

BOARD OF SUPERVISORSDistrict 1 | **Stacey Walker**District 2 | **Ben Rogers**District 3 | **Louis J. Zumbach****JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER**

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

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LinnCounty.org

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Wednesday, June 2, 2021

11 a.m.

Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA**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**Resolutions**

Resolution authorizing the use of Linn County Secondary Roads around Palo and Pleasant Creek on Sunday, June 6, 2021 for the Pigman Triathlon, noting all insurance and hold harmless requirements have been met.

Contract and Agreements

Approve and authorize Chair to sign a proposed Fiscal Year 2022 Transit Purchase of Service Contract between East Central Iowa Council of Governments (ECICOG) and Linn County to provide public transit service for approximately \$175,000

Approve resuming fare collection on LIFTS public transit effective July 1, 2021

Approve and authorize Chair to sign a contract between Linn County and East Central Mental Health Region for formal designation of the Mental Health Access Center.

Approve purchase order #114 for \$25,529.25 to Pipe Pro Inc for the replacement of the air conditioning unit for the Courthouse.

Licenses & Permits

Approve 5 Day Liquor License for Hy-Vee Cedar Rapids #1 for a wedding at the Indian Creek Nature Center, 5300 Otis Rd. SE, noting all conditions have been met.

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

Update on Linn County Mental Health Access Center

Second consideration for rezoning case JR21-0002, request to rezone property located in the 3400 block of N Center Point Rd, 07-84-07, from the AG (Agricultural) zoning district to the RR1 (Rural Residential 1-Acre) zoning district, approximately 0.69 acres, Bethel & Larry Sylvester, owners.

Second consideration for rezoning case JR21-0003, request to rezone property located at 3381 Schmickle Rd, 08-84-07, from the AG (Agricultural) zoning district to the RR1 (Rural Residential 1-Acre) zoning district, approximately 0.04 acres, Bethel & Larry Sylvester, owners.

Second and final consideration of Norris Acres First Addition, preliminary plat case JP21-0002, request for a 4-lot preliminary plat of 22.4 total acres, located in the 3600 Block of N Center Point Rd, SWSW 31-85-07, Marvin Morris, property owner and Brian Norris, petitioner

Second consideration for rezoning case JR21-0004, request to rezone property located at 1636 Fox Hollow Rd, 15-83-06, from the AG (Agricultural) zoning district to the RR1 (Rural Residential 1-Acre) zoning district, approximately 0.11 acres, Kari Shetterly, owner, and Aaron Beik, petitioner.

Second consideration for rezoning case JR21-0006, request to rezone property located in the 500 block of Dows Rd, 20-83-06, from the AG (Agricultural) zoning district to the RR2 (Rural Residential 2-Acre) zoning district, approximately 37.84 acres, STACO Corporation, owners, and Lindsay K McGrath-Vasquez, petitioner.

Second consideration for rezoning case JR21-0005, request to rezone property located at 1622 W Mount Vernon Rd, NENE 27-83-06, from the RR1 (Rural Residential 1-Acre) zoning district to the AG (Agricultural) zoning district, approximately 3.39 acres, Tanager Place, owner.

Resolution approving Rural Land Use Map Amendment case JA21-0003, request to change map designation for property located at 1622 W Mount Vernon Rd, NE NE 27-83-06, from RRD2 (Rural Residential 2 Acre Area to AA (Agricultural Area), approximately 29.54 acres, Tanager Place, property owner.

Discuss and decide on formal award of General Obligation Land and Water Legacy Bonds, Series 2021A.

Resolution to award sale of General Obligation Land and Water Legacy Bond issue, Series 2021A

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.

Board Member Reports

Correspondence

Appointments

**Public Meeting
6 pm
Linn County Fairgrounds
201 Central City Road, Central City, IA
Lynn Dunn Memorial Building**

Presentation on Linn County permitting process for Utility Scale Solar Projects

Public Comment: Five Minute Limit per Speaker

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.

RESOLUTION # _____

APPROVING A PROPERTY USE REQUEST FOR PERMISSION TO UTILIZE LINN COUNTY
ROADS FOR THE PURPOSE OF THE 2021 PIGMAN TRIATHLON

WHEREAS, Alex Syhlman, Race Director for the Pigman Triathalon, has requested permission to use McClintock Road, Lewis Bottom Road, Palo Marsh Road, and crossing over Blairs Ferry Road into Palo for the purpose of conducting the Iowa's Pigman Sprint Triathlon on Sunday, June 6, 2021,

WHEREAS, the Linn County Engineer's Department, Linn County Sheriff's Office, and the Risk Management Department have recommended approval of this request,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Linn County, Iowa, that the above request is herewith approved subject to the following conditions:

1. The personnel sponsoring the Triathlon will provide three Law Enforcement Officers, with patrol vehicles, for traffic control at the intersection of Palo Marsh Road and Lewis Bottoms Road (McClintock Road) as required by the Sheriff's Office. The applicant will contact the Linn County Sheriff's Office Extra-Duty Scheduling personnel at 892-6176 to schedule these officers.
2. The personnel sponsoring the Triathlon will advise the participants to obey all traffic regulations as required by the Linn County Sheriff's Office and the Linn County Engineer.
3. The personnel sponsoring the Triathlon will oversee the proper conduct of the event.
4. That the applicant will have each participant sign a participant's release which has Linn County named on the release.
5. That the applicant agrees to save Linn County and it's employees harmless from all liability and has a liability insurance policy in limits satisfactory to the Board of Supervisors.

Dated at Cedar Rapids, Linn County, Iowa, this _____ day of _____, 2021.

LINN COUNTY BOARD OF SUPERVISORS

Chairperson

AYE: _____
NAY: _____
ABSTAIN: _____
Supervisor

Supervisor

ATTEST:

JOEL MILLER, Linn County Auditor

***ECICOG - Linn County Transportation
FY 2022 Transit Purchase of Service Contract***

Whereas, this contract is between the contractor, East Central Iowa Council of Governments, hereinafter referred to as ECICOG, and the subcontractor, Linn County Transportation, hereinafter referred to as LIFTS; and

Whereas, ECICOG, as CorridorRides, has been officially designated as the regional transit system for Iowa Transit Region 10 pursuant to Section 324A.1 of the Code of Iowa; and

Whereas, LIFTS is a provider of passenger transit services and has the desire and capability to provide public transit services on behalf of the regional transit system within Linn County, Iowa;

Now, therefore, the parties do hereby mutually agree as follows:

A. Purpose and Timeframe

1. The purpose of this contract is to arrange for public transit service to the residents of Linn County on behalf of the designated regional public transit system (CorridorRides), and establish procedures through which ECICOG can provide federal and state operating assistance to LIFTS for such service, ensure LIFTS's compliance with state, federal, and regional transit regulations (see *CorridorRides Handbook*), and provide a method for LIFTS to report service achievements to ECICOG.
2. The contract period shall begin on July 1, 2021 and continue through June 30, 2022. Any extension or renewal of this contract shall be in writing and mutually agreed upon by both parties.
3. The service covered under this contract shall fully conform to the rules and regulations promulgated by the Iowa Department of Transportation (IDOT) and the Federal Transit Administration (FTA).

B. Description of Service

1. All transit services funded under this contract will be provided as demand responsive by LIFTS and open to all members of the general public at all times on an equal basis.
2. Minimum service requirements have been established by ECICOG and are generally as follows:
 - Operate Monday-Friday, 7 AM-5 PM.
 - Demand responsive (no fixed stops or times)
 - Open to the public (not limited to specific populations).
 - Minimum 24-hour advance reservation. (unless otherwise approved under additional services, see section B.7).
 - Maximum 7-day advance reservations.

- No standing reservations (with the exception of shuttles and contract service).
- Contract is for service in home county.

3. A reasonable fare will be established by LIFTS. Reduced fares or suggested donations may be offered to clients, but fares required by any member of the general public shall fairly reflect the benefits of state and federal transit subsidies.

4. LIFTS shall provide information regarding the availability of service to the general public including subscribe routes, times of service, fares, and reservation policies and procedures.

5. Additional passenger transit services may be provided on an incidental basis, but these incidental services may not be subsidized with state or federal transit operating assistance funds. Incidental service is non-public transit service offered during times when a vehicle is not needed for public transit services and includes meal delivery and restricted client (not-open-to-the-public) transit. It may also include charter service to other groups provided such groups are eligible under FTA charter rules. Incidental services shall adhere to the following:

- Such incidental services shall not exceed 20% of the total usage of any vehicle provided by ECICOG.
- Incidental service shall not interfere with or take priority over LIFTS general public service.
- LIFTS must also report separately to ECICOG the times of service, miles, hours, ridership, revenues, and expenses for incidental service.

6. Service can be provided to the general public with third-party contracts for elderly, disabled, and human service agencies. Service under these contracts will remain open to the general public but may be targeted toward serving these agency clients. The level of service shall include any combination of demand-response, subscription, and/or deviated route service and shall be similar to that as outlined in 'B2'.

7. Recognizing that public transit services may need to be provided outside of the home county, or outside of the established dates and times outlined in B.2 above, a process for accommodating exceptions has been established. Such trips must prove beneficial to the regional transit system. This process is as follows:

Written Proposal shall be submitted to ECICOG on the "Request for Additional Contracted Services" form (Appendix A):

- A. Description of proposed service.
- B. Description of funding sources and operating budget for proposed service.
- C. Timeline for implementation and delivery of service.
- D. Description of public input opportunities.
- E. Discussion of how basic services will be impacted.
- F. Signature of authorized signatory for provider.

Implementation:

- A. Staff review and comment.
 - B. Review by TOG with recommendation (meets quarterly).
 - C. Reviewed by Board with formal approval.
8. Additional subcontracting of capital and/or operations is not allowed under this contract.
9. Public allowed to schedule rides by utilizing LIFTS scheduling/dispatch service.
10. Service may be provided for regionally beneficial trips outside of the home county, but within the six-county ECICOG region, for trips with a medical purpose including, but not limited to, MCO Transportation brokers.
11. Service may be provided for emergency preparedness and disaster response as referenced in Chapter 15 of the *Iowa Transit Manager's Handbook*.

C. Vehicle Responsibilities

1. Vehicles for the provision of services described in this contract shall be supplied by ECICOG to LIFTS. ECICOG will lease equipment to LIFTS through a purchase of service contract that is updated annually. A transit equipment user agreement and a listing of the leased vehicles and other leased equipment are found in Appendix B and Appendix C.
2. Vehicles supplied by ECICOG shall be subject to rotation with other vehicles in ECICOG's regional fleet in order to maintain the federally prescribed minimum annual utilization of 10,000 miles for each vehicle in the fleet that has an odometer reading of less than 100,000 miles. ECICOG will monitor the annual mileage and assist LIFTS with this rotation to help assure that the required mileage is obtained.
3. LIFTS shall assure that the transit equipment, both owned by LIFTS or leased by ECICOG, is maintained in a safe and clean mechanical condition and in compliance with federal, state, and local vehicle safety laws and ordinances. The cost of all vehicle maintenance, repairs, and operations shall be the responsibility of LIFTS. All repairs will be made promptly.
4. ECICOG is responsible for obtaining the necessary vehicle title registrations and annual license registration renewals.
5. LIFTS shall insure all services funded under this contract and all uses made of vehicles provided by ECICOG with the following minimum coverage:
- Commercial Liability - \$1,000,000
 - Uninsured and Underinsured Motorist - \$1,000,000
- LIFTS shall list ECICOG as an additional insured on vehicle insurance policies. LIFTS shall provide ECICOG with a certificate of insurance or other document that ensures this coverage is in effect. Such insurance shall not be canceled without at least 30 days written notice to ECICOG. Proof of self-insurance shall satisfy all requirements of this section.

6. All vehicles provided by ECICOG or owned by the LIFTS and providing public transit service shall conform to Federal/State established, and ECICOG's subsequent, vehicle signage policy.

D. Operations Responsibilities

1. Drivers for all transit services provided under this contract shall be employed by LIFTS. LIFTS shall employ sufficient personnel to implement service and to obtain the services of back-up personnel to assure continuous service. All drivers shall be required to have a valid chauffeurs or commercial driver's license applicable to the type of vehicles which they are responsible for operating and as required by state and federal laws. All drivers will also comply with FTA Drug and Alcohol program testing requirements and no driver can operate a vehicle unless they have passed a pre-employment drug test and are part of a random test pool.

2. Scheduling and dispatching shall be provided by LIFTS.

3. Training of operational personnel, both paid and volunteer, shall be provided by LIFTS and shall be assisted by ECICOG if requested by LIFTS. LIFTS shall require the same entry level/basic training for its volunteers as is required of its paid employees.

4. Dissemination of information about transit services provided under this contract shall be the responsibility of LIFTS.

5. LIFTS shall assume full responsibility for the operation of vehicles, both owned by LIFTS or leased by ECICOG. LIFTS shall implement methods to address requests for service, identify fare categories by rider, make necessary variances to schedules or routes, and provide complete information about the availability of service to the general public.

6. LIFTS shall be responsible for vehicle/driver backup and recourse if service cannot be provided in accordance with this contract. Recourse can include but is not limited to loss of federal and state operating assistance, loss of regional vehicle use, or back payment of any operating assistance that may have been provided for the specific service. The ECICOG Board of Directors shall determine this recourse.

E. Other LIFTS Responsibilities

1. LIFTS shall serve as an independent subcontractor of ECICOG.

2. LIFTS shall maintain accounting and records for all services rendered and shall assure that all persons handling project funds, including passenger revenues, are bonded to levels appropriate for the amount of funds handled.

3. LIFTS shall be included in a county audit or secure an annual independent audit of its transit program including services provided under this contract. A copy of the audit shall be provided to ECICOG.

4. LIFTS shall permit inspection of its vehicles, services, books, and records by ECICOG or agencies providing funding to ECICOG upon the request of ECICOG.

5. LIFTS shall accept all risk and indemnity and hold ECICOG and the IDOT harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney and witness fees relating to loss or damage to property

or to injury or death of any person arising out of the acts or omissions of LIFTS or its employers or agents.

6. LIFTS shall comply with all applicable state and federal laws and/or administrative rules including but not limited to the FTA charter rule, equal employment opportunity, affirmative action, traffic control, nondiscrimination, motor vehicle equipment, confidentiality, freedom of information, and FTA/IDOT requirements for drug and alcohol testing. The cost for implementing these laws/rules shall be the responsibility of LIFTS.

7. LIFTS shall participate on the ECICOG Transit Operators Group and shall supply such information as is necessary for the preparation of the annual Region 10 Transportation Improvement Program, Consolidated Transit Application, the Passenger Transportation Development Plan, the Long Range Transportation Plan, and any other document ECICOG/IDOT requires or prepares.

8. LIFTS shall coordinate with other transit providers and pursue agreements and service contracts with other agencies that provide or need to purchase transportation. ECICOG shall prepare all contracts and all contracts shall be approved by ECICOG and IDOT.

9. LIFTS shall submit in writing the estimated annual level of service for the upcoming contractual year. This shall include total ridership and revenue hours. LIFTS shall also provide the estimated budget for providing this service.

10. LIFTS estimated fully allocated costs for service are as follows:

FY22 Estimated operating budget: \$2,153,578

FY22 Estimated revenue hours: 22,200

FY22 Estimated overall cost per revenue hour: \$97.00

<u>Service</u>	<u>est. Revenue hours</u>	<u>allocated cost of service</u>
County	9,800	\$950,600
City	12,400	\$1,202,800

11. LIFTS shall also agree to participate in the regional ITS program as developed by the ECICOG Board. Participation shall include:

- provision of Routematch service data for use in regional data reports;
- attendance at user meetings as applicable;
- documentation of operational and/or administrative back up procedures;
- provision of other information and cooperation that may be necessary to assess the benefits, costs or implementation requirements of the regional ITS program.
- Participation and financial obligation for utilizing Routematch service, including maintenance and support as part of region-wide agreement

F. Other ECICOG Responsibilities

1. ECICOG shall provide regional operating subsidies to LIFTS for public transit services under the terms identified in this contract. These include but are not limited to STA, 5310, 5311, and local participation.

2. ECICOG shall, based on information supplied by LIFTS, other subcontractors, and its own records, prepare all required reports to the IDOT.
3. ECICOG shall assist LIFTS as necessary in the design and scheduling of transit services to meet the needs of the service area.
4. ECICOG shall accept all risk and indemnity and hold LIFTS harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney and witness fees relating to loss or damage to property or to injury or death of any person arising out of the acts or omissions of ECICOG or its employers or agents.

G. Compensation

1. Based upon the projected revenues that ECICOG will receive from the IDOT contracts and contingent upon ECICOG's receipt of such funds, operating assistance to providers shall be assessed exactly like IDOT's distribution formula to the regional transit systems. (See Appendix D for a complete explanation of the distribution formula). For Fiscal year 2022, estimated regional FTA assistance is \$1,671,046 and STA is \$562,357. Actual subsidies to LIFTS will be dependent on FY20 year-end operating statistics. Reimbursements to LIFTS related to COVID-19 expenses will also be eligible for reimbursement from ECICOG from the Federal CARES and CRSSAA programs.
2. Subsidy payments for public transit services under this contract shall be on a quarterly basis.
3. All passenger revenues shall be applied to the costs of transit services prior to application of regional operating assistance and shall be considered to have expanded the level of services compared to what would be available without such resources.
4. It shall be the responsibility of LIFTS to address shortfalls of anticipated funding from any source or if the actual level of fully allocated costs of service increase above estimated levels. ECICOG encourages the establishment of budget reserves to protect against possible revenue shortfalls or service cost increases.
5. ECICOG reserves the discretion to adjust operating assistance distributions when deemed appropriate by ECICOG due to extraordinary or extenuating circumstances.

H. Reporting

1. Within 30 days after the end of each month, LIFTS shall provide ECICOG with a monthly financial report for services rendered in the previous month including a report of program revenues and program expenses.
2. Within 30 days after the end of each fiscal quarter (October 1, January 1, April 1, August 1), LIFTS shall furnish ECICOG with information concerning LIFTS transit service provided during the preceding quarter. The statistical information will be reported to ECICOG on forms provided by ECICOG or in a format approved by ECICOG. LIFTS shall provide the following reports:

- Quarterly Statistical Reports-(Fully allocated costs for services, trips, miles, hours, etc.)

- Quarterly Vehicle Odometer Readings
- Quarterly Fuel Tax Reports
- Disadvantaged Business Enterprise Contracting Opportunities
- Other reports as required by the IDOT or ECICOG contracts

Note: All reports shall be reviewed and approved by Transit Manager/Director before submittal.

Note: Failure to provide such information on a timely basis may delay subsidy payments as described in section 'G1'.

3. The following items shall be reported by LIFTS to ECICOG on an on-going basis:
 - Accidents involving vehicles owned by ECICOG
 - Cancellations or significant delays/changes in services provided under this contract
 - Emergency use of subcontractors to avoid service interruptions.
4. On an annual basis, LIFTS shall submit to ECICOG, a copy of an approved budget.

I. Operational Review Report

1. Within 60 days of the end of this agreement, ECICOG shall perform an operational review and report of the LIFTS program to ensure compliance with the terms of this agreement.
2. LIFTS will have 60 days following the issuance of said report to remedy any identified operational deficiencies, and shall document to ECICOG's satisfaction all remedial actions taken.
3. Operational deficiencies not addressed within the 60-day period may result in ECICOG's termination of any and all agreements with LIFTS.

J. Entire Agreement

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

K. Amendments

1. Any changes to this contract must be in writing and receive the concurrence of ECICOG and the IDOT.

L. Termination

1. Termination of this contract may be made by either party through written notice to the other party at least 30 days prior to the date of termination.

M. Saving Clause

1. Should any provision of this contract be deemed invalid by a court of law, all other provisions shall remain in effect.

N. Assignability and Subcontracting

1. This contract is not assignable to any other party without the written approval of ECICOG and the concurrence of the IDOT.
2. No part of the transit services described in this contract may be subcontracted by LIFTS without the written approval of ECICOG and the IDOT.
3. Notwithstanding the provisions in 'N.2.' above, it is hereby agreed that LIFTS may, under emergency circumstances, temporarily subcontract any portion of the service if it is deemed necessary by LIFTS to avoid a service interruption. ECICOG shall be notified, in advance if possible, each time this provision is invoked.

O. Adoption

1. This contract agreement is adopted by both parties as signed and dated below, subject to the concurrence of the IDOT.

For LIFTS:

_____ Date: _____

For ECICOG:

_____ Date: _____

APPENDIX A

REQUEST FOR ADDITIONAL CONTRACTED SERVICES

For office use only

Staff Review	☐ Favorable Review	☐ No Comments
	☐ Unfavorable Review	☐ Comments Attached
TOG Review	☐ Favorable Review	☐ No Comments
	☐ Unfavorable Review	☐ Comments Attached
Board Review	☐ Favorable Review	☐ No Comments
	☐ Unfavorable Review	☐ Comments Attached

DATE: _____

PROVIDER NAME: _____

Non-Incidental Service: ↑

Incidental Service: ↑

1. Description of proposed service:

A: Description of service:B: Estimated number of people using the service:C: Estimated number of trips service provides:

2. Description of funding sources and operating budget for proposed service:

Revenues:

Local Govt. (indicate sources): _____

ECICOG asst.: _____

Pass. Rev.: _____

Other/contract rev.: _____

Private Cont./donations: _____

Totals: _____

Expenses:

Maint. Cost: _____

Fuel Cost: _____

Labor: _____

Cap. Replac.: _____

Admin: _____

Other (source): _____

Totals: _____

3. Timeline for implementation and delivery of service:

4. Description of public input opportunities:

5. Discussion of how basic services will be impacted:

(Authorized signatory for provider)

(Date)

APPENDIX B***ECICOG - Linn County Transportation
Transit Equipment Use Agreement***

This appendix is a supplement to ECICOG and LIFTS's FY 2022 Transit Purchase of Service Contract and is contingent upon the approval of said Purchase of Service contract.

A. Equipment Leased

ECICOG hereby allows LIFTS use of the equipment with all accessories incorporated therein or affixed thereto as listed in Appendix B of this agreement (all hereinafter referred to as equipment). This listing will be updated annually.

B. Rent

ECICOG will not charge a rental fee for this user agreement. When a vehicle is eligible for replacement with federal or state funding, LIFTS shall cover the non-federal/state portion of the vehicle cost and will receive the same percentage of funds contributed upon vehicle disposal; the same method will apply for expansion vehicles utilizing federal or state funds.

C. Title

LIFTS acknowledges that this is an agreement for use only. LIFTS does not in any way own title to the equipment.

D. Warranties and Waiver

LIFTS acknowledges that ECICOG has not made and does not provide any warranty with respect to the condition, quality, or durability of the equipment. LIFTS agrees that ECICOG and the IDOT shall not be held liable to LIFTS for any liability, claim, loss, damage, or expense of any kind or nature caused directly or indirectly by the equipment.

E. Use and Operation

LIFTS acknowledges receipt of equipment, and that the equipment is in condition satisfactory to LIFTS and is suitable for LIFTS purposes. The equipment shall not be altered, marked, or additional equipment installed without the prior consent of ECICOG, in which case LIFTS will bear the expense thereof as well as the restoration expenses. LIFTS shall keep equipment free of all taxes, liens, and encumbrances. LIFTS shall not use or permit the use of equipment in violation of any federal, state, regional, county, or city laws, ordinances, rules, or regulations, or contrary to the provisions of the insurance policy coverage. LIFTS shall use the equipment only for mass transit or mass transit-related services which fully conform with the rules and regulations promulgated by the IDOT.

Additional subcontracting of capital is not allowed under the Purchase of Service Contract.

F. Maintenance and Repairs

LIFTS shall pay for and furnish all maintenance and repairs to keep the equipment in good working condition. At the expiration or termination of this Lease, the equipment will be returned to ECICOG in good condition, with reasonable wear and tear expected. LIFTS shall permit ECICOG and its designees to inspect equipment at reasonable times, places, and intervals.

G. Expenses

LIFTS shall pay all expenses incurred in the use and operation of the equipment, including, but not limited to licenses, registration and title fees, gasoline, lubricants, antifreeze, repairs, maintenance, alterations, tires, storage, fines, inspections, assessments, sales or use taxes, and all other taxes as may be imposed by law from time to time arising from LIFTS use and operation of the equipment.

When possible, ECICOG will register and license said equipment through the Iowa Department of Transportation's system for official transit registrations and licenses.

H. Insurance

LIFTS agrees that it will at all times and at its own expense procure and maintain casualty, liability, and workmen's comprehensive insurance on the equipment which provides sufficient coverage to meet all local and state standards for injury, death, and property damage, and uninsured and underinsured motorist coverage, protecting ECICOG against such losses, damages, injuries, claims, demands and expenses on account of injury to any person or persons, or to any property belonging to any person or persons, by reason of such casualty, accident, or other happenings by or with equipment during the term of this Lease. Certificates or copies of said policy or policies shall be provided to ECICOG.

LIFTS shall at all times and at its own expense keep equipment insured against all loss, damage, or destruction, theft, and physical damage, with LIFTS assuming all deductible amounts for collision and for comprehensive coverage. LIFTS shall provide to ECICOG certificates or copies of said policy or policies.

LIFTS shall provide and pay for any other insurance or bond that may be required by any governmental authority as a condition to, or in connection with, LIFTS use of the equipment.

In the event equipment is involved in an accident, damaged, stolen, or destroyed, LIFTS shall promptly notify ECICOG and will also comply with all terms and conditions entered in the insurance policies. LIFTS agrees to cooperate with ECICOG and the insurance companies in defending against any claims or actions resulting from LIFTS operation or use of equipment.

Equipment shall not be used by any person or entity, in any manner or for any purpose, that would cause any insurance herein specified to be suspended, canceled, or rendered inapplicable.

If any insurance herein is canceled or suspended, or if LIFTS fails to maintain such insurance, ECICOG, at its option, may terminate this Lease and take possession of equipment.

ECICOG acknowledges that LIFTS is self-insured and accepts that as satisfying all requirements of this section.

APPENDIX C

FY 2022 Listing of Leased Equipment ECICOG-LIFTS

Vehicles

Identification Number	Make/Model	Plate Number	VIN Number
258	2008 Chevy Supreme-MDB	128 170	1GBG5V1967F424322
259	2008 Chevy Supreme-MDB	126 176	1GBG5V1957F424215
260	2009 Chevy Supreme-MDB	131 486	1GBG5V1949F402113
261	2009 El Dorado Aerotech	LD 0445	1FDFE45P59DA64433
263	2012 Chevy Glaval	120 060	1GB6G5BL8C1159944
264	2017 Glaval Legacy	128 760	4UZADRDT7HCJH9639
265	2017 Glaval Legacy	128 761	4UZADRDT5HCJH9638
266	2017 Glaval Legacy	129 319	4UZADRFC6JCJV6280
267	2017 Glaval Legacy	129 301	4UZADRFC8JCJV6281
268	2019 Ford Glaval	132 917	1FDFE4FSXKDC56228
269	2019 Ford Glaval	132 916	1FDFE4FS4KDC56239
350	2020 Freightliner Glaval	134 184	4UZADRFC6LCMD2259
351	2020 Freightliner Glaval	134 185	4UZADRFC2LCMD2260
46L	2002 Bluebird	110 046	1BAAKCPA12F203715
47L	2001 Ford E450		1FDXE45S71HB16330

Miscellaneous:

15 VSS Systems: DVR, four Cameras per system

APPENDIX D

REGION 10 OPERATING ASSISTANCE FORMULA FOR DETERMINATION OF ELIGIBILITY

$$\begin{aligned}
 \text{PROVIDER'S \%} &= \frac{\text{Provider's LDI}}{\text{Total of LDI for all providers}} \times .50 \\
 &+ \frac{\text{Provider's Pass to OpExp. Rat}}{\text{Total of Pass to OpExp ratio for all Providers}} \times .25 \\
 &+ \frac{\text{Provider's RevMi to OpExp ration}}{\text{Total of RevMi to OpExp ratio for all Providers}} \times .25
 \end{aligned}$$

KEY:

RevMi--Revenue miles – Revenue Miles are miles driven while providing service to clients or en route between clients.

LDI--Locally Determined Income – All transit system revenue dedicated for operations expense during a fiscal year, minus federal operating assistance from the U.S. Department of Transportation and minus all special project operating support and programmed eligibility funds received from the Iowa Department of Transportation operations assistance.

Pass--Passenger – Each time a person boards and is transported that person should be counted as a ride. Passengers and riders are synonymous for this formula.

OpExp--Operating Expenses – Operating expenses are only those costs involved in the actual operation and administration of the system on an ongoing basis.

Note: Payment of federal and state operating assistance is subject to proof of a net operating deficit as demonstrated by quarterly reports provided by LIFT. Details of this *ECI Transit Policy for Distribution of State and Federal Operating Assistance* (Enacted in 2012) can be obtained from ECICOG.

Access Center Contract FY21

This Access Center Contract, here on out to be referred to as, "Contract" is made and entered into the 27th day of May 2021 by and between:

1. Linn County, here on out referred to as, "Linn County",
2. The Mental Health/Disability Services of the East Central Region, a county-funded mental health regional system, here on out referred to as, "The Region".

DEFINITION:

This document reflects the intent of The Region to contract with Linn County to support the operation of an Access Center in Linn County, Iowa.

Access Center: pursuant to Iowa Administrative Code 441-25.6 (1), means the coordinated provision of intake assessment, screening for multi-occurring conditions, care coordination, crisis stabilization residential services, subacute mental health services, and treatment for individuals experiencing a mental health crisis and substance abuse crisis who do not need inpatient psychiatric hospital treatment, but who do need significant amounts of supports and services not available in other home- and community-based settings. Under this contract, the Region's funds are limited to and must be used for the operational costs of the Access Center's mental health services. The Access Center referred to in this contract is called the Mental Health Access Center of Linn County, here on out to be referred to as the "Mental Health Access Center of Linn County."

RECITALS:

- i. Linn County will ensure operation of Access Center Services pursuant to Iowa Administrative Code 441-25.6 (1).
- ii. The Region desires that Linn County will contract with The Region and to ensure that services are provided in an Access Center setting (IAC 441.-25.6(1) located in Linn County, Iowa.
 - a.) Per Iowa Administrative Code 441-25.6 (1), services at the Mental Health Access Center of Linn County will be provided in Linn County, located at: 501 13th Street NW, Cedar Rapids, Iowa 52405.
 - b.) The Region's desire is to contract with Linn County to establish the Mental Health Access Center of Linn County pursuant to IAC 441-25.6(1).
 - c.) The Region's desire is that Linn County will serve as fiscal agent and management entity for the purpose of Region funds allocated for operational costs of the Mental Health Access Center of Linn County.
 - d.) The Region's desires is that mental health and crisis services will be provided to individuals on a no reject, no eject basis to individuals who meet service eligibility criteria.
 - e.) Per Iowa Administrative Code 441-25.6 (1)b (6), Mental Health Access Center of Linn County will accept and serve eligible individuals who are court-ordered/hold ordered to the Mental Health Access Center of Linn County pending evaluation and/or to participate in mental health or substance use disorder treatment. This applies to individuals that are court ordered to outpatient services only. Individuals that have an active court order in place to receive an Inpatient Mental Health or Use Disorder services of care shall not be admitted and shall be rerouted to an appropriate facility for treatment.

Now, therefore, in consideration of the premises and mutual agreements contained herein, and other good and valuable considerations, the receipts and sufficiency of which are hereby acknowledged, Linn County and The Region agree to the following:

- i. Terms of the Agreement: This Agreement shall commence effective the 27th day of May, 2021 and shall terminate on the 30th day of June, 2021 with the option of a mutually agreed upon one-year extension. This Agreement may be terminated sooner under conditions specified in Section viii, page 4.
- ii. Linn County agrees to perform the duties of managing entity of the Mental Health Access Center of Linn County located in Linn County. Pursuant to this contract, Linn County agrees to accept payment for operational costs of the Mental Health Access Center of Linn County that will be reimbursed by the Region pursuant to the terms of this agreement.
- iii. Qualifications: The Region is the funder of last resort and its funds cannot be used to supplant Medicaid. Linn County, acting as the managing entity for services, is responsible for ensuring service providers meet the below stated requirements. Linn County must ensure the following requirements are met in order to be the managing entity for services, and for the county to receive payment from ECR for services rendered. As a result, Linn County must ensure that:
 - a. Contracted service providers are able to provide services in compliance with PL 1-1-645 Title V, Subtitle B; Part 438 Balanced Budget Act (BBA); 45 CFR Health Insurance Portability and Accountability Act (HIPAA), Parts 160 and 164; The Iowa Code section 249A.4 Chapters 77-79; Iowa Administrative Code (ARC 9276B) rule 441-24.33 (225C); and the Region's Policies and Procedures and its revisions.
 - b. Contracted service providers, when feasible, must currently be enrolled as a Medicaid provider and work with individuals who have mental health and developmental disability needs.
 - c. Contracted service providers are eligible to contract with all Managed Care Organizations (MCOs) in Iowa.
 - d. Contracted service providers will follow standards in 441 IAC 79.3 (249A) for maintenance of records. These standards pertain to all Medicaid Providers.
 - e. Linn County assures that any services delivered by an individual or agency, either through employment or by contract with the enrolled provider, shall comply with the requirements that are applicable to the enrolled provider.
 - f. Upon adherence to the Iowa Administrative Code and the following identified standards, the Region's Governing board will formally continue funding the Mental Health Access Center of Linn County.
- iv. Access Center Standard: Linn County will comply with the agreed Access Center criteria, in that it will:
 - a. Provide services in a single facility that shall not have more than 16 beds.
 - b. Ensure that Crisis Stabilization Residential Services pursuant to rule 441-Chapter 24 are available at or to the Access Center. The contracted provider will provide a copy of DHS accreditation to the region.

- c. Ensure that Subacute Mental Health services as described in rule 441-77.56 (249A) are available at or to the Access Center. The contracted provider will provide verification of DIA license.
 - d. Provide Substance Abuse treatment services pursuant to Iowa Code Chapter 125 or have a cooperative agreement with an immediate access to licensed substance abuse treatment services or medical care that incorporates withdrawal management. The contracted provider will provide a copy of verification of IDPH license or cooperative agreement with licensed provider to The Region
- v. Access Center Services- Linn County, as the managing entity of the Mental Health Access Center of Linn County, shall provide or arrange for the provision of all the following in accordance with Iowa Administrative Code 441-25.6(1)d:
 - a. Immediate intake assessment and screening that includes but is not limited to mental and physical health conditions, suicide risk, brain injury, and substance use. A crisis evaluation that includes all required screenings may serve as an intake assessment.
 - b. Comprehensive person-centered mental health assessments by appropriately licensed or credentialed professionals, as indicated by the intake assessment.
 - c. Comprehensive person-centered substance use disorder assessments by appropriately licensed or credentialed professionals, as indicated by the intake assessment.
 - d. Peer support services, as indicated by a comprehensive assessment.
 - e. Mental health treatment, as indicated by a comprehensive assessment
 - f. Substance abuse treatment, as indicated by a comprehensive assessment, to be billed directly to the appropriate funder as the Region cannot pay for substance use treatment.
 - g. Physical health care services as indicated by a health screening.
 - h. Care Coordination.
 - i. Service navigation and linkage to needed services including housing, employment, shelter services, intellectual and developmental disability services, and brain injury services, with warm handoff to other service providers.
- vi. Payment to Linn County:
 - a. Linn County shall submit quarterly invoices to the Region for payment to cover the annually approved operational costs. All other services will be billed by the appropriate provider to Medicaid, third-party payor, or the appropriate region according to established fee-for-service contracts.
 - b. As managing entity, Linn County will ensure that delineated invoices are provided for both mental health and substance abuse operational costs. Linn County will invoice the Region for reimbursement of the mental health portion of operational costs.
 - c. Linn County agrees to keep The Region's monies separate from other Access Center monies.
- vii. Indemnification:

Each party to this agreement shall indemnify and hold harmless all other parties to this agreement from and against any causes of action, liabilities, losses, damages, costs or expenses, including but not limited to attorney fees and legal expenses arising out of activities conducted by that party, including but not limited to a breach of this Agreement or unlawful, unauthorized or negligent acts or omissions by that party.

- viii.** Termination: This Agreement shall remain effective for the term set forth in Section I unless terminated earlier for one of the following reasons:
- a. Any party shall have the right to terminate this Agreement if any other party violates the Agreement and fails to correct such breach within sixty (60) days of written notice thereof.
 - b. Any party may terminate this Agreement by providing the other parties with ninety (90) days advance written notice.
 - c. Regardless of the reason for termination, or which party is the cause for termination, The Region shall pay Linn County for all operational costs incurred pursuant to the terms of this Agreement through the date of termination.

- ix.** Notice: Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered, when deposited in the United States mail, postage prepaid, sent certified or registered, and addressed as follows:

Mae Hingtgen, Chief Executive Officer
MH/DS of the East Central Region
210 Jones Street, Suite 205
Dubuque, IA 52001

Jody Bridgewater
Coordinator, Linn County MH/DS
1240 26th Ave CT SW
Cedar Rapids, Iowa 52404

Erin Foster
Access Center Director
Linn County Community Services
1240 26th Ave CT SW
Cedar Rapids, Iowa 52404

- x.** Records: Linn County must maintain financial and other business records in accordance with sound accounting and business practices. Financial reports must include, but are not limited to, all expenditures, accounts payable, income from all sources, in-kind contributions, accounts receivable, and a balance sheet. Records shall adequately identify the source and application of funds provided for financially assisted activities. Linn County agrees to provide The Region with access to all relevant Mental Health Access Center of Linn County financial and business records on reasonable notice for the purpose of quality assurance.
- xi.** Medical Records and Confidentiality: The parties agree that they shall comply with all applicable laws concerning the confidential nature of patient medical records.
- xii.** Data- Linn County will provide utilization and outcome data as defined in Attachment A to the Region on a quarterly basis.
- xiii.** Provider Liability Insurance:

- a. Linn County's self-insured status and certificate of self-insurance satisfies the contractor's duty to maintain liability insurance.

xiv. Miscellaneous:

- a. The rights and obligations of the parties to this Agreement may not be assigned or subcontracted unless such assignment or subcontract is in writing and consented to by the parties hereto.
- b. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all previous and contemporaneous discussions, agreements, and understandings of the parties in connection with the subject matter hereof.
- c. No amendment, change, or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties.
- d. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect.
- e. In the event any provision of this Agreement is here invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable.
- f. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (but without regard to provisions thereof relating to conflicts of law) and has been entered into in Dubuque, Dubuque County, Iowa.
- g. The parties hereby irrevocably waive all rights to trial by jury in any action, proceeding or counterclaim arising out of or relating to this agreement.
- h. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective legal representatives, heirs, successors, and permitted assigns.
- i. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto (and their respective successors and permitted assigns) any rights, remedies, obligations or liabilities under or by reason of this Agreement.
- j. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance.
- k. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only and shall not be considered a part hereof for purposes of interpreting or applying this Agreement, and such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to context.
- l. This Agreement shall not be construed more strongly against any party regardless of who was more responsible for its preparation.

IN WITNESS WHEREOF, the parties have executed this Agreement in Dubuque, Iowa on this date last below written.

East Central Region

Date

By: _____

Duane Hildebrandt, Board President
MH/DS of the East Central Region

LINN COUNTY

By: _____

Stacey Walker, Chairperson
Linn County Board of Supervisors

ATTEST: _____

Joel Miller/Designee
Linn County Auditor

STATE OF IOWA, LINN COUNTY: ss

On this _____ day of _____, 2021, before me a Notary Public in and for said County, personally appeared Ben Rogers and to me personally known, who being duly sworn, did say that they are the Chair, Board of Supervisors and County Auditor/Designee, respectively of Linn County, Iowa, a Political Subdivision, created and existing under the laws of the State of Iowa, and that said instrument was signed and sealed on behalf of said Political Subdivision by authority and resolution of its Board of Supervisors, and said Ben Rogers acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

ATTACHEMENT A

MH/DS of the East Central Region

Member Counties: Benton, Bremer, Buchanan, Delaware, Dubuque, Iowa, Johnson, Jones, Linn

Provider Contract

Service and Rate Attachment – FY2021

Provider:

Linn County Mental Health Access Center CSN # 18153

501 13th Street NW

Cedar Rapids, Iowa 52405

Effective July 1, 2020 – June 30, 2021

Approved RGB 5/27/2021

Chart of Accounts	Procedure Code	Service	Approved FY 2020 Unit Rate	Unit of Service	Approved FY 2021 Unit Rate
44396		Access Centers – start-up, sustainability, and coordination of costs	NA	Annual MAX	\$600,000.00

Access Center staff shall:

- engage in frequent outreach with all counties of the East Central Region, to include hospitals, law enforcement and MH/DS providers. Outreach activities occur at least quarterly and are reported in an annual report to the region,
- provide timely and accurate quarterly reports to the region that include utilization and internally identified measurements that demonstrate effectiveness and impact of the center,
- ensure efficient and authorized usage of the annual regional allocation of funds, and
- use a data driven process to annually collaborate with the region to revise and refine these outcomes.

The MH/DS services and rates identified in this contract document are approved by the MH/DS of the East Central Region Governing Board beginning July 1, 2020 and ending June 30, 2021.

Linn County Mental Health Access Center

Date

Dr. Ann Cameron Williams, Ph.D., ECR Coordinator

Date

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. - - 2021

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF LINN COUNTY, IOWA BY REZONING AND CHANGING THE DISTRICT CLASSIFICATION OF CERTAIN PROPERTY LOCATED AT N CENTER POINT RD, IOWA FROM THE "AG" AGRICULTURAL DISTRICT TO THE "RR1" RURAL RESIDENTIAL 1-ACRE 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 at N CENTER POINT RD, Iowa legally described as:

Part of Lot 1, Irregular Survey in the Northeast Quarter of the Northeast Quarter of Section 7, Township 84 North, Range 7 West of the Fifth Principal Meridian, Linn County, Iowa, described as follows:
Commencing at the East Quarter Corner of Section 7, Township 84 North, Range 7 West of the Fifth Principal Meridian; thence N1°31'46"W along the east line of the Northeast Quarter of said Section 7, a distance of 1804.07 feet to the northerly right of way of Schmickle Road; thence S88°44'44"W along said right of way, 55.82 feet to the point of beginning; thence continuing S88°44'44"W, 33.34 feet; thence N57°44'44"E, 37.60 feet; thence N1°34'05"W, 116.28 feet; thence S57°44'44 "W, 236.10 feet; thence N30°32'19"W, 191.60 feet; thence N88°55'07"E, 296.86 feet; thence S1°34'05"E, 180.27 feet to the point of beginning.

is hereby changed from the "AG" Agricultural District to the "RR1" Rural Residential 1-Acre District.

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 1st day of June, 2021

Second consideration on the 2nd day of June, 2021

Third and final passage on the _____ day of _____, 2021.

Published in the Gazette on the _____ day of _____, 2021.

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 _____, 2021 and published as provided by law on _____, 2021.

Linn County Auditor

Subscribed and sworn to me this _____ day of _____, 2021.

Notary Public, State of Iowa

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING A PRELIMINARY PLAT

WHEREAS, a preliminary plat of NORRIS ACRES FIRST ADDITION (Case #JP21-0002) to Linn County, Iowa, containing four (4) lots, numbered Lots 1, 2, 3 and 4, has been filed for approval, a subdivision of real estate located in the SWSW of Section 31, Township 85 North, Range 7 West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the NE Corner of Lot 1, Brosh's First Addition to Linn County; thence N89°44'44"E along the south line of Lot 2, Huff's First Addition to Linn County, 213.27 feet; thence N89°39'19"E, 457.94 feet to the eastline of said NW FRL ¼ SW ¼; thence S00°16'20"E along said east line and along the east line of SE ¼ SW ¼, 1777.64 feet to the centerline of North Center Point Road; thence N46° 25'50"W along said centerline, 927.96 feet to the east line of Lot 2, said Brosh's Addition; thence N00°22'08"W along said east line, 1134.36 feet to the Point of Beginning, containing 22.40 acres which includes 1.28 acres of road right of way.

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 April 21, 2021 as last amended on May 17, 2021 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

No conditions to be met.

IOWA DEPARTMENT OF TRANSPORTATION

Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT

No conditions to be met.

NATURAL RESOURCES CONSERVATION SERVICE

See conditions applied to Final Plat case (JF21-0002)

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. Various revisions to the preliminary plat.
2. 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.
3. This plat lies within the 2-mile jurisdiction of the City of Hiawatha and the City of Robins. As per Chapter 354 of the Code of Iowa, a certified resolution by any municipality that has authority to review the plat to either approve the plat or waive its right to review must be provided.
4. 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.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat is hereby approved. The Board of Supervisors and County Engineer are hereby authorized to enter approval upon the final plat resolution. The Board of Supervisors' Chairperson is also hereby authorized to sign said plat which executes an acceptance of dedication of property to the public, as shown on said plat.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by June 2, 2022 to be valid.

Passed and approved this 2nd day of June, 2021

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Board of Supervisors
June 2, 2021
Resolution # _____
JP21-0002
Page 3 of 3

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 _____, 2021.

Notary Public State of Iowa

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. - - 2021

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF LINN COUNTY, IOWA BY REZONING AND CHANGING THE DISTRICT CLASSIFICATION OF CERTAIN PROPERTY LOCATED AT 1636 FOX HOLLOW RD, IOWA FROM THE "AG" AGRICULTURAL DISTRICT TO THE "RR1" RURAL RESIDENTIAL 1-ACRE 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 at 1636 FOX HOLLOW RD, Iowa legally described as:

A part of Lot 1, Crutchley's First Addition, A part of the N ½ of Section 15, Township 83, Range 6 West of the 5th Principal Meridian, Linn County, Iowa described as follows: Beginning at the NE Corner of said Lot 1; thence S00°48'19"E along the east line of said Lot 1, 375.57 feet to the SE Corner of said Lot 1; thence S78°22'27"W along the south line of said Lot 1, 25.00 feet; thence N02°53'22"E, 381.05 feet to the Point of Beginning, containing 0.11 acres.

is hereby changed from the "AG" Agricultural District to the "RR1" Rural Residential 1-Acre District.

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 1st day of June, 2021

Second consideration on the 2nd day of June, 2021

Third and final passage on the _____ day of _____, 2021.

Published in the Gazette on the _____ day of _____, 2021.

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 _____, 2021 and published as provided by law on _____, 2021.

Linn County Auditor

Subscribed and sworn to me this _____ day of _____, 2021.

Notary Public, State of Iowa

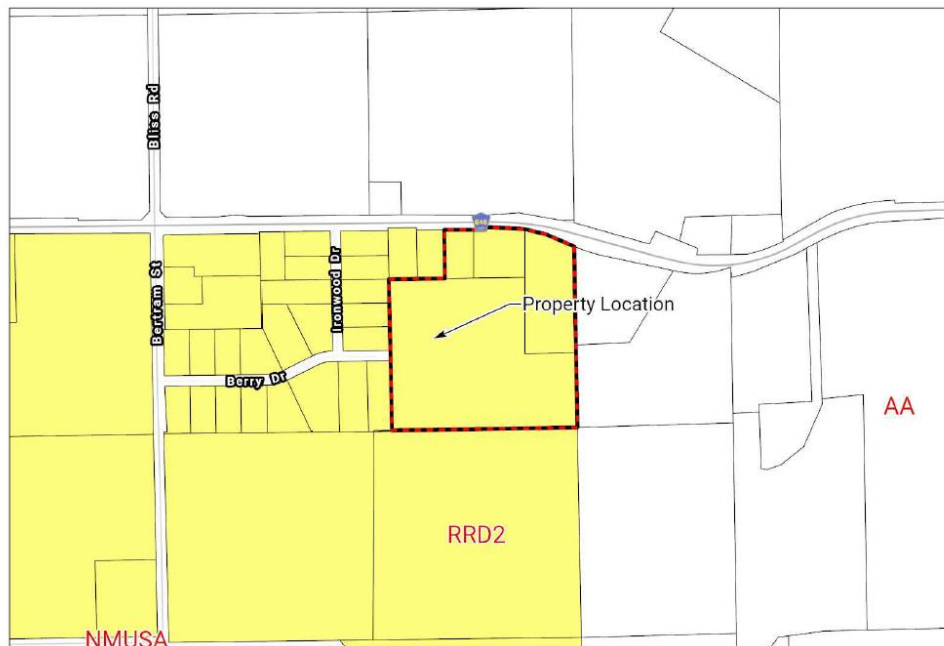
Prepared by Jessie Black
Linn County Planning & Development
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100
(319) 892-5130
Return to Becky Shoop, Auditor's Office

LINN COUNTY RESOLUTION # _____

**AN AMENDMENT TO THE LINN COUNTY
2000 RURAL LAND USE MAP**

BE IT RESOLVED by the Board of Supervisors, Linn County, Iowa, that the following amendment, Case JA21-0003, be made to the Rural Land Use Map of the Linn County Comprehensive Plan, dated July 19, 2013:

Amend the Rural Land Use Map designation from RRD2 (Rural Residential Development 2-Acre Area) to AA (Agricultural Area) on the Linn County Rural Land Use Plan Map as shown below.



LINN COUNTY PLANNING & DEVELOPMENT
JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
Cedar Rapids, IA 52404
Ph: 319-892-5141 | Fax: 319-892-5155



Land Use
JA21-0003

Passed and approved this 2nd day of June, 2021

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, and Clerk to the Board of Supervisors, 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 _____, 2021.

Notary Public State of Iowa

SALE AND AWARD OF GENERAL
OBLIGATION LAND AND WATER
LEGACY BONDS, SERIES 2021A

634201-33

Cedar Rapids, Iowa

June 2, 2021

The Board of Supervisors of Linn County, Iowa, met on June 2, 2021, at 11:00 a.m., at the Linn County Jean Oxley Public Service Center, Cedar Rapids, Iowa.

The meeting was called to order by the Chairperson, and the roll was called showing the following Supervisors present and absent:

Present: _____

Absent: _____.

This being the time and place fixed by the Board for the consideration of bids for the purchase of the County's General Obligation Land and Water Legacy Bonds, Series 2021A, it was reported that bids had been received and canvassed on behalf of the County at the time and place fixed therefor.

Such bids were placed on file, and the substance of such bids was noted in the minutes, as follows:

Name and Address of Bidder

Final Bid
(interest cost)

(ATTACH BID TABULATION)

After due consideration and discussion, Supervisor _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Supervisor _____. The Chairperson put the question upon the adoption of said resolution, and the roll being called, the following Supervisors voted:

Ayes: _____

Nays: _____.

Whereupon, the Chairperson declared the resolution duly adopted as hereinafter set out.

RESOLUTION NO. _____

Awarding Sale of General Obligation Land and Water Legacy Bonds, Series 2021A

WHEREAS, Linn County, Iowa (the “County”), State of Iowa, has proposed to issue general obligation bonds, pursuant to the provisions of Chapters 76 and 331 of the Code of Iowa, for the purpose of financing projects for water and land conservation and park and outdoor recreation purposes; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of General Obligation Land and Water Legacy Bonds, Series 2021A (the “Series 2021A Bonds”) were received and canvassed on behalf of the County and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the County’s municipal advisor has determined that the bid of _____ (the “Purchaser”), is the best bid;

NOW, THEREFORE, It Is Resolved by the Board of Supervisors of Linn County, Iowa, as follows:

Section 1. The bid of the Purchaser referred to in the preamble is hereby accepted, and the Series 2021A Bonds are hereby awarded to the Purchaser, in the principal amount of \$_____, at the price specified in such bid, together with accrued interest.

Section 2. The form of agreement of sale (the “Sale Agreement”) of the Series 2021A Bonds to the Purchaser is hereby approved, and the Chairperson and County Auditor are hereby authorized to execute the Sale Agreement for and on behalf of the County.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved June 2, 2021.

Chairperson

Attest:

County Auditor

• • • •

Upon motion and vote, the meeting was adjourned.

Chairperson

Attest:

County Auditor

STATE OF IOWA
LINN COUNTY

I, the undersigned, County Auditor of Linn County, do hereby certify that as such County Auditor I have in my possession or have access to the complete records of the County and of its Board of Supervisors and officers and that I have carefully compared the transcript hereto attached with those records and that the transcript hereto attached is a true, correct and complete copy of all the records in relation to the sale of General Obligation Land and Water Legacy Bonds, Series 2021A.

WITNESS MY HAND this June ____, 2021.

County Auditor

(Attach here copy of the bid of the successful bidder.)

May 28, 2021

Dawn Jindrich
Finance Director
Linn County Jean Oxley Public Service Center
935 Second Street, S.W.
Cedar Rapids, Iowa 52404

Re: Sale and Award of General Obligation Bonds, Series 2021A
Our File No. 634201-33

Dear Dawn:

I have prepared proceedings to be used at the Board meeting on June 2 to report the bids received and to adopt a resolution awarding the sale of the County's General Obligation Land and Water Legacy Bonds, Series 2021A to the best bidder.

The resolution must be completed with the name of the purchaser and the amount of Bonds that are sold. Paul Donna and his staff will tabulate the bids and provide that name and amount to you.

The proceedings include the following items:

1. Report of the bids received for the Land and Water Legacy Bonds, followed by Resolution awarding the sale of those Bonds.
2. Certificate attesting the transcript.

As these proceedings are completed, please return one fully executed copy to our office.

If you have any questions, please contact me.

Very truly yours,

Robert E. Josten

cc by email: Sara Bearrows
Becky Shoop
Paul Donna/Katie Morrow