BOARD OF SUPERVISORS
District 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
PH: 319-892-5000 | FAX: 319-892-5009
LinnCounty.org

LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA

Wednesday, October 27, 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.

Approve and authorize Chair to sign a Vacancy Form requesting the restructuring of two part time positions into one full-time youth counselor for Juvenile Detention and Diversion Services.

Reports

Receive and place on file Auditor's Quarterly Report for the quarter ending 9/30/21 in the amount of $4,065.00. Total Auditor transfer fees deposited by Recorder with the County Treasurer in the amount of $14,630.00.

Resolutions

Resolution suspending taxes for three (3) Linn County residents as they are unable to contribute to the public revenue by reason of age, infirmity or both, pursuant to Code of Iowa, Section 427.8.

Resolution abating property taxes determined impractical to collect in the amount of $3406.28

Resolution to approve a Residential Parcel Split for Stoney Meadow Farms First Addition, case JPS21-0021

Resolution to approve a Residential Parcel Split for Walton Farm First Addition, case JPS21-0015

Resolution for Regis Middle School to utilize the Linn County Courthouse on Saturday, November 6, 2021 for the purpose of conducting mock trials noting that all necessary documentation and safeguards have been discussed and considered.

Resolution to award contract for project ER-C057-155, intersection light replacement due to Derecho damage at County Home Road and Highway 13, to K & W Electric, Inc. in the amount of $7,080.00 and authorize Bradley J. Ketels, County Engineer, to execute the contract.

Contract and Agreements

Approve and authorize Chair to sign contract amendment #2 5882HC08, between Linn County Community Services–Ryan White Program and the Iowa Department of Public Health for the period of April 1, 2021 to March 31, 2022 for a total contract equaling $798,587.00, a funding increase for this fiscal year of $47,895.00.

Approve and authorize Chair to sign a 28E Agreement amendment relating to the Electronic Service System (ESS), also known as Iowa Land Records, administered by the Iowa County Recorders Association.

Approve and authorize Chair to sign the acceptance of two price quotations totaling $5,685 for an automatic door opener project at the Wickiup Hill Learning Center.

Approve and authorize Chair to sign a contract with The Gazette for design, printing, and distribution services for the FY2021 Linn County Popular Annual Financial Report (PAFR) in the amount of $6,500.

Approve purchase order #PO183 for $180,891.63 to Communications Engineering Company (CEC) for the first floor and outdoor camera upgrades for the Correctional Center.

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes
Discuss and decide on meeting minutes.

Claims
Discuss and decide on claims.

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

Joint Meeting with the Board of Health
Virtual Meeting at 12:00 pm

Welcome and Call to Order Joint Meeting: Leslie Wright, BOH Chair / Stacey Walker, BOS Chair

Release of the Linn County Public Health Annual Report

Presentation, Discussion and Final Thoughts

Adjourn Joint Meeting

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@linncountyiowa.gov

For the Joint Meeting only--Please join the meeting from your computer, tablet or smartphone.
https://global.gotomeeting.com/join/259578205 **you can also dial in using your phone.** United States (Toll Free): 1 866 899 4679 United States: +1 (571) 317-3116 **Access Code:** 259-578-205 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/259578205

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

LinnCounty.org

VACANCY FORM

SELECT ONE:

☑ **NEW POSITION** ☐ **REPLACEMENT**

REPLACES: _____

SELECT ONE:

☐ **NEW JOB CLASSIFICATION** ☑ **EXISTING JOB CLASSIFICATION**

JOB TITLE: Youth Counselor

DEPARTMENT: JDDS **SHIFT/HOURS:** Fri 9:30pm-7:30am,Sat9:30pm-7:30am, m8

VACANCY DATE: 10/6/21 **NUMBER OF POSITIONS:** 1

REASON TO ADD NEW POSITION (if applicable): ☐ BUDGET OFFER

☐ GRANT FUNDING

☑ OTHER: restructuring - poor applicant response

NEW POSITION FUNDING SOURCE(S):
A restructuring of positions, by elimination of one 16 hour Youth Worker and one 24 hour Youth Counselor

POST TO INSIDE: ☑ YES ☐ NO **ADVERTISE:** ☑ YES ☐ NO

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

POSITION TYPE:

☑ FULL-TIME ☐ PART-TIME ____# of hours/week ☐ TEMPORARY/SEASONAL

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

BARGAINING UNIT: ☐ Clerical ☐ Maintenance ☐ Para Professional ☑ Professional

☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: David Fricke 10-15-21

DEPARTMENT HEAD (original signature required) DATE

By signing above, I acknowledge my understanding of the following about external job postings: Failure to make a good faith effort to begin the interview process within one month of receiving candidates' applications will result in HR charging the cost of advertising back to the department.

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: _____

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: Lesa D. Powell 10-15-21

HUMAN RESOURCES DIRECTOR DATE

APPROVED BY: Balmes 10/21/2021

FINANCE/BUDGET DIRECTOR DATE

APPROVED BY: _____

CHAIRPERSON/BOARD OF SUPERVISORS DATE

Ewers, Andrea

From: Schott, Dawn
Sent: Friday, October 15, 2021 11:59 AM
To: Ewers, Andrea
Attachments: Youth Counselor Vacancy form 10-6-21.pdf

Andrea,
I have a request for a new position. We have had the part time weekend graveyard position advertised at least 4 times without any success and the 24 hour a week youth counselor position also 4 times without success. So I would like to ask the BOS to allow me to combine the positions in hopes of finding some stability in hiring. The cost difference will be a minimal increase and can be absorbed in my budget by creating less overtime needed for coverage which is how we have been handling it for quite some time. Let me know if you have any questions and when it will be ready to present to the BOS. Thanks!
Dawn

DAWN SCHOTT
Director
JUVENILE DETENTION & DIVERSION SERVICES
800 Walford RD SW | Cedar Rapids, IA 52404
Ph: 319-892-5739 | Fax: 319-892-5768
LinnCounty.org

LINN COUNTY AUDITOR'S OFFICE
Joel Miller | Auditor
Rebecca Shoop | First Deputy

JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5300
LinnCounty.org

AUDITOR'S QUARTERLY REPORT TO THE BOARD OF SUPERVISORS

July 1st, 2021 to September 30th, 2021

Election Reports	$	158.00
Election: Reimbursements of Local Elections	$	0.00
Election: Misc. Fees	$	0.00
Maps and Supplies	$	64.00
Digital Data	$	0.00
Research Fees	$	0.00
Misc. Fees	$	0.50
Purchasing Card Rebate	$	0.00
Plat Survey Fees	$	170.00
Book and Materials	$	0.00
Liquor Licenses	$	3,622.50
Cigarette Permits	$	50.00
Total On Deposit with the County Treasurer	$	4,065.00
Total Auditor Transfer Fees Deposited by Recorder with the County Treasurer	$	$14,630.00

I, Joel Miller, Auditor of Linn County, Iowa, do hereby certify that the above information is a true and correct record of fees collected by me as Auditor, for the quarter ending September 30th, 2021.

Joel Miller, Linn County Auditor

25 Oct 2021
Date

RESOLUTION
PETITION for SUSPENSION of FISCAL 2022 / ASSESSMENT 2020
PROPERTY TAXES

WHEREAS, the Linn County Board of Supervisors is this day presented with the attached petitions for suspension of taxes and/or special assessments pursuant to Section 427.8 of the Code of Iowa and;

WHEREAS, the properties for which assessments against these Petitioners are made lie within Linn County and;

WHEREAS, these Petitioners are unable to contribute to the public revenue by reason of age, infirmity, or both.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, this date met in lawful session that the attached petitions be approved for the following Petitioners, parcels, and tax years:

PETITIONER	PARCEL #	TAX YEARS	Special #
Harnish, Cathleen	14231-52014-00000	2020	
Lutz, Kenneth	10313-79011-00000	2020	
McMenomy, Della	14203-80001-00000	2020	

The Linn County Treasurer is ordered to suspend the collection of taxes assessed against these Petitioners, their polls or estates, for the above parcels for the above tax years as indicated.

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

LINN COUNTY BOARD OF SUPERVISORS

_____
CHAIRPERSON

_____
SUPERVISOR

RESOLUTION NO. 2021-

A RESOLUTION ABATING PROPERTY TAXES DETERMINED IMPRACTICAL TO COLLECT

WHEREAS**,** the Linn County Finance Director recommends that, based on a review of delinquent taxes by the County Treasurer, tax assessments that are unlikely to be collected should be removed from outstanding delinquent taxes in the County's property tax system; and

WHEREAS**,** the Board of Supervisors is empowered pursuant to 445.16, Code of Iowa, to abate taxes on the recommendation of the Treasurer, and

WHEREAS**,** the Board of Supervisors has received a written recommendation from the Treasurer that certain tax amounts currently outstanding are impractical to pursue for collection through available remedies due to the age of the assessment, the removal, destruction, or other loss of the assessed property, the acquisition of real property by governmental bodies, etc. and

WHEREAS**,** the Treasurer has provided descriptions of assessments which should be abated, and which are set out in supporting documents to this resolution.

NOW, BE IT THEREFORE RESOLVED by the Linn County Board of Supervisors, Linn County, Iowa, this date met in lawful session, that the taxes assessed against the real property listed in Exhibit A, attached hereto and made part of this resolution, in the total amount of $3406.28 are hereby abated:

BE IT FURTHER RESOLVED**,** the Linn County Board of Supervisors directs the County Treasurer to strike the amounts set out in the attached Exhibit A from the County property tax system.

PASSED AND APPROVED this _____ day of _____, 2021

LINN COUNTY BOARD OF SUPERVISORS

_____
Chairperson

AYE:
NAY:
ABSTAIN:

_____
Supervisor

_____
Supervisor

RESOLUTION 2021-

ATTEST:

_____
Joel Miller, Linn County Auditor

STATE OF IOWA)
) SS
COUNTY OF LINN)

I, Joel Miller, Linn County Auditor, hereby certify that at a regular meeting of the said Board, the foregoing

resolution was duly adopted by a vote of _____ aye, _____ nay, and _____ abstained from voting.

_____
JOEL MILLER, LINN COUNTY AUDITOR

Subscribed and sworn to before me by the aforesaid on this _____ day of _____, 2021.

_____
NOTARY PUBLIC
STATE OF IOWA

Parcel 143525401800000, AP #212 Lots 2 &3, property near Otis Road acquired by City of Cedar Rapids from Cargill to reestablish prairie plantings. Abate $65.26

Parcel 143525402000000, AP #212 Lot 1, property near Otis Road acquired by City of Cedar Rapids from Cargill to reestablish prairie plantings. Abate $106.02

Parcel 140313000900000, 651 Blairs Ferry Road NE, property acquired by City of Cedar Rapids for Lindale Trail. Abate $703.00

Parcel 151925100200000, former railroad right of way near Green Valley Terrace SE acquired by City of Cedar Rapids for Interurban Trail. Abate $32.00

Parcel 142010101000000, 604 Penn Ave NW, acquired by City of Cedar Rapids for Time Check Flood Control System. Abate $21.00

Parcel 150621900100000, 2097 6th Ave, Marion. City of Marion acquired for 6th Avenue roundabout project. Abate $1960.00

Parcel 113612700300000, Partridge Avenue in Marion. City of Marion acquired for storm water drainage. Abate $20.00

Parcel 113612800900000, Partridge Avenue in Marion. City of Marion acquired for storm water drainage. Abate $52.00

Parcel 103027700700000, 4002 Winslow Rd, Marion, Due to replat, this is now road right-of-way. Abate $184.00

Parcel 103047701300000, Abbey Road, Marion. This was dedicated to the City of Marion for storm water drainage.

Parcel 112837600103186, 92 Boca Chica Dr, a shed and deck located in Bali Hai Estates mobile home park. These structures were removed prior to 2014. Abate $124.00

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of Stoney Meadow Farms First Addition (Case # JPS21-0021) to Linn County, Iowa, containing four (4) lots, numbered lot 1, lettered Lot A, Lot B, and outlot A has been filed for approval, a subdivision of real estate located in the SESW of Section 14, Township 82 North, Range 8 West of the 5th P.M., Linn County, Iowa, described as follows:

Stoney Meadow Farms First Addition to Linn County, Iowa being the Southeast Quarter of the Southwest Quarter of Section 14, Township 82 North, Range 8 West of the 5th P.M., Linn County, Iowa, subject to road right of way, easements, covenants and restrictions of record.

WHEREAS, said plat is accompanied by a certificate acknowledging that said subdivision is by, and with the free consent of the proprietors, and is accompanied by a certificate dedicating certain property to the public, as shown on the plat; and

WHEREAS, said plat and its attachments thereto have been found to conform to the requirements of the comprehensive plan and the subdivision ordinance; and the requirements of other ordinances and state laws governing such plats; and

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of August 18, 2021 as last amended on September 20, 2021 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

1. Entrance permit required for new entrances and existing unpermitted entrances, County Standard Specifications, Section 11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. Lot 1 is allowed the two existing entrances on 76th Avenue to the farmstead and the one existing entrance on Tissel Hollow Road to the pasture. Outlot A is allowed one entrance. Upon completion of the property transaction of Lot 1 to Alliant Energy or its subsidiary, Lot 1 will be allowed one access and a second with justification.
2. Dedication of road rights-of-way, County Standard Specifications, Section 5. Fifty feet of right-of-way on 76th Avenue and forty feet of right-of-way on Tissel Hollow Road adjacent to development shall be dedicated to the County for road purposes.
3. Road agreement with conditions applicable to residential parcel split cases. County Standard Specifications, Section 1.

IOWA DEPARTMENT OF TRANSPORTATION

1. Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT

No conditions to be met.

NATURAL RESOURCES CONSERVATION SERVICE

1. Show approximate location of natural drainage ways and a note restricting building within the natural drainage way should be shown on the final plat. Contact the NRCS office for widths and building restriction requirements.
2. Clarify plans to address potential wetland area with NRCS.

LINN COUNTY CONSERVATION DEPARTMENT

No conditions to be met

LINN COUNTY EMERGENCY MANAGEMENT

No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT – ZONING DIVISION

1. All side and rear yard setbacks must be met for all structures involved in this proposal.
2. Various revisions to the site plan and final plat.
3. Prior to approval of the final plat, the owner must sign an "Acceptance of Conditions" form. The "Acceptance of Conditions" form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
4. This plat lies within the 2-mile jurisdiction of the City of Cedar Rapids, and as per the 28E Agreement between the City and the County, will require City approval or a waiver of the right to review. This plat also lies within the 2-mile jurisdiction of the City of Fairfax, and 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.
5. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
6. The remaining land of the parent parcel will result in a parcel of less than 35 acres. Either combine the remaining land to an adjacent parcel by deed restriction to total 35 acres or more, or include the remaining land as part of the final plat. If included as a part of the final plat, the lot will be non-buildable until brought into conformance with the Linn County UDC and will require the note: "This parcel may only be developed in accordance with all development regulations in effect at the time development is proposed" on the plat.
7. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.
8. One original and 3 complete copies of the final plat bound documents that must include the following:
   - (i) Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
   - (ii) Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
   - (iii) Surveyor's certificate
   - (iv) Auditor's certificate
   - (v) Resolution of the Planning and Zoning Commission
   - (vi) Resolution of the Board of Supervisors
   - (vii) Resolution of approval or waiver of review by applicable municipalities
   - (viii) Treasurer's certificate
   - (ix) Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the Unified Development Code.
   - (x) Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
   - (xi) Twelve original signed plat drawings
   - (xii) A covenant for a secondary road assessment
9. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before **SEPTEMBER 20, 2022** as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f), of the Unified Development Code.

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

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by October 27, 2022 to be valid.

Passed and approved this 27th day of October, 2021

Linn County Board of Supervisors

_____
Chair

_____
Vice Chair

_____
Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

_____
Joel Miller, Linn County Auditor

Linn County Engineer

_____
Brad Ketels, Engineer

State of Iowa)
) SS
County of Linn)

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

___ Aye ___ Nay ___ Abstain ___ Absent

_____
Joel Miller

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

on this _____ day of _____, 2021.

_____
Notary Public State of Iowa

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of Walton Farm First Addition (Case # JPS21-0015) to Linn County, Iowa, containing two (2) lots, numbered lot 1 and lettered lot A has been filed for approval, a subdivision of real estate located in the SWNW of Section 26, Township 83 North, Range 5 West of the 5th P.M., Linn County, Iowa, described as follows:

Commencing as a point of reference at the NW corner of said Section 26; thence S01 °03'56"E along the west line of said NW ¼, 1151.83 feet; thence N88°56'04"E, 872.52 feet to the centerline of Linn Ridge Road and the Point of Beginning; thence S47°21'28"E along said centerline, 666.16 feet; thence SE-ly along said centerline on an arc of 115.89 feet of a 450.00-foot radius curve to the right, having a chord length of 115.57 feet bearingS39°58'48"E; thence S32°36'07"E along said centerline, 116.09 feet; thence S62°42'45"W, 269.54 feet; thence N71 °14'38"W, 409.01 feet; thence N00°00'00"E, 629.69 feet to the Point of Beginning, containing 5.81 acres which includes 0.80 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 August 25, 2021 as last amended on September 20, 2021 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

1. Entrance permit required for new entrances and existing unpermitted entrances, County Standard Specifications, Section 11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. One entrance per parcel is allowed. An additional access may be allowed with justification and permit.
2. Dedication of road rights-of-way, County Standard Specifications, Section 5. Forty feet of right-of-way on Linn Ridge Road adjacent to development shall be dedicated to the County for road purposes.
3. Road agreement with conditions applicable to residential parcel split cases. County Standard Specifications, Section 1.

IOWA DEPARTMENT OF TRANSPORTATION

1. Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT

No conditions to be met.

NATURAL RESOURCES CONSERVATION SERVICE

1. Show approximate location of natural drainage ways and a note restricting building within the natural drainage way should be shown on the final plat. Contact the NRCS office for widths and building restriction requirements.
2. Land disturbance greater than 1 acre in size, not associated with agricultural crop production, will require a NPDES permit granted by the Iowa Department of Natural Resources.

3. Submit erosion and sediment control plan for review and acceptance. Plan shall be implemented prior to plat approval.

LINN COUNTY CONSERVATION DEPARTMENT

No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT

No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT – ZONING DIVISION

1. All side and rear yard setbacks must be met for all structures involved in this proposal.
2. Various revisions to the site plan and final plat.
3. Prior to approval of the final plat, the owner must sign an "Acceptance of Conditions" form. The "Acceptance of Conditions" form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
4. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
5. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.
6. One original and 3 complete copies of the final plat bound documents that must include the following:
   (i) Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
   (ii) Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
   (iii) Surveyor's certificate
   (iv) Auditor's certificate
   (v) Resolution of the Planning and Zoning Commission
   (vi) Resolution of the Board of Supervisors
   (vii) Resolution of approval or waiver of review by applicable municipalities
   (viii) Treasurer's certificate
   (ix) Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the Unified Development Code.
   (x) Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
   (xi) Twelve original signed plat drawings
   (xii) A covenant for a secondary road assessment
7. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before **SEPTEMBER 20, 2022** as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f), of the Unified Development Code.

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

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by **October 27, 2022** to be valid.

Passed and approved this 27th day of October, 2021

Linn County Board of Supervisors

_____
Chair

_____
Vice Chair

_____
Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

_____
Joel Miller, Linn County Auditor

Linn County Engineer

_____
Brad Ketels, Engineer

State of Iowa)
) SS
County of Linn)

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

___ Aye ___ Nay ___ Abstain ___ Absent

_____
Joel Miller

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

on this _____ day of _____, 2021.

_____
Notary Public State of Iowa

RESOLUTION NO. 2021 – 5 –

APPROVING A PROPERTY USE REQUEST FOR PERMISSION TO UTILIZE THE LINN COUNTY COURTHOUSE FOR THE PURPOSE OF CONDUCTING MOCK TRIALS

WHEREAS, Regis Middle School, Mock Trial Regional Coordinator, has requested permission to use courtrooms at the Linn County Courthouse, for the purpose of conducting a High School Mock Trial on Saturday, November 6, 2021, and;

WHEREAS, the Linn County Facilities Department, Linn County Sheriff's Office, Linn County Risk Management Department and the State of Iowa Court Administrator have recommended approval of this request,

BE IT THEREFORE 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 Mock Trial will follow the direction as given by the Linn County employees.

2. The personnel sponsoring the Mock Trial will be responsible for seeing that all courtroom furniture and items are returned to the same place they were before the Mock Trial started.

3. The personnel sponsoring the Mock Trial will oversee the proper conduct of the event.

4. The applicant will accept the appropriate Linn County issued fee(s) associated with the cleaning of the facility following the event.

PASSED AND APPROVED this _____ day of _____2021.

LINN COUNTY BOARD OF SUPERVISORS

_____ _____

Stacey Walker, Chair Ben Rogers, Vice Chair

_____

Louis J. Zumbach, Supervisor AYE: NAY: ABSTAIN:

ATTEST:

_____

Joel Miller, Linn County Auditor

RESOLUTION (resolution number)

WHEREAS, the Board of Supervisors, hereafter referred to as "the Board", believes the ER-C057-155, hereafter referred to as "the project" is in the best interest of Linn County, Iowa, and the residents thereof. The project is defined as intersection light replacement due to Derecho damage at County Home Road and Highway 13; and

WHEREAS, the Board has sought appropriate professional guidance for the concept and planning for the project and followed the steps as required by the Code of Iowa for notifications, hearings, and bidding/letting; and

WHEREAS, The Board finds this resolution appropriate and necessary to protect, preserve, and improve the rights, privileges, property, peace, safety, health, welfare, comfort, and convenience of Linn County and its citizens, all as provided for in and permitted by section 331.301 of the Code of Iowa; and

IT IS THEREFORE RESOLVED by Board to accept the bid from K & W Electric, Inc. in the amount of $7,080.00 and awards the associated contract(s) to the same;

BE IT FURTHER RESOLVED that all other resolutions or parts of resolutions in conflict with this resolution are hereby repealed. If any part of this resolution is adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution or action of The Board as a whole or any part thereof not adjudged invalid or unconstitutional. This resolution shall be in full force and effect from and after the date of its approval as provided by law; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Linn County, Iowa, that after receiving the necessary contract documents, including but not limited to, the contractor's bond and certificate of insurance, Bradley J. Ketels, P.E., the County Engineer for Linn County, Iowa, be and is hereby designated, authorized, and empowered on behalf of the Board of Supervisors of said County to execute the contracts in connection with the afore awarded construction project let through the DOT for this county.

Dated at Cedar Rapids, Iowa, this 27th day of October, 2021.

Board of Supervisors of Linn County, Iowa

_____

_____

_____

ATTEST:

By _____
County Auditor

SEAL

Iowa Department of Transportation

Apparent Bids for Letting of Oct 19, 2021

Letting ID: 21/10/19

Cut-off Time: 10:00:59 AM CDT

Proposal: 354--57-C057-155

Counties: LINN

LIGHTING

Bidder Name	Bid Amount	Comment	DBE
K & W ELECTRIC, INC.	$7,080.00		0.00%
VOLTMER, INC.	$9,030.00		0.00%
PRICE INDUSTRIAL ELECTRIC, INC.	$12,980.00		0.00%

(3 apparent bids)

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DATE: September 8, 2021	**AMENDMENT #: 2**
CONTRACT #: 5882HC08	**PROJECT TITLE:** HIV Client Services Program
CONTRACTOR: Linn County Treasurer dba Linn County Community Services	**TOTAL APPROVED FUNDING**: ~~$747,578.00~~ ~~$750,692.00~~ $798,587.00
CONTRACT PERIOD: April 1, 2021 - March 31, 2022	**FUNDING SOURCE:** FEDERAL: $106,399.00 STATE: ~~$696.00~~ ~~$2,317.00~~ $2,704.00 OTHER: ~~$640,483.00~~ ~~$641,976.00~~ $689,484.00 Interagency State: $0 Interagency Federal: $0 Private/Fees/Other: ~~$640,483.00~~ ~~$641,976.00~~ $689,484.00

This contract is amended by adding $47,895.00 to Article IX – Budget.
The following changes have been made to the funding and Budget:

1553 = $387.00
0804 2RWR = +$47,508.00

Article IX - Budget:

		Approved Funding	Amendment 2	Updated funding available for July 1, 2021 through March 31, 2022
A. Case Management				
	Medical Case Management	$94,638.00	+$13.168.00	$107,806.00
	Non-Medical Case Management	$105,771.00	+$14,718.00	$120,489.00
	Brief Contact Management	$75,153.00	+$10,457.00	$85,610.00
	Maintenance Outreach Support Services April 1, 2021 – June 30, 2021	$229.00		$229.00
	Maintenance Outreach Support Services July 1, 2021 – March 31, 2022	$2,088.00	+$387.00	$2,475.00
	Case Management Supplies	$6,923.00	+$4,811.00	$11,734.00
B. Core Medical Services				
	Early Intervention Services (EIS)			
	Health Insurance Premium and Cost Sharing Assistance (HIPCSA)	$16,970.00		$16,970.00
	Home and Community-Based Health Services			
	Home Health Care			
	Medical Nutrition Therapy			

	Mental Health Services			
	Oral Health Care			
	Outpatient/Ambulatory Health Services (OAHS)			
	Substance Abuse Outpatient Care			

C. Support Services

	Child Care Services			
	Emergency Financial Assistance	$53,031.00		$53,031.00
	Food Bank/Home Delivered Meals	$26,156.00		$26,156.00
	Health Education/Risk Reduction			
	Housing	$158,815.00		$158,815.00
	Linguistic Services	$364.00		$364.00
	Medical Transportation	$16,735.00		$16,735.00
	Other Professional Services			
	Outreach Services			
	Psychosocial Support Services			
	Referral for Health Care and Support Services	$36,145.00		$36,145.00
	Substance Abuse Services (residential)			

D. Infrastructure Development

	Quality Management activities			
	Data Management activities			
	Planning and Coordination			
	Capacity Building			
	Supplies			

E. Benefit Coordination

	Benefit Coordination	$88,810.00		$88,810.00
	Benefit Coordination Supplies	$619.00		$619.00
Sub Total		$682,447.00	+$43,541.00	$725,988.00
Administration		$68,245.00	+$4,354.00	$72,599.00
Total		$750,692.00	+$47,895.00	$798,587.00

The amended contract amount on the face sheet shows an increase of $47,895.00.
The new contract total is $798,587.00.

All other conditions and terms of the contract remain in effect. The contractor specifies no additional changes have been made to the Special Conditions or General Conditions. The parties hereto have executed this contract amendment on the day and year last specified below.

For and on behalf of the Department:

By:_____

For and on behalf of the Contractor:

By:_____

Insert Date (required if not a digital signature): _____

AMENDED AND SUBSTITUTED COUNTY ELECTRONIC SERVICES SYSTEM 28E AGREEMENT

WHEREAS, the Iowa County Recorders Association (hereinafter referred to as "Association") and the following Counties to wit: Adair, Adams, Allamakee, Appanoose, Audubon, Benton, Black Hawk, Boone, Bremer, Buchanan, Buena Vista, Butler, Calhoun, Carroll, Cass, Cedar, Cerro Gordo, Cherokee, Chickasaw, Clarke, Clay, Clayton, Clinton, Crawford, Dallas, Davis, Decatur, Delaware, Des Moines, Dickinson, Dubuque, Emmet, Fayette, Floyd, Franklin, Fremont, Greene, Grundy, Guthrie, Hancock, Hardin, Harrison, Henry, Howard, Humboldt, Ida, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Kossuth, Lee, Linn, Louisa, Lucas, Lyon, Madison, Mahaska, Marion, Marshall, Mills, Mitchell, Monona, Monroe, Montgomery, Muscatine, O'Brien, Osceola, Page, Palo Alto, Plymouth, Pocahontas, Polk, Pottawattamie, Poweshiek, Ringgold, Sac, Scott, Shelby, Sioux, Story, Tama, Taylor, Union, Van Buren, Wapello, Warren, Washington, Wayne, Webster, Winnebago, Winneshiek, Woodbury, Worth, Wright [See Also Attachment A] entered into the above described County Electronic Services System 28E Agreement; and

WHEREAS, the Electronic Services System was created in 2005 and has implemented electronic recording and electronic transactions in each county and has developed a model statewide land record information system and website to provide electronic access to records and information in the State; and

WHEREAS, the Iowa County Recorders Association and each participating county have been instrumental in creating and expanding the public's access to public records while at the same time assuring the creation and development of a system that redacts and protects personally identifiable information efficiently and accurately; and

WHEREAS, the Electronic Services System has efficiently and successfully performed the duties specified in Section 331.604 of the Code of Iowa; and

WHEREAS, the Electronic Services System has successfully fulfilled its fiduciary responsibilities to Iowa citizens and counties by transmitting fees paid by customers to Iowa counties for the public services rendered by the System and by conducting an annual financial audit assuring the integrity and efficiency of the Electronic Services System created and developed by the participating Counties and the Iowa County Recorders Association; and

WHEREAS, 2005 Iowa Acts, chapter 179, section 101 has been amended by the Iowa General Assembly (House File 527, 2021 Iowa Acts) to allow the Electronic Services System to amend the agreement to provide for the ongoing implementation of the county land record information; and

WHEREAS, in accordance with the recent amendments by the Iowa legislature, the parties seek to amend and Substitute the County Electronic Services System 28E Agreement and in the process allow the system to contract directly for services thereby eliminating the financial liability of the Iowa County Recorders Association for the direct contractual actions of the Electronic Services System while at the same time allowing for a representative governance system assuring continued leadership by elected County Recorders across the State; and

NOW THEREFORE, the undersigned counties and the Iowa County Recorders Association hereby Amend and Substitute the aforementioned County Electronic Services System 28E Agreement entirely with this **AMENDED AND SUBSTITUTED COUNTY ELECTRONIC SERVICES SYSTEM 28E AGREEMENT** as follows:

1. **PURPOSE.** This Agreement is an Amended and Substituted Intergovernmental Agreement creating and continuing the Electronic Services System administering the county land records information system, a/k/a Iowa Land Records, and other services. The purpose of the Electronic Services System was to establish a system and the necessary associated infrastructure to enable the recordation of various land records by interested parties in all areas of the State, and to provide reasonable public access to the public to land record information, while assuring that personally identifiable information was redacted in accordance with Iowa Law prior to public access to such records through the system.

2. **STATUS AS LEGAL ENTITY.** The Electronic Services System shall hereafter be constituted as a separate and distinct legal entity formed and established pursuant to chapter 28E of the Iowa Code (2021) governed by the governing board as set forth herein. As so constituted, it shall have the following powers:

    a. To receive and disburse electronically into bank accounts designated by the Electronic Services System and each County Recorder authorized fees for electronic recording and other services.
    b. To provide Iowa counties with an Electronic Services System for other services provided through the Office of the County Recorder;
    c. To provide an Electronic Services System for other public agencies or private organizations.
    d. To contract with any public or private entity to provide all necessary services.
    e. To rent, lease or purchase any tangible personal property, real estate or services reasonably necessary to fulfill the purposes of this Agreement;
    f. To establish a system of accounting and budgeting, and a system for receiving payments;
    g. To retain legal counsel, accountants and other professional individuals needed in order to fulfill the purposes of this Agreement; and
    h. To exercise any other power or do any other legal act necessary to discharge its obligations and fulfill the purposes of this Agreement.
    i. Take other routine or ministerial action as needed to provide for the successful operation of the Electronic Services System and/or the county land record information system.
    j. Establish Policies and Procedures to provide for the governance and operation of the Electronic Services System and a governing board or committee.
    k. Establish committees and subcommittees as needed to carry out the duties and responsibilities established by the ESS Coordinating Committee ("Committee").

l. To sue, or be sued, acquire and own real or personal property necessary for its corporate purpose.
m. Adopt a corporate seal and alter the seal at its pleasure.
n. To issue debt as it deems necessary to fulfill its purposes.
o. Execute all powers conferred in chapter 28E of the Iowa Code (2021) and as subsequently amended from time to time.

3. **DURATION**. This Agreement shall become effective at such time as the undersigned counties have executed this Agreement in the manner hereinafter provided, and this Agreement is filed and recorded as required by Iowa Code section 28E.8 (2021). Copies of the filed and recorded Agreement shall be provided to the member counties. The operations of ESS shall be perpetual unless terminated in accordance with this Agreement.

4. **GOVERNING BOARD**. The Electronic Services System shall be governed by the committee known as the ESS Coordinating Committee ("Committee").

a. **Composition of ESS Coordinating Committee.** Initially the Committee shall consist of 10 members, and the number of members may be adjusted in the manner provided pursuant to paragraph 4(d). The members of the Committee shall be appointed by the Iowa County Recorders Association Executive Board.

b. Members of the ESS Coordinating Committee shall consist of eight County Recorders who shall be representative of the Electronic Services System membership as follows:
   i. One County Recorder shall be appointed from each of the six geographic districts established by the Iowa County Recorders Association.
   ii. One County Recorder shall be appointed from one of five counties with the highest population based on the most recent official U.S. census.
   iii. One County Recorder who is a member of the Iowa County Recorders Association Executive Board. To the extent practicable, the County Recorders should be representative of the various indexing and imaging systems utilized throughout Iowa. Deputy Recorders shall be eligible to serve on the ESS Coordinating Committee.

c. Members of the Committee may also include representatives of stakeholders and professionals who develop, originate or process official real estate documents. Stakeholder representatives shall comprise no more than six positions on the Committee. These members shall be qualified from one of the following groups:
   i. A person who is a representative of Iowa financial institutions including banks, credit unions or mortgage companies.
   ii. A person who is a representative of professionals active in the practice of real estate law.
   iii. A person who is a representative of professionals in abstracting and land title management.
   iv. A person who is a representative of information technology professionals who serve Iowa counties.
   v. A person who is representative of professional realtors or brokers.
   vi. A person who is representative of professional and licensed land surveyors.
   vii. Any person who is representative of another profession engaged in the Iowa real estate industry.

A stakeholder representative must actively support and contribute to the success of the Electronic Services System.

d. Adjustments may be made to the composition of the Committee by resolution approved by at least 75% of the Committee and effective upon ratification by the Iowa County Recorders Association Executive Board. In the event the Iowa County Recorders Association Executive Board does not ratify the change in composition of the Committee within 90 days of adoption of the resolution by the Committee, any such change shall be considered defeated.

e. **Vacancy.** In the event that a vacancy occurs on the Committee as a result of a resignation or for any other reason, the Iowa County Recorders Association Executive Board shall appoint a replacement from the applicable group described in paragraphs 4(b) and 4(c).

5. VOTING

a. In the conduct of the Committee's business, each member of the Committee will have one vote, and the majority vote of those members present and voting shall decide such matters, unless a different voting threshold is set forth herein.
b. Committee members may participate and vote via electronic means including teleconference, web conference, or other electronic mediums, subject to the requirements of Chapter 21 of the Iowa Code.
c. The Chair, or in the Chair's absence, the Vice Chair of the Committee, may vote and participate in discussion, but shall not make or second a motion.

6. OFFICERS

a. The officers of the Committee shall be the Chair, the Vice Chair and the Secretary/Treasurer, each of whom shall be elected by vote of the Committee at the annual meeting of the Committee.

b. The Chair shall preside at all meetings of the Committee. The Chair or the Vice Chair in the absence of the Chair shall sign any instruments which the Committee has authorized to be executed, except in cases where the signing of instruments shall be required by law or protocol to be otherwise signed or executed, or where the resolution of the Committee authorizes the signing of such instrument by another person.

c. In the absence of the Chair, or in the event of the death, inability to act or refusal to act by the Chair, the Vice Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon that office.

d. The Secretary shall have responsibility for (i) the taking and preservation of minutes of the proceedings of the Committee, (ii) the giving of all notices in accordance with this Agreement or any Policies and Procedures, or as otherwise

directed by the Committee or required by law, (iii) acting as custodian of the records of the ESS and (iv) keeping a current registry of the names and addresses of the members of the governing body of each Participating Community, and of each Participating Community's principal officers and of the Committee representatives and alternates.

e. The officers of the Committee shall be elected annually by and from the members of the Committee present at the annual meeting of the Committee. Nominations shall also be accepted from the representatives present at the annual meeting. All nominees, including those offered by a nominating committee, must receive a second in order to be considered a candidate and voted on for office.

f. Each officer shall hold office until his or her successor has been duly elected. Alternates shall not be eligible to serve as officers. Each of the officers shall be from different participating counties. A vacancy in the office of Chair, Vice-Chair or Secretary shall be filled by the Committee for the unexpired portion of the term.

7. **MEETINGS.**

a. Regular meetings shall be held at least quarterly at the place, day and hour set forth in a schedule of regular meetings for the following year that is approved by the Committee by no later than the last meeting in last quarter of each calendar year. A copy of the agenda and all materials to be considered at the meeting shall be mailed or delivered to the members of the Committee, at least two (2) business days prior to the meeting, or as may otherwise be set forth in the Policies and Procedures.

b. Special meetings of the Committee, for any purpose or purposes not inconsistent with this Agreement, may be called by the Chair, or shall be called by the Chair at the request of any six participating counties. The notice requirements of subsection (a) shall apply to all special meetings.

c. All meetings of the Committee shall be conducted in compliance with Chapter 21 of the Code or any successor laws, as the same may be amended or supplemented in the future, and in general accordance with Robert's Rules of Order.

d. The members present at any properly announced meeting shall constitute a quorum. A quorum is required to be present to convene a meeting of the Committee and for the conduct of its business. The Chair shall determine whether a quorum exists, shall cause the names of all members present to be entered into the meeting minutes, and shall call the meeting to order if a quorum exists.

8. **POLICIES AND PROCEDURES.** The Committee may adopt Policies and Procedures relating to the notice and conduct of its meetings and those of any committees or subcommittees it shall establish. Such Policies and Procedures may be adopted, and may be amended or repealed, by a

majority vote of the members of the Committee present and voting taken at any regularly scheduled or specially called meeting as described in Section 7, hereof, provided that notice of the impending vote thereon is contained in the meeting notice and agenda of the meeting at which such vote is to be taken.

9. **DUTIES**. The Electronic Services System shall have the following duties.

    a. To execute contracts necessary for implementation of the county land record information system as required by law.
    b. To adopt Policies and Procedures for the county land record information system and other public services.
    c. To maintain the county land record information system and website(s)
    d. To integrate land record information managed by county recorders with land record information from other sources, as practicable
    e. To implement and maintain processes for redacting personally identifiable information contained in electronic documents ~~which~~ that are displayed for public access or transferred to another person
    f. To establish standards for recording, processing and archiving electronic documents and records

10. **BUDGET AND ANNUAL REPORT**. The ESS Coordinating Committee shall, prior to January 1 of each year, prepare and adopt a budget for the operation of ESS for the next calendar year. The ESS Coordinating Committee shall make a copy of the ESS budget available to each member county. The ESS Coordinating Committee may amend the ESS budget during the fiscal year.

    The accounts of ESS shall be audited and verified by a certified public accountant within two hundred seventy (270) days of each calendar year and a copy thereof provided to the Board of Supervisors and County Recorder of each member of the Agreement, the Auditor of the State of Iowa and, upon request, to any other elected official in a county that is a party to this Agreement.

    Not later than July 1 of each year, an annual report concerning the operations of ESS and related county activities shall be provided to the Board of Supervisors of each member of the Agreement.

11. **FUNDING**. ESS shall provide the services referred to in this Agreement to each member county. Funding for the operation of ESS shall be provided through any electronic recording service fee established for these purposes as specified or authorized in the Iowa Code, any payment surcharge or service fee, any service or user fees for other services, and other sources deemed appropriate by the Electronic Services System and its members to be charged for other services or data.

12. **ADDITIONAL MEMBERSHIP**. Any Iowa county may become party to this Agreement and gain membership in ESS by adoption of this Agreement, as it may have been amended, by motion of its board of supervisors. Membership shall be effective upon filing and recording of the Agreement as required by Iowa Code section 28E.8 (2021), with a copy of the filed and recorded Agreement to be provided to Electronic Services System ESS Coordinating Committee and the new member county.

13. **WITHDRAWAL**. Any county, by motion of its board of supervisors, if specifically authorized by a session law, signed by the governor, may withdraw from ESS by giving written notice to the ESS Coordinating Committee no later than June 15 preceding the calendar year of withdrawal. Any such withdrawal will become effective no earlier than January 1 following the date notice is given, or the date specified in the notice, whichever is later. Services of ESS shall continue to be provided to the withdrawing county until the date of withdrawal.

14. **STANDARDS**. Members shall comply with all standards, policies and requirements for the delivery of electronic services adopted by the ESS Coordinating Committee.

15. **AMENDMENTS**. This Agreement may be amended by motion of the ESS Coordinating Committee which must be approved by at least 75% of the Committee. The passed amendment shall then be submitted to the individual member counties. A separate explanation of the reasons for the amendment shall be included in the transmission of the proposed amendment to the individual member counties. Each county desiring to vote upon the amendment shall do so by motion and return to ESS Coordinating Committee a certified copy of the motion indicating the county's vote on any such amendment within sixty (60) days of the date that the county receives a copy of the proposed amendment. Any county not voting upon the amendment within this time shall be considered to have approved the amendment. If the amendment receives a majority of the votes of all County members, it shall become effective ten (10) days following the date the vote is tabulated. Amendments shall be filed and recorded as required by Iowa Code section 28E.8 (2021).

16. **NON-LIABILITY**. ESS is a public agency. The ESS Coordinating Committee and individual counties shall not be liable for any acts, deeds, resolutions or other actions of ESS. Each individual county, and its assets and taxing authority may not be reached, attached or executed upon by any creditor or claimant of ESS. The ESS Coordinating Committee and its assets may not be reached, attached or executed upon by any creditor or claimant of ESS.

17. **THIRD PARTY BENEFIT**. Neither the provisions of this Agreement nor the provisions of any agreement that ESS may have with any public or private agency shall inure to the benefit of any other third party or any individual resident or taxpayer of any county and neither this Agreement nor any agreement that ESS may have with any public or private agency may be the basis of a claim or cause of action on behalf of any other third party or any individual resident or taxpayer of any county.

18. **TERMINATION**. If specifically authorized by a session law, signed by the governor, this Agreement may be terminated by motion of the ESS Coordinating Committee which must be approved by at least 75% of the Committee which shall then by submitted for consideration by the individual member counties. A separate explanation of the reasons for the termination shall be included in the transmission of the proposal to the individual member counties. Each county desiring to vote upon the termination shall do so by motion and return to ESS Coordinating Committee a certified copy of the motion indicating the county's vote on any such amendment within sixty (60) days of the date that the county receives a copy of the proposed termination. Any county not voting upon the termination within this time shall be considered to have approved the termination. If the termination receives a majority of the votes of all County members, it shall become effective one hundred and eighty (180) days following the date the vote is tabulated. The termination shall be filed and recorded as required by Iowa Code Chapter 28E (2021).

19. **DISPOSITION OF ASSETS**. The assets of ESS have been supported by annual payments made by each county for the maintenance of integrations with individual county land records management systems. In the event this Agreement is terminated and ESS is abolished, all property of ESS shall be liquidated and distributed equally among the participating counties, or as otherwise directed by applicable Iowa Law, after payment of all just debts, obligations and liabilities of ESS.

20. **SEVERABILITY**. If any portion of this Agreement or the application of this Agreement to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given affect without the invalid provisions or applications, and to this end, the provisions of this Agreement are declared to be severable.

Attachment A – ESS Membership

County	Date	Book	Page	Reference No.
Adair	9/15/05	535	14	2005-1670
Adams	8/30/05	101	704	2005 658
Allamakee	9/7/05	2005	2290	2290
Appanoose	10/3/05	2005	2258	2005 2258
Audubon	9/6/05			05-1112
Benton	1/20/06	6	348	06-0348
Black Hawk	9/1/05			200600005959
Boone	9/6/05	2005	5309	055039
Bremer	8/31/05	2005	4097	20054097
Buchanan	12/5/05			2005R004417
Buena Vista	9/7/05	05	3001	53001
Butler	10/20/05	2005	4484	2005-4484
Calhoun	9/7/05	2005	1545	2005-1545
Carroll	10/7/05	2005	3416	3416
Cass	8/31/05	2005	1987	2005 1987
Cedar	8/29/05	749	64	3601
Cerro Gordo	9/7/05	2005	8138	2005_8138
Cherokee	9/7/05	2005	1803	2005 1803
Chickasaw	9/16/05			2005-2036
Clarke	12/21/05	96	442	052320
Clay	9/30/05	2005	3349	3349
Clayton	8/31/05	1	256	2005R03087
Clinton	9/12/05			2005-07742
Crawford	9/6/05			2005-2368
Dallas	9/15/05	2005	15390	15390
Davis	9/12/05	124	46	2005-1246
Decatur	8/30/05	2005	1475	2005-1475
Delaware	9/7/05	2005	3194	3194
Des Moines	9/8/05	2005	005449	2005-005449
Dickinson	9/21/05	24	341	05-06610
Dubuque	9/14/05			2005-00014977
Emmet	9/6/05	2005	1770	2005-01770
Fayette	9/6/05	2005	2904	2904
Floyd	10/11/05	2005	2623	2623
Franklin	9/12/05			20052181
Fremont	8/30/05	2005	1544	20051544
Greene	9/12/05	25	903	2005-1816

Grundy	9/8/05	2005	2461	2005-2461
Guthrie	9/14/05	2005	2761	2005-2761
Hancock	9/7/05			05-1942
Hardin	8/31/05	2005	3056	3056
Harrison	9/8/05	2005	2970	2970
Henry	9/1/05	2005	2514	2514
Howard	9/6/05	23	173	407
Humboldt	8/30/05	05	1923	51923
Ida	9/1/05	5A	85	05 1167
Iowa	9/23/05	755	91	1145
Jackson	9/7/05	2005	3622	05-3622
Jasper	9/22/05	5	7860	200500007860
Jefferson	9/6/05	2005	2195	2005-2195
Johnson	9/15/05	3940	316	
Jones	8/30/05			2005 3077
Keokuk	8/30/05			2005 1650
Kossuth	9/23/05	2005	3426	3426
Lee	9/6/05	05N	2658	2658
Linn	9/29/05	6133	379	
Louisa	9/13/05	644	175	0459
Lucas	9/14/05	A14	965	050443
Lyon	9/16/05	2005	2354	2354
Madison	1/4/06	2006	54	54
Mahaska	9/14/05	2005	3533	3533
Marion	10/3/05	2005	6122	05-6122
Marshall	9/6/05			200500006378
Mills	9/7/05	353	569	3431
Mitchell	9/6/05	2005	1665	1665
Monona	8/30/05	41	200	05-1558
Monroe	9/8/05	2005	1491	1491
Montgomery	9/29/05	288	676	649
Muscatine	8/31/05	2005	06612	2005-06612
O'Brien	9/12/05			2005-2266
Osceola	9/15/05	2005	1382	20051382
Page	9/6/05	2005	2264	20052264
Palo Alto	8/30/05	2005	1784	1784
Plymouth	9/13/05	2005	4417	4417
Pocahontas	8/30/05	159	173	1173
Polk	4/5/06	11595	65	200600093755
Pottawattamie	9/21/05	106	5949	
Poweshiek	10/3/05	0761	0426	3628

Ringgold	8/30/05	310	443	1204
Sac	9/13/05			052048
Scott	9/9/05			200500030241
Shelby	9/6/05			2413-05
Sioux	8/30/05	2005	4913	2005-04913
Story	9/8/05			11251
Tama	9/6/05	41	60	2005-0871
Taylor	10/6/05	97	621	450
Union	9/28/05	831	39	2487
Van Buren	10/3/05	38	837	1300
Wapello	9/16/05	2005	5163	5163
Warren	9/7/05	2005	9880	2005-9880
Washington	8/31/05	2005	3808	2005-3808
Wayne	9/8/05	26	262	05-1802
Webster	8/30/05	2005	5280	5280
Winnebago	8/30/05	2005	1598	05-1598
Winneshiek	9/29/05	2005	4058	4058
Woodbury	10/20/05	679	7101	6637
Worth	8/29/05	2005	2060	20052060
Wright	9/13/05	T	2563	2348

THE EXECUTION OF THIS AGREEMENT BY EACH UNDERSIGNED COUNTY SHALL CONSTITUTE ADOPTION OF THIS AGREEMENT. FOR EACH UNDERSIGNED COUNTY, SUCH EXECUTION SHALL BE PURSUANT TO AUTHORITY GRANTED BY MOTION OF THE BOARD OF SUPERVISORS.

28E AGREEMENT

ELECTRONIC SERVICES SYSTEM

Deb Kupka
Chair, Electronic Services System
Date October 11, 2021

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Deb Kupka, being first duly sworn on oath depose and state that I am the Chair of the ESS Coordinating Committee, and that I executed the foregoing instrument as the Chair of the ESS Coordinating Committee and that the statements contained therein are true.

Deb Kupka, Chair, ESS Coordinating Committee

Subscribed and sworn to before me this 11th day of October, 2021.

Iowa Notarial Seal
ANGIE PRINCEHOUSE
Tama County Deputy Recorder

(SEAL)

Notary Public in the State of Iowa
Name of Notary Angie Princehouse

Marion, Iowa 52302
3450 3rd Street
Voice:(319)377-6655
Fax:(319)377-3815
Cell:(319)721-3039

Proposal Submitted to: Linn County Conservation Attn. Chuck	Date: 10/11/2021
Chuck.Bogard@Linncounty.org	Quote/Project Number:
	Project Name: New Handicap Door Wiring

ESCO JOB NUMBER

We hereby submit estimates for:

ESCO will provide all labor and materials for powering up two new handicap doors
ESCO will provide one circuit for both doors.
ESCO will not be responsible for the remote wireless operator controls on the outside bollards

All work to be done during normal straight time working hours

Lump Sum	**$ 885.00**

Amount shown above includes applicable sales tax on material but any applicable sales tax on labor will be added at the time of invoice. If you are a tax exempt entity or this is a tax exempt project provide ESCO with a tax exemption certificate to avoid tax charges.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimates. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Unless otherwise specified above, payment is due 30 days after invoiced.

Authorized Signature: Brad Hackett

Note: This proposal may be withdrawn by us if not accepted by 45 days.

ACCEPTANCE:

The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted: _____ **Signature:** _____

Date: _____ **Purchase Order No. (if required)** _____

Paul Walter
5223 B Grand Avenue
Davenport, Iowa 52807
(563) 888-1074
pwalter@autodoorgroup.com

AUTOMATIC DOOR GROUP

September 10, 2021

Chuck Bogard
Linn County Conservation

RE: Budget quote for two operators

We propose to furnish and install the following with a one year parts and labor warranty on openings
2-Stanley M Force heavy duty LE swing operator for single doors
Clear or Dark Bronze anodized finish
3-BEA S/S faced press type activation switch w/back box
3-BEA 900MHz wireless transmitters
2-BEA 900MHz wireless receivers
All required safety decals

For the sum of: Four Thousand Eight Hundred Dollars ($4,800.00)

By others: 120volt power to operator, low voltage wiring to security devices, repair of holes in frame/door left by previous equipment. final cleaning of doors frames, glass, work area

Price quoted is for installation during normal business hours

Installation by AAADM certified ADG techs per ANSI A 156.19 standards
Terms net 30 days for material and work performed as of invoice date. Balance in full upon completion of this contract. Please sign and return to proceed with scheduling. Valid for 30 days.

Company_____
By_____
Title_____

Date_____

CONTRACT WITH DESIGN FIRM

A CONTRACT FOR DESIGNING / PRINTING / DISTRIBUTION SERVICES FOR LINN COUNTY'S FY 2021 POPULAR ANNUAL FINANCIAL REPORT (PAFR)

This agreement, entered into this **27th day of October 2021**, by and between Linn County, Iowa, and The Gazette, referred to as CONTRACTOR; witnesseth:

In order to accomplish the objective of designing, printing, and distributing Linn County's FY21 Popular Annual Financial Report (PAFR), Linn County and the CONTRACTOR agree as follows:

1. Linn County will pay the CONTRACTOR an amount not to exceed $6,500 for services and expense reimbursement under this contract.

2. The CONTRACTOR agrees to perform all work required for graphic design and printing the 12-page FY21 PAFR.

3. The CONTRACTOR agrees to provide the Cedar Rapids Gazette, Mount Vernon-Lisbon Sun, and Central City Linn News newspapers sufficient copies of the PAFR to meet their Linn County distribution numbers and to supply Linn County with approximately 500 overruns.

4. The terms of this agreement shall begin upon the execution of this contract by the Chief Elected Official (Chair of the Linn County Board of Supervisors) and shall terminate at the completion of the project.

5. Linn County may terminate this agreement at any time by giving notice by certified mail to the CONTRACTOR. In that event, equitable adjustment shall be made for all work completed prior to termination as certified by the CONTRACTOR.

6. The CONTRACTOR may terminate this agreement by giving a 21-day notice by certified mail to Linn County. In that event, equitable adjustment shall be made for all work completed prior to termination as certified by the CONTRACTOR.

7. The CONTRACTOR shall make an electronic version of the completed PAFR available for Linn County's use on the Linn County website.

8. In performing the functions set forth in this agreement, it is understood and agreed that the CONTRACTOR is an independent CONTRACTOR and that all work performed hereunder shall be conducted in a professional and satisfactory manner. Furthermore, the CONTRACTOR shall hold harmless Linn County for any injury or damage caused by the acts or omissions of the CONTRACTOR on employees or agents and the CONTRACTOR agrees to indemnify Linn County for any such injury or damages.

IN WITNESS, WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS

_____ DAY OF OCTOBER 2021.

_____

CONTRACTOR

_____

Stacey Walker, Chair, Linn County Board of Supervisors
CHIEF ELECTED OFFICIAL