

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

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

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Wednesday, February 16, 2022

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

Receive and place on file Treasurer's (Auto Dept.) Report to the County Auditor Receipts and Disbursements for the Month of January, 2022.

Resolutions

Resolution to set a public hearing for March 7, 2022 at 11:00 AM to determine whether Linn County will convey to Delores J. Neilsen and Melinda E. Dolan whatever interest Linn County may have in vacated right-of-way along former Vermont Way west of Lot 1, Block 7 in Waubeek.

Contract and Agreements

Approve and authorize Chair to sign an agreement between KDM Consults and Linn County Juvenile Detention Center for a re-certification audit to meet the Prison Rape Elimination Act standards. The Auditor's fee is \$3,000 plus expenses not to exceed an additional \$800.

Approve and authorize Chair to sign an annual agreement between the Child Care Nurse Consultant for Linn County and the Linn County Child Development Center for the provision of consultation services, which could include health and safety observations and consultation, at no cost to the County.

Approve and authorize Chair to sign a Shared Road Maintenance and Snow & Ice Control Agreement between Linn County and the City of Bertram.

Approve purchase order #PO240 for \$80,295 to Unzeitig Construction Co for ADA concrete upgrades and repairs at the Community Services Building.

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

Discuss and decide on mask requirements for Linn County employees and customers while in a Linn County building.

Public Comment: Five Minute Limit per Speaker

This is an opportunity for the public to address the board on any subject pertaining to board business.

Payroll Authorizations

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

Board Member Reports

Legislative Update

Discuss and decide on action related to proposed legislation

Correspondence

Appointments

Adjournment

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncountyiowa.gov.

TREASURER'S (AUTO DEPT.) REPORT TO THE COUNTY AUDITOR
 RECEIPTS AND DISBURSEMENTS
 MONTH OF JANUARY 2022

RECEIVED

FEB 08 2022

LINN COUNTY AUDITOR

FUND	RECEIPTS		DISBURSEMENTS		PREVIOUS BAL.	GRAND TOTAL
	CASH BOOK	TRANSFERS	TREAS CKS.	TRANSFERS		
AUTO LICENSE	\$ 3,633,109.00		\$ 3,924,792.51		\$ 3,924,792.51	\$ 3,633,109.00
USE TAX	\$ 2,307,418.36		\$ 2,609,516.36		\$ 2,609,516.36	\$ 2,307,418.36
SURCHARGE	\$ 21,730.00		\$ 23,855.00		\$ 23,855.00	\$ 21,730.00
AMATEUR RADIO	\$ 65.00		\$ 75.00		\$ 75.00	\$ 65.00
BLACK OUT	\$ 36,244.00		\$ 39,433.00		\$ 39,433.00	\$ 36,244.00
BREAST CANCER	\$ 50.00		\$ 25.00		\$ 25.00	\$ 50.00
BRONZE STAR	\$ 30.00		\$ 15.00		\$ 15.00	\$ 30.00
CATTLEMAN	\$ 95.00		\$ 60.00		\$ 60.00	\$ 95.00
CHOOSE LIFE	\$ 5.00		\$ 50.00		\$ 50.00	\$ 5.00
ISU	\$ 243.00		\$ 245.00		\$ 245.00	\$ 243.00
U OF I	\$ 1,111.00		\$ 798.00		\$ 798.00	\$ 1,111.00
UNI	\$ 65.00		\$ 60.00		\$ 60.00	\$ 65.00
OTHER COLLEGE PL	\$ 240.00		\$ 135.00		\$ 135.00	\$ 240.00
PERS PLATE	\$ 2,038.00		\$ 1,937.00		\$ 1,937.00	\$ 2,038.00
DECAL	\$ 5.00		\$ 5.00		\$ 5.00	\$ 5.00
DUCKS UNLTD	\$ 10.00		\$ 20.00		\$ 20.00	\$ 10.00
EDUCATION	\$ 10.00		\$ 80.00		\$ 80.00	\$ 10.00
EMS	\$ 25.00		\$ -		\$ -	\$ 25.00
EV/PHEV	\$ 6,291.77		\$ 5,260.37		\$ 5,260.37	\$ 6,291.77
FALLEN OFFICER	\$ 55.00		\$ 105.00		\$ 105.00	\$ 55.00
FIREFIGHTER	\$ 50.00		\$ -		\$ -	\$ 50.00
FLY OUR COLORS	\$ 331.00		\$ 320.00		\$ 320.00	\$ 331.00
GOD BLESS	\$ 100.00		\$ 115.00		\$ 115.00	\$ 100.00
GOLD STAR FAMILY	\$ -		\$ -		\$ -	\$ -
HERITAGE	\$ 11.00		\$ 20.00		\$ 20.00	\$ 11.00
IOWA AG LITERACY	\$ -		\$ -		\$ -	\$ -
LEGION OF MERIT	\$ -		\$ -		\$ -	\$ -
LOVE R KIDS	\$ 10.00		\$ 15.00		\$ 15.00	\$ 10.00
MCYCLE RIDER	\$ 45.00		\$ 35.00		\$ 35.00	\$ 45.00
NAT'L GUARD	\$ 5.00		\$ 5.00		\$ 5.00	\$ 5.00
DNR	\$ 3,140.00		\$ 3,055.00		\$ 3,055.00	\$ 3,140.00
ORGAN DONOR	\$ 105.00		\$ 80.00		\$ 80.00	\$ 105.00
PEARL HARBOR	\$ -		\$ -		\$ -	\$ -
POW	\$ -		\$ -		\$ -	\$ -
PROFESSIONAL FIRE	\$ 30.00		\$ 30.00		\$ 30.00	\$ 30.00

PURPLE HEART	\$ 35.00		\$ 25.00		\$ 25.00	\$ 35.00
PWD	\$ -		\$ -		\$ -	\$ -
USAF AIRFORCE	\$ 15.00		\$ 30.00		\$ 30.00	\$ 15.00
USAF ARMY	\$ 20.00		\$ 20.00		\$ 20.00	\$ 20.00
USAF COAST GUARD	\$ -		\$ -		\$ -	\$ -
USAF MARINES	\$ 5.00		\$ 5.00		\$ 5.00	\$ 5.00
USAF NAVY	\$ 15.00		\$ 15.00		\$ 15.00	\$ 15.00
SHARE THE ROAD	\$ 140.00		\$ 180.00		\$ 180.00	\$ 140.00
SHRINERS	\$ -		\$ 15.00		\$ 15.00	\$ -
SILVER STAR	\$ 5.00		\$ -		\$ -	\$ 5.00
VETERANS	\$ 315.00		\$ 415.00		\$ 415.00	\$ 315.00
VETS CROSS/MEDAL	\$ -		\$ -		\$ -	\$ -
ANATOMICAL FEES	\$ 547.61		\$ 444.21		\$ 444.21	\$ 547.61
ADMIN FEES	\$ 15.00		\$ -		\$ -	\$ 15.00
MAIL PROCESSING	\$ 19,997.00		\$ 21,508.00		\$ 21,508.00	\$ 19,997.00
NSF FEES	\$ 411.00		\$ 559.00		\$ 559.00	\$ 411.00
AUTO TRANSFERS					\$ (131,000.00)	\$ (131,000.00)
TOTAL	\$ 6,034,187.74	\$ -	\$ 6,633,358.45	\$ -	\$ 6,502,358.45	\$ 5,903,187.74

LINN COUNTY TREASURER



Prepared By & Return To: Linn County Secondary Road Dept., 1888 County Home Rd, Marion, IA 52302 (319) 892-6400

RESOLUTION # _____

SET PUBLIC HEARING FOR CONVEYANCE OF VACATED RIGHT-OF-WAY

WHEREAS, the Board of Supervisors, Linn County, Iowa, is empowered under authority of §331.361, Code of Iowa, to dispose of the interest of Linn County, Iowa, in real property, and

WHEREAS, the Board of Supervisors, Linn County, Iowa, has vacated portions of right-of-way described as:

LEGAL DESCRIPTION

The east 30 feet of vacated Vermont Way as recorded in Resolution 2006-4-42, Bk 6303, Pg 342, Linn County Recorders Office, lying south of Waubeek Road ROW and west of Lot 1, Block 7. Located in Original Town of Waubeek, Section 19, T.85N., R.05W., Linn County, Iowa. Said area is subject to easements and restrictions of record or use.
and

WHEREAS, Delores J. Neilsen and Melinda E. Dolan, owners of real property adjacent to the above described parcel of vacated right-of-way desire to obtain whatever interest Linn County may have in the above described parcel of vacated right-of-way.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, this date met in lawful session that a public hearing shall be held for the purpose of determining whether Linn County, Iowa, will convey to Delores J. Neilsen and Melinda E. Dolan, whatever interest Linn County, Iowa, may have in the above described parcel of vacated right-of-way.

BE IT FURTHER RESOLVED that said hearing shall be held on the 7th day of March, 2022, at 11 o'clock, in the Formal Board Room on the lower level of the Jean Oxley Linn County Public Service Center, 935 2nd St SW, Cedar Rapids, Iowa, for the above stated purpose and that notice of the time and place of said public hearing shall be published in accordance with §331.305, Code of Iowa.

Dated at Cedar Rapids, Linn County, Iowa, this ____ day of _____, 20____.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Chairperson

Vice Chairperson

Supervisor

ATTEST

Linn County Auditor

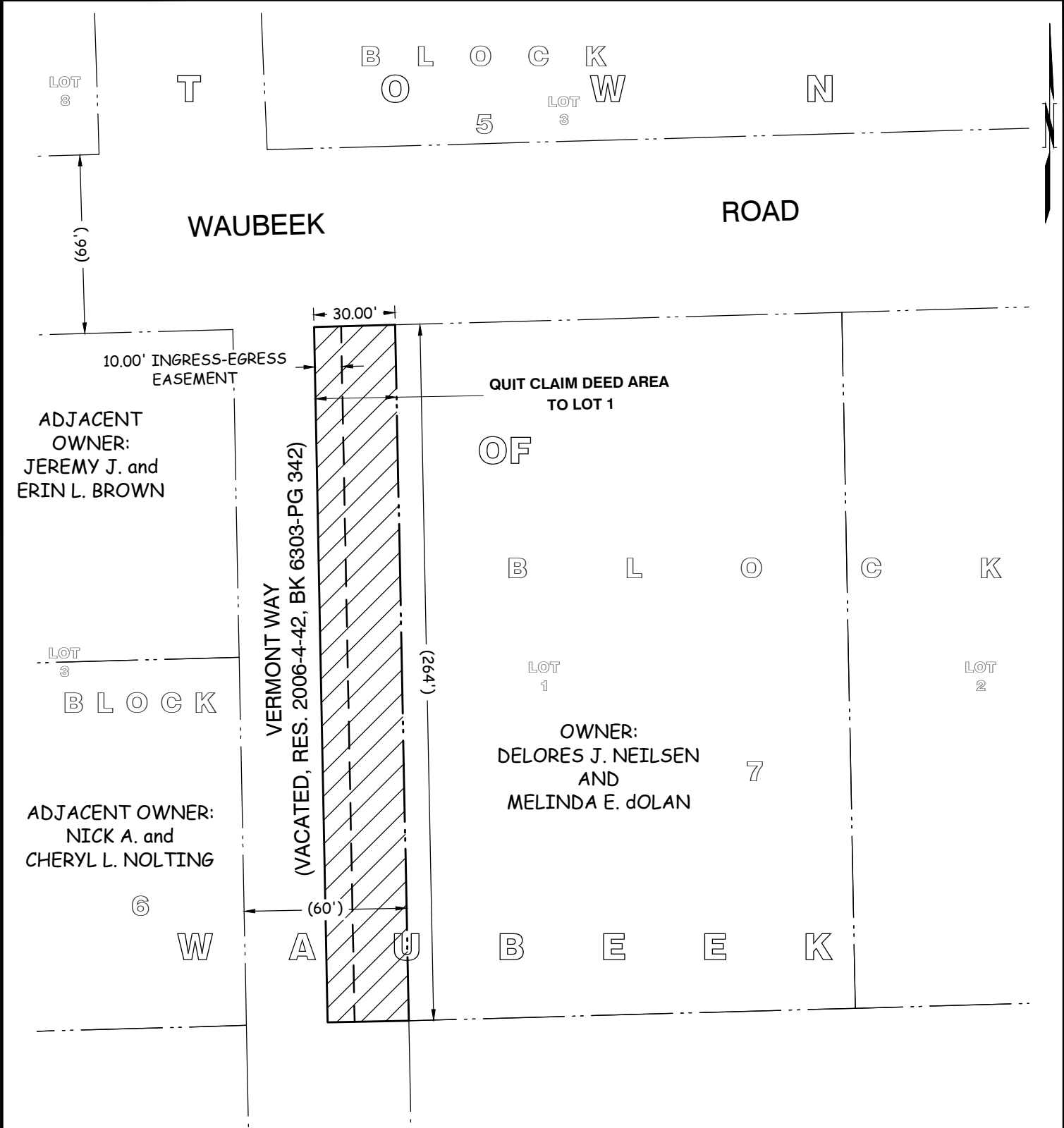
STATE OF IOWA)
COUNTY OF LINN)SS

I, _____, County Auditor of Linn County, Iowa, Linn County, Iowa, 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.

Linn County Auditor

Subscribed and sworn to before me by the aforesaid on this _____ day of _____, 20_____.

Notary Public, State of Iowa



Legal Description:
The east 30 feet of vacated Vermont Way as recorded in Resolution 2006-4-42, Bk 6303, Pg 342, Linn County
Recorders Office, lying south of Waubeeek Road ROW and west of Lot 1, Block 7. Located in Original Town of
Waubeeek, Section 19, T.85N., R.05W., Linn County, Iowa. Said area is subject to easements and restrictions of
record or use.

LEGEND

- -- PROPERTY LINE
- -- ORIGINAL LOT LINE
- () RECORDED DIMENSION or RECORDED BK-PG



**Secondary Road
Department**

1888 COUNTY HOME ROAD
MARION, IOWA 52302
PH (319) 892-6400

QUIT CLAIM DEED EXHIBIT
NE 1/4 NE 1/4, SEC 19-85-05



SCALE: 1" = 50'

THIS PLAT IS A
REPRESENTATION OF
THE PREMISES
PROPOSED FOR A QUIT
CLAIM DEED. THIS PLAT
IS NOT A SURVEY.

DATE	02/02/2022
DATE REVISED	
SHEET	1
1 OF	SHEET

INDEPENDENT USDOJ CERTIFIED PREA AUDITOR AGREEMENT

THIS AGREEMENT is made between KDM Consults, S-CORPORATION, (hereinafter "Corporation or Auditor") whose corporate mailing address is Post Office Box 471891, Aurora, Colorado 80017-9998 and Linn County Juvenile Detention Center, 800 Walford Rd SW, Cedar Rapids, IA 52404

I. PREA Auditing Standards.

The Agency and the Auditor shall comply with the requirements set forth in the PREA auditing standards (28 C.F.R. §§115.401-05).

II. Auditor

a) **Designated Auditor.** The Auditor may employ or partner with other auditors or staff. However, Karen Murray will be the one designated Auditor who shall be the responsible auditor for purposes of this Contract and the PREA auditing standards.

b) **Auditor Fees.** The Auditor's fees for the audit which includes travel expenses is \$3,000 plus expenses, not to exceed \$800.00. All travel receipts will be included with the invoice. Invoicing is paid within 30 days from submittal of the Interim or Draft report. As a standard courtesy, the Auditor will provide the agency with a DRAFT report, for their review, before the Interim or Draft report is submitted to the PREA Resource Center.

d) **Prohibition on Additional Compensation.** The Auditor shall not accept any compensation for the conduct of the audit not set forth in this Contract.

e) **Ex Parte Communication.** The Auditor shall be permitted to initiate and receive *ex parte* communications with the community stakeholders, the PREA Resource Center, the Department of Justice, inmates, detainees, and residents, and other interested parties.

f) **Auditor Responsibility and Authority.** The Auditor shall have the responsibility and authority to independently observe, assess, review, and report on the Agency's implementation and compliance with the National Standards. In order to accurately assess compliance at the center, the Auditor shall: conduct an on-site inspection; observe programs and activities; interview pertinent administrators, professional staff, correctional staff, and contractors; individually interview a sample of inmates; review a sampling of videotapes from housing units; and conduct detailed reviews of inmate records and other pertinent documents and reports. The Auditor shall spend a sufficient amount of time at the center in order to accurately assess day-to-day operations and conditions. The Auditor shall be responsible for independently verifying representations from the Agency regarding center compliance.

g) **Maintenance, Storage, and Return or Destruction of Records.** The Auditor shall take all reasonable steps to safeguard agency records and information retained pursuant to the audit. All electronic files shall be password-protected. All paper records shall be maintained in a secure room or building. Upon conclusion of the Auditor's document retention period, the Auditor shall securely burn, shred, or otherwise destroy the retained records

h) **Public Statements.** Except as required or authorized by the PREA auditing standards; federal, state, or local law; judicial order; this Contract; or as permitted by the Agency, the Auditor shall not make any oral or written public statements with regard to: the status of the Agency's compliance or noncompliance with the PREA Standards, or any act or omission of the Agency or its agents, representatives or employees.

i) **Conflict of Interest.** The Auditor shall not accept employment or provide consulting services that would present a conflict of interest with his or her responsibilities under this Contract, with the PREA auditing standards, or with auditor ethical guidance provided by the PREA Resource Center or the Department of Justice, including, but not limited to, being employed or retained by the Agency for purposes other than PREA auditing during the three-year period prior to the audit, or during the three-year period subsequent to the audit.

k) **Auditor Independence.** Neither the Agency, nor any employee or agent of the Agency, shall have any supervisory authority over the Auditor's activities, reports, findings, or recommendations.

l) **Audit Report Delivery.** The Auditor shall provide the audit report to the Agency head and the center superintendent within 45 days of the conclusion of the auditor's on-site visit. If there are no standards requiring corrective action, the audit report shall be considered final.

m) **Corrective Action Process.** If the audit report indicates that corrective action is required, the Auditor and the Agency shall work to promptly and jointly develop a corrective action plan toward achieving compliance with all standards. The corrective action plan shall contain a timeline for specific minimal remedial measures the Agency shall take to achieve compliance within a 180-day corrective action period.

III. **The Agency**

a) **Tentative Audit Timeline.**

August 8-9, 2022

Linn County Juvenile Detention Center

800 Walford Road SW

Cedar Rapids, Iowa 52404

Director and Compliance manager – Dawn Schott – 319.892.5739

email: dawn.schott@linncounty.org

b) **Maintenance of Documentation and Information.** Any and all of the documentation (including electronic documentation) required by the National Standards shall be maintained

and secured by the Agency. The Auditor is authorized to request, review, and retain all such documentation prior to, during, and after the on-site visit.

- c) **Auditor Access.** The Agency shall upload and submit audit documentation into the On-Line Audit Systems no less than six weeks before the onsite audit date. The Agency shall ensure that the Auditor have access to the center, documentation (including electronically-stored information), personnel, and inmates, consistent with the auditing standards, until the issuance of the final report.
- d) **Posting of Auditor Contact Information.** The Agency shall ensure that auditor contact information, together with a statement of confidentiality, shall be conspicuously displayed in all inmate housing units of the center to be audited, for the six-week period prior to the on-site visit.
- e) **External Advocacy Organizations.** The Agency shall work in good faith to identify and provide the Auditor with contact information for community-based or victim advocates who may have insight into relevant conditions in the center, in order to permit the Auditor to fulfill his or her obligations under 28 C.F.R. § 115.401(o).
- f) **Access to External Investigative Process:** The Agency shall make best efforts to obtain and provide information from external investigative entities relevant to compliance with the National Standards to the Auditor.
- g) **Auditor Workspace and Electronics.** During any on-site visit, the Agency shall provide the auditor with reasonable workspace, and shall permit the auditor to maintain a laptop computer with an internet connection, a tablet with an internet connection, and a cellular telephone within that workspace.
- h) **Publication of Audit Report.** The Agency shall publish the final audit report on the Agency website within 14 days of receipt of the report.
- i) **Retaliation Safeguards.** The Agency agrees that it shall not retaliate against any person because that person has provided any information or assistance to the Auditor, has filed or will file a complaint, or has participated in any other manner in the conduct of the Audit. The Agency agrees that it shall timely and thoroughly investigate any allegations of retaliation in violation the National Standards or this Contract and take corrective action identified through such investigations.
- j) **Mandatory and Discretionary Reporting Information.** The Agency shall determine whether, and to what extent, the Auditor is legally a mandatory or discretionary reporter of inmate abuse in the relevant jurisdiction, and the Agency shall provide such information to the Auditor prior to the on-site visit.
- k) **Primary Points of Contact.** The Agency shall provide the Auditor with a list of primary points of contact (PPC) with respect to staff of all relevant disciplines within the agency and the center (e.g., mental health care, investigations, and housing classification).

IV. Standard Contract Provisions

- a) Conflict with PREA Standards. If any provision of this contract is found to be inconsistent with the PREA auditing standards, the auditing standards shall prevail.

This contract may be cancelled by either party with written notice (electronically delivered notice is acceptable). The completion of an audit for one center does not obligate the center of the auditor to complete the remaining centers.

Commented [WE1]: Wow this seems pretty broad. Would you be able to line some other auditor if they cancel last minute? May want to have a back up.

Commented [WE2]: This doesn't seem applicable—and also seems to be poorly worded even if it was applicable.

Signed: _____ Date: _____
KDM Consults - Karen Murray, Owner/Operator

Signed: _____ Date: _____
Linn County Board of Supervisors



Child Care Business – Partnership Agreement

Dear Child Care Business Owner/Director: Please read and sign the following agreement prior to the visit by your Child Care Nurse Consultant. I look forward to working with you to improve the health and safety of children enrolled in your care. Thank you.

Child Care Nurse Consultant name: Angela Easley Telephone: 319-538-4458

Name of Child Care Business: Linn County Child Development Center

Name of Owner/Director: Gloria Witzberger

Mailing Address: 1020 6th St SE City: Cedar Rapids Zip Code: 52401

Street Address if different than mailing address: _____

Telephone Number: 319-~~892~~ 892-5723 Fax Number: 319-892-5719

Email Address: gloria.witzberger@linnccounty.org

Type of Business (Check ALL boxes that apply.): ☐ Start-Up (in business less than 90 days)

☒ DHS Licensed Child Care Center ☒ DHS Licensed Preschool ☒ Head Start or Early Head Start

☒ Shared Visions Preschool ☐ School-Based Child Care Center ☐ School-Based Preschool

☐ In-Home Non-Registered

☐ DHS Registered Child Development Home: In what level/category of child development home are you registered?

Registration Level: ☐ A ☐ B ☐ C

☐ Other; please specify: _____

Authorization for Child Care Nurse Consultant Services*

I (we), _____ authorize the Child Care Nurse Consultant

_____ to provide health and safety consultation. I (we) have been **informed** and **consent** to the consultation services which could include, but are not limited to, the following activities:

- Direct observation of learning environments indoors and outdoors
- Observation of practices carried out by personnel (example: diapering, feeding, sanitizing, supervision)
- Review of health and safety written policies
- Review of parent consent forms pertaining to health and safety of children
- Review of daily medication record forms
- Review of child injury/incident report forms
- Review of health and safety regulatory records
- Assessment of safety hazards indoors and outdoors
- Review and assessment of child and personnel immunization certificates
- Review and assessment of child health exam forms and parent statements
- Review and assessment of employee, substitutes, and volunteers health exam or personal health statement forms
- Other assessment (specify) _____

Owner or Director Signature(s) _____

Date _____

Child Care Nurse Consultant Signature _____

Date _____

*This authorization is in effect for **two calendar years** from the date of Owner/Director's signature.

FORM #: HCCI-BPA2011

Name of Business: _____

Prepared By: Linn County Secondary Road Dept., 1888 County Home Rd, Marion, IA 52302, (319)892-6400
Return To: Linn County Auditor, 935 2nd Street SE, Cedar Rapids, IA 52404, (319)892-5300

**ROAD MAINTENANCE AND SNOW & ICE CONTROL AGREEMENT
CITY OF BERTRAM AND
LINN COUNTY SECONDARY ROAD DEPARTMENT**

WHEREAS, for the benefit of the traveling public and the mutual benefit of the City of Bertram, Iowa and Linn County, Iowa, and

WHEREAS, to effectively deal with common street and road maintenance problems which occur on shared portions and are considered to be of a normal and routine nature, to enhance consistency of related traffic control measures and to provide a more cost effective maintenance program, and

WHEREAS, to effectively deal with the common problem of snow removal and ice control on road surfaces and to promote the safer flow of traffic;

NOW THEREFORE, the City of Bertram, Iowa (City) and Linn County, Iowa (County) herewith enter into agreement for maintenance and upkeep of roads and for snow and ice control on those roads as listed and shown on attached Exhibits and under the provisions hereinafter stated.

MAINTENANCE

The City shall provide normal and routine maintenance on County portions of roads indicated. The County shall provide normal and routine maintenance on City portions of roads indicated. For the purpose of this agreement normal and routine maintenance shall include the following work items as needed:

- minor ditch cleaning
- granular surface grading
- shoulder repair (No additional rock required)
- minor surface repairs such as crack sealing or pothole repair
- debris removal, illegal dumping clean up and dead animal disposal
- mowing – any and all mowing along County secondary roads shall be in accordance with Iowa Code 314.17
- tree and shrub removal (10' from the edge of the road, minimum)
- tree-trimming (16' vertical and 16' horizontal from the centerline of the road. All trimming to follow ANSI A-300 Pruning standards)
- pavement markings
- sweeping
- sign repairs
- minor bridge repair and culvert repair shall be the responsibility of the jurisdiction assigned that section of road

Each party shall control their maintenance operations as required by their respective policies and employees are to be covered by their own employer's insurance. It is the intent of this agreement that both parties shall act responsibly and promptly, taking into account its own rules and tempering its response according to type and severity of the maintenance issues that arise.

Normal and routine maintenance does not include the following work items:

- paving
- seal coating
- rock surfacing
- shoulder rock
- full depth patching and grading
- bridge and culvert rehabilitation or replacement
- weed control or eradication – all county roadside areas are included in Linn County's integrated roadside vegetation management plan

These work items are to be negotiated separately between either jurisdictions department heads or designees. If the proposed work exceeds \$5,000 a maintenance project agreement shall be completed and shall be approved by the respective Councils/Boards prior to completion of the work.

It shall be the responsibility of each jurisdiction to erect and maintain signs deemed appropriate within road segments where they have maintenance jurisdiction control.

Rock surfaced roads shall have 1,000 tons/mile of class A crushed stone surfacing meeting Iowa DOT specifications applied with this agreement and at 5 year intervals during the life of this agreement on all shared/100% owned roads. This may be owner jurisdiction or by paying actual cost to jurisdiction in charge.

Dust Control shall be permitted by the jurisdiction that has maintenance jurisdiction control. Residents who wish to obtain dust control must obtain a permit from the entity with maintenance jurisdiction control

Work within right-of-way permits must be applied for through the jurisdiction that has maintenance control and must follow said jurisdictions policies and standards. Entrance permits must be obtained through the jurisdiction where the property is located. Notification of approved entrance permits along shared roads must be forwarded to the jurisdiction that has maintenance control.

CONSTRUCTION

- Both jurisdictions shall approve plans and specifications before contracts are let or construction begins.
- The cost of all new construction, regardless of type, shall be borne based on jurisdictional limits.
- The planning and project administration of this construction shall be the responsibility of the jurisdiction that has the maintenance responsibility for the segment.
- A 7.5% project administration fee shall be included with the project invoice. The 7.5% fee applies to project costs within said jurisdiction.
- Each jurisdiction is to acquire rights-of-way within its own respective boundaries, as required.

The County and City as deemed necessary shall provide snow and ice control on the other's portion of the routes as listed and as shown on the attached. Each party shall control their operations as directed by their individual winter maintenance policies. It is the intent of this agreement that both parties shall act responsibly and promptly, taking into account their policy and the type, severity, and duration of the storm.

Requests for additional snow and ice control on roads within the incorporated area may be considered by the County, and the County shall be reimbursed from the City for the reasonable cost of this service. The requested additional work may be performed after the County has completed its regularly scheduled work outside of the incorporated area. The routes listed in this agreement may be reviewed periodically by the County and City.

Requests for additional snow and ice control on roads within the unincorporated area may be considered by the City, and the City shall be reimbursed from the County for the reasonable cost of this service. The requested additional work may be performed after the City has completed its regularly scheduled work inside the incorporated area. The routes listed in this agreement may be reviewed periodically by the County and City.

The City and County agree to save and indemnify and keep harmless, each other against all liabilities, judgments, costs, and expenses which may in any way come against the County or City or which in any way result from carelessness or neglect of either party or its agents, employees, or workmen in any respect whatsoever.

The City and County agree to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons arising out of any acts or omissions by the City or County, its agents, servants or employees in the course of any work done in connection with any of the matters set forth in this agreement.

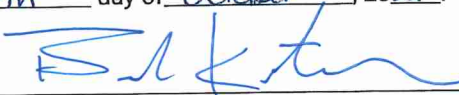
This agreement shall supersede any previous shared road maintenance and snow & ice control agreements and be in effect from the date of approval by the City Council and the Linn County Board of Supervisors and shall remain in effect until 30 days following either party providing a written notice for termination.

This agreement as hereby entered into by both parties is executed in three copies, either of which constitutes the original.

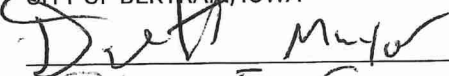
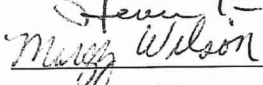
For the City of Bertram, Iowa dated this _____ day of _____, 20____.

For Linn County, Iowa dated this 6th day of October, 2021.

Reviewed by Linn County Engineer _____


Brad Ketels, P.E.

CITY OF BERTRAM, IOWA


Steve E. Carpenter

Mary Wilson


Kim Muller

ATTEST: 
Lisa M. Boney, Clerk
Resolution R-14-2021

LINN COUNTY BOARD OF SUPERVISORS

Chairperson

Vice Chairperson

Supervisor

ATTEST: _____
Linn County Auditor

EXHIBIT A - Snow & Ice and Shared Road Maintenance Agreement

LINN COUNTY & CITY OF BERTRAM

For services other than those listed below, the City will be billed for the cost of operations requested within its jurisdiction in accordance with the current rates (copy available from the Engineer's Office) and/or actual costs. Linn County will pay the City for any pre-approved assistance at actual cost.

The City may operate on County roads as required to augment county services, turn around and/or provide access to city facilities.

Linn County will provide snow & ice control and road maintenance on the following:

	Road Name	From	To	lane ft	Notes
1	Knapp Road	East Bertram Road	corporate limits	1912	
2	Big Creek Road	truss bridge	corporate limits	184	
Total:				2096	

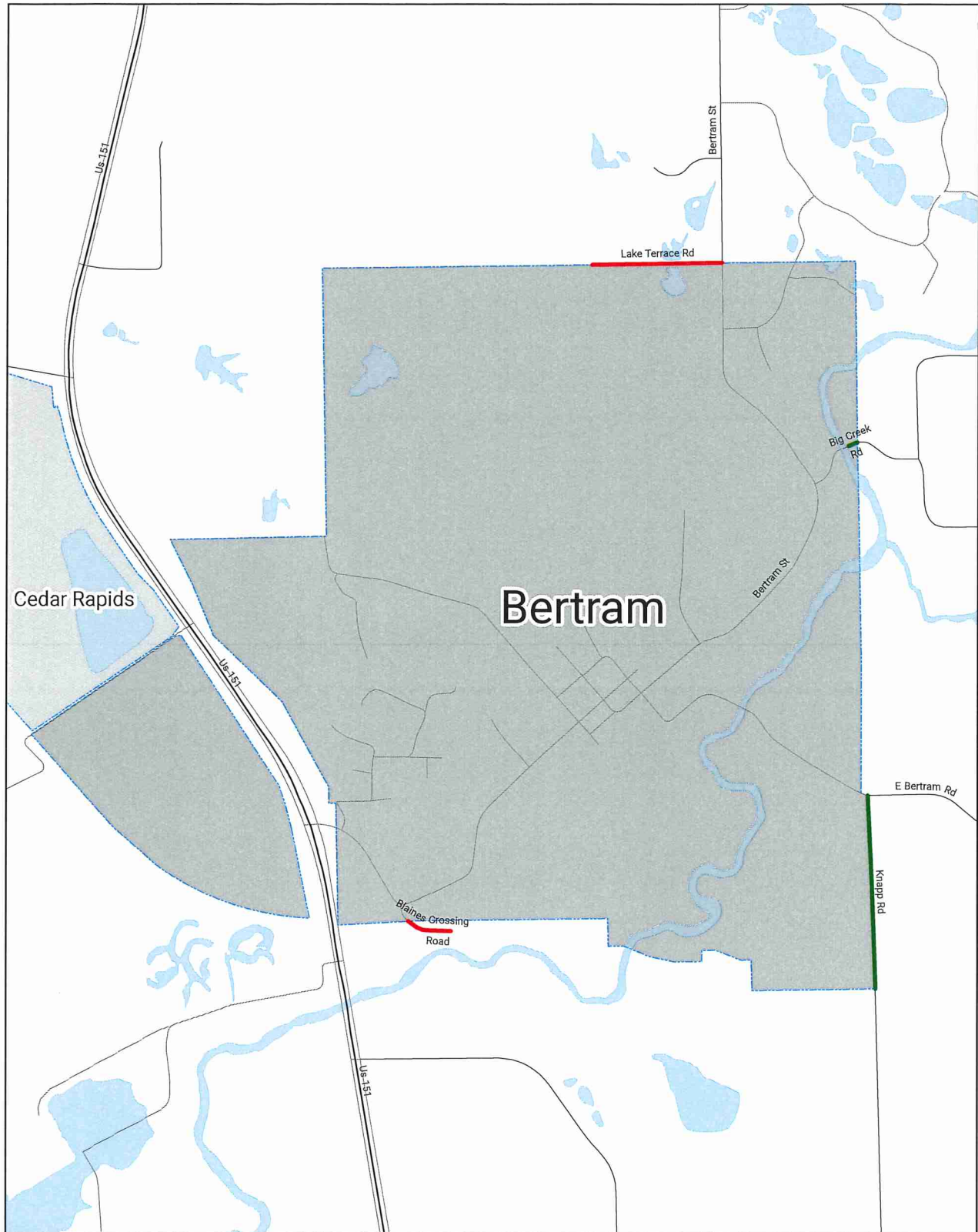
Bertram will provide snow & ice control and road maintenance on the following:

	Road Name	From	To	lane ft	Notes
1	Lake Terrace Road	Bertram Street	end of maintenance	1287	
2	Blaines Crossing Road	corporate limits	end of maintenance	904	
Total:				2191	



Snow & Maintenance 28E Agreement

Linn County & City of Bertram



Responsible Jurisdiction

Snow Removal & Maintenance

— City of Bertram

— Linn County