

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

LinnCounty.org

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Wednesday, September 15, 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 a Public Health Deputy Director for Public Health

Reports

Receive and place on file the Treasurer's (Auto Dept.) Report to the County Auditor Receipts and Disbursements for the Month of August 2021

Resolutions

Resolution allowing Linn County Conservation to spend Land and Water Legacy bond proceeds prior to the next bond issuance.

Contract and Agreements

Approve and authorize Chair to sign revised Linn County Commission of Veteran Affairs General Policy and Emergency Assistance Guidelines.

Approve and authorize Chair to sign change order from GovSense in the amount of \$78,750 for additional implementation work performed.

Approve and authorize Chair to sign change order from GovSense in the amount of \$21,000 for projects, grants, and contracts module enhancements.

Approve and authorize Chair to sign change order from GovSense in the amount of \$57,414 for Public Health additional user licenses and integration of inspection fees.

Approve and authorize Chair to sign a 28E agreement between Cedar Rapids Community School District and Linn County Child Development Center regarding a statewide voluntary preschool program for four-year old children.

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

Approve and authorize Chair to sign a 36-month copier lease agreement at \$331.21 per month with Gordon Flesch Company, Inc. for the Health Department.

Licenses & Permits

Approve Dharma's Class C Liquor License, 5898 Troy Mills Rd., Troy Mills, noting all conditions have been met.

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

Covid 19 update by Public Health.

Discuss upcoming website switch from dot org to dot gov.

Discuss and decide on an agreement with Advocates for Social Justice to provide all necessary services related to the Linn County Expungement Clinic Program, for an amount not to exceed \$8,000.

Discuss and decide whether to approve resolution to vacate excess road right-of-way as follows: All of Old Dubuque Road right-of-way east of the right-of-way for Alderman Road and lying north of Iowa DOT right-of-way for Dubuque Road, located in the W ½ NW ¼, Section 27, Township 84 North, Range 05 West, Linn County, Iowa, extending 1200 feet east of the west line of said Section 27.

Discuss and decide whether to approve resolution to vacate excess road right-of-way as follows: All of Timothy Lane lying north of the northerly right-of-way line of Linn Ridge Road and being in the SE ¼ SE ¼ of Section 18, NE ¼ NE ¼ of Section 19, SW ¼ SW ¼ of Section 17 and the NW ¼ NW ¼ of Section 20 all in Township 83 North, Range 05 West, Linn County, Iowa.

Discuss and decide whether to approve resolution authorizing the conveyance to Lois M. Hart of Linn County, Iowa's interest of vacated right-of-way as follows: The East 80 feet of the vacated alleyway lying between John Street to the West and Williams Street to the East in Brown's Addition to the unincorporated town of Viola, Iowa along with all that part of vacated Williams Street lying West of Lots 42 and 43 of Brown's Addition to the unincorporated town of Viola, Iowa and the West Half of the balance of Williams Street North thereof to the South right-of-way line of County Home Road

Discuss and decide whether to approve resolution authorizing Chair to sign Quit Claim Deed conveying Linn County's interest to Lois M. Hart of vacated right-of-way as follows: The East 80 feet of the vacated alleyway lying between John Street to the West and Williams Street to the East in Brown's Addition to the unincorporated town of Viola, Iowa along with all that part of vacated Williams Street lying West of Lots 42 and 43 of Brown's Addition to the unincorporated town of Viola, Iowa and the West Half of the balance of Williams Street North thereof to the South right-of-way line of County Home Road

Discuss and decide whether to authorize Chair to sign a Quit Claim Deed to Lois M. Hart of Linn County, Iowa's interest of vacated right-of-way as follows: The East 80 feet of the vacated alleyway lying between John Street to the West and Williams Street to the East in Brown's Addition to the unincorporated town of Viola, Iowa along with all that part of vacated Williams Street lying West of Lots 42 and 43 of Brown's Addition to the unincorporated town of Viola, Iowa and the West Half of the balance of Williams Street North thereof to the South right-of-way line of County Home Road

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****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@linncounty.org.



VACANCY FORM

SELECT ONE:

☒ NEW POSITION

☐ REPLACEMENT

REPLACES: _____

SELECT ONE:

☐ NEW JOB CLASSIFICATION

☒ EXISTING JOB CLASSIFICATION

JOB TITLE: Public Health Deputy Director

DEPARTMENT: Public Health

SHIFT/HOURS: 8:00 AM - 4:30 PM

VACANCY DATE: ASAP

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if

applicable): ☐ BUDGET OFFER

☐ GRANT FUNDING

☐ OTHER: _____

NEW POSITION FUNDING SOURCE(S):

reorganization of department management staff; three

upper level mgmt. positions are being eliminated.

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: [Signature]

DEPARTMENT HEAD (original signature required)

09.07.2021

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: Lisa Powell jar

HUMAN RESOURCES DIRECTOR

9/7/21

DATE

APPROVED BY: [Signature]

FINANCE/BUDGET DIRECTOR

9/8/21

DATE

APPROVED BY: _____

CHAIRPERSON/BOARD OF SUPERVISORS

DATE

TREASURER'S (AUTO DEPT.) REPORT TO THE COUNTY AUDITOR
RECEIPTS AND DISBURSEMENTS
MONTH OF AUGUST 2021

RECEIVED

SEP 10 2021

LINN COUNTY AUDITOR

FUND	RECEIPTS		DISBURSEMENTS		PREVIOUS BAL.	GRAND TOTAL
	CASH BOOK	TRANSFERS	TREAS CKS.	TRANSFERS		
AUTO LICENSE	\$ 3,855,986.40		\$ 4,235,201.20		\$ 4,235,201.20	\$ 3,855,986.40
USE TAX	\$ 2,845,474.76		\$ 4,027,218.61		\$ 4,027,218.61	\$ 2,845,474.76
SURCHARGE	\$ 28,660.00		\$ 38,795.00		\$ 38,795.00	\$ 28,660.00
AMATEUR RADIO	\$ 100.00		\$ 65.00		\$ 65.00	\$ 100.00
BLACK OUT	\$ 47,762.00		\$ 54,514.00		\$ 54,514.00	\$ 47,762.00
BREAST CANCER	\$ 52.00		\$ 130.00		\$ 130.00	\$ 52.00
BRONZE STAR	\$ 25.00		\$ 30.00		\$ 30.00	\$ 25.00
CATTLEMAN	\$ 60.00		\$ 90.00		\$ 90.00	\$ 60.00
CHOOSE LIFE	\$ 35.00		\$ 65.00		\$ 65.00	\$ 35.00
ISU	\$ 251.00		\$ 387.00		\$ 387.00	\$ 251.00
U OF I	\$ 1,043.00		\$ 1,302.00		\$ 1,302.00	\$ 1,043.00
UNI	\$ 85.00		\$ 64.00		\$ 64.00	\$ 85.00
OTHER COLLEGE PL	\$ 366.00		\$ 316.00		\$ 316.00	\$ 366.00
PERS PLATE	\$ 2,314.00		\$ 2,308.00		\$ 2,308.00	\$ 2,314.00
DECAL	\$ -		\$ 5.00		\$ 5.00	\$ -
DUCKS UNLTD	\$ 40.00		\$ 55.00		\$ 55.00	\$ 40.00
EDUCATION	\$ 10.00		\$ 35.00		\$ 35.00	\$ 10.00
EMS	\$ -		\$ -		\$ -	\$ -
EV/PHEV	\$ 4,513.41		\$ 6,227.98		\$ 6,227.98	\$ 4,513.41
FALLEN OFFICER	\$ 30.00		\$ 45.00		\$ 45.00	\$ 30.00
FIREFIGHTER	\$ 25.00		\$ 80.00		\$ 80.00	\$ 25.00
FLY OUR COLORS	\$ 420.00		\$ 330.00		\$ 330.00	\$ 420.00
GOD BLESS	\$ 140.00		\$ 140.00		\$ 140.00	\$ 140.00
GOLD STAR FAMILY	\$ -		\$ -		\$ -	\$ -
HERITAGE	\$ 15.00		\$ -		\$ -	\$ 15.00
IOWA AG LITERACY	\$ -		\$ -		\$ -	\$ -
LEGION OF MERIT	\$ -		\$ -		\$ -	\$ -
LOVE R KIDS	\$ -		\$ 35.00		\$ 35.00	\$ -
MCYCLE RIDER	\$ 10.00		\$ 25.00		\$ 25.00	\$ 10.00
NAT'L GUARD	\$ 5.00		\$ -		\$ -	\$ 5.00
DNR	\$ 3,820.00		\$ 3,865.00		\$ 3,865.00	\$ 3,820.00
ORGAN DONOR	\$ 60.00		\$ -		\$ -	\$ 60.00
PEARL HARBOR	\$ -		\$ -		\$ -	\$ -
POW	\$ -		\$ -		\$ -	\$ -
PROFESSIONAL FIRE	\$ 30.00		\$ 25.00		\$ 25.00	\$ 30.00

PURPLE HEART	\$ 30.00		\$ 40.00		\$ 40.00	\$ 30.00
PWD	\$ 10.00		\$ 5.00		\$ 5.00	\$ 10.00
USAF AIRFORCE	\$ 45.00		\$ 45.00		\$ 45.00	\$ 45.00
USAF ARMY	\$ 20.00		\$ 25.00		\$ 25.00	\$ 20.00
USAF COAST GUARD	\$ -		\$ -		\$ -	\$ -
USAF MARINES	\$ 15.00		\$ -		\$ -	\$ 15.00
USAF NAVY	\$ 15.00		\$ 5.00		\$ 5.00	\$ 15.00
SHARE THE ROAD	\$ 135.00		\$ 105.00		\$ 105.00	\$ 135.00
SHRINERS	\$ 30.00		\$ 10.00		\$ 10.00	\$ 30.00
SILVER STAR	\$ 5.00		\$ 5.00		\$ 5.00	\$ 5.00
VETERANS	\$ 490.00		\$ 530.00		\$ 530.00	\$ 490.00
VETS CROSS/MEDAL	\$ -		\$ -		\$ -	\$ -
ANATOMICAL FEES	\$ 772.79		\$ 624.00		\$ 624.00	\$ 772.79
ADMIN FEES	\$ 45.00		\$ -		\$ -	\$ 45.00
MAIL PROCESSING	\$ 21,720.50		\$ 24,644.50		\$ 24,644.50	\$ 21,720.50
NSF FEES	\$ 566.00		\$ 498.00		\$ 498.00	\$ 566.00
AUTO TRANSFERS					\$ (131,000.00)	\$ (131,000.00)
TOTAL	\$ 6,815,231.86	\$ -	\$ 8,397,890.29	\$ -	\$ 8,266,890.29	\$ 6,684,231.86

LINN COUNTY TREASURER

Marian Gonzalez
Marian Gonzalez

REIMBURSEMENT
RESOLUTION

REGULATION

Cedar Rapids, Iowa

September 15, 2021

The Board of Supervisors of Linn County, Iowa, met on September 15, 2021, at 11:00 a.m., at the Linn County Jean Oxley Public Service Center.

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

Present: _____

Absent: _____.

It was reported that, in order to preserve the County's eligibility to issue tax exempt bonds for certain Land and Water Legacy Projects, it would be necessary for the Board to adopt a resolution declaring the Board's intent to spend cash and later reimburse those expenses from the proceeds of a bond issue. Supervisor _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Supervisor _____. After due consideration and discussion, the Chairperson put the question upon the adoption of the resolution, and the roll being called, the following Supervisors voted:

Ayes: _____

Nays: _____.

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

• • • •

At the conclusion of the meeting, and upon motion and vote, the Board adjourned.

Chairperson, Board of Supervisors

Attest:

County Auditor

RESOLUTION NO. _____

Resolution relating to financing of certain proposed Land and Water Legacy projects to be undertaken by Linn County, Iowa; establishing compliance with reimbursement bond regulations under the Internal Revenue Code

BE IT RESOLVED by the Board of Supervisors (the "Board") of Linn County, Iowa (the "County"), as follows:

Section 1. Recitals.

(a) The Internal Revenue Service has issued Section 1.150-2 of the Income Tax Regulations (the "Regulations") dealing with the issuance of bonds, all or a portion of the proceeds of which are to be used to reimburse a county for project expenditures made by a county prior to the date of issuance.

(b) The Regulations generally require that a county make a prior declaration of its official intent to reimburse itself for such prior expenditures out of the proceeds of a subsequently issued borrowing and that the borrowing occur and the reimbursement allocation be made from the proceeds of such borrowing within a certain period after the payment of the expenditure or the date the projects are placed in service; and

(c) The County desires to comply with requirements of the Regulations with respect to certain projects hereinafter identified.

Section 2. Official Intent Declaration.

(a) The County proposes to undertake the following projects and to make original expenditures with respect thereto prior to the issuance of bonds, notes or other obligations (the "Bonds") and reasonably expects to issue the Bonds for such projects in the maximum principal amount shown below:

<u>Projects</u>	<u>Maximum Amount of Bonds Expected to be Issued for Projects</u>
Land and Water Legacy Conservation	\$7,000,000

(b) Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds or (ii) expenditures made not earlier than sixty days prior to the date of this Resolution or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the projects have heretofore been made by the County for which the County will seek reimbursement from the proceeds of the Bonds.

(c) This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 3. Budgetary Matters.

As of the date hereof, there are no County funds reserved, allocated on a long term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long term basis or otherwise set aside) to provide permanent financing for the expenditures related to the projects, other than pursuant to the issuance of the Bonds. This resolution, therefore, is determined to be consistent with the County's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof, all within the meaning and content of the Regulations.

Section 4. Reimbursement Allocations.

The County's Finance Director shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the County to make payment of the prior costs of the projects. Each allocation shall be evidenced by an entry on the official books and records of the County maintained for the Bonds, shall specifically identify the actual prior expenditure being reimbursed or, in the case of reimbursement of a fund or account, the fund or account from which the expenditure was paid, and shall be effective to relieve the proceeds of the Bonds from any restriction under the bond resolution or other relevant legal documents for the Bonds, and under any applicable state statute, which would apply to the unspent proceeds of the Bonds.

Section 5. Repealer.

All resolutions, parts of resolutions, or actions of the Board in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved September 15, 2021

Chairperson, Board of Supervisors

Attest:

County Auditor



LINN COUNTY COMMISSION OF VETERAN AFFAIRS

GENERAL POLICY AND EMERGENCY ASSISTANCE GUIDELINES

Revised: September 08, 2021

Iowa Code Chapter 35B provides the legal basis for county commissions of veteran affairs. In Linn County, the Veteran Affairs Director administers the veteran affairs program under the general supervision of the Veteran Affairs Commission and the direct supervision of the Board of Supervisors.

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I. BENEFITS

Standard veteran's benefits, such as grave markers, maintenance of graves, and federal benefits from the United States Department of Veterans Affairs (VA) are available to eligible veterans. In addition, eligible veterans, their spouses/surviving spouses, and legal dependents may qualify for emergency assistance from the Linn County Veteran Affairs Department (Department) for up to three (3) months in a twelve (12) month period.

The Linn County Veteran Affairs Commission (Commission) reserves the right to refuse benefits to an applicant who does not meet the eligibility criteria listed in Section II of this document.

The Linn County Veteran Affairs Executive Director (Director) may make exceptions to policy on a case-by-case basis as long as the expenses for the Services to Veterans activity do not exceed the original annual budget in any given fiscal year.

Applicants may appeal the Department's decision regarding eligibility, or the amount of assistance granted in accordance with Section XIV of this document.

II. ELIGIBILITY

A. Veteran/applicant must meet all of the following eligibility criteria to qualify for emergency assistance.

1. The veteran/applicant must have been a legal resident of Linn County, Iowa for at least 30 days. The Department may verify residency with a current driver's license, lease, utility bill, voter registration card, or another official document that proves residency.
2. The veteran must have received an Honorable Discharge or General Discharge Under Honorable Conditions. If the veteran has more than one military discharge, all discharges must meet this requirement.
3. The veteran must meet the definition of "Veteran" as provided in Iowa Code Section 35.1, and must have served at least 90 consecutive days of active duty beyond training, or have a VA recognized service-connected disability.
4. The applicant must be a veteran, or a veteran's spouse/surviving spouse, dependent child, including a step child or adopted child, under age 18, or another legal dependent.
5. The applicant must have an emergent need that cannot be met by other means and is not due to their own financial misconduct.
6. The applicant must provide proof of an unexpected expense that caused a financial hardship.
7. The applicant must meet the income guidelines established by the Iowa Veterans Trust Fund.

B. Financial Eligibility Amount Calculation

1. Emergency Assistance is not intended to supplement the veteran's/applicant's income.
2. Department staff may determine eligibility from one of the following:
 - Income versus expenses
 - Lost or projected income
 - Total amount of an unexpected expense(s)
3. Combined Asset Limitations and Exemptions

Single	Savings/Checking \$3,000.00 Asset Accounts \$7,500.00
Family	Savings/Checking \$5,000.00 Asset Accounts \$12,000.00
Exemptions	Home of residence, life insurance, qualified retirement accounts, up to two (2) vehicles per family.

C. Normal Monthly Expenses

The Department considers the following list of expenses to be normal expenses for the purpose of eligibility determinations.

Food	See Appendix A
Shelter	mortgage, rent, lot rent
Utilities	natural gas, wood, fuel oil, electricity, water, garbage, storm sewer, and sanitary sewer
Telephone	Single person – up to \$70 per month Family – up to \$170 per month
Internet, cable, or streaming service	Up to \$75 per month
Auto loan	up to \$550 per month
Transportation allowance	Vehicle owner – \$270 per month Non-vehicle owner – \$70 per month
Insurance	Divided down to the month
Paid child support/spousal support	Over the past 30 days
Paid credit cards	Over the past 30 days
Paid prescriptions	Over the past 30 days
Paid medical bills	Over the past 30 days

D. Immediate Assistance

The Department will only issue immediate assistance, i.e., with little verification of the applicant's circumstances, for food, to prevent a utility disconnection, to prevent homelessness, or for another reason approved by the Director.

E. Utility Disconnection

If there is a utility disconnection to a household that includes a minor under age 18 or a senior over age 65, the Department will not count the amount paid to avoid disconnection or to restore service against the applicant's eligibility for assistance.

F. Updated Documentation

An applicant must provide all applicable current documentation as defined in this policy with each application submitted for emergency assistance.

G. Continuing Assistance Review

Upon receiving a cumulative total of \$7,500.00 in assistance from the Department, and each time an applicant receives another cumulative \$7,500.00, the applicant must meet with the Commission prior to receiving additional assistance.

H. Former Spouses

Former spouses who do not have legal custody of the veteran's dependent child(ren) are not eligible for emergency assistance. A former spouse who has legal custody of the veteran's dependent child(ren) may be eligible for emergency assistance if the veteran has not fulfilled child support obligations, but must provide proof of a financial hardship. The Department may provide emergency assistance based on the child(ren)'s welfare and emergent need(s).

III. HOUSEHOLD

A household consists of a veteran, the veteran's spouse/surviving spouse, dependent children, including step children and adopted children, under age 18, or other legal dependents.

IV. INCOME

Income includes: wages and salaries; exchanged services derived from labor (bartering); self-employment income; unemployment benefits; disability insurance; workers' compensation insurance; federal and state tax refunds; annuity, investment, and savings income; child support; spousal support; inheritances; monetary gifts; public assistance; pension or retirement benefits; VA compensation or pension; Social Security benefits; college grants, scholarships, loans, and GI bill benefits; and all other income as determined by the Commission.

V. INCOME DETERMINATION

The Department will use all of the veterans/applicants household income for the last 30 days to determine eligibility for benefits.

VI. APPLICABLE DOCUMENTATION

- Certificate of Release or Discharge from Active Duty/DD Form 214
- Marriage Certificate
- Proof of a common law marriage verified with a statement signed by both parties
- Copy of birth certificate(s) for all dependent children
- Social Security numbers of all eligible dependents
- Death certificate, if applicant is a surviving spouse or eligible dependent
- Total monthly expenses for all eligible dependents
- Verification of all income sources for all eligible dependents
- Verification of all assets for all eligible dependents
- Verification of a food assistance appointment or food assistance benefits
- Doctor's statement verifying a disability or listing a diagnosis/prognosis
- Verification of Social Security benefits, if eligible
- Verification of VA benefits, if eligible
- Verification of benefits from disability or pension programs
- Verification of registration with Iowa Workforce Development or any other job training program, or documentation of unemployment benefits
- Verification of past employment including date last worked and the gross and net amount of the last check received
- Verification of new employment including start date, rate of pay, and scheduled weekly work hours
- Verification of legal guardianship and/or conservatorship
- Copy of a divorce decree(s)
- Other legal documentation as applicable

VII. PROGRAM BENEFITS

A. Food/Non-food

The Department may provide vouchers and/or gift cards for food/non-food benefits. The applicant must apply for all other food assistance programs for which the applicant's household may be eligible in order to qualify for food/non-food assistance from the Department.

B. Shelter and Security Deposit

Shelter assistance may not exceed three (3) months in a twelve (12) month period. The Director may make exceptions for shelter assistance only if an applicant has applied for Social Security benefits, VA benefits, or is under a doctor's care.

1. Security Deposit

The Department provides security deposit assistance to help homeless households access stable housing. The Department will provide security deposit payments only if the applicant receives a referral to the Department from a partnering agency that provides services to the homeless population and verifies an applicant's need for housing stability. An applicant may receive security deposit assistance only once during a five (5) year period. An applicant must return the amount of the security deposit assistance to the Department upon termination of a lease if a landlord returns the security deposit to them.

2. Rent

The Department will make rent payments to the owner of the rental property as verified by the Linn County Assessor's Office or Cedar Rapids City Assessor's Office. The Department will not make rental payments to a relative of the applicant. The veterans/applicants name must appear on the rental property lease. The Department may provide rental assistance as follows:

Single – shared bath facilities	\$600.00
Single – own bath facilities	\$900.00
Family – two or more people	\$1,300.00

3. Primary Home Mortgage

A mortgage assistance payment may not exceed the amount of the applicable rental allowance. The mortgage statement must be in the name of the veteran/applicant and must be for a primary residence. The Department will make mortgage payments to the mortgage holder as verified in writing by the mortgage holder or by another legal document that verifies the name of the mortgage holder.

4. Applicants Residing in a Mobile Home Park

Applicants may receive both rental payment and lot rent, if the total does not exceed the applicable rental allowance. If the total exceeds the applicable rental allowance, the applicant may choose either the total applicable rental allowance on the rental payment/mortgage, or on the lot rent. The veterans/applicants name must appear on the rental property lease/mortgage statement and must be for a primary residence. The Department will make payments to the mobile home park owner.

C. Utilities

Utility assistance may not exceed three (3) months in a twelve (12) month period. Utilities are defined as natural gas, wood, fuel oil, electricity, water, garbage, storm sewer, and sanitary sewer. The applicant must apply for all other utility assistance programs for which the applicant's household may be eligible. Failure to comply with this requirement may result in the Department denying assistance. A utility bill must be in the name of the veteran and/or spouse and must be for a primary residence. The Department will make payments to the utility company or vendor.

D. Funeral, Burial, Grave Opening, Cremation

The Department may provide funeral, burial, grave opening, and/or cremation assistance for a veteran, spouse/surviving spouse, or dependent child(ren) as follows:

Funeral expense reimbursement	Not to exceed \$2,000.00
Cremation, including urn	Not to exceed \$1,500.00
Additional amount for an oversized casket	\$300.00

Family members of a deceased veteran/eligible dependent reserve the right to pay amounts in excess of the allowable reimbursement. However, if total expenses exceed \$5,000.00, the Commission will not provide assistance.

The Department will determine eligibility based on the application for funeral, burial, grave opening, and/or cremation assistance. Allowable exclusions when verifying eligibility include the spouse's income.

E. Flag Holder Grave Markers

Flag holder grave markers for deceased veterans buried in Linn County are available through the Linn County Veteran Affairs Department at no cost to the family and/or representative of the veteran. The Department will provide one marker per grave at no cost, unless the Director approves an exception. Additional grave markers are available at a price periodically established by the Commission. The Department will keep a record of all requests for grave markers.

F. Maintenance of Graves

The Department will provide for the maintenance of graves in accordance with Iowa Code Chapter 35B.

VIII. EMPLOYMENT

All applicants must register with Iowa Workforce Development (IWD), which makes referrals to job training agencies. Applicants must register for any and all benefits available to them, including unemployment benefits. Applicants must provide proof of completion of an appointment with IWD. Failure to comply with the requirements of this Section may result in the denial of assistance. The Department may grant an exception if the applicant can provide proof on an application in progress for VA Pension/Compensation benefits, Individual Unemployability, or Workers' Compensation.

An applicant must file an Interim Assistance Reimbursement (IAR) form with the Department if the applicant has applied for Supplemental Security Income (SSI) benefits. The Department will provide assistance for up to and not to exceed one year during the process of determining eligibility for SSI benefits. If an applicant receives a denial for SSI benefits less than one year from the application date, and files a request for reconsideration in a timely manner, the Department may continue to provide assistance for up to and not exceed the balance of that one-year period. An applicant may appeal the decision to terminate assistance at the end of the one-year period to the Linn County Veteran Affairs Commission.

IX. APPLICATION PROCESS

Applicants must provide a list of income, assets, and expenses, and review a personal budget with Department staff to determine emergency assistance eligibility. The Department may request that applicants receive budgeting assistance from an outside source and provide documentation to verify completion of a budgeting program. Department staff may refer an applicant to another program if they determine that an applicant's debt warrants outside advice and counseling, and may deny assistance if an applicant demonstrates the inability to work with an outside source for such advice and counseling.

X. CONSENT TO RELEASE OR EXCHANGE INFORMATION

The applicant or authorized representative must sign a Consent to Release or Exchange Information (See Appendix B). The Department may revoke the Release upon written request of the applicant or authorized representative.

XI. VERIFICATION OF INFORMATION

Applications must be truthful and complete, and applicants must provide verification of all information contained in an application before the Department will make a determination of eligibility. The Department may deny assistance to an applicant who provides incomplete or false information during the application process. Any benefit paid to an applicant as a result of false information is subject to repayment provisions.

XII. REPAYMENT PROVISIONS

Any applicant who also applies for Supplemental Security Income (SSI) and is entitled to a retroactive lump sum SSI payment must agree to comply with the reimbursement provisions of State Supplemental Income Program to remain eligible for assistance.

XIII. DENIAL OF ASSISTANCE

The Director and Department staff have the right to deny anyone assistance for misconduct, misrepresentation, or if they determine that any part of the application is fraudulent. The applicant has the right to appeal a denial of assistance to the Commission in accordance with Section XIV of this document. Any fraudulent claims will result in the loss of assistance for a length of time as determined by the Director and Commission.

XIV. APPEAL PROCESS

An applicant or an applicant's authorized representative may appeal the Department's decision regarding eligibility, or the amount of assistance granted, by filing a written Notice of Appeal with the Linn County Veteran Affairs Commission. The applicant must meet with the Director prior to the Commission's review of an appeal. The Director and applicant must review the application/appeal with the Commission at the next regularly scheduled commission meeting. After the meeting, the Director or Department staff will mail a letter to the applicants' home of record informing the applicant of the decision made by the Linn County Veteran Affairs Commission. The Commission has the final determination on assistance in accordance with the Iowa Code.

CERTIFICATION

I certify that this is a true and correct copy of the *Linn County Veteran Affairs Commission General Policy and Emergency Assistance Guidelines* passed and approved by the Linn County Commission of Veteran Affairs on the 8th day of September, 2021.

LINN COUNTY COMMISSION OF VETERAN AFFAIRS



Claire LeMay, Chair

I certify that this is a true and correct copy of the *Linn County Veteran Affairs Commission General Policy and Emergency Assistance Guidelines* passed and approved by the Linn County Board of Supervisors on the _____ day of September, 2021.

LINN COUNTY BOARD OF SUPERVISORS

Stacey Walker, Chair

APPENDIX A

Approved September 08, 2021

The Linn County Commission of Veteran Affairs may revise Appendix A separately from the *Linn County Veteran Affairs Commission General Policy and Emergency Assistance Guidelines*.

Linn County Commission of Veteran Affairs Normal Monthly Food Expenses

Number in Household	Normal Monthly Food Expenses
1	\$250.00
2	\$500.00
3	\$650.00
4	\$750.00
5	\$850.00
6	\$950.00
*	Add \$100 for each additional minor child of the veteran living in the home.

LINN COUNTY COMMISSION OF VETERAN AFFAIRS

Claire LeMay, Chair

APPENDIX B

CONSENT TO RELEASE OR EXCHANGE INFORMATION
Emergency Assistance

I (we) _____ authorize communication or release of
PRINT NAME

confidential information by Linn County, or its duly appointed representatives, to any of the named individuals, institutions, businesses and/or agencies necessary for determining eligibility for assistance, for billing or reimbursement purposes.

I (we) understand that I (we) have the right to inspect the disclosed information at any time. I (we) understand that this consent will remain in force until termination of assistance from Linn County Commission of Veteran Affairs.

I (we) consent to and authorize:

Any local, state federal government agency, private businesses, firm or agency, bank, trust company, postal savings department, insurance company, other financial institution, or other applicable agencies to share information.

Investments, holdings, life insurance policies, checking/savings accounts, bonds, retirement benefits, annuities, and any other assets/resources that can be converted into cash. This includes applicant and all eligible household members.

Upon written request, I (we) understand that I (we) may revoke the CONSENT TO RELEASE AND EXCHANGE INFORMATION at any time. I (we) do hereby and forever release and discharge all of the individuals, institutions, businesses, agencies, and LINN COUNTY IOWA, its agents and employees, from any liability for releasing information whether such information is deemed confidential or not. A photocopy of this form shall be considered as the original.

Signature of Understanding (Applies to all parties in household)

Date

Revised 9.3.21

Change Order

Project Name: Linn County GovSense Implementation	
Project Stage: Post Go Live	Change Order Date: August 2021

Change Order Summary

Status	Change	Effort	Cost
Completed	Additional Data Cleansing and Imports Includes cleansing and imports for AP Bills and payments, non-AP transactions, assets, and grants/projects. - Hours for four resources over a multi-month period "Effort" reflects actual effort expended by GovSense	140	\$24,500
Completed	Additional Training Includes reporting, roles/permissions and overall GovSense functionality - Original BRD called for user training on System Setup and Administration, Accounting, Projects and Grants, Reporting and Report Development, Workflow, Banking, Fixed Assets, Revenue and Billing, and Accounting Periods. Additional system training can be accessed through SuiteAnswers. "Effort" reflects actual effort expended by GovSense	60	\$10,500
Completed	Additional Admin, Meeting and PM time - Additional time spent across all GovSense resources - October 2020 – August 2021 "Effort" reflects actual effort expended by GovSense	250	\$43,750
Not Started	Projects/Grants/Contracts Module Enhancements To be quoted in a separate change order with approved requirements documentation.	-	-
Not Started	Public Health Access Database To be quoted in a separate change order with approved requirements documentation.	-	-
Total		450	\$78,750

Signatures

By signing this document, you agree that the change order above will be implemented as described.

Linn County

Stacey Walker	Chair, Board of Supervisors		
Name	Title	Signature	Date

GovSense

Paul Cammisa	Managing Partner		
Name	Title	Signature	Date

Change Order

Project Name: Linn County GovSense Implementation	
Project Stage: Post Go Live	Change Order Date: August 2021

Change Order Summary

Status	Change	Effort	Cost
Not Started	Projects/Grants/Contracts Module Enhancements		
	Enhancements to the Projects, Grants and Contracts module to be made per the attached requirements document. The enhancement includes updates to retainage, amounts billed, change orders, funding sources and the Linn County SEFA report.	120	\$21,000
Total		120	\$21,000

Signatures

By signing this document, you agree that the change order above will be implemented as described.

Linn County

Stacey Walker	Chair, Board of Supervisors		
Name	Title	Signature	Date

GovSense

Paul Cammisa	Managing Partner		
Name	Title	Signature	Date

Change Order

Project Name: Linn County GovSense Implementation	
Project Stage: Post Go Live	Change Order Date: September 2021

Change Order Summary

Status	Change	Effort	Cost
Not Started	Public Health: Software and Licenses Includes the GovSense Public Health module license, as well as five additional user licenses to support Linn County team members accessing and using GovSense.	N/A	\$11,664
Not Started	Public Health: Module Implementation Covers the services fees for implementing the GovSense Public Health module. This includes design, implementation, UAT, data conversion, optimization, and project management. Travel and expenses will be billed as incurred. GovSense will implement the Public Health module for Water Testing and Tattoo/Tanning establishments per the information provided by Linn County (attached below). The following items are not in scope for this implementation: • Retail food establishments • Water well installations • Inspections for additional establishments (not tattoo or tanning) • Issuing citations or penalties for non-compliant establishments (not tattoo or tanning) • Air quality or foodborne illness inspections or services Assumptions: • GovSense will work with Larry Hlavacek to complete design and configuration, allowing for his review before leaving the County at the end of September 2021. UAT and Go Live may extend past this date with the support of other County employees. • Tattoo and Tanning reports to be provided by Linn County, not to exceed 20 hours of work	260	\$45,750
Total		260	\$57,414

Signatures

By signing this document, you agree that the change order above will be implemented as described.

Linn County

Stacey Walker	Chair, Board of Supervisors		
Name	Title	Signature	Date

GovSense

Paul Cammisa	Managing Partner		
Name	Title	Signature	Date

28E AGREEMENT BETWEEN CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND LINN COUNTY CHILD DEVELOPMENT CENTER REGARDING STATEWIDE VOLUNTARY PRESCHOOL PROGRAM FOR FOUR-YEAR OLD CHILDREN

This Agreement is entered between the Cedar Rapids Community School District (hereinafter District) and Iowa and Community Partner (hereinafter LCCDC).

BE IT THEREFORE RESOLVED, by the District and LCCDC there will be established this Agreement pursuant to Chapter 28E of the Iowa Code with the following terms and conditions:

PURPOSE

The purpose of this Agreement is to operate a preschool program pursuant to the Statewide Voluntary Preschool Program for Four-Year Old Children (hereinafter Program).

PROGRAM REQUIREMENTS

- A. The Program will be jointly administered by the District and LCCDC. The District and LCCDC will collaboratively evaluate and assess the programming and needs of the Program. The District and LCCDC will cooperate with each other to ensure that the Program is in compliance with the program accountability requirements set out in Iowa law.
- B. The Program shall consist of 4 classrooms providing services to a total of 27 students total in an 8 AM - 12 PM program on Monday - Friday from August 1, 2021 – June 1, 2022 (excluding days/holidays specified in the preschool calendar).
- C. Only students who will be four years of age on or before September 15, 2021, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.
- D. The District and LCCDC will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, LCCDC, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards,

regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. LCCDC will provide the District with all initial enrollment forms by September 15, 2021 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2021, to June 30, 2022. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other and, in that event, no further payment will be due or payable from the District to LCCDC for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

LCCDC SHALL:

A. LCCDC is a child development center, which has been approved and licensed by the Department of Human Services (DHS). LCCDC agrees that during the term of this contract and any subsequent renewal it shall maintain such approval and licensing and will abide by all licensing requirements of DHS. If at any time LCCDC shall no longer be DHS approved or licensed, CRCSD may terminate this Contract immediately without prior notice, and no further payment will be due from CRCSD after the date of termination.

B. Provide one classroom, which will have access to appropriate restroom facilities and a playground area.

C. Provide for each classroom one (1) teacher who is appropriately licensed by the Iowa Board of Educational Examiners. The teacher assigned to the Program will not be a District employee but will be a LCCDC employee. The LCCDC classroom teacher will be evaluated by an appropriately qualified administrator of LCCDC based upon the requirements set out in Iowa law. The LCCDC classroom teacher will be responsible for the following:

- i. Ensuring the approved curriculum is taught;
- ii. Overseeing the implementation of the curriculum;
- iii. Overseeing the implementation of the Program assessment system;
- iv. Providing at least ten (10) hours per week of intentional instruction directly related to the program's curriculum, such time to be exclusive of recess, as required by Iowa law.

D. Ensure one (1) teacher is present during Program times in the classroom at LCCDC. A minimum of one (1) teacher associate and one (1) teacher will be present when 11-20 children are present. LCCDC will make sure there will be no more than 20 children per classroom.

E. Provide one (1) teacher associate for the classroom who will be available to work with the teacher and children while the children are in session from 8 AM - 12 PM on Monday - Friday. The teacher associate assigned to the Program will not be a District employee but will be a LCCDC employee. The teacher associate from LCCDC will attend mandatory professional development opportunities provided by the District per schedule. The teacher associate will meet highly qualified standards or be working on meeting this standard. The LCCDC teacher associate will be evaluated by an appropriately qualified administrator of LCCDC based upon the requirements set out in Iowa law.

F. Provide adequate and appropriate materials and supplies for the Program. The District and LCCDC will cooperatively agree on any materials and supplies which are purchased. The materials and supplies purchased with the Statewide Voluntary Preschool Program funds will become the property of the District.

G. Submit monthly attendance records to the District's office by the 10th of each month for the previous month.

H. LCCDC will attend mandatory monthly Professional Learning as scheduled by the District's Early Learning office.

I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2022.

SEX OFFENDER PROVISION:

Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor and all sub-contractors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or sub-contractor at the schools of the District.

The Contractor and all subcontractors shall provide a signed original of an Acknowledgement and Certification letter (provided at the end of this document.) No worker of the Contractor or any subcontractor will be allowed to work on site until this letter is received by the District.

INSURANCE AND INDEMNIFICATION

During the duration of this Agreement, LCCDC will provide a certificate of insurance, (or equivalent insurance document) naming the District as additional insured with general liability insurance limits of \$2,000,000.

To the extent permitted by law, the District will indemnify and hold harmless LCCDC from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement.

LCCDC will indemnify and hold harmless the District from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of the LCCDC negligence or willful misconduct in the performance of its duties under this Agreement.

THE DISTRICT SHALL:

- A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.

- B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by LCCDC teachers and teacher associates.

- C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.

PROGRAM PAYMENTS

- A. LCCDC agrees not to charge participants in the program tuition or fees for any portion of the 3-hour program during the program school year extending from August 1, 2021 – June 1, 2022. LCCDC may charge tuition or fees for extended-hour childcare services offered outside of the 3 hours of AM CRCSD-funded preschool instruction.
- B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to LCCDC for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 27 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2021 is less than 27, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2021 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2021.
- C. LCCDC will invoice the District by the 10th of each month, separately itemizing actual expenditures for each approved category for the preceding month. The District will make payment to LCCDC within ten (10) days after receipt of the invoice. If at the conclusion of this Agreement, LCCDC's expenditures for any category are less than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to LCCDC for that category. If at the conclusion of this Agreement LCCDC expenditures for any category are more than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to LCCDC for that category. A Claim Form and Budget Revision Form will be provided to LCCDC at the commencement of the Agreement. LCCDC will submit all invoices to the District by June 10.

***CATEGORY**

ALLOWABLE REIMBURSEMENT

GOLD Subscriptions	\$	282.15
Short CP staff costs	\$	
Purchased Services	\$	
Supplies & Materials	\$	
Professional Development	\$	
(Includes subs and materials)		
Total Costs	\$	91,773.00

****Per pupil rate budget page will be amended after July 1, 2021 when the state sets the rate.***

MISCELLANEOUS PROVISIONS

- A. The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provisions of this Agreement shall remain in full force and effect.
- B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.
- C. No separate legal or administrative entity shall be created by this Agreement. The District's Director of Preschool, Dawn Embretson and LCCDC's Gloria Witzberger shall serve as co-administrators of this Agreement.
- D. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

The foregoing terms are agreed to and accepted by the Cedar Rapids Community School District and LCCDC.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

LCCDC Preschool

Board of Supervisor: _____

Director (Its): _____

Date: _____

NON-DISCRIMINATION POLICY

Cedar Rapids Community School District offers Career and Technical Education programs in Arts, Communications, and Information Systems; Applied Sciences, Technology, Engineering, and Manufacturing, including Transportation, Distribution, Logistics, Architecture, and Construction; Health Sciences; Human Services; and Business, Finance, Marketing, and Management. Admission to these programs is based on interest, age appropriateness, course prerequisites, and class space available.

It is the policy of Cedar Rapids Community School District not to discriminate on the basis of race, color, national origin, sex or handicap in its Career and Technical Education programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

It is the policy of the Cedar Rapids Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (employment only), marital status, sexual orientation, gender identity, and socioeconomic status (students/program only) in its educational programs and its employment practices.

Cedar Rapids Community School District will take steps to assure that lack of English language skills will not be a barrier to admission and participation in all Career and Technical Education programs.

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Justin Blietz, Director of Culture/Climate Transformation, (JBlietz@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

For more information about Career and Technical Education classes, contact Tara Troester, Career and Technical Education Facilitator ttroester@crschools.us at 319-558-1222 or mailing address 2500 Edgewood Rd NW, Cedar Rapids, IA 52405-1015.

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

_____ (“Company”) is providing services to

[name of contractor/sub-contractor]

the Cedar Rapids Community School District (“District”) as a contractor or is operating or managing the operations of a contractor. The services provided by the Company may involve the presence of the Company’s employees upon the real property of the schools of the District.

The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion thereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

Dated: _____

[Name of contractor/sub-contractor]

By: _____

Printed Name: _____

Title: _____

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 SPRINGVILLE AND
LINN COUNTY SECONDARY ROAD DEPARTMENT**

WHEREAS, for the benefit of the traveling public and the mutual benefit of the City of Springville, 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 Springville, 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 Springville, Iowa dated this 7th day of September, 2021.

For Linn County, Iowa dated this _____ day of _____, 20____.

Reviewed by Linn County Engineer _____

Brad Ketels, P.E.

CITY OF SPRINGVILLE, IOWA

LINN COUNTY BOARD OF SUPERVISORS

Chairperson

Vice Chairperson

Supervisor

ATTEST:

ATTEST: _____

Linn County Auditor



AGREEMENT FOR SERVICES

AN AGREEMENT WITH ADVOCATES FOR SOCIAL JUSTICE (ASJBLM) TO PERFORM SERVICES AS DESCRIBED IN THE LINN COUNTY EXPUNGEMENT CLINIC PROGRAM

This agreement, entered into this ____ day of _____ 2021, by and between Linn County, Iowa, hereinafter referred to as the COUNTY and Advocates for Social Justice referred to as ASJBLM; witnesseth:

In order to accomplish the objectives of the Linn County Expungement Clinic Program including the planning for the event and engagement of licensed attorneys, the COUNTY and ASJBLM agree as follows:

1. The COUNTY will pay ASJBLM an amount not to exceed \$8,000. Actual amount paid will be based on the actual number of citizens who sign up for and engage attorneys for expungement services and the staff time and resources in planning and promoting the Linn County Expungement Clinic.
2. In exchange for payments received, ASJBLM agrees to plan, promote, secure, and provide all necessary services, training, material and personnel to hold a one-day expungement clinic with licensed Iowa attorneys.
3. The terms of this service agreement shall begin upon the execution of this contract by the Chief Elected Official (Chair of the Linn County Board of Supervisors). Agreement shall terminate upon the completion of the one-day Linn County Expungement Clinic. Agreement will terminate no later than 3/31/2022.
4. The COUNTY may terminate this agreement at any time by giving notice by certified mail to ASJBLM.
5. If for any reason ASJBLM is unable to meet the terms as agreed upon above ASJBLM shall notify the COUNTY and return any unused portion of the funds to the COUNTY within 30 days of that notification.
6. ASJBLM may terminate this agreement by giving a 21-day notice by certified mail to the COUNTY.
7. ASJBLM's obligation and duties under this Agreement shall not be assigned without the permission of the COUNTY.



8. ASJBLM shall hold harmless the COUNTY for any injury or damage caused by the acts or omissions of ASJBLM or employees or agents and ASJBLM agrees to indemnify the COUNTY for any such injury or damages.
9. Any disputes that arise between the COUNTY and ASJBLM would be governed by Iowa law and be litigated in Linn County.
10. This is the entire agreement between the COUNTY and ASJBLM.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS _____ DAY OF _____, 2021.

CONTRACTOR, ASJBLM Director/Officer

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

RESOLUTION # _____

VACATE EXCESS ROAD RIGHT-OF-WAY

WHEREAS, the Linn County Board of Supervisors desire to vacate a portion of excess road right-of-way, more particularly described as follows.

All of Old Dubuque Road right-of-way east of the right-of-way for Alderman Road and lying north of Iowa DOT right-of-way for Dubuque Road, located in the W ½ NW ¼, Section 27, Township 84 North, Range 05 West, Linn County, Iowa, extending 1200 feet east of the west line of said Section 27.

WHEREAS, pursuant to Chapter 306.12 and 306.13 of the Code of Iowa, notice was published in the Cedar Rapids Gazette, a copy of said notice being attached hereto, and

WHEREAS, all adjoining land owners, all utility companies and the Iowa Department of Transportation have been notified by certified mail pursuant to Chapter 306.12 of said vacation and the hearing thereon, and

WHEREAS, the Linn County Board of Supervisors pursuant to the aforesaid notice held a hearing on the proposed vacation of the aforementioned right-of-way, and

WHEREAS, it being deemed in the best interest of Linn County to vacate said right-of-way, and

WHEREAS, this vacation is subject to easements of record at time of the public hearing including a utility easement, and

NOW, THEREFORE BE IT AND IT IS HEREBY RESOLVED by the Linn County Board of Supervisors this date met in lawful session to vacate as described below:

All of Old Dubuque Road right-of-way east of the right-of-way for Alderman Road and lying north of Iowa DOT right-of-way for Dubuque Road, located in the W ½ NW ¼, Section 27, Township 84 North, Range 05 West, Linn County, Iowa, extending 1200 feet east of the west line of said Section 27.

in Linn County, Iowa, be and the same is hereby vacated, and shall no longer be deemed public road right-of-way.

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

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Chairperson

Vice Chairperson

Supervisor

ATTEST:

Linn County Auditor

RESOLUTION # _____

VACATE EXCESS ROAD RIGHT-OF-WAY

WHEREAS, the Linn County Board of Supervisors desire to vacate a portion of excess road right-of-way, more particularly described as follows.

All of Timothy Lane lying north of the northerly right-of-way line of Linn Ridge Road and being in the SE ¼ SE ¼ of Section 18, NE ¼ NE ¼ of Section 19, SW ¼ SW ¼ of Section 17 and the NW ¼ NW ¼ of Section 20 all in Township 83 North, Range 05 West, Linn County, Iowa.

WHEREAS, pursuant to Chapter 306.12 and 306.13 of the Code of Iowa, notice was published in the Cedar Rapids Gazette, a copy of said notice being attached hereto, and

WHEREAS, all adjoining land owners, all utility companies and the Iowa Department of Transportation have been notified by certified mail pursuant to Chapter 306.12 of said vacation and the hearing thereon, and

WHEREAS, the Linn County Board of Supervisors pursuant to the aforesaid notice held a hearing on the proposed vacation of the aforementioned right-of-way, and

WHEREAS, it being deemed in the best interest of Linn County to vacate said right-of-way, and

WHEREAS, this vacation is subject to easements of record at time of the public hearing including a utility easement, and

NOW, THEREFORE BE IT AND IT IS HEREBY RESOLVED by the Linn County Board of Supervisors this date met in lawful session to vacate as described below:

All of Timothy Lane lying north of the northerly right-of-way line of Linn Ridge Road and being in the SE ¼ SE ¼ of Section 18, NE ¼ NE ¼ of Section 19, SW ¼ SW ¼ of Section 17 and the NW ¼ NW ¼ of Section 20 all in Township 83 North, Range 05 West, Linn County, Iowa.

in Linn County, Iowa, be and the same is hereby vacated, and shall no longer be deemed public road right-of-way.

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

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Chairperson

Vice Chairperson

Supervisor

ATTEST:

Linn County Auditor

RESOLUTION NO. _____

**RESOLUTION APPROVING CONVEYANCE OF VACATED ALLEYWAY AND
STREET RIGHT-OF-WAY TO LOIS M. HART**

WHEREAS this Board previously proposed to convey to Lois M. Hart portions of a vacated alley and street right-of-way in the unincorporated town of Viola, Iowa in return for payment of all out-of-pocket costs incurred by the County in connection with the process; and,

WHEREAS that proposal came on for public hearing this date as previously scheduled; and,

WHEREAS no objections were voiced at the public hearing held this date to conveyance of the alleyway and street right-of-way in question to Ms. Hart; and,

WHEREAS this Board believes it would be in the County's best interests to convey the portions of alley and street right-of-way in question to Ms. Hart;

BE IT RESOLVED, THEREFORE, that the Chairman of this Board execute and deliver to Lois M. Hart a quit claim deed for the following described real estate:

The East 80 feet of the vacated alley lying between John Street and Williams Street in Brown's Addition to the unincorporated town of Viola, Iowa and all of vacated Williams Street lying West of Lots 42 and 43 of Brown's Addition to the unincorporated town of Viola, Iowa and the West Half of the balance of vacated Williams Street to the North lying South of County Home Road,

upon receipt from Ms. Hart of reimbursement for all out-of-pocket costs incurred by the County in connection with the transaction, payment of which shall be evidenced by the recording of the quit claim deed with the Linn County Recorder.

PASSED this _____ day of _____, 2021.

	<u>Absent</u>	<u>AYE</u>	<u>NAY</u>
Stacey Walker, District 1 and 2021 Chair	_____	_____	_____
Ben Rogers, District 2 and 2021 Vice Chair	_____	_____	_____
Louis J. Zumbach, District 3	_____	_____	_____

ATTEST:_____

Joel D. Miller
Linn County Auditor

RETURN TO

PREPARER: Adrian T. Knuth, Knuth Law Office, PO Box 458, Anamosa, Iowa 52205, Phone: (319) 462-4378

CERTIFICATE OF AUTHENTICITY

STATE OF IOWA)
) ss
COUNTY OF LINN)

Being first duly sworn upon oath, I depose and state that I am the duly elected and acting Auditor for Linn County, Iowa. As the Linn County Auditor it is my responsibility to maintain the official records for the County. Accompanying this certificate are true and accurate copies of the following official records of Linn County, Iowa:

Resolution setting hearing on proposal to convey vacated alleyway and vacated street right-of-way in the unincorporated town of Viola, Iowa to Lois M. Hart;

Proof of publication of notice of public hearing to be held on proposal to convey to Lois M. Hart portions of vacated alleyway and street right-of-way in the unincorporated town of Viola, Iowa;

Resolution approving conveyance by quit claim deed of portions of vacated alleyway and street right-of-way in the unincorporated town of Viola, Iowa to Lois M. Hart.

Dated this _____ day of _____, 2021.

Joel D. Miller
Linn County Auditor

Subscribed and sworn to before me by Joel D. Miller as Auditor for Linn County, Iowa
this _____ day of _____, 2021.

Notary Public in and for the State of Iowa

**QUIT CLAIM DEED
Recorder's Cover Sheet**

Preparer Information: Adrian T. Knuth, Knuth Law Office, 320 W. Main St., P. O. Box 458,
Anamosa, IA 52205, Phone: (319)462-4378

Taxpayer Information: Lois M. Hart, 215 Center Street, Viola, IA 52350

Return Document To: Adrian T. Knuth, Knuth Law Office, 320 W. Main St., P. O. Box 458,
Anamosa, Iowa 52205

Grantors: Linn County, Iowa

Grantees: Lois M. Hart

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



QUIT CLAIM DEED

For the consideration of Ten Dollar(s) and other valuable consideration, Linn County, Iowa, a government entity organized and existing under the laws of Iowa, does hereby quit claim to Lois M. Hart all its right, title, interest, estate, claim and demand in the following described real estate in Linn County, Iowa:

The East 80 feet of the vacated alley running from John Street East to Williams Street in Brown's Addition to the unincorporated town of Viola, Iowa; and,

All of vacated Williams Street lying West of Lots 42 and 43 of Brown's Addition to the unincorporated town of Viola, Iowa and the West Half of the balance of vacated Williams Street to the North lying South of County Home Road.

Dated: _____.

LINN COUNTY, IOWA

BY: _____
Stacey Walker
Chairperson
Linn County Board of Supervisors

ATTEST: _____
Joel D. Miller
Linn County Auditor

STATE OF IOWA)
)
COUNTY OF LINN) ss

On this _____ day of _____, 2021, before me _____,
a Notary Public in and for the State of Iowa, personally appeared Stacey Walker and Joel D.
Miller, to me personally known, and who, being by me duly sworn, did say that they are the
Chairperson of the Linn County, Iowa, Board of Supervisors and the Linn County, Iowa, County
Auditor, respectively; that the instrument was signed on behalf of Linn County, Iowa, by the
authority of its Board of Supervisors, as contained in the resolution number
_____ adopted by the Board of Supervisors on the _____ day of
_____, 2021 and Stacey Walker and Joel D. Miller acknowledged the execution of
the instrument to be their voluntary act and deed and the voluntary act and deed of the Linn
County, Iowa, by it voluntarily executed.

NOTARY PUBLIC
STATE OF IOWA