

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 8, 2021

10 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 the Sheriff's Quarterly report for April 1 to June 30, 2021 for the amount of \$1,554,138

Resolutions

Resolution approving appointment of Shannon M. Powers as Assistant County Attorney.

Resolution approving appointment of Alex J. Anderson as Assistant County Attorney.

Resolution approving appointment of Misha N. Ghadiri as Assistant County Attorney.

Resolution approving an amended Application Fee Schedule for Linn County Planning and Development specifically concerning fees for expedited Temporary Use Permits.

Resolution setting a public hearing for Monday, September 27, 2021, at 11:00 am to determine whether Linn County will convey to Jeremy & Erin Brown whatever interest Linn County may have in the vacated right-of-way as follows: The north 128 feet of the west 30 feet of vacated Vermont Way as recorded in Resolution 2006-4-42, Bk 6303, Pg 342, Linn County Recorder's Office, lying south of Waubeek Road ROW. Located in Original Town of Waubeek, Section 19, T.85N, R.05W, Linn County, Iowa.

Resolution approving Temporary Use Permit, case JTU21-0012, request by Tom & Robin (Pavik) Brown – Brown Farms, owners; Row Crop, LLC, petitioner, to hold the Luke Bryan Farm Tour country music concert, located at 10301 C St Rd SW, Cedar Rapids, on September 10, 2021.

Resolution to approve a Land Preservation Parcel Split for Sindelar Second Addition, case JLPS20-0001.

Resolution to approve a Residential Parcel Split for Sindelar First Addition, case JPS20-0019.

Contract and Agreements

Approve and authorize Chair to sign Linn County Children's Mental Health Assistance Program Fiscal Year 2022 Provider Agreement with Covenant Family Solutions.

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

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes-Discuss and decide on meeting minutes.

Claims-Discuss and decide on claims.

Proclamation: Labor Union Appreciation Month – September 2021.

Covid 19 update by Public Health.

Update by the Director of Refugee and Immigrant Services on the resettlement of Afghan refugees and Special Immigrant Visas (SIV).

Third and final consideration on Case JA21-0007, an ordinance amending the Code of Ordinances, Linn County, Iowa by amending provisions in Chapter 107, Unified Development Code. Staff is proposing several text amendments to the Unified Development Code concerning: Temporary Uses, Event Centers in areas zoned Agricultural (AG), signs in areas zoned Critical Natural Resource (CNR), and lot size requirement exemptions for subdivisions in Planned Unit Development Overlay districts (PUD).

Discuss and decide on proposed revisions to Board of Supervisors Policy Number OP-020 entitled "Video Surveillance."

Conduct a public hearing on the Fiscal Year 2022 proposed budget amendment.

Discuss and decide on the fiscal year proposed 2022 budget amendment and adopt an amended appropriations resolution.

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

Closed Session

The Board will enter into a closed session to discuss pending litigation, pursuant to Code of Iowa 21.5(1)(c).

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.



Office of
BRIAN D. GARDNER
LINN COUNTY SHERIFF

Sheriff@LinnCounty.org LinnCounty.org
310 2ND AVE. SW, CEDAR RAPIDS, IA 52404-2003

Colonel Douglas A. Riniker
Chief Deputy
Doug.Riniker@LinnCounty.org

Major Gerald W. Hansel Jr.
2nd Deputy
Gerald.Hansel@LinnCounty.org

Major Chad C. Colston
2nd Deputy
Chad.Colston@LinnCounty.org

Major Peter A. Wilson
2nd Deputy
Pete.Wilson@LinnCounty.org

SHERIFF'S OFFICE
MAILING ADDRESS:
P.O. Box 669
Cedar Rapids, IA
52406-0669

SHERIFF'S OFFICE
319-892-6100
FAX: 319-892-6276

CIVIL DIVISION
319-892-6240
FAX: 319-892-6241

CRIMINAL DIVISION
319-892-6250
FAX: 319-892-6242

PATROL DIVISION
& DISPATCH
319-892-6100
FAX: 319-892-6275

FINANCE DIVISION
319-892-6232
FAX: 319-892-6241

CORRECTIONAL
CENTER
319-892-6300
FAX: 319-892-6279

SHERIFF'S QUARTERLY REPORT TO THE BOARD OF SUPERVISORS

April 1, 2021, to June 30, 2021

SERVICE FEES/MILEAGE	\$228,369.00
INTEREST	\$148.00
CARE OF PRISONERS	\$945,511.00
PRISONER RM/BRD 40%	\$55,690.00
WORK RELEASE FEES	\$0.00
JAIL COMMISSIONS	\$83,554.00
WEAPONS CARRY/PURCHASE PERMITS	\$31,585.00
COLLECTION OF FINES	<u>\$209,281.00</u>

QUARTERLY TOTAL \$1,554,138.00

I, Brian D. Gardner, Sheriff of Linn County, Iowa, do hereby certify that the above report is correct of fees and mileage for county owned vehicles collected by me as Sheriff during the period therein specified.

Brian D. Gardner, Linn County Sheriff

8.30.21

Dated



RESOLUTION #_____

WHEREAS, pursuant to Section 331.903(1), Code of Iowa, Jerry Vander Sanden, Linn County Attorney, has submitted to the Board of Supervisors, Linn County, Iowa, for approval of Shannon M. Powers, for appointment as Assistant County Attorney, and

WHEREAS, the Board of Supervisors, Linn County, Iowa, finds Shannon M. Powers to be qualified to serve as Assistant County Attorney and that the appointment of Shannon M. Powers will not exceed the number of assistants authorized for the Linn County Attorney's Office by the Board of Supervisors, Linn County, Iowa.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, that the appointment of Shannon M. Powers as Assistant County Attorney by Jerry Vander Sanden, Linn County Attorney, is hereby approved.

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

LINN COUNTY BOARD OF SUPERVISORS

AYE:

CHAIRPERSON

NAY:

ABSTAIN:

SUPERVISOR

SUPERVISOR

ATTEST:

JOEL D. MILLER, Linn County Auditor

STATE OF IOWA)
) ss:
COUNTY OF LINN)

I, JOEL D. MILLER, County Auditor of Linn County, Iowa, hereby certifies that at a regular meeting of the said Board, the foregoing was duly adopted by a vote of _____ aye, _____ nay and _____ abstained from voting.

JOEL D. MILLER

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

NOTARY PUBLIC – State of Iowa

RESOLUTION #_____

WHEREAS, pursuant to Section 331.903(1), Code of Iowa, Jerry Vander Sanden, Linn County Attorney, has submitted to the Board of Supervisors, Linn County, Iowa, for approval of Alex J. Anderson, for appointment as Assistant County Attorney, and

WHEREAS, the Board of Supervisors, Linn County, Iowa, finds Alex J. Anderson to be qualified to serve as Assistant County Attorney and that the appointment of Alex J. Anderson will not exceed the number of assistants authorized for the Linn County Attorney's Office by the Board of Supervisors, Linn County, Iowa.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, that the appointment of Alex J. Anderson as Assistant County Attorney by Jerry Vander Sanden, Linn County Attorney, is hereby approved.

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

LINN COUNTY BOARD OF SUPERVISORS

AYE:

NAY:

ABSTAIN:

CHAIRPERSON

SUPERVISOR

SUPERVISOR

ATTEST:

JOEL D. MILLER, Linn County Auditor

STATE OF IOWA)
) ss:
COUNTY OF LINN)

I, JOEL D. MILLER, County Auditor of Linn County, Iowa, hereby certifies that at a regular meeting of the said Board, the foregoing was duly adopted by a vote of _____ aye, _____ nay and _____ abstained from voting.

JOEL D. MILLER

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

NOTARY PUBLIC – State of Iowa

RESOLUTION #_____

RESOLUTION APPROVING APPOINTMENT OF ASSISTANT LINN COUNTY ATTORNEY

WHEREAS, pursuant to Section 331.903(1), Code of Iowa, Jerry Vander Sanden, Linn County Attorney, has submitted to the Board of Supervisors, Linn County, Iowa, for approval of Misha N. Ghadiri, for appointment as Assistant Linn County Attorney, and

WHEREAS, the Board of Supervisors, Linn County, Iowa, finds Misha N. Ghadiri to be qualified to serve as Assistant Linn County Attorney and that the appointment of Misha N. Ghadiri will not exceed the number of assistants authorized for the Linn County Attorney's Office by the Board of Supervisors, Linn County, Iowa.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, that the appointment of Misha N. Ghadiri as Assistant Linn County Attorney by Jerry Vander Sanden, Linn County Attorney, is hereby approved.

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

LINN COUNTY BOARD OF SUPERVISORS

AYE:

CHAIRPERSON

NAY:

ABSTAIN:

SUPERVISOR

SUPERVISOR

ATTEST:

JOEL D. MILLER, Linn County Auditor

STATE OF IOWA)

RESOLUTION # _____

2

COUNTY OF LINN)
) ss:

I, JOEL D. MILLER, County Auditor of Linn County, Iowa, hereby certifies that at a regular meeting of the said Board, the foregoing was duly adopted by a vote of ____ aye, ____ nay and ____ abstained from voting.

JOEL D. MILLER

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

NOTARY PUBLIC – State of Iowa

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION #: _____

**APPLICATION FEE SCHEDULE FOR
LINN COUNTY PLANNING AND DEVELOPMENT**

WHEREAS, on March 12, 2003, the Board of Supervisors adopted, by Resolution #2003-3-5, the application fee schedule for the Linn County Department of Planning and Development; and

WHEREAS, the application fee schedule was last amended by resolution #2021-6-107 on June 30, 2021; and

WHEREAS, the application fee schedule must now be revised to reflect additional application types and fees as shown on Attachment A.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Linn County, Iowa that the following application fee schedule as shown on Attachment A, be adopted.

Passed this _____ day of _____, 2021.

Linn County Board of Supervisors

Chair

Vice-Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

State of Iowa)
) SS
County of Linn)

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

___ Aye ___ Nay ___ Abstain ___ Absent

Joel Miller

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

Notary Public State of Iowa

Attachment A

Type of Application	Fee (\$)
Amendments to Text	\$200
Cabin Area Expansion	\$275
Conditional Home Occupation	\$200
Conditional Home Occupation – 5-Year Renewal	\$100
Conditional Use Permit (All Uses Except Otherwise Listed)	\$200
Conditional Use Permit (Extraction)	\$1,000
Conditional Use Permit (Waste Disposal – Recycling Facility, Transfer Station)	\$1,000
Conditional Use Permit – Floodplain	\$200
Conditional Use Permit Insignificant Modification	\$15
Conditional Use Permit Minor Modification	½ Conditional Use fee
Floodplain Permit (Except Conditional Use Permit or Variance)	\$50
Floodplain Permit – Variance	\$100
General Appeal	\$100
Rezoning/Map Amendment (All Districts Except EU-1)	\$275
Rezoning/Map Amendment (EU-1 District)	\$1,000
Rezoning/Map Amendment (RE Overlay District) 200 acres or less	\$5,000
Rezoning/Map Amendment (RE Overlay District) greater than 200 acres	\$2,500 per 100 acres of project area rounded to nearest 100 acres
Site Plan – Major	\$50
Site Plan – Minor (Including Zoning Verification & Site Plan Review - Zoning Permit)	\$15
Special Exception	\$100
Subdivision – Major (Including Cluster/Conservation Subdivision and Rural Village Extension Development)	\$200 + \$10/Lot
Preliminary Plat	
Final Plat (4 – 9 Lots)	
Final Plat (10 – 19 Lots)	
Final Plat (20 or More Lots)	
Subdivision – Minor (Including Residential Parcel Split, Land Preservation Parcel Split & Minor Boundary Change)	\$160
Temporary Use - Expedited	\$500
Temporary Use - Standard	\$50
Variance	\$100

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 north 128 feet of the west 30 feet of vacated Vermont Way as recorded in Resolution 2006-4-42, Bk 6303, Pg 342, Linn County Records Office, lying south of Waubeek Road ROW. Located in Original Town of Waubeek, Section 19, T.85N, R.05W, Linn County, Iowa.

and

WHEREAS, Jeremy J. & Erin L. Brown, 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 Jeremy J. & Erin L. Brown, 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 27th day of September, 2021, 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

Prepared by and to be returned to: Stephanie Lientz, Linn County Planning & Development
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100 (319) 892-5130

RESOLUTION APPROVING A TEMPORARY USE

RESOLUTION # _____

WHEREAS, Tom & Robin (Pavik) Brown – Brown Farms, owners; Row Crop, LLC, petitioner, Case JTU21-0012, has requested the Linn County Board of Supervisors' permission to hold the Luke Bryan Farm Tour country music concert, located at 10301 C St Rd SW, Cedar Rapids, Iowa.

AND WHEREAS, the Board of Supervisors makes the following Findings of Facts:

1. The outdoor event will be held on Friday, September 10, 2021.
2. Parking areas will be open starting at 2:00 p.m., and the event will be open to the public between the hours of 5:00 p.m. and 11:00 p.m. on September 10. Set up will begin on September 9, with tear down continuing on September 11.
3. The event will host approximately 12,000 people, not including event staff.
4. The applicant will provide parking signs, regular and handicapped portable toilets, and hand washing stations.
5. Food vendors will be on site. Appropriate licensing, permits and insurance are required by various departments.
6. The number of vehicles estimated to travel to this location for the event is approximately 7,000.
7. Parking for all vehicles will be provided on site and on nearby properties as shown on the site plan for the event. The applicant will provide staff to direct traffic on site and within the designated parking area(s).
8. The subject properties include GPNs 19-26-326-002-0000, 19-26-301-001-00000, 19-26-351-001-00000, 19-26-451-001-00000, 19-26-476-001-00000, and 19-26-476-002-00000, containing 152.06 acres, with approximately 90 acres of the two parcels to be used for the temporary use activity.
9. The subject properties are located in the AG (Agricultural) zoning district.
10. The subject parcel has a Rural Land Use Map designation of AA (Agricultural).

AND WHEREAS, the Linn County Technical Review Committee has examined the application and all conditions of approval are listed as part of this Resolution;

AND WHEREAS, the Temporary Use application has been examined by the Linn County Board of Supervisors at a public meeting on September 7, 2021, all interested persons having been heard;

NOW THEREFORE, BE IT RESOLVED, that the Linn County Board of Supervisors approve the application, Case JTU21-0012, subject to the following conditions:

LINN COUNTY PLANNING & DEVELOPMENT – (Zoning Division)

1. The Temporary Use may be reviewed at any time during the duration of the permit to ensure that all conditions have been or are being met.
2. All building, electrical, mechanical, plumbing and zoning permits will be obtained as necessary.
3. Adhere to the operating hours indicated in the temporary use application.
4. The temporary use permit period will be begin September 9, 2021 and expire no later than September 11, 2021.
5. Parking for 7,000+ vehicles as indicated on the application shall be provided.
6. Restrooms are required to be available during the hours of operation.
7. The applicant or owner shall obtain and submit proof of a liability insurance policy prior to Board of Supervisors approval.
8. The petitioner shall sign an "Acceptance of Conditions" form which provides assurance that all conditions will be met prior to the Board of Supervisors Resolution of Approval, and specifically agrees to hold Linn County harmless from any and all damages or claims for damages that might arise or accrue by reason of approval of the Temporary Use permit by the Linn County Board of Supervisors. Further, by signing the "Acceptance of Conditions" form, the petitioner shall agree to allow employees of the County reasonable access to the property for inspection and for submission of documents to verify any additional information.
9. Temporary off site signs may be allowed, provided that:
 - a. Temporary signs shall not exceed 32 square feet in surface area or exceed 12 feet in height or eight feet in width on a lot in any zoning district. There shall be no more than five such signs for each lot street frontage, and such signs shall be removed no later than 30 days following the accomplishment of activities indicated by such sign.
 - b. Temporary signs shall not be illuminated.
 - c. Temporary signs shall not be allowed on any road, street, or highway right-of-way.

LINN COUNTY PLANNING & DEVELOPMENT – (Building Division)

1. An electrical permit may be obtained by a licensed electrical contractor at Linn County Planning and Development.
2. Platforms or structures planned for this event are required to meet building code requirements.

LINN COUNTY ENGINEERING DEPARTMENT

1. No parking on county roadways including C Street and Spanish Road
2. Applicant is responsible for traffic control
3. Applicant is responsible for dust control on C Street and Spanish Road from the southernmost entrances for the venue to Wright Brothers Boulevard. Dust control permit is required from the Secondary Road Department.
4. Entrances used for access to the venue shall be permitted. Entrance permits to be obtained from the Secondary Road Department.
5. Work within right-of-way permit shall be obtained for any work completed in the right-of-way for the venue

IOWA DEPARTMENT OF TRANSPORTATION

1. No conditions to be met.

LINN COUNTY HEALTH DEPARTMENT

1. Linn County Public Health recommends not holding this event due to concerns over the COVID-19 pandemic spreading in the community.
2. Below is a list of the conditions should the Board of Supervisors approve the event:

- Rules sign(s) at the main event entrance(s) with rules and recommendations for the event (to include social distancing of at least 6', encouraging mask usage, encouraging good personal hygiene – covering coughs/sneezes, washing hands more frequently, etc.).
- Implement disinfection process for common touch surfaces throughout the grounds (portable toilets, sinks, tables, chairs, etc.)
- All vendors offering food or beverages must contact Linn County Public Health for requirements on temporary food licensing.

NATURAL RESOURCE CONSERVATION SERVICE

1. Advise no parking of catering or other heavy vehicles within 8 feet of the centerline of natural drainageways.
2. Advise applicant that the proposed stage location is located within a drainageway, which has a contributing drainage area of approximately 10 acres; locating stage slightly to the west may be beneficial.
3. Drainageway within the east parking area (along Spanish Road) is approximately 1,200 feet in length, with contributing drainage of about 100 acres. Vehicles should not be parked within 16 feet of the approximate centerline of this natural drainageway, unless provisions are made to prevent damage to the low flow area of this waterway.

LINN COUNTY SHERIFF'S OFFICE

1. The applicant will work with the Linn County Sheriff's Office to ensure proper security staffing is hired for the event and traffic control points will be established for before and after the event as determined by the Linn County Sheriff's Office.

LINN COUNTY EMERGENCY MANAGEMENT

1. A tone alert weather radio is required to be on site.
2. Procedures to provide shelter for event attendees during severe weather shall be identified in a Severe Weather Plan.

WHEREAS, failure to submit and/or comply with any of the conditions in a timely manner will revoke this Temporary Use Permit.

NOW, THEREFORE, BE IT RESOLVED, by the Linn County Board of Supervisors that said temporary use is hereby approved.

Passed and approved this 8th day of September, 2021.

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

State of Iowa)
) SS
County of Linn)

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

___ Aye ___ Nay ___ Abstain and ___ Absent from voting.

Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, on this 8th day of September, 2021.

Notary Public State of Iowa

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING A LAND PRESERVATION PARCEL SPLIT

WHEREAS, a Land Preservation Parcel Split of Sindelar Second Addition (Case # JLPS20-0001) to Linn County, Iowa, containing two (2) lots, numbered lot 1 and lettered lot A has been filed for approval, a subdivision of real estate located in the SWNW of Section 17, Township 85 North, Range 5 West of the 5th P.M., Linn County, Iowa, described as follows:

Commencing at the Southeast Corner of the Northwest Quarter of the Southwest Quarter of Section 17, Township 85 North, Range 5 West of the Fifth Principal Meridian; thence N1 °19'56"W along the east line of said Northwest Quarter of the Southwest Quarter, 658.01 feet; thence S88°55'19"W along the south line of the North Half of said Northwest Quarter of the Southwest Quarter, 173. 76 feet to westerly right of way of Boy Scouts Road and the point of beginning; thence N17°25'03"E along said right of way, 148.71 feet; thence N21 °13'53"E along said right of way, 200.00 feet; thence N23°08'26"E along said right of way, 18.09 feet; thence N85°35'01"W, 113.70 feet; thence N4°10'12"E, 83.27 feet; thence S86°18'36"E, 76.84 feet; thence N21°48'09"E, 385.37 feet; thence N69°15'12"W, 116.35 feet; thence N20°26'44"E, 109.33 feet; thence N81 °49'06"W, 584.00 feet to the west boundary of a parcel described in a warranty deed found at book 1891, page 119, Office of the Recorder, Linn County Iowa; thence S16°04'04"W along said westerly boundary, 326.1 0 feet; thence S86°52'06"W along said westerly boundary, 210.61 feet; thence S0°37'25"W along said westerly boundary, 45.30 feet; thence S1°15'12"E along said westerly boundary, 659.43 feet to said south line of the North Half of the Northwest Quarter of the Southwest Quarter; thence N88°55'19"E along said line, 698.85 feet to the point of beginning.

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

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

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of September 16, 2020 as last amended on October 19, 2020 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

1. Entrance permit required for new entrances and existing unpermitted entrances, Sec.11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. One shared entrance is allowed.
2. Previously purchased right-of-way by easement on Boy Scouts Road adjacent to development shall be dedicated to Linn County for road purposes.
3. Road agreement with conditions applicable to land preservation parcel split cases. County Standard Specifications, Section 1.

IOWA DEPARTMENT OF TRANSPORTATION

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

LINN COUNTY PUBLIC HEALTH DEPARTMENT

1. Existing sewage disposal system must have one of the following completed: If the property ownership is being transferred and does not qualify for one of the DNR exemptions, a Time of Transfer inspection must be performed by a certified septic contractor. The report must be submitted to this department. If the property is not transferring ownership, the septic must be reviewed by Linn County Public Health for compliance with Linn County Code of Ordinances Chapter 10, Article VI Private Sewage Disposal Systems.
2. Existing house must be reviewed by Linn County Public Health for compliance with Linn County Code of Ordinances Chapter 105, Article VI Property Maintenance Regulations. If applicable, correction of certain deficiencies may require permits, inspections and final approval from the Building Division of Linn County Planning & Development.

NATURAL RESOURCES CONSERVATION SERVICE

1. Show approximate location of natural drainage ways and a note restricting building within the natural drainage way should be shown on the final plat. Contact the NRCS office for widths and building restriction requirements.

LINN COUNTY CONSERVATION DEPARTMENT

No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT

No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT – ZONING DIVISION

1. Case JPS20-0019, Sindelar First Addition, shall be recorded prior to JLPS20-0001, Sindelar Second Addition.
2. All side and rear yard setbacks must be met for all structures involved in this proposal.
3. Various revisions to the site plan and final plat.
4. Prior to approval of the final plat, the owner must sign an "Acceptance of Conditions" form. The "Acceptance of Conditions" form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
5. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
6. Outlot A will require a Land Preservation Parcel Split deed restriction. As a part of the final plat, the lot will be non-buildable until brought into conformance with the Linn County UDC and will require the note: "This parcel may only be developed in accordance with all development regulations in effect at the time development is proposed" on the plat.
7. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.
8. One original and 3 complete copies of the final plat bound documents that must include the following:
 - (i) Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
 - (ii) Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
 - (iii) Surveyor's certificate
 - (iv) Auditor's certificate
 - (v) Resolution of the Planning and Zoning Commission

- (vi) Resolution of the Board of Supervisors
 - (vii) Resolution of approval or waiver of review by applicable municipalities
 - (viii) Treasurer's certificate
 - (ix) Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the Unified Development Code.
 - (x) Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
 - (xi) Three (3) copies of the surveyor's drawing
 - (xii) A covenant for a secondary road assessment
9. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before **OCTOBER 19, 2021** as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f), of the Unified Development Code.

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

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by September 8, 2022 be valid.

Passed and approved this 8th day of September, 2021

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Linn County Board of Supervisors
Resolution # _____
September 8, 2021
JLPS20-0001
Page 4 of 4

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Engineer

Brad Ketels, Engineer

State of Iowa)
) SS
County of Linn)

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

___ Aye ___ Nay ___ Abstain ___ Absent

Joel Miller

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

on this _____ day of _____, 2021.

Notary Public State of Iowa

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of Sindelar First Addition (Case # JPS20-0019) to Linn County, Iowa, containing two (2) lots, numbered lot 1 and lettered lot A has been filed for approval, a subdivision of real estate located in the NWSW of Section 17, Township 85 North, Range 5 West of the 5th P.M., Linn County, Iowa, described as follows:

Commencing at the Southeast Corner of the Northwest Quarter of the Southwest Quarter of Section 17, Township 85 North, Range 5 West of the Fifth Principal Meridian; thence N1° 19'56"W along the east line of said Northwest Quarter of the Southwest Quarter, 658.01 feet; thence S88°55'19"W along the south line of the North Half of said Northwest Quarter of the Southwest Quarter, 97.98 feet to the centerline of Boy Scouts Road and the point of beginning; thence continuing S88°55'19"W along said south line, 75.78 feet to the westerly right of way of Boy Scouts Road; thence N17°25'03"E along said right of way, 148.71 feet; thence N21° 13'53"E along said right of way, 200.00 feet; thence N23°08'26"E along said right of way, 18.09 feet; thence N85°35'01"W, 113.70 feet; thence N4° 10'12"E, 83.27 feet; thence S86° 18'36"E, 76.84 feet; thence N21°48'09"E, 385.37 feet; thence N69° 15'12"W, 116.35 feet; thence N20°26'44"E, 109.33 feet; thence N81°49'06"W, 584.00 feet to the west boundary of a parcel described in a warranty deed found at book 1891, page 119, Office of the Recorder, Linn County Iowa; thence N16°04'04"E along said westerly boundary, 477.96 feet to the Northwest Corner of said boundary; thence N88°48'52"E along the north boundary of said parcel, 1125.15 feet to said centerline of Boy Scouts Road; thence S44°42'11"W along said centerline, 23.38 feet; thence southwesterly 819.31 feet along the arc of a 2000.00 foot radius curve, concave southeasterly, chord bears S32°58'02"W, 813.59 feet; thence S21° 13'53"W along said centerline, 856.44 feet to the point of beginning.

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

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

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of September 16, 2020 as last amended on October 19, 2020 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

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

IOWA DEPARTMENT OF TRANSPORTATION

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

LINN COUNTY PUBLIC HEALTH DEPARTMENT

No conditions to be met.

NATURAL RESOURCES CONSERVATION SERVICE

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

LINN COUNTY CONSERVATION DEPARTMENT

No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT

No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT – ZONING DIVISION

1. Case JPS20-0019, Sindelar First Addition, shall be recorded prior to JLPS20-0001, Sindelar Second Addition.
2. All side and rear yard setbacks must be met for all structures involved in this proposal.
3. Various revisions to the site plan and final plat.
4. Prior to approval of the final plat, the owner must sign an "Acceptance of Conditions" form. The "Acceptance of Conditions" form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
5. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
6. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.
7. One original and 3 complete copies of the final plat bound documents that must include the following:
 - (i) Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
 - (ii) Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
 - (iii) Surveyor's certificate
 - (iv) Auditor's certificate
 - (v) Resolution of the Planning and Zoning Commission
 - (vi) Resolution of the Board of Supervisors
 - (vii) Resolution of approval or waiver of review by applicable municipalities
 - (viii) Treasurer's certificate
 - (ix) Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the Unified Development Code.
 - (x) Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
 - (xi) Three (3) copies of the surveyor's drawing
 - (xii) A covenant for a secondary road assessment
8. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before **OCTOBER 19, 2021** as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f), of the Unified Development Code.

Linn County Board of Supervisors

Resolution # _____

JPS20-0019

September 8, 2021

Page 3 of 4

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

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded September 8, 2022 to be valid.

Passed and approved this 8th day of September, 2021

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Board of Supervisors

Resolution # _____

JPS20-0019

September 8, 2021

Page 4 of 4

Linn County Engineer

Brad Ketels, Engineer

State of Iowa)
) SS
County of Linn)

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

___ Aye ___ Nay ___ Abstain ___ Absent

Joel Miller

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

on this _____ day of _____, 2021.

Notary Public State of Iowa

Linn County Children's Mental Health Assistance Program FY22 Provider Agreement

THIS AGREEMENT (the "Agreement") is by and between Linn County and Covenant Family Solutions ("Provider").

The statements and intentions of the parties, to this Agreement, are as follows:

Linn County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Linn County is interested in contracting with Provider to purchase services for the benefit of Linn County Individuals.

Provider is licensed, certified and/or accredited under the laws of the State of Iowa to provide mental health/behavioral health services and is interested in contracting with Linn County to provide services for the benefit of Linn County Individuals.

In consideration of the premises and promises contained herein, it is mutually agreed by and between Linn County and Provider as follows:

SECTION 1 Definitions

Assignment: The act of transferring to another all or part of one's property interest or rights.

Copayment: The amounts, which may be charged to Linn County Individual at the time services are rendered.

Linn County Individual: A person who is eligible and authorized to receive funding as defined by the Linn County Children's Mental Health Assistance Program.

Covered Services: Services approved by the Coordinator of the Linn County Children's Mental Health Assistance Program and included in this agreement.

Subcontract: The act in which one party to the original contract enters into a contract with a third party to provide some or all of the services listed in the original contract.

Protected Health Information: Individually identifiable health information that is transmitted by or maintained in electronic media or transmitted by or maintained in any other form or medium.

SECTION 2 Duties of Provider

Section 2.1 Provision of Covered Services. Provider shall provide services to each Linn County Individual who is authorized by the Linn County Children's Mental Health Assistance Program to receive such services to the extent designated in Attachment A, Service Definitions and Rates. Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide services in a manner which: (a) documents the services provided, in conformance with Federal, State and local laws and regulations, and (b) protects the confidentiality of the Linn County Individual's protected health information.

Section 2.2 Authorization and Notification Requirements. All services provided to Linn County Individuals by Provider must be authorized by the Linn County Children's Mental Health Assistance Program prior to or at the time of rendering services.

Section 2.3 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow Linn County access to books and records, for purposes of appeals, utilization, quality assurance review, grievance, claims payment review, individual medical records review or financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records at a cost of twenty-five cents (\$.25) a page.

SECTION 3

Reimbursement to provider

Section 3.1 Compensation to Provider. Provider agrees to accept payment from Linn County for services provided to Linn County Individuals under this Agreement as payment in full, less any other amount due from Linn County Individuals or insurance payments for such services. Compensation for services is included as Attachment A, Service Definitions and Rates, and subsequent amendments thereto.

Section 3.2 Timely Submission of Invoices. Invoices must be submitted within one year of service delivery, to be reimbursable by the County.

SECTION 4

Relationship Between the Parties

Section 4.1 Relationship Between Linn County and Provider. The relationship between Linn County and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain social security, workers' compensation and all other employee benefits covering Provider's employees as required by law.

SECTION 5

Hold Harmless, Indemnification and Liability Insurance

Section 5.1 Provider Hold Harmless and Indemnification. Provider shall defend, hold harmless and indemnify Linn County against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Linn County that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.2 Linn County Hold Harmless and Indemnification. Linn County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Linn County or Linn County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.3 Provider Liability Insurance. Provider shall procure and maintain, at the Provider's own expense, professional liability insurance and comprehensive general and/or umbrella liability insurance. Provider shall provide proof of self-insurance, if Provider is self-insured.

SECTION 6

Laws and Regulations

Section 6.1 Laws and Regulations. Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal and state laws.

Section 6.2 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any otherwise qualified individual based on sex, race, color, age, religion, national origin or disability. Provider agrees to ensure services are rendered to Linn County Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

Section 6.3 Equal Opportunity Employer. Linn County is an equal employment opportunity employer. Linn County supports a policy prohibiting discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with Linn County's Equal Employment Policy as expressed herein.

Section 6.4 Confidentiality of Records. Linn County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Linn County Individuals under this Agreement in accordance with any applicable laws and regulations including the Health Information Portability and Accountability Act (HIPAA) of 1996. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from Linn County about Individuals, it is fully bound by federal and state laws and regulations, including HIPAA governing the confidentiality of medical records and mental health records. Relevant confidentiality requirements include, but are not limited to:

- (A) Disclosures to third Parties: Provider shall obtain reasonable written assurances from any third party, including subcontractors or agents, to whom protected health information will be disclosed. The written statements shall assure that (1) protected health information will be held confidentially and used or further disclosed only as required and permitted under either state law or the HIPAA Privacy Provisions; (2) the third party agrees to be governed by the same restrictions and conditions contained in this Agreement, and (3) the third party will notify Provider of any instance in which confidentiality of protected health information has been breached.
- (B) Accounting of Disclosures: Provider shall maintain an accounting of all disclosure of protected health information not expressly authorized in this Agreement or that does not relate to treatment, payment operation, or a signed, written authorization. The accounting shall include the date of the disclosure, name and address of the individual or entity which is the recipient of the disclosure, a brief description of the protected health information disclosed and the purpose of the disclosure.

Section 6.5 Individual Authorizations. Linn County shall notify Provider of any changes in, or withdrawal of, the individual authorizations provided to Linn County. Provider shall notify Linn County of any changes in, or withdrawal of, the individual authorizations provided to Provider.

Section 6.6 Restrictions. Linn County shall notify Provider, in a timely, written manner of any restrictions to the use or disclosure of protected health information agreed to by Linn County.

Section 6.7 Security Measures. Provider shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of or from Linn County. Provider shall ensure that any agent, including a subcontractor to whom it provides electronic protected health information, agrees to implement reasonable and appropriate safeguards to protect it.

SECTION 7

Term and Termination

Section 7.1 Term. The initial term of this Agreement shall be for a period of one (1) year, commencing on the date first above written, and shall automatically renew on a year to year basis on the same terms and conditions, unless terminated earlier by either party in accordance with this Agreement. This contract shall be reviewed **June 30, 2022**, unless terminated earlier by either party in accordance with this Agreement.

Section 7.2 Non-Renewal of Agreement. Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

Section 7.3 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

Section 7.4 Termination with Cause by Linn County. Linn County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy filed by the Provider or (d) Provider's material breach of any of the terms or obligation of this Agreement.

For other terms or obligations of this Agreement breached by the Provider, the following termination procedures shall apply. Prior to terminating the contract, Linn County shall notify the Provider in writing of the alleged deficiency or violation and identify the recommended corrective action and request a written response to the allegation. If the parties agree on appropriate corrective action, the party responsible for implementing that action shall forward a written description of such action to Linn County. In the event that the Provider fails to respond within thirty (30) days of receipt of the written notice of violation, or in the event that the parties fail to agree on appropriate corrective action, the County may notify the Provider, in writing, that the contract will terminate sixty (60) days after receipt of the written notice to terminate.

Section 7.5 Termination with Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to Linn County upon the occurrence of Linn County's material breach of any of the terms or obligations of this Agreement.

Section 7.6 Information to Linn County Individuals. Provider acknowledges the right of Linn County to inform Linn County Individuals of Provider's termination and agrees to cooperate with Linn County in deciding on the form of such notification.

Section 7.7 Continuation of Services after Termination. Upon request by Linn County, Provider shall continue to render services for up to 90 days in accordance with this Agreement until Linn County has

transferred Linn County Individuals to another provider or until such Linn County Individual is discharged.

Section 7.8 Notices to Linn County. Any notice, request, demand, waiver, consent, approval or other communication to Linn County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Linn County Children's Mental Health Assistance Program
Attention: Coordinator
1020 6th Street SE
Cedar Rapids, IA 52401

Section 7.9 Notices to Provider. Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Covenant Family Solutions
~~1655 Blairs Ferry Road~~ 2720 1st Ave NE STE 300
~~Marion, IA 52302~~ Cedar Rapids, Ia 52402

Attention: Jacob Christenson, PhD LMFT
Email: jacob@covenantfamilysolutions.com
~~Phone: 319-261-2292~~ Phone-319-200-5118
Fax: 319-333-0992

Attention: Christine Topping
Email: Christine@covenantfamilysolutions.com

SECTION 8

Amendments

Section 8.1 Amendment. This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, Linn County may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to Linn County within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

Section 8.2 Regulatory Amendment. Linn County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

SECTION 9

Other Terms and Conditions

Section 9.1 Non-Exclusivity. This Agreement does not confer upon the Provider any exclusive right to provide services to Linn County Individuals. Linn County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

Section 9.2 Assignment. Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of Linn County.

Section 9.3 Subcontracting. Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to and approval of Linn County.

Section 9.4 Entire Agreement. This Agreement and its attachments constitute the entire agreement between Linn County and Provider, and supersede or replace any prior agreements between Linn County and Provider relating to its subject matter.

Section 9.5 Rights of Provider and Linn County. Provider agrees that Linn County may use Provider's name, address, telephone number, and description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and Linn County shall not use each other's name, symbol or service mark without prior written approval of the other party.

Section 9.6 Invalidity. If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

Section 9.7 No Waiver. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

This Agreement has been executed by the parties hereto, through their duly authorized officials.

Linn County:

By: _____

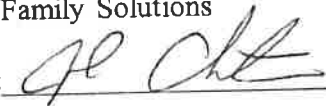
Print Name: _____

Print Title: _____

Date: _____

PROVIDER NAME:

Covenant Family Solutions

Signature: 

Print Name: Jacob Christenson

Print Title: CEO

Date: 8/19/21

Attachment A

Linn County Children's Mental Health Assistance Program FY2022 Provider Agreement

Service Definitions and Rates

Service Description Please include a Service Title. Possible examples include: Respite, BHIS, or Individual Outpatient Therapy. CPT Codes plus Title 19 Modifiers must be identified for all services, if applicable.	Unit of Service: Hour, Day, ½ day, Month, 15 Min., Visit/Contact, etc.	Enrolled Medicaid Provider with the Managed Care Organizations: Yes or No <i>For each service listed below</i>	Rate
Psychiatric diagnosis eval (no med services) 90791 HO	Visit	yes	214.47
Psychotherapy, 30 minutes 90832 HO	Visit	yes	90.31
Psychotherapy, 45 minutes 90834 HO	Visit	yes	152.40
Psychotherapy, 60 minutes 90837 HO	Visit	yes	203.19
Psychotherapy Add On 90833 SA	30 Min	yes	50.00
Office Visit – Est. Pt. Comprehensive 99214 SA	Visit	yes	100.00
Office Visit – Est. Pt. Detailed 99213 SA	Visit	yes	80.00
Office Visit – Est. Pt. Expanded 99212 SA	Visit	yes	60.00
Behavioral Health Intervention Service - BHIS (Family) H2019 HR	15 Min	yes	21.43*
Behavioral Health Intervention Service - BHIS (Individual) H2019 HA	15 Min	yes	21.88*
* Linn County agrees to adjust reimbursement rates during the Agreement term in the month in which the Provider provides notification of a rate adjustment from a Managed Care Organization.			

Attachment A
Linn County Children's Mental Health Assistance Program FY2022 Provider Agreement
Service Definitions and Rates

Service Description Please include a Service Title. Possible examples include: Respite, BHIS, or Individual Outpatient Therapy. CPT Codes plus Title 19 Modifiers must be identified for all services, if applicable.	Unit of Service: Hour, Day, ½ day, Month, 15 Min., Visit/Contact, etc.	Enrolled Medicaid Provider with the Managed Care Organizations: Yes or No <i>For each service listed below</i>	Rate
Assessment - Music Therapy	Visit	yes	84.66
Music Therapy	30 minutes	yes	67.73
Music Therapy	45 minutes	yes	73.38
Music Therapy	60 minutes	yes	79.02

❖ **NOTES:**

- An hourly billable unit is defined as services provided for or on behalf of the Linn County Individual through face-to-face contact with the Linn County Individual. These units shall be rounded to the nearest quarter hour with a minimum of a quarter hour billed for each contact.
- Treatment and therapy should be billed by CPT Code and Title 19 Modifier when these services are provided to a Linn County Individual. Treatment and therapy must be provided as face-to-face contact with the Linn County Individual.
- Services shall not be billed for missed appointments.

The above rates shall be effective July 1, 2021 through June 30, 2022. If the Agreement and Attachment A are received on or after August 1, 2021 the rates will be effective on the first day of the month in which Linn County receives the completed Agreement and Attachments through June 30, 2022.

This Attachment has been executed by the parties hereto, through their duly authorized officials.

Linn County:

Signature: _____

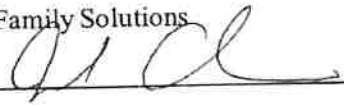
Print Name: _____

Print Title: _____

Date: _____

Provider:

Covenant Family Solutions

Signature: 

Print Name: Jacob Christenson

Print Title: CEO

Date: 8/19/21

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 HIAWATHA AND
LINN COUNTY SECONDARY ROAD DEPARTMENT**

WHEREAS, for the benefit of the traveling public and the mutual benefit of the City of Hiawatha, 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 Hiawatha, 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

Exhibit 'A'

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 Hiawatha, Iowa dated this 18th day of August, 2021.

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

Reviewed by Linn County Engineer _____

Brad Ketels, P.E.

CITY OF HIAWATHA, IOWA


Mayor Bennett

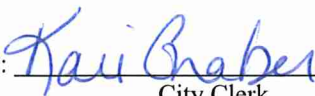
LINN COUNTY BOARD OF SUPERVISORS

Chairperson

Vice Chairperson

Supervisor

ATTEST:

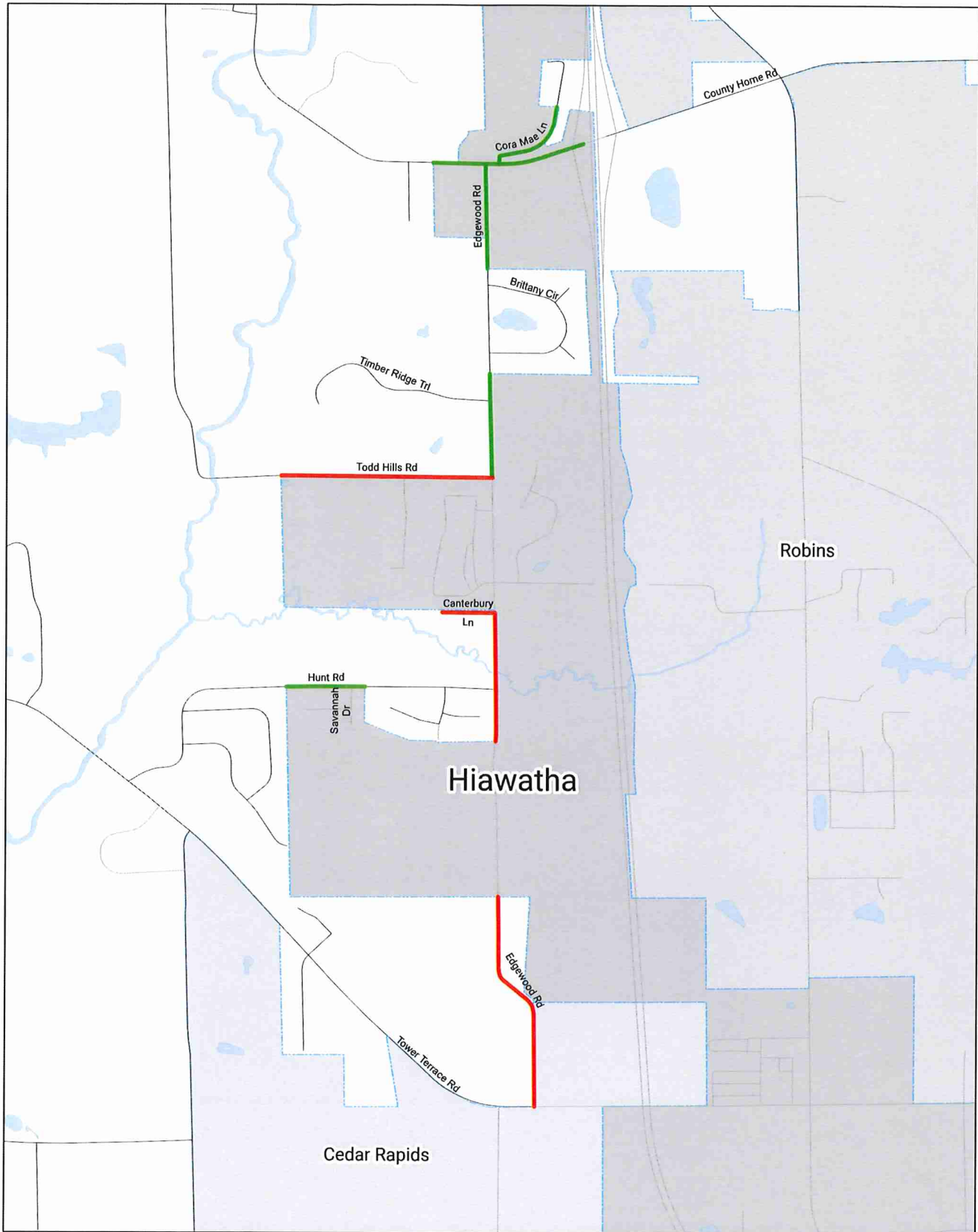

City Clerk

ATTEST: _____

Linn County Auditor

Snow & Maintenance 28E Agreement

Linn County & City of Hiawatha



Responsible Jurisdiction

Snow Removal & Maintenance

- City of Hiawatha
- Linn County

LINN COUNTY



PROCLAMATION

Celebration of Labor Union Appreciation Month

Whereas, hard-working people across the state of Iowa prove that our community is filled with the most creative, dynamic, and talented workers in the world; and

Whereas, the right to organize and collectively bargain is a fundamental American value. Since it began, organized labor has raised living standards and built our middle class. It is the reason we have child labor laws, 40-hour work weeks, weekends, overtime, vacations, the minimum wage, sick leave, parental leave, OSHA, employment nondiscrimination, pensions, Social Security, health insurance, and so much more; and

Whereas, the opportunities many Americans value today exist because their parents and grandparents fought for these basic rights and values. Principles upheld by the honorable laborers of generations past and their labor unions continue to fuel the growth of our economy and a strong middle class; and

Whereas, there is a vigorous fight to protect these rights and values, and during this Labor Union Appreciation Month, we reaffirm that collective bargaining is a cornerstone of the American dream. Public employees – including professional educators, social workers, postal workers, ambulance employees, clerks, police officers, firefighters, snow plow drivers, correctional officers, and others – as well as workers in private industries, including electrical workers, plumbers, auto workers, carpenters, and others, are at the foundation of what makes the American dream a reality.

NOW, THEREFORE, BE IT PROCLAIMED that the Linn County Board of Supervisors does hereby proclaim the month of September, 2021, to be **Labor Union Appreciation Month** in Linn County, Iowa, and calls upon all residents to observe this month with appropriate programs, ceremonies, and activities that acknowledge the tremendous contributions of working Americans and their families.

Linn County Board of Supervisors

Chairperson



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

LINN COUNTY ORDINANCE # _____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES, LINN COUNTY, IOWA
BY AMENDING PROVISIONS IN CHAPTER 107**

BE IT ENACTED by the Board of Supervisors, Linn County, Iowa:

SECTION 1. SEE ATTACHMENT A

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

SECTION 3. SEVERABILITY. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

SECTION 5. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Public hearing and first consideration on the 30th day of AUGUST, 2021

Second consideration on the 1st day of SEPTEMBER, 2021

Third and final passage on the 8th day of SEPTEMBER, 2021

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

LINN COUNTY BOARD OF SUPERVISORS

Chairperson

Supervisor

Supervisor

ATTEST:

Joel D. Miller, Linn County Auditor

STATE OF IOWA)
) SS
COUNTY OF LINN)

I, _____, County Auditor of Linn County, Iowa, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors at a regular meeting of said Board held on _____, 2021 and published as provided by law on _____, 2021.

Linn County Auditor

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

Notary Public, State of Iowa

ATTACHMENT A

Text that is being deleted is shown as ~~striketrough~~; newly proposed language will be displayed as underlined text.

Part I List of Proposed UDC Amendments:

Article V General Regulations, Section 107-93 General regulations for uses, Subsection (c) Temporary uses

This proposed amendment would add an additional fee to temporary use applications that are submitted fourteen days or less from the date of the event. The purpose of the fee is to account for the additional staff time- departments involved in the review of the temporary use permit. Staff must drop what they are working on and focus on reviewing the application in order to have conditions and recommendations in place. This delays other projects staff are working on, which may also be time sensitive. Another purpose of the additional fee is to discourage last minute submission of temporary use applications.

Article V General Regulations, Section 107-94 General regulations for structures, Subsection (j) Sign regulations, Table 107-94(j)(10)

This proposed amendment would outline what type of signs are allowed in Critical Natural Resource (CNR) zoning districts. Signage regulations in the Unified Development Code were updated two years ago and regulations on signage in CNR zoning districts was inadvertently left out, this amendment corrects that omission.

Article VII Zoning Classifications, Density, Dimensional Standards and Allowed Uses, Section 107-147 Use table, Banquet/reception facility.

This proposed amendment would allow banquet and reception facilities in agriculturally zoned areas. These uses must still meet the specific development requirements for commercial uses outlined in Article VI, Section 107-115 including submission of a major site plan, access to a hard surfaced road, and buffering.

Article VII Zoning Classifications, Density, Dimensional Standards and Allowed Uses, Section 107-148 Planned Unit Development.

This proposed amendment would specify that the minimum lot sizes for a Planned Unit Development are lots which conform to the Governing Plan, and that the minimum lot size of the underlying zoning district does not apply.

Part II Proposed Quarterly UDC Amendments: This part of the report details the actual text amendment language; language that is added to the section will be displayed as underlined text and deleted language will be represented as ~~striketrough~~ text.

1. Article V General Regulations, Section 107-93 General regulations for uses, Subsection (c) Temporary uses

- (c) Temporary uses. The county board of supervisors may, by resolution, permit the temporary establishment in any zoning district such uses as specified in the list below. Such permission shall be in accordance to an approved minor site plan and shall contain a commencement and a

- (1) Portland cement or asphaltic concrete mixing plant in conjunction with the construction of a highway or other large-scale project.
- (2) Carnival; circus; farm show; haunted house; haunted trail; crop maze; live nativity or other performance, concert or temporary assembly; farm winery or winery event at which alcohol will be sold for consumption on-site; or other similar temporary or transient attraction, activity or use.

c. *Subdivisions, multiple-family development and mobile home parks.* In zoning districts where residential subdivisions, multiple-family developments, and mobile home parks are permitted, not more than two signs located at the entrance to a subdivision, multiple-family development or mobile home park shall be permitted. The total of any such sign shall not exceed 64 square feet in surface area and no sign shall exceed 12 feet in height. Said signs may be located in the required yard of such development. This shall not preclude individual residences within subdivisions, multiple-family developments, and mobile home parks from having accessory or temporary signs.

Table 107-94(j)(10) Summary of sign characteristics by zone and use

Zoning District

Zoning District										
Use Category	AG/CNR	RR1	RR2	RR3	USR (& USR-MF)	VR	VM	*HC	*GC	*I
Agricultural	1	2	2	2	2	2	3	1	1	1
Residential	2	2	2	2	2	2	3	2	2	2
Retail, Service, and Commercial	4	2	2	2	2	2	3	4	4	5
Institutional and Civic	3	2	2	2	2	2	3	4	4	5
Industrial	5	2	2	2	2	2	3	5	5	5

* Advertising signs permitted in these districts as allowed by article V, section 107-94(i)(14).

Regulation Class	Regulation Section
1 =	Accessory signs, (AG and CNR districts)
2 =	Accessory signs, (RR1, RR2, RR3, USR, and VR districts)
3 =	Accessory signs, (VM district)
4 =	Accessory signs, (HC and GC districts)
5 =	Accessory signs, (I district)

4. Article VII Zoning Classifications, Density, Dimensional Standards and Allowed Uses, Section 107-147 Use table, Banquet/reception facility.

Retail, Service and Commercial Uses		STD	AG	RR 1/2/3	VR	VM	USR	USR-MF	HC	GC	I	CNR	MH
Food services	Catering service, banquet/reception facility, social or fraternal organization	107-115(r)	<u>C</u>			P			P	P			

5. Article VII Zoning Classifications, Density, Dimensional Standards and Allowed Uses, Section 107-148 Planned Unit Development, Subsections (f) & (g)

(f) Subdivision of land. Subdivisions which accomplish the implementation of an approved master plan are exempt from the underlying zoning district minimum or maximum lot size requirements.

~~(e)~~(g) Amendments to an approved master plan and/or governing plan. Amendments to associated plans shall be reviewed as follows:

ALTERNATIVES:

The following alternatives may be considered regarding the proposed UDC text amendments:

1. Recommend approval of the proposed amendments.
2. Recommend denial of the proposed amendments.
3. Refer the proposed amendments back to the staff for additional review/information.

STAFF RECOMMENDATION:

Staff recommends Alternative 1, recommend approval of the proposed UDC text amendments.



BOARD OF SUPERVISORS LINN COUNTY, IOWA

Title: Video Surveillance		Policy Number: OP-020	
Responsible Department: Board of Supervisors Administration			
Revision No: 01	Revision Date: XX/XX/2021	Policy Effective Date: XX/XX/2021	Expiration Date: Until Repealed
Initial Approval Date: 10/17/2012 BOS Minutes: 10/17/2012,		Distribution: Elected Officials, Department Heads, Employee Handbook, Intranet	

I. PURPOSE & OBJECTIVES

The purpose of this policy is to establish procedures for the use of video surveillance devices that balance the security, safety, and other benefits derived from the use of video surveillance with the privacy rights of the individual, and to establish procedures and protocols for the installation and operation of video surveillance devices, and the management of information recorded by video surveillance devices.

II. SCOPE

This policy applies in and on all Linn County buildings and grounds, and applies to all types of video surveillance systems, surveillance monitors, and camera recording devices that Linn County uses for surveillance purposes.

III. EXCEPTIONS

Any surveillance system operated by the Linn County Sheriff for law enforcement purposes including, but not limited to, systems used in correctional and detention facilities and systems used for the purpose of courthouse or courtroom security.

Any surveillance system installed in or on a motor vehicle.

This policy is not intended to address the use of video equipment for the recording of public meetings or other public events held in or on Linn County buildings and grounds.

IV. DEFINITIONS

Closed-Circuit Television (CCTV): A television system in which signals are monitored primarily for surveillance and security purposes but are not publicly distributed.

Digital Video Recorder/Network Video Recorder (DVR/NVR): An electronic device that records video from video cameras in a digital format to a disc drive, universal serial bus (USB) drive, secure digital (SD) card, solid state drive (SSD) or other local or networked mass storage device that records video footage for distribution over an internet protocol (IP) network or for digitized storage on a video surveillance storage system.

Video Surveillance: A digital or analog closed-circuit television (CCTV) system used to help deter crime and to protect people and property by means of video cameras.

Video Surveillance Device: A camera and a digital video recorder or network video recorder (DVR/NVR) or server storage system.

Video Surveillance System: An appliance or appliances that enable embedded image capture capabilities that allow video images or extracted information to be compressed, stored, or transmitted (play back) over a communication network or digital link to a surveillance monitor or recorded (stored) to a digital video disc (DVD).

V. PROVISIONS

A. Installation, Repair, and Maintenance

1. An individual department proposing to install, modify, or expand an existing video surveillance system, or any component thereof must submit a ~~written request~~ Video Surveillance Work Request Form (See Appendix A), signed by the department head or elected official managing said department, to the Board of Supervisors. Such request must include the following:
 - a. A justification for the use of a video surveillance system based on specific security, safety or other concerns.
 - b. A description of other measures of deterrence or detection that have been considered and rejected as ineffective.
 - c. The proposed hours of operation, and a justification for the necessity of the proposed hours of operation.
 - d. A detailed description of the space(s) proposed to be monitored by the video surveillance system. The video surveillance system shall be installed to monitor only those spaces that have been identified as requiring video surveillance.
 - e. Identification of the funding source(s) for purchase and ongoing maintenance of the equipment.
 - f. Identification of the person(s) and/or position(s) that are proposed to have access to the information recorded by the video surveillance system.
 - g. An assessment of the effects of the proposed video surveillance system.

2. The Board of Supervisors is solely responsible for reviewing the request and approving or denying all or any part of the request. The Board of Supervisors may, at its sole discretion, request input from any department or individual it deems necessary prior to making a decision to approve or deny the request.
3. If approved, the Information Technology Department (IT) and the Facilities Department shall jointly oversee the design specifications, procurement, and installation of the video surveillance system, including cabling, mounts, and power with the assistance of any department or individual deemed necessary by the Facilities Department or IT Department. The installation is subject to applicable state and federal laws and shall adhere to the following criteria as closely as possible:
 - a. During the installation of, or repair or maintenance to an approved video surveillance system, the Facilities Department and IT Department shall have access to the live or recorded video from the system being installed, repaired, or maintained.
 - b. The ability of authorized personnel to adjust video surveillance devices shall be restricted so that unauthorized personnel cannot adjust or manipulate video surveillance devices to overlook spaces that are not intended to be covered by the video surveillance devices.
 - c. Video surveillance devices shall never monitor areas where the public and employees have ~~a higher~~ an expectation of privacy including, but not limited to, restrooms or locker rooms, and individual offices for which a video surveillance system is not approved in accordance with this policy.
 - d. Reception and/or recording equipment shall be located in a controlled access area. Only authorized personnel shall have access to the controlled access area and/or the reception and recording equipment.
 - e. Every reasonable attempt should be made by authorized personnel to ensure video monitors that are part of a video surveillance system are not in a position that enables the public and/or unauthorized personnel to view the monitors.
 - f. Video surveillance systems shall not record sound unless a request to record sound is approved by the Board of Supervisors. The Board of Supervisors may, at its sole discretion, approve the recording of sound on a case-by-case basis. A request to record sound shall be included in the request to install, expand or modify a video surveillance system as described in Section V.A.1.a-g of this policy.
 - g. Upon installation of a video surveillance system, Linn County shall post signs visible to the public and employees at all entrances to the building or at the perimeter of the grounds where video surveillance devices are installed.
4. Video surveillance systems installed in or on Linn County buildings and grounds shall use DvTel software.

5. The Information Technology Department is responsible for ~~video surveillance camera repairs and upgrades~~, maintenance of video surveillance systems, upgrades to software associated with video surveillance systems, and maintaining adequate server storage space to record and retain information as required by Section V.B.10 of this policy.
6. ~~The Facilities Department is responsible for video surveillance camera repairs, modifications, and upgrades, and for adding additional video surveillance cameras.~~

B. Management of Recorded Information

1. Information obtained from recorded information on video surveillance systems may be used for any lawful purpose.
2. Linn County employees will have access to information recorded on video surveillance systems only in accordance with this policy.
3. Unless otherwise given prior approval by the Board of Supervisors pursuant to a written request, authorized personnel may review the recorded information when an incident is suspected to have occurred and only authorized personnel, as determined by this policy, will be involved in, or have access to recorded information.
4. Viewing of recorded information is limited to the following individuals:
 - a. For video surveillance systems approved for individual departments:
 - i. The elected official or department head managing the department in which the system is located.
 - ii. The individual person(s) or position(s) approved by the Board of Supervisors to have access to recorded information pursuant to Section V.A.1.f of this policy.
 - iii. ~~The~~ Risk Manager
 - iv. The County Sheriff or his/her designee where a review of recorded information by the Risk Manager indicates that unlawful activity has occurred or is suspected
 - v. The County Attorney or his/her designee pursuant to Section V.B.6 of this policy
 - vi. ~~The Facilities Manager and Assistant Facilities Manager~~
 - vii. ~~The IT Director~~
 - b. For video surveillance systems approved for common areas, grounds and other locations not specific to one department:

- i. The Risk Manager
 - ii. The County Sheriff or the Sheriff's designee where a review of recorded information by the Risk Manager indicates that unlawful activity has occurred or is suspected
 - iii. The County Attorney or Attorney's designee pursuant to Section V.B.6 of this policy
 - iv. The Facilities Manager and Assistant Facilities Managers
 - v. The IT Director
 - vi. The County Auditor or Auditor's designee for video surveillance systems installed at the Linn County Public Service Center to monitor ballot drop boxes.
- 5. Access shall be allowed to law enforcement officials when pursuant to a subpoena, court order, or when otherwise required by law.
 - 6. The County Attorney or his/her designee will review all requests to release information recorded on security cameras in or on county property to individuals not authorized by this policy, or by the Board of Supervisors, to view recorded information and shall have access to review the recorded information to consider such requests.
 - 7. Personnel are prohibited from using or disseminating information from security cameras except for official purposes.
 - 8. The Risk Manager shall keep a log of all instances of access to and use of recorded information by individuals not authorized by this policy or by the Board of Supervisors to view recorded information.
 - 9. No attempt shall be made to alter any part of any recorded information.
 - 10. Recorded information will be retained for at least 30 days, or as storage capacity is available, except that the County Auditor's Office will retain recorded information from video surveillance cameras installed to monitor ballot drop boxes at the Linn County Public Service Center on secure storage managed by the Auditor's Office. The County Auditor's Office will retain recorded information related to non-federal elections for six (6) months, and recorded information related to federal elections for twenty-two (22) months. As new information is recorded, the oldest information will be deleted automatically.
 - 11. Any deviation from this policy will only occur with the explicit approval of the Board of Supervisors.

VI. ENFORCEMENT

- A. Unauthorized installation
- B. When disciplinary action is being considered, departments are advised to contact the Human Resources Department to ensure compliance with collective bargaining agreements and Linn County policies. The Human Resources Department must be informed of any disciplinary action being considered to ensure that employee rights related to compensation and benefits are protected and reasonable employee relations are maintained.

Appendix A

VIDEO SURVEILLANCE WORK REQUEST FORM

Date: _____

Department:
Request for: INSTALLATION MODIFICATION EXPANSION REPAIR
Project Description:
Project Justification/Expected Results:
Description of other Deterrence or Detection Measures Considered:
Proposed Hours of Operation and Justification:
Detailed Description of Space Proposed to Monitor:
Identification of Funding Source for Procurement and Installation:
Identification of Funding Source for Maintenance, Upgrade and Repair:
Identification of Person(s) or Positions(s) Proposed to Have Access to System:

Elected Official or Department Head Signature

Board of Supervisors Action:

Board Signature