



LINN COUNTY BOARD OF SUPERVISORS

District 1 | Kirsten Running-Marquardt

District 2 | Ben Rogers

District 3 | Louis J. Zumbach

REGULAR MEETING AGENDA

Wednesday, October 25, 2023 | 10:00 AM

Formal Board Room | Jean Oxley Public Service Center

935 2nd St. SW, Cedar Rapids, Iowa

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.

Minutes

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

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 Linn County Annual Urban Renewal Report for Fiscal Year 2023

Resolutions

A Resolution authorizing the vacation of right-of-way along a portion of Section 35, T. 85N., R.08W. of the 5th P.M., Linn County, Iowa described as follows: Existing Feather Ridge Road right-of-way lying south of the south line of Moody's First Addition to Linn County as recorded in Bk. 3094, Pg. 524, Linn County Recorder's to the south line of said Section 35 being the north right-of-way line of Hagerman Road. Said vacated area = 1.69 acres more or less, subject to easements and restrictions of record or use.

A Resolution for an Interfund Transfer from the General Supplemental fund to the General Basic fund in the sum of \$7,500,000

A Resolution for an Interfund Transfer from the Rural Services fund to the Secondary Roads fund in the amount of \$2,660,622

A Resolution for an Interfund Transfer from the General Basic fund to the Secondary Roads fund in the amount of \$1,009,206

A Resolution for an Interfund Transfer from the General Basic fund to the Conservation Reserve fund in the amount of \$544,858.

A Resolution for an Interfund Transfer from the General Basic fund to the Capital Projects fund in the amount of \$1,083,000.

A Resolution to approve the Final Plat for Flaherty First Addition, Case PFP23-0005.

A Resolution to approve the Final Plat for Denison Bottoms Second Addition, case PFP23-0007

Contract and Agreements

Approve and authorize the Chair to sign an agreement with the East Central Iowa Council of Governments for Fringe Area Planning with the City of Ely, for \$4,750.

Approve and authorize the Chair to sign a Clinical Agreement between Kirkwood Community College and Linn County Mental Health Access Center.

Licenses & Permits

Personnel

Other

Approve Fiscal Year 2024 Legacy and Community Attraction Fund grant allocation to The History Center in the amount of \$31,250, and to The Linn County Fair Association in the amount of \$18,750.

Approve and authorize the Chair to sign Fiscal Year 2024 Iowa Department of Transportation (IDOT) Secondary Road Budget Version 1.

Approve Consent Agenda

Regular Agenda

Discuss and decide on an amendment to the American Rescue Plan Subaward Agreement between Linn County and Foundation 2, Inc. for the Foundation 2 Headquarter Facility to extend the Subaward Budget Period and Period of Performance and to allocate the amount set aside for furniture, fixtures, and equipment in the amount of \$300,000.00.

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.

Correspondence

Appointments

Adjournment

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

Annual Urban Renewal Report, Fiscal Year 2022 - 2023

Levy Authority Summary

Local Government Name: LINN COUNTY
Local Government Number: 57

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
LINN COUNTY DOWS FARM URBAN RENEWAL AREA	57950	0
PROSPECT MEADOWS URBAN RENEWAL AREA	57951	0

TIF Debt Outstanding: 0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:	0	0	Amount of 07-01-2022 Cash Balance Restricted for LMI
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TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	0

Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:	0	0	Amount of 06-30-2023 Cash Balance Restricted for LMI
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Year-End Outstanding TIF
Obligations, Net of TIF Special
Revenue Fund Balance: 0

♣ Annual Urban Renewal Report, Fiscal Year 2022 - 2023

Urban Renewal Area Data Collection

Local Government Name: LINN COUNTY (57)
 Urban Renewal Area: LINN COUNTY DOWS FARM URBAN RENEWAL AREA
 UR Area Number: 57950

UR Area Creation Date: 03/2017

UR Area Purpose: To acquire land for conservation and public recreation uses.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
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Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022: 0 0 **Amount of 07-01-2022 Cash Balance Restricted for LMI**

TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	0

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◆ Annual Urban Renewal Report, Fiscal Year 2022 - 2023

Urban Renewal Area Data Collection

Local Government Name: LINN COUNTY (57)
 Urban Renewal Area: PROSPECT MEADOWS URBAN RENEWAL AREA
 UR Area Number: 57951

UR Area Creation Date: 04/2018

UR Area Purpose: Develop a baseball and softball complex on County-owned property.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
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Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

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

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.

A portion of Section 35, T. 85N., R.08W. of the 5th P.M., Linn County, Iowa described as follows: Existing Feather Ridge Road right-of-way lying south of the south line of Moody's First Addition to Linn County as recorded in Bk. 3094, Pg. 524, Linn County Recorder's to the south line of said Section 35 being the north right-of-way line of Hagerman Road. Said vacated area = 1.69 acres more or less, subject to easements and restrictions of record or use.

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, the 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 that the subject section of road be ordered vacated and closed, and the vacated property listed above, subject to the right of utilities to continue in possession of any easement existing at the time of vacation. See Exhibit "A" attached.

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 _____, 2023.

BOARD OF SUPERVISORS

LINN COUNTY, IOWA

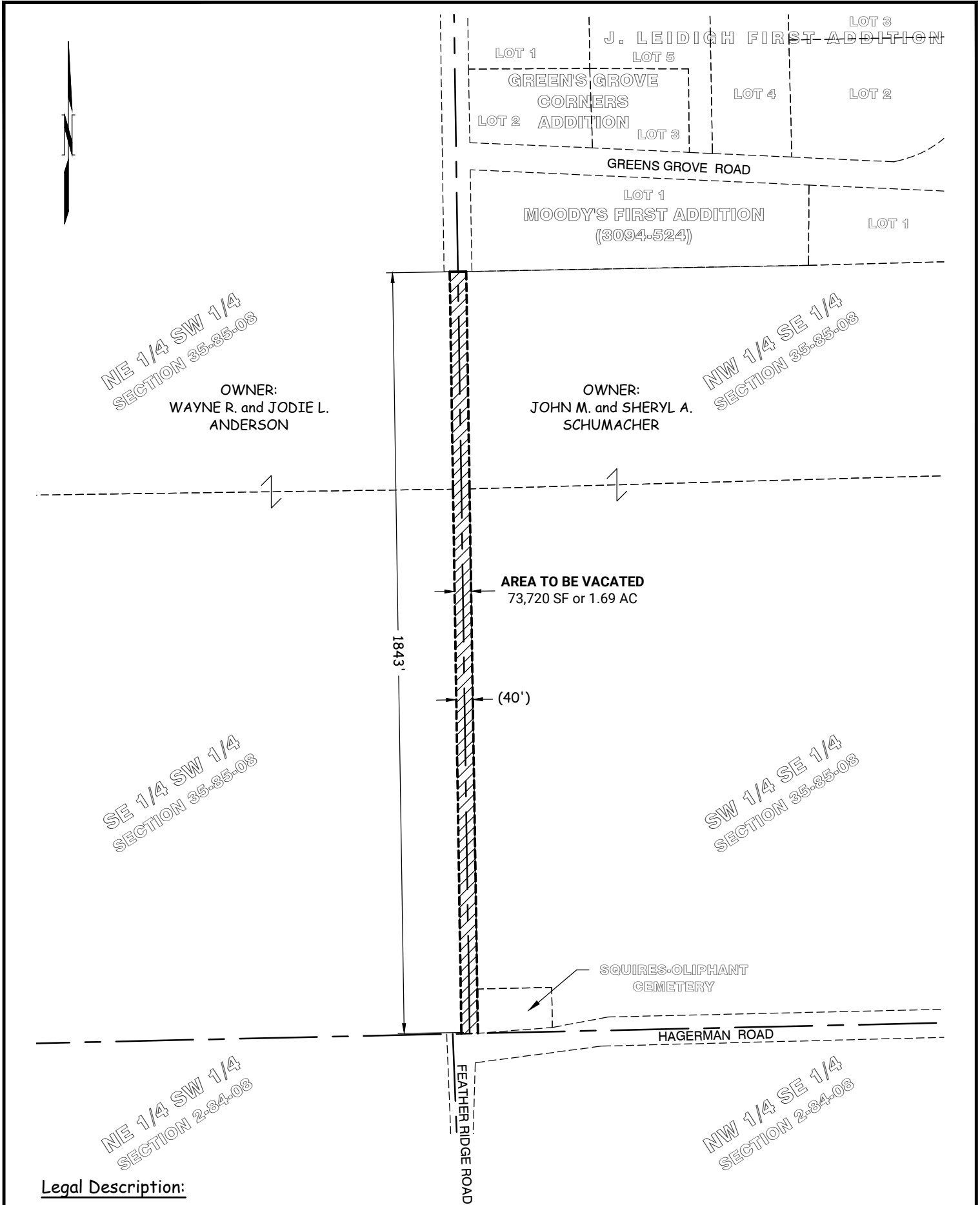
Chairperson

Vice Chairperson

Supervisor

ATTEST:

Linn County Auditor



Legal Description:

A portion of Section 35, T. 85N., R.08W. of the 5th P.M., Linn County, Iowa described as follows:
Existing Feather Ridge Road right-of-way lying south of the south line of Moody's First Addition to Linn County as recorded in Bk. 3094, Pg. 524, Linn County Recorder's to the south line of said Section 35 being the north right-of-way line of Hagerman Road.

Said vacated area = 1.69 acres more or less, subject to easements and restrictions of record or use.

LEGEND

- PROPERTY/ROW LINE
- SECTION LINE
- () RECORDED DIMENSION or RECORDED BK-PG

 Secondary Road Department 1888 COUNTY HOME ROAD MARION, IOWA 52302 PH (319) 892-6400	VACATION EXHIBIT SW 1/4, SEC 35-85-08 SE 1/4, SEC 35-85-08 100500100 SCALE: 1" = 100'	THIS PLAT IS A REPRESENTATION OF THE PREMISES PROPOSED FOR A QUIT CLAIM DEED. THIS PLAT IS NOT A SURVEY.	DATE 09/27/2023
			DATE REVISED
			DRAWN BY CAL
			SHEET 1 1 OF SHEET

RESOLUTION NO. 2023 - -

RESOLUTION FOR INTERFUND TRANSFER

WHEREAS, it is desired to transfer monies from the General Supplemental fund to the General Basic fund and,

WHEREAS, said operating transfer is in accordance with Section 331.432, Code of Iowa,

NOW, therefore be it resolved by the Board of Supervisors of Linn County, Iowa, as follows:

Section 1. The sum of \$7,500,000 is ordered to be transferred from the General Supplemental fund to the General Basic fund, to replace FICA, IPERS and insurance costs paid from the General Basic fund.

Section 2. The Auditor has been directed to correct his books accordingly and to notify the Treasurer of this operating transfer, accompanying the notification with a copy of this resolution and the record of its adoption.

PASSED AND APPROVED this _____ day of October 2023.

LINN COUNTY BOARD OF SUPERVISORS

Louis J Zumbach, Chair

Ben Rogers, Vice Chair

Kirsten Running-Marquardt, Supervisor
Abstain: _____

Aye: _____ Nay: _____

ATTEST:

Joel Miller, Linn County Auditor

I, Joel Miller, Linn County Auditor, certify that at a regular meeting of the Linn County Board of Supervisors the foregoing resolution was duly adopted by a vote of:
_____Aye _____Nay _____Abstain and _____Absent from Voting.

Joel Miller, Linn County Auditor

RESOLUTION NO. 2023 - -

RESOLUTION FOR INTERFUND TRANSFER

WHEREAS, it is desired to transfer monies from the Rural Services fund to the Secondary Roads fund and,

WHEREAS, said operating transfer is in accordance with Section 331.432, Code of Iowa,

NOW, therefore be it resolved by the Board of Supervisors of Linn County, Iowa, as follows:

The sum of \$2,660,622 is ordered to be transferred from the Rural Services fund to the Secondary Roads fund, as allowed under the Code of Iowa maximum transfer limits.

PASSED AND APPROVED this _____ day of October 2023.

LINN COUNTY BOARD OF SUPERVISORS

Louis J Zumbach, Chair

Ben Rogers, Vice Chair

Kirsten Running-Marquardt, Supervisor
Abstain:

Aye: _____ Nay: _____

ATTEST:

Joel Miller, Linn County Auditor

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

_____Aye _____Nay _____ Abstain and _____Absent from Voting.

Joel Miller, Linn County Auditor

RESOLUTION NO. 2023 - -

RESOLUTION FOR INTERFUND TRANSFER

WHEREAS, it is desired to transfer monies from the General Basic fund to the Secondary Roads fund and,

WHEREAS, said operating transfer is in accordance with Section 331.432, Code of Iowa,

NOW, therefore be it resolved by the Board of Supervisors of Linn County, Iowa, as follows:

The sum of \$1,009,206 is ordered to be transferred from the General Basic fund to the Secondary Roads fund, as allowed under the Code of Iowa maximum transfer limits.

PASSED AND APPROVED this _____ day of October 2023.

LINN COUNTY BOARD OF SUPERVISORS

Louis J Zumbach, Chair

Ben Rogers, Vice Chair

Kirsten Running-Marquardt, Supervisor
Abstain: _____

Aye: _____ Nay: _____

ATTEST:

Joel Miller, Linn County Auditor

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

_____Aye _____Nay _____Abstain and _____Absent from Voting.

Joel Miller, Linn County Auditor

RESOLUTION NO. 2023 - -

RESOLUTION FOR INTERFUND TRANSFER

WHEREAS, it is desired to transfer monies from the General Basic fund to the Conservation Reserve fund and,

WHEREAS, said operating transfer is in accordance with Section 331.432, Code of Iowa,

NOW, therefore be it resolved by the Board of Supervisors of Linn County, Iowa, as follows:

Section 1. The sum of \$544,858 is ordered to be transferred from the General Basic fund to the Conservation Reserve fund in accordance with the strategic plan adopted by the Conservation Board and funded at \$250,000 annually, in addition to the \$500,000 fiscal year 2013 approved offer for ongoing funding to the Conservation Reserve fund, less \$205,142 reduced in FY24.

Section 2. The Auditor has been directed to correct his books accordingly and to notify the Treasurer of this operating transfer, accompanying the notification with a copy of this resolution and the record of its adoption.

PASSED AND APPROVED this _____ day of December 2023.

LINN COUNTY BOARD OF SUPERVISORS

Louis J Zumbach, Chair

Ben Rogers, Vice Chair

Kirsten Running-Marquardt, Supervisor
Abstain: _____

Aye: _____ Nay: _____

ATTEST:

Joel Miller, Linn County Auditor

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

_____Aye _____Nay _____Abstain and _____Absent from Voting.

Joel Miller, Linn County Auditor

RESOLUTION NO. 2023 - -

RESOLUTION FOR INTERFUND TRANSFER

WHEREAS, it is desired to transfer monies from the General Basic fund to the Capital Projects fund and,

WHEREAS, said operating transfer is in accordance with Section 331.432, Code of Iowa,

NOW, therefore be it resolved by the Board of Supervisors of Linn County, Iowa, as follows:

The sum of \$1,083,000 is ordered to be transferred from the General Basic fund to the Capital Projects fund, as allowed under the Code of Iowa maximum transfer limits.

PASSED AND APPROVED this _____ day of October 2023.

LINN COUNTY BOARD OF SUPERVISORS

Louis J Zumbach, Chair

Ben Rogers, Vice Chair

Kirsten Running-Marquardt, Supervisor
Abstain: _____

Aye: _____ Nay: _____

ATTEST:

Joel Miller, Linn County Auditor

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

_____Aye _____Nay _____Abstain and _____Absent from Voting.

Joel Miller, Linn County Auditor

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING FINAL PLAT

WHEREAS, a Final Plat of Flaherty First Addition (PFP23-0005) to Linn County, Iowa, containing three (3) lots, numbered lot 1 and lettered lot A and Outlot A have been filed for approval, a subdivision of real estate located in the SW SW of Section 20, Township 82 North, Range 8 West of the 5th P.M., Linn County, Iowa, described as follows:

Flaherty First Addition to Linn County, Iowa.

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 as last amended on August 21, 2023 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. Dedication of road rights-of-way, County Standard Specifications, Section 5. Fifty feet from the center of the existing right-of-way of Wright Brothers Blvd and both sides.
3. Road agreement for conditions applicable to Final Plat cases. County Standard Specifications, Section 1.

IOWA DEPARTMENT OF TRANSPORTATION

Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT

No conditions to be met.

NATURAL RESOURCES CONSERVATION SERVICE

1. Show approximate location of natural drainage ways and a note restricting building within the natural drainage way should be shown on the final plat. Contact the NRCS office for widths and building restriction requirements.
2. Land disturbance greater than 1 acre in size, not associated with agricultural crop production, will require a NPDES permit granted by the Iowa Department of Natural Resources.
3. Shared tile systems for Lot 1 and adjoining parcels will require a subsurface drainage agreement to be developed and filed with Linn County Soil Water Conservation District and Linn County Planning & Development if applicable.

LINN COUNTY CONSERVATION DEPARTMENT

No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT

No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT - ZONING DIVISION

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

4. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
5. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.
6. The final plat bound documents must be approved by the Linn County Board of Supervisors on or before **AUGUST 21, 2024** 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 UDC.
7. One original and one complete copy 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
 - i. 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 UDC.
 - ii. Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
 - iii. Ten original signed plat drawings
 - iv. A covenant for a secondary road assessment

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

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by, October 25, 2024 to be valid.

Passed and approved this 25th day of October, 2023.

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Linn County Board of Supervisors

Resolution # _____

CASE # PFP23-0005

October 25, 2023

Page 3 of 3

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 _____, 2023.

Notary Public State of Iowa

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING FINAL PLAT

WHEREAS, a Final Plat of DENISON BOTTOMS SECOND ADDITION TO LINN COUNTY, IOWA (PFP23-0007) to Linn County, Iowa, containing four (4) lots, numbered lot 1 and lettered lot A, Outlot A and Outlot B have been filed for approval, a subdivision of real estate located in the SW NW of Section 5, Township 85 North, Range 8 West of the 5th P.M., Linn County, Iowa, described as follows:

Parcel A, Plat of Survey No. 2751, Linn County, Iowa

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 as last amended on September 18, 2023 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. Road and other improvements as required in the Unified Development Code, Article 4, Section b. The property owner will participate in the improvement of Rolling Acres Road. The property owner will pay the cost of placing a single application of seal coat 24' wide along the development for 300 feet centered on the access to Lot 1. Using the current cost of rock and sealcoat placement, the estimated cost is \$4.50 per foot or \$1,350 for the road surface. Payment is due prior to approval of the Final Plat by the Board of Supervisors.
3. Dedication of road rights-of-way, county standard specifications, section 5. Forty feet from the center of the existing right-of-way of rolling acres road.
4. Road agreement for trees, brush and fence within County right-of-way and conditions applicable to Final Plat cases. County Standard Specifications, Section 1.

IOWA DEPARTMENT OF TRANSPORTATION

Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT

No conditions to be met.

NATURAL RESOURCES CONSERVATION SERVICE

1. Show approximate location of natural drainage ways and a note restricting building within the natural drainage way should be shown on the final plat. Contact the NRCS office for widths and building restriction requirements.
2. Land disturbance greater than 1 acre in size, not associated with agricultural crop production, will require a NPDES permit granted by the Iowa Department of Natural Resources.
3. A site plan showing the footprint of proposed structures and septic systems and wells shall be submitted and accepted by the NRCS office prior to approval of final plat.
4. Shared tile systems for Lot 1 & Outlots may require a subsurface drainage agreement to be developed and filed with Linn County Soil Water Conservation District and Linn County Planning & Development if applicable.
5. Clarify plans to address potential wetland area with NRCS.

LINN COUNTY CONSERVATION DEPARTMENT

No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT

No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT - ZONING DIVISION

1. Various revisions to the site plan and final plat.
2. 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.
3. This plat lies within the 2-mile jurisdiction of the City of Center Point. As per Chapter 354 of the Code of Iowa, a certified resolution by any municipality that has authority to review the plat to either approve the plat or waive its right to review must be provided.
4. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
5. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.
6. The final plat bound documents must be approved by the Linn County Board of Supervisors on or before **SEPTEMBER 18, 2024** 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 UDC.
7. One original and one complete copy 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 UDC.
 - x. Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
 - xi. Ten original signed plat drawings
 - xii. A covenant for a secondary road assessment

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

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by **October 25, 2024** to be valid.

Passed and approved this day of 25th day of October, 2023.

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Engineer

Brad Ketels, Engineer

State of Iowa)
) SS
County of Linn)

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

___ Aye ___ Nay ___ Abstain ___ Absent

Joel Miller

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

on this _____ day of _____, 2023.

Notary Public State of Iowa

Fringe Area Agreement Project Summary

Linn County Planning and Development has fringe area plans and agreements with the cities of Bertram, Ely, Palo, and Springville, with some having been in place for 20 years. These agreements coordinate land use planning and development in the unincorporated areas close to the city or cities party to the agreement. Linn County Planning and Development has requested a proposal for ECICOG to assist with the update of Ely's fringe area agreement.

Scope of Work and Timeline

ECICOG proposes the following scope of work. Linn County and the City of Ely will be active partners in the planning process. The project is estimated to take 7-8 months

Activity	Description	Estimated Timeline
Meetings with Linn County Planning	Coordinate with Linn County Planning and Development throughout the project	Months 1–3
Local planning review	Review County and city plans and land use regulations	
ECICOG meeting with City P & Z	Discuss planning review, local concerns, and visioning meeting coordination	
Community Visioning Meeting	Present information to local residents and request input for the future vision of the community	Months 4–6
Plan writing	Draft fringe area plan, which outlines land use parameters and public input	
Mapping	Create fringe area map to visualize land use conditions and create districts to correspond with different development review guidelines	
Draft agreement	Working draft of agreement for review by city and County	
ECICOG or LCPD meeting with County P & Z	Review draft plan and agreement	
ECICOG meeting with City P & Z	Review draft plan and agreement	
Finalize plan and agreement	Incorporate feedback from County and city	
City and County P & Z review/recommendation and Council/Board adoption	Provide draft hearing notices and adoption resolutions	Month 7–8
File 28E agreement	File with Secretary of State	

Annexation Agreement

In addition to the fringe area plan and agreement, Linn County has also requested that ECICOG help to facilitate meetings between the City of Ely and the City of Cedar Rapids regarding a 28E annexation agreement. Any agreement from those meetings would be developed by the cities, but ECICOG can serve as a facilitator, and any completed or substantially drafted agreement would help to inform the fringe area agreement. This work is anticipated to take less than 10 hours of ECICOG staff time.

County and City Responsibilities

The County and City will be responsible for the following activities to support an effective planning process:

1. Publishing and/or posting, as appropriate, notices for town meetings, work sessions, and public hearings.
2. Provide necessary information, data, and pertinent maps to ECICOG for the creation of the plan.
3. Execute and record/file 28E agreement.
4. The City's consultant planner, Bolton & Menk, will coordinate with ECICOG to facilitate congruence between the City's in-development comprehensive plan update and the fringe area plan and agreement.

Deliverables

For each fringe area plan and agreement, ECICOG deliverables will include the following:

- Draft public hearing notices and adoption resolutions
- Digital copy of the plan and agreement, including agreement map, for the County and participating jurisdictions
- One print copy of the plan for the County and each participating jurisdiction
- Shapefile(s) or geodatabase for map assets
- Assistance with recording/filing of 28E agreement

Cost Proposal

ECICOG proposes a not-to-exceed cost of \$9,500. The County will be billed at the agency's hourly rate, currently \$75, up to the not-to-exceed total. The proposed fee includes travel, printed meeting materials, other incidental costs, and the referenced deliverables.

Agreement Structure

ECICOG will contract with Linn County for the project.

About ECICOG

The East Central Iowa Council of Governments (ECICOG) is an intergovernmental council established in 1973 under Chapter 28E and provided for under Chapter 28H of the Code of Iowa. Our mission is to help build vibrant, forward-thinking communities and a collaborative and resilient region. ECICOG's skilled staff have been providing innovative service across our region for almost 50 years by leveraging state and local resources, promoting regional collaboration, planning for the future and sharing technical skills. Our region consists of Benton, Iowa, Johnson, Jones, Linn, and Washington counties.

Why Choose ECICOG?

- We understand and care about our region...this is our home!
- We were created by our region's counties to serve local governments. As a government entity, we operate on a non-profit basis. When you invest in us it helps to support our work around the region.
- Our staff are experts in their respective fields and have decades of planning experience.
- We create the transportation, economic development and watershed plans for our region; you will benefit from that knowledge and experience.
- Our knowledge of your community will help us identify federal and state grant opportunities to help you achieve your goals.

Project Coordinator



Tom Gruis is an AICP-certified planner and dedicated public servant, serving as Planner & Community Development Specialist at ECICOG. He has completed comprehensive plan updates for the cities of Lisbon, Bertram, and Wyoming, and planning work is ongoing with the cities of Swisher and Oxford. He has also worked on updating land use regulations, assisting cities with adopting new ordinances and codification, and writing and administering community development-related grants. He enjoys working with staff, officials, and the public from the communities in the ECICOG service area. Outside of work, Tom enjoys spending time with his family, competing in strongman competitions, and drawing and painting.

Staff Support



Justice Inkoom has over a decade of experience in land use and spatial planning, geographic information systems management and analytics, landscape pattern analysis, ecosystem services, environmental policy analysis, as well as general operations and impact research. He joined ECICOG in January as a Planning Fellow and will provide technical and GIS support towards the development of the Regional Active Transportation Plan for Regional Planning Affiliation 10 and a number of comprehensive planning initiatives within the ECICOG region.

Terms and Signatures

If additional, substantial unforeseen work needs to be completed, prior to initiating that work, an addendum to this Agreement shall be agreed upon by both parties stipulating the extra work and related costs.

The County will be notified of any changes in the staff team working on the project.

Payment is expected within thirty (30) days upon receipt of being billed.

This Agreement may be terminated by either party by submitting a written notice of termination to the other party with 30 days of notice. The County will be billed for services completed through the date of termination. The product or work completed through the date of the termination shall be property of, and forwarded to, the County.

Contract Amount

This contract is for City of Ely fringe area agreement. The not-to-exceed cost for this service agreement is \$9,500.

Signed by Linn County:

Signed _____

Date _____

Print Name _____

Title _____

Signed by ECICOG:

Signed _____

Date _____

Print Name _____

Title _____

KIRKWOOD COMMUNITY COLLEGE CLINICAL AFFILIATION AGREEMENT

This Clinical Affiliation Agreement (“AGREEMENT”) is made by and between
KIRKWOOD COMMUNITY COLLEGE (“KIRKWOOD”) and
Linn County Mental Health Access Center (“AGENCY”).

WHEREAS, KIRKWOOD, acting through its Allied Health Division, seeks to arrange a clinical facility in which to offer instruction at the above AGENCY for students enrolled in a health science program at KIRKWOOD; and

WHEREAS, AGENCY agrees to make clinical facilities available for students as may be enrolled in a health science program at KIRKWOOD; and

WHEREAS, KIRKWOOD may place students with AGENCY in one or more of the following programs or others to be mutually agreed upon by both parties: Dental Assisting, Dental Hygiene, and Dental Technology, Central Sterilization Service Technician, Certified Nurse Aide, Electroneurodiagnostic (END) Technology, EKG Technician, Emergency Medical Technician (EMT), Advanced EMT, Medical Assisting, Medical Laboratory Technician, Nursing, Occupational Therapy Assistant, Ophthalmic Assistant, Paramedic, Pharmacy Technician, Phlebotomy, Physical Therapist Assistant, Respiratory Therapist and Surgical Technology;

NOW, THEREFORE, in exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to establish cooperative relationships and to outline the responsibilities of KIRKWOOD and the AGENCY as they contribute to student learning as follows:

- I. Term of AGREEMENT: This AGREEMENT shall begin on 11/10/2023 and continue through 11/09/2028, and shall automatically renew unless either party provides written notice of termination at least 90 days before the end of the current term. However, any student placed at AGENCY will be allowed to complete the experience.
- II. KIRKWOOD AGREES:
 1. To provide and designate in writing a faculty member or designate a mutually agreed upon AGENCY employee responsible for supervision of a given number of students enrolled in the program, including conferences, clinical experiences and evaluation. KIRKWOOD assigns the final grade.
 2. To plan student learning experiences and/or observations in cooperation with and through appropriate individuals within the AGENCY. Students shall be enrolled and in good academic standing in a health science program sponsored by KIRKWOOD.
 3. To comply with all federal, state, and local laws, ordinances or regulations, the Joint Commission (TJC), hospital-specific policies or other applicable accrediting body standards and accepted standards of practice applicable to student training. In the event of non-compliance AGENCY may, upon notice and an opportunity to cure, exclude any student or faculty from its premises in the event that such student or faculty's conduct or state of health is deemed detrimental to the proper administration of AGENCY.
 4. To assign students to the AGENCY in an amount that will not exceed the number cooperatively agreed upon without consent of the AGENCY.
 5. To prohibit discrimination on the basis of sex, race, creed, national origin, religion, sexual orientation, age, gender, gender identity, veteran status, genetic information, socioeconomic status, marital status or disability or on any other basis as prohibited by law. KIRKWOOD is an equal access/opportunity institution in compliance with state and federal laws.
 6. To provide professional liability insurance coverage up to \$1 million per incident/ \$3 million total specific to students enrolled through KIRKWOOD programs and employed clinical faculty appointed by KCC.
 7. To require that students: a) report illness and absence to KIRKWOOD faculty representative and/or clinical faculty supervisor, if applicable; b) wear the designated attire of KIRKWOOD and/or AGENCY; c) comply with the AGENCY and KIRKWOOD plan for reporting student accidents while in the AGENCY.
 8. To review and to require that all students and faculty maintain at a minimum a separate confidential medical file in order to meet compliance requirements of AGENCY, if any, for clinical rotations. See Schedule A for program-specific requirements for KIRKWOOD's Health Science programs. Documentation will be furnished to AGENCY by Student upon AGENCY request.

9. To inform its students and faculty that: (a) they must have and maintain their own health insurance, if required by the AGENCY or KIRKWOOD, and (b) they are responsible for medical expenses incurred as a result of illness or injury arising out of the clinical rotation.
10. To provide students with training in HIPAA, OSHA Blood-borne Pathogen Standards, standard precautions, Mandatory Child and Dependent Adult Abuse reporter training and the college exposure control plan and follow-up protocol.
11. To verify that each student and faculty member assigned to care for patients has on record a physical examination showing general good health, if required by AGENCY.
12. To ensure that all students have undergone criminal background and child/dependent adult abuse or neglect registry checks before they are assigned to AGENCY.
13. To ensure that all students and faculty are certified and current in Basic Cardiac Life Support for the Healthcare Provider prior to any clinical experience that involves direct patient contact, if required by AGENCY.
14. To comply with portions of AGENCY's compliance program that addresses the False Claims Act, administrative and state law remedies for false claims, AGENCY's policies and procedures for detecting and preventing fraud, waste, and abuse and the rights of employees to be protected as whistleblowers in relation thereto.
15. To the extent of any legal liability of KIRKWOOD for the negligent or tortious acts of its students and its employees, KIRKWOOD shall indemnify and save harmless AGENCY, its employees and agents from loss, damages, expenses, attorney fees and costs on account of the death, personal injury and property damage to any person.

III. THE AGENCY AGREES:

1. To synchronize experiences so as not to overlap or conflict with the instruction of students enrolled in other programs within the AGENCY and/or other affiliated groups.
2. To provide practical areas and observational opportunities within the clinical area.
To allow KIRKWOOD clinical faculty, in consultation with the appropriate AGENCY personnel, to select the patients or learning experiences for the student's clinical experience, taking into account the patient condition, skills of the student and the number of students that can be accommodated at the same time.
3. To retain full administrative, legal and supervisor responsibility for the quality of care given patient and family and/or direct or indirect care of patients.
4. That nothing contained herein shall be construed to require the AGENCY to provide facilities or personnel other than currently available at the AGENCY.
5. That the students do not displace employees, are not entitled to wages or benefits, and provide no immediate advantage to the AGENCY.
6. To make the AGENCY's exposure control plan, hazardous communication plan and chemical hygiene plan available to students.
7. To provide written notice to KIRKWOOD promptly if a claim arises involving a student.
8. To the extent of any legal liability of AGENCY for the negligent or tortious acts of its employees, AGENCY shall indemnify and save harmless KIRKWOOD, its employees and agents from loss, damage expenses, attorney fees, and costs on account of the death, personal injury and property damage to any person(s).
9. To provide a general orientation or an informational packet to students that may include, but will not be limited to, review of AGENCY's policies and procedures, its compliance requirements, and preparation information for clinical experience.

IV. KIRKWOOD AND THE AGENCY AGREE:

1. The personnel of the AGENCY and the faculty of KIRKWOOD will maintain communications and cooperate in the development of educational experiences for students and the concurrent and terminal evaluation of the experiences.
2. To contribute toward the promotion of a team-oriented atmosphere conducive to learning and patient care by a mutual exchange of information, planning and evaluation on a regular basis.
3. During the time of their clinical experience, students are employees of neither KIRKWOOD nor the AGENCY when assigned to the facility for educational purposes only. Students are subject to all of the program's curriculum requirements and restrictions.
4. Any services provided by students should be planned, implemented and supervised to complement the applicable KIRKWOOD program, which combines academic instruction with hands-on experiences.

5. That either party may terminate this AGREEMENT within 30 days of a written notice for any reason. That either party may require the withdrawal of any student from the clinical area, whose conduct or health may have a detrimental effect on patients or personnel of the AGENCY after conferring with the student.
6. To share information if a claim arises involving a student in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
7. That this AGREEMENT does not pertain or apply to any activities that may be conducted by or through KIRKWOOD clubs or by KIRKWOOD students volunteering with AGENCY and AGENCY acknowledges that the provisions of the AGREEMENT do not apply to volunteer activities conducted through KIRKWOOD or by KIRKWOOD students volunteering at AGENCY.
8. That many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that generally to comply with FERPA, consent must be obtained from a student before that student's specific data covered by FERPA can be released to anyone other than KIRKWOOD. KIRKWOOD agrees to assist AGENCY with respect its compliance with FERPA. KIRKWOOD shall maintain all educational records and reports relating to the Program, and AGENCY shall have no responsibility for these reports other than those agreed-upon reports from clinical supervisors which are necessary to KIRKWOODs monitoring of student progress.'

V. MISCELLANEOUS.

1. Governing Law. The laws of the state of Iowa will govern this AGREEMENT.
2. Venue. Venue shall be proper only in Linn County, Iowa.
3. Amendment. Any amendment of this AGREEMENT is not effective unless it is in writing and signed by each of the parties.
4. Waiver. Waiver of any provision(s) of this AGREEMENT is not effective unless the waiver is in writing and signed by the party against whom enforcement of the waiver is sought. Failure to enforce any provision does not constitute a waiver.
5. Reformation. The provisions of this AGREEMENT will be deemed severable and if any part of any provision is determined to be unenforceable, the provision may be changed to the extent reasonably necessary to make the provision, as so changed, enforceable.
6. Severability. If any provision of this AGREEMENT is determined to be unenforceable, the remaining provisions of this AGREEMENT will not in any way be affected or impaired, but will remain binding in accordance with their terms.
7. Headings. The descriptive headings of the Sections of this AGREEMENT are inserted for convenience only and shall not control or affect the meaning or construction of any provision.
8. Notices. Notice shall be given in writing and shall be effective upon depositing the notice in first-class mail or certified mail, return receipt requested, to AGENCY or KIRKWOOD at the addresses below or upon actual receipt by the other party. Facsimile notices shall be delivered during the receiving party's normal business hours and shall be effective only if the sending party maintains written confirmation of facsimile receipt. Either party may change the address to which notices are to be sent by notice given in accordance with the provisions of this Section.

AGENCY: NAME AND ADDRESS:
Linn County Mental Health Access Center
501 13th Street NW
Cedar Rapids, IA 52405
ATTN: Erin Foster

KIRKWOOD: NAME AND ADDRESS:
Kirkwood Community College
6301 Kirkwood Blvd. SW
Cedar Rapids, IA 52404
ATTN: Cindy Erenberger

9. Enforceability. This AGREEMENT is intended for the benefit of the parties only. There are no other intended third-party beneficiaries.
10. Presumption. There is no presumption for or against either party as a result of such party being the principal drafter of this AGREEMENT.
11. Entire Agreement. This AGREEMENT, including all Schedules and Exhibits, if any, referenced herein, constitutes the entire AGREEMENT between the parties concerning the subject matter herein. This AGREEMENT supersedes all prior and concurrent negotiations, agreements and understandings between the parties, whether oral or in writing, concerning the subject matter hereof.
12. Assignment. This AGREEMENT may not be assigned, except by AGENCY to a parent, subsidiary, successor, or affiliated entity, without the written consent of the parties. Subject to the foregoing limitation upon assignment, this AGREEMENT shall be binding upon and inure to the benefit of the successors and assigns of the parties.
13. Authority. Each party represents and warrants that it has the full power and authority to enter into this AGREEMENT, to consummate the transactions contemplated to be consummated hereby, and to perform the obligations hereunder. This AGREEMENT has been duly executed and delivered by a duly authorized representative of each and it constitutes each party's valid and binding obligation, enforceable in accordance with its terms.

IN WITNESS THEREOF, the parties hereto have caused this AGREEMENT to be duly executed by their proper officials. Specific information pertaining to departments within the AGENCY and programs with KIRKWOOD are attached in addendums.

***The academic program will be in contact with the specific department of student placement. That department must grant permission to accept students.*

AGENCY NAME

KIRKWOOD COMMUNITY COLLEGE

Linn County Mental Health Access
Center

SIGNATURE

SIGNATURE, ALLIED HEALTH DEAN

PRINT NAME

PRINT NAME

SIGNATURE, BOARD SECRETARY

PRINT NAME

KEY

X	Compliance item for program
	NOT a compliance item for program

Kirkwood Health Science Programs	Kirkwood Health Science Compliance Requirements by Program*									
	Health Insurance	Hepatitis B	Influenza	Measles, Mumps, & Rubella (MMR)	Physical Exam	Tetanus, Diptheria, & Pertussis (Tdap or Td)	Tuberculosis (TB)	Varicella (Chicken Pox)	COVID Vaccine	Other
Advanced EMT		X	X	X	X	X	X	X	X	
Central Sterilization Service Technician		X	X	X	X	X	X	X	X	
Certified Nurse Aide			X				X		X	
Dental Assisting	X	X		X	X	X	X	X		
Dental Hygiene	X	X		X	X	X	X	X		
Dental Technology	X	X		X	X	X	X	X	X	
EKG Technician		X	X	X	X	X	X	X	X	
Electroneurodiagnostic Technology	X	X	X	X	X	X	X	X	X	
Emergency Medical Technician (EMT)		X	X	X	X	X	X	X	X	
Medical Assisting	X	X	X	X	X	X	X	X	X	
Medical Laboratory Technology	X	X		X	X	X	X	X	X	
Nursing	X	X	X	X	X	X	X	X	X	
Occupational Therapy Assistant	X	X	X	X	X	X	X	X	X	
Ophthalmic Assistant		X	X	X	X	X	X	X	X	
Paramedic		X	X	X	X	X	X	X	X	
Pharmacy Technician		X	X	X	X	X	X	X	X	
Phlebotomy		X	X	X	X	X	X	X	X	
Physical Therapist Assistant	X	X	X	X	X	X	X	X	X	
Respiratory Therapist	X	X	X	X	X	X	X	X	X	
Surgical Technology	X	X	X	X	X	X	X	X	X	

* For some of Kirkwood's health science compliance requirements, an exemption or waiver could be requested by the student due to medical, religious, or personal reasons.

BR Y/N	KRM Y/N	LZ Y/N	Organization	Project Request	Amount Requested	Ben Amount	Kirsten Amount	Louie Amount	
Y			African American Museum of Iowa	Teaching Iowa's Cultural Heritage with the AAMI	\$25,000	\$10,000			
Y			ASAC	Youth & Young Adult Substance Use Education & Prevention	\$8,000-\$10,000	\$8,000			
			CR Museum of Art	Spring 2024 Exhibition and Educational Program Support	\$10,000-\$15,000				
Y			CR Pride	2024 Pride Parade (6/8/24) and Pride Fest (7/13/24)	\$10,000-\$15,000	\$7,000			
Y	Y	Y	Linn County Fair Association	The Linn County Fair	\$25,000-\$30,000	\$10,000	\$10,000	\$25,000	
			Marion Chamber of Commerce	Large Panel TV & Sound System	\$17,000				
			NewBo City Market	Legacy Bites: Linn County Stories in Words, Music and Food	\$10,000-\$13,000				
			Tanager Place	Imagination Square	\$20,000-\$25,000				
Y	Y	Y	The History Center	Linn County Historical Society's Annual Public Programming	\$30,000-\$50,000	\$15,000	\$40,000	\$25,000	
					TOTAL AMOUNT REQUESTED:	\$155,000 - 200,000	\$50,000	\$50,000	\$50,000
					TOTAL AMOUNT AVAILABLE: \$50,000				

Iowa Department of Transportation
SECONDARY ROADS BUDGET

County: **Linn County**
Fiscal Year: **2024**
Version: **1**

COUNTY CERTIFICATION

This Secondary Road Budget was adopted by the Board of Supervisors on _____

Date

ATTESTED

County Auditor

Date



County Engineer

10/12/23

Date

Chairperson, Board of Supervisors

Date

IOWA DOT BUDGET APPROVALS

Recommended Approval: _____

OLS Reviewer

Date

Approval: _____

Director of Local Systems

Date

SECONDARY ROADS BUDGET

		Actual Receipts Prior Years		Estimated Receipts	
		2 nd Prior	1 st Prior	Current	Next
		FY 2021	FY 2022	FY 2023	FY 2024
1. County Auditor's Beginning Balance		\$4,407,975.93	\$7,371,469.53	\$8,770,332.00	\$5,474,798.35
Receipts from Property Tax Levies	3.00375 Dollars on all taxable property in county except on property within cities and towns. (Max. \$3.00375)	\$6,986,961.00	\$6,668,461.00	\$6,825,841.00	\$7,339,656.00
	0.16875 Dollars on all taxable property in the county. (Max. \$0.16875)				
2A. Local Option Sales Tax		\$0.00	\$0.00	\$0.00	\$0.00
3. Regular Road Use Tax Received	(Doesn't include transfer of local R.U.T. to FM account for const. on FM routes)	\$7,300,785.41	\$7,222,017.58	\$6,567,309.00	\$6,755,741.00
3b. Amount for 306.4(a3)	(Senate File 451 - FM Ext. in City <=500)	\$9,534.28	\$8,076.32	\$6,984.35	\$7,234.78
3c. Time 21		\$1,049,027.72	\$906,185.58	\$826,677.00	\$824,989.00
4. RISE Funds		\$44,634.11	\$0.00	\$0.00	\$0.00
5. FA Bridge Replacement Funds		\$0.00	\$0.00	\$325,000.00	\$300,000.00
5a. SWAP Bridge Replacement Funds		\$0.00	\$0.00	\$0.00	\$0.00
6. Proposed transfer of FM funds to Local Secondary Fund.(Section 309.10)		\$0.00	\$0.00	\$0.00	\$0.00
7.Tax Refunds (-) and/or Credits (+).(Section 309.10 - Code of Iowa)		\$9,001.57	\$9,147.60	\$9,000.00	\$9,000.00
8. Miscellaneous Receipts <i>Donations, sale of used materials, Special Assessments, etc</i> <i>Itemized for 2024</i>	Dividends	\$8,828.64	\$7,624.73	\$9,000.00	\$9,000.00
	licensesAndPermits	\$85,110.00	\$87,026.40	\$84,500.00	\$84,500.00
	oldEquipment	\$23,983.00	\$88,599.50	\$5,000.00	\$50,000.00
	Prior Year - Property Damage Restitution		\$14,115.53		\$100.00
	usedMaterial	\$4,172.56	\$5,637.04	\$8,000.00	\$6,000.00
	All Other	\$592,402.99	\$580,174.60	\$110,843.00	
9. Total Miscellaneous Receipts		\$714,497.19	\$783,177.80	\$217,343.00	\$149,600.00
10. TOTAL RECEIPTS		\$20,522,417.21	\$22,968,535.41	\$23,548,486.35	\$20,861,019.13
11. Road Use Tax Funds or other local funds not transferred to Secondary Roads to be transferred to FM fund for construction.		0	0	\$0.00	\$0.00

SECONDARY ROADS BUDGET

	Actual Expenditures Prior Years		Estimated Expenditures	
	Prior 2	Prior 1	Current	Next
	FY 2021	FY 2022	FY 2023	FY 2024
70X * Administration and Engineering				
700 Administration Expenditures	\$734,441.42	\$662,324.05	\$652,966.00	\$865,000.00
701 Engineering Expenditures	\$1,001,465.17	\$978,964.51	\$1,067,151.00	\$1,320,000.00
TOTAL ADMINISTRATION AND ENGINEERING	\$1,735,906.59	\$1,641,288.56	\$1,720,117.00	\$2,185,000.00
020* Construction				
Adjusted Construction Program Expenditures (300) on FM and Local Sec. Roads (With other than FM funds ---See Accomplishment Year projects)	\$154,144.53	\$1,592,922.19	\$2,534,329.00	\$2,800,000.00
71X* Roadway Maintenance				
710 Bridges and Culverts (420, 430)	\$200,358.78	\$741,477.88	\$444,303.00	\$515,000.00
711 Roads (4250, 460, 480)	\$6,610,509.20	\$5,817,437.31	\$6,898,280.00	\$6,400,000.00
712 Snow and Ice Control (520)	\$900,507.53	\$536,850.59	\$781,737.00	\$1,100,000.00
713 Traffic Controls (590)	\$711,788.30	\$582,069.83	\$692,023.00	\$680,000.00
714 Road Clearing (490)	\$343,604.05	\$418,476.87	\$512,811.00	\$415,000.00
TOTAL ROADWAY MAINTENANCE	\$8,766,767.86	\$8,096,312.48	\$9,329,154.00	\$9,110,000.00
72X * General Roadway				
720 New Equipment (610)	\$581,589.60	\$700,298.64	\$1,609,278.00	\$2,500,000.00
721 Equipment Operations (620, 630, 650)	\$1,826,523.00	\$2,119,504.83	\$2,729,030.00	\$2,700,000.00
722 Tools, Materials and Supplies (655, 660, 670, 680, 690)	\$21,821.54	\$38,203.76	\$72,680.00	\$51,000.00
723 Real Estate and Buildings (800)	\$64,194.56	\$9,672.52	\$79,100.00	\$290,000.00
TOTAL GENERAL ROADWAY	\$2,494,128.70	\$2,867,679.75	\$4,490,088.00	\$5,541,000.00
TOTAL EXPENDITURES (70X + 020 + 71X + 72X)	\$13,150,947.68	\$14,198,202.98	\$18,073,688.00	\$19,636,000.00
County Auditor's balance at end of fiscal year	\$7,371,469.53	\$8,770,332.43	\$5,474,798.35	\$1,225,019.13
TOTAL (Must equal receipts) [Does not include transfer of Road Use Tax to FM Fund]	\$20,522,417.21	\$22,968,535.41	\$23,548,486.35	\$20,861,019.13



AMENDMENT #1

AMERICAN RESCUE PLAN ACT SUBAWARD AGREEMENT

Federal Awarding Agency: U.S. Department of the Treasury

Federal Award Number: SLFRP0336

Assistance Listing (CFDA): 21.027 Coronavirus State and Local Fiscal Recovery Fund

Federal Award Date: May 19, 2021

Subaward Number: ARPA2022-005

Pass-Through Entity (PTE):	Subrecipient:
Linn County, Iowa	Foundation 2, Inc.
935 2 nd Street SW	1714 Johnson Ave NW
Cedar Rapids, IA	Cedar Rapids, IA 52405
	UEI #: ERC4JTWZS9X5
Subaward Budget Period Start date: 9/1/2022 End date: 12/31/2024	
Period of Performance Start date: 9/1/2022 End date: 12/31/2024	
Amount of federal funds obligated by this action: \$300,000.00	
Total amount of additional federal funds obligated to the Subrecipient: \$300,000.00	
Total amount of the federal funds committed to the Subrecipient: \$2,300,000.00	
Project Title: Foundation 2 Crisis Services Headquarter Facility	
Is Project for Research & Development? ☐ Yes ☒ No	

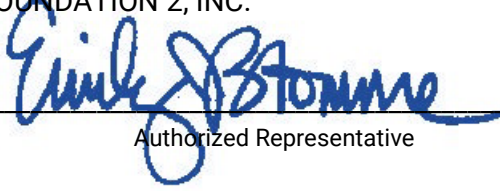
Amend as follows:

- Extend the Budget Period and Period of Performance to 12/31/2024.
- Increase federal funds obligated to include additional American Rescue Plan Act funds to Foundation 2 Headquarters Facility for Furniture, Fixtures & Equipment (FFE) in the amount of \$300,000.00.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

SUBRECIPIENT:
FOUNDATION 2, INC.

Board Chair



Authorized Representative

Date

10/20/2023
Date

**Foundation 2 Crisis Services
Linn County ARPA Request**

Budget Breakdown for Request:

\$1,484,000	Building Purchase Price
\$816,000	Costs for Fixtures, Equipment, and Finishes
\$2,300,000	Total Linn County ARPA Request
\$2,000,000	Previously Awarded
\$300,000	

\$5,400,000 Updated Total Project Cost