

BOARD OF SUPERVISORSDistrict 1 | **Stacey Walker**District 2 | **Ben Rogers**District 3 | **Louis J. Zumbach****JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER**

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

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

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Wednesday, August 17, 2022

11 a.m.

Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA**Call to Order****Pledge of Allegiance****Public Comment: Five Minute Limit per Speaker**

This comment period is for the public to address topics on today's agenda.

Consent Agenda

Items listed on the consent agenda are routine and will be considered by one motion without individual discussion unless the Board removes an item for separate consideration.

Reports

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

Resolutions

Resolution to set a public hearing for August 29, 2022 at 11:00 AM to determine whether Linn County will convey to Timothy K. Grissel Jr., whatever interest Linn County may have in vacated right-of-way described as The east half of the alley lying adjacent to the west line of Lots 85 and 86 of said Town of Western and the south half of the alley lying adjacent to the north line of said Lot 86.

Resolution to set a public hearing for August 29, 2022 at 11:00 AM to determine whether Linn County will convey to Elaine Novotny Living Trust, whatever interest Linn County may have in vacated right-of-way described as The east half of the alley lying adjacent to the west line of Lots 93, 94 and 95 of said Town of Western and the north half of Sycamore Street lying adjacent to said Lot 93 and the alley lying between said Lots 94 and 95.

Resolution to approve a final plat for Miller Acres First Addition, case JF22-0019

Contract and Agreements

Approve and authorize Chair to sign the first amendment to the 28E agreement with the City of Cedar Rapids for bridge inspections to be completed on jointly owned bridges by the county's inspector.

Approve and authorize Chair to sign the agency agreement between Linn County Community Services and Fresh Start Ministries for the RISE Program in the amount of \$30,000 from July 1, 2022 to June 30, 2023.

Approve purchase order PO340 in the amount of \$36,428.16 to Thompson Truck & Trailer Inc for surcharges on tandem axle trucks purchased on PO117 for the Secondary Road Department

Licenses & Permits

Approve Liquor License for BK's Bar, 803 Vernon Valley Dr., noting all conditions have been met.

Regular Agenda**Discuss and Decide on Consent Agenda****Minutes**

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

Payroll Authorizations

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

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**

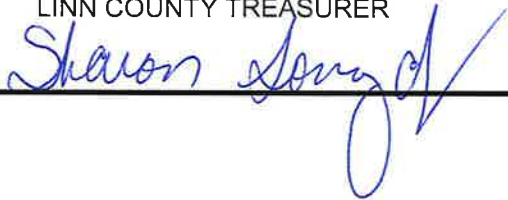
For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncountyiowa.gov.

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

FUND	RECEIPTS		DISBURSEMENTS		PREVIOUS BAL.	GRAND TOTAL
	CASH BOOK	TRANSFERS	TREAS CKS.	TRANSFERS		
AUTO LICENSE	\$ 3,558,820.10		\$ 3,881,172.70		\$ 3,881,172.70	\$ 3,558,820.10
USE TAX	\$ 2,563,684.69		\$ 2,977,519.06		\$ 2,977,519.06	\$ 2,563,684.69
SURCHARGE	\$ 24,800.00		\$ 26,155.00		\$ 26,155.00	\$ 24,800.00
AMATEUR RADIO	\$ 60.00		\$ 75.00		\$ 75.00	\$ 60.00
BLACK OUT	\$ 47,109.00		\$ 53,577.00		\$ 53,577.00	\$ 47,109.00
BREAST CANCER	\$ 110.00		\$ 95.00		\$ 95.00	\$ 110.00
BRONZE STAR	\$ 25.00		\$ 25.00		\$ 25.00	\$ 25.00
CATTLEMAN	\$ 200.00		\$ 95.00		\$ 95.00	\$ 200.00
CHOOSE LIFE	\$ 40.00		\$ 90.00		\$ 90.00	\$ 40.00
ISU	\$ 265.00		\$ 224.00		\$ 224.00	\$ 265.00
U OF I	\$ 1,069.00		\$ 1,521.00		\$ 1,521.00	\$ 1,069.00
UNI	\$ 30.00		\$ 115.00		\$ 115.00	\$ 30.00
OTHER COLLEGE PL	\$ 145.00		\$ 220.00		\$ 220.00	\$ 145.00
PERS PLATE	\$ 2,094.00		\$ 2,188.00		\$ 2,188.00	\$ 2,094.00
DECAL	\$ -		\$ 5.00		\$ 5.00	\$ -
DUCKS UNLTD	\$ 58.00		\$ 65.00		\$ 65.00	\$ 58.00
EDUCATION	\$ 10.00		\$ 35.00		\$ 35.00	\$ 10.00
EMS	\$ -		\$ -		\$ -	\$ -
EV/PHEV	\$ 7,928.98		\$ 8,329.03		\$ 8,329.03	\$ 7,928.98
FALLEN OFFICER	\$ 60.00		\$ 120.00		\$ 120.00	\$ 60.00
FIREFIGHTER	\$ 50.00		\$ 75.00		\$ 75.00	\$ 50.00
FLY OUR COLORS	\$ 455.00		\$ 935.00		\$ 935.00	\$ 455.00
GOD BLESS	\$ 135.00		\$ 75.00		\$ 75.00	\$ 135.00
GOLD STAR FAMILY	\$ 5.00		\$ -		\$ -	\$ 5.00
HERITAGE	\$ -		\$ -		\$ -	\$ -
IOWA AG LITERACY	\$ -		\$ -		\$ -	\$ -
LEGION OF MERIT	\$ -		\$ -		\$ -	\$ -
LOVE R KIDS	\$ 30.00		\$ 45.00		\$ 45.00	\$ 30.00
MCYCLE RIDER	\$ 10.00		\$ 25.00		\$ 25.00	\$ 10.00
NAT'L GUARD	\$ 5.00		\$ -		\$ -	\$ 5.00
DNR	\$ 3,609.00		\$ 3,402.00		\$ 3,402.00	\$ 3,609.00
ORGAN DONOR	\$ 15.00		\$ 75.00		\$ 75.00	\$ 15.00
PEARL HARBOR	\$ -		\$ -		\$ -	\$ -
POW	\$ -		\$ -		\$ -	\$ -
PROFESSIONAL FIRE	\$ 10.00		\$ 10.00		\$ 10.00	\$ 10.00

PURPLE HEART	\$ 45.00		\$ 25.00		\$ 25.00	\$ 45.00
PWD	\$ 65.00		\$ 35.00		\$ 35.00	\$ 65.00
USAF AIRFORCE	\$ 50.00		\$ 20.00		\$ 20.00	\$ 50.00
USAF ARMY	\$ 55.00		\$ 10.00		\$ 10.00	\$ 55.00
USAF COAST GUARD	\$ -		\$ 10.00		\$ 10.00	\$ -
USAF MARINES	\$ 5.00		\$ 5.00		\$ 5.00	\$ 5.00
USAF NAVY	\$ 10.00		\$ 15.00		\$ 15.00	\$ 10.00
SHARE THE ROAD	\$ 70.00		\$ 65.00		\$ 65.00	\$ 70.00
SHRINERS	\$ 10.00		\$ 10.00		\$ 10.00	\$ 10.00
SILVER STAR	\$ -		\$ -		\$ -	\$ -
VETERANS	\$ 350.00		\$ 390.00		\$ 390.00	\$ 350.00
VETS CROSS/MEDAL	\$ -		\$ 5.00		\$ 5.00	\$ -
ANATOMICAL FEES	\$ 525.48		\$ 602.47		\$ 602.47	\$ 525.48
ADMIN FEES	\$ -		\$ 15.00		\$ 15.00	\$ -
MAIL PROCESSING	\$ 21,181.00		\$ 22,888.00		\$ 22,888.00	\$ 21,181.00
NSF FEES	\$ 400.00		\$ 295.00		\$ 295.00	\$ 400.00
AUTO TRANSFERS					\$ (131,000.00)	\$ (131,000.00)
TOTAL	\$ 6,233,599.25	\$ -	\$ 6,980,658.26	\$ -	\$ 6,849,658.26	\$ 6,102,599.25

LINN COUNTY TREASURER



Auditor



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

A portion of Town of Western, located in the NE 1/4 SW 1/4 , Section 34, T. 82N., R.07W. of the 5th P.M., Linn County, Iowa described as follows:

The east half of the alley lying adjacent to the west line of Lots 85 and 86 of said Town of Western and the south half of the alley lying adjacent to the north line of said Lot 86.

Said vacated area = 3498 sf or 0.08 acres subject to easement and restrictions of record.

and

WHEREAS, Timothy K. Grissel Jr., owner 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 Timothy K. Grissel Jr., 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 29th day of August, 2022, at 11 o'clock, in the formal Board Room on the lower level of the Jean Oxley Linn County Public Service Center, 935 2nd St SW, Cedar Rapids, Iowa, for the above stated purpose and that notice of the time and place of said public hearing shall be published in accordance with §331.305, Code of Iowa.

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

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Chairperson

Vice Chairperson

Supervisor

ATTEST:

Linn County Auditor

STATE OF IOWA)
COUNTY OF LINN)SS

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

Linn County Auditor

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

Notary Public, State of Iowa

Auditor



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

RESOLUTION # _____

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

LEGAL DESCRIPTION

A portion of Town of Western, located in the NE 1/4 SW 1/4, Section 34, T. 82N., R.07W. of the 5th P.M., Linn County, Iowa described as follows:

The east half of the alley lying adjacent to the west line of Lots 93, 94 and 95 of said Town of Western and the north half of Sycamore Street lying adjacent to said Lot 93 and the alley lying between said Lots 94 and 95.

Said vacated area = 11,963 sf or 0.27 acres subject to easement and restrictions of record.
and

WHEREAS, Elaine Novotny Living Trust, owner 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 Elaine Novotny Living Trust, 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 29th day of August, 2022, at 11 o'clock, in the formal Board Room on the lower level of the Jean Oxley Linn County Public Service Center, 935 2nd St SW, Cedar Rapids, Iowa, for the above stated purpose and that notice of the time and place of said public hearing shall be published in accordance with §331.305, Code of Iowa.

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

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Chairperson

Vice Chairperson

Supervisor

ATTEST:

Linn County Auditor

STATE OF IOWA)
COUNTY OF LINN)SS

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

Linn County Auditor

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

Notary Public, State of Iowa

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING A FINAL PLAT

WHEREAS, a final plat of Miller Acres First Addition (Case #JF22-0019) to Linn County, Iowa, containing three (3) lots, numbered Lot 1 and Lot 2, and lettered Lot A has been filed for approval, a subdivision of real estate located in the SWSW of Section 30, Township 85 North, Range 7 West of the 5th P.M., Linn County, Iowa, described as follows:

Commencing as a point of reference at the W $\frac{1}{4}$ Corner of said Section 30; thence S00° 1' 34"E along the west line of said NW FRL $\frac{1}{4}$ SW $\frac{1}{4}$, 825.14 feet to the Point of Beginning; thence N88° 45' 34"E along the south line of the north 50 rods of said NW FRL $\frac{1}{4}$ SW $\frac{1}{4}$, 1329.05 feet to the east line of said NW FRL $\frac{1}{4}$ SW $\frac{1}{4}$; thence S00° 38' 01" E along said east line and continuing along the east line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$, 1167.32 feet; thence S89° 05' 09"W along the south line of said N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, 1338.25 feet to the west line of said Section 30; thence N00° 1' 34"W along said west line, 1159.82 feet to the Point of Beginning, containing 35.62 acres which includes 1.07 acres of road right of way.

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

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

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of May 18, 2022 as last amended on June 20, 2022 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. 40' of ROW shall be dedicated to the public for road purposes.
3. Road agreement for trees/brush or obstructions (landscaping) within County right-of-way. 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. Submit site plan showing potential location of home, septic, and water well on lots.

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. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
4. 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.
5. The final plat bound documents must be approved by the Linn County Board of Supervisors on or before **JUNE 21, 2023**, 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.
6. 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 **August 17, 2023** to be valid.

Passed and approved this 17th day of August 2022

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 _____, 2022.

Notary Public State of Iowa

Prepared By: City of Cedar Rapids Public Works, 500 15th Avenue SW, Cedar Rapids, IA 52402, (319)286-5802
Return To: City of Cedar Rapids Public Works, 500 15th Avenue SW, Cedar Rapids, IA 52402, (319)286-5802

**FIRST AMENDMENT TO THE AGREEMENT PURSUANT TO
IOWA CODE CHAPTER 28E BETWEEN LINN COUNTY, IOWA AND
THE CITY OF CEDAR RAPIDS, IOWA FOR JOINT BRIDGE INSPECTIONS**

This First Amendment to the Agreement Pursuant to Iowa Code Chapter 28E Between Linn County, Iowa and the City of Cedar Rapids, Iowa for Joint Bridge Inspections (hereinafter referred to as "First Amendment") is entered into this _____ day of _____, by and between Linn County, Iowa, (hereinafter referred to as "County"), and the City of Cedar Rapids, Iowa hereinafter referred to as "City") as follows:

WHEREAS, the County and the City entered into a 28E agreement on June 17, 2020 for joint bridge inspections ("Original Agreement"), and

WHEREAS, the Original Agreement provided for inspection of certain jointly owned bridges by certified inspectors on a regular schedule as part of routine maintenance, and

WHEREAS, the parties wish to continue to provide for inspection of certain jointly owned bridges on a recurring basis.

IT IS NOW AGREED that the City of Cedar Rapids and Linn County enter into this First Amendment as follows:

1. Paragraph 2) of the Original Agreement shall be amended in its entirety to read as follows:

DURATION - This Agreement shall commence on the date that the second party hereto signs this Agreement and shall continue thereafter until such time as there is a change in ownership or jurisdiction of any of the three bridges.

2. Paragraph 6) of the Original Agreement shall be amended in its entirety to read as follows:

FINANCING – The County shall initially finance the cost of the Project at the time of each inspection, and the City shall reimburse the County for half of all reasonable costs incurred by the County for the inspection, plus a reasonable fee for administration of this Agreement. Payment shall be made within thirty (30) days of receipt an invoice in form and sufficiency acceptable to the City.

3. Paragraph 7) of the Original Agreement shall be amended in its entirety to read as follows:

TERMINATION – This Amended Agreement shall be binding upon the parties hereto upon execution by the second party hereto and may only be terminated by mutual agreement.

4. This First Amendment may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original and which together shall constitute the same instrument. In addition, the parties agree that this First Amendment may be executed by electronic, pdf or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required. The City will file a copy of this First Amendment with the Iowa Secretary of State as required by law.
5. All other terms and conditions of the Original Agreement shall remain in full force and effect. In the event of a conflict in the terms of the Original Agreement and this First Amendment, the terms of this First Amendment shall control.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this First Amendment and have caused their duly authorized representatives to execute this First Amendment.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

CITY OF CEDAR RAPIDS, IOWA

City Contracts Manager

City Engineer

City Manager

ATTEST:

ATTEST:

Linn County Auditor

City Clerk

Date: _____

Date: _____

LINN COUNTY, IOWA, AND AGENCY AGREEMENT

This Agreement entered into this 30th day of June, 2022, between Linn County, Iowa (hereinafter referred to as "County") and Fresh Start, hereinafter referred to as "Agency").

WHEREAS, County is authorized pursuant to 331.301, 2007 Code of Iowa, to exercise any power and perform any function it deems appropriate to protect and preserve the rights, privileges, and property of the County or of its residents, and to preserve and improve the peace, safety, health, welfare, comfort and convenience of its residents.

WHEREAS, it is the purpose of this Agreement to provide through the resources and professional ability of Agency for funded services to the residents of Linn County.

NOW, THEREFORE IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth, County and Agency agree as follows:

I. AGENCY AGREES TO:

A. Conditions of participation.

1. Licensure/approval/accreditation. The Agency shall obtain any license, approval, and/or accreditation required by State or Federal law, regulation, or administrative rules, or standards of operation before this Agreement can be affected.
2. Signed Agreement. This Agreement shall be effective only when signed by all parties.
3. Abuse Reporting. Agency shall have a policy and procedure for reporting abuse and neglect of children and dependent adult abuse and neglect and shall make a copy of the policy available to the County.
4. Evaluation of Services. The agency shall participate in the annual Linn County Community Services Evaluation Process and shall provide to the Executive Director of Linn County Community Services the information necessary for Community Services to evaluate the performance of the Agency in the provision of services as set out in this Agreement. Such information shall include, but not be limited to, reports, documentation of services, and financial information.

5. Budget Policies and Practices. The Agency shall participate in the annual Linn County Community Services Budget Review Process and shall abide by the guidelines set out in the "Budget Policies and Practices" which are attached and marked Exhibit 1, the provision of which are fully incorporated herein.

B. Provision of Services.

1. Determination of Services. The Agency agrees to provide the services set forth in Exhibit 2, which is attached, the provisions of which are fully incorporated herein.
2. Changes in Service. Any change in services provided by the Agency shall be mutually agreed upon by both parties. Such changes shall include, but not be limited to, the population to be served, the type of service offered or the amount of service provided.

C. Finances.

1. Monthly Reports. Agency shall submit monthly reports to County specifying the type of services provided, the number of clients served, and the amount of services provided.
2. Audits. Agency shall make available to the County upon request all pertinent records required for an audit of the Agency pursuant to 331.402(2)(a), Code of Iowa. Agency shall make available to the County audited financial statements when County funding exceeds Twenty Thousand Dollars (\$20,000).

D. Indemnification.

Agency shall agree to indemnify, defend, save and hold harmless the County, its supervisors, officers, agents and employees from any and all loss, liability, expense, claims, costs, suits, and damages, including attorney fees, arising out of the performance of this Agreement.

E. Insurance.

The Agency shall agree to purchase and maintain insurance in the following

amounts during the term of this Agreement:

1. One Million Dollars (\$1,000,000) minimum for comprehensive general liability, such coverage to include bodily injury and property damage.
2. Five Hundred Thousand Dollars (\$500,000) minimum comprehensive automobile liability coverage, such coverage to include bodily injury and property damage. A certificate of insurance must be provided to the County. Agency and County shall discuss insurance coverage if existing coverage does not meet the above specified amounts.

F. Agency Interaction.

Agency shall work cooperatively with other community agencies and the County in program planning and utilization of available resources, including staff and facilities.

G. Affirmative Action.

Agency shall adhere to affirmative action guidelines and provide to County the current affirmative action statement of compliance for the Agency.

H. Open Meetings.

Agency shall comply with all provisions of Chapter 21, Code of Iowa, regarding open meetings, shall provide to County notice of all meetings to be held upon request, and shall supply minutes of such meetings upon request.

II. **AGREEMENT AMOUNT:**

\$30,000 is the approved allocation.

III. **AGREEMENT ADMINISTRATION:**

A. Agreement Liaison. During the Agreement term, the Executive Director of Linn County Community Services shall be the Agreement liaison for the County. The Director of Agency shall be the Agreement liaison for the Agency. These individuals shall be contacted on all interpretations and problems related to the Agreement. The Executive Director of Linn County Community Services will also monitor performance under the Agreement.

B. Agreement Amendments. The Agreement shall only be amended upon a written

agreement of the parties herein. However, in the event that the amount of State funds allocated to the County for the overall support of human services programs is decreased, the County may make a like decrease in this Agreement amount by providing written notice of the decrease to the Agency.

- C. Agreement Termination. The Agreement may be terminated for cause upon the provision of 90 days written notice. Causes for termination are:
1. Mutual agreement of the parties.
 2. A determination by the County that insufficient funds are available to continue the services involved.
 3. Failure to abide by the provisions of this Agreement.
 4. Reasonable cause to believe that there has been abuse or maltreatment of any clients by employees or agents of the Agency.
- D. Notices. All notices provided to be given hereunder shall be addressed to the County at Linn County Community Services, 1240 26th Avenue Court SW, Cedar Rapids, Iowa 52404, in care of the Executive Director of Linn County Community Services and
-
- _____, or such other place or places as County or Agency shall, respectively, from time to time, designate by appropriate notice in writing and shall be sent by United States registered mail, postage prepaid.
- E. Nonreliance. County does not, by approval of funding for this fiscal year, guarantee that subsequent or continuation grants will be approved. County retains the authority and discretion to approve or disapprove any application for funding.

IV. TERM OF AGREEMENT:

This Agreement shall be effective July 1, 2022, and terminate June 30, 2023, and may be extended from time to time to such further dates as mutually agreed upon in writing by the parties.

V. AUTHORIZATION:

Agency entered into this Agreement pursuant to and by the authority of its Board of Directors at its meeting of July 10, 2022.

AGENCY

Kimi M. [Signature]
Chairperson, Board of Directors

7/10/22
Date

COUNTY

Chairperson, Linn County
Board of Supervisors

Date

Purchase Order

#: PO340

8/15/2022

935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5000
LinnCountyIowa.Gov



Vendor

THOMPSON TRUCK & TRAILER
INC
7820 6TH ST SW
CEDAR RAPIDS IA 52404
United States

TOTAL

\$36,428.16

Receive By:

Note: Sales Tax Exempt ID Number 42-6004338

Order Instructions: Please enter our order for the following, subject to the instructions, terms and conditions named herein. **Important** This order expressly limits acceptance to the terms stated herein, and any additional or different terms proposed by the seller are rejected unless assented to in writing. No chemicals accepted without material safety data sheet (MSDS). All orders are FOB Destination unless specifically stated otherwise.

Department	Department Contact	Contact Telephone	Terms
61-ENGINEER	THAD ALEXANDER	(319) 892-6427	

Quantity	Units	Item	Description	Rate	Amount
2		EQUIPMENT - SECONDARY ROADS	EQUIPMENT SURCHARGES ON PO117 TANDEM AXLE TRUCKS SURCHARGE FROM HENDERSON	\$13,914.08	\$27,828.16
2		EQUIPMENT - SECONDARY ROADS	EQUIPMENT SURCHARGES ON PO117 TANDEM AXLE TRUCKS SURCHARGE FROM THOMPSON TRUCK & TRAILER	\$4,300.00	\$8,600.00

Memo: SURCHARGES ON NEW TRUCKS PURCHASED ON PO117

Total

\$36,428.16

Bill To

Linn County Engineer
1888 County Home Road
Marion, IA 52302

Ship To

SECONDARY ROAD MAIN SHOP
1944 COUNTY HOME RD
MARION IA
United States



PO340



Price Adjustment Detail

COP: 251112
251113

Date Prepared: 4/19/2022

Bill To: THOMPSON TRUCK & TRAILER INC

Customer PO: P0117 LINN COUNTY

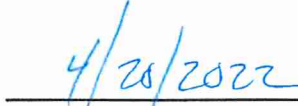
End User: LINN COUNTY SECONDARY ROADS

Quote: 148635

Order Summary:

PO Value Per Build	\$ 161,957.00
Quantity of Builds	2
Total PO Value	\$ 323,914.00
 Required Price Adjustment Per Build	 \$ 13,914.08
Quantity of Builds	2
Total Required Adjustment	\$ 27,828.16


Signature


Date

Notes:

Due to the extreme increase in material cost from the time this order was quoted to the time Henderson Products is manufacturing this equipment, Henderson Products request this adjustment to cover the increased material costs.

Your signature above is agreement to pay the invoiced amount listed in the Total Required Adjustment line upon completion of our work.

Alexander, Thad

From: Alexander, Thad
Sent: Friday, March 11, 2022 10:03 AM
To: Joede Kayser
Subject: RE: Surcharges...

We accept the surcharge of \$4,300 per truck for the 3 trucks on order.

What is the expected build date for these?



THAD ALEXANDER
Shop Manager
SECONDARY ROAD DEPARTMENT
1944 County Home Road | Marion, IA 52302
Ph: 319-892-6427 | Fax: 319-892-6419
LinnCountyIowa.gov

From: Joede Kayser <JKayser@thompsontruck.com>
Sent: Friday, March 11, 2022 9:21 AM
To: Alexander, Thad <Thad.Alexander@linncountyiowa.gov>
Subject: RE: Surcharges...

Good Morning Thad,

Just a reminder to get back to me with approval on the email below, so I can keep things moving forward. Thanks and have a great day!



Joede Kayser

Senior Truck Sales Executive & Municipal Sales Manager Iowa/Illinois
Isuzu Truck Sales Manager
Thompson Truck & Trailer
T: 563-326-4002 ext. 1302 | C : 563-320-7450 | E: jkayser@thompsontruck.com
3665 W 83rd St, Davenport, IA 52806 | www.thompsontruck.com



From: Joede Kayser
Sent: Monday, March 7, 2022 12:58 PM
To: Alexander, Thad <Thad.Alexander@linncountyiowa.gov>
Subject: Surcharges...

Good Afternoon Thad,

Hope you had a great weekend!

As we have discussed, there will be a surcharge increase for chassis' built in calendar year '22. This will apply to the (3) tandem axle plow trucks you currently have on order. The surcharge is \$4,300 per chassis on the HV-HD. This will be applied to the chassis price of each vehicle.

All of the truck manufacturers are experiencing significant surcharges from suppliers and are having to pass them along. I know our surcharges are as reasonable as any out there, as some are 3 to 4 times what we are passing along. Please reply with your acceptance of these surcharges, so we can keep these orders moving forward for you.

Thank you,



Joede Kayser

Senior Truck Sales Executive & Municipal Sales Manager Iowa/Illinois

Isuzu Truck Sales Manager

Thompson Truck & Trailer

T: 563-326-4002 ext. 1302 | C : 563-320-7450 | E: jkayser@thompsontruck.com

3665 W 83rd St, Davenport, IA 52806 | www.thompsontruck.com



Purchase Order
#: PO117
6/1/2021

935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5000
LinnCounty.org



Vendor

THOMPSON TRUCK & TRAILER
INC
7820 6TH ST SW
CEDAR RAPIDS IA 52404
United States

TOTAL

\$823,881.00

Receive By:

Note: Sales Tax Exempt ID Number 42-6004338

Order Instructions: Please enter our order for the following, subject to the instructions, terms and conditions named herein. **Important** This order expressly limits acceptance to the terms stated herein, and any additional or different terms proposed by the seller are rejected unless assented to in writing. No chemicals accepted without material safety data sheet (MSDS). All orders are FOB Destination unless specifically stated otherwise.

Department	Department Contact	Contact Telephone	Terms
61-ENGINEER	THAD ALEXANDER	(319) 892-6427	

Quantity	Units	Item	Description	Rate	Amount
3		EQUIPMENT	TANDEM AXLE TRUCKS PER SPECIFICATIONS BID INTERNATIONAL HV613	\$274,627.00	\$823,881.00

Memo: TANDEM AXLE TRUCKS

Total \$823,881.00

Bill To

Linn County Engineer
1888 County Home Road
Marion, IA 52302

Ship To

6101-SECONDARY ROAD MAIN SHOP
1944 COUNTY HOME RD
MARION IA
United States



PO117