

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

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

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

LinnCounty.org

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Wednesday, August 18, 2021

11 a.m.

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

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

Consent Agenda

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

Reports

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

Resolutions

Resolution to award contract for project M-BR 2190(22), bridge repair to bridge #2190 on Sisley Grove Rd, to Peterson Construction, Inc., in the amount of \$55,290.00 and authorize Bradley J. Ketels, County Engineer, to execute the contract.

Resolution to set a public hearing for Monday, September 13, 2021 at 11:00 am to determine whether Linn County will convey to Lois M. Hart, whatever interest Linn County may have in the vacated right-of-way as follows: The East 80 feet of the vacated alleyway between John Street to the West and Williams Street to the East in Brown's Addition to the unincorporated town of Viola, Iowa along with all that part of vacated Williams Street lying West of Lots 42 and 43 of Brown's Addition to the unincorporated town of Viola, Iowa and the West Half of the balance of Williams Street North thereof to the South right-of-way line of County Home Road.

Contract and Agreements

Approve and authorize Chair to sign a 28E Agreement with the City of Bertram for a seal coat project on shared portions of Knapp Road between E Bertram Rd and the southern city limits.

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

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

Approve and authorize Chair to sign a Certificate of Insurance so Linn County Election Services may utilize space at various properties owned by The Archdiocese of Dubuque located in Linn County, Iowa as satellite voting locations.

Approve and authorize Chair to sign a Certificate of Insurance so Linn County Veterans Affairs may utilize space at Lindale Mall as part of the Hometown Heroes event

Approve and authorize Chair to sign Release of Mortgage of March 18, 2013, made and executed by the East Central Iowa Council of Governments, in association with the Linn County's Single Family New Construction Grant, regarding property commonly known as 4582 Creekview Trail, Palo, Iowa retroactive to August 13, 2021

Set a public hearing for Monday September 13, 2021 at 5:30 pm to establish a Secondary Road Assessment District to improve Blue Creek Court with a 2 ½ inch asphalt overlay for the entire length of Blue Creek Court and driveway transitions involving concrete driveway panel removal and replacement at a cost of \$56,455.00.

Set a public hearing for Monday September 13, 2021 at 5:30 pm to establish a Secondary Road Assessment District to provide improvements to upgrade Wildlife Road to Class A standards. The project includes: placing 6 inches of macadam and 4 inches of Class A crushed stone on a 28 foot wide top, 1300 feet long; applying calcium chloride at a rate of 0.27 gal/square yard for stability and dust control; replacing a 60 inch diameter corrugated metal pipe; clearing, grubbing, grading, repairing and replacing entrance culverts; and restoring the ditches and surface. The estimated cost for the improvements is \$70,980.00.

Set a public hearing for Monday September 13, 2021 at 11:00 am to vacate all of Timothy Lane lying north of the northerly right-of-way line of Linn Ridge Road and being in the SE ¼ SE ¼ of Section 18, NE ¼ NE ¼ of Section 19, SW ¼ SW ¼ of Section 17 and the NW ¼ NW ¼ of Section 20 all in Township 83 North, Range 05 West, Linn County, Iowa.

Set a public hearing for Monday September 13, 2021 at 11:00 am to vacate all of Old Dubuque Road right-of-way east of the right-of-way of Alderman Road and lying north of Iowa DOT right-of-way for Dubuque Road, located in the W ½ NW ¼, Section 27, Township 84 North, Range 05 West, Linn County, Iowa, extending 1200 feet east of the west line of said Section 27.

Approve and authorize Chair to sign a 36-month lease agreement, at \$315.26 per month, with Gordon Flesch Company for a copier for the Health Department.

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes-Discuss and decide on meeting minutes.

Claims-Discuss and decide on claims.

Covid 19 update by Public Health

Discuss and decide on a Vacancy Form requesting a part time custodian for Facilities

Discuss fiscal year 2022 budget amendment requests and set public hearing on the proposed amended budget for September 8, 2021.

Public Comment: Five Minute Limit per Speaker

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

Board Member Reports

Correspondence

Appointments

Adjournment

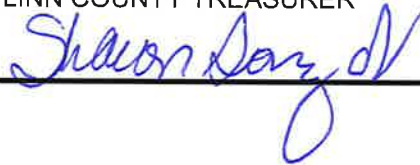
For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncounty.org.

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

FUND	RECEIPTS		DISBURSEMENTS		PREVIOUS BAL.	GRAND TOTAL
	CASH BOOK	TRANSFERS	TREAS CKS.	TRANSFERS		
AUTO LICENSE	\$ 4,235,201.20		\$ 4,352,718.40		\$ 4,352,718.40	\$ 4,235,201.20
USE TAX	\$ 4,027,218.61		\$ 3,621,105.51		\$ 3,621,105.51	\$ 4,027,218.61
SURCHARGE	\$ 38,795.00		\$ 39,030.00		\$ 39,030.00	\$ 38,795.00
AMATEUR RADIO	\$ 65.00		\$ 70.00		\$ 70.00	\$ 65.00
BLACK OUT	\$ 54,514.00		\$ 58,740.00		\$ 58,740.00	\$ 54,514.00
BREAST CANCER	\$ 130.00		\$ 25.00		\$ 25.00	\$ 130.00
BRONZE STAR	\$ 30.00		\$ 40.00		\$ 40.00	\$ 30.00
CATTLEMAN	\$ 90.00		\$ 100.00		\$ 100.00	\$ 90.00
CHOOSE LIFE	\$ 65.00		\$ 35.00		\$ 35.00	\$ 65.00
ISU	\$ 387.00		\$ 235.00		\$ 235.00	\$ 387.00
U OF I	\$ 1,302.00		\$ 1,354.00		\$ 1,354.00	\$ 1,302.00
UNI	\$ 64.00		\$ 75.00		\$ 75.00	\$ 64.00
OTHER COLLEGE PL	\$ 316.00		\$ 253.00		\$ 253.00	\$ 316.00
PERS PLATE	\$ 2,308.00		\$ 2,644.00		\$ 2,644.00	\$ 2,308.00
DECAL	\$ 5.00		\$ -		\$ -	\$ 5.00
DUCKS UNLTD	\$ 55.00		\$ 65.00		\$ 65.00	\$ 55.00
EDUCATION	\$ 35.00		\$ 10.00		\$ 10.00	\$ 35.00
EMS	\$ -		\$ -		\$ -	\$ -
EV/PHEV	\$ 6,227.98		\$ 6,126.12		\$ 6,126.12	\$ 6,227.98
FALLEN OFFICER	\$ 45.00		\$ 90.00		\$ 90.00	\$ 45.00
FIREFIGHTER	\$ 80.00		\$ 25.00		\$ 25.00	\$ 80.00
FLY OUR COLORS	\$ 330.00		\$ 555.00		\$ 555.00	\$ 330.00
GOD BLESS	\$ 140.00		\$ 145.00		\$ 145.00	\$ 140.00
GOLD STAR FAMILY	\$ -		\$ 5.00		\$ 5.00	\$ -
HERITAGE	\$ -		\$ -		\$ -	\$ -
IOWA AG LITERACY	\$ -		\$ 30.00		\$ 30.00	\$ -
LEGION OF MERIT	\$ -		\$ -		\$ -	\$ -
LOVE R KIDS	\$ 35.00		\$ 30.00		\$ 30.00	\$ 35.00
MCYCLE RIDER	\$ 25.00		\$ 10.00		\$ 10.00	\$ 25.00
NAT'L GUARD	\$ -		\$ -		\$ -	\$ -
DNR	\$ 3,865.00		\$ 4,326.00		\$ 4,326.00	\$ 3,865.00
ORGAN DONOR	\$ -		\$ 80.00		\$ 80.00	\$ -
PEARL HARBOR	\$ -		\$ -		\$ -	\$ -
POW	\$ -		\$ -		\$ -	\$ -
PROFESSIONAL FIRE	\$ 25.00		\$ 10.00		\$ 10.00	\$ 25.00

PURPLE HEART	\$ 40.00		\$ 5.00		\$ 5.00	\$ 40.00
PWD	\$ 5.00		\$ 11.00		\$ 11.00	\$ 5.00
USAF AIRFORCE	\$ 45.00		\$ 60.00		\$ 60.00	\$ 45.00
USAF ARMY	\$ 25.00		\$ 30.00		\$ 30.00	\$ 25.00
USAF COAST GUARD	\$ -		\$ 10.00		\$ 10.00	\$ -
USAF MARINES	\$ -		\$ 5.00		\$ 5.00	\$ -
USAF NAVY	\$ 5.00		\$ 15.00		\$ 15.00	\$ 5.00
SHARE THE ROAD	\$ 105.00		\$ 95.00		\$ 95.00	\$ 105.00
SHRINERS	\$ 10.00		\$ 35.00		\$ 35.00	\$ 10.00
SILVER STAR	\$ 5.00		\$ -		\$ -	\$ 5.00
VETERANS	\$ 530.00		\$ 405.00		\$ 405.00	\$ 530.00
VETS CROSS/MEDAL	\$ -		\$ 5.00		\$ 5.00	\$ -
ANATOMICAL FEES	\$ 624.00		\$ 537.41		\$ 537.41	\$ 624.00
ADMIN FEES	\$ -		\$ 30.00		\$ 30.00	\$ -
MAIL PROCESSING	\$ 24,644.50		\$ 28,198.00		\$ 28,198.00	\$ 24,644.50
NSF FEES	\$ 498.00		\$ 465.00		\$ 465.00	\$ 498.00
AUTO TRANSFERS					\$ (131,000.00)	\$ (131,000.00)
TOTAL	\$ 8,397,890.29	\$ -	\$ 8,117,838.44	\$ -	\$ 7,986,838.44	\$ 8,266,890.29

LINN COUNTY TREASURER



RESOLUTION

WHEREAS, the Board of Supervisors, hereafter referred to as “the Board”, believes the M-BR 2190(22), hereafter referred to as “the project” is in the best interest of Linn County, Iowa, and the residents thereof. The project is defined as bridge repair on bridge #2190 on Sisley Grove Road; and

WHEREAS, the Board has sought appropriate professional guidance for the concept and planning for the project and followed the steps as required by the Code of Iowa for notifications, hearings, and bidding/letting; and

WHEREAS, The Board finds this resolution appropriate and necessary to protect, preserve, and improve the rights, privileges, property, peace, safety, health, welfare, comfort, and convenience of Linn County and its citizens, all as provided for in and permitted by section 331.301 of the Code of Iowa; and

IT IS THEREFORE RESOLVED by Board to accept the bid from Peterson Contractors, Inc. in the amount of \$55,290.00 and awards the associated contract(s) to the same;

BE IT FURTHER RESOLVED that all other resolutions or parts of resolutions in conflict with this resolution are hereby repealed. If any part of this resolution is adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution or action of The Board as a whole or any part thereof not adjudged invalid or unconstitutional. This resolution shall be in full force and effect from and after the date of its approval as provided by law; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Linn County, Iowa, that after receiving the necessary contract documents, including but not limited to, the contractor’s bond and certificate of insurance, Bradley J. Ketels, the County Engineer for Linn County, Iowa, be and is hereby designated, authorized, and empowered on behalf of the Board of Supervisors of said County to execute the contracts in connection with the afore awarded construction project let on 8/13/2021.

Dated at Cedar Rapids, Iowa, this 18th day of August, 2021.

Board of Supervisors of Linn County, Iowa

ATTEST:

By _____
County Auditor

SEAL

LINN COUNTY SECONDARY ROAD DEPARTMENT
1888 COUNTY HOME ROAD
MARION, IOIWA 52302

M-BR 2190(22) Bid Tabulation
Linn County
Work Type: Bridge Repair
Location: Bridge 2190 on Sisley Grove Road
Quotes Received: 8/13/21

Apparent Low Bid

					Engineer's Estimate		PETERSON CONTRACTORS INC 104 BLACKHAWK REINBECK, IA 50669 319-788-4735 jordan@pcius.com		HANKINS CRANE & CONSTRUCTION 1625 HUTCHINSON ROAD COGGON, IA 52218 319-540-2510 dhankins11@gmail.com		TAYLOR CONSTRUCTION, INC. 7316 COLUMBUS NEW VIENNA, IA 52065-0000 563-921-2315 ktaylor@taylorconstr.com	
	Item Number	Description	Units	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	2104-2710020	EXCAVATION, CLASS 10, CHANNEL	CY	20.0	\$75.00	\$1,500.00	\$83.00	\$1,660.00	\$1,200.00	\$24,000.00	\$200.00	\$4,000.00
2	2409-4200001	MISCELLANEOUS HARDWARE	LB	86	\$25.00	\$2,150.00	\$26.00	\$2,236.00	\$11.63	\$1,000.18	\$125.00	\$10,750.00
3	2409-4575001	TREATED TIMBER AND LUMBER	MFBM	336.00	\$75.00	\$25,200.00	\$29.00	\$9,744.00	\$5.95	\$1,999.20	\$70.00	\$23,520.00
4	2507-6800042	REVTMENT, CLASS D	TON	50.0	\$125.00	\$6,250.00	\$65.00	\$3,250.00	\$70.09	\$3,504.50	\$135.00	\$6,750.00
5	2528-2518000	SAFETY CLOSURE	EACH	2	\$500.00	\$1,000.00	\$200.00	\$400.00	\$250.00	\$500.00	\$180.00	\$360.00
6	2528-8445110	TRAFFIC CONTROL	LS	1.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00
7	2533-4980005	MOBILIZATION	LS	1.00	\$10,000.00	\$10,000.00	\$32,000.00	\$32,000.00	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00
8	2601-2634100	MULCHING	ACRE	.1	\$15,000.00	\$1,500.00	\$25,000.00	\$2,500.00	\$3,000.00	\$300.00	\$5,000.00	\$500.00
9	2601-2636043	SEEDING AND FERTILIZING (RURAL)	ACRE	.1	\$15,000.00	\$1,500.00	\$25,000.00	\$2,500.00	\$3,000.00	\$300.00	\$5,000.00	\$500.00
Contract Totals						\$50,600.00		\$55,290.00		\$63,103.88		\$66,880.00
Percent of Estimate						100.00%		109.27%		124.71%		132.17%


8/16/2021

RESOLUTION NO. _____

**RESOLUTION SETTING PUBLIC HEARING ON PROPOSAL TO CONVEY TO LOIS
M. HART VACATED ALLEYWAY AND STREET RIGHT-OF-WAY IN THE
UNINCORPORATED TOWN OF VIOLA, IOWA**

WHEREAS Linn County, Iowa in 1976 vacated that portion of Williams Street along the East side of Lots 21 and 22 in Brown's Addition to the unincorporated town of Viola, Iowa located in the NE¼ of the NE¼ of Section 14, Township 84 North, Range 5 West of the 5th P.M.; and,

WHEREAS Linn County, Iowa in 2007 vacated the alley running from John Street East to Williams Street in Brown's Addition to the unincorporated town of Viola, Iowa; and,

WHEREAS Lois M. Hart and her late husband, Edwin N. Hart, have been in possession of the East 80 feet of the vacated alleyway lying between John Street to the West and Williams Street to the East in Brown's Addition to the unincorporated town of Viola, Iowa along with all that part of vacated Williams Street lying West of Lots 42 and 43 of Brown's Addition to the unincorporated town of Viola, Iowa and the West Half of the balance of Williams Street North thereof to the South right-of-way line of County Home Road since each was vacated; and,

WHEREAS Ms. Hart and her late husband maintained the vacated alleyway and street right-of-way as if they were their own property since both were vacated and with Mr. Hart's recent passing it has come to Ms. Hart's attention that neither she nor her husband ever received a conveyance from Linn County for the vacated alleyway or street right-of-way in question; and,

WHEREAS Ms. Hart has offered to pay all out-of-pocket expenses incurred by the County in conveying the vacated alleyway and street right-of-way in question to her; and,

WHEREAS this Board believes Ms. Hart's offer is a fair one and should be accepted;

BE IT RESOLVED, THEREFORE, that the proposal of this Board to convey by quit claim deed the vacated alleyway and street right-of-way referenced above to Lois M. Hart in return for Ms. Hart's payment of all out-of-pocket costs incurred by the County in connection with the process shall come on for hearing before this Board on the _____ day of _____, 2021 at _____ o'clock ____ M.

PASSED this ____ day of _____, 2021

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

ATTEST: _____
Joel D. Miller
Linn County Auditor

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

COUNTY AND CITY PROJECT AGREEMENT

This agreement entered into this _____ day of _____, by and between Linn County, Iowa, hereinafter referred to as County, and the City of Bertram, hereinafter referred to as City.

WHEREAS, both the County and the City are a public agency as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, it is proposed, that Knapp Rd. from E Bertram Rd to the southern City limits receive a new seal coat surfacing, and

WHEREAS, the City Council and the County Board of Supervisors have informed themselves as to the proposed improvement.

IT IS NOW AGREED that the City of Bertram and Linn County enter into an agreement pursuant to Chapter 28E of the Code of Iowa providing for cooperative action pursuant to the proposed roadway construction project and, said cooperative actions include the following:

- 1) SCOPE OF WORK – Linn County will place a single seal coat on Knapp Rd. from E Bertram Rd. to the southern City limits (1,912'L X 26'W). This portion of road is owned 50% by the City and 50% by the County and costs shall be split evenly.
- 2) DURATION - This Agreement shall commence on the date that both parties sign this agreement and shall continue thereafter until the final completion of the project and settlement of the financial conditions of this agreement.
- 3) PURPOSE - The purpose of this Agreement is to accomplish the proposed project as described herein in accordance with the aforesaid scope of work and in agreement with conditions specified in this Agreement.
- 4) ADMINISTRATION - The County shall be responsible for the administration of this project.
- 5) The City and County agree to save and indemnify and keep harmless, each other against all liabilities,

judgments, costs, and expenses which may in any way come against the County or City or which in any way result from carelessness or neglect of either party or its agents, employees, or workmen in any respect whatsoever.

- 6) The City and County agree to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons arising out of any acts or omissions by the City or County, its agents, servants or employees in the course of any work done in connection with any of the matters set forth in this agreement.
- 7) FINANCING - The County shall initially finance the cost of the project. The City shall reimburse the County for the actual cost based on estimates for the portion of the project within their corporate limits as they exist at the time the project is complete. Payment shall be made within 30 days of receipt of detailed invoice.

Qty	Unit	Item Description	Price	Total
2,761.78	SY	MC-3000 Seal Coat	\$2.50	\$6,904.45
				\$0.00
				\$0.00
			TOTAL	\$6,904.45

This reimbursement is due upon completion and final acceptance of the work.

- 8) TERMINATION:
- a) This Agreement shall be considered binding upon the City and the County and shall not be terminated until provisions of paragraph 8b are met after actual work has begun on the project.
- b) This agreement will be terminated upon final acceptance of the work by the City and final settlement of the financial conditions set forth in paragraph 7 thereof.

Executed in triplicate, each of which shall constitute as original, by Linn County on the _____ day of _____, _____, and by the City of Bertram on the 7TH day of April, 2021

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

ATTEST:

LINN COUNTY AUDITOR

CITY OF BERTRAM

ATTEST:

CITY CLERK

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

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

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

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

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

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

MAINTENANCE

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

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

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

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

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

These work items are to be negotiated separately between either jurisdictions department heads or designees. If the proposed work exceeds \$2,500 a maintenance project agreement shall be completed and shall be approved by the respective Councils/Boards prior to completion of the work.

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

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

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

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

CONSTRUCTION

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

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

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

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

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

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

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

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

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

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

Reviewed by Linn County Engineer _____

Brad Ketels, P.E.

CITY OF CENTRAL CITY, IOWA



ATTEST: 

LINN COUNTY BOARD OF SUPERVISORS

Chairperson

Vice Chairperson

Supervisor

ATTEST: _____

Linn County Auditor

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

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

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

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

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

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

MAINTENANCE

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

- | | |
|---|---|
| <ul style="list-style-type: none">• minor ditch cleaning• granular surface grading• shoulder repair (No additional rock required)• minor surface repairs such as crack sealing or pothole repair• debris removal, illegal dumping clean up and dead animal disposal• mowing – any and all mowing along County secondary roads shall be in accordance with Iowa Code 314.17 | <ul style="list-style-type: none">• tree and shrub removal (10' from the edge of the road, minimum)• tree-trimming (16' vertical and 16' horizontal from the centerline of the road. All trimming to follow ANSI A-300 Pruning standards)• pavement markings• sweeping• sign repairs• minor bridge repair and culvert repair shall be the responsibility of the jurisdiction assigned that section of road |
|---|---|

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

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

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

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

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

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

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

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

CONSTRUCTION

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

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

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

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

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

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

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

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

For the City of Walford, Iowa dated this 10th day of August, 2021.

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

Reviewed by Linn County Engineer _____

Brad Ketels, P.E.

CITY OF WALFORD, IOWA

Bill Ross

Mayor

ATTEST:

Janet L. Gann
Janet L. Gann, MMC, IaCMC, IaCMFO
City Clerk

LINN COUNTY BOARD OF SUPERVISORS

Chairperson

Vice Chairperson

Supervisor

ATTEST: _____

Linn County Auditor

EXHIBIT A - Snow & Ice and Shared Road Maintenance Agreement

LINN COUNTY & CITY OF WALFORD

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

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

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

	Road Name	From	To	lane ft	Notes
1	Walford Road	Gaddis Blvd NE	city limits	1309	

Total: 1309

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

	Road Name	From	To	lane ft	Notes
1	Walford Road	Gaddis Blvd NE	Erusha Dr NE	2219	

Total: 2219

EXHIBIT B - Snow & Ice and Shared Road Maintenance Agreement
LINN COUNTY & CITY OF WALFORD



1 inch = 1,000 feet



Responsibility

— City of Walford

— Linn County

**County of Linn, Iowa
Certificate of Self-Insurance**

Contact Office:
Risk Management
935 2nd Street S.W.
Cedar Rapids, IA 52404-2100

Date: August 16, 2021

<i>Insured:</i> Linn County, its Elected Officials, Employees and Agents 935 2 nd Street S.W. Cedar Rapids, IA 52404-2100

<u>Type of Self-Insurance Coverage</u>

General Liability Auto Liability Workers Compensation

<u>Description of Operations/Locations:</u>
--

Linn County Elections facility use of properties for the operation of election events and activities in accordance with the Facility Usage Indemnity Agreement in place. The coverage provided within Linn County's self-insurance program meets or exceeds the requirements within this agreement.

<u>Program Description:</u>

This certificate is to confirm that Linn County is self-insured with regards to any and all general liability claims and all automobile claims, including comprehensive and collision. This self-insured status is not the result of a specific action by the Board of Supervisors, but results from Iowa law, which provides that political subdivisions are subject to liability for their torts and those of their officers and employees when acting within the scope of their duties (Iowa Code Chapter 670). Should a judgement creditor elect not to issue execution against a municipal corporation, a tax must be levied as early as practicable to pay the judgement (Iowa Code §§ 626.24, 670.10, and 627.18).

Certificate Holder

The Archdiocese of Dubuque &
Catholic Churches & Schools
located in Linn County, IA

County of Linn

Stacey Walker, Chairperson
Board of Supervisors

Date

**County of Linn, Iowa
Certificate of Self-Insurance**

Contact Office:
Risk Management
935 2nd Street S.W.
Cedar Rapids, IA 52404-2100

Date: August 16, 2021

<i>Insured:</i> Linn County, its Elected Officials, Employees and Agents 935 2 nd Street S.W. Cedar Rapids, IA 52404-2100

<u>Type of Self-Insurance Coverage</u>

General Liability Auto Liability Workers Compensation

<u>Description of Operations/Locations:</u>
--

Linn County Veterans Affairs will utilize space at Lindale Mall as part of the Hometown Heroes event.

<u>Program Description:</u>

This certificate is to confirm that Linn County is self-insured with regards to any and all general liability claims and all automobile claims, including comprehensive and collision. This self-insured status is not the result of a specific action by the Board of Supervisors, but results from Iowa law, which provides that political subdivisions are subject to liability for their torts and those of their officers and employees when acting within the scope of their duties (Iowa Code Chapter 670). Should a judgement creditor elect not to issue execution against a municipal corporation, a tax must be levied as early as practicable to pay the judgement (Iowa Code §§ 626.24, 670.10, and 627.18).

Certificate Holder

Lindale Mall, LLC
4444 1st Avenue NE
Cedar Rapids, IA 52402

County of Linn

Stacey Walker, Chairperson
Board of Supervisors

Date

Prepared by and Return to: Robyn Jacobson, East Central Iowa Council of Governments, 700 16th Street NE, Suite 301, Cedar Rapids, Iowa 52402. Phone (319) 365-9941.

RELEASE OF MORTGAGE

Know All People by These Presents: That the undersigned, does hereby acknowledge that a certain Mortgage bearing date of the 18th day of March, 2013, made and executed by Bradley Christensen, for the following described property in the City of Palo, County of Linn, State of Iowa.

LEGAL DESCRIPTION:

Lot Two (2) Dry Creek Third Addition (3rd) Palo, Iowa; in Linn County, Iowa.

More commonly known as:
4582 Creekview Trail, Palo, Iowa

SAME AS MORTGAGE.

The mortgage was made to COUNTY OF LINN, IOWA and Recorded in the records of the office of the Recorder of the County of Linn, State of Iowa, Instrument Number book 8617 pages 571-576 on the 19th day of March, 2013, is redeemed, paid off, satisfied and discharged in full.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Dated this 13th day of August, 2021.

COUNTY OF LINN, IOWA

By: _____
Stacey Walker, Chair Linn County Board

STATE OF IOWA)
) ss:
LINN COUNTY

On this 13th day of August 2021, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Stacey Walker, Chair of the Linn County Board of Supervisors to me personally known, who being by me duly sworn, that said instrument was signed and sealed on behalf of said Chair of the Linn County Board of Supervisors; and that the said Linn County Board of Supervisors, acknowledged the execution of said instrument to be the voluntary act and deed of said Linn County Board of Supervisors, by him and by them voluntarily executed.

Notary

My commission expires on _____

DATE SET FOR PUBLIC HEARING

Moved by Supervisor _____

Seconded by Supervisor _____

that the 13th day of September, 2021 at 5:30 pm be set as date for the public hearing to establish a Secondary Road Assessment District to improve Blue Creek Court with a 2 ½ inch asphalt overlay for the entire length of Blue Creek Court and driveway transitions involving concrete driveway panel removal and replacement at a cost of \$56,455.00.

Dated this ____ day of _____, 20____.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

DATE SET FOR PUBLIC HEARING

Moved by Supervisor _____

Seconded by Supervisor _____

that the 13th day of September, 2021 at 5:30 pm be set as date for the public hearing to establish a Secondary Road Assessment District to provide improvements to upgrade Wildlife Road to Class A standards. This includes placing 6 inches of macadam and 4 inches of Class A crushed stone on a 28 foot top 1300 feet long. Calcium Chloride will be applied at a rate of 0.27 gal/sy for stability and dust control. A 60 inch diameter CMP will be replaced at the north end. Additional work will include clearing, grubbing, grading, repairing and replacing entrance culverts as needed and restoring the ditches and surface. The estimated cost for the improvements is \$70,980.00.

Dated this ____ day of _____, 20__.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

DATE SET FOR RIGHT OF WAY HEARING

Moved by Supervisor _____

Seconded by Supervisor _____

that the 13th day of September, 2021 at 11:00 A.M. be set as date for the public hearing on the vacation of the following right of way.

All of Timothy Lane lying north of the northerly right-of-way line of Linn Ridge Road and being in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 18, NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 19, SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 17 and the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 20 all in Township 83 North, Range 05 West, Linn County, Iowa.

Dated this ____ day of _____, 20____.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

DATE SET FOR RIGHT OF WAY HEARING

Moved by Supervisor _____

Seconded by Supervisor _____

that the 13th day of September, 2021 at 11:00 A.M. be set as date for the public hearing on the vacation of the following right of way.

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

Dated this ____ day of _____, 20____.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

LINN COUNTY HUMAN RESOURCES DEPARTMENT
JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5120 | FAX: 319-892-5129



VACANCY FORM

SELECT ONE:

☒ NEW POSITION

☐ REPLACEMENT

REPLACES: _____

SELECT ONE:

☐ NEW JOB CLASSIFICATION

☒ EXISTING JOB CLASSIFICATION

JOB TITLE: PT30 CUSTODIAN

DEPARTMENT: FACILITIES

SHIFT/HOURS: 12-6 PM

VACANCY DATE: 9/3/21

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if applicable): ☒ BUDGET OFFER

NEW POSITION FUNDING SOURCE(S):
Mental Health Funding/ECR

☐ GRANT FUNDING

☐ OTHER: _____

POST TO INSIDE: YES ☐ NO

ADVERTISE: ☒ YES ☐ NO

IF NO, GIVE EXPLANATION (i.e. not filling due to operational needs): _____

POSITION TYPE:

☐ FULL-TIME ☒ PART-TIME 30 # of hours/week

☐ TEMPORARY/SEASONAL

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

BARGAINING UNIT: ☐ Clerical ☒ Maintenance ☐ Para Professional ☐ Professional

☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: Becky Marx
DEPARTMENT HEAD (original signature required)

8/9/21

DATE

By signing above, I acknowledge my understanding of the following about external job postings: Failure to make a good faith effort to begin the interview process within one month of receiving candidates' applications will result in HR charging the cost of advertising back to the department.

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: _____

FINANCE/BUDGET DIRECTOR COMMENTS: replacing Willis Dady

APPROVED BY: Lisa D. Powell
HUMAN RESOURCES DIRECTOR

8-10-21

DATE

APPROVED BY: Shannon
FINANCE/BUDGET DIRECTOR

8/11/21

DATE

APPROVED BY: _____
CHAIRPERSON/BOARD OF SUPERVISORS

DATE