

BOARD OF SUPERVISORSDistrict 1 | **Kirsten Running-Marquardt**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

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Wednesday, April 12, 2023

10 a.m.

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

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

Consent Agenda

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

Reports

Receive and place on file Treasurer's (Auto Dept.) Report to the County Auditor Receipts and Disbursements for the Month of March, 2023.

Resolutions

Resolution authorizing and directing the East Central Iowa Council of Governments (ECICOG) to submit a funding application and associated documents for the Community Development Block Grant - Disaster Recovery (CDBG-DR) Derecho Generator Program to the Iowa Economic Development Authority

Resolution to submit a funding application and associated documents for the EPA's Environmental Justice Government-to-Government (EJG2G) program grant.

Resolution to approve a final plat for Prairie Farm First Addition, case JF23-0009

Resolution to approve a Land Preservation Parcel Split for Skaft First Addition, case JLPS23-0002

Resolution to authorize road closures for various road construction projects to be completed in 2023.

Contract and Agreements

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

Approve and authorize Chair to sign an IDOT Secondary Road Five Year Construction Program.

Approve Board of Supervisors Policy FM-038, Investment of Funds, Revision No. 3

Approve and authorize Chair to sign a Memorandum of Understanding (MOU) between the Mental Health/Disability Services of the East Central Region of Iowa and Linn County regarding reimbursement from MH/DS of the East Central Region for County Employees for the period of July 1, 2023 through June 30, 2024.

Approve and authorize Chair to sign IDOT Federal-aid Agreement for a County Highway Bridge Program Project, project no. BROS-C057(172)--8J-57, bridge replacement project on Martin Creek Road over Martin Creek.

Approve and authorize the Chair to sign a Letter of Trespass authorizing the Cedar Rapids Police Department to take necessary action, up to and including arrest, of people not authorized to be on Linn County-owned property at 1017 12th Avenue SW, Cedar Rapids

Approve and authorize the Chair to sign a Service Agreement between Linn County and the East Central Iowa Council of Governments (ECICOG) for the preparation of Community Development Block Grant - Disaster Recovery (CDBG-DR) applications

Licenses & Permits

Approve Liquor License for Casey's General Store, 888 Vernon Valley Dr., CR, 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.

Third and final consideration on an ordinance amending the Code of Ordinances, Linn County, Iowa by amending provisions in Chapter 107, Unified Development Code, relating to accessory dwelling units and updating the use table to include softball fields and other similar uses.

Third and final consideration of Ordinance Amendment, rezoning case JR23-0003, request of Daniel and Carolyn Thies Trusts, owner, to rezone 9.34 acres located at 505 Dows Rd from the Agricultural (AG) zoning district to the Rural Residential 2-Acre (RR2) zoning district.

Discuss and approve the 2023 Slough Bill exemptions

Discuss and decide on a Resolution to Provide for a Notice of Public Hearing on the Proposed Plans, Specifications, Form of Contract and Estimated Total Cost for the Linn County Facilities Derecho Repairs Priority #5 Project, and for the Taking of Bids on Said Project.

Discuss and decide on allowing residents who live in unincorporated Linn County in the half-mile buffer zone around the cities of Cedar Rapids, Marion, Hiawatha zoned as Urban Services Residential (USR) to openly burn tree debris from the August 2020 derecho and subsequent storms.

Discuss and decide on the approval of proposed Board of Supervisors Policy OP-028, Post-Bid General Contractor Compliance Questionnaire

Discuss a potential funding application and associated documents for the EPA's Climate Pollution Reduction Grants

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.

Payroll Authorizations

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

Legislative Update

Discuss and decide on action related to proposed legislation

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 MARCH 2023

RECEIVED

2023 APR -7 PM 2:50

FUND	RECEIPTS		DISBURSEMENTS		PREVIOUS BAL.	GRAND TOTAL
	CASH BOOK	TRANSFERS	TREAS CKS.	TRANSFERS		
AUTO LICENSE	\$ 4,025,819.05		\$ 3,352,126.70		\$ 3,352,126.70	\$ 4,025,819.05
USE TAX	\$ 3,010,547.29		\$ 2,219,242.27		\$ 2,219,242.27	\$ 3,010,547.29
SURCHARGE	\$ 26,960.00		\$ 19,830.00		\$ 19,830.00	\$ 26,960.00
AMATEUR RADIO	\$ 105.00		\$ 80.00		\$ 80.00	\$ 105.00
BLACK OUT	\$ 59,944.00		\$ 46,995.00		\$ 46,995.00	\$ 59,944.00
BREAST CANCER	\$ 100.00		\$ 145.00		\$ 145.00	\$ 100.00
BRONZE STAR	\$ 15.00		\$ 50.00		\$ 50.00	\$ 15.00
CATTLEMAN	\$ 180.00		\$ 40.00		\$ 40.00	\$ 180.00
CHOOSE LIFE	\$ 25.00		\$ 5.00		\$ 5.00	\$ 25.00
ISU	\$ 396.00		\$ 265.00		\$ 265.00	\$ 396.00
U OF I	\$ 1,226.00		\$ 986.00		\$ 986.00	\$ 1,226.00
UNI	\$ 80.00		\$ 75.00		\$ 75.00	\$ 80.00
OTHER COLLEGE PL	\$ 259.00		\$ 215.00		\$ 215.00	\$ 259.00
PERS PLATE	\$ 2,118.00		\$ 1,727.00		\$ 1,727.00	\$ 2,118.00
DECAL	\$ 25.00		\$ -		\$ -	\$ 25.00
DUCKS UNLTD	\$ -		\$ 35.00		\$ 35.00	\$ -
EDUCATION	\$ 25.00		\$ 45.00		\$ 45.00	\$ 25.00
EMS	\$ -		\$ -		\$ -	\$ -
EV/PHEV	\$ 11,909.92		\$ 8,038.93		\$ 8,038.93	\$ 11,909.92
FALLEN OFFICER	\$ 70.00		\$ 35.00		\$ 35.00	\$ 70.00
FIREFIGHTER	\$ 150.00		\$ 25.00		\$ 25.00	\$ 150.00
FLY OUR COLORS	\$ 484.00		\$ 585.00		\$ 585.00	\$ 484.00
GOD BLESS	\$ 130.00		\$ 60.00		\$ 60.00	\$ 130.00
GOLD STAR FAMILY	\$ -		\$ -		\$ -	\$ -
HERITAGE	\$ -		\$ 10.00		\$ 10.00	\$ -
IOWA AG LITARCHY	\$ -		\$ -		\$ -	\$ -
LEGION OF MERIT	\$ -		\$ -		\$ -	\$ -
LOVE R KIDS	\$ 10.00		\$ 10.00		\$ 10.00	\$ 10.00
MCYCLE RIDER	\$ -		\$ 45.00		\$ 45.00	\$ -
NAT'L GUARD	\$ -		\$ 5.00		\$ 5.00	\$ -
DNR	\$ 3,845.00		\$ 3,025.00		\$ 3,025.00	\$ 3,845.00
ORGAN DONOR	\$ 35.00		\$ 45.00		\$ 45.00	\$ 35.00
PEARL HARBOR	\$ -		\$ -		\$ -	\$ -
POW	\$ -		\$ -		\$ -	\$ -
PROF FIRE	\$ 20.00		\$ 5.00		\$ 5.00	\$ 20.00

LINN COUNTY AUDITOR

PURPLE HEART	\$ 95.00		\$ 40.00		\$ 40.00	\$ 95.00
PWD	\$ 10.00		\$ 5.00		\$ 5.00	\$ 10.00
USAF AIRFORCE	\$ 30.00		\$ 15.00		\$ 15.00	\$ 30.00
USAF ARMY	\$ 25.00		\$ 20.00		\$ 20.00	\$ 25.00
USAF COAST GUARD	\$ -		\$ -		\$ -	\$ -
USAF MARINES	\$ 5.00		\$ 5.00		\$ 5.00	\$ 5.00
USAF NAVY	\$ 20.00		\$ 20.00		\$ 20.00	\$ 20.00
SHARE THE ROAD	\$ 100.00		\$ 190.00		\$ 190.00	\$ 100.00
SHRINERS	\$ -		\$ 5.00		\$ 5.00	\$ -
SILVER STAR	\$ 20.00		\$ 5.00		\$ 5.00	\$ 20.00
VETERANS	\$ 480.00		\$ 360.00		\$ 360.00	\$ 480.00
VETS CROSS/MEDAL	\$ -		\$ -		\$ -	\$ -
ANATOMICAL FEES	\$ 655.99		\$ 475.62		\$ 475.62	\$ 655.99
ADMIN FEES	\$ -		\$ 30.00		\$ 30.00	\$ -
MAIL PROCESSING	\$ 25,619.00		\$ 21,345.00		\$ 21,345.00	\$ 25,619.00
NSF FEES	\$ 715.50		\$ 594.00		\$ 594.00	\$ 715.50
AUTO TRANSFERS					\$ (131,000.00)	\$ (131,000.00)
TOTAL	\$ 7,172,253.75	\$ -	\$ 5,676,860.52	\$ -	\$ 5,545,860.52	\$ 7,041,253.75

LINN COUNTY TREASURER

Brent C. Olsen
Deputy

RECEIVED
23 APR - 7 PM 2:50
LINN COUNTY AUDITOR

RESOLUTION NO. 2023 – 4 –

A RESOLUTION AUTHORIZING AND DIRECTING THE EAST CENTRAL IOWA COUNCIL OF GOVERNMENTS (ECICOG) TO SUBMIT A FUNDING APPLICATION AND ASSOCIATED DOCUMENTS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY DERECHO GENERATOR PROGRAM (CDBG-DR) TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY

WHEREAS, on August 10, 2020, many communities in Linn County, Iowa experienced a severe derecho storm that highlighted the need for consistent and reliable power generation at critical facilities to respond to future disasters; and

WHEREAS, the Linn County Board of Supervisors ("Board") supports efforts to make Central City and surrounding areas more resilient in disasters that cause power loss by ensuring the availability of emergency vehicles, establishing public shelters, and aiding in communication efforts; and

WHEREAS, the Board finds that it is necessary, desirable, and in the best interest of the public to apply for a \$43,620 grant through the CDBG-DR Generators for Critical Facilities Program to the Iowa Economic Development Authority to install a fixed standby generator at the new Linn County Fire District 3 location on Iehl Street in Central City; and

WHEREAS, accordingly, Linn County entered into a Service Agreement with ECICOG to prepare and submit a CDBG-DR grant application and associated documents.

BE IT THEREFORE RESOLVED that the Linn County Board of Supervisors hereby authorizes and directs the Chairperson to sign and execute the additional documents required for the application, as presented to the Board, on behalf of Linn County, and hereby authorizes ECICOG to submit the CDBG-DR application and the associated documents for the project described above to the Iowa Economic Development Authority on or before April 14, 2023.

PASSED AND APPROVED this _____ day of April 2023.

LINN COUNTY BOARD OF SUPERVISORS

ATTEST

Louis J. Zumbach, Chair

Joel Miller, Linn County Auditor

Ben Rogers, Vice Chair

Kirsten Running-Marquardt, Supervisor

I, Linn County Auditor Joel Miller, certify that the Linn County Board of Supervisors duly adopted this resolution by a vote of: _____ Aye, _____ Nay, _____ Abstained, and _____ Absent from Voting.

Joel Miller, Linn County Auditor

RESOLUTION NO. 2023 – 4 –

A RESOLUTION AUTHORIZING AND DIRECTING THE LINN COUNTY SUSTAINABILITY DEPARTMENT
TO SUBMIT A FUNDING APPLICATION AND ASSOCIATED DOCUMENTS FOR
THE ENVIRONMENTAL JUSTICE GOVERNMENT-TO -GOVERNMENT PROGRAM TO THE
US ENVIRONMENTAL PROTECTION AGENCY

WHEREAS, the Environmental Justice Government-to-Government (EJG2G) program provides funding at the local level to support “government activities that lead to measurable environmental or public health impacts in communities disproportionately burdened by environmental harms;” and

WHEREAS, the Linn County Board of Supervisors has a previously demonstrated commitment to acting to reduce greenhouse gas emissions and ensuring an equitable approach to sustainable action; and

WHEREAS, Linn County community based organizations have worked collaboratively towards addressing issues related to the quantity and quality of housing stock in Linn County, some of the oldest in the country, through the Alliance for Equitable Housing; and

WHEREAS, following the August 10, 2020, derecho storm more than 2,500 housing units in Linn County were assessed as below normal or worse quality according to Linn County and Cedar Rapids Assessor data and 1,000 units were deemed unlivable in the week following the derecho according to the State of Iowa Action Plan for Disaster Recover 2020 Midwest Derecho.

BE IT THEREFORE RESOLVED that the Linn County Board of Supervisors hereby authorizes and directs the Chairperson to sign and execute the additional documents required for the application, as presented to the Board, on behalf of Linn County, and hereby authorizes the Linn County Sustainability Department to submit the Environmental Justice Government-to-Government (EJG2G) program grant application and the associated documents.

PASSED AND APPROVED this _____ day of April 2023.

LINN COUNTY BOARD OF SUPERVISORS

ATTEST

Louis J. Zumbach, Chair

Joel Miller, Linn County Auditor

Ben Rogers, Vice Chair

Kirsten Running-Marquardt, Supervisor

I, Linn County Auditor Joel Miller, certify that the Linn County Board of Supervisors duly adopted this resolution by a vote of: _____ Aye, _____ Nay, _____ Abstained, and _____ Absent from Voting.

Joel Miller, Linn County Auditor

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING A FINAL PLAT

WHEREAS, a final plat of Prairie Farm First Addition (Case #JF23-0009) 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 NENW of Section 20, Township 83 North, Range 06 West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the Northwest corner of said Lot 2; thence North 89° 50' 26" East 556.06 feet along the North line of said Lot 2 to the Northeast corner thereof; thence South 0° 53' 14" East 777.54 feet along the East line of the Northwest Quarter of said Section 20 to the Northeast corner of the South 20 feet of said Lot 2; thence South 89° 50' 26" West 556.06 feet along the North line of said South 20 feet to the Northwest corner thereof; thence North 0° 53' 14" West 777.54 feet along the West line of said Lot 2 to the point of beginning, containing 9.92 acres subject to covenants, easements and restrictions of record.

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 February 15, 2023 as last amended on March 20, 2023 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

1. Road and other improvements as required in the Unified Development Code, Article IV, Section 107-72, § 2 (g), (h), (i), & (j). The property owner will pay the cost of placing a single application of seal coat 24' wide by 600' long centered on a single access or 600' beginning at the property line running past the access. Using the current cost of rock and sealcoat placement, the estimated cost is \$4.50 per foot or \$2,700.00 for the road surface and grading. Payment is due prior to approval of the Final Plat by the Board of Supervisors.
2. 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.
3. Dedication of road rights-of-way, County Standard Specifications, Section 5. 40 foot and 50 foot from the center of existing right-of-way as shown on the Final Plat of Prairie Farm First Addition.
4. Road agreement for road improvement and for conditions applicable to Final Plat cases. County Standard Specifications, Section 1.
5. E-911 address sign is required to be located at driveway entrance.
6. Street designation signs and E-911 address signs to be applied for at Linn County Secondary Road Department, 319-892-6400.
7. Proposed driveway locations are required to be shown on the address plat for preliminary addressing. Actual address may change at time of driveway placement to reflect accurate address. Address assigned by Linn County Secondary Road Department, 319-892-6400.

IOWA DEPARTMENT OF TRANSPORTATION

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

LINN COUNTY PUBLIC HEALTH DEPARTMENT

1. Existing sewage disposal system must have one of the following completed: If the property ownership is being transferred and does not qualify for one of the DNR exemptions, a Time of Transfer inspection must be performed by a certified septic contractor. The report must be submitted to this department. If the property is not transferring ownership, the septic must be reviewed by certified septic contractor for compliance with Linn County Code of Ordinances Chapter 10, Article VI Private Sewage Disposal Systems.

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 erosion and sediment control plan for review and acceptance, prior to issuance of building permit.
4. Submit Site Plan showing potential home location of home, water well and septic on proposed 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. This plat lies within the 2-mile jurisdiction of the City of Cedar Rapids and as per the 28E Agreement between the City and the County, will require City approval or a waiver of the right to review.
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. Land Use Map Amendment (case JA23-0002) shall be completed prior to approval of final plat bound copies.
6. Rezoning case JR23-0003 will be finalized when final plat bound copies are ready to be approved by the Linn County Board of Supervisors.
7. One original and 3 complete copies of the final plat bound documents that must include the following:
 - i. Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
 - ii. Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located

- iii. Surveyor's certificate
 - iv. Auditor's certificate
 - v. Resolution of the Planning and Zoning Commission
 - vi. Resolution of the Board of Supervisors
 - vii. Resolution of approval or waiver of review by applicable municipalities
 - viii. Treasurer's certificate
 - ix. Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the UDC..
 - x. Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
 - xi. Twelve original signed plat drawings
 - xii. A covenant for a secondary road assessment
8. The final plat bound documents must be approved by the Linn County Board of Supervisors on or before **MARCH 20, 2024**, as 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.

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 April 12, 2024, to be valid.

Passed and approved this 12th day of April 2023

Linn County Board of Supervisors

Louis Zumbach, Chairperson

Ben Rogers, Vice Chairperson

Kirsten Running-Marquardt, 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

Prepared by & Return to: Linn County Secondary Road Department, 1888 County Home Road, Marion, IA 52302 (319) 892-6400

RESOLUTION # _____
AUTHORIZE ROAD CLOSURES FOR CONSTRUCTION

WHEREAS, construction work will begin on various Linn County projects, and
WHEREAS, projects on the following list are expected to be under construction during 2023

PROJECT NUMBER	PROJECT DESCRIPTION
FM-C057(160)- -55-57	Bridge replacement on Coggon Rd over Walton Creek
FM-C057(161)- -55-57	Bridge replacement on N Center Point Rd over East Otter Creek
BROS-C057(164)- - 8J-57	Bridge replacement on Waubeek Rd over tributary to Wapsipinicon River
LOST-BRIDGE 1053(22)	Bridge replacement on Bertram Rd over Indian Creek
FM-C057(163)- - 55-57	PCC bridge deck overlay on Blairs Ferry Rd bridge over Otter Creek
FM-C057(162)- - 55-57	PCC bridge deck overlay on Boy Scouts Rd bridge over Wapsipinicon River
LOST-BEVERLY RD(23)	Asphalt paving from on Beverly Rd from Highway 151 to PCC section near Edgewood Rd
STP-S-C057(165)- -5E-57	PCC paving on Walker Rd from Bettys Grove Rd to Troy Mills Rd
LOST-CMP 1725(23)	Culvert replacement on Angle Rd 220’ east of Morgan Bridge Rd in section 4-82-8
LOST-CMP 2430(23)	Culvert replacement on Morgan Bridge Rd north of Angle Rd in section 5-82-8
LOST-CMP 2429(23)	Culvert replacement on Morgan Bridge Rd south of Angle Rd in section 5-82-8
M-HAGERMAN RD	Rock overlay on portions of Hagerman Rd
M-OTTER RD	Rock overlay on portions of Otter Rd
M-STANDLEA RD	Rock overlay on portions of Standlea Rd
M-CUMMINGS FORD RD	Rock overlay on portions of Cummings Ford Rd
M-GRUBBS CREEK RD	Rock overlay on portions of Grubbs Creek Rd
M-HOLLENBECK RD - 1	Rock overlay on portions of Hollenbeck Rd from Yates Rd to Fletcher Rd
M-HOLLENBECK RD - 2	Rock overlay on portions of Hollenbeck Rd from Bear Creek Rd to Power Plant Rd
M-LINN-BENTON RD - 1	Rock overlay on portions of Linn-Benton Rd from Bear Creek Rd to Shellsburg Rd
M-LINN-BENTON RD - 2	Rock overlay on portions of Linn-Benton Rd from Fletcher Rd to Ellis Rd
M-RING RD	Rock overlay on portions of Ring Rd
M-SCHULTZ RD	Rock overlay on portions of Schultz Rd
M-DOLEZAL RD	Rock overlay on portions of Dolezal Rd
M-FLETCHER RD	Rock overlay on portions of Fletcher Rd
M-HOOSIER CREEK RD	Rock overlay on portions of Hoosier Creek Rd
M-PALISADES ACCESS RD	Rock overlay on portions of Palisades Access Rd
M-PRAIRIE SCHOOL RD	Rock overlay on Prairie School Rd
M-SISLEY GROVE RD	Rock overlay on portions of Sisley Grove Rd
M-SOUTHVIEW RD	Rock overlay on portions of Southview Rd
M-SPANISH RD	Rock overlay on portions of Spanish Rd
M-YOUNG RD	Rock overlay on portions of Young Rd
M-BALLARD RD	Rock overlay on portions of Ballard Rd
M-CALDWELL RD	Rock overlay on Caldwell Rd
M-COTTAGE GROVE PKWY	Rock overlay on portions of Cottage Grove Pkwy
M-E BERTRAM RD	Rock overlay on portions of E Bertram Rd
M-EDGERLY RD	Rock overlay on portions of Edgerly Rd
M-FROZEN HILL RD	Rock overlay on portions of Frozen Hill Rd
M-HART RD	Rock overlay on portions of Hart Rd
M-HILLS MILL RD	Rock overlay on portions of Hills Mill Rd
M- HODGIN RD	Rock overlay on portions of Hodgin Rd
M-HOOSIER RD	Rock overlay on portions of Hoosier Rd
M-LIGHT RD	Rock overlay on portions of Light Rd
M-LINN RIDGE RD	Rock overlay on portions of Linn Ridge Rd
M-LINN-BUCHANAN RD	Rock overlay on portions of Linn-Buchanan Rd
M-LINN-DELAWARE RD	Rock overlay on portions of Linn-Delaware Rd

M- MAINE RIDGE RD	Rock overlay on portions of Maine Ridge Rd
M-MATSELL PARK RD	Rock overlay on portions of Matsell Park Rd
M-MELROSE RD	Rock overlay on portions of Melrose Rd
M-NICKEL PLATE RD	Rock overlay on portions of Nickel Plate Rd
M-NUGENTS RD	Rock overlay on portions of Nugents Rd
M-O’CONNOR RD	Rock overlay on portions of O’Connor Rd
M-PINICON RIDGE RD	Rock overlay on portions of Pinicon Ridge Rd
M-PRAIRIEBURG RD	Rock overlay on portions of Prairieburg Rd
M-QUAKER LN	Rock overlay on portions of Quaker Ln
M-STONE RD – 1	Rock overlay on portions of Stone Rd from County Home Rd to Austin Rd
M-STONE RD – 2	Rock overlay on portions of Stone Rd from Austin Rd to Burnett Station Rd
M-SUTTON RD – 1	Rock overlay on portions of Sutton Rd from Central City Rd to Burnett Station Rd
M-SUTTON RD – 2	Rock overlay on portions of Sutton Rd from Coggon Rd to Linn-Buchanan Rd
M-WILDE RD	Rock overlay on portions of Wilde Rd

NOW, THEREFORE, BE IT RESOLVED that the Linn County Board of Supervisors hereby authorize the above roads and/or portions thereof, to be closed to public travel during the construction period, and further authorize and direct the County Engineer to post appropriate signs, when and as necessary to protect both the work and the traveling public, in accordance with Chapter 306 of the Code of Iowa and the Manual on Uniform Traffic Control Devices.

Moved by Supervisor _____ Seconded by Supervisor _____ that the above resolution be adopted this _____ day of _____, 2023 by a vote of ____ aye ____ nay and _____ abstain from voting.

ATTEST:

Linn County Auditor

Chairperson

Vice Chairperson

Supervisor

Iowa Department of Transportation

SECONDARY ROADS BUDGET

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

COUNTY CERTIFICATION	
This Secondary Road Budget was adopted by the Board of Supervisors on	Date
ATTESTED	
County Auditor	Date
County Engineer	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	\$769,584.00
701 Engineering Expenditures	\$1,001,465.17	\$978,964.51	\$1,067,151.00	\$1,223,400.00
TOTAL ADMINISTRATION AND ENGINEERING	\$1,735,906.59	\$1,641,288.56	\$1,720,117.00	\$1,992,984.00
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	\$1,469,519.00
71X * Roadway Maintenance				
710 Bridges and Culverts (420, 430)	\$200,358.78	\$741,477.88	\$444,303.00	\$482,728.00
711 Roads (4250, 460, 480)	\$6,610,509.20	\$5,817,437.31	\$6,898,280.00	\$6,488,758.00
712 Snow and Ice Control (520)	\$900,507.53	\$536,850.59	\$781,737.00	\$825,378.00
713 Traffic Controls (590)	\$711,788.30	\$582,069.83	\$692,023.00	\$700,480.00
714 Road Clearing (490)	\$343,604.05	\$418,476.87	\$512,811.00	\$523,244.00
TOTAL ROADWAY MAINTENANCE	\$8,766,767.86	\$8,096,312.48	\$9,329,154.00	\$9,020,588.00
72X * General Roadway				
720 New Equipment (610)	\$581,589.60	\$700,298.64	\$1,609,278.00	\$2,446,984.00
721 Equipment Operations (620, 630, 650)	\$1,826,523.00	\$2,119,504.83	\$2,729,030.00	\$2,771,071.00
722 Tools, Materials and Supplies (655, 660, 670, 680, 690)	\$21,821.54	\$38,203.76	\$72,680.00	\$45,500.00
723 Real Estate and Buildings (800)	\$64,194.56	\$9,672.52	\$79,100.00	\$75,100.00
TOTAL GENERAL ROADWAY	\$2,494,128.70	\$2,867,679.75	\$4,490,088.00	\$5,338,655.00
TOTAL EXPENDITURES (70X + 020 + 71X + 72X)	\$13,150,947.68	\$14,198,202.98	\$18,073,688.00	\$17,821,746.00
County Auditor's balance at end of fiscal year	\$7,371,469.53	\$8,770,332.43	\$5,474,798.35	\$3,039,273.13
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

SECONDARY ROADS FIVE YEAR PROGRAM

Iowa Department of Transportation
SECONDARY ROADS FIVE YEAR PROGRAM

County: Linn County
Fiscal Year: 2024
Version: Original

COUNTY CERTIFICATION	
The detailed construction program for the secondary road system was adopted by the Board of Supervisors on	Date
ATTESTED	
County Auditor	Date
County Engineer	Date
Chairperson, Board of Supervisors	Date
IOWA DOT PROGRAM APPROVALS	
Recommended Approval: OLS Reviewer	Date
Approval: Director of Local Systems	Date

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2024	1st FY 2025	2nd FY 2026	3rd FY 2027	4th FY 2028	
FM-C057(173)--55-57 FM-C057(173)--55-57 47028	On MATSELL PARK RD, Over WAPSIPINICON RIVER, S36 T85 R05 CONCRETE BRIDGE REPLACEMENT 36 / 85 / 05	148 0.000 miles 222050	Previous	\$0 320 Bridges FM	Local						\$2,500
					FM	2,500					
					Special						
					FA						
					SWAP						
FM-C057(171)--55-57 FM-C057(171)--55-57 47208	On MAPLE GROVE RD, S34 T82 R08 TWIN CMP CULVERTS REPLACED WITH RCB CULVERT 34 / 82 / 08	295 0.000 miles	Previous	\$0 332 Box Culverts FM	Local						\$300
					FM	300					
					Special						
					FA						
					SWAP						
BROS-C057(172)--8J-57 BROS-C057(172)--8J-57 52941	On MARTIN CREEK RD, Over MARTIN CREEK, S11 T83 R06 TIMBER BRIDGE REPLACEMENT 11 / 83 / 06	120 0.000 miles 220721	Previous	\$0 320 Bridges FA	Local						\$300
					FM						
					Special						
					FA	300					
					SWAP						
L-BR 1736 REMOVAL--73-57 LOST-BR 1736 REMOVAL(24) 53104	On OLD BRIDGE RD, Over PRAIRIE CREEK, S12 T82 R08 REMOVAL OF BRIDGE 1736 ON OLD BRIDGE RD 12 / 82 / 08	110 0.000 miles 220430	New	\$0 320 Bridges Local	Local						\$100
					FM						
					Special	100					
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2024	1st FY 2025	2nd FY 2026	3rd FY 2027	4th FY 2028	
L-BRIDGE 1931--73-57 L-BRIDGE 1931(24) 52265	On PALISADES ACCESS RD, Over FLAMINGO CREEK, S34 T82 R06 TIMBER BRIDGE REPLACEMENT 34 / 82 / 06	37 0.000 miles 220251	Previous	\$0 320 Bridges Local	Local	300					\$300
					FM						
					Special						
					FA						
					SWAP						
L-CMP 2430--73-57 L-CMP 2430(24) 52352	On MORGAN BRIDGE RD, NORTH OF ANGLE RD S5 T82 R08 CMP CULVERT REPLACEMENT 5 / 82 / 08	5 0.000 miles	Previous	\$0 331 Pipe Culverts Local	Local	80					\$80
					FM						
					Special						
					FA						
					SWAP						
L-CMP 2429--73-57 L-CMP 2429(24) 52353	On MORGAN BRIDGE RD, SOUTH OF ANGLE RD S5 T82 R08 CMP CULVERT REPLACEMENT - 28E NEEDED WITH CITY OF FAIRFAX 5 / 82 / 08	120 0.000 miles	Previous	\$0 331 Pipe Culverts Local	Local	40					\$80
					FM						
					Special	40					
					FA						
					SWAP						
L-CMP 1725--73-57 L-CMP 1725(24) 47207	On ANGLE RD, 220' EAST OF MORGAN BRIDGE RD, S4 T82 R08 CMP CULVERT REPLACEMENT. 28E NEEDED WITH CITY OF FAIRFAX 4 / 82 / 08	20 0.000 miles	Previous	\$0 331 Pipe Culverts Local	Local	40					\$80
					FM						
					Special	40					
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2024	1st FY 2025	2nd FY 2026	3rd FY 2027	4th FY 2028	
LFM-MARTELLE RD--7X-57 LOST-MARTELLE RD(24) 52267	On MARTELLE RD, from SPRINGVILLE RD to COUNTY LINE GRADING AND CULVERTS 12 / 83 / 05	10 3.770 miles	Previous	\$0 352 Excavation Local	Local						\$1,600
					FM						
					Special	1,600					
					FA						
					SWAP						
L-S 31ST ST--73-57 LOST-S 31ST ST(24) 52319	On S 31ST ST, from S 22ND ST to HWY 100 HMA PAVING 8 / 83 / 06	50 0.500 miles	Previous	\$0 366 HMA Paving Local	Local						\$200
					FM						
					Special	200					
					FA						
					SWAP						
LFM-ROW ROUNDABOUTS-- 7X-57 LOST-ROW ROUNDABOUTS(24) 52320	On COVINGTON RD AT ELLIS RD AND STONEY POINT RD ROW FOR ROUNDABOUTS 23 / 83 / 08	31 1.200 miles	Previous	\$0 311 Right of way Local	Local						\$50
					FM						
					Special	50					
					FA						
					SWAP						
L-ROW BR 878--73-57 LOST-ROW BR 878(24) 52321	On ROSEDALE RD, Over INDIAN CR, S20 T83 R06 ROW FOR BRIDGE REPLACEMENT 20 / 83 / 06	280 0.000 miles 220750	Previous	\$0 311 Right of way Local	Local						\$40
					FM						
					Special	40					
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2024	1st FY 2025	2nd FY 2026	3rd FY 2027	4th FY 2028	
LFM-ELLIS RD NW--7X-57 L-ELLIS RD NW(24) 35247	On ELLIS RD NW, from NEAR BRIDGE 2286 to EDGEWOOD RD HMA PAVING - WILL NEED 28E WITH CEDAR RAPIDS FOR SHARED PORTIONS 14 / 83 / 08	336 2.160 miles	Previous	\$0 366 HMA Paving Local	Local	700					\$1,000
					FM						
					Special	300					
					FA						
					SWAP						
L-S 22ND ST--73-57 LOST-S 22ND ST(24) 53108	On S 22ND ST, from LAKESIDE RD to HWY 100 HMA PAVING 8 / 83 / 06	50 0.900 miles	New	\$0 366 HMA Paving Local	Local						\$400
					FM						
					Special	400					
					FA						
					SWAP						
L-HWY 30 TURN LANE--73-57 LOST-HWY 30 TURN LANE(24) 53109	On US 30 E EASTBOUND AT CEDAR RIVER ROAD HMA PAVING TURN LANE ON HWY 30 AT CEDAR RIVER ROAD 13 / 82 / 06	1770 0.100 miles	New	\$0 366 HMA Paving Local	Local						\$200
					FM						
					Special	200					
					FA						
					SWAP						
LFM-JORDANS GROVE RD SEAL COAT--7X-57 DL-JORDANS GROVE RD SEAL COAT(24) 53110	On JORDANS GROVE RD, from COUNTY HOME RD to WAUBEEK RD DOUBLE SEAL COAT 25 / 85 / 06	11 4.900 miles	New	\$71 364 Bituminous Seal Coat Local	Local	156					\$156
					FM						
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2024	1st FY 2025	2nd FY 2026	3rd FY 2027	4th FY 2028	
FM-C057(BR2786)--55-57 FM-C057(BR 2786)-25 47016	On COVINGTON RD, Over LONE TREE CREEK, S33 T84 R08 CONCRETE SLAB BRIDGE REPLACEMENT 33 / 84 / 08	5200 0.000 miles 33730	Previous	\$0 320 Bridges FM	Local						\$1,000
					FM		1,000				
					Special						
					FA						
					SWAP						
FM-C057(BR 2778)--55-57 FM-C057(BR 2778)-25 52237	On COVINGTON RD, Over MORGAN CREEK, S15 T83 R08 CONCRETE BRIDGE REPLACEMENT 15 / 83 / 08	7300 0.000 miles 33760	Previous	\$0 320 Bridges FM	Local						\$1,000
					FM		1,000				
					Special						
					FA						
					SWAP						
BROS-C057(168)--8J-57 BROS-C057(168)--8J-57 47031	On ROSEDALE RD, Over INDIAN CREEK, S20 T83 R06 BRIDGE REPLACEMENT WITH CONCRETE BRIDGE 20 / 83 / 06	295 0.000 miles 220750	Previous	\$0 320 Bridges FA	Local						\$1,500
					FM						
					Special						
					FA		1,500				
					SWAP						
BROS-C057(BR406)--8J-57 BROS-C057(BR406)--8J-57 47006	On BURLINGHAM RD, Over BUFFALO CR, S14 T85 R05 TIMBER BRIDGE REPLACEMENT 14 / 85 / 05	49 0.000 miles 221950	Previous	\$0 320 Bridges FA	Local						\$1,300
					FM						
					Special						
					FA		1,300				
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2024	1st FY 2025	2nd FY 2026	3rd FY 2027	4th FY 2028	
L-CULVERTS--73-57 L-CULVERTS(25) 47029	On VARIOUS THROUGHOUT COUNTY, VARIOUS CMP CULVERTS THROUGHOUT THE COUNTY TO BE COMPLETED BY CONTRACT	miles	Previous	\$0 331 Pipe Culverts Local	Local		175				\$175
					FM						
					Special						
					FA						
					SWAP						
L-JORDANS GROVE RD--73-57 LOST-JORDANS GROVE RD(25) 37769	On JORDANS GROVE RD, from COUNTY HOME ROAD to HWY 151 GRADING AND CULVERTS	60 3.208 miles	Previous	\$0 352 Excavation Local	Local						\$1,320
					FM						
					Special		1,320				
					FA						
					SWAP						
L-C057(BR813)--73-57 LOST-BRIDGE 813 REHAB(25) 47009	On BETTYS GROVE RD, Over EAST BLUE CREEK, S10 T86 R08 TIMBER BRIDGE REHAB 10 / 86 / 08	34 0.000 miles 223331	Previous	\$0 320 Bridges Local	Local						\$250
					FM						
					Special		250				
					FA						
					SWAP						
L-BRIDGE 449--73-57 LOST-BRIDGE 449(25) 52236	On RED HAW RD, Over BIG CREEK, S14 T83 R06 CONCRETE BRIDGE REPLACEMENT 14 / 83 / 06	70 0.000 miles 220740	Previous	\$0 320 Bridges Local	Local						\$1,100
					FM						
					Special		1,100				
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2024	1st FY 2025	2nd FY 2026	3rd FY 2027	4th FY 2028	
L-BRIDGE 2283--73-57 LOST-BRIDGE 2283(25) 47017	On MORGAN BRIDGE RD SW, Over MORGAN CREEK, S28 T83 R08 TIMBER BRIDGE REPLACEMENT 28 / 83 / 08	49 0.000 miles 221171	Previous	\$0 320 Bridges Local	Local						\$250
					FM						
					Special		250				
					FA						
					SWAP						
LFM-76TH AVE SW--7X-57 L-76TH AVE SW(25) 37753	On 76TH AVE SW, from LEFEBURE RD to CR CITY LIMITS GRADING AND CULVERTS - 28E WITH CEDAR RAPIDS NEEDED 14 / 82 / 08	14 2.980 miles	Previous	\$0 352 Excavation Local	Local		1,000				\$1,100
					FM						
					Special		100				
					FA						
					SWAP						
LFM-ROW BR 762--7X-57 LOST-ROW BR 762(25) 52241	On SUTTON RD, Over WAPSIPINICON RIVER, S19 T86 R06 ROW FOR FUTURE BRIDGE REPLACEMENT 19 / 86 / 06	140 0.000 miles 223020	Previous	\$0 311 Right of way Local	Local						\$40
					FM						
					Special		40				
					FA						
					SWAP						
STP-S-TSF-C057(169)--5P-57 STP-S-TSF-C057(169)--5P-57 52242	On COVINGTON RD AT ELLIS RD ROUNDAABOUT AT INTERSECTION OF COVINGTON RD AND ELLIS RD 15 / 83 / 08	1337 0.340 miles	Previous	\$0 352 Excavation FA	Local						\$1,500
					FM		500				
					Special		500				
					FA		500				
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2024	1st FY 2025	2nd FY 2026	3rd FY 2027	4th FY 2028	
STP-S-C057(166)--5E-57 STP-S-C057(166)--5E-57 52346	On COVINGTON RD, from AT ROGERS RD ROUNDAABOUT AT COVINGTON RD AND ROGERS RD 14 / 83 / 08	1190 0.770 miles	Previous	\$0 352 Excavation FA	Local						\$1,500
					FM		300				
					Special						
					FA		1,200				
					SWAP						
STP-S-C057(145)--5E-57 STP-S-C057(145)--5E-57 37742	On BURNETT STATION RD, from CITY OF ALBURNETT to HWY 13 HMA PAVING	360 3.197 miles	Previous	\$0 366 HMA Paving FA	Local						\$1,600
					FM		300				
					Special		100				
					FA		1,200				
					SWAP						
FM-C057(BLAIRS FERRY RD)-- 55-57 FM-C057(BLAIRS FERRY RD)- 26 36316	On BLAIRS FERRY RD, from MUD LAKE BRIDGE to DEER RIDGE DRIVE PCC PAVING	5200 1.053 miles	Previous	\$0 367 PCC Paving FM	Local						\$500
					FM			500			
					Special						
					FA						
					SWAP						
FM-C057(BR886)--55-57 FM-C057(BR 886)-26 47030	On HILLS MILL RD, Over BUFFALO CREEK, S29 T86 R05 CONCRETE BRIDGE REPLACEMENT 29 / 86 / 05	88 0.000 miles 222870	Previous	\$0 320 Bridges FM	Local						\$1,600
					FM			1,600			
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2024	1st FY 2025	2nd FY 2026	3rd FY 2027	4th FY 2028	
FM-C057(BR2758)--55-57 FM-C057(BR 2758)-26 47027	On N CENTER POINT RD, Over EAST BLUE CREEK, S33 T86 R08 CONCRETE SLAB BRIDGE REPLACEMENT 33 / 86 / 08	2450 0.000 miles 33880	Previous	\$0 320 Bridges FM	Local						\$1,000
					FM			1,000			
					Special						
					FA						
					SWAP						
FM-C057(MAPLE GROVE RD)--55-57 FM-C057(MAPLE GROVE RD)-26 52240	On MAPLE GROVE RD, from LINN-JOHNSON RD to WRIGHT BROS BLVD PCC PAVING 27 / 82 / 08	15 1.860 miles	Previous	\$0 367 PCC Paving FM	Local						\$900
					FM			900			
					Special						
					FA						
					SWAP						
L-IRISH LN--73-57 LOST-IRISH LN(26) 44911	On IRISH LN, from BUSINESS 30 to W MT VERNON RD GRADING AND CULVERTS	10 1.620 miles	Previous	\$0 352 Excavation Local	Local						\$700
					FM						
					Special			700			
					FA						
					SWAP						
L-BRIDGE 1007--73-57 LOST-BRIDGE 1007(26) 47010	On UPPER BOULDER RD, Over TRIB TO SILVER CREEK, S13 T86 R05 TIMBER BRIDGE REPLACEMENT 13 / 86 / 05	20 0.000 miles 222701	Previous	\$0 320 Bridges Local	Local						\$250
					FM						
					Special			250			
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2024	1st FY 2025	2nd FY 2026	3rd FY 2027	4th FY 2028	
L-BRIDGE 2193--73-57 LOST-BRIDGE 2193(26) 47012	On WORCHESTER RD, Over MORGAN CREEK, S22 T83 R08 CONCRETE SLAB BRIDGE REPLACEMENT 22 / 83 / 08	433 0.000 miles 221121	Previous	\$0 320 Bridges Local	Local						\$1,100
					FM						
					Special			1,100			
					FA						
					SWAP						
LFM-PARIS RD--7X-57 LOST-PARIS RD(26) 52238	On PARIS RD, from TROY MILLS RD to N ALBURNETT RD GRADING AND CULVERTS 29 / 86 / 07	15 3.020 miles	Previous	\$0 352 Excavation Local	Local						\$1,250
					FM						
					Special			1,250			
					FA						
					SWAP						
FM-C057(BR762)--55-57 FM-C057(BR 762)-27 47034	On SUTTON RD, Over WAPSIPINICON RIVER, S19 T86 R06 CONCRETE BRIDGE REPLACEMENT 19 / 86 / 06	138 0.000 miles 223020	Previous	\$0 320 Bridges FM	Local						\$1,500
					FM				1,500		
					Special						
					FA						
					SWAP						
BROS-C057(BRIDGE 1979)-- 8J-57 BROS-C057(BRIDGE 1979)-- 8J-57 38896	On RED BRIDGE RD, Over BUFFALO CR, S24 T86N R06W BRIDGE REPLACEMENT 24 / 86N / 06W	15 0.000 miles 222760	Previous	\$0 320 Bridges FA	Local						\$1,100
					FM						
					Special						
					FA				1,100		
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2024	1st FY 2025	2nd FY 2026	3rd FY 2027	4th FY 2028	
L-BRIDGE 1912--73-57 L-BRIDGE 1912(27) 52246	On LINN BENTON RD, Over BEAR CREEK, S18 T84 R08 CONCRETE BEAM BRIDGE REPLACEMENT 18 / 84 / 08	187 0.000 miles 221730	Previous	\$0 320 Bridges Local	Local				1,200		\$1,200
					FM						
					Special						
					FA						
					SWAP						
L-BRIDGE 2181--73-57 LOST-BRIDGE 2181(27) 52249	On IOWA RD, Over W OTTER CREEK,TRIB. TO, S7 T85 R07 TIMBER BRIDGE REPLACEMENT 7 / 85 / 07	19 0.000 miles 222285	Previous	\$0 320 Bridges Local	Local						\$250
					FM						
					Special				250		
					FA						
					SWAP						
LFM-PARIS RD-26--7X-57 LOST-PARIS RD(27) 52243	On PARIS RD, from N ALBURNETT RD to HWY 13 GRADING AND CULVERTS 19 / 86 / 06	5 4.370 miles	Previous	\$0 352 Excavation Local	Local						\$1,800
					FM						
					Special				1,800		
					FA						
					SWAP						
L-BRIDGE 2063--73-57 LOST-BRIDGE 2063(27) 53111	On DUROW RD, Over BLUE CREEK, S31 T86 R08 CONCRETE BEAM BRIDGE REPLACEMENT 31 / 86 / 08	151 0.000 miles 223450	New	\$0 320 Bridges Local	Local						\$1,300
					FM						
					Special				1,300		
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2024	1st FY 2025	2nd FY 2026	3rd FY 2027	4th FY 2028	
L-BR 1863 REHAB--73-57 LOST-BR 1863 REHAB(27) 53112	On CUMMINGS FORD RD, Over W OTTER CR, S24 T85 R08 BRIDGE REHABILITATION 24 / 85 / 08	71 0.000 miles 222580	New	\$0 320 Bridges Local	Local						\$150
					FM						
					Special				150		
					FA						
					SWAP						
L-BRIDGE 13--73-57 LOST-BRIDGE 13(27) 53113	On SPANISH RD, Over SOUTH HOOSIER CREEK, S35 T82 R07 TIMBER BRIDGE REPLACEMENT 35 / 82 / 07	140 0.000 miles 220351	New	\$0 320 Bridges Local	Local						\$300
					FM						
					Special				300		
					FA						
STP-S-C057(E16)--5E-57 STP-S-C057(E16)--5E-57 53114	On CENTRAL CITY RD, from CENTER POINT CITY LIMITS to SCHULTZ RD PCC PAVEMENT REHABILITATION 10 / 85 / 08	11 1.900 miles	New	\$0 367 PCC Paving FA	Local				260		\$1,300
					FM						
					Special						
					FA				1,040		
FM-C057(BR 981)--55-57 FM-C057(BR 981)-28 53116	On PARIS RD, Over WAPSIPINICON RIVER, S20 T86 R06 CONCRETE BEAM BRIDGE REPLACEMENT 20 / 86 / 06	350 0.000 miles 223070	New	\$0 320 Bridges FM	Local						\$2,200
					FM					2,200	
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2024	1st FY 2025	2nd FY 2026	3rd FY 2027	4th FY 2028	
FM-C057(ELLIS RD-26)--55-57 FM-C057(ELLIS RD)-28 52348	On ELLIS RD, from COVINGTON RD to BRIDGE PCC PAVING 14 / 83 / 08	10 0.700 miles	Previous	\$0 367 PCC Paving FM	Local						\$600
					FM					600	
					Special						
					FA						
					SWAP						
LFM-BRIDGE 1723--7X-57 LOST-BRIDGE 1723(28) 52245	On LINN-BENTON RD, Over PRAIRIE CREEK, S7 T82 R08 CONCRETE BRIDGE REPLACEMENT 7 / 82 / 08	140 0.000 miles 220400	Previous	\$0 320 Bridges Local	Local						\$1,500
					FM						
					Special					1,500	
					FA						
					SWAP						
LFM-VALLEY FARM RD--7X-57 LOST-VALLEY FARM RD(28) 44977	On VALLEY FARM RD, from HWY 13 to PARIS RD GRADING AND CULVERTS 28 / 86 / 06	160 2.190 miles	Previous	\$0 352 Excavation Local	Local						\$850
					FM						
					Special					850	
					FA						
					SWAP						
L-FAIRCHILD RD--73-57 L-FAIRCHILD RD(28) 44978	On FAIRCHILD RD, from CENTRAL CITY RD to WILEYS RD GRADING AND CULVERTS 2 / 85 / 08	10 3.710 miles	Previous	\$0 352 Excavation Local	Local					1,500	\$1,500
					FM						
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2024	1st FY 2025	2nd FY 2026	3rd FY 2027	4th FY 2028	
LFM-F AVE NW--7X-57 LOST-F AVE NW(28) 53117	On F AVE NW, from ROGERS RD to CEDAR RAPIDS CITY LIMITS HMA PAVING 24 / 83 / 08	114 1.400 miles	New	\$0 366 HMA Paving Local	Local						\$500
					FM						
					Special					500	
					FA						
					SWAP						
L-BRIDGE 405--73-57 LOST-BRIDGE 405(28) 53115	On FROZEN HILL RD, Over BUFFALO CREEK, S13 T85 R05 CONCRETE BEAM BRIDGE REPLACEMENT 13 / 85 / 05	50 0.000 miles 221940	New	\$0 320 Bridges Local	Local						\$1,500
					FM						
					Special					1,500	
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

Fund	2024	2025	2026	2027	2028
FM	\$2,800,000	\$3,100,000	\$4,000,000	\$1,500,000	\$2,800,000
Local	\$1,316,000	\$1,175,000	\$0	\$1,460,000	\$1,500,000
FA	\$300,000	\$5,700,000	\$0	\$2,140,000	\$0
Special	\$2,970,000	\$3,660,000	\$3,300,000	\$3,800,000	\$4,350,000



BOARD OF SUPERVISORS LINN COUNTY, IOWA

Title: Investment of Funds		Policy Number: FM-038	
Responsible Department: Finance & Budget			
Revision No: 3	Approval Date: 04/12/2023	Effective Date: 04/12/2023	Expiration Date: Until repealed
Initial Approval Date: 03/14/2018 BOS Minutes: 03/12/2018, 03/14/2018, 08/26/2019, 08/28/2019, 04/10/2023, 04/12/2023		Distribution: Intranet and the parties listed in Section II	

I. PURPOSE & OBJECTIVES

This Investment Policy ("Policy") sets the primary objectives of all investment activities that involve the financial assets of Linn County ("County"). The objectives in order of priority are:

1. Safety: safety and preservation of all capital in the County's investment portfolio.
2. Liquidity: maintaining the necessary liquidity to match expected liabilities.
3. Return: obtaining a reasonable return.

II. SCOPE

This policy applies to all operating funds, bond proceeds, and other funds, and to all investment transactions involving operating funds, bond proceeds, and other funds accounted for in the County's financial statements. Applicable law and this written Policy must authorize each investment made pursuant to this Policy.

The investment of bond funds or sinking funds shall comply not only with this Policy but shall also be consistent with any applicable bond resolution.

This Policy is intended to comply with Iowa Code Sections 11.6, 12B.10, 12B.10A, 12B.10B, 12B.10C, Iowa Code Chapter 12C, and all other applicable laws.

Upon passage and any future amendment, copies of this Policy shall be delivered to:

1. The Linn County Board of Supervisors.
2. All depository institutions or fiduciaries for public funds of the County.

3. The external auditor engaged to perform the audit of any County fund.
4. All third parties who assist with or facilitate investments of County funds.

III. EXCEPTIONS

None.

IV. DEFINITIONS

Agent: An individual authorized by another person, called the principal, to act on behalf of the latter in transactions involving a third party.

Certificate of Deposit (CD): A time deposit, a financial product offered consumers in the United States by depository institutions. CDs have specific, fixed terms (monthly, three months, six months, or one to five years) and, usually at a fixed interest rate.

Commercial Paper: A short-term obligation with maturities ranging from 2 to 270 days issued by banks, corporations, and other borrowers to investors with temporarily idle cash. Such instruments are unsecured and usually discounted, although some are interest-bearing.

Custodial Agreement: An arrangement under which a nominee or registered owner holds an asset or property as a custodian on behalf of an actual owner (beneficial owner). Such agreements are generally entered into by state agencies to administer various benefit programs.

Delivery Versus Payment (DVP): A Securities industry procedure common with institutional accounts whereby delivery of securities sold is made to the buying customer's bank in exchange for payment, usually cash.

Depository Institution: A financial institution in the United States, such as a savings bank, commercial bank, savings and loan association, or credit union, that is legally allowed to accept monetary deposits from customers. An example of a non-depository institution is a mortgage bank. While licensed to lend, a mortgage bank cannot accept deposits.

Derivative: A security with a price dependent on or derived from one or more underlying assets. A derivative itself is a contract between two or more parties. Its value is determined by fluctuations in the underlying asset. The most common underlying assets include stocks, bonds, commodities, currencies, interest rates, and market indexes. Most derivatives are characterized by high leverage.

Fiduciary: A person, company, or association holding assets in the trust of a beneficiary.

Futures Contract: An agreement to buy or sell a specific amount of a commodity or financial instrument at a particular price on a stipulated future date.

Iowa Public Agency Investment Trust (IPAIT): A professionally managed common law trust organized and operated as a diversified open-end management investment company created with the objective of providing Iowa cities, counties, city utilities, and other eligible participants with a convenient method for investing their funds in a manner that will maximize current income consistent with safety of principal and the required degree of liquidity for operating funds.

Open – End Management Investment Company: An investment company that sells mutual funds to the public. The terms arise from the fact that the firm continually creates new shares on demand. Mutual fund shareholders buy shares at net asset value and can redeem them at any time at the prevailing market price, which may be higher or lower than the price at which the investor bought.

Operating Funds: Funds that are reasonably expected to be expended during the current budget year or within fifteen (15) months of receipt.

Option: The right to buy or sell property that is granted in exchange for an agreed-upon sum. If the right is not exercised after a specified period, the option expires, and the option buyer forfeits the money.

Portfolio: A combined holding of more than one stock, bond, commodity, real estate investment, cash equivalent, or another asset by an individual investor.

Prime Banker's Acceptance: A time draft drawn on and accepted by a bank, the customary means of effecting payment for merchandise sold in import-export transactions, and a source of financing used extensively in international trade.

Repurchase (Repo) Agreement: An agreement between a seller and a buyer, usually of U.S. Government securities, whereby the seller agrees to repurchase the securities at an agreed upon price and, usually at a stated time.

Reverse Repurchase Agreement: The purchase of securities with an agreement to sell them at a higher price at a specific future date. For the party selling the security (and agreeing to repurchase it in the future) it is a repo; for the party on the other end of the transaction (buying the security and agreeing to sell in the future) it is a reverse repurchase agreement.

Safekeeping: The storage and protection of a customer's financial assets, valuables, or documents, provided as a service by an institution serving as an agent and, where control is delegated by the customer, also as custodian.

Sinking Fund: A fund established by a government or business for the purpose of reducing debt by repaying or purchasing outstanding loans and securities held against the entity.

Speculation: The assumption of risk in anticipation of gain but recognizing a higher-than-average possibility of loss.

V. PROVISIONS

A. Delegation of Authority

1. In accordance with Iowa Code Sections 12B.10 and 12C.1, the responsibility for conducting investment transactions resides with the County Treasurer ("Treasurer"). Only the Treasurer, a deputy of the Treasurer, and/or those authorized in writing by the Treasurer may invest public funds. A copy of any documentation authorizing the investment of public funds shall be attached to this policy. All contracts or agreements with outside persons investing public funds, advising on the investment of public funds, directing the deposit or investment of public funds, or acting in a fiduciary capacity for the County shall require the outside person to notify the County, in writing, within thirty (30) days of all communications from the auditor of the outside person, or any regulatory authority, of the existence of a material weakness in the internal control structure of the outside person, or of any regulatory orders or sanctions regarding the type of services being provided to the county by the outside person.
2. The records of investment transactions made by or on behalf of Linn County are public records and are the property of the County whether in the custody of the County or in the custody of a fiduciary or other third party.
3. The Treasurer shall establish a written system of internal controls and investment practices. The controls shall be designed to prevent losses of public funds, to document those officers and employees of the Treasurer responsible for the elements of the investment process, and to address the capability of investment management. The controls shall provide for receipt and review of the audited financial statements and related reports on internal control structure of all outside persons performing any of the following for this public body:
 - a. Investing public funds.
 - b. Advising on the investment of public funds.
 - c. Directing the deposit or investment of public funds.
 - d. Acting in a fiduciary capacity for Linn County, Iowa.
4. A bank, savings and loan association, or credit union providing only depository services shall not be required to provide audited financial statements and related reports on internal control structure.
5. The Treasurer shall establish an Investment Committee to assist in creating an investment strategy, reviewing quarterly the investment statements and policies, and assisting in the selection and retention of professional advisors or consultants to the portfolio. The Committee shall consist of the Treasurer, a Deputy Treasurer, the County Finance Director, and the County Budget Director. Unanimous approval of the Investment Committee shall be required for single investments of more than five million dollars.
6. The Treasurer and all employees authorized to place investments shall be covered by either individual bonds or a blanket bond or insurance policy pursuant to Iowa Code Sections 64.10 and 64.15 in a total amount of not less than five million dollars.

B. Prudence

1. The County Treasurer, or the Treasurer's designee, when investing or depositing public funds, shall exercise the care, skill, prudence, and diligence under the circumstances then prevailing that a person acting in a like capacity and familiar with such matters would use to attain the Section I investment objectives. This standard requires that when making investment decisions, the Treasurer shall consider the role that the investment or deposit plays in the County's portfolio of financial assets, and the investment objectives stated in Section I of this Policy.

C. Instruments Eligible for Investment

1. Financial assets of the County may be invested in the following:
 - a. Interest-bearing savings accounts, interest bearing money market accounts, and interest-bearing checking accounts at any bank, savings and loan association, or credit union in the State of Iowa. Each financial institution shall be properly declared as a depository by a resolution of the Linn County Board of Supervisors. Deposits in any financial institution shall not exceed the maximum amounts approved by the resolution.
 - b. Obligations of the United States government, its agencies, and instrumentalities.
 - c. Certificates of Deposit and other evidence of deposit at federally insured Iowa depository institutions approved pursuant to Iowa Code Chapter 12C.
 - d. Iowa Public Agency Investment Trust (IPAIT).
 - e. Prime bankers' acceptances that mature within 270 days of purchase and that are eligible for purchases by a Federal Reserve Bank.
 - f. Commercial paper or other short-term corporate debt that matures within 270 days of purchase and is rated within the two highest classifications, established by at least one of the standard rating services approved by the superintendent of banking rules adopted pursuant to Iowa Code Chapter 17A.
 - g. Repurchase agreements, provided that the underlying collateral consists of obligations of the United States government, its agencies, and instrumentalities, and provided that the County Treasurer takes delivery of the collateral either directly or through an authorized custodian.
 - h. An open-end management investment company, organized in trust form, registered with the Securities and Exchange Commission under the federal Investment Company Act of 1940, 15 U.S.C. 80(a) and operated in accordance with 17 C.F.R. Section 270.2a-7.
 - i. Property tax payments may be deposited in non-interest-bearing accounts.

2. All instruments eligible for investment are further qualified by all other provisions of this Policy, including Section V.E, Investment Maturity Limitations and Section V.F, Diversification Requirements.

D. Prohibited Investments and Practices

1. County assets shall not be invested in the following:
 - a. Reverse repurchase agreements.
 - b. Futures and options contracts.
 - c. Derivatives.
2. County assets shall not be invested pursuant to the following investment practices:
 - a. Trading of securities for speculation or the realization of short-term trading gains.
 - b. Pursuant to a contract providing for the compensation of an agent or fiduciary based on the performance of the invested assets.
3. If a fiduciary or third party with custody of public investment transaction records of the County fails to produce requested records when requested by the County within a reasonable time, the County shall make no new investments with or through the fiduciary or third party and shall not renew maturing investments with or through the fiduciary or third party.

E. Investment Maturity Limitations

1. Operating Funds must be identified and distinguished from all other funds available for investment.
2. All investments authorized in Section V.C of this Policy are subject to the following maturity limitations:
 - a. Operating Funds may be invested only in instruments authorized in Section V.C of this Policy that mature within three hundred ninety-seven (397) days.
 - b. The Treasurer may invest County funds that are not identified as operating funds in investments with maturities longer than three hundred ninety-seven (397) days. However, all investments of the County shall have maturities that are consistent with the needs of the County and the strategy of the County Investment Committee.

F. Diversification Requirements

1. Certain other instruments, if held by the County are subject to the following diversification requirements:

- a. Prime bankers' acceptances.
 1. At the time of purchase, no more than ten percent (10%) of the investment portfolio of the County may be invested in prime bankers' acceptances.
 2. At the time of purchase, no more than five percent (5%) of the investment portfolio of the County may be invested in the securities of a single issuer.
- b. Commercial paper or other short-term corporate debt.
 1. At the time of purchase, no more than ten percent (10%) of the investment portfolio of the County may be in commercial paper or other short-term corporate debt.
 2. At the time of purchase, no more than five percent (5%) of the investment portfolio of the County may be invested in the securities of a single issuer.
 3. At the time of purchase, no more than five percent (5%) of all amounts invested in commercial paper and other short-term corporate debt may be invested in paper and debt rated in the second highest classification.
2. Where possible, it is County policy to diversify its investment portfolio. Assets shall be diversified to eliminate the risk of loss due to over concentration of assets in a specific maturity, a specific issuer, or a specific class of securities. In establishing specific diversification strategies, the following general policies and constraints shall apply:
 1. Portfolio maturities shall be staggered to avoid undue concentration of assets in a specific maturity sector. Maturities shall be selected that provide stability of income and reasonable liquidity.
 2. Liquidity practices shall be always used to ensure that the next disbursement date and/or payroll date is covered through maturing investments, marketable U.S. Treasury bills or cash on hand.
 3. Risks of market price volatility shall be controlled through maturity diversification so that aggregate price losses on instruments with maturities approaching one year shall not be greater than coupon interest and investment income received from the balance of the portfolio.

G. Safekeeping and Custody

1. All invested assets of the County involving the use of a public funds custodial agreement, as defined in Iowa Code Section 12B.10C, shall comply with all rules adopted pursuant to said Section. All custodial agreements shall be in writing and shall contain a provision that all custodial services be provided in accordance with the laws of the State of Iowa.

2. All invested assets of the County eligible for physical delivery shall be secured by having them held by a third-party custodian. All purchased investments shall be held pursuant to a written third-party custodial agreement requiring delivery versus payment (DVP) and compliance with all rules set out in this Policy.

H. Ethics and Conflict of Interest

1. The Treasurer and all officers and employees of the County involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Any personal investments or loans in excess of \$10,000 in or with any entity with which the County regularly conducts investment business shall be disclosed in writing to the Linn County Board of Supervisors.

I. Reporting

1. The Treasurer shall submit a quarterly investment report summarizing quarter-to-date investment activity, market conditions, and setting forth aggregate amounts invested in each type of instrument authorized in Section V.C of this Policy, and with whom such amounts are invested.

J. Investment Policy Review and Amendment

1. The County Investment Committee shall review the County investment policy from time to time as appropriate. Notice of amendments to the Investment Policy shall be given promptly to all parties noted in Section II of this Policy.

VI. ENFORCEMENT

1. The County Treasurer and the Investment Committee are responsible for ensuring that the County's investment activities comply with this Policy and any applicable document or law related to the County's investment activities

**MEMORANDUM OF UNDERSTANDING
REGARDING REIMBURSEMENT FROM MH/DS OF THE
EAST CENTRAL REGION FOR COUNTY EMPLOYEES**

1. COME NOW the Linn County Board of Supervisors (hereinafter “the County Board”) and the Governing Board of the Mental Health/Disability Services of the East Central Region of Iowa (hereinafter “the Governing Board”) indicate their mutual understanding of the following:
2. Linn County is a member county in and the County Board is a signatory to a 28E Agreement for Mental Health/Disability Services for the East Central Region.
3. The purpose of this Memorandum of Understanding is to establish an entity to provide local access to mental health and disability services for children and adults and to engage in any other related activity in which an Iowa 28E organization may lawfully be engaged, all in compliance with Senate File 2315, Division IV, Section 32, as signed into law on May 25, 2012.
4. The 28E Agreement contemplates that the Region’s Chief Executive Officer, Coordinators of Disability Services, and all support staff will be made up of and will remain employees of the individual member counties and shall be subject to the county’s personnel policies and the region’s applicable policies and procedures.
5. The county’s assignment of the employee to the region is subject to the review of the Governing Board.
6. Pursuant to the 28E Agreement, the portion of the employee’s time and responsibilities that are performed on behalf of the region, the region has the authority to review the employee’s performance and make recommendations that are communicated to the county board of supervisors regarding the employee’s continued appointment by the Governing Board.
7. In so doing, the 28E Agreement requires that there will be statements of understanding between the Governing Board and the individual county Boards of Supervisors that identify the individual employee, the position to be filled, and the portion of the employee’s wages and benefits that will be reimbursed to the county from regional funds.
8. In the event one of the specific employees listed leaves, for whatever reason, her or his employment with Linn County and a new employee is hired to fill that vacant

position, the County Board's representative on the Region's Governing Board shall provide the Governing Board with an updated Exhibit A. The Governing Board shall reimburse the member county for the time an employee spends fulfilling regional functions as defined in Exhibit A. Reimbursement shall include the employee's base salary, benefits, applicable payroll deductions, occupancy expenses, and identified administrative expenses. Each member county agrees to provide the employee with sufficient office space, equipment, supplies and telephone to conduct employee's region responsibilities while working within the member county, which will be reimbursed by the region. The Governing Board shall reimburse the member county for all travel expenses incurred while an employee performs regional work. Reimbursements shall be reviewed annually or as needed when changes to a member county's expenses occur.

9. The Region shall issue funds to each member county for one fourth of the member county's MH/DS combined payroll and occupancy budgeted expenses as identified above by the latest practical claims date before the beginning of the new quarter (July, October, January, and April) in order to ensure that the county receives adequate funds to cover the quarterly administrative expenses.
10. If a county has higher expenditures during a quarter that exceed the quarterly payment, a request for reimbursement will be sent to the region to be considered at the next Regional Governing Board meeting. If a member county expects lower expenditures in any given quarter, the county should notify the region. Adjustments to a county's quarterly distribution will be completed in the fourth quarter, as necessary.
11. Member counties will submit a quarterly report of expenditures to the region for reconciliation purposes. The quarterly report will not impact the next quarterly distribution.
12. The member county is responsible for tracking each employee's time when conducting regional work. The member county must conduct a time study semi-annually, at a minimum, supporting the amount that is reimbursed by the region.
13. This agreement shall be effective for the time period of July 1, 2023 through June 30, 2024. The Governing Board may vote to extend or amend this MOU for FY 25 and beyond.

14. Any disagreements in reimbursement amounts shall be discussed and rectified between the Governing Board and County Board of Supervisors in the same manner disputes are resolved under Section 4.7 of the regional 28E Agreement.

LINN COUNTY
BOARD OF SUPERVISORS

GOVERNING BOARD OF THE MENTAL
HEALTH/DISABILITY SERVICES
OF THE EAST CENTRAL REGION
OF IOWA

By: _____

By: _____

Linn County Chairperson

Dewey Hildebrandt, Chairperson

Signed the ____ day of _____, 2023.

Signed the ____ day of _____, 2023.

Attest: _____
Linn County Auditor

**EXHIBIT A
LINN COUNTY EMPLOYEES**

The region intends to employ or contract for staff for the following functions and responsibilities with the following rates:

Employee Name	Position	% of Wages/Benefits to be Appropriated to Region
Jody Bridgewater	Access Coordinator	100%
Cecilia McCrea	Regional Social Worker	100%
Sarah Montgomery	Income Maintenance Worker – Intake	100%
Rita Burrell	Income Maintenance Worker – Intake	100%
Tina Cottrell	Income Maintenance Worker – Intake	100%
Amy Weaver	Mental Health Advocate	100%

By: _____
Linn County Chairperson

Date: _____

By: _____
Dewey Hildebrandt, ECR Board Chair

Date: _____

EXHIBIT B
MENTAL HEALTH ADVOCATE RESPONSIBILITIES

Advocate Name	Amy Weaver
County(ies) Served	Linn County

In an effort to standardize the advocacy work of court-appointed mental health advocates across the Region, the Linn County Supervisors and Regional Governing Board agree to the following responsibilities:

- Complete all duties outlined in Iowa Code 229.19.
- Complete HIPAA training annually and submit ECR verification form.
- Complete mandatory reporter training every 3 years and submit certificate.
- Enter or update newly assigned individuals (or individuals not previously entered) into CSN, including date of birth, sex, ethnicity, education, and diagnosis.
- In CSN, assign self as advocate; enter initial commitment, type of order, date of commitment, and name of treatment facility per IAC 441-25.56(229).
- Secure CSN release for all clients. If unable to secure release, attempts must be documented.
- Ensure timely updates regarding commitment information in CSN that reflects changes in treatment facility and termination of commitments.
- Maintain an organized, confidential and secure file for each individual serviced. This file may be a combination of physical documents and the CSN record.
- Follow IAC 441-25.54 (229) regarding frequency of contacts; document in CSN.
- By the 15th of each month, submit list of clients, including CSN number, for whom there was a contact in the previous month. This should not include the entire caseload. If desired, advocate may pull this report from CSN.
- Participate in the Region's quality assurance process as delineated in IAC 441-25.57 (229).

Linn County Chairperson

Dewey Hildebrandt, Board Chair
MHDS of the ECR Governing Board

Date: _____

Date: _____

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
for a County Highway Bridge Program Project**

RECIPIENT: Linn County

Project No: BROS-C057(172)--8J-57

Iowa DOT Agreement No: 6-23-HBP-S-011

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the Linn County, Iowa (hereinafter referred to as the RECIPIENT) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). Iowa Code Sections 306A.7 and 307.44 provide for the RECIPIENT and the DEPARTMENT to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds.

The Bridge Formula Program (BFP) and the Surface Transportation Block Grant (STBG) Program make Federal funds available for replacement or rehabilitation of highway bridges on public roads on and off the Federal-aid System. A portion of BFP or STBG funds have been set aside for this purpose and designated as the County Highway Bridge Program (HBP). In the event Highway Infrastructure Program (HIP) funding is available, it may be included for this same purpose.

Pursuant to the terms of this agreement, applicable statutes, and 761 Iowa Administrative Code (IAC) Chapter 161, the DEPARTMENT agrees to provide County HBP funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The RECIPIENT shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Christy VanBuskirk, and the Eastern Region Local Systems Field Engineer, Dillon Feldmann. The RECIPIENT's contact person shall be the County Engineer.
3. The RECIPIENT shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 220721
 - B. Location: Martin Creek Rd over Martin Creek, S11 T83, R06
 - C. Preliminary Estimated Total Eligible Construction Costs: \$300,000
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the DEPARTMENT. Within the eligible project construction limits, eligible project activities will be limited to actual construction costs.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. 100% of the eligible construction project costs incurred after the effective date of this agreement shall be paid from County HBP funds. The RECIPIENT shall pay 100% of the non-eligible project costs. Reimbursed costs will be limited to County HBP funds that are made available to counties through the HBP Funds outlined in 761 Iowa Administrative Code, Chapter 161 and Local Systems Instructional Memorandum [\(I.M.\) 1.100](#) in place at the time of this agreement being fully executed.

7. The RECIPIENT shall pay for all project costs not reimbursed with Highway Bridge Program funds.
8. The RECIPIENT shall let the project for bids through the DEPARTMENT.
9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
11. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the DEPARTMENT.
12. The project shall be let to contract within 3 years of the date this agreement is approved by the DEPARTMENT. If not, this agreement may become null and void, unless the RECIPIENT submits a written request for extension to the DEPARTMENT at least 30 days prior to the 3-year deadline. If approved, this agreement may be extended for a period of time as determined by the DEPARTMENT, but not less than 6 months.
13. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below.

RECIPIENT: Linn County

This agreement was approved by official action of the Linn County Board of Supervisors in official session on the _____ day of _____, _____.

County Auditor

Chair, Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration

By _____
Dillon Feldmann, P.E.
Local Systems Field Engineer
Eastern Region

Date _____, _____

EXHIBIT 1

General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the RECIPIENT shall be responsible for the following:

1. General Requirements.

- a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The RECIPIENT shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the RECIPIENT shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The RECIPIENT agrees to comply with the requirements outlined in [I.M. 1.070](#), Title VI and Nondiscrimination Requirements, which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.
- c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in [I.M. 1.080](#), ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the Iowa DOT Design Manual.
- d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the RECIPIENT will pay initial project costs and request reimbursement from the DEPARTMENT, the RECIPIENT shall report this project on its SEFA. If the DEPARTMENT will pay initial project costs and then credit those accounts from which initial costs were paid, the DEPARTMENT will report this project on its SEFA. In this case, the RECIPIENT shall not report this project on its SEFA.
- f. The RECIPIENT shall supply the DEPARTMENT with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The RECIPIENT shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
 - ii. The RECIPIENT shall comply with the requirements of [I.M. 5.010](#), DBE Guidelines.

- iii. The DEPARTMENT's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

2. Programming.

- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at usaspending.gov.
- c. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in I.M. 1.200, Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

3. Design and Consultant Services

- a. The RECIPIENT shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the DEPARTMENT in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits.

- a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in [I.M. 3.020](#), Concept Statement Instructions; [4.020](#), NEPA Process; [4.110](#) Threatened and Endangered Species; and [4.120](#), Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. [4.170](#), Farmland Protection Policy Act.
- c. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa DEPARTMENT of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of

Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the procedures in I.M. [4.130](#), 404 Permit Process; [4.140](#), Storm Water Permits; [4.150](#) Iowa DNR Floodplain Permits and Regulations; [4.190](#), Highway Improvements in the Vicinity of Airports or Heliports; and [4.160](#), Asbestos Inspection, Removal, and Notification Requirements.

- d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed \$100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

5. Right-of-Way, Railroads and Utilities.

- a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in [I.M. 3.600](#), Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau Local Public Agency Manual. The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even though no Federal funds are used for right-of-way activities. If Federal-aid will not be used in the cost of acquiring right-of-way, acquisition activities may begin prior to FHWA Environmental Concurrence. However, such acquisitions cannot affect the National Environmental Policy Act (NEPA) decision making process.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in [I.M. 3.670](#), Work on Railroad Right-of-Way and [I.M. 3.680](#), Federal-aid Projects Involving Railroads.
- c. The RECIPIENT shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT's Policy for Accommodating Utilities on Primary Road System. The RECIPIENT should also use the procedures outlined in [I.M. 3.640](#), Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the DEPARTMENT, the RECIPIENT shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and approval in accordance with [I.M. 3.700](#), Check and Final Plans and [I.M. 3.500](#), Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.
 - iii. Follow the procedures in [I.M. 5.030](#), Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, and execute the contract documents in Doc Express.
- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in [I.M. 5.120](#), Local Letting Process- Federal-aid.

- d. The RECIPIENT shall forward a completed Project Development Certification (Form 730002) to the DEPARTMENT in accordance with [I.M. 5.050](#), Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.
- e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract award.

7. Construction.

- a. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the DEPARTMENT, the project shall be constructed under the DEPARTMENT's Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the RECIPIENT shall provide materials testing and certifications as required by the approved specifications.
- e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per [Materials I.M. 103](#), Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The RECIPIENT shall follow the procedures in [I.M. 6.000](#), Construction Inspection, and the DEPARTMENT's Construction Manual, as applicable, for conducting construction inspection activities.

8. Reimbursements.

- a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. Reimbursement claims shall be submitted on forms identified by the Department along with all required supporting documentation. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.

- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:
 - i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

9. Project Close-out.

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final audit, in accordance with the procedures in [I.M. 6.110](#), Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The RECIPIENT may be suspended from receiving federal funds on future projects.
- b. For construction projects, the RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the DEPARTMENT accepts the project as complete.
- d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make these materials available at all reasonable times for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the RECIPIENT if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the DEPARTMENT will notify the RECIPIENT of the record retention date.
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT and the FHWA.



CEDAR RAPIDS POLICE DEPARTMENT



LETTER OF TRESPASS

April 12, 2023

(Date)

This letter authorizes the Cedar Rapids Police Department to take whatever action necessary, up to and including arrest, of those people not authorized to be on our property.

Business/Property: Overflow Winter Homeless Shelter
Linn County owns the property and Willis Dady Homless Services operates a homeless shelter
in the building from November 15 - March 31. The building is not used from April 1 - November 14.

Address or Location: 1017 12th Ave. SW, Cedar Rapids, IA 52404

Business hours: The overflow shelter hours are 6 pm - 8 am everyday from November 15 - March 31.
The building is not used (no building hours) from April 1 - November 14.

Names and phone numbers of people to contact about the property after business hours (please print or type)

Steve Nunemaker, Assistant Facilities Manager

Name

(319) 361-7578

Cell Phone/Home Phone

Steve Estenson, Risk Manager

Name

(319) 551-2353

Cell Phone/Home Phone

Name

Cell Phone/Home Phone

Name

Cell Phone/Home Phone

(Signature)

Louis Zumbach
Chairperson, Linn County Board of Supervisors

(Printed Name)

935 2nd Street SW

(Street Address or P.O. Box)

Cedar Rapids, IA 52404

(City, State & Zip Code)

bd-supervisors@linncountyiowa.gov

(email address for future correspondence)

NOTE: This trespass form must be filed yearly or your letter on file will be deleted.

PLEASE RETURN TO:

Administrative Operations
Letter of Trespass
Cedar Rapids Police Department
505 First Street SW
Cedar Rapids, IA 52404.

CRPD Form #783 (Rev 3/2016)



SERVICE AGREEMENT

Purpose. This SERVICE AGREEMENT is hereby entered into by the **LINN COUNTY, IOWA** (hereinafter referred to as "the COUNTY") and the **EAST CENTRAL IOWA COUNCIL OF GOVERNMENTS** (hereinafter referred to as the "SERVICE PROVIDER") for the purpose of contracting with the SERVICE PROVIDER for the preparation of **COMMUNITY DEVELOPMENT BLOCK GRANT- DISASTER RECOVERY (CDBG-DR) APPLICATIONS** (hereinafter referred to as "APPLICATIONS").

Application Preparation. The SERVICE PROVIDER agrees to prepare the APPLICATIONS to be submitted to the Iowa Economic Development Authority (IEDA) CDBG-DR 2020 Derecho Recovery Program for the purpose of funding a generator for the Linn 3rd Fire District and tree replanting through Linn County Conservation.

Terms & Fee. The SERVICE PROVIDER will provide staff services at no charge. In addition to the APPLICATION preparation, the COUNTY agrees, by signing this SERVICE AGREEMENT, to have the SERVICE PROVIDER administer the projects if the APPLICATIONS are successful. The fee for such services will be stipulated in the APPLICATIONS and paid for with CDBG dollars.

Effective Dates. The effective starting date of this SERVICE AGREEMENT shall be April 1, 2023, and the SERVICE AGREEMENT shall remain in effect until the Notice of Award. Upon award of a grant, the COUNTY and the SERVICE PROVIDER shall enter into separate agreements for project delivery and grant administration.

Termination. This SERVICE AGREEMENT may be terminated by either the COUNTY or the SERVICE PROVIDER by submitting written notice of termination to the other party no less than seven (7) days before the end date of this SERVICE AGREEMENT.

This SERVICE AGREEMENT represents the entire and integrated agreement between the COUNTY and the SERVICE PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This SERVICE AGREEMENT may be amended only by written instrument signed by both the COUNTY and the SERVICE PROVIDER.

COUNTY:

Louis Zumbach
Chair, Linn County Board of Supervisors

Date

SERVICE PROVIDER:

Executive Director, ECICOG

Date

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

LINN COUNTY ORDINANCE No. – – 2023

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF LINN COUNTY, IOWA BY REZONING AND CHANGING THE DISTRICT CLASSIFICATION OF CERTAIN PROPERTY LOCATED AT 505 DOWS RD, IOWA FROM THE "AG" AGRICULTURAL ZONING DISTRICT TO THE "RR2" RURAL RESIDENTIAL 2-ACRE ZONING DISTRICT

BE IT ORDAINED by the Board of Supervisors of Linn County, Iowa, in accordance with the Findings of Fact and Conclusions of Law as established in the staff report for rezoning case JR23-0003 or as otherwise established by the Board, as follows:

SECTION 1. ZONING DISTRICT CHANGED. The zoning of property located at 505 Dows Rd; Iowa legally described as:

Beginning at the Northwest corner of said Lot 2; thence North 89° 50' 26" East 556.06 feet along the North line of said Lot 2 to the Northeast corner thereof; thence South 0° 53' 14" East 777.54 feet along the East line of the Northwest Quarter of said Section 20 to the Northeast corner of the South 20 feet of said Lot 2; thence South 89° 50' 26" West 556.06 feet along the North line of said South 20 feet to the Northwest corner thereof; thence North 0° 53' 14" West 777.54 feet along the West line of said Lot 2 to the point of beginning, containing 9.92 acres subject to covenants, easements and restrictions of record.

is hereby changed from the "AG" Agricultural zoning district to the "RR2" Rural Residential 2-Acre zoning district.

SECTION 2. ZONING MAP AMENDED. The Planning and Development Director, or his/her designee, is instructed to modify the Official Zoning Map of Linn County, Iowa to reflect the district classification change described in Section 1.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

SECTION 4. SEVERABILITY. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 6. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Public hearing and first consideration on the 3rd day of April 2023

Second consideration on the 5th day of April 2023

Third and final passage on the _____ day of _____, _____

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

LINN COUNTY BOARD OF SUPERVISORS

Louis Zumbach, Chairperson

Ben Rogers, Vice-Chairperson

Kirsten Running-Marquardt, Supervisor

ATTEST:

Joel D. Miller, Linn County Auditor

STATE OF IOWA)
) SS
COUNTY OF LINN)

I, _____, County Auditor of Linn County, Iowa, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors at a regular meeting of said Board held on _____, 2023 and published as provided by law on _____, 2023

Linn County Auditor

Subscribed and sworn to me this ____ day of _____, 2023.

Notary Public, State of Iowa

LINN COUNTY ASSESSOR

JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5220

LinnCounty.org



April 12, 2023

Mr. Louis J. Zumbach
Chairperson
Linn County Board of Supervisors
935 2nd St SW
Cedar Rapids, Iowa 52404

Dear Mr. Zumbach,

I am writing to present the 2023 Slough Bill Exemptions for approval by the Linn County Board of Supervisors.

This year's request will exempt the following:

Exemption	Urban/Rural	Exempt Acres	Value Lost
Forest Cover	Urban	2.47	\$12,500
Forest Cover	Rural	1309.33	\$1,465,900
Open Prairie	Urban	14.18	\$7,100
Open Prairie	Rural	472.57	\$1,017,100
Rivers & Streams	Rural	35.38	\$25,900
Rivers & Stream Banks	Rural	257.68	\$195,200

Total Rural acres exempted are 2074.96 acres representing \$2,704,100 in assessed value.

Total Urban acres exempted are 16.65 acres representing \$19,600 in assessed value.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jerry Witt', written over a horizontal line.

Jerry Witt, ICA, RES, AAS
Linn County Assessor

RESOLUTION NO. 2023 – 04 –

**A RESOLUTION TO PROVIDE FOR A NOTICE OF PUBLIC HEARING ON THE
PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED TOTAL COST
FOR THE LINN COUNTY FACILITIES DERECHO REPAIRS PRIORITY #5 PROJECT,
AND FOR THE TAKING OF BIDS ON SAID PROJECT**

WHEREAS, it is proposed that the Linn County, Iowa Board of Supervisors (the “Board”) authorize the construction of the public improvement(s) as described in the proposed plans, specifications, and form of contract prepared by Martin Gardner Architecture (the “Project Architect”), which may be hereinafter referred to as the “Linn County Facilities Derecho Repairs Priority #5 Project”, or the “Project”; and,

WHEREAS, the proposed plans, specifications, form of contract, and estimated total cost for the project (the “Contract Documents”) are on file with the Board; and,

WHEREAS, it is necessary to set a time and place for a public hearing on the Contract Documents, to publish a Notice of Public Hearing on the Contract Documents, and to advertise for sealed bids on the Project.

BE IT THEREFORE RESOLVED by the Board as follows:

1. The Board hereby approves the proposed contract documents referred to in this Resolution, as prepared by the Project Architect, in their preliminary form.
2. The Board hereby determines that the Project is necessary and desirable for Linn County (the “County”) and finds that it is in the best interest of the County to proceed toward the construction of the Project.
3. The Board shall hold a public hearing on the proposed contract documents on May 8, 2023, at 10:00 am in the Formal Board Room of the Linn County Public Service Center located at 935 – 2nd Street SW, Cedar Rapids, Iowa, at which time any interested person may appear and file objections to the proposed Contract Documents, and, after hearing objections, the Board may proceed with approval of said Contract Documents.
4. The Board hereby authorizes and directs the publication of a notice of public hearing on the Contract Documents for the Project at least once, not less than four (4) nor more than twenty (20) days before the date of the hearing in one or more newspapers that meet the requirements of Iowa Code Section 618.14.
5. The Board hereby delegates to the Linn County Purchasing Director and/or his designee(s) the duty of receiving bids for the construction of the Project until 2:00 pm on May 5, 2023, at the Jean Oxley Linn County Public Service Center in Cedar Rapids, Iowa.

6. The Board hereby sets May 8, 2023, at 10:00 am in the Formal Board Room of the Jean Oxley Linn County Public Service Center as the time and place that the Board or its designee will open and announce the bids received for construction of the Project, and that the Board will consider said bids.
7. The Board hereby fixes the amount of the bid security to accompany each bid at five (5) percent of the amount of the bid.
8. The Board hereby authorizes and directs advertisement for sealed bids for the Project in accordance with Iowa Code Section 26.3.

PASSED AND APPROVED this 12th day of April 2023.

LINN COUNTY BOARD OF SUPERVISORS

Louis J. Zumbach, Chair

Ben Rogers, Vice Chair

Kirsten Running-Marquardt, Supervisor

ATTEST:

Joel D. Miller, Linn County Auditor

I, Joel Miller, Linn County Auditor, hereby certify that the Linn County Board of Supervisors duly adopted the foregoing resolution at a regular meeting by a vote of: ____ aye, ____ nay, and ____ abstained from voting.

Joel D. Miller, Linn County Auditor

Variances for Open Burning Permits (Urban Services Residential Area – USR)

The Linn County Code of Ordinances 10-63 Open Burning states:

Notwithstanding subsections (a)(1)i. and (a)(3)c. of this section, no person shall allow, cause or permit the open burning of residential waste, including landscape waste and leaves, within one-half mile of Cedar Rapids, Hiawatha or Marion, Iowa which is classified as Urban Services Residential (USR) district in accordance with the Unified Development Code or otherwise incorporated. The effective date of this rule is January 1, 2009.

Currently, the following conditions are part of the open burning permit:

1. Burning shall be conducted ONLY on the property on which the materials were generated.
2. Burning is restricted to ONLY materials listed on the burning permit.
3. Burning must be conducted during the date(s) specified on the permit.
- 4. Burning is to be conducted during daylight hours only (½ hour after sunrise until ½ hour before sunset).**
5. Fires must be attended at all times during the burning. The attendant shall have the burning permit in his or her possession at the time of burning.
6. Burning shall be conducted only on "GREEN" or "YELLOW" days as indicated by the Air Quality Index. Call (319) 892-6000 or visit <https://www.linncountyiowa.gov/1429/Outdoor-Air-Quality/> for the daily condition and forecast.
7. Burning shall not be conducted during periods of high winds. The open burn shall only be initiated after a period of 30 minutes of wind speeds less than 15 mph as reported by the National Weather Service – Quad Cities Office (NWS) for your area. Should wind increase to speeds greater than 15 mph after the burn has been initiated, then no additional material shall be added to the burn until the wind returns to a speed less than 15 mph for 30 minutes.
8. If at any time the burning causes or may tend to cause smoke to blow onto or across a road or highway, it is the responsibility of the person initiating the burn to post flag-persons on affected roads.

If a variance to the Linn County Code of Ordinances is approved by the Board of Supervisors, the Air Pollution Control Officer recommends the following:

- The individual applies for an open burning permit, pays the required fee, and adheres to all permit requirements.
- The variances are only granted for the USR areas that are unincorporated (note that some of the USR areas are within the city limits of Robins, Fairfax, Bertram, etc.).
- The variances are granted for storm debris only (note that this may be unenforceable in a practical sense but would trust that the citizen would be honest).

All variances to open burning regulations are required to be submitted to the Iowa Department of Natural Resources per contract 23ESDAQBCPAUL-0001.

Respectfully Submitted,

Wanda Reiter Kintz

Wanda Reiter Kintz, Ph.D.
Air Pollution Control Officer



BOARD OF SUPERVISORS LINN COUNTY, IOWA

Title: Post-Bid General Contractor
Compliance Questionnaire

Policy Number: OP-028

Responsible Department: Board of Supervisors | Administration

Revision No:
–

Revision Date:
–

Policy Effective Date:
04/12/2023

Expiration Date:
Until repealed.

Initial Approval Date: 04/12/2023
BOS Minutes: 04/10/2023, 04/12/2023

Distribution: Intranet

I. PURPOSE & OBJECTIVES

Iowa Code Chapter 26, the Iowa Construction Bidding Procedures Act, governs the bidding and award of public improvement projects undertaken by Linn County ("County"). Iowa Code Section 26.9.1 states, in part, "The contract for the public improvement must be awarded to the lowest responsive, responsible bidder," and allows a governmental entity to obtain information from the lowest responsive bidder to determine the Bidder's responsibility.

The purpose of this policy is to establish guidelines to obtain information from a contractor identified as the lowest responsive bidder on certain County public improvement projects to help determine the contractor's ability to perform and complete the work required by the contract documents, and to determine its subcontractors' compliance with applicable laws and regulations.

II. SCOPE

This policy applies to all public improvement projects approved by the Linn County Board of Supervisors ("Board") with an estimated total cost greater than \$1million, subject to the exceptions listed in Section III. However, if, in the opinion of the Board, the strict application of this policy in a specific instance does not serve the best interests of the County, the Board may waive or modify the provisions of this policy.

III. EXCEPTIONS

- Emergency work or repair or maintenance work when needed to ensure the continuous operations of a County department or facility, or to mitigate a condition that could present a hazard to the health, safety, or property of the County, County employees, and/or the public
- Horizontal infrastructure projects funded by the Secondary Roads Fund

- Projects funded with federal, state, or other funding that prohibits or limits the use of the Questionnaire
- Projects paid for by private funds if the donor(s) offer funds to the County for construction of a public improvement for use by the public and such funds are conditioned on private construction of the public improvement, and the County does not contribute any funds to such construction

IV. DEFINITIONS

Estimated Total Cost: The estimated total cost to the County to construct a public improvement, including the cost of labor, materials, equipment, and supplies, but excluding the cost of architectural, landscape architectural, or engineering design services and inspection.

Horizontal Infrastructure: Publicly owned roads, bridges, or culverts.

Lowest Responsive Bidder: The bidder that submitted the apparent lowest bid, without correction of numerical discrepancies, consideration of alternates, or determination of responsibility, that provides all the information required in a Notice to Bidders issued by the County. The Lowest Responsive Bidder is not necessarily the Successful Bidder.

Public Improvement: A building or construction work that is constructed under the control of the County paid for in whole or in part with Linn County funds or for which a commitment has been made prior to construction by the County to pay for the project in whole or in part with County funds.

Repair or Maintenance Work: The preservation of a public building, facility, or structure so that it remains in sound or proper condition, including minor replacements and additions as needed to restore the building, facility, or structure to its original condition with the same design.

Vertical Infrastructure: Buildings, appurtenant structures, utilities, incidental street remove improvements including sidewalks, site development features, recreational trails, and parking facilities. Vertical infrastructure does not include any work constructed in conjunction with or ancillary to highway, street, bridge, or culvert projects, including but not limited to utilities and sidewalks.

V. PROVISIONS

- A. The County will require the Lowest Responsive Bidder on any public improvement project with an estimated total cost greater than \$1 million to complete and submit a Post-Bid General Contractor Compliance Questionnaire ("Questionnaire") within 14 days of receiving notice that it is the Lowest Responsive Bidder.
- B. The Board will not award a contract for a public improvement project until the Lowest Responsive Bidder submits a fully completed Questionnaire and all applicable attachments.

- C. The Board may determine that a bidder that does not return the Questionnaire on time is "non-responsive."
- D. The County will ensure that a public improvement project architect or engineer lists the Questionnaire submission requirement in the Notice to Bidders for the project.

VI. ENFORCEMENT

The Linn County employee overseeing a public improvement project has the responsibility to enforce this policy and to enlist the cooperation of other County employees in accomplishing its purpose and objectives.

Linn County, Iowa
Post-Bid General Contractor Compliance Questionnaire

Project Name: _____

Project Location: _____

The Linn County Board of Supervisors ("Board") provides this Questionnaire to the general contractor identified as the apparent low bidder ("Bidder") for the above-captioned project ("Project") in accordance with Iowa Code Section 26.9.1, which states in part, "The contract for the public improvement must be awarded to the lowest responsive, responsible bidder" and with Iowa court decisions that allow governmental entities to consider factors other than price in determining the lowest responsible bidder.

The Bidder must return the fully completed Questionnaire and all applicable attachments within 14 calendar days of receiving notice that it is the apparent low bidder on the Project. The Board will not proceed with awarding a contract for the Project until the Bidder returns the fully completed Questionnaire and all applicable attachments. Further, the Board may determine that a bidder that does not return the Questionnaire on time is "non-responsive."

1. Full Legal Name of Bidder _____

Principal Place of Business _____

Telephone _____ Fax _____

Email _____

2. List all other names under which the Bidder currently operates or has operated in the past five (5) years.

3. Which of the following best describes the legal structure of the Bidder's business?

Sole Proprietorship ☐

Partnership ☐

LLC ☐

Corporation ☐

Other ☐ _____

4. Provide the Bidder's contractor registration number, the full names of registration holders, and the Contractor Registration expiration date.

Registration Number_____

Registration Holder_____

Registration Holder_____

Contractor Registration Expiration Date _____

5. How many years has the Bidder been in business? _____
6. How many full-time employees does the bidder employ? _____
7. What types of work does the Bidder usually self-perform?

8. Has any entity ever suspended or revoked the Bidder's contractor registration?

Yes ☐ No ☐

If yes, attach information about the suspension or revocation and all relevant documents.

9. Within the past three (3) years has Bidder defaulted on a contract or been disqualified, removed, or otherwise prevented from bidding on or completing any project?

Yes ☐ No ☐

If yes, provide the year of the incident, the name, address, and telephone number of the owner of the project, and the project name and location on a separate sheet.

10. Has Bidder ever been unable to obtain a bond or been denied a bond?

Yes ☐ No ☐

If yes, please provide all relevant details on a separate sheet.

11. Within the past five (5) years has Bidder ever failed to complete any work awarded to it?

Yes ☐ No ☐

12. Does Bidder attest it will comply with applicable minimum wage laws?

Yes ☐ No ☐

13. Does Bidder attest it will maintain workers' compensation insurance or that it is a qualified self-insurer that can provide proof of insurance or proof of ability to self-insure?

Yes ☐ No ☐

14. Will the Bidder license Bidder's employees with the appropriate licensing authority?

Yes ☐ No ☐

15. Is Bidder currently under investigation for, or was the Bidder found in violation of any of the following state or federal laws in the past five (5) years: the Iowa Competition Law; Iowa Centralized Employee Registry reporting requirements; the Iowa Employment Security Law; the Iowa Hazardous Chemical Risks Right to Know Act; Iowa individual income, corporate, and franchise tax laws; the Iowa Labor Commissioner and inspectors right to enter premises; Iowa minimum wage requirements; Iowa non-English speaking employee laws; Iowa Occupational Safety and Health standards ("willful" violation); Iowa sales and use tax laws; the Iowa Wage Payment Collection Law; Iowa workers' compensation laws; the Fair Labor Standards Act; federal income, corporate income, and employment tax codes and regulations; the federal Occupational Safety and Health Act ("willful" violation); or the National Insurance and Social Security Act?

Yes ☐ No ☐

If yes, please provide all relevant details on a separate sheet.

16. Has a court or agency of competent jurisdiction found the Bidder to be delinquent in meeting its obligations under local, state, or federal tax laws within the last five (5) years? (Delinquent includes, but is not limited to, failure to file, failure to pay, or imposition of tax liens)

Yes ☐ No ☐

If yes, please provide all relevant details on a separate sheet.

17. Are there any judgements, arbitration proceedings, or suits pending or outstanding against Bidder or its officers that relate to, arise out of, or are in the course of the Bidder's business?

Yes ☐ No ☐

If yes, please provide all relevant details on a separate sheet.

18. List, on a separate sheet, each project over \$1 million in value currently under contract by the Bidder. Provide the name of the project, owner, architect, project manager, project superintendent, and other key personnel, contract amount, percent of work complete, and scheduled completion date.
19. List, on a separate sheet, all projects over \$1 million in value completed by Bidder in the past five (5) years. Provide the name of the project, owner, architect, project manager, project superintendent, and other key personnel, contract amount, scheduled completion date, final completion date, owner-approved time extensions, and percentage of the total project performed by Bidder's employees.
20. List, on a separate sheet, the names of the employees that Bidder intends to designate as the project manager, project superintendent, and any other key positions on this project. Include a resume and/or recent work history for every person listed.
21. Does Bidder affirm that it will retain only subcontractors that can comply fully with the bid specifications and the requirements listed in the Post-Bid Subcontractor Compliance Requirements?
- Yes ☐ No ☐
22. Does Bidder affirm that it will be responsible for ensuring that each subcontractor meets the Post-Bid Subcontractor Compliance Requirements?
- Yes ☐ No ☐
23. Provide, on a separate sheet, a list of all subcontractors the Bidder intends to assign, sublet, or subcontract to for any work over \$25,000. If the Bidder wishes to replace any originally designated Subcontractor or to add a Subcontractor, Bidder may do so only with the approval of the Linn County Board of Supervisors, which it will not withhold unreasonably.
24. Will Bidder, upon request, make available to Linn County, or its representative(s), documentation to satisfy the County, in the County's sole discretion, that the Bidder's workers used on this project are actual employees, with unemployment and workers' compensation coverage, and not "leased employees" or independent contractors?
- Yes ☐ No ☐

25. Will Bidder only use on-site employees who have completed the OSHA 10-hour Construction Industry Training Program?

Yes ☐

No ☐

If yes, provide Contractor's Federal ID Number _____

Name and Address of Contractor's Registered Agent

26. List the name, address, phone number, and contact person for three (3) entities that will provide a professional reference for the Bidder.

Name	Address	Phone Number	Contact Person
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_____	_____	_____	_____
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_____	_____	_____	_____
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_____	_____	_____	_____
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I hereby certify on behalf of the Bidder that:

1. All the information provided by me in this Questionnaire is true and correct to the best of my knowledge.
2. I am authorized to sign this Questionnaire on behalf of the Bidder.
3. I will immediately provide the Linn County Board of Supervisors Office with updated accurate information in writing, prior to the execution of any project contract, if any of the information I have provided herein is or becomes inaccurate.
4. I hereby authorize any person or entity named herein to provide Linn County with any information needed to verify the responses to this Questionnaire.

Full Legal Name of Bidder _____

By: _____
Signature Title

Type/Print Name Date

State of Iowa
County of Linn

Signed before me on _____, 20____

by _____

Notary Public in and for the State of Iowa

Linn County
Post-Bid Subcontractor Compliance Requirements

Project Name: _____

Project Location: _____

The following requirements are intended for inclusion in the Contractor's Qualification sections of the Bid Specifications, which the General Contractor is required to manage along with all other quality assurance requirements.

1. Subcontractors must not be under current investigation for, or within the last five (5) years found to be in violation of any of the following: Iowa child labor laws; the Iowa Competition Law; Iowa Centralized Employee Registry reporting requirements; the Iowa Employment Security Law; the Iowa Hazardous Chemical Risks Right to Know Act; Iowa individual income, corporate, and franchise tax laws; the Iowa Labor Commissioner and inspectors right to enter premises; Iowa minimum wage requirements, Iowa non-English speaking employee laws; Iowa Occupational Safety and Health standards ("willful" violation); Iowa sales and use tax laws; the Iowa Wage Payment Collection Law; Iowa workers' compensation laws; the Fair Labor Standards Act; federal income, corporate income, and employment tax codes and regulations; the federal Occupational Safety and Health Act ("willful" violation); or the National Insurance and Social Security Act
2. Subcontractors will only use Subcontractor on-site employees who have completed the Occupational Safety and Health Act (OSHA) 10-hour Construction Industry Training Program.
3. Subcontractors must properly license employees with the appropriate licensing authority.
4. All Subcontractors, including a Subcontractor of a Subcontractor, will use only workers on this project who have unemployment and workers' compensation coverage provided by the Subcontractor by which the worker is employed. Subcontractors will provide the General Contractor with such documentation that is necessary to satisfy the General Contractor that the Subcontractor is in compliance with this provision.
5. Subcontractors are not required to use apprentices on this project. However, if Subcontractor chooses to employ apprentices on this project, Subcontractor must provide, upon request of the General Contractor, evidence that each of the apprentices on this project is participating in and registered with a DOL-approved apprentice or training program or substantially equivalent apprenticeship or training program.