

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

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

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

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Wednesday, March 9, 2022

11 a.m.

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

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

Consent Agenda

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

Approve and authorize Chair to sign a Vacancy Form requesting an Administrative Coordinator for the Sheriff's office.

Approve and authorize Chair to sign a Vacancy Form requesting a Design Technician for the Secondary Road Department

Resolutions

Resolution authorizing conveyance to Delores J. Neilsen and Melinda E. Dolan of Linn County, Iowa's interest of vacated right-of-way along former Vermont Way west of Lot 1, Block 7 in Waubeek.

Resolution authorizing Chair to sign Quit Claim Deed conveying Linn County, Iowa's interest to Delores J. Neilsen and Melinda E. Dolan of the vacated right-of-way along former Vermont Way west of Lot 1, Block 7 in Waubeek.

Resolution to approve a final plat for Prairie Landing Third Addition, case JF22-0002.

Resolution to establish speed limits on Roosevelt Street as follows:

- 55 mph for west bound traffic on the county portion of Roosevelt Street beginning 1,350' west of Longworth Avenue in section 26-85-7.
- 40 mph for east bound traffic on the county portion of Roosevelt Street from 1,350' west of Longworth Avenue to 570' west of Longworth Avenue in section 26-85-7.
- 25 mph for east bound traffic on the county portion of Roosevelt Street beginning 570' west of Longworth Avenue east to the city portion of Roosevelt Street in section 26-85-7.

Contract and Agreements

Approve and authorize Chair to sign a Business Associate Agreement between Linn County and Hands Up Communications for interpretation and translation services at the Mental Health Access Center.

Approve and authorize Chair to sign a Quit Claim Deed to Delores J. Neilsen and Melinda E. Dolan of Linn County, Iowa's interest of vacated right-of-way along former Vermont Way west of Lot 1, Block 7 in Waubeek.

Approve and authorize Chair to sign a Memorandum of Understanding (MOU) regarding reimbursement from MH/DS of the East Central Region for Linn County Employees

Approve and authorize Chair to sign a 28E Agreement with Linn County Conservation Board for recreational trail crossing maintenance.

Approve and authorize Chair to sign a purchase agreement between Kirk & Kimberly Osborn and Linn County for a Temporary Construction Easement regarding Megger's First Addition adjacent to Secrist Road and subsequent donation-exchange of vacated railroad right-away and authorize Chair to sign the purchase agreement.

Approve and authorize Chair to sign a professional services proposal from Design Dynamics, Inc. for a Wickiup Hill Outdoor Learning Center HVAC study in the amount of \$8400.00

Rescind the award to Crawford Quarry Co. for 3/8" Chips for 2022 Dust Control for the Main Shop in the amount of \$25,875.00.

Award bid and authorize Chair to sign contract for 3/8" Chips for 2022 for the Main Shop to the next lowest bidder, Wendling Quarry, Inc. in the amount of \$27,450.00.

Approve and award purchase order PO259 to Coleman Moore Company for erosion control material in the amount of \$19,653.00 for the Secondary Road Department.

Approve and award purchase order PO260 to Midwest Bowie Sales Inc. for a hydroseeder in the amount of \$122,010.00 for the Secondary Road Department

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 of an Ordinance Amendment, rezoning case JR22-0001, request of Midwest Development Co., owners, to rezone approximately 4.5 acres located in the 8000 Block of C Ave, from AG (Agricultural) district to USR (Urban Services Residential) district.

Second consideration for rezoning case JR22-0002, request to rezone property located at 424 Rosedale Rd, from the AG (Agricultural) district to RR2 (Rural Residential 2-Acre) district, approximately 50.28 acres, Benjamin & Keri Dahl, owners.

Second consideration for rezoning case JR22-0003, request to rezone property located at 3010 C Avenue Extension, from the AG (Agricultural) district to the USR (Urban Services Residential) district, approximately 5.72 acres, Robert Schmitt, owner.

Discuss and decide on an American Rescue Plan Act (ARPA) Agreement between Linn County and Prospect Meadows.

Discuss and decide on a Resolution Approving Compensation for Attorneys Appointed by the District Court.

Discuss and decide on a Resolution Awarding Contract for the Priority #1 Linn County Facilities Derecho Repairs Project

Public Comment: Five Minute Limit per Speaker

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

Board Member Reports

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.

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

LinnCounty.org



VACANCY FORM

SELECT ONE:

☒ NEW POSITION

☐ REPLACEMENT

REPLACES: _____

SELECT ONE:

☒ NEW JOB CLASSIFICATION

☐ EXISTING JOB CLASSIFICATION

JOB TITLE: Administrative Coordinator - Confidential

DEPARTMENT: Sheriff - Administration

SHIFT/HOURS: Monday-Friday 0800-1700

VACANCY DATE: 3/3/2022

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if applicable):

☐ BUDGET OFFER

☐ GRANT FUNDING

☐ OTHER: _____

NEW POSITION FUNDING SOURCE(S):

current dept budget; replaced
AAI - Confidential position

POST TO INSIDE: ☒ YES ☐ NO

ADVERTISE: ☒ YES ☐ NO

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

POSITION TYPE:

☒ FULL-TIME ☐ PART-TIME _____ # of hours/week ☐ TEMPORARY/SEASONAL

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

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

☐ Attorneys ☒ Conservation ☐ Sergeants ☐ PPME

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: [Signature]
DEPARTMENT HEAD (original signature required)

3-3-22
DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: New Confidential position for Sheriff's Office only

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: Lisa D. Peavee
HUMAN RESOURCES DIRECTOR

3-3-22
DATE

APPROVED BY: [Signature]
FINANCE/BUDGET DIRECTOR

3/4/22
DATE

APPROVED BY: _____
CHAIRPERSON/BOARD OF SUPERVISORS

DATE



Linn County, Iowa
Classification:
Administrative Coordinator

<u>Department</u>	<u>Grade</u>	<u>FLSA Status</u>	<u>Position #</u>
Sheriff's Office	24	Non Exempt	

CLASS SUMMARY:

Performs administration of a variety of Sheriff's Office programs and processes including training, promotions and recruitment. Provides executive level administrative support for the Sheriff and command staff. Knows the County's Customer-Centered Culture principles, the County's Mission, Strategic Plan and Core Values and demonstrates a commitment to customer satisfaction for all customers on a regular basis.

ESSENTIAL DUTIES:

This class specification represents only the core areas of responsibilities; specific position assignments will vary depending on the needs of the department.

Performs administrative support activities for Sheriff's Office command staff including: scheduling and coordinating events; making travel and training arrangements; taking and transcribing minutes; creating and proofing correspondence, reports and presentations; monitoring key card access; tracking activity and budget data; verifying timesheets and payroll; ordering supplies; acting as a liaison of Sheriff with internal and external contacts; and updating website information.

Administers the Sheriff Office recruitment processes and materials including: coordinating with HR, Civil Service Commission, internal staff, and other agencies; updating and placement of job postings and recruitment materials; confirming activities and dates; verifying documentation; administering and scoring of tests; developing background check and candidate packets for staff; and responding to questions and requests for information.

Administers the Sheriff Office training process and record management including: acting as records custodian; developing the training schedule; coordinating registrations and travel arrangements; updating and maintaining training materials and records; researching and making recommendations for training; responding to questions and requests for information; and ensuring currency of required staff certifications and licenses.

Administers the Sheriff Office promotional process including: coordinating with the Civil Service Commission; administering and scoring promotional exam; and responding to questions and requests for information.

Produces, researches, processes, and/or analyzes a variety of information and/or data. Prepares reports summarizing project, study, and/or program data; analyzes related data; and makes recommendations based on findings.

Coordinates and administers assigned and special programs, projects, and/or events, which includes: publicizing programs; maintaining files; monitoring statistics; recommending updates; and performing other related activities.

Knows the County's Customer-Centered Culture principles, the County's Mission, Strategic Plan and Core Values and demonstrates them on a regular basis. Collaborates with customers to enhance Customer Satisfaction. Knows the products they personally produce



Linn County, Iowa
Classification:
Administrative Coordinator

and the customers of each product. Listens to the "Voice of the Customer" and closes gaps between customer expectations and experience whenever possible.

Performs other duties as assigned; regular work attendance required.

TRAINING AND EXPERIENCE REQUIRED:

FORMAL EDUCATION:

Associate's degree in a related field is required.

EXPERIENCE:

Four (4) years of experience in an administrative capacity of increasing responsibility is required.

NOTE:

Additional relevant education or directly related experience may count towards minimum qualifications on a year for year basis at the discretion of the hiring manager.

SPECIAL REQUIREMENTS:

- Must pass a County physical examination which includes a drug test after offer of employment.
- Valid Driver's License
- Subject to credit and criminal history review.
- Must pass a 60 wpm keyboard test and successfully complete Intermediate level Word and Excel tests administered by the Human Resources Department.
- State of Iowa Notary Public
- Iowa Law Enforcement Academy Certified Proctor
- Iowa NCIC Computer Certification

REPORTING RELATIONSHIPS:

- Reports to: Sheriff or designee
- Supervisory: None

COMPETENCIES:

- Interpersonal: Interaction with other department heads and other employees as well as external agencies is required. Ability to handle customer (internal and external) complaints and requests, vendors, staff and employees of the County
- Writing: Ability to prepare correspondence, memos, minutes of meetings, manuals, reports, and forms.



Linn County, Iowa
Classification:
Administrative Coordinator

- **Math:** Requires ability to work accurately with numbers including checking totals and account codes and receipt numbers. Ability to perform basic math skills and computations.
- **Reasoning:** Work requires analysis and judgment in accomplishing diversified duties. Requires the exercise of independent thinking and initiative within the limits of policies, standards, and precedents.
- **Machines, Tools, Equipment and Work Aids:** Computer and peripherals, general office equipment, Microsoft Office and its applications, internet browsers, GroupWise, VOIP telephone system, and audiovisual equipment.

ADA AND OTHER REQUIREMENTS:

Positions in this class typically require: Reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, seeing and repetitive motions.

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

NOTE:

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the business needs of the department.

ADMINISTRATIVE:

New: December 1, 2021

Revision Date:

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

LinnCounty.org



VACANCY FORM

SELECT ONE:

☒ NEW POSITION

SELECT ONE:

☐ NEW JOB CLASSIFICATION

JOB TITLE: Design Technician

DEPARTMENT: Secondary Road

VACANCY DATE: Immediately

REASON TO ADD NEW POSITION (if applicable):

☐ BUDGET OFFER

☐ GRANT FUNDING

☒ OTHER: Changing position to lower classification

☒ REPLACEMENT

REPLACES: Curtis Logan

☒ EXISTING JOB CLASSIFICATION

SHIFT/HOURS: 40 hours per week

NUMBER OF POSITIONS: 1

NEW POSITION FUNDING SOURCE(S):

Design Engineer vacancy will be filled with the lower job classification of Design Technician

POST TO INSIDE: ☒ YES ☐ NO

ADVERTISE: ☒ YES ☐ NO

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

POSITION TYPE:

☒ FULL-TIME ☐ PART-TIME _____ # of hours/week ☐ TEMPORARY/SEASONAL

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

☐ BARGAINING UNIT: ☐ Clerical ☐ Maintenance ☐ Para Professional ☒ Professional
☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: [Signature]
DEPARTMENT HEAD (original signature required)

3/3/2022
DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: _____

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: [Signature]
HUMAN RESOURCES DIRECTOR

3-3-22
DATE

APPROVED BY: [Signature]
FINANCE/BUDGET DIRECTOR

3/4/22
DATE

APPROVED BY: _____
CHAIRPERSON/BOARD OF SUPERVISORS

DATE

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

RESOLUTION # _____
AUTHORIZE CONVEYANCE OF VACATED RIGHT-OF-WAY

WHEREAS, the Board of Supervisors, Linn County, Iowa, is empowered under §331.361, Code of Iowa, to dispose of the interest of Linn County, in real property, and,

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

LEGAL DESCRIPTION

The east 30 feet of vacated Vermont Way as recorded in Resolution 2006-4-42, Bk 6303, Pg 342, Linn County Recorders Office, lying south of Waubeek Road ROW and west of Lot 1, Block 7. Located in Original Town of Waubeek, Section 19, T.85N., R.05W., Linn County, Iowa. Said area is subject to easements and restrictions of record or use.

and,

WHEREAS, Delores J. Neilsen and Melinda E. Dolan, owners of real property adjacent to the above described parcel of vacated right-of-way desire to obtain whatever interest Linn County, Iowa may have in the above described parcel of vacated right-of-way, and

WHEREAS, the Board of Supervisors, Linn County, Iowa, has pursuant to §331.361, Code of Iowa, conducted a public hearing upon the proposal to convey by quit claim deed whatever interest Linn County, Iowa, may have in the above described parcel of vacated right-of-way.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, this date met in lawful session that whatever interest Linn County, Iowa, may have in the above described parcel of vacated right-of-way shall be conveyed to Delores J. Neilsen and Melinda E. Dolan, owners of real property adjacent to the above described vacated right-of-way, by quit claim deed.

BE IT FURTHER RESOLVED that the Chairperson of the Board of Supervisors, Linn County, Iowa, hereby authorize to execute said quit claim deed conveying whatever interest Linn County, Iowa, may have in the above described parcel of vacated right-of-way to Delores J. Neilsen and Melinda E. Dolan.

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

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Chairperson

Vice Chairperson

Supervisor

ATTEST:

Linn County Auditor

STATE OF IOWA)
COUNTY OF LINN)SS

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

Linn County Auditor

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

Notary Public, State of Iowa

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

RESOLUTION # _____
APPROVE QUIT CLAIM DEED

WHEREAS, there is presented to the Board of Supervisors, Linn County, Iowa, for its approval, a quit claim deed executed and acknowledged by _____, Chairperson of the Board of Supervisors, Linn County, Iowa, and _____, County Auditor of Linn County, Iowa, conveying the interests of Linn County, Iowa, to Delores J. Neilsen and Melinda E. Dolan, and

WHEREAS, said deed conveys the following real estate described as follows:

LEGAL DESCRIPTION

The east 30 feet of vacated Vermont Way as recorded in Resolution 2006-4-42, Bk 6303, Pg 342, Linn County Recorders Office, lying south of Waubeek Road ROW and west of Lot 1, Block 7. Located in Original Town of Waubeek, Section 19, T.85N., R.05W., Linn County, Iowa. Said area is subject to easements and restrictions of record or use.

and

WHEREAS, said deed was executed by _____, Chairperson of the Board of Supervisors, Linn County, Iowa, and _____, County Auditor of Linn County, Iowa, pursuant to resolution _____ adopted by the Board of Supervisors, Linn County, Iowa, on the _____ day of _____, 20____.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, this date met in lawful session, that the above described quit claim deed, dated the ____ day of _____, 20____, conveying whatever interest Linn County, Iowa, may have, to Delores J. Neilsen and Melinda E. Dolan, be and the same is hereby approved.

Resolved this _____ day of _____, 20____, at Cedar Rapids, Iowa.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Chairperson

Vice Chairperson

Supervisor

ATTEST:

Linn County Auditor

STATE OF IOWA)
COUNTY OF LINN)SS

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

Linn County Auditor

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

Notary Public, State of Iowa

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING A FINAL PLAT

WHEREAS, a final plat of Prairie Landing Third Addition (Case #JF22-0002) to Linn County, Iowa, containing four (4) lettered lots, Lot A, Outlot A, Outlot B and Outlot C, has been filed for approval, a subdivision of real estate located in Section 26, Township 84 North, Range 7 West of the 5th P.M., Linn County, Iowa, described as follows:

PRAIRIE LANDING THIRD ADDITION IS A SUBDIVISION OF THE SOUTH FIFTY (50) FEET AND THE EAST FIFTY (50) FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (N.E.1/4-N.W.1/4) IN SECTION TWENTY-SIX (26) AND THE EAST FIFTY (50) FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (S.E.1/4-S.W.1/4) IN SECTION TWENTY-THREE (23) ALL IN TOWNSHIP EIGHTY-FOUR NORTH (T84N), RANGE SEVEN WEST (R7W) OF THE FIFTH PRINCIPAL MERIDIAN, LINN COUNTY, IOWA. PARCEL CONTAINS 4.50 ACRES, SUBJECT TO 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 December 15, 2021 as last amended on January 18, 2022 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

1. Outlots A, B, and C shall be provided no additional access. Outlot A shall be accessed from Lot 22 of Prairie Landing First Addition. Outlot B shall be accessed from Lot 23 of Prairie Landing First Addition. Outlot C shall be accessed through the future streets and lots of Prairie Landing First Addition.
2. Road agreement with conditions similar to final plat cases. County Standard Specifications, Section 1.

IOWA DEPARTMENT OF TRANSPORTATION

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

LINN COUNTY PUBLIC HEALTH DEPARTMENT

No conditions to be met.

NATURAL RESOURCES CONSERVATION SERVICE

No conditions to be met

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 State of Iowa Code requirements, 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 outlots will be considered nonconforming until brought into conformance with the Linn County UDC. The proposed final plat shall require the note: "The outlots may only be developed in accordance with all development regulations in effect at the time development is proposed."
6. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.
7. All applicable conditions for concurrent rezoning case JR22-0001 shall be met prior to approval of final plat bound copies.
Rezoning case JR22-0001 will be finalized when final plat bound copies are ready to be approved by the Linn County Board of Supervisors.
8. One original and one complete copy of the final plat bound documents that must include the following:
 - i. Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
 - ii. Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
 - iii. Surveyor's certificate
 - iv. Auditor's certificate
 - v. Resolution of the Planning and Zoning Commission
 - vi. Resolution of the Board of Supervisors
 - vii. Resolution of approval or waiver of review by applicable municipalities
 - viii. Treasurer's certificate
 - ix. Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the UDC..
 - x. Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
 - xi. Ten original signed plat drawings
 - xii. A covenant for a secondary road assessment
9. The final plat bound documents must be approved by the Linn County Board of Supervisors on or before **JANUARY 18, 2023** 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 March 9, 2023 to be valid.

Passed and approved this 9th day of March, 2022

Linn County Board of Supervisors

Chair

Vice Chair

Chair

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Board of Supervisors
March 9, 2022
Resolution # _____
JF22-0002
Page 4 of 4

Linn County Engineer

Brad Ketels, Engineer

State of Iowa)
) SS
County of Linn)

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

___ Aye ___ Nay ___ Abstain ___ Absent

Joel Miller

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

on this _____ day of _____, 2022.

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 # _____

ESTABLISH SPEED LIMIT

WHEREAS, portions of Roosevelt Street are located in the city of Alburnett and unincorporated Linn County, and

WHEREAS, it is good engineering practice to provide uniform, consistent speed limits.

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors, meeting in regular session, and upon recommendation of the Linn County Engineer that the public would be better served and safety enhanced by changing the speed limit as follows:

- 55 mph for west bound traffic on the county portion of Roosevelt Street beginning 1,350' west of Longworth Avenue in section 26-85-7.
- 40 mph for east bound traffic on the county portion of Roosevelt Street from 1,350' west of Longworth Avenue to 570' west of Longworth Avenue in section 26-85-7.
- 25 mph for east bound traffic on the county portion of Roosevelt Street beginning 570' west of Longworth Avenue east to the city portion of Roosevelt Street in section 26-85-7.

The Board of Supervisors declare these signs to be legal, valid and enforceable and directs the County Engineer to erect said signs in accordance with the provisions of the Code of Iowa.

Moved by Supervisor _____ Seconded by Supervisor _____
that the above resolution be adopted this ____ day of _____, 2022 by a vote of _____ aye ____ nay and
_____ abstain from voting.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Chairperson

Vice Chairperson

Supervisor

ATTEST:

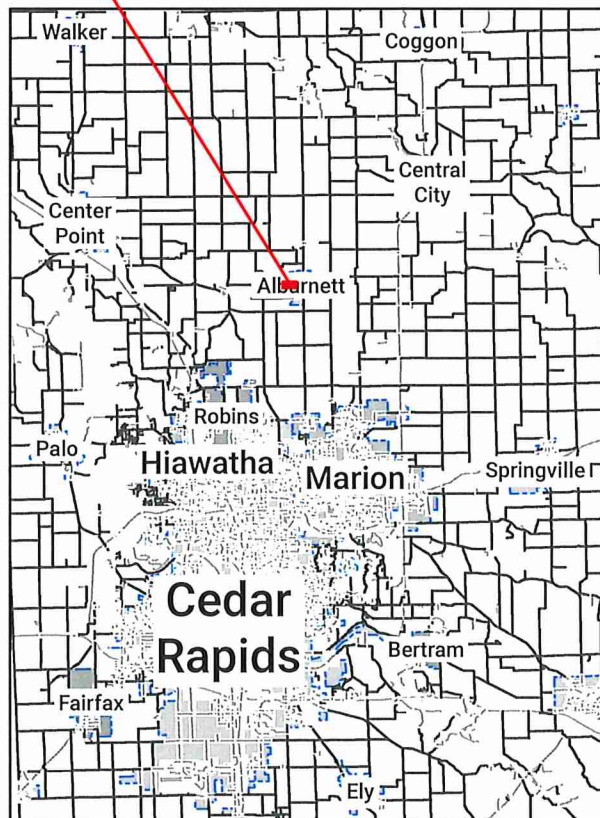
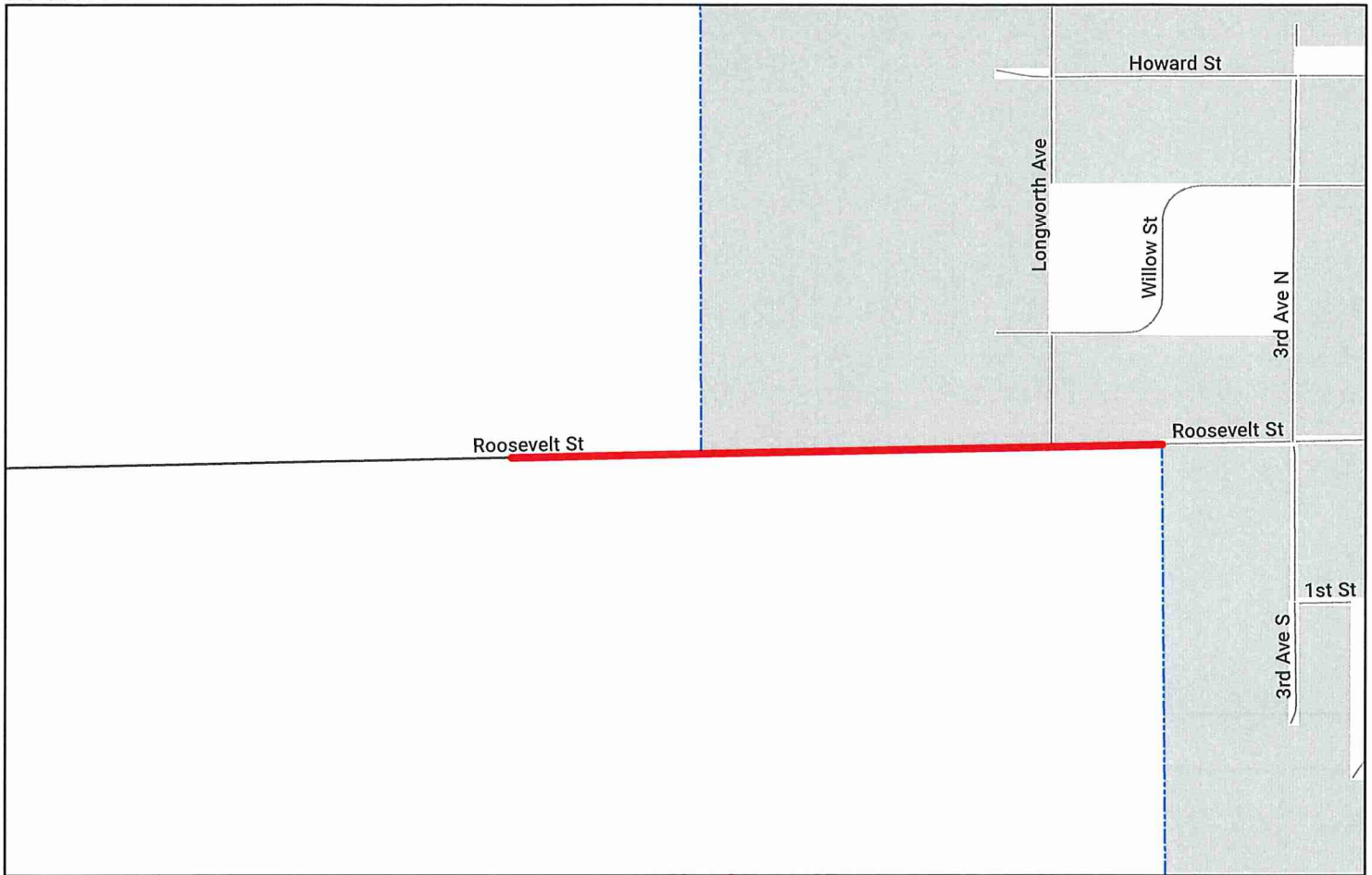
Linn County Auditor



Speed Limit Resolution



55 mph for westbound traffic on Roosevelt Street beginning 1,350' west of Longworth Ave.
40 mph for eastbound traffic on Roosevelt Street beginning 1,350' west of Longworth Ave. to 570' west of Longworth Ave.
25 mph for eastbound traffic on Roosevelt Street beginning 570' west of Longworth Ave. to City of Alburnett limits



BUSINESS ASSOCIATE AGREEMENT | 2022

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) amends and is made a part of all Services Agreement(s) (as defined below) between Hands Up Communications, Inc. (for American Sign Language and spoken language Interpreting, Consulting, Transcription, Translation, Training, and Live Captioning; both on-site and remotely) and Linn County Mental Health Access Center. This agreement is effective **1 April 2022** for the term of one (1) calendar year.

Definitions:

- A. **“Services Agreement(s)”** or **“Agreement”** shall mean all agreements, whether written or oral, and whether now in effect or hereafter entered into, between Linn County Mental Health Access Center and Hands Up Communications for the performance of and functions by Hands Up Communications.
- B. **“Party”** or **“parties”** shall mean both Hands Up Communications and Linn County Mental Health Access Center.

Linn County Mental Health Access Center desires to engage the services of Hands Up Communications to provide language interpretation and other related language services as specified by Linn County Mental Health Access Center from time to time for the period covered by the Agreement, and

Hands Up Communications is willing to provide such services upon the terms and conditions hereafter.

Therefore, in consideration of the mutual promises herein, the parties agree to the following:

Scope of Services. Hands Up Communications is composed of individuals with diverse abilities, each matched to their tasks while working as a team to ensure premier communication accessibility. Qualified, credentialed, and/or licensed sign language and foreign language interpreters can be scheduled or requested on-demand, both on-site and remotely. Both audio and video interpreter connections are available through our interpreting platform, which also includes our conference calling feature. This feature allows users to make/receive phone calls with individuals with Limited English Proficiency (LEP) and communicate with them in their native language. Our interpreting platform is secure, HIPAA



compliant, easy to use, and has in-house technical support. Linn County Mental Health Access Center can request certified and non-certified translation services to recreate any written materials into different languages. Our professional translators adhere to strict deadlines while maintaining accuracy to preserve the intended message.

Additionally, media transcription services are available on-site and remotely through our media transcription team; all transcription services are delivered in a timely manner. In addition, we will conduct an intake, coordinate and confirm services, generate a report, identify completion times, and complete the assignment with an invoice, feedback, and, if needed, additional training.

We complete and maintain background checks, references, skills assessments, completed surveys, credentials, and professional development for all interpreters, translators, and transcriptionists as part of our quality assurance process to assure confidence in the services provided.

Hands Up Communications, along with our network partners, are committed to open, transparent lines of communication, remaining pliable to meet your organizational needs, and facilitating high-quality communication through our interpretation and other language services to ensure the excellence that health-care patients deserve.

Contracted Rates

- C. The agreed-upon rates for services under this Agreement commence on the Effective Date and terminate one (1) calendar year later unless a written addendum is agreed upon and signed by both parties. Rates may be found in the Pricing & Policies sheet accompanied by this Agreement.

Obligations of Hands Up Communications. As an express condition of performing Hands Up Communications Functions, Hands Up Communications agrees to the following terms and conditions:

- D. Hands Up Communications shall render services following the highest professional standards of skill, care, and diligence to comply with the applicable study protocol, all applicable laws and regulations, including, as applicable, HIPAA regulations, Iowa Licensure Board, and any other applicable laws. Hands Up Communications shall cooperate with personnel and shall not interfere with the conduct of business. While on

the premises of Linn County Mental Health Access Center, all rules, regulations, and security requirements concerning the safety of persons and property shall be observed.

- E. Hands Up Communications will provide only qualified interpreters who can interpret effectively, accurately, and objectively, both receptively and expressively, using any necessary specialized vocabulary. All interpreters who render services will be familiar with setting-appropriate terms and phrases. Although all interpreters are screened for conflicts of interest, all interpreters are trained to disclose any potential conflicts of interest, previous contact with consumers, or bias that could affect the interpretation outcome. All interpreters will be screened for quality and requested to provide evidence of training and applicable certifications. Hands Up Communications will comply with all rules per Chapter 154E Interpreters and Translators of Iowa licensure law and ADA Title III.

Hands Up Communications Pricing and Policies will be provided to Linn County Mental Health Access Center, and acknowledgment of receipt is per signed Business Agreement.

- F. Hands Up Communications agrees to mitigate, to the extent practical, any harmful effect that is known to Hands Up Communications of a use or disclosure of Protected Health Information by Hands Up Communications in violation of the requirements of this Agreement.
- G. Hands Up Communications agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Hands Up Communications on behalf of Linn County Mental Health Access Center, who agrees to the same restrictions and conditions that apply through this Agreement to Hands Up Communications concerning such information.
- H. Unless otherwise protected or prohibited from discovery or disclosure by law, Hands Up Communications agrees to make internal practices, books, and records, including policies and procedures, relating to the use or disclosure of Protected Health Information received from, or created or received by Hands Up Communications on behalf of, Linn County Mental Health Access Center, available to Linn County Mental Health Access Center or the secretary for purposes of the secretary determining Linn County Mental

Health Access Center's compliance with the Privacy Rule or Security Rule. Hands Up Communications shall have a reasonable time to comply with requests for such access.

- I. Except as provided in the Agreement, if Hands Up Communications receives access, amendment, accounting of disclosure, or other similar requests directly from an individual, Hands Up Communications will redirect the individual to Linn County Mental Health Access Center.
- J. If Linn County Mental Health Access Center disputes any charges, Hands Up Communications will cooperate and act in good faith to assist Linn County Mental Health Access Center in resolving the dispute. Hands Up Communications is on-call and available 24/7, 365 days a year, to provide all language interpreting services on-site and remotely. Interpreting services will be provided on-demand as quickly, cooperatively, and unobtrusively as possible, with an estimated maximum wait time of 5 minutes via video remote and 25 minutes on-site. In the case of Video Remote Interpreting (VRI), Hands Up Communications will use commercially reasonable efforts to make their platform and services available 24/7 except for (i) planned downtime of which Linn County Mental Health Access Center will be given at least five (5) business days' prior notice and which Hands Up Communications shall schedule to the extent practicable during weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday (Central Time), or (ii) any unavailability caused by circumstances beyond Hands Up Communications' control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes, or other labor problems (other than those involving Hands Up Communications' employees), Internet Service Provider failure or delays, or denial of service attacks, and (iii) provide the services only following applicable laws and government regulations.
- K. **Termination by Linn County Mental Health Access Center.** Any other provision of the Service(s) Agreement notwithstanding, Linn County Mental Health Access Center may terminate the Service(s) Agreement and this Business Associate Agreement upon thirty (30) days advance written notice to Hands Up Communications if Hands Up Communications breaches this Business Associate Agreement in any material respect and such breach is not cured to the reasonable satisfaction of Linn County Mental

Health Access Center within such thirty (30) day period. Failure to take reasonable steps to cure the breach is grounds for the immediate termination of this Agreement.

- L. **Termination of The Hands Up Communications.** Suppose Hands Up Communications determines that Linn County Mental Health Access Center has breached a material term of this Agreement. In that case, Hands Up Communications shall notify Linn County Mental Health Access Center and provide Linn County Mental Health Access Center an opportunity to cure the alleged material breach upon mutually agreeable terms. Failure of Linn County Mental Health Access Center to take reasonable steps to cure the breach is grounds for the immediate termination of this Agreement.
- M. **Termination for Cause.** Upon Linn County Mental Health Access Center's knowledge of a material breach by Hands Up Communications, Linn County Mental Health Access Center shall give Hands Up Communications written notice of such a breach and provide a reasonable opportunity for Hands Up Communications to cure the breach or end the violation. Linn County Mental Health Access Center may terminate this Agreement, and Hands Up Communications agrees to such termination if Hands Up Communications has breached a material term of the Agreement and does not cure the breach, or if a cure is not possible. If neither terminating nor a cure is feasible, Linn County Mental Health Access Center shall report the violation to the secretary.

Indemnification. Hands Up Communications shall at all times indemnify and hold harmless Linn County Mental Health Access Center, its respective directors, officers, agents, employees, and affiliated companies from any claims, damages, liabilities, costs, and expenses, including reasonable counsel fees, arising from or as a result of (1) the performance by Hands Up Communications of the responsibilities and obligations as outlined by this Agreement, any claims arising out of a relationship between Hands Up Communications and any third party, and/or the negligent acts or omissions of Hands Up Communications, its respective employees, agents, servants and/or subcontractors; and (2) any breach by Hands Up Communications of any warranty or agreement made by Hands Up Communications herein including but not limited to, Hands Up Communications' failure to make payments for labor, equipment, materials, and supplies. Hands Up Communications acknowledges and agrees that Linn County Mental Health Access Center shall not be held responsible for any loss or damage to any property or equipment belonging to or rented by Hands Up Communications or their respective employees or agents which is used or to be used in connection with the services provided by

this Agreement unless such loss or damage is directly attributable to the negligent acts of Linn County Mental Health Access Center, its employees, agent, contractors or subcontractors. The responsibility to insure or otherwise bear the risk of loss of such equipment or property is the responsibility of Hands Up Communications.

Notices. All notices, demands, or other communications required or permitted to be given or made hereunder shall be deemed to have been duly served to the received by the addressee:

- (i) If delivered by hand at the time of delivery;
- (ii) If sent by prepaid registered post, within seven days of posting;
- (iii) If transmitted by way of fax, at the time of the transmission; or
- (iv) If transmitted by email, at the time of transmission.

In proving the delivery of notice or any other document, it shall be sufficient to show:

- (i) In the case of registered post, that the notice or other document was contained in an envelope which was duly addressed and posted; or
- (ii) In the case of a fax, that the fax transmission was duly transmitted from the fax terminal as evidenced by a transmission report generated by the fax terminal; or
- (iii) In the case of email, that email was duly transmitted and acknowledged by the intended recipient.

Compliance With Laws. Hands Up Communications agrees to provide all services in a competent, professional, and ethical manner per the standards of the Joint Commission and other applicable licensing or accrediting agencies, bodies, or entities, using appropriate skill and diligence. Hands Up Communications shall abide by all applicable federal and state statutes, rules, regulations, orders, and directives of any applicable government and regulatory bodies having jurisdiction at its sole cost and expense.

Independent Contractor. Hands Up Communications acknowledges that, in the performance of the services under this Agreement, it shall at all times remain an independent contractor and further acknowledges and agrees that neither its officers nor any person in its employment shall be deemed or construed employees of Linn County Mental Health Access Center. Nothing contained herein shall be

deemed as creating a partnership, joint venture, or similar business relationship between the parties or as authorizing either party to contract for, or incur any liability or obligation for, the other.

Legal Forum. This contract is made in the State of Iowa and shall be governed by and construed under the laws of Iowa. The parties agree that the courts of the State of Iowa shall be the sole forum in which any legal action concerning this Agreement or relating to it in any way shall be brought. The parties agree and consent to the jurisdiction of the State of Iowa to determine conflicts regarding the language and payments to be made under this Agreement.

Assignment and Delegation. This Agreement creates no assignable rights. Neither Linn County Mental Health Access Center nor Hands Up Communications may assign or otherwise attempt to transfer its rights and obligations under this Agreement or any Project assigned to Hands Up Communications under this Agreement unless such a party shall have first obtained the prior written consent of the other. Nothing in this paragraph shall be construed to prevent Hands Up Communications from engaging subcontractors on the project when necessary and customary in the profession to supplement Hands Up Communications' expertise if Hands Up Communications desires to engage the services of a subcontractor. In that case, Hands Up Communications shall obtain Linn County Mental Health Access Center's prior written approval which Linn County Mental Health Access Center shall not unreasonably withhold, and Hands Up Communications and Subcontractor shall execute such documents as deemed necessary by Linn County Mental Health Access Center.

Severability. Suppose any provision hereof is unenforceable, illegal, or invalid for any reason whatsoever. In that case, such fact shall not affect the remaining provisions hereof, and said remaining provisions should be construed to render this Agreement enforceable and valid. Suppose any of the provisions hereof which impose restrictions on either party are, concerning such restrictions, determined by a final judgment of any court of competent jurisdiction to be unenforceable or invalid because of the geographic scope or time duration of such restrictions. In that case, such provisions shall be deemed retroactively modified to provide for the maximum geographic scope and time duration, making such provisions enforceable and valid.

Miscellaneous.

- N. **Linn County Mental Health Access Center.** For purposes of this Agreement, and as applicable to Hands Up Communications, functions of Hands Up Communications

under all Service Agreements covered by this Agreement, are in reference to Linn County Mental Health Access Center, which shall include Linn County Mental Health Access Center and all other entities covered by a joint Notice of Privacy Practices with Linn County Mental Health Access Center, whether as part of an affiliation or an organized health-care arrangement.

- O. **Survival.** The respective rights and obligations of Hands Up Communications and Linn County Mental Health Access Center hereunder shall survive termination of this Agreement according to the terms hereof and the obligations imposed on Linn County Mental Health Access Center under HIPAA. In addition, the respective rights and obligations of Hands Up Communications under this Agreement shall survive its termination.
- P. **Interpretation; Amendment.** This Agreement shall be interpreted and applied in a manner consistent with Linn County Mental Health Access Center's obligations under HIPAA. All amendments shall be in writing and signed by both parties, except that this Agreement shall attach to additional Services Agreements entered into between the parties in the future without the necessity of amending this Agreement each time. This Agreement is intended to cover the entire relationship between the parties, as amended, from time to time, through Services Agreements or other means. The Parties agree to take such action as is necessary to amend this Agreement from time to time for Linn County Mental Health Access Center to comply with the Privacy Rule or Security Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. NO. 104-191. Any ambiguity in this Agreement shall be resolved to permit Linn County Mental Health Access Center to comply with the Privacy Rule or the Security Rule.
- Q. **Disputes.** If any controversy, dispute, or claim arises between the Parties concerning this Agreement, the Parties shall make good faith efforts to resolve such matters informally.

Waiver. A waiver concerning one event shall not be construed as continuing, as a bar to, or a waiver of any right or remedy to subsequent events.



No Third-Party Beneficiaries. Nothing expressed or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties, Linn County Mental Health Access Center HIPAA Affiliates and their respective successors, or assigns any rights, remedies, or obligations.

Effect. This Agreement shall not modify or supersede any other provision of the Services Agreement.

Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original but both of which together shall constitute the same instrument. Copies of signatures sent by facsimile transmission or scanned and sent by email are deemed to be originals for purposes of execution and proof of this Agreement.

Entire Agreement. This Agreement contains the entire Agreement between the Parties. All prior understandings and agreements between Hands Up Communications and Linn County Mental Health Access Center are merged and superseded by this one. Each party acknowledges that it is not reliant upon any statement or representation made by the other which is not embodied in this Agreement. No variations, modifications, or changes to this Agreement will be binding upon either party unless outlined in a document signed by both Parties.

Fees for Services Addendum

ASL ON-SITE

Linn County Mental Health Access Center agrees to pay Hands Up Communications the On-Site fees for services outlined in the Pricing & Policies sheet, which accompanied this Agreement. In addition, travel time for interpreters will be billed port to port at the scheduled interpreter's respective hourly rate for the assignment requested by Linn County Mental Health Access Center.

UNSCHEDULED/ON-DEMAND ASL VRI ASSIGNMENTS

Linn County Mental Health Access Center agrees to pay Hands Up Communications the per-minute fees for services outlined in the Pricing & Policies sheet, which accompanied this Agreement, at a 15-minute minimum. For calls lasting under 60 seconds, no charge will be made.

PRE-SCHEDULED ASL VRI ASSIGNMENTS

All pre-scheduled assignments will require 24 business hours' notice to Hands Up Communications to avoid Emergency/Same Day rates charged to Linn County Mental Health Access Center. Pre-scheduled assignments will be billed at a 1-hour minimum. The assignment will be paid for the duration of the scheduled time or the 1-hour minimum. If the assignment goes over, the additional time will be added to the scheduled time. If a pre-scheduled assignment is canceled with fewer than 24 business hours' notice, Linn County Mental Health Access Center will pay for the entire scheduled time of the appointment or the 1-hour minimum. If the assignment is canceled over 24 business hours in advance, no cancellation fee will be paid to Hands Up Communications.

ASSIGNMENT DETAILS

All details of VRI assignments, including changes or cancellations, must be emailed to aslvri@handsupcommunications.com. All details of on-site assignments, including changes and cancellations, must be emailed to scheduling@handsupcommunications.com. Hands Up Communications will communicate the assignment details and/or cancellation to the assigned interpreter. If a specific certification or state license is required for a specific assignment, advance notice must be given. Hands Up Communications will provide Linn County Mental Health Access Center with the specific interpreter's credentials.

SPOKEN LANGUAGES

Linn County Mental Health Access Center agrees to pay Hands Up the spoken language fees for services outlined in the Pricing & Policies sheet, which accompanied this Agreement for all On-Demand Over the Phone Interpreting (OPI) services rendered by Hands Up Communications.

Linn County Mental Health Access Center agrees to pay Hands Up Communications the spoken language per-minute fees for services outlined in the Pricing & Policies sheet, which accompanied this Agreement for all



On-Demand Video Remote Interpreting (VRI) services rendered by Hands Up Communications. All pre-scheduled assignments will require 24 business hours' notice. If a pre-scheduled assignment is canceled with fewer than 24 business hours' notice, Linn County Mental Health Access Center will pay for the entire scheduled time of the appointment or the 1-hour minimum. If the call is canceled over 24 business hours in advance, Linn County Mental Health Access Center will pay no cancellation fee to Hands Up Communications.

Linn County Mental Health Access Center agrees to pay Hands Up Communications the spoken language hourly fees for services outlined in the Pricing & Policies sheet, which accompanied this Agreement with a 1-hour minimum and subsequent minute-by-minute charges in the Pricing & Policies sheet every minute thereafter. Travel time for interpreters will be billed port to port at the scheduled interpreter's respective hourly rate for the assignment requested by Linn County Mental Health Access Center.

IN WITNESS WHEREOF, each undersigned has caused this Agreement to be duly executed in its name and on its behalf.

Hands Up Communications Inc.

Signature: Kathy Steele

Kathy Steele

Chief Contracts & Billing Officer

Date: 1 March 2022

4211 Glass Rd. NE, Ste A1

Cedar Rapids, IA 52402

319-213-9920

Linn County Mental Health Access Center

Signature: _____

Name: _____

Title: _____

Date: _____

Prepared by Linn County Secondary Road Dept., 1888 County Home Road, Marion, IA 52302 (319) 892-6400
Send tax statement to Thomas & Patricia O'Connor, 2173 Highway 63, Oskaloosa, IA 52577

QUIT CLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS:

That Linn County, Iowa (Grantor) in consideration of the sum of one dollar and other valuable consideration does hereby quitclaim unto Delores J. Neilsen and Melinda E. Dolan all of the County's right, title, interest, estate, claim and demand in the following described real estate situated in Linn County, Iowa, to-wit:

The east 30 feet of vacated Vermont Way as recorded in Resolution 2006-4-42, Bk 6303, Pg 342, Linn County Recorders Office, lying south of Waubeek Road ROW and west of Lot 1, Block 7. Located in Original Town of Waubeek, Section 19, T.85N., R.05W., Linn County, Iowa. Said area is subject to easements and restrictions of record or use.

This transfer is an exempt transaction by a governmental subdivision as transferor pursuant to Iowa Code §428A.2(6).

Signed this ____ day of March, 2022

LINN COUNTY, IOWA

BY:

Ben Rogers, Chairperson
Linn County Board of Supervisors

Joel D. Miller
Linn County Auditor

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this _____ day of March, 2022, before me _____, a Notary Public in and for the State of Iowa, personally appeared Ben Rogers and Joel D. Miller, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and the County Auditor, respectively, of the County of Linn, Iowa; that the instrument was signed on behalf of the corporation, by authority of its Board of Supervisors, as contained in resolution number _____ adopted by the Board of Supervisors on the _____ day of March, 2022, and Ben Rogers and Joel D. Miller acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

NOTARY PUBLIC
STATE OF IOWA

**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 Iowa Code Section 331.438B.
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.
5. 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.
6. In compliance with this provision of the 28E Agreement, Exhibit A is attached hereto, setting forth the individual Linn County employees, the positions they fill for the region, and the portion of their wages and benefits that are to be reimbursed to Linn County from regional funds.

7. 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.
8. The Governing Board, consistent with the 28E Agreement, shall reimburse Linn County from regional funds the percentage of wages and benefits listed for the Linn County employees included on Exhibit A.
9. The Governing Board shall reimburse the member county for the time an employee spends fulfilling regional functions as defined in Attachment 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.
10. 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.
11. 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.
12. 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.
13. 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.

14. This agreement shall be effective for the time period of July 1, 2022 through June 30, 2023. The Governing Board may vote to extend or amend this MOU for FY24 and beyond.
15. 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: _____

Linn County Chairperson

Signed the _____ day of _____, 2022.

By: Duane L. Hildebrandt

Duane Hildebrandt, Chairperson

Signed the 24 day of February, 2022.

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
Jody Bridgewater	Coordinator	100%
Cecilia McCrea	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

By: Duane L. Hildebrandt
Duane Hildebrandt, ECR Board Chair

Date: _____

Date: 2-24-22

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

**28E RECREATIONAL TRAIL AGREEMENT
LINN COUNTY SECONDARY ROAD DEPARTMENT & LINN COUNTY CONSERVATION**

This agreement entered into this _____ day of _____, 2022 by and between the Linn County Secondary Road Department, hereinafter referred to as County, and the Linn County Conservation Board, hereinafter referred to as Conservation.

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

WHEREAS, the County and Conservation have informed themselves as to the needed types of services.

THEREFORE, the County and Conservation, herewith enter into a recreational trail agreement for trails located within the County right-of-way limits and under the provisions hereinafter stated.

The County and Conservation as deemed necessary shall provide maintenance along trails within the right of way limits, as detailed in this document. Each party shall control operations as directed by individual maintenance policies. It is the intent of this agreement that both parties shall act responsibly and promptly, taking into account department policy.

• **At-Grade Trail Crossings**

- Pavement markings - Conservation to maintain at their discretion.
- Advanced signage (roadway) – The County will erect and maintain signage at the expense of Conservation. An estimate will be provided prior to work and all work must be authorized prior to completion.
- Trail signage within the right-of-way – Conservation to maintain. This would include delineators and any other type of signage to notify or direct the recreational trail users or the traveling public.
- Hard Surfaced Roads – The County is responsible for the roadway and Conservation is responsible for the trail from the ROW line to the edge of pavement. Any trail maintenance issues created by road maintenance activities shall be borne by the Road department. Any road maintenance issues created by trail maintenance activities shall be borne by Conservation.
- Rock Roads – Conservation is responsible to maintain seal coat crossings and is responsible for any costs to replace, as the seal coat fails. Conservation has the option to proceed with replacement at their discretion, as funding availability may change. Any trail maintenance issues

created by road maintenance activities shall be borne by the Road department. Any road maintenance issues created by trail maintenance activities shall be borne by Conservation.

- Mowing – The County is responsible for mowing 6' – 8' from the edge of the shoulder of the roadway. Conservation is responsible for any mowing outside of those parameters.
- Trees – The County is responsible for any trees within the ROW.

- **Underpass/Overpass Trail Crossings**

- Advanced signage (roadway) – The County will erect and maintain signage at the expense of Conservation. An estimate will be provided prior to work and all work must be authorized prior to completion.
- Trail signage within the right-of-way – Conservation to maintain. This would include delineators and any other type of signage to notify or direct the recreational trail users or the traveling public.
- Road maintenance – The County is responsible for the maintenance of the road that crosses over the trail. Any road maintenance issues created by the trail underpass (i.e. failures in the structure of the underpass) shall be borne by Conservation. Any trail maintenance issues created by road maintenance activities shall be borne by the Road department.
- Mowing – The County is responsible for mowing 6' – 8' from the edge of the shoulder of the roadway. Conservation is responsible for any mowing outside of those parameters.
- Trees – The County is responsible for any trees within the ROW.

- **Trails within the ROW**

- Advanced signage (roadway) – The County will erect and maintain signage at the expense of Conservation. An estimate will be provided prior to work and all work must be authorized prior to completion.
- Trail signage within the right-of-way – Conservation to maintain. This would include delineators and any other type of signage to notify or direct the recreational trail users or the traveling public.
- Trail maintenance – Conservation to maintain
- A work within the right-of-way permit is not required for general maintenance.
- Trail users parking lots – Conservation to maintain
- Mowing – The County is responsible for mowing 6' – 8' from the edge of the shoulder of the roadway. Conservation is responsible for any mowing outside of those parameters.
- Trees – The County is responsible for any trees within the ROW.

Requests for additional maintenance along trails within the right of way limits may be considered by the County upon request and the County shall be reimbursed from Conservation for these costs. The requested additional work may be performed as it fits into regularly scheduled work.

CONSTRUCTION

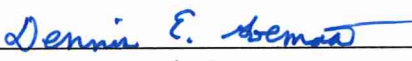
- The County and Conservation shall approve plans and specifications before contracts are let or construction begins.
- The cost of all new construction, regardless of type, shall be borne based on jurisdictional limits.
- The planning and project administration of this construction shall be the responsibility of the jurisdiction that is leading the project.
- A 7.5% project administration fee shall be included with the project invoice. The 7.5% fee applies to project costs within said jurisdiction.

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

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

This agreement shall supersede any previous maintenance agreements and be in effect from the date of approval by the County and Conservation and shall remain in effect until 30 days following either party providing a written notice for termination.

Reviewed by Linn County Engineer 
Brad Ketels, P.E.

Reviewed by Linn County Conservation Director 
Dennis Goemaat

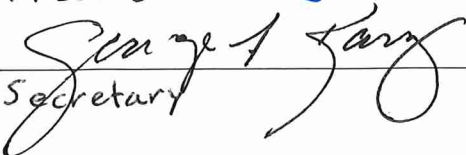
This agreement as hereby entered into by both parties is executed in three copies, either of which constitutes the original.

For the Linn County Conservation Board dated this 28 day of February, 20 22

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

LINN COUNTY CONSERVATION BOARD

LINN COUNTY BOARD OF SUPERVISORS


President

Secretary

Chairperson

Vice Chairperson

Supervisor

ATTEST: _____

Linn County Auditor

ATTEST: 

PURCHASE AGREEMENT

Page 1

PARCEL NO. 3
PROJECT NO. TAP-U-C057(147)-8I-57COUNTY: Linn
PROJECT NAME: Grant Wood TrailSELLER: Kirk L. Osborn and Kimberly A. Osborn, husband and wife

THIS AGREEMENT entered into this ____ day of _____, 2021, by and between SELLER and Linn County, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "COUNTY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy permanent easement rights to the real estate situated in Linn County, Iowa, and legally described on the attached Acquisition Plat. If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

1. SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy permanent easement rights to the following real estate, hereinafter referred to as the premises as described on page four and which include the following buildings, improvements and other property: land only. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>00.00</u>	on possession and conveyance	<u>Within 30 Days of BUYER Approval</u>

\$ <u>00.00</u>	TOTAL LUMP SUM
-----------------	----------------

BREAKDOWN:	ac. = acres / sq.ft. = square feet	
Land by Fee Title	_____ ac.	_____
Underlying Fee Title	_____ ac.	_____
Permanent Easement	<u>0.43</u> ac.	<u>\$ 00.00</u>
Temporary Easement	<u>0.13</u> ac.	<u>\$ 00.00</u>
Landscaping/Other	_____	_____
Total		<u>\$ 00.00</u>
Additional Damages	_____	_____

DISTRIBUTION: ONE COPY RETURNED TO BUYER -- ONE COPY RETAINED BY SELLER

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: None
5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 5 pages.
6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, Section 427.2, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: BankIowa, 2701 Edgewood Parkway SW, Cedar Rapids, IA 52404; and GreenState Credit Union, PO Box 800, North Liberty, IA 52317
7. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.
9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.
10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa, Section 428A.1.
11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
12. This written agreement constitutes the entire agreement between BUYER and SELLER and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: _____
14. BUYER is also granted a Temporary Easement, described on the "Temporary Construction Easement Exhibit", on the SELLER'S property for the purpose of allowing Linn County, its agents, contractors and employees a right of entry in, upon and onto the above-described property for but not limited to surveying, grading, storing materials and equipment and providing access during the construction of Grant Wood Trail Extension East of Oxley Rd project and appurtenant facilities thereto. The Temporary Construction Easement shall terminate the earlier of: twenty-four (24) months from initiation of construction on Seller's property by Linn County, or upon acceptance of the project by Linn County, Iowa.
15. The Seller acknowledges entitlement to just compensation based upon the Buyer's approved Compensation Estimate of the property described on page 1, Acquisition Plat, and Temporary Construction Easement Exhibit of this agreement. Nevertheless, the Seller desires to donate the property. In exchange for the donation of the property described as part of this agreement the Buyer agrees to convey the vacated railroad right of way adjacent to the Seller's property to the Seller. Said vacated railroad right of way will be conveyed to the Seller following the construction of the Grant Wood Trail projects construction.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

X Kirk L. Osborn
Kirk L. Osborn

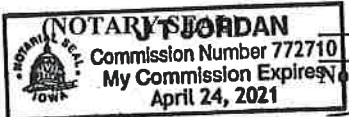
X Kimberly A. Osborn
Kimberly A. Osborn

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF LINN ss:

On this 23rd day of Feb., A.D. 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Kirk L. Osborn and Kimberly A. Osborn,
to me personally known
or X proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



J. T. Jordan (Sign in Ink)
J. T. JORDAN (Print/Type Name)
Notary Public in and for the State of Iowa

RECOMMENDED BY

Michael Holsapple, Project Manager

3/14/2021 (Date)

BUYER'S APPROVAL

Signed by: Dennis E. Goemant, Director 9-27-2021
Linn County Conservation Board (Date)
Dennis E. Goemant, Director

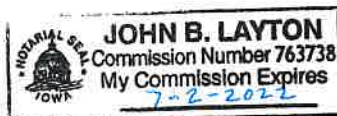
Signed by: _____ (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF LINN ss:

On this 27 day of SEPTEMBER, 2021, before me, the undersigned, personally appeared Dennis E. Goemant

known to me to be an agent of Linn County, Iowa and who did say that said instrument was signed on behalf of Linn County by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Linn County and by it voluntarily executed.



John B. Layton
Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

X INDIVIDUAL

- CORPORATE

Title(s) of Corporate Officer(s): _____

- Corporate Seal is affixed

- No Corporate Seal procured

- PARTNER(s): - Limited Partnership

- General Partnership

- ATTORNEY-IN-FACT

- EXECUTOR(s) or TRUSTEE(s)

- GUARDIAN(s) or CONSERVATOR(s)

- OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies)

Kirk L. Osborn & Kimberly A. Osborn

BUYER'S APPROVAL

Signed by: (Date)

Signed by: (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the Linn County Board of Supervisors and who did say that said instrument was signed on behalf of the Linn County Board of Supervisors by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the Linn County Board of Supervisors and by it voluntarily executed.

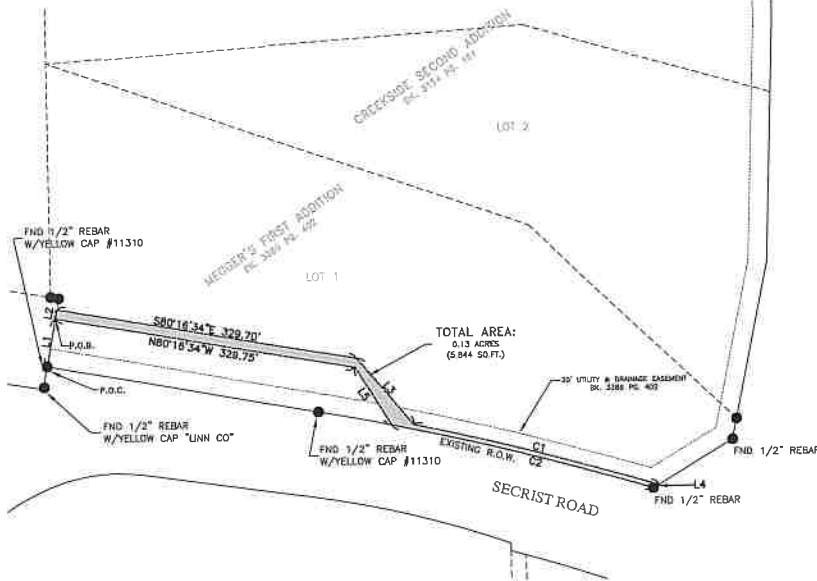
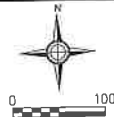
Notary Public in and for the State of Iowa

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

GRANT WOOD TRAIL:

OXLEY ROAD TO CREEKSIDE ROAD

Prepared by & Return to: R. Rodney Klien, Anderson-Boget Engineers & Surveyors, Inc.
4001 River Ridge Dr., N.E. Cedar Rapids, Iowa 52412 (319) 377-4629



TOTAL AREA:
0.13 ACRES
(5,844 SQ. FT.)

SECRIST ROAD

Legal Description

PART OF LOT 1, MEYER'S FIRST ADDITION TO LINN COUNTY, IOWA FURTHER DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1;
THENCE N10°00'00\"/>

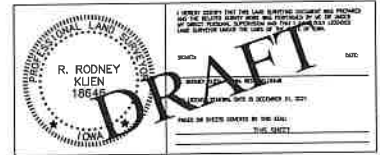
Legend

Boundary Line ———
Adjoining Lot Line ———
Easement Line ———
Building Setback Line ———
Found 5/8\"/>

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N10°00'09"E	52.83'
L2	N10°00'09"E	10.00'
L3	S40°12'31"E	95.03'
L4	S55°47'32"W	8.74'
L5	N31°45'43"W	73.94'

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	CHORD BRG	CHORD	TANGENT
C1	04°54'12"	3214.81'	275.12'	S75°43'24"E	275.63'	137.84'
C2	05°14'37"	3209.81'	293.75'	N75°58'27"W	293.85'	146.08'

NOTES:
1. DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. BEARINGS HEREON ARE BASED UPON IOWA STATE PLANE NAD 83 NORTH ZONE.
3. TEMPORARY CONSTRUCTION EASEMENT TO EXPIRE UPON COMPLETION OF PROJECT.
4. 0.04 ACRES (1,879 SQ. FT.) OF THE PROPOSED TEMPORARY EASEMENT LIES WITHIN THE EXISTING UTILITY & DRAINAGE EASEMENT FILED IN BOOK 330A, PAGE 422 OF THE COUNTY RECORDS.
PROJECTED BY:
KIRK L. & KIMBERLY A. OSBORN
CPN: 180635100400000



SURVEY PERFORMED:
JANUARY, 2021

ACQUISITION PLAT
Project Number: 218035

Drawn by: ROK
Checked by: ROK
Scale: 1\"/>

Client: LINN COUNTY, IOWA
10000 MONROE HILLS RD
TOWNSHIP, IA 52341
319-392-9550

ANDERSON-BOGET

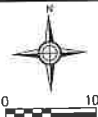
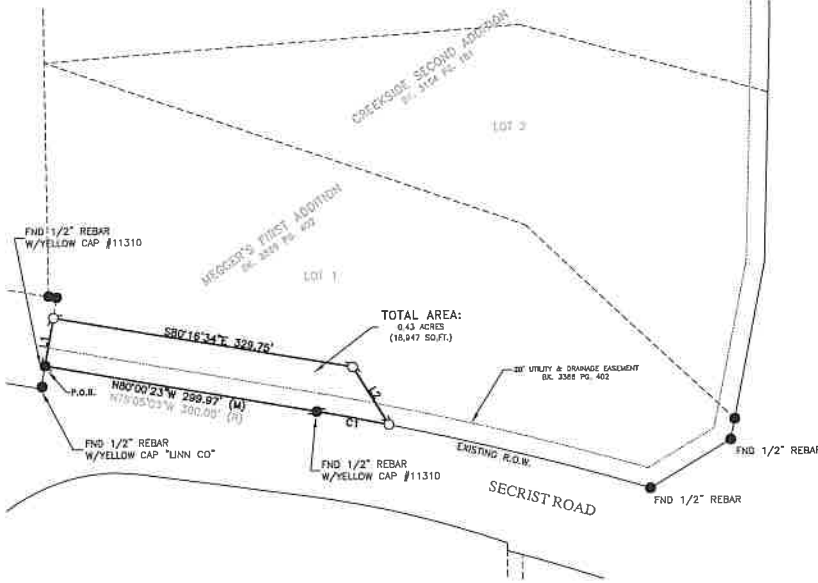
Sheet No.
2
1

ACQUISITION PLAT

GRANT WOOD TRAIL:

OXLEY ROAD TO CREEKSIDE ROAD

Prepared by & Return to: R. Rodney Klien, Anderson-Bogert Engineers & Surveyors, Inc.
4001 River Ridge Dr. N.E. Cedar Rapids, Iowa 52412 (319) 377-4629



Legal Description

PART OF LOT 1, MEGGER'S FIRST ADDITION TO LINN COUNTY, IOWA FURTHER DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1;
THENCE N10°00'00"E ALONG THE WEST LINE OF SAID LOT 1, 52.63 FEET;
THENCE S60°15'34"E, 329.79 FEET;
THENCE S31°45'43"E, 73.94 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OR SECRET ROAD;
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 78.03 FEET ALONG A 3209.81 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY WHOSE 78.02 FOOT CHORD BEARS N79°18'04"W;
THENCE N80°00'23"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 299.07 FEET TO THE POINT OF BEGINNING CONTAINING 0.43 ACRES (18,947 SQ.FT.) MORE OR LESS.
SUBJECT TO EXISTING EASEMENTS AND RESTRICTIONS OF RECORD.

Legend

Boundary Line	---
Adjoining Lot Line	---
Easement Line	---
Building Setback Line	---
Found 5/8" Rebar	o
Found 1/2" Rebar	x
Found 3/4" Rebar	Δ
Found 1" Rebar	Δ
Found Section/Quarter Corner	Δ
Measured	(M)
Record	(R)

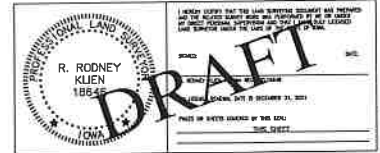
LINE TABLE	
LINE	DISTANCE
L1	52.63'
L2	73.94'

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	CHORD	CHORD BEG	TANGENT
C1	01°27'15"	3209.81'	79.03'	N79°18'04"W	79.02'	38.53'

NOTES:

1. DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. BEARINGS HEREON ARE BASED UPON IOWA STATE PLANE NAD 83 NORTH ZONE.
3. 0.18 ACRES (7,398 SQ.FT.) OF THE PROPOSED ACQUISITION PARCEL LIES WITHIN THE EXISTING UTILITY & DRAINAGE EASEMENT FILED IN BOOK 3384, PAGE 402 OF THE COUNTY RECORDER.

PREPARED BY:
R. RODNEY KLIEN
DPN: 160635100400000



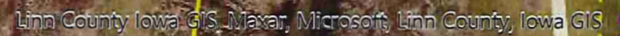
SURVEY PERFORMED:
JANUARY, 2021

ACQUISITION PLAT
Project Number: 218035

Drawn by: DJD
Checked by: DJD
Scale: 1"=100'
File Name: 218035

Client: LINN COUNTY, IOWA
10280 MORRIS HILLS RD
TODDVILLE, IA 52341
319-892-9050

ANDERSON-BOGERT
Sheet No.
1
of
1





DESIGN DYNAMICS, INC

119 14th STREET SE
CEDAR RAPIDS, IOWA 52403
PHONE: 319.298.0400
E-MAIL: ROBERTP@DESIGNDYNAMICS.BIZ
WWW.DESIGNDYNAMICS.BIZ

February 22, 2022

Linn county Conservation Department
10260 Morris Hills Road
Toddville, IA 52341

Dear Mr. Goemaat:

I am writing to outline my proposal for mechanical engineering services for the Wickiup Hill Outdoor Learning Center HVAC study project. I would like to thank you for the opportunity to work with you on this study. The project scope will consist of conducting a study of the existing mechanical systems for the building to determine possible equipment replacement and or upgrades. We have solicited West Plains Engineering to provide mechanical engineering services for the study and have included their proposal and fees in this proposal.

Proposed scope of services

The basic architectural and engineering services shall be performed by or under the direct personal supervision of an architect or engineer duly licensed in the state of Iowa and shall consist of the tasks outlined below.

Mechanical System Study

Initial meeting and site visit
Site investigation
Findings meeting
See WPE proposal for further scope information

Compensation

I propose a fixed fee of \$8,400.00 to be allocated as follows.

	DDI	WPE (mechanical engineering)
Study	\$800	\$7,600

Standard Rate Schedule

Principle Architect	\$ 140.00
Drafting Technician I	\$ 75.00
Secretarial	\$ 50.00

Additional Services

If additional work is required outside the project scope outlined above it would be billed for at the above hourly rates.

Reimbursable Expenses

All reimbursable expenses will be billed for at cost as they are accrued and will include such things as photocopies, mileage, and large format prints. West Plains Engineering is recommending that a test and balancing contractor be hired to determine some of the data that is required to do an accurate study. This study can be contracted directly or as a reimbursable.

Schedule

DDI and WPE will begin work once we have received a signed copy of this proposal and any background information necessary. DDI and WPE will complete the work in a timely manner.

Again, thank you for considering Design Dynamics, Inc. as part of the team for this project. If you have any questions regarding this proposal, please don't hesitate to call. Thank you.

Sincerely,



Robert W. Peck, AIA, LEED AP
President
Design Dynamics, Inc.

The following signature indicates acceptance of the proposal contained in the two pages of this letter.

Signature

Date

February 16, 2022

Robert Peck
Design Dynamics, Inc.
119 14th Street, SE
Cedar Rapids, Iowa 52403

Re: Proposal for Engineering Services
LCCD Wickiup Hill Heat Pump Study
Toddville, Iowa

We propose to provide mechanical and electrical engineering services necessary to review mechanical system operational issues and provide recommendations as discussed at a project meeting on site on February 8, 2022.

We propose to provide the basic design services for a fixed fee of:
SEVEN THOUSAND SIX HUNDRED DOLLARS (\$7,600).

This project was to provide a design for replacement of heat pumps and equipment controls serving the building. Additional well field loop capacity was also being considered. After operational issues were discussed, it was decided that a study was more appropriate to collect the facts, analysis the findings, and make recommendations.

The fee proposal is based on the following Scope of Work:

- The project consists of a study which includes reviewing the heating and other operational deficiencies with the existing ground-coupled heat pump system and existing controls.
- Review equipment repairs and replacements to further understand existing issues.
- Provide a summary report with recommendations for improvements and/or replacements.

Engineering Services for the project shall include the following:

- Perform site visit to survey existing conditions.
- Review balance reports if available, existing drawings or submittals, existing shop drawings, and any information concerning the heat pump well field.
- Work with a Test and Balancing Contractor to determine pump flow rates, temperatures, and pressure drops. Cost for test and balancing contractor to be a reimbursable expense not included in fee proposal. Estimated cost to be around \$2000.

- Electrical engineer to review equipment which is tripping off.
- Provide a summary report with existing conditions, analysis and recommendations.
- Attend review meetings with the Client and Owner.

Engineering Consultants fees are due and payable upon Client's receipt of corresponding related fees from Owner and shall be paid within ten (10) days thereof. All unpaid accounts shall be charged interest at the rate of 1% per month.

If the above is satisfactory, please sign/date and return a copy to this office:

Accepted By:
DESIGN DYNAMICS, INC.

By: _____

TITLE: _____

DATE: _____

Accepted By:
WEST PLAINS ENGINEERING, INC.

By: Michael V. Hesterman P.E.

TITLE: Mechanical Engineer

DATE: 2/16/2022



Request for Quote – Erosion Control Materials

Quotes are to be submitted to the Linn County Engineer's Office, 1888 County Home Road, Marion, Iowa, by fax to (319)892-6419 or e-mail to nichole.brown@linncountyiowa.gov with subject line Quote – Erosion Control Materials.

Contact Megan Huck at 319-892-6424 with any questions.

Quotes are accepted until 3:30 p.m. on Monday February 28, 2022.

If you do not wish to provide a quote please return the quote form with "No Bid" written across the page.

Linn County reserves the right to withdraw or amend this Quote at any time when, in the sole discretion of Linn County, such action is considered to be in the best interests of Linn County. Linn County further reserves the right to waive irregularities and informalities in a Quote received or in the Quote process, to accept other than the lowest cost Quote(s) and to reject any or all Quotes.

Information contained in the Quote may be disclosed in accordance with Linn County's policy on disclosure of information. By submitting its Quote to Linn County, Vendor agrees to accept Linn County's determination of confidentiality and acknowledges that material for which confidential treatment is not granted may be disclosed after the award has been announced.

Linn County reserves the right to award items listed as individual awards, lump sum awards, or any combination as deemed in the best interests of Linn County.

Request for Quote – Erosion Control Materials

Erosion Control Materials:

- Deliveries to be split with ½ delivered on 4/1/2022 and ½ delivered on 7/8/2022.
- FOB Linn County's Main Shop at 1944 County Home Road, Marion, IA 52302
- Materials to be provided in 50 lb bags/bales
- (*) indicates no substitution allowed

NO.	ITEM	QTY	UMO	UNIT PRICE	TOTAL
1	Mulch Blend with Tack *	880	EA	20.40	\$ 17,952 -00
2	Soil Guard BFM*	54	EA	31.50	\$ 1,701 -00
				GRAND TOTAL	\$ 19,653 -00

2-25-22

Date

Michael Coleman

Contact Name

515-309-5577

Telephone

mjcoleman@colemanmoorecompany.com

E-Mail

Signature

Company Name

Address

City, State and Zip

Michael G. Coleman

Coleman Moore Company

220 New York Ave

Des Moines, Ia 50313

LINN COUNTY SECONDARY ROAD DEPARTMENT
1888 COUNTY HOME ROAD
MARION, IA 52302
PH: 319-892-6400 | FAX: 319-892-6419

LinnCounty.org



Date: 2/14/2022

To: Linn County Board of Supervisors

Re: Equipment Purchase - Roadside

I request to purchase a hydroseeder from Midwest Bowie Sales for \$122,010.

In accordance with Linn County Procurement PolicyOP-002, Section XI. This is a single source purchase due to being the only manufacturer to build a mechanical (non-hydraulic) hydroseeder

Vendor: Midwest Bowie Sales
Make/Model: Bowie 3000
Price: \$122,010

Purchase Order to:

Midwest Bowie Sales
ATTN: Larry Barch
18 Yerger Rd
Absarokee, MT 59001
614-565-3634
barchl@aol.com

This hydroseeder will be assigned to Roadside and mounted on a truck for use in hydro mulching and can be used to suppress dust on our gravel roads.



THAD ALEXANDER
Shop Manager
SECONDARY ROAD DEPARTMENT
1944 County Home Road | Marion, IA 52302
Ph: 319-892-6427 | Fax: 319-892-6449

LinnCounty.org

Midwest Bowie Sales
18 Yerger Rd
Absarokee, MT 59001 US
barchl@aol.com

Estimate



ADDRESS
Linn County Secondary Roads
1944 County Home Rd.
Marion, IA 52302

SHIP TO
Same

ESTIMATE # DATE
1047 02/04/2022

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	3000	3000 Gallon Bowie Hydromulcher	1	112,400.00	112,400.00
	Hose Reel 200ft	Hannay Rose Reel with 200" Hard rubber hose.	1	6,400.00	6,400.00
	PTO	PTO ground control	1	250.00	250.00
	Air Flushing	Air Flushing System	1	1,100.00	1,100.00
Please sign and return asap.					
SUBTOTAL					120,150.00
SHIPPING					1,860.00
TOTAL					\$122,010.00

Accepted By

Accepted Date

BOWIE

HYDRO-MULCHER®

IMPERIAL 3000

Specifications

Engine:

John Deere Diesel 140 HP

Pump:

5" x 3" Centrifugal Pump

Length: 19'-10" (605 cm)*

Width: 7'-9" (236 cm)*

Height: 9'-8" (295 cm)*

Empty Weight:

10,615 lbs.

(4815 kg)

Liquid Capacity:

3171 US Gallons

(12004 Liters)

Optional Equipment:

Clear Water Flush System

Engine PTO Ground

Control

Hose Reel

Standard Included

Parts and Equipment:

4-Nozzles

(EC1735, EC1739,

EC1740 & EC1749)

4-Part F Quick Couplers

1-Part D 1-1/2"

Quick Coupler

1-Reducer (EC1724)

Spanner Wrench

Parts Manual

Engine Manual

* Operating Dimensions



Bowie's Imperial 3000 Hydro-Mulcher® is the choice for maximum production, efficiency, and dependability. Nothing compares to this **Bowie Imperial 3000** for the large seeding and mulching jobs. It has greater distance than competitive machines of this size. The **"Built Strong...Built to Last"** construction of this Hydro-Mulcher means it will be on the job year after year. The agitation is smooth and strong throughout the power range making for less fatigue on the equipment and operator. The custom engineering of the **Bowie Imperial 3000** can make this unit a perfect fit for your operation.

For Information / Dealer Location:

www.bowieindustries.com

1-800-433-0934



www.bowieindustries.com
PO Box 931
(800) 433-0934
Bowie, TX 76230

All specifications subject to change without notice.

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 31st day of January, 2022

Second consideration on the 2nd day of February, 2022

Third and final passage on the 9th day of March, 2022

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

LINN COUNTY BOARD OF SUPERVISORS

Chairperson

Supervisor

Supervisor

ATTEST:

Joel D. Miller, Linn County Auditor

STATE OF IOWA)
) SS
COUNTY OF LINN)

I, _____, County Auditor of Linn County, Iowa, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors at a regular meeting of said Board held on _____, 2022 and published as provided by law on _____, 2022

Linn County Auditor

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

Notary Public, State of Iowa

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 7th day of March, 2022

Second consideration on the 9th day of March, 2022

Third and final passage on the _____ day of _____, 2022

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

LINN COUNTY BOARD OF SUPERVISORS

Chairperson

Supervisor

Supervisor

ATTEST:

Joel D. Miller, Linn County Auditor

STATE OF IOWA)
) SS
COUNTY OF LINN)

I, _____, County Auditor of Linn County, Iowa, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors at a regular meeting of said Board held on _____, 2022 and published as provided by law on _____, 2022.

Linn County Auditor

Subscribed and sworn to me this _____ day of _____, 2022

Notary Public, State of Iowa

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. - - 2022

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF LINN COUNTY, IOWA BY REZONING AND CHANGING THE DISTRICT CLASSIFICATION OF CERTAIN PROPERTY LOCATED AT 3010 C AVE EXT, IOWA FROM THE "AG" AGRICULTURAL DISTRICT TO THE "USR" URBAN SERVICES RESIDENTIAL DISTRICT

BE IT ORDAINED by the Board of Supervisors of Linn County, Iowa, in accordance to the Findings of Fact and Conclusions of Law as established in the staff report for rezoning Case JR22-0003 or as otherwise established by the Board, as follows:

SECTION 1. ZONING DISTRICT CHANGED. The zoning of property located at 3010 C AVE EXT, Iowa legally described as:

Lot 1, Alt First Addition to Linn County, Iowa

is hereby changed from the "AG" Agricultural District to the "USR" Urban Services Residential 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 7th day of March, 2022

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

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

LINN COUNTY BOARD OF SUPERVISORS

Chairperson

Supervisor

Supervisor

ATTEST:

Joel D. Miller, Linn County Auditor

STATE OF IOWA)
) SS
COUNTY OF LINN)

I, _____, County Auditor of Linn County, Iowa, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors at a regular meeting of said Board held on _____, 2022 and published as provided by law on _____, 2022.

Linn County Auditor

Subscribed and sworn to me this _____ day of _____, 2022

Notary Public, State of Iowa

RESOLUTION

**A RESOLUTION APPROVING COMPENSATION FOR
ATTORNEYS APPOINTED BY THE DISTRICT COURT**

WHEREAS, the Code of Iowa sets terms and conditions under which the District Court appoints attorneys at county expense, and

WHEREAS, the Board of Supervisors, Linn County, Iowa, is authorized to establish an hourly rate by which attorneys appointed by the District Court at county expense are to be compensated, and

WHEREAS, compensation of attorneys appointed by the District Court at county expense is to be in substantially the same manner as provided for public defenders pursuant to Iowa Code 815.7.

WHEREAS, the Iowa Legislature recently amended Iowa Code section 815.7, increasing compensation made on or after July 1, 2021.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, this date met in lawful session, that the hourly rate for compensation of attorneys appointed by the District Court at county expense shall be fixed at \$66.00 per hour for such hours as are verified by the attorney and approved by the District Court for payment.

PASSED AND APPROVED this ____ day of March, 2022.

LINN COUNTY BOARD OF SUPERVISORS

Ben Rogers, Chair

Stacey Walker, Supervisor

Louis Zumbach, Vice Chair.

ATTEST:

Joel Miller, Linn County Auditor

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

_____ Aye _____ Nay _____ Abstain _____ Absent from voting

Joel Miller, Linn County Auditor

RESOLUTION NO. 2022 – 3 –

A RESOLUTION AWARDDING CONTRACT FOR THE PRIORITY #1
LINN COUNTY FACILITIES DERECHO REPAIRS PROJECT

WHEREAS, pursuant to notice duly posted as prescribed by resolution of the Linn County Board of Supervisors (the "Board"), and as required by state law, the Board received bid proposals for the "Priority #1 Linn County Facilities Derecho Repairs Project" (the "Project"); and,

WHEREAS, each bid submitted for the Project received careful consideration, and it is necessary and advisable to award the contract for the Project.

BE IT THEREFORE RESOLVED by the Board as follows:

1. The bid for the Project submitted by the contractor, and in the amount set out below, is lowest responsible bid received for the Project, and is fully responsive to the plans and specifications for the Project.

<u>Contractor</u>	<u>Bid Amount</u>
Unzeitig Construction Company 1619 F Avenue NE Cedar Rapids, IA 52402	\$396,500.00

2. The Board hereby awards the contract for the Project to such contractor, and for the total estimated cost set out above, with final settlement to be made on the basis of the unit prices set out in said contract, and on the actual final quantity of each class of material(s) furnished, and said contract is subject to the Notice to Bidders, the plans and specifications for the Project, and the terms of the bidder's written proposal.
3. The Board hereby fixes the amount of the contractor's performance and/or payment bonds at 100 percent of the amount of the contract.

PASSED AND APPROVED this 9th day of March, 2022.

LINN COUNTY BOARD OF SUPERVISORS

Ben Rogers, Chair

Louis J. Zumbach, Vice Chair

Stacey Walker, Supervisor

Aye: _____ Nay: _____ Abstain: _____

ATTEST:

Joel Miller, Linn County Auditor