

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

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

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

LinnCounty.org

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Wednesday, June 23, 2021

11 a.m.

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

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

Consent Agenda

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

Approve and authorize Chair to sign a Vacancy Form requesting two Male Trackers for Juvenile Detention & Diversion Services

Approve and authorize Chair to sign a Request for Approval of New Position changing a Clerk Typist position to a Secretary position for Juvenile Detention & Diversion Services

Reports**Resolutions**

Resolution to approve Residential Parcel Split for Reiersen Addition, case JPS21-0008

Resolution to approve setting July 14, 2021 as the date for a consultation meeting, and July 28, 2021 as the date for a public hearing on an Urban Renewal Plan Amendment.

Resolution to establish permit fees issued at the Secondary Road Department.

Contract and Agreements

Approve and authorize Chair to sign a Consulting and Advisory Services Agreement between Linn County and collectively L&L Murphy, Associates and Grant Consulting LLC related to consulting and lobbying services for the term of July 1, 2021 through June 30, 2022 for \$60,000

Approve and authorize Chair to sign a Memorandum of Agreement between Linn County, Black Hawk County, Dubuque County, Johnson County, and Scott County, collectively known as the Urban County Coalition, related to consulting and lobbying services for one year with automatic one year renewals subject to cancellation

Approve \$11,906.00 to carry funds over to the Fiscal Year 2022 Historic Preservation budget for replacement of two kiosks on Lincoln Highway that were damaged by the Derecho.

Approve and authorize Chair to sign a Closing Certificate for Linn County's issuance of \$4,990,000 General Obligation Land and Water Legacy Bonds, Series 2021A, retroactive to June 22, 2021.

Approve and authorize Chair to sign Statement of Work with CivicPlus for a website Department Header Package for Conservation in the amount of \$3,658.38.

Approve and authorize Chair to sign a Statement of Agreement between Linn County and the Abbe Center to provide skilled mental health services for the inmates of the Linn County Jail effective July 1, 2021 through June 30, 2022 with a cost of \$30,360.

Approve and authorize Chair to sign "Adopt-A-Roadside" for Farmers State Bank to adopt N Alburnett Road (county portions) from County Home Road to Alburnett city limits.

Approve and authorize Chair to sign "Adopt-A-Roadside" for Wapsi Hustlers 4-H Club/North Linn FFA to adopt Troy Mills Road from Walker Road to Rundell Road.

Approve and authorize Chair to sign a Public Performance Licensing Agreement for Correctional Institutions Agreement between Linn County and SWANK Motion Pictures Inc. in the amount of \$519.

Approve and authorize Chair to sign contracts between Emergency Food & Shelter Program (EFSP) Phase 37 Amendment and the following agencies effective January 1, 2020 through October 31, 2021:

- ASAC Heart of Iowa Food Pantry for \$1,000.00
- First Lutheran Saturday Evening Meal Program for \$2,000.00
- First Presbyterian Sunday Evening Meal Program for \$4,678.80
- Green Square Meals, Inc. for \$7,500.00
- The Salvation Army Community Meal Program for \$15,000.00
- First United Methodist Church "FLY" for \$4,000.00
- Mission of Hope Shelter for \$7,000.00
- Horizons Meals on Wheels for \$20,000.00
- Catherine McAuley Center for \$3,739.40
- Willis Dady Emergency Shelter for \$3,739.40
- Waypoint Services Madge Phillips Center for \$3,739.40

Approve and authorize Chair to sign contracts between Emergency Food & Shelter Program (EFSP) Phase 38 Amendment and the following agencies effective January 1, 2020 through October 31, 2021:

- ASAC Heart of Iowa Food Pantry for \$2,001
- First Lutheran Saturday Evening Meal Program for \$10,000
- First Presbyterian Sunday Evening Meal Program for \$10,000
- Green Square Meals, Inc. for \$8,000
- Salvation Army Community Meal Program for \$24,935
- First United Methodist Church "FLY" for \$6,000
- Mission of Hope Shelter for \$16,000
- Horizons Meals on Wheels for \$15,000
- Catherine McAuley Center for \$3,315
- Foundation 2 Youth Shelter for \$2,250
- Willis Dady Emergency Shelter for \$7,750
- Waypoint Services Madge Phillips Center for \$7,750

Licenses & Permits

Approve Application for Consumer Fireworks Permit for Fran Guillaume/Antioch Christian Church for a display at 433 Cross Rd, Marion, on July 3, 2021.

Approve Application for Fireworks Permit for Gary Peiffer, Dam Daze, to conduct a fireworks display at 3033 Lynx Dr., Troy Mills (North Linn School Complex) on July 11, 2021.

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

Discuss and decide on a Vacancy Form requesting 2 Universal Clerks for the Treasurer's Department

Discuss and decide on updating official Linn County seal

Public Comment: Five Minute Limit per Speaker

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

Board Member Reports

Correspondence

Appointments

Adjournment

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

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



Tracker #1

Sun/Tues-Thur 11am-7:30pm, Mon 10am-6:30pm

Tracker #2

Sat/Tues-Thur 11am-7:30pm, Fri 10am-6:30pm

VACANCY FORM

SELECT ONE:

☒ NEW POSITION

SELECT ONE:

☐ NEW JOB CLASSIFICATION

JOB TITLE: Trackers - Male

DEPARTMENT: JDDS

VACANCY DATE: 7/1/21

☐ REPLACEMENT

REPLACES: _____

☒ EXISTING JOB CLASSIFICATION

SHIFT/HOURS: see attachment (see above)

NUMBER OF POSITIONS: 2

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

☒ GRANT FUNDING

☐ OTHER: _____

NEW POSITION FUNDING SOURCE(S):

Grant JUV-19-CB-6-001 6th Judicial District Juvenile court,

Linn County and Iowa Depart of Human Services

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: _____

DEPARTMENT HEAD (original signature required)

6-9-21

DATE

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

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: _____

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: _____

HUMAN RESOURCES DIRECTOR

DATE

APPROVED BY: _____

FINANCE/BUDGET DIRECTOR

6-10-21

DATE

APPROVED BY: _____

CHAIRPERSON/BOARD OF SUPERVISORS

DATE

6/11/2021



Human Resources Department
Linn County, Iowa

REQUEST FOR APPROVAL OF NEW POSITION

POSITION INFORMATION:

☒ ADDITION (NEW JOB CLASSIFICATION) ☐ ADDITION (EXISTING JOB CLASSIFICATION)

JOB TITLE/CLASSIFICATION: Secretary GRADE: SS

DEPARTMENT: Juvenile Detention & Diversion Services LOCATION: Detention

SHIFT/HOURS: Mon/Tues 8:15-4:45p, Wed 11-7:30p, Thur/Fri 8:15-4:45p STARTING SALARY: 19.10

POSITION TYPE:

☒ FULL-TIME ☐ PART-TIME ☐ TEMPORARY ☐ ON-CALL/SUBSTITUTE

☒ BARGAINING UNIT ☐ NON-BARGAINING UNIT

FLSA STATUS: ☐ EXEMPT ☐ SALARIED (OT ELIGIBLE) ☒ NON-EXEMPT (HOURLY)

POSITION DETAILS:

REASON TO ADD POSITION: This is not an additional position but rather a request to change the current clerk typist to a secretary.

SUMMARIZE POSITION OBJECTIVE (ATTACH JOB DESCRIPTION): See attached sheet and job description

POSITION FUNDING SOURCE(S): Since it is a change in job title the increase cost will be minimal and can be absorbed in the budget.

FINANCE/BUDGET DIRECTOR COMMENTS: _____

HR DIRECTOR COMMENTS: _____

REQUESTED BY: [Signature]

5-27-21

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED BY: [Signature]

6-16-21

HUMAN RESOURCES DIRECTOR

DATE

APPROVED BY: [Signature]

6/16/2021

FINANCE/BUDGET DIRECTOR

DATE

APPROVED BY: _____

CHAIRPERSON/BOARD OF SUPERVISORS

DATE

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING A RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of Reiersen Addition (Case # JPS21-0008) to Linn County, Iowa, containing two (2) lots, numbered lot 1 and lettered lot A, has been filed for approval, a subdivision of real estate located in the SWSW of Section 16, Township 86 North, Range 8 West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the Southeast Corner of the Southwest Quarter of the Southwest Quarter of Section 16, Township 86 North, Range 8 West of the Fifth Principal Meridian; thence N89°30'46"W along the south line of the Southwest Quarter of said Section 16, a distance of 507.94 feet; thence N0°05'10"W, 401.43 feet; thence N87°03'24"E, 497.70 feet to the east line of the Southwest Quarter of said Southwest Quarter; thence S1°31'25"E along said east line, 431.45 feet to the point of beginning.

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 March 17, 2021 as last amended on April 19, 2021 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

1. Entrance permit required for new entrances and existing unpermitted entrances, Sec.11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. One entrance per parcel is allowed. An additional access may be allowed with justification and permit.
2. Dedication of road right-of-way, County Standard Specifications, Section 5. Forty feet of right-of-way on Wileys Road adjacent to development shall be dedicated to the County for road purposes.
3. Road agreement with conditions applicable to residential parcel split 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

1. Existing sewage disposal system must have one of the following completed: If the property ownership is being transferred and does not qualify for one of the DNR exemptions, a Time of Transfer inspection must be performed by a certified septic contractor. The report must be submitted to this department. If the property is not transferring ownership, the septic must be reviewed by Linn County Public Health for compliance with Linn County Code of Ordinances Chapter 10, Article VI Private Sewage Disposal Systems.
2. Existing house must be reviewed by Linn County Public Health for compliance with Linn County Code of Ordinances Chapter 105, Article VI Property Maintenance Regulations. If applicable, correction of certain deficiencies may require permits, inspections and final approval from the Building Division of Linn County Planning & Development.

NATURAL RESOURCES CONSERVATION SERVICE

1. Wet soils may adversely impact possible home and septic site(s). Clarify plans for subsurface drainage with USDA Natural Resources Conservation Service (NRCS).

LINN COUNTY CONSERVATION DEPARTMENT

No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT

No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT – ZONING DIVISION

1. All side and rear yard setbacks must be met for all structures involved in this proposal.
2. Various revisions to the site plan and final plat.
3. 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.
4. This plat lies within the 2-mile jurisdiction of the City of Walker. As per Chapter 354 of the Code of Iowa, a certified resolution by any municipality that has authority to review the plat to either approve the plat or waive its right to review must be provided.
5. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
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. One original and 3 complete copies of the final plat bound documents that must include the following:
 - (i) Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
 - (ii) Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
 - (iii) Surveyor's certificate
 - (iv) Auditor's certificate
 - (v) Resolution of the Planning and Zoning Commission
 - (vi) Resolution of the Board of Supervisors
 - (vii) Resolution of approval or waiver of review by applicable municipalities
 - (viii) Treasurer's certificate
 - (ix) Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the Unified Development Code.
 - (x) Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
 - (xi) Three (3) copies of the surveyor's drawing
 - (xii) A covenant for a secondary road assessment
8. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before **APRIL 19, 2022** as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f), of the Unified Development Code.

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 June 23, 2022 to be valid.

Passed and approved this 23rd day of June, 2021

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Engineer

Brad Ketels, Engineer

State of Iowa)
) SS
County of Linn)

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

___ Aye ___ Nay ___ Abstain ___ Absent

Joel Miller

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

on this _____ day of _____, 2021.

Notary Public State of Iowa

RESOLUTION NO. _____

Setting dates of a public hearing and consultation with affected taxing entities on the proposed amendment to the Linn County Urban Renewal Plan for the Linn County Urban Renewal Area

WHEREAS, the Board of Supervisors of Linn County, Iowa (the “County”) has created the Linn County Urban Renewal Area (the “Urban Renewal Area”) and has approved an urban renewal plan for the Urban Renewal Area; and

WHEREAS, Chapter 403 of the Code of Iowa requires that, before a county approves any new urban renewal project or adds new property to an urban renewal area, a county must amend the existing urban renewal plan to describe the new property and the new project; and

WHEREAS, an amendment to the urban renewal plan for the Urban Renewal Area has been prepared which describes new projects to be undertaken in that Area, and it is necessary that a date be set for a public hearing on this proposal; and

WHEREAS, this proposed amendment adds no new land; and

WHEREAS, the Iowa statutes further require the Board of Supervisors to notify all affected taxing entities of the consideration being given to the proposed amendment and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as part thereof, to which the County shall submit written responses as provided in Section 403.5, as amended; and

NOW, THEREFORE, Be It Resolved by the Board of Supervisors of Linn County, Iowa, as follows:

Section 1. Pursuant to Section 403.5 of the Code of Iowa, the consultation process on the proposed amendment required by Section 403.5(2) of the Code of Iowa shall be held on Wednesday, July 14, 2021, in the Linn County Jean Oxley Public Service Center, Cedar Rapids, Iowa at 11:00 A.M. The Planning and Development Director, or their delegate, is hereby appointed to serve as the designated representative of the County for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2).

Section 2. A copy of the hearing notice shall be mailed by ordinary mail to each affected taxing entity, the form of notice is attached hereto as Exhibit 2.

Section 3. This Board of Supervisors will meet at the Linn County Jean Oxley Public Service Center, Cedar Rapids, Iowa, on the 28th day of July, 2021, at 11:00 o’clock a.m., at which time and place it will hold a public hearing on the proposed 2021 amendment to the Urban Renewal Area and Plan.

Section 4. Notice of the hearing shall be published, the same being in the form attached to this resolution, which publication shall be made in a newspaper of general circulation in

Linn County, which publication shall be not less than four (4) nor more than twenty (20) days before the date set for the hearing, the form of this notice is attached as Exhibit 3.

Passed and approved June 23, 2021.

Stacey Walker, Chairperson

Attest:

Joel Miller, County Auditor

Exhibit 1

LINN COUNTY, IOWA

AMENDMENT TO THE URBAN RENEWAL PLAN

I. INTRODUCTION

The Linn County Urban Renewal Plan (the “Original Plan”, and as so amended shall be referred to herein as the “Urban Renewal Plan”) for the Linn County Urban Renewal Area (the “Urban Renewal Area”) was adopted by the Board of Supervisors on March 29, 2017 by Resolution No. 2017-3-54. The Urban Renewal Plan is being amended by this Amendment (“Amendment”) to update the list of eligible projects. This Amendment adds no new land to the Area. Except as modified by this Amendment, the provisions of the original Urban Renewal Plan, as amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsections in the Original Plan not mentioned in this Amendment shall continue to apply to the Plan.

Section VIII of the Urban Renewal Plan provides that the Urban Renewal Plan may be amended from time to time in accordance with the procedures set forth in Chapter 403 of the Code of Iowa to, for example, change the project boundaries, modify urban renewal objectives, activities or project, or to carry out any other purposes consistent with Chapter 403 of the Code of Iowa. The Board of Supervisors may amend the Urban Renewal Plan by resolution after holding a public hearing on the proposed change in accordance with applicable Iowa law. This amendment to the Linn County Urban Renewal Plan for the Linn County Urban Renewal Area is consistent with this provision.

II. PROPOSED URBAN RENEWAL PROJECT

In accordance with recent amendments to Chapter 403 of the Code of Iowa, the Urban Renewal Plan for the Urban Renewal Area is amended to add the following project activities which are expected to be undertaken:

Development Agreements

The following are private redevelopment projects which are expected to be undertaken:

Project	Description and Rationale	Estimated Indebtedness
Dows Farm Agri Community Commercial Area	Development the commercial portion of the Dows Farm Development, consistent with the Dows Farm Governing Plan.	The County anticipates entering in to a Development Agreement which will provide a reimbursement of

	Construction of approximately 40,700 square feet of commercial space.	100% of the increment taxes generated and collected with respect to the project improvements which will be reimbursed for a period of 10-years. The annual reimbursement will be subject to development conformance with the Dows Farm Governing Plan. The total estimated amount of indebtedness for this project is: \$667,617.
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III. LAND USE PLAN AND PROPOSED DEVELOPMENT

The County's 2013 Comprehensive Plan designates the Urban Renewal Area for development and conservation uses; therefore the Urban Renewal Projects and Activities described in this Plan are consistent with the county's adopted Comprehensive Plan.

Furthermore, the County approved the Governing Plan for the Dows Farm Agri-Community in 2020. The Governing Plan illustrated the vision for the Dows Farm Agri-Community and provides detailed development criteria for the area. All Urban Renewal Projects and Activities described in this Plan are consistent with the adopted Governing Plan

This Urban Renewal Plan, as amended, does not in any way replace or modify the City's current land use planning or zoning regulation process.

IV. EFFECTIVE DATE

This Amendment the Linn County Urban Renewal Plan for the Linn County Urban Renewal Area shall be deemed to be effective upon the adoption of a Board of Supervisors Resolution approving the said amended Urban Renewal Plan. The Urban Renewal Plan, as so amended, shall remain in full force until amended or rescinded by the Board of Supervisors.

V. COUNTY INDEBTEDNESS

The estimated amount of debt to be incurred by the updated urban renewal project identified in this Amendment are outlined in *Section II* of this Amendment. The estimated project costs in this

Amendment are estimates only and will be incurred and spent over a number of years. In no event will the County's constitutional debt limit be exceeded. It is expected that such indebtedness will be financed in whole with tax increment revenues from the Urban Renewal Area, as amended. Subject to the foregoing, the anticipated aggregate indebtedness to be incurred for the proposed urban renewal projects identified in this Amendment is estimated at \$667,617 (this estimate does not include debt service or financing costs related to debt issuance, which will be incurred over the life of the Area). Currently, the Linn County's outstanding general obligation indebtedness is \$60,315,000 (as of Fiscal Year 2021 beginning July 1, 2020). The Constitution of the State of Iowa limits the amount of County

debt outstanding at any time to no more than five (5) percent of the actual value (as shown by the last certified state and county tax list) of all taxable property within the County. The County's constitutional debt limit is \$1,056,020,177 as of July 1, 2020 (FY2021).

VI. REPEALER

Any parts of the previous Plan, as previously amended, in conflict with this Amendment are hereby repealed.

VII. SEVERABILITY

If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole, or any part of the Plan or this Amendment not determined to be invalid or unconstitutional.

EXHIBIT 2

NOTICE OF A CONSULTATION TO BE HELD BETWEEN LINN COUNTY, STATE OF IOWA AND ALL AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED AMENDMENT TO THE LINN COUNTY URBAN RENEWAL PLAN FOR THE LINN COUNTY URBAN RENEWAL AREA

Linn County, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 11:00 a.m. on Wednesday, July 14, 2021, in the Formal Board Room Room, Jean Oxley Public Service Center, 935 2nd St. SW, Cedar Rapids, Iowa concerning a proposed Amendment to the Linn County Urban Renewal Plan for the Linn County Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Planning and Development Director, or their delegate, as the designated representative of Linn County, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the Board of Supervisors of Linn County, State of Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this 23rd day of June, 2021.

EXHIBIT 3

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A PROPOSED AMENDMENT TO THE LINN COUNTY URBAN RENEWAL PLAN FOR THE LINN COUNTY URBAN RENEWAL AREA

The Board of Supervisors of Linn County, State of Iowa, will hold a public hearing before itself at its meeting which commences at 11:00 a.m. on Wednesday, July 28th, 2021, in the Formal Board Room Room, Jean Oxley Public Service Center, 935 2nd St. SW, Cedar Rapids, Iowa, to consider adoption of a proposed Amendment to the Linn County Urban Renewal Plan (the "Amendment") concerning the Linn County Urban Renewal Area in Linn County, State of Iowa, legally described in the Plan. New projects that will be undertaken in the Urban Renewal Area include development of the commercial portion of the Dows Farm Development, consistent with the Dows Farm Governing Plan totaling of approximately 40,700 square feet of commercial space.

It is estimated that a portion of the cost of the new projects would be financed with incremental property tax revenues.

The 2021 Amendment is on file and available for inspection in the office of the County Auditor.

At the hearing any interested person may file written objections or comments and may be heard with respect to the subject matter of the hearing.

Dated this 23rd day of June, 2021.

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

RESOLUTION # _____
ESTABLISH PERMIT FEES

WHEREAS, periodic review and adjustment is required to reflect the cost of providing permit services to the public, and

WHEREAS, the Board of Supervisors, Linn County, Iowa, has reviewed the permit fees and the costs associated with issuing permits.

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of Linn County, Iowa this date, meeting in lawful session, and upon recommendation of the Linn County Engineer, does hereby establish the following permit fees:

Permit Type	Proposed Fee
E-911 Address	\$100.00
Embargo Permit	\$50.00
Entrance	\$50.00
No Spray/No Mow	\$50.00
Private Dust Control	\$50.00
Utility Construction	\$100.00
Work in Right-of-Way	\$50.00

The County Engineer has the authority to double the permit fee for work requiring a permit completed without an approved permit.

The Board of Supervisors declares these fees effective on _____.

Moved by Supervisor _____ Seconded by Supervisor _____ that the above resolution be adopted this ____ day of _____, 20____ by a vote of ____aye ____nay and _____abstain from voting.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Chairperson

Vice Chairperson

Supervisor

ATTEST:

Linn County Auditor

CONSULTING AND ADVISORY SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 23rd day of June, 2021 by and between Linn County, Iowa ("County"), located at 935 2nd Street SW, Cedar Rapids, Iowa 52404, and collectively L&L Murphy, Associates, located at 531 6th Street NW, Oelwein, Iowa, 50662 and Grant Consulting LLC, located at 1285 33rd Street SE, Cedar Rapids, Iowa 52401 (collectively "L&L/Grant").

RECITALS

WHEREAS, the County is a political subdivision of the State of Iowa and is one of the several counties making up the State of Iowa, and is charged with duties, responsibilities, and powers as provided for in the Constitution of the State of Iowa and the Code of Iowa; and

WHEREAS, the development of said duties, responsibilities, and powers will be furthered and enhanced through increased communication between the County and the General Assembly of the State of Iowa, the Executive Branch of the State of Iowa, the United States Congress, and the Executive Branch of the United States; and

WHEREAS, the County and L&L/Grant propose to increase and improve communication between the County and the General Assembly of the State of Iowa, the Executive Branch of the State of Iowa, the United States Congress, and the Executive Branch of the United States by using the services of L&L/Grant.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties, intending to be legally bound, hereby agree as follows:

1. Nature of Services. L&L/Grant will perform consulting and advisory services on behalf of the County. As part of L&L/Grant's services, L&L/Grant will make suggestions, consult with the County, and perform such other services the County may require from time to time. L&L/Grant shall register as lobbyists before the General Assembly of the State of Iowa, and the Executive Branch the State of Iowa, the United States Congress, and the Executive Branch of the United States, as prescribed by law, to communicate and advocate the interests of the County on such issues and matters deemed by the County to affect and be of interest to its residents. Such services may include, but are not limited to, advocating for the passage of funding streams and statutory language, legislation that will affect the discharge of the duties, responsibilities, and powers of the County, and the welfare of its residents. L&L/Grant will work in conjunction with the Board of Supervisors and other elected officials of the County, as well as other Linn County officers and employees as designated by the Board of Supervisors. L&L/Grant will coordinate with and report on a regular basis to the County designee. L&L/Grant will provide ongoing consultation with both the Board of Supervisors and its designee(s), as appropriate, to maximize legislative activity to achieve the goals set forth in this Agreement. L&L/Grant shall abide by the laws of the State of Iowa regarding registration, reporting, and disclosure requirements for individuals lobbying the legislature for compensation. L&L/Grant assumes responsibility for timely filing of all appropriate information for L&L/Grant, as the lobbying firm, and the County, as the client.

L&L/Grant will specifically assist the County in maintaining and expanding the Urban County Coalition, and will coordinate the activity of said organization.

L&L/Grant will provide, in conjunction with the designated board members and staff, coordination and monitoring services for federal legislation of interest to the County and, when appropriate, coordination of activities with federal lobbying firms as directed by the County.

2. Time Devoted to the Project. In the performance of the services required by this Agreement, the services and hours L&L/Grant is to provide on any given day will be entirely within L&L/Grant's control and the County will rely on L&L/Grant to devote such time, or subcontract with appropriate services, as is reasonably necessary to fulfill the spirit and purpose of this Agreement.

3. Payment. The County will pay L&L Murphy Consulting a total of Thirty Thousand Dollars (\$30,000) and Grant Consulting a total of Thirty Thousand Dollars (\$30,000) in monthly installments upon the submission of an invoice by L&L on behalf of L&L/Grant. Said payments include payment for Linn County's participation in the Urban County Coalition.

4. Term and Renewal. This Agreement shall commence on July 1, 2021 and shall terminate on June 30, 2022. The County and L&L/Grant may renew this Agreement for an unlimited number of successive one-year terms. Such renewals will be negotiated on terms mutually agreeable to the County and L&L/Grant.

5. Status of Consultant. This Agreement calls for the performance of services by L&L/Grant as independent contractors and L&L/Grant will not be considered employees of the County for any purpose. As independent consultants, L&L/Grant will advise the County about clients of L&L/Grant that may pose a conflict of interest with the interest(s) of the County.

6. Warranty and Indemnification. L&L/Grant represents and warrants that it is competent to perform the services specified in this Agreement. L&L/Grant agrees to defend, hold harmless, and indemnify the County from any actions, claims, lawsuits, costs, or expenses, including attorney's fees, arising out of work performed, or to be performed, by L&L/Grant pursuant to this Agreement.

7. Governing Law. This Agreement is governed by the laws of the State of Iowa, and all obligations are enforceable in accordance therewith.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

LINN COUNTY, IOWA

By: _____
Stacey Walker
Chair, Board of Supervisors

L&L MURPHY, ASSOCIATES

By: _____
Larry Murphy

GRANT CONSULTING, LLC

By: _____
Gary Grant

URBAN COUNTY COALITION MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into by and between Black Hawk County, Iowa; Dubuque County, Iowa; Johnson County, Iowa; Linn County, Iowa; and Scott County, Iowa (the "Counties") as a voluntary agreement to jointly develop, communicate, and advocate for issues of common interest to the Iowa General Assembly, the executive branch of the State of Iowa, and other appropriate agencies, departments, and organizations, and to collaborate on strategic planning to jointly develop regional solutions to issues of common interest.

RECITALS

WHEREAS, the Counties are governmental jurisdictions vested with the authority to exercise any power and perform any function deemed appropriate to protect and preserve the rights, privileges, and property of the respective counties and residents, and to preserve and improve the peace, safety, health, welfare, comfort, and convenience of the residents of the respective counties; and

WHEREAS, the Counties acknowledge and agree that developing, communicating, and advocating for the interests of the respective counties and residents, and engaging in collaborative strategic planning to jointly develop regional solutions to issues of common interest is appropriate and prudent, and will further and enhance the counties' respective functions; and

WHEREAS, the Counties agree they have common interest in issues deliberated on and regulated by the Iowa General Assembly, the executive branch of the State of Iowa, and other agencies, departments and organizations; and

WHEREAS, the Counties desire to collaborate voluntarily on developing and advocating for issues of common interest and to collaborate on strategic planning to jointly develop regional solutions to issues of common interest.

NOW, THEREFORE, the Counties hereby agree as follows:

1. The Counties will continue as members of the Urban County Coalition ("Coalition").
2. Linn County will serve as the "lead agency" to provide a legal entity to enter into contracts or Agreements for the benefit of the Coalition, and will serve as the fiscal agent for the Coalition.
3. Linn County agrees to include a section in its Consulting and Advisory Services Agreement with L&L Murphy Associates and Grant Consulting, LLC stating that L&L Murphy Associates and Grant Consulting, LLC will assist Linn County in maintaining the Coalition and will coordinate the activity of said organization.

4. Black Hawk, Johnson, and Scott Counties will each appoint two members of their Board of Supervisors, and Dubuque and Linn Counties will each appoint one member of their Board of Supervisors, to participate on the Coalition Steering Committee for the purpose of planning strategies and making recommendations for the operation of the Coalition, subject to the direction of their respective Boards of Supervisors.
5. Each County will designate a staff member to help facilitate the operation of the Coalition.
6. Each County will authorize signature by its chairperson to this Agreement and authorize the payment of \$25,000 in Fiscal Year 2022 and subsequent fiscal years for continued membership in the Coalition. Linn County agrees to provide monthly statements of membership dues owing, and each County agrees to pay Linn County its membership dues within 30 days of receipt of a statement.
7. This Agreement is effective on the latest date of the signatures below and will automatically renew for subsequent one-year periods coinciding with the fiscal year unless a County, prior to the end of a current fiscal year, provides at least 30 (thirty) days written notice to the other Counties of its decision to withdraw from the Coalition.
8. The Counties may modify this Agreement at any time by written agreement.
9. Nothing in this Agreement shall be interpreted to limit or otherwise affect any authorities, powers, rights, or privileges of the individual Counties.

IN WITNESS THEREOF, Black Hawk County, Dubuque County, Johnson County, Linn County, and Scott County have executed this Agreement on the dates set forth below:

BLACK HAWK COUNTY

By: _____
Chair, Board of Supervisors

Print Name: _____

Date: _____

DUBUQUE COUNTY

By: _____
Chair, Board of Supervisors

Print Name: _____

Date: _____

JOHNSON COUNTY

By: _____
Chair, Board of Supervisors

Print Name: _____

Date: _____

LINN COUNTY

By: _____
Chair, Board of Supervisors

Print Name: _____

Date: _____

SCOTT COUNTY

By: _____
Chair, Board of Supervisors

Print Name: _____

Date: _____

CLOSING CERTIFICATE

We, the undersigned Chairperson of the Board of Supervisors (the "Board") of Linn County, Iowa (the "County"), and County Auditor, do hereby certify that we are now and were at the time of the execution of the County's \$4,990,000 General Obligation Land and Water Legacy Bonds, Series 2021A, dated June 22, 2021 (the "Bonds"), the officers respectively above indicated; and that in pursuance of Chapter 331 of the Code of Iowa and a resolution adopted by the Board on June 9, 2021 (the "Resolution"), the Bonds have been heretofore lawfully authorized and this day by us lawfully issued and delivered to Northland Securities, Inc., Minneapolis, Minnesota (the "Purchaser"). The County has received \$5,081,683.89, receipt of which is hereby acknowledged, which amount represents the par amount of the Bonds (\$4,990,000), plus reoffering premium (\$165,519.40) and minus underwriter's discount (\$73,835.51). The Bonds mature on June 1 in each of the years, in the respective principal amounts and bear interest payable semiannually on each June 1 and December 1, commencing December 1, 2021, as set forth in the Resolution.

Each of the Bonds has been executed with the facsimile signatures of these officers; and the County has authorized and directed that the Bonds be authenticated by UMB Bank, n.a., West Des Moines, Iowa, as the Registrar and Paying Agent (the "Registrar"), and registered in the names of the owners on the County's registration records maintained by the Registrar.

We further certify that the Bonds are being issued by the County for the purpose of paying the cost, to that extent, of financing projects for water and land conservation and park and outdoor recreation purposes (the "Projects").

We further certify that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the County, or the titles of these officers to their respective positions, or the validity of the Bonds, or the power and duty of the County to provide and apply adequate taxes for the full and prompt payment of the principal of and interest on the Bonds, and that none of the proceedings incident to the authorization and issuance of the Bonds have been repealed or rescinded.

We further certify that no appeal of the decision of the Board to issue the Bonds has been taken to the district court.

We further certify that all meetings held in connection with the Bonds were open to the public at a place reasonably accessible to the public and that notice was given at least 24 hours prior to the commencement of all meetings by advising the news media who requested notice of the time, date, place and the tentative agenda and by posting such notice and agenda at the principal office of the County on a bulletin board or other prominent place which is easily accessible to the public and is the place designated for the purpose of posting notices of meetings.

We further certify as follows:

1. The estimated sources and uses of funds in connection with the Bonds are as follows:

<u>SOURCES</u>	
Par amount of Bonds	\$4,990,000.00
Original Issue Premium	\$165,519.40
Equity Contribution	\$299,795.23
	\$5,455,314.63
<u>USES</u>	
Projects Fund	\$5,015,000.00
Underwriter's Discount	\$73,835.51
Costs of Issuance	\$65,390.00
Debt Service Fund	\$299,795.23
Debt Service Fund Deposit	\$1,293.89
	\$5,455,314.63

2. The net sales proceeds of the Bonds are \$5,155,519.40 (the "Net Sales Proceeds"). We certify that the County's municipal financial advisor ("Financial Advisor") has advised the County that the reasonably expected reoffering price (the "Issue Price") of the Bonds to the public is \$5,155,519.40.

3. Based on information provided by the Financial Advisor, the yield on the Bonds and the Bonds is 1.3978004916%.

4. \$73,835.51 of the Net Sales Proceeds represent the underwriter's discount.

5. \$65,390 of the Net Sales Proceeds will be used to pay the other costs of issuance within 90 days of the date hereof, and until so applied, will be invested by the County without restriction as to yield.

6. \$5,015,000 of the Net Sales Proceeds will be used to pay the costs of the Projects, and the Net Sales Proceeds, plus \$1,293.89 (Debt Service Fund) will be expended and invested in accordance with Section 7 hereinafter set forth.

7. The Net Sales Proceeds, including investment earnings thereon, will be invested by the County without restriction as to yield for a period not to exceed three years from the date hereof (the "Three Year Temporary Period"), the following three tests being reasonably expected to be satisfied by the County:

(a) Time Test: The County has entered into or, within six months of the date hereof, will enter into binding contracts for the Projects with third parties:

(i) which are not subject to contingencies directly or indirectly within the County's control;

(ii) which provide for the payment by the County to such third parties of an amount equal to at least 5% of the Net Sales Proceeds;

(b) Expenditure Test: At least 85% of the Net Sales Proceeds will be applied to the payment of total costs of the Projects within the Three Year Temporary Period; and

(c) Due Diligence Test: Acquisition and construction of the Projects to completion and application of the Net Sales Proceeds to the payment of total costs of the Projects will proceed with due diligence.

8. The Bonds are payable from ad valorem taxes levied against all taxable property within the County which will be collected in a Debt Service Fund and applied to the payment of interest on the Bonds on each June 1 and December 1 and principal of the Bonds on each June 1 (the 12-month period ending on each June 1 being herein referred to as a "Bond Year"); the Debt Service Fund is used primarily to achieve a proper matching of taxes with principal and interest payments within each Bond Year; the Debt Service Fund will be depleted at least once each Bond Year except for a reasonable carryover amount not to exceed the greater of (i) the earnings on the fund for the immediately preceding Bond Year; or (ii) 1/12 of the principal and interest payments on the Bonds for the immediately preceding Bond Year; amounts on deposit in the Debt Service Fund will be invested by the County without restriction as to yield for a period of 13 months after their date of deposit.

9. The Board of Supervisors adopted a resolution on November 8, 2016 declaring its official intent to finance the Projects with bonds or other obligations (the "Intent Resolution").

The County certifies that none of the costs of the Projects to be paid for from the Net Sales Proceeds are for expenditures made more than 60 days prior to the date of adoption of the Intent Resolution, except for (i) costs of issuance of the Bonds; (ii) costs aggregating an amount not in excess of the lesser of \$100,000 or 5% of the Net Sales Proceeds; (iii) costs for preliminary expenditures (including architectural, engineering, surveying, soil testing, and similar costs incurred prior to commencement of the Projects, other than land acquisition, site preparation and similar costs) not in excess of 20% of the Net Sales Proceeds of the Bonds; the County will allocate Net Sales Proceeds to reimbursement of such expenditures no later than 3 years after the later of (i) the date any such expenditure was originally paid or (ii) the date the Projects are placed in service (or abandoned); and such allocations will be made by the County in writing.

The County will seek reimbursement of prior expenditures already paid by the County from the proceeds of the Bonds in the amount of \$794,225.79.

10. The weighted average maturity of the Bonds, 10.9027 years, does not exceed 120% of the reasonably expected economic life of the Projects.

11. Not more than 50% of the Net Sales Proceeds will be invested in non-purpose investments [as defined in Section 148(f)(6)(A) of the Internal Revenue Code of 1986, as amended (the "Code")] having a substantially guaranteed yield for four years or more (e.g., a four-year guaranteed investment contract or a Treasury Obligation that does not mature for four years).

12. Two Year Exception: The issuance of the Bonds qualifies as a "construction issue" as defined in Section 148(f)(4)(c)(vi) of the Code and Section 1.148-7(f) of the Regulations because at least 75% of the "available construction proceeds" of the Bonds as defined in Section 148(f)(4)(c)(vi) of the Code will be allocated to capital expenditures that are allocable to the cost of land, improvements, buildings, permanent structures or constructed personal property. The costs of acquisition of land are not "available construction proceeds." The County reasonably expects to spend the Net Sales Proceeds to pay capital costs (including capitalized interest) within the following time periods (the "Two-Year Exception"):

- (a) At least 10% will be spent within 6 months of the date hereof;
- (b) At least 45% will be spent within 12 months of the date hereof;
- (c) At least 75% will be spent within 18 months of the date hereof; and
- (d) All of the proceeds will be spent within 24 months of the date hereof.

If the County exercises due diligence to complete the Projects and an amount not exceeding the lesser of 3% of the Net Sales Proceeds of the Bonds allocated to the Projects or \$250,000 remains unspent as of the end of the two years, the County will be treated as satisfying the final expenditure requirement. In addition, a reasonable retainage of up to 5% of the Net Sales Proceeds as of the end of the 18-month period may be allocated to expenditures within 30 months of the Dated Date.

We further certify that the County will comply with the investment requirements of Section 148 of the Code and the Regulations relating thereto with respect to the proceeds of the Bonds, including the requirement to invest the proceeds of the Bonds (and the investment earnings thereon) at fair market value, and, if appropriate, to comply with the bidding requirements for investment contracts. The County acknowledges that if it fails to spend the proceeds of the Bonds (along with the investment earnings thereon) within the time periods set forth in the Two Year Exception (or another applicable rebate exception), the County may have a rebate liability to the United States pursuant to Section 148 of the Code. The County shall consult with the appropriate auditors or rebate specialists with regard to determination of rebate liability.

We further certify that the Net Sales Proceeds will be used solely for the governmental purposes of the County and not to finance or improve private property except to the extent necessary for the construction of public infrastructure.

13. To our best knowledge and belief, there are no facts, estimates or circumstances which would materially change the foregoing conclusions.

14. On the basis of the foregoing, it is not expected that the Net Sales Proceeds will be used in a manner that would cause the Bonds to be "arbitrage bonds" under Section 148 of the Code and the regulations prescribed under that section. The County has not been notified of any listing or proposed listing of it by the Internal Revenue Service as a bond issuer whose arbitrage certifications may not be relied upon.

15. We further certify that the County does not currently have outstanding tax exempt obligations issued during the current calendar year, including the Bonds, in excess of \$10,000,000, nor will the County issue additional tax exempt obligations during the current calendar year which, when added to the County's current tax exempt obligations issued during the current calendar year, including the Bonds, would be in excess of \$10,000,000.

16. We further certify that due provision has been made for the collection of taxes sufficient to pay the principal of and interest on the Bonds when due. All payments coming due before the collection of any such taxes will be paid promptly when due from legally available funds.

IN WITNESS WHEREOF, we have hereunto affixed our hands as of June 22, 2021.

LINN COUNTY, IOWA

By _____
Chairperson , Board of Supervisors

Attest:

County Auditor

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-16823-1

Date:

5/13/2021 3:43 PM

Expires On:

8/11/2021

Product:

CivicEngage

Client:

Linn County IA - CivicEngage

Bill To:

Linn County IA - CivicEngage

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Dalton Piecukonis	785-323-4771	piecukonis@civicplus.com		Net 30

CivicEngage - Statement of Work

QTY	Product Name	DESCRIPTION	PRODUCT TYPE
1.00	Standard Department Header Package - CivicEngage	Page specific Site ID, Navigation, Banner, Graphic Links; follows main site layout/colors.	
1.00	Standard Department Header Annual Fee - CivicEngage	Standard Department Header Annual Fee	Renewable
1.00	Standard Department Header Implementation - CivicEngage	Standard Department Header Implementation	One-time
Total Investment - Year 1		USD 3,658.38	
Annual Recurring Services - Year 2		USD 717.15	

Total Days of Quote:355

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the Linn County IA - CivicEngage Statement of Work signed by and between the Parties ("the Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.
2. Client will be invoiced for the Total Investment - Year 1 (the sum of one-time costs and a prorated portion of the Annual Recurring Services) upon signing and submission of this SOW. The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.
3. Each year this SOW is in effect, a technology investment and benefit fee, as agreed to in the Agreement, will be applied to the Annual Recurring Services subscription fee.

Signature Page to follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the Agreement terms and conditions

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization

URL

Street Address

Address 2

City

State

Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources: _____

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax

STATEMENT OF AGREEMENT
BETWEEN
ABBE CENTER FOR COMMUNITY MENTAL HEALTH
AND
LINN COUNTY SHERIFF'S OFFICE

The purpose of this Agreement is to provide skilled mental health services through Abbe Center to the inmates of the Linn County Jail. Mental Health services will consist of both psychiatric nursing and psychiatry services. **Total contract cost for FY 22 = \$30,360**

- FY 22 Psychiatry cost; 4 hours/month @ \$320/hour = \$15,360
- FY 22 Nursing cost; 10 hours/month @ \$125/hour = \$15,000

Abbe Center will provide consultation on mental health issues and perform mental health assessments of the state/county inmates at the Linn County Jail on a scheduled basis. Abbe Center will:

- Provide a psychiatrist to perform mental health evaluations at the Linn County Jail. Scheduling of time for the psychiatrist will be worked out by Abbe Center and the jail nurse but will generally be bi-weekly for a total of 4 hours per month.
- Psychiatrist will see inmates screened by either the Abbe Center nurse or the jail nurse, for mental health evaluations and medication management.
- Court ordered evaluations will NOT be part of this agreement.
- Provide psychiatric nurse assessments for mental health needs, when requested by the prisoner or the jail personnel on behalf of the prisoner.
- Nursing time will be provided weekly for a maximum of 10 hours per month.
- Recommend interventions for care; initiate interventions for acute psychiatric problems as necessary.
- Document in the jail medical record according to jail policy.

Linn County Jail will inform inmates of available mental health services.

- Provide a correctional officer or deputy to be in attendance while prisoners are being seen by Abbe Center.
- Provide a room for interviews which provides for privacy.
- Maintain documentation of mental health services provided by Abbe Center and insure records are kept confidential according to state and federal laws for mental health information.
- Acquaint Abbe Center staff with philosophies, policies and resources of the Linn County Jail. Notify Abbe of any policy changes that impact the delivery of mental health services.

ACKNOWLEDGEMENT:

This is a contract for services. Nothing in this contract constitute an employment relationship between the staff of Abbe Center and the Linn County Jail or Linn County, Iowa. Neither Abbe Center nor Abbe Center employees are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Linn County Iowa. Nothing in this contract prevents Abbe Center staff from working with others during the length of this Agreement. Abbe Center staff has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.

INDEMNIFICATION:

Abbe Center shall indemnify and hold Linn County Jail and Linn County Iowa harmless from and against any and all losses, liabilities, and damages incurred by Abbe Center staff during the performance of their contractual duties.

The Linn County Jail shall also indemnify and hold harmless the Abbe Center from and against any and all losses, liabilities, and damages incurred by the Linn County Jail during the performance of contractual duties.

TERMS OF THE AGREEMENT:

No portion of the Agreement shall be assigned without the prior written consent of the other party, and any attempt to make such an assignment without such consent shall be null and void.

This agreement shall be reviewed annually. It may be terminated by either party by written notice of termination at least thirty (30) days prior to the effective termination date.

Dated this _____ day of _____, 2021.

LINN COUNTY SHERIFF'S OFFICE

ABBE CENTER FOR COMMUNITY MENTAL HEALTH

Brian Gardner, Sheriff

Kathy Johnson, VP/Executive Director

Chairperson, Board of Supervisors

SWANK MOTION PICTURES, INC. PUBLIC PERFORMANCE LICENSING AGREEMENT FOR CORRECTIONAL INSTITUTIONS

This AGREEMENT is made on this 17th day of June, 2021, between Linn County Juvenile Detention Center ("Licensee" herein) and SWANK MOTION PICTURES, INC. ("Swank" herein), a Missouri corporation.

1. Subject Matter and Term of Agreement

A. Swank is an authorized distributor of copyrighted motion pictures ("DVDs" herein) for non-theatrical public performances. Swank desires to license Licensee for public performance exhibition. Licensee desires to exhibit movies licensed from Swank on the terms and conditions set forth herein.

B. The term of this Agreement shall commence on September 1, 2021 and continue through August 31, 2022, after which day it shall expire unless renewed or renegotiated by mutual agreement of the parties.

2. License

Producers listed are those supplying titles at the time of this printing.

During the term of this contract, Swank shall license Licensee for public performance in its facility on the terms and conditions set forth herein. New facilities added during the term of this contract will require an amendment agreed to in writing by both parties. During the contract period, Licensee may exhibit DVD for showings only at its location(s) listed in Exhibit A. Licensee shall be entitled to choose from Swank's current and future list of available movies for public performance purposes which includes titles distributed by Paramount Pictures, Warner Bros, Bleecker Street, Fine Line Features, Lorimar Productions, New Line Cinema, Picturehouse, RKO Films, The Ladd Company, Turner Pictures, Warner Independent Pictures, Warner Premier, A24 Films, STX Entertainment, MGM/UA, American International, Orion, United Artists, Lions Gate Films, Trimark, Sony Pictures, Columbia Pictures, Epic Productions, Tristar Pictures, Triumph Films, Paramount Vantage, NBC Universal Pictures, Polygram, Focus Features, Gramercy, October Films, USA Films, Summit Entertainment, Lantern Entertainment, Buena Vista Distribution, Hollywood Pictures, Miramax, Touchstone Pictures and Walt Disney Pictures. Rentals and or purchases of titles covered by this Agreement are at the expense of the Licensee.

3. Terms

In consideration of the License, Linn County Juvenile Detention Center shall pay Swank a License Fee of \$519.00 payable in one installment upon receipt of invoice.

4. Payment

Invoice is due and payable upon receipt.

5. Advertising

These motion pictures are specifically licensed for non-theatrical showings only. Promotion or advertising outside the Facility is strictly prohibited.

6. Warranties

Swank warrants that:

Swank is authorized by the copyright owners of the titles distributed by Swank to license to others for non-theatrical public performance purposes.

SWANK MOTION PICTURES, INC.
PUBLIC PERFORMANCE LICENSING AGREEMENT
continued

7. Notices

All notices to be given hereunder shall be in writing or delivered personally or mailed by pre-paid certified or registered mail (return receipt requested) as follows:

If to Swank:

SWANK MOTION PICTURES, INC.

10795 Watson Road

St. Louis, Missouri 63127-1012

Attn: John Kersting
Institution Sales Manager

If to Licensee:

Linn County Juvenile Detention Center

800 Walford Rd Southwest

Cedar Rapids, IA 52404

Attn: Mrs. Dawn Schott
Director

or to such other addresses as the parties shall specify, or by written notice so given, and shall be deemed to be given as of the date so delivered or mailed.

8. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

EXECUTED on the day and year first above written.

SWANK MOTION PICTURES, INC.

By _____

Institution Sales Manager

Linn County Juvenile Detention Center

By _____

Name _____

Title _____

EXHIBIT A

LOCATION:

Linn County Juvenile Detention Center
Cedar Rapids, IA 52404



VACANCY FORM

SELECT ONE:

☒ NEW POSITION

☐ REPLACEMENT

REPLACES: _____

SELECT ONE:

☐ NEW JOB CLASSIFICATION

☒ EXISTING JOB CLASSIFICATION

JOB TITLE: Universal Clerk

DEPARTMENT: Treasurer

SHIFT/HOURS: 7:30-4:30

VACANCY DATE: immediately

NUMBER OF POSITIONS: 2

REASON TO ADD NEW POSITION (if applicable):

☐ BUDGET OFFER

☐ GRANT FUNDING

☒ OTHER: to cover intermittent FMLA leaves of
multiple employees

NEW POSITION FUNDING SOURCE(S):

Salary savings from
unpaid leave; reduction
in OT costs; anticipated
attrition in FY22

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: Sharon Long
DEPARTMENT HEAD (original signature required)

6/17/2021
DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: Coverage needs for leaves of absences

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: Lisa Dr. Powell
HUMAN RESOURCES DIRECTOR

6-17-21
DATE
6/18/2021

APPROVED BY: Sharon Long
FINANCE/BUDGET DIRECTOR

DATE

APPROVED BY: _____
CHAIRPERSON/BOARD OF SUPERVISORS

DATE

