

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 30, 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 a Senior Accountant for the Finance & Budget Department

Reports**Resolutions**

Resolution to approve appropriation of Fiscal Year 2022 budget.

Resolution to award contract for project LOST-RCB 337(21), a reinforced concrete box (RCB) culvert on Andre Road, to Peterson Contractors, Inc. in the amount of \$158,605.70 and authorize Bradley J. Ketels, County Engineer, to execute the contract.

Resolution to award contract for project LOST-CMP 996(21), a corrugated metal pipe (CMP) culvert on Bice Blvd, to Peterson Contractors, Inc. in the amount of \$69,824.75 and authorize Bradley J. Ketels, County Engineer, to execute the contract.

Resolution to award contract for project LOST-CMP 2072(21), a corrugated metal pipe (CMP) culvert on Burlingham Road, to Peterson Contractors, Inc. in the amount of \$109,685.10 and authorize Bradley J. Ketels, County Engineer, to execute the contract.

Resolution to award contract for project LOST-RCP 273(21), a reinforced concrete pipe (RCP) culvert on C Street Road SW, to Peterson Contractors, Inc. in the amount of \$111,391.85 and authorize Bradley J. Ketels, County Engineer, to execute the contract.

Resolution to place a temporary 20 ton weight limit and one lane width restriction on Linn County Bridge Number 2190, FHWA Structure Number 221181, located over Morgan Creek on Sisley Grove Road SW.

Resolution to approve Residential Parcel Split for LeClere Addition, case JPS20-0011.

Resolution to approve Final Plat for FBH First Addition, case JF21-0007.

Contract and Agreements

Approve and authorize Chair to sign a Public Bidder Tax Sale Certificate Abatement Agreement for a property located at 4477 Usher's Ferry Rd NE, Cedar Rapids, IA

Approve and authorize Chair to sign a 28E Agreement with the City of Palo for rock shouldering on portions of Covington Road from Yates Road to Blairs Ferry Road and Blairs Ferry Road from Palo Marsh Road to the first set of railroad tracks.

Approve and authorize Chair to sign the 2021 Byrne Justice Assistance Grant (JAG) Program Award, Governing Body Review between Linn County and the City of Cedar Rapids for equal division of the \$49,202 grant award.

Approve and authorize Chair to sign the provider agreement between Linn County and Abbe Center for Community Mental Health for the period of July 1st, 2021 through June 30th, 2022 for services at the Mental Health Access Center.

Approve and authorize Chair to sign the provider agreement between Linn County and Foundation2 for the period of July 1st, 2021 through June 30th, 2022 for services at the Mental Health Access Center.

Approve and authorize Chair to sign the provider agreement between Linn County and ASAC for the period of July 1st, 2021 through June 30th, 2022 for services at the Mental Health Access Center

Approve and authorize Chair to sign the provider agreement between Linn County and Penn Center for the period of July 1st, 2021 through June 30th, 2022 for services at the Mental Health Access Center

Approve and authorize Chair to sign the Contract Extension between Linn County Community Services and Ilmir, Inc. for the period of July 1, 2021 through June 30, 2022 for software consulting services.

Approve and authorize Chair to sign Linn County Fiscal Year 2022 Provider and Program Participation Amendment for Substance Abuse Commitments between Linn County and Mercy Medical Center, Cedar Rapids, Iowa

Approve and authorize Chair to sign the Fiscal Year 2022 Linn County Purchase of Service Agreement for Substance Abuse Treatment beds between Linn County and The Area Substance Abuse Council

Approve and authorize Chair to sign Fiscal Year 2022 provider agreements between Linn County Children's Mental Health Assistance Program and the following organizations:

- Families, Inc
- Murray, Wilson & Rose Counseling
- PRK Williams, Inc dba To the Rescue
- Alli Center, LLC
- The Arc of East Central Iowa
- Abbe Center for Community Mental Health
- Four Oaks Family and Children Services
- Life Connections
- Alicia Gerber LMHC, LLC dba Guiding Light Christian Counseling Center
- Tanager Place
- Mount Vernon Family Counseling
- Heart & Solutions LLC
- Maria Isabel Ramos LMFT, LLC
- Melissa Wehr, Therapist

Licenses & Permits

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 Ordinance Amendment, rezoning case JR21-0006, request of STACO Corporation, owner & Lindsay K. McGrath-Vasquez, petitioner, to rezone 37.84 acres located in the 500 Block of Dows Road from the AG (Agricultural) zoning district to the RR2 (Rural Residential 2-Acre) zoning district.

Discuss and decide on Linn County Attorney Fiscal Year 2021 budget surplus

Discuss and authorize the Chair to sign the notification to ASAC Service to terminate sobering services at the Mental Health Access Center, effective 60 days from date of signature

Discuss and authorize chair to sign contract between Area Ambulance Service and Linn County for Sobering Services at the Mental Health Access Center effective September 1st through June 30th, 2022.

Discuss and authorize chair to sign Letter of Agreement with Amerigroup for Digital Solutions Kiosk Program at Mental Health Access Center.

Discuss and decide a resolution on an eighteen month moratorium on utility scale solar

Discuss and approve a Resolution amending the Application Fee Schedule for Linn County Planning and Development specifically concerning Renewable Energy Overlay District Rezoning fees.

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



VACANCY FORM

SELECT ONE:

☒ NEW POSITION

☐ REPLACEMENT

REPLACES: _____

SELECT ONE:

☐ NEW JOB CLASSIFICATION

☒ EXISTING JOB CLASSIFICATION

JOB TITLE: Senior Accountant

DEPARTMENT: Finance & Budget

SHIFT/HOURS: Monday - Friday, 8:00 a.m. to 5:00 p.m.

VACANCY DATE: 07/01/21

NUMBER OF POSITIONS: 1

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

☒ GRANT FUNDING

☐ OTHER: _____

NEW POSITION FUNDING SOURCE(S):

American Rescue Plan Act (ARPA)

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: **Dawn Jindrich**
Digitally signed by Dawn Jindrich
DN: cn=Dawn Jindrich, o=Linn County, ou=Finance
Director, email=dawn.jindrich@linncounty.org, c=US
Date: 2021.06.18 14:45:10 -05'00'

06/18/21

DEPARTMENT HEAD (original signature required)

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: Kira D. Powell
HUMAN RESOURCES DIRECTOR

6-21-21
DATE

APPROVED BY: [Signature]
FINANCE/BUDGET DIRECTOR

6/22/21
DATE

APPROVED BY: _____
CHAIRPERSON/BOARD OF SUPERVISORS

DATE

**LINN COUNTY
FISCAL YEAR 2022 BUDGET APPROPRIATIONS
RESOLUTION NO.:**

Expenditures cannot exceed the following fiscal year 2022 appropriations by organization:

1	BOARD OF SUPERVISORS	\$	6,202,517
2	AUDITOR		2,860,788
3	RECORDER		1,576,861
4	TREASURER		3,594,219
5	COUNTY ATTORNEY		5,425,223
6	IT		4,017,219
9	RISK		330,351
10	CIVIL SERVICE		17,904
11	HUMAN RESOURCES		1,023,346
12	FACILITIES		2,934,390
13	FACILITIES - BOARD BUILDINGS		1,144,172
14	FINANCE & BUDGET		615,887
16	PURCHASING		479,562
21	SHERIFF		26,686,945
24	MEDICAL EXAMINER		711,800
27	COURT EXPENSE		32,500
29	JUVENILE JUSTICE		185,300
30	DHS - STATE WELFARE		317,077
33-34	LCCS		17,724,294
35	YOUTH SERVICES		4,440,691
36	VETERAN AFFAIRS		605,151
37	PUBLIC HEALTH		6,756,462
40	PLANNING & DEVELOPMENT		1,626,473
42	LIFTS		2,153,578
45	SOIL CONSERVATION		193,625
46	CONSERVATION		13,332,418
61	ENGINEER		18,289,442
65	CIP		1,918,300
86	BONDS		5,501,880
			<u>\$ 130,698,375</u>

LINN COUNTY BOARD OF SUPERVISORS

Stacey Walker, Chair

Ben Rogers, Vice Chair

Louis Zumbach, Supervisor

Aye: _____

Nay: _____

Abstain: _____

ATTEST:

Joel Miller, Linn County Auditor

RESOLUTION # _____

WHEREAS, the Board of Supervisors, hereafter referred to as “the Board”, believes the LOST-RCB 337(21), hereafter referred to as “the project” is in the best interest of Linn County, Iowa, and the residents thereof. The project is defined as reinforced concrete box (RCB) culvert replacement on Andre Road; and

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

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

IT IS THEREFORE RESOLVED by Board to accept the bid from Peterson Contractors, Inc. in the amount of \$158,605.70 and awards the associated contract(s) to the same;

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

BE IT FURTHER RESOLVED by the Board of Supervisors of Linn County, Iowa, that after receiving the necessary contract documents, including but not limited to, the contractor’s bond and certificate of insurance, Bradley J. Ketels, the County Engineer for Linn County, Iowa, be and is hereby designated, authorized, and empowered on behalf of the Board of Supervisors of said County to execute the contracts in connection with the afore awarded construction project let on 6/22/2021.

Dated at Cedar Rapids, Iowa, this 30th day of June, 2021.

Board of Supervisors of Linn County, Iowa

ATTEST:

By _____
County Auditor

SEAL

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

LOST-RCB 337(21) Bid Tabulation
Culvert #337 on Andre Road
Work Type: Culvert Replacement
Letting Date: 6/22/2021 11:00 AM

					Apparent Low Bid							
					Engineer's Estimate		PETERSON CONTRACTORS INC 104 BLACKHAWK REINBECK, IA 50669 319-345-2713 jordank@pcius.com		PROGRESSIVE STRUCTURES, LLC 24412 HWY. 13 ELKADER, IA 52043 563-880-9138 taugustyn@progressivestructuresia		BOOMERANG CORP 12536 BUFFALO ROAD ANAMOSA, IA 52205 319-462-4435 contracts@boomerangcorp.com	
	Item Number	Description	Units	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	2101-0850001	CLEARING AND GRUBBING	ACRE	.1	\$20,000.00	\$2,000.00	\$2.00	\$6,200.00	\$42,000.00	\$4,200.00	\$30,000.00	\$3,000.00
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	560.0	\$15.00	\$8,400.00	\$10.50	\$5,880.00	\$13.50	\$7,560.00	\$15.00	\$8,400.00
3	2104-2710020	EXCAVATION, CLASS 10, CHANNEL	CY	20.0	\$20.00	\$400.00	\$35.00	\$700.00	\$65.00	\$1,300.00	\$15.00	\$300.00
4	2210-0475105	CHOKE STONE BASE	TON	85.0	\$35.00	\$2,975.00	\$27.00	\$2,295.00	\$46.00	\$3,910.00	\$20.00	\$1,700.00
5	2210-0475290	MACADAM STONE BASE	TON	55.0	\$35.00	\$1,925.00	\$28.00	\$1,540.00	\$35.00	\$1,925.00	\$24.00	\$1,320.00
6	2401-6745650	REMOVAL OF EXISTING STRUCTURES	LS	1.00	\$5,000.00	\$5,000.00	\$9,000.00	\$9,000.00	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00
7	2402-0425031	GRANULAR BACKFILL	TON	1,395.0	\$25.00	\$34,875.00	\$17.25	\$24,063.75	\$20.00	\$27,900.00	\$24.00	\$33,480.00
8	2402-2720100	EXCAVATION, CLASS 20, FOR ROADWAY PIPE CULVERT	CY	350.0	\$15.00	\$5,250.00	\$12.50	\$4,375.00	\$15.50	\$5,425.00	\$15.00	\$5,250.00
9	2403-0100000	STRUCTURAL CONCRETE (MISCELLANEOUS)	CY	6.3	\$350.00	\$2,205.00	\$720.00	\$4,536.00	\$1,800.00	\$11,340.00	\$500.00	\$3,150.00
10	2403-0100020	STRUCTURAL CONCRETE (RCB CULVERT)	CY	57.1	\$350.00	\$19,985.00	\$430.00	\$24,553.00	\$700.00	\$39,970.00	\$950.00	\$54,245.00
11	2404-7775005	REINFORCING STEEL, EPOXY COATED	LB	549	\$1.75	\$960.75	\$6.35	\$3,486.15	\$5.60	\$3,074.40	\$1.50	\$823.50
12	2404-7775005	REINFORCING STEEL, EPOXY COATED	LB	10,766	\$1.75	\$18,840.50	\$2.30	\$24,761.80	\$2.30	\$24,761.80	\$1.50	\$16,149.00
13	2414-6425420	CONCRETE BARRIER, PARAPET	LF	27.5	\$30.00	\$825.00	\$280.00	\$7,700.00	\$250.00	\$6,875.00	\$200.00	\$5,500.00
14	2507-6800042	REVTMENT, CLASS D	TON	80.0	\$35.00	\$2,800.00	\$35.50	\$2,840.00	\$58.00	\$4,640.00	\$60.00	\$4,800.00
15	2528-8445110	TRAFFIC CONTROL	LS	1.00	\$1,000.00	\$1,000.00	\$1,300.00	\$1,300.00	\$1,700.00	\$1,700.00	\$1,000.00	\$1,000.00
16	2533-4980005	MOBILIZATION	LS	1.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$12,500.00	\$12,500.00	\$80,000.00	\$80,000.00
17	2599-9999005	PRECAST RCB SKEWED END SECTION, 12'X6'	EACH	2	\$15,000.00	\$30,000.00	\$13,600.00	\$27,200.00	\$21,000.00	\$42,000.00	\$2,019.70	\$4,039.40
18	2601-2634100	MULCHING	ACRE	.1	\$5,000.00	\$500.00	\$7,500.00	\$750.00	\$10,000.00	\$1,000.00	\$4,590.11	\$459.01
19	2601-2636043	SEEDING AND FERTILIZING (RURAL)	ACRE	.1	\$5,000.00	\$500.00	\$7,500.00	\$750.00	\$10,000.00	\$1,000.00	\$4,590.11	\$459.01
20	2602-0000309	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	LF	300.0	\$2.00	\$600.00	\$2.25	\$675.00	\$2.50	\$750.00	\$4.27	\$1,281.00
21	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EACH	2	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$486.01	\$972.02
Contract Totals					\$150,041.25		\$158,605.70		\$208,831.20		\$231,327.94	
Percent of Estimate					100.00%		105.71%		139.18%		154.18%	

B. J. K.
6/24/2021

RESOLUTION # _____

WHEREAS, the Board of Supervisors, hereafter referred to as “the Board”, believes the LOST-CMP 996(21), hereafter referred to as “the project” is in the best interest of Linn County, Iowa, and the residents thereof. The project is defined as corrugated metal pipe (CMP) culvert replacement on Bice Blvd; and

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

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

IT IS THEREFORE RESOLVED by Board to accept the bid from Peterson Contractors, Inc. in the amount of \$69,824.75 and awards the associated contract(s) to the same;

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

BE IT FURTHER RESOLVED by the Board of Supervisors of Linn County, Iowa, that after receiving the necessary contract documents, including but not limited to, the contractor’s bond and certificate of insurance, Bradley J. Ketels, the County Engineer for Linn County, Iowa, be and is hereby designated, authorized, and empowered on behalf of the Board of Supervisors of said County to execute the contracts in connection with the afore awarded construction project let on 6/22/2021.

Dated at Cedar Rapids, Iowa, this 30th day of June, 2021.

Board of Supervisors of Linn County, Iowa

ATTEST:

By _____
County Auditor

SEAL

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

LOST-CMP 996(21) Bid Tabulation
Culvert #996 on Bice Blvd
Work Type: Culvert Replacement
Letting Date: 6/22/2021 11:00 AM

Apparent Low Bid											
Engineer's Estimate						PETERSON CONTRACTORS INC		BOOMERANG CORP		PROGRESSIVE STRUCTURES, LLC	
						104 BLACKHAWK		12536 BUFFALO ROAD		24412 HWY. 13	
						REINBECK, IA 50669		ANAMOSA, IA 52205		ELKADER, IA 52043	
						319-345-2713		319-462-4435		563-880-9138	
						jordank@pcius.com		contracts@boomerangcorp.com		taugustyn@progressivestructuresia.com	
Item Number	Description	Units	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	2105-8425015 TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	16.0	\$15.00	\$240.00	\$35.00	\$560.00	\$15.00	\$240.00	\$40.00	\$640.00
2	2210-0475105 CHOKE STONE BASE	TON	64.0	\$35.00	\$2,240.00	\$29.00	\$1,856.00	\$20.00	\$1,280.00	\$52.00	\$3,328.00
3	2210-0475290 MACADAM STONE BASE	TON	34.0	\$35.00	\$1,190.00	\$30.00	\$1,020.00	\$26.00	\$884.00	\$38.00	\$1,292.00
4	2402-0425031 GRANULAR BACKFILL	TON	100.0	\$25.00	\$2,500.00	\$19.25	\$1,925.00	\$24.00	\$2,400.00	\$30.00	\$3,000.00
5	2402-2720100 EXCAVATION, CLASS 20, FOR ROADWAY PIPE CULVERT	CY	411.0	\$15.00	\$6,165.00	\$27.25	\$11,199.75	\$15.00	\$6,165.00	\$15.00	\$6,165.00
6	2403-0100000 STRUCTURAL CONCRETE	CY	5.2	\$750.00	\$3,900.00	\$400.00	\$2,080.00	\$500.00	\$2,600.00	\$2,620.00	\$13,624.00
7	2404-7775000 REINFORCING STEEL	LB	466	\$2.00	\$932.00	\$6.50	\$3,029.00	\$1.50	\$699.00	\$6.50	\$3,029.00
8	2417-1100081 CULVERT, CORRUGATED METAL ARCH ROADWAY PIPE, 81 IN. X 59 IN.	LF	120	\$150.00	\$18,000.00	\$251.00	\$30,120.00	\$280.00	\$33,600.00	\$275.00	\$33,000.00
9	2501-5775000 PILES, STEEL SHEET	SF	156	\$20.00	\$3,120.00	\$35.00	\$5,460.00	\$28.00	\$4,368.00	\$36.00	\$5,616.00
10	2507-6800042 REVETMENT, CLASS D	TON	90.0	\$35.00	\$3,150.00	\$37.50	\$3,375.00	\$60.00	\$5,400.00	\$68.00	\$6,120.00
11	2528-8445110 TRAFFIC CONTROL	LS	1.00	\$1,000.00	\$1,000.00	\$1,300.00	\$1,300.00	\$1,000.00	\$1,000.00	\$1,700.00	\$1,700.00
12	2533-4980005 MOBILIZATION	LS	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00	\$5,700.00	\$5,700.00
13	2601-2634100 MULCHING	ACRE	.1	\$5,000.00	\$500.00	\$7,500.00	\$750.00	\$4,250.00	\$425.00	\$10,000.00	\$1,000.00
14	2601-2636043 SEEDING AND FERTILIZING (RURAL)	ACRE	.1	\$5,000.00	\$500.00	\$7,500.00	\$750.00	\$4,250.00	\$425.00	\$10,000.00	\$1,000.00
15	2602-0000309 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	LF	80.0	\$2.00	\$160.00	\$5.00	\$400.00	\$3.95	\$316.00	\$5.00	\$400.00
16	2602-0010010 MOBILIZATIONS, EROSION CONTROL	EACH	2	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$450.00	\$900.00	\$500.00	\$1,000.00
Contract Totals				\$49,597.00		\$69,824.75		\$85,702.00		\$86,614.00	
Percent of Estimate				100.00%		140.78%		172.80%		174.64%	

BKA
6/24/2021

RESOLUTION # _____

WHEREAS, the Board of Supervisors, hereafter referred to as “the Board”, believes the LOST-CMP 2072(21), hereafter referred to as “the project” is in the best interest of Linn County, Iowa, and the residents thereof. The project is defined as corrugated metal pipe (CMP) culvert replacement on Burlingham Rd; and

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

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

IT IS THEREFORE RESOLVED by Board to accept the bid from Peterson Contractors, Inc. in the amount of \$109,685.10 and awards the associated contract(s) to the same;

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BE IT FURTHER RESOLVED by the Board of Supervisors of Linn County, Iowa, that after receiving the necessary contract documents, including but not limited to, the contractor’s bond and certificate of insurance, Bradley J. Ketels, the County Engineer for Linn County, Iowa, be and is hereby designated, authorized, and empowered on behalf of the Board of Supervisors of said County to execute the contracts in connection with the afore awarded construction project let on 6/22/2021.

Dated at Cedar Rapids, Iowa, this 30th day of June, 2021.

Board of Supervisors of Linn County, Iowa

ATTEST:

By _____
County Auditor

SEAL

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

LOST-CMP 2072(21) Bid Tabulation
Culvert #2072 on Burlingham Road
Work Type: Culvert Replacement
Letting Date: 6/22/2021 11:00 AM

Apparent Low Bid												
					Engineer's Estimate		PETERSON CONTRACTORS INC 104 BLACKHAWK REINBECK, IA 50669 319-345-2713 jordank@pcius.com		BOOMERANG CORP 12536 BUFFALO ROAD ANAMOSA, IA 52205 319-462-4435 contracts@boomerangcorp.com		PROGRESSIVE STRUCTURES, LLC 24412 HWY. 13 ELKADER, IA 52043 563-880-9138 taugustyn@progressivestructuresia.com	
	Item Number	Description	Units	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	55.0	\$15.00	\$825.00	\$35.00	\$1,925.00	\$15.00	\$825.00	\$38.00	\$2,090.00
2	2104-2710020	EXCAVATION, CLASS 10, CHANNEL	CY	543.0	\$15.00	\$8,145.00	\$13.50	\$7,330.50	\$12.00	\$6,516.00	\$7.00	\$3,801.00
3	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	24.0	\$15.00	\$360.00	\$35.00	\$840.00	\$20.00	\$480.00	\$26.50	\$636.00
4	2210-0475105	CHOKE STONE BASE	TON	110.0	\$35.00	\$3,850.00	\$26.00	\$2,860.00	\$20.00	\$2,200.00	\$44.50	\$4,895.00
5	2210-0475290	MACADAM STONE BASE	TON	95.0	\$35.00	\$3,325.00	\$27.00	\$2,565.00	\$24.00	\$2,280.00	\$31.50	\$2,992.50
6	2402-0425031	GRANULAR BACKFILL	TON	880.0	\$25.00	\$22,000.00	\$16.25	\$14,300.00	\$24.00	\$21,120.00	\$18.50	\$16,280.00
7	2402-2720100	EXCAVATION, CLASS 20, FOR ROADWAY PIPE CULVERT	CY	148.0	\$15.00	\$2,220.00	\$53.00	\$7,844.00	\$20.00	\$2,960.00	\$15.00	\$2,220.00
8	2403-0100000	STRUCTURAL CONCRETE (MISCELLANEOUS)	CY	9.0	\$750.00	\$6,750.00	\$400.00	\$3,600.00	\$500.00	\$4,500.00	\$2,650.00	\$23,850.00
9	2404-7775000	REINFORCING STEEL	LB	764	\$2.00	\$1,528.00	\$6.55	\$5,004.20	\$1.50	\$1,146.00	\$6.50	\$4,966.00
10	2417-1100103	CULVERT, CORRUGATED METAL ARCH ROADWAY PIPE, 103 IN. X 71 IN.	LF	120	\$160.00	\$19,200.00	\$350.00	\$42,000.00	\$340.00	\$40,800.00	\$320.00	\$38,400.00
11	2501-5775000	PILES, STEEL SHEET	SF	204	\$25.00	\$5,100.00	\$35.00	\$7,140.00	\$28.00	\$5,712.00	\$37.00	\$7,548.00
12	2507-6800042	REVTMENT, CLASS D	TON	115.0	\$35.00	\$4,025.00	\$34.50	\$3,967.50	\$60.00	\$6,900.00	\$66.00	\$7,590.00
13	2528-8445110	TRAFFIC CONTROL	LS	1.00	\$1,000.00	\$1,000.00	\$1,300.00	\$1,300.00	\$1,000.00	\$1,000.00	\$1,700.00	\$1,700.00
14	2533-4980005	MOBILIZATION	LS	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00	\$6,150.00	\$6,150.00
15	2601-2634100	MULCHING	ACRE	.1	\$5,000.00	\$500.00	\$7,500.00	\$750.00	\$4,250.00	\$425.00	\$10,000.00	\$1,000.00
16	2601-2636043	SEEDING AND FERTILIZING (RURAL)	ACRE	.1	\$5,000.00	\$500.00	\$7,500.00	\$750.00	\$4,250.00	\$425.00	\$10,000.00	\$1,000.00
17	2602-0000309	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	LF	531.0	\$2.00	\$1,062.00	\$1.90	\$1,008.90	\$4.27	\$2,267.37	\$2.50	\$1,327.50
18	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EACH	3	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$485.99	\$1,457.97	\$500.00	\$1,500.00
Contract Totals					\$86,890.00		\$109,685.10		\$126,014.34		\$127,946.00	
Percent of Estimate					100.00%		126.23%		145.03%		147.25%	

Bikta
6/24/2021

RESOLUTION # _____

WHEREAS, the Board of Supervisors, hereafter referred to as “the Board”, believes the LOST-RCP 273(21), hereafter referred to as “the project” is in the best interest of Linn County, Iowa, and the residents thereof. The project is defined as reinforced concrete pipe (RCP) culvert replacement on C Street Road SW; and

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

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

IT IS THEREFORE RESOLVED by Board to accept the bid from Peterson Contractors, Inc. in the amount of \$111,391.85 and awards the associated contract(s) to the same;

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

BE IT FURTHER RESOLVED by the Board of Supervisors of Linn County, Iowa, that after receiving the necessary contract documents, including but not limited to, the contractor’s bond and certificate of insurance, Bradley J. Ketels, the County Engineer for Linn County, Iowa, be and is hereby designated, authorized, and empowered on behalf of the Board of Supervisors of said County to execute the contracts in connection with the afore awarded construction project let on 6/22/2021.

Dated at Cedar Rapids, Iowa, this 30th day of June, 2021.

Board of Supervisors of Linn County, Iowa

ATTEST:

By _____
County Auditor

SEAL

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

LOST-RCP 273(21) Bid Tabulation
Culvert #273 on C Street Road SW
Work Type: Culvert Replacement
Letting Date: 6/22/2021 11:00 AM

Apparent Low Bid

					Engineer's Estimate		PETERSON CONTRACTORS INC 104 BLACKHAWK REINBECK, IA 50669 319-345-2713 jordank@pcius.com		BOOMERANG CORP 12536 BUFFALO ROAD ANAMOSA, IA 52205 319-462-4435 contracts@boomerangcorp.com		PROGRESSIVE STRUCTURES, LLC 24412 HWY. 13 ELKADER, IA 52043 563-880-9138 taugustyn@progressivestructuresia.com	
	Item Number	Description	Units	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	50.0	\$15.00	\$750.00	\$37.50	\$1,875.00	\$15.00	\$750.00	\$42.00	\$2,100.00
2	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	115.0	\$15.00	\$1,725.00	\$12.50	\$1,437.50	\$5.00	\$575.00	\$20.09	\$2,310.35
3	2210-0475105	CHOKE STONE BASE	TON	127.0	\$35.00	\$4,445.00	\$29.00	\$3,683.00	\$20.00	\$2,540.00	\$45.00	\$5,715.00
4	2210-0475290	MACADAM STONE BASE	TON	80.0	\$35.00	\$2,800.00	\$30.00	\$2,400.00	\$24.00	\$1,920.00	\$35.00	\$2,800.00
5	2402-0425031	GRANULAR BACKFILL	TON	708.0	\$20.00	\$14,160.00	\$19.25	\$13,629.00	\$24.00	\$16,992.00	\$25.00	\$17,700.00
6	2402-2720100	EXCAVATION, CLASS 20, FOR ROADWAY PIPE CULVERT	CY	625.0	\$15.00	\$9,375.00	\$19.00	\$11,875.00	\$15.00	\$9,375.00	\$15.50	\$9,687.50
7	2403-0100000	STRUCTURAL CONCRETE (MISCELLANEOUS)	CY	6.0	\$750.00	\$4,500.00	\$400.00	\$2,400.00	\$500.00	\$3,000.00	\$2,650.00	\$15,900.00
8	2404-7775000	REINFORCING STEEL	LB	662	\$1.50	\$993.00	\$6.30	\$4,170.60	\$1.50	\$993.00	\$6.00	\$3,972.00
9	2416-1200272	CULVERT, LOW CLEARANCE CONCRETE ROADWAY PIPE, EQUIVALENT DIAMETER 72 IN.	LF	76	\$500.00	\$38,000.00	\$426.00	\$32,376.00	\$475.00	\$36,100.00	\$555.00	\$42,180.00
10	2507-6800042	REVTMENT, CLASS D	TON	50.0	\$35.00	\$1,750.00	\$37.50	\$1,875.00	\$60.00	\$3,000.00	\$70.00	\$3,500.00
11	2528-8445110	TRAFFIC CONTROL	LS	1.00	\$1,000.00	\$1,000.00	\$1,300.00	\$1,300.00	\$1,000.00	\$1,000.00	\$1,700.00	\$1,700.00
12	2529-5070110	PATCHES, FULL-DEPTH FINISH, BY AREA	SY	78.0	\$200.00	\$15,600.00	\$84.00	\$6,552.00	\$75.00	\$5,850.00	\$110.00	\$8,580.00
13	2529-5070120	PATCHES, FULL-DEPTH FINISH, BY COUNT	EACH	1	\$500.00	\$500.00	\$3,100.00	\$3,100.00	\$3,000.00	\$3,000.00	\$330.00	\$330.00
14	2533-4980005	MOBILIZATION	LS	1.00	\$10,000.00	\$10,000.00	\$6,500.00	\$6,500.00	\$30,000.00	\$30,000.00	\$6,500.00	\$6,500.00
15	2599-9999005	PRECAST RCP SKEWED END SECTION, EQ DIA 72"	EACH	2	\$1,500.00	\$3,000.00	\$7,550.00	\$15,100.00	\$9,000.00	\$18,000.00	\$5,500.00	\$11,000.00
16	2601-2634100	MULCHING	ACRE	.1	\$5,000.00	\$500.00	\$7,500.00	\$750.00	\$4,250.00	\$425.00	\$10,000.00	\$1,000.00
17	2601-2636043	SEEDING AND FERTILIZING (RURAL)	ACRE	.1	\$5,000.00	\$500.00	\$7,500.00	\$750.00	\$4,250.00	\$425.00	\$10,000.00	\$1,000.00
18	2602-0000309	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	LF	275.0	\$2.00	\$550.00	\$2.25	\$618.75	\$3.95	\$1,086.25	\$2.50	\$687.50
19	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EACH	2	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$450.00	\$900.00	\$500.00	\$1,000.00
Contract Totals					\$111,148.00		\$111,391.85		\$135,931.25		\$137,662.35	
Percent of Estimate					100.00%		100.22%		122.30%		123.85%	

Blt
6/24/2021

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

RESOLUTION # _____

ESTABLISH TEMPORARY BRIDGE RESTRICTION

WHEREAS, Linn County Bridge Number 2190, FHWA Structure Number 221181, located over Morgan Creek on Sisley Grove Road SW in Section 31 & 32, T83N, R8W, Clinton Township, Linn County, Iowa, has been inspected, analyzed and rated, and

WHEREAS, this analysis indicates that the bridge should be restricted to 20 tons maximum gross vehicle weight and restricted to one lane using the southbound lane only, until repairs can be made, and

WHEREAS, the bridge should be signed with the regulatory signs required, and

WHEREAS, this resolution supersedes any previous resolutions pertaining to weight or lane restrictions and signing on this specific structure,

NOW, THEREFORE, BE IT RESOLVED that the Linn County Board of Supervisors, meeting in lawful session this day, authorize the Linn County Engineer to have the bridge posted for the following restrictions: 20 tons maximum gross vehicle weight and close the northbound lane.

Recommended for approval:  _____
Brad Ketels, P.E., Linn County Engineer

Moved by Supervisor _____ Seconded by Supervisor _____ that the above resolution be adopted this __ day of _____, 2021 at Cedar Rapids, Iowa by a vote of _____ aye _____ nay and _____ abstain.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

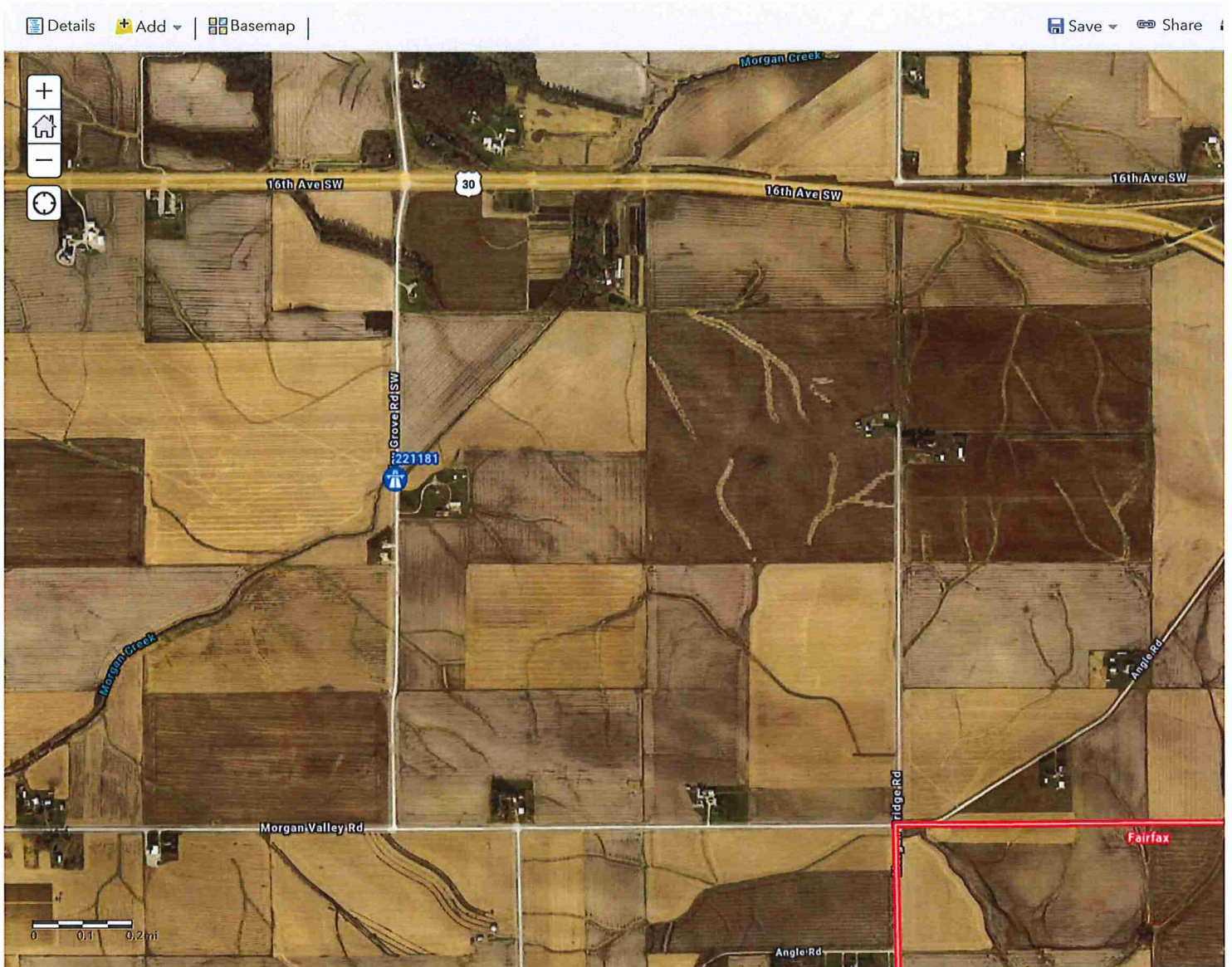
Chairperson

Vice Chairperson

Supervisor

ATTEST:

Linn County Auditor



LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of LeClere Addition (Case # JPS20-0011) 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 NWSW of Section 5, Township 86 North, Range 5 West of the 5th P.M., Linn County, Iowa, described as follows:

Commencing at the Southwest Corner of Section 5, Township 86 North, Range 5 West of the Fifth Principal Meridian; thence N0°30'05"E along the west line of the Southwest Quarter of said Section 5, a distance of 1390.51 feet to the point of beginning; thence continuing N0°30'05"E along said west line, 295.47 feet; thence S89°29'55"E, 324.07 feet; thence N0°30'05"E, 104.70 feet; thence S89°29'55"E, 65.00 feet; thence S0°30'05"W, 104.70 feet; thence S89°29'55"E, 102.43 feet; thence S0°30'05"W, 295.47 feet; thence N89°29'55"W, 491.50 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 July 15, 2021 as last amended on August 17, 2020 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

1. Entrance permit required for new entrances and existing unpermitted entrances, Sec.11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. One entrance per parcel is allowed. An additional access may be allowed with justification and permit.
2. Dedication of road rights-of-way, County Standard Specifications, Section 5. Forty feet of right-of-way on LeClere 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. If a well is to be shared, a written shared well agreement must be submitted to LCPH and recorded with both properties using the well.

NATURAL RESOURCES CONSERVATION SERVICE

1. Land disturbance greater than 1 acre in size, not associated with agricultural crop production, will require a NPDES permit granted by the Iowa Department of Natural Resources.
2. A site plan showing the footprint of proposed structures and septic systems and wells shall be submitted and approved by the NRCS office prior to plat approval.

LINN COUNTY CONSERVATION DEPARTMENT

No conditions or comments.

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. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
5. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.
6. 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
7. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before **AUGUST 17, 2021** 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 30, 2022 to be valid.

Passed and approved this 30th 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 Board of Supervisors

Resolution # _____

JPS20-0011

June 30, 2021

Page 3 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 _____, 2021.

Notary Public State of Iowa

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING A FINAL PLAT

WHEREAS, a final plat of FBH First Addition (Case #JF21-0007) to Linn County, Iowa, containing three (3) lots, numbered Lot 1, Lot 2 and lettered Lot A, has been filed for approval, a subdivision of real estate located in the SENW of Section 20, Township 83 North, Range 6 West of the 5th P.M., Linn County, Iowa, described as follows:

Commencing at the Northeast Corner of the Southeast Quarter of the Northwest Quarter of said Section 20; thence South 0° 53' 14" East 114.65 feet along the East line of the Southeast Quarter of the Northwest Quarter of said Section 20 to the point of beginning; thence continuing South 0° 53' 14" East 70.01 along said East line; thence South 89° 50' 26" West 556.07 feet along the North line of Lot 1, Paullus First Addition to Linn County, Iowa, as filed for record in Book 4199, Page 30 in the Office of the Linn County, Iowa, Recorder to the Northwest Corner thereof; thence South 0° 52' 51" East 1140.19 along the West line of said Lot 1 and the West line of Frank Foster's First Addition to Linn County, Iowa, as filed for record in Book 1879, Page 1 in the Office of the Linn County, Iowa, recorder to a point of intersection with the South line of the Southeast Quarter of the Northwest Quarter of said Section 20; thence South 89° 55' 11" West 768.47 feet along said South line to the Southwest Corner thereof; thence South 0° 43' 32" East 661.00 feet along the East line of the North Half of the Northwest Quarter of the Southwest Quarter of said Section 20 to the Southeast Corner thereof; thence North 89° 57' 24" West 505.16 feet along the South line of said North Half of the Northwest Quarter of the Southwest Quarter to a point of intersection with the East line of a tract of land described in Volume 1483, Page 448 in the office of the Linn County, Iowa, Recorder; thence North 16° 39' 39" East 449.14 feet along said East line; thence North 9° 07' 21" West 678. 70 feet along said East line; thence North 22° 11' 21" West 247.30 feet along said East line; thence North 4° 42' 39" East 172.19 feet along said East line to a point of intersection with the South line of Parcel B, Plat of Survey No. 2479 as filed for record in Book 10816, Page 421 in the Office of the Linn County, Iowa, Recorder; thence North 89° 46' 20" East 540.57 feet along said South line to the Southeast Corner thereof; thence North 0° 54' 53" West 366.46 feet along the East line of said Parcel B to the Southwest corner of Parcel A, said Plat of Survey No. 2479; thence North 89° 50' 26" East 1326.09 along the South line of said Parcel A and the Easterly extension thereof to the point of beginning, subject to easements, covenants and restrictions of record, containing 37.919 acres.

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 April 21, 2021 as last amended on MAY 17, 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. Lot 1 shall be limited to a single access. Access for Lot 2 shall be provided through the property at 619 and/or 617 Dows Road upon the sale of Lot 2 to the adjacent property owner to the south. Should the sale of Lot 2 not occur to the adjacent property owners, access shall be provided through Lot 1.
2. Dedication of road right-of-way, County Standard Specifications, Section 5. Forty feet of right-of-way on Dows Road adjacent to development shall be dedicated to the County for road purposes.
3. Road agreement with conditions similar to final plat cases. County Standard Specifications, Section 1.
4. Entrance permit and E-911 address sign to be applied for at Linn County Secondary Road Department prior to entrance construction (319-892-6400).

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

1. Show approximate location of natural drainage ways and a note restricting building within the natural drainage way should be shown on the final plat. Contact the NRCS office for widths and building restriction requirements.
2. Land disturbance greater than 1 acre in size, not associated with agricultural crop production, will require a NPDES permit granted by the Iowa Department of Natural Resources.
3. Submit erosion and sediment control plan for review and acceptance.
4. Clarify plans to address potential wetland area with 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. 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. A signed deed restriction will be submitted, that combines proposed Lot 2 of FBH Addition with Lot 2 of Abraham 1st Addition. Said deed restriction shall be recorded by Planning & Development staff after the deed transferring ownership of Lot 2 FBH Addition is recorded.
4. This plat lies within the 2-mile jurisdiction of the City of Cedar Rapids, and as per the 28E Agreement between the City and the County, will require City approval or a waiver of the right to review.
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. The final plat bound documents must be approved by the Linn County Board of Supervisors on or before **MAY 17, 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 UDC.
8. 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
 - i. Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the UDC.
 - ii. Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
 - iii. Three (3) copies of the surveyor's drawing
 - iv. A covenant for a secondary road assessment

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat is hereby approved. The Board of Supervisors and County Engineer are hereby authorized to enter approval upon the final plat resolution. The Board of Supervisors' Chairperson is also hereby authorized to sign said plat which executes an acceptance of dedication of property to the public, as shown on said plat.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by June 30, 2022 to be valid.

Passed and approved this 30th day of June, 2021

Supervisor

Attest:

Linn County Engineer

State of Iowa)
) SS
County of Linn)

1

Linn County Board of Supervisors
June 30, 2021
Resolution # _____
JF21-0007
Page 5 of 5

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

PUBLIC BIDDER TAX SALE CERTIFICATE ABATEMENT AGREEMENT

COME NOW, Hannah L & Chase J McFarlane and Linn County, Iowa, and enter into an agreement for settlement of Public Bidder Tax Sale Certificate PB 10-2014, as follows:

WHEREAS, Linn County, Iowa holds Public Bidder Tax Sale Certificate PB10-2014 on property located at 4477 Usher's Ferry Rd NE, Cedar Rapids, IA 52411 Parcel #130147700200000, and legally described as"

Lot 17, Auditor's Plat #456

And

WHEREAS, the redemption value of the above Public Bidder Tax Sale Certificate as of June 28, 2021 is \$21,524.00.

WHEREAS, pursuant to Section 44.16, Code of Iowa, the Linn County Board of Supervisors is authorized to compromise and abate the tax interest of tax certificates; and

WHEREAS, Hannah L & Chase J McFarlane desires to obtain the above-described real property to extend ownership of their existing property, for that purpose,

NOW, THEREFORE, IT IS HEREBY AGREED by the parties that:

1. Linn County, Iowa will accept the sum of \$7972.00 from Hannah L & Chase J McFarlane in complete satisfaction of Public Bidder Tax Sale Certificate PB10-2014 on the above described real estate.

Hannah L McFarlane & Chase J McFarlane

By: _____ Date: _____

By: _____ Date: _____

LINN COUNTY, IOWA

By: _____ Date: _____

Stacey Walker, Chairperson, Linn County Board of Supervisors

Finger, Nicki

Subject: FW: Request to consider purchase offer for Parcel 130147700200000: Address 4477 Ushers Ferry Road

From: Hannah McFarlane <hannah.mcfarlane@cvhumane.org>

Sent: Thursday, June 10, 2021 3:51 PM

To: Board of Supervisors <BOARDDEL@linncounty.org>

Subject: Request to consider purchase offer for Parcel 130147700200000: Address 4477 Ushers Ferry Road

June 10, 2021

To whom this may concern,

I would like to purchase the tax sale certificate 2014P10 for \$7972.00 and request the tax sale interest to be waived. The address for this vacant lot is 4477 Ushers Ferry Road, Cedar Rapids, IA 52411. Parcel Number 130147702200000.

This property adjoins our current residence. My understanding is that due to the small size of the lot, under current permitting requirements, no septic system permit is obtainable, hindering future home construction.

Upon acceptance of the purchase offer and receipt of the tax sale certificate 2014P10, I will proceed with the process associated with taking ownership of the deed.

Your consideration and approval would be greatly appreciated.

Best,

--

Hannah McFarlane
Programs Director
Cedar Valley Humane Society
319.362.6288

HELD UNDER THE PROVISIONS OF SECTIONS 446.18 AND 446.19 CODE OF IOWA.

I, SHARON K. GONZALEZ, TREASURER OF LINN COUNTY, IOWA DO HEREBY CERTIFY THAT ON THE 16 DAY OF JUNE, A.D., 2014 AT THE REGULAR SALE BEGUN AND PUBLICLY HELD ON THE THIRD MONDAY OF JUNE, A.D., 2014 THE PARCEL OF REAL PROPERTY DESCRIBED BELOW, SITUATED IN THE COUNTY AND STATE AFORESAID, WAS SOLD TO LINN COUNTY FOR THE TAXES FOR THE YEARS

2008 2009 2010 2011 2012 2013
FOR THE [100%] UNDIVIDED PORTION WHICH WAS THE SMALLEST PORTION BID FOR, AND FULL PAYMENT HAS BEEN MADE THEREFOR, FOR THE FOLLOWING TAXES, INTEREST AND COSTS DUE AND REMAINING UNPAID UPON SUCH PARCEL OF LAND, TO WIT:

TAXING DIST:080 PROP ADDR:4477 USHERS FERRY RD CEDAR RAPIDS
GPN:13014-77002-00000 PARCEL:69241285 ITEM: 392
TYPE:24 DPNO:0000100665
EVERTS CLARENCE & ANGELINE M D
% WILLIAM D EVERTS
PO BOX 10747
CEDAR RAPIDS IA 52410

LEGAL DESC:A.P. 456

STR/LB:17

ACRES: .17

TYPE	YEAR	TAX	PENALTY	COST	TOTAL DUE	
REAL EST	2008-01	29.00	25.00	20.00	74.00	74.00
REAL EST	2008-02	29.00	22.00	4.00	55.00	129.00
REAL EST	2009-01	32.00	22.00		54.00	183.00
REAL EST	2009-02	32.00	19.00	4.00	55.00	238.00
REAL EST	2010-01	33.00	16.00		49.00	287.00
REAL EST	2010-02	33.00	13.00	4.00	50.00	337.00
REAL EST	2011-01	35.00	11.00		46.00	383.00
REAL EST	2011-02	35.00	8.00	4.00	47.00	430.00
REAL EST	2012-01	36.00	5.00		41.00	471.00
REAL EST	2012-02	36.00	2.00	4.00	42.00	513.00
MISC	2009-02	1088.00	935.00	5.00	2028.00	2541.00
MISC	2010-03	1034.00	701.00	5.00	1740.00	4281.00
MISC	2011-04	980.00	488.00	5.00	1473.00	5754.00
MISC	2012-05	926.00	293.00	5.00	1224.00	6978.00
MISC	2013-06	871.00	118.00	5.00	994.00	7972.00

GRAND TOTAL PAID 7972.00

WITNESS MY HAND THIS 16 DAY OF JUNE, A.D., 2014

SHARON K. GONZALEZ

DEPUTY

TREASURER OF
LINN COUNTY, IOWA

FORM ID # 209

Resolution 062421A

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

COUNTY AND CITY MAINTENANCE PROJECT AGREEMENT

This agreement entered into this 24th day of June, by and between Linn County, Iowa, hereinafter referred to as County, and the City Of Palo, hereinafter referred to as City.

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

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

WHEREAS, it is proposed, that Linn County place approximately 440 tons of shoulder rock along Covington Rd. from Yates Rd. to Blairs Ferry Rd. for approximately 4'W X 2"H X 9,281'L and place approximately 212 tons of shoulder rock along Blairs Ferry Rd. from Palo Marsh Rd. to the first set of rail road tracks for approximately 4'W X 2"H X 4,460'L through the City of Palo's jurisdiction, and

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

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

- 1) SCOPE OF WORK – Linn County will place shoulder rock along Covington Rd. from Yates Rd. to Blairs Ferry Rd. and Blairs Ferry Rd. from Palo Marsh Rd. to the first set of railroad tracks west of Palo Marsh to rebuild the rock shoulder along the pavement.
- 2) DURATION - This Agreement shall commence on the date that both parties sign this agreement and shall continue thereafter until the final completion of the project and settlement of the financial conditions of this agreement.
- 3) PURPOSE - The purpose of this Agreement is to accomplish the proposed project as described herein in accordance with the aforesaid scope of work and in agreement with conditions specified in this Agreement.
- 4) ADMINISTRATION - The County shall be responsible for the administration of this project.

- 5) The City and County agree to save and indemnify and keep harmless, each other against all liabilities, judgments, costs, and expenses which may in any way come against the County or City or which in any way result from carelessness or neglect of either party or its agents, employees, or workmen in any respect whatsoever.
- 6) The City and County agree to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons arising out of any acts or omissions by the City or County, its agents, servants or employees in the course of any work done in connection with any of the matters set forth in this agreement.
- 7) FINANCING - The County shall initially finance the cost of the project. The City shall reimburse the County for the actual cost based on estimates for the portion of the project within their corporate limits as they exist at the time the project is complete. Payment shall be made within 30 days of receipt of detailed invoice.

Qty	Unit	Item Description	Price	Total
652	tons	Class A rock; equipment; labor	\$30.00	\$19,560.00
				\$0.00
				\$0.00
			TOTAL	\$19,560.00

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

8) TERMINATION:

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

Executed in triplicate, each of which shall constitute as original, by Linn County on the 24th day of Jun, 2021, and by the City of Palo on the 24th day of June, 2021.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

CITY OF PALO



ATTEST:

ATTEST:

LINN COUNTY AUDITOR

Lenna Goodale
PALO CLERK

2021 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

GRANTS.GOV UEI: UNBHXYL9LJ19 GRANT 13388489

Governing Body Review

BETWEEN THE CITY OF CEDAR RAPIDS, IOWA AND THE COUNTY OF LINN, IOWA

This agreement is made and entered into this 9th day of June, 2021, by and between the COUNTY of LINN, acting by and through its governing body, the Board of Supervisors, hereinafter referred to as COUNTY, and the City of Cedar Rapids, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Linn County, State of Iowa, witnessed:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement.

NOW THEREFORE, the COUNTY and CITY agree as follows:

The 2021 Byrne Justice Assistance Grant is \$49,202.

Section 1

COUNTY agrees to pay the CITY a total of **\$24,601** of JAG funds for use in its 2021 Byrne Justice Assistance program, and COUNTY agrees to use **\$24,601** for use in its 2021 Byrne Justice Assistance program. Both the CITY and COUNTY will be using JAG funds for equipment purchases. See program narrative for details.

GRANTS.GOV UEI: UNBHXYL9LJ19 GRANT 13388489

Section 2

By entering into this Agreement, the parties do not intend to create any obligations expressed or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Authorized Program Director for the 2021 Byrne Justice Assistance Grant (JAG) Program is Colonel Douglas Riniker of the Linn County Sheriff's Office.

CITY OF CEDAR RAPIDS, IOWA

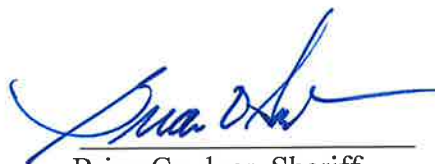
COUNTY OF LINN, IOWA


Bradley Hart, Mayor

Stacey Walker, Chair

ATTEST: APPROVED AS TO FORM:


Wayne Jerman, Chief
Cedar Rapids Police Department


Brian Gardner, Sheriff
Linn Co. Sheriff's Office

Contract Extension
[Independent Contractor Service Agreement
Between
Ilmir, Inc. and Linn County]
June 23, 2021

This letter of agreement extends the previous Independent Contractor Service Agreement with an original ending date of 06 / 30 / 2022.

The contract extension is between the following [#2] parties named in the agreement attached.

(1) LINN COUNTY

(2) ILMIR, INC.

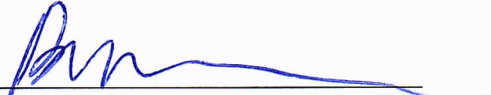
NEW CONTRACT EXTENSION AGREEMENT DATES

It is agreed that these [#2] parties extend the contract for the following dates -

FROM

07 / 01 / 2021 TO 06 / 30 / 2022

All terms and conditions stated in the original contract will remain the same for the new dates of this agreement extension.

Agency	Ilmir, Inc.
Signature	Signature 
Name	Name Boris Kagan
Title	Title President
Date	Date 6/23/2021

Commencing at the Northeast Corner of the Southeast Quarter of the Northwest Quarter of said Section 20; thence South 0° 53' 14" East 114.65 feet along the East line of the Southeast Quarter of the Northwest Quarter of said Section 20 to the point of beginning; thence continuing South 0° 53' 14" East 70.01 along said East line; thence South 89° 50' 26" West 556.07 feet along the North line of Lot 1, Paullus First Addition to Linn County, Iowa, as filed for record in Book 4199, Page 30 in the Office of the Linn County, Iowa, Recorder to the Northwest Corner thereof; thence South 0° 52' 51" East 1140.19 along the West line of said Lot 1 and the West line of Frank Foster's First Addition to Linn County, Iowa, as filed for record in Book 1879, Page 1 in the Office of the Linn County, Iowa, recorder to a point of intersection with the South line of the Southeast Quarter of the Northwest Quarter of said Section 20; thence South 89° 55' 11" West 768.47 feet along said South line to the Southwest Corner thereof; thence South 0° 43' 32" East 661.00 feet along the East line of the North Half of the Northwest Quarter of the Southwest Quarter of said Section 20 to the Southeast Corner thereof; thence North 89° 57' 24" West 505.16 feet along the South line of said North Half of the Northwest Quarter of the Southwest Quarter to a point of intersection with the East line of a tract of land described in Volume 1483, Page 448 in the office of the Linn County, Iowa, Recorder; thence North 16° 39' 39" East 449.14 feet along said East line; thence North 9° 07' 21" West 678.70 feet along said East line; thence North 22° 11' 21" West 247.30 feet along said East line; thence North 4° 42' 39" East 172.19 feet along said East line to a point of intersection with the South line of Parcel B, Plat of Survey No. 2479 as filed for record in Book 10816, Page 421 in the Office of the Linn County, Iowa, Recorder; thence North 89° 46' 20" East 540.57 feet along said South line to the Southeast

Corner thereof; thence North 0° 54' 53" West 366.46 feet along the East line of said Parcel B to the Southwest corner of Parcel A, said Plat of Survey No. 2479; thence North 89° 50' 26" East 1326.09 along the South line of said Parcel A and the Easterly extension thereof to the point of beginning, subject to easements, covenants and restrictions of record, containing 37.919 acres. For the purpose of this description, the East line of the Southeast Quarter of the Northwest Quarter of said Section 20 is assumed to bear North 0° 53' 14" West.

is hereby changed from the "AG" Agricultural District to the "RR2" Rural Residential 2-Acre 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 1st day of June, 2021

Second consideration on the 2nd day of June, 2021

Third and final passage on the 30th day of June, 2021.

Published in the Gazette on the _____ day of _____, 2021.

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 _____, 2021 and published as provided by law on _____, 2021.

Linn County Auditor

Subscribed and sworn to me this _____ day of _____, 2021.

Notary Public, State of Iowa



June 30th, 2021

Jeanette Archer-Simons
Executive Director
ASAC Services
3601 16th Ave SW
Cedar Rapids, IA 52404

Ms. Archer-Simons

After much review, Linn County has decided to go in a different direction for its sobering services at the Mental Health Access Center.

Therefore, according to **Section 10.4 Termination of Agreement Without Cause**. Either party may terminate this Agreement without cause upon a sixty (60) day prior written notice of termination to the other party. Linn County is notifying ASAC, June 30th, that it is invoking Section 10.4 of our contract with ASAC for ASAC's sobering services at the Mental Health Access Center effective August 28st, 2021.

If you have any questions, please contact David Thielen, Linn County Community Services at 319-892-5610. We have appreciated ASAC's input and ongoing support at the Mental Health Access Center and look forward to continuing that partnership through other services.

,
Sincerely,

Stacey Walker
Chair, Linn County Board of Supervisors

**Mental Health Access Center,
Linn County and Area Ambulance Service Agreement**

This agreement is made and entered into this July 1, 2021 by and between Linn County ("County"), with its main office located at 935 2nd Street SW, Cedar Rapids, IA 52404, and Area Ambulance Service ("Provider"), with an office located at 2730 12th St SW, CR, Iowa 52404. In consideration of the premises and promises contained herein, it is mutually agreed by and between County and Provider to the below terms and conditions.

The statements and intentions of the parties, to this Agreement, are as follows:

- Linn County wishes to contract for services with Area Ambulance Service. Area Ambulance Service will provide various behavioral health services (mental health, substance abuse and/or crisis services) for Clients of the Mental Health Access Center (Access Center). The services provided will be based on leading practices of the respective field where the service provider is operating for all aspects of Client care, employing qualified employees, billing for services, quality control, etc.
- Linn County is a governmental entity organized under the Code of Iowa, governed by the Linn County Board of Supervisors.
- Provider is licensed, certified and/or accredited under the laws of the State of Iowa to provide mental health, substance abuse or crisis services and is interested in contracting with County to provide covered services.
- Provider possesses specialized knowledge and skills not possessed by currently available County staff members and which are necessary to provide certain services to individuals in need. Therefore, County desires to retain Provider and Provider desires to provide to County the services (the "Services") described in the statement of work (the "Statement of Work") attached hereto as Appendix A.

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SECTION 2

Definitions

Assignment: The act of transferring to another all or part of one's property interest or rights.

Client: A person who receives services through the Mental Health Access Center.

Services: Behavioral health services (mental health, substance abuse or crisis services) to include those listed in Appendix A

Subcontract: The act in which one party to the original contract enters into a contract with a third-party to provide some or all of the services listed in the original contract.

Client Authorization: A Client authorization is standard form, signed by an individual or the guardian of the individual, to allow disclosure of the Client's personal health information. The form must include the specific personal health information to be disclosed, who is to receive the information, and when the authorization expires. The Client may revoke the authorization at any time.

Protected Health Information: Individually identifiable health information that is transmitted by or maintained in electronic media or transmitted by or maintained in any other form or medium.

SECTION 3

Duties of Provider

Section 3.1 Provision of Services. Provider shall provide Services to Clients to the extent designated in Appendix A - Statement of Work. Such Services shall be rendered in compliance with applicable laws and regulations and industry best practices. Provider shall also provide Services in a manner which: (a) documents the services provided, in conformance with Federal, State and local laws and regulations, and (b) protects the confidentiality of the Client's protected health information.

Section 3.2 Best Practice Services. Provider shall perform the Services in a timely and industry best practice manner in accordance with the Appendix A - Statement of Work and the prevailing reasonable behavioral health standards applicable thereto.

Section 3.3 Background Checks. Prior to providing any Services under this Agreement, Provider will conduct background checks on each individual Provider intends to assign to this Agreement, which background checks must include, at a minimum, items with respect to each individual's criminal, sexual offender, child abuse, dependent adult abuse, and verification of credentials/licenses. To the extent allowable by law, Provider will not permit any individual whose background check contains adverse results in the aforementioned areas to perform work under this Agreement, unless the person has been authorized for the involved position by the Iowa Department of Human Services (DHS) standard approval process or consistent with provider's leading practice criteria for hiring for the position involved. Provider will maintain proof that background checks were completed with satisfactory results, and will provide the County with verification of their process upon request.

Section 3.4 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow County access to books and records, for purposes of appeals, utilization, review, grievance, claims payment review, individual medical records review or financial audits, during the term of this contract and seven (7) years following its termination for all services provided at the Access Center.

Section 3.5 Operational Reports. Provider shall submit mutually agreed upon de-identified operational data to the Access Center's Director at least quarterly.

Section 3.6 Use of County Facilities. Initial equipment and operational supplies will be paid for using fund balance dollars to the extent that the fund balance allows. Provider will be responsible for ongoing operational supplies and all tools it requires to accomplish the Services. County shall make a facility reasonably available to Provider for its use, only in connection with the provision of Services. Provider's use of County facilities are conditioned on participation in this Agreement. County facilities and equipment will only be used in conjunction with Access Center Clients and not with any patients or clients they serve outside the purview of the Access Center. In the event that the relationship is terminated under any of the conditions, Provider will vacate the County facilities without delay on an agreed upon timeline. Provider will leave facilities in the same condition as they found them in except for general wear and tear. Provider will not make any material changes to facilities without prior authorization.

In the event Provider has access to County's information or telephone systems in performing the Services, Provider will comply with County's Information Security Standards for Providers and any other conditions for use set by the County.

Section 3.7 Provider Expenses. Provider agrees to be responsible for all expenses Provider incurs in connection with this Agreement. Such expenses include, but are not limited to, salaries, benefits, accounting fees, legal fees, advertising, office expenses, telephone, vehicles, mileage, travel, entertainment, and any other expenses of Provider in the performance of this Agreement.

Section 3.8 Policies and Procedures. Provider agrees that all policies and procedures developed specifically for the Access Center shall remain available for Access Center use subsequent to the termination of this agreement.

Section 3.9 Non-competition During the term of this Agreement and for a period of two (2) years after the termination for any reason of Provider's relationship with County, Provider hereby agrees, to the extent allowable by law, not to attempt to reduce the effectiveness of any replacement provider or contact any Access Center Client referral sources (i.e. hospitals, law enforcement, ambulatory, etc.) to redirect Clients in need of Access Center provided services to the Provider under this agreement. The Provider under this agreement will be able to provide care as in Appendix A without limitation.

County and Provider agree that the above restrictions will not prevent Provider from working and plying its trade in its industry. Both County and Provider agree that these restrictions are fair and reasonable.

Other than the above restrictions, Provider represents and warrants that Provider is not party to or subject in any way to any non-competition or non-solicitation agreement with any person or entity.

SECTION 4

Duties of County

Section 4.1 Non-exclusivity. County and Provider acknowledge and agree that Provider is in business for itself, and shall be free to perform work for individuals other than those seen through County during the term of this Agreement. Provider is also able to refer the Clients seen through the County to others in the Provider for services not done for the County.

Section 4.2 Facility. County shall provide a facility suitable and in reasonable upkeep for the Provider to provide the Services as covered by this Agreement. County may provide utilities, internet and telephone services. The provision of these services may be renegotiated as needed. County may bill Provider for utilities, other operating costs, etc. as mutually agreed upon.

Section 4.3 Operations. County will hire and supervise an Access Center Director. County will not be responsible for the direct provision of Services. County will be responsible for overseeing operations, coordination and optimal renewal/replacement of Providers and reporting of consolidated financial and operational information to appropriate stakeholders on a timely basis. County will coordinate with the Providers minimizing expenses to the best extent possible so that Region support is appropriately utilized.

Section 4.4 Confidentiality. County will maintain the agreements outlined in the attached Providers agreement for maintenance of confidentiality of client records in accordance with all local, state and Federal laws including HIPAA and 42 CFR Part 2.

SECTION 5

Claims Submission and Payment

Section 5.1 Claims Submission. Provider agrees to submit and has the right to submit all claims for reimbursement and in accordance with the requirements of Medicaid, Medicare and private insurance of the Client.

Section 5.2 Claims Payments. The Provider will receive directly and have the right to keep all payments received on claims as outlined immediately above.

Section 5.3 Other Provider Payments. The Provider has the right to receive and retain all other direct payments received related to their involvement in the Access Center. This might include grants, Region support, State support, County support (Not to exceed amounts detailed in Appendix E) and other sources.

Section 5.4 Shortfall Reimbursement: *Purpose of Addition of Section 5.4 is to address that it is anticipated that on some occasions County may have reserve funding from the region and/or county general fund that County will use to reimburse Provider for shortfalls.*

County will only reimburse Provider shortfalls when reserve funding is available. County has no legal or contractual duty to reimburse shortfalls to Provider if no reserve funding is available. Availability of funding for shortfall reimbursement is subject to change. County does not guarantee funding availability for shortfall reimbursement. County does not guarantee the length of time shortfall reimbursement will be available to Provider.

Procedure: County will notify provider when reserve funding is available in writing. Written notice from County will specify the types of shortfall services eligible for reimbursement, the approximate range of maximum monthly reimbursement if applicable, and the approximate length County staff believe such shortfall funding may be available. Once Provider receives written notice of available funding, Provider may submit monthly invoices to LCCS Core Finance for reimbursement.

Both parties will work in good faith to resolve any issues regarding shortfall reimbursement.

SECTION 6

Relationship Between the Parties

Section 6.1 Relationship between County and Provider. The parties intend Provider to serve solely under this Agreement as an independent contractor and not as an employee, agent, partner, or joint venture of County. No other relationship is intended to be created between the parties. Provider will have no power or authority to bind County or assume or create any obligation or responsibility on County's part or in County's name, and will not represent to any third party that Provider has such power or authority. Provider maintains the right to accept or reject Clients. Provider's Services will be performed with no supervision from County and, while the desired results of Provider's Services will be mutually agreed upon, County will exercise no control or direction as to the means for accomplishing this result. Provider shall maintain social security, workers' compensation and all other employee benefits covering Provider's employees as required by law.

SECTION 7

Hold Harmless and Indemnification

Section 7.1 Provider Hold Harmless and Indemnification. Provider hereby agrees to indemnify, defend, and hold harmless County, its affiliates, and their respective supervisors, directors, employees, advisors, and agents (each of the foregoing being hereinafter referred to individually as an "Indemnified Party") from and against any and all liabilities, losses, expenses (including attorney's fees and legal expenses related to such defense), fines, penalties, taxes, or damages arising from services or actions solely of Provider. County shall promptly notify Provider of any third party claim subject to indemnification hereunder and Provider shall, at County's option, conduct the defense or settlement of any such third party claim at Provider's sole expense and County shall reasonably cooperate with Provider in connection therewith pursuant to this agreement.

Section 7.2 County Hold Harmless and Indemnification. County will, only to extent permitted by the Iowa Constitution and laws of the State of Iowa, indemnify, defend, and hold harmless Provider, its affiliates, and their respective officers, directors, employees, advisors and agents from any and all claims which arise out of or are in any way direct results of the County's negligence, except for and to the extent that such damages or injuries have been established by a court of competent jurisdiction to have directly resulted from Provider's negligence in performing its duties and obligations pursuant to this Agreement. Provider shall promptly notify County of any third party claim subject to indemnification hereunder and Provider shall reasonably cooperate with County in connection therewith pursuant to this agreement.

Section 7.3 Assist in the Defense of Claims. During and after the term of this Agreement, the Parties agree to assist the other in connection with the defense of any claim involving Access Center.

SECTIONS 8

Liability Insurance

Section 8.1 Provider Liability Insurance. Provider shall procure and maintain, at the Provider's own expense, all necessary insurance coverage for the performance of its Services under this Agreement, including professional liability insurance, general liability insurance, comprehensive general and/or umbrella liability insurance, workers' compensation, all other statutorily required insurances and business auto liability insurance (if applicable). Evidence of insurance shall be provided at the time of execution of this Agreement and annually thereafter. The evidence of insurance may be provided in the form of a certificate of insurance addressed to the County. Provider will provide County with prompt written notice of any material change in any insurance coverage required to be carried by Provider under this section.

Section 8.2 Provider Insurance Minimums. Provider agrees to have in force on the date of occupancy, and to keep in force thereafter for the term of this agreement, insurance per the above coverage requirements. Provider shall maintain general liability insurance, naming the County as an additional insured, in an amount not less than three (3) million dollars in aggregate/one (1) million dollars per occurrence. The naming of the County as an additional insured shall not constitute a waiver of the defenses available to the County under Section 670.4 of the Code of Iowa.

Section 8.3 County Insurance. County is self-insured and will provide proof of coverage if requested.

SECTION 9

Laws and Regulations

Section 9.1 Laws and Regulations. Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal and state laws. Provider shall be licensed by appropriate agencies, regulatory entities, etc.

Section 9.2 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any otherwise qualified individual based on sex, race, color, age, religion, national origin or disability. Provider agrees to ensure mental health, substance abuse and crisis services are rendered to Clients in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

Section 9.3 Equal Opportunity Employer. County is an equal employment opportunity employer. County supports a policy prohibiting discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with County's Equal Employment Policy.

Section 9.4 Confidentiality of Records. County and Provider agree to maintain the confidentiality of all information regarding Services provided to Clients under this Agreement in accordance with any applicable laws and regulations including the Health Information Portability and Accountability Act (HIPAA) of 1996 and 42 CFR Part 2. Provider acknowledges, consistent to appendix D, that in receiving, storing, processing, or otherwise dealing with information from Clients, it is fully bound by federal and state laws and regulations, including HIPAA governing the confidentiality of medical records and mental health records.

Provider will be allowed to share confidential Client data with other service providers of the County that are working in the Access Center only if the Client consents in writing. This will be done as appropriate to maximize the provider coordination and effectiveness of treatment to each Client. Provider will be allowed, with the Client's written approval, to share confidential Client data with other service providers that a Client is referred to outside of the Access Center.

During and after Provider's independent Provider relationship with County, Provider agrees to hold all Confidential Information (as hereinafter defined) disclosed to or otherwise obtained by Provider in connection with this Agreement in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to any person or entity and not to use any Confidential Information for any purpose whatsoever other than is required in the performance of Provider's duties under this Agreement.

Provider shall take all reasonable precautions to prevent disclosure of the Confidential Information to unauthorized persons or entities. Provider agrees to notify County promptly and in writing of any circumstances of which Provider has knowledge relating to any possession, use, or knowledge of any portion of the Confidential Information by any unauthorized person.

Notwithstanding anything in this section to the contrary, Provider may disclose the Confidential Information to the extent required by applicable law, regulation, or a valid order by a court or other governmental body.

Section 9.5 Security Measures. Provider shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of or from County. Provider shall ensure that any agent, including a subcontractor to whom it provides electronic protected health information, agrees to implement reasonable and appropriate safeguards to

protect it. Provider shall limit access to the County's facility to only those that need to be there for the operation of the Access Center.

Section 9.6 Complete Agreement. This Agreement is the parties' entire understanding on its subject matter, and supersedes all prior understandings or agreements. No other representations, promises, agreements, or understandings, whether oral or written, shall be of any force or effect. This Agreement shall be binding upon and inure to the benefit of County, its permitted successors, or assigns.

Section 9.7 Non-assignability. Provider shall not assign, transfer, or subcontract this entire Agreement. This section is not intended to prohibit providers from using independent contractors.

Section 9.8 Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. In the event any provision of this Agreement is held to be unenforceable as written, but enforceable if modified, then such provision shall be deemed to be amended to such extent as shall be necessary for such provision to be enforceable and it shall be enforced to that extent.

Section 9.9 Waiver or Breach. No change or modification to or waiver of any provision under this Agreement shall be valid unless in writing and signed by both parties. No waiver of any breach, term, or condition of this Agreement by any party, whether by conduct or otherwise, in any one or more instance, shall constitute a further waiver of the same or any other breach, term, or condition. Failure, delay, or forbearance of any party to insist on strict performance of any provision of this Agreement, or to exercise any rights or remedies hereunder, shall not be construed as a waiver.

Section 9.10 Survival After Termination. The parties' obligations under sections 3.4, 3.9, 7.1, 7.2, 7.3, 9.4, 9.5, 10.7, 10.8, 10.9, and 12.7 will survive the termination of this agreement.

SECTION 10

Term and Termination

Section 10.1 Term Intent. The County's intent of this agreement is to enter into a long-term mutually beneficial relationship with Provider to serve the needs of Clients of the Access Center. This intent may be influenced by external factors but this is the initial intent as of the date of its signing.

Section 10.2 Term. The initial term of this Agreement shall start September 1st and continue to June 30, 2022. This Agreement shall be renewed or renegotiated on an annual calendar year basis, unless terminated earlier by either party in accordance with this Agreement.

Section 10.3 Non-Renewal of Agreement. Either party may choose not to renew this agreement upon a sixty (60) day written notice to the other party prior to the expiration of the contract.

Section 10.4 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause upon a sixty (60) day prior written notice of termination to the other party.

Section 10.5 Termination With Cause by County. County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy filed by the Provider; (d) County's determination of inadequate funding; or (e) Provider's material breach of any of the terms or obligation of this Agreement.

For

other terms or obligations of this Agreement breached by the Provider, the following termination procedures shall apply. Prior to terminating the contract, County shall notify the Provider in writing of the alleged deficiency or violation and identify the recommended corrective action and request a written response to the allegation. If the parties agree on appropriate corrective action, the party responsible for implementing that action shall forward a written description of such action to the County. In the event that the Provider fails to respond within thirty (30) days of receipt of the written notice of violation, or in the event that the parties fail to agree on appropriate corrective action, the County may notify the Provider, in writing, that the contract will terminate sixty (60) days after receipt of the written notice to terminate.

Section 10.6 Termination With Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to County upon the occurrence of County's material breach of any of the terms or obligations of this agreement or insufficient funding.

For other terms or obligations of this Agreement breached by the County, the following termination procedures shall apply. Prior to terminating the contract, Provider shall notify the County in writing of the alleged deficiency or violation and identify the recommended corrective action and request a written response to the allegation. If the parties agree on appropriate corrective action, the party responsible for implementing that action shall forward a written description of such action to the Provider. In the event that the County fails to respond within thirty (30) days of receipt of the written notice of violation, or in the event that the parties fail to agree on appropriate corrective action, the Provider may notify the County, in writing, that the contract will terminate sixty (60) days after receipt of the written notice to terminate.

Section 10.7 Information to Clients. Provider acknowledges the right of County to inform County Clients of Provider's termination and agrees to cooperate with County in deciding on the form of such notification. Provider agrees to assist the transition of Clients to an alternate Provider if advantageous to County.

Section 10.8 Continuation of Services After Termination. Upon request by County, Provider shall continue to render Services in accordance with this Agreement until County has transferred County Clients to another provider, until such County Client is discharged or until an identified transition plan is in place.

Section 10.9 Notices to County. Any notice, request, demand, waiver, consent, approval or other communication to County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Linn County Community Services

Attention: Executive Director
1240 26th Avenue Ct SW
Cedar Rapids, IA 52404

Section 10.10 Notices to Provider. Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Organization: Area Ambulance Service
Attention: Jennifer Peden
Address: 2730 12th St SW, Cedar Rapids, Iowa 52404

SECTION 11

Amendments

Section 11.1 Amendment. This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, County may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to County within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

Section 11.2 Regulatory Amendment. County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

SECTION 12

Other Terms and Conditions

Section 12.1 Non-Exclusivity. This Agreement does not confer upon the Provider any exclusive right to provide Services to Clients. County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

Section 12.2 Assignment. Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of County.

Section 12.3 Subcontracting. Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to and approval of County. This section is not intended to prohibit providers from using independent contractors.

Section 12.4 Entire Agreement. This Agreement and its attachments constitute the entire agreement between County and Provider, and supersede or replace any prior agreements between County and Provider relating to its subject matter.

Section 12.5 Rights of Provider and County. Provider agrees that County may use Provider's name, address, telephone number, and description of Provider and Provider's care and specialty services in any

promotional activities. Otherwise, Provider and County shall not use each other's name, symbol or service mark without prior approval of the other party.

Section 12.6 No Waiver. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

Section 12.7 Reporting Requirements. Provider agrees to complete all requested operational and financial reporting requirements.

Section 12.10 No Third Party Beneficiary Rights. The parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the parties.

Section 12.11 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the state of Iowa, without giving effect to any conflict of law principles that may require the application of the laws of another jurisdiction.

Section 12.12 Construction. This Agreement shall not be construed more strongly against either party regardless of which party was more responsible for its preparation. The captions in this Agreement have been inserted solely for convenience of reference and are shall have no effect upon construction or interpretation.

INTENDING TO BE LEGALLY BOUND, each of the parties hereto has caused this Agreement to be executed by a duly authorized representative of such party as of the date first set forth above.

County:
Linn County

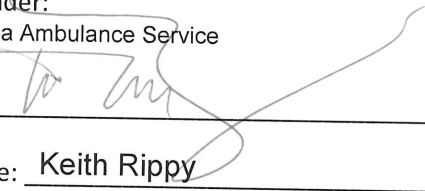
By: _____

Name: _____

Title: _____

Date: _____

Provider:
Area Ambulance Service

By:  _____

Name: **Keith Rippey**

Title: **CEO**

Date: **June 28th, 2021**

APPENDIX A

Statement of Work

Mental Health Access Center – Provider service offering summary (subject to change at any time as verbally agreed to by the parties of this agreement):

Abbe Mental Health Access Center:

- Crisis psychiatric evaluations
- Crisis medication management
- Peer support services
- Mental health assessment and recommendations
- Care collaboration through integrated health home
- Warm line
- Care coordination and referrals

ASAC:

- Substance abuse assessment
- Medical detox
- Clinical management
- Care coordination and referrals
- Hiring food service for Center

Foundation 2:

- Immediate triage of clients
- Intake and brief screening
- Suicide assessment and safety planning
- Crisis observation support
- Mobile crisis support with transportation
- Follow-up services – 24 hour, 7 day, and 30 day
- Care coordination and referrals

Penn Center:

- Crisis stabilization
- Crisis observation
- Subacute services
- Care coordination and referrals

Area Ambulance

- Sobering Unit

APPENDIX B

Service Provider's Responsibilities

Service Provider will be responsible for the following:

- Direct care of the individuals served
- Maintaining quality of the services provided
- Provides an environment that is best practice focused, collaborative, includes holistic assessments and recovery orientated
- Serve all individuals that can be best served by the Mental Health Access Center that are not in need of immediate medical care or violent at or immediately prior to arrival
- Collaborating to the maximum extent possible with all other service providers and Linn County to the benefit of the individuals served
- Protecting individual's information according to HIPPA standards and requirements
- Referring individuals served to an appropriate next service provider
- Respond to improvement input from both individuals served and referral services when possible
- Help educate the referral sources on the individuals that may best be served by the Access Center
- Maintaining appropriate accreditations and licenses for your organization's industry
- Hiring, supervising and staffing of their positions
- Training their employees and cross-training others
- Billing for services timely to the maximum extent possible
- Establishing contracts with commercial insurance providers as applicable
- Maximizing service revenue and minimizing expenses to the best extent possible so that Region support is minimized
- Reporting key performance information so it can be consolidated for the full Mental Health Access Center
- Reporting items of actual or potential concern to the Access Center Director timely
- Securing access to the buildings
- Obtaining insurance coverage as required by this agreement
- Taking good care of the County's facility and fixed assets – reasonable wear and tear is expected.
- Providing the maximum notice possible of any plans to discontinue the relationship with the Mental Health Access Center
- Hiring and supervising a food service function (ASAC)

APPENDIX C

Linn County's Responsibilities (Subject to change during Access Center operation)

Linn County will be responsible for the following:

- Providing a facility in good working condition and complying to applicable codes and regulations
- Hiring and supervising an Access Center Director
- Managing all facility maintenance, grounds keeping and snow/ice removal
- Evaluating the coordination between and optimal renewal/replacement of service providers
- Reporting of consolidated financial and operational information to appropriate stakeholders on a timely basis
- Minimizing expenses to the best extent possible so that Region support is minimized
- Protect individual's information according to HIPPA standards and requirements
- Respond to improvement input from both individuals served and referral sources when possible
- Lead the education and marketing to the referral sources on the individuals that may best be served by the Access Center
- Form and maintain, if considered advantageous by the County, an Advisory Committee
- Provide utility, telephone and internet services
- Hiring and supervising a custodial function

APPENDIX D

Privacy Requirement

This Privacy Appendix is entered into by and between Linn County and Service Provider Center for Community Mental Health ("Provider") due to the requirements for privacy and security related to records and 42 CFR Part 2.

Provider agrees to comply with the requirements of Federal and state law regarding any personally identifiable client information or records Provider comes into contact with during the course of providing services under this Agreement. Provider agrees that in the event it uses, creates, receives or accesses personally identifiable information or records, the use, creation, receipt or access of that information or records will be only for purposes of providing services under this Agreement and not for any other non-Access Center related purposes.

WHEREAS, Provider may be the operator of a drug and alcohol treatment program that must comply with the Federal Confidentiality of Alcohol and Drug Abuse Client Records law and regulations, 42 USC §290dd-2 and 42 CFR Part 2 (collectively, "Part 2");

WHEREAS, Provider may be a Qualified Service Organization (QSO) under Part 2 and must agree to certain mandatory provisions regarding the use and disclosure of substance abuse treatment information.

Qualified Service Organization Agreement Responsibilities:

(a) To the extent that in performing its services for or on behalf of County, Provider uses, discloses, maintains, or transmits protected information that is protected by Part 2, Provider acknowledges and agrees that it is a QSO for the purpose of such Federal law; acknowledges and agrees that in receiving, storing, processing or otherwise dealing with any such client records, it is fully bound by the Part 2 regulations; and, if necessary will resist in judicial proceedings any efforts to obtain access to client records except as permitted by the Part 2 regulations.

(b) Notwithstanding any other language in this Agreement, Provider acknowledges and agrees that any client information it receives from any County that is protected by Part 2 is subject to protections that prohibit Provider from disclosing such information to agents or subcontractors without the specific written consent of the subject individual.

(c) Provider acknowledges that any unauthorized disclosure of information under this section is a federal criminal offense.

APPENDIX E
County Support

Area Ambulance MHAC	
Salary:	\$ 271,533.97
Admin:	\$ 10,020.00
Equip	\$ 20,788.76
Misc	\$ 15,868.00
	\$ 318,210.73
Overhead (15%)	\$ 47,731.61
TOTAL	\$ 365,942.34

**LETTER OF AGREEMENT
BETWEEN
LINN COUNTY MENTAL HEALTH ACCESS CENTER
AND
AMERIGROUP IOWA, INC.**

This Letter of Agreement (“LOA”) is effective as of July 1, 2021 (the “Effective Date”), by and between Amerigroup Iowa, Inc. (“Amerigroup”) and Linn County Mental Health Access Center (“Provider”).

Purpose

The purpose of this LOA is to set forth certain binding understandings between Amerigroup and Provider regarding a Digital Solutions Kiosks Program designed to increase access to telehealth services, eliminate barriers to care, and improve multi-cultural members’ overall health equity through the deployment of digital hardware (the “Program”). Amerigroup will provide the deployment and distribution of the hardware and the installation and administration of telehealth applications for Amerigroup members.

General Provisions

1. **The Program.** Amerigroup and Provider each desire to participate in the Program. Attached hereto as Exhibit A and incorporated herein is a description of the duties and activities that Amerigroup and Provider shall undertake as part of the Program.
2. **Regulations, Amendments and Schedules.** Provider and Amerigroup are subject to the requirements of various local, state, and federal laws, rules and regulations. To the extent any such provision is required to be in this LOA, either party is entitled to unilaterally amend this LOA by written notice to the other party. In the event a party objects to such amendment within thirty (30) days following receipt of such notice, the amendment will take effect provisionally pending the resolution of the objection or the termination of this LOA as otherwise provided for herein. All non-regulatory amendments and schedules to this LOA must be agreed to in writing by both parties.
3. **Use of Name.** Except as specifically provided herein, neither party shall use the name of the other party in any advertising, promotion, or sales or any other materials without obtaining the other party’s prior written consent.
4. **Confidentiality.** Except as otherwise required by law, the parties agree to hold one another’s confidential or proprietary information or trade secrets in trust and confidence and agree that such information shall be shared only for the purposes contemplated herein, and not for any other purpose.
5. **Protected Health Information.** Provider acknowledges that Provider is aware, and will advise its directors, officers, employees, affiliates, representatives, contractors, consultants, advisors, agents, attorneys, accountants, bankers, and/or financial advisors who are informed of

the matters that are the subject of this LOA, that the laws of the United States and of individual States prohibit any person who has received Protected Health Information, as defined in 45 CFR 164.501, (PHI) from using or further disclosing such PHI other than as permitted or required by this LOA or as required by law. Provider may not use or disclose such PHI for any purpose other than that specifically contemplated under this LOA. Provider shall use appropriate safeguards to prevent any such unauthorized use or disclosure of PHI and shall report to Amerigroup any use or disclosure of PHI not provided for by this LOA. If Provider is a “business associate” as that term is defined in 45 CFR Section 160.103, then Amerigroup’s standard Business Associate Addendum shall be executed by the parties hereto, and shall be attached and made a part of this LOA. In any event, at the termination of this LOA, Provider shall return or destroy all PHI received from, or created or received by Provider on behalf of, Amerigroup that Provider still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, extend the protections of this LOA to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.

6. **Responsibility for Activities.** Each party is solely responsible and liable for its activities described herein and nothing contained herein shall, or shall be construed, to create liability or responsibility in any manner whatsoever against a party for the acts or omissions of the other party.

7. **Insurance and Indemnification.** Each party shall maintain in full force and effect at all times during the term of this LOA appropriate insurance in accordance with industry standards for the activities conducted by such party related to the Program and this LOA. Each party agrees to indemnify, defend, and hold harmless the other party from and against any and all liability, loss, claim, damage or expense, including defense costs and legal fees, incurred in connection with a breach of any obligation or responsibility of a party under this LOA, and for claims for damages of any nature whatsoever, arising from a party’s performance or failure to perform its obligations hereunder.

8. **Independent Contractor.** The parties acknowledge and agree that each of the parties hereto shall be deemed an independent contractor, and not an employee or agent of the other party. Nothing contained herein shall, or shall be construed, to create a partnership, joint venture or any other relationship between the parties hereto.

9. **Governing Law.** This LOA shall be governed by and construed in accordance with the laws of the State where Amerigroup is located, except to the extent such laws conflict with or are preempted by any federal law, in which case such federal law shall govern.

10. **Notice.** Any notice required or desired to be given under this LOA shall be in writing. Notices given hereunder shall be deemed given upon documented receipt. Notices are to be addressed as follows:

AMERIGROUP: Jeffrey Jones, Health Plan President
Amerigroup Iowa, Inc.
4800 Westown Pkwy., Bldg. 3, Suite 200
West Des Moines, IA 50266

PROVIDER: Linn County Mental Health Access Center
501 13th St NW
Cedar Rapids, IA 52405
Attn: _____

11. **Entire LOA.** This LOA and any attachments and amendments thereto constitute the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersede any prior understandings and agreements between the parties, whether written or oral, with respect to the subject matter hereof.

12. **Separate Provider Agreement:** This LOA is not an amendment to the Provider Agreement between the parties and does not modify the rights or obligations of the parties under such Provider Agreement concerning the provision of covered health care services to Amerigroup members.

13. **Rights, Title and Interest.** All rights, title and interest in and to any intellectual property contained in the Telehealth Kiosk and any improved, updated, modified, or additional parts thereof, shall at all times remain the property of Amerigroup. Provider will not, and will make no efforts to duplicate or reverse engineer the Telehealth Kiosk, create derivative works of, modify in any way, physically move the Telehealth Kiosk to another location or assist any third party to do any of the foregoing.

14. **Term and Termination.** This LOA shall commence on the Effective Date and shall continue for a term of one (1) year. Unless terminated as described in this section, the LOA will automatically renew for successive terms of one year each. Either party may terminate this LOA for any reason by giving written notice to the other party of its intent to terminate at least thirty (30) days in advance of the termination date.

15. **Compliance.** Provider and Amerigroup agree that this LOA is not intended to steer state or federal health care beneficiaries to join Amerigroup. Provider specifically represents and warrants that services to be performed under this LOA are neither illegal remunerations or inducements for referrals (including kickbacks, bribes or rebates) as defined in § 1128B(b) of the Social Security Act.

IN WITNESS WHEREOF, the parties hereto have caused this LOA to be executed personally or by their duly authorized officers or agents.

Amerigroup

**Linn County Mental Health Access
Center**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

PROGRAM DUTIES AND RESPONSIBILITIES

1. Amerigroup will provide a Kiosk(s) to be placed in Provider's office space for use by Amerigroup members. The Kiosks will include hardware such as an iPad, tablet stand/cart, handheld exam kit, locks, and software installed on the hardware.
2. Provider shall take all commercially reasonable measures to prevent loss or damage to the Kiosk(s) while the Kiosk(s) are located at the Provider's office. Provider shall not permit its patients, staff, or others to make any modifications or alterations to the Kiosk(s).
3. Amerigroup will cover all technical maintenance and support of Kiosk(s). Maintenance Services specifically excludes support for any errors caused by use of the Kiosk(s) in a manner not intended under this LOA; (ii) any integration, modification, or repair of the Kiosk(s) made by any person other than supplier or approved contractor; (iii) unusual physical, electrical or electromagnetic stress, fluctuations in electrical power beyond Kiosk(s) specifications, or failure of air conditioning or humidity control; and (iv) accident, misuse, or neglect or causes not attributable to normal wear and tear.
4. Provider will place a Kiosk(s) in a safe and secure location that can be monitored against vandalism or being used for reasons other than described in this LOA.
5. Provider will identify resources to assist with regular sanitation and cleaning of Kiosk(s) and ensure that the Kiosk(s) is cleaned and ready for visits. Provider will ensure the Kiosk(s) is powered on, charged and connected to WIFI at all times to eliminate any disruption to software updates.
6. Provider agrees to initiate Operating System software updates on each Kiosk when requested by Amerigroup within ten (10) business days and critical updates within two (2) business days.
7. Provider agrees to keep Amerigroup branding on the Kiosks and allow Amerigroup to update such branding as needed.
8. Amerigroup will provide information about the Program to its members. Provider may distribute such Amerigroup information and flyers to Amerigroup members to assist them in the steps to access services under the Program.
9. To determine the effectiveness and utilization of the Kiosks, Provider will provide to Amerigroup a quarterly report that details the Amerigroup members that have received health care services under the Program.
10. Upon termination of the Program, Provider shall promptly return the Kiosks to Amerigroup.

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION #: _____

**APPLICATION FEE SCHEDULE FOR
LINN COUNTY PLANNING AND DEVELOPMENT**

WHEREAS, on March 12, 2003, the Board of Supervisors adopted, by Resolution #2003-3-5, the application fee schedule for the Linn County Department of Planning and Development; and

WHEREAS, the application fee schedule was last amended by resolution #2021-1-6 on January 13, 2021; and

WHEREAS, the application fee schedule must now be revised to reflect additional application types and fees as shown on Attachment A.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Linn County, Iowa that the following application fee schedule as shown on Attachment A, be adopted.

Passed this _____ day of _____, 2021.

Linn County Board of Supervisors

Chair

Vice-Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

State of Iowa)
) SS

County of Linn)

I, Joel Miller, County Auditor of Linn County, Iowa, and Clerk to the Board of Supervisors, 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

Attachment A

Type of Application	Fee (\$)
Amendments to Text	\$200
Cabin Area Expansion	\$275
Conditional Home Occupation	\$200
Conditional Home Occupation – 5-Year Renewal	\$100
Conditional Use Permit (All Uses Except Otherwise Listed)	\$200
Conditional Use Permit (Extraction)	\$1,000
Conditional Use Permit (Waste Disposal – Recycling Facility, Transfer Station)	\$1,000
Conditional Use Permit – Floodplain	\$200
Conditional Use Permit Insignificant Modification	\$15
Conditional Use Permit Minor Modification	½ Conditional Use Fee
Floodplain Permit (Except Conditional Use Permit or Variance)	\$50
Floodplain Permit – Variance	\$100
General Appeal	\$100
Rezoning/Map Amendment (All Districts Except EU-1)	\$275
Rezoning/Map Amendment (EU-1 District)	\$1,000
Rezoning/Map Amendment (RE Overlay District) 200 acres or less	\$5,000
Rezoning/Map Amendment (RE Overlay District) greater than 200 acres	\$2,500 per 100 acres of project area rounded to nearest 100 acres
Site Plan – Major	\$50
Site Plan – Minor (Including Zoning Verification & Site Plan Review - Zoning Permit)	\$15
Special Exception	\$100
Subdivision – Major (Including Cluster/Conservation Subdivision and Rural Village Extension Development)	\$200 + \$10/Lot
Preliminary Plat	\$175
Final Plat (4 – 9 Lots)	\$200
Final Plat (10 – 19 Lots)	\$225
Final Plat (20 or More Lots)	
Subdivision – Minor (Including Residential Parcel Split, Land Preservation Parcel Split & Minor Boundary Change)	\$160
Temporary Use	\$50
Variance	\$100