

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, July 21, 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 Lead Permit Specialist for the Planning & Development Department.

Reports

Receive and place on file Auditor's Quarterly Report for the quarter ending 6/30/21 in the amount of \$47,349.09. Total Auditor transfer fees deposited by Recorder with the County Treasurer in the amount of \$14,245.00.

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

Resolutions

Resolution suspending taxes for three (3) Linn County residents as they are unable to contribute to the public revenue by reason of age, infirmity or both, pursuant to Code of Iowa, Section 427.8

Contract and Agreements

Approve and authorize Chair to sign a 28E agreement between Linn County and the City of Marion for rock and chloride to be placed on a shared portion of Indian Creek Way.

Approve and authorize Chair to sign an Agreement to Provide Detention Beds between Linn County and Johnson County, effective July 1, 2021 through June 30, 2022, for three units of service per day for the exclusive use of housing Johnson County youth at a cost of \$281.67 per unit per day. Non contracted beds above the allotted three beds will be at a rate of \$200.00 per unit per day.

Approve and authorize Chair to sign a Johnson County Alternative Detention Initiative Agreement between Linn County and Johnson County for the implementation of a detention alternative service (ADI – South), effective July 1, 2021 through June 30, 2022, for an amount not to exceed \$80,000.

Approve and authorize Chair to sign a professional design service proposal with Aspect Architecture for a video visitation construction project in the Linn County Correctional Center in the amount of \$13,800.00

Approve and authorize Chair to sign the certificate of cost allocation plan to establish cost allocations for use in Fiscal Year 2022.

Licenses & Permits

Approve application for Consumer Fireworks Permit for Crystal Cummings (Horn) to shoot fireworks at 1868 Horn Rd., Mt. Vernon, IA on July 23, 2021 (Rain date: July 24, 2021).

Approve Class C Liquor License for the Traveling Tapster to serve alcohol during RAGBRAI on July 29, 2021 at 3463 Central City Rd. (Tim & Pattie Fox property owners), noting all conditions have been met.

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

Third and final consideration of Ordinance Amending Chapter 18 Article VI Snow and Ice Removal

Discuss and decide on a proposed scope of services from Design Dynamics, Inc. for the Wanatee Park shop building addition project

Discuss and decide on a Vacancy Form requesting a Deputy Commissioner of Elections for the Linn County Auditor's Office.

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: Lead Permit Specialist

DEPARTMENT: Planning & Development

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

VACANCY DATE: 07/06/2021

NUMBER OF POSITIONS: 1

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

☐ GRANT FUNDING

☒ OTHER: Consistant Increased Work Load

NEW POSITION FUNDING SOURCE(S):

department budget; no new
tax asking

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: Charlie Nichols 6/23/21
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: Position expected to be filled externally

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: Lisa D. Powell 6-28-21
HUMAN RESOURCES DIRECTOR DATE

APPROVED BY: [Signature] 7/15/2021
FINANCE/BUDGET DIRECTOR DATE

APPROVED BY: _____
CHAIRPERSON/BOARD OF SUPERVISORS DATE

LINN COUNTY AUDITOR'S OFFICE

Joel Miller | Auditor
Rebecca Shoop | First Deputy

JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER

935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5300
LinnCounty.org

**AUDITOR'S QUARTERLY REPORT TO THE BOARD OF SUPERVISORS**

April 1st, 2021 to June 30th, 2021

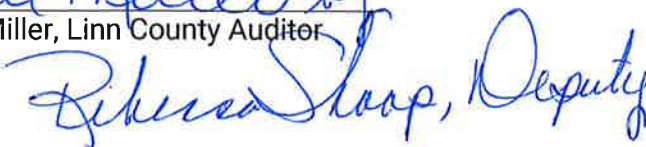
Elections Reports	\$	481.02
Elections: Reimbursements of Local Elections	\$	34,780.22
Elections: Misc. Fees	\$	0.00
Elections: Grant	\$	11,350.00
Maps and Supplies	\$	100.15
Digital Data	\$	0.00
Research Fees	\$	0.00
Misc. Fees	\$	27.70
Purchasing Card Rebate	\$	0.00
Plat Survey Fees	\$	210.00
Book and Materials	\$	0.00
Liquor Licenses	\$	300.00
Cigarette Permits	\$	100.00

Total On Deposit with the County Treasurer \$ 47,349.09

Total Auditor Transfer Fees Deposited by
Recorder with the County Treasurer \$ \$14,245.00

I, Joel Miller, Auditor of Linn County, Iowa, do hereby certify that the above information is a true and correct record of fees collected by me as Auditor, for the quarter ending June 30th, 2021.


Joel Miller, Linn County Auditor


Rebecca Shoop, Deputy

7-19-2021
Date

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

RECEIVED

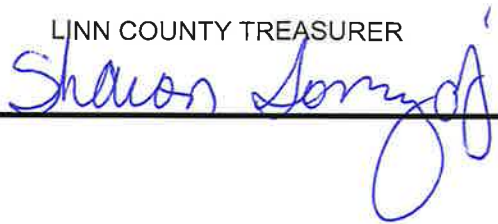
JUL 14 2021

LINN COUNTY AUDITOR

FUND	RECEIPTS		DISBURSEMENTS		PREVIOUS BAL.	GRAND TOTAL
	CASH BOOK	TRANSFERS	TREAS CKS.	TRANSFERS		
AUTO LICENSE	\$ 4,352,718.40		\$ 3,600,234.00		\$ 3,600,234.00	\$ 4,352,718.40
USE TAX	\$ 3,621,105.51		\$ 3,508,222.76		\$ 3,508,222.76	\$ 3,621,105.51
SURCHARGE	\$ 39,030.00		\$ 28,815.00		\$ 28,815.00	\$ 39,030.00
AMATEUR RADIO	\$ 70.00		\$ 56.00		\$ 56.00	\$ 70.00
BLACK OUT	\$ 58,740.00		\$ 37,927.00		\$ 37,927.00	\$ 58,740.00
BREAST CANCER	\$ 25.00		\$ 25.00		\$ 25.00	\$ 25.00
BRONZE STAR	\$ 40.00		\$ 20.00		\$ 20.00	\$ 40.00
CATTLEMAN	\$ 100.00		\$ 30.00		\$ 30.00	\$ 100.00
CHOOSE LIFE	\$ 35.00		\$ 35.00		\$ 35.00	\$ 35.00
ISU	\$ 235.00		\$ 329.00		\$ 329.00	\$ 235.00
U OF I	\$ 1,354.00		\$ 1,013.00		\$ 1,013.00	\$ 1,354.00
UNI	\$ 75.00		\$ 80.00		\$ 80.00	\$ 75.00
OTHER COLLEGE PL	\$ 253.00		\$ 180.00		\$ 180.00	\$ 253.00
PERS PLATE	\$ 2,644.00		\$ 2,499.00		\$ 2,499.00	\$ 2,644.00
DECAL	\$ -		\$ 5.00		\$ 5.00	\$ -
DUCKS UNLTD	\$ 65.00		\$ 75.00		\$ 75.00	\$ 65.00
EDUCATION	\$ 10.00		\$ -		\$ -	\$ 10.00
EMS	\$ -		\$ -		\$ -	\$ -
EV/PHEV	\$ 6,126.12		\$ 3,936.71		\$ 3,936.71	\$ 6,126.12
FALLEN OFFICER	\$ 90.00		\$ 55.00		\$ 55.00	\$ 90.00
FIREFIGHTER	\$ 25.00		\$ 25.00		\$ 25.00	\$ 25.00
FLY OUR COLORS	\$ 555.00		\$ 110.00		\$ 110.00	\$ 555.00
GOD BLESS	\$ 145.00		\$ 125.00		\$ 125.00	\$ 145.00
GOLD STAR FAMILY	\$ 5.00		\$ -		\$ -	\$ 5.00
HERITAGE	\$ -		\$ 10.00		\$ 10.00	\$ -
IOWA AG LITERACY	\$ 30.00		\$ -		\$ -	\$ 30.00
LEGION OF MERIT	\$ -		\$ -		\$ -	\$ -
LOVE R KIDS	\$ 30.00		\$ 35.00		\$ 35.00	\$ 30.00
MCYCLE RIDER	\$ 10.00		\$ 25.00		\$ 25.00	\$ 10.00
NAT'L GUARD	\$ -		\$ -		\$ -	\$ -
DNR	\$ 4,326.00		\$ 3,158.00		\$ 3,158.00	\$ 4,326.00
ORGAN DONOR	\$ 80.00		\$ 75.00		\$ 75.00	\$ 80.00
PEARL HARBOR	\$ -		\$ -		\$ -	\$ -
POW	\$ -		\$ -		\$ -	\$ -
PROFESSIONAL FIRE	\$ 10.00		\$ 30.00		\$ 30.00	\$ 10.00

PURPLE HEART	\$ 5.00		\$ 20.00		\$ 20.00	\$ 5.00
PWD	\$ 11.00		\$ 10.00		\$ 10.00	\$ 11.00
USAF AIRFORCE	\$ 60.00		\$ 5.00		\$ 5.00	\$ 60.00
USAF ARMY	\$ 30.00		\$ 45.00		\$ 45.00	\$ 30.00
USAF COAST GUARD	\$ 10.00		\$ -		\$ -	\$ 10.00
USAF MARINES	\$ 5.00		\$ -		\$ -	\$ 5.00
USAF NAVY	\$ 15.00		\$ 30.00		\$ 30.00	\$ 15.00
SHARE THE ROAD	\$ 95.00		\$ 95.00		\$ 95.00	\$ 95.00
SHRINERS	\$ 35.00		\$ -		\$ -	\$ 35.00
SILVER STAR	\$ -		\$ -		\$ -	\$ -
VETERANS	\$ 405.00		\$ 280.00		\$ 280.00	\$ 405.00
VETS CROSS/MEDAL	\$ 5.00		\$ 5.00		\$ 5.00	\$ 5.00
ANATOMICAL FEES	\$ 537.41		\$ 513.91		\$ 513.91	\$ 537.41
ADMIN FEES	\$ 30.00		\$ 15.00		\$ 15.00	\$ 30.00
MAIL PROCESSING	\$ 28,198.00		\$ 29,880.00		\$ 29,880.00	\$ 28,198.00
NSF FEES	\$ 465.00		\$ 398.00		\$ 398.00	\$ 465.00
AUTO TRANSFERS					\$ (131,000.00)	\$ (131,000.00)
TOTAL	\$ 8,117,838.44	\$ -	\$ 7,218,427.38	\$ -	\$ 7,087,427.38	\$ 7,986,838.44

LINN COUNTY TREASURER



RESOLUTION
PETITION for SUSPENSION of FISCAL 2022 / ASSESSMENT 2020
PROPERTY TAXES

WHEREAS, the Linn County Board of Supervisors is this day presented with the attached petitions for suspension of taxes and/or special assessments pursuant to Section 427.8 of the Code of Iowa and;

WHEREAS, the properties for which assessments against these Petitioners are made lie within Linn County and;

WHEREAS, these Petitioners are unable to contribute to the public revenue by reason of age, infirmity, or both.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, this date met in lawful session that the attached petitions be approved for the following Petitioners, parcels, and tax years:

PETITIONER	PARCEL #	TAX YEARS	Special #
Anderson, Carole	14292-84018-00000	2019	
Anderson, Carole	14292-84018-00000	2020	
Kepler, Rex	14333-33016-00000	2020	
Patterson, Sandra	13252-53003-00000	2020	

The Linn County Treasurer is ordered to suspend the collection of taxes assessed against these Petitioners, their polls or estates, for the above parcels for the above tax years as indicated.

Dated at Cedar Rapids, Linn County, Iowa, this _____ day of _____, 2021.

LINN COUNTY BOARD OF SUPERVISORS

CHAIRPERSON

SUPERVISOR

SUPERVISOR

AYE:
NAY:
ABSTAIN:

ATTEST:

Joel Miller, Linn County Auditor

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, the foregoing resolution was duly adopted by a vote of ____ aye, ____ nay and ____ abstained from voting.

Joel Miller

Subscribed and sworn to before me by the aforesaid on this _____ day of _____, 2021

NOTARY PUBLIC
STATE OF IOWA

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

COUNTY AND CITY PROJECT AGREEMENT

This agreement entered into this _____ day of _____, by and between Linn County, Iowa, hereinafter referred to as County, and the City of Marion, 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 Indian Creek Way from Highway 13 to the seal coated portion of Indian Creek Way receives a rock overlay with chloride for stabilization, 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 Marion 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 approximately 833 tons of Class A rock and 2,196 gallons of chloride on Indian Creek Way from Hwy 13 to the seal coat portion of Indian Creek Way (5,490'L). The City of Marion is responsible for 600 lane feet of the 10,980 total lane feet of Indian Creek Way that is scheduled for a rock overlay. (5%).
- 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
42.00	tons	Class A rock	\$15.00	\$630.00
110.00	gallons	Calcium Chloride	\$0.91	\$100.10
				\$0.00
			TOTAL	\$730.10

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

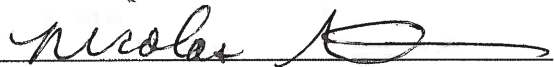
8) TERMINATION:

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

Executed in triplicate, each of which shall constitute as original, by Linn County on the _____ day of _____, _____, and by the City of Marion on the 16 day of July, 2021

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

CITY OF MARION



ATTEST:

ATTEST:

LINN COUNTY AUDITOR


CITY CLERK

AGREEMENT TO PROVIDE JUVENILE DETENTION SERVICES

Agreement made and entered into this 17th day of June, 2021, by and between Linn County, Linn County and Johnson County, Iowa, to-wit:

Linn County agrees to provide and Johnson County agrees to purchase detention services at the Linn County Juvenile Detention Center (Center) for Johnson County youth under the following terms and conditions:

1. The term of this Agreement is July 1, 2021 to June 30, 2022, unless it is canceled due to cause as indicated in Paragraph 12.

2. This Agreement shall automatically renew for one additional 12-month period, commencing July 1, 2022 unless either party gives written notice at least 60 days in advance of a desire to renegotiate its terms.

3. Linn County, through its Board of Supervisors, shall have sole and exclusive authority and responsibility for the administration and operation of the Center as an approved juvenile detention home, which shall include, but not be limited to the exclusive fiscal, operational, administrative and program control over the Center and the receipt of all monies received through the administration and/or operation of the Center.

4. Linn County shall administer and operate the Center in full compliance with applicable law and regulations promulgated by those federal, state or local authorities having jurisdiction over the Center and shall obtain and maintain such license(s), approval(s) and or accreditation(s) as may be required there under.

5. Linn County shall provide units of service equivalent to one day of bed space at the Center. A day of bed space shall be calendar day or any portion thereof. Units of service are calculated from the day of admission. Units of service are not calculated for the day of discharge unless the admission and discharge occur on the same day.

6. Linn County agrees to provide three (3) guaranteed units of service per day for the exclusive use of housing Johnson County youth. These youth can be under the jurisdiction and supervision of Johnson County Juvenile Court or Johnson County Sheriff in the adult system with preference given to Juvenile Court when movement is required due to high population. Linn County also retains the ability to request adult court youth be moved to a jail setting when their behavior in detention warrants removal, determining that they require a higher level of security than Linn County Juvenile Detention is able to provide, even if guaranteed beds are available.

7. Johnson County agrees to purchase an average of three (3) units of service per day for the exclusive use of housing Johnson County youth at a cost of \$281.67 for FY22 and FY23. Payment shall be made quarterly, in advance.

8. Johnson County may purchase additional units of service on an availability basis. Additional units of service shall be offered on a daily basis only. If necessary, Johnson County will relocate youth to another facility if additional units of service are unavailable on any given day. Johnson County shall not subcontract units of service, either guaranteed or additional, to any other agency.

9. Linn County agrees to refund Johnson County, at the contract rate when the center is staffed for 21 beds **and** the daily use by Linn County juveniles is between nineteen (19) units and twenty one (21) units. Linn County will refund Johnson County one (1) unit of service for each day the number of beds used by Linn County juveniles is 19 of the 21 units. Linn County will refund Johnson County for two (2) units of service for each day the number of beds used by Linn County is 20 of 21 units. Linn County will refund Johnson County for three (3) units of services for each day the number of Linn County juveniles is 21 of 21 units. The refund calculation will be computed quarterly and is payable to Johnson County within thirty days of the end of each quarter.

10. Actual usage will be reconciled at the end of each quarter. Linn County shall provide a quarterly utilization report. If actual units of service exceeds an average of three units of service per day during the quarter, minus the refund units of service, Johnson County will reimburse Linn County at the

rate of \$200 per unit, for the difference between the advance payment units of service minus the refund payment of service and the actual units of service provided.

11. All medical expenses (medications, doctors' appointments, etc...) for youth being held for Johnson County will be billed to Johnson County.

12. Communications relating to the interpretation and/or application of this Agreement shall be between the Director, Linn County Juvenile Detention & Diversion Services and the Johnson County Social Services Director. Amendments to the Agreement may only be accomplished by written instrument duly executed by the parties.

13. This Agreement shall be non-cancelable during the term of the Agreement except for cause. Cause shall be defined as:

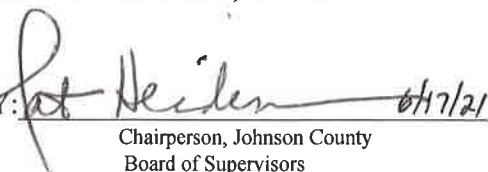
- a. Failure by either party to substantially perform its duties under this Agreement.
- b. A determination by either party that funds are unavailable for continued performance of this Agreement.

14. All notices or other communications between the parties, regarding a) or b) above shall be in writing and shall be either personally delivered or mailed to the Chairperson of the respective Board of Supervisors.

LINN COUNTY, IOWA

BY: _____
Chairperson, Linn County
Board of Supervisors

JOHNSON COUNTY, IOWA

BY:  6/17/21
Chairperson, Johnson County
Board of Supervisors

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this _____ day of _____, _____ before me, the undersigned, a Notary of Public in and for said County and State, personally appeared _____ to me personally known, who being by me duly sworn, did say that _____ is the Chairperson of Linn County, Iowa, executing the within and foregoing instrument; that said instrument was signed on behalf of said County by authority of its Board of Supervisors; and that the said _____ as such Chairperson, acknowledged the execution of said instrument to be the voluntary act and deed of said County, by it and by _____ voluntarily executed.

NOTARY PUBLIC, STATE OF IOWA

STATE OF IOWA)
) ss:
COUNTY OF JOHNSON)

On this 17th day of June, 2021 before me, the undersigned, a Notary of Public in and for said County and State, personally appeared Pat Heiden to me personally known, who being by me duly sworn, did say that she is the Chairperson of Johnson County, Iowa, executing the within and foregoing instrument; that said instrument was signed on behalf of said County by authority of its Board of Supervisors; and that the said Pat Heiden as such Chairperson, acknowledged the execution of said instrument to be the voluntary act and deed of said County, by it and by Pat Heiden voluntarily executed.

Michael H. Hensch
NOTARY PUBLIC, STATE OF IOWA



AGREEMENT
Johnson County Alternative Detention Initiative

THIS AGREEMENT, made between Johnson County, Iowa ("County"), and Linn County Juvenile Detention & Diversion Services ("Recipient/Agency").

This Agreement shall be subject to the following terms and conditions, to-wit:

I. SCOPE OF SERVICES

During the term of this Agreement, Recipient agrees to implement detention alternative services (Alternative Detention Initiative South).

Recipient shall provide the following:

A. Alternative Detention Initiative (ADI South)

- Provide in-home detention services for a caseload of up to five Johnson County juveniles. Within 24 hours of a court order into the program, will meet with the Juvenile Court Officer, the parent and the juvenile to complete the intake. Will transport youth from detention to home upon discharge.
- Work collaboratively to identify, fulfill and refer ADI participants to supportive services including individual skill building, and cognitive restructuring.
- Follow all terms of the court order.
- Collaborate with all Johnson County law enforcement to assist with supervision of court order.
- Provide GPS "real-time" monitoring as indicated by the Court and Juvenile Court Officer.
- Provide daily in-person visits with the juvenile and their parent/guardian each week during level 1; four in-person visits per week at level 2 and 3 with one parent contact, three visits per week at level 4 with one parent contact and two visits per week during the transition phase. ADI worker will incorporate skill building based on youth's high-risk needs, at a minimum of once weekly, using an evidence-based model.
- During transition, make at least two (2) contacts with the juvenile and their parent/guardian each week.
- Maintain regular phone, in-person, and written contact with the youth's Juvenile Court Officer
- Assess and link youth and family to community resources.
- Provide 24-hour crisis intervention and/or referral services youth and families.
- Maintain contact with the juvenile's school, including the Student Family Advocate. Contact should be initiated when ADI services commence, prior to termination and as needed throughout services.
- Screen the juvenile for mental health issues, using a mutually agreed upon tool.
- Coordinate with Prelude Services to have youth screened for substance abuse issues using the CRAFFT or other mutually agreed upon screening tool.
- If screening warrants a need, refer for further mental health & substance abuse assessments in consultation with the referring Juvenile Court Officer.
- Provide a weekly report to the Juvenile Court Officer, Defense Attorney and the County Attorney.
- Provide Johnson County Juvenile Court Services with additional supports as requested and time warrants.
- Complete a monthly & quarterly service & outcomes report.

II. FUNDING

- A. As its sole obligation under this Agreement, the County shall reimburse the recipient for costs incurred solely for the purpose of meeting scope of service activities outlined above and based on a mutually agreed upon budget, not to exceed \$80,000. Johnson County will reimburse for up to .75 full-time equivalent for direct service staff to implement Scope of Service activities for Johnson County youth. Staffing costs associated with services provided for Linn County residents will not be billed to Johnson County. An indirect administrative rate may be applied to salaries, fixed program supply expenses and the ankle monitor units. The Recipient will bill the County for actual cost of usage for ankle monitor devices, in addition to any lost or damaged units and equipment and finders fees. Johnson County agrees to pay actual costs incurred by recipient for ankle monitor equipment damage even if such costs/fees exceed the agreed upon total \$80,000 amount.

- B. The Recipient shall submit a monthly invoice for payment to include all documentation following the approved budget. Funds may be transferred between lines if the amount does not exceed 10% of the total award. The County will reimburse the Recipient within 30 days of receipt of invoice.

III. GENERAL ADMINISTRATION

- A. On or before the 30th day of the month following the end of each calendar quarter, Recipient will provide to the Social Services Director and the Juvenile Court Supervisor a report in a format prescribed by the County. In addition, the recipient may be asked to provide additional documents including board minutes, financials reports and external audits.
- B. Duly authorized representatives of the County shall at all reasonable times, have access to and the right to inspect, copy, audit, and examine all financial books, records, and other documents of Recipient, and to make site visits and survey participants in order to evaluate and monitor the Recipient's programs. No report or publication resulting from any such inspection, audit, examination, site visit, or survey shall disclose the name or other identifying information concerning persons using Recipient's services.
- C. The County's sole responsibility hereunder shall be to provide the funds to Recipient in accordance with the terms of this Agreement. Nothing contained in this Agreement, nor any act or omission of the Recipient or the County, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture, or any association by reason of the Recipient's involvement with the County, nor shall the County have authority to direct the manner or means by which Recipient conducts activities.
- D. This contract may be terminated with a 30 day written notice by either party.
- E. Recipient shall not permit any of the following terms and practices:
- I. To discharge from employment or refuse to hire any individual because of their race, creed, color, national origin, religion, age, sex, marital status, sexual orientation, gender identity, disability, or disability status.
 - II. To discriminate against any individual in terms, conditions, or privileges of employment because of their race, creed, color, national origin, religion, age, sex, marital status, sexual orientation, gender identity, disability, or disability status.
 - III. Deny to any person its services on the basis of race, creed, color, national origin, religion, age, sex, marital status, sexual orientation, gender identity, disability, or disability status.

IV. TERM

This Agreement shall commence on July 1, 2021 and terminate on June 30, 2022, except as provided herein. Contract renewal is contingent on the availability of funding and successful completion of scope of services and progress toward performance measures.

V. ASSIGNMENT

This Agreement may not be assigned by either party without prior written agreement of the other party.

VI: HOLD HARMLESS PROVISION

The Recipient shall indemnify, defend and hold harmless the County, its officers, employees and agents from all liability, loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from or incurred by reason of any actions based upon the negligent acts or omissions of the Recipient's officers, employees or agents during the performance of this Agreement.

VII CONDITIONAL STATUS

The Board of Supervisors may place an agency on conditional status when one or more serious problems are identified within the agency that puts its agreement with Johnson County in jeopardy. Problems may be in service delivery, board activity, agency administration, fiscal management, cooperation with other agencies, compliance with other government funders, or compliance with the Johnson County agreement. The Board of Supervisors may request that an external financial audit be performed, at the sole expense of the agency, if no audit records are available.

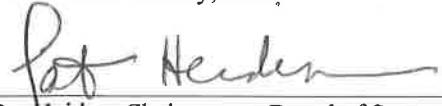
Following the placement of an agency on conditional status, a Board of Supervisors representative and/or the Johnson County Social Services Director will meet with the agency director and/or board members to discuss the concerns/problems as identified by the Board of Supervisors. The Board of Supervisors will provide the agency with a written memo outlining the concerns/problems, specific corrective action steps, and time frames for completion. The agency will provide periodic reports and meet with the Board of Supervisors representative and/or the Johnson County Social Services Director during this period to ensure that satisfactory progress is being made.

Funding may be withheld by Johnson County until the agency has completed or made sufficient progress on the action steps to correct the problems, as determined by the Board of Supervisors.

If an agency fails to meet the requirements of the Johnson County agreement and/or the action step memo within the appropriate timeframe as specified, the Board of Supervisors will cease county funding.

For Johnson County, Iowa:

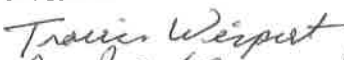
For Linn County

 7/1/21
Pat Heiden, Chairperson, Board of Supervisors Date

Name, Title, Date

Title

ATTEST:


 7/1/21
Travis Weipert, Auditor Date

Linn County Correctional Center
Video Visitation
53 3rd Ave Bridge
Cedar Rapids, IA 52401
Attn: Garth Fagerbakke

June 18, 2021

Re: Linn County Correctional Center Video Visitation

Dear Garth:

I am happy to submit this proposal for services to provide architectural design, mechanical, plumbing, and electrical engineering to address remodeling current 2nd, 3rd, and 4th floor inmate visitation spaces as well as 3rd floor conference/toilet rooms near the inmate elevators. Aspect and our engineering consultants will create construction documents for bidding and construction. We will also review final design for code compliance and local ordinance compliance as required. This fee will include construction administration as well.

Fee:

Architectural services for public bid:	\$7,800
MEP Engineering services for public bid:	\$6,000
Total for services provided:	\$13,800

This proposal does not include civil or structural services.

If you feel this proposal is acceptable, please sign and return one copy for my files.

Sincerely,

Jennifer Pfab
Project Manager

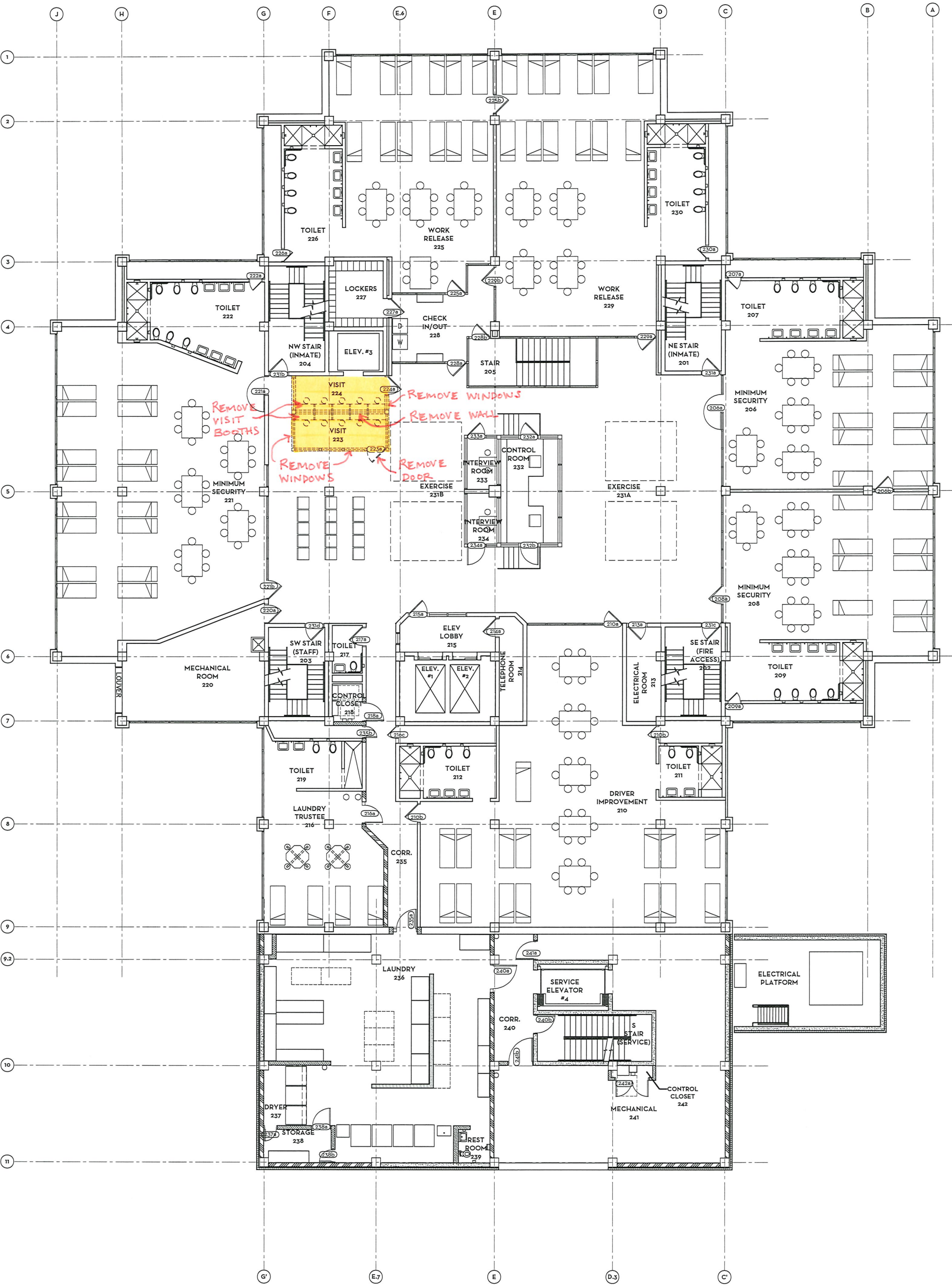
Accepted by: _____
Date: _____

e: sle@aspectinc.net
www.aspectinc.net

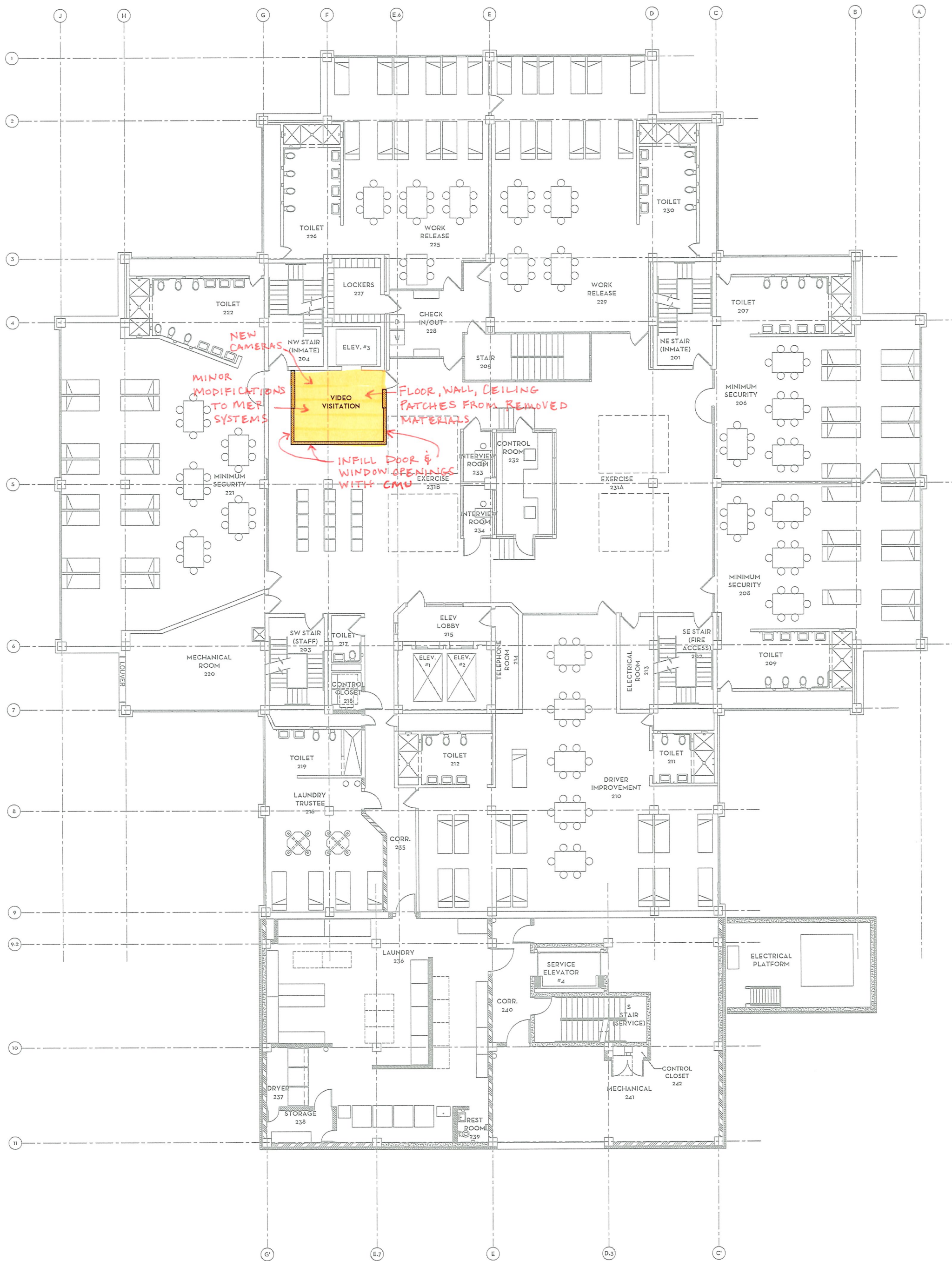
p: 319-364-7444
f: 319-364-7562

221 2nd Avenue SE, Ste 400
Cedar Rapids, IA 52401

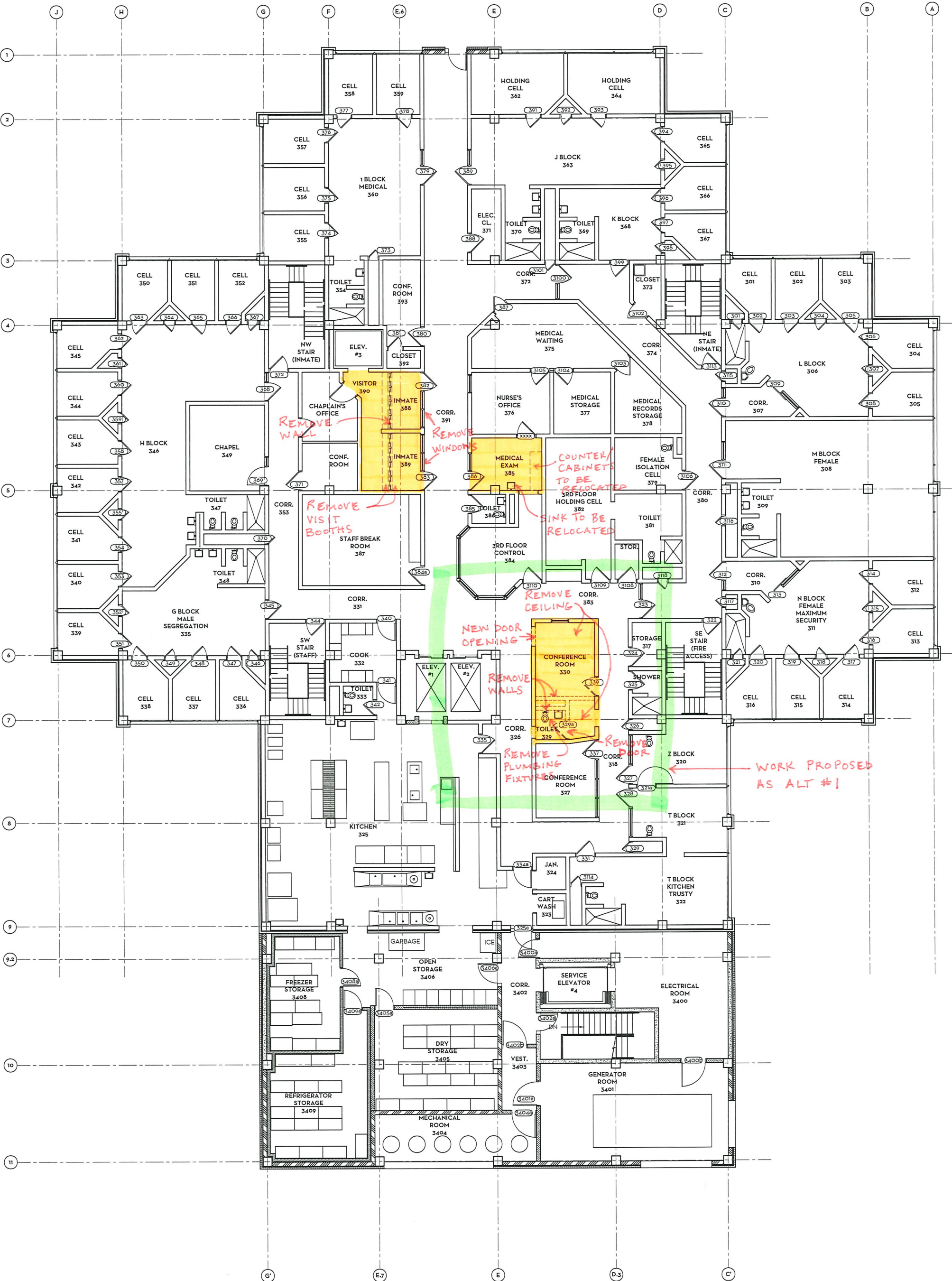




2ND FLOOR DEMO



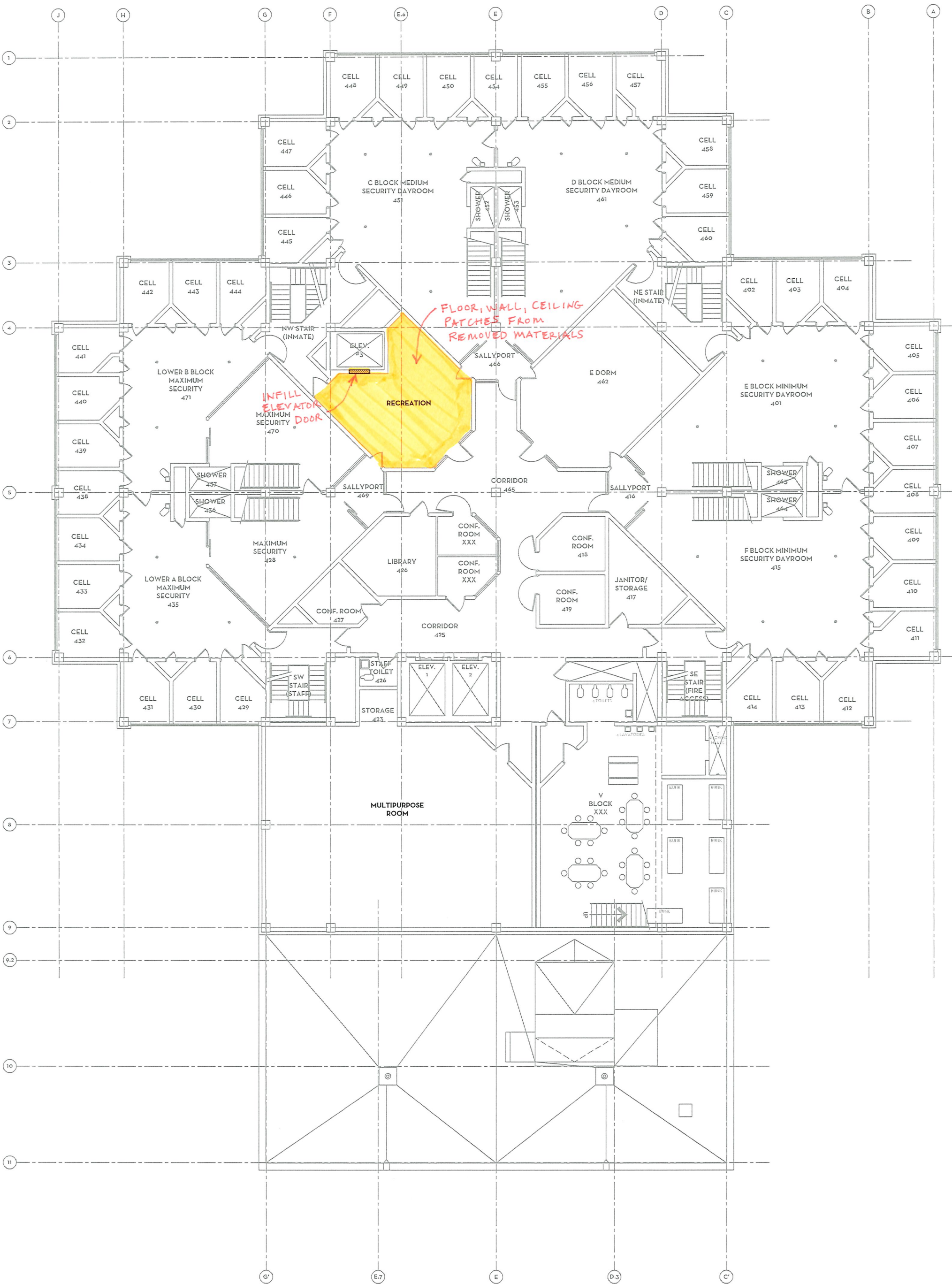
2ND FLOOR PLAN



3RD FLOOR DEMO







4TH FLOOR PLANS

CERTIFICATE OF COST ALLOCATION PLAN

This is to certify that I have reviewed the cost allocation plan submitted herewith and to the best of my knowledge and belief:

- (1) All costs included in this proposal based on the Fiscal Year ended June 30, 2020, to establish cost allocations or billings for use in FY 2022, are allowable in accordance with the requirements of 2 CFR 200 "Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", and the Federal award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.

- (2) All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the Federal awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently.

I declare that the foregoing is true and correct.

Governmental Unit:

Linn County

Signature:

Printed Name of Official:

Title:

Date of Execution:

AN ORDINANCE AMENDING CHAPTER 18 OF THE CODE OF ORDINANCES, LINN COUNTY, IOWA BY AMENDING SECTIONS IN ARTICLE VI RELATING TO SNOW AND ICE REMOVAL

BE IT ORDAINED by the Board of Supervisors of Linn County, Iowa, as follows:

SECTION 1. SECTION MODIFIED. Chapter 18, Article VI, Section 18-145(a) of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:

Sec. 18-145(a) - Clearance of snow or ice, and maintenance of the secondary road system during the months set forth in section 18-143 is primarily for the benefit of county residents. Each storm has its own unique characteristics that the secondary road department must deal with accordingly. In addition, the secondary road department will test and evaluate various new products, equipment, and methods from time to time to develop strategies to improve effectiveness and response to winter driving conditions. For these reasons, level of service will not be the same from one road to the next, nor from one storm to the next.

SECTION 2. SECTION MODIFIED. Chapter 18, Article VI, Section 18-145(e) of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:

Sec. 18-145(e) - Motorists shall operate their vehicles with additional caution when driving in snow and ice conditions, especially when the road surface is damaged and/or visibility is reduced. It is also recommended that motorists reduce vehicle speed to at least 25 miles per hour below the speed legally permitted or advised under normal driving conditions. Motorists should exercise additional caution on roads where only one lane is open, and vehicle speed should not exceed ten miles per hour. In these cases, the secondary road department will not place additional warning or regulatory signs to warn of impaired sight distance, reduced visibility at intersections, road blockages, single-lane conditions, slick or slippery roads, and/or recommended speeds.

SECTION 3. SECTION MODIFIED. Chapter 18, Article VI, Section 18-146(b)(5) of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:

Sec. 18-146(b)(5) – *Mailboxes, fences, and other private fixtures.* The secondary road department will evaluate mailboxes, fences, and other private fixtures damaged during snow and ice removal on a case by case basis and will repair at county expense only such items damaged by contact with county equipment. The secondary road department will not provide special mailbox installations or decorative designs. The secondary road department will replace mailbox supports damaged during snow and ice removal with a 4" x 4" wooden post, bracket, and standard mailbox kit. Linn County does not assume the ownership of mailboxes, fences, and other private fixtures it repairs as a result of damage caused during snow and ice removal.

SECTION 4. SECTION MODIFIED. Chapter 18, Article VI, Section 18-147 of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:

Sec. 18-147. - Limitation of service.

The policy and level of service provided for in this article is limited as follows:

- (1) The secondary road department will not treat hard-surfaced roadways for freezing precipitation outside of the standard hours of operation unless the county engineer or his or her designee extends the daily hours of operation as allowable within the maximum hours of operation.

- (2) The secondary road department will not re-treat hard-surfaced roadways during freeze/thaw cycles or to eliminate frost.
- (3) The secondary road department will not apply de-icing chemicals or salt to rock-surfaced roads. The secondary road department will apply abrasives to dangerous hills and intersections only as determined by the county engineer or his or her designee, and only after the county engineer or his or her designee deems an attempt(s) to use other mechanical means, such as scraping with motor graders, unsuccessful.
- (4) The secondary road department will evaluate the removal of sand, salt, and other abrasives on a case-by-case basis.
- (5) The secondary road department will not place additional warning or regulatory signs to warn of impaired sight distance, reduced visibility at intersections, road blockages, single-lane conditions, slick or slippery roads, and/or recommended speeds.

SECTION 5. SECTION MODIFIED. Chapter 18, Article VI, Section 18-148(a) of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:

Sec. 18-148(a) – The county engineer or his or her designee, either independently or at the request of the incident commander, may adjust or suspend operations during an emergency situation as defined in Section 18-144. The county engineer or his or her designee shall verify an emergency situation reported by the public through the 911 system and sheriff's office.

SECTION 6. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 7. 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 8. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 9. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

LINN COUNTY BOARD OF SUPERVISORS

Stacey Walker, Chair

Ben Rogers, Vice Chair

Louis J. Zumbach, Supervisor

ATTEST:

Joel Miller, County Auditor

Ordinance No.

I, Linn County Auditor, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors.

Joel Miller, County Auditor

State of Iowa
County of Linn

This instrument was acknowledged before me on the _____ day of _____, 2021, by Joel Miller as Linn County Auditor.

Notary Public, State of Iowa

First reading on the _____ day of _____ 2021.

Second reading on the _____ day of _____ 2021.

Third reading and final passage on the _____ day of _____ 2021.

Published in *The Gazette* on the _____ day of _____ 2021.



DESIGN DYNAMICS, INC

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

June 15, 2021

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

Dear Mr. Goemaat:

I am writing to outline my proposal for architectural, mechanical and electrical engineering services for the Wanatee Park shop building addition project. I would like to thank you for the opportunity to work with you on this project. The project scope will consist of Schematic Design, Construction Document Services, Price quote assistance and Construction Administration for project.

The following fee does not include Structural or Civil Engineering services should they be required.

Proposed scope of services

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

Schematic Design Services

- Design meetings (1 anticipated)
- Floor plan
- Exterior elevations (2)

Construction Document Services

- Project review meetings (1 anticipated)
- Floor plan
- Foundation plan
- Exterior elevations (3)
- Wall sections (2)
- Door schedule

Pricing

- Pre-pricing meeting
- Contractor Questions
- Addenda

Construction Administration

- Pre-construction meeting
- Shop drawing review
- Contractor questions
- Project meetings (2 anticipated)
- Punch list and closeout

Compensation

I propose a fixed fee of \$11,250.00 to be allocated as follows.

	DDI	WPE (mechanical and electrical engineering)
Schematic Design	\$1,000	
Construction Documents	\$3,500	\$4,000
Bidding	\$ 500	
Construction Administration	\$1,250	\$1,000
TOTALS	\$6,250	\$5,000

Standard Rate Schedule

Principle Architect	\$ 125.00
Drafting Technician I	\$ 65.00
Secretarial	\$ 40.00

Additional Services

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

Reimbursable Expenses

All reimbursable expenses will be billed for at cost as they are accrued and will include such things as photocopies, mileage, and large format prints.

Schedule

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

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

Sincerely,



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

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

Signature

Date