

BOARD OF SUPERVISORS

District 1 | **Stacey Walker**

District 2 | **Ben Rogers**

District 3 | **Brent Oleson**

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, September 4, 2019

10 a.m.

Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA

Call to Order

Pledge of Allegiance

Public Comment: Five Minute Limit per Speaker

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

Consent Agenda

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

Reports

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.

Resolution to approve agreements for Living Roadway Trust Fund Grants between the Iowa Department of Transportation and Linn County and authorize the Linn County Engineer to execute on behalf of the County.

Contract and Agreements

Approve and authorize, Stacey Walker, Linn County Board of Supervisors Chair, to sign Memorandum of Understanding Referencing MOU NO: 06-JD18-19F for the Provision of Fiscal Agent Services between Juvenile Court Services and Linn County Community Services for year October 1, 2019 – September 31, 2020.

Approve and authorize Chair to sign a revised Application for Federal Assistance SF-424 related to Linn County's Soil Health Partnership proposal to the USDA Natural Resources Conservation District for their Iowa Partners for Conservation grant

Licenses & Permits

Approve Premises Update for Indian Creek Nature Center permitting Popolli Restaurant to cater on September 1, 2019 (retroactive to August 27, 2019).

Approve Liquor License for BK's Bar, 803 Vernon Valley Dr., Cedar Rapids, noting all conditions have been met.

Approve Premises Update for Indian Creek Nature Center permitting Casey Everts to provide liability insurance for an event on September 7, 2019.

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Discuss and decide on a proposed Resolution to appoint Roxanne Rolland as Deputy in the Treasurer's Office

Discuss and decide on a Resolution Establishing General Assistance Program Provisions in Accordance with Chapter 20, Article III, Code of Ordinances, Linn County, Iowa

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.

Claims

Discuss and decide on claims.

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.

RESOLUTION
PETITION for SUSPENSION of 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 #
Gustafson, Kay	14241-79021-00000	2020	
McMenomy, Della	14203-80001-00000	2020	
Thompson, Dora	11274-32007-01001	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 _____, 2019.

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 _____, 2019

NOTARY PUBLIC
STATE OF IOWA

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

RESOLUTION # _____

APPROVE AGREEMENT FOR LIVING ROADWAY TRUST FUND GRANT

WHEREAS, Linn County has been awarded Living Roadway Trust Fund grants, and
WHEREAS, the Iowa DOT and Linn County will enter into an agreement for each grant.

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors, meeting in regular session to:

1. Approve the agreement with the Iowa DOT for a Living Roadway Trust Fund Grant for the following grant.
 - Linn County Iowa Roadside Vegetation Management Signage
 - Schulte FX-107 Rotary Mower
 - Kubota RTV-X1120D UTV
2. Authorize the County Engineer to execute on behalf of the County.

Moved by Supervisor _____ Seconded by Supervisor _____
that the above resolution be adopted this ___ day of _____, 201___ by a vote of ___ aye ___ nay and _____
abstain from voting.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

ATTEST:

Chairperson

Linn County Auditor

Vice Chairperson

Supervisor

MEMORANDUM OF UNDERSTANDING
Referencing MOU NO: 06-JD18-19F
for Provision of Fiscal Agent Services

This Memorandum of Understanding ("MOU") for the provision of certain Fiscal Agent Services for Wrap Around and Staff Development Funds is made and effective on October 1, 2019, by and between Juvenile Court Services, 6th District and Linn County Community Services, an agency of Linn County, Iowa; the parties agree as follows:

1.0 IDENTITY OF PARTIES.

A. Juvenile Court Services, 6th District, (referred to in this document as "JCS") is the recipient of transfer funds from the Criminal and Juvenile Justice Planning Division of the Iowa Department of Human Rights. The JCS's address is:

211 8th Avenue SW
Cedar Rapids, Iowa 52404-2132

B. Linn County Community Services (referred to in this document as "FA") is entering into this MOU to provide fiscal management services for the Wrap Around and Staff Development Funds issued to JCS. Fiscal Agent address is:

1240 26th Avenue Ct, SW
Cedar Rapids, IA 52404-3402

2.0 DURATION OF MOU.

The term of this MOU shall be **October 1, 2019** through **September 30, 2020**, unless terminated earlier in accordance with the Termination section of this MOU.

3.0 PURPOSE.

The parties have entered into this MOU for the purpose of enabling FA to provide fiscal management services for the JCS's Wrap Around and Staff Development Funds. As mentioned in Section 1, FA will provide services that include: a) reviewing reimbursement claims made by service providers; b) reviewing of JCS's budget form submitted with the reimbursement vouchers; c) making appropriate adjustments to reimbursements based on FA's review of the service providers' reimbursement requests and JCS's budget forms; d) making payment to service providers for allowed expenditures; and e) maintaining records of payments and balances for the Department's funds.

4.0 SCOPE OF SERVICES.

FA shall provide the following services in accordance with the defined performance expectations as set forth below:

A. Maintain documentation and issue payments from the JJYD and Reentry Grant Funds designated for JCS upon receipt of a properly completed request for reimbursement. This includes a General Accounting Expenditure (GAX) form that has been signed by the provider requesting reimbursement and authorized by the Chief Juvenile Court Officer, a Department of Human Rights Reimbursement Claim

form and documentation that supports the claim. Before issuing payments, FA will review the reimbursement request including documentation, and the reimbursement claim to determine that the expenditure is allowable under the terms of the JJYD Program MOU between CJJP and JCS. FA shall submit a properly completed GAX form and a Summary of Subcontract Expenses form to CJJP for reimbursement.

- B. Maintain accounting records that at a minimum include the following:
1. For each grant payment made as directed by JCS:
 - a. The date the approved claim voucher and supporting documentation was received from JCS
 - b. The name of the authorized JCS staff approving payment
 - c. The name and mailing address of the payee
 - d. The amount of the payment
 - e. The check number or other unique identification of the payment
 2. Running balances for:
 - a. The cumulative amount of payments issued
 - b. The cumulative amount of returned payments reissued
 - c. The cumulative amount of all payments canceled for any reason
 - d. Available JCS funds that are not encumbered or otherwise allocated for payments made but not yet cashed.
- C. Continue providing the services in this section until all of the Wrap Around and Staff Development Funds allocated to JCS are exhausted, the MOU expires, or is otherwise terminated as provided by the provisions for termination under the General Provisions of this MOU.
- D. FA administration fee is based on the time required to complete the task.

5.0 **DEFAULT AND TERMINATION.**

A. **Termination for Cause**

1. The occurrence of any one or more of the following events shall constitute cause for the either party to declare the other party in default of its obligations under this MOU:
 - Failure to observe any condition or perform any obligation created by the MOU; or
 - Failure to make substantial and timely progress toward performance of the MOU; or
 - Failure of the other party's work product and services to conform with any specifications noted herein.
2. Notice of Default: If there is a default event caused by one of the parties, the party declaring the default shall provide written notice to the defaulting party requesting that the breach or noncompliance be remedied immediately. If the breach or noncompliance continues to be evidenced **fifteen (15)** days beyond the date of the written notice, the party declaring the default may do one or more of the following:
 - Immediately terminate the MOU without additional written notice; or,
 - Enforce the terms and conditions of the MOU and seek any legal or equitable remedies.

B. Termination upon Notice

Either party may terminate this MOU, without penalty or incurring of further obligation, upon **thirty (30)** days written notice.

C. Termination Due to Lack of Funds or Change in Law

Either party shall have the right to terminate this MOU without penalty by giving **sixty (60)** days written notice to the other party as a result of any of the following:

- Adequate funds are not appropriated by the legislature to allow either party to operate as required and to fulfill its obligations under this MOU; or
- Funds are de-appropriated, not allocated, or if funds needed by either party, at that party's sole discretion, are insufficient for any reason; or
- Either party's authorization to conduct business is withdrawn or there is a material alteration in the programs either party administers; or
- Either party's duties are substantially modified.

D. Delay or Impossibility of Performance. Neither party shall be in default under this MOU if performance is delayed or made impossible by an act of God. The delay or impossibility must be beyond the control and without the fault or negligence of the defaulting party.

6.0 INDEMNIFICATION.

Each party agrees to defend, indemnify and hold the other party, and their officers, agents and employees, harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of the Attorney General's Office, and the costs and expenses and attorney fees of other counsel, or the costs, fees, expenses and attorney fees of any action pursuant to Iowa Code Section 679A.19 related to or arising from:

- A. Any violation of this MOU; or
- B. Any negligent or intentional acts or omissions of one of the parties, its officers, owners, employees, agents, board members, contractors or subcontractors or any other person in connection with the goods or services provided under this MOU; or
- C. Claims for infringement of patents, trademarks, trade secrets, or copyrights, or other intellectual property arising under this MOU; or
- D. One of the parties' performance or attempted performance of this MOU; or
- E. Any failure by one of the parties to comply with all local, state and federal laws and regulations.

7.0 MOU ADMINISTRATION.

A. Authorization. Each party to this MOU represents and warrants to the other that:

1. It has the right, power and authority to enter into and perform its obligations under this MOU.
2. It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this MOU and this MOU constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

B. Successors in Interest. All the terms, provisions, and conditions of this MOU shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

C. Cumulative Rights. The various rights, powers, options, elections and remedies of either party provided in this MOU, shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities

allowed either party by law, or shall in any way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied, or undischarged.

- D. **Severability.** If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this MOU.
- E. **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of this MOU.
- F. **Third Party Beneficiaries.** There are no third party beneficiaries to the MOU. This MOU is intended only to benefit JCS and the FA.
- G. **Not a Joint Venture.** Nothing in this MOU shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any MOU or create an obligation or liability on behalf of, in the name of, or binding upon another party to the MOU.
- H. **Amendments.** This MOU may be amended in writing from time to time by mutual consent of the parties. All amendments to this MOU must be fully executed by both parties.
- I. **Additional Provisions.** The parties agree that if an Addendum, Attachment or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.
- J. **Confidentiality.** Information of JCS that identifies clients and services is confidential. The FA and its employees, agents and subcontractors shall be allowed access to such information only as needed for performance of their duties related to the MOU. FA shall not use confidential information for any purpose other than carrying out FA's obligations under this MOU. The FA shall establish and enforce policies and procedures for safeguarding the confidentiality of such data. The FA may be held civilly or criminally liable for improper disclosure. FA shall promptly notify JCS of any request for disclosure of confidential information received by the FA.
- K. **Headings or Captions.** The paragraph headings or captions used in this MOU are for identification purposes only and do not limit or construe the contents of the paragraphs.
- L. **Integration.** This MOU represents the entire MOU between the parties and neither party is relying on any representation that may have been made which is not included in this MOU.
- M. **Supersedes Former MOUs or Agreements.** This MOU supersedes all prior MOUs or Agreements between JCS and the FA for services and products provided in connection with this MOU.
- N. **Counterparts.** The parties agree that this MOU has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- O. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized

representatives of JCS and the FA, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the MOU shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

P. **Obligations Beyond MOU Term.** This MOU shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this MOU. All obligations of JCS and the FA incurred or existing under this MOU as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this MOU.

Q. **Notices.** Notices under this MOU shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice under this MOU shall be the date of mailing which may be effected by certified U.S. Mail, return receipt requested, with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS:

If to JCS:

Christopher Wyatt, Chief Juvenile Court Officer
6th Judicial District
211 8th Avenue, SW
Cedar Rapids, IA 52404-2132

If to FA:

Linn County Community Services, Executive Director
Linn County Community Services
Administrative Office
1240 26th Avenue Ct, SW
Cedar Rapids, IA 52404-3402

8.0 EXECUTION

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above MOU and have caused their duly authorized representatives to execute this MOU.

State of Iowa, the 6th District of Juvenile Court Services

By: 

Date: 8/26/19

Name: Christopher Wyatt

Title: Chief Juvenile Court Officer

Fiscal Agent

By: _____

Date: _____

Name: Stacey Walker

Title: Chair of Linn County Board of Supervisors

Application for Federal Assistance SF-424								
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input type="checkbox"/> Application <input checked="" type="checkbox"/> Changed/Corrected Application			* 2. Type of Application: <input type="checkbox"/> New <input type="checkbox"/> Continuation <input checked="" type="checkbox"/> Revision			* If Revision, select appropriate letter(s): E: Other (specify) _____ * Other (Specify): Budget line revisions _____		
* 3. Date Received: 08/30/2019		4. Applicant Identifier: _____						
5a. Federal Entity Identifier: _____			5b. Federal Award Identifier: NR186114XXXXC012					
State Use Only:								
6. Date Received by State: _____		7. State Application Identifier: _____						
8. APPLICANT INFORMATION:								
* a. Legal Name: County of Linn								
* b. Employer/Taxpayer Identification Number (EIN/TIN): 42-6004338			* c. Organizational DUNS: 0735011080000					
d. Address:								
* Street1: 935 Second Street SW								
Street2: _____								
* City: Cedar Rapids								
County/Parish: _____								
* State: IA: Iowa								
Province: _____								
* Country: USA: UNITED STATES								
* Zip / Postal Code: 52404-2100								
e. Organizational Unit:								
Department Name: Soil Conservation Department			Division Name: _____					
f. Name and contact information of person to be contacted on matters involving this application:								
Prefix: Mr.		* First Name: Jonathan						
Middle Name: _____								
* Last Name: Gallagher								
Suffix: _____								
Title: County Resource Conservationist								
Organizational Affiliation: _____								
* Telephone Number: 319-377-5960			Fax Number: _____					
* Email: jon.gallagher@ia.nacdnet.net								

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

USDA - Natural Resources Conservation Service

11. Catalog of Federal Domestic Assistance Number:

10.902

CFDA Title:

Soil and Water Conservation

*** 12. Funding Opportunity Number:**

USDA-NRCS-IA-IPC-18-01

* Title:

IOWA FY18 IPC ANNOUNCEMENT

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Indian Creek Soil Health Partnership

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="306,500.00"/>
* b. Applicant	<input type="text" value="89,000.00"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text" value="210,000.00"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="605,500.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

RESOLUTION # _____
Appointment of Roxanne Rolland as Deputy

WHEREAS, pursuant to Section 331.903(1), Code of Iowa, Sharon Gonzalez, Linn County Treasurer, has submitted to the Board of Supervisors, Linn County, Iowa, for approval of Roxanne Rolland, for appointment as Deputy, and

WHEREAS, the Board of Supervisors, Linn County, Iowa, finds Roxanne Rolland to be qualified to serve as Deputy and that the appointment of Roxanne Rolland will not exceed the number of deputies authorized for the Linn County Treasurer's Office by the Board of Supervisors, Linn County, Iowa.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, that the appointment of Roxanne Rolland as Deputy by Sharon Gonzalez, Linn County Treasurer, is hereby approved.

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

LINN COUNTY BOARD OF SUPERVISORS

AYE:
NAY:
ABSTAIN:

CHAIRPERSON

SUPERVISOR

SUPERVISOR

ATTEST:

JOEL D. MILLER, Linn County Auditor

STATE OF IOWA)
) ss:
COUNTY OF LINN)

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

JOEL D. MILLER

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

NOTARY PUBLIC – State of Iowa