

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, March 6, 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

Receive and place on file Linn County Outstanding Warrant Report Void Warrants submitted by the Linn County Auditor's Office (replacement warrant has not been issued).

Receive and place on file Linn County Outstanding Warrant Report Void & Reissued Warrants submitted by the Linn County Auditor's Office (replacement warrants have been issued).

Resolutions

Resolution to approve Residential Parcel Split for Garnant First Addition, Case JPS19-0003

Contract and Agreements

Authorize Fiscal Year 2019 Witwer Trust Grants as follows: Discovery Living, Inc. - \$1800; Eastern Iowa Health Center - \$1,667; and Junior Achievement of Eastern Iowa - \$1,333.

Authorize Chair to sign purchase order #5520 for \$34,166.00 to Lynch Ford Chevy for a 10 passenger Ford Transit for Options.

Authorize Chair to sign purchase order #5521 for \$66,855.00 to Hoglund Bus Co., Inc. for a 2019 Ford wheel chair accessible Transit for Options.

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Discuss and decide on a proposal to install an advertising billboard for Prospect Meadows on Linn County owned real estate leased to Prospect Meadows

Discuss and decide on architectural proposal from Design Dynamics, Inc. to conduct a space needs study for the proposed mental health access center.

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

Legislative Update

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 OUTSTANDING WARRANT REPORT
VOID WARRANTS
Submitted by Linn County Auditor's Office

The office was notified that the following warrant was not received and is presumed lost. This warrant has been voided and a replacement warrant has not been issued.

Warrant Number	Warrant Amount	Warrant Date	Vendor Name
70603899	\$ 72.25	8/1/2018	Marion Iron Company

Dated at Cedar Rapids, Linn County, Iowa this 6th day of March 2019.



JOEL MILLER, Linn County Auditor

LINN COUNTY OUTSTANDING WARRANT REPORT
 VOID & REISSUED WARRANTS
 Submitted by Linn County Auditor's Office

The Linn County Auditor was notified in writing that the following warrants were not received and are presumed lost. These warrants were voided and a replacement warrant has been issued.

Warrant Number	Warrant Amount	Warrant Date	Vendor Name
70604300	\$ 350.00	8/19/2018	H A C A P
70598887	\$ 2,045.00	11/1/2017	Unity Point-St Luke's Hospital
70603510	\$ 149.00	7/11/2018	International Public Mgmt
70603375	\$ 350.00	7/3/2018	Nicholas William Allendorf
70604914	\$ 1,200.00	10/3/2018	Informatics Inc
70604353	\$ 300.00	8/29/2018	Michael Williams
70603990	\$ 154.44	4/4/2018	Andrew J Huck
70605254	\$ 300.00	10/24/2018	Dounte Toronald Harris
70603292	\$ 60.00	6/28/2018	Zachary Kelchen
70604419	\$ 135.00	9/5/2018	Caleb Fairlie
70606226	\$ 63.74	12/12/2018	Stinger Trailer Repair LLC
70602617	\$ 29.00	6/6/2018	Dhondt Mechelle
70598731	\$ 6.80	11/1/2017	Detterbeck Erin

Dated at Cedar Rapids, Linn County, Iowa this 6th day of March, 2019.


 JOEL MILLER, Linn County Auditor
Deputy

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of Garnant First Addition (Case # JPS19-0003) 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 19, Township 82 North, Range 08 West of the 5th P.M., Linn County, Iowa, described as follows:

Commencing at the Southwest corner of said Section 19; thence North 2° 00' 04" West 1560.30 feet along the West line of Southwest Fractional Quarter of said Section 19 to the point of beginning; thence continuing North 2° 00' 04" West 260.96 feet along said West line; thence North 88° 47' 34" East 432.15 feet; thence North 1° 12' 26" West 134.01 feet; thence North 88° 47' 34" East 115.52 feet; thence South 1° 12' 26" East 394.95 feet; thence South 88° 47' 34" West 544.06 feet to the point of beginning, containing 3.63 acres, subject to easements, covenants and restrictions of record.

WHEREAS, said plat is accompanied by a certificate acknowledging that said subdivision is by, and with the free consent of the proprietors, and is accompanied by a certificate dedicating certain property to the public, as shown on the plat; and

WHEREAS, said plat and its attachments thereto have been found to conform to the requirements of the comprehensive plan and the subdivision ordinance; and the requirements of other ordinances and state laws governing such plats; and

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of January 16th, 2019 as last amended on February 18th, 2019 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. 40' of right-of-way on Linn Benton Road adjacent to development shall be dedicated to the County for road purposes.
3. Road agreement for conditions applicable to residential parcel split cases. County Standard Specifications, Section 1.

IOWA DEPARTMENT OF TRANSPORTATION

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

LINN COUNTY PUBLIC HEALTH DEPARTMENT

1. Existing water system must be reviewed by Linn County Public Health for compliance with Linn County Code of Ordinances Chapter 10, Article V Nonpublic Water Supply Wells.

NATURAL RESOURCES CONSERVATION SERVICE

No conditions to be met.

LINN COUNTY CONSERVATION DEPARTMENT

No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT

No conditions to be met.

LINN COUNTY 911 COORDINATOR

No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT – ZONING DIVISION

1. All side and rear yard setbacks must be met for all structures involved in this proposal.
2. Various revisions to the site plan and final plat.
3. Prior to approval of the final plat, the owner must sign an "Acceptance of Conditions" form. The "Acceptance of Conditions" form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
4. This plat lies within the 2-mile jurisdiction of the City of Walford. As per Chapter 354 of the Code of Iowa, a certified resolution by any municipality that has authority to review the plat to either approve the plat or waive its right to review must be provided.
5. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
6. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.
7. One original and 3 complete copies of the final plat bound documents that must include the following:
 - (i) Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
 - (ii) Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
 - (iii) Surveyor's certificate
 - (iv) Auditor's certificate
 - (v) Resolution of the Planning and Zoning Commission
 - (vi) Resolution of the Board of Supervisors
 - (vii) Resolution of approval or waiver of review by applicable municipalities
 - (viii) Treasurer's certificate
 - (ix) Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the Unified Development Code.
 - (x) Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
 - (xi) Three (3) copies of the surveyor's drawing
 - (xii) A covenant for a secondary road assessment
8. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before **FEBRUARY 18, 2020** 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.

Linn County Board of Supervisors

Resolution # _____

JPS19-0003

March 6th, 2019

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NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by March 6th, 2020 to be valid.

Passed and approved this 6th day of March, 2019

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 # _____

JPS19-0003

March 6th, 2019

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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 _____, 2019.

Notary Public State of Iowa



DESIGN DYNAMICS, INC

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

February 20, 2019

Linn County Board of Supervisors
935 2nd Street, SW
Cedar Rapids, IA 52404

Dear Mr. Gage:

I am writing to outline our proposal for architectural services to conduct a study to determine the space needs for the office of Mental Health Services. The facility will be located in the current Health Department building located at 501 13th St., NW. I would like to thank you and the Board for the opportunity to work with you on this project. The project scope will consist of interviewing staff and user groups to determine their current and future space needs then applying those requirements to the existing Health Department building to determine an optimal layout.

The following fee does not include Landscape Architecture, Structural Engineering, Civil Engineering, Mechanical and Electrical Engineering or Geotechnical services. If any other services should be required by sub-consultants, they will be performed at cost or passed through to you.

Proposed scope of services

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

Space Needs Analysis

- Meetings to interview staff and user groups (2)
- Evaluate and compare desired spaces to existing building
- Produce a floor plan that optimizes existing building spaces
- Meeting to review plan (1)
- Revise plan as required

Compensation

I propose an hourly fee not to exceed \$2,500 to include architectural services outlined above and per the attached Terms and Conditions.

Standard Rate Schedule

Principal Architect	\$ 125.00
Architect	\$ 95.00
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 photo copies, mileage and large format prints.

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



Terms and Conditions

Design Dynamics, Inc. (hereinafter referred to as "DDI") shall perform the services outlined in this agreement for the stated fee arrangement.

Standard of care: In providing services under this Agreement, DDI Shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. DDI makes no warranty, express or implied, as to its professional services rendered under this Agreement.

Fees: The anticipated fee for time & materials, if stated, shall be understood to be an estimate. All incurred expenses relating to the agreed upon project shall be invoiced back to the customer at 110%. These expenses may include but are not limited to: mileage, legal fees, software fees, plotting and copying fees, permitting fees, and travel expense. Mileage reimbursement shall be \$0.54.5 per mile. Where the fee arrangement is to be on an hourly basis, the rates used shall be those that prevail at the time services are rendered. Current rates are as follows:

Principal Architect	\$ 125.00	Drafting Technician	\$ 65.00
Architect	\$ 95.00	Secretarial	\$ 40.00

Billings/Payments: Invoices for DDI's services shall be submitted, at DDI's option, DDI may submit invoices either upon completion of the services or throughout the life of the project. Invoices shall be paid with 30 days of the invoice date. If the invoice is not paid within 30 days, DDI may terminate all services and any of its other obligations under this Agreement, free of any and all liability and shall be entitled to any remedy available by law or equity. DDI does not waive any claim or right against Client by terminating services for nonpayment. Only a DDI officer has authority to enter into alternative payment agreements. No Secondary payment agreement shall be binding upon DDI unless agreed to in writing by the company representative.

Late payments: Invoices that are not paid within 30 days of the invoiced date may be assessed interest of 1.5% per month from the date the invoice was due. The Client shall pay all costs including court costs and reasonable attorney fees, associated with collecting any unpaid balance.

Hazardous Materials Indemnity: The Client agrees, notwithstanding any other provisions of this agreement, to the fullest extent permitted by law, to indemnify and hold harmless DDI, its officers, partners, employees, and sub consultants (collectively DDI) from and against any and all claims, suits, demands, liabilities, losses, damages, or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory, or any other cause of action, except for the sole negligence or willful misconduct of DDI.

Indemnification: The Client shall indemnify and hold DDI harmless from and against any and all claims, losses, and expenses, (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by or in a contractual relationship with the Client (except DDI), or anyone for whose acts of them may be liable.

Dispute Resolution: Any claims or disputes between the Client and DDI arising out of the services to be provided by DDI or out of this Agreement shall be submitted to nonbinding mediation. The Client and DDI agree to include a similar mediation agreement with all contractors, sub-consultants, subcontractors, suppliers, and fabricators, providing for mediation as the primary method for dispute resolution among all parties.

Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Client and DDI, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, DDI's total liability to the Client for any and all injuries, damages, claims, losses, expenses or claim expense arising out of this Agreement from any cause or causes shall not exceed \$100,000.00. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Access to Site: Unless otherwise stated, DDI will have access to the site for activities necessary for the performance of DDI's services. DDI will take reasonable precautions to minimize damages due to these activities but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

Jobsite Safety: Neither the professional activities of DDI, nor the presence of DDI or its employees and subconsultants at a construction/project site, shall impose any duty on DDI, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies.



Terms and Conditions

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Jobsite Safety cont.: DDI and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor.

Information Provided by Others: The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, and instructions required by the Agreement. DDI may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. DDI shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

Termination of Services: This agreement may be terminated by the Client or DDI should the other party materially breach this Agreement. Nonpayment by the Client shall be a material breach of this Agreement. In the event of termination, the Client shall pay DDI for all services rendered up to and including the date of termination, all expenses associated with the project and termination expenses (including attorney fees).

Ownership of Documents: All documents produce by DDI under this agreement shall remain the property of DDI and may not be used by the Client for any other endeavor without the express written consent of DDI. The drawings and data submitted by Architect to Client are submitted for an acceptance period of 14 days. Any defects Client discovers during the period will be reported to Architect and will be corrected as part of Architect's Basic Scope of Services. Correction of defects detected and reported after the acceptance period will be compensated as Additional Services. Client further agrees not to use the drawings and data, in whole or in part, for any purpose or project other than the Project which is the subject of this Agreement. Client shall make no claim against Architect resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold Architect harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than the Architect or from a reuse of the drawings and data without the proper written consent of Architect. Under no circumstances shall transfer of the drawings and data and other instruments of service on electronic media for use by Client be deemed a sale by Architect, and Architect makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

On-Site Observation: On-site observation of Contractor's work is not part of Architect's work unless explicitly a part of the Scope of Services. If on-site observation of Contractor's work is a part of this Agreement, Architect shall make visits to the site at intervals appropriate to the various stages of construction as Architect deems reasonable. The site visits are for the limited purpose of becoming generally familiar with the progress and quality of the work completed and to determine in general if the work is being performed in a manner indicating that the work, when completed, will be in accordance with the contract documents. However, Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. Architect does not guarantee or warrant the performance of Contractor. Architect is not responsible for construction means, methods, techniques, sequence or procedures, time of performance, or programs in connection with the construction work. Architect is not responsible for Contractor's failure to execute the work in accordance with the contract documents. Architect is not responsible in any way for Contractor's Subcontractors, or their agents or employees compliance with OSHA or any federal, state, or local laws or regulations. Architect is not responsible for Project or site safety. Project and site safety shall be the sole responsibility of Contractor. Architect shall not have control over or charge of acts or omissions of Contractor, Subcontractor or their agents or employees, or any other persons performing portions of the work. Given the foregoing, Client also shall, to the fullest extent permitted by law, waive any claim against Architect, and indemnify, defend, and hold Architect harmless from any claim or liability for injury or loss arising from Architect's alleged failure to exercise site safety responsibility. Client also shall compensate Architect for any time spent or expenses incurred by Architect in defense of any such claim. Such compensation shall be based upon Architect's prevailing fee schedule and expense reimbursement policy.

Force Majeure: Architect shall not be responsible or liable for any damages or delay, including, but not limited to, those which arise from Acts of God, strikes, walkouts, accidents, Government Acts, acts of terrorism, or other events beyond the control of Architect.

Applicable Laws: This Agreement shall be governed by the laws of the State of Iowa.

Estimates, Quotes or Proposals are valid for 60 days from date of issue and subject to re-pricing thereafter.