

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**

Monday, June 17, 2019
10 a.m.

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

Call to Order

Public Comment: Five Minute Limit per Speaker

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

Minutes

Discuss and decide on meeting minutes.

Presentation by Junior Achievement of Eastern Iowa for economic and community development funding consideration.

Presentation by the City of Center Point for economic and community development funding consideration

Discuss a contract for ADA Complementary Paratransit Service between Linn County (LIFTS) and Cedar Rapids Transit (City of Cedar Rapids) for Fiscal Year 2020 in the amount of \$861,240.

Discuss Business Property Tax Credit correction for 2017 and 2018.

Authorize Chair to sign, retroactive to June 13, 2019, a letter of support for EMBARC's (Ethnic Minorities of Burma Advocacy and Resource Center) Ethnic Self-Help Grant application.

Discuss a proposed Temporary Use Permit, Case JTU19-0006, request by Karl Haible, owner, and West Linn Community Group, petitioner, for the Palo Mud Run event on June 15th, 2019, at 812 Iowa Ave.

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.

Payroll Authorizations

Discuss and decide on Employment Change Roster (payroll authorizations).

Claims

Discuss and decide on claims.

Correspondence

Appointments

Closed Session

The Board of Supervisors will enter into closed session pursuant to Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of real estate.

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.

Contract for Transportation Services

Between the City of Cedar Rapids (Cedar Rapids Transit) and Linn County (Linn County LIFTS)

WHEREAS, Cedar Rapids Transit has an interest in the provision of ADA Complimentary Paratransit Service within the cities of Cedar Rapids, Hiawatha and Marion, and

WHEREAS, Linn County LIFTS has the ability to provide such services,

NOW, THEREFORE, THE PARTIES DO HEREBY MUTUALLY AGREE AS FOLLOWS:

A. Purpose and Timeframe

1. The purpose of this contract is to arrange for public transit services under the auspices of Cedar Rapids Transit.
2. The contract period shall begin on July 1, 2019 and continue through June 30, 2020. Any extension or renewal of this contract shall be in writing and mutually agreed upon by both parties.

B. Description of Service

1. All transit services will be provided in vehicles open to the public without discrimination.
2. Service shall be provided Monday through Saturday, except on the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
3. Service hours under this contract shall be the same as the Cedar Rapids Transit fixed-route bus service: Monday through Friday 5:15 a.m. to 7:00 p.m. and Saturday 8:15 a.m. to 5:00 p.m.
4. Service shall be advanced reservation demand responsive service in the cities of Cedar Rapids, Hiawatha and Marion.
5. Access to service shall be obtained by calling Linn County LIFTS for ride reservations for next day service.
6. Fares for these services shall be twice the adult base fare charged on Cedar Rapids Transit's fixed-route bus service.
7. All services funded under this contract and all uses made of vehicles provided by Cedar Rapids Transit shall be insured with the following coverage.

Insurance Requirements

Linn County LIFTS, at its own expense, shall procure and maintain during the entire term of this Agreement and any extensions thereof, the following insurance coverage on all City owned vehicles provided to Linn County LIFTS for use as stated in this contract.

1. Automobile Liability Insurance with a combined limit of at least \$5,000,000 per occurrence for bodily injury and property damage without sub-limits.
2. Qualifying Insurance: Policies shall be issued by insurers authorized to do business in the State of Iowa and currently having an A.M. Best Rating of "B" or better. All policies shall be occurrence form and not claims made form. Linn County LIFTS shall be responsible for deductibles and self-insured retentions in Linn County LIFTS insurance policies.

3. Additional Insured: The City of Cedar Rapids, its officers and employees shall be named as additional insureds on Linn County LIFTS', liability insurance policies and certificates of insurance.

Certificate of Insurance Requirements

1. The Description area of the certificate should state: **The City of Cedar Rapids, its officers and employees** are named as additional insured. List the **(Use of City owned Vehicles)** the certificate covers.
2. The minimum liability limits required by the CITY are: **\$5,000,000**. This must be **occurrence form** liability coverage.
3. The following address must appear in the Certificate Holder section:
Cedar Rapids Transit
427 8th Street NW
Cedar Rapids IA 52405
4. Certificates may be sent by e-mail, mail or delivery. A certificate of insurance must be provided to the CITY prior to the execution of this Agreement.
5. During the term of the Agreement, Linn County LIFTS shall provide the CITY with renewal certificates of insurance 20 days prior to policy expiration dates.

C. Vehicle Responsibilities

1. Cedar Rapids Transit shall provide approximately 10 ADA-accessible vehicles for the provision of services as described in this contract.
2. Vehicles supplied by Cedar Rapids Transit shall be subject to rotation with other vehicles in Cedar Rapids Transit's fleet in order to maintain a minimum annual usage for each vehicle in the fleet.
3. Vehicles supplied by Cedar Rapids Transit cannot be subleased without Cedar Rapids Transit's approval.
4. Linn County LIFTS is responsible for operating the vehicles in a safe and responsible manner, and cleaning and washing the vehicles so they are kept in a clean and presentable condition.
5. Vehicles supplied by Cedar Rapids Transit must be stored in a secure location approved by Cedar Rapids Transit.
6. Linn County LIFTS will be responsible for maintaining the vehicles so that they are mechanically sound and meet the manufacturer's minimum maintenance requirements, including a requirement to meet at least an 80% on-time record of preventive maintenance inspections.
7. Both parties shall equally split the cost of major component repairs that exceed \$1000 in cost.

D. Operations Responsibilities

1. Drivers for all transit services provided under this contract shall be employed by Linn County LIFTS and shall be required to have either a commercial driver's license or chauffeur's license, as appropriate for the vehicle driven.

2. Linn County LIFTS shall establish a drug and alcohol testing program conforming to the rules of the Federal Transit Administration.
3. Scheduling and dispatching support shall be provided by Linn County LIFTS.
4. Training of operational personnel shall be provided by Linn County LIFTS.
5. Dissemination of information about transit services provided under this contract shall be the responsibility of Linn County LIFTS.

E. Other Linn County LIFTS Responsibilities

1. Linn County LIFTS shall serve as an independent contractor.
2. Linn County LIFTS shall maintain accounting and records for all services rendered and shall assure that all persons handling project funds, including passenger revenues, are bonded to levels appropriate for the amounts of funds handled.
3. Linn County LIFTS shall provide to Cedar Rapids Transit a monthly billing for services rendered in the previous month including a report of units of service provided and revenues credited toward the service from passengers and from other sources.
4. Linn County LIFTS shall secure an independent audit of its transportation program including services provided under this contract and shall provide a copy of the audit report upon the request of Cedar Rapids Transit.
5. Linn County LIFTS shall permit inspection of its vehicles, services, books, and records by Cedar Rapids Transit or agencies providing funding to Cedar Rapids Transit upon the request of Cedar Rapids Transit.
6. Linn County LIFTS shall accept all risk and indemnify and hold Cedar Rapids Transit harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney's and witness' fees relating to loss or damage to property or to injury or death of any person arising out of the acts or omissions of Linn County LIFTS or its employees or agents.
7. Linn County LIFTS shall notify Cedar Rapids Transit in the event of any unavoidable interruption or delay in service.
8. Linn County LIFTS shall notify Cedar Rapids Transit of any accidents or incidents that result in a death, injuries requiring immediate medical treatment away from the scene of the accident/incident, or disabling damage to vehicles involved in the accident.
9. Linn County LIFTS shall comply with all applicable state and federal laws, including but not limited to FTA charter rule, affirmative action, equal employment opportunity laws, nondiscrimination laws, traffic laws, motor vehicles equipment laws, confidentiality laws, and freedom of information laws.

F. Other Cedar Rapids Transit Responsibilities

1. Cedar Rapids Transit shall provide operational subsidies for public transit services under the terms identified in this contract.
2. Cedar Rapids Transit shall, based on information supplied by Linn County LIFTS, other contractors and its own records, prepare all required reports to the Iowa Department of Transportation, Office of Public Transit and the Federal Transit Administration.
3. Cedar Rapids Transit shall assist Linn County LIFTS as necessary in the design and scheduling of transit services to meet the needs of the service area.

G. Compensation

1. Linn County LIFTS shall bill Cedar Rapids Transit on a monthly basis by the 15th of the following month.

2. Linn County LIFTS will keep the passenger revenues collected under this contract and apply those revenues to offset the cost of the service. Linn County LIFTS shall charge passengers \$3.00/ride which should result in anticipated passenger revenues of approximately \$138,000. All passenger revenues shall be applied to the costs of transportation services prior to application of federal transit funding and shall be considered to have expanded the level of services compared to what would be available without such resources.
3. Cedar Rapids Transit will provide an annual operating subsidy of \$861,240 to be used for operating and maintenance costs associated with this contract.
4. Payments of the operating subsidy will be made in equal amounts of \$71,770 on a monthly basis.

Quarterly Reporting

Cedar Rapids Transit is required to submit timely reports to the Iowa DOT and Federal Transit Administration. To meet the requirement, reports from Linn County LIFTS must be provided to Cedar Rapids Transit by the 15th of the month following the end of a quarter (Oct. 15th, Jan. 15th, Apr. 15th, Jul. 15th). Payments may be withheld if reports are not submitted in a timely manner.

1. Items to report with each quarterly billing shall be:
 - Total number of rides provided
 - Total number of Saturday rides
 - Total number of Sunday rides
 - Total number of elderly rides
 - Total number of disabled rides
 - Total vehicle miles and hours
 - Total revenue miles and hours
 - Total deadhead miles and hours
 - Total passenger revenues collected
 - Actual fully allocated costs of services

I. Entire Agreement

1. This contract contains the entire agreement between Linn County LIFTS and Cedar Rapids Transit. There are no other agreements or understandings, written or verbal that shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

J. Amendments

1. Any changes to this contract must be in writing and be mutually agreed upon by both Linn County LIFTS and Cedar Rapids Transit.

K. Termination

1. Cancellation of this contract may be initiated by either party through written notice to the other party at least 30 days prior to the date of cancellation.

L. Saving Clause

1. Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

M. Assignability and Subcontracting

1. This contract is not assignable to any other party without the express written approval of the Linn County LIFTS and Cedar Rapids Transit and the concurrence of the Iowa Department of Transportation, Office of Public Transit.
2. No part of the transportation services described in this contract may be subcontracted by Linn County LIFTS without the express written approval of Cedar Rapids Transit.
3. Notwithstanding the provisions in M.1. above, it is hereby agreed that Linn County LIFTS may under emergency circumstances temporarily subcontract any portion of the service if it is deemed necessary by Linn County LIFTS to avoid a service interruption. Cedar Rapids Transit shall be notified, in advance if possible, each time this provision is invoked.

ADOPTED BY THE PARTIES AS WITNESSED AND DATED BELOW, SUBJECT TO THE CONCURRENCE OF THE IOWA DEPARTMENT OF TRANSPORTATION, OFFICE OF PUBLIC TRANSIT.

For Linn County

For City of Cedar Rapids

Stacey Walker, Chairperson
Linn County Board of Supervisors

Jeff Pomeranz, City Manager
City of Cedar Rapids

Date: _____

Date: _____

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June 13, 2019

Administration for Children and Families
Office of Refugee Resettlement
370 L'Enfant Promenade, S.W., 8th Floor West
Washington, DC 20447

Dear Scoring Committee:

The Linn County Board of Supervisors is pleased to submit this letter of support for EMBARC's Ethnic Self Help Grant application.

Among Iowa counties, Linn County is second only to Polk County in the number of annual refugee settlements. Resettlement in cities like Cedar Rapids has grown exponentially from only one refugee family settlement in 2010 to 161 refugees in Fiscal Year 2018. Resettlement in Linn County has greatly increased even while national numbers have dropped significantly. Linn County's refugee community will reflect even more growth as family reunification processes proceed for those newly settled, and as Iowa continues to see a high influx of secondary resettlement.

Language and cultural barriers, as well as limitations associated with the short 90-day window of federal assistance, continue to prevent refugees from accessing critical services and educational opportunities in Linn County. This is compounded by urban sprawl and low-density developments which result in less access for transit and active transportation options for refugee families. These issues impact all areas of life, especially health, where pre-existing structural barriers such as the lack of mental health providers and prescribers in Linn County result in ongoing health disparities.

As the first refugee-led service provider in Iowa, EMBARC strives to empower refugee communities through leadership development, advocacy, and education. EMBARC's RefugeeRISE AmeriCorps Program has already proven to be effective, resulting in new refugee health worker positions at the Linn County Public Health Department, and in a decrease in unemployment of newly arrived refugees.

The Linn County Board of Supervisors is fully supportive of EMBARC and asks that you provide it necessary resources to carry out their work through the Ethnic Self Help Grant.

Sincerely,

A handwritten signature in black ink, appearing to read 'Stacey Walker', written over a horizontal line.

Stacey Walker
Chair, Linn County Board of Supervisors



Zoning Division

Temporary Use Application

Owner Information:		Applicant Information:	
Owner	<u>Karl Haible</u>	Applicant	<u>West Linn Community</u>
Address	<u>812 Iowa Ave. Palo, IA 52324</u>	Address	<u>202 main ST. P.O. Box 197 PALO, Iowa 52324</u>
Phone		Phone	<u>319-551-5105 (Delmar)</u>

Surveying Co:		E-Mail	
Engineer:		Phone	

Property Information:	
Property Address or Address Range (block)	<u>812 Iowa Ave. PALO</u>
Brief legal(s) (Sec./Twp./Range)	<u>SW 1/4 SW 1/4 SE 1/4 SW 1/4 21-84-8 SW SW</u>
GPN(s)	<u>122135100200000</u>
Rural Land Use Map Designation	<u>NMNSA / DNRA</u>
Current Zoning	<u>AG</u>
Total Acres	<u>22 Temp</u>

Submittal Requirements:
See attached pages for additional submittal requirements.

The undersigned is/are the owner(s) of the described property on this application, located in the unincorporated area of Linn County, Iowa, assuring that the information provided herein is true and correct. I hereby give my consent for the office of Linn County Planning and Development to conduct a site visit and photograph the subject property.

This development is subject to and shall be required, as a condition of final development approval, to comply with all Unified Development Code policies, requirements, and standards that are in effect at the time of final development approval.

Owner		Applicant	<u>Delmar Jellison</u>
Date		Date	<u>6-10-19</u>

Case #	<u>JT1119-0006</u>	Date Received RECEIVED JUN 10 2019
Receipt#	<u>PD Cash 6/10/19</u>	

The following information shall be provided with the application:

Is the property located within a Flood Plain? YES NO

Is the Proposed Use within the Flood Plain area? YES NO

Temporary use period:
Beginning 6-15-19

Ending 6-15-19

Description of Proposed Use:

Mud run

Days & Hours of Operation

11AM - 11PM

Will a building or structure be used and what type?

N/A

Will there be a sign? Per Article V, section 107-94 (j) include dimension details and content.

on city property

Have you contacted the Building Division for review of applicable building code requirements?

YES NO

Restroom Facilities:

Currently provided on site.

Portable will be brought to the site.

None available.

Estimated increase in vehicle trips per day 500

Type of vehicles using facility Personal Vehicles

Does the property have access from a state highway? YES NO
(If yes, review with Iowa Department of Transportation at (319) 365-3558.

Number of parking spaces provided 1500

The following documents shall be attached:

- Proof of Insurance
- Minor Site Plan → SAME AS PAST

PITS

guard Rail

FAST TRACK 40 FT

grass 20 FT

Bog Pit 40 FT

880 Feet
Shot Down

150

guard Rail

CableTape 50 FT

GATE

Fence

Trailors
CONSESSION

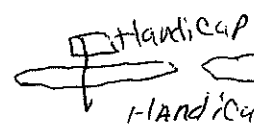


Hand
Habitats

gate

bleachers

bleacher



Handicap PARK



BEER TENT

PUBLIC
PARKING

XXXXX
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fireworks
AT
Nite