Linn County Board of Supervisors
Meeting Agenda
Wednesday, July 19, 2023
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.


Approve revisions for the Family and Medical Leave Act Policy PM-009

Approve updated Employee Resource Guide (Benefits, Time Away from Work, Resignation and Retirement, Other)

Reports
Receive and place on file Treasurer’s (Auto Dept.) Report to the County Auditor Receipts and Disbursements for the Month of June 2023.

Receive and place on file the Recorder’s Quarterly Report for April 1 through June 30, 2023.

Resolutions
Resolution authorizing conveyance to Kirk D. Weih and Annette M. Weih of Linn County, Iowa’s interest of vacated right-of-way along former portion of Skillman Road in section 12, township 82 and range 06.

Resolution authorizing Chair to sign Quitclaim Deed conveying Linn County, Iowa’s interest to Kirk D. Weih and Annette M. Weih of the vacated right-of-way along former portion of Skillman Road in section 12, township 82 and range 06.

Resolution approving Temporary Use Permit, case PTU23-0006, request by Wendling Quarries Inc., owners; Streb Ready Mix LLC, petitioner, to temporarily operate a concrete batch plat, located at 2896 Coggon Road, Coggon, Iowa, from July 19, 2023 to September 1, 2023

Resolution to approve Final Plat for Brecht’s Fourth Addition, Case JF21-0021.

Contract and Agreements
Approve and authorize Chair to sign a Quitclaim Deed to Kirk D. Weih and Annette M. Weih of Linn County, Iowa’s interest of vacated right-of-way along former portion of Skillman Road in section 12, township 82 and range 06.

Approve and authorize Chair to sign Linn County American Rescue Plan Act Grant Closeout Agreements between Linn County and Together We Achieve for the 12K Box Giveaway.

Approve and authorize Chair to sign Linn County American Rescue Plan Act Grant Closeout Agreements between Linn County and Together We Achieve for Hot Meals for All.

Approve and authorize Chair to sign a renewal agreement between Linn County and the Juvenile Detention Medical Director effective July 1, 2023 through June 30, 2024 for an amount of $29,545.

Approve and authorize Chair to sign an IDOT Final Contract Construction Voucher for project FM-C057(153)–55-57, grading on Jordans Grove Road from County Home Road to Waubeek Road.

Award bid and authorize Chair to sign contract for Mussel Survey for Matsell Park Road Bridge (#797) replacement project over Wapsipinicon River.

Approve and authorize Chair to sign 36-month copier lease at $255.78 per month with Gordon Flesch Company, Inc. for the IT Department.

Approve purchase order PO496 for $27,473.26 to Workspace Inc for new chairs in the Treasurer’s Office.

**Regular Agenda**

**Discuss and Decide on Consent Agenda**

**Minutes**—Discuss and decide on meeting minutes.

**Claims**—Discuss and decide on claims.

Discuss and decide Medical Advisor Agreement MAA-2024 between Linn County Community Services and Linn County Board of Health for Medical Advisory Services for the Options of Linn County Nurse position, effective July 1, 2023 through June 30, 2024.

Discuss and decide on a Vacancy Form requesting a Public Health Nurse for Options.

**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.

**Correspondence**

**Appointments**

**Closed Session**
The Board will enter into a closed session to discuss pending litigation, pursuant to Code of Iowa 21.5(1)(c).

**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@linncountyiowa.gov.
I. PURPOSE & OBJECTIVES

The purpose of this policy is to comply with the Federal Family and Medical Leave Act and state the County requirements under the Act. It is the policy of Linn County to grant job-protected family and medical leave to eligible employees according to the Federal Family and Medical Leave Act Policy of 1993 and the National Defense Authorization Act of 2008 for up to twelve (12) weeks (480 hours for full-time employees) per twelve (12) month period for any one or more of the following reasons:

A. The birth of a child and in order to care for such child or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken within the 12-month period following the child’s birth or placement with the employee); or

B. In order to care for an immediate family member (spouse, child, or parent) of the employee if such immediate family member has a serious health condition; or

C. The employee’s own serious health condition that makes the employee unable to perform the essential functions of his/her position. An employee may be on a workers’ compensation absence due to an on-the-job injury or illness that also qualifies as a serious health condition under FMLA.

D. For qualifying exigencies arising out of the fact that the employee’s spouse, son, daughter, or parent is on active duty or called to active duty status as a member of all military service branches including the National Guard or Reserves in support of a contingency operation.

The County must also grant an eligible employee who is a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including a member of the
National Guard or Reserves, with a serious injury or illness up to a total of twenty-six (26) weeks of unpaid leave during a single 12-month period to care for the service member.

Spouses who are both employed by the County are limited in the amount of family medical leave they may take for the birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition to a combined total of twelve (12) weeks (or twenty-six (26) weeks if leave is to care for a covered service member with a serious injury or illness).

II. SCOPE

This policy is applicable to all regularly scheduled full-time and part-time Linn County employees responsible to the Board of Supervisors; employees responsible to an Elected Official, including the Elected Official and their deputies; and the Conservation Department who have been employed at least twelve (12) months (even if not consecutive) and worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) months immediately preceding the request for leave.

III. EXCEPTIONS

None

IV. DEFINITIONS

None

V. PROVISIONS

Definitions:

- “12-Month Period” - means the County fiscal year beginning July 1st and ending June 30th.

- “Spouse” - does not include an unmarried domestic partner. If both spouses work for Linn County their total leave in any twelve (12) month period may be limited to an aggregate of twelve (12) weeks four hundred eighty (480) hours if the leave is taken for either the birth or placement for adoption or foster care of a child or to care for a sick parent.

- “Child” - means a child either under eighteen (18) years of age, or eighteen (18) years of age or older who is incapable of self-care because of a mental or physical disability. An employee’s “child” is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or stepchild.

- “Serious Health Condition” - means an illness, injury, impairment, or a physical or mental condition that involves either:
1. Inpatient care (i.e., an overnight stay) in a hospital, including any period of incapacity (i.e., inability to work) or subsequent treatment in connection with such inpatient care; or

2. Continuing treatment by a health care provider, which includes:
   a) A period of incapacity lasting more than three (3) consecutive, full calendar days AND subsequent treatment or period of incapacity relating to the same condition, that also includes:
      • treatment two (2) or more times by or under the supervision of a health care provider (i.e., in-person visits, the first within seven (7) days and both within thirty (30) days of the first day of incapacity); OR
      • one (1) treatment by a health care provider (i.e., an in-person visit within seven (7) days of the first day of incapacity) with a continuing regimen of treatment (e.g., prescription medication, physical therapy); OR
   b) Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; OR
   c) Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; OR
   d) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; OR
   e) Any absence to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three (3) calendar days if left untreated.

**Intermittent or Reduced Leave**

A. An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of a serious health condition of the employee when “medically necessary.”

1. “Medically necessary” means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.
2. An employee undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruption to County operations.

3. The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave based on scheduled medical treatment.

B. Employees using intermittent FMLA leave will follow Linn County’s Intermittent FMLA Reporting Guidelines. These can be found in the Employee Resources Guide-Benefits.

C. An employee may take leave intermittently or on a reduced leave schedule for birth or placement for adoption or foster care of a child only with the department’s consent.

D. For part-time employees and those who work variable hours, the family and medical leave entitlement is calculated on a pro rata basis. A weekly average of the hours worked over the twelve (12) weeks prior to the beginning of the leave should be used for calculating the employee’s normal workweek.

Substitution of Paid Leave (Short or Long Term Leave), Sick Leave, Vacation Time, Personal Days and Compensatory Time

A. An employee (the mother of the child) may substitute short or long term leave or sick leave for the birth of a child up to a maximum of eight (8) weeks. All other employees are required to substitute short or long term leave or sick leave for the employee’s own serious health condition. FMLA runs concurrently with use of paid sick leave as well as Workers’ Compensation, (if applicable). If an employee is on Workers’ Compensation leave, they are not required to supplement their income with accrued sick leave. When the employee has used all accrued short or long term leave or sick leave for the family/medical leave, the employee may request an additional period of unpaid leave to be granted so that the total of paid and unpaid leave provided equals twelve (12) weeks four hundred eighty (480) hours for full-time employees).

Section B does not apply to employees covered by the Paid Leave Policy (Short or Long Term Leave).

B. An employee will be required to substitute sixteen (16) hours of sick leave per week to care for an immediate family member.

Fathers may utilize twenty-four (24) hours of sick leave accumulation in addition to the sixteen (16) hours of sick leave per week (total of forty (40) hours) within two (2) weeks of the birth of the child.

Employees may utilize up to forty (40) hours of sick leave accumulation within two (2) weeks of the adoption of a child.
After the employee has exhausted accrued sick leave for a portion of family/medical leave, the employee may request an additional period of paid or unpaid leave to be granted so that the total of paid and unpaid leave provided equals twelve (12) weeks four hundred eighty (480) hours for full-time employees).

C. Employees covered by the Paid Leave Policy (Short or Long Term Leave) must follow said Policy when utilizing paid leave for an immediate family member according to the FMLA. The use of sick leave does not apply to an employee who is eligible for FMLA leave under the Qualifying Exigency provision as it does not involve caring for a covered service member who has a serious injury or illness.

**Notice Requirement**

A. An employee is required to give a thirty (30) day notice in the event of a foreseeable leave. A *Request for Family/Medical Leave* form (see attached) should be completed by the employee and returned to the Human Resources Department and his/her supervisor. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known, followed by a completed *Request for Family/Medical Leave* form. This applies to all uses of paid and unpaid leave under the FMLA including intermittent or reduced leave.

B. If an employee fails to give a thirty (30) day notice for a foreseeable leave with no reasonable excuse for the delay, the leave may be denied until thirty (30) days after the employee provides notice. Absent unusual circumstances, employees must follow the County’s usual and customary call-in procedures for reporting absences.

E. When an employee requests FMLA leave or the County acquires knowledge that the leave may be for an FMLA purpose, the County will notify the employee of his/her eligibility to take leave and inform the employee of his/her rights and responsibilities under FMLA. When the County has enough information to determine that leave is being taken for an FMLA-qualifying reason, the County will notify the employee that the leave is designated and will be counted as FMLA leave. The County reserves the right to designate leave as FMLA leave if the employee is eligible for FMLA and if the law’s other requirements have been met, even if the employee has not requested FMLA leave or refuses to sign the request form.

F. When an employee seeks leave for an FMLA-qualifying reason for the first time, the employee need not expressly assert FMLA rights or even mention the FMLA. However, when an employee seeks leave due to an FMLA-qualifying reason for which the County has previously provided the employee FMLA-protected leave, the employee must specifically reference either the qualifying reason for the leave or the need for FMLA leave.
G. The County will post an FMLA notice explaining the rights and responsibilities of employees under the FMLA as well as include this notice in the Employee Resource Guide-Benefits.

Medical Certification

A. Along with the initial eligibility notice to the employee requesting FMLA leave, an appropriate medical certification (if applicable) will be sent to the employee. The employee will then have fifteen (15) calendar days to return the medical certification to the Human Resources Department. If the County deems that a medical certification is incomplete or insufficient, the employee will have seven (7) days to obtain the additional information. The County will then designate the leave as FMLA and so notify the employee.

B. Human Resources Department may require a second or third opinion (at the County’s expense), periodic reports on the employee’s status and intent to return to work or periodic re-certifications of a serious health condition. The requirements for periodic status updates and/or re-certifications will be noted on the employee’s FMLA designation notice.

C. The County may use a health care provider, human resources professional or a management official – but not the employee’s direct supervisor – to authenticate or clarify a medical certification of a serious health condition.

D. The County may require a fitness-for-duty report stating the employee is able to perform the essential functions of the job before returning to work. Where reasonable safety concerns exist, the County may also require a fitness-for-duty certification before an employee may return to work after use of intermittent FMLA leave.

E. The County may request a re-certification no more often than every thirty (30) days and only in conjunction with an FMLA absence unless a minimum duration of incapacity has been specified in the certification in which case recertification generally may not be required until the duration originally specified has passed.

F. The County may request re-certification of an ongoing medical condition every six (6) months in conjunction with an absence. In addition, the County may request a new medical certification each leave year for medical conditions which extend into the new leave year.
G. All documentation related to the employee’s or family member’s medical condition will be held in strict confidence and maintained in the employee’s medical records file in the Human Resources Department.

**Effect of Benefits**

A. An employee granted a leave under this policy will continue to be covered under Linn County’s group health insurance benefits plan, life insurance plan and long-term disability plan under the same conditions as coverage would have been provided if they had been continuously employed during the leave period.

B. Employee contributions will be required either through payroll deduction or by direct payment to the Linn County Auditor’s Office. The employee will be advised in writing at the beginning of the leave period as to the amount and method of payment. Employee contribution amounts are subject to any change in rates that occurs while the employee is on leave.

C. If an employee’s contribution is more than thirty (30) days late, Linn County may terminate the employee’s insurance coverage.

D. If the employee fails to return from unpaid family/medical leave for reasons other than (1) the continuation of a serious health condition of the employee or a covered family member or (2) circumstances beyond the employee’s control (certification required within thirty (30) days of failure to return for either reason), Linn County may seek reimbursement from the employee for the portion of the premiums paid by Linn County on behalf of that employee (also known as the employer contribution) during the period of leave.

E. An employee is not entitled to seniority or benefit accrual during periods of unpaid leave but will not lose anything accrued prior to leave.

**Job Protection**

A. If the employee returns to work within twelve (12) weeks four hundred eighty (480) hours for full-time employees) of the commencement of a family/medical leave, he/she will be reinstated to his/her former position or an equivalent position with equivalent pay, benefits, status and authority.

B. The employee’s restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee’s position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.

C. If the employee fails to return within twelve (12) weeks of the commencement of a family/medical leave, the employee may be reinstated to his/her same or similar position, only if available, in accordance with applicable laws. If the employee’s same or similar position is not available, the employee may be terminated.
**Family/Medical Leave Forms to be submitted by the Employee**

- Request for Family/Medical Leave
- Certification of Health Care Provider
  - (Human Resources will mail upon receipt of employee’s request)

**VI. ENFORCEMENT**

The Human Resources (HR) Department administers and enforces this policy. In cases of suspected FMLA abuse, surveillance may be used. HR staff are available to assist employees with any questions or concerns regarding FMLA Leaves of Absence. Please contact the HR Department at 319-892-5120 or email questions to: hr@linncountyiowa.gov.
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LINN COUNTY TREASURER

RECEIVED
2023 JUL 11 PM 1:54
LINN COUNTY AUDITOR
July 13, 2023

RECORDERS QUARTERLY REPORT TO THE BOARD OF SUPERVISORS

I, Carolyn Siebrecht, Recorder/Registrar of Linn County, Iowa hereby certify the following fees collected by the Linn County Recorder's Office from April 1, 2023 through June 30, 2023:

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<td>$ 8,466.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$ 399,013.83</td>
</tr>
</tbody>
</table>

These fees were sent to the Linn County Treasurer's Office on July 13, 2023.

Respectfully submitted,

Carolyn Siebrecht
RESOLUTION ☐

AUTHORIZE CONVEYANCE OF VACATED RIGHT-OF-WAY

WHEREAS, the Board of Supervisors, Linn County, Iowa, is empowered under §331.361, Code of Iowa, to dispose of the interest of Linn County, in real property, and,

WHEREAS, the Board of Supervisors, Linn County, Iowa, has vacated the portions of right-of-way described as:

LEGAL DESCRIPTION

A portion of Section 12, T. 82N., R.06W. of the 5th P.M., Linn County, Iowa described as follows:

Existing Skillman Road right-of-way lying 33' east of the west line of Lot 7, Auditors Plat No. 81, north of U.S. Highway 30 right-of-way and south of the east 75' right-of-way line of Skillman Road.

Said vacated area = 0.38 acres more or less, subject to easements and restrictions on record or use and,

WHEREAS, Kirk D. Weih and Annette M. Weih, husband and wife as joint tenants with full rights of survivorship, and not as tenants in common, owner of real property adjacent to the above described parcel of vacated right-of-way desire to obtain whatever interest Linn County, Iowa may have in the above described parcel of vacated right-of-way.

WHEREAS, the Board of Supervisors, Linn County, Iowa, has pursuant to §331.361, Code of Iowa, conducted a public hearing upon the proposal to convey by quitclaim deed whatever interest Linn County, Iowa, may have in the above described parcel of vacated right-of-way.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, this date met in lawful session that whatever interest Linn County, Iowa, may have in the above described parcel of vacated right-of-way shall be conveyed to Kirk D. Weih and Annette M. Weih, husband and wife as joint tenants with full rights of survivorship, and not as tenants in common, owner of real property adjacent to the above described vacated right-of-way, by quitclaim deed.

BE IT FURTHER RESOLVED that the Chairperson of the Board of Supervisors, Linn County, Iowa, hereby authorize to execute said quitclaim deed conveying whatever interest Linn County, Iowa, may have in the above described parcel of vacated right-of-way to Kirk D. Weih and Annette M. Weih, husband and wife as joint tenants with full rights of survivorship, and not as tenants in common.

Dated at Cedar Rapids, Linn County, Iowa, this _____ day of________, 20____.
BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Chairperson
Supervisor
Supervisor

ATTEST:

___________________________________
Linn County Auditor

STATE OF IOWA
COUNTY OF LINN)

I, ________________________________, 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.

_______________________________________
Notary Public, State of Iowa
RESOLUTION ☐

APPROVE QUITCLAIM DEED

WHEREAS, there is presented to the Board of Supervisors, Linn County, Iowa, for its approval, a quitclaim deed executed and acknowledged by Louis J. Zumbach, Chairperson of the Board of Supervisors, Linn County, Iowa, and Joel D. Miller, County Auditor of Linn County, Iowa, conveying the interests of Linn County, Iowa, to Kirk D. Weih and Annette M. Weih, husband and wife as joint tenants with full rights of survivorship, and not as tenants in common, and

WHEREAS, said deed conveys the following real estate described as follows:

LEGAL DESCRIPTION

A portion of Section 12, T. 82N., R. 06W. of the 5th P.M., Linn County, Iowa described as follows:

Existing Skillman Road right-of-way lying 33' east of the west line of Lot 7, Auditors Plat No. 81, north of U.S. Highway 30 right-of-way and south of the east 75' right-of-way line of Skillman Road.

Said vacated area = 0.38 acres more or less, subject to easements and restrictions of record or use and

WHEREAS, said deed was executed by Louis J. Zumbach, Chairperson of the Board of Supervisors, Linn County, Iowa, and Joel D. Miller, County Auditor of Linn County, Iowa, pursuant to resolution ____________________________ adopted by the Board of Supervisors, Linn County, Iowa, on the ______ day of _________________, 20_.

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 above described quitclaim deed, dated the ____ day of ________________, 20___, conveying whatever interest Linn County, Iowa, may have, to Kirk D. Weih and Annette M. Weih, husband and wife as joint tenants with full rights of survivorship, and not as tenants in common, be and the same is hereby approved.

Resolved this ______ day of ____________________, 20___, at Cedar Rapids, Iowa.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

________________________________________________________________________
Chairperson

________________________________________________________________________
Supervisor

________________________________________________________________________
Linn County Auditor

ATTEST:

________________________________________________________________________
Chairperson

________________________________________________________________________
Supervisor
STATE OF IOWA    )
COUNTY OF LINN)SS

I, _______________________________, 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.

______________________________
Linn County Auditor

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

_______________________________________
Notary Public, State of Iowa
RESOLUTION APPROVING A TEMPORARY USE

WHEREAS, Wendling Quarries Inc., owner; and Streb Ready Mix LLC, petitioner; Case PTU23-0006, has requested the Linn County Board of Supervisors’ permission to operate a portable concrete plant to be used for a county road project on Walker Road, and located at 2896 Coggon Road, Coggon, Iowa.

AND WHEREAS, the Board of Supervisors makes the following Findings of Facts:

1. The portable concrete plant will operate from July 19, 2023 and end by September 1, 2023.
2. A temporary concrete plant is permitted under the provisions of Article V, Section 107-93, §(c)(1) of the Linn County Unified Development Code.
3. The property is located at 2896 Coggon Road, Coggon, Iowa.
4. The property is zoned CNR (Critical Natural Resources) and is 107.27 acres in size.
5. Approximately 7.5 acres will be used for the temporary use.
6. The owner of the subject property is Wendling Quarries Inc.
7. The operator of the portable concrete plant will be Streb Ready Mix LLC.
8. The plant may operate between the hours of 7:00 AM to 6:00 PM, Monday through Saturday.
9. One portable toilet and one hand washing station will be accessible on-site for the duration of the operation of the plant.
10. The applicant estimates an increase to a maximum of 25 vehicle trips per day due to the operation of the portable concrete plant.

AND WHEREAS, the Linn County Technical Review Committee has examined the application and all conditions of approval are listed as part of this Resolution;

AND WHEREAS, the Temporary Use application has been examined by the Linn County Board of Supervisors at a public meeting on July 17, 2023, all interested persons having been heard;

NOW THEREFORE, BE IT RESOLVED, that the Linn County Board of Supervisors approve the application, Case PTU23-0006, subject to the following conditions:
LINN COUNTY PLANNING & DEVELOPMENT (Zoning Division)

1. The Temporary Use may be reviewed at any time during the duration of the permit to ensure that all conditions have been or are being met.

2. All building, electrical, mechanical, plumbing and zoning permits will be obtained as necessary.

3. Adhere to the operating hours indicated in the temporary use application; 7:00 AM to 6:00 PM, Monday through Saturday.

4. The temporary use permit period will begin July 19, 2023 and expire no later than September 1, 2023.

5. Restrooms are required to be available during the hours of operation.

6. The applicant or owner shall obtain and submit proof of a liability insurance policy prior to Board of Supervisors approval.

7. The petitioner shall sign an “Acceptance of Conditions” form which provides assurance that all conditions will be met prior to the Board of Supervisors Resolution of Approval, and specifically agrees to hold Linn County harmless from any and all damages or claims for damages that might arise or accrue by reason of approval of the Temporary Use permit by the Linn County Board of Supervisors. Further, by signing the “Acceptance of Conditions” form, the petitioner shall agree to allow employees of the County reasonable access to the property for inspection and for submission of documents to verify any additional information.

LINN COUNTY PLANNING & DEVELOPMENT (Building Division)

1. An electrical permit is required for new electrical services and/or the installation of non-chord and plug electrical equipment associated with the batch plant.

2. One permanent or portable restroom shall be on-site and serviced for the duration of the operation of this concrete plant.

LINN COUNTY ENGINEERING

1. Placement of 6” thick macadam stone (or other clean crushed product approved by engineer) pad for aggregate stockpiles.

IOWA DEPARTMENT OF TRANSPORTATION

1. No conditions to be met.

LINN COUNTY HEALTH DEPARTMENT

1. Approval from the Air Quality Division for Air Quality Construction Permit.

2. Submit Notice of Relocation to Linn County Public Health at least seven (7) days prior to moving the equipment to the proposed location.

LINN COUNTY SHERIFF’S OFFICE

1. Supply an after-hours call list to the Sheriff’s Office (must have more than 1 contact person).

LINN COUNTY EMERGENCY MANAGEMENT

1. No conditions to be met.

LINN COUNTY E-911 COORDINATOR

1. No conditions to be met.
LINN COUNTY CONSERVATION

1. No conditions to be met.

NATURAL RESOURCE CONSERVATION SERVICE

1. Applicant shall ensure that all stormwater runoff from the plant is contained on site.

WHEREAS, failure to comply with any of the above conditions in a timely manner will void this temporary use permit.

NOW, THEREFORE, BE IT RESOLVED, by the Linn County Board of Supervisors that said temporary use is hereby approved.

Passed and approved this 19th day of July, 2023.

Linn County Board of Supervisors

________________________________
Chair

________________________________
Vice Chair

________________________________
Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

________________________________
Joel Miller, Linn County Auditor

State of Iowa )
    ) SS
County of Linn )
I, Joel Miller, County Auditor of Linn County, Iowa 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 and ___ Absent from voting.

______________________________________________
Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, on this 19th day July, 2023.

______________________________________________
Notary Public State of Iowa
LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # ________________

APPROVING A FINAL PLAT

WHEREAS, a final plat of BRECHT’S FOURTH ADDITION (Case #JF21-0021) to Linn County, Iowa, containing five (5) lots, numbered Lot 1, Outlot A, and Lot A, Lot B, and Lot C has been filed for approval, a subdivision of real estate located in the SW SW of Section 5, Township 85 North, Range 6 West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the Southwest Corner of Section 5, Township 85 North, Range 6 West of the Fifth Principal Meridian; thence NO 0°45'18" W along the west line of the Southwest Quarter of said Section 5, a distance of 1329.65 feet; thence S89°50'13" E along the north line of the South Half of said Southwest Quarter, 1591.31 feet to the northwesterly right of way of the Chicago Central and Pacific Railroad; thence southerly 944.98 feet along said right of way and the arc of a 1935.41 foot radius curve, concave southeasterly, chord bears S61°43'15" W, 935.62 feet; thence S47°59'49" W along said right of way, 260.00 feet; thence S47°43'48" W along said right of way, 755.76 feet to said west line of the Southwest Quarter; thence S0°45'18" E, 133.55 feet to the southerly right of way of said Chicago Central and Pacific Railroad; thence N47°43'48" E along said right of way, 844.05 feet; thence N47°59'49" E along said right of way, 260.00 feet; thence northeasterly 1088.71 feet along said right of way and the arc of a 1835.41 foot radius curve, concave southeasterly, chord bears N64°43'10" E, 1072.82 feet; thence N81°17'02" E along said right of way, 259.34 feet; thence N81°42'24" E along said right of way, 126.71 feet; thence S89°50'13" E along said north line of the South Half of the Southwest Quarter, 469.91 feet to the east line of said Southwest Quarter; thence S0°40'26" E along said east line, 1327.44 feet to the South Quarter Corner of said Section 5; thence N89°53'03" W along the south line of said Southwest Quarter, 1218.38 feet to the Southeast Corner of Park Park First Addition to Linn County, Iowa; thence N0°07'16" E, 509.96 feet to the Northeast Corner of said Addition; thence N89°52'03" W, 320.05 feet to the Northwest Corner of said Addition; thence S0°06'51" W, 510.05 feet to the Southwest Corner of said Addition; thence N89°53'03" W along said south line of the Southwest Quarter, 1115.89 feet to the point of beginning.

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

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

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of AUGUST 18, 2021 as last amended on SEPTEMBER 20, 2021 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT, 892-6400

1. Entrance permit required for new entrances and existing unpermitted entrances, Sec.11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. Lot 1 is allowed one access and a second with justification. Outlot A is allowed one access.
2. Dedication of road rights-of-way, County Standard Specifications, Section 5. Sixty feet of right-of-way on Central City Road and forty feet of right-of-way on Sutton Road adjacent to development shall be dedicated to the County for road purposes.

3. Road agreement with conditions similar to final plat cases. County Standard Specifications, Section 1.

4. Entrance permits and E-911 address signs to be applied for at Linn County Secondary Road Department, 319-892-6400.

IOWA DEPARTMENT OF TRANSPORTATION
1. Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT
1. No conditions to be met.

NATURAL RESOURCES CONSERVATION SERVICE
1. Show approximate location of natural drainage ways and a note restricting building within the natural drainage way should be shown on the final plat. Contact the NRCS office for widths and building restriction requirements.

2. Land disturbance greater than 1 acre in size, not associated with agricultural crop production, will require a NPDES permit granted by the Iowa Department of Natural Resources.

3. Submit erosion and sediment control plan for review and acceptance.

4. Submit site plan showing potential location of home, septic and water well on proposed Lot 1.

5. Clarify plans to address potential wetland area with NRCS.

6. The presence of wet soils indicates a need for subsurface drainage, existing drains need to be shown on site plan or arrangement for new subsurface drainage is needed. Parcel changes that segment existing drainage tile resulting in a shared subsurface drain tile system must have an agreement in place for operation and maintenance of said system.

LINN COUNTY CONSERVATION DEPARTMENT
1. No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT
2. No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT - ZONING DIVISION
1. Various revisions to the site plan and final plat.

2. Prior to approval of the final plat, the owner must sign an “Acceptance of Conditions” form. The “Acceptance of Conditions” form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.

3. This plat lies within the 2-mile jurisdiction of the City of Central City. 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.

4. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.

5. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor’s office prior to approval of the final plat.

6. The final plat bound documents must be approved by the Linn County Board of Supervisors on or before SEPTEMBER 20, 2022 as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f) of the UDC.

   i. One original and 3 complete copies of the final plat bound documents that must include the following: Owner’s certificate and dedication certificate executed in the
Linn County Board of Supervisors
Date: July 19, 2023
Resolution # JF21-0021
Page 3 of 4

form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads

ii. Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located

iii. Surveyor’s certificate
iv. Auditor’s certificate
v. Resolution of the Planning and Zoning Commission
vi. Resolution of the Board of Supervisors
vii. Resolution of approval or waiver of review by applicable municipalities
viii. Treasurer’s certificate

i. Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the UDC.

ii. Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument

iii. Twelve original signed plat drawings
iv. A covenant for a secondary road assessment

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

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded July 19, 2024 to be valid.

Passed and approved this 19th day of July, 2023

Linn County Board of Supervisors

___________________________
Chair

___________________________
Vice Chair

___________________________
Supervisor
Aye:

Nay:

Abstain:

Absent:

Attest:

_________________________________________
Joel Miller, Linn County Auditor

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 ________________________, 2023.

_________________________________________
Notary Public State of Iowa
QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS:

That Linn County, Iowa (Grantor) in consideration of the sum of five hundred fifteen dollars and other valuable consideration does hereby quitclaim unto Kirk D. Weih and Annette M. Weih, husband and wife as joint tenants with full rights of survivorship, and not as tenants in common all of the County's right, title, interest, estate, claim and demand in the following described real estate situated in Linn County, Iowa, to-wit: A portion of Section 12, T. 82N., R.06W. of the 5th P.M., Linn County, Iowa described as follows:

Existing Skillman Road right-of-way lying 33' east of the west line of Lot 7, Auditors Plat No. 81, north of U.S. Highway 30 right-of-way and south of the east 75' right-of-way line of Skillman Road.

Said vacated area = 0.38 acres more or less, subject to easements and restrictions of record or use.

This transfer is an exempt transaction by a governmental subdivision as transferor pursuant to Iowa Code §428A.2(6).


LINN COUNTY, IOWA

BY:

Louis J. Zumbach, Chairperson
Linn County Board of Supervisors

Joel Miller
Linn County Auditor
On July 19, 2023, before me ______________________, a Notary Public in and for the State of Iowa, personally appeared Louis J. Zumbach and Joel Miller, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and the County Auditor, respectively, of the County of Linn, Iowa; that the instrument was signed on behalf of the corporation, by authority of its Board of Supervisors, as contained in resolution number ________________, adopted by the Board of Supervisors on July 19, 2023, and Louis J. Zumbach and Joel Miller acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

______________________________
NOTARY PUBLIC
STATE OF IOWA
LINN COUNTY AMERICAN RESCUE PLAN ACT
GRANT CLOSEOUT AGREEMENT

Between

Linn County, Iowa

And

Together We Achieve

(Organization)

This agreement sets forth the terms for final disposition and conditions associated the closeout of Linn County American Rescue Plan Act Grant to Together We Achieve, and any applicable amendments and waivers. The Subrecipient certifies that to the best of its knowledge:

- All activities as authorized by this grant and any applicable amendments, Notices, alternative requirements, and waivers have been completed as described in the grantee’s final performance report dated 06/23/2023.
- Any fraud, waste, or mismanagement that may have occurred in the administration of this award has been adequately addressed in accordance with the Subaward Agreement.
- All grant-financed costs associated with these activities have been incurred.
- Proper provisions have been made for the payment of all unpaid costs and unsettled third-party claims.
- Linn County is under no obligation to make any payment to the Subrecipient in excess of the amount identified in the subaward agreement.

Further, the Subrecipient hereby acknowledges the remaining obligation(s) under the terms of the subaward agreement and agrees as follows:

- All records and documents pertaining to this grant will be maintained for a period of five (5) years after execution of this close-out agreement or the period
required by other applicable laws and regulations related to the American Rescue Plan Act.

- Any real property within the Subrecipient’s control which is acquired or improved in whole or part using American Rescue Plan Act funds is governed by the principles described in 2 C.F.R. §200.311 Real Property.

Linn County maintains the right to conduct future monitoring of this grant, either on site or by review of information or copies of documents requested from the Federal awarding agency. The Subrecipient acknowledges that a finding of non-compliance resulting from such a review and failure to take appropriate corrective action satisfactory to Linn County may result in one or more of the following actions:

- Disallowance (that is, denial of use of funds) of all or part of the cost of the activity or action not in compliance.
- Subrecipient may be required to repay Linn County any disallowed costs based on the results or findings.
- Linn County may take action to recommend suspension or debarment proceeding to the Federal awarding agency.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

________________________
Board Chair

________________________
Authorized Representative

Date

SUBRECIPIENT:
Together We Achieve

Date

7-11-23

Date
LINN COUNTY AMERICAN RESCUE PLAN ACT
GRANT CLOSEOUT AGREEMENT

Between

Linn County, Iowa

And

Together We Achieve

(Organization)

This agreement sets forth the terms for final disposition and conditions associated the closeout of Linn County American Rescue Plan Act Grant to Together We Achieve, and any applicable amendments and waivers. The Subrecipient certifies that to the best of its knowledge:

- All activities as authorized by this grant and any applicable amendments, Notices, alternative requirements, and waivers have been completed as described in the grantee’s final performance report dated 06/23/2023.
- Any fraud, waste, or mismanagement that may have occurred in the administration of this award has been adequately addressed in accordance with the Subaward Agreement.
- All grant-financed costs associated with these activities have been incurred.
- Proper provisions have been made for the payment of all unpaid costs and unsettled third-party claims.
- Linn County is under no obligation to make any payment to the Subrecipient in excess of the amount identified in the subaward agreement.

Further, the Subrecipient hereby acknowledges the remaining obligation(s) under the terms of the subaward agreement and agrees as follows:

- All records and documents pertaining to this grant will be maintained for a period of five (5) years after execution of this close-out agreement or the period
required by other applicable laws and regulations related to the American Rescue Plan Act.

- Any real property within the Subrecipient's control which is acquired or improved in whole or part using American Rescue Plan Act funds is governed by the principles described in 2 C.F.R. §200.311 Real Property.

Linn County maintains the right to conduct future monitoring of this grant, either on site or by review of information or copies of documents requested from the Federal awarding agency. The Subrecipient acknowledges that a finding of non-compliance resulting from such a review and failure to take appropriate corrective action satisfactory to Linn County may result in one or more of the following actions:

- Disallowance (that is, denial of use of funds) of all or part of the cost of the activity or action not in compliance.
- Subrecipient may be required to repay Linn County any disallowed costs based on the results or findings.
- Linn County may take action to recommend suspension or debarment proceeding to the Federal awarding agency.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

______________________________
Board Chair

______________________________
Authorized Representative

7-11-23
Date
LINN COUNTY JUVENILE DETENTION
MEDICAL DIRECTOR SERVICE AGREEMENT

This Agreement entered into this ______ day of ______, 2023, between Linn County, Iowa, (hereinafter referred to as "County") and Robert Braksiek, M.D., a doctor of medicine and surgery licensed in the State of Iowa and duly appointed Medical Director of the Linn County Juvenile Detention Center, Linn County, Iowa, (hereinafter referred to as "Medical Director").

WITNESSETH, IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth, County and Medical Director agree as follows:

I. MEDICAL DIRECTOR SHALL:

1. Serve as the Medical Director for medical nursing staff and provide continuing medical education to nursing staff relative to pertinent health care topics affecting the inmate population.

2. Determine the needs and exercise the final medical judgment regarding health care delivery to inmates at the Linn County Juvenile Detention Center.

3. Review treatment recommendations of other health care providers regarding inmates, and approve all prescription and non-prescription medications entering the Linn County Juvenile Detention Center.

4. Annually review and validate medical protocols, policies and procedures of the Linn County Juvenile Detention Center.

5. Review and suggest modifications to such protocols, policies and procedures as necessary to maintain the appropriate level of medical care for inmates.

6. Provide telephone/text/email consultation as necessary between 9am and 5pm daily.

7. Provide 1 onsite visits per month.

8. Maintain the appropriate licensing required to practice medicine in the State of Iowa.
9. Maintain own medical malpractice insurance and indemnify and hold harmless Linn County and Linn County Juvenile Detention Center against any medical liability and medical malpractice claims.

10. The Medical Director shall indemnify and hold Linn County Juvenile Detention and Linn County, Iowa harmless from and against any and all losses, liabilities, and damages incurred by the medical Director during the performance of their contractual duties.

11. Medical Director duties include providing court appearances, depositions, and reasonable preparation time to defend legal actions involving Medical Director, Linn County, and Linn County Juvenile Detention Center and staff in litigation involving health care delivery, medical judgment, and shall include but not be limited to cases arising under Title 42 United States Code Section 1983.

II. LINN COUNTY SHALL:

1. Compensate Medical Director annually at the rate of $29,545.00, paid in monthly installments of $2,462.08. The above compensation is provided in exchange for the time, expertise and medical services provided by the Medical Director at the Linn County Juvenile Detention Center.

2. Compensate Medical Director at the rate of $250 per hour for visits in excess of 1 visit/month.

3. Pursuant to Section 670.8, Code of Iowa, the County shall defend, save harmless and indemnify the Medical Director against any tort claim or demand related to acts or omissions within the scope of his/her duties, whether groundless or otherwise. County will not indemnify Director against any willful or wanton act or omission. Further, County will not save harmless or indemnify Director for punitive damages. In the event the Medical Director refuses or fails to cooperate in the defense against the claim or demand, the County shall have a right of indemnification against the Medical Director.

III. ADMINISTRATION:

1. This agreement recognizes that Medical Director is an independent contractor and is not an employee of Linn County, Iowa, or the Linn County Juvenile Detention Center for any purpose. Nothing in this contract constitutes an employment relationship between the Medical Director and the Linn County Juvenile Detention Center or Linn County,
Iowa. The Medical Director is not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Linn County, Iowa. Nothing in this contract prevents the Medical Director from working with other entities during the length of this agreement.

2. The Medical Director shall not exercise direct supervision over Linn County Juvenile Detention Health Care staff or officials.

3. The existence and subject matter of all policies and procedures for delivery of health care at the Linn County Juvenile Detention Center as well as the supervision and compliance with said policies and procedures shall be the responsibility of the Linn County Juvenile Detention Center.

4. No portion of this Agreement shall be assigned without the prior written consent of the other party, and any attempt to make any such assignment without such consent shall be null and void.

5. The Medical Director and Linn County Juvenile Detention Center acknowledge and agree that both parties are prohibited from denying services within this contract based on race, creed, color, national origin, religion, age, sex, marital status, sexual orientation, gender identity, disability, or handicap status.

IV. TERM OF THIS AGREEMENT:

1. This agreement shall commence on _____July 1\textsuperscript{st}, 2023, and shall be in effect until _______June 30\textsuperscript{th}_______, 2024.

2. The parties may terminate this agreement without penalty upon service of written notice at least ninety (90) days before the effective date of said termination.

IN WITNESS WHEREOF, the parties hereto have set their hands for the purposes herein expressed to this instrument, as of the _____ day of __________, 2023.

Robert Braksiek, M.D. 
Medical Director 

Chairperson 
Linn County Board of Supervisors
Linn County Secondary Road Department
Detailed Payment
57-C057-153

Description: FM-C057(153)--55-57, Acct ID- 38624, Letting Date- April 19, 2022

Payment Number: 9
Pay Period: 05/01/2023 to 06/01/2023
Prime Contractor: BOOMERANG CORP.
Payment Status: Approved
Awarded Project Amount: $1,959,886.00
Authorized Amount: $2,473,938.38
Remarks: Final Voucher

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Detailed Payment:
57-C057-153

07/17/2023
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57-C057-153

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Detailed Payment:
57-C057-153

07/17/2023
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FYI, see below.

Hi Garret,

I am not available to conduct this survey.

Best,

Kevin

Sent from my iPhone
Linn County needs an endangered mussel survey completed prior to a bridge replacement project. A project location map and the quote form are attached to this email. Quotes are due by July 12th and the final report would be due by August 18th.

Please contact me with any questions you have. Thank you!
Nichole

Thank you for the invitation to provide a quote for a mussel survey. We reviewed our internal resources and concluded that we do not have capacity to take on this project. We would be interested in future solicitations.

If you need additional bids or a referral for other contractors, we’d be happy to assist.

Best wishes!

Cody Fleece
Principal, Aquatic Ecologist
Direct: 513 842-8238
Mobile: 513 262-3994
Fax: 513 842-8250
Cody.Fleece@stantec.com

Stantec
MUSSEL SURVEY PROPOSAL / PLAN
FOR A
RIDGE REPLACEMENT
AT
MATSELL PARK RIDGE #797
OVER WAPSI PINICON RIVER
LINN COUNTY, IOWA

Project #FM-C057 (R77)-24
FHWA #222050
Helms & Associates, LLC #2317

Garret Reddish, P.E.
Assistant Engineer II
Linn County Secondary Road Department
1888 County Home Road
Marion, IA 52302
p: 319-892-6407
d: 319-892-6419
garret.reddish@linncountyioa.gov

This proposal/plan is for qualitative/quantitative presence/absence mussel survey at the Matsell Park Road Bridge #797 over the Wapsipinicon River in Linn County, Iowa (Section 36, Township 85N, Range 05W) (N 42.130637°, W -91.383091°) (Figure 1). Linn County is planning to replace the existing bridge built in 1939 with a concrete beam bridge. The construction schedule is planned to start in July 2023 and continue through August 2024.

The proposed mussel survey area will extend upstream (150 ft) and downstream (150 ft) from the center point of the bridge for a total distance of approximately 300 feet. This 300-foot span will cover the anticipated construction zone plus a buffer zone around the footprint (Figure 2). The width of the river at the bridge is approximately 165 ft. Under the bridge on the right bank is a pool that appears to be used from scouring during high water (Figure 3). This pool will be included in the survey. Total search area will be approximately 50,000 ft² (4,645 m²) including the pool.

Figure 1: Vicinity map.
Of particular significance at this site is the potential presence of federal and/or state (Iowa) threatened or endangered (T&E) mussel species. The federally-endangered/state-endangered Higgins eye (Lampsilis higginsii) has been reintroduced into the Wapsipinicon River. Several other state-listed T&E mussel species are known to occur in Linn County, Iowa1. These include three state-endangered species (pistolgrip (Tritogonia verrucosa), slippershell mussel (Alasmidonta viridis), and yellow sandshell (Lampsilis teres)) and four state-threatened species (creek heelsplitter (Lasmigona compressa), creeper (Strophitus undulatus), cylindrical papershell (Anodontoides ferussacianus), and ellipse

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(Venustaconcha ellipsiformis)). Therefore, it is possible that listed mussel species may be present within the project area.

This work will be conducted under contract with Linn County Secondary Road Department, Marion, Iowa.

**MUSSEL SURVEY PROTOCOL**

Sampling protocol will be quantitative and qualitative, following that of Miller and Payne (1994). Helms Associates, LLC has used this methodology in numerous other mussel surveys including surveys in the Mississippi River and other medium to large river/stream locations in the Midwest including several studies in the Wapsipinicon River. Sampling efforts will be consistent with US Fish and Wildlife Service (USFWS) and Iowa Department of Natural Resources (IA DNR) quantitative and qualitative survey requirements. Sampling may be modified to conform to the IA DNR’s latest stream sampling protocol and include raking, snorkeling, or SCUBA.

Mussel sampling will be conducted at each of the planned 12 locations throughout the 50,000 ft² mussel survey area (Figure 4). Each location will be hand searched by our divers. All locations will be sampled with quantitative substrate sampling and qualitative timed searches. The pool under the bridge along the right bank will be searched with a qualitative time search.

Quantitative substrate sampling will consist of collecting four quarter-meter samples at each of the 12 locations. Thus, approximately 48 quarter-meter samples (12 locations X 4 samples per location = 48 samples) or 12 m² will be examined. In addition to substrate samples, a qualitative five-minute hand search will be conducted at each location plus a 15-minute search in the pool under the bridge along the right bank. Total search time will be 1 hour and 15 minutes.

Each quantitative sample will consist of a quarter-meter whole substrate collection. The substrate will be removed to a depth of 10.2 to 15.2 cm (4 to 6 inches) and brought to the surface where the sample will be sieved through a series of screens, the smallest mesh of which is 6.35 mm (1/4 inch). Material retained on each screen will be examined for live mussels.

Qualitative samples consist of the diver or crew member spending an allotted time searching for mussels. They are instructed to collect as many mussels as possible during the allotted time.

All mussels encountered will be identified, enumerated, and measured. All threatened or endangered individuals and representative specimens of other species will be photographed. Nomenclature follows Freshwater Mollusk Conservation Society (FMCS) (2021). Captured mussels will be kept in shaded ambient water during sample processing. Ancillary data will include substrate type, depth, stream velocity, temperature, and water clarity. Each location sampled will be identified by GPS coordinates.

Common and state listed mussels captured during the survey will be moved outside of the construction footprint and placed upstream approximately 300 feet above the bridge along the left bank. Any federally listed species collected will be returned to substrate near the point of capture.
Mussels will be handled in a manner acceptable to the IA DNR and will include the following guidelines recommended by the USFWS for handling endangered species.

1. Work will not be conducted when air temperatures are at or below 32 degrees Fahrenheit, nor when water temperatures are at or below 40 degrees Fahrenheit.
2. Returned specimens of all threatened or endangered species will be hand placed into the substrate in a natural position (posterior end protruding above the bottom and pointing upstream) when water temperatures is between 40- and 50-degrees Fahrenheit.
3. Specimens will be held in mesh bags suspended in the water or held in containers of water that is changed every hour (every half hour when air temperatures are at or above 87-degrees Fahrenheit) and replaced with water freshly taken from where the mussels were collected.
4. Specimens will be returned unharmed within three hours following collection to a location near the initial capture site.
5. Live specimens that cannot be identified at the survey site will be photographed for identification purposes and returned to the substrate.
6. All live specimens of state and federal T & E species will be etched with a unique number, photographed, measured (length and height) and, if possible, sexed, and aged. No intrusive activities are permitted.

This plan is anticipated to require one day of field effort.
REPORT

A job completion report will include methodology, a description of all tasks completed, problems encountered, and pertinent observations. The data presentation will include a listing of all species encountered, relative abundance, and densities as well as physical parameters (depth, substrate, flow, and temperature). Locations of more densely populated areas will be outlined on a map of the area and locations where threatened or endangered mussels are collected will be noted. A cumulative number verses species curve will be developed to show probability of having collected all species present in the area. Color photos will be incorporated into the report to depict a typical view of the site and representative specimens collected. Copies of all original field data sheets will be presented as an appendix in the final report.

The client will be presented with a draft of the report for review and approval. The final reports will be presented as an electronic copy (PDF). In accordance with our collecting permit requirements, additional copies of the approved final reports will be distributed to the US Fish and Wildlife Service, Office of Endangered Species in Ft. Snelling, the US Fish and Wildlife Service, Moline Field Office, and the Iowa Department of Natural Resources.

SCHEDULE

It is anticipated that mussel survey sampling will take approximately one field day. Sampling must occur when water temperatures are above 40 degrees (preferably above 50 degrees) and river flows permit sampling. In order to satisfy temperature requirements, the survey should be completed between April 1 and November 1. A precise 2023 schedule will be coordinated with the client. To accommodate the planned construction schedule, we will initiate the survey as soon as we receive authorization to proceed provided temperature requirements are met and river flow conditions permit.

A draft report will be available for review via e-mail attachment within two weeks after completion of field collections, and a final report should be available for distribution within three to five days following receipt of client comments. The final report will be submitted by August 18, 2023 per the request of the client.

PERSONNEL

Helms & Associates, LLC will provide a qualified team to conduct the field survey. Scott Helms and Sara Hankemeier will be on-site malacologists. Divers and field technicians will assist in processing the mussels, data recording and report preparation.
**Malacologist -** Scott Helms is a qualified and experienced malacologist. He will serve as field supervisor and primary on-site malacologist. He will be present at all times during field survey activities in order to properly direct and control the handling of mussels.

**Malacologist -** Sara Hankemeier has been working with Helms & Associates, LLC for over 10 years. She graduated from Iowa State University with a Bachelor of Science Degree in Animal Ecology with emphasis in Fisheries and Aquatic Sciences. Sara is an aquatic research biologist and malacologist on the team. She has authored multiple biological assessments.

**Dive team -** The dive team will be provided by Marineland Dive Centers, Onalaska, Wisconsin and will work under the direction of Scott Helms, Helms & Associates, LLC.
Support personnel - Properly trained and experienced support personnel will be present to conduct all other necessary activities under the direct supervision of the primary on-site malacologist. Helms & Associates, LLC has a reserve pool of several individuals from which a team of field technicians will be selected. They will assist in the various supporting aspects of the project. All have extensive experience working together on previous mussel studies.

We have been in business over 25 years and have established a solid reputation and professional relationships with numerous clients and the involved agencies.

PERMITS

Helms & Associates, LLC currently holds a valid Iowa Scientific Collector’s Permit (Permit #SC57) and a Federal Endangered Species Permit (Permit #ES92978B-1). Activities pertaining to both state and federally listed species will be performed in accordance to these permits.

INSURANCE

Helms & Associates, LLC currently carries General Liability with $1,000,000 each occurrence and $2,000,000 aggregate, which includes coverage for hired and non-owned vehicles; Workman’s Compensation with $1,000,000 limits and $4,000,000 umbrella with Westfield. We also have Professional Liability with $1,000,000 each occurrence and $2,000,000 aggregate with Capitol Specialty Insurance Company. Certificates of Insurance are available upon request.

COST

Our price for a full mussel survey at this site is $10,323. It is based on a projected effort of one field day in 2023. Price will be increased by 4% per year for each year thereafter if the work is not completed in 2023. This price includes all personnel and equipment necessary to conduct the required mussel survey and to prepare and deliver a report in accordance with this proposal. Any subsequent work, e.g., mussel relocation, not provided for in this proposal will be conducted under a separate contract. An invoice will be submitted upon client acceptance of our final report.
Request for Quote – Mussel Survey

Quotes are to be submitted to the Linn County Engineer’s Office, 1888 County Home Road, Marion, Iowa, by fax to (319)892-6419 or e-mail to nichole.brown@linncountyiowa.gov.

Contact Garret Reddish at 319-892-6400 with any questions.

Quotes are accepted until 3:30 p.m. on Wednesday, July 12, 2023.

If you do not wish to provide a quote, please return the quote form with "No Bid" written across the page.

Linn County reserves the right to withdraw or amend this Quote at any time when, in the sole discretion of Linn County, such action is considered to be in the best interests of Linn County. Linn County further reserves the right to waive irregularities and informalities in a Quote received or in the Quote process, to accept other than the lowest cost Quote(s) and to reject any or all Quotes.

Information contained in the Quote may be disclosed in accordance with Linn County’s policy on disclosure of information. By submitting its Quote to Linn County, Vendor agrees to accept Linn County’s determination of confidentiality and acknowledges that material for which confidential treatment is not granted may be disclosed after the award has been announced.

Linn County reserves the right to award items listed as individual awards, lump sum awards, or any combination as deemed in the best interests of Linn County.
# Request for Quote – Mussel Survey

Linn County is seeking quotes for qualified applicants to conduct a mussel survey on the following bridge:

- Bridge 797 on Matsell Park Road over the Wapsipinicon River

The unit price shall be considered full compensation for all work associated with providing a report to determine if the state and federally endangered Higgin's Eye Peraly Mussel (Lampsilis higginsii) is found in the Wapsipinicon River in the vicinity of Bridge 797 on Matsell Park Road.

The final reports shall be submitted to the Linn County Engineer's Office by Friday, August 18, 2023.

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7/18/2023
Date

Lisa M Dague
Contact Name

563-599-1969
Telephone

Helms & Associates, LLC@gmail.com
E-Mail

Lisa M Dague
Signature

Helms & Associates, LLC
Company Name

814 N 7th Street
Address

Bellevue, IA 52031
City, State and Zip
PROPOSAL AND ESTIMATE

Mussel Survey of Wapsipinicon River for the Linn County Engineer’s Office, Matsell Road Bridge Replacement in Linn County, IA

Daguna Consulting, LLC
617 20th Street NE
Rochester, MN 55906

Linn County Engineer’s Office
1888 County Home Rd,
Marion, IA 52302

July 11th, 2023
**SCOPE OF WORK**

Replacement of the Matsell Park Road Bridge #797 in Linn County, IA will impact instream habitat of Wapsipicon River. The Wapsipicon River system is inhabited by federally endangered Higgin’s Eye Peramussel (*Lampsilis higginsii*) as well as several state-listed species including but not limited to Cylindrical Papershell (*Anodontoides ferussacianus*) and Creek Heelsplitter (*Lasmigona compressa*). Thus, it is possible this reach supports state and federally protected species. In anticipation of Iowa Department of Natural Resources (DNR) requests for mussel reconnaissance surveys and possibly relocations, Linn County has requested a survey of the affected reach.

We, Daguna Consulting, LLC, propose a reconnaissance survey of an approximately 500 m reach of Wapsipicon River, extending from approximately 400 m downstream of the project footprint to 100 m upstream. All efforts will be coordinated with the DNR. Survey results will be used by the DNR to determine the need for mussel relocations, avoidance, or other mitigation measures. We will request permission from the DNR to move any mussels detected during the survey, but this will not be considered a relocation project.

**Survey Procedure** – The mussel assemblage in the identified reach will be surveyed by biologists to qualitatively assess species composition, abundance, and the possible presence of protected species. Snorkeling will be the preferred sampling method. In shallower waters, water scoping will be used as the sampling method; however, in extremely shallow waters (less than approximately 15 cm), unaided visual inspection will be permitted. In deeper waters, SCUBA diving will be used. All stream reaches will be surveyed unless the habitat is deemed “unsuitable” for mussels based on the site visit. The “unsuitability” of any stream reach(es) as habitat for mussels will be fully documented in the report. The banks of the reach and exposed shoals will be surveyed for mussel shells and animal middens to obtain a complete list of species at the site. Surveys will be conducted at stream water level and clarity are suitable to locate shells and live individuals with ease. Sufficient effort will be expended to visually inspect all suitable habitat so that biologists can state with reasonable confidence that endangered and/or threatened species do or do not occur in the river reach sampled. Geographical Information System (GIS) programs will be used to georeference the boundaries of the survey, location of protected species, and location of other pertinent features. We will photograph representatives of all species observed. We will photograph pertinent habitat features.

We assume a survey will cover at least 1,500 m² of riverbed. Given an 0.2 probability of detecting an individual mussel when present and using equations from Smith (2006), we should achieve a 0.95 probability to detect a population persisting at 0.01 individuals per m².

If federally listed mussels are observed, we will immediately contact the U.S. Fish and Wildlife Service. The location of federally protected species will be documented and accurately georeferenced using hand-held GPS devices and GIS software.
We will maintain correspondence with the Iowa DNR prior to and following the survey to ensure our efforts are in accordance with DNR requirements.

**SCHEDUL**

For the purposes of planning, we anticipate completing surveys **before August 16th, 2023**. However, we reserve the right to postpone survey efforts if weather or flow is unsuitable for detection of mussels or unsafe for surveyors. We will not conduct surveys or relocations when water temperatures drop below 40°F and air below 32°F. With signed acceptance of this proposal and permission to proceed, we will schedule and coordinate work as soon as possible. This is considered a “rush” project due the limited timeframe and need to have a survey plan quickly approved by the USFWS and DNR. Notification will need to be submitted to agencies as soon as a proposal is approved.

**DELIVERABLES**

A final report detailing each survey/relocation effort will be prepared summarizing results and identifying the location of the relocation destination site on a detailed map. The reports will include the number of mussels detected/relocated, their condition, age and sex. Representatives of each species detected will be photographed. Reports will include person-hours of effort, description and photo documentation of habitat, and other topics pertinent to the survey or requested by the DNR. Draft reports will be submitted to the DNR and USFWS via email, with a final report completed by August 18, 2023.

**QUALIFICATIONS**

All work will be conducted under Iowa DNR Scientific Collectors Permit #SC1321 and Wildlife Salvage Permit #SC1321. Work will also be covered by the United States Fish and Wildlife Service Recovery Permit TE59798B-2 which covers the entire state of Iowa. Brett Ostby, Senior Biologist and co-owner of Daguna, LLC earned a Masters’ Degree in Fisheries and Wildlife Sciences from Virginia Tech (Blacksburg, VA) in 2005. He has over 20 years of experience conducting freshwater mollusk surveys for various governmental and non-governmental agencies, and for private clients across the United States. He has an approved surveyor in the State of Iowa. A detailed resume and project list can be provided on request or viewed at www.daguna.com/staff/

**FEE AND BASIS OF PAYMENT**

Mobilization, 2 full days of survey, and a report will be $13,000.00

This estimate was made using the following assumptions:

1) The work site is readily accessible for surveyors and their gear
2) Access to private property, if necessary, will be provided by the client
3) Surveys can be completed in a single mobilization from Rochester, MN
3) No more than 3 biologist and a technician are needed to complete the survey.
5) If necessary a small boat can be launch from a nearby location.

Acceptance of proposal and permission to proceed:

_____________________________________________________
Signature                                           Date

_____________________________________________________
Name (printed) and title
Request for Quote – Mussel Survey

Quotes are to be submitted to the Linn County Engineer’s Office, 1888 County Home Road, Marion, Iowa, by fax to (319)892-6419 or e-mail to nichole.brown@linncountyiowa.gov.

Contact Garret Reddish at 319-892-6400 with any questions.

Quotes are accepted until 3:30 p.m. on Wednesday, July 12, 2023.

If you do not wish to provide a quote, please return the quote form with “No Bid” written across the page.

Linn County reserves the right to withdraw or amend this Quote at any time when, in the sole discretion of Linn County, such action is considered to be in the best interests of Linn County. Linn County further reserves the right to waive irregularities and informalities in a Quote received or in the Quote process, to accept other than the lowest cost Quote(s) and to reject any or all Quotes.

Information contained in the Quote may be disclosed in accordance with Linn County’s policy on disclosure of information. By submitting its Quote to Linn County, Vendor agrees to accept Linn County’s determination of confidentiality and acknowledges that material for which confidential treatment is not granted may be disclosed after the award has been announced.

Linn County reserves the right to award items listed as individual awards, lump sum awards, or any combination as deemed in the best interests of Linn County.
Request for Quote – Mussel Survey

Linn County is seeking quotes for qualified applicants to conduct a mussel survey on the following bridge:

• Bridge 797 on Matsell Park Road over the Wapsipinicon River

The unit price shall be considered full compensation for all work associated with providing a report to determine if the state and federally endangered Higgin's Eye Pearly Mussel (Lampsilis higginsii) is found in the Wapsipinicon River in the vicinity of Bridge 797 on Matsell Park Road.

The final reports shall be submitted to the Linn County Engineer’s Office by Friday, August 18, 2023.

<table>
<thead>
<tr>
<th>Mussel Survey</th>
<th>Qty</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge 797 Matsell Park Road</td>
<td>1</td>
<td>$13,000.00</td>
</tr>
</tbody>
</table>

7/11/2023
Date

Brett Ostby
Contact Name

Daguna Consulting, LLC
Company Name

540-230-1042
Telephone

dagunaconsulting@gmail.com
E-Mail

617 20th Street NE, Rochester, MN
Address

55906
City, State and Zip
VACANCY FORM

SELECT ONE:
☐ NEW POSITION

☐ REPLACEMENT
REPLACES: ________________________

☐ NEW JOB CLASSIFICATION

☐ EXISTING JOB CLASSIFICATION

JOB TITLE: Public Health Nurse (classification only)

DEPARTMENT: LCCS - Options

SHIFT/HOURS: PT 9:30-1:30 T, TH, Friday

NUMBER OF POSITIONS: 1

VACANCY DATE: July 12th, 2023

NEW POSITION FUNDING SOURCE(S):
Contractor is ending current contract for this service.

Reason to add new position (if applicable):
☐ BUDGET OFFER

☐ GRANT FUNDING

☐ OTHER: contractor is ending contract

Have funds currently budgeted in contracted services - is plenty to support this new position

DURATION OF POSTING (must remain open a minimum of 10 days): ________________________

POSITION TYPE:
☐ FULL-TIME ☐ PART-TIME 12 # 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: ________________________

DEPARTMENT HEAD

DATE 7/11/23

By signing above, I acknowledge my understanding of the following about external job postings: Failure to make a good faith effort to begin the interview process within one month of receiving candidates’ applications will result in HR charging the cost of advertising back to the department.

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:
PAY GRADE: ________________________ STARTING SALARY: ________________________

HR DIRECTOR COMMENTS: ________________________

FINANCE/BUDGET DIRECTOR COMMENTS: ________________________

APPROVED BY: ________________________

HUMAN RESOURCES DIRECTOR

DATE 7/11/2023

APPROVED BY: ________________________

FINANCE/BUDGET DIRECTOR

DATE

APPROVED BY: ________________________

CHAIRPERSON/BOARD OF SUPERVISORS

DATE