

BOARD OF SUPERVISORS

District 1 | **Stacey Walker**

District 2 | **Ben Rogers**

District 3 | **Louis J. Zumbach**

JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

PH: 319-892-5000 | FAX: 319-892-5009

LinnCounty.org



**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Monday, January 4, 2021

11 a.m.

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

Call to Order

Pledge of Allegiance

Public Comment: Five Minute Limit per Speaker

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

Consent Agenda

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

Reports

Resolutions

Resolution designating Official County Newspapers as follows: The Gazette Company, The Marion Times, The Linn Newsletter, and The Sun.

Resolution authorizing the County Auditor and County Treasurer to destroy certain records that are more than ten years old.

Resolution authorizing the County Auditor to issue warrants when the Board of Supervisors is not in session for purposes provided for in Section 331.506, Code of Iowa, and that all bills paid under said Section shall be passed upon by the Board of Supervisors at the first meeting following such payments.

Contract and Agreements

Licenses & Permits

Regular Agenda

Appoint Chair and Vice Chair for 2021

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Public hearing and first consideration for rezoning case JR20-0012, request to rezone property located in the 111 Rosedale Rd. NE NE 18-83-6, from AG (Agricultural) district to RR2 (Rural Residential 2 Acre) district, approximately 22.71 acres, Alan & Julia Mroch Joint Rev Trust, owners & Tim Mroch, petitioners.

Discuss and authorize Chair to sign a 2021 Linn County Medical Examiner Service Agreement between Donald J Linder, D.O., Linn County Medical Examiner and Linn County

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.

Board Member Reports

Correspondence

Appointments

Adjournment

To adhere to social distancing requirements, Linn County employees and the public may participate in this meeting as follows:

- 1) Conference call—telephone number 1-800-945-0974, access code 501116
- 2) Email questions or comments prior to or during the meeting to: bd-supervisors@linncounty.org

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncounty.org.

RESOLUTION

BE IT RESOLVED, that the Board of Supervisors, Linn County, Iowa, hereby designate the following named newspapers as the Official County Newspapers pursuant to Chapter 349, Code of Iowa:

The Gazette Company
The Marion Times
The Linn Newsletter
The Sun

The Gazette Company is to receive compensation based on one full designation and the three weekly newspapers will share equally in the remaining two designations.

Dated this _____ day of January, 2021.

LINN COUNTY BOARD OF SUPERVISORS

AYES:

NAYS:

ABSTAIN:

ABSENT:

Chairperson

Supervisor

Supervisor

ATTEST:

JOEL MILLER, Linn County Auditor

Resolution

WHEREAS, Section 331.323(2d), Code of Iowa, provides that the Board of Supervisors is authorized to order a county officer to destroy records in the officer's possession which have been on file for more than ten (10) years and not required to be kept as permanent records.

NOW, THEREFORE, BE IT RESOLVED, that the Chairperson of the Board of Supervisors, Linn County, Iowa, be is hereby authorized to order the County Auditor to destroy all Assessor's books, assessment rolls, tax lists, county vouchers, cancelled warrants on file in the office of the County Auditor for more than ten (10) years and order the County Treasurer to destroy all duplicate tax receipts on file in the office of the County Treasurer for more than ten years.

Dated this _____ day of January, 2021.

LINN COUNTY BOARD OF SUPERVISORS

AYES:
NAYS:
ABSTAIN:
ABSENT:

Chairperson

Supervisor

Supervisor

ATTEST:

JOEL MILLER, Linn County Auditor

Resolution

BE IT RESOLVED by the Board of Supervisors, Linn County, Iowa, that the County Auditor is authorized to issue warrants when said Board is not in session for the following purposes provided for in Section 331.506 (2 & 3) , Code of Iowa, and that all bills paid under said Section shall be passed upon by the Board of Supervisors at the first meeting following such payments.

1. For fixed charges including, but not limited to, freight, express, postage, water, lights, telephone service or contractual services previously approved by the Board of Supervisors, after a bill is filed with the Auditor.
2. For salaries and payrolls if the compensation has been fixed or approved by the Board of Supervisors, under whose direction or supervision the compensation is earned.
3. For rent assistance and insurance settlement payments.
4. For refunds due caused by an overpayment of fees to any Linn County office or department or for return of payment due when payment has been made for a service, license or permit that will no longer be performed or issued.

Dated this _____ day of January, 2021.

LINN COUNTY BOARD OF SUPERVISORS

AYES:

NAYS:

ABSTAIN:

ABSENT:

Chairperson

Supervisor

Supervisor

ATTEST:

JOEL MILLER, Linn County Auditor

Prepared by Cathy Coppess
Linn County Planning & Development
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100
(319) 892-5130
Return to Becky Shoop, Auditor's Office

LINN COUNTY ORDINANCE No. - - 2020

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF LINN COUNTY, IOWA BY REZONING AND CHANGING THE DISTRICT CLASSIFICATION OF CERTAIN PROPERTY LOCATED AT 111 ROSEDALE RD, IOWA FROM THE "AG" AGRICULTURAL DISTRICT TO THE "RR2" RURAL RESIDENTIAL 2 ACRE DISTRICT

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

SECTION 1. ZONING DISTRICT CHANGED. The zoning of property located at 111 ROSEDALE RD, Iowa legally described as:

Commencing at the Northeast Corner of Section 18, Township 83 North, Range 6 West, of the Fifth Principal Meridian, Linn County, Iowa; Thence S89°11'13"E, along the North Line of the Northeast Quarter of said Section 18, a distance of 40.01 feet, to its intersection with the Northerly Projection of the East Line of Lot 1 of Auditor's Plat No. 54, in accordance with the Plat thereof Recorded in Book 1863 at Page 386 of the Records of the Linn County Recorder's Office; Thence S00°14'27"E, along said Northerly Projection, 70.59 feet, to its intersection with the South Line of Acquisition Parcel No. 4, in accordance with the Plat thereof Recorded in Book 2087 at Page 688 of the Records of the Linn County Recorder's Office; Thence S00°14'27"E, along the East Line of said Lot 1, a distance of 432.45 feet; Thence Southeasterly, 498.97 feet, along said East Line on a 758.11 foot radius curve, concave Northeasterly, whose 490.01 foot chord bears S19°05'46"E; Thence S73°51'41"W, along said East Line, 123.07 feet; Thence S00°14'27"E, along said East Line, 156.57 feet, to the Southeast Corner thereof; Thence S89°20'16"E, along the South Line of said Lot 1, a distance of 529.67 feet; Thence N00°16'36"W, along said South Line, 497.12 feet; Thence N89°17'36"W, along said South Line, 728.90 feet, to the Southwest Corner thereof; Thence N00°21'12"W, along the West Line of said Lot 1, a distance of 553.15 feet, to its intersection with the South Line of said Acquisition Parcel No. 4; Thence N79°52'56"E, along said South Line, 172.49 feet; Thence N89°58'03"E, along said South Line, 399.31 feet; Thence S87°09'48"E, along said South Line, 200.59 feet; Thence N89°57'42"E, along said South Line, 450.26 feet, to the Point of Beginning. Said Tract of Land contains 22.71 Acres, and is subject to easements and restrictions of record.

is hereby changed from the "AG" Agricultural District to the "RR2" Rural Residential District.

SECTION 2. ZONING MAP AMENDED. The Planning and Development Director, or his/her designee, is

instructed to modify the Official Zoning Map of Linn County, Iowa to reflect the district classification change described in Section 1.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

SECTION 4. SEVERABILITY. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 6. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Public hearing and first consideration on the 4th day of January, 2021

Second consideration on the 6th day of January, 2021

Third and final passage on the 13th day of January, 2021.

Published in the Gazette on the ____ day of _____, 2021.

LINN COUNTY BOARD OF SUPERVISORS

Chairperson

Supervisor

Supervisor

ATTEST:

Joel D. Miller, Linn County Auditor

STATE OF IOWA)
)SS
COUNTY OF LINN)

I, _____, County Auditor of Linn County, Iowa, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors at a regular meeting of said Board held on _____, 2021 and published as provided by law on _____, 2021.

Linn County Auditor

Subscribed and sworn to me this ____ day of _____, 2021.

Notary Public, State of Iowa

LINN COUNTY MEDICAL EXAMINER SERVICE AGREEMENT

This Agreement entered into this _____ day of _____, 20___, between Linn County, Iowa, (hereinafter referred to as "County") and Donald J. Linder, D.O., a doctor of medicine and surgery licensed in the State of Iowa and duly appointed Medical Examiner of Linn County, Iowa, (hereinafter referred to as "Medical Examiner") whose office is located at 2900 Hunters Ridge Rd., Marion, IA 52302.

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

I. MEDICAL EXAMINER SHALL PERSONALLY OR BY DULY APPOINTED DEPUTY LINN COUNTY MEDICAL EXAMINER(S), LICENSED IN THE STATE OF IOWA AS A DOCTOR OF MEDICINE AND SURGERY, A DOCTOR OF OSTEOPATHIC MEDICINE AND SURGERY OR AS AN OSTEOPATHIC PHYSICIAN, PROVIDE THE FOLLOWING SERVICES:

1. Conduct a preliminary examination of the cause and manner of death, prepare a written report of the findings, promptly submit the full report to the State Medical Examiner on forms prescribed for that purpose and submit a copy of the report to the Linn County Attorney for each person's death occurring in Linn County, Iowa, which affects the public interest as required in subsection 331.802(3), Code of Iowa.

2. Conduct the investigations set forth in paragraph 1 of this section in the manner required by the State Medical Examiner and determine whether the public interest requires an autopsy or other special investigation. In determining the need for an autopsy, Medical Examiner shall consider the request for an autopsy from a public official or private person, and Medical Examiner shall require an autopsy upon the request of the State Medical Examiner or the Linn County Attorney or if the death occurred in the manner specified in subsection 331.802(3)(j), Code of Iowa.

3. Ensure that any person making an autopsy pursuant to the request by Medical Examiner promptly file a complete record of findings in the office of the State Medical Examiner, the Linn County Attorney and, when applicable, the county attorney of the county where the death occurred or the county where any injury contributing to or causing the death was sustained.

4. Ensure that summary of the findings resulting from an autopsy of a child under the age of two (2) years whose death occurred in the manner specified in subsection 331.802(3)(j), Code of Iowa, be transmitted immediately by the person who performed the autopsy to Medical Examiner. Medical Examiner shall forward such report to the parent, guardian, or custodian of the child or ensure that such report is so forwarded by Medical Examiner's designee or the infant's attending physician.

5. Notify the Linn County Attorney in any instance of a sudden, violent, or suspicious death after which the body is buried without an investigation or autopsy. Upon such a body being exhumed pursuant to court order, arrange for an autopsy performed by a Medical Examiner or a pathologist.

6. Upon application and payment of a fee determined by the Board of Supervisors, Linn County, Iowa, Medical Examiner shall provide an examination certificate to the person requesting same and file a copy of the certificate in the Medical Examiner's office.

7. After an investigation has been contemplated, including an autopsy if one is made, arrange for delivery of the body to a relative or friend of the deceased person for burial or other appropriate disposition.

8. Medical Examiner shall be solely responsible for payment of fees, costs, and expenses to Deputy Linn County Medical Examiner(s) and Linn County Medical Examiner Investigator(s), including Lead Linn County Medical Examiner Investigator, for services provided pursuant to this Agreement. Notwithstanding the foregoing, Medical Examiner shall approve and submit claims to County for fees, costs, and expenses of Deputy Linn County Medical Examiner(s), Linn County Medical Examiner Investigator(s), including Lead Linn County Medical Examiner Investigator, for services provided pursuant to this Agreement, and payment for such claim shall be made directly to the Deputy Linn County Medical Examiner(s), Linn County Medical Examiner Investigator(s), including Lead Linn County Medical Examiner Investigator, by County.

9. Engage in outreach activities with the medical and law enforcement communities, and other Linn County groups as Medical Examiner deems appropriate and beneficial to promote the welfare of Linn County residents and further the objective of the Linn County Medical Examiner's Office.

II. COUNTY AGREES TO:

1. Pay to Medical Examiner for provision, pursuant to this Agreement, of the services set forth in Section I herein by Medical Examiner and/or Deputy Linn County Medical Examiner(s) fees at the rate of Four Hundred Thirty-Six Dollars and Eighty-Three Cents (\$436.83) per death investigated with written report of findings set forth in Section I of this Agreement.

2. County shall also pay to Medical Examiner, for additional services rendered in deaths where an autopsy is ordered, fees at the rate of Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$333.33) for each such death. Fees paid pursuant to this section of the Agreement shall not exceed Thirty Thousand Dollars (\$30,000.00) for the term of the Agreement regardless of the number of deaths in which autopsies are ordered. The payments made pursuant to this section are in lieu of payment for clerical services provided by Medical Examiner or actual expenses incurred

by Medical Examiner to obtain clerical services in the performance of this Agreement. No such claims shall be submitted by Medical Examiner or paid by County.

3. Subject to the provisions of Section II(2) of this Agreement, County shall reimburse Medical Examiner for other actual expenses incurred in the provisions, pursuant to this Agreement, of the services set forth in Section I herein.

4. County shall separately pay the fees and costs of any autopsy requested by Medical Examiner pursuant to this Agreement and performed by a person other than Medical Examiner or Deputy Linn County Medical Examiner.

5. Costs for issuance of cremation permits pursuant to Section 331.805(3)(b), Code of Iowa, shall be established by Medical Examiner, not to exceed Seventy-Five Dollars (\$75.00) per permit issued. Such costs shall be borne by the family, next of kin, guardian of the decedent, or other person, as provided in Section 331.805(3)(b), and shall be retained by Medical Examiner.

6. Effective the month of August, 2016, County shall also pay to Medical Examiner, for Lead Medical Examiner Investigator services in deaths for which services are provided pursuant to this Agreement, a fee in the amount of Three Thousand One Hundred Sixty-Seven Dollars and Twenty-Five Cents (\$3,167.25) per month. In addition, the County shall pay the Lead Medical Examiner \$10,000 in a one-time, lump sum payment for the additional work related to the COVID-19 pandemic. This additional sum is payable with the first payment in the calendar year 2021.

III. ADMINISTRATION:

1. Pursuant to Section 670.8, Code of Iowa, the County shall defend, save harmless and indemnify Medical Examiner and/or Deputy Linn County Medical Examiner(s) against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of his duties. However, this agreement to save harmless and indemnify shall not apply to awards for punitive damages. Also, this agreement to save harmless and indemnify shall not apply and County is entitled to restitution by Medical Examiner and/or Deputy Linn County Medical Examiner(s) if, in an action commenced by County against Medical Examiner, it is determined that the conduct of the Medical Examiner and/or Deputy Linn County Medical Examiner(s) upon which the tort claim or demand was based constituted a willful and wanton act or omission. This agreement to defend, save harmless and indemnify shall apply whether or not County is a party to the action and shall include but not be limited to cases arising under Title 42 United States Code Section 1983. In the event Medical Examiner and/or Linn County Deputy Medical Examiner(s) fails to cooperate in the defense against the claim or demand, County shall have a right of indemnification against Medical Examiner.

2. This Agreement recognizes that Medical Examiner, Linn County Deputy Medical Examiner(s), Linn County Medical Examiner Investigator(s), including Lead Linn County Medical Examiner Investigator, are independent contractors and will not be considered employees of Linn County, Iowa, for any purpose.

IV. TERM OF THIS AGREEMENT:

1. This Agreement shall commence on January 1, 2021, and shall be in effect until December 31, 2021.

2. This Agreement shall terminate of its own accord and without further notice should Donald J. Linder, D.O., no longer occupy the position of Linn County Medical Examiner for any reason.

V. EFFECTIVE DATE:

This Agreement shall be effective upon its execution by the parties, retroactive to the commencement of the Agreement term as provided herein.

IN WITNESS WHEREOF, the parties hereto have set their hands for the purposes herein expressed to this instrument, as of the dates below indicated.

LINN COUNTY, IOWA

BY:

**Chairperson, Linn County
Board of Supervisors**

Date

DocuSigned by:
Donald J. Linder, DO, FAAEM
55827C20FFC44F9...

**Donald J. Linder, D.O.
Linn County Medical Examiner**

12/19/2020 | 08:54 PST

Date

MEDEXAM1- 12/14/2020