

The Cedar County Board of Supervisors regular meeting was held by electronic telephone conference with the call originating from the Cedar County Courthouse with no public access in an effort to mitigate the spread of COVID-19 at 8:30 a.m. on May 19, 2020 with the following members present in the board room: Smith, Bell, Gaul, Kaufmann and Chairperson Agne. Members of the public were also present on the call.

The Board viewed correspondence from various agencies.

The Board acknowledged receipt of the following correspondence from:
Risk Management Solutions of Iowa, minutes from the May 7, 2020 meeting.
Email from Brooke Beckmann

Manure Management Annual Updates submitted by:
Fohne Inc, 878 160th Street, Mechanicsville.

It was noted the following Handwritten Disbursement was issued on May 15, 2020 to the Cedar County Treasurer for Benefits, Inc. for an electronic deposit: #423531 for \$944.04-self funded medical claims.

Moved by Sup. Smith seconded by Sup. Kaufmann to approve the agenda with the agenda topic of discussion/action on improvements at the Courthouse due to COVID-19 be discussed after the action on corporation line agreement with the City of Tipton.
Ayes: All

Chairperson Agne addressed the public for comments: Mary Swan reported she has not received any money in her mailbox so it was just another lie. Sup. Kaufmann responded to the chairman by stating, "Mr. Chairman, given all the details and all the things we have to do to here in opening the courthouse back up, I would rank these as pranks and I don't quite frankly find them particularly funny." Chris Doherty called to inquire why the transfer station will not accept recycling and found out only the commercial and contractors with accounts were allowed. He expressed his concern with no call backs from Gary Crock and why we are not open when surrounding counties are open and Scott County is accepting waste. Sup. Kaufmann responded and thanked him for his call. Sup. Kaufmann asked Chris what kind of trash. Chris has construction projects he needs to complete. Sup. Kaufmann explained all the discussion and decisions that have been made are based on recommendation by Public Health on opening. He stated the board will discuss and address this today on reopening and the procedures. Sup. Kaufmann informed Chris that he can call the Transfer Station or him later today to find out the discussion of today's meeting.

Moved by Sup. Bell seconded by Sup. Gaul to approve the Board Minutes of May 12, 2020.
Ayes: All

Moved by Sup. Smith seconded by Sup. Bell to approve Claim Disbursements #423377 - #423530 paid on May 14, 2020.
Ayes: All

Moved by Sup. Bell seconded by Sup. Kaufmann to approve a work request from the Clerk of Court Office to anchor a metal shelf unit to the outside wall.
Ayes: All

Auditor Dauber update the board on the leased FEMA lots regarding the maintenance of the lots. She presented a colored coded map with details on the lessees. She stated the lease for Lot 9 was the only lot the County terminated the lease and has the Conservation Department maintaining. Conservation Director Dauber was on the call and he assumed they were taking care of all the properties so he misunderstood.

The Board reported on Outreach/Committee Meetings they attended.

At 9:00 a.m., the Board held the public hearing on the proposed FY19/20 County Budget Amendment. There were no public comments.

Moved by Sup. Smith seconded by Sup. Bell to approve and adopt the proposed FY19/20 County Budget amendment and appropriation resolution, as presented, and authorize Chairperson Agne to sign documentation.

APPROPRIATIONS RESOLUTION

BE IT RESOLVED this 19th day of May 2020, to change the Appropriation made July 1, 2019 for the following department for Fiscal year 2019-2020.

County Sheriff – From \$3,794,185 to \$3,809,885
(2,402,999 Fund 01000; 715,751 Fund 02000; 691,135 Fund 11000)

County Attorney – From \$391,011 to \$396,011
(293,311 Fund 01000; 97,700 Fund 02000; 5,000 Fund 07000)

Medical Examiner – From \$45,000 to \$55,000
(Fund 01000)

Human Resources – From \$25,500 to \$31,500
(Fund 01000)

Courthouse – From \$219,251 to \$225,109
(184,016 Fund 01000; 41,093 Fund 02000)

Relief – From \$33,925 to \$38,995
(38,925 Fund 01000; 70 Fund 02000)

Secondary Roads – From \$7,993,500 to \$9,499,500
(Fund 20000)

Pioneer Cemetery – From \$20,000 to \$29,500
(Fund 06000)

Solid Waste – From \$745,500 to \$965,706
(Fund 23000)

Non-departmental – From \$3,260,489 to \$3,369,889
(412,107 Fund 01000; 226,235 Fund 02000; 2,681,547 Fund 11000; 50,000 Fund 28000)

Ayes: All

Moved by Sup. Bell seconded by Sup. Gaul to approve the IDOT amendment.

Ayes: All

Engineer Fangmann gave road updates to the Board.

Judy Funk, Consultant to Heartland Insurance Risk Pool met with the Board and presented the projected FY20/21 renewal rates. Discussion and explanation was held. The mod factor for FY20/21 will be .71. Recognition was given to all the department heads. The cyber coverage deductible for the county portion increased to \$10,000 from \$5,000.

Moved by Sup. Bell seconded by Sup. Kaufmann to approve and authorize Chairman Agne to sign the FY20/21 renewal and authorization to bind forms.

Ayes: All

Engineer Fangmann explained the Corporation Line Agreement with the City of Tipton. The agreement is a formal document that explains the current practice being performed by the county and city regarding the shared roads.

CORPORATION LINE AGREEMENT

THIS AGREEMENT made and entered into by and between the City of Tipton, Iowa, herein after called CITY, and Cedar County, Iowa, herein after called COUNTY. The purpose of this AGREEMENT shall be to define the duties and responsibilities of the CITY and the COUNTY on roads and streets located along the corporate line of the CITY with regard to construction and maintenance of those roads of shared jurisdiction. Also, the duties and responsibilities being assumed by one party for roads or streets lying wholly within the jurisdiction of the other, as agreed to herein.

1) The COUNTY and the CITY mutually desire to reach an equitable decision as to the functions to be performed and the financial responsibility of each, as to construction and maintenance of roads and streets having concurrent jurisdiction. Further, where it is more expedient and practical, the parties wish to assign certain functions and responsibilities on certain other roads and streets lying wholly within the jurisdiction of one party to the responsibility of the other party.

2) All snow removal done by Cedar County will be completed in compliance with Cedar County Ordinance No.6, "An Ordinance to Establish the Policy and Level of Service in Respect to Clearance of Snow and Ice and Maintenance of This County's Roads during the Winter Months".

3) Construction projects on shared roads shall be considered on an individual project by project basis and shall be agreed to by separate agreement, and be budgeted and programmed in the same year by both the CITY and COUNTY. That separate agreement shall set forth the split of actual construction costs as agreed between the CITY and the COUNTY prior to construction.

4) Routine maintenance of roads shall include surface maintenance, road bed repairs, maintenance of clear drainage to and through drainage structures (except storm sewers), placement and maintenance of traffic control devices including signs, minor repair of bridges and culverts, spot patching of granular surfaced roadways, minor pavement repair, shoulder and pavement edge rut repair, pavement marking, and other maintenance usually performed on secondary roads. The COUNTY shall be responsible for routine maintenance and will be reimbursed for 50% of the itemized cost of this maintenance to be billed after the work is completed except:

A) The COUNTY shall provide routine surface maintenance (blading) of the granular surfacing on Old Muscatine Road from 230th St. northwest to the pavement. In return, the CITY shall pay for resurfacing rock when requested by the COUNTY for said stretch of road.

B) The COUNTY shall provide routine surface maintenance (blading) of the granular surfacing on Moscow Road (Spruce St.) from the southern point of shared jurisdiction north to the pavement/sealcoat section. In return, the CITY shall pay for resurfacing rock when requested by the COUNTY for said stretch of road.

C) The COUNTY shall provide routine surface maintenance (blading) of the granular surfacing on Red Star Road (Inland Rd.) from the eastern point of shared jurisdiction west to the pavement/sealcoat section. In return, the CITY shall pay for resurfacing rock when requested by the COUNTY for said stretch of road.

D) The COUNTY shall provide routine surface maintenance (blading) of the granular surfacing on Monroe Avenue (Plum St.) from the northern point of shared jurisdiction south to the pavement/sealcoat section. In return, the CITY shall pay for resurfacing rock when requested by the COUNTY for said stretch of road.

E) The COUNTY shall provide routine maintenance on the portion of county highway F36 (Cedar Valley Road) shared by the CITY and COUNTY from the point of shared jurisdiction east of 230th Street northeast to the full corporate limit.

5) Major maintenance shall include pavement patching, shoulder and pavement edge rut repair in which material costs exceed \$1000.00 per mile, bridge and culvert repair in which material costs exceed \$1000.00, new tile line crossings and tile line repairs, and required dust control. The COUNTY shall be responsible for major maintenance decisions and performance and 50% of the cost of the work except as outlined in section 4. The COUNTY shall inform the Administrator of the City of the need for repairs prior to undertaking the work and shall be reimbursed upon proper itemized billing by the CITY for 50% of the entire project costs excluding planning, surveying, engineering, contracting and inspection costs. Applicable costs shall include but not be limited to materials, equipment rental, labor and third party contracts and shall be billed after the work is completed.

6) NOT INCLUDED in this AGREEMENT are loading and hauling of snow, sprinkling or sweeping of streets and gutters, maintenance or repair of any sewers or subsurface utilities, and control or growth of vegetation and trees.

7) All maintenance practices and procedures utilized on roads within the scope of this AGREEMENT shall be in accordance with the established policy of the COUNTY.

8) Both the CITY and the COUNTY shall acquire without reimbursement any right of way necessary for construction or maintenance that lies in their respective jurisdiction. Right of way acquisition shall be made in a timely manner.

9) Approval and installation procedures for new driveways and entrances shall be the responsibility of the respective jurisdiction. Driveways on either CITY or COUNTY sections of right of way shall meet COUNTY standards for sight distance, drainage structure size, construction and driveway slopes.

10) All traffic control devices on roads included within the context of this AGREEMENT shall comply with the current "Manual on Uniform Traffic Control Devices for Streets and Highways" referenced under Administrative Rule 761--Chapter 130. Regulatory signs or devices shall be established by resolution of the COUNTY or the CITY in which the sign or device is located.

11) Nothing within the context of this AGREEMENT shall be construed to transfer any liability from one jurisdiction to the other, except as herein specified.

12) It is agreed that the COUNTY and CITY shall share responsibility for the public right of way including third party liability claims except for reimbursement of construction and major maintenance costs pursuant to this AGREEMENT.

13) This AGREEMENT may be terminated by either party upon written notification on or before July 1st, each year, and upon settlement of all unpaid costs. If such written notice is not received by either party, this AGREEMENT shall continue for the succeeding year.

14) The County Engineer shall be the administrator for this AGREEMENT. In doing so, he will consult with the Board of Supervisors and the City Mayor on matters related to this AGREEMENT. No real or personal property will be acquired by either party under provisions of this AGREEMENT.

15) Nothing in this AGREEMENT shall be construed as to prohibit the Administrator from hiring a third party to perform any work associated with this AGREEMENT.

Moved by Sup. Kaufmann seconded by Sup. Bell to approve the Corporation Line Agreement with the City of Tipton.

Ayes: All

Sup. Agne asked Engineer Fangmann if the county has the same agreement with the City of Wilton. He stated he is working on that agreement and the annexation.

Discussion was held on the courthouse improvements. Auditor Dauber informed the board she inquired purchasing plexiglass shields for the counters from one of the office supply companies and provided estimates for 8' plexiglass due to the supplier does not ship any larger. The board left the board room with the press to actually see the counter windows with the sample plexiglass and discussion was held on safety factors and options of installation inside or on the outside of the counter windows. The board returned to the board room. Due to multiple factors in the decision making the board recommended that two members of the board assist in the project in order to open the courthouse.

Moved by Sup. Smith seconded by Sup. Kaufmann to elect Sup. Bell and Sup. Agne to be the representatives on the plexiglass safety issue and authorize them to order. General consensus of the board was to install permanent fixture unless they could not obtain the materials, then it would be temporary, in order to get the courthouse opened.

Ayes: All

Auditor Dauber informed the board that she will have one polling place on June 2nd in the courthouse for the Primary Election. All voters that enter the courthouse will have their temperature checked and then proceed down the south stairwell to the south door of the large meeting room to vote then exit out the north door of the large meeting room to the north stairwell and exit out the north east doors of the courthouse, with the exception of wheelchairs. They will use the elevator and will enter and exit out the southeast door of the courthouse. There will be arrows on the floor directing the voter. The other three polling sites will not have the temperature check station, it is only required at the courthouse. Auditor Dauber confirmed with the Secretary of State Attorney for any legal issues and there were none.

Discussion was held regarding opening the courthouse after the election. Sup. Bell stated that we are probably two weeks out for the sneeze guards but we have a plan in place. As soon as they are installed, we will probably start to phase in the opening of the courthouse. He thinks that it helps for the public to have an idea of what the Board is doing. Sup. Agne does not want the public thinking they are kicking the can down the road, although we have to watch the numbers and ease into it. He mentioned surrounding counties are opening around the same time. Sup. Kaufmann stated this could be a goal of theirs that after the protection devices are in place our goal is to open the courthouse. The consensus of the board was not having an actual date of opening the courthouse due to the circumstances involving outside contractor's availability and the product delivery date. Sup. Smith stated we are still providing the services by appointment. Sup. Kaufmann stated a citizen is not receiving services due to the DOT not accommodating for driving tests. Treasurer Delaney stated the six-foot distancing is the problem for driving test. She stated there is talk at the state level regarding virtual drive test. The DOT is working on this issue.

Moved by Sup. Bell seconded by Sup. Kaufmann that our goal is to open the courthouse at some capacity, more than it is now, as soon as possible but in all probability it wouldn't be until the second week of June, although it would depend on the barriers being placed on the counters and outside contractor's availability.

Sup. Bell stated it was unfortunate that the contractor did not provide this information so we could have sped this up by a week.

Chief Deputy Knoche informed the board they have a guard up in their lobby window, therefore they will be opening up. The board consensus was fine with this decision. Chief Deputy Knoche also stated their plan on how to segregate the prisoners to mitigate the COVID-19 and they take temperature checks. The Correctional Officers are wearing a N-95 mask when they are with the prisoners. Public Health Interim Director stated taking temperatures is better than nothing. She wishes they had rapid testing available. Sup. Bell stated it is our responsibility to do what we can and protect the people from getting it although that is not realistic and not common sense. We do the best we can to protect the most people we can. Chief Deputy Knoche asked the board if they wish for them to do something different to let them know. He also offered additional assistance on election day to the Auditor.

Auditor Dauber presented the board with the revised form that was provided by Ahlers & Cooney regarding the additional 10 week's provided for child care per the FFCRA and discussed the provisions of no telework and leave has to be taken consecutively.

Moved by Sup. Kaufmann seconded by Sup. Gaul to approve the form and be adopted on June 1st.

General discussion was held on the process to have employees return to work, employees working from home, the date to return and high-risk health employees being able to work from home. Engineer Fangmann mentioned his office is staggering days working from home and asked the board if he can continue. Sup. Bell understands his theory, although the reason the board is having employee's return is that they are on the downhill side of this and they need to get things reopened and his request would complicate the matter. Sup. Agne stated we are taking temperatures every day and we are socially distancing. Sup. Smith asked Butler the circumstances if an outbreak would happen in an office. Butler stated she would need to talk to the regional epidemiologist. She said if an employee tests positive the rest of the staff would be isolated for fourteen days. Sup. Gaul stated we really need to get people back to work. Butler agreed, although she too is alternating schedules in the Public Health Department and staff are working from home. Auditor Dauber stated the public health has one of the ultimate offices with the separate offices and having the doors shut. Butler responded the only draw-back is they need ventilation and sunlight although does agree the doors work great. There hasn't been a downside for their office. Sup. Kaufmann asked Butler if she has an opinion on who and how to call employees back. She stated the slower the better, the fewer people becoming face to face is better and the governor has said work from home. I don't think anyone has said everyone needs to get back into the office 100% like they did before. Sup. Bell mentioned it seems as though we have to pick and choose. Sup. Gaul mentioned we are just going to have to bring them back except for the high-risk employees. Sup. Bell is more in favor of sticking to a date and having the employees return if there is no change in numbers. Sup. Agne said if the soft opening of the courthouse is June 8th, he mentioned having all employees return on June 3rd, if the shield are installed. Sup. Bell stated the board will recommend all employees to return to work on June 3rd. Sup. Smith mentioned the form is effective on June 1st. Sup. Smith suggested on election day the second-floor restrooms be for employee's only. Sup. Bell stated for consistency they would be looking at having employee's return on the 1st unless they have news that come between now and then that will change that decisions. Emails will be sent to department heads if a change occurs.

Moved by Sup. Gaul seconded by Sup. Kaufmann to have a soft opening for the employees to return on June 1st, with the exception of high-risk employee's with doctor's letter and employee's eligible for COVID-19 due to daycare closures.

Auditor Dauber advised the board of the revisions to the Cedar County Infectious Disease Action Plan to reflect the motions the board passed. The revisions would be to remove the seven paragraphs on page two and on page 4, under the Emergency Expanded FMLA to remove "(or

telework)” from the first paragraph. Attorney Galloway has reviewed all the changes with approval.

Moved by Sup. Bell seconded by Sup. Agne to revise the policy effective on June 1, 2020.

Ayes: All

Sup. Kaufmann stated he received an email from Gary Crock, Transfer Station Director, stating he contacted Bonnie Butler regarding the proposed procedures for opening the Transfer Station. The proposed procedures are the office will remain closed and they will take payments through a window. So slight modifications will be needed but they can handle that internally. They may limit the customers they serve at one time and will try to keep them in their vehicles as much as possible. Once we implement these steps we are prepared to open at any time the board decides. Additionally, we may consider expanding our operating hours temporarily to spread out the surge we are going to get when we open. Possibly a couple weeks of expanded hours depending on the volume when we are open. The dumpster located at the entrance of the Transfer Station will be removed when the station is opened. The consensus of the board was to proceed with Gary’s recommendation. The Solid Waste Executive Committee will meet to discuss and will implement as soon as they can.

Sup. Smith asked about the procedure regarding entering the courthouse. Sup. Bell stated that we should wait to make that decision on the procedure until we are ready to open the courthouse to see what the numbers are doing.

Sup. Agne asked EMA Director Freet about the temporary worker for checking temperatures at the entrance of the courthouse. She stated to receive the 75% reimbursement under category B this has to be a temporary employee. This can not be a current employee. This position would not be offered benefits.

Veteran Affairs Director Hamann informed the board her commission is on board for the plan of returning to work. John Barnum is in the process of completing her ½ door in her office.

Sup. Kaufmann has a request for next week’s agenda to have Attorney Galloway give an opinion on paper, any changes on the wage schedule for the employee’s in the County Attorney’s so the board can give approval or not.

Sup. Bell stated in regards to the Veteran Board and the other boards in Cedar County are usually very cooperative with the board’s decision. Although, if the other boards decide otherwise this board does not have control over them.

Moved by Sup. Smith seconded by Sup. Kaufmann to adjourn at 11:22 a.m., to May 26, 2020.

Ayes: All

Cari A. Dauber, Auditor

Steve Agne, Chairperson