

BOARD OF SUPERVISORSDistrict 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

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Wednesday, January 5, 2022

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.

Resolutions

Resolution to award contract for LOST-BRIDGE 1053(22), bridge replacement on Bertram Road over Indian Creek, to Peterson Contractors Inc in the amount of \$2,425,608.45, and authorize Bradley J. Ketels, County Engineer, to execute the contract.

Resolution to award contract for L-BRIDGE 1920(22), bridge replacement on Hollenbeck Road over Bear Creek, to Taylor Construction, Inc in the amount of \$1,362,266.58, and authorize Bradley J. Ketels, County Engineer, to execute the contract.

Contract and Agreements

Approve and authorize Chair to sign a 28E Agreement with the City of Fairfax for a PCC overlay, pavement markings and replace existing CMP culvert and concrete box culvert on shared portions of Lefebure Road and Fairfax Road.

Approve and authorize Chair to sign the 2021 Weed Commissioner's Report

Approve and authorize Chair to sign the 2022 County Weed Commissioner Certification Form

Approve purchase order #PO222 for \$66,997.00 to Pritchards Lake Chevrolet for a 2021 Ford Transit for Options.

Approve purchase order #PO223 for \$22,740.00 to McGrath Chevyland for a 2022 Chevrolet Malibu for Linn County Community Services.

Licenses & Permits**Regular Agenda****Discuss and Decide on Consent Agenda**

Minutes--Discuss and decide on meeting minutes.

Claims--Discuss and decide on claims.

Second Consideration on an ordinance amending the Code of Ordinances, Linn County, Iowa by amending provisions in Chapter 12, Fire Code of the Linn County Code of Ordinances. (Updating Building, Fire, Plumbing, and Mechanical codes to the 2021 versions with amendments)

Second Consideration on an ordinance amending the Code of Ordinances, Linn County, Iowa by amending provisions in Chapter 105, Articles II, IV, & V of the Linn County Code of Ordinances. (Updating Building, Fire, Plumbing, and Mechanical codes to the 2021 versions with amendments)

Second consideration of Linn County Public Ordinance establishing the various voting precincts in Linn County, Iowa and defining the boundaries and listing of the populations thereof pursuant to the Code of Iowa.

Discuss and authorize Chair to sign an amendment to a contract between Linn County and Waypoint Services to provide assistance with completing the application and screening clients for the Linn County Emergency Rent Assistance program effective August 16, 2021 to August 16, 2023.

Discuss and authorize Chair to sign an amendment to a contract between Linn County and Hawkeye Area Community Action Program (HACAP) to process applications and make assistance awards to Linn County residents for the Linn County Emergency Rent Assistance program effective August 16, 2021 to August 16, 2023.

Discuss and authorize Chair to sign a contract between Linn County and Willis Dady Homeless Services to provide housing stability services at the Linn County Overflow Shelter through the shelters' 2021-2022 operation using Emergency Rent Assistance (ERA) funds.

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.

Board Member Reports

Legislative Update

Discuss and decide on action related to proposed legislation

Correspondence

Appointments

**1:30
Formal Board Room**

Review of proposed Fiscal Year 2023 budget for the Treasurer

Other budget discussions if necessary.

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.

RESOLUTION (resolution number)

WHEREAS, the Board of Supervisors, hereafter referred to as “the Board”, believes the LOST-BRIDGE 1053(22), hereafter referred to as “the project” is in the best interest of Linn County, Iowa, and the residents thereof. The project is defined as bridge replacement on Bertram Road, over Indian Creek; and

WHEREAS, the Board has sought appropriate professional guidance for the concept and planning for the project and followed the steps as required by the Code of Iowa for notifications, hearings, and bidding/letting; and

WHEREAS, The Board finds this resolution appropriate and necessary to protect, preserve, and improve the rights, privileges, property, peace, safety, health, welfare, comfort, and convenience of Linn County and its citizens, all as provided for in and permitted by section 331.301 of the Code of Iowa; and

IT IS THEREFORE RESOLVED by Board to accept the bid from Peterson Contractors, Inc in the amount of \$2,425,608.45 and awards the associated contract(s) to the same;

BE IT FURTHER RESOLVED that all other resolutions or parts of resolutions in conflict with this resolution are hereby repealed. If any part of this resolution is adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution or action of The Board as a whole or any part thereof not adjudged invalid or unconstitutional. This resolution shall be in full force and effect from and after the date of its approval as provided by law; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Linn County, Iowa, that after receiving the necessary contract documents, including but not limited to, the contractor’s bond and certificate of insurance, Bradley J. Ketels, the Linn County Engineer for Linn County, Iowa, be and is hereby designated, authorized, and empowered on behalf of the Board of Supervisors of said County to execute the contracts in connection with the afore awarded construction project let on 12/22/2021.

Dated at Cedar Rapids, Iowa, this 5th day of January, 2022.

Board of Supervisors of Linn County, Iowa

ATTEST:

By _____
County Auditor

SEAL

LINN COUNTY ROAD DEPARTMENT
1888 COUNTY HOME ROAD
MARION, IOWA 52302

LOST-BRIDGE 1053(22) Bid Tabulation
Linn County
Work Type: Bridge Replacement
Letting Date: 12/22/2021 11:00 AM

Apparent Low Bid

					Engineer's Estimate		PETERSON CONTRACTORS INC. 104 BLACK HAWK REINBECK, IA 50669-0155 (319)345-2991 bids@ncius.com		JIM SCHROEDER CONSTRUCTION, INC. 500 SOUTH SECOND STREET BELLEVUE, IA 52031-1326 (563)872-3690 dan@schroederconst.com		IOWA BRIDGE & CULVERT, L.C. 409 NORTH AVE. B WASHINGTON, IA 52353-0013 (319)653-5439 Buitermarket@iowabridge.com		BOOMERANG CORP 12536 BUFFALO ROAD ANAMOSA, IA 52205 (319)462-2599 contracts@boomerangcorp.com		TAYLOR CONSTRUCTION, INC. 7314 COLUMBUS NEW VIENNA, IA 52065-0000 (563)921-3845 ktaylorconst.com	
	Item Number	Description	Units	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	2101-0850001	CLEARING AND GRUBBING	ACRE	7.4	\$2,500.00	\$18,500.00	\$4,975.00	\$36,815.00	\$1,500.00	\$11,100.00	\$7,500.00	\$55,500.00	\$5,000.00	\$37,000.00	\$1,500.00	\$11,100.00
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	5,250.0	\$7.00	\$36,750.00	\$5.20	\$27,300.00	\$7.50	\$39,375.00	\$8.00	\$42,000.00	\$8.00	\$42,000.00	\$7.50	\$39,375.00
3	2104-2710020	EXCAVATION, CLASS 10, CHANNEL	CY	3,000.0	\$9.00	\$27,000.00	\$9.50	\$28,500.00	\$6.00	\$18,000.00	\$9.00	\$27,000.00	\$8.00	\$24,000.00	\$6.00	\$18,000.00
4	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	2,495.0	\$4.00	\$9,980.00	\$5.25	\$13,098.75	\$6.00	\$14,970.00	\$10.00	\$24,950.00	\$8.00	\$19,960.00	\$6.00	\$14,970.00
5	2115-0100000	MODIFIED SUBBASE	CY	155.0	\$40.00	\$6,200.00	\$40.45	\$6,269.75	\$37.50	\$5,812.50	\$55.00	\$8,525.00	\$40.00	\$6,200.00	\$37.50	\$5,812.50
6	2121-7425020	GRANULAR SHOULDERS, TYPE B	TON	845.0	\$25.00	\$21,125.00	\$19.25	\$16,266.25	\$24.75	\$20,913.75	\$25.00	\$21,125.00	\$20.00	\$16,900.00	\$24.75	\$20,913.75
7	2210-0475105	CHOKE STONE BASE	TON	3,515.0	\$23.00	\$80,845.00	\$17.80	\$62,567.00	\$15.75	\$55,361.25	\$21.00	\$73,815.00	\$20.00	\$70,300.00	\$15.75	\$55,361.25
8	2210-0475290	MACADAM STONE BASE	TON	3,745.0	\$23.00	\$86,135.00	\$18.00	\$67,410.00	\$17.25	\$64,601.25	\$22.00	\$82,390.00	\$20.00	\$74,900.00	\$17.25	\$64,601.25
9	2301-0685550	BRIDGE APPROACH PAVEMENT, AS PER PLAN	SY	972.0	\$70.00	\$68,040.00	\$97.00	\$94,284.00	\$85.00	\$82,620.00	\$110.00	\$106,920.00	\$105.00	\$102,060.00	\$110.00	\$106,920.00
10	2301-1033080	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	SY	7,212.0	\$35.00	\$252,420.00	\$48.00	\$346,176.00	\$48.00	\$346,176.00	\$43.80	\$315,885.60	\$42.00	\$302,904.00	\$43.80	\$315,885.60
11	2303-1033500	HOT MIX ASPHALT STANDARD TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQUIREMENT	TON	12.00	\$80.00	\$960.00	\$310.25	\$3,723.00	\$310.25	\$3,723.00	\$310.25	\$3,723.00	\$500.00	\$6,000.00	\$310.25	\$3,723.00
12	2303-1258283	ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC	TON	.72	\$525.00	\$378.00	\$685.00	\$493.20	\$682.80	\$491.62	\$682.81	\$491.62	\$1,000.00	\$720.00	\$682.60	\$491.47
13	2307-0025003	AGGREGATE, ROADWAY COVER, 3/8 IN.	TON	310.0	\$40.00	\$12,400.00	\$14.40	\$4,464.00	\$15.80	\$4,898.00	\$20.00	\$6,200.00	\$26.00	\$8,060.00	\$15.80	\$4,898.00
14	2401-6745625	REMOVAL OF EXISTING BRIDGE	LS	1.00	\$60,000.00	\$60,000.00	\$114,000.00	\$114,000.00	\$75,000.00	\$75,000.00	\$65,000.00	\$65,000.00	\$75,000.00	\$75,000.00	\$150,000.00	\$150,000.00
15	2401-6745650	REMOVAL OF EXISTING STRUCTURES	LS	1.00	\$10,000.00	\$10,000.00	\$8,500.00	\$8,500.00	\$4,500.00	\$4,500.00	\$12,000.00	\$12,000.00	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00
16	2402-0425031	GRANULAR BACKFILL	TON	837.0	\$30.00	\$25,110.00	\$16.55	\$13,852.35	\$21.85	\$18,288.45	\$19.00	\$15,903.00	\$19.00	\$15,903.00	\$21.85	\$18,288.45
17	2402-2720000	EXCAVATION, CLASS 20	CY	686	\$35.00	\$24,010.00	\$22.75	\$15,606.50	\$40.00	\$27,440.00	\$35.00	\$24,010.00	\$29.00	\$19,894.00	\$50.00	\$34,300.00
18	2402-2720100	EXCAVATION, CLASS 20, FOR ROADWAY PIPE CULVERT	CY	775.0	\$15.00	\$11,625.00	\$11.10	\$8,602.50	\$8.50	\$6,587.50	\$15.00	\$11,625.00	\$6.50	\$5,037.50	\$8.50	\$6,587.50
19	2402-2721000	EXCAVATION, CLASS 21	CY	24	\$125.00	\$3,000.00	\$129.50	\$3,108.00	\$100.00	\$2,400.00	\$1,225.00	\$29,400.00	\$75.00	\$1,800.00	\$2,000.00	\$48,000.00
20	2402-2722000	EXCAVATION, CLASS 22	CY	373	\$125.00	\$46,625.00	\$150.00	\$55,950.00	\$150.00	\$55,950.00	\$250.00	\$93,250.00	\$150.00	\$55,950.00	\$500.00	\$186,500.00
21	2403-0100000	STRUCTURAL CONCRETE (MISCELLANEOUS)	CY	6.6	\$600.00	\$3,960.00	\$1,200.00	\$7,920.00	\$1,000.00	\$6,600.00	\$600.00	\$3,960.00	\$840.00	\$5,544.00	\$1,500.00	\$9,900.00
22	2403-0100010	STRUCTURAL CONCRETE (BRIDGE)	CY	687.8	\$650.00	\$447,070.00	\$757.50	\$521,008.50	\$700.00	\$481,460.00	\$715.00	\$491,777.00	\$800.00	\$550,240.00	\$815.00	\$560,557.00
23	2404-7775000	REINFORCING STEEL	LB	456	\$1.35	\$615.60	\$1.75	\$798.00	\$2.50	\$1,140.00	\$3.00	\$1,368.00	\$1.80	\$820.80	\$1.15	\$524.40
24	2404-7775005	REINFORCING STEEL, EPOXY COATED	LB	122,810	\$1.35	\$165,793.50	\$1.30	\$159,653.00	\$1.28	\$157,196.80	\$1.60	\$196,496.00	\$1.30	\$159,653.00	\$1.30	\$159,653.00
25	2404-7775009	REINFORCING STEEL, STAINLESS STEEL	LB	2,787	\$3.00	\$8,361.00	\$4.70	\$13,098.90	\$4.50	\$12,541.50	\$5.25	\$14,631.75	\$5.00	\$13,935.00	\$5.00	\$13,935.00
26	2407-0551259	BEAMS, PRETENSIONED PRESTRESSED CONCRETE, B59	EACH	12	\$12,500.00	\$150,000.00	\$11,800.00	\$141,600.00	\$16,500.00	\$198,000.00	\$16,000.00	\$192,000.00	\$17,000.00	\$204,000.00	\$14,000.00	\$168,000.00
27	2407-0551267	BEAMS, PRETENSIONED PRESTRESSED CONCRETE, B67	EACH	6	\$17,000.00	\$102,000.00	\$14,050.00	\$84,300.00	\$19,000.00	\$114,000.00	\$17,750.00	\$106,500.00	\$18,350.00	\$110,100.00	\$16,000.00	\$96,000.00
28	2408-7800000	STRUCTURAL STEEL	LB	8,188	\$3.50	\$28,658.00	\$4.40	\$36,027.20	\$5.70	\$46,671.60	\$5.25	\$42,987.00	\$8.00	\$65,504.00	\$4.00	\$32,752.00
29	2413-1100000	PREFORMED ELASTIC NEOPRENE JOINT	LF	46	\$720.00	\$33,120.00	\$194.00	\$8,924.00	\$130.00	\$5,980.00	\$175.00	\$8,050.00	\$135.00	\$6,210.00	\$225.00	\$10,350.00
30	2414-6424110	CONCRETE BARRIER RAILING	LF	396.8	\$80.00	\$31,744.00	\$70.00	\$27,776.00	\$76.00	\$30,156.80	\$69.69	\$27,652.99	\$70.00	\$27,776.00	\$125.00	\$49,600.00
31	2416-0102248	APRON, LOW CLEARANCE CONCRETE, EQUIVALENT DIAMETER 48 IN.	EACH	4	\$3,100.00	\$12,400.00	\$2,645.00	\$10,580.00	\$2,685.00	\$10,740.00	\$5,665.00	\$22,660.00	\$7,000.00	\$28,000.00	\$2,685.00	\$10,740.00
32	2416-1180024	CULVERT, CONCRETE ROADWAY PIPE, 24 IN. DIA.	LF	163	\$80.00	\$13,040.00	\$50.95	\$8,304.85	\$92.50	\$15,077.50	\$97.00	\$15,811.00	\$97.00	\$15,811.00	\$92.50	\$15,077.50

33	2416-1200248	CULVERT, LOW CLEARANCE CONCRETE ROADWAY PIPE, EQUIVALENT DIAMETER 48 IN.	LF	194	\$195.00	\$37,830.00	\$209.30	\$40,604.20	\$236.50	\$45,881.00	\$282.00	\$54,708.00	\$270.00	\$52,380.00	\$236.50	\$45,881.00
34	2416-1541136	REMOVE AND REINSTALL RIGID PIPE CULVERT GREATER THAN 36 IN.	LF	80	\$150.00	\$12,000.00	\$49.40	\$3,952.00	\$24.00	\$1,920.00	\$130.00	\$10,400.00	\$63.00	\$5,040.00	\$24.00	\$1,920.00
35	2417-1040015	CULVERT, CORRUGATED METAL ENTRANCE PIPE, 15 IN. DIA.	LF	50	\$55.00	\$2,750.00	\$53.35	\$2,667.50	\$26.00	\$1,300.00	\$60.00	\$3,000.00	\$49.00	\$2,450.00	\$26.00	\$1,300.00
36	2417-1060024	CULVERT, CORRUGATED METAL ROADWAY PIPE, 24 IN. DIA.	LF	32	\$65.00	\$2,080.00	\$77.15	\$2,468.80	\$35.00	\$1,120.00	\$90.00	\$2,880.00	\$58.00	\$1,856.00	\$35.00	\$1,120.00
37	2501-0201057	PILES, STEEL, HP 10 X 57	LF	120	\$65.00	\$7,800.00	\$102.00	\$12,240.00	\$86.00	\$10,320.00	\$135.00	\$16,200.00	\$90.00	\$10,800.00	\$99.00	\$11,880.00
38	2501-6335010	PREBORED HOLES	LF	48	\$60.00	\$2,880.00	\$93.25	\$4,476.00	\$100.00	\$4,800.00	\$75.00	\$3,600.00	\$100.00	\$4,800.00	\$255.00	\$12,240.00
39	2505-4008410	STEEL BEAM GUARDRAIL BARRIER TRANSITION SECTION, BA-201	EACH	4	\$1,500.00	\$6,000.00	\$2,600.00	\$10,400.00	\$2,600.00	\$10,400.00	\$2,600.00	\$10,400.00	\$2,810.00	\$11,240.00	\$2,600.00	\$10,400.00
40	2505-4021010	STEEL BEAM GUARDRAIL END ANCHOR, BOLTED	EACH	4	\$250.00	\$1,000.00	\$300.00	\$1,200.00	\$300.00	\$1,200.00	\$300.00	\$1,200.00	\$325.00	\$1,300.00	\$300.00	\$1,200.00
41	2505-4021720	STEEL BEAM GUARDRAIL TANGENT END TERMINAL, BA-205	EACH	4	\$2,400.00	\$9,600.00	\$2,800.00	\$11,200.00	\$2,800.00	\$11,200.00	\$2,800.00	\$11,200.00	\$3,020.00	\$12,080.00	\$2,800.00	\$11,200.00
42	2507-6800042	REVTMENT, CLASS D	TON	800.0	\$40.00	\$32,000.00	\$45.00	\$36,000.00	\$49.00	\$39,200.00	\$44.00	\$35,200.00	\$49.00	\$39,200.00	\$35.60	\$28,480.00
43	2507-8029000	EROSION STONE	TON	100.0	\$50.00	\$5,000.00	\$52.00	\$5,200.00	\$30.30	\$3,030.00	\$35.00	\$3,500.00	\$48.00	\$4,800.00	\$30.30	\$3,030.00
44	2510-6745850	REMOVAL OF PAVEMENT	SY	5,975.0	\$7.00	\$41,825.00	\$5.75	\$34,356.25	\$2.75	\$16,431.25	\$6.50	\$38,837.50	\$6.00	\$35,850.00	\$2.75	\$16,431.25
45	2511-0300000	REMOVAL OF RECREATIONAL TRAIL	SY	1,040.0	\$5.00	\$5,200.00	\$4.10	\$4,264.00	\$4.15	\$4,316.00	\$10.00	\$10,400.00	\$6.00	\$6,240.00	\$4.15	\$4,316.00
46	2511-0310100	SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL	STA	6.79	\$500.00	\$3,395.00	\$625.00	\$4,243.75	\$295.00	\$2,003.05	\$925.00	\$6,280.75	\$10.00	\$67.90	\$295.00	\$2,003.05
47	2513-0001070	CONCRETE BARRIER RAIL, BA-107	EACH	2	\$1,400.00	\$2,800.00	\$2,350.00	\$4,700.00	\$2,400.00	\$4,800.00	\$2,340.69	\$4,681.38	\$2,200.00	\$4,400.00	\$2,800.00	\$5,600.00
48	2515-2475006	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	25.0	\$65.00	\$1,625.00	\$58.00	\$1,450.00	\$58.00	\$1,450.00	\$100.00	\$2,500.00	\$67.00	\$1,675.00	\$100.00	\$2,500.00
49	2515-6745600	REMOVAL OF PAVED DRIVEWAY	SY	80.0	\$10.00	\$800.00	\$11.50	\$920.00	\$2.75	\$220.00	\$15.00	\$1,200.00	\$12.00	\$960.00	\$2.75	\$220.00
50	2527-9263112	PAINTED PAVEMENT MARKINGS, HIGH-BUILD WATERBORNE	STA	101.52	\$45.00	\$4,568.40	\$65.00	\$6,598.80	\$65.00	\$6,598.80	\$65.00	\$6,598.80	\$70.00	\$7,106.40	\$200.00	\$20,304.00
51	2528-2518000	SAFETY CLOSURE	EACH	4	\$400.00	\$1,600.00	\$175.00	\$700.00	\$175.00	\$700.00	\$175.00	\$700.00	\$190.00	\$760.00	\$125.00	\$500.00
52	2528-8445110	TRAFFIC CONTROL	LS	1.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,620.00	\$1,620.00	\$2,500.00	\$2,500.00
53	2533-4980005	MOBILIZATION	LS	1.00	\$75,000.00	\$75,000.00	\$232,250.00	\$232,250.00	\$295,000.00	\$295,000.00	\$175,000.00	\$175,000.00	\$306,000.00	\$306,000.00	\$173,000.00	\$173,000.00
54	2599-9999005	DRINKING FOUNTAIN RELOCATION	EACH	1	\$2,000.00	\$2,000.00	\$2,700.00	\$2,700.00	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$15,000.00	\$15,000.00
55	2599-9999009	ROCK CORING	LF	44.0	\$200.00	\$8,800.00	\$700.00	\$30,800.00	\$130.00	\$5,723.96	\$235.00	\$10,340.00	\$135.00	\$5,940.00	\$250.00	\$11,000.00
56	2601-2634100	MULCHING	ACRE	4.9	\$850.00	\$4,165.00	\$800.00	\$3,920.00	\$700.00	\$3,430.00	\$700.00	\$3,430.00	\$755.00	\$3,699.50	\$700.00	\$3,430.00
57	2601-2636043	SEEDING AND FERTILIZING (RURAL)	ACRE	4.9	\$850.00	\$4,165.00	\$800.00	\$3,920.00	\$1,200.00	\$5,880.00	\$1,800.00	\$8,820.00	\$1,300.00	\$6,370.00	\$1,800.00	\$8,820.00
58	2601-2642100	STABILIZING CROP - SEEDING AND FERTILIZING	ACRE	4.9	\$850.00	\$4,165.00	\$200.00	\$980.00	\$500.00	\$2,450.00	\$300.00	\$1,470.00	\$540.00	\$2,646.00	\$300.00	\$1,470.00
59	2601-3000000	STOP LOG STRUCTURE	EACH	9	\$50.00	\$450.00	\$250.00	\$2,250.00	\$75.00	\$675.00	\$232.42	\$2,091.78	\$125.00	\$1,125.00	\$75.00	\$675.00
60	2602-0000020	SILT FENCE	LF	1,905.0	\$2.00	\$3,810.00	\$1.70	\$3,238.50	\$1.65	\$3,143.25	\$1.75	\$3,333.75	\$2.00	\$3,810.00	\$1.75	\$3,333.75
61	2602-0000050	SILT BASINS	EACH	4	\$300.00	\$1,200.00	\$400.00	\$1,600.00	\$100.00	\$400.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$100.00	\$400.00
62	2602-0000071	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	LF	1,905.0	\$1.00	\$1,905.00	\$0.10	\$190.50	\$0.10	\$190.50	\$0.05	\$95.25	\$0.10	\$190.50	\$0.05	\$95.25
63	2602-0000080	REMOVAL OF SILT BASINS	EACH	4	\$100.00	\$400.00	\$300.00	\$1,200.00	\$50.00	\$200.00	\$500.00	\$2,000.00	\$100.00	\$400.00	\$50.00	\$200.00
64	2602-0000309	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	LF	1,142.0	\$2.50	\$2,855.00	\$1.70	\$1,941.40	\$1.90	\$2,169.80	\$2.50	\$2,855.00	\$2.00	\$2,284.00	\$2.50	\$2,855.00
65	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EACH	5	\$500.00	\$2,500.00	\$500.00	\$2,500.00	\$500.00	\$2,500.00	\$500.00	\$2,500.00	\$500.00	\$2,500.00	\$500.00	\$2,500.00
Contract Totals						\$2,095,033.50		\$2,425,608.45		\$2,431,421.17		\$2,584,529.17		\$2,617,772.60		\$2,643,120.97
Percent of Estimate						100.00%		115.78%		116.06%		123.36%		124.95%		126.16%

OK
12-28-21

RESOLUTION (resolution number)

WHEREAS, the Board of Supervisors, hereafter referred to as “the Board”, believes the L-BRIDGE 1920(22), hereafter referred to as “the project” is in the best interest of Linn County, Iowa, and the residents thereof. The project is defined as bridge replacement on Hollenbeck Road over Bear Creek; and

WHEREAS, the Board has sought appropriate professional guidance for the concept and planning for the project and followed the steps as required by the Code of Iowa for notifications, hearings, and bidding/letting; and

WHEREAS, The Board finds this resolution appropriate and necessary to protect, preserve, and improve the rights, privileges, property, peace, safety, health, welfare, comfort, and convenience of Linn County and its citizens, all as provided for in and permitted by section 331.301 of the Code of Iowa; and

IT IS THEREFORE RESOLVED by Board to accept the bid from Taylor Construction, Inc in the amount of \$1,362,266.58 and awards the associated contract(s) to the same;

BE IT FURTHER RESOLVED that all other resolutions or parts of resolutions in conflict with this resolution are hereby repealed. If any part of this resolution is adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution or action of The Board as a whole or any part thereof not adjudged invalid or unconstitutional. This resolution shall be in full force and effect from and after the date of its approval as provided by law; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Linn County, Iowa, that after receiving the necessary contract documents, including but not limited to, the contractor’s bond and certificate of insurance, Bradley J. Ketels, the Linn County Engineer for Linn County, Iowa, be and is hereby designated, authorized, and empowered on behalf of the Board of Supervisors of said County to execute the contracts in connection with the afore awarded construction project let on 12/22/2021.

Dated at Cedar Rapids, Iowa, this 5th day of January, 2022.

Board of Supervisors of Linn County, Iowa

ATTEST:

By _____
County Auditor

SEAL

LINN COUNTY SECONDARY ROAD DEPARTMENT
1888 COUNTY HOME ROAD
MARION, IOWA 52302

L-BRIDGE 1920(22) Bid Tabulation
Linn County
Work Type: Bridge Replacement
Letting Date: 12/22/2021 11:00 AM

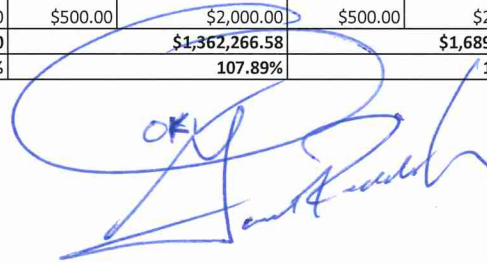
Apparent Low Bid

					Engineer's Estimate		TAYLOR CONSTRUCTION, INC. 7314 COLUMBUS NEW VIENNA, IA 52065-0000 (563)921-3845		PETERSON CONTRACTORS INC 104 BLACKHAWK REINBECK, IA 50669 (319)345-2991 bids@pcius.com		JIM SCHROEDER CONSTRUCTION, INC. 500 SOUTH SECOND STREET BELLEVUE, IA 52031-1326 (563)872-3690 dan@schroederconst.com		IOWA BRIDGE & CULVERT, L.C. 409 NORTH AVE. B WASHINGTON, IA 52353-0013 (319)653-5439	
	Item Number	Description	Units	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	2101-0850001	CLEARING AND GRUBBING	ACRE	.2	\$15,000.00	\$3,000.00	\$4,000.00	\$800.00	\$33,000.00	\$6,600.00	\$15,000.00	\$3,000.00	\$28,000.00	\$5,600.00
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	1,477.0	\$9.00	\$13,293.00	\$7.48	\$11,047.96	\$15.00	\$22,155.00	\$14.00	\$20,678.00	\$12.50	\$18,462.50
3	2104-2710020	EXCAVATION, CLASS 10, CHANNEL TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	268.0	\$9.00	\$2,412.00	\$4.50	\$1,206.00	\$21.50	\$5,762.00	\$14.00	\$3,752.00	\$19.00	\$5,092.00
4	2105-8425015	GRANULAR SHOULDERS, TYPE B	CY	250.0	\$9.00	\$2,250.00	\$6.00	\$1,500.00	\$32.50	\$8,125.00	\$8.00	\$2,000.00	\$18.00	\$4,500.00
5	2212-7425020	CHOKE STONE BASE	TON	158.0	\$30.00	\$4,740.00	\$23.00	\$3,634.00	\$43.75	\$6,912.50	\$26.00	\$4,108.00	\$28.00	\$4,424.00
6	2210-0475105	MACADAM STONE BASE	TON	493.0	\$25.00	\$12,325.00	\$23.00	\$11,339.00	\$30.50	\$15,036.50	\$20.00	\$9,860.00	\$25.00	\$12,325.00
7	2210-0475290	BRIDGE APPROACH PAVEMENT, AS PER PLAN	TON	755.0	\$25.00	\$18,875.00	\$24.50	\$18,497.50	\$29.50	\$22,272.50	\$22.00	\$16,610.00	\$26.00	\$19,630.00
8	2301-0685550	REMOVAL OF EXISTING BRIDGE	SY	1,421.2	\$70.00	\$99,484.00	\$80.00	\$113,696.00	\$95.00	\$135,014.00	\$80.00	\$113,696.00	\$138.00	\$196,125.60
9	2401-6745625	EXCAVATION, CLASS 20	LS	1.00	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00	\$84,750.00	\$84,750.00	\$70,000.00	\$70,000.00	\$68,000.00	\$68,000.00
10	2402-2720000	EXCAVATION, CLASS 21	CY	196	\$45.00	\$8,820.00	\$35.00	\$6,860.00	\$29.00	\$5,684.00	\$40.00	\$7,840.00	\$32.00	\$6,272.00
11	2402-2721000		CY	38	\$110.00	\$4,180.00	\$845.00	\$32,110.00	\$149.50	\$5,681.00	\$300.00	\$11,400.00	\$110.00	\$4,180.00
12	2403-0100010	STRUCTURAL CONCRETE (BRIDGE)	CY	437.9	\$650.00	\$284,635.00	\$735.00	\$321,856.50	\$823.50	\$360,610.65	\$773.00	\$338,496.70	\$1,020.00	\$446,658.00
13	2404-7775005	REINFORCING STEEL, EPOXY COATED	LB	84,726	\$1.50	\$127,089.00	\$1.20	\$101,671.20	\$1.35	\$114,380.10	\$1.31	\$110,991.06	\$1.30	\$110,143.80
14	2404-7775009	REINFORCING STEEL, STAINLESS STEEL	LB	2,428	\$3.25	\$7,891.00	\$5.00	\$12,140.00	\$4.75	\$11,533.00	\$4.15	\$10,076.20	\$5.70	\$13,839.60
15	2407-0551259	BEAMS, PRETENSIONED PRESTRESSED CONCRETE, B59	EACH	12	\$12,500.00	\$150,000.00	\$11,500.00	\$138,000.00	\$11,600.00	\$139,200.00	\$15,225.00	\$182,700.00	\$17,000.00	\$204,000.00
16	2407-0551267	BEAMS, PRETENSIONED PRESTRESSED CONCRETE, B67	EACH	6	\$17,000.00	\$102,000.00	\$14,000.00	\$84,000.00	\$13,520.00	\$81,120.00	\$17,884.00	\$107,304.00	\$19,500.00	\$117,000.00
17	2408-7800000	STRUCTURAL STEEL	LB	5,023	\$3.50	\$17,580.50	\$4.00	\$20,092.00	\$3.55	\$17,831.65	\$5.34	\$26,822.82	\$5.00	\$25,115.00
18	2414-6424110	CONCRETE BARRIER RAILING	LF	411.7	\$80.00	\$32,936.00	\$100.00	\$41,170.00	\$70.00	\$28,819.00	\$75.69	\$31,161.57	\$70.00	\$28,819.00
19	2501-0201057	PILES, STEEL, HP 10 X 57	LF	1,225	\$65.00	\$79,625.00	\$65.00	\$79,625.00	\$62.00	\$75,950.00	\$73.54	\$90,086.50	\$85.00	\$104,125.00
20	2501-6335010	PREBORED HOLES	LF	760	\$75.00	\$57,000.00	\$155.00	\$117,800.00	\$292.00	\$221,920.00	\$200.00	\$152,000.00	\$295.00	\$224,200.00
21	2502-8212106	SUBDRAIN, PLASTIC PIPE, 6 IN.	LF	320	\$10.00	\$3,200.00	\$5.60	\$1,792.00	\$5.60	\$1,792.00	\$5.60	\$1,792.00	\$5.73	\$1,833.60
22	2505-4008410	STEEL BEAM GUARDRAIL BARRIER TRANSITION SECTION, BA-201	EACH	4	\$1,500.00	\$6,000.00	\$2,400.00	\$9,600.00	\$2,400.00	\$9,600.00	\$2,400.00	\$9,600.00	\$2,400.00	\$9,600.00
23	2505-4021010	STEEL BEAM GUARDRAIL END ANCHOR, BOLTED	EACH	4	\$250.00	\$1,000.00	\$300.00	\$1,200.00	\$300.00	\$1,200.00	\$300.00	\$1,200.00	\$300.00	\$1,200.00
24	2505-4021720	STEEL BEAM GUARDRAIL TANGENT END TERMINAL, BA-205	EACH	4	\$2,400.00	\$9,600.00	\$2,500.00	\$10,000.00	\$2,500.00	\$10,000.00	\$2,500.00	\$10,000.00	\$2,500.00	\$10,000.00
25	2507-6800042	REVTMENT, CLASS D	TON	900.0	\$45.00	\$40,500.00	\$37.00	\$33,300.00	\$46.80	\$42,120.00	\$42.00	\$37,800.00	\$50.00	\$45,000.00
26	2507-8029000	EROSION STONE	TON	80.0	\$45.00	\$3,600.00	\$53.60	\$4,288.00	\$53.60	\$4,288.00	\$53.60	\$4,288.00	\$105.10	\$8,408.00
27	2510-6745850	REMOVAL OF PAVEMENT	SY	930.0	\$12.00	\$11,160.00	\$12.00	\$11,160.00	\$11.40	\$10,602.00	\$9.00	\$8,370.00	\$9.55	\$8,881.50
28	2519-3280000	FENCE, FIELD	LF	600.0	\$7.00	\$4,200.00	\$9.95	\$5,970.00	\$13.00	\$7,800.00	\$8.00	\$4,800.00	\$11.00	\$6,600.00
29	2519-4200110	REMOVAL OF FENCE, BARBED WIRE	LF	840.0	\$5.00	\$4,200.00	\$2.00	\$1,680.00	\$4.00	\$3,360.00	\$2.50	\$2,100.00	\$5.00	\$4,200.00

B/C 12/23/2021

30	2527-9263112	PAINTED PAVEMENT MARKINGS, HIGH-BUILD WATERBORNE	STA	21.60	\$50.00	\$1,080.00	\$115.00	\$2,484.00	\$115.00	\$2,484.00	\$115.00	\$2,484.00	\$115.00	\$2,484.00
31	2528-2518000	SAFETY CLOSURE	EACH	2	\$300.00	\$600.00	\$175.00	\$350.00	\$175.00	\$350.00	\$175.00	\$350.00	\$175.00	\$350.00
32	2528-8445110	TRAFFIC CONTROL	LS	1.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
33	2533-4980005	MOBILIZATION	LS	1.00	\$75,000.00	\$75,000.00	\$78,000.00	\$78,000.00	\$158,500.00	\$158,500.00	\$300,000.00	\$300,000.00	\$112,000.00	\$112,000.00
34	2599-9999005	CONCRETE BLOCK (3'X6'X1.5'H)	EACH	163	\$125.00	\$20,375.00	\$198.69	\$32,386.47	\$200.00	\$32,600.00	\$198.69	\$32,386.47	\$168.95	\$27,538.85
35	2599-9999005	CONCRETE HALF BLOCK (3'X3'X1.5'H)	EACH	6	\$75.00	\$450.00	\$100.00	\$600.00	\$100.00	\$600.00	\$100.00	\$600.00	\$216.67	\$1,300.02
36	2599-9999020	POROUS BACKFILL	TON	685.0	\$20.00	\$13,700.00	\$34.87	\$23,885.95	\$35.00	\$23,975.00	\$34.87	\$23,885.95	\$30.95	\$21,200.75
37	2601-2634100	MULCHING	ACRE	.3	\$2,000.00	\$600.00	\$2,500.00	\$750.00	\$3,500.00	\$1,050.00	\$3,000.00	\$900.00	\$2,500.00	\$750.00
38	2601-2636043	SEEDING AND FERTILIZING (RURAL)	ACRE	.3	\$2,000.00	\$600.00	\$2,500.00	\$750.00	\$3,500.00	\$1,050.00	\$3,000.00	\$900.00	\$2,500.00	\$750.00
39	2602-0000020	SILT FENCE	LF	470.0	\$2.00	\$940.00	\$2.00	\$940.00	\$2.00	\$940.00	\$2.00	\$940.00	\$2.00	\$940.00
40	2602-0000050	SILT BASINS	EACH	3	\$300.00	\$900.00	\$350.00	\$1,050.00	\$500.00	\$1,500.00	\$250.00	\$750.00	\$500.00	\$1,500.00
41	2602-0000071	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	LF	470.0	\$1.00	\$470.00	\$0.50	\$235.00	\$0.25	\$117.50	\$0.50	\$235.00	\$0.50	\$235.00
42	2602-0000309	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	LF	520.0	\$2.50	\$1,300.00	\$2.50	\$1,300.00	\$2.00	\$1,040.00	\$3.00	\$1,560.00	\$2.50	\$1,300.00
43	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EACH	4	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00
Contract Totals					\$1,262,610.50		\$1,362,266.58		\$1,689,825.40		\$1,761,024.27		\$1,888,083.22	
Percent of Estimate					100.00%		107.89%		133.84%		139.47%		149.54%	

OK



Prepared By: Linn County Secondary Road Dept., 1888 County Home Rd, Marion, IA 52302, (319)892-6400
Return To: Linn County Auditor, 935 2nd Street SE, Cedar Rapids, IA 52404, (319)892-5300

COUNTY AND CITY PROJECT AGREEMENT

This agreement entered into this 14th day of December, by and between Linn County, Iowa, hereinafter referred to as County, and the City of Fairfax, Iowa, hereinafter referred to as City.

WHEREAS, both the County and the City are a public agency as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, it is proposed, that the County plan, design and let for bidding a construction project to repair and overlay with Portland Cement Concrete (PCC) the existing pavement, shoulder and apply pavement markings on shared portions of Lefebure Road and Fairfax Road, as well as replace an existing CMP culvert and a concrete box culvert, and

WHEREAS, the City Council and the County Board of Supervisors have informed themselves as to the proposed improvement.

IT IS NOW AGREED that the City of Fairfax and Linn County enter into an agreement pursuant to Chapter 28E of the Code of Iowa providing for cooperative action pursuant to the proposed roadway construction project and, said cooperative actions include the following:

- 1) SCOPE OF WORK - Design, let and construct improvements to Lefebure Road and Fairfax Road per plans and specifications produced by the Linn County Engineer and the City of Fairfax. Work is to include concrete overlay, granular shoulder, concrete box culvert replacement, CMP culvert replacement, pavement markings, staking, inspection, and other items to complete the project. City of Fairfax is responsible for designing the north section of Lefebure Road through the shared jurisdiction, as well as Fairfax Road, the CMP culvert replacement and the concrete box culvert replacement. Linn County is responsible for designing the south section (full County jurisdiction), all project inspection, and all project administration.
- 2) DURATION - This Agreement shall commence on the date that both parties sign this agreement and shall continue thereafter until the final completion of the project and settlement of the financial conditions of this agreement.

- 3) PURPOSE - The purpose of this Agreement is to accomplish the proposed project as described herein in accordance with the aforesaid scope of work and in agreement with conditions specified in this Agreement.
- 4) ADMINISTRATION - The County shall be responsible for the administration of this project.
- 5) The City and County agree to save and indemnify and keep harmless, each other against all liabilities, judgments, costs, and expenses which may in any way come against the County or City or which in any way result from carelessness or neglect of either party or its agents, employees, or workmen in any respect whatsoever.
- 6) The City and County agree to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons arising out of any acts or omissions by the City or County, its agents, servants or employees in the course of any work done in connection with any of the matters set forth in this agreement.
- 7) FINANCING - The County shall initially finance the cost of the project. The City shall reimburse the County for the actual cost of construction plus 5.0% administration fees (inspection, plan preparation, and project administration, etc.) based on proposed plans and attached project estimate for the portion of the project within their corporate limits as they exist at the time the project is complete. Payment shall be made within 30 days of receipt of detailed invoice.
- 8) TERMINATION: -
 - a) This Agreement shall be considered binding upon the City and the County and shall not be terminated until provisions of paragraph 8b are met after actual work has begun on the project.
 - b) This agreement will be terminated upon final acceptance of the work by the City and final settlement of the financial conditions set forth in paragraph 7 thereof.

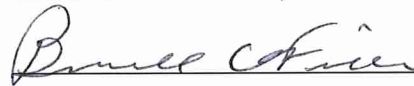
Executed in triplicate, each of which shall constitute as original, by Linn County on the _____ day of _____, _____, and by the City of Fairfax on the 14th day of December, 2021.

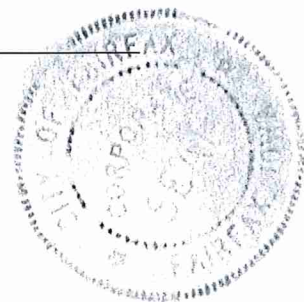
BOARD OF SUPERVISORS
LINN COUNTY, IOWA

ATTEST:

LINN COUNTY AUDITOR

MAYOR
CITY OF FAIRFAX, IOWA





ATTEST:



FAIRFAX CITY CLERK / TREASURER



2021 WEED COMMISSIONER'S REPORT

For the County of: LINN

Submit to County Board of Supervisors by: November 1, 2021
Return copy to the IDALS office by: December 1, 2021

Weed Commissioner's Contact Information:

Name	Jonathan Gallagher	Year Appointed	2010
Address	USDA SERVICE CENTER	Telephone	319-377-5960 X3
City, Zip Code	891 62ND STREET MARION, IA 52302	Alternate Telephone	319-440-9018
Email Address	jon.gallagher@linncountyiowa.gov	Pesticide Certificate #	48956

Which of the noxious weeds have you found in your county?

- 1 – Found, a problem in my county
2 – Found, but not a problem

- 3 – Not known in my county
? – If you cannot identify this plant

<i>Primary Noxious Weeds</i>	<i>Answer</i>	<i>Secondary Noxious Weeds</i>	<i>Answer</i>
Buckthorn	2	Buckhorn Plantain	2
Bull Thistle	2	Cocklebur	2
Canada Thistle	1	Curly Dock (Sour Dock)	2
Field Bindweed	2	Multiflora Rose	1
Hoary Cress (Perennial Pepper-grass)	3	Poison Hemlock	1
Horse Nettle	2	Puncturevine	3
Leafy Spurge	3	Red Sorrel (Sheep sorrel)	3
Musk Thistle	1	Shattercane	2
Palmer Amaranth	3	Smooth Dock	3
Perennial Sow Thistle	2	Teasel	1
Quackgrass	2	Velvetleaf (Butterprint)	2
Russian Knapweed	3	Wild Carrot	2
		Wild Mustard	2
		Wild Sunflower	2

<i>Invasive Prohibited Plants</i>	Answer		
Garlic Mustard	1		
Japanese Hop	3		
Japanese Knotweed	1		
Oriental Bittersweet	1		
Purple Loosestrife	2		

Please list any other plants which are a problem or a concern in your county:

Tree of Heaven, Wild Parsnip, Miscanthus sacchariflorus, Miscanthus sinensis

As County Weed Commissioner, do your duties include roadside spraying?

Yes ☐ No ☒

Did your county publish a Notice of Program for weed control pursuant to the provisions of Title VIII Chapter 317 Section 317.14?

Yes ☒ No ☐

Did your county employ contract spraying during 2021?

Yes ☐ No ☒

If yes, what percentage of your total spray program is contracted? _____%

If possible, please list the contract rates. \$/mile _____

Total contract cost \$ _____

In the past year how much did your county spend on purchasing herbicides?

\$ \$35,913.95

How many times during 2021 was it necessary to serve a noxious weed notice?

Private (written) _____ Public (written) (DOT, DNR, CCB) _____

How many times did you contact individuals personally, rather than sending them a weed control notice?

Private (verbal) 10 Public (verbal) (DOT, DNR, CCB) 5

0

8 months

Yes ☒ No ☐ If Yes, what? County Resource Conservationist

Weed Comm. Duties 8% IRVM Duties %

Other County Duties 92 %

Improved ☒ Unchanged ☐ Worse ☐

has been more proactive at control within Rights of Way upon initial discovery. One negative is Derecho Damage has opened up woodlands for more pressure to invasives with reduced canopy.

Yes ☐ No ☒

Spraying ☐ Cutting ☐ Stump treatment ☐ Basal bark ☐

Other, explain _____

Continued pro-active targeting by local jurisdictions and Iowa DOT.

Page 3 of 5

Herbicide usage table:

CHEMICAL / BRAND	RATE USED	QUANTITY USED	TO CONTROL?
<i>(Example)</i> Milestone	4 fluid ounces per acre	3.32 gallons	Thistle and teasel on roadside
Mad dog (Glyphosate)	1 qt per acre	13 Gallons	Bareground bridges, guardrails and re-vegetation areas
Plainview	3 pints per acre	46 Gallons	Bareground bridges, guardrails, shop yards
Vastlan	2 qts per 100 gallons	27 Gallons	Brush in ROW
Escort	2 oz per 100 gallons	110 OZ	Brush in ROW
Freelex	4 qts per acre	4 Gallons	Brush at drainage ditches
Aquasweep	2 pts per acre	7.5 Gallons	Brush at drainage ditches 64+
TerraVue	2.5 oz per acre	598 OZ	Noxious Weeds
Garlon 4 Ultra/Milestone/Basal Oil - 20/2/78 mix		105	Cut Stump

The above report is true to the best of my knowledge.

Signature Jonathan Salley
County Weed Commissioner

12-30-21
Date

Signature _____
Chairman, County Board of Supervisors

Date

Please return a copy to:

Iowa Department of Agriculture and Land Stewardship
Attn: State Weed Commissioner
2230 S Ankeny Blvd
Ankeny, IA 50023-9093



2022 COUNTY WEED COMMISSIONER CERTIFICATION FORM

For the County of: _____

Weed Commissioner's Contact Information:

Name	Year Appointed
Mailing Address	Telephone
City, Zip Code	Alternate Telephone
Email Address	Pesticide Certificate #

Signed: _____ Date: _____
Chair/President, County Board of Supervisors

PLEASE RETURN THIS FORM TO:

IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP
State Weed Commissioner
2230 South Ankeny Boulevard
Ankeny, IA 50023-9093

317.3 Weed commissioner -- standards for noxious weed control.

The board of supervisors of each county may annually appoint a county weed commissioner who may be a person otherwise employed by the county and who passes minimum standards established by the department of agriculture and land stewardship for noxious weed identification and the recognized methods for noxious weed control and elimination. The county weed commissioner's appointment shall be effective as of March 1 and shall continue for a term at the discretion of the board of supervisors unless the commissioner is removed from office as provided for by law. The county weed commissioner may, with the approval of the board of supervisors, require that commercial applicators and their appropriate employees pass the same standards for noxious weed identification as established by the department of agriculture and land stewardship. The name and address of the person appointed as county weed commissioner shall be certified to the county auditor and to the secretary of agriculture within ten days of the appointment. The board of supervisors shall fix the compensation of the county weed commissioner and deputies. In addition to compensation, the commissioner and deputies shall be paid their necessary travel expenses. At the discretion of the board of supervisors, the weed commissioner shall attend a seminar or school conducted or approved by the department of agriculture and land stewardship relating to the identification, control, and elimination of noxious weeds.

The board of supervisors shall prescribe the time of year the weed commissioner shall perform the powers and duties of county weed commissioner under this chapter which may be during that time of year when noxious weeds can effectively be killed. Compensation shall be for the period of actual work only although a weed commissioner assigned other duties not related to weed eradication may receive an annual salary. The board of supervisors shall likewise determine whether employment shall be by hour, day or month and the rate of pay for the employment time.

Prepared by Luke Maloney, Linn County Planning & Development
Return to Becky Shoop, Linn County Auditor's Office
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100
(319) 892-5300

LINN COUNTY ORDINANCE # _____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES, LINN COUNTY, IOWA
BY AMENDING PROVISIONS IN CHAPTER 12, ARTICLE II, FIRE CODE**

BE IT ENACTED by the Board of Supervisors, Linn County, Iowa:

SECTION 1. Chapter 12 of the Linn County Code of Ordinances is hereby amended as follows:

ARTICLE II. – Fire Code

State Law reference— Adoption by reference, I.C.A. § 331.302 (5)

Sec. 12-19. - International Fire Code adopted, title.

Except as hereafter added to deleted, modified or amended, there is hereby adopted as the fire code of the county that certain code known as the International Fire Code, 2021 edition, as published by the International Code Council, and shall be known as the "Linn County Fire Regulations."

(Code 2006, § 32.1; Ord. No. 7-6-2015, § 32.1, 6-17-2015)

Sec. 12-20. - Modifications of the International Fire Code.

Certain sections, and portions of sections, of the International Fire Code, 2021 edition (hereinafter IFC) are hereby amended, deleted, modified or added as set forth below.

- (1) Title. Insert the following into IFC section 101.1, Title: Linn County, Iowa.
- (2) Permits. Delete IFC section 105, Permits, in its entirety, and delete all references to permits required under section 105 as contained in subsequent chapters of the IFC.
- (3) Board of appeals. Delete IFC section 111, Board of Appeals, and add the following:

Section 109. Board of Appeals.

Section 111.1. Board of Appeals. The Linn County Building Board of Appeals, as established in the Linn County Building Regulations, article II of chapter 105 of the Linn County Code of Ordinances, shall hear and decide appeals of orders, decisions or

determinations made by the building official relative to the application and interpretation of this code.

Section 111.2. Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The authority of the board in hearing appeals is limited to the technical provisions of the code related to the design, construction, use and maintenance of buildings and other structures including alternative methods and materials. The board shall have no authority relative to interpretation of the administrative provisions of this code nor shall the board be empowered to waive requirements of this code.

Section 111.3. Appeal Fee. Nominal fee for an appeal to the building board of appeals shall be in accordance with the fee schedule as established by resolution by the county board of supervisors.

- (4) Violation penalties. Delete IFC section 112.4, Violation Penalties, and add the following:

Section 112.4. Violation Penalties. Any person, firm corporation or entity who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be subject to enforcement and penalties in accordance with article II of chapter 1 of the Linn County Code of Ordinances.

112.4.1. Abatement of Violation. In addition to the imposition of the penalties herein described, the building official is authorized to institute appropriate action to prevent unlawful construction or to restrain, correct or abate a violation; or to prevent illegal occupancy of a structure or premises.

- (5) Failure to comply. Delete IFC section 112.4, Failure to Comply, and add the following:

Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties in accordance with article II of chapter 1 of the Linn County Code of Ordinances.

- (6) Fire code official. Modify section 202, General Definitions, by deleting the definition for ~~fire chief~~ and fire code official and adding the following definitions:

Fire code official. The building official or other designated authority charged with the administration and enforcement of this code, or any duly authorized representative.

(Code 2006, § 32.2; Ord. No. 7-6-2015, § 32.2, 6-17-2015)

Sec. 12-21. - Limitations of regulations.

The fire regulations shall not apply within the limits of any incorporated city or town unless otherwise provided.

(Code 2006, § 32.3; Ord. No. 7-6-2015, § 32.3, 6-17-2015)

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

SECTION 3. 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 4. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 5. 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 20 day of December 2021.

Second consideration on the 22 day of December 2021.

Third and final passage on the 28 day of December 2021.

Published in the Gazette on the 1 day of January 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

Prepared by Luke Maloney, Linn County Planning & Development
Return to Becky Shoop, Linn County Auditor's Office
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100
(319) 892-5300

LINN COUNTY ORDINANCE # _____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES, LINN COUNTY, IOWA
BY AMENDING PROVISIONS IN CHAPTER 105, ARTICLE II, CONSTRUCTION REGULATIONS**

BE IT ENACTED by the Board of Supervisors, Linn County, Iowa:

SECTION 1. Chapter 105 of the Linn County Code of Ordinances is hereby amended as follows:

ARTICLE II. – Construction Regulations

State Law reference— State building code, I.C.A. § 103A.1 et seq.

Sec. 105-16. - International construction codes adopted, title.

Except as hereinafter added to, deleted, modified or amended, there is hereby adopted as the construction regulations of the county the certain codes known as the International Building Code, 2021 edition, including appendix K titled Administrative Provisions, the International Residential Code, 2021 edition, including appendix F titled Passive Radon Gas Controls as prepared and edited by the International Code Council, Inc. and the provisions of said codes shall be controlling in the construction of buildings and other structures and in all matters covered by said codes within the jurisdictional limits of the county and shall be known as the "county construction regulations."

(Ord. No. 9-6-2015, § 3.1, 6-17-2015)

Sec. 105-17. - Amendments to the International Building Code and the International Residential Code.

Certain sections, and portions of sections, of the International Building Code, 2021 edition (hereinafter IBC), and the International Residential Code for One- and Two-Family Dwellings, 2021 edition (hereinafter IRC) are hereby amended, deleted, modified or added to as set forth below.

- (1) Name of jurisdiction. In the IBC 101.1 and the IRC R101.1, in place of "Name of Jurisdiction" insert Linn County, Iowa.
- (2) IRC work exempt. Amend IRC Section R105.2, Work Exempt from Permit, Building, by deleting items 1. One-story detached accessory structures; 3. Retaining walls; and 10. Decks; and adding the following:

R105.2. Work Exempt from Permit, Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet.

3. Retaining walls not over six feet high unless supporting a surcharge.

10. Unattached decks not exceeding 200 square feet in area, that are not more than 30 inches above grade at any point, that does not contain any unusual load, and/or roof-

- (3) IBC work exempt. Amend IBC Section 105.2, Work Exempt from Permit, Building, by deleting item 4. Retaining walls; and adding the following:

105.2. Work Exempt from Permit, Building:

4. Retaining walls not over six feet high and not supporting a surcharge or impounding Class I, II, or III liquids.

- (4) Substantially improved/substantially damaged. Delete IRC R105.3.1.1, Substantially Improved or Substantially Damaged Existing Buildings and Structures, without substitution.
- (5) Expiration. Modify IBC 105.5 and IRC R105.5, Expiration, by adding new Sections 105.5.1 and R105.5.1 respectively as follows:

105.5.1, R105.5.1. Expiration. Every building permit issued under the provisions of the Code shall expire 12 months from the date of issue, unless the application is accompanied by a construction schedule of specific longer duration, in which instance the permit may be issued for the term of the construction schedule. If the work has not been completed by the expiration date of the permit, no further work shall be done until the permit shall have been renewed by the owner or his agent and by payment of a renewal fee as set forth in the county building division permit fee schedule as adopted by resolution of the county board of supervisors, and provided no changes have been made in plans or location. No permit shall be renewed more than once. Renewal of the permit shall be granted for an additional period of 12 months beginning at the original permit expiration date. The nominal permit renewal fee shall be set by resolution of the board of supervisors. Work not complete at the expiration of 24 months from the original permit issuance date shall require a new permit with fees based on the valuation of all uncompleted work.

- (6) Post frame buildings. Add IBC 107.6 and IRC R106.6, Post Frame Buildings, as follows:

107.6 And R106.6. Post Frame Buildings. All pole frame buildings shall be designed and constructed by the following guidelines:

Exception. Pole buildings satisfying all of the following requirements are exempt from the engineering certification of plans required in this section:

- (i) Floor area of 1,000 square feet or less.
- (ii) Eave height of 12 feet or less.
- (iii) Pole spacing of eight feet or less

107.6.1 and R106.6.1. Plans. Plans shall be drawn to a scale of not less than one-fourth-inch per foot and include: Floor plan with dimensions, pole locations and spacing, footing sizes, door sizes and locations; section drawing showing footings, poles, sidewall girts, roof purlins, headers, siding, roofing, and details; and elevation views of all four sides of building.

107.6.2 and R106.6.2. Engineering. Plans shall be certified by a licensed, professional engineer and shall bear the engineer's seal and signature. The engineer's certification block shall specify the pages or sheets covered by the seal.

107.6.3 and R106.6.3. Building Design Criteria. The following shall appear on engineer certified plans: Building design in accordance with the 2021 International Building Code; 30 PSF ground snow load; 115 MPH Wind Design Speed; Exposure C (generally open terrain with scattered obstructions); 2000 PSF assumed soil bearing (unless a soils report shows otherwise). Exposure C will be assumed unless it can be demonstrated that the building site meets the definition of Exposure B (suburban and wooded areas with numerous closely spaced obstructions).

107.6.4 and R106.6.4. Trusses. Submit truss design drawings certified by a licensed, professional engineer. Drawings shall indicate that the design and connectors are in accordance with the 2021 International Building Code and indicate the applicable design criteria from Section 107.6.3 or R106.6.3 above.

- (7) Fees. Delete IBC 109.2 and IRC R108.2, Schedule of Permit Fees, and add the following sections:

109.2 and R108.2. Schedule of Fees. For work requiring a permit, a fee for each permit shall be paid as required in accordance with the permit fee schedule as established by resolution of the county board of supervisors.

109.2.1. Plan Review Fees. When plans or other submittal documents are required by section 106, a plan review fee shall be paid at the time of submitting plans and specifications for review. Said plan review fee shall be in addition to the permit fee and in accordance with the permit fee schedule as established by resolution of the county board of supervisors.

109.2.2 and R108.2.1. Re-Inspection Fee. A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work for which inspection is called is not complete or when corrections called for are not made.

Re-inspection fees may be assessed when the inspection card is not posted or otherwise available on the work site, the property and building address are not properly posted and the location of the inspection cannot be readily ascertained, the approved plans are not readily available to the inspector, for failure to provide access at the time for which inspection is requested, or for deviating from plans requiring the approval of the building official.

The re-inspection fee shall be in accordance with the permit fee schedule as established by resolution by the county board of supervisors.

- (8) Valuation. Add a new IBC Section 109.3.1 and IRC Section R108.3.1 as follows:

109.3.1 and R108.3.1. Valuation. Valuation for the purpose of establishing permit fees for new construction, additions or alterations to existing buildings shall be determined by the building official, based on the most current ICC Building Valuation Data, with reference to the county valuation schedule and submitted documents.

- (9) Work commencing before permit issuance. Delete IBC 109.4 and IRC R108.6, Work Commencing Before Permit Issuance, and add the following sections:

109.4 and R108.6. Work Commencing Before Permit Issuance. Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, an investigation fee in addition to the permit fee shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code for the entire project commenced and shall not be limited to the amount of the work completed prior to being informed of the permit requirements. The payment of the investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

- (10) Board of appeals. Delete IBC 113 and IRC R112, Board of Appeals, and replace with the following:

113.1 and R112.1. General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be a building board of appeals consisting of five members, none of whom are employees of the county. One member shall be a registered architect or licensed engineer in the state; one member shall be a general construction contractor; one member shall be a journeyman carpenter; and two members shall be private citizens, all of whom shall be residents of the county. The building official or the building official's duly authorized representative shall be an ex officio member without vote and shall act as secretary of the board. Each appointment or new appointment shall be for a term of three years, with the terms of not more than two members to expire December 31 of any one year.

The building board of appeals shall be appointed by the board of supervisors, and shall serve without compensation, except mileage. The board shall adopt reasonable rules and regulations for conducting its business and shall render all decisions and findings in writing to the building official for appropriate distribution and filing. The building board of appeals shall make recommendations from time to time to the board of supervisors for appropriate legislation with respect to the building regulations. Nominal fee for appeal to the board of appeals shall be set by resolution of the board of supervisors.

113.2, R112.2 and 108.2.1. Limitations on Authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The authority of the board in hearing appeals is limited to the technical provisions of the code related to the design, construction, use and maintenance of buildings and other structures including alternative methods and materials. The board shall have no authority relative to interpretation of the administrative provisions of this code nor shall the board be empowered to waive requirements of this code.

- (11) Climatic and geographic design criteria. Insert climatic and geographic design criteria in IRC Table R301.2 (1) as follows:

Table R301.2 (1) Climatic and Geographic Design Criteria

Ground Snow Load	Wind Design				Seismic Design Category	Subject to Damage from			Winter Design Temp	Ice Barrier Underlayment Required	Flood Hazards		Air Freezing Index	Mean annual temp
	Speed (MPH)	Topographic Effects	Special Wind Region	Wind Borne Debris Zone		Weathering	Frost Line Depth	Termite			NFIP ADOPTION	FIRM MAPS		
30 PSF	115	NO	No	No	A	Severe	42"	Moderate-Heavy	-5°F	YES	Dec 15 1982	July 20, 2021	1784	48.9

- (12) Ground snow loads. Delete IBC 1608.2, Ground Snow Loads, and replace with the following:
- 1608.2. Ground Snow Loads. The ground snow load to be used in determining the design snow loads for roofs shall be 30 pounds per square foot.

(13) Fire protection of floors. Delete R302.13 without substitution.

(14) Delete IRC Section R302.5.1, opening protection, and replace with a new section R302.5.1, as follows:

Openings from a private garage directly into a room used for sleeping shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 1 3/8 inches in thickness, solid or honeycomb-core steel doors not less than 1 3/8 inches in thickness or 20-minute fire-rated doors.

(15) Glazing adjacent to doors. Delete IRC Section R308.4.2 and replace with a new Section R308.4.2as follows:

Glazing in an individual fixed or operable panel adjacent to a door where the nearest vertical edge of the glazing is within a 24-inch arc of either vertical edge of the door in a closed position and where the bottom exposed edge of the glazing is less than 60 inches above the floor or walking surface shall be considered to be a hazardous location.

Exceptions:

1. Decorative glazing.
2. Where there is an intervening wall or other permanent barrier between the door and the glazing.
3. Where access through the door is to a closet or storage area 3 feet or less in depth.
4. Glazing that is adjacent to the fixed panel of patio doors.

(16) Risers. Add Exception 3 to IRC R311.7.5.1, Risers, as follows:

Exceptions: 3. In order to facilitate the removal of snow and ice, the opening between adjacent treads is not limited on exterior stairs exposed to precipitation.

(17) Window fall protection. Delete IRC R312.2 without replacement.

(18) IRC fire sprinkler systems. Delete IRC R313, Automatic Fire Sprinkler Systems, and replace with the following:

R313. Automatic Fire Sprinkler Systems.

R313.1. Townhouse Automatic Fire Sprinkler Systems. An automatic residential fire sprinkler system shall be installed throughout all attached townhouse dwelling units when any of the following conditions exist:

1. The townhouses are constructed in a group of more than four attached units.
2. Any individual townhouse dwelling unit of a structure with four or fewer attached townhouses has a floor area greater than 4,000 square feet on any one story or greater than 8,000 square feet of total floor area for all stories, excluding non-habitable areas separated from the rest of the building by a minimum of one-hour fire-resistive construction and containing smoke or heat detection interconnected with the dwelling unit smoke detectors.

Exception: An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing townhouses that do not have an automatic residential fire sprinkler system installed.

R313.1.1. Design and Installation. Automatic residential fire sprinkler systems for townhouses shall be designed and installed in accordance with NFPA 13D or Section P2904.

R313.2. One- and Two-Family Dwellings Automatic Fire Sprinkler Systems. Automatic residential fire sprinkler systems shall be installed in one- and two-family dwellings when the following condition exists:

1. The one- or two-family dwelling has a floor area greater than 4,000 square feet on any one story or greater than 8,000 square feet of total floor area for all stories, excluding non-habitable areas separated from the rest of the building by a minimum of one-hour fire-resistive construction and containing smoke or heat detection interconnected with the dwelling unit smoke detectors.

Exception: An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing one- and two-family dwellings that do not have an automatic residential fire sprinkler system installed.

R313.2.1. Design and Installation. Automatic residential fire sprinkler systems for one- and two-family dwellings shall be designed and installed in accordance with NFPA 13D or Section P2904.

R313.3. Alternative Methods. Maximum floor area square footages of Sections R313.1 and R313.2 may be increased by 25 percent for buildings or floors containing more than one egress door as specified in Section R311.2 or more than one vertical egress as specified in Section R311.4 or other approved alternate methods of building occupant egress enhancement.

- (19) Foundation drainage systems. Delete IBC 1805.4.3, Drainage, and replace with a new section 1805.4.3 and adding a new IRC section R401.3.1, as follows:

1805.4.3/R401.3.1. Drainage Discharges. The floor base and foundation perimeter drain shall discharge by gravity or mechanical means into an approved drainage system that complies with the following:

(a) Sump pit located inside building. Exception: Sump pit may be omitted if drainage tile can be designed with natural fall and drain on same property if approved by the building official.

(b) For each sump pit installed, a pump discharge pipe shall be provided running continuous from a point directly outside the sump pit to a storm sewer, waterway or other approved discharge location.

(c) Pump discharge pipe shall be installed as per the requirements of the county plumbing code with connections to a storm sewer, waterway or other approved discharge location.

(d) Installation of sump pump if one is found by the building official to be necessary. It shall be equipped to automatically provide for discharge of sump pit water outside the basement wall and discharge as allowed elsewhere in this code.

FPN: A sump pump will be considered to be necessary if water inside the sump pit will not recede to a level four inches or more below the lowest basement floor surface by gravity or absorption into the earth within a reasonable period of time.

(e) The outlet line from the sump pump shall discharge a minimum of two feet from the outside foundation wall.

(f) Where groundwater conditions warrant, the building official may require additional drainage tile as may be deemed necessary.

- (20) Frost protection. Modify IRC R403.1.4.1, Frost Protection, by deleting all exceptions and adding the following:

R403.1.4.1. Exception 1. Slab-On-Grade Foundation. One-story detached accessory buildings of wood or steel frame construction, 1,250 square feet in area or less, may have a concrete slab-on-grade foundation without frost protection. The slab-on-grade shall be a minimum of four inches thick reinforced concrete and shall be thickened at its entire perimeter to a minimum cross section dimension of ten inches wide by ten inches high. The thickened portion shall have continuous reinforcing with a minimum of one number 4 reinforcing bar at the top and bottom. Reinforcement of the slab shall be six-inch by six-inch welded wire mesh or a minimum of number 4 reinforcing bars not greater than 24 inches on center both directions and such reinforcing shall extend into the thickened portion. The slab shall be cast monolithically with the thickened portion. Foundations supporting wood light frame construction shall extend not less than six inches above finish grade and have eaves not more than ten feet above grade. A foundation under this section shall not support other than light frame construction. The vertical distance from the top of the slab-on-grade foundation to the lowest point at the base shall not exceed 24 inches. No plumbing shall be located in buildings with slab on grade foundations without frost protection. Stone and masonry veneer shall not be applied to exterior walls supported by slab-on-grade foundations.

- (21) Foundation drainage, concrete or masonry foundations. Delete the Exception to IRC R405.1, Concrete or Masonry Foundation Drainage, without replacement.
- (22) Sewer depth. Delete IRC P2603.5.1, Sewer Depth, without substitution.
- (23) Accessibility. Delete IBC chapter 11 in its entirety and replace with the following:
IBC chapter 11. Buildings or portions of buildings shall be accessible to persons with disabilities as required by 661-302 of the State of Iowa Administrative Code.
- (24) Energy Efficiency. Delete Chapter 11 of the IRC in its entirety and insert in lieu thereof insert the following:
Chapter 11, section N1101. Energy efficiency for the design and construction of buildings regulated by this code shall be as required by 661-303 of the State of Iowa Administrative code.
- (25) Energy Efficiency. Delete Chapter 13 of the IBC in its entirety and insert in lieu thereof insert the following:
Chapter 13, section 1301. Energy efficiency for the design and construction of buildings regulated by this code shall be as required by 661-303 of the State of Iowa Administrative code.
- (26) Part VII Plumbing, Chapters 25 thru 33 inclusive of the IRC. Delete IRC Part VII chapters 25 thru 33 and insert the following:
Part VII, Chapter 25 section P2501 General. Section P2501. P2501.1 Scope. Plumbing systems shall comply with Chapter 105, article V, of the Linn County Code Of ordinances.
- (27) Part VIII Electrical, Chapters 34 thru 43 inclusive of the IRC. Delete IRC Part VIII chapters 34 thru 43 and insert the following:
Part VIII, Chapter 34 section E3401 General. Section E3401. E3401.1 Scope. Electrical systems shall comply with Chapter 105, article III, of the Linn County Code of ordinances.
- (28) Section K103.2 of the IBC. Work exempt from permit. Delete Section K103.2 in the IBC and insert in lieu thereof the following:
Section K103.2 Work exempt from permit. See section 105.2 in both the IRC and IBC.
- (29) Section K106.5 of the IBC. Add a new Section K106.5 as follows:

Section K106.5 Energy Connections; An electrical system or equipment regulated by this code for which a permit is required shall not be connected to a source of energy or power until approved by the building official.

- (30) Section K106.6 of the IBC. Add a new Section K106.6 as follows:

Section K106.6 Temporary Energy Connections. The building official may authorize the temporary connection of the electrical system or equipment to the source of energy or power for the purpose of testing the equipment, or for use under a temporary certificate of occupancy.

- (31) Delete IBC Section K111.4.

(Ord. No. 9-6-2015, § 3.2, 6-17-2015)

Sec. 105-18. - Limitations of regulations.

The provisions I.C.A. § 331.304 provide exemptions from the application of building regulations.

(Ord. No. 9-6-2015, § 3.3, 6-17-2015)

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

SECTION 3. 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 4. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 5. 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 20 day of December 2021.

Second consideration on the 22 day of December 2021.

Third and final passage on the 28 day of December 2021.

Published in the Gazette on the 1 day of January 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

Prepared by Luke Maloney, Linn County Planning & Development
Return to Becky Shoop, Linn County Auditor's Office
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100
(319) 892-5300

LINN COUNTY ORDINANCE # _____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES, LINN COUNTY, IOWA
BY AMENDING PROVISIONS IN CHAPTER 105, ARTICLE V, PLUMBING**

BE IT ENACTED by the Board of Supervisors, Linn County, Iowa:

SECTION 1. Chapter 105 of the Linn County Code of Ordinances is hereby amended as follows:

Chapter 105 – BUILDINGS AND BUILDING REGULATIONS
ARTICLE V. - PLUMBING

Sec. 105-66. - Plumbing Code Adopted.

Except as hereafter modified, that certain plumbing code known as the latest version of the State Plumbing Code; Iowa Administrative Code Rule 641–25.1(105) to 641-25.3(105), and Iowa Administrative Code sub rules 25.4(2) to 25.4(9)"d" adopting and amending the Uniform Plumbing Code 2021 edition which code is hereby specifically incorporated by reference and shall be known as the "Linn County Plumbing Code". The provisions of said Plumbing Code shall be controlling in the erection, installation, alterations, additions, repair, relocation, replacements, maintenance or use of any plumbing system within the corporate limits of the County.

(Ord. No. 10-6-2015 § 5.1, 6-17-2015)

Sec. 105-67. – Conflicts

If conflicts arise in requirements with regards to specifications of materials or methods between portions of this code, between this code and other local codes or between this code and applicable State or Federal requirements, the more stringent shall apply.

Sec. 105-68. - Modifications of the Uniform Plumbing Code—Certain sections and portions of sections of the Uniform Plumbing Code, 2021 edition, hereinafter UPC, are hereby amended or modified as set forth below.

- (1) Delete UPC Section 104.3.2, Plan Review Fees, in its entirety without substitution.
- (2) Modify UPC Section 104.4.3, Expiration.

Section 104.4.3. Expiration. A permit issued by the authority having jurisdiction under the provisions of this code shall expire by limitation and become null and void where the work authorized by such permit is not commenced within 180 days from the date of such permit, or where the work authorized by such permit is suspended or abandoned at a time after the work has commenced for a period of 180 days. Before such work is recommenced, a new permit shall first be obtained to do so, provided no changes have been made or will be made in the original construction documents for such work, and provided further that such suspensions or abandonment has not exceeded one year.

Every permit issued under the provisions of this code shall expire one year from the date of issue unless the application is accompanied by a construction schedule of specific longer duration, in which instance, the permit may be issued for the term of the construction schedule. If the work has not been completed by the expiration of the permit, the permittee shall submit a permit application for the work remaining and pay the new permit fee.

- (3) Delete Table 104.5, Plumbing Permit Fees, and add the following:

Table 104.5. The plumbing permit and inspection fee schedule titled Table 104.5 shall be set by resolution of the board of supervisors.

- (4) Delete UPC Section 106.3, Penalties, and add the following,

Section 106.3. Penalties. Any person who fails to comply with the provisions of this code or who fails to carry out an order made pursuant to this code or violates any condition attached to a permit, approval or certificate shall be subject to enforcement and penalties in accordance with article II of chapter 1.

- (5) Delete UPC Section 107.0, Board of Appeals, and add the following:

Section 107.0. Board of Appeals.

107.1. General. In order to hear and decide appeals of any order, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be a plumbing board of appeals consisting of five members, none of whom are employees of the county. One member of said board of appeals shall be a licensed master plumbing contractor; one member shall be a licensed journeyman plumber; one member shall be a general construction contractor; one member shall be a registered architect or graduate mechanical engineer; and one member shall be a private citizen; all of whom shall be residents of the county. The building official or the building official's duly authorized representative shall be an ex officio member without vote and shall act as secretary of the board.

The plumbing board of appeals shall be appointed by the board of supervisors, and shall serve without compensation, except mileage. Each appointment or re-appointment shall be for a term of three years, with the terms of not more than two members to expire December 31 of any one year. The board shall adopt reasonable rules and regulations for conducting its investigations and shall render all decisions and findings in writing to the building official for appropriate distribution and filing. The plumbing board of appeals shall make recommendations from time to time to the board of supervisors for appropriate legislation with respect to the plumbing regulations.

Nominal fee for appeal to the board of appeals shall be set by resolution of the board of supervisors.

107.2. Limitations on Authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The board shall have no authority to waive requirements of this code.

Sec. 105-69. – Licensing.

- (a) *Licensing.* The examination, qualification, and licensing of plumbing contractors, plumbers, and the registration of apprentice plumbers shall be in accordance with state law.
- (b) *License required.*
 - (1) No person shall engage in the business of contracting, planning or supervising plumbing work as regulated by these plumbing regulations within the jurisdiction of the county, unless such person is licensed by the state and has obtained a permit therefor from the Building Official according to the provisions of these plumbing regulations.
 - (2) No person shall perform plumbing work as regulated by these county plumbing regulations, unless said person is authorized or licensed by state law and a permit has been obtained from the Building Official for the work.

(Ord. No. 10-6-2015, § 5.3, 6-17-2015)

Sec. 105-69. - Limitations of regulations.

The provisions of I.C.A. § 331.304 provide exemptions from the application of plumbing regulations.

(Ord. No. 10-6-2015, § 5.4, 6-17-2015)

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

SECTION 3. 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 4. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 5. EFFECTIVE DATE. This ordinance shall be in effect January 1, 2022 after its final passage, approval and publication as provided by law.

Public hearing and first consideration on the 20 day of December, 2021

Second consideration on the 22 day of December, 2021

Third and final passage on the 28 day of December, 2021

Published in the Gazette on the 1 day of January, 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

Prepared by Luke Maloney, Linn County Planning & Development
Return to Becky Shoop, Linn County Auditor's Office
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100
(319) 892-5300

LINN COUNTY ORDINANCE # _____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES, LINN COUNTY, IOWA
BY AMENDING PROVISIONS IN CHAPTER 105, ARTICLE, IV MECHANICAL SYSTEMS**

BE IT ENACTED by the Board of Supervisors, Linn County, Iowa:

SECTION 1. Chapter 105 of the Linn County Code of Ordinances is hereby amended as follows:

ARTICLE IV. - MECHANICAL SYSTEMS

Sec. 105-46. - Codes adopted.

Except as hereinafter added to, deleted, modified or amended, there is hereby adopted as the Mechanical Code of the County that certain Mechanical Code known as the 2021 State Mechanical Code as adopted in Iowa Administrative Code 641-61 adopting the *International Mechanical Code, 2021 Edition*, as prepared and published by the International Code Council, which code is hereby specifically incorporated by reference and shall be known as the Linn County Mechanical Code. The provisions of said Mechanical Code shall be controlling in the erection, installation, alteration, repair, relocation, replacement, addition to, use, maintenance or removal of heating, ventilation, cooling or refrigerating systems, incinerators or other miscellaneous heat-producing or refrigerating appliances and in all matters covered by said Mechanical Code within the corporate limits of the County.

(Ord. No. 8-6-2015, § 4.1, 6-17-2015)

Sec. 105-47. – Conflicts

If conflicts arise in requirements with regards to specifications of materials or methods between portions of this code, between this code and other local codes or between this code and applicable State or Federal requirements, the more stringent shall apply.

Sec. 105-48. - Modifications of the State mechanical code.

Certain sections and portions of sections of the State Mechanical Code are hereby amended, deleted, modified or added to as more specifically set forth in the following sections of this chapter.

- (1) ADOPTION BY REFERENCE. Amend Section 641-61.2(105) of the State Mechanical Code as follows:

641—61.2(105) Adoption by reference. The provisions of the International Mechanical Code, 2021 edition, Chapter 1 thru 15 as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478, are hereby adopted by reference as the requirements for the design, installation, maintenance, alteration, and inspection of mechanical systems that are permanently installed and utilized to provide control of environmental conditions and related processes within buildings and premises in Iowa.

- (2) Name of jurisdiction. Insert the following into IMC Section 101.1, Title: Linn County, Iowa.
- (3) Expiration. Delete IMC Section 106.4.3 and 106.4.4 , Extensions, and replace them with the following:

IMC 106.4.3Expiration. Every permit issued under the provisions of the code shall expire 12 months from the date of issue, unless the application is accompanied by a construction schedule of specific longer duration, in which instance the permit may be issued for the term of the construction schedule. If the work has not been completed by the expiration date of the permit, no further work shall be done until the permit shall have been renewed by the owner or his agent and by payment of a renewal fee as set forth in the county building division permit fee schedule as adopted by resolution of the county board of supervisors, and provided no changes have been made in plans or location. No permit shall be renewed more than once. Renewal of the permit shall be granted for an additional period of one year (12 months) beginning at the original permit expiration date. The nominal permit renewal fee shall be set by resolution of the board of supervisors. Work not complete at the expiration of 24 months from the original permit issuance date shall require a new permit with fees based on the valuation of all uncompleted work.

- (3) Fees. Delete IMC Sections 109.2, 109.3, 109.4, 109.5 and replace them with the following:

IMC 109.2. Schedule of Fees. For work requiring a permit, a fee for each permit shall be paid as required in accordance with the permit fee schedule as established by resolution of the board of supervisors.

IMC 109.3. Valuation. Valuation for the purpose of establishing permit fees for new construction, additions or alterations to existing buildings shall be determined by the building official with reference to the county valuation schedule and submitted documents.

IMC 109.4. Work Commencing Before Permit Issuance. Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, an investigation fee in addition to the permit fee shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code for the entire project commenced and shall not be limited to the amount of the work completed prior to being informed of the permit requirements. The payment of the investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

IMC 109.5. Re-Inspection Fee. A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work for which inspection is called is not complete or when corrections called for are not made.

Re-inspection fees may be assessed when the inspection card is not posted or otherwise available on the work site, the property and building address are not properly posted and the location of the inspection cannot be readily ascertained, the approved plans are not readily available to the inspector, for failure to provide access at the time for which inspection is requested, or for deviating from plans requiring the approval of the building official.

The re-inspection fee shall be in accordance with the permit fee schedule as established by resolution by the county board of supervisors.

- (4) Means of appeal. Delete IMC Section 114, Means of Appeal, and add the following:

Section 114. Board of Appeals.

114.1. Mechanical Board of Appeals. In order to hear and decide appeals of order, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be a mechanical board of appeals consisting of five members, none of whom are employees of the county. One member of said board of appeals shall be a licensed ducted air heating and cooling contractor; one member shall be a licensed hydronic heating and cooling contractor; one member shall be a licensed journeyman ducted air heating and cooling, hydronic heating and cooling or refrigeration installer; one member shall be a registered architect or graduate mechanical engineer; and one member shall be a private citizen; all of whom shall be residents of the county. The building official or the building official's duly authorized representative shall be an ex officio member without vote and shall act as secretary of the board.

The mechanical board of appeals shall be appointed by the board of supervisors, and shall serve without compensation, except mileage. Each appointment or re-appointment shall be for a term of three years, with the terms of not more than two members to expire December 31 of any one year. The board shall adopt reasonable rules and regulations for conducting its investigations and shall render all decisions and findings in writing to the building official for appropriate distribution and filing. The mechanical board of appeals shall make recommendations from time to time to the board of supervisors for appropriate legislation with respect to the mechanical regulations.

Nominal fee for appeal to the board of appeals shall be set by resolution of the board of supervisors.

114.2. Limitations on Authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The board shall have no authority to waive requirements of this code.

114.3. Timeline for Appeal. Appeals must be received by the planning and development department within 30 days of the order, decision, or determination of the building official.

- (5) Violation penalties. Delete IMC Section 115.4, Violation Penalties, and add the following:

115.4. Violation penalties. Any person who fails to comply with the provisions of this code or who fails to carry out an order made pursuant to this code or violates any condition attached to a permit, approval or certificate shall be subject to enforcement and penalties in accordance with article II of chapter 1.

(Ord. No. 8-6-2015, § 4.2, 6-17-2015)

Sec. 105-48. - Licensing.

- (a) *State licensing law.* The examination, qualification, and licensing of mechanical contractors shall be in accordance with state laws.

(b) *License required.*

- (1) No person shall engage in the business of contracting, planning or supervising heating, ventilating, cooling, refrigeration or other mechanical work as regulated by these mechanical regulations within the jurisdiction of the county, unless such person is licensed with the state in the appropriate category and has obtained a permit therefor from the building official according to the provisions of these mechanical regulations.
- (2) No person shall perform mechanical work as regulated by these county mechanical regulations, unless said person is authorized or licensed by state law and a permit has been obtained from the Building Official for the work.

(Ord. No. 8-6-2015, § 4.3, 6-17-2015)

Sec. 105-49. - Limitations of regulations.

The provisions of I.C.A. § 331.304 provide exemptions from the application of mechanical regulations.

(Ord. No. 8-6-2015 § 4.4, 6-17-2015)

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

SECTION 3. 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 4. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 5. 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 20 day of December 2021.

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Third and final passage on the 28 day of December 2021.

Published in the Gazette on the 1 day of January 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

AMENDMENT #1 TO:
Contract for Provision of Services
August 16, 2021 - August 16, 2023
Linn County Community Services
and
Waypoint Services

III. Purpose Statement & Terms of Agreement:

ORIGINAL STATEMENT:

"The Administrative Agent will pay the Contractor not to exceed \$122,243 for call center/ resource and referral staffing to be the point of entry for Linn County residents applying for the Linn County Emergency Rental Assistance Program (ERA) for the first year of the grant. Staffing needs past year one will be assessed and modified as needed. Waypoint call center staff funded through this contract will screen calls for eligibility for the Linn County Emergency Rent Assistance Program. The Resource Referral Specialist will work with applicants that do not have access to internet or may struggle to provide necessary documentation for the ERA program.

Personnel Expenses

1 FTE Resource Referral Specialist staff	\$40,940
2 FTE Coordinated Entry staff	\$75,120
Laptops (3 staff)	\$ 5,100
Desk phones \$30.07/month per staff x 3 staff	\$ 1,083

Total Staff Expenses: \$122,243"

AMENDED AS FOLLOWS:

The Administrative Agent will pay the Contractor not to exceed \$122,243 for call center/resource and referral staffing to be the point of contact for Linn County residents applying for Emergency Rental Assistance through the State of Iowa. Waypoint call center staff funded through this contract will screen calls for eligibility for Emergency Rental Assistance and guide them to the State of Iowa program. The Resource Referral Specialists will work with applicants that do not have access to internet or may struggle to navigate the application process for the State of Iowa rental assistance program.

Contractor is authorized to increase staffing needs to allow for an additional Resource Referral Specialist at the per annum cost below and the addition of 1 Laptop at a cost not to exceed \$1,700. The Desk phone reimbursement is to be modified to per staff @ \$32.19 / month x 4 staff. Total Personnel Expenses not to exceed cumulative expenditures of \$122,243 for the entire project.

ORIGINAL STATEMENT:

- a. "The Contractor will perform the services described above starting on August 16, 2021 when the Linn County ERA Program begins."

AMENDED AS FOLLOWS:

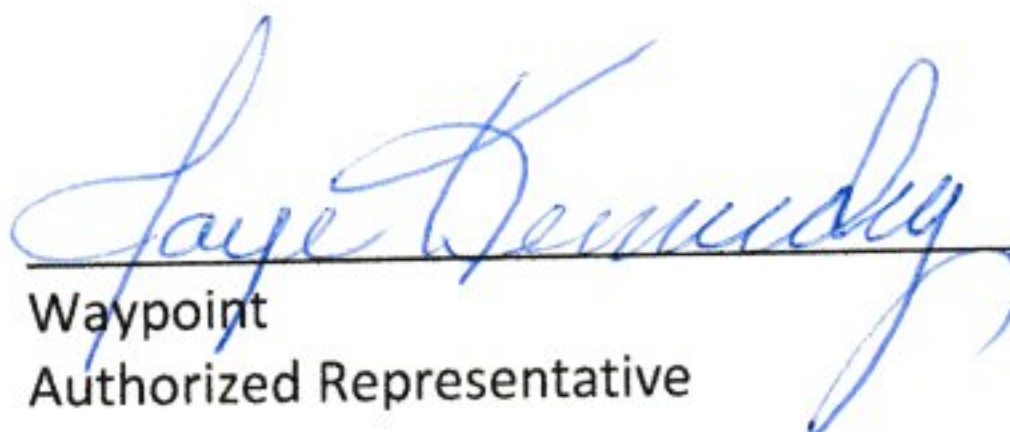
- a. The Contractor will perform the amended services described above starting on January 1, 2022 when the Linn County ERA Program ceases processing of applications due to exhaustion of direct rental assistance payment funds.

For Administrative Agent

Linn County Board of Supervisors
Board Chair

Date

For Contractor



Waypoint
Authorized Representative

12-23-21

Date

ERA2 SUBAWARD AGREEMENT

Federal Awarding Agency: U.S. Department of the Treasury

Federal Award Number: ERAE0149

Assistance Listing (CFDA): 21.023 Emergency Rental Assistance

Federal Award Date: May 19, 2021

Subaward Number: ERA2-2021-004

Pass-Through Entity (PTE):	Subrecipient:
Linn County Community Services	Willis Dady Emergency Shelter, Inc.
1240 26 th Ave Court SW	1247 4 th Ave SE
Cedar Rapids, IA 52404	Cedar Rapids, IA 52403
	DUNS #: 806859187
Subaward Budget Period Start date: 11/15/2021 End date: 4/30/2022	
Period of Performance Start date: 11/15/2021 End date: 4/30/2022	
Amount of federal funds obligated by this action: \$200,000.00	
Total amount of the federal funds obligated to the subrecipient: \$200,000.00	
Total amount of the federal funds committed to the subrecipient: \$200,000.00	
Project Title: Linn County Overflow Shelter – Homeless Housing Stability Services	
Is Project for Research & Development? ☐ Yes ☒ No	

1. Purpose.

The purpose of this Agreement is to set forth the terms and conditions under which Linn County ("County") will provide Emergency Rental Assistance ("ERA2") grant funding ("Subaward") to **Willis Dady Emergency Shelter, Inc.** ("Subrecipient") for reimbursement of staffing expenses as follows:

Anticipated Total Compensation Costs for staff:	\$170,000
Administrative Costs - not to exceed:	\$30,000

Total Expenditure not to exceed allowable housing stability services allocation of \$200,000.

This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa and federal regulations.

Subrecipient's performance under this Agreement is subject to the applicable requirements published in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Title 2 of the United States Code of Federal Regulations (C.F.R.) part 200 hereinafter referred to as the "Uniform Guidance."

2. Term of Agreement.

This Agreement shall be effective upon full execution by the Parties (the "Effective Date") and shall terminate upon 1) Linn County Winter Overflow Shelter has closed or 2) All clients seeking shelter have been successfully housed or (3) when the maximum allowable funds have been allocated or (4) subrecipient agreement termination, whichever comes first.

3. Grant Funding.

The Subrecipient shall use the Subaward solely for personnel/staffing and administrative costs and shall provide the following:

- a. The Subrecipient is required to have all staff paid from this contract complete the required trainings as deemed necessary by the County as it is available and necessary. Subrecipient may bill for onboarding and training prior to November 15, 2021 as part of personnel costs.
- b. Housing stability and case management services will be offered to all clients with the goal of identifying and permanently housing clients experiencing literal homelessness.
- c. At least three paid staff members during all times that the facility is open.
- d. Staff will ensure all residents receive a cot, blanket, and pillow upon entry.
- e. Staff will ensure that the safety and well-being of the residents and other staff is of the foremost importance.
- f. Other expectations as set out in the Memorandum of Understanding.

COVID-19 Specific Requirements and Expectations:

- g. Staff will ensure all residents are wearing their masks when inside the building or while outside and not socially distancing.
- h. All commonly used surfaces will be disinfected at least 4 times per evening.

4. Reporting and Invoicing.

The Subrecipient shall submit invoices and or detailed reports to account for expenditure of funds to the County on a monthly basis, but no less than quarterly.

Invoices and Quarterly Reports shall be submitted to:

Linn County Community Services
Attn: Ashley Balias, Director of Community Outreach & Assistance
1240 6th Ave Court SW
Cedar Rapids, IA 52404

Ashley.balius@linncountyiowa.gov

The County will reimburse the Subrecipient within 14 business days upon receiving an invoice.

Consistent with Uniform Guidance (2 C.F.R. §200.328), the Subrecipient shall provide the County with quarterly reports and a close-out report. These reports shall include the number of unique clients who received Housing Stability and case management services during the reporting period.

Due dates for the quarterly reports to be:

Quarter	Reporting Period	Submission Deadline
Q4 2021	Oct. 1, 2021 - Dec. 31, 2021	January 5, 2021
Q1 2022	Jan. 1, 2022 - Mar. 31, 2022	April 5, 2022
Q2 2022	April 1, 2022 – June 30, 2022	July 5, 2022

The County may request additional information from the Subrecipient, as needed, to meet any additional guidelines regarding the use of ERA2 funds that may be established by the US Treasury during the scope of this Agreement.

As required by Uniform Guidance (2 C.F.R. §200.415(a)), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

5. Section 501 Reporting Requirements.

The Subrecipient acknowledges that Linn County is subject to reporting requirements as set out in Section 501 (g) REPORTING REQUIREMENTS. The Subrecipient agrees to provide required information to Linn County and to cooperate with and assist the County in complying with the reporting requirements.

6. Section 501 Data Privacy and Security Requirements.

The Subrecipient shall follow data privacy and security requirements that

- a. Include appropriate measures to ensure that the privacy of individuals and households is protected;

- b. Provide that the information described at paragraph (1), Section 501 (g) REPORTING REQUIREMENTS, including any personally identifiable information, is collected and used only for the purpose of submitting reports as described at paragraph (1), Section 501 (g) REPORTING REQUIREMENTS; and
- c. Provide confidentiality protections for data collected about any individuals who are survivors of intimate partner violence, sexual assault, or stalking. This may include requiring background checks for all staff.

7. Monitoring.

Subrecipient shall permit the County to monitor the Subrecipient, including:

- a. Reviewing financial and performance reports required by the County.
- b. Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Subaward provided to the Subrecipient from County detected through audits, on-site reviews, and other means.
- c. Issuing a management decision for audit findings pertaining to the Subaward provided to the Subrecipient from the County as required by 2 C.F.R. §200.521 Management decision.

8. Maintenance of Records.

The Subrecipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the County or its designees, the State, and the US Treasury for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the Subrecipient was reimbursed for unallowable costs under this Agreement or any, the Subrecipient agrees to promptly reimburse the County for such payments upon request.

9. Events of Default.

The occurrence of any one or more of the following events shall constitute cause for either party to declare the other in default of its obligations under this Agreement:

- a. A breach of any term of this Agreement;
- b. A material failure of the Subrecipient to make substantial and timely progress toward performance of the Agreement
- c. Failure to comply with applicable federal, state and local laws, rules, ordinances, regulations, guidance, and orders when performing with the scope of this Agreement.
- d. Any report required by this Agreement have not been submitted to the County or have been submitted with incorrect, incomplete, or insufficient information

- e. Engaging in conduct that has or may expose the other Party to liability

10. Notice of Default.

The County shall issue a written notice of default providing therein a thirty (30) day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the default remains, the County may exercise any one or more of the following remedies outline in paragraph 9, either concurrently or consecutively.

11. Remedies.

If an Event of Default occurs, the County may:

- a. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from Subrecipient to determine the reasons for the extent of non-compliance or lack of performance;
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
 - iii. Advise the Subrecipient to suspend, discontinue or refrain from incurring cost for any activity in question
- b. Temporarily withhold cash payment pending correction of the deficiencies
- c. Disallow all or part of the cost of the activity or action not in compliance
- d. Require that the Subrecipient refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds
- e. Recommend suspension or debarment proceedings by U.S. Treasury
- f. Terminate this agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination.

12. Termination.

The County may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material.

The County may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar day prior written notice.

The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

13. Conflicts of Interest.

Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. §200.318 (c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient must disclose in writing to the U.S. Treasury or through the County as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. §200.12.

Subrecipient agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement

14. Modification.

Neither this Agreement nor any documents incorporated by reference in connection with this Agreement may be changed, waived, discharged or terminated, except in writing with the consent of both parties.

15. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

16. Notices

Whenever this Agreement requires or permits any notice or written request by on part to another, it shall be in writing, enclosed in an envelope, addressed to the party to be notified at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed and deposited in the United States Mail, as Certified Mail, Return Receipt Requested. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The County will rely the mailing and email addresses of the Subrecipient as set forth heretofore, as modified from time to time.

17. Defense and Indemnification.

Subrecipient agrees to defend, indemnify, and hold the County, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Subrecipient, its officers, directors, employees, and/or agents relating to the Subrecipient's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

18. Severability.

The parties acknowledge and agree that if any paragraph, provision, or term of this agreement is deemed illegal or void by any court or any other appropriate authority, the remaining provisions of this agreement shall remain in full force and effect.

19. Status of Subrecipient.

Nothing in this contract constitutes an employment relationship between the Subrecipient staff and the County. Subrecipient staff are not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan offered to employees of the County. Nothing in this contract prevents Subrecipient staff from working with others during the length of this Agreement.

Subrecipient shall determine the method, details, and means of performing the work and services to be provided by Subrecipient under this Agreement. Subrecipient shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Subrecipient in fulfillment of this Agreement. Subrecipient has control over the manner and means of performing the services under this Agreement. Subrecipient is permitted to provide services to others during the same period service is provided to County under this Agreement.

20. Assignment.

Subrecipient agrees that this Agreement nor any of the rights, interest, or obligations in it shall be assigned by Subrecipient either whole or in part without the prior written consent of the County.

21. Entire Agreement.

This agreement constitutes the entire agreement between the parties for Linn County Overflow Shelter – Homeless Housing Stability Services and shall be binding upon true successors and assignees of the parties to this agreement.

22. Compliance with Applicable Law and Regulations.

The Subrecipient declares that to its best knowledge, it has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

The Subrecipient and its employees shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Agreement, including but not limited to all of the following:

- a. Section 501;

- b. Treasury guidance, including but not limited to, U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions (“Treasury Guidance”), the most recent revision of which is dated August 25, 2021;
- c. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- d. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- e. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- f. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
- g. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- h. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- i. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- j. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- k. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;

- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

23. Publications.

Subrecipient agrees that any publications produced with funds from this award must display the following language:

"This project is being supported, in whole or in part, by federal award number ERAE0149 awarded to Linn County by the U.S. Department of the Treasury."

24. Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes:

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court of grand jury; and/or
- g. A management official or other employee of Linn County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

25. Seat Belt Use.

Linn County encourages the Subrecipient to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company owned, rented, or personally owned vehicles.

26. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Linn County encourages the Subrecipient to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

27. Advice of Attorney.

The parties acknowledge and agree that they have carefully read and have had an opportunity to review with legal counsel all the provisions of agreement, and that they have voluntarily executed this agreement of their own free will, act and deed.

28. Certification Regarding Government-Wide Restrictions on Lobbying.

The Contractor certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Contractor, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

29. Eligibility.

Subrecipient certifies that neither it nor its principals is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or Contractor. The Excluded Parties List System can be found at <https://www.sam.gov/>.

30. Acknowledgements.

The parties acknowledge and agree that they have carefully read and have had an opportunity to review with legal counsel all the provision of this Agreement, that they

completely understand the terms and conditions as set forth in the Agreement, and that they have voluntarily executed this Agreement of their own free will, act, and deed.

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below:

Dated this 4 day of January, 2022

BOARD OF SUPERVISORS

LINN COUNTY, IOWA

Board Chair

Date

SUBRECIPIENT:

WILLIS DADY EMERGENCY SHELTER, INC



Authorized Representative

1/4/2022

Date

