

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

LinnCounty.org

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Wednesday, September 29, 2021

11 a.m.

Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA**Call to Order****Pledge of Allegiance****Public Comment: Five Minute Limit per Speaker**

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

Consent Agenda

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

Reports**Resolutions**

Resolution to approve a Residential Parcel Split for Owens Farm Split Addition, case JPS21-0007.

Resolution to approval a final plat for Skoron Addition, case JF21-0018

Resolution approving Rural Land Use Plan Map Amendment, case JA21-0006, request of Ron Skoronski, Skoron LLC, property owner, to change the map designation for approximately .54 acres located at 4214 Indian Boundary Road from CNRA (Critical Natural Resource Area) to RRD3 (Rural Residential Development 3-Acre Area).

Resolution to approve a final plat for Wilder First Addition, case JF21-0013.

Contract and Agreements

Approve and sign Shared Road Maintenance and Snow & Ice Control Agreement between Linn County and the City of Alburnett.

Approve and authorize Chair to sign a Shared Road Maintenance and Snow & Ice Control Agreement between Linn County and the City of Palo.

Approve and authorize Chair to sign a Shared Road Maintenance and Snow & Ice Control Agreement between Linn County and the City of Walker.

Approve and authorize Chair to sign an Iowa CNP Agreement Number 578012 between Linn County Community Services/Child Development Center and the State of Iowa Department of Education Bureau of Nutrition and Health Services for the period of October 1, 2021 through September 30, 2022.

Approve and authorize Chair to sign PO # 171 for \$41,800.00 to Racom Corporation for 20 Portable Radios for the Sheriff's Office.

Award bid and approve purchase order PO172 for regulatory signs to Vulcan, Inc. in the amount of \$13,235.24.

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

Covid 19 update by Public Health

Third and final consideration of Ordinance Amendment, rezoning case JR21-0007, request of Staco Corp, property owner, to rezone 35.0 acres located in the 400 Block of Wilder Drive, from the AG (Agricultural) zoning district to the RR2 (Rural Residential 2-Acre) zoning district.

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

Correspondence

Appointments

Adjournment

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

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING A RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of Owens Farm Split Addition (Case # JPS21-0007) to Linn County, Iowa, containing two (2) lots, numbered lot 1 and lettered lot A has been filed for approval, a subdivision of real estate located in the SENE of Section 8, Township 83 North, Range 8 West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the Northwest Corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ said Section 8; Thence N87°57'30"E 630.63 feet along the North line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ said Section 8; Thence S00°36'29"E 240.80 feet; Thence S87°57'30"W 200.63 feet; Thence S00°36'29"E 112.48 feet; Thence S87°57'30"W 430.00 feet to the west line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ said Section 8; Thence N00°36'29"W 353.29 feet along the west line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ said Section 8 to the point of beginning.

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

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

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of March 17, 2021 as last amended on April 19, 2021 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

1. Entrance permit required for new entrances and existing unpermitted entrances, Sec.11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. One entrance per parcel is allowed. An additional access may be allowed with justification and permit.
2. Dedication of road right-of-way, County Standard Specifications, Section 5. Forty feet of right-of-way on Clinton Road adjacent to development shall be dedicated to the County for road purposes.
3. Road agreement with conditions applicable to residential parcel split cases. County Standard Specifications, Section 1.

IOWA DEPARTMENT OF TRANSPORTATION

1. Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT

1. Existing sewage disposal system must have one of the following completed: If the property ownership is being transferred and does not qualify for one of the DNR exemptions, a Time of Transfer inspection must be performed by a certified septic contractor. The report must be submitted to this department. If the property is not transferring ownership, the septic must be reviewed by Linn County Public Health for compliance with Linn County Code of Ordinances Chapter 10, Article VI Private Sewage Disposal Systems.

NATURAL RESOURCES CONSERVATION SERVICE

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

LINN COUNTY CONSERVATION DEPARTMENT

No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT

No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT – ZONING DIVISION

1. All side and rear yard setbacks must be met for all structures involved in this proposal.
2. Various revisions to the site plan and final plat.
3. Prior to approval of the final plat, the owner must sign an "Acceptance of Conditions" form. The "Acceptance of Conditions" form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
4. This plat lies within the 2-mile jurisdiction of the City of Cedar Rapids, and as per the 28E Agreement between the City and the County, will require City approval or a waiver of the right to review.
5. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
6. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.
7. One original and 3 complete copies of the final plat bound documents that must include the following:
 - (i) Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
 - (ii) Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
 - (iii) Surveyor's certificate
 - (iv) Auditor's certificate
 - (v) Resolution of the Planning and Zoning Commission
 - (vi) Resolution of the Board of Supervisors
 - (vii) Resolution of approval or waiver of review by applicable municipalities
 - (viii) Treasurer's certificate
 - (ix) Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the Unified Development Code.
 - (x) Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
 - (xi) Three (3) copies of the surveyor's drawing
 - (xii) A covenant for a secondary road assessment
8. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before **APRIL 19, 2022** as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f), of the Unified Development Code.

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

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by September 29, 2022 to be valid.

Passed and approved this 29th day of September, 2021

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Engineer

Brad Ketels, Engineer

State of Iowa)
) SS
County of Linn)

I, Joel Miller, County Auditor of Linn County, Iowa, hereby certify that at a regular meeting of the said Board of Supervisors, the foregoing resolution was duly adopted by a vote of:

___ Aye ___ Nay ___ Abstain ___ Absent

Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, _____.

on this _____ day of _____, 2021.

Notary Public State of Iowa

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING A FINAL PLAT

WHEREAS, a final plat of Skoron Addition (Case #JF21-0018) to Linn County, Iowa, containing five (5) lots, numbered Lot 1, lettered Lot A, Lot B, Lot C and Outlot A, has been filed for approval, a subdivision of real estate located in the NWNE of Section 20, Township 85 North, Range West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the Southwest Corner of the Northwest Quarter of the Northeast Quarter of Section 20, Township 85 North, Range 8 West of the Fifth Principal Meridian; thence N0°37'41 "W along the west line of said Northeast Quarter, 1328.10 feet to the North Quarter Corner of said Section 20; thence N88°36'40"E along the north line of said Northeast Quarter, 1246.04 feet to the Northwest Corner of Parcel A, Plat of Survey No. 2551; thence S0°27'45"E, 368.40 feet to the Southwest Corner of said Parcel A; thence S48°11'39"W along the northwesterly right of way of Lewis Access Road, 1480.00 feet to the south line of the Northwest Quarter of said Northeast Quarter; thence N88°34'27"E along said south line, 564.30 feet; thence N41 °48'21 "W along the southeasterly right of way of said Lewis Access Road, 205.60 feet; thence N48°11 '39"E along said southeasterly right of way, 999.46 feet to the west line of Wachal's First Addition to Linn County, Iowa; thence S0° 15'01 "E along said west line, 804.28 feet to said south line of the Northwest Quarter of the Northeast Quarter; thence S88°34'27"W along said south line, 1306.89 feet to the point of beginning.

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

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

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of July 21, 2021 as last amended on August 16, 2021 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

1. Entrance permit required for new entrances and existing unpermitted entrances, Sec.11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. Lot 1 and Outlot A are each allowed one access and a second with justification. Preferred access locations are Cedar Heights Road for Lot 1 and Indian Boundary Road for Outlot A.
2. Dedication of road rights-of-way, County Standard Specifications, Section 5. Forty feet of right-of-way on Indian Boundary Road, Bayou Lane, and Cedar Heights Road adjacent to development shall be dedicated to the County for road purposes.
3. Road agreement with conditions similar to final plat cases. County Standard Specifications, Section 1.
4. Entrance permits and E-911 address signs to be applied for at Linn County Secondary Road Department, 319-892-6400.

IOWA DEPARTMENT OF TRANSPORTATION

1. Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT

No conditions to be met.

NATURAL RESOURCES CONSERVATION SERVICE

1. Land disturbance greater than 1 acre in size, not associated with agricultural crop production, will require a NPDES permit granted by the Iowa Department of Natural Resources.
2. Submit erosion and sediment control plan for review and acceptance.
3. Submit a site plan showing potential location of home, septic, and water on lots, if applicable.

LINN COUNTY CONSERVATION DEPARTMENT

No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT

No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT - ZONING DIVISION

1. Various revisions to the site plan and final plat.
2. Prior to approval of the final plat, the owner must sign an "Acceptance of Conditions" form. The "Acceptance of Conditions" form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
3. This plat lies within the 2-mile jurisdiction of the City of Center Point As per Chapter 354 of the Code of Iowa, a certified resolution by any municipality that has authority to review the plat to either approve the plat or waive its right to review must be provided.
4. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
5. The remaining land of the parent parcel will result in less than 35 acres. Either combine the remaining land by deed restriction to total 35 acres or more, or include the remaining land as part of the final plat. If included as a part of the final plat, the lot will be non-buildable until brought into conformance with the Linn County UDC.
6. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.
7. The final plat bound documents must be approved by the Linn County Board of Supervisors on or before **AUGUST 16, 2022** as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f) of the UDC.
8. One original and 3 complete copies of the final plat bound documents that must include the following:
 - i. Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
 - ii. Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
 - iii. Surveyor's certificate
 - iv. Auditor's certificate
 - v. Resolution of the Planning and Zoning Commission
 - vi. Resolution of the Board of Supervisors
 - vii. Resolution of approval or waiver of review by applicable municipalities
 - viii. Treasurer's certificate

- i. Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the UDC.
- ii. Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
- iii. Twelve original signed plat drawings
- iv. A covenant for a secondary road assessment

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

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by September 29, 2022 to be valid.

Passed and approved this 29th day of September, 2022

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Engineer

Brad Ketels, Engineer

State of Iowa)
) SS
County of Linn)

I, Joel Miller, County Auditor of Linn County, Iowa, hereby certify that at a regular meeting of the said Board of Supervisors, the foregoing resolution was duly adopted by a vote of:

___ Aye ___ Nay ___ Abstain ___ Absent

Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, _____.

on this _____ day of _____, 2021.

Notary Public State of Iowa

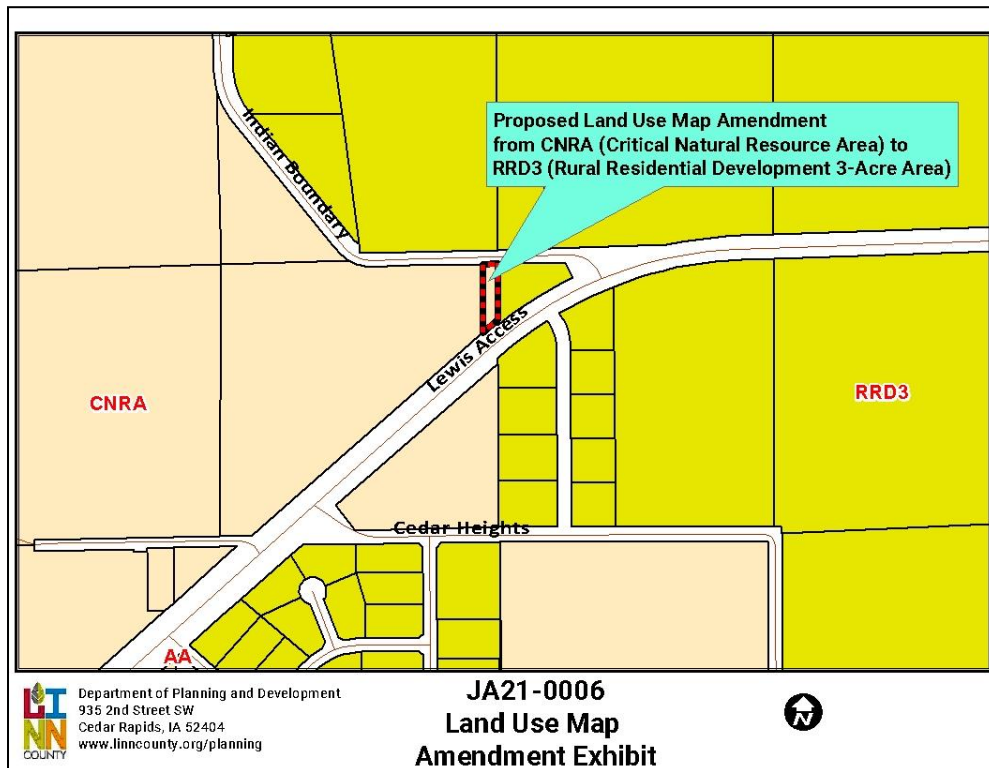
Prepared by Jessie Black
Linn County Planning & Development
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100
(319) 892-5130
Return to Becky Shoop, Auditor's Office

LINN COUNTY RESOLUTION # _____

**AN AMENDMENT TO THE LINN COUNTY
2000 RURAL LAND USE MAP**

BE IT RESOLVED by the Board of Supervisors, Linn County, Iowa, that the following amendment, Case JA21-0006, be made to the Rural Land Use Map of the Linn County Comprehensive Plan, dated July 19, 2013:

Amend the Rural Land Use Map designation from CNRA (Critical Natural Resource Area) to RRD3 (Rural Residential Development 3-Acre Area) on the Linn County Rural Land Use Plan Map as shown below.



Passed and approved this 29th day of September, 2021

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

State of Iowa)
) SS
County of Linn)

I, Joel Miller, County Auditor of Linn County, Iowa, hereby certify that at a regular meeting of the said Board of Supervisors, the foregoing resolution was duly adopted by a vote of:

___ Aye ___ Nay ___ Abstain ___ Absent

Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, _____,

on this _____ day of _____, 2021.

Notary Public State of Iowa

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING A FINAL PLAT

WHEREAS, a final plat of Wilder First Addition (Case #JF21-0013) to Linn County, Iowa, containing five (5) lots, numbered Lot 1, Lot 2, Lot 3, Lot A and Lot B has been filed for approval, a subdivision of real estate located in Section 19, Township 83 North, Range West of the 5th P.M., Linn County, Iowa, described as follows:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 19; THENCE S88°43'25"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 356.06 FEET TO THE NORTHEAST CORNER OF PARCEL A, PLAT OF SURVEY NO. 2458 AS RECORDED IN BOOK 10761, PAGE 338 IN THE OFFICE OF THE LINN COUNTY, IOWA RECORDER AND THE POINT OF BEGINNING; THENCE CONTINUING S88°43'25"11E ALONG SAID NORTH LINE, 309.06 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE S0°14'04"W ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID NORTHEAST QUARTER, 2639.02 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE S0°02'55"W ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 40.02 FEET; THENCE N88°40'48"W ALONG THE NORTH BOUNDARY OF JERABEK'S FIRST ADDITION TO LINN COUNTY, IOWA AS RECORDED IN BOOK 1717, PAGE 40 IN THE OFFICE OF THE LINN COUNTY, IOWA RECORDER AND A WESTERLY EXTENSION THEREOF, 664.34 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE N0°07'31"E ALONG SAID WEST LINE, 40.26 FEET TO THE CENTER OF SAID SECTION 19; THENCE S88°39'33"E ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 66.01 FEET TO THE EAST RIGHT OF WAY OF WILDER DRIVE; THENCE N0°12'57"E ALONG SAID EAST RIGHT OF WAY, 2563.35 FEET TO THE SOUTH LINE OF SAID PARCEL A; THENCE S88°43'25"E ALONG SAID SOUTH LINE, 290.05 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL A; THENCE N0°12'57"E ALONG THE EAST LINE OF SAID PARCEL A, 75.01 FEET TO THE POINT OF BEGINNING.

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

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

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of June 16, 2021 as last amended on July 19, 2021 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

1. Entrance permit required for new entrances and existing unpermitted entrances, Sec.11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. Lot 1 shall be limited to a single shared access with 410 Wilder Drive. Lot 2 and Lot 3 shall be limited to one shared access.
2. Dedication of road right-of-way, County Standard Specifications, Section 5. Forty feet of right-of-way on Wilder Drive adjacent to development shall be dedicated to the County for road purposes.

3. Road agreement with conditions similar to final plat cases. County Standard Specifications, Section 1.
4. Entrance permits and E-911 address signs to be applied for at Linn County Secondary Road Department prior to entrance modifications, relocation, or construction (319-892-6400).

IOWA DEPARTMENT OF TRANSPORTATION

1. Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT

No conditions to be met.

NATURAL RESOURCES CONSERVATION SERVICE

1. Show approximate location of natural drainage ways and a note restricting building within the natural drainage way should be shown on the final plat. Contact the NRCS office for widths and building restriction requirements.
2. Land disturbance greater than 1 acre in size, not associated with agricultural crop production, will require a NPDES permit granted by the Iowa Department of Natural Resources.
3. Submit a site plan showing the potential location of proposed structures, septic systems and wells to NRCS office prior to approval.
4. Applicant shall complete and submit a Land Disturbing Affidavit to the Linn County Soil and Water Conservation District as required by Iowa Code.

LINN COUNTY CONSERVATION DEPARTMENT

No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT

No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT - ZONING DIVISION

1. Various revisions to the site plan and final plat.
2. Prior to approval of the final plat, the owner must sign an "Acceptance of Conditions" form. The "Acceptance of Conditions" form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
3. This plat lies within the 2-mile jurisdiction of the City of Cedar Rapids, and as per the 28E Agreement between the City and the County, will require City approval or a waiver of the right to review.
4. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
5. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.
6. All conditions of rezoning case JR21-0007 shall be met prior to approval of final plat bound copies. Rezoning case JR21-0007 will be finalized when final plat bound copies are ready to be approved by the Linn County Board of Supervisors.
7. One original and 3 complete copies of the final plat bound documents that must include the following:
 - i. Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads.
 - ii. Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
 - iii. Surveyor's certificate

- iv. Auditor's certificate
 - v. Resolution of the Planning and Zoning Commission
 - vi. Resolution of the Board of Supervisors
 - vii. Resolution of approval or waiver of review by applicable municipalities
 - viii. Treasurer's certificate
 - ix. Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the UDC..
 - x. Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
 - xi. Twelve original signed plat drawings
 - xii. A covenant for a secondary road assessment
8. The final plat bound documents must be approved by the Linn County Board of Supervisors on or before **JULY 19, 2022** as Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f) of the UDC.

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

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by September 29, 2022 to be valid.

Passed and approved this 29th day of September, 2021

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Engineer

Brad Ketels, Engineer

State of Iowa)
) SS
County of Linn)

I, Joel Miller, County Auditor of Linn County, Iowa, hereby certify that at a regular meeting of the said Board of Supervisors, the foregoing resolution was duly adopted by a vote of:

___ Aye ___ Nay ___ Abstain ___ Absent

Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, _____,

on this _____ day of _____, 2021.

Notary Public State of Iowa

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

**ROAD MAINTENANCE AND SNOW & ICE CONTROL AGREEMENT
CITY OF ALBURNETT AND
LINN COUNTY SECONDARY ROAD DEPARTMENT**

WHEREAS, for the benefit of the traveling public and the mutual benefit of the City of Alburnett, Iowa and Linn County, Iowa, and

WHEREAS, to effectively deal with common street and road maintenance problems which occur on shared portions and are considered to be of a normal and routine nature, to enhance consistency of related traffic control measures and to provide a more cost effective maintenance program, and

WHEREAS, to effectively deal with the common problem of snow removal and ice control on road surfaces and to promote the safer flow of traffic;

NOW THEREFORE, the City of Alburnett, Iowa (City) and Linn County, Iowa (County) herewith enter into agreement for maintenance and upkeep of roads and for snow and ice control on those roads as listed and shown on attached Exhibits and under the provisions hereinafter stated.

MAINTENANCE

The City shall provide normal and routine maintenance on County portions of roads indicated. The County shall provide normal and routine maintenance on City portions of roads indicated. For the purpose of this agreement normal and routine maintenance shall include the following work items as needed:

- minor ditch cleaning
- granular surface grading
- shoulder repair (No additional rock required)
- minor surface repairs such as crack sealing or pothole repair
- debris removal, illegal dumping clean up and dead animal disposal
- mowing – any and all mowing along County secondary roads shall be in accordance with Iowa Code 314.17
- tree and shrub removal (10' from the edge of the road, minimum)
- tree-trimming (16' vertical and 16' horizontal from the centerline of the road. All trimming to follow ANSI A-300 Pruning standards)
- pavement markings
- sweeping
- sign repairs
- minor bridge repair and culvert repair shall be the responsibility of the jurisdiction assigned that section of road

Each party shall control their maintenance operations as required by their respective policies and employees are to be covered by their own employer's insurance. It is the intent of this agreement that both parties shall act responsibly and promptly, taking into account its own rules and tempering its response according to type and severity of the maintenance issues that arise.

Normal and routine maintenance does not include the following work items:

- paving
- seal coating
- rock surfacing
- shoulder rock
- full depth patching and grading
- bridge and culvert rehabilitation or replacement
- weed control or eradication – all county roadside areas are included in Linn County's integrated roadside vegetation management plan

These work items are to be negotiated separately between either jurisdictions department heads or designees. If the proposed work exceeds \$5,000 a maintenance project agreement shall be completed and shall be approved by the respective Councils/Boards prior to completion of the work.

It shall be the responsibility of each jurisdiction to erect and maintain signs deemed appropriate within road segments where they have maintenance jurisdiction control.

Rock surfaced roads shall have 1,000 tons/mile of class A crushed stone surfacing meeting Iowa DOT specifications applied with this agreement and at 5 year intervals during the life of this agreement on all shared/100% owned roads. This may be owner jurisdiction or by paying actual cost to jurisdiction in charge.

Dust Control shall be permitted by the jurisdiction that has maintenance jurisdiction control. Residents who wish to obtain dust control must obtain a permit from the entity with maintenance jurisdiction control

Work within right-of-way permits must be applied for through the jurisdiction that has maintenance control and must follow said jurisdictions policies and standards. Entrance permits must be obtained through the jurisdiction where the property is located. Notification of approved entrance permits along shared roads must be forwarded to the jurisdiction that has maintenance control.

CONSTRUCTION

- Both jurisdictions shall approve plans and specifications before contracts are let or construction begins.
- The cost of all new construction, regardless of type, shall be borne based on jurisdictional limits.
- The planning and project administration of this construction shall be the responsibility of the jurisdiction that has the maintenance responsibility for the segment.
- A 7.5% project administration fee shall be included with the project invoice. The 7.5% fee applies to project costs within said jurisdiction.
- Each jurisdiction is to acquire rights-of-way within its own respective boundaries, as required.

The County and City as deemed necessary shall provide snow and ice control on the other's portion of the routes as listed and as shown on the attached. Each party shall control their operations as directed by their individual winter maintenance policies. It is the intent of this agreement that both parties shall act responsibly and promptly, taking into account their policy and the type, severity, and duration of the storm.

Requests for additional snow and ice control on roads within the incorporated area may be considered by the County, and the County shall be reimbursed from the City for the reasonable cost of this service. The requested additional work may be performed after the County has completed its regularly scheduled work outside of the incorporated area. The routes listed in this agreement may be reviewed periodically by the County and City.

Requests for additional snow and ice control on roads within the unincorporated area may be considered by the City, and the City shall be reimbursed from the County for the reasonable cost of this service. The requested additional work may be performed after the City has completed its regularly scheduled work inside the incorporated area. The routes listed in this agreement may be reviewed periodically by the County and City.

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.

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.

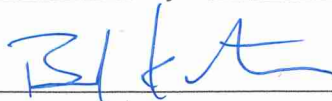
This agreement shall supersede any previous shared road maintenance and snow & ice control agreements and be in effect from the date of approval by the City Council and the Linn County Board of Supervisors and shall remain in effect until 30 days following either party providing a written notice for termination.

This agreement as hereby entered into by both parties is executed in three copies, either of which constitutes the original.

For the City of Alburnett, Iowa dated this 12th day of August, 2021 :

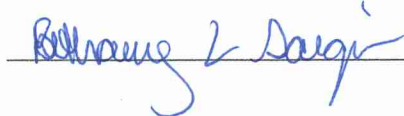
For Linn County, Iowa dated this _____ day of _____, 20____.

Reviewed by Linn County Engineer _____

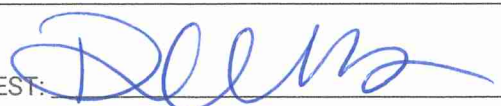


Brad Ketels, P.E.

CITY OF ALBURNETT, IOWA



Mayor

ATTEST: 
City Clerk

LINN COUNTY BOARD OF SUPERVISORS

Chairperson

Vice Chairperson

Supervisor

ATTEST: _____
Linn County Auditor

EXHIBIT A - Snow & Ice and Shared Road Maintenance Agreement

LINN COUNTY & CITY OF ALBURNETT

For services other than those listed below, the City will be billed for the cost of operations requested within its jurisdiction in accordance with the current rates (copy available from the Engineer's Office) and/or actual costs. Linn County will pay the City for any pre-approved assistance at actual cost.

The City may operate on County roads as required to augment county services, turn around and/or provide access to city facilities.

Linn County will provide snow & ice control and road maintenance on the following:

	Road Name	From	To	lane ft	Notes
1	Old Quass Road	Alburnett Road	West corporate limits	3566	
Total:				3566	

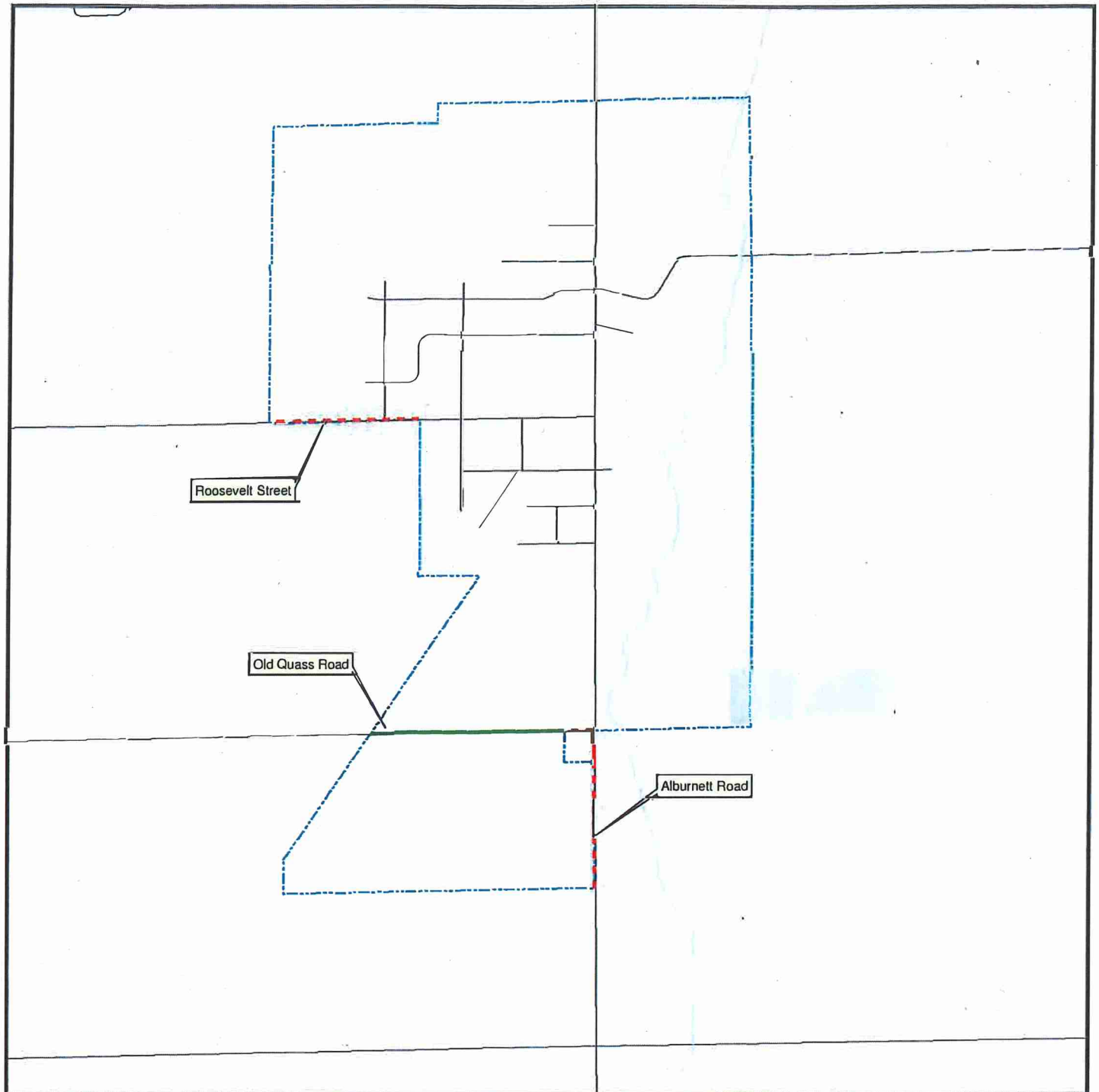
Alburnett will provide snow & ice control and road maintenance on the following:

	Road Name	From	To	lane ft	Notes
1	Roosevelt Street	shared jurisdiction		1275	
2	Alburnett Road	shared jurisdiction		1588	
Total:				2863	



Snow & Maintenance 28E Agreement

Linn County & City of Alburnett

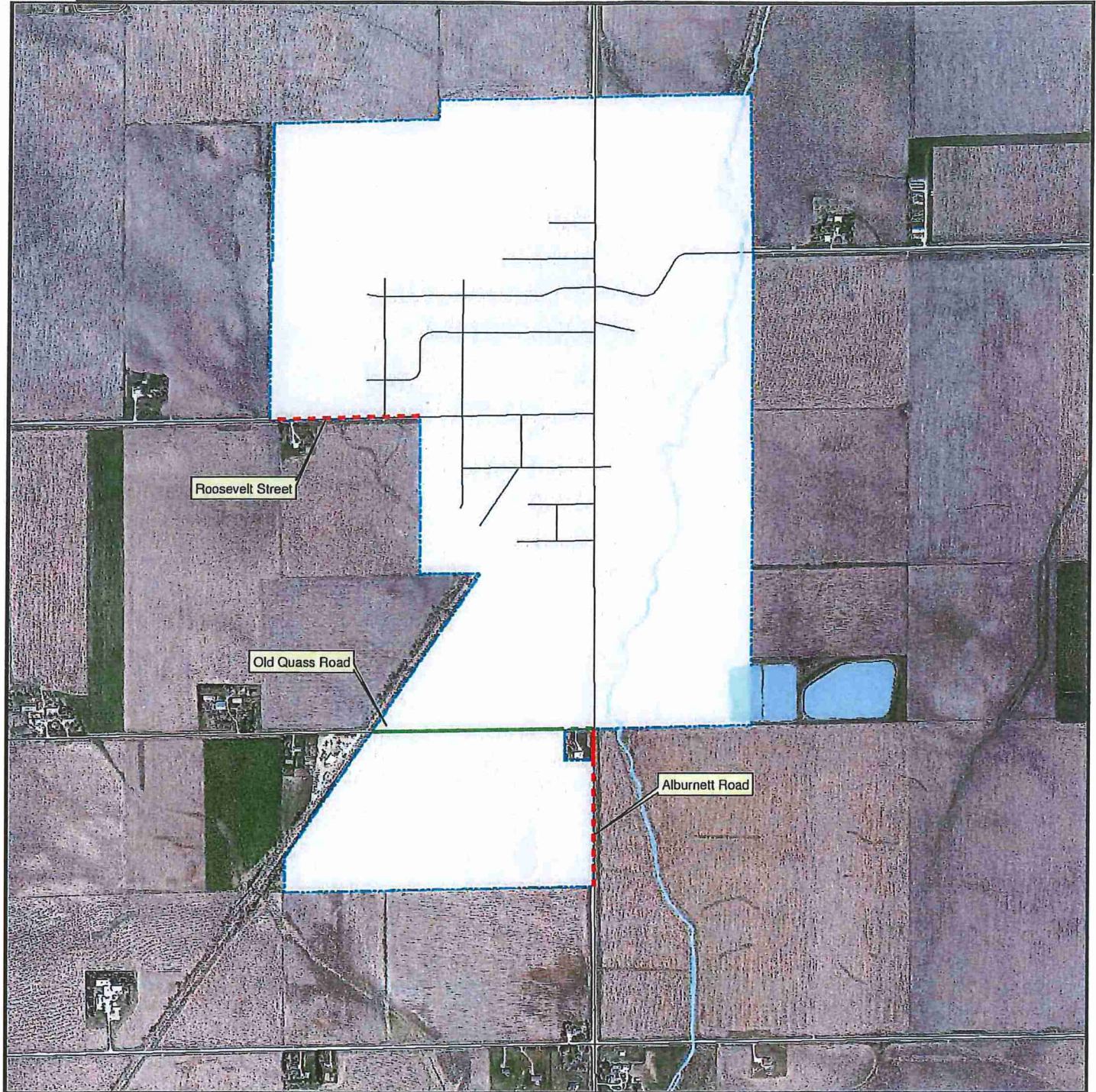


Responsible Jurisdiction	
Snow Removal & Maintenance	
	City of Alburnett (as per agreement)
	City of Alburnett (shared jurisdiction)
	Linn County (as per agreement)
	Linn County (shared jurisdiction)



Snow & Maintenance 28E Agreement

Linn County & City of Alburnett



Responsible Jurisdiction	
Snow Removal & Maintenance	
	City of Alburnett (as per agreement)
	City of Alburnett (shared jurisdiction)
	Linn County (as per agreement)
	Linn County (shared jurisdiction)

Resolution No. 092021D

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

ROAD MAINTENANCE AND SNOW & ICE CONTROL AGREEMENT CITY OF PALO AND LINN COUNTY SECONDARY ROAD DEPARTMENT

WHEREAS, for the benefit of the traveling public and the mutual benefit of the City of Palo, Iowa and Linn County, Iowa, and

WHEREAS, to effectively deal with common street and road maintenance problems which occur on shared portions and are considered to be of a normal and routine nature, to enhance consistency of related traffic control measures and to provide a more cost effective maintenance program, and

WHEREAS, to effectively deal with the common problem of snow removal and ice control on road surfaces and to promote the safer flow of traffic;

NOW THEREFORE, the City of Palo, Iowa (City/County) and Linn County, Iowa (County) herewith enter into agreement for maintenance and upkeep of roads and for snow and ice control on those roads as listed and shown on attached Exhibits and under the provisions hereinafter stated.

MAINTENANCE

The City shall provide normal and routine maintenance on County portions of roads indicated. The County shall provide normal and routine maintenance on City portions of roads indicated. For the purpose of this agreement normal and routine maintenance shall include the following work items as needed:

- minor ditch cleaning
- granular surface grading
- shoulder repair (No additional rock required)
- minor surface repairs such as crack sealing or pothole repair
- debris removal, illegal dumping clean up and dead animal disposal
- mowing – any and all mowing along County secondary roads shall be in accordance with Iowa Code 314.17
- tree and shrub removal (10' from the edge of the road, minimum)
- tree-trimming (16' vertical and 16' horizontal from the centerline of the road. All trimming to follow ANSI A-300 Pruning standards)
- pavement markings
- sweeping
- sign repairs
- minor bridge repair and culvert repair shall be the responsibility of the jurisdiction assigned that section of road

Each party shall control their maintenance operations as required by their respective policies and employees are to be covered by their own employer's insurance. It is the intent of this agreement that both parties shall act responsibly and promptly, taking into account its own rules and tempering its response according to type and severity of the maintenance issues that arise.

Normal and routine maintenance does not include the following work items:

- paving
- seal coating
- rock surfacing
- shoulder rock
- full depth patching and grading
- bridge and culvert rehabilitation or replacement
- weed control or eradication – all county roadside areas are included in Linn County's integrated roadside vegetation management plan

These work items are to be negotiated separately between either jurisdictions department heads or designees. If the proposed work exceeds \$5,000 a maintenance project agreement shall be completed and shall be approved by the respective Councils/Boards prior to completion of the work.

It shall be the responsibility of each jurisdiction to erect and maintain signs deemed appropriate within road segments where they have maintenance jurisdiction control.

Rock surfaced roads shall have 1,000 tons/mile of class A crushed stone surfacing meeting Iowa DOT specifications applied with this agreement and at 5 year intervals during the life of this agreement on all shared/100% owned roads. This may be owner jurisdiction or by paying actual cost to jurisdiction in charge.

Dust Control shall be permitted by the jurisdiction that has maintenance jurisdiction control. Residents who wish to obtain dust control must obtain a permit from the entity with maintenance jurisdiction control

Work within right-of-way permits must be applied for through the jurisdiction that has maintenance control and must follow said jurisdictions policies and standards. Entrance permits must be obtained through the jurisdiction where the property is located. Notification of approved entrance permits along shared roads must be forwarded to the jurisdiction that has maintenance control.

CONSTRUCTION

- Both jurisdictions shall approve plans and specifications before contracts are let or construction begins.
- The cost of all new construction, regardless of type, shall be borne based on jurisdictional limits.
- The planning and project administration of this construction shall be the responsibility of the jurisdiction that has the maintenance responsibility for the segment.
- A 7.5% project administration fee shall be included with the project invoice. The 7.5% fee applies to project costs within said jurisdiction.
- Each jurisdiction is to acquire rights-of-way within its own respective boundaries, as required.

The County and City as deemed necessary shall provide snow and ice control on the other's portion of the routes as listed and as shown on the attached. Each party shall control their operations as directed by their individual winter maintenance policies. It is the intent of this agreement that both parties shall act responsibly and promptly, taking into account their policy and the type, severity, and duration of the storm.

Requests for additional snow and ice control on roads within the incorporated area may be considered by the County, and the County shall be reimbursed from the City for the reasonable cost of this service. The requested additional work may be performed after the County has completed its regularly scheduled work outside of the incorporated area. The routes listed in this agreement may be reviewed periodically by the County and City.

Requests for additional snow and ice control on roads within the unincorporated area may be considered by the City, and the City shall be reimbursed from the County for the reasonable cost of this service. The requested additional work may be performed after the City has completed its regularly scheduled work inside the incorporated area. The routes listed in this agreement may be reviewed periodically by the County and City.

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.

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.

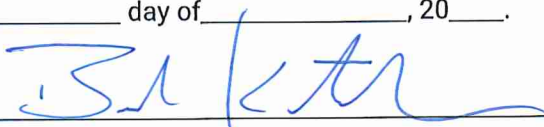
This agreement shall supersede any previous shared road maintenance and snow & ice control agreements and be in effect from the date of approval by the City Council and the Linn County Board of Supervisors and shall remain in effect until 30 days following either party providing a written notice for termination.

This agreement as hereby entered into by both parties is executed in three copies, either of which constitutes the original.

For the City of Palo, Iowa dated this 20 day of September, 2021.

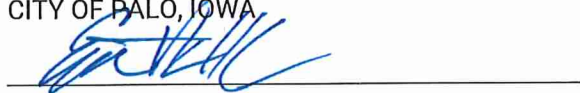
For Linn County, Iowa dated this _____ day of _____, 20____.

Reviewed by Linn County Engineer _____



Brad Ketels, P.E.

CITY OF PALO, IOWA



ATTEST:



LINN COUNTY BOARD OF SUPERVISORS

Chairperson

Vice Chairperson

Supervisor

ATTEST: _____

Linn County Auditor

EXHIBIT A - Snow & Ice and Shared Road Maintenance Agreement

LINN COUNTY & CITY OF PALO

For services other than those listed, the City will be billed for the cost of operations requested within its jurisdiction in accordance with the current rates (copy available from the Engineer's Office) and/or actual costs. Linn County will pay the City for any pre-approved assistance at actual cost.

The City may operate on County roads as required to augment county services, turn around and/or provide access to city facilities.

Linn County will provide snow & ice control and road maintenance on the following:

	Road Name	From	To	lane ft	Notes
1	Shellsburg Rd.	west end shared jurisdiction	Blairs Ferry Rd	2,606	Hard surfaced road
2	Covington Rd	southern city limits	Chain Bridge Rd	2,663	Hard surfaced road
3	Chain Bridge Rd.	Covington Rd	Linn Dr.	437	Hard surfaced road
4	Blairs Ferry Rd	eastern city limits	Palo Marsh Rd	3,270	Hard surfaced road
5	Palo Marsh Rd.	Blairs Ferry Rd	northern city limits	3,609	Hard surfaced road
6	Yates Rd	Covington Rd	city limits	110	Gravel surfaced road
Total				12,694	

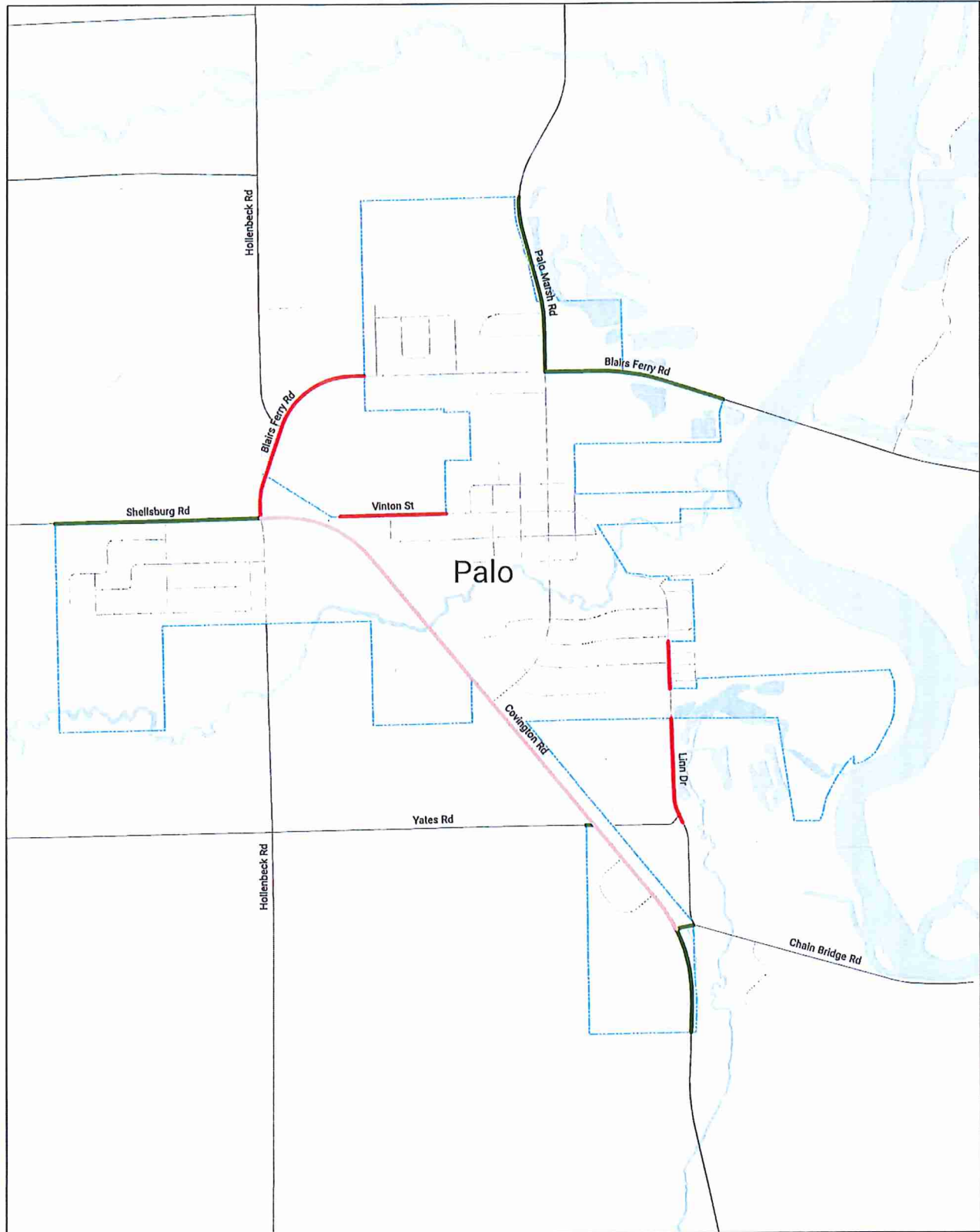
City of Palo will provide snow & ice control and road maintenance on the follow:

1	Covington Rd	Yates Rd	city limits (north of 1st St)	2,434	Primary Snow Response
2	Blairs Ferry Rd.	Shellsburg Rd	city limits	3,941	Hard surfaced road
3	Vinton St	railroad tracks	city limits	1,346	Hard surfaced road
4	Linn Dr.	city limits (North end of cemetary)	city limits (south end of cemetary)	598	Hard surfaced road
5	Linn Dr.	southern city limit	City of Palo lift station	1,342	Gravel surfaced road
Total:				9,661	



Snow & Maintenance 28E Agreement

Linn County & City of Palo



Responsible Jurisdiction

Snow Removal & Maintenance

- City of Palo Snow & Maintenance
- Linn County Snow & Maintenance
- City of Palo Maintenance & Primary Snow
(Linn County Secondary Snow)

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

**ROAD MAINTENANCE AND SNOW & ICE CONTROL AGREEMENT
CITY OF WALKER AND
LINN COUNTY SECONDARY ROAD DEPARTMENT**

WHEREAS, for the benefit of the traveling public and the mutual benefit of the City of Walker, Iowa and Linn County, Iowa, and

WHEREAS, to effectively deal with common street and road maintenance problems which occur on shared portions and are considered to be of a normal and routine nature, to enhance consistency of related traffic control measures and to provide a more cost effective maintenance program, and

WHEREAS, to effectively deal with the common problem of snow removal and ice control on road surfaces and to promote the safer flow of traffic;

NOW THEREFORE, the City of Walker, Iowa (City) and Linn County, Iowa (County) herewith enter into agreement for maintenance and upkeep of roads and for snow and ice control on those roads as listed and shown on attached Exhibits and under the provisions hereinafter stated.

MAINTENANCE

The City shall provide normal and routine maintenance on County portions of roads indicated. The County shall provide normal and routine maintenance on City portions of roads indicated. For the purpose of this agreement normal and routine maintenance shall include the following work items as needed:

- minor ditch cleaning
- granular surface grading
- shoulder repair (No additional rock required)
- minor surface repairs such as crack sealing or pothole repair
- debris removal, illegal dumping clean up and dead animal disposal
- mowing – any and all mowing along County secondary roads shall be in accordance with Iowa Code 314.17
- tree and shrub removal (10' from the edge of the road, minimum)
- tree-trimming (16' vertical and 16' horizontal from the centerline of the road. All trimming to follow ANSI A-300 Pruning standards)
- pavement markings
- sweeping
- sign repairs
- minor bridge repair and culvert repair shall be the responsibility of the jurisdiction assigned that section of road

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Normal and routine maintenance does not include the following work items:

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- seal coating
- rock surfacing
- shoulder rock
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- bridge and culvert rehabilitation or replacement
- weed control or eradication – all county roadside areas are included in Linn County's integrated roadside vegetation management plan

These work items are to be negotiated separately between either jurisdictions department heads or designees. If the proposed work exceeds \$5,000 a maintenance project agreement shall be completed and shall be approved by the respective Councils/Boards prior to completion of the work.

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Dust Control shall be permitted by the jurisdiction that has maintenance jurisdiction control. Residents who wish to obtain dust control must obtain a permit from the entity with maintenance jurisdiction control

Work within right-of-way permits must be applied for through the jurisdiction that has maintenance control and must follow said jurisdictions policies and standards. Entrance permits must be obtained through the jurisdiction where the property is located. Notification of approved entrance permits along shared roads must be forwarded to the jurisdiction that has maintenance control.

CONSTRUCTION

- Both jurisdictions shall approve plans and specifications before contracts are let or construction begins.
- The cost of all new construction, regardless of type, shall be borne based on jurisdictional limits.
- The planning and project administration of this construction shall be the responsibility of the jurisdiction that has the maintenance responsibility for the segment.
- A 7.5% project administration fee shall be included with the project invoice. The 7.5% fee applies to project costs within said jurisdiction.
- Each jurisdiction is to acquire rights-of-way within its own respective boundaries, as required.

The County and City as deemed necessary shall provide snow and ice control on the other's portion of the routes as listed and as shown on the attached. Each party shall control their operations as directed by their individual winter maintenance policies. It is the intent of this agreement that both parties shall act responsibly and promptly, taking into account their policy and the type, severity, and duration of the storm.

Requests for additional snow and ice control on roads within the incorporated area may be considered by the County, and the County shall be reimbursed from the City for the reasonable cost of this service. The requested additional work may be performed after the County has completed its regularly scheduled work outside of the incorporated area. The routes listed in this agreement may be reviewed periodically by the County and City.

Requests for additional snow and ice control on roads within the unincorporated area may be considered by the City, and the City shall be reimbursed from the County for the reasonable cost of this service. The requested additional work may be performed after the City has completed its regularly scheduled work inside the incorporated area. The routes listed in this agreement may be reviewed periodically by the County and City.

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.

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.

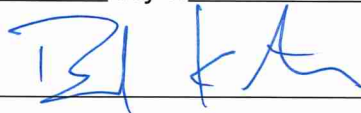
This agreement shall supersede any previous shared road maintenance and snow & ice control agreements and be in effect from the date of approval by the City Council and the Linn County Board of Supervisors and shall remain in effect until 30 days following either party providing a written notice for termination.

This agreement as hereby entered into by both parties is executed in three copies, either of which constitutes the original.

For the City of Walker, Iowa dated this 13th day of September, 2021.

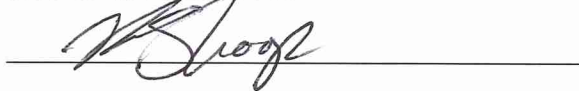
For Linn County, Iowa dated this _____ day of _____, 20____.

Reviewed by Linn County Engineer _____



Brad Ketels, P.E.

CITY OF WALKER, IOWA



Kene Shoop, Mayor

ATTEST:

Connie Helms
Connie Helms, city clerk

LINN COUNTY BOARD OF SUPERVISORS

Chairperson

Vice Chairperson

Supervisor

ATTEST: _____

Linn County Auditor

EXHIBIT A - Snow & Ice and Shared Road Maintenance Agreement

LINN COUNTY & CITY OF WALKER

For services other than those listed below, the City will be billed for the cost of operations requested within its jurisdiction in accordance with the current rates (copy available from the Engineer's Office) and/or actual costs. Linn County will pay the City for any pre-approved assistance at actual cost.

The City may operate on County roads as required to augment county services, turn around and/or provide access to city facilities.

Linn County will provide snow & ice control and road maintenance on the following:

	Road Name	From	To	lane ft	Notes
1	N Center Point Rd / Spencers Grove Rd	start of shared jurisdiction	end of shared jurisdiction	3585	
2	Bettys Grove Road	Walker Road	end of shared jurisdiction	2656	

Total: 6241

Walker will provide snow & ice control and road maintenance on the following:

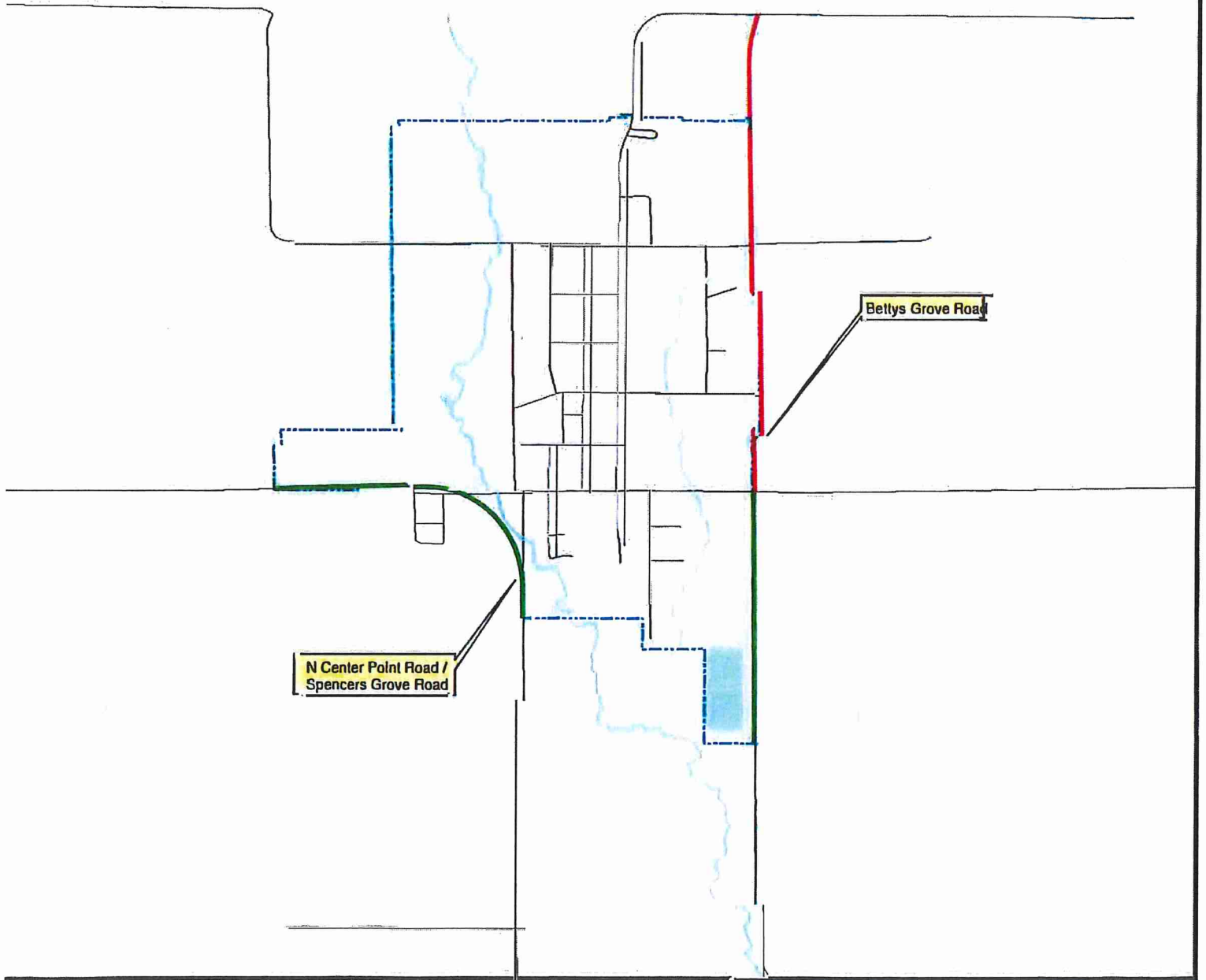
	Road Name	From	To	lane ft	Notes
1	Bettys Grove Road	Walker Road	Linn-Buchanan Rd	6199	

Total: 6199



Snow & Maintenance 28E Agreement

Linn County & City of Walker



Responsible Jurisdiction
Snow Removal & Maintenance

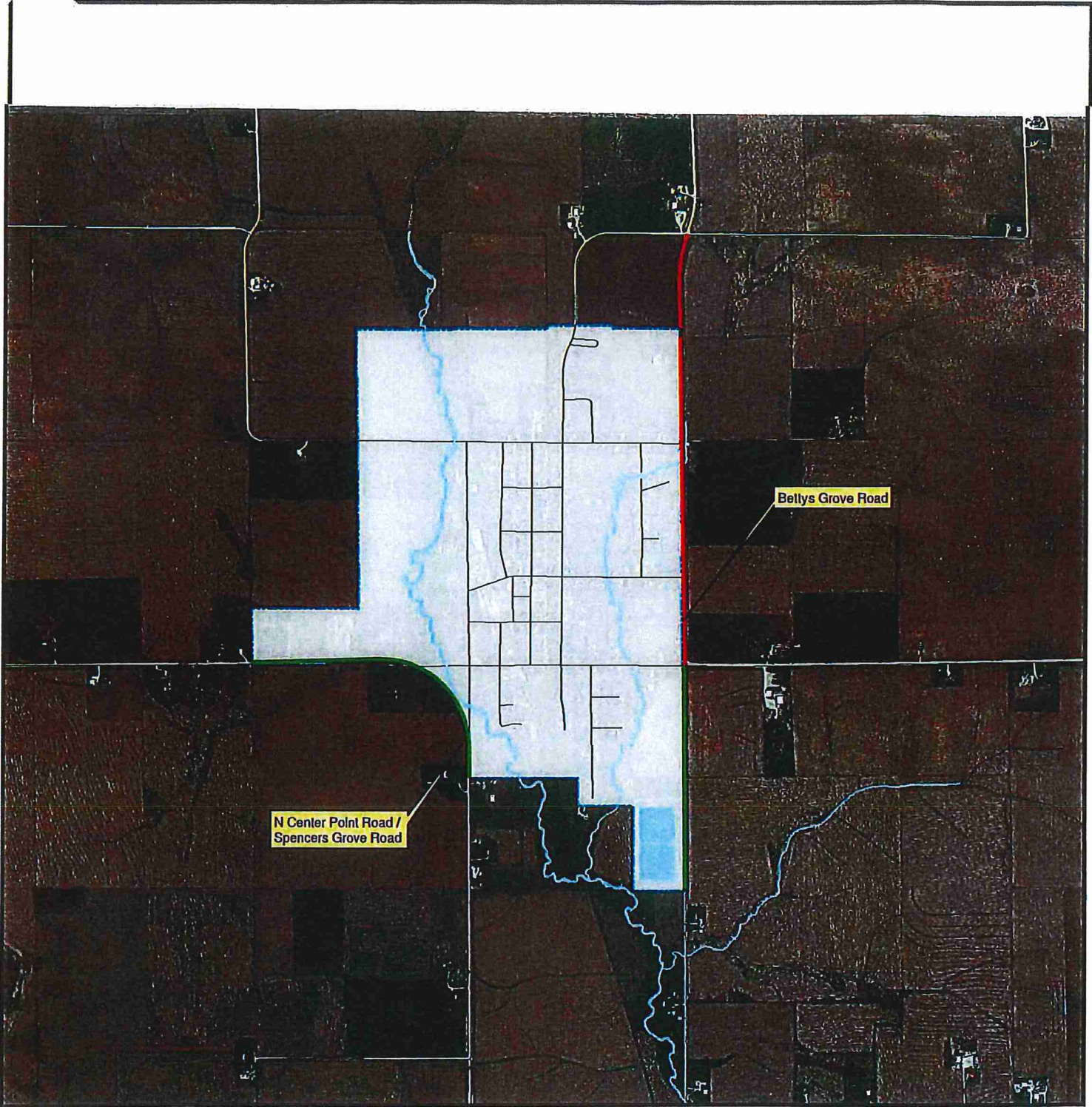
— City of Walker

— Linn County



Snow & Maintenance 28E Agreement

Linn County & City of Walker



Responsible Jurisdiction
Snow Removal & Maintenance

— City of Walker

— Linn County

Signs & Materials
Results
9/24/2021

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

Custom Products Corporation PO Box 54091 Jackson, MS 39288 (888) 905-5665 heidi@cpccsigns.com	Hall Signs 4495 W Vernal Pike Bloomington, IN 47404 (800) 284-7446 store@hallsigns.com	Iowa Prison Industries (515) 725-8706 sara.schnotala@iowa.gov	Kolob Industries (435) 272-3815 Kolobindustries@gmail.com	Lightle Enterprises of Ohio, LLC PO Box 329 Frankfort, OH 45628 (740) 998-5363 llightle@lightleenterprises.com	Newman Signs 1606 6th Ave SW Jamestown, ND 58401 (800) 437-9770 sales4@newmansigns.com	Sign Solutions USA 1110 25th Ave N Fargo, ND 58102 (701) 476-8506 bnies@signsolutionsusa.com	Vulcan, Inc. 410 E Berry Ave Foley, AL 36535 (800) 633-6845 vulcan3@vulcaninc.com
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No.	Type of Sign	Size	MUTCD code	Sheeting type	Color Notes	Notes	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Discount	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Stop Sign	30"	R1-1	DG	white on red		50	\$ 51.79	\$ 2,589.50	\$ 63.91	\$ 3,195.50	\$ 50.65	\$ 5.57	\$ 2,253.93	\$ 70.76	\$ 3,538.00	\$ 57.20	\$ 2,860.00	\$ 46.33	\$ 2,316.50	\$ 44.97	\$ 2,248.50	\$ 37.96	\$ 1,898.00
2	Stop Sign	36"	R1-1	DG	white on red		30	\$ 74.97	\$ 2,249.10	\$ 86.92	\$ 2,607.60	\$ 70.25	\$ 7.73	\$ 1,875.68	\$ 101.30	\$ 3,039.00	\$ 82.50	\$ 2,475.00	\$ 65.35	\$ 1,960.50	\$ 64.76	\$ 1,942.80	\$ 54.70	\$ 1,641.00
3	Stop Ahead	30"	W3-1	DG	black on yellow	symbol	100	\$ 61.94	\$ 6,194.00	\$ 59.37	\$ 5,937.00	\$ 58.25	\$ 6.41	\$ 5,184.25	\$ 80.11	\$ 8,011.00	\$ 61.50	\$ 6,150.00	\$ 48.31	\$ 4,831.00	\$ 70.72	\$ 7,072.00	\$ 40.84	\$ 4,084.00
4	Stop Ahead	36"	W3-1	DG	black on yellow	symbol	20	\$ 91.83	\$ 1,836.60	\$ 90.52	\$ 1,810.40	\$ 86.50	\$ 9.52	\$ 1,539.70	\$ 114.63	\$ 2,292.60	\$ 91.10	\$ 1,822.00	\$ 66.62	\$ 1,332.40	\$ 101.28	\$ 2,025.60	\$ 58.43	\$ 1,168.60
5	Speed Limit 25 MPH	24"x30"	R2-1-25	DG	black on white		10	\$ 42.63	\$ 426.30	\$ 53.44	\$ 534.40	\$ 46.70	\$ 5.14	\$ 415.63	\$ 59.60	\$ 596.00	\$ 46.20	\$ 462.00	\$ 37.97	\$ 379.70	\$ 42.38	\$ 423.80	\$ 31.50	\$ 315.00
6	Speed Limit 30 MPH	24"x30"	R2-1-30	DG	black on white		9	\$ 43.49	\$ 391.41	\$ 53.44	\$ 480.96	\$ 46.70	\$ 5.14	\$ 374.07	\$ 59.60	\$ 536.40	\$ 46.20	\$ 415.80	\$ 37.97	\$ 341.73	\$ 42.38	\$ 381.42	\$ 31.50	\$ 283.50
7	Speed Limit 35 MPH	24"x30"	R2-1-35	DG	black on white		16	\$ 42.63	\$ 682.08	\$ 53.44	\$ 855.04	\$ 46.70	\$ 5.14	\$ 665.01	\$ 59.60	\$ 953.60	\$ 46.20	\$ 739.20	\$ 37.97	\$ 607.52	\$ 42.38	\$ 678.08	\$ 31.50	\$ 504.00
8	Speed Limit 45 MPH	24"x30"	R2-1-45	DG	black on white		10	\$ 42.63	\$ 426.30	\$ 53.44	\$ 534.40	\$ 46.70	\$ 5.14	\$ 415.63	\$ 59.60	\$ 596.00	\$ 46.20	\$ 462.00	\$ 37.97	\$ 379.70	\$ 42.38	\$ 423.80	\$ 31.50	\$ 315.00
9	Speed Limit 55 MPH	24"x30"	R2-1-55	DG	black on white		20	\$ 42.63	\$ 852.60	\$ 62.86	\$ 1,257.20	\$ 46.70	\$ 5.14	\$ 831.26	\$ 59.60	\$ 1,192.00	\$ 46.20	\$ 924.00	\$ 37.97	\$ 759.40	\$ 42.38	\$ 847.60	\$ 31.50	\$ 630.00
10	Reduce Speed Ahead 25 MPH	36"	W3-5-25	DG	black on yellow	symbol	10	\$ 91.83	\$ 918.30	\$ 101.84	\$ 1,018.40	\$ 84.75	\$ 9.32	\$ 754.28	\$ 101.30	\$ 1,013.00	\$ 91.10	\$ 911.00	\$ 65.63	\$ 656.30	\$ 113.04	\$ 1,130.40	\$ 61.23	\$ 612.30
11	Reduce Speed Ahead 35 MPH	36"	W3-5-35	DG	black on yellow	symbol	10	\$ 91.83	\$ 918.30	\$ 101.84	\$ 1,018.40	\$ 84.75	\$ 9.32	\$ 754.28	\$ 101.30	\$ 1,013.00	\$ 91.10	\$ 911.00	\$ 65.63	\$ 656.30	\$ 113.04	\$ 1,130.40	\$ 61.23	\$ 612.30
12	Reduce Speed Ahead 45 MPH	36"	W3-5-45	DG	black on yellow	symbol	10	\$ 91.83	\$ 918.30	\$ 101.84	\$ 1,018.40	\$ 84.75	\$ 9.32	\$ 754.28	\$ 101.30	\$ 1,013.00	\$ 91.10	\$ 911.00	\$ 65.63	\$ 656.30	\$ 113.04	\$ 1,130.40	\$ 61.23	\$ 612.30
13	Weight Limit 19T, 29T, 34T	30"x36"	R12-5	DG	black on white		4	\$ 158.80	\$ 635.20	\$ 110.02	\$ 440.08	\$ 72.10	\$ 7.93	\$ 256.68	\$ 84.70	\$ 338.80	\$ 75.00	\$ 300.00	\$ 62.03	\$ 248.12	\$ 64.16	\$ 256.64	\$ 73.56	\$ 294.24
14	AHEAD	24"x12"	ISI-126	DG	black on white		20	\$ 28.99	\$ 579.80	\$ 30.43	\$ 608.60	\$ 19.25	\$ 2.12	\$ 342.65	\$ 23.40	\$ 468.00	\$ 18.48	\$ 369.60	\$ 19.09	\$ 381.80	\$ 16.66	\$ 333.20	\$ 13.25	\$ 265.00
15	Freight						1	\$ -	\$ -	\$ 570.66	\$ 570.66			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
TOTAL									\$19,617.79		\$21,887.04			\$16,417.30		\$24,600.40		\$19,712.60		\$15,507.27		\$20,024.64		\$13,235.24

Notes:
Custom Products Corp - Pricing is All or None. Free freight is All of None.

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

LINN COUNTY ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF LINN COUNTY, IOWA BY REZONING AND CHANGING THE DISTRICT CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE 400 BLOCK OF WILDER DRIVE, GPN 151912600400000, IOWA FROM THE "AG" AGRICULTURAL ZONING DISTRICT TO THE "RR2" RURAL RESIDENTIAL 2-ACRE ZONING DISTRICT

BE IT ORDAINED by the Board of Supervisors of Linn County, Iowa, in accordance to the Findings of Fact and Conclusions of Law as established in the staff report for rezoning Case JR20-0007 or as otherwise established by the Board, as follows:

SECTION 1. ZONING DISTRICT CHANGED. The zoning of property located in the 400 block of Wilder Drive, GPN 151912600400000, Iowa legally described as:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 19; THENCE S88°43'25"E 356.06 FEET ALONG THE NORTH LINE OF SAID SECTION 19 TO THE NORTHEAST CORNER OF PARCEL A, PLAT OF SURVEY NO. 2458 AS RECORDED IN BOOK 10761, PAGE 338 IN THE OFFICE OF THE LINN COUNTY, IOWA RECORDER AND THE POINT OF BEGINNING; THENCE CONTINUING S88°43'25"E 309.06 FEET ALONG THE NORTH LINE OF SAID SECTION 19 TO THE NORTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF SAID NORTHEAST QUARTER; THENCE S0°14'04"W 2639.02 FEET ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID NORTHEAST QUARTER TO THE SOUTHEAST CORNER THEREOF; THENCE S0°02'55"W 40.02 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE N88°40'48"W 664.34 FEET ALONG THE NORTH LINE OF JERABEK'S FIRST ADDITION TO LINN COUNTY, IOWA AS RECORDED IN BOOK 1717, PAGE 40 IN THE OFFICE OF THE LINN COUNTY, IOWA RECORDER AND A WESTERLY EXTENSION THEREOF TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE N0°07'31"E 40.26 FEET ALONG SAID WEST LINE TO THE CENTER OF SAID SECTION 19; THENCE S88°39'33"E 66.01 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER TO THE EAST RIGHT OF WAY OF WILDER DRIVE; THENCE N0°12'57"E 2563.35 FEET ALONG SAID EAST RIGHT OF WAY TO THE SOUTH LINE OF SAID PARCEL A; THENCE S88°43'25"E 290.05 FEET ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID PARCEL A; THENCE N0°12'57"E 75.01 FEET ALONG THE EAST LINE OF SAID PARCEL A TO THE POINT OF BEGINNING.

is hereby changed from the "AG" Agricultural zoning district to the "RR2" Rural Residential 2-Acre zoning district.

SECTION 2. ZONING MAP AMENDED. The Planning and Development Director, or his/her designee, is instructed to modify the Official Zoning Map of Linn County, Iowa to reflect the district classification

change described in Section 1.

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

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

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

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

Public hearing and first consideration on the 2nd day of August, 2021

Second consideration on the 4th day of August, 2021

Third and final passage on the 29th day of September, 2021

Published in the Gazette on the _____ day of _____, _____

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