

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, August 11, 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.

Approve and authorize Chair to sign a Vacancy Form requesting a change in the clerk's hours from 28 hours to 30 hours for the Purchasing Department.

Reports**Resolutions**

Resolution approving Temporary Use Permit, JTU21-0011, John Bickel, owner; Horsfield Construction, petitioner; request to operate a portable concrete plant at 1636 Marietta Road from August 11 until October 1, 2021

Contract and Agreements

Approve and authorize Chair to sign a 28E agreement between Cedar Rapids Community School District and Linn County Child Development Center regarding a statewide voluntary preschool program for four-year old children

Approve and authorize Chair to sign a Shared Road Maintenance and Snow & Ice Control Agreement between Linn County and Cedar County.

Approve and authorize Chair to sign a Shared Road Maintenance and Snow & Ice Control Agreement between Linn County and Jones County

Licenses & Permits

Approve Cigarette Permit for TS, LLC (Troy Store) in Troy Mills, noting all conditions have been met.

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

Discuss and decide on implementation of a mask mandate for certain Linn County buildings, employees, and occupants at those buildings

Third and final consideration on an ordinance amending the Code of Ordinances, Linn County, Iowa by amending provisions in Chapter 107, Unified Development Code. Staff is proposing several text amendments to the UDC. The Iowa Department of Natural Resources has provided suggested updates to the Floodplain Overlay District regulations that will help ensure that the county continues to comply with the minimum requirements of the National Flood Insurance Program (NFIP).

Discuss and authorize Chair to sign 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 a contract between Linn County and Hawkeye Area Community Action Program (HACAP) Services 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 decide on a Resolution approving the temporary appointment of Matthew Warfield as Deputy Auditor retroactive to August 7, 2021, until such time that a permanent Deputy Commissioner of Elections has been hired

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 HUMAN RESOURCES DEPARTMENT
JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5120 | FAX: 319-892-5129

LinnCounty.org



VACANCY FORM

SELECT ONE:

☐ NEW POSITION

☒ REPLACEMENT

REPLACES: Current ~~25.5~~ ²⁸ part time clerk

SELECT ONE:

☐ NEW JOB CLASSIFICATION

☒ EXISTING JOB CLASSIFICATION

JOB TITLE: Clerk

DEPARTMENT: Purchasing

SHIFT/HOURS: 6

VACANCY DATE: When approved

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if applicable):

☐ BUDGET OFFER

☐ GRANT FUNDING

☒ OTHER: Increase in hours to match job duties/requirements.

NEW POSITION FUNDING SOURCE(S):

Will be absorbed by current budget

POST TO INSIDE: ☒ YES

☒ NO ^{ACE}

ADVERTISE: ☒ YES

☒ NO ^{ACE}

IF NO, GIVE EXPLANATION (i.e. not filling due to operational needs): Increase hours from ~~25.5~~ ²⁸ week to 30/week.

~~will be taken by current employee in position~~ ^{ACE}

<sup>28 - currently budgeted
So: 28 hrs/week.</sup>
LP

POSITION TYPE:

☐ FULL-TIME ☒ PART-TIME ³⁰ # of hours/week ☐ TEMPORARY/SEASONAL

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

☐ BARGAINING UNIT: ☒ Clerical ☐ Maintenance ☐ Para Professional ☐ Professional

☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY:

Bob Huter

07/06/21

DEPARTMENT HEAD (original signature required)

DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: STARTING SALARY:

HR DIRECTOR COMMENTS:

FINANCE/BUDGET DIRECTOR COMMENTS:

APPROVED BY:

Lisa D. Powell
HUMAN RESOURCES DIRECTOR

7-23-21
DATE

APPROVED BY:

[Signature]
FINANCE/BUDGET DIRECTOR

DATE

APPROVED BY:

CHAIRPERSON/BOARD OF SUPERVISORS

DATE

Prepared by and to be returned to: Stephanie Lientz, Linn County Planning & Development
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100 (319) 892-5130

RESOLUTION APPROVING A TEMPORARY USE

RESOLUTION # _____

WHEREAS, John Bickel owner; and Horsfield Construction, petitioner; Case JTU21-0011, has requested the Linn County Board of Supervisors' permission to operate a portable concrete plant to be used for a county road project on Ivanhoe Road, and located at 1636 Marietta Rd, Ely, Iowa.

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

1. The portable concrete plant will operate from August 11, 2021 and end by October 1, 2021.
2. A temporary concrete plant is permitted under the provisions of Article V, Section 107-93, §(c)(1) of the Linn County Unified Development Code.
3. The property is located at 1636 Marietta Rd, Ely, Iowa.
4. The property is zoned AG (Agricultural) and is 53.0 acres in size.
5. Approximately 1.5 acres will be used for the temporary use.
6. The owner of the subject property is John Bickel.
7. The operator of the portable concrete plant will be Horsfield Construction.
8. The plant may operate between the hours of 5:00 AM to 8:00 PM, Monday through Saturday.
9. Two portable toilets and one hand washing station will be accessible on-site for the duration of the operation of the plant.
10. The applicant estimates an increase to a maximum of 500 vehicle trips per day due to the operation of the portable concrete plant.

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

AND WHEREAS, the Temporary Use application has been examined by the Linn County Board of Supervisors at a public meeting on August 9, 2021, all interested persons having been heard;

NOW THEREFORE, BE IT RESOLVED, that the Linn County Board of Supervisors approve the application, Case JTU21-0011, subject to the following conditions:

LINN COUNTY PLANNING & DEVELOPMENT (Zoning Division)

1. The Temporary Use may be reviewed at any time during the duration of the permit to ensure that all conditions have been or are being met.
2. All building, electrical, mechanical, plumbing and zoning permits will be obtained as necessary.
3. Adhere to the operating hours indicated in the temporary use application; 6:00 AM to 8:00 PM, seven days a week.
4. The temporary use permit period will be begin August 11, 2021 and expire no later than October 1, 2021.
5. Restrooms are required to be available during the hours of operation.
6. The applicant or owner shall obtain and submit proof of a liability insurance policy prior to Board of Supervisors approval.
7. The petitioner shall sign an "Acceptance of Conditions" form which provides assurance that all conditions will be met prior to the Board of Supervisors Resolution of Approval, and specifically agrees to hold Linn County harmless from any and all damages or claims for damages that might arise or accrue by reason of approval of the Temporary Use permit by the Linn County Board of Supervisors. Further, by signing the "Acceptance of Conditions" form, the petitioner shall agree to allow employees of the County reasonable access to the property for inspection and for submission of documents to verify any additional information.

LINN COUNTY PLANNING & DEVELOPMENT (Building Division)

1. An electrical permit is required for new electrical services and/or the installation of non-chord and plug electrical equipment associated with the batch plant.
2. Two permanent or portable restrooms shall be on-site and serviced for the duration of the operation of this concrete plant.

LINN COUNTY ENGINEERING

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

IOWA DEPARTMENT OF TRANSPORTATION

1. No conditions to be met.

LINN COUNTY HEALTH DEPARTMENT

1. Approval from the Air Quality Division for Air Quality Construction Permit.
2. Submit Notice of Relocation to Linn County Public Health at least seven (7) days prior to moving the equipment to the proposed location.

LINN COUNTY SHERIFF'S OFFICE

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

LINN COUNTY EMERGENCY MANAGEMENT

1. Applicant shall submit a Severe Weather Plan for Special Events or Venues to the Linn County Emergency Management Agency for review and approval.

LINN COUNTY E-911 COORDINATOR

1. No conditions to be met.

LINN COUNTY CONSERVATION

1. No conditions to be met.

NATURAL RESOURCE CONSERVATION SERVICE

1. Applicant shall review operation and proposed addition with the Iowa DNR and Army Corps of Engineers and implement any required actions.
2. Applicant shall ensure that all stormwater runoff from the plant is contained on site.
3. Submit erosion and sediment control plan for review and acceptance.

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

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

Passed and approved this 11th day of August, 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 and ___ Absent from voting.

Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, on this 11th day August, 2021.

Notary Public State of Iowa



Planning & Development
Linn County, Iowa

Unified Development Code Article V
Section 107-93(c)

Zoning Division

Temporary Use Application

Page 1 of 2

Owner Information:		Applicant Information:	
Owner	<u>John Bickle</u>	Applicant	<u>Horsfield Construction, Inc.</u>
Address	<u>2305 Hillcrest Drive SE</u> <u>Cedar Rapids IA 52403-4237</u>	Address	<u>505 East Main St.</u> <u>Epworth, IA 52045</u>
Phone	<u>319-363-0398</u>	Phone	<u>563-876-3335</u>
E-mail	<u>johncorky1@gmail.com</u>	E-mail	<u>scottb@horsfieldinc.com</u>
Surveying Co: _____		E-Mail _____	
Engineer: _____		Phone _____	
Property Information:			
Property Address or Address Range (block)		<u>1636 Marietta Rd, Ely, IA 52227</u>	
Brief legal(s) (Sec./Twp./Range)		<u>NE ¼ Sec. 15 T8283N-R6W</u>	
GPN(s)		<u>LAT 41° 55' 05" N LONG 91° 31' 12" W</u>	
Rural Land Use Map Designation			
Current Zoning	<u>AG</u>	Total Acres	<u>4 Acres</u>
Submittal Requirements: Application, Fee, Minor Site Plan Drawing Proof of Insurance (if applicable) Severe Weather Plan (if applicable)			
The undersigned is/are the owner(s) of the described property on this application, located in the unincorporated area of Linn County, Iowa, assuring that the information provided herein is true and correct. I hereby give my consent for the office of Linn County Planning and Development to conduct a site visit and photograph the subject property. This development is subject to and shall be required, as a condition of final development approval, to comply with all Unified Development Code policies, requirements, and standards that are in effect at the time of final development approval.			
Owner	<u><i>John M Bickle</i></u>	Applicant	<u><i>Scott Bergquist</i></u> - <i>Horsfield Construction, Inc.</i>
Date	<u>7/21/21</u>	Date	<u>7/21/21</u>
Case #	<u>JTU21-0011</u>	RECEIVED AUG 04 2021 LINN COUNTY DEPARTMENT OF PLANNING & DEVELOPMENT	
Receipt#	_____		

The following information shall be provided with the application:

Is the property located within a Flood Plain? ☐ YES ☒ NO

Is the Proposed Use within the Flood Plain area? ☐ YES ☒ NO

Temporary use period:

Beginning As soon as Permit is Approved

Ending 10/1/2021

Description of Proposed Use:

Setting Portable Concrete Plant Temporarily for Linn County Road Project

Days & Hours of Operation

Monday-Saturday 5:00 am – 8:00 pm

Will a building or structure be used and what type?

No

Will there be a sign? Per Article V, section 107-94 (j) include dimension details and content.

No

Have you contacted the Building Division for review of applicable building code requirements?

☐ YES ☒ NO

Restroom Facilities:

☐ Currently provided on site.

☒ Portable will be brought to the site.

☐ None available.

Estimated increase in vehicle trips per day Maximum of 500

Type of vehicles using facility Dump Trucks and Semis

Does the property have access from a state highway? ☐ YES ☒ NO

(If yes, review with Iowa Department of Transportation at (319) 365-3558.

Number of parking spaces provided Enough for all vehicles

The following documents shall be attached:

- Proof of Insurance
- Minor Site Plan
- Proof of Insurance (if applicable)
- Severe Weather Plan (if applicable)



Legend

 PORTABLE PLANT LOCATION

 Project Site
 Haul Route

 PORTABLE PLANT LOCATION



28E AGREEMENT BETWEEN CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND LINN COUNTY CHILD DEVELOPMENT CENTER REGARDING STATEWIDE VOLUNTARY PRESCHOOL PROGRAM FOR FOUR-YEAR OLD CHILDREN

This Agreement is entered between the Cedar Rapids Community School District (hereinafter District) and Iowa and Community Partner (hereinafter LCCDC).

BE IT THEREFORE RESOLVED, by the District and LCCDC there will be established this Agreement pursuant to Chapter 28E of the Iowa Code with the following terms and conditions:

PURPOSE

The purpose of this Agreement is to operate a preschool program pursuant to the Statewide Voluntary Preschool Program for Four-Year Old Children (hereinafter Program).

PROGRAM REQUIREMENTS

- A. The Program will be jointly administered by the District and LCCDC. The District and LCCDC will collaboratively evaluate and assess the programming and needs of the Program. The District and LCCDC will cooperate with each other to ensure that the Program is in compliance with the program accountability requirements set out in Iowa law.
- B. The Program shall consist of 4 classroom providing services to a total of 64 students total in the 6:30 AM – 5:30 PM program on Monday - Friday from August 1, 2021 – June 1, 2022 (excluding days/holidays specified in the preschool calendar).
- C. Only students who will be four years of age on or before September 15, 2021, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.
- D. The District and LCCDC will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, LCCDC, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards,

regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. LCCDC will provide the District with all initial enrollment forms by September 15, 2021 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2021, to June 30, 2022. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to LCCDC for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

LCCDC SHALL:

A. LCCDC is a child development center, which has been approved and licensed by the Department of Human Services (DHS). LCCDC agrees that during the term of this contract and any subsequent renewal it shall maintain such approval and licensing and will abide by all licensing requirements of DHS. If at any time LCCDC shall no longer be DHS approved or licensed, CRCSD may terminate this Contract immediately without prior notice, and no further payment will be due from CRCSD after the date of termination.

B. Provide one classroom, which will have access to appropriate restroom facilities and a playground area.

C. Provide for each classroom one (1) teacher who is appropriately licensed by the Iowa Board of Educational Examiners. The teacher assigned to the Program will not be a District employee but will be a LCCDC employee. The LCCDC classroom teacher will be evaluated by an appropriately qualified administrator of LCCDC based upon the requirements set out in Iowa law. The LCCDC classroom teacher will be responsible for the following:

- i. Ensuring the approved curriculum is taught;
- ii. Overseeing the implementation of the curriculum;
- iii. Overseeing the implementation of the Program assessment system;
- iv. Providing at least ten (10) hours per week of intentional instruction directly related to the program's curriculum, such time to be exclusive of recess, as required by Iowa law.

D. Ensure one (1) teacher is present during Program times in the classroom at LCCDC. A minimum of one (1) teacher associate and one (1) teacher will be present when 11-20 children are present. LCCDC will make sure there will be no more than 20 children per classroom.

E. Provide one (1) teacher associate for the classroom who will be available to work with the teacher and children while the children are in session from 6:30 AM – 5:30 PM on Monday - Friday. The teacher associate assigned to the Program will not be a District employee but will be a LCCDC employee. The teacher associate from LCCDC will attend mandatory professional development opportunities provided by the District per schedule. The teacher associate will meet highly qualified standards or be working on meeting this standard. The LCCDC teacher associate will be evaluated by an appropriately qualified administrator of LCCDC based upon the requirements set out in Iowa law.

F. Provide adequate and appropriate materials and supplies for the program. The District and LCCDC will cooperatively agree on any materials and supplies which are purchased. The materials and supplies purchased with the Statewide Voluntary Preschool Program funds will become the property of the District.

G. Submit monthly attendance records to the District's office by the 10th of each month for the previous month.

H. LCCDC will attend mandatory monthly Professional Learning as scheduled by the District's Early Learning office.

I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2022.

SEX OFFENDER PROVISION:

Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor and all sub-contractors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or sub-contractor at the schools of the District.

The Contractor and all subcontractors shall provide a signed original of an Acknowledgement and Certification letter (provided at the end of this document.) No worker of the Contractor or any subcontractor will be allowed to work on site until this letter is received by the District.

INSURANCE AND INDEMNIFICATION

During the duration of this Agreement, LCCDC will provide a certificate of insurance, (or equivalent insurance document) naming the District as additional insured with general liability insurance limits of \$2,000,000.

To the extent permitted by law, the District will indemnify and hold harmless LCCDC from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement.

LCCDC will indemnify and hold harmless the District from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of the LCCDC negligence or willful misconduct in the performance of its duties under this Agreement.

THE DISTRICT SHALL:

- A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.

- B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by LCCDC teachers and teacher associates.

- C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.

PROGRAM PAYMENTS

- A. LCCDC agrees not to charge participants in the program tuition or fees for any portion of the 3-hour program during the program school year extending from August 1, 2021 – June 1, 2022. LCCDC may charge tuition or fees for extended-hour childcare services offered outside of the 3 hours of AM CRCSD-funded preschool instruction.
- B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to LCCDC for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 64 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2021 is less than 64, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2021 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2021.
- C. LCCDC will invoice the District by the 10th of each month, separately itemizing actual expenditures for each approved category for the preceding month. The District will make payment to LCCDC within ten (10) days after receipt of the invoice. If at the conclusion of this Agreement, LCCDC's expenditures for any category are less than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to LCCDC for that category. If at the conclusion of this Agreement LCCDC expenditures for any category are more than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to LCCDC for that category. A Claim Form and Budget Revision Form will be provided to LCCDC at the commencement of the Agreement. LCCDC will submit all invoices to the District by June 10.

***CATEGORY**

ALLOWABLE REIMBURSEMENT

GOLD Subscriptions	\$	668.8 (27 SWVPP and 37 additional subscriptions)
Short CP staff costs	\$	
Purchased Services	\$	
Supplies & Materials	\$	
Professional Development	\$	
(Includes subs and materials)		
Total Costs	\$	56,321 this total is based off of 20-21 FY

****Per pupil rate budget page will be amended after July 1, 2021 when the state sets the rate.***

MISCELLANEOUS PROVISIONS

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

- B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.

- C. No separate legal or administrative entity shall be created by this Agreement. The District’s Director of Preschool, Dawn Embretson and LCCDC’s Gloria Witzberger shall serve as co-administrators of this Agreement.

- D. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

The foregoing terms are agreed to and accepted by the Cedar Rapids Community School District and LCCDC.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

LCCDC Preschool

Board of Supervisor: _____

Director (Its): _____

Date: _____

NON-DISCRIMINATION POLICY

Cedar Rapids Community School District offers Career and Technical Education programs in Arts, Communications, and Information Systems; Applied Sciences, Technology, Engineering, and Manufacturing, including Transportation, Distribution, Logistics, Architecture, and Construction; Health Sciences; Human Services; and Business, Finance, Marketing, and Management. Admission to these programs is based on interest, age appropriateness, course prerequisites, and class space available.

It is the policy of Cedar Rapids Community School District not to discriminate on the basis of race, color, national origin, sex or handicap in its Career and Technical Education programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

It is the policy of the Cedar Rapids Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (employment only), marital status, sexual orientation, gender identity, and socioeconomic status (students/program only) in its educational programs and its employment practices.

Cedar Rapids Community School District will take steps to assure that lack of English language skills will not be a barrier to admission and participation in all Career and Technical Education programs.

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Justin Blietz, Director of Culture/Climate Transformation, (JBlietz@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

For more information about Career and Technical Education classes, contact Tara Troester, Career and Technical Education Facilitator ttroester@crschools.us at 319-558-1222 or mailing address 2500 Edgewood Rd NW, Cedar Rapids, IA 52405-1015.

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

_____ (“Company”) is providing services to

[name of contractor/sub-contractor]

the Cedar Rapids Community School District (“District”) as a contractor or is operating or managing the operations of a contractor. The services provided by the Company may involve the presence of the Company’s employees upon the real property of the schools of the District.

The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion thereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

Dated: _____

[Name of contractor/sub-contractor]

By: _____

Printed Name: _____

Title: _____

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
COUNTY OF CEDAR AND
LINN COUNTY SECONDARY ROAD DEPARTMENT**

WHEREAS, for the benefit of the traveling public and the mutual benefit of Cedar County, 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, Cedar County, Iowa (Cedar County) and Linn County, Iowa (Linn 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

Cedar County shall provide normal and routine maintenance on Linn County portions of roads indicated. Linn County shall provide normal and routine maintenance on Cedar County 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 Boards prior to completion of the work.

It shall be the responsibility of each jurisdiction to erect and maintain signs deemed appropriate within their designated road segments. Coordination required obtaining proper concurrence is the responsibility of the custodial jurisdiction.

The cost of resurfacing rock surfaced roads shall be paid for by the owner county. The county responsible for the maintenance of the segments shall communicate with the owner county as to the amount of rock resurfacing request and the method of placement.

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.

Each County 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 unincorporated area may be considered by Linn County, and Linn County shall be reimbursed from Cedar County for the reasonable cost of this service. The requested additional work may be performed after Linn County has completed its regularly scheduled work outside of the unincorporated area. The routes listed in this agreement may be reviewed periodically by each County.

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

Each County agrees to save and indemnify and keep harmless, each other against all liabilities, judgments, costs, and expenses which may in any way come against either County or which in any way result from carelessness or neglect of either party or its agents, employees, or workmen in any respect whatsoever.

Each County agrees 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 either 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 Cedar County Board of Supervisors 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 County of Cedar, Iowa dated this _____ day of _____, 20____.

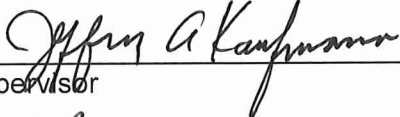
For Linn County, Iowa dated this _____ day of _____, 20____.

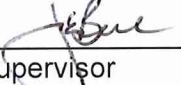
Reviewed by Linn County Engineer _____

Brad Ketels, P.E.

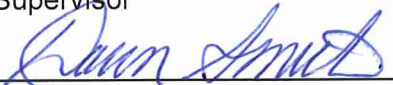
CEDAR COUNTY BOARD OF SUPERVISORS

 STEVE AGNIS
Chairperson

 _____
Supervisor

 _____
Supervisor

 _____
Supervisor

 _____
Supervisor

ATTEST:  _____
Cedar County Auditor

LINN COUNTY BOARD OF SUPERVISORS

Chairperson

Vice Chairperson

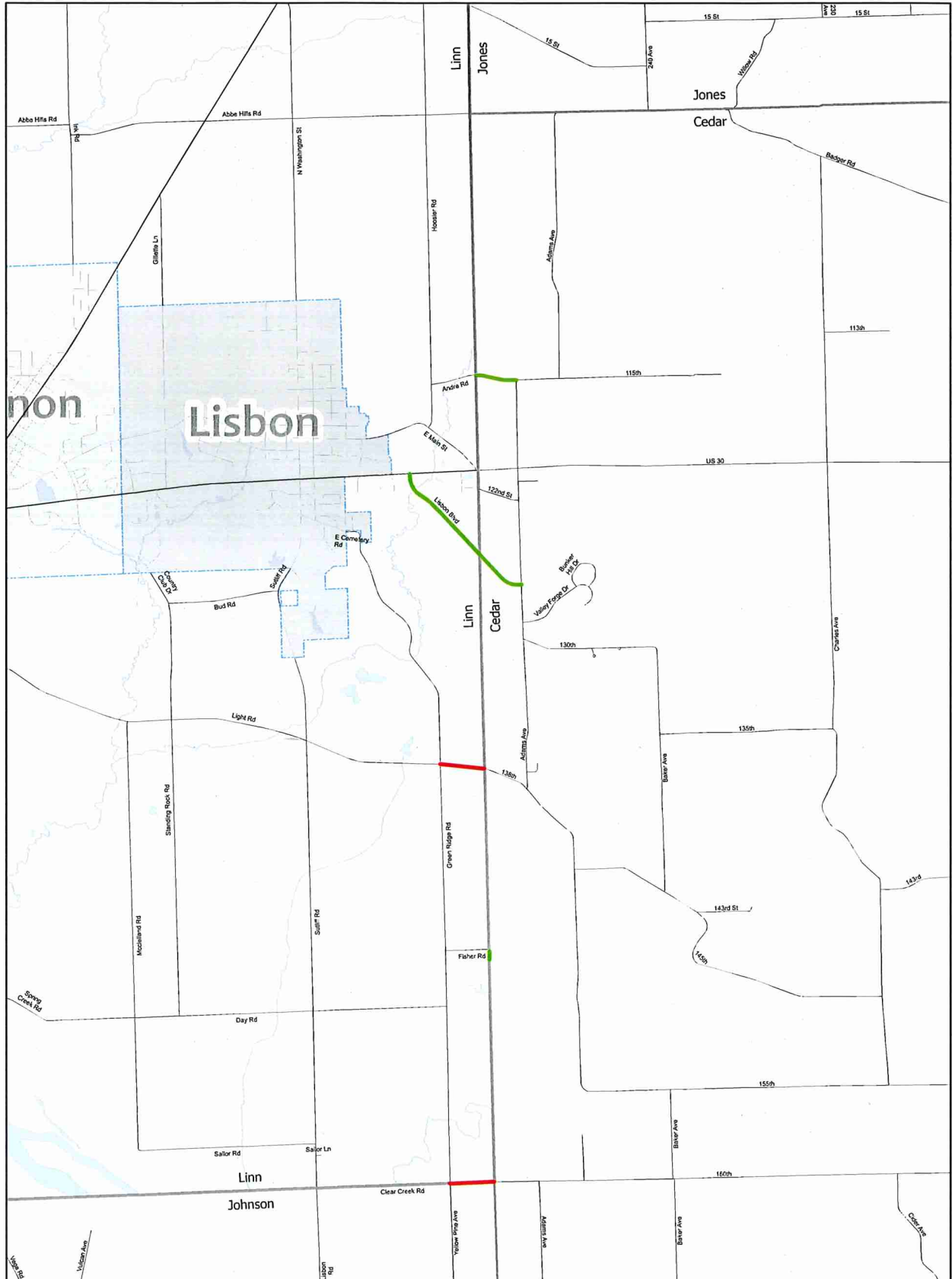
Supervisor

ATTEST: _____
Linn County Auditor



Snow & Maintenance 28E Agreement

Linn County & Cedar County



Responsible Jurisdiction

Snow Removal & Maintenance

— Linn County

— Cedar County

EXHIBIT A - Snow & Ice and Shared Road Maintenance Agreement

LINN COUNTY & CEDAR COUNTY

For services other than those listed below, Cedar County 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 Cedar County for any pre-approved assistance at actual cost.

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

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

Road Name	From	To	Lane ft	Notes
1 115th St.	Linn/Cedar Co. line	Adams Ave	2,452	Linn County will maintain as a gravel road
2 Fisher Ave	Linn/Cedar Co. line	End	260	Linn County will maintain as a gravel road
3 Lisbon Blvd.	Hwy 30	Adams Ave.	3,204	Linn County will maintain as a paved road

Total: 5,916

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

Road Name	From	To	Lane ft	Notes
1 Light Rd. (138th)	Green Ridge Rd.	Linn/Cedar Co. line	2,670	Cedar County will maintain as a gravel road
2 Clear Creek Rd. (160th)	Green Ridge Rd.	Linn/Cedar Co. line	2,660	Cedar County will maintain as a gravel road

Total: 5,330

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
COUNTY OF JONES AND
LINN COUNTY SECONDARY ROAD DEPARTMENT**

WHEREAS, for the benefit of the traveling public and the mutual benefit of Jones County, 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, Jones County, Iowa (Jones County) and Linn County, Iowa (Linn 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

Jones County shall provide normal and routine maintenance on Linn County portions of roads indicated. Linn County shall provide normal and routine maintenance on Jones County 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 Boards prior to completion of the work.

It shall be the responsibility of each jurisdiction to erect and maintain signs deemed appropriate within their designated road segments. Coordination required obtaining proper concurrence is the responsibility of the custodial jurisdiction.

The cost of resurfacing rock surfaced roads shall be paid for by the jurisdiction that has maintenance jurisdictional control. The county responsible for the maintenance of the segments shall communicate with the owner county as to the amount of rock resurfacing that is planned.

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.

Jones County shall be responsible for completing bridge inspections for all Linn/Jones shared county line bridges in accordance with the National Bridge Inspections Standards (NBIS) and Iowa Department of Transportation (IDOT) Instructional Memorandum (IM) 7.020. These bridges include the following:

- 1) Bridge #209261 (D-2660 or 1958)
 - a. 46' X 25' Concrete bridge with concrete slab on Linn-Jones Rd
- 2) Bridge #209251 (D-2760 or 490)
 - a. 38' X 28' Concrete box culvert on Linn-Jones Rd

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.

Each County 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 unincorporated area may be considered by Linn County, and Linn County shall be reimbursed from Jones County for the reasonable cost of this service. The requested additional work may be performed after Linn County has completed its regularly scheduled work outside of the unincorporated area. The routes listed in this agreement may be reviewed periodically by each County.

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

Each County agrees to save and indemnify and keep harmless, each other against all liabilities, judgments, costs, and expenses which may in any way come against either County or which in any way result from carelessness or neglect of either party or its agents, employees, or workmen in any respect whatsoever.

Each County agrees 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 either 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 Jones County Board of Supervisors 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 County of Jones, Iowa dated this 3RD day of AUGUST, 2021.

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

Reviewed by Linn County Engineer _____

Brad Ketels, P.E.

JONES COUNTY BOARD OF SUPERVISORS

Joe Oswald
Chairperson

Jan L. Ziller
Supervisor

NED ROHWEDDER
Supervisor

Supervisor

Supervisor

ATTEST: Antony Heir
Jones County Auditor

LINN COUNTY BOARD OF SUPERVISORS

Chairperson

Vice Chairperson

Supervisor

ATTEST: _____
Linn County Auditor

EXHIBIT A - Snow & Ice and Shared Road Maintenance Agreement

LINN COUNTY & JONES COUNTY

For services other than those listed below, Jones County 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 Jones County for any pre-approved assistance at actual cost.

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

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

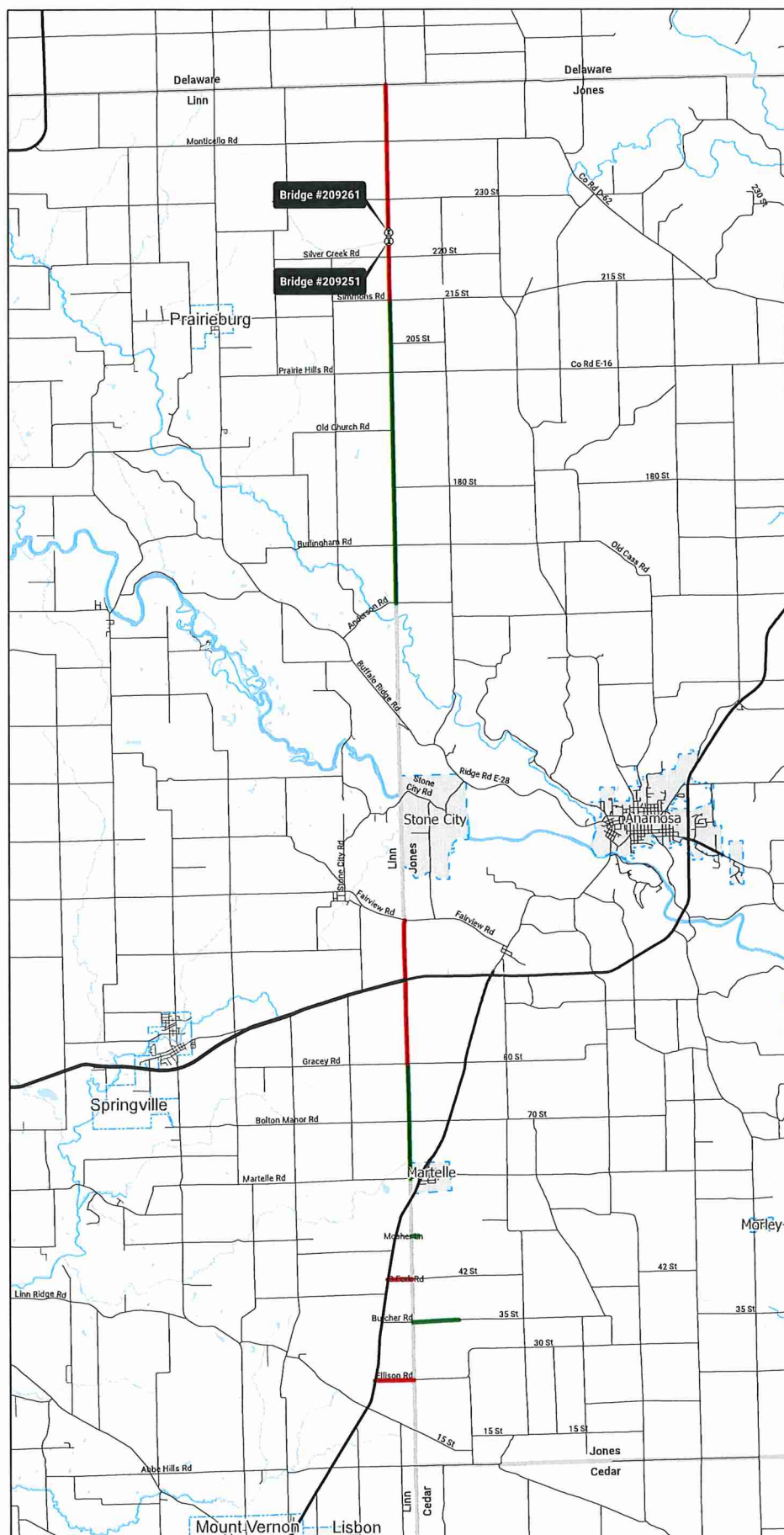
Road Name	From	To	Length (ft)	Notes
1 Linn-Jones Rd.	Simmons Rd./215th St.	Anderson Rd	27,832	
2 Linn-Jones Rd.	Gracey Rd/80th St.	Martelle Rd.	10,577	
3 Mosher Ln	County line	Dead end	1,317	
4 Butcher Rd/35th St.	Highway 1	Class B Maintenance	8,448	

Total: 48,174

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

Road Name	From	To	Length (ft)	Notes
1 Linn-Jones Rd.	Linn-Delaware Rd.	Simmons Rd/215th St.	19,852	
2 Linn-Jones Rd.	Fairview Rd.	Gracey Rd/80th St.	12,916	
3 42nd St/S Fork Rd	County line	Highway 1	4,547	
4 Ellison Rd/30th St.	County line	Highway 1	7,246	

Total: 44,561



Responsible Jurisdiction

Snow Removal & Maintenance

— Jones County

— Linn County

① Bridge to be inspected by Jones County

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 # _____
AN ORDINANCE AMENDING THE CODE OF ORDINANCES, LINN COUNTY, IOWA
BY AMENDING PROVISIONS IN CHAPTER 107

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

SECTION 1. SEE ATTACHMENT A

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 2nd day of August, 2021

Second consideration on the 4th day of August, 2021

Third and final passage on the 11th day of August, 2021

Published in the Gazette on the _____ day of August, 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

ATTACHMENT A

Text that is being deleted is shown as ~~striketrough~~; new or replacement language will be displayed as underlined text.

ARTICLE VII, ZONING CLASSIFICATIONS, DENSITY, DIMENSIONAL STANDARDS AND ALLOWED USES, SECTION 107-144, - FLOODPLAIN OVERLAY DISTRICT:

1. Title, Subsections (a) and (b):

Sec. 107-144. - Floodplain Overlay Districts.

- (a) *Purpose.* It is the purpose of the Floodplain Overlay Districts to promote the public health, safety, and general welfare by minimizing flood losses by adopting provisions designed to:
- (1) Reserve sufficient floodplain area for the conveyance of flood flows so that flood heights and velocities will not be increased substantially.
 - (2) Restrict or prohibit uses which are dangerous to health, safety or property in times of flood or which cause excessive increases in flood heights or velocities.
 - (3) Require that uses vulnerable to floods, including public utilities which serve such uses, be protected against flood damage at the time of initial construction or substantial improvement.
 - (4) Protect individuals from buying lands which are unsuited for intended purposes because of flood hazard.
 - (5) Ensure that property owners in the county maintain eligibility to purchase flood insurance through the national flood insurance program.
- (b) *Geographic location.* The Floodplain Overlay Districts shall apply to all lands within the jurisdiction of the county as shown on the flood insurance rate maps to be within the base flood elevation (BFE) boundaries.

2. Subsection (e)(1)(m):

- m. Forward all requests for ~~floodway district~~ conditional use permits to the planning and zoning commission and board of adjustment.

3. Subsection (e)(3) & (e)(3)(a)

- (3) ~~Floodway district~~ Conditional uses, permits and variances requests.
- a. ~~Floodway district~~ Conditional uses. Requests for ~~floodway district~~ a conditional uses permit shall be submitted to the zoning administrator, who shall forward such to the board of adjustment for consideration. Such requests shall include information ordinarily submitted with applications as well as any additional information deemed necessary by the zoning administrator.

4. Subsection (e)(3)(c)

- c. *Hearings and decisions of the board of adjustment.*
1. *Hearings.* Upon the filing of a request for ~~floodway district~~ a conditional use or a variance with the board of adjustment the board shall hold a public hearing. The board shall fix a reasonable time for the hearing and give public notice thereof, as well as due notice to parties in interest. At the hearing, any party may appear in person or by agent

or attorney and present written or oral evidence. The board may require the appellant or applicant to provide such information as is reasonably deemed necessary and may request the technical assistance or evaluation of a professional engineer or other expert person or agency, including the department of natural resources.

2. *Decisions.* The board of adjustment shall arrive at a decision on a ~~floodway-district~~ conditional use or variance within a reasonable time. The board of adjustment may, so long as such action is in conformity with the provisions of this chapter, reverse or affirm, wholly or in part, or modify the order, requirement, decision, or determination appealed from, and it shall make its decision, in writing, setting forth the findings of fact and the reasons of its decision.
3. *Factors.* For a ~~floodway-district~~ conditional use or variance application, the board of adjustment shall consider such factors as contained in this section and all other relevant sections of this chapter and may prescribe such conditions as contained in subsection (e)(3)c.4 of this section:
 - (i) The danger to life and property due to increased flood heights or velocities caused by encroachments.
 - (ii) The danger that materials may be swept on to other lands or downstream to the injury of others.
 - (iii) The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination and unsanitary conditions.
 - (iv) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
 - (v) The importance of the services provided by the proposed facility to the county board.
 - (vi) The requirements of the facility for a floodplain location.
 - (vii) The availability of alternate locations not subject to flooding for the proposed use.
 - (viii) The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.
 - (ix) The relationship of the proposed use to the comprehensive plan and floodplain management program for the area.
 - (x) The safety of access to the property in times of flood for ordinary and emergency vehicles.
 - (xi) The expected height, velocity, duration, rate of rise and sediment transport of the floodwater expected at the site.
 - (xii) Such other factors which are relevant to the purpose of this chapter.
4. *Conditions attached to ~~floodway-district~~ conditional uses or variances.* Upon consideration of the factors listed above, the board of adjustment may attach such conditions to the granting of ~~floodway-district~~ conditional uses or variances as it deems necessary to further the purpose of this chapter. Such conditions may include, but are not necessarily limited to:
 - (i) Modification of waste disposal and water supply facilities.
 - (ii) Limitation on periods of use and operation.

- (iii) Imposition of operational controls, sureties and deed restrictions.
- (iv) Requirements for construction of channel modification, dikes, levees, and other protective measures, provided such are approved by the department of natural resources and are deemed the only practical alternative to achieving the purposes of this chapter.
- (v) Floodproofing measures.

5. Subsection (g)(5)(e)

- e. New ~~or~~and substantially improved structures. All new ~~or~~and substantially improved structures shall meet the following performance standards:
 - 1. Fully enclosed areas below the lowest floor (not including basements) that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or meet or exceed the following minimum criteria:
 - (i) A minimum of two openings, with positioning on at least two walls, having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 - (ii) The bottom of all openings shall be no higher than one foot above grade.
 - (iii) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
 - (iv) The enclosed areas, shall be solely used for low damage potential uses such as parking of vehicles, limited storage, and/or access to the building.
 - (v) A non-conversion agreement shall be executed and recorded with the county recorder's office.
 - 2. New ~~or~~and substantially improved structures must be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
 - 3. New ~~or~~and substantially improved structures must be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork) elevated or floodproofed to at least two feet above the base flood elevation.
 - 4. New and substantially improved structures shall be constructed with plumbing, gas lines, water/gas meters and other similar service utilities either elevated (or in the case of non-residential structures, optionally floodproofed) to a minimum of two (2) feet above the base flood elevation or designed to be watertight and withstand inundation to such a level.

6. Subsection (g)(5)(f)

- f. ~~Factory-built homes:- All new and substantially improved factory-built homes including those placed in existing factory-built home parks or subdivisions shall be anchored to resist flotation, collapse, or lateral movement, and shall be elevated on a permanent foundation such that the lowest floor of the structure is a minimum of two feet above the base flood~~

~~elevation. Anchorage systems may include, but are not limited to, use of over-the-top or frame ties to ground anchors as required by the State Building Code.~~

1. All new and substantially improved factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be elevated on a permanent foundation such that the lowest floor of the structure is a minimum of two (2) feet above the base flood elevation.
2. All new and substantially improved factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be anchored to resist flotation, collapse, or lateral movement. Anchorage systems may include, but are not limited to, use of over-the-top or frame ties to ground anchors as required by the State Building Code.

7. Subsection (g)(5)(k)

- k. Subdivisions. Subdivisions (including factory-built home parks and subdivisions) shall be consistent with the need to minimize flood damages and shall have adequate drainage provided to reduce exposure to flood damage. Development associated with subdivision proposals (including the installation of public utilities) shall meet the applicable performance standards. Subdivision proposals intended for residential development shall provide all lots with a means of vehicular access that will remain dry during occurrence of a base flood. All ~~p~~Proposals for subdivisions shall include base flood elevation data for those areas located within the floodway fringe district. All subdivisions must comply with article IV, development review processes and requirements.

8. Subsection (i)

- (i) Performance standards for recreational vehicles in all floodplain overlay districts. Recreational vehicles may not be parked on-site for more than 180 days in a calendar year and must be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on wheels or a jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions. Recreational vehicles on site for more than 180 days and not ready for highway use shall be considered factory-built homes and must comply with section 107-44(g)5.f.

9. Subsection (j)

- (j) *Nonconforming Uses*—~~All F~~floodplain overlay districts. A structure or the use of a structure or premises which was lawful before the passage or amendment of this ordinance, but which is not in conformity with the provisions of this ordinance, may be continued subject to the following conditions:

ALTERNATIVES:

The following alternatives may be considered regarding the proposed UDC text amendments:

1. Recommend approval of the proposed amendments.
2. Recommend denial of the proposed amendments.
3. Refer the proposed amendments back to the staff for additional review/information.

STAFF RECOMMENDATION:

Staff recommends Alternative 1, recommend approval of the proposed UDC text amendments.

RESOLUTION # _____
Temporary Appointment of Deputy Auditor

WHEREAS, pursuant to Section 331.903(1), Code of Iowa, Joel D. Miller, Linn County Auditor, has submitted to the Board of Supervisors, Linn County, Iowa, for approval of Matthew Warfield, for appointment as Temporary Deputy Auditor, and

WHEREAS, the Board of Supervisors, Linn County, Iowa, finds Matthew Warfield to be qualified to serve as Deputy Linn County Auditor and that the appointment of Matthew Warfield will not exceed the number of deputies authorized for the Linn County Auditor's Office by the Board of Supervisors, Linn County, Iowa.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, that the appointment of Matthew Warfield as Temporary Deputy by Joel D. Miller, Linn County Auditor, is hereby approved retroactive to August 7, 2021.

PASSED and APPROVED this 11th day of August, 2021.

LINN COUNTY BOARD OF SUPERVISORS

Stacey Walker, Chair

Ben Rogers, Vice Chair

Louis J. Zumbach, Supervisor

Attest:

Joel D. Miller,
Linn County Auditor