

BOARD OF SUPERVISORSDistrict 1 | **Stacey Walker**District 2 | **Ben Rogers**District 3 | **Louis J. Zumbach****JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER**

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

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

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Wednesday, August 24, 2022

11 a.m.

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

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

Consent Agenda

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

Reports**Resolutions**

Resolution to approve a final plat for Dahl's First Addition, case JF22-0005.

Resolution to approve a residential parcel split for Horning Addition, case JPS22-0006.

Contract and Agreements

Approve and authorize Chair to sign a Memorandum of Understanding between Linn County, City of Cedar Rapids, City of Marion, and Linn County 911 Service Board to share the cost of a 10-year contract with Racom for maintenance of the Linn County joint radio System

Approve and authorize Chair to sign a Memorandum of Understanding (MOU) 06-JD21-22F for the provision of certain Fiscal Agent Services for Wrap Around and Staff Development Funds between Juvenile Court Services, 6th District and Linn County Community Services effective on October 1st, 2022 through September 30th, 2023.

Approve and authorize Chair to sign an amended contract 5883HC08 – Amendment 1 for HIV Client Services Program between Iowa Department of Public Health and Linn County Community Services for the contract period of April 1, 2022 – March 31, 2023. Amended contract adds \$1,861 for outreach support services for a total contract amount of \$868,035.

Approve purchase order #PO343 to Future Line Truck Bodies for a salt spreader for Facilities in the amount of \$6,314.98.

Approve purchase order #PO344 to Lynch Ford for a 2022 Chevrolet Silverado for Conservation in the amount of \$52,965.00

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

Discuss and approve resolution setting dates for public hearing on Renewable Energy Overlay District Rezoning Proposals

Third and final consideration of Ordinance Amendment, rezoning case JR22-0002, request of Ben Dahl, owner, to rezone 50.28 acres located at 424 Rosedale Rd, from the AG (Agricultural) district to the RR2(Rural Residential 2-acre) district.

Third and final consideration on case JA22-0001, an ordinance amending the Code of Ordinances, Linn County, Iowa by amending provisions in Chapter 107, Unified Development Code, primarily related to Agricultural Experiences in Linn County.

Approve and authorize Chair to sign a service agreement from East Central Iowa Council of Governments (ECICOG) for the preparation of a Linn County Housing and Equity Needs Study funded through ARPA.

Discuss and decide on a Resolution Establishing the first Linn County Resiliency Hub

Discuss and decide on Economic and Community Development Grant requests

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@linncountyiowa.gov.

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING A FINAL PLAT

WHEREAS, a final plat of Dahl's First Addition (Case #JF22-0005) to Linn County, Iowa, containing three (3) lots, numbered Lot 1, Lot 2 and lettered Lot A, has been filed for approval, a subdivision of real estate located in the NWNW of Section 20, Township 83 North, Range 6 West of the 5th P.M., Linn County, Iowa, described as follows:

PARCEL A, PLAT OF SURVEY #2479 AS RECORDED IN BOOK 10816, PAGE 421 OF THE RECORDS OF THE LINN COUNTY, IOWA RECORDER ON OCTOBER 27, 2020, BEING THE NORTH 777.48 FEET OF LOT 4, IRREGULAR SURVEY OF THE NW 1/4 OF SECTION 20-83-6, LINN COUNTY, IOWA; AND PARCEL B, PLAT OF SURVEY #2479 AS RECORDED IN BOOK 10816, PAGE 421 OF THE RECORDS OF THE LINN COUNTY, IOWA RECORDER ON OCTOBER 27, 2020, BEING THAT PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 19, EXCEPT THE NORTH 230 FEET THEREOF, LYING EASTERLY OF ROSEDALE ROAD; AND THAT PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 20 AND THE NORTH 1/2 OF THE NW 1/4 OF SECTION 20 LYING NORTH OF A LINE 1805.39 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION AND LYING EASTERLY OF THAT CITY PARCEL DESCRIBED IN VOLUME 1483, PAGE 448 IN THE OFFICE OF THE LINN COUNTY RECORDER AND LYING EASTERLY OF ROSEDALE ROAD; EXCEPT THE NORTH 230 FEET OF THE WEST 680 FEET OF SAID NW 1/4 OF THE NW 1/4 OF SECTION 20, ALL IN 83-6, LINN COUNTY, IOWA.

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 January 19, 2022 as last amended on February 21, 2022 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

1. Road and other improvements as required in the Unified Development Code, Article IV, Section 107-72, § 2 (g), (h), (i), & (j). The property owner will participate in the improvement of Rosedale Road. The property owner will pay the cost of placing a single application of seal coat 24' wide by 600' long centered on a single access or 600' beginning at the property line running past the access. Using the current cost of rock and sealcoat placement, the estimated cost is \$3.00 per foot or \$1800 for the road surface and grading. Payment is due prior to approval of the final plat by the Board of Supervisors.
2. 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.
3. Dedication of road rights-of-way, County Standard Specifications, Section 5. Forty feet of right-of-way along Rosedale Road, as measured from the current centerline of the paving, shall be dedicated to the County for road purposes.

4. Road agreement with conditions applicable to Final Plat cases. County Standard Specifications, Section 1.
5. E-911 address sign is required to be located at driveway entrance.
6. Proposed driveway locations are required to be shown on the address plat for preliminary addressing. Actual address may change at time of driveway placement to reflect accurate address. Address assigned by 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. Show approximate location of natural drainage ways and a note restricting building within the natural drainage way should be shown on the site plan for lots 1 & 2. Contact the NRCS office for widths and building restrictions 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. Clarify plans to address potential wetland area with NRCS.

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 JF22-0002 shall be met prior to approval of final plat bound copies. Rezoning case JF22-0002 will be finalized when final plat bound copies are ready to be approved by the Linn County Board of Supervisors.
7. One original and one complete copy 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. Ten 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 **FEBRUARY 21, 2023** 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 **August 24, 2023**, to be valid.

Passed and approved this 24th day of August 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 _____, 2022.

Notary Public State of Iowa

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of Horning Addition (Case # JPS22-0006) to Linn County, Iowa, containing three (3) lots, numbered Lot 1, lettered Lot A and Outlot A, has been filed for approval, a subdivision of real estate located in the SESE of Section 13, Township 84 North, Range 6 West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the Southeast Corner of Section 13, Township 84 North, Range 6 West of the Fifth Principal Meridian; thence S89°25'21 "W along the south line of the Southeast Quarter of said Section 13, a distance of 1327 .10 feet; thence N 1 ° 19'41 "W along the west line of the Southeast Quarter of said Southeast Quarter, 1326.43 feet; thence N89°26'45"E along the north line of said Southeast Quarter of the Southeast Quarter, 1325.55 feet to the east line of said Southeast Quarter; thence S1°23'45"E along said east line, 1325.91 feet to the point of beginning. Said parcel contains 40.37 acres, subject to easements and restrictions of record.

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 16, 2022, as last amended on April 18, 2022, have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

1. Dedication of road rights-of-way, County Standard Specifications, Section 5. Forty feet of on Stone Road and Big Springs Road shall be dedicated to Linn County for road purposes.
2. Road agreement with conditions applicable to residential parcel split cases. County Standard Specifications, Section 1.
3. E-911 address sign is required to be located at driveway entrance.

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. Wet soils may adversely impact possible home and septic site(s). Clarify plans for subsurface drainage with USDA Natural Resources Conservation Service (NRCS).

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. 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 a parcel of less than 35 acres. Either combine the remaining land to an adjacent parcel 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 and will require the note: "This parcel may only be developed in accordance with all development regulations in effect at the time development is proposed" on the plat.
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 1 complete copy 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) Ten original signed plat drawings
 - (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 18, 2023**, 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.

Linn County Board of Supervisors

Resolution # _____

JPS22-0006

August 24, 2022

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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 **August 24, 2023**, to be valid.

Passed and approved this 24th day of August 2022

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Board of Supervisors

Resolution # _____

JPS22-0006

August 24, 2022

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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 _____, 2022.

Notary Public State of Iowa

MEMORANDUM OF UNDERSTANDING

Between

**Linn County 911 Service Board
City of Cedar Rapids
City of Marion
and
Linn County, Iowa**

This agreement ("Agreement") is entered into by and between the Linn County 911 Service Board, the City of Cedar Rapids, Iowa, the City of Marion, Iowa, and Linn County, Iowa. They shall be collectively referred to as the "parties."

NOW, THEREFORE, in consideration of the mutual promises and other consideration contained herein, the sufficiency of which is hereby acknowledged by the parties, the parties, intending to be legally bound, agree as follows:

1. Purpose and Scope of Work

The purpose of this Agreement is to memorialize an agreement for the parties to share the costs of a 10-year contract Linn County, Iowa, has entered in to with RACOM for maintenance of the Linn County joint radio system, Exhibit A, which is attached hereto and incorporated herein by reference. The percentages and amounts due per fiscal year by each party to this Agreement are reflected in the schedule, Exhibit B, which is attached hereto and incorporated herein by reference. In the event that the state wireless funds or surcharge revenues are insufficient to allow the Linn County 911 Service Board to meet its obligations under this Agreement, the parties agree to renegotiate the contribution amounts/percentages.

2. Term

This Agreement shall remain in effect until the end of the RACOM contract, June 30, 2032, unless otherwise amended.

3. Compensation

Annually upon receipt of invoice from RACOM, Linn County shall provide each party with an invoice using figures from Exhibit B, with payment by the parties due within 30 days.

4. Notices

Any and all notices, invoices, requests, designations, acceptances, or any other communications required to be given or which shall be given under this Agreement shall be in writing delivered by a reliable carrier or by electronic mail addressed to the parties as follows:

Linn County, Iowa	City of Cedar Rapids, Iowa
Name: Ben Rogers	Name:
Title: Chairperson	Title:
Address: 935 2 nd Street SW	Address:
City, State, Zip: Cedar Rapids, IA 52404	City, State, Zip:
Email: ben.rogers@linncountyiowa.gov	Email:

City of Marion, Iowa	Linn County 911 Service Board
Name:	Name: Brian D. Gardner
Title:	Title: Chairperson
Address:	Address: 310 2 nd Avenue SW
City, State, Zip:	City, State, Zip: Cedar Rapids, IA 52404
Email:	Email: brian.gardner@linncountyiowa.gov

5. Assignment and Delegation

This Agreement may not be assigned, transferred, or conveyed in whole or in part without the prior written consent of the other parties, except that the parties may assign, transfer, or convey this Agreement, in whole or in part, to any entity that succeeds the party's duties hereunder or otherwise assumes responsibility for functions or duties currently assumed by the party to which the work relates.

6. Third Party Beneficiaries

This Agreement is intended only to benefit Linn County, Cedar Rapids. Marion and Linn County 911 Service Board and their respective successors and permitted assigns. There are no third-party beneficiaries to this Agreement.

7. Entire Agreement

This Agreement represents the entire agreement between the parties concerning the Project. The parties shall not rely on any representation that may have been made which is not included in this Agreement. This Agreement supersedes all prior contracts or agreements.

8. Amendments

The Agreement may be amended in writing from time to time by mutual consent of the parties. No amendments or changes to this Agreement shall be effective unless made in writing and signed by authorized representatives of the parties.

9. Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be void, invalid, or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

10. Waiver

Except as specifically provided for in a waiver signed by duly authorized representatives of the parties, failure by any of the parties at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

11. Counterparts

This Agreement may be executed in any number of counterparts or, through the exchange by facsimile or other electronic means of duly-signed duplicates hereof, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as set forth below, and this Agreement is entered into and made effective as of the date of the last signature appearing below.

Linn County, Iowa
By: Ben Rogers, Chairperson

Date

City of Cedar Rapids, Iowa
By: _____ Authorized Representative

Date

City of Marion, Iowa
By: _____ Authorized Representative

Date



Linn County 911 Service Board
By: Brian D. Gardner, Chairperson

8-22-22
Date



**COMMUNICATION SYSTEMS MAINTENANCE AGREEMENT FOR
Linn County, IA
07/01/21 - 06/30/22**

We hereby propose the following comprehensive maintenance services and pricing for the services as described below:

1. RACOM will assume all maintenance service and support responsibilities that have been provided by L3Harris as outlined in Exhibit G of Linn County, IA Communications Project dated April 28, 2011 ("Contract")
2. RACOM will furthermore assume all maintenance service and support responsibilities that have been provided by L3Harris in Change Order # 8, Modifications to Exhibit G – System Maintenance Agreement May 21, 2014
3. During the term of this agreement, RACOM will also develop a more comprehensive proposal for the communication system to address the needs for long-term compatibility with SARA and upgrades of subsystems and components to extend the life of the system

Contract Term

The contract term is one year from July 1, 2021 to June 30, 2022. This contract may be extended, upgraded or replaced with the mutual consent of both parties.

Service Response

Standard service is provided M-F, 8 AM to 5 PM, excluding RACOM and customer holidays. Local calls during normal business hours are answered live at our local office to provide immediate response.

Emergency Services are also included. After-hours calls are answered immediately at RACOM's Network Control Center (NCC) which is staffed 24 x 7 x 365. All calls are answered live by RACOM employees. No calls are answered by a third-party or answering service.

Technicians are dispatched immediately for any emergency service required. Non-critical issues will be logged for response during normal business hours.

Contract Exclusions

This contract does not cover acts of God, equipment abuse, or services beyond the scope of the previously mentioned contracts it replaces. RACOM reserves the right to determine if equipment is no longer repairable or has reached end-of-life and will make recommendations for replacement or upgrade options.

AMENDMENT 1:

COMMUNICATION SYSTEMS MAINTENANCE AGREEMENT FOR Linn County, IA 07/01/21 - 06/30/22 Extending to 6/30/32

This Amendment outlines the extension and changes to the above Agreement between RACOM and Linn County, Iowa. This 10-year extension continues to provide the maintenance coverage outlined in the Agreement from **7/1/22 through 6/30/32** along with the following hardware and software obsolescence protections:

- a) During the term of this Agreement, RACOM will be responsible for obsolescence protection through the combination of software upgrades, hardware upgrades and replacements to maintain Linn County's system operation and participation in the Shared Area Regional Agreement (SARA). The systems for which RACOM will be responsible for such upgrades and replacements include:
 - a. L3Harris P25 radio system Cores and Site Infrastructure
 - b. The Existing Legacy and Conventional RF systems interfaced to the L3Harris P25 radio system through Interoperability Gateways
 - c. The Radio Dispatch Consoles at the PSAPs
 - d. The Microwave Network including all networking and MPLS equipment at the sites and locations of the current system
 - e. The digital POCSAG fire paging solution
- b) There are numerous components that will require replacement. Minimally, RACOM will replace the following at least once during the term in order to upgrade the system prior to the end of term:
- c)

Subsystem	Quantity of Upgrades or full Replacement	Notes
VIDA Core	2	Geographically Redundant
Symphony Dispatch Consoles	2	20 Dispatch Consoles across 4 Communication Centers
MASTR V Repeaters	1	Quantity of 103 Repeaters
All Antennas and Lines	1	Includes 7/800, UHF and VHF
Microwave Backhaul	1	15 Links, including antennas and lines
MPLS, Switches and Routers	3	To keep the solution current and compatible with SARA
Netclock Refresh		As Required
Interoperability base	1	Minimally replacing each one

stations, repeaters and radios		once
Digital (Fire) Paging	1	Replace POCSAG repeaters and controller
UniTrends Security Server (Cyber Security Servers)	1	Minimally replace server and software
3 rd -Party Software Renewals	3-4	As needed to cover the full 10-years
Batteries	1	DC Plant batteries at the sites

- d) Customer and RACOM will mutually decide upon the timing of all upgrades and replacements, as to minimize disruption, enhance performance and maximize the useful life of the communications system.
- e) RACOM will manage and coordinate the County's maintenance and repair contracts for the civils work, including generators, UPS equipment, HVAC systems and tower crews.
- f) This Agreement does not include the replacement of end-user equipment such as mobile, portable and control station radios, pagers, batteries and accessories
- g) The following are examples of other communication solutions that are beyond the coverage of this Agreement:
- Obsolescence protection is not provided for the following:
 - Fire Station Alerting
 - CAD and CAD computers
 - 911 Call Taking
 - Logging recorder
 - Outdoor Warning Siren Hardware;
 - Dispatch Console Furniture
 - RACOM will manage and coordinate the County's maintenance and repair contracts for the civils work, including generators, UPS equipment, HVAC systems and tower crews, while these expenses and replacements are the responsibility of the County
 - Other Equipment purchases after July 1, 2022

This Amendment fulfills the objectives of the original 7/1/21 – 6/30/22 Agreement as it stated:

During the term of this agreement, RACOM will also develop a more comprehensive proposal for the communication system to address the needs for long-term compatibility with SARA and upgrades of subsystems and components to extend the life of the system

Contract Term

The contract term is 10 years from July 1, 2022 to June 30, 2032. The 10-year term evenly distributes the costs of maintenance and upgrades across the term, avoiding spikes and relinquishing the Customer of risks of obsolescence and repair. This contract may be extended or upgraded with the mutual consent of both parties.

Contract Pricing and Payment Terms

The following annual payments are due Net 30 as follows.

Year	Due Date	Amount
1	July 1, 2022	\$ 1,893,920.00
2	July 1, 2022	\$ 1,893,920.00
3	July 1, 2022	\$ 1,893,920.00
4	July 1, 2022	\$ 2,235,448.21
5	July 1, 2022	\$ 2,302,511.66
6	July 1, 2022	\$ 2,371,587.01
7	July 1, 2022	\$ 2,442,734.62
8	July 1, 2022	\$ 2,516,016.66
9	July 1, 2022	\$ 2,591,497.16
10	July 1, 2022	\$ 2,669,242.07

This pricing reflects 3% annual increases beginning Year 4

Note: Years 2 and 3 pricing has been reduced from \$2,235,448.21 to \$1,893,920.00 for contraction execution by 6/30/22.

Non-Contract Services

Per the agreement, RACOM will provide other services beyond the scope of this agreement at the following 2022 hourly rates. Rates will then increase at 3% per year beginning 7/1/23.

- Technician \$125
- Engineering \$150
- Project Management \$175
- Overtime 1.5X
- Sundays/Holidays 2X



Other Terms:

Unless specifically changed by this Amendment, all other terms of the original Agreement of 7/1/21 – 6/30/22 shall remain.

Contract Acceptance

The above prices, specifications and conditions are satisfactory and are hereby accepted.

AGREED TO BY:



Name
Title
City, State Zip

8.3.2022

Date

Terry Brennan

Vice President
RACOM Corporation
Marshalltown, IA 50158

Date

Agency	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
Cedar Rapids	946,960.00	946,960.00	946,960.00	1,117,724.11	1,151,255.83	1,185,793.51	1,221,367.31	1,258,008.33	1,295,748.58	1,334,621.04
Linn County	719,689.60	719,689.60	719,689.60	849,470.32	874,954.43	901,203.06	928,239.16	956,086.33	984,768.92	1,014,311.99
Marion	227,270.40	227,270.40	227,270.40	268,253.79	276,301.40	284,590.44	293,128.15	301,922.00	310,979.66	320,309.05
TOTAL	1,893,920.00	1,893,920.00	1,893,920.00	2,235,448.21	2,302,511.66	2,371,587.01	2,442,734.62	2,516,016.66	2,591,497.16	2,669,242.07
Actual DUE	1,893,920.00	1,893,920.00	1,893,920.00	2,235,448.21	2,302,511.66	2,371,587.01	2,442,734.62	2,516,016.66	2,591,497.16	2,669,242.07

Actual DUE	1,893,920.00	1,893,920.00	1,893,920.00	2,235,448.21	2,302,511.66	2,371,587.01	2,442,734.62	2,516,016.66	2,591,497.16	2,669,242.07
Linn E911 Board	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00	900,000.00
Adjusted Due	993,920.00	993,920.00	993,920.00	1,335,448.21	1,402,511.66	1,471,587.01	1,542,734.62	1,616,016.66	1,691,497.16	1,769,242.07

Agency	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
Cedar Rapids	496,960.00	496,960.00	496,960.00	667,724.11	701,255.83	735,793.51	771,367.31	808,008.33	845,748.58	884,621.04
Linn County	377,689.60	377,689.60	377,689.60	507,470.32	532,954.43	559,203.06	586,239.16	614,086.33	642,768.92	672,311.99
Marion	119,270.40	119,270.40	119,270.40	160,253.79	168,301.40	176,590.44	185,128.15	193,922.00	202,979.66	212,309.05

Percentage	
Cedar Rapids	50.00%
Linn County	38.00%
Marion	12.00%
TOTAL	100.00%
Fixed	
Linn E911 Board	900,000.00

DATE: August 11, 2022	AMENDMENT #: 1
CONTRACT #: 5883HC08	PROJECT TITLE: HIV Client Services Program
CONTRACTOR: Linn County Treasurer dba Linn County Community Services	TOTAL APPROVED FUNDING: \$866,174.00 \$868,035.00
CONTRACT PERIOD: April 1, 2022 – March 31, 2023	FUNDING SOURCE: FEDERAL: \$114,878.00 STATE: \$846.00 \$2,538.00 OTHER: \$750,450.00 \$750,619.00 Interagency State: \$0 Interagency Federal: \$0 Private/Fees/Other: \$750,450.00 \$750,619.00

This contract is amended by reducing the unexpended funding for the first three-month state budget period of April 1, 2022, through June 30, 2022, under Maintenance Outreach Support Services, and adding the nine-month state budget funding of July 1, 2022, through March 31, 2023, under Maintenance Outreach Support Services in Article IX – Budget.

The following changes are being made to the funding:

April 1, 2022 – June 30, 2022

ORG 1553 State = -\$846.00

July 1, 2022 – March 31, 2023

ORG 1553 State funding = +\$2,538.00

Other ORG #0804 3RWR = +\$169.00

Article IX - Budget:

Initial Total Approved Funding	Amendment #1	Updated Contract Award
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A. Case Management

	Medical Case Management	\$67,688.00	\$0.00	\$67,688.00
	Non-Medical Case Management	\$155,683.00	\$0.00	\$155,683.00

	Brief Contact Management	\$111,686.00	\$0.00	\$111,686.00
	Maintenance Outreach Support Services April 1, 2022 – June 30, 2022	\$846.00	-\$846.00	\$0.00
	Maintenance Outreach Support Services July 1, 2022 – March 31, 2023	\$0.00	+\$2,538.00	\$2,538.00
	Case Management Supplies	\$9,411.00	\$0.00	\$9,411.00

B. Core Medical Services

	Early Intervention Services (EIS)	\$0.00	\$0.00	\$0.00
	Health Insurance Premium and Cost Sharing Assistance (HIPCSA)	\$22,500.00	\$0.00	\$22,500.00
	Home and Community-Based Health Services	\$0.00	\$0.00	\$0.00
	Home Health Care	\$0.00	\$0.00	\$0.00
	Medical Nutrition Therapy	\$0.00	\$0.00	\$0.00
	Mental Health Services	\$0.00	\$0.00	\$0.00
	Oral Health Care	\$0.00	\$0.00	\$0.00
	Outpatient/Ambulatory Health Services (OAHS)	\$0.00	\$0.00	\$0.00
	Substance Abuse Outpatient Care	\$0.00	\$0.00	\$0.00

C. Support Services

	Child Care Services	\$0.00	\$0.00	\$0.00
	Emergency Financial Assistance	\$55,000.00	\$0.00	\$55,000.00
	Food Bank/Home Delivered Meals	\$27,000.00	\$0.00	\$27,000.00
	Health Education/Risk Reduction	\$0.00	\$0.00	\$0.00
	Housing	\$158,815.00	\$0.00	\$158,815.00
	Linguistic Services	\$500.00	\$0.00	\$500.00
	Medical Transportation	\$17,300.00	\$0.00	\$17,300.00
	Other Professional Services	\$0.00	\$0.00	\$0.00
	Outreach Services	\$0.00	\$0.00	\$0.00
	Psychosocial Support Services	\$0.00	\$0.00	\$0.00
	Referral for Health Care and Support Services	\$0.00	\$0.00	\$0.00
	Substance Abuse Services (residential)	\$38,882.00	\$0.00	\$38,882.00

D. Infrastructure Development

	Quality Management activities	\$0.00	\$0.00	\$0.00
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	Data Management activities	\$0.00	\$0.00	\$0.00
	Planning and Coordination	\$29,124.00	\$0.00	\$29,124.00
	Capacity Building	\$0.00	\$0.00	\$0.00
	Supplies	\$618.00	\$0.00	\$618.00

E. Benefit Coordination

	Benefit Coordination	\$91,760.00	\$0.00	91,760.00
	Benefit Coordination Supplies	\$618.00	\$0.00	\$618.00
Subtotal		\$787,431.00	+\$1,692.00	\$789,123.00
Administration		\$78,743.00	+\$169.00	\$78,912.00
Total		\$866,174.00	\$1,861.00	\$868,035.00

Article XI- Additional Conditions

Article XI(5)(d) of this Contract is deleted and replaced with the following:

~~d. Additional Terms for Immunization Data Transferred to Contractor Pursuant to Data Sharing Agreement 588DSA2021-35 between Iowa Department of Public Health, Bureau of Immunization and Tuberculosis and Iowa Department of Public Health, Bureau of HIV, STD, and Hepatitis.~~

- ~~i. Purpose. The Contractor may receive access to Iowa Immunization Registry Information System (IRIS) data, including the variables of vaccine administration date, vaccine name, CVX code, and manufacturer name, for the purpose of determining missing vaccinations for people living with HIV/AIDS and assisting individuals with getting vaccinations or referrals to a vaccine provider.~~
- ~~ii. Legal Authority. The Department may share IRIS information with the Contractor, as an agent bound to the Department, to the extent that the information is necessary to perform a legally authorized function of the other Bureau pursuant to 641 IAC 7.11(4)(a)(5). The Contractor shall not use information obtained from the registry to market services to patients or nonpatients, to assist in bill collection services, or to locate or identify patients or nonpatients for any purposes other than those expressly provided in this Contract.~~
- ~~iii. With respect to any data received through this Contract that originate with the IRIS data system, the Contractor shall comply with all terms within the Data Sharing Agreement 588DSA2021-35 between Iowa Department of Public Health, Bureau of Immunization and Tuberculosis and Iowa Department of Public Health, Bureau of HIV, STDs, and Hepatitis.~~

d. Additional Terms for Immunization Data Access.

i. Purpose. The Contractor may receive access to Iowa Immunization Registry Information System (IRIS) data, including the variables of vaccine administration date, vaccine name, CVX code, and manufacturer name, for the purpose of determining missing vaccinations for people living with HIV/AIDS and assisting individuals with getting vaccinations or referrals to a vaccine provider. The Department will allow this access following the Contractor's completion of a signed IRIS User Agreement. With regard to the use and disclosure of IRIS information, the Contractor shall follow all terms provided within the Iowa Department of Public Health Immunization Registry Information System (IRIS) Security and Confidentiality Policy with an effective date of October 2021.

ii. Legal Authority. Iowa Department of Public Health Immunization Registry Information System (IRIS) data are confidential (641 IAC 7.11(4)). The Department may share IRIS information with an agency that completes an agreement with IDPH which specifies conditions for access to registry data and how that data will be used, with an entity bound by a state agency to the extent that information is necessary to perform a legally authorized function of that agency or the Department, and to enrolled users of the registry who have completed an enrollment form that specifies the conditions under which the registry can be accessed and who have been issued an organization code and user name by the Department (641 IAC 7.11(4)(a)(2,4, and 5)). The Contractor shall not use information obtained from the registry to market services to patients or non-patients, to assist in bill collection services, or to locate or identify patients or non-patients for any purposes other than those expressly provided in this Agreement (641 IAC 7.11(4)(a)(4)).

The amendment shows an increase of \$1,861.00 and the new available funding is \$868,035.00.

All other conditions and terms of the contract remain in effect. The contractor specifies no additional changes have been made to the Special Conditions or General Conditions. The parties hereto have executed this contract amendment on the day and year last specified below.

For and on behalf of the Department:

For and on behalf of the Contractor:

By: _____
Ann Garvey, State Public Health Veterinarian &
Deputy State Epidemiologist

By: _____
Insert Date (required if not a digital signature): _____

LINN COUNTY ORDINANCE No. - - 2022

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 7th day of March, 2022

Second consideration on the 9th day of March, 2022

Third and final passage on the 24th day of August, 2022

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 _____, 2022 and published as provided by law on _____, 2022.

Linn County Auditor

Subscribed and sworn to me this _____ day of _____, 2022

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 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 1st day of August, 2022

Second consideration on the 3rd day of August, 2022

Third and final passage on the 24th day of August, 2022

Published in the Gazette on the _____ day of _____, 2022

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 _____, 2022 and published as provided by law on _____, 2022.

Linn County Auditor

Subscribed and sworn to me this _____ day of _____, 2022.

Notary Public, State of Iowa

ATTACHMENT A

PART I SUMMARY OF PROPOSED UDC AMENDMENTS:

1. Article V, Section 107-93, (e) Off-street parking and loading

The proposed change will separate the existing parking surface language into two paragraphs and allow agricultural experiences to be exempt from the paragraph 1 requirement to hard surface all commercial drives and parking areas in the urban service area land-use designation. It is also proposed that driveways accessing hard-surfaced roads will be reduced to hard-surfacing to the property line, rather than the current requirement of hard surfacing to the building setbacks.

2. Article V, Table 107-93 Off-street parking requirements by use group or use category

The proposed change will add new off-street parking requirement categories. A new Tier I agricultural experiences use category, which will likely encompass the majority of the agricultural experiences uses on a farm property, will only require a minor site plan and a preliminary discussion with the Planning and Development Department about the amount of off-street parking needed to accommodate the numbers of visitors to the farm.

The other new agricultural experience use category, Tier II, will include two categories. The first will only include wedding venues, event spaces, banquet/reception facilities, and social or fraternal organizations. This use category will require 13 off-street spaces per 1000 sq. ft. of gross floor area. This recommendation is being made with the full support of the Linn County Sheriff's Department and Linn County Secondary Road Department. All other Tier II agricultural experience use types, which may include, but is not limited to, farm winery, brewery, cider mill, distillery, bar/restaurant, and retail stores (i.e. farm/general store), will have no change to the 4 off-street parking spaces per 1000 sq. ft. of gross floor area that those uses already require.

Another proposed change to Table 107-93 is running concurrently with this amendment but is unrelated to Agricultural Experiences. A new category will be added for Retail, Service, and Commercial uses that is specific to a wedding venue, event space, banquet/reception facility, and social or fraternal organizations that do not meet the state's definition of an Agricultural Experience. These uses will require 13 off-street parking spaces per 1000 sq. ft. of gross floor area. This proposal is intended to more accurately quantify the number of spaces that are necessary for these types of large gathering spaces and to maintain a higher level of safety along county roads. This recommendation is being made with the full support of the Linn County Sheriff's Department and Linn County Secondary Road Department. All other Retail, Service, and Commercial uses will continue to require the same number of spaces that is already listed in Table 107-93.

3. Article VI, Specific Development Standards, Section 107-111- Introductory Provisions

The proposed change will ensure that the new standards created in 107-112, specific to agricultural experiences, shall prevail in the event of a conflict with any other regulations of the development code.

4. Article VI, Specific Development Standards, Section 107-112 - Standards for Agricultural Uses.

The proposed change will add the new standards specific to Tier I and Tier II agricultural experiences.

5. Article VII Zoning Classifications, Density, Dimensional Standards and Allowed Uses, Table 107-147-1 Use Table

The proposed change will add Agricultural Experiences as a new use to the Agricultural Uses category in Table 107-147-1. It will show that agricultural experiences are a permitted use in all zoning districts, except MH (Mobile Home District).

Another proposed change, which is unrelated to Agricultural Experiences, will move Catering Service into a new standalone Food Service use in the Retail, Service, and Commercial Uses category. Wedding venue, and event space, will also be added to the existing Food Service use category that includes banquet/reception hall, and social or fraternal organizations.

Another proposed change, which is unrelated to Agricultural Experiences, will except out public service facilities, similar to cemeteries, from the Institutional and Civic Uses – Community Services parking standards in Table 107-93.

6. Article XI Definitions, Section 107-180 Definitions

The proposed change will add the definition of Agricultural Experiences as stated in Iowa Code 335.26.

PART II PROPOSED UDC AMENDMENTS: This part of the report details the actual text amendment language; language that is added to the section will be displayed as underlined text and deleted language will be represented as ~~strikethrough~~ text.

1. Article V General Regulations, Section. 107-93. General regulations for uses, Subsection (e) Off-street parking and loading (5)(e)

(e) Surfacing, grading, drainage.

1. In the urban service area, all commercial drives and parking areas are to be paved with an asphaltic or Portland cement binder pavement, or such other hard but permeable surfaces. ~~or engineered grass surfaces.~~
2. In all other land use areas, dust-controlled gravel parking areas shall be permitted. In those instances where the access is onto a hard surfaced road, the driveway shall be hard-surfaced at a minimum to the property line. ~~required setback~~. In all cases where handicapped parking is required, the handicapped space shall be paved, along with the most direct route to public areas. Parking areas and drives shall be so graded and drained as to dispose of or infiltrate all surface water accumulation within the area; and shall be so arranged as to provide for orderly and safe loading or unloading and parking and storage of motor vehicles.

2. Article V General Regulations, Section. 107-93. General regulations for uses Table 107-93, Off-street parking requirements by use group or use category

Use Group, Use Category From Table 107-147-1	Required Spaces
<u>Agricultural Uses – Tier I Agricultural Experience</u>	<u>Sufficient parking based on use, to be determined during Minor Site Plan review.</u>
<u>Agricultural Uses – Tier II Agricultural Experience - Wedding venue, event space, banquet/reception facility, social or fraternal organization</u>	<u>13/1000 sq. ft. of gross floor area</u>

Agricultural Uses – Tier II Agricultural Experience – All other uses	<u>4/1,000 sq. ft. of gross floor area</u>
Residential uses— household living	1 per dwelling unit
Residential uses— group living	1 per dwelling unit plus one for every 2 bedrooms
Institutional and civic uses— community services except cemetery and public service facility uses	1 for each four seats provided or 1/1,000 sq. ft. of gross floor area
Institutional and civic uses— cemetery	1/2,000 sq. ft. of gross land area
Institutional and civic uses— educational institutions except secondary school	1/each employee plus 1/each 4 students, based on building occupancy limits
Institutional and civic uses— secondary school	1/each employee plus 1/each 6 students, based on building occupancy limits
Institutional and civic uses— school transportation center, public or private	1.25 spaces/each full-time permanent employee; plus 1 space/school bus
Institutional and civic uses— school building and grounds maintenance facility	1.25 spaces/each full-time permanent employee
Institutional and civic uses— school sports complex	1 space per 4,000 square feet of land area dedicated to sports facility use, plus 1 space/5 fixed seats. Overflow parking areas shall be designated on the site plan; permeable surfaces are encouraged for the designated overflow parking areas
Institutional and civic uses— health care and social services	6/1,000 sq. ft. of gross floor area
Institutional and civic uses— public parks and open space	Sufficient parking based on use, to be determined during development review process
Institutional and civic uses— nature centers and similar uses	1/each employee plus 1 per 3 occupants, based on building occupancy limits
Retail, service, and commercial uses - <u>Wedding venue, event space, banquet/reception facility, social or fraternal organization</u>	<u>13/1000 sq. ft. gross floor area</u>
Retail, service, and commercial uses – <u>all other uses</u>	4/1,000 sq. ft. of gross floor area except for the business and household services use category; these shall be 2/1,000 sq. ft. or gross floor area;
Industrial uses	2/1,000 sq. ft. of gross floor area
Transportation and utility uses	2/1,000 sq. ft. of gross floor area; for utility uses, 1 space/communications tower greater than 80 feet in height; for wind farms, 1 space/wind turbine; 1 space/utility substation

3. Article VI Specific Development Standards, Section 107-11 Introductory Provisions

e) Agricultural Experience. Uses that are determined to be an Agricultural Experience shall only conform to subsection (c) of Section 107-112 which prevails over any conflicting regulations in this section.

4. Article VI Specific Development Standards, Section 107-112 Standards for Agricultural Uses

(c) Agricultural Experience.

(1) Tier I Agricultural Experience Activities. Tier 1 agricultural experiences include, but are not limited to, farmers markets, u-pick operations, community supported agricultural operations, field days, agriculturally related educational and learning experiences, farm tours, farm stays, food truck events, living history farms, petting zoos, farm animal rehabilitation and therapy, farm-to-table events, commercial kitchens, food processing demonstrations, on-farm fairs or festivals, corn mazes with educational interpretation, and hay rides. Tier I agricultural experiences do not include temporary non-recurring uses in line with general agricultural operations, which fall under general agricultural uses.

a. Agricultural Experience Worksheet. Evidence shall be provided that the proposal meets State of Iowa definition for agricultural experiences.

b. Minor site plan required. A minor site plan shall be submitted prior to the approval of Tier I agricultural experiences

c. Technical Review Committee. Upon receipt of a request for a Tier I Agricultural Experience use, planning and development staff shall forward the request to the technical review committee. The technical review committee shall review the request for conformance with this chapter, the comprehensive plan, and other applicable plans, regulations and design standards. The technical review committee shall compile a list of required conditions. After review, planning and development staff shall contact the requestor to discuss the committee's findings and mail a report to the requestor outlining the required conditions.

d. Parking Standards. Sufficient parking based on use, to be determined during Minor Site Plan review and is exempt from 107-93.

i. All parking required to be off-street.

ii. Overflow parking areas may be required and shall be identified on the minor site plan.

iii. Handicapped parking. Off-street parking areas shall be designed to meet the number, placement, size and marking and identification requirements for handicapped parking contained in 42 USC 12181-9 and I.C.A. § 321L.5.

e. Licenses and permits. Facilities must obtain all required local, state and federal licenses or permits, including building permits for all structures to be used by the public.

(2) Tier II Agricultural Experience Activities. Tier II agricultural experiences include, but are not limited to, winery, brewery, cider mill, distillery, bar/restaurant, farm/general store, event space, banquet hall, reception facility or wedding venue.

a. Agricultural Experience worksheet. Evidence must be provided that the proposal meets State of Iowa definition for agricultural experiences.

[illegible]

Retail, Service and Commercial Uses		STD	AG	RR 1/2/3	VR	VM	USR	USR- MF	HC	GC	I	CNR	MH
Food Services	Restaurant, standard	107- 115(r)				P			P	P			
	Food service, limited, coffee shop, ice cream, snack bar, etc. [less than full kitchen]	107- 115(r)				P			P	P			
	Drive-through accessory to food service	107- 115(s)				P			P	P			
	Bar or tavern	107- 115(r)				C			P	P			
	<u>Catering Service</u>	<u>107- 115(r)</u>				P			P	P			
	<u>Wedding venue, event space, catering service, banquet/reception facility, social or fraternal organization</u>	107- 115(r)	C			P			P	P			

6. Article XI Definitions, Section 107-180 Definitions

Agricultural Experience (Agricultural Tourism): Any agriculture-related activity, as an annual or recurring seasonal secondary use in conjunction with agricultural production, on a farm which activity is open to the public with the intended purpose of promoting or educating the public about agriculture, agricultural practices, agricultural activities, or agricultural products.



SERVICE AGREEMENT

Purpose. This SERVICE AGREEMENT is hereby entered into by Linn County (hereinafter referred to as the “COUNTY”) and the EAST CENTRAL IOWA COUNCIL OF GOVERNMENTS (hereinafter referred to as the “SERVICE PROVIDER”) for the purpose of contracting with the SERVICE PROVIDER for the preparation of a Linn County Housing & Equity Needs Study and Assessment (hereinafter referred to as the “STUDY”).

Scope of Services. The SCOPE OF SERVICES & SERVICE COST PROPOSAL for the STUDY shall be made a part of this SERVICE AGREEMENT (see attached). All provisions and language of the SCOPE OF SERVICES & SERVICE COST PROPOSAL shall be adhered to as if they were incorporated herein.

Fee. The SERVICE PROVIDER will provide staff services to complete the STUDY at a fee not to exceed **\$70,000** (seventy thousand dollars). This fee shall include the cost of traveling to meetings, printing drafts of the STUDY, preparing meeting notices and materials, and other miscellaneous expenses associated with completion of the STUDY, as described in the SCOPE OF SERVICES.

The COUNTY shall be invoiced by the SERVICE PROVIDER on a quarterly basis on the following schedule: \$15,000 for the periods ending December 31, 2022, March 31, 2023, and June 30, 2023. The balance shall be invoiced at the completion of the STUDY. Payment is expected within thirty (30) days.

The SERVICE AGREEMENT may be amended if the COUNTY determines that additional, unforeseen work not listed in the SCOPE OF SERVICES is required to complete the STUDY. The cost for the work shall be agreed upon by the COUNTY and the SERVICE PROVIDER.

SERVICE PROVIDER agrees to the terms and conditions listed in **EXHIBIT B Mandatory Contract Provisions** and made a part of this SERVICE AGREEMENT.

Effective Dates. The effective starting date for the SERVICE AGREEMENT shall be September 1, 2022. The SERVICE AGREEMENT shall remain in effect until the STUDY is completed. If the STUDY is not completed within 12 months as stipulated in the SERVICE PROPOSAL, monthly reports from the SERVICE PROVIDER to the COUNTY shall detail the progress made toward completion as well as the anticipated completion date.

Termination. This SERVICE AGREEMENT may be terminated by either the COUNTY or SERVICE PROVIDER by submitting a written notice of termination to the other party with 30 days notice. A statement for services completed through the date of termination shall be forwarded to the COUNTY. The product or work completed through the date of the termination shall be property of, and forwarded to, the COUNTY.



EAST CENTRAL IOWA
COUNCIL OF GOVERNMENTS
YOUR REGIONAL PLANNING AGENCY

SIGNED: _____
Ben Rogers, Chairperson, Linn County Board of Supervisors

ATTEST: _____ Date Signed: _____

SERVICE PROVIDER:

SIGNED: _____ Date Signed: _____
Karen Kurt, Executive Director, ECICOG

EXHIBIT B

Mandatory Contract Provisions

The following terms and conditions apply to any sub-grantees, contractors, subcontractors, successors, transferees, and assignees ("Recipient") of federal assistance provided to Linn County by the U.S. Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

1. Compliance with Applicable Laws and Regulations.

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

- a. Treasury guidance, including but not limited to, U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions ("Treasury Guidance"), the most recent revision of which is dated November 15, 2021;
- b. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- c. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- d. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- e. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- f. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- g. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- h. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- i. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;

- j. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

2. Publications.

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

"This project is being supported, in whole or in part, by federal award number SLFRP0336 awarded to Linn County by the U.S. Department of the Treasury."

3. Protections for Whistleblowers.

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

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

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;

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

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

4. Seat Belt Use.

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

5. Reducing Text Messaging While Driving.

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

6. Certification Regarding Government-Wide Restrictions on Lobbying.

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

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



EAST CENTRAL IOWA
COUNCIL OF GOVERNMENTS
YOUR REGIONAL PLANNING AGENCY

SCOPE OF SERVICES & SERVICE COST PROPOSAL

Linn County, Iowa Housing & Equity Needs Study and Assessment

DATE: July 18, 2022
TO: Charlie Nichols, Linn County Director of Planning & Development
FROM: Tracey Achenbach, Housing Director

SECTION 1 Scope of Services

Linn County has requested a scope of service and service cost proposal for the completion of a housing study for 15 cities, excluding the metro area of Cedar Rapids, Hiawatha and Marion, and to include the unincorporated area of Linn County. The Scope of Services will also include an equity analysis of housing options and outcomes within the metro area of Cedar Rapids, Hiawatha, and Marion. The following will be a framework for completion of the housing study, per the Linn County RFP Scope of Services.

- 1) **Gather Housing/Demographic/Commuting Pattern Information and Data** The most recent U.S. Census and state data will be used to compare the population, demographic information, commuting patterns, and household composition of each community over time. Household income and cost burden by housing tenure will also be collected. Information regarding the type of housing, age, value and cost will be collected using Census data, recent sales information, and city/county department records. Information on vacant lots and land, vacant homes, buildings with residential potential and upper story residential units will be collected, using city/county information. A visual assessment will also be conducted, and a condition of housing survey will be done in the older areas of each community. City/county building permit information over time will be collected.
- 2) **Gather City/County Policy and Initiatives History** Current land use and housing policies that are being practiced in each city/county will be collected and contrasted. City/county building permit requirements and code enforcement practices will be collected. Information on housing initiatives currently or historically implemented will be collected. Comprehensive plans will also be reviewed to gain understanding of city priorities for future growth and land use.
- 3) **Gap Analysis** Consideration will be given to what the community may need for future housing, based on all of the information gathered above and future population

projections. The Iowa Finance Authority's Iowa Profile data tool will be used to identify specific housing needs for different income levels and tenure in each community and the county as a whole.

- 4) **Recommendations.** Based on the information gathered and the gaps identified, recommendations and resources will be identified to assist the communities in meeting the need to provide a variety of quality, safe housing for existing and future residents. These recommendations may be in regard to policy or regulation implementation, or identification of successful initiatives or programs initiated by other cities that successfully filled the housing gaps. Potential funding sources or financing methods will also be identified.

The following is the framework for completion of the Equity Analysis for Cedar Rapids, Hiawatha and Marion.

- 1) **Gather Historical and Present Demographic & Physical Environment Data** The most recent available U.S. Census and other data regarding race, ethnicity, gender, sexual orientation and persons with disabilities will be collected by Census tracts or other identifiable geographic areas. ECICOG will work with Linn County to create maps showing changes over time in the community's physical environment from the early 1900s to the present, to include the population and demographic composition of those areas.
- 2) **Gather Home Ownership, Sales, and Rental Data** The most recent U.S. Census data regarding household composition and rental/ownership rates will be collected, and Federal Reserve and other data will be used for more recent mortgage lending information. Recent eviction data will also be collected.
- 3) **Summarize Data and Identify Any Equitable Housing Gaps** The data collected above will be analyzed and summarized for each community and the metro area. Any equitable housing opportunity or service delivery gap will be noted.

Timeline The Housing Equity and Needs Study and Assessment is anticipated to require 12 months to complete, beginning in September 2022.

SECTION 2 Process

Information gathering and data collection will begin in September. The first step will be to determine the availability of data in each community and the consistency of the data across communities. An attempt will be made, for consistency reasons, to document information and collect data representative of the same time period for each community.



The U.S. Census Bureau has released some 2020 population and race/ethnicity data; however, the majority of the 2020 data is not expected to be released until the spring of 2023. The preference will be to use 2020 Census data, when feasible; therefor, all historical Census data will be collected with the intention of adding the 2020 Census data when it is released.

The process will require working with City and County staff to assist with the collection of some data, and ECICOG already has an established working relationship with nearly all of the cities in Linn County. The process will also require collecting data from other sources, such as real estate sales or rental data. ECICOG will identify the best sources to use for data collection and work with entities, such as The Alliance for Equitable Housing, to ensure the most accurate available data is utilized. As described in the RFP, ECICOG will collaborate with the County GIS department to create maps that best demonstrate the data that has been collected.

ECICOG intends to work closely with County staff, specifically Charlie Nichols and Ashley Balias, to ensure that the study and analysis will meet their desired goal upon its completion. ECICOG intends to have a final draft written document(s) completed by early September 2023 for County staff to review and will request staff input throughout the study and analysis process.

Major Benchmarks:

September 2022:	Identify specific data and information that is available and consistent across communities and identify available data for the housing equity analysis
October 2022:	Meet with County GIS staff
December 2022:	Meet with County staff for progress & information updates
January 2023:	Collect historical Census data and community/County physical and code/land use information
March 2023:	Begin written report
April 2023:	Meet with County staff for progress & information updates
May 2023:	Meet with County staff for progress & information updates
July 2023:	Collect 2020 Census data when it is released
August 2023:	Provide preliminary draft of data sections of the report for County staff review
September 2023:	Identify gaps and form preliminary recommendations
	Meet with City and County staff to discuss gaps and recommendations
	Draft and final report submitted to County staff



Fee The fee for the completion of the Linn County Housing and Equity Needs Study is **\$70,000** (seventy thousand dollars) and shall be invoiced as described in the Service Agreement, which is made part of this Scope of Services.

SECTION 3 Deliverables

The final Housing & Equity Needs Study and Assessment will be provided in two parts. The Housing Needs Study and Assessment will provide an overall County report of the information for the 15 participating communities and unincorporated areas of Linn County, including an identification of gaps and resources. The report will also include a summary specific to each community. The Equity Analysis will be a separate part of the report and will provide an overall analysis of housing equity for the metro communities of Cedar Rapids, Hiawatha, and Marion.

One original and one digital copy of the final report will be provided to the County.

RESOLUTION 2022 – 8 –

A RESOLUTION ESTABLISHING THE FIRST LINN COUNTY RESILIENCY HUB

WHEREAS, Iowa Code Section 331.301 grants the Linn County Board of Supervisors (the “Board”) the authority and responsibility to protect and preserve the rights, privileges, and property of the county and its residents, and to preserve and improve the peace, safety, health, welfare, comfort, and convenience of its residents; and

WHEREAS, Iowa Code Section 18B.1, Iowa Smart Planning Principles, states, “Planning, zoning, development, and resource management should be undertaken to promote clean and renewable energy use and increased energy efficiency.,” and

WHEREAS, the Board, on December 4, 2019, passed Resolution Number 2019-12-160, A Resolution Declaring a Climate Crisis and Committing to Accelerated Efforts to Limit the Global Average Temperature Increase; and

WHEREAS, the Board, on December 16, 2020, passed Resolution Number 2020-12-138, A Resolution Prioritizing Vulnerable Communities in Future Climate Mitigation and Adaptation Projects; and

WHEREAS, the Linn County Sustainability Department has worked with numerous Linn County departments including Public Health, Conservation, and Facilities to provide recommendations to the Board on projects and policies that promote emission reduction, regenerative agriculture, and improved access to critical resources; and

WHEREAS, the Sustainability Department has built community partnerships with local community organizations such as Feed Iowa First, The Academy for Scholastic and Personal Success, and Our Future to provide improved access to County-owned resources; and

WHEREAS, the Linn County Community Resilience Project final report states, “Pre-disaster recovery planning would help to leverage, maximize, and more speedily deploy post event resources...Pre-event resiliency and capabilities are a good predictor of recovery capabilities.,” and

WHEREAS, the Linn County Community Resilience Project final report states, “Linn County will commit to the study and development of best practices in the areas of resiliency and sustainability, placing an emphasis on marginalized communities.” and, “Cultivate strong relationships to reach residents, especially in marginalized and vulnerable communities...” and, “Facilitate opportunities for public engagement on the topic of resiliency to empower communities and stakeholders to have more control and influence over the development and implementation of resiliency strategies that are more localized and tailored to the specific needs of the community.,” and

WHEREAS, the Linn County Strategic Plan for Fiscal Years 2022-2027 states a focus on supporting a high quality of life for Linn County residents through “Organizational and community resilience and emergency response preparedness;” and

WHEREAS, in support and furtherance of the authority and expectations enumerated in Iowa Code, commitments enumerated in resolutions of the Linn County Board of Supervisors, previous and ongoing work performed by Linn County departments, and recommendations included in the Linn County Community Resilience Project final report, the Board finds that it is desirable and in the best interest of the county and its residents to establish a resiliency hub using sustainable practices to provide critical resources.

BE IT THEREFORE RESOLVED that the Linn County Board of Supervisors establishes the first Linn County Resiliency Hub at 501 13th St NW, Cedar Rapids, IA 52405 to help provide access to critical resources including, but not limited to, food, electricity, and actionable information in times of disaster, as well as the period between disaster events.

PASSED AND APPROVED this Xth day of August, 2022.

LINN COUNTY BOARD OF SUPERVISORS

Ben Rogers, Chair

Louis J. Zumbach, Vice Chair

Stacey Walker, Supervisor

Aye: _____ Nay: _____ Abstain: _____

ATTEST:

Joel Miller, Linn County Auditor

Organization	Program Request	Amount Requested	Ben Rogers	Stacey Walker	Louie Zumbach	2+ vote average rounded	
African American Heritage Foundation (African American Musueum)	Voices Inspiring Progress (capital project)	\$50,000		\$50,000	\$20,000	30,000	
Affordable Housing Network (ANHI)	Sustaining Wellington Heights Neighborhood Progress	\$20,000	10,500	\$15,500.00		\$13,000	
Alburnett Community Diamond Club	The Alburnett Community Diamond Revitalization project	\$20,000	\$20,000				
Coggon Training Center	Coggon Training Center	\$50,000 (Not Eligible) (not tallied)					
Eastern Iowa Arts Academy	Arts VanGo! Van Purchase	\$12,000	\$12,000	\$12,000		\$12,000	\$10,000
Junior Achievement of Iowa	It All Adds Up – JA Economic for Success® Blended	\$9,611.85	\$9,611.85	\$9,000.00		\$9,000	
Linn County Freedom Rock Foundation	Linn County Freedom Rock	\$23,200	\$20,000	\$14,000	\$23,200	\$19,000	
Lisbon History Center Foundation	Rehabilitation of West Side Façade	\$22,000					
NewBo Market	The Hatchery Program	\$25,000	\$25,000	\$25,000		\$25,000	\$22,000
Prospect Meadows	Facility Safety and Attendee Experience Development Plan Phase -1	\$25,000					
Riverview Center	Trauma Informed Care	\$20,000	\$15,000	\$17,000		\$16,000	
City of Springville	Emmons Park Project	\$25,000	\$20,000		\$25,000	\$22,500	
Tanager Place	The Tanager Place Freedom Schools Afterschool Program	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$21,500
Trees Forever	Our Woodland Symposium	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,000
Venture Academics Program, Linn-Mar Community School District	Venture Academics, an innovative project-based learning program	\$19,896	\$19,896	\$10,000		\$15,000	
		Total Requested: \$311,907.8500					
		Total Available: \$185,000					