BOARD OF SUPERVISORS
District 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

Monday, December 19, 2022
11 a.m.
Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA

Call to Order

Public Comment: Five Minute Limit per Speaker
This comment period is for the public to address topics on today's agenda.

Minutes
Discuss and decide on meeting minutes.

Discuss and approve an East Central Iowa Local Workforce Development shared liability agreement and discuss changes required by the state to designate a sub-recipient of funds as well as provide an update on re-alignment actions by South Central Iowa Local Workforce Area and Iowa Workforce Development.

Discuss and decide on a resolution to adopt the proposed 2023-2025 Linn County Internal Sustainability Plan

Discuss submitted and qualified Witwer Grant applications and individual Supervisor evaluations to determine finalists for funding.

Discuss Linn County Public Group Access to Harris Building Gymnasium

Discuss Linn County Equal Opportunity and Workforce Diversity Policy– PM024

Discuss Local Match Resolution for the Hazard Mitigation Grant Program to make available up to $6,075 of local monies to meet the minimum 15% match requirement

Discuss designation of Stephanie Lientz, Planning and Zoning Division Manager, and Charlie Nichols, Planning & Development Director, as Authorized Representatives to execute on behalf of Linn County for the Linn County Multi-Jurisdiction Hazard Mitigation Plan 2024 grant application

Discuss a Minor Boundary Change Application and Associated Rezoning Application for a 7.58-acre parcel of the Dows Farm property, located at 622 Dows Rd

Discuss a resolution to adopt a new Application Fee Schedule for Linn County Planning & Development specifically concerning zoning permits

Discuss Scope of Work, quote, and Service Agreement for OpenGov Budgeting and Planning software.

Canvass of Votes – December 13, 2022 Special Election – Palo City Council Vacancy

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.

Payroll Authorizations
Discuss and decide on Employment Change Roster (payroll authorizations).

Claims
Discuss and decide on claims.

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.

EAST CENTRAL IOWA LOCAL WORKFORCE DEVELOPMENT AREA

CHIEF ELECTED OFFICIALS

SHARED LIABILITY AGREEMENT

Table of Contents

This Agreement is entered into by and between the Counties of Benton, Cedar, Iowa, Johnson, Jones, Linn and Washington, hereinafter collectively referred to as the “Party” or “Parties,” through their respective Boards of Supervisors, to each appoint a Chief Elected Official (“CEO”) to oversee a Local Workforce Development Area (LWDA) and agree to the terms and responsibilities of the receipt and distribution of grant funds from Iowa Workforce Development (IWD), pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014.

This Agreement supersedes and replaces any and all prior consortium, interlocal, 28E or shared liability agreements or charters between or among the Parties related to the implementation of the Workforce Innovation and Opportunity Act and/or its precursor legislation, within the seven-county area.

WHEREAS, on March 25, 1999, the Governor of Iowa, pursuant to workforce development legislation that preceded the Workforce Innovation and Opportunity Act (WIOA) of 2014, determined the counties of Benton, Cedar, Iowa, Johnson, Jones, Linn and Washington shall comprise the East Central Iowa Local Workforce Development Area (ECILWDA); and

WHEREAS, when a local area includes more than one unit of general local government, the chief elected officials of such units may execute an agreement that specifies the respective roles of the individual chief elected officials in the appointment of the members of the local board from the individuals nominated or recommended to be such members in accordance with the criteria in the WIOA; in carrying out any other responsibilities as described in subchapter II of WIOA; and in the duties included in this Agreement by reference or otherwise; and

WHEREAS, the Parties desire to participate in and be members of a LWDA as designated by the Governor and to take other steps to define and regulate the relationships and activities among the CEOs and between the CEOs and the LWDA Board; NOW THEREFORE, it is agreed as follows:

A. PURPOSES

1. To reiterate and memorialize the process and method of designating a Chief Elected Official (CEO).
2. To establish the powers, responsibilities and duties of the CEOs designated pursuant to this Agreement and the WIOA of 2014.
3. To establish the process and method the CEOs will use in the determination of the Chief Lead Elected Official (CLEO) and Vice Chief Lead Elected Official (Vice CLEO).
4. To establish the process and method the CEOs will use to nominate, appoint, or remove members of the Local Workforce Development Board (LWDB).
5. To establish the process and method the CEOs will use to designate the Fiscal Agent as the Grant Sub-recipient.
6. The terms and conditions, which follow, reflect the joint understanding among the Parties to this Agreement and shall be the essential elements of the mutual considerations of this Agreement.

B. TERM

1. This Agreement shall be effective upon the approval by the Boards of Supervisors of each of the member counties and the filing of this Agreement with the Secretary of State.
2. This Agreement shall continue until the WIOA of 2014 is rescinded, or the Governor of Iowa changes the designated LWDA, or upon the CEOs amending this Agreement, or the end of the thirty (30) years from the date this Agreement has been approved.

C. CEO DESIGNATION, ORGANIZATION and ADMINISTRATION

1. Designation of CEOs.
    a. The Parties hereby create a policy-making and administrative board (herein, the "CEO Board") to oversee workforce development issues in the ECILWDA, consisting of one member representing each of the Parties. The Chairperson of the county Board of Supervisors for each member county, or a fellow county supervisor chosen by each Board of Supervisors from among its members, shall be designated as the Chief Elected Official (CEO) for each Party to comprise the ECILWDA CEO Board. Voting members of the CEO Board shall serve on this board without additional compensation.

2. Appointing LWDB members.
    a. The CEO Board shall establish and appoint members to the Local Workforce Development Board (LWDB), known as the East Central Iowa Workforce Development Board (ECIWDB), in accordance with the requirements of 29 U.S.C. 3122(b) and 3122(c)(1)(B) (WIOA Sections 107(b) and (c)(1)(B)) and applicable rules thereunder, and consistent with procedures and guidelines set forth in Section 8, below.

3. CEO Decision Making.
    a. CEO Board decisions and actions required under or relating to this Agreement shall be by simple majority vote (unless expressly stated otherwise in this Agreement) at meetings during which a quorum is present, with each CEO having one vote in all deliberations. A quorum shall consist of four (4) voting CEO Board members or their alternates. The CEO Board may adopt and follow its own bylaws or, if bylaws are ambiguous, incomplete or not adopted, the CEO Board shall follow the most recent edition of Roberts Rules of Order, Newly Revised.

4. CLEO and Vice CLEO Designation.
    a. The CEO Board shall designate and elect from its voting member CEOs a Chief Lead Elected Official (CLEO), and Vice Chief Lead Elected Official (Vice CLEO) by majority vote of the CEOs.
    b. The election shall take place at the meeting occurring on or after May first of each year.

c. The elected CLEO shall be appointed to serve for at least a one (1) year term beginning on the day following the election unless the CLEO resigns, is removed from such office, or otherwise vacates the office of CLEO.

5. Removal of CLEO or Vice CLEO.
   a. The CEO Board may, by a 65% supermajority vote at a meeting at which a quorum is present, remove the CLEO and/or Vice CLEO when, in its judgment, the best interest of the LWDA will be served thereby.
   b. Intent to recall or remove an officer must be stated in the call of the meeting with notice provided to the officer to be removed and all other voting members at least five (5) days prior to the meeting.

6. CLEO, Vice CLEO Succession.
   a. In the event that the CLEO is unable to serve, the Vice CLEO will succeed to such position.

7. CLEO Responsibilities.
   a. The CLEO shall act as duly authorized signatory for the CEO Board (and the LWDB as needed) on all agreements, grants, or on any other document requiring a signature and duly approved by the CLEO, in order to be legally binding. The CLEO shall in general be primarily responsible for the management of the programmatic and administrative affairs of the CEO Board and for implementing the policies and directives of the CEO Board; shall preside as chairperson at all meetings of the CEO Board.

8. Vice CLEO.
   a. At the request of the CLEO or in the absence of the CLEO, or during his/her inability to act, the Vice CLEO shall assume the powers and duties of the CLEO. The Vice CLEO shall have such other powers and perform such other duties as may be assigned to him/her by the CEOs.

9. Communication with IWD.
   a. The CLEO shall serve as one of the primary points of contact, in coordination with ECIWDB staff, for Iowa Workforce Development (IWD) in the dissemination of information to the CEO Board, CEOs and to the LWDB/ECIWDB.
   b. In the absence of the CLEO, the Vice CLEO may sign on behalf of the CLEO and serve as the primary point of contact for IWD, in coordination with ECIWDB staff.

10. ECIWDB Full Board and Committee Participation and Protocol.
    a. Meeting Requirements
       i. The CLEO and/or Vice-CLEO will attend Executive Committee and ECIWDB full board meetings as needed to represent the interest of the CEOs and make decisions on behalf of the CEOs as relates to and in conjunction with the ECIWDB.
       ii. A regular meeting of the CEO Board shall be held on or after May first of each year and as the CLEO determines necessary or by petition to

the CLEO from those CEOs constituting a minimum of 20% of the members of the CEO Board.

    iii. At a minimum, and in addition to the one required annual CEO meeting described in subparagraph ii above, the CLEO and/or Vice CLEO will meet jointly with the LWDB/ECIWDB in the second quarter of each year.

b. The CLEO will not serve as the highest-ranking officer on any Board or other entity that governs the Fiscal Agent (if independent from the CLEO's unit of Government) or a direct service provider.
c. The CEO Board may establish such standing, special and advisory committees as deemed appropriate. Any committee established hereunder by the CEO Board may be abolished by the CEOs at any time.
d. CEOs may participate in meetings via telephone and electronic means such as Facetime, Skype and webinars when such technology is available and functioning at the meeting location.
e. Because the CEO Board and ECIWDB are comprised of public entities and will have the authority to apply for and receive funds and make other recommendations, the CEO Board and ECIWDB shall be deemed to constitute governmental bodies subject to Iowa open meeting and open records laws (Chapters 21 and 22 of the Code of Iowa).
f. The CLEO, through the administrative support from the ECIWDB staff, shall cause the agendas and minutes of the CEO and ECIWDB meetings to be prepared, appropriately published and distributed to the CEOs and board members.

11. Conflict of Interest.

    a. Whenever a potential conflict of interest arises, either directly or indirectly, the CEOs and LWDB members shall act to the benefit of the local workforce development area and not their own interests. When any such situation occurs, the affected CEO or board member is required to disclose the possible conflict of interest. In such a situation, the CEO or Board member may participate in discussion but must abstain from voting.
    b. CEOs and ECIWDB members shall sign a conflict-of-interest attestation form annually.

12. Election of New CEO.

    a. When a new CEO is elected in a county within the LWDA, the newly elected official must submit to the LWDB a written statement acknowledging that he or she has read, understands, and will comply with the current CEO Agreement and reserves the option to request negotiations to amend the CEO Agreement at any time during the official's tenure as a CEO.

13. Selection of New CLEO.

    a. When a new CLEO is selected in accordance with this Agreement, the newly selected CLEO must submit to the LWDB and IWD a written statement acknowledging that he or she has read, understands, and will comply with the current CEO Agreement, and will apprise IWD of the change in CLEO designation.

D. FINANCING

1. This joint cooperative undertaking is to be financed by the federal funds allocated to ECILWDA under the WIOA of 2014 as amended and with funds that the CEOs or CEO Board may apply for and receive on behalf of the ECILWDA Workforce Development Center System.

E. CEO POWERS, RESPONSIBILITIES AND DUTIES

1. The roles and responsibilities of the CEOs, through the CEO Board, include:
   a. Select a CLEO.
   b. Secure nominations for the Local Workforce Development Board and subsequent vacancies in accordance with Iowa Code Section 84A.4(2).
   c. Serve as grant sub-recipient of WIOA funds.
   d. Recommending to the CLEO an organization to designate as the Fiscal Agent to serve as sub-recipient for WIOA funds and the roles and responsibilities under which the Fiscal Agent is to operate. The designation of a Fiscal Agent shall not absolve the Parties/CEOs of their collective liability for misspent WIOA funds.

2. In partnership with IWD:
   a. The LWDB, CEOs and IWD shall negotiate and reach agreement on local performance accountability measures.
   b. CEOs will consult with IWD in the development of a reorganization plan, following decertification of the LWDB for fraud, abuse, failure to carry out functions, or non-performance.
   c. CEOs will ensure the provision of Rapid Response activities in the local area.
   d. CEOs, IWD and the LWDB/ECIWDB, shall establish and operate a fiscal and management accountability information system based on guidance established by the Secretary after consultation with IWD, CEOs and the one-stop service partners (such guidelines shall promote efficient collection and use of fiscal and management information for reports and monitoring the use of funds made available and for preparing the annual report).
   e. The CEOs will consult with IWD regarding any federal or state funded activity in the local area.

3. In partnership with the LWDB/ECIWDB:
   a. Establishing bylaws for the LWDB/ECIWDB.
   b. CEOs and the LWDB/ECIWDB shall develop, agree on and submit a local plan to IWD that meets local workforce development needs and the requirements of WIOA.
   c. The local plan must be consistent with the state plan.
   d. CEOs shall approve the local plan.
   e. CEOs and LWDB shall conduct oversight for WIOA Title I programs and the American Job Center (AJC) in the local area.

f. In fulfilling oversight responsibilities of the WIOA, CEOs shall receive from the designated Fiscal Agent and service providers the following information for review prior to each meeting:
   i. Reports and documents that summarize the current financial condition of all WIOA grants awarded to ECILWDA, including income, expenditures, fund balances, comparison to approved budget and other financial metrics the CEOs may identify in conjunction with the execution of their responsibilities.
   ii. Reports and documents that summarize current program performance in ECILWDA against the negotiated performance standards required under WIOA, including whether the local area is meeting, exceeding or failing to meet each performance standard.
   iii. Reports and documents that summarize known compliance issues or concerns along with an explanation of any out-of-compliance notices received for any program for which the CEOs retain ultimate financial liability.

g. CEOs and LWDB shall ensure the appropriate management, investment and use of the funds provided to the local area to maximize performance outcomes.

h. The LWDB, with approval of the CEOs, shall select a one-stop operator and service provider(s) through competitive process and may terminate for cause the eligibility of such operator pursuant to WIOA section 107(d)(10)(A)(ii).

i. CEOs shall approve additional one-stop partners as deemed appropriate and necessary to provide quality services.

j. The LWDB, with approval of the CEOs, shall develop and enter into a Memorandum of Understanding (MOU) concerning the operation of the delivery system in the local area with One- Stop Partners. The completed MOUs shall be subject to CEO approval and shall be reviewed and approved at scheduled meetings.

k. The LWDB/ECIWDB shall develop a board budget annually, with approval of the CEOs. The LWDB/ECIWDB, with the assistance of the Fiscal Agent, shall develop a budget consistent with the local plan for its activities and submit the budget to the CEOs for their approval. The Fiscal Agent must distribute grant funds as approved by the CEOs, provided the disbursement does not violate WIOA or any other applicable law.

F. MISSPENT FUNDS OR DISALLOWED COSTS

1. Workforce programs in the ECIWDA shall be administered prudently to minimize liability. Contracts for service delivery shall require indemnification by the contractor in the event that contractor errors or omissions result in disallowed costs or other liability.
2. The LWDB/ECIWDB shall maintain adequate errors and omission insurance as described in this Agreement, to cover CEOs, the CEO Board, Parties, and the ECIWDB members.
3. In the event WIOA fund expenditures are disallowed and Parties/CEOs are unsuccessful at obtaining repayment from the entity responsible for incurring the

disallowed costs or the Fiscal Agent each Party shall be responsible for a portion of any such liability.

a. The apportionment shall be divided between the seven counties in the LWDA identified as Parties to this Agreement based upon the population of each county according to the last U.S. Census.
b. The share of each Party will be determined by the county's population divided by the total population of all of the seven counties to determine the percentage of apportionment to be assigned to the county.
c. The Parties/CEOs agree that any required repayment of disallowed expenditures must be made from non-federal funding sources.

G. DISPUTE RESOLUTION

1. If a dispute arises involving the interpretation, implementation or enforcement of this Agreement, the CEOs of the Parties shall meet, in person and in good faith, and recognizing their mutual interests, to make every reasonable attempt to reach a just and equitable solution within thirty (30) days of discovering a material dispute.
2. The Parties agree that informal dispute resolution, including mediation, should an in-person meeting prove unsuccessful, shall be attempted prior to seeking recourse from the courts.

H. LOCAL WORKFORCE DEVELOPMENT BOARD (East Central Iowa Workforce Development Board)

1. Nominations
   a. CEOs shall seek board member nominations from private sector local business organizations and trade associations.
   b. The CLEO shall contact appropriate local private sector businesses, workforce entities, labor representatives, educational entities, and chambers of commerce serving the local service area to request nominations for LWDB membership.
   c. When nominating an individual to serve on the LWDB, all nominating organizations shall complete and submit the following nomination documents to the CLEO for membership consideration, selection and appointment:
      i. Signed Conflict of Interest form,
      ii. Signed Member Nomination form.
   d. CLEOs shall submit nomination and appointment documentation, for LWDB/ECIWDB membership, to Iowa Workforce Development (IWD) for review, approval and confirmation of the proposed appointee.

2. Appointments
   a. The CEOs, through the CEO Board, have the exclusive responsibility to appoint members to the LWDB/ECIWDB from the individuals recommended or nominated by each class of membership.

i. Duly approved nominees to the LWDB shall be appointed by a majority vote of the members of the CEO Board, as may be provided in any adopted bylaws of the CEO Board or otherwise by cumulative voting. Private sector board members shall be appointed for four-year terms. Nominees shall not be appointed to the LWDB until the CLEO has received confirmation from IWD that the appointment has been approved.

ii. CEOs shall appoint members to ensure that at all times a majority of the LWDB members (a minimum of 51%) are business representatives, which represent business owners, chief executive officers, and other executives with optimum policy making or hiring authority, and provide employment in in-demand industry sectors or occupations in the local area. At least two of the business representatives must represent small business as defined by the Small Business Administration.

iii. CEOs shall appoint members to ensure that at all times not less than 20% of the LWDB/ECIWDB members are workforce representatives, which represent labor organizations, joint labor-management or union, affiliated registered apprenticeship programs, nominated by labor organizations, federations or other employee representatives. Additional board members can be filled by community-based organizations that have demonstrated experience and expertise addressing education, training or employment needs of veterans or individuals with disabilities; organizations that have demonstrated the experience and expertise in addressing education, training or employment needs of eligible youth, including out-of-school youth.

iv. CEOs shall appoint members to ensure that at all times there is a representative form adult education and representative from higher education, including community colleges, providing workforce investment activities. Additional positions may include representatives of local education agencies and community-based organizations with experience and expertise in serving individuals with barriers to employment.

    I. When there are multiple local area providers of adult education services and higher education institutions providing workforce activities, CEOs will solicit nominations from those providers and institutions. This requirement provides for a representative selection process for these membership categories.

v. CEOs shall appoint members to ensure that at all times there is a representative from economic and community development entities, a member from the state employment services under the Wagner-Peyser Act, and a representative from Vocational Rehabilitation. The employment services and Vocational Rehabilitation representatives must be nominated by the Director of the respective state departments. Additional positions may include representatives from agencies providing transportation, housing, or public assistance programs or philanthropic organizations. CEOs will attempt to seek nominations and appointments to include representation from each of the seven counties.

vi. Individuals may be appointed as a representative of more than one required entity, if the individual meets all the criteria for representation described above.

vii. CEOs shall appoint members to ensure overall members of the LWDB, excluding the Wagner Peyser Act and Vocational Rehabilitation representatives, is balanced by gender and political affiliation. After applying the exclusions, no more than one half plus one of the remaining board members will be composed of any one gender or political party.

viii. CEOs shall determine if any additional members should be appointed beyond the minimum required by WIOA. If such additional appointments are made, the 51% local business representative membership and 20% labor representative membership requirements shall be maintained.

ix. CEOs shall perform an annual assessment of the LWDB's membership and performance to ensure the Board is performing adequately and in accordance with the direction and guidance CEOs provide.

I. Reappointment

1. The CLEO is responsible for all reappointments. New nominations are required for all appointments from nominating organizations.
2. The CLEO must process reappointments within 60 business days from the effective date of the term expiration. During the 60-day period, the LWDB shall be able to legally act as a board and conduct business. If the CLEO fails to reappoint a LWDB member in a required category within 60 business days, the LWDB will be out of compliance with its membership composition requirements, and any business conducted will not be considered legal, unless the LWDB has a waiver in place in accordance with Vacancies.

J. Mid-term Appointment

1. LWDB members replacing outgoing members mid-term, will serve the remainder of the outgoing member's term.

K. Change in Status

1. LWDB members may continue to serve on the LWDB until:
   a. Their term expires; however, the member may continue to serve until the replacement nominee's required documents are confirmed and approved by IWD.
   b. The classification under which they were appointed changes.
   c. The CEOs vote to remove the member.

    d. The member becomes incapacitated or otherwise unable to complete their term.
    e. The member resigns. A resignation is not effective until it has been accepted by the CLEO.
2. LWDB members who no longer hold the position or status that made them eligible to represent a required sector on the LWDB must resign or be immediately removed by the CLEO as a representative of that sector or entity.
3. Any changes to the membership of the LWDB must be reported to IWD within 10 business days from the date of the change. Notification shall include:
    a. The name of the LWDB member.
    b. The nature of the change (resign, removal, etc.)
    c. The organization represented.
    d. Job title.
    e. Category of inclusion (business, workforce, education & training, government / economic and or community development, etc.)
4. Nominations and appointments for the East Central Iowa Workforce Development Board shall be made in compliance with Iowa Code section 84A.4(1). To the extent possible each county will be represented.

L. Vacancies

1. CEOs will make every effort to ensure LWDB vacancies are filled within 60 days from the time the vacancy was created, or submit a written request for a Waiver to IWD no less than ten (10) days prior to expiration of this 60 day period.
2. When a vacancy occurs on the ECIWDB in a position representing a particular county, the CEO for that county shall be entitled to select the qualified replacement member and the CEO shall facilitate appointment of that member to the ECIWDB.

M. Removal

1. The CLEO shall remove a LWDB member in the event any of the following occurs:
    a. Documented violation of conflict of interest.
    b. Failure to meet LWDB member representation requirements, as defined in the WIOA and in accordance with the LWDB membership requirements.
    c. Documented proof of fraud and or abuse.
    d. LWDB members may be removed for other factors outlined in LWDB bylaws.

N. INSURANCE

1. The Parties of this Agreement agree that the East Central Iowa Workforce Development Board shall purchase such insurance as is necessary to fully insure the Chief Elected Official Board and indemnify its member counties, their elected officials or designees and the signatories to this Agreement and save them harmless from all suits, actions, damages, liability and expense in connection with any misuse of grant funds allocated to the local area under sections 128 and 133 of the Workforce Innovation and Opportunity Act arising wholly or in part by any act or omission of the Chief Elected Official Board, the LWDB/ECIWDB or any of its members, the fiscal agent or any of its members, their agents, contractors,

employees, servants, invitees, licensees or concessionaires, and from all reasonable attorney's fees and other costs of defending any such suit or action. Insurance policies to be purchased and maintained shall name East Central Iowa Workforce Development Board and the Chief Elected Official Board members, along with the Parties, as insureds, and shall include, but not be limited to, coverage for directors' and officers' liability, crimes committed, professional liability, general liability, sexual abuse, worker's compensation, automobile and fiduciaries liability.

2. Immunity:
    a. It is expressly understood and agreed that in the execution of this Agreement, that the Parties, either individually or jointly, do not waive, nor shall they be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.
    b. The East Central Iowa Workforce Development Board's insurance carrier shall expressly agree that the inclusion of a Party as an additional insured will not waive any of the defenses of governmental immunity available to a Party under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
    c. Said insurance carrier shall further agree that the policy(ies) of insurance to the extent insuring a Party's liabilities as an additional insured shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 and that said insurance carrier shall not deny coverage under such policy and shall not deny any of the rights and benefits accruing to a Party under said policy(ies) for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by a Party.

O. DESIGNATION OF FISCAL AGENT

1. WIOA requires the CEO Board to serve as the local grant recipient for all WIOA Title I funds and to enter into a grant relationship with the State.
2. Under a majority decision CEOs may also elect through majority vote to designate a fiscal agent to administer these funds and to fulfill the role of grant sub-recipient.
3. Even if CEOs designate a grant sub-recipient and fiscal agent, they remain liable for any misused funds and for expenditures that are determined unallowable under WIOA.
4. The fiscal agent will:
    a. Receive funds.
    b. Disburse funds as directed by the LWDB/ECIWDB.
    c. Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with Office of Management and Budget (OMB) circulars, WIOA, and IWD policies.
    d. Respond to audit financial findings.
    e. Maintain proper accounting records and adequate documentation.
    f. Prepare financial reports.
    g. Provide technical assistance to contractors regarding fiscal issues.

h. At the direction of the LWDB/ECIWDB, the fiscal agent may also:
    i. Procure contracts or obtain written agreements.
    ii. Conduct financial monitoring on service providers, and
    iii. Ensure independent audit of all employment and training programs.

P. GENERAL PROVISIONS

1. Entire Agreement:
    a. This Agreement is the entire agreement between the Parties relating to the subject matter hereof and stands in place of any previous agreement, whether written or oral.
    b. It is understood and agreed that this Agreement incorporates and includes any and all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document.
    c. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

2. Amendments:
    a. The terms and provisions of this Agreement may only be amended by the written mutual consent of all Parties.
    b. Mutual consent shall be determined by at least two-thirds (2/3) roll call vote of the members of the CEO Board at any regular or special meeting for which the members were notified at least ten (10) calendar days prior to said meeting.

3. Notice:
    a. Whenever any Party desires or is required to give notice unto another Party, notice shall be given in writing sent by registered United States Mail with Return Receipt Requested, addressed to the Party for whom it is intended, at the place last specified, and the place for giving such notice in compliance with the provision of this paragraph or by electronic notice at the e-mail address provided for notifications.
    b. The Parties designate the seat of the Legislative Body for their county as the place for giving notice pursuant to this Agreement.

4. Choice of Law:
    a. This Agreement shall be deemed to be a binding agreement and any controversy, dispute or claim between the Parties arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

5. Severability:
    a. In the event that any portion or provisions of this Agreement or the application of any such provision to any Party or circumstances is determined to be

invalid, illegal or unenforceable, this determination shall in no way affect the validity or enforcement of the remaining portions or provisions of this Agreement. The remaining portions or provisions shall remain in full force and effect.

6. Waiver:
    a. Any waiver of any term or condition by any Party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be construed as a general waiver or a waiver of any other term or condition.

Q. TERMINATION; WITHDRAWAL

1. Any county entering into this Agreement may withdraw from the Workforce Development Area pursuant to the relevant provisions in State and Federal laws.
2. The Counties forming the East Central Iowa Workforce Development Area may terminate this Agreement in the event expected or actual funding from the State, Federal governments, or other source is withdrawn or substantially reduced in such a fashion as to make the continued operation of the WDA unfeasible. In such case, termination of this Agreement shall be effective upon written notice of termination with receipt acknowledged by all Counties and the Governor.
3. The Governor may re-designate a local Workforce Development Area under Section 106 of WIOA and thereby terminate this Agreement if the LWDB and CEOs fail to reach agreement on the development of the Local Plan, the choice of the Administrative Entity or Grant Recipient.
4. The CEO Board may be dissolved and this Agreement may be rescinded only with the consent of all the Boards of Supervisors of the counties Party hereto and the Governor.
5. Any county that withdraws from the CEO Board and ECIWDA shall remain liable for its proportionate share of liabilities related to the period prior to its withdrawal, as determined by the CEO Board.

IN WITNESS WHEREOF, the Parties hereto have made and executed the Agreement on separate signature pages for each municipality member of the Chief Elected Official Board and on the respective dates which accompany each signature;

SIGNATURE PAGE:

By signing below, I acknowledge that I have read and agree to the ECIWDB Chief Elected Official Shared Liability Agreement as amended at the November 18, 2022, CEO meeting. Multiple signature pages will constitute a fully executed ECIWDB CEO Shared Liability Agreement. **Upon receipt of all signature pages, this Agreement will become effective.**

ECIWDB Chief Elected Official

Signature Date

Print Name

****** County Board of Supervisors, Chairperson***

Signature Date

Print Name

Attest – ** County Auditor***

Signature Date

Print Name

SIGNATURE PAGE:

By signing below, I acknowledge that I have read and agree to the ECIWDB Chief Elected Official Shared Liability Agreement as amended at the November 18, 2022, CEO meeting. Multiple signature pages will constitute a fully executed ECIWDB CEO Shared Liability Agreement. **Upon receipt of all signature pages, this Agreement will become effective.**

ECIWDB Chief Elected Official

____

Signature Date

____

Print Name

Linn County Board of Supervisors, Chairperson

____

Signature Date

____

Print Name

Attest – Linn County Auditor

____

Signature Date

____

Print Name

I. “Local Grant Recipient” or Sub-Recipient Discussion and II. Re-Alignment Updates

Liz Rodriguez, East Central Iowa Workforce Development Board

Dec 7, 2022

I. “Local Grant Recipient” or Sub-Recipient Discussion

- **Situation:**
  - IWD has given East Central Iowa Local Workforce Area (LWA) a deadline of Feb 28, 2023 to determine new “local grant recipient” or sub-recipient. This would need to be implementable in PY24 (July 1, 2023).
- **Background:**
  - Johnson County became the fiscal agent in PY20 for East Central Iowa Local Workforce Area as a result of mandate by IWD. [1]
    They have been fulfilling this role since this time.
- **Assessment:**
  - IWD provided three options for new structure (outlined in this slide deck) that will likely impact Johnson County.
- **Status:**

  Discussing options for transition based on impending mandate from IWD.

  - East Central Iowa Council of Governments (ECICOG) has been identified as a good possible option.
  - Linn County may also be an option.

1. Oct 9, 2019. August 12 –16, 2019. U.S. Department of Labor (DOL) Monitoring Report

Title I Funds are distributed by
1. *Department of Labor* to
2. *IWD* and then to
3. *Local Workforce Areas* to support jobseekers and businesses to build/retain a future ready workforce

Johnson County has been responsible for grant oversight related to these funds in PY20 due to IWD mandate.

Admin $$:
10% of total grant funds reimburse for fiscal agent, employer of record, procurement services, board support staff and other administrative functions that support successful program performance/oversight.

Program $$:
Procure a service provider for **adult and dislocated jobseekers**, *low income, adults with employment barriers or those laid off due to downsizing for example

Program $$:
Procure a service provider for in and out-of-school youth trying to get a high school diploma or equivalent credentials as well as engage in various work experiences (apprenticeships, on the job training, job shadows, etc.)

Program $$:
Procure a "One Stop Operator" to coordinate and integrate Iowa*WORKS* services in the Local Workforce Area

Option A

Option A – Washington County Serves as Local Grant Recipient

In Option A, Washington County, the government agency where our CLEO is from, serves as the local grant recipient for the local area and becomes the subrecipient relationship. This means:

1. Washington County becomes employer of record for board staff.
2. Washington County provides all *grant management and oversight related services for the WIOA funding allocated to the local area.
3. Washington County can charge an indirect rate (up to 10%) to the grants to cover administrative costs.
4. Washington County extends contracts for service(s) chosen by the local board, (e.g., one stop operator, youth services provider, and adult and dislocated worker service provider).
5. Washington County's procurement processes are utilized for the local board.

Option A

Possible Pros

- If one entity receives funds, oversees spending, procurement and provides payroll/timekeeping support it could lead to more efficient, streamlined, and cost-effective operations.

Possible Cons

- Evaluation of whether Washington County is the best option to take on/sustain Local Grant Recipient designation operational impacts listed above by July 2023.
- Currently, Shared Liability Agreement designate(s) term limit(s) for CLEO, this will require a new county to take on this responsibility if CLEO changes over time.

Option B

Option B – Alternate Entity Serves as Local Grant Recipient (identified by CEO's so far as best option)

In Option B, the CLEO designates an alternate entity to serve as the local grant recipient and IWD establishes a subrecipient relationship with that entity which means:

1. Alternate entity becomes employer of record for board staff.
2. Alternate entity provides all grant management and oversight related services for the WIOA funding allocated to the local area.
3. Alternate entity can charge an indirect rate to the grants to cover admin. costs.
4. Alternate entity extends contracts for service(s) chosen by the local board, (e.g., one stop operator, youth services provider, and adult and dislocated worker service provider).
5. Alternate entity procurement processes are utilized for the local board.

Option B

Possible Pros

- If one entity receives funds, oversees spending, procurement and provides payroll/timekeeping support it could lead to more efficient, streamlined, and cost-effective operations.
- Provides for better stability since the alternate entity is not directly linked to changes in CLEO.

Possible Cons

- Determining which alternate entity is the best option to take on/sustain Local Grant Recipient designation operational impacts listed above by July 2023 could be challenging.

Option C

Option C - CLEO's Government is the Local Grant Recipient and CLEO Designates an Entity to be the Fiscal Agent

---

In Option C, Washington County is the local grant recipient and IWD establishes the subrecipient them. Additionally, the CLEO selects an entity to provide fiscal agent services. However, IWD does not establish a contractual relationship with the fiscal agent which means:

1. Washington County becomes employer of record for board staff.
2. Washington County establishes the contractual relationship with the fiscal agent.
    a. Fiscal agent provides all grant management and oversight related services for the WIOA funding allocated to the local area.
3. Washington County can charge an indirect rate (up to 10%) to the grants to cover administrative costs.
4. Washington County OR Fiscal Agent (per contract agreement) extends contracts for service(s) chosen by the local board, (e.g., one stop operator, youth services provider, and adult and dislocated worker service provider).
5. Washington County's OR Fiscal Agent's (per contract agreement) procurement processes are utilized for the local board.

Option C

Possible Pros

- TBD

Possible Cons

- Evaluation of whether Washington County the best option to take on/sustain Local Grant Recipient designation operational impacts listed above by July 2023 is needed.
- Since there would be more than one entity receiving funds, overseeing spending, procurement and provides payroll/timekeeping support it could lead to less efficient, and more cost/time intensive operations.
- Determining which entity is in a good place to take on/sustain Fiscal Agent contract and absorb operational impacts of providing grant management and oversight related services listed above by July 2023 could be challenging.
- Currently, Shared Liability Agreement designate(s) term limit(s) for CLEO, this will require a new county to take on this responsibility if CLEO changes over time.

Additional Considerations

- **Does the change of local grant recipient impact the role of the Local Workforce Development Board (LWDB) and their staff?**
  - No. The local grant recipient will serve as employer of record, just as Jones County does now.
- **Do we (local workforce areas) know what the new local grant recipient agreement(s) will look like?**
  - Not at this time.
- **Can a County – other than Washington County - take on the responsibility of being the "local grant recipient" and contract out the Fiscal Agent Duties?**
  - Yes.

Recommendations based on CEO Discussion (Nov 18, 2022)

- **Option B** has been identified as the best option for ECI LWA.
- East Central Iowa Council of Governments (ECICOG) was identified as a possible option and the Executive Director, Liz Rodriguez has conducted some research and agrees with this option.
- The mission of ECICOG organization fits the need both in its operation and footprint.
- ECICOG may present the most cost-effective option –
  - **Liz Rodriguez, Executive Director for ECIWDB, met with Karen Kurt Executive Director of ECICOG Nov 30, 2022 to explore what a sub-recipient relationship might look like.**
  - **We are in the process of evaluating how this will look operationally.**
  - **Another option might be Linn County – no action/conversations have been had about this at this point.**

Next Steps

- **Targeting the First week of February**, Board of Supervisors and CEOs discuss options and either:
  - Agree upon the entity to act a as the "local grant recipient" or sub-recipient
  - OR
  - Request an extension to give more time to make this determination by **February 28, 2023.**

II. Iowa Local Workforce Area Re-Alignment Update

- **Situation:** IWD is continuing to present to the state, information that suggests East Central Iowa is entertaining re-alignment or consolidation with South Central Iowa Local Workforce Area, when this is not the case.
  - Currently, Cedar County CEO, Jon Bell and Washington County CEO, Bob Yoder have expressed a desire maintain current 7 county Local Workforce Area.
- **Proposed Action:** Bob Yoder, Elected Official for Washington County, serving as Lead for the Workforce Board Chief Elected Official(s) is ready to send a letter to Iowa Workforce Development (IWD) stating that <u>East Central Iowa's Chief Elected Official group is not interested in pursuing any re-alignment discussion(s) at this time</u>.
- **Requested:** Executive Director wishes to inform and allow opportunity for CEO discussion on this topic to ensure appropriate communication/professional etiquette before Bob sends it to IWD. (Target end of Dec to submit this letter)

A RESOLUTION TO ADOPT THE 2023-2025 LINN COUNTY INTERNAL SUSTAINABILITY PLAN

WHEREAS, the Linn County Board of Supervisors has previously passed two resolutions stating a commitment in acting to reduce greenhouse gas emissions and ensuring an equitable approach to sustainable action; and

WHEREAS, this plan is aligned with the goals stated in the Linn County Strategic Plan for fiscal years 2022-2027 which supports actions by departments that contribute to a high quality of life, customer satisfaction, and financial health for Linn County residents; and

WHEREAS, staff members of 14 Linn County departments and the Board of Supervisors have engaged in a 9 month planning process to identify high level goals and specific action steps to achieve the commitments stated above.

NOW, BE IT THEREFORE RESOLVED that the Linn County Board of Supervisors adopts the first-ever Linn County Internal Sustainability for the years of 2023-2025.

PASSED AND APPROVED this ___ day of December, 2022

LINN COUNTY BOARD OF SUPERVISORS

____
Ben Rogers, Chair

____
Louis J Zumbach, Vice Chair

____
Stacey Walker, Supervisor

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Title: Equal Opportunity and Workforce Diversity Policy		**Policy Number:** PM-024	
Responsible Department: Human Resources			
Revision No: 3	**Revision Date:** 12/?/22	**Policy Effective Date:** 12/?/22	**Expiration Date:** None until next revision
Initial Approval Date: 05/31/95 **BOS Resolution:** 1999-4-75 **BOS Minutes:** 4/6/99; 7/1/09; 7/1/19; 8/1/20; 12/?/22		**Distribution:** To Elected Officials, Department Heads, and County Employees through PolicyStat	

I. PURPOSE & OBJECTIVES

The purpose of this policy is to provide transparency and accountability throughout Linn County government about what constitutes fair treatment and what is considered discrimination or illegal harassment. Linn County promotes equality of opportunity for all. Linn County government values diversity and encourages employees to recognize their differences both as unique individuals and as members of groups to help eliminate organizational biases between different types of people or backgrounds, and to create and enhance mutual understanding and respect for everyone's differences. Linn County seeks to capitalize on these differences as a major asset to the organization's effectiveness in serving all County residents.

II. SCOPE

This policy is applicable to all regularly scheduled full-time and part-time Linn County employees responsible to the Board of Supervisors; employees responsible to an Elected Official, including the Elected Official and his/her deputies; County Assessor's Office, Public Health and Conservation employees; and temporary, seasonal, or on-call employees.

III. EXCEPTIONS

None

IV. DEFINITIONS

None

V. PROVISIONS

Equal Opportunity

It is the policy of Linn County to provide equal opportunity to all employees, applicants, and program beneficiaries; to provide equal advancement for employees; to provide program and employment facilities which are accessible to people with disabilities; and to administer its programs in a manner which does not discriminate against any person because of race, creed, color, religion, sex, national origin, disability, age, sexual orientation, gender identity, veteran or military status, political affiliation or citizenship.

The Board of Supervisors is ultimately responsible for the overall administration of the Affirmative Action/Equal Opportunity Program. The total integration of equal opportunity into all parts of personnel and program management is the responsibility of the Board of Supervisors. The Board of Supervisors will review all policies and procedures as they affect equal opportunity and affirmative action and ensure compliance with relevant federal and state statues. The right of appeal and recourse is guaranteed by Linn County. Any person who feels that he/she has been denied employment, participation, representation, or services in any program administered by Linn County because of race, creed, color, religion, sex, national origin, age, disability, sexual orientation, gender identity, veteran or military status, political affiliation or citizenship has the right to file an equal opportunity complaint.

It shall be an unfair or discriminatory practice for the County to discriminate or retaliate against an employee in any of the rights protected against discrimination by the Federal Civil Rights Act of 1964 or the Iowa Civil Rights Act of 1965 because an employee has lawfully opposed any practice forbidden under such laws, obeys the provisions of such laws or has filed a complaint, testifies, or assisted in any proceeding under such laws.

Further, it shall be a prohibited practice according to Chapter 20 of the Public Employment Relations Act of the Iowa Code for a public employer or the employer's designated representative willfully to discharge or discriminate against a public employee because the employee has filed an affidavit, petition or complaint or given any information or testimony under Chapter 20, or because the employee has formed, joined, or chosen to be represented by any employee organization.

The Equal Opportunity Policy of Linn County shall be posted in conspicuous places within the County departments and distributed to all employees, contractors and to the persons of all advisory and policy making groups.

Diversity Statement and Purpose

Linn County Government strives to create a workplace environment where all employees can participate in and contribute fully to the organization's goals and objectives. The Government of Linn County values diversity by encouraging employees to recognize their differences as unique individuals and as members of groups to increase the level of understanding.

Diversity goes beyond race, gender, age, nationality, religion, or disability to encompass many other factors such as socio-economic background, personality, education, sexual orientation, and life experience. Greater diversity in the workplace has the potential to enrich the synergy among the employees, which will contribute to excellence in the organization's performance. Our philosophy is based on the belief that each person's differences bring unique qualities to the organization. Our goal is to capitalize on these differences as a major asset to the organization's effectiveness in serving all the citizens of Linn County.

Workforce Diversity Reporting

The County has an Affirmative Action/Equal Opportunity Plan which analyzes applicant and workforce data for the categories of women, minorities, veterans, and individuals with disabilities on an annual basis. In addition to the reports contained in the AA Plan, a summary Workforce Diversity Report will also be compiled on an annual basis after the receipt of the prior year's Affirmative Action Report.

This report will support Linn County government's efforts to create a workplace environment where all employees are welcomed and encouraged to contribute fully to the organization's strategic plan and to excel in the workplace. The objectives of compiling the annual Workforce Diversity Report, in conjunction with the further detail available in the Affirmative Action Report, are to:

1) Collect, analyze, and share information that raises awareness about the importance and benefits of workforce diversity;
2) Demonstrate Linn County's commitment to providing equal opportunity in hiring and advancement to all applicants and employees;
3) Monitor and assess progress made toward ensuring equal opportunity and expanding workforce diversity and its impact on organizational performance; and
4) Address the barriers to an equal, equitable, and diverse workplace.

All Linn County department heads and elected officials will complete an annual review of their efforts to recruit, hire, retain, and promote a diverse workforce. They will submit the completed review to the Human Resources ("HR") Department, and will cooperate with the HR Department on all requests for clarification and/or additional information. It is also expected that departments, offices, and boards/commissions will work closely with HR to improve and enhance the diversity of their individual workforces through outreach, selection, retention, and promotion.

1. The HR Department will provide the department/office level Affirmative Action Report for each department or office to review and analyze their respective workforce diversity information which will include all minorities (as defined by the EEOC ethnicity categories in the AA Report), women, veterans, and persons with disabilities. Note: The EEOC ethnicity categories are Black or African American, Hispanic or Latino, American Indian or Alaska Native, Asian, and Native Hawaiian or Other Pacific Islander.

2. The HR Department will produce and present an annual Workforce Diversity Report, based on the previous calendar year, to the Board of Supervisors no later than March 31st of each year that includes, at a minimum, the following:

    a. The number of Linn County employees who voluntarily identify as members of protected minority groups as outlined above, women, veterans, and persons with disabilities;

b. The number of positions advertised for by Linn County during the past year;

c. The number of people who voluntarily identify as members of protected groups who applied for open Linn County positions during the past year;

d. The number of individuals who identify as members of protected groups who were hired during the past year.

e. The number of department heads who report directly to the Board of Supervisors who identify as members of protected groups.

f. The efforts of Linn County departments to recruit and encourage protected groups to apply for open Linn County positions, and to retain employees who identify as members of protected groups. (In some cases, where there has been no turnover of staff in a given year, department heads and elected officials will still report out on their efforts to retain current workplace diversity.)

3. The HR Department will publish the annual Workforce Diversity Report on the County's website.

VI. ENFORCEMENT

Elected officials, department heads, and supervisors have the responsibility to cooperate with the Human Resources Department in the collection and analysis of workforce diversity data and in recruitment and retention of protected groups.

If, in the opinion of the Board of Supervisors, the strict application of this policy in a specific instance does not serve the best interests of Linn County, the Board may waive or modify the provisions of this policy.

LOCAL MATCH RESOLUTION # ____________

FOR THE

HAZARD MITIGATION ASSISTANCE PROGRAM

WHEREAS, Linn County, Iowa (hereinafter called "the Subrecipient"), County of
(jurisdiction)

Linn, has made application through the Iowa Department Homeland Security and Emergency Management (HSEMD) to the Federal Emergency Management Agency (FEMA) for funding from the Hazard Mitigation Assistance Program, in the amount of $40,500 for the total project cost,

and

WHEREAS, the Subrecipient recognizes the fact that this grant is based on a cost share basis with the federal share not exceeding 75%, the state share not exceeding 10%, and the local share being a ***minimum*** of 15% of the total project cost. The ***minimum*** 15% local share can be either cash or in-kind match.

and

THEREFORE, the Subrecipient agrees to provide and make available up to $6,075 (Six thousand seventy-five dollars) of local monies to be used to meet the ***minimum*** local match requirement for this mitigation grant application.

The resolution was passed and approved this 21st day of December, 2022.

Signatures of Board Members:

____________ Board Member	Ben Rogers Board Member
____________ Board Member	Stacey Walker Board Member
____________ Board Member	Louis J. Zumbach Board Member

I submit this form for inclusion with the Hazard Mitigation Assistance Project Application.

____
Print Name of Authorized Representative

____
Authorized Representative's Signature and Date

STATE OF IOWA
DESIGNATION OF APPLICANT'S AUTHORIZED REPRESENTATIVE

Stephanie Lientz is hereby authorized to execute on behalf of
(Name of Representative)

Linn County, Iowa this mitigation project and to file it with
(Applicant Entity)

Iowa Department Homeland Security and Emergency Management (HSEMD) for the purpose of obtaining financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended) and the Code of Iowa, Chapter 29c.

Signed this 21st Day Of December , 2022.

Ben Rogers, Chairperson
Chief Executive Officer
(Print Name and Title)

(Signature)

Stephanie Lientz, Planning & Zoning Division Manager
Applicant's Authorized Representative
(Print Name and Title)

(Signature)

Attested:
(Print Name and Title)

(Signature)

STATE OF IOWA
DESIGNATION OF APPLICANT'S AUTHORIZED REPRESENTATIVE

Charlie Nichols is hereby authorized to execute on behalf of
(Name of Representative)

Linn County, Iowa this mitigation project and to file it with
(Applicant Entity)

Iowa Department Homeland Security and Emergency Management (HSEMD) for the purpose of obtaining financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended) and the Code of Iowa, Chapter 29c.

Signed this 21st Day Of December , 2022.

Ben Rogers, Chairperson
Chief Executive Officer
(Print Name and Title)

(Signature)

Charlie Nichols, Planning and Development Director
Applicant's Authorized Representative
(Print Name and Title)

(Signature)

Attested:
(Print Name and Title)

(Signature)

Planning & Development
Linn County, Iowa

Zoning Division

Minor Boundary Change Application

Owner Information:		**Applicant Information:**	
Owner	Linn County, IA	Applicant	
Address	935 2nd St SW	Address	
	Cedar Rapids, IA 52404		
Phone	319-892-5000	Phone	

Surveying Co:	Snyder & Assoc.	E-Mail	twforinash@snyder-associates.com
Engineer:	Tim Forinash	Phone	319-362-9394 x2336

Property Information:

Property Address or Address Range (block)	622 Dows Rd		
Brief legal(s) (Sec./Twp./Range)	P.O.S. #2474 AMENDED PARCEL A		
GPN(s)	15-20-151-004-00000		
Rural Land Use Map Designation	MUSA		
Current Zoning	PUD-USR	Total Acres	7.58

Submittal Requirements:
See page 2 of this application

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.

Owner ______________________ Applicant ______________________

Date ______________________ Date ______________________

Case # ______________________

Receipt# ______________________

Date Received

Minor Boundary Change Application Requirements

C. An application for a minor boundary change shall be submitted along with an application filing fee as established by the Board of Supervisors. In addition, all of the following shall be submitted with the application and required fee:

1. A “review copy” of the plat of survey, including the plat of survey number, describing the area (s) to be conveyed between the adjacent property owners;
2. Note on the plat of survey indicating that no development will be allowed until such time as the plat comes info conformance with county requirements (the area will be non-buildable until it is included in a subdivision plat);
3. Any proposed or required easement agreement;
4. An accompanying “sketch plan” that demonstrates all site and structure requirements for the zoning district in which the parcels of land are located can be maintained (*e.g.,* minimum setbacks from property or road right-of-way for all structures, minimum lot area, minimum lot width, etc.)

935 2nd Street SW
Cedar Rapids, IA 52404
Phone 319.892.5130
Fax 319.892.5155

Zoning Division

Rezoning Application

Owner Information:

Owner: Linn County, IA
Address: 935 2nd St SW
Cedar Rapids, IA 52404
Phone: 319-892-5000
E-mail: ben.rogers@linncountyiowa.gov

Applicant Information:

Applicant:
Address:
Phone:
E-mail:

Surveying Co.: Snyder & Assoc. E-Mail: twforinash@snyder-associates.com
Engineer: Tim Forinash Phone: 319-362-9394 x2336

Property Information:

Property Address or Address Range (block): 622 Dows Rd

Brief legal(s) (Sec./Twp./Range): P.O.S. #2474 AMENDED PARCEL A

GPN(s): 15-20-151-004-00000

Rural Land Use Map Designation: MUSA

Current Zoning: PUD-USR Total Acres: 7.58

Proposed Zoning: USR

A written report shall be submitted with this application, per Article 4, Section 4.2 (vii) of the Unified Development Code (*see attached pages of this application*)

A formal pre-application meeting is required prior to submitting this application.

Pre-app mtg. date: August 31, 2022 Staff present: Charlie Nichols & Stephanie Lientz

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 ______ Applicant ______

Date ______ Date ______

Case # ______ Date Received

Receipt# ______

A written report which addresses the following issues shall be submitted with this application, per Article IV, Section 107-68(2) a.7 of the Unified Development Code:

(i) A description of the proposed development including the existing land uses of the area proposed for amendment and surrounding land uses
(ii) The proposed future land use
(iii) A description of the density and intensity of the proposed development, by land use, including the density or intensity for each geographic sub-area of the development that will require development phasing. Such description shall include the range of development densities or intensities by each land use category and for each development phase.
(iv) The identification of Agricultural Land Preservation Areas created pursuant to Section 352.6, Code of Iowa, within and contiguous to the property proposed for rezoning
(v) Comprehensive Plan amendment area and the effect of the density or intensity of project development on such areas
(vi) A description of how the proposed development meets, or fails to meet, the standards of review for a rezoning listed in Section 107-69.

Article IV, Section 107-69 - Standards for Review

Review of all applications for rezoning/map amendments shall ensure that all of the standards in this Section are met.

1) **Adequate public facilities/minimum levels of service.** The Linn County Comprehensive Plan requires that proposed development be allowed only if it can be served by adequate public facilities and services prior to its occupancy and use or that the relevant service provider has, or will have, the capacity to ensure the provision of adequate facilities and services in accordance with a development agreement, meeting adopted level of service standards. The requirements in this Section shall be met prior to approval of a development application.

   a. **Scope.** The requirements this section shall be met prior to the approval of an application for a rezoning, major subdivision, minor subdivision, or cluster subdivision. Other permits and approvals required by this chapter are not subject to the requirements of this section.

   b. **Evidence of adequate public facilities required.** Development permits for a proposed rezoning, major subdivision, minor subdivision, or cluster subdivision shall not be approved unless the applicant provides documented, verifiable evidence that the proposed development can be served by adequate public facilities and services prior to its occupancy and use or that the relevant service provider has, or will have, the capacity to ensure the provision of adequate facilities and services in accordance with a development agreement, meeting adopted level of service standards. Such assurances from service providers may take the form of a “service availability” letter applicable to the proposed development.

   c. **Adequate public services defined.** The public facilities and services governed by this section shall include, but are not limited to, the following:

      1. Water and wastewater service complying with minimum level of service standards established in subsection 1(d) of this section.

      2. Fire protection consistent with the minimum levels of service established in subsection 1(d) of this section.

      3. Storm water management that meets the standards in section 107-95.

      4. Adequate roads with sufficient capacity to accommodate traffic anticipated to be generated by the proposed development, and transportation access in accordance with minimum level of service standards established in subsection 1(d) of this section.

d. **Minimum Levels of Service.** This Ordinance establishes minimum levels of service for water, wastewater, transportation and fire protection in Appendix A to this chapter, the content of which shall be incorporated by reference into this paragraph. Evidence that the established minimum levels of service have been met for a proposed development prior to approval shall serve as prima facie evidence that the required adequate public services are available.

1. **Effect of Fringe Area Plan.** If there is an approved Fringe Area Plan, alternative minimum levels of service requirements may be provided for in a 28E Agreement between the affected city and the County.

2. **Metro Area services.** Additional public improvements and services as provided in the Metro Area Design Standards are required to be met for development in the Metro Area Urban Service Areas as designated on the Rural Land Use Map.

2) **Animal feeding operations separation distance requirements.** At the time of application, any proposed development that is located near an Iowa Department of Natural Resources (IDNR) permitted animal feeding operation shall be separated by the distance required for the type of structure as provided for in Appendix C of this chapter.

3) **Land evaluation and site assessment.** All requirements of Section 6 of this Article shall be met as a condition of approval.

4) **Rural Village Extension rezoning review standards.** A rezoning of land to expand a Rural Village District is allowed only if all of the following conditions are met:

a. **Adopted Village Plan.** The Rural Village proposed to be expanded has adopted a Village Plan

b. **Adjacency.** The parcel proposed to be rezoned shall be directly adjacent to the boundary of an existing Rural Village District, or separated by existing or planned public open space

c. **Minimum size.** The proposed development shall be at least five (5) acres in size

d. **Uses, standards and requirements.** All use, site design, density and housing mix standards and requirements that apply to the adjacent Rural Village District shall apply to the expansion

e. **Development standards and review process.** An expansion of a Rural Village District shall be developed in conformance with the Rural Village Extension Development requirements in section 107-72(7).

5) **Additional standards for review.** Additional standards for review shall include, but not be limited to, the following:

a. The proposed development is not detrimental to existing agricultural uses;

b. The proposed development will be served by adequate public facilities and services as set forth in a development agreement;

c. The proposed development will not degrade significant environmental, ecological or natural resources;

d. The proposed development achieves densities and uses in agricultural areas, critical natural resource areas, rural residential development areas and urban service areas as designated in the Comprehensive Plan; and

e. The proposed development is consistent with the goals, objectives and strategies of the Comprehensive Plan.

Major Site Plan Requirements

107-71(3): The applicant shall submit six (6) copies of a site plan prepared by an engineer, landscape architect, architect or other similar licensed professional and meeting the following specifications and showing the data listed:

a. Application information:

1. Names of all property owners
2. Address of property including street, city and zip code
3. Existing and requested zoning classification, use of property, number of employees if applicable

b. Specifications:

1. Paper sized 11” by 17”; additional larger format copies may be submitted
2. Drawn to scale of not less than one inch equals fifty feet (1” = 50’), unless otherwise approved by the Zoning Administrator

c. All existing and proposed site conditions shall be shown including:

1. Existing and proposed contour lines at intervals no greater than five feet (5’), referred to USGS datum
2. Location and dimensions of lot boundaries
3. Flood hazard areas as designated on FEMA flood hazard boundary maps
4. Watercourses and wetlands
5. Any unique natural features including wooded areas
6. Location and dimensions of all existing and proposed structures. The structure(s) must be labeled (e.g. existing warehouse, dwelling) and use must be labeled as well (e.g. storage of contractor's equipment, single-family residence.) Each structure must delineate its square footage and dimensions to existing and/or proposed lot lines. Structures include:
   - i. Buildings
   - ii. Wells
   - iii. Fences
   - iv. Septic tank and septic field locations
   - v. Retaining walls
   - vi. Utility poles
   - vii. Walkways
   - viii. Signs
7. Location, dimensions and uses of each existing platted street, highway, railroad, or utility easement
8. Identification of parks and other public open space within or adjacent to the proposed development
9. All existing storm and sanitary sewer lines, water lines, gas lines, culverts, or other underground installations within the proposed development or immediately adjacent, with pipe size (if available) and locations shown
10. The boundary of the area proposed for platting or division, shown as a dark line, with length of boundary lines and approximate location of the property in reference to known section lines

11. Layout, lot numbers, and scaled dimensions of each lot in each block of any proposed subdivision
12. Names, locations and dimensions of all proposed streets, roadways, alleys and pedestrian ways
13. Other property lines, proposed right-of-way lines, building setback lines
14. Location, dimensions and uses of each proposed street, highway, railroad, or utility easement
15. Location and dimensions of existing and proposed parks, playgrounds, churches, school sites or special uses of land to be considered for dedication to public use or to be reserved by deed or covenant for the use of all property owners in the subdivision and any conditions of such dedication or reservations
16. Existing and proposed parking spaces with dimensions and class (including handicapped) with a notation of the number of spaces required and the number provided. Proposed parking drive areas with proposed direction of traffic flow.
17. Access to all public or private streets and radius of curvature of ingress and egress drives
18. Circulation patterns of traffic
19. Location, intensity, height, spacing, efficiency, and shielding of all exterior lighting
20. Locations of outside refuse collection areas, and the type of screen to be provided to enclose the container from the public view

d. The following information shall also be noted on the plan:

1. A vicinity map clearly identifying the subject property and showing the location of the subject property in relationship to surrounding properties, roads, streams and public facilities. The vicinity map shall extend for a distance of two (2) miles and shall identify any incorporated city boundaries.
2. Date site plan was prepared or date when surveyed
3. North arrow and scale of drawings
4. Title block including the name, address, phone number and profession of the person preparing the site plan or plat, and the architect's, engineer's or surveyor's professional seal, the date and the date of all revisions. Title blocks shall meet requirements of state law.
5. Name, address, phone number and signed consent of all property owners
6. Ownership, land-use, and zoning of all adjoining properties within five-hundred feet (500') of the proposed development, and when adjoining properties are part of a recorded subdivision, the name of that subdivision
7. Type of water supply and sewage disposal and if storm sewer is available

e. Other information deemed necessary by the Planning and Zoning Commission or Board of Supervisors.

935 2nd Street SW
Cedar Rapids, IA 52404
Phone 319.892.5130
Fax 319.892.5155

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
TIM FORINASH
SNYDER & ASSOCIATES, INC.
5005 BOWLING ST. SW SUITE A
CEDAR RAPIDS, IOWA 52404
319-362-9394
twforinash@snyder-associates.com
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
NE 1/4 SEC. 20-83-06
PARCEL "A" AMENDED PLAT OF SURVEY NO. 2474
PROPRIETOR/REQUESTED BY:
LINN COUNTY, IOWA

PLAT OF SURVEY NO. 2642

PROPERTY DESCRIPTION - PARCEL "A"

A PART OF PARCEL "A" PLAT OF SURVEY NO. 2474, LINN COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 83 NORTH, RANGE 6 WEST OF THE 5TH P.M., LINN COUNTY, IOWA; THENCE SOUTH 89° 52' 38" EAST ALONG THE NORTH LINE OF SAID PARCEL "A", A DISTANCE OF 636.00 FEET; THENCE SOUTH 0° 53' 10" EAST, 547.88 FEET; THENCE NORTH 89° 52' 38" WEST, 636.00 FEET TO THE WEST LINE OF SAID PARCEL "A"; THENCE NORTH 0° 53' 10" WEST ALONG SAID WEST LINE, A DISTANCE OF 547.88 FEET TO THE POINT OF BEGINNING, CONTAINING 8.00 ACRES (348,434 S.F.) MORE OR LESS.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

PARCEL "A", PLAT OF SURVEY NO 2642 IS A NON-BUILDABLE LOT

DATE OF SURVEY

07/15/2022

BASIS OF BEARING

FOR THE PURPOSE OF THE DESCRIPTION THE WEST LINE OF PARCEL "A", AMENDED PLAT OF SURVEY NO. 2474 IS ASSUMED TO BEAR NORTH 0°53'10" WEST.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Cap #26175 (Unless Otherwise Noted)	●	⬡
ROW Rail	I	
Calculated Point	+	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Centerline		
Section Line		
1/4 Section Line		
1/4 1/4 Section Line		
Easement Line		

LICENSED PROFESSIONAL LAND SURVEYOR
TIMOTHY W. FORINASH
26175
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Timothy W. Forinash, P.L.S. Date

License Number 26175

My License Renewal Date is December 31, 2023

Pages or sheets covered by this seal:

PLAT OF SURVEY NO. 2642

PART OF PARCEL "A" AMENDED PLAT OF SURVEY NO. 2474

SNYDER & ASSOCIATES

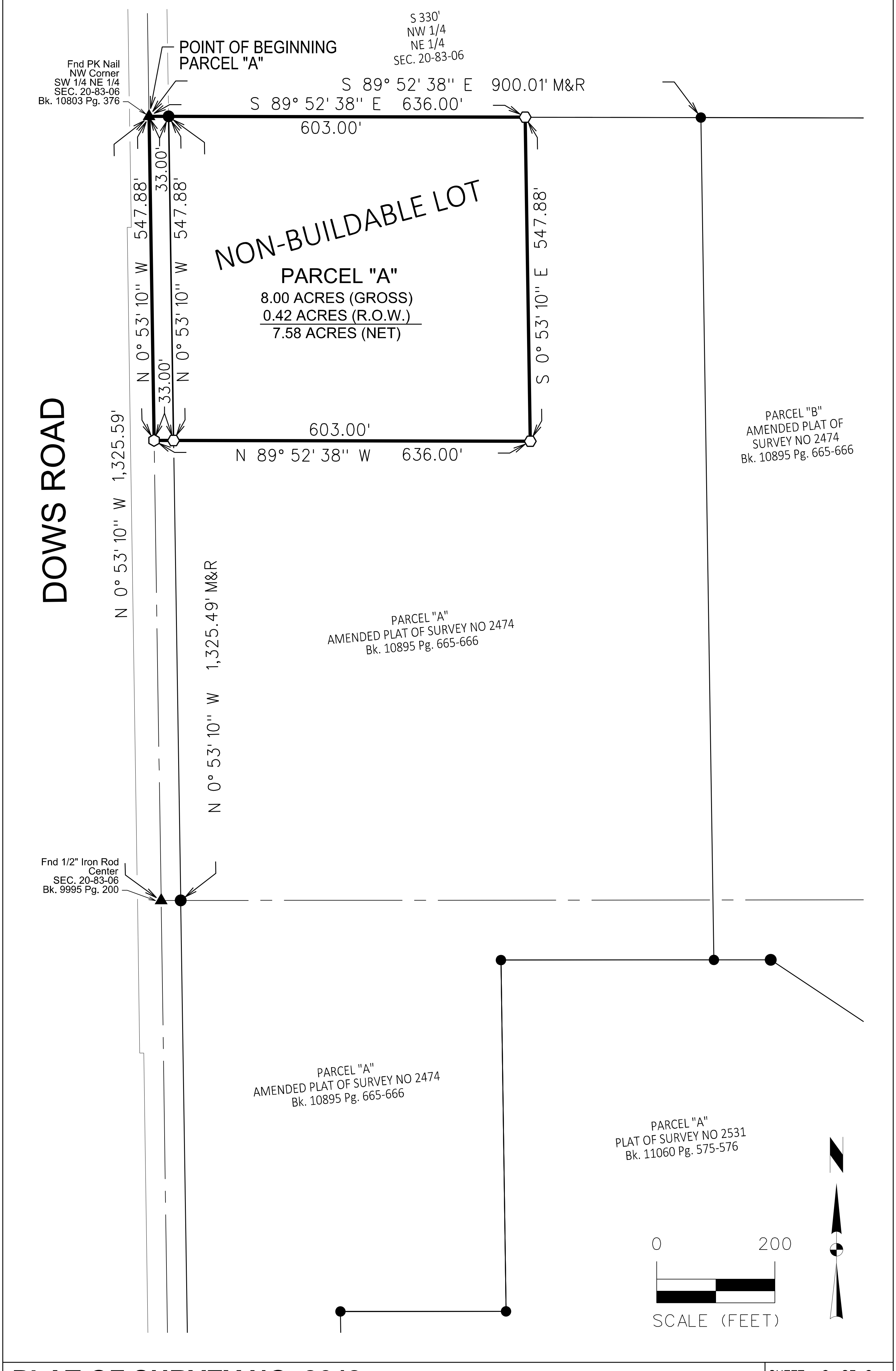
5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404 (319) 362-9394

SHEET	1 OF 2
PN:	1200860
FLD BK:	PG:
DATE:	11/21/22
PM/TECH:	TWF

V8iBWHalfWeightPDF.pltcfg
V:\RefLibrary\CADDStandards\WorkSpace\Standards\Printing\Pen_Tables\date.tbl
Default

V:\Projects\2020\120.0860.08\Survey\PLAT_1200860_POS_AofA.dgn
11/21/2022
TWF

PLAT OF SURVEY NO. 2642



PLAT OF SURVEY NO. 2642

PART OF PARCEL "A" AMENDED PLAT OF SURVEY NO. 2474

SNYDER & ASSOCIATES

5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404 (319) 362-9394

SHEET	2 OF 2
PN:	1200860
FLD BK:	PG:
DATE:	11/21/22
PM/TECH:	TWF