

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

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

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

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Wednesday, January 12, 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.

ResolutionsResolution authorizing the submittal of an application for 'Revitalize Iowa's Sound Economy' (RISE) funding for the road improvements along Walford Road as part of a project to convert the 6th Street SW and Walford Road intersection to a roundabout.

Resolution suspending taxes for one (1) Linn County resident as they are unable to contribute to the public revenue by reason of age, infirmity or both, pursuant to Code of Iowa, Section 427.8

Resolution to approve final plat to be named Emig First Addition, case JF21-0016.

Resolution to approve a final plat for Holmans Road First Addition, case JF21-0014.

Contract and Agreements

Approve and authorize Chair to sign an amendment to the Contract for Provision of Service Agreement between Hawkeye Area Community Action Program, Inc. (HACAP) and Linn County outlining mask and COVID-19 vaccination requirements, effective January 31, 2022.

Approve and authorize Chair to sign form CC-213 recertifying Linn County's participation in the Community Rating System

Approve and authorize Chair to sign a 2022 Linn County Medical Examiner Service Agreement between Donald J Linder, D.O., Linn County Medical Examiner and Linn County

Approve reallocation of Tanager Place Linn County fund balance project funding to include the flexibility to use the funding to provide additional mental health related services at the Collins Community Credit Union Hub and/or Willis Dady Homeless Shelter

Approve and authorize Chair to sign Pre-Employment Training Agreements for the following new employees of the Linn County Sheriff's Office: Ryan Harkey for \$35,575.10 and Ryle Koenig for \$30,067.00

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

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

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

Discuss and decide approval for the use of an additional \$19,590 of Linn County MHDD Fund Balance dollars for the cost of vans purchased by Options of Linn County.

Discuss and authorize Chair to sign a Duplication of Benefits Confidentiality Agreement with the Iowa Finance Authority.

Discuss and approve the use of up to \$175,000 of General Assistance Funds to assist Linn County residents that received an approval notification from the Linn County Emergency Rent Assistance Program prior to funds running out.

Public Comment: Five Minute Limit per Speaker

This is an opportunity for the public to address the board on any subject pertaining to board business.

Board Member Reports

Legislative Update

Discuss and decide on action related to proposed legislation

Correspondence

Appointments

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.

Prepared by & Return to: Linn County Secondary Road Department, 1888 County Home Road, Marion, IA 52302 (319) 892-6400

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR ‘REVITALIZE IOWA’S SOUND ECONOMY’ (RISE) FUNDING FOR THE ROAD IMPROVEMENTS ALONG WALFORD ROAD AS PART OF A PROJECT TO CONVERT THE 6TH STREET SW AND WALFORD ROAD INTERSECTION TO A ROUNDABOUT.

WHEREAS, the RISE fund was created by the Iowa Legislature in 1985 to assist in promoting economic development in Iowa through the construction and improvement of Iowa roads pursuant to Iowa Code Chapter 315; and

WHEREAS, the City of Cedar Rapids has identified a location along 6th Street SW and Walford Road where the road improvement project described below is consistent with the purpose of the RISE program.

The portion of the project to be funded by RISE is on Walford Road from 6th Street SW west 2,000 feet.

WHEREAS, all of the roadway improvements involved in the project area are currently dedicated for public use; and

WHEREAS, the road improvement project along Walford Road lies within Linn County jurisdiction; and

WHEREAS, all project funding, design, administration, and inspection will be the responsibility of the City of Cedar Rapids.

WHEREAS, future road maintenance and winter service will be Linn County’s responsibility as per the existing 28E agreement and will be adequately maintained.

NOW THEREFORE, BE IT RESOLVED BY THE LINN COUNTY BOARD OF SUPERVISORS, that:

1. The Linn County Board of Supervisors endorses the City of Cedar Rapids’ application for RISE funding.
2. The Board of Supervisors approves the City of Cedar Rapids funding, designing, and constructing roadway improvements in Linn County jurisdiction.

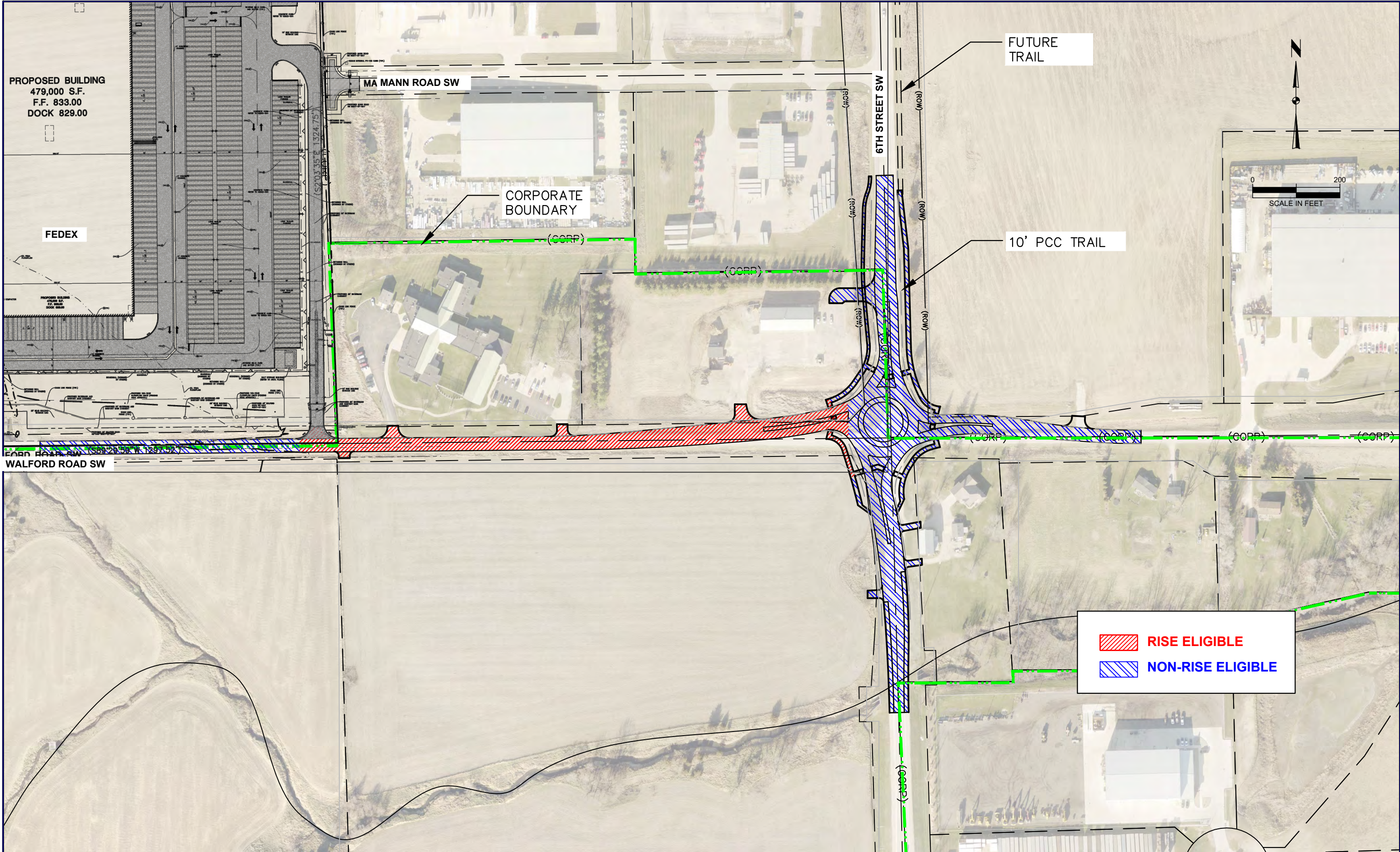
Passed and approved this ____ day of _____, 2022.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

ATTEST:

Chairperson

Linn County Auditor



PREPARED BY:				 CEDAR RAPIDS City of Five Seasons	Date:	FEDEX RISE GRANT APPLICATION	WALFORD ROAD SW	SHEET No. 3
CITY OF CEDAR RAPIDS, PUBLIC WORKS					Drawn By:			
500 15TH AVENUE SW, CEDAR RAPIDS, IA 52404					Approved By:			
PHONE: 319-286-5802								
					CIP No:			
No.	REVISION DESCRIPTION			APPROVED	DATE			

Plot Date: 12/22/2021 9:22 AM
File Name: w:\projects\ep\301301875 - commerce park drive grant - rd\rise exhibit.dwg

RESOLUTION
PETITION for SUSPENSION of FISCAL 2022 / ASSESSMENT 2020
PROPERTY TAXES

WHEREAS, the Linn County Board of Supervisors is this day presented with the attached petitions for suspension of taxes and/or special assessments pursuant to Section 427.8 of the Code of Iowa and;

WHEREAS, the properties for which assessments against these Petitioners are made lie within Linn County and;

WHEREAS, these Petitioners are unable to contribute to the public revenue by reason of age, infirmity, or both.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, this date met in lawful session that the attached petitions be approved for the following Petitioners, parcels, and tax years:

PETITIONER	PARCEL #	TAX YEARS	Special #
Langham, Portia	14201-01008-00000	2020	

The Linn County Treasurer is ordered to suspend the collection of taxes assessed against these Petitioners, their polls or estates, for the above parcels for the above tax years as indicated.

Dated at Cedar Rapids, Linn County, Iowa, this _____ day of _____, 2021.

LINN COUNTY BOARD OF SUPERVISORS

CHAIRPERSON

SUPERVISOR

SUPERVISOR

AYE:
NAY:
ABSTAIN:

ATTEST:

Joel Miller, Linn County Auditor

STATE OF IOWA)
) SS
COUNTY OF LINN)

I, Joel Miller, County Auditor of Linn County, Iowa, hereby certify that at a regular meeting of the said Board, the foregoing resolution was duly adopted by a vote of ____ aye, ____ nay and ____ abstained from voting.

Joel Miller

Subscribed and sworn to before me by the aforesaid on this _____ day of _____, 2021

NOTARY PUBLIC
STATE OF IOWA

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING A FINAL PLAT

WHEREAS, a final plat of Emig First Addition (Case #JF21-0016) to Linn County, Iowa, containing two (2) lots, numbered Lot 1 and Lot 2 has been filed for approval, a subdivision of real estate located in the SENE of Section 18, Township 82 North, Range 6 West of the 5th P.M., Linn County, Iowa, described as follows:

Lot 1, Mackey's Second Addition, 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 July 21, 2021 as last amended on August 16, 2021 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

1. Entrance permit required for new entrances and existing unpermitted entrances, Sec.11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. Lot 1 and Lot 2 are each allowed a single access.
2. Road agreement with conditions similar to final plat cases. County Standard Specifications, Section 1.
3. Entrance permits and E-911 address signs to be applied for at Linn County Secondary Road Department, 319-892-6400.

IOWA DEPARTMENT OF TRANSPORTATION

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

LINN COUNTY PUBLIC HEALTH DEPARTMENT

1. If well is to be shared, a written agreement must be recorded with both properties.

NATURAL RESOURCES CONSERVATION SERVICE

1. Submit erosion and sediment control plan for review and acceptance.
2. Submit site plan showing potential location of home, septic, and water well on Lot 1.

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. All existing accessory buildings shall be used either for personal use only or other uses allowed in the underlying zoning district.

3. Prior to approval of the final plat, the owner must sign an "Acceptance of Conditions" form. The "Acceptance of Conditions" form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
4. This plat lies within the 2-mile jurisdiction of the City of Cedar Rapids, -and as per the 28E Agreement between the City and the County, will require City approval or a waiver of the right to review.
5. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
6. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.
7. The final plat bound documents must be approved by the Linn County Board of Supervisors on or before **AUGUST 16, 2022** as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f) of the UDC.
8. One original and 3 complete copies of the final plat bound documents that must include the following:
 - i. Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
 - ii. Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
 - iii. Surveyor's certificate
 - iv. Auditor's certificate
 - v. Resolution of the Planning and Zoning Commission
 - vi. Resolution of the Board of Supervisors
 - vii. Resolution of approval or waiver of review by applicable municipalities
 - viii. Treasurer's certificate
 - i. Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the UDC.
 - ii. Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
 - iii. Twelve original signed plat drawings
 - iv. A covenant for a secondary road assessment

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

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by January 12, 2023 to be valid.

Passed and approved this 12th day of January, 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

Linn County Board of Supervisors
January 12, 2022
Resolution # _____
JF21-0016
Page 4 of 4

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 A FINAL PLAT

WHEREAS, a final plat of Holmans Road First Addition (Case #JF21-0014) to Linn County, Iowa, containing three (3) lots, numbered Lot 1 and Lot 2 and lettered Lot A, has been filed for approval, a subdivision of real estate located in Section 35, Township 83 North, Range 6 West of the 5th P.M., Linn County, Iowa, described as follows:

HOLMANS ROAD FIRST ADDITION TO LINN COUNTY, IOWA, IS PARCEL A, PLAT OF SURVEY NO. 2416 RECORDED IN BOOK 10635, PAGE 523, LINN COUNTY RECORDER'S OFFICE & LOTS 3 & 4, IRREGULAR SURVEY OF THE SW 1/4, SECTION 35-T83N-.R6W OF THE 5TH PRINCIPAL MERIDIAN, ALL IN 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 July 21, 2021 as last amended on August 16, 2021 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

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

IOWA DEPARTMENT OF TRANSPORTATION

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

LINN COUNTY PUBLIC HEALTH DEPARTMENT

No conditions to be met.

NATURAL RESOURCES CONSERVATION SERVICE

1. Land disturbance greater than 1 acre in size, not associated with agricultural crop production, will require a NPDES permit granted by the Iowa Department of Natural Resources.
2. The presence of wet soils indicates a need for subsurface drainage. Existing drains need to be shown on site plan or an agreement addressing subsurface drainage is needed

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 Bertram 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. The final plat bound documents must be approved by the Linn County Board of Supervisors on or before **AUGUST 16, 2022** as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f) of the UDC.
7. One original and 3 complete copies of the final plat bound documents that must include the following:
 - i. Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
 - ii. Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
 - iii. Surveyor's certificate
 - iv. Auditor's certificate
 - v. Resolution of the Planning and Zoning Commission
 - vi. Resolution of the Board of Supervisors
 - vii. Resolution of approval or waiver of review by applicable municipalities
 - viii. Treasurer's certificate
 - i. Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the UDC.
 - ii. Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
 - iii. Twelve original signed plat drawings
 - iv. A covenant for a secondary road assessment

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

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by January 12, 2023 to be valid.

Passed and approved this 12th day of January, 2022

Linn County Board of Supervisors

Chair

Vice Chair

Chair

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Board of Supervisors
January 12, 2022
Resolution # _____
JF21-0014
Page 4 of 4

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

This amendment is made by Hawkeye Area Community Action Program, Inc. (HACAP) and Linn County Child Development Center (Provider), parties to the Contract for Provision of Service Agreement (effective September 1, 2020 through August 31, 2023) dated April 1, 2020.

On November 30, 2021 the Department of Health and Human Services (HHS) issued new Head Start Program Performance Standards (HPPS) to outline masking and COVID-19 vaccination requirements for all Head Start staff, contractors and volunteers who have direct contact to with enrolled Head Start children and families in any capacity regardless of funding source to follow masking and vaccine mandates.

HSPPS 1302.47(5)(vi) Safety Practices. Masking, using masks recommended by CDC, for all individuals 2 years of age or older; indoors in a setting when Head Start services are provided; and for those not fully vaccinated, outdoors in crowded settings or during activities that involve sustained close contact with other people, except: (A) Children or adults when they are either eating or drinking; (B) Children when they are napping; (C) When a person cannot wear a mask, or cannot safely wear a mask because of a disability as defined by the Americans with Disabilities Act; or (D) When a child's health care provider advises and alternative face covering to accommodate the child's special health care needs.

Compliance Date: November 30, 2021

HSSPPS 1302.93(a)(1) Staff health and wellness. All staff, and those contractors whose activities involve contact with or providing direct services to children and families, must be fully vaccinated for COVID-19, other than those employees: (i) For whom a vaccine is medically contraindicated; (ii) For whom medical necessity requires a delay in vaccination; or (iii) Who are legally entitled to an accommodation with regard to the COVID-19 vaccination requirements based on an applicable Federal law. (2) Those granted an accommodation outlined in paragraph (a)(1) of this section must undergo SARS-COV-2 testing for current infection at least weekly with those who have negative test results to remain in the classroom or working directly with children. Those with positive test results must be immediately excluded from the facility, so they are away from children and staff until they are determine to no longer be infectious.

Compliance Date: January 31, 2022

The Agreement is amended as follows:

HACAP and Provider agree that as of January 31, 2022, the Provider is not able to fully comply with the Head Start Program Performance Standards for masking mandate and/or the vaccine mandate. HACAP and Provider agree to continue to provide services to children who are dually eligible and enrolled for both Head Start and the Provider's Early Childhood Program. The provision of services will continue for the duration of the 2021-2022 school year for Contract for Provision of Classroom Services. HACAP and Provider will continue conversations for the mutual benefit of both parties. HACAP and Provider agree to make mutually agreed upon

changes to this contract for the 2022-2023 school year by June 30, 2022, which will become written, signed amendments to this contract.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement, the terms of this amendment will prevail.

Authorized Representative(s) for the Provider:

Signature	Date
-----------	------

Title

Signature	Date
-----------	------

Title

Authorized Representatives of Hawkeye Area Community Action Program:

Jane Drapeaux, Chief Executive Officer	Date
--	------

Christi Regan Early Childhood Programs Director	Date
--	------

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

CRS COMMUNITY CERTIFICATIONS

OMB Control Number: 1660-0022
Expiration: 10/31/2023

Community Linn County State IA CID 190829
(6-digit NFIP Community Identification Number)

Note: Please cross out any incorrect items, below, as needed, and insert the updated information.

CC-213 Recertification

Recertification due date February 1, 2022

Chief Executive Officer		CRS Coordinator	
Name	Ben Rogers		Rodd Baxter
Title	Supervisor-Chairperson		Zoning Inspector-CFM
Address	935 Second Street Southwest Cedar Rapids, IA 52404		935 Second Street Southwest Cedar Rapids, IA 52404
Phone number	(319) 892-5106		(319) 892-5134
E-mail address	Ben.Rogers@linncountyiowa.gov		Rodd.Baxter@linncountyiowa.gov

I hereby certify that Linn County [community name] is implementing the following activities on the attached pages as credited under the Community Rating System and described in our original application to the CRS and subsequent modifications.

I hereby certify that, to the best of my knowledge and belief, we are in full compliance with the minimum requirements of the NFIP and we understand that we must remain in full compliance with the minimum requirements of the NFIP. We understand that at any time we are not to be in full compliance, we will retrograde to a CRS Class 10.

I hereby certify that we will continue to maintain FEMA Elevation Certificates on all new buildings and substantial improvements constructed in the Special Flood Hazard Area following the date at which we joined the CRS.

I hereby certify that if there are one or more repetitive loss properties in our community that we must take certain actions that include reviewing and updating the list of repetitive loss properties, mapping repetitive loss areas, describing the cause of the losses, and sending an outreach project to those areas each year, and if we have fifty (50) or more unmitigated repetitive loss properties we must earn credit under Activity 510 (Floodplain Management Planning) for either a repetitive loss area analysis (RLAA) or a floodplain management plan (FMP).

I hereby certify that, to the best of my knowledge and belief, we are maintaining in force flood insurance policies for insurable buildings owned by us and located in the Special Flood Hazard Area (SFHA) shown on our Flood Insurance Rate Map. I further understand that disaster assistance for any community-owned building located in the SFHA is reduced by the amount of National Flood Insurance Program (NFIP) flood insurance coverage (structure and contents) that a community should be carrying on the building, regardless of whether the community is carrying a policy.

Signature _____ (Chief Executive Officer)

Date _____

CC-213-1

[continued on next page]

Community Linn CountyState IACID 190829

(6-digit NFIP Community Identification Number)

CRS Program Data Table	A. In the SFHA	B. In a regulated floodplain outside the SFHA	C. In the rest of the community
1. Last report's number of buildings in the SFHA (bSF) (line 6, last report)	195		
2. Number of new buildings constructed since last report	+ 0	0	46
3. Number of buildings removed/demolished since last report	- 0	0	
4. Number of buildings affected by map revisions since last report (+ or -)	0	0	
5. Number of buildings affected by corporate limits changes (+ or -)	0	0	
6. Current total number of buildings in the SFHA (bSF) (total lines 1-5)	195		
7. Number of substantial improvement/damage projects since last report	0	0	
8. Number of repetitive loss properties mitigated since last report	0	0	0
9. Number of LOMRs and map revisions (not LOMAs) since last report	0		
10. Acreage of the SFHA (aSFHA) as of the last report (line 13, last report)	44,738		
11. Acreage of area(s) affected by map revisions since last report (+ or -)	0	0	
12. Acreage of area(s) affected by corporate limits changes (+ or -)	-33	0	
13. Current acreage of the SFHA (total lines 10-12)	44,705		
14. Primary source for building data:	BUILDING PERMIT DATA		
15. Primary source for area data:	SFHA OUTSIDE OF INCORPORATED CITIES BY G.I.S.		
16. Period covered:	1/1/2021 THRU 12/31/2021	Current FIRM date	JULY, 20, 2021
<i>If available, the following data would be useful:</i>			
17. Number of new manufactured homes installed since last report	0	0	0
18. Number of other new 1 -4 family buildings constructed since last report	0	0	46
19. Number of all other buildings constructed/installed since last report	0	0	0

Comments:

(Please note the number of the line to which the comment refers.)

12. 33 ACRES OF SFHA WAS ANNEXED INTO INCORPORATED CITIES.

Community Linn County State IA CID 190829
County Linn

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

Your community has been verified as receiving CRS credit for the following Activities.

- If your community is still implementing these activities the CRS coordinator is required to put his or her initials in the blank (do not use a checkmark or an "X") and **attach** the appropriate items. A blank with no initials indicates you are not implementing that Activity anymore, and will result in loss of points (and possible CRS Class).
- If the word "**attached**" is used you must provide the requested documentation for that Activity. If no documentation has been acquired for that Activity, please explain why there is no documentation from the past year.

RB 310 EC: We are maintaining Elevation Certificates, Floodproofing Certificates, Basement Floodproofing Certificates, V Zone design certificates and engineered opening certificates on all new construction and substantially improved buildings in our Special Flood Hazard Area (SFHA) and make copies of all Certificates available at our present office location. RB *Initial here is you have had no new construction or substantial improvement in the SFHA in the last year.*

RB 310 EC: **Attached is the permit list for only new or substantially improved structures in the SFHA that have been completed in the last year.** We have permitted 1 new building and substantial improvements in the SFHA during this reporting period.

RB 310 EC: **Attached are all the Certificates for new or substantially improved structures that have been completed during this reporting period that are included on the above permit list.** (Note: The total number of Elevation and Floodproofing certificates should match the number of permits issued and completed within the reporting period defined above. All permits issued for new construction or substantial improvement within the V zone should have both an Elevation Certificate and a V Zone Certificate, and all buildings with basements within the basement exemption communities should have both an Elevation Certificate and a Basement Floodproofing Certificate).

RB 320 MI 1: We are providing basic flood information to inquirers. We also continue to provide the following to inquirers:

RB MI 2 additional FIRM information

RB MI 6 historical flood information

RB MI 7 natural floodplain functions

RB 320 MI: **Attached is a copy of the publicity for the credited elements of this service this year.**

Community Linn County State IA CID 190829
County Linn

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

RB 320 MI: **Attached is a copy of one page of the log, a letter, or other record that we kept on this service this year.**

RB 320 MI: We are continuing to keep our FIRM updated and maintain old copies of our FIRM.

RB 330 OP: We continue to conduct or provide all credited outreach projects.

RB 340 ODR: People looking to purchase flood prone property are being advised of the flood hazard through our credited hazard disclosure measures.

RB 350 LIB/LPD: Our public library continues to maintain flood protection materials.

RB 360 PPA: We continue to provide flood protection advice to inquirers.

RB 360 PPV: We continue to provide on-site flood protection assistance to inquirers.

RB 360 PPA/PPV/FAA: **Attached is a copy of one page of the log, up to three letters, or other records that we kept on this service this year.**

RB 360 PPA/PPV/FAA: **Attached is a copy of the document that told others about this these services this year.**

RB 420 OSP: We continue to preserve our open space in the floodplain.

RB 420 LZ/OSI: We continue to enforce our ordinance(s) for low-density zoning and/or open space incentives. *Initial here if you have changed the allowable density of development in any of your zoning districts, rezoned parcels in the floodplain or changed your open space incentives. **Attach a copy of the amended regulations, provide a summary of the changes, and mark up the regulation indicating what's been changed.***

RB 430: We continue to enforce the floodplain management provisions of our zoning, subdivision and building code ordinances for which we are receiving credit.
[RB] *Initial here if you have amended your floodplain regulations. **Attach a copy of the amended regulations, provide a summary of the changes and mark up the regulations indicating what's been changed.***

RB 430 RA: We continue to enforce our procedures for administering our floodplain management regulations. If applicable, we also continue to employ CFMs and staff who took credited training courses. We currently have 1 CFMs on staff.

RB 440 AMD: We continue to use and update our flood data maintenance system on an annual basis as needed.

Community Linn County State IA CID 190829
County Linn

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

RB 502 RL: We currently have 4 repetitive loss properties and send our notice to _____ properties in the repetitive loss areas.

RB 502 RL: **Attached is a copy of this year's notice on property protection, flood insurance and financial assistance that we sent to our repetitive loss areas.**

RB 510 FMP/RLAA: **Attached is a copy of our floodplain management plan's annual progress report for the action items contained in the plan.** We have included a progress report template for you to use (in the email notification) if you don't have one of your own.

RB 510 FMP/RLAA: We have provided copies of this progress report to our governing board and local media.

RB 520 AR: We continue to maintain as open space the lots where buildings were acquired or relocated out of the floodplain. ☐ Initial here if there have been any changes (additions or deletions) to the parcels credited as open space. **Attach a description of those changes.**

RB 530 FP: We continue to encourage property owners interested in elevating or retrofitting their buildings to protect them from flood damage. ☐ Initial here if there have been any changes (additions or deletions) to the buildings credited as being flood protected. Attach a description of those changes.

Additional Comments:

Attachments:

LINN COUNTY MEDICAL EXAMINER SERVICE AGREEMENT

This Agreement entered into this ____ day of _____, 20__, between Linn County, Iowa, (hereinafter referred to as "County") and Donald J. Linder, D.O., a doctor of medicine and surgery licensed in the State of Iowa and duly appointed Medical Examiner of Linn County, Iowa, (hereinafter referred to as "Medical Examiner") whose office is located at 2900 Hunters Ridge Rd., Marion, IA 52302.

WITNESSETH, IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth, County and Medical Examiner agree as follows:

I. MEDICAL EXAMINER SHALL PERSONALLY OR BY DULY APPOINTED DEPUTY LINN COUNTY MEDICAL EXAMINER(S), LICENSED IN THE STATE OF IOWA AS A DOCTOR OF MEDICINE AND SURGERY, A DOCTOR OF OSTEOPATHIC MEDICINE AND SURGERY OR AS AN OSTEOPATHIC PHYSICIAN, PROVIDE THE FOLLOWING SERVICES:

1. Conduct a preliminary examination of the cause and manner of death, prepare a written report of the findings, promptly submit the full report to the State Medical Examiner on forms prescribed for that purpose and submit a copy of the report to the Linn County Attorney for each person's death occurring in Linn County, Iowa, which affects the public interest as required in subsection 331.802(3), Code of Iowa.

2. Conduct the investigations set forth in paragraph 1 of this section in the manner required by the State Medical Examiner and determine whether the public interest requires an autopsy or other special investigation. In determining the need for an autopsy, Medical Examiner shall consider the request for an autopsy from a public official or private person, and Medical Examiner shall require an autopsy upon the request of the State Medical Examiner or the Linn County Attorney or if the death occurred in the manner specified in subsection 331.802(3)(j), Code of Iowa.

3. Ensure that any person making an autopsy pursuant to the request by Medical Examiner promptly file a complete record of findings in the office of the State Medical Examiner, the Linn County Attorney and, when applicable, the county attorney of the county where the death occurred or the county where any injury contributing to or causing the death was sustained.

4. Ensure that summary of the findings resulting from an autopsy of a child under the age of two (2) years whose death occurred in the manner specified in subsection 331.802(3)(j), Code of Iowa, be transmitted immediately by the person who performed the autopsy to Medical Examiner. Medical Examiner shall forward such report to the parent, guardian, or custodian of the child or ensure that such report is so forwarded by Medical Examiner's designee or the infant's attending physician.

5. Notify the Linn County Attorney in any instance of a sudden, violent, or suspicious death after which the body is buried without an investigation or autopsy. Upon such a body being exhumed pursuant to court order, arrange for an autopsy performed by a Medical Examiner or a pathologist.

6. Upon application and payment of a fee determined by the Board of Supervisors, Linn County, Iowa, Medical Examiner shall provide an examination certificate to the person requesting same and file a copy of the certificate in the Medical Examiner's office.

7. After an investigation has been contemplated, including an autopsy if one is made, arrange for delivery of the body to a relative or friend of the deceased person for burial or other appropriate disposition.

8. Medical Examiner shall be solely responsible for payment of fees, costs, and expenses to Deputy Linn County Medical Examiner(s) and Linn County Medical Examiner Investigator(s), including Lead Linn County Medical Examiner Investigator, for services provided pursuant to this Agreement. Notwithstanding the foregoing, Medical Examiner shall approve and submit claims to County for fees, costs, and expenses of Deputy Linn County Medical Examiner(s), Linn County Medical Examiner Investigator(s), including Lead Linn County Medical Examiner Investigator, for services provided pursuant to this Agreement, and payment for such claim shall be made directly to the Deputy Linn County Medical Examiner(s), Linn County Medical Examiner Investigator(s), including Lead Linn County Medical Examiner Investigator, by County.

9. Engage in outreach activities with the medical and law enforcement communities, and other Linn County groups as Medical Examiner deems appropriate and beneficial to promote the welfare of Linn County residents and further the objective of the Linn County Medical Examiner's Office.

II. COUNTY AGREES TO:

1. Pay to Medical Examiner for provision, pursuant to this Agreement, of the services set forth in Section I herein by Medical Examiner and/or Deputy Linn County Medical Examiner(s) fees at the rate of Four Hundred Forty-Nine Dollars and Ninety-Three Cents (\$449.93) per death investigated with written report of findings set forth in Section I of this Agreement.

2. County shall also pay to Medical Examiner, for additional services rendered in deaths where an autopsy is ordered, fees at the rate of Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$333.33) for each such death. Fees paid pursuant to this section of the Agreement shall not exceed Thirty-Five Thousand Dollars (\$35,000.00) for the term of the Agreement regardless of the number of deaths in which autopsies are ordered. The payments made pursuant to this section are in lieu of payment for clerical services provided by Medical Examiner or actual expenses incurred

by Medical Examiner to obtain clerical services in the performance of this Agreement. No such claims shall be submitted by Medical Examiner or paid by County.

3. Subject to the provisions of Section II(2) of this Agreement, County shall reimburse Medical Examiner for other actual expenses incurred in the provisions, pursuant to this Agreement, of the services set forth in Section I herein.

4. County shall separately pay the fees and costs of any autopsy requested by Medical Examiner pursuant to this Agreement and performed by a person other than Medical Examiner or Deputy Linn County Medical Examiner.

5. Costs for issuance of cremation permits pursuant to Section 331.805(3)(b), Code of Iowa, shall be established by Medical Examiner, not to exceed Seventy-Five Dollars (\$75.00) per permit issued. Such costs shall be borne by the family, next of kin, guardian of the decedent, or other person, as provided in Section 331.805(3)(b), and shall be retained by Medical Examiner.

6. Effective the month of August, 2016, County shall also pay to Medical Examiner, for Lead Medical Examiner Investigator services in deaths for which services are provided pursuant to this Agreement, a fee in the amount of Three Thousand One Hundred Sixty-Seven Dollars and Twenty-Five Cents (\$3,167.25) per month.

III. ADMINISTRATION:

1. Pursuant to Section 670.8, Code of Iowa, the County shall defend, save harmless and indemnify Medical Examiner and/or Deputy Linn County Medical Examiner(s) against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of his duties. However, this agreement to save harmless and indemnify shall not apply to awards for punitive damages. Also, this agreement to save harmless and indemnify shall not apply and County is entitled to restitution by Medical Examiner and/or Deputy Linn County Medical Examiner(s) if, in an action commenced by County against Medical Examiner, it is determined that the conduct of the Medical Examiner and/or Deputy Linn County Medical Examiner(s) upon which the tort claim or demand was based constituted a willful and wanton act or omission. This agreement to defend, save harmless and indemnify shall apply whether or not County is a party to the action and shall include but not be limited to cases arising under Title 42 United States Code Section 1983. In the event Medical Examiner and/or Linn County Deputy Medical Examiner(s) fails to cooperate in the defense against the claim or demand, County shall have a right of indemnification against Medical Examiner.

2. This Agreement recognizes that Medical Examiner, Linn County Deputy Medical Examiner(s), Linn County Medical Examiner Investigator(s), including Lead Linn County Medical Examiner Investigator, are independent contractors and will not be considered employees of Linn County, Iowa, for any purpose.

IV. TERM OF THIS AGREEMENT:

1. This Agreement shall commence on January 1, 2022, and shall be in effect until December 31, 2022.

2. This Agreement shall terminate of its own accord and without further notice should Donald J. Linder, D.O., no longer occupy the position of Linn County Medical Examiner for any reason.

V. EFFECTIVE DATE:

This Agreement shall be effective upon its execution by the parties, retroactive to the commencement of the Agreement term as provided herein.

IN WITNESS WHEREOF, the parties hereto have set their hands for the purposes herein expressed to this instrument, as of the dates below indicated.

LINN COUNTY, IOWA

BY:

**Chairperson, Linn County
Board of Supervisors**

**Donald J. Linder, D.O.
Linn County Medical Examiner**

Date

Date

MEDEXAM1- 12/13/2021

PRE-EMPLOYMENT TRAINING AGREEMENT
LINN COUNTY DEPUTY SHERIFF

This Agreement is entered into by Linn County, Iowa, hereinafter referred to as the "employing agency" and **Ryan Harkey** hereinafter referred to as the "recruit". In accordance with IAC 501-6.2(2) this is a written agreement being entered into contemporaneously with an offer of employment for the position of Linn County Deputy Sheriff. Recruit's employment will require attendance and completion of the Iowa Law Enforcement Academy to obtain the minimum law enforcement certification training as governed by Iowa Code Chapter 80B and Iowa Code Chapter 384 at some time within the twelve months following employment. In consideration of the employing agency agreeing to provide for the cost of that training, the recruit agrees that, should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training, the recruit will make reimbursement for a prorated portion of the associated training costs. This Agreement is specifically intended to govern the conditions under which the employing agency can require the recruit to reimburse those associated training costs. These associated training cost included Iowa Law Enforcement Academy tuition, meals, books, certifications, employee wages, including all benefits and transportation. See itemized list in Exhibit "A" This Agreement is not, itself, a contract for employment and does not give rise to any property right or interest in the recruit.

1) Liquidated Damages. The employing agency has attached hereto and incorporated herein Exhibit "A" which itemizes the current costs to be paid by the employing agency upon the recruit attending and successfully completing the fifteen/sixteen-week certification training course provided by the Iowa Law Enforcement Academy. Taking into consideration the requirements of the Fair Labor Standards Act and other practical adjustments due to benefits, taxes or other items paid that are not easily pro-ratable or otherwise recoverable, the sum of **\$35,575.10** is hereby fixed and agreed to as liquidated damages that fairly represent the economic loss that the employing agency will incur by reason of the recruit resigning within forty-eight months following completion of the certification training.

2) Reimbursement. Reimbursement shall become the recruit's obligation should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training. The amount due shall be determined by crediting 1/48th of the total liquidated damages amount agreed to above for each month of the recruit's service with the employing agency following completion of the certification training. The recruit will then be required to reimburse the balance.

3) Term of Reimbursement. The Recruit agrees that resignation, for whatever reason, shall be prima facia evidence that they left employment with the Employing Agency voluntarily. Payment for the remaining balance of the employment contract shall be made within thirty days of acceptance of employment with a different law enforcement agency. The Recruit agrees that, the Employing Agency, in its sole discretion, may retain and deduct from my last payroll check, any amount due and payable to the Employing Agency, to the extent allowed by law, to offset against any training and other employment related expenses (per section 1 above and Exhibit "A" attached) that the recruit will be obligated to reimburse to the Employing Agency.

4) Decertification. Failing to make reimbursement in accordance with this Agreement may, in addition to any other remedy available to the employing agency under this Agreement, result in decertification of the recruit as an Iowa law enforcement officer pursuant to Iowa Code Section 80B.11(7) and IAC 501-6.2(2). The Recruit does hereby expressly acknowledge and understand that the reimbursement obligations set forth herein are mandatory. The Recruit also expressly acknowledges that if it becomes necessary to enforce this Agreement and judgment is entered against the Recruit, the Recruit will pay all costs and expenses incurred by the Employing Agency including attorney fees.

5) Bona-Fide Employment. This Agreement is for the purpose of bona-fide employment of the recruit by the employing agency and is not for the purpose of achieving certification of the recruit by way of "sponsorship" through the academy.

6) Available Remedies. This Agreement shall not be deemed exclusive and shall not limit the employing agency from any other remedy available to it.

7) Severability. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8) Entire Agreement/Amendments. This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended only upon written agreement of the parties.

9) Effective Date. This document may be executed in counterparts and shall be deemed effective, subject to all signatures being obtained, upon recruit's employment date which shall be the: 8th day of November, 2021.

Linn County Human Resource Director

Date

Chair, Linn County Board of Supervisors

Date



Employee



Witness to Employee's signature

Date 8 Nov. 2021

Date 11-8-21

Exhibit "A"

The following is an itemized list of expenses acquired to send a Deputy to 15+ weeks of certified law enforcement training at the Iowa Law Enforcement Academy, Johnston, Iowa:

		Single Empl.	Married Empl.
1	Tuition	\$6,240.00	\$6,240.00
	Consolidated Foods (15+ wks)	\$1,287.41	\$1,287.41
	Defensive Tactics Uniforms	\$225.00	\$225.00
	Taser Certification	\$225.00	\$225.00
	Total	\$7,977.41	\$7,977.41
11	Deputy's wages and benefits for one year:		
	Starting base wage	\$58,380.00	\$58,380.00
	Jail Premium pay	\$520.00	\$520.00
	Cleaning allowance	\$150.00	\$150.00
	Blue Cross & Blue Shield	\$8,652.00	\$18,996.00
	Delta Dental Insurance	\$660.00	\$759.00
	Long term Disability Insurance	\$208.00	\$208.00
	Life Insurance (\$15,000.00) policy	\$43.00	\$43.00
	Iowa Public Employee Retirement System	\$5,454.14	\$5,454.14
	Social Security/Medicare	<u>\$4,505.85</u>	<u>\$4,505.85</u>
	For one year:		
	Total	\$78,572.99	\$89,015.99
	15 Week Academy		
	Total	\$22,665.29	\$25,677.69
111	Transportation to and from Johnston, Iowa (ILEA)		
	240 miles (round trip) (X) 16 trips = 3,840 miles.		
	3840 miles (X) .50 cents/ mile =	\$1,920.00	\$1,920.00
1V	TOTALS:		
	Academy Costs:	\$7,977.41	\$7,977.41
	Wage and Benefits for one quarter	\$22,665.29	\$25,677.69
	Transportation costs:	\$1,920.00	\$1,920.00
	GRAND TOTAL	\$32,562.70	\$35,575.10

PRE-EMPLOYMENT TRAINING AGREEMENT
LINN COUNTY DEPUTY SHERIFF

This Agreement is entered into by Linn County, Iowa, hereinafter referred to as the "employing agency" and Ryle Koenig hereinafter referred to as the "recruit". In accordance with IAC 501-6.2(2) this is a written agreement being entered into contemporaneously with an offer of employment for the position of Linn County Deputy Sheriff. Recruit's employment will require attendance and completion of the Iowa Law Enforcement Academy to obtain the minimum law enforcement certification training as governed by Iowa Code Chapter 80B and Iowa Code Chapter 384 at some time within the twelve months following employment. In consideration of the employing agency agreeing to provide for the cost of that training, the recruit agrees that, should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training, the recruit will make reimbursement for a prorated portion of the associated training costs. This Agreement is specifically intended to govern the conditions under which the employing agency can require the recruit to reimburse those associated training costs. These associated training cost included Iowa Law Enforcement Academy tuition, meals, books, certifications, employee wages, including all benefits and transportation. See itemized list in Exhibit "A" This Agreement is not, itself, a contract for employment and does not give rise to any property right or interest in the recruit.

1) Liquidated Damages. The employing agency has attached hereto and incorporated herein Exhibit "A" which itemizes the current costs to be paid by the employing agency upon the recruit attending and successfully completing the fifteen/sixteen-week certification training course provided by the Iowa Law Enforcement Academy. Taking into consideration the requirements of the Fair Labor Standards Act and other practical adjustments due to benefits, taxes or other items paid that are not easily pro-ratable or otherwise recoverable, the sum of \$30,067 is hereby fixed and agreed to as liquidated damages that fairly represent the economic loss that the employing agency will incur by reason of the recruit resigning within forty-eight months following completion of the certification training.

2) Reimbursement. Reimbursement shall become the recruit's obligation should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training. The amount due shall be determined by crediting 1/48th of the total liquidated damages amount agreed to above for each month of the recruit's service with the employing agency following completion of the certification training. The recruit will then be required to reimburse the balance.

3) Term of Reimbursement. The Recruit agrees that resignation, for whatever reason, shall be prima facie evidence that they left employment with the Employing Agency voluntarily. Payment for the remaining balance of the employment contract shall be made within thirty days of acceptance of employment with a different law enforcement agency. The Recruit agrees that, the Employing Agency, in its sole discretion, may retain and deduct from my last payroll check, any amount due and payable to the Employing Agency, to the extent allowed by law, to offset against any training and other employment related expenses (per section 1 above and Exhibit "A" attached) that the recruit will be obligated to reimburse to the Employing Agency.

4) Decertification. Failing to make reimbursement in accordance with this Agreement may, in addition to any other remedy available to the employing agency under this Agreement, result in decertification of the recruit as an Iowa law enforcement officer pursuant to Iowa Code Section 80B.11(7) and IAC 501-6.2(2). The Recruit does hereby expressly acknowledge and understand that the reimbursement obligations set forth herein are mandatory. The Recruit also expressly acknowledges that if it becomes necessary to enforce this Agreement and judgment is entered against the Recruit, the Recruit will pay all costs and expenses incurred by the Employing Agency including attorney fees.

5) Bona-Fide Employment. This Agreement is for the purpose of bona-fide employment of the recruit by the employing agency and is not for the purpose of achieving certification of the recruit by way of "sponsorship" through the academy.

6) Available Remedies. This Agreement shall not be deemed exclusive and shall not limit the employing agency from any other remedy available to it.

7) Severability. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8) Entire Agreement/Amendments. This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended only upon written agreement of the parties.

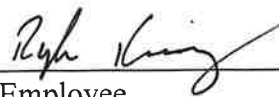
9) Effective Date. This document may be executed in counterparts and shall be deemed effective, subject to all signatures being obtained, upon recruit's employment date which shall be the: 1st day of November, 2021.

Linn County Human Resource Director

Date

Chair, Linn County Board of Supervisors

Date



Employee

Date 11/1/21



Witness to Employee's signature

Date 11-1-21

Exhibit "A"

The following is an itemized list of expenses acquired to send a Deputy to 15+ weeks of certified law enforcement training at the Iowa Law Enforcement Academy, Johnston, Iowa:

		Single Empl.	Married Empl.
1	Tuition	\$6,240.00	\$6,240.00
	Consolidated Foods (15+ wks)	\$1,287.41	\$1,287.41
	Defensive Tactics Uniforms	\$225.00	\$225.00
	Taser Certification	\$225.00	\$225.00
	Total	\$7,977.41	\$7,977.41
11	Deputy's wages and benefits for one year:		
	Starting base wage	\$58,380.00	\$58,380.00
	Jail Premium pay	\$520.00	\$520.00
	Cleaning allowance	\$150.00	\$150.00
	Blue Cross & Blue Shield	\$0.00	\$0.00
	Delta Dental Insurance	\$660.00	\$759.00
	Long term Disability Insurance	\$208.00	\$208.00
	Life Insurance (\$15,000.00) policy	\$43.00	\$43.00
	Iowa Public Employee Retirement System	\$5,454.14	\$5,454.14
	Social Security/Medicare	<u>\$4,505.85</u>	<u>\$4,505.85</u>
	For one year:		
	Total	\$69,920.99	\$70,019.99
	15 Week Academy		
	Total	\$20,169.52	\$20,198.07
111	Transportation to and from Johnston, Iowa (ILEA)		
	240 miles (round trip) (X) 16 trips = 3,840 miles.		
	3840 miles (X) .50 cents/ mile =	\$1,920.00	\$1,920.00
1V	TOTALS:		
	Academy Costs:	\$7,977.41	\$7,977.41
	Wage and Benefits for one quarter	#NAME?	\$20,198.07
	Transportation costs:	\$1,920.00	\$1,920.00
	GRAND TOTAL	#NAME?	\$30,095.48

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

LINN COUNTY ORDINANCE # _____

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

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

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

ARTICLE II. – Fire Code

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

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

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

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

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

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

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

Section 109. Board of Appeals.

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 12-21. - Limitations of regulations.

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

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

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

SECTION 3. SEVERABILITY. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

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

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

Second consideration on the 22 day of December 2021.

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

Published in the Gazette on the 1 day of January 2021.

LINN COUNTY BOARD OF SUPERVISORS

Chairperson

Supervisor

Supervisor

ATTEST:

Joel D. Miller, Linn County Auditor

STATE OF IOWA)
)SS
COUNTY OF LINN)

I, _____, County Auditor of Linn County, Iowa, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors at a regular meeting of said Board held on _____, 2021 and published as provided by law on _____, 2021.

Linn County Auditor

Subscribed and sworn to me this _____ day of _____, 2021.

Notary Public, State of Iowa

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

LINN COUNTY ORDINANCE # _____

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

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

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

ARTICLE II. – Construction Regulations

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

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

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

(Ord. No. 9-6-2015, § 3.1, 6-17-2015)

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

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

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

R105.2. Work Exempt from Permit, Building:

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

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

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

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

105.2. Work Exempt from Permit, Building:

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

- (4) Substantially improved/substantially damaged. Delete IRC R105.3.1.1, Substantially Improved or Substantially Damaged Existing Buildings and Structures, without substitution.

- (5) Expiration. Modify IBC 105.5 and IRC R105.5, Expiration, by adding new Sections 105.5.1 and R105.5.1 respectively as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exceptions:

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

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

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

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

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

R313. Automatic Fire Sprinkler Systems.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (31) Delete IBC Section K111.4.

(Ord. No. 9-6-2015, § 3.2, 6-17-2015)

Sec. 105-18. - Limitations of regulations.

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

(Ord. No. 9-6-2015, § 3.3, 6-17-2015)

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

SECTION 3. SEVERABILITY. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

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

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

Second consideration on the 22 day of December 2021.

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

Published in the Gazette on the 1 day of January 2021.

LINN COUNTY BOARD OF SUPERVISORS

Chairperson

Supervisor

Supervisor

ATTEST:

Joel D. Miller, Linn County Auditor

STATE OF IOWA)
)SS
COUNTY OF LINN)

I, _____, County Auditor of Linn County, Iowa, hereby certify
that the above and foregoing is a true copy of an ordinance passed by the Linn County
Board of Supervisors at a regular meeting of said Board held on
_____, 2021 and published as provided by law on
_____, 2021.

Linn County Auditor

Subscribed and sworn to me this _____ day of _____, 2021.

Notary Public, State of Iowa

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

LINN COUNTY ORDINANCE # _____

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

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

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

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

Sec. 105-66. - Plumbing Code Adopted.

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

(Ord. No. 10-6-2015 § 5.1, 6-17-2015)

Sec. 105-67. – Conflicts

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

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

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

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

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

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

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

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

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

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

Section 107.0. Board of Appeals.

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

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

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

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

Sec. 105-69. – Licensing.

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

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

Sec. 105-69. - Limitations of regulations.

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

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

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

SECTION 3. SEVERABILITY. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

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

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

Second consideration on the 22 day of December, 2021

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

Published in the Gazette on the 1 day of January, 2021

LINN COUNTY BOARD OF SUPERVISORS

Chairperson

Supervisor

Supervisor

ATTEST:

Joel D. Miller, Linn County Auditor

STATE OF IOWA)
)SS
COUNTY OF LINN)

I, _____, County Auditor of Linn County, Iowa, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors at a regular meeting of said Board held on _____, 2021 and published as provided by law on _____, 2021.

Linn County Auditor

Subscribed and sworn to me this _____ day of _____, 2021.

Notary Public, State of Iowa

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

LINN COUNTY ORDINANCE # _____

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

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

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

ARTICLE IV. - MECHANICAL SYSTEMS

Sec. 105-46. - Codes adopted.

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

(Ord. No. 8-6-2015, § 4.1, 6-17-2015)

Sec. 105-47. – Conflicts

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 114. Board of Appeals.

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

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

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

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

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

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

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

(Ord. No. 8-6-2015, § 4.2, 6-17-2015)

Sec. 105-48. - Licensing.

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

(b) *License required.*

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

(Ord. No. 8-6-2015, § 4.3, 6-17-2015)

Sec. 105-49. - Limitations of regulations.

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

(Ord. No. 8-6-2015 § 4.4, 6-17-2015)

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

SECTION 3. SEVERABILITY. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

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

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

Second consideration on the 22 day of December 2021.

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

Published in the Gazette on the 1 day of January 2021.

LINN COUNTY BOARD OF SUPERVISORS

Chairperson

Supervisor

Supervisor

ATTEST:

Joel D. Miller, Linn County Auditor

STATE OF IOWA)
)SS
COUNTY OF LINN)

I, _____, County Auditor of Linn County, Iowa, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors at a regular meeting of said Board held on _____, 2021 and published as provided by law on _____, 2021.

Linn County Auditor

Subscribed and sworn to me this _____ day of _____, 2021.

Notary Public, State of Iowa

CONFIDENTIALITY AGREEMENT

Between
LINN COUNTY
And

IOWA FINANCE AUTHORITY

WHEREAS Linn County, Iowa ("County" or "the County"), has been awarded an allocation of Five Million Three Hundred and Sixty Seven Thousand Two Hundred and Sixty Seven dollars and Forty cents (\$5,367,267.40) made available to counties through the American Rescue Plan Act of 2021 ("ERAP2"), which allocation shall be the source of funds for the Linn County Emergency Rental Assistance Program ("LCERAP") to assist lessees in the County avoid eviction and utility disconnection; and

WHEREAS the purpose of the Grant is to provide housing stability assistance and financial assistance to eligible households located in the State of Iowa; and

WHEREAS the State of Iowa has received from the United States Department of the Treasury ("Treasury") a grant in the amount of One Hundred Ninety-Five Million Dollars (\$195,000,000) ("Grant") pursuant to Section 501, Emergency Rental Assistance, H.R. 133, 116th Congress, Consolidated Appropriations Act, 2021, including Coronavirus Response and Relief Supplemental Appropriations ("Section 501"); and

WHEREAS the State of Iowa has designated the Iowa Finance Authority ("IFA"), located at 1963 Bell Avenue, Suite 200, Des Moines, IA 50315, to oversee the distribution of Grant funds through the Iowa Rent and Utility Assistance Program ("IRUAP"); and

WHEREAS IFA has entered into one or more agreements with Witt O'Brien's, LLC ("Consultant"), to assist IFA with administration of the IRUAP; and

WHEREAS IFA has requested, and LINN COUNTY has agreed to provide to IFA and Consultant, information and data that may be used to determine whether applicants for the IRUAP have received benefits through the LCERAP, thereby avoiding duplication of benefits; and

WHEREAS applications for assistance through the LCERAP contain confidential information, including Personally Identifiable Information ("PII");

NOW THEREFORE, IFA agrees as follows:

1. Authorized Representative. The undersigned, Debi Durham, is the Executive Director of IFA.

2. Term of Agreement. The effective date of this Confidentiality Agreement between Linn County and the Iowa Finance Authority ("Agreement") shall be the date on which the Chair of the Linn County Board of Supervisors executes this Agreement. This Agreement shall terminate upon the earlier of (1) December 31, 2022 or (2) Linn County notifies IFA that the County is terminating access to LCERAP data and information or (3)

IFA notifies Linn County that it no longer requires LCERAP information and data. Notice shall be provided in writing.

3. Confidential Information. IFA's employees and Consultant's employees shall have access to data and information, including PII and other private and confidential information, which shall not be downloaded or captured in any method, via the internet or otherwise. The private or confidential information shall remain the property of Linn County at all times. IFA's employees and Consultant's employees shall have access to information contained in applications for LCERAP assistance only for the purpose of avoiding duplication of benefits and shall not use the information for any other purpose. IFA's employees and Consultant's employees shall not download any information or data unless Linn County has consented in writing, in advance, to downloading the data or information. No information or data collected, maintained, or used in the course of ascertaining whether a County resident has received assistance through the LCERAP, including but not limited to PII or other private or confidential information, shall be disseminated by IFA or by any employee of IFA or by any employee of Consultant to any person or entity, except as authorized or required by law and only with the prior written consent of Linn County. If permitted to do so under applicable federal and/or state law and guidance and rules promulgated by the United States Department of Treasury, the entity that downloaded information shall promptly destroy any information or data that is downloaded.

4. Destruction of Downloaded Data or Information. Upon termination of this Agreement for any reason, including expiration of the Term of Agreement, IFA and Consultant shall ensure that any of Linn County's confidential LCERAP data or information has been destroyed or deleted from computer storage maintained by IFA or Consultant, provided that such destruction or deletion is permitted by law, including but not limited to, applicable federal and state laws and guidance and rules promulgated by the United States Department of Treasury.

5. Background Checks Required. All persons who shall have access to the data and information contained in any application for LCERAP assistance shall be IFA employees or Consultant's employees and shall have undergone a background check that meets or exceeds Linn County's specifications prior to having access to any data or information contained in any application for LCERAP assistance.

6. Confidentiality Training. IFA and Consultant shall ensure that all employees and subcontractors who have access to data or information contained in applications for utility assistance through the LCERAP have undergone training regarding maintaining confidentiality of PII or other private or confidential information.

7. Data and Information Privacy and Security Requirements. Before any IFA employee or any employee of Consultant has access to LCERAP data and/or information, IFA and Consultant shall have in place data privacy and security requirements that

- (i) include appropriate measures to ensure that the privacy of individuals and households is protected; and
- (ii) provide confidentiality protections for data or information about any individuals

who are survivors of intimate partner violence, sexual assault, or stalking.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

Chairperson, Linn County
Board of Supervisors



Executive Director
Iowa Finance Authority

Date

01/10/2022

Date