

BOARD OF SUPERVISORSDistrict 1 | **Kirsten Running-Marquardt**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

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Tuesday, March 14, 2023

10 a.m.

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

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

Consent Agenda

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

Reports

Receive and place on file Treasurer's (Auto Dept.) Report to the County Auditor Receipts and Disbursements for the Month of February 2023.

Resolutions

Resolution approving a 28E Agreements between Linn County and the City of Center Point for Rental Housing and Property Maintenance Inspection services.

Resolution approving a property use request for permission to utilize the Linn County Community Services Building conference rooms for the purpose of holding Wellness Recovery & Action Plan Training during the week of March 27 through March 31, 2023

Contract and Agreements

Approve and authorize Chair to sign a certificate of self-insurance to allow Linn County employees and agents working with Early Care and Education Supportive Services intended to increase access to extended day and year high-quality wraparound care.

Approve and authorize Chair to sign a certificate of self-insurance to allow Linn County employees and agents working with Nurturing Parent Program – Long Term to provide short term home visitation family support services to Linn County families

Approve and authorize Chair to sign a certificate of self-insurance to allow Linn County employees and agents working with Nurturing Parent Program – Short Term to provide short term home visitation family support services to Linn County families

Authorize Chair to sign a settlement with T. Washington.

Licenses & Permits

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 107, Unified Development Code, relating to accessory dwelling units.

Canvass of Votes – 1st Tier – March 07, 2023 Special Election – College Community School District Physical Plant and Equipment Levy (PPEL) & Springville Community School District PPEL

Canvass of Votes – 2nd Tier – March 07, 2023 Special Election – College Community School District PPEL

Public Comment: Five Minute Limit per Speaker

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

Payroll Authorizations

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

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.

TREASURER'S (AUTO DEPT.) REPORT TO THE COUNTY AUDITOR
RECEIPTS AND DISBURSEMENTS
MONTH OF FEBRUARY 2023

RECEIVED

2023 MAR -8 AM 8:49

FUND	RECEIPTS		DISBURSEMENTS		PREVIOUS BAL.	GRAND TOTAL
	CASH BOOK	TRANSFERS	TREAS CKS.	TRANSFERS		
AUTO LICENSE	\$ 3,352,126.70		\$ 3,972,883.50		\$ 3,972,883.50	\$ 3,352,126.70
USE TAX	\$ 2,219,242.27		\$ 2,587,086.40		\$ 2,587,086.40	\$ 2,219,242.27
SURCHARGE	\$ 19,830.00		\$ 22,930.00		\$ 22,930.00	\$ 19,830.00
AMATEUR RADIO	\$ 80.00		\$ 85.00		\$ 85.00	\$ 80.00
BLACK OUT	\$ 46,995.00		\$ 48,590.00		\$ 48,590.00	\$ 46,995.00
BREAST CANCER	\$ 145.00		\$ 115.00		\$ 115.00	\$ 145.00
BRONZE STAR	\$ 50.00		\$ 10.00		\$ 10.00	\$ 50.00
CATTLEMAN	\$ 40.00		\$ 70.00		\$ 70.00	\$ 40.00
CHOOSE LIFE	\$ 5.00		\$ 20.00		\$ 20.00	\$ 5.00
ISU	\$ 265.00		\$ 195.00		\$ 195.00	\$ 265.00
U OF I	\$ 986.00		\$ 1,178.00		\$ 1,178.00	\$ 986.00
UNI	\$ 75.00		\$ 70.00		\$ 70.00	\$ 75.00
OTHER COLLEGE PL	\$ 215.00		\$ 170.00		\$ 170.00	\$ 215.00
PERS PLATE	\$ 1,727.00		\$ 2,005.00		\$ 2,005.00	\$ 1,727.00
DECAL	\$ -		\$ 10.00		\$ 10.00	\$ -
DUCKS UNLTD	\$ 35.00		\$ -		\$ -	\$ 35.00
EDUCATION	\$ 45.00		\$ 10.00		\$ 10.00	\$ 45.00
EMS	\$ -		\$ -		\$ -	\$ -
EV/PHEV	\$ 8,038.93		\$ 10,820.80		\$ 10,820.80	\$ 8,038.93
FALLEN OFFICER	\$ 35.00		\$ 90.00		\$ 90.00	\$ 35.00
FIREFIGHTER	\$ 25.00		\$ 25.00		\$ 25.00	\$ 25.00
FLY OUR COLORS	\$ 585.00		\$ 475.00		\$ 475.00	\$ 585.00
GOD BLESS	\$ 60.00		\$ 75.00		\$ 75.00	\$ 60.00
GOLD STAR FAMILY	\$ -		\$ 5.00		\$ 5.00	\$ -
HERITAGE	\$ 10.00		\$ -		\$ -	\$ 10.00
IOWA AG LITERACY	\$ -		\$ -		\$ -	\$ -
LEGION OF MERIT	\$ -		\$ -		\$ -	\$ -
LOVE R KIDS	\$ 10.00		\$ 25.00		\$ 25.00	\$ 10.00
MCYCLE RIDER	\$ 45.00		\$ 25.00		\$ 25.00	\$ 45.00
NAT'L GUARD	\$ 5.00		\$ 10.00		\$ 10.00	\$ 5.00
DNR	\$ 3,025.00		\$ 3,495.00		\$ 3,495.00	\$ 3,025.00
ORGAN DONOR	\$ 45.00		\$ 60.00		\$ 60.00	\$ 45.00
PEARL HARBOR	\$ -		\$ -		\$ -	\$ -
POW	\$ -		\$ -		\$ -	\$ -
PROFESSIONAL FIRE	\$ 5.00		\$ 25.00		\$ 25.00	\$ 5.00

JAN COUNTY AUDITOR

PURPLE HEART	\$ 40.00		\$ 20.00		\$ 20.00	\$ 40.00
PWD	\$ 5.00		\$ 30.00		\$ 30.00	\$ 5.00
USAF AIRFORCE	\$ 15.00		\$ 30.00		\$ 30.00	\$ 15.00
USAF ARMY	\$ 20.00		\$ 75.00		\$ 75.00	\$ 20.00
USAF COAST GUARD	\$ -		\$ -		\$ -	\$ -
USAF MARINES	\$ 5.00		\$ 10.00		\$ 10.00	\$ 5.00
USAF NAVY	\$ 20.00		\$ 20.00		\$ 20.00	\$ 20.00
SHARE THE ROAD	\$ 190.00		\$ 150.00		\$ 150.00	\$ 190.00
SHRINERS	\$ 5.00		\$ 5.00		\$ 5.00	\$ 5.00
SILVER STAR	\$ 5.00		\$ 5.00		\$ 5.00	\$ 5.00
VETERANS	\$ 360.00		\$ 280.00		\$ 280.00	\$ 360.00
VETS CROSS/MEDAL	\$ -		\$ -		\$ -	\$ -
ANATOMICAL FEES	\$ 475.62		\$ 485.69		\$ 485.69	\$ 475.62
ADMIN FEES	\$ 30.00		\$ 15.00		\$ 15.00	\$ 30.00
MAIL PROCESSING	\$ 21,345.00		\$ 23,766.00		\$ 23,766.00	\$ 21,345.00
NSF FEES	\$ 594.00		\$ 498.00		\$ 498.00	\$ 594.00
AUTO TRANSFERS					\$ (131,000.00)	\$ (131,000.00)
TOTAL	\$ 5,676,860.52	\$ -	\$ 6,675,948.39	\$ -	\$ 6,544,948.39	\$ 5,545,860.52

LINN COUNTY TREASURER

Brent C. Nesomby 4/8/23 Deputy

RECEIVED
2023 MAR - 8 AM 8:49
LINN COUNTY AUDITOR

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

LINN COUNTY RESOLUTION #_____

**Linn County and City of Center Point Agreement
For
Rental Housing and Property Maintenance Inspections**

WHEREAS, the Board of Supervisors, Linn County, Iowa, pursuant to Iowa Code Chapter 28E, proposes that Linn County enter into an agreement with the City of Center Point, Iowa under the title *Linn County and City of Center Point Agreement for Rental Housing Inspections* and *Linn County and City of Center Point Agreement for Property Maintenance Inspections*, and

AND WHEREAS, the purpose for such agreements are to provide for the administration of the property maintenance and housing codes of the City of Center Point by Linn County in order to protect the public health, safety, and welfare, and

AND WHEREAS, such agreement is in the best interests of Linn County and the City of Point, and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, that Linn County, Iowa will join pursuant to Iowa Code Chapter 28E, with the City of Center Point, Iowa into an agreement entitled *Linn County and City of Center Point Agreement for Rental Housing Inspections* and *Linn County and City of Center Point Agreement for Property Maintenance Inspections*.

Passed and approved this _____ day of _____, 2023.

LINN COUNTY BOARD OF SUPERVISORS

Louis Zumbach, Chair

ATTEST:

Joel D. Miller, Linn County Auditor

**LINN COUNTY AND CITY OF CENTER POINT
AGREEMENT FOR RENTAL HOUSING INSPECTIONS**

1. TITLE

Pursuant to Iowa Code Chapter 28E, this Agreement by and between Linn County, Iowa and the City of Center Point, Iowa, shall be known as the *Linn County and City of Center Point Agreement for Rental Housing Inspections*.

2. PURPOSE AND SCOPE

2.1 Purpose of Agreement. The purpose of this Agreement is to provide inspection services for Rental Housing Regulations of the City of Center Point to protect the public health, safety and welfare.

2.2 Scope of Services. Linn County, through the Building Division of the Department of Planning and Development, shall provide services to inspect rental housing units as specified in the City's adopted Rental Housing Code.

3. DEFINITIONS

As used in this Agreement, the following terms are defined:

<i>Building Division:</i>	The Building Division of the Linn County Department of Planning and Development.
<i>Code Official:</i>	The Linn County Building Official who is the designated authority charged with the administration and enforcement of the Linn County <i>Rental Housing Code</i> .
<i>City:</i>	The City of Center Point, Iowa.
<i>Code:</i>	The current version of Chapter 105, Buildings and Building Regulations: Article VII of the Linn County Code of Ordinances as adopted by Linn County, Iowa including amendments and recodifications in effect at the time of the inspection or investigation.

County: The County of Linn, Iowa.

Code Compliance Officer: The Code Compliance Officer employed with the Linn County Building Division under the direction of the Linn County Building Official.

4. PROCEDURES AND FEES

4.1 Place of Registration. Landlord and property registration will be made at the City of Center Point, 200 Franklin Street, Center Point, IA. The City shall remit to the County a copy of all registered residential rental properties.

Fees. Applicant fees are to be paid directly to the City by the applicant. Monthly the County will bill the City for all rental services performed within the City.

The bill will include an itemized list of the rental services that were performed. The City shall remit payment to the County within 30 days of receipt of the bill. All fees paid by the City to the County shall be retained by the County. The City of Center Point agrees to pay Linn County for inspection services based upon Linn County's adopted fee schedule for rental housing as established by Resolution number 2022-9-146 approved by the Linn County Board of Supervisors

5. INSPECTIONS

5.1. Types of inspections. The County shall provide inspections in accordance with the adopted *Rental Housing Code*. Weed and junk vehicle complaints shall be handled by the City.

5.2. Notification. Notification of required rental housing inspections shall be made by the County to the owner or authorized agent.

5.3. Inspections. The City shall provide the County with a list of all units which are to be inspected for Rental Housing Code compliance. This list shall be updated by the City every six months. The County shall be responsible for creating and maintaining a schedule for the required inspections of all units identified on the list.

5.4. Inspection times. The Code Compliance Officer will conduct inspections between the hours of 9:30 a.m. and 3:30 p.m., Monday through Friday. The County reserves the right to modify this inspection schedule to accommodate the Officer's schedules. The County will notify the City of any changes to the inspection schedule.

5.5. Certificate of Inspected Housing. A Certificate of Inspected Housing shall be issued by the County to the owner or authorized agent upon successfully passing inspection and shall be valid for two (2) years once the rental unit has passed all inspections required by the Rental Housing Code.

6. ENFORCEMENT

Administration and enforcement of the Regulations shall be by the Code Official. Enforcement and prosecution of Code violations cited by the County shall be by the City.

7. RECORDS

7.1. *Records maintenance.* The County shall maintain records of rental units, rental inspections, inspection results, certificates of inspected housing, and all notices of violations, beginning with the effective date of this Agreement, for a period of five years from the issuance date, unless this agreement is terminated sooner. For the sixty days following the termination of this agreement over after the five-year maintenance period has passed, whichever comes later, the City shall have at its option and own expense, to right to obtain copies of all records maintained by the County.

7.2. *Activity reports.* The County shall provide, if requested, quarterly reports to the City of inspection activities in the City. The reports shall include the number and type of inspections performed, and number of certificates of inspected housing issued. Other information may be included in the reports as mutually agreed.

8. HOLD HARMLESS

The City of Center Point shall hold harmless, indemnify, and defend all claims and suits for liability against Linn County and any of its employees arising as a result of any services performed by Linn County under this agreement.

9. APPEALS

Appeals of decisions or determinations relative to the application and interpretation of the Rental Housing Code shall be through the City in accordance with the Code.

The City shall provide decisions and findings in writing to the County.

10. AMENDMENTS

Any portion of this Agreement may be amended at any time, as mutually agreed, by Resolution of the County Board of Supervisors and Resolution of the City Council.

11. DURATION OF AGREEMENT

This Agreement shall continue until terminated by either the County or the City.

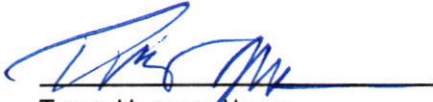
12. TERMINATION

Either the County or the City may terminate this Agreement at any time by providing written notice at least three months prior to the termination date. Written notice shall be a certified copy of a resolution by the County Board of Supervisors or the City Council.

The County shall not be obligated to perform inspections after the termination date.

13. EFFECTIVE DATE

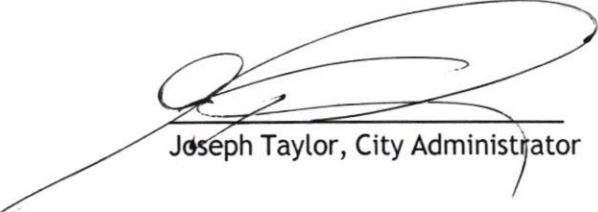
The effective date of this Agreement is 03/01/2023 or the date the certified Agreement is recorded at the Linn County Recorder, whichever is later.



Traer Morgan, Mayor
City of Center Point

Louis Zumbach, Chair
Linn County Board of

Supervisors Attest:



Joseph Taylor, City Administrator

Joel Miller, Auditor

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

**LINN COUNTY AND CITY OF CENTER POINT
AGREEMENT FOR PROPERTY MAINTENANCE INSPECTIONS**

1. TITLE

Pursuant to Iowa Code Chapter 28E, this Agreement by and between Linn County, Iowa, and the City of Center Point, Iowa, shall be known as the *Linn County and City of Center Point Agreement for Property Maintenance Inspections*.

2. PURPOSE AND SCOPE

2.1 Purpose of Agreement. The purpose of this Agreement is to provide inspection services for Property Maintenance Regulations of the City of Center Point to protect the public health, safety, and welfare.

2.2 Scope of Services. Linn County, through the Building Division of the Department of Planning and Development, shall provide services to inspect and determine property maintenance violations as specified in the City's adopted Property Maintenance Code.

3. DEFINITIONS

As used in this Agreement, the following terms are defined:

<i>Building Division:</i>	The Building Division of the Linn County Department of Planning and Development.
<i>Code Official:</i>	The Linn County Building Official who is the designated authority charged with the administration and enforcement of the Linn County <i>Property Maintenance Code</i> .
<i>City:</i>	The City of Center Point, Iowa.
<i>Code:</i>	The current version of Chapter 105, Buildings and Building Regulations: Article VI of the Linn County Code of Ordinances as adopted by Linn County, Iowa including amendments and recodifications in effect at the time of the inspection or investigation.

<i>County:</i>	The County of Linn, Iowa.
<i>Code Compliance Officer:</i>	The Code Compliance Officer employed with the Linn County Building Division under the direction of the Linn County Building Official.

4. PROCEDURES AND FEES

4.1. Fees. Inspection fees are to be paid directly to the City by the property owner. Monthly the County will bill the City for all property maintenance services performed within the City.

The bill will include an itemized list of the property maintenance services that were performed. The City shall remit payment to the County within 30 days of receipt of the bill. All fees paid by the City to the County shall be retained by the County. The City of Center Point agrees to pay Linn County for inspection services based upon Linn County's adopted fee schedule for property maintenance as established by Resolution number 2022-9-146 approved by the Linn County Board of Supervisors

5. INSPECTIONS

5.1. Types of inspections. The County shall provide inspections in accordance with the adopted *Property Maintenance Code*. Weed and junk vehicle complaints shall be handled by the City.

5.2. Notification. Notification of property maintenance inspections shall be made by the county to the owner or authorized agent.

5.3 Inspection requests. Property maintenance inspection requests shall be made by the City to the county. Customers will be directed to contact the City with complaints, concerns, and requests relating to property maintenance. Requests may be made via email or by telephone to the Linn County Building Division between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Twenty-four-hour notice is required prior to an inspection.

5.4 Inspection times. The Code Compliance Officer will conduct inspections between the hours of 9:30 a.m. and 3:30 p.m., Monday through Friday. The County reserves the right to modify this inspection schedule to accommodate the Officer's schedules. The County will notify the City of any changes to the inspection schedule.

6. ENFORCEMENT

Administration and enforcement of the Regulations shall be by the Code Official. Enforcement and prosecution of Code violations cited by the County shall be by the City.

7. RECORDS

7.1. Records maintenance. The County shall maintain records of property maintenance investigation requests, investigation results, and all notices of violations, beginning with the effective date of this Agreement, for a period of five years from the issuance date, unless this agreement is terminated sooner. For the sixty days following the termination of this agreement over after the five-year maintenance period has passed, whichever comes later, the City shall have at its option and own expense, to right to obtain copies of all records maintained by the County.

7.2. *Activity reports.* The County shall provide if requested, quarterly reports to the City of inspection activities in the City. The reports shall include the number and type of inspections performed, and the number of certificates of inspected housing issued. Other information may be included in the reports as mutually agreed.

8. HOLD HARMLESS

The City of Center Point shall hold harmless, indemnify, and defend all claims and suits for liability against Linn County and any of its employees arising as a result of any services performed by Linn County under this agreement.

9. APPEALS

Appeals of decisions or determinations relative to the application and interpretation of the Property Maintenance Regulations shall be through the City in accordance with the Code.

The City shall provide decisions and findings in writing to the County.

10. AMENDMENTS

Any portion of this Agreement may be amended at any time, as mutually agreed, by Resolution of the County Board of Supervisors and Resolution of the City Council.

11. DURATION OF AGREEMENT

This Agreement shall continue until terminated by either the County or the City.

12. TERMINATION

Either the County or the City may terminate this Agreement at any time by providing written notice at least three months prior to the termination date. Written notice shall be a certified copy of a resolution by the County Board of Supervisors or the City Council.

The County shall not be obligated to perform inspections after the termination date.

13. EFFECTIVE DATE

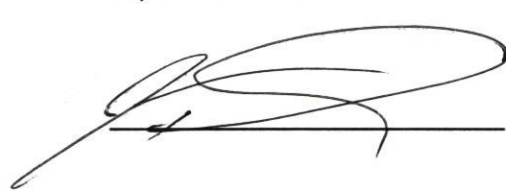
The effective date of this Agreement is 03/01/2023, or the date the certified Agreement is recorded at the Linn County Recorder, whichever is later.



Traer Morgan, Mayor
City of Center Point

Louis Zumbach, Chair
Linn County Board of

Supervisors Attest:



Joseph Taylor, City Administrator

Joel Miller, Auditor

RESOLUTION NO. 2023 - ____ - ____

APPROVING A PROPERTY USE REQUEST FOR PERMISSION TO UTILIZE THE LINN COUNTY
COMMUNITY SERVICES BUILDING FOR THE PURPOSE OF HOLDING WELLNESS RECOVERY &
ACTION PLAN TRAINING

WHEREAS, the Wellness Recovery & Action Plan (WRAP) Executive Director, has requested permission to use conference rooms at the Linn County Community Service Building, for the purpose of conducting trainings during the week of March 27 to 31, 2023 and;

WHEREAS, the Linn County Risk Management Department has recommended approval of this request,

BE IT THEREFORE RESOLVED by the Board of Supervisors of Linn County, Iowa, that the above request is herewith approved subject to the following conditions:

1. The personnel sponsoring the Wellness Recovery & Action Plan training will follow the direction as given by the Linn County employees.
2. The personnel sponsoring the Wellness Recovery & Action Plan training will be responsible for seeing that all conference room furniture and items are returned to the same place they were before the training started.
3. The personnel sponsoring the training will oversee the proper conduct of the event.

PASSED AND APPROVED this _____ day of _____ 2023.

LINN COUNTY BOARD OF SUPERVISORS

Louis J. Zumbach, Chair

Ben Rogers, Vice Chair

Kirsten Running-Marquardt, Supervisor

AYE:

NAY:

ABSTAIN:

ATTEST:

Joel Miller, Linn County Auditor

County of Linn, Iowa
Certificate of Self-Insurance

Contact Office:
Risk Management
935 2nd Street S.W.
Cedar Rapids, IA 52404-2100

Date: March 7, 2023

<i>Insured:</i> Linn County, its Elected Officials, Employees and Agents 935 2 nd Street S.W. Cedar Rapids, IA 52404-2100

<u>Type of Self-Insurance Coverage</u>

General Liability Auto Liability Workers Compensation

<u>Description of Operations/Locations:</u>
--

Early Care and Education Supportive Services intended to increase access to extended day and year high-quality Wraparound Care, for 3-5 year olds from eligible Linn County families.

<u>Program Description:</u>

This certificate is to confirm that Linn County is self-insured with regards to any and all general liability claims and all automobile claims, including comprehensive and collision. This self-insured status is not the result of a specific action by the Board of Supervisors, but results from Iowa law, which provides that political subdivisions are subject to liability for their torts and those of their officers and employees when acting within the scope of their duties (Iowa Code Chapter 670). Should a judgement creditor elect not to issue execution against a municipal corporation, a tax must be levied as early as practicable to pay the judgement (Iowa Code §§ 626.24, 670.10, and 627.18).

Certificate Holder

Linn County Early Childhood Iowa Board
1240 26th Avenue SW
Cedar Rapids, IA 52404

County of Linn

Louis Zumbach, Chairperson
Board of Supervisors

Date

**County of Linn, Iowa
Certificate of Self-Insurance**

Contact Office:
Risk Management
935 2nd Street S.W.
Cedar Rapids, IA 52404-2100

Date: March 7, 2023

<i>Insured:</i>	Linn County, its Elected Officials, Employees and Agents 935 2 nd Street S.W. Cedar Rapids, IA 52404-2100
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<u>Type of Self-Insurance Coverage</u>

General Liability Auto Liability Workers Compensation

<u>Description of Operations/Locations:</u>
--

Nurturing Parent Program – Long Term, intended to provide long term home visitation family support services to Linn County families with children under the age of six that meet eligibility criteria.
--

<u>Program Description:</u>

This certificate is to confirm that Linn County is self-insured with regards to any and all general liability claims and all automobile claims, including comprehensive and collision. This self-insured status is not the result of a specific action by the Board of Supervisors, but results from Iowa law, which provides that political subdivisions are subject to liability for their torts and those of their officers and employees when acting within the scope of their duties (Iowa Code Chapter 670). Should a judgement creditor elect not to issue execution against a municipal corporation, a tax must be levied as early as practicable to pay the judgement (Iowa Code §§ 626.24, 670.10, and 627.18).

Certificate Holder

Linn County Early Childhood Iowa Board
1240 26th Avenue SW
Cedar Rapids, IA 52404

County of Linn

Louis Zumbach , Chairperson
Board of Supervisors

Date

**County of Linn, Iowa
Certificate of Self-Insurance**

Contact Office:
Risk Management
935 2nd Street S.W.
Cedar Rapids, IA 52404-2100

Date: March 7, 2023

<i>Insured:</i> Linn County, its Elected Officials, Employees and Agents 935 2 nd Street S.W. Cedar Rapids, IA 52404-2100

<u>Type of Self-Insurance Coverage</u>

General Liability Auto Liability Workers Compensation

<u>Description of Operations/Locations:</u>
--

Nurturing Parent Program – Short Term, intended to provide short term home visitation family support services to Linn County families with children under the age of six that meet eligibility criteria.
--

<u>Program Description:</u>

This certificate is to confirm that Linn County is self-insured with regards to any and all general liability claims and all automobile claims, including comprehensive and collision. This self-insured status is not the result of a specific action by the Board of Supervisors, but results from Iowa law, which provides that political subdivisions are subject to liability for their torts and those of their officers and employees when acting within the scope of their duties (Iowa Code Chapter 670). Should a judgement creditor elect not to issue execution against a municipal corporation, a tax must be levied as early as practicable to pay the judgement (Iowa Code §§ 626.24, 670.10, and 627.18).

Certificate Holder

Linn County Early Childhood Iowa Board
1240 26th Avenue SW
Cedar Rapids, IA 52404

County of Linn

Louis Zumbach, Chairperson
Board of Supervisors

Date

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

LINN COUNTY ORDINANCE # _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, LINN COUNTY, IOWA
BY MODIFYING PROVISIONS IN CHAPTER 107, ARTICLE V RELATING TO TIMING OF
CONSTRUCTION OF AN ACCESSORY STRUCTURE PRIOR TO A PRINCIPAL STRUCTURE;
MODIFYING PROVISIONS IN CHAPTER 107, ARTICLE VI INCREASING THE ALLOWABLE SIZE OF
AN ACCESSORY DWELLING UNIT, AND ADDING A SOFTBALL FIELD USE TO STANDARDS FOR
RECREATION AND ENTERTAINMENT, OUTDOOR: BASEBALL FIELDS, SOCCER FIELDS, TENNIS
COURTS, BASEKETBALL COURTS, SKATEBOARD PARKS OR OTHER SIMILAR USES

BE IT ORDAINED by the Board of Supervisors, Linn County, Iowa as follows:

SECTION 1. SECTION MODIFIED. Chapter 107, Article V, Section 107-94 § (c)(6) is hereby amended to read as follows:

- (6) *Construction limited.* No accessory building shall be constructed prior to the application and payment for a building permit for the principal building, structure or use to which it is accessory without a recorded agreement between the county and the property owner. The single-family dwelling shall begin construction within 6 months of application for the single-family dwelling. An extension may be granted administratively upon demonstration of a practical difficulty by the applicant. If an extension is granted, an amended development agreement stipulating the terms of the extension shall be executed and recorded in the office of the county recorder.

SECTION 2. SECTION MODIFIED. Chapter 107, Article VI, Section 107-113 §(e)(4) is hereby amended to read as follows:

- (4) *Maximum size.* An accessory dwelling unit may not exceed 1200 square feet in floor area.

SECTION 3. SECTION MODIFIED. Chapter 107, Article VI, Section 107-115 §(kk) is hereby amended to read as follows:

(kk) *Recreation and entertainment, outdoor; baseball fields, softball fields, soccer fields, tennis courts, basketball courts, skateboard parks, or other similar uses shall meet the following standards:*

- (1) *Major site plan required.* A major site plan shall be submitted and reviewed prior to the approval of baseball fields, softball fields, soccer fields, tennis courts, basketball courts, skateboard parks, or other similar uses.
- (2) *Street access.* The site shall have access to a hard surfaced road of sufficient capacity to accommodate the traffic that the use will generate, with continuous hard surfaced connection to a county arterial, or state or federal highway.
- (3) *Parking.* Parking and loading shall meet the standards in section 107-93(e).
- (4) *Days and hours of operation.* Approval of baseball fields, softball fields, soccer fields, tennis courts, basketball courts, skateboard parks, or other similar uses shall specify the days and hours of operation.
- (5) *Noise impacts.* Noise impacts shall be considered and mitigated as part of the approval process.
- (6) *Lighting.* Any lighting used for outdoor illumination shall be installed to deflect light away from adjoining property and public streets. The sources of light shall be hooded or controlled so light does not shine upward nor illuminate adjoining property.

SECTION 4. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. 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 6. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 7. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

LINN COUNTY BOARD OF SUPERVISORS

Louis J. Zumbach, Chair

Ben Rogers, Vice Chair

Kirsten Running-Marquardt, Supervisor

ATTEST:

Joel D. Miller, Linn County Auditor

I, Linn County Auditor, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors.

Joel D. Miller, Linn County Auditor

STATE OF IOWA
COUNTY OF LINN

This instrument was acknowledged before me on the ____ day of _____, 2023, by Joel Miller as Linn County Auditor.

Notary Public, State of Iowa

Public hearing on the 20TH day of February, 2023.

First consideration on the 6TH day of March, 2023.

Second consideration on the 8TH day of March, 2023.

Third consideration and final passage on the 15TH day of March, 2023

Published in the Gazette on the 24TH day of February, 2023.