AGENDA
Wednesday, August 13, 2014
10:00 A.M.
Formal Board Room
Jean Oxley Public Service Center
935 Second Street SW, Cedar Rapids, Iowa

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT: 5 Minute Limit
This comment period is for the public to address topics on today’s agenda.

Consent Agenda
Authorize Vice Chair signature on Request for Approval of New Position for a part time clerk typist with Conservation.

REPORTS

RESOLUTIONS
Resolution approving Temporary Use Case TU-03-14, request by Karl Haible, property owner, and Palo Lions Club c/o Delmar Jellison, petitioner, to hold the Palo Fun Days Celebration on August 15, 2014 from 5 p.m. through 12 a.m., and on August 16, 2014 from 10 a.m. through 12 a.m. on property located at 812 Iowa Avenue, Palo, Iowa.
Resolution approving Bond Purchase Agreement with Robert W. Baird & Co.
Resolution approving JMS Racing to hold Pigman Sprint Triathlon on Sunday, August 17, 2014 beginning and ending in Pleasant Creek State Park and utilizing surrounding Linn County roads.
Resolution approving New Bo Run and Corridor Running to hold a half-marathon on August 31, 2014, beginning and ending in the New Bo area and utilizing Otis and Bertram Roads.
Resolution approving Blessed John XXIII Catholic Church to hold a 5K on October 11, 2104 near Fairfax utilizing 80th Street, Beverly Road, and Selzer Roads.

CONTRACTS AND AGREEMENTS
Authorize Vice Chair signature on Disorderly Conduct Diversion Program contract JUV-15-LS-6-002 between the Juvenile Court Services for the 6th Judicial District of Iowa, the Iowa Department of Human Services, and the Linn
County Board of Supervisors – LCCS Core Financial, effective August 15, 2014 through June 30, 2020 for an amount not to exceed $5,000 per year.

Authorize Vice Chair to sign *Linn County Kids Wraparound Program FY15 Provider Agreements* between Linn County and The ARC of East Central Iowa, Tanager Place, Grace C Mae Advocate Center, Horizons a Family Service Alliance, Keys to Living Counseling, Family Psychology Associates, Systems Unlimited, Inc.

Authorize Vice-Chair signature on Project Grant Agreement between IHSEMD and Linn County for Property Acquisition, Grant Agreement No. HMGP-DR-4T44-0005-01.

Award bid and authorize chairperson to sign contract documents for *rip rap* to be delivered to numerous bridges throughout district #2, to repair flood damage, to Moyna Materials in the amount of $37,570.00.

Award bid and authorize chairperson to sign contract documents for *LP Gas* to Fauser Energy in the amount of $62,100.00.

**LICENSES & PERMITS**

Approve Five (5) Day Beer Permit for the Palo Lions Club for Palo Fun Days commencing August 15, 2014, noting all fees have been paid.

**Regular Agenda**

**APPROVE CONSENT AGENDA**

**APPROVE MINUTES**

Ordinance Amendment on Third Consideration, approving case A-07-14, *Unified Development Code amendments*.

Approve and authorize Supervisor Linda Langston to sign *A Resolution Setting Forth the Linn County Board of Supervisors Intent to Accept Development Proposals and Sell Real Property Pursuant to a Development Agreement*.

Set date for public hearing to vacate the west 1/2 of College Street, the south half of 3rd Street and an alley located in section 34-82-7.

**REPORTS -- LIAISON ASSIGNMENTS & COMMITTEE MEETINGS**

**LEGISLATIVE UPDATE**

**APPROVE CLAIMS**

**PUBLIC COMMENT: 5 Minute Limit**

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

**CORRESPONDENCE**

**APPOINTMENTS**

**ADJOURNMENT**
REQUEST FOR APPROVAL OF NEW POSITION

POSITION INFORMATION:
□ ADDITION (NEW JOB CLASSIFICATION)  X ADDITION (EXISTING JOB CLASSIFICATION)

JOB TITLE/CLASSIFICATION: Clerk Typist   GRADE: 53

DEPARTMENT: Conservation   LOCATION: Wickiup Hill Learning Center

SHIFT/HOURS: Flexible/Varies — Approximately 16 hours per week   STARTING SALARY: $14.66

POSITION TYPE:
□ FULL-TIME  X PART-TIME  □ TEMPORARY  □ ON-CALL/SUBSTITUTE
X BARGAINING UNIT  □ NON-BARGAINING UNIT

FLSA STATUS: □ EXEMPT  □ SALARIED (OT ELIGIBLE)  X NON-EXEMPT (HOURLY)

POSITION DETAILS:
REASON TO ADD POSITION: Additional staffing needed to assist with increased work load

SUMMARIZE POSITION OBJECTIVE (ATTACH JOB DESCRIPTION): Answer phones, reception duties, typing, filing, data entry, serves as backup to take lodge, shelter and campground reservations

POSITION FUNDING SOURCE(S): Seasonal/temporary hours allocated in budget

FINANCE/BUDGET DIRECTOR COMMENTS:

HR DIRECTOR COMMENTS:

REQUESTED BY: ___________________________   DATE: 8/5/14
DEPARTMENT HEAD SIGNATURE

APPROVED BY: ___________________________   DATE: 8/5/14
HUMAN RESOURCES DIRECTOR

APPROVED BY: ___________________________   DATE: 8/6/14
FINANCE/BUDGET DIRECTOR

CHAIRPERSON, BOARD OF SUPERVISORS

For Human Resources Use Only  □ Internal bid  □ External hire
Date Advertised _________ Date Position Filled _________ Candidate Selected: _________
MEMO TO: DAN L. BIECHLER, EXECUTIVE DIRECTOR
FROM: DENNIS E. GOEMAAT, DEPUTY DIRECTOR

SUBJECT: RECEPTION/ADMINISTRATIVE SUPPORT NEEDS

The recent expansion at Wickiup Hill Learning Center has caused a significant increase in visitor traffic and exposure to the Conservation Department. Wickiup Hill Learning Center serves as both a high-profile education facility as well as the Conservation Department’s main office. This has resulted in increased educational programming as well as more phone calls. This increased activity is in addition to our ongoing administrative support needs.

The education staff has been serving as backups to answer incoming phone calls; however, the increased educational programming means that the staff who has served as backups for incoming phone calls are usually busy and not available for coverage. Absences by the regular reception person due to vacations or sick days further exacerbate this staffing issue.

The reception person plays a key role for the Conservation Department. When we do not have someone staffing the reception area, it is unclear to visitors where to go for assistance. Answering phones and greeting visitors are critical roles to a positive customer experience. The administrative offices are some distance from the reception area. Therefore, when a reception staff person is not present it is difficult for visitors to locate the administrative offices.

To address the current workload and address the staffing issue, I propose two solutions for consideration.

1) Advertise for a part-time reception person to assist with administrative support. Our busiest time is mid-May through mid-September. During this timeframe, I believe an additional person for two to three days per week will be adequate to address the needs. The hours needed per day could be adjusted to meet workloads. We could also adjust to have someone here more days per week, but fewer hours per day to meet the individual employee’s availability and schedule. At the start and end of the warm season, this administrative person may be needed one or two days per week. In the late fall, winter and early spring, coverage could be on an on-call basis to cover vacations and occasional extra support. I anticipate total annual hours needed to be approximately 700 or fewer at $14.66 per hour. Total cost is expected to be under $12,000 annually.

2) We should also consider implementing an auto attendant system on our phones. I have some hesitation about implementing this system from a customer service perspective; however, the efficiencies are obvious. Private businesses have implemented this approach extensively and people now are very used to the auto attendant approach. I think that the key is to limit the menu to no more than five or six options to keep it short and simple.
Possible menu options:
   a) Press #1 for reservations for park lodges, shelters, campsites or group campsites
   b) Press #2 to speak to an education staff person at Wickiup Hill Learning Center
   c) Press #3 for current campground information (cross-country ski information)
   d) Press #4 to speak to someone about public relations and community outreach
   e) Press #5 to speak to accounts payable/receivable
   f) Press #6 for all other questions.

RECOMMENDATION
Request Board of Supervisor approval to advertise for a new part-time position to assist with administrative support with costs paid from the annual seasonal hours allocation in the budget.

Dennis E. Goemaat
Deputy Director
RESOLUTION APPROVING A TEMPORARY USE

RESOLUTION # _______________________

WHEREAS, Karl Haible, owner; Palo Lions Club, petitioner, Case TU-03-14, has requested the Linn County Board of Supervisors’ permission to operate Fun Days at 812 Iowa Avenue, Palo, Iowa, located within the SW ¼ SW ¼ and the SE ¼ SW ¼ of 21-84-8.

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

1. The outdoor event will be held August 15th and 16th at 812 Iowa Avenue, Palo, Iowa,
2. Events will include: carnival, snowmobile drags, tractor pull, beer tent, stage for music, ticket booth, fireworks (Saturday night), and temporary construction trailer used as the security office and first aid station.
3. The outdoor event will be held between the hours of 5:00 PM and 12:00 AM on Friday night, August 15th and 10:00 AM and 12:00 AM on Saturday, August 16th.
4. The event will host approximately 3000 people over two days.
5. The applicant will provide parking signs, 12 regular and 2 handicapped portable toilets, and 2 hand washing stations in addition to the restrooms at the ball field.
6. Food and beer will be available. Appropriate licensing, permits and insurance are required by various departments.
7. The property is currently zoned AG-Agricultural and CNR- Critical Natural Resources, containing 38.82 acres, with approximately 21.4 acres of the two parcels to be used for the temporary use activity.
8. The subject parcel has a Rural Land Use Map designation of NMUSA (Non Metro Service Area) and CNRA (Critical Natural Resources Area).
9. Estimated number of vehicles for the two day event is 1500.
10. Parking for all vehicles will be provided on site. The applicant will provide 2 Linn County Sheriff deputies on Friday evening and 3 Linn County Sheriff deputies on Saturday and "runners" to direct traffic, and provide security.

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

AND WHEREAS, the temporary use application has been examined by the Linn County Board of Supervisors at a public meeting on August 11, 2014, all interested persons having been heard;

NOW THEREFORE, BE IT RESOLVED, that the Linn County Board of Supervisors approves the application, Case TU-03-14, subject to the following conditions:
LINN COUNTY PLANNING & DEVELOPMENT – Zoning Division

1. The Temporary Use may be reviewed at any time during the duration of the permit to ensure that all conditions have been or are being met.

2. The Palo Fun Days is approved for operation on Friday August 15th from 5:00 PM to 12:00 AM & Saturday August 16th from 10:00 AM to 12:00 AM.

3. Restroom facilities will be provided as portable units brought to the site. Restrooms are required to be available during the hours of operation.

4. Parking of all vehicles will be provided on site in accordance with the approved site plan.

5. $1,000,000 insurance coverage shall be provided for the event dates from each appropriate licensee.

6. Signage shall conform to Article 5, Section 10.

7. The owner and petitioner shall sign an “Acceptance of Conditions” form which provides assurance that all conditions will be met prior to the Board of Supervisors Resolution of Approval, and specifically agrees to hold Linn County harmless from any and all damages or claims for damages that might arise or accrue by reason of approval of the Temporary Use permit by the Linn County Board of Supervisors. Further, by signing the “Acceptance of Conditions” form, the petitioner shall agree to allow employees of the County reasonable access to the property for inspection and for submission of documents to verify any additional information.

8. A minimum of 3 parking attendants shall be provided to direct on-site event parking at all times during the event.

9. The applicant will provide 2 Linn County Sheriff deputies on Friday evening and 3 Linn County Sheriff deputies on Saturday and parking attendants to direct traffic and provide security.

10. A minimum of 2 people shall staff the ticket office.

LINN COUNTY PLANNING & DEVELOPMENT – Building Division

1. All electrical wiring shall be in compliance with the National Electrical Code. An electrical permit is required for both generators.

2. Accessible parking and access to the event site shall be provided.

3. A minimum of 12 portable toilets and two hand washing stations, with 2 being handicap accessible.

LINN COUNTY ENGINEERING

1. Access shall be from existing entrances within the city limits of Palo.

2. No parking is allowed on Blairs Ferry Road.

3. Signs shall be placed in the city limits or on private property.
IOWA DEPARTMENT OF TRANSPORTATION

1. No conditions to be met.

LINN COUNTY HEALTH DEPARTMENT

1. Obtain required temporary food licenses from Linn County Public Health Dept if selling food at the event.
2. RV wastewater must be properly disposed at a wastewater treatment facility or approved on-site septic system.

LINN COUNTY SHERIFF’S OFFICE

1. An after hours call list shall be supplied to the Linn County Sheriffs Office for emergency situations.
2. If a traffic problem would occur, contact shall be made to the Linn County Sheriffs Office to help alleviate the problem.
3. Traffic control is to be provided by the applicant during operation. Traffic shall be maintained on Blairs Ferry Road at all times.

LINN COUNTY EMERGENCY MANAGEMENT

1. A tone alert weather radio is required to be available on site and in use at any time the public is using the facility.
2. The applicant shall submit a Severe Weather Plan for approval by the Linn Co. Emergency Management Agency.

WHEREAS, failure to submit and/or comply with any of the conditions in a timely manner will revoke this Temporary Use Permit.

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

Passed and approved this 13th day of August, 2014.

Linn County Board of Supervisors

_________________________________
Chairperson

Aye:

_________________________________
Vice Chairperson

Nay:
Abstain: ________________________________________________________________

Absent:

______________________________ Supervisor

______________________________ Supervisor

______________________________ Supervisor

Attest:

_____________________________________________________
Joel Miller, Linn County Auditor

State of Iowa )
 ) SS
County of Linn )

I, Joel Miller, County Auditor of Linn County, Iowa, hereby certify that at a regular meeting of the said Board of Supervisors the foregoing resolution was duly adopted by a vote of:

____ Aye ____ Nay ___ Abstain and ____ Absent from voting.

_____________________________________________________
Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, on this 13th day of August, 2014.

_____________________________________________________
Notary Public State of Iowa
The Board of Supervisors of Linn County, Iowa, met on August 13, 2014, at ________ a.m., at the Linn County Jean Oxley Public Service Center, Cedar Rapids, Iowa.

The meeting was called to order by the Chairperson, and the roll being called, the following named Supervisors were present and absent:

Present: ____________________________________________________________.

Absent: ____________________________________________________________.

It was reported that the County had received a proposal from Robert W. Baird & Co., for the purchase of the County’s General Obligation County Building Bonds, Series 2014A in the principal amount of $1,750,000.

Supervisor ____________ introduced the following resolution and moved its adoption, seconded by Supervisor _____________. After due consideration and discussion, the Chairperson put the question upon the adoption of said resolution, and the roll being called, the following Supervisor voted:

Ayes: _____________________________________________________________

Nays: _____________________________________________________________.

Whereupon, the Chairperson declared the resolution duly adopted, as follows:
RESOLUTION NO. _____

Resolution approving Bond Purchase Agreement

WHEREAS, the Board of Supervisors of Linn County, Iowa (the “County”), has heretofore proposed to enter into a loan agreement (the “Morgan Creek Park Loan Agreement”) in a principal amount not to exceed $900,000, pursuant to the provisions of Section 331.402 of the Code of Iowa, for the purpose of paying the cost, to that extent, of financing the construction, furnishing and equipping of a park maintenance shop in Morgan Creek Park, and has published notice of the proposed action and has held a hearing thereon on July 16, 2014; and

WHEREAS, the Board of Supervisors of the County has also proposed to enter into a loan agreement (the “Pinicon Ridge Park Loan Agreement”) in a principal amount not to exceed $900,000, pursuant to the provisions of Section 331.402 of the Code of Iowa, for the purpose of paying the cost, to that extent, of financing the construction, furnishing and equipping of a park maintenance shop in Pinicon Ridge Park, and has published notice of the proposed action and has held a hearing thereon on July 16, 2014; and

WHEREAS, the Board of Supervisors has combined the Morgan Creek Park Loan Agreement and the Pinicon Ridge Park Loan Agreement into one loan agreement and has determined to issue General Obligation County Building Bonds in the principal amount of $1,750,000 (the “Bonds”); and

WHEREAS, a certain bond purchase agreement (the “Bond Purchase Agreement”) has been prepared setting forth the terms of the Bonds and the understanding between the County and Robert W. Baird & Co., (the “Underwriter”), and it is now necessary to make provision for the approval of the Bond Purchase Agreement;

NOW, THEREFORE, Be It Resolved by the Board of Supervisors of Linn County, Iowa, as follows:

Section 1. The Bond Purchase Agreement is hereby approved in substantially the form as presented to this Board. The Chairperson and County Auditor are hereby authorized and directed to execute and deliver the Bond Purchase Agreement to the Underwriter.

Section 2. All resolutions and orders or parts thereof in conflict with the provisions of this resolution, to the extent of such conflict, are hereby repealed.

Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.
Passed and approved August 13, 2014.

Chairperson, Board of Supervisors

Attest:

County Auditor

On motion and vote, the meeting adjourned.

Chairperson, Board of Supervisors

Attest:

County Auditor
STATE OF IOWA

SS:

LINN COUNTY

I, the undersigned, County Auditor of Linn County, do hereby certify that attached hereto is a true and correct copy of the proceedings of the Board relating to the approval of a bond purchase agreement, as referred to herein.

WITNESS MY HAND this _____ day of ________________, 2014.

___________________________________________

County Auditor
August 8, 2014

Steve Tucker  
Linn County Finance Director  
Linn County Jean Oxley Public Service Center  
935 Second Street, S.W.  
Cedar Rapids, Iowa  52404-2100

Re: General Obligation Refunding Bonds, Series 2014A  
Our File No. 634201-22

Dear Steve:

Based on information provided by Paul Donna, I have prepared and enclose the necessary proceedings related to approving a bond purchase agreement with Robert W. Baird & Co. at the Board of Supervisors’ meeting on August 13.

The proceedings enclosed include the following items:

1. Resolution approving the Bond Purchase Agreement
2. Certificate attesting transcript.

As these proceedings are completed, please return one fully executed copy to our office.

If you have any questions, please contact me.

Very truly yours,

Robert E. Josten

Enclosures

cc by email: Becky Shoop  
Jan Every  
Paul Donna/Maggie Burger
RESOLUTION #________________________

WHEREAS, John Snitko, Race Director for JMS Racing Services, has requested permission to use McClintock Road, Lewis Bottom Road, Palo Marsh Road, and crossing over Blairs Ferry Road into Palo and Shellsburg Road (E36) for the purpose of conducting the Iowa’s Pigman Sprint Triathlon on Sunday, August 17, 2014,

WHEREAS, the Linn County Engineer’s Department, Linn County Sheriff’s Office, and the Risk Management Department have recommended approval of this request,

NOW, THEREFORE, BE IT 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 Triathlon will provide ten (10) uniformed deputies each with patrol vehicles, for traffic control, as follows: one deputy at the entrance to Pleasant Creek Park (corner of Palo Marsh and McClintock Road), two deputies at 4 way intersection of Blairs Ferry and Palo Marshall Road*, one deputy at corner of Blairs Ferry and Shellsburg Road*, one deputy at Shellsburg Road/W26 (T Intersection), one deputy at top of the hill after the turn to Bloomsbury (69th Ave) and before the Schanbacher farm at 6975 (this deputy can move to #6 once bikers are through this turnaround), one deputy at 28th Avenue/71st Street (4 way by Atkins), one deputy at Railroad/1st Ave (W14) in Newhall (4 way) and one deputy at 27th Avenue & 70th Street/Highway 199 at Y Intersection (mostly for coming back as cars do not stop when driving south. The applicant will contact the Linn County Sheriff’s Office Extra-Duty Scheduling personnel at 892-6176 to schedule these deputies.

2. The personnel sponsoring the Triathlon will advise the participants to obey all traffic regulations as required by the Linn County Sheriff’s Office and the Linn County Engineer.

3. The personnel sponsoring the Triathlon will oversee the proper conduct of the event.

4. That the applicant will have each participant sign a participant’s release which has Linn County named on the release.

5. That the applicant agrees to save Linn County and it’s employees harmless from all liability and has a liability insurance policy in limits satisfactory to the Board of Supervisors.

Dated at Cedar Rapids, Linn County, Iowa, this ______ day of __________________, 2014.

LINN COUNTY BOARD OF SUPERVISORS

_______________________________
Chairperson

_____________________________
Supervisor

_____________________________
Supervisor

_____________________________
Supervisor

_____________________________
ATTEST:

JOEL MILLER, Linn County Auditor
WHEREAS, Bret Niles of the New Bo Fest Half Marathon, sponsored by New Bohemia Group & Corridor Running, has requested permission to hold a Half Marathon on Sunday, August 31, 2014, using Otis Road and Bertram Road,

WHEREAS, the Linn County Engineer’s Department, Linn County Sheriff’s Office and the Linn County Risk Management Department have recommended approval of this request,

NOW, THEREFORE, BE IT 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 Half Marathon will provide four (4) Law Enforcement Officers, each with a patrol car, for traffic control at the intersection of Otis Road and 44th Street SE, Otis Road and Bertram Road SE, Bertram Road and Berry Road SE and Bertram Road and Wilder Road SE as required by the Sheriff’s Office. The applicant will contact Sgt. Humphrey, scheduling supervisor, at 892-6176 for hourly rates. Rates will increase if not arranged within 72 hours of event.

2. The personnel sponsoring the Half Marathon will advise the participants to obey all traffic regulations as required by the Linn County Sheriff’s Office and the Linn County Engineer.

3. That the applicant will have each participant sign a participant’s release which has Linn County named on the release.

4. That the applicant agrees to save Linn County and it’s employees harmless from all liability and has a liability insurance policy in limits satisfactory to the Board of Supervisors.

5. The personnel sponsoring the Half Marathon will oversee the proper conduct of the event.

Dated at Cedar Rapids, Linn County, Iowa, this _______ day of ____________, 2014.

LINN COUNTY BOARD OF SUPERVISORS

Chairperson

Supervisor

Supervisor

Supervisor

ATTEST:

JOEL MILLER, Linn County Auditor
WHEREAS, Darcy Erhmann, Event Coordinator for Blessed John XXIII Catholic Church, has requested permission to use 80th Street SW, Beverly Road and Selzer Road for the purpose of conducting the Inaugural Blessed John XXIII 5K Race on Saturday, October 11, 2014,

WHEREAS, the Linn County Engineer’s Department, Linn County Sheriff’s Office, and the Risk Management Department have recommended approval of this request,

NOW, THEREFORE, BE IT 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 Race will provide three (3) uniformed deputies each with patrol vehicles, for traffic control, as follows: one deputy at the start of the race at 80th Street, one deputy at the corner of 80th Street and Beverly Road, one deputy at the corner of Beverly Road and Selzer Drive. The applicant will contact the Linn County Sheriff’s Office Extra-Duty Scheduling personnel at 892-6176 or 892-6192 to schedule these officers.

2. The personnel sponsoring the Race will advise the participants to obey all traffic regulations as required by the Linn County Sheriff’s Office and the Linn County Engineer.

3. The personnel sponsoring the Race will oversee the proper conduct of the event.

4. That the applicant will have each participant sign a participant’s release which has Linn County named on the release.

5. That the applicant agrees to save Linn County and it’s employees harmless from all liability and has a liability insurance policy in limits satisfactory to the Board of Supervisors.

Dated at Cedar Rapids, Linn County, Iowa, this ______ day of __________________, 2014.

LINN COUNTY BOARD OF SUPERVISORS

Chairperson

Supervisor

Supervisor

Supervisor

ATTEST:

JOEL MILLER, Linn County Auditor
Disorderly Conduct Diversion Program

This contract for Disorderly Conduct Diversion Program is effective August 15, 2014, and is between the Juvenile Court Services for the 6th Judicial District of Iowa, the Iowa Department of Human Services, and Linn County Board of Supervisors - LCCS Core Financial. The parties agree as follows:

1. Parties.
   1.1 The Juvenile Court Services for the 6th Judicial District of Iowa (JCS) is authorized to enter into this contract. JCS’s address is 211 8th Avenue SW, Cedar Rapids, Iowa 52404-2132.
   1.2 The Iowa Department of Human Services (DHS) is responsible for funding of The DHS’s address is 1305 E. Walnut, Des Moines, Iowa 50319-0114.
   1.3 Linn County Board of Supervisors - LCCS Core Financial (Contractor) is an intergovernmental agency. Contractor’s address is 1240 26th Avenue Court SW, Cedar Rapids, Iowa 52404-3402.
   1.4 None of the parties are business associates under the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

2. Purpose. JCS and the DHS have retained Contractor to provide a life skills diversion program to assist youth in achieving positive self-improvement, accountability, and judgment that will enhance community safety. Contractor must comply with 441 Iowa Administrative Code Chapter 151 when providing the services under this contract.

3. Intergovernmental agreement and filing. This is an intergovernmental agreement and JCS and the DHS are not required to use competitive selection before entering into this contract with the Contractor.

   4.1 Contractor will provide a life skills diversion program as set forth in Exhibit A.
   4.2 Contractor effectiveness will be measured against performance measures as set forth in Exhibit A.
   4.3 If Contractor fails to meet deliverables, performance measures criteria, or monitoring activities, JCS or the DHS or both JCS and the DHS may withhold payments as provided in Section 5.4.
   4.4 Notice to Contractor about outcomes. NOTE: Each JCS District will establish its own criteria for data collection.

The Contractor shall collect data and report to JCS, regarding the outcome of each child served. This data is intended for use by all parties of the contract to modify the baseline and to make long-term decisions regarding service provision and contracting.

4.4.1 At least quarterly the Contractor shall report to JCS:
   1) Incidents of criminal behavior.
   2) Attendance.
   3) Number of face to face contacts.
   4) Number of phone contacts.
   5) Total number of hours spent face to face with the child.

4.4.2 Within 30 days of each child’s discharge, the Contractor shall report to JCS a summary of discharge using a JCS approved format.
5. Payment Methodology.

5.1 Maximum amounts.

5.1.1 The DHS will pay in accordance with the payment terms outlined in this section and Contractor's completion of the Scope of Work (Deliverables, Performance Measures, and Monitoring Activities) as set forth in Section 4. Contract funding maximums may be amended at the discretion of DHS or JCS based on available funding or other circumstances explained in this contract or through amendments. Continued payment for contract extension years is contingent upon extension of the contract.

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5.1.2 A) The DHS will pay Contractor at the rates set forth below for services provided under this contract.

1) First year of contract:
   (i) $40.00 per billable Life Skills Diversion Treatment unit.
   (ii) A billable unit is defined as one hour of work. This unit shall include mileage.

2) JCS and the DHS will not pay Contractor for services provided in excess of these limits. JCS and the DHS will establish maximum monthly and yearly payment limits for subsequent years of the contract by contract amendments.

3) This section does not guarantee Contractor a specific rate of utilization under this contract.

5.2 Monthly billings. Contractor must submit, on a monthly basis, an invoice to JCS for services rendered under this contract. Invoices and all required supporting documentation must comply with all applicable rules concerning payment of such claims. By submitting an invoice, Contractor represents to JCS that the services being billed are within Section 4. The Contractor must submit the payment voucher and supporting documentation to the JCS's Accountant/Auditor who will verify the billing for accuracy, approve or deny in part, the billing, and submit the billing to the DHS's Division of Fiscal Management, Bureau of Payments, Purchasing, and Payroll. Unless a longer timeframe is provided by federal law, and absent of the express written consent of the JCS or DHS, all invoices shall be submitted within six months from the last day of the month in which the services were rendered. All adjustments made to Invoices shall be submitted to the DHS within ninety (90) days from the date of the Invoice being adjusted. Invoices shall comply with all applicable rules concerning payment of such claims.

5.3 Submission of Invoices at the End of State Fiscal Year. Notwithstanding the timeframes above, and absent longer timeframes established in federal law or the
express written consent of the JCS or DHS, the Contractor shall submit all
Invoices to the JCS for payment by August 1st for all services performed in the
preceding state fiscal year (the State fiscal year ends June 30).

5.4 Payment of invoices. After reviewing the invoice and considering approval of
the claim by JCS, the DHS will pay the approved amount in arrears, less any
authorized withholdings under Section 5.4 as required by Iowa Code Section
8A.514 (2005) and 11 Iowa Administrative Code Chapter 42. In addition, JCS
will not approve and the DHS will not pay any invoice that would exceed the
monthly or yearly maximum established in Section 5.1 and 5.2. The DHS may
pay an invoice in less than 60 days without waiving Iowa Code Section 8A.514
(2005). The DHS will not pay Invoices that are not considered timely as defined
in Section 5.2. If the Contractor wishes for untimely Invoice(s) to be considered
for payment, the Contractor may submit the Invoice(s) in accordance with
instructions for the Long Appeal Board Process to the State Appeal Board for
consideration. Instructions for this process may be found at:
http://www.dom.state.ia.us/appeals/general_claims.html.

5.5 Withholding of payments. Consistent with this contract and at JCS’s and the
DHS’s sole discretion, the DHS may withhold all or a portion of the payment of
each invoice due to Contractor’s failure to comply with performance requirements
and performance criteria established by this contract. The DHS may withhold:
1) 10% of the invoice for unacceptable work; or
2) Up to the full amount of the invoice for work the Contractor has failed to
perform.

5.6 Federal Funds. RESERVED.

6. Term.

6.1 Initial term. The initial term of this contract is from August 15, 2014, to June 30,
2015, unless the contract is terminated earlier in accordance with this contract.

6.2 Renewal terms. JCS and the DHS may, in their sole discretion, renew this
contract for 5 additional one-year terms. To exercise this option, the DHS must
give written notice to the Contractor at least 60 days before the expiration of the
initial term or any renewal term.

7. Data privacy.

7.1 While performing its obligations under this contract, Contractor’s employees and
agents may have access to private or confidential data maintained by JCS and the
DHS. Contractor must designate one individual who will act as the responsible
authority in charge of all data collected, used, or disseminated by Contractor in
connection with the performance of this contract. Absent a contrary designation,
Contractor’s project manager, designated pursuant to Section 11, will also be the
individual designated by Contractor to ensure compliance with the data privacy
requirements imposed by this section. Contractor must supervise and train its
agents and employees to ensure compliance with the confidentiality requirement
of this contract. All private or confidential data will remain the property of JCS
and the DHS.

7.2 Contractor must not disseminate any private or confidential data collected,
maintained, or used in the course of the performance of this contract, except as
authorized by statute. Any data supplied to or created by Contractor is the
property of the JCS and the DHS. Contractor must return all data collected,
maintained, created, or used in the course of the performance of the contract in whatever form it is maintained promptly at the request of JCS or the DHS. Contractor must indemnify JCS and the DHS in conformance with Section 10 for a violation of this section.

7.3 **Subpoena.** If Contractor is served with a subpoena or other legal process for records containing confidential information, Contractor must notify JCS and the DHS and cooperate with JCS and the DHS in any lawful effort to protect the disclosure of confidential information.

7.4 **Reporting unauthorized disclosure.** Contractor must immediately report to JCS and the DHS any unauthorized disclosure of confidential information.

7.5 **Survives termination.** Contractor’s obligations under this section survive the termination of this contract.

8. **Control of staff.**

8.1 All staff provided by Contractor under this contract will at all times be under the direct control and supervision of Contractor even while its staff is performing work under this contract.

8.2 Contractor is solely responsible for selecting, hiring, disciplining, firing, and compensating its staff. If JCS or the DHS believes that any of Contractor’s staff fails to perform duties in a manner that is consistent with this contract, JCS or the DHS will notify the Contractor. Contractor will then take such action as to investigate and, if appropriate, discipline, or reassign the staff. Neither JCS nor the DHS has any authority to discipline or reassign Contractor’s staff, except that JCS and the DHS have the authority to demand that a particular staff member not be assigned to provide services under this contract.

8.3 **Insurance, benefits, and compensation.** Contractor will provide for and pay all employment costs of the staff including, but not limited to, workers’ compensation, unemployment insurance, health insurance, and other benefits and compensation, and will make and remit all payroll withholdings with respect to the staff, all as required by law. JCS and the DHS will have no liability whatsoever for all such employment costs to or for the benefit of the staff. Contractor must provide JCS and the DHS with evidence of the payment of such benefits upon request.

8.4 **Independent contractor.** Contractor is an independent contractor. JCS and the DHS are not required by this contract to provide the Contractor any office space, support staff, equipment, tools, or supervision beyond the term of this contract. Contractor and its staff are ineligible for any State of Iowa employee benefits, including but not limited to, retirement benefits, insurance coverage, and the like. Contractor and its staff are not employees of the State of Iowa, JCS, or the DHS for federal or state tax purposes. JCS and the DHS will not withhold taxes on behalf of Contractor, unless required to do so by law. Contractor is solely responsible for payment of all taxes in connection with any income earned from performing this contract.

9. **Termination.**

9.1 **Immediate termination by JCS or the DHS.** JCS or the DHS may immediately terminate this contract when one or more of the following events occur:

9.1.1 JCS or the DHS determines that Contractor’s acts or omissions have caused, or reasonably could cause, a client’s life, health, or safety to be jeopardized.
9.1.2 Contractor fails to comply with any provision of this contract that provides for immediate termination.

9.1.3 JCS or the DHS determines that Contractor made a statement, representation, warranty, or certification that is materially false, deceptive, incorrect, or incomplete.

9.2 **Termination on notice by JCS or the DHS.** Following 30 days' written notice, JCS or the DHS may terminate this contract in whole or in part for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination upon notice, JCS and the DHS will pay Contractor, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination.

9.3 **Termination for cause by JCS or the DHS.** JCS or the DHS may declare Contractor to be in default of its obligations under this contract when any of the following events occurs:

9.3.1 Contractor fails to observe and perform any covenant, condition or obligation created by the contract;

9.3.2 Contractor fails to make substantial and timely progress toward performance of the contract;

9.3.3 Contractor’s work product and services fail to conform with the requirements of this contract; or

9.3.4 Contractor’s work product or services infringe on any patent, trademark, copyright, trade dress or any other intellectual property right.

9.4 **Notice of default.** If there is a default event that Contractor can cure, JCS or the DHS must provide written notice to Contractor requesting that the breach or noncompliance be immediately remedied. If the breach or noncompliance continues 10 days beyond the date of the written notice, JCS or the DHS may:

9.4.1 Immediately terminate the contract without additional written notice; or

9.4.2 Enforce the terms and conditions of the contract and seek any legal or equitable remedies.

In either event, JCS or the DHS may seek damages and payment of reasonable attorney fees and costs due to the breach or failure to comply with the terms of the contract.

9.5 **Termination for cause by Contractor.** Contractor may declare JCS or the DHS in default of their obligations under this contract when any of the following events occurs:

9.5.1 JCS or the DHS fails to observe and perform any covenant, condition or obligation created by the contract; or

9.5.2 JCS or the DHS fails to make timely payment in conformance with Iowa Code Section 8A.514 (2005) for the work performed under this contract.

9.6 **Notice of default.** If there is a default event that JCS or the DHS can cure, Contractor must provide written notice to JCS or the DHS requesting that the breach or noncompliance be immediately remedied. If the breach or noncompliance continues 10 days beyond the date of the written notice, Contractor may:

9.6.1 Immediately terminate the contract without additional written notice; or

9.6.2 Enforce the terms and conditions of the contract and seek any legal or equitable remedies.
In either event, Contractor may seek damages and payment of reasonable attorney fees and costs due to the breach or failure to comply with the terms of the contract.

9.7 Termination by JCS or the DHS due to lack of funds or change in law. Notwithstanding anything in this contract to the contrary, and subject to the limitations, conditions set forth below, JCS or the DHS shall have the right to terminate this contract without penalty and without any advance notice as a result of the following:

9.7.1 The legislature or governor fail in the sole opinion of JCS or the DHS to appropriate funds sufficient to allow JCS or the DHS to operate as required and to fulfill its obligations under this contract; or

9.7.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the JCS or the DHS to make any payment hereunder are insufficient or unavailable for any other reason as determined by JCS or the DHS in its sole discretion; or

9.7.3 If JCS’s or the DHS’s authorization to conduct its business or engage in activities or operations related to the subject matter of this contract is withdrawn or materially altered or modified; or

9.7.4 If JCS’s or the DHS’s duties, programs or responsibilities are modified or materially altered; or

9.7.5 If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects JCS’s or the DHS’s ability to fulfill any of its obligations under this contract.

JCS or the DHS shall provide the Contractor with written notice of termination pursuant to this section.

9.8 Contractor’s remedies if JCS or the DHS terminates the contract due to lack of funds or change in law. If JCS or the DHS terminates this contract due to lack of funds or change in law as provided above, Contractor’s exclusive, sole, and complete remedy is the payment for services completed prior to and including the date of termination.

9.9 Contractor's duties on termination. When the Contractor receives JCS’s or the DHS’s notice of termination for any reason allowed under this contract, the Contractor must:

9.9.1 Cease all work under this contract except any work that JCS or the DHS directs Contractor to perform;

9.9.2 Comply with JCS’s or the DHS’s instructions for the timely transfer of any active files and related work product; and

9.9.3 Cooperate in good faith with JCS and the DHS during the transition period between the notification of termination and the substitution of any replacement contractor.

9.10 Delay or impossibility of performance. Contractor will not be in default under this contract if its performance is delayed or made impossible by an act of God, flood, fire, or similar events. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of Contractor. If the delay results from a subcontractor’s conduct, negligence or failure to perform
Contractor will not be excused from compliance with the terms and obligations of this contract.

9.11 **Set off.** Should JCS or the DHS obtain a money judgment against Contractor because of a default under this contract, Contractor consents to such judgment being set off from moneys owed Contractor by the State of Iowa or any other agency of the State of Iowa under any other contract.

10. **Indemnification.**

10.1 **Contractor’s indemnification of JCS and the DHS.**

10.1.1 Contractor must indemnify and hold the State of Iowa, JCS, and the DHS harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney’s fees of the Attorney General’s Office, and the costs and expenses and attorney fees of other counsel required to defend the State of Iowa, JCS, or the DHS, related to or arising from:

1) Any violation of this contract;
2) Any negligent acts or omissions of Contractor;
3) Contractor’s performance or attempted performance of this Contract;
4) Contractor’s failure to comply with all local, state and federal laws and regulations;
5) Contractor’s failure to make all reports, payments and withholdings required by Federal and State law with respect to social security, employee income and other taxes, fees or costs required by Contractor to conduct business in the State of Iowa; or
6) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right.

10.2 **JCS’s and the DHS’s indemnification of Contractor.** To the extent allowed by Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, JCS and the DHS must indemnify Contractor and hold Contractor harmless against any and all losses, costs, damages, expenses, claims, demands, causes of action, judgments and settlements arising out of JCS’s or the DHS’s negligence or wrongful acts or omissions in the performance of this contract. Contractor will remain responsible for all damages to persons or property that occurs due to Contractor’s fault, negligence, gross negligence, bad faith, fraud or other wrongful acts in the performance of this contract.

10.3 **Survives termination.** All indemnification obligations imposed by this section survive the termination of this contract.

11. **Project management and reporting.**

11.1 **Project managers.** At the time of execution of this contract, each party will designate, in writing, a project manager to serve until the expiration of this contract or the designation of a substitute project manager. During the term of this contract, each project manager must be available to meet, as otherwise mutually agreed, as required to plan the services being provided under this contract.

11.2 **Review meetings.** The JCS and Contractor project managers will meet quarterly to discuss Contractor’s performance. Meetings may be held by phone conference. The Contractor will provide a status report, as desired by the JCS project manager, listing any problems or concerns encountered since the last meeting and
remedies. Each party will maintain records of such reports and other communications issued in writing during the course of this contract.

11.3 **Reports.** At the next scheduled meeting after which any party has identified in writing a problem, the party responsible for resolving the problem must provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. For as long as a problem remains outstanding, written reports must identify:

11.3.1 Any event not within the control of Contractor, JCS, or the DHS that accounts for the problem;

11.3.2 Any damages incurred as a result of any party’s failure to perform its obligations under this contract; and

11.3.3 Any request or demand for services by one party that another party believes is not included within the terms of this contract.

11.4 **Project problem reporting requirements.** A party’s acceptance of a problem report does not relieve any party of any obligation imposed by this contract. A party’s failure to identify a problem does not waive performance of any obligation imposed under this contract. Where other provisions of this contract require notification of an event in writing, the written report constitutes valid notice.

12. **Fiscal procedures.**

12.1 **Contractor’s accounting system.** Contractor must have an accounting system adequate to effect compliance with the terms of this contract.

12.2 **Audit exceptions.** If an authorized federal or state audit takes exception to the services provided under this contract for which federal or state reimbursement has been paid, Contractor must refund the reimbursement if the audit exception is due solely to the Contractor’s error or if an overpayment is discovered. If the audit exception is due solely to the DHS’s error, the DHS is responsible for the reimbursement. If the audit exception is a joint responsibility, the parties will work together to achieve an equitable resolution.

12.3 **Certified audit report.** RESERVED.

13. **Contract administration.**

13.1 **Contractor’s compliance with laws and regulations.** Contractor must comply with all applicable federal, state and local laws, rules, ordinances, regulations and orders when performing the services under this contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers.

Contractor declares that it has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this contract.

13.2 **Review of JCS, or DHS action.** A Contractor, who is adversely affected by a JCS or DHS decision, may request a review of the decision. A review request may cause the action to be stopped pending the outcome of the review, except in cases where it can be documented that to do so would be detrimental to the health and welfare of clients. The procedure for review has specific steps and timetables that the parties will follow. These procedures are:
13.2.1 Contractor must send a written request for review to the JCS project manager responsible for the contract within 10 days of receipt of the decision in question. The request must document the specific area in question and the remedy desired. The JCS project manager will provide a written response within 10 days.

13.2.2 If the Contractor is dissatisfied with the JCS project manager's response, Contractor will submit to the Chief Juvenile Court Officer within 10 days:
1) The original request.
2) The response received.
3) Any additional information desired.

13.2.3 The Chief Juvenile Court Officer will study the concerns and the action taken and render a decision in writing within 14 days. There may be a meeting to clarify the situation.

13.3 Restrictions on use of funds.
13.3.1 Lobbying efforts. Contractor represents that no federal appropriated funds have been paid or will be paid on behalf of the DHS or Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with this contract, Contractor must complete and submit a Standard Form LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

13.3.2 Unionization. Contractor represents that no funds received or expended will be used in any way to promote or oppose unionization.

13.4 Tobacco smoke prohibited.
13.4.1 Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law also applies to children’s services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children’s services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service contractors whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation or the
imposition of an administrative compliance order on the responsible party or both.

13.4.2 Contractor certifies that it and its subcontractors will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

13.5 **Drug free workplace.** Contractor must provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations.

13.6 **Amendments.** Amendments shall be executed on a form approved by JCS and the DHS that expressly states the intent of the parties to amend this contract.

13.7 **Third party beneficiaries.** There are no third party beneficiaries of this contract. This contract benefits only JCS, the DHS, and the Contractor.

13.8 **Choice of law and forum.** This contract is governed by and must be interpreted under Iowa law, without regard to its choice-of-law provisions. Any litigation arising out of or related to this contract must be brought in Cedar Rapids, Iowa, Linn County District Court for the State of Iowa.

13.9 **Assignment and delegation.** No party may assign, transfer, or convey in whole or in part this contract without the prior written consent of the other parties. For purposes of this clause, a transfer of a controlling interest in Contractor is an assignment.

13.10 **Express warranties.** Contractor expressly warrants, within the standards of care used within the industry, all aspects of the services provided or used by it in the performance of this contract. Contractor further expressly warrants that Contractor and its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (b) have not within a three year period preceding the effective date of this contract been convicted of, or had a civil judgment rendered against them for commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in (b); and (d) have not within a three year period preceding the effective date of this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

13.11 **Integration.** This contract represents the entire agreement between the parties and none of the parties are relying on any representation that may have been made that is not included in this contract.

13.12 **Headings or captions.** The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.

13.13 **Not a joint venture.** Nothing in this contract creates the relationship of a partnership, joint venture, or other association of any kind, or agent and principal relationship between the parties. Each party is an independent contractor to the other contracting for services and acting toward the mutual benefits derived from
this contract. No party, unless otherwise specifically authorized in this contract, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or be binding upon another party to this contract.

13.14 **Obligations beyond the term of this contract.** This contract will remain in full force and effect to the end of the specified term or until terminated or cancelled under this contract. All obligations of the parties incurred or existing under this contract as of the date of expiration, termination, or cancellation will survive the termination or conclusion of this contract.

13.15 **Supersedes former agreements.** This contract supersedes all prior contracts between JCS, the DHS, and Contractor for the services provided in connection with this contract.

13.16 **Waiver.** No waiver of any term of this contract constitutes a waiver of any other provision, whether similar or dissimilar. No waiver of any term constitutes a continuing waiver of that term. No waiver is binding unless signed in writing by the waiving party.

13.17 **Notices.** Notices under this contract must be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice under this contract is the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid or by recognized overnight delivery service, such as Federal Express or UPS. Failure to accept "receipt" constitutes delivery. Changes to the individuals named below may be made with a written statement to all parties and does not require an amendment to this agreement.

If to JCS: 6th Judicial District of Iowa
Attention: Candice L. Bennett, Chief Juvenile Court Officer
211 8th Ave. SW
Cedar Rapids, Iowa 52404-2132

If to DHS: Iowa Department of Human Services
Attention: Wendy Rickman, Administrator
Division of BDPSFAC
1305 E. Walnut
Des Moines, Iowa 50319-0114

If to Contractor: Linn County Board of Supervisors - LCCS Core Financial
Attention: Board Chair
1240 26th Avenue Court SW
Cedar Rapids, Iowa 52404-3402

13.18 **Cumulative rights.** The various rights, powers, options, elections and remedies of any party provided in this contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which either
party may be entitled as long as any default remains in any way un-remedied, unsatisfied, or un-discharged.

13.19 **Severability.** If a court of competent jurisdiction determines that any provision of this contract is invalid or unenforceable, such a determination will not affect the validity or enforceability of any other part or provision of this contract.

13.20 **Time is of the essence.** Time is of the essence with respect to the performance of the terms of this contract.

13.21 **Authorization.** Each party to this contract represents to the other parties that:

13.21.1 It has the right, power, and authority to enter into and perform its obligations under this contract.

13.21.2 It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery, and performance of this contract and this contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

13.22 **Successors in interest.** This contract binds and inures to the benefit of all parties and their successors, assigns, and legal representatives.

13.23 **Record retention and access.** Contractor must maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to JCS and the DHS throughout the term of this contract for a period of at least 7 years following the date of final payment or completion of any required audit, whichever is later. Contractor must permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of Contractor relating to orders, invoices, or payments or any other documentation or materials pertaining to this contract. Contractor must not impose a charge for audit or examination of Contractor’s books and records.

13.24 **Additional provisions.** The parties agree that if an Addendum, Rider or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

13.25 **Further assurances and corrective instruments.** The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this contract.
14. Contract Execution. In consideration of the mutual covenants in this contract and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this contract and have caused their duly authorized representatives to execute this contract.

<table>
<thead>
<tr>
<th>Juvenile Court Services, 6th Judicial District of Iowa</th>
<th>Iowa Department of Human Services</th>
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<tbody>
<tr>
<td>Signature of Authorized Representative:</td>
<td>Date:</td>
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<tr>
<td>[Signature]</td>
<td>[Date: 7-28-14]</td>
</tr>
<tr>
<td>Printed Name: Candice L. Bennett, Chief Juvenile Court Officer</td>
<td>Printed Name: Wendy Rickman, LISW, Division Administrator</td>
</tr>
</tbody>
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<thead>
<tr>
<th>Approved as to legal form and content:</th>
<th>Linn County Board of Supervisors - LCCS Core Financial</th>
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<tr>
<td>Signature of Authorized Representative:</td>
<td>Date:</td>
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<td>[Signature]</td>
<td>[Date: ]</td>
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<tr>
<td>Printed Name: Jeff Peterzalek, Assistant Attorney General</td>
<td>Printed Name:</td>
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</tbody>
</table>
EXHIBIT A

SCOPE OF WORK

1.1 Deliverables, Performance Measures, and Monitoring Activities.
The Contractor shall provide the following:

Objective:
The objective of the program is to identify and address at risk behavior of first time youth offenders and prevent their involvement in the juvenile justice system. The program will address the youth’s behaviors in an informal setting in the community and successful completion of the program will result in no formal charges being filed by the police.

Provider Performance:
The program will serve identified youth in Johnson County. The identified youth will have committed an act of disorderly conduct. The youth will be referred to the program if the act is determined by school staff, law enforcement or Juvenile Court Services (JCS) to be appropriate for diversion. The youth may be referred to the program by any Johnson County law enforcement agency according to the process established by the referring agency.

The program will serve one youth at a time and shall consist of several components including an impact letter, assessment of the youth, a cognitive restructuring program piece that specifically relates to the child’s referral and community service.

- The impact letter shall be one page in length and may be hand written or typed. Staff shall assist youth in composing the letter if necessary.
- Staff shall meet with the youth at an agreed upon location.
- A minimum of once weekly contact via telephone, email, or in person with the police or school staff that made the referral.
- Staff shall provide an assessment for each youth. Referrals shall be made to local service providers for the youth whose assessment shows a need for community based services. Staff shall contact the parent(s) regarding high needs shown by the assessment. Information on referrals shall be made available to JCS.
- A cognitive restructuring component shall be provided and processed by staff with the youth. Juvenile Court Services and Provider shall agree upon the type of cognitive restructuring program.
- One community service event shall be performed by the youth for up to 2 hours. Staff shall provide transportation to the service site if necessary. Staff shall be in contact with the youth’s parent(s) regarding the time and location of the community service.

Outcome measures shall be as follows:
- 60% of youth referred will participate in the diversion program.
- 90% of youth who score “at risk” on the assessment will be referred to appropriate service/agency to address their specific areas of concern.
- 75% of those youth who participated in the diversion program will have successfully completed all components of the program.
- 50% of those youth who have successfully completed the program will not have received subsequent disorderly conduct charges within 6 months of completion of the program.
PROJECT GRANT AGREEMENT

between

Iowa Homeland Security and Emergency Management Department

and

Linn County

PROJECT TITLE: Linn County Property Acquisition

GRANT AGREEMENT NO: HMGP-DR-4114-0005-01

PROJECT NO: DR-4114-57-01

FEDERAL TAX ID#: 42-6004338

SCOPE OF WORK:

This Grant Assistance Agreement (AGREEMENT) is to provide the Linn County (SUBGRANTEE) with federal assistance from the Hazard Mitigation Grant Program. The total grant award is $214,485.00. The federal share shall not exceed $160,863.00 or (75%) of actual allowable project costs, whichever is less. The state share shall be $21,448.00 or (10%) and the SUBGRANTEE shall provide at least $32,174.00 or (15%) through local non-federal (cash and/or in-kind) sources for actual allowable project costs. These funds are to assist the SUBGRANTEE with the acquisition of properties for open space use in accordance with the grant application that was submitted to and approved by Iowa Homeland Security and Emergency Management Department (HSEMD) and the Federal Emergency Management Agency (FEMA). All acquired properties must be returned to open space and carry the federally imposed deed restriction language.

Any changes to the approved scope and / or budget must be submitted to, and approved by HSEMD prior to executing the changes. This includes all Change Orders. The SUBGRANTEE is required to obtain all necessary permits before any construction begins.

AGREEMENTS

HSEMD will provide financial oversight and management in the role of GRANTEE based on the grant guidance, the grant financial guide and other State and federal guidelines. The GRANTEE will provide technical assistance and direction to the SUBGRANTEE on programmatic and financial requirements. The GRANTEE will provide all appropriate documents and forms and make payments to the SUBGRANTEE to complete the approved scope of work.
The Grantee is responsible for monitoring SUBGRANTEE activities to provide reasonable assurance that the SUBGRANTEE administers federal awards in compliance with federal and GRANTEE requirements. Responsibilities include the accounting of receipts and expenditures, cash management, the maintaining of adequate financial records, and the refunding of expenditures that are not eligible and allowable.

The SUBGRANTEE will be monitored periodically by the GRANTEE to ensure that the program goals, objectives, timelines, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based and on-site monitoring visits. Monitoring will involve the review and analysis of the financial, programmatic, and administrative issues relative to each program, and will identify areas where technical assistance and other support may be needed.

The SUBGRANTEE will pass appropriate resolutions to assure HSEMD that it is participating, and will continue to participate, in the National Flood Insurance Program, if mapped.

The SUBGRANTEE agrees to limit grant awards to eligible property owner applicants to the pre-disaster market value of the land and structure based upon a signed purchase agreement between the SUBGRANTEE and the property owner whose property has been approved by FEMA for acquisition. The SUBGRANTEE will provide certification that the property owner is a National of the United States or qualified alien. If the property owner purchased the property after the relevant flood event, or is not a National of the United States or qualified alien, the post flood value of the property will be the offer price of the land and structure.

The SUBGRANTEE will require and assist property owner applicants in providing evidence of ownership by title, purchase contract, and/or certificate of title insurance as well as disclosure of any liens or loans secured by the property.

Prior to closing on a property, the SUBGRANTEE will initiate a request through HSEMD to FEMA Region VII with a list of property owner applicants for final Duplication of Benefits (DOB) verification. Closing cannot commence until a final DOB is done if offering pre-disaster market value.

The SUBGRANTEE agrees to submit source documents on a timely basis to HSEMD as verification of how the funds for allowable project costs are expended. Source documents include, but are not limited to, Purchase Offers, HUD Settlement Statements, copies of tax assessment records, copies of appraisals if used as the basis for pre-flood fair market value, invoices, and copies of all payments. A source document checklist has been provided and must be adhered to for documentation that must be on file at the HSEMD.

The SUBGRANTEE agrees to acquire and demolish only those properties that have been approved by FEMA Region VII and cleared by the State Historical Society of Iowa (SHSI). It is permissible for the SUBGRANTEE to acquire properties prior to full compliance with Section 106 of the National Historic Preservation Act of 1966; however, demolition cannot occur until the SHSI has made the determination of no historic effect. Documentation must be on file at HSEMD.
The SUBGRANTEE shall comply with all aspects of the project implementation, including, but not limited to the 90-day demolition requirement identified in 44 CFR §80.17. Existing structures must be removed by demolition within 90 days of settlement of the property transaction. The FEMA Regional VII Administrator may grant an exception to this deadline only for a particular property based upon written justification, if extenuating circumstances exist, but shall specify a final date for removal. To ensure compliance the SUBGRANTEE is required to immediately notify HSEMD of settlement of the property transaction and demolition date. For each property in which the 90-day deadline cannot be met, the SUBGRANTEE is required to request an exception. An exception request for each property must be submitted to HSEMD no later than 60 days following the settlement of the property transaction.

The SUBGRANTEE agrees to verify and certify that participating property owner applicants will relocate outside the NFIP Special Flood Hazard Zone boundaries if offered replacement housing benefit funds.

The SUBGRANTEE and the SUBGRANTEE’s AUTHORIZED REPRESENTATIVE agree to provide all supervision, inspection, accounting, and other services necessary to complete the scope of work from inception to closeout with the requirements set forth below.

I. ACTIVITY COMPLETION TIMEFRAME

The approved Activity Completion Timeframe for this grant is from 7/14/2014 through 12/14/2015. All work must be completed prior to the Activity Completion Timeframe ending date. The SUBGRANTEE shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date of the Activity Completion Timeframe.

If a time extension is needed it must be requested at least 90 days prior to the Activity Completion Timeframe. All requests must be supported by adequate justification submitted to HSEMD in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended performance period; milestones that are unmet; and a description of performance measures necessary to complete the project. The Hazard Mitigation Extension Request Form will be made available to you. Without the justification, extension requests will not be processed.

II. AUTHORITIES AND REFERENCES.

The SUBGRANTEE shall comply with all applicable laws and regulations. A non-exclusive list of laws and regulations commonly applicable to FEMA grants follows hereto for reference only.

- OMB Circular A-102 – Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments
- OMB Circular A-87 – Cost Principles for State and Local Governments – now codified at 2 CFR, Part 225
- OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations
• Section 404 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act), 42 U.S.C. 5133, as amended by Section 102 of the Disaster Mitigation Act of 2000 (DMA)
• Title 44 of the Code of Federal Regulations (CFR) – especially Part 13, Administrative Requirements and Part 80, Property Acquisition and Relocation for Open Space
• Title 31 CFR 205.6 Funding Techniques
• Hazard Mitigation Assistance Unified Guidance, June 1, 2010
• SUBGRANTEE’s application that was received and approved by HSEMD and FEMA

III. GRANT MANAGEMENT SYSTEM

To ensure that federal funds are awarded and expended appropriately, the SUBGRANTEE will establish and maintain a grant management system. The standards for SUBGRANTEE organizations stem from the Office of Management and Budget’s (OMB) uniform administrative requirements and cost principles. State, local and tribal organizations must follow the uniform administrative requirements standards in OMB Circular A-102, and cost principle standards in OMB Circular A-87 (2 CFR, Part 225). These standards combined with the audit standards provided within OMB Circular A-133, plus the requirements of the federal Cash Management Improvement Act constitute the basis for all policies, processes and procedures set forth in this grant management system for the SUBGRANTEE.

The SUBGRANTEE’s grant management system must include:
• internal controls based on the American Institute for Certified Public Accountants (AICPA) definitions and requirements in the government-wide administrative requirements and cost principles
• a chart of accounts verifying that unique revenue and expenditure accounts or cost centers or account codes have been established within the SUBGRANTEE’s cash management/accounting system for each separate grant program included in this agreement
• be in compliance with the Cash Management Improvement Act (CMIA), and good business processes
• procedures to minimize federal cash on hand
• the ability to track expenditures on a cash or accrual basis
• the ability to track expenditures in both financial and program budgets
• procedures to document all grant-related expenditures, broken down by budget line items
• procedures to ensure expenditures are eligible and allowable
• the ability to fulfill government-required financial reporting forms

IV. PROCUREMENT

This agreement requires that all procurement is executed by the SUBGRANTEE. Procurement standards must be in accordance with the written adopted procedures of the SUBGRANTEE, provided that the local procurement standards conform to applicable State and Federal law and the standards identified in the 44 CFR, Section 13.36. The SUBGRANTEE will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. The SUBGRANTEE must submit copies
of all bid documents and contract documents to HSEMD prior to awarding or executing contracts. No contract will be accepted without HSEMD’s prior review and approval.

V. AUDIT

The SUBGRANTEE must comply with the requirements of the Single Audit Act Amendments of 1996 and the Office of Management and Budget (OMB) Circular A-133. Reference: Catalog of Federal Domestic Assistance (CFDA) Number: 97.039

VI. PAYMENT REQUEST PROCESS

The SUBGRANTEE may submit a payment request up to 30 days prior to an anticipated expenditure or disbursement. Grant revenue received by the SUBGRANTEE must be placed in a unique, separate account for this grant award. A non-interest-bearing checking account is preferred. If interest is earned, the SUBGRANTEE agrees to comply with the federal requirements from the 44 CFR, Section 13.21 (I). The SUBGRANTEE may keep interest earned on Federal grant funds up to $100 per fiscal year. This maximum limit is not per award; it is inclusive of all interest earned as a result of all federal grant program funds received per year. SUBGRANTEE is required to report all interest earned at least quarterly to the GRANTEE. HSEMD will provide instructions to the SUBGRANTEE for the disposition of reported interest earned.

Payments to SUBGRANTEE are based on eligible expenditures that are specifically related to the approved grant budget and scope of work. The SUBGRANTEE has two options available to them when requesting payments from HSEMD. SUBGRANTEE can request Reimbursement for allowable expenditures already paid, or request an Advance for expenditures expected to be paid within 30 days.

Payments shall be limited to the documented cash requirements submitted by the SUBGRANTEE. The SUBGRANTEE must submit a completed Payment Request Form and provide supporting documentation of eligible project costs to receive payment of funds.

- **Reimbursement** requests must include payment verification (i.e. paid invoices, receipts, payroll records with personnel activity reports, cancelled checks, general ledger print outs, etc.).
- **Advance** payment requests must include a detailed cost estimate (i.e. invoices, quotes, or other document). Payment verification documents (same documents required for a Reimbursement request) for the advance must be submitted to HSEMD within 30 days after the advance, and before future advances are made.

No more than thirty (30) days shall elapse between the date of receipt of a warrant and pay out of the funds by the SUBGRANTEE. All supporting documentation must be submitted to HSEMD immediately following the SUBGRANTEE’s pay out of the funds.

**Required documents prior to Payments from HSEMD.** Payment of funds will not be made to a SUBGRANTEE until HSEMD has on file the following documents:
• Signed Grant Agreement
• SUBGRANTEE's Administrative Plan
• Substitute W9/Vendor Update Form (if not already on file at HSEMD)
• Chart of Accounts verifying that unique revenue and expenditure accounts or cost centers or account codes have been established within the SUBGRANTEE's cash management/accounting system for each separate grant program included in this agreement
• Floodplain development permit (if applicable)
• Procurement documents: method of procurement, bid specifications approved by HSEMD, copy of approved and executed contracts between the SUBGRANTEE and contractor
• Site plans approved by FEMA (if applicable)

VII. Match Verification

The maximum federal share to this mitigation project grant cannot exceed 75% of eligible project expenditures. Therefore, the matching funds (cash and in-kind) must be at least 15% of eligible project expenditures, and the state share shall be 10%. The SUBGRANTEE is responsible for submitting proof of the local non-federal match that was used for their mitigation grant to HSEMD. Expenditures must be in accordance with the approved scope of work and budget and in accordance with the 44 Code of Federal Regulations (CFR), Section 13.24, "Matching or cost sharing".

Cash match can be money contributed to the SUBGRANTEE by the SUBGRANTEE, other public agencies and institutions, private organizations, and individuals as long as it comes from a non-federal source and is not used to match any other federal award. Cash spent must be for allowable costs in accordance with the SUBGRANTEE's approved scope of work and budget and must be applicable to the period to which the cost sharing or matching requirement applies. Documentation can be copies of the SUBGRANTEE's checks to the third parties and a copy of the SUBGRANTEE's general ledger for revenues and expenses clearly showing the federal and non-federal cash sources.

In-kind match must comply with the requirements of the 44 CFR, Section 13.24 (matching or cost sharing). The value of in-kind contributions is also applicable to the period to which the cost sharing or matching requirement applies. The in-kind match provided must be documented by the third party contributing the in-kind services. The in-kind match must be specifically stated in the SUBGRANTEE's scope of work and budget before in-kind match will be allowed to match any mitigation grant. Documentation can be a letter (on letterhead) from the third party stating the scope of their work, what is being contributed as it relates to the scope of work, the value, a statement to the effect that the value is normally charged, and a statement that the value is being waived on behalf of the SUBGRANTEE to meet the matching requirements to the SUBGRANTEE's mitigation grant.
If the local match is insufficient to satisfy the local match requirements for receiving all available federal funds, the awarded federal funds will be reduced accordingly so as not to exceed the maximum federal share allowed under this award.

VIII. REPORTING REQUIREMENTS

The mitigation grant program requires quarterly financial reporting and progress reporting, relative to the approved scope of work. SUBGRANTEEES are required to complete the quarterly progress report forms that are provided by HSEMD and submit them by the due dates stated to HSEMD. Due dates are; Jan 15, April 15, July 15, and Oct 15. The first report is due following the end of the reporting period in which the grant was awarded by FEMA. The reporting periods are; Jan-Mar, April-June, July-Sept, and Oct-Dec.

WAIVERS

No conditions or provisions of this AGREEMENT can be waived unless approved by HSEMD and the SUBGRANTEE, in writing. Unless otherwise stated in writing, HSEMD’s failure to insist upon strict performance of any provision of this AGREEMENT, or to exercise any right based upon a breach, shall not constitute a waiver of any right or obligation specified under this AGREEMENT.

AMENDMENTS AND MODIFICATIONS

This AGREEMENT may be amended or modified in reference to the grant funds provided, administrative procedures, or any other necessary matter, but not to take effect until approved, in writing, by HSEMD and the SUBGRANTEE.

COMPLIANCE, TERMINATION AND OTHER REMEDIES

Unless otherwise stated in writing, HSEMD requires strict compliance by the SUBGRANTEE and its authorized representative(s) with the terms of this AGREEMENT, and the requirements of any applicable local, state and federal statute, rules, regulations; particularly those included in the Assurances in the Project Application which was submitted to FEMA by HSEMD.

HSEMD may suspend or terminate any obligation to provide funding or demand return of any unused grant funds, following notice from HSEMD, if the SUBGRANTEE fails to meet any obligations under this AGREEMENT or fails to make satisfactory progress toward administration or completion of said project. The SUBGRANTEE is responsible for repayment of funds as a result of subsequent refunds, corrections, overpayments, or disallowed costs for ineligible expenditures.

The SUBGRANTEE understands and agrees that HSEMD may enforce the terms of this AGREEMENT by any combination or all remedies available to HSEMD under this AGREEMENT, or under any other provision of law, common law, or equity.
INDEMNIFICATION

1. It is understood and agreed by HSEMD and the SUBGRANTEE and its agents that this AGREEMENT is solely for the benefit of the parties to this grant and gives no right to any other party. No joint venture or partnership is formed as a result of this AGREEMENT.

2. The SUBGRANTEE, on behalf of itself and its successors and assigns, agrees to protect, save, and hold harmless HSEMD and the State of Iowa, and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the negligent acts, errors, or omissions of the SUBGRANTEE or its authorized representative, its contractors, subcontractors, assigns, agents, licensees, arising out of or in connection with any acts or activities authorized by this AGREEMENT. The SUBGRANTEE’s obligation to protect, save, and hold harmless as herein provided shall not extend to claims or causes of action for costs, damages, or expenses caused by or resulting from the negligent acts, errors, or omissions of HSEMD, the State of Iowa, or any of their authorized agents or employees.

3. The SUBGRANTEE further agrees to defend HSEMD, the State of Iowa, and their authorized agents and employees against any claim or cause of action, or to pay reasonable attorney's fees incurred in the defense of any such claim or cause of action, as to which the SUBGRANTEE is required to protect, save, or hold harmless said parties pursuant to paragraph 2 of this part. The SUBGRANTEE’s obligation to defend, or to pay attorney’s fees for the defense of such claims or causes of action as herein provided, shall not extend to claims or causes of action for costs, damages, or expenses caused by or resulting from the negligent acts, errors, or omissions of HSEMD, the State of Iowa, or any of their authorized agents or employees.

ACKNOWLEDGMENTS

The SUBGRANTEE shall include, in any public or private release of information regarding the project, language that acknowledges the funding contribution by HSEMD and FEMA.

INDEPENDENT CONTRACTOR STATUS OF APPLICANT

The SUBGRANTEE, its officers, employees, agents and council members shall all perform their obligations under this AGREEMENT as an independent contractor and not in any manner as officers, employees or agents of HSEMD or the State of Iowa. All references herein to the SUBGRANTEE shall include its officers, employees, city council/board members, and agents. HSEMD shall not withhold on behalf of any such officer, employee, city council/board member, or agent, or pay on behalf of any such person, any payroll taxes, insurance, or deductions of any kind from the funds paid to the SUBGRANTEE for administrative purposes.
GOVERNING LAW, VENUE AND SEVERABILITY

The laws of Iowa shall govern this AGREEMENT and venue for any legal action hereunder shall be in the Polk County District Court of Iowa. If any provision under this AGREEMENT or its application to any person or circumstances is held invalid by any court of rightful jurisdiction, said invalidity does not affect other provisions of this AGREEMENT which can be given effect without the invalid provision.

NOTICES

The SUBGRANTEE shall comply with all public notices or notices to individuals as required by applicable state and federal laws, rules, and regulations and shall maintain a record of such compliance.

RESPONSIBILITY FOR PROJECT

While HSEMD undertakes to provide technical assistance to the SUBGRANTEE and its authorized representative in the administration of the project, said project remains the sole responsibility of the SUBGRANTEE in accomplishing grant objectives and goals. HSEMD undertakes no responsibility to the SUBGRANTEE, or any third party, other than what is expressly set out in this AGREEMENT.

NOTICES AND COMMUNICATIONS BETWEEN HSEMD AND APPLICANT

All written notices and communications to the SUBGRANTEE by HSEMD shall be to:

Les Beck, Director Linn County Planning and Development
Linn County
935 2nd Street SW
Cedar Rapids, IA 52404

Or the Alternate Point of Contact,

Lu Barron, Chairperson Board of Supervisors
Public Service Center
123 S 5th Street SE 2nd St. SW
Cedar Rapids, IA 52404

All written communications to HSEMD by the SUBGRANTEE and its authorized representative shall be to:

Patrick J Hall
Attention: Mitigation Section
Iowa Homeland Security & Emergency Management Department
7900 Hickman Road, Suite 500
Windsor Heights, IA 50324
ENTIRE GRANT AGREEMENT

This AGREEMENT sets forth the entire AGREEMENT between HSEMD and the SUBGRANTEE with respect to subject matter hereof. Commitments, warranties, representations and understandings or agreements not contained, or referred to, herein or amended thereto shall not be binding on either HSEMD or the SUBGRANTEE. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this AGREEMENT will be effective without written consent of both parties.

IN WITNESS WHEREOF, HSEMD and the SUBGRANTEE have executed this AGREEMENT by the signatures of authorized persons of both entities and on the dates indicated below:

Iowa Homeland Security and Emergency Management Department:

Patrick J Hall
Alternate GAR

Linn County:

Linda Langston
Vice-Chair, Board of Supervisors

Date

Signature of Authorized Representative (optional)

8/7/14
Date
**Results 8/11/14**  
**District 2 Rip Rap**  
**Various Bridge Locations**

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<th>Price Per Ton $</th>
<th>Haul Price $</th>
<th>Total $</th>
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<th>Haul Price $</th>
<th>Total $</th>
<th>Price Per Ton $</th>
<th>Haul Price $</th>
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Wendling = Material obtained from Tricon Quarry
## LINN COUNTY 2014 LP BID RESULTS

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<th>COMPANY</th>
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<th>NON-DELIVERED PRICE</th>
<th>*Est $</th>
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<td>Amerigas</td>
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Award:
Fauser Energy
100 Hwy 151
Walford, IA
Doug
319-846-3835
Linn County Ordinance Amendment # ________________

Amendments to the Linn County Unified Development Code, Chapter 41, Linn County Code of Ordinances

Whereas the Linn County Unified Development Code (UDC) was adopted by the Board of Supervisors by Ordinance No. 14-12-2005 on December 21, 2005 and became effective on January 1, 2006;

And Whereas the Linn County Board of Supervisors may amend the text of the UDC by ordinance on its own action or by petition, after recommendation by the Planning and Zoning Commission and after public hearing;

And Whereas on Monday, July 21, 2014 the Linn County Planning and Zoning Commission recommended approval of the following amendments to the Unified Development Code, Case A-07-14 Ordinance Amendment;

And Whereas on Monday, August 04, 2014 the Board of Supervisors held a public hearing on the amendments as required by law;

Now, Therefore Be It Enacted by the Board of Supervisors, Linn County, Iowa, that the following amendments (Case A-07-14 Ordinance Amendment) shall be made to the Linn County Unified Development Code, Chapter 41, of the Linn County Code of Ordinances:

See Attachment A
Repealer: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Severability Clause: If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of either the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

THESE AMENDMENTS SHALL BECOME EFFECTIVE on August 25, 2014.

Approved on first consideration: Monday, August 04, 2014.

Approved on second consideration: Tuesday, August 5, 2014.

Passed and approved this 13th day of August, 2014.

LINN COUNTY BOARD OF SUPERVISORS

__________________________________
Chair

__________________________________
Vice Chair

__________________________________
Supervisor

__________________________________
Supervisor
Aye:

Nay:

Abstain:

Absent:

Attest:

________________________________________
Joel Miller, Linn County Auditor

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 ____________________________, 2014.

________________________________________
Notary Public State of Iowa
ATTACHMENT A

ARTICLE 4 AMENDMENTS:

Article 4 Development Review Processes and Requirements, Section BD Residential Parcel Split

1. **Purpose.** The purpose of this Section is to prescribe uniform procedures allowing for approval of a single division of land for use as a single family residential site on which site there exists, or evidence provided by the applicant documents the prior existence of, one or more single family residential structures.

2. **Conditions.** A residential parcel split shall not be approved unless all of the following conditions are met:
   
   (a) The single family dwelling unit shall have been in existence prior to January 1, 1985. Minimum evidence of the existence of the dwelling shall include:
       
       (i) Previous tax records establishing the existence of the dwelling;
       
       (ii) Existence of seventy-five percent (75%) or more of the dwelling’s foundation; or
       
       (iii) Conclusive evidence from aerial photographs of the dwelling’s previous existence.

   (b) The remaining land area of the parent tract meets the minimum lot size requirement of this Ordinance for the zoning district within which it is located.

   (c) The site of the previously existing dwelling must still be currently intact and shall not have been converted to agricultural production.

   (d) While the owner of the remaining land may construct a new dwelling if all requirements of this Ordinance are met for the remaining land, that new dwelling will not qualify for a residential parcel split under the provisions of this section.

   (e) If the remaining land is less than thirty-five (35) acres or does not otherwise meet zoning requirements, the remaining land shall be included in the minor subdivision for the residential parcel split and shall be noted as follows: “This parcel may only be developed in accordance with all development regulations in effect at the time development is proposed.”

   (f) All resulting parcels shall have access to an adjoining public roadway by actual road frontage or easement.

   (g) A minimum of one (1) net acre shall be required for each residential parcel split. All side and rear yard setback requirements must be met.

   (h) No variances from subdivision or zoning standards shall be granted in order to accomplish a residential parcel split.

   (i) Neither this process nor any former “farmstead split” zoning process has previously been used to sever a lot from the parent tract.
Article 6 Specific Development Standards, Section 5 Standards for Retail, Service & Commercial Uses, paragraph 7 Agricultural sales and service – Agricultural chemicals, fertilizer, anhydrous ammonia storage and distribution:

7. Agricultural sales and service - Agricultural chemicals, fertilizer, liquid propane and other related fuels, anhydrous ammonia storage and distribution. Uses involving the storage and distribution of agricultural chemicals, agricultural fertilizer, liquid propane and other related fuels, or anhydrous ammonia shall meet the following standards:

(a) Major site plan required. A major site plan shall be submitted and reviewed prior to the approval of a use involving the storage and distribution of agricultural chemicals, agricultural fertilizer, liquid propane and other related fuels, or anhydrous ammonia.

(b) Location. Storage of agricultural chemicals, agricultural fertilizers or anhydrous ammonia shall be located outside of densely populated areas.

(c) Storage and handling of materials. The storage and handling of agricultural chemicals, fertilizer, liquid propane and other related fuels, and anhydrous ammonia shall comply with all federal and state regulations.

(d) Street access. The site shall have access to a hard surfaced road of sufficient capacity to accommodate the traffic that the use will generate.

(e) Parking. Parking and loading shall meet the standards in Article 5, Section 3, subsection 5.

(f) Outdoor storage. Outdoor storage areas shall be screened from adjacent residences.

(g) Setbacks. Anhydrous ammonia containers shall be located outside of buildings other than those especially constructed for this purpose. In addition to the setback distances required for structures to property lines set forth in the UDC, containers shall meet the minimum separation distances required by federal and state regulations. Containers shall meet the following setbacks:

(i) From a main line railroad: 10 feet

(ii) From adjacent property boundaries: 50 feet

(iii) From a dwelling or water supply well or water body: 100 feet

(iv) From an educational institution, hospital, or religious assembly: 1,000 feet

Explanatory Note:

Def. – Agricultural chemicals, fertilizer, liquid propane and other related fuels, or anhydrous ammonia storage and distribution: An establishment engaged in retail sale of supplies directly related to the day-to-day activities of agricultural production.

Article 6 Specific Development Standards, Section 5 Standards for Retail, Service & Commercial Uses, paragraph 40:

40. Recreation and Entertainment, outdoor – paintball courses or similar facilities shall meet the following standards:

(a) Minor site plan required. A minor site plan shall be submitted and reviewed prior to the approval of a proposed paintball course or similar facility.
ARTICLE 7 AMENDMENTS:

Article 7 Zoning Classifications, Density, Dimensional Standards and Allowed Uses, Table 7-2 Use Table:

<table>
<thead>
<tr>
<th>Retail, Service &amp; Commercial Uses</th>
<th>STD</th>
<th>AG</th>
<th>RR 1/2/3</th>
<th>VR</th>
<th>VM</th>
<th>USR</th>
<th>USR-MF</th>
<th>HC</th>
<th>GC</th>
<th>I</th>
<th>CNR</th>
<th>MH</th>
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</thead>
<tbody>
<tr>
<td>Agricultural Sales and Services</td>
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<tr>
<td>Agricultural feed mixing and blending, seed sales and grain handling operations</td>
<td>4.5.6</td>
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<tr>
<td>Agricultural chemicals, fertilizer, or liquid propane and other related fuels, or anhydrous ammonia storage and distribution</td>
<td>4.5.7</td>
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</table>

<table>
<thead>
<tr>
<th>Retail, Service &amp; Commercial Uses</th>
<th>STD</th>
<th>AG</th>
<th>RR 1/2/3</th>
<th>VR</th>
<th>VM</th>
<th>USR</th>
<th>USR-MF</th>
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<th>CNR</th>
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<tbody>
<tr>
<td>Recreation &amp; Entertainment - Outdoor</td>
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<tr>
<td>Amusement park</td>
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<tr>
<td>Campground or travel trailer parks</td>
<td>6.5.16</td>
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<tr>
<td>Canoe rental or marina</td>
<td>6.5.17</td>
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<td>Golf course or golf driving range</td>
<td>6.5.18</td>
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<td>Gun clubs, rifle or archery ranges</td>
<td>6.5.19</td>
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<tr>
<td>Outdoor amphitheater or stadium</td>
<td>6.5.30</td>
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<tr>
<td>Baseball fields, soccer fields, tennis courts, basketball courts, skateboarding parks</td>
<td>6.5.31</td>
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<tr>
<td>Paintball courses or similar facilities</td>
<td>6.5.32</td>
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<tr>
<td>Race tracks, go-cart tracks or drag strips</td>
<td>6.5.33</td>
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A-07-14

UDC Code Amendments

Board of Supervisors Public Hearing & 1st Consideration

Monday, August 4, 2014
Proposed Amendments:

- Article 4, Development Review Processes and Requirements, Section 8D Residential Parcel Split: update to remove conflicting language

- Article 6, Specific Development Standards, Section 5 subsection 7: Agricultural chemicals, fertilizer, anhydrous ammonia storage and distribution: add language to include “liquid propane and other related fuels”

- Article 6 Specific Development Standards, Section 5 subsection 40: Recreation and Entertainment, outdoor – paintball courses: adding language to include “similar facilities”

- Article 7, Zoning Classifications, Table 7-2 Use Table: update to reflect changes for liquid propane and small animals

- Article 6, Specific Development Standards, Section 2, Standards for Agricultural Uses: update language to allow for small animals (chickens, etc.) in residential zoning districts

- Article 9 Definitions: Add necessary definitions related to small animal updates
Article 4, Section 8D Residential Parcel Split

• Delete subsection 2 (b) as a condition of approval: “The remaining land area of the parent tract meets the minimum lot size requirement of this Ordinance for the zoning district within which it is located.”

• Reason: Our current practice is that any non-conforming remaining land is either deed restricted to adjacent land or included in the plat with a note that it is cannot be developed unless brought into conformance.
Article 6, Section 5 Standards for Retail, Service & Commercial

- Add language to include *liquid propane and other related fuels*
  - Subject to the same standards as agricultural chemicals, fertilizer, anhydrous ammonia storage and distribution
- Change setback requirements for this type of use from a fixed distance to a requirement stating that minimum separation distances set forth by state and federal entities must be met
  - Any proposals for this type of facility is currently required to obtain a Conditional Use Permit prior to operation
Article 6 Specific Development Standards

- Amend subsection 40, standards for approval:
  - Recreation and Entertainment, outdoor – paintball courses or similar facilities shall meet the following standards:
    - *(a) Minor site plan required.* A minor site plan shall be submitted and reviewed prior to the approval of a proposed paintball course or similar facility.
  - **Reason:** Inquiry about establishing a “Airsoft” pellet gun facility
Article 6, Section 2: Standards for Agricultural Uses
Small Animals

• Residential zoning districts – Village Mixed-Use (VM), Village Residential (VR), RR1, RR2, and RR3 Rural Residential Districts, Urban Service Residential (USR)
  • Size and type of animals allowed dependent on lot size
  • Limits do not apply in Agricultural District
• Allows “production of agricultural commodities primarily for personal use or consumption”
PLEASE NOTE

• Provisions to allow non-commercial livestock in the county’s residential districts are not new

• Many rural residential subdivisions have covenants that address the keeping of livestock
Article 6, Section 2: Standards for Agricultural Uses
Allowable Densities

Table 6-1 Maximum animal densities in VR, VM, RR or USR districts

<table>
<thead>
<tr>
<th>Size and Type of Animals</th>
<th>VR, RR1/RR2/RR3 District</th>
<th>VR, VM, and USR and USR-MF District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Large animals: horses, cattle, llamas, elk, deer, and other similar animals</td>
<td>One per acre only on lots equal to or greater than one (1) acre</td>
<td>One per acre only on lots equal to or greater than one (1) acre</td>
</tr>
<tr>
<td>Intermediate animals: sheep, swine, goats, geese, turkeys, pea fowl, and other similar animals</td>
<td>Three per acre only on lots equal to or greater than one (1) acre</td>
<td>Three per acre only on lots equal to or greater than one (1) acre and excluding swine</td>
</tr>
<tr>
<td>Small animals: domestic fowl, rabbits, chinchillas, and other similar size animals</td>
<td>Twelve (12) per acre. For parcels less than one (1) acre in size, no more than twelve total</td>
<td>Twelve (12) per acre. For parcels less than one (1) acre in size, no more than twelve total</td>
</tr>
</tbody>
</table>
Article 6, Section 2: Standards for Agricultural Uses

Additional Standards

• **Enclosures**: fenced; covered enclosure
• **Required setbacks**: side or rear yard only; distance from ordinary high water mark; manure storage
• **Waste management**: compost or “fly tight” container
• **Feed and water**: clean water available; feed indoors or in containers
• **Zoning approval and “animal occupancy certificate”**
Enclosures.

Animals permitted in all categories shall not be allowed to roam free, must have access to a covered enclosure, and must be kept in a fenced enclosure at all times. Covered and fenced enclosures must be clean, dry and odor-free, and kept in a manner that will not disturb the use or enjoyment of adjacent lots. A zoning permit shall be required prior to the erection, placement or construction of covered enclosures.
Article 6, Section 2: Standards for Agricultural Uses

Required setbacks.

Covered and fenced enclosures shall only be located within the rear or side yard. Covered enclosures shall not be closer than ten (10) feet to any property line; fenced enclosures shall not be located closer than seventy-five (75) feet to any ordinary high water mark.
Article 6, Section 2: Standards for Agricultural Uses

Waste management.

(i) No manure shall be allowed to accumulate on the floor of the enclosure or ground. A fly-tight bin for storage of manure shall be utilized; the size shall be sufficient to contain all accumulations of manure. The fly-tight bin shall be kept at least ten (10) feet away from all property lines.

(ii) Composting of manure shall be allowed in an enclosed bin. The composting shall be kept at least ten (10) feet away from all property lines.
Feed and water.

(i) Animals must be provided with access to feed and clean water at all times.

(ii) All stored food for animals must be kept indoors or in a weather tight container designed to prevent access by rodents and other wildlife. Uneaten feed shall be removed in a timely manner.
Zoning approval and animal occupancy certificate.

(i) A site plan shall be submitted and approved prior to construction of covered and fenced enclosures.

(ii) A certificate of animal occupancy shall be required prior to the enclosure being inhabited by animals. The covered and fenced enclosures shall be inspected, and the manure and feed containers shall be provided, prior to the issuance of the certificate.
Article 9 Definitions (all related to small animal ordinance revisions)

Agricultural commodity. (New definition) Includes but is not limited to livestock, crops, fiber, or food such as vegetables, nuts, seeds, honey, eggs, or milk existing in an unprocessed state.

Domestic fowl. (New definition) Domestic fowl includes ducks, quail, and female chickens (excludes roosters). Geese, turkeys, and pea fowl are not considered domestic fowl for the purposes of this ordinance.

Livestock. (Amend definition) For purposes of applying this ordinance, “livestock” shall include but not be limited to animals or fowl which are being produced primarily for sale or use as food or food products, such as: cattle, pigs, sheep, goats, poultry, birds, fish, horses, donkeys, mules, and farm deer as defined in Iowa Code 481A.1.

Ordinary high water mark. (New definition) The line on the shore established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas. (Definition from Code of Federal Regulations, Title 33 Navigation and Navigable Waters, Part 328, Subsection 3)
Article 6, Section 2: Standards for Agricultural Uses
What’s NOT Included

• Notification of neighbors
• Classes on animal care
Review and Comment

• Planning & Zoning Commission (2)
• Food Systems Council (2)
• Emails and phone calls received from public
Staff Recommendation

• Approve on 1\textsuperscript{st} consideration amendments not related to the small animal provisions:
  • Article 4, Development Review Processes and Requirements, Section 8D
  • Article 6, Specific Development Standards, Section 5 subsection 7 Article
  • Article 6 Specific Development Standards, Section 5 subsection 40
  • Article 7, Zoning Classifications, Table 7-2 Use Table: update to reflect changes for liquid propane
Staff Recommendation

• Delay action on the small animal ordinance amendments:
  • Parcel size & zoning districts / types of animals allowed
  • Screening of enclosures
• Continue to take public comment
RESOLUTION NO. 2014 -

A RESOLUTION SETTING FORTH THE LINN COUNTY BOARD OF SUPERVISOR’S INTENT TO ACCEPT DEVELOPMENT PROPOSALS AND SELL REAL PROPERTY PURSUANT TO A DEVELOPMENT AGREEMENT

WHEREAS, Linn County holds an interest by way of deed to real estate described as follows:

- 42 7th Avenue SW, Cedar Rapids, IA, legally described as Plat of Survey #1810 Parcel A
- 545 Valor Way Street SW (t/a 545 H Street SW), Cedar Rapids, IA legally described as Lot 1, Highland Addition to West Cedar Rapids, IA
- Unaddressed lots legally described as Lots 2, 3&4, Highland Addition to West Cedar Rapids, IA
- 60 7th Avenue SW, Cedar Rapids, IA, legally described as Lots 5, 6&7 Highland Addition to West Cedar Rapids, IA; and,

WHEREAS, said properties are generally depicted in Exhibit “A” and Exhibit “B” attached hereto and made part of this Resolution; and,

WHEREAS, it is the intent of the Linn County Board of Supervisors to declare said properties to be surplus property, to determine that there is no further public use for the properties, and to authorize the disposal of the same.

BE IT THEREFORE RESOLVED by the Board of Supervisors, Linn County, Iowa, this date met in lawful session, that:

1. The Board determines the properties described above to be of no further public use now or in the foreseeable future and are declares the same to be surplus property.

2. The Board affirms its intention to accept development proposals for the properties described above pursuant to a Request for Proposals released by Linn County.

3. The Board affirms its intention to sell the properties described above pursuant to a Development Agreement negotiated between Linn County and the purchaser.

4. A public hearing to consider the proposal to accept development proposals and sell real estate pursuant to a Development Agreement is set for Monday, August 25th, 2014, at 9:00 AM in the Informal Board Room, Lower Level, Linn County Public Service Center.

5. The County Auditor is hereby directed to give notice of the proposed action on the acceptance of development proposals and sale of real estate setting forth the date and time when and the location where the said public hearing will be held, by publication at least once and not less than four nor more than twenty days before the public hearing, in a legal newspaper of general circulation in Linn County.

The notice shall be substantially in the following form:

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of Supervisors of Linn County, Iowa, will hold a public hearing in the Informal Board Room, Lower Level, Linn County Public Service Center, 935
Second Street SW, Cedar Rapids, Iowa at 9:00 A.M. on the 28th day of August, 2014, to consider the disposition of County-owned property at 42 7th Avenue SW, 545 Valor Way Street SW, 60 7th Avenue SW, and three unaddressed lots between 545 Valor Way Street SW and 60 7th Avenue SW and adjacent to Valor Way Street SW, Cedar Rapids, IA for redevelopment.

Linn County, Iowa is considering the possible disposition and redevelopment of County-owned real property at 42 7th Avenue SW, 545 Valor Way Street SW, 60 7th Avenue SW, and three unaddressed lots between 545 Valor Way Street SW and 60 7th Avenue SW and adjacent to Valor Way Street SW Cedar Rapids, Iowa. Linn County invites competitive proposals from any persons interested in acquiring and redeveloping this property. Any person interested in submitting a proposal to acquire this property may file such a proposal by ___00 ____ M. 01 __________, 2014 with the Linn County Purchasing Department, 935 Second Street SW, Cedar Rapids, IA, 52404. Further information may be obtained at that office. Individual or partnership proposal may be considered.

Competitive proposals should contain information to address the criteria set forth herein below:

1. Demonstrated capacity and experience of the development team
2. Marketing plan for proposed project
3. Financial feasibility
4. Financial capacity of the developer/owner
5. Documentation from a lending institution stating its understanding of the project and its partnership in the project
6. Proposed integration with the City of Cedar Rapids’ flood management system
7. Consistency with the Kingston Village Overlay District requirements
8. Community benefits offered by the development
9. Master plan for the site:
   o Preservation of the structure’s historic integrity
   o Sustainable building and development practices
   o Site design that promotes pedestrian activity and minimizes vehicle activity
10. Timeline for development and build-out
11. Offer price

Linn County will not be bound to accept any proposal and may decide to abandon the disposition. Any sale of the aforementioned real property shall be without warranty as to its completeness or condition, its accessibility or its suitability for intended use of the proposer. Proposers should be specifically aware of the following:

1. The property will not be disposed of for less than its fair market value.
2. Restrictive covenants requiring purchase and maintenance of flood insurance and prohibiting Critical Actions in the 100 year floodplain will run with the land and surviv[e transfer of title.
3. The real property is sold “AS IS, WHERE IS.”

At the conclusion of the public hearing, and after all proposals timely received have been reviewed and considered, Linn County may accept the proposal it deems to be in the best public interest, may negotiate with any persons for proposals concerning the disposition, or may reject the proposals and abandon the disposition or issue a new invitation. Any person interested may appear at said hearing and be heard.

Dated this ___ day of ________, 2014.
Dated this ___ th day of __________, 2014.

LINN COUNTY, IOWA

______________________________
CHAIRPERSON

______________________________
Supervisor

______________________________
Supervisor

______________________________
Supervisor

ATTEST:

______________________________
JOEL D. MILLER, County Auditor

STATE OF IOWA  )  SS
COUNTY OF LINN  )

I, Joel Miller, County Auditor of Linn County, Iowa, hereby certify that at a regular meeting of the said Board of Supervisors the foregoing resolution was duly adopted by a vote of:

_____ Aye _____ Nay _____ Abstain and _____ Absent from voting.

______________________________
Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, on this __________ day of ________________, 2014.

______________________________
Notary Public, State of Iowa
DATE SET FOR RIGHT OF WAY HEARING

Moved by Supervisor ____________________________________________________________

Seconded by Supervisor ____________________________________________________________

that the ____. day of August, 2014 at 9:00 A.M. be set as date for the public hearing on the

vacation of the following right of way.

TO VACATE THE WEST HALF OF COLLEGE STREET, THE SOUTH HALF OF 3RD STREET, AND THE
ALLEY LOCATED BETWEEN THE EAST HALF OF LOTS 146 AND 147 LOCATED IN SECTION 34,
TOWNSHIP 82 NORTH, RANGE 7 WEST OF THE 5TH PRINCIPAL MERIDIAN, LINN COUNTY, IOWA, AS
SHOWN ON EXHIBIT “A” ATTACHED HERETO WHICH BY THIS REFERENCE MADE A PART HEREOF
AND DESCRIBED AS FOLLOWS:

ALL OF THE WEST HALF OF COLLEGE STREET ADJACENT TO THE EAST HALF OF LOTS 145, 146,
THE ALLEY BETWEEN LOTS 146 AND 147, 147, AND 148, THE SOUTH HALF OF 3RD STREET
ADJACENT TO THE EAST HALF OF LOT 148 AND WEST HALF OF COLLEGE STREET, AND THE
ALLEY BETWEEN LOTS 146 AND 147 LOCATED IN SECTION 34, ALL LOCATED IN TOWNSHIP 82
NORTH, RANGE 7 WEST OF THE 5TH PRINCIPAL MERIDIAN.

SAID PARCEL CONTAINS 0.32 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS
OF RECORD.

Dated this __________ day of ____________________________, 2014.

___________________________________
BOARD OF SUPERVISORS
LINN COUNTY, IOWA