Call to Order

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

Minutes
Discuss and decide on meeting minutes.

Discuss the purchase and installation of five (5) cameras for the evidence processing/storage areas of the Sheriff’s Office.

Discuss a Vacancy Form requesting a Part Time Direct Support Staff for Options of Linn County

Public hearing and first consideration on proposed amendments to Chapter 105, Article III Electrical Installations, of the Linn County Code of Ordinances.

Discuss proposed Rural Land Use Map Amendment case JA19-0001, request to change map designation for property located at 497 Highway 1 NE SE 20-82-05 from RRD2 (Rural Residential 2 Acre Area) to AA (Agricultural Area), approximately 5 acres, S & S West Farms LLC, property owner; Hertz Farm Management, applicant.

Discuss a proposed Temporary Use Permit Case JTU19-0005, request by John M Bickel, owner, and Martin Marietta Materials Real Estate Investments Inc., owner, and InRoads LLC, petitioner, to operate a portable asphalt plant at 1636 Marietta Rd, Ely Iowa for the purpose of a Hwy 30 resurfacing project east of C St SW interchange.

Discuss updating official Linn County seal

Discuss a Memorandum of Agreement between Black Hawk, Dubuque, Johnson, Linn, and Scott Counties regarding the membership, purposes, and operations of the Urban County Coalition

Discuss an Agreement between Linn County and collectively L&L Murphy, Associates and Gary Grant Consulting LLC for consulting and advisory services for the period of July 1, 2019, through June 30, 2020

Public Comment: Five Minute Limit per Speaker
This is an opportunity for the public to address the board on any subject pertaining to board business.

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

Correspondence

Legislative Update

Appointments

Adjournment

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncounty.org.
VACANCY FORM

SELECT ONE:

☑ NEW POSITION

□ REPLACEMENT

REPLACES: __________________________

□ NEW JOB CLASSIFICATION

□ EXISTING JOB CLASSIFICATION

JOB TITLE: Part Time Direct Support Staff

DEPARTMENT: Options of Linn County

SHIFT/HOURS: 8 AM to 3 PM

VACANCY DATE: ASAP

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if applicable):

☐ BUDGET OFFER

☐ GRANT FUNDING

☐ OTHER: __________________________

NEW POSITION FUNDING SOURCE(S):

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

POST TO INSIDE: ☑ YES  ☐ NO

ADVERTISE: ☑ YES  ☐ NO

IF NO, GIVE EXPLANATION (i.e. not filling due to operational needs):

_________________________________________________________________

_________________________________________________________________

POSITION TYPE:

☐ FULL-TIME  ☐ PART-TIME 35 # of hours/week  ☐ TEMPORARY/SEASONAL

☐ ON-CALL/SUBSTITUTE  ☐ GRANT-FUNDED

☐ BARGAINING UNIT: ☐ Clerical  ☐ Maintenance  ☐ Para Professional  ☐ Professional

☐ Attorneys  ☐ Conservation  ☐ Sergeants  ☐ PPME

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: __________________________

DEPARTMENT HEAD (original signature required)  5-21-19

DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: __________________________

STARTING SALARY: __________________________

HR DIRECTOR COMMENTS:

_________________________________________________________________

FINANCE/BUDGET DIRECTOR COMMENTS:

_________________________________________________________________

APPROVED BY: __________________________

HUMAN RESOURCES DIRECTOR  5-21-19

DATE

APPROVED BY: __________________________

FINANCE/BUDGET DIRECTOR  5/29/19

DATE

APPROVED BY: __________________________

CHAIRPERSON/BOARD OF SUPERVISORS
LINN COUNTY ORDINANCE # _________________________

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, LINN COUNTY, IOWA
BY AMENDING PROVISIONS IN CHAPTER 105, ARTICLE III, ELECTRICAL INSTALLATIONS

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

SECTION 1. Chapter 105, Article III – Electrical Installations, Sec. 105-33 Amendments to the National Electrical Code (NEC) is hereby amended to read as follows:

Certain sections and portions of sections of the National Electrical Code, 2017 edition are hereby amended, deleted, modified or added to as more specifically set forth in the following sections of this chapter.

(1) Lighting load for specified occupancies. Eliminate the exception to section 220.12 and implement the following exception:

   Exception: Where the building is designed and constructed to comply with an energy code adopted by the local authority, the lighting load shall be permitted to be calculated at the values specified in the energy code.

(2) Branch circuit extensions or modification. Eliminate section 210.12D.

(3) Service masts as supports. Add the following to NEC Section 230.28 (2nd unnumbered paragraph):

   Section 230.28. Where a service mast is used for the support of service drop conductors, the service raceway shall be a minimum of two-inch rigid galvanized steel conduit.

(4) Delete the following portion of 230.50(B), All Other Service Entrance Conductors, in it’s entirely and add the following:

   Section 230.50(B). All Other Service Entrance Conductors. Service entrance conductors installed above ground on the outside of a building beyond the first contact made from the service drop shall be in an approved raceway.

(5) Branch circuit extensions or modification, AFCI. Delete section 406.4(d) (4).


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

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

SECTION 4. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.
SECTION 5. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Public hearing and first consideration on the 3rd day of June, 2019

Second consideration on the 5th day of June, 2019

Third and final passage on the 12th day of June, 2019.

Published in the Gazette on the _____ day of June, 2019

LINN COUNTY BOARD OF SUPERVISORS

__________________________
Chairperson

__________________________
Supervisor

__________________________
Supervisor

ATTEST:

__________________________
Joel D. Miller, Linn County Auditor

STATE OF IOWA )
 ) SS
COUNTY OF LINN)

I, ________________________________, County Auditor of Linn County, Iowa, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors at a regular meeting of said Board held on __________________________, 2019 and published as provided by law on ______________________, 2019.

__________________________
Linn County Auditor

Subscribed and sworn to me this _____ day of ____________, 2019.

__________________________
Notary Public, State of Iowa
Linn County Resolution # ____________

An Amendment to the Linn County 2013 Rural Land Use Map

Be it Resolved by the Board of Supervisors, Linn County, Iowa, that the following amendment, Case JA19-0001, be made to the Rural Land Use Map of the Linn County Comprehensive Plan, dated July 19, 2013:

Amend the Rural Land Use Map designation from RRD2 (Rural Residential 2-Acre Area) to AA (Agricultural Area) on the Linn County Rural Land Use Plan Map for the property legally described as the NE ¼ of the SE ¼ of Section 20, Township 82, Range 05 as shown below:

![Map Diagram](image-url)
Passed and approved this 5th day of June, 2019.

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:
Nay:
Abstain:
Absent:

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:

___________________________
Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, ___________________,
on this _____ day of __________________, 2019.

___________________________
Notary Public State of Iowa
# Temporary Use Application

## Owner Information:
- **Owner:** See attach
- **Address:**
- **Phone:**

## Applicant Information:
- **Applicant:** InRoads LLC
- **Address:** 4224 Hubbard Ave
  - Des Moines IA 50317
- **Phone:** 515-499-0077

## Surveying Co:
- **Engineer:**
- **E-Mail:**
- **Phone:**

## Property Information:
- **Property Address or Address Range (block):** 1636 Marietta Rd Ely IA 52227
- **Brief legal(s) (Sec./Twp./Range):** 15-82-10 NENE
- **GPN(s):** 18151-01001-00000
- **Rural Land Use Map Designation:** R2D2
- **Current Zoning:** Industrial AC
- **Total Acres:** 40

## Submittal Requirements:
- **Application, Fee, Minor Site Plan Drawing, Proof of Insurance (if applicable):**

The undersigned is/are the owner(s) of the described property on this application, located in the unincorporated area of Linn County, Iowa, assuring that the information provided herein is true and correct. I hereby give my consent for the office of Linn County Planning and Development to conduct a site visit and photograph the subject property.

This development is subject to and shall be required, as a condition of final development approval, to comply with all Unified Development Code policies, requirements, and standards that are in effect at the time of final development approval.

## Acknowledgment:
- **Owner:** See attach
- **Applicant:** [Signature]
- **Date:** 4/29/2019

## Case & Receipt:
- **Case #:** JTU19-0005
- **Receipt #:** 310562

## Date Received:
- **Date:** MAY 13 2019
The following information shall be provided with the application:

Is the property located within a Flood Plain? ☐ YES ☑ NO

Is the Proposed Use within the Flood Plain area? ☐ YES ☑ NO

Temporary use period:
Beginning _____________________________
Ending _____________________________

Description of Proposed Use:
Temporary Asphalt Plant for the use on resurfacing HWY 30 from C Ave East & 9.2 miles.

Days & Hours of Operation
See attached traffic control plan that will dictate work hours.
6:30am - midnight
Mon - Sat

Will a building or structure be used and what type?  ☑ No

Will there be a sign? Per Article V, section 107-94 (j) include dimension details and content.
☐ No

Have you contacted the Building Division for review of applicable building code requirements?
☐ YES ☑ NO

Restroom Facilities:
☑ Currently provided on site.
☒ Portable will be brought to the site.
☐ None available.

Estimated increase in vehicle trips per day _____________________________

Type of vehicles using facility _____________________________

Does the property have access from a state highway? ☑ YES ☐ NO
(If yes, review with Iowa Department of Transportation at (319) 365-3558.

Number of parking spaces provided __ NA __________

The following documents shall be attached:
- Proof of Insurance
- Minor Site Plan

www.linncounty.org/planning
<table>
<thead>
<tr>
<th>Owner Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Marietta Materials Real Estate Investments, Inc.</td>
</tr>
<tr>
<td>11252 Aurora Avenue</td>
</tr>
<tr>
<td>Des Moines, IA 50322</td>
</tr>
<tr>
<td>(515) 697-3425</td>
</tr>
<tr>
<td>John Bickel</td>
</tr>
<tr>
<td>2305 Hillcrest Drive SE</td>
</tr>
<tr>
<td>Cedar Rapids, IA 52403-4237</td>
</tr>
<tr>
<td>(319) 310-5718</td>
</tr>
</tbody>
</table>

Property Owner Consent

The undersigned is/are the owner(s) of the described property on this application, located in the unincorporated area of Linn County, Iowa, assuring that the information provided herein is true and correct. I hereby give my consent for the office of Linn County Planning and Development to conduct a site visit and photograph the subject property.

Martin Marietta Materials Real Estate Investments, Inc.

By: William J. Gahan
Name: William J. Gahan
Title: President – Midwest Division
Martin Marietta Materials, Inc.

Date: 5/3/19

John Bickel

Date: May 08, 2019
TRAFFIC CONTROL PLAN

1. Through traffic will be maintained at all times.

2. RESTRICTED WORK HOURS - NIGHT WORK REQUIRED WEST OF IVANHOE ROAD (MILEPOST 255.5)
   Lane closures west of Ivanhoe Road will be permitted ONLY from 6:00 p.m. to 6:00 a.m. beginning at 6:00 p.m. on Sunday and ending at 6:00 a.m. on Friday. Traffic control devices shall not be placed within the traveled way west of Ivanhoe Road before 6:00 p.m. and shall be removed from the traveled way by 6:00 a.m. each day.

3. RESTRICTED WORK HOURS - FROM IVANHOE ROAD TO EAST OF US 151 (MILEPOST 255.5 TO 259.8)
   Lane closures eastbound from Ivanhoe Road to east of US 151 will not be permitted from 2:00 p.m. to 6:00 p.m. Night work within these limits will be permitted.

4. Daytime lane closures will be permitted east of milepost 259.8. Night work will also be permitted.

5. Exit loops at the C Street interchange may be closed for work on the loops. Loop closures will be permitted ONLY from 6:00 p.m. to 6:00 a.m. Sunday night through Thursday night. The contractor shall provide the engineer with 72 hours advance notice of each anticipated loop closure. Only one loop may be closed at a time.
URBAN COUNTY COALITION
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made and entered into by and between Black Hawk County, Iowa; Dubuque County, Iowa; Johnson County, Iowa; Linn County, Iowa; and Scott County, Iowa (the “Counties”) to serve as a voluntary agreement to jointly develop, communicate, and advocate for issues of mutual interest to the Iowa General Assembly, the Executive Branch of the State of Iowa, and other appropriate agencies, departments and organizations, and to collaborate on strategic planning to jointly develop regional solutions to issues of mutual interest.

RECITALS

WHEREAS, the Counties are governmental jurisdictions vested with the authority to exercise any power and perform any function deemed appropriate to protect and preserve the rights, privileges, and property of their respective counties and residents, and to preserve and improve the peace, safety, health, welfare, comfort and convenience of their respective residents; and,

WHEREAS, the Counties acknowledge and agree that developing, communicating, and advocating for the interests of their respective counties and residents, and engaging in collaborative strategic planning to jointly develop regional solutions to issues of mutual interest is appropriate and prudent and will further and enhance their respective functions; and,

WHEREAS, the Counties agree they have mutual interest in issues deliberated on and regulated by the Iowa General Assembly, the Executive Branch of the State of Iowa, and other agencies, departments and organizations; and,

WHEREAS, the Counties desire to voluntarily collaborate on developing and advocating for issues of mutual interest and to collaborate on strategic planning to jointly develop regional solutions to issues of mutual interest.

NOW, THEREFORE, the Counties hereby agree as follows:

1. The Counties will continue as members of the Urban County Coalition ("Coalition").

2. Linn County will serve as the "lead agency" for the purpose of providing a legal entity for entering into any contracts or agreements for the benefit of the Coalition and will serve as the fiscal agent for the Coalition.

3. Linn County agrees to include in its contract with L&L Murphy Associates and Grant Consulting, LLC a section stating that L&L Murphy Associates and Grant Consulting, LLC will assist Linn County in maintaining the Coalition and will coordinate the activity of said organization.

4. Black Hawk, Johnson, and Scott Counties will each appoint two members of their Board of Supervisors, and Dubuque and Linn Counties will each appoint one member of their Board of Supervisors, to participate on the Coalition Steering Committee for the purpose of planning strategies and making recommendations for the operation of the Coalition, subject to the direction of their respective Boards of Supervisors.
5. Each County will designate a staff member to help facilitate the operation of the Coalition.

6. Each County will authorize signature by its chairperson to this Agreement and authorize payment of $25,000 in Fiscal Year 2020 and subsequent fiscal years for continued membership in the Coalition. Linn County agrees to provide monthly statements of membership dues owing and each County agrees to pay Linn County its membership dues within 30 days of receipt of a statement.

7. This Agreement is effective on the latest date of the signatures below and will automatically renew for subsequent one-year periods coinciding with the fiscal year unless a County, prior to the end of a current fiscal year, provides at least 30 (thirty) days written notice to the other Counties of its decision to withdraw from the Coalition.

8. This Agreement may be modified at any time by written agreement of the Counties.

9. Nothing in this Agreement shall be interpreted to limit or otherwise affect any authorities, powers, rights or privileges of the individual Counties.

IN WITNESS WHEREOF, Black Hawk County, Dubuque County, Johnson County, Linn County and Scott County have executed this Agreement on the dates set forth below:

**BLACK HAWK COUNTY**

by: ____________________________
    Chair, Board of Supervisors

Date: ____________________________

**LINN COUNTY**

by: ____________________________
    Chair, Board of Supervisors

Date: ____________________________

**DUBUQUE COUNTY**

by: ____________________________
    Chair, Board of Supervisors

Date: ____________________________

**SCOTT COUNTY**

by: ____________________________
    Chair, Board of Supervisors

Date: ____________________________

**JOHNSON COUNTY**

by: ____________________________
    Chair, Board of Supervisors

Date: ____________________________
CONSULTING AND ADVISORY SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of June, 2019 by and between Linn County, Iowa (“County”), located at 935 2nd Street SW, Cedar Rapids, Iowa 52404 and collectively L&L Murphy, Associates, located at 531 6th Street NW, Oelwein, Iowa, 50662 and Grant Consulting LLC, located at 1285 33rd Street SE, Cedar Rapids, Iowa 52401 (collectively “L&L/Grant”).

WHEREAS, the County is a political subdivision of the State of Iowa and is one of the several counties making up the State of Iowa, and is charged with duties, responsibilities and powers as provided for in the Constitution of the State of Iowa and the Code of Iowa; and,

WHEREAS, the development of said duties, responsibilities and powers will be furthered and enhanced through increased communication between the County and the General Assembly of the State of Iowa and the Executive Branch of the State of Iowa, and the United States Congress and the Executive Branch of the United States; and,

WHEREAS, the County and L&L/Grant propose to increase and improve communication between the County and the General Assembly of the State of Iowa and the Executive Branch of the State of Iowa, and the United States Congress and the Executive Branch of the United States through utilization of the services of L&L/Grant.

NOW THEREFORE, in consideration of the mutual promises and obligations hereinafter set forth, the parties, intending to be legally bound, hereby agree as follows:

1. NATURE OF SERVICES. L&L/Grant will perform consulting and advisory services on behalf of the County. As part of L&L/Grant’s services, L&L/Grant shall make suggestions, consult with the County, and perform such other services as may from time to time be required by the County. L&L/Grant shall register as lobbyists before the General Assembly of the State of Iowa and the Executive Branch the State of Iowa, and the United States Congress and the Executive Branch of the United States, as prescribed by law, to communicate and advocate the interests of the County concerning such issues and matters deemed by the County to affect and be of interest to its residents. This may include, but not be limited to, advocating for passage of funding streams and statutory language, legislation that will affect the discharge of the duties, responsibilities and powers of the County and the welfare of its residents. L&L/Grant will work in conjunction with the Board of Supervisors and other elected officials of the County, as well as other Linn County officers and employees as designated by the Board of Supervisors. L&L/Grant will coordinate with and report on a regular basis to the County designee. L&L/Grant will provide ongoing consultation with both the Board of Supervisors and its designee(s), as appropriate, to maximize legislative activity to achieve the goals set forth in this Agreement. L&L/Grant shall abide by the laws of the State of Iowa regarding registration, reporting, and disclosure requirements for individuals lobbying the legislature for compensation. L&L/Grant assumes responsibility for timely filing of all appropriate information for L&L/Grant, as the lobbying firm, and the County, as the client.

L&L/Grant will specifically assist the County in maintaining and expanding the Urban County Coalition and will coordinate the activity of said organization.

L&L/Grant will provide, in conjunction with the designated board members and staff, coordination and monitoring services for federal legislation of interest to the County and, when appropriate, coordinate activities with federal lobbying firms as directed by the County.
2. **TIME DEVOTED TO THE PROJECT.** In the performance of the services required by this Agreement, the services and hours L&L/Grant is to provide on any given day will be entirely within L&L/Grant’s control and the County will rely upon L&L/Grant to devote such time, or subcontract with appropriate services, as is reasonably necessary to fulfill the spirit and purpose of this Agreement.

3. **PAYMENT.** The County will pay L&L Murphy Consulting a total of Thirty Thousand Dollars ($30,000) and Gary Grant Consulting a total of Thirty Thousand Dollars ($30,000) in monthly installments upon submission of an invoice by L&L on behalf of L&L/Grant. Said payments include payment for Linn County’s participation in the Urban County Coalition.

4. **TERM AND RENEWAL.** This Agreement shall commence July 1, 2019 and shall terminate June 30, 2020. The County and L&L/Grant may renew this Agreement for an unlimited number of successive one-year terms. Such renewals will be negotiated upon terms mutually agreeable to the County and L&L/Grant.

5. **STATUS OF CONSULTANT.** This Agreement calls for the performance of services by L&L/Grant as independent contractors and L&L/Grant will not be considered employees of the County for any purpose. As independent consultants, L&L/Grant will advise the County about clients of L&L/Grant that may pose a conflict of interest with the interest(s) of the County.

6. **WARRANTY AND INDEMNIFICATION.** L&L/Grant represents and warrants that it is competent to perform the services specified in this Agreement. L&L/Grant agrees to defend, hold harmless and indemnify the County from any actions, claims, lawsuits, costs, or expenses (including attorney’s fees) arising out of work performed, or to be performed, by L&L/Grant pursuant to this Agreement.

7. **GOVERNING LAW.** This Agreement is governed by the laws of the State of Iowa, and all obligations are enforceable in accordance therewith.

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

LINN COUNTY, IOWA

L&L MURPHY, ASSOCIATES

GRANT CONSULTING, LLC

By: ___________________________  By: ___________________________  By: ___________________________
Stacey Walker, Chairperson  Larry Murphy  Gary Grant
Board of Supervisors  L&L Murphy, Associates  Grant Consulting, LLC

Date: ___________________________  Date: ___________________________  Date: ___________________________