

**BOARD OF SUPERVISORS**

District 1 | **Stacey Walker**

District 2 | **Ben Rogers**

District 3 | **Louis J. Zumbach**

**JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER**

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

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

LinnCounty.org



**LINN COUNTY BOARD OF SUPERVISORS  
MEETING AGENDA**

Monday, August 2, 2021

11 a.m.

Formal Board Room—Jean Oxley Public Service Center  
935 2nd St. SW, Cedar Rapids, IA

**Call to Order**

**Public Comment: Five Minute Limit per Speaker**

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

**Minutes**

Discuss and decide on meeting minutes.

Public hearing to determine whether Linn County will convey to Tom A. and Kimberly J. Sindelar, whatever interest Linn County may have in vacated right-of-way along a portion of Boy Scouts Road in section 17 described as Parcel A, Plat of Survey No. 2548.

Public Hearing and first consideration on an ordinance amending the Code of Ordinances, Linn County, Iowa by amending provisions in Chapter 107, Unified Development Code. Staff is proposing several text amendments to the UDC. The Iowa Department of Natural Resources has provided suggested updates to the Floodplain Overlay District regulations that will help ensure that the county continues to comply with the minimum requirements of the National Flood Insurance Program (NFIP).

Public hearing and first consideration for rezoning case JR21-0007, request to rezone property located in the 400 Block of Wilder Dr, 19-83-06, from the AG (Agricultural) zoning district to the RR2 (Rural Residential 2-Acre) zoning district, approximately 35.0 acres, STACO Corporation, owners.

Approve and authorize Chair to sign a Joint Funding Agreement between the US Geological Survey, United States Department of the Interior and Linn County for a Linn County contribution of \$2,880.00 in federal fiscal year 2022 for the continuing support, operation and maintenance of a stream gaging station on the Cedar River at Blairs Ferry Road at Palo, Iowa.

Discuss Memorandum of Agreement between the Conservation Board and the Board of Supervisors.

**Public Comment: Five Minute Limit per Speaker**

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

**Payroll Authorizations**

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

**Claims**

Discuss and decide on claims.

**Correspondence**

**Appointments**

## **Adjournment**

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



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

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**LINN COUNTY ORDINANCE # \_\_\_\_\_**  
**AN ORDINANCE AMENDING THE CODE OF ORDINANCES, LINN COUNTY, IOWA**  
**BY AMENDING PROVISIONS IN CHAPTER 107**

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

**SECTION 1. SEE ATTACHMENT A**

**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 2<sup>nd</sup> day of August, 2021

Second consideration on the 4<sup>th</sup> day of August, 2021

Third and final passage on the 11<sup>th</sup> day of August, 2021

Published in the Gazette on the \_\_\_\_ day of August, 2021

**LINN COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Supervisor

ATTEST:

\_\_\_\_\_  
Joel D. Miller, Linn County Auditor

STATE OF IOWA    )  
                          ) SS  
COUNTY OF LINN )

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

\_\_\_\_\_  
Linn County Auditor

Subscribed and sworn to me this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public, State of Iowa

## ATTACHMENT A

Text that is being deleted is shown as ~~striketrough~~; new or replacement language will be displayed as underlined text.

### ARTICLE VII, ZONING CLASSIFICATIONS, DENSITY, DIMENSIONAL STANDARDS AND ALLOWED USES, SECTION 107-144, - FLOODPLAIN OVERLAY DISTRICT:

#### 1. Title, Subsections (a) and (b):

Sec. 107-144. - Floodplain Overlay Districts.

- (a) *Purpose.* It is the purpose of the Floodplain Overlay Districts to promote the public health, safety, and general welfare by minimizing flood losses by adopting provisions designed to:
- (1) Reserve sufficient floodplain area for the conveyance of flood flows so that flood heights and velocities will not be increased substantially.
  - (2) Restrict or prohibit uses which are dangerous to health, safety or property in times of flood or which cause excessive increases in flood heights or velocities.
  - (3) Require that uses vulnerable to floods, including public utilities which serve such uses, be protected against flood damage at the time of initial construction or substantial improvement.
  - (4) Protect individuals from buying lands which are unsuited for intended purposes because of flood hazard.
  - (5) Ensure that property owners in the county maintain eligibility to purchase flood insurance through the national flood insurance program.
- (b) *Geographic location.* The Floodplain Overlay Districts shall apply to all lands within the jurisdiction of the county as shown on the flood insurance rate maps to be within the base flood elevation (BFE) boundaries.

#### 2. Subsection (e)(1)(m):

- m. Forward all requests for ~~floodway district~~ conditional use permits to the planning and zoning commission and board of adjustment.

#### 3. Subsection (e)(3) & (e)(3)(a)

- (3) ~~Floodway district Conditional uses, permits and variances requests.~~
- a. ~~Floodway district Conditional uses.~~ Requests for ~~floodway district~~ a conditional uses permit shall be submitted to the zoning administrator, who shall forward such to the board of adjustment for consideration. Such requests shall include information ordinarily submitted with applications as well as any additional information deemed necessary by the zoning administrator.

#### 4. Subsection (e)(3)(c)

- c. *Hearings and decisions of the board of adjustment.*
1. *Hearings.* Upon the filing of a request for ~~floodway district~~ a conditional use or a variance with the board of adjustment the board shall hold a public hearing. The board shall fix a reasonable time for the hearing and give public notice thereof, as well as due notice to parties in interest. At the hearing, any party may appear in person or by agent

or attorney and present written or oral evidence. The board may require the appellant or applicant to provide such information as is reasonably deemed necessary and may request the technical assistance or evaluation of a professional engineer or other expert person or agency, including the department of natural resources.

2. *Decisions.* The board of adjustment shall arrive at a decision on a ~~floodway district~~ conditional use or variance within a reasonable time. The board of adjustment may, so long as such action is in conformity with the provisions of this chapter, reverse or affirm, wholly or in part, or modify the order, requirement, decision, or determination appealed from, and it shall make its decision, in writing, setting forth the findings of fact and the reasons of its decision.
3. *Factors.* For a ~~floodway district~~ conditional use or variance application, the board of adjustment shall consider such factors as contained in this section and all other relevant sections of this chapter and may prescribe such conditions as contained in subsection (e)(3)c.4 of this section:
  - (i) The danger to life and property due to increased flood heights or velocities caused by encroachments.
  - (ii) The danger that materials may be swept on to other lands or downstream to the injury of others.
  - (iii) The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination and unsanitary conditions.
  - (iv) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
  - (v) The importance of the services provided by the proposed facility to the county board.
  - (vi) The requirements of the facility for a floodplain location.
  - (vii) The availability of alternate locations not subject to flooding for the proposed use.
  - (viii) The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.
  - (ix) The relationship of the proposed use to the comprehensive plan and floodplain management program for the area.
  - (x) The safety of access to the property in times of flood for ordinary and emergency vehicles.
  - (xi) The expected height, velocity, duration, rate of rise and sediment transport of the floodwater expected at the site.
  - (xii) Such other factors which are relevant to the purpose of this chapter.
4. *Conditions attached to ~~floodway district~~ conditional uses or variances.* Upon consideration of the factors listed above, the board of adjustment may attach such conditions to the granting of ~~floodway district~~ conditional uses or variances as it deems necessary to further the purpose of this chapter. Such conditions may include, but are not necessarily limited to:
  - (i) Modification of waste disposal and water supply facilities.
  - (ii) Limitation on periods of use and operation.

- (iii) Imposition of operational controls, sureties and deed restrictions.
- (iv) Requirements for construction of channel modification, dikes, levees, and other protective measures, provided such are approved by the department of natural resources and are deemed the only practical alternative to achieving the purposes of this chapter.
- (v) Floodproofing measures.

#### 5. Subsection (g)(5)(e)

- e. New ~~or~~and substantially improved structures. All new ~~or~~and substantially improved structures shall meet the following performance standards:
  1. Fully enclosed areas below the lowest floor (not including basements) that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or meet or exceed the following minimum criteria:
    - (i) A minimum of two openings, with positioning on at least two walls, having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
    - (ii) The bottom of all openings shall be no higher than one foot above grade.
    - (iii) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
    - (iv) The enclosed areas, shall be solely used for low damage potential uses such as parking of vehicles, limited storage, and/or access to the building.
    - (v) A non-conversion agreement shall be executed and recorded with the county recorder's office.
  2. New ~~or~~and substantially improved structures must be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
  3. New ~~or~~and substantially improved structures must be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork) elevated or floodproofed to at least two feet above the base flood elevation.
  4. New and substantially improved structures shall be constructed with plumbing, gas lines, water/gas meters and other similar service utilities either elevated (or in the case of non-residential structures, optionally floodproofed) to a minimum of two (2) feet above the base flood elevation or designed to be watertight and withstand inundation to such a level.

#### 6. Subsection (g)(5)(f)

- f. ~~Factory-built homes:- All new and substantially improved factory-built homes including those placed in existing factory-built home parks or subdivisions shall be anchored to resist flotation, collapse, or lateral movement, and shall be elevated on a permanent foundation such that the lowest floor of the structure is a minimum of two feet above the base flood~~

~~elevation. Anchorage systems may include, but are not limited to, use of over-the-top or frame ties to ground anchors as required by the State Building Code.~~

1. All new and substantially improved factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be elevated on a permanent foundation such that the lowest floor of the structure is a minimum of two (2) feet above the base flood elevation.
2. All new and substantially improved factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be anchored to resist flotation, collapse, or lateral movement. Anchorage systems may include, but are not limited to, use of over-the-top or frame ties to ground anchors as required by the State Building Code.

#### **7. Subsection (g)(5)(k)**

- k. Subdivisions. Subdivisions (including factory-built home parks and subdivisions) shall be consistent with the need to minimize flood damages and shall have adequate drainage provided to reduce exposure to flood damage. Development associated with subdivision proposals (including the installation of public utilities) shall meet the applicable performance standards. Subdivision proposals intended for residential development shall provide all lots with a means of vehicular access that will remain dry during occurrence of a base flood. All ~~p~~Proposals for subdivisions shall include base flood elevation data for those areas located within the floodway fringe district. All subdivisions must comply with article IV, development review processes and requirements.

#### **8. Subsection (i)**

- (i) Performance standards for recreational vehicles in all floodplain overlay districts. Recreational vehicles may not be parked on-site for more than 180 days in a calendar year and must be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on wheels or a jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions. Recreational vehicles on site for more than 180 days and not ready for highway use shall be considered factory-built homes and must comply with section 107-44(g)5.f.

#### **9. Subsection (j)**

- (j) ~~Nonconforming Uses—All Floodplain overlay districts~~. A structure or the use of a structure or premises which was lawful before the passage or amendment of this ordinance, but which is not in conformity with the provisions of this ordinance, may be continued subject to the following conditions:

#### **ALTERNATIVES:**

The following alternatives may be considered regarding the proposed UDC text amendments:

1. Recommend approval of the proposed amendments.
2. Recommend denial of the proposed amendments.
3. Refer the proposed amendments back to the staff for additional review/information.

#### **STAFF RECOMMENDATION:**

Staff recommends Alternative 1, recommend approval of the proposed UDC text amendments.



# United States Department of the Interior

U.S. GEOLOGICAL SURVEY

CENTRAL MIDWEST WATER SCIENCE CENTER

MISSOURI

ILLINOIS

IOWA

1400 Independence Rd. MS100  
Rolla, MO 65401

405 N. Goodwin Ave.  
Urbana, IL 61801

400 S. Clinton St. Rm 269  
Iowa City, IA 52240

July 20, 2021

Mr. Charlie Nichols  
Director  
Linn County Planning Department  
935 Second St SW First Floor  
Cedar Rapids, IA 52404

Dear Mr. Nichols:

Attached is our standard joint-funding agreement for the operation and maintenance of one streamgaging station on the Cedar River at Blairs Ferry Road in Palo, IA, for the period October 1, 2021 through September 30, 2022 in the amount of \$2,880 from your agency. U.S. Geological Survey contributions for this agreement are \$1,920 for a combined total of \$4,800. Please sign and return one fully-executed original to Alex D. Arduser via email at [aarduser@usgs.gov](mailto:aarduser@usgs.gov).

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2021**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Jon Nania by phone number (319) 358-3655 or email [jfnania@usgs.gov](mailto:jfnania@usgs.gov) to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Alex Arduser at phone number (319) 358-3656 or email at [aarduser@usgs.gov](mailto:aarduser@usgs.gov).

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Jon F. Nania  
Deputy Director, Central Midwest WSC

Enclosure  
22NEJFA115

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of the October 1, 2021, by the U.S. GEOLOGICAL SURVEY, Central Midwest Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Linn County Planning Department party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation, **the operation and maintenance of one streamgaging station on the Cedar River at Blairs Ferry Road in Palo, IA**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$1,920 by the party of the first part during the period October 1, 2021 to September 30, 2022
- (b) \$2,880 by the party of the second part during the period October 1, 2021 to September 30, 2022
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Customer #: 600001603  
Agreement #: 22NEJFA115  
Project #: NE009KT  
TIN #: 42-6004338

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

**USGS Technical Point of Contact**

Name: Jon Nania  
Supervisory Hydrologist  
Address: 400 S Clinton St Rm 269  
Iowa City, IA 52240  
Telephone: (319) 358-3655  
Fax: (319) 358-3606  
Email: jfnania@usgs.gov

**Customer Technical Point of Contact**

Name: Charlie Nichols  
Director  
Address: 935 Second St SW First Floor  
Cedar Rapids, IA 52404  
Telephone: (319) 892-5139  
Fax:  
Email: charlie.nichols@linncounty.org

**USGS Billing Point of Contact**

Name: Alex Arduser  
Budget Analyst  
Address: 400 S Clinton St Rm 269  
Iowa City, IA 52240  
Telephone: (319) 358-3656  
Fax: (319) 358-3606  
Email: aarduser@usgs.gov

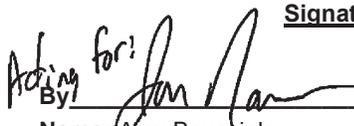
**Customer Billing Point of Contact**

Name: Charlie Nichols  
Director  
Address: 935 Second St SW First Floor  
Cedar Rapids, IA 52404  
Telephone: (319) 892-5139  
Fax:  
Email: charlie.nichols@linncounty.org

U.S. Geological Survey  
United States  
Department of Interior

Linn County Planning Department

Signature

Acting for:   
By \_\_\_\_\_ Date: 07/20/2021  
Name: Amy Beussink  
Title: Director, Central Midwest WSC

Signatures

By \_\_\_\_\_ Date: \_\_\_\_\_

Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_

Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_

Name:  
Title:

Linn County Planning Department  
Attachment for 22NEJFA115  
10/1/2021 to 9/30/2022

**SURFACE WATER**

<b>SITE NUMBER &amp; DESCRIPTION</b>	<b>FUNDS</b>		
	<b>USGS</b>	<b>COOP</b>	<b>TOTAL</b>
05464420 Cedar River at Blairs Ferry Road at Palo, IA Full Range Streamflow Station	\$1,920	\$2,880	<b>\$4,800</b>
	<b>Total:</b>	<b>\$1,920</b>	<b>\$2,880</b>
			<b>\$4,800</b>
	<b>GRAND TOTAL:</b>	<b>\$1,920</b>	<b>\$2,880</b>
			<b>\$4,800</b>



## **MEMORANDUM OF AGREEMENT**

**WHEREAS**, the Linn County Board of Supervisors ("Supervisors") and the Linn County Conservation Board are desirous of entering into an agreement formalizing the relationship between the parties concerning the discharge of duties and responsibilities as public employer of employees working in the Linn County Conservation Department, and

**WHEREAS**, the Supervisors and the Linn County Conservation Board are desirous of continuing the efficient and economical discharge of the aforementioned duties and responsibilities to employees working in the Linn County Conservation Department through utilization of the services of the Linn County Human Resources Department, and

**WHEREAS**, the Supervisors and the Linn County Conservation Board are desirous of accomplishing the aforementioned objectives while accommodating the existing policies, practices and established working relationships between the parties as well as provisions of the Code of Iowa pertaining to public employees.

### **NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. The Supervisors and Conservation Board hereby agree that the Conservation Board specifically reserves all powers pursuant to Section 137.6, Code of Iowa, save only those powers necessary to comply with Chapter 20, Code of Iowa, by reason of Conservation Board and Linn County employees being members of combined bargaining units.

2. The Supervisors and Conservation Board agree that the Conservation Board utilize the services of the Linn County Human Resources Department, including but not

limited to the Linn County Human Resources Director, in the discharge of the duties and responsibilities of a public employer in the state of Iowa as concerns employees working in the Linn County Conservation Department.

3. The Conservation Board hereby adopts the Linn County Employee Handbook, as periodically updated, revised by the Supervisors, and approved by the Conservation Board for application to employees working in the Linn County Conservation Department in the same manner and to the same extent as said handbook is applied to all employees of Linn County, Iowa. Should the Conservation Board desire changes to said handbook, such changes shall be presented to the Supervisors for consideration.

4. The Supervisors hereby acknowledge that the Conservation Board retains all the duties and authority of a public employer in the State of Iowa concerning all employees working in the Linn County Conservation Department who are not bargaining unit members as determined by the Iowa Public Employment Relations Board and are not covered by collective bargaining agreements between Linn County, Iowa, and American Federation of State, County and Municipal Employees, AFL-CIO, Local 231.

5. The Conservation Board hereby adopts the Linn County, Iowa, Policies and Procedures for Management and Confidential Personnel Manual, as periodically updated, revised, and approved by the Conservation Board for application to all employees working in the Linn County Conservation Department who are not bargaining unit members as determined by the Iowa Public Employment Relations Board and who are not covered by collective bargaining agreements between Linn County, Iowa, and American Federation of State, County and Municipal Employees, AFL-CIO, Local 231, in

the same manner and to the same extent as said manual is applied to employees of Linn County, Iowa, with the exception that where said manual refers to the Linn County Board of Supervisors, the Linn County Conservation Board shall be substituted. Modifications to said manual may be offered by the Conservation Board to the Supervisors on a periodic basis. Suggested modifications not accepted by the Supervisors may be placed in said manual by the Conservation Board for application only to employees working in the Linn County Conservation Department who are not bargaining unit members as determined by the Iowa Public Employment Relations Board and who are not covered by collective bargaining agreements between Linn County, Iowa, and American Federation of State, County, and Municipal Employees, AFL-CIO, Local 231.

6. The Supervisors and the Conservation Board hereby reaffirm that employees working in the Linn County Conservation Department who are bargaining unit members as determined by the Iowa Public Employment Relations Board are covered by collective bargaining agreements between Linn County, Iowa, and American Federation of State, County and Municipal Employees, AFL-CIO, Local 231. The Supervisors and the Conservation Board agree that in so far as department operational concerns can be accommodated in the provisions of the aforementioned collective bargaining agreements, and their administration, the Supervisors shall endeavor, whenever reasonable and appropriate, to accomplish such Conservation Board objectives.

The Supervisors and Conservation Board agree that concerning fiscal responsibilities placed upon the Conservation Board by virtue of the collective bargaining agreements between Linn County, Iowa, and American Federation of State, County and

Municipal Employees, AFL-CIO, Local 231, the Conservation Board shall be treated by the Supervisors in the budget and appropriation process as regards such fiscal responsibilities as are treated other departments and offices of elected officials of Linn County, Iowa.

7. The term of this agreement shall be one (1) year from the date of its execution by the parties. The agreement shall renew for successive one (1) year terms unless either party provides notice in writing to the other party not less than sixty (60) days prior to expiration of the initial or a successive term of this agreement.

Further, termination of this agreement shall not affect the rights of the parties, nor American Federation of State, County and Municipal Employees, AFL-CIO, Local 231, concerning the collective bargaining agreements between Linn County, Iowa, and American Federation of State, County and Municipal Employees, AFL-CIO, Local 231, and the composition of bargaining units under said collective bargaining agreements, then in effect, as determined by the Iowa Public Employment Relations Board.

DATED at Cedar Rapids, Linn County, Iowa, this \_\_\_\_ day of \_\_\_\_\_, 2021.

LINN COUNTY CONSERVATION BOARD LINN COUNTY, IA BOARD OF SUPERVISORS



CHAIRPERSON

CHAIRPERSON