Call to Order

Pledge of Allegiance

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

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

Approve updates to COVID19 Paid Leave Summary, Travel Restrictions and Teleworking Policy effective October 28, 2020

Resolutions

Resolution Abating Taxes and Directing the County Treasurer to Strike the Amount Due from the County System

Contract and Agreements

Approve and authorize Chair to sign a contract for $3,480 between Linn County and Ilten’s for “Storm 20” HVAC repairs at the Linn County Courthouse.

Approve and authorize Chair to sign a contract for $14,000 between Linn County and Modern Sheet Metal for “Storm 20” HVAC repairs at the Linn County Correctional Center.

Approve and authorize Chair to sign an Amendment No. 1 to the Farm Management Agreement between Linn County, Iowa and The Sustainable Iowa Land Trust (SILT)

Award bid and authorize Chair to sign a contract for an archaeological survey to be completed for bridge #1053 on Bertram Road to Bear Creek Archeology, Inc. in the amount of $6,640.00.

Approve and sign Iowa Department of Transportation (IDOT) Preconstruction Agreement No. 2021-C-027 for Project No. NHSN-151-3(172)—2R-57. Linn County will participate in paving secondary road approaches at county road intersections along Hwy 151 between Hwy 13 and Hwy 1 in the estimated amount of $51,000.

Approve and authorize Chair to sign a purchase order #5669 for $8,958.00 to ThinkSafe for the purchase of 6 Automated External Defibrillator machines (AED’s) for the Correctional Center.

Licenses & Permits

Approve retroactive to October 26, 2020, a Cigarette Permit for TS, LLC (Troy Store) in Troy Mills, noting all conditions have been met.
Approve retroactive to October 26, 2020, a Liquor License for T.S., LLC (Troy Store) in Troy Mills, noting all conditions have been met.

**Regular Agenda**

**Discuss and Decide on Consent Agenda**

**Minutes**
Discuss and decide on meeting minutes.

Discuss and decide on actions related to the storm of August 10, 2020

Update on Linn County’s response to COVID-19

Set public hearing to be Monday November 23, 2020 at 11:00am to rename the following roads:
- Squaw Creek Road to Wanatee Creek Road
- Squaw Creek Circle to Wanatee Creek Circle
- Squaw Lane to Wanatee Lane
- Squaw Ridge Road between S 31st St and Lakeside Rd to S 22nd St
- Squaw Ridge Road between Lakeside Road and Cottage Grove Parkway to Lakeside Road
- Cottage Grove Parkway between Squaw Ridge Road and Hwy 13 to Lakeside Road

Second consideration for an ordinance amending the Code of Ordinances, Linn County, Iowa by amending provisions in [Chapter 10 Article VII Relating to Control of Lead-Based Paint](#).

Authorize negotiations with Ahmann Companies to act as Dows Farm Agri-Community master developer

Discuss and decide on Resolution establishing rate of compensation for precinct election officials.

**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.

**Claims**
Discuss and decide on claims.

**Board Member Reports**

**Correspondence**

**Appointments**

**Adjournment**

To adhere to social distancing requirements, Linn County employees and the public may participate in this meeting as follows:

1) Conference call—telephone number 1-800-945-0974, access code 501116
2) Email questions or comments prior to or during the meeting to: [bd-supervisors@linncounty.org](mailto:bd-supervisors@linncounty.org)

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).
RESOLUTION NO. 2020 –
A RESOLUTION ABATING TAXES

WHEREAS, the Linn County Finance Director recommends that, based on a review of delinquent taxes by the County Treasurer, tax assessments that are unlikely to be collected should be removed from outstanding delinquent taxes in the County’s property tax system; and,

WHEREAS, the Board of Supervisors is empowered pursuant to Iowa Code Section 445.16 to abate taxes on the recommendation of the Treasurer; and,

WHEREAS, the Board of Supervisors has received a written recommendation from the Treasurer that certain tax amounts currently outstanding are impractical to pursue for collection through available remedies due to the age of the assessment, the removal, destruction, or other loss of the assessed property, bankruptcy of the taxpayer, the acquisition of real property by governmental bodies, etc.; and,

WHEREAS, the Treasurer provided descriptions of assessments, which should be abated, and which are set out in Exhibit A to this resolution.

NOW, BE IT THEREFORE RESOLVED by the Linn County Board of Supervisors, Linn County, Iowa, this date met in lawful session that the taxes assessed against the real property listed in Exhibit A, attached hereto and made part of this resolution, in the total amount of $38,246.83 are hereby are abated.

BE IT FURTHER RESOLVED, the Board of Supervisors directs the County Treasurer to strike the amounts set out in the attached Exhibit A from the County property tax system.

PASSED AND APPROVED this _______ day of October 2020.

LINN COUNTY BOARD OF SUPERVISORS

Ben Rogers, Chair

Brent Oleson, Vice Chair

Stacey Walker, Supervisor
ATTEST:

________________________________________
Joel Miller, Linn County Auditor

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

_____ Aye, _____ Nay, and ______ Abstained from Voting.

________________________________________
Joel Miller, Linn County Auditor

State of Iowa
County of Linn

This instrument was acknowledged before me on the _____ day of _____________ 2020 by Joel Miller as Linn County Auditor.

________________________
Notary Public, State of Iowa

My commission expires: __________________________
EXHIBIT A

Parcel 192045200100000 – City of Cedar Rapids owns, Eastern Iowa Airport land acquisition. Prorated tax from the closing was applied. Abate balance of 377.65, the tax for time after Cedar Rapids took ownership.

Parcel 192045100100000 – City of Cedar Rapids owns, Eastern Iowa Airport land acquisition. Prorated tax from the closing was applied. Abate balance of 1105.79, the tax for time after Cedar Rapids took ownership.

Parcel 192047800500000 – 8840 6th St SW – City of Cedar Rapids owned for Eastern Iowa Airport expansion. Prorated tax from the closing was applied. Abate balance of $1050.90

Parcel 141917601400000 – 2109 O Ave SW - City of Cedar Rapids owns, acquired for O Ave NW street improvements. Prorated tax from the closing was applied. Abate balance of $1312.00.

Parcel 143422701800000 – 78 22nd Ave SW - City of Cedar Rapids owned for Flood Control System. Seller proration was applied. Abate balance of $1140.00

Parcel 141145700600000 – 409 30th Street Dr SE – City of Cedar Rapids owned for Flood Control System. Proration was applied. Abate balance of $1475.00

Parcel 143422701900000 – 74 22nd Ave SW – City of Cedar Rapids owned for Flood Control System. Seller proration was applied. Abate balance of $914.00

Parcel 143422701700000 – 80 22nd Ave SW – City of Cedar Rapids, owned for Flood Control System. Seller proration was applied. Abate balance of $1377.00

Parcel 142831100200000 – 207 10th Ave SW, purchased by Linn County. Prorated tax from the closing was applied. Abate balance of $616.09, the tax for time after Linn County took ownership.

Parcel 142830900200000 – Vacant Alley by 207 10th Ave SW, purchased by Linn County. Prorated tax from the closing was applied. Abate balance of $169.00, the tax for the time after Linn County took ownership.

Parcel 142830900102000 – 902 2nd St SW, purchased by Linn County. Prorated tax from the closing was applied. Abate balance of $903.28, the tax for the time after Linn County took ownership.

Parcel 190935100500000 – 5815 4th St SW purchased for Linn County LIFTS. Prorated tax from the closing was applied. Abate balance of 21988.72.

Parcel 150621900100000 – 2097 6th Ave, Marion. City of Marion purchased a portion of this property. The other owner paid the tax on the retained portion. Abate the portion owned by City of Marion for road right-of-way of $3142.40

Parcel 150621800100000 – 2245 6th Ave, Marion. City of Marion purchased for road right-of-way. The owner paid the tax on the retained portion. Abate the portion owned by City of Marion of $863.00

Parcel 150621800200000 – 597 21st St, Marion. City of Marion purchased portion for road right-of-way. The owner paid the tax on the retained portion. Abate the portion owned by the City of Marion of $1578.00
Resolution 2020 -

Parcel 201613101200000 – vacated alleyway in Fairfax. This was a parcel that has been listed as Unknown owner for 45 years. Upon Assessor’s investigating, it was found that this parcel was indeed sold to Linn County back in 1974. It should be exempt from taxes. Abate $167.00

Parcel 150512600103222 – Deck at 38 Ash Drive, Marion in a mobile home park that was removed and relocated to Jasper County in June 2019. It is impractical to pursue payment. Abate balance of $20.00

Parcel 103340100203169 – Deck and Shed at 1475 Blackhawk Drive, Marion in a mobile home park. The deck and shed were removed as part of Forcible Entry & Detainer court order of December 2019. Abate balance of $47.00
Amendment No. __
Farm Management Agreement Between
Linn County, Iowa
and
The Sustainable Iowa Land Trust (SILT)

Amendment made on the 28th day of October 2020, between Linn County, Iowa and The Sustainable Iowa Land Trust.

**Article III Compensation** is amended by adding new Section A.1 as follows:

1. **Exhibit C. Compensation Schedule** shall be updated annually. Total annual compensation shall not exceed $12,000 unless as provided in **Section III B**.

**Article IV Term** is amended to read:

The term of this Agreement will commence on August 5, 2020 and, unless extended by written agreements between the parties, will expire on the earlier to occur of June 30, 2021 or October 31, 2023, or any event stated in **Section V**. This Agreement may be extended as agreed to in writing by the parties, not later than 30 days preceding the applicable expiration date of this Agreement. During any extension term, all provisions of this Agreement will continue to apply except as modified in any written agreement extending this term. Any reference to the terms of this Agreement will include any extension term.

WITNESS our signatures as of the day and date first above stated.

___________________________________
Chair, Linn County Board of Supervisors

___________________________________
Executive Director, Sustainable Iowa Land Trust
## Phase 1 Archaeological Survey
**Bridge 1053 - Bertram Road**
10/26/2020

<table>
<thead>
<tr>
<th>No.</th>
<th>Product</th>
<th>Qty</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Total Price</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bridge 1053 - Bertram Road</td>
<td>1</td>
<td>ea</td>
<td>$6,640.00</td>
<td>$6,640.00</td>
<td>NO BID</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$6,640.00</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**Bear Creek Archeology, Inc.**
24091 York St. PO Box 347
Cresco, IA 52136

[Contact Details]

**Tallgrass Archaeology LLC**
2460 S Riverside Dr
Iowa City, IA 52246

[Contact Details]
Quotations are to be submitted to the Linn County Engineer’s Office, 1888 County Home Road, Marion, Iowa, by fax to (319)892-6419 or e-mail to nichole.brown@linncounty.org.

Contact Garret Reddish at 892-6400 with any questions.

Quotations accepted at the above address until 3:00 p.m. on Friday October 23, 2020.

If you do not wish to provide a quote please return the quotation form with “No Bid” written across the page.

Summary:
Linn County is seeking quotes for qualified applicants to conduct a Phase 1 Archaeological Survey of the following bridge:

- Bridge 1053 Bertram Road (see attached sheet for location)

The unit price shall be considered full compensation for all work associated with providing a Phase 1 Archaeological Survey.

The final reports shall be submitted to the Linn County Engineer’s Office by Friday, November 20, 2020.

<table>
<thead>
<tr>
<th>Phase 1 Arch. Survey</th>
<th>Quantity</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge 1053 - Bertram Road</td>
<td>1</td>
<td>$6,640.00</td>
</tr>
</tbody>
</table>

Bear Creek Archeology, Inc.

October 6, 2020

Date

563-547-4545

Telephone

563-547-5403

Fax Number

Derek@BearCreekArcheology.com

E-Mail

Derek V. Lee

Contact Name (printed)

Signature in ink

24091 York St.  P.O. Box 347

Address

Cresco, IA 52136

City, State & Zip
LINN COUNTY SECONDARY ROAD DEPARTMENT  
1888 COUNTY HOME ROAD, MARION, IOWA 52302  
Request for Quotes: Phase 1 Archaeological Survey

Quotations are to be submitted to the Linn County Engineer’s Office, 1888 County Home Road, Marion, Iowa, by fax to (319)892-6419 or e-mail to nichole.brown@linncounty.org.

Contact Garret Reddish at 892-6400 with any questions.

Quotations accepted at the above address until 3:00 p.m. on Friday October 23, 2020.

If you do not wish to provide a quote please return the quotation form with “No Bid” written across the page.

Summary:
Linn County is seeking quotes for qualified applicants to conduct a Phase 1 Archaeological Survey of the following bridge:

- Bridge 1053 Bertram Road (see attached sheet for location)

The unit price shall be considered full compensation for all work associated with providing a Phase 1 Archaeological Survey.

The final reports shall be submitted to the Linn County Engineer’s Office by Friday, November 20, 2020.

<table>
<thead>
<tr>
<th>Phase 1 Arch. Survey</th>
<th>Quantity</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge 1053 - Bertram Road</td>
<td></td>
<td>NO BID</td>
</tr>
</tbody>
</table>

Tallgrass Archaeology LLC  
Company

October 6, 2020  
Date

319-354-6722  
Telephone

Fax Number

Irogerstallgrass@gmail.com  
E-Mail

Leah Rogers  
Contact Name (printed)

Signature in ink

2460 S. Riverside Drive  
Address

Iowa City, IA 52246  
City, State & Zip
This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Linn County, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to U.S. 151 within Linn County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information
   a. The DOT will design, let, and inspect construction of the following described project in accordance with the project plans and DOT standard specifications:
      Hot Mix Asphalt (HMA) Resurfacing on U.S. 151 from Iowa 13 to Iowa 1. See Exhibit A for location.
   b. Paving of granular secondary road approaches beyond 10 feet from the edge of the primary road pavement shall be 100% LPA cost based on the estimated quantities as shown on Exhibit B.

2. Project Costs
   a. The LPA shall reimburse the DOT for its share of the project costs estimated at $51,000, as shown in Exhibit B. The amount paid by the LPA upon completion of construction and proper billing by the DOT will be determined by the actual quantities in place and the accepted bid at the contract letting.
   b. The DOT will bear all costs except those allocated to the LPA under other terms of this Agreement.

3. Traffic Control
   a. U.S. 151 through-traffic will be maintained during the construction.
   b. If it becomes necessary to temporarily close LPA side roads during construction, the DOT will furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the project also at no expense or obligation to the LPA. The DOT will work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project related LPA road closures will be the responsibility of the LPA all at no expense or obligation to the DOT.
c. If this project causes the temporary closure of a road during construction, the DOT shall meet with the LPA to determine whether said closure(s) will cause increased traffic on other LPA roads. The DOT and the LPA shall determine a plan, and the costs thereof, for the LPA to perform dust control on said LPA roads with increased traffic, should dust control become necessary. In that event, the LPA shall inform the DOT prior to performing said dust control. The DOT shall reimburse the LPA for the cost of said dust control measures following the receipt of a bill for the agreed upon costs (see Iowa Code section 313.4 subsection 1.b.).

4. Right of Way and Permits

a. The DOT will be responsible for the coordination of utility facility adjustments for the primary road project.

5. Construction & Maintenance

a. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.

b. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in Instructional Memorandum 7.110.


a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.

b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.

c. It is the intent of both parties that no third party beneficiaries be created by this Agreement.

d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.

e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.

f. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.
IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2021-C-027 as of the date shown opposite its signature below.

BOARD OF SUPERVISORS OF LINN COUNTY:

By: ________________________________ Date______________________________, 20___.
    Chairperson

ATTEST:

By: ________________________________
    County Auditor

IOWA DEPARTMENT OF TRANSPORTATION:

By: ________________________________ Date______________________________, 20___.
    James Schnoebelen
    District Engineer
    District 6
Project Location/Map
Paved Fillet Locations •

Begin Project
MP 37.80

End Project
MP 48.82
<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
<th>Quantity</th>
<th>Price</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excavation, Class 13</td>
<td>CY</td>
<td>230</td>
<td>$30</td>
<td>$6,900</td>
</tr>
<tr>
<td>HMA Base Mix</td>
<td>Ton</td>
<td>293</td>
<td>$40</td>
<td>$11,720</td>
</tr>
<tr>
<td>HMA Intermediate Mix</td>
<td>Ton</td>
<td>146</td>
<td>$40</td>
<td>$5,840</td>
</tr>
<tr>
<td>HMA Surface</td>
<td>Ton</td>
<td>150</td>
<td>$40</td>
<td>$6,000</td>
</tr>
<tr>
<td>Asphalt Binder</td>
<td>Ton</td>
<td>34</td>
<td>$600</td>
<td>$20,400</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$50,860</strong></td>
</tr>
</tbody>
</table>
DATE SET FOR HEARING

Moved by Supervisor ____________________________________________________________
Seconded by Supervisor __________________________________________________________
that the __23rd__ day of __November__, 2020 at ____11:00__ A.M. be set as date for the hearing
on renaming the following roads:

- Squaw Creek Road to Wanatee Creek Road
- Squaw Creek Circle to Wanatee Creek Circle
- Squaw Lane to Wanatee Lane
- Squaw Ridge Road between S 31st St and Lakeside Rd to S 22nd St
- Squaw Ridge Road between Lakeside Road and Cottage Grove Parkway to Lakeside Road
- Cottage Grove Parkway between Squaw Ridge Road and Hwy 13 to Lakeside Road

Dated this ___________ day of _____________________________, 20__.

___________________________________
BOARD OF SUPERVISORS
LINN COUNTY, IOWA
Proposed Road Name Changes

- Squaw Creek Rd
- Cottage Grove Pkwy
- Lakeside Rd
- Squaw Creek Cir
- Squaw Ridge Rd
- S 22nd St
- S 31st St
- Squaw Ln
- Squaw Ln
- Lakeside Rd
- Squaw Ridge Rd
- Squaw Creek Rd
- S 22nd St
- S 31st St
- Squaw Ln
- Squaw Ln

- Rename to Squaw Creek Rd
- Rename to Cottage Grove Pkwy
- Rename to Lakeside Rd
- Rename to Squaw Creek Cir
- Rename to Squaw Ridge Rd
- Rename to S 22nd St
- Rename to S 31st St
- Rename to Squaw Ln
- Rename to Squaw Ln

Southbound traffic stops. East-West traffic does not stop.

Cedar Rapids

Marion

Wanatee Park

Wanatee Creek Rd

Current Time: 10/21/2020 7:48 AM
ORDINANCE NO.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, LINN COUNTY, IOWA BY AMENDING PROVISIONS IN CHAPTER 10 ARTICLE VII RELATING TO CONTROL OF LEAD-BASED PAINT

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

SECTION 1. SECTION MODIFIED. Chapter 10, Article VII, Section 10-240 of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:

Sec. 10-240. - Purpose.

(a) To protect the health, welfare and safety of the residents of Linn County, Iowa by requiring control of lead-based paint hazards:

(1) Where a child has been identified with an elevated blood lead level; or

(2) When any act, failure to act, or condition creates a hazard to one or more persons.

(3) When any act creates a hazard to the environment.

SECTION 2. SECTION MODIFIED. Chapter 10, Article VII, Section 10-242 of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:

Sec. 10-242. - Definitions.

[The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning;]

Certified elevated blood lead (EBL) inspector/risk assessor means a person who has met the requirements of 641 IAC 70.5(135) for certification or interim certification and who has been certified by the Iowa Department of Public Health.

Chewable surface means an interior or exterior surface painted with lead-based paint that a young child can mouth or chew.

Child-occupied facility means a building, or portion of a building, constructed prior to 1978, visited by the same child under the age of six years on at least two different days within any week, Sunday through Saturday period, provided that each day’s visit lasts at least three hours and the combined weekly visits last at least six hours. Child-occupied facilities may include, but are not limited to, day care centers, preschools and kindergarten classrooms.

Clearance testing means an activity conducted following interim controls, lead abatement, paint stabilization, standard treatments, ongoing lead-based paint maintenance, or rehabilitation to determine that the hazard reduction activities are complete. Clearance testing includes a visual assessment, the collection and analysis of environmental samples, the interpretation of sampling results, and the preparation of a report.

Certified firm means Linn County Public Health, which employs certified lead professionals and has met the requirements of 641 IAC 70.7(135) for certification, and has been certified by the Iowa Department of Public Health.

Deteriorated paint means any interior or exterior paint or other coating that is cracking, flaking, chipping, peeling, or chalking, or any paint or coating located on an interior or exterior surface that is otherwise damaged or separated from the substrate of a building component.

Dripline means the area within three feet surrounding the perimeter of a building.
Dust-lead hazard means surface dust in residential dwellings or child-occupied facilities that contains a mass-per-area concentration of lead greater than or equal to 10 micrograms per square foot on floors, 100 micrograms per square foot on interior windowsills, and 400 micrograms per square foot on window troughs based on wipe samples. A dust-lead hazard is present in a residential dwelling or child-occupied facility when the weighted arithmetic mean lead loading for all single-surface or composite samples of floors and interior windowsills is greater than or equal to 10 micrograms per square foot on floors, 100 micrograms per square foot on interior windowsills, and 400 micrograms per square foot on widow troughs based on wipe samples. A dust-lead hazard is present on floors, interior windowsills, or window troughs in an unsampled residential dwelling in a multifamily dwelling if a dust-lead hazard is present on floors, interior windowsills, or window troughs, respectively, in at least one sampled residential unit on the property. A dust-lead hazard is present on floors, interior windowsills, or window troughs in an unsampled common area in a multifamily dwelling if a dust-lead hazard is present on floors, interior windowsills, or window troughs, respectively, in at least one sampled common area in the same common area group on the property. If dust samples are not taken, it may be assumed that surfaces in rooms with hazardous lead-based paint, or where renovation, remodeling, or repainting has occurred recently are dust-lead hazards.

Elevated blood lead (EBL) child means any child who has had one venous blood lead level greater than or equal to 20 micrograms per deciliter or at least two venous blood lead levels of 15 to 19 micrograms per deciliter.

Elevated blood lead (EBL) inspection means an inspection to determine the sources of lead exposure for an elevated blood lead (EBL) child, and the provision within ten working days of a written report explaining the results of the investigation to the property owner and occupant of the residential dwelling or child-occupied facility being inspected and to the parents or legal guardians of the EBL child. A EBL inspector/risk assessor shall not determine that a residential dwelling is free of lead-based paint as a result of an EBL inspection.

Friction surface means an interior or exterior surface that is subject to abrasion or friction including, but not limited to, certain window, floor, and stair surfaces.

Hazard means any lead source nuisance that the health officer considers dangerous or detrimental to life or health of children under six years of age, or other persons.

Hazardous lead-based paint means lead-based paint that is present on a friction surface where there is evidence of abrasion or where the dust-lead level on the nearest horizontal surface underneath the friction surface (e.g., the windowsill or floor) is equal to or greater than the dust-lead hazard level, lead-based paint that is present on an impact surface that is damaged or otherwise deteriorated from impact, lead-based paint that is present on a chewable surface, or any other deteriorated lead-based paint in any residential building, other structures on property or child-occupied facility or on the exterior of a residential building, other structures on property, or child-occupied facility.

Health officer means an authorized representative of the Linn County Board of Health who has met the requirements of 641 IAC 70.5(135).

Impact surface means an interior or exterior surface that is subject to damage by repeated sudden force such as certain parts of doorframes.

Lead-based paint means any paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram of lead per square centimeter or more than 0.5 percent by weight. Lead-based paint is present on any surface that is tested and found to contain lead equal to or in
excess of 1.0 milligram per square centimeter or more than 0.5 percent by weight and on any surface like a surface tested in the same room equivalent that has a similar painting history and that is found to be lead-based paint.

*Lead-based paint hazard* means hazardous lead-based paint, a dust-lead hazard, or a soil-lead hazard.

*Local board* means the Linn County Board of Health as authorized by I.C.A. ch. 137.

*Mid-yard* means an area of a residential yard approximately midway between the dripline of a residential building and the nearest property boundary or between the driplines of a residential building and another building on the same property.

*Occupant* means any person visiting, living, sleeping, cooking or eating in, or having any actual possession of, a dwelling or dwelling unit.

*Owner* means any person who, alone or jointly with others: (1) has legal title to any dwelling, with or without accompanying actual possession thereof, or (2) has charge, care or control of any dwelling by acting as the agent of the owner or as the executor, administrator, trustee, or guardian of the estate of the owner.

*Paint-lead hazard* means the presence of hazardous lead-based paint in a residential dwelling or a child-occupied facility.

*Play area* means an area of frequent soil contact by children of less than six years of age as indicated by, but not limited to, factors including the following: the presence of play equipment (i.e. sandboxes, swing sets, and sliding boards), toys, or other children's possessions; observations of play patterns; or information provided by parents, residents, caregivers, or property owners.

*Residential building* means a building containing one or more residential dwellings.

*Residential dwelling* means (1) a detached single-family dwelling unit, including the surrounding yard, attached structures such as porches and stoops, and detached buildings and structures including, but not limited to, garages, farm buildings, and fences; or (2) a single-family dwelling unit in a structure that contains more than one separate residential dwelling unit, which is used or occupied, or intended to be used or occupied, in whole or part, as the home or residence of one or more persons; or (3) a rooming unit or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.

*Retaliation* means harassment, termination of the tenancy, discontinuation of utilities or other services, and any other action taken against the lessee.

*Soil-lead hazard* means bare soil on residential real property or on the property of a child-occupied facility that contains total lead greater than or equal to 400 parts per million for the dripline, mid-yard, and play areas. A soil-lead hazard is present in a dripline, mid-yard, or play area when the soil-lead concentration from a composite sample of bare soil is greater than or equal to 400 parts per million. If soil samples are not taken, it may be assumed that bare soil within three feet of the foundation of a garage or other structure built prior to 1978 is a soil-lead hazard.

**SECTION 3. SECTION MODIFIED.** Chapter 10, Article VII, Section 10-243 of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:
Sec. 10-243. - Hazard nuisance assessments

When the health officer has reason to suspect a prohibited method, as defined in section 10-247, was used or there is a possibility of lead exposure in a pre-1978 residential dwelling, the health officer shall investigate the potential hazard. Should the health officer determine a hazard has been created, the health officer shall provide notice to the responsible party stating that said hazards are to be corrected in an approved manner within a time frame determined by the health officer. Failure to correct the hazards shall cause for penalties outlined in section 10-249 herein.

SECTION 4. SECTION MODIFIED. Chapter 10, Article VII, Section 10-246(c) of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:

(c) Emergency renovations that are required as a result of an elevated blood lead (EBL) inspection are initially exempt from the certification requirements outlined in 641 IAC 70.3(135). The work practice standards found in 641 IAC 70.6(11)"a" shall apply. All prohibited methods of lead hazard control found in section 10-247 is banned. All individuals who perform emergency renovations in response to an elevated blood lead (EBL) inspection are required to obtain certification as a lead-safe renovator, lead abatement contractor, or lead abatement worker within six months from the date the elevated blood lead (EBL) inspection report was issued or seek services from an Iowa State Lead Safe Renovator. Renovations and interim controls performed in response to an elevated blood lead (EBL) inspection are required to pass clearance testing that is performed by the health officer. The homeowner shall be responsible for notification to the health officer at least 24 hours prior to an EBL lead based paint hazard mitigation.

SECTION 5. SECTION REPEALED. Chapter 10, Article VII, Section 10-246(e) of the Code of Ordinances, Linn County, Iowa, is hereby repealed:

SECTION 6. SECTION ADDED. Chapter 10, Article VII, Section 10-246(e) of the Code Ordinances, Linn County, Iowa, is hereby added:

(e) The health officer shall inspect all areas identified as hazards after lead hazard reduction is complete. The health officer shall conduct clearance testing pursuant to 641 IAC 70 to ensure that no dust-lead hazards exist after the work is complete. Within two weeks of verifying that all lead hazard reduction has been completed and laboratory samples have been received and clearance achieved as required, the health officer shall issue documentation of compliance to the owner and occupant stating that the lead hazard reduction has been completed and that the repaired surfaces must be maintained in good condition. The homeowners shall be responsible to notify the health officer within 24 hours after lead based paint hazard work is completed.

SECTION 7. SECTION ADDED. Chapter 10, Article VII, Section 10-247 of the Code Ordinances, Linn County, Iowa, is hereby added:

10-247. - Prohibited methods of lead hazard reduction. These methods results in high dust jobs, the spread of contamination, and inhalation and ingestion hazard for workers and occupants:

(1) Open-flame burning or torching of lead-based paint.
(2) Machine sanding or grinding or abrasive blasting or sandblasting of lead-based paint unless used with high-efficiency particulate air (HEPA) exhaust control that removes particles of 0.3 microns or larger from the air at 99.97 percent or greater efficiency.

(3) Uncontained water blasting of lead-based paint.

(4) Dry scraping or dry sanding of lead-based paint except in conjunction with the use of a heat gun or around electrical outlets.

(5) Operating a heat gun at a temperature above 1,100 degrees Fahrenheit.

SECTION 8. SECTIONS RENUMBERED. Chapter 10, Article VII, Section 10-247 through Section 10-247 through Section 10-251 of the Code Ordinances, Linn County, Iowa, is hereby renumbered Section 10-248 through Section 10-252, respectively.

SECTION 9. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 10. 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 11. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 12. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

First reading on the __________ day of _______________________, 2018.

Second reading on the __________ day of _______________________, 2018.

Third reading and final passage on the __________ day of _______________________, 2018.

Published in The Gazette on the __________ day of _______________________, 2018.
LINN COUNTY BOARD OF SUPERVISORS

_____________________________  _________________________
Ben Rogers, Supervisor        Brent Oleson, Supervisor

_____________________________
Stacey Walker, Supervisor

Aye: _____  Nay: _____  Abstain: _____

ATTEST:

_____________________________
Joel Miller, Linn County Auditor

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 _____________________, 2018 and published as provided by law on _____________________, 2018.

_______Aye  _______Nay  _______ Abstain and _______Absent from Voting.

_____________________________
Joel Miller, Linn County Auditor

State of Iowa
County of Linn

This instrument was acknowledged before me on the ________ day of ___________________, 2018, by Joel Miller as Linn County Auditor.

_____________________________
Notary Public, State of Iowa