Linn County Board of Supervisors

Meeting Agenda

Monday, November 2, 2020
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.
Discuss and decide on actions related to the storm of August 10, 2020

Proclamation: Diabetes Awareness Month—November 2020

Approve and authorize Chair to sign a Business Associate Agreement between Linn County Community Services and Ilmir, Inc., for software consulting services for a term retroactive to October 28, 2020 through February 1st, 2021

Approve and authorize Chair to sign an Independent Contractor Service Agreement between Linn County Community Services and Ilmir, Inc., for software consulting services for a term retroactive to October 28, 2020 through February 1st, 2021

Discuss a Vacancy Form requesting an Account Tech for the Linn County Community Services, Core Department

Discuss Fiscal Year 2022 budget initiatives and guidelines

Approve and authorize Board of Supervisors to sign, retroactive to October 27, 2020, a letter of support for the Indian Creek Nature Center’s Iowa Great Places grant application.

Discuss a contract between Linn County and Matthew 25 for Green Iowa AmeriCorps members

Approve and authorize Chair to sign an Authorization to Proceed with FalkBuilt to approve the cost of furniture purchase and installation for the Public Service Center third floor renovation project and approve the initial project payment request

Approve and authorize Chair to sign a revised proposal from Active Thermal Concepts for asbestos abatement in the Linn County courthouse law library

Discuss change order #1 and task order #2 for Tetra Tech debris monitoring agreement to change emergency end date to reflect a new date based on an updated extended contract and adjust a new amount not to exceed $1,087,417.00.
Approve and authorize Chair to sign two Acceptance of Conditions forms as owner and petitioner for rezoning case JR20-0007 related to the property located at 622 Dows Road NW SE 20-83-06.

Public hearing on proposed Land Use Map Amendment case JA20-0003, request to change map designation for property located in the 700 Block of Squaw Creek Road, NE SE 20-83-06, from CNRA (Critical Natural Resource Area) to MUSA (Metro Urban Service Area), approximately 39 acres, Linn County, Iowa, property owner; Linn County Planning and Development, applicant.

Public hearing and first consideration for rezoning case JR20-0007, request to rezone property located at 622 Dows Road, NW SE 20-83-06, from AG (Agricultural) to USR (Urban Services Residential) with a PUD (Planned Unit Development) Overlay, approximately 179 acres, Linn County, Iowa, owner and Linn County Planning and Development, petitioner.

Public hearing and first consideration for rezoning case JR20-0008, request to rezone property located at 920 Knapp Road, SW NE 10-82-06, from RR1 (Rural Residential 1-Acre) to RR2 (Rural Residential 2-Acre), approximately 19.92 acres, Mary Jane Wilkey, owner.

Public hearing on proposed Land Use Map Amendment case JA20-0004, request to change map designation for property located at 3250 Linn-Buchanan Rd NE NE 05-86-07 from CNRA (Critical Natural Resources Area) to AA (Agricultural Area), approximately 6.54 acres, Kevin Schwarzhoff, property owner.

Public hearing and first consideration for rezoning case JR20-0009, request to rezone property located at 3250 Linn-Buchanan Rd, NE NE 05-86-07, from VR (Village Residential) district to AG (Agricultural) district, approximately 10.84 acres, Kevin Schwarzhoff, owner.

Public hearing on proposed Land Use Map Amendment case JA20-0005, request to change map designation for property located at 3240 Linn-Buchanan Rd NE NE 05-86-07 from CNRA (Critical Natural Resources Area) to AA (Agricultural Area), approximately 10.84 acres, Leo and Debra Cady, property owners.

Public hearing and first consideration for rezoning case JR20-0010, request to rezone property located at 3240 Linn-Buchanan Rd, NE NE 05-86-07, from VR (Village Residential) district to AG (Agricultural) district, approximately 10.84 acres, Leo and Debra Cady, owners.

Discuss the Economic Development application process, deadline for applications to be submitted and appropriations allocated prior to the end of the calendar year.

Discuss Linn County issuing a mask mandate for citizens in the rural unincorporated areas of Linn County in collaboration with Linn County Public Health.

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
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

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.
DIABETES AWARENESS MONTH—NOVEMBER 2020

WHEREAS, diabetes is growing at an epidemic rate worldwide, affecting more than 463 million people. The International Diabetes Federation (IDF) estimates by 2045 there will be more than 700 million people living with the disease. The United States ranks #3 out of the top 10 countries in diabetes diagnoses; and

WHEREAS, diabetes is growing at an epidemic rate in the United States. According to the Centers for Disease Control and Prevention (CDC), nearly 34 million Americans have diabetes and face its devastating complications. What’s true nationwide is also true in Iowa; and

WHEREAS, according to the American Diabetes Association, diabetes affects approximately 225,000 people in Iowa—9.3% of the population—and is a serious disease for which there is no known cure and which is the seventh leading cause of death by disease in the United States; and

WHEREAS, according to the American Diabetes Association, approximately 70,000 people in Iowa have diabetes but do not know they have the disease and may experience damage to the heart, eyes, kidneys and limbs, greatly increasing their health risk; and

WHEREAS, according to the American Diabetes Association, another 820,000 people in Iowa, 34.1% of the adult population, have prediabetes, a condition which puts them at greater risk for developing Type 2 diabetes, and if current trends continue, 1 in 3 American adults will have diabetes by 2050; and

WHEREAS, diabetes has many faces, affecting everyone, young and old alike—Caucasians, African Americans, Latinos, Native Americans, Asian Americans, and Pacific Islanders—with minority populations in the United States having an increased risk for developing the disease; and

WHEREAS, an increase in community awareness of risk factors and symptoms related to diabetes can improve the likelihood that people with diabetes will get the attention they need before suffering the devastating complications of the disease;

NOW, THEREFORE, BE IT ProCLAIMED, that we, the Linn County Board of Supervisors, do hereby proclaim November 2020 as DIABETES AWARENESS MONTH in Linn County, Iowa and encourage all citizens to help fight this disease and its deadly complications, including heart and kidney disease, stroke, blindness, and amputation, by increasing awareness of the risk factors for diabetes and by providing support to those suffering from diabetes.

Linn County Board of Supervisors

__________________________
Chairperson
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between, Linn County Community Services, ("Covered Entity") and Ilmir, Inc ("Business Associate"), as of October 28, 2020.

RECITALS

WHEREAS, the parties contemplate an arrangement whereby Business Associate provides services to Covered Entity, and Business Associate receives, has access to or creates Protected Health Information in order to provide those services;

WHEREAS, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information codified at 45 Code of Federal Regulations Parts 160 and 164 ("Privacy Regulations");

WHEREAS, the Privacy Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

DEFINITIONS

1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate’s internal operations or to other than its employees.

1.2 "Protected Health Information" or "PHI" means information, including demographic information, that (i) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (ii) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.

1.3 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such information within Business Associate’s internal operations.

1.4 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those in 45 CFR 160.103 and 164.501.
OBLIGATIONS OF BUSINESS ASSOCIATE

2.1  Permitted Uses and Disclosures of PHI. Except as otherwise limited in this Agreement, Business Associate may Use and Disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity for the following purposes, if such use or disclosure of PHI would not violate the Privacy regulations if done by the Covered Entity: [List Purposes]

Business Associate agrees not to use or further disclose PHI other than as permitted or required by the Agreement, this Agreement, or as required by law.

2.2  Adequate Safeguards for PHI. Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of PHI in any manner other than as permitted by this Agreement.

2.3  Reporting Non-Permitted Use or Disclosure. Business Associate shall immediately in writing notify Covered Entity of each Use or Disclosure, of which it becomes aware, that is made by Business Associate, its employees, representatives, agents or subcontractors that is not specifically permitted by this Agreement.

2.4  Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity’s compliance with the Privacy Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.5  Access to and Agreement of PHI. Within ten (10) days of receiving a request from the Covered Entity, Business Associate shall: (a) make the PHI specified by Covered Entity available to the individual(s) identified by Covered Entity as being entitled to access and copy that PHI, and (b) make PHI available to Covered Entity for the purpose of Agreement and incorporating such Agreements into the PHI. Business Associate shall provide such access and incorporate such agreements within the time and in the manner specified by Covered Entity.

2.6  Accounting of Disclosures. Within ten (10) days of receiving a request from the Covered Entity, Business Associate shall provide to Covered Entity an accounting of each Disclosure of PHI made by Business Associate or its employees, agents, representatives or subcontractors. Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the services contemplated by this Agreement when such Disclosures are for the purposes of the Covered Entity’s treatment, payment or health care operations.

Any accounting provided by Business Associate under this Section 2.6 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.6, Business Associate shall document the information specified in (a) through (d), above, and shall securely retain this documentation for six (6) years from the date of the Disclosure.
2.7 Term and Termination. The term of this Agreement shall be one (1) year. This Agreement may be terminated by Covered Entity immediately and without penalty upon written notice by Covered Entity to Business Associate if Covered Entity determines, in its sole discretion, that Business Associate has violated any material term of this Agreement, as amended. Business Associate’s obligations under Sections 2.3, 2.4, 2.5, 2.6, 2.8, and 2.10 of this Agreement shall survive the termination or expiration of the Agreement.

2.8 Disposition of PHI upon Termination or Expiration. Upon termination or expiration of this Agreement, Business Associate shall erase, destroy, and render unreadable all Covered Entity data according to the standards enumerated in D.O.D. 5015.2 and certify in writing that these actions have been complete within 30 days of the termination of this Agreement or within 7 days of the request of an agent of Covered Entity, whichever shall come first.

2.9 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

2.10 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive PHI from Business Associate to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.

2.11 Indemnification. Business Associate will indemnify, hold harmless and defend Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any misrepresentation, breach or non-fulfillment of any undertaking on the part of Business Associate under this Section; and (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with Business Associate’s obligations under this Section.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date stated above.

Covered Entity: 

By: _______________________________
Title: _______________________________
Dated: _____________________________

Ilmir, Inc

By: _______________________________
Title: _______________________________
Dated: _____________________________
INDEPENDENT CONTRACTOR SERVICE AGREEMENT

Section 1: Parties and Assignment.

This agreement (the “Agreement”) is made and entered into as of the 28th day of October, 2020 (“Effective Date”) by and between Linn County Community Services (hereafter referred to as “Agency”) and Ilmir, Inc. (hereafter referred to as “Contractor”). The Agreement is in regards to software consulting services to be provided by Contractor to Agency. In consideration of the mutual covenants made herein, the Parties agree as follows:

Section 2: Services/Work.

The Contractor shall provide software consulting services to Agency (“Services”) consistent with industry best practices and in accordance with the terms and conditions of this Agreement:

A. Description of Services: Contractor will create and apply scripts in Agency’s electronic health record (“EHR”) to streamline data operation, update necessary configurations, create new reports to assist in the daily running of clinical, financial and other operations (the “Deliverables”).

B. The Deliverables will operate effectively in Evolv-CS and Evolv-NX.

C. Contractor to guarantee the deliverables will endure through any future upgrades from the vendor to the Agency’s EHR.

The Contractor agrees to provide the Services listed above and for fees (“Fees”) agreed upon below.

The Deliverables will be provided to Agency on an ongoing basis, for the period of October 28, 2020 through January 2021.

The Contractor will cooperate with Agency in addressing any complaints, concerns or claims that might arise regarding the Services.

Section 3: Acceptance and Correction.

A. Prior to publishing the Deliverables to Agency’s production environment, Contractor will ensure that the EHR could be restored to the then-current state in the event that the Deliverables are unacceptable or cause unacceptable results in the EHR. The restoration plan shall be communicated to and approved by Agency’s IT Director prior to publishing the Deliverables to Agency’s production environment.

B. Agency shall have up to five (5) business days after complete delivery of any Deliverable to perform acceptance testing on such Deliverable. If during acceptance testing Agency discovers or becomes aware of any deficiencies, Agency shall deliver a written notice to Contractor clearly and specifically identifying the deficiency to the extent it is able to do so and Contractor, at its own cost and expense, shall correct all deficiencies which it discovers or becomes aware of including those set out in the written notice to Contractor as soon as practical and in any event in no more than five (5) days.
following receipt of the notice, unless otherwise agreed in a Statement of Work, or other writing between the parties.

C. Upon receipt of notification from Contractor that the identified deficiency has been corrected, Agency shall be entitled to further test and review the Deliverable for a period not to exceed five (5) days. When Agency is satisfied that the Deliverable is free of deficiencies, Agency shall notify Contractor that it accepts such Deliverable. The acceptance of a Deliverable shall not, however, relieve Contractor from correcting any deficiencies which Agency discovers or becomes aware of before or after it accepts the Deliverable.

D. If a Deliverable is not accepted by Agency within thirty 30 days following initial delivery thereof to Agency due to uncorrected deficiencies that had been brought to Contractor’s attention in writing, Agency shall be entitled to reject the Deliverable and to immediately terminate this Agreement, without any obligation, liability, or penalty of any kind, including any liability to make any further payments under the Agreement.

Section 4: Warranty.

The Contractor represents and warrants that:

i. Contractor and or its employees will perform the Services with reasonable care and skill;
ii. Contractor will be responsible for the acts or omissions of any employee or agent of Contractor; and
iii. all Deliverables will be original works created only by Contractor and Contractor has procured all consents, licenses, assignments and permissions required in order to fully grant the intellectual property rights to Agency.

Section 5: Data and IP.

“Data” means all information provided from Agency to Contractor, including all information that is owned, licensed, leased or developed by or on behalf of Agency, whether provided to Contractor by Agency or provided by a third party on behalf of Agency to Contractor in connection with Contractor’s provision of services to Agency, including any such data that is loaded into, or located in, any data files, tables, objects or other storage medium stored or maintained by or on behalf of Agency, including related data that results from hygiene, cleaning, and database build services performed by or on behalf of Agency. Data includes all information derived from, or otherwise including any Agency data, including but not limited to any modification, copy, reproduction, adaptation, translation, use, reformat, display of Data whether at rest or in transit; and any document, list, form, library, report, or other information created, derived, and developed specifically for Agency utilizing Data. All Data included in any documentation (including documents, charts, graphics, flow charts and similar items in electronic format) that are developed specifically for support of Agency’s systems, (including but not limited to reports, status documentation, and project status and progress documentation and information) based on Agency Data is and remains the property of Agency. Agency shall be the exclusive owner of the Deliverables and all worldwide intellectual property rights, in and related thereto, and all such Deliverables and intellectual property rights shall vest in and be owned exclusively by Agency immediately on its creation and regardless of the stage of its completion. At Agency’s request, Contractor shall provide Agency with a copy of the Deliverables (including all source code and object code and related documentation).
Section 6: Indemnification and Insurance.

Contractor shall maintain Professional Liability and Commercial General Liability Insurance (including death and disfigurement) with limits of not less than $1,000,000 each occurrence and $2,000,000 general aggregate; Business Automobile Liability Insurance covering all owned, non-owned, hired, and leased vehicles of not less than $1,000,000 combined single limit (bodily injury & property damage); and Worker’s Compensation Insurance as required by law. Agency shall be named as an additional insured. Contractor shall indemnify, defend and hold harmless Agency, its officers, directors, employees and agents from and against any loss, cost, damage, liability or expense (including reasonable attorneys’ fees) arising out of or related to any claim by a third party relating to the Services and any act or omission of Contractor and/or its employees and agents.

Section 7: Confidentiality.

The Contractor acknowledges that neither Contractor nor its employees or agents shall access, obtain, review, or remove confidential information of Agency during its performance of the Services. Such confidential information may relate to Agency’s past, present or future vendor lists, services, financial information, business plans, client and employee information, marketing strategies, pending projects and proposals, and other proprietary information which gives Agency an opportunity to acquire an advantage over its competitors who do not know or use it (the “Proprietary Information”). The Contractor agrees to preserve and protect the confidentiality of the Proprietary Information and all physical forms thereof. In addition, the Contractor shall immediately report to Agency any potential or possible breach of this section by Contractor or its employee or agent.

Section 8: Compensation and Independent Contractor Status.

Agency agrees to pay the Contractor the following: $130.00 per hour, not to exceed twenty (20) hours per month without prior approval by Agency. Services provided for more than one hour should be listed on the invoice in fifteen (15) minute increments. The Contractor will submit a monthly invoice for the Services as instructed by Agency.

Any additional incidental business expenses shall be the responsibility of Contractor. Further, Contractor is responsible for the payment of all federal, state and/or local taxes with respect to the services it performs for Agency as an independent contractor and for its employees. Contractor and Agency understand that nothing in this agreement creates an employment relationship or partnership between the parties and Agency will not treat the Contractor as an employee for any purpose.

Section 9: Payment.

Unless otherwise specified in writing, invoices will be paid within 30 days of the invoice date. Agency agrees to pay for any check returned for insufficient funds.

Section 10: Term and Termination.
This Agreement shall be effective on the date above and shall continue through January, 2021. Both Parties understand that Agency or the Contractor may terminate the Services in writing at any time if, for any reason, the relationship is deemed unsatisfactory by either Party. Upon written cancellation, Agency is responsible for payment for all Services provided up to the date of written notice of termination. Agency and the Contractor agree that Sections 3-7 survive any termination of this agreement.

Section 11: Relationship of the Parties.

The Parties acknowledge and agree that the Services performed by the Contractor, its employees, agents or sub-contractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency or employment relationship or otherwise between the Parties.

Section 12: Representation Regarding No Non-Compete.

Contractor represents that Contractor is not subject to a non-compete/non-solicitation or any other type of agreement that would prevent Contractor from performing the Services.

Section 13: Representation Regarding Source Code.

Contractor represents and agrees that the Services will not modify the source code or the object code of Agency’s EHR.

Section 14: Miscellaneous.

i. The failure of either Party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

ii. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected.

iii. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party.

iv. This Agreement may not be amended for any other reason without the prior written agreement of both Parties.

v. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof and supersedes all prior representations, writings, negotiations or understandings with respect hereto.

vi. This Agreement shall be governed by the laws of the State of Iowa.

Section 15: Discrimination.

The parties agree that there shall be no discrimination against any client or any employee because of race, color, sex, religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the parties will comply with all appropriate federal and state laws regarding such discrimination.

Section 16: Client Information.
Contractor shall protect from unauthorized disclosure all confidential information in its possession relating to clients receiving services from Agency. Contractor agrees that the use or disclosure by its employees, volunteers or agents of any information concerning clients served by Agency, for any purpose not directly related to the performance of Contractor's responsibilities under this Contract is strictly prohibited, except upon the specific written consent of the parent, guardian or person authorized to give consent, court order, or other basis required by law. Further, as applicable, Contractor shall comply with all applicable federal, state and local laws and regulations and lawful court orders with regard to the disclosure and use of protected health information, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) and all other applicable federal and state privacy laws.

Section 17: Business Associate Qualified Service Organization Agreement.
The parties agree to enter into a separate Business Associate/Qualified Service Organization Agreement simultaneously with the execution of this Agreement, which is incorporated by reference.

IN WITNESS WHEREOF, Agency and Contractor have entered into this Agreement, which is effective as of the date written above.

Agency: 

Ilmir, Inc.: 

Signature: 

______________________________  Signature: 

______________________________  

Name: 

______________________________  Name: 

______________________________  

Title: 

______________________________  Title: 

______________________________  

Date: 

______________________________  Date: 

______________________________
VACANCY FORM

SELECT ONE:

☐ NEW POSITION

☑ REPLACEMENT

REPLACES: Theresa Andersen

☐ NEW JOB CLASSIFICATION

☑ EXISTING JOB CLASSIFICATION

JOB TITLE: Account Tech

DEPARTMENT: LCCS/Core

SHIFT/HOURS: 8:00 AM to 4:30 PM

VACANCY DATE: 12/7/20

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if applicable):

☐ BUDGET OFFER

☐ GRANT FUNDING

☐ OTHER: ____________________________

NEW POSITION FUNDING SOURCE(S):

1.0 FTE Account Technician position will be funded by 1.5FTE Senior Account Clerk Vacancies in department

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 # 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: ____________________________ 10-26-2020

DEPARTMENT HEAD (original signature required)

DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: ____________________________ STARTING SALARY: ____________________________

HR DIRECTOR COMMENTS: 2 vacancies (1.5) will be used to fund this position.

FINANCE/BUDGET DIRECTOR COMMENTS: ____________________________

APPROVED BY: ____________________________ 10-26-20

HUMAN RESOURCES DIRECTOR

APPROVED BY: ____________________________ 10/26/20

FINANCE/BUDGET DIRECTOR

APPROVED BY: ____________________________

CHAIRPERSON/BOARD OF SUPERVISORS
October 27, 2020

To the Iowa Department of Cultural Affairs:

The Linn County Board of Supervisors is pleased to offer this letter of support for the Indian Creek Nature Center’s Iowa Great Places grant application.

Indian Creek Nature Center and Linn County Conservation continue to lead the way on land protection, restoration, and recreation. The development of the Cedar-Wapsi Recreational Byway highlights Linn County’s unique features and celebrates the cultural benefits that environmental and recreational investments have in the community.

For over 45 years, Indian Creek Nature Center has improved the quality of life in Cedar Rapids and Linn County through investments in environmental education, conservation, and recreation. Indian Creek Nature Center’s project will enhance the opportunity for citizens, both those local to Linn County as well as from the broader area, to connect with these opportunities along the Cedar-Wapsi Recreational Byway.

The protection of land, development of trails, and restoration of ecosystems provides significant benefits for local residents. We are blessed to have forward-thinking local governments and non-profit organizations here in Linn County working together to invest time, talent, and treasure in land preservation and outdoor recreational opportunities. Linn County, our city governments, and the Indian Creek Nature Center have forged a very successful and meaningful partnership to benefit future generations who choose to enjoy this part of Iowa.

The Linn County Board of Supervisors continues to support the current and future efforts to make Linn County a better place to live, work and play through the Iowa Great Places program. We want to continue our efforts to make the Cedar-Wapsi Recreational Byway a premier outdoor amenity for the recreational enjoyment of all our citizens and visitors to our community, and we enthusiastically support the Indian Creek Nature Center’s grant application.

Sincerely,

Ben Rogers
Chair

Brent Oleson
Vice Chair

Stacey Walker
Supervisor, District 1
Falk's simple solution – Digital Component Construction, combines the best of proven construction methods with next-gen technology to build beautiful, high
Linn County Board of Supervisors

SCOPE OF WORK

DETAILS

Ceiling Height: 10’ Ceiling Height
Lineal Feet: 77
Square Feet: 1014

WALL TYPES

Falkbuilt Stack Walls: 7’ of Solid wall and 3’ of glass on top
Falk Solid Wall short

DOOR TYPES

Solid door by heartland with branch by purchase hardware and 14” sidelight

ELECTRICAL

1 count of a double gang with data
2 count of double gang

CLARIFICATIONS

GENERAL

This proposal does not include project specific, wet-stamped structural calculations. If structural calculations are required we can provide them for an additional fee.

This quote is for budgetary purposes until confirmation of site dimensions and the purchaser approves shop drawings. This proposal does not include the costs of permits or inspections. Permits or inspections are the responsibility of the building owner or owner’s representative. Please consult with an Architect or the local Authority Having Jurisdiction to ensure all facets of this are appropriate and code compliant.

WALLS AND DOORS

Walls include all framing, blocking, wall base and finishes (cladding comes fully finished from the factory)

ELECTRICAL

Electrical components and cutouts not included in pricing unless noted.
Customer-supplied electrical components may be routed through walls.

MILLWORK

Millwork ships flat stacked and is assembled on site

INSTALL

Delivery and Installation are not included in pricing unless noted.

If noted in Pricing, below applies:
Should changes in delivery times/dates occur after order has been processed that delay delivery and installation, additional storage fees may be applied to invoice.
This budgetary proposal includes non-union receiving, delivery, installation, and applicable seismic bracing.
Assumed the project is on the ground floor or there is an elevator large enough to accommodate stocking the
Assumes that space is within product tolerances.

FURNITURE

By others
Linn County Board of Supervisors

Installation Assumptions

Access is on a maintained / paved road accessible to loading area
Deliveries direct to site
Working hours 1st shift in a clear and ready site
Access window exclusive for time / day of deliveries only
Proper on-site / indoor staging / laydown area zoned for material
Deliveries scheduled by others
Loading area / zoned scheduled by GC
Site security scheduled by GC
Building access clear and free of trades and debris
Appropriate dumpster and / or previsions provided by others for manufacturers dunnage and waste removal
Conventional walls to be finished, sanded, and painted
Appropriate restroom accomodations

Exclusions

Field measuring, unless noted
Demo of any and of all types
An warehousing and / or storage fees
Permits of any kind
Any 3rd party inspections & engineering fees
Any STC testing fees
Any STC fails caused by building conditions / design not related to Falkbuilt
Overtime, exceeding an 8-hour work day
3rd party storage fees
Seismic tie-off design method to be done by others according to local jurisdiction
Any custom bracing structure for attachment caused by unforeseen obstacles not noted / communicated within reasonable time (once awarded) or created after initial mobilization
Any installation and / or procurement of any solid surface material of any nature
Any installation and / or procurement of any corner protectors / stainless steel / wainscoting, of any kind
Scraping and patching of fireproofing for seismic and / or any tie-off to deck
Any and all electrical phasing
Labor of electrical hardwire connection of any nature including low voltage security devices
Any plumbing fixture of any nature
Labor to remove any ceiling tiles of any kind
Patch and repair of existing conditions
Any and all trade composite clean up time
Dump and / or dumpster fees
Detail cleaning
Any shimming / spacing accomodations for flooring transitions of any nature
Exclusions Continued

- All and any floor preparation (x-ray / floor prep / scratch coat or float)
- Any crane and/or Telehandler equipment or operator
- Portable restrooms or wash stations
- Any prevailing scale and/or Union Rate
Linn County Board of Supervisors

PRICING OPTIONS

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Authorization to Proceed: ________________________________

Printed Name: ________________________________

Date: ________________________________

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Option Chosen: ________________________________

Authorization to Proceed: ________________________________

Printed Name: ________________________________

Date: ________________________________

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Falkbuilt Contact
Nicholas Kurth
nicholas.kurth@falkbuilt.com
319-621-0721

Falkbuilt Des Moines
108 3rd St, Suite 100  Des Moines, IA  50309

falkbuilt.com
Linn County Board of Supervisors

CHECKS PAYABLE TO:

Falkbuilt Des Moines
600 3rd Street SE
Suite 300
Cedar Rapids, IA 52401

FOR DIRECT DEPOSIT:

Bank Name: Cedar Rapids Bank & Trust
Routing Number: 73922801
Account Number: 390039188

FOR CREDIT CARD PAYMENTS:

Please note, a 3% fee will be added to the total project cost.

TERMS:

Progress Payment 1: 50% of total due upon Quote Approval to Proceed
Progress Payment 2: 25% of total due upon shipment of product
Final Payment: Due upon installation
Quote is valid for 30 days from date of quotation.
Linn County Board of Supervisors/Administration
Attn: Darrin Gage
935 2nd St SW
Cedar Rapids, IA 52404

RE: Law Library – Asbestos Containing Leveling Compound

Dear Darrin,

Enclosed is a revised bid to remove the asbestos containing flooring materials in the Law Library at the Linn County Courthouse. The bid is based on removing the additional flooring materials that tested positive for asbestos that were not previously tested. Below is a scope of work and list of services that we will provide for this project.

**Scope of Work & Services:**

1) Mobilization and demobilization
2) Provide all equipment and materials to complete project
3) Remove all asbestos containing flooring materials down to the concrete – approximately 2-2 ½” thick.
4) Remove Carpet
5) Install High Efficiency Particulate Air Filtration system to the work area
6) Install 3 chambers and a decontamination unit to the work area
7) Cover all walls, door, and windows with 6 mil Poly sheeting
8) Proper disposal and documentation of all asbestos materials at an EPA-approved landfill
9) Active Thermal Concepts will perform daily air monitoring as required by State and Federal guidelines

**Complete Project**

| Labor, Materials, Disposal | $13,875.00 |

We appreciate and thank you for the opportunity to prepare this quote for your review. If you have any questions or need clarification, please call me at either 319-393-8088 or 319-533-0487.

Sincerely,

_Terry Beaird_  
Terry Beaird  
Active Thermal Concepts

Bid Acceptance Signature ___________________________ Date ______________________

Specializing in Asbestos & Lead Abatement, Mold Remediation & Mechanical Insulation, Demolition
Licensed, Bonded & Insured
ACCEPTANCE OF CONDITIONS

CASE JR20-0007

I / We hereby agree to the conditions set forth in the attached Linn County Planning and Development Department Staff Report dated as of the Zoning Commission Meeting, and specifically agree to hold Linn County, Iowa harmless from any and all damages or claims for damages that might arise or accrue by reason of the approval of this case.

I / We understand and agree that by signing the Acceptance of Conditions I hereby waive my right to request a review of these conditions by the appropriate board, agency, or commission. My signature does not waive my eventual right of appeal to a court of law.

_______________________ ________________________
Signature of Owner – LINN COUNTY IOWA

_______________________ ________________________
Date
I / We hereby agree to the conditions set forth in the attached Linn County Planning and Development Department Staff Report dated as of the Zoning Commission Meeting, and specifically agree to hold Linn County, Iowa harmless from any and all damages or claims for damages that might arise or accrue by reason of the approval of this case.

I / We understand and agree that by signing the Acceptance of Conditions I hereby waive my right to request a review of these conditions by the appropriate board, agency, or commission. My signature does not waive my eventual right of appeal to a court of law.

________________________________________
Signature of Petitioner -- LINN COUNTY IOWA

________________________________________
Date
LINN COUNTY RESOLUTION # ______________

AN AMENDMENT TO THE LINN COUNTY RURAL LAND USE MAP

BE IT RESOLVED by the Board of Supervisors, Linn County, Iowa, that the following amendment, Case JA20-0003, is 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 CNRA (Critical Natural Resource Area) to MUSA (Metro Urban Service Area) on the Linn County Rural Land Use Plan Map as shown below.
Passed and approved this 4th day of November 2020.

Linn County Board of Supervisors

_______________________________
Chair

_______________________________
Vice Chair

_______________________________
Supervisor

Aye:
Nay:
Abstain:
Absent:

Attest:

Joel Miller, Linn County Auditor

State of Iowa )
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 ____________________, 2020.

_______________________________
Notary Public State of Iowa
This request is to amend the LUP designation from CNRA Critical Natural Resource Area to USA Urban Service Area. The tract is approximately 39 acres in size and is floodplain and woodland as part of the Squaw Creek corridor. The tract is currently zoned AG (Agricultural); zoning in the surrounding area includes AG (Agricultural), USR (Urban Services Residential), RR3 (Rural Residential 3-Acre), GC (General Commercial), and MH (Mobile Home). This LUP Map amendment is associated with a proposed rezoning from AG to USR with a PUD Overlay as part of the proposed Dows Farm Agri-Community.

This proposal meets the standards for approval in Article IV Section 107-75 of the Linn County Unified Development Code (UDC). Rural Land Use Map Amendments are not subject to MLS or LESA requirements because this proposal does not include a rezoning or subdivision request.

Staff recommends approval subject to the condition of approval by the Board of Supervisors of the associated rezoning case JR20-0007.
10/19/2020

STAFF REPORT
RURAL LAND USE MAP AMENDMENT
JA20-0003

Planning and Zoning Commission Meeting: SEPTEMBER 21, 2020 (Postponed)
Board of Supervisors Public Hearing: NOVEMBER 2, 2020
Board of Supervisors Resolution: NOVEMBER 4, 2020

PROPERTY INFORMATION:

PROPOSED MAP AMENDMENT: CNRA (Critical Natural Resource Area) to MUSA (Metro Urban Service Area)

CURRENT ZONING: AG (Agricultural)

SURROUNDING LAND USES AND ZONING:

- North – Residential, Agricultural
- South – Commercial, Residential
- East – Agricultural, Residential
- West – Residential, Agricultural

SIZE: 39.00 acres

FINDINGS OF FACT:

1. LINN COUNTY IOWA is the owner of the subject property, which is generally described as the NE/SE Sec. 20-83-6, and contains approximately 39 acres as shown on the Linn County plat maps.

2. The property is currently zoned AG (Agricultural).

3. The property is currently designated as CNRA (Critical Natural Resource Area) on the Rural Land Use Map.

4. On August 26, 2020, the Linn County Board of Supervisors approved an application to amend the future land use map designation from CNRA to MUSA (Metro Urban Service Area). The proposed map amendment is in support of the proposed Dows Farm Agri-Community.
5. The current use of the property includes row crop production, pasture, and riparian vegetation (timber, grassland) along the Squaw Creek corridor.

CONCLUSIONS:

Article IV, Section 107-75 of the Unified Development Code states that the Planning and Zoning Commission shall hold a hearing and consider the following prior to rendering a decision regarding an application for amendment to the Comprehensive Plan / Rural Land Use Map:

(1) The progress in implementing the Comprehensive Plan.

**Analysis:** Since the Comprehensive Plan’s adoption in 2013, several of the strategies of the plan have been implemented. The proposed plan amendment, in support of the Dows Farm Agri-Community, supports the implementation of several more strategies in the following plan elements: Alternative & Renewable Energy, Economic Development & Employment, Hazard Planning, Livable Communities, Resource Protection, Sustainable Development, and Transportation. The staff report for the associated rezoning, Case JR20-0007, provides a more detailed analysis of the specific goals the Dows Farm Agri-Community achieves.

**Conclusion:** The proposed amendment contributes to strategies in implementing the Comprehensive Plan. Therefore, this criterion appears to be met.

(2) Changes in conditions and circumstances that form the basis for the Comprehensive Plan.

**Analysis:** The proposed map amendment is in support of the Dows Farm Agri-Community. On July 20, 2020, the Planning & Zoning Commission unanimously recommended approval of the Governing Plan for Dows Farm Agri-Community, and on August 20, 2020, the Board of Supervisors approved the Governing Plan. The intent of the Governing Plan is to provide the detailed development design criteria to be followed by the developer, and to serve as a tool to promote communication and cooperation between adjacent property owners and the developer to ensure a cohesive and unified development. The Governing Plan designates the area proposed for the map amendment as part of the conservation open space for the development, and states: “The Squaw Creek corridor, including adjacent woodlands, will be preserved and enhanced with conservation practices while being accessible to the public through a network of trails. The conservation area will be managed by Linn County Conservation.”

**Conclusion:** The approved Governing Plan provides the mechanism to ensure the area remains protected and enhanced with conservation practices. Therefore, this criterion appears to be met.

(3) The impact of the proposed change on the affected and adjacent properties.

**Analysis:** As previously stated, the approved Governing Plan designates the area proposed for the map amendment as part of the conservation open space for the development. The Governing Plan provides the mechanism to ensure the protection of the Squaw Creek corridor.

**Conclusion:** Because the approved Governing Plan provides the mechanism to ensure the area remains protected and enhanced with conservation practices, the proposed change will not impact the affected or adjacent properties. Therefore, this criterion appears to be met.

(4) Changes in State or federal laws that affect the County’s tools for Plan implementation.

**Analysis:** The Comprehensive Plan, adopted in 2013, is strongly rooted in the 2010 Iowa Smart Planning Principles. Since then, there have been no changes in State of federal laws affecting the County’s tools for Plan implementation.

**Conclusion:** This criterion is not applicable.
(5) The impact of proposed amendments on agriculture, economic development, the provision of public facilities and services, and quality of life issues.

**Analysis:** The proposed map amendment is in support of the proposed Dows Farm Agri-Community. The Dows Farm Agri-Community integrates natural environments and a small-scale sustainable farm with a series of neighborhoods. This very popular national trend provides a unique, high quality of life that includes a close connection with the land, food, exercise and nature, while promoting a shared sense of community.

The vision for the Dows Farm Agri-Community is one of walkable neighborhoods with healthy and diverse lifestyle choices for multiple generations. The Master Plan includes public spaces, trails and a commercial main street, while providing a strategy to protect the site’s significant environmental features and respect its agricultural heritage.

The Farm will encourage interaction with the residents, neighbors and broader community, including farm-to-table opportunities and educational programs. Four neighborhoods with diverse residential and commercial opportunities will be linked by “green fingers” of public space, paths and parkways. These compact, walkable neighborhoods are integrated with both the conservation areas and the farm to provide a high quality of life.

Dows Farm will use sustainable best practices for stormwater management and other low impact development strategies. The site can be served by city services.

**Conclusion:** By supporting the proposed Dows Farm Agri-Community, the proposed map amendment will positively impact agriculture, economic development, and quality of life issues. The site can be served by city services. Therefore, this criterion appears to be met.

(6) The relationship of the proposed amendment to the goals, objectives and strategies of the Comprehensive Plan.

**Analysis:** The Linn County Comprehensive Plan 2013: A Smarter Course integrates the Iowa Smart Planning Principles with contemporary planning practices, placing particular emphasis on livability, sustainability and resiliency. The 2013 plan builds on the proven success of the previous 2000 Rural Land Use Plan (RLUP). While the 2000 RLUP was extremely effective in guiding the location, type, amount and timing of new development, the 2013 plan incorporates numerous strategies to guide the character of new development.

The vision for the Dows Farm Agri-Community is one of walkable neighborhoods with healthy and diverse lifestyle choices for multiple generations. The Master Plan includes public spaces, trails and a commercial main street, while providing a strategy to protect the site’s significant environmental features and respect its agricultural heritage. The Governing Plan guides the character of the development through architectural design guidelines, street standards, and requirements for public open space and even a public art program.

**Conclusion:** The proposed map amendment supports the Dows Farm Agri-Community, which supports the goals, objectives and strategies of the Comprehensive Plan. Therefore, this criterion appears to be met.

(7) Community support for the Plan’s goals and strategies.

**Analysis:** Public input was vitally important in ensuring that the Linn County Comprehensive Plan reflected the diverse views of community members. Part of the public outreach process used to develop the Comprehensive Plan involved staff asking community members to rank seven topics in order of importance: Alternative and Renewable Energy, Economic Development and Employment Opportunities, Hazard Planning, Livable Communities, Resource Protection, Sustainable Development, and Transportation. Altogether, nearly 700 county residents provided input in this phase. An 18-person Steering Committee was formed to guide the update process.

**Conclusion:** The significant public input into the development of the Comprehensive Plan contributed to a plan reflecting the diverse views of community members. Community support for the Comprehensive Plan’s goals and strategies appears to remain strong.
ALTERNATIVES:

The following alternatives may be considered:

1. Recommend approval of the proposed amendment, subject to the condition of approval by the Board of Supervisors of the associated rezoning case JR20-0007.
2. Recommend denial of the proposed amendment.
3. Refer the application back to staff for further review.

STAFF RECOMMENDATION:

Staff recommends Alternative 1 for the following reason:

1. All criteria of Article IV, Section 107-75 of the Unified Development Code for consideration of Plan amendments appear to be met.

The Planning & Zoning Commission recommended approval of JA20-0003 on October 19, 2020

Grenis       Aye
DuBois       Aye
Landa        Aye
Eilers       Recused
Wagner       Aye
Kuntz        Nay
Maxwell      Nay
LINN COUNTY ORDINANCE No. – 2020

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF LINN COUNTY, IOWA BY REZONING AND CHANGING THE DISTRICT CLASSIFICATION OF CERTAIN PROPERTY GENERALLY LOCATED AT 622 DOWS RD, CEDAR RAPIDS, IOWA FROM THE “AG” AGRICULTURAL DISTRICT TO THE “USR” URBAN SERVICES RESIDENTIAL DISTRICT WITH A “PUD” PLANNED UNIT DEVELOPMENT OVERLAY.

BE IT ORDAINED by the Board of Supervisors of Linn County, Iowa, in accordance to the Findings of Fact and Conclusions of Law as established in the staff report for rezoning Case JR20-0007 or as otherwise established by the Board, as follows:

SECTION 1. ZONING DISTRICT CHANGED. The zoning of property generally located at 622 DOWS RD, CEDAR RAPIDS, IA containing approximately 179 acres and legally described as:

N ½ SW ¼ NE ¼ and S ½ SW ¼ NE 1/4, Section 20-83-6, Linn County, Iowa (also identified as Tax Parcels 15201-51001-00000 and 15201-51002-00000);

W ½ NW ¼ SE ¼ and E ½ NW ¼ SE ¼, Section 20-83-6, Linn County, Iowa (also identified as Tax Parcels 15204-26001-00000 and 15204-26002-00000);

E ½ SE ¼, Section 20-83-6, Linn County, Iowa (also identified as Tax Parcels 15204-01001-00000 and 15204-76001-00000); and

SW ¼ SE ¼ Section 20-83-6, Linn County, Iowa, except that part lying west of the roadway, and further excepting that part described as follows: Commencing as a point of reference at the SW corner of the SE ¼ of said Section 20, thence due East (the south line of the SE ¼ of said Section
20 is assumed due East and West) 247.50 feet along the South line of the SE ¼ of said Section 20 to the point of beginning of the parcel herein described; thence due East 660 feet along the South line of the SE ¼ of said Section 20 to a point; thence North 0° 51’ West 742.50 feet to a point; thence due West 660.0 feet to a point on the centerline of the public road; thence South 0° 51’ East 742.50 feet along the centerline of the public road to the point of beginning, subject to the public highways (also identified as Tax Parcel 15204-51001-00000).

is hereby changed from the “AG” Agricultural District to the “USR” Urban Services Residential District with a “PUD” Planned Unit Development Overlay District.

SECTION 2. ZONING MAP AMENDED. The Planning and Development Director, or his/her designee, is instructed to modify the Official Zoning Map of Linn County, Iowa to reflect the district classification change described in Section 1.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

SECTION 4. 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 5. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 6. 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 2nd day of November 2020

Second consideration on the 4th day of November 2020

Third and final passage on the 10th day of November 2020.

Published in the Gazette on the _____ day of _______________, 2020.

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 ________________________, 2020 and published as provided by law on ________________________, 2020.

______________________________
Linn County Auditor

Subscribed and sworn to me this _____ day of ___________, 2020.

______________________________
Notary Public, State of Iowa
CASE # JR20-0007
EXECUTIVE SUMMARY
REZONING
STAFF CONTACT: LES BECK

OWNER/APPLICANT INFORMATION

OWNER/APPLICANT: LINN COUNTY IOWA
MAILING ADDRESS: 935 2ND ST SW
CEDAR RAPIDS, IA  52404
PROPERTY ADDRESS: 622 DOWS RD
CEDAR RAPIDS, IA  52403

REQUEST

Linn County has initiated a rezoning from AG (Agricultural) to USR (Urban Services Residential) with a PUD (Planned Unit Development Overlay). The proposed rezoning is in support of the Dows Farm Agri-Community.

OUTSTANDING ISSUES AND STANDARDS FOR APPROVAL

This proposal conforms to all standards for approval, including Minimum Level of Services (MLS), the separation distance requirement from animal feeding operations, and the Land Evaluation and Site Assessment (LESA) threshold score. Additionally, the proposal meets the requirements of the PUD Overlay Zoning District regulations including designation as an Urban Renewal Area with an adopted Governing Plan in place.

STAFF RECOMMENDATION

Staff recommends approval subject to the conditions of the staff report.
10/19/2020

STAFF REPORT
REZONING
JR20-0007

Planning and Zoning Commission Meeting: SEPTEMBER 21, 2020 (Postponed)
Planning and Zoning Commission Meeting: OCTOBER 19, 2020
Board of Supervisors First Consideration: NOVEMBER 2, 2020

PROPERTY INFORMATION:

MAP DESIGNATION:
MUSA (Metro Urban Service Area)

CURRENT ZONING: AG (Agricultural)

PROPOSED ZONING: USR (Urban Services Residential) w/PUD (Planned Unit Development Overlay)

SURROUNDING LAND USES AND ZONING:
- North – Residential, Agricultural; USR/AG
- South – Commercial, Residential; GC/HC/USR
- East – Agricultural, Residential; AG/MH
- West – Residential, Agricultural; RR3/USR/AG

REZONING SIZE: 178.38 acres

MLS AND LESA REQUIREMENTS:
All rezoning cases are subject to the Minimum Levels of Service (MLS) and Land Evaluation and Site Assessment (LESA) requirements as per Article IV, Section 107-69 of the Linn County Unified Development Code (UDC).
FINDINGS OF FACT:

1. LINN COUNTY IOWA is the owner of the subject property, which contains approximately 179 acres as shown on the Linn County plat maps.

2. The property is currently zoned AG (Agricultural).

3. The property is designated as MUSA (Metro Urban Service Area) on the Rural Land Use Map. (If approved, associated case JA20-0003 will amend the NE/SE 20-83-6 from CNRA to MUSA.)

4. On August 26, 2020 the Linn County Board of Supervisors approved an application to rezone the subject property. The application is to rezone from AG (Agricultural) to USR (Urban Services Residential) with a PUD (Planned Unit Development Overlay) for the purpose of the proposed Dows Farm Agri-Community.

5. The current use of the property includes row crop production, pasture, and riparian vegetation (timber, grassland) along the Squaw Creek corridor.

6. In accordance with Article IV, Section 107-69, Standards for Review, of the UDC, the proposed development is subject to the following requirements, including but not limited to:
   a. Minimum Levels of Service (MLS) standards for public improvements and services as contained in Appendix A of the UDC;
   b. Animal feeding operations separation distance requirements as contained in Appendix C of the UDC; and
   c. Land Evaluation and Site Assessment (LESA) System criteria for lands designated MUSA (Urban Service Area) as contained in Article IV, Section 107-70, of the UDC.

7. In accordance with Article IV, Section 107-70, of the UDC, no proposed development subject to the UDC shall be approved in the MUSA (Metro Urban Service Area) plan designation unless the proposed development has received at least 105 points under the LESA System.

8. The award of the minimum number of required points is considered the initial requirement for development approval. Other factors for consideration of development approval are contained in Article IV, Section 107-69, § (5), Additional Standards for Review, of the UDC.

9. The LESA evaluation for the proposed development resulted in a score of 155.7 out of 250 possible points.

CONCLUSIONS OF LAW:

Animal feeding operations separation distance requirements. At the time of application, any proposed development that is located near an Iowa Department of Natural Resources (IDNR) permitted animal feeding operation shall be separated by the distance required for the type of structure as provided for in Appendix C of the UDC.

   Analysis: The nearest IDNR permitted animal feeding operation lagoon, manure storage facility or confinement building is over six (6) miles from the proposed development area as measured from aerial photography.

   Conclusion: The requirements of Appendix C of the UDC appear to be met by the proposed development.

Land evaluation and site assessment. All requirements of Article IV, Section 107-70, of UDC shall be met as a condition of approval.

   Analysis: The LESA score for the subject property is 155.7 out of 250 possible points. A copy of the LESA Summary Sheet is attached and made part of this report.

   Conclusion: The proposed development meets the required LESA threshold score.
Article IV, Section 107-69, § (5), Additional Standards for Review of the UDC states that any proposed development must be consistent with the Comprehensive Plan, the purposes and intent of the UDC and the supplemental policies, requirements and standards of the UDC, including but not limited to:

**a. The proposed development is not detrimental to existing agricultural uses.**

*Analysis:* “High value” agricultural soils in Linn County has traditionally been defined as soils with a CSR of 65 or above. The average CSR for the subject property is 54.45.

Additionally, the proposed Dows Farm Agri-Community allocates approximately 45 acres for agricultural operations. In February 2020, Linn County issued a Request for Proposals for an experienced Farmer/Organization to develop, manage, and conduct agricultural operations at Dows Farm Agri-Community, including growing food for the Dows Farm residents and greater community while providing educational activities to the larger area. The County has entered into an agreement with the Sustainable Iowa Land Trust (SILT) to manage the farm operations. The farming operations are anchored at the existing farmstead, including historic barn, paddock and other farm support facilities with service access from Dows Road. The plan provides opportunities to integrate farming operations into the everyday life of residents, visitors and County residents including visibility from both Dows Road and Mount Vernon Road. The Dows Farm Agri-Community models a type of residential development that integrates a small agricultural operation and residential development. This popular national model enables residents to participate in varying degrees in the acts of planting, growing, harvesting, eating and even celebrating food grown on the farm.

**Conclusion:** Based on the above analysis, the proposed development is not detrimental to existing agricultural uses and, in fact, supports the local food system.

**b. The proposed development will be served by adequate public facilities and services as set forth in a development agreement.**

*Analysis:* City water and sanitary sewer are adjacent to the site along Mt. Vernon Road. A service agreement with the City of Cedar Rapids is anticipated to extend services to the proposed development. The property is bordered by Mt. Vernon Road, a County major arterial. The West Bertram Fire station is just over one mile to the west on Mt. Vernon Road.

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<th>MINIMUM LEVEL OF SERVICES FOR USA (NON-METRO/METRO)</th>
<th>Residential LESA Required</th>
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<tr>
<td><strong>PUBLIC FACILITY</strong></td>
<td><strong>MLS STANDARD</strong></td>
</tr>
<tr>
<td>WATER</td>
<td>Municipal or Subject to Specific Development Agreement</td>
</tr>
<tr>
<td>WASTEWATER</td>
<td>Municipal or Subject to Specific Development Agreement</td>
</tr>
<tr>
<td>TRANSPORTATION</td>
<td>Class A County Road Within ¼-Mile of a Hard Surface Road or Subject to Specific Development Agreement</td>
</tr>
<tr>
<td>FIRE PROTECTION</td>
<td>Within 2.5-Mile radius of Fire Station</td>
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**Conclusion:** All minimum levels of service will be met.

**c. The proposed development will not degrade significant environmental, ecological or natural resources.**

*Analysis:* A careful site analysis, identifying opportunities and constraints for development, was one of the first steps in the Dows Farm design process. Approximately 50% of the site will be protected as conservation open space, with another 25% kept as a small farm operation. The remaining 25% to be developed is located on that portion of the site with the fewest constraints for development, as determined by the site analysis process.
The Dows Farm Agri-Community integrates natural environments and a small-scale sustainable farm with a series of neighborhoods. The Squaw Creek corridor, including adjacent woodlands, will be preserved and enhanced with conservation practices while being accessible to the public thru a network of trails. The conservation area will be managed by Linn County Conservation, under Linn County’s ownership.

**Conclusion:** Based on the above analysis, the proposed development will not degrade significant environmental, ecological or natural resources and, in fact, protects environmental resources through the allocation of conservation open space.

d. **The proposed development achieves densities and uses in agricultural areas, critical natural resource areas, rural residential development areas and urban service areas as designated in the Comprehensive Plan.**

**Analysis:** The approved Governing Plan for the Dows Farm Agri-Community places a maximum of 251 residential units for the development. The property is designated for urban development on the County’s Future Land Use Map, and can be served by city water and sewer. Implementation of the USA land use map designation is achieved through the Urban Services Residential (USR) zoning category, which places a 1-acre maximum lot size. While there are many factors that would determine a final design, it is possible to estimate with some confidence a range of residential lots developed under a conventional subdivision proposal.

It is reasonable to estimate a minimum of 106 single-family residential lots at a 1-acre lot size, with up to 85% of the site developed and only 15% in open space as flood hazard area.

In order to reduce the cost per lot of providing city water and sewer, it is also reasonable to assume that lot sizes may be smaller than 1 acre, or that duplexes would be included. Lot sizes ranging from ½ acre down to ¼-acre result in a range of 212 – 424 residential lots. Again, up to 85% of the site would be developed, with only 15% in open space as flood hazard area. The table below provides a comparison of the Dows Farm Agri-Community with scenarios under a conventional subdivision design.

<table>
<thead>
<tr>
<th>Type of Development</th>
<th>No. of Lots</th>
<th>Gross Density (179 Acres)</th>
<th>% of Site Protected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conventional subdivision – 1-acre lots</td>
<td>106</td>
<td>0.59 units/acre</td>
<td>15%</td>
</tr>
<tr>
<td>Conventional subdivision – ½-acre lots</td>
<td>212</td>
<td>1.18 units/acre</td>
<td>15%</td>
</tr>
<tr>
<td>Conventional subdivision – ¼-acre lots</td>
<td>424</td>
<td>2.37 units/acre</td>
<td>15%</td>
</tr>
<tr>
<td>Dows Farm Agri-Community</td>
<td>251</td>
<td>1.40 units/acre</td>
<td>75%</td>
</tr>
</tbody>
</table>

**Conclusion:** The proposed development achieves the recommended densities as designated on the Rural Land Use Map.

e. **The proposed development is consistent with the goals, objectives and strategies of the Comprehensive Plan.**

Table 1 below lists all of the Goals found within each of the seven (7) Plan Elements in the Linn County Comprehensive Plan and determines if the proposal supports, does not support, or is neutral to each individual Goal based on a review of the Objectives and Strategies found in the plan. Any Goals that are of significant consequence to Staff's recommendation are discussed in detail below.

**Analysis:** Through the approved Governing Plan, the Dows Farm Agri-Community contributes to the implementation of strategies in all seven of the Plan Elements. **Specifically:**

**Alternative and Renewable Energy.**
- Goal 1: The project provides building permit fee incentives for energy efficient design and construction.
- Goal 2: The project requires or incentivizes construction to meet LEED, Energy Star or USGB standards.
- Goal 3: The project reduces baseline energy use through energy efficient building systems.

---

1 Underlined text is additional narrative subsequent to the September 21, 2020 PZC meeting.
**Economic Development and Employment Opportunities.**
- **Goal 1:** Through a partnership with the Sustainable Iowa Land Trust (SILT), the project supports the local food chain of activities.
- **Goal 2:** By specifically including live-work units as a residential product, the project encourages and supports home-based businesses. Also by supporting recreational and agricultural tourism.
- **Goal 4:** The project encourages compliance with LEED, Energy Star or USGB standards in buildings and equipment.

**Hazard Planning**
- **Goal 2:** A careful site analysis identified opportunities and constraints of the site for development, which provided the initial framework for the master plan. Additionally, the Governing Plan requires stormwater management practices such as bio-swales and detention areas, riparian buffering and tributary stabilization.
- **Goal 3:** Approximately 50% of the site will be placed in conservation open space, thereby discouraging development in known hazard areas.
- **Goal 4:** The project protects areas that provide holding capacity for stormwater and that slow surface runoff.

**Livable Communities.**
- **Goal 1:** The project enables “aging in place” through the provision of alternative living options; promotes and supports opportunities for healthy and active lifestyles; and enhances access to and availability of healthy foods.
- **Goal 2:** The project promotes and supports small or mid-sized farms and sustainable agriculture farm ventures.
- **Goal 3:** The project provides direct access to regional trail system; provides housing opportunities for all age groups and income levels.
- **Goal 4:** The mix of housing products and price points promotes accessible, affordable, energy-efficient, multi-generational and life-cycle housing.

**Resource Protection.**
- **Goal 1:** By placing approximately 50% of the site in conservation open space and through Low Impact Development (LID) practices, the project is designed to prevent soil erosion, improve soil quality, decrease runoff volume and duration, increase infiltration and store stormwater runoff on-site.
- **Goal 2:** The project location is designated for future urban-type development; exceeds the required LESA threshold score, and supports sustainable farming and value-added agriculture through the partnership with SILT.
- **Goal 3:** Through Low Impact Development practices, the project utilizes effective stormwater management techniques.
- **Goal 4:** Through the pursuit of off-site stormwater crediting, the project recognizes drainage and stormwater management as a regional issue and fosters multi-jurisdictional cooperation.
- **Goal 5:** The project includes strategies to improve air quality through energy efficiency in new construction and reduction in energy production loads.
- **Goal 6:** The project protects approximately 50% of the site as conservation open space where development is difficult due to instable soils, steep slopes, poor drainage or other similar conditions.

**Sustainable Development.**
- **Goal 1:** The site is adjacent to existing municipal utilities and minimizes the need for new utility extensions. Additionally, the project incorporates innovative green infrastructure techniques, protects critical ecological areas and directs development away from areas with a higher ecological value..
- **Goal 2:** The landscape requirements require native plantings and minimum tree plantings; the energy-efficient design and construction requirements will help reduce greenhouse gas emissions.
- **Goal 3:** The project is an appropriate use of conservation subdivision design, incorporates green infrastructure techniques and LID best management practices, encourages street designs that reduce pavement widths, provide natural drainage and provides street trees on both sides of streets, and requires native plant materials.
- **Goal 4:** The project requires or incentivizes green building practices, and incorporates road and subdivision design standards to encourage sustainable development practices.
Transportation

- **Goal 1**: The project is consistent with several goals of the CMPO 2040 (now 2045) Plan, specifically:
  - Goal 3: Prioritize transportation investments that result in sustainable development, increased public health, and preservation/enhancement of the environment
  - Goal 5: Invest in resilient, efficient system management and operations that also promotes energy conservation
  - Goal 7: Mitigate stormwater impacts of surface transportation to improve the resiliency and reliability of the transportation system
- **Goal 2**: The project supports and plans for future trail connectivity as part of the Dows-Manati trail.
- **Goal 3**: The project considers environmental resources through the physical design of streets and green infrastructure practices, and encourages pedestrian and bicycle connectivity.
- **Goal 5**: The project supports strategies to reduce Vehicle Miles Traveled through the siting of live-work units.

**Conclusion**: The proposal achieves an unprecedented conformance with the Linn County Comprehensive Plan and therefore this criterion appears to be met.

<table>
<thead>
<tr>
<th>ELEMENTS</th>
<th>GOALS</th>
<th>Proposal Supports</th>
<th>Proposal Does Not Support</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternative and Renewable Energy</td>
<td>Goal 1: Encourage and support the development and use of alternative and renewable energy sources.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Goal 2: Encourage and support energy efficiency strategies.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Goal 3: Identify and mitigate barriers to the development of local alternative and renewable energy resources and increased energy efficiency strategies.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Economic Development and Employment Opportunities</td>
<td>Goal 1: Encourage a diverse agricultural economy, including local foods and commodity-based agriculture.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Goal 2: Seek opportunities to diversify and expand the local employment base by providing a supportive environment for existing and new businesses, as well as entrepreneurial activities.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Goal 3: Support and encourage a well-educated, highly skilled, and diverse workforce prepared for an increasingly competitive global marketplace.</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Goal 4: Recognize that future economic success in the county depends on implementing sustainable business practices that protect our natural environmental systems.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hazard Planning</td>
<td>Goal 1: Identify and implement strategies to prevent the occurrence of human-made hazards.</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Goal 2: Reduce the risk of the loss of life, property, and economic activity as a result of the occurrence of natural and human-made hazards.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Goal 3: Increase the capacity of local government and residents to respond to the occurrence of natural and human-made hazards.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Goal 4: Increase the capacity of local government and residents to recover from the occurrence of natural and human-made hazards.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Livable Communities

<table>
<thead>
<tr>
<th>Goal 1</th>
<th>Protect and enhance the health and safety of all Linn County residents.</th>
<th>X</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goal 2</td>
<td>Maximize resilience through the production and purchase of local and regional products, and the protection of local resources.</td>
<td>X</td>
</tr>
<tr>
<td>Goal 3</td>
<td>Enhance connectivity and opportunities for all through improvements in transportation, education, and communication.</td>
<td>X</td>
</tr>
<tr>
<td>Goal 4</td>
<td>Plan for demographic trends and changes.</td>
<td>X</td>
</tr>
<tr>
<td>Goal 5</td>
<td>Value the county’s unique and special places.</td>
<td>X</td>
</tr>
</tbody>
</table>

### Resource Protection

| Goal 1 | Support initiatives designed to prevent soil erosion, improve soil quality, and educate the public on the importance of healthy soils in both urban and rural environments. | X |
| Goal 2 | Encourage the long-term viability of agriculture. | X |
| Goal 3 | Strive to maintain high-quality water resources. | X |
| Goal 4 | Address drainage and stormwater management as a regional issue and foster multi-jurisdictional cooperation. | X |
| Goal 5 | Support initiatives designed to protect or improve local air quality. | X |
| Goal 6 | Conserve and enhance natural resources, open space, and wildlife habitat throughout the county. | X |
| Goal 7 | Balance accessibility to local mineral resources with public safety considerations and competing resource protection goals. | X |

### Sustainable Development

| Goal 1 | Maximize the use of existing gray infrastructure and adopt innovative green infrastructure techniques. | X |
| Goal 2 | Proactively address climate change through prevention and adaptation. | X |
| Goal 3 | Incorporate enhanced stormwater management and erosion control practices into county development standards. | X |
| Goal 4 | Encourage green building practices for new construction and major remodels, and consider code amendments that encourage or do not inhibit sustainable development practices. | X |
| Goal 5 | Reduce landfilled waste and support clean, efficient, economical, and environmentally sound management of solid waste. | X |

### Transportation

| Goal 1 | Ensure land use decisions are coordinated with city, county, and regional transportation plans. | X |
| Goal 2 | Encourage alternatives to auto-dependent travel when making transportation, land use, and infrastructure decisions. | X |
| Goal 3 | Consider environmental, cultural, and historic resources in planning future transportation corridors, and in the physical design of transportation infrastructure. | X |
| Goal 4 | Encourage a transportation system that improves the mobility, accessibility, connectivity, and safety for all residents. | X |
| Goal 5 | Promote comprehensive strategies to reduce dependency on non-sustainable fuel sources and increase fuel efficiency. | X |

### ALTERNATIVES:

The following alternatives may be considered:

1. Recommend to the Board of Supervisors approval of the proposed rezoning subject to conditions.
2. Recommend to the Board of Supervisors denial of the proposed rezoning.
3. Refer the proposal back to the applicant for additional review / information.

### STAFF RECOMMENDATION:

Staff recommends Alternative 1 for the following reason:

1. The proposed rezoning meets all standards for approval.
IT IS THE RESPONSIBILITY OF THE APPLICANT TO COMPLETE ALL CONDITIONS, AS OUTLINED IN THIS STAFF REPORT, PRIOR TO FINAL APPROVAL OF THE CASE. IF YOU HAVE QUESTIONS REGARDING A CONDITION, CONTACT THE DEPARTMENT UNDER WHICH THAT CONDITION IS LISTED. THE CONTACTS’ NAMES AND PHONE NUMBERS ARE LISTED BELOW. ITEMS IN THE COMMENTS SECTION ARE NOT A REQUIREMENT TO BE MET PRIOR TO APPROVAL. THEY ARE INTENDED TO INCREASE YOUR KNOWLEDGE AND AWARENESS OF ISSUES THAT MAY POSSIBLY EXIST ON THE PROPERTY.

LINN COUNTY SECONDARY ROAD DEPARTMENT, 892-6400
BRAD KETELS, COUNTY ENGINEER, Brad.Ketels@linncounty.org
JON RESLER, ASSISTANT COUNTY ENGINEER, Jon.Resler@linncounty.org

1. No conditions to be met.

IOWA DEPARTMENT OF TRANSPORTATION
JOEL KEIM, ENGINEERING OPERATIONS TECHNICIAN, 730-1533
Joel.Keim@dot.iowa.gov

1. Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT
SUE ELLEN HOSCH, ENVIRONMENTAL SPECIALIST, 892-6033
SueEllen.Hosch@linncounty.org

1. No conditions to be met.

NATURAL RESOURCES CONSERVATION SERVICE
JON GALLAGHER, LINN COUNTY SOIL CONSERVATIONIST
JOHN BRUENE, DISTRICT CONSERVATIONIST, 377-5960 x3
Jon.Gallagher@ia.nacdnet.net

1. No conditions to be met.

LINN COUNTY CONSERVATION DEPARTMENT
DANIEL GIBBINS, 892-6450
Daniel.Gibbins@linncounty.org

1. No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT
STEVE O’KONEK, 892-6500
Steve.OKonek@linncounty-ema.org

1. No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT - ZONING DIVISION
LES BECK, DIRECTOR, 892-5130
les.beck@linncounty.org

1. Prior to close of the Board of Supervisors’ public hearing, the owner must sign an “Acceptance of Conditions” form. The “Acceptance of Conditions” form states that the owner understands and agrees to comply with the agreed upon conditions as negotiated or required by the Board of Supervisors.

2. Any proposed development is subject to an approved Governing Plan for the property.

3. The associated LUP map amendment, Case JA20-0003 land use map amendment, must be approved prior to final consideration of this rezoning.
SUMMARY OF LESA EVALUATION

Date of LESA Evaluation: 8/27/2020
Case No.: PLE20-0035
Evaluation By: Stephanie Lientz
GPN: 152042600200000, 152015100100000, 152015100200000, 152042600100000,
152045100100000, 152047600100000, 152040100100000
Property Owner: Linn County
Property Address: 622 Dows Rd
Property City, State, Zip: Cedar Rapids, IA 52403
Rural Land Use Map Designation: Urban Service Area (USA)
Proposed Zoning: Urban Services Residential (USR)

Applicant Information
Applicant: Linn County
Address: 935 2nd St SW
City, State, Zip: Cedar Rapids, IA 52404

155.72: LESA SCORE
105: MINIMUM REQUIRED THRESHOLD SCORE

LESA Evaluation Summary

Urban Service Area Scoring Elements

Agricultural Impacts — Evaluates elements that may affect agricultural sustainability

22.77 / 50 — CSR — A measure of the agricultural production capability
19.00 / 30 — On Site Ag production (5 years) — How much was the site used for agriculture in past 5 years

Compatibility — Evaluates how the proposed site use compares to surrounding areas

50 / 50 — Proximity to Urban Development — Measure how far the site is from urban development
14.00 / 40 — Contiguous like Zoning — How similar/dissimilar is proposed site zoning to surrounding zoning
28.00 / 45 — Development within ¼ mile — How "developed" is the land within close proximity to the site
5.00 / 15 — Development within 1 mile — How "developed" is the land in the surrounding areas

Site Development Limitations

1.90 / 2 — Steep Slopes — How much of the land is considered steep
1.85 / 2 — Highly Erodible Soils / Depth to Water — Presence of shallow water table and erodible soils
2.00 / 2 — Suitability for Septic Tanks & Road Fill / Shrink-Swell Rating — Is land suitable for these purposes
1.90 / 2 — Depth to Bedrock — How much of the land is limited by soil close to the bedrock
2.00 / 2 — Hydric Soils — How much of the land is covered by soil with hydric conditions

Environmental and Historical Impacts

2.30 / 2.5 — Critical Natural Resource Areas — Does the tract impact identified critical resource areas
2.50 / 2.5 — Threatened and Endangered Species — Does it impact known habitat of threatened/endangered species
2.50 / 2.5 — Unique Natural Areas — Does it impact areas considered a Unique Natural Area
0.00 / 2.5 — Historical and Cultural Impacts — Does it impact historical, cultural, or archaeological sites
The Planning & Zoning Commission recommended approval of JR20-0007 on October 19, 2020

DuBois       Aye
Grenis       Aye
Landa        Aye
Eilers       Recused
Maxwell      Aye
Wagner       Aye
Kuntz        Nay
LINN COUNTY ORDINANCE No. – 2020

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF LINN COUNTY, IOWA BY REZONING AND CHANGING THE DISTRICT CLASSIFICATION OF CERTAIN PROPERTY LOCATED AT 920 KNAPP RD, IOWA FROM THE "RR1" RURAL RESIDENTIAL 1-ACRE TO THE "RR2" RURAL RESIDENTIAL 2-ACRE DISTRICT

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

SECTION 1. ZONING DISTRICT CHANGED. The zoning of property located at 920 KNAPP RD, Iowa legally described as:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3 AND THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE N89°21'49"E 667.98 FEET ALONG THE NORTH LINE OF SAID LOT 3 AND THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER TO THE NORTHWEST CORNER OF LOT 1 OF SAID REVISED WILKEY FIRST ADDITION; THENCE S0°36'48"E 318.02 FEET ALONG THE WEST LINE OF SAID LOT 1 AND THE WEST LINE OF THE EAST 616.66 FEET OF SAID LOT 3 AND THE WEST LINE OF PARCEL A, PLAT OF SURVEY NO. 2163 AS RECORDED IN BOOK 9823, PAGE 649 IN THE OFFICE OF THE LINN COUNTY, IOWA RECORDER TO THE SOUTHWEST CORNER OF SAID PARCEL A; THENCE N89°22'09"E 617.59 FEET ALONG THE SOUTH LINE OF SAID PARCEL A TO THE SOUTHEAST CORNER OF SAID PARCEL A AND THE WEST RIGHT OF WAY OF KNAPP ROAD; THENCE SOUTHERLY 15.68 FEET ALONG THE EAST LINE OF SAID LOT 3 AND SAID WEST RIGHT OF WAY AND THE ARC OF A 58,947.60 FOOT RADIUS CURVE, CONCAVE WESTERLY (CHORD BEARS S0°55'40"E 15.68 FEET); THENCE S0°48'29"E 176.27 FEET ALONG EAST LINE AND SAID WEST RIGHT OF WAY; THENCE S5°21'27"W 105.58 FEET ALONG SAID EAST LINE
AND SAID WEST RIGHT OF WAY TO THE NORTHEAST CORNER OF PARCEL A, PLAT OF SURVEY NO. 2473 AS RECORDED IN BOOK 10780, PAGE 73 IN THE OFFICE OF THE LINN COUNTY, IOWA RECORDER; THENCE S89°22'03"W 176.90 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL A; THENCE S60°22'59"W 50.94 FEET ALONG SAID NORTHERLY LINE; THENCE S65°18'50"W 98.88 FEET ALONG SAID NORTHERLY LINE; THENCE WESTERLY 75.71 FEET ALONG SAID NORTHERLY LINE AND THE ARC OF A 105.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY (CHORD BEARS S85°58'10"W 74.08 FEET); THENCE N73°22'30"W 42.93 FEET ALONG SAID NORTHERLY LINE; THENCE N80°10'23"W 30.47 FEET ALONG SAID NORTHERLY LINE; THENCE S72°52'01"W 18.47 FEET ALONG SAID NORTHERLY LINE TO THE NORTHWEST CORNER OF SAID PARCEL A; THENCE S10°14'14"E 265.73 FEET ALONG THE WEST LINE OF SAID PARCEL A AND THE WEST LINE OF PARCEL A, PLAT OF SURVEY NO. 2162 AS RECORDED IN BOOK 9823, PAGE 648 IN THE OFFICE OF THE LINN COUNTY, IOWA RECORDER AND THE WEST LINE OF LOT 2 OF SAID WILKEY FIRST ADDITION TO THE SOUTHWEST CORNER OF SAID LOT 2 AND THE NORTHERLY RIGHT OF WAY OF HIGHWAY 30; THENCE N77°55'55"W 60.01 FEET ALONG SAID NORTHERLY RIGHT OF WAY AND THE SOUTHERLY LINE OF SAID LOT 3; THENCE S82°20'07"W 328.97 FEET ALONG SAID NORTHERLY RIGHT OF WAY AND SAID SOUTHERLY LINE; THENCE N88°45'21"W 275.03 FEET ALONG SAID NORTHERLY RIGHT OF WAY AND SAID SOUTHERLY LINE; THENCE N65°44'24"W 190.26 FEET ALONG SAID NORTHERLY RIGHT OF WAY AND SAID SOUTHERLY LINE TO THE SOUTHWEST CORNER OF SAID LOT 3 AND THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE WEST LINE OF SAID LOT 3; THENCE N1°27'24"W 871.38 FEET ALONG SAID WEST LINES TO THE POINT OF BEGINNING.

is hereby changed from the “RR1” Rural Residential 1-Acre district to the “RR2” Rural Residential 2-Acre district.

SECTION 2. ZONING MAP AMENDED. The Planning and Development Director, or his/her designee, is instructed to modify the Official Zoning Map of Linn County, Iowa to reflect the district classification change described in Section 1.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

SECTION 4. 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 5. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 6. 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 2nd day of November, 2020

Second consideration on the 4th day of November, 2020

Third and final passage on the ______ day of ________________, ______

Published in the Gazette on the ______ day of ________________, ______
LINN COUNTY BOARD OF SUPERVISORS

______________________________
Chairperson

______________________________
Supervisor

______________________________
Supervisor

ATTEST:

______________________________
Joel D. Miller, Linn County Auditor

STATE OF IOWA  )
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 __________________________, _________ and published as provided by law on __________________________, _________.

______________________________
Linn County Auditor

Subscribed and sworn to me this _____ day of ___________, _________.

______________________________
Notary Public, State of Iowa
LINN COUNTY ORDINANCE No. – – 2020

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF LINN COUNTY, IOWA BY REZONING AND CHANGING THE DISTRICT CLASSIFICATION OF CERTAIN PROPERTY LOCATED AT 3250 LINN BUCHANAN RD, IOWA FROM THE “VR” VILLAGE RESIDENTIAL DISTRICT TO THE “AG” AGRICULTURAL DISTRICT

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

SECTION 1. ZONING DISTRICT CHANGED. The zoning of property located at 3250 LINN BUCHANAN RD, Iowa legally described as:

Lots 1 & 2, Hilltop Second Addition to Linn County, Iowa (as recorded in Book 6711, pages 651-663 in the Linn County Office of the Recorder)

is hereby changed from the “VR” Village Residential District to the “AG” Agricultural District.

SECTION 2. ZONING MAP AMENDED. The Planning and Development Director, or his/her designee, is instructed to modify the Official Zoning Map of Linn County, Iowa to reflect the district classification change described in Section 1.

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Public hearing and first consideration on the 2nd day of November, 2020

Second consideration on the 4th day of November, 2020

Third and final passage on the 10th day of November, 2020

Published in the Gazette on the _______ day of ______________________, 2020

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 ______________________, 2020 and published as provided by law on ______________________, 2020.
Linn County Auditor

Subscribed and sworn to me this _____ day of ___________, 2020.

Notary Public, State of Iowa
LINN COUNTY ORDINANCE No. — 2020

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF LINN COUNTY, IOWA BY REZONING AND CHANGING THE DISTRICT CLASSIFICATION OF CERTAIN PROPERTY LOCATED AT 3240 LINN BUCHANAN RD, IOWA FROM THE "VR" VILLAGE RESIDENTIAL DISTRICT TO THE "AG" AGRICULTURAL DISTRICT

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

SECTION 1. ZONING DISTRICT CHANGED. The zoning of property located at 3240 LINN BUCHANAN RD, Iowa legally described as:

Lots 1 & 2, Hilltop Second Addition to Linn County, Iowa (as recorded in Book 6711, pages 651-663 in the Linn County Office of the Recorder)

is hereby changed from the "VR" Village Residential District to the "AG" Agricultural District.

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Public hearing and first consideration on the 2nd day of November, 2020

Second consideration on the 4th day of November, 2020

Third and final passage on the 10th day of November, 2020

Published in the Gazette on the _______ day of _____________________, 2020

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 _________________________, 2020 and published as provided by law on _________________________, 2020.
Linn County Auditor

Subscribed and sworn to me this ____ day of _________, 2020.

________________________________________
Notary Public, State of Iowa