

BOARD OF SUPERVISORSDistrict 1 | **Stacey Walker**District 2 | **Ben Rogers**District 3 | **Louis J. Zumbach****JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER**

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

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

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Monday, January 10, 2022

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 approve a resolution appointing Assistant County Attorney, Shayl G Wilson

Discuss an amendment to the Contract for Provision of Service Agreement between Hawkeye Area Community Action Program, Inc. (HACAP) and Linn County outlining mask and COVID-19 vaccination requirements, effective January 31, 2022.

Discuss reallocation of Tanager Place Linn County fund balance project funding to include the flexibility to use the funding to provide additional mental health related services at the Collins Community Credit Union Hub and/or Willis Dady Homeless Shelter

Discuss a proposed 2022 Linn County Medical Examiner Service Agreement between Donald J Linder, D.O., Linn County Medical Examiner and Linn County

Discuss Linn County's annual recertification in the Community Rating System

Discuss and decide on submitting a letter to the Iowa Utilities Board regarding proposed carbon dioxide (CO2) pipelines

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.

Legislative Update

Discuss and decide on action related to proposed legislation

Correspondence**Appointments**

1:30
Formal Board Room

Review of proposed Fiscal Year 2023 budget for the Sheriff

Other budget discussions if necessary.

6:00
Linn County Fairgrounds
Lynn Dunn Memorial Building
201 Central City Road, Central City, 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.

Public Hearing and first consideration on an ordinance rezoning the following parcels located on portions of Robinson Rd, Coggon Rd, Sutton Rd, Castle Ln, Pering Ridge Rd, Linn Delaware Rd, and Quality Ridge Rd from Agricultural (AG) to Agricultural with a Renewable Energy overlay (RE-AG). Parcels include: 020525100100000, 020627600100000, 026015100100000, 020632600100000, 020630100100000, 020642600100000, 020635100100000, 020637600100000, 020646100100000, 020647600200000, 020535100300000, 020720100100000, 020712600100000, 020712600200000, 020715100100000, 020717600100000, 020612600200000.

Public hearing and first consideration for rezoning case JR21-0008, request to rezone property located near Coggon Rd, from AG (Agricultural) district to RE-AG (Agricultural with a Renewable Energy Overlay) district, approximately 750 acres, Balster Family Trust; Michael and Tammy Dougherty; Clayton Kramer; Kenneth and Deanice Ludolph; Joel and Kerry Peyton; and Levi and Sierra Peyton, owners, Clenera, petitioner.

Adjournment

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

RESOLUTION #_____

RESOLUTION APPROVING APPOINTMENT OF ASSISTANT LINN COUNTY ATTORNEY

WHEREAS, pursuant to Section 331.903(1), Code of Iowa, Nicholas G. Maybanks, Linn County Attorney, has submitted to the Board of Supervisors, Linn County, Iowa, for approval of Shayl G. Wilson, for appointment as Assistant County Attorney, and

WHEREAS, the Board of Supervisors, Linn County, Iowa, finds Shayl G. Wilson to be qualified to serve as Assistant County Attorney and that the appointment of Shayl G. Wilson will not exceed the number of assistants authorized for the Linn County Attorney's Office by the Board of Supervisors, Linn County, Iowa.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, that the appointment of Shayl G. Wilson as Assistant County Attorney by Nicholas G. Maybanks, Linn County Attorney, is hereby approved.

Dated at Cedar Rapids, Linn County, Iowa, this _____ day of _____, 2022.

LINN COUNTY BOARD OF SUPERVISORS

AYE:

NAY:

ABSTAIN:

CHAIRPERSON

SUPERVISOR

SUPERVISOR

ATTEST:

JOEL D. MILLER, Linn County Auditor

STATE OF IOWA)
) ss:
COUNTY OF LINN)

I, JOEL D. MILLER, County Auditor of Linn County, Iowa, hereby certifies that at a regular meeting of the said Board, the foregoing was duly adopted by a vote of ____ aye, ____ nay and ____ abstained from voting.

JOEL D. MILLER

Subscribed and sworn to before me by the aforesaid on this _____ day of _____, 2021.

NOTARY PUBLIC – State of Iowa

This amendment is made by Hawkeye Area Community Action Program, Inc. (HACAP) and Linn County Child Development Center (Provider), parties to the Contract for Provision of Service Agreement (effective September 1, 2020 through August 31, 2023) dated April 1, 2020.

On November 30, 2021 the Department of Health and Human Services (HHS) issued new Head Start Program Performance Standards (HPPS) to outline masking and COVID-19 vaccination requirements for all Head Start staff, contractors and volunteers who have direct contact to with enrolled Head Start children and families in any capacity regardless of funding source to follow masking and vaccine mandates.

HSPPS 1302.47(5)(vi) Safety Practices. Masking, using masks recommended by CDC, for all individuals 2 years of age or older; indoors in a setting when Head Start services are provided; and for those not fully vaccinated, outdoors in crowded settings or during activities that involve sustained close contact with other people, except: (A) Children or adults when they are either eating or drinking; (B) Children when they are napping; (C) When a person cannot wear a mask, or cannot safely wear a mask because of a disability as defined by the Americans with Disabilities Act; or (D) When a child's health care provider advises and alternative face covering to accommodate the child's special health care needs.

Compliance Date: November 30, 2021

HSSPPS 1302.93(a)(1) Staff health and wellness. All staff, and those contractors whose activities involve contact with or providing direct services to children and families, must be fully vaccinated for COVID-19, other than those employees: (i) For whom a vaccine is medically contraindicated; (ii) For whom medical necessity requires a delay in vaccination; or (iii) Who are legally entitled to an accommodation with regard to the COVID-19 vaccination requirements based on an applicable Federal law. (2) Those granted an accommodation outlined in paragraph (a)(1) of this section must undergo SARS-COV-2 testing for current infection at least weekly with those who have negative test results to remain in the classroom or working directly with children. Those with positive test results must be immediately excluded from the facility, so they are away from children and staff until they are determine to no longer be infectious.

Compliance Date: January 31, 2022

The Agreement is amended as follows:

HACAP and Provider agree that as of January 31, 2022, the Provider is not able to fully comply with the Head Start Program Performance Standards for masking mandate and/or the vaccine mandate. HACAP and Provider agree to continue to provide services to children who are dually eligible and enrolled for both Head Start and the Provider's Early Childhood Program. The provision of services will continue for the duration of the 2021-2022 school year for Contract for Provision of Classroom Services. HACAP and Provider will continue conversations for the mutual benefit of both parties. HACAP and Provider agree to make mutually agreed upon

changes to this contract for the 2022-2023 school year by June 30, 2022, which will become written, signed amendments to this contract.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement, the terms of this amendment will prevail.

Authorized Representative(s) for the Provider:

Signature	Date
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Title

Signature	Date
-----------	------

Title

Authorized Representatives of Hawkeye Area Community Action Program:

Jane Drapeaux, Chief Executive Officer	Date
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Christi Regan Early Childhood Programs Director	Date
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LINN COUNTY MEDICAL EXAMINER SERVICE AGREEMENT

This Agreement entered into this _____ day of _____, 20__, between Linn County, Iowa, (hereinafter referred to as "County") and Donald J. Linder, D.O., a doctor of medicine and surgery licensed in the State of Iowa and duly appointed Medical Examiner of Linn County, Iowa, (hereinafter referred to as "Medical Examiner") whose office is located at 2900 Hunters Ridge Rd., Marion, IA 52302.

WITNESSETH, IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth, County and Medical Examiner agree as follows:

I. MEDICAL EXAMINER SHALL PERSONALLY OR BY DULY APPOINTED DEPUTY LINN COUNTY MEDICAL EXAMINER(S), LICENSED IN THE STATE OF IOWA AS A DOCTOR OF MEDICINE AND SURGERY, A DOCTOR OF OSTEOPATHIC MEDICINE AND SURGERY OR AS AN OSTEOPATHIC PHYSICIAN, PROVIDE THE FOLLOWING SERVICES:

1. Conduct a preliminary examination of the cause and manner of death, prepare a written report of the findings, promptly submit the full report to the State Medical Examiner on forms prescribed for that purpose and submit a copy of the report to the Linn County Attorney for each person's death occurring in Linn County, Iowa, which affects the public interest as required in subsection 331.802(3), Code of Iowa.

2. Conduct the investigations set forth in paragraph 1 of this section in the manner required by the State Medical Examiner and determine whether the public interest requires an autopsy or other special investigation. In determining the need for an autopsy, Medical Examiner shall consider the request for an autopsy from a public official or private person, and Medical Examiner shall require an autopsy upon the request of the State Medical Examiner or the Linn County Attorney or if the death occurred in the manner specified in subsection 331.802(3)(j), Code of Iowa.

3. Ensure that any person making an autopsy pursuant to the request by Medical Examiner promptly file a complete record of findings in the office of the State Medical Examiner, the Linn County Attorney and, when applicable, the county attorney of the county where the death occurred or the county where any injury contributing to or causing the death was sustained.

4. Ensure that summary of the findings resulting from an autopsy of a child under the age of two (2) years whose death occurred in the manner specified in subsection 331.802(3)(j), Code of Iowa, be transmitted immediately by the person who performed the autopsy to Medical Examiner. Medical Examiner shall forward such report to the parent, guardian, or custodian of the child or ensure that such report is so forwarded by Medical Examiner's designee or the infant's attending physician.

5. Notify the Linn County Attorney in any instance of a sudden, violent, or suspicious death after which the body is buried without an investigation or autopsy. Upon such a body being exhumed pursuant to court order, arrange for an autopsy performed by a Medical Examiner or a pathologist.

6. Upon application and payment of a fee determined by the Board of Supervisors, Linn County, Iowa, Medical Examiner shall provide an examination certificate to the person requesting same and file a copy of the certificate in the Medical Examiner's office.

7. After an investigation has been contemplated, including an autopsy if one is made, arrange for delivery of the body to a relative or friend of the deceased person for burial or other appropriate disposition.

8. Medical Examiner shall be solely responsible for payment of fees, costs, and expenses to Deputy Linn County Medical Examiner(s) and Linn County Medical Examiner Investigator(s), including Lead Linn County Medical Examiner Investigator, for services provided pursuant to this Agreement. Notwithstanding the foregoing, Medical Examiner shall approve and submit claims to County for fees, costs, and expenses of Deputy Linn County Medical Examiner(s), Linn County Medical Examiner Investigator(s), including Lead Linn County Medical Examiner Investigator, for services provided pursuant to this Agreement, and payment for such claim shall be made directly to the Deputy Linn County Medical Examiner(s), Linn County Medical Examiner Investigator(s), including Lead Linn County Medical Examiner Investigator, by County.

9. Engage in outreach activities with the medical and law enforcement communities, and other Linn County groups as Medical Examiner deems appropriate and beneficial to promote the welfare of Linn County residents and further the objective of the Linn County Medical Examiner's Office.

II. COUNTY AGREES TO:

1. Pay to Medical Examiner for provision, pursuant to this Agreement, of the services set forth in Section I herein by Medical Examiner and/or Deputy Linn County Medical Examiner(s) fees at the rate of Four Hundred Forty-Nine Dollars and Ninety-Three Cents (\$449.93) per death investigated with written report of findings set forth in Section I of this Agreement.

2. County shall also pay to Medical Examiner, for additional services rendered in deaths where an autopsy is ordered, fees at the rate of Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$333.33) for each such death. Fees paid pursuant to this section of the Agreement shall not exceed Thirty-Five Thousand Dollars (\$35,000.00) for the term of the Agreement regardless of the number of deaths in which autopsies are ordered. The payments made pursuant to this section are in lieu of payment for clerical services provided by Medical Examiner or actual expenses incurred

by Medical Examiner to obtain clerical services in the performance of this Agreement. No such claims shall be submitted by Medical Examiner or paid by County.

3. Subject to the provisions of Section II(2) of this Agreement, County shall reimburse Medical Examiner for other actual expenses incurred in the provisions, pursuant to this Agreement, of the services set forth in Section I herein.

4. County shall separately pay the fees and costs of any autopsy requested by Medical Examiner pursuant to this Agreement and performed by a person other than Medical Examiner or Deputy Linn County Medical Examiner.

5. Costs for issuance of cremation permits pursuant to Section 331.805(3)(b), Code of Iowa, shall be established by Medical Examiner, not to exceed Seventy-Five Dollars (\$75.00) per permit issued. Such costs shall be borne by the family, next of kin, guardian of the decedent, or other person, as provided in Section 331.805(3)(b), and shall be retained by Medical Examiner.

6. Effective the month of August, 2016, County shall also pay to Medical Examiner, for Lead Medical Examiner Investigator services in deaths for which services are provided pursuant to this Agreement, a fee in the amount of Three Thousand One Hundred Sixty-Seven Dollars and Twenty-Five Cents (\$3,167.25) per month.

III. ADMINISTRATION:

1. Pursuant to Section 670.8, Code of Iowa, the County shall defend, save harmless and indemnify Medical Examiner and/or Deputy Linn County Medical Examiner(s) against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of his duties. However, this agreement to save harmless and indemnify shall not apply to awards for punitive damages. Also, this agreement to save harmless and indemnify shall not apply and County is entitled to restitution by Medical Examiner and/or Deputy Linn County Medical Examiner(s) if, in an action commenced by County against Medical Examiner, it is determined that the conduct of the Medical Examiner and/or Deputy Linn County Medical Examiner(s) upon which the tort claim or demand was based constituted a willful and wanton act or omission. This agreement to defend, save harmless and indemnify shall apply whether or not County is a party to the action and shall include but not be limited to cases arising under Title 42 United States Code Section 1983. In the event Medical Examiner and/or Linn County Deputy Medical Examiner(s) fails to cooperate in the defense against the claim or demand, County shall have a right of indemnification against Medical Examiner.

2. This Agreement recognizes that Medical Examiner, Linn County Deputy Medical Examiner(s), Linn County Medical Examiner Investigator(s), including Lead Linn County Medical Examiner Investigator, are independent contractors and will not be considered employees of Linn County, Iowa, for any purpose.

IV. TERM OF THIS AGREEMENT:

1. This Agreement shall commence on January 1, 2022, and shall be in effect until December 31, 2022.

2. This Agreement shall terminate of its own accord and without further notice should Donald J. Linder, D.O., no longer occupy the position of Linn County Medical Examiner for any reason.

V. EFFECTIVE DATE:

This Agreement shall be effective upon its execution by the parties, retroactive to the commencement of the Agreement term as provided herein.

IN WITNESS WHEREOF, the parties hereto have set their hands for the purposes herein expressed to this instrument, as of the dates below indicated.

LINN COUNTY, IOWA

BY:

**Chairperson, Linn County
Board of Supervisors**

**Donald J. Linder, D.O.
Linn County Medical Examiner**

Date

Date

MEDEXAM1- 12/13/2021

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

CRS COMMUNITY CERTIFICATIONS

OMB Control Number: 1660-0022
Expiration: 10/31/2023

Community Linn County State IA CID 190829
(6-digit NFIP Community Identification Number)

Note: Please cross out any incorrect items, below, as needed, and insert the updated information.

CC-213 Recertification

Recertification due date February 1, 2022

Chief Executive Officer		CRS Coordinator	
Name	Ben Rogers		Rodd Baxter
Title	Supervisor-Chairperson		Zoning Inspector-CFM
Address	935 Second Street Southwest Cedar Rapids, IA 52404		935 Second Street Southwest Cedar Rapids, IA 52404
Phone number	(319) 892-5106		(319) 892-5134
E-mail address	Ben.Rogers@linncountyiowa.gov		Rodd.Baxter@linncountyiowa.gov

I hereby certify that Linn County [community name] is implementing the following activities on the attached pages as credited under the Community Rating System and described in our original application to the CRS and subsequent modifications.

I hereby certify that, to the best of my knowledge and belief, we are in full compliance with the minimum requirements of the NFIP and we understand that we must remain in full compliance with the minimum requirements of the NFIP. We understand that at any time we are not to be in full compliance, we will retrograde to a CRS Class 10.

I hereby certify that we will continue to maintain FEMA Elevation Certificates on all new buildings and substantial improvements constructed in the Special Flood Hazard Area following the date at which we joined the CRS.

I hereby certify that if there are one or more repetitive loss properties in our community that we must take certain actions that include reviewing and updating the list of repetitive loss properties, mapping repetitive loss areas, describing the cause of the losses, and sending an outreach project to those areas each year, and if we have fifty (50) or more unmitigated repetitive loss properties we must earn credit under Activity 510 (Floodplain Management Planning) for either a repetitive loss area analysis (RLAA) or a floodplain management plan (FMP).

I hereby certify that, to the best of my knowledge and belief, we are maintaining in force flood insurance policies for insurable buildings owned by us and located in the Special Flood Hazard Area (SFHA) shown on our Flood Insurance Rate Map. I further understand that disaster assistance for any community-owned building located in the SFHA is reduced by the amount of National Flood Insurance Program (NFIP) flood insurance coverage (structure and contents) that a community should be carrying on the building, regardless of whether the community is carrying a policy.

Signature _____ (Chief Executive Officer)

Date _____

CC-213-1

[continued on next page]

Community Linn CountyState IACID 190829

(6-digit NFIP Community Identification Number)

CRS Program Data Table	A. In the SFHA	B. In a regulated floodplain outside the SFHA	C. In the rest of the community
1. Last report's number of buildings in the SFHA (bSF) (line 6, last report)	195		
2. Number of new buildings constructed since last report	+ 0	0	46
3. Number of buildings removed/demolished since last report	- 0	0	
4. Number of buildings affected by map revisions since last report (+ or -)	0	0	
5. Number of buildings affected by corporate limits changes (+ or -)	0	0	
6. Current total number of buildings in the SFHA (bSF) (total lines 1-5)	195		
7. Number of substantial improvement/damage projects since last report	0	0	
8. Number of repetitive loss properties mitigated since last report	0	0	0
9. Number of LOMRs and map revisions (not LOMAs) since last report	0		
10. Acreage of the SFHA (aSFHA) as of the last report (line 13, last report)	44,738		
11. Acreage of area(s) affected by map revisions since last report (+ or -)	0	0	
12. Acreage of area(s) affected by corporate limits changes (+ or -)	-33	0	
13. Current acreage of the SFHA (total lines 10-12)	44,705		
14. Primary source for building data:	BUILDING PERMIT DATA		
15. Primary source for area data:	SFHA OUTSIDE OF INCORPORATED CITIES BY G.I.S.		
16. Period covered:	1/1/2021 THRU 12/31/2021	Current FIRM date	JULY, 20, 2021
<i>If available, the following data would be useful:</i>			
17. Number of new manufactured homes installed since last report	0	0	0
18. Number of other new 1 -4 family buildings constructed since last report	0	0	46
19. Number of all other buildings constructed/installed since last report	0	0	0

Comments:

(Please note the number of the line to which the comment refers.)

12. 33 ACRES OF SFHA WAS ANNEXED INTO INCORPORATED CITIES.

Community Linn County State IA CID 190829
County Linn

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

Your community has been verified as receiving CRS credit for the following Activities.

- If your community is still implementing these activities the CRS coordinator is required to put his or her initials in the blank (do not use a checkmark or an "X") and **attach** the appropriate items. A blank with no initials indicates you are not implementing that Activity anymore, and will result in loss of points (and possible CRS Class).
- If the word "**attached**" is used you must provide the requested documentation for that Activity. If no documentation has been acquired for that Activity, please explain why there is no documentation from the past year.

RB 310 EC: We are maintaining Elevation Certificates, Floodproofing Certificates, Basement Floodproofing Certificates, V Zone design certificates and engineered opening certificates on all new construction and substantially improved buildings in our Special Flood Hazard Area (SFHA) and make copies of all Certificates available at our present office location. RB *Initial here is you have had no new construction or substantial improvement in the SFHA in the last year.*

RB 310 EC: **Attached is the permit list for only new or substantially improved structures in the SFHA that have been completed in the last year.** We have permitted 1 new building and substantial improvements in the SFHA during this reporting period.

RB 310 EC: **Attached are all the Certificates for new or substantially improved structures that have been completed during this reporting period that are included on the above permit list.** (Note: The total number of Elevation and Floodproofing certificates should match the number of permits issued and completed within the reporting period defined above. All permits issued for new construction or substantial improvement within the V zone should have both an Elevation Certificate and a V Zone Certificate, and all buildings with basements within the basement exemption communities should have both an Elevation Certificate and a Basement Floodproofing Certificate).

RB 320 MI 1: We are providing basic flood information to inquirers. We also continue to provide the following to inquirers:

RB MI 2 additional FIRM information

RB MI 6 historical flood information

RB MI 7 natural floodplain functions

RB 320 MI: **Attached is a copy of the publicity for the credited elements of this service this year.**

Community Linn County State IA CID 190829
County Linn

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

RB 320 MI: **Attached is a copy of one page of the log, a letter, or other record that we kept on this service this year.**

RB 320 MI: We are continuing to keep our FIRM updated and maintain old copies of our FIRM.

RB 330 OP: We continue to conduct or provide all credited outreach projects.

RB 340 ODR: People looking to purchase flood prone property are being advised of the flood hazard through our credited hazard disclosure measures.

RB 350 LIB/LPD: Our public library continues to maintain flood protection materials.

RB 360 PPA: We continue to provide flood protection advice to inquirers.

RB 360 PPV: We continue to provide on-site flood protection assistance to inquirers.

RB 360 PPA/PPV/FAA: **Attached is a copy of one page of the log, up to three letters, or other records that we kept on this service this year.**

RB 360 PPA/PPV/FAA: **Attached is a copy of the document that told others about this these services this year.**

RB 420 OSP: We continue to preserve our open space in the floodplain.

RB 420 LZ/OSI: We continue to enforce our ordinance(s) for low-density zoning and/or open space incentives. *Initial here if you have changed the allowable density of development in any of your zoning districts, rezoned parcels in the floodplain or changed your open space incentives. **Attach a copy of the amended regulations, provide a summary of the changes, and mark up the regulation indicating what's been changed.***

RB 430: We continue to enforce the floodplain management provisions of our zoning, subdivision and building code ordinances for which we are receiving credit.
[RB] *Initial here if you have amended your floodplain regulations. **Attach a copy of the amended regulations, provide a summary of the changes and mark up the regulations indicating what's been changed.***

RB 430 RA: We continue to enforce our procedures for administering our floodplain management regulations. If applicable, we also continue to employ CFMs and staff who took credited training courses. We currently have 1 CFMs on staff.

RB 440 AMD: We continue to use and update our flood data maintenance system on an annual basis as needed.

Community Linn County State IA CID 190829
County Linn

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

RB 502 RL: We currently have 4 repetitive loss properties and send our notice to _____ properties in the repetitive loss areas.

RB 502 RL: **Attached is a copy of this year's notice on property protection, flood insurance and financial assistance that we sent to our repetitive loss areas.**

RB 510 FMP/RLAA: **Attached is a copy of our floodplain management plan's annual progress report for the action items contained in the plan.** We have included a progress report template for you to use (in the email notification) if you don't have one of your own.

RB 510 FMP/RLAA: We have provided copies of this progress report to our governing board and local media.

RB 520 AR: We continue to maintain as open space the lots where buildings were acquired or relocated out of the floodplain. [] Initial here if there have been any changes (additions or deletions) to the parcels credited as open space. **Attach a description of those changes.**

RB 530 FP: We continue to encourage property owners interested in elevating or retrofitting their buildings to protect them from flood damage. [] Initial here if there have been any changes (additions or deletions) to the buildings credited as being flood protected. Attach a description of those changes.

Additional Comments:

Attachments:

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

LINN COUNTY ORDINANCE No. - - 2022

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF LINN COUNTY, IOWA BY REZONING AND CHANGING THE DISTRICT CLASSIFICATION OF CERTAIN PROPERTY LOCATED NEAR COGGON ROAD, IOWA FROM THE "AG" AGRICULTURAL DISTRICT TO THE "RE-AG" AGRICULTURAL WITH A RENEWABLE ENERGY OVERLAY DISTRICT

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 JR21-0008 or as otherwise established by the Board, as follows:

SECTION 1. ZONING DISTRICT CHANGED. The zoning of property located near Coggon Road, Iowa legally described as:

T86N, R6W, S6: W1/2 NW1/4, SW1/4 NE1/4, SW1/4, W1/2 SE1/4, E1/2 SE1/4 SE1/4. T86N, R6W, S5: W1/2 SW1/4 SW1/4. T86N, R6W, S7: N1/2 NE1/4 NW1/4, NW1/4 NE1/4, S1/2 NE1/4.

is hereby changed from the "AG" Agricultural District to the "RE-AG" Agricultural with a Renewable Energy 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.

SECTION 7. CONDITIONS. This ordinance shall be subject to the conditions contained in Attachment A.

Public hearing and first consideration on the 10th day of January, 2022

Second consideration on the 13th day of January, 2022

Third and final passage on the 18th day of January, 2022

Published in the Gazette on the _____ day of _____, 2022

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 _____, 2022 and published as provided by law on _____, 2022.

Linn County Auditor

Subscribed and sworn to me this _____ day of _____, 2022.

Notary Public, State of Iowa

ATTACHMENT A

LINN COUNTY SECONDARY ROAD DEPARTMENT, 892-6400

BRAD KETELS, COUNTY ENGINEER, Brad.Ketels@linncountyiowa.gov

JON RESLER, ASSISTANT COUNTY ENGINEER, Jon.Resler@linncountyiowa.gov

1. Entrance permit required for new entrances and existing unpermitted entrances, Sec.11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards.

1. Road Agreement with conditions related to access and road condition responsibilities. County Standard Specifications, Section 1.

3. Entrance permits and E-911 address signs to be applied for at Linn County Secondary Road Department, 319-892-6400.

IOWA DEPARTMENT OF TRANSPORTATION

JOEL KEIM, ENGINEERING OPERATIONS TECHNICIAN, 730-1533

Joel.Keim@dot.iowa.gov

1. If any work is to be done in the State of Iowa right-of-way, contact the IDOT for additional permits.

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

3. No conditions to be met.

LINN COUNTY PUBLIC HEALTH DEPARTMENT

SUE ELLEN HOSCH, ENVIRONMENTAL SPECIALIST, 892-6033

SueEllen.Hosch@linncountyiowa.gov

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. Show approximate location of natural drainage ways and a note restricting building within the natural drainage way should be shown on the site plan. Contact the NRCS office for widths and building restriction requirements.

2. All named streams or open ditches with seasonal water flow throughout the majority of the growing season will have a vegetative buffer approved by Linn County NRCS from the high bank to panel edge

3. Land disturbance greater than 1 acre in size, not associated with agricultural crop production, will require a NPDES permit granted by the Iowa Department of Natural Resources.

4. Submit erosion and sediment control plan for review and approval.

5. Submit site grading plan showing existing and proposed surface grades. Clarify quantities and amounts of topsoil to be disturbed, incorporate both Low Impact Development principles, and a post construction compaction mitigation plan.
6. Wet soils may adversely impact possible home and septic site(s). Clarify plans for subsurface drainage with USDA Natural Resources Conservation Service (NRCS).
7. Submit storm water pollution prevention plan for review and approval prior to approval of plat and / or any site grading activities with emphasis placed on treating stormwater runoff for proposed hard surface areas in accordance with Statewide Urban Design and Specifications (SUDAS)
8. Submit either as a standalone document or component of an agricultural mitigation plan, a subsurface drain tile mitigation and management plan which provides uniform minimum thresholds for maintaining established subsurface drainage systems as currently being utilized on lands subject to development.
9. Provide additions/alteration to Agricultural Mitigation Plan for review and approval.
10. Provide additions/alterations to Vegetative Management Plan for review and approval. Final Plans shall include at minimum 70% of site dominated by an approved seeding plan which includes the use of native grasses, forbs, sedges and achieve an acceptable score on a Solar Site Pollinator Habitat Assessment Form.

Comments:

1. The use of non-hard-surface options for internal access or minimizing additional hard surface through non-traditional construction methods is encouraged.
2. In support of long-term site maintenance, maintaining the viability of an approved vegetative management plan, providing future unforeseen multi-use opportunities, and conform with regionally adopted constructed methods for solar facilities, Soil Conservation Department strongly encourages the utilization of a final construction plan that provides for a minimum low panel height of 28 inches as opposed to the current proposed 18 inch threshold.

LINN COUNTY CONSERVATION DEPARTMENT

DANIEL GIBBINS, 892-6450

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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

CHARLIE NICHOLS, DIRECTOR, 892-5130

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1. Various revisions to the project site plan.

2. 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. It is strongly recommended that the owner meet with the Planning and Development staff to review the conditions of the rezoning.
3. The Renewable Energy overlay zoning district shall expire after a period of 35 years. In order to extend the zoning district past this timeframe, the project area must go through another rezoning process.
4. Applicant shall work with local fire district and sheriff's department to develop an emergency management plan.
5. Avoid the small fen community north of the project limits and mentioned in the Stantec Environmental Resources Report. Bring the existence of this fen to the attention of the general contractor before construction begins and receive acknowledgement in writing.
6. A map depicting routes used during project construction shall be submitted before construction can start. Additionally, a preconstruction survey of all routes used during construction shall be performed prior to starting construction. All damaged cause during the course of construction shall be the responsibility of the applicant to repair in a timely manner.
7. Various revisions to the Operation and Maintenance plan.
8. The Vegetation Management Plan and Agricultural Impact Mitigation Plan must be approved by Linn County NRCS prior to the start of construction.
9. Construction shall be limited to the hours of 7AM – 5PM. Exceptions to this shall be made on a case by case basis by Planning and Development.
10. The identified woodland shall be avoided during construction.
11. If listed species or rare communities are found during the planning construction phases, the contractor shall let Linn County Planning and Development know immediately. Additional studies and/or mitigation may be required.
12. Large-scale removal of trees is prohibited.
13. All lighting shall be down shielded. Lighting shall be motion activated whenever possible.
14. Fencing shall be raised approximately 10 inches above the ground in areas to allow for the passage of small animals.
15. Panels shall be set back a minimum of 300 feet from all non-participating dwellings, unless the property owner waives the setback.
16. If conditions are not adhered to by the applicant or project owner of record at any point throughout the life of the project the Board of Supervisors may, after giving the owner reasonable time to remedy the violations, remove the overlay zoning district.
17. Coggon Solar LLC, or the current owner of the project, will be responsible for the cleanup of debris related to storm damage. The project owner shall have a representative onsite to assesses and

acknowledge the presence of debris and the responsibility for cleanup within 72 hours of the storm event.

18. A performance bond will be required to cover decommissioning costs. The minimum amount required for this performance bond at all times is \$1,000,000. Should decommissioning costs exceed this sum plus the salvage value of the components at any time during the life of the project, the amount of this bond shall be increased.
19. All submitted plans must be adhered too throughout the life of the project. Plans include:
 - a. Site Plan.
 - b. Decommissioning Plan.
 - c. Operation and Maintenance Plan.
 - d. Agricultural Mitigation Plan.
 - e. Vegetation Management Plan.