LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA
Monday, February 18, 2019
10 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.

Presentation and recommendation by RSM and Access Center Planning Group on location for Linn County’s Access Center.

Discuss future use of Child & Youth Development space in Linn County Fillmore Building.

Discuss a Special Exception Application requested by CR Signs Inc, petitioner, and Linn County, property owner, requesting a reduced corner side yard setback for a billboard sign for Prospect Meadows Baseball Field, located at 1850 Prospect Drive.

Discuss a proposed Agreement between Saxton, Inc and Linn County for interior space and furniture layout design, and furniture procurement for the Community Services Building renovation project

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

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

Claims
Discuss and decide on claims.

Correspondence

Legislative Update

Appointments

Adjournment

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

**Owner Information:**

<table>
<thead>
<tr>
<th>Owner</th>
<th>Linn County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>935 2nd St SW</td>
</tr>
<tr>
<td></td>
<td>Cedar Rapids IA</td>
</tr>
<tr>
<td></td>
<td>52404</td>
</tr>
<tr>
<td>Phone</td>
<td>319-892-5130 P+D</td>
</tr>
</tbody>
</table>

**Applicant Information:**

<table>
<thead>
<tr>
<th>Applicant</th>
<th>CR Signs Inc</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>4701 1st Ave SE</td>
</tr>
<tr>
<td></td>
<td>Cedar Rapids IA</td>
</tr>
<tr>
<td></td>
<td>52402</td>
</tr>
<tr>
<td>Phone</td>
<td>319-826-3608</td>
</tr>
</tbody>
</table>

**Surveying Co:**

**Engineer:**

**Property Information:**

<table>
<thead>
<tr>
<th>Property Address (block)</th>
<th>1850 County Home Rd</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brief legal(s) (Sec./Twp./Range)</td>
<td>116-84-6</td>
</tr>
<tr>
<td>GPN(s)</td>
<td>101612600100000</td>
</tr>
<tr>
<td>Rural Land Use</td>
<td>A</td>
</tr>
<tr>
<td>Map Designation</td>
<td>A</td>
</tr>
</tbody>
</table>

**Current Zoning**

| H2 GC |

**Total Acres**

| 30.05 125.29 |

**Submittal Requirements:**

**Application, Fee, Minor Site Plan Drawing**

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

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

**Owner**

**Applicant**

**Date**

**Date** 2-7-19

**Case #** USE19-0002

**Receipt#**

**Date Received**

**Linn County Department of Planning & Development**

**FEB 07 2019**

**RECEIVED**

Application is hereby made for a special exception from the requirements of the Linn County Unified Development Code Article IV Section 107-74(c).
Development Code, to permit:

Please address the following standards for approval:

1) Strict compliance with the restrictions governing setback, frontage, height, or other bulk provisions of this Ordinance would result in a practical difficulty upon the owner of such property and only where such exception:
   a. Does not exceed 50 percent of the particular limitation or number in question, or;
   b. Is from a yard requirement to permit an addition to an existing legal nonconforming building, and such addition extends no further into the required yard than the existing building.

2) The exception relates entirely to a permitted use (principal, conditional, or accessory) classified by applicable district regulations, or to a permitted sign or off-street parking or loading areas accessory to such a permitted use.

3) The practical difficulty is due to circumstances, unique to the property and prohibits the use of the subject property in a manner reasonably similar to that of other property in the same district. Such circumstances include but are not limited to topographical condition, surroundings, size, shape or other condition, location of public utilities or public improvements on or adjacent to the subject property, or other extraordinary or exceptional situation.

4) A grant of the special exception applied for, or a lesser relaxation of the restrictions than applied for, is reasonably necessary due to practical difficulties related to the land in question and would do substantial justice to an applicant as well as to other property owners in the locality.

5) Such practical difficulties cannot be overcome by any feasible alternative means other than an exception.

6) Relief can be granted in a manner that will not alter the essential character of the locality.

The proposed structure shall be clearly staked out or flagged according to the submitted minor site plan. A representative of Linn County Planning and Development will conduct a site inspection to review the application and minor site plan.

For Office use only:

Applicable UDC Provisions: Article_________ Section_________ Subsection(s)_________
CR Signs seeks a reduced setback for the installation of a billboard sign for Prospect Meadows Baseball Field, 1890 County Home Road. Due to the local topography, a 25 foot setback would place the sign in a wetland area which is potentially unstable. The proposed 14 foot setback location would keep the sign in a safe and stable location while maintaining adequate distance from the right of way.

Sincerely,

Lee Casebolt
Project Manager
CR Signs Inc.
319-826-3608
AGREEMENT, Made this 12th of February 2019, between Saxton Inc (the Consultant) and the Client:

Linn County Administrative Services
1240 26th Avenue Court SW
Cedar Rapids, Iowa 52404

The Client and Consultant agree as follows:

PROJECT:
To provide an Integrated Delivery Solution for Interior Space Planning, Design Intent, Furniture Layout, Furniture Procurement for new, and Furniture Execution Services for Linn County Community Services building 1st & 2nd floor reconfiguration.

The space for reconfiguration is the former MHDD, Air Quality, Veterans Affairs & GIS on 2nd floor open office area and private offices. The reconfiguration also includes 1st floor main office area.

DHS to be moving from their existing location into the 2nd floor remodeled area.

The goal of this project is to reconfigure the existing Knoll Dividends stations and private offices to support the department remodel on 1st and 2nd floor. This project will be phase per floor and department.

Saxton team to partner with OPN, the selected contractor and Linn County for planning and coordination.

OPN Architects to be responsible for client equipment and special space needs.

A project calendar is to be developed for implementation phasing working with Linn County staff and the selected contractor. This project is projected to be complete in July-August 2019.

SCOPE OF SERVICES:

1. **Shape & Discover**: The primary purpose of the Shape & Discover Phases are to review and bring clarity to your project priorities, schedule, project team and desired outcomes. This clarity builds consensus of agreement and is the foundation for all decisions and direction of the project.
   - Conduct meeting with OPN to review remodel phasing (2 meetings planned)
   - Conduct meetings with the additional department leaders. (DHS, Home Health and Family Transformations-1 meeting planned for each department)
   - Define and create a prioritized outline of goals and objectives
   - Define project and process timeline, calendar and logistics plan
   - Discuss filing needs
   - Review/Discuss Target Budget

2. **Explore**: The primary purpose of the Explore Phase is to test possible directions with the Discovery Outcomes. By exploring options and evaluating them against the desired outcomes, the pros and cons of different options can be efficiently processed prior to moving on to the Create Phase.
   - Review existing 1st & 2nd floor furniture plan & existing electrical locations
   - Inventory existing product as is from 1st floor space. Previous 2nd floor MHDD area already completed
   - Determine furniture criteria
   - Explore Space/Furniture Layouts/Recommendations for feedback and direction
   - Develop preliminary budgets relating to selected option
   - Review calendar and logistics
   - Present furniture options to project team for review with revisions (2 meetings planned; 2 revisions)
3. **Create:** The primary purpose of the *Create Phase* is to pursue in detail the viable option that passed the Explore Phase and avoid surprises in the upcoming Launch Phase. While Discovery is about Zooming Out, the Create Phase is about Zooming In. By sweating the details in this phase, the Launch Phase can be more efficient and more effective

- Finalize furniture and layout
- Budget review and alignment
- Calendar review and alignment

4. **Launch:** The primary purpose of the *Launch Phase* is the creation of the implementation documents necessary for a successful project execution as well as the logistics and coordination of reconfigure

- Finalize Floor Plan – review with department leaders and OPN
- Finalize Furniture Power/Voice/Data interface plans with team
- Finalize Furniture Floor Plan
- Prepare final specifications for new product needed
- Refinement of logistics plan
- Prepare and present Quote for client review and approval
- Furniture Order Entry
- Field Verification
- Track order shipments and coordinate deliveries
- Project Team walk-thru
- Prepare and process punch lists

5. **Live With:** The primary purpose of the *Live With Phase* is to measure program performance, document benefits and communicate results
CLIENT RESPONSIBILITY

*Saxton to receive AutoCAD plans for reconfigure purposes from OPN Architects.*
The Client consents to all photo releases for Consultant's promotional and documentation purposes.
All designs, drawings and information contained herein are the exclusive property of Saxton Inc as instruments of service
whether or not the work for which they were prepared is executed. The use of these materials is prohibited except for
use for the work/project as originally proposed. The design, drawings, information, etc., is not to be sold, published or
displayed without written authorization and consent of Saxton Inc and credit to Saxton Inc.

CONSULTANT RESPONSIBILITY

The Consultant accepts the relationship of trust and confidence established with the Client by this agreement and
covenants with Client to provide professional skill and judgment.

Saxton Inc will review the final placement of furniture, furnishings, and equipment and inspect for damage, quality,
assembly, and function in order to determine that all furniture, furnishings, and equipment are installed in accordance
with finalized floor plans.

The Client has the assurance that the Consultant's services shall be rendered in good faith and in a professional manner;
however, the Consultant shall not be responsible for the performance, quality or timely completion or delivery of any
manufactured item furnished for the Project, or the ultimate safety and convenience of persons using the project
premises. The Consultant shall be relieved from his liability for performance of this contract when nonperformance is
beyond the control of the Consultant.

The Consultant shall not have control or charge of and shall not be responsible for the means, methods, techniques,
sequences, or procedures of construction, fabrication, procurement, shipment, delivery or installation, or for the safety
precautions and programs in connection with the work, for the acts or omissions of the contractors, subcontractors,
suppliers, or any other persons performing any of the work, or for the failure of any of them to carry out the work in
accordance with the Contract Documents.

Evaluations of the Client's Project budget, statements of Probable Cost and Detailed Estimates of Project cost, if any,
prepared by the Consultant represent the Consultant's best judgment as a design professional familiar with interior
design. It is recognized, however, that neither the Consultant nor the Client has any control over the cost of labor,
materials, furniture, furnishings, or equipment, over the Contractor's methods of determining bid prices, or over
competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or
represent that bids or negotiated prices will vary from the Project budget proposed, established, or approved by the
Client, if any, or from any Statement of Probable Project Cost or other cost estimate or evaluation prepared by the
Consultant.

The Consultant's drawings and design submissions set forth their design intent. It is recognized, however, that these
submissions are not intended to be used as working drawings. The Client shall submit the Consultant's drawings and
plans to their contractor or architect to prepare working drawings. The Consultant shall review these working drawings
with respect to design intent and finish materials. However, final approval of all working drawings shall be the
responsibility of the Client's contractor or architect.

The Consultant will exercise reasonable efforts to design and specify products and/or systems that achieve energy
performance expectations or LEED certification expectations that are expressly called for in this proposal, if any. The
Consultant does not, however, provide the assurances that those performance or certification expectations will be met.
REIMBURSABLES

The Consultant’s fee includes CAD plots, photocopying and long-distance phone calls required to complete the project. Finish and material color boards are included only if listed specifically within this proposal as a part of the Scope of Work.

The Client shall be responsible for out of town travel costs. Specific quantities of trips may be identified within this proposal and included in the fee, but travel mileage is additional to the fee. In the event, out-of-town travel requires airfare and/or overnight stays, these costs (flights, lodging, food, car rental, etc.) will be invoiced at cost plus fifteen percent for administrative processing.

The Client shall be responsible for other incidental costs including, but not limited to, the production of excessive quantities of documents, overnight mailing costs, additional finish and material color boards, etc., which will be itemized and invoiced separately.

COMPENSATION

Design Fee: $11,000

Changes/Additions to the scope could incur additional design fees. Saxton designer to inform Darrin of additional charges.

TERMS: NET 15 DAYS

NOTE: This agreement reflects that the Client will purchase furniture from Saxton for this project

EXTRA SERVICES

If the Client should make alterations that require extra services or expenses after any work has been approved, the Consultant shall submit an additional project fee in relation to the Addendum.

The parties have signed below to evidence their foregoing agreement:

AGREED:

SAXTON INC    LINN COUNTY

By: ____________________________  By: ____________________________
Ann Dombroski  Stacey Walker, Chair
Business Development  Date  Date

By: ____________________________  By: ____________________________
Stacey D’Amico  Board of Supervisors
Controller  Date