LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA
Wednesday, May 13, 2020
12:00 p.m.
Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA

Call to Order

Pledge of Allegiance

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

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

Approve and authorize Board to sign, retroactive to May 11, 2020, a letter of support for EMBARC’s (Ethnic Minorities of Burma Advocacy and Resource Center) Ethnic Self-Help Grant application.

Reports
Receive and place on file Treasurer’s (Auto Dept.) Report to the County Auditor Receipts and Disbursements for the Month of April, 2020.

Resolutions
Resolution approving the 2020 Linn County Weed Program and Legal Publication Notice to Residents.
Resolution to award contract for project M-HMA PATCHING (2020), hot mix asphalt patching and leveling on various secondary roads, to LL Pelling Co., Inc. in the amount of $272,265.00 and authorize Bradley J. Ketels, County Engineer, to execute the contract.
Resolution suspending taxes for twenty eight (28) Linn County residents as they are unable to contribute to the public revenue by reason of age, infirmity or both.

Contract and Agreements
Approve and authorize Chair to sign Change Order 1 from Septagon Construction Company for the LIFTS Relocation project deducting $1,610 from the original contract value.
Approve and authorize Chair to sign Change Order 2 from Septagon Construction Company for the LIFTS Relocation project adding $6,909 to the original contract value.
Approve and authorize Chair to sign a Baker Group Contract for the annual maintenance contract for card access and door controls in the amount of $9,280 at the following locations: Community Services Building, Correction Center, Court House, Election Depot, Fillmore, Juvenile Justice Center, Public Health, Public Service Center, and the Sheriff’s Office.
Approve and authorize Chair to sign a Baker Group Contract for the annual maintenance contract for the card access and door controls in the amount of $14,665 for the Juvenile Detention Center.

Approve and authorize Chair to sign an Adopt-A-Roadside application for Walker Lions Club to adopt Walker Road from Betty’s Grove Road to Gard Road.

Approve and authorize Chair to sign a demolition contract for $18,690.00 with D.W.Zinser Company. Inc. for the demolition of the County owned house located 207 10th Ave SW in Cedar Rapids, IA.

Approve and authorize Chair to sign a purchase order for Sediment Control Logs to Coleman Moore Co in the amount of $8,121.60 for the Secondary Road Department.

Approve and authorize Chair to sign a purchase order #5632 for $12,980.00 to Envision for cloth masks for County employees.

Licenses & Permits

Approve Cigarette Permit for Casey’s General Store, 888 Vernon Valley Dr. SE, noting all conditions have been met.

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes
Discuss and decide on meeting minutes.

Update on Linn County’s response to COVID-19

Discuss and decide on COVID-19 Budget requests

Third and final consideration on an ordinance amending the Code of Ordinances, Linn County, Iowa by amending provisions regarding the expansion of legal nonconforming structures in Chapter 107 Unified Development Code.

Third and final consideration on an ordinance establishing a new Chapter 104 of the Linn County Code of Ordinances, the Marion Municipal Airport Land Use and Height Overlay Zoning.

Third and final consideration for Case JR19-0004, request of the Linn County Planning and Development Department, petitioner, to adopt the Marion Municipal Airport Land Use & Height Overlay Zoning Map.

Approve and authorize Chair to sign a 28E Agreement between Linn County and the City of Marion for Marion Municipal Airport Land Use and Height Overlay Zoning.

Discuss and decide on previously tabled (on May 6, 2020) resolution to approve final plat for Rolling Acres Greens First Addition, Case JF20-0001.

Discuss and decide on extending the closure date of certain Linn County government buildings

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

Claims
Discuss and decide on claims.
To adhere to social distancing requirements, Linn County employees and the public may participate in this meeting as follows:

1) Conference call—telephone number 866-576-7975, access code 218839#
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.
May 11, 2020

Administration for Children and Families
Office of Refugee Resettlement
370 L'Enfant Promenade, S.W.,
8th Floor West Washington, DC 20447

Dear Scoring Committee:

The Linn County Board of Supervisors is pleased to submit this letter of support for EMBARC’s Ethnic Community Self Help Grant application.

Among Iowa’s counties, Linn County is second only to Polk County in the number of annual refugee settlements. Resettlement in cities like Cedar Rapids has grown exponentially despite national resettlement numbers dropping; 161 refugees resettled in Fiscal Year 2018. Linn County’s refugee community reflected even more growth in 2019, as family reunification processes proceeded and as Iowa continues to see a high influx of secondary resettlement.

While Linn County is proud to welcome refugees to our community, we know language and cultural barriers, as well as limitations associated with the short 90-day window of federal assistance, continue to prevent our new neighbors from accessing critical services and support.

As the first refugee-led service provider in Iowa, EMBARC strives to empower refugee communities through leadership development, advocacy, and education.

EMBARC’s RefugeeRISE AmeriCorps Program has already proven to be an effective support for refugees in Linn County, resulting in a decrease in unemployment of newly arrived refugees, connection to culturally appropriate services for more than 200 refugee clients through placement of RefugeeRISE AmeriCorps members at local Ethnic Community-based Organizations (ECBO) like the Eastern Iowa African Diaspora (EIAD) and resettlement agency, Catherine McAuley Center.

EMBARC has also served as a critical support during the COVID-19 pandemic by collaborating with the Linn County Health Department to ensure refugees in Linn County have access to urgent information in their native languages and access to critical resources during this difficult time.

The Linn County Board of Supervisors is fully supportive of EMBARC and asks that you provide necessary resources to ensure they can carry out their work to strengthen systems of support for refugees in Linn County.

Sincerely,

Ben Rogers, Chair

Brent Oleson, Vice Chair

Stacey Walker, Supervisor
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**Linn County Treasurer**

Shawn Byer

**Received**

May 8, 2020

**Linn County Auditor**
PUBLIC NOTICE
TO ALL LINN COUNTY PROPERTY OWNERS
DESTRUCTION AND CONTROL OF NOXIOUS WEEDS

RESOLUTION 2020
NOTICE TO ALL PROPERTY OWNERS AND MANAGERS WEED NOTICE!

Pursuant to the provisions of Title VIII Chapter 317.4 Subsection 2, Iowa Code, which can be found online at: [https://www.legis.iowa.gov/law/iaCode](https://www.legis.iowa.gov/law/iaCode) and Iowa Administrative Code (otherwise referred to as Iowa Administrative Rules) Agriculture and Land Stewardship Chapter 58 Noxious Weeds, it is hereby resolved by the Linn County Board of Supervisors and ordered by the Linn County Weed Commissioner acting on behalf of the Linn County Board of Supervisors:

That between May ____, 2020 to October 1, 2020 each owner and each person in the possession or control of lands in Linn County including both incorporated and unincorporated shall: eradicate all Class A noxious weeds listed in Iowa Administrative Rules 21-58.4(317); and control all Class B noxious weeds thereon, at such time in each year and in such manner as shall prevent said weeds from blooming or coming to maturity.

**Class A Noxious Weeds for Eradication:** Palmer Amaranth (*Amaranthus palmeri*)

**Class B Noxious Weeds for Control:**
- a. Canada Thistle (*Cirsium arvense*)
- b. Teasel (*Dipsacus spp.*) biennial
- c. Leafy Spurge (*Euphorbia esula*)
- d. Bull Thistle (*Cirsium vulgare*)
- e. Multiflora Rose (*Rosa multiflora*)
- f. European Morning Glory or Field Bindweed (*Convolvulus arvensis*)
- g. All other species of thistles belonging in the Genus of *Carduus*

That the Linn County Road Department shall control noxious weed infestations and other vegetation deemed appropriate for control growing in county road rights of way for the purposes of maintaining public health, preventing economic loss, or affecting safe travel. Methods for eradication/control and/or prevention of seed production will be performed in a manner consistent with the county’s integrated roadside vegetation management plan.

That it is recommended noxious weeds be cut, burned or otherwise destroyed on or before **June 1st, 2020**, so as to prevent the production of seed by all varieties of listed Noxious weeds. This includes noxious weeds on all lands within the limits of the County regardless of jurisdiction. Control or elimination measures associated with Class A and B Noxious Weeds located on lands enrolled in the Conservation Reserve Program (CRP) will comply with the conservation reserve program contract requirements for that land.
That persons not in compliance with Iowa’s Weed Law, Code of Iowa Chapter 317 Noxious Weeds, and Iowa Administrative Rules Agriculture and Land Stewardship Chapter 58 Noxious Weeds will be notified to use appropriate methods to eradicate or control the weed problem. Failure to do so can incur penalties including, but not limited to, daily fines for non-compliance, and the Weed Commissioner or Deputies entering upon the land to control the weed problem, with all costs, including fines and administrative costs, levied against the landowner. Iowa law provides these assessments can be attached to the real estate tax of the land for collection. Weed eradication/control will still be required to be implemented in all cases where penalties are assessed.

More information regarding Linn County’s weed control program can be found under the Soil Conservation section at [www.linncounty.org](http://www.linncounty.org) or by contacting Linn County Weed Commissioner: Jonathan Gallagher at 319-377-5960 Ext. 3.

Dated this ___ day of May, 2019.

LINN COUNTY BOARD OF SUPERVISORS
ATTEST:
JOEL D. MILLER, Linn County Auditor
RESOLUTION

WHEREAS, the Board of Supervisors, hereafter referred to as “the Board”, believes the M-HMA PATCHING(2020), hereafter referred to as “the project” is in the best interest of Linn County, Iowa, and the residents thereof. The project is defined as Hot Mix Asphalt(HMA) patching and leveling on various roads; and

WHEREAS, the Board has sought appropriate professional guidance for the concept and planning for the project and followed the steps as required by the Code of Iowa for notifications, hearings, and bidding/letting; and

WHEREAS, The Board finds this resolution appropriate and necessary to protect, preserve, and improve the rights, privileges, property, peace, safety, health, welfare, comfort, and convenience of Linn County and its citizens, all as provided for in and permitted by section 331.301 of the Code of Iowa; and

IT IS THEREFORE RESOLVED by Board to accept the bid from L.L. Pelling Co., Inc. in the amount of $272,265.00 and awards the associated contract(s) to the same;

BE IT FURTHER RESOLVED that all other resolutions or parts of resolutions in conflict with this resolution are hereby repealed. If any part of this resolution is adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution or action of The Board as a whole or any part thereof not adjudged invalid or unconstitutional. This resolution shall be in full force and effect from and after the date of its approval as provided by law; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Linn County, Iowa, that after receiving the necessary contract documents, including but not limited to, the contractor’s bond and certificate of insurance, Bradley J. Ketels, the County Engineer for Linn County, Iowa, be and is hereby designated, authorized, and empowered on behalf of the Board of Supervisors of said County to execute the contracts in connection with the afore awarded construction project let through the DOT for this county.

Dated at Cedar Rapids, Iowa, this 13 day of March, 2020.

Board of Supervisors of Linn County, Iowa

___________________________________

___________________________________

___________________________________

ATTEST:

By ________________________________

County Auditor

SEAL
# M-HMA PATCHING(2020) Bid Tabulation

**Linn County**  
Work Type: HMA Patching and Leveling  
Letting Date: 5/5/2020 11:00 AM  

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<td>7 2303-1258283</td>
<td>ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC</td>
<td>TON</td>
<td>50.70</td>
<td>$540.00</td>
<td>$27,378.00</td>
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<tr>
<td>8 2528-8445110</td>
<td>TRAFFIC CONTROL</td>
<td>LS</td>
<td>1.00</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
<td>$10,000.00</td>
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<tr>
<td>9 2528-8445113</td>
<td>FLAGGERS</td>
<td>EACH</td>
<td>41</td>
<td>$450.00</td>
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<td>$20,000.00</td>
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<td>$17,000.00</td>
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**Contract Totals**:  
- **Engineer's Estimate**: $265,162.00  
- **Apparent Low Bid**: $272,265.00  

**Percent of Estimate**:  
- **Engineer's Estimate**: 100.00%  
- **Apparent Low Bid**: 102.68%

---

**Signatures**:  
- 5/6/20
RESOLUTION
PETITION for SUSPENSION of FISCAL 2021 / ASSESSMENT 2019
PROPERTY TAXES

WHEREAS, the Linn County Board of Supervisors is this day presented
with the attached petitions for suspension of taxes and/or special
assessments pursuant to Section 427.8 of the Code of Iowa and;

WHEREAS, the properties for which assessments against these Petitioners
are made lie within Linn County and;

WHEREAS, these Petitioners are unable to contribute to the public
revenue by reason of age, infirmity, or both.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of
Supervisors, Linn County, Iowa, this date met in lawful session that the
attached petitions be approved for the following Petitioners, parcels, and
tax years:

<table>
<thead>
<tr>
<th>PETITIONER</th>
<th>PARCEL #</th>
<th>TAX YEARS</th>
<th>Special #</th>
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<tr>
<td>Brammer, Helen</td>
<td>14091-78021-00000</td>
<td>2021</td>
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<td>Clark, Carol</td>
<td>14271-52016-00000</td>
<td>2021</td>
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<tr>
<td>Corum, Kazuko</td>
<td>14243-55004-00000</td>
<td>2021</td>
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<tr>
<td>Dochterman, Headdy</td>
<td>14321-07014-00000</td>
<td>2021</td>
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<tr>
<td>Franks, Mable</td>
<td>14272-03020-00000</td>
<td>2021</td>
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<tr>
<td>Frazier, John</td>
<td>14204-04003-00000</td>
<td>2021</td>
<td></td>
</tr>
<tr>
<td>Gustafson, Kay</td>
<td>14241-79021-00000</td>
<td>2021</td>
<td></td>
</tr>
<tr>
<td>Hadenfeldt, Larry</td>
<td>05092-88009-00000</td>
<td>2021</td>
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<tr>
<td>Kepler, Rex</td>
<td>14333-33016-00000</td>
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<tr>
<td>Langham, Portia</td>
<td>14201-01008-00000</td>
<td>2021</td>
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<tr>
<td>Lawrence, Irene</td>
<td>14082-26002-01001</td>
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<td>Lawrence, Richard</td>
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<td>Murphy, Donna</td>
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<td>Nus, Carol</td>
<td>14013-53011-01003</td>
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<td>Patterson, Sandra</td>
<td>13252-53003-00000</td>
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<tr>
<td>Prenosil, Debra</td>
<td>91030-13102-91001</td>
<td>2021</td>
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<tr>
<td>Sacora, Ellen</td>
<td>15061-79002-00000</td>
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<td>Schirmer, Cathleen</td>
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<td>Schmideke, Kimberly</td>
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<td>Schmidt, Beatrice</td>
<td>14313-27043-00000</td>
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<td>Scriven, Roger</td>
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<td>Seaborn, James</td>
<td>14352-26007-00000</td>
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<td>Sebetka, Cleo</td>
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<td>Simmons, Thelma</td>
<td>14283-58001-00000</td>
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<td>Thibodeaux, Ronald</td>
<td>14154-04002-00000</td>
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<tr>
<td>Thompson, Dora</td>
<td>11274-32007-01001</td>
<td>2021</td>
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<tr>
<td>Vondracek, Barbara</td>
<td>14332-51007-00000</td>
<td>2021</td>
<td></td>
</tr>
<tr>
<td>Wiltsey, George</td>
<td>04044-77003-00000</td>
<td>2021</td>
<td></td>
</tr>
</tbody>
</table>
The Linn County Treasurer is ordered to suspend the collection of taxes assessed against these Petitioners, their polls or estates, for the above parcels for the above tax years as indicated.

Dated at Cedar Rapids, Linn County, Iowa, this _____ day of __________, 2020.

LINN COUNTY BOARD OF SUPERVISORS

__________________________
CHAIRPERSON

__________________________
SUPERVISOR

__________________________
SUPERVISOR

AYE:
NAY:
ABSTAIN:

ATTEST:

Joel Miller, Linn County Auditor

STATE OF IOWA )
COUNTY OF LINN )

SS
I, Joel Miller, County Auditor of Linn County, Iowa, hereby certify that at a regular meeting of the said Board, the foregoing resolution was duly adopted by a vote of ___ aye, ___ nay and ___ abstained from voting.

Joel Miller

Subscribed and sworn to before me by the aforesaid on this _____ day of __________________________, 2020

______________________________
NOTARY PUBLIC
STATE OF IOWA
TO: Linn County

DATE: May 1, 2020
PROJECT NO: 11709.02

ATTENTION: Darrin Gage
PROJECT: Lifts Relocation
RE: Change Order #1

WE ARE SENDING YOU

☐ Attached ☐ Under separate cover via hand the following items:

☐ Contract ☐ Prints/Plans ☐ Samples ☐ Specifications ☐ Pay Request
☐ Copy of Letter ☐ Change Order

COPIES   DATE   NO.   DESCRIPTION
1         1      Change Order #1

THESE ARE TRANSMITTED as checked below:

☒ For approval ☐ No exceptions taken ☐ Resubmit copies for approval
☒ For your use ☐ Make corrections noted ☐ Submit copies for distribution
☐ As requested ☐ For review and comment ☐ Return corrected prints
☐ Rejected see remarks ☐ FOR BIDS DUE

REMARKS:

Please have the Board of Supervisors approve and sign. Return one electronic copy to my office for record and distribution.

If you have questions please contact my office.

COPY TO: Electronic File
SIGNED: Sarah Coleman, AIA Project Architect
OFFICE: Marion Office

700 11th Street, Suite 200
Marion, Iowa 52302
(319) 377-7604

www.MartinGardnerArch.com

11502 390th Street
Strawberry Point, Iowa 52076
(563) 933-4712

If enclosures are not as noted, kindly notify us at once.
## Prime Contract Change Order

### Project: Linn County LIFTS Relocation
5815 4th Street SW
Cedar Rapids, IA 52404

<table>
<thead>
<tr>
<th>Job No.</th>
<th>Contract Date</th>
<th>Change Order No.</th>
<th>Change Order Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>0520002</td>
<td>2/26/2020</td>
<td>001</td>
<td>4/3/2020</td>
</tr>
</tbody>
</table>

**To Contractor:**
Septagon Construction Co., Inc—Cedar Rapids
3500 J St SW
Cedar Rapids, IA 52404-4609

**From Owner:**
Linn County Board of Supervisors
5815 4th Street SW
Cedar Rapids, IA 52404

The Contract is hereby revised by the following items:
Removing floor demo.

<table>
<thead>
<tr>
<th>PCO</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>002</td>
<td>Flooring Demo</td>
<td>-$1,610.00</td>
</tr>
</tbody>
</table>

The original Contract Value was .......................................................... $390,000.00
Sum of changes by prior Prime Contract Change Orders .................................. $0.00
The Contract Value prior to this Prime Contract Change Order was ..................... $390,000.00
The Contract Value will be changed by this Prime Contract Change Order in the amount of .......................................................... -$1,610.00
The new Contract Value including this Prime Contract Change Order will be ............. $388,390.00
The Contract duration will be changed by ...................................................... 0 days
The revised Substantial Completion date as of this Prime Contract Change Order is .......... 6/30/2020

---

**Martin Gardner Architecture**

**By: Sarah Coleman**

**Architect**

**Signature**

**Date: 5.1.2020**

**Septagon Construction Co., Inc**

**By: Michael Russell**

**Contractor**

**Signature**

**Date: 04/30/2020**

**Linn County Board of Supervisors**

**By: Ben Rogers**

**Owner**

**Signature**

**Date**
<table>
<thead>
<tr>
<th>PCO #: 002</th>
<th>4'3/2020</th>
<th>Flooring Demo</th>
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</thead>
<tbody>
<tr>
<td>Category</td>
<td>Reason</td>
<td>Reference</td>
</tr>
<tr>
<td>Change Order</td>
<td>Change Order Billable</td>
<td>001</td>
</tr>
<tr>
<td>Notes</td>
<td>Task Name</td>
<td>Revenue Code</td>
</tr>
</tbody>
</table>

Existing floor to remain. Deduct price for not demoing floor. Owner to remove wax coating on existing flooring to accept new flooring.

**Summary:**

<table>
<thead>
<tr>
<th>Requested Days:</th>
<th>0</th>
<th>Budget:</th>
<th>Proposed:</th>
<th>Approved:</th>
<th>Applied:</th>
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</thead>
<tbody>
<tr>
<td>Approved Days:</td>
<td>0</td>
<td>Cost:</td>
<td>-1,610</td>
<td>-1,610</td>
<td>-1,610</td>
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</table>

**Itemized Details:**

<table>
<thead>
<tr>
<th>General Description</th>
<th>Quote Due</th>
<th>Quote Rec'd</th>
<th>Allocation</th>
<th>Estimated</th>
<th>Proposed</th>
<th>Approved</th>
<th>Applied</th>
</tr>
</thead>
<tbody>
<tr>
<td>001 - 000 02-100 OL</td>
<td>4/10/2020</td>
<td></td>
<td></td>
<td>-1,610</td>
<td>-1,610</td>
<td>-1,610</td>
<td>-1,610</td>
</tr>
<tr>
<td>Sitework, LABOR</td>
<td></td>
<td></td>
<td></td>
<td>-1,610</td>
<td>-1,610</td>
<td>-1,610</td>
<td>-1,610</td>
</tr>
</tbody>
</table>
TO: Linn County

DATE: May 1, 2020
PROJECT NO.: 11709.02
ATTENTION: Darrin Gage
PROJECT: Lifts Relocation
RE: Change Order #2

WE ARE SENDING YOU

☐ Attached  ☐ Under separate cover via hand the following items:

☐ Contract  ☐ Prints/Plans  ☐ Samples  ☐ Specifications  ☐ Pay Request
☐ Copy of Letter  ☒ Change Order

COPY  DATE  NO.  DESCRIPTION
1     2     Change Order #2

THESE ARE TRANSMITTED as checked below:

☒ For approval  ☐ No exceptions taken  ☐ Resubmit copies for approval
☒ For your use  ☐ Make corrections noted  ☐ Submit copies for distribution
☐ As requested  ☐ For review and comment  ☐ Return corrected prints
☐ Rejected see remarks  ☐ FOR BIDS DUE

REMARKS:

Please have the Board of Supervisors approve and sign. Return one electronic copy to my office for record and distribution.

If you have questions please contact my office.

COPY TO: Electronic File
SIGNED: Sarah Coleman, AIA Project Architect
OFFICE: Marion Office

If enclosures are not as noted, kindly notify us at once.

700 11th Street, Suite 200
Marion, Iowa 52302
(319) 377-7604

www.MartinGardnerArch.com

11502 390th Street
Strawberry Point, Iowa 52076
(563) 933-4712
Project: Linn County LIFTS Relocation
5815 4th Street SW
Cedar Rapids, IA 52404

Job No: 0520002    Contract Date: 2/26/2020    Change Order No: 002    Change Order Date: 4/24/2020

To Contractor:
Septagon Construction Co., Inc – Cedar Rapids
3500 J St SW
Cedar Rapids, IA 52404-4609

From Owner:
Linn County Board of Supervisors
5815 4th Street SW
Cedar Rapids, IA 52404

The Contract is hereby revised by the following items:
ITC #2, ITC #3, ITC #4, RFI #2

<table>
<thead>
<tr>
<th>PCO</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>004</td>
<td>Restroom Supply Duct</td>
<td>$1,150.00</td>
</tr>
<tr>
<td>005</td>
<td>Grind Foundation Wall</td>
<td>$2,800.00</td>
</tr>
<tr>
<td>006</td>
<td>Vestibule Flooring</td>
<td>-$155.00</td>
</tr>
<tr>
<td>007</td>
<td>Stoop Removal</td>
<td>$3,675.00</td>
</tr>
<tr>
<td>008</td>
<td>IT 204 Cabinets</td>
<td>-$561.00</td>
</tr>
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</table>

The original Contract Value was $390,000.00
Sum of changes by prior Prime Contract Change Orders... $-1,610.00
The Contract Value prior to this Prime Contract Change Order was $388,390.00
The Contract Value will be changed by this Prime Contract Change Order in the amount of $6,909.00
The new Contract Value including this Prime Contract Change Order will be $395,299.00
The Contract duration will be changed by 7 days
The revised Substantial Completion date as of this Prime Contract Change Order is 7/7/2020

Martin Gardner Architecture
BY Sarah Coleman
ARCHITECT
BY Michael Russell
CONTRACTOR

Linn County Board of Supervisors
BY Ben Rogers
OWNER

5.1.2020
DATE
5/1/20
DATE
**Potential Change Orders**

Detailed (with Cost Info), Grouped by Each Number

---

**Linn County LIFTS Relocation**

5015 4th Street SW  
Cedar Rapids, IA 52404

---

### Change Order Details

**PCO #: 004**  
**Reason:** Restroom Supply Duct  
**Reference:**  
**COR Number:**  
**PCCO Number:**

**Notes:**

From each exhaust fan (EF-7 and EF-8) 4" diameter discharge, transition to 6" diameter branch galvanized duct and route to 8" diameter galvanized main in Hallway 114 and route through Training 124 and to 8" wall cap as suggested. Insulate 8" diameter duct with fiberglass wrap, up to 10' from wall. No flexible ductwork is to be used.

**Summary:**

<table>
<thead>
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<th></th>
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<th>Applied</th>
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<tbody>
<tr>
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<td>1,150</td>
<td>0</td>
<td>1,150</td>
</tr>
<tr>
<td>Approved Days</td>
<td>0</td>
<td>1,150</td>
<td>0</td>
<td>1,150</td>
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**Itemized Details:**

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<tr>
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<th>Allocation</th>
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<th>Approved</th>
<th>Applied</th>
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<tbody>
<tr>
<td>001 - - 000 15-200 OS</td>
<td>5/1/2020</td>
<td>Budget: Appr Rev</td>
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<td>0</td>
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<tr>
<td>Restroom Supply Duct</td>
<td>Cost: Appr Comm</td>
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<td>0</td>
<td>1,150</td>
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<tr>
<td>PCO #: 005</td>
<td>4/24/2020</td>
<td>Grind Foundation Wall</td>
<td>Category</td>
<td>Reason</td>
<td>Reference</td>
<td>COR Number</td>
<td>PCCO Number</td>
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<tr>
<td>------------</td>
<td>-----------</td>
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<td>Change Order Billable</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>002</td>
</tr>
</tbody>
</table>

Notes:
Grind down foundation wall at overhead door thresholds for door access.

Summary:

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<th>Applied</th>
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<tbody>
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<td>Cost: 2,800</td>
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Itemized Details:

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<th>Quote Due</th>
<th>Quote Rec'd</th>
<th>Allocation</th>
<th>Estimated</th>
<th>Proposed</th>
<th>Approved</th>
<th>Applied</th>
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<tbody>
<tr>
<td>001 - 000 02-100 0S</td>
<td>5/1/2020</td>
<td>Budget: Appr Rev</td>
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<td>0</td>
<td>2,800</td>
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<tr>
<td>Grind Foundation Wall</td>
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<td>Cost: Apprx Committ</td>
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<td>0</td>
<td>2,800</td>
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</table>
**Potential Change Orders**

Detailed (with Cost Info), Grouped by Each Number

---

**Project Information**

Linn County LIFTS Relocation
5515 4th Street SW
Cedar Rapids, IA 52404

Project #: 05-20-002

Septagon Construction Co., Inc – Cedar Rapids

---

**Change Order Details**

<table>
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<th>PCCO Number</th>
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<td>02/24/2020</td>
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<td>Vestibule Flooring</td>
<td>COR #12345</td>
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</table>

**Notes**: Reuse ceramic tile wall base at new door installation to infill at removed door. Eliminate new VCT and vinyl base in the vestibule.

**Summary**

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<td></td>
<td>0</td>
<td></td>
<td>0</td>
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<td>-155</td>
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</table>

**Itemized Details**

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<thead>
<tr>
<th>General Description</th>
<th>Quote Due</th>
<th>Quote Rec'd</th>
<th>Allocation</th>
<th>Estimated</th>
<th>Proposed</th>
<th>Approved</th>
<th>Applied</th>
</tr>
</thead>
<tbody>
<tr>
<td>001 - 000 06-300 0S</td>
<td>5/1/2020</td>
<td>Budget:</td>
<td>Appr Rev</td>
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<td>0</td>
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<td>-155</td>
</tr>
<tr>
<td>Eliminate vinyl base in vestibule</td>
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<td>Approx Comm</td>
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<td>0</td>
<td>0</td>
<td>-155</td>
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</table>
### Potential Change Orders

**Linn County LIFTS Relocation**

5915 4th Street SW
Cedar Rapids, IA 52404

**Project # 05-20-002**

**Septagon Construction Co., Inc – Cedar Rapids**

---

**PCO #: 007**

4/24/2020

**Stoop Removal**

<table>
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</table>

<table>
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<th>Reference</th>
<th>COR Number</th>
<th>PCCO Number</th>
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</thead>
<tbody>
<tr>
<td>Change Order</td>
<td>Change Order Billable</td>
<td></td>
<td></td>
<td>002</td>
</tr>
</tbody>
</table>

**Notes**

Remove existing frost protected stoop at man door. Removed for the installation of overhead door 118E.

**Summary:**

<table>
<thead>
<tr>
<th>Requested Days</th>
<th>Budget:</th>
<th>Proposed</th>
<th>Approved</th>
<th>Applied</th>
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</thead>
<tbody>
<tr>
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*Prolog Converge*  
Printed on: 4/24/2020  
Cedar Rapids DB  
Page 1
### Potential Change Orders

**Details (with Cost Info), Grouped by Each Number**

Linn County LIFTS Relocation
5915 4th Street SW
Cedar Rapids, IA 52404

**PCO #: 008**

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Notes:
Leave existing cabinetry and sink in the IT room on the second floor.

**Summary:**

| Requested Days | 0 | Budget: | -561 | 0 | 0 | -561 |
| Approved Days  | 0 | Cost:   | -561 | 0 | 0 | -561 |

**Itemized Details:**

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SUSTAINABLE WORKPLACE SOLUTIONS
SERVICES AGREEMENT FOR
Linn County Facilities

May 1, 2020

Confidential - Property of Baker Group
### Systems and Services

Systems and services checked below are included in the scope of this agreement. For each checked box you will find additional scope and coverage details attached.

- [ ] Heating, Ventilating, and Air Conditioning
- [ ] Chilled Water System
- [ ] Heating Water System
- [ ] Chemical Water Treatment
- [ ] Domestic Water and Plumbing Systems
- [ ] Building Automation System
  - [ ] Building Analytic Software
- [ ] Electrical Systems
- [ ] Industrial Automation
- [ ] Variable Frequency Drives
- [ ] Fire Alarm System
- [x] Security Access Control System
- [ ] CCTV and Video Management
- [ ] Parking and Revenue Control System
- [ ] Data Center Services
- [ ] Lighting Control System
- [ ] Predictive Maintenance
- [ ] Infrared Imaging
- [ ] Indoor Environmental Improvements
- [ ] Utility Benchmarking
- [ ] Special Services Requests
Date: May 1, 2020

Baker Group is pleased to offer professional services at your County Facilities Buildings 935 2nd St SW Cedar Rapids, IA 52404. Our team offers unique sustainable solutions designed to extend the life of your equipment and serve your needs.

This agreement will be in effect from July 1, 2020 through June 30, 2021 (initial term). The agreement price is $9,280.00 for the first year, to be paid annually, in advance. Pricing is valid for 60 days from above date. The agreement price will be adjusted annually by an amount not-to-exceed the published US Bureau of Labor Statistics Employment Cost Index for Civilian Workers Compensation (CIU10100000000000A) for each subsequent year. Add tax at applicable rate.

This agreement shall continue in effect from year to year after the initial term. Client will receive an automatic renewal notice 45 days prior to anniversary date. If no notice to decline the extension is received 30 days prior to the anniversary date, this agreement shall continue an additional year.

ACCEPTANCE OF AGREEMENT

Client
Linn County Facilities

By ____________________________
Authorized Client Representative

Name (Print)

Title

Date

BAKER GROUP

By ____________________________
Baker Group Representative

Title

Date
Sustainable Workplace Solutions
For Linn County Facilities

Baker Group will provide maintenance for the systems described below:

- SCHEDULE ONE - COVERED EQUIPMENT

Sustainable Workplace Solutions
This service program is designed to provide Linn County Facilities with a long-term maintenance solution. The program will be planned, scheduled, managed, monitored and enhanced by Baker Group to extend the life of your equipment.

Preventive Maintenance
Baker Group will provide specially qualified trained technicians, engineers, and mechanics to perform the preventive maintenance tasks recommended by the equipment manufacturer via a computer prepared work order system which details exact tasks, skill levels required, special tools and special conditions as required to maintain the systems at optimum efficiency levels. Preventive Maintenance (PM) will ensure that all specified equipment is operating efficiently and will have a longer than average life expectancy. This reduces your long-term cost of equipment operation.

Administration and Reporting
Completed service visits are documented by a detailed Baker Group Service Report to assure Linn County Facilities that maintenance has been performed and the tasks are complete. Completed Service Orders will be filed in an on-site Service Log Book for future reference.

Preferred Client Rates
This agreement includes normal consumable materials such as lubricants, grease, cleaners and clean-up materials. See individual scope pages to determine if repair labor and materials are included in this agreement. If not included in this agreement, they will be billed separately at preferred client rates.

Emergency Service
Emergency service is available from Baker Group — 24 hours a day — 7 days a week to reduce the impact of down time and inconvenience for Linn County Facilities. If an emergency arises, skilled Baker Group technicians will be dispatched to your site with our highest service priority. Our familiarity with your systems will allow us to quickly solve the problem and return your facility to full, efficient operation. By providing quick response, disruptions will be kept to an absolute minimum. Should emergency service be required, but not covered by this agreement, it will be billed separately at preferred client rates.

Commitment to Service Excellence
In partnership with Linn County Facilities, we promise to deliver high quality Sustainable Workplace Solutions by both understanding and exceeding your expectations. A periodic review of Baker Group's performance will be scheduled. Discussions will include, but not be limited to, quality of work, facility concerns, ways to improve, changes needed, and a request for a report card on our work. Any improvements identified will be addressed in an action plan.
Security System Scope

Your security system was installed to reduce the risk of injury or loss for your building occupants. This maintenance program is designed to provide Linn County Facilities with maintenance that will assure you receive full value from your security system investment. Our mutual goal is to be certain the equipment works when you need it. As an integral part of this service offering the Security System Support Services marked below will be performed by trained security system technicians. As a Baker Group Security System maintenance client, you can expect:

- Full functional system testing using specialized tools and instruments to detect malfunctions you can't find by visual inspection alone
- Testing of specified devices for proper operation
- Adjustments and calibration of system control equipment
- Complete system evaluation
- Thorough documentation confirming test completion and results
- Repair estimates for identified required corrective actions

Service Coverage Type

☑ Preventive Maintenance Labor
☑ Preventive Maintenance Material
☐ Repair Labor
☐ Repair Material
☐ Client Training
☐ Systems Operation
☐ 24/7/365
☐ Other: _________________________

Security Support Services

Baker Group will provide Preventive maintenance to expose problems before they result in system failures. We will thoroughly inspect and test the major components of your systems checked below. In the process, Baker Group will also help reduce costly false alarms. We will Test and Inspect:

☐ Burglar Alarm Control Panels
☑ Access Control Panels
☐ Access Control Card Readers
☐ Access Control Key Pads
☐ Access Control Door Strikes / Magnetic Locks
☐ Door Status Contacts
☐ Request to Exit Devices
☐ Glass Break Sensors
☐ Motion Detectors
☐ Annunciation Horns/Strobes/Sirens

☐ Power Supplies
☐ Closed Circuit TV Cameras
☐ Pan Tilt Zoom (PTZ) Control
☐ Closed Circuit TV Multiplexers, Controllers
☐ Closed Circuit TV Monitors
☐ Digital Video Recorders (DVR's)
☐ Network Video Recorders (NVR's)
☐ Software Maintenance and Upgrades
☑ Other: DSX Workstation Verification
☑ Other: Visits include a tasking sheet

Upon completion of the above scope, you will receive system improvement recommendations and documentation indicating covered system operation or a list of deficiencies for correction so you can be assured of system functionality.

☑ Additional Security System Scope

DSX Firmware Flash and (1) Annual DSX Software Upgrade

2.
Sustainable Workplace Solutions
For Linn County Facilities

Services Available from Baker Group:

**Mechanical Capabilities:**
- Boiler Installation & Service
- Chiller / Cooling Tower Installation & Service
- Power House Piping
- Industrial Process Piping
- Stainless Steel Piping
- Medical Gas Piping
- Underground Piping and Utility
- Plumbing Systems
- HVAC Systems
- Refrigeration
- Compressed Air Systems

**Sheet Metal Capabilities:**
- Specialty Metal Fabrication
- Heating, Cooling, and Ventilation
- Architectural Sheet Metal
- Dust Collection / Filtration Systems
- Kitchen and Food Prep Surfaces
- Custom Machine Guards
- Smoke Stacks and Boiler Stacks
- Combustion Air Systems
- Generator Exhaust
- Damper Installation & Repair

**Electrical Capabilities:**
- Site Utilities and Facility Power Distribution
- Switchgear, Bus Way, and Cable Tray Systems
- Variable Speed Drives
- Lighting Systems - New and Upgrades
- Electrical Power Monitoring Systems
- Hazardous Location Installations
- Infrared Thermography Analysis
- Lightning Protection
- Industrial Instrumentation and Control
- Emergency Power - Generators and UPS Systems
- Voice / Data / Video / Fiber

**Engineering Services:**
- Design / Build Mechanical Engineering
- AutoCAD 3-D Design & Documentation
- Building Information Modeling (BIM)
- USGBC LEED® - Accredited Professionals
- Specialized Regulatory Commissioning
- Custom Environmental Chamber Design
- Energy Use Analysis and Benchmarking
- Indoor Air Quality Analysis
- Air Balancing - Active Pressurization Control
- Refrigerant Management and Replacement
- Facility Improvement Master Planning

**Building and Process Automation:**
- Specialized Turnkey Systems Integration:
  - Data Analytics
  - Industrial PLC / HVAC / Security / Fire / Energy
  - Digital Temperature Control Systems
  - PLC Installation & Programming
  - SCADA (System Control and Data Acquisition)
  - Temperature & Pressure Transmitter Installation
  - Pneumatic Control Systems
  - Boiler Sequencing & Control Wiring
  - Lighting Control
  - Real-time Energy Monitoring & Control
  - Refrigerant Monitoring - Leak Reporting
  - Internet Based Monitoring & Control Systems
  - Laboratory and Critical Environment Controls

**Security and Fire Alarm Systems:**
- IP CCTV Surveillance Systems and Analytics
- Card Access / Biometric Systems / Photo ID
- POE Edge Devices and Intercom
- Electrified Door Hardware, Wireless Locks
- Gas Detection and Monitoring
- Lightning Detection
- Integrated Building Automation / Security Systems
- Parking Lot Gate Controls
- Parking Revenue Control Systems (PARCS)
- Burglary Systems with Wireless Options
- Fire Alarm Design, Install, Inspection and Service

**Advanced Manufacturing and Fabrication:**
- Computerized Plasma Pipe Cutter
- AutoCAD Connected 2D Plasma Table
- AutoCAD Connected Duct Machine
- TURBOBend for Architectural Metal
- Electrical Assembly Prefabrication
- UL508A Labeled Electrical Panel Building

**Predictive Maintenance & Repair Services:**
- Vibration Analysis and Laser Shaft Alignment
- Meg-Ohm Motor Winding Testing
- Microlog Motor Condition Analysis
- Equipment Start Up / Baseline Establishment
- Ultra-sonic Gas Leak Detection
- Boiler Combustion Efficiency Analysis
- Back Flow Testing and Certification
- Chiller Maintenance and Rebuilding
- Scheduled Preventive Maintenance
- Building Operations Staffing
- Computerized Maintenance Management
- Flat Fee Comprehensive Service Program
# Sustainable Workplace Solutions
For Linn County Facilities

## SCHEDULE ONE
### COVERED EQUIPMENT

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Sustainable Workplace Solutions
For Linn County Facilities

Breakdown of Annual Cost:
- DSX Preventative Maintenance Check: $1,155.00
- DSX Software Upgrade/Support: $4,264.00
- DSX Panel Firmware Upgrade: $3,861.00

Total Sell Price: $9,280.00

Key Points to Agreement:
- Provide (1) annual WinDSX SQL update per year on the DSX Virtual Server and DSX Workstations and work with Linn County I/T to provide this. This will be scheduled during one of the semi-annual visits.
- Update the firmware on your DSX Panels annually, upon release from DSX
- Schedule: Typical Visit (2 Visits)
  - Baker Group will come to site to check your ACS.Log, run communication lost reports and report any abnormalities
  - Fill out a Tasking Sheet and keep with documentation.
  - Make sure database software backups are occurring
  - While on site each day, answer questions of DSX Facilities in regards to problems you may be having.
  - Document and verify reports at Sheriff’s office is operating clean and document the status of the report
- Baker Group Project Manager will meet with Linn County to go over the contract tickets and discuss any additional issues or items you may have.

Exclusions or Clarifications:
- SQL Server Maintenance or SQL software support is NOT included in this pricing. Updating of Workstations and Server to latest version of Microsoft software is performed by Linn County I/T.
- Actually shutting off power to any panels to see how long battery backup works is NOT included in pricing.
- Testing Access Control Panels or checking door functionality and reporting is NOT included in this proposal.
- Any hours over the 8 hours/day On-Site listed above will be billed at our preferred client rates.Overtime is NOT included in pricing.
- Repair material or repair labor is NOT included in this proposal
- Linn County to provide personnel for access to each facility, including appropriate card access.
- Communication failures or other issues found during the system check are NOT included in this agreement.
- Trend Micro anti-virus cannot be loaded on a DSX system.
Sustainable Workplace Solutions
For Linn County Facilities

TERMS AND CONDITIONS

GENERAL
1. Baker Group agrees to perform all work in a workman-like manner and to furnish quality materials.
2. Client will provide reasonable access to all areas, systems, and equipment, and Baker Group may inspect, stop and start systems and equipment as may be necessary to perform its services under this Agreement.
3. All preventive maintenance and non-emergency repair or replacement services will be performed during normal working hours, 8:00 AM to 4:30 PM, Monday through Friday, excluding holidays or days recognized as holidays.
4. Client will notify Baker Group of any defect in any system or equipment promptly when it becomes known to them or reasonably should have become known to them.
5. If any emergency call is made at Client's request and no defect is found to be present, Baker Group may charge Client at the preferred client rate for such services.
6. In addition to any price specified in this Agreement, Client shall be responsible for any and all applicable local, state, or federal permit or registration fees or taxes, including sales, use, excise, or other similar taxes, applicable to this Agreement, including but not limited to taxes on the recovery, recycling, reclamation, handling and disposal of all refrigerants.
7. Payments due under this Agreement shall be made within thirty (30) days from the date of the invoice. Any balance unpaid after thirty (30) days from the date of the invoice shall bear a finance charge of 1.50% per month from the date of the invoice. In the event Baker Group must commence collection or legal action in order to recover any amount due under this Agreement, Client shall pay Baker Group all costs and expenses, including but not limited to attorney's fees, incurred by Baker Group.
8. After the initial term, Baker Group may adjust the price charged under this Agreement annually on the anniversary date to reflect changes in conditions and prevailing labor and material costs.
9. Client represents that all systems and equipment covered under this Agreement are in maintainable condition and meet current codes. If repairs are found necessary during the new agreement start-up inspection or the initial seasonal start-up, a repair proposal will be submitted for approval. If the repair proposal is declined, the non-maintainable items will be eliminated from the Agreement and the Agreement price adjusted accordingly.
10. If during the term of the Agreement, covered equipment becomes non-repairable due to unavailability of replacement parts, Baker Group, at its option, may remove it from the Agreement and the Agreement price will be adjusted accordingly.
11. Repair, replacement and emergency service provisions apply only to the equipment and system(s) covered by this Agreement. The client is responsible for the replacement or repair of non-moving, non-maintainable parts, such as structural supports, stations, device mounts, ductwork, boiler shell and tubes, boiler refractory, insulating materials, equipment cabinets, fixtures, boxes, water supply lines, plumbing, storage tanks, oil and gas lines, water lines, refrigerant piping, pneumatic tubing, converter shell and tubes, heating or cooling coils, electrical wiring and conduit.
12. Client is responsible for the addition of any equipment or performance of any tests or changes in design required by insurance companies, local, state or federal authorities.
13. If the system(s) or equipment covered is altered, modified, changed or moved, this Agreement may be adjusted accordingly.
14. As part of this Agreement, Baker Group may provide capital goods or services in advance of payment. If this Agreement is canceled before the end of the initial term, Baker Group reserves the right to invoice Client for any costs incurred in excess of the revenue received by Baker Group over the period of the initial term and any extensions thereof.
15. In the event that during the term or within one (1) year after termination or non-renewal of this Agreement, Client hires a Baker Group employee to perform any or all services provided by this Agreement, Baker Group reserves the right to invoicing and collect from Client an amount equal to the expected first year income of the individual.
16. The coverage included in this Agreement, including terms, conditions and schedules attached hereto and incorporated herein, will constitute the entire agreement between us. This Agreement is the confidential property of Baker Group and is provided to Client for use only. No waiver, change or modification of any terms or conditions of this Agreement shall be binding on Baker Group unless made in writing and signed by autorized management of Baker Group.
17. If the Client defaults under this Agreement, Baker Group may terminate this Agreement upon thirty (30) days written notice to Client.
18. The provisions set forth herein in the Terms and Conditions shall be controlling over any other provisions in this Agreement.
19. If any term or provision of this Agreement is held invalid or unenforceable to any extent, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
20. This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.
21. Baker Group does accept MasterCard and VISA credit card payments. However, the vendor charges us a 4% processing fee. These charges will be passed on to the customer for invoice amounts exceeding $2000.

LIMITATIONS OF LIABILITY, INDEMNIFICATION, AND WARRANTY DISCLAIMER
1. Baker Group shall not be liable for damage or loss due to fire, flood, lightning strikes, electrical spikes, brown out, phase loss/irregular, corrosive substance in the air, strike, lockout, dispute with workmen, inability to obtain material or services, computer virus, commotion, attack, war, terrorism, act of God, or any other cause beyond Baker Group's reasonable control.
2. In no event, whether as a result of a claim of breach of contract, breach of warranty, negligence, or otherwise, shall Baker Group or its suppliers, employees or agents be liable for any special, consequential, incidental, or penal damages arising out of or relating to this Agreement, including but not limited to, loss of profit or revenues, loss of use of any products, machinery, systems or equipment, damage to associated products, machinery, systems, or equipment, cost of capital, cost of substitute products, machinery, systems, equipment, facilities, services or replacement power, down time costs, PCI DSS compliance fines, lost profits, or claims of Client's clients for such damages. In no event shall Baker Group be liable, whether sounding in warranty, contract, tort, or otherwise, exceed the price paid under this Agreement.
3. If Client does not operate machinery, equipment or system(s) per initial design, code or manufacturer's requirements, Baker Group shall not be liable for any malfunctioning components or non-function of system or for any related damages.
4. Client acknowledges that signals which are transmitted over telephone lines, air waves, and/or other modes of communication pass through communication networks wholly beyond the control of Baker Group and therefore Baker Group shall not be held responsible for any failure which prevents transmission signals from reaching the third party monitoring company or for any related damages.
5. Baker Group assumes no responsibility and therefore shall not be liable to Client for any loss or damage suffered by Client as a result of burglary, hold-up fire, smoke, water damage, vehicle damage, machinery, equipment, or system failure, failure of central station, or failure of municipal authority to respond to signals, or any other cause whatsoever, regardless of whether such loss or damage or personal injury or death was caused or contributed to by Baker Group's or the third party monitoring company's failure to perform or failure to perform any obligations.
6. Client agrees that false alarm assessments or false charges may be imposed by local government bodies or other organizations who Baker Group or the third party monitoring company is directed to report alarm activity.
7. Client agrees to promptly pay any or all of such false alarm fees.
8. Client agrees that Baker Group is not an insurer and that no insurance coverage is offered herein.
9. To the fullest extent permitted by applicable law, Client shall defend, indemnify and hold harmless the Baker Group from and against any and all liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, awards, judgments, settlements, and penalties, including but not limited to, costs, expenses and attorneys' fees incident thereto, arising out of, based upon, or occasioned by or in connection with (a) the Baker Group's performance or non-performance of this Agreement and/or provision of goods or services to Client, and/or (b) any negligent act or omission, gross negligence, or willful conduct of Client, or that of anyone directly or indirectly employed by or anyone for whose acts any of them may be liable, regardless of whether or not such liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, awards, judgments, settlements, and penalties are caused by a party indemnified hereunder.
10. In the event the Baker Group should prevail in any legal action arising out of the performance or non-performance of this Agreement, Client shall pay, in addition to any damages, all expenses of such action, including but not limited to reasonable attorneys' fees and costs.
11. Baker Group warrants materials to the extent and for the time period said materials are warranted to Baker Group by the manufacturer(s); and Baker Group's liability, if any, under this Agreement shall be limited to replacement of defective materials covered by such manufacturer(s) warranty. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, BAKER GROUP MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE SERVICES OR THE CONDITION OF ANY MATERIALS PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT IN ANY WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR COMPLIANCE WITH APPLICABLE LEGAL REQUIREMENT.

Confidential - Property of Baker Group
SUSTAINABLE WORKPLACE SOLUTIONS SERVICES AGREEMENT FOR
Linn County Juvenile Detention Center

CLIENT NEEDS

HIGH QUALITY
REDUCED DOWNTIME
INCREASED PRODUCTIVITY
REDUCED ENVIRONMENTAL FOOTPRINT
REDUCED OPERATING COSTS
COMFORT & SAFETY

BAKER GROUP SERVICES
BIM • Design/Build • Plumbing
Automation • Security • Sheet Metal • Electrical • Facility Operations • Piping

May 1, 2020

Confidential - Property of Baker Group
Table of Contents

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Systems and services checked below are included in the scope of this agreement. For each checked box you will find additional scope and coverage details attached.

- Heating, Ventilating, and Air Conditioning
- Chilled Water System
- Heating Water System
- Chemical Water Treatment
- Domestic Water and Plumbing Systems
- Building Automation System
  - Building Analytic Software
- Electrical Systems
- Industrial Automation
- Variable Frequency Drives
- Fire Alarm System
- Security Access Control System
- CCTV and Video Management
- Parking and Revenue Control System
- Data Center Services
- Lighting Control System
- Predictive Maintenance
- Infrared Imaging
- Indoor Environmental Improvements
- Utility Benchmarking
- Special Services Requests
Date: May 1, 2020

Baker Group is pleased to offer professional services at your Juvenile Detention Facility at 800 Walford Road Cedar Rapids, IA 52404. Our team offers unique sustainable solutions designed to extend the life of your equipment and serve your needs.

This agreement will be in effect from July 1, 2020 through June 30, 2021 (initial term). The agreement price is $14,665.00 for the first year, to be paid annually, in advance. Pricing is valid for 60 days from above date. The agreement price will be adjusted annually by an amount not-to-exceed the published US Bureau of Labor Statistics Employment Cost Index for Civilian Workers Compensation (CIU1010000000000A) for each subsequent year. Add tax at applicable rate.

This agreement shall continue in effect from year to year after the initial term. Client will receive an automatic renewal notice 45 days prior to anniversary date. If no notice to decline the extension is received 30 days prior to the anniversary date, this agreement shall continue an additional year.

ACCEPTANCE OF AGREEMENT

Client
Linn County Juvenile Detention Center

By __________________________
Authorized Client Representative

Name (Print) __________________________

Title __________________________

Date __________________________

BAKER GROUP

By __________________________
Baker Group Representative

Title __________________________

Date __________________________
Sustainable Workplace Solutions

For Linn County Juvenile Detention Center

Baker Group will provide maintenance for the systems described below:

- SCHEDULE ONE - COVERED EQUIPMENT

Sustainable Workplace Solutions
This service program is designed to provide Linn County Juvenile Detention Center with a long-term maintenance solution. The program will be planned, scheduled, managed, monitored and enhanced by Baker Group to extend the life of your equipment.

Preventive Maintenance
Baker Group will provide specially qualified trained technicians, engineers, and mechanics to perform the preventive maintenance tasks recommended by the equipment manufacturer via a computer prepared work order system which details exact tasks, skill levels required, special tools and special conditions as required to maintain the systems at optimum efficiency levels. Preventive Maintenance (PM) will ensure that all specified equipment is operating efficiently and will have a longer than average life expectancy. This reduces your long-term cost of equipment operation.

Administration and Reporting
Completed service visits are documented by a detailed Baker Group Service Report to assure Linn County Juvenile Detention Center that maintenance has been performed and the tasks are complete. Completed Service Orders will be filed in an on-site Service Log Book for future reference.

Preferred Client Rates
This agreement includes normal consumable materials such as lubricants, grease, cleaners and clean-up materials. See individual scope pages to determine if repair labor and materials are included in this agreement. If not included in this agreement, they will be billed separately at preferred client rates.

Emergency Service
Emergency service is available from Baker Group -- 24 hours a day -- 7 days a week to reduce the impact of downtime and inconvenience for Linn County Juvenile Detention Center. If an emergency arises, skilled Baker Group technicians will be dispatched to your site with our highest service priority. Our familiarity with your systems will allow us to quickly solve the problem and return your facility to full, efficient operation. By providing quick response, disruptions will be kept to an absolute minimum. Should emergency service be required, but not covered by this agreement, it will be billed separately at preferred client rates.

Commitment to Service Excellence
In partnership with Linn County Juvenile Detention Center, we promise to deliver high quality Sustainable Workplace Solutions by both understanding and exceeding your expectations. A periodic review of Baker Group's performance will be scheduled. Discussions will include, but not be limited to, quality of work, facility concerns, ways to improve, changes needed, and a request for a report card on our work. Any improvements identified will be addressed in an action plan.
Security System Scope

Your security system was installed to reduce the risk of injury or loss for your building occupants. This maintenance program is designed to provide Linn County Juvenile Detention Center with maintenance that will assure you receive full value from your security system investment. Our mutual goal is to be certain the equipment works when you need it. As an integral part of this service offering the Security System Support Services marked below will be performed by trained security system technicians. As a Baker Group Security System maintenance client, you can

- Full functional system testing using specialized tools and instruments to detect malfunctions you can't find by visual inspection alone
- Testing of specified devices for proper operation
- Adjustments and calibration of system control equipment
- Complete system evaluation
- Thorough documentation confirming test completion and results
- Repair estimates for identified required corrective actions

Security Support Services

Baker Group will provide preventive maintenance to expose problems before they result in system failures. We will thoroughly inspect and test the major components of your systems checked below. In the process, Baker Group will also help reduce costly false alarms. We will Test and Inspect:

- Burglar Alarm Control Panels
- Access Control Panels
- Access Control Card Readers
- Access Control Key Pads
- Access Control Door Strikes / Magnetic Locks
- Door Status Contacts
- Request to Exit Devices
- Glass Break Sensors
- Motion Detectors
- Annunciator Horns/Strobes/Sirens
- Power Supplies
- Closed Circuit TV Cameras
- Pan Tilt Zoom (PTZ) Control
- Closed Circuit TV Multiplexers, Controllers
- Closed Circuit TV Monitors
- Digital Video Recorders (DVR's)
- Network Video Recorders (NVR's)
- Software Maintenance and Upgrades
- Other: DSX Workstation Verification
- Other: Visits Include a tasking sheet filled out

Upon completion of the above scope, you will receive system improvement recommendations and documentation indicating covered system operation or a list of deficiencies for correction so you can be assured of system functionality.

☐ Additional Security System Scope
  1.
  2.
Sustainable Workplace Solutions  
For Linn County Juvenile Detention Center

Services Available from Baker Group:

**Mechanical Capabilities:**
- Boiler Installation & Service
- Chiller / Cooling Tower Installation & Service
- Power House Piping
- Industrial Process Piping
- Stainless Steel Piping
- Medical Gas Piping
- Underground Piping and Utility
- Plumbing Systems
- HVAC Systems
- Refrigeration
- Compressed Air Systems

**Sheet Metal Capabilities:**
- Specialty Metal Fabrication
- Heating, Cooling, and Ventilation
- Architectural Sheet Metal
- Dust Collection / Filtration Systems
- Kitchen and Food Prep Surfaces
- Custom Machine Guards
- Smoke Stacks and Boiler Stacks
- Combustion Air Systems
- Generator Exhaust
- Damper Installation & Repair

**Electrical Capabilities:**
- Site Utilities and Facility Power Distribution
- Switchgear, Bus Way, and Cable Tray Systems
- Variable Speed Drives
- Lighting Systems - New and Upgrades
- Electrical Power Monitoring Systems
- Hazardous Location Installations
- Infrared Thermography Analysis
- Lightning Protection
- Industrial Instrumentation and Control
- Emergency Power - Generators and UPS Systems
- Voice / Data / Video / Fiber

**Engineering Services:**
- Design / Build Mechanical Engineering
- AutoCAD 3-D Design & Documentation
- Building Information Modeling (BIM)
- USGBC LEED® – Accredited Professionals
- Specialized Regulatory Commissioning
- Custom Environmental Chamber Design
- Energy Use Analysis and Benchmarking
- Indoor Air Quality Analysis
- Air Balancing – Active Pressurization Control
- Refrigerant Management and Replacement
- Facility Improvement Master Planning

**Building and Process Automation:**
- Specialized Turnkey Systems Integration:
  - Data Analytics
  - Industrial PLC / HVAC / Security / Fire / Energy
  - Digital Temperature Control Systems
  - PLC Installation & Programming
  - SCADA (System Control and Data Acquisition)
  - Temperature & Pressure Transmitter Installation
  - Pneumatic Control Systems
  - Boiler Sequencing & Control Wiring
  - Lighting Control
  - Real-time Energy Monitoring & Control
  - Refrigerant Monitoring – Leak Reporting
  - Internet Based Monitoring & Control Systems
  - Laboratory and Critical Environment Controls

**Security and Fire Alarm Systems:**
- I/P CCTV Surveillance Systems and Analytics
- Card Access / Biometric Systems / Photo ID
- POE Edge Devices and Intercom
- Electrified Door Hardware, Wireless Locks
- Gas Detection and Monitoring
- Lightning Detection
- Integrated Building Automation / Security Systems
- Parking Lot Gate Controls
- Parking Revenue Control Systems (PARCS)
- Burglary Systems with Wireless Options
- Fire Alarm Design, Install, Inspection and Service

**Advanced Manufacturing and Fabrication:**
- Computerized Plasma Pipe Cutter
- AutoCAD Connected 20° Plasma Table
- AutoCAD Connected Duct Machine
- TURBOBend for Architectural Metal
- Electrical Assembly Prefabrication
- UL508A Labeled Electrical Panel Building

**Predictive Maintenance & Repair Services:**
- Vibration Analysis and Laser Shaft Alignment
- Meg-Ohm Motor Winding Testing
- Microlog Motor Condition Analysis
- Equipment Start Up / Baseline Establishment
- Ultra-sonic Gas Leak Detection
- Boiler Combustion Efficiency Analysis
- Back Flow Testing and Certification
- Chiller Maintenance and Rebuilding
- Scheduled Preventive Maintenance
- Building Operations Staffing
- Computerized Maintenance Management
- Flat Fee Comprehensive Service Program
# Sustainable Workplace Solutions
For Linn County Juvenile Detention Center

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<th>SCHEDULE ONE</th>
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**Coverage Types:**
- PL = Preventive Maintenance (PM) Labor Only
- PLM = PL + Preventive Maintenance Material
- RL = PLM + Repair Labor
- RLM = PL + Repair Material
- SPEC = Special Training or Coverage
- OPNE = On-Site Facility Operations
- TI = Test and Inspect Only

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</table>
Sustainable Workplace Solutions
For Linn County Juvenile Detention Center

Breakdown of annual cost:
- Annual Input/Output Check &
  Quarterly Redundant Failover Check: $8,168.00
- DSX Software Upgrade/Support: $4,414.00
- WinDSX Software Admin Support $2,083.00

Total Sell Price: $14,665.00

Key Points to Agreement:
- Provide (1) annual WinDSX SQL update per year on both the Primary/Secondary DSX Servers. Work with LC I/T to update all Workstations to latest version of DSX.

- Quarterly:
  - Baker Group will come to site and with a representative of Linn County, test the Primary to Backup Redundant Server for proper operation abased on the instructions needed to get the Backup Redundant Server up and running.
  - Baker Group will come to site to check your ACS.Log, run communication lost reports and report any abnormalities
  - Fill out a Tasking Sheet and keep with documentation.
  - Make sure database software backups are occurring
  - While on site each day, answer questions of DSX Facilities in regards to problems you may be having.

- Yearly:
  - Baker Group will have (2) Technicians on-site and will work with at least (1) Linn County person to verify EVERY input/output is working to the Touchscreen and document the test for everyone’s records.
  - We will test and document the operation of the Interlocks
  - We will check the Admin lockdown button.
  - We will provide Linn County with an update as to any deficiencies we find.
  - We will flash the DSX Panels to the latest version of Firmware once per year.

- WinDSX Software Administrative Support access. See terms and conditions within proposal for additional information.
- Twice Per Year, Baker Group Project Manager will meet with Linn County to go over the contract tickets and discuss any additional issues or items you may have.
Sustainable Workplace Solutions
For Linn County Juvenile Detention Center

Exclusions or Clarifications:

- SQL Server Maintenance or SQL software support is NOT included in this pricing. Updating of Workstations and Server to latest version of Microsoft software is performed by Linn County IT.
- Actually shutting off power to any panels to see how long battery backup works is NOT included in pricing.
- Testing each individual door functionality is NOT included in this proposal.
- Any hours over the 8 hours/day On-Site listed above will be billed at our preferred client rates.
- Overtime is NOT included in pricing.
- Repair material or repair labor is NOT included in this proposal.
- Linn County to provide personnel for access to each facility, including appropriate card access.
- Communication failures or other issues found during the system check are NOT included in this agreement.
- Trend Micro anti-virus cannot be loaded on a DSX system.
Sustainable Workplace Solutions
For Linn County Juvenile Detention Center

TERMS AND CONDITIONS

GENERAL
1. Baker Group agrees to perform all work in a workmanlike manner and to furnish quality materials.
2. Client will provide reasonable access to all areas, systems, and equipment, and Baker Group may inspect, stop and start systems and equipment as may be necessary to perform its services under this Agreement.
3. All preventive maintenance and non-emergency repair or replacement services will be performed during normal working hours, 8:00 AM to 4:30 PM, Monday through Friday, excluding holidays or days recognized as holidays.
4. Client will notify Baker Group of any defect in any system or equipment promptly when it becomes known to them or reasonably should have become known to them.
5. If any emergency call is made at Client's request and no defect is found to be present, Baker Group may charge Client at the pre-determined rate for such services.
6. In addition to any price specified in this Agreement, Client shall be responsible for any and all applicable local, state, or federal permit or registration fees or taxes, including sales, use, excise, or other similar taxes, applicable to this Agreement, including but not limited to taxes on the recovery, recycling, reclamation, handling and disposal of all refrigerants.
7. Payments due under this Agreement shall be made within thirty (30) days from the date of the invoice. Any balance unpaid after thirty (30) days from the date of the Invoice shall bear a finance charge of 1.50% per month from the date of the invoice. In the event Baker Group must commence collection or legal action in order to recover any amount due under this Agreement, Client shall pay Baker Group all costs and expenses, including but not limited to attorney's fees, incurred by Baker Group.
8. After the initial term, Baker Group may adjust the price charged under this Agreement annually on the anniversary date to reflect changes in conditions and prevailing labor and material costs.

9. Client represents that all systems and equipment covered under this Agreement are in maintainable condition and meet current codes. If repairs are found necessary during the new agreement start-up inspection or the initial seasonal start-up, a repair proposal will be submitted for approval. If the repair proposal is declined, the non-maintainable items will be eliminated from the Agreement and the Agreement price adjusted accordingly.
10. If during the term of the Agreement, covered equipment becomes non-repairable due to unavailability of replacement parts, Baker Group, at its option, may remove it from the Agreement and the Agreement price will be adjusted accordingly.

11. Repair, replacement and emergency service provisions apply only to the equipment and system(s) covered by this Agreement. The Client is responsible for the replacement or repair of non-moving, non-maintainable parts, such as structural supports, sumps, device mounts, ductwork, boiler shell and tubes, boiler refractory, insulation materials, equipment cabinets, fixtures, boxes, water supply lines, plumbing, oil storage tanks, oil and/or gas lines, water lines, refrigerant piping, pneumatic tubing, converter shell and tubes, heating or cooling coils, electrical wiring and conduit.
12. Client is responsible for the addition of any equipment or performance of any tests or changes in design required by insurance companies, local, state or federal authorities.
13. If the system(s) or equipment covered is altered, modified, changed or moved, this Agreement may be adjusted accordingly.

14. As part of this Agreement, Baker Group may provide capital goods or services in advance of payment. If this Agreement is canceled before the end of the initial term, Baker Group reserves the right to invoice Client for any costs incurred in excess of the revenue received by Baker Group over the period of the initial term and any extensions thereof.
15. In the event that during the term or within one (1) year after termination or non-renewal of this Agreement, Client hires a Baker Group employee to perform any or all services provided by this Agreement, Baker Group reserves the right to invoice and collect from Client an amount equal to the expected first year income of the individual.
16. The coverage included in this Agreement, including terms, conditions and schedules hereunder and incorporated herein, will constitute the entire agreement between us. This Agreement is the confidential property of Baker Group and is provided for Client's use only.

The provisions set forth herein in the Terms and Conditions shall be controlling over any other provisions in this Agreement.

18. If any term or provision of this Agreement is held invalid or unenforceable to any extent, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
19. This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.

LIMITATIONS OF LIABILITY, INDEMNIFICATION, AND WARRANTY DISCLAIMER

Baker Group shall not be liable for damage or loss due to fire, flood, lightning strikes, electrical spikes, brown outs, phase loss/reversal, corrosive substances in the air, strikes, lockout, disputes with workmen, inability to obtain material or services, computer virus, commotion, attack, war, terrorism, act of God, or any other cause beyond Baker Group's reasonable control.

In no event, whether as a result of a claim of breach of contract, breach of warranty, negligence, or otherwise, shall Baker Group or its suppliers, employees or agents be liable for any special, consequential, incidental, or penal damages arising out of or relating to this Agreement, including but not limited to, loss of profit or revenues, loss of use of any products, machinery, systems or equipment, damage to associated products, machinery, systems, or equipment, cost of capital, cost of substitute products, machinery, systems, equipment, facilities, services or replacement power, claim time costs, PCI DSS compliance fines, lost profits, or claims of Client's clients for such damages. In no event shall Baker Group's liability, whether sounding in warranty, contract, tort, or otherwise, exceed the price paid under this Agreement.

If Client does not operate machinery, equipment or system(s) per initial design, code or manufacturer's requirements, Baker Group shall not be liable for any malfunctioning components or non-function of system or for any related damages.

Client acknowledges that signals which are transmitted over telephone lines, air waves, and/or other modes of communication pass through communication networks wholly beyond the control of Baker Group and, therefore, Baker Group shall not be held responsible for any failure which prevents transmission signals from reaching the third party monitoring company or for any related damages.

Baker Group assumes no responsibility and therefore shall not be liable to Client for any lost or damage suffered by Client as a result of burglary, hold-up, fire, smoke or water damage, vehicle damage, machinery, equipment, or system failure, failure of central station, or failure of municipal authority to respond to signals, or any other cause whatsoever, regardless of whether such loss or damage or personal injury or death was caused or contributed to by Baker Group's or the third party monitoring company's negligent performance or failure to perform any obligations.

Client agrees that false alarm assessments or false alarms may be imposed by local government bodies or other organizations who Baker Group or the third party monitoring company is directed to report alarm activity.

Client agrees to promptly pay any or all of such false alarm fees.

Client agrees that Baker Group is not an insurer and that no insurance coverage is offered herein.

To the fullest extent permitted by applicable law, Client shall defend, indemnify and hold harmless the Baker Group from and against any and all liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, awards, judgments, settlements, and penalties, including but not limited to, costs, expenses and attorneys' fees incident thereto, arising out of, based upon, or occasioned by or in connection with (a) Baker Group's performance or non-performance of this Agreement and/or provision of goods or services to Client, and/b (b) any negligent act or omission, gross negligence, or willful conduct of Client, or that of anyone directly or indirectly employed by it or anyone for whose acts any of them may be liable, regardless of whether or not such liabilities, obligations claims, demands, causes of action, losses, expenses, damages, fines, awards, judgments, settlements, and penalties are caused by a party indemnified hereunder.

In the event the Baker Group should prevail in any legal action arising out of the performance or non-performance of this Agreement, Client shall pay, in addition to any damages, all expenses of such action, including but not limited to reasonable attorneys' fees and costs.

Baker Group warrants materials to the extent and for the period the said materials are warranted to Baker Group by the manufacturer(s); and Baker Group's liability, if any, under this Agreement shall be limited to replacement of defective materials covered by such manufacturer(s) warranty. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, BAKER GROUP MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE SERVICES OR CONDITION OF ANY MATERIALS PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR COMPLIANCE WITH APPLICABLE LEGAL REQUIREMENT.
APPLICATION TO
"ADOPT-A-ROADSIDE"

TO BE COMPLETED BY SPONSOR
PLEASE PRINT CLEARLY

Name of Sponsor (Organization, Group or Individual) Walker Lions Club

Signature of Contact Person 

Mailing Address (Street, P.O. Box, City, State, Zip Code) PO Box 218 Walker IA 52352

Telephone Number E-Mail Address 319-529-2401 mclins13@juno.com

The proposed work is located on Walker Rd Road

from Bettis Creek Rd to approx 3 miles E Gard Road

Approval is hereby requested to enter within the County Road right of way to perform the following described work (check all that apply):

- Litter removal
- Enhancement Planting*
- Other (describe) __________________

*A sketch noting the quantity, location, and species must be attached to this application prior to Department granting approval.

AGREEMENTS:

The Sponsor(s) agrees that if granted a permit to do said work the following stipulations shall govern:

1. This application shall have been approved prior to Sponsor(s) beginning any operations as requested herein.

2. Sponsor(s) agree to indemnify and hold harmless Linn County, its Board of Supervisors, officers and employees from all liability, judgment, costs, expenses and claims growing out of damages, or alleged damages of any nature whatsoever to any person, property or third party arising out of the performance or nonperformance of said work.

3. No vehicles, equipment or materials are to be stored within the right of way. A vehicle may be allowed to be parked on the shoulder during times of litter pick up.

4. Right of way markers, signs and land monuments shall not be removed, altered or damaged.

5. This permit shall be subject to any laws now in effect or any laws which may be hereafter enacted and all applicable rules and regulations of local, state and federal agencies.

6. The Sponsor(s) agrees to give Linn County forty-eight hours notice of intention to start operations. Notification shall be given to the Secondary Road Department, 1944 County Home Road, Marion, Iowa 52302, work phone number Monday through Friday 7:00 A.M. to 3:30 P.M. 892-6400.

7. Access to the work site will, where possible, be obtained from private property or other roadways and not from the G:\Engineer\Roadside\Adopt-A-Roadside\Forms\Adopt A Roadside Application.doc
traveled portion of the hard surfaced roadway.

8. The Sponsor(s) shall carry on the work as required and authorized by this agreement with serious regard to the safety of the traveling public, adjacent property owners and volunteers or employees of the Sponsor(s).

9. The Sponsor(s) acknowledges that all personnel involved in this project are initiators and volunteers directed by the Sponsor(s) and that the Sponsor(s) accept full responsibility for any injuries or damages sustained by or caused by such personnel. The Sponsor(s) acknowledges that they or their volunteers are in no way considered to be employees of the Linn County Board of Supervisors or the Linn County Secondary Road Department.

The Sponsor(s) and the Department further agree to the following terms and conditions of this agreement.

SPONSOR’S ADDITIONAL RESPONSIBILITY:

To perform the work specified in a satisfactory, safe and professional manner.

To provide adult supervision at the work site when volunteers or employees are 14 years of age or younger.

To obtain required supplies and materials as may be needed from the Secondary Road Department to carry out this agreement, during regular business hours, Monday through Friday 7:00 A.M. to 3:30 P.M.

To put in place traffic control signs at all times when the Sponsor(s) is doing work near the roadway and remove only when the work has been completed.

To place all trash bags used during collection of litter, adjacent to the Adopt-A-Roadway signs (if applicable), or at the ends of adopted sections, for pickup and disposal by the Department.

To plant all right of way harvested seed on either County road rights of way or other public grounds as approved.

To return all unused materials and supplies furnished by the Secondary Road Department, to the Main Shop within one week after the activity is completed.

DEPARTMENT’S RESPONSIBILITIES:

To erect a sign at each end of the adopted section with the Sponsor(s) name or acronym displayed (if requested).

To provide reflective vests, trash bags, safety literature, and other related materials, to the Sponsor(s).

To remove trash bags used for litter pickup by Sponsor(s).

To assist in removal of litter under unusual circumstances such as when large, heavy or hazardous items are found.

To assist in location and selection of enhancement plantings (if applicable).

PLEASE NOTE:

The Department reserves the right to terminate this agreement and remove Adopt-A-Roadway signs when in the sole judgment of the Department, it is found that the Sponsor(s) has not met the terms and conditions of this agreement.

FOR OFFICE USE ONLY

This agreement shall remain in force from 5/1/2020 until 5/1/2022. If this agreement includes litter removal the Sponsor agrees to pickup litter 2 times per year.

DEPARTMENT OF SECONDARY ROADS APPROVAL

Recommended for Approval

Linn County Engineer

FOR OFFICE USE ONLY

Approved

Linn County Board of Supervisors

Date

May 6, 2020

Date

2020
# COUNTY OF LINN, IOWA
## PURCHASE ORDER

**P.O. NUMBER:** 17-20

**SUPPLIER:**
COLEMAN MOORE CO  
220 NEW YORK AVE  
DES MOINES, IA 50313-

**ATTN:**

**PHONE:** (515) 309-5577

**DELIVER TO:**
LINN COUNTY SECONDARY ROAD DEPT  
1944 COUNTY HOME ROAD  
MARION, IA 52302

**INVOICES TO:**
LINN COUNTY SECONDARY ROAD DEPT  
1888 COUNTY HOME ROAD  
MARION, IA 52302

**NOTE: SALES TAX EXEMPT = ID NUMBER 42-6004338**

**ORDER INSTRUCTIONS:** PLEASE ENTER OUR ORDER FOR THE FOLLOWING, SUBJECT TO THE INSTRUCTIONS, TERMS AND CONDITIONS NAMED HEREIN. IMPORTANT - THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS STATED HEREIN, AND ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE SELLER ARE REJECTED UNLESS ASSENTED TO IN WRITING. NO CHEMICALS ACCEPTED WITHOUT MATERIAL SAFETY DATA SHEET (MSDS).

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<th>LINE NO.</th>
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Price extended from PO 14-20.

**TOTAL** $8,121.60

**Signature:**  
Chairperson, Board of Supervisors

**Date:**

**Authorization:**
Purchasing Manager

**Budget:**

**INTERNAL USE:**
Department: Engineering  
Contact: Megan Di Cesare

Page 1 of 1
LINN COUNTY ORDINANCE # _________________________

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

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

SECTION 1. SEE ATTACHMENT A

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

SECTION 3. SEVERABILITY. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

SECTION 5. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Public hearing and first consideration on the 4th day of May, 2020

Second consideration on the 6th day of May, 2020

Third and final passage on the 13th day of May, 2020.

Published in the Gazette on the _______ day of May, 2020.
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 _________________________, 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
Attachment A

An Ordinance Amending the Linn County Code of Ordinances

Article III, Section 107-48, subsection 4:

(4) Alteration of a nonconforming structure. A nonconforming structure may be structurally altered or enlarged, provided it is structurally altered or enlarged in a way that will not increase or extend its nonconformity, and provided either subsections (a) or (b) of this section applies, and any related special exception is approved by the board of adjustment.

Article IV, Section 107-74, subsection (c)(1):

(c) Standards for granting special exceptions. No variation to the application of the provisions of this chapter shall be made unless and until the board of adjustment shall be satisfied that all of the following criteria are met:

(1) Strict compliance with the restrictions governing setback, frontage, height, or other bulk provisions of this chapter would result in a practical difficulty upon the owner of such property and only where such exception does not exceed 50 percent of the particular limitation or number in question or 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;
LINN COUNTY ORDINANCE # _________________________

AN ORDINANCE AMENDING THE LINN COUNTY, IOWA CODE OF ORDINANCES
BY AMENDING CHAPTER 103 AND ADOPTING CHAPTER 104

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

SECTION 1. SEE ATTACHMENT A

SECTION 2. CONFLICTING REGULATIONS. In accordance with Section 329.8, Code of Iowa, where there exists a conflict between any of the regulations or limitations prescribed in this ordinance and any other regulations applicable to the same area, whether the conflict be with respect to height or structures, the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

SECTION 3. SEVERABILITY. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

SECTION 5. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Public hearing and first consideration on the 4th day of May, 2020.

Second consideration on the 6th day of May, 2020.
Third and final passage on the 13th day of May, 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
ATTACHMENT A

AN ORDINANCE AMENDING THE LINN COUNTY CODE OF ORDINANCES

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF LINN COUNTY, IOWA:

Section 1. That Chapter 103 be amended as follows:

**Chapter 103 – Airport Zoning** be renamed to Eastern Iowa Airport Zoning.

**Sec. 103-1. – Short Title** shall be amended to read:

These regulations shall be known and may be cited as the “Eastern Iowa Airport Zoning Regulations”.

Section 2. That Chapter 104, Marion Municipal Airport Land Use and Height Overlay Zoning, be created as follows:

**Sec. 104-1. – Short Title.**

This ordinance shall be known and may be cited as the Marion Municipal Airport Land Use and Height Overlay Zoning, and it is referred to as the “Ordinance” within the following sections.

**Sec. 104-2. – General.**

The Marion Municipal Airport Land Use and Height Overlay Zoning is created by the City of Marion and Linn County as a result of the adoption of this Chapter. This ordinance shall regulate and restrict the height of structures, objects, and growth of natural vegetation, as well as land uses, within the vicinity of the Marion Municipal Airport and the projected growth of the airport as detailed in the Airport Layout Plan as amended from time to time. The creation of appropriate overlay zoning and establishing the boundaries of the individual zones, as well as providing for changes in the restrictions and boundaries of such a district is vested in this ordinance. The Marion Municipal Airport Land Use and Height Overlay Zoning Map is incorporated into and made part of this ordinance. The ordinance also provides for the enforcement of the ordinance, the establishment of the Airport Board of Adjustment, and the imposition of penalties related to the implementation of the ordinance.

**Sec. 104-3. - Authority.**

Iowa Code § 329.3 Airport Zoning empowers local municipalities to zone airports including height and land use restrictions.

**Sec. 104-4 - Statement of Intent and Purpose.**

A. The Marion Municipal Airport is acknowledged as an essential public facility to the State of Iowa and the local community.

B. The creation or establishment of an airport hazard is a public nuisance and poses a potential concern to the surrounding individuals and businesses served by the Marion Municipal Airport.

C. It is the responsibility of the City of Marion and Linn County to ensure that there shall be no creation or establishment of a hazard that endangers public health, safety, welfare, and impacts an individual’s quality of life or prevents the safe movement of aircraft at the Marion Municipal Airport.

D. For the protection of the public health, safety, and general welfare, and for the
promotion of the most appropriate use of land, it is necessary to prevent the creation or establishment of airport hazards.

E. The prevention of airport hazards shall be accomplished, to the extent legally possible, by proper exercise of police power.

Sec. 104-5. - Applicability.

This ordinance encompasses a general area around the Marion Municipal Airport. Specific dimensions associated with the zoning boundary are shown in the Marion Municipal Airport Land Use and Height Overlay Zoning Map.

Sec. 104-6. - Definitions.

A. Airport. (FAA FAR Sec. 152.3) Any areas of land or water that is used, or intended for use, for the landing and takeoff of aircraft. Any appurtenant areas that are used, or intended for use, for airport buildings, other airport facilities, or rights-of-way; and all airport buildings and facilities located on the areas specified in this definition. The Marion Municipal Airport is owned by the City of Marion, Iowa.

B. Airport Elevation. (FAA AC 150/5190-4A) The highest point on an airport’s usable landing area measured in feet from sea level.

C. Airport Hazard. (FAA FAR Sec. 152.3) Any structure or object of natural growth located on or in the vicinity of a public airport, or any use of land near a public airport that obstruct the airspace required for the flight of aircraft landing or talking off at the airport; or is otherwise hazardous to aircraft landing or taking off at the airport.

D. Airport Layout Plan (ALP). (FAA FAR Sec. 152.3) The plan of an airport showing the layout of existing and proposed airport facilities.

E. Airport Overlay Zones. A zone intended to place additional land use conditions on land impacted by the airport while retaining the existing underlying zone. The FAR Part 77 Surfaces and FAA Advisory Circular 150/5300-13 defined Runway Protection Zones have been combined to create five airport zones. The five specific zones create a comprehensive area focused on maintaining compatible land use around airports.

1) Zone A [Runway Protection Zone] - is intended to provide a clear area that is free of above ground obstructions and structures. This zone is closest to the individual runway ends.

2) Zone B [Approach Surface] - is a critical overlay surface that reflects the approach and departure areas for each runway at an airport. The size of Zone B is predicated upon the type of approach (visual, non-precision, or precision) that a specific runway has and the type/size of aircraft utilizing the runway.

3) Zone C [Transitional Surface] - includes those areas that are parallel to the runway pavement and extend from the edge of the primary surface.

4) Zone D [Horizontal Surface] - is typically elliptical in shape, depending upon the runway types and configurations at an individual airport.

5) Zone E [Conical Surface] - is the outermost zone of the overlay areas and has the least number of land use restriction considerations. Zone E begins at the edge of the horizontal surface and is 4,000 feet in width paralleling the horizontal surface.

F. Airport Zoning Permit. Airport zoning permit allowing new development or alteration or expansion of a nonconforming use.

G. Airspace. The space lying above the earth or above a certain area of land or water that is necessary to conduct aviation operations.

H. Airport Land Use and Height Overlay Zoning Map. The Marion Municipal Airport Land Use and Height Overlay Zoning Map is compiled from the criteria in FAR Part 77, "Objects Affecting
Navigable Airspace." It shows the area affected by the Marion Municipal Airport Land Use and Height Overlay Zoning, and includes the layout of runways, airport boundaries, elevations of Overlay Zones. Applicable height limitation areas are shown in detail.

I. Approach Slope. (FAR Part 77) The ratio of horizontal to vertical distance indicating the degree of inclination of the Approach Surface. The ratio is 34:1 for all runways extended from the primary surface a distance of 10,000 feet.

J. Approach Surface. (FAA AC 150/5190-4A) A surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the approach zone height limitation slope set forth in this Ordinance. In plan the perimeter of the approach surface coincides with the perimeter of the approach zone.

K. Compatibility. The degree to which land uses or types of development can coexist or integrate.

L. Easement. (FAA AC 5020-1) The legal right of one party to use a portion of the total rights in real estate owned by another party. This may include the right of passage over, on, or below property; certain air rights above the property, including view rights; and the rights to any specified from of development or activity, as well as any other legal rights in the property that may be specified in the easement document.

M. Federal Aviation Administration (FAA). A federal agency charged with regulating air commerce to promote its safety and development; encourage and develop civil aviation, air traffic control, air navigation; and promoting the development of a national system of airports.

N. Federal Aviation Administration Advisory Circular (FFA AC). Advisory circular (AC) refers to a type of publication offered by the Federal Aviation Administration (FAA) to provide guidance for compliance with operational standards.

O. Federal Aviation Regulations (FAR). (FAA FAR) Regulations established and administered by the FAA that govern civil aviation and aviation-related activities.

1) FAR Part 36. (FAA FAR Sec. 36.1) Regulation establishing noise standards for civil aviation fleet.

2) FAR Part 91. (FAA FAR Sec. 91.1) Regulation pertaining to air traffic and general operating rules, including operating noise limits.

3) FAR Part 150. (FAA FAR Sec. 150.1) Regulation pertaining to airport noise compatibility planning.

4) FAR Part 161. (FAA FAR Sec. 161.1) Regulation pertaining to notice and approval of airport noise and access restrictions.

5) FAR Part 77. (FAA FAR Sec. 77.1) Objects Affecting Navigable Airspace - Part 77 (a) establishes standards for determining obstructions in navigable airspace; (b) defines the requirements for notice to the FAA Administrator of certain proposed construction or alteration; (c) provides for aeronautical studies of obstructions to air navigation to determine their effect on the safe and efficient use of airspace; (d) provides for public hearings on the hazardous effect of proposed construction or alteration on air navigation; and (e) provides for establishing antenna farm areas.

P. General Aviation Airport. Any airport that is not an air carrier airport or a military facility.

Q. Height. Height is utilized for the purpose of determining the height limits in all zones set forth in this Ordinance and shown on the official Marion Municipal Airport Land Use and Height Overlay Zoning Map; height shall be measured as the highest point of a structure, tree, or other object of natural growth, measured from the mean sea level elevation unless otherwise specified.

R. Imaginary Surfaces. (FAA FAR Part 77.25) Those areas established in relation to the airport and each runway consistent with FAR Part 77 in which any object extending above these imaginary surfaces, by definition, is an obstruction.

S. Transitional Surface. The transitional surface extends outward and upward at right angles to the runway centerline and extends at a slope of seven feet horizontally for each one foot vertically (7:1) from the sides of the primary and approach surfaces. The transitional surfaces extend to
the point at which they intercept the horizontal surface at a height of 150 feet above the established airport elevation.

T. Horizontal Surface. The horizontal surface is a horizontal plane located 150 feet above the established airport elevation and encompasses an area from the transitional surface to the conical surface. The perimeter is constructed by generating arcs from the center of each end of the primary surface and connecting the adjacent arcs by lines tangent to those arcs.

U. Conical Surface. The conical surface extends upward and outward from the periphery of the horizontal surface at a slope of 20 feet horizontally for every one foot vertically (20:1) for a horizontal distance of 4,000 feet.

V. Approach Surface. The approach surface is longitudinally centered on an extended runway centerline and extends outward and upward from the end of the runway primary surface.

W. Incompatible Land Use. (FAA FAR Sec. 150.7) The use of land which is normally incompatible with the aircraft and airport operations (such as, but not limited to, homes, schools, nursing homes, hospitals, and libraries).

X. Land Use Compatibility. The coexistence of land uses surrounding the airport with airport-related activities.

Y. Lighting and Marking of Hazards to Air Navigation. Installation of appropriate lighting fixtures, painted markings or other devices to such objects or structures that constitute hazards to air navigation.

Z. Mitigation. The minimization, reduction, elimination or compensation for adverse environmental effects of a proposed action.

AA. Noise Impact. A condition that exists when the noise levels that occur in an area exceed a level identified as appropriate for the activities in that area.

BB. Noise Sensitive Area. (FAA AC 91-36D) Defined as an area where noise interferes with normal activities associated with the area’s use. Examples of noise-sensitive areas include residential, educational, health, and religious structures and sites, and parks, recreational areas (including areas with wilderness characteristics), wildlife refuges, and cultural and historical sites where a quiet setting is a generally recognized feature or attribute.

CC. Nonconforming Use. (FAA Web site) Any pre-existing structure, tree, or use of land that is inconsistent with the provisions of the local land use or airport master plans.

DD. Object. (FAA AC 150/5300-13) Includes, but is not limited to above ground structures, navigational aids, people, equipment, vehicles, natural growth, terrain, and parked aircraft.

EE. Obstruction. (FAA AC 150/5190-4A) Any structure, growth, or other object, including a mobile object, which exceeds a limiting height, specific to its geographic location relative to the runway/airport.

FF. Overlay Zone. A mapped zone imposing requirements in addition to those of the underlying zoning district.

GG. Primary Surface. (FAA AC 15 0/5190-4A) A surface longitudinally centered on a runway. When the runway has a specially prepared hard surface, the primary surface extends 200 feet beyond each end of that runway; for military runways or when the runway has no specially prepared hard surface, or planned hard surface, the primary surface ends at each end of that runway. The width of the primary surface is set forth in FAR Part 77. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline.

HH. Primary Runway. (FAA AC 150/5325-4B) The runway used for the majority of airport operations. Large, high-activity airports may operate two or more parallel primary runways.

II. Public Use Airport. (FAA AC 150/5190-6) Means either a publicly owned airport or a privately-owned airport open for public use.

JJ. Runway Protection Zone (RPZ). (FAA AC 150/5300-13) An area off the runway end designed to enhance the protection of people and property on the ground.
Structure. Any object constructed or installed by humans, including, but without limitation, buildings, towers, smokestacks, and overhead transmission lines, including the poles or other structures supporting the same.

Variance. An authorization for the construction or maintenance of a building or structure, or for the establishment or maintenance of a use of land that is prohibited by a zoning ordinance. A lawful exception from specific zoning ordinance standards and regulations predicated on the practical difficulties and/or unnecessary hardships by the petitioner being required to comply with the regulations and standards from which a variance is sought.

Visual Approach. An approach to an airport conducted with visual reference to the terrain.

Visual Runway. (FAA AC 150/5300-13) A runway without an existing or planned straight-in instrument approach procedure.

Wildlife Hazards. Wildlife (birds, mammals, reptiles), including feral animals and uncontrolled domesticated animals associated with aircraft strike problems, and capable of causing structural damage to airport facilities or attractants to other wildlife that pose a strike hazard.

Sec. 104-7. - Airport Land Use and Height Overlay Zoning Map.

The Marion Municipal Airport Land Use and Height Overlay Zones established by this ordinance are shown on the Marion Municipal Airport Land Use and Height Overlay Zoning Map attached as Exhibit A to Chapter 104. Such official Marion Municipal Airport Land Use and Height Overlay Zoning Map may be amended, and all notations, references, elevations, data, zone boundaries, and other information included in the maps are adopted as part of this Ordinance.

Sec. 104-8. - Airport Zoning Requirements.

In accordance with Section 329.10, Iowa Code, there are three (3) principal airport zoning requirements supported by additional information contained within the following remaining sections of this ordinance. These basic zoning requirements state:

A. All airport zoning regulations adopted under this ordinance shall be reasonable and none shall impose any requirement or restriction that is not necessary to make effective the purposes of this ordinance.

B. Airport zoning regulations adopted under this ordinance may require the following:

1) The removal, lowering, or other change or alteration of any structure or tree, or a change in use, non-conforming to the regulations when adopted or amended.

2) A property owner to permit the City of Marion to install, operate, and maintain on the property markers and lights as necessary to indicate to operators of aircraft the presence of the airport hazard, when adopted or amended.

C. All such regulations may provide that a preexisting nonconforming structure, tree, or use, shall not be replaced, rebuilt, altered, allowed to grow higher, or replanted, so as to constitute a greater airport hazard than it was when the airport zoning regulations or amendments to the regulations were adopted.

The City of Marion will be responsible for the initial removal of trees, structures, or other natural or man-made obstructions that are not conforming to the regulations of this ordinance when adopted or amended. Any subsequent alterations or removal of any natural or man-made obstructions to the Marion Municipal Airport or its airspace will be responsibility of the property owner.

Sec. 104-10. – Nonconformities

A. It is the intent of this ordinance to permit legal nonconforming buildings, structures, or natural resources to continue until they are removed but not to encourage their continuance, unless such nonconforming use is determined by the FAA to be a hazard within one of the airport zones and must be altered or changed in accordance with FAA regulations. It is further the intent of this ordinance that nonconformities shall not be enlarged upon, expanded or extended, nor be used to add other nonconforming structures prohibited elsewhere in the defined airport zones.

B. In accordance with Section 329.10, Iowa Code, and as stated above, any preexisting nonconforming structure, tree, or land use, shall not be replaced, rebuilt, altered, allowed to grow higher, or replanted, so as to constitute a greater airport hazard than it was when the airport zoning regulations or amendments to the regulations were adopted. With that stated, where a lawful building or structure exists prior to the effective date of adoption or amendment of this ordinance that cannot be built under the terms of this airport ordinance by reason of restrictions on height or land use compatibility, such structure may be continued so long as it remains otherwise lawful and in compliance with FAA regulations; subject to the following provisions:

1) No such nonconforming structure may be enlarged or altered in a way that increases its nonconformity. Such structure may be enlarged or altered in a way that does not increase its nonconformity.

2) Should such nonconforming structure be destroyed by any means to an extent of more than seventy-five percent (75%) of its replacement cost, it shall be reconstructed only in conformity with the provisions of this airport ordinance.

3) Should any nonconforming structure be moved within the boundaries of any of the five (5) airport zones for any reason or for any distance whatever, it shall thereafter conform to the regulations of this airport zoning ordinance.

4) Discontinuance. In the event a nonconforming building, structure or use is discontinued for a period of one (1) year, the height or land use compatibility shall conform thereafter to the provisions of this airport zoning ordinance.

C. On any nonconforming building or structure, work may be done on ordinary repairs or replacement of non-bearing walls not exceeding seventy-five percent (75%) of the assessed value of the building, provided the cubic content of the
building shall not be increased.

D. Nothing in this ordinance shall be deemed to prevent the strengthening or restoring to a safe condition of any building or part thereof declared to be unsafe by an official charged with protecting the public safety upon orders of such official.

E. There may be a change of tenancy, ownership, or management of any existing nonconforming uses of land, buildings or structures.

Sec. 104-11. - Establishment of Airport Overlay Zones.

A. FAR Part 77 Surfaces and the Runway Protection Zones have been combined to create five airport overlay zones. These zones are designed to maintain compatible land uses around the Marion Municipal Airport. Specific dimensions for the individual zones for each runway end are noted in the following tables and text. The Marion Municipal Airport Land Use and Height Overlay Zoning Map should be consulted to determine the specific area of the impact associated with each zone.

1) Airport Overlay - Zone A: Runway Protection Zone (RPZ). Zone A is intended to provide a clear area that is free of above-ground obstructions and structures. This Zone is closest to the individual runway ends. The dimensional standards for Zone A are shown in Table 1.

Table 1: Runway Protection Zone Dimensions

<table>
<thead>
<tr>
<th>Approach Visibility</th>
<th>Approach Visibility Minimums</th>
<th>Dimensions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Length L W</td>
</tr>
<tr>
<td>Visual and not lower than 1-Mile</td>
<td>Aircraft Approach Categories A &amp; B</td>
<td>1,000 500 800</td>
</tr>
</tbody>
</table>

1The RPZ Dimensional standards are for the runway end with the specialized approach visibility minimums. The departure RPZ dimensional standards are equal to or less than the approach RPZ dimensional standards. When an RPZ begins other than 200 feet (60 m) beyond the runway end, separate approach and departure RPZs should be provided. Refer to FAA AC 150/5300-13 Change 11, Appendix 14 for approach and departure RPZs.

2) Airport Overlay - Zone B: Approach Surface. Zone B is a critical airport zoning surface that reflects the approach and departure areas for each runway at an airport. The size of Zone B is predicated upon the type of approach (visual, non-precision, or precision) that a specific runway has and the type/size of aircraft utilizing the runway. The following table illustrates the various sizes of Zone B based upon the specific runway criteria. A portion of Zone B is overlain by Zone A because the Approach Surface and RPZ overlap the entire length of the RPZ. Consequently, the length of Zone B begins at the inner edge of the RPZ. This district is centered on the extended runway centerline and extend outward and upward from the end of the runway primary surface at a slope 34 horizontal to 1 vertical (34:1) for the ultimate Approach Surface. Table 2 illustrates the size of Zone B.

3) Airport Overlay - Zone C: Transitional Surface. Zone C provides an area, relatively free of obstructions, that are in closest proximity, laterally to the runway environs. Zone C includes those areas that are parallel to the runway pavement and extend 1,050 feet from the edge of the primary surface parallel to the runway and extended runway centerline until they reach the end of Zone A at a 90-degree angle and extend to intersect with Zone B. This Zone extends outward and upward at right angles to the runway centerline and extends at a slope of seven feet horizontal for one foot vertical (7:1) from the sides of the primary and approach surfaces. Table 2 illustrates the
size of Zone C based upon the specific runway criteria.

a. The west side of Zone C shall extend from 125’ west of the runway centerline to 1091’ west of the runway centerline; the east side of Zone C shall extend from 250’ east of the runway centerline to 1,216’ east of the runway centerline.

4) Airport Overlay Zone D: Horizontal Surface. This Zone follows horizontal surface plane located 150 feet above the established airport elevation and encompasses an area from the transitional surface to the conical surface. This Zone is elliptical in shape, the radius of which is 10,000 feet from the edge of the primary surface. Table 2 illustrates the size of Zone D based upon the specific runway criteria.

5) Airport Overlay Zone E: Conical Surface. This Zone has the least number of land use restrictions. Zone E extends upward and outward from the periphery of the Horizontal Surface at a slope of 20 feet horizontal for one foot vertical (20:1) for a horizontal distance of 4,000 feet from Zone D. Table 2 illustrates the size of Zone E based upon the specific runway criteria.

Table 2: Airport Overlay Zones Size and Configuration

<table>
<thead>
<tr>
<th>Item</th>
<th>Runway Dimensional Standards (feet)</th>
<th>Runway 17</th>
<th>Runway 35</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Surface Width</td>
<td>500</td>
<td>500</td>
<td>500</td>
</tr>
<tr>
<td>Zone B – Inner Width</td>
<td>500</td>
<td>500</td>
<td>500</td>
</tr>
<tr>
<td>Zone B - end width</td>
<td>3,500</td>
<td>3,500</td>
<td>3,500</td>
</tr>
<tr>
<td>Zone B - Length</td>
<td>10,000</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Zone C - width</td>
<td>1,050</td>
<td>1,050</td>
<td>1,050</td>
</tr>
<tr>
<td>Zone D - radius</td>
<td>10,000</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Zone E - width</td>
<td>4,000</td>
<td>4,000</td>
<td>4,000</td>
</tr>
</tbody>
</table>

Sec. 104-12. - Airport Overlay Zone Land Use Compatibility

A. Underlying zoning district classifications shall dictate permitted, accessory and conditional land uses. Table 3 identifies land uses within the underlying zoning districts which are compatible, not compatible or require additional review:

1) Uses identified as COMPATIBLE shall be considered permitted uses and shall not require additional review.
2) Uses found to be NOT COMPATIBLE shall be considered prohibited uses and shall be precluded from development within the specific zones.
3) Uses found to require ADDITIONAL REVIEW shall be evaluated for general compatibility by the Airport Zoning Administrator for potential conflicting land uses or potential negative effects that may need to be mitigated. If after review by the Airport Zoning Administrator all conditions have been addressed the Zoning Permit shall be issued. Consideration should be given to the following five areas when additional review is required:
   a. Noise sensitive related issues
   b. High concentrations of people
   c. Tall structures
   d. Visual obstructions
   e. Wildlife and bird attractants
Table 3: Airport Land Use Table

<table>
<thead>
<tr>
<th>Land Uses</th>
<th>Zone A</th>
<th>Zone B</th>
<th>Zone C</th>
<th>Zone D</th>
<th>Zone E</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Residential Activities</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detached Single Family Dwelling (i.e. farm dwelling, detached single family house, manufactured/modular/mobile homes if converted to real property and taxed)</td>
<td>NC</td>
<td>AR</td>
<td>NC</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>Two Family Uses (i.e. two principal dwelling units within one building on the same parcel)</td>
<td>NC</td>
<td>AR</td>
<td>NC</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>Multi-Family Uses (i.e. three or more principal dwelling units within a single building on the same parcel, apartments such as condominium, elder, assisted living, townhouse-style)</td>
<td>NC</td>
<td>NC</td>
<td>NC</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>Group Living Uses (i.e. assisted living, group care facilities, nursing and convalescent homes, independent group living)</td>
<td>NC</td>
<td>NC</td>
<td>NC</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>Manufactured Housing Parks</td>
<td>NC</td>
<td>NC</td>
<td>NC</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td><strong>Commercial Activities</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Office (i.e. professional office, financial business, government offices)</td>
<td>NC</td>
<td>AR</td>
<td>AR</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>Sales-Oriented (i.e. appliances, convenience stores, bakeries, electronics, furniture, garden supplies, gas stations, groceries, hardware, malls, strip malls, videos)</td>
<td>NC</td>
<td>AR</td>
<td>AR</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>Personal Service-Oriented (i.e. retail service-banking establishments, laundromats/dry cleaning, quick printing services, beauty/tanning salons, funeral homes)</td>
<td>NC</td>
<td>AR</td>
<td>AR</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>Repair-Oriented (i.e. consumer goods-electronics, office equipment, appliances)</td>
<td>NC</td>
<td>AR</td>
<td>AR</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>Hospitality-Oriented (hotels, motels, convention centers, meeting halls, event facilities)</td>
<td>NC</td>
<td>NC</td>
<td>NC</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>Outdoor Storage and Display-Oriented (i.e. outdoor storage-lumber yards, vehicles sales, landscape material and nursery product sales, farm supply and equipment sales)</td>
<td>NC</td>
<td>AR</td>
<td>AR</td>
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</tbody>
</table>

C = Compatible  AR = Additional Review Required  NC = Not Compatible
<table>
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<tr>
<th>Land Uses</th>
<th>Zone A</th>
<th>Zone B</th>
<th>Zone C</th>
<th>Zone D</th>
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<tr>
<td><strong>Industrial/Manufacturing Activities</strong></td>
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<tr>
<td>Industrial Service Uses (i.e. machine shops, tool repair,</td>
<td>NC</td>
<td>AR</td>
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<td>towing and vehicle storage, building supply yards, heating/</td>
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<td>plumbing/electrical contractors, exterminators, janitorial</td>
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<td>services, fuel oil distributors, solid fuel yards)</td>
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<tr>
<td>General Manufacturing (i.e. manufacturing, compounding,</td>
<td>NC</td>
<td>AR</td>
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<td>assembling or treatment of most articles, materials, or</td>
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<td>merchandise)</td>
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<tr>
<td>Heavy Manufacturing (i.e. concrete and asphalt plants, meat</td>
<td>NC</td>
<td>NC</td>
<td>NC</td>
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<td>packing plants, wet corn milling, manufacturing of animal</td>
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<td>feed, paper/paperboard mills, ethanol plants)</td>
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<td>Mining and Extraction Uses</td>
<td>NC</td>
<td>NC</td>
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<tr>
<td>Salvage Operations (i.e. firms that collect, store, and</td>
<td>NC</td>
<td>NC</td>
<td>AR</td>
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<td>dismantle damaged or discarded vehicles, machinery,</td>
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<td>appliances, and building material)</td>
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<td>Warehouse and Freight Uses (i.e. major wholesale distribution</td>
<td>NC</td>
<td>AR</td>
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<td>centers, general freight storage, railroad switching yards,</td>
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<td>bus/rail car storage lots, parcel service, grain terminals)</td>
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<td>Waste-Related Uses (i.e. recycling centers, sanitary</td>
<td>NC</td>
<td>NC</td>
<td>NC</td>
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<td>landfills, waste transfer stations, composting, energy</td>
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<td>recovery plants, sanitary and water treatment facilities,</td>
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<td>sanitary collection/pumping facilities, hazardous waste</td>
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<td>collection sites)</td>
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<td>Warehouse and Freight Uses (i.e. major wholesale distribution</td>
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<td>bus/rail car storage lots, parcel service, grain terminals)</td>
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<td>Wholesale Sales Uses (i.e. sale, lease, or rental of products</td>
<td>NC</td>
<td>AR</td>
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<td>to retailers for industrial, institutional, or commercial</td>
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<td>business users)</td>
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<td><strong>Institutional Activities</strong></td>
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<td>Basic Utility Uses (i.e. utility substation facilities,</td>
<td>NC</td>
<td>AR</td>
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<td>electrical substations, water and sewer lift stations,</td>
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<td>water towers)</td>
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<td>College and Universities (i.e. public or private colleges</td>
<td>NC</td>
<td>NC</td>
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<td>and universities, technical colleges, seminaries)</td>
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<td>General Community Service (i.e. libraries, museums,</td>
<td>NC</td>
<td>AR</td>
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<td>transit centers, park and ride facilities, senior/community/</td>
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<td>neighborhood centers, community service centers, police and</td>
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<td>fire stations)</td>
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<tr>
<td>Daycare Uses (i.e. childcare centers, adult daycare,</td>
<td>NC</td>
<td>NC</td>
<td>NC</td>
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<td>preschools, after school programs)</td>
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<td>Land Uses</td>
<td>Zone A</td>
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<td>Detention Facilities (i.e. prisons, jails, probation centers, juvenile detention homes, halfway houses)</td>
<td>NC</td>
<td>NC</td>
<td>NC</td>
<td>C</td>
<td>C</td>
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<tr>
<td>General Educational Facilities (i.e. public and private elementary, middle, junior, and senior high schools including religious, boarding, military schools,)</td>
<td>NC</td>
<td>NC</td>
<td>NC</td>
<td>C</td>
<td>C</td>
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<tr>
<td>Specialized Education Facilities (i.e. specialized trade, business, or commercial courses, nondegree-granting schools)</td>
<td>NC</td>
<td>NC</td>
<td>NC</td>
<td>C</td>
<td>C</td>
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<tr>
<td>Hospitals (i.e. hospitals, medical centers)</td>
<td>NC</td>
<td>NC</td>
<td>NC</td>
<td>C</td>
<td>C</td>
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<tr>
<td>Religious Assembly Uses (i.e. churches, temples, synagogues, mosques, Masonic, eagles, moose, or elk lodges)</td>
<td>NC</td>
<td>NC</td>
<td>AR</td>
<td>C</td>
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<tr>
<td><strong>Infrastructure Activities</strong></td>
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<tr>
<td>Communication Transmission Facility Uses (i.e. broadcast, wireless, point to point, emergency towers and antennae)</td>
<td>NC</td>
<td>NC</td>
<td>NC</td>
<td>AR</td>
<td>AR</td>
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<tr>
<td>Parking Uses (i.e. ground lots, parking structures)</td>
<td>AR</td>
<td>C</td>
<td>AR</td>
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<tr>
<td>Transportation Uses (i.e. highways, interstates, local and county roads)</td>
<td>AR</td>
<td>C</td>
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<tr>
<td>Utility Uses (i.e. solar power generation equipment, wind generators, wind farms)</td>
<td>NC</td>
<td>NC</td>
<td>NC</td>
<td>AR</td>
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<tr>
<td><strong>Agricultural Activities</strong></td>
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<tr>
<td>Plant-related (i.e. crop farming, vegetable, fruit, and tree, wholesale plant nurseries)</td>
<td>AR</td>
<td>C</td>
<td>AR</td>
<td>C</td>
<td>C</td>
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<tr>
<td>Animal-related (i.e. livestock operations, dairy farms, horse farms)</td>
<td>AR</td>
<td>C</td>
<td>AR</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>Resident-related (i.e. single-family home, mobile home if converted to real property and taxed)</td>
<td>NC</td>
<td>AR</td>
<td>NC</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>Facility-related (i.e. fuel bulkstorage/pumping facility, grain elevator, livestock/seed/grain sales)</td>
<td>NC</td>
<td>AR</td>
<td>NC</td>
<td>C</td>
<td>C</td>
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<tr>
<td><strong>Water Bodies</strong></td>
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<tr>
<td>Man-made resources (i.e. mining and extraction, standing bodies of water, wetlands)</td>
<td>NC</td>
<td>AR</td>
<td>AR</td>
<td>C</td>
<td>C</td>
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<tr>
<td><strong>Parks and Recreation Activities</strong></td>
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<tr>
<td>Outdoor Amusement (i.e. theme parks, fairgrounds, racetracks, sports arenas)</td>
<td>NC</td>
<td>NC</td>
<td>NC</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>Indoor (i.e. physical fitness centers, health clubs, bowling alleys, skating rinks, billiard halls, arcades, indoor theaters)</td>
<td>NC</td>
<td>AR</td>
<td>NC</td>
<td>C</td>
<td>C</td>
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<tr>
<td>Golf (i.e. golf driving ranges, outdoor miniature golf, 9+ hole courses)</td>
<td>NC</td>
<td>AR</td>
<td>NC</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>Parks (i.e. aquatic, mini, private, sports, neighborhood, school, community)</td>
<td>NC</td>
<td>AR</td>
<td>NC</td>
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</table>
Sec. 104-13. - Ordinance Administration.

A. As stated in Section 329.13, Iowa Code, all airport zoning regulations adopted under this ordinance shall provide for the administration and enforcement of such regulations by an administrative agency. For purposes of the Marion Municipal Airport Land Use and Height Overlay Zoning, the administration will be enforced by the Airport Zoning Administrator with consultation and cooperation from Linn County Planning and Development. However, in no case, shall such administrative agency be or include any member of the Airport Board of Adjustment. The duties of any administrative agency designated pursuant to the Iowa Code or this ordinance shall not include any of the powers herein delegated to the Airport Board of Adjustment. The Zoning Administrator for the City of Marion shall be recognized as the official Airport Zoning Administrator since the operation of the Marion Municipal Airport falls within the jurisdiction of the City. If needed, Linn County Planning and Development may be called upon from time to time to consult with and/or confer with the Airport Zoning Administrator about the Marion Municipal Airport Land Use and Height Overlay Zoning regulations.

B. Applications for permits and variances shall be made to the Airport Zoning Administrator or their designees upon forms furnished by the City of Marion. Applications for permits outside the corporate limit of the City of Marion but within the Airport Overlay Zone shall be made in accordance with the 28E Agreement adopted between the City of Marion and Linn County, or as thereafter amended. Applications for action by the Airport Board of Adjustment shall be forthwith transmitted by the Airport Zoning Administrator should an applicant request review. Permit applications shall be either granted or denied by the Airport Zoning Administrator according to the regulations prescribed herein.

C. Airport Overlay Zoning Permits.
   1) It shall be the duty of the applicant to provide the Airport Zoning Administrator or their designees with sufficient information to evaluate the proposed action.
   2) The Airport Zoning Administrator or their designees shall evaluate the proposal in accordance with Sec. 104-12, based upon information provided by the applicant. The Airport Zoning Administrator or their designees shall approve the permit if after evaluation, the proposed project is found to be compatible. Should the proposed project be found to be incompatible after review, the Airport Zoning Administrator or their designees shall deny the permit. Should the permit be denied, the applicant shall have the right to request a variance or an appeal as prescribed in this ordinance.

D. Hazard Markings and Lighting
   1) Lighting and marking requirements will be determined through an FAA 7460-1 airspace analysis. The owner of any structure, object, natural vegetation, or terrain shall be required to install, operate, and maintain such markers, lights, and other aids to navigation necessary to indicate to the aircraft operators in the vicinity of an airport the presence of an airport hazard. Hazard markers and lights shall be installed, operated, and maintained at the expense of the property owner; unless other contractual arrangements have been made and approved by the Marion Municipal Airport Committee.

E. Height Limitations
   1) No structure, object, natural vegetation, or terrain shall be erected, altered, allowed to grow or be maintained within any Airport Overlay Zone established by this ordinance to a height in excess of the applicable height limitations set forth in this ordinance. The permitted height shall not exceed the difference between the grade elevation and the height limitation numbers illustrated on the Marion Municipal Airport Land Use and Height Overlay Map within the various airport overlay districts encompassed by this ordinance.
2) An FAA 7460-1 airspace review shall provide a portion of the information necessary to evaluate height impacts. However, it shall not be the sole source of review. In order to carry out the provisions of this chapter, there shall be created and established certain airport overlay zones which are depicted on the Marion Municipal Airport Land Use and Height Overlay Zoning Map. A parcel located in more than one Airport Overlay Zone shall be considered to be in the Airport Overlay Zone with the more restrictive height and use limitations. The various Airport Overlay Zones shall be established and defined as detailed in Table 2 above.

F. Airport Board of Adjustment

1) Any person, property owner, or taxpayer impacted by any decision of this ordinance, may appeal to the Airport Board of Adjustment. According to Section 329.12, Code of Iowa, the governing body of any municipality seeking to exercise powers under Chapter 329, shall by ordinance provide for the appointment of an Airport Board of Adjustment, as provided in section 414.7 for a city, or as provided in section 335.10 for a county. The Airport Board of Adjustment has the same powers and duties, and its procedure and appeals are subject to the same provisions as established in sections 414.9 to 414.19 for a city, or sections 335.12 to 335.21 for a county.

a. The Airport Board of Adjustment shall consist of two (2) members each from the City of Marion and Linn County, selected by the governing body thereof, and one (1) additional member to be selected by the Marion Municipal Airport Committee.

b. The five (5) appointed members will select a chairperson amongst themselves. Airport Board of Adjustment members may be removed for cause by the appointing authorities (either City of Marion or Linn County) upon written charges and after a public hearing.

c. Vacancies shall be filled for the unexpired term of any member whose office becomes vacant in the same manner in which said member was selected. The terms of the Airport Board of Adjustment members shall be for five (5) years, except when the Board is first created, one (1) of the members appointed by each participating governmental jurisdiction shall be appointed for a term of two years and one (1) for a term of four years.

d. The concurring vote of a majority of the Airport Board of Adjustment shall be necessary to reverse any order, requirement, decision or determination of any administrative official or to decide in favor of the applicant on any matter upon which it is required to pass under any regulations adopted pursuant to this chapter or to effect any variance therefrom.

G. Variances

1) In accordance with Section 329.11, Code of Iowa, any person desiring to erect, alter, or increase the height of any structure, object, or to permit the growth of any natural vegetation, or otherwise use the person's property in violation of Marion Municipal Airport Land Use and Height Overlay Zoning adopted under this ordinance, may apply to the Airport Board of Adjustment for a variance from such zoning regulations. Such variances shall be allowed where a literal application or enforcement of the regulations would result in an unnecessary hardship and the relief granted would not be contrary to the public interest, but would do substantial justice and be in accordance with the spirit of the regulations and this chapter; provided, however, that any such variance may be allowed subject to any reasonable conditions that the Airport Board of Adjustment may deem necessary to effectuate
H. Judicial Review
   1) Any person or persons, jointly or severally, aggrieved, or any taxpayer, affected, by any decision of the Airport Board of Adjustment, may appeal to the Court of Record as provided in Iowa Code § 414.15.

I. Penalty
   1) In accordance with the adopted 28E Agreement for Marion Municipal Airport Land Use and Height Overlay Zoning Administration, any person, firm, corporation, or agent in charge of such building or land who violates, disobeys, omits, neglects or refuses to comply with, or resists the enforcement any of the provisions of this ordinance or any amendment thereof; or who shall build or alter any building in violation of this ordinance with the exception of those provisions specifically provided under State law as a felony, an aggravated misdemeanor, or a serious misdemeanor; or a simple misdemeanor under Chapters 687 through 747 of the Code of Iowa, is a municipal infraction and punishable by civil penalty as provided herein (Code of Iowa, Sec. 331.307[3]). Each day that a violation continues to exist constitutes a separate violation.

   2) In accordance with the adopted 28E Agreement for Marion Municipal Airport Land Use and Height Overlay Zoning Administration, a municipal infraction for an airport zoning violation under this Chapter is punishable under the following civil penalties: (Code of Iowa, Sec. 331.307[1])
Exhibit A to Chapter 104, Unified Development Code

Airport Land Use and Height Overlay Zoning Map

Marion Airport Height Overlay Map
- Primary Surface
- Zone A: RPZ
- Zone B: Approach (34:1)
- Zone C: Transitional Surface (7:1)
- Zone D: Horizontal Surface (150 ft)
- Zone E: Conical Surface (20:1)
Marion Municipal Airport Land Use and Height Overlay Ordinance 28E Agreement

THIS AGREEMENT is made and entered into by and between THE CITY OF MARION, IOWA, hereinafter referred to as “City” and LINN COUNTY, IOWA, hereinafter referred to as “County.” The AGREEMENT applies to land located in Linn County but outside the corporate limits of the City of Marion and within the Airport Land Use and Height Overlay Zone, hereinafter referred to as the “area of jurisdiction.”

ARTICLE I

PURPOSE

The purpose of this Agreement is to establish the joint jurisdictional review procedures related to proposed buildings and uses located within the area of jurisdiction.

ARTICLE II

DURATION

This Agreement shall commence on the date this agreement is filed with the Secretary of State and shall continue thereafter until it is terminated.

ARTICLE III

ROLES

The City shall act as administrator of this agreement for purposes of Iowa Code Section 28E.6(1)(a).

The County, specifically the Linn County Planning and Development Department shall act as the Building Official and Zoning Administrator for land located within the area of jurisdiction.

The City of Marion Community Development Department shall determine conformance to the Marion Municipal Airport Land Use and Height Overlay Zoning Ordinance for any application for Building, Zoning and/or Agricultural Exemption within the area of jurisdiction.

ARTICLE IV

RIGHTS AND DUTIES OF THE PARTIES

Applications for Building, Zoning and/or Agricultural Exemption within the area of jurisdiction shall be submitted to the office of Linn County Planning and Development for review and issuance, in accordance with adopted ordinances.
In the event an application request includes the following, said application shall be sent to City of Marion Community Development Department for review for conformance to the Marion Municipal Airport Land Use and Height Overlay Zone Ordinance:

- Application includes a change in zoning or establishment of a new, temporary and/or conditional use, or application for modification of an approved conditional use.

- Application includes a permit for a new structure or expansion (including increased height) to an existing structure in Zone A, B or C.

- Application includes a permit for a new structure or expansion (including increased height) to an existing structure in Zone D or E that exceeds 100 feet in height.

- Application for agricultural exemption established under Iowa Code 335.2 or 331.304.3.b

An application submitted to Linn County and determined to be complete shall be forwarded to the Marion Community Development Department for review. City Staff shall review the application and determine whether the request is in conformance with the Overlay Zone. It is anticipated that both City and County Staff will deliberate as needed in order to perform the review of applications. If the City determines the application is in conformance with the Overlay Zone, Linn County shall issue the permit or exemption. If the City determines the application is in violation of the Overlay Zone, City staff will confer with Linn County Planning staff as to the reasons and City/Linn County staff will set a time to meet with the applicant jointly to discuss the reasons for the determination. The applicant will have an opportunity to amend the application to bring it into conformance. Otherwise, the County shall deny the application. In the event an application is denied, the applicant will be provided the opportunity to seek a variance; however, it should be noted a use variance would not be allowed to be heard.

The City of Marion/Linn County would be responsible to establish and provide for the administration of the Airport Zoning Board of Adjustment consistent with the Airport Overlay Zone. Membership shall be consistent with the Airport Overlay Ordinance; once formed the Board shall adopt bylaws and deliberate consistent with the Airport Overlay Ordinance.

Applications submitted to the City of Marion shall be reviewed and City staff shall provide a written determination to the County within five business days of receipt of the application. Applications may be transmitted via email as a PDF document or in a different format if agreed upon by both parties. It is recognized that both the City and Linn County may charge a fee for reviews subject to this Agreement; said fee would need to be established by resolution for each jurisdiction proposing to enact such a fee.

Amendments to the Airport Overlay Ordinance in either jurisdiction may occur from time to time. In the event either jurisdiction proposes to amend the Airport Overlay Zoning Ordinance,
notice shall be given to the other jurisdiction at least 14 days in advance, including the opportunity for a meeting to discuss the proposed amendment and potential impacts.

**ARTICLE V**

**FINANCING**

The parties shall each cover any expenses incurred and shall be entitled to any fees collected in the discharge of their respective duties outlined above.

**ARTICLE VI**

**INSURANCE AND INDEMNIFICATION**

To the extent permitted by law, each party will indemnify and hold harmless the other party from and against any and all losses, costs, damages, claims, and expenses, including reasonable attorney’s fees and expenses, occasioned by or arising from the negligence or willful misconduct of itself and its agents, representatives, administrators, officers, and/or employees. Each party shall be responsible for the action or failure to take action by itself and its agents, representatives, administrators, officers, and/or employees. Neither party shall insure the actions of the other party.

**ARTICLE VII**

**TERMINATION**

This agreement may be terminated by either party, upon thirty (30) days written notice.

**ARTICLE VII**

**GOOD FAITH**

The City, the County, their agents, officers, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the County and the City, or their designees.

**ARTICLE VIII**

**MODIFICATION**

This Agreement shall not be modified except by written agreement signed by both parties.

**ARTICLE IX**

**ENTIRE AGREEMENT**
This Agreement is the entire agreement and constitutes the full understanding of the parties, and no terms, conditions, understandings, or agreements purporting to modify or vary the terms of this Agreement shall be binding unless made in writing and signed by both parties.

Further, this agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

ARTICLE X

NOTICES

Any written notices as required in this Agreement shall be sent to the addresses of the respective parties as set out in this Agreement.

Notices for the County shall be delivered to:

Linn County Planning & Development
935 2nd St. SW
Cedar Rapids, IA 52404

Notices for the City shall be delivered to:

City of Marion
1225 6th Ave
Marion, IA 52302

ARTICLE XI

ADDITIONAL PROVISIONS RELATING TO IOWA CODE SECTION 28E.6

In accordance with Iowa Code Section 28E.6, the City and the County further state:

A. This Agreement does not establish a separate legal entity to conduct the joint or cooperative undertaking of the County and the City for this project. As stated in Article III above, the City shall act as administrator for purposes of Iowa Code Section 28E.6(1)(a).

B. No real or personal property shall be jointly acquired, held, or disposed of in the execution of this agreement. Each party shall acquire, hold, and dispose of real property as otherwise provided in this agreement.

C. Pursuant to Iowa Code Section 28E.8, the City shall file this Agreement with the Iowa Secretary of State in an electronic format and in a manner specified by the Secretary of State.
ARTICLE XI

THIRD-PARTY BENEFICIARIES

This Agreement is by and between the parties only. There are no third-party beneficiaries to this Agreement.

ARTICLE XII

EXECUTION

This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original, and which together shall constitute one and the same instrument. In addition, the parties agree that this Agreement may be executed by electronic, pdf or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

IN WITNESS THEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

THE CITY OF MARION by:

__________________________________________________________________________  ______________
Nicolas AbouAssaly, Mayor                                                 Date

ATTEST:

I, Rachel Bolender, City Clerk of the City of Marion, Iowa hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings the above was adopted.

__________________________________________________________________________
Rachel Bolender, City Clerk

BOARD OF SUPERVISORS

LINN COUNTY by:
Ben Rogers, Chair

Brent Oleson, Vice-Chair

Stacey Walker, Supervisor

________________________________________  Date

ATTEST:

I, Joel Miller, Auditor, Linn County, Iowa hereby certify that at a meeting of the Board of Supervisors of said County, held on the above date, among other proceedings the above was adopted.

________________________________________

Linn County Auditor
LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _______________________

APPROVING A FINAL PLAT

WHEREAS, a final plat of ROLLING ACRES GREENS FIRST ADDITION (Case #JF20-0001) to Linn County, Iowa, containing five (5) lots, numbered Lots 1, 2, 3, 4 and lettered Lot A has been filed for approval, a subdivision of real estate located in the NE NW of Section 5, Township 85 North, Range 5 West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the N 1/4 Corner of said Section 5; thence N89°52'52"E along the north line of said NE FRL 1/4, 515.56 feet; thence S00°33'04"W, 1790.88 feet; thence S87°12'57"W, 870.57 feet to the centerline of Rolling Acres Road; thence N21°03'05"W along said centerline, 281.91 feet; thence N19°36'05"W along said centerline, 1389.90 feet; thence NW-WY along said centerline on an arc of 169.75 feet of a 282.00-foot radius curve to the left, having a chord length of 167.20 feet, bearing N32°00'14'35"W; thence N44°53'05"W, along said centerline 181.48 feet; thence S89°31'46"E along the north line of said NW FRI-1/4, 1158.43 feet to the Point of Beginning, containing 50.99 acres which includes 1.85 acres of road right of way.

WHEREAS, said plat is accompanied by a certificate acknowledging that said subdivision is by, and with the free consent of the proprietors, and is accompanied by a certificate dedicating certain property to the public, as shown on the plat; and

WHEREAS, said plat and its attachments thereto have been found to conform to the requirements of the comprehensive plan and the subdivision ordinance; and the requirements of other ordinances and state laws governing such plats; and

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of JANUARY 15, 2020 as last amended on FEBRUARY 17, 2020 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT, 892-6400
1. Entrance permit required for new entrances and existing unpermitted entrances, County Standard Specifications 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. Two shared entrances are allowed. One shared entrance shall be located between Lot 1 and Lot 2. The second shared entrance shall be located between Lot 3 and Lot 4. No other entrances are allowed.
2. Dedication of road rights-of-way, County Standard Specifications, Section 5. Forty feet of right-of-way on Rolling Acres Road adjacent to development shall be dedicated to the County for road purposes.
3. Road agreement with conditions similar to final plat cases. County Standard Specifications, Section 1.
4. E-911 address signs are required at the time entrance permits are applied for at the Secondary Road Department.

IOWA DEPARTMENT OF TRANSPORTATION
1. Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT
No conditions to be met.
NATURAL RESOURCES CONSERVATION SERVICE
1. Show approximate location of natural drainage ways and a note restricting building within the natural drainage way should be shown on the final plat. Contact the NRCS office for widths and building restriction requirements.
2. 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.
3. Applicant shall complete and submit a Land Disturbing Affidavit to the Linn Soil and Water Conservation District as required by Iowa Code.
4. No onsite fill to be allowed onto proposed lots for any purpose including but not limited to altering lot grades or elevations.
5. No additional subsurface drainage installation or open ditch construction that would outlet directly into existing surface ditches.
6. A vegetative management plan consisting of a native grass and forb matrix shall be submitted and approved for the area identified as the “normal area of flooding” within the proposed stormwater management easement area as identified on Lots 1 and 4.
7. An Acknowledgement of Responsibility shall be recorded with the bound documents indicating that the following conditions will be met prior to construction/issuance of a building permit on any of the lots:
   a. A plan for maximum hard surface area including proposed lot grades will be developed and approved for each lot prior to construction and/or commencement of any earth disturbing activities.
   b. Stormwater management plan to be developed and approved for each lot prior to construction and/or commencement of any earth disturbing activities. Plan shall include infiltration of the water quality volume as described in the Iowa Stormwater Management Manual.
   c. A stormwater pollution prevention plan will be developed and approved prior to construction and/or commencement of any earth disturbing activities.

LINN COUNTY CONSERVATION DEPARTMENT
No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT
No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT - ZONING DIVISION
1. Accessory structures located on the proposed lots shall be used for personal storage or agriculture, and shall not be used for any unapproved commercial use(s).
2. Various revisions to the site plan and final plat.
3. Prior to approval of the final plat, 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 stated in the staff report.
4. This plat lies within the 2-mile jurisdiction of the City of Center Point. As per Chapter 354 of the Code of Iowa, a certified resolution by any municipality that has authority to review the plat to either approve the plat or waive its right to review must be provided.
5. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
6. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor’s office prior to approval of the final plat.
7. One original and 3 complete copies of the final plat bound documents that must include the following:
   i. Owner’s certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
   ii. Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
   iii. Surveyor’s certificate
   iv. Auditor’s certificate
   v. Resolution of the Planning and Zoning Commission
   vi. Resolution of the Board of Supervisors
   vii. Resolution of approval or waiver of review by applicable municipalities
   viii. Treasurer’s certificate
   ix. Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the UDC.
   x. Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
   xi. Three (3) copies of the surveyor’s drawing
   xii. A covenant for a secondary road assessment district

8. The final plat bound documents must be approved by the Linn County Board of Supervisors on or before FEBRUARY 17, 2021 as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f) of the UDC.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat is hereby approved. The Board of Supervisors and County Engineer are hereby authorized to enter approval upon the final plat resolution. The Board of Supervisors’ Chairperson is also hereby authorized to sign said plat which executes an acceptance of dedication of property to the public, as shown on said plat.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded May 13th, 2021 to be valid.

Passed and approved this 13th day of May, 2020
Linn County Board of Supervisors

Resolution #

May 13th, 2020
JF20-0001
Page 4 of 5

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Engineer

Brad Ketels
Brad Ketels, Engineer

State of Iowa ) SS
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:

___ Aye ___ Nay ___ Abstain ___ Absent

________________________________________

Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, ________________________.

on this _____ day of _________________________, 2020.

________________________________________

Notary Public State of Iowa