Linn County Board of Supervisors  
Meeting Agenda  
Monday, August 31, 2020  
11 a.m.  
Formal Board Room—Jean Oxley Public Service Center  
935 2nd St. SW, Cedar Rapids, IA  

Call to Order  

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

Minutes  
Discuss and decide on meeting minutes.  

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

Discuss and decide on a contract between Hawkeye Area Community Action Program, Inc. (HACAP) and Linn County Provision of Services for Derecho Storm Case Management for a term not to exceed beyond 180 days from the disaster proclamation on August 11, 2020.  

Discuss and decide on a proposed disclaimer to waive any interest Linn County may have in previously vacated roadways, legally described as: Lots 3, 4 and 5, Block 4 and all of Block 5; and all that part of vacated McCrellis Street lying between Lots 4 and 5, Block 4 and Lots 1 and 8, Block 5; and all the North ½ of all that part of the vacated alley lying between Lots 2 and 3 and 5 and 8, and the vacated North South alley lying between Lot 5 and Lots 3 and 4, Block 4; all in Paris, Linn County, Iowa.  

Discuss agreement with Reynolds Urban Design for Dows Farm Phase 3 Master Planning Implementation Services  

Public Hearing & First Consideration on an ordinance amending the Code of Ordinances, Linn County, Iowa, by amending provisions in Chapter 107, Unified Development Code.  

Discuss Legacy and Community Attraction grant applications.  

Discuss economic development support for the Marion Public Library.  

Approve and authorize Chair to sign, retroactive to August 27, 2020, a Notice of Termination of Farm Tenancy to Robert Carson and Cynthia Carson of Carson Farms, LLC, and to Gregory Carson of Picket Fence Family Farms, LLC.  

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

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

Claims  
Discuss and decide on claims.
Correspondence

Appointments

Closed Session

The Board will enter into a closed session to discuss pending litigation, pursuant to Code of Iowa 21.5(1)(c).

Adjournment

To adhere to social distancing requirements, Linn County employees and the public may participate in this meeting as follows:
   1) Conference call—telephone number 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.
Contract for Provision of Services  
Derecho Storm Case Management  
Hawkeye Area Community Action Program, Inc.  
and  
Linn County

I. Identification of Parties:

Administrative Agent:  
Hawkeye Area Community Action Program, Inc. (HACAP)  
1515 Hawkeye Drive  
PO Box 490  
Hiawatha, Iowa 52233

Contractor:  
Linn County  
Jean Oxley Linn County  
Public Service Center  
935 2nd Street SW  
Cedar Rapids, IA 52404

II. Terms of Agreement
The Administrative Agent will pay the Contractor for Case Management services associated with the August 10, 2020 Derecho storm event in Linn County. Case Management services will not extend beyond 180 days from the disaster proclamation by Governor Kim Reynolds (August 11, 2020).

The Contractor will bill the Administrative Agent for “working hours”. Working hours include salary for actual hours worked, benefits, administrative/indirect cost. Duties are exclusive to Case Management related to the August 10 Derecho storm event. Hours for sick pay, vacation, and holiday pay are not included for reimbursement.

The Contractor will submit bi-weekly reimbursement request to the Administrative Agent which will include a copy of the timesheet for each individual indicating when Case Management Services were provided for the time period.

Also included in the billing should be a letter that includes the name of personnel providing Disaster Case Management services, total hours worked for the period, and mileage expense (reimbursed at 39 cents per mile).

The Contractor will retain all actual cost records for review by auditors, if requested.

The Administrative Agent will reimburse the Contractor within 14 business days upon receiving an invoice.

The Administrative Agent will hold all client and contract files.

The Administrative Agent and Contractor shall attempt to resolve any dispute arising out of or relating to this contract through negotiations between senior executives of the parties, who have authority to settle the same. If the matter is not resolved by negotiation a full disclosure in writing will be provided to the Administrative Agents Board of Directors. If dispute remains unresolved, the parties may seek resolution in Linn County District Court.
Additional Terms:

- The Administrative Agent and the Contractor agree to hold each other harmless for any damage suits that arise in connection with the operation and activities described herein for injury or other losses to any person or organization.

- Notwithstanding, Contractor will only to extent permitted by the Iowa Constitution and laws of the State of Iowa, indemnify, defend, and hold harmless Administrative Agent for actions which arise out of or are in any way direct results of the County’s negligence, except for and to the extent that such damages or injuries have been established by a court of competent jurisdiction to have directly resulted from Administrative Agent’s negligence in performing its duties and obligations pursuant to this Agreement.

- This agreement constitutes the entire agreement between the parties for Disaster Case Management, and shall be binding upon true successors and assignees of the parties to this agreement.

- This agreement shall be construed and enforced in accordance with the laws of the State of Iowa and federal regulations.

- The parties acknowledge and agree that if any paragraph, provision, or term of this agreement is deemed illegal or void by any court or any other appropriate authority, the remaining provisions of this agreement shall remain in full force and effect.

- The parties acknowledge and agree that they have carefully read and have had an opportunity to review with legal counsel all the provision of this agreement, that they completely understand the terms and conditions as set forth in the agreement, and that they have voluntarily executed this agreement of their own free will, act, and deed. This contract and the documents incorporated by reference constitute the sole agreement between the parties for Disaster Case Management related personal financial services. Any prior agreements between the parties relating to the operation of these activities are made null and void by this contract. Administrative Agent understands that Contractor is self-insured. A certificate of self-insurance will be provided to the Administrative Agent by the Contractor upon request.

Termination of Contract:
This contract is subject to the availability of funding for the activities described herein. Either party may terminate this contract for cause by providing the other party within thirty (30) days written notice, sent to their legal address shown above. The financial liability for the Administrative Agent to the Contractor, in the event of early termination, is limited to (a) the actual cost of scheduled contracted services proved up to the date of notice (b) the actual cost of contracted services provided during the 30 day notice period which are agreed upon as operationally essential. Other than these stated financial liabilities, the Administrative Agent is not liable for any damages which may result from early termination of this contract.

Amendments To Contract:
Amendments to this contract must be made in writing and signed by both parties.

For Administrative Agent

__________________________
Hawkeye Area Community Action Program, Inc.
Chief Executive Officer

For Contractor

__________________________
Linn County
Authorized Representative
DISCLAIMER

County of Linn, Iowa, hereby disclaims any and all right, title and interest of any kind and nature in and to the real estate legally described as:

Lots 3, 4 and 5, Block 4 and all of Block 5; and all that part of vacated McCrellis Street lying between Lots 4 and 5, Block 4 and Lots 1 and 8, Block 5; and all the North ½ of all that part of the vacated alley lying between Lots 2 and 3 and 5 and 8, and the vacated North South alley lying between Lot 5 and Lots 3 and 4, Block 4; all in Paris, Linn County, Iowa

Dated: ________________ __, 2020

____________________________________
County of Linn, Iowa
By: __________________________________
Its: ________________________________

STATE OF IOWA )

) SS:
COUNTY OF LINN )

On this ____ day of __________, 2020, before me, the undersigned, a Notary Public in and for said state, personally appeared ______________ to me personally known, who being by me duly sworn, did say that s/he is the _______________ of the __________________ for the County of Linn, Iowa, that the instrument was signed on behalf of the County of Linn, Iowa and that __________________ acknowledged the execution to be the voluntary act and deed of the county, by it and by her/him voluntarily executed.

____________________________________
Notary Public in and for State of Iowa
AGREEMENT made as of the « » day of « August » in the year «2020 »
(In words, indicate day, month and year.)

BETWEEN the Architect’s client identified as the Owner: URBAN DESIGNER REFERRED TO IN THIS DOCUMENT AS ARCHITECT
(Name, legal status, address and other information)

«Linn County, Iowa »

and the Architect:
(Name, legal status, address and other information)

« Dennis Reynolds ASLA, Owner, »« »
« Reynolds Urban Design »
« 2021 Broadway Street»
« Marine On St Croix, MN  55047 »

for the following Project:
(Name, location and detailed description)

«Phase 3 – Master Planning Implementation Services including: Legal consultations for development agreement between the County and the selected Developer. Recommendations in response to Secondary Road Department memo, concerning design of street system including access locations, street sections and associated traffic controls. Consulting services to facilitate the selection of a developer and assist the County in managing implementation issues in regard to the Master Plan and Governing Plan.

The Owner and Architect agree as follows.

See attached Phase 3 – Master Planning Implementation Services, Linn County Economic Development Urban Renewal Area Scope of Work
ARTICLE 1  INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project’s site and program, Owner’s contractors and consultants, Architect’s consultants, Owner’s budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

« See attached Phase 2 – Master Planning Implementation Services, Linn County Economic Development Urban Renewal Area Scope of Work »

§ 1.2 The Owner’s anticipated dates for commencement of planning and design services and Substantial Completion of the Work are set forth below:

.1 Commencement of planning and design services date:

«July 1, 2020 »

.2 Substantial Completion date:

«June 30, 2021 »

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect’s services and the Architect’s compensation.
ARTICLE 2 ARCHITECT'S RESPONSIBILITIES
§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner’s knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect’s professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

«$1,000,000 (Personal umbrella policy) »

.2 Automobile Liability

«N/A »

.3 Workers’ Compensation

« N/A »

.4 Professional Liability

« N/A »

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES
§ 3.1 The Architect’s Basic Services consist of those described in Article 3. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect’s services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner’s consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner’s consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner’s approval a schedule for the performance of the Architect’s services. The schedule initially shall include anticipated dates for the commencement and Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner’s approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.
§ 3.1.4 The Architect shall not be responsible for an Owner’s directive or substitution made without the Architect’s approval.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services: See attached Phase 3 – Master Planning Implementation Services, Linn County Economic Development Urban Renewal Area Scope of Work

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner’s written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
2. Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
3. Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
4. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
5. Preparing digital data for transmission to the Owner’s consultants and contractors, or to other Owner authorized recipients;
6. Preparation for, and attendance at, a public presentation, meeting or hearing; other than noted in attached Concept Planning Services, Linn County Economic Development Urban Renewal Area Scope of Work
7. Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

§ 4.3.4 If the services covered by this Agreement have not been completed within «eleven» («11») months of the date of this Agreement, through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER’S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner’s other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project’s scope and quality.
§ 5.3 The Owner shall identify a representative authorized to act on the Owner’s behalf with respect to the Project. The Owner shall render decisions and approve the Architect’s submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect’s services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including invert and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect’s request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner’s consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect’s consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect’s services.

ARTICLE 7 COPYRIGHTS AND LICENSES
§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect’s Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect’s consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner’s consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect’s consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner’s use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner’s sole risk and without liability to the Architect and the Architect’s consultants.
ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to mediation as a condition precedent to binding dispute resolution upon mutual agreement. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect may endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following: The Owner and Architect agree the dispute will be resolved in the Iowa District Court in and for Linn County.

§ 8.3 ARBITRATION

§ 8.3.1 – 8.3.3 RESERVED

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration,
provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends or terminates the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days’ written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days’ written notice to the Architect for the Owner’s convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect’s services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect’s anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner’s rights to use the Architect’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement.
§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

« $35,000 including reimbursable expenses»

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«At billing rates to be determined and agreed to by both parties »

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

1. Transportation and authorized out-of-town travel and subsistence;
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
3. Fees paid for securing approval of authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, standard form documents;
5. Postage, handling and delivery;
6. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
7. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
8. Architect’s Consultant’s expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect’s consultants;
All taxes levied on professional services and on reimbursable expenses; Site office expenses; and Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus «zero» percent («0»%) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT’S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner’s continued use of the Architect’s Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid sixty («60») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

«4» % «four»

§ 11.10.3 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

«N/A»

.3 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

«Exhibit A» Phase 3 – Master Planning Implementation Services, Linn County Economic Development Urban Renewal Area Agreement »
This Agreement entered into as of the day and year first written above.

<table>
<thead>
<tr>
<th>OWNER</th>
<th>ARCHITECT</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Signature) «Linn County, Iowa » «Ben Rogers, Chair »</td>
<td>(Signature) «Dennis Reynolds » «Owner, Reynolds Urban Design »</td>
</tr>
<tr>
<td>(Printed name and title)</td>
<td>(Printed name and title)</td>
</tr>
</tbody>
</table>
Dows Farm Development Project
Exhibit A
Phase 3 – Master Planning Implementation Services
August 20, 2020

Consulting team
- Reynolds Urban Design: PROJECT MANAGEMENT, URBAN DESIGN
- ISG: TRANSPORTATION PLANNING
- Conveyance Law: DEVELOPMENT AGREEMENT CONSULTATIONS

Introduction
Phase 3 Master Planning Implementation Services will provide additional project management, urban design, transportation planning and legal consultations as the County implements the master plan with a selected developer. These services are based on the recommendations and knowledge accumulated through Phase 1 and 2 of the Master Planning process.

Specific Phase 3 Services

Project Management and Urban Design. Provide consulting services to help facilitate the selection of a developer and assist the County in managing implementations issues in regard to the Master Plan and Governing Plan.

Transportation Planning. Recommendations in response to Secondary Road Department memo, concerning design of street system including access locations, street sections and associated traffic controls.

Development Agreement Consultations. Provide legal consultations for a development agreement between Linn County and the selected developer so that development occurs in accordance with the approved governing plan documents while achieving the overall goals of the County. Additional legal services may include those associated with the farm operation and management as part of the development project.
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 31st day of August, 2020

Second consideration on the 2nd day of September, 2020

Third and final passage on the 9th day of September, 2020

Published in the Gazette on the ___________ of September, 2020
Linn County Auditor

Subscribed and sworn to me this ______ day of ____________, 2020.
ATTACHMENT A

Language that is added to the section will be displayed as underlined text and deleted language will be represented as strikethrough text.

ARTICLE IV, DEVELOPMENT REVIEW PROCESSES AND REQUIREMENTS
Sec. 107-66. - Introductory provisions.
(a) Purpose. The purpose of this article is to establish application requirements, review processes and standards for land use approvals and development permits in the county.
(b) Additional studies. In considering a development proposal, the board of supervisors may request a report by the zoning administrator or other county staff or consultant; additional information from the applicant; input from any affected public service facility provider or special service district; and input from contiguous, affected or potentially affected jurisdictions. If so required, the applicant shall bear the full cost of meeting this requirement.
(c) Notification requirements. Whenever in this article notification of a public meeting or public hearing by the planning and zoning commission, the board of adjustment or the board of supervisors is required, or an amendment to an adopted governing plan associated with a planned unit development overlay district is proposed, the following procedures shall be followed:
(1) Notification to applicant. The zoning administrator shall notify the applicant by mail of the time, place and date of the technical review committee meeting, public meeting and/or public hearing.
(2) Notice of meeting of public body. Notice of the time and place of the meeting of the public body holding the public hearing or public meeting shall be given not less than four nor more than 20 days before the time of the hearing in one publication in a newspaper of general circulation in the county. Notice shall also be mailed to the applicant.
(3) Notification to surrounding property owners. The zoning administrator shall notify owners of record of property within 500 feet of the property that is the subject of the application, by mail, of the time, place and date of the technical review committee meeting, public meeting and/or public hearing. Failure to notify shall not be deemed sufficient cause to invalidate proceedings regarding the land use approval or development permit under consideration.

Sec. 107-68. - Rezoning/map amendment.
(2) c. Major site plan. A major site plan conforming to the requirements of section 107-71(3) shall be prepared and submitted as part of any application for a request to rezoning, except those initiated by Linn County.

ARTICLE V, GENERAL REGULATIONS
Sec. 107-91. - General provisions.
(j) Planned unit development overlay district: conflict with other regulations. An approved planned unit development, and associated governing plan prevails over any conflicting regulations in this section.
ARTICLE VI, SPECIFIC DEVELOPMENT STANDARDS
Sec. 107-111. - Introductory provisions.
(a) Purpose. The purpose of this article is to provide standards that must be met for specified allowed land uses before issuance of any zoning permit. Table 107-147-1 lists permitted, conditional and accessory uses allowed in each zoning district. Table 107-147-1 also indicates when development standards in this article apply to listed uses. The section and subsection headings in this article conform to use categories and use types listed in Table 107-147-1.
(b) Applicability. The standards in this article apply to the uses listed below within the zoning districts in which they are allowed, whether the uses are permitted, conditional or accessory. The standards in this article shall apply in addition to the general criteria for conditional uses in section 107-73, and all other applicable regulations. Standards shall apply in all districts where the use is allowed.
(c) Exempted agricultural uses. It is not the intent of this article to control uses that qualify for the farm exemption contained in section 107-92.
(d) Planned unit development overlay district. Uses allowed in a planned unit development overlay district, as well as applicable standards, shall be established in an associated approved governing plan, which prevails over any conflicting regulations in this section.

ARTICLE VII, ZONING CLASSIFICATIONS, DENSITY, DIMENSIONAL STANDARDS AND ALLOWED USES
Sec. 107-131. - Districts and district boundaries.
(a) Reclassification. The zoning districts established under the prior zoning ordinance shall be reclassified as shown in the reclassification list associated with the official zoning map.
(b) Establishment of districts and overlay zones. In order to carry out the purpose and intent of this chapter, the unincorporated territory of the county is hereby divided into the following zoning districts and overlay zones:
   (1) AG Agricultural District.
   (2) RR2 Rural Residential Two-Acre District.
   (3) RR3 Rural Residential Three-Acre District.
   (4) RR1 Rural Residential One-Acre District.
   (5) VR and VM Rural Village Districts.
   (6) USR Urban Services Residential District.
   (7) USR-MF Urban Services Residential, Multi-Family District.
   (8) HC Highway Commercial District.
   (9) GC General Commercial District.
   (10) I Industrial District.
   (11) CNR Critical Natural Resources District.
   (12) REC Seasonal Cabin and Recreation Areas Overlay District.
   (13) FP Floodplain Overlay District.
   (14) EU-1 Exclusive Use, Sanitary Landfill District.
   (15) MH Mobile Home District.
   (16) PUD Planned Unit Development Overlay District.

Sec. 107-147. - Use table.
(a) Use table. Table 107-147-1, below, establishes the permitted, conditional and accessory uses allowed in each zoning district within the county, except that uses allowed in the PUD
Planned Unit Development Overlay district shall be established in an associated approved governing plan.

Sec. 107-148. – PUD Planned Unit Development Overlay District.  
(a) Purpose. The county has determined that establishing a planned unit development overlay district is appropriate in order to accommodate large, comprehensively planned projects that are likely to develop in phases over a relatively long period of time. This overlay district will allow for the development or redevelopment of land with a mix of uses in accordance with an approved governing plan. Elements contained within an approved governing plan shall prevail over any conflicting regulations in this chapter. This section establishes an overlay district that serves the following purposes:  
(1) To allow flexibility in design to encourage innovative development proposals with a mix of uses.  
(2) To encourage development that can be conveniently, efficiently, and economically served by existing local utilities and services.  
(3) To encourage the conservation of natural features, preservation of open space, and protection from natural hazards.  
(4) To provide compensating community benefits to offset impacts of the development.  
(5) To encourage energy-efficient development.  
(6) To encourage development that conforms to the goals, objectives, and strategies in the county’s comprehensive plan, and/or any approved fringe area plan (formerly known as city/county strategic growth plan) that pertains to the area in which the development is proposed.  
(b) Geographic location. The planned unit development overlay district shall be geographically located in those areas designated as urban renewal or urban revitalization areas.  
(c) Permitted, conditional and accessory uses. Uses allowed in the planned unit development overlay district may include a mix of agricultural, residential, institutional & civic, and retail, service & commercial uses as described in an associated approved governing plan, which prevails over any conflicting regulations in this chapter. Uses which are not included in the approved governing plan are prohibited in the associated planned unit development district.  
(d) Signage. Signage shall conform to the requirements in Section 107-94(j), unless signage regulations are included in the Governing Plan.  
(d) Governing plan. A governing plan containing specific development requirements related to the planned unit development overlay district, including a master plan depicting the comprehensively planned character of the project, is required. A governing plan may include, but not be limited to:  
   a. Development Goals/Vision  
   b. Master Plan (a visual representation of the planned unit development project subject to the governing plan)  
   c. Required Documents for Approval/Developer and Association Responsibilities  
   d. Traffic Analysis  
   e. Bulk Requirements/Dimensional Standards  
   f. Street Design Standards  
   g. Parking Design Standards  
   h. Signage  
   i. Stormwater Management  
   j. Phasing
k. Development Incentives

(e) Amendments to an approved master plan and/or governing plan. Amendments to associated plans shall be reviewed as follows:

(1) Minor changes that still meet the intent of the original master plan and of the adopted governing plan may be reviewed and approved by the Planning and Development Director. At the discretion of the Planning and Development Director, changes to the master plan that are deemed major changes shall require an amendment to the governing plan. Major changes may include, but not be limited to:

a. Proposed areas for different land use types not shown on the original master plan
b. Proposed changes to the transportation facilities such as new or relocated connections to existing roads, new internal streets, or realignment of streets (other than to accommodate final engineering design)
c. A 15% or greater reduction of open space, sidewalks, pathways or trails

(2) Amendments to the Governing Plan shall require notification of surrounding property owners as outlined in Sec. 107-66, subsection (c)(3), the review and recommendation of the Planning and Zoning Commission, and approval by the Board of Supervisors.

ARTICLE IX, DEFINITIONS

Governing plan means a document providing detailed development requirements related to a planned unit development overlay district based on the depiction of the PUD master plan. The governing plan may include proposed land uses, streets and traffic circulation, utilities, open spaces, possible building locations, and other site development features. The intent of the Governing Plan is to provide the detailed development design criteria to be followed by the developer, and to serve as a tool to promote communication and cooperation between adjacent property owners and the developer to ensure a cohesive and unified development.

Master plan means a visual representation, or map, of a comprehensively designed development project in a planned unit development overlay district. It is included with a governing plan, showing how an area is proposed to develop over time.
June 24, 2020

Enhance Iowa Board
Iowa Economic Development Authority
200 East Grant Avenue
Des Moines, IA 50309

Dear Members of the Board:

The Linn County Board of Supervisors is pleased to support the application of the Marion Public Library for a Community Attraction and Tourism (CAT) grant.

Marion is a community that has outgrown its existing library. When the current library was built, Marion had just over 25,000 residents; today there are more than 40,000, with additional growth to 50,000 anticipated in just a few years. The Marion Public Library is the fifth-busiest library in Iowa, averages 500 visitors every day, and serves more rural Linn County residents than any of the other 11 Linn County libraries.

The plan for the new Marion library envisions a 52,000 square-foot building, doubling the size of current usable library space and reflecting the population increase. The realization of this vision for a new community gathering place will allow the Marion Public Library not only to continue meeting the high expectations of Linn County residents but also to create new and exciting experiences that will attract more visitors to the area.

A capital campaign to support the new library is ongoing, and officials are working diligently to secure funding commitments and grants. The Board of Supervisors is planning a commitment of $50,000 payable over three years, conditional upon a successful CAT grant outcome. We enthusiastically support the expanded facilities, programming and technology the new library will provide for the residents of Marion and all of Linn County. We believe this project will strengthen Marion’s ability to realize continued economic growth and enhance its reputation as a great place to live and work. We hope you will give the Marion Public Library’s application favorable consideration.

Sincerely,

LINN COUNTY BOARD OF SUPERVISORS

Ben Rogers, Chair
District 2

Brent Oleson, Vice Chair
District 3

Stacey Walker
District 1
NOTICE OF TERMINATION OF FARM TENANCY

To: Robert Carson and Cynthia Carson  
   Carson Farms, LLC  
   2830 Brandon Court  
   Marion, IA 52302

Gregory Carson  
Picket Fence Family Farms, LLC  
2830 Brandon Court  
Marion, IA 52302

Date: August 27, 2020

You and each of you are hereby notified pursuant to Iowa Code Sections 562.5 and 562.7 that your tenancy of the real estate located in Marion Township, Linn County, Iowa now occupied by you, and as described below, will terminate and expire on the 1st day of March 2021, and such tenancy will not continue after said date.

You will therefore take notice and govern yourselves accordingly.

The property (real estate) is described as:

That part of the NE ¼ lying E-ly of the Public Highway Section 17-83-6, Linn County, Iowa, described as follows: Beginning at a point 12 chains and 62 links East of the SW corner of said NE ¼; thence East 12 chains and 64 links; thence North 24 chains; thence West 12 chains and 63 links; thence South 24 chains to the point of beginning; excepting therefrom that part of a parcel described in a Warranty Deed filed December 11, 1981, in Vol. 1821, Page 39 in the Office of the Linn County, Iowa Recorder; and

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

W ¼ NW ¼ SE ¼ and E ½ NW ¼ SE ¼, Section 20-83-6, Linn County, Iowa (Tax Parcels 15-204-26001-00000 and 15204-26002-00000); and

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

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

LINN COUNTY, IOWA – OWNER

[Signature]

Ben Rogers, Chairperson  
Linn County Board of Supervisors