LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA
Wednesday, September 2, 2020
11 a.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.

Reports

Resolutions

Contract and Agreements

Approve and authorize Chair to sign an agreement with Reynolds Urban Design for Dows Farm Phase 3 Master Planning Implementation Services in the amount of $35,000 plus reimbursable expenses.

Approve and authorize Chair to sign a Public Performance Licensing Agreement for Correctional Institutions Agreement between Linn County and SWANK Motion Pictures Inc. in the amount of $519.

Approve and authorize Chair to sign a contract between Linn County Child & Youth Development Services and Cedar Rapids Community School District in the amount of $89,451 to operate preschool slots pursuant to the State Voluntary Preschool Program for four year old children.

Approve and authorize Chair to renew a three (3) year lease agreement ending August 31, 2023 with The Jane Boyd Community House at $1,714 per month for the Iowa Department of Human Services use of what is commonly referred to as the Harambee House.

Licenses & Permits

Approve Indian Creek Nature Center (5300 Otis Rd. SE) Liquor License, noting all conditions have been met.

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes
Discuss and decide on meeting minutes.
Discuss and decide on actions related to the storm of August 10, 2020

Update on Linn County’s response to COVID-19

Discuss and decide on COVID-19 Budget Requests

Second Consideration on an ordinance amending the [Code of Ordinances] Linn County, Iowa, by amending provisions in Chapter 107, Unified Development Code.

Discuss and decide on Application for Fireworks Permit for Delmar Jellison (applicant) to conduct a display at 506 Linn Drive, Palo, on September 5, 2020, property of Bob Herr (sponsor) subject to all conditions being met. This display is for a group of 15 family members that will be socially distanced.

Discuss and decide on Legacy and Community Attraction grant applications.

Discuss and decide on economic development support for the [Marion Public Library].

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.

Board Member Reports

Correspondence

Appointments

7:00 p.m.
Joint Zoom Meeting with the City of Bertram

Joint public hearing with the City of Bertram for vacating right-of-way on Deer Trail and Road No. 82. Linn County, Iowa

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.
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
TABLE OF ARTICLES

1 INITIAL INFORMATION
2 ARCHITECT’S RESPONSIBILITIES
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6 COST OF THE WORK
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8 CLAIMS AND DISPUTES
9 TERMINATION OR SUSPENSION
10 MISCELLANEOUS PROVISIONS
11 COMPENSATION
12 SPECIAL TERMS AND CONDITIONS
13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

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
8. 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 inverts 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;
§ 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>
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<tr>
<td>(Signature)</td>
<td>(Signature)</td>
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<tr>
<td>«Linn County, Iowa »</td>
<td>«Dennis Reynolds »</td>
</tr>
<tr>
<td>«Ben Rogers, Chair »</td>
<td>«Owner, Reynolds Urban Design »</td>
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<td>(Printed name and title)</td>
<td>(Printed name and title)</td>
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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.
This AGREEMENT is made on this 3rd day of August, 2020, between Linn County Juvenile Detention Center ("Licensee" herein) and SWANK MOTION PICTURES, INC. ("Swank" herein), a Missouri corporation.

1. Subject Matter and Term of Agreement

A. Swank is an authorized distributor of copyrighted motion pictures ("DVDs" herein) for non-
theatrical public performances. Swank desires to license Licensee for public performance exhibition. Licensee desires to exhibit movies licensed from Swank on the terms and conditions set forth herein.

B. The term of this Agreement shall commence on September 1, 2020 and continue through August 31, 2021, after which day it shall expire unless renewed or renegotiated by mutual agreement of the parties.

2. License

Producers listed are those supplying titles at the time of this printing.

During the term of this contract, Swank shall license Licensee for public performance in its facility on the terms and conditions set forth herein. New facilities added during the term of this contract will require an amendment agreed to in writing by both parties. During the contract period, Licensee may exhibit DVD for showings only at its location(s) listed in Exhibit A. Licensee shall be entitled to choose from Swank’s current and future list of available movies for public performance purposes which includes titles distributed by Paramount Pictures, Warner Bros, Bleecker Street, Fine Line Features, Lorimar Productions, New Line Cinema, Picturehouse, RKO Films, The Ladd Company, Turner Pictures, Warner Independent Pictures, Warner Premier, A24 Films, STX Entertainment, MGM/UA, American International, Orion, United Artists, Lions Gate Films, Trimark, Sony Pictures, Columbia Pictures, Epic Productions, Tristar Pictures, Triumph Films, Paramount Vantage, NBC Universal Pictures, Polygram, Focus Features, Gramercy, October Films, USA Films, Summit Entertainment, Lantern Entertainment, Buena Vista Distribution, Hollywood Pictures, Miramax, Touchstone Pictures and Walt Disney Pictures. Rentals and or purchases of titles covered by this Agreement are at the expense of the Licensee.

3. Terms

In consideration of the License, Linn County Juvenile Detention Center shall pay Swank a License Fee of $519.00 payable in one installment upon receipt of invoice.

4. Payment

Invoice is due and payable upon receipt.

5. Advertising

These motion pictures are specifically licensed for non-theatrical showings only. Promotion or advertising outside the Facility is strictly prohibited.

6. Warranties

Swank warrants that:

Swank is authorized by the copyright owners of the titles distributed by Swank to license to others for non-theatrical public performance purposes.
7. Notices

All notices to be given hereunder shall be in writing or delivered personally or mailed by pre-paid certified or registered mail (return receipt requested) as follows:

If to Swank:
SWANK MOTION PICTURES, INC.
10795 Watson Road
St. Louis, Missouri 63127-1012
Attn: John Kersting
Institution Sales Manager

If to Licensee:
Linn County Juvenile Detention Center
800 Walford Rd Southwest
Cedar Rapids, IA 52404
Attn: Mrs. Dawn Schott
Director

or to such other addresses as the parties shall specify, or by written notice so given, and shall be deemed to be given as of the date so delivered or mailed.

8. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

EXECUTED on the day and year first above written.

SWANK MOTION PICTURES, INC.

By______________________________
John Kersting
Institution Sales Manager

Linn County Juvenile Detention Center

By______________________________
Name____________________________
Title____________________________

EXHIBIT A

LOCATION:
Linn County Juvenile Detention Center
Cedar Rapids, IA 52404
This Agreement is entered between the Cedar Rapids Community School District (hereinafter District) and Iowa and Linn County Child and Youth Development Services (hereinafter LCCDC).

BE IT THEREFORE RESOLVED, by the District and LCCDC, there will be established this Agreement pursuant to Chapter 28E of the Iowa Code with the following terms and conditions:

PURPOSE

The purpose of this Agreement is to operate a preschool program pursuant to the Statewide Voluntary Preschool Program for Four-Year Old Children (hereinafter Program).

PROGRAM REQUIREMENTS

A. The Program will be jointly administered by the District and LCCDC. The District and LCCDC will collaboratively evaluate and assess the programming and needs of the Program. The District and LCCDC will cooperate with each other to ensure that the Program is in compliance with the program accountability requirements set out in Iowa law.

B. The Program shall consist of 4 classrooms providing services to 18 students in an 6:30-5:30 M-F program on Monday - Friday from August 1, 2020 – June 1, 2021 (excluding days/holidays specified in the preschool calendar).

C. Only students who will be four years of age on or before September 15, 2020, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.

D. The District and LCCDC will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, LCCDC, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party’s federal and state standards,
regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. LCCDC will provide the District with all initial enrollment forms by September 15, 2020 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2020, to June 30, 2021. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to LCCDC for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

LCCDC SHALL:

A. LCCDC is a child development center, which has been approved and licensed by the Department of Human Services (DHS). LCCDC agrees that during the term of this contract and any subsequent renewal it shall maintain such approval and licensing and will abide by all licensing requirements of DHS. If at any time LCCDC shall no longer be DHS approved or licensed, CRCSD may terminate this Contract immediately without prior notice, and no further payment will be due from CRCSD after the date of termination.

B. Provide one classroom, which will have access to appropriate restroom facilities and a playground area.

C. Provide for each classroom one (1) teacher who is appropriately licensed by the Iowa Board of Educational Examiners. The teacher assigned to the Program will not be a District employee but will be a LCCDC employee. The LCCDC classroom teacher will be evaluated by an appropriately qualified administrator of LCCDC based upon the requirements set out in Iowa law. The LCCDC classroom teacher will be responsible for the following:

   i. Ensuring the approved curriculum is taught;
   ii. Overseeing the implementation of the curriculum;
   iii. Overseeing the implementation of the Program assessment system;
   iv. Providing at least ten (10) hours per week of intentional instruction directly related to the program’s curriculum, such time to be exclusive of recess, as required by Iowa law.
D. Ensure one (1) teacher is present during Program times in the classroom at LCCDC. A minimum of one (1) teacher associate and one (1) teacher will be present when 11-20 children are present. LCCDC will make sure there will be no more than 20 children per classroom.

E. Provide one (1) teacher associate for the classroom who will be available to work with the teacher and children while the children are in session from 6:30-5:30 M-F on Monday - Friday. The teacher associate assigned to the Program will not be a District employee but will be a LCCDC employee. The teacher associate from LCCDC will attend mandatory professional development opportunities provided by the District per schedule. The teacher associate will meet highly qualified standards or be working on meeting this standard. The LCCDC teacher associate will be evaluated by an appropriately qualified administrator of LCCDC based upon the requirements set out in Iowa law.

F. Provide adequate and appropriate materials and supplies for the Program. The District and LCCDC will cooperatively agree on any materials and supplies which are purchased. The materials and supplies purchased with the Statewide Voluntary Preschool Program funds will become the property of the District.

G. Submit monthly attendance records to the District’s office by the 10th of each month for the previous month.

H. Send the CUM folders for each child participating in the Program to the District’s office by June 1, 2020.

**SEX OFFENDER PROVISION:**

Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor and all sub-contractors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or sub-contractor at the schools of the District.

The Contractor and all sub-contractors shall provide a signed original of an Acknowledgment and Certification letter (provided at the end of this document.) No worker of the Contractor or any sub-contractor will be allowed to work on site until this letter is received by the District.
INSURANCE AND INDEMNIFICATION

During the duration of this Agreement, LCCDC will provide a certificate of insurance, (or equivalent insurance document) naming the District as additional insured with general liability insurance limits of $2,000,000.

To the extent permitted by law, the District will indemnify and hold harmless LCCDC from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement.

LCCDC will indemnify and hold harmless the District from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of the LCCDC negligence or willful misconduct in the performance of its duties under this Agreement.

THE DISTRICT SHALL:

A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.

B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by LCCDC teachers and teacher associates.

C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.

PROGRAM PAYMENTS

A. LCCDC agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2020 – June 1, 2021. LCCDC may charge tuition or fees for extended-hour childcare services offered outside of the 4 hours of morning CRCSD-funded preschool instruction.

B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to LCCDC for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 27 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2020 is less than 27, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2020 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No
changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2020.

C. LCCDC will invoice the District by the 10th of each month, separately itemizing actual expenditures for each approved category for the preceding month. The District will make payment to LCCDC within ten (10) days after receipt of the invoice. If at the conclusion of this Agreement, LCCDC’s expenditures for any category are less than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to LCCDC for that category. If at the conclusion of this Agreement LCCDC expenditures for any category are more than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to LCCDC for that category. A Claim Form and Budget Revision Form will be provided to LCCDC at the commencement of the Agreement. LCCDC will submit all invoices to the District by June 10.

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>ALLOWABLE REIMBURSEMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>GOLD Subscriptions</td>
<td>$ 282</td>
</tr>
<tr>
<td>LCCDC staff costs</td>
<td>$</td>
</tr>
<tr>
<td>Purchased Services</td>
<td>$</td>
</tr>
<tr>
<td>Supplies &amp; Materials</td>
<td>$</td>
</tr>
<tr>
<td>Professional Development</td>
<td>$</td>
</tr>
<tr>
<td>(Includes subs and materials)</td>
<td></td>
</tr>
<tr>
<td>Total Costs</td>
<td>$ 89,451</td>
</tr>
</tbody>
</table>

*Per pupil rate budget page will be amended after July 1, 2020 when the state sets the rate.*

**MISCELLANEOUS PROVISIONS**

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

B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.
C. No separate legal or administrative entity shall be created by this Agreement. The District’s Executive Director PK -5, Eric Christenson and LCCDC’s Gloria Witzberger/Colette Stocks shall serve as co-administrators of this Agreement.

D. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

The foregoing terms are agreed to and accepted by the Cedar Rapids Community School District and LCCDC.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: ________________________________

Its: ________________________________

Date: ________________________________

LINN COUNTY CHILD AND YOUTH DEVELOPMENT SERVICES

By: ________________________________

Its: ________________________________

Date: ________________________________
NON-DISCRIMINATION POLICY

Cedar Rapids Community School District offers Career and Technical Education programs in Arts, Communications, and Information Systems; Applied Sciences, Technology, Engineering, and Manufacturing, including Transportation, Distribution, Logistics, Architecture, and Construction; Health Sciences; Human Services; and Business, Finance, Marketing, and Management. Admission to these programs is based on interest, age appropriateness, course prerequisites, and class space available.

It is the policy of Cedar Rapids Community School District not to discriminate on the basis of race, color, national origin, sex or handicap in its Career and Technical Education programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

It is the policy of the Cedar Rapids Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (employment only), marital status, sexual orientation, gender identity, and socioeconomic status (students/program only) in its educational programs and its employment practices.

Cedar Rapids Community School District will take steps to assure that lack of English language skills will not be a barrier to admission and participation in all Career and Technical Education programs.

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Rod Dooley, Executive Director of Equity, (RDooley@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

For more information about Career and Technical Education classes, contact Tara Troester, Career and Technical Education Facilitator ttroester@crschools.us at 319-558-1222 or mailing address 2500 Edgewood Rd NW, Cedar Rapids, IA 52405-1015.
ACKNOWLEDGMENT AND CERTIFICATION

_____________________________________ ("Company") is providing services to [name of contractor/sub-contractor]

the Cedar Rapids Community School District ("District") as a contractor or is operating or managing the operations of a contractor. The services provided by the Company may involve the presence of the Company’s employees upon the real property of the schools of the District.

The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion thereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

Dated: ______________________

____________________________________

[Name of contractor/sub-contractor]
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 BOARD OF SUPERVISORS

__________________________________________
Chairperson

__________________________________________
Supervisor

__________________________________________
Supervisor

ATTEST:

__________________________________________
Joel D. Miller, Linn County Auditor

STATE OF IOWA  )
COUNTY OF LINN  )SS

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 _________________________, 2018 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

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

Stacey Walker  
District 1

Brent Oleson, Vice Chair  
District 3