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

Resolution
Resolution providing for notice of public hearing on designation of the Linn County Urban Revitalization Area and on the proposed Urban Revitalization Plan set for December 30, 2020

Resolution to approve Final Plat for Claramae Farms Second Addition, Case JF20-0010

Resolution to approve Residential Parcel Split for Netolicky Acres, Case JPS20-0002.

Resolution to rename Squaw Creek Rd to Wanatee Creek Rd

Resolution to rename Squaw Ln to Wanatee Ln

Resolution to rename Squaw Ridge Rd between S 31st St and Lakeside Rd to S 22nd St

Resolution to rename Squaw Ridge Rd between Lakeside Rd and Cottage Grove Pkwy and Cottage Grove Pkwy between Lakeside Rd and Hwy 13 to Lakeside Rd

Contract and Agreements

Approve amended professional services agreement with Reynolds Urban Design for Dows Farm Phase 3 Master Planning Implementation Services

Approve and authorize Chair to sign a 28E Agreement with Benton County for a grading project on shared portions of Linn-Benton Road.

Approve and authorize Chair to sign a 28E agreement with the City of Alburnett for bridge inspections to be completed on city bridges by the county’s inspector, IIW, P.C.
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

Second consideration on an ordinance amending the Code of Ordinances, Linn County, Iowa by amending provisions in Chapter 105, Article III, Electrical Installations

Discuss and decide on a Resolution to rename Squaw Creek Cir to Wanatee Creek Cir

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

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 1-800-945-0974, access code 501116
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.
RESOLUTION NO. ________

Resolution providing for notice of hearing on designation of the Linn County Urban Revitalization Area and on the proposed Urban Revitalization Plan

WHEREAS, pursuant to the provisions of Chapter 404 of the Code of Iowa (the "Act") Linn County, Iowa (the "County"), has proposed designating certain real property situated within the County as an Urban Revitalization Area (the "Urban Revitalization Area") and has proposed adoption of an Urban Revitalization Area Plan (the "Plan") for such Urban Revitalization Area; and

WHEREAS, a proposal has been submitted to the Board of Supervisors under which an area within the description set out in Exhibit A and shown on the map in Exhibit B would be designated an Urban Revitalization Area; and

WHEREAS, pursuant to the provisions of the Act, before adopting the Plan and designating the Urban Revitalization Area, the County must prepare a plan, hold a public hearing thereon, and otherwise comply with the procedures set forth in the Act; and

WHEREAS, an Urban Revitalization Plan (the “Plan”) is being prepared for presentation to the Board of Supervisors for consideration in accordance with the provisions of the Act, said Plan is available for review in the Linn County Planning and Development Department;

NOW, THEREFORE, be it resolved by the Board of Supervisors of Linn County, Iowa, as follows:

Section 1. It is hereby directed that the Plan be prepared for consideration by this Board of Supervisors. The Plan shall be available for review at the Linn County Planning and Development Department.

Section 2. This Board of Supervisors will meet at the Linn County Jean Oxley Public Service Center, Cedar Rapids, Iowa, on the 30th day of December, 2020, at 11:00 o’clock a.m., at which time and place it will hold a public hearing on the designation of the proposed Linn County Urban Revitalization Area described in the preamble hereof and on the proposed Urban Revitalization Plan for said Area.

Section 3. The County Auditor is hereby directed to publish notice of said hearing, the same being in the form attached to this resolution, which publication shall be made in a legal newspaper of general circulation in Linn County, which publication shall be not less than four (4) nor more than twenty (20) days before the date set for the hearing. In addition, the County Auditor is hereby directed to send notice of such hearing by ordinary mail to the last known address of the owners of record of real property situated within the boundaries of the Urban Revitalization Area, such notice to be mailed by no later than the thirtieth day prior to the date set for the hearing.

Passed and approved November 25, 2020.

Ben Rogers, Chairperson

Attest:

Joel Miller, County Auditor
Certain real property situated in Linn County, Iowa more particularly described as follows:

PARCEL A


BEGINNING AT THE CENTER OF SAID SECTION 20; THENCE NORTH 0°53'10" WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, A DISTANCE OF 1,325.59 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 89°52'38" EAST ALONG SAID NORTH LINE, A DISTANCE OF 933.01 FEET; THENCE SOUTH 0°53'10" EAST, 1,424.00 FEET; THENCE SOUTH 89°57'02" WEST, 280.00 FEET; THENCE SOUTH 0°49'31" EAST, 186.19 FEET; THENCE SOUTH 89°57'40" WEST, 293.07 FEET TO THE WEST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE NORTH 0°49'31" WEST ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 881.18 FEET TO THE POINT OF BEGINNING, CONTAINING 39.59 ACRES (1,724,535 S.F.) MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

AND

PARCEL B

A PART OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 83 NORTH, RANGE 6 WEST OF THE 5TH P.M., LINN COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE NORTH 89° 57' 02" EAST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 1304.08 FEET TO THE WEST RIGHT OF WAY LINE OF SQUAW CREEK ROAD; THENCE SOUTH 00° 57' 12" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1,320.90 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE SOUTH 89° 57' 40" WEST ALONG SAID NORTH LINE, A DISTANCE OF 32.00 FEET; THENCE SOUTH 00° 57' 12" EAST ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 300.00 FEET; THENCE NORTH 89° 57' 40" EAST, 32.00 FEET; THENCE SOUTH 00° 57' 12" EAST ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 940.98 FEET TO THE INTERSECTION OF SAID WEST RIGHT OF WAY LINE AND THE NORTH RIGHT OF WAY LINE OF MOUNT VERNON ROAD; THENCE SOUTH 89° 48' 47" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 619.03 FEET; THENCE SOUTH 00° 11' 13" EAST, 5.00 FEET; THENCE SOUTH 89° 48' 47" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1,119.40 FEET; THENCE NORTH 00° 11' 12" WEST, 667.50 FEET; THENCE SOUTH 89° 48' 47" WEST, 670.97 FEET TO THE CENTERLINE OF DOWS ROAD AS SHOWN ON FINAL PLAT FOR ALTHEA'S FIRST ADDITION TO LINN COUNTY, IOWA, RECORDED IN BOOK 3322, PAGE 602 OF THE LINN COUNTY, IOWA RECORDERS OFFICE; THENCE NORTH 00° 24' 40" WEST ALONG SAID CENTERLINE, A DISTANCE OF 82.73 FEET; THENCE NORTH 26° 53' 50" WEST ALONG SAID CENTERLINE, A DISTANCE OF 558.34 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE NORTH 00° 49' 31" WEST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 442.89 FEET; THENCE NORTH 89° 57' 40" EAST, 293.07 FEET; THENCE NORTH 00° 49' 31" WEST, 186.19 FEET; THENCE NORTH 89° 57' 02" EAST, 280.00 FEET; THENCE NORTH 00° 49' 31" WEST, 593.83 FEET; THENCE NORTH 89° 57' 02" EAST, 360.00 FEET; THENCE NORTH 00° 53' 10" WEST, 1,424.00 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE SOUTH 89° 52' 38" EAST ALONG SAID NORTH LINE, A DISTANCE OF 404.23 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE SOUTH 00° 52' 57" EAST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 1,321.56 FEET TO THE POINT OF BEGINNING, CONTAINING 140.88 ACRES (6,136,625 S.F.) MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
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.

All roads and highways that abut any of this property will also be included in the Urban Revitalization Area.
EXHIBIT B
MAP
LINN COUNTY URBAN REVITALIZATION AREA

Proposed Urban Revitalization Area

Legend
- Proposed Urban Revitalization Area

Scale: 1 inch = 7,000 feet

Legend:
- Proposed Urban Revitalization Area
NOTICE OF PUBLIC HEARING OF THE LINN COUNTY BOARD OF SUPERVISORS ON DESIGNATION OF THE LINN COUNTY URBAN REVITALIZATION AREA AND ON PROPOSED URBAN REVITALIZATION PLAN, PURSUANT TO CHAPTER 404 OF THE CODE OF IOWA

Notice is Hereby Given: That there is now on file for public inspection in the Planning and Development Department, Linn County, Iowa an Urban Revitalization Plan for the Urban Revitalization Area within the County.

The Board of Supervisors will meet at 11:00 o’clock a.m., at the Linn County Jean Oxley Public Service Center, Cedar Rapids Iowa, on the 30th day of December, 2020, at which time the Board will hold a public hearing on the question of designating as the Linn County Urban Revitalization Area and proposal to adopt the Plan, pursuant to Chapter 404.

The Plan will establish tax abatement schedules for residential and commercial property classes for economic development purposes. The Urban Revitalization area includes therein certain real property situated in Linn County, Iowa more particularly described as follows:


Parcel A, Plat of Survey No. 2474
And

A PART OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 83 NORTH, RANGE 6 WEST OF THE 5TH P.M., LINN COUNTY, IOWA, DESCRIBED AS FOLLOWS:

Parcel B, Plat of Survey No. 2474
And

The E. 660’ of the W. 907.5’ of the S. 742.5’ of the SW1/4 of the SE1/4, Sec. 20, Twp. 83 N Range 6 W.

At the public hearing all residents of the County, and any other person having an interest in the matter may appear and be heard for or against the subject matter, pursuant to the Act.

Joel Miller
County Auditor
LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # ______________________

APPROVING A FINAL PLAT

WHEREAS, a final plat of CLARAMAE FARMS SECOND ADDITION (Case #JF20-0010) to Linn County, Iowa, containing two (2) lots, numbered Lot 1, Outlot A has been filed for approval, a subdivision of real estate located in the SE NW of Section 12, Township 82 North, Range 8 West of the 5th P.M., Linn County, Iowa, described as follows:

CLARAMAE FARMS SECOND ADDITION TO LINN COUNTY, IOWA is that part of the Southeast Quarter of the Northwest Quarter of Section 12, Township 82 North, Range 8 West of the 5th P.M., Linn County, Iowa, described as follows:
Beginning at the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 12; thence North 88° 03' 50" East 1331.31 feet along the North line of said Southwest Quarter of the Northwest Quarter to the Northeast corner thereof; thence South 2° 00' 29" East 379.74 feet along the East line of the Southwest Quarter of the Northwest Quarter of said Section 12 to a point of intersection with the North line of the Chicago Northwestern Railway right of way; thence South 66° 02' 03" West 1435.85 feet along said North line to a point of intersection with the West line of the Southeast Quarter of the Northwest Quarter of said Section 12; thence North 1° 59' 02" West 918.31 feet along said West line to the first point of beginning, containing 19.838 acres.

ALSO:
Beginning at the Center of said Section 12; thence South 88° 22' 10" West 976.87 feet along the South line of the Southeast Quarter of the Northwest Quarter of said Section 12 to a point of intersection with the South line of the Chicago Northwestern Railway Company right of way; thence North 66° 02' 03" East 1053.25 feet along said South line to a point of intersection with the East line of the Southeast Quarter of the Northwest Quarter of said Section 12; thence South 2° 00' 29" East 400.27 feet along said East line to the second point of beginning, subject to easements, covenants and restrictions of record, containing 4.49 acres and comprising a total of 24.328 acres.

For the purpose of this description, the East line of the Northwest Quarter of said Section 12 is assumed to bear South 2° 00' 29" East.

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

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

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of August 19, 2020 as last amended on SEPTEMBER 21, 2020 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT,

1. Entrance permit required for new entrances and existing unpermitted entrances, Sec.11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be
brought into conformance with County standards. One entrance per parcel is allowed onto Old Bridge Road. An additional access may be allowed with justification and permit.

2. Dedication of road rights-of-way, County Standard Specifications, Section 5. Forty feet of right-of-way on Nursery Road and Old Bridge Road adjacent to development shall be dedicated to the County for road purposes.

3. Daylight corner shall conform to County Standard Specifications, Fig. 15 for a collector roadway classification.

4. Road participation shall be determined at the time the property is developed for any use or reason.

5. Road agreement with conditions similar to final plat cases. County Standard Specifications, Section 1.

IOWA DEPARTMENT OF TRANSPORTATION
1. No conditions to be met.

LINN COUNTY PUBLIC HEALTH DEPARTMENT
1. No conditions to be met.

NATURAL RESOURCES CONSERVATION SERVICE
1. No conditions to be met.

LINN COUNTY CONSERVATION DEPARTMENT
1. No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT
1. No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT - ZONING DIVISION
1. Various revisions to the site plan and final plat.

2. Prior to approval of the final plat, the owner must sign an “Acceptance of Conditions” form. The “Acceptance of Conditions” form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.

3. This plat lies within the 2-mile jurisdiction of the City of Cedar Rapids and as per the 28E Agreement between the City and the County, will require City approval or a waiver of the right to review.

4. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.

5. The remaining land of the parent parcel will result in less than 35 acres. Either combine the remaining land by deed restriction to total 35 acres or more, or include the remaining land as part of the final plat. If included as a part of the final plat, the lot will be non-buildable until brought into conformance with the Linn County UDC.

6. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor’s office prior to approval of the final plat.

7. The final plat bound documents must be approved by the Linn County Board of Supervisors on or before **SEPTEMBER 21, 2021** as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f) of the UDC.
8. One original and 3 complete copies of the final plat bound documents that must include the following:
   i. Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
   ii. Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
   iii. Surveyor’s certificate
   iv. Auditor’s certificate
   v. Resolution of the Planning and Zoning Commission
   vi. Resolution of the Board of Supervisors
   vii. Resolution of approval or waiver of review by applicable municipalities
   viii. Treasurer’s certificate
   i. Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the UDC.
   ii. Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
   iii. Three (3) copies of the surveyor’s drawing
   iv. A covenant for a secondary road assessment

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

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded November 25, 2021 to be valid.

Passed and approved this 25 day of November, 2020

Linn County Board of Supervisors

____________________________
Chair

____________________________
Vice Chair

____________________________
Supervisor
Linn County Board of Supervisors
Date:
Resolution # ______________
JF20-0010]
Page 4 of 4

Aye:

Nay:

Abstain:

Absent:

Attest:

______________________________
Joel Miller, Linn County Auditor
Linn County Engineer

______________________________
State of Iowa  )
               ) SS
County of Linn  )

Brad Ketels, Engineer

I, Joel Miller, County Auditor of Linn County, Iowa, hereby certify that at a regular meeting of the said Board of Supervisors, the foregoing resolution was duly adopted by a vote of:

___ Aye ___ Nay ___ Abstain ___ Absent

______________________________
Joel Miller

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

on this _____ day of ______________________, 2020.

______________________________
Notary Public State of Iowa
LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # ________________________

APPROVING RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of Netolicky Acres Addition (Case # JPS20-0002) to Linn County, Iowa, containing two (2) lots, numbered lot 1 and lettered lot A has been filed for approval, a subdivision of real estate located in the SESW 32-82-08 of Section 32, Township 82 North, Range 8 West of the 5th P.M., Linn County, Iowa, described as follows:

BEGINNING AT THE SOUTH 1/4 CORNER OF SECTION 32, TOWNSHIP 82 NORTH, RANGE 8 WEST; THENCE S 88°41’58” W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4, A DISTANCE OF 333.00 FEET; THENCE N 01°54’35” W, A DISTANCE OF 294.35 FEET; THENCE N 88°41’58” E, A DISTANCE OF 333.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4; THENCE S 01°54’35” E ALONG SAID EAST LINE, A DISTANCE OF 294.35 FEET TO THE POINT OF BEGINNING, CONTAINING 2.25 ACRES OF WHICH 0.25 ACRE IS EXISTING COUNTY ROAD RIGHT OF WAY AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

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

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

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

LINN COUNTY SECONDARY ROAD DEPARTMENT, 892-6400
1. Entrance permit required for new entrances and existing unpermitted entrances, County Standard Specifications, Section 11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. One entrance per parcel is allowed. An additional access may be allowed with justification and permit.
2. Dedication of road rights-of-way, County Standard Specifications, Section 5. Forty feet of right-of-way on Linn-Johnson Road adjacent to development shall be dedicated to the County for road purposes. Decorative rocks, walls, or other items that may identify the owner or address of the property, are not allowed within the road right-of-way.
3. Road agreement with conditions applicable to residential parcel split cases. County Standard Specifications, Section 1.

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

LINN COUNTY PUBLIC HEALTH DEPARTMENT
1. Existing house must be reviewed by Linn County Public Health for compliance with Linn County Code of Ordinances Chapter 105, Article VI Property Maintenance Regulations. If applicable, correction of certain deficiencies may require permits, inspections and final approval from the Building Division of Linn County Planning & Development.

NATURAL RESOURCES CONSERVATION SERVICE
No conditions to be met.
Linn County Board of Supervisors  
Resolution # JPS20-0002  
November 25, 2020  
Page 2 of 4

LINN COUNTY CONSERVATION DEPARTMENT  
No conditions to be met.  
LINN COUNTY EMERGENCY MANAGEMENT  
No conditions to be met.  
LINN COUNTY PLANNING AND DEVELOPMENT – ZONING DIVISION  
1. All side and rear yard setbacks must be met for all structures involved in this proposal.  
2. Various revisions to the site plan and final plat.  
3. Prior to approval of the final plat, the owner must sign an “Acceptance of Conditions” form. The “Acceptance of Conditions” form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.  
4. This plat lies within the 2 mile jurisdiction of the City of Walford. As per Chapter 354 of the Code of Iowa, a certified resolution by any municipality that has authority to review the plat to either approve the plat or waive its right to review must be provided.  
5. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.  
6. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor’s office prior to approval of the final plat.  
7. One original and 3 complete copies of the final plat bound documents that must include the following:  
   (i) Owner’s certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads  
   (ii) Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located  
   (iii) Surveyor’s certificate  
   (iv) Auditor’s certificate  
   (v) Resolution of the Planning and Zoning Commission  
   (vi) Resolution of the Board of Supervisors  
   (vii) Resolution of approval or waiver of review by applicable municipalities  
   (viii) Treasurer’s certificate  
   (ix) Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the Unified Development Code.  
   (x) Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument  
   (xi) Three (3) copies of the surveyor’s drawing  
   (xii) A covenant for a secondary road assessment  
8. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before FEBRUARY 17, 2021 as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f), of the Unified Development Code.  

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat is hereby approved. The Board of Supervisors and County Engineer are hereby authorized to enter approval upon the final plat resolution. The Board of Supervisors’ Chairperson is also hereby authorized to sign said plat which executes an acceptance of dedication of property to the public, as shown on said plat.
NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by November 25, 2021 to be valid.

Passed and approved this 25th day of November, 2020.

Linn County Board of Supervisors

__________________________
Chair

__________________________
Vice Chair

__________________________
Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

__________________________
Joel Miller, Linn County Auditor
Resolution #
JPS20-0002
November 25, 2020
Page 4 of 4

Linn County Engineer

________________________________________
Brad Ketels, Engineer

State of Iowa ) SS
County of Linn )

I, Joel Miller, County Auditor of Linn County, Iowa, hereby certify that at a regular meeting of the said Board of Supervisors, the foregoing resolution was duly adopted by a vote of:

___ Aye ___ Nay ___ Abstain ___ Absent

________________________________________
Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, ____________________________
on this _____ day of _______________________, 2020.

________________________________________
Notary Public State of Iowa
RESOLUTION # ___________

ROAD NAME CHANGE

WHEREAS, the Board of Supervisors has proposed to change the name of Squaw Creek Rd in sections 20, 21, 28 & 29-83-6 to Wanatee Creek Rd.

WHEREAS, the proposed street name has been reviewed and does not conflict with existing street names in unincorporated areas of Linn County, Iowa.

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors, Linn County, Iowa, this date having met in lawful session, that the name of Squaw Creek Rd be changed to Wanatee Creek Rd, Linn County, Iowa. The Board of Supervisors direct the Linn County Engineer to change the base map and notify all county offices, post offices and providers of emergency services of this change.

Moved by Supervisor ___________________ Seconded by Supervisor ___________________
that the above resolution be adopted this ___ day of ____________________, 20___ by a vote of ___ aye ___ nay and ____ abstain from voting.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

____________________________
Chairperson

____________________________
Vice Chairperson

____________________________
Supervisor

ATTEST:

____________________________
Linn County Auditor
RESOLUTION # _____________

ROAD NAME CHANGE

WHEREAS, the Board of Supervisors has proposed to change the name of Squaw Ln in section 8-83-6 to Wanatee Ln.

WHEREAS, the proposed street name has been reviewed and does not conflict with existing street names in unincorporated areas of Linn County, Iowa.

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors, Linn County, Iowa, this date having met in lawful session, that the name of Squaw Ln be changed to Wanatee Ln, Linn County, Iowa. The Board of Supervisors direct the Linn County Engineer to change the base map and notify all county offices, post offices and providers of emergency services of this change.

Moved by Supervisor ___________________ Seconded by Supervisor ___________________
that the above resolution be adopted this ___ day of ___________________, 201__ by a vote of __ aye ___ nay and ____ abstain from voting.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

__________________________________________
Chairperson

__________________________________________
Vice Chairperson

__________________________________________
Supervisor

ATTEST:

__________________________________________
Linn County Auditor
RESOLUTION # ____________

ROAD NAME CHANGE

WHEREAS, the Board of Supervisors has proposed to change the name of Squaw Ridge Rd between S 31st St and Lakeside Rd in sections 7 & 8-83-6 to S 22nd St.

WHEREAS, the proposed street name change will help define a continued road segment and does not conflict with existing street names in unincorporated areas of Linn County, Iowa.

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors, Linn County, Iowa, this date having met in lawful session, that the name of Squaw Ridge Rd between S 31st St and Lakeside Rd be changed to S 22nd St., Linn County, Iowa. The Board of Supervisors direct the Linn County Engineer to change the base map and notify all county offices, post offices and providers of emergency services of this change.

Moved by Supervisor ______________________  Seconded by Supervisor ______________________
that the above resolution be adopted this ___ day of __________________, 201__ by a vote of ___ aye ___ nay and ____ abstain from voting.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Chairperson

Vice Chairperson

Supervisor

ATTEST:

_________________________________
Linn County Auditor
RESOLUTION # ____________

ROAD NAME CHANGE

WHEREAS, the Board of Supervisors has proposed to change the name of Squaw Ridge Rd between Lakeside Rd and Cottage Grove Pkwy in section 17-83-6 and Cottage Grove Pkwy between Lakeside Rd and Hwy 13 in sections 16 & 21-83-6 to Lakeside Rd.

WHEREAS, the proposed street name change will help define a continued road segment and does not conflict with existing street names in unincorporated areas of Linn County, Iowa.

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors, Linn County, Iowa, this date having met in lawful session, that the name of Squaw Ridge Rd between Lakeside Rd and Cottage Grove Pkwy and Cottage Grove Pkwy between Lakeside Rd and Hwy 13 be changed to Lakeside Rd., Linn County, Iowa. The Board of Supervisors direct the Linn County Engineer to change the base map and notify all county offices, post offices and providers of emergency services of this change.

Moved by Supervisor __________________ Seconded by Supervisor __________________
that the above resolution be adopted this ___ day of ________________, 201__ by a vote of ___ aye ___ nay and ____ abstain from voting.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

______________________________
Chairperson

______________________________
Vice Chairperson

______________________________
Supervisor

ATTEST:

______________________________
Linn County Auditor
AGREEMENT made as of the « 20th » day of « August » in the year « 2020 »

AMENDMENT made as of the « 25th » day of « November » 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.)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>General Liability</td>
</tr>
<tr>
<td></td>
<td>«$1,000,000 (Personal umbrella policy) »</td>
</tr>
<tr>
<td></td>
<td>Automobile Liability</td>
</tr>
<tr>
<td></td>
<td>«N/A »</td>
</tr>
<tr>
<td></td>
<td>Workers’ Compensation</td>
</tr>
<tr>
<td></td>
<td>« N/A »</td>
</tr>
<tr>
<td></td>
<td>Professional Liability</td>
</tr>
<tr>
<td></td>
<td>« N/A »</td>
</tr>
</tbody>
</table>

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
   .7 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 (AMENDED)
§ 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.)
« $55,000 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;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 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)</td>
<td>(Signature)</td>
</tr>
<tr>
<td>«Linn County, Iowa »</td>
<td>«Dennis Reynolds »</td>
</tr>
<tr>
<td>«Ben Rogers, Chair »</td>
<td>«Owner, Reynolds Urban Design »</td>
</tr>
</tbody>
</table>

(Printed name and title) (Printed name and title)
Dows Farm Development Project
Exhibit A
Phase 3 – Master Planning Implementation Services
August 20, 2020
Amended November 25, 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 (AMENDED)

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 to address Linn County Secondary Road Department and City of Cedar Rapids 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.
COUNTY AND COUNTY
PROJECT AGREEMENT

This agreement entered into this ______ day of ________, by and between Linn County, Iowa, hereinafter referred to as Linn County, and Benton County, Iowa hereinafter referred to as Benton County.

WHEREAS, both Linn County and Benton County are a public agency as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, it is proposed, that Linn County plan, design and let for bidding a construction project to regrade shared portions of Linn-Benton Road, and

WHEREAS, the Linn County Board of Supervisors and the Benton County Board of Supervisors have informed themselves as to the proposed improvement.

IT IS NOW AGREED that Benton County and Linn County enter into an agreement pursuant to Chapter 28E of the Code of Iowa providing for cooperative action pursuant to the proposed roadway construction project and, said cooperative actions include the following:

1) SCOPE OF WORK - Design, let and construct improvements to Linn-Benton Road per plans and specifications produced by the Linn County Engineer. Work is to include culvert replacements, widen the roadway, flatten the foreslopes, rock surfacing, staking, inspection, and other items to complete the project.

2) DURATION - This Agreement shall commence on the date that both parties sign this agreement and shall continue thereafter until the final completion of the project and settlement of the financial conditions of this agreement.

3) PURPOSE - The purpose of this Agreement is to accomplish the proposed project as described herein in accordance with the aforesaid scope of work and in agreement with conditions specified in this Agreement.
4) ADMINISTRATION – Linn County shall be responsible for the administration of this project.

5) Benton County and Linn County agree to save and indemnify and keep harmless, each other against all liabilities, judgments, costs, and expenses which may in any way come against Linn County or Benton County or which in any way result from carelessness or neglect of either party or its agents, employees, or workmen in any respect whatsoever.

6) Benton County and Linn County agree to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons arising out of any acts or omissions by Benton County or Linn County, its agents, servants or employees in the course of any work done in connection with any of the matters set forth in this agreement.

7) FINANCING - Linn County shall initially finance the cost of the project. Benton County shall reimburse Linn County for the actual cost of construction plus 7.5% administration fees (design, inspection, plan preparation, etc.) based on proposed plans and attached project estimate for the portion of the project within their corporate limits as they exist at the time the project is complete. Payment shall be made within 30 days of receipt of detailed invoice.

8) TERMINATION: -
   a) This Agreement shall be considered binding upon Benton County and Linn County and shall not be terminated until provisions of paragraph 8b are met after actual work has begun on the project.
   b) This agreement will be terminated upon final acceptance of the work by Benton County and final settlement of the financial conditions set forth in paragraph 7 thereof.

Executed in triplicate, each of which shall constitute as original, by Linn County on the _______ day of ____________, _____, and by Benton County on the ___________ day of November ___________, 2020.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

BOARD OF SUPERVISORS
BENTON COUNTY, IOWA

ATTEST:

Linn County Auditor

ATTEST:

Benton County Auditor
# Linn County Secondary Road Department Engineer’s Estimate

**Project No.: LOST-E AVE NW(21)**

- **Type of work:** Culverts & Grading
- **Location:** On E Avenue NW from Benton County line to Highway 100 and on Linn-Benton Road from 71st Street to E Avenue.
- **Late Start Date:** June 1, 2021
- **Liquidated Damages:** $1,500/Day
- **Proposal Guaranty:** $100,000
- **Working Days:** 75
- **Project Length:** 3.77
- **Letting Date:** January 26, 2021
- **Estimate Date:** October 28, 2020

## Items

<table>
<thead>
<tr>
<th>REF.</th>
<th>ITEM CODE</th>
<th>ITEM</th>
<th>UNIT</th>
<th>DIV 1</th>
<th>DIV 2</th>
<th>TOTAL</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2101-0850002</td>
<td>CLEAR+GRUBB</td>
<td>UNIT</td>
<td>78,000</td>
<td>121,700</td>
<td>199,700</td>
<td>$30.00</td>
<td>$5,991.00</td>
</tr>
<tr>
<td>2</td>
<td>2102-2710070</td>
<td>EXCAVATION, CL 10, RDWY+BORROW</td>
<td>CY</td>
<td>33500.000</td>
<td>6600.000</td>
<td>40,000.000</td>
<td>$7.00</td>
<td>$280,000.00</td>
</tr>
<tr>
<td>3</td>
<td>2105-8425015</td>
<td>TOPSOIL, STRIP, SALVAGE+SPREAD</td>
<td>CY</td>
<td>6000.000</td>
<td>1000.000</td>
<td>7,000.000</td>
<td>$6.00</td>
<td>$42,000.00</td>
</tr>
<tr>
<td>4</td>
<td>2210-0475105</td>
<td>CHOKED STONE BASE</td>
<td>TON</td>
<td>19378.000</td>
<td>2422.000</td>
<td>21,820.000</td>
<td>$16.00</td>
<td>$349,120.00</td>
</tr>
<tr>
<td>5</td>
<td>2210-0475290</td>
<td>MACADAM STONE BASE</td>
<td>TON</td>
<td>30796.000</td>
<td>4053.000</td>
<td>34,849.000</td>
<td>$16.00</td>
<td>$557,584.00</td>
</tr>
<tr>
<td>6</td>
<td>2402-0425031</td>
<td>GRANULAR BACKFILL</td>
<td>CY</td>
<td>2957.000</td>
<td>262.000</td>
<td>3,219.000</td>
<td>$13.00</td>
<td>$41,847.00</td>
</tr>
<tr>
<td>7</td>
<td>2105-8425015</td>
<td>TOPSOIL, STRIP, SALVAGE+SPREAD</td>
<td>CY</td>
<td>3.000</td>
<td>0.000</td>
<td>3.000</td>
<td>$300.00</td>
<td>$900.00</td>
</tr>
<tr>
<td>8</td>
<td>2105-8425015</td>
<td>TOPSOIL, STRIP, SALVAGE+SPREAD</td>
<td>CY</td>
<td>3.000</td>
<td>0.000</td>
<td>3.000</td>
<td>$300.00</td>
<td>$900.00</td>
</tr>
<tr>
<td>9</td>
<td>2414-6425420</td>
<td>CONC BARRIER, PARAPET</td>
<td>LF</td>
<td>15.000</td>
<td>0.000</td>
<td>15.000</td>
<td>$90.00</td>
<td>$1,350.00</td>
</tr>
<tr>
<td>10</td>
<td>2102-2710070</td>
<td>EXCAVATION, CL 10, RDWY+BORROW</td>
<td>CY</td>
<td>33500.000</td>
<td>6600.000</td>
<td>40,000.000</td>
<td>$7.00</td>
<td>$280,000.00</td>
</tr>
<tr>
<td>11</td>
<td>2105-8425015</td>
<td>TOPSOIL, STRIP, SALVAGE+SPREAD</td>
<td>CY</td>
<td>6000.000</td>
<td>1000.000</td>
<td>7,000.000</td>
<td>$6.00</td>
<td>$42,000.00</td>
</tr>
<tr>
<td>12</td>
<td>2402-0425031</td>
<td>GRANULAR BACKFILL</td>
<td>CY</td>
<td>2957.000</td>
<td>262.000</td>
<td>3,219.000</td>
<td>$13.00</td>
<td>$41,847.00</td>
</tr>
<tr>
<td>13</td>
<td>2402-0425031</td>
<td>GRANULAR BACKFILL</td>
<td>CY</td>
<td>2957.000</td>
<td>262.000</td>
<td>3,219.000</td>
<td>$13.00</td>
<td>$41,847.00</td>
</tr>
<tr>
<td>14</td>
<td>2402-0425031</td>
<td>GRANULAR BACKFILL</td>
<td>CY</td>
<td>2957.000</td>
<td>262.000</td>
<td>3,219.000</td>
<td>$13.00</td>
<td>$41,847.00</td>
</tr>
<tr>
<td>15</td>
<td>2402-0425031</td>
<td>GRANULAR BACKFILL</td>
<td>CY</td>
<td>2957.000</td>
<td>262.000</td>
<td>3,219.000</td>
<td>$13.00</td>
<td>$41,847.00</td>
</tr>
<tr>
<td>16</td>
<td>2402-0425031</td>
<td>GRANULAR BACKFILL</td>
<td>CY</td>
<td>2957.000</td>
<td>262.000</td>
<td>3,219.000</td>
<td>$13.00</td>
<td>$41,847.00</td>
</tr>
<tr>
<td>17</td>
<td>2402-0425031</td>
<td>GRANULAR BACKFILL</td>
<td>CY</td>
<td>2957.000</td>
<td>262.000</td>
<td>3,219.000</td>
<td>$13.00</td>
<td>$41,847.00</td>
</tr>
<tr>
<td>18</td>
<td>2402-0425031</td>
<td>GRANULAR BACKFILL</td>
<td>CY</td>
<td>2957.000</td>
<td>262.000</td>
<td>3,219.000</td>
<td>$13.00</td>
<td>$41,847.00</td>
</tr>
<tr>
<td>19</td>
<td>2402-0425031</td>
<td>GRANULAR BACKFILL</td>
<td>CY</td>
<td>2957.000</td>
<td>262.000</td>
<td>3,219.000</td>
<td>$13.00</td>
<td>$41,847.00</td>
</tr>
<tr>
<td>20</td>
<td>2402-0425031</td>
<td>GRANULAR BACKFILL</td>
<td>CY</td>
<td>2957.000</td>
<td>262.000</td>
<td>3,219.000</td>
<td>$13.00</td>
<td>$41,847.00</td>
</tr>
<tr>
<td>21</td>
<td>2402-0425031</td>
<td>GRANULAR BACKFILL</td>
<td>CY</td>
<td>2957.000</td>
<td>262.000</td>
<td>3,219.000</td>
<td>$13.00</td>
<td>$41,847.00</td>
</tr>
<tr>
<td>22</td>
<td>2402-0425031</td>
<td>GRANULAR BACKFILL</td>
<td>CY</td>
<td>2957.000</td>
<td>262.000</td>
<td>3,219.000</td>
<td>$13.00</td>
<td>$41,847.00</td>
</tr>
<tr>
<td>23</td>
<td>2402-0425031</td>
<td>GRANULAR BACKFILL</td>
<td>CY</td>
<td>2957.000</td>
<td>262.000</td>
<td>3,219.000</td>
<td>$13.00</td>
<td>$41,847.00</td>
</tr>
<tr>
<td>24</td>
<td>2402-0425031</td>
<td>GRANULAR BACKFILL</td>
<td>CY</td>
<td>2957.000</td>
<td>262.000</td>
<td>3,219.000</td>
<td>$13.00</td>
<td>$41,847.00</td>
</tr>
<tr>
<td>25</td>
<td>2402-0425031</td>
<td>GRANULAR BACKFILL</td>
<td>CY</td>
<td>2957.000</td>
<td>262.000</td>
<td>3,219.000</td>
<td>$13.00</td>
<td>$41,847.00</td>
</tr>
<tr>
<td>26</td>
<td>2402-0425031</td>
<td>GRANULAR BACKFILL</td>
<td>CY</td>
<td>2957.000</td>
<td>262.000</td>
<td>3,219.000</td>
<td>$13.00</td>
<td>$41,847.00</td>
</tr>
<tr>
<td>27</td>
<td>2402-0425031</td>
<td>GRANULAR BACKFILL</td>
<td>CY</td>
<td>2957.000</td>
<td>262.000</td>
<td>3,219.000</td>
<td>$13.00</td>
<td>$41,847.00</td>
</tr>
<tr>
<td>28</td>
<td>2402-0425031</td>
<td>GRANULAR BACKFILL</td>
<td>CY</td>
<td>2957.000</td>
<td>262.000</td>
<td>3,219.000</td>
<td>$13.00</td>
<td>$41,847.00</td>
</tr>
<tr>
<td>29</td>
<td>2402-0425031</td>
<td>GRANULAR BACKFILL</td>
<td>CY</td>
<td>2957.000</td>
<td>262.000</td>
<td>3,219.000</td>
<td>$13.00</td>
<td>$41,847.00</td>
</tr>
</tbody>
</table>

**DIV 1 = Linn County Secondary Road Department (100%)**

**DIV 2 = Benton County (100%)**

### Total

- **Total (with 10% Contingency):** $1,825,289.95

### Linn County

- **Linn County Estimate (Div 1):** $1,413,287.50
- **10% Contingency:** $141,328.75
- **Linn County Total Estimate:** $1,554,616.25

### Benton County

- **Benton County Estimate (Div 2):** $204,567.00
- **10% Contingency:** $20,456.70
- **Benton County Total Estimate:** $224,023.70

### Cedar Rapids Water Department

- **Cedar Rapids Water Department Total Estimate:** $45,650.00
CITY AND COUNTY PROJECT AGREEMENT
CITY OF ALBURNETT BRIDGE INSPECTION

This agreement entered into this 12th day of November, 2020 by and between Linn County, Iowa, hereinafter referred to as County, and the city of Alburnett, hereinafter referred to as City.

WHEREAS, both County and City are a public agency as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, it is proposed to inspect, analyze, and prepare an inspection report, including a completed Iowa Structure Inventory and Appraisal Form, for the following city bridges:

1) FHWA bridge #222400, (Alburnett 2187)
   a. 48' X 32' Concrete slab bridge on Burnett Station Rd.

WHEREAS, the City Council has informed itself as to the proposed project and scope of work.

IT IS NOW AGREED by parties hereto as follows:

1. DURATION - This agreement shall commence on the date that both parties sign this agreement and shall continue thereafter until one party notifies the other party, in writing, of an intent to end the agreement.

2. PURPOSE - The purpose of this agreement is to accomplish the proposed project as described herein in accordance with the aforesaid scope of work and in agreement with conditions specified in this agreement.

3. The County Engineer shall be responsible for the administration of this project. General specifications for the project shall conform to the current Standard Specifications for Highway Bridges published by the American Association of State Highway and Transportation Officials.

4. The City and County agree to save and indemnify and keep harmless, each other against all liabilities, judgments, costs, and expenses which may in any way come against the County or City or which in any way result from carelessness or neglect of either party or its agents, employees or workmen in any respect whatsoever.

5. The City and County agree to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons arising out of any acts or omissions by the City or County, its agents, servants, or employees in the course of any work done in connection with any of the matters set forth in this agreement.
6. **MANNER OF FINANCING** - The total cost of the project shall include administrative fees and the contracted rate per bridge as shown in Attachment. The City will be notified of changes in contract and administrative fees and Attachment will be updated accordingly.
   a) The County shall initially finance the cost of the project.
   b) The City shall reimburse the County based on the rates stated above. Payment shall be made within thirty (30) days of receipt of invoice in form and sufficiency acceptable to the City.

7. **TERMINATION** –
   a) This agreement shall be considered binding upon the City and the County and shall not be terminated until the City or County has given written notification to the other party.

Executed in triplicate each of which shall constitute as original on this _____ day of ____________, ________.

---

**BOARD OF SUPERVISORS**  
LINN COUNTY, IOWA

__________________________

__________________________

__________________________

ATTEST:

__________________________

**CITY OF ALBURNETT**

__________________________

__________________________

__________________________

**ATTEST:**

__________________________

**LINN COUNTY AUDITOR**

__________________________

**ALBURNETT CITY CLERK**

__________________________
Bridge Inspection 28E Agreement
Linn County & City of Alburnett

Bridge # 222400

© Bridge to be inspected by Linn County
<table>
<thead>
<tr>
<th>City</th>
<th>#</th>
<th>Bridge ID</th>
<th>Notes</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alburnett</td>
<td>1</td>
<td>ALBURNETT 2187</td>
<td></td>
<td>$ 290.00</td>
</tr>
<tr>
<td>Bertram</td>
<td>2</td>
<td>000641</td>
<td></td>
<td>$ 480.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>BERTRAM 2230</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cedar Rapids</td>
<td>3</td>
<td>1803</td>
<td>All bridges are shared jurisdiction and are inspected and invoiced on the County cycle. 28E Agreement is needed</td>
<td>$ 385.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1031</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>796</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Center Point</td>
<td>5</td>
<td>CENTER POINT 1861</td>
<td></td>
<td>$ 1,050.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CENTER POINT 2659</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>CENTER PT 1870</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>CENTER PT.2756</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>LINN 2757</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Central City</td>
<td>1</td>
<td>CENTRAL CITY2450</td>
<td></td>
<td>$ 290.00</td>
</tr>
<tr>
<td>Coggon</td>
<td>1</td>
<td>CITY COGGON 1993</td>
<td>already inspected in 2020</td>
<td>$ 290.00</td>
</tr>
<tr>
<td>Ely</td>
<td>4</td>
<td>ELY 1944</td>
<td></td>
<td>$ 860.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ELY 1955</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>ELY 332</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>ELY 741</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fairfax</td>
<td>1</td>
<td>FAIRFAX NO 542</td>
<td></td>
<td>$ 290.00</td>
</tr>
<tr>
<td>Marion</td>
<td>1</td>
<td>29TH AVENUE</td>
<td>This bridge is shared jurisdiction and is inspected on the County cycle. 28E Agreement is needed for this inspection.</td>
<td>$ 195.00</td>
</tr>
<tr>
<td>Mount Vernon</td>
<td>2</td>
<td>MT VERNON 1127</td>
<td></td>
<td>$ 385.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1767</td>
<td>This bridge is shared jurisdiction and is inspected on the County cycle and both bridges can be invoiced (1.5 bridges) on the City cycle.</td>
<td></td>
</tr>
<tr>
<td>Palo</td>
<td>2</td>
<td>PALO 2257</td>
<td></td>
<td>$ 480.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PALO 2790</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Robins</td>
<td>3</td>
<td>009941</td>
<td></td>
<td>$ 670.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2304</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2330</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Springville</td>
<td>3</td>
<td>SPRINGVILLE 2114</td>
<td></td>
<td>$ 670.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SPRINGVILLE 2152</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SPRINGVILLE 340</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Walford</td>
<td>3</td>
<td>FLORENCE TWP-011650</td>
<td></td>
<td>$ 670.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>FLORENCE TWP-011660</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>WALFORD 1700</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Walker</td>
<td>5</td>
<td>WALKER 1700</td>
<td></td>
<td>$ 1,050.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>WALKER 1387</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>WALKER 2038</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>WALKER 2046</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>WALKER 618</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
LINN COUNTY ORDINANCE # _________________________

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, LINN COUNTY, IOWA
BY AMENDING PROVISIONS IN CHAPTER 105, ARTICLE III, ELECTRICAL INSTALLATIONS

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

SECTION 1. Chapter 105 of the Linn County Code of Ordinances is hereby amended to read as follows:

Chapter 105 – BUILDINGS AND BUILDING REGULATIONS
ARTICLE III – ELECTRICAL INSTALLATIONS


Except as hereinafter amended, there is hereby adopted as the electrical code of the county that certain electrical code known as the ICC Electrical Code—Administrative Provisions, 2006 edition (ICCEC) as promulgated by the International Code Council including the referenced National Electrical Code, 2020 edition, (NEC) as prepared and edited by the National Fire Protection Association, which codes are hereby specifically incorporated by reference and shall be known as the county electrical code. The provisions of said electrical code shall control the installation, alterations, repairs, removals, renewals, replacements, connection, disconnection and maintenance of all electrical equipment within the unincorporated limits of the county. For the purpose of this chapter, the term "electrical equipment" means all materials, wiring, conductors, fittings, devices, appliances, luminaires, signs and apparatus or parts thereof comprising an electrical system.

(Ord. No. 2-3-2015, § 6.1, 3-25-2015)

Sec. 105-32. · Amendments to the International Code Council Electrical Code (ICCEC).

Certain sections and portions of sections of the ICC Electrical Code—Administrative Provisions, 2006 edition, are hereby amended, deleted, modified or added to as more specifically set forth in the following sections of this chapter.

(1) Title. Insert the following into ICCEC Section 101.1, Title: Linn County, Iowa
(2) Permit expiration. Add the following to ICCEC, Section 403.2, Expiration (second unnumbered paragraph):

   Every permit issued under the provisions of this code shall expire one year from the date of issue, unless the application is accompanied by a construction schedule of specific longer duration, in which instance the permit may be issued for the term of the construction schedule. If the work has not been completed and approved prior to the expiration date of the permit, the owner or the owner's agent shall pay a renewal fee as set by the fee schedule. No further work shall be done until such fee is paid and the permit renewed. Renewal of the permit shall be granted one time only for a period of one year beginning at the permit expiration date, provided no changes have been made in plans or location. The nominal permit renewal fee shall be set by resolution of the board of supervisors. Work not complete at the expiration of the renewal shall require a new permit with fees based on the valuation of all uncompleted work.

(3) Permit fees. Delete ICCEC Section 404.2, Schedule of Permit Fees, and add the following:

   404.2. Schedule of Permit Fees. A fee for each permit shall be paid in accordance with the fee schedule as set by resolution by the board of supervisors.

(4) Work commencing prior to permit issuance. Delete ICCEC Section 404.3, replace with the following:

   Section 404.3. Work Commencing Prior Permit Issuance. Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, an investigation fee in addition to the permit fee shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code for the entire project commenced and shall not be limited to the amount of work completed prior to being informed of the permit requirements. The payment of the investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any additional penalties prescribed by law.

(5) Re-inspection fee. Add a new Section ICCEC 404.6:

   404.6. Re-inspection Fees. A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work for which inspection is called is not complete or when corrections called for are not made.

   The re-inspection fee shall be in accordance with the fee schedule as established by resolution by the board of supervisors.

(6) Penalties. Delete ICCEC Section 1003.1 and add the following:

   Section 1003.1. Penalties. Any person who fails to comply with the provisions of this code or who fails to carry out an order made pursuant to this code or violates any condition attached to a permit, approval or certificate shall be subject to enforcement and penalties in accordance with article II of chapter 1.

(7) Means of appeal. Delete ICCEC Chapter 11 in its entirety and add the following:


   Section 1101.1. Board of Appeals.

   In order to hear and decide appeals of order, decisions or determinations made by the building official relative to the applications and interpretations of this code, there shall be an electrical board of appeals consisting of five members, none of whom are employees of the county. One member shall be a licensed
electrical contractor; one member shall be a licensed electrician; one member shall be a graduate electrical engineer; one member shall be a private citizen; and one member shall be from a utility company furnishing electricity for residents of the county, all of whom shall be residents of the county. The building official or the building official's duly authorized representative shall be an ex officio member without vote and shall act as secretary of the board. Each appointment or new appointment shall be for a term of three years, with the terms of not more than two members to expire December 31 of any one year.

The electrical board of appeals shall be appointed by the board of supervisors, and shall serve without compensation, except mileage. The board shall adopt reasonable rules and regulations for conducting its investigations and shall render all decisions and findings in writing to the building official for appropriate distribution and filing.

The electrical board of appeals shall make recommendations from time to time to the board of supervisors for appropriate legislation with respect to the electrical regulations.

Section 1101.2 Limitations on Authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an at least equivalent method of protection or safety is proposed. The board shall have no authority to waive the requirements of this code.

Section 1101.3 Appeal Fee. A nominal fee for an appeal to the electrical board of appeals shall be in accordance with the electrical permit and inspection fee schedule as established by resolution by the board of supervisors.

(Ord. No. 2-3-2015, § 6.2, 3-25-2015)

Sec. 105-33. Amendments to the National Electrical Code (NEC).

Certain sections and portions of sections of the National Electrical Code, 2020 edition are hereby amended, deleted, modified or added to as more specifically set forth in the following sections of this chapter.

(1) Ground-fault circuit-interrupter for personnel. Delete the first sentence of section 210.8(A) and insert in lieu thereof the following sentence:

All 125-volt receptacles installed in locations specified in 210.8(A)(1) through 210.8(A)(11) shall have ground-fault circuit-interrupter protection for personnel.

(2) Service masts as supports. Delete section 230.28(A) and insert in lieu thereof the following new section:

Section 230.28(A). Where a service mast is used for the support of service drop conductors, the service raceway shall be a minimum of two-inch rigid galvanized steel conduit and possess the ability to withstand safely the strain imposed by the service-drop or overhead service conductors. Hubs intended for use with a conduit that serves as a service mast shall be identified for use with service-entrance equipment.

(3) Delete section 334.10 and insert in lieu thereof the following new section:

Section 334.10. Uses permitted. Type NM and type NMC cables shall be permitted to be used in the following, except as prohibited in 334.12.
(1) One and two family dwellings
(2) Multi-family dwelling structures containing not more than twelve dwelling units, except as prohibited in 334.12. For the purpose of this section, multi-family dwelling structures are buildings that contain only dwellings and no other uses.
(3) Structures and uses, accessory to dwelling units of numbers (1) and (2) above.

(4) Add the following to section 334.12(A)
   (11) For commercial, educational, ceremonial or public uses.
   (12) Uses not specified in 334.10


Sec. 105-34. - Limitations of regulations.

The provisions of I.C.A. § 331.304 provide exemptions from the application of electrical regulations.

Sec. 105-35. - Licensing.

(1) State electrical licensing. Electrical licensure shall be in accordance with I.C.A. Ch. 103.
   (a) No person shall perform electrical work as regulated by these the county electrical regulations, unless said person holds a current state "A" master or "A" journeyman license, a state residential electrician license, or a state apprentice license as provided in section 105-35 and a permit has been obtained for the work.
      Exception: Anyone who was licensed to perform electrical work in the county prior to December 31, 2007 and carries a state "B" master or "B" journeyman license shall continue to be qualified to work in the county as required by I.C.A. § 103.29-4.
   (b) Contractor's license required. No person shall engage in the business of contracting, planning or supervising electrical work as regulated by these electrical regulations within the jurisdiction of the county, unless such person is allowed under the provisions of I.C.A. Ch. 103, employs a state "A" master electrician, and has obtained a permit therefor from the building official according to the provisions of these electrical regulations.
      Exception: A contractor who was licensed to perform electrical work in the county prior to December 31, 2007 and carries a state contractor's license shall continue to be qualified to work in the county.

(Ord. No. 2-3-2015, § 6.5, 3-25-2015)

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 January 1, 2021 after its final passage, approval and publication as provided by law.
Public hearing and first consideration on the 23rd day of November, 2020

Second consideration on the 25th day of November, 2020

Third and final passage on the 2nd day of December, 2020.

Published in the Gazette on the ___ day of December, 2020.

LINN COUNTY BOARD OF SUPERVISORS

__________________________________
Chairperson

__________________________________
Supervisor

__________________________________
Supervisor

ATTEST:

__________________________________
Joel D. Miller, Linn County Auditor

STATE OF IOWA )
COUNTY OF LINN )

I, _________________________________, County Auditor of Linn County, Iowa, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors at a regular meeting of said Board held on ______________________, 2020 and published as provided by law on ______________________, 2020.

__________________________________
Linn County Auditor

Subscribed and sworn to me this _____ day of __________, 2020.

__________________________________
Notary Public, State of Iowa
RESOLUTION # _____________

ROAD NAME CHANGE

WHEREAS, the Board of Supervisors has proposed to change the name of Squaw Creek Cir in section 20-83-6 to Wanatee Creek Cir.

WHEREAS, the proposed street name has been reviewed and does not conflict with existing street names in unincorporated areas of Linn County, Iowa.

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors, Linn County, Iowa, this date having met in lawful session, that the name of Squaw Creek Cir be changed to Wanatee Creek Cir, Linn County, Iowa. The Board of Supervisors direct the Linn County Engineer to change the base map and notify all county offices, post offices and providers of emergency services of this change.

Moved by Supervisor ___________________ Seconded by Supervisor ___________________
that the above resolution be adopted this ___ day of __________________, 201__ by a vote of ___ aye ___ nay and ____ abstain from voting.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

______________________________
Chairperson

______________________________
Vice Chairperson

______________________________
Supervisor

ATTEST:

______________________________
Linn County Auditor