

BOARD OF SUPERVISORSDistrict 1 | **Stacey Walker**District 2 | **Ben Rogers**District 3 | **Louis J. Zumbach****JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER**

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

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LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Monday, July 11, 2022

11 a.m.

Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA**Call to Order****Public Comment: Five Minute Limit per Speaker**

This comment period is for the public to address topics on today's agenda.

Minutes

Discuss and decide on meeting minutes.

Discuss proposed multi-year Linn County radio system evergreen maintenance contract

Discuss a renewal agreement between Linn County Juvenile Detention & Diversion Services and Johnson County to provide Johnson County with an Alternative Detention Initiative Program.

Discuss JCN fiber relocation funding associated with the Bertram Bridge project.

Public Comment: Five Minute Limit per Speaker

This is an opportunity for the public to address the board on any subject pertaining to board business.

Payroll Authorizations

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

Claims

Discuss and decide on claims.

Correspondence**Appointments****Adjournment**

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

AGREEMENT
Johnson County Alternative Detention Initiative

THIS AGREEMENT, made between Johnson County, Iowa ("County"), and Linn County Juvenile Detention & Diversion Services ("Recipient/Agency").

This Agreement shall be subject to the following terms and conditions, to-wit:

I. SCOPE OF SERVICES

During the term of this Agreement, Recipient agrees to implement Detention Alternative Services (Alternative Detention Initiative South).

Recipient shall provide the following;

A. Alternative Detention Initiative (ADI South)

- Provide in-home detention services for a caseload of up to five Johnson County juveniles. Within 24 hours of a court order into the program, will meet with the Juvenile Court Officer, the parent and the juvenile to complete the intake. Will transport youth from detention to home upon discharge.
- Work collaboratively to identify, fulfill and refer ADI participants to supportive services including individual skill building, and cognitive restructuring.
- Follow all terms of the court order.
- Collaborate with all Johnson County law enforcement to assist with supervision of court order.
- Provide GPS "real-time" monitoring as indicated by the Court and Juvenile Court Officer.
- Provide daily in-person visits with the juvenile and their parent/guardian each week during level 1; four in-person visits per week at level 2 and 3 with one parent contact, three visits per week at level 4 with one parent contact and two visits per week during the transition phase. ADI worker will incorporate skill building based on youth's high- risk needs, at a minimum of once weekly, using an evidence-based model.
- During transition, make at least two (2) contacts with the juvenile and their parent/guardian each week.
- Maintain regular phone, in-person, and written contact with the youth's Juvenile Court Officer
- Assess and link youth and family to community resources.
- Provide 24-hour crisis intervention and/or referral services youth and families.
- Maintain contact with the juvenile's school, including the Student Family Advocate. Contact should be initiated when ADI services commence, prior to termination and as needed throughout services.
- Screen the juvenile for mental health issues, using a mutually agreed upon tool.
- Coordinate with Community and Family Resources for substance abuse screening
- If screening warrants a need, refer for further mental health & substance abuse assessments in consultation with the referring Juvenile Court Officer.
- Provide a weekly report to the Juvenile Court Officer.
- Provide Johnson County Juvenile Court Services with additional supports as requested and time warrants.
- Provide the Social Services Director with a monthly service & outcomes report.

II. FUNDING

- A. As its sole obligation under this Agreement, the County shall reimburse the recipient for costs incurred solely for the purpose of meeting Scope of Service activities outlined above and based on a mutually agreed upon budget, not to exceed \$75,000. The County will reimburse for services rendered, at a cost not to exceed \$43.63 per hour for direct service work provided solely for the Johnson County Alternative Detention Initiative Program. The hourly rate includes staff salary, benefits and 8% administration costs. The Recipient will bill the County for mileage, and actual cost of usage for ankle monitor devices, in addition to any lost or damaged units and equipment and finders fees.
- B. The Recipient shall submit a monthly invoice for payment to include all documentation following the approved budget. The County will reimburse the Recipient within 30 days of receipt of invoice.

III. GENERAL ADMINISTRATION

- A. On or before the 30th day of the month following the end of each calendar quarter, Recipient will provide to the Social Services Director and the Juvenile Court Supervisor a report in a format prescribed by the County. In addition, the recipient may be asked to provide additional documents including board minutes, financials reports and external audits.
- B. Duly authorized representatives of the County shall at all reasonable times, have access to and the right to inspect, copy, audit, and examine all financial books, records, and other documents of Recipient, and to make site visits and survey participants in order to evaluate and monitor the Recipient's programs. No report or publication resulting from any such inspection, audit, examination, site visit, or survey shall disclose the name or other identifying information concerning persons using Recipient's services.
- C. The County's sole responsibility hereunder shall be to provide the funds to Recipient in accordance with the terms of this Agreement. Nothing contained in this Agreement, nor any act or omission of the Recipient or the County, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture, or any association by reason of the Recipient's involvement with the County, nor shall the County have authority to direct the manner or means by which Recipient conducts activities.
- D. This contract may be terminated with a 30 day written notice by either party.
- E. Recipient shall not permit any of the following terms and practices:
 - I. To discharge from employment or refuse to hire any individual because of their race, creed, color, national origin, religion, age, sex, marital status, sexual orientation, gender identity, disability, or disability status.
 - II. To discriminate against any individual in terms, conditions, or privileges of employment because of their race, creed, color, national origin, religion, age, sex, marital status, sexual orientation, gender identity, disability, or disability status.
 - III. Deny to any person its services on the basis of race, creed, color, national origin, religion, age, sex, marital status, sexual orientation, gender identity, disability, or disability status.

IV. TERM

This Agreement shall commence on July 1, 2022 and terminate on June 30, 2023, except as provided herein. Contract renewal is contingent on the availability of funding and successful completion of scope of services and progress toward performance measures.

V. ASSIGNMENT

This Agreement may not be assigned by either party without prior written agreement of the other party.

VI. HOLD HARMLESS PROVISION

The Recipient shall indemnify, defend and hold harmless the County, its officers, employees and agents from all liability, loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from or incurred by reason of any actions based upon the negligent acts or omissions of the Recipient's officers, employees or agents during the performance of this Agreement.

VII CONDITIONAL STATUS

The Board of Supervisors may place an agency on conditional status when one or more serious problems are identified within the agency that puts its agreement with Johnson County in jeopardy. Problems may be in service delivery, board activity, agency administration, fiscal management, cooperation with other agencies, compliance with other government funders, or compliance with the Johnson County agreement. The Board of Supervisors may request that an external financial audit be performed, at the sole expense of the agency, if no audit records are available.

Following the placement of an agency on conditional status, the Social Services Director will meet with the agency director and/or board members to discuss the concerns/problems as identified by the contract manager. The Social Services Director will provide the agency with a written memo outlining the concerns/problems, specific corrective action steps, and time frames for completion. The agency will provide periodic reports and meet with the Social Services Director during this period to ensure that satisfactory progress is being made.

Funding may be withheld by Johnson County until the agency has completed or made sufficient progress on the action steps to correct the problems, as determined by the Social Services Director.

If an agency fails to meet the requirements of the Johnson County agreement and/or the action step memo within the appropriate timeframe as specified, the Board of Supervisors will cease county funding.

For Johnson County, Iowa:


Rhyceann Porter, Chairperson, Board of Supervisors Date

For Linn County

Name, Title, Date

Title

ATTEST:

 6/30/22
Travis Weipert, Auditor Date



Joint Communication Network – Talking Points

Monday, July 11, 2022

This discussion is related to a Linn County owned “utility” that is within the road right-of-way and needs to be relocated due to a bridge replacement project. The discussion is about who is responsible for the costs associated with the relocation. The Secondary Road Department treated this utility as any other utility that is within the County Right-of-Way.

- Linn County is part owner of the Joint Communication Network (JCN) with the City of Cedar Rapids and the City of Cedar Rapids Community School District
 - <https://www.linncountyiowa.gov/140/1878/Information-Technology>
 - 28E Agreement Attached (2006, 2009, 2015)
- The JCN is attached to the Bertram Road bridge that is currently under contract for replacement and is scheduled to start late 2022. The City of Cedar Rapids is willing to complete the relocation with their crews. They just need a confirmation on who is responsible for the costs, which have been approximated at \$40,000.
- This work was permitted 7/20/2009 through a utility permit. The permit indicates that the line would be buried and does not include attaching to the bridge. Attaching to the bridge is common as it decreases installation costs (boring versus attaching to the bridge; purchasing private easements, etc.).

LINN COUNTY SECONDARY ROAD DEPARTMENT UTILITY PERMIT			
APPLICANT: <u>City of Cedar Rapids</u> (Name of Owner/Company)			
<u>3851 River Ridge Drive NE</u> (Address)	<u>Cedar Rapids, IA</u> (City/State)	<u>52402</u> (Zip)	
Approval is hereby requested for the use of the right of way of Linn County Secondary Road			
<u>Bertram Road SE</u> beginning			
<u>0'</u> feet (Distance)	<u>South</u> (Direction)	from <u>intersection of Bertram Road SE and Mount Vernon Road SE</u> (Intersection, City, etc.)	
for the installation of <u>a 2" HPDE Duct with Fiber</u>			
for the transmission of <u>Data Communications</u>			
The installation shall consist of <u>burying a 2" HDPE SDR-11 Duct at 42" deep within the ROW along Mount Vernon</u> (Detailed description)			
<u>within the public ROW as shown on the attached drawings. A fiber optic cable(s) will be pulled into this duct.</u>			
SIZE <u>2"</u>	DEPTH <u>42"</u>	PARALLEL TO <u>Bertram Road SE</u> (Side Distance)	
Crossroad <u>Mount Vernon Road</u> and will be located as shown on the detailed plat attached hereto.			
COMPANY <u>City of Cedar Rapids, IA</u>			
SIGNATURE <u>Justin Wallig</u>			
PRINT NAME <u>Justin Wallig</u>			
TITLE <u>Network Technician III</u>			
TELEPHONE <u>(319) 286-5660</u>			
PERMISSION IS HEREBY GRANTED FOR THE ABOVE INSTALLATION IN ACCORDANCE WITH CURRENT LINN COUNTY ORDINANCE AND CODE OF IOWA AND BY RESOLUTION OF THE LINN COUNTY BOARD OF SUPERVISORS DATED AUGUST 11, 1993 FOR THE REGULATIONS, SPECIFICATIONS AND/OR CONDITIONS SET FORTH THEREIN.			
APPROVED <u>[Signature]</u>		DATED <u>7-20-09</u>	



- The 28E Agreement outlines ownership of the JCN. The agreement does not specify the 'Secondary Road Department' as being the owner. This is similar to property that County facilities are located on where the owner is 'Linn County'.

8. OWNERSHIP OF ASSETS

A. Conduit to be installed or used under this Agreement along existing roadway, on bridge structures, and with easements, including all conduit accesses, handholes, etc., shall be the property of the respective jurisdiction, either the County or the City, and shall be termed "Primary Conduit". Ownership is given to the respective jurisdiction in lieu of right of way access fees assessed to the other Parties in this Agreement (the City, County and CRCSD). All conduits that leave the roadway right of way or bridge structures to service a building or site of one of the participating Parties shall be the property of that

- This situation was handled as we do with any utility that is within the County Right-of-Way. We try to work around utilities and provide as much notice as possible if relocation is required. The Secondary Road Department will provide as much notice as possible for future JCN relocations due to Linn County projects.
- Is the JCN located when a 'One-Call' is performed?
- If not, what is the best way to determine if the JCN will be affected by a project?
 - <https://www.linncountyiowa.gov/140/1878/Information-Technology>
 - Is this map up to date?
- Are there future plans to expand the JCN to Secondary Road facilities?
- Does the 28E Agreement need to be revised to reflect how Linn County handles 'ownership' responsibilities?



Revised
CHAPTER 28E AGREEMENT
BETWEEN THE CITY OF CEDAR RAPIDS, IOWA
LINN COUNTY, IOWA
AND
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

WHEREAS, the City of Cedar Rapids (hereinafter referred to as "the City"), Linn County (hereinafter referred to as "the County") and the Cedar Rapids Community School District (hereinafter referred to as "CRCS") and collectively referred to as "the Parties", propose to construct and operate a Joint Fiber Optics Communication Network (hereinafter referred to as "the JCN"), to connect various Facilities (see attached Exhibit 5) within the City of Cedar Rapids and Linn County hereinafter referred to as ("the Project"), and

WHEREAS, this revised Agreement is intended to incorporate prior agreements between the parties as evidenced by an agreement dated May 10, 2006, and revised September 6, 2006, and revised September 23, 2009, and amended by an Addendum thereto signed March 26, 2008, and a separate agreement dated October 4, 2006, and

WHEREAS, Exhibit 5 of this Agreement replaces Exhibits 1 and 4 of previous agreements and includes the Phase II sites as referenced in the October 4, 2006, agreement, and

WHEREAS, the Parties desire to enter this revised Agreement hereinafter referred to as ("the Agreement") and have the following serve as the sole agreement effective as of the date herein stated below.

NOW THEREFORE BE IT HEREBY AGREED BY, BETWEEN AND AMONG the City, the County and the CRCS to enter into this Agreement pursuant to Chapter 28E of the Code of the State of Iowa, providing for cooperative action in constructing and maintaining the JCN as follows:

1. SCOPE OF WORK

A. Effective as of the Effective Date as set forth herein below, the Project shall consist of:

1. The design, construction, maintenance, and administration for the installation of the JCN. The Project includes the necessary engineering work for the acquisition of easements on private property, preparation of the plans, specifications, fiber optics outside plant design and cost opinion; letting and administration of the construction contracts; and inspection and testing of the construction work, and ongoing maintenance of the JCN facilities. Portions of the Project extend outside of the City of Cedar Rapids corporate boundaries. The City will seek all necessary rights and permissions from entities beyond its

corporate boundaries prior to authorizing work within those boundaries, such as Hiawatha, Marion and Linn County.

- B. The City shall be designated as the Project Administrator and shall have the following duties and responsibilities:
- I. The City is empowered to authorize design, construction, and changes for maintenance on behalf of the Parties, provided such changes are consistent with the overall Project intent and budget as agreed upon by the Parties. The City shall inform all Parties of changes as soon as practical.
 - II. When the City determines that a change is necessary regarding the JCN specifications or performance, or creates an expense greater than allowed by the approved budget, the City shall notify all Parties as soon as possible. Any Party can challenge a decision by the City and request a meeting with all Parties and put the matter to a *vote*. If a vote is taken, each Party will have one vote and a majority *vote* will prevail. All Parties should have a designated primary or alternate representative readily available to address such situations.
 - III. During design and construction phases, meetings will be held bi-weekly unless all Parties agree to an alternative schedule. All Parties agree to have representation at meetings, and will actively and timely respond to requests relative to the Project, including sharing of information and resources.
 - IV. The City will coordinate and authorize repairs and/or maintenance of infrastructure on behalf of the Parties as is necessary to restore or maintain the integrity of the infrastructure as designed. Any improvements or extension of the infrastructure beyond basic maintenance shall require approval by a majority of the Parties. The City shall notify the Parties via email at least quarterly and no more often than monthly, of all maintenance activities and costs, and shall maintain a record for audit purposes.
 - V. Certain fiber extensions connected to the JCN are designated non-maintenance segments for which no Party shall have any responsibility under this Agreement for administration or maintenance. These non-maintenance segments are listed in Exhibit 6.
 - VI. During the construction activity, the City shall arrange for weekly meetings with contractors, and all Parties shall be invited to attend. The City shall provide a written report of all decisions and outcomes discussed to all Parties and attendees

- C. The County and CRCSD shall provide timely advice and information to the City that will assist in the design and construction of the JCN.
- D. The Parties agree that as a result of an emergency due to force majeure or a manmade loss that the City shall have full authority to take whatever action is necessary to resolve the situation. The City will report the action to all Parties as soon as is practical.
- E. The Sites set forth in Exhibit 5, a copy of which is attached hereto and by this reference incorporated herein shall be served by the JCN.
- F. Any Party may add a location by paying for 100% of the costs to connect a site to the JCN. If any Party withdraws a location, it will do so in a manner that doesn't impact performance or incur cost to the other Parties. By unanimous agreement of the Parties, any Party may wholly pay for and alter any site. Any Party may add a building or site to their existing terminations without notifying the other Parties as long as it doesn't adversely impact the JCN.
- G. Exhibit 8 will be recalculated if any Party's mileage varies more than 10% over the life of the network.
- H. Any changes to the scope of work or the Project shall be implemented by written amendment to this Agreement executed by each entity that is a party hereto.

2. ADDITIONAL PHASES

- A. The building of the JCN will no longer use the term "Phases" as referenced in previous 28E Agreements. Phase I as referenced in the September 6, 2006, 28E Agreement was completed. Phase II sites as referenced in the October 4, 2006, 28E Agreement have been included in Exhibit 5 as agreed upon by the Parties.

3. DURATION; TERMINATION

- A. This Agreement shall commence on the date that all Parties have signed this Agreement, and shall continue thereafter until such time as it may be terminated as provided below.
- B. Any Party may, upon sixty (60) days written notice to the other Parties, terminate its participation in this Agreement upon payment in full of all amounts then obligated by such Party under this Agreement and upon agreement to the condition of termination outlined in Section 3.C below.
- C. As a condition for the termination of a Party's participation in this Agreement, the terminating Party must grant all reasonable and necessary continued

easements and continued use of JCN assets, fiber, conduit and associated apparatus in favor of the JCN and all non-terminating members, and shall execute all reasonable and necessary documents or other instruments when requested to grant such rights.

- D. Except as noted in Section 8.G and for the indemnification obligations arising under Section 4.A.IV of this Agreement, no Party shall have any obligations under this Agreement, including without limitation any payment obligations, after the date upon which such Party's termination is effective.
- E. This Agreement may be terminated, modified or extended at any time by the unanimous written agreement of all Parties. In the event of a termination by unanimous written agreement of all Parties, the assets will be liquidated or abandoned, and proceeds and all remaining funds of the JCN, will be equally distributed among the Parties.

4. PURPOSE

- A. The purpose of this Agreement is to accomplish the Project as described herein in accordance with the aforesaid scope of work and in agreement with conditions specified in this Agreement.
 - I. Subject to the provisions of Section 1.B, the City of Cedar Rapids shall be responsible for the administration of this project.
 - II. The City of Cedar Rapids, Linn County, or their respective authorized agents shall, be responsible for right-of-way plats, right-of-way appraisals, and right-of-way negotiations within their respective jurisdictions, subject to the approval of the respective jurisdiction
 - III. Either the City shall provide design, inspection, and operation of the JCN by City employees, or as may be agreed by all Parties, by way of a third-party engineer, the cost for which will be an Eligible Project Cost as defined herein at Section 5 entitled "Manner of Financing."
 - IV. The Parties agree and covenant that no claim or suit shall be made or brought against one another as it relates to the performance of the obligations created by this agreement, including construction, maintenance and operation of the JCN.
 - V. Subject to Section 4.A.IV above, each Party shall be individually responsible for their own legal fees and litigation expenses to defend any claim made by others and arising out of the Project and should such a claim result in an award of monetary damages, each Party shall contribute to the award amount according to its "Respective Construction/Maintenance Share" as determined in Section 5.A.

5. MANNER OF FINANCING

- A. As of the Effective Date, each Parties share of the costs for the Project and subsequent JCN enhancements shall be based on percentages calculated from conduit route miles and fibers for each Party. The costs are split into Respective Construction/Maintenance Share and Respective Fiber Share as set forth in Exhibits 8 and 9 respectively, and which are by this reference incorporated herein. All costs going forward referencing any sites and/or routes connected by previous 28E Agreements shall be as determined by this Agreement.
- B. Eligible Project Costs shall include and be limited to the following costs and expenses:
- I. The cost of construction shall be allocated as defined by Respective Construction/Maintenance Share or Exhibit 8 and shall include.
 1. Outside Plant Design, Fiber Optic Plant Design,
 2. Engineering, Acquisition of Easements.
 3. Preparation of Plans, Contract Administration, Letting and Administration of Construction Contracts, Inspection and Testing of Construction Work,
 4. Procurement of construction materials for outside plant, excluding fiber.
 - II. The cost of fiber cables shall be allocated as defined by Respective Fiber Share in Exhibit 9.
 - III. The cost of fiber, splicing, and terminations will be allocated to each Party based on actual assignment of fiber.
 - IV. The cost of maintenance shall be allocated as defined by the Respective Construction/Maintenance Share in Exhibit 8. Maintenance is defined as repairs and/or maintenance necessary to restore, maintain, or prevent damage to the integrity of the infrastructure. Maintenance begins when the affected Project segment has been accepted by the Project Administrator from the contractor.
 - V. The cost of Information Technology ("IT") will be allocated as defined by each Party's Respective Construction/Maintenance Share in Exhibit 8. The IT costs to be shared include JCN-dedicated hardware and all JCN-dedicated software, licenses and support fees, except for the initial costs for the fiber management software that will be paid for equally by the Parties. Payment responsibility for non-JCN-dedicated software and hardware and any other incidental costs for provisioning

services or maintenance shall be decided by a unanimous vote of the Parties.

VI. The cost of splicing, terminations and materials within a site structure will be allocated to each Party based on actual assignment of fibers.

- C. Invoices for "Eligible Project Costs" shall be delivered to the Project Administrator unless agreed otherwise. Payments for "Eligible Project Costs" shall be reimbursed within 60 days (or 120 days if Council or Board approval is required) of receiving the invoice from any of the Parties. Acquisition of assets defined within the scope of this Agreement by any Party/Parties shall be reimbursed based on this Agreement and the cost allocations in place at the time of the acquisition.
- D. Any funding by a Party or any other entity shall not create, convey, or grant any rights to the Project except as provided by this Agreement. The City shall coordinate its grant construction projects with the Project construction to reduce the costs for all Parties and to facilitate a two sheath design in the JCN.
- E. The Parties shall each contribute funds necessary to establish and maintain a contingency reserve fund that is derived and sustained by JCN revenues. Unless otherwise agreed to, the Parties will contribute to this fund in equal amounts.
 - I. The City shall manage a contingency reserve fund in a special revenue fund designated as JCN Revenue/Maintenance (CityCR, Linn County, and C.R. School district). Any earnings produced by the fund will be added to the fund balance. The City will provide quarterly reports to all Parties. These reports will detail current balance, interest earned for the period, and funds added/withdrawn since the last statement (with detailed transaction history – date and description). The report will also contain a detail balance page listing amounts allocated to each entity based upon the percentages as prescribed in the section 9A. Any use of funds other than directly related JCN maintenance costs will be approved by a unanimous vote of the Parties. The City will be allowed to return funds to each party in equal amounts as approved by a unanimous vote of the Parties.
 - II. If funds are removed from the fund for Maintenance/Construction purposes, the removed funds shall be repaid to the fund by the Parties and in the same percentages as prescribed in the Section 5 B (IV).

6. COST AND FUNDING OF THE PROPOSED PROJECT

- A. The Project cost estimate of the construction of the project, including engineering, conduit, fiber, equipment and construction is \$10,148,319. Project costs are outlined in Exhibit 7 which is by this reference incorporated herein. Construction is estimated to be completed by December 31, 2011. The above cost estimate excludes the following items in which costs will be the responsibility of the respective jurisdiction, unless noted otherwise:

I. Acquisition of right-of-way or easements in accordance with Section 5.B.1.2.

II. Operation and maintenance costs for Network Hardware and Software within a Party(s) facility.

B. The Parties recognize that the Project will span several budgetary fiscal years. Each Party agrees, subject to applicable law to budget funds in accordance set forth in Exhibits 8 and 9 with its funding obligations as outlined by Exhibit 7.

7. MAINTENANCE , OPERATION, ADMINISTRATIVE AND UTILITY COSTS

A. The Parties agree to share the responsibilities for the maintenance, operation, administration and utility costs of the Project under the following conditions and terms;

I. Subject to the provisions of Section 5, the City shall be responsible for the testing and monitoring of the JCN including terminations and splices, fiber optic cables, handholes, hubs, and conduit systems between facilities served by the Network.

II. The City shall be responsible for all maintenance of the Project, payment of all utility costs associated with the Project, and replacement of any and all equipment, software, infrastructure or other property incorporated into the Project should it be damaged or otherwise caused inoperable. The County and CRCSD shall reimburse the City for their "Respective Maintenance/Construction Share" as set forth in Exhibit 8, of the actual utility costs and the out-of-pocket replacement and all maintenance costs associated with the Project. The City will be reimbursed by all Parties for administrative cost for work that exceeds twenty (20) hours in any given month. Notwithstanding the foregoing, the City shall at its sole cost and expense, maintain, service and repair the second fiber sheath (sometimes referred to as "Sheath 2") designed for exclusive City use.

B. The Project Administrator shall submit to all Parties periodic invoicing of the utility, replacement, and maintenance costs upon which said reimbursement will be made. All Parties will promptly (within 30 days, unless otherwise agreed to by the Parties) remit all sums due upon receipt of such an invoice.

C. Maintenance, operation, and utility costs referred to previously herein, shall cover only those portions of the JCN as constructed per Exhibit 5. The maintenance and utility costs for any site, building or structure shall be the responsibility of the Party that owns, leases, rents or otherwise occupies the

facility. Each Party shall have the responsibility to pre-test any troubles before involving the Project Administrator for maintenance.

- I. During the Maintenance Period, (herein defined as when the JCN segment(s) is accepted by the Project Administrator on behalf of all Parties) expenses related to the JCN will be paid for as follows:
 1. All locates up to the building entrance are the responsibility of the Project Administrator and reimbursed according to the Respective Construction/Maintenance Share.
 2. Any non-maintenance cost incurred by a Party for the benefit of that Party requires the majority approval of all Parties. Those costs will be paid for by the requesting Party.
 3. For any costs related to a segment of the JCN serving a non-Party, a portion of the expenses associated with this segment will be reimbursed to the Parties by the non-Party according to the agreement in place with the Parties and the non-Party. The remaining balance of costs will be paid by the Parties served by the segment in amounts proportional to their Construction/Maintenance Share set forth in Exhibit 8.

- II. The City as Project Administrator will both bill and reimburse other Parties for JCN expenses.

- D. The Parties shall review maintenance costs including past costs and anticipated future expenditures in 2013 and biennial thereafter. The intent of the reviews is to recommend new maintenance practices and to adjust Exhibit 8 to as-built mileages.
- E. When 95% of the sites in Exhibit 5 are served by the JCN or December 1, 2011, whichever comes first, Exhibit 8 will be adjusted to as-built mileage.

8. OWNERSHIP OF ASSETS

- A. Conduit to be installed or used under this Agreement along existing roadway, on bridge structures, and with easements, including all conduit accesses, handholes, etc., shall be the property of the respective jurisdiction, either the County or the City, and shall be termed "Primary Conduit". Ownership is given to the respective jurisdiction in lieu of right of way access fees assessed to the other Parties in this Agreement (the City, County and CRCSD). All conduits that leave the roadway right of way or bridge structures to service a building or site of one of the participating Parties shall be the property of that

Party, and shall be termed "Feeder Conduit."

- B. Fibers and associated apparatus installed to any building or site for the exclusive use of a Party, excluding any other fibers, in the Feeder Conduit to the first point of termination or splice, shall be the property of the Party that owns or leases the building and shall be termed "Feeder Fiber."
- C. All fiber in Primary Conduit and associated apparatus shall be an integral part of the JCN and is not owned by any Party.
- D. Fiber and Conduit installed under previous 28E Agreements and was deemed "Traffic Fiber" is hereby now designated as the being part of the JCN and being treated in the same manner as Sheath 2 as shown on Section 8(E) designed for exclusive City use.
- E. Fibers in the JCN will be assigned as follows:

Tube Assignments		
Sheaths	Tube	Assignment
Sheath 1 72 Fibers	1	City
	2	City
	3	City
	4	County
	5	County
	6	CRCSD
Sheath 1 Expanded to 144 Fibers	7	CRCSD
	8	PSAP
	9	JCN Spare
	10	JCN Spare
	11	JCN Spare
	12	JCN Spare
Sheath 2 48 Fibers	13	City
	14	City
	15	City
	16	City
PSAP Note = 1/2 County + 1/2 City		

- F. Use of fibers designated "JCN Spare" by any Party requires an agreement with unanimous approval of the other Parties. Any permanent reassignment

of the JCN Spare may result in the construction/maintenance cost schedule revision due to shift in fiber percentages as shown in Exhibits 8 and 9.

- G. Should a Party decide to sell a property (either the land parcel, building, site, Feeder Conduit and/or Feeder Fiber) that would impact the access, integrity or operation of the Project, the Party shall be responsible for all expenses necessary to reroute Feeder Conduit and Feeder Fiber, such that it would maintain access, integrity and operation of the JCN after the sale of the property and/or the termination of its participation in the JCN. The sale of the Feeder Conduit and/or Feeder Fiber shall be offered to the remaining Parties *at* a reasonable cost under right of first refusal conditions.
- H. No Party shall resell or provide use of JCN assigned (as shown in 8E chart) tubes 1 through 8 to any non-JCN entity. No Party shall connect JCN Spare tubes 9 and above, excluding Sheath 2 (shown as 48 count tubes 13 through 16 from the original build), to any entity for service without the prior unanimous agreement of all Parties.

9. ADDITIONAL NON-PARTY ENTITIES

- A. Use of fibers designated JCN Spare by an entity other than the City, County, and CRCSD may be granted through the execution of an Indefeasible Right of Use ("IRU") agreement or other terms. An agreement covering the IRU shall be presented to each Party in this Agreement (City, County and CRCSD) for unanimous approval. Revenue will be distributed equally amongst the Parties. The IRU shall specify whether ownership of the Feeder Conduit and Feeder Fiber is with JCN or otherwise. The IRU shall not allow sublet or transfer of any IRU rights to another entity.
- 8. No Party may request or otherwise encumber other Parties without a signed letter of agency specifically granting permission beyond the scope of the 28E.
- C. A Non-Party Entity served by the Network does not have Party voting rights and does not have authority or decision making authority with the Network operation or maintenance.

10. EFFECTIVE DATE

This Agreement shall be in full force and effect upon execution by all three signatories listed below as of the date of the last signature and shall remain in effect until such time as it may be further amended by agreement of the City of Cedar Rapids, Linn County and Cedar Rapids Community School District or terminated in accordance with the terms hereof.

11. FILING AND RECORDING

The City shall file this Agreement with the Iowa Secretary of State and record it with the Linn County Recorder.

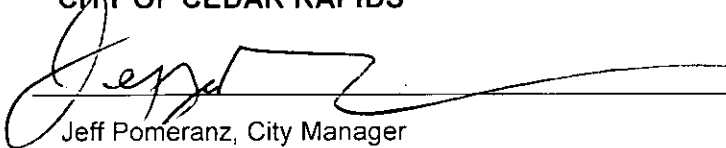
12. ADMINISTRATION OF AGREEMENT

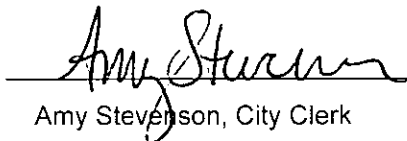
The City as the Project Administrator shall administer this Agreement. No new or separate legal or administrative entity is created by the Agreement.

13. SIGNATURES

Signed this 4th day of August, 2015.

CITY OF CEDAR RAPIDS

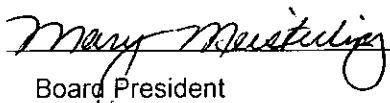

Jeff Pomeranz, City Manager Date 8/4/15

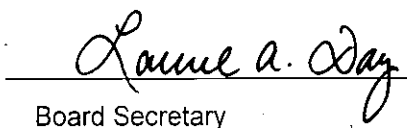

Amy Stevenson, City Clerk Date 8-12-15

LINN COUNTY


Chairperson Date 8.5.15

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT


Board President Date 8-10-15


Board Secretary Date 8-10-15

**EXHIBIT 5
FOR
SEPTEMBER 2009 REVISED
CHAPTER 28E AGREEMENT
BETWEEN THE CITY OF CEDAR RAPIDS, IOWA,
LINN COUNTY, IOWA,
AND
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
FOR
JOINT FIBER OPTICS COMMUNICATION NETWORK**

JURISDICTION	SITENAME	ADDRESS	CITY
City - IT	Public Works	1201 6th St SW	Cedar Rapids
City - IT	Police	SOS 1st St SW	Cedar Rapids
City - IT	Water	1111 Shaver Rd NE	Cedar Rapids
City - IT	WPC	7525 Bertram Rd SE	Cedar Rapids
City - IT	Transit Annex	423 5th St NW	Cedar Rapids
City - IT	EIDC(Eastern Iowa Data Center)	Marion, IA -	Marion
City - IT	Fire Station #1/Central	222 3rd St NW	Cedar Rapids
City - IT	City Hall	50 2nd Ave Bridge	Cedar Rapids
City - IT	Bus	427 8th St NW	Cedar Rapids
City - IT	Ambroz	2000 Mt Vernon Rd SE	Cedar Rapids
City - IT	Fire Station #2	442 50th Ave Ct SW	Cedar Rapids
City - IT	Fire Station #3	1424 B Ave NE	Cedar Rapids
City - IT	Fire Station #4	3600 42nd St NE	Cedar Rapids
City - IT	Parks Operations Building	3601 42nd St NE	Cedar Rapids
City - IT	Fire Station #6	2416 Mt Vernon Rd SE	Cedar Rapids
City - IT	Fire Station #5	509 Wilson Ave SW	Cedar Rapids
City - IT	Fire Station #7	206 29th St NE	Cedar Rapids
City - IT	Fire Station #8	100 Wiley Blvd SW	Cedar Rapids
City - IT	Fire Station #9	415 Broderick Dr NE	Cedar Rapids
City - IT	Golf-Twin Pines Clubhouse	3800 42nd St NE	Cedar Rapids
City - IT	Pool-Cherry Hill Park	341 Stoney Pt Rd NW	Cedar Rapids
City - IT	Recreation-Maint Building	1150 Ellis Ln NW	Cedar Rapids
City - IT	Pool-Ellis	2000 Ellis Blvd NW	Cedar Rapids
City - IT	Park-Noelridge Greenhouse	4200 Council St NE	Cedar Rapids
City - IT	Pool-Noelridge		Cedar Rapids
City - IT	Pool-Bever Park	2700 Bever Ave SE	Cedar Rapids
City - IT	Pool-Bender	940 14th Ave SE	Cedar Rapids
City - IT	Pool-Jones Park	201 Wilson Ave SW	Cedar Rapids
City - IT	Golf-Ellis Clubhouse	1401 Zika Ave NW	Cedar Rapids
City - IT	Golf-Jones Clubhouse	2901 Fruitland Blvd. SW	Cedar Rapids

JURISDICTION	SITENAME	ADDRESS	CITY
City - IT	Golf-Gardner Clubhouse		Marion
City - IT	Parks Maintenance	916 Ellis Ln NW	Cedar Rapids
City - IT	Transit-GTC	145 Transit Way SE	Cedar Rapids
City - IT	Parkade-4th Ave	349 4th Ave SE	Cedar Rapids
City - IT	Parkade-1st St	2011st St SE	Cedar Rapids
City - IT	Parkade-5 Seasons	400 1st Ave NE	Cedar Rapids
City - IT	Ushers Ferry Historic Village	5925 Seminole Valley Trail NE	Cedar Rapids
City - IT	Ellis Boat Harbor	Ellis Blvd.	Cedar Rapids
City - IT	PD Substation	1500 1st Ave SE	Cedar Rapids
City - IT	City Hall North	3851 River Ridge DR NW	Cedar Rapids
City - TED	33RD AVE	EDGEWOOD RD	Cedar Rapids
City - TED	37TH AVE	EDGEWOOD RD	Cedar Rapids
City - TED	29TH AVE	EDGEWOOD RD	Cedar Rapids
City - TED	EDGEWOOD RD	WILSON AVE	Cedar Rapids
City - TED	EDGEWOOD RD	WESTDALE DR	Cedar Rapids
City - TED	EDGEWOOD RD	WILLIAMS BLVD	Cedar Rapids
City - TED	WILLIAMS BLVD	WILSON AVE	Cedar Rapids
City - TED	WILLIAMS BLVD	WESTDALE DR	Cedar Rapids
City - TED	WILLIAMS BLVD	WILEY BLVD	Cedar Rapids
City - TED	WILEY BLVD	WILSON AVE	Cedar Rapids
City - TED	16TH AVE	WILEY BLVD	Cedar Rapids
City - TED	16TH AVE	EDGEWOOD RD	Cedar Rapids
City - TED	16TH AVE	STONE POINT RD	Cedar Rapids
City - TED	1ST AVE W	WILEY BLVD	Cedar Rapids
City - TED	JOHNSON AVE	WILEY BLVD	Cedar Rapids
City - TED	1ST AVE W	EDGEWOOD RD	Cedar Rapids
City - TED	12TH AVE	EDGEWOOD RD	Cedar Rapids
City - TED	16TH AVE	WEST POST RD	Cedar Rapids
City - TED	WILLIAMS BLVD	TRENT ST	Cedar Rapids
City - TED	EDGEWOOD RD	JOHNSON AVE	Cedar Rapids
City - TED	EDGEWOOD RD	E AVE	Cedar Rapids
City - TED	EDGEWOOD RD	FAVE	Cedar Rapids
City - TED	EDGEWOOD RD	O AVE	Cedar Rapids
City - TED	16TH AVE	WILLIAMS BLVD	Cedar Rapids
City - TED	16TH AVE	KMART ENTRANCE	Cedar Rapids
City - TED	1ST AVE W	18TH ST	Cedar Rapids
City - TED	16TH AVE	18TH ST	Cedar Rapids
City - TED	1ST AVE W	16TH ST	Cedar Rapids
City - TED	1ST AVE W	13TH ST	Cedar Rapids
City - TED	1ST AVE W	10TH ST	Cedar Rapids
City - TED	1ST AVE W	6TH ST	Cedar Rapids
City - TED	1ST AVE W	5TH ST	Cedar Rapids
City - TED	1ST AVE W	L ST	Cedar Rapids
City - TED	2ND AVE	6TH ST	Cedar Rapids
City - TED	3RD AVE	6TH ST	Cedar Rapids
City - TED	5TH AVE	6TH ST	Cedar Rapids
City - TED	8TH AVE	6TH ST	Cedar Rapids

JURISDICTION	SITENAME	ADDRESS	CITY
City - TED	16TH AVE	6TH ST	Cedar Rapids
City - TED	16TH AVE	6TH ST	Cedar Rapids
City - TED	6TH ST	WILSON AVE	Cedar Rapids
City - TED	33RD AVE	6TH ST	Cedar Rapids
City - TED	33RD AVE	1-380 (WEST)	Cedar Rapids
City - TED	33RD AVE	1-380 (EAST)	Cedar Rapids
City - TED	WILSON AVE	JST	Cedar Rapids
City - TED	3RD ST	WILSON AVE	Cedar Rapids
City - TED	LST	WILSON AVE	Cedar Rapids
City - TED	6TH ST	SOTHA VE CT	Cedar Rapids
City - TED	6TH ST	WACONIA AVE	Cedar Rapids
City - TED	6TH ST	60TH AVE	Cedar Rapids
City - TED	6TH ST	WRIGHT BROTHERS BLVD	Cedar Rapids
City - TED	KIRKWOOD BLVD	66TH AVE	Cedar Rapids
City - TED	KIRKWOOD BLVD	KIRKWOOD CT	Cedar Rapids
City - TED	KIRKWOOD BLVD	MILLER AVE	Cedar Rapids
City - TED	KIRKWOOD BLVD	HWY 30 EB RAMPS	Cedar Rapids
City - TED	BOWLING ST	HWY 30	Cedar Rapids
City - TED	C ST	HWY 30 WB RAMPS	Cedar Rapids
City - TED	CST	HWY 30 EB RAMPS	Cedar Rapids
City - TED	C ST	ELY RD	Cedar Rapids
City - TED	CST	MCLEOD ENT	Cedar Rapids
City - TED	JST	27TH AVE	Cedar Rapids
City - TED	27TH AVE	BOWLING ST	Cedar Rapids
City - TED	C ST	12TH, 15TH, 16TH AVE	Cedar Rapids
City - TED	12TH AVE	2ND ST	Cedar Rapids
City - TED	12TH AVE	3RD ST	Cedar Rapids
City - TED	12TH AVE	10TH ST	Cedar Rapids
City - TED	12TH AVE	7TH ST	Cedar Rapids
City - TED	LST	DIAGONAL DR	Cedar Rapids
City - TED	3RD ST	DIAGONAL DR	Cedar Rapids
City - TED	1ST ST	DIAGONAL DR	Cedar Rapids
City - TED	8TH AVE	1ST ST	Cedar Rapids
City - TED	8TH AVE	1ST ST	Cedar Rapids
City - TED	8TH AVE	3RD ST	Cedar Rapids
City - TED	3RD AVE	1ST ST	Cedar Rapids
City - TED	2ND AVE	1ST ST	Cedar Rapids
City - TED	STAVE W	ST ST	Cedar Rapids
City - TED	STAVE W	3RD ST	Cedar Rapids
City - TED	2ND AVE	3RD ST	Cedar Rapids
City - TED	3RD AVE	3RD ST	Cedar Rapids
City - TED	STAVE E	ST ST	Cedar Rapids
City - TED	2ND AVE	ST ST	Cedar Rapids
City - TED	3RD AVE	ST ST	Cedar Rapids
City - TED	STHAVE	ST ST	Cedar Rapids
City - TED	STAVE E	2ND ST	Cedar Rapids
City - TED	2ND AVE	2ND ST	Cedar Rapids

JURISDICTION	SITENAME	ADDRESS	CITY
City - TED	3RD AVE	2ND ST	Cedar Rapids
City - TED	STAVE E	3RD ST	Cedar Rapids
City - TED	2NDAVE	3RD ST	Cedar Rapids
City - TED	3RD AVE	3RD ST	Cedar Rapids
City - TED	4TH AVE	3RD ST	Cedar Rapids
City - TED	STHAVE	3RD ST	Cedar Rapids
City - TED	4TH AVE	STH ST	Cedar Rapids
City - TED	3RD AVE	STH ST	Cedar Rapids
City - TED	2NDAVE	STH ST	Cedar Rapids
City - TED	STAVE E	STH ST	Cedar Rapids
City - TED	8TH AVE	6TH ST	Cedar Rapids
City - TED	8TH AVE	7TH ST	Cedar Rapids
City - TED	8TH AVE	8TH ST	Cedar Rapids
City - TED	8TH AVE	OTH ST	Cedar Rapids
City - TED	AAVE	7TH ST	Cedar Rapids
City - TED	STAVE E	7TH ST	Cedar Rapids
City - TED	STAVE E	8TH ST	Cedar Rapids
City - TED	AAVE	8TH ST	Cedar Rapids
City - TED	AAVE	OTH ST	Cedar Rapids
City - TED	STAVE E	10TH ST	Cedar Rapids
City - TED	2NDAVE	OTH ST	Cedar Rapids
City - TED	3RD AVE	10TH ST	Cedar Rapids
City - TED	4TH AVE	OTH ST	Cedar Rapids
City - TED	STHAVE	OTH ST	Cedar Rapids
City - TED	2NDAVE	8TH ST	Cedar Rapids
City - TED	MOUNT VERNON RD	STH ST	Cedar Rapids
City - TED	MOUNT VERNON RD	19TH ST	Cedar Rapids
City - TED	MOUNT VERNON RD	19TH ST	Cedar Rapids
City - TED	MOUNT VERNON RD	25TH ST	Cedar Rapids
City - TED	MOUNT VERNON RD	26TH ST	Cedar Rapids
City - TED	MOUNT VERNON RD	MEMORIAL DR	Cedar Rapids
City - TED	MOUNT VERNON RD	ALL SAINTS SCHOOL	Cedar Rapids
City - TED	MOUNT VERNON RD	34TH ST	Cedar Rapids
City - TED	MOUNT VERNON RD	38TH ST	Cedar Rapids
City - TED	MOUNT VERNON RD	42ND ST	Cedar Rapids
City - TED	STAVE E	12TH ST	Cedar Rapids
City - TED	STAVE E	13TH ST	Cedar Rapids
City - TED	STAVE E	STH ST	Cedar Rapids
City - TED	STAVE E	16TH ST	Cedar Rapids
City - TED	STAVE E	19TH ST	Cedar Rapids
City - TED	3RD AVE	19TH ST	Cedar Rapids
City - TED	2NDAVE	STH ST	Cedar Rapids
City - TED	2NDAVE	13TH ST	Cedar Rapids
City - TED	STAVE E	COTTAGE GROVE AVE	Cedar Rapids
City - TED	STAVE E	24TH ST	Cedar Rapids
City - TED	STAVE E	27TH ST	Cedar Rapids
City - TED	STAVE E	29TH ST	Cedar Rapids

JURISDICTION	SITENAME	ADDRESS	CITY
City - TED	STAVE E	32ND ST	Cedar Rapids
City - TED	3324 ST AVE E	FIRE STATION NO. 7	Cedar Rapids
City - TED	STAVE E	35TH ST	Cedar Rapids
City - TED	STAVE E	38TH ST	Cedar Rapids
City - TED	STAVE E	40TH ST	Cedar Rapids
City - TED	STAVE E	LINDALE PLAZA	Cedar Rapids
City - TED	STAVEE	COLLINS RD	Cedar Rapids
City - TED	COLLINS RD	TWXT TOWN RD	Cedar Rapids
City - TED	COLLINS RD	LINDALE DR	Cedar Rapids
City - TED	COLLINS RD	NORTHLAND AVE	Cedar Rapids
City - TED	COLLINS RD	CAVE	Cedar Rapids
City - TED	CAVE	BLAIRS FERRY RD	Cedar Rapids
City - TED	CAVE	ASHTON PL AND BRENTWOOD DR	Cedar Rapids
City - TED	CAVE	BOYSON RD	Cedar Rapids
City - TED	BOYSON RD	BOWMAN SCHOOL	Cedar Rapids
City - TED	BLAIRS FERRY RD	ROCKWELL DR	Cedar Rapids
City - TED	FAVE	COLLINS RD	Cedar Rapids
City - TED	COLLINS RD	ROCKWELL DR	Cedar Rapids
City - TED	FAVE	OLD MARION RD	Cedar Rapids
City - TED	COLLINS RD	COUNCIL ST	Cedar Rapids
City - TED	COUNCIL ST	SIST ST	Cedar Rapids
City - TED	BLAIRSFERRY RD	COUNCIL ST	Cedar Rapids
City - TED	SIST ST	CENTER POINT RD	Cedar Rapids
City - TED	COLLINS RD	CENTER POINT RD (NORTH)	Cedar Rapids
City - TED	COLLINS RD	CENTER POINT RD (SOUTH)	Cedar Rapids
City - TED	EDGEWOOD RD	ELLIS BLVD	Cedar Rapids
City - TED	EDGEWOOD RD	GLASS RD	Cedar Rapids
City - TED	42ND ST	EDGEWOOD RD	Cedar Rapids
City - TED	EDGEWOOD RD	NORTH RIVER BLVD	Cedar Rapids
City - TED	EDGEWOOD RD	COLLINS RD	Cedar Rapids
City - TED	HWY 100	1-380 (NW)	Cedar Rapids
City - TED	HWY 100	1-380 (SW)	Cedar Rapids
City - TED	HWY 100	1-380 (NE)	Cedar Rapids
City - TED	HWY 100	1-380 (SE)	Cedar Rapids
City - TED	42ND ST	WENIG RD	Cedar Rapids
City - TED	42ND ST	MARILYN DR	Cedar Rapids
City - TED	42ND ST	1-380 (WEST)	Cedar Rapids
City - TED	42ND ST	1-380 (EAST)	Cedar Rapids
City - TED	42ND ST	CENTER POINT RD	Cedar Rapids
City - TED	42ND ST	COUNCIL ST	Cedar Rapids
City - TED	32ND ST	CENTER POINT RD	Cedar Rapids
City - TED	32ND ST	OAKLAND RD	Cedar Rapids
City - TED	HOLLYWOOD BLVD	OAKLAND RD	Cedar Rapids
City - TED	32ND ST	1-380 (WEST)	Cedar Rapids
City - TED	32ND ST	1-380 (EAST)	Cedar Rapids
City - TED	29TH ST	1-380 (WEST)	Cedar Rapids
City - TED	29TH ST	1-380 (EAST)	Cedar Rapids

JURISDICTION	SITENAME	ADDRESS	CITY
City - TED	29TH ST	CENTER POINT RD	Cedar Rapids
City - TED	29TH ST	OAKLAND RD	Cedar Rapids
City - TED	OAKLAND RD	K AVE	Cedar Rapids
City - TED	CENTER POINT RD	J AVE	Cedar Rapids
City - TED	HAVE	1-380 (WEST)	Cedar Rapids
City - TED	HAVE	1-380 (EAST)	Cedar Rapids
City - TED	HAVE	CENTER POINT RD	Cedar Rapids
City - TED	OAKLAND RD	HAVE	Cedar Rapids
City - TED	GAVE	CENTER POINT RD	Cedar Rapids
City - TED	LAVE	ELLIS BLVD	Cedar Rapids
City - TED	FAVE	ELLIS BLVD	Cedar Rapids
City - TED	29TH ST	WILSON AVE	Cedar Rapids
City - TED	22ND ST	JOHNSON AVE	Cedar Rapids
City - TED	JOHNSON AVE	SHORT ST	Cedar Rapids
City - TED	STAVEW	JOHNSON AVE	Cedar Rapids
City - TED	FAVE	WILEY BLVD	Cedar Rapids
City - TED	6TH ST	76TH AVE	Cedar Rapids
City - TED	EDGEWOOD RD	ST JUDES SCHOOL	Cedar Rapids
City - TED	MOUNT VERNON RD	EAST POST RD	Cedar Rapids
City - TED	20TH AVE	EDGEWOOD RD	Cedar Rapids
City - TED	EDGEWOOD RD	WB HWY 30	Cedar Rapids
City - TED	3RD AVE	7TH ST	Cedar Rapids
City - TED	3RD AVE	8TH ST	Cedar Rapids
City - TED	6TH ST	66TH AVE	Cedar Rapids
City - TED	KIRKWOOD BLVD	76TH AVE	Cedar Rapids
City - TED	BOYSON RD	COUNCIL ST	Cedar Rapids
City - TED	STAVEE	4TH ST	Cedar Rapids
City - TED	3RD AVE	PARK CT	Cedar Rapids
City - TED	19TH ST	BEVER AVE	Cedar Rapids
City - TED	E AND F AVE	ST ST	Cedar Rapids
City - TED	SAVE	2ND ST	Cedar Rapids
City - TED	ST	2ND AVE	Cedar Rapids
City - TED	ST	3RD AVE	Cedar Rapids
City - TED	8TH AVE	2ND ST	Cedar Rapids
City - TED	19TH ST	WASHINGTON AVE	Cedar Rapids
City - TED	CAVE	Rockwell-Collins	Cedar Rapids
City - TED	CAVE	BERKSHIRE DR	Cedar Rapids
City - TED	EDGEWOOD RD	HYVEE ENTRANCE	Cedar Rapids
City - TED	EDGEWOOD RD	BEVERLY RD	Cedar Rapids
City - TED	COLLINS RD	NORTHLAND SQUARE	Cedar Rapids
City - TED	WILLIAMS BLVD	MENARDS ENTRANCE	Cedar Rapids
City - TED	E AND F AVENUES	1-380 AND ST ST	Cedar Rapids
City - TED	CAVE	Berkshire Dr	Cedar Rapids
City - TED	8TH AVE	WILLIAMS BLVD	Cedar Rapids
City - TED	16TH AVE	JACOLYN DR	Cedar Rapids
City - TED	20TH AVE	WILEY BLVD	Cedar Rapids
City - TED	EDGEWOOD RD	EDGEWOOD PKWY	Cedar Rapids

JURISDICTION	SITENAME	ADDRESS	CITY	
City - TED	WILEY BLVD	WESTDALE ENT	Cedar Rapids	
City - TED	HWY 100	EDGEWOOD RD	Cedar Rapids	
City - TED	BLAIRS FERRY RD	USHERS FERRY RD	Cedar Rapids	
City - TED	BLAIRS FERRY RD	MILBURN RD	Cedar Rapids	
City - TED	WRIGHT BROTHERS BLVD	1-380	Cedar Rapids	
City - TED	WRIGHT BROTHERS BLVD	1-380	Cedar Rapids	
City - TED	BLAIRS FERRY RD	CENTER POINT RD	CR/Hiawatha	
City - TED	BLAIRS FERRY RD	NORTH TOWNE PLACE	CR/Hiawatha	
City - TED	BLAIRS FERRY RD	1-380 (EAST)	CR/Hiawatha	
City - TED	BLAIRS FERRY RD	1-380 (WEST)	CR/Hiawatha	
City - TED	BLAIRS FERRY RD	10TH AVE	CR/Hiawatha	
City - TED	BLAIRS FERRY RD	13TH AVE	CR/Hiawatha	
City - TED	WILLIAMS BLVD	STONE POINT RD	CR/Hiawatha	
City - TED	BLAIRS FERRY RD	EDGEWOOD RD	CR/Hiawatha	
City - TED	BLAIRS FERRY RD	NORTHLAND AVE	CR/Hiawatha	
City - TED	CAVE	EAST ROBINS RD	CR/Hiawatha	
City-Water	Water Purification Plant-Ellis	7807 Ellis Rd NW	Cedar Rapids	
City-Water	Water Purification Plant	761 J Ave NE	Cedar Rapids	
City-Water	Water Horizontal Well #3	Edgewood Rd NW @ Cedar River	Cedar Rapids	
City-Water	Water Mt Vernon Tank/Booster	Mt Vernon Rd SE	Cedar Rapids	
City-Water	Water Chandler Tank/Booster	2100 Block Chandler St SW	Cedar Rapids	
City-Water	Water C St Tank	4600 C St SW	Cedar Rapids	
City-Water	Water-Bowling St Booster	3602 Bowling St SW	Cedar Rapids	
City-Water	Water Distribution Building	707 J Ave NE	Cedar Rapids	
City-Water	Water 60th Ave Tank/Booster	SE Corn 11th St & 60th Av SW	Cedar Rapids	
City-Water	Water Bever Tank/Booster	End of Linden Dr SE	Cedar Rapids	
City-Water	Water-Hydro Gate House	129 1st St NW (roughly)	Cedar Rapids	
City-Water	Water Glass Rd Tank	Wenig Rd & Lochwood Dr NE	Cedar Rapids	
City-Water	Water Blairs Ferry Tank	Blairs Ferry Rd & Rockwell Dr NE	Cedar Rapids	
City-Water	Water E Ave Tank	4400 E Av NW	Cedar Rapids	
City-Water	Water Boyson Tank	Broderick Dr NE	Cedar Rapids	
City-Water	Water Kirkwood Blvd Tank	6900 Kirkwood Blvd SW	Cedar Rapids	
City-Water	Water Wilson Ave Tank	5150 Wilson Av SW	Cedar Rapids	
City-Water	Water Kirkwood Booster	48 Oklahoma Av SW	Cedar Rapids	
City-Water	Water 30th St Dr Booster	531 30th Str Dr SE	Cedar Rapids	
City-Water	Water-F Ave Booster	19th St. NW at F Ave	Cedar Rapids	
City-Water	Water-Hydro Power House (tentative)	100 1st St NE	Cedar Rapids	
City-WPC	WPC-Kirkwood Lift Station	120 76th Ave. SW	Cedar Rapids	
City-WPC	WPC-Mays Island Lift Station	3rd Ave Bridge (E of LC Jail)	Cedar Rapids	
City-WPC	WPC-Hoosier Lift Station	76th Ave. (Prairie Grounds)	Cedar Rapids	
City-WPC	WPC-South Hoosier Lift Station	116 Walford Rd SW	Cedar Rapids	
City-WPC	WPC-Morgan Creek Lift Station	2930 Ellis Rd. NW	Cedar Rapids	
City-WPC	WPC-Indian Creek Lift Station	7525 Bertram Rd SE	Cedar Rapids	
County	Admin Office Building/AOB	930 1st St SW	Cedar Rapids	
County	Sheriff's Office	310 2nd Ave SW	Cedar Rapids	
County	Health Department	50113th St NW	Cedar Rapids	

JURISDICTION	SITENAME	ADDRESS	CITY
County	Courthouse/Correction Center	51& 53 3rd Ave Bridge	Cedar Rapids
County	Emergency Management Agency	6301 Kirkwood Blvd. SW	Cedar Rapids
County	Conservation	1890 County Home Rd	Marion
County	Juvenile Detention Center	800 Walford Rd SW	Cedar Rapids
County	Options of Linn County	12th St SW & 26th Ave SW	Cedar Rapids
County	Engineering/Conservation	1888 County Home Rd	Marion
County	Elections	823 3rd St SW	Cedar Rapids
County	LIFTS	625 31st Ave SW	Cedar Rapids
County	Human Services (Iowa Bldg)	2214th Ave SE	Cedar Rapids
County	Cons-Squaw Creek Shop	4305 Squaw Ln	Marion
County	Morgan Creek Shop	1206 Stoney Point Rd NW	Cedar Rapids
County	Cons-Morgan Creek Shop	7515 Worcester Rd	Cedar Rapids
County	Tower Site	2417 County Home Rd	Cedar Rapids
CRCSD	Taylor ES	720 7th Ave SW	Cedar Rapids
CRCSD	Grant Wood AEA	44016th St SW	Cedar Rapids
CRCSD	Kingston Stadium	907 15th St SW	Cedar Rapids
CRCSD	Jefferson HS	1243 20th St SW	Cedar Rapids
CRCSD	Kennedy HS	4545 Wenig Rd NE	Cedar Rapids
CRCSD	Washington HS	2205 Forest Dr SE	Cedar Rapids
CRCSD	Metro HS	1212 7th St SE	Cedar Rapids
CRCSD	Roosevelt MS	300 13th St NW	Cedar Rapids
CRCSD	Harding MS	4801 Golf St NE	Cedar Rapids
CRCSD	Franklin MS	300 20th St NE	Cedar Rapids
CRCSD	McKinley MS	620 10th St SE	Cedar Rapids
CRCSD	Wilson MS	2301J St SW	Cedar Rapids
CRCSD	Taft MS	5200 E Ave NW	Cedar Rapids
CRCSD	Pierce ES	4343 Marilyn Dr NE	Cedar Rapids
CRCSD	Wright ES	1524 Hollywood Blvd NE	Cedar Rapids
CRCSD	Kenwood ES	3700 E Ave NE	Cedar Rapids
CRCSD	Arthur ES	2630 B Ave NE	Cedar Rapids
CRCSD	Johnson ES	355 18th St SE	Cedar Rapids
CRCSD	Polk ES	1500 B Ave NE	Cedar Rapids
CRCSD	Grant Wood ES	645 26th St SE	Cedar Rapids
CRCSD	Erskine ES	600 36th St SE	Cedar Rapids
CRCSD	Grant ES	254 Outlook Dr SW	Cedar Rapids
CRCSD	Cleveland ES	2200 1st Ave NW	Cedar Rapids
CRCSD	Hoover ES	4141 Johnson Ave NW	Cedar Rapids
CRCSD	Truman ES	441 West Post Rd NW	Cedar Rapids
CRCSD	Coolidge ES	6225 1st Ave SW	Cedar Rapids
CRCSD	Jackson ES	1300 38th St NW	Cedar Rapids
CRCSD	Madison ES	1341 Woodside Dr NW	Cedar Rapids
CRCSD	Harrison ES	1310 11th St NW	Cedar Rapids

JURISDICTION	SITENAME	ADDRESS	CITY
CRCSD	Van Buren ES	2525 29th St SW	Cedar Rapids
CRCSD	Viola Gibson ES	6101 Gibson Dr NE	Cedar Rapids
CRCSD	Hiawatha ES	603 Emmons St	Hiawatha
CRCSD	Nixon ES	200 Nixon Dr	Hiawatha
CRCSD	Garfield ES	1201 Maplewood Dr NE	Cedar Rapids
CRCSD	AEC	1548 Collins Rd NE	Cedar Rapids
CRCSD	Kirkwood - Main Campus	6301 Kirkwood Blvd SW	Cedar Rapids
CRCSD	Transition Center	311 3rd Ave SE, Suite 250	Cedar Rapids
CRCSD	Educational Leadership and Srvs Ctr	2500 Edgewood Rd NW	Cedar Rapids

**EXHIBIT 6
FOR
SEPTEMBER 2009 REVISED
CHAPTER 28E AGREEMENT
BETWEEN THE CITY OF CEDAR RAPIDS, IOWA,
LINN COUNTY, IOWA,
AND
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
FOR
JOINT FIBER OPTICS COMMUNICATION NETWORK**

Exhibit 6					
Non-maintenance Routes not Maintained by JCN					
Route	Owner	From	To	Routing	Notes
1	City-Water	Main Water Plant	Ellis Plant	Along river	
2	City-WPC	Pollution Control Plant	C Street	Along river	
3	CRCSD	Wilson MS	Grant ES	Along J Street	z

WPC = Water Pollution Control
ES = Elementary School
MS = Middle School

Note z: Route 3 existing fiber will be overbuilt to become part of the planned JCN.

**EXHIBIT 7
FOR
SEPTEMBER 2009 REVISED
CHAPTER 28E AGREEMENT
BETWEEN THE CITY OF CEDAR RAPIDS, IOWA,
LINN COUNTY, IOWA,
AND
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
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Exhibit 7				
Approximate Funding for JCN by Year by Party				
	Dollars in millions			
	City	County	CRCSD	Totals
3Q and 4Q FY09	\$0.2	\$0.1	\$0.1	\$0.4
1Q and 2Q FY10	\$2.2	\$1.5	\$1.4	\$5.1
3Q and 4Q FY10	\$0.9	\$0.7	\$0.6	\$2.2
1Q and 2Q FY11	\$0.9	\$0.6	\$0.5	\$2.0
3Q and 4Q FY11	\$0.2	\$0.1	\$0.1	\$0.4
TOTALS	\$4.4	\$3.0	\$2.7	\$10.1

EXHIBITS 8 and 9
FOR
SEPTEMBER 2009 REVISED
CHAPTER 28E AGREEMENT
BETWEEN THE CITY OF CEDAR RAPIDS, IOWA,
LINN COUNTY, IOWA,
AND
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FOR
JOINT FIBER OPTICS COMMUNICATION NETWORK

Exhibit 8			10% Mileage levels that will trigger a recalculated Exhibit 8	
Construction/Maintenance Share				
	Miles	Percentage	Low	High
City	57.0	43.4%	51.3	62.7
County	39.0	29.7%	35.1	42.9
CRCSD	35.3	26.9%	31.8	38.8
Total	131.3	100%		

Exhibit 9		
	Fiber Share	
	Assigned Tubes	Combined
JCN Spares	4.0	NA
City	7.5	62.5%
County	2.5	20.8%
CRCSD	2.0	16.7%
Total	16	100%

Note: Exhibits 1-4 were intentionally not used.