

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

PH: 319-892-5000 | FAX: 319-892-5009

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Wednesday, December 14, 2022

11 a.m.

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

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

Consent Agenda

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

Reports

Receive and place on file Treasurer's (Auto Dept.) Report to the County Auditor Receipts and Disbursement for the Month of November, 2022.

Resolutions**Contract and Agreements**

Approve and authorize Chair to sign a Master Agreement for Services between Linn County and Foth Infrastructure & Environment, LLC for engineering and consulting services for Roadside Inventories and Remnant Vegetation Survey for the Secondary Road Department.

Approve and authorize Chair to sign contract between Linn County and Foth Infrastructure & Environment, LLC for Roadside Inventories in the amount of \$10,011.40

Approve and authorize Chair to sign contract with Foth Infrastructure & Environment, LLC for Roadside Remnant Vegetation Survey in the amount of \$2,510.72

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and Mirrorbox Theatre for A New Home for New Plays Project in the amount of \$50,000.00.

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and Tanager Place for Safety, Security, and Accessibility Enhancements @ Tanager Mental Wellbeing Clinic in the amount of \$213,000.00.

Approve and authorize Chair to sign a Commercial Services Agreement between Linn County and Orkin for pest control at the Overflow Shelter for a bi-monthly charge of \$56.00 effective immediately.

Award bid and approve purchase order PO416 for Cut Stump Herbicide Premix to Van Diest Supply Company in the amount of \$5,208.30 for the Secondary Road Department.

Approve purchase order PO417 in the amount of \$36,633.60 to Coleman Moore Company for purchase of Erosion Control Material for the Secondary Road Department.

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes--Discuss and decide on meeting minutes.

Claims--Discuss and decide on claims.

Second Consideration on an ordinance amending the Code of Ordinances, Linn County, Iowa, by amending provisions in Chapter 107, Unified Development Code by establishing setbacks for the placement of hazardous materials pipelines.

Discuss and decide on a resolution authorizing the Chair to sign a 28E agreement between Linn County and the City of Alburnett for Rental Housing and Property Maintenance Inspection services.

Discuss and decide on a resolution authorizing execution of a service agreement with East Central Iowa Council of Governments (ECICOG) for the Community Development Block Grant Disaster Recovery (CDBG-DR) application preparation and for the administration and project delivery of the CDBG-DR grant, if awarded.

Discuss and decide a resolution authorizing and directing East Central Iowa Council of Governments (ECICOG) to Submit Applications and Associated Documents for Funding for the Community Development Block Grant Disaster Recovery Derecho Housing Program (CDBG-DR) to the Iowa Economic Development Authority for Dows Farm Housing Projects and authorizing the Chair to Sign and Execute all Documents Required for the Application.

Discuss and decide on a resolution appointing Joan A. McCalmant as Deputy Linn County Recorder

Discuss and decide on a resolution appointing Dawn M. Froese as Deputy Linn County Recorder

Discuss a resolution to adopt the proposed 2023-2025 Linn County Internal Sustainability Plan

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.

Board Member Reports

Correspondence

Appointments

**1:30
Formal Board Room**

Review of proposed Fiscal Year 2024 budget for Risk Management

Review of proposed Fiscal Year 2024 budget for Court Administration

Review of proposed Fiscal Year 2024 budget for Sustainability

Other budget discussions if necessary.

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.

TREASURER'S (AUTO DEPT.) REPORT TO THE COUNTY AUDITOR
RECEIPTS AND DISBURSEMENTS
MONTH OF NOVEMBER 2022



FUND	RECEIPTS		DISBURSEMENTS		PREVIOUS BAL.	GRAND TOTAL
	CASH BOOK	TRANSFERS	TREAS CKS.	TRANSFERS		
AUTO LICENSE	\$ 4,132,906.50		\$ 3,739,230.10		\$ 3,739,230.10	\$ 4,132,906.50
USE TAX	\$ 2,524,124.15		\$ 2,817,186.48		\$ 2,817,186.48	\$ 2,524,124.15
SURCHARGE	\$ 23,000.00		\$ 25,275.00		\$ 25,275.00	\$ 23,000.00
AMATEUR RADIO	\$ 55.00		\$ 65.00		\$ 65.00	\$ 55.00
BLACK OUT	\$ 46,128.00		\$ 51,045.00		\$ 51,045.00	\$ 46,128.00
BREAST CANCER	\$ 60.00		\$ 65.00		\$ 65.00	\$ 60.00
BRONZE STAR	\$ 35.00		\$ 25.00		\$ 25.00	\$ 35.00
CATTLEMAN	\$ 180.00		\$ 60.00		\$ 60.00	\$ 180.00
CHOOSE LIFE	\$ 20.00		\$ 20.00		\$ 20.00	\$ 20.00
ISU	\$ 390.00		\$ 292.00		\$ 292.00	\$ 390.00
U OF I	\$ 1,123.00		\$ 1,181.00		\$ 1,181.00	\$ 1,123.00
UNI	\$ 53.00		\$ 55.00		\$ 55.00	\$ 53.00
OTHER COLLEGE PL	\$ 214.00		\$ 225.00		\$ 225.00	\$ 214.00
PERS PLATE	\$ 1,996.00		\$ 1,825.00		\$ 1,825.00	\$ 1,996.00
DECAL	\$ 5.00		\$ -		\$ -	\$ 5.00
DUCKS UNLTD	\$ 20.00		\$ 25.00		\$ 25.00	\$ 20.00
EDUCATION	\$ 35.00		\$ 20.00		\$ 20.00	\$ 35.00
EMS	\$ -		\$ -		\$ -	\$ -
EV/PHEV	\$ 7,831.26		\$ 8,950.11		\$ 8,950.11	\$ 7,831.26
FALLEN OFFICER	\$ 20.00		\$ 95.00		\$ 95.00	\$ 20.00
FIREFIGHTER	\$ 25.00		\$ 100.00		\$ 100.00	\$ 25.00
FLY OUR COLORS	\$ 215.00		\$ 619.00		\$ 619.00	\$ 215.00
GOD BLESS	\$ 95.00		\$ 70.00		\$ 70.00	\$ 95.00
GOLD STAR FAMILY	\$ -		\$ -		\$ -	\$ -
HERITAGE	\$ -		\$ 15.00		\$ 15.00	\$ -
IOWA AG LITERACY	\$ 10.00		\$ -		\$ -	\$ 10.00
LEGION OF MERIT	\$ -		\$ -		\$ -	\$ -
LOVE R KIDS	\$ 45.00		\$ 15.00		\$ 15.00	\$ 45.00
MCYCLE RIDER	\$ 30.00		\$ 30.00		\$ 30.00	\$ 30.00
NAT'L GUARD	\$ -		\$ 5.00		\$ 5.00	\$ -
DNR	\$ 2,910.00		\$ 3,555.00		\$ 3,555.00	\$ 2,910.00
ORGAN DONOR	\$ -		\$ 110.00		\$ 110.00	\$ -
PEARL HARBOR	\$ -		\$ -		\$ -	\$ -
POW	\$ -		\$ -		\$ -	\$ -
PROFESSIONAL FIRE	\$ 20.00		\$ 60.00		\$ 60.00	\$ 20.00

PURPLE HEART	\$ 40.00		\$ 80.00		\$ 80.00	\$ 40.00
PWD	\$ 5.00		\$ 15.00		\$ 15.00	\$ 5.00
USAF AIRFORCE	\$ 15.00		\$ 20.00		\$ 20.00	\$ 15.00
USAF ARMY	\$ 20.00		\$ 70.00		\$ 70.00	\$ 20.00
USAF COAST GUARD	\$ -		\$ -		\$ -	\$ -
USAF MARINES	\$ 15.00		\$ 5.00		\$ 5.00	\$ 15.00
USAF NAVY	\$ 15.00		\$ 20.00		\$ 20.00	\$ 15.00
SHARE THE ROAD	\$ 45.00		\$ 70.00		\$ 70.00	\$ 45.00
SHRINERS	\$ 30.00		\$ 5.00		\$ 5.00	\$ 30.00
SILVER STAR	\$ -		\$ -		\$ -	\$ -
VETERANS	\$ 315.00		\$ 335.00		\$ 335.00	\$ 315.00
VETS CROSS/MEDAL	\$ -		\$ -		\$ -	\$ -
ANATOMICAL FEES	\$ 549.83		\$ 532.70		\$ 532.70	\$ 549.83
ADMIN FEES	\$ 45.00		\$ -		\$ -	\$ 45.00
MAIL PROCESSING	\$ 22,213.50		\$ 21,512.00		\$ 21,512.00	\$ 22,213.50
NSF FEES	\$ 305.00		\$ 305.00		\$ 305.00	\$ 305.00
AUTO TRANSFERS					\$ (131,000.00)	\$ (131,000.00)
TOTAL	\$ 6,765,159.24	\$ -	\$ 6,673,188.39	\$ -	\$ 6,542,188.39	\$ 6,634,159.24

LINN COUNTY TREASURER





Project Title
(the "Project"): Engineering and Consulting Services

This Master Agreement for Services (hereinafter "Agreement") is made and entered into this **28th** day of **November, 2022**, by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC.** (hereinafter "Consultant") and **LINN COUNTY, IOWA**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: Linn County Iowa

Address: 1888 County Home Road, Marion, IA 52302

Phone No: 319-892-6400

Email Address: Engineer@linncountyiowa.gov

Scope of Services: Client hereby agrees to retain Consultant to perform the following Services:

Services to be performed in accordance with the project-specific Work Orders issued under this Agreement.

Schedule: Services shall be performed according to the following schedule:

Schedule to be in accordance with the project-specific Work Orders issued under this Agreement.

Compensation: In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

Compensation to be in accordance with the project-specific Work Orders issued under this Agreement.

Term: This Agreement shall commence as of the date set forth above and shall remain in effect until terminated as provided herein.

The attached Agreement for Services Standard Terms and Conditions, along with any Exhibits, is made a part hereof and incorporated into this Agreement.

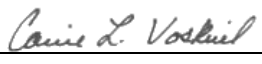
IN WITNESS WHEREOF, this Agreement is accepted on the date first written above, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

CONSULTANT

Signed: _____
Name (printed): _____
Title: _____
Date: _____

Signed: _____
Name (printed): Patrick P. Kueter
Title: Director
Date: 12/5/2022

Signed: 
Name (printed): Carrie L. Voskuil (SD)
Title: Contracts Manager
Date: 11/28/2022

AGREEMENT FOR SERVICES STANDARD TERMS AND CONDITIONS

1.0 Commencement of Services - The Services will commence consistent with the schedule referenced in the Work Orders or as otherwise agreed to by the parties. If after commencement of the Services, the Project is delayed for any reason beyond the control of Consultant for more than sixty (60) days, the terms and conditions contained herein are subject to revision by Consultant.

1.1 Standard of Care - The standard of care for any professional Services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no other warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by Consultant. Subject to the standard of care, Consultant and its sub-consultants may use and rely upon data, reports, design elements and information ordinarily or customarily furnished by others, including, but not limited to Client, Client's other contractors or consultants, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Consultant shall not be required to sign any document, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain.

2.0 Client Responsibilities - Client shall provide, at Client's expense, all criteria, design, and construction standards including full information as to Client's requirements for the Project, including all document specifications. The provision or production of such data or information is not included in the Services, except where explicitly referenced in the Scope of Services. As stated in Section 1.1, Consultant shall be entitled to rely upon such data and information in the performance of the Services and shall not be liable for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client, Client's agents or Client's other consultants. Such data and information shall include but not be limited to the following:

- a. If not included in the Scope of Services, a complete survey of the Project site which shall include but not be limited to easements, right-of-way, encroachments, zoning and deed restrictions, subterranean structures or utilities, existing buildings and improvements.
- b. If not included in the Scope of Services, soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations.
- c. Legal counseling services necessary for the Project including legal review of the construction contract documents.
- d. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
- e. If not included in the Scope of Services, permits and approvals from any authorities having jurisdiction over the Project.

2.1 Right of Entry - Client shall provide for entry for the employees, agents and subcontractors of Consultant and for all necessary equipment.

2.2 Client Authorized Representative - Client shall designate a person authorized to act as Client's representative. Client or his representative shall receive and examine documents submitted by Consultant and shall be empowered to interpret and define Client's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of Consultant's Services. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project, Services or other event which may substantially affect Consultant's performance of Services under this Agreement.

3.0 Fees and Payment

3.1 Invoice Payment Due - Client shall compensate Consultant for Services and expenses rendered under this Agreement. Consultant's fee for Services will be based on Consultant's rates currently in effect at the time the Services are done; lump sum or other schedules as identified under the Compensation section of the Work Orders.

Rates of Consultant are subject to annual revision. Payment shall be due within thirty (30) days after the date of invoice describing the Services performed and expenses incurred during the preceding invoice period.

3.2 Failure to Pay. Client agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for Services rendered has not been made within thirty (30) days from the date of invoice, Consultant may, after giving seven (7) days' written notice to Client and without penalty or liability of any nature, and without waiving any claim against Client, suspend all work on all Services as set forth herein. Upon receipt of payment in full for Services rendered, plus interest charges, Consultant will continue with Services. Payment of all compensation due Consultant pursuant to this Agreement shall be a condition precedent to Client using any of Consultant's work product and/or deliverables under this Agreement.

3.3 Interest on Late Payments - In order to defray carrying charges resulting from delayed payments, simple interest at the maximum rate allowed by law will be added to the unpaid balance of each invoice. The interest period shall commence thirty (30) days after the date of the original invoice and shall terminate upon date of payment. Payments will be first credited to interest and then to principal.

4.0 Insurance/Limitation of Consultant's Liability - Consultant will maintain the following insurance coverages:

- a. Worker's compensation insurance pursuant to state law.
- b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- c. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Consultant or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- d. Professional liability insurance, if applicable, of \$1,000,000 per claim and in the aggregate.

4.1 Liability Limits - Notwithstanding any language to the contrary, the total aggregate liability of Consultant, its employees, officers, directors, shareholders, agents, or sub-consultants, to all parties related to this agreement shall not exceed the greater of: (1) \$50,000.00, or (2) the amount of Consultant's fee for the Services on any individual Work Order issued under this Agreement that gives rise to a claim.

4.2 Waiver of Subrogation - Both parties hereby waive, and shall cause their respective insurers to waive, all rights of subrogation against the other party, their employees, officers, directors, shareholders, agents, or sub-consultants for damages caused by risks covered by insurance, except such rights as they may have to the proceeds of the insurance.

5.0 Indemnification - Consultant, to the fullest extent permitted by law, shall indemnify and hold harmless Client and any of Client officers, directors, employees and agents from and against claims, losses, damages, liabilities, including attorney's fees and expenses, for third-party claims of bodily injury, sickness or death, and property damage or destruction to the extent caused by the negligent acts or omissions of Consultant or Consultant's separate contractors or anyone for whose acts any of them may be liable, but only to the extent of the negligence. Nothing in this Section shall obligate Consultant to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct. Notwithstanding the forgoing, Consultant has no obligation to defend or pay indemnitee defense costs incurred prior to a final determination of liability or to pay any amount that exceeds the proportionate share of Consultant's finally determined percentage of liability as determined by a court of competent jurisdiction.

6.0 Hazardous Materials - Client hereby understands and agrees that Consultant has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution ("Hazardous Materials"), whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Consultant has been retained to provide Services. Therefore, to the fullest extent permitted by law, except for Hazardous Materials introduced onto the site by Consultant and not required or permitted in the performance of Consultant's Services, Client agrees to indemnify, and hold Consultant, its officers, directors, shareholders, employees, and Consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or

otherwise, including, but not limited to, attorney fees and court costs, arising out of, or resulting from the discharge, escape or release, of Hazardous Materials. Nothing contained within this Agreement shall be construed or interpreted as requiring Consultant to assume the status of a generator, transporter, or owner or operator of a treatment, storage or disposal facility, as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

7.0 Design Without Construction Phase Services - Notwithstanding any provisions in this Agreement to the contrary, if this Project involves construction and Consultant is not retained to provide construction phase services including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees that Consultant shall be responsible only for those construction phase services expressly required in Consultants Scope of Services. With the exception of such expressly required Services, Consultant shall have no design, shop drawing review, or other obligations during construction, and Client assumes all responsibility for construction phase services. Client waives all claims against the Consultant that may be connected in any way to construction phase services except for those Services that are expressly required in Consultants Scope of Services.

8.0 Documents- Ownership of Work Product and Proprietary Information - The deliverables prepared under this Agreement shall become the property of the Client only upon completion of the Services and payment in full of all monies due to Consultant. In the event Client reuses or makes any modifications to the deliverables without prior written authorization of Consultant, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant, its consultants, agents, officers, directors, shareholders and employees harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modifications of Consultant's Services, work product, and/or deliverables by the Client or any person or entity that acquires or obtains the such work product and/or deliverables from or through the Client without the written authorization of Consultant.

Notwithstanding the foregoing Consultant's liability to Client for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. CONSULTANT MAKES NO WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by Consultant under this agreement. The Consultant will take reasonable precautions to prevent the transmission of any electronic virus, or other contamination with the exchange of electronic media, but Consultant makes no assurances that those precautions are adequate to assure a contamination free transmission. Consultant retains title and interest in all of its standard details, plans, specifications, methodologies, tools, and computation documents, whether in written or electronic form, which have been incorporated into the documents and instruments of service, but which were developed by Consultant independent of this Agreement.

9.0 Injury to Workers on Project Consultant has no responsibility for site safety or for the means and methods employed by Client's construction contractor(s).

10.0 Probable Construction Costs Opinions - Any opinion of the construction cost prepared by Consultant represents his judgment and is supplied for the general guidance of the Client. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee that bids or actual construction costs to the Client will not vary from Consultant's opinions of probable cost. If the Client desires greater assurance as to construction costs, Client shall employ an independent cost estimator.

11.0 Site Visits - Visits to the construction site and observations made by Consultant as part of Services during construction under this Agreement shall not make Consultant responsible for the obligation to conduct, comprehensive monitoring of the work of the contractor(s) sufficient to ensure conformance with the intent of the construction contract documents, and shall not make Consultant responsible for, nor relieve the construction contractor(s) of the full responsibility for, constructions means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the contractor(s) work under the construction contract documents, and for all safety precautions incidental thereto. Such visits by Consultant are not to be construed as part of the observation duties of the on-site observation personnel defined below.

12.0 On-Site Observation - When Consultant provides on-site observation personnel as part of Services during construction under this Agreement, the on-site observation personnel will make reasonable efforts to advise Client

of observed defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the construction contract documents are being fulfilled. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of any construction work and Consultant's obligations are limited to becoming generally familiar with the progress of the construction. Consultant's observation will not cause Consultant to be responsible for those duties and responsibilities which belong to the construction contractor(s), including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the construction contract documents.

13.0 Termination or Abandonment - If any portion of the Services or Project is terminated or abandoned by Client, the provisions of these Terms and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the Project, the fee for Services performed during such phase shall be based on Consultant's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse Consultant for termination costs.

This Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar days written notice of intent to terminate and an opportunity for correcting the default (plus such additional time as is reasonably necessary to correct the default, other than any payment default) and for consultation with the terminating party before termination. Consultant shall be paid for Services performed to the termination date including reimbursable expenses due plus termination expenses.

14.0 Jurisdiction - This Agreement shall be governed by the laws of the State of Iowa.

15.0 Dispute Resolution - The parties will use good faith efforts to resolve any dispute, controversy or claim arising out of or relating to this Agreement or the relationship between the parties (a "Dispute") through negotiation. To invoke the dispute resolution procedures in this section, one party must give the other party a written notice of its intent to negotiate. The notice will include a detailed description of the Dispute and a proposed resolution. Within five (5) business days after delivery of the notice, each party will designate a senior executive with authority to resolve the Dispute. The designated executives will engage in discussions in an effort to resolve the Dispute. If the designated executives do not agree on a resolution within twenty (20) days after the dispute notice has been delivered, the parties may agree to submit the Dispute to non-binding mediation by any mutually agreed-upon mediator, rules and location. Any mediation fees and expenses will be allocated and paid by the parties equally. If the parties do not reach a resolution through negotiation or mediation, either party may pursue all remedies available under this Agreement, at law or in equity in a court of competent jurisdiction. Each party hereby irrevocably waives its rights to trial by jury in any Dispute or proceeding arising out of this agreement or the transactions relating to its subject matter.

16.0 Waiver - Consultant's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

17.0 Successors and Assigns - All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

18.0 Severability - If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

19.0 Force Majeure - Neither party to this Agreement will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from a Force Majeure condition. Each party will take reasonable steps to mitigate the impact of any force majeure. If Consultant is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Consultant is responsible, the Contract Time(s) for performance as well as the Contract Price shall be reasonably extended by Change Order. By way of example, events that will entitle Consultant to an extension of the Contract Time(s) include acts or omissions of Client or anyone under Client's control (including separate contractors), changes in the Work, Differing Site Conditions,

Hazardous Conditions, wars, floods, labor disputes, unusual delay in transportation, epidemics, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God (Force Majeure Condition). For clarity purposes, labor shortages or supply chain disruptions resultant from epidemic or pandemic events are specifically to be considered grounds constituting a Force Majeure Condition. Labor shortages and inefficiencies, delays, escalation, or cost impacts resulting from labor shortages or supply chain disruptions associated with such an event shall be considered grounds for a Force Majeure Condition event and shall afford Consultant the opportunity for schedule and cost relief associated with such an event.

20.0 Entire Agreement - This Agreement, and its attachments, constitutes the entire understanding between Client and Consultant relating to Services to be provided by Consultant and, excepting only confidentiality agreements between the parties pertaining to the Project, supersede any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if the Client, its officers, agents, or employees request Consultant to perform extra work or Services pursuant to this Agreement, Client will pay for the additional Services even though an additional written Agreement is not issued or signed. The obligations of Consultant under this Agreement shall survive in accordance with applicable State statutes.



**AGREEMENT FOR SERVICES
WORK ORDER No. _____**

Project Title: Roadside Inventories

FOTH Project Number:

CLIENT Project Number: 61 STATE 90-57-
(If applicable) LR23-226

This Work Order (in addition to and subject to the conditions contained in the Master Agreement for Services dated **November 28, 2022**), (hereinafter "Work Order"), is made and entered into this **5th** day of **December, 2022**, by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "Consultant") and **LINN COUNTY, IOWA**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

Client: Linn County Iowa

Address: 1888 County Home Road, Marion, IA 52302

Phone No: 319-892-6400

Email Address: Engineer@linncountyiowa.gov

Scope of Services: Client hereby agrees to retain Consultant to perform the following Services:

Item No.	Item	Quantity	Unit	Amount
	Costs in connection with FY2023 Linn County Roadside Inventories			
1	Foth Wildlife Technician	1.0	L.S.	\$4,709.00
2	Foth GIS Coordinator	1.0	L.S.	\$3,182.40
3	Foth Lead Environmental Scientist	1.0	L.S.	\$2,120.00
	Total			10,011.40

Schedule: Services shall be performed according to the following schedule:

Schedule to agreed to by the Client and Consultant

Compensation: In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

☒ Lump-Sum in the amount of \$10,011.40

☐ Unit Cost/Time Charges (Standard Rates) with a total amount not-to-exceed \$.00

☐ Unit Cost/Time Charges (Standard Rates) for an estimated cost of \$ _____.00

☐ Other as stated here:

Special Conditions (if any):

That it is mutually understood and agreed by the parties hereto that the requirements for roadside inventories for project no **61 STATE 90-57-LR23-226**, Linn County, Iowa, the within contract and the proposal are and constitute the basis of contract between the parties hereto.

Standard specifications of the IDOT, Series 2021, and current specifications shall apply.

Entire Agreement: This Work Order, along with other approved project-specific Work Orders, together with and subject to the Master Agreement for Services referenced above, constitutes the entire understanding between the parties with respect to the subject matter hereof. This Work Order may be modified by subsequent written addenda mutually agreeable by both parties.

IN WITNESS WHEREOF, this Agreement is accepted on the date first written above, subject to the terms and conditions above stated and the provisions set forth herein.

LINN COUNTY, IOWA

FOTH INFRASTRUCTURE & ENVIRONMENT, LLC

Signed:

Name (printed):

Title:

Date:

Signed:

Name (printed):

Title:

Date:

Patrick P. Kueter

Director

12/5/2022

Signed:

Name (printed):

Title:

Date:

Carrie L. Voskuil

Carrie L. Voskuil

Contracts Manager

12/05/2022



**AGREEMENT FOR SERVICES
WORK ORDER No. _____**

Project Title: Roadside Remnant Vegetation Survey

FOTH Project Number:

CLIENT Project Number: 61 STATE 90-57-
(If applicable) LR23-225

This Work Order (in addition to and subject to the conditions contained in the Master Agreement for Services dated **November 28, 2022**), (hereinafter "Work Order"), is made and entered into this **5th** day of **December, 2022**, by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "Consultant") and **LINN COUNTY, IOWA**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

Client: Linn County Iowa

Address: 1888 County Home Road, Marion, IA 52302

Phone No: 319-892-6400

Email Address: Engineer@linncountyiowa.gov

Scope of Services: Client hereby agrees to retain Consultant to perform the following Services:

Item No.	Item	Quantity	Unit	Amount
	Costs in connection with FY2023 Linn County Roadside Inventories			
1	Foth Wildlife Technician	1.0	L.S.	\$1,445.00
2	Foth GIS Coordinator	1.0	L.S.	\$556.92
3	Foth Lead Environmental Scientist	1.0	L.S.	\$508.80
	Total			2,510.72

Schedule: Services shall be performed according to the following schedule:

Schedule to agreed to by the Client and Consultant

Compensation: In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

☒ Lump-Sum in the amount of \$2,510.72

☐ Unit Cost/Time Charges (Standard Rates) with a total amount not-to-exceed \$.00

☐ Unit Cost/Time Charges (Standard Rates) for an estimated cost of \$ _____.00

☐ Other as stated here:

Special Conditions (if any):

That it is mutually understood and agreed by the parties hereto that the requirements for roadside inventories for project no **61 STATE 90-57-LR23-225**, Linn County, Iowa, the within contract and the proposal are and constitute the basis of contract between the parties hereto.

Standard specifications of the IDOT, Series 2021, and current specifications shall apply.

Entire Agreement: This Work Order, along with other approved project-specific Work Orders, together with and subject to the Master Agreement for Services referenced above, constitutes the entire understanding between the parties with respect to the subject matter hereof. This Work Order may be modified by subsequent written addenda mutually agreeable by both parties.

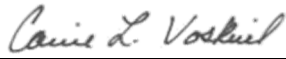
IN WITNESS WHEREOF, this Agreement is accepted on the date first written above, subject to the terms and conditions above stated and the provisions set forth herein.

LINN COUNTY, IOWA

FOTH INFRASTRUCTURE & ENVIRONMENT, LLC

Signed: _____
Name (printed): _____
Title: _____
Date: _____

Signed: _____
Name (printed): Patrick P. Kueter
Title: Director
Date: 12/5/2022

Signed: 
Name (printed): Carrie L. Voskuil
Title: Contracts Manager
Date: 12/05/2022



AMERICAN RESCUE PLAN ACT SUBAWARD AGREEMENT

Federal Awarding Agency: U.S. Department of the Treasury

Federal Award Number: SLFRP0336

Assistance Listing (CFDA): 21.027 Coronavirus State and Local Fiscal Recovery Fund

Federal Award Date: May 19, 2021

Subaward Number: ARPA2022-216

Pass-Through Entity (PTE):	Subrecipient:
Linn County, Iowa	Mirrorbox Theatre
935 2 nd Street SW	201 3 rd Ave SW
Cedar Rapids, IA	Cedar Rapids, IA 52404-5716
	UEI #: KG4BYUDBTA31
Subaward Budget Period Start date: 5/1/2022 End date: 6/30/2023	
Period of Performance Start date: 5/1/2022 End date: 6/30/2023	
Amount of federal funds obligated by this action: \$50,000.00	
Total amount of the federal funds obligated to the Subrecipient: \$50,000.00	
Total amount of the federal funds committed to the Subrecipient: \$50,000.00	
Project Title: A New Home for New Plays – Mirrorbox Theatre	
Is Project for Research & Development? ☐ Yes ☒ No	

1. Purpose.

The purpose of this Agreement is to set forth the terms and conditions under which Linn County ("County") will provide American Rescue Plan Act ("ARPA") grant funding ("Subaward") to Mirrorbox Theatre ("Subrecipient") for **A New Home for New Plays – Mirrorbox Theatre**.

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

Subrecipient's performance under this Agreement is subject to the applicable requirements published in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Title 2 of the United States Code of Federal Regulations (C.F.R.) part 200 hereinafter referred to as the "Uniform Guidance."

2. Term of Agreement.

This Agreement shall be effective upon full execution by the Parties (the "Effective Date") and shall terminate upon 1) Completion of the project or 2) Exhaustion of subaward funds or 3) termination or 4) 12/31/2026

3. Grant Funding.

The Subrecipient shall use the Subaward solely **construction costs related to A New Home for New Plays project at 1200 Ellis Blvd NW in Cedar Rapids, Iowa.**

The County agrees to provide up to \$50,000.00 to the Subrecipient from the County's share of its ARPA allotment, to be used for **A New Home for New Plays – Mirrorbox Theatre.** The County shall pay the Grant Funds to the Subrecipient per a reimbursement of expenses method.

4. Reporting and Invoicing.

The Subrecipient may submit invoices and or detailed reports to account for expenditure of funds to the County on a monthly basis, but no less than quarterly. Due dates for the quarterly reports are available on EXHIBIT A.

Invoices and reports shall be submitted to:

Linn County Finance & Budget
Attn: Sonia Evans, Senior Accountant
935 2nd Street SW
Cedar Rapids, IA 52404
Sonia.evans@linncountyiowa.gov

Consistent with Uniform Guidance (2 C.F.R. §200.328), the Subrecipient shall provide the County with quarterly reports and a close-out report. These reports shall include the current status and progress by the Subrecipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the County.

The County may request additional information from the Subrecipient, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US Treasury during the scope of this Agreement.

As required by Uniform Guidance (2 C.F.R. §200.415(a)), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

5. Monitoring.

Subrecipient shall permit the County to monitor the Subrecipient, including:

- a. Reviewing financial and performance reports required by the County.
- b. Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Subaward provided to the Subrecipient from County detected through audits, on-site reviews, and other means.
- c. Issuing a management decision for audit findings pertaining to the Subaward provided to the Subrecipient from the County as required by 2 C.F.R. §200.521 Management decision.

Subrecipient shall monitor its performance under this Agreement, as well as that of its lower-level Subrecipients, contractors, consultants, etc. who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the scope of work is being accomplished within the specified time periods, and other performance goals are being achieved.

6. Maintenance of Records.

The Subrecipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the County or its designees, the State, and the US Treasury for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the Subrecipient was reimbursed for unallowable costs under this Agreement or any, the Subrecipient agrees to promptly reimburse the County for such payments upon request.

7. Closeout.

The closeout report is due ninety (90) days after termination of this Agreement or ninety (90) days after completion of the activities contained in this Agreement, whichever first occurs.

Each party's obligation to the other shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets, (including the return of unused materials and equipment as require herein, unspent cash advances, program income balances, and

accounts receivable to the County), and determining the custodianship of records. The terms of this Agreement shall remain in effect during any period that the Subrecipient has control over ARPA funds. The County will close out the award when it determines that all applicable administrative actions and all required work of the Agreement have been completed.

8. Events of Default.

The occurrence of any one or more of the following events shall constitute cause for either party to declare the other in default of its obligations under this Agreement:

- a. A breach of any term of this Agreement;
- b. A material failure of the Subrecipient to make substantial and timely progress toward performance of the Agreement
- c. Failure to comply with applicable federal, state, and local laws, rules, ordinances, regulations, guidance, and orders when performing with the scope of this Agreement.
- d. Any report required by this Agreement have not been submitted to the County or have been submitted with incorrect, incomplete, or insufficient information
- e. Engaging in conduct that has or may expose the other Party to liability

9. Notice of Default.

The County shall issue a written notice of default providing therein a thirty (30) day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the default remains, the County may exercise any one or more of the following remedies outline in paragraph 9, either concurrently or consecutively.

10. Remedies.

If an Event of Default occurs, the County may:

- a. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from Subrecipient to determine the reasons for the extent of non-compliance or lack of performance;
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
 - iii. Advise the Subrecipient to suspend, discontinue or refrain from incurring cost for any activity in question
- b. Temporarily withhold cash payment pending correction of the deficiencies

- c. Disallow all or part of the cost of the activity or action not in compliance
- d. Require that the Subrecipient refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds
- e. Recommend suspension or debarment proceedings by U.S. Treasury
- f. Terminate this agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination.

11. Termination.

The County may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material.

The County may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar day prior written notice.

The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

12. Procurement.

The Subrecipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards") of the Uniform Guidance.

13. Conflicts of Interest.

Subrecipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. §200.318 (c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Subrecipient must disclose in writing to the U.S. Treasury or through the County as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. §200.12.

Subrecipient agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement

14. Modification.

Neither this Agreement nor any documents incorporated by reference in connection with this Agreement may be changed, waived, discharged, or terminated, except in writing with the consent of both parties.

15. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

16. Notices

Whenever this Agreement requires or permits any notice or written request by on part to another, it shall be in writing, enclosed in an envelope, addressed to the party to be notified at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed, and deposited in the United States Mail, as Certified Mail, Return Receipt Requested. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The County will rely on the mailing and email addresses of the Subrecipient as set forth heretofore, as modified from time to time.

17. Defense and Indemnification.

Subrecipient agrees to defend, indemnify, and hold the County, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Subrecipient, its officers, directors, employees, and/or agents relating to the Subrecipient's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

18. Severability.

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

19. Status of Subrecipient.

Nothing in this contract constitutes an employment relationship between the Subrecipient staff and the County. Subrecipient staff are not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan offered to employees of the County. Nothing in this contract prevents Subrecipient staff from working with others during the length of this Agreement.

Subrecipient shall determine the method, details, and means of performing the work and services to be provided by Subrecipient under this Agreement. Subrecipient shall be responsible to County only for the requirements and results specified in this Agreement and,

except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Subrecipient in fulfillment of this Agreement. Subrecipient has control over the manner and means of performing the services under this Agreement. Subrecipient is permitted to provide services to others during the same period service is provided to County under this Agreement.

20. Assignment.

Subrecipient agrees that this Agreement nor any of the rights, interest, or obligations in it shall be assigned by Subrecipient either whole or in part without the prior written consent of the County.

21. Entire Agreement.

This agreement constitutes the entire agreement between the parties for the **A New Home for New Plays – Mirrorbox Theatre** project and shall be binding upon true successors and assignees of the parties to this agreement.

22. Compliance with Applicable Laws and Regulations.

The Subrecipient declares that to its best knowledge, it has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

The Subrecipient and its employees shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing the services under this Agreement, including but not limited to all of the following:

- a. Section 501;
- b. Treasury guidance, including but not limited to, U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions ("Treasury Guidance"), the most recent revision of which is dated November 15, 2021;
- c. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- d. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- e. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;

- f. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- g. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- h. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- i. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- j. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- k. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

23. Publications.

Subrecipient agrees that any publications produced with funds from this award must display the following language:

"This project is being supported, in whole or in part, by federal award number SLFRP0336 awarded to Linn County by the U.S. Department of the Treasury."

24. Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes:

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court of grand jury; and/or
- g. A management official or other employee of Linn County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

25. Seat Belt Use.

Linn County encourages the Subrecipient to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company owned, rented, or personally owned vehicles.

26. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Linn County encourages the Subrecipient to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

27. Certification Regarding Government-Wide Restrictions on Lobbying.

The Subrecipient certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

28. Eligibility.

Subrecipient certifies that neither it nor its principals is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or Contractor. The Excluded Parties List System can be found at <https://www.sam.gov/>.

29. Acknowledgements.

The parties acknowledge and agree that they have carefully read and have had an opportunity to review with legal counsel all the provision of this Agreement, that they completely understand the terms and conditions as set forth in the Agreement, and that they have voluntarily executed this Agreement of their own free will, act, and deed.

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below:

Dated this 6 day of December, 2022.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Board Chair

Date

SUBRECIPIENT:

MIRRORBOX THEATRE



Authorized Representative

12/06/2022

Date

EXIHIBIT A

Statement of Work

The Subrecipient shall use the Subaward for the renovation and construction costs of the Mirrorbox Theatre at 1200 Ellis Blvd NW, Cedar Rapids, Iowa. The program will report to Linn County on a quarterly basis and provide documentation of expenses as necessary.

Quarterly Reporting Timelines for Project and Expenditures Reports

Year	Quarter	Period Covered	Due Date
2021	4	October 1 - December 31	January 15, 2022
2022	1	January 1 - March 31	April 15, 2022
2022	2	April 1 - June 30	July 15, 2022
2022	3	July 1 - September 30	October 15, 2022
2022	4	October 1 - December 31	January 15, 2023
2023	1	January 1 - March 31	April 15, 2023
2023	2	April 1 - June 30	July 15, 2023
2023	3	July 1 - September 30	October 15, 2023
2023	4	October 1 - December 31	January 15, 2024
2024	1	January 1 - March 31	April 15, 2024
2024	2	April 1 - June 30	July 15, 2024
2024	3	July 1 - September 30	October 15, 2024
2024	4	October 1 - December 31	January 15, 2025
2025	1	January 1 - March 31	April 15, 2025
2025	2	April 1 - June 30	July 15, 2025
2025	3	July 1 - September 30	October 15, 2025
2025	4	October 1 - December 31	January 15, 2026
2026	1	January 1 - March 31	April 15, 2026
2026	2	April 1 - June 30	July 15, 2026
2026	3	July 1 - September 30	October 15, 2026
2026	4	October 1 - December 31	January 15, 2027

EXHIBIT A1

CONTINUATION SHEET

BASED ON AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.

APPLICATION NO:

APPLICATION DATE:

PERIOD FROM:

PERIOD TO:

ARCHITECT'S PROJECT NO:

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

A	B	C.1	C.2	C.3	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	BUDGET REVISION	CURRENT SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE) 5.00%
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	General Conditions*	\$ 23,650.00	\$ -	\$ 23,650.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 23,650.00	\$ -
	Architectural, Civil, Structural & MEP Design	\$ 14,500.00	\$ -	\$ 14,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 14,500.00	\$ -
	Fence, tree removal, surveying	\$ 7,802.00	\$ -	\$ 7,802.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 7,802.00	\$ -
	Asphalt Paving	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
	Landscaping	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,000.00	\$ -
	Patio tear out and re-pour	\$ 2,240.00	\$ -	\$ 2,240.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,240.00	\$ -
	Masonry	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
	Metals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
	Interior Framing, Demolition	\$ 34,131.32	\$ -	\$ 34,131.32	\$ -	\$ -	\$ -	\$ -	0%	\$ 34,131.32	\$ -
	Finish Trim, Counters, Cabinets	\$ 19,500.00	\$ -	\$ 19,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 19,500.00	\$ -
	Insulation	\$ 19,710.00	\$ -	\$ 19,710.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 19,710.00	\$ -
	Flood Proofing	\$ 10,300.00	\$ -	\$ 10,300.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 10,300.00	\$ -
	Interior Doors & Trim Materials	\$ 9,025.00	\$ -	\$ 9,025.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 9,025.00	\$ -
	Exterior Doors & Windows, Overhead Door, Hardware	\$ 18,302.15	\$ -	\$ 18,302.15	\$ -	\$ -	\$ -	\$ -	0%	\$ 18,302.15	\$ -
	Drywall	\$ 19,910.00	\$ -	\$ 19,910.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 19,910.00	\$ -
	Flooring and Base	\$ 5,818.03	\$ -	\$ 5,818.03	\$ -	\$ -	\$ -	\$ -	0%	\$ 5,818.03	\$ -
	Acoustical Ceiling	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
	Paint & Stain	\$ 19,805.00	\$ -	\$ 19,805.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 19,805.00	\$ -
	EIFS & Building Exterior	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
	Specialties**	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 3,500.00	\$ -
	Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
	Furnishings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
	Special Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
	Conveying Systems	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
	HVAC	\$ 39,500.00	\$ -	\$ 39,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 39,500.00	\$ -
	Plumbing	\$ 33,600.00	\$ -	\$ 33,600.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 33,600.00	\$ -
	Fire Protection	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
	Electrical	\$ 27,200.00	\$ -	\$ 27,200.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 27,200.00	\$ -
	Construction Management Fee	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 8,000.00	\$ -
	Overhead	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
	GRAND TOTALS	\$317,493.50	\$0.00	\$317,493.50	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$317,493.50	\$0.00

*Management, permit, dumpster, utilities, toilets, cleaning

**Bathroom accessories, fire extinguishers, mailbox

EXIHIBIT B

Mandatory Contract Provisions

The following terms and conditions apply to any sub-grantees, contractors, subcontractors, successors, transferees, and assignees ("Recipient") of federal assistance provided to Linn County by the U.S. Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2011).

1. Compliance with Applicable Laws and Regulations.

The Recipient and its employees shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Agreement, including but not limited to all of the following:

- a. Treasury guidance, including but not limited to, U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions ("Treasury Guidance"), the most recent revision of which is dated November 15, 2021;
- b. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- c. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- d. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- e. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- f. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- g. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- h. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- i. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;

- j. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

2. Publications.

Recipient agrees that any publications produced with funds from this award must display the following language:

"This project is being supported, in whole or in part, by federal award number SLFRP0336 awarded to Linn County by the U.S. Department of the Treasury."

3. Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes:

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;

- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court of grand jury; and/or
- g. A management official or other employee of Linn County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

4. Seat Belt Use.

Linn County encourages the Recipient to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company owned, rented, or personally owned vehicles.

5. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Linn County encourages the Recipient to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

6. Certification Regarding Government-Wide Restrictions on Lobbying.

The Recipient certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Recipient, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.



Commercial Services Agreement

Customer Name Linn County Overflow Alliant Building Date 12/8/22

Billing Address 935 2nd St

City Sw State Iowa Zip Code 52404 Phone _____

I. INTENT

- A. This Agreement is intended to constitute a mutual understanding between Linn County Overflow Alliant Building (hereinafter the Customer) and Orkin, LLC (hereinafter "Orkin").
- B. The specifications indicate services to be rendered by Orkin at the building(s) and premises of the Customer located at (service address):
1017 12th Ave Cedar Rapids, Iowa 52404

County Name: Linn Is this within city limits ☒ Yes ☐ No ☐ Food Safety with GM QA ☐ Health Care ☐ Health Care with GM QA

II. SCOPE AND NATURE OF WORK

- A. Orkin agrees to provide service for the following pests (the "Covered Pests") ☒ Roaches ☒ Common ants ☒ Rats and mice ☐ Pharaoh ants* ☒ Common spiders ☐ Flies ☐ Odor ☐ Other _____
Service means the periodic treatment to help control/combate the Covered Pests. Service cannot guarantee the Covered Pests will not return, but if they do, Orkin will retreat, as set out under the Triple Guarantee attached hereto and incorporated into this Agreement. *Additional per service charge required to cover these ants.
- B. **Service Exclusions. Services Requiring a Separate Agreement:** The Customer understands that this Agreement does not cover other pests including, but not limited to: Carpenter Ants, Fire Ants, Tawny Ants, Bed Bugs, Bat Bugs, Brown Recluse Spiders, Mosquitoes, Stored Product Pests, Birds, Wildlife, Termites and other wood destroying organisms, or mold like conditions. Service for these pests requires a separate agreement or addendum. The requirement of a separate agreement or addendum can not be waived by the Customer or any employee or agent of Orkin. This exclusion can not be waived by the Customer or any employee or agent of Orkin.

III. CUSTOMER OBLIGATIONS

- A. The Customer shall extend all reasonably necessary cooperation to ensure satisfaction from pest services, including: availability of premises; appropriate sanitation, and corrective construction measures.
- B. Whenever conditions conducive to the breeding and harborage of pests covered by this Agreement are reported to the Customer in writing by Orkin, the Customer shall take the necessary steps to correct such conditions.
- C. The Customer is responsible for communicating with all persons in the premises about the treatments and the nature of services offered hereunder; moreover, the Customer acknowledges that it has no information, or has communicated to Orkin in writing any information it does have, that any persons in the premises have any medical condition or sensitivity which may be affected by the services contemplated by this agreement.
- D. Should the Customer discover any covered pests during the term of this Agreement, they must follow the applicable notification and documentation processes as set out in the scope of service, provided by Orkin.
- E. Failure of the Customer to take necessary steps to correct conditions reported to it or to otherwise comply with the Customer Obligations in Section III will relieve Orkin of its obligations under the Triple Guarantee and will permit Orkin, at its discretion, to terminate this Agreement with sixty (60) days written notice.

IV. SERVICE SCHEDULE

- A. Orkin service representative shall service the Customer (service frequency): ☐ 1 Time ☒ 2 Times ☐ 4 Times per month ☐ Other _____
All areas requiring attention shall be treated as deemed necessary by Orkin.
- B. Orkin representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

V. TERMS AND PRICE INCREASES:

- A. This agreement shall be effective for a period of ☒ 1 ☐ 2 ☐ 3 years from the date hereof, and thereafter the term shall automatically renew for additional terms of one (1) year. This agreement can be cancelled by either party by giving written notice of termination at least 60 days prior to the end of the applicable term then in effect.
- B. For multiple year agreements, the service charge will not increase for two years after the initial treatment. Thereafter, and for all non-multiple year agreements, Orkin shall have the right to increase the service charges effective anytime after the anniversary date of the initial treatment.

VI. PAYMENT

- A. The cost of the services described herein shall be \$ 56.00 plus tax of \$ 0.00 for the initial service and \$ 125.00 plus tax of \$ 0 per service thereafter for a period of () months. You will receive an invoice in the month serviced. Payment shall be due upon receipt of invoice.

VII. MATERIALS

The materials used to control pests in and around Customer's premises shall be used in accordance with each product's label and specifications and in conformance with applicable Federal, State and Local laws and regulations.

VIII. RELEASE AND LIMITATION OF LIABILITY:

- A. Customer expressly releases Orkin from liability for any claim whatsoever including, but not limited to, personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure or contents) unless caused by the gross negligence or willful misconduct of Orkin. The Customer agrees that under no circumstances shall Orkin be liable for any amount greater than the amount paid by the Customer to Orkin for the services to be provided at the affected location(s).
- B. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR ANTICIPATED PROFITS, PRODUCTION DELAYS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION OR GOODWILL.

IX. EQUIPMENT REPLACEMENT

- A. The Customer agrees to use the leased equipment or Orkin provided equipment (the "Equipment") in a proper manner and upon the cancellation of this Agreement to return the Equipment in good condition, usual wear and tear excepted. All Equipment (which includes rodent barrier equipment, air products, or insect light traps) that is damaged, lost or destroyed on the Customer's premises will be replaced and charged to the Customer. Charges will be in accordance with the current existing equipment costs, unless such loss or damage was caused by Orkin's own negligence. Orkin shall retain ownership of leased components.
- B. Upon termination of this Agreement for any reason, the Customer agrees to make the leased components available to Orkin. At Orkin's discretion, Orkin may in a lawful manner and without breach of the peace, enter upon the Customer's premises, take possession of and remove the leased components. Orkin will not be responsible for any damage to the Customer's property upon removal of the leased components except such damage solely caused by Orkin's negligence.

PAYMENT SUMMARY

1. INITIAL SERVICE PAYMENT	
a. Initial / Start-up Service	\$ 125.00
b. One-Time Charges	\$
c. Product Sales	\$
d. Sales Tax (if applicable)	\$ 0.00
TOTAL (1a + 1b + 1c + 1d)	\$ 125.00
2. RECURRING SERVICE CHARGES	
a. Per Service Treatment Charge	\$ 56.00
b. Sales Tax (if applicable)	\$ 0.00
TOTAL (2a + 2b)	\$ 56.00
3. RECURRING LEASE SERVICE CHARGES	
a. Leased Component Charges	\$
☐ Sconce ☐ Standard ☐ Industrial ☐ AutoFresh ☐ Actizyme: Odor Neutralizer	
☐ AirRemedy™	
☐ AirRemedy Alpha	
☐ AirRemedy Beta	
☐ AirRemedy Gamma	
☐ AirSpa™	
☐ AirSpa Alpha	
☐ AirSpa Beta	
☐ AirSpa Gamma	
☐ Other	
b. Sales Tax (if applicable)	\$
TOTAL (3a + 3b)	\$ 0
INITIAL SERVICE INVESTMENT (Total of 1a, b, c, d + 3a + b)	\$ 125.00
RECURRING SERVICE/LEASE PAYMENT (Total of 2+3)	\$ 56.00
METHOD OF PAYMENT:	
☐ CASH ☐ CHECK ☒ PAYMENT OPTION FORM ☐ P.O. #	

I have read and understand all the terms of this Agreement on the reverse side.

Joseph I Taylor 6969988
Inspector Name (PRINT) Employee ID # or Certification #
(319) 206-3990
Branch Telephone Number

6105 7th st sw
Branch Street Address
Cedar Rapids Iowa 52404
City State Zip Code

Branch Management Signature
162181APP (rev 5.22)

12/8/22

Date

Customer's Signature

OFFICIAL INITIAL.

heverly.hayden@linncountytv.org

12/8/22

Date

- X. **INSURANCE:** Upon request, Orkin shall furnish to the Customer a certificate of liability insurance coverage in effect.
- XI. **CHEMICAL INFORMATION WARNING:** Virtually all pesticides have some odor which may be present for a short time after application. At your request, Orkin will provide information about the chemicals to be used in treating the premises.
- XII. **DISPUTE RESOLUTION:** (A.) Mediation/Arbitration: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES PERFORMED BY ORKIN UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT, REGARDLESS OF WHETHER THE CONTROVERSY OR CLAIM AROSE BEFORE OR AFTER THE EXECUTION, TRANSFER OR ACCEPTANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY TORT AND STATUTORY CLAIMS, AND ANY CLAIMS FOR PERSONAL OR BODILY INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY, SHALL BE SETTLED BY BINDING ARBITRATION. UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATION SHALL BE ADMINISTERED UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND SHALL BE CONDUCTED BY AAA. IF ADMINISTERED UNDER THE AAA RULES, A CLAIM SHALL BE DETERMINED UNDER THE AAA SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES IN CASES WHERE SUCH PROCEDURES ARE APPLICABLE. ANY OTHER CONTROVERSY OR CLAIM SHALL BE DETERMINED UNDER THE AAA COMMERCIAL ARBITRATION RULES. THE CUSTOMER AND ORKIN AGREE THAT THE ARBITRATOR SHALL FOLLOW THE SUBSTANTIVE LAW, INCLUDING THE TERMS AND CONDITIONS OF THIS AGREEMENT. EITHER PARTY HAS THE RIGHT TO REQUIRE A PANEL OF THREE (3) ARBITRATORS, BUT IN THE ABSENCE OF THE PARTIES' AGREEMENT, THE REQUESTING PARTY SHALL BE RESPONSIBLE FOR THE COST OF THE ADDITIONAL ARBITRATORS. EITHER PARTY MAY REQUEST AT ANY TIME PRIOR TO THE HEARING THAT THE AWARD BE ACCOMPANIED BY A REASONED OPINION. THE AWARD RENDERED BY THE ARBITRATOR(S) SHALL BE FINAL AND BINDING ON ALL PARTIES, EXCEPT THAT A PARTY MAY WITHIN 30 DAYS OF THE ORIGINAL AWARD REQUEST AN ARBITRAL APPEAL TO AN APPEAL TRIBUNAL, CONSTITUTED IN THE SAME NUMBER AND BY THE SAME PROCESS AS THE INITIAL ARBITRATOR(S). THE APPEALING PARTY SHALL BE RESPONSIBLE FOR THE FILING FEE AND OTHER ARBITRATION FEES AND COSTS SUBJECT TO AWARD BY THE APPEAL TRIBUNAL UNDER APPLICABLE LAW. THE APPEAL TRIBUNAL SHALL REVIEW ALL QUESTIONS OF LAW AND FACT UNDER A CLEARLY ERRONEOUS STANDARD. THE AWARD OF THE APPEAL TRIBUNAL SHALL BE FINAL AND BINDING. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT HAVING JURISDICTION THEREOF. CUSTOMER AND ORKIN ACKNOWLEDGE AND AGREE THAT THIS ARBITRATION PROVISION IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. BEFORE HAVING RECOURSE TO ARBITRATION, CUSTOMER AND ORKIN EACH AGREES TO TRY IN GOOD FAITH TO SETTLE ANY CONTROVERSY OR CLAIM BY AT LEAST FOUR (4) HOURS OF MEDIATION ADMINISTERED UNDER THE AAA COMMERCIAL MEDIATION RULES WITH ORKIN AGREEING TO PAY THE COSTS OF THE MEDIATION. THE AAA MAY BE CONTACTED AT THE TOLL-FREE NUMBER 800.778.7879, OR THROUGH THE FOLLOWING WEBSITE: <http://www.adr.org>. (B) Class Action Waiver: ANY LEGAL PROCEEDING OF ANY NATURE MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR MULTIPLE PLAINTIFF OR SIMILAR REPRESENTATIVE PROCEEDING.
- XIII. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties with respect to the Services and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. Unless otherwise expressly provided herein, no changes, alterations, or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto, no dealings between the parties or customs shall be permitted to contradict, vary, add to, or modify the written terms of this Agreement. If any term or provision, or portion thereof, is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to each such term or provision, and such unenforceable term or provision shall not affect any other term or provision of this Agreement, and the remaining terms and provisions of this Agreement shall remain binding and be construed and enforced accordingly. This Agreement is the product of negotiations between the Parties and shall be construed without regard to any presumption or rule requiring adverse construction or interpretation against either Party.
- XIV. **FORCE MAJEURE:** Orkin will be relieved of its obligations and may terminate this Agreement upon providing sixty (60) days' written notice if any of the obligations set forth in this Agreement are not met by the Customer, or in the event of a change in state or federal law that materially affects Orkin's obligations under this Agreement. Moreover, Orkin may terminate if it cannot perform its responsibilities due to (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats, or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) unavailability of pesticides or other supplies for ordinary sources, and (j) shortage of adequate power or transportation facilities.



ORKIN COMMERCIAL SERVICES TRIPLE GUARANTEE

1

2x24 Response Guarantee

When you see a pest, you need service right away – 365 days a year. Orkin makes it easy with a direct priority line to our national customer service department and to your local branch. **We'll respond to your request within 2 hours and if needed have someone on-site at your facility within 24 hours – guaranteed.**

2

Reimbursement Guarantee*

Should your company be fined by a regulatory agency due solely to a pest infestation, Orkin will reimburse you for the amount of those fines that are paid.

RESTAURANT AND HOSPITALITY PRECISION PROTECTION™ CUSTOMERS:

Should your customer see a roach, rat or mouse in your establishment after 60 days of service, Orkin will:

- Repay, either you or the customers as appropriate, the reasonable charges incurred by the customer at time of sighting.
- Invite the customer back as Orkin's guest for a meal or room charge, as appropriate.

FOOD SAFETY PRECISION PROTECTION™ CUSTOMERS:

As a Food Safety Precision Protection customer, we stand behind you during your food safety audits. In the unlikely event that you fail your third-party food safety audit solely due to the pest management portion, Orkin will immediately develop and implement an action plan to address gaps noted by the auditor and will pay for that auditing company to come back and re-audit your facility within 60 days of the initial audit.

3

360° Satisfaction Guarantee

With Orkin, your satisfaction is guaranteed on all sides with three unique 60-day guarantees.

- ◆ **60 days complimentary service if you're not satisfied with the way we begin our service** – After you choose Orkin, we provide a 60-day guarantee of our service. If you're not satisfied after the first 60 days, we reimburse you in full.
- ◆ **60 days complimentary service if you're not satisfied at any time thereafter** – At any time, if you are not completely satisfied with results of your regularly scheduled service, Orkin will provide complimentary service for up to 60 days until you're satisfied.
- ◆ **60 days complimentary regular service by another provider if you're still not satisfied** – If you are still dissatisfied after 60 days of Orkin's complimentary service and you wish to cancel our service, we will pay for the first 60 days of regular service by another provider of your choice.

12/8/22

ORKIN REPRESENTATIVE

DATE

CUSTOMER

12/8/22

DATE



PEST CONTROL DOWN TO A SCIENCE.™

LOCATION

* See agreement for details.



Commercial Customer Service Record

Fill out any special instructions for your Orkin Technician.

Enter Messages to Print on Service Ticket:

9 tin cats and 4 ext distribute tin cats between three levels no rodent baiting indoors, use glue boards in food storage areas

Set and maintain rodent hardware, treat preventative in common areas, entry doors, bathrooms shower areas (upstairs)

Directions:

Nearest Cross Street:

Medical:

Preferred Range of Service:

Date(s):

Time(s):

Pets: ☐

Special Instructions:

Purchase Order

#: PO416

12/12/2022

935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5000
LinnCountyIowa.Gov



Vendor

VAN DIEST SUPPLY CO
1434-220TH ST
PO BOX 610
WEBSTER CITY IA 50595-0610
United States

TOTAL

\$5,208.30

Receive By:

Note: Sales Tax Exempt ID Number 42-6004338

Order Instructions: Please enter our order for the following, subject to the instructions, terms and conditions named herein. **Important** This order expressly limits acceptance to the terms stated herein, and any additional or different terms proposed by the seller are rejected unless assented to in writing. No chemicals accepted without material safety data sheet (MSDS). All orders are FOB Destination unless specifically stated otherwise.

Department	Department Contact	Contact Telephone	Terms
61-ENGINEER	MEGAN J DICESARE-HUCK	(319) 892-6424	

Quantity	Units	Item	Description	Rate	Amount
135		HERBICIDES	CUT STUMP HERBICIDE PREMIX (GAL) 20% GARLON 4 ULTRA 2% MILESTONE 78% EP BASE OIL PLUS WITH BLUE DYE	\$38.58	\$5,208.30

Memo: CUT STUMP HERBICIDE

Total

\$5,208.30

Bill To

Linn County Engineer
1888 County Home Road
Marion, IA 52302

Ship To

MAIN SHOP
1944 CONTY HOME RD
MARION IA
United States



PO416

LINN COUNTY SECONDARY ROAD DEPARTMENT
1888 COUNTY HOME ROAD
MARION, IA 52302

Cut Stump
Herbicide Results
12/9/2022

Nutrien Ag Solutions
5230 Airport Rd
Spearfish, SD 57783
(605) 645-1636
william.walker@nutrien.com

Van Diest Supply Co.
902 East Diehl Ave
Des Moines, IA 50315
alex.tucker@vdsc.com

**Midwest Spray Team &
Sales Inc.**
PO Box 65668
W Des Moines, IA 50265
christ3@g.com

No.	Product	Qty	UOM	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Pre-Mix	135	gal	\$40.09	\$5,412.15	\$38.58	\$5,208.30	No Bid Received	
	20% Garlon 4 Ultra								
	2% Milestone								
	78% EP Base Oil Plus with blue dye								
	TOTAL				\$5,412.15		\$5,208.30		\$0.00

Purchase Order

#: PO417

12/12/2022

935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5000
LinnCountyIowa.Gov



Vendor

COLEMAN MOORE COMPANY
220 NEW YORK AVE
DES MOINES IA 50313
United States

TOTAL

\$36,633.60

Receive By:

Note: Sales Tax Exempt ID Number 42-6004338

Order Instructions: Please enter our order for the following, subject to the instructions, terms and conditions named herein. **Important** This order expressly limits acceptance to the terms stated herein, and any additional or different terms proposed by the seller are rejected unless assented to in writing. No chemicals accepted without material safety data sheet (MSDS). All orders are FOB Destination unless specifically stated otherwise.

Department	Department Contact	Contact Telephone	Terms
61-ENGINEER	MEGAN J DICESARE-HUCK	(319) 892-6424	

Quantity	Units	Item	Description	Rate	Amount
864		EROSION CONTROL MATERIALS	EROSION CONTROL MATERIALS - MAT INC. BLEND W/TAC - 50 LB BAGS	\$21.40	\$18,489.60
864		EROSION CONTROL MATERIALS	EROSION CONTROL MATERIALS - MAT - FIBER WOOD MULCH - 50LB BAGS	\$21.00	\$18,144.00

Memo: EROSION CONTROL MATERIALS

Total \$36,633.60

Bill To

Linn County Engineer
1888 County Home Road
Marion, IA 52302

Ship To

SECONDARY ROAD MAIN SHOP
1944 COUNTY HOME RD
MARION IA
United States



PO417

220 New York Ave, Des Moines, IA 50313
Office: (515) 309-5577 Fax: (515) 309-5579

Date: 12/01/22 Quote No:

QUOTATION FOR MATERIAL

Customer	Project
Name _____	Name _____
Address _____	Mulch Prices December 2022
City _____	
State _____ Zip Code _____	Proj. # _____
Phone No. _____	
Email: _____	Bid Date _____

Description	Unit	Quantity	Unit Price
Mat Inc Wood Mulch 50# Bag	ea	864	\$ 21.00
Mat Inc Wood Mulch w/tac 50# Bag	ea	864	\$ 21.40

Notes:

- 1) All applicable sales taxes not not include in the above unit pricing
- 2) All unit pricing is F.O.B Coleman Moore Company unless state above
- 3) All Quantities Stated Above Are Estimates Only, Contractor is Responsible for Final Quantities
- 4) Terms: Net 30 days, Interest will be charge on overdue accounts

This quotation expires in thirty days and prices herein are predicated on material shipping within the standard lead times quoted herein, after the receipt of a signed order. Any extension of these prices beyond the quotation expiration limit or beyond the standard lead time deliveries quoted herein will only be honored in the event of specific written confirmation by an authorized representative of Coleman Moore Company.

Above prices quoted for acceptance within thirty days from the date. Prices quoted apply only to project specified.

A late charge 1-1/2% monthly (18% annual rate) will be imposed on past due accounts.

In the event of manufactures price increase during day 1 to 30 of valid quotation period, unit pricing will be adjusted to same percent increase.

Acceptance

Subject to being awarded the contract, we hereby order material at the above unit price.

Coleman Moore Company

Company _____
By _____
Title _____

By	Shawna Mikesell
Name	Shawna Mikesell
Title	Sales

Brown, Nichole

From: Huck, Megan
Sent: Monday, December 12, 2022 1:47 PM
To: Brown, Nichole; Hutchins, Britt
Subject: Fwd: [External] RE: Call me please
Attachments: Linn County Irvm December 2022.xls

----- Forwarded message -----

From: Shawna Mikesell <smikesell@colemanmoorecompany.com>
Date: Dec 12, 2022 12:39 PM
Subject: [External] RE: Call me please
To: "Huck, Megan" <Megan.Huck@linncountyiowa.gov>
Cc:

CAUTION: EXTERNAL SENDER WARNING -- This email originated from outside of Linn County. Do not click any links or open attachments unless you recognize the sender and have verified that the content is safe. NEVER share your username or password with anyone for any reason.

Quote Attached

Thanks,
Shawna Mikesell
Coleman Moore Company

From: Huck, Megan <Megan.Huck@linncountyiowa.gov>
Sent: Monday, December 12, 2022 10:30 AM
To: Shawna Mikesell <smikesell@colemanmoorecompany.com>
Subject: RE: Call me please

I got your e-mail unblocked. You should be able to send the quotes to my county e-mail now.

From: Shawna Mikesell <smikesell@colemanmoorecompany.com>
Sent: Monday, December 12, 2022 8:40 AM
To: Huck, Megan <Megan.Huck@linncountyiowa.gov>
Subject: [External] RE: Call me please

CAUTION: EXTERNAL SENDER WARNING -- This email originated from outside of Linn County. Do not click any links or open attachments unless you recognize the sender and have verified that the content is safe. NEVER share your username or password with anyone for any reason.

Quote:

Wood Mulch = \$21.00/bag
Wood Mulch w/tac = \$21.40/Bag

Thanks,
Shawna Mikesell

Coleman Moore Company

From: Huck, Megan <Megan.Huck@linncountyiowa.gov>
Sent: Monday, December 12, 2022 8:25 AM
To: Shawna Mikesell <smikesell@colemanmoorecompany.com>
Subject: Call me please

Can you please call me ASAP.

Thank you,

Megan



MEGAN HUCK
Vegetation Management Specialist
SECONDARY ROAD DEPARTMENT
1888 County Home Road | Marion, IA 52302
Ph: 515-520-0528 | Fax: 319-892-6419
LinnCounty.org

Brown, Nichole

From: Huck, Megan
Sent: Saturday, December 10, 2022 7:09 AM
To: Brown, Nichole; Hutchins, Britt
Subject: Single source mulch purchase

Britt,

As you are well aware, finding and receiving products has been extremely difficult. When I needed to purchase mulch for an upcoming seeing project, I called Construction Materials in Marion, Storm Water Supply in Davenport and Coleman Moore in Des Moines.

Construction Material and Storm Water Supply were completely out of mulch and were completely out of mulch and would not be expecting a delivery until February or March of 2023.

Coleman Moore was working with a company that would take two orders at a time and get us mulch in December.

I talked with Shawwna from Coleman Moore and she said mulch will be extremely hard to find during the peak seasons (and it was for 2022, I imagine it will only get worse) I decided to purchase the mulch during the off season so we won't have to search high and low for mulch during peak seasons.

I talked with Jerad and he said to order 4 truck loads from Coleman Moore (2 truck loads in December and 2 in February) since all 4 of our districts would be doing ditch work.

If you need any more information please let me know.

Prepared by Jessie Black
Linn County Planning & Development
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100
(319) 892-5130
Return to Becky Shoop, Auditor's Office

ORDINANCE NO. – – 2022

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, LINN COUNTY, IOWA BY ADDING THERETO A NEW SUBSECTION IN CHAPTER 107, ARTICLE VI SECTION 107-117 PERTAINING TO HAZARDOUS MATERIALS PIPELINES; ADDING A HAZARDOUS MATERIALS PIPELINE USE TYPE TO THE ZONING CLASSIFICATIONS ALLOWED USES IN CHAPTER 107, ARTICLE VII, TABLE 107-147-1; AND ADDING DEFINITIONS FOR HAZARDOUS MATERIALS AND PIPELINE IN CHAPTER 107, ARTICLE IX, SECTION 107-180

BE IT ORDAINED by the Board of Supervisors, Linn County, Iowa as follows:

SECTION 1. SUBSECTION ADDED. Chapter 107 – UNIFIED DEVELOPMENT CODE, of The Code of Ordinances, Linn County, Iowa, is amended by adding thereto new subsections in Article VI, SPECIFIC DEVELOPMENT STANDARDS, Section 107-117, Standards for transportation and utility uses, hereby created to read as follows:

- (i) *Reserved.*
- (j) *Utilities, hazardous materials pipelines.* Proposed private hazardous materials pipelines shall meet the following standards:
 - (1) *Setbacks.* The setbacks listed in table 107-117-1 below shall apply to all new private hazardous materials pipelines.

Table 107-117-1 Setback Requirements for Private Hazardous Materials Pipelines

Hazardous Materials Pipeline Type and Use Type	Required Setback*
Liquid	
Places of Public Assembly**	As established in federal regulations (49 CFR § 195), no pipeline may be located within 50 feet (15 meters) of any private dwelling, or any industrial building or place of public assembly in which persons work, congregate, or assemble, unless it is provided with at least 12 inches (305 millimeters) of cover in addition to that prescribed in 49 CFR § 195.248.
Dwellings	As established in 49 CFR § 195, no pipeline may be located within 50 feet (15 meters) of any private dwelling, or any industrial building or place of public assembly in which persons work, congregate, or assemble, unless it is provided with at least 12 inches (305 millimeters) of cover in addition to that prescribed in 49 CFR § 195.248
Carbon Dioxide, Dense or Supercritical Phase***	
Places of Public Assembly**	The circle formed around the center point of a pipeline, the radius of which is $r = (155.80 \times d) + 738.19$ where r is the radius in feet, and d is the nominal diameter of the pipeline in inches. For example, a 6-inch pipeline would require a setback of 1,673 feet.
Dwellings	The circle formed around the center point of a pipeline, the radius of which is $r = (107.65 \times d) + 328.08$ where r is the radius in feet, and d is the nominal diameter of the pipeline in inches. For example, a 6-inch pipeline would require a setback of 974 feet. Setbacks from dwellings may be waived by the owner of the dwelling. If setbacks are waived, the pipeline operator shall provide proof of this waiver in writing. Projects that have received approval from the Iowa Utilities Board shall have their required setback reduced to 300 feet provided the pipeline operator addresses why this setback reduction is necessary in their petition to the Iowa Utilities Board.

* The setback shall be the distance identified under the setback column in Table 107-117-1 measured from the pipeline to the closest point of the building, depending on the identified use type. Unless the setback is from a future growth area, in which case the setback shall be measured from the property line.

** As referenced in Table 107-117-1, Places of Public Assembly are areas where evacuation of occupants may present difficulties, including, but not limited to, retirement and nursing homes, family homes, schools, childcare homes and centers, group homes, hospitals, detention facilities, or human service facilities; outdoor places of public assembly, including, but not limited to, campgrounds, day camps, cemeteries, stables, amphitheaters, shooting ranges, golf courses, stadiums, and parks that may be occupied by 20 or more persons at least 50 days per year; and indoor places of public assembly including, but not limited to stores, workplaces, houses of worship, and auditoriums that may be occupied by 20 or more persons five days per week.

***Supercritical or dense phase carbon dioxide is that which is held above its critical pressure and temperature in a fluid state.

- (2) *Avoidance of future growth areas.* The setbacks listed in table 107-117-1 for places of public assembly shall apply to identified future growth areas for cities within Linn County. Identified future growth areas include any land identified as Metro Urban Service Area or Non-Metro Urban Service Area on the Linn County Rural Land Use Map. Identified expansion areas also include residential or commercial future land use designations contained within any adopted Fringe Area Plan. These setbacks may be waived by the applicable city. If setbacks are waived, the pipeline operator shall provide proof of this waiver in writing.
- (3) *Minimum cover required.* Minimum cover requirements, as established by federal regulations (49 CFR § 192.327 and § 195.248) shall be met. Where federal law does not define a minimum depth of cover and land is in agricultural production, a minimum depth of 36 inches or greater shall be maintained. A greater depth shall be required when determined necessary to withstand external loads anticipated from deep tillage of 18 inches, as required by Iowa Administrative Code Chapter 9.5(6), Restoration of Agricultural Lands During and After Pipeline Construction.
- (4) *Critical Natural Resource District Protections.* Pipeline applications in the CNR (Critical Natural Resource) zoning district must meet the general performance standards outlined in article VII, section 107-142 § (i) of this chapter, which are designed to protect delineated critical natural resources. An application for a pipeline shall demonstrate why rerouting around a Critical Natural Resource district is unavoidable, if proposed.
- (5) *Development within the floodplain.* All pipelines shall meet both state and local floodplain regulations.
- (6) *Iowa Utilities Board Approval Required.* All pipelines shall have received written approval from the Iowa Utilities Board in accordance with Iowa Code chapter 479B before applying for zoning verification.

SECTION 2. SECTION MODIFIED. Chapter 107, Article VII, Section 107-147 Use Table, Table 107-147-1, is hereby amended by adding thereto a new use type, hereby created to read as follows:

Transportation and Utility Uses		STD	AG	RR 1/2/3	VR	VM	USR	USR- MF	HC	GC	I	CNR	MH
Utilities	<u>Hazardous Materials Pipeline</u>	<u>107-117(j)</u>	P	P	P	P	P	P	P	P	P	P	P

SECTION 3. SECTION ADDED. Chapter 107, Article IX, Section 107-180 of The Code of Ordinances, Linn County, Iowa, is hereby amended by adding thereto new definitions, hereby created to read as follows:

Hazardous materials means those materials listed on the Hazardous Materials Table in 49 Code of Federal Regulations (CFR) § 172.101.

Pipeline means all parts of those physical facilities through which a gas or liquid moves in transportation, including pipe, valves, and other appurtenance attached to pipe, compressor units, metering stations, regulator stations, delivery stations, holders, and fabricated assemblies.

SECTION 4. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. 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 6. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 7. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

LINN COUNTY BOARD OF SUPERVISORS

Ben Rogers, Chair

Louis J. Zumbach, Vice Chair

Stacey Walker, Supervisor

ATTEST:

Joel Miller, County Auditor

I, Linn County Auditor, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors.

Joel Miller, County Auditor

State of Iowa
County of Linn

This instrument was acknowledged before me on the _____ day of December 2022, by Joel Miller as Linn County Auditor.

Notary Public, State of Iowa

Public hearing on the 12th day of December 2022.

First consideration on the 12th day of December 2022.

Second consideration on the 14th day of December 2022.

Third consideration and final passage on the 21st day of December 2022.

Published in *The Gazette* on the _____ day of December 2022.

Prepared by & to be returned to Linn County Planning & Development
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100 (319) 892-5130

LINN COUNTY RESOLUTION #_____

**Linn County and City of Alburnett Agreement
For
Rental Housing and Property Maintenance Inspections**

WHEREAS, the Board of Supervisors, Linn County, Iowa, pursuant to Iowa Code Chapter 28E, proposes that Linn County enter into an agreement with the City of Alburnett, Iowa under the title *Linn County and City of Alburnett Agreement for Rental Housing Inspections* and *Linn County and City of Alburnett Agreement for Property Maintenance Inspections*, and

AND WHEREAS, the purpose for such agreements are to provide for the administration of the property maintenance and housing codes of the City of Alburnett by Linn County in order to protect the public health, safety, and welfare, and

AND WHEREAS, such agreement is in the best interests of Linn County and the City of Alburnett, and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, that Linn County, Iowa will join pursuant to Iowa Code Chapter 28E, with the City of Alburnett, Iowa into an agreement entitled *Linn County and City of Alburnett Agreement for Rental Housing Inspections* and *Linn County and City of Alburnett Agreement for Property Maintenance Inspections*.

Passed and approved this _____ day of _____, 2022.

LINN COUNTY BOARD OF SUPERVISORS

Ben Rogers, Chair

ATTEST:

Joel D. Miller, Linn County Auditor

Prepared by & to be returned to Linn County Planning & Development 935 2nd
Street S.W., Cedar Rapids, Iowa 52404-2100 319-892-5130

**LINN COUNTY AND CITY OF ALBURNETT
AGREEMENT FOR RENTAL HOUSING INSPECTIONS**

1. TITLE

Pursuant to Iowa Code Chapter 28E, this Agreement by and between Linn County, Iowa and the City of Alburnett, Iowa, shall be known as the *Linn County and City of Alburnett Agreement for Rental Housing Inspections*.

2. PURPOSE AND SCOPE

2.1 Purpose of Agreement. The purpose of this Agreement is to provide inspection services for Rental Housing Regulations of the City of Alburnett to protect the public health, safety and welfare.

2.2 Scope of Services. Linn County, through the Building Division of the Department of Planning and Development, shall provide services to inspect rental housing units as specified in the City's adopted Rental Housing Code.

3. DEFINITIONS

As used in this Agreement, the following terms are defined:

<i>Building Division:</i>	The Building Division of the Linn County Department of Planning and Development.
<i>Code Official:</i>	The Linn County Building Official who is the designated authority charged with the administration and enforcement of the Linn County <i>Rental Housing Code</i> .
<i>City:</i>	The City of Alburnett, Iowa.
<i>Code:</i>	The current version of Chapter 105, Buildings and Building Regulations: Article VII of the Linn County Code of Ordinances as adopted by Linn County, Iowa including amendments and recodifications in effect at the time of the inspection or investigation.

<i>County:</i>	The County of Linn, Iowa.
<i>Code Compliance Officer:</i>	The Code Compliance Officer employed with the Linn County Building Division under the direction of the Linn County Building Official.

4. PROCEDURES AND FEES

4.1 Place of Registration. Landlord and property registration will be made at the City of Alburnett, 103 E. 1st Street, Alburnett, IA. The City shall remit to the County a copy of all registered residential rental properties.

Fees. Applicant fees are to be paid directly to the City by the applicant. Monthly the County will bill the City for all rental services performed within the City.

The bill will include an itemized list of the rental services that were performed. The City shall remit payment to the County within 30 days of receipt of the bill. All fees paid by the City to the County shall be retained by the County. The City of Alburnett agrees to pay Linn County for inspection services based upon Linn County's adopted fee schedule for rental housing as established by Resolution number 2022-9-146 approved by the Linn County Board of Supervisors

5. INSPECTIONS

5.1. Types of inspections. The County shall provide inspections in accordance with the adopted *Rental Housing Code*. Weed and junk vehicle complaints shall be handled by the City.

5.2. Notification. Notification of required rental housing inspections shall be made by the County to the owner or authorized agent.

5.3. Inspections. The City shall provide the County with a list of all units which are to be inspected for Rental Housing Code compliance. This list shall be updated by the City every six months. The County shall be responsible for creating and maintaining a schedule for the required inspections of all units identified on the list.

5.4. Inspection times. The Code Compliance Officer will conduct inspections between the hours of 9:30 a.m. and 3:30 p.m., Monday through Friday. The County reserves the right to modify this inspection schedule to accommodate the Officer's schedules. The County will notify the City of any changes to the inspection schedule.

5.5. Certificate of Inspected Housing. A Certificate of Inspected Housing shall be issued by the County to the owner or authorized agent upon successfully passing inspection and shall be valid for two (2) years once the rental unit has passed all inspections required by the Rental Housing Code.

6. ENFORCEMENT

Administration and enforcement of the Regulations shall be by the Code Official. Enforcement and prosecution of Code violations cited by the County shall be by the City.

7. RECORDS

7.1. Records maintenance. The County shall maintain records of rental units, rental inspections, inspection results, certificates of inspected housing, and all notices of violations, beginning with the effective date of this Agreement, for a period of five years from the issuance date, unless this agreement is terminated sooner. For the sixty days following the termination of this agreement over after the five-year maintenance period has passed, whichever comes later, the City shall have at its option and own expense, to right to obtain copies of all records maintained by the County.

7.2. Activity reports. The County shall provide, if requested, quarterly reports to the City of inspection activities in the City. The reports shall include the number and type of inspections performed, and number of certificates of inspected housing issued. Other information may be included in the reports as mutually agreed.

8. HOLD HARMLESS

The City of Alburnett shall hold harmless, indemnify, and defend all claims and suits for liability against Linn County and any of its employees arising as a result of any services performed by Linn County under this agreement.

9. APPEALS

Appeals of decisions or determinations relative to the application and interpretation of the Rental Housing Code shall be through the City in accordance with the Code.

The City shall provide decisions and findings in writing to the County.

10. AMENDMENTS

Any portion of this Agreement may be amended at any time, as mutually agreed, by Resolution of the County Board of Supervisors and Resolution of the City Council.

11. DURATION OF AGREEMENT

This Agreement shall continue until terminated by either the County or the City.

12. TERMINATION

Either the County or the City may terminate this Agreement at any time by providing written notice at least three months prior to the termination date. Written notice shall be a certified copy of a resolution by the County Board of Supervisors or the City Council.

The County shall not be obligated to perform inspections after the termination date.

13. EFFECTIVE DATE

The effective date of this Agreement is January 1, 2023 or the date the certified Agreement is recorded at the Linn County Recorder, whichever is later.

Bethany Sarazin, Mayor
City of Alburnett

Ben Rogers, Chair
Linn County Board of

Supervisors Attest:

Chris Shelby, City Clerk

Joel Miller, Auditor

Prepared by & to be returned to Linn County Planning & Development 935 2nd
Street S.W., Cedar Rapids, Iowa 52404-2100 319-892-5130

**LINN COUNTY AND CITY OF ALBURNETT
AGREEMENT FOR PROPERTY MAINTENANCE INSPECTIONS**

1. TITLE

Pursuant to Iowa Code Chapter 28E, this Agreement by and between Linn County, Iowa and the City of Alburnett, Iowa, shall be known as the *Linn County and City of Alburnett Agreement for Property Maintenance Inspections*.

2. PURPOSE AND SCOPE

2.1 Purpose of Agreement. The purpose of this Agreement is to provide inspection services for Property Maintenance Regulations of the City of Alburnett to protect the public health, safety and welfare.

2.2 Scope of Services. Linn County, through the Building Division of the Department of Planning and Development, shall provide services to inspect and determine property maintenance violations as specified in the City's adopted Property Maintenance Code.

3. DEFINITIONS

As used in this Agreement, the following terms are defined:

<i>Building Division:</i>	The Building Division of the Linn County Department of Planning and Development.
<i>Code Official:</i>	The Linn County Building Official who is the designated authority charged with the administration and enforcement of the Linn County <i>Property Maintenance Code</i> .
<i>City:</i>	The City of Alburnett, Iowa.
<i>Code:</i>	The current version of Chapter 105, Buildings and Building Regulations: Article VI of the Linn County Code of Ordinances as adopted by Linn County, Iowa including amendments and recodifications in effect at the time of the inspection or investigation.
<i>County:</i>	The County of Linn, Iowa.

*Code Compliance
Officer:*

The Code Compliance Officer employed with the Linn County Building Division under the direction of the Linn County Building Official.

4. PROCEDURES AND FEES

4.1. Fees. Inspection fees are to be paid directly to the City by the property owner. Monthly the County will bill the City for all property maintenance services performed within the City.

The bill will include an itemized list of the property maintenance services that were performed. The City shall remit payment to the County within 30 days of receipt of the bill. All fees paid by the City to the County shall be retained by the County. The City of Alburnett agrees to pay Linn County for inspection services based upon Linn County's adopted fee schedule for property maintenance as established by Resolution number 2022-9-146 approved by the Linn County Board of Supervisors

5. INSPECTIONS

5.1. Types of inspections. The County shall provide inspections in accordance with the adopted *Property Maintenance Code*. Weed and junk vehicle complaints shall be handled by the City.

5.2. Notification. Notification of property maintenance inspections shall be made by the county to the owner or authorized agent.

5.3 Inspection requests. Property maintenance inspection requests shall be made by the City to the county. Customers will be directed to contact the City with complaints, concerns, and requests relating to property maintenance. Requests may be made via email or by telephone to the Linn County Building Division between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Twenty-four hour notice is required prior to an inspection.

5.4 Inspection times. The Code Compliance Officer will conduct inspections between the hours of 9:30 a.m. and 3:30 p.m., Monday through Friday. The County reserves the right to modify this inspection schedule to accommodate the Officer's schedules. The County will notify the City of any changes to the inspection schedule.

6. ENFORCEMENT

Administration and enforcement of the Regulations shall be by the Code Official. Enforcement and prosecution of Code violations cited by the County shall be by the City.

7. RECORDS

7.1. Records maintenance. The County shall maintain records of property maintenance investigation requests, investigation results, and all notices of violations, beginning with the effective date of this Agreement, for a period of five years from the issuance date, unless this agreement is terminated sooner. For the sixty days following the termination of this agreement over after the five-year maintenance period has passed, whichever comes later, the City shall have at its option and own expense, to right to obtain copies of all records maintained by the County.

7.2. Activity reports. The County shall provide, if requested, quarterly reports to the City of inspection activities in the City. The reports shall include the number and type of inspections performed, and number of certificates of inspected housing issued. Other information may be included in the reports as mutually agreed.

8. HOLD HARMLESS

The City of Alburnett shall hold harmless, indemnify, and defend all claims and suits for liability against Linn County and any of its employees arising as a result of any services performed by Linn County under this agreement.

9. APPEALS

Appeals of decisions or determinations relative to the application and interpretation of the Property Maintenance Regulations shall be through the City in accordance with the Code.

The City shall provide decisions and findings in writing to the County.

10. AMENDMENTS

Any portion of this Agreement may be amended at any time, as mutually agreed, by Resolution of the County Board of Supervisors and Resolution of the City Council.

11. DURATION OF AGREEMENT

This Agreement shall continue until terminated by either the County or the City.

12. TERMINATION

Either the County or the City may terminate this Agreement at any time by providing written notice at least three months prior to the termination date. Written notice shall be a certified copy of a resolution by the County Board of Supervisors or the City Council.

The County shall not be obligated to perform inspections after the termination date.

13. EFFECTIVE DATE

The effective date of this Agreement is January 1, 2023 or the date the certified Agreement is recorded at the Linn County Recorder, whichever is later.

Bethany Sarazin, Mayor
City of Alburnett

Ben Rogers, Chair
Linn County Board of

Supervisors Attest:

Chris Shelby, City Clerk

Joel Miller, Auditor

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF SERVICE AGREEMENT WITH EAST CENTRAL IOWA COUNCIL OF GOVERNMENTS (ECICOG) FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) APPLICATION PREPARATION AND FOR THE ADMINISTRATION AND PROJECT DELIVERY OF THE CDBG-DR GRANT, IF AWARDED

WHEREAS, Linn County (COUNTY) desires to submit a Community Development Block Grant Disaster Recovery (CDBG-DR) application to the Iowa Economic Development Authority; and

WHEREAS, the East Central Iowa Council of Governments (ECICOG) has experience in writing CDBG grant applications, and has experience with the grant administration and project delivery that will be required, if awarded; and

WHEREAS, the COUNTY desires to enter into a service agreement for the application preparation and whereby also agrees to enter into a contract with ECICOG for the grant administration and project delivery, if the CDBG-DR application is awarded.

NOW THEREFORE BE IT RESOLVED, THAT THE LINN COUNTY BOARD OF SUPERVISORS AUTHORIZES THE CHAIRPERSON TO SIGN A SERVICE AGREEMENT WITH THE EAST CENTRAL IOWA COUNCIL OF GOVERNMENTS FOR THE CDBG-DR APPLICATION PREPARATION AND AGREES TO ENTER INTO A CONTRACT FOR THE CDBG-DR GRANT ADMINISTRATION AND PROJECT DELIVERY, IF AWARDED.

PASSED AND APPROVED this 14th day of December 2022.

Ben Rogers, Chairperson

ATTEST: _____
Name, Title



SERVICE AGREEMENT

Purpose. This SERVICE AGREEMENT is hereby entered into by **LINN COUNTY, IOWA** (hereinafter referred to as "the COUNTY") and the **EAST CENTRAL IOWA COUNCIL OF GOVERNMENTS** (hereinafter referred to as the "SERVICE PROVIDER") for the purpose of contracting with the SERVICE PROVIDER for the preparation of a **COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) APPLICATION** (hereinafter referred to as "APPLICATION").

Application Preparation. The SERVICE PROVIDER agrees to prepare the APPLICATION to be submitted to the Iowa Economic Development Authority (IEDA) for the purpose of funding a project proposed by a developer through the CDBG-DR Program. This includes preparation of all documents required for the application submission and ensuring that developer has provided the necessary documents as required by the Iowa Economic Development Authority.

Terms & Fee. The SERVICE PROVIDER will provide staff services for APPLICATION preparation free of charge. The COUNTY agrees, by signing this SERVICE AGREEMENT, to have the SERVICE PROVIDER administer the CDBG-DR program and provide project delivery if the APPLICATION is successful. The fee for such service will be stipulated in the APPLICATION and paid with CDBG-DR dollars.

Effective Dates. The effective starting date of this SERVICE AGREEMENT shall be December 1, 2022, and the SERVICE AGREEMENT shall remain in effect until the Notice of Award. Upon award of a grant, the COUNTY and the SERVICE PROVIDER shall enter into a separate AGREEMENT for grant administration and project delivery of the CDBG-DR program.

Termination. This SERVICE AGREEMENT may be terminated by either the COUNTY or the SERVICE PROVIDER by submitting written notice of termination to the other party no less than ten (10) days before the APPLICATION submission. Should the COUNTY terminate the agreement, SERVICE PROVIDER shall invoice the COUNTY for the staff hours spent on the application preparation prior to the termination date at a rate of \$75 per hour.

This SERVICE AGREEMENT represents the entire and integrated agreement between the COUNTY and the SERVICE PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This SERVICE AGREEMENT may be amended only by written instrument signed by both the COUNTY and the SERVICE PROVIDER.

COUNTY:

Chairperson, Linn County

Date

SERVICE PROVIDER:

Executive Director, ECICOG

Date

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AND DIRECTING EAST CENTRAL IOWA COUNCIL OF GOVERNMENTS (ECICOG)
TO SUBMIT APPLICATIONS AND ASSOCIATED DOCUMENTS FOR FUNDING FOR THE COMMUNITY
DEVELOPMENT BLOCK GRANT DISASTER RECOVERY DERECHO HOUSING PROGRAM (CDBG-DR) TO THE
IOWA ECONOMIC DEVELOPMENT AUTHORITY**

WHEREAS, on August 10, 2020 communities in Linn County, Iowa experienced a derecho storm that significantly impacted the condition and availability of rental and owner housing throughout the county; and

WHEREAS, the Linn County Board of Supervisors has heretofore deemed it necessary and desirable to apply for a \$2,385,000.00 grant through the CDBG DR Program to the Iowa Economic Development Authority for the Dows Pocket Neighborhood, and

WHEREAS, the Linn County Board of Supervisors has heretofore deemed it necessary and desirable to apply for a \$860,000.00 grant through the CDBG-DR program for the Dows Commons Project; and

WHEREAS, the Linn County Board of Supervisors is supportive of the Dows Pocket Neighborhood Project which will create 10 for sale, owner occupied units, and the Dows Commons Project, which will create 5 rental units in Linn County for low-to-moderate income households; and

WHEREAS, the Linn County Board of Supervisors held a public hearing on November 23, 2022 to discuss a. How the need for the proposed activity was identified, b. Source of funding, c. Date the application will be submitted, d. Amount of federal funds to be requested, e. Portion of federal funds benefiting low-to-moderate income households, f. Location of proposed activity, g. Plans to minimize displacement of persons or businesses from funding activity, h. Plans to assist those displaced, and i. The nature of the project as part of the application process; and

WHEREAS, the public hearing provided an opportunity for public input for the development of the Community Development and Housing Needs Assessment, which is hereby adopted; and

WHEREAS, accordingly, a grant application is being prepared for each project and documents have been presented to the Linn County Board of Supervisors for the approval necessary to submit the grant applications.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the Linn County, Iowa, that the Chairperson of the Board of Supervisors is hereby authorized and directed to sign and execute on behalf of Linn County, the additional documents required for the application, as presented to the Board of Supervisors, and ECICOG is hereby authorized to submit the CDBG DR application and the associated documents for the above named project to the Iowa Economic Development Authority on or before December 30, 2022.

Passed and approved this 14th day of December 2022

Ben Rogers, Chairperson

ATTEST:

Name, Title

Linn County Fair Housing and Outreach Plan

It shall be the policy and commitment of Linn County to ensure that fair and equal housing opportunities are accessible to all persons, regardless of race, color, national origin, religion, sex, sexual orientation, gender identity, familial status, disability, citizenship, political affiliation, or indigenous populations.

This will be accomplished through a program of education, designation of a Discrimination Complaint Officer, and/or development of policies and procedure for housing discrimination complaints.

The plan will incorporate directives of state and federal laws, but not limited to:
 Iowa Code Chapter 216
 The Fair Housing Act – Title VIII of the Civil Rights Act of 1968, as amended

Part 1: Outreach and Engagement

Linn County commits to providing and promoting Fair Housing and will take affirmative steps to reach beneficiaries from all racial and ethnic groups, the disabled, families with children, and income eligible beneficiaries for housing opportunities. Linn County will identify groups of persons “least likely to apply” as defined by The Department of Housing and Urban Development (HUD) are demographic groups in the housing market area who are “not likely to apply for the housing without targeted outreach, including marketing materials in other languages for limited English proficient individuals, and alternative formats for persons with disabilities. Reasons for not applying may include, but are not limited to, insufficient information about housing opportunities, language barriers, or transportation impediments.” The outreach and engagement plan will consider the specific needs of each of these potential applicants and strategically utilize preferred communication modes for each group. A 2021 study by the Urban Land Institute found that overall, the Cedar Rapids region housing market is one of the most affordable in the country. The same report also found the region has one of the largest White-Black homeownership gaps, a 53.24% difference. As potential first-time homebuyers, or current renters, are more likely to be single, a household of color, and to have a lower income than area median, outreach strategies may be identified to inform these groups of the available housing opportunity and welcome them to apply.

Linn County shall require that any person or entity receiving city, state, or federal housing funds shall create marketing and outreach materials that:

- Identify location and a description of the available property.
- Create an application process that encourages all persons to apply.

Prepared: 12/1/2022

Adopted: _____

- Provides contact information that includes community agencies available to assist with application process, if required.
- Display Fair Housing logo and state commitment to Fair Housing and non-discrimination.

Linn County shall also display contact information for the Cedar Rapids Civil Rights Commission for complaints within Cedar Rapids City limits, the Iowa Civil Rights Commission for other locations within Linn County, and the local Discrimination Complaint Officer on a poster placed in county offices. Linn County may additionally place [Fair Housing Know Your Rights](#) informational brochures prepared by the Iowa Civil Rights Commission in a prominent location in county offices and other public access points in Linn County.

Part 2: Personalized Recovery Plan

In 2008, during the Housing and Economic Crisis, Linn County experienced a devastating flood which covered 10-square miles and damaged 5,238 housing units. The dual crises resulted in a protracted period of disaster recovery in Linn County which lasted greater than 10 years. In 2020, as Linn County transitioned from 2008 disaster recovery to planned economic development and housing expansion, a devastating derecho during a global pandemic once again decimated local housing stock as the pandemic complicated recovery. At the local level city and county officials rely upon several capabilities of the national emergency preparedness system, but most important is the provision of timely, equitable restoration of infrastructure and housing. Following the derecho, federal funding was available through disaster loans from the Small Business Administration (SBA) for damages to real estate property, excluding rental properties, which are also much more likely to be located in high risk-prone areas, have fewer protective features, and not be as well maintained as owner-occupied housing. Assistance was also available through the Federal Emergency Management Agency (FEMA). According to research from the National Low Income Housing Coalition (NLIHC) FEMA programs are designed to help families with household income above 100% area median income (AMI) and are also not available for landlords to repair rental units. Following Hurricanes Katrina, Rita, and Wilma a report by the U.S. Government of Accountability Office found that 62% of owner-occupied units received FEMA household assistance, but only 18% of damaged rental units received federal assistance. In Linn County, 3,387 households applied for household assistance. Only 812 applicants were deemed eligible to receive FEMA assistance.

In an All-Hazard Event, Linn County Emergency Management Agency (LCEMA) coordinates with both public and private organizations to coordinate operations and resource allocation. One-day after the derecho LCEMA activated the Emergency Volunteer Center. The center coordinated with the United Way of East Central Iowa in the organization of LAP-AID (Linn Area Partners in Active Disaster) a group of over 30 health and human service providers who worked collaboratively to maximize resource management. Through LAP-AID several other initiatives were created 1) My Care Community, which conducted a Needs Assessment Questionnaire developed by Linn County Public Health, Iowa State University Extension and Outreach, Hawkeye Community Action Program, and Waypoint to identify needs and allocate federal, state and local resources. 2) Providing Assistance to Community Homeowners (PATCH)

program, started in Linn County to assist homeowners through the collaborative effort of local governments as well as community organizations such as Waypoint, Housing Fund for Linn County, East Central Iowa Council of Governments, Greater Cedar Rapids Community Foundation, United Way, Cedar Valley Habitat for Humanity, Cedar Rapids Bank and Trust, Neighborhood Finance Corporation, and Matthew 25. The City of Cedar Rapids and Linn County each contributed \$1 million of ARPA funding which resulted in a total dedication of \$3.4 million project dollars from private and government sources dedicated to housing recovery for over 150 households in Linn County through forgivable loans to complete repairs not covered by FEMA/SBA as well as provide construction management easing financial and emotional stressors for homeowners in the area. 3) The Alliance for Equitable Housing, a multijurisdictional collaboration led by Linn County of area government leaders, funders, advocacy groups and nonprofits in the housing system working together to form equitable solutions to the housing shortage and rehabilitation needs in the community.

LCCEMA maintains a Comprehensive Emergency Plan for Linn County which is updated annually. As part of this process of continual review and improvement, following the derecho an evaluation with recommendations were prepared and presented in an *After-Action Report* to guide further recovery efforts. Notably, as part of this process Linn County committed to develop, arrange, coordinate, and host trainings with a participation commitment from smaller jurisdictions in partnership with East Central Iowa Council of Governments. Linn County will also “track and analyze Key Performance Indicators (KPIs) surrounding community resilience to inform policymakers and key stakeholders and guide high impact decision-making. As well as “Cultivate strong relationships to reach residents, especially in marginalized and vulnerable communities, through collaborations with multiple agencies, jurisdictions, communities, and stakeholder groups.” LAP-AID committed to “support communication and engagement strategies for vulnerable populations and to assist in writing guidance for recovery support functions including housing and health and human services.”

Commented [PM1]: Fragment - wondering if this was meant to be connected to the previous sentence?

Linn County, in partnership with the City of Cedar Rapids, created the Community Resilience Project to enhance collaboration during the recovery phase. The first Linn County Resilience Hub was established in August of 2022 through Resolution 2022-8- 133. Surrounding jurisdictions and service providers now provide critical access to housing and basic needs assistance and resources in a year-round space at the county owned Filmore Building. Initial partnerships were formed with Feed Iowa First, the National Association for the Advancement of Colored People (NAACP) and the Salvation Army to provide access to local foods. Plans include solar charging stations and free Wi-Fi services.

Through a joint competitive application process Linn County and Cedar Rapids have awarded \$1.8 million funded through the American Rescue Plan Act (ARPA) to affordable housing initiatives in Linn County which included the Linn County Affordable Housing Expansion Program at HACAP (Hawkeye Area Community Action Program), funding home loans through the Neighborhood Finance Corporation, as well as funding the Linn County Community Services/Planning and Development Housing Equity Needs Study and Assessment to guide future affordable housing strategies.

Linn County recognizes that low-income renters have fewer financial resources, smaller social networks, and have no control over repairs to their homes following a disaster. As a result, they are more likely to be displaced from the community following a disaster and therefore their voices are not present in public meetings when recovery efforts are discussed unless dedicated outreach and communication efforts are undertaken. In Linn County, 30% of homeowner and 70% of renter household incomes are below 80% area median income (AMI). Further research may be needed before policies are created which address the disaster recovery funding gaps for renter-occupied housing units. In the meantime, the proposed project will address gaps in prior disaster recovery funding which disproportionately impacted the LMI population and increase diverse, attainable housing choices in Linn County by providing housing units well below typical home prices to LMI households. More affordable housing options in Linn County will reduce worker commute times, reduce stress on infrastructure and allow more time for family and community activities. New resiliently built housing will withstand future storms, support small business growth, and attract both new customers and skilled workers to the community. Quality schools, good jobs, health and well-being, and safe neighborhoods all depend on housing.

Part 3: Coordination with Government Agencies and Developers

Linn County and the project developer are committed to improving the economic welfare and housing opportunities for all lowans through ongoing partnerships with area agencies. Future coordination may be accomplished utilizing existing agency communication infrastructure to distribute information and applications for the proposed project. Outreach and communication with local government agencies to promote the proposed project shall be conducted through collaboration with the following agencies who assist low-to-moderate income persons with credit counseling, financial counseling, legal assistance, and homeownership assistance: Iowa State University Extension and Outreach, Iowa Department of Human Services – Linn County, Iowa Legal Aid, Veterans Administration Supported Housing, Linn County Veteran Services, East Central Iowa Council of Governments, Cedar Rapids Civil Rights Commission, Linn County General Assistance, Linn County Housing Authority, Iowa Workforce Development, Iowa Department of Health and Human Services, Cedar Rapids Housing Services Division, and the Opportunity Center at the Cedar Rapids Public Library. Where applicable will coordinate with the USDA Rural Development Lending Program and Iowa Finance Authority Down Payment and Closing Cost Programs providing program and eligibility information to potential homebuyers.

Part 4: Coordination with Local Organizations

Linn County has coordinated with more than 30 health and service organizations and a dozen housing organizations through collaborations such as LAP-AID, PATCH, The Alliance for Equitable Housing and The Linn County Resilience Hub which have all been made possible by the cooperation and support of Linn County. Future coordination may include, but not be limited to, promotion of proposed project and assistance with credit counseling, financial counseling, language interpretation and translation, ease of access for disabled, homeownership assistance, rental assistance, utility assistance, and/or emergency shelter. Linn

County shall establish and maintain contact with the following organizations located in the housing market area for outreach and communication with groups of persons identified as “least likely to apply” for the housing opportunity, as well as those most likely in need of further recovery assistance: Housing Fund for Linn County, Consumer Credit Counseling/Horizons A Family Service Alliance, Neighborhood Finance Corporation, Cedar Valley Habitat for Humanity, Hawkeye Area Community Action Program (HACAP), Waypoint, Willis Dady Homeless Services, Catherine McAuley Center, Salvation Army, St. Vincent De Paul Salvage Center, Metro Catholic Outreach, Wake Up For Your Rights, Iowa Mortgage Help, Helping Hands Ministry, Mathew 25 Ministry Hub, Disability Rights Iowa, Together We Achieve, Iowa Finance Homelessness Programs, and Iowa PATH (Projects for Assistance in Transition from Homelessness). Communications may be through electronic mailings, press releases, media advertisements, or public service announcements. All print media materials or advertisements will include the Fair Housing logo. Linn County shall track referrals received from community partners. Additionally, Linn County may coordinate with the Intercultural Center of Iowa, Path of Hope, The Refugee and Immigrant Association of Cedar Rapids, or St. Mark’s United Methodist Church, who provide linguistic support and resources to immigrant and minority cultural communities

Part 5: Language Access Plan

As described in HUD’s 72 FR 2732, the Limited English Proficiency (LEP) requirement is flexible and fact-dependent, beginning with a community-level Four Factor Analysis which looks at the following:

Factor 1: Number or proportion of LEP persons eligible to be served or likely to be encountered by the applicant subrecipient.

Iowa Economic Development Authority (IEDA) estimated the proportion of LEP persons in the service area using 2011-2015 American Community Survey (ACS) data (Table B16001: Language Spoken at Home by Ability to Speak English for the Population 5 Years and Over). LEP persons are defined as those that “speak English less than very well” in the ACS data.

Linn County	Number who speak English less than very well	Percentage
Spanish	1,138	0.54%
Other Indo-European languages	1,064	0.50%
French, Haitian, or Cajun	669	0.32%

Per HUD guidelines, if LEP is 5% or less of the eligible population or beneficiaries, and less than 1000 in number no written translation is required. IEDA will translate vital documents into Spanish for the LEP Spanish population which is relatively large in Linn County and provide “I

Speak” cards as well as an on-demand language line to facilitate the request of services for French, Vietnamese, Arabic, Chinese, and other Indo-European languages.

Factor 2: The frequency with which LEP individuals encounter the programs.

IEDA has determined that New Resilient Affordable SF Housing and New Housing – Rental programs may provide direct client assistance on a daily basis to LEP individuals and require enhanced language access services. IEDA will prioritize LEP training for all subrecipients in these programs.

Factor 3: Nature and importance of the activity or service provided by the program.

New Resilient Affordable SF Housing, New Housing – Rental programs and language assistance services benefit all participants including homeowners, landlords, renters, and small business owners positively impacting the economic well-being of the community.

Factor 4: Resources available to the applicant subrecipient and cost of LEP compliance.

The IEDA has established a Language Access Program Coordinator, translation of vital documents, language line services, “I Speak” cards, and website resources to provide meaningful access for LEP individuals to CDBG-DR-funded activities, programs, and services at zero cost to subrecipient.

Part 6: Steps to Affirmatively Further Fair Housing

1. Advertise, publicize, and pass an Affirmative Fair Housing Policy that will certify that Linn County adheres to the requirements of the federal Fair Housing Act and the Iowa Civil Rights Act of 1965.

All advertising or information regarding housing opportunities funded in all or part by Linn County or the State of Iowa will include the Equal Housing Opportunity logo and the Equal Housing Opportunity statement.

Linn County shall display the Fair Housing Logo and a link to their Affirmative Fair Housing Policy on its website.

Linn County shall display Fair Housing flyers which identify the Discrimination Complaint Officer and contact information in prominent locations. Additionally, flyers may be posted at other community locations.

2. In accordance with Title VIII, Civil Rights Act of 1968, as amended, the Discrimination Complaint Officer, named below has been designated for any housing-related bias or discrimination complaint.

Name: Ashley Balias

Title: Director, Community Outreach & Assistance

Address: 1240 26th Avenue Ct. Cedar Rapids, IA 52404

Phone number:

The Discrimination Complaint Officer will be responsible for intake and processing of all housing complaints and fair housing activities. The officer will be familiar with the complaint process and federal and state laws which address Fair Housing and shall maintain records to include the date, time, nature of complaint, and final disposition of complaints. A separate file shall be maintained to record all housing complaints, actions taken, and status of each complaint. The Discrimination Complaint Officer may assist the complainant in submitting the complaint to the appropriate Civil Rights Commission.

Elective Steps:

1. Linn County will send appropriate staff to attend a fair housing training or conference.
2. Linn County will assist Housing Choice Voucher program participants to help locate and secure housing outside of racially concentrated areas of poverty (RCAPs) or areas outside of RCAPs by ensuring that information regarding available units is provided to the local Public Housing Authority (City of Cedar Rapids) and included on the PHA's list of available units that is disseminated to program participants.

PUBLIC NOTICE**AFFIRMATIVE FAIR HOUSING POLICY**

This notice is published pursuant to the requirements of Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with federal assistance, and with Title VIII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in the provision of housing because of regardless of race, color, national origin, religion, sex, sexual orientation, gender identity, familial status, disability, citizenship, political affiliation, or indigenous populations.

Linn County advises the public that it will administer its assisted programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing and the provision of brokerage services.

Linn County shall assist individuals who believe they have been subject to discrimination in housing through the resources of the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

Linn County has designated the following (person or office) as the contact to coordinate efforts to comply with this policy. Inquiries should be directed to:

NAME: Ashley Balias

OFFICE: Community Outreach & Assistance

ADDRESS: 1240 26th Avenue Ct. SW

CITY/STATE/ZIP CODE: Cedar Rapids, Iowa 52404

PHONE NUMBER: 319-892-5609

HOURS: 8:00 AM – 4:00 PM





Provide to IEDA

DEVELOPER ASSURANCES: 2020 CDBG-DR New Housing Program

Name of Property Owner/Developer: *Dows Agri Community Development LLC*

Address of Project Property: *Lots 21 to 30, Dows Farm, Linn County, IA*

As rightful owner(s), developer(s), and/or responsible entity(s), we: (check boxes to confirm)

- ☒ Agree to the submission of the 2020 Derecho CDBG-DR Grant application for the benefit of the above-named property/project.
- ☒ Agree to all terms and conditions defined in the CDBG-DR Program Guidelines and Grant Application.
- ☒ Understand and agree to the federal compliance requirements of this grant including but not limited to: **environmental review** (no work on project site shall occur until after the environmental review record is complete and IEDA issues release of funds), **labor standards** and prevailing wages are required for all projects producing 8 or more housing units and/or public infrastructure, **Section 3** - all labor hours and income certification of all laborers must be recorded for any project receiving more than \$200,000 in CDBG-DR funds.
- ☒ Understand and agree to the term of affordability requirements of this program. All single family homes must be sold to buyers who qualify at or below 80% AMI, all rental projects must maintain at least 51% income qualified units for the term of affordability (15 years for single-family for-sale and 15 years for single-family rental units (1-4 units), 20 years for multi-family rental (5+ units)).
- ☒ Understand and agree to the baseline Green Streets building standards for disaster recovery housing as outlined in the Green Streets Green Development Plan and Checklist.
- ☒ Understand that grant funds are made as a reimbursement and understand that you must complete the proposed scope of work for the project before receiving final reimbursement of grant funds.
- ☒ Agree to notify local grant recipient AND Iowa Economic Development Authority regarding changes in scope of work that may occur during construction that vary from the proposed plans submitted in the grant application. Substantial change in a project design may affect the amount of an award.
- ☒ Agree to abide by state and federal civil rights requirements which bars discrimination against any employee, applicant for employment, or any person participating in any sponsored program on the basis of race, creed, color, religion, sex, national origin, age, disability (mental and/or physical), political affiliation, sexual orientation, gender identity, or citizenship.
- ☒ Understand that IEDA reserves the right to take photographs of the project and use information relevant to the project in case studies, program marketing, etc.

By signing this Applicant Assurances document, we certify the information presented above, and in the application and attachments, to be true and correct to the best of the entity's knowledge.

Owner/Developer:

Dows Agri Community Development LLC

Type/Print Name and Title

Chad Pelley President

Signature:

[Signature]

Date

12/8/22

Grant Recipient:

Linn County

Type/Print Name and Title

Ben Rogers, Chairperson

Signature

Date

12/14/2022



Provide to IEDA

DEVELOPER ASSURANCES: 2020 CDBG-DR New Housing Program

Name of Property Owner/Developer: *Dows Agricomunity Development LLC*

Address of Project Property: *Lot 20, Dows farm, Linn County, IA*

As rightful owner(s), developer(s), and/or responsible entity(s), we: (check boxes to confirm)

- ☒ Agree to the submission of the 2020 Derecho CDBG-DR Grant application for the benefit of the above-named property/project.
- ☒ Agree to all terms and conditions defined in the CDBG-DR Program Guidelines and Grant Application.
- ☒ Understand and agree to the federal compliance requirements of this grant including but not limited to: **environmental review** (no work on project site shall occur until after the environmental review record is complete and IEDA issues release of funds), **labor standards** and prevailing wages are required for all projects producing 8 or more housing units and/or public infrastructure, **Section 3** - all labor hours and income certification of all laborers must be recorded for any project receiving more than \$200,000 in CDBG-DR funds.
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- ☒ Understand and agree to the baseline Green Streets building standards for disaster recovery housing as outlined in the Green Streets Green Development Plan and Checklist.
- ☒ Understand that grant funds are made as a reimbursement and understand that you must complete the proposed scope of work for the project before receiving final reimbursement of grant funds.
- ☒ Agree to notify local grant recipient AND Iowa Economic Development Authority regarding changes in scope of work that may occur during construction that vary from the proposed plans submitted in the grant application. Substantial change in a project design may affect the amount of an award.
- ☒ Agree to abide by state and federal civil rights requirements which bars discrimination against any employee, applicant for employment, or any person participating in any sponsored program on the basis of race, creed, color, religion, sex, national origin, age, disability (mental and/or physical), political affiliation, sexual orientation, gender identity, or citizenship.
- ☒ Understand that IEDA reserves the right to take photographs of the project and use information relevant to the project in case studies, program marketing, etc.

By signing this Applicant Assurances document, we certify the information presented above, and in the application and attachments, to be true and correct to the best of the entity's knowledge.

Owner/Developer:

Dows Agr. Community Development LLC

Type/Print Name and Title

Chad Pelley President

Signature:

Date

12/8/22

Grant Recipient:

Linn County

Type/Print Name and Title

Ben Rogers, Chairperson

Signature

Date

12/14/22



Provide to IEDA

PROJECT ASSURANCES:

Name of Property Owner/Developer: Dows Agri Community Development LLC

Address of Project Property: Lots 21-30, Dows farm, Linn County, IA

As an applicant for an applicable Iowa Economic Development Authority assisted project, I have familiarized our project development team and contractors with the following local, state, and federal project guidelines/standards. (check boxes to confirm)

- ☒ (PROJECTS THAT INCLUDE A RESIDENTIAL COMPONENT ONLY): I agree to work with a third-party Home Energy Rating System (HERS) Rater to implement a HERS rating of residential elements of the project.
- ☒ I am aware of the Iowa Green Streets Criteria and our project is expected to follow the sustainable building practices outlined in the guidelines. As a part of this awareness process, I have reviewed and provided the Green Streets Best Practice Lists to the appropriate project contractors and/or sub-contractors:
- ☒ Provided Heating, Ventilation, Air Conditioning System (HVAC) Contractor Best Practices List
 - ☒ Provided Plumbing Contractor Best Practices List
 - ☒ Provided Electrician Contractor Best Practices List
 - ☒ Provided General/Construction Contractor Best Practices List
 - ☒ (NEW CONSTRUCTION ONLY) Provided Site Designer/Civil Engineer Best Practices List
- ☒ I am aware of the Secretary of the Interior's Standards for the Treatment of Historic Properties and will put forth a good faith effort to follow best practices for the preservation and rehabilitation throughout the project.
- ☒ I agree to conform with the Iowa Energy Code.
- ☒ I agree to conform with the Americans with Disability Act.
- ☒ I agree to conform with all local building codes and regulations.
- ☒ I agree to conform with all local design guidelines and design review processes (if applicable).

By signing this Project Assurances document, we certify the above information to be true and confirm that the project team will incorporate the described practices into the project and grant application.

Owner/Developer:

Dows Agri Community Development LLC

Type/Print Name and Title

Chad Pelley President

Signature:

Date:

12/8/22

Local Government:

Ben Rogers, Chairperson

Type/Print Name and Title

Signature:

Date: 12/14/22



Provide to IEDA

PROJECT ASSURANCES:

Name of Property Owner/Developer: Dows Agri Community Development LLC

Address of Project Property: lot 26, Dows farm, Linn County, IA

As an applicant for an applicable Iowa Economic Development Authority assisted project, I have familiarized our project development team and contractors with the following local, state, and federal project guidelines/standards. (check boxes to confirm)

- ☒ (PROJECTS THAT INCLUDE A RESIDENTIAL COMPONENT ONLY): I agree to work with a third-party Home Energy Rating System (HERS) Rater to implement a HERS rating of residential elements of the project.
- ☒ I am aware of the Iowa Green Streets Criteria and our project is expected to follow the sustainable building practices outlined in the guidelines. As a part of this awareness process, I have reviewed and provided the Green Streets Best Practice Lists to the appropriate project contractors and/or sub-contractors:
- ☒ Provided Heating, Ventilation, Air Conditioning System (HVAC) Contractor Best Practices List
 - ☒ Provided Plumbing Contractor Best Practices List
 - ☒ Provided Electrician Contractor Best Practices List
 - ☒ Provided General/Construction Contractor Best Practices List
 - ☒ (NEW CONSTRUCTION ONLY) Provided Site Designer/Civil Engineer Best Practices List
- ☒ I am aware of the Secretary of the Interior's Standards for the Treatment of Historic Properties and will put forth a good faith effort to follow best practices for the preservation and rehabilitation throughout the project.
- ☒ I agree to conform with the Iowa Energy Code.
- ☒ I agree to conform with the Americans with Disability Act.
- ☒ I agree to conform with all local building codes and regulations.
- ☒ I agree to conform with all local design guidelines and design review processes (if applicable).

By signing this Project Assurances document, we certify the above information to be true and confirm that the project team will incorporate the described practices into the project and grant application.

Owner/Developer:

Dows Agri Community Development LLC

Type/Print Name and Title

Chad Pelley President

Signature:

Date: 12/8/22

Local Government:

Ben Rogers, Chairperson

Type/Print Name and Title

Signature:

Date: 12/14/2022

DUPLICATION OF BENEFITS CERTIFICATION**CDBG-DR NEW HOUSING DEVELOPMENT PROGRAM**

The funding program to which you are applying (CDBG-DR) requires verification of additional financial assistance to comply with The Robert T. Stafford Disaster Relief and Emergency Assistance Act, (Stafford Act Section 312 42 U.S.C. 5121-5207) which prohibits federal agencies from providing financial assistance to any person, business concern, or other entity from receiving federal funds that are duplicative from any other program or any other source where the assistance amount exceeds the need for specific disaster recovery purpose.

Property

Address:

lots 21 to 30, Dows farm, Linn County, IA

I/We,

Dows Agr. Community Development, Inc.
Print Name

affirm the following:

I/We make this Affidavit in connection with Community Development Block Grant Disaster Recovery (CDBG-DR) assistance through the Iowa Economic Development Authority (IEDA) and its local government partners.

I/We have received, or expect to receive, the funding listed on the funding Sources/Uses budget within the Application:

Assistance	Awarded/ Approved	Expected or Application Pending
Property Insurance		
FEMA		
National Flood Insurance Program		
SBA		
HUD HOME, ESG, and/or CDBG		
HUD (Other)		
Housing Trust Fund		
USDA-Rural Development		
LIHTC		
Federal Reserve Affordable Housing Program (AHP)		

Other (please name):		
Other (please name):		

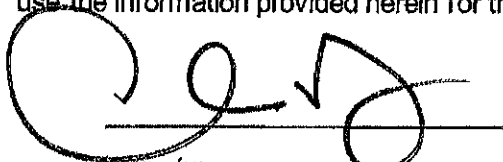
Or

I/We received or expect to receive no additional recovery funds	(please check) ✓
---	---------------------

I/We agree to include all sources and uses of funds in the CDBG-DR Application and notify IEDA in writing of any changes to the information contained in this certification from the date of this Certification through the completion of the Project(s).

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

I/We certify under penalty of perjury that all information provided as part of this application is true and correct to the best of my/our knowledge. I give my consent to the sponsoring organization considering this application to use the information provided herein for the purpose of CDBG-DR program consideration.


Signature

12/8/22
Date

Signature

Date

DUPLICATION OF BENEFITS CERTIFICATION
CDBG-DR NEW HOUSING DEVELOPMENT PROGRAM

The funding program to which you are applying (CDBG-DR) requires verification of additional financial assistance to comply with The Robert T. Stafford Disaster Relief and Emergency Assistance Act, (Stafford Act Section 312 42 U.S.C. 5121-5207) which prohibits federal agencies from providing financial assistance to any person, business concern, or other entity from receiving federal funds that are duplicative from any other program or any other source where the assistance amount exceeds the need for specific disaster recovery purpose.

Property
Address:

Lot 20, Dows farm, Linn County, IA

I/We,

Dows Agri-Community Development LLC
Print Name

affirm the following:

I/We make this Affidavit in connection with Community Development Block Grant Disaster Recovery (CDBG-DR) assistance through the Iowa Economic Development Authority (IEDA) and its local government partners.

I/We have received, or expect to receive, the funding listed on the funding Sources/Uses budget within the Application:

Assistance	Awarded/ Approved	Expected or Application Pending
Property Insurance		
FEMA		
National Flood Insurance Program		
SBA		
HUD HOME, ESG, and/or CDBG		
HUD (Other)		
Housing Trust Fund		
USDA-Rural Development		
LIHTC		
Federal Reserve Affordable Housing Program (AHP)		

Other (please name):		
Other (please name):		

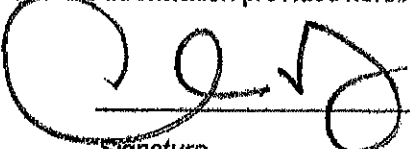
Or

I/We received or expect to receive no additional recovery funds	(please check) ✓
---	---------------------

I/We agree to include all sources and uses of funds in the CDBG-DR Application and notify IEDA in writing of any changes to the information contained in this certification from the date of this Certification through the completion of the Project(s).

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

I/We certify under penalty of perjury that all information provided as part of this application is true and correct to the best of my/our knowledge. I give my consent to the sponsoring organization considering this application to use the information provided herein for the purpose of CDBG-DR program consideration.



Signature



Date

Signature

Date

SUBROGATION AGREEMENT

This Subrogation and Assignment Agreement ("Agreement") is made and entered into on this 14th day of December, 2022, by and between Linn County, Iowa ("Applicant") and the *Iowa Economic Development Authority* ("Grantor").

In consideration of Applicant's financial situation or the commitment by Grantor to evaluate Applicant's application for the receipt of funds (collectively, the "Grant") under the Iowa Economic Development Authority's New Resilient Affordable Housing – For Sale Program (the "Program") administered by Grantor, Applicant hereby assigns to Grantor all of Applicant's future rights to reimbursement and all payments received from any grant, subsidized loan, or assistance under any housing assistance programs that are determined in the sole discretion of Iowa Economic Development Authority to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from a federal grant or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds not listed on the Duplication of Benefits Certification, the Applicant agrees to immediately notify the Grantor of such additional amounts. The Grantor will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the Grantor.

Applicant's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Applicant's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the Grantor. Applicant further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Applicant would be entitled to under any applicable housing assistance program.

If requested by the Grantor, Applicant agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the Grantor, to the extent of the Grant paid to Applicant under the Program, the Policies, any amounts received under the the Program that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the Grantor to consummate and make effective the purposes of this Agreement.

Applicant explicitly allows the Grantor to request of any organization with which the Applicant has applied for or is receiving *Proceeds*, any non-public or confidential information determined to be reasonably necessary by the Grantor to monitor/enforce its interest in the rights assigned to it under this Agreement and give Applicant's consent to such company to release said information to the Grantor.

Applicant represents that all statements and representations made by the Applicant regarding Proceeds received by the Applicant shall be true and correct as of the date of Closing.

NOTICE: Applicant executing this Agreement are hereby notified that intentionally or knowingly making a materially false or misleading written statement to obtain property or credits a violation of Title 18 United

States Code Section 1001 and, depending upon the amount of the Grant, is punishable by a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section.

The Applicant executing this Agreement hereby represents that he \she has received, read, and understands this notice of penalties for making a materially false or misleading written statement to obtain the Grant.

In any proceeding to enforce this Agreement, the Grantor shall be entitled to recover all costs of enforcement, including actual attorney's fees.

APPLICANT

Signature: _____
Name: Ben Rogers, Chair
Date: 12-14-2022

CO-APPLICANT

Signature: 
Name: Chad Pelley
Date: 12-14-2022

GRANTOR:

Iowa Economic Development Authority

Signature: _____
Name: _____
Title: _____
Date: _____

SUBROGATION AGREEMENT

This Subrogation and Assignment Agreement ("Agreement") is made and entered into on this 14th day of December, 2022, by and between Linn County, Iowa ("Applicant") and the *Iowa Economic Development Authority* ("Grantor").

In consideration of Applicant's financial situation or the commitment by Grantor to evaluate Applicant's application for the receipt of funds (collectively, the "Grant") under the Iowa Economic Development Authority's New Resilient Affordable Housing – Rental Program (the "Program") administered by Grantor, Applicant hereby assigns to Grantor all of Applicant's future rights to reimbursement and all payments received from any grant, subsidized loan, or assistance under any housing assistance programs that are determined in the sole discretion of Iowa Economic Development Authority to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from a federal grant or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds not listed on the Duplication of Benefits Certification, the Applicant agrees to immediately notify the Grantor of such additional amounts. The Grantor will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the Grantor.

Applicant's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Applicant's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the Grantor. Applicant further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Applicant would be entitled to under any applicable housing assistance program.

If requested by the Grantor, Applicant agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the Grantor, to the extent of the Grant paid to Applicant under the Program, the Policies, any amounts received under the the Program that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the Grantor to consummate and make effective the purposes of this Agreement.

Applicant explicitly allows the Grantor to request of any organization with which the Applicant has applied for or is receiving *Proceeds*, any non-public or confidential information determined to be reasonably necessary by the Grantor to monitor/enforce its interest in the rights assigned to it under this Agreement and give Applicant's consent to such company to release said information to the Grantor.

Applicant represents that all statements and representations made by the Applicant regarding Proceeds received by the Applicant shall be true and correct as of the date of Closing.

NOTICE: Applicant executing this Agreement are hereby notified that intentionally or knowingly making a materially false or misleading written statement to obtain property or credits is a violation of Title 18 United

States Code Section 1001 and, depending upon the amount of the Grant, is punishable by a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section.

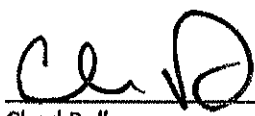
The Applicant executing this Agreement hereby represents that he \she has received, read, and understands this notice of penalties for making a materially false or misleading written statement to obtain the Grant.

In any proceeding to enforce this Agreement, the Grantor shall be entitled to recover all costs of enforcement, including actual attorney's fees.

APPLICANT

Signature: _____
Name: Ben Rogers, Chair
Date: 12-14-2022

CO-APPLICANT

Signature:  _____
Name: Chad Pelley
Date: 12-14-2022

GRANTOR:

Iowa Economic Development Authority

Signature: _____
Name: _____
Title: _____
Date: _____

SIGNED RECEIPT – ATTORNEY GENERAL CONTRACTOR FRAUD CHECKLIST

The Iowa Economic Development Authority (IEDA) is required to make beneficiaries aware of the risks of contractor fraud and other potentially fraudulent activities that can occur in communities recovering from a natural disaster.

By signing this form, the applicant (city, county, or tribe) attests that relevant staff have read the attached Contractor Fraud Checklist as prepared by the Iowa Department of Justice Office of the Attorney General Consumer Protection Division. The applicant also attests that, if awarded, it will review this checklist ahead of signing contracts with contractors and when working with contractors on CDBG-DR projects.

Linn County

Name of Applicant Organization

Ben Rogers

Name of Applicant Representative

Chairperson, Board of Supervisors

Title of Applicant Representative

Signature

December 14, 2022

Date



Selecting a home improvement contractor following a disaster is not an easy task. Our office has put together this checklist to assist you in reducing your risk of losing money to a disreputable or even overworked contractor. The foundation to a good home repair is a good contractor. The cheapest price isn't always the best choice so it's important to find a reputable contractor.

☐ IS THE CONTRACTOR FROM IOWA OR A BORDERING STATE?

Don't fall for the contractor who shows up in an unmarked vehicle or has out-of-state license plates and hands you a business card. An old trick used by storm chasing contractors is to blow into town after a disaster, get business cards printed in one hour, and use a temporary address (sometimes it is a local hotel or a post office box) so it appears they are from Iowa when they are not! If you need follow-up or warranty work from an out-of-state contractor, you may not be able to get in touch with them again. Ask people you know and trust who have used the contractor for their projects and whether the work has been started or completed to their satisfaction.

☐ WATCH OUT FOR INSURANCE SCAMS!

If you're filing an insurance claim to cover the costs of storm damage, negotiate the details with your insurance company directly and not through a contractor. You, as the homeowner, need to be involved in the entire process from claim, to project completion, to payment. **DO NOT PAY THE CONTRACTOR UNTIL THE JOB IS COMPLETED TO YOUR SATISFACTION.** Reputable contractors have established lines of credit that allow them to purchase and pay for materials once the job is completed. Once you pay an out-of-state contractor, they may lose the incentive to return to do the job. It becomes easier and more profitable to move on to the next job and get paid before moving on to the next town. **It is extremely difficult to get your money back from any contractor!**

☐ DOES THIS CONTRACTOR HAVE A HISTORY OF BAD BUSINESS PRACTICES?

Email the Iowa Attorney General at_consumer@ag.iowa.gov or call 515-281-5926 and check the Better Business Bureau complaint database at www.bbb.org to see whether the contractor you're considering has had complaints in the past. To see if a contractor has been sued or has filed a lawsuit, search Iowa Courts Online (see attachment).

☐ IS THE CONTRACTOR REGISTERED?

Every contractor who does business in Iowa is required to register with Iowa Workforce Development (IWD) and out-of-state contractors are required to post a bond. Although a contractor's registration and bonding doesn't guarantee the quality of work or payment of damages if a dispute arises with the contractor, it may help you determine the professionalism and longevity of a contractor. Verify a contractor's registration and bonding at <https://contractor.iowa.gov/IowaIWD/CREG/common/index.jsp> or 515-242-5871 to search for any contractor you're considering and ask the contractor for a copy of their liability insurance certificate.

☐ DOES THE CONTRACTOR HAVE NO RECORD AT ALL?

If there is NO information about the contractor when you research the Iowa Attorney General, Better Business, Bureau, Iowa Courts Online, and Iowa Workforce Development, that is a RED

FLAG because an established contractor will be registered with Iowa Workforce Development and have a verifiable history with the Better Business Bureau.

- ☐ GET AT LEAST ONE OTHER ESTIMATE SO YOU KNOW THE PRICE IS FAIR.
- ☐ GET ALL OF THE CONTRACT DETAILS IN WRITING!
 - 1) details the work to be done,
 - 2) the brand and specifications of the materials to be used,
 - 3) the price,
 - 4) who is responsible for obtaining building permits and scheduling inspections,
 - 5) language stating that all change orders must be in writing,
 - 6) who is responsible for cleanup,
 - 7) start date, and completion date (as well as the remedies if the contractor fails to meet them, such as the contract could be nullified if the contractor doesn't start on time, that frees you to contract with someone else without paying a penalty for canceling the contract.)
- ☐ READ THE CONTRACT (front and back) BEFORE YOU SIGN IT.
- ☐ YOU HAVE THREE BUSINESS DAYS TO CANCEL THE CONTRACT.

If you sign a contract somewhere other than the contractor's regular place of business, such as at your home, you have three business days to cancel the contract without penalty. If you exercise your right to cancel, you must send a cancellation notice by certified mail and it is best to request a return receipt to prove the date you cancelled.
- ☐ DO NOT PAY THE CONTRACTOR UNTIL THE JOB IS COMPLETED TO YOUR SATISFACTION. Reputable contractors have established lines of credit that allow them to purchase materials and pay once the job is completed. Once a disputable contractor is paid, they lose all incentive to return to do the job. It becomes easier and more profitable to move on to the next job and get paid before moving out-of-town. **It is extremely difficult to get your money back from a disputable contractor!**
- ☐ INSIST ON A MECHANIC'S LIEN WAIVER WHEN YOU MAKE YOUR FINAL PAYMENT (see attached) as the waiver will protect the homeowner in case the contractor fails to pay others for materials or labor. The Iowa Secretary of State will notify you by mail if a contractor has placed a mechanic's lien on your home. A mechanic's lien simply secures an interest in your property on behalf of the contractor for 2 years and 90 days. It is much easier to resolve a potential dispute by asking the contractor to sign the waiver as you make your final payment.
- ☐ THINKING ABOUT FINANCING?

Compare your financing options. It's usually safer and a better deal to obtain financing through your local bank or credit union, rather than a contractor. Do some loan shopping and compare loan terms. Don't let anyone pressure you into signing a loan document and never deed your property to anyone.

We hope you find this information helpful. If you have questions or need further assistance, please send an email to Susan.Kerr@AG.Iowa.gov or call 515-281-6414 to leave me a message.

Thank you for reaching out to Attorney General Tom Miller's office.

Iowa Courts Online

Since 1998, the Iowa Judicial Branch has maintained a statewide electronic docket. The docket is a summary of basic case information such as case types, case numbers, an index of filings and orders for each case, names of litigants and attorneys, criminal charges, payments of fines, fees, and child support, judgments and liens. The judicial branch does not have complete documents in electronic format.

[Iowa Courts Online](#) has information from civil, criminal, probate, and traffic courts. This may be helpful when choosing a home improvement contractor to see if the company or individual has been sued in civil court. A search can be made by the company name or the owner's name.

Civil cases typically fall into three major categories:

1. Family law (divorce and child support and custody);
2. Tort law (personal injury, property damage, or product liability);
3. Contract law (written and oral agreements).

Searches for home improvement contracts will generally be categorized as contract law. Small claims court may be used for money claims up to \$6,500. Small claims court procedures are designed for people to pursue their claims without an attorney's help, although representation by an attorney in small claims court is also allowed. District court is designed for claims over \$6,500 and generally requires representation by a private attorney.

Helpful Links

[Iowa Courts Online Help Guide](#)

[Guide to Iowa's Court System](#)

RELEASE AND WAIVER OF LIEN

STATE OF IOWA, COUNTY OF _____

_____ OF _____
(Contractor or Agent Name) (Company Name)

That said company or person, performed work, labor, services and/or furnished material
in the repair or improvement of realty at _____
(Contract site address & Property owner's phone number)

(Description of work done)

That said company, or person, has been paid \$ _____ pursuant to the terms and
conditions of its contract with _____ including labor,
(Property owner's name)

material and equipment furnished by it through _____, 20 ____ the receipt and

sufficiency of which is hereby acknowledged. The undersigned so hereby waive all liens and claims
which said company, or person, may have against the above property through the aforesaid date, and
further, the undersigned represents that no other person or party has any right to a lien on the above
property on account of any work performed or materials furnished to said company, or person, under its
contract. This payment represents FULL payment of the contract.

Company _____

Federal ID or SSN # _____

Address _____

City _____

SIGNATURE _____

Title _____

Phone _____

Mechanic's Notice and Lien Registry (MNLR)

This form needs to be signed by the general contractor before you make your final payment!

You may find more information about a mechanic's lien and filing instructions at the Iowa Secretary of
State Mechanic's Notice and Lien Registry (MNLR) website at:
<https://sos.iowa.gov/mnlr/account/signin.aspx>, or call (888) 767-8683.

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing
and Urban Development

OMB Approval No. 2501-0112 (exp. 12/31/2024)

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information

Indicate whether this is an Initial Report ☒ or an Update Report ☐

1. Applicant/Recipient Name, Address, and Phone (include area code): Linn County, Iowa 935 2nd Street SW, Cedar Rapids, IA 52404 319-892-5000	2. Social Security Number or Employer ID Number: 42-6004338
3. HUD Program Name Community Development Block Grant Disaster Recovery	4. Amount of HUD Assistance Requested/Received \$2,385,000.00
5. State the name and location (street address, City and State) of the project or activity: 622 Dows Road (Lots 21-30), Cedar Rapids, IA 52403 - Dows Pocket Neighborhood	

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3). ☒ Yes ☐ No	2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9 ☒ Yes ☐ No.
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If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form.
However, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds

(Note: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)
Dows Agri Community Development, LLC	83-4368358	Developer	\$2,286,286 (54%)

(Note: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.
I certify that this information is true and complete.

Signature: X	Date: (mm/dd/yyyy) 12/14/2022
---------------------	--------------------------------------

Public reporting burden for this collection of information is estimated to average 2.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Privacy Act Statement. Except for Social Security Numbers (SSNs) and Employer Identification Numbers (EINs), the Department of Housing and Urban Development (HUD) is authorized to collect all the information required by this form under section 102 of the Department of Housing and Urban Development Reform Act of 1989, 42 U.S.C. 3531. Disclosure of SSNs and EINs is voluntary. HUD is authorized to collect this information under the Housing and Community Development Act of 1987 42 U.S.C. 3543 (a). The SSN or EIN is used as a unique identifier. The information you provide will enable HUD to carry out its responsibilities under Sections 102(b), (c), and (d) of the Department of Housing and Urban Development Reform Act of 1989, Pub. L. 101-235, approved December 15, 1989. These provisions will help ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. They will also help ensure that HUD assistance for a specific housing project under Section 102(d) is not more than is necessary to make the project feasible after taking account of other government assistance. HUD will make available to the public all applicant disclosure reports for five years in the case of applications for competitive assistance, and for generally three years in the case of other applications. Update reports will be made available along with the disclosure reports, but in no case for a period generally less than three years. All reports, both initial reports and update reports, will be made available in accordance with the Freedom of Information Act (5 U.S.C. §552) and HUD's implementing regulations at 24 CFR Part 15. HUD will use the information in evaluating individual assistance applications and in performing internal administrative analyses to assist in the management of specific HUD programs. The information will also be used in making the determination under Section 102(d) whether HUD assistance for a specific housing project is more than is necessary to make the project feasible after taking account of other government assistance. You must provide all the required information. Failure to provide any required information may delay the processing of your application, and may result in sanctions and penalties, including imposition of the administrative and civil money penalties specified under 24 CFR §4.38.

Note: This form only covers assistance made available by the Department. States and units of general local government that carry out responsibilities under Sections 102(b) and (c) of the Reform Act must develop their own procedures for complying with the Act.

Instructions

Overview.

A. Coverage. You must complete this report if:

- (1) You are applying for assistance from HUD for a specific project or activity **and** you have received, or expect to receive, assistance from HUD in excess of \$200,000 during the fiscal year;
- (2) You are updating a prior report as discussed below; or
- (3) You are submitting an application for assistance to an entity other than HUD, a State or local government if the application is required by statute or regulation to be submitted to HUD for approval or for any other purpose.

B. Update reports (filed by "Recipients" of HUD Assistance):

General. All recipients of covered assistance must submit update reports to the Department to reflect substantial changes to the initial applicant disclosure reports.

Line-by-Line Instructions.

Applicant/Recipient Information.

All applicants for HUD competitive assistance, must complete the information required in blocks 1-5 of form HUD-2880:

1. Enter the full name, address, city, State, zip code, and telephone number (including area code) of the applicant/recipient. Where the applicant/recipient is an individual, the last name, first name, and middle initial must be entered.
2. Entry of the applicant/recipient's SSN or EIN, as appropriate, is optional.
3. Applicants enter the HUD program name under which the assistance is being requested.
4. Applicants enter the amount of HUD assistance that is being requested. Recipients enter the amount of HUD assistance that has been provided and to which the update report relates. The amounts are those stated in the application or award documentation. **NOTE:** In the case of assistance that is provided pursuant to contract over a period of time (such as project-based assistance under section 8 of the United States Housing Act of 1937), the amount of assistance to be reported includes all amounts that are to be provided over the term of the contract, irrespective of when they are to be received.
5. Applicants enter the name and full address of the project or activity for which the HUD assistance is sought. Recipients enter the name and full address of the HUD-assisted project or activity to which the update report relates. The most appropriate government identifying number must be used (e.g., RFP No.; IFB No.; grant announcement No.; or contract, grant, or loan No.) Include prefixes.

Part I. Threshold Determinations - Applicants Only

Part I contains information to help the applicant determine whether the remainder of the form must be completed. **Recipients filing Update Reports should not complete this Part.**

If the answer to **either** questions 1 or 2 is No, the applicant need not complete Parts II and III of the report, but must sign the certification at the end of the form.

Part II. Other Government Assistance and Expected Sources and Uses of Funds.

A. Other Government Assistance. This Part is to be completed by both applicants and recipients for assistance and recipients filing update reports. Applicants and recipients must report any other government assistance involved in the project or activity for which assistance is sought. Applicants and recipients must report any other government assistance involved in the project or activity. Other government assistance is defined in note 4 on the last page. For purposes of this definition, other government assistance is expected to be made available if, based on an assessment of all the circumstances involved, there are reasonable grounds to anticipate that the assistance will be forthcoming.

Both applicant and recipient disclosures must include all other government assistance involved with the HUD assistance, as well as any other government assistance that was made available before the request, but that has continuing vitality at the time of the request. Examples of this latter category include tax credits that provide for a number of years of tax benefits, and grant assistance that continues to benefit the project at the time of the assistance request.

The following information must be provided:

1. Enter the name and address, city, State, and zip code of the government agency making the assistance available.
2. State the type of other government assistance (e.g., loan, grant, loan insurance).
3. Enter the dollar amount of the other government assistance that is, or is expected to be, made available with respect to the project or activities for which the HUD assistance is sought (applicants) or has been provided (recipients).
4. Uses of funds. Each reportable use of funds must clearly identify the purpose to which they are to be put. Reasonable aggregations may be used, such as "total structure" to include a number of structural costs, such as roof, elevators, exterior masonry, etc.

B. Non-Government Assistance. Note that the applicant and recipient disclosure report must specify all expected sources and uses of funds - both from HUD **and any other source** - that have been or are to be, made available for the project or activity. Non-government sources of

funds typically include (but are not limited to) foundations and private contributors.

Part III. Interested Parties.

This Part is to be completed by both applicants and recipients filing update reports. Applicants must provide information on:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Note: A financial interest means any financial involvement in the project or activity, including (but not limited to) situations in which an individual or entity has an equity interest in the project or activity, shares in any profit on resale or any distribution of surplus cash or other assets of the project or activity, or receives compensation for any goods or services provided in connection with the project or activity. Residency of an individual in housing for which assistance is being sought is not, by itself, considered a covered financial interest.

The information required below must be provided.

1. Enter the full names and addresses. If the person is an entity, the listing must include the full name and address of the entity as well as the CEO. Please list all names alphabetically.
2. Entry of the Social Security Number (SSN) or Employee Identification Number (EIN), as appropriate, for each person listed is optional.
3. Enter the type of participation in the project or activity for each person listed: i.e., the person's specific role in the project (e.g., contractor, consultant, planner, investor).
4. Enter the financial interest in the project or activity for each person listed. The interest must be expressed both as a dollar amount and as a percentage of the amount of the HUD assistance involved.

Note that if any of the source/use information required by this report has been provided elsewhere in this application package, the applicant need

not repeat the information, but need only refer to the form and location to incorporate it into this report. (It is likely that some of the information required by this report has been provided on SF 424A, and on various budget forms accompanying the application.) If this report requires information beyond that provided elsewhere in the application package, the applicant must include in this report all the additional information required.

Recipients must submit an update report for any change in previously disclosed sources and uses of funds as provided in Section I.D.5., above.

Notes:

1. All citations are to 24 CFR Part 4, which was published in the Federal Register. [April 1, 1996, at 63 Fed. Reg. 14448.]
2. Assistance means any contract, grant, loan, cooperative agreement, or other form of assistance, including the insurance or guarantee of a loan or mortgage, that is provided with respect to a specific project or activity under a program administered by the Department. The term does not include contracts, such as procurements contracts, that are subject to the Fed. Acquisition Regulation (FAR) (48 CFR Chapter 1).
3. See 24 CFR §4.9 for detailed guidance on how the threshold is calculated.
4. "Other government assistance" is defined to include any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the Federal government (other than that requested from HUD in the application), a State, or a unit of general local government, or any agency or instrumentality thereof, that is, or is expected to be made, available with respect to the project or activities for which the assistance is sought.
5. For the purpose of this form and 24 CFR Part 4, "person" means an individual (including a consultant, lobbyist, or lawyer); corporation; company; association; authority; firm; partnership; society; State, unit of general local government, or other government entity, or agency thereof (including a public housing agency); Indian tribe; and any other organization or group of people.

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing
and Urban Development

OMB Approval No. 2501-0112 (exp. 12/31/2024)

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information

Indicate whether this is an Initial Report ☒ or an Update Report ☐

1. Applicant/Recipient Name, Address, and Phone (include area code): Linn County, Iowa 935 2nd Street SW, Cedar Rapids, IA 52404 319-892-5000	2. Social Security Number or Employer ID Number: 42-6004338
3. HUD Program Name Community Development Block Grant Disaster Recovery	4. Amount of HUD Assistance Requested/Received \$860,000.00
5. State the name and location (street address, City and State) of the project or activity: 622 Dows Road (Lot 20), Cedar Rapids, IA 52403 - Dows Commons	

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3). ☒ Yes ☐ No	2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9 ☒ Yes ☐ No
--	--

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However,** you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds

(Note: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)
Dows Agri Community Development, LLC	83-4368358	Developer	\$867,351 (50.2%)

(Note: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.
I certify that this information is true and complete.

Signature: X	Date: (mm/dd/yyyy) 12/14/2022
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Public reporting burden for this collection of information is estimated to average 2.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Privacy Act Statement. Except for Social Security Numbers (SSNs) and Employer Identification Numbers (EINs), the Department of Housing and Urban Development (HUD) is authorized to collect all the information required by this form under section 102 of the Department of Housing and Urban Development Reform Act of 1989, 42 U.S.C. 3531. Disclosure of SSNs and EINs is voluntary. HUD is authorized to collect this information under the Housing and Community Development Act of 1987 42 U.S.C. 3543 (a). The SSN or EIN is used as a unique identifier. The information you provide will enable HUD to carry out its responsibilities under Sections 102(b), (c), and (d) of the Department of Housing and Urban Development Reform Act of 1989, Pub. L. 101-235, approved December 15, 1989. These provisions will help ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. They will also help ensure that HUD assistance for a specific housing project under Section 102(d) is not more than is necessary to make the project feasible after taking account of other government assistance. HUD will make available to the public all applicant disclosure reports for five years in the case of applications for competitive assistance, and for generally three years in the case of other applications. Update reports will be made available along with the disclosure reports, but in no case for a period generally less than three years. All reports, both initial reports and update reports, will be made available in accordance with the Freedom of Information Act (5 U.S.C. §552) and HUD's implementing regulations at 24 CFR Part 15. HUD will use the information in evaluating individual assistance applications and in performing internal administrative analyses to assist in the management of specific HUD programs. The information will also be used in making the determination under Section 102(d) whether HUD assistance for a specific housing project is more than is necessary to make the project feasible after taking account of other government assistance. You must provide all the required information. Failure to provide any required information may delay the processing of your application, and may result in sanctions and penalties, including imposition of the administrative and civil money penalties specified under 24 CFR §4.38.

Note: This form only covers assistance made available by the Department. States and units of general local government that carry out responsibilities under Sections 102(b) and (c) of the Reform Act must develop their own procedures for complying with the Act.

Instructions

Overview.

A. Coverage. You must complete this report if:

- (1) You are applying for assistance from HUD for a specific project or activity and you have received, or expect to receive, assistance from HUD in excess of \$200,000 during the fiscal year;
- (2) You are updating a prior report as discussed below; or
- (3) You are submitting an application for assistance to an entity other than HUD, a State or local government if the application is required by statute or regulation to be submitted to HUD for approval or for any other purpose.

B. Update reports (filed by "Recipients" of HUD Assistance):

General. All recipients of covered assistance must submit update reports to the Department to reflect substantial changes to the initial applicant disclosure reports.

Line-by-Line Instructions.

Applicant/Recipient Information.

All applicants for HUD competitive assistance, must complete the information required in blocks 1-5 of form HUD-2880:

1. Enter the full name, address, city, State, zip code, and telephone number (including area code) of the applicant/recipient. Where the applicant/recipient is an individual, the last name, first name, and middle initial must be entered.
2. Entry of the applicant/recipient's SSN or EIN, as appropriate, is optional.
3. Applicants enter the HUD program name under which the assistance is being requested.
4. Applicants enter the amount of HUD assistance that is being requested. Recipients enter the amount of HUD assistance that has been provided and to which the update report relates. The amounts are those stated in the application or award documentation. NOTE: In the case of assistance that is provided pursuant to contract over a period of time (such as project-based assistance under section 8 of the United States Housing Act of 1937), the amount of assistance to be reported includes all amounts that are to be provided over the term of the contract, irrespective of when they are to be received.
5. Applicants enter the name and full address of the project or activity for which the HUD assistance is sought. Recipients enter the name and full address of the HUD-assisted project or activity to which the update report relates. The most appropriate government identifying number must be used (e.g., RFP No.; IFB No.; grant announcement No.; or contract, grant, or loan No.) Include prefixes.

Part I. Threshold Determinations - Applicants Only

Part I contains information to help the applicant determine whether the remainder of the form must be completed. **Recipients filing Update Reports should not complete this Part.**

If the answer to *either* questions 1 or 2 is No, the applicant need not complete Parts II and III of the report, but must sign the certification at the end of the form.

Part II. Other Government Assistance and Expected Sources and Uses of Funds.

A. Other Government Assistance. This Part is to be completed by both applicants and recipients for assistance and recipients filing update reports. Applicants and recipients must report any other government assistance involved in the project or activity for which assistance is sought. Applicants and recipients must report any other government assistance involved in the project or activity. Other government assistance is defined in note 4 on the last page. For purposes of this definition, other government assistance is expected to be made available if, based on an assessment of all the circumstances involved, there are reasonable grounds to anticipate that the assistance will be forthcoming.

Both applicant and recipient disclosures must include all other government assistance involved with the HUD assistance, as well as any other government assistance that was made available before the request, but that has continuing vitality at the time of the request. Examples of this latter category include tax credits that provide for a number of years of tax benefits, and grant assistance that continues to benefit the project at the time of the assistance request.

The following information must be provided:

1. Enter the name and address, city, State, and zip code of the government agency making the assistance available.
2. State the type of other government assistance (e.g., loan, grant, loan insurance).
3. Enter the dollar amount of the other government assistance that is, or is expected to be, made available with respect to the project or activities for which the HUD assistance is sought (applicants) or has been provided (recipients).
4. Uses of funds. Each reportable use of funds must clearly identify the purpose to which they are to be put. Reasonable aggregations may be used, such as "total structure" to include a number of structural costs, such as roof, elevators, exterior masonry, etc.

B. Non-Government Assistance. Note that the applicant and recipient disclosure report must specify all expected sources and uses of funds - both from HUD *and any other source* - that have been or are to be, made available for the project or activity. Non-government sources of

funds typically include (but are not limited to) foundations and private contributors.

Part III. Interested Parties.

This Part is to be completed by both applicants and recipients filing update reports. Applicants must provide information on:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Note: A financial interest means any financial involvement in the project or activity, including (but not limited to) situations in which an individual or entity has an equity interest in the project or activity, shares in any profit on resale or any distribution of surplus cash or other assets of the project or activity, or receives compensation for any goods or services provided in connection with the project or activity. Residency of an individual in housing for which assistance is being sought is not, by itself, considered a covered financial interest.

The information required below must be provided.

1. Enter the full names and addresses. If the person is an entity, the listing must include the full name and address of the entity as well as the CEO. Please list all names alphabetically.
2. Entry of the Social Security Number (SSN) or Employee Identification Number (EIN), as appropriate, for each person listed is optional.
3. Enter the type of participation in the project or activity for each person listed: i.e., the person's specific role in the project (e.g., contractor, consultant, planner, investor).
4. Enter the financial interest in the project or activity for each person listed. The interest must be expressed both as a dollar amount and as a percentage of the amount of the HUD assistance involved.

Note that if any of the source/use information required by this report has been provided elsewhere in this application package, the applicant need

not repeat the information, but need only refer to the form and location to incorporate it into this report. (It is likely that some of the information required by this report has been provided on SF 424A, and on various budget forms accompanying the application.) If this report requires information beyond that provided elsewhere in the application package, the applicant must include in this report all the additional information required.

Recipients must submit an update report for any change in previously disclosed sources and uses of funds as provided in Section I.D.5., above.

Notes:

1. All citations are to 24 CFR Part 4, which was published in the Federal Register. [April 1, 1996, at 63 Fed. Reg. 14448.]
2. Assistance means any contract, grant, loan, cooperative agreement, or other form of assistance, including the insurance or guarantee of a loan or mortgage, that is provided with respect to a specific project or activity under a program administered by the Department. The term does not include contracts, such as procurements contracts, that are subject to the Fed. Acquisition Regulation (FAR) (48 CFR Chapter 1).
3. See 24 CFR §4.9 for detailed guidance on how the threshold is calculated.
4. "Other government assistance" is defined to include any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the Federal government (other than that requested from HUD in the application), a State, or a unit of general local government, or any agency or instrumentality thereof, that is, or is expected to be made, available with respect to the project or activities for which the assistance is sought.
5. For the purpose of this form and 24 CFR Part 4, "person" means an individual (including a consultant, lobbyist, or lawyer); corporation; company; association; authority; firm; partnership; society; State, unit of general local government, or other government entity, or agency thereof (including a public housing agency); Indian tribe; and any other organization or group of people.

Community Development and Housing Needs Assessment

(to be discussed at Board of Supervisors meeting and invite public input on identified needs)

Community Name: Linn County, Iowa

Community Development and Housing Needs of Low- to Moderate-Income Persons

1. Development of new resilient affordable rental housing that is affordable to low-and-moderate-income households.
2. Development of new resilient single-family homes that are affordable to low-and-moderate-income buyers.
3. Increase opportunities for home purchase for low-to-moderate income homebuyers
4. Ensure public services are provided at affordable rates for persons with low- to moderate income

Other Community Development and Housing Needs

1. Rehabilitation of the County's older housing stock
2. Increase opportunities for economic development to ensure residents have access to jobs that allow them to afford housing in the community
3. Improved access to transportation, parks/open space, and amenities near neighborhoods
4. Increased access to energy efficiency in the built environment

Planned or Potential Activities to Address Housing and Community Needs

1. Apply for funding under the Community Development Block Grant Program Disaster Recovery Program to replace owner-occupied homes that are affordable to low-and-moderate-income households
2. Apply for funding under the Community Development Block Grant Program Disaster Recovery Program to replace rental units that are affordable to low-and-moderate-income households
3. Develop incentives to increase the energy efficiency of new development
4. Support preventative maintenance programs and the rehabilitation of deteriorated housing stock, as needed, through cooperative ventures with area housing providers

Date and location assessment was prepared: Linn County Board of Supervisors Meeting on November 23, 2022

Number of local residents participating: 0



EAST CENTRAL IOWA
COUNCIL OF GOVERNMENTS
YOUR REGIONAL PLANNING AGENCY

SERVICE AGREEMENT

Purpose. This SERVICE AGREEMENT is hereby entered into by **LINN COUNTY, IOWA** (hereinafter referred to as “the COUNTY”) and the **EAST CENTRAL IOWA COUNCIL OF GOVERNMENTS** (hereinafter referred to as the “SERVICE PROVIDER”) for the purpose of contracting with the SERVICE PROVIDER for the preparation of a **COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) APPLICATION** (hereinafter referred to as “APPLICATION”).

Application Preparation. The SERVICE PROVIDER agrees to prepare the APPLICATION to be submitted to the Iowa Economic Development Authority (IEDA) for the purpose of funding a project proposed by a developer through the CDBG-DR Program. This includes preparation of all documents required for the application submission and ensuring that developer has provided the necessary documents as required by the Iowa Economic Development Authority.

Terms & Fee. The SERVICE PROVIDER will provide staff services for APPLICATION preparation free of charge. The COUNTY agrees, by signing this SERVICE AGREEMENT, to have the SERVICE PROVIDER administer the CDBG-DR program and provide project delivery if the APPLICATION is successful. The fee for such service will be stipulated in the APPLICATION and paid with CDBG-DR dollars.

Effective Dates. The effective starting date of this SERVICE AGREEMENT shall be December 1, 2022, and the SERVICE AGREEMENT shall remain in effect until the Notice of Award. Upon award of a grant, the COUNTY and the SERVICE PROVIDER shall enter into a separate AGREEMENT for grant administration and project delivery of the CDBG-DR program.

Termination. This SERVICE AGREEMENT may be terminated by either the COUNTY or the SERVICE PROVIDER by submitting written notice of termination to the other party no less than ten (10) days before the APPLICATION submission. Should the COUNTY terminate the agreement, SERVICE PROVIDER shall invoice the COUNTY for the staff hours spent on the application preparation prior to the termination date at a rate of \$75 per hour.

This SERVICE AGREEMENT represents the entire and integrated agreement between the COUNTY and the SERVICE PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This SERVICE AGREEMENT may be amended only by written instrument signed by both the COUNTY and the SERVICE PROVIDER.

COUNTY:

Chairperson, Linn County

Date

SERVICE PROVIDER:

Executive Director, ECICOG

Date

FEDERAL ASSURANCES SIGNATURE PAGE

I, Ben Rogers, Chairperson, (applicant official) hereby certify that in carrying out the activities funded under the CDBG Program, the City/County of Linn:

- A. will minimize displacement of persons as a result of such activities;
- B. will conduct and administer the program in conformity with Public Law 88-352 (Title VI of the Civil Rights Act of 1964), and Public Law 90-284 (Title VIII of the Civil Rights Act of 1968) and will affirmatively further fair housing);
- C. will provide for opportunities for citizen participation, hearings, and access to information with respect to our community development program comparable to the requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1975 as amended through 1987; and
- D. will not attempt to recover any capital costs of public improvements assisted in whole or part under the CDBG Program by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under the CDBG Program are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Public Law 93-383, as amended, or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not of very low income, the city/county has certified to the State that it lacks sufficient funds received under the CDBG Program to comply with the requirements of clause (i) above.

I also certify that to the best of my knowledge and belief, data in the application is true and correct, including commitment of local resources; the document has been duly authorized by the governing body of the applicant; and the applicant will comply with all applicable federal and state requirements, including the following, if assistance is approved:

- A. Civil Rights Acts;
- B. Housing and Community Development Acts of 1974, as amended;
- C. Age Discrimination Act of 1975;
- D. Section 504 of the Rehabilitation Act of 1973;
- E. Davis-Bacon Act, as amended, where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act; the Copeland Anti-kickback Act; the Department of Defense Reauthorization Act of 1986 and the Fair Labor Standards Act.
- F. National Environmental Policy Act of 1969 and 24 CFR 58 (Environmental Review).
- G. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- H. State of Iowa Citizen Participation Plan;
- I. Lead-based Paint Poisoning Prevention Act;
- J. Residential Anti-displacement and Relocation Assistance Plan;
- K. Government-wide Restriction on Lobbying and the Hatch Act; and
- L. Prohibition on the Use of Excessive Force.

Ben Rogers, Chairperson

Typed Name of Applicant Official

Signature

Date

Joel Miller/ Auditor

Typed Name of Person Attesting

Signature

Date

RESOLUTION # _____
Appointment of Deputy Recorder

WHEREAS, pursuant to Section 331.903(1), Code of Iowa, Carolyn Siebrecht, Linn County Recorder-Elect, has submitted to the Board of Supervisors, Linn County, Iowa, for approval of Joan A. McCalmant, for appointment as Deputy Linn County Recorder, and

WHEREAS, the Board of Supervisors, Linn County, Iowa, finds Joan A. McCalmant to be qualified to serve as Deputy Linn County Recorder and that the appointment of Joan A. McCalmant will not exceed the number of deputies authorized for the Linn County Recorder's Office by the Board of Supervisors, Linn County, Iowa.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, that the appointment of Joan A. McCalmant as Deputy Linn County Recorder by Carolyn Siebrecht, Linn County Recorder-Elect, is hereby approved.

Dated at Cedar Rapids, Linn County, Iowa, this _____ day of _____, 2022.

LINN COUNTY BOARD OF SUPERVISORS

AYE:
NAY:
ABSTAIN:

CHAIRPERSON

SUPERVISOR

SUPERVISOR

ATTEST:

JOEL D. MILLER, Linn County Auditor

STATE OF IOWA)
) ss:
COUNTY OF LINN)

I, JOEL D. MILLER, Auditor of Linn County, Iowa, hereby certify that at a regular meeting of the said Board, the foregoing was duly adopted by a vote of ____ aye, ____ nay and ____ abstained from voting.

JOEL D. MILLER

Subscribed and sworn to before me by the aforesaid on this _____ day of _____,
20__.

NOTARY PUBLIC – State of Iowa

RESOLUTION # _____
Appointment of Deputy Recorder

WHEREAS, pursuant to Section 331.903(1), Code of Iowa, Carolyn Siebrecht, Linn County Recorder-Elect, has submitted to the Board of Supervisors, Linn County, Iowa, for approval of Dawn M. Froese, for appointment as Deputy Linn County Recorder, and

WHEREAS, the Board of Supervisors, Linn County, Iowa, finds Dawn M. Froese to be qualified to serve as Deputy Linn County Recorder and that the appointment of Dawn M. Froese will not exceed the number of deputies authorized for the Linn County Recorder's Office by the Board of Supervisors, Linn County, Iowa.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, that the appointment of Dawn M. Froese as Deputy Linn County Recorder by Carolyn Siebrecht, Linn County Recorder-Elect, is hereby approved.

Dated at Cedar Rapids, Linn County, Iowa, this _____ day of _____, 2022.

LINN COUNTY BOARD OF SUPERVISORS

AYE:
NAY:
ABSTAIN:

CHAIRPERSON

SUPERVISOR

SUPERVISOR

ATTEST:

JOEL D. MILLER, Linn County Auditor

STATE OF IOWA)
) ss:
COUNTY OF LINN)

I, JOEL D. MILLER, Auditor of Linn County, Iowa, hereby certify that at a regular meeting of the said Board, the foregoing was duly adopted by a vote of ____ aye, ____ nay and ____ abstained from voting.

JOEL D. MILLER

Subscribed and sworn to before me by the aforesaid on this _____ day of _____,
20__.

NOTARY PUBLIC – State of Iowa

**A RESOLUTION TO ADOPT THE 2023-2025 LINN COUNTY INTERNAL SUSTAINABILITY
PLAN**

WHEREAS, the Linn County Board of Supervisors has previously passed two resolutions stating a commitment in acting to reduce greenhouse gas emissions and ensuring an equitable approach to sustainable action; and

WHEREAS, this plan is aligned with the goals stated in the Linn County Strategic Plan for fiscal years 2022-2027 which supports actions by departments that contribute to a high quality of life, customer satisfaction, and financial health for Linn County residents; and

WHEREAS, staff members of 14 Linn County departments and the Board of Supervisors have engaged in a 9 month planning process to identify high level goals and specific action steps to achieve the commitments stated above.

NOW, BE IT THEREFORE RESOLVED that the Linn County Board of Supervisors adopts the first-ever Linn County Internal Sustainability for the years of 2023-2025.

PASSED AND APPROVED this ____ day of December, 2022

LINN COUNTY BOARD OF SUPERVISORS

Ben Rogers, Chair

Louis J Zumbach, Vice Chair

Stacey Walker, Supervisor