

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

LinnCounty.org

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Wednesday, February 10, 2021

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.

Approve and Authorize Chair to sign a Vacancy Form requesting a temporary cook for Juvenile Detention and Diversion Services

Reports**Resolutions**

Resolution to add Ellison Road from Hwy 1 to the Jones County line into the county's farm to market system.

Contract and Agreements

Approve and authorize Chair to sign a certificate of insurance for Linn County Conservation to host a travelling reptile exhibit at Wickiup Hill Learning Center as provided by the Dallas County Conservation Board during the spring of 2021.

Approve and authorize Chair to sign the 2020 Weed Commissioner's Report

Approve and authorize Chair to sign the 2021 County Weed Commissioner Certification Form

Approve Mental Health Access Center Director access to livestream capabilities of external and internal security cameras at Mental Health Access Center.

Approve and authorize Supervisor Stacey Walker to sign a US Department of Transportation Standard Title VI/Non-Discrimination Assurances form relating to the Linn County Conservation Grant Wood Trail project

Approve and authorize Supervisor Stacey Walker to sign a Title VI Non-Discrimination Agreement between the Iowa Department of Transportation and Linn County, Iowa relating to the Linn County Conservation Grant Wood Trail project

Approve and authorize the Director of Policy & Administration to effectuate the conveyance/transfer of real property owned by Linn County for right-of-way use in the construction of a bridge replacement and road upgrades on Wilder Drive SE and Bertram Road SE.

Award project rock bids and authorize Chair to sign contracts for the following:

- W Cemetery Rd from Fairfax city limits to Linn-Benton Rd to Crawford Quarry in the amount of \$79,005.20
- Stallman Rd from W Cemetery Rd to Morgan Valley Rd to Crawford Quarry in the amount of \$16,674.20
- Scotch Grove Ln from Stallman Rd to dead end to Crawford Quarry in the amount of \$2,787.80
- Morgan Valley Rd from Morgan Bridge Rd to Linn-Benton Rd to Crawford Quarry in the amount of \$21,960.50
- Lone Tree Rd from Covington Rd to Linn-Benton Rd to Crawford Quarry in the amount of \$31,783.55
- Linn-Benton Rd from Shellsburg Rd to Bear Creek Rd to Crawford Quarry in the amount of \$39,844.50
- Linn-Benton Rd from Shellsburg Rd to Fletcher Rd to Crawford Quarry in the amount of \$23,762.05
- Arabian Rd from N Alburnett Rd to C Ave Ext to Wendling Quarries, Inc. in the amount of \$17,588.50
- Standlea Rd from Greens Grove Rd to Quail Ridge Rd to Wendling Quarries, Inc. in the amount of \$6,643.00
- Cummings Ford Rd from N Center Point Rd to Boar Rd to Wendling Quarries, Inc. in the amount of \$5,533.40
- Boar Rd from Cummings Ford Rd to Nelson Creek Rd to Wendling Quarries, Inc. in the amount of \$5,752.40
- 18th St from Walford Rd to Linn-Johnson Rd to Wendling Quarries, Inc. in the amount of \$29,370.30
- Walford Rd from 18th St to Tissel Hollow Rd to Wendling Quarries, Inc. in the amount of \$36,152.40
- Mabie Rd from Ely Rd to Jappa Rd to Martin Marietta Aggregates in the amount of \$12,088.80
- Honey Grove Rd from Hwy 30 to Big Bend Rd to Martin Marietta Aggregates in the amount of \$12,647.25
- Old River Rd from Andrie Rd to Cedar Bend Ln to Martin Marietta Aggregates in the amount of \$27,473.55
- Linn-Grove Rd from Goudy Rd to Ink Rd to Weber Stone Co in the amount of \$30,607.50
- Abbe Hills Rd from Ink Rd to Hwy 1 to Weber Stone Co in the amount of \$17,847.50
- Linn Ridge Rd from Springville Rd to O'Connor Rd to Weber Stone Co in the amount of \$93,128.75
- Red Haw Rd from Linn Ridge Rd to Martin Creek Rd to Weber Stone Co in the amount of \$12,485.00
- Marion Airport Rd from Hindman Rd to Stone Rd to Wendling Quarries, Inc. in the amount of \$27,559.35
- Stone Rd from Marion Airport Rd to Hwy 151 to Wendling Quarries, Inc. in the amount of \$10,626.50
- Gracey Rd from Linn Grove Rd to Linn-Jones Rd to Weber Stone Co in the amount of \$22,247.50
- Hindman Rd from Hwy 151 to County Home Rd to Weber Stone Co in the amount of \$38,445.00
- Stone Rd from Hwy 151 to County Home Rd to Wendling Quarries, Inc. in the amount of \$52,558.92
- Whittier Rd from Burr Oaks Rd to County Home Rd to Weber Stone Co in the amount of \$34,223.75
- Indian Creek Way from Hwy 13 to seal coat to Weber Stone Co in the amount of \$11,453.75
- Scotland Rd from Hwy 13 to Rowley Rd to Weber Stone Co in the amount of \$8,071.25
- Rowley Rd from Scotland Rd to dead end to Weber Stone Co in the amount of \$18,411.25
- Bunker Hill Rd from Hwy 13 to Rowley Rd to Weber Stone Co in the amount of \$8,593.75
- Game Club Rd from Central City limits to Boy Scouts Rd to Wendling Quarries, Inc. in the amount of \$40,472.5
- Jordans Grove Rd from Sawyer Rd to Heatons Valley Rd to Wendling Quarries, Inc. in the amount of \$29,989.05
- Heatons Valley Rd from Hwy 13 to Whitney Rd to Weber Stone Co in the amount of \$30,236.25
- Aldrich Rd from Hwy 13 to Linn-Delaware Rd to Wendling Quarries, Inc. in the amount of \$20,250.00
- Hutchinson Rd from Coggon city limits to Quality Ridge Rd to Weber Stone Co in the amount of \$26,620.00
- Valley Farm Rd from Paris Rd to Hutchinson Rd to Weber Stone Co in the amount of \$85,800.00
- Seven Hills Rd from Coggon Rd to Avis Ln to Wendling Quarries, Inc. in the amount of \$14,005.25
- Old Center Rd from Alice Rd to Zook Rd to Weber Stone Co in the amount of \$66,006.25
- Zook Rd from Old Center Rd to Burbridge Ln to Weber Stone Co in the amount of \$10,900.25
- Burbridge Ln from N Alburnett Rd to dead end to Weber Stone Co in the amount of \$10,959.25
- C Ave Ext from Roosevelt St to Old Center Rd to Weber Stone Co in the amount of \$33,969.25
- Iowa Rd from Alice Rd to Center Point city limits to Wendling Quarries, Inc. in the amount of \$66,447.75
- Deal Rd from Alice Rd to Schultz Rd to Wendling Quarries, Inc. in the amount of \$24,426.15
- Schultz Rd from Deal Rd to Central City Rd to Wendling Quarries, Inc. in the amount of \$11,962.25

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

Update on Linn County's response to COVID-19

Discuss Fiscal Year 2022 SF 634 resolution on total maximum property tax dollars, authorize publication of Max Levy Notice, and set the public hearing to be on March 3, 2021 at 11:00.

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

Legislative Update

Correspondence

Appointments

Adjournment

To adhere to social distancing requirements, Linn County employees and the public may participate in this meeting as follows:

- 1) Conference call—telephone number 1-800-945-0974, access code 501116
- 2) Email questions or comments prior to or during the meeting to: bd-supervisors@linncounty.org

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



VACANCY FORM

SELECT ONE:

☒ NEW POSITION

☐ REPLACEMENT

REPLACES: _____

SELECT ONE:

☐ NEW JOB CLASSIFICATION

☒ EXISTING JOB CLASSIFICATION

JOB TITLE: Cook

DEPARTMENT: JDDS

SHIFT/HOURS: 10am-6:30pm Sun-Thursday

VACANCY DATE: 2-1-21

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if applicable):

☐ BUDGET OFFER

☐ GRANT FUNDING

☒ OTHER: Full time cook will be off on long term
fmla. We have no fill in or back up cooks.

NEW POSITION FUNDING SOURCE(S):

Our budget will absorb it from part time on call budget as it
needs covered no matter what and to have a part time cook
is more cost effective than using higher paid youth
counselors for coverage

POST TO INSIDE: ☐ YES ☒ NO

ADVERTISE: ☒ YES ☐ NO

IF NO, GIVE EXPLANATION (i.e. not filling due to operational needs): I am willing to pay for advertisement in the
Corridor and anywhere else that is not typically used for a ^{maintenance} ~~para-professional~~ position.

POSITION TYPE:

☒ FULL-TIME ☐ PART-TIME _____ # of hours/week ☒ TEMPORARY/SEASONAL

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

☐ BARGAINING UNIT: ☐ Clerical ☐ Maintenance ☐ Para Professional ☐ Professional
☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: David Fisher 2-1-2021

DEPARTMENT HEAD (original signature required) DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: _____

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: Lisa D. Powell 2-1-21

HUMAN RESOURCES DIRECTOR DATE

APPROVED BY: [Signature] 2/1/2021

FINANCE/BUDGET DIRECTOR DATE

APPROVED BY: _____ DATE

CHAIRPERSON/BOARD OF SUPERVISORS DATE

RESOLUTION # _____

FARM TO MARKET REVIEW BOARD APPLICATION

WHEREAS, a county may apply for modifications to its farm to market system to add or subtract mileage from its system, to accept or delete highways gained or lost through jurisdictional transfers, or to change the classification of roads within its system, and

WHEREAS, the Board of Supervisors of Linn County has consulted with its County Engineer and desires to modify its farm to market road system to provide continuity of intra-county and inter-county routes, to meet the needs of existing or potential traffic, to better meet land use needs, or to provide a more suitable location for a farm to market route, and

WHEREAS, application for modifications to any county's farm to market system must be made to the Farm to Market Review Board per the requirements of Code of Iowa Section 306.6,

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF LINN COUNTY that this county is formally requesting that the Farm to Market Review Board approve the following modifications to its farm to market system:

Road segments proposed for addition to the farm to market system: Ellison Road from Highway 1 to the Jones County line.
(See attached map for locations.)

Total Mileage added to the Farm to Market System: 0.69 miles

Road segments within city corporate limits as farm to market extensions: n/a
(See attached map and spreadsheet for locations.)

Total Mileage added to Farm to Market Extension System: 0 miles

Road segments proposed for deletion from the farm to market system: n/a
(See attached map and spreadsheet for locations.)

Total Mileage deleted from the Farm to Market System: 0 miles

Road segments proposed for deletion from the farm to market extension system: n/a
(See attached map and spreadsheet for locations.)

Total Mileage deleted from the farm to market extension system: 0 miles

The board of supervisors of Linn County, in lawful session this _____day of _____, 2020 hereby adopts this farm to market modification resolution.

Recommended: _____ Approved: _____

COUNTY ENGINEER

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

ATTEST:

Chairperson

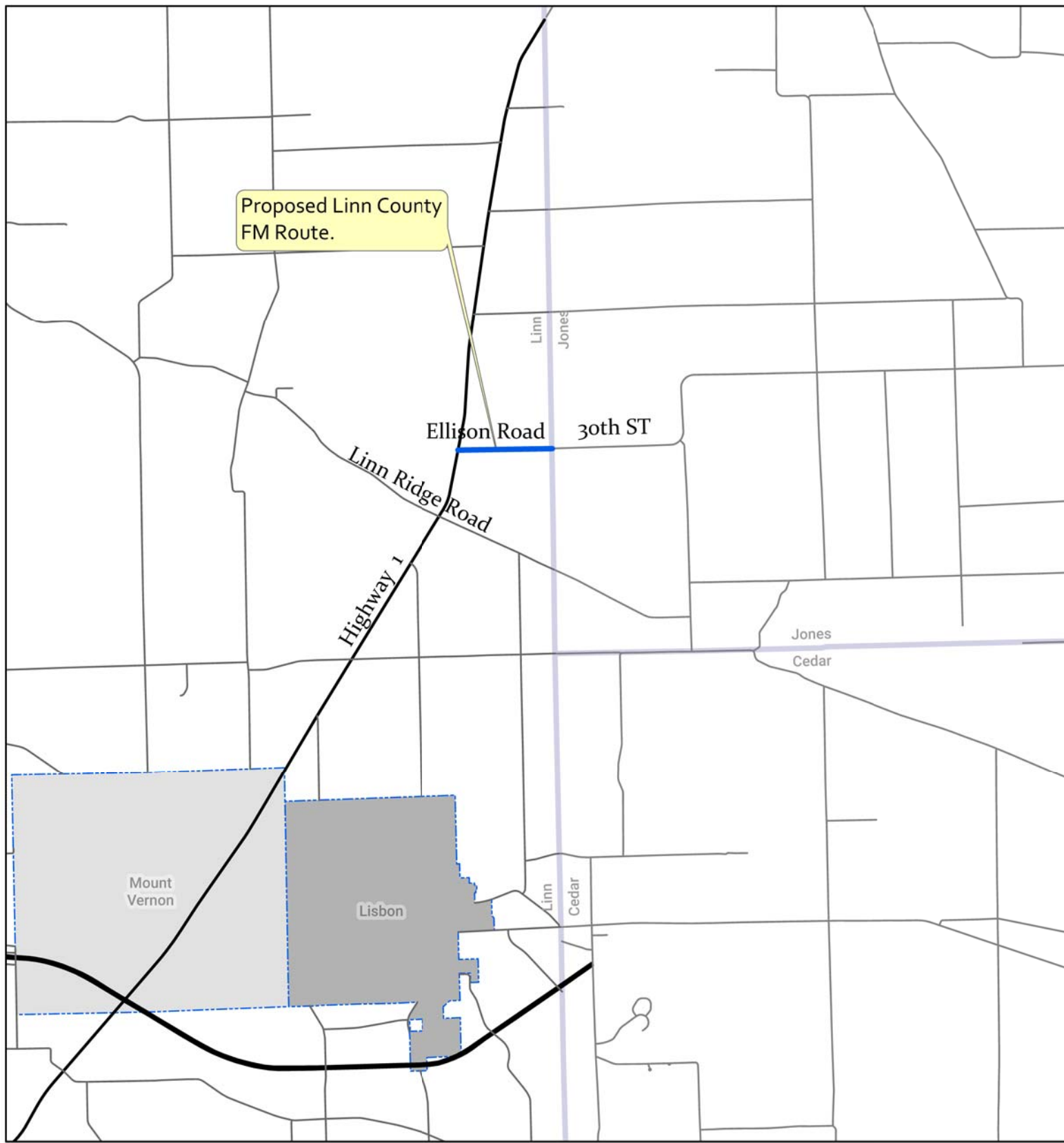
Linn County Auditor

Vice Chairperson

Supervisor



Linn County & Jones County Farm-to-Market System Update



RECLASSIFIED: AREA SERVICE TO FM: 

**County of Linn, Iowa
Certificate of Self-Insurance**

Contact Office:
Risk Management
935 2nd Street S.W.
Cedar Rapids, IA 52404-2100

Date: February 3, 2021

<i>Insured:</i>	Linn County, its Elected Officials, Employees and Agents 935 2 nd Street S.W. Cedar Rapids, IA 52404-2100
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<u>Type of Self-Insurance Coverage</u>

General Liability Auto Liability Workers Compensation

<u>Description of Operations/Locations:</u>
--

Linn County Conservation will host a travelling reptile exhibit donated by the Dallas County Conservation Board at Wickiup Hill Learning Center during Spring of 2021.
--

<u>Program Description:</u>

This certificate is to confirm that Linn County is self-insured with regards to any and all general liability claims and all automobile claims, including comprehensive and collision. This self-insured status is not the result of a specific action by the Board of Supervisors, but results from Iowa law, which provides that political subdivisions are subject to liability for their torts and those of their officers and employees when acting within the scope of their duties (Iowa Code Chapter 670). Should a judgement creditor elect not to issue execution against a municipal corporation, a tax must be levied as early as practicable to pay the judgement (Iowa Code §§ 626.24, 670.10, and 627.18).

Certificate Holder

Dallas County Conservation Board
14581 K Avenue
Perry, IA 50220

County of Linn

Stacey Walker, Chairperson
Board of Supervisors

Date



2020 WEED COMMISSIONER'S REPORT

For the County of: LINN

Submit to County Board of Supervisors by: November 1, 2020
Return copy to the IDALS office by: December 1, 2020

Weed Commissioner's Contact Information:

Name JONATHAN GALLAGHER	Year Appointed 2010
Address USDA SERVICE CENTER	Telephone 319-377-5960 x3
City, Zip Code 891 62ND STREET - MARION, IA 52302	Alternate Telephone 319-440-9018
Email Address jon.gallagher@linncounty.org	Pesticide Certificate # 48956

Which of the noxious weeds have you found in your county?

1 – Found, a problem in my county

2 – Found, but not a problem

3 – Not known in my county

? – If you cannot identify this plant

<i>Primary Noxious Weeds</i>	<i>Answer</i>	<i>Secondary Noxious Weeds</i>	<i>Answer</i>
Buckthorn	2	Buckhorn Plantain	2
Bull Thistle	2	Cocklebur	2
Canada Thistle	1	Curly Dock (Sour Dock)	2
Field Bindweed	2	Multiflora Rose	1
Hoary Cress (Perennial Pepper-grass)	3	Poison Hemlock	1
Horse Nettle	2	Puncturevine	3
Leafy Spurge	3	Red Sorrel (Sheep sorrel)	3
Musk Thistle	1	Shattercane	2
Palmer Amaranth	3	Smooth Dock	3
Perennial Sow Thistle	2	Teasel	1
Quackgrass	2	Velvetleaf (Butterprint)	2
Russian Knapweed	3	Wild Carrot	2
		Wild Mustard	2
		Wild Sunflower	2

<i>Invasive Prohibited Plants</i>	Answer		
Garlic Mustard	2		
Japanese Hop	3		
Japanese Knotweed	1		
Oriental Bittersweet	1		
Purple Loosestrife	2		

Please list any other plants which are a problem or a concern in your county:
 Siberian Elm, Tree of Heaven, Miscanthus Sacchariflorus, and Wild Parsnip,

As County Weed Commissioner, do your duties include roadside spraying?

Yes ☐ No ☒

Did your county publish a Notice of Program for weed control pursuant to the provisions of Title VIII Chapter 317 Section 317.14?

Yes ☒ No ☐

Did your county employ contract spraying during 2020?

Yes ☐ No ☒

If yes, what percentage of your total spray program is contracted? _____%

If possible, please list the contract rates. \$/mile _____

Total contract cost \$ _____

In the past year how much did your county spend on purchasing herbicides?

\$ 7,099.12

How many times during 2020 was it necessary to serve a noxious weed notice?

Private (written) 0 Public (written) (DOT, DNR, CCB) 0

How many times did you contact individuals personally, rather than sending them a weed control notice?

Private (verbal) 11 Public (verbal) (DOT, DNR, CCB) 4

0

8 months

Yes ☒ No ☐ If Yes, what? County Resource Conservationist

Weed Comm. Duties 8 % IRVM Duties %

Other County Duties 92 %

Improved ☒ Unchanged ☐ Worse ☐

Comments? Problematic teal areas within and around the City of Cedar Rapids and Marion have lessened. Better ROW treatment, land use changes and enforcement were contributing factors. Late spring stunted thistle growth allowing additional grass establishment.

Yes ☐ No ☒

Spraying ☐ Cutting ☐ Stump treatment ☐ Basal bark ☐

Other, explain _____

August Derecho event and loss of woodland canopy could lead to increased invasives such as siberian elm, tree of heaven and multi-floral rose. Emphasis on reforestation and re-vegetation of exposed areas along with early intervention of areas prone to noxious weed infestations.

What herbicides did your county use in your weed control program? Be specific, please list brand name and quantity of each. Please do not list surfactants or adjuvants. If the spray program is contracted in your county, ask your contractor for this information. Add another page if necessary.

Herbicide usage table:

CHEMICAL/BRAND	RATE USED	QUANTITY USED	TO CONTROL?
<i>(Example)</i> Milestone	4 fluid ounces per acre	3.32 gallons	Thistle and teasel on roadside
Mix Garlon 4 ultra, 2% milestone, 78% bark oil	0.3 - 0.6 gallons/ac.	60 gallons	Cut stump and Trees on ROW foreslopes
Vastlan	2 qts/ac.	4,384 oz.	Brush and broadleaf control in ROW
Escort	2 oz./100 gal.	133 oz.	Brush and weed control in ROW
Terravue	2.85 oz./ac.	70 lbs	Musk and Canadian Thistle, Teasel
Plainview	3 pts./ac.	6,108 oz.	Bare ground non-selective weed control
Mad Dog (Glyphosate)	1 qt/ac.	2,982 oz.	Bare ground non-selective weed control

The above report is true to the best of my knowledge.

Signature 
County Weed Commissioner

2 - 2 - 21
Date

Signature _____
Chairman, County Board of Supervisors

Date

Please return a copy to:

Iowa Department of Agriculture and Land Stewardship
Attn: State Weed Commissioner
2230 S Ankeny Blvd
Ankeny, IA 50023-9093



2021 COUNTY WEED COMMISSIONER CERTIFICATION FORM

For the County of: LINN

Weed Commissioner's Contact Information:

Name	JONATHAN GALLAGHER - County Weed Commissioner	MEGAN DICESARE - Deputy	Year Appointed	2010	2020
Mailing Address	USDA SERVICE CENTER	LINN COUNTY SECONDARY ROADS	Telephone	319-377-5960 X3	515-520-0528
City, Zip Code	891 62ND STREET - MARION, IA 52302	1888 COUNTY HOME ROAD - MARION, IA 52302	Alternate Telephone	319-440-9018	
Email Address	jon.gallagher@linncounty.org	megan.dicesare@linncounty.org	Pesticide Certificate #	48956	46960

Signed: _____ Date: _____
Chair/President, County Board of Supervisors

PLEASE RETURN THIS FORM TO:

IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP
State Weed Commissioner
2230 South Ankeny Boulevard
Ankeny, IA 50023-9093

317.3 Weed commissioner -- standards for noxious weed control.

The board of supervisors of each county may annually appoint a county weed commissioner who may be a person otherwise employed by the county and who passes minimum standards established by the department of agriculture and land stewardship for noxious weed identification and the recognized methods for noxious weed control and elimination. The county weed commissioner's appointment shall be effective as of March 1 and shall continue for a term at the discretion of the board of supervisors unless the commissioner is removed from office as provided for by law. The county weed commissioner may, with the approval of the board of supervisors, require that commercial applicators and their appropriate employees pass the same standards for noxious weed identification as established by the department of agriculture and land stewardship. The name and address of the person appointed as county weed commissioner shall be certified to the county auditor and to the secretary of agriculture within ten days of the appointment. The board of supervisors shall fix the compensation of the county weed commissioner and deputies. In addition to compensation, the commissioner and deputies shall be paid their necessary travel expenses. At the discretion of the board of supervisors, the weed commissioner shall attend a seminar or school conducted or approved by the department of agriculture and land stewardship relating to the identification, control, and elimination of noxious weeds.

The board of supervisors shall prescribe the time of year the weed commissioner shall perform the powers and duties of county weed commissioner under this chapter which may be during that time of year when noxious weeds can effectively be killed. Compensation shall be for the period of actual work only although a weed commissioner assigned other duties not related to weed eradication may receive an annual salary. The board of supervisors shall likewise determine whether employment shall be by hour, day or month and the rate of pay for the employment time.

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The _____ (herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the **Federal Highway Administration (FHWA)**, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **Federal Highway Program**:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **Federal Highway Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The _____, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal

financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, _____ also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

_____ gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **Federal Highway Program**. This ASSURANCE is binding on Iowa, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **Federal Highway Program**. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

(Name of Recipient)

by _____
(Signature of Authorized Official)

DATED _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the Department of Transportation as authorized by law and upon the condition that the _____ will accept title to the lands and maintain the project constructed thereon in accordance with laws of the state of Iowa, the Regulations for the Administration of **Federal Highway Program**, and the policies and procedures prescribed by the **Federal Highway Administration** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the _____ all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto _____ and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the _____, its successors and assigns.

The _____, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the _____ will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the _____ pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, _____ will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the _____ will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the _____ and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by _____ pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, _____ will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, _____ will there upon revert to and vest in and become the absolute property of _____ and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Title VI Non-Discrimination Agreement Iowa Department of Transportation and

Agency Information

Name and title of administrative head:

Name: _____ Title: _____

Address: _____

City: _____ State: _____ ZIP Code: _____ County: _____

Phone/FAX: _____ Email: _____

Name and title of designated Title VI coordinator:

Name: _____ Title: _____

Address: _____

City: _____ State: _____ ZIP Code: _____ County: _____

Phone/FAX: _____ Email: _____

*If the Title VI coordinator changes, please contact the Iowa DOT Title VI specialist.

Title VI Program

I. Organization and staffing

Pursuant to 23 C.F.R. § 200, _____ (Name of City/County)
has appointed a Title VI coordinator identified above, who is responsible for implementing and monitoring the local public agency's (LPA's) Title VI program per this agreement, and is the representative for issues and actions pertaining to this agreement. The LPA will provide the Iowa Department of Transportation with a copy of the LPA's organizational chart that illustrates the level and placement of the Title VI coordinator.

The LPA will notify the Iowa DOT in writing of any changes to the LPA's organization chart, Title VI coordinator or Title VI coordinator contact information.

II. Assurances required

Pursuant to 49 C.F.R. § 21.7, every application for federal financial assistance or continuing federal financial assistance must provide a statement of assurance and give reasonable guarantee that the program is (or, in the case of a new program, will be) conducted in compliance with all requirements imposed by or pursuant to 49 C.F.R. § 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964). Fully executed standard DOT Assurances (including Appendices A, B and C) are attached to this agreement.

III. Implementation procedures

This agreement shall serve as the LPA's Title VI plan pursuant to 23 C.F.R. § 200 and 49 C.F.R. § 21. For the purpose of this agreement, "federal assistance" shall include all of the following.

- Grants and loans of federal funds.
- The grant or donation of federal property and/or interest in property.
- The detail of federal personnel.
- The sale and lease of, and permission to use (on other than a casual or transient basis), federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the LPA, or in recognition of the public interest to be served by such sale or lease to the LPA.
- Any federal agreement, arrangement or other contract that has as one of its purposes the provision of assistance.

The LPA shall:

1. Issue a policy statement, signed by the head of the LPA, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the LPA's organization and to the public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by the Iowa DOT, Federal Highway Administration or U.S. Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, to implement Title VI compliance in accordance with this agreement. The head of the LPA shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI coordinator who has a responsible position in the organization and easy access to the head of the LPA. The coordinator shall be responsible for implementing and monitoring Title VI activities and preparing required reports.
4. Develop and implement a public involvement plan that includes low-income and minority community outreach and ensures those persons who are limited-English proficient (LEP) can access services.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigations. Identify each complainant by race, color, national origin or gender, the nature of the complaint, date the complaint was filed, date the investigation was completed, disposition, date of disposition, and other pertinent information. A copy of the complaint, together with a copy of the LPA's report of investigation, shall be forwarded to the Iowa DOT's civil rights coordinator within 60 days of the date the complaint was received by the LPA.
6. Collect statistical data (race, color, national origin, age, gender, disability, LEP and income of populations in service area) of participants in, and beneficiaries of, the programs and activities conducted by the LPA.
7. Conduct Title VI self-assessment of the LPA's program areas and activities, and of second-tier sub-recipients, contractor/consultant program areas and activities. Where applicable, revise policies, procedures and directives to include Title VI requirements. Ensure that programs, policies, and other activities do not have disproportionate adverse effects on minority and low-income populations.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments and changes to the program covering the prior year, and identify goals and objectives for the coming year.
 - o **Annual work plan:** Outline Title VI monitoring and review activities planned for the coming year; and indicate a target date for completion.
 - o **Accomplishment report:** List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special internal and external reviews conducted by the Title VI coordinator. List any major problem(s) identified and corrective action(s) taken. Include a summary and status report on any Title VI complaints filed with the LPA. Include a listing of complaints received against second-tier sub-recipients, if any, as well as a summary of complaints and actions taken.
10. Include Title VI compliant language in all contracts to second-tier sub-recipients.

IV. Discrimination complaint procedures – allegations of discrimination in federally assisted programs or activities

The LPA adopts the following discrimination complaint procedures for complaints relating to federally assisted transportation-related programs or activities.

1. **Filing a discrimination complaint:** Any person who believes that he or she, or any class of individuals, or in connection with any disadvantaged business enterprise, has been or is being subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq.; and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, has the right to file a complaint.

Any individual wishing to file a discrimination complaint must be given the option to file the complaint with the LPA, or directly with the Iowa DOT, FHWA, USDOT and U.S. Department of Justice. Complaints may be filed with all agencies simultaneously.

No individual or agency shall refuse service, discharge or retaliate in any manner against any persons because that individual has filed a discrimination complaint, instituted any proceeding related to a discrimination complaint, testified, or is about to testify, in any proceeding or investigation related to a discrimination complaint, or has provided information or assisted in an investigation.

2. **Complaint filing time-frame:** A discrimination complaint must be filed within 180 calendar days of one of the following.
 - (a) The alleged act of discrimination.
 - (b) Date when the person(s) became aware of the alleged discrimination
 - (c) Date on which the conduct was discontinued, if there has been a continuing course of conduct.

The LPA or their designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. **Contents of a complaint:** A discrimination complaint must be written. The document must contain the following information.
 - a) The complainant's name and address, or other means by which the complainant may be contacted.
 - b) Identification of individual(s) or organization(s) responsible for the alleged discrimination.
 - c) A description of the complainant's allegations, which must include enough detail to determine if the LPA has jurisdiction over the complaint and if the complaint was filed timely.
 - d) Specific prohibited bases of alleged discrimination (i.e., race, color, gender, etc.)
 - e) Apparent merit of the complaint.
 - f) The complainant's signature or signature of his/her authorized representative.

In the event that a person makes a verbal complaint of discrimination to an officer or employee of the LPA, the complainant shall be interviewed by the LPA's Title VI coordinator. If necessary, the Title VI coordinator will assist the complainant in reducing the complaint to writing and then submit the written version of the complaint to the person for signature.

4. **Complaints against the LPA:** Any complaints received against the LPA should immediately be forwarded to the Iowa DOT for investigation. The LPA shall not investigate any complaint in which it has been named in the complaint. The contact information for the Iowa DOT's Title VI program is:

Iowa Department of Transportation
Civil Rights Bureau
800 Lincoln Way
Ames, Iowa 50010
515-233-7970
515-232-6739 (FAX)
civil.rights@iowadot.us

5. **Notice of Receipt:** All complaints shall be referred to the LPA's Title VI coordinator for review and action. Within 10 days of receipt of the discrimination complaint, the coordinator shall issue an initial written Notice of Receipt that:
- a) Acknowledges receipt of the discrimination complaint.
 - b) Advises the complainant of his/her right to seek representation by an attorney or other individual of his or her choice in the discrimination complaint process.
 - c) Contains a list of each issue raised in the discrimination complaint.
 - d) Advises the complainant of the timeframes for processing the discrimination complaint and providing a determination.
 - e) Advises the complainant of other avenues of redress of their complaint, including the Iowa DOT, FHWA, USDOT and USDOJ.
6. **Notification of the Iowa DOT of a complaint:** The LPA shall advise the Iowa DOT within 10 business days of receipt of the complaint. Generally, the following information will be included in every notification to the Iowa DOT.
- a) Name, address and phone number of the complainant.
 - b) Name(s) and address(es) of alleged discriminating official(s).
 - c) Basis of complaint (i.e., race, color, national origin, gender).
 - d) Date of alleged discriminatory act(s).
 - e) Date of complaint received by the LPA.
 - f) A statement of the complaint.
 - g) Other agencies (state, local or federal) where the complaint has been filed.
 - h) An explanation of the actions the LPA has taken or proposed to resolve the issue identified in the complaint.
7. **Processing a complaint and time-frame:** The total time allowed for processing the discrimination complaint is 90 calendar days from the date the complaint was filed. There is no extension available at this level. This time-frame includes 60 calendar days at the LPA level and 30 days for review at the state level, if needed.

If the complainant elects to file a complaint with both the LPA and Iowa DOT, the complainant shall be informed that the LPA has 90 calendar days to process the discrimination complaint and the Iowa DOT shall not investigate the complaint until the 90 calendar-day period has expired.

Immediately after issuance of the Notice of Receipt to the complainant (step four), the LPA's Title VI coordinator shall either begin the fact-finding or investigation of the discrimination complaint, or arrange to have an investigation conducted.

Based on the information obtained during that investigation, the coordinator shall render a recommendation for action in a Report of Findings to the head of the LPA.

8. **Alternative dispute resolution/mediation process:** The complainant must be given an invitation to participate in mediation to resolve the complaint by informal means. The LPA's Title VI coordinator shall include an invitation to mediation with the Notice of Receipt, offering the opportunity to use the alternative dispute resolution/mediation process.

If the complaint selects mediation, it allows disputes to be resolved in a less adversarial manner. With mediation, a neutral party assists two opposing parties in a dispute come to an agreement to resolve their issue. The mediator does not function as a judge or arbiter, but simply helps the parties resolve the dispute themselves.

Upon receiving a request to mediate, the LPA's Title VI coordinator shall identify or designate a mediator who must be a neutral and impartial third party. The mediator must be a person acceptable to all parties and who will assist the parties in resolving their disputes.

If the complainant chooses to participate in mediation, she or he or the designee must respond in writing within 10 calendar days of the date of the invitation. This written acceptance must be dated and signed by the complainant and must also include the relief sought.

After mediation is arranged, a written confirmation identifying the date, time and location of the mediation conference shall be sent to both parties. If possible, the mediation process should be completed within 30 calendar days of receipt of the discrimination complaint. This will assist in keeping within the 90 calendar-day time-frame of the written Notice of Final Action if the mediation is not successful.

If resolution is reached under mediation, the agreement shall be in writing. A copy of the signed agreement shall be sent to the Iowa DOT's Title VI program coordinator. If an agreement is reached, but a party to it believes his/her agreement has been breached, the non-breaching party may file another complaint. If the parties do not reach resolution under mediation, the LPA's Title VI coordinator shall continue with the investigation.

9. **Notice of Final Action:** A written Notice of Final Action shall be provided to the complainant within 60 days of the date the discrimination complaint was filed. It shall contain:
- a) A statement regarding the disposition of each issue identified in the discrimination complaint and reason for the determination.
 - b) A copy of the mediation agreement, if the discrimination complaint was resolved by mediation.
 - c) A notice that the complainant has the right to file a complaint with the Iowa DOT, FHWA, USDOT or USDOJ within 30 calendar days after the Notice of Final Action, if she or he is dissatisfied with the final action on the discrimination complaint.

The LPA's Title VI coordinator shall provide the Iowa DOT's Title VI program coordinator with a copy of this decision, as well as a summary of findings upon completion of the investigation. Should deficiencies be noted in the implementation of these discrimination complaint procedures by the LPA, the Iowa DOT's Title VI program coordinator will work in conjunction with the LPA's Title VI coordinator to review the information and/or provide technical assistance in the discrimination complaint process, mediation process, and/or investigation.

10. **Corrective action:** If discrimination is found through the process of a complaint investigation, the respondent shall be requested to voluntarily comply with corrective action(s) or a conciliation agreement to correct the discrimination.
11. **Confidentiality:** LPA and Iowa DOT Title VI program coordinators are required to keep the following information confidential to the maximum extent possible, consistent with applicable law and fair determination of the discrimination complaint.
- a) The fact that the discrimination complaint has been filed.
 - b) The identity of the complainant(s).
 - c) The identity of individual respondents to the allegations.
 - d) The identity of any person(s) who furnished information relative to, or assisting in, a complaint investigation.
12. **Record keeping:** The LPA's Title VI coordinator shall maintain a log of complaints filed that alleged discrimination. The log must include:
- a) The name and address of the complainant.
 - b) Basis of discrimination complaint.
 - c) Description of complaint.
 - d) Date filed.
 - e) Disposition and date.
 - f) Any other pertinent information.

All records regarding discrimination complaints and actions taken on discrimination complaints must be maintained for a period of not less than three years from the final date of resolution of the complaint.

V. Sanctions

In the event the LPA fails or refuses to comply with the terms of this agreement, the Iowa DOT may take any or all of the following actions.

- a) Cancel, terminate or suspend this agreement in whole or in part.
- b) Refrain from extending any further assistance to the LPA under the program from which the failure or refusal occurred, until satisfactory assurance of future compliance has been received from the LPA.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the LPA.
- d) Refer the case to the USDOJ for appropriate legal proceedings.

IOWA DEPARTMENT OF TRANSPORTATION

Signature

Signature

Printed Name and Title

Printed Name and Title

Date

Date

Title VI Non-discrimination Policy Statement

The _____ (Name of City/County) _____, hereinafter referred to as the LPA, hereby assures that no person shall on the grounds of race, color, national origin, gender, age or disability, as provided by Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. The LPA further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, regardless of whether those programs and activities are federally funded.

It is the policy of the LPA to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e; Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655; 1973 Federal Aid Highway Act, 23 U.S.C. § 324; Title IX of the Education Amendments of 1972, Pub. L. No. 92-318, 86 Stat. 235; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq.*; Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*; Title VIII of the Civil Rights Act 1968, 42 U.S.C. §§ 3601-3631; Exec. Order No. 12898, 59 Fed. Reg. 7629 (1994) (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations); and Exec. Order No. 13166, 65 Fed. Reg. 50121 (2000) (Improving Access to Services for Persons with Limited English Proficiency).

The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of federal-aid recipients, subrecipients and contractors/consultants, regardless of whether such programs and activities are federally assisted.

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, 87 Stat. 355, the LPA hereby gives assurance that no qualified disabled person shall, solely by reason of disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

The LPA also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. In addition, the LPA will take reasonable steps to provide meaningful access to services for persons with LEP. The LPA will, where necessary and appropriate, revise, update and incorporate nondiscrimination requirements into appropriate manuals, directives and regulations.

In the event the LPA distributes federal-aid funds to a second-tier subrecipient, the LPA will include Title VI language in all written agreements.

The LPA's _____ (Name of Person/Department) _____, is responsible for initiating and monitoring Title VI activities, preparing reports and performing other responsibilities, as required by 23 C.F.R. § 200 and 49 C.F.R. § 21.

Signature

Printed Name and Title

Date

LINN COUNTY SECONDARY ROAD DEPARTMENT
1888 COUNTY HOME ROAD
MARION, IA 52302
PH: 319-892-6400 | FAX: 319-892-6419

LinnCounty.org



January 15, 2021

Linn County Board of Supervisors
Attn: Darrin Gage
935 2nd Street SW
Cedar Rapids, IA 52404

Dear Darrin,

The Linn County Secondary Road Department is planning for a bridge replacement project on Bridge #1053 on Bertram Road over Indian Creek. The project is currently scheduled for construction in 2022. In order to build a wider bridge, safer foreslopes, and meet all DNR flood requirements a portion of County property may be needed for construction

Enclosed is a draft plat and waiver valuation, which has been estimated to be just compensation for such property and rights based upon the fair market value of the property.

Also enclosed is a booklet, "Highways and Your Land" that explains right-of-way acquisition procedures and the rights of affected property owners. A representative from Linn County will be contacting you no less than 10 days from the date of this letter. You can contact me whenever you wish.

In addition to the potential right-of-way acquisition, I'm sure you will have plenty of questions regarding the project. I would be happy to discuss the project with you and answer any questions you may have.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Garret Reddish'.

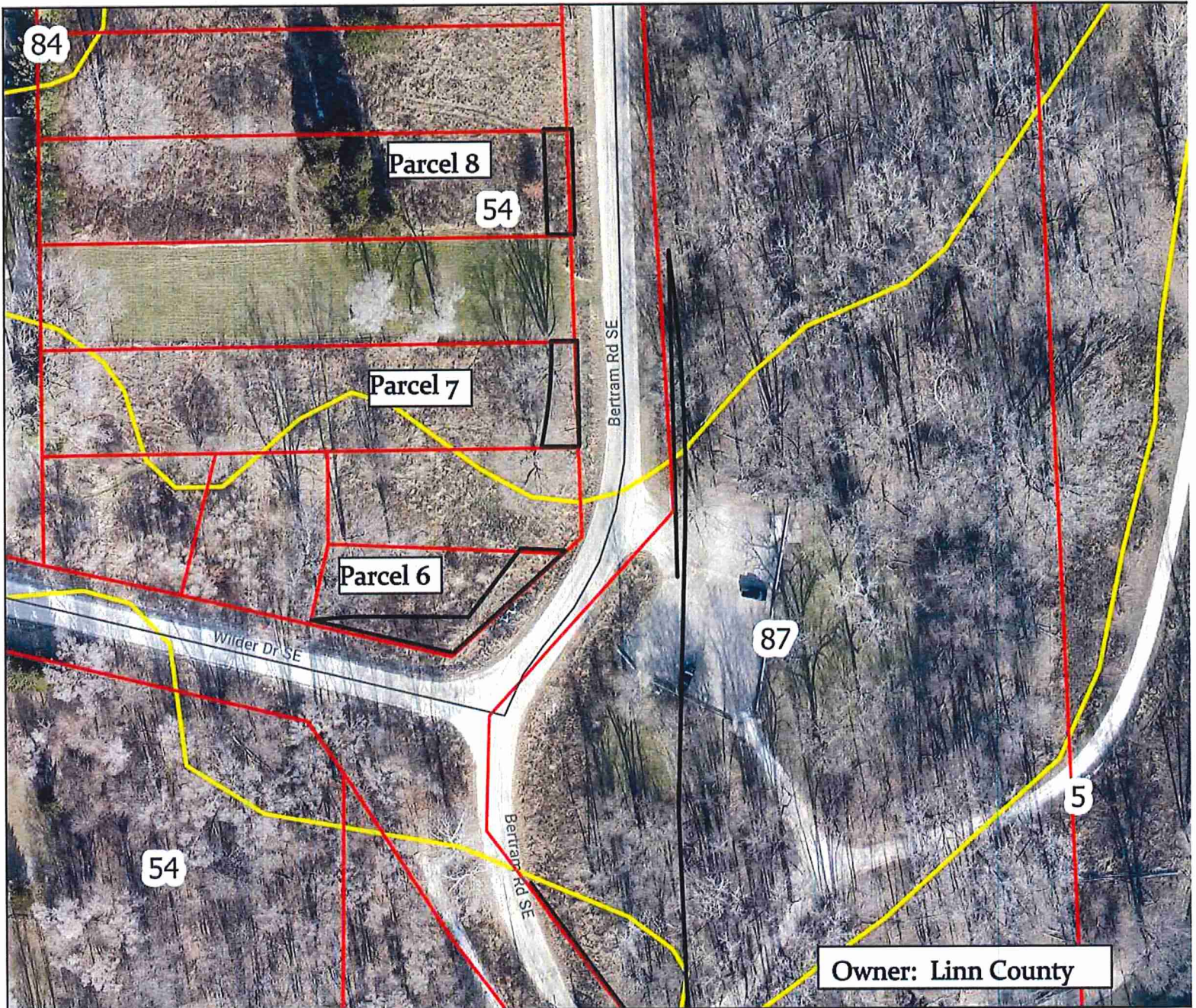
Garret Reddish, P.E.
Linn County Assistant Engineer I
319-892-6400
garret.reddish@linncounty.org

Enclosures:

Waiver Valuation
Draft Plat
Highways and Your Land

Linn County Secondary Roads

CSR Map - Bertram Road



Parcel 6:
CSR Method: \$130/CSR Point
 $87 \times 100\% = 87$

Total CSR = 87
 $\$130/\text{CSR} \times \#\# = \$11,310/\text{acre}$
 $0.07 \text{ acres} @ \$11,310/\text{ac} = \791.70

Parcel 7:
CSR Method: \$130/CSR Point
 $54 \times 100\% = 54$

Total CSR = 54
 $\$130/\text{CSR} \times \#\# = \$7,020/\text{acre}$
 $0.04 \text{ acres} @ \$7,020/\text{ac} = \280.80

Parcel 8:
CSR Method: \$130/CSR Point
 $54 \times 100\% = 54$

Total CSR = 54
 $\$130/\text{CSR} \times \#\# = \$7,020/\text{acre}$
 $0.03 \text{ acres} @ \$7,020/\text{ac} = \210.60



Waiver Valuation

Parcel Number: #6: 153010200800000 **County:** Linn

Project Number: Bridge 1053 Replacement **Route Number:** Not a numbered route

Recorded Owner(s) Linn County

Owner's(s') Mailing Address 935 2nd Street SW, Cedar Rapids, IA 52404

Tenant(s) n/a

Tenant (s) Mailing Address n/a

Subject Property Address 5904 Wilder Drive, Cedar Rapids, IA 52403
GPN: 153010200800000

This property is described as See attached acquisition plat

Basis for land compensation CSR Method: \$11,310/acre

Land to be acquired by fee title	<u>0.07acre</u>	@	<u>\$11,310/acre</u>	=	\$791.70
Permanent easement	<u>0.0 acre</u>	@	<u>\$0.00</u>	=	\$ 0.00
Other considerations: Temporary Easement					
			Total compensation		\$791.70

Compensation for right of way fence is to be determined by a fixed schedule or in accordance with Iowa Code section 6B.44.

Certification

I certify that I am familiar with the property that is the subject of this waiver valuation, and that I have no direct or indirect present or contemplated future personal interest in this property or in any benefit from the acquisition of this property.

Agent's Signature

1-15-21

Date

Approved by

Date



Waiver Valuation

Parcel Number: #7: 15301020100000 **County:** Linn

Project Number: Bridge 1053 Replacement **Route Number:** Not a numbered route

Recorded Owner(s) Linn County

Owner's(s') Mailing Address 935 2nd Street SW, Cedar Rapids, IA 52404

Tenant(s) n/a

Tenant (s) Mailing Address n/a

Subject Property Address 1119 Bertram Road, Cedar Rapids, IA 52403
GPN: 15301020100000

This property is described as See attached acquisition plat

Basis for land compensation CSR Method: \$7,020/acre

Land to be acquired by fee title	<u>0.04acre</u>	@	<u>\$7,020/acre</u>	=	\$280.80
Permanent easement	<u>0.0 acre</u>	@	<u>\$0.00</u>	=	\$ 0.00
Other considerations: Temporary Easement					
			Total compensation		\$280.80

Compensation for right of way fence is to be determined by a fixed schedule or in accordance with Iowa Code section 6B.44.

Certification

I certify that I am familiar with the property that is the subject of this waiver valuation, and that I have no direct or indirect present or contemplated future personal interest in this property or in any benefit from the acquisition of this property.

Agent's Signature

 1-15-21
Date

Approved by

Date



Waiver Valuation

Parcel Number: #8: 153010201200000 **County:** Linn

Project Number: Bridge 1053 Replacement **Route Number:** Not a numbered route

Recorded Owner(s) Linn County

Owner's(s') Mailing Address 935 2nd Street SW, Cedar Rapids, IA 52404

Tenant(s) n/a

Tenant (s) Mailing Address n/a

Subject Property Address 1115 Bertram Road, Cedar Rapids, IA 52403
GPN: 153010201200000

This property is described as See attached acquisition plat

Basis for land compensation CSR Method: \$7,020/acre

Land to be acquired by fee title	<u>0.03acre</u>	@	<u>\$7,020/acre</u>	=	\$210.60
Permanent easement	<u>0.0 acre</u>	@	<u>\$0.00</u>	=	\$ 0.00
Other considerations: Temporary Easement					
			Total compensation		\$210.60

Compensation for right of way fence is to be determined by a fixed schedule or in accordance with Iowa Code section 6B.44.

Certification

I certify that I am familiar with the property that is the subject of this waiver valuation, and that I have no direct or indirect present or contemplated future personal interest in this property or in any benefit from the acquisition of this property.

Agent's Signature

A handwritten signature in blue ink, appearing to read 'Aunt Reddish', written over a horizontal line.

Date

1-15-21

Approved by

Date

INDEX LEGEND

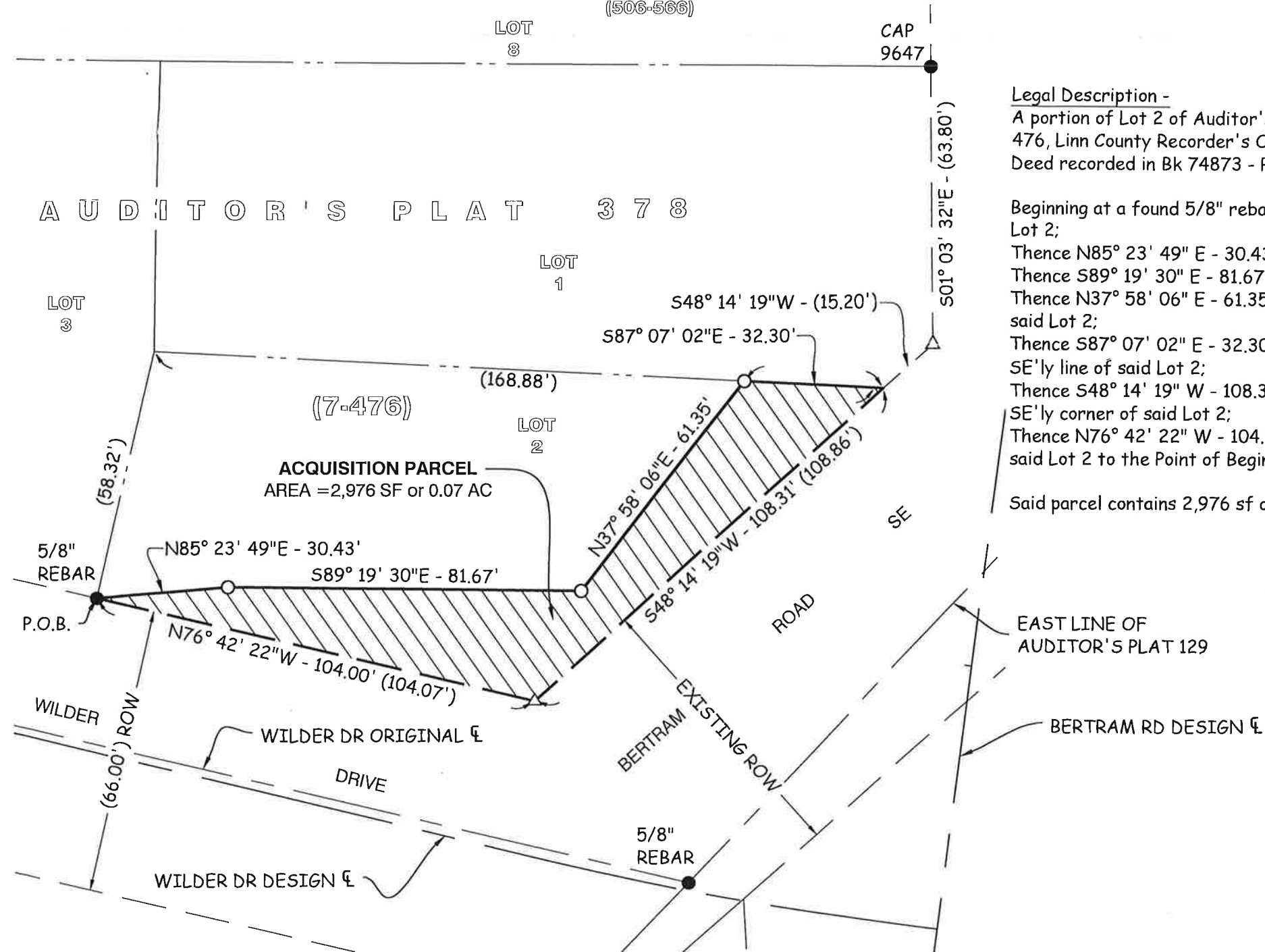
Location: Lot 2, Auditor's Plat 378
NE NE Sec 30, T.83 N., R.06 W.
Requestor: Linn County, Iowa
Proprietor: Linn County, Iowa
Surveyor: Curtis Logan, P.L.S., P.E.
Company: Linn County Secondary Roads
Return To: 1888 County Home Road
Marion, IA 52302 Ph:319.892.6400

EXHIBIT A - ACQUISITION PLAT

PROJECT NO. BRIDGE 1053 REPLACEMENT
NE 1/4 NE 1/4 SECTION 30, T. 83 N., R. 06 W.
LINN COUNTY, IOWA

AUDITOR'S PLAT 193
(506-566)

FOR RECORDER'S USE ONLY

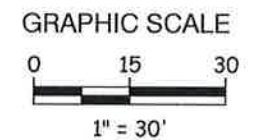


Legal Description -

A portion of Lot 2 of Auditor's Plat 378 as recorded in Pbk 7, Pg 476, Linn County Recorder's Office, located within the Warranty Deed recorded in Bk 74873 - Pg 15, described as follows:

Beginning at a found 5/8" rebar marking the SW corner of said Lot 2;
Thence N85° 23' 49" E - 30.43 feet;
Thence S89° 19' 30" E - 81.67 feet;
Thence N37° 58' 06" E - 61.35 feet to a point on the north line of said Lot 2;
Thence S87° 07' 02" E - 32.30 feet along said north line to the SE'ly line of said Lot 2;
Thence S48° 14' 19" W - 108.31 feet along said SE'ly line to the SE'ly corner of said Lot 2;
Thence N76° 42' 22" W - 104.00 feet along the SW'ly line of said Lot 2 to the Point of Beginning.

Said parcel contains 2,976 sf or 0.07 acres.



LEGEND

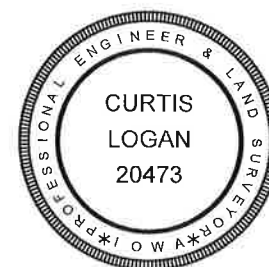
- ▣ FOUND ALIQUOT SECTION CORNER (AS NOTED)
- FOUND SURVEY MARKER (AS NOTED)
- SET 5/8" REBAR W/YELLOW LINN CO. CAP, PLS #20473 (UNLESS NOTED) (TO BE SET AFTER CONSTRUCTION)
- △ EXISTING ROW POINT (NOT SET)
- () RECORDED DIMENSION or RECORDED BK-PG

ACQUISITION PLAT

LINN COUNTY, IA PARCEL No. 1

ACQUIRED FROM:	LINN COUNTY, IOWA
ACQUISITION PARCEL:	0.07 ACRES
TOTAL ROW AREA:	0.07 ACRES

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.



PRELIMINARY

Curtis Logan
My license renewal date is December 31, 2022
Pages or sheets covered by this seal: Sheet 1 of 1

NOTES:

- Section Corners and existing ROW control corners were surveyed in March 2020, using RTK GPS on SPC, NAD83, 2011 Adjustment Datum.

Secondary Road Department



ACQUISITION PLAT
PROJECT NO. BRIDGE 1053 REPLACEMENT
NE 1/4 NE 1/4 SECTION 30, T. 83 N., R. 06 W.
LINN COUNTY, IOWA

DWN: CAL
PLAT DATE: 01-05-2021
SURVEY DATE: MARCH 2020
FIELDBOOK:
SCALE: 1" = 30'
SHEET 1 OF 1

INDEX LEGEND

Location: Lot 8, Auditor's Plat 193
NE NE Sec 30, T.83 N., R.06 W.
Requestor: Linn County, Iowa
Proprietor: Linn County, Iowa
Surveyor: Curtis Logan, P.L.S., P.E.
Company: Linn County Secondary Roads
Return To: 1888 County Home Road
Marion, IA 52302 Ph:319.892.6400

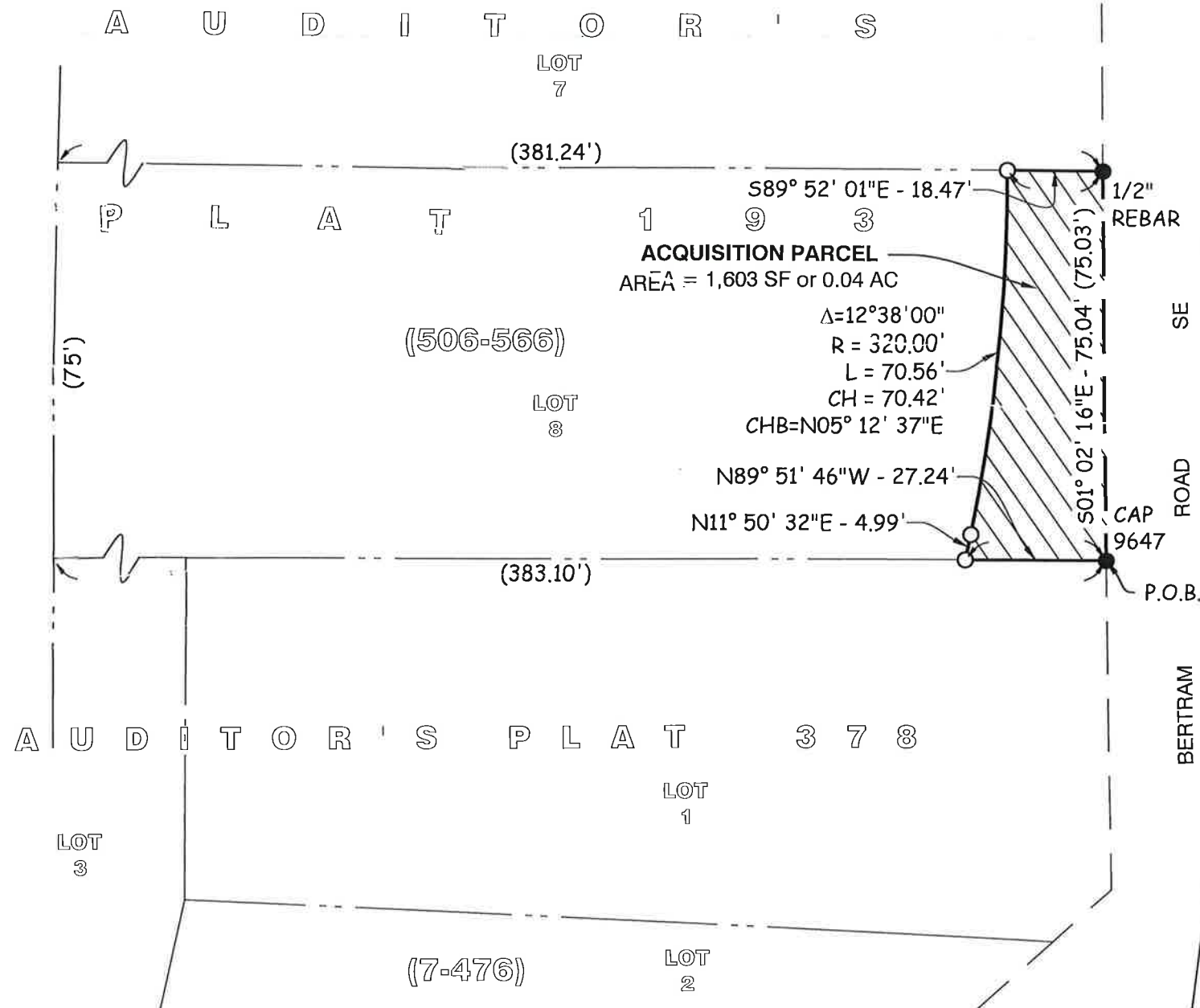
EXHIBIT A - ACQUISITION PLAT

PROJECT NO. BRIDGE 1053 REPLACEMENT

NE 1/4 NE 1/4 SECTION 30, T. 83 N., R. 06 W.

LINN COUNTY, IOWA

FOR RECORDER'S USE ONLY

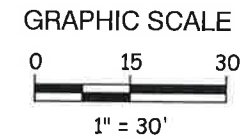


Legal Description -

A portion of Lot 8 of Auditor's Plat 193 as recorded in Pbk 50 - Pg 566, Linn County Recorder's Office, located within the Warranty Deed recorded in Bk 7483 - Pg 9, described as follows:

Beginning at a found CAP #9647 rebar marking the SE corner of said Lot 8;
Thence N89° 51' 46" W - 27.24 feet along the south line of said Lot 8;
Thence N11° 50' 32" E - 4.99 feet;
Thence 70.56 feet along a 320 foot radius curve concave NW'ly with central angle of 12° 38' 00" and chord of N05° 12' 37" E - 70.42 to a point on the north line of said Lot 8;
Thence S89° 52' 01" E - 18.47 feet along said north line to the NE corner of said Lot 8;
Thence S01° 02' 16" E - 75.04 feet along the east line of said Lot 8 to the Point of Beginning.

Said parcel contains 1,603 sf or 0.04 acres.



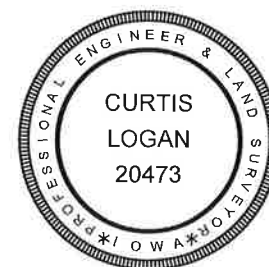
LEGEND

- FOUND ALIQUOT SECTION CORNER (AS NOTED)
- FOUND SURVEY MARKER (AS NOTED)
- SET 5/8" REBAR W/YELLOW LINN CO. CAP, PLS #20473 (UNLESS NOTED) (TO BE SET AFTER CONSTRUCTION)
- △ EXISTING ROW POINT (NOT SET)
- () RECORDED DIMENSION or RECORDED BK-PG

ACQUISITION PLAT

LINN COUNTY, IA PARCEL No. 1

ACQUIRED FROM:	LINN COUNTY, IOWA
ACQUISITION PARCEL:	0.04 ACRES
TOTAL ROW AREA:	0.04 ACRES



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

PRELIMINARY

Curtis Logan
My license renewal date is December 31, 2022
Pages or sheets covered by this seal: Sheet 1 of 1

NOTES:

- Section Corners and existing ROW control corners were surveyed in March 2020, using RTK GPS on SPC, NAD83, 2011 Adjustment Datum.

Secondary Road Department



ACQUISITION PLAT
PROJECT NO. BRIDGE 1053 REPLACEMENT
NE 1/4 NE 1/4 SECTION 30, T. 83 N., R. 06 W.
LINN COUNTY, IOWA

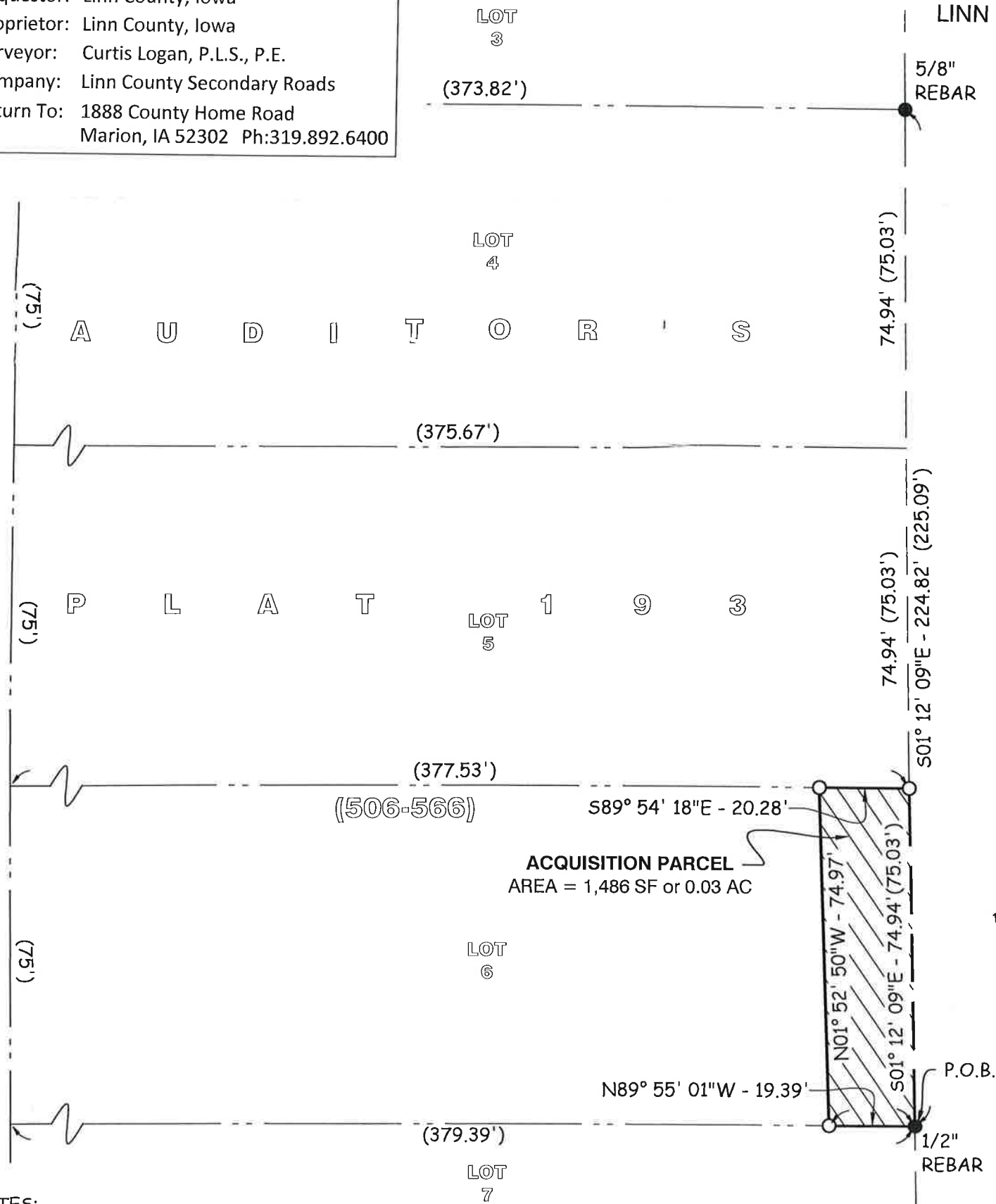
DWN: CAL
PLAT DATE: 01-06-2021
SURVEY DATE: MARCH 2020
FIELDBOOK:
SCALE: 1" = 30'
SHEET 1 OF 1

INDEX LEGEND

Location: Lot 6, Auditor's Plat 193
NE NE Sec 30, T.83 N.,R.06 W.
Requestor: Linn County, Iowa
Proprietor: Linn County, Iowa
Surveyor: Curtis Logan, P.L.S., P.E.
Company: Linn County Secondary Roads
Return To: 1888 County Home Road
Marion, IA 52302 Ph:319.892.6400

EXHIBIT A - ACQUISITION PLAT
PROJECT NO. BRIDGE 1053 REPLACEMENT
NE 1/4 NE 1/4 SECTION 30, T. 83 N., R. 06 W.
LINN COUNTY, IOWA

FOR RECORDER'S USE ONLY

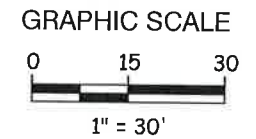


Legal Description -

A portion of Lot 6 of Auditor's Plat 193 as recorded in Pbk 506, Pg 566, Linn County Recorder's Office, located within the Warranty Deed recorded in Bk 7483 - Pg 3, described as follows:

Beginning at a found 1/2" rebar marking the SE corner of said Lot 6;
Thence N89° 55' 01" W - 19.39 feet along the south line of said Lot 6;
Thence N01° 52' 50" W - 74.97 feet to a point on the north line of said Lot 6;
Thence S89° 54' 18" E - 20.28 feet along said north line to the NE corner of said Lot 6;
Thence S01° 12' 09" E - 74.94 feet along the east line of said Lot 6 to the Point of Beginning.

Said parcel contains 1,486 sf or 0.03 acres.



LEGEND

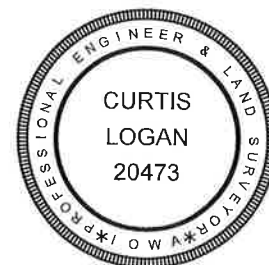
- FOUND ALIQUOT SECTION CORNER (AS NOTED)
- FOUND SURVEY MARKER (AS NOTED)
- SET 5/8" REBAR W/YELLOW LINN CO. CAP, PLS #20473 (UNLESS NOTED) (TO BE SET AFTER CONSTRUCTION)
- △ EXISTING ROW POINT (NOT SET)
- () RECORDED DIMENSION or RECORDED BK-PG

ACQUISITION PLAT

LINN COUNTY, IA PARCEL No. 1

ACQUIRED FROM: LINN COUNTY, IOWA
ACQUISITION PARCEL: 0.03 ACRES
TOTAL ROW AREA: 0.03 ACRES

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.



PRELIMINARY

Curtis Logan
My license renewal date is December 31, 2022
Pages or sheets covered by this seal: Sheet 1 of 1

NOTES:

1. Section Corners and existing ROW control corners were surveyed in March 2020, using RTK GPS on SPC, NAD83, 2011 Adjustment Datum.

Secondary Road Department



ACQUISITION PLAT
PROJECT NO. BRIDGE 1053 REPLACEMENT
NE 1/4 NE 1/4 SECTION 30, T. 83 N., R. 06 W.
LINN COUNTY, IOWA

DWN: CAL
PLAT DATE: 01-07-2021
SURVEY DATE: MARCH 2020
FIELDBOOK:
SCALE: 1" = 30'
SHEET 1 OF 1

Linn County Secondary Road Department
2021 Project Rock Contract Bidding
Results 2021

					Crawford Quarry			Weber Stone			Moyna Materials			Martin Marietta			Wendling Quarries			
District	Road Name	Completed By	Class A Tons	Modified Subbase	Matl Price per Ton	Haul Price per Ton	Total	Matl Price per Ton	Haul Price per Ton	Total	Matl Price per Ton	Haul Price per Ton	Total	Matl Price per Ton	Haul Price per Ton	Total	Matl Price per Ton	Haul Price per Ton	Total	
1	W. Cemetery Rd	9/30/2021	6,008		\$ 10.50	\$ 2.65	\$ 79,005.20				\$ 8.90	\$ 6.50	\$ 92,523.20				\$ 11.25	\$ 3.10	\$ 86,214.80	CR South
				6,008	\$ 10.50	\$ 2.65	\$ 79,005.20				\$ 8.70	\$ 6.50	\$ 91,321.60				\$ 12.00	\$ 3.10	\$ 90,720.80	
1	Stallman Rd	9/30/2021	1,268		\$ 10.50	\$ 2.65	\$ 16,674.20				\$ 8.90	\$ 6.50	\$ 19,527.20				\$ 11.25	\$ 3.35	\$ 18,512.80	
				1,268	\$ 10.50	\$ 2.65	\$ 16,674.20				\$ 8.70	\$ 6.50	\$ 19,273.60				\$ 12.00	\$ 3.35	\$ 19,463.80	
1	Scotch Grove Ln	9/30/2021	212		\$ 10.50	\$ 2.65	\$ 2,787.80				\$ 8.90	\$ 6.50	\$ 3,264.80				\$ 11.25	\$ 3.35	\$ 3,095.20	
				212	\$ 10.50	\$ 2.65	\$ 2,787.80				\$ 8.70	\$ 6.50	\$ 3,222.40				\$ 12.00	\$ 3.35	\$ 3,254.20	
1	Morgan Valley Rd	9/30/2021	1,670		\$ 10.50	\$ 2.65	\$ 21,960.50				\$ 8.90	\$ 6.50	\$ 25,718.00				\$ 11.25	\$ 2.95	\$ 23,714.00	
				1,670	\$ 10.50	\$ 2.65	\$ 21,960.50				\$ 8.70	\$ 6.50	\$ 25,384.00				\$ 12.00	\$ 2.95	\$ 24,966.50	
			9,158	9,158			\$ 120,427.70													
1	Lone Tree Rd	9/30/2021	2,417		\$ 10.50	\$ 2.65	\$ 31,783.55										\$ 11.25	\$ 3.80	\$ 36,375.85	CR South
				2,417	\$ 10.50	\$ 2.65	\$ 31,783.55										\$ 12.00	\$ 3.80	\$ 38,188.60	
			2,417	2,417			\$ 31,783.55													
1	Linn-Benton Rd	9/30/2021	3,030		\$ 10.50	\$ 2.65	\$ 39,844.50										\$ 11.25	\$ 4.75	\$ 48,480.00	Sweeting
				3,030	\$ 10.50	\$ 2.65	\$ 39,844.50										\$ 12.00	\$ 4.75	\$ 50,752.50	
1	Linn-Benton Rd	9/30/2021	1,807		\$ 10.50	\$ 2.65	\$ 23,762.05										\$ 11.25	\$ 4.75	\$ 28,912.00	
				1,807	\$ 10.50	\$ 2.65	\$ 23,762.05										\$ 12.00	\$ 4.75	\$ 30,267.25	
			4,837	4,837			\$ 63,606.55													
1	Arabian Rd	9/30/2021	1,213					\$ 10.75	\$ 4.00	\$ 17,891.75							\$ 11.25	\$ 3.25	\$ 17,588.50	Robins
				1,213				\$ 10.75	\$ 4.00	\$ 17,891.75							\$ 12.00	\$ 3.25	\$ 18,498.25	
			1,213	1,213															\$ 17,588.50	
1	Standlea Rd	9/30/2021	455														\$ 11.25	\$ 3.35	\$ 6,643.00	Robins
				455													\$ 12.00	\$ 3.35	\$ 6,984.25	
			455	455															\$ 6,643.00	
1	Cummings Ford Rd	9/30/2021	379														\$ 11.25	\$ 3.35	\$ 5,533.40	Sweeting
				379													\$ 12.00	\$ 3.35	\$ 5,817.65	
1	Boar Rd	9/30/2021	394														\$ 11.25	\$ 3.35	\$ 5,752.40	
				394													\$ 12.00	\$ 3.35	\$ 6,047.90	
			773	773															\$ 11,285.80	

**Linn County Secondary Road Department
2021 Project Rock Contract Bidding
Results 2021**

					Crawford Quarry			Weber Stone			Moyna Materials			Martin Marietta			Wending Quarries		
District	Road Name	Completed By	Class A Tons	Modified Subbase	Matl Price per Ton	Haul Price per Ton	Total	Matl Price per Ton	Haul Price per Ton	Total	Matl Price per Ton	Haul Price per Ton	Total	Matl Price per Ton	Haul Price per Ton	Total	Matl Price per Ton	Haul Price per Ton	Total
2	18th St	9/30/2021	2,083								\$ 8.90	\$ 5.35	\$ 29,682.75				\$ 11.25	\$ 2.85	\$ 29,370.30
				2,083							\$ 8.70	\$ 5.35	\$ 29,266.15				\$ 12.00	\$ 2.85	\$ 30,932.55
2	Walford Rd.	9/30/2021	2,564								\$ 8.90	\$ 5.35	\$ 36,537.00				\$ 11.25	\$ 2.85	\$ 36,152.40
				2,564							\$ 8.70	\$ 5.35	\$ 36,024.20				\$ 12.00	\$ 2.85	\$ 38,075.40
			4,647	4,647															\$ 65,522.70
2	Mabie Rd	9/30/2021	1,104								\$ 8.90	\$ 3.90	\$ 14,131.20	\$ 7.70	\$ 3.25	\$ 12,088.80	\$ 11.25	\$ 3.35	\$ 16,118.40
				1,104							\$ 8.70	\$ 3.90	\$ 13,910.40	\$ 7.70	\$ 3.25	\$ 12,088.80	\$ 12.00	\$ 3.35	\$ 16,946.40
			1,104	1,104												\$ 12,088.80			
2	Honey Grove Rd	9/30/2021	1,155								\$ 8.90	\$ 2.90	\$ 13,629.00	\$ 7.70	\$ 3.25	\$ 12,647.25	\$ 11.25	\$ 3.35	\$ 16,863.00
				1,155							\$ 8.70	\$ 2.90	\$ 13,398.00	\$ 7.70	\$ 3.25	\$ 12,647.25	\$ 12.00	\$ 3.35	\$ 17,729.25
2	Old River Rd	9/30/2021	2,509								\$ 8.90	\$ 2.90	\$ 29,606.20	\$ 7.70	\$ 3.25	\$ 27,473.55	\$ 11.25	\$ 3.80	\$ 37,760.45
				2,509							\$ 8.70	\$ 2.90	\$ 29,104.40	\$ 7.70	\$ 3.25	\$ 27,473.55	\$ 12.00	\$ 3.80	\$ 39,642.20
			3,664	3,664												\$ 40,120.80			
2	Linn-Grove Rd	9/30/2021	2,226					\$ 10.75	\$ 3.00	\$ 30,607.50	\$ 8.90	\$ 5.70	\$ 32,499.60				\$ 11.25	\$ 3.35	\$ 32,499.60
				2226				\$ 10.75	\$ 3.00	\$ 30,607.50	\$ 8.70	\$ 5.70	\$ 32,054.40				\$ 12.00	\$ 3.35	\$ 34,169.10
2	Abbe Hills Rd	9/30/2021	1,298					\$ 10.75	\$ 3.00	\$ 17,847.50	\$ 8.90	\$ 5.70	\$ 18,950.80				\$ 11.25	\$ 3.80	\$ 19,534.90
				1298				\$ 10.75	\$ 3.00	\$ 17,847.50	\$ 8.70	\$ 5.70	\$ 18,691.20				\$ 12.00	\$ 3.80	\$ 20,508.40
			3,524	3,524						\$ 48,455.00									
2	Linn Ridge Rd	9/30/2021	6,773					\$ 10.75	\$ 3.00	\$ 93,128.75	\$ 8.90	\$ 6.25	\$ 102,610.95				\$ 11.25	\$ 3.35	\$ 98,885.80
				6,773				\$ 10.75	\$ 3.00	\$ 93,128.75	\$ 8.70	\$ 6.25	\$ 101,256.35				\$ 12.00	\$ 3.35	\$ 103,965.55
2	Red Haw Rd	9/30/2021	908					\$ 10.75	\$ 3.00	\$ 12,485.00	\$ 8.90	\$ 5.25	\$ 12,848.20				\$ 11.25	\$ 3.35	\$ 13,256.80
				908				\$ 10.75	\$ 3.00	\$ 12,485.00	\$ 8.70	\$ 5.25	\$ 12,666.60				\$ 12.00	\$ 3.35	\$ 13,937.80
			7,681	7,681						\$ 105,613.75									
2	Marion Airport Rd	9/30/2021	2,019					\$ 10.75	\$ 3.00	\$ 27,761.25							\$ 11.25	\$ 2.40	\$ 27,559.35
				2,019				\$ 10.75	\$ 3.00	\$ 27,761.25							\$ 12.00	\$ 2.40	\$ 29,073.60
2	Stone Rd	9/30/2021	802					\$ 10.75	\$ 3.00	\$ 11,027.50							\$ 11.25	\$ 2.00	\$ 10,626.50
				802				\$ 10.75	\$ 3.00	\$ 11,027.50							\$ 12.00	\$ 2.00	\$ 11,228.00
			2,821	2,821															\$ 38,185.85
2	Gracey Rd	9/30/2021	1,618					\$ 10.75	\$ 3.00	\$ 22,247.50							\$ 11.25	\$ 2.85	\$ 22,813.80
				1,618				\$ 10.75	\$ 3.00	\$ 22,247.50							\$ 12.00	\$ 2.85	\$ 24,027.30
			1,618	1,618						\$ 22,247.50									

**Linn County Secondary Road Department
2021 Project Rock Contract Bidding
Results 2021**

					Crawford Quarry			Weber Stone			Moyna Materials			Martin Marietta			Wendling Quarries		
District	Road Name	Completed By	Class A Tons	Modified Subbase	Matl Price per Ton	Haul Price per Ton	Total	Matl Price per Ton	Haul Price per Ton	Total	Matl Price per Ton	Haul Price per Ton	Total	Matl Price per Ton	Haul Price per Ton	Total	Matl Price per Ton	Haul Price per Ton	Total
								\$ 10.75	\$ 3.00	\$ 38,445.00							\$ 11.25	\$ 2.60	\$ 38,724.60
								\$ 10.75	\$ 3.00	\$ 38,445.00							\$ 12.00	\$ 2.60	\$ 40,821.60
								\$ 38,445.00											
3	Stone Rd	9/30/2021	3,937					\$ 10.75	\$ 3.00	\$ 54,133.75							\$ 11.25	\$ 2.10	\$ 52,558.95
								\$ 10.75	\$ 3.00	\$ 54,133.75							\$ 12.00	\$ 2.10	\$ 55,511.70
																	\$ 52,558.95		
3	Whittier Rd	9/30/2021	2,489					\$ 10.75	\$ 3.00	\$ 34,223.75							\$ 11.25	\$ 2.60	\$ 34,472.65
								\$ 10.75	\$ 3.00	\$ 34,223.75							\$ 12.00	\$ 2.60	\$ 36,339.40
								\$ 34,223.75											
3	Indian Creek Way	9/30/2021	833					\$ 10.75	\$ 3.00	\$ 11,453.75							\$ 11.25	\$ 3.35	\$ 12,161.80
								\$ 10.75	\$ 3.00	\$ 11,453.75							\$ 12.00	\$ 3.35	\$ 12,786.55
								\$ 11,453.75											
3	Scotland Rd	9/30/2021	587					\$ 10.75	\$ 3.00	\$ 8,071.25							\$ 11.25	\$ 3.35	\$ 8,570.20
								\$ 10.75	\$ 3.00	\$ 8,071.25							\$ 12.00	\$ 3.35	\$ 9,010.45
3	Rowley Rd	9/30/2021	1,339					\$ 10.75	\$ 3.00	\$ 18,411.25							\$ 11.25	\$ 3.10	\$ 19,214.65
								\$ 10.75	\$ 3.00	\$ 18,411.25							\$ 12.00	\$ 3.10	\$ 20,218.90
3	Bunker Hill Rd	9/30/2021	625					\$ 10.75	\$ 3.00	\$ 8,593.75							\$ 11.25	\$ 2.85	\$ 8,812.50
								\$ 10.75	\$ 3.00	\$ 8,593.75							\$ 12.00	\$ 2.85	\$ 9,281.25
								\$ 35,076.25											
3	Game Club Rd	9/30/2021	2,965					\$ 10.75	\$ 3.00	\$ 40,768.75							\$ 11.25	\$ 2.40	\$ 40,472.25
								\$ 10.75	\$ 3.00	\$ 40,768.75							\$ 12.00	\$ 2.40	\$ 42,696.00
																	\$ 40,472.25		
3	Jordans Grove Rd	9/30/2021	2,197					\$ 10.75	\$ 3.00	\$ 30,208.75							\$ 11.25	\$ 2.40	\$ 29,989.05
								\$ 10.75	\$ 3.00	\$ 30,208.75							\$ 12.00	\$ 2.40	\$ 31,636.80
3	Heatons Valley Rd	9/30/2021	2,199					\$ 10.75	\$ 3.00	\$ 30,236.25							\$ 11.25	\$ 2.85	\$ 31,005.90
								\$ 10.75	\$ 3.00	\$ 30,236.25							\$ 12.00	\$ 2.85	\$ 32,655.15
								\$ 30,236.25									\$ 29,989.05		

**Linn County Secondary Road Department
2021 Project Rock Contract Bidding
Results 2021**

[illegible]