

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

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CEDAR RAPIDS, IA 52404

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LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Wednesday, December 21, 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.

Approve the Linn Count Equal Opportunity and Workforce Diversity Policy-- PM024

Approve the Linn County Public Group Access to Harris Building Gymnasium—RM-015

Resolutions

Resolution to approve a Final Plat for Dengler Second Addition, case JF22-0027.

Resolution to approve a Land Preservation Parcel Split for Johnson Acres Second Addition, case JLPS22-0004.

Resolution to approve a Residential Parcel Split for Johnson Acres First Addition, case JPS22-0019.

Resolution to approve a Residential Parcel Split for Knight Farm First Addition, case JPS22-0015.

Resolution to approve a Land Preservation Parcel Split for Linn Acres First Addition, case JLPS22-0005.

Resolution to approve a Final Plat for M & A Carson Subdivision, case JF22-0026.

Resolution approving a new Application Fee Schedule for Linn County Planning & Development specifically concerning zoning permits

Resolution authorizing the issuance of up to \$6,150,000 in aggregate principal amount of the Linn County, Iowa, Revenue Bonds (The Young Men's Christian Association of the Cedar Rapids Metropolitan Area Project) Series 2022, with the proceeds from the sale of the bonds to be loaned to The Young Men's Christian Association of the Cedar Rapids Metropolitan Area, an Iowa nonprofit corporation; the execution and delivery of a Bond Purchase Agreement and Assignment to secure said Bonds; the execution and delivery of a Loan Agreement between the County and The Young Men's Christian Association of the Cedar Rapids Metropolitan Area; the Assignment by the County to the Original Purchaser of the rights and interest of the County in and to said Loan Agreement; the sale of said Bonds; the reporting of the designation of the Bonds as Qualified Tax-Exempt Obligations within the meaning of Section 265(b) of the Internal Revenue Code of 1986; and related matters.

Contract and Agreements

Approve and sign Iowa Department of Transportation (IDOT) Final Contract Construction Voucher for project ER-C057(155)- -58-57 for K& W Electric, INC for Lighting at the intersection of County Home Road and Highway 13.

Approve and authorize Chair to sign a Local Match Resolution for the Hazard Mitigation Grant Program to make available up to \$6,075 of local monies to meet the minimum 15% match requirement

Approve and authorize Chair to sign a Minor Boundary Change Application and Associated Rezoning Application for a 7.58-acre parcel of the Dows Farm property, located at 622 Dows Rd

Approve and authorize Chair to sign documents designating Stephanie Lientz, Planning & Zoning Division Manager, and Charlie Nichols, Planning & Development Director, as Authorized Representatives to execute on behalf of Linn County for the Linn County Multi-Jurisdiction Hazard Mitigation Plan 2024 grant application

Approve and authorize Chair to sign an Order #Q005781 to OpenGov Inc. for Budgeting and Planning software.

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and Horizons, A Family Service Alliance for New Iowan Collaborative – Transportation Program in the amount of \$64,000.00.

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and The Greater Cedar Rapids Community Foundation for the Comprehensive Gun Violence Reduction Program in the amount of \$605,315.00.

Approve and authorize Chair to sign a 28E agreement with the City of Fairfax for bridge inspections to be completed on city bridges by the county's inspector, Origin Design

Approve purchase order #PO418 for \$10,823.28 to Workspace Inc. for cubicle redesign and install for the Board of Supervisor's area.

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes--Discuss and decide on meeting minutes.

Claims--Discuss and decide on claims.

Discuss and decide on awarding \$80,000 of Witwer Family Trust funds to qualified Witwer Grant finalists

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

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.



BOARD OF SUPERVISORS LINN COUNTY, IOWA

Title: Equal Opportunity and Workforce Diversity Policy		Policy Number: PM-024	
Responsible Department: Human Resources			
Revision No: 3	Revision Date: 12/?/22	Policy Effective Date: 12/?/22	Expiration Date: None until next revision
Initial Approval Date: 05/31/95 BOS Resolution: 1999-4-75 BOS Minutes: 4/6/99; 7/1/09; 7/1/19; 8/1/20; 12/?/22		Distribution: To Elected Officials, Department Heads, and County Employees through PolicyStat	

I. PURPOSE & OBJECTIVES

The purpose of this policy is to provide transparency and accountability throughout Linn County government about what constitutes fair treatment and what is considered discrimination or illegal harassment. Linn County promotes equality of opportunity for all. Linn County government values diversity and encourages employees to recognize their differences both as unique individuals and as members of groups to help eliminate organizational biases between different types of people or backgrounds, and to create and enhance mutual understanding and respect for everyone's differences. Linn County seeks to capitalize on these differences as a major asset to the organization's effectiveness in serving all County residents.

II. SCOPE

This policy is applicable to all regularly scheduled full-time and part-time Linn County employees responsible to the Board of Supervisors; employees responsible to an Elected Official, including the Elected Official and his/her deputies; County Assessor's Office, Public Health and Conservation employees; and temporary, seasonal, or on-call employees.

III. EXCEPTIONS

None

IV. DEFINITIONS

None

V. PROVISIONS

Equal Opportunity

It is the policy of Linn County to provide equal opportunity to all employees, applicants, and program beneficiaries; to provide equal advancement for employees; to provide program and employment facilities which are accessible to people with disabilities; and to administer its programs in a manner which does not discriminate against any person because of race, creed, color, religion, sex, national origin, disability, age, sexual orientation, gender identity, veteran or military status, political affiliation or citizenship.

The Board of Supervisors is ultimately responsible for the overall administration of the Affirmative Action/Equal Opportunity Program. The total integration of equal opportunity into all parts of personnel and program management is the responsibility of the Board of Supervisors. The Board of Supervisors will review all policies and procedures as they affect equal opportunity and affirmative action and ensure compliance with relevant federal and state statutes. The right of appeal and recourse is guaranteed by Linn County. Any person who feels that he/she has been denied employment, participation, representation, or services in any program administered by Linn County because of race, creed, color, religion, sex, national origin, age, disability, sexual orientation, gender identity, veteran or military status, political affiliation or citizenship has the right to file an equal opportunity complaint.

It shall be an unfair or discriminatory practice for the County to discriminate or retaliate against an employee in any of the rights protected against discrimination by the Federal Civil Rights Act of 1964 or the Iowa Civil Rights Act of 1965 because an employee has lawfully opposed any practice forbidden under such laws, obeys the provisions of such laws or has filed a complaint, testifies, or assisted in any proceeding under such laws.

Further, it shall be a prohibited practice according to Chapter 20 of the Public Employment Relations Act of the Iowa Code for a public employer or the employer's designated representative willfully to discharge or discriminate against a public employee because the employee has filed an affidavit, petition or complaint or given any information or testimony under Chapter 20, or because the employee has formed, joined, or chosen to be represented by any employee organization.

The Equal Opportunity Policy of Linn County shall be posted in conspicuous places within the County departments and distributed to all employees, contractors and to the persons of all advisory and policy making groups.

Diversity Statement and Purpose

Linn County Government strives to create a workplace environment where all employees can participate in and contribute fully to the organization's goals and objectives. The Government of Linn County values diversity by encouraging employees to recognize their differences as unique individuals and as members of groups to increase the level of understanding.

Diversity goes beyond race, gender, age, nationality, religion, or disability to encompass many other factors such as socio-economic background, personality, education, sexual orientation, and life experience. Greater diversity in the workplace has the potential to enrich the synergy among the employees, which will contribute to excellence in the organization's performance. Our philosophy is based on the belief that each person's differences bring unique qualities to

the organization. Our goal is to capitalize on these differences as a major asset to the organization's effectiveness in serving all the citizens of Linn County.

Workforce Diversity Reporting

The County has an **Affirmative Action/Equal Opportunity Plan** which analyzes applicant and workforce data for the categories of women, minorities, veterans, and individuals with disabilities on an annual basis. In addition to the reports contained in the AA Plan, a summary **Workforce Diversity Report** will also be compiled on an annual basis after the receipt of the prior year's **Affirmative Action Report**.

This report will support Linn County government's efforts to create a workplace environment where all employees are welcomed and encouraged to contribute fully to the organization's strategic plan and to excel in the workplace. The objectives of compiling the annual **Workforce Diversity Report**, in conjunction with the further detail available in the **Affirmative Action Report**, are to:

- 1) Collect, analyze, and share information that raises awareness about the importance and benefits of workforce diversity;
- 2) Demonstrate Linn County's commitment to providing equal opportunity in hiring and advancement to all applicants and employees;
- 3) Monitor and assess progress made toward ensuring equal opportunity and expanding workforce diversity and its impact on organizational performance; and
- 4) Address the barriers to an equal, equitable, and diverse workplace.

All Linn County department heads and elected officials will complete an annual review of their efforts to recruit, hire, retain, and promote a diverse workforce. They will submit the completed review to the Human Resources ("HR") Department, and will cooperate with the HR Department on all requests for clarification and/or additional information. It is also expected that departments, offices, and boards/commissions will work closely with HR to improve and enhance the diversity of their individual workforces through outreach, selection, retention, and promotion.

1. The HR Department will provide the department/office level **Affirmative Action Report** for each department or office to review and analyze their respective workforce diversity information which will include all **minorities** (as defined by the EEOC ethnicity categories in the AA Report), **women**, **veterans**, and **persons with disabilities**. Note: The EEOC ethnicity categories are Black or African American, Hispanic or Latino, American Indian or Alaska Native, Asian, and Native Hawaiian or Other Pacific Islander.
2. The HR Department will produce and present an annual **Workforce Diversity Report**, based on the previous calendar year, to the Board of Supervisors no later than March 31st of each year that includes, at a minimum, the following:
 - a. The number of Linn County employees who voluntarily identify as members of protected minority groups as outlined above, women, veterans, and persons with disabilities;

- b. The number of positions advertised for by Linn County during the past year;
 - c. The number of people who voluntarily identify as members of protected groups who applied for open Linn County positions during the past year;
 - d. The number of individuals who identify as members of protected groups who were hired during the past year.
 - e. The number of department heads who report directly to the Board of Supervisors who identify as members of protected groups.
 - f. The efforts of Linn County departments to recruit and encourage protected groups to apply for open Linn County positions, and to retain employees who identify as members of protected groups. (In some cases, where there has been no turnover of staff in a given year, department heads and elected officials will still report out on their efforts to retain current workplace diversity.)
3. The HR Department will publish the annual **Workforce Diversity Report** on the County's website.

VI. ENFORCEMENT

Elected officials, department heads, and supervisors have the responsibility to cooperate with the Human Resources Department in the collection and analysis of workforce diversity data and in recruitment and retention of protected groups.

If, in the opinion of the Board of Supervisors, the strict application of this policy in a specific instance does not serve the best interests of Linn County, the Board may waive or modify the provisions of this policy.



BOARD OF SUPERVISORS LINN COUNTY, IOWA

Title: Public Use of Harris Building Gym		Policy Number: RM-015	
Responsible Department: Public Health; Child & Youth Development; Risk Management; Board of Supervisors; Facilities			
Revision No: --	Revision Date: --	Policy Effective Date: 2/1/2023	Expiration Date: Until Repealed
Initial Approval Date: BOS Minutes: 12/19/22;12/21/22		Distribution: Elected Officials, Department Heads, Employee Handbook, Intranet, Public Health, Child & Youth Development, Facilities	

I. PURPOSE & OBJECTIVES

The purpose of this policy is to set the processes and parameters for public group access and the responsible use of the Harris Building Gym after regular workday hours, weekends, or any other appropriate times as shall be determined by the Director of Child & Youth Development in consultation with the Director of Public Health or department designee. Use of the gymnasium space by the public is a privilege that the county supports and encourages when not in official use or in reservation by county departments. The county policy governing processes and parameters for public use of this facility are geared to limit access of the facility to approved groups who meet specified qualifications contained within this policy or as promulgated by Linn County Risk Management Department and/or by the Director of Child & Youth Development. This policy sets forth how rules regarding access and use are determined, who shall be authorized to amend or establish such rules, and restrictions on utilizing Facilities department employees and/or other county staff to effectuate use or maintenance of the gymnasium.

II. SCOPE

This policy applies to all requests for use of the Harris Building gymnasium by individuals or groups outside of official county use or programming.

III. EXCEPTIONS

Limited. Special or extenuating circumstances that warrant a deviation as determined by both the Director of Child & Youth Development and Director of Risk Management. Any as determined by the Board of Supervisors.

IV. PROVISIONS

A. Authorized Departments/Staff to Promulgate Rules and Procedures to Further Carry Out the Policy of Public Access and Use of Harris Building Gymnasium

The Director of Child and Youth Development has primary control and use of the gymnasium during normal hours of business each workday. Because Linn County Child and Youth Development is the primary user of the gymnasium space the Director of Child and Youth Development shall share in the responsibility of carrying out the public access and use policy regarding the gymnasium. Subject matters of legal liability and responsible use of Linn County facilities are issues that must be reviewed by the Department of Risk Management and therefore the Director of Risk Management shall share in the responsibility of carrying out the public access and use policy regarding the gymnasium. The Linn County Public Health Department is a secondary user of the gymnasium space and because outside use could have an impact or effect upon the department's use of the gymnasium or the larger facility, the Director of Linn County Public Health or designee shall be consulted on matters of access and public use of the gymnasium. The Board of Supervisors are responsible for all county facilities, employees, and use of any county assets by the public. The Board of Supervisors may change the overall policy regarding public access and use or make further changes to rules promulgated by designated staff to carry out this policy.

B. Framework for Access and Use of Harris Building Gymnasium

Use of the gymnasium space by the public is a privilege that the county supports and encourages when not in official use or in reservation by county departments, especially that of Child & Youth Development. The county policy governing processes and parameters for public use of this facility are geared to limit access of the facility to approved groups who meet specified qualifications contained within this policy or as promulgated by Linn County Risk Management Department and/or by the Director of Child & Youth Development.

Written request for access and use shall be made to the Director of Child and Youth Development. Approval shall only be given to groups or entities that can demonstrate financial ability to insure the health, safety and welfare for each of the individual participants in any activity to be engaged in while using the gymnasium. Demonstration of financial ability of insurance shall be made to the Director of Risk Management and successful designation of financial ability to insure is only given by the Director of Risk Management. Additionally, liability and/or holding the county harmless must be assumed by the group or entity to the satisfaction of the Director of Risk Management.

Approved groups must have a contact person designated with sufficient information available to reach that person during approved hours of use. The sufficiency of information shall be determined by the Director of Child and Youth Development.

Approved groups shall demonstrate that responsible access and use of the gymnasium can occur without utilizing facilities employees or other county staff. Such determination shall be to the satisfaction of the Director of Child and Youth Development.

Approved groups may also have access to the playground area during their scheduled time of gymnasium use with prior approval from the Director of Child and Youth Development in consultation with Director of Risk Management.

Individuals or non-approved groups must be sponsored by an approved group and obtain approval from the Director of Child & Youth Development after consultation with the Director of Risk Management.

All processes and procedures developed to ensuring that approved groups have access to the gymnasium and to properly secure the gymnasium after use shall be promulgated by Director of Child and Youth Development in consultation with the Director of Risk Management and the Director of Public Health. Key cards or other methods for ensuring responsible access shall be the responsibility of the Director of Child and Youth Development, including the establishment of a reasonable financial deposit system for cleaning or damage beyond normal use. Any funds to be used create or procure key cards or other methods for access shall be approved by the Board of Supervisors if Child & Youth Development funds are not used or the costs to secure key cards or other methods are not borne by the approved group.

All processes and procedures to carry out scheduling for approved groups shall be the responsibility of the Director of Child and Youth Development or designee.

C. Restrictions on Use of Facilities Employees or Other County Staff for Programming or Maintenance During or After Public Use

Approved groups shall demonstrate that responsible access and use of the gymnasium can occur without utilizing facilities employees or other county staff. Linn County facilities staff and other Linn County employees do not have within their job descriptions the ability or requirement to supervise or otherwise be available for any activity for the public use of the gymnasium. If a group cannot demonstrate this definition of responsible access and use without the assistance of facilities employees or other county staff, then it shall not be an approved group as defined in this policy.

V. ENFORCEMENT

The Director of Child and Youth Development along with the Director of Risk Management shall be the primary actors to ensure these policies and other promulgated rules as authorized are enforced.

Additionally, the Board of Supervisors, the Director of Public Health, and Facilities Director have the responsibility to enforce this policy and to enlist the cooperation of employees in accomplishing this objective. If, in the opinion of the Board of Supervisors, the strict application of this policy in a specific instance does not serve the best interests of Linn County, the Board may waive or modify the provisions of this policy.

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING A LAND PRESERVATION PARCEL SPLIT

WHEREAS, a Land Preservation Parcel Split of Johnson Acres Second Addition (Case # JLPS22-0004) to Linn County, Iowa, containing three (3) lots, numbered lot 1, lettered lot A and outlot A, has been filed for approval, a subdivision of real estate located in the SENE of Section 30, Township 86 North, Range 8 West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the NW Corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence N89°51'48"E along the north line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, 756.21 feet to the west line of Johnson Acres First Addition to Linn County, Iowa; thence S37°48'45"E along said west line, 165.55 feet; thence S05°04'00"W along said west line, 716.66 feet; thence S32°14'53"W along said west line, 568.05 feet to the south line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence S89°46'47"W along said south line, 477.23 feet to the SW Corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence N00°36'31 "W along the west line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, 1325.18 feet to the Point of Beginning, containing 22.83 acres which includes 0.71 acres of road right of way.

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

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

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of September 21, 2022, as last amended on October 17, 2022 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

1. Entrance permit required for new entrances and existing unpermitted entrances, Sec.11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. One entrance per parcel is allowed. An additional access may be allowed with justification and permit.
2. Dedication of road rights-of-way, County Standard Specifications, Section 5. Forty feet from the center of the existing right-of-way of W Blue Road.
3. Road agreement for road conditions applicable to Land Preservation Parcel Split cases. County Standard Specifications, Section 1.

IOWA DEPARTMENT OF TRANSPORTATION

1. Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT

1. Existing sewage disposal system must have one of the following completed: If the property ownership is being transferred and does not qualify for one of the DNR exemptions, a Time of Transfer inspection must be performed by a certified septic contractor. The report must be submitted to this department. If the property is not transferring ownership, the septic must be reviewed by certified septic contractor for compliance with Linn County Code of Ordinances Chapter 10, Article VI Private Sewage Disposal Systems.

NATURAL RESOURCES CONSERVATION SERVICE

1. Show approximate location of natural drainage ways and a note restricting building within the natural drainage way should be shown on the final plat. Contact the NRCS office for widths and building restriction requirements.

LINN COUNTY CONSERVATION DEPARTMENT

No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT

No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT – ZONING DIVISION

1. Residential Parcel Split case JPS22-0019 must be recorded prior to concurrent Land Preservation Parcel Split case JLPS22-0004.
2. All side and rear yard setbacks must be met for all structures involved in this proposal.
3. Various revisions to the site plan and final plat.
4. An existing accessory structure was constructed on the parent parcel without building permits or an approved Agricultural Exemption. Cases JLPS22-0004 and JPS22-0019 shall not be recorded until the accessory structure has received the necessary permits or Agricultural Exemption.
5. Prior to approval of the final plat, the owner must sign an "Acceptance of Conditions" form. The "Acceptance of Conditions" form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
6. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
7. Outlot A will require a Land Preservation Parcel Split deed restriction. As a part of the final plat, the lot will be non-buildable until brought into conformance with the Linn County UDC and will require the note: "This parcel may only be developed in accordance with all development regulations in effect at the time development is proposed" on the plat.
8. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.
9. One original and 1 complete copy of the final plat bound documents that must include the following:
 - (i) Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
 - (ii) Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
 - (iii) Surveyor's certificate
 - (iv) Auditor's certificate
 - (v) Resolution of the Planning and Zoning Commission
 - (vi) Resolution of the Board of Supervisors
 - (vii) Resolution of approval or waiver of review by applicable municipalities
 - (viii) Treasurer's certificate
 - (ix) Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the Unified Development Code.
 - (x) Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
 - (xi) Ten original signed plat drawings
 - (xii) A covenant for a secondary road assessment

10. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before **OCTOBER 17, 2023**, as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f), of the Unified Development Code.

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

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by December 21, 2023, to be valid.

Passed and approved this 21st day of December 2022

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Engineer

Brad Ketels, Engineer

State of Iowa)
) SS
County of Linn)

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

___ Aye ___ Nay ___ Abstain ___ Absent

Joel Miller

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

on this _____ day of _____, 2022.

Notary Public State of Iowa

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of Johnson Acres First Addition (Case # JPS22-0019) to Linn County, Iowa, containing two (2) lots, numbered lot 1 and lettered lot A, has been filed for approval, a subdivision of real estate located in the SENE of Section 30, Township 86 North, Range 8 West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the NE Corner of said SE ¼ NE ¼; thence S00°47'25"E along the east line of said SE¼ NE¼, 1323.26 feet to the E ¼ Corner of said Section 30; thence S89°46'30"W along the south line of said SE¼ NE¼, 857.56 feet; thence N32°14'53"E, 568.05 feet; thence N05°04'00"E, 716.66 feet; thence N37°48'45"W, 165.55 feet to the north line of said SE¼ NE¼; thence N89°51'48"E along said north line, 575.01 feet to the Point of Beginning, containing 17. 70 acres which includes 0. 51 acres of road right of way.

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

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

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of September 21, 2022 as last amended on October 17, 2022 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

1. Dedication of road rights-of-way, County Standard Specifications, Section 5. Fort feet from the center of the existing right-of-way of W Blue Road.
2. Road agreement for conditions applicable to Parcel Split cases. County Standard Specifications, Section 1.

IOWA DEPARTMENT OF TRANSPORTATION

1. Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT

1. Existing sewage disposal system must be abandoned, and the tank needs to be pumped out by a Certified Pumper.

NATURAL RESOURCES CONSERVATION SERVICE

1. Show approximate location of natural drainage ways and a note restricting building within the natural drainage way should be shown on the final plat. Contact the NRCS office for widths and building restriction requirements.

LINN COUNTY CONSERVATION DEPARTMENT

No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT

No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT – ZONING DIVISION

1. Residential Parcel Split case JPS22-0019 must be recorded prior to concurrent Land Preservation Parcel Split case JLPS22-0004.

Linn County Board of Supervisors

Resolution # _____

JPS22-0019

December 21, 2022

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2. All side and rear yard setbacks must be met for all structures involved in this proposal.
3. Various revisions to the site plan and final plat.
4. Prior to approval of the final plat, the owner must sign an "Acceptance of Conditions" form. The "Acceptance of Conditions" form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
5. An existing accessory structure was constructed on the parent parcel without building permits or an approved Agricultural Exemption. Cases JLPS22-0004 and JPS22-0019 shall not be recorded until the accessory structure has received the necessary permits or Agricultural Exemption.
6. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
7. The remaining land of the parent parcel will result in a parcel of less than 35 acres and has been included in a concurrent Land Preservation Parcel Split (case# JLPS22-0004). If case JLPS22-0004 is withdrawn or expires prior to recording, the remaining acres must be included as a part of the final plat for case JPS22-0019.
8. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.
9. One original and one complete copy of the final plat bound documents that must include the following:
 - (i) Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
 - (ii) Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
 - (iii) Surveyor's certificate
 - (iv) Auditor's certificate
 - (v) Resolution of the Planning and Zoning Commission
 - (vi) Resolution of the Board of Supervisors
 - (vii) Resolution of approval or waiver of review by applicable municipalities
 - (viii) Treasurer's certificate
 - (ix) Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the Unified Development Code.
 - (x) Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
 - (xi) Ten original signed plat drawings
 - (xii) A covenant for a secondary road assessment
10. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before **OCTOBER 17, 2023**, as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f), of the Unified Development Code.

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

Linn County Board of Supervisors

Resolution # _____

JPS22-0019

December 21, 2022

Page 3 of 4

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by **December 21, 2023**, to be valid.

Passed and approved this 21st day of DECEMBER 2022.

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Board of Supervisors

Resolution # _____

JPS22-0019

December 21, 2022

Page 4 of 4

Linn County Engineer

Brad Ketels, Engineer

State of Iowa)
) SS
County of Linn)

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

___ Aye ___ Nay ___ Abstain ___ Absent

Joel Miller

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

on this _____ day of _____, 2022.

Notary Public State of Iowa

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING RESIDENTIAL PARCEL SPLIT

WHEREAS a Residential Parcel Split of Knight Farm First Addition (Case # JPS22-0015) to Linn County, Iowa, containing three (3) lots, numbered lot 1, lettered lot A and outlot A, has been filed for approval, a subdivision of real estate located in the SWSW of Section 3, Township 86 North, Range 8 West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the SW Corner of said Section 3; thence N01°00'17"W along the west line of said SW¼ SW¼, 1319.90 feet to the NW Corner of said SW ¼SW¼; thence N89°15'55"E along the north line of said SW¼ SW¼, 1307.74 feet to the NE Corner of said SW ¼SW¼; thence S00°17'57"E along the east line of said SW¼ SW¼, 1319.85 feet to the SE Corner of said SW¼ SW¼; thence S89°15'43"W along the south line of said SW¼ SW¼, 1291.49 feet to the Point of Beginning, containing 39.38 acres which includes 3.46 acres of road right of way.

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

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

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of August 17, 2022 as last amended on September 19, 2022 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

1. Dedication of road rights-of-way, County Standard Specifications, Section 5. 50' from the center of Walker Road and then tapering to 65' from centerline as shown on Final Plat.
2. Road agreement for trees, fence within County right-of-way and conditions applicable to parcel split cases. County Standard Specifications, Section 1.

IOWA DEPARTMENT OF TRANSPORTATION

1. Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT

1. Existing sewage disposal system must have one of the following completed: If the property ownership is being transferred and does not qualify for one of the DNR exemptions, a Time of Transfer inspection must be performed by a certified septic contractor. The report must be submitted to this department. If the property is not transferring ownership, the septic must be reviewed by certified septic contractor for compliance with Linn County Code of Ordinances Chapter 10, Article VI Private Sewage Disposal Systems.
2. Existing house must be reviewed by Linn County Public Health for compliance with Linn County Code of Ordinances Chapter 105, Article VI Property Maintenance Regulations. If applicable, correction of certain deficiencies may require permits, inspections, and final approval from the Building Division of Linn County Planning & Development.

NATURAL RESOURCES CONSERVATION SERVICE

1. Show approximate location of natural drainage ways and a note restricting building within the natural drainage way should be shown on the final plat. Contact the NRCS office for widths and building restriction requirements.
2. Land disturbance greater than 1 acre in size, not associated with agricultural crop production, will require a NPDES permit granted by the Iowa Department of Natural Resources.

LINN COUNTY CONSERVATION DEPARTMENT

No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT

No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT – ZONING DIVISION

1. All side and rear yard setbacks must be met for all structures involved in this proposal.
2. Various revisions to the site plan and final plat.
3. Prior to approval of the final plat, the owner must sign an "Acceptance of Conditions" form. The "Acceptance of Conditions" form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
4. This plat lies within the 2-mile jurisdiction of the City of Walker. As per Chapter 354 of the Code of Iowa, a certified resolution by any municipality that has authority to review the plat to either approve the plat or waive its right to review must be provided.
5. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
6. The remaining land of the parent parcel will result in a parcel of less than 35 acres. The lot will be non-buildable until brought into conformance with the Linn County UDC and will require the note: "This parcel may only be developed in accordance with all development regulations in effect at the time development is proposed" on the plat.
7. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.
8. One original and one complete copy of the final plat bound documents that must include the following:
 - (i) Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
 - (ii) Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
 - (iii) Surveyor's certificate
 - (iv) Auditor's certificate
 - (v) Resolution of the Planning and Zoning Commission
 - (vi) Resolution of the Board of Supervisors
 - (vii) Resolution of approval or waiver of review by applicable municipalities
 - (viii) Treasurer's certificate
 - (ix) Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the Unified Development Code.
 - (x) Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
 - (xi) Ten original signed plat drawings
 - (xii) A covenant for a secondary road assessment

Linn County Board of Supervisors

Resolution # _____

JPS22-0015

December 21, 2022

Page 3 of 4

9. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before **SEPTEMBER 19, 2023**, as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f), of the Unified Development Code.

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

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by **December 21, 2023**, to be valid.

Passed and approved this 21st day of December 2022

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Board of Supervisors

Resolution # _____

JPS22-0015

December 21, 2022

Page 4 of 4

Linn County Engineer

Brad Ketels, Engineer

State of Iowa)
) SS
County of Linn)

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

___ Aye ___ Nay ___ Abstain ___ Absent

Joel Miller

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

on this _____ day of _____, 2022.

Notary Public State of Iowa

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING A LAND PRESERVATION PARCEL SPLIT

WHEREAS, a Land Preservation Parcel Split of Linn Acres First Addition (Case #JLPS22-0005) to Linn County, Iowa, containing three (3) lots, numbered Lot 1, lettered Lot A and Outlot A, has been filed for approval, a subdivision of real estate located in the NWSE of Section 29, Township 85 North, Range 5 West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the NE Corner of said NW ¼ SE ¼; thence S00°34'49"E along the east line of said NW¼ SE¼ and along the east line of said SW ¼SE¼, 2650.09 feet to the SE Corner of said SW¼ SE¼; thence S88°57'47"W along the south line of said SW¼ SE ¼, 991.41 feet; thence N00°43'00"W, 2648.98 feet to the north line of said NW¼ SE¼; thence N88°56'05"E along said north line, 997.72 feet to the Point of Beginning, containing 60.49 acres which includes 0.41 acres of road right of way.

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

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

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of October 19, 2022 as last amended on November 21, 2022 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

1. Entrance permit required for new entrances and existing unpermitted entrances, Sec.11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. One entrance per parcel is allowed. An additional access may be allowed with justification and permit.
2. Dedication of road rights-of-way, County Standard Specifications, Section 5. Forty feet from the center of the existing right-of-way of Wendy Oaks Road.
3. Road agreement for road improvement trees / brush, decorative stone within County right-of-way and conditions applicable to Land Preservation Parcel Split cases. County Standard Specifications, Section 1.

IOWA DEPARTMENT OF TRANSPORTATION

1. Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT

No conditions to be met.

NATURAL RESOURCES CONSERVATION SERVICE

No conditions to be met.

LINN COUNTY CONSERVATION DEPARTMENT

No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT

No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT – ZONING DIVISION

1. All side and rear yard setbacks must be met for all structures involved in this proposal.
2. Various revisions to the site plan and final plat.
3. Prior to approval of the final plat, the owner must sign an “Acceptance of Conditions” form. The “Acceptance of Conditions” form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
4. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
5. Outlot A will require a Land Preservation Parcel Split deed restriction. As a part of the final plat, the lot will be non-buildable until brought into conformance with the Linn County UDC and will require the note: “This parcel may only be developed in accordance with all development regulations in effect at the time development is proposed” on the plat.
6. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor’s office prior to approval of the final plat.
7. One original and 1 complete copy of the final plat bound documents that must include the following:
 - (i) Owner’s certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
 - (ii) Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
 - (iii) Surveyor’s certificate
 - (iv) Auditor’s certificate
 - (v) Resolution of the Planning and Zoning Commission
 - (vi) Resolution of the Board of Supervisors
 - (vii) Resolution of approval or waiver of review by applicable municipalities
 - (viii) Treasurer’s certificate
 - (ix) Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the Unified Development Code.
 - (x) Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
 - (xi) Ten original signed plat drawings
 - (xii) A covenant for a secondary road assessment
8. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before **NOVEMBER 21, 2023**, as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f), of the Unified Development Code.

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

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by **December 21, 2023**, to be valid.

Passed and approved this 21st day of December 2022

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Engineer

Brad Ketels, Engineer

Linn County Board of Supervisors
December 21, 2022
Resolution # _____
JLPS22-0005
Page 4 of 4

State of Iowa)
) SS
County of Linn)

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

___ Aye ___ Nay ___ Abstain ___ Absent

Joel Miller

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

on this _____ day of _____, 2022.

Notary Public State of Iowa

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING A FINAL PLAT

WHEREAS, a final plat of M & A Carson Subdivision (Case #JF22-0026) to Linn County, Iowa, containing two (2) lots, lettered Outlot A and Outlot B, has been filed for approval, a subdivision of real estate located in the SWSW of Section 19, Township 86 North, Range 8 West of the 5th P.M., Linn County, Iowa, described as follows:

BEGINNING at the Southwest Corner of Section 19, T86N, R8W of the Fifth Principal Meridian, Linn County, Iowa; THENCE along the Westerly Line of the SW 1/4 of said Section 19, North 00° 52' 49" East, 1320.50 feet, to the Northerly Line of the SW 1/4 of the SW 1/4 of said Section 19; THENCE along said Northerly Line, North 89° 52' 29" East, 1317.25 feet to the Easterly Line of the SW 1/4 of the SW 1/4 of said Section 19; THENCE along said Easterly Line, South 00° 19' 18" East, 1344.15 feet, to the Southerly Line of the SW 1/4 of the SW 1/4 of said Section 19; THENCE along said Southerly Line, North 89° 06' 33" West, 1345.24 feet to the POINT OF BEGINNING; The Westerly Line of the SW 1/4 of Section 19, T86N, R8W of the Fifth Principal Meridian, Linn County, Iowa, is assumed to bear North 00° 52' 49" East.

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

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

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of September 21, 2022 as last amended on October 17, 2022 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

1. Entrance permit required for new entrances and existing unpermitted entrances, Sec.11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. One entrance per parcel is allowed. An additional access may be allowed with justification and permit.
2. Road agreement for conditions applicable to Final Plat cases. County Standard Specifications, Section 1.

IOWA DEPARTMENT OF TRANSPORTATION

1. Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT

No conditions to be met.

NATURAL RESOURCES CONSERVATION SERVICE

No conditions to be met.

LINN COUNTY CONSERVATION DEPARTMENT

No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT

No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT - ZONING DIVISION

1. Various revisions to the site plan and final plat.
2. Access Easements/Agreements shall be shown on the Final Plat or submitted for recording with the Bound Documents for proposed Outlot A & Outlot B.
3. Prior to approval of the final plat, the owner must sign an "Acceptance of Conditions" form. The "Acceptance of Conditions" form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
4. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
5. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.
6. The final plat bound documents must be approved by the Linn County Board of Supervisors on or before **OCTOBER 17, 2023**, as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f) of the UDC.
7. One original and one complete copy of the final plat bound documents that must include the following:
 - i. Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
 - ii. Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
 - iii. Surveyor's certificate
 - iv. Auditor's certificate
 - v. Resolution of the Planning and Zoning Commission
 - vi. Resolution of the Board of Supervisors
 - vii. Resolution of approval or waiver of review by applicable municipalities
 - viii. Treasurer's certificate
 - i. Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the UDC.
 - ii. Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
 - iii. Ten original signed plat drawings
 - iv. A covenant for a secondary road assessment

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

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by **December 21, 2023**, to be valid.

Passed and approved this 21st day of December 2022

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Engineer

Brad Ketels, Engineer

State of Iowa)
) SS
County of Linn)

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

___ Aye ___ Nay ___ Abstain ___ Absent

Joel Miller

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

on this _____ day of _____, 2022.

Notary Public State of Iowa

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION #: _____

**ZONING APPLICATION FEE SCHEDULE FOR
LINN COUNTY PLANNING AND DEVELOPMENT**

WHEREAS, Chapter 107 of the Linn County Ordinances, Unified Development Code (UDC), became effective on January 1, 2006; and

WHEREAS, Article II Sec. 107-27 of the UDC affirms that the Board of Supervisors shall, from time to time, establish by resolution fees for permitting various activities related to land use; and

WHEREAS, the Linn County Department of Planning and Development is proposing a new zoning application fee schedule, to be effective on January 1, 2023; and

WHEREAS, the proposed zoning application fee schedule has been examined by the Linn County Board of Supervisors at a public meeting on December 19, 2022; and

WHEREAS, any previous zoning application fee schedule shall be repealed on the effective date of the new fee schedule.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Linn County, Iowa that the following application fee schedule as shown on Attachment A, be adopted on the aforementioned effective date.

Passed this 21st day of December, 2022.

Linn County Board of Supervisors

Chair

Vice-Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

State of Iowa)
) SS
County of Linn)

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

___ Aye ___ Nay ___ Abstain ___ Absent

Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, _____,
on this 21st day of December, 2022.

Notary Public State of Iowa

Attachment A

Type of Application	Fee (\$)
Amendments to Text	\$400
Cabin Area Expansion	\$275
Conditional Home Occupation	\$275
Conditional Home Occupation – 5-Year Renewal	½ Conditional Use fee
Conditional Use Permit (All Uses Except Otherwise Listed)	\$275
Conditional Use Permit (Extraction)	\$1,500
Conditional Use Permit (Waste Disposal – Recycling Facility, Transfer Station)	\$1,500
Conditional Use Permit – Floodplain	\$275
Conditional Use Permit Insignificant Modification	\$25
Conditional Use Permit Minor Modification	½ Conditional Use fee
Floodplain Permit (Except Conditional Use Permit or Variance)	\$120
Floodplain Permit – Variance	\$350
General Appeal	\$150
Rezoning/Map Amendment (All Districts Except EU-1)	\$375
Rezoning/Map Amendment (EU-1 District)	\$1,500
Rezoning/Map Amendment (RE Overlay District) 200 acres or less	\$5,000
Rezoning/Map Amendment (RE Overlay District) greater than 200 acres	\$2,500 per 100 acres of project area rounded to nearest 100 acres
Site Plan – Major	\$200
Site Plan – Minor (Including Zoning Verification & Site Plan Review - Zoning Permit)	\$25
Special Exception	\$200
Subdivision – Major (Including Cluster/Conservation Subdivision and Rural Village Extension Development)	\$275 + \$15/Lot
Preliminary Plat	
Final Plat (4 – 9 Lots)	
Final Plat (10 – 19 Lots)	
Final Plat (20 or More Lots)	
Subdivision – Minor (Including Residential Parcel Split, Land Preservation Parcel Split & Minor Boundary Change)	\$225
Temporary Use – Expedited	\$500
Temporary Use - Standard	\$100
Variance	\$200
Vacation of Platted Easement/Subdivision Plat	\$225

(This Notice to be Posted)

NOTICE AND CALL OF MEETING

Governmental Body: Board of Supervisors
Linn County, Iowa

Date of Meeting: December 21, 2022

Time of Meeting: 11:00 a.m.

Place of Meeting: Board of Supervisors Meeting Room
Jean Oxley Public Service Center
935 Second Street SW
Cedar Rapids, IA 52404

PUBLIC NOTICE IS HEREBY GIVEN that the above-mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for said meeting is as follows:

1. Resolution authorizing the issuance of up to \$6,150,000 in aggregate principal amount of the Linn County, Iowa, Revenue Bonds (The Young Men's Christian Association of the Cedar Rapids Metropolitan Area Project) Series 2022, with the proceeds from the sale of the bonds to be loaned to The Young Men's Christian Association of the Cedar Rapids Metropolitan Area, an Iowa nonprofit corporation; the execution and delivery of a Bond Purchase Agreement and Assignment to secure said Bonds; the execution and delivery of a Loan Agreement between the County and The Young Men's Christian Association of the Cedar Rapids Metropolitan Area; the Assignment by the County to the Original Purchaser of the rights and interest of the County in and to said Loan Agreement; the sale of said Bonds; the reporting of the designation of the Bonds as Qualified Tax-Exempt Obligations within the meaning of Section 265(b) of the Internal Revenue Code of 1986; and related matters.

2. Such additional matters as are set forth on the additional _____ page(s) attached hereto (attach copy of agenda).

This Notice is given at the direction of the Chairperson pursuant to Chapter 21, Iowa Code, as amended, and the local rules of said governmental body.

JOEL D. MILLER, Linn County Auditor
and Clerk to the Board
of Supervisors

Cedar Rapids, Iowa
December 21, 2022

The Board of Supervisors of Linn County, Iowa, met on the above date in the Board Room, Jean Oxley Public Service Center, 935 Second Street SW, Cedar Rapids, IA 52404, at 11:00 a.m. in open regular session, pursuant to law and the local rules of the Council.

The meeting was called to order by Ben Rogers, Chairperson, presiding, and on roll call the following Council members were present or absent as follows:

NAME	PRESENT	ABSENT
STACEY WALKER	_____	_____
BEN ROGERS	_____	_____
LOUIS ZUMBACH	_____	_____

Matters were discussed relative to final authorization and issuance of the County's Revenue Bonds (The Young Men's Christian Association of the Cedar Rapids Metropolitan Area Project) Series 2022 in an amount not to exceed \$6,150,000. Following a discussion of the Bond issue, Board Member _____ introduced a resolution entitled:

RESOLUTION AUTHORIZING THE ISSUANCE OF UP TO \$6,150,000 IN AGGREGATE PRINCIPAL AMOUNT OF LINN COUNTY, IOWA, REVENUE BONDS (THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE CEDAR RAPIDS METROPOLITAN AREA PROJECT) SERIES 2022, WITH THE PROCEEDS FROM THE SALE OF THE BONDS TO BE LOANED TO THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE CEDAR RAPIDS METROPOLITAN AREA, AN IOWA NONPROFIT CORPORATION; THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AND ASSIGNMENT TO SECURE SAID BONDS; THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BETWEEN THE COUNTY AND THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE CEDAR RAPIDS METROPOLITAN AREA; THE ASSIGNMENT BY THE COUNTY TO THE ORIGINAL PURCHASER OF THE RIGHTS AND INTEREST OF THE COUNTY IN AND TO SAID LOAN AGREEMENT; THE SALE OF SAID BONDS; THE REPORTING OF THE DESIGNATION OF THE BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS WITHIN THE MEANING OF SECTION 265(b) OF THE INTERNAL REVENUE CODE OF 1986; AND RELATED MATTERS

hereto attached, and moved its adoption. Board Member _____ seconded the motion to adopt. After due consideration, the roll call was called and the resolution was adopted by the following vote:

NAME	PRESENT	ABSENT
------	---------	--------

STACEY WALKER
BEN ROGERS
LOUIS ZUMBACH

Thereafter, the Chairperson declared the resolution adopted and approval was signed thereto.

Additional matters were taken before the Board of Supervisors.

Upon motion and vote, the meeting was adjourned.

LINN COUNTY, IOWA

(Seal)

BEN ROGERS, Chairperson

ATTEST:

JOEL D. MILLER, Linn County Auditor
and Clerk to the Board
of Supervisors

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE OF UP TO \$6,150,000 REVENUE BONDS (THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE CEDAR RAPIDS METROPOLITAN AREA PROJECT) SERIES 2022, WITH THE PROCEEDS FROM THE SALE OF THE BONDS TO BE LOANED TO THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE CEDAR RAPIDS METROPOLITAN AREA, AN IOWA NONPROFIT CORPORATION; THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AND ASSIGNMENT TO SECURE SAID BONDS; THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BETWEEN THE COUNTY AND THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE CEDAR RAPIDS METROPOLITAN AREA; THE ASSIGNMENT BY THE COUNTY TO THE ORIGINAL PURCHASER OF THE RIGHTS AND INTEREST OF THE COUNTY IN AND TO SAID LOAN AGREEMENT; THE SALE OF SAID BONDS; THE REPORTING OF THE DESIGNATION OF THE BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS WITHIN THE MEANING OF SECTION 265(b) OF THE INTERNAL REVENUE CODE OF 1986; AND RELATED MATTERS.

WHEREAS, Linn County, Iowa, (hereinafter "Issuer") organized and existing under the Constitution and laws of the State of Iowa, is authorized and empowered by Chapter 419 of the Code of Iowa (hereinafter "Act") to issue revenue bonds and loan the proceeds from the sale of said bonds to one or more parties to be used to defray all or a portion of the cost of acquiring, constructing, improving, and equipping land, buildings and improvements for a "Project," as that term is defined in the Act specifically including a Project which is suitable for use as a facility for an organization described in section 501(c)(3) of the Internal Revenue Code which is exempt from tax under section 501(a) of the Internal Revenue Code (a "Tax Exempt Organization") within or within eight miles of the or near Issuer in order to create jobs and employment opportunities and to improve the welfare of the residents of the Issuer and of the State of Iowa; and

WHEREAS, the Issuer has been requested by The Young Men's Christian Association of the Cedar Rapids Metropolitan Area, a Tax Exempt Organization organized under Chapter 504 of the laws of Iowa (hereinafter "Borrower"), to authorize and issue its Revenue Bonds, Series 2022 (The Young Men's Christian Association of the Cedar Rapids Metropolitan Area Project), of the Issuer in an aggregate principal amount not to exceed \$6,150,000 (the "Bonds") pursuant to the provisions of the Act for the purposes set forth on Exhibit "1" attached hereto (hereinafter "Project") which Project is owned and operated by Borrower; and

WHEREAS, said Project will provide and induce public benefits flowing from the conduct of enhanced operations which will add to the welfare and prosperity of the Issuer, the area and inhabitants thereof; and

WHEREAS, the Issuer has made the necessary arrangements with The Young Men's Christian Association of the Cedar Rapids Metropolitan Area (the "Borrower"), an Iowa nonprofit corporation and a Tax Exempt Organization, for the refinancing of the acquisition by construction or purchase of the Project within eight miles of the corporate boundaries of the Issuer; and

WHEREAS, it is necessary and advisable that provisions be made for the issuance of the Bonds as authorized and permitted by the Act to refinance the cost of the Project to that amount; and

WHEREAS, the Issuer will loan the proceeds of the Bonds to the Borrower pursuant to the provisions of the Loan Agreement dated as of December 1, 2022, (the “Loan Agreement”) between the Issuer and the Borrower the obligation of which will be sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds as and when the same shall be due and payable; and

WHEREAS, the Bonds will be sold pursuant to and secured as provided by a Bond Purchase Agreement and Assignment to be dated as of December 1, 2022, (the “Bond Purchase Agreement”) by and between the Issuer and Farmers State Bank (the “Original Purchaser”); and

WHEREAS, the rights of the Issuer in and to the Loan Agreement are assigned to the Original Purchaser under the Bond Purchase Agreement; and

WHEREAS, notice of intention to issue the Bonds has been published and the Board of Supervisors has conducted a public hearing pursuant to such published notice, all as required by the Act and Section 147(f) of the Internal Revenue Code of 1986, and has determined that it is necessary and advisable to proceed with the financing of the Project; and

WHEREAS, the Borrower has arranged for the sale of the Bonds to the Original Purchaser;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Issuer, as follows:

Section 1. Authorization of the Bonds. In order to finance the cost of the Project, the Bonds shall be and the same are hereby authorized, determined and ordered to be issued in an aggregate principal amount not to exceed \$6,150,000. The Bonds shall initially be issued as a single fully registered Bond, numbered R-1, and shall be dated as of the date of issuance and delivery thereof and shall be executed, shall be in such form, shall be payable, shall have such prepayment provisions, shall bear interest at such rates, and shall be subject to such other terms and conditions as are set forth therein and in the Bond Purchase Agreement and Loan Agreement. The Bonds and the interest thereon do not and shall never constitute an indebtedness of Issuer within the meaning of any state constitutional provision or statutory limitation and shall not give rise to pecuniary liability of the Issuer or a charge against the general credit or taxing power of the Issuer, but are limited obligations of the Issuer payable solely from revenues and other amounts derived from the Loan Agreement and the Project and shall be secured by an assignment of the Loan Agreement and the Project and the revenues derived therefrom. Forms of the Bond Purchase Agreement, the Bond and the Loan Agreement are before the Board at this meeting and are by this reference incorporated in this Bond Resolution, and the Deputy Auditor is hereby directed to insert them into the minutes of the Board and to keep them on file.

Section 2. Bond Purchase Agreement; Sale of the Bonds. In order to provide for the sale of the Bonds to the Original Purchaser and the conditions with respect to the delivery thereof, the Chairperson and County Auditor or Deputy Auditor shall execute, acknowledge and deliver in the name and on behalf of the Issuer, the Bond Purchase Agreement in substantially the form submitted to the Board, which is hereby approved in all respects. The sale of the Bonds to the Original Purchaser is hereby approved and the Chairperson and County Auditor or Deputy Auditor are hereby authorized and directed to deliver the Bonds to the Original Purchaser. The periodic advancing by the Original Purchaser of funds on behalf of the Issuer from time to time at the office of the Original Purchaser shall constitute payment in full for the Bonds pursuant to Section 5.03 of the Bond Purchase Agreement. The Original Purchaser shall be authorized as the Issuer’s depository and agent to make such advances pursuant to the

Bond Purchase Agreement to effect the making of the loan of the proceeds of sale of the Bonds to the Borrower pursuant to Section 5.03 of the Bond Purchase Agreement.

Section 3. Repayment of Loan. The Loan Agreement requires the Borrower in each year to pay amounts as loan payments sufficient to pay the principal of, redemption premium, if any, and interest on the Bond when and as due and the payment of such amounts by the Borrower to the Original Purchaser pursuant to the Loan Agreement is hereby authorized, approved and confirmed.

Section 4. Loan Agreement. In order to provide for the loan of the proceeds of the Bonds for the Project and the payment by the Borrower of an amount sufficient to pay the principal of and premium, if any, and interest on the Bonds, the Chairperson and County Auditor or Deputy Auditor shall execute, and deliver in the name and on behalf of the Issuer the Loan Agreement in substantially the form submitted to the Board, which is hereby approved all respects.

Section 5. Qualified Tax Exemption Obligation Designation. Pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended, the Issuer hereby designates the Bonds in the amount of \$6,150,000 as qualified tax-exempt obligations as defined in said Section 265(b) and the appropriate officers of the Issuer are hereby directed to file or cause to be filed an appropriate statement relating to such designation with the Internal Revenue Service. The Issuer also confirms that it has not, and will not, in calendar year 2022, designate more than \$10,000,000 of bonds as qualified tax exempt obligations as defined in Section 265(b) of the Internal Revenue Code.

Section 6. Miscellaneous. The Chairperson, Vice Chairperson, County Auditor and any Deputy County Auditor are hereby authorized and directed to execute, attest, seal and deliver any and all documents and do any and all things deemed necessary to effect the issuance and sale of the Bonds and the execution and delivery of the Loan Agreement and the Bond Purchase Agreement, and to carry out the intent and purposes of this resolution, including the preamble hereto.

Section 7. Severability. The provisions of this resolution are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions.

Section 8. Repealer. All resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 9. Effective Date. This resolution shall become effective immediately upon adoption.

Passed and approved this _____ day of December, 2022.

LINN COUNTY, IOWA

(Seal)

BEN ROGERS, Chairperson

ATTEST:

JOEL D. MILLER, Linn County Auditor
and Clerk to the Board of Supervisors

EXHIBIT “1”

(THE YOUNG MEN’S CHRISTIAN ASSOCIATION OF THE CEDAR RAPIDS METROPOLITAN AREA PROJECT)

2022 PROJECT DESCRIPTION

Refinancing a portion of the cost of constructing and equipping a new wellness center located at 3740 Irish Drive, Marion, Iowa, and paying costs incidental to the bond financing, including the costs of issuance of the Bonds. The center is a 75,000 square foot facility with an aquatic center, gymnasiums, hardball courts, indoor track and recreation center.

DEPUTY COUNTY AUDITOR'S CERTIFICATE

I, REBECCA SHOOP, do hereby certify that I am the duly appointed, qualified and acting Deputy County Auditor, Linn County, State of Iowa; that as such I have in my possession, or have access to, the complete corporate records of said County and of its Board and officers; that I have carefully compared the transcript hereto attached with the aforesaid corporate records; and that said transcript hereto attached is a true, correct and complete copy of all the corporate records showing the action taken by the Board of said County at a meeting open to the public on December 21, 2022, for the purpose of considering a Resolution authorizing the issuance of up to \$6,150,000 in aggregate principal amount of Revenue Bonds (The Young Men's Christian Association of the Cedar Rapids Metropolitan Area Project) Series 2022, of Linn County, Iowa; the execution and delivery of a Bond Purchase Agreement and Assignment to secure said Bonds; the execution and delivery of a Loan Agreement between the County and The Young Men's Christian Association of the Cedar Rapids Metropolitan Area; the Assignment by the County to the Original Purchaser of the rights and interest of the County in and to said Loan Agreement; the sale of said Bonds; the designation of the Bonds as Qualified Tax-Exempt Obligations within the meaning of Section 265(b) of the Internal Revenue Code of 1986, and related matters; that said proceedings remain in full force and effect and have not been amended or rescinded in any way; that said meeting and all action thereat was duly and publicly held, with members of the public in attendance, in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Council and the provisions of Chapter 21, Iowa Code, and upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by said law.

Witness my hand and the Corporate Seal of said County hereto affixed this ____ day of December, 2022.

(Seal)

REBECCA SHOOP, Deputy County Auditor

STATE OF IOWA)
) ss:
COUNTY OF LINN)

Subscribed and sworn to before me this day, the date last above written.

Notary Public in and for the State of Iowa

Contract 038039Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHERER-C057(155)--58-57
Lighting
LINN COUNTY ENGINEER

PAGE 1

Voucher No. 2DATE LAST VOUCHER 06-27-22
MO. DAY YR.THIS VOUCHER - -
MO. DAY YR.*Final Voucher*

DAYS WORKED			RET. %	Contractor No. 72012 K & W ELECTRIC, INC. CEDAR FALLS, IA	ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.	RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING
TO DATE	LAST VOUCH.	AUTH.											
	1.0	10.0	3.000										
	ITEM DESCRIPTION												
0010	1.000	1.000	Each	492	Lighting Pole	Compl. Last Voucher			000	1000	000	000	000
					TOTAL TO DATE								
0020	250.000	250.000	Lump Sum	401	Traffic Control	Compl. Last Voucher			000	250000	000	000	000
					TOTAL TO DATE								
0030	2.000	2.000	Each	401	Flagger	Compl. Last Voucher			000	000	000	000	000
					TOTAL TO DATE								
0040	250.000	250.000	Lump Sum	401	Mobilization	Compl. Last Voucher			000	250000	000	000	000
					TOTAL TO DATE								
0050	1.000	1.000	Each	441	('EACH' ITEM)	Compl. Last Voucher			000	1000	000	000	000
					TOTAL TO DATE								
0060	200.000	200.000	Lump Sum	441	('LUMP SUM' ITEM)	Compl. Last Voucher			000	200000	000	000	000
					TOTAL TO DATE								
8999	1.000	1.000	Lump Sum	401	Stockpiled Materials	Compl. Last Voucher			000	1000	000	000	000
					TOTAL TO DATE								
					Compl. Last Voucher								
					TOTAL TO DATE								
					Compl. Last Voucher								
					TOTAL TO DATE								

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

1. DATE PROJECT ENGINEER CERTIFICATION

2. DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
☐ IDOT is not involved in this Farm to Market project.3. DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
☐ Project records reviewed. ☐ Project records not reviewed. Recommend payment based on the project engineers certification.
Project approved for payment.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

I, _____ the _____
for _____ (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

DATE SIGNED CLAIMANT (CONTRACTOR)

CERTIFICATION FOR HOURS AND LABOR APPLIES ONLY TO FEDERAL PARTICIPATING PROJECT.

\$181.50

LOCAL MATCH RESOLUTION # _____
FOR THE
HAZARD MITIGATION ASSISTANCE PROGRAM

WHEREAS, Linn County, Iowa (hereinafter called "the Subrecipient"), County of
(*jurisdiction*)

Linn, has made application through the Iowa Department Homeland Security and Emergency
Management (HSEMD) to the Federal Emergency Management Agency (FEMA) for funding from the
Hazard Mitigation Assistance Program, in the amount of \$40,500 for the total project cost,
and

WHEREAS, the Subrecipient recognizes the fact that this grant is based on a cost share basis with the federal share
not exceeding 75%, the state share not exceeding 10%, and the local share being a **minimum** of 15% of the total
project cost. The **minimum** 15% local share can be either cash or in-kind match.

and

THEREFORE, the Subrecipient agrees to provide and make available up to \$6,075
(Six thousand seventy-five dollars) of local monies to be used to meet the
minimum local match requirement for this mitigation grant application.

The resolution was passed and approved this 21st day of December, 2022.

Signatures of Board Members:

Board Member

Ben Rogers
Board Member

Board Member

Stacey Walker
Board Member

Board Member

Louis J. Zumbach
Board Member

I submit this form for inclusion with the Hazard Mitigation Assistance Project Application.

Print Name of Authorized Representative

Authorized Representative's Signature and Date



Zoning Division

Minor Boundary Change Application

Page 1 of 2

Owner Information:		Applicant Information:	
Owner	Linn County, IA	Applicant	
Address	935 2nd St SW	Address	
	Cedar Rapids, IA 52404		
Phone	319-892-5000	Phone	
Surveying Co: Snyder & Assoc.		E-Mail	twforinash@snyder-associates.com
Engineer: Tim Forinash		Phone	319-362-9394 x2336
Property Information:			
Property Address or Address Range (block)		622 Dows Rd	
Brief legal(s) (Sec./Twp./Range)		P.O.S. #2474 AMENDED PARCEL A	
GPN(s)		15-20-151-004-00000	
Rural Land Use Map Designation		MUSA	
Current Zoning	PUD-USR	Total Acres	7.58
Submittal Requirements: See page 2 of this application			
The undersigned is/are the owner(s) of the described property on this application, located in the unincorporated area of Linn County, Iowa, assuring that the information provided herein is true and correct. I hereby give my consent for the office of Linn County Planning and Development to conduct a site visit and photograph the subject property.			
Owner		Applicant	
Date		Date	
Case #		Date Received	
Receipt#			

Minor Boundary Change Application Requirements

C. An application for a minor boundary change shall be submitted along with an application filing fee as established by the Board of Supervisors. In addition, all of the following shall be submitted with the application and required fee:

- 1.** A “review copy” of the plat of survey, including the plat of survey number, describing the area (s) to be conveyed between the adjacent property owners;
- 2.** Note on the plat of survey indicating that no development will be allowed until such time as the plat comes into conformance with county requirements (the area will be non-buildable until it is included in a subdivision plat);
- 3.** Any proposed or required easement agreement;
- 4.** An accompanying “sketch plan” that demonstrates all site and structure requirements for the zoning district in which the parcels of land are located can be maintained (e.g., minimum setbacks from property or road right-of-way for all structures, minimum lot area, minimum lot width, etc.)



Zoning Division

Rezoning Application

Page 1 of 5

Owner Information:		Applicant Information:	
Owner	Linn County, IA	Applicant	
Address	935 2nd St SW	Address	
	Cedar Rapids, IA 52404		
Phone	319-892-5000	Phone	
E-mail	ben.rogers@linncountyiowa.gov	E-mail	
Surveying Co.	Snyder & Assoc.	E-Mail	twforinash@snyder-associates.com
Engineer:	Tim Forinash	Phone	319-362-9394 x2336
Property Information:			
Property Address or Address Range (block)		622 Dows Rd	
Brief legal(s) (Sec./Twp./Range)		P.O.S. #2474 AMENDED PARCEL A	
GPN(s) 15-20-151-004-00000			
Rural Land Use Map Designation		MUSA	
Current Zoning	PUD-USR	Total Acres	7.58
Proposed Zoning	USR		
A written report shall be submitted with this application, per Article 4, Section 4.2 (vii) of the Unified Development Code (see attached pages of this application)			
A formal pre-application meeting is required prior to submitting this application.			
Pre-app mtg. date	August 31, 2022	Staff present	Charlie Nichols & Stephanie Lientz
The undersigned is/are the owner(s) of the described property on this application, located in the unincorporated area of Linn County, Iowa, assuring that the information provided herein is true and correct. I hereby give my consent for the office of Linn County Planning and Development to conduct a site visit and photograph the subject property. This development is subject to and shall be required, as a condition of final development approval, to comply with all Unified Development Code policies, requirements, and standards that are in effect at the time of final development approval.			
Owner		Applicant	
Date		Date	
Case #		Date Received	
Receipt#			

A written report which addresses the following issues shall be submitted with this application, per Article IV, Section 107-68(2) a.7 of the Unified Development Code:

- (i) A description of the proposed development including the existing land uses of the area proposed for amendment and surrounding land uses
- (ii) The proposed future land use
- (iii) A description of the density and intensity of the proposed development, by land use, including the density or intensity for each geographic sub-area of the development that will require development phasing. Such description shall include the range of development densities or intensities by each land use category and for each development phase.
- (iv) The identification of Agricultural Land Preservation Areas created pursuant to Section 352.6, Code of Iowa, within and contiguous to the property proposed for rezoning
- (v) Comprehensive Plan amendment area and the effect of the density or intensity of project development on such areas
- (vi) A description of how the proposed development meets, or fails to meet, the standards of review for a rezoning listed in Section 107-69.

Article IV, Section 107-69 - Standards for Review

Review of all applications for rezoning/map amendments shall ensure that all of the standards in this Section are met.

- 1) Adequate public facilities/minimum levels of service.** The Linn County Comprehensive Plan requires that proposed development be allowed only if it can be served by adequate public facilities and services prior to its occupancy and use or that the relevant service provider has, or will have, the capacity to ensure the provision of adequate facilities and services in accordance with a development agreement, meeting adopted level of service standards. The requirements in this Section shall be met prior to approval of a development application.
 - a. Scope.** The requirements this section shall be met prior to the approval of an application for a rezoning, major subdivision, minor subdivision, or cluster subdivision. Other permits and approvals required by this chapter are not subject to the requirements of this section.
 - b. Evidence of adequate public facilities required.** Development permits for a proposed rezoning, major subdivision, minor subdivision, or cluster subdivision shall not be approved unless the applicant provides documented, verifiable evidence that the proposed development can be served by adequate public facilities and services prior to its occupancy and use or that the relevant service provider has, or will have, the capacity to ensure the provision of adequate facilities and services in accordance with a development agreement, meeting adopted level of service standards. Such assurances from service providers may take the form of a "service availability" letter applicable to the proposed development.
 - c. Adequate public services defined.** The public facilities and services governed by this section shall include, but are not limited to, the following:
 1. Water and wastewater service complying with minimum level of service standards established in subsection 1(d) of this section.
 2. Fire protection consistent with the minimum levels of service established in subsection 1(d) of this section.
 3. Storm water management that meets the standards in section 107-95.
 4. Adequate roads with sufficient capacity to accommodate traffic anticipated to be generated by the proposed development, and transportation access in accordance with minimum level of service standards established in subsection 1(d) of this section.

- d. **Minimum Levels of Service.** This Ordinance establishes minimum levels of service for water, wastewater, transportation and fire protection in Appendix A to this chapter, the content of which shall be incorporated by reference into this paragraph. Evidence that the established minimum levels of service have been met for a proposed development prior to approval shall serve as prima facie evidence that the required adequate public services are available.
1. **Effect of Fringe Area Plan.** If there is an approved Fringe Area Plan, alternative minimum levels of service requirements may be provided for in a 28E Agreement between the affected city and the County.
 2. **Metro Area services.** Additional public improvements and services as provided in the Metro Area Design Standards are required to be met for development in the Metro Area Urban Service Areas as designated on the Rural Land Use Map.
- 2) **Animal feeding operations separation distance requirements.** At the time of application, any proposed development that is located near an Iowa Department of Natural Resources (IDNR) permitted animal feeding operation shall be separated by the distance required for the type of structure as provided for in Appendix C of this chapter.
- 3) **Land evaluation and site assessment.** All requirements of Section 6 of this Article shall be met as a condition of approval.
- 4) **Rural Village Extension rezoning review standards.** A rezoning of land to expand a Rural Village District is allowed only if all of the following conditions are met:
- a. **Adopted Village Plan.** The Rural Village proposed to be expanded has adopted a Village Plan
 - b. **Adjacency.** The parcel proposed to be rezoned shall be directly adjacent to the boundary of an existing Rural Village District, or separated by existing or planned public open space
 - c. **Minimum size.** The proposed development shall be at least five (5) acres in size
 - d. **Uses, standards and requirements.** All use, site design, density and housing mix standards and requirements that apply to the adjacent Rural Village District shall apply to the expansion
 - e. **Development standards and review process.** An expansion of a Rural Village District shall be developed in conformance with the Rural Village Extension Development requirements in section 107-72(7).
- 5) **Additional standards for review.** Additional standards for review shall include, but not be limited to, the following:
- a. The proposed development is not detrimental to existing agricultural uses;
 - b. The proposed development will be served by adequate public facilities and services as set forth in a development agreement;
 - c. The proposed development will not degrade significant environmental, ecological or natural resources;
 - d. The proposed development achieves densities and uses in agricultural areas, critical natural resource areas, rural residential development areas and urban service areas as designated in the Comprehensive Plan; and
 - e. The proposed development is consistent with the goals, objectives and strategies of the Comprehensive Plan.

Major Site Plan Requirements

107-71(3): The applicant shall submit six (6) copies of a site plan prepared by an engineer, landscape architect, architect or other similar licensed professional and meeting the following specifications and showing the data listed:

a. Application information:

1. Names of all property owners
2. Address of property including street, city and zip code
3. Existing and requested zoning classification, use of property, number of employees if applicable

b. Specifications:

1. Paper sized 11" by 17"; additional larger format copies may be submitted
2. Drawn to scale of not less than one inch equals fifty feet (1" = 50'), unless otherwise approved by the Zoning Administrator

c. All existing and proposed site conditions shall be shown including:

1. Existing and proposed contour lines at intervals no greater than five feet (5'), referred to USGS datum
2. Location and dimensions of lot boundaries
3. Flood hazard areas as designated on FEMA flood hazard boundary maps
4. Watercourses and wetlands
5. Any unique natural features including wooded areas
6. Location and dimensions of all existing and proposed structures. The structure(s) must be labeled (e.g. existing warehouse, dwelling) and use must be labeled as well (e.g. storage of contractor's equipment, single-family residence.) Each structure must delineate its square footage and dimensions to existing and/or proposed lot lines. Structures include:
 - i. Buildings
 - ii. Wells
 - iii. Fences
 - iv. Septic tank and septic field locations
 - v. Retaining walls
 - vi. Utility poles
 - vii. Walkways
 - viii. Signs
7. Location, dimensions and uses of each existing platted street, highway, railroad, or utility easement
8. Identification of parks and other public open space within or adjacent to the proposed development
9. All existing storm and sanitary sewer lines, water lines, gas lines, culverts, or other underground installations within the proposed development or immediately adjacent, with pipe size (if available) and locations shown
10. The boundary of the area proposed for platting or division, shown as a dark line, with length of boundary lines and approximate location of the property in reference to known section lines

11. Layout, lot numbers, and scaled dimensions of each lot in each block of any proposed subdivision
12. Names, locations and dimensions of all proposed streets, roadways, alleys and pedestrian ways
13. Other property lines, proposed right-of-way lines, building setback lines
14. Location, dimensions and uses of each proposed street, highway, railroad, or utility easement
15. Location and dimensions of existing and proposed parks, playgrounds, churches, school sites or special uses of land to be considered for dedication to public use or to be reserved by deed or covenant for the use of all property owners in the subdivision and any conditions of such dedication or reservations
16. Existing and proposed parking spaces with dimensions and class (including handicapped) with a notation of the number of spaces required and the number provided. Proposed parking drive areas with proposed direction of traffic flow.
17. Access to all public or private streets and radius of curvature of ingress and egress drives
18. Circulation patterns of traffic
19. Location, intensity, height, spacing, efficiency, and shielding of all exterior lighting
20. Locations of outside refuse collection areas, and the type of screen to be provided to enclose the container from the public view

d. The following information shall also be noted on the plan:

1. A vicinity map clearly identifying the subject property and showing the location of the subject property in relationship to surrounding properties, roads, streams and public facilities. The vicinity map shall extend for a distance of two (2) miles and shall identify any incorporated city boundaries.
2. Date site plan was prepared or date when surveyed
3. North arrow and scale of drawings
4. Title block including the name, address, phone number and profession of the person preparing the site plan or plat, and the architect's, engineer's or surveyor's professional seal, the date and the date of all revisions. Title blocks shall meet requirements of state law.
5. Name, address, phone number and signed consent of all property owners
6. Ownership, land-use, and zoning of all adjoining properties within five-hundred feet (500') of the proposed development, and when adjoining properties are part of a recorded subdivision, the name of that subdivision
7. Type of water supply and sewage disposal and if storm sewer is available

e. Other information deemed necessary by the Planning and Zoning Commission or Board of Supervisors.

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
TIM FORINASH
SNYDER & ASSOCIATES, INC.
5005 BOWLING ST. SW SUITE A
CEDAR RAPIDS, IOWA 52404
319-362-9394
twforinash@snyder-associates.com
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
NE 1/4 SEC. 20-83-06
PARCEL "A" AMENDED PLAT OF SURVEY NO. 2474
PROPRIETOR/REQUESTED BY:
LINN COUNTY, IOWA

PLAT OF SURVEY NO. 2642

PROPERTY DESCRIPTION - PARCEL "A"

A PART OF PARCEL "A" PLAT OF SURVEY NO. 2474, LINN COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 83 NORTH, RANGE 6 WEST OF THE 5TH P.M., LINN COUNTY, IOWA; THENCE SOUTH 89° 52' 38" EAST ALONG THE NORTH LINE OF SAID PARCEL "A", A DISTANCE OF 636.00 FEET; THENCE SOUTH 0° 53' 10" EAST, 547.88 FEET; THENCE NORTH 89° 52' 38" WEST, 636.00 FEET TO THE WEST LINE OF SAID PARCEL "A"; THENCE NORTH 0° 53' 10" WEST ALONG SAID WEST LINE, A DISTANCE OF 547.88 FEET TO THE POINT OF BEGINNING, CONTAINING 8.00 ACRES (348,434 S.F.) MORE OR LESS.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

PARCEL "A", PLAT OF SURVEY NO 2642 IS A NON-BUILDABLE LOT

DATE OF SURVEY

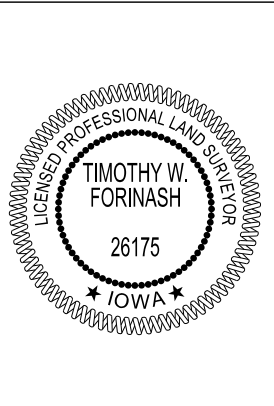
07/15/2022

BASIS OF BEARING

FOR THE PURPOSE OF THE DESCRIPTION THE WEST LINE OF PARCEL "A", AMENDED PLAT OF SURVEY NO. 2474 IS ASSUMED TO BEAR NORTH 0°53'10" WEST.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Cap #26175 (Unless Otherwise Noted)	●	○
ROW Rail	I	
Calculated Point	+	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Centerline	-----	
Section Line	_____	
1/4 Section Line	_____	
1/4 1/4 Section Line	_____	
Easement Line	-----	



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 Professional Land Surveyor under the laws of the State of Iowa.

Timothy W. Forinash, P.L.S.	Date
License Number 26175	
My License Renewal Date is December 31, 2023	
Pages or sheets covered by this seal:	

PLAT OF SURVEY NO. 2642

PART OF PARCEL "A" AMENDED PLAT OF SURVEY NO. 2474



SNYDER
& ASSOCIATES

5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404 (319) 362-9394

SHEET 1 OF 2

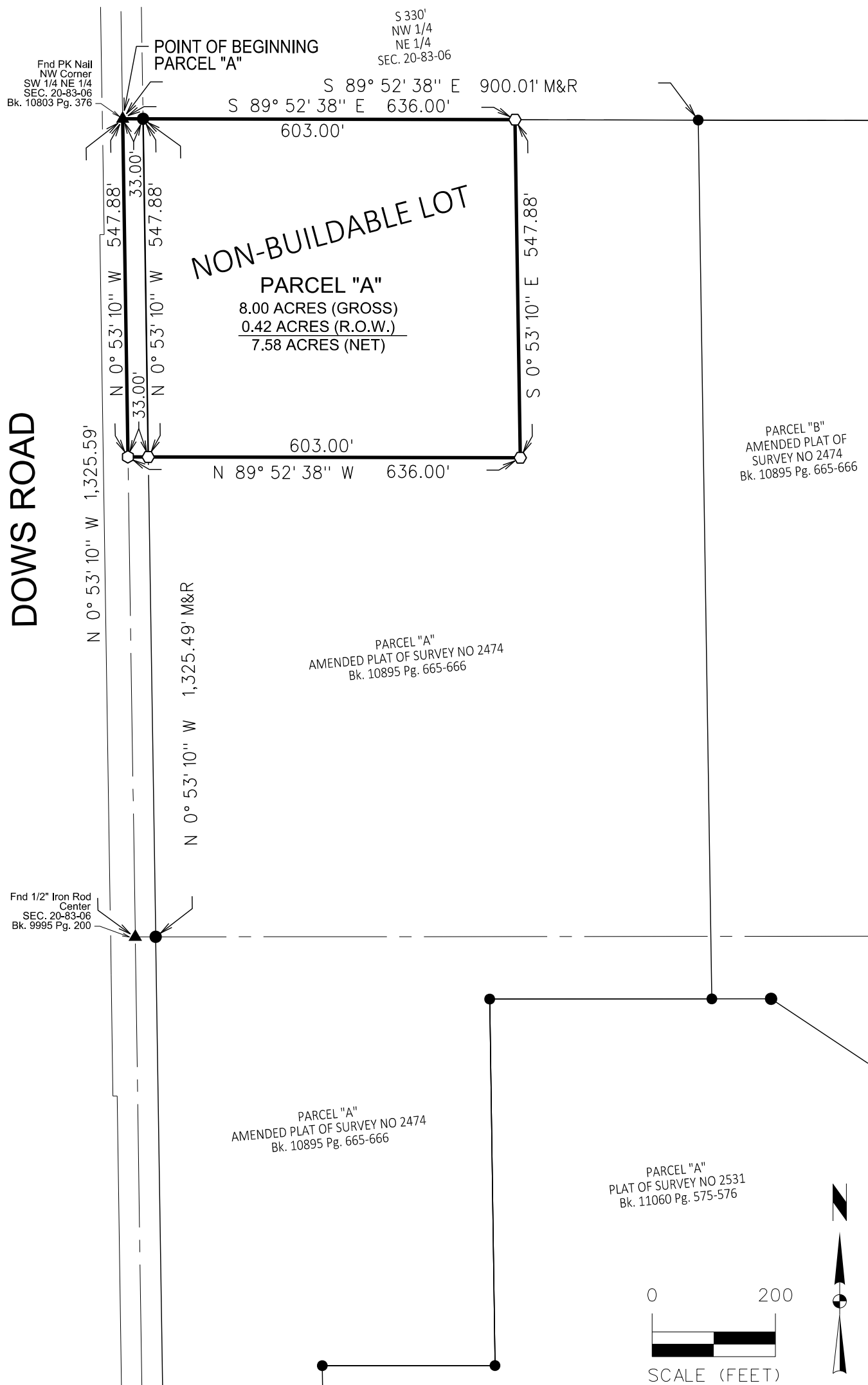
PN: 1200860

FLD BK: PG:

DATE: 11/21/22

PM/TECH: TWF

PLAT OF SURVEY NO. 2642



PLAT OF SURVEY NO. 2642

PART OF PARCEL "A" AMENDED PLAT OF SURVEY NO. 2474



5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404 (319) 362-9394

SHEET	2	OF	2
PN:	1200860		
FLD BK:	PG:		
DATE:	11/21/22		
PM/TECH:	TWF		

**STATE OF IOWA
DESIGNATION OF APPLICANT'S AUTHORIZED REPRESENTATIVE**

Stephanie Lientz is hereby authorized to execute on behalf of
(Name of Representative)

Linn County, Iowa this mitigation project and to file it with
(Applicant Entity)

Iowa Department Homeland Security and Emergency Management (HSEMD) for the purpose of obtaining financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended) and the Code of Iowa, Chapter 29c.

Signed this 21st Day Of December, 2022.

Ben Rogers, Chairperson

Chief Executive Officer
(Print Name and Title)

(Signature)

Stephanie Lientz, Planning & Zoning Division Manager

Applicant's Authorized Representative
(Print Name and Title)

(Signature)

Attested:

(Print Name and Title)

(Signature)

**STATE OF IOWA
DESIGNATION OF APPLICANT'S AUTHORIZED REPRESENTATIVE**

Charlie Nichols is hereby authorized to execute on behalf of
(Name of Representative)

Linn County, Iowa this mitigation project and to file it with
(Applicant Entity)

Iowa Department Homeland Security and Emergency Management (HSEMD) for the purpose of obtaining financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended) and the Code of Iowa, Chapter 29c.

Signed this 21st Day Of December, 2022.

Ben Rogers, Chairperson

Chief Executive Officer
(Print Name and Title)

(Signature)

Charlie Nichols, Planning and Development Director

Applicant's Authorized Representative
(Print Name and Title)

(Signature)

Attested:

(Print Name and Title)

(Signature)



OpenGov Inc.
6525 Crown Blvd #41340
San Jose, CA 95160
United States

Order Number: Q005781
Created On: December 12, 2022
Quote Expiration Date: December 26, 2022
Subscription Start Date: December 26, 2022
Subscription End Date: December 25, 2025

Prepared By: Andrew Stout
Email: astout@opengov.com
Contract Term: 36 Months

Customer Information

Customer: County of Linn, IA
Bill To/Ship To: 935 2nd St SW
Cedar Rapids, IA US

Contact Name: Dawn Jindrich
Email: dawn.jindrich@linncounty.gov
Phone: (319) 892-5116

Order Details

Billing Frequency: Annual

Payment Terms: Net 30

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Fee
Budgeting & Planning <i>Dashboards, Financial Integration, Online Budget Book, Open Town Hall, Operating & Capital Budgeting, Reporting & Analytics, Story Builder, Transparency, Workforce Planning</i>	December 26, 2022	December 25, 2025	\$65,000.00
Total Annual Fee			\$65,000.00

PROFESSIONAL SERVICES:

Product / Service	Start Date	Total Amount
Professional Services Deployment - Milestone 1	Billed Upon Completion	\$22,091.25
Professional Services Deployment - Milestone 2	Billed Upon Completion	\$22,091.25
Professional Services Deployment - Milestone 3	Billed Upon Completion	\$4,418.25
Professional Services Deployment - Milestone 4	Billed Upon Completion	\$8,836.50
Professional Services Deployment - Milestone 5	Billed Upon Completion	\$8,836.50
Professional Services Deployment - Milestone 6	Billed Upon Completion	\$22,091.25
Services Total Amount		\$88,365.00

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at PO Box 41340, San Jose, CA 95160 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") attached, or if no such SSA is attached, the SSA available at <https://opengov.com/terms-of-service> and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

County of Linn, IA	OpenGov, Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Sign Date:	Countersign Date:



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	Horizons, A Family Service Alliance
935 2 nd Street SW	819 5th St SE
Cedar Rapids, IA	Cedar Rapids, IA 52401
	UEI #: K7YDLMZ25M17
Subaward Budget Period Start date: 9/1/2022 End date: 8/31/2023	
Period of Performance Start date: 9/1/2022 End date: 8/31/2023	
Amount of federal funds obligated by this action: \$64,000.00	
Total amount of the federal funds obligated to the Subrecipient: \$64,000.00	
Total amount of the federal funds committed to the Subrecipient: \$64,000.00	
Project Title: New Iowan Collaborative - Transportation	
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 Horizons, A Family Service Alliance ("Subrecipient") for the **New Iowan Collaborative – Transportation Program**.

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 **for expenses incurred for the New Iowan Collaborative – Transportation Program.**

The County agrees to provide up to \$64,000.00 to the Subrecipient from the County's share of its ARPA allotment, to be used for **the New Iowan Collaborative – Transportation Program.** 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

ARPA Subaward Agreement - HORIZONS NEW IOWAN

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 **New Iowan Collaborative - Transportation** 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.

ARPA Subaward Agreement - HORIZONS NEW IOWAN

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 15th day of December, 2022.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Board Chair

Date

SUBRECIPIENT:

HORIZONS, A FAMILY SERVICE


Authorized Representative

12/15/2022

Date

EXHIBIT A

Statement of Work

The Horizons – New Iowan Collaborative – Transportation Program will launch a partner platform for service providers to access transit rides for local refugees and immigrants and expand their services through the purchase of a dedicated vehicle to this program. The program will operate and follow the attached budget (EXHIBIT A1) as approved and will report to Linn County on a quarterly basis.

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

Horizons, A Family Service Alliance
NTS

REVENUE	
ARPA Funding Linn County	\$64,000
ARPA Funding City of Cedar Rapids	\$60,000
NTS Shuttle Revenue	\$40,000
Total Revenue	164,000

EXPENSES	
Training	\$700
Equipment	\$4,000
Software/Portal Development	\$25,000
Vehicle (purchase)	\$134,300
Total Expenses	\$164,000

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.



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: ARPA2022-0

Pass-Through Entity (PTE):	Subrecipient:
Linn County, Iowa	The Greater Cedar Rapids Community Foundation
935 2 nd Street SW	324 3 rd Street SE
Cedar Rapids, IA	Cedar Rapids, Iowa 52401
	UEI #: FYD5D4KPXF81
Subaward Budget Period Start date: 7/1/2023 End date: 12/31/2026	
Period of Performance Start date: 7/1/2023 End date: 12/31/2026	
Amount of federal funds obligated by this action: \$605,315.00	
Total amount of the federal funds obligated to the Subrecipient: \$605,315.00	
Total amount of the federal funds committed to the Subrecipient: \$605,315.00	
Project Title: Comprehensive Gun Violence Reduction Program	
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 The Greater Cedar Rapids Community Foundation ("Subrecipient") for reimbursement of **Comprehensive Gun Violence Reduction Program** expenses.

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 for the Comprehensive Gun Violence Reduction Program expenses.

The County agrees to provide up to \$605,315.00 to the Subrecipient from the County's share of its ARPA allotment, to be used for the Comprehensive Gun Violence Reduction Program. The County shall pay the Grant Funds to the Subrecipient per an annual distribution of funds as outlined in Exhibit A1. Distributions will occur in July to align with the fiscal year.

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 Comprehensive Gun Violence Reduction Program 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 _____ day of _____, 2022.

BOARD OF SUPERVISORS

LINN COUNTY, IOWA

Board Chair

Date

SUBRECIPIENT:

THE GREATER CEDAR RAPIDS
COMMUNITY FOUNDATION

Karla Sweet-Ball

Authorized Representative

12.15.2022

Date

EXHIBIT A

Statement of Work

The Greater Cedar Rapids Community Foundation will use Linn County ARPA funds to strengthen the support and outreach components of the Group Violence Initiative (GVI). The goal of the program is to create social pressure on group members, provide support to those who want to change, and prevent many from involvement with the criminal justice system. The program will operate and follow the attached budget (EXHIBIT A1) as approved and will report to Linn County on a quarterly basis.

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 A I

GROUP VIOLENCE INTERVENTION BUDGET

Foundation 2

	CY2022	Jan '23 - Jun '23	July '23 - June '24	July '24 - June '25	July '25 - June '26	July '26 - Dec '26	Jan '26 - June '27
INCOME	CALENDAR YEAR	6 MONTH	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	6 MONTH	6 MONTH
PREVAYL (Sept 2021 through August 2026)	56,400	40,000	80,000	80,000	80,000	-	-
Greater Cedar Rapids Community Foundation							
SET Fund (must request every 7/1)	200,000	108,929		-	-	-	-
GVI Fund* (must request every 7/1)	-	50,000	200,000	150,000	150,000	50,352	199,648
ARPA (ends 12/31/26)	-	-	117,859	157,853	172,078	157,525	
	200,000	158,929	317,859	307,853	322,078	207,877	199,648
TOTAL INCOME	256,400	198,929	397,859	387,853	402,078	207,877	199,648
*includes informal annual commitment from City of Cedar Rapids for future years							
EXPENSES							
Support & Outreach Work							
Staff & Consultants							
Community Outreach Worker 1	56,400	29,771	59,541	61,923	64,400	33,488	33,488
Community Outreach Worker 2	56,400	29,771	59,541	61,923	64,400	33,488	33,488
Violence Prevention Specialist	45,300	31,002	62,004	64,484	67,064	34,873	34,873
Community Partner Training	29,600	14,000	28,000	15,000	15,000	5,000	5,000
	187,700	104,543	209,086	203,329	210,863	106,849	106,849
Client Services							
"Big Small Stuff"	25,000	12,788	25,575	26,598	27,662	14,384	14,384
Meetings - space, food, drinks	750	384	767	783	800	409	409
Mileage	1,250	639	1,279	1,306	1,333	681	681
Licensed Therapy Appointments	-	3,836	7,673	7,834	7,998	4,083	4,083
	27,000	17,647	35,294	36,521	37,793	19,556	19,556
Support & Outreach Total	214,700	122,190	244,380	239,850	248,656	126,405	126,405
Project Management & Organizational Costs							
Project Manager		25,000	50,000	52,000	54,080	28,122	28,122
PM Overhead	-	8,750	17,500	18,200	18,928	9,843	9,843
Leadership Staff Support (PM, CCO)	23,000	20,750	41,500	43,160	44,886	23,341	23,341
Fundraising (0.2 FTE)	17,000	8,840	17,680	10,000	10,000	5,000	5,000
Staff Technology	1,700	870	1,739	500	515	2,250	2,250
Program Management Total	41,700	64,210	128,419	123,860	128,409	68,555	68,555
Indirect Rate							
Foundation 2 Indirect Cost Rate	-	12,530	25,061	24,143	25,013	12,917	12,918
TOTAL EXPENSES	256,400	198,929	397,859	387,853	402,078	207,877	207,878
NET INCOME (LOSS)	-	(0)	(0)	(0)	(0)	-	(8,230)

*(ID/License Assistance, clearing fines, transportation, childcare, phone services, etc.)

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.

RESOLUTION 2022-107

A RESOLUTION APPROVING CITY AND COUNTY PROJECT AGREEMENT FOR CITY OF FAIRFAX BRIDGE INSPECTION

WHEREAS, Fairfax has the need for bridge inspections; and

WHEREAS, the Linn County has agreed to have their County Engineer be responsible to see that any needed bridge inspection is completed and has sent a 28E Agreement for this purpose; and

WHEREAS, this Agreement is attached.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Fairfax, Linn County, Iowa, does by this resolution enter into the attached 28E City and County Project Agreement for City of Fairfax Bridge Inspections between the City of Fairfax and Linn County; and

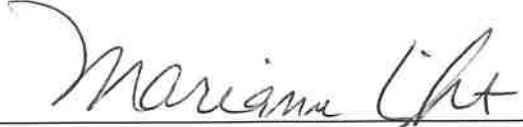
BE IT FURTHER RESOLVED, by the City Council of the City of Fairfax, Iowa, that the Mayor and City Clerk/Treasurer are hereby authorized and directed to execute said 28E Agreement and this Resolution.

Passed and approved this 14th day of December, 2022.

AYES: Nurre, Daly, Pacha, and Wainwright

NAYS: None

ABSENT: Volk


Marianne Wainwright, Mayor Pro Tempore

ATTEST:


Cynthia Stimson, City Clerk/Treasurer



Prepared By: Linn County Secondary Road Dept., 1888 County Home Rd, Marion, IA 52302, (319)892-6400
Return To: Linn County Auditor, 935 2nd Street SE, Cedar Rapids, IA 52404, (319)892-5300

CITY AND COUNTY PROJECT AGREEMENT CITY OF FAIRFAX BRIDGE INSPECTION

This agreement entered into this 14th day of December, 2022, by and between Linn County, Iowa, hereinafter referred to as County, and the city of Fairfax, hereinafter referred to as City.

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

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

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

- 1) FHWA bridge #503755 (Fairfax #542)
 - a. 26' x 29' steel girder with concrete slab on W Cemetery Road
- 2) FHWA bridge #220450 (Fairfax #1737)
 - a. Triple 12' x 6' reinforced concrete box on Lefebure Road
 - b. Shared 50/50 jurisdiction with Linn County

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

IT IS NOW AGREED by parties hereto as follows:

1. DURATION - This agreement shall commence on the date that both parties sign this agreement and shall continue thereafter until one party notifies the other party, in writing, of an intent to end the agreement.
2. PURPOSE - The purpose of this agreement is to accomplish the proposed project as described herein in accordance with the aforesaid scope of work and in agreement with conditions specified in this agreement.
3. The County Engineer shall be responsible for the administration of this project. General specifications for the project shall conform to the current Standard Specifications for Highway Bridges published by the American Association of State Highway and Transportation Officials.
4. The City and County agree to save and indemnify and keep harmless, each other against all liabilities, judgments, costs, and expenses which may in any way come against the County or City or which in any way result from carelessness or neglect of either party or its agents, employees or workmen in any respect whatsoever.

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

5. MANNER OF FINANCING - The total cost of the project shall include administrative fees and the contracted rate per bridge as shown in the attachment. The City will be notified of changes in contract and administrative fees and the attachment will be updated accordingly.
 - a) The County shall initially finance the cost of the project.
 - b) The City shall reimburse the County based on the rates stated above. Payment shall be made within thirty (30) days of receipt of invoice in form and sufficiency acceptable to the City.
6. TERMINATION –
 - a) This agreement shall be considered binding upon the City and the County and shall not be terminated until the City or County has given written notification to the other party.

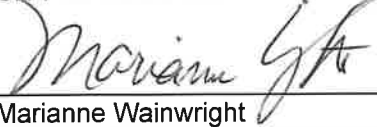
Executed in triplicate each of which shall constitute as original on this 14th day of December, 2022.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

ATTEST:

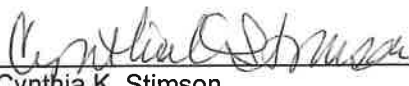
LINN COUNTY AUDITOR

CITY OF FAIRFAX



Marianne Wainwright
CITY OF FAIRFAX MAYOR PRO TEMPORE

ATTEST:



Cynthia K. Stimson
FAIRFAX CITY CLERK/TREASURER





Bridge Inspection 28E Agreement

Linn County & City of Fairfax

