

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

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

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

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Wednesday, February 9, 2022

11 a.m.

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

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

Consent Agenda

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

Reports**Resolutions**

Resolution suspending taxes for one (1) Linn County resident as they are unable to contribute to the public revenue by reason of age, infirmity or both, pursuant to Code of Iowa, Section 427.9

Resolution to approve revision 0.3 of the 2022 Secondary Road Five Year Construction Program with the Iowa Department of Transportation.

Contract and Agreements

Approve a temporary construction easement request from the City of Cedar Rapids on property located NW of 1018 5th SE, Cedar Rapids as part of the City's 11th Avenue SE and 5th Street SE Roadway and Utility Improvements project and authorize Supervisor Ben Rogers to execute any and all documents related to the temporary construction easement

Approve and authorize Chair to sign an Iowa Certified Local Government 2021 Annual Report for the Linn County Historic Preservation Commission

Approve and authorize Chair to sign the Title VI Non-Discrimination Agreement between the Iowa Department of Transportation and Linn County, Iowa.

Approve and authorize Chair to sign the US Department of Transportation Standard Title VI/Non-Discrimination Assurances form.

Approve purchase order PO234 to Illowa Culverts & Supply Co. for corrugated metal culverts in the amount of \$54,777.00 for the Secondary Road Department

Approve purchase order PO237 to Metal Culverts for plastic culverts in the amount of \$11,420.00 for the Secondary Road Department

Licenses & Permits

Approve Liquor License for Airport National Public Golf Course, noting all conditions have been met.

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 a contract between Linn County Mental Health Access Center (MHAC) and Anaheim Security effective March 1, 2022 for 24 months with a total of \$189,440.78 for the first year of security.

Discuss Fiscal Year 2023 SF 634 resolution on total maximum property tax dollars, authorize publication of Max Levy Notice, and set the public hearing to be on March 2, 2022 at 11:00 a.m.

Discuss and decide Resolution disposing of an interest in real estate via a long term 20-year real estate lease between Linn County Conservation, Linn County and Feed Iowa First for the exclusive use of approximately 17 acres legally described as Outlot A, Squaw Creek Ridge Second Addition to Linn County, Iowa.

Discuss and decide allocation of Fiscal Year 2022 Witwer Grants

Review and discuss submittal of 2021 Linn County Temporary Redistricting Commission's Supervisor District Plan #1 as prepared by the Legislative Services Agency (LSA).

Public Comment: Five Minute Limit per Speaker

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

Board Member Reports

Legislative Update

Discuss and decide on action related to proposed legislation

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.

RESOLUTION
PETITION for SUSPENSION of FISCAL 2023 / ASSESSMENT 2021
PROPERTY TAXES

WHEREAS, the Linn County Board of Supervisors is this day presented with the attached petitions for suspension of taxes and/or special assessments pursuant to Section 427.9 of the Code of Iowa and;

WHEREAS, the properties for which assessments against these Petitioners are made lie within Linn County and;

WHEREAS, these Petitioners are unable to contribute to the public revenue by reason of age, infirmity, or both.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, this date met in lawful session that the attached petitions be approved for the following Petitioners, parcels, and tax years:

PETITIONER	PARCEL #	TAX YEARS	Special #
Allison, Marla	18344D	2020	

The Linn County Treasurer is ordered to suspend the collection of taxes assessed against these Petitioners, their polls or estates, for the above parcels for the above tax years as indicated.

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

LINN COUNTY BOARD OF SUPERVISORS

CHAIRPERSON

SUPERVISOR

SUPERVISOR

AYE:
NAY:
ABSTAIN:

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, the foregoing resolution was duly adopted by a vote of ____ aye, ____ nay and ____ abstained from voting.

Joel Miller

Subscribed and sworn to before me by the aforesaid on this _____ day of _____, 2022

NOTARY PUBLIC
STATE OF IOWA

2022 County Five Year Program Resolution 0.3

Linn County Secondary Roads

Unforeseen circumstances have arisen since adoption of the approved Secondary Road Five Year Program and previous revisions, requiring changes to the sequence, funding, and timing of the proposed work plan.

The Board of Supervisors of Linn County, Iowa, in accordance with Iowa Code section 309.22, initiates and recommends modification of the following project(s) in the accomplishment year (State Fiscal Year 2022), for approval by the Iowa Department of Transportation (Iowa DOT), per Iowa Code 309.23 and Iowa DOT Instructional Memorandum 2.050.

The following projects shall be ADDED to the Program's Accomplishment year:

Project Number Name Project ID	Project Location Description of Work	AADT Length Bridge ID	Type of Work Fund	Total
L-USHERS FERRY RD--73 - 57 L-USHERS FERRY RD(22) 50923	On USHERS FERRY RD, from 42ND ST NE to OAK CREEK DR NE 4" HMA OVERLAY OVER EXISTING SEAL COAT. PROJECT WILL BE LET AND ADMINISTERED BY CITY OF CEDAR RAPIDS. LINN COUNTY WILL BE INVOICED FOR THEIR PORTION OF THE SHARED ROAD.	37 0.610 miles	366 HMA Paving Local	\$227,000
L-LWC 655--73 -57 DL-LWC 655(22) 50924	On PRAIRIE CHAPEL RD, Over INDIAN CREEK, S8 T84 R06 REPLACING THE BRIDGE WITH A LOW WATER CROSSING. STRUCTURE IS ON A CLASS C ROAD.	0.000 miles 221320	320 Bridges Local	\$75,000
L-BR 1053 RELOCATE--73 - 57 LOST-BR 1053 RELOCATE(22) 50939	On BERTRAM RD, Over INDIAN CREEK, S30 T83 R06 RELOCATING EXISTING TRUSS BRIDGE BEING REPLACED TO INDIAN CREEK NATURE CENTER FOR HISTORICAL PURPOSES.	588 0.000 miles 220850	320 Bridges Local	\$185,000

Fund	Accomplishment Year		
	Previous Amount	New Amount	Net Change
Local	\$2,017,000	\$2,504,000	\$487,000
Farm-to-Market	\$2,300,000	\$2,300,000	\$0
Special	\$5,015,000	\$5,015,000	\$0
SWAP	\$0	\$0	\$0
Federal Aid	\$8,000	\$8,000	\$0
Totals	\$9,340,000	\$9,827,000	\$487,000

Recommended

County Engineer

Date

Approved

Chair Board of Supervisors

Date

Attested

I, _____, Auditor in and for Linn County, Iowa, do hereby certify the above and foregoing to be a true and exact copy of a resolution passed and approved by the Board of Supervisors of Linn County, Iowa, at its meeting held on the _____ day of _____, _____.

County Auditor

RECEIPT FOR STATEMENT OF PROPERTY OWNER'S RIGHTS

PROJECT	11 th Avenue SE and 5 th Street SE Roadway and Utility Improvements
C.I.P. #	6550051
PARCEL #	5
ADDRESS	NW of 1018 5 th Street SE along alley, Cedar Rapids, IA 52403

I certify that I am the landowner of property located at NW of 1018 5th Street SE along alley, and that I have personally received a copy of the *Statement of Property Owner's Rights* which explains my rights as an owner of record who may have all or a part of their property acquired by condemnation, as required by 1999 Iowa Acts, House File 476, Section 3.

Signed this _____ day of _____, 20__.

Ben Rogers,
Chair, Board of Supervisors

Presented by: _____
City of Cedar Rapids

COMPENSATION ESTIMATE
For Uncomplicated Acquisition Valued at Less Than \$10,000

Parcel No. **5** Project No. **6550051** County **Linn**

Project Name 11th Avenue SE and 5th Street SE Roadway and Utility Improvements

Record Owner(s) Linn County

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

Tenant(s)

Tenant's Mailing Address

Address of Subject Property NW of 1018 5th Street SE along alley, Cedar Rapids, IA 52403

This property is described as: The Northeast 35.00 Feet of Lot 3, Block 18, Carpenter's 3rd Addition to the Town of Cedar Rapids

Itemization of Value:

Fee Title	Sq. ft.	@		=	\$
Permanent Easement	Sq. ft.	@			
Temporary Easement	2100	@	\$4.00 x 10% @ 1 year	=	\$840.00 (Rounded Up)
Buildings					\$
Other Improvements					\$
Fence					\$
Loss of Landscaping					
Loss of Access to Remaining Property					\$

Total Estimate **\$840.00**

Certification:

I hereby certify that I am familiar with the property which is the subject of this estimate, that the estimate is based on land value and cost data contained in the files of the Acquiring Authority, that I have no direct or indirect present or contemplated future personal interest in this property and will not in any way benefit from the acquisition of this property.

* Compensation for R/W fence to be fixed dollar schedule or in accord with 6B.44, Code of Iowa.

ADMINISTRATIVE APPROVAL	Date of Estimate
_____	_____
DATE _____	Estimating Agent _____

DATE: _____	PROJECT	11th Avenue SE and 5th Street SE Roadway and Utility Improvements
	C.I.P. #	6550051
	PARCEL #	5
	ADDRESS	NW of 1018 5th Street SE along alley, Cedar Rapids, IA 52403

**OFFER TO PURCHASE
COMPENSATION ESTIMATE**

OWNER:	Linn County
ADDRESS:	935 2nd Street SW, Cedar Rapids, IA 52404

The CITY OF CEDAR RAPIDS presents to you an offer of Eight Hundred Forty and 00/100 dollars (\$840.00), which represents just compensation for the temporary easement needed from your property.

BY: _____
CITY OF CEDAR RAPIDS

DATE: _____	PROJECT	11th Avenue SE and 5th Street SE Roadway and Utility Improvements
	C.I.P. #	6550051
	PARCEL #	5
	ADDRESS	NW of 1018 5th Street SE along alley, Cedar Rapids, IA 52403

**OFFER TO PURCHASE
COMPENSATION ESTIMATE**

OWNER:	Linn County
ADDRESS:	935 2nd Street SW, Cedar Rapids, IA 52404

The CITY OF CEDAR RAPIDS presents to you an offer of Eight Hundred Forty and 00/100 dollars (\$840.00), which represents just compensation for the temporary easement needed from your property.

BY: _____
CITY OF CEDAR RAPIDS

Project No.: 6550051

Parcel No.: 5

As owners of real estate needed for the above referenced project and parcel, and acknowledging the fact that (I) (We) are entitled to just compensation based upon the City approved appraisal of the subject real estate, nevertheless, desire to donate the right of way. (I) (We) will execute the necessary conveyance instruments to transfer said right of way. This donation to the City of Cedar Rapids is made without any coercive action of any nature.

Date

Signature of Owner

As owners of real estate needed for the above referenced project and parcel (I) (We) are entitled to just compensation, nevertheless, desire to donate the right of way and waive the right to an appraisal. (I) (We) will execute the necessary conveyance instruments to transfer said right of way. This donation to the City of Cedar Rapids is made without any coercive action of any nature.

Date

Signature of Owner

Date of Proposal to Donate:

On _____, 20__, I offered Linn County who is/are the Owner(s) an opportunity to donate this property by: personal contact / telephone / letter
This offer was: accepted / declined

AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT ("this Agreement") is made this ____ day of _____, 20__ by and between the City of Cedar Rapids, Iowa, a municipal corporation existing under the laws of the State of Iowa (the "City"), and Linn County (the "Owner") as follows:

WHEREAS, the Owner owns the following described property ("the Property"):

The Northeast 35.00 Feet of Lot 3, Block 18, Carpenter's 3rd Addition to the Town of Cedar Rapids

AND WHEREAS, the City has requested permission and approval from the Owner to enter onto the Property for the purpose of, but not limited to, construction, grading, shaping and sodding;

AND WHEREAS, the Owner under the terms and conditions herein set forth, is willing to grant a temporary construction easement to the City to allow the City and its employees, agents, and contractors to enter onto the Property for the purpose as set forth hereinabove.

NOW THEREFORE, in consideration of One Dollar (\$1.00) in hand paid, receipt of which is hereby acknowledged, the terms and conditions of this Agreement, and payment of all required fees and other consideration, the City and Owner hereby agree as follows:

The Owner hereby grants to the City a temporary construction easement, for the purposes of grading, shaping, and sodding a portion of the above-described property, located at NW of 1018 5th Street SE along alley, more particularly described as follows:

See Attached Temporary Construction Easement Exhibit

upon the following conditions, to-wit:

1. The City agrees to compensate the Owner in the amount of \$840.00.
2. The Owner warrants that it has full and complete authority to grant the City the rights contained herein.
3. This Agreement will terminate 30 days after completion of the 11th Avenue SE and 5th Street SE Roadway and Utility Improvements project.
4. The Owner shall have five-years from the date of said settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this contract as required by Section 6B.52 of the Code of Iowa.
5. The City agrees to restore the area disturbed by the project in a timely manner including, but not limited to, the restoration of lawns by sodding, reconstruction of driveways, repairs to fences or other structures modified as a requirement of construction.
6. The Owner agrees to disclose the project details, including timelines, improvements, and impacts, to any and all individuals with a leasehold interest in the subject property.

7. This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original and which together shall constitute one and the same instrument. In addition, the parties agree that this Agreement may be executed by electronic, pdf or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.
8. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
9. The Easement and rights herein described shall be binding upon the Owner, its heirs and assigns.

IN WITNESS WHEREOF, the above-named parties have executed this Agreement as of the date and year first written above.

Signed this _____ day of _____, 20__.

Linn County

Ben Rogers,
Chair, Board of Supervisors

Recommended for Approval

Rita Rasmussen Real Estate Services Manager	Date
--	------

Randy Hartman City Contract Manager	Date
--	------

CITY OF CEDAR RAPIDS, IOWA

By: Jeffrey A. Pomeranz City Manager	Date
---	------

Attested By: Amy Stevenson City Clerk	Date
--	------

REAL ESTATE CLOSING STATEMENT

Seller	<u>Linn County</u>	County	<u>Linn</u>
Contract Pay Date	<u></u>	Project No.	<u>6550051</u>
Possession Date	<u></u>	Parcel No.	<u>5</u>
Property Description	The Northeast 35.00 Feet of Lot 3, Block 18, Carpenter's 3rd Addition to the Town of Cedar Rapids		

Transaction Closed ☐ By Mail ☐ In Person ☐ N.A. means Not Applicable ☐ Non-cash Consideration Involved

CONTRACT CONSIDERATION BREAKDOWN (No breakdown is made if transaction is a Total Acquisition)

1) Land acquired by fee:		1) \$
2) Land acquired by permanent easement		2) \$
3) Buildings acquired considered real estate:	\$	
	less salvage value: \$	3) \$
4) Other improvement considered real estate:	\$	
	less salvage value: \$	4) \$

Total Conveyance Consideration (lines 1 through 4)	\$
---	-----------

5) Other improvements considered damages, including fence:	5)	\$
6) Total temporary easement:	6)	<u>\$840.00</u>
7) Total reduction in value - temporary easement for detour:	7)	<u>\$</u>
8) Control of Access:	8)	\$

Total Damages (lines 5 through 8)	\$840.00
--	-----------------

LESS: Mitigate Damages (Non-cash Considerations)	\$
---	-----------

TOTAL CONTRACT CONSIDERATION

Contingent Payment (e.g., value of septic, value of well):	plus	\$
Scheduled Future Abstracting Payment:	plus	\$

GROSS PROCEEDS (Maximum Determinable Proceeds)	\$840.00
---	-----------------

DISTRIBUTION OF GROSS PROCEEDS (NOTE: Warrant(s) must be endorsed by all payees before cashing)

Partial Payment Warrant # _____	Paid _____ / _____ / _____	\$ _____
Conveyance Warrant # _____	Paid at Time of Closing	\$ _____
Possession Warrant # _____	Paid at Time of Possession	\$ _____
(Contact _____ Phone No. _____ for Warrant)		
Contingent Payment Warrant # _____	Paid _____ / _____ / _____	\$ _____

Lienholders and Other Assessments Paid:

1) Mortgage (principal & interest)	\$
2) Real Estate Taxes (Linn County Treasurer)	\$
3) Special Assessments	\$
4) Personal Taxes	\$

TOTAL DISTRUBUTIONS OF GROSS PROCEEDS	\$840.00
---------------------------------------	----------

REMARKS:

Grantor (or Grantor's Agent) acknowledges the return and receipt of Abstract of Title No. _____ in _____ parts to the following described real estate:

We, Grantee's Agent and Grantor, do hereby certify that this real estate transaction is closed and this statement is true and correct and the Grantor hereby acknowledges receipt for the funds specified above.

Grantee's Agent:
CITY OF CEDAR RAPIDS, IOWA

Grantor: Linn County

BY:

Closing Agent, Kelly Hansel **Date**

BY: _____
Ben Rogers, Chair, Board of Supervisors **Date**

ALLOCATION OF PROCEEDS STATEMENT

PROJECT	<u>11th Avenue SE and 5th Street SE Roadway and Utility Improvements</u>
C.I.P. No.	<u>6550051</u>
PARCEL No.	<u>5</u>

GROSS PROCEEDS AMOUNT **\$840.00**

(Includes Total Contract Consideration, Contingent Payment, Scheduled
Future Abstracting Payment)

<u>Name of Transferor</u>	<u>Address</u>	<u>Allocation Amount of Proceeds</u>
<u>Linn County</u>	<u>935 2nd Street SW, Cedar Rapids, IA 52404</u>	<u>\$840.00</u>

NOTE: If the Allocation of Proceeds is not provided or is not the same as reported by
other sellers, IRS Regulations Sec. 1.6056-4 require the gross proceeds be reported to
each seller.

Approved By: _____
Date

T:\ACAD\219040\DWG\Plats\TCE 5.dwg 1-18-22 09:47:53 AM DNebergall

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

11TH AVENUE SE AND 5TH STREET SE ROADWAY AND UTILITY IMPROVEMENTS
CITY OF CEDAR RAPIDS, IOWA

Prepared by R. Rodney Klien Anderson-Bogert Engineers & Surveyors, Inc.
4001 River Ridge Dr. N.E. Cedar Rapids, Iowa 52402 (319) 377-4629



- NOTES:**
- DISTANCES ARE IN FEET AND DECIMALS THEREOF.
 - BEARINGS HEREON ARE BASED UPON IOWA STATE PLANE NAD 83 NORTH ZONE.
 - TEMPORARY EASEMENT WILL EXPIRE UPON COMPLETION OF CONSTRUCTION AND ACCEPTANCE OF THE CITY OF CEDAR RAPIDS.

PROPRIETOR:
LINN COUNTY, IOWA
GPN: 14272-56004-00000

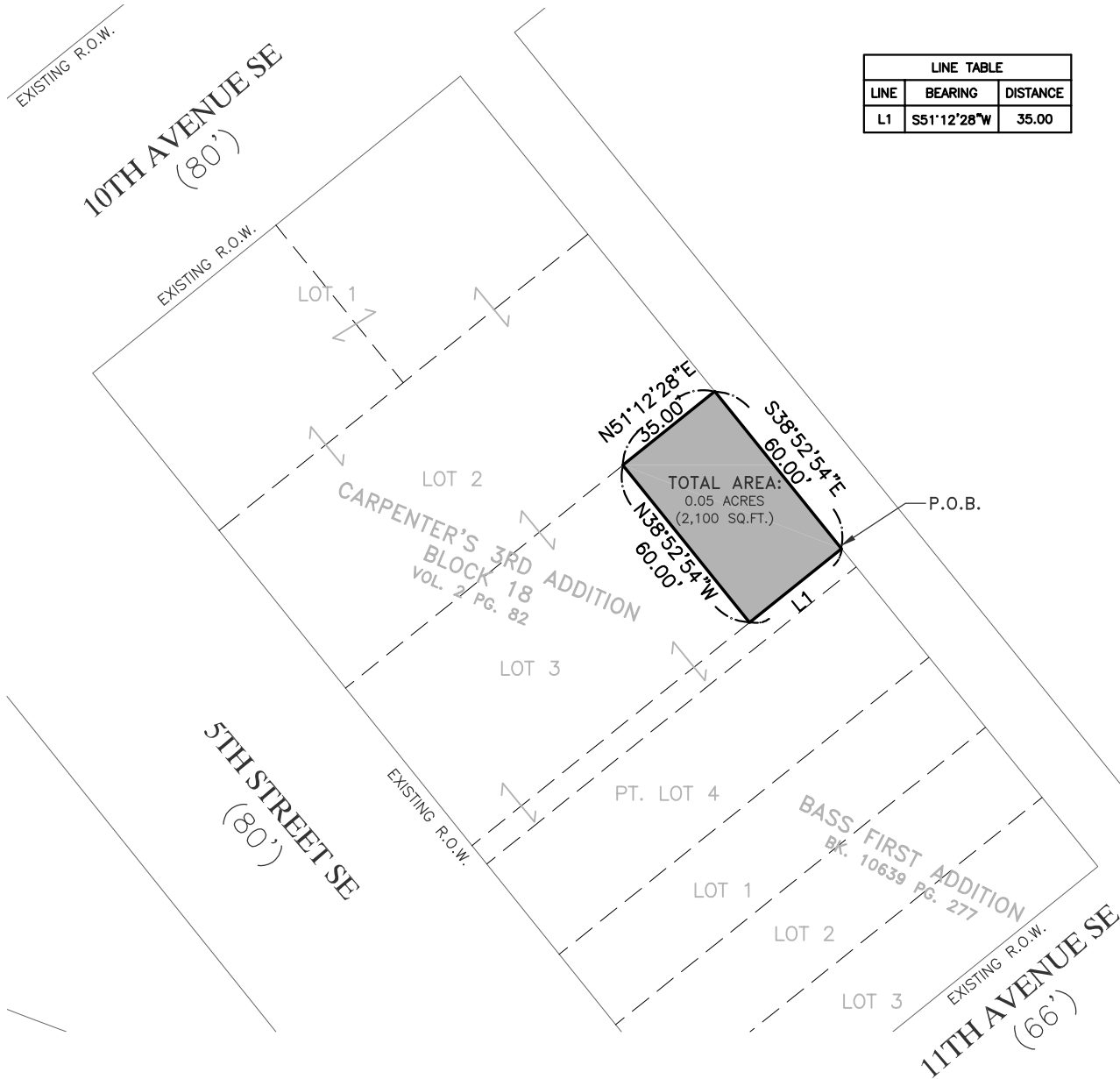
Legal Description

THE NORTHEAST 35.00 FEET OF LOT 3, BLOCK 18, CARPENTER'S 3RD ADDITION TO THE TOWN OF CEDAR RAPIDS, LINN COUNTY, IOWA.

PARCEL CONTAINS 0.05 ACRES (2,100 SQ.FT.) MORE OR LESS.

SUBJECT TO EXISTING EASEMENTS AND RESTRICTIONS OF RECORD.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S51°12'28"W	35.00



Legend

- Boundary Line —————
- Adjoining Lot Line - - - - -
- Section Line ————
- Building Setback Line ······
- Found 1/2" Rebar ●
- Set 1/2"x30" Rebar ○
- w/Orange Cap #18646
- Set Section/Quarter Corner △
- Found Section/Quarter Corner ▲
- Measured (M)
- Record (R)

SURVEY PERFORMED:
DECEMBER, 2021

LINN COUNTY, IOWA
PARCEL #5
Project Number: 219040

Drawn By: DCN
Date: 01/18/22
Approved By: RRK
Scale: 1"=50'
Field Book #335



Client:

ANDERSON BOGERT

Sheet No.
1
Of
1

DRAFT

NOT SUBMITTED

Reviewers cannot see your material until you submit your application. Once you have finished the last step, you will receive a confirmation message and ID number.

State Historical Society of Iowa

2021 Certified Local Government Annual Report

Linn County Planning & Development / Stephanie Lientz
935 2nd St SW
Cedar Rapids, IA 52404, United States
319-892-5138
stephanie.lientz@linncounty.org

Forms Edit

Certified Local Government Annual Report

* indicates a required field

Under the CLG Agreement with the State, local governments and their historic preservation commissions are responsible for submitting an annual report documenting the commission's preservation work and that they have met the requirements of the CLG program.

This annual report is also an important tool for your commission to evaluate its own performance and to plan for the coming year.

1. Name of the city, county, or land use district:

Please choose the name from the drop down table.

Linn County Historic Preservation Commission

2.

Did your commission undertake any projects for historic identification/survey, evaluation and or registration/nomination projects in this calendar year?

CLG Standards are in your local government's Certified Local Government (CLG) Agreement and the National Historic Preservation Act:

- 1) The CLG shall maintain a system for the survey and inventory of historic and prehistoric properties in a manner consistent with and approved by the STATE.
- 2) The CLG will review National Register nominations on any property that lies in the jurisdiction of its historic preservation commission.

Please upload any Iowa Site Inventory Forms or other survey materials produced during the year. Please do not upload any projects that were funded with a CLG or HRDP grant, mandated by the Section 106 review and compliance process, or National Register nominations as we already have these documents in our files.

yes

3.

Were any National Register of Historic Places (NRHP) properties in your City, County, or LUD were altered, moved, or demolished in this calendar year?

no

4. Does your local government designate local landmarks or local districts?

IMPORTANT: Most local governments do not have a program for local designation. If you have questions about whether you have a local designation program or not, please contact the CLG Coordinator at historic.preservation@iowa.gov before you complete this section.

No

5.

If you answered yes to the previous question, in this calendar year, what properties did your city place on its list of locally designated historic landmarks and/or historic districts? Please provide the historic name and address of each property

IMPORTANT: Most local governments do not have a program for local designation. If you have questions about whether you have a local designation program or not, please contact the CLG Coordinator at historic.preservation@iowa.gov before you complete this section.

REMINDER: Before local districts are designated by your city council, you must send the local nomination to the SHPO for review and comment. Please allow at least 45 days for review before the nomination is scheduled for city council review. The SHPO review takes place after your commission has approved the local district nomination and BEFORE it is placed on the city council's agenda.

N/A

5.1.

Please attach a copy of the final designation nomination(s) and ordinances(s) for these properties

6.

In this calendar year, what were the actions to revise, amend, change, or de-list a locally designated property? Please provide the name and address of the property(ies) and the action. If no action was taken, enter N/A

N/A

7.

Has your city or county passed other ordinances that directly or indirectly affect historic preservation?

no

8.

Did your city, county, LUD or its historic preservation commission undertake any of the following activities in this calendar year? Please think broadly about this question and include any activity (small or large) that facilitated historic preservation in your community. This is your opportunity to boast about your accomplishments and get credit for the great work you do!

CLG Standards found in CLG Agreement and National Historic Preservation Act:

1) The CLG will enforce all appropriate state and local ordinances for designating and protecting historic properties.

2) The CLG shall provide for adequate public participation in the local historic preservation programs.

a. Historic preservation planning. Examples include the development or revision of an preservation plan, development of a work plan for your commission, etc.|b. Provided technical assistance on historic preservation issues or projects. Examples include working with individual property owners, business owners, institutions to identify appropriate treatments and find appropriate materials, research advice, etc.|c. Sponsored public educational programming in historic preservation. Examples include training sessions offered to the public, walking tours, open houses, lectures, Preservation Month activities, etc.

8.1.

Describe the city, county, LUD, and/or historic preservation commission's historic preservation planning activities in this calendar year.

The Linn County Historic Preservation Commission (HPC) are continuing their work to complete the nomination process for the National Register listing of the Wickiup Hill Natural Area, as a Multiple Property listing. The nomination was presented to the State Historic Preservation Office in June 2020, and the listings were added to the National Register of Historic Places effective January 20, 2022. The Wickiup Hill nomination is based in the framework of the Rural Preservation Initiative (RPI) started in 2017 to address a problem whereby the county lacks a mechanism to introduce preservation planning to rural areas beyond the boundaries of existing city based CLGs. Because of this deficiency, historic preservation and planning professionals must take a proactive approach to inform property owners, stakeholders, and community members of the importance of their historic properties, the need for recognition and protection, and the resources available to assist them with protection. The goal is to complete National Register nominations of eligible projects in three categories including: rural towns and villages where the creation of CLGs is not possible; previously unrecorded historic farm/rural structures; and identified archaeological sites.

In addition to focusing on the RPI, the HPC will continue working on the creation of a demolition review policy for Linn County, researching protection and identification measures for our Pioneer Cemeteries, administering the Linn County Preservation Grant Program, and hosting virtual or in-person Preservation Month activities to highlight recent projects receiving grant funds from the Linn County Historic Preservation Grant Program.

The HPC has also been working on replacing and/or repairing the nine existing Lincoln Highway kiosks. HPC members worked diligently to design new kiosk signs, obtain estimates on replacement costs from different vendors, and ultimately were successful in replacing two of the kiosks which were damaged in the August 10, 2020 derecho storm. The HPC plans to continue working to repair and/or replace the remaining kiosks.

8.2.

Describe the city, county, LUD, and/or historic preservation commission's assistance on preservation issues or projects in this calendar year. Please be specific (address(es) of property(ies), what was the issue(s), what technical assistance was provided?).

The commission provided technical assistance and guidance at its annual Linn County Preservation Grant workshop, which was held virtually on March 6, 2021. The workshop is a great resource for representatives of Linn County non-profits who wish to apply for current or future grant funding for their preservation projects. Members of the commission were present at the meeting to answer questions about specific projects, to provide information related to the details of how the grant program functions, and discuss the purpose and benefits of preservation work.

8.3.

Describe the city, county, LUD, and/or historic preservation commission's public education programs in this calendar year.

Please provide specific details such as date of event, description of the event, how many people participated, whether the commission partnered with other organizations)

In honor of Preservation Month several Commission members produced videos showcasing some past projects that had received grant funding from the Linn County Historic Preservation Commission. The videos are available for viewing online:

<https://www.linncountyiowa.gov/1574/Past-Grant-Recipients>.

8.4.

If answer includes d. New or revised design standards and/or guidelines were developed and adopted during the calendar year,

Please upload the document here.

9.

Are there any particular issues, challenges, and/or successes your preservation commission has encountered or accomplished this year?

Due to the pandemic, the Commission transitioned to holding virtual meetings beginning in April 2020 and lasting until June 2021 when in-person meetings started again. Holding meetings virtually was initially challenging, however, commissioners were able to successfully administer the Grant Program, awarding grant funds totaling \$28,800.00. The grant application moved from paper to an online process for the first time this grant cycle. The Commission is still working to identify the next National Register nomination project. .

10.

What partnerships did your commission form or continue with other entities? (examples include local main street office, local school, historical society, library, museum, service club, etc.) If none, enter N/A

The Commission formed a new partnership with Linn County Conservation while working on the National Historic Register Nomination for Wickiup Hill, and formed partnerships with the Marion and Cedar Rapids Parks departments while working on the Lincoln Highway Kiosk replacement project.

11.

Did your historic preservation commission receive any grants (other than CLG or HRDP) this year? If so, please describe. If none, enter N/A

N/A

12. Does your commission have a website?

Yes

12.1. What is the website address?

<https://www.linncountyiowa.gov/137/Historic-Preservation>

13. Does your commission have a Facebook page?

No

14.

List dates of public commission meetings held (please note these are meetings actually held with a quorum, not just those that were scheduled).

CLG Standards found in CLG Agreement and National Historic Preservation Act:

- 1) The CLG will organize and maintain a historic preservation commission, which must meet at least three (3) times per year.
- 2) The commission will be composed of community members with a demonstrated positive interest in historic preservation, or closely related fields, to the extent available in the community.
- 3) The commission will comply with Iowa Code Chapter 21 (open meetings) in its operations.
- 4) Commission members will participate in state-sponsored or state-approved historic preservation training activities.

1/20/2021, 2/17/2021, 3/17/2021, 4/1/2021, 4/21/2021, 5/5/2021, 5/19/2021, 6/16/2021,
7/21/2021, 8/18/2021, 9/15/2021, 10/20/2021, 11/17/2021, 12/15/2021

15.

We recommend that the local government provide the commission a budget with a minimum of \$750 to pay for training and other commission expenses. In this calendar year, what was the dollar amount for the historic preservation commission's annual budget?

\$9,545.00

16. Where are your official CLG files located?

Certified Local Government files must be stored at city hall (for city commissions) or the county courthouse (for county commissions).

Jean Oxley Linn County Public Service Center, Planning
& Development Department

17.

Please list the names of the Historic Preservation Commissioners who served during this calendar year.

Patricia Soukup, Amanda Happel, Michael LeClere, Barbara Westercamp, Maura Pilcher, Dick Thomas, Steve Ciha, Todd McNall, Hilary Copeland-Marvin, Nancy Kraft, Robert Peterson

18.

Each CLG was asked to provide a work plan last year. Please provide a self-assessment of your progress on the initiatives and programs you identified last year. Were you able to accomplish much of what you set out to do? If not, what would help you fulfill this next year's work plan?

With public health concerns, continuing virtual meetings and transitioning back to in-person meetings in June 2021, the HPC certainly faced more challenges this year. Progress was made on many work plan items throughout the year, although most initiatives will remain on the next work plan. Even with the challenges and setbacks of this prior year, the commissioners remain committed to working to identify a new National Register nomination project, working on projects within their subcommittees, administering the Grant Program, and working to fulfill next year's work plan.

19.

Each commission should develop a work plan for the coming year. This work plan should include the project(s), initiatives and programs you plan to begin or complete. Also discuss your plan for obtaining historic preservation training in 2022. Please attach your work plan to your annual report.

[HPC FY22 Workplan.pdf](#)

20. Please update contact information about your 2022 Chief Elected Official.

Note: This is beginning January 2022. Please provide the information for the Mayor, Chairman of the Board of Supervisors, or President of LUD Trustees.

First and Last Name	Mailing Address	Phone Number	Email Address
Ben Rogers	935 2nd St SW, Cedar Rapids, IA 52404	319- 892- 5000	bd_supervisors@linncountyiowa.gov

21.

Please update contact information about your Staff Person for the Historic Preservation Commission.

This is a local government staff member and is required. Electronic and mailed communication is sent to the staff person and chair of the commission who will forward to the rest of the commission members.

First and Last Name	Job Title	Mailing Address	Phone Number	Email Address
Stephanie Lientz	Planning & Zoning Division Manager	935 2nd St SW, Cedar Rapids, IA 52404	319-892-5138	stephanie.lientz@linncountyiowa.gov

22.

Please complete the following and provide contact information about your 2022 Chairperson/Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the chair who will forward the information to the rest of the commission members.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
Maura Pilcher	523 Knollwood Dr SE, Cedar Rapids, IA 52403	319-651-1133		mlrpilcher@hotmail.com

22.1.

If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Local Historic District). If the commissioner does not represent a local historic district, enter N/A

N/A

22.2. Specify the month, day, and year that the commissioner's term will end.

12/31/2024

22.3.

Does this person serve as the Contact with the State Historic Preservation Office for the Commission?

No

23.

Please complete the following and provide information about your 2022 Vice Chairperson/Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
Michael LeClere	1157 Monticello Rd, Coggon, IA 52218	319- 929- 8113	319- 377- 7604	michaell@martingardnerarch.com

23.1.

If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Local Historic District). If the commissioner does not represent a local historic district, enter N/A

Most local governments do not have a program for local designation. If you have questions about whether you have a local designation program or not, please contact the CLG Coordinator at historic.preservation@iowa.gov before you complete this section.

N/A

23.2. Specify the month, day, and year that the commissioner's term will end.

12/31/2022

23.3.

Does this person serve as the Contact with the State Historic Preservation Office for the Commission?

No

24.

Please complete the following and provide information about your 2022 Secretary/Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
Amanda Happel	4314 Armar Dr SE Apt 10, Cedar Rapids, IA 52403	319-929- 4600		Amanda.happel@gmail.com

24.1.

If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Local Historic District). If the commissioner does not represent a local historic district, enter N/A.

N/A

24.2. Specify the month, day, and year that the commissioner's term will end.

12/31/2023

24.3.

Does this person serve as the Contact with the State Historic Preservation Office for the Commission?

No

25.

Please complete the following and provide information about your 2022 Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
Todd McNall	4336 Fox Meadow Dr SE, Cedar Rapids, IA 52403	319-360-2131		Tmcnall4336@gmail.com

25.1.

If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Local Historic District). If the commissioner does not represent a local historic district, enter N/A

N/A

25.2. Specify the month, day, and year that the commissioner's term will end.

12/31/2022

25.3.

Does this person serve as the Contact with the State Historic Preservation Office for the Commission?

No

26.

Please complete the following and provide information about your 2022 Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
Steven	5290 Sutton Rd,	319-533-		flyboy.slc@gmail.com

Ciha Central City, IA 4543
52214

26.1.

If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Local Historic District). If the commissioner does not represent a local historic district, enter N/A

N/A

26.2. Specify the month, day, and year that the commissioner's term will end.

12/31/2023

26.3.

Does this person serve as the Contact with the State Historic Preservation Office for the Commission?

No

27.

Please complete the following and provide information about your 2022 Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
Barbara Westercamp	3612 Timberline Dr, Cedar Rapids, IA 52402	319-431-6543		bwestercamp@appassoc.net

27.1.

If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Local Historic District). If the commissioner does not represent a local historic district, enter N/A

N/A

27.2. Specify the month, day, and year that the commissioner's term will end.

12/31/2022

27.3.

Does this person serve as the Contact with the State Historic Preservation Office for the Commission?

No

28.

Please complete the following and provide information about your 2022 Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
Robert Peterson	3232 Vine Ave SE, Cedar Rapids, IA 52403	319-364- 6859		1million@mediacombb.net

28.1.

If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Local Historic District). If the commissioner does not represent a local historic district, enter N/A

N/A

28.2. Specify the month, day, and year that the commissioner's term will end.

12/31/2024

28.3.

Does this person serve as the Contact with the State Historic Preservation Office for the Commission?

No

29.**Please complete the following and provide information about your 2022 Commissioner.**

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
Nancy Kraft	536 Greenfield St NE, Cedar Rapids, IA 52402	319-360- 5387		nancyekraft@gmail.com

29.1.

If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Local Historic District). If the commissioner does not represent a local historic district, enter N/A.*

N/A

29.2. Specify the month, day, and year that the commissioner's term will end.*

mm/dd/yyyy

12/31/2024

29.3.

Does this person serve as the Contact with the State Historic Preservation Office for the Commission?*

no

30.**Please complete the following and provide information about your 2022 Commissioner.**

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
Hilary Copeland- Marvin	925 11th St, Marion, IA 52302	319-594- 1073		haqcopeland@hotmail.com

30.1.

If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Local Historic District). If the commissioner does not represent a local historic district, enter N/A.*

N/A

30.2. Specify the month, day, and year that the commissioner's term will end.

MM/DD/YYYY

12/31/2022

30.3.

Does this person serve as the Contact with the State Historic Preservation Office for the Commission?*

no

31.

Please complete the following and provide information about your 2022 Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

32.

Please attach biographical sketches for commissioners who were newly appointed in 2021.

Please be sure newly appointed commissioners sign and date their statement. The form to use for this can be found in the "Attachments" section. You will need to upload in both locations.

BIOGRAPHICAL SKETCH.docx

33.

Does your commission have any vacancies? If so, how many? If you have no vacancies, enter N/A.

N/A

34. Please complete the Commission Training Table.

An important requirement of the Certified Local Government program is annual state-sponsored (such as the Preserve Iowa Summit) or state-approved training undertaken by at least one member of the historic preservation commission and/or staff liaison. In this table, provide information about the commissioners' involvement in historic preservation training, listing the name of the conference, workshop or meeting (including online training opportunities); the sponsoring organization; the location and date when the training occurred. Be sure to provide the names of commissioners, staff, and elected officials who attended.

Name of Event	Sponsor Organization	Location	Date	Names of Attendees
Preserve Iowa Summit	Iowa State Historic Preservation Office	Virtual	June 3-5	Maura Pilcher, Amanda Happel, Barbara Westercamp, Michael LeClere, Hilary Copeland-Marvin
PastForward	National Trust for Historic Preservation	Virtual	November 2-5	Maura Pilcher

35.

Who of your commission members, staff, and/or elected officials attended the Preserve Iowa Summit? If so, please provide their names.

Please note this must be completed. If no one attended, enter none.

Maura Pilcher, Amanda Happel, Barbara Westercamp, Michael LeClere, Hilary Copeland-Marvin

36. Signature page

The form to use for this can be found in the "Attachments" section. You will need to upload in both locations.

2021 CLG Annual Report_BOS Signature Page.pdf

ATTACHMENTS Edit**Ordinances/Resolutions**

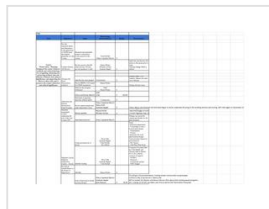
If you have a new ordinance/resolution or have changed your existing ordinance/resolution, upload it here.

 [no file]**Ordinances/Resolutions** [no file]**Survey Materials**

If you have produced Site Inventory Forms or a survey in the calendar year, please upload it here

 [no file]**Work plan**

Please upload the upcoming year's work plan here.



HPC FY22 Workplan.pdf

Biographical Sketches for New Commissioners

If you have new commissioners, please upload their Biographical Sketches here. Please make sure that they are signed. The form can be downloaded from here:

<https://drive.google.com/file/d/1GDBtPLv2an2sXho54yJfZRT13bwL4RFZ/view?usp=sharing>



BIOGRAPHICAL SKETCH.docx

Supplementary Material

Upload any supplementary material here

 [no file]**Supplementary Material 2**

Upload any supplementary material here

 [no file]

Supplementary Material 3

Upload any supplementary material here

[no file]

Elected Official's Signature Page

Please schedule a time to present your annual report to your city council or Board of Supervisors. Ask your elected official to sign the signature page and upload here.

The form can be downloaded from here: <https://drive.google.com/file/d/1YcetiR-inEjVfvoUWn3A5czCeim2m-XC/view?usp=sharing>



2021 CLG Annual Report_BOS Signature Page.pdf

Certified Local Government Annual Report

Name of Certified Local Government: Linn County

Stephanie Lantz
Signature of person who completed this report

2/4/2022
Date

I certify that a representative of the historic preservation commission has attended a public meeting and presented the details of this report to the city council (city CLG) or the Board of Supervisors (county CLG).

February 7, 2022
Date of public meeting

Signature of ~~Mayor or~~ Chairman of the Board of Supervisors

Date

Printed Name of Elected Official

Please upload this completed form with your annual report on SlideRoom.

Thank you.



Title VI Non-Discrimination Agreement
Iowa Department of Transportation
and
Linn County

Agency Information

Name and title of administrative head:

Name: Ben Rogers Title: Chairperson, County Board of Supervisors

Address: 935 Second Street SW

City: Cedar Rapids State: IA ZIP Code: 52404 County: Linn

Phone/FAX: 319-892-5000 Email: ben.rogers@linncountyiowa.gov

Name and title of designated Title VI coordinator:

Name: Bradley J. Ketels Title: County Engineer

Address: 1888 County Home Road

City: Marion State: IA ZIP Code: 52302 County: Linn

Phone/FAX: 319-892-6400/6419 Email: brad.ketels@linncountyiowa.gov

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

Title VI Program

I. Organization and staffing

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

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

II. Assurances required

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

III. Implementation procedures

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

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

The LPA shall:

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

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

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

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

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

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

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

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

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

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

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

Iowa Department of Transportation
Office of Employee Services – Civil Rights
800 Lincoln Way
Ames, Iowa 50010
515-239-1422
515-817-6502 (fax)
dot.civilrights@dot.iowa.gov

5. **Notice of Receipt:** All complaints shall be referred to the LPA's Title VI coordinator for review and action. Within 10 days of receipt of the discrimination complaint, the coordinator shall issue an initial written Notice of Receipt that:
- a) Acknowledges receipt of the discrimination complaint.
 - b) Advises the complainant of his/her right to seek representation by an attorney or other individual of his or her choice in the discrimination complaint process.
 - c) Contains a list of each issue raised in the discrimination complaint.
 - d) Advises the complainant of the timeframes for processing the discrimination complaint and providing a determination.
 - e) Advises the complainant of other avenues of redress of their complaint, including the Iowa DOT, FHWA, USDOT and USDOJ.
6. **Notification of the Iowa DOT of a complaint:** The LPA shall advise the Iowa DOT within 10 business days of receipt of the complaint. Generally, the following information will be included in every notification to the Iowa DOT.
- a) Name, address and phone number of the complainant.
 - b) Name(s) and address(es) of alleged discriminating official(s).
 - c) Basis of complaint (i.e., race, color, national origin, gender).
 - d) Date of alleged discriminatory act(s).
 - e) Date of complaint received by the LPA.
 - f) A statement of the complaint.
 - g) Other agencies (state, local or federal) where the complaint has been filed.
 - h) An explanation of the actions the LPA has taken or proposed to resolve the issue identified in the complaint.

7. **Processing a complaint and time-frame:** The total time allowed for processing the discrimination complaint is 90 calendar days from the date the complaint was filed. There is no extension available at this level. This time-frame includes 60 calendar days at the LPA level and 30 days for review at the state level, if needed.

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

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

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

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

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

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

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

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

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

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

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

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

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

V. Sanctions

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

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

IOWA DEPARTMENT OF TRANSPORTATION

LINN COUNTY

Signature

Printed Name and Title

Date

Signature

Ben Rogers, Chairperson County Board of Supervisors

Printed Name and Title

Date

Title VI Non-discrimination Policy Statement

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

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

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

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

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

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

The LPA's _____ County Engineer _____, is responsible for initiating and monitoring Title VI activities, preparing reports and performing other responsibilities, as required by 23 C.F.R. § 200 and 49 C.F.R. § 21.

Signature

Ben Rogers, Chairperson County Board of Supervisors

Printed Name and Title

Date

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

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

Statutory/Regulatory Authorities

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

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

General Assurances

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

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

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

Specific Assurances

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

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

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

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

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

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

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

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

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

(Name of Recipient)

by _____
(Signature of Authorized Official)

DATED _____

APPENDIX A

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

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

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

(HABENDUM CLAUSE)

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

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

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

APPENDIX C

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

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

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, _____ will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the _____ will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the _____ and its assigns.*

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

APPENDIX D

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

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

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

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

APPENDIX E

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

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

LINN COUNTY 2022
CULVERTS RESULTS

LINN COUNTY 2022
CULVERT RFP RESULTS

CONTECH ES

Descr.	Dia. (Inches)	Length (Ft)	Qty	Price Per Each (Spiral)	Price Per Each (Annular)	Quantity of Bands	Price Per Band
CMP Round	15	24	40	\$ 460.80	\$ 532.80	0	
CMP Round	18	24	40	\$ 576.00	\$ 666.00	10	\$ 60.00
CMP Round	24	24	20	\$ 729.60	\$ 843.60	0	
CMP Round	30	24	0			0	
CMP Round	36	24	0			0	
CMP Round	48	24	0			0	

METAL CULVERTS, INC

Descr.	Dia. (Inches)	Length (Ft)	Qty	Price Per Each (Spiral)	Price Per Each (Annular)	Quantity of Bands	Price Per Band
CMP Round	15	24	40	\$ 501.60	\$ 514.80	0	
CMP Round	18	24	40	\$ 595.20	\$ 610.80	10	\$ 49.60
CMP Round	24	24	20	\$ 796.80	\$ 818.40	0	
CMP Round	30	24	0			0	
CMP Round	36	24	0			0	
CMP Round	48	24	0			0	

ILLOWA CULVERTS

Descr.	Dia. (Inches)	Length (Ft)	Qty	Price Per Each (Spiral)	Price Per Each (Annular)	Quantity of Bands	Price Per Band
CMP Round	15	24	40		\$ 446.40	0	
CMP Round	18	24	40		\$ 558.00	10	\$ 46.50
CMP Round	24	24	20		\$ 706.80	0	
CMP Round	30	24	0		\$ 1,152.40	0	
CMP Round	36	24	0		\$ 1,689.60	0	
CMP Round	48	24	0			0	

STETSON BUILDING SUPPLIES

Descr.	Dia. (Inches)	Length (Ft)	Qty	Price Per Each (Spiral)	Price Per Each (Annular)	Quantity of Bands	Price Per Band
CMP Round	15	24	40	NO BID		0	
CMP Round	18	24	40			10	NO BID
CMP Round	24	24	20			0	
CMP Round	30	24	0			0	
CMP Round	36	24	0			0	
CMP Round	48	24	0			0	

Entrance Culverts

NO.	DESCRIPTION	TYPE OF MATL	QTY	UNIT	UNIT PRICE	TOTAL
1	15" Round	CMP	400	LF	\$ 21.12	\$ 8,448.00
2	18" Round	CMP	400	LF	\$ 26.40	\$ 10,560.00
3	24" Round	CMP	0	LF	\$ 33.50	\$ -

NO.	DESCRIPTION	TYPE OF MATL	QTY	UNIT	UNIT PRICE	TOTAL
1	15" Round	HDPE	400	LF	\$ -	\$ -
2	18" Round	HDPE	400	LF	\$ -	\$ -
3	24" Round	HDPE	0	LF	\$ -	\$ -

Entrance Culverts

NO.	DESCRIPTION	TYPE OF MATL	QTY	UNIT	UNIT PRICE	TOTAL
1	15" Round	CMP	400	LF	\$ 23.40	\$ 9,360.00
2	18" Round	CMP	400	LF	\$ 27.80	\$ 11,120.00
3	24" Round	CMP	0	LF		\$ -

NO.	DESCRIPTION	TYPE OF MATL	QTY	UNIT	UNIT PRICE	TOTAL
1	15" Round	HDPE	400	LF	\$ 12.25	\$ 4,900.00
2	18" Round	HDPE	400	LF	\$ 16.30	\$ 6,520.00
3	24" Round	HDPE	0	LF	\$ 27.90	\$ -

Entrance Culverts

NO.	DESCRIPTION	TYPE OF MATL	QTY	UNIT	UNIT PRICE	TOTAL
1	15" Round	CMP	400	LF	\$ 22.50	\$ 9,000.00
2	18" Round	CMP	400	LF	\$ 28.00	\$ 11,200.00
3	24" Round	CMP	0	LF		\$ -

NO.	DESCRIPTION	TYPE OF MATL	QTY	UNIT	UNIT PRICE	TOTAL
1	15" Round	HDPE	400	LF	\$ 30.00	\$ 12,000.00
2	18" Round	HDPE	400	LF	\$ 35.00	\$ 14,000.00
3	24" Round	HDPE	0	LF	\$ 40.00	\$ -

Entrance Culverts

NO.	DESCRIPTION	TYPE OF MATL	QTY	UNIT	UNIT PRICE	TOTAL
1	15" Round	HDPE	400	LF	\$ 15.4805	\$ 6,192.20
2	18" Round	HDPE	400	LF	\$ 21.052	\$ 8,420.80
3	24" Round	HDPE	0	LF	\$ 40.00	\$ -



SERVICE AGREEMENT
Linn County Mental Health Center
20220131-1
Prepared for Erin Foster
Proposal written by Ryan Welty

31 January 2021



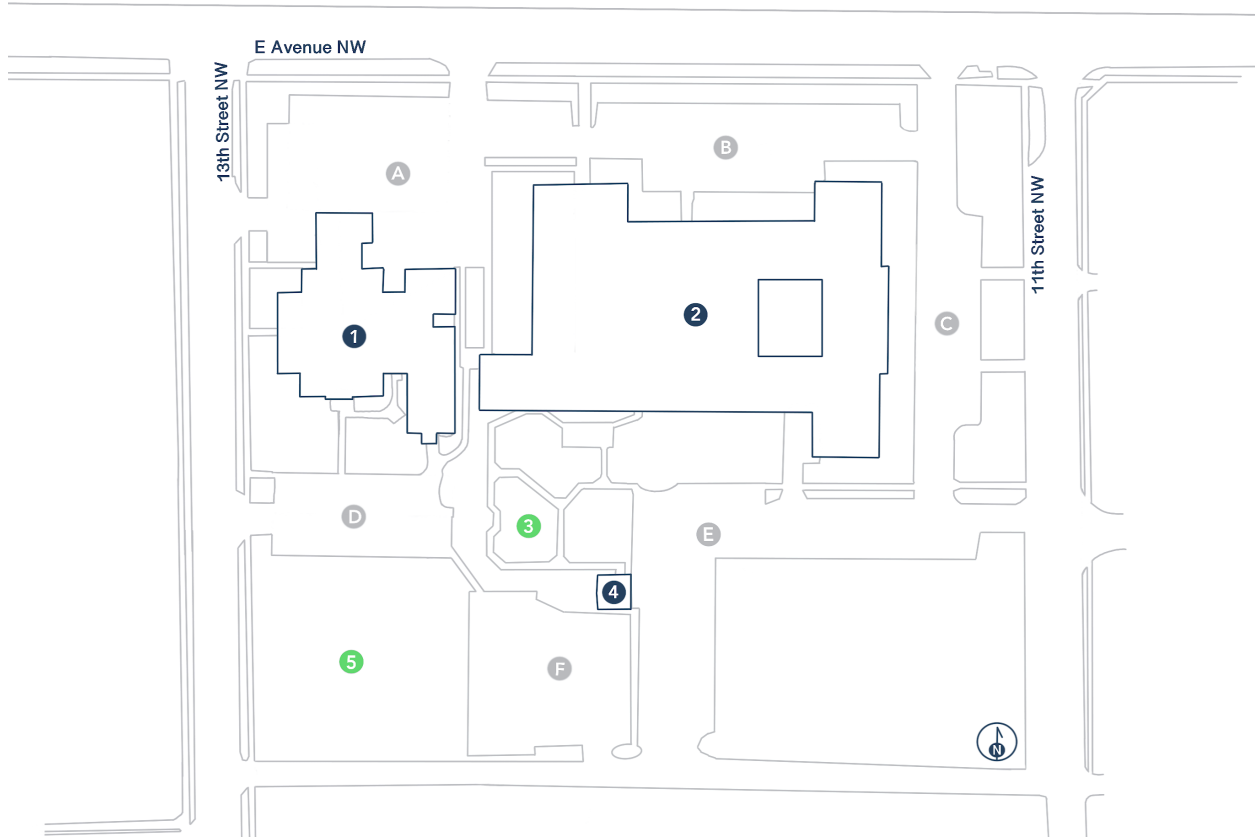
[PAGE INTENTIONALLY LEFT BLANK]



TABLE OF CONTENTS

SITE MAP	4
KEY	4
INTENTIONS	5
SITE OVERVIEW	5
RELEVANT EXPERIENCE	5
PROPOSED SECURITY PLAN	5
CAPACITIES	5
SECURITY AUDIT	5
SCHEDULE	6
SCOPE OF WORKS	6
NECESSARY EQUIPMENT	6
FINANCIAL ANALYSIS	7
FINANCIAL TERMS	7
WEEKLY BILLING TERMS	7
ITEMIZED ANNUAL BASE PROPOSAL	7
ADDITIONAL FINANCIAL CONSIDERATIONS	7
LEGAL TERMS	8
PARTIES INVOLVED	8
CONFIDENTIALITY	8
NON-COMPETITIVE EMPLOYMENT	8
OBLIGATIONS	8
CANCELTION FOR CAUSE	8
STATEMENT OF LIABILITY	8
GLOSSARY	10
ADDENDUM	11

SITE MAP



KEY

1	Linn-County Mental Health	A	North-West Parking Area
2	ABBE Center	B	North Parking Area
3	Playground	C	East Parking Area
4	Unknown Structure	D	West Parking Area
5	Tennis Courts	E	South-East Parking Area
		F	South-West Parking Area

INTENTIONS

Anaheim Security intends to provide a security implementation for the Linn-County Mental Health Center's Cedar Rapids campus.

SITE OVERVIEW

The Linn-County Mental Health Center's Cedar Rapids campus as outlined via site map. An on-site assessment has been scheduled for January 18th 2021 to evaluate the campus's overall risk and needs.

Primary point of contact: Erin Foster

RELEVANT EXPERIENCE

The Reserve on 66th

Industry: Student Housing

Capacity: Post

Resolved Issues: Noise violations, Assaults, Homicide, Drug Trafficking, Sexual Predators

Key disciplines: De-escalation, Conflict resolution
Attention to detail

College Community School District

Industry: Educational Institution

Capacity: Patrol

Resolved Issues: Property Damage, Gang Activity, Simple Assaults

Key disciplines: Attention to detail, Prudence, Restraint

PROPOSED SECURITY PLAN

CAPACITIES

Anaheim Security will assume control of security operations in regards to patrol of; buildings, grounds, perimeter, and surveillance for The Linn-County Mental Health Center's Cedar Rapids Campus between 16:00 PM and 08:00 AM conducting full patrols as outlined within the scope of work. Operations are requested to begin March 1st, 2022.

SECURITY AUDIT

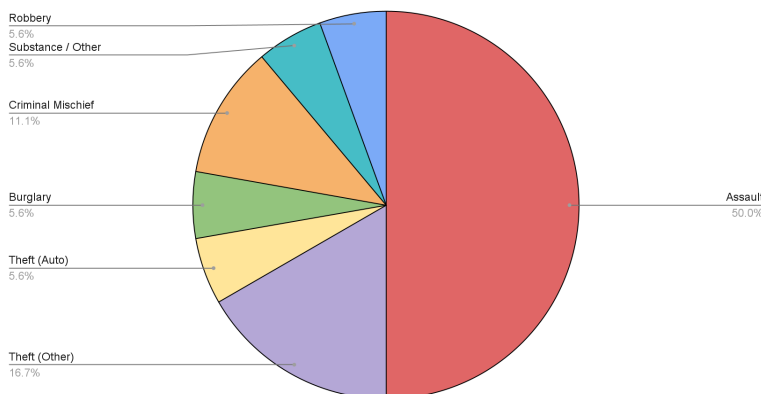
18 unique criminal events were identified to have occurred on site with an additional 22 occurrences taking place in the immediate vicinity. Assaults and Violent Crimes accounted for 55.6% of localized activity.

Ambient occurrences are predominantly theft with a minor amount of violent activity. The Linn-County Mental Health Center is responsible for the majority of reported violent activity in the immediate vicinity.

Overall we have determined the client to be categorized as moderate to high risk due to high ratio of violent activity in addition to the nature of services being performed.

Reported Crime By Type

501 13th St NW Cedar Rapids, Iowa 52405: 1/10/2021 - 1/9/2022



Source: Motorola CityProject

SCHEDULE

	0	0	1	1	1	1	1	1	1	1	1	1	1	2	2	2	2	0	0	0	0	0	0	0	0	0
	8	9	0	1	2	3	4	5	6	7	8	9	0	0	1	2	3	0	1	2	3	4	5	6	7	0
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MON													PSO-1				PSO-2									
TUES													PSO-1				PSO-2									
WED													PSO-1				PSO-2									
THURS													PSO-1				PSO-2									
FRI													PSO-1				PSO-2									
SAT													PSO-3				PSO-4									
SUN													PSO-3				PSO-4									

Staff are to be assigned between two scheduling windows: 16:00-00:00 and 00:00-08:00. We are proposing an additional two hours than requested daily to support two full time assigned staff, this will account for 16 hours rather than the requested 14 which would only afford 7 hours per shift per officer.

SCOPE OF WORKS

Anaheim Security staff will assume daily responsibility for the following; Perimeter Patrols, Auxiliary Area Security, External Building patrols, Office Patrols, Resident and Staff Escort(s), Standard Reporting, and General Documentation. Services can begin as soon as March 1st 2022. Activities are to be performed as outlined on page 11: Addendum: "Scope of service for MHAC security", unless future modifications are necessary. Anaheim staff will defer to the judgment of Linn County mental health, Foundation 2, and/or ABBE Center staff as necessary prior to physical interdiction as an additional step to the use of force continuum. Scope may be adjusted to reflect the needs of partner organizations.

Outline of Service

Post Duration: 16 Hours

Number of Shifts: 2

Daily Time on Site: 16:00 - 08:00

Schedule: Monday - Sunday

SCOPE ADJUSTED PER PAGE 11: ADDENDUM

NECESSARY EQUIPMENT

The following items are to be accessible to all assigned staff at all times: Flashlight, City-Wide Radio, Medical Equipment, Nitrile Gloves, O.C. Spray, and Checkpoint-reader while patrolling campus. Signage is available to be posted in common areas and around the perimeter of the campus at the client's discretion. The Anaheim Dispatch number would be distributed to all necessary parties.

**FINANCIAL ANALYSIS****FINANCIAL TERMS**

The final four weeks' service is required as a down-payment prior to the initiation of security operations. Monthly invoices of 1/52nd of the annualized total will be sent the 1st of each month due: Net 30. Rates provided include applicable local and state taxes. All service agreements assume a minimum annual inflation of 2%. Discounts will be applied according to the Service agreement duration. Credit references may be required.

WEEKLY BILLING TERMS

	12 Month Agreement	24 Month Agreement	36 Month Agreement
Year 1	\$4,408.14	<u>\$3,643.09</u>	\$3,643.09
Year 2		<u>\$3,715.95</u>	\$3,715.95
Year 3			\$3,790.27

All service agreements assume an annual increase of 2% to account for average inflation.

ITEMIZED ANNUAL BASE PROPOSAL

Total Annual Hours: 5,840
Required Staff: 2.8 Full Time Equivalent

Security Base Wage(\$16/Hour):	\$93,440.00
Qualification Limit (\$18/Hour):	\$11,680.00
Payroll Tax / SSI / Med.:	\$10,512.00
Health Insurance:	\$38,976.38
Workers Comp:	\$3,216.67
General Liability:	\$4,204.80
Communications Equipment:	\$1,200.00
Continued Training:	\$2,946.26
<u>Gross Profit (20%):</u>	<u>\$33,235.22</u>
Sub-Total:	\$199,411.35
Applied Discount (5%):	-\$9,970.57
24 Month Agreement Adjustment:	N/A
Total:	\$189,440.78
Year One Weekly Billing:	\$3,643.09

*Itemization outlines year one finances of 24 month agreement

ADDITIONAL FINANCIAL CONSIDERATIONS

Anaheim Security staff are paid a base rate of \$16/hour as well as an hourly qualification rate as listed below:

Additional Hourly Costs for qualifications:

- Supervisor: \$2.00/hour
- 2nd Shift: \$0.25/hour
- 3rd Shift: \$0.50/hour
- Certified EMT: \$0.50/hour
- Prior Military / LEO: \$0.50/hour
- Exceptional Security Experience: \$0.50/hour
- Tenure;
 - 2000 Hours: \$0.50/hour
 - 4200 Hours: \$0.50/hour
 - 8400 Hours: \$1.00/hour
- Foreign Language Fluency: \$0.25/hour

**LEGAL TERMS****PARTIES INVOLVED****Party One:**

The Anaheim Corporation
 (DBA: Anaheim Security)
 240 33rd Ave SW Ste. E Cedar Rapids, Iowa 52404
 Authorized by: Ryan Welty

Party Two:

County of Linn, Iowa
 DBA. Linn County Access Center / Linn County
 Community Services
 1240 26th Avenue Court SW, Cedar Rapids, Iowa
 52404
 Authorized by: Erin Foster

CONFIDENTIALITY

Party One agrees to maintain the privacy of any critical information(s) such as compensations, terms, detailed activities, or proprietary information obtained or observed through the services outlined within this agreement.

Party Two agrees and acknowledges the contents of this agreement to be proprietary in nature, the disclosure of which may incur irreparable financial and corporate damages to Party One.

NON-COMPETITIVE EMPLOYMENT

Party Two agrees to seek the consent of Party One prior to the offer, acceptance, or employment of any employee, contractor, or affiliate of Party One.

OBLIGATIONS

For valuable consideration, the parties agree to the following:

Party One agrees to provide security services on the agreed frequency and duration outlined on page 6: Scope of Works. Party One agrees to provide a copy of this agreement to Party Two and to maintain a copy for future reference by either party. Party One agrees to provide sufficient notice of changes in mailing address or any changes in contact information.

Party Two agrees to accept services as specified herein service agreement 20220131-1; party two has read and understands services as described in addition to payment amount(s), payment terms, and penalties. Party Two agrees to maintain updated contact information and address with Party One.

Contract Date: 1 March 2022
 Duration: 24 Months
 Completion Date: 28 February 2022

No modifications of this agreement shall take effect without written consent of all parties involved. This agreement binds and benefits both parties and any successors and assigns. This document, including any attachments, is the entire agreement and obligation between the all parties as governed by the laws of the State of Iowa and supersedes any prior document or obligation.

Payments as determined on page 6: Financial terms are confirmed herein.

A deposit of \$14,963.80 will be required prior to service(s) rendered, of which will be attributed to the final 4 weeks of service.

Party two acknowledges an obligation of 52 payments of \$3,643.09 and 48 subsequent payments of \$3,715.95.

Payment(s) made in advance shall be applied against any outstanding balance before being attributed to future payment(s).

Party Two agrees and acknowledges that invoices are to be paid Net 30. Delinquent payments are to be subjected to a penalty of 10% of the account's outstanding balance.

Notice of service termination must be provided not less than thirty(30) calendar days prior to service termination.

A cancellation fee will be applied of 35% of the total remaining agreement value unless a valid claim of *Cancellation for Cause* is provided and ratified by both parties. Should Party Two cease operations or close their Cedar Rapids facilities, Party Two shall be found faultless, accepting only financial liabilities for outstanding costs and obligations incurred by Party One directly associated with services rendered.

CANCELANCATION FOR CAUSE

Should Party One, through neglect or inaction, continually fail to provide a good faith effort in performing activities as described within the provided Scope Of Work, Party Two shall be found faultless and afforded the opportunity of service termination upon request with no less than thirty(30) days notice of intent to terminate. Party Two agrees to make known all deficiencies or faults of service in addition to affording sufficient opportunity to Party One to rectify and resolve items as presented.

STATEMENT OF LIABILITY

Party Two indemnifies Party One for any activity, actions, discourse, or responsibility that is not outlined within service agreement 20220131-1.

By signing below, as an authorized representative I hereby acknowledge and accept all terms and conditions as outlined within this document..

 Signature: Party One

 Printed Name: Party One

 Date

 Signature: Party Two

 Printed Name: Party Two

 Date



[END OF AGREEMENT]

GLOSSARY

AAR: Agent Activity Report, Regular logs including patrol times, locations, and observations.

Access Control: The physical regulation of passage through a given point or area.

Related term: **Ingress**: The act, method, or location used in gaining entry to a specific location.

Egress: The act, method, or location used in making an exit from a specific location.

COV: Company Owned Vehicle, Designation for any vehicle owned or operated by The Anaheim Corporation

CCTV: Closed Circuit Tele-vision, System in place for monitoring security cameras

Dispatch: The role or effort of providing organizational assistance and information transfer between members of Anaheim Staff in addition to other relevant parties.

FTE: Full Time Equivalent, The approximate number of required staff assuming 40 hours weekly.

MDCE: Multi-Directional Communications Equipment, Radio equipment located either within a patrol vehicle or with an assigned Patrol Officer.

NLT: No later than

Patrol: The scheduled physical evaluation and examination of an assigned area or location conducted by foot or vehicle in search of specific or generalized abnormalities.

PSO: Private Security Officer, Proper Job Title for an assigned security contractor.

PV: Patrol Vehicle, Anaheim Security provided vehicle to be used in conducting security operations.

Security Operations Center (S.O.C.): The centralized location for both security contractors, key security equipment and other approved parties.

Surveillance: The specific static observation of a location, area, group, or individual through any physical or digital means.

Related term: **Survey**: A brief visual observation of an area by either foot or vehicle.

SOC: Security Operations Center, the centralized point in which security personnel consolidate data, information, schedules, equipment, and necessities for sustained activity.

SOP: Standard Operating Procedure(s), Guide to all employee activities

SOW: Scope of Work



ADDENDUM

Scope of service for MHAC Security

From start of shift until 10:00 pm

- Located towards the front of the building with Foundation 2 staff
- Hourly walk around the interior of the building to make sure Penn Center staff doesn't need anything
- Exterior walk around as needed
- At 10:00 pm shift change, walk Foundation 2 to vehicles as needed
- Assist with dispatching Law Enforcement as needed
- Be available for other safety things as needed
- General Issues that may arise
 - Loitering in waiting room (very rare)
 - Loitering in parking low (happening more often as reported by F2 staff)

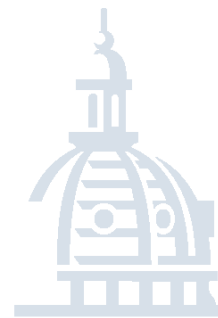
From 10:00 pm through end of shift

- Located towards Patient side of building with Penn Center Staff
- Hourly walk around the interior of the building to make sure lights stay on
- Exterior walk around as needed
- Before and during 11:00 pm shift change, walk Penn center to and from vehicles as needed
- Assist with dispatching Law Enforcement as needed
- Be available for other safety things as needed

From 7:00-8:00 AM

- Exterior walk around asking those who have been camping outside Abbe or Mental Health Access Center to pack up items and move along.

LZ	SW	BR	Organization Name	Project Name	Amount Requested	LZ Amt	SW Amt	BR Amt	Average	Rounding	Award
x	x	x	Families Helping Families of Iowa	Providing Shoes for Linn County Children in Foster Care	\$2,500.00	\$2,000.00	\$ 2,000.00	\$2,500.00	\$2,167.00	\$333.00	\$2,500.00
	x	x	Peer Action Disability Support (PADS)	ADA Celebration	\$3,500.00		\$ 3,500.00	\$3,500.00	\$3,500.00		\$3,500.00
x	x	x	Mount Mercy University Jump Start Academy	Jr. WNBA & Jr. NBA	\$5,000.00	\$5,000.00	\$ 3,000.00	\$5,000.00	\$4,333.00	\$167.00	\$4,500.00
x	x		Alburnett Lions Club	Community Sign	\$4,950.00	\$3,000.00	\$ 3,000.00		\$3,000.00		\$3,000.00
	x	x	Cedar Rapids Public Library Foundation	Dolly Parton's Imagination Library (DPIL)	\$2,500.00		\$ 2,000.00	\$2,500.00	\$2,250.00	\$250.00	\$2,500.00
			Freedom Foundation	Veterans Emergency Assistance Program	\$3,500.00						
		x	Sleep in Heavenly Peace, Inc	No Kid Sleeps on the Floor in Our Town! IA-Cedar Rapids Marion	\$5,000.00			\$5,000.00			
			VALOR, Inc dba Five Seasons Stand Down	Stand Down 2022	\$2,000.00						
	x	x	Cedar Rapids Community Schools Foundation	McKinley Outdoor Learning Lab	\$1,650.00		\$ 1,650.00	\$1,650.00	\$1,650.00		\$1,650.00
			Community Theatre of Cedar Rapids, Inc.	Education Tuition Support at TCR	\$2,500.00		\$ 2,500.00				
			The Arc of East Central Iowa	Direct Service Professional Lending Library	\$5,075.00						
x			Discovery Living, Inc.	CPR Certification for DSPs	\$1,942.00	\$1,942.00					
			Hiawatha Public Library	Read Beyond the Beaten Path	\$500.00						
x			Big Brothers Big Sisters of Cedar Rapids and East Central Iowa	Big Futures	\$3,000.00	\$2,000.00					
x			Cedar Valley Habitat For Humanity	Faith Build	\$10,000.00	\$5,000.00					
			Friends of Marion Carnegie Library	Dolly Parton Imagination Library	\$2,500.00						
	x	x	African American Museum of Iowa	We Are Here to Educate!	\$5,000.00		\$ 5,000.00	\$5,000.00	\$5,000.00		\$5,000.00
			Mount Vernon Area Arts Council	Chainsaw Art Story Trail	\$8,330.00						
	x	x	Willis Dady Homeless Services	Homelessness Prevention and Street Outreach	\$5,000.00		\$ 5,000.00	\$5,000.00	\$5,000.00		\$5,000.00
x	x		Central City Senior Dining	Walk In Cooler Repairs	\$5,500.00	\$5,000.00	\$ 5,000.00		\$ 5,000.00		\$5,000.00
	x	x	Young Parents Network Incorporated	Eastern Iowa Diaper Bank	\$4,000.00		\$ 2,000.00	\$4,000.00	\$3,000.00	\$350.00	\$3,350.00
	x	x	Area Substance Abuse Council	Youth Residential Updates	\$4,996.00		\$ 2,000.00	\$4,500.00	\$3,250.00	\$250.00	\$3,500.00
x			Trees Forever	Growing Futures Support and TreeKeeper Training	\$10,000.00	\$5,000.00					
x		x	Troy Mills Historical Society	UV Protection for Museum Windows	\$5,007.00	\$5,000.00		\$5,000.00	\$5,000.00		\$5,000.00
			Friends of the Family	Safe Shelter & Housing Stability	\$4,000.00						
	x		NewBo City Market	Expanding Resources to Serve Refugee Farmers	\$4,000.00		\$ 4,000.00				
			Hawkeye Area Council, Boy Scouts of America	COPE Challenge Course Equipment	\$2,200.00						
			Thrive Together Today	Thriving Drag Pride 2022	\$2,635.00						
			Junior Achievement of Eastern Iowa	Building Futures â€” Inspiring Dreams	\$3,497.00						
x			Eastern Iowa Health Center	Reach Out and Read	\$2,088.00	\$2,000.00					
			Ely Public Library	Enrich the Pantry	\$2,000.00						
x	x		Riverview Center	Linn County Sexual Assault/Abuse Crisis Intervention Project	\$5,000.00	\$5,000.00	\$ 5,000.00		\$ 5,000.00		\$5,000.00
			Girl Scouts of Eastern Iowa and Western Illinois	Girl Scouts Outreach Initiative in Linn County	\$2,000.00						
			The ALS Association Iowa Chapter	Quality of Life Grant Program	\$10,000.00						
	x		The Sunrise Movement of Cedar Rapids Community Action Fund	Solar+Battery at Paul Engle Center	\$11,500.00		\$ 5,000.00				
			Clothe-A-Child, Inc.	FY22 Clothe-A-Child event	\$5,000.00						
		x	We Care Daycare INC.	Backpack Buddies	\$15,000.00			\$7,000			
			Green Square Meals	Kitchen Update	\$16,700.00						
	x	x	The Academy for Scholastic and Personal Success Expansion Program	Setting Goals, Planting Seeds, and Sowing Dreams	\$9,000.00		\$ 9,000.00	\$9,000.00	\$9,000.00		\$9,000.00
			Deafinitely Dogs	COPE Dog - unique therapeutic tool for post COVID recovery	\$6,250.00						
x			Parent Education Consortium	Prenatal/ New Parent Classes for English Language Learners	\$5,000.00	\$5,000.00					
			Kirkwood Community College Foundation	Kirkwood Food Pantry	\$3,300.00						
x	x	x	Tanager Place	2022 Freedom Schools	\$5,000.00	\$5,000.00	\$ 5,000.00	\$5,000	\$ 5,000.00		\$5,000.00
x			Olivet Neighborhood Mission	Olivet- Heritage Project: Helping Homebound Seniors with Groceries	\$5,000.00	\$5,000.00					
x	x	x	Community Health Free Clinic	Dental Services	\$3,000.00	\$3,000.00	\$ 3,000.00	\$3,000.00	\$3,000.00		\$3,000.00
x			Waypoint Services	Waypoint Survivors' Program Client Assistance	\$3,000.00	\$3,000.00					
			Brucemore, Inc.	Brucemore Site Orientation Exhibit - Concept Design Plan	\$4,500.00						
	x		African American Family Resiliency Association	Host Home	\$4,463.00		\$ 4,463.00				
			Cedar Rapids Freedom Festival	Rock N Bowl Special Needs Buttons	\$1,500.00						
			Safe Families for Children	Safe Families - Linn County Capacity Building	\$10,000.00						
	x	x	Kids First Law Center	Restorative Justice Prevents Youth Violence	\$3,500.00		\$ 3,500.00	\$3,350.00	\$3,425.00	\$75.00	\$3,500.00
			Iowa Legal Aid	Parent Representation Project	\$4,250.00						
			National Czech & Slovak Museum & Library	Hody 2022	\$5,000.00						
x		x	Catherine McAuley Center	Offering Hope and Opportunity to Women in Crisis in Linn County	\$3,000.00	\$3,000.00		\$3,000.00	\$3,000.00		\$3,000.00
x			Four Oaks Family and Children's Services	Four Oaks TotalChild Workforce	\$5,000.00	\$5,000.00					
			Intercultural Center of Iowa	Essential Workers Rise	\$3,890.00						
x	x	x	Refugee Immigrant Association & Hoover Community School	LIFE (Linn County Integration project For Emerging communities)	\$12,000.00	\$10,000.00	\$ 4,000.00	\$6,000	\$ 6,667.00	\$ 333.00	\$7,000.00
					\$286,223.00	\$79,942.00	\$ 79,613.00	\$80,000.00	\$78,242.00		\$80,000



January 25, 2022

TO: LINN COUNTY BOARD OF SUPERVISORS

CC: SECRETARY OF STATE

FROM: IOWA LEGISLATIVE SERVICES AGENCY

RE: LINN COUNTY SUPERVISOR REDISTRICTING REPORT - PLAN I

I. PLAN 3 COUNTY SUPERVISOR REDISTRICTING PROCEDURAL REQUIREMENTS

Pursuant to Iowa Code section 331.210A, the Legislative Services Agency (LSA) shall draw a representation plan for a county that elects supervisors under plan “three” as defined in Iowa Code section 331.206 if a new representation plan is required by law. Following submission to and approval by the state commissioner of elections of a precinct plan to be used to draw the new representation plan for the county, the state commissioner of elections shall notify the Legislative Council which shall direct the LSA to prepare a representation plan for the county.

After the LSA has drawn the plan, the LSA shall submit the plan to the governing body for the county and shall at the earliest feasible time make available to the public copies of the legal description of the plans, maps illustrating the plans, a summary of the standards prescribed by law for development of the plans, and a statement of the population of each district included in the plan, and the relative deviation of each district population from the ideal district population.

Upon receipt of the first plan, the governing body shall comply with the duties required by Iowa Code section 331.210A, subsection 2, paragraph “c”, to the extent applicable. After the requirements of Iowa Code section 331.210A, subsection 2, paragraphs “a” through “c” have been met, the governing body shall review the plan and either approve or reject the plan. If the plan is rejected, the governing body shall give written reasons for the rejection and shall direct the LSA to prepare a second plan. The second plan may be amended by the governing body in accordance with the provisions of Iowa Code section 331.210A, subsection 2, paragraph “d”. After receiving the second plan, the governing body shall approve the second plan, the first plan, or an amended plan.

II. LINN COUNTY SUPERVISOR REDISTRICTING.

A. PLAN SELECTION CONSIDERATIONS.

PRECINCTS. The proposed precinct plan for Linn county as submitted and approved by the state commissioner of elections complies with legal standards applicable to precincts and allows for the drawing of a valid supervisor redistricting plan.

POPULATION EQUALITY. Pursuant to the 2020 federal decennial census, the total population of Linn county is 230,299 persons. Linn county has 3 supervisors. As a result, the ideal population size for each county supervisor district is 76,766 persons. To avoid the requirement that a county board of supervisors has the burden of proof to justify any supervisor district that deviates from the ideal population by more than 1 percent or 768 persons, each county supervisor district in the plan has a population of between 75,998 and 77,534 persons.

CITIES. Iowa Code section 49.3, subsection 2, paragraph “e,” provides that cities shall not be divided into two or more county supervisor districts unless the population of the city is greater than the ideal size of a district and cities shall be divided into the smallest number of county supervisor districts possible. Based on this requirement, cities that did not exceed the ideal size of a district were not divided into two or more county supervisor districts in the plan. The city of Cedar Rapids exceeds the ideal size of a district and was divided into the smallest number of county supervisor districts possible.

B. LINN COUNTY SUPERVISOR DISTRICTS PLAN I DESCRIPTIONS.

PLAN I. The first proposed county supervisor redistricting plan for Linn county is as follows:

District 1. District 1 shall consist of the following precincts: Cedar Rapids 19, Cedar Rapids 20, Cedar Rapids 21, Cedar Rapids 22, Cedar Rapids 23, Cedar Rapids 29, Cedar Rapids 30, Cedar Rapids 31, Cedar Rapids 32, Cedar Rapids 33, Cedar Rapids 34, Cedar Rapids 35, Cedar Rapids 36, Cedar Rapids 39, Cedar Rapids 40, Cedar Rapids 41, Cedar Rapids 42, Cedar Rapids 43, Cedar Rapids 44, Cedar Rapids 45, Cedar Rapids 46, Cedar Rapids 47, Cedar Rapids 48, Cedar Rapids 49, Cedar Rapids 50, Cedar Rapids 51, Clinton Township, Fairfax, Fairfax Township, and Putnam Township.

District 2. District 2 shall consist of the following precincts: Cedar Rapids 01, Cedar Rapids 02, Cedar Rapids 03, Cedar Rapids 04, Cedar Rapids 05, Cedar Rapids 06, Cedar Rapids 07, Cedar Rapids 08, Cedar Rapids 09, Cedar Rapids 10, Cedar Rapids 11, Cedar Rapids 12, Cedar Rapids 13, Cedar Rapids 14, Cedar Rapids 15, Cedar Rapids 16, Cedar Rapids 17, Cedar Rapids 18, Cedar Rapids 24, Cedar Rapids 25, Cedar Rapids 26, Cedar Rapids 27, Cedar Rapids 28, Cedar Rapids 37, Cedar Rapids 38, Hiawatha 01, Hiawatha 02, and Hiawatha 03.

District 3. District 3 shall consist of the following precincts: Bertram Township, Boulder - Buffalo, Brown - Linn, Fayette Township, Franklin Township, Grant Township, Jackson Township, Maine Township, Marion 01, Marion 02, Marion 03, Marion 04, Marion 05, Marion 06, Marion 07, Marion 08, Marion 09, Marion 10, Marion 11, Marion 12, Marion 13, Marion 14, Marion 15, Marion 16, Marion 17, Marion 18, Marion Township 01, Marion Township 02, Monroe Township 01, Monroe Township 02, Mount Vernon 01, Mount Vernon 02, Otter Creek Township, Robins, Spring Grove Township, and Washington Township.

C. PLAN I PUBLIC NOTICE. The requirements of making information about the plan available to the public shall be met by making this report and the attachments available through the Legal Topic Publications section on the Iowa General Assembly's website located at the following link:
www.legis.iowa.gov/publications/legalPubs.

D. PLAN I APPROVAL OR REJECTION NOTIFICATION. If Plan I is approved by the board of supervisors, the plan shall be submitted to the state commissioner of elections for approval as required by Iowa Code section 321.210A, subsection 2, paragraph "e." If Plan I is rejected, the board of supervisors shall notify the state commissioner of elections of the rejection, including reasons for rejecting the plan, which the state commissioner of elections will provide to the LSA.

III. ATTACHMENTS.

Attached to this Report are the following:

- 1** — Standards for Plan 3 county supervisor redistricting.
- 2** — Map of proposed county supervisor districts - Plan I.
- 3** — Information including populations and population variance statistics for each county supervisor district in Plan I.

ATTACHMENT 1

STANDARDS FOR PLAN THREE COUNTY SUPERVISOR REDISTRICTING

Several Iowa Code sections prescribe standards for establishing county supervisor districts for counties that elect supervisors under plan “three.”

Iowa Code section 49.3 establishes requirements for election precincts and all election districts, including city wards and county supervisor districts. Specifically, Iowa Code section 49.3, subsection 2, establishes the following five requirements that are applicable to plan “three” county supervisor election districts:

1. All boundaries shall follow precinct boundaries.
2. All districts shall be as nearly equal as practicable to the ideal population for the districts as determined by dividing the number of districts to be established into the population of the county.
3. All districts shall be composed of contiguous territory as compact as practicable.
4. Consideration shall not be given to the addresses of incumbent officeholders, political affiliations of registered voters, previous election results, or demographic information other than population head counts, except as required by the Constitution and the laws of the United States.
5. Cities shall not be divided into two or more county supervisor districts unless the population of the city is greater than the ideal size of a district. Cities shall be divided into the smallest number of county supervisor districts possible.

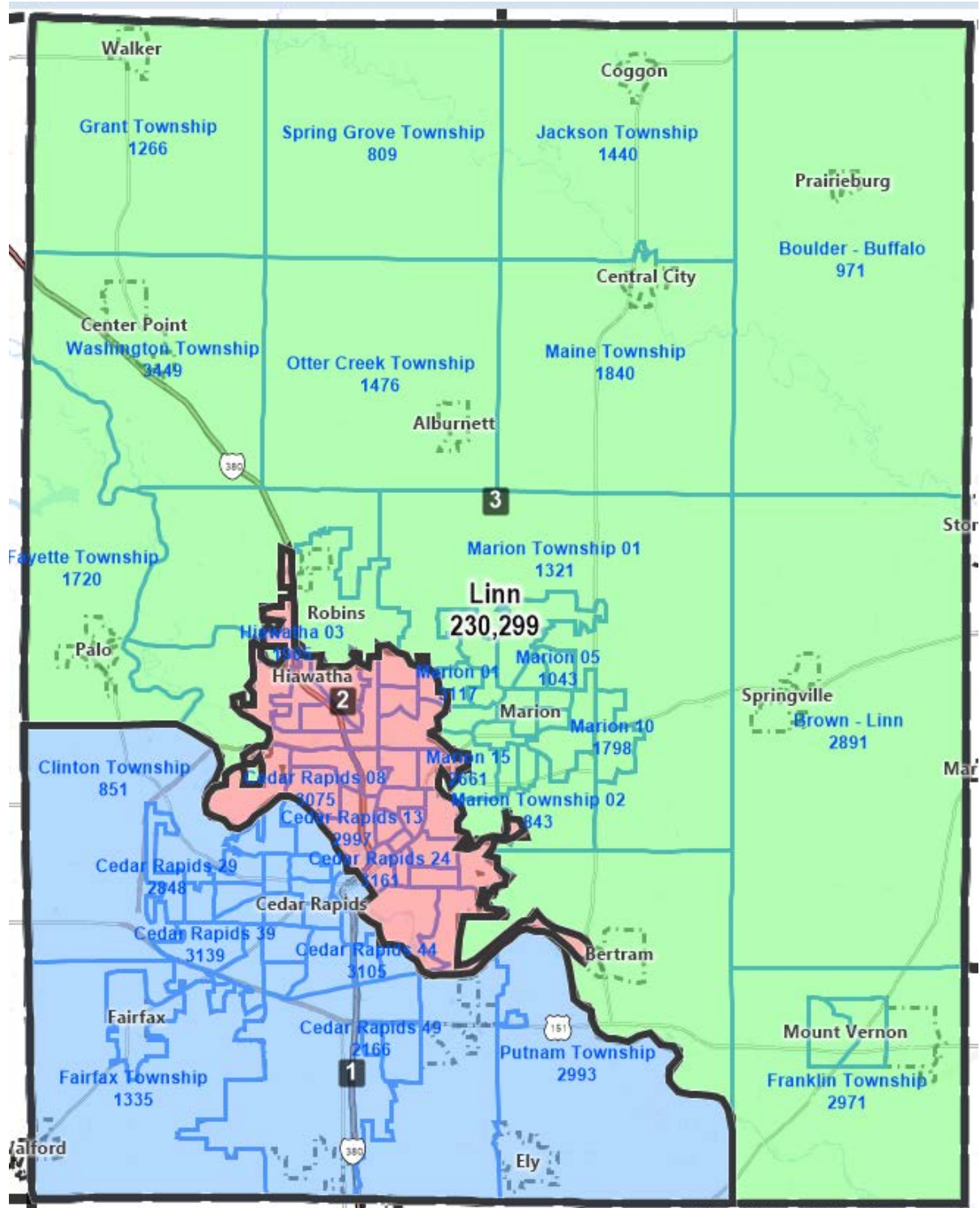
Iowa Code section 331.210 governs plan “three” supervisor districts. The Iowa Code section provides that supervisor districts shall be drawn as provided in Iowa Code section 331.209, except that the boundaries of supervisor districts shall follow voting precinct lines. Iowa Code section 331.209, governing plan “two” supervisor districts, provides that supervisor districts shall be drawn, to the extent applicable, in compliance with the redistricting standards provided for senatorial and representative districts in Iowa Code section 42.4, including the requirement of justifying any population variance of a district in excess of 1 percent. If a supervisor redistricting plan with a variance in excess of 1 percent is adopted, Iowa Code section 331.209 requires the county board of supervisors to publish the justification for the variance in one or more official newspapers.

Iowa Code section 331.210A, subsection 2, paragraph “f,” governing plan “three” county supervisor plans drawn by the Legislative Services Agency, also provides that plans shall be drawn in accordance with Iowa Code section 42.4, to the extent applicable.

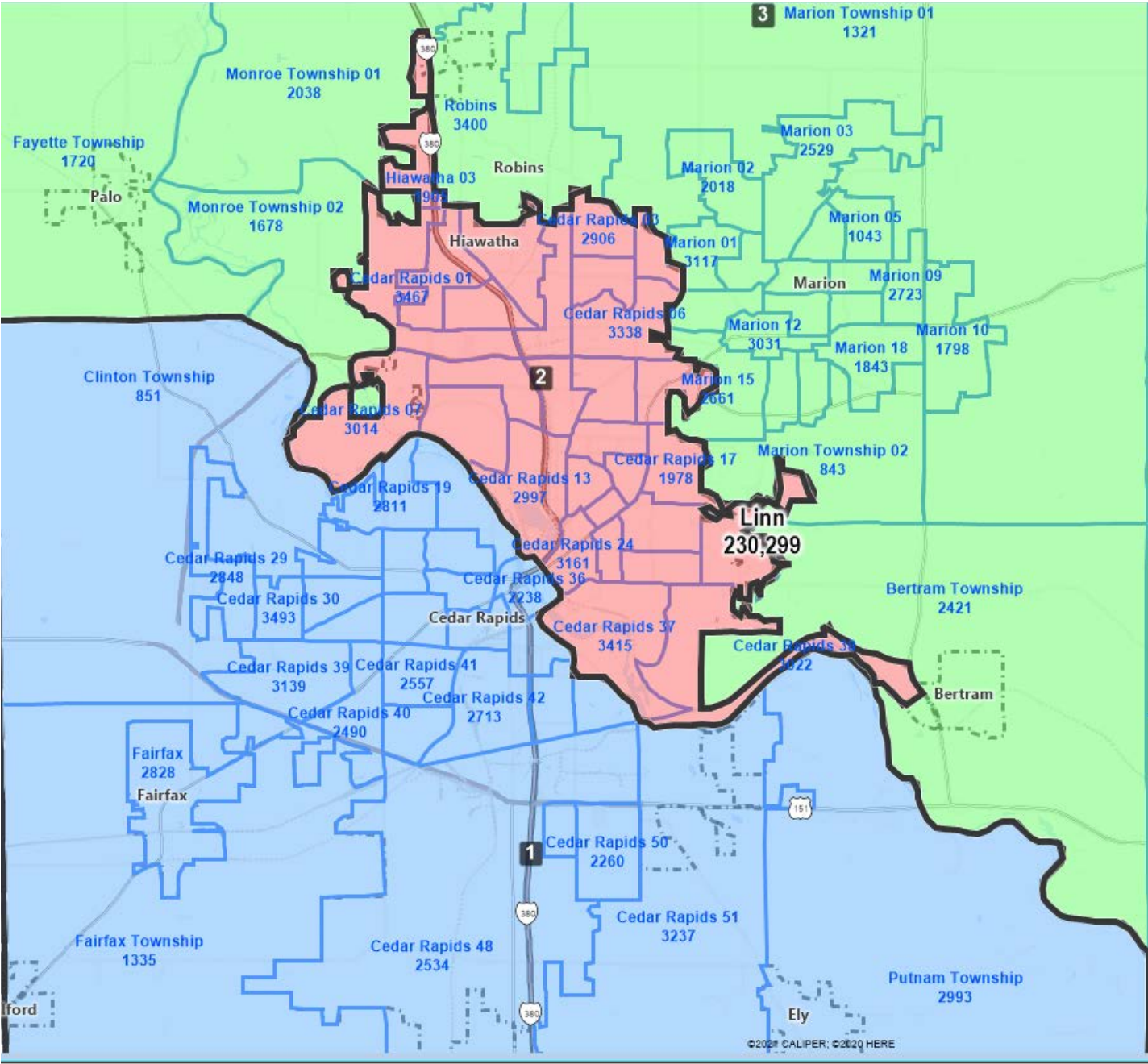
Iowa Code section 42.4, governing congressional and state legislative redistricting and made applicable to plan “three” county supervisor redistricting, prescribes, in relevant part, several redistricting standards to be used in the preparation of congressional and legislative redistricting plans. The Iowa Code section provides that legislative and congressional districts shall be established on the basis of population; that, subject to population requirements and to the extent possible; the number of counties and cities divided among more than one district shall be as small as possible; that districts shall be composed of convenient contiguous territory; that districts shall be reasonably compact in form; and that no district shall be drawn for the purpose of favoring a political party, incumbent legislator or member of Congress, or other person or group, or for the purpose of augmenting or diluting the voting strength of a language or racial minority group. In providing that no district shall be drawn for the purpose of favoring a political party, incumbent legislator or member of Congress, or other person or

group, or for the purpose of augmenting or diluting the voting strength of a language or racial minority group, Iowa Code section 42.4 provides that no use shall be made of any data concerning the addresses of incumbent legislators or members of Congress, the political affiliations of registered voters, previous election results, and demographic information, other than population head counts, except as required by the Constitution and the laws of the United States.

Proposed Linn County Supervisor Districts – Plan I



Proposed Linn County Supervisor Districts (Cedar Rapids Area) – Plan I



ATTACHMENT 3

PLAN I POPULATION SUMMARY

LINN COUNTY

DISTRICT NUMBER	TOTAL POPULATION	% DEVIATION FROM IDEAL DISTRICT POP.	DEVIATION FROM IDEAL DISTRICT POP.
1	76,946	0.23%	180
2	76,757	-0.01%	-9
3	76,596	-0.22%	-170

Total County Population: 230,299

Ideal Supervisor District Population: 76,766

Maximum Allowable Population Deviation: 768 persons

Absolute Mean Deviation: 119.67 persons

Overall Range

	LARGEST DISTRICT POP.	SMALLEST DISTRICT POP.	OVERALL
ABSOLUTE	76,946	76,596	350
RATIO	1.0046		