

BOARD OF SUPERVISORS

District 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**

Monday, September 12, 2022

11 a.m.

Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA

Call to Order

Public Comment: Five Minute Limit per Speaker

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

Minutes

Discuss and decide on meeting minutes.

Proclamation: National Preparedness Month-September 2022

Discuss a Land Use Agreement between Linn County and Feed Iowa First for small-scale agricultural purposes at 520 11th St. NW Cedar Rapids, IA effective July 1, 2022 to December 31, 2023

Public hearing on the conveyance of real estate interests in the form of temporary and permanent easements and a portion in fee title of a parcel of land owned by Linn County at 650 Walford Road SW to the City of Cedar Rapids

Discuss a letter in support of a Certified Local Government Grant Application by the Linn County Historic Preservation Commission

Public Comment: Five Minute Limit per Speaker

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

Payroll Authorizations

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

Claims

Discuss and decide on claims.

Correspondence

Appointments

Adjournment

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

LINN COUNTY



PROCLAMATION

NATIONAL PREPAREDNESS MONTH- SEPTEMBER 2022

WHEREAS, every part of the Nation faces the threat of natural, economic, and health disasters which require a coordinated response effort between public and private entities for both successful short-term and long-term recovery; and

WHEREAS, the most vulnerable among our populations have a reduced ability to respond to the impacts of these disasters; and

WHEREAS, the nature and timing of these disaster events can be unpredictable in timing, location, and scale; and

WHEREAS, our Linn County community has experienced 2 major flooding events, a derecho, and the COVID-19 pandemic in just 14 years that have had lasting social and economic impacts; and

WHEREAS, National Preparedness Month observance aims to raise awareness about the importance of preparing for disasters and emergencies that may happen at any time.

NOW, THEREFORE, BE IT PROCLAIMED that we, the Linn County Board of Supervisors, does hereby proclaim the month of September as **National Preparedness Month** in Linn County and call upon our community to observe this month with compelling conversations and actions that lead our community towards a more resilient and prepared community.

Linn County Board of Supervisors

Chairperson



LAND USE AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July 2022, by and between Feed Iowa First ("Tenant"), located at 1506 10th Street SE, Cedar Rapids, Iowa, 52401, and Linn County, Iowa ("Landlord"), located at 935 2nd Street SW, Cedar Rapids, Iowa, 52404.

WHEREAS, Linn County recognizes the public need for a local food system that is equitable, accessible, secure, diverse, resilient, and regenerative; and,

WHEREAS, Linn County recognizes that the economic impact of the COVID-19 public health emergency continues to negatively affect access to sufficient food and increased local food insecurity; and,

WHEREAS, Linn County recognizes that the destructive impact of the August 10, 2020 derecho negatively affected access to sufficient food and continues to negatively affect local food insecurity; and,

WHEREAS, Linn County owns unused land that could be used to grow food for local distribution to improve access to sufficient food; and,

WHEREAS, Linn County and a non-profit organization previously used said unused land to grow food for free distribution; and,

WHEREAS, Feed Iowa First is a 501(c)(3) non-profit organization dedicated to combatting food insecurity today and tomorrow by growing food and farmers; and,

WHEREAS, Feed Iowa First has the ability and desire to assist with and/or manage soil preparation, procuring plants and seeds, raising produce, distributing food to people who are food insecure, and other related activities.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I. GRANT AND TERM

1.01. Land. In consideration of the covenants and agreements on the part of Feed Iowa First (Tenant) to be observed and performed as provided herein, Landlord leases to Tenant approximately .82 acres of land located at 520 - 11th St. NW, Cedar Rapids, IA 52405, as shown on Exhibit "A", herein called the "Land".

1.02. Use of Land. The use and occupation by Tenant of the land shall be subject to the terms and conditions of the Agreement and to reasonable rules and regulations for use thereof as prescribed from time to time by Landlord.

1.03. Term and Possession. Tenant shall have the right to possession of the Land rent free for the period commencing on July 1, 2022 and ending on December 31, 2023. Landlord reserves the right to terminate the lease at any time by providing Tenant 60 days-notice. Notice may be by email or US mail.

ARTICLE 11. SIGNS

Any signs placed upon the land must comply with the ordinances of the City of Cedar Rapids and Linn County, and shall be first approved by Landlord, which approval shall not be unreasonably withheld.

ARTICLE 111. RENT

Landlord is providing the land to Tenant with no rent for the term of the Lease.

ARTICLE IV. SITE AMBASSDOR APPOINTMENT AND RESPONSIBILITIES

4.01. Site Ambassador Appointed. The Landlord's will appoint a representative, or "site ambassador". If no ambassador is appointed, the Linn County Sustainability Manager will be the default appointment.

4.02. Site Ambassador Responsibilities. Once Tenant prepares the Land for planting, the Site Ambassador is responsible for:

1. Identifying community members to utilize plots from Feed Iowa First.
2. Gathering and managing volunteers.
3. Assuring all community members using plots and volunteers are aware of harvest and food safety guidelines.
4. Coordinating checkout of equipment from and return to Tenant at the end of the season.
5. Managing site expectations to all involved in growing.
6. Removing plant debris if a plot is not maintained.
7. Submitting a weekly report to Tenant by email or phone containing pest, fungus, or equipment concerns, and a description of what is going well.

8. Consulting with Tenant prior to making any major changes to the Land or removing plants.

9. Consult with Tenant if individuals subletting land in the program move or are no longer involved.

ARTICLE V. USE OF LAND BY TENANT

5.01. Use of Land. Tenant shall use the Land during the term of this Lease only for the sole purpose of operating an urban farm to grow produce for distribution to food pantries and food insecure individuals and families and allowing food-insecure families to garden for family and community consumption

5.02. Approval for Growers. Tenant will work with Linn County Sustainability and Green Iowa AmeriCorps Land & Water Steward to provide programming and plots for community members to farm/garden. Individuals assigned plots must agree to standards as set by Tenant, including the following documents:

- Equitable Land Access Land Use Agreement (Exhibit B)
- Equitable Land Access - Community Ag (Exhibit C)

5.03. Compliance with Laws and Regulations. Tenant shall procure at its sole expense any permits and licenses required for the transaction of its business on the Land and shall comply with all laws, ordinances, regulations, and orders now in effect or hereafter enacted during the Lease Term that are applicable to this Land.

Tenant shall not permit any unlawful activity to be carried on the Land; make any use of or allow the Land to be used for any purpose that might invalidate the insurance thereof on; create any nuisance or injure the reputation of the land or Landlord; deface or injure the building, overload the floors, commit or suffer waste, permit the use of loudspeakers or other devices that can be heard outside the land; or disturb the quiet enjoyment of the area.

Tenant shall store all trash and garbage within the designated areas. Removal of garbage and trash shall be made only in the manner and areas prescribed by Landlord. If Tenant fails to maintain the land in a neat and clean condition, Landlord at its option may have the Land cleaned at Tenant's expense at a reasonable cost in keeping with competitive cleaning charges in the area at that time.

ARTICLE VI. UTILITIES

In no event shall Landlord be liable for an interruption or failure in the supply of any utility to the Land.

ARTICLE VII. MAINTENANCE AND REPAIR OF THE LAND

Except as expressly otherwise provided herein, Tenant takes the Land in an "as-is" condition. Landlord will maintain the Land and perform routine maintenance to the facility as it sees fit. Tenant shall not perform any work to the Land without Landlord's advance written approval. Tenant shall not suffer any mechanic's lien to be filed against the Land by reason of any work, labor, services, or material performed at or furnished to the Tenant or anyone holding the Land through or under Tenant. If a mechanic's lien shall be so filed, Landlord may remove it at Tenant's expense.

At the expiration or termination of this Lease by lapse of time or otherwise, Tenant will quit and surrender the Land in as good a state and condition as on the Possession Date excepting only reasonable use and wear thereof, or damage by casualty for which Landlord is responsible under the provisions of the Lease.

ARTICLE VIII. INSURANCE AND INDEMNITY

8.01 Tenant's Liability Insurance. Tenant shall, at its expense, prior to the Possession Date and during the entire term of this Lease, obtain and keep in full force and effect, with an insurance carrier authorized and licensed to do business in the State of Iowa, a Comprehensive General Liability insurance policy or policies, including Blanket Contractual Liability coverage, Personal Injury Liability coverage, with respect to the Land and the business operated by Tenant and sub lessees, licensees or concessionaires of Tenant in the Land.

Such policies shall be written as primary coverage which does not contribute to and is not in excess of coverage which the other party may provide, and shall be in the amount of at least \$1,000,000 combined single limit per occurrence, naming Landlord as an additional insured with direct coverage for both the direct and vicarious liability of Landlord as the additional insured.

The policy shall contain a clause that the insurer will not cancel or change the coverage without first giving Landlord twenty (20) days prior written notice. A copy of such insurance policy and duly executed certificates evidencing such insurance shall be delivered to and approved by Landlord prior to the Possession Date. Any comprehensive public liability insurance carried by Landlord hereunder shall be excess, and not contributing insurance to the insurance carried by Tenant hereunder.

In the event Tenant fails to procure, maintain, and/or pay for the insurance required by this Lease, at the times and for the duration specified in this Lease, Landlord shall have the right, but not the obligation, at any time and from time to time, and without notice, to procure such insurance and/or pay the premiums for such insurance, in which event Tenant shall repay Landlord, immediately upon demand by Landlord, as Additional Rent, all sums so paid to Landlord together with interest thereon and any costs or expenses incurred by Landlord in connection therewith, without prejudice to any other rights and remedies of Landlord under this Lease.

8.02. Indemnification of Landlord. Tenant shall indemnify, defend and save Landlord harmless from and against any and all claims, demands, causes of action, actions, damages, liability, judgments or expenses, including attorney's fees and reasonable expenses incurred in investigating the same, in connection with loss of life, personal injury and/or damage to property arising from or out of (i) any occurrence in, upon or at the Land, or the occupancy or use of the Land or any part thereof by Tenant or its agents, employees, contractors, sub lessees, concessionaires, or licensees, or the customers or invitees of any of them or occasioned wholly or in part by any act or omission of Tenant, its agents, employees, contractors, sub lessees, concessionaires or licensees, or the customers or invitees of any of them, except if wholly caused by the act or neglect of Landlord, its agents or employees; (ii) the use of the Common Areas or any part thereof, by Tenant, its agents, employees, contractors, sub lessees, concessionaires or the customers or invitees of any of them; and (iii) Tenant's use of the Land after the Possession Date for the installation of Tenant's fixtures and equipment, even though such occupancy may be prior to the commencement of the term of this Lease.

8.03. Loss and Damage to Tenant's Property. Landlord shall not be liable for any damage to property of Tenant or of others located on the Land, nor for the loss of or damage to any property of Tenant or others by theft or otherwise, nor shall Landlord be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, or water. Landlord shall not be liable for any damage caused by other tenants or persons in the Land, occupants of adjacent property, or the public, or caused by operations in construction of any public or quasi-public work.

8.04. Waiver of Subrogation. Where either Landlord or Tenant sustains a loss or damage to the Land, or to the fixtures, goods, wares, merchandise or any other property thereon or therein for which it is protected by an existing policy or policies of insurance, the party sustaining such loss or damage, to the extent that it is so protected and to the extent that it may legally do so, waives its rights of recovery, if any, against the other party hereto.

ARTICLE IX. DAMAGE OR CASUALTY

9.01. Notice. Tenant shall give immediate written notice to Landlord of any damage caused to the Land by fire or other casualty.

9.02. Damage or Destruction of Land. In the event that the Land for which they are situated shall be partially or totally destroyed by fire or other casualty Landlord may terminate this Lease as of a date of such damage or destruction.

ARTICLE X. TENANTS DEFAULT

10.01. Events of Default. The following events shall be deemed to be events of default by Tenant under the Lease:

Tenant shall fail to comply with any term, covenant or condition of this Lease, and shall not cure such failure within five (5) days after receipt by Tenant of Landlord's written notice of such noncompliance.

If any event of default occurs Landlord may at its option terminate this Lease, re-enter, take possession of the Land and remove all personnel and property therefrom all without notice or legal process and without being deemed guilty of trespass, or liable for any loss or damage occasioned thereby. In addition to remedies provided herein, Landlord shall have all other remedies that it may be entitled to at law or in equity.

10.02. Costs, Expenses and Attorney's Fees. Tenant shall pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Landlord in enforcing the terms, covenants and conditions in this Lease provided that Landlord prevails in any litigation commenced by it to enforce same. Landlord shall pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Tenant in enforcing the terms, covenants and conditions in this Lease provided that Tenant prevails in any litigation commenced by it to enforce same.

ARTICLE XI. RIGHT OF ENTRY

Provided Tenant's operations are not unreasonably interfered with, Landlord or Landlord's agents shall have the right to enter the Land at all reasonable times to examine the same, to show it to prospective purchasers or lessees of the Land and to make such repairs, alterations, or improvements to the Land or adjoining premises as Landlord may deem necessary or desirable and Landlord shall be allowed to take material into and upon the Land that may be required therefore without the same constituting an eviction of Tenant.

If Tenant shall not be personally present to open and permit an entry into the Land at any time when for any reason an entry therein shall be necessary to protect the Land, or adjoining premises from damage, Landlord or Landlord's agents may forcibly enter the Land, without rendering Landlord or such agents liable therefore, and without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any additional obligation, responsibility or liability whatsoever, for the care, maintenance, or repair of the Land.

ARTICLE XII. REMEDIES CUMULATIVE

No waiver by Landlord or Tenant of a breach of any of the terms, covenants, or conditions of this Lease shall be construed to be a waiver of any future breach of the same or any other terms, covenants, or conditions hereof. No receipt of money by Landlord from Tenant after notice of default, or after termination of this Lease, or after the commencement of any suit or after

judgement for possession of the Land, shall reinstate, continue or extend the term of this Lease or affect any notice, demand or suit. Unless otherwise specified, the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another, or exclude any other right or remedy allowed by law.

ARTICLE XIII. SUBORDINATION; OFFSET STATEMENT; ATTORNMENT

13.01. Subordination. Landlord is hereby irrevocably vested with the full power and authority, if it so elects, to subordinate this Lease to any mortgage, deed of trust, or other lien now or hereafter placed upon the Land, and Tenant agrees upon demand to execute such instruments subordinating this Lease as Landlord may request, provided such subordination shall be upon the express condition that this Lease shall be recognized by the mortgagee, and that the rights of Tenant shall remain in full force and effect during the term of this Lease so long as Tenant shall continue to perform all covenants and conditions of this Lease.

13.02. Estoppel Certificate Offset Statement. Within ten (10) days after request therefore by Landlord, or in the event that upon any sale, assignment or hypothecation of the Land an offset statement shall be required from Tenant, Tenant agrees to deliver in recordable form a certificate to any proposed mortgagee or purchaser, or to Landlord certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by Tenant.

13.03. Attornment. Tenant shall, in the event any proceedings are brought for foreclosure of, or in the event of exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Land, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease.

ARTICLE XIV. LANDLORD'S TITLE

Landlord covenants that it has full right and power to execute and perform this Lease. Landlord further covenants that Tenant, on performing the covenants and agreements hereof, shall peaceably and quietly have, hold and enjoy the Land and all rights, easements, appurtenance and privileges there unto belonging or in any way appertaining, during the term hereof. Anything herein to the contrary notwithstanding, Landlord shall not be liable for any breach of the covenant of quiet enjoyment or any other breaches occurring after Landlord's obligations under said covenant of quiet enjoyment terminate, as well as all other covenants to be performed by Landlord pursuant to the provisions of this Lease.

ARTICLE XV. TENANT'S RESPONSIBILITY REGARDING HAZARDOUS SUBSTANCES

15.01. Hazardous Substances. The term "Hazardous Substances" as used in this Lease, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

15.02. Tenant's Restrictions. Tenant shall not cause nor permit to occur:

1. Any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the Premises, including, but not limited to soil, air and ground water conditions, or
2. The use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substances on, under, or about the Land, or the transportation to or from the Land of any Hazardous Substance.

Section 15.03. Environmental Clean-up.

1. Tenant shall, at Tenant's own expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances ("Laws").
2. Tenant shall, at Tenant's own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental and authorities (the "Authorities") under the laws.
3. Should any Authority or any third party demand that a cleanup plan be prepared or that a clean-up or other remedial action be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term of this Lease, at or from the Land, or which arises at any time from Tenant's use or occupancy of the Land, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and all related bonds and other financial assurances and carry out all such clean-up plans or other required or appropriate remedial action.
4. Tenant shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances that is requested by Landlord. If Tenant fails to fulfill any duty imposed under this Section 15.03 within a reasonable time, Landlord may do so and, in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate to determine the applicability of the laws to the Land and Tenant's use thereof, and for compliance therewith, and Tenant shall execute all documents promptly upon Landlord's request. No

such action by Landlord and no attempt made by Landlord to mitigate damages under any law shall constitute a waiver of any of Tenant's obligations hereunder.

5. Tenant's obligations and liabilities under this Section 15.03 shall survive the expiration or termination of this Lease.

15.04. Tenant's Indemnity.

1. Tenant shall indemnify, defend and hold harmless Landlord from all fines, suits, procedures, claims, settlements and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term of this Lease at or from the Land, or which arises at any time from Tenant's use or occupancy of the Land, or from Tenant's failure to provide all information, make all submissions, and take all steps required by all Authorities under the laws and all other environmental laws.
2. Tenant's obligation and liabilities under this Section 15.04 shall survive the expiration or termination of this Lease and shall be an expansion of and not a limitation to the other obligations of Tenant to indemnify, defend and hold harmless Landlord.

ARTICLE XVI. MISCELLANEOUS PROVISIONS

16.01. Relationship of Parties. Nothing here contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or joint between the parties hereto, it being understood and agreed that neither the method of computation of Rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

16.02. Construction. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships or individuals, males, or females, shall in all instances be assumed as thought fully expressed. The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

16.03. Parties Bound. It is agreed that this Lease, and each and all of the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of, as the case may be, the parties hereto, their respective heirs, executors, administrators, legal representatives, successors

and assigns, subject to all provisions herein with respect to the assignment or other transfer of Tenant's interest herein.

16.04. Entire Agreement. This Lease contains the entire agreement between the parties, and no agreement shall be effective to change or modify this Lease in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement of such change or modification is sought.

16.05. Savings/Governing Law. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision. The laws of the State of Iowa shall govern the interpretation, validity, performance and enforcement of this Lease.

16.06. Force Majeure. In the event that either party hereto shall be delayed or hindered or prevented from the performance of any provision of this Lease prior to Tenant's opening for business in the Land by reason of strikes, lockouts, labor troubles, acts of God, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, litigation challenging the validity of any necessary permit, or other reason of a like nature not the fault of the party delayed in performing such provisions, then performance of such provision shall be excused for the period of the delay and the period equivalent to the period of such delay.

16.07. Assignment to Mortgage. With reference to any assignment by Landlord of its interest in this Lease, or the rent payable hereunder, conditional in nature or otherwise, which assignment is made to or held by anyone holding a mortgage of deed of trust on the Land, Tenant agrees that such mortgagee or beneficiary shall be treated as having assumed Landlord's obligations hereunder only upon such mortgagee's or beneficiary's taking possession of the Land through foreclosure or in lieu of foreclosure.

16.08. Notices. Wherever any notice is required or permitted hereunder, such notice shall be in writing. Notice may be given by personal delivery and shall be effective when received. Additionally, any notice or document required or permitted to be delivered hereunder shall be deemed delivered, when actually received or delivery is refused when posted in the United States mail, postage prepaid, Certified Mail, Return Receipt Requested, addressed to the noticed party hereto at the addresses listed herein.

LANDLORD
LINN COUNTY, IOWA

TENANT
FEED IOWA FIRST

Chairperson, Board of Supervisors

Executive Director



Current 2022 Usage

- Feed Iowa First ELA Plots
- County Academy Partnership Plots

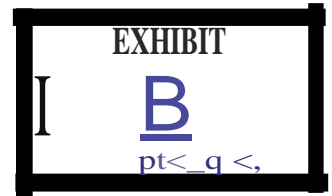
Proposed 2023 Usage

*If ARPA hydrant request is granted

- Feed Iowa First ELA Plot Expansion
- County Solar Project



Feed Iowa
FI RST



Equitable Land Access Land Use Agreement

Community Ag

This land use agreement is made and entered on March 15, 2022, by Feed Iowa First and

_____ (Equitable Land Access Farmer) as a
Community Ag Farmer.

EQUITABLE LAND ACCESS FARMER INFORMATION:

Name: _____

Land Tract Location/Description (to be agreed on by both parties by planting): **Fillmore Center. 520 11th St. NW, Cedar Rapids, IA 52405.**

1. A *'farm'* is a plot of land tended by a farmer to grow for profit or home use. A *'farmer'* is an individual that is responsible for a plot of land managed by Feed Iowa First.

ELA FARMERS AGREES TO THE FOLLOWING:

1. **ELA FARMER RESPONSIBILITIES.** The ELA Farmer must:
 - a. Submit a farm plan to Feed Iowa First that includes:
 - i. Crop(s) that will be grown
 - ii. Planting dates
 - iii. Maintenance plan
 - iv. Organic plan (No chemical use for bugs or fungus)
 - b. Ensure seeds coming from other countries have the proper phytosanitary certificate and an import permit. (This is only for seeds being shipped into the US).
 - c. Weed weekly and water 2-3 times/week or as crop needs.
 - d. Do not let amaranth go to seed. This will result in not renewing the lease next year.
 - e. Submit weekly reports to Feed Iowa First by email, phone, or in person
 - f. The report must identify any pest, fungus, time issues, equipment concerns
 - g. Consult with Feed Iowa First before making any major changes to the plot

2. **EQUIPMENT AND SUPPLIES.** ELA Farmers are responsible for taking care of tools. Feed Iowa First equipment and supplies will be used in a respectful manner and for its intended use. Tools and equipment on loan must be returned at the end of the season. The ELA Farmer shall properly maintain, store, and secure items during use and return in good condition. If items are lost, stolen, or damaged, the ELA farmer may need to reimburse Feed Iowa First for the repair or replacement cost.
3. **Farm and Volunteer Rules.** Families are welcome to volunteer and be present on the farm/plot, but unsupervised children and pets, drugs, and weapons are not allowed on the farm/plot.
4. **PLANTINGS.** Crop variety will be mutually agreed upon between the ELA Farmer and Feed Iowa First staff to best meet the needs of the community.
5. **RENT & FEES.** There is no rental cost for ELA farmers approved for the program, only a deposit.
6. **DEPOSIT. A yearly deposit is required to farm the land and is refundable. Please check how much land you are farming.**

	\$200 for 1 acre
	\$100 for 1/2 to 1/4 acre
	\$50 for 1/4 acre to 1/8 acre
X	\$25 for less than 1/8 acre

- a. This deposit is fully refundable on October 31st or can be rolled into 2022 if planning on farming again when the Deposit Checklist is complete at the end of the season. The Deposit Checklist is attached to this Agreement as Exhibit A.
7. **Metrics (weights or buckets)**
 - a. Estimated weight of produce for the season
 - b. #of varieties grown
8. **END OF SEASON.** Fields will be cleared of trash, plant debris, and other materials no later than Oct. 31 or as mutually agreed upon between farm/farmer and Feed Iowa First. Posts, fabric, irrigation equipment, and landscape clips must be returned to Feed Iowa First.
 - a. If a farmer wants cover crop on the field, fields must be cleared by October 10th.
9. **CHANGES TO AGEEMENT.** Feed Iowa First has the right to amend this contract at any time.
10. **RELEASE OF ALL CLAIMS.** The ELA Farmer will hold Feed Iowa First free and harmless for all liability for losses, claims, injury to person, or damage to property arising from activities associated with this agreement.
11. **ADDITIONAL TERMS & CONDITIONS (if apply):** _____

FEED IOWA FIRST IS RESPONSIBLE AND AGREES TO THE FOLLOWING:

1. **EQUIPMENT, MATERIALS AND SUPPLIES.**
 - a. Feed Iowa First will lend equipment for farm management.
 - i. This includes equipment to till, prep beds, lay plastic (if needed) and hand tools. Feed Iowa First has a small ISHP tractor, middle buster, cultivator and undercutter that can be loaned out.
 - b. Feed Iowa First will supply seed starting equipment, greenhouse space, and provide funding for seeds for year one and year two Farmers. Feed Iowa first will provide organic pest control if needed. While Feed Iowa First will teach soil blocking methods and provide supplies, all farmers wfll be responsible for starting their own seeds.
2. **LAND USE.** Feed Iowa First will prepare soil for plantings and offer guidance as needed unless otherwise agreed upon by the parties. St. Andrew's requires drip irrigation, which will be provided by Feed Iowa First.
3. **Pests and Fungus Control.** Feed Iowa First will provide guidance for chemical-free pests and fungus issues. All sprays must be organic certified.
4. **SALES.** Farmers are free to sell their produce. Farmers are responsible for food safety and Feed Iowa First is not liable for food safety Issues.

I have read and I understand and agree with Feed Iowa First's Land Use Agreement as outlined above. I further understand that if I fail to comply with the Land Use Agreement terms that Feed Iowa First has the right to suspend, end, or deny any future Feed Iowa First programming.

ELA Farmer (Name) _____(Date) _____

Feed Iowa First has approved this Land Use Agreement as outlined above.

_____(Feed Iowa First Staff)

Phone: _____Email: _____

*Feed Iowa First is a 501(c)(3) non-profit organization dedicated to
combatting food insecurity today and tomorrow by growing food and farmers.*



ELA Deposit Refund Checklist

The ELA Program yearly deposit is:

- o \$200 for 1 acre of land
- o \$100 for ½ acre of land
- o \$50 for less than ¼ acre
- o This deposit is fully refundable on October 31st or can be rolled into 2022 if planning on farming again when the Deposit Checklist is complete at the end of the season.

This deposit is fully refundable on October 31st or can be rolled into 2022 if planning on farming again when the following is met:

To get a full deposit refund please do the following:

- Return all equipment checked out from Feed Iowa First in working order. This includes:
 - o Grow lights
 - o Tillers
 - o High wheel hoes and attachments
 - o Hand tools
 - o Fence posts and stakes
 - o Fence wire/snow fencing
 - o Water Timers
- Remove the following from the field:
 - o Woody plants such as eggplant and tomatoes
 - o Fence posts
 - o Wire/twine
 - o Irrigation and hoses
 - o Stakes
 - o Plastic container, clips and ties
 - o Ground fabric

If you need to terminate your lease before the end of the growing season, please talk to Feed Iowa First to plan.



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Equitable Land Access - Community Ag

The ELA Community Fields Program connects marginalized individuals and communities to land across Cedar Rapids. The program aims to increase access to garden space close to neighborhoods while providing infrastructure support for plants starting. The goal of the program is not only to provide land but to remove barriers for easier access and higher yields gardens with fewer labor hours. This is crucial, especially for moralized households, who rely on their garden tracts for nourishment and not just as a hobby.

Considerations for community garden plots

- a. Water Access
 - i. All garden plots should have water accessible on site via hydrant or water tank.
 1. Hydrant specifications
 - a. Hydrants should be accessible any time of day and do not require a key, or if a key is needed one is provided.
 - b. Hoses should be provided by the managing organization to run from the hydrant to the furthest side of fields for ease of use.
 - i. 5 gallons of water weights 42lbs. By providing hoses, health and age barriers are significantly reduced
 2. Water Tank Specifications
 - a. Water tanks need to be filled 1-2x/week depending on number of farmers /fields.
 - b. Water tanks need to be maintained to keep algae growth from clogging hoses.
 - c. Water tanks need to be sealed.
 - d. All water tanks are considered non-potable ag water and need to be tested fore-coli quarterly by the State Health Lab.

- i. Tank water should not be used on fruit or overhead watering unless drained weekly.
 3. Water tanks need to be elevated for gravity feed and/or an electric pump installed.
- b. Field Specifications and Management
 1. Provide tilling by April 10 for all gardeners
 2. Provide access to organic pesticide management
 3. Provide soil remediation/fertilizer in the form of compost and/or dried manure in field-side piles for all sites to limit use of synthetic pesticides
 4. Provide communal tools such as wheelbarrows that cannot be carried from home.
 5. Provide shed or box to store tools for those who walk or use public transportation
 6. Provide access to fencing to areas with high deer pressure
 7. Cover crop at end of season

2. ELA COMMUNITY FARMER RESPONSIBILITIES

- a. The ELA Farmer must submit a farm plan to Feed Iowa First that includes:
 - i. Crop(s) that will be grown
 - ii. Planting dates
 - iii. Maintenance plan
 - iv. Organic plan (No chemical use for bugs or fungus)
- b. Weed weekly and water 2-3 times/week or as crop needs.
- c. Weed weekly and maintain garden bed.
- d. Check in with Feed Iowa First monthly.
- e. Be a good neighbor to other gardeners

3. MANAGING ENTITY SUPPORT

- a. Seed starting and greenhouse space for start
- b. Provide general plant starts such as tomatoes, peppers, and okra
- c. Till and cover crop
- d. Setting up water access, filling, testing, and ensuring water is safe and accessible
- e. Providing fencing in high pressure deer areas
- f. Provide maintenance when individuals fault on their contact or move.

4. BARRIERS TO CONSIDER FOR SUCCESSFUL IMPLEMENTATION

- a. Transportation
 - i. Procuring land within walking distance of high-density living areas
- b. Age and Health
 - i. Limiting the need to carry water in large quantities
 - ii. Consider raised beds in neighborhoods with a high elderly interest
- c. Flooding
 - i. Many marginalized gardeners garden for necessity and not for hobby. Their health and wellbeing can be dependent on it.
 - ii. Many diverse gardeners only have a small seed bank of seeds that cannot be purchased locally and thus not replaceable in a season due to flooding
- d. Seed Starting
 - i. Many apartments lack enough light to properly start seeds in windows.
 - ii. Transplants are more expensive than seed starting
 - iii. Because of our latitude and short growing season, seeds starting is needed for: Tomatoes, peppers, onions, okra, and eggplant. These varieties cannot be directly sowed in Iowa.
- e. Aesthetics
 - i. Different cultures have different views of weeds and beauty. Sometimes marginalized communities simply do not have the time to keep gardens weedless because of work schedules. The placement and management of gardens need to be taken into consideration how the surrounding community will view them.
 - ii. Public meeting to understand neighborhood concerns

- iii. Funding to management if growers move or cannot fulfil their contractual obligations.
- iv. Consider funding for wildflower berms and/or tracts that double both as an aesthetic buffer and beetle/pollinator bank.



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ELA Deposit Refund Checklist For FIF Program

(example)

The ELA Program yearly deposit is:

- o \$200 for +½ acre of land or more
- o \$100 for 1/2-1/4 acre
- o \$50 for less than ¼ acre
- o This deposit is fully refundable on October 31st or can be rolled into 2022 if planning on farming again when the Deposit Checklist is complete at the end of the season.

This deposit is fully refundable on October 31st or can be rolled into 2022 if planning on farming again when the following is met:

To get a full deposit refund please do the following:

- Return all equipment checked out from Feed Iowa First in working order. This includes:
 - o Grow lights
 - o Tillers
 - o High wheel hoes and attachments
 - o Hand tools
 - o Fence posts and stakes
 - o Fence wire
- Remove the following from the field:
 - o Woody plants such as eggplant and tomatoes
 - o Fence posts
 - o Wire/twine
 - o Irrigation and hoses
 - o Stakes
 - o Plastic container, clips and ties
 - o Ground fabric

If you need to terminate your lease before the end of the growing season, please talk to Feed Iowa First to plan.

BOARD OF SUPERVISORS

District 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



September 14, 2022

Allison Archambo
CLG Coordinator
600 East Locust Street
Des Moines, Iowa 50319

RE: Klinsky Farm National Register of Historic Places Nomination

Dear Ms. Archambo,

I write in support of the Klinsky Farm National Register of Historic Places nomination as undertaken by the Linn County Historic Preservation Commission (LC HPC), and supported by the Linn County Department of Planning and Development. The LC HPC has a long history of utilizing Certified Local Government (CLG) funding to complete inventories and National Register of Historic Places (NRHP) nominations. The successful listing of this historic farmstead on the NRHP would support ongoing efforts of the LC HPC's Rural Preservation Initiative. 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 assist with the protection of historic resources. This project supports the established RPI goal of completing NRHP nominations of previously unrecorded historic farm/rural structures.

Sincerely,

Ben Rogers
Chair, Linn County Board of Supervisors