

# **City of Seymour**

## **Title VI Plan**

**City of Seymour**  
**301-309 N. Chestnut**  
**Seymour, IN 47274**  
**(812) 522-4020**

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## I. MISSION STATEMENT

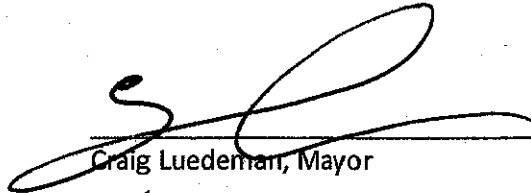
The City of Seymour (hereafter referred to as "City") is required to conform to Title VI of the Civil Rights Act of 1964 (Title VI) and all related statutes, regulations, and directives, which provide that no person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance on the grounds of race, color, age, national origin, gender, disability or income status.

The City assures that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance (23 CFR 200.9 Title 49 CFR 21).

The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of terms "programs and activities" to include all programs and activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are federally assisted or not (Public Law 100-259 [S.557] March 22, 1988).

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC§794), the City hereby gives assurance that no qualified disabled person shall, solely by reason of his 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 Federal financial assistance.

In the event the City distributed federal aid funds to a sub-recipient, the City will include Title VI language in all written agreements and will monitor for compliance. The City's Title VI Coordinator, Kris Hackman, is responsible for initiating and monitoring Title VI activities, preparing reports, and other responsibilities as required by 23 CFR 200.9 Title 49 CFR 21.



Craig Luedeman, Mayor

11/30/16  
Date

## II. DEFINITIONS:

As used in this Title VI Plan the following are further defined:

**Affected Parties:** persons protected against discrimination because of race, color, national origin, age, disability, gender, or income under Title VI and related requirements.

**Contractor:** a person or entity who has entered into an agreement with the City that is subject to the Title VI Requirements.

**LEP Program:** The Limited English Proficient program established by the City to assist individuals who do not speak English as their primary language, and who therefore have limited ability to read, speak, or understand the English language and connect with City government and assist with needed services.

**Proposed Project:** a project that receives federal funds and is subject to the Title VI Requirements.

**Sub recipient:** a person or entity that receives federal funds from the City to be used by the Entity to further the objectives of the federal grant. The City is the recipient of the grant, and the person or entity is a sub recipient of those grant funds. An example of a sub recipient relationship would be where the City grants federal funds to a non-profit corporation that the corporation uses to provide assistance for low-income households to pay utility bills.

**Title VI Requirements:** the nondiscrimination provisions contained in Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Federal Aid Highway Act of 1973, Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Executive Order 12898 and Executive Order 13166.

## III. AUTHORITIES

Title VI of 1964 Civil Rights Act provides that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance (23 CFR 200.9 Title 49 CFR 21).

The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs and activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are federal assisted or not (Public Law 100-259 [S.557] March 22, 1988).

## IV. ORGANIZATION AND STAFFING

Pursuant to 23 CFR 200, the City of Seymour has designated a Title VI Coordinator who is responsible for initiating, monitoring, and ensuring the City's compliance with Title VI requirements as follows:

- Administer, coordinate and implement the Title VI Program plan and distribute internally and externally via website and provide an annual work plan.
- Ensure that Assurances are being used in contracts for federal projects.

- Attend Title VI training.
- Collect public involvement data.
- Review written Title VI complaints and ensure every effort is made to resolve complaints informally at the local or regional level and review and update the City's Title VI plan and procedures as required.

Title VI Coordinator:

Kris Hackman

301-309 N. Chestnut Street

Seymour, IN 47274

(812) 522-4020

[hr@seymourin.org](mailto:hr@seymourin.org)

## V. FILING A COMPLAINT

**Complaint Procedure** – Any person who believes that he or she as a member of a protected class, has been discriminated against based on race, color, national origin, gender, age, disability, religion, low income status, or Limited English Proficiency (LEP) in violation of Title VI of the Civil Rights Act of 1964, as amended and its related statutes, regulations and directives, Section 504 of the Vocational Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, as amended, the Civil Rights Restoration Act of 1987, as amended, and any other Federal nondiscrimination statute may submit a complaint. A complaint may also be submitted by a representative on behalf of such person.

It is the policy of the City to conduct a prompt and impartial investigation of all allegations of discrimination and to take prompt effective corrective action when a claim of discrimination is substantiated.

No one may intimidate, threaten, coerce or engage in other discriminatory conduct against anyone because they have taken action or participated in an action to secure rights protected by the civil rights law. Any individual alleging such harassment or intimidation may submit a complaint by following the procedure printed below.

Any individual who feels that he or she has been discriminated against may submit a written or verbal complaint to the designated Title VI Coordinator. The complainant may file a signed, written complaint with the City of Seymour.

When submitting a written complaint the complaint should include the following information:

- Your name, mailing address, and how to contact you (i.e., telephone number, email address, etc.)
- How, when, where and why you believe you were discriminated against. Include the location, names and contact information of any witnesses.
- Other information that you deem significant.

The Title VI Complaint Form (see Appendix D) may be used to submit the complaint information. The Complaint Form may be found on the City of Seymour's website. The complaint may be filed in writing with Seymour at the following address:

Human Resources  
Seymour City Hall  
301-309 N. Chestnut  
Seymour, IN 47274  
Phone: (812) 522-4020  
Email: [hr@seymourin.org](mailto:hr@seymourin.org)  
Fax: (812) 523-6687

**NOTE:** The City of Seymour encourages all complainants to certify all mail that is sent through the U.S. Postal Service and/or ensure that all written correspondence can be tracked easily. For complaints originally submitted by facsimile, an original, signed copy of the complaint must be mailed to the Title VI Coordinator as soon as possible, **but no later than 180 days from the alleged date of discrimination.**

Within sixty days of the receipt of the complaint, the Title VI Coordinator will conduct an investigation of the allegation based on the information provided and issue a written report of its findings to the complainant. The Title VI Coordinator will try to obtain an informal voluntary resolution to all complaints at the lowest level possible.

Any person aggrieved by the findings of the Title VI Coordinator may, within fifteen (15) days of the receipt of the response of the Title VI Coordinator, file an appeal to the Office of the Mayor. The Mayor or his designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, the Office of the Mayor will respond in writing, will explain the position of the Mayor and offer a final resolution of the complaint.

#### **Active lawsuits or complaints and civil rights compliance review**

The City of Seymour shall prepare and maintain a list of any of the following that allege discrimination on the basis of race, color, or national origin:

- Active investigations conducted by the City of Seymour and entities other than the City of Seymour;
- Lawsuits; and
- Complaints naming the City of Seymour.

## **VI. PUBLIC PARTICIPATION PLAN:**

The City of Seymour is committed to ensuring that community involvement and outreach is done in a respectful and appropriate manner that will allow for diverse involvement. Public meetings, programs and activities will provide equitable opportunities for participation.

The City of Seymour utilizes a variety of methods and forums to solicit community participation. The following is a non-inclusive list:

**Board of Public Works (BOW):** The BOW serves as the city's public body for contract and policy changes. All meetings are public and thus information is disseminated to the public through this forum.

**Local Newspaper:** The city uses the newspaper for many of its notices and advertising to notify of capital projects or any change in service changes. A notice of plan has been published in the paper of local circulation.

**City Website:** The City of Seymour's nondiscrimination policy will be posted on the City website.

To promote inclusive public participation, the City of Seymour will use its resources available to employ the following strategies, as appropriate:

- Provide for early, frequent and continuous engagement by the public.
- Use social media in addition to other resources as a way to gain public involvement.

## **VII. LIMITED ENGLISH PROFICIENCY (LEP)**

The City of Seymour, Indiana will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in our services, activities, programs and other benefits.

For any program or project receiving federal funds the City of Seymour will conduct a four part analysis to determine what, if any, limited English proficiency services will be required.

The four factors to be considered in determining the need and type of language assistance services are:

1. Number or Proportion of LEP individuals
2. Frequency of Contact with the Program
3. Nature and Importance of the Program
4. Resources Available to the City of Seymour, Indiana

If a review of the first two factors show that less than five percent (5%) of the intended beneficiaries of the program or project are limited English proficient, no language assistance measures will be developed for that program or project.

However, in an effort to ensure that persons with Limited English Proficiency have meaningful access and equal opportunity, the City of Seymour will accommodate any and all requests for oral or written translation services.

If more than five percent (5%) of the intended beneficiaries of the program or project are limited English proficient, the City of Seymour will review the nature and importance of the program or project to determine what language assistance measures should be developed for the program or project. The resources available to the City of Seymour should be considered in determining the appropriate language assistance measures. Language assistance measures may include, but not limited to, oral translation services, including the use of a telephone interpreter line, and written translation services.

### **VIII. Monitoring Contractors and Consultants**

The City of Seymour, Indiana will ensure that all federally funded contracts contain required Title VI assurances prohibiting discrimination in violation of the City of Seymour's policy on non-discrimination. The City of Seymour will monitor consultants and contractors for compliance with the City of Seymour's non-discrimination policy. The City of Seymour will promptly investigate any alleged claim of discrimination and will work with the consultant or contractor to obtain voluntary compliance with the City of Seymour's non-discrimination policy.



## Standard U.S. DOT Title VI Assurances

The **City of Seymour, Indiana** in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 1000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Sub-Title A, Office of Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full 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 of an award.

The **City of Seymour, Indiana** (hereinafter referred to as the "Recipient") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the Department of Transportation and the Federal Highway Administration, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. Title 49, Code of Federal Regulations (CFR), Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures (hereinafter referred to as the Regulations) and other pertinent nondiscrimination authorities and directives, to the end that in accordance with the Act, Regulations, and other pertinent nondiscrimination authorities and directives, no person in the United States shall, on the grounds of race, color, or national origin, sex (23 USC 324), age (42 USC 6101), disability/handicap (29 USC 790) and low income (Executive Order 12898) 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 the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by Title 49 Code of Federal Regulations subsection 21.7(a)(1) and title 23 Code of Federal Regulations, section 200.9(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its Federal Aid Transportation Program:

1. That the Recipient agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federal Aid Transportation Program and, in adapted form in all proposals for negotiated agreements.

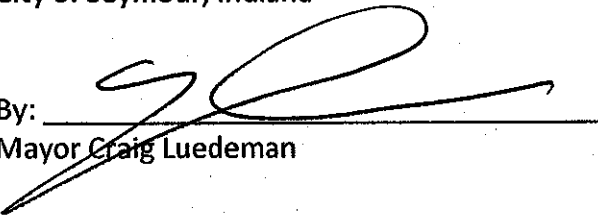
3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B of this assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall 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 shall extend to rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under Federal Aid Transportation Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under Federal Aid Transportation 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 shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, 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 Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient Department of Transportation under the Federal Aid Transportation Program and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Aid Transportation Program. The person or persons whose signature appear below are authorized to sign this assurance on behalf of the Recipient.

Dated: 4/30/16

City of Seymour, Indiana

By:   
Mayor Craig Luedeman

**APPENDIX A**  
**(To be inserted in all Federal Aid Contracts)**

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 shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall 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 shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, 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, such potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports by the Regulations or directives issued pursuant hereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the (Name of Appropriate Administration) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the (Name of Appropriate Administration) as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract sanctions as it or the (Name of Appropriate Administration) may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b. Cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take action with respect to any subcontractor procurement as the (Recipient) or the (Name of Appropriate Administration) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (Recipient) to enter into such litigation to protect the interests of the (Recipient), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX B

### **This is applicable when acquiring federally owned land**

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

#### **(GRANTING CLAUSE)**

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the **City of Seymour, Indiana** will accept Title to the lands and maintain the project constructed thereon, in accordance with 9Name of Appropriate Legislative Authority), the Regulation for the Administration of the Federal Aid Transportation Program and the policies and procedures prescribed by INDOT or FHWA of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) 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 **City of Seymour, Indiana** all the right, Title and interest of the 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 **City of Seymour, Indiana** 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 shall be binding on the **City of Seymour, Indiana**, its successors and assigns.

The **City of Seymour, Indiana**, in consideration or the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person 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 with regard to any facility located wholly or in part on over or under such lands hereby conveyed [,] [and]\* (2) that the **City of Seymour, Indiana** shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-Title A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended [,] and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and it 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 effectuate the purposes of Title VI of the Civil Rights Act of 1964.

## APPENDIX C

### (If land is acquired through the federal highway program and the City sells or leases the property to another entity Appendix C is applicable)

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the **City of Seymour, Indiana** pursuant to the provisions of Assurance 7.

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his 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 in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]\*

That in the event of breach of any of the above nondiscrimination covenants, **City of Seymour, Indiana** shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued. [Include in deed]\*

That in the event of breach of any of the above nondiscrimination covenants, the **City of Seymour, Indiana** shall have the right to reenter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the **City of Seymour, Indiana** and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the **City of Seymour, Indiana** pursuant to the provisions of Assurance 7.

The (grantee, licensee, lessee, permittee, etc. as appropriate) for himself, his 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 shall 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 shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Sub-Title A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964), and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]\*

**\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.**

**That in the event of breach of any of the above nondiscrimination covenants, City of Seymour, Indiana shall have the right to terminate the [license, lease, permit, etc.] and to reenter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made of issued.**

**[Include in deeds]\***

**That in the event of breach of any of the above nondiscrimination covenants , City of Seymour, Indiana shall have the right to reenter said land and facilities there-on, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of City of Seymour, Indiana and its assigns.**

**\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.**

**APPENDIX D  
TITLE VI COMPLAINT FORM  
City of Seymour, Indiana**

Complainant's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Person discriminated against: (If someone other than the complainant)

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Please indicate why you believe the discrimination occurred:

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Race          | <input type="checkbox"/> Color                       | <input type="checkbox"/> Age                    |
| <input type="checkbox"/> Sex           | <input type="checkbox"/> Sexual Orientation          | <input type="checkbox"/> Gender identity        |
| <input type="checkbox"/> Disability    | <input type="checkbox"/> National origin             | <input type="checkbox"/> Religion               |
| <input type="checkbox"/> Income status | <input type="checkbox"/> Limited English proficiency | <input type="checkbox"/> Other (Please explain) |

What was the date of the discrimination?: \_\_\_\_\_

Where did the alleged discrimination take place?: \_\_\_\_\_





Please attach any documents or other information that you believe is relevant to your complaint. Please sign, date and send your complaint to:

Kris Hackman, Human Resources Director  
The City of Seymour  
301-309 N. Chestnut  
Seymour, IN 47274

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX E**

### **ANNUAL REPORT**

This report will be updated annually to show progress toward compliance with Title VI of the Civil Rights Act as well as information regarding complaints and investigations.

**APPENDIX F**

**VOLUNTARY TITLE VI**

**PUBLIC INVOLVEMENT SURVEY**

**The City of Seymour, Indiana**

Kris Hackman, Human Resources  
Director, Title VI Coordinator  
The City of Seymour  
301-309 N. Chestnut  
Seymour, IN 47274  
Phone: (812) 522-4020  
Fax: (812) 523-6687  
Email: hr@seymourin.org

As a recipient of Federal funds, the City of Seymour is required to develop a procedure for gathering statistical data regarding participants and beneficiaries of its Federal Aid programs and activities (23 CFR 200.9(b) (4). The City of Seymour is distributing this voluntary survey to fulfill that requirements to gather information about the populations affected by the City of Seymour activities.

Submittal of this information is voluntary. You are not required to complete this survey. This form is a public document that the City of Seymour will use to monitor its programs and activities for compliance with Title VI of the Civil Rights Act of 1964, as amended and its related statutes and regulations.

If you have any questions regarding the City of Seymour's responsibilities under Title VI of the Civil Rights Act of 1964, please contact the City of Seymour's Title VI coordinator.

**Date:** (month, date, year): \_\_\_\_\_

**Meeting:**

\_\_\_\_ County Commissioners    \_\_\_\_ County Council    \_\_\_\_ Redevelopment Commission

\_\_\_\_ Plan Commission    \_\_\_\_ Solid Waste    \_\_\_\_ Redevelopment Authority

\_\_\_\_ Health Board    \_\_\_\_ Board of Works    \_\_\_\_ Other

**Gender:**    \_\_\_\_ Male    \_\_\_\_ Female

**Ethnicity:**    \_\_\_\_ Hispanic or Latino    \_\_\_\_ Not Hispanic or Latino

                    \_\_\_\_ National Origin:    \_\_\_\_ USA    \_\_\_\_ Other

**Race:**    \_\_\_\_ American Indian or Alaska Native    \_\_\_\_ Asian    \_\_\_\_ Black or African American

                    \_\_\_\_ Native Hawaiian or Other Pacific Islander    \_\_\_\_ White    \_\_\_\_ Multiracial

**Age:**    \_\_\_\_ 1-21    \_\_\_\_ 22-40    \_\_\_\_ 41-65    \_\_\_\_ 65+    **Disability**    \_\_\_\_ Yes    \_\_\_\_ No

**Household Income:**

                    \_\_\_\_ 0-\$12,000                      \_\_\_\_ \$12,001 - \$24,000                      \_\_\_\_ \$24,001-\$36,000

                    \_\_\_\_ \$36,001-\$48,000                      \_\_\_\_ \$48,001-\$60,000                      \_\_\_\_ \$60,001+