

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

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

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

LinnCounty.org

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Wednesday, March 10, 2021

11 a.m.

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

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

Consent Agenda

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

Reports**Resolutions**

Resolution Declaring Surplus County Property and Authorizing its Disposal relating to the transfer of title for a 2006 Chrysler Town & Country van used by LIFTS, from Linn County to Willis Dady.

Resolution to award bid on project M-BR 1663(21), bridge repairs to bridge 1663 on Austin Road, to Taylor Construction, Inc. in the amount of \$35,016.00 and authorize Brad Ketels, P.E. to sign the contract and associated documents.

Contract and Agreements

Approve and authorize Chair to sign an amended contract between Early Childhood Iowa and Linn County Child Development Center for Early Care and Education Supportive Services with the intent to purchase equipment and supplies for the center's sensory rooms, classrooms including health and safety supplies and 4 laptop computers for teachers. Addition to the original contract is \$22,744.

Approve and authorize Chair to sign an amended contract between Early Childhood Iowa and Family Transformation Services for supplies for Long term Nurturing Parenting Program including parenting supplies/incentives and child health and safety supplies. Addition to the original contract is \$3,656.

Approve and authorize Chair to sign an amended contract between Early Childhood Iowa and Family Transformation Services for supplies for Short term Nurturing Parenting Program including parenting supplies/incentives and child health and safety supplies. Addition to the original contract is \$1,219.

Approve and authorize Chair to sign a Partial Release of the judgement in place against properties listed at 915 Shaver Road NE, and 1800 10th Street SE, Cedar Rapids, Iowa to be used for flood control measures

Approve and authorize Chair to sign a Contract for Services between Sweney Group LLC and Linn County Sheriff's Office to perform an audit to assess compliance at the Linn County Correctional Center of the Prison Rape Elimination Act (PREA) for \$3,301.80.

Approve and authorize Chair to sign 36 month lease at \$219.13 with Gordon Flesch Company, Inc. for a copier for the Sheriff's Office.

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

Second consideration for rezoning case JR21-0001, request to rezone property located in the 2000 Block of Covington Rd. NW NE 15-83-8, from the VR (Village Residential) district to the VM (Village Mixed-Use) district, approximately 0.37 acres, Brecke Construction Services, LLC, owner.

Discuss and decide joint proposal from Kirkwood Community College and Eastern Iowa Airport for letter of support in Federal Aviation Administration (FAA) grant request and conditional financial award of \$25,000 from FY'22 Economic & Community Development funds.

Update on Linn County's response to COVID-19

Discuss the reopening status of Linn County government buildings closed in response to COVID.

Public Comment: Five Minute Limit per Speaker

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

Board Member Reports

Legislative Update

Correspondence

Appointments

Adjournment

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

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

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

RESOLUTION NO. 2021 - -

A RESOLUTION DECLARING SURPLUS COUNTY PROPERTY AND AUTHORIZING ITS DISPOSAL

WHEREAS, Linn County LIFTS identified that a certain 2006 Chrysler Town & Country van, VIN: 2A4GP54L96R759332, previously used to provide participant rides is “retired” from use and no longer meets the needs of Linn County LIFTS; and,

WHEREAS, Willis Dade will accept the transfer of ownership for said bus.

BE IT THEREFORE RESOLVED by the Linn County Board of Supervisors, this date met in lawful session, that the following described property is declared to be surplus property:

2006 Chrysler Town & Country van, VIN: 2A4GP54L96R759332

BE IT FURTHER RESOLVED the Linn County Board of Supervisors determines that there is no further public use for this property and authorizes Linn County LIFTS to transfer ownership of the same to Willis Dade at no charge with the understanding that Willis Dade accepts said van “as is” without warranty of any kind and assumes all responsibility for the proper use, any required maintenance, and ultimately the disposal of said van.

Passed and approved this 10th day of March 2021.

LINN COUNTY BOARD OF SUPERVISORS

Stacey walker, Chair

Ben Rogers, Vice Chair

Louis Zumbach, Supervisor

Aye: _____ Nay: _____ Abstain: _____

ATTEST:

Joel Miller, Linn County Auditor

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

_____ Aye _____ Nay _____ Abstain and _____ Absent from voting.

January 31, 2020

RESOLUTION # _____

WHEREAS, the Board of Supervisors, hereafter referred to as “the Board”, believes the M-BR 1663(21), hereafter referred to as “the project” is in the best interest of Linn County, Iowa, and the residents thereof. The project is defined as

Bridge Repair on Austin Road - Bridge #1663.

; and

WHEREAS, the Board has sought appropriate professional guidance for the concept and planning for the project and followed the steps as required by the Code of Iowa for notifications, hearings, and bidding/letting; and

WHEREAS, The Board finds this resolution appropriate and necessary to protect, preserve, and improve the rights, privileges, property, peace, safety, health, welfare, comfort, and convenience of Linn County and its citizens, all as provided for in and permitted by section 331.301 of the Code of Iowa; and

IT IS THEREFORE RESOLVED by Board to accept the bid from TAYLOR CONSTRUCTION, INC. in the amount of \$35,016.00 and awards the associated contract(s) to the same;

BE IT FURTHER RESOLVED that all other resolutions or parts of resolutions in conflict with this resolution are hereby repealed. If any part of this resolution is adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution or action of The Board as a whole or any part thereof not adjudged invalid or unconstitutional. This resolution shall be in full force and effect from and after the date of its approval as provided by law; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Linn County, Iowa, that after receiving the necessary contract documents, including but not limited to, the contractor's bond and certificate of insurance, Brad Ketels, P.E. Linn County Engineer, the County Engineer for Linn County, Iowa, be and is hereby designated, authorized, and empowered on behalf of the Board of Supervisors of said County to execute the contracts in connection with the afore awarded bridge maintenance project quoted on 3/2/2021.

Dated at Cedar Rapids, Iowa, this ____ day of _____.

Board of Supervisors of Linn County, Iowa

ATTEST:

By _____

County Auditor

SEAL

**LINN COUNTY SECONDARY ROAD DEPARTMENT
1888 COUNTY HOME ROAD, MARION, IOWA 52302**

M-BR 1663(21) Bid Tabulation

Linn County

Work Type: Bridge Repair

Letting Date:

					Apparent Low Bid					
					Engineer's Estimate		TAYLOR CONSTRUCTION, INC. 7316 COLUMBUS NEW VIENNA, IA 52065-0000		PETERSON CONTRACTORS INC 104 BLACKHAWK REINBECK, IA 50669	
	Item Number	Description	Units	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	2102-2710090	EXCAVATION, CLASS 10, WASTE	CY	180.0	\$13.00	\$2,340.00	\$20.00	\$3,600.00	\$35.00	\$6,300.00
2	2210-0475105	CHOKE STONE BASE	TON	20.0	\$50.00	\$1,000.00	\$50.00	\$1,000.00	\$80.00	\$1,600.00
3	2409-4200001	MISCELLANEOUS HARDWARE	LB	48	\$50.00	\$2,400.00	\$12.00	\$576.00	\$52.00	\$2,496.00
4	2507-6800042	REVTMENT, CLASS D	TON	50.0	\$50.00	\$2,500.00	\$90.00	\$4,500.00	\$240.00	\$12,000.00
5	2518-6910000	SAFETY CLOSURE	EACH	2	\$250.00	\$500.00	\$100.00	\$200.00	\$400.00	\$800.00
6	2528-8445110	TRAFFIC CONTROL	LS	1.00	\$1,500.00	\$1,500.00	\$900.00	\$900.00	\$1,500.00	\$1,500.00
7	2533-4980005	MOBILIZATION	LS	1.00	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
8	2599-9999009	STEEL HP PILE CAP	LF	28.0	\$350.00	\$9,800.00	\$400.00	\$11,200.00	\$500.00	\$14,000.00
9	2599-9999009	TREATED LUMBER SPACER	LF	88.0	\$25.00	\$2,200.00	\$80.00	\$7,040.00	\$15.00	\$1,320.00
Contract Totals					\$32,240.00		\$35,016.00		\$46,016.00	
Percent of Estimate					100.00%		108.61%		142.73%	

FY 21 LINN COUNTY EARLY CHILDHOOD IOWA BOARD CONTRACT-

Amended to add \$ and Fund Source

Funds: School Ready General and Early Childhood

This Contract Amendment is between the Linn County Early Childhood Iowa (ECI) Board and **Linn County Board of Supervisors on behalf of LCCS Child Development Center**. This amendment will increase the amount of ECI funds in the contract and also add an additional fund source- Early Childhood. The program category type remains: Early Care and Education Supportive Services. The additional funds will provide financial support of program enhancements to ensure high quality supportive services for families with children enrolled in the Linn County Child Development Center.

SECTION 1. IDENTITY OF THE PARTIES.

- 1.1** The **Linn County Early Childhood Iowa Board** ("Board") is authorized to enter into this Contract. The Board's address is: 1240 26th Avenue Ct SW, Cedar Rapids, IA 52404.
Contact Person: ECI Director Phone: #892-5721
- 1.2** **Linn County Board of Supervisors ("Contractor")**, on behalf of Linn County Child Development Center is organized under the laws of the state of Iowa and authorized to do business in the state of Iowa. The Contractor's address is: 935 2nd Street SW, Cedar Rapids, Iowa 52404.
Designated Contact Person: Gloria Witzberger Phone: #319-892-5723

SECTION 2. DURATION OF CONTRACT- Amendment

The term of this Amendment shall be **February 23, 2021 through June 30, 2021** unless terminated earlier in accordance with the Termination section of this Contract.

SECTION 3. SCOPE OF SERVICES.

3.1 Amendment to Deliverables- Operational:

3.1.7 Add this text: In addition, children under the age of 3 yrs, whose family meets income and work/training requirements, may be served by the new approved services with Early Childhood funds.

3.1.16 Add this text: Contractor to equip three (3) Sensory Rooms located in the Linn County Harris Building per the material specified in the approved funding request or appropriate commensurate materials. Plan is to have one room for gross motor stimulation, one for tactile stimulation, and one for sight\sound stimulation. Teachers with specialized training will utilize the rooms to best meet the needs of enrolled children, under age 6, with behavioral, emotional, or developmental needs. The Linn County ECI Board's financial support of the rooms is to be appropriately acknowledged.

3.1.17 Add this text: Contractor to purchase laptops, classroom furniture, and personal protective equipment as outlined in the approved funding request and budget. Any materials that will benefit services to children under age 3 yrs must be billed to the Early Childhood funds

3.2 Amendment to Outputs & Performance Measure Goals

3.2.10: Add this text:

- a. Report the dates that Operational Items 3.1.16 and 3.1.17 are completed.
- b. Share how the Linn County ECI financial support of the Sensory Rooms was acknowledged.
- c. Share a staff, parent, or child story or comment re: the Sensory Rooms.

3.3 Amendment to Monitor and Review Clause: NA

3.4 Amendment to Fiscal Requirements: NA

3.5 Amendment to Non-Exclusive Rights: NA

SECTION 4. COMPENSATION.

4.1 Amendment to Pricing: The Payment amount for FY 21 is updated to read:

The Contractor will be paid for actual expenses in support of the approved Deliverables not to exceed \$83,629 and not to exceed the approved budget per funding sources below without Linn County ECI office action:

- School Ready General
- Early Childhood

4.2 Amendment to Payment Clause: NA

4.3 Delay of Payment Due to Contractor's Failure: NA

SECTION 5. Amendment to TERMINATION: NA

SECTION 6. Amendment to CONFIDENTIAL INFORMATION: NA

SECTION 7. Amendment to INDEMNIFICATION: NA

SECTION 8. Amendment to INSURANCE: NA

SECTION 9. Amendment to INTELLECTUAL PROPERTY, PATENT AND COPYRIGHT: NA

SECTION 10. Amendment to CONTRACT ADMINISTRATION: NA

CONTRACT EXECUTION.

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Contract and have caused their duly authorized representatives to execute this Contract.

Contractor: Linn County Board of Supervisors for the Linn County Child Development Center	Board: Linn County Early Childhood Iowa
Signature of Authorized Representative:	Signature of Authorized Representative:
Printed Name:	Printed Name:
Title:	Title: Chair
Date:	Date:

FY 21 LINN COUNTY EARLY CHILDHOOD IOWA BOARD CONTRACT-

Amended to add \$

Fund: School Ready General

This Contract Amendment is between the Linn County Early Childhood Iowa (ECI) Board and **Linn County Board of Supervisors on behalf of the Family Transformation Services for the Nurturing Parent Program (NPP)**. Intent is to provide **long term** home visitation Family Support services to Linn County families with children under the age of six that meet the eligibility criteria of the State Early Childhood Iowa Tool FF. The additional funds will provide financial support of program enhancements to ensure high quality supportive services for families enrolled in the **Long Term Nurturing Parent Program**.

SECTION 1. IDENTITY OF THE PARTIES.

- 1.1 The **Linn County Early Childhood Iowa Board** ("Board") is authorized to enter into this Contract. The Board's address is: 1240 26th Avenue Ct SW, Cedar Rapids, IA 52404.
Contact Person: ECI Director Phone: #892-5721
- 1.2 **Linn County Board of Supervisors**, ("Contractor") is organized under the laws of the state of Iowa and authorized to do business in the state of Iowa. The Contractor's address is: 935 2nd Street SW, Cedar Rapids, Iowa 52404.
Designated Contact Person: Gloria Witzberger Phone: #319-892-5723

SECTION 2. DURATION OF CONTRACT - Amendment

The term of this Contract shall be **February 23, 2021 through June 30, 2021** unless terminated earlier in accordance with the Termination section of this Contract.

SECTION 3. SCOPE OF SERVICES

3.1 Amendment to Operational:

3.1.19: Add this text:

I. Contractor to purchase family incentives as outlined in the approved funding request and budget. The incentives will be items that may reduce stressors for families enrolled in NPP Long Term program.

3.2 Amendment to Outputs & Performance Measure Goals:

3.2.13: Add this text: Report the % of staff that satisfactorily completed the National Certification Exam.

3.2.14: Add this text: Share a staff or family comment or story re: family incentives.

3.3 Amendment to Monitor and Review Clause: NA

3.4 Amendment to Fiscal Requirements: NA

3.5 Amendment to Non-Exclusive Rights: NA

SECTION 4. COMPENSATION.

4.1 Amendment to Pricing: The Payment amount for FY 21 is updated to read:

The Contractor will be paid for actual expenses in support of the approved Deliverables not to exceed \$82,843 in School Ready General.

4.2 Amendment to Payment Clause: NA

4.3 Delay of Payment Due to Contractor's Failure: NA

SECTION 5. Amendment to TERMINATION: NA

SECTION 6. Amendment to CONFIDENTIAL INFORMATION: NA

SECTION 7. Amendment to INDEMNIFICATION: NA

SECTION 8. Amendment to INSURANCE: NA

SECTION 9. Amendment to INTELLECTUAL PROPERTY, PATENT AND COPYRIGHT: NA

SECTION 10. Amendment to CONTRACT ADMINISTRATION: NA

CONTRACT EXECUTION.

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Contract and have caused their duly authorized representatives to execute this Contract.

Contractor: Linn County Board of Supervisors for the NPP Long Term Home Visitation	Board: Linn County Early Childhood Iowa
Signature of Authorized Representative:	Signature of Authorized Representative:
Printed Name:	Printed Name:
Title:	Title: Chair
Date:	Date:

FY 21 LINN COUNTY EARLY CHILDHOOD IOWA BOARD CONTRACT-

Amended to add \$

Fund: School Ready General

This Contract Amendment is between the Linn County Early Childhood Iowa (ECI) Board and **Linn County Board of Supervisors on behalf of the Family Transformation Services for the Nurturing Parent Program (NPP)**. Intent is to provide **short term** home visitation Family Support services to Linn County families with children under the age of six that meet the eligibility criteria of the State Early Childhood Iowa Tool FF. The additional funds will provide financial support of program enhancements to ensure high quality supportive services for families enrolled in the **Short Term Nurturing Parent Program**.

SECTION 1. IDENTITY OF THE PARTIES.

- 1.1 The **Linn County Early Childhood Iowa Board** ("Board") is authorized to enter into this Contract. The Board's address is: 1240 26th Avenue Ct SW, Cedar Rapids, IA 52404.
Contact Person: ECI Director Phone: #892-5721
- 1.2 **Linn County Board of Supervisors**, ("Contractor") is organized under the laws of the state of Iowa and authorized to do business in the state of Iowa. The Contractor's address is: 935 2nd Street SW, Cedar Rapids, Iowa 52404.
Designated Contact Person: Gloria Witzberger Phone: #319-892-5723

SECTION 2. DURATION OF CONTRACT - Amendment

The term of this Contract shall be **February 23, 2021 through June 30, 2021** unless terminated earlier in accordance with the Termination section of this Contract.

SECTION 3. SCOPE OF SERVICES.

3.1 Amendment to Operational:

3.1.18: Add this text:

f. Contractor to purchase family incentives as outlined in the approved funding request and budget. The incentives will be items that may reduce stressors for families enrolled in NPP Short Term program.

3.2 Amendment to Outputs & Performance Measure Goals:

3.2.8: Add this text:

- l. Report the % of staff that satisfactorily completed the National Certification Exam.
- m. Share a staff or family comment or story re: family incentives.

3.3 Amendment to Monitor and Review Clause: NA

3.4 Amendment to Fiscal Requirements: NA

3.5 Amendment to Non-Exclusive Rights: NA

SECTION 4. COMPENSATION.

4.1 Amendment to Pricing: The Payment amount for FY 21 is updated to read:

The Contractor will be paid for actual expenses in support of the approved Deliverables not to exceed \$105,169 in School Ready General.

4.2 Amendment to Payment Clause: NA

4.3 Delay of Payment Due to Contractor's Failure: NA

SECTION 5. Amendment to TERMINATION: NA

SECTION 6. Amendment to CONFIDENTIAL INFORMATION: NA

SECTION 7. Amendment to INDEMNIFICATION: NA

SECTION 8. Amendment to INSURANCE: NA

SECTION 9. Amendment to INTELLECTUAL PROPERTY, PATENT AND COPYRIGHT: NA

SECTION 10. Amendment to CONTRACT ADMINISTRATION: NA

CONTRACT EXECUTION.

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Contract and have caused their duly authorized representatives to execute this Contract.

Contractor: Linn County Board of Supervisors for the NPP Short Term Home Visitation	Board: Linn County Early Childhood Iowa
Signature of Authorized Representative:	Signature of Authorized Representative:
Printed Name:	Printed Name:
Title:	Title: Chair
Date:	Date:



December 16, 2020

Linn County Attorney's Office- Civil Division
Attn: Lisa M. Epp, Assistant Linn County Attorney
935 2nd Street SW
Cedar Rapids, Iowa 52404

RE: Cedar River, Cedar Rapids, Iowa, Flood Risk Management Project; request for partial release of judgment on Interstate Power and Light Company owned parcels (GPN 142730500400000; 141630200200000; and 142730500100000)

Dear Lisa M. Epp,

I am writing you today in regards to the Judgment filed July 15, 2015, Case No. 1:15-CV-00061-EJM by Plaintiffs United States of America, The State of Iowa, The County of Linn, Iowa, and Sierra Club versus defendant Interstate Power and Light Company.

The City of Cedar Rapids, Iowa (City) and the U.S. Army Corps of Engineers (USACE) are in the process of constructing a flood control system in Cedar Rapids, Iowa. The City, as the non-federal sponsor for this project, is responsible for providing all unencumbered lands, easements, rights-of-way, relocations, and disposal areas needed to construct and operate the flood control system.

The City is requesting a partial release of the judgment in place against properties located at 915 Shaver Road NE, Cedar Rapids, Iowa 52402 and 1800 10th Street SE, Cedar Rapids, Iowa 52401, owned by Interstate Power and Light Company. The legal descriptions for these properties are:

PART OF LOT 5, AUDITOR'S PLAT NO 29, CEDAR RAPIDS, LINN COUNTY, IOWA

OUTLOT A, JOHN WEARE'S SECOND ADDITION TO CEDAR RAPIDS, LINN COUNTY, IOWA

A PART OF PARCEL A, PLAT OF SURVEY NO. 2216 AS FILED IN BOOK 10289, PAGE 465 OF
THE COUNTY RECORDS OF LINN COUNTY, IOWA

More particularly described on survey Exhibits A, B, and C, attached.

Interstate Power and Light Company informed the City they have and continue to be in compliance with certain emissions control per the Clean Air Act (CCA) and have applied for New Source Review (NSR) permits that conform within the permitting requirements. Interstate Power and Light Company have achieved, maintained, and continue to demonstrate compliance with the Clean Air Act (CCA) and applicable requirements established thereunder the Preventions of Significant Deterioration Act (PSD) and to take appropriate action to remedy, mitigate and offset the harm to the public health and environment as detailed in Case No. 1:15-CV-00061-EJM. Interstate Power and Light Company has paid all related civil penalties.

Public Works Department

City Services Center • 500 15th Avenue S.W. • Cedar Rapids, Iowa 52404-5836 • (319) 286-5802 • FAX (319) 286-5801

On September 2, 2015, the United States of America, the State of Iowa, the County of Linn, Iowa, the Sierra Club and Interstate Power and Light Company filed a Joint Stipulation Terminating a Completed Task in the Consent Decree requesting court approve termination. This was certified and filed on August 26, 2016. This action was acknowledgment that all civil penalties outlined in the judgment had been completed.

We respectfully request you agree to the requested partial release of properties as outlined and shown on Exhibits A, B, and C, attached. Please find enclosed the prepared Partial Release of Judgment Lien. Please return the signed Partial Release of Judgment Lien by 1/29/2021. If you have any questions about this request, contact me at 225 2nd St. SE, Ste. 210 Cedar Rapids, IA 52401, by phone 319-360-7849 or email breid@prosourcectech.com.

Sincerely,
ProSource Technologies, LLC On behalf of the City of Cedar Rapids



Billie Reid
Title Specialist

cc: The City of Cedar Rapids, file

Enclosures:
Copy of Judgment filed July 15, 2015, Case No. 1:15-CV-00061-EJM
Partial Release of Judgement Lien with Exhibits A, B, and C (2 copies)
Business card
Return envelope

Public Works Department

City Services Center • 500 15th Avenue S.W. • Cedar Rapids, Iowa 52404-5836 • (319) 286-5802 • FAX (319) 286-5801

THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF IOWA
CEDAR RAPIDS DIVISION

IN RE:

Upon the Petition of

NO. 1:15-CV-00061-EJM

Linn County, Iowa,

Plaintiff(s),

**PARTIAL RELEASE OF JUDGMENT
LIEN AS
TO SPECIFIC PROPERTY**

and Concerning:

**Interstate Power and Light Company,
Defendants(s).**

The undersigned, holder of judgment for injunctive relief and civil penalties as a result of violation of the Prevention of Significant Deterioration "PSD" provisions of the Act, 42 U.S.C. Sections 7470-7492 and the EPA-approved Iowa State Implementation Plan ("Iowa SIP") regulations promulgated thereunder in the above-entitled matter, or attorney of record for the holder of said judgment in the above-entitled matter, does hereby release the lien of said judgment from the following described real estate:

PART OF LOT 5, AUDITOR'S PLAT NO 29, CEDAR RAPIDS, LINN COUNTY, IOWA

OUTLOT A, JOHN WEARE'S SECOND ADDITION TO CEDAR RAPIDS, LINN COUNTY, IOWA

A PART OF PARCEL A, PLAT OF SURVEY NO. 2216 AS FILED IN BOOK 10289, PAGE 465 OF THE COUNTY RECORDS OF LINN COUNTY, IOWA, more particularly described on Exhibits A, B, and C, attached hereto and incorporated herein by this reference.

Executed this day of , 20 ,

Judgment Holder or Attorney of Record for Judgment Holder

STATE OF IOWA, LINN COUNTY, ss.

On this day of , 20 , before me, a Notary Public in and for said County and State, personally appeared , to me personally known, and who, being by me duly sworn, acknowledged that executed the same as voluntary act and deed (as judgment holder) (as attorney of record for and on behalf of said judgment holder).

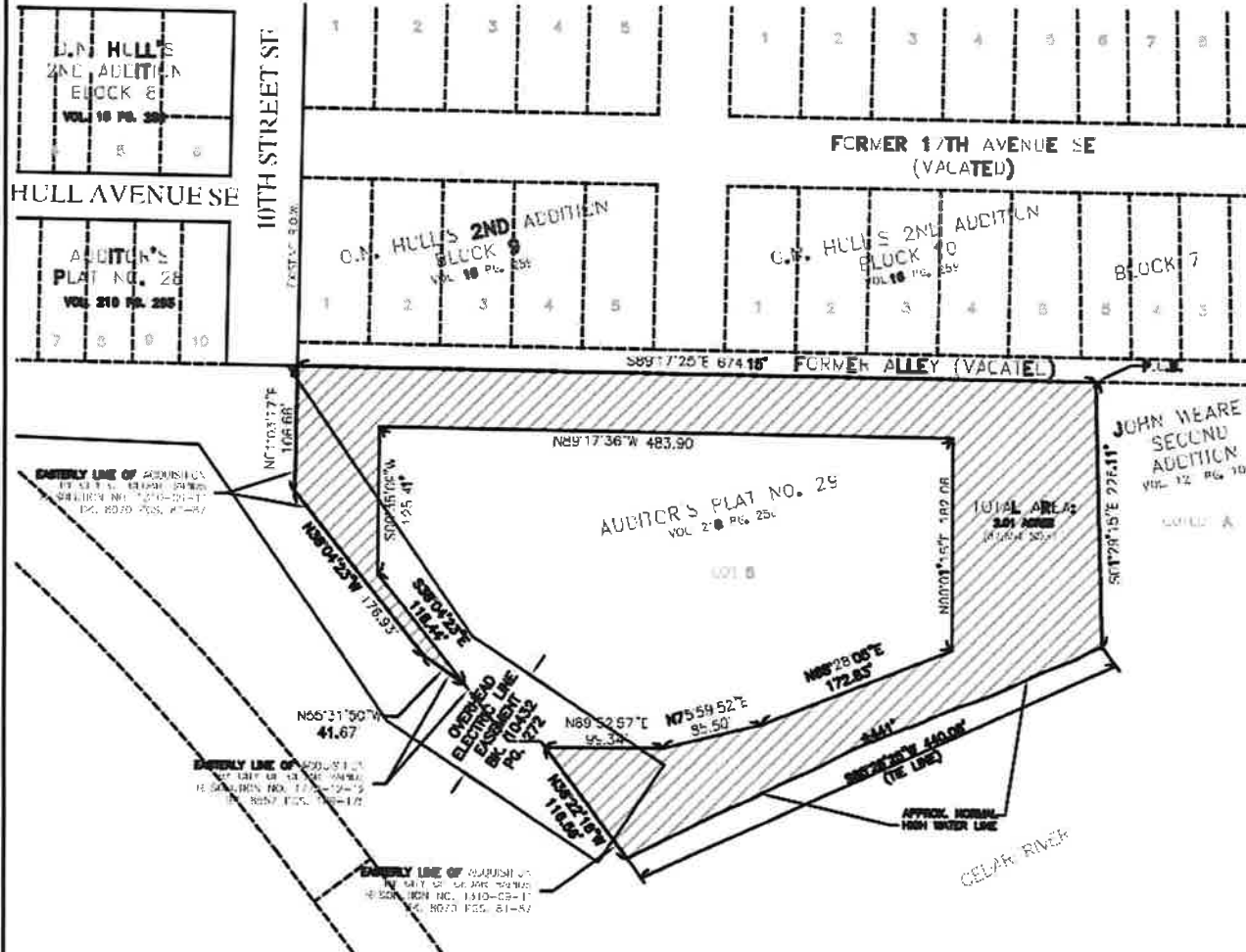
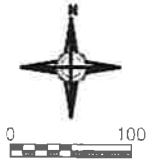
(NOTARIAL SEAL)

(Type/Print Name)
Notary Public in and for the State of .
My Commission expires:

Exhibit A Page 1

EXHIBIT A

FLUOROCARBON SYSTEMS, INC.
Proprietors of Reach 4, Reach 5, Reach 6, Anderson-Rogers Interstate Power and Light, Inc.
2001 River Ridge Drive, Cedar Rapids, Iowa 52401-2702



Legal Description

PART OF LOT 1, ADDITION 13, PLAT NO. 26, CEDAR RAPIDS, IOWA, FURTHER DESCRIBED AS FOLLOWS:

BEING AT THE NORTHWEST CORNER OF SAID LOT 1:

THENCE S01°25'12"E ALONG THE EASTERLY LINE OF SAID LOT 1 236.11 FEET TO THE NORMAL HIGH WATER LINE OF THE CEDAR RIVER;

THENCE SOUTHWESTERLY ALONG SAID NORMAL HIGH WATER LINE 441 FEET MORE OR LESS TO A POINT ON THE EASTERLY LINE OF ADDITION 13 BY CITY OF CEDAR RAPIDS RESOLUTION NO. 1310-08-11 RECORDED IN BOOK 50,000 PAGES 81-87 OF SAID COUNTY RECORDED, SAID POINT BEING S89°28'57"E, 440.06 FEET FROM THE PREVIOUS DESCRIBED CORNER;

THENCE N58°22'18"E ALONG THE EASTERLY LINE OF SAID ADDITION 13 196.88 FEET;

THENCE N89°28'57"E, 90.36 FEET;

THENCE N75°00'00"E, 85.50 FEET;

THENCE N89°28'57"E, 172.83 FEET;

THENCE N00°01'10"E, 100.00 FEET;

THENCE N89°17'25"E, 403.80 FEET;

THENCE S00°28'00"E, 128.41 FEET;

THENCE S30°04'23"E, 118.44 FEET TO THE EASTERLY LINE OF ADDITION 13 BY CITY OF CEDAR RAPIDS RESOLUTION NO. 1770-12-12 RECORDED IN BOOK 50,000 PAGES 168-178 OF SAID COUNTY RECORDED;

THENCE N89°28'57"E ALONG SAID EASTERLY LINE 41.67 FEET TO THE NORTHWEST CORNER OF SAID ADDITION 13;

THENCE ALONG SAID ADDITION 13 FILED IN BOOK 50,000 PAGES 81-87 OF SAID COUNTY RECORDED FOR THE NEXT TWO CORNERS;

THENCE N10°04'33"E, 170.83 FEET;

THENCE N89°28'57"E, 100.00 FEET TO THE NORTHWEST CORNER OF SAID ADDITION 13;

THENCE S89°17'25"E ALONG THE NORTH LINE OF SAID LOT 1 674.18 FEET TO THE POINT OF BEGINNING CONTAINING 2.01 ACRES (57,664 SQ. FT.) MORE OR LESS.

SUBJECT TO EXISTING EASEMENTS AND RESTRICTIONS OF RECORD.

Legend

Boundary Line	—————
Adjoining Lot Line	-----
Section Line	-----
Trunking Setback Line	-----
Found 1/8" Rubber	•
Found 1/2" Rubber	•
Found 3/4" Rubber	•
Found 1" Rubber	•
Found 1 1/2" Rubber	•
Found 2" Rubber	•
Found Section/Quarter Corner	X
Found Section/Quarter Corner	Δ
Found Section/Quarter Corner	Δ
Monument	IV
Record	17

DRAFT

1. DISTANCES ARE IN FEET AND DECIMALS THEREOF.

2. BEARINGS HEREIN ARE BASED UPON IOWA STATE PLANE 1983 NORTH ZONE.

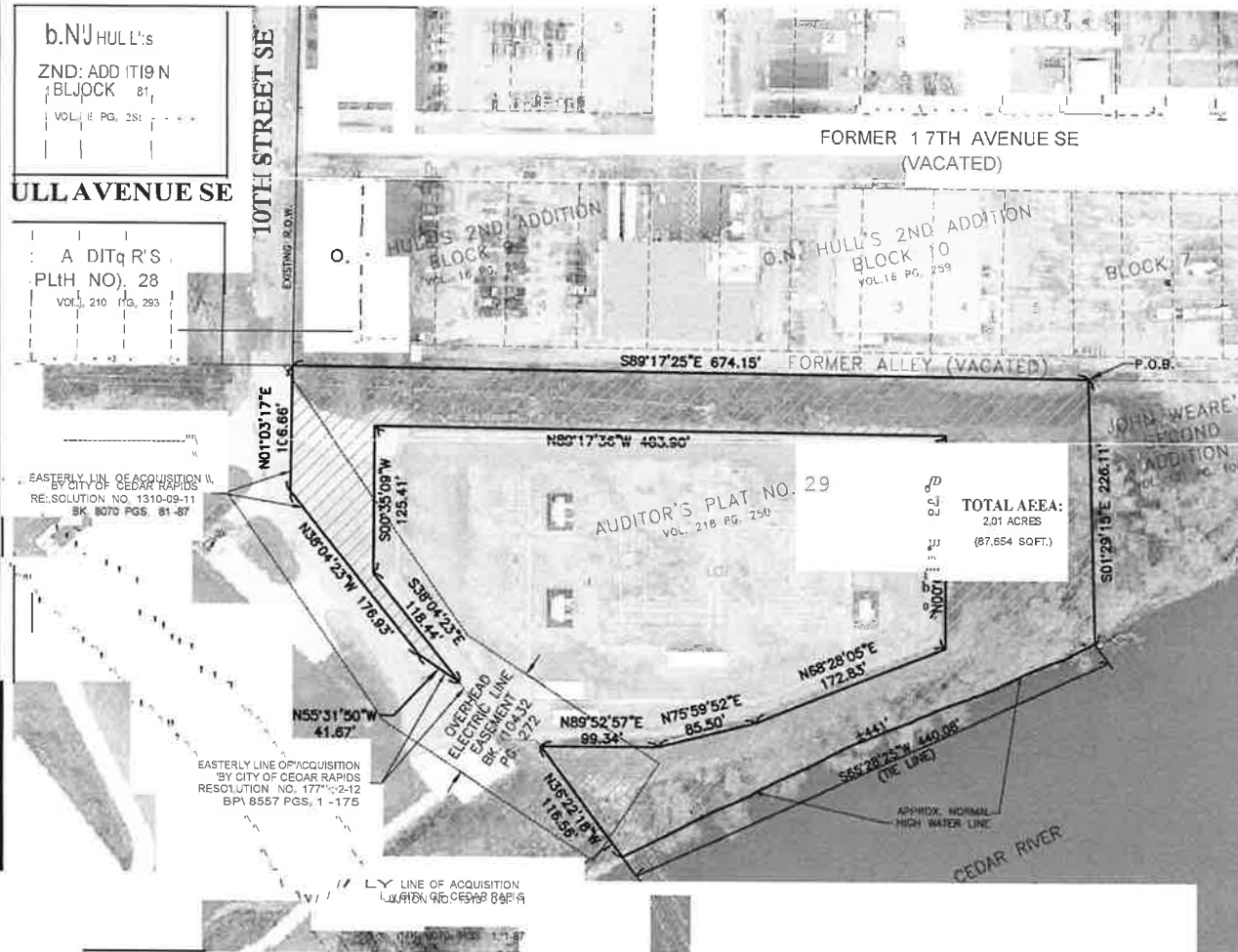
PROPRIETOR: INTERSTATE POWER & LIGHT COMPANY

SPN 14273-02004-00000

EXHIBIT A

FLOOD CONTROL SYSTEM: REACH 4

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



Legal Description

PART OF LOT 5, AUDITOR'S PLAT NO. 29, CEDAR RAPIDS, LINN COUNTY, IOWA FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 5;

THENCE S01°29'15"E ALONG THE EASTERLY LINE OF SAID LOT 5, 226.11 FEET TO THE NORMAL HIGH WATER LINE OF THE CEDAR RIVER;

THENCE SOUTHWESTERLY ALONG SAID NORMAL HIGH WATER LINE 441 FEET MORE OR LESS TO A POINT ON THE EASTERLY LINE OF ACQUISITION BY CITY OF CEDAR RAPIDS RESOLUTION NO. 1310-09-11 RECORDED IN BOOK 8070, PAGES 81-87 OF SAID COUNTY RECORDER, SAID POINT BEING S55°28'25"W, 440.08 FEET FROM THE PREVIOUS DESCRIBED COURSE;

THENCE N36°22'18"W ALONG THE EASTERLY LINE OF SAID ACQUISITION, 116.56 FEET;

THENCE N89°52'57"E, 99.34 FEET;

THENCE N75°59'52"E, 85.50 FEET;

THENCE N88°28'05"E, 172.83 FEET;

THENCE N00°01'15"E, 182.05 FEET;

THENCE N89°17'36"W, 483.90 FEET;

THENCE S00°35'09"W, 125.41 FEET;

THENCE S3°04'23"E, 118.44 FEET TO THE EASTERLY LINE OF ACQUISITION BY CITY OF CEDAR RAPIDS RESOLUTION NO. 1770-12-12 RECORDED IN BOOK 8557, PAGES 169-175 OF SAID COUNTY RECORDER;

THENCE N55°31'50"W ALONG SAID EASTERLY LINE, 41.67 FEET TO THE NORTHWEST CORNER OF SAID ACQUISITION;

THENCE ALONG SAID ACQUISITION FILED IN BOOK 8070, PAGES 81-87 OF SAID COUNTY RECORDER FOR THE NEXT TWO COURSES;

THENCE N3°04'23"W, 176.93 FEET;

THENCE N01°03'17"E, 106.66 FEET TO THE NORTHEAST CORNER OF SAID ACQUISITION;

THENCE S89°17'25"E ALONG THE NORTH LINE OF SAID LOT 5, 674.15 FEET TO THE POINT OF BEGINNING CONTAINING 2.01 ACRES (87,654 SQ. FT.) MORE OR LESS.

SUBJECT TO EXISTING EASEMENTS AND RESTRICTIONS OF RECORD.

Legend

Boundary Line - - - - -
Adjoining Lot Line - - - - -

Building Setback Line - - - - -
Found 5/8" Rebar - - - - -
w/Yellow Cap #17929 - - - - -

Set Wx30" Rebar - - - - -
w/Orange Cap #18646 - - - - -
Found Cult"X" - - - - -
Set Section/Quarter Corner - - - - -
Found Section/Quarter Corner - - - - -
Measured - - - - -
Record - - - - -

NOTES:

1. DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. BEARINGS HEREON ARE BASED UPON IOWA STATE PLANE NAD 83 NORTH ZONE.

PROPRIETOR: INTERSTATE POWER & LIGHT COMPANY

GP#: 14273-05004-00000

DRAFT

SURVEY PERFORMED
OCTOBER, 2020

EXHIBIT A
Project Number: 214087

Drawn By: JAW
Date: 10/23/20
Field Book #335

CEDAR RAPIDS
IOWA

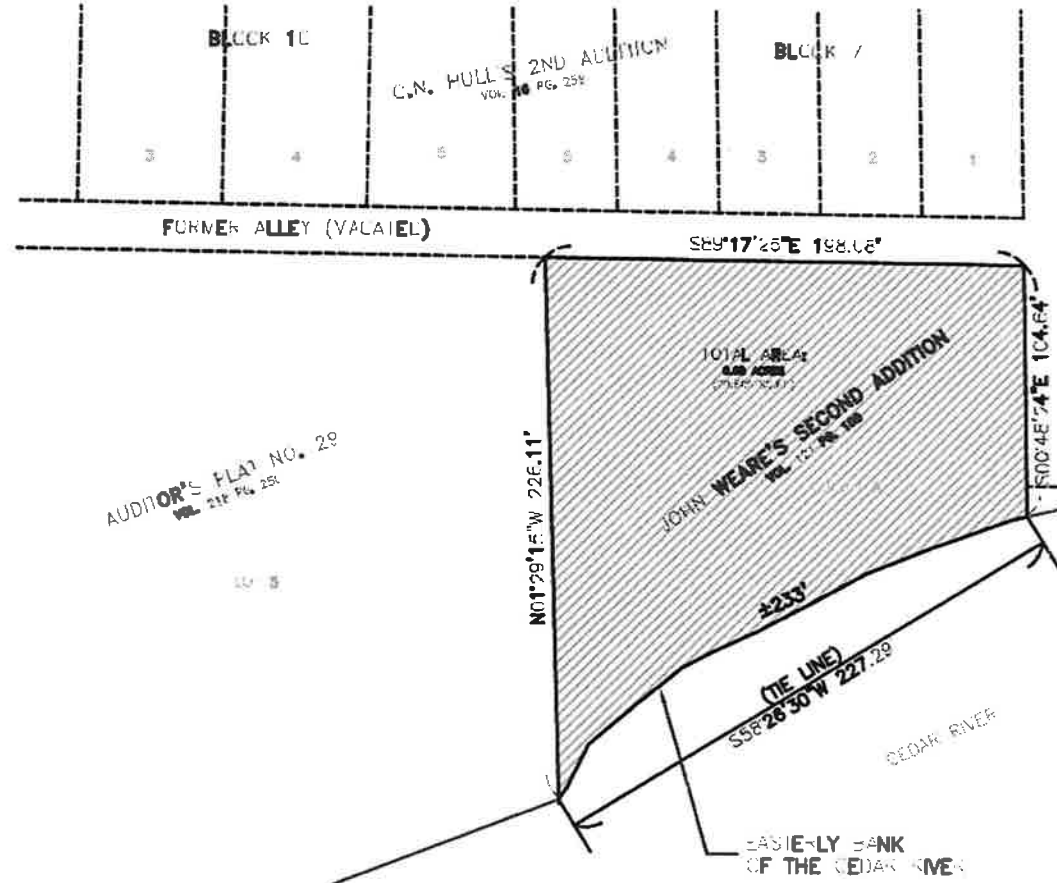
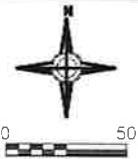
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Exhibit B Page 1

EXHIBIT B

FLUOROCARBON SYSTEMS, INC.
 Prepared by: Keith H. Reddy, K&H, Anderson-Boosey Engineering, Inc.
 300 River Ridge, Dr. N.E., Cedar Rapids, Iowa 52401-1217



AUDITOR'S PLAT NO. 29
 VOL. 218 PG. 251

Legal Description

OUTLOT IN JOHN WEARE'S SECOND ADDITION TO CEDAR RIVER, LINN COUNTY, IOWA.
 PARCEL CONTAINS 0.25 ACRES (271,600 S.F.), MORE OR LESS.
 SUBJECT TO EXISTING EASEMENTS AND RESTRICTIONS OF RECORD.

Legend

Boundary Line	—————
Adjoining Lot Line	-----
Section Line	-----
Marking: Setback Line	=====
Found 5/8" Rubber	•
6/8" Iron Pipe	o
8" 6"x10" Rubber	o
6/8" Iron Pipe	o
Found 6" 6"x10" Rubber	o
Found 6" 6"x10" Rubber	o
Found Section/Quarter Corner	X
Found Section/Quarter Corner	△
Measured	(V)
Record	(W)

DRAFT

NOTES:
 1. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 2. BEARINGS HEREON ARE BASED UPON IOWA STATE PLANE AND 43 NORTH ZONE.
 PROPRIETOR: IOWA ELECTRIC LIGHT AND POWER COMPANY
 GPN: 14873-08001-00000

PLAT NO. 29
 OCTOBER 2020

EXHIBIT B
 Project Number 214087

Drawn By: KHR
 Checked By: KHR
 Date: 10/20/20

Anderson-Boosey

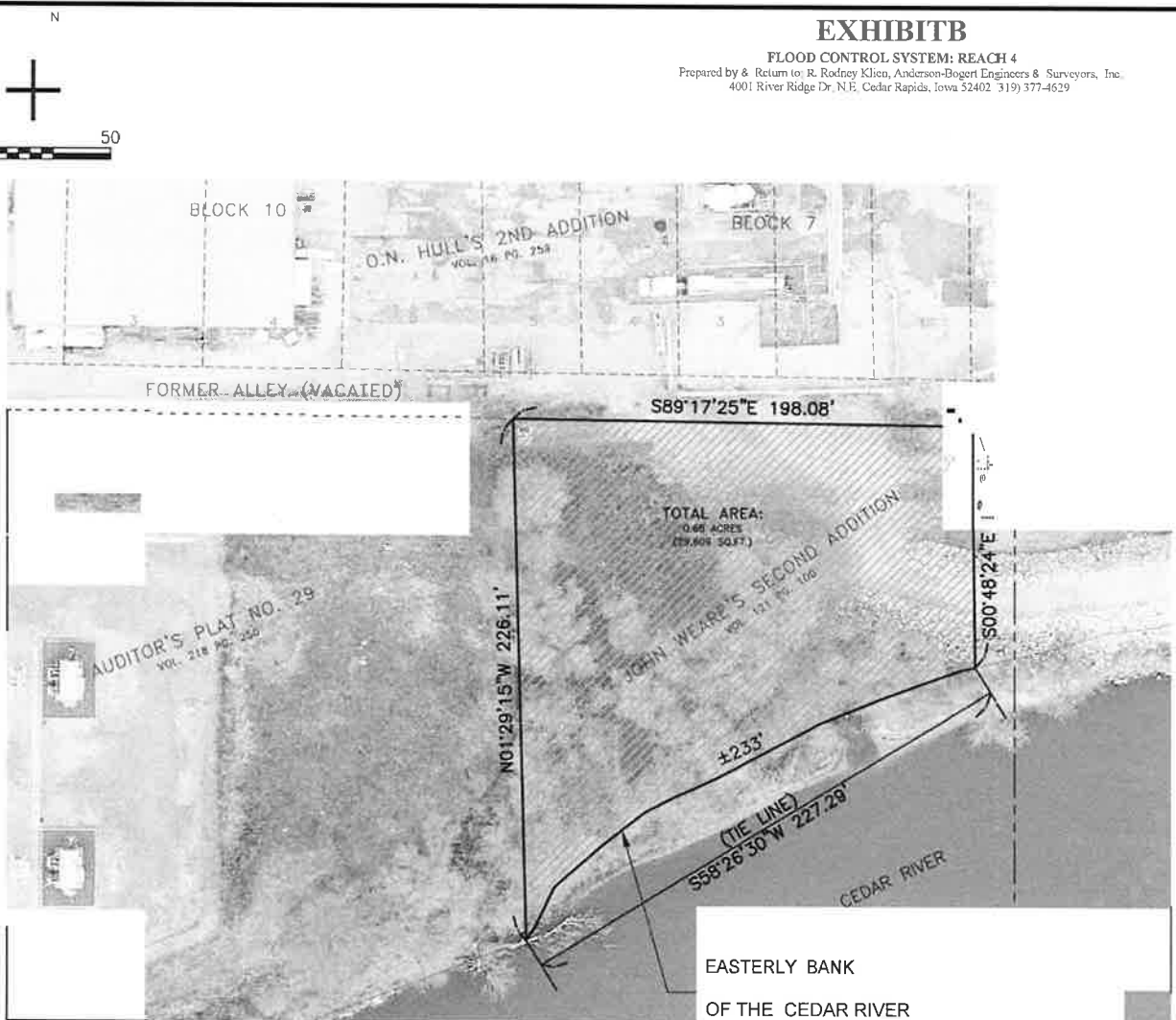
ANDERSON-BOOSEY

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EXHIBIT B

FLOOD CONTROL SYSTEM: REACH 4

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



Legal Description

OUTLOT A, JOHN WEARE'S SECOND ADDITION TO CEDAR RAPIDS, LINN COUNTY, IOWA.
PARCEL CONTAINS 0.68 ACRES (29,609 SQ.FT.) MORE OR LESS.
SUBJECT TO EXISTING EASEMENTS AND RESTRICTIONS OF RECORD.

Legend

- Boundary Line - - - - -
- Adjoining Lot Line - - - - -
- Section Line - - - - -
- Building Setback Line - - - - -
- Found 5/8" Rebar
- w/Yellow Cop #17929
- Set Wx30" Rebar
- w/Orange Cop #18646
- Found "Cut" X
- Set Section/Quarter Corner
- Found Section/Quarter Corner
- Measured
- Record

DRAFT

NOTES:
1. DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. BEARINGS HEREON ARE BASED UPON IOWA STATE PLANE NAD 83 NORTH ZONE.
PROPRIETOR: IOWA ELECTRIC LIGHT AND POWER COMPANY
GPN: 14273-05001-00000

SURVEY PERFORMED
OCTOBER, 2020

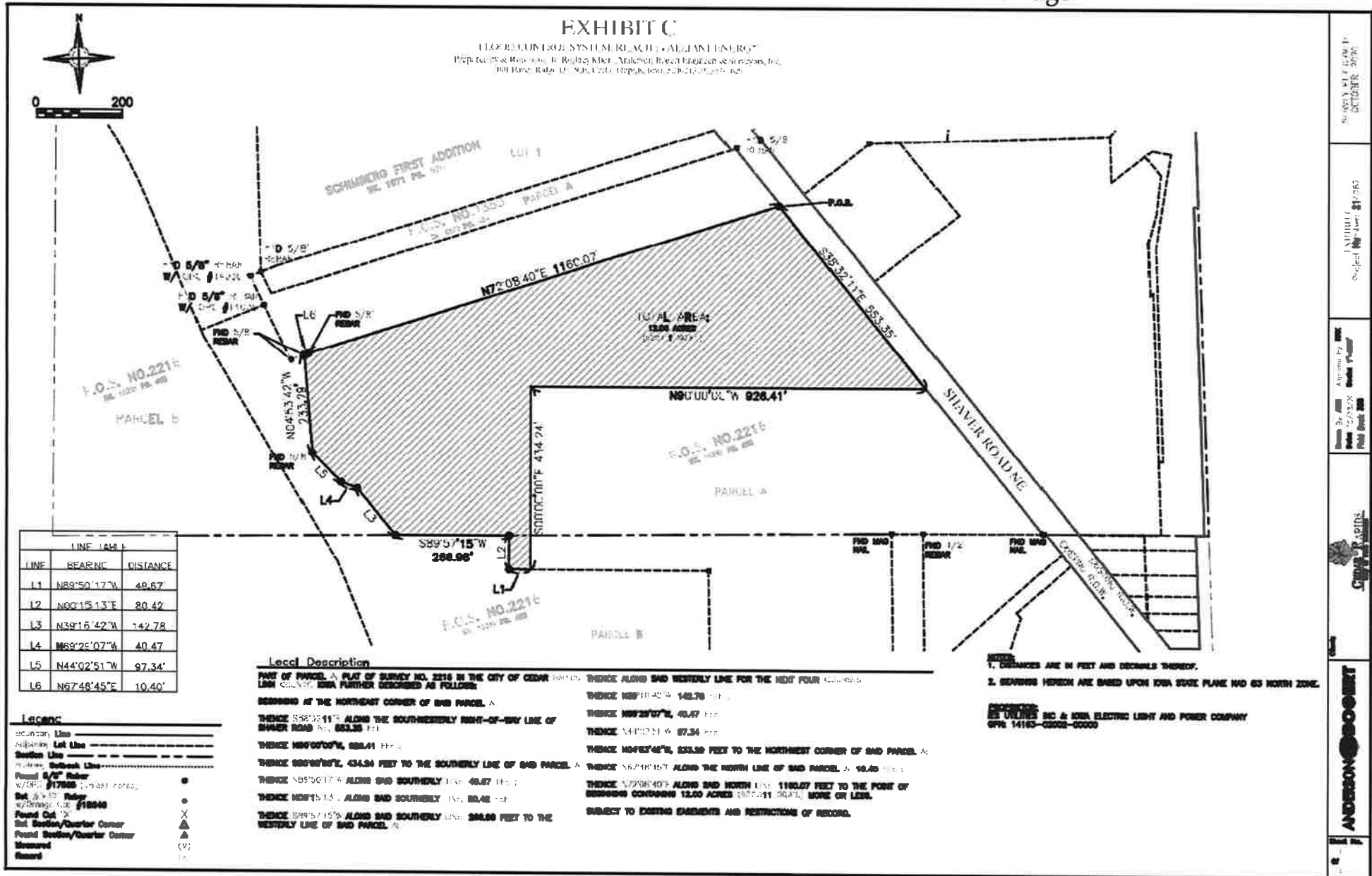
Drawn By: JAK
Date: 06/10/20
Title Book #235

Cedar Rapids
City of Cedar Rapids

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T:\ACAD\214\87\DWG\Plots\Reach 1\Alliant Plots\Exhibit C (Release of Judge) - Alliant.dwg 10-23-20 11:35:47 AM AWS366



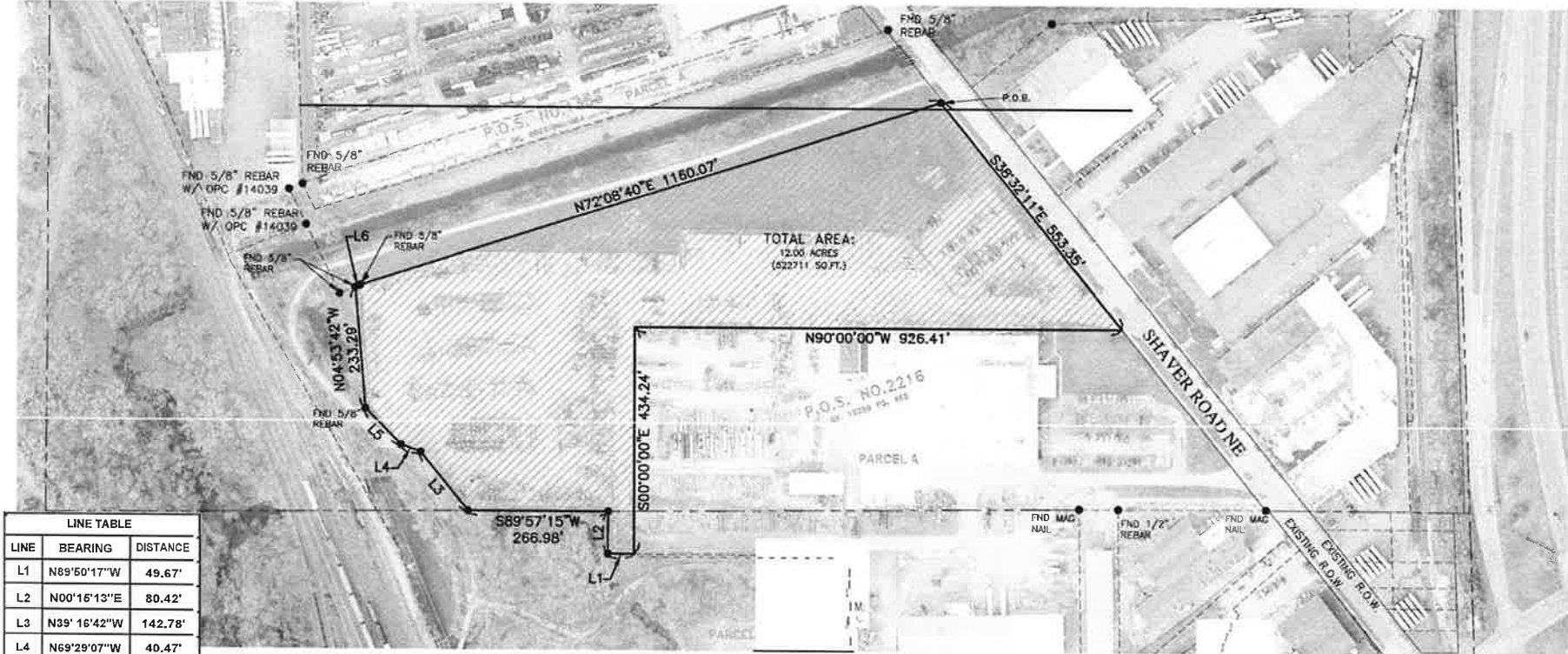
Surveyed by: [Signature] Date: 10/23/20
Checked by: [Signature] Date: 10/23/20
Plotted by: [Signature] Date: 10/23/20
Title: EXHIBIT C
Scale: AS SHOWN
Drawing No.: 214-87-001

EXHIBIT C

FLOOD CONTROL SYSTEM: REACH 1 - ALLIANT ENERGY

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

0 200



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°50'17\"W	49.67'
L2	N00°15'13\"E	80.42'
L3	N39°16'42\"W	142.78'
L4	N69°29'07\"W	40.47'
L5	N44°02'51\"W	97.34'
L6	N67°48'45\"E	10.40'

Legend

Boundary Line - - - - -
 Adjoining Lot Line - - - - -
 Section Line - - - - -
 Building Setback Line - - - - -
 Found 5/8\" Rebar w/OPC #17565 (unless noted)
 Set 1/2\"x30\" Rebar w/Orange Cap #18646
 Found Cut \"X\"
 Set Section/Quarter Corner
 Found Section/Quarter Corner
 Measured
 Record

Legal Description

PART OF PARCEL A, PLAT OF SURVEY NO. 2216 IN THE CITY OF CEDAR RAPIDS, THENCE ALONG SAID WESTERLY LINE FOR THE NEXT FOUR COURSES;

LINE COUNTY, IOWA FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL A;

THENCE S89°57'15\"W, 266.98 FEET;

THENCE N90°00'00\"W, 926.41 FEET;

THENCE S00°00'00\"E, 434.24 FEET TO THE SOUTHERLY LINE OF SAID PARCEL A; THENCE N67°48'45\"E ALONG THE NORTH LINE OF SAID PARCEL A, 10.40 FEET;

THENCE N89°50'17\"W ALONG SAID SOUTHERLY LINE, 49.67 FEET;

THENCE N00°15'13\"E ALONG SAID SOUTHERLY LINE, 80.42 FEET;

THENCE S89°57'15\"W ALONG SAID SOUTHERLY LINE, 266.98 FEET TO THE WESTERLY LINE OF SAID PARCEL A;

THENCE N39°16'42\"W, 142.78 FEET;

THENCE N69°29'07\"W, 40.47 FEET;

THENCE N44°02'51\"W, 97.34 FEET;

THENCE N04°53'42\"W, 233.29 FEET TO THE NORTHWEST CORNER OF SAID PARCEL A;

THENCE N72°08'40\"E ALONG SAID NORTH LINE, 1160.07 FEET TO THE POINT OF BEGINNING CONTAINING 12.00 ACRES (522,711 SQ. FT.) MORE OR LESS.

SUBJECT TO EXISTING EASEMENTS AND RESTRICTIONS OF RECORD.

NQ1161.

1. DISTANCES ARE IN FEET AND DECIMALS THEREOF.

2. BEARINGS HEREON ARE BASED UPON IOWA STATE PLANE NAD 83 NORTH ZONE.

PROPRIETOR:

IES UTILITIES INC & IOWA ELECTRIC LIGHT AND POWER COMPANY
 GPN: 14163-02002-00000

SURVEY PERFORMED
OCTOBER, 2020

EXHIBIT C
Project Number: 214087

Drawn By: MS
Date: 10/23/20
Field Book: 235

CEDAR RAPIDS

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CONTRACT FOR SERVICES BETWEEN SWENEY GROUP LLC AND LINN COUNTY SHERIFF'S OFFICE

I. AUDITOR –SWENEY GROUP LLC

A. Designated Auditor. The auditor may employ or partner with other auditors or staff. However, there shall be one designated Auditor who shall be the responsible auditor for purposes of this Contract and the PREA Auditing standards. The Auditor assigned to audit the Linn County Correctional Center will be Chris Sweney, Department of Justice Certified PREA Auditor.

B. Auditor Staff. In addition to the Auditor, only individuals authorized by the Auditor and the Agency may be present during the on-site portion of the audit to assist the auditor.

C. Auditor Expenses. In addition the Auditors fees set forth below, the Agency shall bear all reasonable fees and expenses the auditors incurs in the conduct of the audit.

D. Auditor Fees. The Auditor shall be compensated for the initial audit and any required corrective action process as follows:

1. **Linn County Correctional Center - \$2,750** Includes all pre-audit documentation review and assessment, on-site audit, staff and inmate interviews, post audit corrective action and final report.
2. **Travel Cost – Mileage (560 miles @ .58 cents per mile = \$324.80)**
3. **Hotel – 1 night @125.00 = \$125.00**
4. **Per Diem – 2 * \$51.00 = \$102.00**
5. **Total - \$3,301.80**

E. Prohibition on Additional Compensation. The Auditor shall not accept any compensation for the conduct of the audit not set forth in this Contract.

F. Ex-Parte Communication. The Auditor shall be permitted to initiate and receive ex parte communication with the community stakeholders, the PREA Resource Center, the Department of Justice, inmates, detainees, and residents, and other interested parties.

G. Auditor Responsibility and Authority.

1. The Auditor shall have the responsibility and authority to independently observe, assess, review and report on the Agency's implementation and compliance with the National PREA Standards. In order to accurately assess compliance at the facility.
2. The Auditor shall: conduct an on-site inspection; observe programs and activities; interview pertinent administrators, professional staff, correctional staff, and Contractors; individually interview a sampling of inmates; review a sampling of videotapes from housing units; and conduct detailed reviews of inmate records and other pertinent documents and reports.
3. The Auditor shall spend a sufficient amount of time at the facility in order to accurately assess day-to-day operations and conditions.

CONTRACT FOR SERVICES BETWEEN SWENEY GROUP LLC AND LINN COUNTY SHERIFF'S OFFICE

4. The Auditor shall be responsible for independently verifying representation from the Agency regarding facility compliance.

H. Auditing Schedule. The Auditor shall provide the Agency with a tentative schedule of activities during any on-site visits at least five days prior to arrival at the facility.

I. Public Statements. Except as required or authorized by the PREA auditing standards; federal, state or local law; judicial order; this Contract; or as permitted by the Agency, the Auditor shall not make any oral or written public statements - including, but not limited to, statements to the press, conference presentations, lectures or articles - with regard to: the status of the Agency's compliance or noncompliance with the PREA standards, or any act or omission of the Agency or its agents, representatives or employees.

J. Testimony. Except as required or authorized by the terms of this Contract, or by permission of the Agency, the Auditor shall not testify in any litigation or proceeding with regard to the status of the Agency's compliance or noncompliance with the National PREA Standards; or any act or omission of the Agency or its agents, representatives or employees, unless otherwise lawfully compelled to do so. If the Auditor is lawfully compelled to provide such information, the Auditor shall promptly notify the Agency.

K. Conflict of Interest. The Auditor shall not accept employment or provide consulting services that would present a conflict of interest with his or her responsibilities under this contract, with the PREA auditing standards, or with auditor ethical guidance provided by the PREA Resource Center or the Department of Justice, including, but not limited to, being employed or retained by the Agency for purposes other than PREA auditing during the three year period prior to the audit, or during the three year period subsequent to the audit.

L. Auditor Independence. Neither the Agency, nor any employee or agent of the Agency, shall have any supervisory authority over the Auditors activities, reports, findings, or recommendations.

M. Termination of the Auditor. The auditor may be terminated if the agency and the Department of Justice agree and upon good cause shown. Good cause shall include, among other things, any violation of the PREA Standards; or federal, state, or local law, which reasonably calls into question the auditor's fitness to continue serving as the Auditor.

N. Audit Report Delivery. The Auditor shall provide the audit report to the Agency head and the facility superintendent within 30 calendar days of the conclusion of the auditor's on-site visit. If there are no standards requiring corrective action, the audit report shall be considered final.

O. Corrective Action Process. If the audit report indicates that corrective action is required, the Auditor and the Agency shall work to promptly and jointly develop a corrective action plan toward achieving compliance with all standards. The corrective action plan shall contain a timeline for specific minimal remedial measures the Agency shall take to achieve compliance within a 180-day corrective action period. The Agency shall deliver, and the auditor shall review and comment upon, deliverables provided to the

CONTRACT FOR SERVICES BETWEEN SWENEY GROUP LLC AND LINN COUNTY SHERIFF'S OFFICE

auditor pursuant to the corrective action timeline. Prior to the conclusion of the 180-day corrective action period, the Auditor shall issue his or her final report.

II. THE AGENCY

A. Tentative Audit Timeline. The parties tentatively agree that the initial on-site visit for the audit will occur **June 2021**

B. Maintenance of Documentation and Information. Any and all of the documentation (including electronic documentation) required by the National PREA Standards shall be maintained and secured by the Agency. The Auditor is authorized to request, review, and retain all such documentation prior to, during and after the on-site visit.

C. Auditor Access. The Agency shall ensure that the Auditor have access to the facility, documentation (including electronically-stored information), personnel, and inmates, consistent with the auditing standards, until the issuance of the final report.

D. Posting of Auditor Contract Information. The Agency shall ensure that auditor contact information, together with a statement of confidentiality, shall be conspicuously displayed in all inmate housing units of the facility to be audited, for the six-week period prior to the on-site visit.

E. External Advocacy Organizations The Agency shall work in good faith to identify and provide the Auditor with contact information for community-based or victim advocates who may have insight into relevant conditions in the facility, in order to permit the Auditor to fulfill his or her obligations under 28 C.F.R. 115.401(0).

F. Access to External Investigative Personnel. The Agency shall make best efforts to obtain and provide information and personnel from external investigative entities relevant to compliance with the National PREA Standards to the Auditor.

G. Auditor Workspace and Electronics. During any on-site visit, the Agency shall provide the auditor with reasonable workspace, and shall permit the auditor to maintain a laptop computer, access to or be allowed to bring in a scanner and internet access, mobile telephones, and/or a PDA within that workspace.

H. Publication of Audit Report. The Agency shall publish the final audit reports on the Agency website within 14 days of receipt of reports.

I. Retaliation Safeguards. The Agency agrees that it shall not retaliate against any person because that person has provided any information or assistance to the Auditor, has filed, or will file, a complaint, or has participated in any other manner in the conduct of the Audit. The Agency agrees that it shall timely and thoroughly investigate any allegations of retaliation in violation of National PREA Standards or this Contract and take corrective action identified through such investigations.

J. Mandatory and Discretionary Reporting Information. The Agency shall determine whether, and to what extent, the Auditor is legally a mandatory or discretionary reporter of inmate abuse in the relevant jurisdiction, and the Agency shall also inform the Auditor

CONTRACT FOR SERVICES BETWEEN SWENEY GROUP LLC AND LINN COUNTY SHERIFF'S OFFICE

contact information for the entity or entities that may legally accept any discretionary or mandatory reporting.

K. Primary Points of Contact. The Agency shall provide the Auditor with a list of primary points of contact (PPC) with respect to staff of all relevant disciplines within the agency and the facility. (e.g., mental health care, investigations, and housing classification) Conflict with PREA Standards. If any provision of this contract is found to be inconsistent with the PREA auditing standards, the auditing standards shall prevail.

L. Termination of Contract. The Agency shall be entitled to terminate this Contract in its entirety upon providing the Auditor with written notice at any time for the following reasons:

1. If the Auditor becomes insolvent, commits any act of bankruptcy, or makes a general assignment for the benefit of creditors; or
2. If the Auditor shall fail to prosecute the work, or any part thereof, with the diligence necessary to insure its progress and timely completion as prescribed by this Contract and shall fail to take such steps to remedy such default within five (5) calendar days after receipt of written notice of default; or
3. If the Auditor shall commit and act or omission that violates any law, PREA standard or other applicable government regulation.
4. At the end of any year of the audit for any reason, with or without cause.
5. The Auditor may terminate this Contract in its entirety upon the Agency's failure to timely submit payment as set forth in this Contract. Upon termination, the Auditor shall be entitled to payment on a pro rate basis for work completed in a satisfactory manner prior to receipt of notice of termination if an invoice is sent to the Agency within 30 days of the Auditor's receipt of the notice of termination.

M. Independent Contractor. The relationship created by this Contract is that of an independent contractor. Auditor is not an agent or employee of the Agency for any purpose whatsoever.

N. Invoicing and Payment. The Auditor will submit the invoice for payment upon completion of the initial summary report. The agency will make payment within thirty (30) days of receiving the invoice.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed as of the date set forth below.

Chris Sweney
Certified PREA Auditor
Auditor Name (Printed)

Auditor Signature

Date

Agency Head (Printed)

Agency Head Signature

Date

CONTRACT FOR SERVICES BETWEEN SWENEY GROUP LLC AND LINN COUNTY SHERIFF'S OFFICE

EXHIBIT A

§ 115.401 Frequency and scope of audits.

(a) During the three-year period starting on August 20, 2013, and during each three-year period thereafter, the agency shall ensure that each facility operated by the agency, or by a private organization on behalf of the agency, is audited at least once. (b) During each one-year period starting on August 20, 2013, the agency shall ensure that at least one-third of each facility type operated by the agency, or by a private organization on behalf of the agency, is audited. (c) The Department of Justice may send a recommendation to an agency for an expedited audit if the Department has reason to believe that a particular facility may be experiencing problems relating to sexual abuse. The recommendation may also include referrals to resources that may assist the agency with PREA-related issues. (d) The Department of Justice shall develop and issue an audit instrument that will provide guidance on the conduct of and contents of the audit. (e) The agency shall bear the burden of demonstrating compliance with the standards. (f) The auditor shall review all relevant agency-wide policies, procedures, reports, internal and external audits, and accreditations for each facility type. (g) The audits shall review, at a minimum, a sampling of relevant documents and other records and information for the most recent one-year period. (h) The auditor shall have access to, and shall observe, all areas of the audited facilities. (i) The auditor shall be permitted to request and receive copies of any relevant documents (including electronically stored information). (j) The auditor shall retain and preserve all documentation (including, e.g., video tapes and interview notes) relied upon in making audit determinations. Such documentation shall be provided to the Department of Justice upon request. (k) The auditor shall interview a representative sample of inmates, residents, and detainees, and of staff, supervisors, and administrators. (l) The auditor shall review a sampling of any available videotapes and other electronically available data (e.g., Watchtour) that may be relevant to the provisions being audited. (m) The auditor shall be permitted to conduct private interviews with inmates, residents, and detainees. (n) Inmates, residents, and detainees shall be permitted to send confidential information or correspondence to the auditor in the same manner as if they were communicating with legal counsel. (o) Auditors shall attempt to communicate with community-based or victim advocates who may have insight into relevant conditions in the facility.

§ 115.402 Auditor qualifications.

(a) An audit shall be conducted by: (1) A member of a correctional monitoring body that is not part of, or under the authority of, the agency (but may be part of, or authorized by, the relevant State or local government); (2) A member of an auditing entity such as an inspector general's or ombudsperson's office that is external to the agency; or (3) Other outside individuals with relevant experience. (b) All auditors shall be certified by the Department of Justice. The Department of Justice shall develop and issue procedures regarding the certification process, which shall include training requirements. (c) No audit may be conducted by an auditor who has received financial compensation from the agency being audited (except for compensation received for conducting prior PREA audits) within the three years prior to the agency's retention of the auditor. (d) The agency shall not employ, contract with, or otherwise financially compensate the auditor for three years subsequent to the agency's retention of the auditor, with the exception of contracting for subsequent PREA audits.

CONTRACT FOR SERVICES BETWEEN SWENEY GROUP LLC AND LINN COUNTY SHERIFF'S OFFICE

§ 115.403 Audit contents and findings.

(a) Each audit shall include a certification by the auditor that no conflict of interest exists with respect to his or her ability to conduct an audit of the agency under review. (b) Audit reports shall state whether agency-wide policies and procedures comply with relevant PREA standards. (c) For each PREA standard, the auditor shall determine whether the audited facility reaches one of the following findings: Exceeds Standard (substantially exceeds requirement of standard); Meets Standard (substantial compliance; complies in all material ways with the standard for the relevant review period); Does Not Meet Standard (requires corrective action). The audit summary shall indicate, among other things, the number of provisions the facility has achieved at each grade level. (d) Audit reports shall describe the methodology, sampling sizes, and basis for the auditor's conclusions with regard to each standard provision for each.

37232 Federal Register

/ Vol. 77, No. 119 / Wednesday, June 20, 2012 / Rules and Regulations audited facility, and shall include recommendations for any required corrective action. (e) Auditors shall redact any personally identifiable inmate or staff information from their reports, but shall provide such information to the agency upon request, and may provide such information to the Department of Justice. (f) The agency shall ensure that the auditor's final report is published on the agency's Web site if it has one, or is otherwise made readily available to the public.

§ 115.404 Audit corrective action plan.

(a) A finding of "Does Not Meet Standard" with one or more standards shall trigger a 180-day corrective action period. (b) The auditor and the agency shall jointly develop a corrective action plan to achieve compliance. (c) The auditor shall take necessary and appropriate steps to verify implementation of the corrective action plan, such as reviewing updated policies and procedures or re-inspecting portions of a facility. (d) After the 180-day corrective action period ends, the auditor shall issue a final determination as to whether the facility has achieved compliance with those standards requiring corrective action. (e) If the agency does not achieve compliance with each standard, it may (at its discretion and cost) request a subsequent audit once it believes that it has achieved compliance.

§ 115.405 Audit appeals.

(a) An agency may lodge an appeal with the Department of Justice regarding any specific audit finding that it believes to be incorrect. Such appeal must be lodged within 90 days of the auditor's final determination. (b) If the Department determines that the agency has stated good cause for a re-evaluation, the agency may commission a re-audit by an auditor mutually agreed upon by the Department and the agency. The agency shall bear the costs of this re-audit. (c) The findings of the re-audit shall be considered final.

Prepared by Jessie Black
Linn County Planning & Development
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100
(319) 892-5130
Return to Becky Shoop, Auditor's Office

LINN COUNTY ORDINANCE No. - - 2021

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF LINN COUNTY, IOWA BY REZONING AND CHANGING THE DISTRICT CLASSIFICATION OF CERTAIN PROPERTY LOCATED AT 2001 COVINGTON RD, IOWA FROM THE "VR" VILLAGE RESIDENTIAL DISTRICT TO THE "VM" VILLAGE MIXED-USE DISTRICT

BE IT ORDAINED by the Board of Supervisors of Linn County, Iowa, as follows:

SECTION 1. ZONING DISTRICT CHANGED. The zoning of property located at 2001 COVINGTON RD, Iowa legally described as:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN GLEN OAKS FIRST ADDITION TO LINN COUNTY, IOWA, RECORDED IN BOOK 14, PAGE 184, ON FILE IN THE LINN COUNTY RECORDER'S OFFICE, CEDAR RAPIDS, IOWA; THENCE SOUTH 15°40'57" EAST (ASSUMED BEARING), 325.59 FEET ALONG THE WEST LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER OF SAID LOT 1 AND THE NORTH RIGHT-OF-WAY LINE OF NORTH GLEN DRIVE; THENCE SOUTHWESTERLY 103.32 FEET ALONG A 474.66 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, (SAID CURVE HAVING A LONG CHORD OF SOUTH 65°53'46" WEST, 103.12 FEET) ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE SOUTH 59°47'19" WEST, 13.40 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE SOUTHWESTERLY 176.17 FEET ALONG A 786.02 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, (SAID CURVE HAVING A LONG CHORD OF SOUTH 65°47'02" WEST, 175.80 FEET) ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE SOUTH 72°33'00" WEST, 8.70 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE EASTERLY RIGHT-OF-WAY LINE OF COVINGTON ROAD; THENCE NORTH 14°07'56" WEST, 193.69 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTHWESTERLY 230.29 FEET ALONG A 1970.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, (SAID CURVE HAVING A LONG CHORD OF NORTH 17°28'52" WEST, 230.16 FEET) ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE NORTH SECTION LINE OF SAID SECTION 15 AND

THE SOUTH LINE OF WARRANTY DEED AS RECORDED IN BOOK 8939, PAGE 528-529, ON FILE IN THE LINN COUNTY RECORDER'S OFFICE, CEDAR RAPIDS, IOWA; THENCE SOUTH 89°56'26" EAST, 141.19 FEET ALONG SAID SOUTH LINE AND SAID NORTH SECTION LINE TO THE SOUTHEAST CORNER OF SAID WARRANTY DEED; THENCE NORTH 08°26'26" WEST, 30.33 FEET ALONG WEST LINE OF SAID WARRANTY DEED TO THE SOUTH LINE OF COURT OFFICER DEED AS RECORDED IN BOOK 8376, PAGE 175-177, ON FILE IN THE LINN COUNTY RECORDER'S OFFICE, CEDAR RAPIDS, IOWA; THENCE SOUTH 89°56'26" EAST, 166.02 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING; CONTAINING 2.547 ACRES, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

is hereby changed from the "VR" Village Residential district to the "VM" Village Mixed-Use district.

SECTION 2. ZONING MAP AMENDED. The Planning and Development Director, or his/her designee, is instructed to modify the Official Zoning Map of Linn County, Iowa to reflect the district classification change described in Section 1.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

SECTION 4. SEVERABILITY. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 6. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Public hearing and first consideration on the 8th day of March, 2021

Second consideration on the 10th day of March, 2021

Third and final passage on the _____ day of _____, 2021

Published in the Gazette on the _____ day of _____, 2021

LINN COUNTY BOARD OF SUPERVISORS

Chairperson

Supervisor

Supervisor

ATTEST:

Joel D. Miller, Linn County Auditor

STATE OF IOWA)
) SS
COUNTY OF LINN)

I, _____, County Auditor of Linn County, Iowa, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors at a regular meeting of said Board held on _____, 2021 and published as provided by law on _____, 2021.

Linn County Auditor

Subscribed and sworn to me this _____ day of _____, 2021.

Notary Public, State of Iowa