LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA
Wednesday, February 27, 2019
10 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 to establish surface treatment costs for calendar year 2019.

Resolution establishing road closure and detour for Linn County Project LOST-PRAIRIEBURG RD(20), concrete overlay on Prairieburg Road.

Resolution establishing road closure and detour for Linn County Project LOST-MONTICELLO RD(20), concrete overlay on Monticello Road.

Resolution establishing a 5 Ton Embargo weight limit on the Secondary Road System, except for the paved roads, and that the County Engineer be directed to post signs as needed.

Resolution establishing a 10 Ton Embargo weight limit on the Secondary Road System, paved and seal coats, and that the County Engineer be directed to post signs as needed.

Resolution approving Final Plat for Lang’s Family Farm Second Addition, Case JF18-0015.

Contract and Agreements

Approve and authorize Chair to sign the Prison Rape Elimination Act (PREA) Audit Services Agreement between Linn County and the Iowa Department of Human Rights (IDHR), effective March 4, 2019 and ending no later than December 28, 2019, not to exceed $6,000 plus mileage, lodging and meal reimbursement.

Approve and authorize Chair to sign Release of Mortgage of February 14, 2014, made and executed by the East Central Iowa Council of Governments, in association with Linn County’s Single Family New Construction Grant, regarding property commonly known as 5730 Hertz Drive, Marion, Iowa.
Approve and authorize Chair to sign Release of Mortgage of February 19, 2014, made and executed by the East Central Iowa Council of Governments, in association with Linn County’s Single Family New Construction Grant, regarding property commonly known as 5820 Hertz Drive, Marion, Iowa.

Approve and authorize Chair to sign the Fourth Amendment to a Lease Agreement with Communications Engineering Company for maintenance of a radio tower located at 1000 27th Avenue SW in Cedar Rapids setting the annual cost for a 3 year period effective March 1, 2019.

Approve and authorize Chair to sign purchase order for crossroad culverts to Contech Engineered Services in the amount of $25,344.00 for the Secondary Road Department.

Approve and authorize Chair to sign purchase order for crossroad culvert bands to Metal Culverts in the amount of $5,680.00 for the Secondary Road Department.

Approve and authorize Chair to sign purchase order for entrance culverts to Metal Culverts in the amount of $6,600.00 for the Secondary Road Department.

Licenses & Permits

Approve Class C Liquor License for A Touch of Class Banquet and Convention Centre, 5977 Mt. Vernon Rd. SE, Cedar Rapids, noting all conditions have been met.

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes
Discuss and decide on meeting minutes.

Presentation by the Secondary Road Department on the Five Year Construction Plan and maintenance projects.

Discuss and decide on change order number one and two for the O’Brien remodel.

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.

Claims
Discuss and decide on claims.

Board Member Reports

Legislative Update

Correspondence

Appointments

Adjournment

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

ESTABLISH SURFACE TREATMENT COSTS

WHEREAS, the Board of Supervisors, Linn County, Iowa, has developed a policy regulating dust control, and

WHEREAS, the Board of Supervisors, Linn County, Iowa by that policy annually sets prices for seal coat and dust control palliatives.

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of Linn County, Iowa this date, meeting in lawful session, and upon recommendation of the Linn County Engineer, does hereby establish the following prices for dust palliative and road surface treatments applied by and through the Linn County Secondary Road Department as listed below:

1. Calcium Chloride (0.70 gal./ft)  
2. MC-70 (0.25 gal./sq. yd.)  
3. MC-3000 Single Seal – 1st seal (0.30 gal./sq. yd.)  
4. MC-3000 Single Seal - 2nd seal (additional)  
5. Paved Drive Adjustment/Replacement  
6. Rock (10 ton minimum)

<table>
<thead>
<tr>
<th>Treatment</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calcium Chloride</td>
<td>$.75 per foot</td>
</tr>
<tr>
<td>MC-70</td>
<td>$3.00 per foot</td>
</tr>
<tr>
<td>MC-3000 Single Seal</td>
<td>$6.50 per foot</td>
</tr>
<tr>
<td>MC-3000 Single Seal (additional)</td>
<td>$3.50 per foot</td>
</tr>
<tr>
<td>Paved Drive Adjustment/Replacement</td>
<td>$6.00 per square foot</td>
</tr>
<tr>
<td>Rock (10 ton minimum)</td>
<td>$15.00 per ton</td>
</tr>
</tbody>
</table>

These prices shall remain in effect for the 2019 calendar year.

Moved by Supervisor ___________________________ Seconded by Supervisor ___________________________

that the above resolution be adopted this _____ day of ______________, 2019 by a vote of _______ aye _______ nay and ______ abstain from voting.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

_________________________________________  ATTEST:
Chairperson

_________________________________________
Vice Chairperson  

_________________________________________
Supervisor  

Linn County Auditor
RESOLUTION # ____________________

ESTABLISH ROAD CLOSURE AND DETOUR FOR PROJECT

WHEREAS: Linn County Project LOST-PRAIRIEBURG RD(20), concrete overlay project, on Prairieburg Road (X20) in Linn County will begin soon.

WHEREAS: this project lies on a marked Farm-to-Market route, and

WHEREAS: a detour must be established to close a marked route for longer than 48 hours, and

WHEREAS: a map of the detour is attached hereto.

NOW, THEREFORE, BE IT RESOLVED: that the Linn County Board of Supervisors hereby authorize and direct the Linn County Engineer to place the appropriate signs to establish the following detour: commencing at the intersection of Prairieburg Road (X20) and Monticello Road (D62) head east 5 miles to County Road X31, then south 4.1 miles to County Road E16, then west 5.2 miles to end of detour. (See attached map)

Signs shall be placed when and as necessary to protect the work and the traveling public in accordance with the Manual on Uniform Traffic Control Devices and Chapter 306 of the Code of Iowa.

Moved by Supervisor ______________________________ Seconded by Supervisor __________________________ that the above resolution be adopted this ____ day of ________________, 20__ by a vote of ____ aye ____ nay and ______ abstain from voting.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

______________________________
Chairperson

______________________________
Vice Chairperson

______________________________
Supervisor

______________________________
Linn County Auditor

ATTEST:

______________________________
Linn County Auditor

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RESOLUTION # _______________________

ESTABLISH ROAD CLOSURE AND DETOUR FOR PROJECT

WHEREAS: Linn County Project LOST-MONTICELLO RD(20), concrete overlay project, on Monticello Road (X20) in Linn County will begin soon.

WHEREAS: this project lies on a marked Farm-to-Market route, and

WHEREAS: a detour must be established to close a marked route for longer than 48 hours, and

WHEREAS: a map of the detour is attached hereto.

NOW, THEREFORE, BE IT RESOLVED: that the Linn County Board of Supervisors hereby authorize and direct the Linn County Engineer to place the appropriate signs to establish the following detour: commencing at the intersection of County Road D62 and County Road X31 in Jones County south 4.1 miles to County Road E16, then west 5.2 miles to Prairieburg Road (X20), then north 4 miles to the end of detour. (See attached map)

Signs shall be placed when and as necessary to protect the work and the traveling public in accordance with the Manual on Uniform Traffic Control Devices and Chapter 306 of the Code of Iowa.

Moved by Supervisor ____________________ Seconded by Supervisor ____________________ that the above resolution be adopted this ___ day of ________________, 20___ by a vote of ___ aye ___ nay and ______ abstain from voting.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

ATTEST:

______________________________________
Chairperson

______________________________________
Linn County Auditor

______________________________________
Vice Chairperson

______________________________________
Supervisor
RESOLUTION # ______________________

ESTABLISH 5 TON EMBARGO

WHEREAS, Under the provisions of Chapter 321.471 and 321.472 of the Code of Iowa, the Board of Supervisors may prohibit the operation of vehicles or impose restrictions as to the weight of vehicles to be operated upon the Secondary Road system whenever by reason of deterioration, rain, snow, or other climatic conditions will seriously damage or destroy the roadway unless such prohibition or restrictions are imposed, and

WHEREAS, climatic conditions may produce conditions where heavy loads are detrimental to the rock surfaced portion of the Linn County Secondary Road System.

WHEREAS, the Code of Iowa allows the issuance of a permit for loads to be hauled on an embargoed road, and

WHEREAS, the Board of Supervisors sets a $50.00 fee for the issuance of an Embargo Permit by the County Engineer.

NOW, THEREFORE, BE IT RESOLVED, that the Linn County Board of Supervisors hereby establish a five (5) ton embargo weight limit on the Secondary Road System of Linn County, except for the paved roads, and that the County Engineer be directed to post signs as needed and as prescribed in Chapter 321.472, Code of Iowa. The County Engineer is hereby authorized to remove said embargo at any time that the Board of Supervisors are not in session, when the condition improves such that the embargo is no longer necessary.

Moved by Supervisor ________________ Seconded by Supervisor ________________ that the above resolution be adopted this _____ day of ________________, 201_ by a vote of _____ aye _____ nay and _____ abstain from voting.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

______________________________
Chairperson

______________________________
Vice Chairperson

______________________________
Supervisor

ATTEST:

______________________________
Linn County Auditor
RESOLUTION # ____________________

ESTABLISH 10 TON EMBARGO

WHEREAS, Under the provisions of Chapter 321.471 and 321.472 of the Code of Iowa, the Board of Supervisors may prohibit the operation of vehicles or impose restrictions as to the weight of vehicles to be operated upon the Secondary Road system whenever by reason of deterioration, rain, snow, or other climatic conditions will seriously damage or destroy the roadway unless such prohibition or restrictions are imposed, and

WHEREAS, climatic conditions are such as to produce, with heavy, repeated loading, a condition which may seriously damage or destroy the roadway described and located as follows:

1) All bituminous type surfaced roads on the Linn County Secondary Road System which are commonly referred to as asphalt, seal coat or blacktop surfaces, and
2) All portland cement concrete type surfaced roads on the Linn County Secondary Road System.

WHEREAS, the Code of Iowa allows the issuance of a permit for loads to be hauled on an embargoed road, and

WHEREAS, the Board of Supervisors sets a $50.00 fee for the issuance of an Embargo Permit by the County Engineer.

NOW, THEREFORE, BE IT RESOLVED, that the Linn County Board of Supervisors hereby establish a ten (10) ton embargo weight limit on the Secondary Road System of Linn County, and that the County Engineer be directed to post signs as needed and as prescribed in Chapter 321.472, Code of Iowa. The County Engineer is hereby authorized to remove said embargo at any time that the Board of Supervisors are not in session, when the condition improves such that the embargo is no longer necessary.

Moved by Supervisor __________________ Seconded by Supervisor __________________ that the above resolution be adopted this ______ day of ____________________, 201_ by a vote of ______ aye ______ nay and ______ abstain from voting.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

ATTEST:

________________________________
Linn County Auditor

Chairperson

Vice Chairperson

Supervisor
LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION #

APPROVING A FINAL PLAT

WHEREAS, a final plat of Lang’s Family Farm Second Addition (Case #JF18-0015) to Linn County, Iowa, containing four (4) lots, numbered lot 1 and lot 2, and lettered lot A and lot B, has been filed for approval, a subdivision of real estate located in the SWNW of Section 32, Township 85 North, Range 5 West of the 5th P.M., Linn County, Iowa, described as follows:

Commencing at the Center of said Section 32; thence S88°51'59"W along the south line of Lang’s Family Farm First Addition to Linn County, 351.03 feet to the Point of Beginning; thence S88°51'59"W along the south line of the SE 1/4 NW 1/4 of said Section 32, 935.49 feet to the east line of Lang’s First Addition to Linn County; thence N00°28'57"W along the east line of said Addition, 457.00 feet; thence S88°51'59"W along the north line of said Addition, 196.32 feet; thence S01°50'16"E along the west line of said Addition, 457.01 feet to the south line of said SW NW 1/4; thence S88°51'59"W along said south line, 109.39 feet; thence N02°06'06"W, 1323.40 feet to the north line of said SW 1/4 NW; thence N88°56'08"E along said north line and continuing along the north line of said SE 1/4 NW 1/4, 1581.46 feet to the east line of said SE 1/4 NW 14; thence S02°06'06"E along said east line, 821.41 feet to the north line of said Lang’s Family Farm First Addition; thence S88°51'59"W along said north line, 349.62 feet; thence S01°56'21"E along the west line of said Addition, 500.05 feet to the Point of Beginning containing 41.98 acres which includes 0.96 acres of road right of way.

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

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

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of September 19th, 2018 as last amended on October 4, 2018 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT
1. Entrance permit required for new entrances and existing unpermitted entrances, Sec.11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). Lot 1 shall be limited to a single access. Lot 2 shall be limited to two accesses.
2. Dedication of road rights-of-way, County Standard Specifications, Section 5. 40’ of right-of-way on Springville Road adjacent to development shall be dedicated to the County for road purposes.
3. Final plat will not be approved until the road plans are approved as required in County Standard Specifications and Unified Development Code, Article IV, Section 107-72, §(2)(e)(14).
4. Road agreement for road improvement and / or trees / brush within County right-of-way. County Standard Specifications, Section 1.

IOWA DEPARTMENT OF TRANSPORTATION
Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT
No conditions to be met.
NATURAL RESOURCES CONSERVATION SERVICE
1. Show approximate location of natural drainage ways and a note restricting building within the natural drainage way should be shown on the final plat. Contact the NRCS office for widths and building restriction requirements.

LINN COUNTY CONSERVATION DEPARTMENT
No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT
No conditions to be met.

LINN COUNTY 911 COORDINATOR
No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT - ZONING DIVISION
1. Various revisions to the site plan and final plat.
2. Prior to approval of the final plat, the owner must sign an “Acceptance of Conditions” form. The “Acceptance of Conditions” form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
3. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
4. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor’s office prior to approval of the final plat.
5. The final plat bound documents must be approved by the Linn County Board of Supervisors on or before OCTOBER 15, 2019 as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f) of the UDC.
6. One original and 3 complete copies of the final plat bound documents that must include the following:
   i. Owner’s certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
   ii. Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
   iii. Surveyor’s certificate
   iv. Auditor’s certificate
   v. Resolution of the Planning and Zoning Commission
   vi. Resolution of the Board of Supervisors
   vii. Resolution of approval or waiver of review by applicable municipalities
   viii. Treasurer’s certificate
   i. Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the UDC.
   ii. Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
   iii. Three (3) copies of the surveyor’s drawing
   iv. A covenant for a secondary road assessment
NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat is hereby approved. The Board of Supervisors and County Engineer are hereby authorized to enter approval upon the final plat resolution. The Board of Supervisors’ Chairperson is also hereby authorized to sign said plat which executes an acceptance of dedication of property to the public, as shown on said plat.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded February 27th, 2020 to be valid.

Passed and approved this 27th day of February, 2019.

Linn County Board of Supervisors

__________________________
Chair

__________________________
Vice Chair

__________________________
Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

__________________________
Joel Miller, Linn County Auditor
State of Iowa  
) SS
County of Linn  

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

___ Aye ___ Nay ___ Abstain ___ Absent

Joel Miller

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

on this ______ day of _________________________, 2019.

Notary Public State of Iowa
AGREEMENT BETWEEN

Linn County, Iowa

And

The Iowa Department of Human Rights (IDHR)

For

PREA Audit Services

This Agreement is between Linn County, Iowa through its Linn County Community Services Department, Juvenile Detention and Diversion Services (JDDS), hereinafter called “JDDS”, and the Iowa Department of Human Rights (IDHR) through its Division of Criminal and Juvenile Justice Planning, hereinafter called “CJJP”. CJJP shall provide services under this Agreement beginning on March 4, 2019, and ending no later than December 28, 2019.

DEFINITIONS

Prison Rape Elimination Act (PREA) - The PREA was passed by Congress in 2003. The act aims to curb prison rape through a “zero-tolerance” policy, as well as through research and information gathering. National standards to prevent incidents of sexual violence were developed and policies were made more available and obvious. By making data on prison rape more available to administrators as well as making corrections facilities more accountable for incidents pertaining to sexual violence it will more than likely decrease the crimes.

PREA covers all adult, as well as juvenile detention facilities; the definition of prison for the purposes of the act includes “any juvenile facility used for the custody or care of juvenile inmates.” U.S. Congress, within the text of PREA, noted that young, first-time offenders are at an increased risk of sexually motivated crimes. Juveniles held in adult facilities are five times more likely to be sexually assaulted than juveniles held in juvenile facilities.

PREA Audit - All confinement facilities covered under the PREA standards, must be audited at least every three years to be considered compliant with PREA standards, with one third of each facility type operated by an agency, audited each year. This includes juvenile facilities operated by a local authority.

SCOPE OF SERVICE

A Department of Justice, certified PREA Auditor working for CJJP shall conduct a PREA audit of the Juvenile Detention & Diversion Services, 800 Walford Road SW, Cedar Rapids, IA 52404 not later than June 1, 2019. The PREA audit shall be in compliance with the standards established by the National PREA Resource Center.
The CJJP Auditor:

1. May employ or partner with other auditors or staff. However, there shall be one designated Auditor who shall be responsible for the purposes of this Agreement and the PREA auditing standards.

2. Shall provide JDDS with a tentative schedule for activities during the on-site visits at least five days prior to the arrival at the facility.

3. Shall ensure that all sensitive and confidential information be stored and protected so that only those with the authority to access the information shall be able to access in accordance with the National Standards.

4. Shall have the responsibility and authority to independently observe, assess, review, and report on the Agency’s implementation and compliance with the National Standards. In order to accurately assess compliance at the facility, the Auditor shall conduct an on-site inspection which may include (but is not limited to):
   a. A comprehensive facility tour;
   b. Observations of programs and activities;
   c. Interviews, that at a minimum shall include, agency administrative staff, facility administrative staff, supervisory staff, line staff, medical staff, teachers, and residents;
   d. A review of videotapes from housing units;
   e. A detailed review of inmate records, incident reports, personnel files, and training records;
   f. A review of agency and facility policies.

JDDS shall:

1. Maintain and secure any and all documentation (including electronic) required by the National PREA Standards. The CJJP Auditor is authorized to request, review, and retain all such documentation prior to, during, and after the on-site audit until the issuance of the final report.

2. Ensure that the CJJP Auditor contact information, together with a statement of confidentiality, shall be conspicuously displayed in all inmate housing units at the JDDS, for the six-week period prior to the on-site visit.

3. Provide the CJJP Auditor with reasonable workspace, and shall permit the auditor to maintain a laptop computer, mobile telephones, and/or PDA within that workspace.

4. Publish the final audit report on the agency website within 14 days of receipt of the report.

5. Determine whether, and to what extent, the CJJP Auditor is legally a mandatory or discretionary reporter of resident abuse, and shall provide such information to the CJJP Auditor prior to the on-site visit. JDDS shall inform the CJJP Auditor of contact information for the entity or entities that may legally accept any mandatory or discretionary reporting.
PAYMENT

The cost of the audit shall be a maximum of $6,000, plus mileage, lodging, and meal reimbursement at the current State of Iowa rate for a maximum of three days and two nights. The cost of the audit will include time spent by the CJJP Auditor on pre-audit work, on-site hours, and post-audit work; including any potential time required during the corrective action period.

Upon conclusion of the audit, the CJJP Auditor shall submit an invoice to the Director of the JDDS, currently Dawn Schott, detailing the date and number of hours spent on the audit process. Payment will be issued by Linn County within 30 days of receipt of the invoice.

INTERIM REPORT

Within 21 days of the completion of the audit, CJJP shall provide the National PREA Resource Center an interim report. After the report has been reviewed by the National PREA Resource Center, CJJP will forward the interim report to JDDS within 10 days. The interim report is not a public document and is exclusively for the JDDS.

CORRECTIVE ACTION PROCESS

If the interim audit report indicates that corrective action is required, the CJJP Auditor and JDDS shall work to promptly and jointly develop a corrective plan toward achieving compliance with all standards.

The corrective action plan shall contain a timeline for specific minimal remedial measures the JDDS shall take to achieve compliance within the 180-day corrective action period. JDDS shall deliver, and the auditor shall review and comment upon deliverables provided to the CJJP Auditor pursuant to the corrective action timeline.

After the completion of the corrective period, a final public report will be provided to the JDDS within 30 days. The JDDS will then have 90 days to file an appeal with the Department of Justice regarding any audit finding that it believes to be incorrect.

FINAL AUDIT REPORT

The CJJP Auditor shall issue their final report at the conclusion of the 180-day corrective action period, or earlier if compliance has been achieved before the end of the corrective action period. After the completion of the corrective period, a final public report will be provided to the JDDS within 30 days.
TIMELINE

<table>
<thead>
<tr>
<th>Action Item</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre Audit Preparation Work</td>
<td>Begin on March 4, 2019</td>
</tr>
<tr>
<td>Audit Notification in Facility</td>
<td>Begin on March 18, 2019</td>
</tr>
<tr>
<td>On-Site Audit</td>
<td>Complete by May 1, 2019</td>
</tr>
<tr>
<td>Interim Report due to National PREA Resource Center</td>
<td>Within 21 days of completion of on-site audit.</td>
</tr>
<tr>
<td>Interim report due to JDDS (Non-public document)</td>
<td>Within 10 days after National PREA Resource Center review.</td>
</tr>
<tr>
<td>Corrective Action Plan (If applicable)</td>
<td>180-days to achieve compliance.</td>
</tr>
<tr>
<td>Final Report (Public document)</td>
<td>Within 30 days from conclusion of corrective action period or earlier if compliance is achieved.</td>
</tr>
</tbody>
</table>

RECORDS

The CJJP Auditor shall take all reasonable steps to safeguard agency records and information retained pursuant to the audit. All electronic files shall be securely password-protected or encrypted. All paper records shall be maintained in a secure room or building, and within a locked case or cabinet. Upon conclusion of the Auditor’s document retention period, the Auditor shall securely burn, shred, or otherwise destroy the retained records. The Auditor shall notify the JDDS in writing with confirmation that such documents have been destroyed.

NATURE OF RELATIONSHIP

This is an agreement between CJJP and JDDS. CJJP and its employees will comply with all State, Federal, and County laws, policies, rules, and regulations, including those which pertain to the confidentiality of protected medical information, including the HIPAA regulations. CJJP is a covered entity under HIPAA and understands the importance of compliance with HIPAA health information. CJJP will develop and use systems and practices which assure that HIPAA standards are met.
BENEFITS

This is not a contract for employment. As an independent contractor CJJP will be solely responsible for providing salary, fringe benefits, workers compensation as applicable, unemployment insurance, and malpractice liability insurance coverage.

PUBLIC STATEMENTS

Except as required or authorized by the PREA auditing standards, federal, state, or local law; judicial order; or this Agreement; the CJJP 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: that status of J DDS compliance or noncompliance with the PREA standards, or any act or omission of the J DDS, its elected officials, agents, representatives, or employees.

TESTIMONY

Except as required or authorized by the terms of this Agreement, the CJJP Auditor shall not testify in any litigation or proceeding with regard to the status of the Agency’s compliance or noncompliance with the National 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 notify the J DDS within 10 days of receiving such notice.

INDEMNIFICATION

To the extent permitted by the law, both parties agree to mutually defend, indemnify, and hold harmless its officers, agents, and employees from and against any and all claims, demands, actions or causes of action of whatever character or nature, arising out of or by reason of property damage, personal injury, bodily injury, professional malfeasance or misfeasance, or any other damage or injury, directly or indirectly related to act or omissions of the other.

TERMINATION

The CJJP Auditor may be terminated if the J DDS and the Department of Justice agree and upon good cause shown. Good cause shall include, among other things, any violation of PREA Standards; or federal, state, or local law, which reasonable calls into question the Auditor’s fitness to continue serving as the Auditor.
NOTICES

Notices under this Agreement shall be in writing and delivered to the representatives of the party to receive notice as it appears below:

If to JDDS:  
Executive Director, currently David Thielen  
Linn County Community Services  
1240 26th Avenue Court SW  
Cedar Rapids, IA  52404

JDDS Administrator, currently Dawn Schott  
Linn County Juvenile Detention & Diversion Services  
800 Walford Road SW  
Cedar Rapids, IA  52404

Linn County Attorney's Office, Civil Division  
Jean Oxley Public Service Center  
935 2nd Street SW  
Cedar Rapids, IA  52404

If to IDHR:  
San Wong, Director  
Iowa Department of Human Rights  
Division of Criminal and Juvenile Justice Planning  
Lucas State Office Building  
Des Moines, IA  50319

Iowa Department of Human Rights  

San Wong, Director

Date 2-11-19

Linn County Board of Supervisors  

Stacey Walker, Chairperson

Date
RELEASE OF MORTGAGE

Know All People by These Presents: That the undersigned, the previous Owners Matthew and Eryn Didier of the Mortgage hereinafter described, do hereby acknowledge that a certain Mortgage bearing date of the 14th day of February, 2014, made and executed by the East Central Iowa Council of Governments, in association with the Linn County’s Single Family New Construction Grant, for the following described property in the City of Marion, County of Linn, State of Iowa.

LEGAL DESCRIPTION:

Lot Twenty-One (21) Echo Hill Subdivision, Marion, Iowa; in Linn County, Iowa.

More commonly known as:

5730 Hertz Drive, Marion, Iowa

SAME AS MORTGAGE.

The mortgage was made to COUNTY OF LINN, IOWA and Recorded in the records of the office of the Recorder of the County of Linn, State of Iowa, Instrument Number book 8911 pages 407-412 on the 26th day of February, 2014, is redeemed, paid off, satisfied and discharged in full.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Dated this 27th day of February, 2019.

COUNTY OF LINN, IOWA

By: _____________________________
    Stacey Walker, Chair Linn County Board

STATE OF IOWA  )
    ) ss:
LINN COUNTY

On this 27th day of February 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Stacey Walker, Chair of the Linn County Board of Supervisors to me personally known, who being by me duly sworn, that said instrument was signed and sealed on behalf of said authority of the bank; and that the said Chief Financial Officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

______________________________
Notary

My commission expires on ____________________________
RELEASE OF MORTGAGE

Know All People by These Presents: That the undersigned, the previous Owner Andrew Mills of the Mortgage hereinafter described, do hereby acknowledge that a certain Mortgage bearing date of the 19th day of February, 2014, made and executed by the East Central Iowa Council of Governments, in association with the Linn County’s Single Family New Construction Grant, for the following described property in the City of Marion, County of Linn, State of Iowa.

LEGAL DESCRIPTION:

Lot Twenty-Four (24) Echo Hill Subdivision, Marion, Iowa; in Linn County, Iowa.

More commonly known as:
5820 Hertz Drive, Marion, Iowa

SAME AS MORTGAGE.

The mortgage was made to COUNTY OF LINN, IOWA and Recorded in the records of the office of the Recorder of the County of Linn, State of Iowa, Instrument Number book 8911 pages 66-71 on the 25th day of February, 2014, is redeemed, paid off, satisfied and discharged in full.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Dated this 27th day of February, 2019.

COUNTY OF LINN, IOWA

By: _____________________________
Stacey Walker, Chair Linn County Board

STATE OF IOWA )
) ss:

LINN COUNTY

On this 27th day of February 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Stacey Walker, Chair of the Linn County Board of Supervisors to me personally known, who being by me duly sworn, that said instrument was signed and sealed on behalf of said authority of the bank; and that the said Chief Financial Officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

__________________________________________
Notary

My commission expires on ____________________
FOURTH AMENDMENT TO LEASE AGREEMENT

This Fourth Amendment (the “Fourth Amendment”) to that certain Lease Agreement dated October 2, 1996 by and between Communications Engineering Company and The City of Cedar Rapids, as amended by that certain First Amendment to Lease Agreement dated March 1, 2007, as amended by that certain Second Amendment to Lease Agreement dated August 21, 2012, as amended by that certain Third Amendment dated April 27, 2018 (collectively, the “Agreement”) is made and entered into as of the latter signature date hereof, by and between GTP Acquisition Partners II, LLC, a Delaware limited liability company, as successor-in-interest to the Agreement (the “Lessor”) and Linn County, as successor-in-interest to the Agreement (the “Lessee”) (collectively, the “Parties”).

RECITALS

WHEREAS, Lessor owns a certain communications tower and leases a certain parcel of land located at 1000 27th Avenue SW, Cedar Rapids, IA 52404-0000 more commonly known to Lessor as the Cedar Rapids South tower site (the “Tower Space”); and

WHEREAS, Lessor and Lessee entered into the Agreement for the use of a certain portion of the Tower Space; and

WHEREAS, the Parties agree to extend the term of the Agreement, among other things, all on the terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1) Lessor and Lessee agree to extend the term of the Agreement commencing on March 1, 2019 (the “Extension Term Commencement Date”) for a period of three (3) years (the “Extension Term”).

2) Immediately following the expiration of the Extension Term, there shall be three (3) additional periods of three (3) years each (each a “Renewal Term”). The Agreement shall automatically renew for each successive Renewal Term unless either Party notifies the other in writing of its intention not to renew this Agreement at least ninety (90) days prior to the end of the then existing term.

3) Effective upon March 1, 2019, the Rent shall be increased by One Hundred Thirty-Three and 97/100 Dollars ($133.97) per month (“Increased Fee”) and adjusted pursuant to the Annual Escalator as set forth on Section 4 of this Fourth Amendment. The Increased Fee for any fractional month at the beginning or end of the period shall be appropriately prorated.
4) Effective upon March 1, 2020, and each anniversary thereafter during the term, the Rent shall be increased by three percent (3%) ("Annual Escalator").

5) Lessor and Lessee agree and acknowledge that all future payments of the Rent shall be made to the Lessor at the following remittance address:

   GTP Acquisition Partners II
   29893 Network Place
   Chicago, IL 60673-1296

6) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.

7) All other terms and provisions of the Agreement remain in full force and effect.

   [SIGNATURES APPEAR ON THE NEXT PAGE]

   [REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]
IN WITNESS WHEREOF, the Parties hereto have set their hands to this Fourth Amendment to that certain Lease Agreement as of the day and year written below:

LESSEE:  
Linn County

By: ___________________________  By: ___________________________
Name: _________________________  Name: _________________________
Title: ___________________________  Title: _________________________
Date: ___________________________  Date: _________________________

LESSOR:  
GTP Acquisition Partners II, LLC, a Delaware limited liability company

By: ___________________________
Name: _________________________
Title: ___________________________
Date: ___________________________
### LINN COUNTY 2019
### CROSSROAD CULVERTS
### RESULTS

#### CONTECH E.S.

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#### METAL CULVERTS

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</table>
## General Notes:
1) Pipe bid for these items shall meet Iowa D.O.T. Specifications for Corrugated Metal Pipe Cross Road Culverts as a minimum requirement.
2) Pipe shall be minimum 14 Guage Galvanized or 16 Guage Aluminized material. Bands shall be 2' wide and supplied with appropriate galvanized bolts and nuts.

<table>
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<tr>
<th>Descr.</th>
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<th>Quantity of Bands</th>
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**TOTAL: 54,215.00**

---

**Company Name:** Cootech E.S.  
**Address:** 1112 SE Lorenz Dr  
**City, State Zip:** Ankeny IA 50021  
**E-Mail:** Karlgrace@hotmail.com  
**Phone:** 214/19  
**Date:** 2/14/19
## Linn County Purchasing Division
### Attachment A-1
### Crossroad Culverts

<table>
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<th>Descr.</th>
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**General Notes:**
1) Pipe bid for these items shall meet Iowa D.O.T. Specifications for Corrugated Metal Pipe Cross Road Culverts as a minimum requirement.
2) Pipe shall be minimum 14 Guage Galvanized or 16 Guage Aluminized material. Bands shall be 2' wide and supplied with appropriate galvanized bolts and nuts.

**Illowa Culvert & Supply Co.**
P.O. Box 43
Low Moor, IA 52757

Company Name: ____________________________
Address: _________________________________
City, State Zip: __________________________
E-Mail: JeffGreve@hotmail.com
Phone: 800-499-9293

Date: 2/4/19
# Linn County Purchasing Division
## Attachment A-1 
### Crossroad Culverts

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### General Notes:
1) Pipe bid for these items shall meet Iowa D.O.T. Specifications for Corrugated Metal Pipe Cross Road Culverts as a minimum requirement.
2) Pipe shall be minimum 14 Guage Galvanized or 16 Guage Aluminized material. Bands shall be 2' wide and supplied with appropriate galvanized bolts and nuts.

---

**Company Name:** METAL CULVERTS, INC.  
**Date:** FEBRUARY 11, 2019

**Address:** P.O. BOX 330

**City, State Zip:** JEFFERSON CITY, MO 65102

**E-Mail:** sales@metalculverts.com  
**Phone:** (573) 636-7312

**Signature:**  
BRET MATHIEUS, SALES REPRESENTATIVE
### Linn County 2019
### Entrance Culverts Results

#### CONTECH E.S

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#### IlloWACULVERTS

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Entrance Culverts

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NOTES

*Pipe bid for these items may be RCP, CMP, PVC, or HDPE materials meeting IDOT Specifications for Highway Cross Road Culverts.

*CMP must be supplied as either 14 Guage Galvanized or 16 Guage Aluminized material.

*CMP may be of countinous spiral construction providing ends are re-rolled to accommodate supplied band (not less than 24" wide and be supplied with galvanized bolts & nuts).

*Plastic Pipe must be supplied with smooth interior walls, bell and spigot type joints, and joint lubricant. If a coupler is required to connect sections, one will be supplied and included in price bid for pipe.

*All Pipe shall be provided in standard lengths approved by engineer with zero gap joint attachments (example: bands for CMP) provided complete for one joint per length of pipe. CMP shall be provided with one band per length of pipe and included in price bid for pipe.

COMPANY NAME: Contech E.S.

ADDRESS: 1112 SE Lorenz Dr

A-Keny IA 50021

PHONE: 563-357-6694

EMAIL: karlgraves@hotmail.com

SIGNATURE: [Signature]

DATE: 2/14/19
# Entrance Culverts

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**TOTAL** 12,960.00

**NOTES**

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*Plastic Pipe must be supplied with smooth interior walls, bell and spigot type joints, and joint lubricant. If a coupler is required to connect sections, one will be supplied and included in price bid for pipe.*

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**ILLOWA CULVERT & SUPPLY CO.**

**COMPANY NAME** LOW MOOR, IA 52757

**ADDRESS**

---

**PHONE** 800 499 9093  
**EMAIL** jeffrevez@hotmail.com

**SIGNATURE**  
**DATE** 2/9/19
Entrance Culverts

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NOTES

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COMPANY NAME  METAL CULVERTS, INC.

ADDRESS  P.O. BOX 330

       JEFFERSON CITY, MO 65102

PHONE  (573) 636-7312

EMAIL  sales@metalculverts.com

SIGNATURE  BRENT MATHERS, SALES REPRESENTATIVE

DATE  FEBRUARY 11, 2019