

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, September 1, 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.

Approve and authorize Chair to sign a Vacancy Form requesting a GIS Specialist for the Secondary Road Department.

Approve and authorize Chair to sign a Vacancy Form requesting a Traffic Technician Aide for the Secondary Road Department.

Approve and authorize the Chair to sign a Vacancy Form requesting a HIV HCV STI Outreach Coordinator for the Public Health Department.

Reports**Resolutions**

Approve and authorize Chair to sign an Acceptance of Provisions of Resolution to purchase City-owned excess right-of-way in the amount of \$17,569.50, in connection with Linn County's project Bertram Road Bridge Replacement, parcel No. 1 & 2.

Resolution to approve Land Preservation Parcel Split for Konkowski First Addition, case JLPS21-0001.

Contract and Agreements

Approve and authorize Chair to sign a contract amendment #1 5882HC08, between Linn County Community Services – Ryan White Program and Iowa Department of Public Health for the period of April 1st, 2021 to March 31st, 2022 for a total contract total equaling \$750,692. A funding increase for this fiscal year of \$3,114.

Approve and authorize Chair to sign a partial acquisition contract between Linn County, Iowa and Joseph Mischka, in the amount of \$900.00, for right of way acquired in connection with Linn County's project Bertram Road Bridge Replacement, parcel No. 3.

Approve and authorize Chair to sign Pre-Employment Training Agreements for new employees of the Linn County Sheriff's Office as follows:

- Fernando Catalan for \$32,562.70

- Laurisa Lynne Filmer for \$32,562.70
- Warren Fuller for \$32,562.70
- Loren Lorang for \$32,562.70
- Milo Dylan Miles for \$35,575.10
- Derek Pritchard for \$35,575.10
- Brody Rawson for \$32,562.70
- Kimberly Schmitz for \$34,750.99
- Henry Shriver for \$32,562.70
- Tremaine L. Sideeg for \$32,562.70
- Justin Uhde for \$35,575.10
- Nicholas A. Williams for \$32,562.70
- Drew Henry Leigh Wirtner for \$32,562.70
- Charles Wesley Wayne Woodcock for \$32,562.70

Authorize Chair to sign a Memorandum of Understanding (MOU) for provision of certain fiscal agent services for Wrap Around and Staff Development Funds, effective October 1, 2021 through September 30, 2022, between 6th District Juvenile Court Services and Linn County Community Services.

Award bid and approve purchase order PO160 for the purchase of mulch materials to Coleman Moore Company in the amount of \$9,017.42.

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

Proclamation: 15th Annual Stand Down for Homeless-September 10, 2021

Covid 19 update by Public Health

Second Consideration on Case JA21-0007, an ordinance amending the Code of Ordinances, Linn County, Iowa by amending provisions in Chapter 107, Unified Development Code. Staff is proposing several text amendments to the Unified Development Code concerning: Temporary Uses, Event Centers in areas zoned Agricultural (AG), signs in areas zoned Critical Natural Resource (CNR), and lot size requirement exemptions for subdivisions in Planned Unit Development Overlay districts (PUD).

Discuss and approve Resolution for Temporary Use Permit, Case JTU21-0014, City of Cedar Rapids, owner; and Corridor Running c/o Michael Price, petitioner; requesting permission to operate the NewBo Run Half Marathon and 10K, located at 5801 Otis Rd, Cedar Rapids, Iowa.

Resolution authorizing Michael Price, race director for the NewBo Half Marathon, to utilize Otis Road and Bertram Road on Sunday, September 5, 2021

Discuss and decide on use of chip disposal revenue from Ceres Environmental, Inc.

Discuss and decide on Amendment Number 1 to the Professional Services Agreement between Linn County and Martin Gardner Architecture, P.C. for derecho evaluation and assessment.

Discuss and decide on COVID-19 leave for Linn County employees.

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**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.

LINN COUNTY HUMAN RESOURCES DEPARTMENT
JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5120 | FAX: 319-892-5129

LinnCounty.org



VACANCY FORM

SELECT ONE:

☒ NEW POSITION

☐ REPLACEMENT

REPLACES: _____

SELECT ONE:

☐ NEW JOB CLASSIFICATION

☒ EXISTING JOB CLASSIFICATION

JOB TITLE: GIS Specialist

DEPARTMENT: Secondary Road

SHIFT/HOURS: M-F 7:00am-3:30pm

VACANCY DATE: immediate

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if applicable): ☐ BUDGET OFFER

NEW POSITION FUNDING SOURCE(S):

Secondary Road budget

☐ GRANT FUNDING

☒ OTHER: Work load and specific skill set needed

POST TO INSIDE: ☒ YES ☐ NO

ADVERTISE: ☒ YES ☐ NO

IF NO, GIVE EXPLANATION (i.e. not filling due to operational needs): _____

POSITION TYPE:

☒ FULL-TIME ☐ PART-TIME _____ # of hours/week ☐ TEMPORARY/SEASONAL

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

BARGAINING UNIT: ☐ Clerical ☐ Maintenance ☐ Para Professional ☒ Professional

☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: [Signature]

DEPARTMENT HEAD (original signature required)

DATE

7/20/2021

By signing above, I acknowledge my understanding of the following about external job postings: Failure to make a good faith effort to begin the interview process within one month of receiving candidates' applications will result in HR charging the cost of advertising back to the department.

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: This is an IT position located in Engineering

FINANCE/BUDGET DIRECTOR COMMENTS: Discuss w/ BOS for funding approval.

APPROVED BY: [Signature]
HUMAN RESOURCES DIRECTOR

DATE

8-9-21

APPROVED BY: [Signature]
FINANCE/BUDGET DIRECTOR

DATE

8/11/21

APPROVED BY: _____
CHAIRPERSON/BOARD OF SUPERVISORS

DATE



VACANCY FORM

SELECT ONE:

☒ NEW POSITION

☐ REPLACEMENT

REPLACES: _____

SELECT ONE:

☐ NEW JOB CLASSIFICATION

☒ EXISTING JOB CLASSIFICATION

JOB TITLE: Traffic Technician Aide

DEPARTMENT: Secondary Road

SHIFT/HOURS: 7:00 am - 3:30 pm

VACANCY DATE: 8/28/2021

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if applicable):

☐ BUDGET OFFER

☐ GRANT FUNDING

☐ OTHER: _____

NEW POSITION FUNDING SOURCE(S):

HFO position vacated by Nick Boren on the Construction Crew will not be filled and overall there are no additional positions. The Traffic Technician Aide & Heavy Equipment Operator positions are the same pay so there is no change to the budget.

POST TO INSIDE: ☒ YES ☐ NO

ADVERTISE: ☒ YES ☐ NO

IF NO, GIVE EXPLANATION (i.e. not filling due to operational needs): _____

POSITION TYPE:

☒ FULL-TIME ☐ PART-TIME _____ # of hours/week ☐ TEMPORARY/SEASONAL

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

☒ BARGAINING UNIT: ☐ Clerical ☒ Maintenance ☐ Para Professional ☐ Professional
☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: [Signature]
DEPARTMENT HEAD (original signature required)

8/26/2021
DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: TTA & HEO are both pay grade 19A1, so this is budget neutral - Ace

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: Lisa Powell / by ACE
HUMAN RESOURCES DIRECTOR

8/27/21
DATE

APPROVED BY: [Signature]
FINANCE/BUDGET DIRECTOR

8/27/2021
DATE

APPROVED BY: _____
CHAIRPERSON/BOARD OF SUPERVISORS

DATE

LINN COUNTY HUMAN RESOURCES DEPARTMENT
JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5120 | FAX: 319-892-5129

LinnCounty.org



VACANCY FORM

SELECT ONE:

☒ NEW POSITION

☐ REPLACEMENT

REPLACES: _____

SELECT ONE:

☐ NEW JOB CLASSIFICATION

☒ EXISTING JOB CLASSIFICATION

JOB TITLE: HIV HCV STI Outreach Coordinator

DEPARTMENT: Public Health

SHIFT/HOURS: 8:00 am - 4:30 pm

VACANCY DATE: ASAP

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if

applicable): ☐ BUDGET OFFER

☒ GRANT FUNDING

☐ OTHER: _____

NEW POSITION FUNDING SOURCE(S):

Federal Pass through to IDPH to LCPH. Fully grant funded

by CDC/IDPH.

POST TO INSIDE: ☒ YES ☐ NO

ADVERTISE: ☒ YES ☐ NO

IF NO, GIVE EXPLANATION (i.e. not filling due to operational needs): _____

POSITION TYPE:

☒ FULL-TIME ☐ PART-TIME _____ # of hours/week ☐ TEMPORARY/SEASONAL

☐ ON-CALL/SUBSTITUTE ☒ GRANT-FUNDED

BARGAINING UNIT: ☐ Clerical ☐ Maintenance ☐ Para Professional ☒ Professional

☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: _____

DEPARTMENT HEAD (original signature required)

DATE

By signing above, I acknowledge my understanding of the following about external job postings: Failure to make a good faith effort to begin the interview process within one month of receiving candidates' applications will result in HR charging the cost of advertising back to the department.

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: _____

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: _____

HUMAN RESOURCES DIRECTOR

DATE

APPROVED BY: _____

FINANCE/BUDGET DIRECTOR

DATE

APPROVED BY: _____

CHAIRPERSON/BOARD OF SUPERVISORS

DATE

ACCEPTANCE OF PROVISIONS OF RESOLUTION NO. _____

The undersigned hereby accepts all the terms and conditions of the attached Resolution and agrees that the same shall be binding upon undersigned, successors and assigns.

Dated this _____ day of _____, 2021.

Linn County, Iowa

RESOLUTION NO. LEG_NUM_TAG

RESOLUTION SETTING PUBLIC HEARING FOR SEPTEMBER 28, 2021 TO CONSIDER THE
VACATION AND DISPOSITION OF CITY-OWNED EXCESS RIGHT-OF-WAY

WHEREAS, the City of Cedar Rapids has received a request from Linn County, Iowa for the vacation and disposition of City-owned excess right-of-way described as follows:

one-1.05-acre parcel of City-owned excess right-of-way located southeast of and adjacent to the Bertram Road SE and Wilder Drive SE intersection and one-1.67-acre parcel of City-owned excess right-of-way located northwest of and adjacent to the Bertram Road SE and Berry Road intersection

, and

WHEREAS, the terms of the resolution will include the following:

1. Linn County, Iowa has paid the application fee of \$1,000.
2. This parcel will be conveyed for the consideration of \$15,590 plus 5% closing costs of \$779.50.
3. The parcel will be released for the consideration of a \$100.
4. Linn County, Iowa had paid all publication and recording costs of \$100 to the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA as follows:

A public hearing shall be held in the Council Chambers, City Hall, 101 First Street SE, Cedar Rapids, Iowa, the Cedar Rapids City Council, at 4:00 p.m. on September 28, 2021 to consider this vacation and disposition as requested by Linn County, Iowa, and

BE IT FURTHER RESOLVED that the City Clerk is directed to publish notice of said public hearing in accordance with applicable law.

PASSED_DAY_TAG

LEG_PASSED_FAILED_TAG

MayorSignature

Attest:

ClerkSignature

LEG_TABLED_TAG

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING A LAND PRESERVATION PARCEL SPLIT

WHEREAS, a Land Preservation Parcel Split of Konkowski First Addition (Case # JLPS21-0001) to Linn County, Iowa, containing two (2) lots, numbered lot 1 and lettered outlot A has been filed for approval, a subdivision of real estate located in Section 34, Township 27 North, Range 6 West of the 5th P.M., Linn County, Iowa, described as follows:

Commencing at the Southwest corner of the Northeast 1/4 of the Northeast 1/4 of Section 33, Township 82 North, Range 6 West; thence N 89°13'30" E along the South line of the Northeast 1/4 of the Northeast 1/4 of said Section 33, a distance of 513.13 feet to the Southeast corner of Parcel A of Plat of Survey No. 2047 as is recorded in Book 9496 on pages 661-662 in the office of the Linn County Recorder, being the Point of Beginning; thence N 01°39'44" W along the East line of said Parcel A, a distance of 1327.92 feet to the Northeast corner of said Parcel A, being a point on the North line of Lot 3 of Banner Valley Second Addition as is recorded in Book 9978 on pages 443-469 in the office of the Linn County Recorder; thence N 89°30'29" E along said North line, a distance of 758.06 feet to the Northeast corner of said Lot 3; thence S 41°17'56" E along the Easterly line of said Lot 3, a distance of 327.84 feet; thence S 43°25'58" E along said Easterly line, a distance of 867.73 feet; thence S 30°37'15" E along said Easterly line, a distance of 447.25 feet; thence S 05°18'01" E along said Easterly line, a distance of 13.94 feet; thence S 00°46'15" E along said Easterly line, a distance of 34.91 feet to a point on the South line of the Northwest 1/4 of the Northwest 1/4 of Section 34, Township 82 North, Range 6 West; thence S 89°13'45" W along said South line, a distance of 962.84 feet to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 33; thence S 89°13'30" W along the South line of said Northeast 1/4 of the Northeast 1/4 of Section 33, a distance of 799.35 feet to the Point of Beginning containing 40.07 acres of which 1.58 acres is existing county road right of way and being subject to all easements and restrictions of record.

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 January 20, 2021 as last amended on February 15, 2021 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT, 892-6400

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). All approved entrances shall be brought into conformance with County standards. Lot 1 and Outlot A shall be limited to a single access.
2. Dedication of road rights-of-way, County Standard Specifications, Section 5. Forty feet of right-of-way on Banner Valley Road adjacent to development shall be dedicated to the County for road purposes.
3. Road agreement with conditions applicable to land preservation parcel splits. County Standard Specifications, Section 1.
4. E-911 address sign to be applied for at the Linn County Secondary Road Department (319-892-6400).

IOWA DEPARTMENT OF TRANSPORTATION

1. 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. Land disturbance greater than 1 acre in size, not associated with agricultural crop production, will require a NPDES permit granted by the Iowa Department of Natural Resources.
2. Submit erosion and sediment control plan for review and acceptance.
3. Submit site plan showing potential location of home and septic and water well on Lot 1.

LINN COUNTY CONSERVATION DEPARTMENT

No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT

No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT – ZONING DIVISION

1. All side and rear yard setbacks must be met for all structures involved in this proposal.
2. Construction of the dwelling must be completed prior to recording of the plat.
3. Various revisions to the site plan and final plat.
4. 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.
5. This plat lies within the 2-mile jurisdiction of the City of Ely, and as per the 28E Agreement between the City and the County, will require City approval or a waiver of the right to review.
6. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
7. Outlot A will require a Land Preservation Parcel Split deed restriction. As a part of the final plat, the lot will be non-buildable until brought into conformance with the Linn County UDC and will require the note: "This parcel may only be developed in accordance with all development regulations in effect at the time development is proposed" on the plat.
8. 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.
9. 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
 - (ix) 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 Unified Development Code.

- (x) Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
 - (xi) Three (3) copies of the surveyor's drawing
 - (xii) A covenant for a secondary road assessment
10. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before **FEBRUARY 15, 2022** 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 Unified Development Code.

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 by September 1, 2022 to be valid.

Passed and approved this 1st day of September, 2021

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Engineer

Brad Ketels, Engineer

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 _____, 2021.

Notary Public State of Iowa



Protecting and Improving the Health of Iowans

Kim Reynolds, Governor

Adam Gregg, Lt. Governor

Kelly Garcia, Interim Director

DATE: August 16, 2021	AMENDMENT #: 1
CONTRACT #: 5882HC08	PROJECT TITLE: HIV Client Services Program
CONTRACTOR: Linn County Treasurer dba Linn County Community Services	TOTAL APPROVED FUNDING: \$747,578.00 \$750,692.00
CONTRACT PERIOD: April 1, 2021- March 31, 2022	FUNDING SOURCE: FEDERAL: \$106,399.00 STATE: \$969.00 \$2,317.00 OTHER: \$640,483.00 \$641,976.00 Interagency State: \$0 Interagency Federal: \$0 Private/Fees/Other: \$640,483.00 \$641,976.00

This contract is amended by reducing the unexpended funding for the first three-month state budget period of April 1, 2021, through June 30, 2021, under Maintenance Outreach Support Services and adding the nine-month state budget funding of July 1, 2021, through March 31, 2022, under Maintenance Outreach Support Services and increasing funding to Referral for Health Care & Support Services in Article IX – Budget.

The following changes are being made to the funding:

April 1, 2021 – June 30, 2021
1553 State = -\$467.00

July 1, 2021 – March 31, 2022
1553 State = +\$2,088.00

Other Funding 0804 2RWR = +\$1,493.00

The rest of this page is intentionally left blank.

Article IX - Budget:

Updated funding
available for July 1,
2021 through March
31, 2022

Approved Funding Amendment 1

A. Case Management

Medical Case Management	\$94,638.00		\$94,638.00
Non-Medical Case Management	\$105,771.00		\$105,771.00
Brief Contact Management	\$75,153.00		\$75,153.00
Maintenance Outreach Support Services April 1, 2021 – June 30, 2021	\$696.00	-\$467.00	\$229.00
Maintenance Outreach Support Services July 1, 2021 – March 31, 2022	\$0.00	+\$2,088.00	\$2,088.00
Case Management Supplies	\$6,923.00		\$6,923.00

B. Core Medical Services

Early Intervention Services (EIS)			
Health Insurance Premium and Cost Sharing Assistance (HIPCSEA)	\$16,970.00		\$16,970.00
Home and Community-Based Health Services			
Home Health Care			
Medical Nutrition Therapy			
Mental Health Services			
Oral Health Care			
Outpatient/Ambulatory Health Services (OAHS)			
Substance Abuse Outpatient Care			

C. Support Services

Child Care Services			
Emergency Financial Assistance	\$53,031.00		\$53,031.00
Food Bank/Home Delivered Meals	\$26,156.00		\$26,156.00
Health Education/Risk Reduction			
Housing	\$158,815.00		\$158,815.00
Linguistic Services	\$364.00		\$364.00
Medical Transportation	\$16,735.00		\$16,735.00
Other Professional Services			
Outreach Services			
Psychosocial Support Services			
Referral for Health Care and Support Services	\$34,935.00	+\$1,210.00	\$36,145.00
Substance Abuse Services (residential)			

D. Infrastructure Development

Quality Management activities			
Data Management activities			
Planning and Coordination			
Capacity Building			

	Supplies			
E. Benefit Coordination				
	Benefit Coordination	\$88,810.00		\$88,810.00
	Benefit Coordination Supplies	\$619.00		\$619.00
Sub Total		\$679,616.00	+\$2,831.00	\$682,447.00
Administration		\$67,962.00	+\$283.00	\$68,245.00
Total		\$747,578.00	+\$3,114.00	\$750,692.00

The amended contract amount on the face sheet shows an increase of \$3,114.00.

The new contract total is \$750,692.00.

All other conditions and terms of the contract remain in effect. The contractor specifies no additional changes have been made to the Special Conditions or General Conditions. The parties hereto have executed this contract amendment on the day and year last specified below.

For and on behalf of the Department:

For and on behalf of the Contractor:

By: _____

Caitlin S. Pedati MD, MPH, FAAP
Medical Director & State Epidemiologist

By: _____

Insert Date (required if not a digital signature): _____

PARTIAL ACQUISITION CONTRACT

COUNTY OF LINN
PROJECT NO. Bertram Road Bridge Replacement
PARCEL NO. #3 GPN: 153017600100000

Joseph Mischka and Susan Blocker
THIS AGREEMENT made and entered into this 22 day of March, 2021, between Brenda Lane of Linn County, Iowa (hereinafter OWNER) and County of Linn, State of Iowa, (hereinafter LINN COUNTY).

In consideration of the mutual promises herein, the OWNER hereby agrees to convey to LINN COUNTY a Warranty Deed for public road purposes to the real estate situated in Section 18, Township 84 North, Range 8 West, in Linn County, State of Iowa.

A parcel of land located within the SE 1/4 NE 1/4 Section 30, R. 83N., T. 06W., of the 5th P.M., Linn County, Iowa, being a portion of reality recorded in Book 5463 - Page 618, Linn County Recorder's Office, described as follows:

Commencing at a found 5/8" rebar marking the NW corner of Lot 17, Highview Acres, recorded in PBk 12 - Pg 127, Linn County Recorder's Office;
Thence N76° 50' 57" W - 169.08 feet along the S'ly ROW line of Berry Road SE to the Point of Beginning;
Thence S77° 40' 18" W - 46.19 feet to a point on said S'ly ROW line;
Thence N59° 28' 48" E - 28.78 feet along said S'ly ROW line;
Thence S76° 50' 57" E - 20.89 feet along said S'ly ROW line to the Point of Beginning.

Said parcel contains 208 sf or 0.005 acres.

The parties hereby agree that possession of the premises described is the essence of this contract and that LINN COUNTY may take immediate possession of the premises upon the execution of this contract for the purposes above set forth, and OWNER further agrees to convey to LINN COUNTY a Warranty Deed of the above described real estate. LINN COUNTY agrees to purchase, by Warranty Deed, the above described real estate and to pay OWNER thereon the consideration hereinafter to named upon delivery of said Warranty Deed. Should the roadway as finally located require none of the real estate described, this contract shall be null and void. OWNER agrees to pay all liens and assessments against premises including all taxes payable until surrender of possession.

This contract sets forth all agreements between the parties and by their execution hereof, the parties agree that no representations or guarantees have been made other than those set out fully herein. In consideration of the sum hereinafter named OWNER consents to the establishment, realignment or any change of grade of said roadway and waives any and all claims for damages arising therefrom.

OWNER WARRANTS that there are no tenants on the premises holding under lease except: N/A.

LINN COUNTY agrees that any drain tile which are located within the premises and are damaged by highway construction shall be repaired at no expense to the OWNER. LINN COUNTY shall have the right of entry upon OWNER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile.

OWNER states and warrants that there to his actual knowledge with no obligation to investigate, is no known well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein.

These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.

LAND	0.005 acres	\$500.00
DAMAGES	Road is moving closer to property line	\$400.00
FENCE		\$0

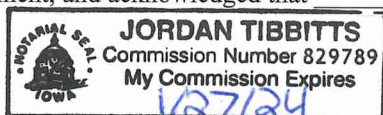
TOTAL CONSIDERATION TO BE PAID BY LINN COUNTY TO OWNER \$900.00

Joseph Mischka
Joseph Mischka

Susan Blocker
Susan Blocker

State of Iowa)
County of Linn)ss

On this 22 day of March A.D. 2021 before me Joseph Mischka & Susan Blocker, personally appeared _____, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ voluntary act and deed.



[Signature]
Notary Public in the state of Iowa

LINN COUNTY, IOWA

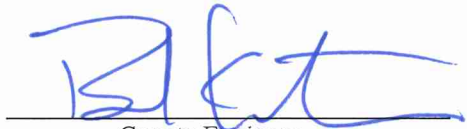
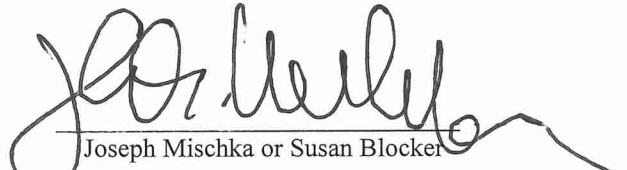
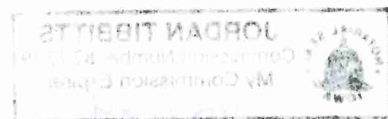
Chairperson

APPROVAL RECOMMENDED

[Signature]
County Engineer

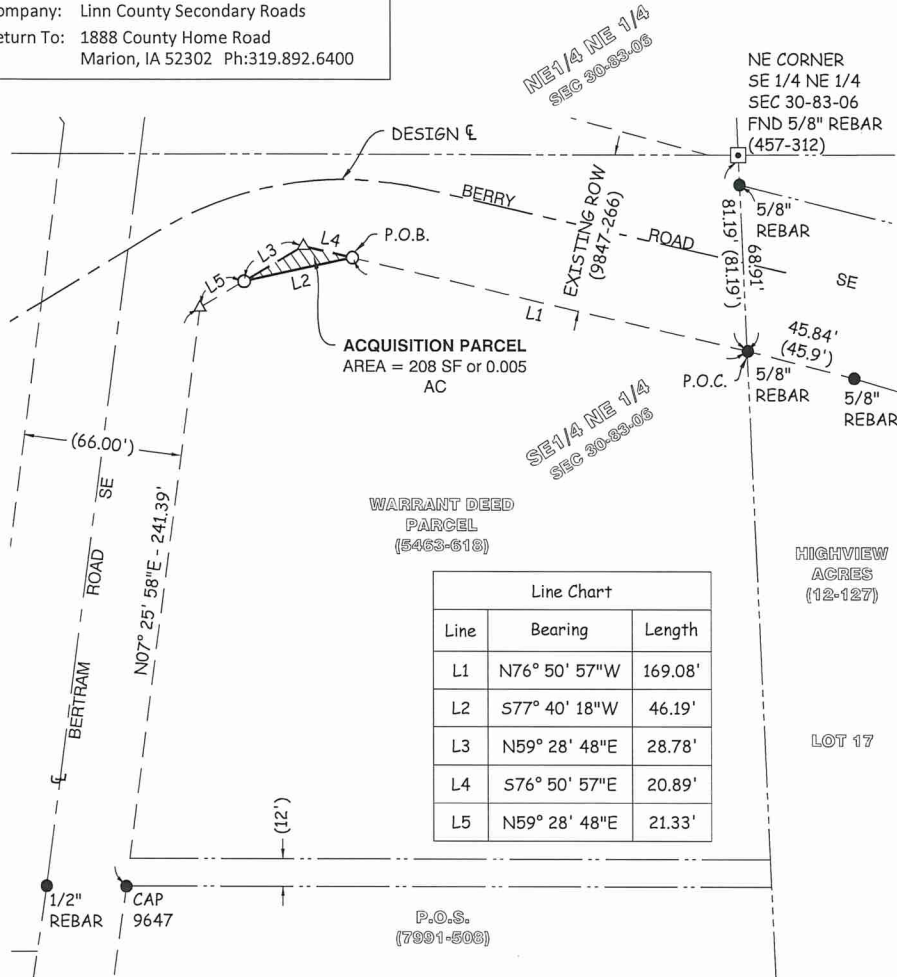
Agreed upon items as part of this contract:

1. The disturbed land adjacent to 5995 Berry Road SE shall be planted with native seed. Native seed will be planted outside of the road clear zone and within County right-of-way. This work will be completed by Linn County and at Linn County's cost.
2. Access to 5995 Berry Road SE will be maintained throughout the duration of the bridge project. Access may only be available to the east on Berry Road, but access will always be available.


County Engineer
Joseph Mischka or Susan Blocker

Location: SE NE Sec 30, T.83 N., R.06 W.
Requestor: Linn County, Iowa
Proprietor: Joseph E. Mischka and Susan A. Blocker
Surveyor: Curtis Logan, P.L.S., P.E.
Company: Linn County Secondary Roads
Return To: 1888 County Home Road
Marion, IA 52302 Ph:319.892.6400

FOR RECORDER'S USE ONLY



Said parcel contains 208 sf or 0.005 acres.

GRAPHIC SCALE

0 25 50

1" = 50'

- FOUND ALIQUOT SECTION CORNER (AS NOTED)
- FOUND SURVEY MARKER (AS NOTED)
- SET 5/8" REBAR W/YELLOW LINN CO. CAP, PLS #20473 (UNLESS NOTED) (TO BE SET AFTER CONSTRUCTION)
- △ EXISTING ROW POINT (NOT SET)

() RECORDED DIMENSION
or RECORDED BK-PG

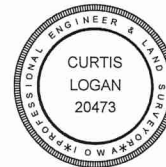
LINN COUNTY, IA PARCEL No. 3

ACQUIRED FROM: JOSEPH E. MISCHKA
and SUSAN A. BLOCKER
ACQUISITION PARCEL: 0.005 ACRES
TOTAL ROW AREA: 0.005 ACRES

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

PRELIMINARY

Curtis Logan
My license renewal date is December 31, 2022
Pages or sheets covered by this seal: Sheet 1 of 1



1. Section Corners and existing ROW control corners were surveyed in March 2020, using RTK GPS on SPC, NAD83, 2011 Adjustment Datum.

Secondary Road Department



ACQUISITION PLAT
PROJECT NO. BRIDGE 1053 REPLACEMENT
SE 1/4 NE 1/4 SECTION 30, T. 83 N., R. 06 W.
LINN COUNTY, IOWA

DRAWING: CUL
 PLAT DATE: 01-05-2021
 SURVEY DATE: MARCH 2020
 FIELDBOOK:
 SCALE: 1" = 50'
 SHEET 1 OF 1

PRE-EMPLOYMENT TRAINING AGREEMENT
LINN COUNTY DEPUTY SHERIFF

This Agreement is entered into by Linn County, Iowa, hereinafter referred to as the “employing agency” and **Fernando Catalan** hereinafter referred to as the “recruit”. In accordance with IAC 501-6.2(2) this is a written agreement being entered into contemporaneously with an offer of employment for the position of Linn County Deputy Sheriff. Recruit’s employment will require attendance and completion of the Iowa Law Enforcement Academy to obtain the minimum law enforcement certification training as governed by Iowa Code Chapter 80B and Iowa Code Chapter 384 at some time within the twelve months following employment. In consideration of the employing agency agreeing to provide for the cost of that training, the recruit agrees that, should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training, the recruit will make reimbursement for a prorated portion of the associated training costs. This Agreement is specifically intended to govern the conditions under which the employing agency can require the recruit to reimburse those associated training costs. These associated training cost included Iowa Law Enforcement Academy tuition, meals, books, certifications, employee wages, including all benefits and transportation. See itemized list in Exhibit “A” This Agreement is not, itself, a contract for employment and does not give rise to any property right or interest in the recruit.

1) Liquidated Damages. The employing agency has attached hereto and incorporated herein Exhibit “A” which itemizes the current costs to be paid by the employing agency upon the recruit attending and successfully completing the fifteen/sixteen-week certification training course provided by the Iowa Law Enforcement Academy. Taking into consideration the requirements of the Fair Labor Standards Act and other practical adjustments due to benefits, taxes or other items paid that are not easily pro-ratable or otherwise recoverable, the sum of **\$32,562.70** is hereby fixed and agreed to as liquidated damages that fairly represent the economic loss that the employing agency will incur by reason of the recruit resigning within forty-eight months following completion of the certification training.

2) Reimbursement. Reimbursement shall become the recruit’s obligation should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training. The amount due shall be determined by crediting 1/48th of the total liquidated damages amount agreed to above for each month of the recruit’s service with the employing agency following completion of the certification training. The recruit will then be required to reimburse the balance.

3) Term of Reimbursement. The Recruit agrees that resignation, for whatever reason, shall be prima facia evidence that they left employment with the Employing Agency voluntarily. Payment for the remaining balance of the employment contract shall be made within thirty days of acceptance of employment with a different law enforcement agency. The Recruit agrees that, the Employing Agency, in its sole discretion, may retain and deduct from my last payroll check, any amount due and payable to the Employing Agency, to the extent allowed by law, to offset against any training and other employment related expenses (per section 1 above and Exhibit “A” attached) that the recruit will be obligated to reimburse to the Employing Agency.

4) Decertification. Failing to make reimbursement in accordance with this Agreement may, in addition to any other remedy available to the employing agency under this Agreement, result in decertification of the recruit as an Iowa law enforcement officer pursuant to Iowa Code Section 80B.11(7) and IAC 501-6.2(2). The Recruit does hereby expressly acknowledge and understand that the reimbursement obligations set forth herein are mandatory. The Recruit also expressly acknowledges that if it becomes necessary to enforce this Agreement and judgment is entered against the Recruit, the Recruit will pay all costs and expenses incurred by the Employing Agency including attorney fees.

5) Bona-Fide Employment. This Agreement is for the purpose of bona-fide employment of the recruit by the employing agency and is not for the purpose of achieving certification of the recruit by way of "sponsorship" through the academy.

6) Available Remedies. This Agreement shall not be deemed exclusive and shall not limit the employing agency from any other remedy available to it.

7) Severability. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

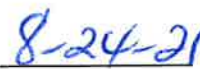
8) Entire Agreement/Amendments. This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended only upon written agreement of the parties.

9) Effective Date. This document may be executed in counterparts and shall be deemed effective, subject to all signatures being obtained, upon recruit's employment date which shall be the:

17th day of May, 2021.



Linn County Human Resource Director



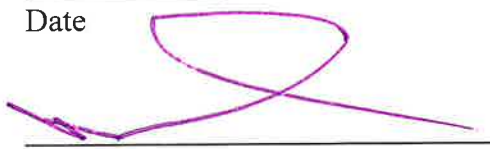
Date

Chair, Linn County Board of Supervisors

Date



Employee



Witness to Employee's signature

Date 05/17/21

Date 5-17-21

Exhibit "A"

The following is an itemized list of expenses acquired to send a Deputy to 15+ weeks of certified law enforcement training at the Iowa Law Enforcement Academy, Johnston, Iowa:

		Single Empl.	Married Empl.
1	Tuition	\$6,240.00	\$6,240.00
	Consolidated Foods (15+ wks)	\$1,287.41	\$1,287.41
	Defensive Tactics Uniforms	\$225.00	\$225.00
	Taser Certification	\$225.00	\$225.00
	Total	\$7,977.41	\$7,977.41
11	Deputy's wages and benefits for one year:		
	Starting base wage	\$58,380.00	\$58,380.00
	Jail Premium pay	\$520.00	\$520.00
	Cleaning allowance	\$150.00	\$150.00
	Blue Cross & Blue Shield	\$8,652.00	\$18,996.00
	Delta Dental Insurance	\$660.00	\$759.00
	Long term Disability Insurance	\$208.00	\$208.00
	Life Insurance (\$15,000.00) policy	\$43.00	\$43.00
	Iowa Public Employee Retirement System	\$5,454.14	\$5,454.14
	Social Security/Medicare	<u>\$4,505.85</u>	<u>\$4,505.85</u>
	For one year:		
	Total	\$78,572.99	\$89,015.99
	15 Week Academy		
	Total	\$22,665.29	\$25,677.69
111	Transportation to and from Johnston, Iowa (ILEA) 240 miles (round trip) (X) 16 trips = 3,840 miles. 3840 miles (X) .50 cents/ mile =	\$1,920.00	\$1,920.00
1V	TOTALS:		
	Academy Costs:	\$7,977.41	\$7,977.41
	Wage and Benefits for one quarter	\$22,665.29	\$25,677.69
	Transportation costs:	\$1,920.00	\$1,920.00
	GRAND TOTAL	\$32,562.70	\$35,575.10

PRE-EMPLOYMENT TRAINING AGREEMENT
LINN COUNTY DEPUTY SHERIFF

This Agreement is entered into by Linn County, Iowa, hereinafter referred to as the "employing agency" and Laurisa Lynne Filmer hereinafter referred to as the "recruit". In accordance with IAC 501-6.2(2) this is a written agreement being entered into contemporaneously with an offer of employment for the position of Linn County Deputy Sheriff. Recruit's employment will require attendance and completion of the Iowa Law Enforcement Academy to obtain the minimum law enforcement certification training as governed by Iowa Code Chapter 80B and Iowa Code Chapter 384 at some time within the twelve months following employment. In consideration of the employing agency agreeing to provide for the cost of that training, the recruit agrees that, should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training, the recruit will make reimbursement for a prorated portion of the associated training costs. This Agreement is specifically intended to govern the conditions under which the employing agency can require the recruit to reimburse those associated training costs. These associated training cost included Iowa Law Enforcement Academy tuition, meals, books, certifications, employee wages, including all benefits and transportation. See itemized list in Exhibit "A" This Agreement is not, itself, a contract for employment and does not give rise to any property right or interest in the recruit.

1) Liquidated Damages. The employing agency has attached hereto and incorporated herein Exhibit "A" which itemizes the current costs to be paid by the employing agency upon the recruit attending and successfully completing the fifteen/sixteen-week certification training course provided by the Iowa Law Enforcement Academy. Taking into consideration the requirements of the Fair Labor Standards Act and other practical adjustments due to benefits, taxes or other items paid that are not easily pro-ratable or otherwise recoverable, the sum of \$32,562.70 is hereby fixed and agreed to as liquidated damages that fairly represent the economic loss that the employing agency will incur by reason of the recruit resigning within forty-eight months following completion of the certification training.

2) Reimbursement. Reimbursement shall become the recruit's obligation should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training. The amount due shall be determined by crediting 1/48th of the total liquidated damages amount agreed to above for each month of the recruit's service with the employing agency following completion of the certification training. The recruit will then be required to reimburse the balance.

3) Term of Reimbursement. The Recruit agrees that resignation, for whatever reason, shall be prima facia evidence that they left employment with the Employing Agency voluntarily. Payment for the remaining balance of the employment contract shall be made within thirty days of acceptance of employment with a different law enforcement agency. The Recruit agrees that, the Employing Agency, in its sole discretion, may retain and deduct from my last payroll check, any amount due and payable to the Employing Agency, to the extent allowed by law, to offset against any training and other employment related expenses (per section 1 above and Exhibit "A" attached) that the recruit will be obligated to reimburse to the Employing Agency.

4) Decertification. Failing to make reimbursement in accordance with this Agreement may, in addition to any other remedy available to the employing agency under this Agreement, result in decertification of the recruit as an Iowa law enforcement officer pursuant to Iowa Code Section 80B.11(7) and IAC 501-6.2(2). The Recruit does hereby expressly acknowledge and understand that the reimbursement obligations set forth herein are mandatory. The Recruit also expressly acknowledges that if it becomes necessary to enforce this Agreement and judgment is entered against the Recruit, the Recruit will pay all costs and expenses incurred by the Employing Agency including attorney fees.

5) Bona-Fide Employment. This Agreement is for the purpose of bona-fide employment of the recruit by the employing agency and is not for the purpose of achieving certification of the recruit by way of "sponsorship" through the academy.

6) Available Remedies. This Agreement shall not be deemed exclusive and shall not limit the employing agency from any other remedy available to it.

7) Severability. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8) Entire Agreement/Amendments. This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended only upon written agreement of the parties.

9) Effective Date. This document may be executed in counterparts and shall be deemed effective, subject to all signatures being obtained, upon recruit's employment date which shall be the: 2nd day of November, 2020.

Lisa D. Powell
Linn County Human Resource Director

8-24-21
Date

Chair, Linn County Board of Supervisors

Date

James D. H.
Employee

James D. H.
Witness to Employee's signature

Date 11/2/2020

Date 11/2/2020

PRE-EMPLOYMENT TRAINING AGREEMENT
LINN COUNTY DEPUTY SHERIFF

This Agreement is entered into by Linn County, Iowa, hereinafter referred to as the “employing agency” and **Warren Fuller** hereinafter referred to as the “recruit”. In accordance with IAC 501-6.2(2) this is a written agreement being entered into contemporaneously with an offer of employment for the position of Linn County Deputy Sheriff. Recruit’s employment will require attendance and completion of the Iowa Law Enforcement Academy to obtain the minimum law enforcement certification training as governed by Iowa Code Chapter 80B and Iowa Code Chapter 384 at some time within the twelve months following employment. In consideration of the employing agency agreeing to provide for the cost of that training, the recruit agrees that, should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training, the recruit will make reimbursement for a prorated portion of the associated training costs. This Agreement is specifically intended to govern the conditions under which the employing agency can require the recruit to reimburse those associated training costs. These associated training cost included Iowa Law Enforcement Academy tuition, meals, books, certifications, employee wages, including all benefits and transportation. See itemized list in Exhibit “A” This Agreement is not, itself, a contract for employment and does not give rise to any property right or interest in the recruit.

1) Liquidated Damages. The employing agency has attached hereto and incorporated herein Exhibit “A” which itemizes the current costs to be paid by the employing agency upon the recruit attending and successfully completing the fifteen/sixteen-week certification training course provided by the Iowa Law Enforcement Academy. Taking into consideration the requirements of the Fair Labor Standards Act and other practical adjustments due to benefits, taxes or other items paid that are not easily pro-ratable or otherwise recoverable, the sum of **\$32,562.70** is hereby fixed and agreed to as liquidated damages that fairly represent the economic loss that the employing agency will incur by reason of the recruit resigning within forty-eight months following completion of the certification training.

2) Reimbursement. Reimbursement shall become the recruit’s obligation should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training. The amount due shall be determined by crediting 1/48th of the total liquidated damages amount agreed to above for each month of the recruit’s service with the employing agency following completion of the certification training. The recruit will then be required to reimburse the balance.

3) Term of Reimbursement. The Recruit agrees that resignation, for whatever reason, shall be prima facia evidence that they left employment with the Employing Agency voluntarily. Payment for the remaining balance of the employment contract shall be made within thirty days of acceptance of employment with a different law enforcement agency. The Recruit agrees that, the Employing Agency, in its sole discretion, may retain and deduct from my last payroll check, any amount due and payable to the Employing Agency, to the extent allowed by law, to offset against any training and other employment related expenses (per section 1 above and Exhibit “A” attached) that the recruit will be obligated to reimburse to the Employing Agency.

4) Decertification. Failing to make reimbursement in accordance with this Agreement may, in addition to any other remedy available to the employing agency under this Agreement, result in decertification of the recruit as an Iowa law enforcement officer pursuant to Iowa Code Section 80B.11(7) and IAC 501-6.2(2). The Recruit does hereby expressly acknowledge and understand that the reimbursement obligations set forth herein are mandatory. The Recruit also expressly acknowledges that if it becomes necessary to enforce this Agreement and judgment is entered against the Recruit, the Recruit will pay all costs and expenses incurred by the Employing Agency including attorney fees.

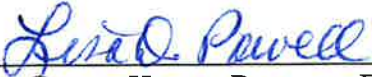
5) Bona-Fide Employment. This Agreement is for the purpose of bona-fide employment of the recruit by the employing agency and is not for the purpose of achieving certification of the recruit by way of "sponsorship" through the academy.

6) Available Remedies. This Agreement shall not be deemed exclusive and shall not limit the employing agency from any other remedy available to it.

7) Severability. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8) Entire Agreement/Amendments. This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended only upon written agreement of the parties.

9) Effective Date. This document may be executed in counterparts and shall be deemed effective, subject to all signatures being obtained, upon recruit's employment date which shall be the: 23 day of November, 2020.



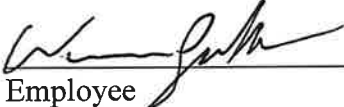
Linn County Human Resource Director

8-24-21

Date

Chair, Linn County Board of Supervisors

Date



Employee

 57-11

Witness to Employee's signature

Date 11/23/2020

Date 11-23-20

PRE-EMPLOYMENT TRAINING AGREEMENT
LINN COUNTY DEPUTY SHERIFF

This Agreement is entered into by Linn County, Iowa, hereinafter referred to as the “employing agency” and **Loren Lorang** hereinafter referred to as the “recruit”. In accordance with IAC 501-6.2(2) this is a written agreement being entered into contemporaneously with an offer of employment for the position of Linn County Deputy Sheriff. Recruit’s employment will require attendance and completion of the Iowa Law Enforcement Academy to obtain the minimum law enforcement certification training as governed by Iowa Code Chapter 80B and Iowa Code Chapter 384 at some time within the twelve months following employment. In consideration of the employing agency agreeing to provide for the cost of that training, the recruit agrees that, should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training, the recruit will make reimbursement for a prorated portion of the associated training costs. This Agreement is specifically intended to govern the conditions under which the employing agency can require the recruit to reimburse those associated training costs. These associated training cost included Iowa Law Enforcement Academy tuition, meals, books, certifications, employee wages, including all benefits and transportation. See itemized list in Exhibit “A” This Agreement is not, itself, a contract for employment and does not give rise to any property right or interest in the recruit.

1) Liquidated Damages. The employing agency has attached hereto and incorporated herein Exhibit “A” which itemizes the current costs to be paid by the employing agency upon the recruit attending and successfully completing the fifteen/sixteen-week certification training course provided by the Iowa Law Enforcement Academy. Taking into consideration the requirements of the Fair Labor Standards Act and other practical adjustments due to benefits, taxes or other items paid that are not easily pro-ratable or otherwise recoverable, the sum of **\$32,562.70** is hereby fixed and agreed to as liquidated damages that fairly represent the economic loss that the employing agency will incur by reason of the recruit resigning within forty-eight months following completion of the certification training.

2) Reimbursement. Reimbursement shall become the recruit’s obligation should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training. The amount due shall be determined by crediting 1/48th of the total liquidated damages amount agreed to above for each month of the recruit’s service with the employing agency following completion of the certification training. The recruit will then be required to reimburse the balance.

3) Term of Reimbursement. The Recruit agrees that resignation, for whatever reason, shall be prima facia evidence that they left employment with the Employing Agency voluntarily. Payment for the remaining balance of the employment contract shall be made within thirty days of acceptance of employment with a different law enforcement agency. The Recruit agrees that, the Employing Agency, in its sole discretion, may retain and deduct from my last payroll check, any amount due and payable to the Employing Agency, to the extent allowed by law, to offset against any training and other employment related expenses (per section 1 above and Exhibit “A” attached) that the recruit will be obligated to reimburse to the Employing Agency.

4) Decertification. Failing to make reimbursement in accordance with this Agreement may, in addition to any other remedy available to the employing agency under this Agreement, result in decertification of the recruit as an Iowa law enforcement officer pursuant to Iowa Code Section 80B.11(7) and IAC 501-6.2(2). The Recruit does hereby expressly acknowledge and understand that the reimbursement obligations set forth herein are mandatory. The Recruit also expressly acknowledges that if it becomes necessary to enforce this Agreement and judgment is entered against the Recruit, the Recruit will pay all costs and expenses incurred by the Employing Agency including attorney fees.

5) Bona-Fide Employment. This Agreement is for the purpose of bona-fide employment of the recruit by the employing agency and is not for the purpose of achieving certification of the recruit by way of "sponsorship" through the academy.

6) Available Remedies. This Agreement shall not be deemed exclusive and shall not limit the employing agency from any other remedy available to it.

7) Severability. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8) Entire Agreement/Amendments. This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended only upon written agreement of the parties.

9) Effective Date. This document may be executed in counterparts and shall be deemed effective, subject to all signatures being obtained, upon recruit's employment date which shall be the: 16 day of November, 2020.



Linn County Human Resource Director

8-24-21

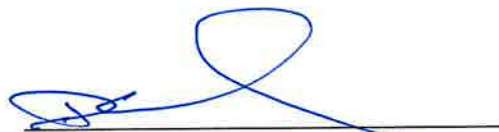
Date

Chair, Linn County Board of Supervisors

Date



Employee



Witness to Employee's signature

Date 11/16/2020

Date 11-16-2020

Exhibit "A"

The following is an itemized list of expenses acquired to send a Deputy to 15+ weeks of certified law enforcement training at the Iowa Law Enforcement Academy, Johnston, Iowa:

		Single Empl.	Married Empl.
1	Tuition	\$6,240.00	\$6,240.00
	Consolidated Foods (15+ wks)	\$1,287.41	\$1,287.41
	Defensive Tactics Uniforms	\$225.00	\$225.00
	Taser Certification	\$225.00	\$225.00
	Total	\$7,977.41	\$7,977.41
11	Deputy's wages and benefits for one year:		
	Starting base wage	\$58,380.00	\$58,380.00
	Jail Premium pay	\$520.00	\$520.00
	Cleaning allowance	\$150.00	\$150.00
	Blue Cross & Blue Shield	\$8,652.00	\$18,996.00
	Delta Dental Insurance	\$660.00	\$759.00
	Long term Disability Insurance	\$208.00	\$208.00
	Life Insurance (\$15,000.00) policy	\$43.00	\$43.00
	Iowa Public Employee Retirement System	\$5,454.14	\$5,454.14
	Social Security/Medicare	\$4,505.85	\$4,505.85
	For one year:		
	Total	\$78,572.99	\$89,015.99
	15 Week Academy		
	Total	\$22,665.29	\$25,677.69
111	Transportation to and from Johnston, Iowa (ILEA) 240 miles (round trip) (X) 16 trips = 3,840 miles. 3840 miles (X) .50 cents/ mile =	\$1,920.00	\$1,920.00
1V	TOTALS:		
	Academy Costs:	\$7,977.41	\$7,977.41
	Wage and Benefits for one quarter	\$22,665.29	\$25,677.69
	Transportation costs:	\$1,920.00	\$1,920.00
	GRAND TOTAL	\$32,562.70	\$35,575.10

PRE-EMPLOYMENT TRAINING AGREEMENT
LINN COUNTY DEPUTY SHERIFF

This Agreement is entered into by Linn County, Iowa, hereinafter referred to as the “employing agency” and Milo Dylan Miles hereinafter referred to as the “recruit”. In accordance with IAC 501-6.2(2) this is a written agreement being entered into contemporaneously with an offer of employment for the position of Linn County Deputy Sheriff. Recruit’s employment will require attendance and completion of the Iowa Law Enforcement Academy to obtain the minimum law enforcement certification training as governed by Iowa Code Chapter 80B and Iowa Code Chapter 384 at some time within the twelve months following employment. In consideration of the employing agency agreeing to provide for the cost of that training, the recruit agrees that, should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training, the recruit will make reimbursement for a prorated portion of the associated training costs. This Agreement is specifically intended to govern the conditions under which the employing agency can require the recruit to reimburse those associated training costs. These associated training cost included Iowa Law Enforcement Academy tuition, meals, books, certifications, employee wages, including all benefits and transportation. See itemized list in Exhibit “A” This Agreement is not, itself, a contract for employment and does not give rise to any property right or interest in the recruit.

1) Liquidated Damages. The employing agency has attached hereto and incorporated herein Exhibit “A” which itemizes the current costs to be paid by the employing agency upon the recruit attending and successfully completing the fifteen/sixteen-week certification training course provided by the Iowa Law Enforcement Academy. Taking into consideration the requirements of the Fair Labor Standards Act and other practical adjustments due to benefits, taxes or other items paid that are not easily pro-ratable or otherwise recoverable, the sum of \$35,575.10 is hereby fixed and agreed to as liquidated damages that fairly represent the economic loss that the employing agency will incur by reason of the recruit resigning within forty-eight months following completion of the certification training.

2) Reimbursement. Reimbursement shall become the recruit’s obligation should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training. The amount due shall be determined by crediting 1/48th of the total liquidated damages amount agreed to above for each month of the recruit’s service with the employing agency following completion of the certification training. The recruit will then be required to reimburse the balance.

3) Term of Reimbursement. The Recruit agrees that resignation, for whatever reason, shall be prima facia evidence that they left employment with the Employing Agency voluntarily. Payment for the remaining balance of the employment contract shall be made within thirty days of acceptance of employment with a different law enforcement agency. The Recruit agrees that, the Employing Agency, in its sole discretion, may retain and deduct from my last payroll check, any amount due and payable to the Employing Agency, to the extent allowed by law, to offset against any training and other employment related expenses (per section 1 above and Exhibit “A” attached) that the recruit will be obligated to reimburse to the Employing Agency.

4) Decertification. Failing to make reimbursement in accordance with this Agreement may, in addition to any other remedy available to the employing agency under this Agreement, result in decertification of the recruit as an Iowa law enforcement officer pursuant to Iowa Code Section 80B.11(7) and IAC 501-6.2(2). The Recruit does hereby expressly acknowledge and understand that the reimbursement obligations set forth herein are mandatory. The Recruit also expressly acknowledges that if it becomes necessary to enforce this Agreement and judgment is entered against the Recruit, the Recruit will pay all costs and expenses incurred by the Employing Agency including attorney fees.

5) Bona-Fide Employment. This Agreement is for the purpose of bona-fide employment of the recruit by the employing agency and is not for the purpose of achieving certification of the recruit by way of "sponsorship" through the academy.

6) Available Remedies. This Agreement shall not be deemed exclusive and shall not limit the employing agency from any other remedy available to it.

7) Severability. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8) Entire Agreement/Amendments. This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended only upon written agreement of the parties.

9) Effective Date. This document may be executed in counterparts and shall be deemed effective, subject to all signatures being obtained, upon recruit's employment date which shall be the: 2nd day of November, 2020.

Lina D. Powell
Linn County Human Resource Director

8-24-21
Date

Chair, Linn County Board of Supervisors

Date

[Signature]
Employee

[Signature]
Witness to Employee's signature

Date 11/2/20

Date 11/2/20

PRE-EMPLOYMENT TRAINING AGREEMENT
LINN COUNTY DEPUTY SHERIFF

This Agreement is entered into by Linn County, Iowa, hereinafter referred to as the “employing agency” and **Derek Pritchard** hereinafter referred to as the “recruit”. In accordance with IAC 501-6.2(2) this is a written agreement being entered into contemporaneously with an offer of employment for the position of Linn County Deputy Sheriff. Recruit’s employment will require attendance and completion of the Iowa Law Enforcement Academy to obtain the minimum law enforcement certification training as governed by Iowa Code Chapter 80B and Iowa Code Chapter 384 at some time within the twelve months following employment. In consideration of the employing agency agreeing to provide for the cost of that training, the recruit agrees that, should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training, the recruit will make reimbursement for a prorated portion of the associated training costs. This Agreement is specifically intended to govern the conditions under which the employing agency can require the recruit to reimburse those associated training costs. These associated training cost included Iowa Law Enforcement Academy tuition, meals, books, certifications, employee wages, including all benefits and transportation. See itemized list in Exhibit “A” This Agreement is not, itself, a contract for employment and does not give rise to any property right or interest in the recruit.

1) Liquidated Damages. The employing agency has attached hereto and incorporated herein Exhibit “A” which itemizes the current costs to be paid by the employing agency upon the recruit attending and successfully completing the fifteen/sixteen-week certification training course provided by the Iowa Law Enforcement Academy. Taking into consideration the requirements of the Fair Labor Standards Act and other practical adjustments due to benefits, taxes or other items paid that are not easily pro-ratable or otherwise recoverable, the sum of **\$35,575.10** is hereby fixed and agreed to as liquidated damages that fairly represent the economic loss that the employing agency will incur by reason of the recruit resigning within forty-eight months following completion of the certification training.

2) Reimbursement. Reimbursement shall become the recruit’s obligation should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training. The amount due shall be determined by crediting 1/48th of the total liquidated damages amount agreed to above for each month of the recruit’s service with the employing agency following completion of the certification training. The recruit will then be required to reimburse the balance.

3) Term of Reimbursement. The Recruit agrees that resignation, for whatever reason, shall be prima facia evidence that they left employment with the Employing Agency voluntarily. Payment for the remaining balance of the employment contract shall be made within thirty days of acceptance of employment with a different law enforcement agency. The Recruit agrees that, the Employing Agency, in its sole discretion, may retain and deduct from my last payroll check, any amount due and payable to the Employing Agency, to the extent allowed by law, to offset against any training and other employment related expenses (per section 1 above and Exhibit “A” attached) that the recruit will be obligated to reimburse to the Employing Agency.

4) Decertification. Failing to make reimbursement in accordance with this Agreement may, in addition to any other remedy available to the employing agency under this Agreement, result in decertification of the recruit as an Iowa law enforcement officer pursuant to Iowa Code Section 80B.11(7) and IAC 501-6.2(2). The Recruit does hereby expressly acknowledge and understand that the reimbursement obligations set forth herein are mandatory. The Recruit also expressly acknowledges that if it becomes necessary to enforce this Agreement and judgment is entered against the Recruit, the Recruit will pay all costs and expenses incurred by the Employing Agency including attorney fees.

5) Bona-Fide Employment. This Agreement is for the purpose of bona-fide employment of the recruit by the employing agency and is not for the purpose of achieving certification of the recruit by way of "sponsorship" through the academy.

6) Available Remedies. This Agreement shall not be deemed exclusive and shall not limit the employing agency from any other remedy available to it.

7) Severability. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8) Entire Agreement/Amendments. This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended only upon written agreement of the parties.

9) Effective Date. This document may be executed in counterparts and shall be deemed effective, subject to all signatures being obtained, upon recruit's employment date which shall be the: 23 day of November, 2020.

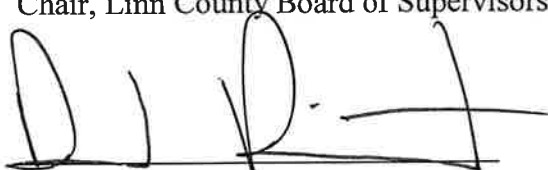


Linn County Human Resource Director



Date

Chair, Linn County Board of Supervisors



Employee

Date

 37-11

Witness to Employee's signature

Date 11/23/2020

Date 11-23-20

PRE-EMPLOYMENT TRAINING AGREEMENT
LINN COUNTY DEPUTY SHERIFF

This Agreement is entered into by Linn County, Iowa, hereinafter referred to as the “employing agency” and Brody Rawson hereinafter referred to as the “recruit”. In accordance with IAC 501-6.2(2) this is a written agreement being entered into contemporaneously with an offer of employment for the position of Linn County Deputy Sheriff. Recruit’s employment will require attendance and completion of the Iowa Law Enforcement Academy to obtain the minimum law enforcement certification training as governed by Iowa Code Chapter 80B and Iowa Code Chapter 384 at some time within the twelve months following employment. In consideration of the employing agency agreeing to provide for the cost of that training, the recruit agrees that, should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training, the recruit will make reimbursement for a prorated portion of the associated training costs. This Agreement is specifically intended to govern the conditions under which the employing agency can require the recruit to reimburse those associated training costs. These associated training cost included Iowa Law Enforcement Academy tuition, meals, books, certifications, employee wages, including all benefits and transportation. See itemized list in Exhibit “A” This Agreement is not, itself, a contract for employment and does not give rise to any property right or interest in the recruit.

1) Liquidated Damages. The employing agency has attached hereto and incorporated herein Exhibit “A” which itemizes the current costs to be paid by the employing agency upon the recruit attending and successfully completing the fifteen/sixteen-week certification training course provided by the Iowa Law Enforcement Academy. Taking into consideration the requirements of the Fair Labor Standards Act and other practical adjustments due to benefits, taxes or other items paid that are not easily pro-ratable or otherwise recoverable, the sum of \$32,562.70 is hereby fixed and agreed to as liquidated damages that fairly represent the economic loss that the employing agency will incur by reason of the recruit resigning within forty-eight months following completion of the certification training.

2) Reimbursement. Reimbursement shall become the recruit’s obligation should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training. The amount due shall be determined by crediting 1/48th of the total liquidated damages amount agreed to above for each month of the recruit’s service with the employing agency following completion of the certification training. The recruit will then be required to reimburse the balance.

3) Term of Reimbursement. The Recruit agrees that resignation, for whatever reason, shall be prima facia evidence that they left employment with the Employing Agency voluntarily. Payment for the remaining balance of the employment contract shall be made within thirty days of acceptance of employment with a different law enforcement agency. The Recruit agrees that, the Employing Agency, in its sole discretion, may retain and deduct from my last payroll check, any amount due and payable to the Employing Agency, to the extent allowed by law, to offset against any training and other employment related expenses (per section 1 above and Exhibit “A” attached) that the recruit will be obligated to reimburse to the Employing Agency.

4) Decertification. Failing to make reimbursement in accordance with this Agreement may, in addition to any other remedy available to the employing agency under this Agreement, result in decertification of the recruit as an Iowa law enforcement officer pursuant to Iowa Code Section 80B.11(7) and IAC 501-6.2(2). The Recruit does hereby expressly acknowledge and understand that the reimbursement obligations set forth herein are mandatory. The Recruit also expressly acknowledges that if it becomes necessary to enforce this Agreement and judgment is entered against the Recruit, the Recruit will pay all costs and expenses incurred by the Employing Agency including attorney fees.

5) Bona-Fide Employment. This Agreement is for the purpose of bona-fide employment of the recruit by the employing agency and is not for the purpose of achieving certification of the recruit by way of "sponsorship" through the academy.

6) Available Remedies. This Agreement shall not be deemed exclusive and shall not limit the employing agency from any other remedy available to it.

7) Severability. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8) Entire Agreement/Amendments. This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended only upon written agreement of the parties.

9) Effective Date. This document may be executed in counterparts and shall be deemed effective, subject to all signatures being obtained, upon recruit's employment date which shall be the: 28th day of June, 2021.



Linn County Human Resource Director

8-24-21

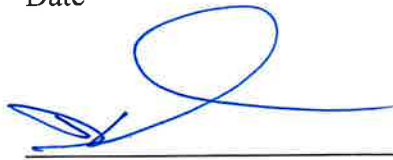
Date

Chair, Linn County Board of Supervisors

Date



Employee



Witness to Employee's signature

Date 06/28/2021

Date 6-28-21

Exhibit "A"

The following is an itemized list of expenses acquired to send a Deputy to 15+ weeks of certified law enforcement training at the Iowa Law Enforcement Academy, Johnston, Iowa:

		Single Empl.	Married Empl.
1	Tuition	\$6,240.00	\$6,240.00
	Consolidated Foods (15+ wks)	\$1,287.41	\$1,287.41
	Defensive Tactics Uniforms	\$225.00	\$225.00
	Taser Certification	\$225.00	\$225.00
	Total	\$7,977.41	\$7,977.41
11	Deputy's wages and benefits for one year:		
	Starting base wage	\$58,380.00	\$58,380.00
	Jail Premium pay	\$520.00	\$520.00
	Cleaning allowance	\$150.00	\$150.00
	Blue Cross & Blue Shield	\$8,652.00	\$18,996.00
	Delta Dental Insurance	\$660.00	\$759.00
	Long term Disability Insurance	\$208.00	\$208.00
	Life Insurance (\$15,000.00) policy	\$43.00	\$43.00
	Iowa Public Employee Retirement System	\$5,454.14	\$5,454.14
	Social Security/Medicare	<u>\$4,505.85</u>	<u>\$4,505.85</u>
	For one year:		
	Total	\$78,572.99	\$89,015.99
	15 Week Academy		
	Total	\$22,665.29	\$25,677.69
111	Transportation to and from Johnston, Iowa (ILEA)		
	240 miles (round trip) (X) 16 trips = 3,840 miles.		
	3840 miles (X) .50 cents/ mile =	\$1,920.00	\$1,920.00
1V	TOTALS:		
	Academy Costs:	\$7,977.41	\$7,977.41
	Wage and Benefits for one quarter	\$22,665.29	\$25,677.69
	Transportation costs:	\$1,920.00	\$1,920.00
	GRAND TOTAL	\$32,562.70	\$35,575.10

PRE-EMPLOYMENT TRAINING AGREEMENT
LINN COUNTY DEPUTY SHERIFF

This Agreement is entered into by Linn County, Iowa, hereinafter referred to as the “employing agency” and Kimberly Schmitz hereinafter referred to as the “recruit”. In accordance with IAC 501-6.2(2) this is a written agreement being entered into contemporaneously with an offer of employment for the position of Linn County Deputy Sheriff. Recruit’s employment will require attendance and completion of the Iowa Law Enforcement Academy to obtain the minimum law enforcement certification training as governed by Iowa Code Chapter 80B and Iowa Code Chapter 384 at some time within the twelve months following employment. In consideration of the employing agency agreeing to provide for the cost of that training, the recruit agrees that, should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training, the recruit will make reimbursement for a prorated portion of the associated training costs. This Agreement is specifically intended to govern the conditions under which the employing agency can require the recruit to reimburse those associated training costs. These associated training cost included Iowa Law Enforcement Academy tuition, meals, books, certifications, employee wages, including all benefits and transportation. See itemized list in Exhibit “A” This Agreement is not, itself, a contract for employment and does not give rise to any property right or interest in the recruit.

1) Liquidated Damages. The employing agency has attached hereto and incorporated herein Exhibit “A” which itemizes the current costs to be paid by the employing agency upon the recruit attending and successfully completing the fifteen/sixteen-week certification training course provided by the Iowa Law Enforcement Academy. Taking into consideration the requirements of the Fair Labor Standards Act and other practical adjustments due to benefits, taxes or other items paid that are not easily pro-ratable or otherwise recoverable, the sum of \$34,750.99 is hereby fixed and agreed to as liquidated damages that fairly represent the economic loss that the employing agency will incur by reason of the recruit resigning within forty-eight months following completion of the certification training.

2) Reimbursement. Reimbursement shall become the recruit’s obligation should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training. The amount due shall be determined by crediting 1/48th of the total liquidated damages amount agreed to above for each month of the recruit’s service with the employing agency following completion of the certification training. The recruit will then be required to reimburse the balance.

3) Term of Reimbursement. The Recruit agrees that resignation, for whatever reason, shall be prima facia evidence that they left employment with the Employing Agency voluntarily. Payment for the remaining balance of the employment contract shall be made within thirty days of acceptance of employment with a different law enforcement agency. The Recruit agrees that, the Employing Agency, in its sole discretion, may retain and deduct from my last payroll check, any amount due and payable to the Employing Agency, to the extent allowed by law, to offset against any training and other employment related expenses (per section 1 above and Exhibit “A” attached) that the recruit will be obligated to reimburse to the Employing Agency.

4) Decertification. Failing to make reimbursement in accordance with this Agreement may, in addition to any other remedy available to the employing agency under this Agreement, result in decertification of the recruit as an Iowa law enforcement officer pursuant to Iowa Code Section 80B.11(7) and IAC 501-6.2(2). The Recruit does hereby expressly acknowledge and understand that the reimbursement obligations set forth herein are mandatory. The Recruit also expressly acknowledges that if it becomes necessary to enforce this Agreement and judgment is entered against the Recruit, the Recruit will pay all costs and expenses incurred by the Employing Agency including attorney fees.

5) Bona-Fide Employment. This Agreement is for the purpose of bona-fide employment of the recruit by the employing agency and is not for the purpose of achieving certification of the recruit by way of "sponsorship" through the academy.

6) Available Remedies. This Agreement shall not be deemed exclusive and shall not limit the employing agency from any other remedy available to it.

7) Severability. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8) Entire Agreement/Amendments. This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended only upon written agreement of the parties.

9) Effective Date. This document may be executed in counterparts and shall be deemed effective, subject to all signatures being obtained, upon recruit's employment date which shall be the: 5th day of October, 2020.



Linn County Human Resource Director



Date

Chair, Linn County Board of Supervisors

Date



Employee



Witness to Employee's signature

Date 

Date 

Exhibit "A"

The following is an itemized list of expenses acquired to send a Deputy to 15+ weeks of certified law enforcement training at the Iowa Law Enforcement Academy, Johnston, Iowa:

		Single Empl.	Married Empl.
1	Tuition	\$6,240.00	\$6,240.00
	Consolidated Foods (15+ wks)	\$1,287.41	\$1,287.41
	Defensive Tactics Uniforms	\$225.00	\$225.00
	Taser Certification	\$225.00	\$225.00
	Total	\$7,977.41	\$7,977.41
11	Deputy's wages and benefits for one year:		
	Starting base wage	\$56,680.00	\$56,680.00
	Jail Premium pay	\$520.00	\$520.00
	Cleaning allowance	\$150.00	\$150.00
	Blue Cross & Blue Shield	\$8,268.00	\$18,072.00
	Delta Dental Insurance	\$624.00	\$720.00
	Long term Disability Insurance	\$208.00	\$208.00
	Life Insurance (\$15,000.00) policy	\$43.00	\$43.00
	Iowa Public Employee Retirement System	\$5,390.26	\$5,390.26
	Social Security/Medicare	\$4,375.80	\$4,375.80
	For one year:		
	Total	\$76,259.06	\$86,159.06
	15 Week Academy		
	Total	\$21,997.81	\$24,853.58
111	Transportation to and from Johnston, Iowa (ILEA) 240 miles (round trip) (X) 16 trips = 3,840 miles. 3840 miles (X) .50 cents/ mile =	\$1,920.00	\$1,920.00
1V	TOTALS:		
	Academy Costs:	\$7,977.41	\$7,977.41
	Wage and Benefits for one quarter	\$21,997.81	\$24,853.58
	Transportation costs:	\$1,920.00	\$1,920.00
	GRAND TOTAL	\$31,895.22	\$34,750.99

PRE-EMPLOYMENT TRAINING AGREEMENT
LINN COUNTY DEPUTY SHERIFF

This Agreement is entered into by Linn County, Iowa, hereinafter referred to as the “employing agency” and Henry Shriver hereinafter referred to as the “recruit”. In accordance with IAC 501-6.2(2) this is a written agreement being entered into contemporaneously with an offer of employment for the position of Linn County Deputy Sheriff. Recruit’s employment will require attendance and completion of the Iowa Law Enforcement Academy to obtain the minimum law enforcement certification training as governed by Iowa Code Chapter 80B and Iowa Code Chapter 384 at some time within the twelve months following employment. In consideration of the employing agency agreeing to provide for the cost of that training, the recruit agrees that, should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training, the recruit will make reimbursement for a prorated portion of the associated training costs. This Agreement is specifically intended to govern the conditions under which the employing agency can require the recruit to reimburse those associated training costs. These associated training cost included Iowa Law Enforcement Academy tuition, meals, books, certifications, employee wages, including all benefits and transportation. See itemized list in Exhibit “A” This Agreement is not, itself, a contract for employment and does not give rise to any property right or interest in the recruit.

1) Liquidated Damages. The employing agency has attached hereto and incorporated herein Exhibit “A” which itemizes the current costs to be paid by the employing agency upon the recruit attending and successfully completing the fifteen/sixteen-week certification training course provided by the Iowa Law Enforcement Academy. Taking into consideration the requirements of the Fair Labor Standards Act and other practical adjustments due to benefits, taxes or other items paid that are not easily pro-ratable or otherwise recoverable, the sum of \$32,562.70 is hereby fixed and agreed to as liquidated damages that fairly represent the economic loss that the employing agency will incur by reason of the recruit resigning within forty-eight months following completion of the certification training.

2) Reimbursement. Reimbursement shall become the recruit’s obligation should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training. The amount due shall be determined by crediting 1/48th of the total liquidated damages amount agreed to above for each month of the recruit’s service with the employing agency following completion of the certification training. The recruit will then be required to reimburse the balance.

3) Term of Reimbursement. The Recruit agrees that resignation, for whatever reason, shall be prima facia evidence that they left employment with the Employing Agency voluntarily. Payment for the remaining balance of the employment contract shall be made within thirty days of acceptance of employment with a different law enforcement agency. The Recruit agrees that, the Employing Agency, in its sole discretion, may retain and deduct from my last payroll check, any amount due and payable to the Employing Agency, to the extent allowed by law, to offset against any training and other employment related expenses (per section 1 above and Exhibit “A” attached) that the recruit will be obligated to reimburse to the Employing Agency.

4) Decertification. Failing to make reimbursement in accordance with this Agreement may, in addition to any other remedy available to the employing agency under this Agreement, result in decertification of the recruit as an Iowa law enforcement officer pursuant to Iowa Code Section 80B.11(7) and IAC 501-6.2(2). The Recruit does hereby expressly acknowledge and understand that the reimbursement obligations set forth herein are mandatory. The Recruit also expressly acknowledges that if it becomes necessary to enforce this Agreement and judgment is entered against the Recruit, the Recruit will pay all costs and expenses incurred by the Employing Agency including attorney fees.

5) Bona-Fide Employment. This Agreement is for the purpose of bona-fide employment of the recruit by the employing agency and is not for the purpose of achieving certification of the recruit by way of "sponsorship" through the academy.

6) Available Remedies. This Agreement shall not be deemed exclusive and shall not limit the employing agency from any other remedy available to it.

7) Severability. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8) Entire Agreement/Amendments. This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended only upon written agreement of the parties.

9) Effective Date. This document may be executed in counterparts and shall be deemed effective, subject to all signatures being obtained, upon recruit's employment date which shall be the:

8th day of March, 2020.

Lisa D. Powell
Linn County Human Resource Director

8-24-21
Date

Chair, Linn County Board of Supervisors

Date

Henry M. Smith
Employee

Date 3/8/21

[Signature]
Witness to Employee's signature

Date 3/8/21

Exhibit "A"

The following is an itemized list of expenses acquired to send a Deputy to 15+ weeks of certified law enforcement training at the Iowa Law Enforcement Academy, Johnston, Iowa:

		Single Empl.	Married Empl.
1	Tuition	\$6,240.00	\$6,240.00
	Consolidated Foods (15+ wks)	\$1,287.41	\$1,287.41
	Defensive Tactics Uniforms	\$225.00	\$225.00
	Taser Certification	\$225.00	\$225.00
	Total	\$7,977.41	\$7,977.41
11	Deputy's wages and benefits for one year:		
	Starting base wage	\$58,380.00	\$58,380.00
	Jail Premium pay	\$520.00	\$520.00
	Cleaning allowance	\$150.00	\$150.00
	Blue Cross & Blue Shield	\$8,652.00	\$18,996.00
	Delta Dental Insurance	\$660.00	\$759.00
	Long term Disability Insurance	\$208.00	\$208.00
	Life Insurance (\$15,000.00) policy	\$43.00	\$43.00
	Iowa Public Employee Retirement System	\$5,454.14	\$5,454.14
	Social Security/Medicare	<u>\$4,505.85</u>	<u>\$4,505.85</u>
	For one year:		
	Total	\$78,572.99	\$89,015.99
	15 Week Academy		
	Total	\$22,665.29	\$25,677.69
111	Transportation to and from Johnston, Iowa (ILEA) 240 miles (round trip) (X) 16 trips = 3,840 miles. 3840 miles (X) .50 cents/ mile =	\$1,920.00	\$1,920.00
1V	TOTALS:		
	Academy Costs:	\$7,977.41	\$7,977.41
	Wage and Benefits for one quarter	\$22,665.29	\$25,677.69
	Transportation costs:	\$1,920.00	\$1,920.00
	GRAND TOTAL	\$32,562.70	\$35,575.10

PRE-EMPLOYMENT TRAINING AGREEMENT
LINN COUNTY DEPUTY SHERIFF

This Agreement is entered into by Linn County, Iowa, hereinafter referred to as the “employing agency” and Tremaine L. Sideeq hereinafter referred to as the “recruit”. In accordance with IAC 501-6.2(2) this is a written agreement being entered into contemporaneously with an offer of employment for the position of Linn County Deputy Sheriff. Recruit’s employment will require attendance and completion of the Iowa Law Enforcement Academy to obtain the minimum law enforcement certification training as governed by Iowa Code Chapter 80B and Iowa Code Chapter 384 at some time within the twelve months following employment. In consideration of the employing agency agreeing to provide for the cost of that training, the recruit agrees that, should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training, the recruit will make reimbursement for a prorated portion of the associated training costs. This Agreement is specifically intended to govern the conditions under which the employing agency can require the recruit to reimburse those associated training costs. These associated training cost included Iowa Law Enforcement Academy tuition, meals, books, certifications, employee wages, including all benefits and transportation. See itemized list in Exhibit “A” This Agreement is not, itself, a contract for employment and does not give rise to any property right or interest in the recruit.

1) Liquidated Damages. The employing agency has attached hereto and incorporated herein Exhibit “A” which itemizes the current costs to be paid by the employing agency upon the recruit attending and successfully completing the fifteen/sixteen-week certification training course provided by the Iowa Law Enforcement Academy. Taking into consideration the requirements of the Fair Labor Standards Act and other practical adjustments due to benefits, taxes or other items paid that are not easily pro-ratable or otherwise recoverable, the sum of \$32,562.70 is hereby fixed and agreed to as liquidated damages that fairly represent the economic loss that the employing agency will incur by reason of the recruit resigning within forty-eight months following completion of the certification training.

2) Reimbursement. Reimbursement shall become the recruit’s obligation should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training. The amount due shall be determined by crediting 1/48th of the total liquidated damages amount agreed to above for each month of the recruit’s service with the employing agency following completion of the certification training. The recruit will then be required to reimburse the balance.

3) Term of Reimbursement. The Recruit agrees that resignation, for whatever reason, shall be prima facie evidence that they left employment with the Employing Agency voluntarily. Payment for the remaining balance of the employment contract shall be made within thirty days of acceptance of employment with a different law enforcement agency. The Recruit agrees that, the Employing Agency, in its sole discretion, may retain and deduct from my last payroll check, any amount due and payable to the Employing Agency, to the extent allowed by law, to offset against any training and other employment related expenses (per section 1 above and Exhibit “A” attached) that the recruit will be obligated to reimburse to the Employing Agency.

4) Decertification. Failing to make reimbursement in accordance with this Agreement may, in addition to any other remedy available to the employing agency under this Agreement, result in decertification of the recruit as an Iowa law enforcement officer pursuant to Iowa Code Section 80B.11(7) and IAC 501-6.2(2). The Recruit does hereby expressly acknowledge and understand that the reimbursement obligations set forth herein are mandatory. The Recruit also expressly acknowledges that if it becomes necessary to enforce this Agreement and judgment is entered against the Recruit, the Recruit will pay all costs and expenses incurred by the Employing Agency including attorney fees.

5) Bona-Fide Employment. This Agreement is for the purpose of bona-fide employment of the recruit by the employing agency and is not for the purpose of achieving certification of the recruit by way of "sponsorship" through the academy.

6) Available Remedies. This Agreement shall not be deemed exclusive and shall not limit the employing agency from any other remedy available to it.

7) Severability. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8) Entire Agreement/Amendments. This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended only upon written agreement of the parties.

9) Effective Date. This document may be executed in counterparts and shall be deemed effective, subject to all signatures being obtained, upon recruit's employment date which shall be the:

12th day of July, 2021.



Linn County Human Resource Director

8-24-21

Date

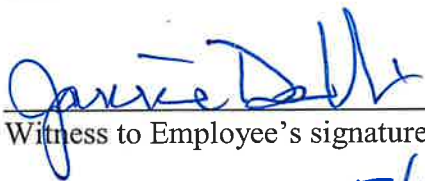
Chair, Linn County Board of Supervisors

Date



Employee

Date 07/12/2021



Witness to Employee's signature

Date 7/12/21

PRE-EMPLOYMENT TRAINING AGREEMENT
LINN COUNTY DEPUTY SHERIFF

This Agreement is entered into by Linn County, Iowa, hereinafter referred to as the “employing agency” and Justin Uhde hereinafter referred to as the “recruit”. In accordance with IAC 501-6.2(2) this is a written agreement being entered into contemporaneously with an offer of employment for the position of Linn County Deputy Sheriff. Recruit’s employment will require attendance and completion of the Iowa Law Enforcement Academy to obtain the minimum law enforcement certification training as governed by Iowa Code Chapter 80B and Iowa Code Chapter 384 at some time within the twelve months following employment. In consideration of the employing agency agreeing to provide for the cost of that training, the recruit agrees that, should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training, the recruit will make reimbursement for a prorated portion of the associated training costs. This Agreement is specifically intended to govern the conditions under which the employing agency can require the recruit to reimburse those associated training costs. These associated training cost included Iowa Law Enforcement Academy tuition, meals, books, certifications, employee wages, including all benefits and transportation. See itemized list in Exhibit “A” This Agreement is not, itself, a contract for employment and does not give rise to any property right or interest in the recruit.

1) Liquidated Damages. The employing agency has attached hereto and incorporated herein Exhibit “A” which itemizes the current costs to be paid by the employing agency upon the recruit attending and successfully completing the fifteen/sixteen-week certification training course provided by the Iowa Law Enforcement Academy. Taking into consideration the requirements of the Fair Labor Standards Act and other practical adjustments due to benefits, taxes or other items paid that are not easily pro-ratable or otherwise recoverable, the sum of \$35,575.10 is hereby fixed and agreed to as liquidated damages that fairly represent the economic loss that the employing agency will incur by reason of the recruit resigning within forty-eight months following completion of the certification training.

2) Reimbursement. Reimbursement shall become the recruit’s obligation should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training. The amount due shall be determined by crediting 1/48th of the total liquidated damages amount agreed to above for each month of the recruit’s service with the employing agency following completion of the certification training. The recruit will then be required to reimburse the balance.

3) Term of Reimbursement. The Recruit agrees that resignation, for whatever reason, shall be prima facia evidence that they left employment with the Employing Agency voluntarily. Payment for the remaining balance of the employment contract shall be made within thirty days of acceptance of employment with a different law enforcement agency. The Recruit agrees that, the Employing Agency, in its sole discretion, may retain and deduct from my last payroll check, any amount due and payable to the Employing Agency, to the extent allowed by law, to offset against any training and other employment related expenses (per section 1 above and Exhibit “A” attached) that the recruit will be obligated to reimburse to the Employing Agency.

4) Decertification. Failing to make reimbursement in accordance with this Agreement may, in addition to any other remedy available to the employing agency under this Agreement, result in decertification of the recruit as an Iowa law enforcement officer pursuant to Iowa Code Section 80B.11(7) and IAC 501-6.2(2). The Recruit does hereby expressly acknowledge and understand that the reimbursement obligations set forth herein are mandatory. The Recruit also expressly acknowledges that if it becomes necessary to enforce this Agreement and judgment is entered against the Recruit, the Recruit will pay all costs and expenses incurred by the Employing Agency including attorney fees.

5) Bona-Fide Employment. This Agreement is for the purpose of bona-fide employment of the recruit by the employing agency and is not for the purpose of achieving certification of the recruit by way of "sponsorship" through the academy.

6) Available Remedies. This Agreement shall not be deemed exclusive and shall not limit the employing agency from any other remedy available to it.

7) Severability. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8) Entire Agreement/Amendments. This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended only upon written agreement of the parties.

9) Effective Date. This document may be executed in counterparts and shall be deemed effective, subject to all signatures being obtained, upon recruit's employment date which shall be the: 28th day of June, 2021.



Linn County Human Resource Director

8-24-21

Date

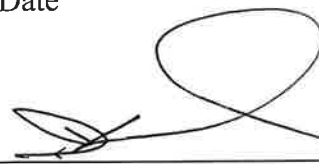
Chair, Linn County Board of Supervisors

Date



Employee

Date 6-28-2021



Witness to Employee's signature

Date 6-28-21

Exhibit "A"

The following is an itemized list of expenses acquired to send a Deputy to 15+ weeks of certified law enforcement training at the Iowa Law Enforcement Academy, Johnston, Iowa:

		Single Empl.	Married Empl.
1	Tuition	\$6,240.00	\$6,240.00
	Consolidated Foods (15+ wks)	\$1,287.41	\$1,287.41
	Defensive Tactics Uniforms	\$225.00	\$225.00
	Taser Certification	\$225.00	\$225.00
	Total	\$7,977.41	\$7,977.41
11	Deputy's wages and benefits for one year:		
	Starting base wage	\$58,380.00	\$58,380.00
	Jail Premium pay	\$520.00	\$520.00
	Cleaning allowance	\$150.00	\$150.00
	Blue Cross & Blue Shield	\$8,652.00	\$18,996.00
	Delta Dental Insurance	\$660.00	\$759.00
	Long term Disability Insurance	\$208.00	\$208.00
	Life Insurance (\$15,000.00) policy	\$43.00	\$43.00
	Iowa Public Employee Retirement System	\$5,454.14	\$5,454.14
	Social Security/Medicare	\$4,505.85	\$4,505.85
	For one year:		
	Total	\$78,572.99	\$89,015.99
	15 Week Academy		
	Total	\$22,665.29	\$25,677.69
111	Transportation to and from Johnston, Iowa (ILEA)		
	240 miles (round trip) (X) 16 trips = 3,840 miles.		
	3840 miles (X) .50 cents/ mile =	\$1,920.00	\$1,920.00
1V	TOTALS:		
	Academy Costs:	\$7,977.41	\$7,977.41
	Wage and Benefits for one quarter	\$22,665.29	\$25,677.69
	Transportation costs:	\$1,920.00	\$1,920.00
	GRAND TOTAL	\$32,562.70	\$35,575.10

PRE-EMPLOYMENT TRAINING AGREEMENT
LINN COUNTY DEPUTY SHERIFF

This Agreement is entered into by Linn County, Iowa, hereinafter referred to as the “employing agency” and Nicholas A. Williams hereinafter referred to as the “recruit”. In accordance with IAC 501-6.2(2) this is a written agreement being entered into contemporaneously with an offer of employment for the position of Linn County Deputy Sheriff. Recruit’s employment will require attendance and completion of the Iowa Law Enforcement Academy to obtain the minimum law enforcement certification training as governed by Iowa Code Chapter 80B and Iowa Code Chapter 384 at some time within the twelve months following employment. In consideration of the employing agency agreeing to provide for the cost of that training, the recruit agrees that, should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training, the recruit will make reimbursement for a prorated portion of the associated training costs. This Agreement is specifically intended to govern the conditions under which the employing agency can require the recruit to reimburse those associated training costs. These associated training cost included Iowa Law Enforcement Academy tuition, meals, books, certifications, employee wages, including all benefits and transportation. See itemized list in Exhibit “A” This Agreement is not, itself, a contract for employment and does not give rise to any property right or interest in the recruit.

1) Liquidated Damages. The employing agency has attached hereto and incorporated herein Exhibit “A” which itemizes the current costs to be paid by the employing agency upon the recruit attending and successfully completing the fifteen/sixteen-week certification training course provided by the Iowa Law Enforcement Academy. Taking into consideration the requirements of the Fair Labor Standards Act and other practical adjustments due to benefits, taxes or other items paid that are not easily pro-ratable or otherwise recoverable, the sum of \$32,562.70 is hereby fixed and agreed to as liquidated damages that fairly represent the economic loss that the employing agency will incur by reason of the recruit resigning within forty-eight months following completion of the certification training.

2) Reimbursement. Reimbursement shall become the recruit’s obligation should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training. The amount due shall be determined by crediting 1/48th of the total liquidated damages amount agreed to above for each month of the recruit’s service with the employing agency following completion of the certification training. The recruit will then be required to reimburse the balance.

3) Term of Reimbursement. The Recruit agrees that resignation, for whatever reason, shall be prima facie evidence that they left employment with the Employing Agency voluntarily. Payment for the remaining balance of the employment contract shall be made within thirty days of acceptance of employment with a different law enforcement agency. The Recruit agrees that, the Employing Agency, in its sole discretion, may retain and deduct from my last payroll check, any amount due and payable to the Employing Agency, to the extent allowed by law, to offset against any training and other employment related expenses (per section 1 above and Exhibit “A” attached) that the recruit will be obligated to reimburse to the Employing Agency.

4) Decertification. Failing to make reimbursement in accordance with this Agreement may, in addition to any other remedy available to the employing agency under this Agreement, result in decertification of the recruit as an Iowa law enforcement officer pursuant to Iowa Code Section 80B.11(7) and IAC 501-6.2(2). The Recruit does hereby expressly acknowledge and understand that the reimbursement obligations set forth herein are mandatory. The Recruit also expressly acknowledges that if it becomes necessary to enforce this Agreement and judgment is entered against the Recruit, the Recruit will pay all costs and expenses incurred by the Employing Agency including attorney fees.

5) Bona-Fide Employment. This Agreement is for the purpose of bona-fide employment of the recruit by the employing agency and is not for the purpose of achieving certification of the recruit by way of "sponsorship" through the academy.

6) Available Remedies. This Agreement shall not be deemed exclusive and shall not limit the employing agency from any other remedy available to it.

7) Severability. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8) Entire Agreement/Amendments. This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended only upon written agreement of the parties.

9) Effective Date. This document may be executed in counterparts and shall be deemed effective, subject to all signatures being obtained, upon recruit's employment date which shall be the:

12th day of July, 2021.



Linn County Human Resource Director

8-24-21

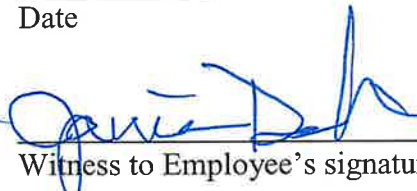
Date

Chair, Linn County Board of Supervisors

Date



Employee



Witness to Employee's signature

Date 7/12/21

Date 7/12/21

PRE-EMPLOYMENT TRAINING AGREEMENT
LINN COUNTY DEPUTY SHERIFF

This Agreement is entered into by Linn County, Iowa, hereinafter referred to as the "employing agency" and **Drew Henry Leigh Wirtner** hereinafter referred to as the "recruit". In accordance with IAC 501-6.2(2) this is a written agreement being entered into contemporaneously with an offer of employment for the position of Linn County Deputy Sheriff. Recruit's employment will require attendance and completion of the Iowa Law Enforcement Academy to obtain the minimum law enforcement certification training as governed by Iowa Code Chapter 80B and Iowa Code Chapter 384 at some time within the twelve months following employment. In consideration of the employing agency agreeing to provide for the cost of that training, the recruit agrees that, should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training, the recruit will make reimbursement for a prorated portion of the associated training costs. This Agreement is specifically intended to govern the conditions under which the employing agency can require the recruit to reimburse those associated training costs. These associated training cost included Iowa Law Enforcement Academy tuition, meals, books, certifications, employee wages, including all benefits and transportation. See itemized list in Exhibit "A" This Agreement is not, itself, a contract for employment and does not give rise to any property right or interest in the recruit.

1) Liquidated Damages. The employing agency has attached hereto and incorporated herein Exhibit "A" which itemizes the current costs to be paid by the employing agency upon the recruit attending and successfully completing the fifteen/sixteen-week certification training course provided by the Iowa Law Enforcement Academy. Taking into consideration the requirements of the Fair Labor Standards Act and other practical adjustments due to benefits, taxes or other items paid that are not easily pro-ratable or otherwise recoverable, the sum of **\$32,562.70** is hereby fixed and agreed to as liquidated damages that fairly represent the economic loss that the employing agency will incur by reason of the recruit resigning within forty-eight months following completion of the certification training.

2) Reimbursement. Reimbursement shall become the recruit's obligation should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training. The amount due shall be determined by crediting 1/48th of the total liquidated damages amount agreed to above for each month of the recruit's service with the employing agency following completion of the certification training. The recruit will then be required to reimburse the balance.

3) Term of Reimbursement. The Recruit agrees that resignation, for whatever reason, shall be prima facie evidence that they left employment with the Employing Agency voluntarily. Payment for the remaining balance of the employment contract shall be made within thirty days of acceptance of employment with a different law enforcement agency. The Recruit agrees that, the Employing Agency, in its sole discretion, may retain and deduct from my last payroll check, any amount due and payable to the Employing Agency, to the extent allowed by law, to offset against any training and other employment related expenses (per section 1 above and Exhibit "A" attached) that the recruit will be obligated to reimburse to the Employing Agency.

4) Decertification. Failing to make reimbursement in accordance with this Agreement may, in addition to any other remedy available to the employing agency under this Agreement, result in decertification of the recruit as an Iowa law enforcement officer pursuant to Iowa Code Section 80B.11(7) and IAC 501-6.2(2). The Recruit does hereby expressly acknowledge and understand that the reimbursement obligations set forth herein are mandatory. The Recruit also expressly acknowledges that if it becomes necessary to enforce this Agreement and judgment is entered against the Recruit, the Recruit will pay all costs and expenses incurred by the Employing Agency including attorney fees.

5) Bona-Fide Employment. This Agreement is for the purpose of bona-fide employment of the recruit by the employing agency and is not for the purpose of achieving certification of the recruit by way of "sponsorship" through the academy.

6) Available Remedies. This Agreement shall not be deemed exclusive and shall not limit the employing agency from any other remedy available to it.

7) Severability. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8) Entire Agreement/Amendments. This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended only upon written agreement of the parties.

9) Effective Date. This document may be executed in counterparts and shall be deemed effective, subject to all signatures being obtained, upon recruit's employment date which shall be the: 2nd day of November, 2020.

Lisa D. Powell
Linn County Human Resource Director

8-24-21
Date

Chair, Linn County Board of Supervisors

Date

[Signature]
Employee

[Signature]
Witness to Employee's signature

Date 11/02/2020

Date 11/2/2020

PRE-EMPLOYMENT TRAINING AGREEMENT
LINN COUNTY DEPUTY SHERIFF

This Agreement is entered into by Linn County, Iowa, hereinafter referred to as the “employing agency” and Charles Wesley Wayne Woodcock hereinafter referred to as the “recruit”. In accordance with IAC 501-6.2(2) this is a written agreement being entered into contemporaneously with an offer of employment for the position of Linn County Deputy Sheriff. Recruit’s employment will require attendance and completion of the Iowa Law Enforcement Academy to obtain the minimum law enforcement certification training as governed by Iowa Code Chapter 80B and Iowa Code Chapter 384 at some time within the twelve months following employment. In consideration of the employing agency agreeing to provide for the cost of that training, the recruit agrees that, should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training, the recruit will make reimbursement for a prorated portion of the associated training costs. This Agreement is specifically intended to govern the conditions under which the employing agency can require the recruit to reimburse those associated training costs. These associated training cost included Iowa Law Enforcement Academy tuition, meals, books, certifications, employee wages, including all benefits and transportation. See itemized list in Exhibit “A” This Agreement is not, itself, a contract for employment and does not give rise to any property right or interest in the recruit.

1) Liquidated Damages. The employing agency has attached hereto and incorporated herein Exhibit “A” which itemizes the current costs to be paid by the employing agency upon the recruit attending and successfully completing the fifteen/sixteen-week certification training course provided by the Iowa Law Enforcement Academy. Taking into consideration the requirements of the Fair Labor Standards Act and other practical adjustments due to benefits, taxes or other items paid that are not easily pro-ratable or otherwise recoverable, the sum of \$32,562.70 is hereby fixed and agreed to as liquidated damages that fairly represent the economic loss that the employing agency will incur by reason of the recruit resigning within forty-eight months following completion of the certification training.

2) Reimbursement. Reimbursement shall become the recruit’s obligation should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training. The amount due shall be determined by crediting 1/48th of the total liquidated damages amount agreed to above for each month of the recruit’s service with the employing agency following completion of the certification training. The recruit will then be required to reimburse the balance.

3) Term of Reimbursement. The Recruit agrees that resignation, for whatever reason, shall be prima facie evidence that they left employment with the Employing Agency voluntarily. Payment for the remaining balance of the employment contract shall be made within thirty days of acceptance of employment with a different law enforcement agency. The Recruit agrees that, the Employing Agency, in its sole discretion, may retain and deduct from my last payroll check, any amount due and payable to the Employing Agency, to the extent allowed by law, to offset against any training and other employment related expenses (per section 1 above and Exhibit “A” attached) that the recruit will be obligated to reimburse to the Employing Agency.

4) Decertification. Failing to make reimbursement in accordance with this Agreement may, in addition to any other remedy available to the employing agency under this Agreement, result in decertification of the recruit as an Iowa law enforcement officer pursuant to Iowa Code Section 80B.11(7) and IAC 501-6.2(2). The Recruit does hereby expressly acknowledge and understand that the reimbursement obligations set forth herein are mandatory. The Recruit also expressly acknowledges that if it becomes necessary to enforce this Agreement and judgment is entered against the Recruit, the Recruit will pay all costs and expenses incurred by the Employing Agency including attorney fees.

5) Bona-Fide Employment. This Agreement is for the purpose of bona-fide employment of the recruit by the employing agency and is not for the purpose of achieving certification of the recruit by way of "sponsorship" through the academy.

6) Available Remedies. This Agreement shall not be deemed exclusive and shall not limit the employing agency from any other remedy available to it.

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8) Entire Agreement/Amendments. This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended only upon written agreement of the parties.

9) Effective Date. This document may be executed in counterparts and shall be deemed effective, subject to all signatures being obtained, upon recruit's employment date which shall be the: 2nd day of November, 2020.

Linda D. Powell
Linn County Human Resource Director

8-24-21
Date

Chair, Linn County Board of Supervisors

Date

Chah Wook Lee
Employee

[Signature]
Witness to Employee's signature

Date 11/02/2020

Date 11/2/2020

MEMORANDUM OF UNDERSTANDING
Referencing MOU NO: 06-JD20-21F
for Provision of Fiscal Agent Services

This Memorandum of Understanding ("MOU") for the provision of certain Fiscal Agent Services for Wrap Around and Staff Development Funds is made and effective on October 1, 2021, by and between Juvenile Court Services, 6th District and Linn County Community Services, an agency of Linn County, Iowa; the parties agree as follows:

1.0 IDENTITY OF PARTIES.

- A. Juvenile Court Services, 6th District, (referred to in this document as "JCS") is the recipient of transfer funds from the Criminal and Juvenile Justice Planning Division of the Iowa Department of Human Rights. The JCS's address is:

211 8th Avenue SW
Cedar Rapids, Iowa 52404-2132

- B. Linn County Community Services (referred to in this document as "FA") is entering into this MOU to provide fiscal management services for the Wrap Around and Staff Development Funds issued to JCS. Fiscal Agent address is:

1240 26th Avenue Ct, SW
Cedar Rapids, IA 52404-3402

2.0 DURATION OF MOU.

The term of this MOU shall be **October 1, 2021** through **September 30, 2022**, unless terminated earlier in accordance with the Termination section of this MOU.

3.0 PURPOSE.

The parties have entered into this MOU for the purpose of enabling FA to provide fiscal management services for the JCS's Wrap Around. As mentioned in Section 1, FA will provide services that include: a) reviewing reimbursement claims made by service providers; b) reviewing of JCS's budget form submitted with the reimbursement vouchers; c) making appropriate adjustments to reimbursements based on FA's review of the service providers' reimbursement requests and JCS's budget forms; d) making payment to service providers for allowed expenditures; and e) maintaining records of payments and balances for the Department's funds.

4.0 SCOPE OF SERVICES.

FA shall provide the following services in accordance with the defined performance expectations as set forth below:

- A. Maintain documentation and issue payments from the JJYD Funds designated for JCS upon receipt of a properly completed request for reimbursement. This includes a General Accounting Expenditure (GAX) form that has been signed by the provider requesting reimbursement and authorized by the Chief Juvenile Court Officer, a Department of Human Rights Reimbursement Claim form and documentation that supports the claim. Before issuing payments, FA will review the reimbursement

request including documentation, and the reimbursement claim to determine that the expenditure is allowable under the terms of the JJYD Program MOU between CJJP and JCS. FA shall submit a properly completed GAX form and a Summary of Subcontract Expenses form to CJJP for reimbursement.

- B. Maintain accounting records that at a minimum include the following:
 - 1. For each grant payment made as directed by JCS:
 - a. The date the approved claim voucher and supporting documentation was received from JCS
 - b. The name of the authorized JCS staff approving payment
 - c. The name and mailing address of the payee
 - d. The amount of the payment
 - e. The check number or other unique identification of the payment
 - 2. Running balances for:
 - a. The cumulative amount of payments issued
 - b. The cumulative amount of returned payments reissued
 - c. The cumulative amount of all payments canceled for any reason
 - d. Available JCS funds that are not encumbered or otherwise allocated for payments made but not yet cashed.
- C. Continue providing the services in this section until all of the Wrap Around and Staff Development Funds allocated to JCS are exhausted, the MOU expires, or is otherwise terminated as provided by the provisions for termination under the General Provisions of this MOU.
- D. FA administration fee is based on the time required to complete the task.

5.0 DEFAULT AND TERMINATION.

- A. **Termination for Cause**
 - 1. The occurrence of any one or more of the following events shall constitute cause for the either party to declare the other party in default of its obligations under this MOU:
 - Failure to observe any condition or perform any obligation created by the MOU; or
 - Failure to make substantial and timely progress toward performance of the MOU; or
 - Failure of the other party's work product and services to conform with any specifications noted herein.
 - 2. Notice of Default: If there is a default event caused by one of the parties, the party declaring the default shall provide written notice to the defaulting party requesting that the breach or noncompliance be remedied immediately. If the breach or noncompliance continues to be evidenced **fifteen (15)** days beyond the date of the written notice, the party declaring the default may do one or more of the following:
 - Immediately terminate the MOU without additional written notice; or,
 - Enforce the terms and conditions of the MOU and seek any legal or equitable remedies.

B. Termination upon Notice

Either party may terminate this MOU, without penalty or incurring of further obligation, upon **thirty (30)** days written notice.

C. Termination Due to Lack of Funds or Change in Law

Either party shall have the right to terminate this MOU without penalty by giving **sixty (60)** days written notice to the other party as a result of any of the following:

- Adequate funds are not appropriated by the legislature to allow either party to operate as required and to fulfill its obligations under this MOU; or
- Funds are de-appropriated, not allocated, or if funds needed by either party, at that party's sole discretion, are insufficient for any reason; or
- Either party's authorization to conduct business is withdrawn or there is a material alteration in the programs either party administers; or
- Either party's duties are substantially modified.

D. Delay or Impossibility of Performance. Neither party shall be in default under this MOU if performance is delayed or made impossible by an act of God. The delay or impossibility must be beyond the control and without the fault or negligence of the defaulting party.

6.0 INDEMNIFICATION.

Each party agrees to defend, indemnify and hold the other party, and their officers, agents and employees, harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of the Attorney General's Office, and the costs and expenses and attorney fees of other counsel, or the costs, fees, expenses and attorney fees of any action pursuant to Iowa Code Section 679A.19 related to or arising from:

- A. Any violation of this MOU; or
- B. Any negligent or intentional acts or omissions of one of the parties, its officers, owners, employees, agents, board members, contractors or subcontractors or any other person in connection with the goods or services provided under this MOU; or
- C. Claims for infringement of patents, trademarks, trade secrets, or copyrights, or other intellectual property arising under this MOU; or
- D. One of the parties' performance or attempted performance of this MOU; or
- E. Any failure by one of the parties to comply with all local, state and federal laws and regulations.

7.0 MOU ADMINISTRATION.

A. Authorization. Each party to this MOU represents and warrants to the other that:

1. It has the right, power and authority to enter into and perform its obligations under this MOU.
2. It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this MOU and this MOU constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

B. Successors in Interest. All the terms, provisions, and conditions of this MOU shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

C. Cumulative Rights. The various rights, powers, options, elections and remedies of either party provided in this MOU, shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities

allowed either party by law, or shall in any way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied, or undischarged.

- D. **Severability.** If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this MOU.
- E. **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of this MOU.
- F. **Third Party Beneficiaries.** There are no third party beneficiaries to the MOU. This MOU is intended only to benefit JCS and the FA.
- G. **Not a Joint Venture.** Nothing in this MOU shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any MOU or create an obligation or liability on behalf of, in the name of, or binding upon another party to the MOU.
- H. **Amendments.** This MOU may be amended in writing from time to time by mutual consent of the parties. All amendments to this MOU must be fully executed by both parties.
- I. **Additional Provisions.** The parties agree that if an Addendum, Attachment or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.
- J. **Confidentiality.** Information of JCS that identifies clients and services is confidential. The FA and its employees, agents and subcontractors shall be allowed access to such information only as needed for performance of their duties related to the MOU. FA shall not use confidential information for any purpose other than carrying out FA's obligations under this MOU. The FA shall establish and enforce policies and procedures for safeguarding the confidentiality of such data. The FA may be held civilly or criminally liable for improper disclosure. FA shall promptly notify JCS of any request for disclosure of confidential information received by the FA.
- K. **Headings or Captions.** The paragraph headings or captions used in this MOU are for identification purposes only and do not limit or construe the contents of the paragraphs.
- L. **Integration.** This MOU represents the entire MOU between the parties and neither party is relying on any representation that may have been made which is not included in this MOU.
- M. **Supersedes Former MOUs or Agreements.** This MOU supersedes all prior MOUs or Agreements between JCS and the FA for services and products provided in connection with this MOU.
- N. **Counterparts.** The parties agree that this MOU has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- O. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized

representatives of JCS and the FA, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the MOU shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

- P. **Obligations Beyond MOU Term.** This MOU shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this MOU. All obligations of JCS and the FA incurred or existing under this MOU as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this MOU.
- Q. **Notices.** Notices under this MOU shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice under this MOU shall be the date of mailing which may be effected by certified U.S. Mail, return receipt requested, with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS:

If to JCS: Christopher Wyatt, Chief Juvenile Court Officer
6th Judicial District
211 8th Avenue, SW
Cedar Rapids, IA 52404-2132

If to FA: Linn County Community Services, Executive Director
Linn County Community Services
Administrative Office
1240 26th Avenue Ct, SW
Cedar Rapids, IA 52404-3402

8.0 EXECUTION

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 MOU and have caused their duly authorized representatives to execute this MOU.

State of Iowa, the 6th District of Juvenile Court Services

By: _____

Date: _____

Name: Christopher Wyatt

Title: Chief Juvenile Court Officer

Fiscal Agent

By: _____

Date: _____

Name: Stacy Walker

Title: Chair of Linn County Board of Supervisors

LINN COUNTY SECONDARY ROAD DEPARTMENT
1888 COUNTY HOME ROAD
MARION, IA 52302

Erosion Control Materials

Results

8/23/2021

Coleman Moore Company
220 New York Ave
Des Moines, IA 50313
smikesell@colemanmoorecompany.com

Storm Water Supply
12100 210th St
Davenport, IA 52806
office@stormwatersupply.net

Construction Materials Inc
345 49th Ave Dr SW
Cedar Rapids, IA 52404
cmicr@constructionmaterial.com

No.	Product	Qty	UOM	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mulch Blend with tak (50lb bag/bale)	440	ea	\$16.60	\$7,304.00	No bid was received from supplier.		\$18.25	\$8,030.00
2	Soil Guard BFM (50lb bag/bale)	54	ea	\$31.73	\$1,713.42			\$34.15	\$1,844.10
3	Freight	1	ea	\$0.00	\$0.00			\$0.00	\$0.00
	TOTAL				\$9,017.42		\$0.00		\$9,874.10

LINN COUNTY



PROCLAMATION

15th Annual Stand Down for Homeless

Whereas, VALOR, Inc., in partnership with the Cedar Rapids Metro Area Veterans Council, the Iowa City VA Medical Center, and the Linn County Continuum of Care will hold Linn County's 15th annual Stand Down for homeless and near-homeless veterans and non-veterans, and;

Whereas, Stand Down is a term used in times of war in which exhausted combat units come off the battlefield to rest and recover in a place of safety, and;

Whereas, According to the U.S. Department of Veteran Affairs, the first Stand Down was organized in 1988 by a group of Vietnam Veterans in San Diego, and;

Whereas, Today, Stand Down also refers to a community-based program that provides assists homeless and near-homeless veterans transition to community living by providing access to human service agencies, including benefits counseling (Social Security and Veterans), employment and training assistance, eye exams screenings, health care screenings, housing services, legal assistance, mental health treatment and substance abuse counseling, and;

Whereas, Stand Downs have been used as an effective tool in reaching out to homeless veterans, nationally reaching more than 200,000 veterans and their family members.

NOW, THEREFORE, BE IT PROCLAIMED that we, the Linn County Board of Supervisors, do hereby proclaim September 10, 2021, as the: **15th Annual Five Seasons Stand Down Day** and encourage residents to recognize the positive impacts of this event to assist Veterans, and to express gratitude to those who have served and continue to serve.

Linn County Board of Supervisors

Chairperson



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 # _____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES, LINN COUNTY, IOWA
BY AMENDING PROVISIONS IN CHAPTER 107**

BE IT ENACTED by the Board of Supervisors, Linn County, Iowa:

SECTION 1. SEE ATTACHMENT A

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

SECTION 3. 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 4. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 5. 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 30th day of AUGUST, 2021

Second consideration on the 1st day of SEPTEMBER, 2021

Third and final passage on the 8th day of SEPTEMBER, 2021

Published in the Gazette on the _____ day of SEPTEMBER, 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

ATTACHMENT A

Text that is being deleted is shown as ~~striketrough~~; newly proposed language will be displayed as underlined text.

Part I List of Proposed UDC Amendments:

Article V General Regulations, Section 107-93 General regulations for uses, Subsection (c) Temporary uses

This proposed amendment would add an additional fee to temporary use applications that are submitted fourteen days or less from the date of the event. The purpose of the fee is to account for the additional staff time- departments involved in the review of the temporary use permit. Staff must drop what they are working on and focus on reviewing the application in order to have conditions and recommendations in place. This delays other projects staff are working on, which may also be time sensitive. Another purpose of the additional fee is to discourage last minute submission of temporary use applications.

Article V General Regulations, Section 107-94 General regulations for structures, Subsection (j) Sign regulations, Table 107-94(j)(10)

This proposed amendment would outline what type of signs are allowed in Critical Natural Resource (CNR) zoning districts. Signage regulations in the Unified Development Code were updated two years ago and regulations on signage in CNR zoning districts was inadvertently left out, this amendment corrects that omission.

Article VII Zoning Classifications, Density, Dimensional Standards and Allowed Uses, Section 107-147 Use table, Banquet/reception facility.

This proposed amendment would allow banquet and reception facilities in agriculturally zoned areas. These uses must still meet the specific development requirements for commercial uses outlined in Article VI, Section 107-115 including submission of a major site plan, access to a hard surfaced road, and buffering.

Article VII Zoning Classifications, Density, Dimensional Standards and Allowed Uses, Section 107-148 Planned Unit Development.

This proposed amendment would specify that the minimum lot sizes for a Planned Unit Development are lots which conform to the Governing Plan, and that the minimum lot size of the underlying zoning district does not apply.

Part II Proposed Quarterly UDC Amendments: This part of the report details the actual text amendment language; language that is added to the section will be displayed as underlined text and deleted language will be represented as ~~striketrough~~ text.

1. Article V General Regulations, Section 107-93 General regulations for uses, Subsection (c) Temporary uses

- (c) Temporary uses. The county board of supervisors may, by resolution, permit the temporary establishment in any zoning district such uses as specified in the list below. Such permission shall be in accordance to an approved minor site plan and shall contain a commencement and a

- (1) Portland cement or asphaltic concrete mixing plant in conjunction with the construction of a highway or other large-scale project.
- (2) Carnival; circus; farm show; haunted house; haunted trail; crop maze; live nativity or other performance, concert or temporary assembly; farm winery or winery event at which alcohol will be sold for consumption on-site; or other similar temporary or transient attraction, activity or use.

c. *Subdivisions, multiple-family development and mobile home parks.* In zoning districts where residential subdivisions, multiple-family developments, and mobile home parks are permitted, not more than two signs located at the entrance to a subdivision, multiple-family development or mobile home park shall be permitted. The total of any such sign shall not exceed 64 square feet in surface area and no sign shall exceed 12 feet in height. Said signs may be located in the required yard of such development. This shall not preclude individual residences within subdivisions, multiple-family developments, and mobile home parks from having accessory or temporary signs.

Table 107-94(j)(10) Summary of sign characteristics by zone and use

Zoning District

Zoning District										
Use Category	AG/CNR	RR1	RR2	RR3	USR (& USR-MF)	VR	VM	*HC	*GC	*I
Agricultural	1	2	2	2	2	2	3	1	1	1
Residential	2	2	2	2	2	2	3	2	2	2
Retail, Service, and Commercial	4	2	2	2	2	2	3	4	4	5
Institutional and Civic	3	2	2	2	2	2	3	4	4	5
Industrial	5	2	2	2	2	2	3	5	5	5

* Advertising signs permitted in these districts as allowed by article V, section 107-94(i)(14).

Regulation Class	Regulation Section
1 =	Accessory signs, (AG and CNR districts)
2 =	Accessory signs, (RR1, RR2, RR3, USR, and VR districts)
3 =	Accessory signs, (VM district)
4 =	Accessory signs, (HC and GC districts)
5 =	Accessory signs, (I district)

4. Article VII Zoning Classifications, Density, Dimensional Standards and Allowed Uses, Section 107-147 Use table, Banquet/reception facility.

Retail, Service and Commercial Uses		STD	AG	RR 1/2/3	VR	VM	USR	USR-MF	HC	GC	I	CNR	MH
Food services	Catering service, banquet/reception facility, social or fraternal organization	107-115(r)	<u>C</u>			P			P	P			

5. Article VII Zoning Classifications, Density, Dimensional Standards and Allowed Uses, Section 107-148 Planned Unit Development, Subsections (f) & (g)

(f) Subdivision of land. Subdivisions which accomplish the implementation of an approved master plan are exempt from the underlying zoning district minimum or maximum lot size requirements.

~~(e)~~(g) Amendments to an approved master plan and/or governing plan. Amendments to associated plans shall be reviewed as follows:

ALTERNATIVES:

The following alternatives may be considered regarding the proposed UDC text amendments:

1. Recommend approval of the proposed amendments.
2. Recommend denial of the proposed amendments.
3. Refer the proposed amendments back to the staff for additional review/information.

STAFF RECOMMENDATION:

Staff recommends Alternative 1, recommend approval of the proposed UDC text amendments.

Prepared by and to be returned to: MIKE TERTINGER, Linn County Planning & Development
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100 (319) 892-5130

RESOLUTION APPROVING A TEMPORARY USE

RESOLUTION # _____

WHEREAS, City of Cedar Rapids, owner; and Corridor Running, c/o Michael Price, petitioner; Case JTU21-0014, have requested the Linn County Board of Supervisors' permission to operate the NewBo Run Half Marathon, located in the vicinity of 5801 Otis Rd SE Cedar Rapids, Iowa within the NE ¼ SE ¼ of 30-83-6.

WHEREAS, said temporary use request and attachments thereto have been examined by the Linn County Board of Supervisors and approval of the request is subject to the following conditions:

WHEREAS, the Board of Supervisors makes the following Findings of Facts:

1. Planning & Development received the Temporary Use Permit application on Monday, August 30, 2021.
2. The City of Cedar Rapids City Council passed resolution (No. 1292-08-21) on August 24, 2021 authorizing the event inside Cedar Rapids jurisdiction.
3. The race will be held on Sunday September 5, 2021 between the hours of 7:30am and 9:15am.
4. Setup for the event will begin at 5am on Sunday September 5, 2021. Teardown of the event will be completed by 12:00pm.
5. The race will start and finish at NewBo City Market in Cedar Rapids.
6. Approximately 3 miles of the race will take place in Linn County jurisdiction including sections of Otis Rd, Bertram Road and a portion of the Sac & Fox Trail near Indian Creek Nature Center.
7. No food or alcohol concessions will be provided in Linn County jurisdiction.
8. Mile markers will be placed at every mile.
9. Water stations will be available at mile 2.3, 3.0, 4.7, 5.8, 7.0, 8.4, 10.0, and 10.7.
10. Restrooms are available at miles 2.3(Prairie Park), 6.5(Halfway point), and 11.0(Prairie Park).

11. Railroad crossings will affect the race course at miles 1, 10 & 12. All participants must stop and yield for train signals.
12. The applicant has not requested any Linn County road closures during the race, nor requested any police presence from the Linn County Sherriff's Office.

AND WHEREAS, the Linn County Technical Review Committee has examined the application and all conditions of approval are listed as part of this Resolution;

AND WHEREAS, the temporary use application has been examined by the Linn County Board of Supervisors at a public meeting on September 1, 2021, all interested persons having been heard;

WHEREAS, said temporary use request and attachments thereto have been examined by the Linn County Board of Supervisors and approval of the request is subject to the following conditions:

LINN COUNTY PLANNING & DEVELOPMENT – Zoning Division

1. The Temporary Use may be reviewed at any time during the duration of the permit to ensure that all conditions have been or are being met.
2. Evidence of liability insurance coverage has been provided for the event dates, through National Casualty Company and Nationwide Life Insurance Company.
3. Signage shall conform to Article V, Section 107-94, subsection (j). Temporary off site signs may be allowed, provided that:
 - a. No sign is placed on public property, or within a road right-of-way.
 - b. Sign size shall not exceed 16 sq. ft., or 6' in width, nor 5' in height.
 - c. All temporary signs are required to be removed on the day following the final event date.
4. The owner and petitioner shall sign an "Acceptance of Conditions" form which provides assurance that all conditions will be met prior to the Board of Supervisors Resolution of Approval, and specifically agrees to hold Linn County harmless from any and all damages or claims for damages that might arise or accrue by reason of approval of the Temporary Use permit by the Linn County Board of Supervisors. Further, by signing the "Acceptance of Conditions" form, the petitioner shall agree to allow employees of the County reasonable access to the property for inspection and for submission of documents to verify any additional information.

LINN COUNTY PLANNING & DEVELOPMENT – Building Division

1. All electrical wiring shall be in compliance with the National Electrical Code.
2. Platforms or structures planned for this event are required to meet building code requirements.

LINN COUNTY ENGINEERING DEPARTMENT

1. Petitioner shall receive a signed resolution from the Linn County Board of Supervisors, prior to the event, authorizing the petitioners use of any portion of the Linn County secondary road system.

2. Event organizers must provide appropriate traffic control.

IOWA DEPARTMENT OF TRANSPORTATION

1. No conditions to be met.

LINN COUNTY PUBLIC HEALTH DEPARTMENT

1. Portable toilets are required, and hand-washing stations are strongly recommended.

LINN COUNTY SHERIFF'S OFFICE

1. Traffic control is to be provided by the Cedar Rapids Police Department during the event.

LINN COUNTY EMERGENCY MANAGEMENT

1. No comments or conditions.

WHEREAS, failure to submit and/or comply with any of the conditions in a timely manner will revoke this Temporary Use Permit.

NOW, THEREFORE, BE IT RESOLVED, by the Linn County Board of Supervisors that said temporary use is hereby approved.

Passed and approved this 1st day of September 2021.

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 and ___ Absent from voting.

Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, on this 1st of September, 2021.

Notary Public State of Iowa

RESOLUTION NO. 2021 – 5 –

**A RESOLUTION APPROVING A PROPERTY USE REQUEST FOR PERMISSION
TO UTILIZE LINN COUNTY ROADS FOR THE 2021 NEWBO HALF MARATHON**

WHEREAS, Michael Price, Race Director for the NewBo Run Half Marathon, has requested permission to use Otis Road and Bertram Road, for the purpose of conducting the NewBo Half Marathon on Sunday, September 5, 2021; and

WHEREAS, the Linn County Engineer's Department, Linn County Sheriff's Office, and the Risk Management Department recommend the approval of this request.

BE IT THEREFORE RESOLVED the Linn County Board of Supervisors hereby approves this request subject to the following conditions:

1. The race sponsor(s) will provide law enforcement officers, with patrol vehicles, for traffic control as required by the Sheriff's Office. The applicant will contact the Linn County Sheriff's Office at 892-6176 to schedule extra-duty officers.
2. The race sponsor(s) will advise the participants to obey all traffic regulations as required by the Linn County Sheriff's Office and the Linn County Engineer.
3. The race sponsor(s) will oversee the proper conduct of the event.
4. The applicant will have each participant sign a participant's release that names Linn County on the release.
5. The applicant agrees to save Linn County and its employees harmless from all liability and has a liability insurance policy in limits satisfactory to the Board of Supervisors.

PASSED AND APPROVED this _____ day of _____ 2021.

LINN COUNTY BOARD OF SUPERVISORS

Stacey Walker, Chair

Ben Rogers, Vice Chair

Louis J. Zumbach, Supervisor

AYE:

NAY:

ABSTAIN:

ATTEST:

Joel Miller, Linn County Auditor

CLOSE

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Linn County Derecho Evaluation and
Assessment
Various locations throughout Linn
County, Iowa.

AGREEMENT INFORMATION:
Date: September 14, 2020

AMENDMENT INFORMATION:
Amendment Number: 001

Date: August 27, 2021

OWNER: *(name and address)*
Linn County Board of Supervisors
935 2nd Street SW
Cedar Rapids, IA 52404

ARCHITECT: *(name and address)*
Martin Gardner Architecture, P.C.
700 11th Street
Suite 200
Marion, IA 52302

The Owner and Architect amend the Agreement as follows:

To proceed with Construction Documents, Procurement, and Construction Administration Phase services as shown on attached Professional Services Proposal dated August 27, 2021.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Eighty-seven Thousand Nine Hundred Forty Dollars and Zero Cents (\$87,940.00) as shown on the attached Professional Services Proposal dated August 27, 2021.

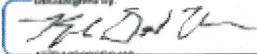
Schedule Adjustment:

No change.

SIGNATURES:

Martin Gardner Architecture, P.C.

ARCHITECT *(Firm name)*

Declassified by:


SIGNATURE

Kyle Martin, AIA, LEED AP,
President

PRINTED NAME AND TITLE

8/28/2021 | 14:11:53 CDT

DATE

Linn County Board of Supervisors

OWNER *(Firm name)*

SIGNATURE

Stacey Walker, Chair Board of
Supervisors

PRINTED NAME AND TITLE

DATE

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User Notes:



OTHER ACTIONS

Martin Gardner Architecture, P.C.
700 11th St., Ste. 200, Marion, IA 52302

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