

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

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Wednesday, June 1, 2022

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 Code Compliance Officer for the Planning & Development Department.

Approve and authorize Chair to sign three Vacancy Forms requesting Youth Counselors for Juvenile Detention & Diversion Services.

Reports**Resolutions**

Resolution to establish a 45-mph speed limit on E Avenue NW from a point immediately east of Berger Lane to Cedar Rapids city limits in sections 21/28-83-8

Resolution authorizing the transfer of \$50,000 from the Board of Supervisors appropriations to the Medical Examiner appropriations

Resolution to approve a Residential Parcel Split for Etzweil Farm First Addition, case JPS22-0012

Resolution to approve a Residential Parcel Split for Hoge's First Addition, case JPS22-0004

Contract and Agreements

Approve annual elevator maintenance invoice with Schumacher Elevator Company effective July 1, 2022, through June 30, 2023, in the amount of \$45,243.06

Approve and authorize Chair to sign Law Enforcement Services contracts for law enforcement protection provided by the Linn County Sheriff's Office at a rate of \$39 per hour for the period of July 1, 2022 through June 30, 2023 for the cities as follows: Alburnett--43 hours/month, Bertram--6 hours/week, Center Point--21 hours/week, Central City--21 hours/week, Coggon--40 hours/month, Ely--25 hours/week, Fairfax--18 hours/week, Palo--87 hours/month, Prairieburg--9 hours/month, Springville--80 hours/month, Walford--20 hours/week, Walker--14 hours/week.

Approve and authorize Chair to sign Change Order Number 1, Revised for the Wanatee Park Maintenance Building Office Addition Project increasing the contract sum by \$5,017.00 to \$140,617.00

Approve purchase order #PO306 to Rolascreen for 6 rolling screen panels at the Mental Health Access Center in the amount of \$14,022.30.

Licenses & Permits

Approve Cigarette Permit for Casey's Store #2789 located at 888 Vernon Valley Dr. SE, noting all conditions have been met.

Approve Application for Display Fireworks Permit for Jared Morris to conduct a display at 229 Abbotsford Rd. on July 9, 2022, noting all conditions have been met.

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

Discuss and decide on an amendment #1 to the subaward agreement between Linn County and Willis Dady Homeless Services to provide On-Site Mental Health Care for Individuals Experiencing Homelessness at Willis Dady Homeless Services.

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@linncountyiowa.gov.



VACANCY FORM

SELECT ONE:

☒ NEW POSITION

☐ REPLACEMENT

REPLACES: _____

SELECT ONE:

☐ NEW JOB CLASSIFICATION

☒ EXISTING JOB CLASSIFICATION

JOB TITLE: Code Compliance Officer

DEPARTMENT: Planning & Development

SHIFT/HOURS: 8-5 Monday - Friday

NUMBER OF POSITIONS: 1

VACANCY DATE: 07/01/2022

NEW POSITION FUNDING SOURCE(S):

10001-40-63001-510003

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

☐ GRANT FUNDING

☐ OTHER: _____

DURATION OF POSTING (must remain open a minimum of 10 days): 14 Days

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: Charlie Nichols 5/25/22
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: Approved budget offer for FY23

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: Ronald Powell 5-25-22
HUMAN RESOURCES DIRECTOR DATE

APPROVED BY: Bohannon 5/26/2022
FINANCE/BUDGET DIRECTOR DATE

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: Youth Counselor - Female

DEPARTMENT: JDDS

SHIFT/HOURS: Thursday-Monday 3-11pm (Tues/Wed off)

NUMBER OF POSITIONS: 1

VACANCY DATE: 07/01/22

NEW POSITION FUNDING SOURCE(S):

Approved for FY23 by the BOS

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

☐ GRANT FUNDING

☐ OTHER: _____

DURATION OF POSTING (must remain open a minimum of 10 days): 10 days

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: 

5-25-22

DEPARTMENT HEAD (original signature required)

DATE

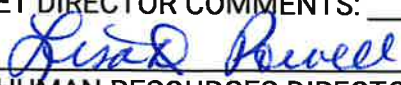
By signing above, I acknowledge my understanding of the following about external job postings: Failure to make a good faith effort to begin the interview process within one month of receiving candidates' applications will result in HR charging the cost of advertising back to the department.

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: FY23 approved budget offer

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: 
HUMAN RESOURCES DIRECTOR

5-25-22
DATE

APPROVED BY: 
FINANCE/BUDGET DIRECTOR

5/26/22
DATE

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: Youth Counselor - Male

DEPARTMENT: JDDS

SHIFT/HOURS: Thursday-Monday 3-11pm (Tues/Wed off)

NUMBER OF POSITIONS: 1

VACANCY DATE: 07/01/22

NEW POSITION FUNDING SOURCE(S):

Approved for FY23 by the BOS

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

☐ GRANT FUNDING

☐ OTHER: _____

DURATION OF POSTING (must remain open a minimum of 10 days): 10 days

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)

5-25-22

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:

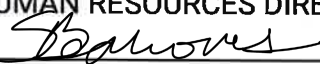
PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: FY23 Approved budget offer

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: 
HUMAN RESOURCES DIRECTOR

5-25-22
DATE

APPROVED BY: 
FINANCE/BUDGET DIRECTOR

5/26/22
DATE

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: Youth Counselor - Male

DEPARTMENT: JDDS

SHIFT/HOURS: Friday-Tuesday 3-11pm (Wed/Thurs off)

NUMBER OF POSITIONS: 1

VACANCY DATE: 07/01/22

NEW POSITION FUNDING SOURCE(S):

Approved for FY23 by the BOS

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

☐ GRANT FUNDING

☐ OTHER: _____

DURATION OF POSTING (must remain open a minimum of 10 days): 10 days

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: David Fisher 5-25-22
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: FY23 approved budget offer

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: Lisa D. Powell 5-25-22
HUMAN RESOURCES DIRECTOR DATE

APPROVED BY: Balvors 5/26/22
FINANCE/BUDGET DIRECTOR DATE

APPROVED BY: _____
CHAIRPERSON/BOARD OF SUPERVISORS DATE

Prepared by & Return to: Linn County Secondary Road Department, 1888 County Home Road, Marion, IA 52302 (319) 892-6400

RESOLUTION # _____

ESTABLISH SPEED LIMIT

WHEREAS, the Board of Supervisors is empowered under authority of the Iowa Code Sections 321.255 and 321.285 of the Code of Iowa, to determine upon the basis of an engineering and traffic investigation, that the speed limit of any secondary road is greater than is reasonable and proper under the conditions existing, and may determine and declare a reasonable and proper speed limit, and

WHEREAS, such an investigation has been requested and has been completed by the Linn County Engineer.

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of Linn County that the speed limit be established and appropriate signs be erected at the location described as follows:

- 45 mph on E Avenue NW from a point immediately east of Berger Lane to Cedar Rapids city limits in sections 21/28-83-8

The Board of Supervisors declares these signs to be legal, valid and enforceable and directs the County Engineer to erect said signs in accordance with the provisions of the Code of Iowa.

Moved by Supervisor _____ Seconded by Supervisor _____
that the above resolution be adopted this _____ day of _____, 2022 by a vote of ____ aye ____ nay
and ____ abstain from voting.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Chairperson

Vice Chairperson

Supervisor

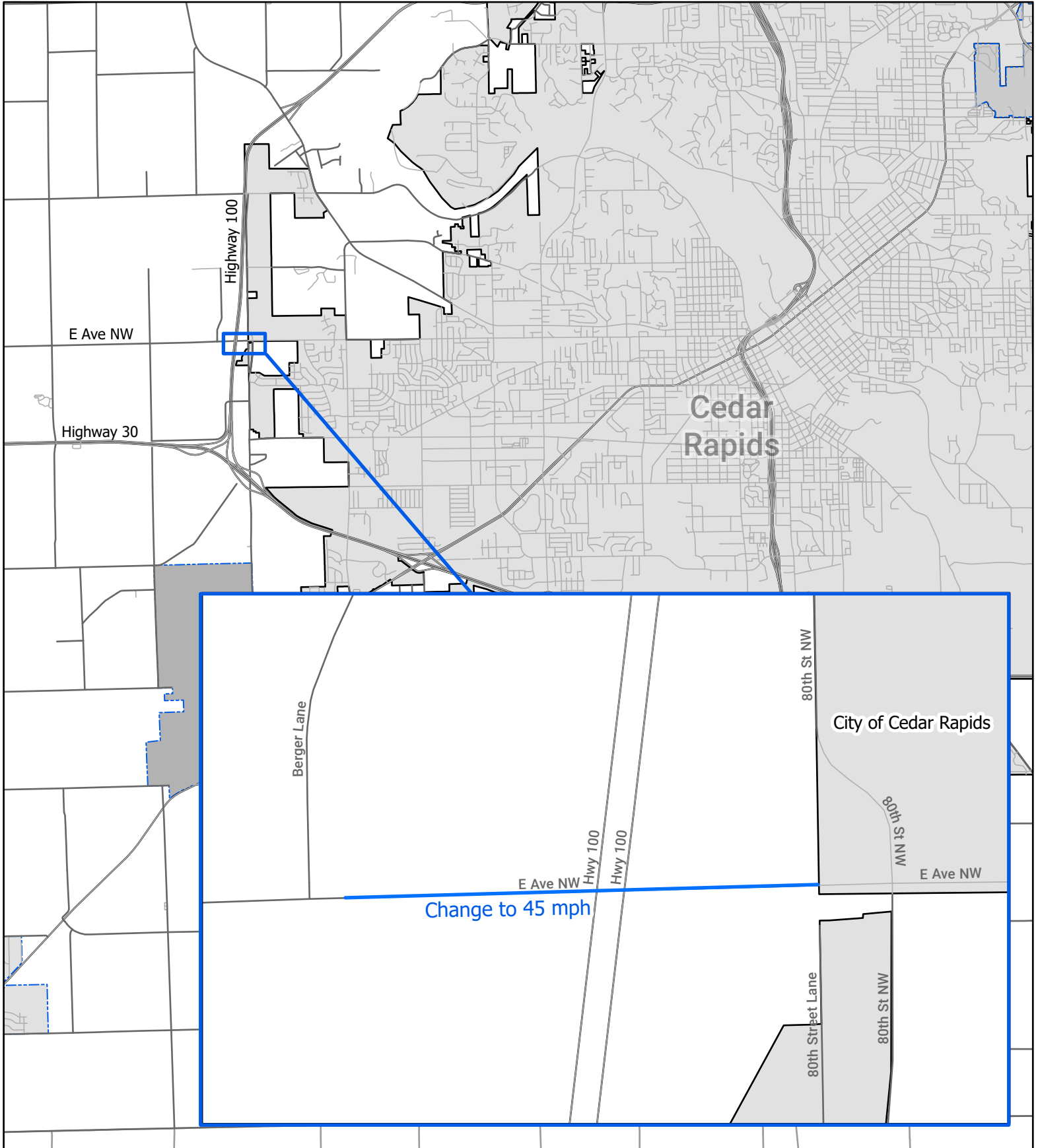
ATTEST:

Linn County Auditor



Linn County Secondary Road Department

E Ave NW Speed Limit Map



RESOLUTION NO. 2022-06-

**A RESOLUTION APPROVING AN APPROPRIATIONS TRANSFER
WITHIN THE LINN COUNTY FISCAL YEAR 2022 ANNUAL BUDGET**

WHEREAS, the Linn County Board of Supervisors previously approved the Linn County Fiscal Year 2022 Annual Budget; and,

WHEREAS, it has been determined that it is necessary to transfer appropriations within the Public Safety and Legal Services area of said budget; and,

WHEREAS, sufficient appropriations are available to provide for the necessary transfer; and,

WHEREAS, said transfer is within the Public Safety and Legal Services service area, and is made by resolution of the Board of Supervisors in accordance with Iowa Code Section 331.434(6).

NOW, BE IT THEREFORE RESOLVED by the Linn County Board of Supervisors that appropriations within the Linn County Fiscal Year 2022 Annual Budget are revised as follows:

Organization	Transfer
Medical Examiner	\$50,000
Board of Supervisors	(\$50,000)

PASSED AND APPROVED this _____ day of June 2022.

LINN COUNTY BOARD OF SUPERVISORS

Ben Rogers, Chair

Louis Zumbach, Vice Chair

Stacey Walker, Supervisor

ATTEST:

Joel Miller, Linn County Auditor

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

_____Aye _____Nay _____ Abstain and _____Absent from Voting.

Joel Miller, Linn County Auditor

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of Etzwel Farm First Addition (Case # JPS21-0012) to Linn County, Iowa, containing two (2) lots, numbered lot 1 and lettered lot A has been filed for approval, a subdivision of real estate located in the SWNW of Section 21, Township 85 North, Range 7 West of the 5th P.M., Linn County, Iowa, described as follows:

Commencing as a point of reference at the SE Corner of said SW $\frac{1}{4}$ NW $\frac{1}{4}$; thence N00°12'16"E along the east line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$, 171.41 feet to the Point of Beginning; thence N89°15'20"W, 277.78 feet; thence N00°47'12"W, 169.49 feet; thence N88°44'42"E, 124.37 feet; thence N48°04'32"E, 34.74 feet; thence N21°25'44"E, 61.10 feet; thence N57°51'56"E, 75.33 feet to the west right of way line of E Otter Road; thence N87°39'04"E, 44.89 feet to the east line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$; thence S00°12'16"W along said east line, 297.80 feet to the Point of Beginning, containing 1.41 acres which includes 0.30 acres of road right of way.

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

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

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of May 19, 2021 as last amended on June 21, 2021 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

1. Entrance permit required for new entrances and existing unpermitted entrances, Sec.11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. Lot 1 is allowed one shared access.
2. Dedication of road right-of-way, County Standard Specifications, Section 5. Forty feet of right-of-way on East Otter Road adjacent to development shall be dedicated to the County for road purposes.
3. Road agreement with conditions applicable to residential parcel split cases. County Standard Specifications, Section 1.

IOWA DEPARTMENT OF TRANSPORTATION

1. Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT

1. Existing sewage disposal system must have one of the following completed: If the property ownership is being transferred and does not qualify for one of the DNR exemptions, a Time of Transfer inspection must be performed by a certified septic contractor. The report must be submitted to this department. If the property is not transferring ownership, the septic must be reviewed by Linn County Public Health for compliance with Linn County Code of Ordinances Chapter 10, Article VI Private Sewage Disposal Systems.
2. Existing house must be reviewed by Linn County Public Health for compliance with Linn County Code of Ordinances Chapter 105, Article VI Property Maintenance Regulations. If applicable, correction of certain deficiencies may require permits, inspections and final approval from the Building Division of Linn County Planning & Development.
3. A written shared well agreement must be submitted to LCPH and recorded with both properties using the well.

NATURAL RESOURCES CONSERVATION SERVICE

No conditions to be met.

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. Various revisions to the site plan and final plat.
3. 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.
4. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
5. 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.
6. One original and 3 complete copies of the final plat bound documents that must include the following:
 - (i) Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
 - (ii) Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
 - (iii) Surveyor's certificate
 - (iv) Auditor's certificate
 - (v) Resolution of the Planning and Zoning Commission
 - (vi) Resolution of the Board of Supervisors
 - (vii) Resolution of approval or waiver of review by applicable municipalities
 - (viii) Treasurer's certificate
 - (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) Twelve signed original plat drawings
 - (xii) A covenant for a secondary road assessment
7. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before **JUNE 21, 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.

Linn County Board of Supervisors

Resolution # _____

JPS21-0012

June 1, 2022

Page 3 of 4

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 June 1, 2023 to be valid.

Passed and approved this 1st day of June, 2022.

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Board of Supervisors

Resolution # _____

JPS21-0012

June 1, 2022

Page 4 of 4

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 _____, 2022.

Notary Public State of Iowa

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of Hoge's First Addition (Case # JPS22-0004) to Linn County, Iowa, containing one (1) lot, numbered lot 1, has been filed for approval, a subdivision of real estate located in the NWSW of Section 5, Township 84 North, Range 5 West of the 5th P.M., Linn County, Iowa, described as follows:

Commencing at the West Quarter Corner of Section 5; Thence S01'00'45"E 450.05 feet along the west line of the NW $\frac{3}{4}$ SW $\frac{1}{4}$ said Section 5; Thence N88'59' 15"E 60.00 feet to the point of beginning on the east right of way line of Whittier Road a County Road; Thence S86'26' 33"E 220.00 feet; Thence S58'34'07"E 295. 79 feet; Thence S01'47'31 "E 197.73 feet; Thence S86' 19' 39"W 462.11 feet to the east right of way line of said County Road; Thence N01'00'45"W 191.06 feet along the east right of way of said County Road; Thence S88'59' 15"W 20.00 feet along the east right of way of said County Road; Thence N01'00'45"W 100.00 feet along the east right of way of said County Road; Thence N88'59' 15"E 10.00 feet along the east right of way of said County Road; Thence NO 1 '00' 45"W 104.31 feet along the east right of way line of said County Road to the point of beginning. Containing 3.53 acres and subject to easements and restrictions of record. For the purpose of this description the west line of the SW $\frac{3}{4}$ of said Section 5 is assumed to bear S01'00'45"E.

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 March 16, 2022 as last amended on April 18, 2022 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

1. Road agreement with conditions applicable to residential parcel split cases. County Standard Specifications, Section 1.

IOWA DEPARTMENT OF TRANSPORTATION

1. Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT

1. Existing sewage disposal system must have one of the following completed: If the property ownership is being transferred and does not qualify for one of the DNR exemptions, a Time of Transfer inspection must be performed by a certified septic contractor. The report must be submitted to this department. If the property is not transferring ownership, the septic must be reviewed by certified septic contractor for compliance with Linn County Code of Ordinances Chapter 10, Article VI Private Sewage Disposal Systems.
2. Existing house must be reviewed by Linn County Public Health for compliance with Linn County Code of Ordinances Chapter 105, Article VI Property Maintenance Regulations. If applicable, correction of certain deficiencies may require permits, inspections and final approval from the Building Division of Linn County Planning & Development.

NATURAL RESOURCES CONSERVATION SERVICE

No conditions to be met.

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. Various revisions to the site plan and final plat.
3. 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.
4. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
5. 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.
6. One original and 1 complete copy 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) Ten original signed plat drawings
 - (xii) A covenant for a secondary road assessment
7. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before **APRIL 18, 2023** 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.

Linn County Board of Supervisors

Resolution # _____

JPS22-0004

June 1, 2022

Page 3 of 4

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 June 1, 2023 to be valid.

Passed and approved this 1st day of June, 2022

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Board of Supervisors

Resolution # _____

JPS22-0004

June 1, 2022

Page 4 of 4

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 _____, 2022.

Notary Public State of Iowa



SCHUMACHER ELEVATOR COMPANY
PO Box 393
One Schumacher Way
Denver, Iowa 50622

Phone: (319) 984-5676
Fax: (319) 406-1270
Internet: www.schumacherelevator.com
E-mail: accounting@schumacherelevator.com

Invoice

Billing Address

SOLD TO ACCT NO 1000922
LINN COUNTY FACILITIES - BOS
935 2ND STREET SW
CEDAR RAPIDS IA 52404-2100

Information

Document Number 90550125
Document Date 04/14/2022

Purchase Order No.
Purchase Order Date
Sales Order Number 40005860

Payment Terms Net 30 Days
Billing Date 04/14/2022
Currency USD



1 of 5

Item	Material Description	Quantity	Unit Price	Amount
	<i>Annual invoice for elevator maintenance. This invoice covers 7/1/22-6/30/23.</i>			
0010	FULL MAINTENANCE			
	FULL SERVICE SCHEDULED MAINTENANCE			
0020	FULL MAINTENANCE		5,009.51	5,009.51
	HP-VISITATION-LINN CO JAIL-CEDAR RAPIDS			
	Ship-to party			
	CUST NO 1001916			
	LINN COUNTY JAIL			
	53 3RD AVE BRIDGE			
	CEDAR RAPIDS IA 52401			
0030	FULL MAINTENANCE		4,066.08	4,066.08
	HP-LARGE-LINN CO SHERIFF-C RAPIDS			
	Ship-to party			
	CUST NO 1003541			
	LINN COUNTY SHERIFF			
	310 2ND AVE SW			
	CEDAR RAPIDS IA 52404			
0032	FULL MAINTENANCE			
	HP-SMALL-LINN CO SHERIFF-C RAPIDS			
	Ship-to party			
	CUST NO 1003541			



SCHUMACHER ELEVATOR COMPANY
PO Box 393
One Schumacher Way
Denver, Iowa 50622

Phone: (319) 984-5676
Fax: (319) 406-1270
Internet: www.schumacherelevator.com
E-mail: accounting@schumacherelevator.com

Invoice

Billing Address

SOLD TO ACCT NO 1000922
LINN COUNTY FACILITIES - BOS
935 2ND STREET SW
CEDAR RAPIDS IA 52404-2100

Information

Document Number 90550125
Document Date 04/14/2022

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Item	Material Description	Quantity	Unit Price	Amount
0040	LINN COUNTY SHERIFF 310 2ND AVE SW CEDAR RAPIDS IA 52404 FULL MAINTENANCE		1,623.90	1,623.90
	HP-CENTER-LINN CO COURTHOUSE-CEDR RAPIDS Ship-to party CUST NO 1001915 LINN COUNTY COURTHOUSE 930 1ST ST SW CEDAR RAPIDS IA 52404			
0050	FM SCHIN HP-CMMNTY SRVCS BLDG-LINN CO-CEDAR RAPID Ship-to party CUST NO 1011582 COMMUNITY SERVICES BUILDING 1240 26TH AVE CT SW CEDAR RAPIDS IA 52404		1,916.53	1,916.53
0060	FULL MAINTENANCE TP-#1-SINGLE END-CENTER-SMALL-LINN CO JL Ship-to party CUST NO 1001916 LINN COUNTY JAIL 53 3RD AVE BRIDGE CEDAR RAPIDS IA 52401		14,719.25	14,719.25
0062	FULL MAINTENANCE TP-#4-LINN CO JAIL-CEDAR RAPIDS			



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Item	Material Description	Quantity	Unit Price	Amount
0064	Ship-to party CUST NO 1001916 LINN COUNTY JAIL 53 3RD AVE BRIDGE CEDAR RAPIDS IA 52401 FULL MAINTENANCE TP-#2-DOUBLE-CTR-BIG-LINN CO JAIL			
0080	Ship-to party CUST NO 1001916 LINN COUNTY JAIL 53 3RD AVE BRIDGE CEDAR RAPIDS IA 52401 FULL MAINTENANCE TP-#1-PUBLIC SERVICE CTR-LINN CO-CDR RPD		7,359.74	7,359.74
0082	Ship-to party CUST NO 1012187 PUBLIC SERVICE CENTER 935 2ND ST SW CEDAR RAPIDS IA 52404 FULL MAINTENANCE TP-#2SRVC-PUBLIC SERVICE CTR-LINN CO-CR			



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4 of 5

Item	Material Description	Quantity	Unit Price	Amount
0090	<i>PUBLIC SERVICE CENTER</i> <i>935 2ND ST SW</i> <i>CEDAR RAPIDS IA 52404</i> FULL MAINTENANCE		3,118.59	3,118.59
	TP-JUVENILE JUSTICE CTR-LINN CO-CDR RPDS Ship-to party <i>CUST NO 1011865</i> <i>JUVENILE JUSTICE CENTER</i> <i>211 8TH AVE SW</i> <i>CEDAR RAPIDS IA 52404</i>			
0100	FULL MAINTENANCE		7,429.46	7,429.46
	TP-#1-HARRIS BUILDING-LINN CO-CEDAR RPDS Ship-to party <i>CUST NO 1016661</i> <i>HARRIS BUILDING</i> <i>1020 6TH ST SE</i> <i>CEDAR RAPIDS IA 52401</i>			
0110	FULL MAINTENANCE			
	TP-#2-HARRIS BUILDING-LINN CO-CEDAR RPDS Ship-to party <i>CUST NO 1016661</i>			



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935 2ND STREET SW
CEDAR RAPIDS IA 52404-2100

Information

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5 of 5

Item	Material Description	Quantity	Unit Price	Amount
	HARRIS BUILDING 1020 6TH ST SE CEDAR RAPIDS IA 52401			
			Items Tot	45,243.06
			State Tax	0.00
			County Tax	0.00
			City Tax	0.00
			Total Amount	\$ 45,243.06

Linn County Sheriff's Office

FY 23

Contract for Law Enforcement Services

This contract is entered into by and between Linn County, Iowa, hereafter referred to as Linn County, and the Sheriff of Linn County, Iowa, hereafter referred to as the Linn County Sheriff, and the City of Alburnett, hereafter referred to as the City of Alburnett.

Whereas, the City of Alburnett desires to have Linn County and the Linn County Sheriff provide law enforcement protection; and

Whereas, Linn County and the Linn County Sheriff are willing to provide this service to the City of Alburnett upon the terms and conditions hereinafter set forth,

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the parties hereto legally intending to be bound hereby, do covenant and agree for themselves and their respective successors and assigns as follows:

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Alburnett, for 43 hours per ~~week~~ month, at times determined by the Sheriff's Office.
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Alburnett at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Alburnett, agrees to pay to Linn County the sum of **Thirty-Nine Dollars (\$39.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Alburnett. Such financial responsibilities include, but are not limited to:
 - ♦ Salaries and fringe benefits of the Deputy Sheriff;
 - ♦ Payments for support services and overhead costs;
 - ♦ Maintenance of cost accounting records and the issuance of financial reports; and
 - ♦ Equipment costs, depreciation, and other direct and indirect costs.

All billings and payments for services will be handled through the office of the Linn County Sheriff's Office, in accordance with the practices and procedures of that office.

- 4) Responsibility for the planning and organizing of law enforcement services and determining law enforcement policy, regulations, and other matters pertaining to the services provided to the City of Alburnett by the Deputy Sheriffs are to be determined by the Sheriff of Linn County.
- 5) So as to retain authority over personnel and to maintain effective accountability, the Sheriff of Linn County will be responsible for the hiring, training, assignment, discipline, and dismissal of the Deputy Sheriffs providing services to the City of Alburnett.
- 6) Employment rights of Deputy Sheriffs assigned under this Contract to provide law enforcement services to the City of Alburnett are not to be abridged by Linn County or the Linn County Sheriff.
- 7) Linn County agrees to supply all equipment, including motor vehicles, to the Deputy Sheriffs engaged in providing the services to the City of Alburnett.
- 8) The City of Alburnett shall make available to the Deputy Sheriffs rendering services under the provisions of this Agreement, suitable facilities for the purpose of conducting law enforcement activities.
- 9) Records shall be maintained by the Linn County Sheriff concerning the performance of services rendered to the City of Alburnett under this agreement.
- 10) On at least a monthly basis, the Linn County Sheriff shall provide to the Alburnett City Council service performance data relative to the services provided by the Linn County Sheriff's Office under this Agreement which shall include, but not be limited to:
 - ◆ Time of day the call was received;
 - ◆ Number of calls for service;
 - ◆ Nature of the calls;
 - ◆ Disposition of calls;
- 11) Guidelines for local ordinance enforcement by Deputy Sheriff's providing services under this Agreement shall be determined by the Alburnett City Council.
- 12) Individuals charged with violations of the local ordinances of the City of Alburnett shall be cited to appear in the appropriate Iowa District Court.

- 13) Revenues generated by the law enforcement activities of the Deputy Sheriffs shall be disposed of according to procedures established in the Code of Iowa.
- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Alburnett which is enforced by the Linn County Sheriff as set forth herein, the City of Alburnett shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
- 19) In the event of default by any party subject to this Agreement, any other party subject to this Agreement shall have the right to pursue any course of legal action, which is allowed by law.
- 20) Either party may terminate this Agreement by giving the other party ninety (90) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July, 2022, and continues in effect until the 30th day of June, 2023, or terminated in accordance with the provisions for termination as set out herein.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Linn County, Iowa

Linn County Sheriff

Chairperson

Linn County Board
of Supervisors

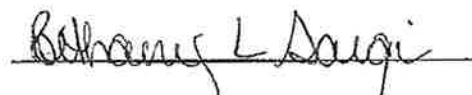
Date



Sheriff of Linn County

5.23.22

Date


Mayor for the City of Alburnett

1/13/2022

Date

Linn County Sheriff's Office

FY 23

Contract for Law Enforcement Services

This contract is entered into by and between Linn County, Iowa, hereafter referred to as Linn County, and the Sheriff of Linn County, Iowa, hereafter referred to as the Linn County Sheriff, and the City of Bertram, hereafter referred to as the City of Bertram.

Whereas, the City of Bertram desires to have Linn County and the Linn County Sheriff provide law enforcement protection; and

Whereas, Linn County and the Linn County Sheriff are willing to provide this service to the City of Bertram upon the terms and conditions hereinafter set forth,

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the parties hereto legally intending to be bound hereby, do covenant and agree for themselves and their respective successors and assigns as follows:

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Bertram, for 10.0 hours per week, at times determined by the Sheriff's Office
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Bertram at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Bertram, agrees to pay to Linn County the sum of **Thirty-Nine Dollars (\$39.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Bertram. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports; and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

All billings and payments for services will be handled through the office of the Linn County Sheriff's Office, in accordance with the practices and procedures of that office.

- 4) Responsibility for the planning and organizing of law enforcement services and determining law enforcement policy, regulations, and other matters pertaining to the services provided to the City of Bertram by the Deputy Sheriffs are to be determined by the Sheriff of Linn County.
- 5) So as to retain authority over personnel and to maintain effective accountability, the Sheriff of Linn County will be responsible for the hiring, training, assignment, discipline, and dismissal of the Deputy Sheriffs providing services to the City of Bertram.
- 6) Employment rights of Deputy Sheriffs assigned under this Contract to provide law enforcement services to the City of Bertram are not to be abridged by Linn County or the Linn County Sheriff.
- 7) Linn County agrees to supply all equipment, including motor vehicles, to the Deputy Sheriffs engaged in providing the services to the City of Bertram.
- 8) The City of Bertram shall make available to the Deputy Sheriffs rendering services under the provisions of this Agreement, suitable facilities for the purpose of conducting law enforcement activities.
- 9) Records shall be maintained by the Linn County Sheriff concerning the performance of services rendered to the City of Bertram under this agreement.
- 10) On at least a monthly basis, the Linn County Sheriff shall provide to the Bertram City Council service performance data relative to the services provided by the Linn County Sheriff's Office under this Agreement which shall include, but not be limited to:
 - ◆ Time of day the call was received;
 - ◆ Number of calls for service;
 - ◆ Nature of the calls;
 - ◆ Disposition of the calls;
- 11) Guidelines for local ordinance enforcement by Deputy Sheriff's providing services under this Agreement shall be determined by the Bertram City Council.
- 12) Individuals charged with violations of the local ordinances of the City of Bertram shall be cited to appear in the appropriate Iowa District Court.

- 13) Revenues generated by the law enforcement activities of the Deputy Sheriffs shall be disposed of according to procedures established in the Code of Iowa.
- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Bertram which is enforced by the Linn County Sheriff as set forth herein, the City of Bertram shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
- 19) In the event of default by any party subject to this Agreement, any other party subject to this Agreement shall have the right to pursue any course of legal action, which is allowed by law.
- 20) Either party may terminate this Agreement by giving the other party ninety (90) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July, 2022, and continues in effect until the 30th day of June, 2023, or terminated in accordance with the provisions for termination as set out herein.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Linn County, Iowa

Linn County Sheriff

Chairperson

Linn County Board
of Supervisors

Date



Sheriff of Linn County



Date



Mayor for the City of Bertram



Date

Linn County Sheriff's Office

FY 23

Contract for Law Enforcement Services

This contract is entered into by and between Linn County, Iowa, hereafter referred to as Linn County, and the Sheriff of Linn County, Iowa, hereafter referred to as the Linn County Sheriff, and the City of Center Point, hereafter referred to as the City of Center Point.

Whereas, the City of Center Point desires to have Linn County and the Linn County Sheriff provide law enforcement protection; and

Whereas, Linn County and the Linn County Sheriff are willing to provide this service to the City of Center Point upon the terms and conditions hereinafter set forth,

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the parties hereto legally intending to be bound hereby, do covenant and agree for themselves and their respective successors and assigns as follows:

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Center Point, for 21 hours per week, at times determined by the Sheriff's Office.
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Center Point at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Center Point, agrees to pay to Linn County the sum of **Thirty-Nine Dollars (\$39.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Center Point. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports; and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

All billings and payments for services will be handled through the office of the Linn County Sheriff's Office, in accordance with the practices and procedures of that office.

- 4) Responsibility for the planning and organizing of law enforcement services and determining law enforcement policy, regulations, and other matters pertaining to the services provided to the City of Center Point by the Deputy Sheriffs are to be determined by the Sheriff of Linn County.
- 5) So as to retain authority over personnel and to maintain effective accountability, the Sheriff of Linn County will be responsible for the hiring, training, assignment, discipline, and dismissal of the Deputy Sheriffs providing services to the City of Center Point.
- 6) Employment rights of Deputy Sheriffs assigned under this Contract to provide law enforcement services to the City of Center Point are not to be abridged by Linn County or the Linn County Sheriff.
- 7) Linn County agrees to supply all equipment, including motor vehicles, to the Deputy Sheriffs engaged in providing the services to the City of Center Point.
- 8) The City of Center Point shall make available to the Deputy Sheriffs rendering services under the provisions of this Agreement, suitable facilities for the purpose of conducting law enforcement activities.
- 9) Records shall be maintained by the Linn County Sheriff concerning the performance of services rendered to the City of Center Point under this agreement.
- 10) On at least a monthly basis, the Linn County Sheriff shall provide to the Center Point City Council service performance data relative to the services provided by the Linn County Sheriff's Office under this Agreement which shall include, but not be limited to:
 - ◆ Time of day the call was received;
 - ◆ Number of calls for service;
 - ◆ Nature of the calls;
 - ◆ Disposition of the calls;
- 11) Guidelines for local ordinance enforcement by Deputy Sheriff's providing services under this Agreement shall be determined by the Center Point City Council.
- 12) Individuals charged with violations of the local ordinances of the City of Center Point shall be cited to appear in the appropriate Iowa District Court.
- 13) Revenues generated by the law enforcement activities of the Deputy Sheriffs shall be disposed of according to procedures established in the Code of Iowa.

- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Center Point which is enforced by the Linn County Sheriff as set forth herein, the City of Center Point shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
- 19) In the event of default by any party subject to this Agreement, any other party subject to this Agreement shall have the right to pursue any course of legal action, which is allowed by law.
- 20) Either party may terminate this Agreement by giving the other party ninety (90) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July, 2022, and continues in effect until the 30th day of June, 2023, or terminated in accordance with the provisions for termination as set out herein.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Linn County, Iowa

Linn County Sheriff

Chairperson

Linn County Board
of Supervisors

Date



Sheriff of Linn County

Date



Mayor for the City of Center Point



Date

Linn County Sheriff's Office
FY 23
Contract for Law Enforcement Services

This contract is entered into by and between Linn County, Iowa, hereafter referred to as Linn County, and the Sheriff of Linn County, Iowa, hereafter referred to as the Linn County Sheriff, and the City of Central City, hereafter referred to as the City of Central City.

Whereas, the City of Central City desires to have Linn County and the Linn County Sheriff provide law enforcement protection; and

Whereas, Linn County and the Linn County Sheriff are willing to provide this service to the City of Central City upon the terms and conditions hereinafter set forth,

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the parties hereto legally intending to be bound hereby, do covenant and agree for themselves and their respective successors and assigns as follows:

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Central City, for 21 hours per week, at times determined by the Sheriff's Office.
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Central City at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Central City, agrees to pay to Linn County the sum of **Thirty-Nine Dollars (\$39.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Central City. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports; and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

All billings and payments for services will be handled through the office of the Linn County Sheriff's Office, in accordance with the practices and procedures of that office.

- 4) Responsibility for the planning and organizing of law enforcement services and determining law enforcement policy, regulations, and other matters pertaining to the services provided to the City of Central City by the Deputy Sheriffs are to be determined by the Sheriff of Linn County.
- 5) So as to retain authority over personnel and to maintain effective accountability, the Sheriff of Linn County will be responsible for the hiring, training, assignment, discipline, and dismissal of the Deputy Sheriffs providing services to the City of Central City.
- 6) Employment rights of Deputy Sheriffs assigned under this Contract to provide law enforcement services to the City of Central City are not to be abridged by Linn County or the Linn County Sheriff.
- 7) Linn County agrees to supply all equipment, including motor vehicles, to the Deputy Sheriffs engaged in providing the services to the City of Central City.
- 8) The City of Central City shall make available to the Deputy Sheriffs rendering services under the provisions of this Agreement, suitable facilities for the purpose of conducting law enforcement activities.
- 9) Records shall be maintained by the Linn County Sheriff concerning the performance of services rendered to the City of Central City under this agreement.
- 10) On at least a monthly basis, the Linn County Sheriff shall provide to the Central City City Council service performance data relative to the services provided by the Linn County Sheriff's Office under this Agreement which shall include, but not be limited to:
 - ◆ Time of day the call was received;
 - ◆ Number of calls for service;
 - ◆ Nature of the calls;
 - ◆ Disposition of calls;
- 11) Guidelines for local ordinance enforcement by Deputy Sheriff's providing services under this Agreement shall be determined by the Central City City Council.
- 12) Individuals charged with violations of the local ordinances of the City of Central City shall be cited to appear in the appropriate Iowa District Court.
- 13) Revenues generated by the law enforcement activities of the Deputy Sheriffs shall be disposed of according to procedures established in the Code of Iowa.

- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Central City which is enforced by the Linn County Sheriff as set forth herein, the City of Central City shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
- 19) In the event of default by any party subject to this Agreement, any other party subject to this Agreement shall have the right to pursue any course of legal action, which is allowed by law.
- 20) Either party may terminate this Agreement by giving the other party ninety (90) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July, 2022, and continues in effect until the 30th day of June, 2023, or terminated in accordance with the provisions for termination as set out herein.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Linn County, Iowa

Linn County Sheriff

Chairperson

Linn County Board
of Supervisors

Date



Sheriff of Linn County



Date



Mayor for the City of Central City



Date

ATTEST:



City Administrator/Clerk

Linn County Sheriff's Office

FY 23

Contract for Law Enforcement Services

This contract is entered into by and between Linn County, Iowa, hereafter referred to as Linn County, and the Sheriff of Linn County, Iowa, hereafter referred to as the Linn County Sheriff, and the City of Coggon, hereafter referred to as the City of Coggon.

Whereas, the City of Coggon desires to have Linn County and the Linn County Sheriff provide law enforcement protection; and

Whereas, Linn County and the Linn County Sheriff are willing to provide this service to the City of Coggon upon the terms and conditions hereinafter set forth,

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the parties hereto legally intending to be bound hereby, do covenant and agree for themselves and their respective successors and assigns as follows:

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Coggon, for 40 hours per ~~week~~ month, at times determined by the Sheriff's Office.
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Coggon at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Coggon, agrees to pay to Linn County the sum of **Thirty-Nine Dollars (\$39.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Coggon. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports; and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

All billings and payments for services will be handled through the office of the Linn County Sheriff's Office, in accordance with the practices and procedures of that office.

- 4) Responsibility for the planning and organizing of law enforcement services and determining law enforcement policy, regulations, and other matters pertaining to the services provided to the City of Coggon by the Deputy Sheriffs are to be determined by the Sheriff of Linn County.
- 5) So as to retain authority over personnel and to maintain effective accountability, the Sheriff of Linn County will be responsible for the hiring, training, assignment, discipline, and dismissal of the Deputy Sheriffs providing services to the City of Coggon.
- 6) Employment rights of Deputy Sheriffs assigned under this Contract to provide law enforcement services to the City of Coggon are not to be abridged by Linn County or the Linn County Sheriff.
- 7) Linn County agrees to supply all equipment, including motor vehicles, to the Deputy Sheriffs engaged in providing the services to the City of Coggon.
- 8) The City of Coggon shall make available to the Deputy Sheriffs rendering services under the provisions of this Agreement, suitable facilities for the purpose of conducting law enforcement activities.
- 9) Records shall be maintained by the Linn County Sheriff concerning the performance of services rendered to the City of Coggon under this agreement.
- 10) On at least a monthly basis, the Linn County Sheriff shall provide to the Coggon City Council service performance data relative to the services provided by the Linn County Sheriff's Office under this Agreement which shall include, but not be limited to:
 - ◆ Time of day the call was received;
 - ◆ Number of calls for service;
 - ◆ Nature of the calls;
 - ◆ Disposition of calls;
- 11) Guidelines for local ordinance enforcement by Deputy Sheriff's providing services under this Agreement shall be determined by the Coggon City Council.
- 12) Individuals charged with violations of the local ordinances of the City of Coggon shall be cited to appear in the appropriate Iowa District Court.

- 13) Revenues generated by the law enforcement activities of the Deputy Sheriffs shall be disposed of according to procedures established in the Code of Iowa.
- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Coggon which is enforced by the Linn County Sheriff as set forth herein, the City of Coggon shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
- 19) In the event of default by any party subject to this Agreement, any other party subject to this Agreement shall have the right to pursue any course of legal action, which is allowed by law.
- 20) Either party may terminate this Agreement by giving the other party ninety (90) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July, 2022, and continues in effect until the 30th day of June, 2023, or terminated in accordance with the provisions for termination as set out herein.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Linn County, Iowa

Linn County Sheriff

Chairperson

Linn County Board
of Supervisors

Date



Sheriff of Linn County



Date



Mayor for the City of Coggon



Date

Linn County Sheriff's Office

FY 23

Contract for Law Enforcement Services

This contract is entered into by and between Linn County, Iowa, hereafter referred to as Linn County, and the Sheriff of Linn County, Iowa, hereafter referred to as the Linn County Sheriff, and the City of Ely, hereafter referred to as the City of Ely.

Whereas, the City of Ely desires to have Linn County and the Linn County Sheriff provide law enforcement protection; and

Whereas, Linn County and the Linn County Sheriff are willing to provide this service to the City of Ely upon the terms and conditions hereinafter set forth,

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the parties hereto legally intending to be bound hereby, do covenant and agree for themselves and their respective successors and assigns as follows:

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Ely, for 25 hours per week, at times determined by the Sheriff's Office.
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Ely at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Ely, agrees to pay to Linn County the sum of **Thirty-Nine Dollars (\$39.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Ely. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports; and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

All billings and payments for services will be handled through the office of the Linn County Sheriff's Office, in accordance with the practices and procedures of that office.

- 4) Responsibility for the planning and organizing of law enforcement services and determining law enforcement policy, regulations, and other matters pertaining to the services provided to the City of Ely by the Deputy Sheriffs are to be determined by the Sheriff of Linn County.
- 5) So as to retain authority over personnel and to maintain effective accountability, the Sheriff of Linn County will be responsible for the hiring, training, assignment, discipline, and dismissal of the Deputy Sheriffs providing services to the City of Ely.
- 6) Employment rights of Deputy Sheriffs assigned under this Contract to provide law enforcement services to the City of Ely are not to be abridged by Linn County or the Linn County Sheriff.
- 7) Linn County agrees to supply all equipment, including motor vehicles, to the Deputy Sheriffs engaged in providing the services to the City of Ely.
- 8) The City of Ely shall make available to the Deputy Sheriffs rendering services under the provisions of this Agreement, suitable facilities for the purpose of conducting law enforcement activities.
- 9) Records shall be maintained by the Linn County Sheriff concerning the performance of services rendered to the City of Ely under this agreement.
- 10) On at least a monthly basis, the Linn County Sheriff shall provide to the Ely City Council service performance data relative to the services provided by the Linn County Sheriff's Office under this Agreement which shall include, but not be limited to:
 - ◆ Time of day the call was received;
 - ◆ Number of calls for service;
 - ◆ Nature of the calls;
 - ◆ Disposition of calls;
- 11) Guidelines for local ordinance enforcement by Deputy Sheriff's providing services under this Agreement shall be determined by the Ely City Council.
- 12) Individuals charged with violations of the local ordinances of the City of Ely shall be cited to appear in the appropriate Iowa District Court.

- 13) Revenues generated by the law enforcement activities of the Deputy Sheriffs shall be disposed of according to procedures established in the Code of Iowa.
- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Ely which is enforced by the Linn County Sheriff as set forth herein, the City of Ely shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
- 19) In the event of default by any party subject to this Agreement, any other party subject to this Agreement shall have the right to pursue any course of legal action, which is allowed by law.
- 20) Either party may terminate this Agreement by giving the other party ninety (90) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July, 2022, and continues in effect until the 30th day of June, 2023, or terminated in accordance with the provisions for termination as set out herein.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Linn County, Iowa

Linn County Sheriff

Chairperson



Sheriff of Linn County

Linn County Board
of Supervisors

5.23.22

Date

Date

DocuSigned by:

A2EAB9CB10EF405...

Mayor for the City of Ely

DocuSigned by:

A729B8F4AD904ED...

Luanne R. Miller, Clerk

4/7/2022

Date

4/7/2022

Linn County Sheriff's Office
FY 23
Contract for Law Enforcement Services

This contract is entered into by and between Linn County, Iowa, hereafter referred to as Linn County, and the Sheriff of Linn County, Iowa, hereafter referred to as the Linn County Sheriff, and the City of Fairfax, hereafter referred to as the City of Fairfax.

Whereas, the City of Fairfax desires to have Linn County and the Linn County Sheriff provide law enforcement protection; and

Whereas, Linn County and the Linn County Sheriff are willing to provide this service to the City of Fairfax upon the terms and conditions hereinafter set forth,

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the parties hereto legally intending to be bound hereby, do covenant and agree for themselves and their respective successors and assigns as follows:

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Fairfax, for 18 hours per week, at times determined by the Sheriff's Office.
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Fairfax at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Fairfax, agrees to pay to Linn County the sum of **Thirty-Nine Dollars (\$39.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Fairfax. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports;
and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

All billings and payments for services will be handled through the office of the Linn County Sheriff's Office, in accordance with the practices and procedures of that office.

- 4) Responsibility for the planning and organizing of law enforcement services and determining law enforcement policy, regulations, and other matters pertaining to the services provided to the City of Fairfax by the Deputy Sheriffs are to be determined by the Sheriff of Linn County.
- 5) So as to retain authority over personnel and to maintain effective accountability, the Sheriff of Linn County will be responsible for the hiring, training, assignment, discipline, and dismissal of the Deputy Sheriffs providing services to the City of Fairfax.
- 6) Employment rights of Deputy Sheriffs assigned under this Contract to provide law enforcement services to the City of Fairfax are not to be abridged by Linn County or the Linn County Sheriff.
- 7) Linn County agrees to supply all equipment, including motor vehicles, to the Deputy Sheriffs engaged in providing the services to the City of Fairfax.
- 8) The City of Fairfax shall make available to the Deputy Sheriffs rendering services under the provisions of this Agreement, suitable facilities for the purpose of conducting law enforcement activities.
- 9) Records shall be maintained by the Linn County Sheriff concerning the performance of services rendered to the City of Fairfax under this agreement.
- 10) On at least a monthly basis, the Linn County Sheriff shall provide to the Fairfax City Council service performance data relative to the services provided by the Linn County Sheriff's Office under this Agreement which shall include, but not be limited to:
 - ◆ Time of day the call was received;
 - ◆ Number of calls for service;
 - ◆ Nature of the calls;
 - ◆ Disposition of calls;
- 11) Guidelines for local ordinance enforcement by Deputy Sheriff's providing services under this Agreement shall be determined by the Fairfax City Council.
- 12) Individuals charged with violations of the local ordinances of the City of Fairfax shall be cited to appear in the appropriate Iowa District Court.

- 13) Revenues generated by the law enforcement activities of the Deputy Sheriffs shall be disposed of according to procedures established in the Code of Iowa.
- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Fairfax which is enforced by the Linn County Sheriff as set forth herein, the City of Fairfax shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
- 19) In the event of default by any party subject to this Agreement, any other party subject to this Agreement shall have the right to pursue any course of legal action, which is allowed by law.
- 20) Either party may terminate this Agreement by giving the other party ninety (90) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July, 2022, and continues in effect until the 30th day of June, 2023, or terminated in accordance with the provisions for termination as set out herein.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Linn County, Iowa

Linn County Sheriff

Chairperson

Linn County Board
of Supervisors

Date



Sheriff of Linn County



Date



Mayor for the City of Fairfax



Date

Linn County Sheriff's Office
FY 23
Contract for Law Enforcement Services

This contract is entered into by and between Linn County, Iowa, hereafter referred to as Linn County, and the Sheriff of Linn County, Iowa, hereafter referred to as the Linn County Sheriff, and the City of Palo, hereafter referred to as the City of Palo.

Whereas, the City of Palo desires to have Linn County and the Linn County Sheriff provide law enforcement protection; and

Whereas, Linn County and the Linn County Sheriff are willing to provide this service to the City of Palo upon the terms and conditions hereinafter set forth,

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the parties hereto legally intending to be bound hereby, do covenant and agree for themselves and their respective successors and assigns as follows:

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Palo, for 87 hours per ~~week~~, at times determined by the Sheriff's Office.
hours month long
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Palo at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Palo, agrees to pay to Linn County the sum of **Thirty-Nine Dollars (\$39.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Palo. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports; and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

All billings and payments for services will be handled through the office of the Linn County Sheriff's Office, in accordance with the practices and procedures of that office.

- 4) Responsibility for the planning and organizing of law enforcement services and determining law enforcement policy, regulations, and other matters pertaining to the services provided to the City of Palo by the Deputy Sheriffs are to be determined by the Sheriff of Linn County.
- 5) So as to retain authority over personnel and to maintain effective accountability, the Sheriff of Linn County will be responsible for the hiring, training, assignment, discipline, and dismissal of the Deputy Sheriffs providing services to the City of Palo.
- 6) Employment rights of Deputy Sheriffs assigned under this Contract to provide law enforcement services to the City of Palo are not to be abridged by Linn County or the Linn County Sheriff.
- 7) Linn County agrees to supply all equipment, including motor vehicles, to the Deputy Sheriffs engaged in providing the services to the City of Palo.
- 8) The City of Palo shall make available to the Deputy Sheriffs rendering services under the provisions of this Agreement, suitable facilities for the purpose of conducting law enforcement activities.
- 9) Records shall be maintained by the Linn County Sheriff concerning the performance of services rendered to the City of Palo under this agreement.
- 10) On at least a monthly basis, the Linn County Sheriff shall provide to the Palo City Council service performance data relative to the services provided by the Linn County Sheriff's Office under this Agreement which shall include, but not be limited to:
 - ◆ Time of day the call was received;
 - ◆ Number of calls for service;
 - ◆ Nature of the calls;
 - ◆ Disposition of calls;
- 11) Guidelines for local ordinance enforcement by Deputy Sheriff's providing services under this Agreement shall be determined by the Palo City Council.
- 12) Individuals charged with violations of the local ordinances of the City of Palo shall be cited to appear in the appropriate Iowa District Court.

- 13) Revenues generated by the law enforcement activities of the Deputy Sheriffs shall be disposed of according to procedures established in the Code of Iowa.
- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Palo which is enforced by the Linn County Sheriff as set forth herein, the City of Palo shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
- 19) In the event of default by any party subject to this Agreement, any other party subject to this Agreement shall have the right to pursue any course of legal action, which is allowed by law.
- 20) Either party may terminate this Agreement by giving the other party thirty (30) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July 2022, and continues in effect until the 30th day of June, 2023, or terminated in accordance with the provisions for termination as set out herein.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Linn County, Iowa

Linn County Sheriff

Chairperson

Linn County Board
of Supervisors

Date



Sheriff of Linn County

5.23.22

Date



Mayor for the City of Palo

3/28/2022

Date

Linn County Sheriff's Office

FY 23

Contract for Law Enforcement Services

This contract is entered into by and between Linn County, Iowa, hereafter referred to as Linn County, and the Sheriff of Linn County, Iowa, hereafter referred to as the Linn County Sheriff, and the City of Prairieburg, hereafter referred to as the City of Prairieburg.

Whereas, the City of Prairieburg desires to have Linn County and the Linn County Sheriff provide law enforcement protection; and

Whereas, Linn County and the Linn County Sheriff are willing to provide this service to the City of Prairieburg upon the terms and conditions hereinafter set forth,

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the parties hereto legally intending to be bound hereby, do covenant and agree for themselves and their respective successors and assigns as follows:

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Prairieburg, for 9 hours per week, at times determined by the Sheriff's Office. *month*
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Prairieburg at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Prairieburg, agrees to pay to Linn County the sum of **Thirty-Nine Dollars (\$39.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Prairieburg. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports; and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

All billings and payments for services will be handled through the office of the Linn County Sheriff's Office, in accordance with the practices and procedures of that office.

- 4) Responsibility for the planning and organizing of law enforcement services and determining law enforcement policy, regulations, and other matters pertaining to the services provided to the City of Prairieburg by the Deputy Sheriffs are to be determined by the Sheriff of Linn County.
- 5) So as to retain authority over personnel and to maintain effective accountability, the Sheriff of Linn County will be responsible for the hiring, training, assignment, discipline, and dismissal of the Deputy Sheriffs providing services to the City of Prairieburg.
- 6) Employment rights of Deputy Sheriffs assigned under this Contract to provide law enforcement services to the City of Prairieburg are not to be abridged by Linn County or the Linn County Sheriff.
- 7) Linn County agrees to supply all equipment, including motor vehicles, to the Deputy Sheriffs engaged in providing the services to the City of Prairieburg.
- 8) The City of Prairieburg shall make available to the Deputy Sheriffs rendering services under the provisions of this Agreement, suitable facilities for the purpose of conducting law enforcement activities.
- 9) Records shall be maintained by the Linn County Sheriff concerning the performance of services rendered to the City of Prairieburg under this agreement.
- 10) On at least a monthly basis, the Linn County Sheriff shall provide to the Prairieburg City Council service performance data relative to the services provided by the Linn County Sheriff's Office under this Agreement which shall include, but not be limited to:
 - ◆ Time of day the call was received;
 - ◆ Number of calls for service;
 - ◆ Nature of the calls;
 - ◆ Disposition of calls;
- 11) Guidelines for local ordinance enforcement by Deputy Sheriff's providing services under this Agreement shall be determined by the Prairieburg City Council.
- 12) Individuals charged with violations of the local ordinances of the City of Prairieburg shall be cited to appear in the appropriate Iowa District Court.
- 13) Revenues generated by the law enforcement activities of the Deputy Sheriffs shall be disposed of according to procedures established in the Code of Iowa.

- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Prairieburg which is enforced by the Linn County Sheriff as set forth herein, the City of Prairieburg shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
- 19) In the event of default by any party subject to this Agreement, any other party subject to this Agreement shall have the right to pursue any course of legal action, which is allowed by law.
- 20) Either party may terminate this Agreement by giving the other party ninety (90) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July, 2022, and continues in effect until the 30th day of June, 2023, or terminated in accordance with the provisions for termination as set out herein.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Linn County, Iowa

Linn County Sheriff

Chairperson

Linn County Board
of Supervisors

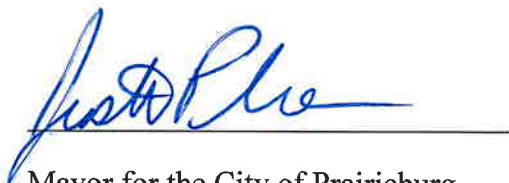
Date



Sheriff of Linn County

5.23.22

Date



Mayor for the City of Prairieburg

12-14-21

Date

Linn County Sheriff's Office
FY 23
Contract for Law Enforcement Services

This contract is entered into by and between Linn County, Iowa, hereafter referred to as Linn County, and the Sheriff of Linn County, Iowa, hereafter referred to as the Linn County Sheriff, and the City of Springville, hereafter referred to as the City of Springville.

Whereas, the City of Springville desires to have Linn County and the Linn County Sheriff provide law enforcement protection; and

Whereas, Linn County and the Linn County Sheriff are willing to provide this service to the City of Springville upon the terms and conditions hereinafter set forth,

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the parties hereto legally intending to be bound hereby, do covenant and agree for themselves and their respective successors and assigns as follows:

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Springville, for 80 hours per ~~week~~^{month}, at times determined by the Sheriff's Office.
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Springville at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Springville, agrees to pay to Linn County the sum of **Thirty-Nine Dollars (\$39.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Springville. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports; and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

All billings and payments for services will be handled through the office of the Linn County Sheriff's Office, in accordance with the practices and procedures of that office.

- 4) Responsibility for the planning and organizing of law enforcement services and determining law enforcement policy, regulations, and other matters pertaining to the services provided to the City of Springville by the Deputy Sheriffs are to be determined by the Sheriff of Linn County.
- 5) So as to retain authority over personnel and to maintain effective accountability, the Sheriff of Linn County will be responsible for the hiring, training, assignment, discipline, and dismissal of the Deputy Sheriffs providing services to the City of Springville.
- 6) Employment rights of Deputy Sheriffs assigned under this Contract to provide law enforcement services to the City of Springville are not to be abridged by Linn County or the Linn County Sheriff.
- 7) Linn County agrees to supply all equipment, including motor vehicles, to the Deputy Sheriffs engaged in providing the services to the City of Springville.
- 8) The City of Springville shall make available to the Deputy Sheriffs rendering services under the provisions of this Agreement, suitable facilities for the purpose of conducting law enforcement activities.
- 9) Records shall be maintained by the Linn County Sheriff concerning the performance of services rendered to the City of Springville under this agreement.
- 10) On at least a monthly basis, the Linn County Sheriff shall provide to the Springville City Council service performance data relative to the services provided by the Linn County Sheriff's Office under this Agreement which shall include, but not be limited to:
 - ◆ Time of day the call was received;
 - ◆ Number of calls for service;
 - ◆ Nature of the calls;
 - ◆ Disposition of calls;
- 11) Guidelines for local ordinance enforcement by Deputy Sheriff's providing services under this Agreement shall be determined by the Springville City Council.
- 12) Individuals charged with violations of the local ordinances of the City of Springville shall be cited to appear in the appropriate Iowa District Court.
- 13) Revenues generated by the law enforcement activities of the Deputy Sheriffs shall be disposed of according to procedures established in the Code of Iowa.

- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Springville which is enforced by the Linn County Sheriff as set forth herein, the City of Springville shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
- 19) In the event of default by any party subject to this Agreement, any other party subject to this Agreement shall have the right to pursue any course of legal action, which is allowed by law.
- 20) Either party may terminate this Agreement by giving the other party ninety (90) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July, 2022, and continues in effect until the 30th day of June, 2023, or terminated in accordance with the provisions for termination as set out herein.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Linn County, Iowa

Linn County Sheriff

Chairperson

Linn County Board
of Supervisors

Date



Sheriff of Linn County



Date


Mayor for the City of Springville



Date

Linn County Sheriff's Office
FY 23
Contract for Law Enforcement Services

This contract is entered into by and between Linn County, Iowa, hereafter referred to as Linn County, and the Sheriff of Linn County, Iowa, hereafter referred to as the Linn County Sheriff, and the City of Walford, hereafter referred to as the City of Walford.

Whereas, the City of Walford desires to have Linn County and the Linn County Sheriff provide law enforcement protection; and

Whereas, Linn County and the Linn County Sheriff are willing to provide this service to the City of Walford upon the terms and conditions hereinafter set forth,

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the parties hereto legally intending to be bound hereby, do covenant and agree for themselves and their respective successors and assigns as follows:

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Walford, for 30 hours per week, at times determined by the Sheriff's Office.
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Walford at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Walford, agrees to pay to Linn County the sum of **Thirty-Nine Dollars (\$39.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Walford. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports; and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

All billings and payments for services will be handled through the office of the Linn County Sheriff's Office, in accordance with the practices and procedures of that office.

- 4) Responsibility for the planning and organizing of law enforcement services and determining law enforcement policy, regulations, and other matters pertaining to the services provided to the City of Walford by the Deputy Sheriffs are to be determined by the Sheriff of Linn County.
- 5) So as to retain authority over personnel and to maintain effective accountability, the Sheriff of Linn County will be responsible for the hiring, training, assignment, discipline, and dismissal of the Deputy Sheriffs providing services to the City of Walford.
- 6) Employment rights of Deputy Sheriffs assigned under this Contract to provide law enforcement services to the City of Walford are not to be abridged by Linn County or the Linn County Sheriff.
- 7) Linn County agrees to supply all equipment, including motor vehicles, to the Deputy Sheriffs engaged in providing the services to the City of Walford.
- 8) The City of Walford shall make available to the Deputy Sheriffs rendering services under the provisions of this Agreement, suitable facilities for the purpose of conducting law enforcement activities.
- 9) Records shall be maintained by the Linn County Sheriff concerning the performance of services rendered to the City of Walford under this agreement.
- 10) On at least a monthly basis, the Linn County Sheriff shall provide to the Walford City Council service performance data relative to the services provided by the Linn County Sheriff's Office under this Agreement which shall include, but not be limited to:
 - ◆ Time of day the call was received;
 - ◆ Number of calls for service;
 - ◆ Nature of the calls;
 - ◆ Disposition of calls;
- 11) Guidelines for local ordinance enforcement by Deputy Sheriff's providing services under this Agreement shall be determined by the Walford City Council.
- 12) Individuals charged with violations of the local ordinances of the City of Walford shall be cited to appear in the appropriate Iowa District Court.

- 13) Revenues generated by the law enforcement activities of the Deputy Sheriffs shall be disposed of according to procedures established in the Code of Iowa.
- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Walford which is enforced by the Linn County Sheriff as set forth herein, the City of Walford shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
- 19) In the event of default by any party subject to this Agreement, any other party subject to this Agreement shall have the right to pursue any course of legal action, which is allowed by law.
- 20) Either party may terminate this Agreement by giving the other party ninety (90) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July, 2022, and continues in effect until the 30th day of June, 2023, or terminated in accordance with the provisions for termination as set out herein.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Linn County, Iowa

Linn County Sheriff

Chairperson

Linn County Board
of Supervisors

Date



Sheriff of Linn County



Date



Mayor for the City of Walford



Date

Linn County Sheriff's Office

FY 23

Contract for Law Enforcement Services

This contract is entered into by and between Linn County, Iowa, hereafter referred to as Linn County, and the Sheriff of Linn County, Iowa, hereafter referred to as the Linn County Sheriff, and the City of Walker, hereafter referred to as the City of Walker.

Whereas, the City of Walker desires to have Linn County and the Linn County Sheriff provide law enforcement protection; and

Whereas, Linn County and the Linn County Sheriff are willing to provide this service to the City of Walker upon the terms and conditions hereinafter set forth,

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the parties hereto legally intending to be bound hereby, do covenant and agree for themselves and their respective successors and assigns as follows:

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Walker, for 14 hours per week, at times determined by the Sheriff's Office.
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Walker at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Walker, agrees to pay to Linn County the sum of **Thirty-Nine Dollars (\$39.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Walker. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports; and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

All billings and payments for services will be handled through the office of the Linn County Sheriff's Office, in accordance with the practices and procedures of that office.

- 4) Responsibility for the planning and organizing of law enforcement services and determining law enforcement policy, regulations, and other matters pertaining to the services provided to the City of Walker by the Deputy Sheriffs are to be determined by the Sheriff of Linn County.
- 5) So as to retain authority over personnel and to maintain effective accountability, the Sheriff of Linn County will be responsible for the hiring, training, assignment, discipline, and dismissal of the Deputy Sheriffs providing services to the City of Walker.
- 6) Employment rights of Deputy Sheriffs assigned under this Contract to provide law enforcement services to the City of Walker are not to be abridged by Linn County or the Linn County Sheriff.
- 7) Linn County agrees to supply all equipment, including motor vehicles, to the Deputy Sheriffs engaged in providing the services to the City of Walker.
- 8) The City of Walker shall make available to the Deputy Sheriffs rendering services under the provisions of this Agreement, suitable facilities for the purpose of conducting law enforcement activities.
- 9) Records shall be maintained by the Linn County Sheriff concerning the performance of services rendered to the City of Walker under this agreement.
- 10) On at least a monthly basis, the Linn County Sheriff shall provide to the Walker City Council service performance data relative to the services provided by the Linn County Sheriff's Office under this Agreement which shall include, but not be limited to:
 - ◆ Time of day the call was received;
 - ◆ Number of calls for service;
 - ◆ Nature of the calls;
 - ◆ Disposition of calls;
- 11) Guidelines for local ordinance enforcement by Deputy Sheriff's providing services under this Agreement shall be determined by the Walker City Council.
- 12) Individuals charged with violations of the local ordinances of the City of Walker shall be cited to appear in the appropriate Iowa District Court.

- 13) Revenues generated by the law enforcement activities of the Deputy Sheriffs shall be disposed of according to procedures established in the Code of Iowa.
- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Walker which is enforced by the Linn County Sheriff as set forth herein, the City of Walker shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
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- 20) Either party may terminate this Agreement by giving the other party ninety (90) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July, 2022, and continues in effect until the 30th day of June, 2023, or terminated in accordance with the provisions for termination as set out herein.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Linn County, Iowa

Linn County Sheriff

Chairperson

Linn County Board
of Supervisors

Date



Sheriff of Linn County

Date



Mayor for the City of Walker

Date

5.23.22

12-14-21



AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Wanatee Park Maintenance Building
Office Addition
Wanatee Park
4351 Squaw Ln.
Marion, IA 52302

CONTRACT INFORMATION:
Contract For: General Construction

Date: February 10, 2022

CHANGE ORDER INFORMATION:
Change Order Number: 001 Revised

Date: May 25, 2022

OWNER: *(Name and address)*
Linn County Board of Supervisors
Jean Oxley Public Service Center
935 2nd Street, SW
Cedar Rapids, IA 52404

ARCHITECT: *(Name and address)*
Design Dynamics, Inc.
119 14th Street, SE
Cedar Rapids, IA 52403

CONTRACTOR: *(Name and address)*
Loecke Building Services, Inc.
1919 210th Street
Manchester, IA 52057

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

COR 1 Provide and install 6" draintile on north side of addition route to the SW to existing ditch and add 6" draintile on the south side of the addition connect to existing drain tile. Add \$1,943.00

COR 2 Door 100 delete door, frame and hardware add relocate existing door. Door 102 delete door, frame and hardware add relocate existing door and revise frame for new lockset. Deduct \$2,189.00

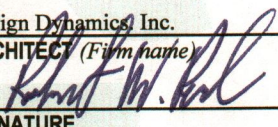
COR 3 Replace two existing concrete stoop slabs. Add additional concrete to three sides of addition where seal coat paving was removed to install addition foundations. Add \$5,263.00

The original Contract Sum was	\$	135,600.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	135,600.00
The Contract Sum will be increased by this Change Order in the amount of	\$	5,017.00
The new Contract Sum including this Change Order will be	\$	140,617.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be N/A

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Design Dynamics, Inc.
ARCHITECT *(Firm name)*


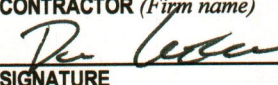
SIGNATURE

Robert W Peck, President

PRINTED NAME AND TITLE

5.27.2022

DATE

Loecke Building Services, Inc.
CONTRACTOR *(Firm name)*


SIGNATURE

Don Loecke, President

PRINTED NAME AND TITLE

5/26/2022

DATE

Linn County Board of Supervisors
OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

APPLICATION FOR DISPLAY FIREWORKS PERMIT

Submit completed application at least fourteen (14) days prior to the proposed use of display fireworks to:
Linn County Auditor, 935 Second Street SE, Cedar Rapids, IA 52404

Display	Date: <u>July 9th, 2022</u>
	Start Time: <u>dusk</u> 10-12 minutes Ending Time: _____
	Location: <u>229 Abbottsford Rd, Cedar Rapids</u>

Applicant	Name: <u>Susan Skalinski / JMM</u>	Date of Birth: _____
	Address: <u>18064 170th Ave., Yarmouth, IA 52660</u>	
	E-Mail: <u>susan@jandmdisplays.com</u>	Phone: <u>319 344 2655</u>

Sponsor	Name: <u>Jared Morris</u>
	Address: <u>229 Abbottsford Rd, Cedar Rapids</u>
	E-Mail: <u>jaredmorris35@hotmail.com</u> Phone: <u>319-360-8156</u>

Operator	Name: <u>David Oetken</u>	Date of Birth: <u>1982</u>
	Address: _____	
	E-Mail: <u>Superdave@jandmdisplays.com</u>	Phone: <u>319 457 1405 cell</u>
	Check the safety requirement(s) met by the Operator (proof may be required).	
	☒ Display Operator Certification from Pyrotechnics Guild Int. Cert. # _____	
	☒ Current, valid firework's operator license State: <u>IL</u> Lic. # <u>16060003100176</u>	
	☐ Equivalent safety training and experience	
	Please explain: _____	

Insurance	Insurance Company: <u>Britten & Gallagher</u>
	Insurance Coverage Amount: <u>\$10,000,000</u>

Fire Prevention	Fire Prevention Measures (attach additional sheets if necessary): <u>See Attached</u>
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I, the Applicant, hereby affirm: I have read Linn County Resolution No. 2019-5-83 establishing provisions for the permitting and use of fireworks and I understand the provisions listed in the resolution; No person shall handle or explode fireworks while under the influence of alcohol or drugs that could adversely affect judgment, movements, or stability; No person who is not 18 years of age will set up or explode fireworks; No person who does not meet at least one of the safety requirements of an Operator, or who is not under the direct supervision of an Operator will set up or explode fireworks; The Operator will conduct a thorough search for unexploded fireworks or fuses at the conclusion of the display. Any unexploded fireworks will be stored or disposed of in a safe manner; The Applicant, Sponsor and Operator will follow the provisions of Resolution 2019-5-83, and Iowa law. Further, I specifically agree to protect, defend, and hold Linn County, its officers and employees, and the fire chief or assistant fire chief who signs this permit application, harmless from any and all damages or claims for damages that might arise or accrue by reason of the granting of the permit for which I have applied.

Applicant's Signature: <u>Susan Skalinski</u>	Date: <u>5-20-22</u>
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I approve of the location and fire prevention measures for this use of display fireworks.

Fire Chief or Asst. Fire Chief's Signature: <u>Joel D. Miller</u>	Dept. <u>Marion Fire</u>	Date: <u>5-20-22</u>
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Linn County Risk Manager's Signature: <u>Joel D. Miller</u>	Date: <u>05/23/2022</u>
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This application was approved by the Linn County Board of Supervisors on the _____ day of _____, 20____

Attest: _____, Joel D. Miller, Linn County Auditor

cc: Linn County Sheriff's Office



AMENDMENT #1

AMERICAN RESCUE PLAN ACT SUBAWARD AGREEMENT

Federal Awarding Agency: U.S. Department of the Treasury

Federal Award Number: SLFRP0336

Assistance Listing (CFDA): 21.027 Coronavirus State and Local Fiscal Recovery Fund

Federal Award Date: May 19, 2021

Subaward Number: ARPA2022-010

Pass-Through Entity (PTE):	Subrecipient:
Linn County, Iowa	Willis Dady Emergency Shelter, Inc.
935 2 nd Street SW	1247 4 th Ave SE
Cedar Rapids, IA	Cedar Rapids, IA 52403
	UEI #: EW9WSQQJ3YA7
Subaward Budget Period Start date: 7/1/2022 End date: 6/30/2024	
Period of Performance Start date: 7/1/2022 End date: 6/30/2024	
Amount of additional federal funds obligated by this action: \$0.00	
Total amount of additional federal funds obligated to the Subrecipient: \$0.00	
Total amount of the federal funds committed to the Subrecipient: \$75,000.00	
Project Title: On-Site Mental Health Care for Individuals Experiencing Homelessness at Willis Dady Homeless Services	
Is Project for Research & Development? ☐ Yes ☒ No	

Amend as follows: Change to EXHIBIT A1

Budget for Willis Dady Homeless Services Request for:
On-Site Mental Health Care for Individuals Experiencing Homelessness at Willis Dady Homeless Services

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

SUBRECIPIENT:
WILLIS DADY EMERGENCY SHELTER, INC

Board Chair

Authorized Representative

Date

Date

Budget for Willis Dady Homeless Services Request for:

On-Site Mental Health Care for Individuals Experiencing Homelessness at Willis Dady Homeless Services

	Year 1	Year 2
Contract Cost:	\$10,000	\$10,000
Unbillable Hour Coverage	\$28,600	\$22,880
Out of Pocket Coverage	\$1,320	\$1,320
Admin 10%	\$ 3,992.00	\$ 3,420.00
Total Funding per Year:	\$43,912	\$37,620

*\$6,532 will be covered by other grant funding and general donations

Total Request: \$81,532

Contract Cost:

Full-time mental health professional at Willis Dady Emergency Shelter paid to Tanager Place

Unbillable Hour Coverage:

25 billable hours/week--out of pocket pay to cover any unbillable hours at \$110/hour

Year 1:	5 hours/week	\$550/week
Year 2:	4 hours/week	\$440/week
Year 3:	3 hours/week	\$330/week
Year 4:	2 hours/week	\$220/week

Out of Pocket Coverage:

\$110 out of pocket coverage/uninsured client ~1/month \$1,320/year

Administration:

Staff time for billing, invoicing, and accounting

Office space, utilities, and technology upkeep

Supervision

EXHIBIT A1 - AMENDED

Budget for Willis Dady Homeless Services Request for:

On-Site Mental Health Care for Individuals Experiencing Homelessness at Willis Dady Homeless Services

	Year 1	Year 2		
Contract Cost:	\$15,000	\$15,000		
Unbillable Hour Coverage	\$28,600	\$22,880		
Out of Pocket Coverage	\$1,320	\$1,320		
Admin 10%	\$ 4,492.00	\$3,920.00		
Total Funding per Year:	\$49,412	\$43,120		

Total Request: \$92,532 **\$17,532 will be provided directly through individual donations and separate grant funds.

Contract Cost:

Full-time mental health professional at Willis Dady Emergency Shelter paid to Tanager Place

Unbillable Hour Coverage:

25 billable hours/week--out of pocket pay to cover any unbillable hours at \$110/hour

Year 1:	5 hours/week	\$550/week
Year 2:	4 hours/week	\$440/week
Year 3:	3 hours/week	\$330/week
Year 4:	2 hours/week	\$220/week

Out of Pocket Coverage:

\$110 out of pocket coverage/uninsured client ~1/month \$1,320/year

Administration:

Staff time for billing, invoicing, and accounting

Office space, utilities, and technology upkeep

Supervision