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 Maquoketa River Watershed Management Authority’s amendment to its bylaws regarding meeting frequency and quorum requirements.

Approve financial commitment to the Maquoketa River Watershed Management Authority in the amount of $211.00.

Reports
Receive and place on file the Veteran Affairs Monthly Report for April 2019

Resolutions
Resolution to approve Residential Parcel Split for Grubbs Creek Road First Addition, Case JPS19-0004

Resolution to approve Land Preservation Parcel Split for Grubbs Creek Road Second Addition, Case JLPS19-0002

Resolution to allow permission for the use of roads in Linn County for the Pigman Triathlon on Sunday, June 2, 2019 noting Risk Management, Secondary Roads, and the Linn County Sheriff’s Office have addressed all requirements.

Contract and Agreements
Award bid and authorize chairperson to sign contract documents for M-BR 762 Repair, bridge repair on Sutton Road, to Jim Schroeder Construction, Inc. in the amount of $12,750.00.

Approve and authorize Chair to sign 28E Agreement between Linn County and the Maquoketa River Watershed Management Authority.
Approve and authorize Chair to sign 28E Agreement between Linn County and the City of Robins for an asphalt paving project on Quass Road from the City of Robins north to County Home Road.

Authorize Chair to sign Pre-Employment Training Agreement for Kyle James Titus, a new employee of the Linn County Sheriff’s office, in the amount of $34,750.99.

Authorize Chair to sign Pre-Employment Training Agreement for Valerie Mensen, a new employee of the Linn County Sheriff’s office, in the amount of $34,750.99.

Authorize Chair to sign Pre-Employment Training Agreement for Nicholas McClain, a new employee of the Linn County Sheriff’s office, in the amount of $34,750.99.

Authorize Chair to sign Pre-Employment Training Agreement for Philip Williams, a new employee of the Linn County Sheriff’s office, in the amount of $32,020.73.

Authorize Chair to sign Pre-Employment Training Agreement for Michael Schump, a new employee of the Linn County Sheriff's office, in the amount of $29,797.96.

Authorize Chair to sign Pre-Employment Training Agreement for David Hallett, a new employee of the Linn County Sheriff’s office, in the amount of $30,066.46.

Authorize Chair to sign Pre-Employment Training Agreement for Steve Mariette, a new employee of the Linn County Sheriff’s office, in the amount of $34,314.23.

Authorize Chair to sign Pre-Employment Training Agreement for Kieran Robuck, a new employee of the Linn County Sheriff’s office, in the amount of $23,003.22.

Approve and authorize Chair to sign Iowa Department of Transportation (IDOT) payment to pay IDOT from Linn County’s Farm to Market fund for materials testing on project BRS-C057(132)—60-57, bridge replacement on Spencers Grove Road.

Approve and authorize Chair to sign professional services contract in the amount of $5,800.00 for Presentations Inc. for design of interior signage for the Dr. Percy and Lileah Harris building.

Approve Adopt-A-Roadside application for Thomas Jefferson High School to adopt Ellis Road NW (county portions only) from Cedar Rapids city limits to Covington Road.

Approve and authorize Chair to sign the FY20 Provider Contract Service and Rate Attachment between Options of Linn County and the MH/DS of the East Central Region.

Authorize Chair to sign 36 month lease agreement at $208.54 per month with Advanced Systems Inc. for a copier for the Auditor’s Office.

Authorize Chair to sign purchase order #5532 for $37,017.00 to Hawkeye Electric for 7 generators for the Secondary Roads shops.

Licenses & Permits
Regular Agenda

Discuss and Decide on Consent Agenda

Minutes
Discuss and decide on meeting minutes.

Discuss and decide on the Linn County Community Services recommendations for use of the FY19 budget surplus, subject to LCCS Board approval.

Public Comment: Five Minute Limit per Speaker
This is an opportunity for the public to address the board on any subject pertaining to board business.

Claims
Discuss and decide on claims.

Board Member Reports

Legislative Update

Correspondence

Appointments

Adjournment

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncounty.org.
Amendment to Current MR WMA By-Laws - APPROVED April 30, 2019

The MR WMA Members voted to change the definition of quorum and to reduce the minimum number of required meetings per year.

Previous By-Laws Read:

8. MEETINGS
A. Regular Board Meetings
   The Board shall generally meet quarterly at such time and place as may be designated by the Chairperson, and said meetings shall be known as the regular meetings of the Board. A majority of the Directors of the Board shall constitute a quorum. No action may be taken by the Authority in the absence of a quorum.

H. Voting
   The concurring vote of not less than a majority of the full Board shall be required for a motion to be deemed to have been approved, regardless of the number of Board Members in attendance. The minutes shall include a list of members present, absent, and will also disclose any abstentions and the reasons for said abstention. All members of the Board in attendance, including the chairperson, are required to cast a vote for each motion, unless a member has a legal reason to abstain and in that instance shall state for the record the basis of their abstention. (In the event a member abstains from a vote they shall be removed from the total membership number for that vote, reducing the total number needed to pass the vote on which they abstained.) Voting for officers shall occur by written ballot unless the office is uncontested in which case, the Chair may request a voice vote.

Newly Approved Amendments:

8. MEETINGS
A. Regular Board Meetings
   The Board shall generally meet at least twice per year at such time and place as may be designated by the Chairperson, and said meetings shall be known as the regular meetings of the Board. Quorum shall consist of a majority of the Directors of the Board for the transaction of business. In the event that a quorum of the full Board is not met as scheduled and a quorum of the executive committee is present, the meeting will continue conducting the Board’s business. No action may be taken by the Authority in the absence of a quorum.

H. Voting
   The concurring vote of not less than a quorum of the full Board shall be required for a motion to be deemed to have been approved, regardless of the number of Board Members in attendance. The minutes shall include a list of members present, absent, and will also disclose any abstentions and the reasons for said abstention. All members of the Board in attendance, including the chairperson, are required to cast a vote for each motion, unless a member has a legal reason to abstain and in that instance shall state for the record the basis of their abstention. (In the event a member abstains from a vote they shall be removed from the total membership number for that vote, reducing the total number needed to pass the vote on which they abstained.) Voting for officers shall occur by written ballot unless the office is uncontested in which case, the Chair may request a voice vote.
1. ADOPTION OF BY-LAWS

These administrative by-laws are hereby established in accordance with Section 6.3 of the Maquoketa River Watershed Management Authority, hereinafter referred to as the "Authority", 28E Agreement, same having been filed with the Iowa Secretary of State office on September 21, 2017. The Maquoketa River Watershed Management Authority shall be governed by a Board of Directors, as stipulated in Article 6 of the 28E Agreement.

2. PURPOSE

These bylaws shall direct and guide the management and day to day operation of the Authority.

3. DEFINITIONS

A. **Political Subdivision**: A city, county, taxing district or soil and water conservation district eligible for membership in the Authority.

B. **Member**: A Political Subdivision that has adopted the Maquoketa River Watershed Management Authority 28E Agreement. The member political subdivisions include:
   a. **Counties**: Buchanan, Clinton, Delaware, Dubuque, Fayette, Jackson, Jones and Linn.
   b. **Cities**: Andrew, Aurora, Baldwin, Cascade, Delaware, Delhi, Dyersville, Epworth, Farley, Goose Lake, Hopkinton, Lamont, La Motte, Manchester, Maquoketa, Monticello, New Vienna, Preston, Ryan, Spragueville, Strawberry Point, Worthington and Wyoming.
   c. **Soil & Water Conservation Districts**: Delaware, Dubuque, Fayette, Jackson, Jones and Linn.
   d. **Taxing District**: Lake Delhi Combined Recreational and Water Quality District

C. **Watershed Management Authority**: The Authority created pursuant to the Chapter 466B of the Iowa Code and made up of eligible Member Political Subdivisions located within the Maquoketa River Watershed, identified by the following Hydrologic Unit Code 8: HUC 8 - ID #07060006.

D. **Board**: The Board of Directors of the Authority, comprised of one person appointed by each Member Political Subdivision.

E. **Executive Committee**: The Executive Committee will be charged with the day-to-day operation of the Authority but may not bind the Authority without prior approval of the Board of Directors. The Executive Committee shall be comprised of seven (7) Board Members made up of the three elected officers of the Board (The Chairperson, Vice-Chairperson, and Secretary/Treasurer) pursuant to Section 6.2 Governance, Meetings of the 28E Agreement, with four members to be elected by the Board.

F. **Director**: That person appointed by each Member Political Subdivision to serve on the Board.

G. **28E Agreement**: The organizational document executed in compliance with Chapter 28E of the Iowa Code and approved by each Member Political Subdivision, establishing the Authority as permitted and provided by Chapter 466B of the Iowa Code.
4. GOVERNANCE

A. **Board of Directors:** The Authority shall be overseen and governed by the Board.

1. **Voting Rights:** Each Director shall have one vote. Each member may, however, appoint up to two alternates, entitled to exercise all rights of that Member’s Director in the absence of said Director. The alternates shall be formally designated by the Member and written notification of the appointment of said alternates shall be provided and updated as necessary to the Board of Directors of the Authority.

2. **Terms:** Directors shall serve staggered four year terms. At the initial Board Meeting, after the election of Officers, the Board shall determine, by lot, the initial terms of Board Members. The three elected officers shall be granted four (4) year terms along with that number of additional members to bring the total members serving four (4) year terms to one-half of the Board, or one-half plus one in the event that there is an uneven number of members. The balance of the Board shall serve a two (2) year term.

3. **Succession:** Directors may succeed themselves and there shall be no limit on the number of terms a Director may serve.

4. **Board Opening:** If a Director resigns or is removed, a successor shall be appointed by the Member to complete the unexpired term of said Director.

B. **Executive Committee:** The Executive Committee shall manage the day-to-day operations of the Authority, but may not bind the Authority without approval of the Board.

1. **Voting Rights:** Each Committee Member shall have one vote.

2. **Term:** At the initial Executive Committee Meeting, the Committee shall determine, by lot, the initial terms of Committee Members. The three elected officers shall be granted two year terms with the other four (4) members granted one (1) year terms. All Committee Members will thereafter be elected to serve two (2) year terms.

3. **Succession:** Executive Committee members may succeed themselves and there shall be no limit on the number of terms that a person may serve.

4. **Committee Opening:** if a member resigns or is removed, a successor shall be appointed by the Board for the duration of the unexpired term of said member.

5. POWERS AND DUTIES OF BOARD

The Board may exercise all powers necessary and incidental to further the aims and objectives of the Authority as set forth within the 28E Agreement and/or otherwise determined appropriate by the Board. The Board may create committees as necessary for any legally permissible purpose to advise the Board. Membership in the Authority is not a prerequisite to membership on a committee.

The Board shall not make a policy that would require a Member to change its policies or require a Member to contribute funds without official action of approval by that Member’s governing body. No Member may be required to contribute funds to the Watershed Management Authority and no action to contribute funds by a Director appointed by the Member is binding on the Member without approval by the governing board of that Member.
6. OFFICERS
The following officers shall be elected by the Board: Chairperson, Vice Chairperson (Chair Elect), and Secretary. (The Board may, in their discretion, elect other officers.) All terms shall be for a period of two years or until a successor is elected, whichever occurs last. Successful candidates shall be elected by a majority of the Board.

7. DUTIES OF THE OFFICERS

Chairperson: The Chairperson shall:
1. Preside at the meetings of the Board and prepare an agenda in consultation with others.
2. Decide all points of order or procedure unless otherwise directed by a majority of the Directors in session at the time.
3. Create committees deemed necessary.
4. Represent the Authority where attendance is requested or where attendance is deemed necessary to further the aims and objectives of the Authority.
5. Sign documents on behalf of the Authority, after approval of the Board.
6. Perform other legally permissible duties deemed necessary and appropriate.

Vice-Chairperson: The Vice-Chairperson shall:
1. Assume the duties of the Chairperson in the event of the absence or disability of the Chairperson.
2. Succeed to the position of Chairperson for the unexpired term in the event said position becomes vacant, in which case the Board of Directors shall select a successor to the position of Vice-Chairperson for the unexpired term.

Secretary/Treasurer:
The secretarial duties shall be as follows:
1. Attend all meetings of the Board and act as Clerk by recording votes, keeping minutes, managing correspondence, and making said records available to all Members of the Authority and the public.
2. Send out notices required by these by-laws, the 28E Agreement, and/or by the Code of Iowa.
3. Perform those other duties and functions as directed by the Board of Directors.

The Treasurer duties shall be as follows:
1. Attend all meetings and make a report at each Board meeting.
2. Assist in preparation of the budget, help develop fund raising plans, and make financial information available to the Members and the public.
3. Attend to any other duties as directed by the Board of Directors.

In the event that both the Chairperson and Vice Chairperson are absent, the Secretary/Treasurer shall serve as the pro-temp Chairperson and, if necessary, a temporary secretary shall be appointed. The pro-temp chair shall be authorized to conduct the meeting and to execute documents resulting from action of the Board at said meeting.

8. MEETINGS
A. Regular Board Meetings
The Board shall generally meet at least twice per year at such time and place as may be designated by the Chairperson, and said meetings shall be known as the regular meetings of the Board. Quorum shall consist of a majority of the Directors of the Board for the transaction of business. In the event that a quorum of the full Board is not met as scheduled and a quorum of the executive committee is
present, the meeting will continue conducting the Board's business. No action may be taken by the Authority in the absence of a quorum. *Text in bold amended and approved by membership 4/30/19*

B. **Committee Meetings**
A Committee shall meet as deemed necessary and appropriate. A Committee shall be deemed to have a quorum if a majority of its members are present. A majority vote of the total membership of the Committee shall be necessary to take action.

C. **Attendance**
Directors and/or their alternates are expected to attend meetings. Absences in excess of three consecutive, regularly scheduled meetings, shall result in a notification from the Chairperson to the Member enquiring as to the basis of their absences and requesting that the member consider the removal of said Director and the appointment of another person to fulfill the obligations of Director should the absences be without suitable explanation in the opinion of the Member.

D. **Annual Meeting**
The Regular Meeting of the Board occurring in the 1st quarter of the year shall be deemed to be the Annual Meeting. The election of Officers, when up for election, shall take place at the annual meeting.

E. **Special Meetings**
Special meetings may be called by the Chairperson or at the written request of two members of the Board. Notice of the special meeting shall be given by the Secretary to the members of the Board at least 72 hours prior to such meeting and shall include an Agenda and any additional summary deemed necessary to explain the purpose of the meeting.

F. **Open Meetings / Open Records**
The Board shall follow the direction of Chapter 21 and 22 of the Iowa Code with regard to Open Meetings and Public Records. Meeting agendas shall be posted by each member consistent with their normal “posting” procedures. Meetings of the Board and its committees shall be conducted in substantial accordance with the latest edition of Robert’s Rules of Order unless otherwise provided in these by-laws.

G. **Motions**
Any member of the Board may make a legally permissible motion. The Chairperson or the Secretary shall restate the motion if requested by any member. After a motion has been seconded the floor will be opened for discussion by the Board. During the course of discussion any other permitted motion may be made and proceed if appropriate. At the conclusion of discussion, or at other appropriate time, a vote on the motion may be held.

H. **Voting**
The concurring vote of not less than a **quorum** of the full Board shall be required for a motion to be deemed to have been approved, regardless of the number of Board Members in attendance. The minutes shall include a list of members present, absent, and will also disclose any abstentions and the reasons for said abstention. All members of the Board in attendance, including the chairperson, are required to cast a vote for each motion, unless a member has a legal reason to abstain and in that instance shall state for the record the basis of their abstention. (In the event a member abstains from a vote they shall be removed from the total membership number for that vote, reducing the total number needed to pass the vote on which they abstained.) Voting for officers shall occur by written
ballot unless the office is uncontested in which case, the Chair may request a voice vote. *(Text in bold amended and approved by membership 4/30/19)*

I. **Unfinished Business**
   Any matter that that cannot be disposed of during a meeting on which said matter appears on the agenda will be considered unfinished business and shall, absent action to the contrary by the Board, be placed on the next regular meeting agenda.

J. **Electronic Meetings**
   Pursuant to Iowa Code Chapter 21.8, a governmental body may conduct a meeting by electronic means only in circumstances where such a meeting in person is impossible or impractical and only if the governmental body complies with all of the following:

   1. The governmental body provides public access to the conversation of the meeting to the extent reasonably possible.
   2. The governmental body complies with sections 21.4. For the purposes of this paragraph, the place of the meeting is the place from which the communication originates or where public access is provided to the conversation.
   3. Minutes are kept of the meeting. The minutes shall include a statement explaining why a meeting in person was impossible or impractical.
   4. A meeting conducted in compliance with this section shall not be considered in violation of this chapter.
   5. A meeting by electronic means may be conducted without complying with paragraph “a” of subsection 1 if conducted in accordance with all of the requirements for a closed session contained in section 21.5.

9. **FINANCE**
   A financial report shall be approved at the annual meeting. The Board may solicit, accept and receive donations, endowments, gifts, grants, reimbursements and other such funds as necessary to support work pursuant to the 28E Agreement and these By-Laws.

   1. No action to contribute funds by a Director of the Watershed Management Authority is binding on the Member that he or she represents without official approval by the governing board of that Member. No Member may be required to contribute funds to the Watershed Management Authority, except to fulfill any obligation previously made by official action by the governing body of the Member.

   2. All funds received for use by the Watershed Management Authority shall be held as a special fund by the fiscal agent designated by the Board of Directors of the Watershed Management Authority. When funds are provided as a grant or loan directed to a Member of the Watershed Management Authority for a project administered by that Member, the funds shall be retained and administered by that Member.

10. **ENFORCEMENT PROCEDURES**
    Disputes that arise concerning violations of policies and guidelines or concerning the 28E Agreement or these Bylaws shall be heard and determined by the Board.
11. AMENDMENTS
Amendments to these bylaws may be proposed by any member of the Board. Amendments may be proposed and discussed at any meeting of the Board, however, no amendment may be adopted until the subsequent meeting. All proposed amendments shall be in writing and shall be provided to all Board members at least seven (7) days prior to the meeting on which the proposed amendment appears on the agenda. A majority vote of all Board members shall be required to adopt an amendment. The amendment shall take effect immediately upon adoption, unless otherwise specified by the Board.

12. MEMBERSHIP
Political Subdivisions eligible for membership that did not join the Authority at its' genesis may join at a later date by filing a “Notice of Intent” to join and submitting same to the Board of the Authority. Thereafter, the Political Subdivision desiring to join the Authority shall by Resolution approve their adoption of the 28E Agreement, Bylaws, and any other rules and regulations previously approved by the Members. In the event Members have previously contributed sums to the treasury of the Authority any Political Subdivision desiring to join the Authority may be required to pay an assessment equal to or less than assessments or contributions previously paid by Members. New Members will be responsible to pay the costs of updating and filing any amendments to the 28E Agreement related to their new membership.

Adopted this 24th day of October, 2017.

Signed: [Signature]
Chairperson

Attest: [Signature]
Secretary

Items 8.A & 8.H were amended as noted by members 4/30/2019

Signed: [Signature]
Attest: [Signature]

Signed Larry McDevitt, Chairperson
Douglas D. Herman, Secretary
Maquoketa River Watershed Management Authority
FY20 Suggested $1 per Capita Commitments

1. Lake Delhi District – $514

COUNTIES: Population located within watershed area, less population of member communities. City residents were only counted once and included in county figures if they are not a WMA member.

2. Buchanan County BoS – $842
3. Clinton County BoS – $2,460
4. Delaware County BoS – $9,663
5. Dubuque County BoS – $4,846
6. Fayette County BoS – $421 (previously indicated they no longer wish to be a MR WMA member)
7. Jackson County BoS – $5649
8. Jones County BoS – $5255
9. Linn County BoS – $211

SWCDS: Propose funding for annual testing costs for 34 water monitoring sites (number of sites x 3 test dates = total annual tests @ $18). 2019 Testing dates: May 14, June 25 and Aug. 13. Clayton Co – 1.

10. Delaware County SWCD – 12 = $648 (1 site - City of Dyersville)
11. Dubuque County SWCD – 7 = $378 (2 sites – City of Dyersville)
12. Fayette County SWCD – 0
13. Jackson County SWCD – 9 = $486
14. Jones County SWCD – 5 = $270
15. Linn County SWCD – 0

COMMUNITIES: Based on official 2010 population figures. Residents not included in county totals.

16. City of Andrew – $433
17. City of Aurora – $185
18. City of Baldwin – $109
19. City of Cascade – $2180
20. City of Delaware – $159 (previously indicated they no longer wish to be a MR WMA member)
21. City of Delhi – $460
22. City of Dyersville – $4071
23. City of Epworth – $1874 portion of community in watershed
24. City of Farley – $1541 (previously indicated they no longer wish to be a MR WMA member)
25. City of Goose Lake – $240
27. City of Lamont – $461
28. City of La Motte – $260
29. City of Manchester – $5179
30. City of Maquoketa – $6130
31. City of Monticello – $3798
32. City of New Vienna – $407 (previously indicated they no longer wish to be a MR WMA member)
33. City of Preston – $1010
34. City of Ryan – $361 (previously indicated they no longer wish to be a MR WMA member)
35. City of Spragueville – $81
36. City of Strawberry Point – $1275
37. City of Worthington – $409
38. City of Wyoming – $516
|                                | JULY | AUG | SEPT | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUNE | TOTAL |
|--------------------------------|------|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|-------|
| WALK INS                       | 295  | 322 | 181  | 300 | 370 | 262 | 276 | 228 | 208 | 202 |     |      |       |
| DIRECTOR APPOINTMENTS           | 46   | 46  | 34   | 43  | 48  | 24  | 37  | 12  | 42  | 33  |     |      |       |
| MTG/OUTCALLS DIRECTOR          | 9    | 14  | 17   | 17  | 6   | 9   | 11  | 11  | 16  | 18  |     |      |       |
| OUTREACH MEETING               | 5    | 9   | 6    | 14  | 9   | 7   | 8   | 5   | 6   | 6   |     |      |       |
| OUTREACH VETERANS              | 19   | 11  | 12   | 18  | 11  | 7   | 9   | 31  | 10  | 35  |     |      |       |
| WWII VETERANS                  | 16   | 18  | 17   | 13  | 17  | 9   | 15  | 17  | 13  | 13  |     |      |       |
| KOREAN VETERANS                | 8    | 14  | 12   | 19  | 23  | 15  | 10  | 14  | 33  | 20  |     |      |       |
| VIETNAM VETERANS               | 109  | 113 | 89   | 121 | 156 | 104 | 108 | 90  | 118 | 93  |     |      |       |
| GULF WAR                       | 177  | 181 | 125  | 130 | 85  | 69  | 95  | 65  | 78  | 82  |     |      |       |
| PEACETIME                      | 83   | 90  | 65   | 60  | 85  | 65  | 49  | 42  | 83  | 89  |     |      |       |
| HOMELESS                       | 2    | 3   | 2    | 2   | 3   | 1   | 0   | 2   | 3   | 1   |     |      |       |
| FOOD PANTRY ASSISTANCE         | 145  | 147 | 120  | 259 | 144 | 122 | 120 | 101 | 69  | 91  |     |      |       |
| CLAIMS ISSUED                  | 18   | 10  | 43   | 38  | 28  | 24  | 39  | 29  | 15  | 21  |     |      |       |
| CLIENT APPEALS                 | 0    | 1   | 0    | 0   | 1   | 0   | 0   | 0   | 1   | 1   |     |      |       |
| NURSING HOME RESIDENT          | 0    | 64  | 55   | 93  | 63  | 68  | 59  | 74  | 75  | 61  |     |      |       |
| GRAVE MARKERS                  | 2    | 3   | 6    | 0   | 10  | 4   | 3   | 1   | 1   | 6   |     |      |       |
| GRAVE REGISTRATIONS            | 17   | 14  | 24   | 23  | 43  | 13  | 33  | 15  | 14  | 12  |     |      |       |
| IVH APPLICATIONS               | 3    | 2   | 7    | 0   | 2   | 0   | 2   | 3   | 0   | 2   |     |      |       |
| VAMC APPLICATIONS              | 10   | 5   | 8    | 8   | 7   | 9   | 10  | 10  | 1   | 15  |     |      |       |
| VA LOAN ELIGIBILITY            | 1    | 1   | 1    | 2   | 1   | 1   | 2   | 1   | 1   | 1   |     |      |       |
| MEDAL REQUESTS                 | 3    | 2   | 2    | 3   | 2   | 2   | 3   | 1   | 2   |     |     |      |       |
| DD214/ 180                     | 18   | 17  | 10   | 21  | 20  | 19  | 15  | 14  | 15  | 15  |     |      |       |
| IDOT APPLICATIONS              | 16   | 15  | 14   | 18  | 19  | 10  | 8   | 5   | 11  | 12  |     |      |       |

| APPROVED BUDGET | $613,002.00 |
| APPROPRIATED BUDGET | 613,002.00 |
| TOTAL EXPENDED Year -TO-DATE | 422,665.70 |
| CASH REFUNDS | 0 |
| SSI REIMBURSEMENT | 4603.67 |
| BUDGET BALANCE | $190,336.30 |
LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # ______________________

APPROVING RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of Grubbs Creek Road First Addition (Case # JPS19-0004) 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 NWSW of Section 34, Township 86 North, Range 8 West of the 5th P.M., Linn County, Iowa, described as follows:

Commencing at the NE Corner of said NE 1/4 SW 1/4; thence S01°13'55"E along the east line of said NE 1/4 SW 1/4, 1320.46 feet; thence S89°47'10"W along the south line of said NE 1/4 SW 1/4, 1235.88 feet to the Point of Beginning; thence S89°47'10"W continuing along said south line, 81.37 feet; thence S89°47'10"W along the south line of said NW 1/4 SW 1/4, 333.67 feet; thence N03°47'23"E, 294.89 feet; thence N88°57'35"E 391.73 feet; thence S00° 44'31"E, 299.83 feet to the Point of Beginning containing 2.75 acres which includes 0.09 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 January 16th, 2019 as last amended on February 18th, 2019 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. One entrance per parcel is allowed. An additional access may be allowed with justification and permit.
2. Dedication of road rights-of-way, County Standard Specifications, Section 5. 40’ of right-of-way on Grubbs Creek Road adjacent to development shall be dedicated to the County for road purposes.
3. Road agreement for 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 water system must be reviewed by Linn County Public Health for compliance with Linn County Code of Ordinances Chapter 10, Article V Nonpublic Water Supply Wells.
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 new septic system must be installed to comply with Linn County Code of Ordinances Chapter 10, Article VI Private Sewage Disposal Systems.
4. A written shared well agreement must be submitted to LCPH and recorded with the property.
NATURAL RESOURCES CONSERVATION SERVICE
1. Wet soils may adversely impact possible home and septic site(s). Clarify plans for subsurface drainage with USDA Natural Resources Conservation Service (NRCS). Possible agreement needed if lot fails to have adequate outlet.

LINN COUNTY CONSERVATION DEPARTMENT
No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT
No conditions to be met.

LINN COUNTY 911 COORDINATOR
No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT -- ZONING DIVISION
1. Residential Parcel Split case JPS19-0004 must be recorded prior to related Land Preservation Parcel Split case JPL19-0002.
2. Only 1 dwelling is allowed on Lot 1 per the UDC; the mobile home shown on the site plan must be removed prior to recording the plat.
3. All side and rear yard setbacks must be met for all structures involved in this proposal.
4. Various revisions to the site plan and final plat.
5. 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.
6. This plat lies within the 2 mile jurisdiction of the City of Center Point. As per Chapter 354 of the Code of Iowa, a certified resolution by any municipality that has authority to review the plat to either approve the plat or waive its right to review must be provided.
7. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
8. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor’s office prior to approval of the final plat.
9. One original and 3 complete copies of the final plat bound documents that must include the following:
   (i) Owner’s certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
   (ii) Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
   (iii) Surveyor’s certificate
   (iv) Auditor’s certificate
   (v) Resolution of the Planning and Zoning Commission
   (vi) Resolution of the Board of Supervisors
   (vii) Resolution of approval or waiver of review by applicable municipalities
   (viii) Treasurer’s certificate
   (ix) Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the Unified Development Code.
   (x) Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
   (xi) Three (3) copies of the surveyor’s drawing
   (xii) A covenant for a secondary road assessment
10. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before 
**FEBRUARY 18, 2020** as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of 
that approval, as per Article IV, Section 107-72, § (2)(f), of the Unified Development Code.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Supervisors, of Linn County, Iowa, that said 
plat is hereby approved. The Board of Supervisors and County Engineer are hereby authorized to enter 
approval upon the final plat resolution. The Board of Supervisors’ Chairperson is also hereby authorized to 
sign said plat which executes an acceptance of dedication of property to the public, as shown on said plat.

**NOW, THEREFORE BE IT FURTHER RESOLVED**, by the Board of Supervisors, of Linn County, Iowa, 
that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the 
Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by May 15th, 2020 to be 
valid.

Passed and approved this 15th day of May, 2019.

Linn County Board of Supervisors

______________________________
Chair

______________________________
Vice Chair

______________________________
Supervisor

Aye:
Nay:
Abstain:
Absent:
Attest:

Joel Miller, Linn County Auditor
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 ___ Abstein ___ Absent

Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, ____________________________,
on this ____ day of ______________________, 2019.

______________________________
Notary Public State of Iowa
LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # ______________________

APPROVING A LAND PRESERVATION PARCEL SPLIT

WHEREAS, a Land Preservation Parcel Split of Grubbs Creek Road Second Addition (Case # JLPS19-0002) to Linn County, Iowa, containing three (3) lots, numbered Lot 1, lettered Lot A and Outlot A has been filed for approval, a subdivision of real estate located in the have been addressed:

Beginning at the NW Corner of said NE 1/4 SW 1/4; thence N89°46'03"E along the north line of said NE 1/4 SW 1/4, 1310.17 feet to the NE corner of said NE 1/4 SW 1/4; thence S01°13'34" along the east line of said NE 1/4 SW 1/4, 1320.55 feet to the SE corner of said NE 1/4 SW 1/4, thence S89°47'09"W along the south line of said NE 1/4 SW 1/4, 1235.88 feet to the SE corner of Grubbs Creek Road First Addition to said County; thence N00°44'31"W along the east line of said First Addition, 299.83 feet to the NE corner of said First Addition, thence S88°57'35"W along the north line of said First Addition, 82.26 feet to the west line of said NE 1/4 SW 1/4; thence N00°55'15"W said west line, 1021.37 feet to the Point of Beginning, containing 39.25 acres which includes 0.98 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 January 16th, 2019 as last amended on February 18th, 2019 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. One entrance per parcel is allowed.
2. Dedication of road rights-of-way, County Standard Specifications, Section 5. 40′ of right-of-way on Grubbs Creek Road adjacent to development shall be dedicated to the County for road purposes.
3. Road agreement for conditions applicable to land preservation 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 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.
2. A written shared well agreement must be submitted to LCPH and recorded with the property.
NATURAL RESOURCES CONSERVATION SERVICE
1. Wet soils may adversely impact possible home and septic site(s). Clarify plans for subsurface drainage with USDA Natural Resources Conservation Service (NRCS).

LINN COUNTY CONSERVATION DEPARTMENT
No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT
No conditions to be met.

LINN COUNTY 911 COORDINATOR
No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT – ZONING DIVISION
1. Residential Parcel Split case JPS19-0004 must be recorded prior to related Land Preservation Parcel Split case JPS19-0002.
2. All side and rear yard setbacks must be met for all structures involved in this proposal.
3. Various revisions to the site plan and final plat.
4. Prior to approval of the final plat, the owner must sign an "Acceptance of Conditions" form. The "Acceptance of Conditions" form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
5. This plat lies within the 2 mile jurisdiction of the City of Center Point. As per Chapter 354 of the Code of Iowa, a certified resolution by any municipality that has authority to review the plat to either approve the plat or waive its right to review must be provided.
6. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
7. Outlot A will require a Land Preservation Parcel Split deed restriction. As a part of the final plat, the lot will be non-buildable until brought into conformance with the Linn County UDC and will require the note: "This parcel may only be developed in accordance with all development regulations in effect at the time development is proposed" on the plat.
8. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.
9. One original and 3 complete copies of the final plat bound documents that must include the following:
   (i) Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
   (ii) Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
   (iii) Surveyor's certificate
   (iv) Auditor's certificate
   (v) Resolution of the Planning and Zoning Commission
   (vi) Resolution of the Board of Supervisors
   (vii) Resolution of approval or waiver of review by applicable municipalities
   (viii) Treasurer's certificate
   (ix) Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the Unified Development Code.
Linn County Board of Supervisors
Resolution #
JLPS19-0002
May 15th, 2019
Page 3 of 4

(x) Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
(xi) Three (3) copies of the surveyor’s drawing
(xii) A covenant for a secondary road assessment

10. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before FEBRUARY 13, 2020 as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f), of the Unified Development Code.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat is hereby approved. The Board of Supervisors and County Engineer are hereby authorized to enter approval upon the final plat resolution. The Board of Supervisors’ Chairperson is also hereby authorized to sign said plat which executes an acceptance of dedication of property to the public, as shown on said plat.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by May 15th, 2020 to be valid.

Passed and approved this 15th day of May, 2019

Linn County Board of Supervisors

__________________________
Chair

__________________________
Vice Chair

__________________________
Supervisor
Linn County Board of Supervisors
Resolution #
JLPS19-0002
May 15th, 2019
Page 4 of 4

Aye:

Nay:

Abstain:

Absent:

Attest:

__________________________
Joel Miller, Linn County Auditor

Linn County Engineer

__________________________
Brad Ketels, Engineer

State of Iowa  }
           SS
County of Linn  }

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

___ Aye ___ Nay ___ Abstain ___ Absent

__________________________
Joel Miller

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

_____________________________________
on this _____ day of ________________________, 2019.

_____________________________________
Notary Public State of Iowa
RESOLUTION # ____________________________

APPROVING A PROPERTY USE REQUEST FOR PERMISSION TO UTILIZE LINN COUNTY ROADS FOR THE PURPOSE OF THE 2019 PIGMAN TRIATHLON

WHEREAS, Alex Syhlman, Race Director for Iowa Multisport LC, has requested permission to use McClintock Road, Lewis Bottom Road, Palo Marsh Road, and crossing over Blairs Ferry Road into Palo for the purpose of conducting the Iowa’s Pigman Sprint Triathlon on Sunday, June 2, 2019,

WHEREAS, the Linn County Engineer’s Department, Linn County Sheriff’s Office, and the Risk Management Department have recommended approval of this request,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Linn County, Iowa, that the above request is herewith approved subject to the following conditions:

1. The personnel sponsoring the Triathlon will provide three Law Enforcement Officers, with patrol vehicles, for traffic control at the intersection of Palo Marsh Road and Lewis Bottoms Road (McClintock Road) as required by the Sheriff’s Office. The applicant will contact the Linn County Sheriff’s Office Extra-Duty Scheduling personnel at 892-6176 to schedule these officers.

2. The personnel sponsoring the Triathlon will advise the participants to obey all traffic regulations as required by the Linn County Sheriff’s Office and the Linn County Engineer.

3. The personnel sponsoring the Triathlon will oversee the proper conduct of the event.

4. That the applicant will have each participant sign a participant’s release which has Linn County named on the release.

5. That the applicant agrees to save Linn County and its employees harmless from all liability and has a liability insurance policy in limits satisfactory to the Board of Supervisors.

Dated at Cedar Rapids, Linn County, Iowa, this ______ day of ____________________, 2019.

LINN COUNTY BOARD OF SUPERVISORS

_______________________________
Chairperson

_______________________________
Supervisor

_______________________________
Supervisor

ATTEST:

_______________________________
JOEL MILLER, Linn County Auditor
## M-BR 762 Repair Bid Tabulation

### Linn County

**Work Type:** Bridge Repair - Sutton Road  
**Letting Date:**

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**Engineer’s Estimate:**  
**JIM SCHROEDER CONSTRUCTION, INC.**  
500 SOUTH SECOND STREET  
BELLEVUE, IA 52031-1326

**TAYLOR CONSTRUCTION, INC.**  
7314 COLUMBUS  
NEW VIENNA, IA 52065-0000

**Percent of Estimate**
- **JIM SCHROEDER CONSTRUCTION, INC.**  
1054.29%
- **TAYLOR CONSTRUCTION, INC.**  
1054.29%
Maquoketa River Watershed Management Authority
Agreement Pursuant to Chapter 28E of the Iowa Code

Comes Now, all those entities named within Exhibit “A” attached hereto who have, through their duly authorized representative, executed this agreement, agreeing to the terms and conditions set forth herein with regard to the creation of the Maquoketa River Watershed Authority Agreement pursuant to Chapter 28E of the Iowa Code. (Hereinafter referred to as the “Parties”)

Whereas, the Parties executing this agreement are authorized to do so pursuant to Chapter 28E of the Iowa Code, and their local governing bodies, and have done so with the purpose of creating a Watershed Management Authority pursuant to Chapter 466B of the Iowa Code same having been determined by the Parties to be to their mutual advantage, and

Whereas, the creation of a Watershed Management Authority will allow the parties to this agreement to work collectively towards improved watershed management practices, including efforts towards improved water quality, assessment and reduction of flood risks, education of residents of the watershed on water quality and flood related issues, and other efforts deemed beneficial to the Parties and the entire Maquoketa River Watershed.

NOW, THEREFORE, in consideration of the following terms and conditions, the parties do hereby agree as follows:

1. Entity / Organization Created: This agreement shall result in the creation of “The Maquoketa River Watershed Management Authority”, a separate and distinct legal entity. (Hereinafter referred to as the “Authority”.)

2. Membership: All eligible entities located within the boundaries of the Maquoketa River Watershed, described below, shall be eligible to join as a party to this agreement.

2.1. The boundary of the Authority is that of United States Geological Survey Hydrologic Unit Code 8 (HUC8), #07060006, or the Maquoketa River Watershed. Attached hereto is a map/representation setting out the area and boundaries of the Authority. (See Exhibit “A”)

3. Purpose(s): The purposes of the Authority shall be to pursue the following goals through appropriate joint action of some or all of the Parties within the watershed: (Iowa Code §466B.23)

3.1. Assess the flood risks;
3.2. Assess the water quality;

3.3. Assess options for reducing flood risk and improving water quality.

3.4. Monitor federal flood risk planning and activities.

3.5. Educate residents of the watershed in regard to water quality and flood risks;

3.6. Allocate moneys made available to the authority for purposes of water quality and flood mitigation.

3.7. Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the authority. A watershed management authority shall not acquire property by eminent domain.

4. **Effective Date:** The effective date of this Agreement shall be the first day after the date on which all of the following conditions precedent have been met:

4.1. The governing bodies of all Parties hereto have adopted a Resolution that has taken effect approving entry into this Agreement by said Party, and

4.2. Duly authorized representative(s) of each Party that has approved entry into this Agreement have executed same on behalf of said entity, and

4.3. This Agreement has been filed with the Iowa Secretary of State.

5. **Duration:** The duration of this agreement shall be perpetual, subject to termination as provided subsequently herein.

6. **Governance**

6.1. **Board of Directors:** The Authority shall be governed by a Board of Directors (Hereinafter referred to as the “Board”) that will be made up of one member from each participating entity.

6.2. **Meetings:** The Board shall convene within thirty days of the effective date of the agreement to elect officers that shall include a Chairperson, a Vice-Chairperson, a Secretary, and other officers deemed necessary and appropriate by the Board.

6.3. **Quorum:** Quorum shall consist of a majority of the Directors of the Board for the transaction of business. In the event that a quorum of the full Board is not met as scheduled
and a quorum of the executive committee is present, the meeting will continue conducting the Board’s business. No action may be taken by the Authority in the absence of a quorum.

6.4. Bylaws: At the initial meeting of the Board, a committee shall be created to develop bylaws to direct and guide the Authority. The Bylaws Committee shall report back to the Board with a recommended set of Bylaws within thirty (30) days of the initial meeting of the Authority.

6.4.1. Bylaws Approval: Bylaws shall be approved by a majority vote of the Board at a regularly scheduled meeting of the Board of Directors

6.5. Iowa Open Meetings and Open Records Laws: The Board shall be subject to the Provisions of Chapter 21 and 22 of the Iowa Code with regard to Open Meetings and Open Records.

7. Cooperation and Coordination other Entities: The Authority shall cooperate and coordinate with local, state and federal entities and/or any other organization that may assist the Authority in the pursuit of Authority goals.

8. Financing / Budget: At the creation of the Authority the Authority will not independently possess any funds and will not, therefore, have a budget. Each Party to this agreement shall be responsible for any and all expenses incurred by said Party or its’ representatives. The bylaws, to be developed as previously set forth herein, shall include policies and procedures related to the funding of Authority expenses.

9. Grants: The Authority shall have full authority to apply for and receive grants or endorse a participant to do the same for Authority purposes. However, no Party to this agreement shall be obligated to contribute or expend any sums toward said grant related projects, any contribution from a party being subject to approval by the governing body of each Party.

10. Fiscal Restrictions: The Authority shall have no power to impose a tax or to pledge the credit of any party to this Agreement. The Authority shall not incur a debt or other financial obligation, absent the prior agreement of the Board.

11. Fiscal and/or Operating Year: The Fiscal Year for the Authority shall be January 1 through December 31.

12. Annual Report: Annually, between January 1 and January 31, but for the month of January, 2017, the Board shall see to the preparation and delivery of an annual report to the governing
bodies or all Parties, same to summarize the programs and activities conducted or expected to be conducted by the Authority during the previous, current and ensuing fiscal year.

12.1. Audit: The Authority shall comply with any and all State Code requirements, if any, related to the preparation of an annual financial audit and shall cooperate with the financial audits of the Parties if and when requested and otherwise appropriate.

13. Withdrawal of Membership:

13.1. Notice Requirements: A party may withdraw from membership in the Authority by providing written Notice of Withdrawal to the Board that shall include a copy of the Resolution of the governing body of the Party approving of the Withdrawal.

13.2. Effective Date of Withdrawal: The withdrawal shall be effective thirty (30) days after the receipt of the Notice of Withdrawal by the Board.

13.3. Prior Obligations: Withdrawal of membership in the Authority shall not relieve a Participant from any financial or other contribution previously approved by the withdrawing party.

14. Additional Parties / Membership: Any eligible entity that does not join the Authority at its' inception shall continue to be eligible for membership. Entities, if any, desiring to join the authority shall make their desire known by way of a written request of the Board.

14.1. The Board shall consider a request to join the Authority within sixty (60) days of the receipt of such a request and may condition the granting of membership on any and all legal and appropriate grounds. Upon approval by the Board a new member shall considered an official member of the Authority upon the presentation to the Board of a fully executed resolution of the governing body of said proposed member, a signed addendum to this agreement, agreeing to be bound by the terms hereof, the by-laws of the Authority, and any other then existing rules and regulation of the Authority, and the recordation of said Addendum with the Iowa Secretary of State.

15. Dissolution of Authority: The Authority, created by the terms of this Agreement, may be terminated by a 2/3 vote of the entire Board of Directors. (Not a 2/3 vote of a quorum of the Board of Directors.) Upon termination the Authority shall dissolve, and the affairs, and finances if any, of the Authority shall be managed as set forth within the Authority By-Laws.

16. Amendment: This Agreement may only be amended in writing, and to be effective, the amendment must be approved by a 2/3 vote of the entire Board of Directors.
17. **Severability / Invalidity:** If any term, provision, or condition of this Agreement shall be determined to be invalid by a court of competent jurisdiction, such invalidity shall in no way effect the validity of any other term, provision, or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement, or would substantially frustrate the attainment of the purposes of this Agreement.

18. **Applicable Law:** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Iowa. This Agreement is made pursuant to statutory authority granted to the parties pursuant to Chapters 28E and 466B of the Iowa Code.

19. **Entire Agreement:** This Agreement represents the entire agreement of the Parties, no oral or written representations but for those set forth within the four corners of this Agreement are binding or of any effect.

Participating entity signatures are all located on the following pages.
Exhibit “A”

United States Geological Survey Hydrologic Unit Code 8 (HUC8), #07060006
“The Maquoketa River Watershed”
Maquoketa River Watershed Management Authority
Agreement Pursuant to Chapter 28E of the Iowa Code

Signed and dated on this ______ day of ________________, 2019

City of ____________________________, Iowa

By: __________________________________________________________________________
   Mayor

Attest: __________________________________________________________________________
   City Clerk

Maquoketa River Watershed Management Authority
Agreement Pursuant to Chapter 28E of the Iowa Code

Signed and dated on this ______ day of ________________, 2019

_______________________________________ County, Iowa Board of Supervisors

By: __________________________________________________________________________
   Board Chair

Attest: __________________________________________________________________________
   County Auditor
Maquoketa River Watershed Management Authority Agreement Pursuant to Chapter 28E of the Iowa Code

Signed and dated on this ______ day of __________________, 2019

______________________________ Soil and Water Conservation District, Iowa

By: _________________________________________________________________
   District Chair

Attest: ________________________________________________________________
   District Secretary

Maquoketa River Watershed Management Authority Agreement Pursuant to Chapter 28E of the Iowa Code

Signed and dated on this ______ day of __________________, 2019

Lake Delhi Combined Recreational Facility and Water Quality District

By: _________________________________________________________________
   President

Attest: ________________________________________________________________
   Secretary
COUNTY AND CITY
PROJECT AGREEMENT

This agreement entered into this _____ day of ________, by and between Linn County, Iowa, hereinafter referred to as County, and the City of Robins, hereinafter referred to as City.

WHEREAS, both the County and the City are a public agency as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, it is proposed, that the County plan, design and let for bidding a construction project for asphalt paving on Quass Road, and

WHEREAS, the City Council and the County Board of Supervisors have informed themselves as to the proposed improvement.

IT IS NOW AGREED that the City of Robins and Linn County enter into an agreement pursuant to Chapter 28E of the Code of Iowa providing for cooperative action pursuant to the proposed roadway construction project and, said cooperative actions include the following:

1) SCOPE OF WORK - Design, let and construct improvements to Quass Road per plans and specifications produced by the Linn County Engineer. Work is to include asphalt paving, staking, inspection, and other items to complete the project.

2) DURATION - This Agreement shall commence on the date that both parties sign this agreement and shall continue thereafter until the final completion of the project and settlement of the financial conditions of this agreement.

3) PURPOSE - The purpose of this Agreement is to accomplish the proposed project as described herein in accordance with the aforesaid scope of work and in agreement with conditions specified in this Agreement.

4) ADMINISTRATION - The County shall be responsible for the administration of this project.
5) The City and County agree to save and indemnify and keep harmless, each other against all liabilities, judgments, costs, and expenses which may in any way come against the County or City or which in any way result from carelessness or neglect of either party or its agents, employees, or workmen in any respect whatsoever.

6) The City and County agree to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons arising out of any acts or omissions by the City or County, its agents, servants or employees in the course of any work done in connection with any of the matters set forth in this agreement.

7) FINANCING - The County shall initially finance the cost of the project. The City shall reimburse the County for the actual cost of construction based on proposed plans and attached project estimate (Exhibit A) for the portion of the project within their corporate limits as they exist at the time the project is complete plus 7.5% for Linn County survey, design and inspection services. Payment shall be made within 30 days of receipt of detailed invoice.

8) TERMINATION: -
   a) This Agreement shall be considered binding upon the City and the County and shall not be terminated until provisions of paragraph 8b are met after actual work has begun on the project.
   b) This agreement will be terminated upon final acceptance of the work by the City and final settlement of the financial conditions set forth in paragraph 7 thereof.

Executed in triplicate, each of which shall constitute as original, by Linn County on the _______ day of ________, ______, and by the City of Robins on the ____ day of ____________, ______.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

CITY OF ROBINS, IOWA

______________________________
Mayor

______________________________
     ATTEST:

______________________________
Robins City Clerk

______________________________
     ATTEST:

______________________________
Linn County Auditor
**Linn County Secondary Road Department**  
**Engineer’s Estimate**

**Project No.: L-QUASS RD(20)**  
**Type of work:** HMA Paving  
**Description:** On Quass Road from the City of Robins north to County Home Road  
**Letting Date:** May 28, 2019  
**Estimate Date:** April 26, 2019  
**Completion Date:** November 1, 2019  
**Working Days:** N/A  
**Liquidated Damages:** $1,000/Day  
**Proposal Guaranty:** $12,500  
**Project Length:** 0.48 miles

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<td>2121-7425020</td>
<td>GRANULAR SHLD, TYPE B</td>
<td>TON</td>
<td>58.000</td>
<td>27.000</td>
<td>85.000</td>
</tr>
<tr>
<td>2</td>
<td>2214-5145150</td>
<td>PAVT. SCARIFICATION</td>
<td>SY</td>
<td>51.000</td>
<td>51.000</td>
<td>102.000</td>
</tr>
<tr>
<td>3</td>
<td>2303-0003380</td>
<td>HMA THIN LIFT SURFACE, 3/8&quot;</td>
<td>TON</td>
<td>258.000</td>
<td>122.000</td>
<td>380.000</td>
</tr>
<tr>
<td>4</td>
<td>2303-1031500</td>
<td>HMA ST BASE, 1/2&quot;</td>
<td>TON</td>
<td>612.000</td>
<td>288.000</td>
<td>900.000</td>
</tr>
<tr>
<td>5</td>
<td>2303-1258283</td>
<td>ASPH BINDER, PG 58-28S</td>
<td>TON</td>
<td>36.700</td>
<td>17.300</td>
<td>54.000</td>
</tr>
<tr>
<td>6</td>
<td>2303-1258347</td>
<td>ASPH BINDER, PG 58-34 E+, 90% ELAS RECOVER</td>
<td>TON</td>
<td>20.600</td>
<td>9.800</td>
<td>30.400</td>
</tr>
<tr>
<td>7</td>
<td>2518-6910000</td>
<td>SAFETY CLOSURE</td>
<td>EACH</td>
<td>1.000</td>
<td>1.000</td>
<td>2.000</td>
</tr>
<tr>
<td>8</td>
<td>2527-9263117</td>
<td>PAINTED PAVT MARK, DURABLE</td>
<td>STA</td>
<td>59.480</td>
<td>28.180</td>
<td>87.660</td>
</tr>
<tr>
<td>9</td>
<td>2528-8445110</td>
<td>TRAFFIC CONTROL</td>
<td>LS</td>
<td>0.680</td>
<td>0.320</td>
<td>1.000</td>
</tr>
<tr>
<td>10</td>
<td>2528-8445113</td>
<td>FLAGGER</td>
<td>EACH</td>
<td>5.500</td>
<td>2.500</td>
<td>8.000</td>
</tr>
<tr>
<td>11</td>
<td>2533-4980005</td>
<td>MOBILIZATION</td>
<td>LS</td>
<td>0.680</td>
<td>0.320</td>
<td>1.000</td>
</tr>
<tr>
<td>12</td>
<td>-</td>
<td>LINN COUNTY PREP WORK*</td>
<td>LS</td>
<td>0.680</td>
<td>0.320</td>
<td>1.000</td>
</tr>
</tbody>
</table>

**DIV 1 = Linn County Secondary Road Department (100%)**  
**DIV 2 = City of Robins (100%)**

*Note: Linn County will blade and place rock to repair failed seal coat sections. This work will be completed prior to the contractor starting.*

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DIV 1 Subtotal:</strong></td>
<td><strong>$102,717.68</strong></td>
</tr>
<tr>
<td><strong>DIV 2 Subtotal:</strong></td>
<td><strong>$48,946.38</strong></td>
</tr>
<tr>
<td><strong>Contract Total:</strong></td>
<td><strong>$151,664.06</strong></td>
</tr>
<tr>
<td>City of Robins Subtotal (Division 2)</td>
<td><strong>$48,946.38</strong></td>
</tr>
<tr>
<td>Linn County Project Administration, Design and Inspection Services (7.5%):</td>
<td><strong>$3,870.98</strong></td>
</tr>
<tr>
<td><strong>City of Robins Estimate Total:</strong></td>
<td><strong>$52,617.36</strong></td>
</tr>
<tr>
<td><strong>Linn County Contract Total:</strong></td>
<td><strong>$102,717.68</strong></td>
</tr>
</tbody>
</table>

**Signature:**

4-26-19
PRE-EMPLOYMENT TRAINING AGREEMENT
LINN COUNTY DEPUTY SHERIFF

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

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

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

3) Term of Reimbursement. Monthly payments shall begin within thirty days of acceptance of employment with a different law enforcement agency and shall be in an amount not less than 1/48th of the total liquidated damages amount agreed to and shall continue each month thereafter until the reimbursement amount is paid in full.

4) Decertification. Failing to make reimbursement in accordance with this Agreement may, in addition to any other remedy available to the employing agency under this Agreement, result in decertification of the recruit as an Iowa law enforcement officer pursuant to Iowa Code Section 80B.11(7) and IAC 501-6.2(2).
5) Bona-Fide Employment. This Agreement is for the purpose of bona-fide employment of the recruit by the employing agency and is not for the purpose of achieving certification of the recruit by way of “sponsorship” through the academy.

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

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

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

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

   25th day of March, 2019.

   Linn County Employee Relations Manager
   ___________________________  ___________________________
   Date

   Chair, Linn County Board of Supervisors
   ___________________________  ___________________________
   Date

   Employee
   ___________________________
   Date 3/25/2019

   Witness to Employee’s signature
   ___________________________
   Date 3/25/19
Exhibit "A"

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

<table>
<thead>
<tr>
<th></th>
<th>Single Empl.</th>
<th>Married Empl.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Tuition</td>
<td>$6,240.00</td>
<td>$6,240.00</td>
</tr>
<tr>
<td>Consolidated Foods (15 wks)</td>
<td>$1,287.41</td>
<td>$1,287.41</td>
</tr>
<tr>
<td>Defensive Tactics Uniforms</td>
<td>$225.00</td>
<td>$225.00</td>
</tr>
<tr>
<td>Taser Certification</td>
<td>$225.00</td>
<td>$225.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$7,977.41</strong></td>
<td><strong>$7,977.41</strong></td>
</tr>
</tbody>
</table>

11 Deputy's wages and benefits for one year:

<table>
<thead>
<tr>
<th>Description</th>
<th>Single Empl.</th>
<th>Married Empl.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting base wage</td>
<td>$56,680.00</td>
<td>$56,680.00</td>
</tr>
<tr>
<td>Jail Premium pay</td>
<td>$520.00</td>
<td>$520.00</td>
</tr>
<tr>
<td>Cleaning allowance</td>
<td>$150.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>Blue Cross &amp; Blue Shield</td>
<td>$8,268.00</td>
<td>$18,072.00</td>
</tr>
<tr>
<td>Delta Dental Insurance</td>
<td>$624.00</td>
<td>$720.00</td>
</tr>
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<td>Long term Disability Insurance</td>
<td>$208.00</td>
<td>$208.00</td>
</tr>
<tr>
<td>Life Insurance ($15,000.00) policy</td>
<td>$43.00</td>
<td>$43.00</td>
</tr>
<tr>
<td>Iowa Public Employee Retirement System</td>
<td>$5,390.26</td>
<td>$5,390.26</td>
</tr>
<tr>
<td>Social Security/Medicare</td>
<td>$4,375.80</td>
<td>$4,375.80</td>
</tr>
<tr>
<td><strong>For one year:</strong></td>
<td><strong>Total $76,259.06</strong></td>
<td><strong>$86,159.06</strong></td>
</tr>
</tbody>
</table>

15 Week Academy

<table>
<thead>
<tr>
<th>Description</th>
<th>Single Empl.</th>
<th>Married Empl.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td><strong>$21,997.81</strong></td>
<td><strong>$24,853.58</strong></td>
</tr>
</tbody>
</table>

111 Transportation to and from Johnston, Iowa (ILEA)
240 miles (round trip) (X) 16 trips = 3,840 miles.
3840 miles (X) .50 cents/mile =

<table>
<thead>
<tr>
<th>Description</th>
<th>Single Empl.</th>
<th>Married Empl.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academy Costs:</td>
<td>$7,977.41</td>
<td>$7,977.41</td>
</tr>
<tr>
<td>Wage and Benefits for one quarter</td>
<td>$21,997.81</td>
<td>$24,853.58</td>
</tr>
<tr>
<td>Transportation costs:</td>
<td>$1,920.00</td>
<td>$1,920.00</td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td><strong>$31,895.22</strong></td>
<td><strong>$34,750.99</strong></td>
</tr>
</tbody>
</table>
This Agreement is entered into by Linn County, Iowa, hereinafter referred to as the “employing agency” and ___Valerie Mensen___ hereinafter referred to as the “recruit”. In accordance with IAC 501-6.2(2) this is a written agreement being entered into contemporaneously with an offer of employment for the position of Linn County Deputy Sheriff. Recruit’s employment will require attendance and completion of the Iowa Law Enforcement Academy to obtain the minimum law enforcement certification training as governed by Iowa Code Chapter 80B and Iowa Code Chapter 384 at some time within the twelve months following employment. In consideration of the employing agency agreeing to provide for the cost of that training, the recruit agrees that, should the recruit resign from the employing agency and be employed by a different law enforcement agency within the forty-eight months following completion of the certification training, the recruit will make reimbursement for a prorated portion of the associated training costs. This Agreement is specifically intended to govern the conditions under which the employing agency can require the recruit to reimburse those associated training costs. This Agreement is not, itself, a contract for employment and does not give rise to any property right or interest in the recruit.

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

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

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4) Decertification. Failing to make reimbursement in accordance with this Agreement may, in addition to any other remedy available to the employing agency under this Agreement, result in decertification of the recruit as an Iowa law enforcement officer pursuant to Iowa Code Section 80B.11(7) and IAC 501-6.2(2).
5) Bona-Fide Employment. This Agreement is for the purpose of bona-fide employment of the recruit by the employing agency and is not for the purpose of achieving certification of the recruit by way of “sponsorship” through the academy.

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

18th day of March, 2019.

______________________________  
Linn County Employee Relations Manager

______________________________  
Date

______________________________  
Chair, Linn County Board of Supervisors

______________________________  
Date

______________________________  
Employee

______________________________  
Date 3-18-19

______________________________  
Witness to Employee’s signature

______________________________  
Date 3/18/19
Exhibit "A"

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Single Empl.</th>
<th>Married Empl.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tuition</td>
<td>$6,240.00</td>
<td>$6,240.00</td>
</tr>
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11 Deputy's wages and benefits for one year:

- Starting base wage: $56,680.00
- Jail Premium pay: $520.00
- Cleaning allowance: $150.00
- Blue Cross & Blue Shield: $8,268.00
- Delta Dental Insurance: $624.00
- Long term Disability Insurance: $208.00
- Life Insurance ($15,000.00) policy: $43.00
- Iowa Public Employee Retirement System: $5,390.26
- Social Security/Medicare: $4,375.80

For one year:

- Total: $76,259.06
- Total: $86,159.06

15 Week Academy

- Total: $21,997.81
- Total: $24,853.58

111 Transportation to and from Johnston, Iowa (ILEA)
- 240 miles (round trip) (X) 16 trips = 3,840 miles.
- 3840 miles (X) .50 cents/mile=
  - $1,920.00
  - $1,920.00

1V TOTALS:

- Academy Costs: $7,977.41
- Wage and Benefits for one quarter: $21,997.81
- Transportation costs: $1,920.00

**GRAND TOTAL**

- $31,895.22
- $34,750.99
PRE-EMPLOYMENT TRAINING AGREEMENT
LINN COUNTY DEPUTY SHERIFF

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

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

25th day of February, 2019.

Linn County Employee Relations Manager

Date

Chair, Linn County Board of Supervisors

Date

Employee

Date 25 Feb 19

Witness to Employee’s signature

Date 25 Feb 19


Exhibit "A"

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

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111 Transportation to and from Johnston, Iowa (ILEA)
240 miles (round trip) (X) 16 trips = 3,840 miles.
3840 miles (X) .50 cents/ mile = $1,920.00 $1,920.00

IV TOTALS: Academy Costs: $7,977.41 $7,977.41

Wage and Benefits for one quarter $21,997.81 $24,853.58

Transportation costs: $1,920.00 $1,920.00

**GRAND TOTAL** $31,895.22 $34,750.99
PRE-EMPLOYMENT TRAINING AGREEMENT
LINN COUNTY DEPUTY SHERIFF

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

1) Liquidated Damages. The employing agency has attached hereto and incorporated herein Exhibit “A” which itemizes the current costs to be paid by the employing agency upon the recruit attending and successfully completing the fifteen-week certification training course provided by the Iowa Law Enforcement Academy. Taking into consideration the requirements of the Fair Labor Standards Act and other practical adjustments due to benefits, taxes or other items paid that are not easily pro-ratable or otherwise recoverable, the sum of $32,020.73 is hereby fixed and agreed to as liquidated damages that fairly represent the economic loss that the employing agency will incur by reason of the recruit resigning within forty-eight months following completion of the certification training.

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

3) Term of Reimbursement. Monthly payments shall begin within thirty days of acceptance of employment with a different law enforcement agency and shall be in an amount not less than 1/48th of the total liquidated damages amount agreed to and shall continue each month thereafter until the reimbursement amount is paid in full.

4) Decertification. Failing to make reimbursement in accordance with this Agreement may, in addition to any other remedy available to the employing agency under this Agreement, result in decertification of the recruit as an Iowa law enforcement officer pursuant to Iowa Code Section 80B.11(7) and IAC 501-6.2(2).
5) Bona-Fide Employment. This Agreement is for the purpose of bona-fide employment of the recruit by the employing agency and is not for the purpose of achieving certification of the recruit by way of "sponsorship" through the academy.

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

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

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

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

11th day of February, 2019.

Linn County Employee Relations Manager  
Date

Chair, Linn County Board of Supervisors  
Date

Employee  
Date 2/1/19

Witness to Employee’s signature  
Date 2/11/19
The following is an itemized list of expenses acquired to send a Deputy to thirteen weeks of certified law enforcement training at the Iowa Law Enforcement Academy, Johnston, Iowa:

<table>
<thead>
<tr>
<th>Item</th>
<th>Single Empl.</th>
<th>Married Empl.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tuition</td>
<td>$6,240.00</td>
<td>$6,240.00</td>
</tr>
<tr>
<td>Consolidated Foods (14 wks)</td>
<td>$1,287.41</td>
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</tr>
<tr>
<td>Defensive Tactics Uniforms</td>
<td>$225.00</td>
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</tr>
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<td>Taser Certification</td>
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</tr>
<tr>
<td>Pursuit Intervention Technique (P.I.T.)</td>
<td>$100.00</td>
<td>$100.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$8,208.91</strong></td>
<td><strong>$8,208.91</strong></td>
</tr>
</tbody>
</table>

11 Deputy's wages and benefits for one year:

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<tr>
<td><strong>For one year:</strong></td>
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<td><strong>$81,312.48</strong></td>
</tr>
</tbody>
</table>

15 1/2 Week Academy

<table>
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<tr>
<th>Total</th>
<th>Single Empl.</th>
<th>Married Empl.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$19,669.05</td>
<td>$21,891.82</td>
</tr>
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111 Transportation to and from Johnston, Iowa (ILEA)
240 miles (round trip) (X) 16 trips = 3,840 miles.
3840 miles (X) .50 cents/mile = $1,920.00 $1,920.00

1IV TOTALS:

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<td>Academy Costs:</td>
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<td><strong>GRAND TOTAL</strong></td>
<td><strong>$29,797.96</strong></td>
<td><strong>$32,020.73</strong></td>
</tr>
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PRE-EMPLOYMENT TRAINING AGREEMENT
LINN COUNTY DEPUTY SHERIFF

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

1) Liquidated Damages. The employing agency has attached hereto and incorporated herein Exhibit “A” which itemizes the current costs to be paid by the employing agency upon the recruit attending and successfully completing the fifteen-week certification training course provided by the Iowa Law Enforcement Academy. Taking into consideration the requirements of the Fair Labor Standards Act and other practical adjustments due to benefits, taxes or other items paid that are not easily pro-ratable or otherwise recoverable, the sum of $29,797.96 is hereby fixed and agreed to as liquidated damages that fairly represent the economic loss that the employing agency will incur by reason of the recruit resigning within forty-eight months following completion of the certification training.

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

3) Term of Reimbursement. Monthly payments shall begin within thirty days of acceptance of employment with a different law enforcement agency and shall be in an amount not less than 1/48th of the total liquidated damages amount agreed to and shall continue each month thereafter until the reimbursement amount is paid in full.

4) Decertification. Failing to make reimbursement in accordance with this Agreement may, in addition to any other remedy available to the employing agency under this Agreement, result in decertification of the recruit as an Iowa law enforcement officer pursuant to Iowa Code Section 80B.11(7) and IAC 501-6.2(2).
5) Bona-Fide Employment. This Agreement is for the purpose of bona-fide employment of the recruit by the employing agency and is not for the purpose of achieving certification of the recruit by way of “sponsorship” through the academy.

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

11th day of February, 2019.

Linn County Employee Relations Manager

Date

Chair, Linn County Board of Supervisors

Date

Employee

Date 2-11-19

Witness to Employee’s signature

Date 2-11-19
The following is an itemized list of expenses acquired to send a Deputy to thirteen weeks of certified law enforcement training at the Iowa Law Enforcement Academy, Johnston, Iowa:

<table>
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<tr>
<th>Description</th>
<th>Single Empl.</th>
<th>Married Empl.</th>
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<tbody>
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<td>1 Tuition</td>
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</tr>
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<td><strong>Total</strong></td>
<td><strong>$8,208.91</strong></td>
<td><strong>$8,208.91</strong></td>
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</table>

11 Deputy's wages and benefits for one year:

- Starting base wage: $55,161.60
- Jail Premium pay: $520.00
- Cleaning allowance: $150.00
- Blue Cross & Blue Shield: $6,984.00
- Delta Dental Insurance: $528.00
- Long term Disability Insurance: $208.00
- Life Insurance ($15,000.00) policy: $43.00
- Iowa Public Employee Retirement System: $5,434.53
- Social Security/Medicare: $4,027.35

For one year:

- **Total**: $73,056.48
  - **Single Empl.**: $73,056.48
  - **Married Empl.**: $81,312.48

15 1/2 Week Academy

- **Total**: $19,669.05
  - **Single Empl.**: $19,669.05
  - **Married Empl.**: $21,891.82

111 Transportation to and from Johnston, Iowa (ILEA)
240 miles (round trip) (X) 16 trips = 3,840 miles.
3840 miles (X) .50 cents/ mile = $1,920.00

1V TOTALS:

- **Academy Costs**: $8,208.91
  - **Single Empl.**: $8,208.91
  - **Married Empl.**: $8,208.91
- **Wage and Benefits for one quarter**: $19,669.05
  - **Single Empl.**: $21,891.82
  - **Married Empl.**: $21,891.82
- **Transportation costs**: $1,920.00
  - **Single Empl.**: $1,920.00
  - **Married Empl.**: $1,920.00

**GRAND TOTAL**: $29,797.96
- **Single Empl.**: $29,797.96
- **Married Empl.**: $32,020.73
PRE-EMPLOYMENT TRAINING AGREEMENT
LINN COUNTY DEPUTY SHERIFF

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

1) Liquidated Damages. The employing agency has attached hereto and incorporated herein Exhibit “A” which itemizes the current costs to be paid by the employing agency upon the recruit attending and successfully completing the fifteen-week certification training course provided by the Iowa Law Enforcement Academy. Taking into consideration the requirements of the Fair Labor Standards Act and other practical adjustments due to benefits, taxes or other items paid that are not easily pro-ratable or otherwise recoverable, the sum of $30,066.46 is hereby fixed and agreed to as liquidated damages that fairly represent the economic loss that the employing agency will incur by reason of the recruit resigning within forty-eight months following completion of the certification training.

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

3) Term of Reimbursement. Monthly payments shall begin within thirty days of acceptance of employment with a different law enforcement agency and shall be in an amount not less than 1/48th of the total liquidated damages amount agreed to and shall continue each month thereafter until the reimbursement amount is paid in full.

4) Decertification. Failing to make reimbursement in accordance with this Agreement may, in addition to any other remedy available to the employing agency under this Agreement, result in decertification of the recruit as an Iowa law enforcement officer pursuant to Iowa Code Section 80B.11(7) and IAC 501-6.2(2).
5) Bona-Fide Employment. This Agreement is for the purpose of bona-fide employment of the recruit by the employing agency and is not for the purpose of achieving certification of the recruit by way of “sponsorship” through the academy.

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

14th day of January, 2019.

Linn County Employee Relations Manager

Date

Chair, Linn County Board of Supervisors

Date

Employee

Date 1/14/2019

Witness to Employee’s signature

Date 1/14/19
Exhibit "A"

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

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<thead>
<tr>
<th>Item</th>
<th>Single Empl.</th>
<th>Married Empl.</th>
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<tbody>
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<td>1 Tuition</td>
<td>$6,240.00</td>
<td>$6,240.00</td>
</tr>
<tr>
<td>5-Volume Law Books</td>
<td>$200.00</td>
<td>$200.00</td>
</tr>
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<td>Consolidated Foods (14 wks)</td>
<td>$1,500.00</td>
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<td>$2,250.00</td>
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<tr>
<td>Pursuit Intervention Technique (P.I.T.)</td>
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<td>$100.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$8,477.41</strong></td>
<td><strong>$10,502.41</strong></td>
</tr>
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11 Deputy's wages and benefits for one year:

<table>
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<th>Item</th>
<th>Single Empl.</th>
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15 1/2 Week Academy

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<th>Married Empl.</th>
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<td>Total</td>
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111 Transportation to and from Johnston, Iowa (ILEA)
240 miles (round trip) (X) 16 trips = 3,840 miles.
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IV TOTALS:

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<tr>
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<td>$1,920.00</td>
</tr>
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<td><strong>GRAND TOTAL</strong></td>
<td><strong>$30,066.46</strong></td>
<td><strong>$34,314.23</strong></td>
</tr>
</tbody>
</table>
PRE-EMPLOYMENT TRAINING AGREEMENT
LINN COUNTY DEPUTY SHERIFF

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

1) Liquidated Damages. The employing agency has attached hereto and incorporated herein Exhibit “A” which itemizes the current costs to be paid by the employing agency upon the recruit attending and successfully completing the fifteen-week certification training course provided by the Iowa Law Enforcement Academy. Taking into consideration the requirements of the Fair Labor Standards Act and other practical adjustments due to benefits, taxes or other items paid that are not easily pro-ratable or otherwise recoverable, the sum of $34,314.23 is hereby fixed and agreed to as liquidated damages that fairly represent the economic loss that the employing agency will incur by reason of the recruit resigning within forty-eight months following completion of the certification training.

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

3) Term of Reimbursement. Monthly payments shall begin within thirty days of acceptance of employment with a different law enforcement agency and shall be in an amount not less than 1/48th of the total liquidated damages amount agreed to and shall continue each month thereafter until the reimbursement amount is paid in full.

4) Decertification. Failing to make reimbursement in accordance with this Agreement may, in addition to any other remedy available to the employing agency under this Agreement, result in decertification of the recruit as an Iowa law enforcement officer pursuant to Iowa Code Section 80B.11(7) and IAC 501-6.2(2).
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9) Effective Date. This document may be executed in counterparts and shall be deemed effective, subject to all signatures being obtained, upon recruit’s employment date which shall be the:

   2nd day of January, 2019.

   ____________________________________________    Date
   Linn County Employee Relations Manager

   ____________________________________________    Date
   Chair, Linn County Board of Supervisors

   ____________________________________________    Date 2017 Sem02
   Employee

   ____________________________________________    Date
   Witness to Employee’s signature

   _______
Exhibit "A"

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

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</tr>
<tr>
<td>Defensive Tactics Uniforms</td>
<td>$80.91</td>
<td>$80.91</td>
</tr>
<tr>
<td>Criminal Law/Motor Vehicle Handbook</td>
<td>$131.50</td>
<td>$131.50</td>
</tr>
<tr>
<td>Taser Certification</td>
<td>$225.00</td>
<td>$2,250.00</td>
</tr>
<tr>
<td>Pursuit Intervention Technique (P.I.T.)</td>
<td>$100.00</td>
<td>$100.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$8,477.41</strong></td>
<td><strong>$10,502.41</strong></td>
</tr>
</tbody>
</table>

11 Deputy's wages and benefits for one year:

<table>
<thead>
<tr>
<th>Description</th>
<th>Single Empl.</th>
<th>Married Empl.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting base wage</td>
<td>$55,161.60</td>
<td>$55,161.60</td>
</tr>
<tr>
<td>Jail Premium pay</td>
<td>$520.00</td>
<td>$520.00</td>
</tr>
<tr>
<td>Cleaning allowance</td>
<td>$150.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>Blue Cross &amp; Blue Shield</td>
<td>$6,984.00</td>
<td>$15,144.00</td>
</tr>
<tr>
<td>Delta Dental Insurance</td>
<td>$528.00</td>
<td>$624.00</td>
</tr>
<tr>
<td>Long term Disability Insurance</td>
<td>$208.00</td>
<td>$208.00</td>
</tr>
<tr>
<td>Life Insurance ($15,000.00) policy</td>
<td>$43.00</td>
<td>$43.00</td>
</tr>
<tr>
<td>Iowa Public Employee Retirement System</td>
<td>$5,434.53</td>
<td>$5,434.53</td>
</tr>
<tr>
<td>Social Security/Medicare</td>
<td>$4,027.35</td>
<td>$4,027.35</td>
</tr>
<tr>
<td><strong>For one year:</strong></td>
<td><strong>$73,056.48</strong></td>
<td><strong>$81,312.48</strong></td>
</tr>
</tbody>
</table>

15 1/2 Week Academy

<table>
<thead>
<tr>
<th>Description</th>
<th>Single Empl.</th>
<th>Married Empl.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td><strong>$19,669.05</strong></td>
<td><strong>$21,891.82</strong></td>
</tr>
</tbody>
</table>

111 Transportation to and from Johnston, Iowa (ILEA)
240 miles (round trip) (X) 16 trips = 3,840 miles.
3840 miles (X) .50 cents/ mile =

<table>
<thead>
<tr>
<th>Description</th>
<th>Single Empl.</th>
<th>Married Empl.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transportation costs:</td>
<td>$1,920.00</td>
<td>$1,920.00</td>
</tr>
</tbody>
</table>

1IV TOTALS: Academy Costs:

<table>
<thead>
<tr>
<th>Description</th>
<th>Single Empl.</th>
<th>Married Empl.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academy Costs:</td>
<td>$8,477.41</td>
<td>$10,502.41</td>
</tr>
<tr>
<td>Wage and Benefits for one quarter</td>
<td>$19,669.05</td>
<td>$21,891.82</td>
</tr>
<tr>
<td>Transportation costs:</td>
<td>$1,920.00</td>
<td>$1,920.00</td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td><strong>$30,066.46</strong></td>
<td><strong>$34,314.23</strong></td>
</tr>
</tbody>
</table>
PRE-EMPLOYMENT TRAINING AGREEMENT  
LINN COUNTY DEPUTY SHERIFF

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

1) Liquidated Damages. The employing agency has attached hereto and incorporated herein Exhibit “A” which itemizes the current costs to be paid by the employing agency upon the recruit attending and successfully completing the fifteen-week certification training course provided by the Iowa Law Enforcement Academy. Taking into consideration the requirements of the Fair Labor Standards Act and other practical adjustments due to benefits, taxes or other items paid that are not easily pro-ratable or otherwise recoverable, the sum of $23,003.22 is hereby fixed and agreed to as liquidated damages that fairly represent the economic loss that the employing agency will incur by reason of the recruit resigning within forty-eight months following completion of the certification training.

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

3) Term of Reimbursement. Monthly payments shall begin within thirty days of acceptance of employment with a different law enforcement agency and shall be in an amount not less than 1/48th of the total liquidated damages amount agreed to and shall continue each month thereafter until the reimbursement amount is paid in full.

4) Decertification. Failing to make reimbursement in accordance with this Agreement may, in addition to any other remedy available to the employing agency under this Agreement, result in decertification of the recruit as an Iowa law enforcement officer pursuant to Iowa Code Section 80B.11(7) and IAC 501-6.2(2).
5) Bona-Fide Employment. This Agreement is for the purpose of bona-fide employment of the recruit by the employing agency and is not for the purpose of achieving certification of the recruit by way of “sponsorship” through the academy.

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

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

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

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

6th day of May, 2019.

Linn County Employee Relations Manager

Date

Chair, Linn County Board of Supervisors

Date

Employee

Date 06 May 2017

Witness to Employee’s signature

Date 06 May 2017
The following is an itemized list of expenses acquired to send a Deputy to thirteen weeks of certified law enforcement training at the Iowa Law Enforcement Academy, Johnston, Iowa:

<table>
<thead>
<tr>
<th></th>
<th>Single Empl.</th>
<th>Married Empl.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Tuition</td>
<td>$6,240.00</td>
<td>$6,240.00</td>
</tr>
<tr>
<td>Consolidated Foods (15 wks)</td>
<td>$1,287.41</td>
<td>$1,287.41</td>
</tr>
<tr>
<td>Defensive Tactics Uniforms</td>
<td>$225.00</td>
<td>$225.00</td>
</tr>
<tr>
<td>Taser Certification</td>
<td>$225.00</td>
<td>$225.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$7,977.41</strong></td>
<td><strong>$7,977.41</strong></td>
</tr>
</tbody>
</table>

11 Deputy’s wages and benefits for one year:

<table>
<thead>
<tr>
<th>Service</th>
<th>Single Empl.</th>
<th>Married Empl.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting base wage</td>
<td>$56,680.00</td>
<td>$56,680.00</td>
</tr>
<tr>
<td>Jail Premium pay</td>
<td>$520.00</td>
<td>$520.00</td>
</tr>
<tr>
<td>Cleaning allowance</td>
<td>$150.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>Blue Cross &amp; Blue Shield</td>
<td>$8,268.00</td>
<td>$18,072.00</td>
</tr>
<tr>
<td>Delta Dental Insurance</td>
<td>$624.00</td>
<td>$720.00</td>
</tr>
<tr>
<td>Long term Disability Insurance</td>
<td>$208.00</td>
<td>$208.00</td>
</tr>
<tr>
<td>Life Insurance ($15,000.00) policy</td>
<td>$43.00</td>
<td>$43.00</td>
</tr>
<tr>
<td>Iowa Public Employee Retirement System</td>
<td>$5,390.26</td>
<td>$5,390.26</td>
</tr>
<tr>
<td>Social Security/Medicare</td>
<td>$4,375.80</td>
<td>$4,375.80</td>
</tr>
<tr>
<td><strong>For one year:</strong></td>
<td><strong>$76,259.06</strong></td>
<td><strong>$86,159.06</strong></td>
</tr>
<tr>
<td>15 Week Academy</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$21,997.81</strong></td>
<td><strong>$24,853.58</strong></td>
</tr>
</tbody>
</table>

111 Transportation to and from Johnston, Iowa (ILEA)
240 miles (round trip) (X) 16 trips = 3,840 miles.
3840 miles (X) .50 cents/mile = $1,920.00 $1,920.00

1V TOTALS:

<table>
<thead>
<tr>
<th></th>
<th>Single Empl.</th>
<th>Married Empl.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academy Costs:</td>
<td>$7,977.41</td>
<td>$7,977.41</td>
</tr>
<tr>
<td>Wage and Benefits for one quarter</td>
<td>$21,997.81</td>
<td>$24,853.58</td>
</tr>
<tr>
<td>Transportation costs:</td>
<td>$1,920.00</td>
<td>$1,920.00</td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td><strong>$31,895.22</strong></td>
<td><strong>$34,750.99</strong></td>
</tr>
</tbody>
</table>
# MH/DS of the East Central Region

Member Counties: Benton, Bremer, Buchanan, Delaware, Dubuque, Iowa, Johnson, Jones, Linn

## Provider Contract

### Service and Rate Attachment – FY2020

#### Options of Linn County

ECR/CSN# 3317

1240 26th Avenue Court SW

Cedar Rapids, IA 52404

Effective July 1, 2019 – June 30, 2020

<table>
<thead>
<tr>
<th>Chart of Accounts</th>
<th>Procedure Code</th>
<th>Service Description</th>
<th>Approved FY 2019 Unit Rate</th>
<th>Unit of Service</th>
<th>Approved FY 2020 Unit Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>50367</td>
<td>T2020 U1</td>
<td>Day hab, daily ECR (T2020 U1) ID</td>
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<td>Day</td>
<td>$67.81</td>
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<tr>
<td>50367</td>
<td>T2020 U2</td>
<td>Day hab, daily ECR (T2020 U2) ID</td>
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<td>Day</td>
<td>$71.15</td>
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<tr>
<td>50367</td>
<td>T2020 U3</td>
<td>Day hab, daily ECR (T2020 U3) ID</td>
<td>$81.03</td>
<td>Day</td>
<td>$81.03</td>
</tr>
<tr>
<td>50367</td>
<td>T2020 U4</td>
<td>Day hab, daily ECR (T2020 U4) ID</td>
<td>$82.18</td>
<td>Day</td>
<td>$82.18</td>
</tr>
<tr>
<td>50367</td>
<td>T2020 U5</td>
<td>Day hab, daily ECR (T2020 U5) ID</td>
<td>$95.70</td>
<td>Day</td>
<td>$95.70</td>
</tr>
<tr>
<td>50367</td>
<td>T2020 U6</td>
<td>Day hab, daily ECR (T2020 U6) ID</td>
<td>$117.03</td>
<td>Day</td>
<td>$117.03</td>
</tr>
<tr>
<td>50367</td>
<td>T2021</td>
<td>Day Care, Adult, 15 min</td>
<td>$4.41</td>
<td>15 MIN</td>
<td>$4.41</td>
</tr>
</tbody>
</table>

---

1. Per the Iowa Health Link program transition; please indicate by a check-mark which Managed Care Organization (MCO) you have contracted with for reimbursement through Iowa Medicaid fee-for-service beginning March 1, 2016:

   - ✔ Amerigroup Iowa, Inc.
   - In Process
   - Iowa Total Care

2. ECR’s MH/DS fund will not be used to subsidize the cost of services provided to recipients of non-provider enrolled and contracted MCOs. ECR will not underwrite Medicaid, Medicare, or pay deductibles assigned by any third party payer.

3. Provider shall review signed contract yearly.

4. Provider shall submit invoices to ECR on a monthly basis by the fifteenth (15th) day of each month. If the first day of each month falls on a weekend or observed holiday, Provider shall submit invoices to ECR on the next business day. Provider and ECR may mutually agree to a different payment schedule in writing.

5. Provider has read, understood, and accepts the terms in the letter accompanying the rate sheet from Coordinator Davison.

6. It is the Provider’s responsibility to re assure that consumers keep their Medicaid and that there are no laps. Documentation needs to be provided to the Region immediately to show resolution is being worked on with the MCO in a timely manner to get Medicaid reinstated if such happens.

The MH/DS services and rates identified in this contract document are approved by the MH/DS of the East Central Region Governing Board for the Fiscal Year beginning July 1, 2019 and ending June 30, 2020.

Chairperson, Linn County Board of Supervisors

Date

Jody Jansen, ECR Coordinator

Date