

OFFICIAL NOTICE

The Des Moines County Board of Supervisors will hold a regular session on **Tuesday, September 6th, 2022** at 9:00 A.M. in the public meeting room at the Des Moines County Courthouse.

8:30 AM -Work Session: Board of Supervisors: Review of Weekly Business

PUBLIC NOTICE – the meeting can be viewed by live stream at www.dmcountry.com/youtube. Anyone with questions during the meeting may email the Board of Supervisors at board@dmcountry.com OR call 319-753-8203, Ext 4

TENTATIVE AGENDA:

1. Pledge of Allegiance
2. Changes to Tentative Agenda
3. Meet with Department Heads / Elected Officials
4. Correspondence
5. Discussion / Vote:
 - A. Payroll Reimbursement Claims
 - B. Accounts Payable Claims
 - C. National Voter Registration Month Proclamation
 - D. Architect Services for Jail Projects
 - E. Approval of Real Estate Sale Contract for 18336 198th Street, New London, IA
 - F. Approval of Real Estate Sale Contract for 403 E. Meadow Street, Mediapolis, IA
 - G. Class C Liquor License – Double Eagle Golf, Inc. DBA Spirit Hollow Clubhouse
 - H. Personnel Actions:
 1. Correctional Center (1)
 2. County Attorney (1)
 - I. Reports:
 1. Jail Stats, July 2022
 - J. Minutes for Regular Meeting on August 30th, 2022
6. Other Business
7. Future Agenda Items
8. Committee Reports
9. Public Input
10. Adjournment

**Payroll Claims
Reimbursements**

Accounts Payable Claims

National Voter Registration Month

OFFICIAL PROCLAMATION BY DES MOINES COUNTY BOARD OF SUPERVISORS

WHEREAS registering to vote empowers Iowans to make their voices heard by exercising their right to vote on Election Day; and

WHEREAS Iowa consistently ranks among the top 10 states in the nation for voter registration and participation; and

WHEREAS 17-year-olds are now eligible to register to vote in Iowa; and

WHEREAS Iowa's voter registration process is easier and more convenient than ever before, with online voter registration, Election Day registration, and applications available through government agencies across the state; and

WHEREAS we encourage all interested citizens and all appropriate media outlets and civic organizations to participate in this non-partisan voter registration awareness initiative to encourage the maximum participation of qualified voters in Iowa.

NOW, THEREFORE, we, the Des Moines County Board of Supervisors, do hereby proclaim September 2022 as National Voter Registration Month and Tuesday, September 20th, 2022, as National Voter Registration Day.

Signed this 6th day of September 2022 in Burlington, Iowa

Jim Cary, Chairman

Shane McCampbell, Vice-Chair

Tom Broeker, Member

Short Form Agreement For Engineer/Architect/Surveying Services

KLINGNER & ASSOCIATES, P.C.

www.klingner.com

OFFICES:

616 N. 24 th Street, Quincy, IL 62301	217.223.3670	Fax 217.223.3603	Date <u>April 11, 2022 Revised 8/26/22</u>
2150 West Main Street, Carbondale, IL 62901	618.331.4050		Project Type (Office <u>Code</u>) <u>0903</u>
49 N. Prairie Street, Galesburg, IL 61401	309.343.1268	Fax 309.341.3781	Phase Manager <u>RWB</u>
610 N. 4 th Street, Burlington IA 52601	319.752.3603	Fax 319.752.3605	Project Manager <u>RWB</u>
4111 East 60 th Street, Davenport, IA 52807	563.359.1348	Fax 563.359.3295	Client Manager <u>RWB</u>
604 Liberty Street, Suite 125, Pella, IA 50219	515.612.7402		
907 E. Ash Street, Columbia, MO 65201	573.355.5988		
4510 Paris Gravel Road, Hannibal MO 63401	573.221.0020	Fax 573.221.0012	

Quincy ☐ Carbondale ☐ Galesburg ☐ Burlington ☒ Davenport ☐ Pella ☐ Columbia ☐ Hannibal ☐

PROJECT & SCOPE OF SERVICES:

Client Des Moines County Contact Person Rodney Bliesener
Address 513 N. Main City/State/Zip Burlington, Iowa 52601
Phone 319-753-8294 Cell 319-754-1473 Email bliesener@dmcounty.com

Project Name Des Moines County Jail Re-roofing and Exterior Finishes

We (Klingner & Associates, P.C.) agree to provide to you (the Client) the following consulting, design, advisory, and/or surveying services:
Description and Location of Work:

See attached scope of work. **Revisions are indicated in bold, italicized font.**

Target Start Date: Upon agreement Target Completion Date: See schedule in attached

FEES AND EXPENSES – Our services will be charged on the following basis (check all that apply):

- ☒ Hourly at standard per diem charges of staff members, plus all "Reimbursable Expenses". For planning purposes, the estimated fees are:
- | | |
|-----------------------------|--|
| Labor Cost Estimate | \$ <u>See fee schedule in attached</u> |
| Reimbursable Cost Estimate | \$ _____ |
| Consultant Cost Estimate | \$ _____ |
| Total Project Cost Estimate | \$ _____ |
- Conditions encountered may result in higher or lower charges.
- ☒ Lump sum basis for the amount of \$ See fee schedule in attached ☒ Plus reimbursable expenses
- ☐ A prepaid retainer of \$ N/A is required prior to start of work. The retainer will be applied to the final project invoice.

GENERAL TERMS AND CONDITIONS – Our agreement is subject to the **General Terms and Conditions** following this page, which are a part of this agreement for our services. Our services do not include special inspections and structural tests as defined in Sections 1701 through 1715 of the International Building Code (IBC) unless specifically noted.

ACCEPTANCE – The above Scope of Services, Fees, and General Terms and Conditions are satisfactory and hereby accepted. You are authorized to do the work.

Signature of Client

Title

Date of Acceptance

Bryan C. Bross

Signature of Consultant

Vice President

Title

Date of Signature

Project No. _____

Digitally signed by Bryan C Bross
DN: C=US, OU=Burlington Office, O=Klingner and
Associates P.C., CN=Bryan C Bross, E=bcb@klingner.com
Reason: I agree to the terms defined by the placement of my
signature in this document
Location: Iowa
Date: 2022-08-29 08:49:50

GENERAL TERMS & CONDITIONS

DEFINITIONS: The term Client shall be herein interpreted as the person, corporation, or public entity to which this contract is made. The term E/A/S is any division of Klingner & Associates, P.C. providing the professional Engineering, Architectural, or Surveying services.

SCOPE OF SERVICES: Services are limited to those specifically listed; they do not include others not set forth or not listed which are expressly excluded from the scope of the E/A/S's services unless separately provided in writing, including but not limited to special inspections and structural tests as defined in Sections 1701 through 1715 of the International Building Code (IBC). The E/A/S assumes no responsibility to perform or provide any services not specifically listed.

STANDARD OF PRACTICE: Services performed by the E/A/S under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, opinion, document or otherwise.

FIDUCIARY RESPONSIBILITY: The Client confirms that neither the E/A/S nor any of the E/A/S's subconsultants or subcontractors has offered any fiduciary service to the Client and no fiduciary responsibility shall be owed to the Client by the E/A/S or any of the E/A/S's subconsultants or subcontractors as a consequence of the E/A/S's entering into this Agreement with the Client.

CHANGED CONDITIONS: This Agreement is based on conditions actually known by or disclosed to the E/A/S. If other conditions not originally known or disclosed become known or disclosed, the E/A/S may require a renegotiation of appropriate portions of this Agreement (e.g., compensation or scope of service).

INFORMATION PROVIDED BY OTHERS: The Client shall furnish and grant permission to use, at the Client's expense, all information, requirements, reports, data, surveys and instructions as defined in the Scope of Services of this Agreement. The E/A/S may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof without independent verifications or investigation.

UNAUTHORIZED CHANGES: In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the E/A/S without obtaining the E/A/S's prior written consent, the Client shall assume full responsibility for the results or consequences of such changes. Therefore the Client waives any claim against the E/A/S and releases the E/A/S from any liability arising directly or indirectly from such unapproved changes whether or not known by the E/A/S.

Change Orders: The Client agrees not to make any claim directly or indirectly against the E/A/S on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed fifteen percent (15%) of Construction Cost, and then only for an amount in excess of such percentage. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Client would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of the E/A/S related thereto.

BETTERMENT: If, due to the E/A/S's negligence, a required item or component of the Project is omitted from the E/A/S's construction documents, the E/A/S shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the E/A/S be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

COMPENSATION METHODS: The "Lump Sum" method includes compensation for the E/A/S's services and services of outside the E/A/S's, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit and may or may not include Reimbursable Expenses. The "Standard Hourly Rate" method is an amount equal to the cumulative hours charged per each classification of employee, times a current Standard Hourly Rate (revised annually on July 1st) for each applicable billing classification for all services performed on a Specific Project, plus Reimbursable Expenses and outside the E/A/S charges, if any. The "Payroll Cost Times Multiplier" method is an amount equal to the cumulative hours charged per each classification of employee, times a specified multiplier of the employee's payroll cost. The "Payroll Cost" is defined as the salary and wage of an employee plus the cost of customary and statutory benefits including, but not necessarily limited to, social security contributions, unemployment, health, sick leave, vacation, workers' compensation, incentive and holiday pay applicable thereto. "Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including but not limited to the following: transportation and subsistence, telephone and media expenses, reproduction or printing, computer time, and outside the E/A/Ss.

PAYMENT: The E/A/S may invoice for its services and expenses monthly, based on the proportion of the actual work completed at the time of invoicing. Payment of invoice is due within fifteen (15) calendar days from the date invoiced. If not paid within thirty (30) calendar days, the Client agrees to additionally pay interest at the rate of one percent (1%) per month on the unpaid balance, or the maximum rate of interest permitted by law, whichever is less. If Client chooses to make payment by credit card, a five percent (5%) fee will be added to the invoice amount. In addition, the Client agrees to pay attorney fees, cost and collection expenses if incurred by the E/A/S to obtain payment. If payment request is passed on to a collection agency, the Client agrees to pay the invoice amount and accrued interest, plus the fee of the collection agency. Any claim for payment will be brought in Adams County, Illinois.

RISK ALLOCATION: The E/A/S's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon the E/A/S, other than for professional errors, omissions or negligence will be limited to the E/A/S's general liability insurance coverage of \$1,000,000.00.

LIMITATION OF LIABILITY: For any damage on account of professional errors, omissions or negligence will be limited to \$100,000.00 or the fee, whichever is less. In no event shall the E/A/S be liable for incidental or consequential damages. This provision is separable from the remainder of this agreement to the extent inconsistent with law.

CONSTRUCTION CONTINGENCY: Client recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by the E/A/S or in the other professional services performed or furnished by the E/A/S under this Agreement ("Covered Change Orders"). Accordingly, Client agrees to budget a minimum of five percent (5%) of the total client's construction contractor's bid amount(s) for contingencies.

DEFECTS IN SERVICE: The Client shall immediately report to the E/A/S any defects or suspected defects in the E/A/S's services of which the Client becomes or should have become aware and allow the E/A/S to take measures to minimize the consequences of such a defect. Failure by the Client to notify the E/A/S shall relieve the E/A/S of the costs of remedying the defects claimed above the sum such remedy would have cost had prompt notification been given when such defects were or should have been first discovered.

ILLINOIS REVISED STATUTES COMPLIANCE: The Consultant and he/she and his/her principals have not been barred from signing this Agreement as a result of a violation of Sections 33E-3 and 33E-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois Revised Statutes.)

TIME OF COMPLETION: The E/A/S will use its best efforts to complete the work by the date indicated in the schedule, but the E/A/S shall incur no liability due to any delay for any reason and the Client's obligation to pay fees and expenses shall not be affected by any delay. In addition, if any delay increases the cost or time required by the E/A/S to perform its services in an orderly, professional and efficient manner, the E/A/S shall be entitled to a reasonable and equitable adjustment in schedule and/or compensation.

OWNERSHIP OF DRAWINGS AND ELECTRONIC INFORMATION: Drawings, tracings, plats, specifications, CADD files, electronic information, and other products produced by the E/A/S may be used in connection with the Client's presently proposed project, but shall otherwise be the E/A/S's property and their use for any other project is not authorized. The Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the E/A/S from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with modification, translation, misinterpretation, misuse, or reuse by the Client or others of the machine readable information and data or other electronic data which may be provided by the E/A/S under this Agreement. Contract Documents include both the sealed drawings and the electronic files. If there is a conflict between the two, the sealed drawings will govern.

ACCEPTANCE PERIOD: CADD files shall have an acceptance period of 90 days. During this time, the Client can examine the electronic files and verify their correctness. The E/A/S will remedy any errors discovered in the files during this period. Once the acceptance period ends, the Client has accepted the files and takes responsibility for their ongoing maintenance.

OPINIONS OF PROBABLE COST: In providing opinions of probable cost, the Client understands that the E/A/S has no control over contractor's costs or the price of contractor's labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable cost provided herein are to be made on the basis of the E/A/S's qualifications and experience. The E/A/S makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

HAZARDOUS ENVIRONMENTAL CONDITIONS: Unless expressly stated in writing, the E/A/S does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform the E/A/S of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, the E/A/S will notify the Client and, as appropriate, government officials of them. The E/A/S may without liability or reduction or delay of compensation due suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. The E/A/S shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials, or substances: assumes no liability for correction of any Hazardous Environmental Condition; and shall be entitled to payment or reimbursement of expenses, costs, or damages occasioned by undisclosed Hazardous Environmental Conditions.

CONSTRUCTION SERVICES: Should the Client provide construction observation or review with either the Client's representatives or a third party, the E/A/S's services under this Agreement will be considered to be completed upon completion and submittal of the Final Design or the services outlined in the Scope of Work. It is understood and agreed that if the E/A/S's Services under this Agreement do not include project observation, or review of the Contractor's performance, or other construction services, and that such services will be provided by the Client, then the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the E/A/S that may be in any way connected thereto.

AUTHORITY AND RESPONSIBILITY: The E/A/S (1) does not guarantee the actual bids the Client will receive or the work of any Contractor or Subcontractor, (2) has no authority to stop work by any Contractor or Subcontractor, (3) has no supervision or control as to the work or persons doing the work, (4) does not have charge of the work, (5) is not responsible for safety in, on, or about the job site, and (6) does not have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. The E/A/S neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to finish and perform its work in accordance with the Contract Documents.

TERMINATION: This agreement may be terminated by either party on written notice. If terminated by either party (with or without cause), the Client agrees to pay for all services and reimburse all expenses performed or incurred to and including the date written notice of termination is received by either party.

DISPUTE RESOLUTION: Any claims or disputes made during design, construction or post-construction between the Client and the E/A/S shall be submitted to non-binding mediation. The Client and the E/A/S agree to include a similar mediation agreement with all Contractors, Subcontractors, Sub consultants, Suppliers and Fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

BINDING EFFECT: This is the entire agreement. It may not be amended except in writing. It shall be binding on both the Client and the E/A/S and their legal representatives, executors, administrators, successors and assigns.

INDEMNIFICATION: The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the E/A/S, his or her officers, directors, employees, agents and sub consultants from and against said damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the E/A/S's providing emergency services under this Agreement, excepting only those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of the E/A/S.

FAST TRACK/DESIGN-BUILD AND CONSTRUCTION: In consideration of the benefits to the Client of employing the "fast track" process (in which some of the E/A/S's design services overlap the construction work and/or are out of sequence with the traditional project performance or delivery method), and in recognition of the inherent risks of fast tracking to the E/A/S which Client accepts, the Client waives all claims against the E/A/S for design changes and modification of portions of the services already constructed due to the Client's decision to employ the fast track process. The Client further agrees to compensate the E/A/S for all Additional Services required to modify, correct, or adjust the Construction Documents and coordinate them in order to meet the Client's Project requirements because of the Client's knowing decision to construct the Project in a fast track manner.

RIGHT OF ENTRY: Client shall provide for E/A/S's right to enter property owned by Client and/or others in order for E/A/S to fulfill the scope of service for this Project. Client understands that use of exploration equipment may unavoidably cause damage, the correction of which is not the responsibility of E/A/S.

BURIED UTILITIES: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against the E/A/S and to defend, indemnify and hold harmless for any claim or liability for injury or loss arising from the E/A/S or other persons encountering utilities or other manmade objects that were not called to the E/A/S's attention or which were not properly located on the plans furnished to the E/A/S. Client further agrees to compensate the E/A/S for any time or expenses incurred by the E/A/S in defense of any such claim, in accordance with the E/A/S's standard hourly per diem fee schedule and expense reimbursement policy.

KLINGNER

& ASSOCIATES, P.C.

Engineers • Architects • Surveyors

PROPOSAL FOR: Des Moines County, Iowa; 513 N. Main Street, Burlington, Iowa 52601
PROJECT: Des Moines County Jail Re-roofing and Exterior Finishes
DATE: April 11, 2022; **Revised August 26, 2022**

I. PROJECT DESCRIPTION/UNDERSTANDING

Des Moines County (Client) has requested that Klingner & Associates, P.C. (Klingner) provide architecture services for Des Moines County Jail Re-roofing and Exterior Finishes. The project will involve developing solutions for the replacement of the existing roof system and replacement/repairs of the existing EIFS system.

In August of 2022, Klingner was alerted that the County would like to design, bid, and construct the roof and wall scope separately rather than as a single project. Bold and italicized text in this document indicates changes made to accommodate this request. Information made incorrect by this modification is not deleted, but struck for clarity.

II. PROJECT LOCATION

The existing jail is located at 3630 Bauer Drive in Burlington, Iowa. No modifications beyond repairs and replacement of existing roof and EIFS systems are anticipated.

III. OWNER PROVIDED INFORMATION

- a. Asbestos testing at the start of the construction project per Iowa law.
- b. Input on design direction.
- c. Access to the site as required for design, bidding, and construction.
- d. Review and comment on bidding documents.
- e. Project budget information and feedback.
- f. Existing building plans as required by the nature of the project (already provided).

IV. PROJECT TEAM

The strength of the proposed Klingner design team is based on strong leadership in design and management, as well as, a complete set of in-house design services. The project-specific team includes:

- a. Russell W. Brissey / Project Manager
- b. Stephanie R.W. Brakeville / Project Architect
- c. Additional Klingner Staff, as required

V. SCOPE OF SERVICES

a. Phase 1: Construction Documents

Upon approval of the agreement, Klingner will prepare construction documents. Final refinement of the design, if required, will take place during this phase to align the design documents with the project budget. The construction documents will serve as the building permit, bid, and construction set. Deliverables during this phase include:

- i. One (1) site visit for members of the team to field verify any dimensions not apparent from the provided documents and photograph the existing conditions.

- ii. Preliminary research into potential systems for repair/replacement of the existing EIFS system.
- iii. One (1) meeting to discuss options on the exterior wall system.
- iv. Prepare architectural construction documents such as plans, elevations, details, and specifications as required for permit, bidding, and construction, including:
 - 1. Demolition plans and elevations.
 - 2. Roof plan.
 - 3. Exterior elevations.
 - 4. Architectural sections and details, to depict design ideas, as required.
 - 5. Schedule sheet specifications for exterior finishes, as required.
 - 6. ***Two (2) separate sets of construction documents shall be provided (one for roof system, one for wall system). Solutions for temporary enclosure where the two systems meet shall be designed and included in the earlier project. Solutions for permanent integration of the two systems shall be designed and included in the later project.***
- v. Project Manual:
 - 1. Front end specifications for public bidding per State of Iowa requirements.
 - 2. Quality/performance specifications as required for the scope of the work.
 - 3. ***Two (2) separate project manuals shall be provided (one for roof system, one for wall system).***
- vi. Opinion of Probable Cost.

b. Phase 2: Bidding Assistance

Klingner shall assist the Client in obtaining bids and shall assist in awarding the contract for construction according to the terms of the signed agreement. Services during this phase include:

- i. Prepare and advertise bidding documents per public bidding requirements.
- ii. Respond to bidder questions and requests for substitutions during the bidding period.
- iii. Conduct one (1) pre-bid meeting, including meeting minutes.
- iv. Development of addenda as required to document changes during the bidding period.
- v. Conduct the bid opening.
- vi. Evaluate the bids and assist the Client with awarding the contract for construction.
- vii. Prepare Owner-Contractor agreement using American Institute of Architects (AIA) standard forms.
- viii. ***Clarification: Each of the above listed services shall be provided for both projects (i.e. two pre-bid meetings, two bid openings, two contracts, etc.).***

c. Phase 3: Contract Administration (hourly)

Klingner will visit the site at intervals appropriate to the stage of the Contractor's operations to become generally familiar with and to keep the Client informed about the progress and quality of the portion of the work completed and determine, in general, if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Construction Documents. Klingner will review the Contractor's

submittals such as shop drawings, product data, and samples according to the terms of the signed agreement. Deliverables during this phase of work include:

- i. Conduct a pre-construction conference with major contractors, subcontractors, manufacturers, and suppliers to explain the project, set the tone for quality performance, review critical areas of interface, and determine the impact of long lead products.
- ii. Response to requests for information and clarification by the General Contractor according to the terms of the signed agreement.
- iii. Review submissions for contractor change orders.
- iv. Review and sign contractor payment applications.
- v. Site visits as necessary, to coincide with construction progress meetings.
- vi. Attendance at construction progress meetings.
- vii. One (1) site visit and review of the Contractor-developed punchlist after the Contractor notifies Klingner the project has reached Substantial Completion.
- viii. One (1) walk-through or counter-punchlist of the project to determine final completion.
- ix. **Clarification: Each of the above listed services shall be provided for both projects. The projects are expected to take place sequentially rather than concurrently (the second project will only begin after the first is fully completed), so the timeframe for construction is assumed to be approximately twice as long.**

VI. CONSULTANT SERVICES

We do not expect outside subconsultants to be required at this time. If contracts are requested to be held, Klingner will hold the subconsultant contract for 1.15 times the cost of all subconsultant fees for the project.

VII. COMPENSATION AND CONTRACTS

Compensation shall be based on a lump sum fee as per the following breakdown unless otherwise noted as hourly (per diem). The total compensation is based on the scope of work as defined by the above Scope of Services.

ARCHITECTURAL SERVICES FEE	
Phases	Compensation
Phase 1: Construction Documents (Lump Sum)	\$17,500
<i>Additional fee for duplication and separation of projects</i>	\$8,000
Phase 2: Bidding Assistance (Lump Sum)	\$5,000
<i>Additional fee for two projects instead of one</i>	\$4,000
Phase 3: Contract Administration (Estimated Hourly)	\$8,000*
<i>Estimated additional fee for extended construction timeframe</i>	\$8,000*
ESTIMATED TOTAL	\$50,500* \$30,500

* Indicates hourly estimated fee conditions encounter may result in higher or lower charges.

VIII. SCHEDULE

This proposal anticipates the following milestone dates as the basis for a general proposed schedule for the scope and fees identified above. These dates are contingent upon timely feedback by the Client at project milestones.

- a. Upon agreement: Project Kickoff (Construction Documents for Re-roofing to begin immediately)
- b. 2-4 weeks after Kickoff: Meeting to discuss options for exterior finishes/wall systems

- c. ~~Summer 2022:~~ ~~Construction Documents Complete~~
- d. **Fall 2022:** **Construction Documents Complete for both projects**
- e. ~~Summer 2022:~~ ~~Bid Project / Bid Opening~~
- f. **Fall 2022:** **Bid Project / Bid Opening for both projects**
- g. **FY 2022/2023** **Construction Begins on Project 1**
- h. **FY 2023/2024** **Construction on Project 2**

IX. REIMBURSABLE EXPENSES

In addition to the compensation for basic engineering services, normal project-related reimbursable expenses will be invoiced. The reimbursable expenses shall include:

- a. Project travel expenses including mileage;
- b. Printing, plotting, photocopying and photo reprographics for Client and/or Contractor use;
- c. Courier and express delivery charges;
- d. Meetings other than those mentioned in the scope of services listed above; and
- e. Other project specific expenses pre-authorized by the Client.

X. ADDITIONAL SERVICES

The following are considered Additional Services and will be billed at our hourly rate basis in accordance with the Schedule of Hourly Rates (per diem), subject to change annually on July 1. Alternately, when it becomes apparent that additional work is needed, Klingner can provide lump sum cost for specific items. In either case, work will not begin without notification and approval from the Owner.

- a. Anything not specifically listed above.
- b. Grant/Permit/Certification Assistance:
 - i. Energy code analyses / documentation (COMcheck).
 - ii. Energy rebate assistance.
- c. Construction document items:
 - i. Site verification beyond observable conditions; laser measured field verification.
 - ii. All design services not related to the roof and wall systems.
 - iii. All mechanical/electrical/plumbing design services.
 - iv. All structural design services.
 - v. All civil/site/surveying/geotechnical services.
- d. Miscellaneous items:
 - i. Permit fees not by Klingner.
 - ii. On-site observation and special structural inspections.
 - iii. Prepare and issue an electronic set of as-designed record drawings in AutoCAD or as a PDF.

**DMC Correctional Center Re-Roof & Exterior Finishes
Board/Legal Timeline
August 29, 2022**

The following is a suggested timeline for the review, bidding, and award of above referenced project. This is based on approval of additional service scope by September 6, 2022.

Final Construction Drawings Full Team Review – Thursday, September 22, 2022 @ 2:00pm

September 16, 2022 - Klingner will complete the front-end specs and builders' contract for lawyer/insurance agent review. Review to be complete by September 30, 2022.

Regular Scheduled Des Moines County Board of Supervisors Meeting: Tuesday, October 4, 2022, 9:00 a.m. at the Des Moines County Courthouse: County/lawyer will prepare a board resolution ordering construction and fix a date for public hearing on plans and specs, form of contract and estimated total cost of construction.

Klingner sends out bids: Tuesday, October 11, 2022 (following IA regulations requirements)

As of July 1, 2016, governmental entities must "post" their Notice to Bidders not less than thirteen (13) and not more than forty-five (45) days before the deadline for submission of bids in/on all three of the following:

- in a relevant contractor plan room service with statewide circulation (Klingner – need proof), and*
- in a relevant construction lead generating service with statewide circulation (Klingner – need proof), and*
- either on an internet site sponsored by the governmental entity (County - on website) or a statewide association that represents the governmental entity.*

(Master Builders of Iowa will post at no cost, and fulfills the first two requirements (Klingner to handle). County to post on County website to satisfy the third requirement on October 11, 2022.

Klingner – Post in state-wide plan room on 10/11/2022. Need proof of publication sent to County. Russell to reach out to interested bidders.

Pre-Bid Meeting: 2:00 pm, Tuesday, October 18, 2022 (at the project site)

Bid Due Date: 2:00 pm Tuesday, November 1, 2022 (at Des Moines County Courthouse)

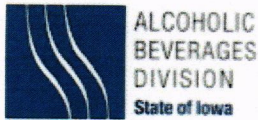
Public Hearing at Regular Board of Supervisors Meeting to Award Lowest Responsible Bid: Tuesday, November 08, 2022 9:00 am (Des Moines County Courthouse) *(a notice will be published, in a newspaper published at least once weekly and having a general circulation in the County not less than 4 nor more than 20 days before the hearing)*

Regular Scheduled Board Meeting to Approve Contract and Performance Bond and Issue Notice to Proceed – Tuesday, November 29, 2022 at 9:00 am (at Des Moines County Courthouse)

AGENDA ITEMS - COUNTY ENGINEER

Tuesday, September 6, 2022

- ❖ Approval of Real Estate Sale Contract for 18336 198th Street,
New London, IA
- ❖ Approval of Real Estate Sale Contract for 403 E. Meadow Street,
Mediapolis, IA



State of Iowa

Alcoholic Beverages Division

FILED

SEP 01 2022

DES MOINES CO. AUDITOR
BURLINGTON, IOWA

App. 165419

Applicant

NAME OF LEGAL ENTITY

Double Eagle Golf, Inc.

NAME OF BUSINESS(DBA)

Spirit Hollow Clubhouse

BUSINESS

(319) 754-0653

ADDRESS OF PREMISES

5592 Clubhouse Dr

PREMISES SUITE/APT NUMBER

CITY

COUNTY

ZIP

Burlington

Des
Moines

52601-0000

MAILING ADDRESS

3000 Kirkwood St

CITY

Burlington

STATE

Iowa

ZIP

52601-0000

Contact Person

NAME

Randy Winegard

PHONE

(319) 754-0653

EMAIL

mkenn@winegard.com

License Information

LICENSE NUMBER

LC0030179

LICENSE/PERMIT TYPE

Class C Liquor License

TERM

12 Month

STATUS

Submitted
to Local
Authority

TENTATIVE EFFECTIVE DATE

Oct 1, 2022

TENTATIVE EXPIRATION DATE

Sep 30, 2023

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Liquor License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service, Sunday Service

Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Nancy Winegard	Longmont	Colorado	80503	Owner	49.00	Yes
John Randall (Randy) Winegard	Burlington	Iowa	52601	Owner	51.00	No
Melodee Kennedy	Burlington	Iowa	52601	Officer	0.00	Yes

Insurance Company Information

INSURANCE COMPANY

Secura Insurance Company

POLICY EFFECTIVE DATE

Oct 1, 2022

POLICY EXPIRATION DATE

Oct 1, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: DONLAN, Isabelle Employee #: _____
Title: Kitchen-Asst. Cook Department: Correctional Center

STATUS CHANGES

TERMINATION

☒ Resignation
☐ Discharge
☐ Retirement
☐ Unsatisfactory Probation
☐ Death
☐ Other, Explain _____

Last Day Worked 9/6/22
Add Vacation Days _____ to _____
Add Sick Days _____ to _____
Add Other Days _____ to _____
Last Day Paid _____
Unpaid Days _____ to _____

Final Termination Date 9/8/22

Final Rate of Pay _____
Permanent Address _____
City, State, Zip _____

LEAVE OF ABSENCE

☐ Maternity
☐ Medical
☐ Other, Explain _____
☐ Educational
☐ Military

Dates of Absence _____ to _____

Does the employee Want
Health Insurance Continued ☐ Yes ☐ No

Does Employee Want Life
Insurance Continued ☐ Yes ☐ No

TRANSFER

☐ Permanent
☐ Temporary
☐ Voluntary
☐ Involuntary

Previous Title _____
Previous Dept _____
New Job Title _____
New Dept _____
Previous Rate _____
Effective Transfer Date _____

LAY OFF

Does the employee Want
Health Insurance Continued ☐ Yes ☐ No

Does Employee Want Life
Insurance Continued ☐ Yes ☐ No

Last Day Worked _____

SALARY ADJUSTMENT

☐ Reclassification
☐ Anniversary
☐ Promotion
☐ Probationary
☐ Demotion
☐ Reducation
☐ Suspension
☐ Other, Explain _____

Resignation

Previous Rate \$10.26/hr New Rate \$0.00/hr

Previous Job Title: (if changed) _____
Effective Date: September 8, 2022

Authorized by: /s/ Colter J. Levinson Department: Correction. Center Date: August 31, 2022
Authorized by: _____ Department: _____ Date: _____

Pay Period Ending: _____ Payroll Date: _____

NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Elizabeth (Libby) Friscaro

Employee # : _____

Title: Receptionist/Records Assistant

Department: _____

County Attorney

STATUS CHANGES

TERMINATION

☐ Resignation ☐ Unsatisfactory Probation
☐ Discharge ☐ Death
☐ Retirement ☐ Other, Explain

TRANSFER

☐ Permanent ☐ Voluntary
☐ Temporary ☐ Involuntary

Last Day Worked _____

Add Vacation Days _____ to _____

Add Sick Days _____ to _____

Add Other Days _____ to _____

Last Day Paid _____

Unpaid Days _____ to _____

Previous Title _____

Previous Dept _____

New Job Title _____

New Dept _____

Previous Rate _____

New Rate _____

Effective Transfer Date _____

Final Termination Date _____

Final Rate of Pay _____

Permanent Address _____

City, State, Zip _____

LAY OFF

Does the employee Want

Health Insurance Continued

☐ Yes

☐ No

Does Employee Want Life

Insurance Continued

☐ Yes

☐ No

Last Day Worked _____

LEAVE OF ABSENCE

☐ Maternity ☐ Educational
☐ Medical ☐ Military
☐ Other, Explain

SALARY ADJUSTMENT

☒ New Hire ☐ Demotion
☐ Anniversary ☐ Reduction
☐ Promotion ☐ Suspension
☐ Probationary ☐ Other, Explain

New Hire-Salary: \$29,812.23-Reception/Records Asst.

0001-04-1100-000-10050 – Start date 09/07/22

Dates of Absence _____ to _____

Does the employee Want

Health Insurance Continued

☐ Yes ☐ No

Does Employee Want Life

Insurance Continued

☐ Yes ☐ No

Previous Rate _____

New Rate _____

Previous Job Title: (if changed) _____

Effective Date: _____

Authorized by: 

Department: County Attorney

Date: 09/01/22

Authorized by: _____

Department: _____

Date: _____

Pay Period Ending: _____

Payroll Date: _____

Facility Name: Des Moines	Date Report Completed: 08/30/2022
Completed by: Doris Krogmeier Contact No: 319-753-8288	Report Month: July, 22

**Iowa Department of Corrections
County Jail and Lockup Monthly Prisoner Statistical Report**

<i>Actual number of prisoners in the jail as of 00:01 a.m. on the first day of report month:</i>			<i>Actual number of prisoners in the jail as of 00:01 on first day of the following month (Formula A + B - C = D)</i>		
Adult Males	58	Section A	Adult Males	60	Section D
Adult Females	8		Adult Females	15	
Juvenile Males	0		Juvenile Males	0	
Juvenile Females	0		Juvenile Females	0	
Juveniles (Adult Waivers)	2		Juveniles (Adult Waivers)	2	
TOTAL	68		TOTAL	77	
<i>Number of prisoners processed into the jail between 00:01 on the first of the month until 00:01 on first day of following report month:</i>			Section E		
Adult Males	121	Section B	1. Total jail capacity:	80	
Adult Females	49		a. Total temporary holding cell capacity	12	
Juvenile Males	0		b. Total permanent jail bed capacity	68	
Juvenile Females	0		2. Total report month suicides:	0	
Juveniles (Adult Waivers)	1		3. Total report month attempted suicides:	0	
TOTAL	171		4. Has jail/lockup been certified by Department of Corrections to hold juveniles?	No	
<i>Number of prisoners released from custody between 00:01 on the first of the month until 00:01 on first day of following report month:</i>			5. Highest number of prisoners held each day of the month in your jail:		
Adult Males	119	Section C	Sun	Mon	Tue
Adult Females	42		Wed	Thu	Fri
Juvenile Males	0		Sat		
Juvenile Females	0		03 63	04 64	05 73
Juveniles (Adult Waivers)	1		10 67	11 67	12 67
TOTAL	162		17 73	18 76	19 75
			24 74	25 72	26 73
			31 77	27 72	28 74
					29 72
					30 73
					Average daily population (Divide combined total of prisoners held in question "5" by number of days in report month): 70.81

Section F

Complete for all juveniles released during the report month and only on juveniles held securely at your facility (i.e. in a locked cell, room or other secure method). Juveniles include all persons under the age of 18, regardless if juvenile or adult court had jurisdiction.

Age	Sex	Race	Admit	Release	Specific Offense	Holding Authority	County/Municipality	Warrant (Y/N)
16	M	B	07/01/22 00:01	07/31/22 00:00	707.2(1)(b)	AC		No
17	M	W	07/01/22 00:01	07/31/22 00:00	711.2, 711.2	AC		No
17	M	W	07/27/22 08:37	07/27/22 14:36	713.6(a), 714.294)	AC		No

Race Codes: W=White/Caucasian, B=Black/African American, NA=Native American, H=Hispanic, A=Asian and O=Other

Specific Offense can either be Iowa Code or name of offense (e.g. 711.3 or Robbery 2nd)

Holding Authority: LE = Law Enforcement, AC = Adult/District/Magistrate Court, JC = Juvenile Court, INS, O = Other

Please indicate whether the juvenile was held pursuant to a verbal/written court order.

County/Municipality: Indicate what county/municipality if holding for other than your own.

Section G

Complete for all prisoners under control of Sheriff but not in your facility/jail.

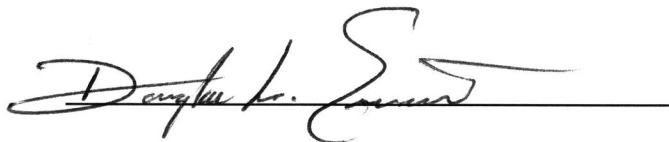
	Number of prisoners during the reporting month.	Prisoner days during reporting month.
Prisoners in other counties	3	63
Prisoners on electronic monitoring or house arrest	0	0
Prisoners in other institutions (Hospital, MHI, etc.)	0	0
Prisoners housed out of state	0	0
Prisoners on other type of release but under Sheriff control	0	0
TOTALS	3	63

BILL FOR BOARDING AND LODGING PRISONERS

DES MOINES COUNTY, BURLINGTON, IOWA
KEVIN GLENDENING, SHERIFF
BOARDING AND LODGING PRISONERS,
JULY 1, 2022 TO JULY 31, 2022

STATE OF IOWA, DES MOINES COUNTY, SS:

I DO SOLEMNLY SWEAR THAT THE SEVERAL ITEMS
MENTIONED IN THE ANNEXED ACCOUNT ARE JUST AND TRUE
AND WHOLLY UNPAID.

 _____, SHERIFF OR DESIGNEE

SUBSCRIBED AND SWORN TO ME THIS 30th DAY OF
[Click here and type month & year]

August 30th, 2022

The Des Moines County Board of Supervisors met in regular session at the Court House in Burlington at 9 AM on Tuesday, August 30th, 2022, with Chairman Jim Cary, Vice-Chair Shane McCampbell and Member Tom Broeker present. This meeting was also held electronically via Webex and YouTube live streaming. Public input was available through board email or call in.

Unless otherwise noted, all motions passed unanimously. The Pledge of Allegiance was conducted.

Meet with Department Heads: Deputy Auditor Sara Doty reported she is busy. IT Systems Administrator Stuart Mason reported the office is busy. Sheriff Kevin Glendening stated the jail population is at 81. Land Use Administrator Zach James was present for agenda items. He stated the office has several subdivision applications in the works. County Attorney Lisa Schaefer reported her office is busy. Conservation Director Chris Lee reported they are doing water quality sampling at Big Hollow. Conservation is hoping to get someone hired to get the levels cleaned up and get rid of the algae. County Treasurer Janelle Nalley-Londquist stated her office continues to stay busy. SEIL CDS Coordinator Ken Hyndman was present. County Auditor Terri Johnson gave an election update. The filing deadline for Ag Extension, Soil and Water Conservation and other candidates is August 31st. Today is the first day residents can submit absentee ballot requests. County Engineer Brian Carter reported his crews are out pinching on N. Prairie Grove Rd, 110th Ave. in Danville, and will continue in the Danville area. Pleasant Grove Road is still closed but coming along. The DOT is hoping to open it within the next couple of weeks. The Secondary Roads Sheds in Pleasant Grove and Mediapolis went up for Auction last week. Pleasant Grove shed sold for \$37,750.00 and Mediapolis shed sold for \$45,500.00. Safety Director Angela Vaughan was present. County Recorder Natalie Steffener reported the OHV and snowmobile renewal period begins September 1st. Public Health Administrator Christa Poggemiller reported her department is keeping busy with immunization clinics. Maintenance Director Rodney Bliesener reported his staff is busy with several different projects.

The Board of Supervisors received correspondence from Great River Health regarding the principal paid on the Health Facilities Revenue Bond.

The 2nd Public Hearing to Repeal Ordinance #56 an Ordinance Authorizing the Operation of All-Terrain and Off-Road Utility Vehicles in Des Moines County was held. McCampbell motioned to open the public hearing and seconded by Broeker. Cary read the short repeal of the ordinance into record. No public comments were received. Broeker motioned to close the public hearing and seconded by McCampbell. Broeker motioned to approve the repeal of Ordinance #56 and waive the 3rd reading. Seconded by McCampbell.

Resolution 2022-058 & Final Plat of Pinch Point Subdivision was presented. Land Use Administrator Zach James spoke on this. This is a two-lot subdivision containing 15.47 acres in Pt Govt. Lot 3 Section 33 and pt Govt Lots 1 & 2 in Section 4 all in Union Township and located south of the railroad and Highway 61 next to Skunk River. Owner/Subdivider is Brian Portwood, 3206 US Highway 61, Burlington. McCampbell made a motion to approve and seconded by Broeker.

Resolution 2022-059 & Final Plat of New Bush Subdivision was presented. Land Use Administrator Zach James spoke on this. This is a one-lot subdivision containing 1.39 acres in SE NE Section 2, Pleasant Grove Township located east of Beaverdale Road. Owner/Subdivider is David Bush, 20505 Beaverdale Road, Yarmouth. McCampbell made a motion to approve and seconded by Broeker.

Resolution 2022-060 & Final Plat of Lewis Family Farm Subdivision was presented. Land Use Administrator Zach James spoke on this. This is a three-lot subdivision containing 101.44 acres in SW NW Section 33 in Danville Township located west of Agency Road. Owners: Russell D. & Shane A. Lewis, Subdivider: Russell D. Lewis, 20882 Agency Rd, Danville. Broeker made a motion to approve and seconded by McCampbell.

Class C Liquor License for Price Wedding at Barn on the Ridge on 9/24 was presented. Broeker made a motion to approve and seconded by McCampbell.

An Abatement Request by City of West Burlington for Westland Mall Plat Two Lot P containing 3.010 acres. Parcel #10-35-202-007 was presented. Broeker made a motion to approve and seconded by McCampbell.

Fireworks Permit for Stump Town Shooters at 14133 Irish Ridge Road for a wedding reception on 10/01 was presented. McCampbell made a motion to approve and seconded by Broeker.

Approval of Consulting Engineer Contract – FR-11/FHWA No. 143211 to improve a bridge located near the North ¼ corner of Section 24 Flint River Township was presented. County Engineer Brian Carter spoke on this. Broeker made a motion to approve and seconded by McCampbell.

McCampbell motioned to approve the August 23rd, 2022 meeting minutes and seconded by Cary. Broeker abstained.

Future Agenda Items –SEIRPC requested a work session to discuss a Wind & Solar Ordinance. Safety Director Angela Vaughan requested a work session to discuss the Animal Control Ordinance.

Committee Reports – Cary & Broeker attended the ISAC meetings. Broeker also attended a Fair Board meeting.

Burlington City Manager Chad Bird was present and gave the Board of Supervisors an update on the Tiger Grant project.

Meeting was adjourned at 9:37 AM.

A work session with the City of Burlington was held to discuss ARPA Funds. Following the work session the Board of Supervisors went on a project tour with the County Engineer.

This Board meeting is recorded. The meeting minutes and audio are posted on the county's website www.dmcountry.com

Jim Cary, Chair

Attest: Sara Doty, Deputy Auditor