

## **\*\*AMENDED - OFFICIAL NOTICE\*\***

The Des Moines County Board of Supervisors will hold a regular session on **Tuesday, May 30<sup>th</sup>, 2023** 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](http://www.dmcountry.com/youtube). Anyone with questions during the meeting may email the Board of Supervisors at [board@dmcountry.com](mailto: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. Public Hearing for FY23 Budget Amendment
  - B. Approval of Resolution #2023-027 Budget Amendment for FY23
  - C. Resignation of the Des Moines County Board of Health\*\*
  - D. Appointment to the Des Moines County Board of Health
  - E. Approval of FY2024 Crisis Center Lease Agreement
  - F. Liquor License Renewal – Flint Hills Municipal Golf Course
  - G. Payroll Reimbursement Claims\*\*
  - H. Approval of IDOT Right-of-Way Agreement 2023-C-097
  - I. Personnel Actions:
    1. Correctional Center (3)
    2. Secondary Roads (1)
  - J. Minutes for Regular Meeting on May 23<sup>rd</sup>, 2023
6. Other Business
7. Future Agenda Items
8. Committee Reports
9. Public Input
10. Adjournment

Work Sessions following the meeting:

BOS / SEIRPC

RE: Wind & Solar Ordinances

# RESOLUTION AMENDING FY23 APPROPRIATIONS 2023-

A Resolution authorizing the appropriations for expenditure for the various County Offices and Departments for the fiscal year beginning July 1, 2022.

BE IT RESOLVED: by the Des Moines County Board of Supervisors, that, the appropriations for expenditures during the fiscal year 2022-2023, (Section 331.434(6), Code of Iowa), appropriating such amounts as are deemed necessary for each County Office and Department, are amended on May 30<sup>th</sup>, 2023, as follows:

#	DEPARTMENT	APPROPRIATION	INCREASE
01	Board of Supervisors	155,015	0
02	Auditor & Elections	684,891	0
03	Treasurer	891,569	0
04	Attorney	1,408,417	0
05	Sheriff	3,327,146	0
06	Clerk of Court	548,575	0
07	Recorder	333,752	0
08	Pioneer Cemetery	30,000	0
11	Solid Waste	150,000	0
12	Road Clearing	32,000	0
13	Drug Seizure	0	0
14	Land Use Development	59,667	0
20	Secondary Roads	11,964,089	2,857,000
21	Veterans Affairs	120,692	0
22	Conservation Board	1,328,464	18,920
23	Local Health	1,290,864	0
25	Human Services/Social Services	372,119	5,500
28	Medical Examiner	242,600	0
29	Jail	3,091,169	0
33	G.I.S.	241,424	0
50	E911	271,060	0
51	Maintenance	1,719,222	0
52	Information Technology	989,774	0
60	MH/DS	374,895	0
63	Fairgrounds	75,000	0
69	County Assessor	517,118	0
70	Emergency Management	2,682,091	0
71	DesCom	1,133,404	0
90	SEIL	8,722,117	0
99	Non-Departmental	12,068,779	0
<b>TOTALS</b>		<b>54,825,913</b>	<b>2,881,420</b>

Dated and approved this 30th day of May, 2023, at Burlington, Des Moines County, Iowa.

BOARD OF SUPERVISORS

\_\_\_\_\_  
Shane McCampbell, Chairman



To the Des Moines County Board of Supervisors

I have moved to Iowa City, Iowa to pastor Bethel African Methodist Episcopal Church and I will no longer be able to serve on board of health.

I joined the board in the mist of covid 19 and watched as the director skillfully helped the communities navigate all of that. During my time as a commissioner I found the board members to be willing workers, people that would act in a nonpartisan way for the betterment of the citizens of Des Moines County.

I will miss our meetings. It was my pleasure to serve.

Thank You

Rev. Orlando R. Dial

Des Moines County Public Health

522 North Third Street

Burlington, Iowa

To whom it may concern,

Att: Christa Poggemiller, RN, BSN, LNHA

Administrator

Please consider my request to become a member of the Des Moines County Board of Health. I have a keen interest in all aspects of health and the things that impact the maintenance of quality health for all individuals.

My knowledge of the community and experience in health care will be an asset to the board.

Thank you for your consideration.

Anne B.Fedler



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**LEASE AGREEMENT BETWEEN DES MOINES COUNTY AND HOPE HAVEN AREA DEVELOPMENT  
FOR COTTONWOOD PROPERTY**

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This Commercial Lease Agreement ("Lease") is made and effective July 1, 2023, by and between DES MOINES COUNTY ("Landlord") and HOPE HAVEN AREA DEVELOPMENT ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 910 COTTONWOOD, SUITE 2002, BURLINGTON, IOWA 52601 and legally described as follows (the "Building"):

Landlord makes available for lease a portion of the Building designated as COTTONWOOD CRISIS STABILIZATION SERVICE, SUITE 2002 (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained, and other good and valuable consideration, it is agreed:

**1. Term.**

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning JULY 1, 2023 and ending JUNE 30, 2024. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. Tenant may renew the Lease for one extended term of 12 MONTHS. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

**2. Rental.**

A. Tenant shall pay to Landlord during the Initial Term rental of \$59,780.00 per year, payable in installments of \$4,981.00 per month which shall include maintenance costs (including security, sprinkler, and generator access), Utilities including Electric, gas, water, and garbage. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at DES MOINES COUNTY MAINTENANCE OFFICE, 513 N. MAIN ST,

BURLINGTON, IOWA or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

B. The rental for the first renewal lease term, if created as permitted under this Lease, shall be \$59,780. per year payable in installments of \$4,981. per month.

### **3. Use**

Tennant covenants and agrees that during the term of this Agreement, it will use and occupy the premises exclusively for the provision of Crisis stabilization/transition services. Where applicable, Tennant agrees to operate and maintain the property strictly in accordance with any/ all rules, standards, and regulations promulgated by the Iowa Department of Inspections and Appeals and the Iowa Department of Human Services, in accordance with all Federal, State, or Local laws, rules, standards, and resolutions applying to such operation, and shall obtain or maintain such licenses, approvals, and/or accreditation as may be required, and in keeping with the principles of ethical behavior.

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing, or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing or device.

### **4. Sublease and Assignment.**

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, or to any corporation under common control with Tenant. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

### **5. Repairs.**

The tenant takes the premises in their present condition. All repairs exceeding \$500.00 per occurrence will have prior approval of the County or its officially designated representative. The first \$500.00 (or less if the cost does not equal or exceed \$500.00) for each repair occurrence will be paid by the Tenant, and the balance remaining after payment of \$500.00 by Tenant will be paid by County. Tenant shall not do, nor cause to be done, any remodeling of existing structures, nor erection of new structures unless County gives prior consent. Tenant shall maintain said premises in a safe and serviceable condition, except for normal wear and tear, and will not permit the premises to be damaged by any act or negligence of Tenant, its agents, or employees. The tenant will be responsible for daily and routine cleaning.

County would suggest the Tenant utilize the following items as a guide to successful daily operations:

- Outdoor areas including all porches, furniture, and the gazebo shall be kept clean and free of debris and weeds to provide a safe environment.
- Provide timely and accurate work orders to Des Moines County Maintenance.
- The property will be kept clean.
- Inspections will be performed by County officials.
- General building and grounds maintenance issues will be handled by Des Moines County, all concerns shall be directed to the County Maintenance Director

#### **6. Alterations and Improvements.**

The tenant shall have the right to place and install personal property, trade fixtures, equipment, and other temporary installations in and upon the Leased Premises and fasten the same to the premises.

Tenant shall keep an up-to-date inventory of the personal property leased hereunder, notifying County of any losses, thefts, destruction, or contemplated disposal of personal property not needed for the operation of the Leased Premises or welfare of the individuals. Any replacement of Leased Premises property purchased by Tenant during the term of this lease shall remain with County upon termination of the Agreement. The tenant shall have the right to use all furniture, equipment, and other personal property located in Leased Premises. Equipment purchased by Tenant not reimbursed or otherwise paid for by County (except for items purchased to replace original items on the inventory) and perishables (e.g. – food, office, medical, and cleaning supplies) for the operation of the Crisis Home shall remain the property of Tenant. The County has the right to make an independent inventory of its personal property at any time.

#### **7. Insurance.**

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance. The tenant shall pay for fire monitoring services for the property.

B. County shall insure the building and personal property against hazards and casualties, including fire and extended coverage; County shall also maintain general liability insurance covering its potential liability for any property damage or bodily injury for which it may be responsible as



owner. Tenant shall keep in full force and effect during the term of this lease general liability insurance, as well as professional malpractice insurance covering those employees as is warranted, naming Des Moines County as an additional insured. During the period of this Agreement, Tenant and Des Moines County shall hold each other harmless from any liability or responsibility for the acts or omissions of any of their respective employees or agents.

#### **8. Utilities.**

Landlord shall pay Utilities Electric, gas, water, sewer, and garbage. The tenant is responsible for other services such as phone, internet, cable, etc.

Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenants shall not use any equipment or devices that utilize excessive electrical energy, or which may, in the Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

#### **9. Signs.**

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive, or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

#### **10. Entry.**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

#### **11. Parking.**

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests, and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees. Separate structured parking, if any, located about the Building is reserved for tenants of the Building.



## **12. Building Rules.**

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all its agents, employees, invitees, and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

The consumption or possession of alcoholic beverages or illegal drugs by tenants or visitors is not allowed anywhere on or near the premises of Crisis Center, which includes but is not limited to, the inside of vehicles, rooms, and all common areas.

Tenant or guests will not permit the dwelling to be used for, engage, or to facilitate criminal activity including drug related criminal activity on or near the premises.

Smoking- Tenant, guest, or other people under Tenant's control shall not smoke anywhere in the building. Smoking is permitted outside, in designated areas only. Must follow guidelines from the Iowa Smoke free Air Act.

Candles- Tenants shall not burn candles, or start any open flames, anywhere in the building or on the property.

Any violation of the above may lead to an immediate termination of agreement and eviction.

To allow no fish, birds, reptiles, animals nor pets of any kind [except for assistive animals] anywhere on premises at any time without prior written permission from DMC maintenance. To report to DMC maintenance any pets seen anywhere on the premises. May not keep pets even temporarily belonging to another person at any time for any reason.

Assistive Animals: Potential tenants must prove [Through State Law] the need for an assistive animal and there will be no more than one assistive animal per unit. No assistive animal can be harmful to others. The assistive animal must always be crated when Tenant is absent from the unit. The size of the crate must be of adequate size to allow freedom of movement. If the assistive animal is a cat, the Tenant must provide a veterinary certificate stating the front claws have been removed. Tenants must provide a veterinary certificate stating that all assistive animals have been spayed or neutered. Tenant must show that the animals are current with necessary vaccines. Carpet must be professionally cleaned and treated as necessary for pest infestation if it is so recommended by pest control professionals at the Tenants expense. Tenants are responsible to walk assistive animal only in designated areas. Any waste left by animals must be collected and disposed of appropriately by the Tenant. Assistive animals must be on a leash at all times in public or common areas.



### **13. Damage and Destruction.**

Subject to Section 7 above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty, or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes unless otherwise provided for in Section 7. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control, and which renders the Leased Premises, or any appurtenance thereto, inoperable, or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

### **14. Default.**

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

### **TERMINATION AND AMENDMENT.**

Either party to this Agreement shall have the right to terminate this Agreement for cause upon giving a ninety (90) day prior notice in writing. The first thirty (30) days after a notice of termination for cause may be used to correct and cure the causes listed in the notice, thereby rescinding the termination. "Cause" shall be defined as including, but not limited to, the following: an increase in per diem not included in the Agreement or agreed to by both parties, documented abuse in violation of rules of Department of Inspections and Appeals or state law, or violation of the terms and conditions of this Agreement or any provision incorporated. This Agreement may be terminated immediately because of loss of license or bankruptcy.



County may amend this Agreement to comply with changes in state law or policy and shall give written notice to Provider of such amendment and its effective date.

**15. Quiet Possession.**

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable, and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

**16. Condemnation.**

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

**17. Subordination.**

Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

**18. Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

**If to Landlord to:**

Des Moines County Auditor

513 N. Main

Burlington, Iowa 52601

**If to Tenant to:**

Ms. Cheryl Plank, Executive Director

Hope Haven Area Development

828 N. 7th St.

Burlington, Iowa 52601

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

**19. Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

**20. Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

**21. Consent.**

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

**22. Performance.**

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than ninety (90) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

**23. Compliance with Law.**

Tenant shall comply with all laws, orders, ordinances, and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Leased Premises.

**24. Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

**25. Governing Law.** This Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Iowa.



IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

**BY DES MOINES COUNTY:**

\_\_\_\_\_  
Mr. Shane McCampbell, Chairman  
Des Moines County Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mr. Thomas Broeker, Vice-Chairman  
Des Moines County Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mr. Jim Cary, Member  
Des Moines County Board of Supervisors


\_\_\_\_\_  
Date

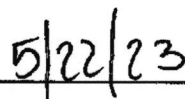
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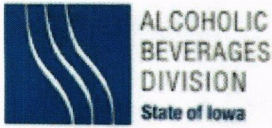
\_\_\_\_\_  
Ms. Sara Doty  
Des Moines County Auditor

\_\_\_\_\_  
Date

**FOR HOPE HAVEN AREA DEVELOPMENT:**

  
\_\_\_\_\_  
Ms. Cheryl Plank, Executive Director

  
\_\_\_\_\_  
Date



# State of Iowa

Alcoholic Beverages Division

App. # 181741

## Applicant

NAME OF LEGAL ENTITY

City of Burlington

NAME OF BUSINESS(DBA)

Flint Hills Municipal Golf Course

BUSINESS

(319) 752-2018

ADDRESS OF PREMISES

12842 102nd Avenue

PREMISES SUITE/APT NUMBER

CITY

COUNTY

ZIP

Burlington

DesMoines

52601

MAILING ADDRESS

CITY

STATE

ZIP

## Contact Person

NAME

Brad Selby

PHONE

(319) 752-2018

EMAIL

selbyb@burlington.org

## License Information

LICENSE NUMBER

LICENSE/PERMIT TYPE

TERM

STATUS

Special Class C Retail Alcohol License

12 Month

Submitted to Local Authority

TENTATIVE EFFECTIVE DATE

June 16, 2023

TENTATIVE EXPIRATION DATE

June 15, 2024

LAST DAY OF BUSINESS

SUB-PERMITS

Special Class C Retail Alcohol License

PRIVILEGES

Outdoor Service



# State of Iowa

Alcoholic Beverages Division

## Status of Business

BUSINESS TYPE

Municipality

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Bradley Selby	Burlington	Iowa	52601	Recreation Manager	0.00	Yes

### • Companies

COMPANY NAME	FEDERAL ID	CITY	STATE	ZIP	% OF OWNERSHIP
City of Burlington	42-6004309	Burlington	Iowa	52601	100.00

## Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

June 16, 2023

POLICY EXPIRATION DATE

June 15, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



# **Payroll**

## **6/2/2023 Reimbursement Claims**

### **5/30/23 Board Meeting**

**Reimbursements: \$170.29**

**Non-Cash Taxable: \$0.00**

# NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Eland, Zoe Employee #: J151  
Title: Correctional Officer – Part Time Department: Correctional Center

## STATUS CHANGES

### TERMINATION

☒ Resignation  
☐ Discharge  
☐ Retirement  
☐ Unsatisfactory Probation  
☐ Death  
☐ Other, Explain \_\_\_\_\_

### TRANSFER

☐ Permanent  
☐ Temporary  
☐ Voluntary  
☐ Involuntary

Previous Title \_\_\_\_\_  
Previous Dept \_\_\_\_\_  
New Job Title \_\_\_\_\_  
New Dept \_\_\_\_\_  
Previous Rate \_\_\_\_\_  
Effective Transfer Date \_\_\_\_\_  
Last Day Worked May 31, 2023  
Add Vacation Days \_\_\_\_\_ to \_\_\_\_\_  
Add Sick Days \_\_\_\_\_ to \_\_\_\_\_  
Add Other Days \_\_\_\_\_ to \_\_\_\_\_  
Last Day Paid \_\_\_\_\_  
Unpaid Days \_\_\_\_\_ to \_\_\_\_\_

### LAY OFF

Final Termination Date June 2, 2023  
Does the employee Want Health Insurance Continued ☐ Yes ☐ No  
Final Rate of Pay \$17.94 / hr  
Does Employee Want Life Insurance Continued ☐ Yes ☐ No  
Permanent Address 425 E. Wheeler  
City, State, Zip West Burlington, IA  
Last Day Worked \_\_\_\_\_

### LEAVE OF ABSENCE

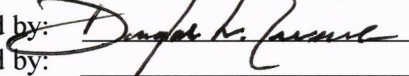
☐ Maternity  
☐ Medical  
☐ Other, Explain \_\_\_\_\_  
☐ Educational  
☐ Military

### SALARY ADJUSTMENT

☐ Reclassification  
☐ Anniversary  
☐ Promotion  
☐ Probationary  
☐ Demotion  
☐ Reducation  
☐ Suspension  
☐ Other, Explain \_\_\_\_\_

Dates of Absence \_\_\_\_\_ to \_\_\_\_\_  
Resignation

Does the employee Want Health Insurance Continued ☐ Yes ☐ No  
Previous Rate \$17.94/hr New Rate \$0.00/hr  
Does Employee Want Life Insurance Continued ☐ Yes ☐ No  
Previous Job Title: (if changed) \_\_\_\_\_  
Effective Date: June 2, 2023

Authorized by:  Department: Correction. Center Date: May 22, 2023  
Authorized by: \_\_\_\_\_ Department: \_\_\_\_\_ Date: \_\_\_\_\_

Pay Period Ending: \_\_\_\_\_ Payroll Date: \_\_\_\_\_

# NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Austin Dunham Employee #: \_\_\_\_\_  
Title: Correctional Officer Department: Correctional Center

## STATUS CHANGES

### TERMINATION

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

\_\_\_\_\_  
Last Day Worked \_\_\_\_\_  
Add Vacation Days \_\_\_\_\_ to \_\_\_\_\_  
Add Sick Days \_\_\_\_\_ to \_\_\_\_\_  
Add Other Days \_\_\_\_\_ to \_\_\_\_\_  
Last Day Paid \_\_\_\_\_  
Unpaid Days \_\_\_\_\_ to \_\_\_\_\_

### TRANSFER

☐ Permanent ☐ Voluntary  
☐ Temporary ☐ Involuntary  
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 \_\_\_\_\_

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  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dates of Absence \_\_\_\_\_ to \_\_\_\_\_

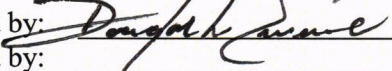
Does the employee Want  
Health Insurance Continued ☐ Yes ☐ No  
Does Employee Want Life  
Insurance Continued ☐ Yes ☐ No

### SALARY ADJUSTMENT

☐ New Hire (List # of Hours) ☐ Probationary  
☐ Hours ☐ Demotion  
☐ 80 Hours ☐ Reduction  
☒ Anniversary ☐ Suspension  
☐ Promotion ☐ Other, Explain  
60 month step increase

\_\_\_\_\_  
\_\_\_\_\_

Previous Rate \$46,230.57 New Rate \$47,733.07  
Previous Job Title: (if changed) \_\_\_\_\_  
Effective Date: March 26, 2023

Authorized by:  Department: Correctional Center Date: 05-22-23  
Authorized by: \_\_\_\_\_ Department: \_\_\_\_\_ Date: \_\_\_\_\_

Pay Period Ending: May 27, 2023 Payroll Date: June 2, 2023



# NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Michael Hayes Employee #: \_\_\_\_\_  
Title: Correctional Officer Department: Correctional Center

## STATUS CHANGES

### TERMINATION

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

\_\_\_\_\_  
Last Day Worked \_\_\_\_\_  
Add Vacation Days \_\_\_\_\_ to \_\_\_\_\_  
Add Sick Days \_\_\_\_\_ to \_\_\_\_\_  
Add Other Days \_\_\_\_\_ to \_\_\_\_\_  
Last Day Paid \_\_\_\_\_  
Unpaid Days \_\_\_\_\_ to \_\_\_\_\_

### TRANSFER

☐ Permanent ☐ Voluntary  
☐ Temporary ☐ Involuntary

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 (List # of Hours) ☐ Probationary  
☐ Hours ☐ Demotion  
☐ 80 Hours ☐ Reduction  
☒ Anniversary ☐ Suspension  
☐ Promotion ☐ Other, Explain

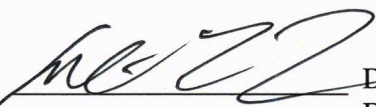
60 month step increase

\_\_\_\_\_  
\_\_\_\_\_

Dates of Absence \_\_\_\_\_ to \_\_\_\_\_

Does the employee Want  
Health Insurance Continued ☐ Yes ☐ No  
Does Employee Want Life  
Insurance Continued ☐ Yes ☐ No

Previous Rate \$46,230.57 New Rate \$47,733.07  
Previous Job Title: (if changed) \_\_\_\_\_  
Effective Date: February 7, 2023

Authorized by:  Department: Correctional Center Date: \_\_\_\_\_  
Authorized by: \_\_\_\_\_ Department: \_\_\_\_\_ Date: \_\_\_\_\_

Pay Period Ending: May 27, 2023 Payroll Date: June 2, 2023



# NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Payton Brockett Employee #: \_\_\_\_\_  
Title: Seasonal Worker Department: Engineers Office

## STATUS CHANGES

### TERMINATION

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

\_\_\_\_\_  
Last Day Worked \_\_\_\_\_  
Add Vacation Days \_\_\_\_\_ to \_\_\_\_\_  
Add Sick Days \_\_\_\_\_ to \_\_\_\_\_  
Add Other Days \_\_\_\_\_ to \_\_\_\_\_  
Last Day Paid \_\_\_\_\_  
Unpaid Days \_\_\_\_\_ to \_\_\_\_\_

Final Termination Date \_\_\_\_\_  
Final Rate of Pay \_\_\_\_\_  
Permanent Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

### LEAVE OF ABSENCE

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

Dates of Absence \_\_\_\_\_ to \_\_\_\_\_

Does the employee Want  
Health Insurance Continued ☐ Yes ☐ No  
Does Employee Want Life  
Insurance Continued ☐ Yes ☐ No

### TRANSFER

☐ Permanent ☐ Voluntary  
☐ Temporary ☐ Involuntary

Previous Title \_\_\_\_\_  
Previous Dept \_\_\_\_\_  
New Job Title \_\_\_\_\_  
New Dept \_\_\_\_\_  
Previous Rate \_\_\_\_\_ New Rate \_\_\_\_\_  
Effective Transfer Date \_\_\_\_\_

### LAY OFF

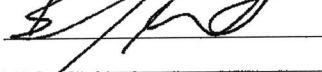
Does the employee Want  
Health Insurance Continued ☐ Yes ☐ No  
Does Employee Want Life  
Insurance Continued ☐ Yes ☐ No  
Last Day Worked \_\_\_\_\_

### SALARY ADJUSTMENT

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

New Hire - \$11.00 per hour and started 5-22-23.

Previous Rate \_\_\_\_\_ New Rate \_\_\_\_\_  
Previous Job Title: (if changed) \_\_\_\_\_  
Effective Date: \_\_\_\_\_

Authorized by:  Department: Engineers Office Date: 5-25-23  
Authorized by: \_\_\_\_\_ Department: \_\_\_\_\_ Date: \_\_\_\_\_

Pay Period Ending: \_\_\_\_\_ Payroll Date: \_\_\_\_\_

May 23, 2023

The Des Moines County Board of Supervisors met in regular session at the Court House in Burlington at 9 AM on Tuesday, May 23, 2023, with Chair Shane McCampbell, Vice-Chair Tom Broeker and Member Jim Cary 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.

Item 5.F. Mental Health Agency of Southeast Iowa 28E Agreement and Item 5.G. Resolution #2023-026 Approving Mental Health Agency of Southeast Iowa Region 28E were removed from the agenda.

Meeting with Department Heads: Maintenance Director Rodney Bliesener reported the Jail project should be completed by the end of the week. Safety Director Angela Vaughan attended the meeting. SEIL CDS Director Ken Hyndman reported the Southeast Iowa Link will now be Mental Health Agency of Southeast Iowa as of July 1, 2024. The Region is currently working on new contracts. Conservation Director Chris Lee stated they have a busy weekend coming up with the Memorial Day Holiday. Campgrounds at both Big Hollow and the 4<sup>th</sup> Pumping Station are full. Summer camps will begin next week. County Treasurer Janelle Nalley-Londquist reported her office is busy preparing for the tax sale. The publication list should be in the paper by the end of next week. Land Use Administrator Zach James stated their office remains busy. IT Director Colin Gerst reported his office is busy. County Recorder Natalie Steffener reported her office remains busy. County Attorney Lisa Schaefer stated the Records position in her office is still open for applicants. She will be attending a conference tomorrow and Thursday regarding Opioid funds. There was a jury trial last week that ended in a mistrial due to a juror doing independent research on their cell phone. She would like to remind the public that it is very important you follow all guidelines when serving on a jury. Sheriff Kevin Glendening stated the jail population is 79. His office is currently working on their physical fitness exams that will be taking place next week. County Auditor Sara Doty reported her staff is currently working on updating Insurance rates for FY24. Appointment Letters from Department Heads need to be turned in if you haven't done so. The Auditor's Office is still accepting food for the food drive through May 31<sup>st</sup>. County Engineer Brian Carter reported Bridgeport Road is now open. County Dust Control will be starting up Thursday and his crews are hoping to have it complete by the first part of next week.

No correspondence received.

Approval of Amendment to OCIO MOU Contract was presented. Cary made a motion to approve and was seconded by Broeker.

Approval of Appointment to Southeast Iowa Regional Housing Authority was presented. Ms. Mary Steffener was appointed to serve the vacancy on the Southeast Iowa Regional Housing Authority Commission. Broeker made a motion to approve and was seconded by Cary.

Approval of a Fireworks Permit for Spirit Hollow on June 30<sup>th</sup> was presented. Broeker made a motion to approve and was seconded by Cary.

Approval of a Class C Liquor License for Apres Bar Co at Myers Wedding Barn for June 3<sup>rd</sup> was presented. Cary made a motion to approve and was seconded by Broeker.

Approval of Anderson Larkin & Co. Engagement Letter for FY2023 Audit was presented. Broeker made a motion to approve and was seconded by Cary.

Approval of FY2024 Optima Life Services Lease Agreement was presented. Cary made a motion to approve and was seconded by Broeker.

Personnel Actions – County Attorney – Nathaniel Bennett, Part Time Legal Intern, 8-week program effective 5/24/23, starting at \$20 hourly. Broeker made a motion to approve and was seconded by Cary.

Cary motioned to approve the May 16, 2023, regular meeting minutes and seconded by Broeker.

Broeker attended a SEIL meeting. Cary attended an Early Childhood Development and Public Health meeting. McCampbell attended a Workforce Development Meeting.

The meeting was adjourned at 9:42 AM.

Following the meeting a work session was held with the City of Burlington in regard to the Dankwardt Park Project.

This Board meeting is recorded. The meeting minutes and audio are posted on the county's website [www.dmcounty.com](http://www.dmcounty.com)

Shane McCampbell, Chair  
Attest: Sara Doty, Auditor