

OFFICIAL NOTICE

The Des Moines County Board of Supervisors will hold a regular session on **Tuesday, March 15th, 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. 1st Public Hearing for Ordinance #38 Water Well and Water Supply Code
 - B. Mississippi Valley Workforce Area Chief Elected Official Shared liability Agreement
 - C. Approval of Contracts – 115th Street Grading and Resurfacing – L-P199GRADE2022--73-29
 - D. Accounts Payable Claims
 - E. Resolution 2022-022 Establishing Fee Schedule for Land Use Permits and Applications
 - F. Class B Beer Permit for 34 Raceway
 - G. Minutes for Regular Meeting on March 8th, 2022
6. Other Business
7. Future Agenda Items
8. Committee Reports
9. Public Input
10. Adjournment

Work Session following the meeting:

BOS / SEIRPC / Public Health Administrator / County Engineer
RE: Public Health Building RFQ

ORDINANCE #38

Amending Original Ordinance adopted February 23, 1999

An ordinance to adopt by reference a complete water well and water supply code regulating and establishing uniform minimum standards and methods for well construction and reconstruction for nonpublic water supply wells.

BE IT ENACTED BY THE BOARD OF SUPERVISORS OF DES MOINES COUNTY, IOWA:

SECTION 1. Short Title. This ordinance shall be known as "The Des Moines County, Iowa, Nonpublic Water Well Code", and may be cited as such, and will be referred to herein as this ordinance.

SECTION 2. Adoption of State Standards. Pursuant to public notice and public hearing, as required by law, the rules and regulations promulgated by the Iowa Department of Natural Resources for public and nonpublic water wells and published in Sections 567 Chapters 38 and 49 (455B) of the Iowa Administrative Code, are hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended.

An official copy of the aforementioned rules and regulations from the Iowa Administrative Code, and a certified copy of this ordinance are on file in the office of the Des Moines County Auditor.

SECTION 3. Amendments, Modifications, Additions and Deletions to the rules and regulations of the Iowa Department of Natural Resources for nonpublic water wells.

A. **DEFINITIONS.** For the purpose of these rules, certain words are hereby defined. Words used in the past or present tense shall include the future and conversely; and singular number shall include plural and conversely; the words "shall" and "will" are mandatory and "may" and "should" are permissive; the masculine, feminine and neuter is included in any circumstance.

1. "Health Department": Des Moines County Health Department and their approved rules.
2. "Health Officers": Means the Administrator of the Des Moines County Health Unit or his/her authorized representative.
3. "Person": means any person, firm, association, organization, partnership, business trust, corporation, company, trustee, syndicate, club, institution,

agency, or entity recognized by law as the subject of rights and duties. The masculine, feminine, singular or plural is included in any circumstances.

4. "Administrative Authority": means the Des Moines County Health Department or the agency charged with administration and enforcement of this ordinance.

B. PERMITS

1. No person shall begin construction or major reconstruction of any nonpublic supply system or well for any purpose within Des Moines County, without first obtaining a permit as provided herein.
2. A permit is necessary to construct or make a major repair to any nonpublic water supply system or well. An applicant must file an application with the health officer stating therein the owner's name, the correct street address, section and township, the type of system desired with other pertinent information as may be required. A permit fee set by the administrative authority shall be required.
3. Upon approval of the application by the health officer, a nonpublic water supply system or well permit will be issued.
4. Permits shall expire and have no further validity if the construction or reconstruction is uncompleted within a period of twelve (12) months from the date of issuance.
5. No non-public water supply system or well shall be covered or so constructed as to prevent in any way a thorough final inspection and periodic monitoring by the health officer.
6. Permits shall be available during the entire construction period. Contractors are required to verify the issuance of a permit prior to construction.
7. Water system permits are required by some governmental entities. No county permit will be approved until all other rules and regulations are met.
8. A well log and well log sketch signed by the well driller and a pump and equipment installation report signed by the pump and equipment installer, shall be submitted to the health officer. Failure to comply with this requirement may result in the withholding of final approval of any nonpublic water supply system or well construction.
9. During the installation if it is found necessary to make any substantial change from the site plan or well location on which a permit was issued. Permission must be obtained in writing from the health officer, and "as built" plans shall be submitted upon completion of the installation.
10. "As built" plans, nonpublic well construction reports, and/or water well pump and equipment installation reports shall also be submitted to the health officer upon completion if requested by the health officer.
11. Any well installed under the administrative authority for which final approval has been withheld by the health officer is not to be connected to a structure or placed into service until approval has been granted.

C. VARIANCES

1. Variances to these rules may be granted by the administrative authority. A person may request a variance provided sufficient information is presented to substantiate the need and propriety of such a variance. Variances shall be requested in writing, and all decisions regarding such variances shall be issued in writing with sufficient copies to all concerned.

D. ENFORCEMENT AND PENALTIES

1. Enforcement. It shall be the duty of the County Health Director or Designee, with the aid of the County Attorney and County Sheriff as necessary, to enforce the provisions of this ordinance.
2. Determination of Violation. When it has been determined that a violation has occurred, the County health Director shall notify the owner of the property in writing, indicating the nature of and consequences for the violation.
 - Any individual charges with a violation of this ordinance shall have the opportunity to submit evidence that would prove that the initial determination of the Director was in error. If contested by the Director, an appeal may be filed with the County Board of Supervisors.
 - If the activity involved in the violation continues unabated after notification has been provided to the property owner, the Administrator shall direct the proper authorities to issue a stop work order to prevent the continuance of any use or construction activity deemed to be in violation of this ordinance.
3. Penalties for Violation.
 - The failure to apply for and obtain the necessary permit to constructing, erecting, excavating, enlarging, moving, altering or reconstructing a well shall constitute a violation.
 - In any instance where a person or firm knowingly disobeys, resists, or refuses to comply with the enforcement of this ordinance following a determination of violation, that person or firm shall upon conviction be fined not more than one hundred (100) dollars, or be imprisoned for not more than thirty (30) days for each offense.
 - Each day that a violation continues to exist shall constitute a separate offense. This shall not be construed as applying to partially constructed wells where construction ceased with appropriate safety measures in place, as required, following notification of violation.

SECTION 4. Repeal. Des Moines Ordinance #12, all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. Severability Clause. If any section, provision or part of this ordinance should be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 6. The ordinance shall be in effect after its final passage, approval and publication by law.

DES MOINES COUNTY ORDINANCE #38 IN ITS ENTIRETY, is hereby amended, approved, and adopted this _____ day of _____, 2022.

DES MOINES COUNTY BOARD OF SUPERVISORS

Jim Cary, Chair

Shane McCampbell, Vice-Chair

Tom Broeker, Member

ATTEST:

Terri Johnson, Des Moines County Auditor

Approved by DES MOINES COUNTY BOARD OF HEALTH on _____ day of _____, 2022

Chair
Des Moines County Board of Health

MISSISSIPPI VALLEY WORKFORCE AREA

CHIEF ELECTED OFFICIAL SHARED LIABILITY AGREEMENT

This Agreement is entered into by the County Elected Officials of Des Moines, Lee, Henry, Louisa, Clinton, Jackson, Scott and Muscatine counties, hereinafter collectively referred to as Chief Elected Officials (CEOs). The purpose of this Agreement is to describe how CEOs will organize themselves and act to fulfill their responsibilities for Workforce Innovation and Opportunity Act (WIOA) services provided in the Mississippi Valley Workforce Area (MVWA) a Local Workforce Development Area approved by Iowa Workforce Development under WIOA.

A. GENERAL PROVISIONS

1. The name of the Agreement shall be the Mississippi Valley Workforce Area Chief Elected Officials Shared Liability Agreement.
2. This Agreement reflects the unanimous decisions of all eight county CEOs holding office at the time of signing.

B. CEO DESIGNATION AND ORGANIZATION

1. Each CEO signing this Agreement shall assume the roles and responsibilities assigned collectively to the CEOs under WIOA.
2. Each CEO may appoint a member of the county board of that county to act in his or her place under this Agreement.
3. Should any member of the Agreement have a conflict of interest pertaining to any issue coming before the CEOs, or if there is an appearance of a conflict of interest, that member shall declare any such conflict prior to any discussion on the issue and shall refrain from voting on said issue.
4. The CEOs shall comply with the Iowa Open Meetings Act and shall operate under Robert's Rules of Order.
5. It is the intent of all CEOs that WIOA services be provided to all counties within this Local Area on an equitable and fair basis, taking into account the total funds available and the proportional need for services of each county.

C. PROCESS FOR SELECTION OF CLEO AND CEO REQUIREMENTS

1. The CEOs shall select by majority vote from among their members a Chief Lead Elected Official (CLEO), and Vice-CLEO to be elected annually at the first meeting of each calendar year. The CLEO has signatory authority for CEOs as may be required to provide for the continuous provision of WIOA services in MVWA. The CLEO will collaborate

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with the Vice-CLEO on WIOA services and shall grant the Vice-CLEO signing authority in the CLEO's absence. The CLEO and Vice-CLEO shall be elected at the first meeting of each calendar year upon the approval of this Agreement and shall serve for a term of one year and may serve multiple terms by a majority vote of the CEOs. An election of the CLEO and Vice-CLEO shall be held annually thereafter.

2. The CLEO shall preside over each meeting.
3. The CLEO shall provide an agenda prior to each meeting. Any member may request an item be added to the agenda.
4. The CEOs shall meet on a regular basis to conduct the business required of them under WIOA. These meetings shall be held not less frequently than bi-monthly.
5. Five members or more shall represent a quorum at meetings.
6. Following the last meeting of each calendar year a letter will be sent to each County Board of Supervisors reporting the CEOs attendance for that calendar year.
7. CEOs who have three (3) consecutive unexcused absences will be contacted by the CLEO and a letter will be written to that CEOs County Board of Supervisors. An absence will be deemed to be excused if prior notice is given to the CLEO or board staff that the individual is unable to attend a meeting prior to the start time of the meeting.
8. The CLEO will not for the term as CLEO serve as the highest-ranking officer on any board or other entity that governs the fiscal agent or a direct service provider.
9. The CLEO will serve as the signatory for the group of CEOs. The CLEO will act on behalf of the CEOs and will collaborate with the Mississippi Valley Workforce Development Board (MVWDB) chair on a number of issues and tasks.

D. NOMINATION AND APPOINTMENTS TO THE MVWDB

The CEOs have the exclusive responsibility to appoint members to the MVWDB from individuals recommended or nominated by each class of membership.

1. The CEOs shall insure that private sector MVWDB members are nominated timely to expedite approval of these nominees by the state.
2. The CLEO will contact appropriate businesses, workforce or educational entities, including chambers of commerce, labor representatives and local educational entities serving the local service delivery area, to request nominations for MVWDB membership.
3. The CEOs shall appoint members to ensure that at all times a majority of MVWDB membership (minimum 51%) are business representatives which represent business

owners, chief executive officers, and other executives with optimum policy making or hiring authority and provide employment in in-demand industry sectors or occupations in the Local Area. At least two of the business representatives must represent small businesses as defined by the Small Business Administration. CEOs shall seek business nominations from local business organizations and trade associations.

4. The CEOs shall appoint members to ensure that at all times not less than 20% of the MVWDB membership are workforce representatives which represent labor organizations, joint labor-management or union affiliated registered apprenticeship programs, nominated by labor organizations by local labor federations or by other representatives of employees. Other additional positions can be filled by community-based organizations that have demonstrated experience and expertise addressing the employment, training or education needs of veterans or individuals with disabilities, and representatives of organizations that have demonstrated experience and expertise in addressing the employment, training and education needs of eligible youth, including out-of-school youth.
5. The CEOs shall appoint members to ensure that at all times there is a representative from adult education and a representative from higher education providing workforce investment activities including community colleges. Additional positions may include representatives of local educational agencies and community-based organizations with expertise in serving individuals with barriers to employment
6. When there is more than one local area provider of adult education services or multiple higher education institutions providing workforce activities, nominations will be solicited from those providers and institutions. This requirement provides for a representative selection process for these membership categories.
7. The CEOs shall appoint members to ensure that at all times there is a representative from economic and community development entities, a member from the state employment service under the Wagner-Peyser Act, and a representative from Vocational Rehabilitation. Additional positions may include a member from agencies running transportation, housing, or public assistance programs or members from philanthropic organizations.
8. CEOs will ensure that overall members of the MVWDB, excluding the Wagner Peyser Act and Vocational Rehabilitation representatives, will be balanced by gender and political affiliation. After applying the exclusions, no more than one half plus one of the remaining board members will be composed of any one gender or political party.
9. An individual may be appointed as a representative of more than one entity if the individual meets all the criteria for representation, including the criteria described above.
10. Each CEO, or designee, is responsible for appointing private sector members from the CEO's county. These members must reside or work within the county of appointment.

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11. A CEO may appoint a member who lives or works in a different county if that appointee meets all the requirements and is approved by the CEO from which the appointment would normally come.
12. The CEOs will determine if any additional members shall be appointed beyond those minimally required by WIOA or the state. If any such appointments are made, the 51% business representative membership and 20% labor representative membership requirement shall be maintained.
13. The CEOs shall have a majority vote to appoint nominations to the MVWDB.
14. Appointments shall be for three-year terms with one-third of the membership to be appointed each year.
15. When nominating an individual to serve on the MVWDB, all nominating organizations will complete and submit the following nomination documentation to the CLEO for member selection and appointment.
 - a. Signed Conflict of Interest Form
 - b. Signed Member Nomination Form
16. Completed appointment documentation for MVWDB membership will be submitted to IWD for review, and the appointee will not be appointed to the MVWDB until the CLEO has received confirmation from IWD that the appointment has been affirmed.
17. CEOs shall perform an annual assessment of the Board's membership and performance to ensure that the Board is performing adequately and in accordance with the direction and guidance CEOs provide.

E. REAPPOINTMENT OF MEMBERS

1. The CLEO is responsible for all reappointments. New nominations are required for all appointments from nominating organizations.
2. The CLEO must process reappointments within sixty (60) business days from the effective date of the term expiration. During the sixty (60) day period, the MVWDB will be able to legally act as a board and conduct business. If the CLEO fails to reappoint a MVWDB member in a required category within sixty (60) business days, the MVWDB will be out of compliance with membership composition requirements, and any business conducted shall not be considered legal, unless the MVWDB has a waiver in place in accordance with Vacancies.
3. The CLEO must indicate both the official beginning date of the reappointment and the official term expiration date on the nomination form.

F. CHANGE IN STATUS

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1. Members may continue to serve on the MVWDB until:
 - a. Their term of office expires; however, the member may continue to serve until the replacement nominees' required documents are approved and confirmed in writing by the state
 - b. The classification under which they were appointed changes
 - c. The appointment is revoked by the appointing CEO
 - d. The member becomes incapacitated or otherwise unable to complete their term of office
 - e. The member resigns.
2. MVWDB members who no longer hold the position or status that made them eligible to represent a specific sector on the MVWDB must resign or be removed by the CLEO immediately as a representative of that entity. A resignation is not effective until it has been accepted by the CLEO.
3. Any changes to the membership of the MVWDB must be reported to IWD within ten (10) business days from the date of the change. Notification shall include.
 - a. The name of the MVWDB member
 - b. The nature of the change (addition, removal, etc.)
 - c. The organization represented
 - d. Job title
 - e. Category of inclusion (business, workforce, education & training, government/economic, and community development, other)

G. VACANCIES

CEOs will ensure that MVWDB vacancies are filled within sixty (60) business days from the time the vacancy was created, or a written request for a waiver has been completed and submitted to IWD.

H. MID-TERM APPOINTMENT

MVWDB members replacing outgoing members mid-term will serve the remainder of the outgoing member's term.

I. REMOVAL

1. The CLEO will remove MVWDB members in the event any of the following occurs:
 - a. Documented violation of conflict of interest
 - b. Failure to meet MVWDB member representation requirements, as defined in WIOA and in accordance with Local Board Membership Requirements
 - c. Documented proof of fraud and/or abuse
 - d. MVWDB members may be removed for other factors outlined in the board by-laws

J. DESIGNATION OF GRANT RECIPIENT/FISCAL AGENT

WIOA requires the CEOs to serve as the grant recipient for all WIOA Title I funds and to enter into a grant relationship with the State. Under a unanimous decision CEOs may also elect to designate a fiscal agent to administer these funds and to fulfill the role of grant recipient. Even if CEOs designate a grant recipient and fiscal agent, they remain liable for any misused funds and for expenditures that are determined unallowable under WIOA.

In accordance with the flexibility of CEOs under WIOA, the CEOs:

1. The CEOs process for selecting the fiscal agent will consist of an in-depth analysis of the qualified organizations to perform the required fiscal agent roles and responsibilities outlined under WIOA. The fiscal agent will be selected by a majority vote of the CEOs. CEOs can base the selection on a variety of factors including but not limited to cost, the organizations experience, staff availability and qualifications, and past performance for handling federal funds. The CEOs may select the fiscal agent through any means including appointment as identified under WIOA or any type of procurement option approved by the CEOs.
2. The CEOs expect the fiscal agent to comply with all federal and state rules and regulations pertaining to the responsibilities of grant recipient/fiscal agent as defined under WIOA law, regulations, and State of Iowa policy. The fiscal agent is responsible for the following functions:
 - a. Receive funds
 - b. Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with the Office of Management and Budget circulars, the Workforce Innovation and Opportunity Act and the corresponding Federal Regulations and State policies
 - c. Respond to audit financial findings
 - d. Maintain proper accounting records and adequate documentation
 - e. Prepare financial reports
 - f. Provide technical assistance to subrecipients regarding fiscal issues
 - g. At the direction of the MVWDB, the fiscal agent may also:
 - i. Procure contracts or obtain written agreements
 - ii. Conduct financial monitoring on service providers and
 - iii. Ensure independent audit of all employment and training programs

K. MISSPENT FUNDS OR DISALLOWED COSTS

1. The CEOs expect the fiscal agent to assume primary liability for any disallowed costs associated with the provision of fiscal agent services and shall be held liable for any disallowed costs by the CEOs.
2. The CEOs recognize that the designation of a fiscal agent does not absolve CEOs of their collective liability for misspent WIOA funds. In the event WIOA expenditures are disallowed and CEOs are unsuccessful at obtaining repayment from the fiscal agent each

county shall be responsible for a portion of any such liability. The apportionment will be divided equally between the eight counties in the LWDA.

3. The CEOs recognize that the required payment of disallowed costs must be made from non-federal funding sources.

L. CEO PARTNERSHIP WITH THE LOCAL WORKFORCE DEVELOPMENT BOARD

1. The CEOs and MVWDB shall develop and submit a local plan to IWD that meets local workforce development needs and the requirements of WIOA. The completed local plan shall be approved by CEOs at a scheduled CEO meeting. The CEOs and MVWDB must be in agreement on the local plan before the plan can be submitted to IWD. The local plan must be consistent with the state plan.
2. In partnership with the MVWDB, the CEOs shall conduct oversight for WIOA Title I programs and the American Job Center (AJC) in the local area. They will ensure the appropriate use and management of the funds provided in the local area and ensure the appropriate use and management, and investment of funds to maximize performance outcomes.
3. To fulfill our oversight responsibilities under WIOA, the CEOs shall receive from its designated grant recipient/fiscal agent (if applicable) the following information for review prior to each meeting:
 - a. Reports and other documents that summarize the current financial conditions of all WIOA grants awarded to MVWA, including income, expenditures, fund balances, comparison to approved budget and other financial metrics the CEOs may identify in conjunction with the execution of their responsibilities under this Agreement.
 - b. Reports and other documents that summarize known compliance issues or concerns along with an explanation of any out-of-compliance notices received for any program for which the CEOs retain ultimate financial liability.
4. The MVWDB, with the approval of the CEOs shall designate a one stop operator through a competitive process and may terminate for cause the eligibility of such operators pursuant to WIOA section 107(d)(10).
5. The MVWDB shall develop a board budget, with the approval from the CEOs. The MVWDB shall develop a budget consistent with the local plan for its activities and submit the budget to the CEOs for their approval. The grant recipient/fiscal agent must distribute grant funds as approved by the CEOs provided that the disbursement does not violate WIOA or any other applicable law.
6. The CEOs shall approve additional one-stop partners as deemed appropriate and necessary to provide quality services.

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7. The MVWDB, with approval from the CEOs, shall develop and enter into a Memorandum of Understanding (MOU) concerning the operation of the one-stop delivery system in the local area with the One-Stop Partners. The completed MOUs shall be subject to CEO approval and shall be reviewed and approved by the CEOs at scheduled meetings.

M. CONSULTATION WITH IOWA WORKFORCE DEVELOPMENT

1. The MVWDB, the CEOs, and IWD shall negotiate and reach agreement on local performance accountability measures.
2. The CEOs will consult with IWD in the development of a reorganization plan, following decertification of the MVWDB for fraud, abuse, failure to carry out functions, or non-performance.
3. In conjunction with IWD the CEOs will carry out statewide Rapid Response activities using funds reserved by IWD, including additional assistance to local service delivery areas that experience disasters, mass layoffs, or plant closings, or other events that precipitate substantial increases in the number of unemployed individuals.
4. The CEOs, in coordination with IWD, and the MVWDB, shall establish and operate a fiscal and management accountability information system based on guidelines established by the Secretary after consultation with IWD, CEOs and the one-stop partners (such guidelines shall promote efficient collection and use of fiscal and management information for reports and monitoring the use of funds made available and for preparing the annual report).
5. The CEOs will consult with the Secretary of Labor or IWD regarding any federal or state-funded activity in the Local Area.

N. CEO DISPUTES

It is agreed that CEO decisions required under this Agreement shall be made in a democratic manner and that each CEO shall have an equal vote in all deliberations. A simple majority vote shall be required to approve or deny any action required to fulfill the CEO responsibilities covered by this Agreement.

O. AMENDMENTS

This Agreement may be amended or modified at any time by the affirmative vote of 75% of (6 members) of the eight county CEOs holding office at the time of modification.

P. SELECTION OF NEW CLEO

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When a new CLEO is selected in accordance with the CEO Agreement, the newly selected CLEO must submit to the MVWDB and IWD a written statement acknowledging that he/she has read, understands, and will comply with the current CEO Agreement, and will apprise IWD of the change in CLEO designation.

Q. ELECTION OF NEW CEO

When a new CEO is elected within the MVWA, the newly elected official must submit to the MVWDB a written statement acknowledging that he or she has read, understands, and will comply with the current CEO Agreement and reserves the option to request negotiations to amend the CEO Agreement at any time during the official’s tenure as a CEO.

R. CEOS INFORMATION

County	Name	Email
Jackson	Jack Willey	jcbos@co.jackson.ia.us
Clinton	Jim Irwin	jirwin@clintoncounty-ia.gov
Scott	Brinson Kinzer	brinson.kinzer@scottcountyiowa.com
Muscatine	Nathan Mather	Nathan.Mather@co.muscatine.ia.us
Louisa	Chris Ball	CBall@louisacountyia.gov
Lee	Rick Larkin	rickleolarkin@gmail.com
Des Moines	Shane McCampbell	mccampbells@dmcounty.com
Henry	Chad White	cwhite@henrycountyiowa.us

S. DURATION

This Agreement shall be effective upon the approval of the Board of Supervisors of each of the member counties. The Agreement shall continue until WIOA is rescinded or MVWDB as currently designated is changed by the Governor or upon the CEOs request to amend this Agreement at any regularly scheduled meeting.

SIGNATURE PAGE

By signing below, I acknowledge that I have read and agree to the MVWA Chief Elected Official Shared Liability Agreement as amended at the March 2, 2022, CEO meeting. Multiple signature pages will constitute a fully executed MVWA CEO Shared Liability Agreement. Upon receipt of all signature pages this Agreement will become effective.

Signature	County	Date
_____	Jackson County	_____
_____	Clinton County	_____
_____	Scott County	_____
_____	Muscatine County	_____
_____	Louisa County	_____
_____	Lee County	_____
<i>Shane A McCreary</i>	Des Moines County	<i>3-8-2022</i>
_____	Henry County	_____

CONTRACT

DES MOINES County -- 352 - Excavating

Project Number: L-P199GRADE2022--73-29

THIS AGREEMENT made and entered by and between DES MOINES County, Iowa, by its Board of Supervisors consisting of: Thomas L. Broeker (Chairperson), Shane McCampbell, Jim Cary, Contracting Authority, and Four Seasons Excavating of, West Burlington, IA 52655, Contractor.

WITNESSETH: That the contractor, for and in consideration of One Hundred Sixty One Thousand Eight Hundred Twenty Two Dollars and Five Cents (\$161,822.05) payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specification therefore, and in the locations designated in the notice to bidders, the various items of work as listed in the quantity and unit price tabulation

Said specifications and plans are hereby made a part of and the basis of this agreement, and a true copy of said plans and specifications are now on file in the office of the County Auditor under the date of 1/18/2022

That in consideration of the foregoing, the Contracting Authority hereby agrees to pay the Contractor, promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. L-P199GRADE2022--73-29 in DES MOINES County, Iowa, the within contract, the contractor's bond and the general and detailed plans are and constitute the basis of the contract between the parties hereto.

That it is further understood and agreed by the parties of this contract that the above work shall be commenced and completed on or before:

Work Days	Date Type	Date	Liquidated Damages Per Day
30	Late Start Date	8/15/2022	\$300.00

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon the parties hereto.

It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine and render judgment as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the ____ Day of _____, 2022

DES MOINES County Iowa, Contracting Authority

Chairperson, County Board of Supervisors

Date

Four Seasons Excavating, Contractor

Signature

Federal ID



16-1723342

SCHEDULE OF PRICES -- CONTRACT

DES MOINES County, Iowa -- Project L-P199GRADE2022--73-29

Type of work : 352 - Excavating

	Item Number	Description	Units	Quantity	Unit Price	Total
1.	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	3699.0	\$3.45	\$12,761.55
2.	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	1898.0	\$6.95	\$13,191.10
3.	2125-2225050	RESHAPING DITCHES	STA	2.92	\$1,597.26	\$4,664.00
4.	2210-0475290	MACADAM STONE BASE	TON	1166.0	\$21.28	\$24,812.48
5.	2213-7100400	RELOCATION OF MAIL BOXES	EACH	9	\$129.45	\$1,165.05
6.	2312-8260250	GRANULAR SURFACING ON ROAD, CRUSHED STONE	TON	2854.0	\$19.00	\$54,226.00
7.	2315-8275055	SURFACING, DRIVEWAY	TON	192.0	\$19.00	\$3,648.00
8.	2401-6750001	REMOVALS, AS PER PLAN	LS	1.00	\$3,500.00	\$3,500.00
9.	2417-1007000	CORRUGATED PIPE CULVERT,	LF	212	\$62.57	\$13,264.84
10.	2422-1720000	UNCLASSIFIED PIPE CULVERT,	LF	400	\$9.35	\$3,740.00
11.	2510-6745850	REMOVAL OF PAVEMENT	SY	20.2	\$23.17	\$468.03
12.	2528-2518000	SAFETY CLOSURE	EACH	2	\$240.00	\$480.00
13.	2528-8445110	TRAFFIC CONTROL	LS	1.00	\$3,500.00	\$3,500.00
14.	2533-4980005	MOBILIZATION	LS	1.00	\$7,451.00	\$7,451.00
15.	2601-2634100	MULCHING	ACRE	2.3	\$3,500.00	\$8,050.00
16.	2601-2636041	SEEDING AND FERTILIZING	ACRE	2.3	\$3,000.00	\$6,900.00
Contract Total						\$161,822.05

STANDARD SPECIFICATIONS OF THE IDOT, SERIES 2015, AND CURRENT SUPPLEMENTAL SPECIFICATIONS SHALL APPLY.

The County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Accounts Payable Claims

03/15/2022 MEETING

\$888,614.64

Checks

\$0.00

Wire Transfer Pmnt

\$888,614.64

GRAND TOTAL

**DES MOINES COUNTY
BOARD OF SUPERVISORS
RESOLUTION #2022-022**

WHEREAS the Des Moines County Board of Supervisors recently adopted revised Floodplain Development, Subdivision Ordinance and Zoning Ordinances, along with a new Airport Height Regulations ordinance, and

WHEREAS the Board recognizes that the current fee schedule for Land Use permits, applications, and violations is outdated,

NOW THEREFORE, BE IT RESOLVED: That the Board of Supervisors hereby approves and adopts the following fee schedule for all permits and applications concerning County ordinances enforced by the Land Use Administrator, with the stipulation that any 'Home Occupation' that qualifies as a Permitted Accessory Use shall be exempt from fees:

ORDINANCE	TYPE OF ACTIVITY	FEE
Subdivision	Preliminary Plat	\$250
Subdivision	Final Plat - Standard or Major Subdivision	\$200
Subdivision	Final Plat - Minor Subdivision	\$150
Zoning	Zoning Permit, Major Site Plan	\$75
Zoning	Zoning Permit, Minor Site Plan - includes Principal Use	\$40
Zoning	Zoning Permit, Minor Site Plan - Accessory Uses only	\$25
Zoning	Rezoning of Property	\$200
Zoning	Special Use Permit	\$150
Zoning	Variance	\$100, plus Zoning Permit fee
Floodplain Development	Floodplain Development Permit	\$25
Airport Height	Airport Height Development Permit	\$25

AND FURTHER BE IT RESOLVED: That the Board of Supervisors hereby approves and adopts the policy that a first offense violation of any of the four Land Use ordinances (including the act of beginning construction without first obtaining a permit) shall receive a penalty of one hundred dollars (\$100), and each subsequent repeat violation shall receive a penalty of two hundred fifty dollars (\$250), with any act that simultaneously violates more than one ordinance (such as building a house in a floodplain without a permit) constituting a single violation.

Approved and adopted this 15th day of March, 2022.

DES MOINES COUNTY BOARD OF SUPERVISORS

Jim Cary, Chair

Shane McCampbell, Vice Chair

Tom L. Broeker, Member

ATTEST: _____

Terri Johnson, County Auditor



Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
PREMIER DIRT PROMOTIONS, INC.	34 Raceway	(319) 752-3434

ADDRESS OF PREMISES	CITY	COUNTY	ZIP
10463 South Prairie Grove Road	West Burlington	DesMoines	52655

MAILING ADDRESS	CITY	STATE	ZIP
300 Center Street	Middletown	Iowa	52638

FILED

MAR 07 2022

DES MOINES CO. AUDITOR
BURLINGTON, IOWA

Contact Person

NAME	PHONE	EMAIL
Bradley Stevens	(319) 759-9424	promoter@34raceway.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class B Beer Permit	8 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Mar 18, 2022	Nov 18, 2022	

SUB-PERMITS

Class B Beer Permit



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
Bradley Stevens	Middletown	Iowa	52638	Owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

National Casualty Company

POLICY EFFECTIVE DATE

Mar 15, 2022

POLICY EXPIRATION DATE

Mar 15, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

March 8th, 2022

The Des Moines County Board of Supervisors met in regular session at the Courthouse in Burlington at 9:00 AM on Tuesday, March 8th, 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: County Auditor Terri Johnson gave an update on the June 7th Primary Election. The filing for the County offices started March 7th and ends March 25th. County Attorney Lisa Schaefer stated her office is busy. IT Director Colin Gerst reported his office is busy. Sheriff Kevin Glendening reported everything is going well at the Sheriff's Office. The jail population is 65. Budget Director Cheryl McVey reported the budget is going well and a FY22 budget amendment will be scheduled in late April. Assistant Land Use Administrator Jarred Lassiter reported they are busy. County Treasurer Janelle Nalley-Londquist reported her office is busy and collecting the second half property taxes due March 31st. Public Health Director Christa Poggemiller stated her office is busy and starting to schedule outreach clinics and conducting health education. Conservation Director Chris Lee stated he is meeting with the Capital Campaign Team to kickoff fundraising. County Recorder Natalie Steffener reported her office is busy and boat registrations are slowly coming in. Renewals are due in April. County Engineer Brian Carter reports his crews were out clearing the snow Monday morning and more snow is predicted later this week. Carter stated Bryan Bross with Klingner & Associates was present and will give an update on the Heartland Pipeline inspection project. Bids for grading on 115th St. / 91st Ave. project were opened yesterday. Six bids were received. His office will be sending out bids this week for the Upper Flint Road paving project. Dry Branch Creek bridge will bid in May. Contractors will start in early April on Pleasant Grove Road and Geode Road projects which will require short term road closures. CDS Director Ken Hyndman stated he will be attending SEIL Region meetings tomorrow. Safety Director Angela Vaughan reported she will be out of the office next week. Maintenance Director Rodney Bliesener reported his department is busy and he attended a TIGER Grant meeting last week for the downtown project.

No Correspondence received.

Resolution #2022-019 on Acquisition or Development for Outdoor Recreation was presented by Conservation Director Chris Lee. Chairman Cary read the resolution into record. McCampbell motioned to approve and seconded by Broeker.

INSERT RESOLUTION #2022-019

Resolution #2022-020 Setting the Time and Date of FY23 Budget Hearing was presented. Broeker motioned to approve and seconded by McCampbell.

INSERT RESOLUTION #2022-020

Resolution #2022-021 Appointing Title VI Coordinator for Des Moines County was presented. McCampbell motioned to approve and seconded by Broeker.

INSERT RESOLUTION #2022-021

Payroll Reimbursement Claims in the amount of \$722.56 was presented. Broeker motioned to approve and seconded by McCampbell.

The 2022 Certificate of Organization for Des Moines County Agricultural Extension Council was presented. McCampbell motioned to approve and seconded by Broeker.

Class C Liquor License for Fat Annie's Augusta Tap was presented. Broeker motioned to approve and seconded by McCampbell.

Class C Liquor License for Harvest View Farms was presented. McCampbell motioned to approve and seconded by Broeker.

Application for Fireworks Permit for Sperry Fireworks Show to be held on July 2nd with a July 3rd rain date was presented. Broeker motioned to approve and seconded by McCampbell.

Approval of HIPAA Privacy and Security Policy and Procedure Manual was presented. Broeker motioned to approve and seconded by McCampbell.

Tentative Agreement between Des Moines County and CWA Local 7176 Clerical and Custodial was presented. McCampbell motioned to approve and seconded by Broeker.

Tentative Agreement between Des Moines County and CWA Local 7176 Deputies and Correctional Officers was presented. Broeker motioned to approve and seconded by McCampbell.

Department of Human Services (DHS) Lease Agreement with Burlington Crossing Real Estate, LLC was presented. DHS Offices will move to a new location at 3535 Agency St. Suite 102, Burlington. Term of the lease is for ten-years beginning July 1st and ending June 30, 2032, unless terminated sooner. Occupancy by DHS is contingent upon receipt and/or installation of any building materials, equipment or supplies associated with improvements to the property being made by Landlord. Broeker motioned to approve the lease and seconded by McCampbell.

Personnel Actions: Local Health - Stefanie Gall, Health Promotion Coordinator. Unpaid leave – 8 hrs. on 3/1. Julie Shaw, CNA. 6-month probation completed. New rate - \$30,000.87 yr., effective 2/3. Judith Weatherwax, CNA. Unpaid leave – 75.38 hrs. Broeker made a motion to approve all three actions and seconded by McCampbell. Correctional Center – Kenyetta Rooks, CO-FT. Unpaid leave 3/1 to 4/13. McCampbell motioned to approve and seconded by Broeker.

Reports received and filed in the Auditor's Office:

- Auditor's Report of Fees Collected, Qtr. ending 12/31/2021
- Clerk's Report of Fees Collected, January 2022
- Recorder's Report of Fees Collected, February 2022
- Jail Stats, January 2022
- General Assistance Monthly Report, February 2022

Broeker motioned to approve the March 1st, 2022, regular meeting minutes and seconded by McCampbell.

Future Agenda Item – County Attorney stated the need to approve a resolution to update the indigent attorney fees

Public Input – Bryan Bross, Klingner & Associates spoke about the Heartland Pipeline project. He stated work may not begin until late 2023 or early 2024. He will inform the Board as he gets updates on the progress of the project.

Meeting was adjourned at 9:36 a.m.

Two work sessions followed the meeting. The first work session with Zach James and Jarred Lassiter with SEIRPC to discuss an Ordinance Fee Schedule. They presented a Staff Report in regard to updating the fee schedule for the Des Moines County Land Use Ordinances (Floodplain Development, Subdivision, Zoning and Airport Height Regulations). After discussion, James and Lassiter will provide a resolution setting the fees. The second work session with County Attorney, Sheriff, Public Health and Safety Director to discuss the dog ordinance. Resident Tim Scott was present to inquire about anyone bitten by a dog and the need for the person to be notified after the dog's two-week rabies quarantine. Standards for quarantine and reporting process by the Sheriff and to Public Health was discussed. Scott felt dog owners need to be cited for unprovoked dog bites. Items discussed will be addressed in an amendment to the dog ordinance.

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

Jim Cary, Chairman
Attest: Terri Johnson, Auditor