

OFFICIAL NOTICE

The Des Moines County Board of Supervisors will hold a regular session on **Tuesday, March 29th, 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. Public Hearing and Resolution #2022-024 Approving FY2022-2023 County Budget
 - B. Child Abuse Prevention Month Proclamation
 - C. County-Wide Housing Needs Assignment, Request for Financial Participation
 - D. Fourth Amended and Restated 28E Agreement for SEIL Region
 - E. Memorandum of Understanding Regarding Reimbursement from SEIL Mental Health and Disability Services Region for County Employees/Occupancy/Equipment
 - F. Resolution #2022-025 Approving SEIL Region 28E
 - G. Resolution #2022-026 and Final Plat for TLBL Creekside Subdivision
 - H. Resolution #2022-027 and Final Plat for First Addition to Wunderlich Subdivision
 - I. Zoning Board of Adjustment Resignation
 - J. Resolution #2022-028 Zoning Board of Adjustment Appointment
 - K. Assignment Request for Tax Sale Certificate #16-0423
 - L. Accounts Payable Claims
 - M. Janitorial Agreement
 - N. Approval of Proposal for Professional Engineering Services for Des Moines County Bridge H-14/FHWA 023600
 - O. Years of Service Awards
 - P. Personnel Actions:
 1. Local Health (1)
 2. Community Services (1)
 - Q. Minutes for Regular Meeting on March 22nd, 2022
6. Other Business
7. Future Agenda Items
8. Committee Reports
9. Public Input
10. Adjournment

Work Sessions held after the meeting:

BOS / General Assistance / Community Action

BOS / County Engineer

RE: General Assistance Program

RE: Project Tour

NOTE: The Board of Supervisors will be meeting in the public meeting room for Architect Interviews for the Public Health Building on: **Wednesday, March 30th 8:30 AM**

RESOLUTION APPROVING FY2022-2023 BUDGET

RESOLUTION #2022-024

WHEREAS, the Des Moines County Board of Supervisors has considered the proposed FY2022-2023 county budget, and

WHEREAS, a Public Hearing concerning the proposed county budget was held this date, March 29, 2022, now

BE IT RESOLVED by the Des Moines County Board of Supervisors that the County budget FY2022-2023 as set forth in the budget summary, is hereby adopted, and the County Auditor is directed to make the necessary filing of said budget and to establish the accounting records in accordance with the attached schedules.

APPROVED this 29th day of March, 2022.

DES MOINES COUNTY BOARD OF SUPERVISORS

Jim Cary, Chairman

ATTEST: _____

Terri Johnson, Auditor

Shane McCampbell, Vice-Chairman

Tom Broeker, Member

NOTICE OF PUBLIC HEARING – PROPOSED BUDGET
Fiscal Year July 1, 2022 - June 30, 2023
County Name: DES MOINES COUNTY County Number: 29

The County Board of Supervisors will conduct a public hearing on the proposed Fiscal Year County budget as follows:

Meeting Date: 3/29/2022 Meeting Time: 09:00 AM Meeting Location: Courthouse, 513 N Main, Burlington

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the County Auditor. A copy of the supporting detail will be furnished upon request.

County budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult dom.iowa.gov/local-gov-appeals

Average annual percentage changes between "Actual" and "Budget" amounts for "Taxes Levied on Property", "Other County Taxes/ TIF Tax Revenues", and for each of the ten "Expenditure Classes" must be published. Expenditure classes proposing "Budget" amounts, but having no "Actual" amounts, are designated "NEW".

County Website (if available)
www.dmccounty.com

County Telephone Number
 (319) 753-8274

		Budget 2022/2023	Re-Est 2021/2022	Actual 2020/2021	AVG Annual % CHG
REVENUES & OTHER FINANCING SOURCES					
Taxes Levied on Property	1	14,230,224	14,706,127	14,667,549	-1.50
Less: Uncollected Delinquent Taxes - Levy Year	2	5,220	6,620	3,135	
Less: Credits to Taxpayers	3	820,731	894,025	893,457	
Net Current Property Taxes	4	13,404,273	13,805,482	13,770,957	
Delinquent Property Tax Revenue	5	5,220	6,545	373,632	
Penalties, Interest & Costs on Taxes	6	87,250	87,250	188,390	
Other County Taxes/TIF Tax Revenues	7	2,732,480	2,909,923	3,153,948	-6.92
Intergovernmental	8	5,844,686	9,965,365	11,575,643	
Licenses & Permits	9	49,235	51,735	75,907	
Charges for Service	10	926,860	927,825	1,079,088	
Use of Money & Property	11	212,975	215,781	244,846	
Miscellaneous	12	321,174	366,575	409,751	
Subtotal Revenues	13	23,584,153	28,336,481	30,872,162	
Other Financing Sources:					
General Long-Term Debt Proceeds	14	3,968,662	3,635,912	4,853,312	
Operating Transfers In	15	3,012,643	2,722,540	2,537,638	
Proceeds of Fixed Asset Sales	16	15,000	34,875	575	
Total Revenues & Other Sources	17	30,580,458	34,729,808	38,263,687	
EXPENDITURES & OTHER FINANCING USES					
Operating:					
Public Safety and Legal Services	18	9,316,766	8,781,606	7,709,323	9.93
Physical Health and Social Services	19	1,630,991	1,489,516	1,456,646	5.82
Mental Health, ID & DD	20	0	1,243,852	1,777,334	
County Environment and Education	21	1,450,066	1,381,115	1,325,856	4.58
Roads & Transportation	22	6,105,859	6,316,385	5,651,954	3.94
Government Services to Residents	23	1,112,857	1,096,195	1,132,888	-0.89
Administration	24	7,970,800	4,769,169	3,024,467	62.34
Nonprogram Current	25	0	0	0	
Debt Service	26	3,981,662	3,809,922	4,706,071	-8.02
Capital Projects	27	2,121,000	2,207,412	4,696,743	-32.80
Subtotal Expenditures	28	33,690,001	31,095,172	31,481,282	
Other Financing Uses:					
Operating Transfers Out	29	3,012,643	2,722,540	2,537,638	
Refunded Debt/Payments to Escrow	30	0	0	0	
Total Expenditures & Other Uses	31	36,702,644	33,817,712	34,018,920	
Excess of Revenues & Other Sources over (under) Expenditures & Other Uses	32	-6,122,186	912,096	4,244,767	
Beginning Fund Balance - July 1,	33	18,637,865	17,725,769	13,481,002	
Increase (Decrease) in Reserves (GAAP Budgeting)	34	0	0	0	
Fund Balance - Nonspendable	35	0	0	0	
Fund Balance - Restricted	36	7,903,123	8,187,914	12,459,630	
Fund Balance - Committed	37	0	0	0	
Fund Balance - Assigned	38	479,949	724,741	612,782	
Fund Balance - Unassigned	39	4,132,607	9,725,210	4,653,357	
Total Ending Fund Balance - June 30,	40	12,515,679	18,637,865	17,725,769	
Proposed property taxation by type:		Proposed tax rates per \$1,000 taxable valuation:			
Countywide Levies*:	11,793,041				
Rural Only Levies*:	2,437,183	Urban Areas: 6.81871			
Special District Levies*:	0	Rural Areas: 10.42871			
TIF Tax Revenues:	0	Any special district tax rates not included.			
Utility Replacement Excise Tax:	559,123				

Explanation of any significant items in the budget or additional virtual meeting information:

\$4,000,000 budgeted for American Rescue Plan Act grant expenses in Administration includes a local health building, digitization of records, phone system, broadband expansion, RMS/CAD system, and conservation park improvements. The funds were previously received. Byar Trust saves taxpayers two cents per \$1000 of taxable value.

BUDGET SUMMARY

REVENUES & OTHER FINANCING SOURCES		General	Special Revenue	TOTALS Budget 2022/2023 Capital Projects	Debt Service	Permanent	TOTALS Budget 2022/2023	TOTALS Re-Est 2021/2022	TOTALS Actual 2020/2021	
Taxes Levied on Property	1	8,370,869	2,437,183		3,422,172		14,230,224	14,706,127	14,667,549	1
Less: Uncollected Delinquent Taxes - Levy Year	2	2,520	700		2,000		5,220	6,620	3,135	2
Less: Credits to Taxpayers	3	490,799	114,294		215,638		820,731	894,025	893,457	3
Net Current Property Taxes	4	7,877,550	2,322,189		3,204,534		13,404,273	13,805,482	13,770,957	4
Delinquent Property Tax Revenue	5	2,520	700		2,000		5,220	6,545	373,632	5
Penalties, Interest & Costs on Taxes	6	87,250					87,250	87,250	188,390	6
Other County Taxes/TIF Tax Revenues	7	1,182,947	1,428,228	0	121,305	0	2,732,480	2,909,923	3,153,948	7
Intergovernmental	8	2,136,268	3,419,205	0	289,213	0	5,844,686	9,965,365	11,575,643	8
Licenses & Permits	9	34,235	15,000	0	0	0	49,235	51,735	75,907	9
Charges for Service	10	920,860	6,000	0	0	0	926,860	927,825	1,079,088	10
Use of Money & Property	11	206,973	6,002	0	0	0	212,975	215,781	244,846	11
Miscellaneous	12	277,500	43,674	0	0	0	321,174	366,575	409,751	12
Subtotal Revenues	13	12,726,103	7,240,998	0	3,617,052	0	23,584,153	28,336,481	30,872,162	13
Other Financing Sources:										
General Long-Term Debt Proceeds	14	3,968,662	0	0	0	0	3,968,662	3,635,912	4,853,312	14
Operating Transfers In	15	568,132	2,444,511	0	0	0	3,012,643	2,722,540	2,537,638	15
Proceeds of Fixed Asset Sales	16	15,000	0	0	0	0	15,000	34,875	575	16
Total Revenues & Other Sources	17	17,277,897	9,685,509	0	3,617,052	0	30,580,458	34,729,808	38,263,687	17
EXPENDITURES & OTHER FINANCING USES										
Operating:										
Public Safety and Legal Services	18	9,113,286	203,480			0	9,316,766	8,781,606	7,709,323	18
Physical Health and Social Services	19	1,630,991	0			0	1,630,991	1,489,516	1,456,646	19
Mental Health, ID & DD	20	0	0			0	0	1,243,852	1,777,334	20
County Environment and Education	21	1,052,941	397,125			0	1,450,066	1,381,115	1,325,856	21
Roads & Transportation	22	0	6,105,859			0	6,105,859	6,316,385	5,651,954	22
Government Services to Residents	23	1,106,367	6,490			0	1,112,857	1,096,195	1,132,888	23
Administration	24	7,964,800	6,000			0	7,970,800	4,769,169	3,024,467	24
Nonprogram Current	25	0	0			0	0	0	0	25
Debt Service	26	0	0		3,981,662	0	3,981,662	3,809,922	4,706,071	26
Capital Projects	27	1,421,000	700,000	0		0	2,121,000	2,207,412	4,696,743	27
Subtotal Expenditures	28	22,289,385	7,418,954	0	3,981,662	0	33,690,001	31,095,172	31,481,282	28
Other Financing Uses:										
Operating Transfers Out	29	848,236	2,164,407	0	0	0	3,012,643	2,722,540	2,537,638	29
Refunded Debt/Payments to Escrow	30	0	0	0	0	0	0	0	0	30
Total Expenditures & Other Uses	31	23,137,621	9,583,361	0	3,981,662	0	36,702,644	33,817,712	34,018,920	31
Excess of Revenues & Other Sources over (under) Expenditures & Other Uses	32	-5,859,724	102,148	0	-364,610	0	-6,122,186	912,096	4,244,767	32
Beginning Fund Balance - July 1, 2022	33	11,366,947	5,773,479	0	1,497,439	0	18,637,865	17,725,769	13,481,002	33
Increase (Decrease) in Reserves (GAAP Budgeting)	34	0	0	0	0	0	0	0	0	34
Fund Balance - Nonspendable	35	0	0	0	0	0	0	0	0	35
Fund Balance - Restricted	36	894,667	5,875,627	0	1,132,829	0	7,903,123	8,187,914	12,459,630	36
Fund Balance - Committed	37	0	0	0	0	0	0	0	0	37
Fund Balance - Assigned	38	479,949	0	0	0	0	479,949	724,741	612,782	38
Fund Balance - Unassigned	39	4,132,607	0	0	0	0	4,132,607	9,725,210	4,653,357	39
Total Ending Fund Balance - June 30,	40	5,507,223	5,875,627	0	1,132,829	0	12,515,679	18,637,865	17,725,769	40

Proposed tax rate per \$1,000 valuation for County purposes: 6.81871 urban areas; 10.42871 rural areas; Any special district rates excluded.

SERVICE AREA 1
PUBLIC SAFETY AND LEGAL SERVICES
 County Name: DES MOINES COUNTY
 County No: 29

	GENERAL FUND				SPECIAL REVENUE FUNDS					TOTALS			
		General Basic	General Supplemental	General Other	Rural Services Basic	Rural Services Supplemental	Secondary Roads	Other	All Permanent	Budget 2022/2023	Re-estimated 2021/2022	Actual 2020/2021	
LAW ENFORCEMENT PROGRAM													
1000 - Uniformed Patrol Services	1	1,325,303	393,882	8,000	203,480					1,930,665	1,854,678	1,764,422	1
1010 - Investigations	2	261,268	99,199	1,800						362,267	327,014	309,903	2
1020 - Unified Law Enforcement	3									0		0	3
1030 - Contract Law Enforcement	4	2,000	329							2,329	2,333	1,250	4
1040 - Law Enforcement Communications	5	3,000								3,000	8,000	245,169	5
1050 - Adult Correctional Services	6	2,214,494	746,875	73,150						3,034,519	2,770,399	2,805,090	6
1060 - Administration	7	640,847	243,822							884,669	841,157	845,206	7
Subtotal	8	4,446,912	1,484,107	82,950	203,480	0	0	0	0	6,217,449	5,803,581	5,971,040	8
LEGAL SERVICES PROGRAM													
1100 - Criminal Prosecution	9	982,408	353,350	34,500						1,370,258	1,257,042	1,216,830	9
1110 - Medical Examiner	10	150,600								150,600	165,600	154,763	10
1120 - Child Support Recovery	11									0		0	11
Subtotal	12	1,133,008	353,350	34,500	0	0	0	0	0	1,520,858	1,422,642	1,371,593	12
EMERGENCY SERVICES													
1200 - Ambulance Services	13									0		0	13
1210 - Emergency Management	14		1,290,859							1,290,859	1,273,933	157,455	14
1220 - Fire Protection & Rescue Services	15									0		0	15
1230 - E911 Service Board	16									0		0	16
Subtotal	17	0	1,290,859	0	0	0	0	0	0	1,290,859	1,273,933	157,455	17
ASSISTANCE TO DISTRICT COURT SYSTEM PROGRAM													
1400 - Physical Operations	18	7,200								7,200	7,200	7,963	18
1410 - Research & Other Assistance	19									0		0	19
1420 - Bailiff Services	20									0		0	20
Subtotal	21	7,200	0	0	0	0	0	0	0	7,200	7,200	7,963	21
COURT PROCEEDINGS PROGRAM													
1500 - Juries & Witnesses	22									0		0	22
1510 - (Reserved)	23												23
1520 - Detention Services	24	230,000								230,000	225,000	154,559	24
1530 - Court Costs	25	26,400								26,400	25,355	23,956	25
1540 - Service of Civil Papers	26									0		0	26
Subtotal	27	256,400	0	0	0	0	0	0	0	256,400	250,355	178,515	27
JUVENILE JUSTICE ADMINISTRATION PROGRAM													
1600 - Juvenile Victim Restitution	28									0		0	28
1610 - Juvenile Representation Services	29									0		0	29
1620 - Court-Appointed Attorneys & Court Costs for Juveniles	30	24,000								24,000	23,895	22,757	30
Subtotal	31	24,000	0	0	0	0	0	0	0	24,000	23,895	22,757	31
Total - Public Safety & Legal Services	32	5,867,520	3,128,316	117,450	203,480	0	0	0	0	9,316,766	8,781,606	7,709,323	32

SERVICE AREA 4

MENTAL HEALTH, INTELLECTUAL DISABILITY & DEVELOPMENTAL DISABILITIES

County Name: DES MOINES COUNTY

County No: 29

TOTALS				
		Budget 2022/2023	Re-estimated 2021/2022	Actual 2020/2021
SERVICES TO PERSONS WITH:				
40XX - MENTAL HEALTH PROBLEMS MENTAL ILLNESS				
400X - Information & Education Services	1	0		1
402X - Coordination Services	2	0	64,843	63,576
403X- Personal & Environ. Sprt	3	0		
404X-Treatment Services	4	0		3
405X-Vocational & Day Services	5	0		4
406X-Lic/Cert. Living Arrangements	6	0		5
407X - Inst/Hospital & Commit Services	7	0		6
Subtotal	8	0	64,843	63,576
42XX - INTELLECTUAL DISABILITY				
420X - Information & Education Services	9	0		9
422X - Coordination Services	10	0		10
423X- Personal & Environ. Sprt	11	0		11
424X-Treatment Services	12	0		12
425X-Vocational & Day Services	13	0		13
426X-Lic/Cert. Living Arrangements	14	0		14
427X - Inst/Hospital & Commit Services	15	0		15
Subtotal	16	0	0	16
43XX - OTHER DEVELOPMENTAL DISABILITIES				
430X - Information & Education Services	17	0		17
432X - Coordination Services	18	0		18
433X- Personal & Environ. Sprt	19	0		19
434X-Treatment Services	20	0		20
435X-Vocational & Day Services	21	0		21
436X-Lic/Cert. Living Arrangements	22	0		22
437X - Inst/Hospital & Commit Services	23	0		23
Subtotal	24	0	0	24
44XX - GENERAL ADMINISTRATION				
4411-Direct Administration	25	0	151,812	127,137
4412-Purchased Administration	26	0		0
4413-Distrib to Regional Fiscal Agent	27	0	859,394	1,437,091
Subtotal	28	0	1,011,206	1,564,228
45XX - COUNTY PRVD CASE MGMT				
Subtotal	29	0		
46XX - COUNTY PRVD SERVICES				
Subtotal	30	0	167,803	149,530
47XX - BRAIN INJURY				
470X - Information & Education Services	31	0		31
472X - Coordination Services	32	0		32
473X- Personal & Environ. Sprt	33	0		33
474X-Treatment Services	34	0		34
475X-Vocational & Day Services	35	0		35
476X-Lic/Cert. Living Arrangements	36	0		36
477X - Inst/Hospital & Commit Services	37	0		37
Subtotal	38	0	0	0
Total - Mental Health, ID & DD	39	0	1,243,852	1,777,334

SERVICE AREA 7

ROADS & TRANSPORTATION

County Name: DES MOINES COUNTY

County No: 29

	GENERAL FUND			SPECIAL REVENUE FUNDS						TOTALS			
		General Basic	General Supplemental	General Other	Rural Services Basic	Rural Services Supplemental	Secondary Roads	Other	All Permanent	Budget 2022/2023	Re-estimated 2021/2022	Actual 2020/2021	
SECONDARY ROADS ADMINISTRATION & ENGINEERING PROGRAM													
7000 - Administration	1						311,870			311,870	304,396	322,669	1
7010 - Engineering	2						527,848			527,848	574,704	453,005	2
Subtotal	3	0	0	0	0	0	839,718	0	0	839,718	879,100	775,674	3
ROADWAY MAINTENANCE PROGRAM													
7100 - Bridges & Culverts	4						298,850			298,850	302,571	279,402	4
7110 - Roads	5				215,000		2,484,486			2,699,486	2,801,805	2,298,523	5
7120 - Snow & Ice Control	6						331,380			331,380	317,659	364,042	6
7130 - Traffic Controls	7						239,025			239,025	232,587	96,754	7
7140 - Road Clearing	8						169,775			169,775	163,415	96,433	8
Subtotal	9	0	0	0	215,000	0	3,523,516	0	0	3,738,516	3,818,037	3,135,154	9
GENERAL ROADWAY EXPENDITURES PROGRAM													
7200 - New Equipment	10						640,000			640,000	585,000	684,499	10
7210 - Equipment Operations	11						728,480			728,480	716,133	588,893	11
7220 - Tools, Materials & Supplies	12						44,000			44,000	44,000	23,050	12
7230 - Real Estate & Buildings	13						91,375			91,375	250,345	304,933	13
Subtotal	14	0	0	0	0	0	1,503,855	0	0	1,503,855	1,595,478	1,601,375	14
MASS TRANSIT PROGRAM													
7300 - Air Transportation	15												
7310 - Ground Transportation	16						23,770			23,770	23,770	139,751	15
Subtotal	17	0	0	0	23,770	0	0	0	0	23,770	23,770	139,751	17
Total - Roads & Transportation	18	0	0	0	238,770	0	5,867,089	0	0	6,105,859	6,316,385	5,651,954	18

SERVICE AREA 9

ADMINISTRATION

County Name: DES MOINES COUNTY

County No: 29

	GENERAL FUND			SPECIAL REVENUE FUNDS						TOTALS			
		General Basic	General Supplemental	General Other	Rural Services Basic	Rural Services Supplemental	Secondary Roads	Other	All Permanent	Budget 2022/2023	Re-estimated 2021/2022	Actual 2020/2021	
POLICY & ADMINISTRATION PROGRAM													
9000 - General County Management	1	4,512,155	39,986							4,552,141	2,049,947	526,376	1
9010 - Administrative Management Services	2	302,779	111,133							413,912	306,073	291,104	2
9020 - Treasury Management Services	3	273,720	110,213							383,933	362,444	350,624	3
9030 - Other Policy & Administration	4									0		0	4
9040 - Reimbursable MHDS Direct Expenses	5			374,895						374,895			5
Subtotal	6	5,088,654	261,332	374,895	0	0	0	0	0	5,724,881	2,718,464	1,168,104	6
CENTRAL SERVICES PROGRAM													
9100 - General Services	7	643,459	115,263	57,000						821,722	805,205	743,301	7
9110 - Information Tech Services	8	471,047	129,726					6,000		600,773	474,848	492,036	8
9120 - GIS Systems	9			241,424						241,424	233,652	187,504	9
Subtotal	10	1,114,506	244,989	298,424	0	0	0	6,000	0	1,663,919	1,513,705	1,422,841	10
RISK MANAGEMENT SERVICES PROGRAM													
9200 - Tort Liability	11		570,000							570,000	525,000	426,209	11
9210 - Safety of Workplace	12									0		0	12
9220 - Fidelity of Public Officers	13									0		0	13
9230 - Unemployment Compensation	14		12,000							12,000	12,000	7,313	14
Subtotal	15	0	582,000	0	0	0	0	0	0	582,000	537,000	433,522	15
Total - Administration	16	6,203,160	1,088,321	673,319	0	0	0	6,000	0	7,970,800	4,769,169	3,024,467	16

NOTICE OF PUBLIC HEARING THE BOARD OF SUPERVISORS INTENDS TO LEVY RURAL BASIC PROPERTY TAX RATES WHICH EXCEED STATUTORY MAXIMUMS The accompanying budget summary requires a Rural Basic property tax rate that exceeds the maximum rate as established by the General Assembly. Comparison of the proposed general basic rate with the statutory maximum 3.95 Rural Basic tax rate and the dollar amount of the difference between the proposed rate and the maximum rate:

Proposed Rural Basic Tax Rate per \$1,000 of Taxable Value:	
Maximum Rural Basic Tax Rate per \$1,000 of Taxable Value:	3.95000
Rural Basic Tax Dollars to be Generated in Excess of Maximum:	
Major reasons for the difference between the proposed Rural Basic tax rate and the maximum basic tax rate:	



Child Abuse Prevention Month 2022 Proclamation

WHEREAS, child abuse and neglect is a serious problem that can be prevented; and

WHEREAS, our children are our most valuable resource and will shape the future of Iowa; and

WHEREAS child abuse can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children; and

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community and faith-based organizations, businesses, law enforcement agencies, and families; and

WHEREAS, all members of a community benefit from creating conditions that support strong and healthy families; and

WHEREAS, communities must make every effort to promote programs and activities that create strong and thriving children and families; and

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

WHEREAS, prevention remains the best defense for our children and families.

NOW THEREFORE, we, the Des Moines County Board of Supervisors, do hereby proclaim April 2022 as NATIONAL CHILD ABUSE PREVENTION MONTH in **Des Moines County** and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

Dated this 29th day of March, 2022

Jim Cary, Chairman

Shane McCampbell, Vice-Chair

Tom Broeker, Member

**DES MOINES COUNTY
BOARD OF SUPERVISORS
DISCUSSION / ACTION ITEM**

TO: Jim Cary
Chair
Board of Supervisors

FROM: Chad Bird
City Manager
City of Burlington

SUBJECT: County-wide Housing Needs Assessment
Financial participation

PREPARED FOR BOARD MEETING: March 29, 2022

DATE: March 23, 2022

BACKGROUND / DESCRIPTION:

The Southeast Iowa Regional Planning Commission (SEIRPC), on behalf of and at the request of the Greater Burlington Partnership Housing Task Force and local government organizations in Des Moines County has received proposals from qualified firms to complete a comprehensive countywide housing needs assessment in Des Moines County. This assessment, when completed, will assist those entities in Des Moines County in meeting future housing needs by identifying, marketing, directing, developing, and incentivizing future housing projects in communities county-wide.

The study will provide a review of and recommendation in the following scope of service areas and was developed with an understanding that this study would meet the needs of the county, cities, developers, and employers.

Citizen Participation & Market Surveys

We anticipate a robust community participation process to ensure a full understanding of the local housing issues and opportunities.

Technical Committee

A small group of key stakeholders to help guide the process.

Community and Market Survey

Create a general market survey for e-mail distribution, with paper versions provided as appropriate to gather information on the current market, current incentives, and local/regional housing perceptions. In addition to the general survey, a **Workforce Housing Survey** will be distributed to the city's largest employers.

Stakeholders/Key Person Interviews

Conduct interviews with local stakeholder on housing issues and opportunities.

FOURTH AMENDED AND RESTATED 28E AGREEMENT

FOR

Southeast Iowa Link (SEIL) REGION

This Agreement is made and entered into by, between and among the undersigned counties, each having adopted this Agreement by resolution of its board of supervisors, and hereby join together to voluntarily form a public body corporate and politic and separate legal entity under Iowa Code Chapter 28E, and amendments thereto known as the Southeast Iowa Link (SEIL).

SECTION 1: IDENTITY OF THE PARTIES

The undersigned counties are political subdivisions and constitute "public agencies" as defined in Iowa Code section 28E.2. The initial member counties are: Des Moines, Henry, Jefferson, Keokuk, Lee, Louisa, Van Buren, and Washington. County membership may, however, change from time to time as provided in this Agreement and the current member counties at any time shall be referred to as the "member counties" in this Agreement.

SECTION 2: PURPOSE AND GOALS

The member counties entered into this 28E Agreement to create a mental health and disability service regional administrative entity as described in the Iowa Code to provide local access to mental health and disability services for adults and children's behavioral health services and to engage in any other related activity in which an Iowa 28E organization may lawfully be engaged.

SECTION 3: TERM AND TERMINATION

- 3.1 Term. This Agreement shall be effective when the undersigned initial member counties, as listed in Section 1 execute this Agreement and this Agreement is filed with the Iowa Secretary of State as required by Iowa Code Section 28E.8 (the "Effective Date").
- 3.2 Termination. The term of this Agreement shall be perpetual, unless terminated by:
 - a) a repeal or amendment of the Iowa Code sections that result in the elimination of a statutory requirement for mental health services to be provided through a regional format; and
 - b) a majority of the member counties approve termination of the region.
- 3.3 Initiation of Region. In the event the Agreement is terminated as provided in Section 3.2, the SEIL Governing Board shall begin disbanding the SEIL Region. If all the requirements in Section 3.2 are met by or on December 1 of any year, then this Agreement will

- e) One individual representing the education system in the region. This Director shall be designated by the region's Children's Advisory Committee described below, with such appointment effective upon approval by the SEIL Governing Board. This Director shall be appointed to a two-year term, with the initial term beginning upon the effective date.
- f) One individual who is a parent of a child who utilizes children's behavioral health services or actively involved relatives of such children. This Director shall be designated by the region's Children's Advisory Committee described below, with such appointment effective upon approval by the SEIL Governing Board. This Director shall be appointed to a two-year term, with the initial term beginning upon the effective date.
- g) The Governing Board shall not include employees of DHS or non-elected employees of the county.

4.2 Director Vacancies.

- a) County-Appointed Directors: If a vacancy occurs during the term of a county-appointed Director, due to death, resignation, or end of service as a county supervisor of such Director, the vacancy shall be filled within thirty (30) days of its occurrence by the county having the right of appointment.
- b) Committee-Appointed Directors. If a vacancy occurs during the term of a committee-appointed Director, due to death or resignation of such Director, the vacancy shall be filled within thirty (30) days of its occurrence by the committee having the right of appointment or as soon as practical when a committee-appointed Director is identified. Such appointment to fill a vacancy shall become effective upon the approval of the SEIL Governing Board.

4.3 Voting Procedures for Governing Board Members. Each voting Director shall have one vote. A quorum must be present in order for the SEIL Governing Board to take action. A quorum shall be 6 voting Directors. The SEIL Governing Board shall take action by approval from the majority of the voting Directors present. Voting shall be done by voice vote or roll call vote when requested. This entity will be subject to open meeting requirements. That means any vote/meeting must meet the following rules. Only a person "attending" the meeting can vote. Attendance at an electronic meeting must follow this section:

Iowa Code Chapter 21.8 Electronic meetings.

- a) A governmental body may conduct a meeting by electronic means only in circumstances where such a meeting in person is impossible or impractical and only if the governmental body complies with all of the following:

- d) Property that is acquired shall be titled in the name of Southeast Iowa Link Mental Health and Disability Services Region aka/dba SEIL for the use and benefit of the Region.
- e) To establish a system of accounting and budgeting, and a system for receiving payments;
- f) To retain legal counsel, accountants and other professional individuals needed in order to fulfill the purposes of this Agreement;
- g) To sue and be sued; to pursue and defend lawsuits, and/or engage in mediation and/or arbitration;
- h) To make and enforce bylaws or rules and regulations for the management and operation of the SEIL Region's business and affairs;
- i) To do and perform any acts authorized by the Code of Iowa, under, through or by means of its officers, agents and employees, or by contracts with any person or entity;
- j) To consult with representatives of Federal, State and local agencies and departments, and their officers and employees, and to contract with such agencies and departments;
- k) To accept grants, contributions or loans from Federal, State or local agencies;
- l) To establish the times and places for business meetings and educational conferences, and set agendas for those meetings and conferences; and
- m) To exercise any other power or do any other legal act necessary to discharge its obligations and fulfill the purposes of this Agreement.

The Board may delegate any of these powers to staff of the SEIL Region or staff of member counties serving the SEIL Region as the Board deems necessary. The Board may adopt such policies, rules, regulations and actions not inconsistent with law or this Agreement.

4.6 Appointment of Committees

Members of any committee of the SEIL Region shall be appointed by the Governing Board. Committee members shall serve indefinitely at the pleasure of the SEIL Governing Board, until a successor is appointed, or until the earlier death or resignation of such committee member.

4.7 Duties of Committees

The Adult Advisory Committee, as appointed by the Governing Board, shall have an open panel with undesignated number of members. The committee members shall be: adults who utilize services or actively involved relatives of such individuals, service providers, at least one governing board member, and at least one member of the regional administration. The Adult Advisory

- a) To respond to reasonable requests to make local records available to the SEIL Region for the purposes of this Agreement;
- b) To provide sufficient office space, equipment, and furnishings for the performance of regional duties;
- c) To support the effective collaboration of other county functions in consideration of regional duties;
- d) To provide county staff as agreed between the member county and the SEIL Governing Board for the effective provision of regional duties;
- e) To provide HIPAA and HITECH compliance and overall Risk Management.

5.2 Decision that Require a Member Vote

The SEIL Governing Board shall not have authority to, and they covenant and agree that they shall not, do, or cause the Region to do, any of the following acts without the prior consent of the Boards of Supervisors of a simple majority of the member counties:

- a) Permit any new member counties;
- b) Remove any member county (other than a voluntary withdrawal of a county as provided below);
- c) Terminate or amend for substantial cause; or
- d) Dissolve the SEIL Region.

5.3 Member Voting Procedure

Any question related to the issues listed in Section 5.2 above may be presented to the member counties by resolution of the SEIL Governing Board of the Region by first adopting a recommendation on the issue and then submitting it to the individual member counties. A separate explanation of the reasons for the recommendation shall be included. Each member county desiring to vote upon the proposal shall do so by resolution of its Board of Supervisors and return of the same to SEIL Governing Board Chair a copy of the resolution stating the County's vote within thirty (30) days of the date that the County received a copy of the proposal. Any member county not voting upon the proposal within this time shall be considered to have approved the proposal. If the proposal receives approval by majority of the member votes, it shall become effective immediately unless otherwise specified by resolution.

5.4 Additional Member Counties

If a county wishes to become a member county of the SEIL Region after the effective date, the county must make a written request to the SEIL Governing Board. Such request will then be addressed through the Member Voting Procedure set forth in Section 5.3. If a new county's

During any period of delinquency, such member county shall not be entitled to the administrative services of the Region, nor shall the member county be entitled to vote on matters coming before the SEIL Governing Board or the member counties unless such delinquency shall be waived by a unanimous vote of the remaining members of the SEIL Governing Board. During any period of delinquency, the clients of such member county will not suffer as a result.

6. Chief Executive Officer (CEO) and Staff

6.1 Selection Process for Chief Executive Officer (CEO)

The Chief Executive Officer (CEO), which is the single point of accountability for the region, shall be recruited, selected, and appointed by the SEIL Governing Board with consideration of the SEIL Executive Management Team recommendation. The SEIL Governing Board will make this appointment the first Board meeting of the calendar year. The CEO shall report to the Region's Governing Board. The CEO shall divide the SEIL Region's administrative responsibilities and additionally assigned duties amongst member county and/or SEIL Region employees including selection of the Vice-CEO and Secretary of the Executive Management Team. In situations of which a county employee is designated to do region work; there will be a Memorandum of Understanding between the SEIL Governing Board and the individual county Board of Supervisors that will identify the individual employee(s), position to be filled, and the portion of the employee's wages and benefits that will be the responsibility of the SEIL Region. The SEIL Governing Board shall establish the salary and percentage of time for each region designated staff as identified by the CEO under the advisement of the SEIL Finance Committee.

6.2 Performance Evaluation of Chief Executive Officer (CEO)

The SEIL Governing Board shall conduct annual evaluations of the Chief Executive Officer CEO, based on a written job description and performance measures that are contained in the policy and procedure manual for the region. The SEIL Governing Board may conduct additional evaluations of the CEO at any time, as it deems necessary in a given situation. All evaluations shall be summarized in writing and submitted to the Board of Supervisors of the member county which employs the CEO. In the event the SEIL Governing Board determines that it is not in the best interest- of the SEIL Region for a particular person or persons to continue to serve as CEO, the SEIL Governing Board shall inform the Board of Supervisors of the member county employing such person. The Governing Board will then have 30 days to select an interim or replacement to serve as the Chief Executive Officer.

The SEIL Region intends to utilize administrative and service staff of member county(s) and/or SEIL Region employees for the following job descriptions and responsibilities:

- a) Coordinator of Disability Services (CDS) and Children’s Behavioral Health Coordinator (CBHC)
- b) Chief Executive Officer (CEO)/CDS;
- c) Chief Financial Officer (CFO)/CDS;
- d) Chief Information Officer (CIO)/CDS;
- e) Chief Procurement Officer (CPO)/CDS;
- f) Chief Quality Officer (CQO)/CDS;
- g) Chief Security Officer (CSO)/CDS/CBHC
- h) Administrative Assistant(s)
- i) Justice Involved Service Coordinator(s)
- j) Mental Health Advocate(s)

The SEIL Governing Board reserves the right to amend this list on its own motion without member approval as a non-substantive amendment as provided for in Section 8.1.

7. REGION FINANCES

7.1 Management & Expenditure of Funding

- a) **Fiscal Agent Appointment** The SEIL Governing Board will utilize a bid process for interested county auditors or other qualifying agencies to apply to become the fiscal agent (aka combined account) of the region. The fiscal agent will be an appointed position. Withdrawal of appointed fiscal agent may occur upon a ninety (90) days prior written notice of termination to the SEIL Governing Board. In the event the SEIL Governing Board determines that it is not in the best interests of the SEIL Region for a fiscal agent to continue to serve in that capacity, the SEIL Governing Board shall inform the Fiscal Agent that the SEIL Governing Board may take action to rebid the Fiscal Agent function/position.

- b) **Fiscal Agent Bid Process**
The SEIL Governing Board will accept a bid proposal which outlines how the county or entity will establish a joint regional bank account separate from all other county or entity bank accounts. Outline a process for accepting revenues, accepting claims, issuing warrants, reconciliation of warrants, reporting financial position to the SEIL Governing Board monthly, identify the certified public accountant who will audit the regional account(s). Provide an itemized estimated startup cost for establishing a

An amount shall be reserved in the SEIL services fund to address cash flow obligations in the next fiscal year. The cash flow amount shall not exceed the amount indicated as per Iowa Code. Encumbrance of funds will be the methodology used to develop other services of the region as identified in the SEIL Annual Service and Budget Plan.

d) County Member Withdrawal/Removal Cash Flow

County Members subject to the procedure of withdrawal and removal as indicated in 5.5 (a) and (b) prior to July 1, 2022 (or until such time that code language is modified) are subject to SEIL Region termination policies in which the region's cash flow amount shall be divided by the percentage of each county's population according to the Region's population indicated in the Annual Service and Budget Plan and shall be allocated to the counties' MHDS Administrative Fund.

Effective July 1, 2022 (or until such time that code language is modified) County Members subject to the procedure of withdrawal and removal as indicated in 5.5 (a) and (b) are subject to SEIL Region termination only at the beginning of a fiscal year. All cost associated with dispute resolution shall be the liability of the region. It is the intent of the SEIL Region to mediate conflict amicably to preserve the continuity of the region as a whole. Any and all funds are at the discretion of the SEIL Governing Board for approval as per the Department of Human Services Annual Service and Budget Plan. With this as factual basis, any county member(s) that become separated from the SEIL Region shall forfeit their state allocated per capita contribution to the region as was designated in the Annual Service and Budget Plan for the fiscal year. The same county member(s) will begin their membership with their subsequent identified region with their designated per capita contribution as per the identified regions Annual Service and Budget Plan. All per capita funds shall be remitted to their identified region's combined account/fiscal agent.

7.2 Process for Initial Funding to Begin Operations

Within 30 days of the Effective Date of this 28E, the Department of Human Services shall transfer the initial per capita contribution to the SEIL Region, with such funds to be collected and expended through the process described in Section 7.1.

7.3 Process for Annual Independent Audit

Accounts of the SEIL Region shall be audited annually by a certified public accountant certified in the state of Iowa, as selected by the Fiscal Agent. All annual SEIL Region audits shall be remitted to the Department of Human Services within the month in which the SEIL Governing Board takes action to receive and file the annual audit report.

SIGNATURE PAGE

IN WITNESS WHEREOF, DES MOINES COUNTY EXECUTES THIS 28E AGREEMENT, CREATING
SOUTHEAST IOWA LINK (SEIL) REGION

EFFECTIVE April 13, 2022:

BY: _____

Tom Broeker
Des Moines County Board of Supervisors, Governing Board Designate

ATTEST: Shelly Barber

(print name)
Henry County Auditor

ACKNOWLEDGMENT BY NOTARY

STATE OF IOWA)
)ss.
HENRY COUNTY)

On this 13th day of April, 2022, before me the undersigned, a Notary Public in and for said County and State, personally appeared Tom Broeker and Shelly Barber, to me personally known, who, being duly sworn, did say that they are the Representative of the Board of Supervisors and County Auditor of Henry County, Iowa respectively; that said instrument was signed on behalf of the said Des Moines County, Iowa, by authority of its Board of Supervisors and that said Tom Broeker and Shelly Barber as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.

Notary Public In and For Said County
And State of Iowa

SIGNATURE PAGE

IN WITNESS WHEREOF, JEFFERSON COUNTY EXECUTES THIS 28E AGREEMENT, CREATING
SOUTHEAST IOWA LINK (SEIL) REGION

EFFECTIVE April 13, 2022:

BY: _____

Dee Sandquist
Jefferson County Board of Supervisors, Governing Board Designate

ATTEST: _____ Shelly Barber

(print name)
Henry County Auditor

ACKNOWLEDGMENT BY NOTARY

STATE OF IOWA)
)ss.
HENRY COUNTY)

On this 13th day of April, 2022, before me the undersigned, a Notary Public in and for said County and State, personally appeared Dee Sandquist and Shelly Barber, to me personally known, who, being duly sworn, did say that they are the Representative of the Board of Supervisors and County Auditor of Henry County, Iowa respectively; that said instrument was signed on behalf of the said Jefferson County, Iowa, by authority of its Board of Supervisors and that said Dee Sandquist and Shelly Barber as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.

Notary Public In and For Said County
And State of Iowa

SIGNATURE PAGE

IN WITNESS WHEREOF, LEE COUNTY EXECUTES THIS 28E AGREEMENT, CREATING SOUTHEAST IOWA LINK (SEIL) REGION

EFFECTIVE April 13, 2022:

BY: _____

Rick Larkin

Lee County Board of Supervisors, Governing Board Designate

ATTEST: _____ Shelly Barber

(print name)

Henry County Auditor

ACKNOWLEDGMENT BY NOTARY

STATE OF IOWA)
)ss.
HENRY COUNTY)

On this 13th day of April, 2022, before me the undersigned, a Notary Public in and for said County and State, personally appeared Rick Larkin and Shelly Barber, to me personally known, who, being duly sworn, did say that they are the Representative of the Board of Supervisors and County Auditor of Henry County, Iowa respectively; that said instrument was signed on behalf of the said Lee County, Iowa, by authority of its Board of Supervisors and that said Rick Larkin and Shelly Barber as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.

Notary Public In and For Said County
And State of Iowa

SIGNATURE PAGE

IN WITNESS WHEREOF, VAN BUREN COUNTY EXECUTES THIS 28E AGREEMENT, CREATING
SOUTHEAST IOWA LINK (SEIL) REGION

EFFECTIVE April 13, 2022:

BY: _____

Mark Meek

Van Buren County Board of Supervisors, Governing Board Designate

ATTEST: _____ Shelly Barber

(print name)

Henry County Auditor

ACKNOWLEDGMENT BY NOTARY

STATE OF IOWA)

)ss.

HENRY COUNTY)

On this 13th day of April, 2022, before me the undersigned, a Notary Public in and for said County and State, personally appeared Mark Meek and Shelly Barber, to me personally known, who, being duly sworn, did say that they are the Representative of the Board of Supervisors and County Auditor of Henry County, Iowa respectively; that said instrument was signed on behalf of the said Van Buren County, Iowa, by authority of its Board of Supervisors and that said Mark Meek and Shelly Barber as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.

Notary Public In and For Said County
And State of Iowa

SIGNATURE PAGE

MEMORANDUM OF UNDERSTANDING
REGARDING REIMBURSEMENT FROM SOUTHEAST IOWA LINK (SEIL)
MENTAL HEALTH AND DISABILITY SERVICES REGION FOR
COUNTY EMPLOYEES/OCCUPANCY/EQUIPMENT

COME NOW the **DES MOINES** County Board of Supervisors (hereinafter “the County Board”) and the Governing Board of the SEIL Mental Health and Disability Services Region (hereinafter “the Governing Board”) indicate their mutual understanding of the following:

1. **DES MOINES** County is a member county and the County Board is a signatory to a 28E Agreement for SEIL Mental Health and Disability Services Region.
2. The purpose of this Memorandum of Understanding is to establish an entity to provide local access to mental health and disability services for children and adults and to engage in any other related activity in which an Iowa 28E organization may lawfully be engaged, all in compliance with Senate File 2315, Division IV, Section 32, as signed into law on May 25, 2012.
3. The 28E Agreement contemplates that the Region’s Chief Executive Officer, Executive Management Team / Coordinators of Disability Services (CDS), assistant support staff, and service staff will be made up of and will remain employees of the individual member counties.
4. In so doing, the 28E Agreement requires that there will be Memorandums of Understanding between the Governing Board and the individual county Boards of Supervisors that identify the individual employee, the position to be filled, and the portion of the employee’s wages (as established by the SEIL Governing Board) and employer county benefits that will be reimbursed to the county from regional funds.
5. In compliance with this provision of the 28E Agreement, Exhibit A is attached hereto, setting forth the individual **DES MOINES** County employees, the positions they fill for the region, and the portion of their wages and benefits that are to be reimbursed to **DES MOINES** County from regional funds.
6. In compliance with this provision of the 28E Agreement, Exhibit B is attached

**EXHIBIT A
DES MOINES COUNTY
EMPLOYEES**

RATIONALE:

The 28E, which created the Southeast Iowa Link MHDS Region has established its member counties, provides for expectations of member counties including responsibility for providing staff. The purpose of this policy is to provide direction on the reimbursement methodology to counties employing staff who work on behalf of the region.

POLICY:

The county employing staff who work on behalf of the region shall be known as the "Employer of Record". The Southeast Iowa Link MHDS Region will reimburse all payroll expenses to the employer of record.

PROCEDURE:

1. Employer of Record shall submit an itemized accounting to the Region on a quarterly basis for the following county cost of payroll expenses:
 - a. Wages
 - b. Insurance – which may include Health, Life, Dental, Vision, Disability and other policies in which the county contributes funds to the plan
 - c. FICA
 - d. IPERS
 - e. Workers Compensation
 - f. Retirement/Pension package
 - g. Any other benefits unique to the Employer of Record
2. In order for the Employer of Record to have adequate funds for current Employee(s) of Record payroll, the Region shall pay five months estimated payroll prior to June 30, 2022 as startup funds for use effective July 1, 2022.
3. An invoice/quarterly expenditure report from the county detailing actual payroll expenses should be received by the Region no later than the 15th of the month following each quarter (October, January, April, July) and will be processed for payment to the county the month following receipt of the invoice/quarterly expenditure report.
4. When a County not previously employing staff working on behalf of the Region becomes an Employer of Record or in the event of additional employees being added to the current Employer of Record county, the region shall pay five months estimated payroll expenses for the new employee prior to the hiring date of the new employee.
5. In the event the agreement with Employer of Record ends, the final reconciliation of payroll expenses will be adjusted. Any additional funds needed to pay out

EXHIBIT B DES MOINES OCCUPANCY AND EQUIPMENT

RATIONALE:

Beginning Fiscal Year 2023, county tax dollars are no longer funding the MHDS system in Iowa. Member counties provide office space for county employee staff (Identified in Exhibit A) working on behalf of the Southeast Iowa Link MHDS Region. Reimbursement for said occupancy and equipment can be paid from the region funds if requested by the member county.

POLICY:

- 1) The Southeast Iowa Link MHDS Region will pay for occupancy (rent, utilities, cleaning, and maintenance) according to a determined set amount per dedicated and usable square feet as established by the Region Governing Board.
- 2) The Southeast Iowa Link MHDS Region will pay for equipment according to a determined set amount or methodology per utilization of equipment. Examples include equipment maintenance fees, equipment accessory fees, service fees, postage rates, percentages of usage, federal mileage reimbursement rates, etc. as established by the Region Governing Board and identified specifically below.
- 3) The amount will be reviewed annually.

PROCEDURE:

- 1) The amount of office space utilized by staff working on behalf of the region will be submitted initially by the member county and thereafter when changes are made to square foot usage.
- 2) Office space will be assessed at \$10 per year per square feet for the fiscal year beginning July 1, 2022.
- 3) Payment will be made from the region to each member county providing office space no later than October 1 of each year for the current fiscal year.
- 4) Any disputes by the member county regarding space needs or utilization, including anticipated changes to square foot usage, shall be brought to the Region Governing Board as an agenda item at the region's public meeting.
- 5) Notification shall be given to the Region Governing Board at least six months prior to any anticipated changes affecting the work space of staff or region usage of space.
- 6) Occupancy and equipment must be adequate to meet staff needs and the Region reserves the right to pre-approve new office space locations/accommodations/equipment.

RESOLUTION #2022-025

A RESOLUTION OF THE BOARD OF SUPERVISORS OF DES MOINES COUNTY APPROVING SOUTHEAST IOWA LINK (SEIL) REGION 28E

WHEREAS, The Iowa Legislature has passed and the Iowa Governor has signed SF619 An Act relating to mental health and disability services, to administer and distribute state appropriations in connection with the mental health and disability services regional service fund; and

WHEREAS, Iowa Code 331 expresses the intent of the legislature that Mental Health and Disability Services shall be provided by counties operating together as Regions; and

WHEREAS, the Des Moines County Board of Supervisors has participated in the initial SEIL 28E Agreement as a member county; and

WHEREAS, the Des Moines County Board of Supervisors has been engaged in the development of the SEIL Region 28E amended documents; and

WHEREAS, the Counties of Des Moines, Henry, Jefferson, Keokuk, Lee, Louisa, Van Buren, and Washington have completed the 28E Agreement Amended document with unanimous approval and satisfaction from the SEIL Governing Board Directors,

BE IT RESOLVED that Des Moines County approves the SEIL Mental Health and Disability Services Region amended 28E.

BE IT FURTHER RESOLVED that Des Moines County hereby authorizes Tom Broeker, (Board of Supervisor/Governance Board designate) to authorize and sign the finalized Amended 28E Agreement on behalf of Des Moines County.

PASSED AND ADOPTED this ____ day of ____ 2022.

Chairperson Board of Supervisors

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Board of Supervisors of Des Moines County, Iowa, at a regular meeting held on ___/____/2022, by the following vote:

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

ATTEST:

Clerk to the Board

**DES MOINES COUNTY
BOARD OF SUPERVISORS
RESOLUTION #2022-026**

WHEREAS Section 354.8 of the Code of Iowa states that a governing body shall certify by resolution the approval of a subdivision plat, and,

WHEREAS the Final Plat for **TLBL Creekside Subdivision** has been reviewed for conformance to applicable County standards by the Des Moines County Auditor, Health Department, Secondary Roads Department, and Land Use Department and has been duly recommended by the aforementioned entities for approval,

NOW THEREFORE, BE IT RESOLVED: That the Board of Supervisors hereby approves the Final Plat of **TLBL Creekside Subdivision**, with the following conditions:

- A portion of Lot 1 is currently enrolled in the Conservation Reserve Program (CRP) through the USDA Farm Service Agency. If the ground in this area is disturbed prior to the expiration of the CRP easement, Des Moines County shall not be held responsible for any penalties associated with violating the CRP agreement.
- A permit for an Onsite Waste Water Treatment System shall be obtained from the Des Moines County Health Department prior to construction of a new residence, and a code compliant system shall be installed prior to its habitation.

Approved and adopted this 29th day of March, 2022.

DES MOINES COUNTY BOARD OF SUPERVISORS

Jim Cary, Chair

Shane McCampbell, Vice Chair

Tom Broeker, Member

ATTEST: _____

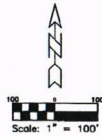
Terri Johnson, County Auditor

INDEX LEGEND

LOCATION: PART OF THE NORTHEAST 1/4 OF SECTION 24, T70N, R30W OF THE 5TH P.M., DES MOINES COUNTY, IOWA

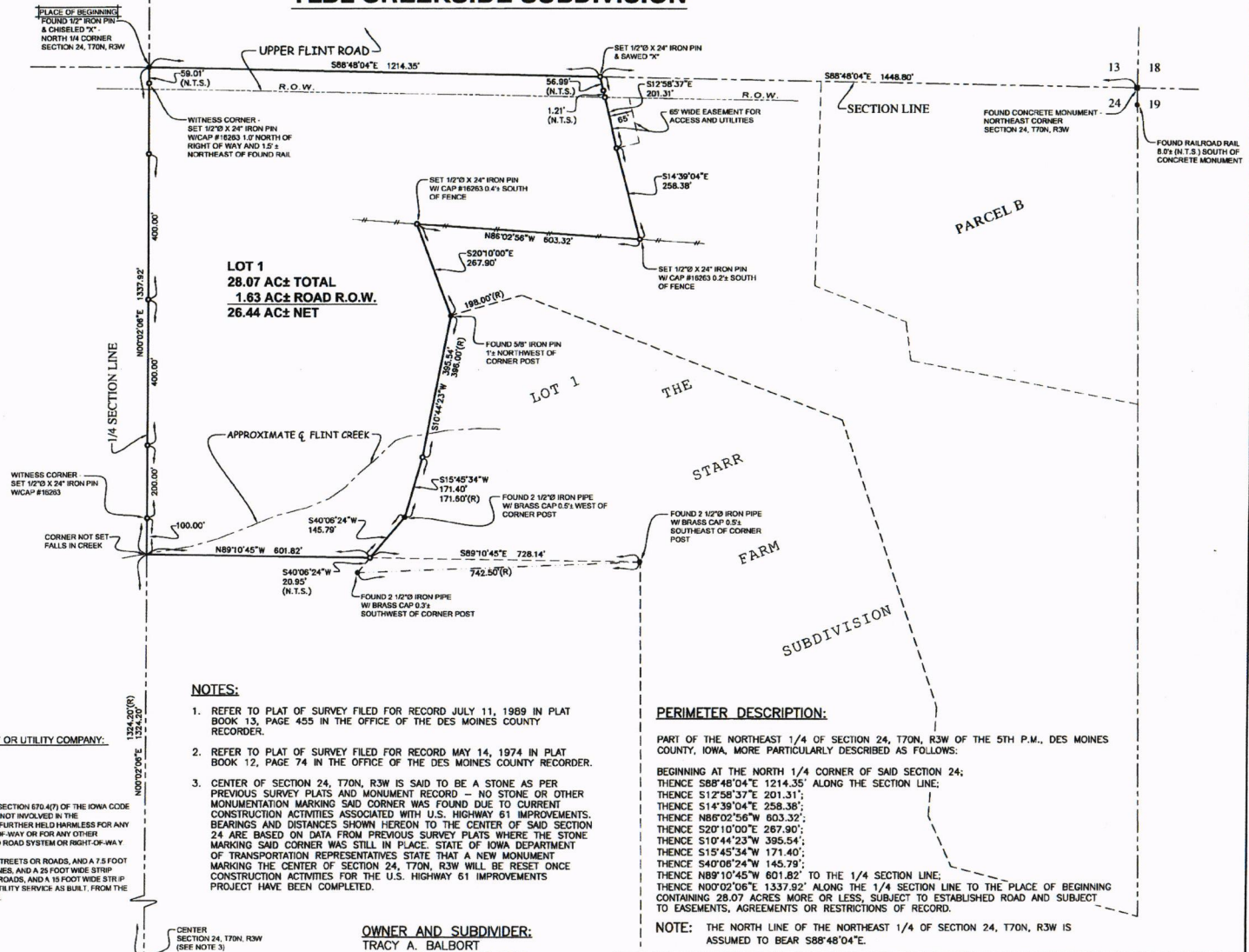
REQUESTOR: TRACY A. BALBORT
 PROPRIETOR: TRACY A. BALBORT
 SURVEYOR: JEFF A. MILLER
 SURVEYOR COMPANY: KLINGNER & ASSOCIATES, P.C.
 610 N. 4TH ST., SUITE 100
 BURLINGTON, IA 52601
 jam@klingner.com / (319)-752-3603

RETURN TO: JEFF A. MILLER AT ABOVE ADDRESS



o INDICATES 1/2" x 24" IRON PIN W/CAP #16263 SET (UNLESS OTHERWISE NOTED)
 (R) INDICATES RECORDED DISTANCE
 ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED

TLBL CREEKSIDE SUBDIVISION



LOT 1
 28.07 AC± TOTAL
 1.63 AC± ROAD R.O.W.
 26.44 AC± NET

NOTES:

- REFER TO PLAT OF SURVEY FILED FOR RECORD JULY 11, 1989 IN PLAT BOOK 13, PAGE 455 IN THE OFFICE OF THE DES MOINES COUNTY RECORDER.
- REFER TO PLAT OF SURVEY FILED FOR RECORD MAY 14, 1974 IN PLAT BOOK 12, PAGE 74 IN THE OFFICE OF THE DES MOINES COUNTY RECORDER.
- CENTER OF SECTION 24, T70N, R30W IS SAID TO BE A STONE AS PER PREVIOUS SURVEY PLATS AND MONUMENT RECORD - NO STONE OR OTHER MONUMENTATION MARKING SAID CORNER WAS FOUND DUE TO CURRENT CONSTRUCTION ACTIVITIES ASSOCIATED WITH U.S. HIGHWAY 61 IMPROVEMENTS. BEARINGS AND DISTANCES SHOWN HEREON TO THE CENTER OF SAID SECTION 24 ARE BASED ON DATA FROM PREVIOUS SURVEY PLATS WHERE THE STONE MARKING SAID CORNER WAS STILL IN PLACE. STATE OF IOWA DEPARTMENT OF TRANSPORTATION REPRESENTATIVES STATE THAT A NEW MONUMENT MARKING THE CENTER OF SECTION 24, T70N, R30W WILL BE RESET ONCE CONSTRUCTION ACTIVITIES FOR THE U.S. HIGHWAY 61 IMPROVEMENTS PROJECT HAVE BEEN COMPLETED.

PERIMETER DESCRIPTION:

PART OF THE NORTHEAST 1/4 OF SECTION 24, T70N, R30W OF THE 5TH P.M., DES MOINES COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 24;
 THENCE S88°48'04"E 1214.35' ALONG THE SECTION LINE;
 THENCE S12°58'37"E 201.31';
 THENCE S14°39'04"E 258.38';
 THENCE N85°02'56"W 603.32';
 THENCE S20°10'00"E 267.90';
 THENCE S10°44'23"W 395.54';
 THENCE S15°45'34"W 171.40';
 THENCE S40°06'24"W 145.79';
 THENCE N89°10'45"W TO THE 1/4 SECTION LINE;
 THENCE N00°02'06"E 1337.82' ALONG THE 1/4 SECTION LINE TO THE PLACE OF BEGINNING CONTAINING 28.07 ACRES MORE OR LESS, SUBJECT TO ESTABLISHED ROAD AND SUBJECT TO EASEMENTS, AGREEMENTS OR RESTRICTIONS OF RECORD.
 NOTE: THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 24, T70N, R30W IS ASSUMED TO BEAR S88°48'04"E.

OWNER AND SUBDIVIDER:
 TRACY A. BALBORT
 11265 UPPER FLINT ROAD
 BURLINGTON, IA 52601

NOTES REQUIRED BY DES MOINES COUNTY OR UTILITY COMPANY:

- MINIMUM BUILDING SETBACK FOR ANY STRUCTURE:
 FRONT YARD = 30'
 SIDE YARD = 10'
- ROAD WAIVER
 IN ADDITION TO THE CLAIMS EXEMPTED PURSUANT TO SECTION 670.4(7) OF THE IOWA CODE DEALING WITH PUBLIC ROADS, DES MOINES COUNTY IS NOT INVOLVED IN THE MAINTENANCE OF THIS PRIVATE RIGHT-OF-WAY AND IS FURTHER HELD HARMLESS FOR ANY COSTS IN MAINTAINING SAID ROAD SYSTEM OR RIGHT-OF-WAY OR FOR ANY OTHER DAMAGES SUSTAINED PERTAINING TO THE USE OF SAID ROAD SYSTEM OR RIGHT-OF-WAY
- UTILITY EASEMENTS SHALL CONSIST OF ALL PLATTED STREETS OR ROADS, AND A 7.5 FOOT WIDE STRIP ALONG EACH SIDE OF ALL INTERIOR LOT LINES, AND A 25 FOOT WIDE STRIP ALONG AND ADJACENT TO ALL PLATTED STREETS AND ROADS, AND A 15 FOOT WIDE STRIP OF LAND ON ALL LOTS, 7.5 FOOT EITHER SIDE OF THE UTILITY SERVICE AS BUILT, FROM THE POINT OF ORIGIN TO THE POINT OF SERVICE ENTRANCE.

<p>1. I HEREBY CERTIFY THAT THE LAND SHOWN ON THIS PLAT WAS MEASURED AND THE PLAT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT THE LINE OF THE PLAT IS CORRECT.</p> <p><i>Jeff A. Miller</i></p> <p>JEFF A. MILLER SURVEYOR 16263</p>	<p>BOOK: 388 PAGE: 8 NO.</p> <p>KLINGNER & ASSOCIATES, P.C. ENGINEERS & ARCHITECTS - SURVEYORS Burlington, Iowa 610 N. 4th Street, Suite 100 Burlington, Iowa 52601 Phone: (319) 752-3603 Fax: (319) 752-3604 www.klingner.com</p>	<p>REVISIONS:</p> <p>BY: JMM DATE: 03/03/22</p> <p>4342-2</p> <p>21-2174</p> <p>1 OF 1</p>
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**DES MOINES COUNTY
BOARD OF SUPERVISORS
RESOLUTION #2022-027**

WHEREAS Section 354.8 of the Code of Iowa states that a governing body shall certify by resolution the approval of a subdivision plat, and,

WHEREAS the Final Plat for **First Addition to Wunderlich Subdivision** has been reviewed for conformance to applicable County standards by the Des Moines County Auditor, Health Department, Secondary Roads Department, and Land Use Department and has been duly recommended by the aforementioned entities for approval,

NOW THEREFORE, BE IT RESOLVED: That the Board of Supervisors hereby approves the Final Plat of **First Addition to Wunderlich Subdivision**, with the following conditions:

- For Lot 6, a permit for an Onsite Waste Water Treatment System shall be obtained from the Des Moines County Health Department prior to construction of a new residence or other building requiring sewer service, and a code compliant system shall be installed prior to its habitation.
- A permit shall be submitted to and approved by the Two Rivers Levee and Drainage District prior to the construction of any new buildings or additions to an existing building.

Approved and adopted this 29th day of March, 2022.

DES MOINES COUNTY BOARD OF SUPERVISORS

Jim Cary, Chair

Shane McCampbell, Vice Chair

Tom Broeker, Member

ATTEST: _____

Terri Johnson, County Auditor

INDEX LEGEND	
LOCATION:	PART OF THE SE 1/4 SE 1/4 OF SECTION 16, T70N, R22W AND PART OF GOVERNMENT LOT 1 IN THE FRACTIONAL NE 1/4 NE 1/4 OF SECTION 21, T70N, R22W, ALL IN DES MOINES COUNTY, IOWA - FIRST ADDITION TO WUNDERLICH SUBDIVISION
REQUESTOR:	RON WUNDERLICH
PROPRIETOR:	WUNDERLICH INC.
SURVEYOR:	ADAM J. GERDES
SURVEYOR COMPANY:	KLINGNER & ASSOCIATES, P.C. 610 N. 4TH ST., SUITE 100 BURLINGTON, IA 52601 ag@klngner.com / (319) 752-3803
RETURN TO:	ADAM J. GERDES AT ABOVE ADDRESS

FIRST ADDITION TO WUNDERLICH SUBDIVISION

NOTE:

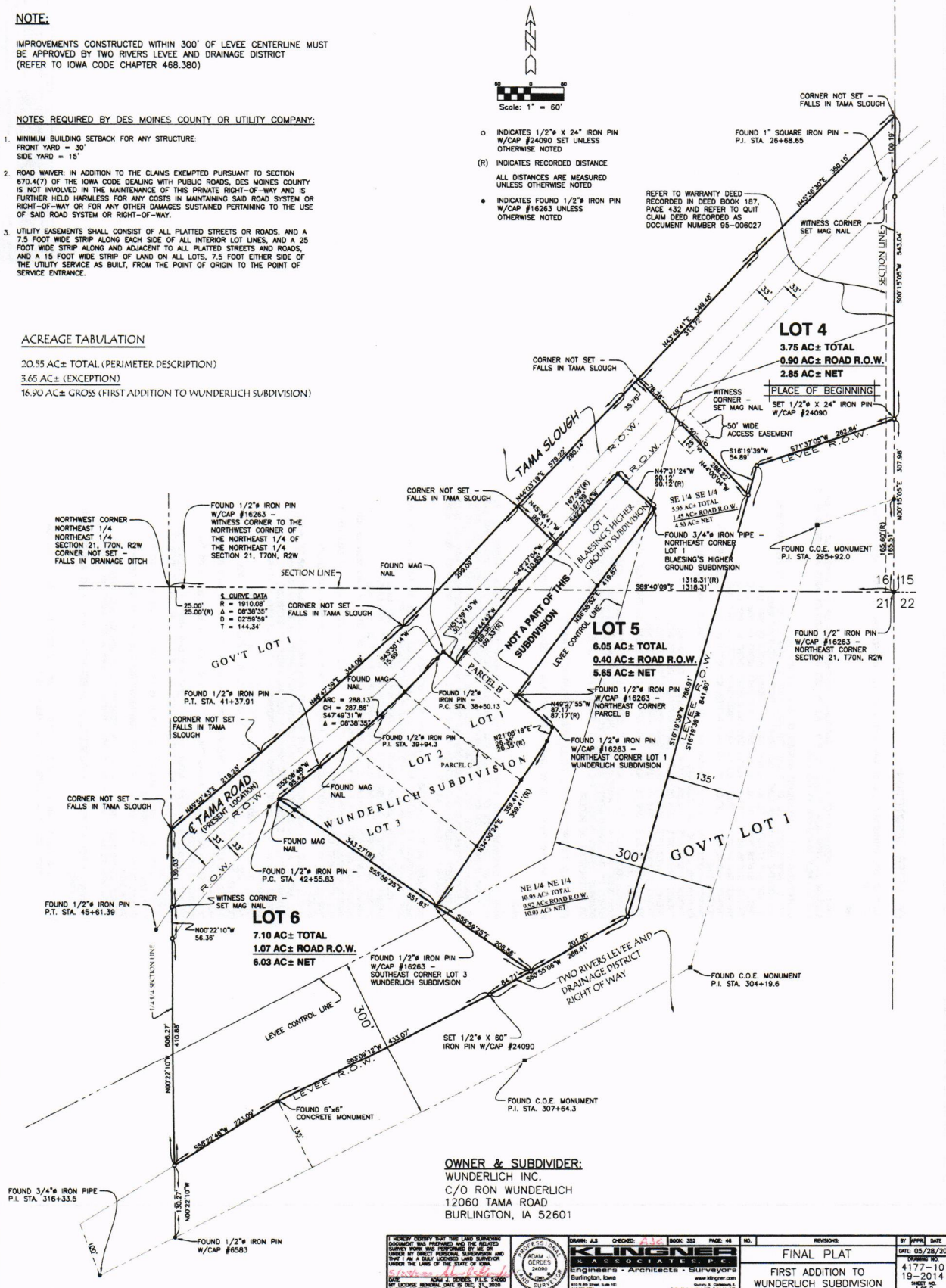
IMPROVEMENTS CONSTRUCTED WITHIN 300' OF LEVEE CENTERLINE MUST BE APPROVED BY TWO RIVERS LEVEE AND DRAINAGE DISTRICT (REFER TO IOWA CODE CHAPTER 468.380)

NOTES REQUIRED BY DES MOINES COUNTY OR UTILITY COMPANY:

- MINIMUM BUILDING SETBACK FOR ANY STRUCTURE:
FRONT YARD = 30'
SIDE YARD = 15'
- ROAD WAIVER: IN ADDITION TO THE CLAIMS EXEMPTED PURSUANT TO SECTION 670.4(7) OF THE IOWA CODE DEALING WITH PUBLIC ROADS, DES MOINES COUNTY IS NOT INVOLVED IN THE MAINTENANCE OF THIS PRIVATE RIGHT-OF-WAY AND IS FURTHER HELD HARMLESS FOR ANY COSTS IN MAINTAINING SAID ROAD SYSTEM OR RIGHT-OF-WAY OR FOR ANY OTHER DAMAGES SUSTAINED PERTAINING TO THE USE OF SAID ROAD SYSTEM OR RIGHT-OF-WAY.
- UTILITY EASEMENTS SHALL CONSIST OF ALL PLATTED STREETS OR ROADS, AND A 7.5 FOOT WIDE STRIP ALONG EACH SIDE OF ALL INTERIOR LOT LINES, AND A 25 FOOT WIDE STRIP ALONG AND ADJACENT TO ALL PLATTED STREETS AND ROADS, AND A 15 FOOT WIDE STRIP OF LAND ON ALL LOTS, 7.5 FOOT EITHER SIDE OF THE UTILITY SERVICE AS BUILT, FROM THE POINT OF ORIGIN TO THE POINT OF SERVICE ENTRANCE.

ACREAGE TABULATION

- 20.55 AC± TOTAL (PERIMETER DESCRIPTION)
- 3.65 AC± (EXCEPTION)
- 16.90 AC± GROSS (FIRST ADDITION TO WUNDERLICH SUBDIVISION)



<p>OWNER & SUBDIVIDER: WUNDERLICH INC. C/O RON WUNDERLICH 12060 TAMA ROAD BURLINGTON, IA 52601</p>		<p>DATE: 05/28/20 4:17-10 19-2014 SHEET NO. 1 OF 2</p>
<p>FINAL PLAT FIRST ADDITION TO WUNDERLICH SUBDIVISION</p>		<p>DATE: 05/28/20 4:17-10 19-2014 SHEET NO. 1 OF 2</p>

FILED

MAR 25 2022

March 22.2022

Des Moines Co.
Supervisors.
513 N. Main ste.2
Burlington Iowa

DES MOINES CO AUDITOR
BURLINGTON, IOWA

52601

From ; David D Nuebel
11884 Irish Ridge Rd.
Burlington Iowa

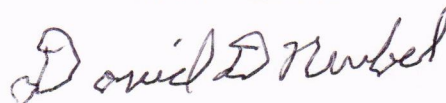
52601

I. David Nuebel having served on the Zoning Board of Adjustment for a number of years,
at this time i offer my resignation effective March 15th. 2022.

It is noted that I have been rewarded with becoming acquainted with some very nice people and for that I am Gratefull.

Again I thank you for the opertunity to serve.

Dave Nuebel



**DES MOINES COUNTY
BOARD OF SUPERVISORS
RESOLUTION #2022-028**

WHEREAS The Des Moines County Board of Supervisors approves appointments to the Des Moines County Zoning Board of Adjustment and,

WHEREAS Board of Adjustment member Dave Nuebel has submitted a letter of resignation, and,

WHEREAS Sherry Zeller has expressed interest in serving on the Board of Adjustment for the remainder of his term,

NOW THEREFORE, BE IT RESOLVED: That the Board of Supervisors hereby accepts the resignation of Dave Nuebel from the Des Moines County Zoning Board of Adjustment, and

FURTHER, BE IT RESOLVED: That the Board of Supervisors hereby appoints Sherry Zeller, 138 O'Connell Beach Road, to serve the remaining term of Dave Nuebel (through November 2024) on the Des Moines County Zoning Board of Adjustment.

Approved and adopted this 29th day of March, 2022.

DES MOINES COUNTY BOARD OF SUPERVISORS

Jim Cary, Chair

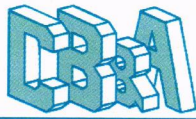
Shane McCampbell, Vice Chair

Tom L. Broeker, Member

ATTEST: _____

Terri Johnson, County Auditor

Accounts Payable Claims



March 8, 2022

Brian Carter, P.E.
Des Moines County Engineer
13522 Washington Road
West Burlington, IA 52655-8660

**RE: PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES
DES MOINES COUNTY BRIDGE H-14 / FHWA 023600**

Dear Brian:

You have requested that Calhoun-Burns and Associates, Inc. provide this proposal for professional engineering services to design a replacement structure for your bridge number H-14 located on Highway X99 in Section 14 of Huron Township.

At this early stage, it appears that either a pretensioned prestressed concrete beam bridge or continuous concrete slab bridge will be the appropriate replacement structure. Therefore, some initial work must be performed to identify the actual scope of work and bridge type, size, and location. When the preliminary work and agency submittals are completed, we can then finalize the design fees based on the actual engineering work needed to perform the final design.

Enclosed are two copies of the Standard Iowa DOT Secondary Road Consulting Engineering Contract filled out as described above. Please review the proposal and, if it is acceptable, insert the date on page one and enter the County signatures in the spaces provided, then return one copy to me.

Calhoun-Burns and Associates is prepared to proceed with the engineering work on this project upon receipt of your notice to proceed. We appreciate the opportunity to provide this proposal to you for this important project on your secondary road system. We will do another good job for you and Des Moines County.

Respectfully Submitted,

Michael A. Vander Wert, P.E.
President

CONSULTING ENGINEERING CONTRACT

COUNTY DES MOINES
COUNTY BRIDGE NO. H-14
FHWA NO. 023600
PROJECT NO. _____

I. GENERAL

This CONTRACT made and entered into this _____ day of _____, 2022, by and between the Board of Supervisors of DES MOINES County, Iowa, Party of the First Part, hereinafter referred to as the "COUNTY" and Calhoun-Burns and Associates, Inc., West Des Moines, Iowa, doing business as a corporation incorporated under the laws of Iowa, Party of the Second Part, hereinafter referred to as the "CONSULTING ENGINEER". A member of the firm is a licensed professional engineer in Iowa, with registration in a field appropriate to the work involved in this CONTRACT.

II. SCOPE OF SERVICES

THE COUNTY PROPOSES TO IMPROVE A BRIDGE LOCATED ON HIGHWAY X99 NEAR THE EAST QUARTER CORNER OF SECTION 14, T-72N, R-02W OVER HAWKEYE CREEK;

AND THE COUNTY desires to employ the CONSULTING ENGINEER in connection with the engineering work to be performed in accomplishing the objectives of the Farm to Market Road Laws (Current Code of Iowa) and other applicable laws and regulations of the State of Iowa and the United States, consisting of 0.1± miles of roadway and ONE major structure as follows:

PRELIMINARY BRIDGE DESIGN/DETAILING/DRAFTING, INCLUDING HYDRAULIC DESIGN, STRUCTURE TYPE/SIZE/LOCATION, NORMAL IOWA DEPARTMENT OF TRANSPORTATION, CORPUS OF ENGINEERS PERMIT SUBMITTALS AND OTHERS AS REQUIRED, FINAL BRIDGE DESIGN/DETAILING/DRAFTING, AND GENERAL SERVICES DURING CONSTRUCTION.

The authority of the COUNTY to enter into the CONTRACT is found in Chapter 310, current Code of Iowa.

III. TIME OF BEGINNING AND COMPLETION OF THE WORK

- A. If no specific time period is indicated, CONSULTING ENGINEER shall complete its services within a reasonable period of time. Upon execution of this CONTRACT, the CONSULTING ENGINEER and the COUNTY may establish a schedule of work completion. Failure of the CONSULTING ENGINEER to maintain progress in accordance with this schedule may be cause for termination of the CONTRACT.
- B. If, through no fault of CONSULTING ENGINEER, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTING ENGINEER'S services are impaired, or CONSULTING ENGINEER'S services are delayed or suspended, then the time for completion of CONSULTING ENGINEER'S services and the rates and amounts of CONSULTING ENGINEER'S compensation shall be adjusted equitably.
- C. If COUNTY authorized changes in the scope, extent, or character of the Project, then the time for completion of CONSULTING ENGINEER'S services and the rates and amounts of CONSULTING ENGINEER'S compensation shall be adjusted equitably.

D. COUNTY shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the CONSULTING ENGINEER'S performance of its services.

IV. NUMBER OF COPIES

The CONSULTING ENGINEER shall furnish to the COUNTY:

- 1 electronic copy in PDF format of preliminary plan drawings.
- 0 electronic copy in PDF format of shop drawings for steel structures.
- 0 electronic copy in PDF format of road plans for reconnaissance and field exam.
- 0 electronic copy in PDF format of drainage plats.
- 0 electronic copy in PDF format of capacity analyses computations.
- 0 electronic copy in PDF format of road plans and cross sections after field exam corrections for soils recommendations.
- 1 electronic copy in PDF format of check plan drawings.

V. FEES

A. SURVEYS

NOT A PART OF THIS CONTRACT. TO BE PROVIDED BY THE COUNTY. IF REQUESTED WILL REQUIRE SUPPLEMENTAL AUTHORIZATION.

B. ROAD PLANS

PRELIMINARY DESIGN:	LUMP SUM =	\$	800.00
PRELIMINARY DETAILING:	LUMP SUM =	\$	800.00
PRELIMINARY DRAFTING:	LUMP SUM =	\$	900.00
FINAL DESIGN, DETAILING, AND DRAFTING:	TO BE NEGOTIATED UPON DECISION BY COUNTY TO PROCEED.		

C. BRIDGE PLANS

PRELIMINARY DESIGN:	LUMP SUM =	\$	5,400.00
PRELIMINARY DETAILING:	LUMP SUM =	\$	4,200.00
PRELIMINARY DRAFTING:	LUMP SUM =	\$	4,900.00
SUBMITTALS, ADMINISTRATION COORDINATION, MEETINGS, ETC:	AT HOURLY RATES NOT TO EXCEED \$ 2,000.00		
FINAL DESIGN, DETAILING, AND DRAFTING:	TO BE NEGOTIATED UPON DECISION BY COUNTY TO PROCEED.		
SHOP DRAWINGS, WAVE EQUATION, CONSULTATION DURING CONSTRUCTION, ETC.:	TO BE NEGOTIATED UPON DECISION BY COUNTY TO PROCEED.		

D. CULTURAL, HISTORICAL, ARCHAEOLOGICAL INVESTIGATIONS

NOT A PART OF THIS CONTRACT. TO BE PROVIDED BY THE COUNTY. IF REQUESTED WILL REQUIRE SUPPLEMENTAL AUTHORIZATION.

E. WETLANDS, ENDANGERED SPECIES INVESTIGATIONS – EOR IOWA, LLC

CONFIRMATION OF NATIONWIDE PERMIT:	LUMP SUM =	\$	200.00
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IF WETLAND DELINEATION OR ADDITIONAL ASSESSMENTS ARE REQUESTED BY USACOE, PRIOR AUTHORIZATION FROM THE COUNTY ENGINEER WILL BE REQUIRED.

F. LEAD/ASBESTOS TESTING – IOWA ENVIRONMENTAL SERVICES

LEAD/ASBESTOS FIELD SAMPLING
AND LABORATORY TESTING:

AT ACTUAL COST
(ESTIMATED AT ABOUT \$800.00)

G. RIGHT-OF-WAY AND UTILITY COORDINATION

NOT A PART OF THIS CONTRACT. TO BE PROVIDED BY THE COUNTY. IF REQUESTED WILL REQUIRE SUPPLEMENTAL AUTHORIZATION.

H. SUBSURFACE INVESTIGATIONS – ALLENDER BUTZKE ENGINEERING, INC.

TO BE NEGOTIATED UPON DECISION BY COUNTY TO PROCEED. AT ACTUAL COST CHARGED BY A GEOTECHNICAL CONSULTANT WORKING AS A SUBCONSULTANT TO THE CONSULTING ENGINEER AND ARRANGED FOR BY THE CONSULTING ENGINEER.

I. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) COORDINATION

NOT A PART OF THIS CONTRACT. TO BE PROVIDED BY THE COUNTY.

VI. PAYMENTS

Payments shall be made to the CONSULTING ENGINEER as follows:

- A. The CONSULTING ENGINEER may submit monthly statements with proof to the COUNTY for services rendered on the CONTRACT to date. Upon acceptance by the COUNTY, payment will be made promptly. Final payment will be made upon acceptance of the completed plans.
- B. If after the Effective Date of the CONTRACT any governmental entity takes a legislative action that imposes taxes, fees, or charges on CONSULTING ENGINEER'S services or compensation under this CONTRACT, then the CONSULTING ENGINEER shall invoice such new taxes, fees, or charges as a Reimbursable Expense. COUNTY shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which CONSULTING ENGINEER is entitled under the terms of this CONTRACT.

VII. MISCELLANEOUS PROVISIONS

A. OWNERSHIP OF ENGINEERING DOCUMENTS

- (1) All survey notes, sketches, tracings, plans, specifications, reports on special studies and other data prepared under this CONTRACT shall be delivered to the COUNTY upon request.
- (2) Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- (3) All work furnished by the CONSULTING ENGINEER, including data on electronic media, pursuant to this CONTRACT, are instruments of its Services toward the said Project. They are not intended or represented to be suitable for reuse by the COUNTY or others on extensions of the said Project or any other project. Any such reuse without written verification and adaptation by the CONSULTING ENGINEER for specific purposes intended will be at the user's sole risk and without liability or legal exposure to the CONSULTING

ENGINEER. Any such verification and adaptation shall entitle the CONSULTING ENGINEER to further compensation at hourly billing rates plus expenses or a lump sum to be agreed upon at that time.

B. CHANGES OF WORK

If the CONSULTING ENGINEER is of the opinion that any work it has been directed to perform is beyond the scope of this CONTRACT and constitutes extra work, it shall promptly notify the COUNTY in writing of that fact. In the event the COUNTY determines that such work does constitute extra work, it shall provide extra compensation to the CONSULTING ENGINEER upon a basis of hourly billing rates, plus actual expenses or a negotiated lump sum. No claims for extra work can be made by the CONSULTING ENGINEER without receiving written agreement from the COUNTY in advance. Major changes in the scope of the anticipated work shall require negotiation of a supplemental CONTRACT.

C. DELAYS

The CONSULTING ENGINEER will notify the COUNTY of any unusual delay including the reasons therefore, to its normal progress in the preparation of plans, either actual or prospective, and request an appropriate extension of time. Action by the COUNTY on such requests may be subject to approval by the Iowa Department of Transportation and/or the Federal Highway Administration.

D. TERMINATION

If the COUNTY should desire to suspend or terminate the service to be rendered by the CONSULTING ENGINEER under this CONTRACT, such suspension or termination may be effected by the COUNTY giving the CONSULTING ENGINEER written notice 30 days in advance. Payment is to be made by the COUNTY for the CONSULTING ENGINEER'S services, based on hourly billing rates, plus actual expenses.

E. ARBITRATION

Any dispute between the COUNTY and the CONSULTING ENGINEER, not otherwise resolved by the parties pursuant to the provisions of this CONTRACT, including the documents incorporated herein by reference, shall be settled by filing a proper action in the proper District Court of the State of Iowa, and subsequent arbitration as provided in Current Code of Iowa. This section is the only section of this CONTRACT relating to "arbitration" and Article 1109.12 of the Current "Standard Specifications, etc.", is deleted from, and is not a part of this CONTRACT.

F. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The CONSULTING ENGINEER shall indemnify and save harmless the COUNTY, the Iowa Department of Transportation, State of Iowa, and the Federal Government from all claims and liability due to negligence of members, agents or employees of only the CONSULTING ENGINEER.

G. GENERAL COMPLIANCE WITH LAWS

The CONSULTING ENGINEER shall comply with Federal, State and local laws and ordinances applicable to the work.

H. SUBLETTING, ASSIGNMENT OR TRANSFER

Subletting, assignment or transfer of all or part of the interest of the CONSULTING ENGINEER is prohibited unless written consent is obtained from the COUNTY.

I. DESIGN CRITERIA

Design criteria shall be the applicable Farm to Market Design Guides and the AASHTO Design Guides for Local Roads and Streets and shall also conform to local requirements if within an incorporated area.

J. FORBIDDING USE OF OUTSIDE AGENTS

The CONSULTING ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTING ENGINEER, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTING ENGINEER, any fee, commissions, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this warranty, the COUNTY shall have the right to annul this CONTRACT without liability, or, in its discretion to deduct from the CONTRACT price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

K. EMPLOYMENT OF COUNTY WORKERS

The CONSULTING ENGINEER shall not engage, on a full or part-time basis during the period of the CONTRACT, any professional or technical personnel who are or have been at any time during the period of the CONTRACT in the employ of the COUNTY, except fully retired employees, without the written consent of the COUNTY.

L. ENGINEER'S CERTIFICATION OF PLANS

The CONSULTING ENGINEER shall place a licensed engineer's certification and seal on the title sheet of the completed plans, all in conformity with Chapter 542B, Code of Iowa.

M. COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this CONTRACT, the CONSULTING ENGINEER, for itself, its assignees and successors in interest (herein referred to as the "Consultant"), agrees as follows:

(1) Compliance with Regulations

The Consultant will comply with the regulations of the U.S. Department of Transportation relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereafter referred to as the "regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

(2) Nondiscrimination

The Consultant, with regard to the work performed by it will not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurement of materials and lease of equipment. The Consultant will not participate, either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix A-11 of the Regulations.

(3) Solicitations for subcontractors, Including Procurement of Materials and Equipment

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontract or supplier shall be notified by the Consultant of the Consultant's obligations under this subcontract and the regulations relative to nondiscrimination on the grounds of race, color or national origin.

(4) Information and Reports

The Consultant will provide all information and reports required by the regulations, orders and instruction issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COUNTY, the Iowa Department of Transportation or the Federal Highway Administration, to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the COUNTY, the Iowa Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain information.

(5) Sanctions for Noncompliance

In the event of the Consultant's noncompliance with the nondiscrimination provisions of this CONTRACT, the COUNTY shall impose such CONTRACT sanctions as it, the Iowa Department of Transportation, or the Federal Highway Administration, may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the Consultant under the CONTRACT until the Consultant complies, and/or
- (b) Cancellation, termination or suspension of the CONTRACT, in whole or in part.

(6) Incorporation of Provisions

The Consultant will include the provisions of Paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, orders or instruction issued pursuant thereof.

The Consultant will take such action with respect to any subcontractor procurement as the COUNTY, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the Consultant may request the COUNTY and State to enter into such litigation to protect their interests and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

N. ACCESS TO RECORDS

The CONSULTING ENGINEER and its subconsultants are to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the CONTRACT period and for three years from the date of final payment under the CONTRACT, for inspection by the State, Federal Highway Administration, or any authorized representatives of the Federal Government and copies thereof shall be furnished if required.

O. THIRD PARTIES

Nothing expressed or referred to in this CONTRACT is intended or shall be construed to give any person, other than the parties hereto, any legal or equitable right, remedy or claim under this CONTRACT, it being the intention that this CONTRACT is for the sole and exclusive benefit of the parties hereto, and for the benefit of no other persons, corporations or other entities.

P. ATTORNEY

The COUNTY shall provide the services of a competent attorney, at no cost to the CONSULTING ENGINEER, who shall be experienced in legal matters pertaining to the type of work required by this project. The CONSULTING ENGINEER shall cooperate and assist said attorney during the course of his/her duties as attorney for the COUNTY.

The CONSULTING ENGINEER acknowledges that it is fully acquainted with the concept of the project as presently developed by the COUNTY, and that it is the intention of this CONTRACT with the CONSULTING ENGINEER to do work necessary to bring the plans on this project to the letting stage. Engineering decisions on this project are the responsibility of the CONSULTING ENGINEER, who will be required to furnish, to the COUNTY, factual data supporting decisions.

This CONTRACT expresses the entire CONTRACT between the parties and no representations, promises or warranties have been made by either of the parties that are not fully expressed herein. This CONTRACT may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

**CONSULTING ENGINEER
CALHOUN-BURNS AND ASSOCIATES, INC.**

APPROVED FOR THE COUNTY

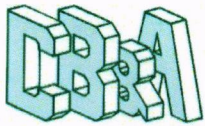


MICHAEL A. VANDER WERT, P.E.
PRESIDENT

BOARD OF SUPERVISORS – CHAIR

ATTESTED BY:

BRIAN J. CARTER, P.E.
DES MOINES COUNTY ENGINEER



CALHOUN-BURNS AND ASSOCIATES, INC.

BRIDGES ♦ STRUCTURES ♦ TRANSPORTATION

HOURLY BILLING RATES (EFFECTIVE JULY, 2021)

PRINCIPAL OF FIRM IV	\$ 220.00 / HOUR
PRINCIPAL OF FIRM III	\$ 212.00 / HOUR
PRINCIPAL OF FIRM II	\$ 203.00 / HOUR
PRINCIPAL OF FIRM I	\$ 194.00 / HOUR
SENIOR PROJECT MANAGER IV	\$ 179.00 / HOUR
SENIOR PROJECT MANAGER III	\$ 174.00 / HOUR
SENIOR PROJECT MANAGER II	\$ 171.00 / HOUR
SENIOR PROJECT MANAGER I	\$ 166.00 / HOUR
PROJECT MANAGER IV	\$ 168.00 / HOUR
PROJECT MANAGER III	\$ 164.00 / HOUR
PROJECT MANAGER II	\$ 160.00 / HOUR
PROJECT MANAGER I	\$ 155.00 / HOUR
SENIOR PROJECT ENGINEER IV	\$ 154.00 / HOUR
SENIOR PROJECT ENGINEER III	\$ 146.00 / HOUR
SENIOR PROJECT ENGINEER II	\$ 136.00 / HOUR
SENIOR PROJECT ENGINEER I	\$ 127.00 / HOUR
PROJECT ENGINEER IV	\$ 142.00 / HOUR
PROJECT ENGINEER III	\$ 132.00 / HOUR
PROJECT ENGINEER II	\$ 122.00 / HOUR
PROJECT ENGINEER I	\$ 111.00 / HOUR
SENIOR DESIGN ENGINEER IV	\$ 125.00 / HOUR
SENIOR DESIGN ENGINEER III	\$ 115.00 / HOUR
SENIOR DESIGN ENGINEER II	\$ 108.00 / HOUR
SENIOR DESIGN ENGINEER I	\$ 98.00 / HOUR
DESIGN ENGINEER IV	\$ 119.00 / HOUR
DESIGN ENGINEER III	\$ 112.00 / HOUR
DESIGN ENGINEER II	\$ 106.00 / HOUR
DESIGN ENGINEER I	\$ 100.00 / HOUR
ENGINEER INTERN	\$ 84.00 / HOUR
SENIOR TECHNICIAN IV	\$ 128.00 / HOUR
SENIOR TECHNICIAN III	\$ 123.00 / HOUR
SENIOR TECHNICIAN II	\$ 118.00 / HOUR
SENIOR TECHNICIAN I	\$ 112.00 / HOUR
TECHNICIAN IV	\$ 113.00 / HOUR
TECHNICIAN III	\$ 109.00 / HOUR
TECHNICIAN II	\$ 105.00 / HOUR
TECHNICIAN I	\$ 101.00 / HOUR
OFFICE MANAGER	\$ 107.00 / HOUR
ADMINISTRATIVE ASSISTANT IV	\$ 97.00 / HOUR
ADMINISTRATIVE ASSISTANT III	\$ 93.00 / HOUR
ADMINISTRATIVE ASSISTANT II	\$ 89.00 / HOUR
ADMINISTRATIVE ASSISTANT I	\$ 84.00 / HOUR
MILEAGE:	CURRENT IRS STANDARD RATE
EXPENSES:	ACTUAL COST

**HOURLY RATES SHALL BE ADJUSTED ANNUALLY IN ACCORDANCE WITH
CONSULTING ENGINEERS' NORMAL BUSINESS PRACTICE.**



15

Years of Service

We hereby express our sincere appreciation to

Natalie Steffener

for dedicated service to
Des Moines County government.

ISAC President

ISAC Executive Director

NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Lorraine Strickland Employee #: _____
Title: Certified Nurse Aide Department: Local Health

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 _____
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 _____
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 Demotion
 Anniversary Reduction
 Promotion Suspension
 Probationary Other, Explain

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

Authorized by: Christa Poggemiller Department: Local Health Date: 3/21/2022
Authorized by: _____ Department: Local Health Date: _____

Pay Period Ending: _____ Payroll Date: _____

NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: April Krogmeier Employee #: _____
 Title: Mental Health Advocate Department: Community Services

STATUS CHANGES

TERMINATION

- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Resignation | <input type="checkbox"/> Unsatisfactory Probation |
| <input type="checkbox"/> Discharge | <input type="checkbox"/> Death |
| <input type="checkbox"/> Retirement | <input type="checkbox"/> Other, Explain _____ |

TRANSFER

- | | |
|------------------------------------|--------------------------------------|
| <input type="checkbox"/> Permanent | <input type="checkbox"/> Voluntary |
| <input type="checkbox"/> Temporary | <input type="checkbox"/> Involuntary |

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

Last Day Worked _____
 Add Vacation Days _____ to _____
 Add Sick Days _____ to _____
 Add Other Days _____ to _____
 Last Day Paid _____
 Unpaid Days 3/19/22 to 3/30/22

8 days unpaid time off

LAY OFF

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

- | | |
|---|--------------------------------------|
| <input checked="" type="checkbox"/> Maternity | <input type="checkbox"/> Educational |
| <input type="checkbox"/> Medical | <input type="checkbox"/> Military |
| <input type="checkbox"/> Other, Explain _____ | |

SALARY ADJUSTMENT

- | | |
|---------------------------------------|---|
| <input type="checkbox"/> New Hire | <input type="checkbox"/> Demotion |
| <input type="checkbox"/> Anniversary | <input type="checkbox"/> Reduction |
| <input type="checkbox"/> Promotion | <input type="checkbox"/> Suspension |
| <input type="checkbox"/> Probationary | <input type="checkbox"/> Other, Explain _____ |

55.67 unpaid hours

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: Jan Hynishman Department: Community Services Date: 3-23-22
 Authorized by: _____ Department: _____ Date: _____

Pay Period Ending: _____ Payroll Date: _____

March 22nd, 2022

The Des Moines County Board of Supervisors met in regular session at the Courthouse in Burlington at 9:00 AM on Tuesday, March 22nd, 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: Payroll Deputy Sara Doty reported she is busy. County Attorney Lisa Schaefer stated her office continues to stay 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 68. Maintenance Director Rodney Bliesener reported his department is busy. County Assessor Matt Warner reported his office is finishing up the 2022 property values. Notices will be sent out with any change of property values next week. The homeowner has the month of April to appeal the value. Assistant Land Use Administrator Jarred Lassiter stated his office continues to stay busy. Conservation Director Chris Lee reports Starr's Cave bridge is closed. There is a nesting owl that is being disturbed by visitors. Burn season is beginning as weather allows. The water at Big Hollow was turned on as of March 21st. County Engineer Brian Carter reminded everyone Upper Flint Bottom Road will be closing the beginning of April for 3-4 weeks. His office has a paving project out for bid for Upper Flint Bottom. The Rock Program started up last week. He is hoping the weather cooperates so the crews can get back out this week. Assistant County Attorney Trent Henkelvig was present for a closed session following the meeting. County Auditor Terri Johnson gave an update on the June 7th Primary Election. The County deadline is March 25th at 5:00 p.m. at the Auditor's Office. CDS Director Ken Hyndman reported his office is busy working on contracts for the upcoming fiscal year. 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. She attended a Board of Health meeting last week and the Board is hoping to increase STI testing in the office now that Covid is slowing down.

There was no Correspondence received.

2nd Public Hearing for Ordinance #38. Broeker made a motion to open the public hearing and seconded by McCampbell. Cary asked if there were any public comments. None received. Broeker made a motion to close the public hearing and seconded by McCampbell. Broeker made a motion to approve the 2nd Reading and waive the 3rd Reading for Ordinance #38 Water Well and Water Supply Code and seconded by McCampbell.

Public Hearing on Proposal to Enter into an Essential Purpose Loan Agreement for \$3,840,000.00 was held. Broeker made a motion to open the public hearing and seconded by McCampbell. Broeker spoke on the Proposal. Cary asked if there were any public comments. None received. Broeker made a motion to close the public hearing and seconded by McCampbell. McCampbell made a motion to approve the Proposal to Enter into an Essential Purpose Loan Agreement and seconded by Broeker.

Public Hearing on Proposal to Enter into a General-Purpose Loan Agreement for \$200,000.00 was held. McCampbell made a motion to go into public hearing and seconded by Broeker. Broeker spoke on the Proposal. Cary asked if there were any public comments. None received. Broeker made a motion to close the public hearing and seconded by McCampbell. Broeker made a motion to approve the Proposal to Enter into a General-Purpose Loan Agreement and seconded by McCampbell.

Resolution #2022-023 Taking Additional Action on Proposal to Enter into General-Obligation Loan Agreements, Combining Loan Agreements, and Providing for the Levy of Taxes to Pay General Obligation County Purpose Bonds, Series 2022 was proposed. McCampbell made a motion to approve and seconded by Broeker.

INSERT RESOLUTION #2022-023

Presentation by Natel Broadband Internet was on the agenda. No one was present at the meeting. Meeting continued.

Contract #DCAT4-22-024 – First Amendment to the Systems of Care Mental Health Wrap-Around Contract was presented with corrections from a prior meeting. McCampbell made a motion to approve the contract with corrections and seconded by Broeker.

Payroll Reimbursement Claims in the amount of \$375.67 were presented. Broeker made a motion to approve and seconded by McCampbell.

Class C Liquor License for Hy-Vee Event at Barn on the Ridge for April 28th was presented. Broeker made a motion to approve and seconded by McCampbell.

Class C Liquor License for Hy-Vee Event at Barn on the Ridge for April 7th was presented. Broeker made a motion to approve and seconded by McCampbell.

Years of Service awards were presented. IT Director Colin Gerst received a 15-year award, County Assessor Matt Warner received a 20-year award, and County Auditor Terri Johnson received an award for 28 years.

Personnel Actions: Community Services – April Krogmeier, Unpaid leave from 3/15 – 3/18. McCampbell made a motion to approve and seconded by Broeker. Correctional Center – Tanner Whalen, Cook, 24 Month Step Increase, new rate \$13.61 effective 3/16; Dakota Day, Correctional Officer, Resignation effective 3/25. McCampbell made a motion to approve both actions and seconded by Broeker. Local Health - Judith Weatherwax, CNA, 25.38 hours unpaid, McCampbell made a motion to approve and seconded by Broeker.

Reports received and filed in the Auditor's Office:
Sheriff's Monthly Report, February 2022
Clerk's Report of Fees Collected, February 2022

Broeker motioned to approve the March 15th, 2022, regular meeting minutes and seconded by McCampbell.

McCampbell attended a Community Action Meeting, Youth Committee Meeting, Bridges Out of Poverty, and DCAT Board Meeting. Broeker attended a COBCO Meeting. Cary attended a Public Health and Fair Board Meeting.

No public input was received.

Cary stated the Board would be going into closed session to discuss County Security in accordance with Iowa Code Section 21.5(g) to Discuss Information Protected Under Iowa Code Sections 21.5(g), and Records Protected Under Iowa Code Sections 22.7(45) and 22.7(50). McCampbell motioned to go into closed session and Broeker seconded. Broeker motioned to go out of closed session and McCampbell seconded. Cary stated they discussed County Security.

Cary stated they would hold a second closed session to discuss Pending Litigation in accordance with Iowa Code Section 21.5(c). Broeker made a motion to go into closed session and seconded by McCampbell. McCampbell made a motion to go out of closed session and Broeker seconded. Cary stated they discussed Pending Litigation.

Meeting was adjourned at 11:31 a.m.

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

Jim Cary, Chairman
Attest: Sara Doty, Deputy Auditor