

## OFFICIAL NOTICE

The Des Moines County Board of Supervisors will hold a regular session on **Tuesday, May 3<sup>rd</sup>, 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](http://www.dmcountry.com/youtube). Anyone with questions during the meeting may email the Board of Supervisors at [board@dmcountry.com](mailto:board@dmcountry.com) OR call 319-753-8203, Ext 4

### TENTATIVE AGENDA:

1. Pledge of Allegiance
2. Changes to Tentative Agenda
3. Meet with Department Heads / Elected Officials
4. Correspondence
5. Discussion / Vote:
  - A. Payroll Reimbursement Claims
  - B. Accounts Payable Claims
  - C. Approval of Anderson Larkin & Co Engagement Letter for FY2022 Audit
  - D. Engineering Services for Jail Project
  - E. Personnel Actions:
    1. Correctional Center (3)
  - F. Reports:
    1. Jail Stats, March 2022
  - G. Minutes for Regular Meeting on April 26<sup>th</sup>, 2022
6. Other Business
7. Future Agenda Items
8. Committee Reports
9. Public Input
10. Adjournment

Work Sessions held after the meeting:

BOS / Public Health

RE: DNR / County 28E Agreement

BOS / County Engineer

RE: Project Tour

**NOTE: Conservation Board / BOS will hold a work session at 4:30 p.m. Wednesday, May 4<sup>th</sup> at the Starrs Cave Nature Center**

**Payroll Claims  
Reimbursements**

# Accounts Payable Claims

## 05/03/2022 MEETING

\$879,004.00

Checks

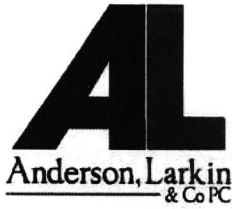
\$0.00

Wire Transfer Pmnt

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**\$879,004.00**

**GRAND TOTAL**



ANDERSON, LARKIN & CO., P.C.  
Certified Public Accountants  
*"Your Success Is Our Business."*

Kenneth E. Crosser, CPA  
April D. Crosser, CPA  
Michael J. Podliska, CPA  
Alexander T. Barr, CPA

April 4, 2022

Board of Supervisors  
Des Moines County, Iowa  
P.O. Box 784  
Burlington, Iowa 52601

We are pleased to confirm our understanding of the services we are to provide Des Moines County, Iowa for the year ended June 30, 2022.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of Des Moines County, Iowa as of and for the year ended June 30, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Des Moines County, Iowa's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Des Moines County, Iowa's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) Schedule of the County's Proportionate Share of the Net Pension Liability
- 4) Schedule of County Contributions
- 5) Schedule of the Change in the County's Total Other Post-Employment Benefits Liability, Related Ratios and Notes

We have also been engaged to report on supplementary information other than RSI that accompanies Des Moines County, Iowa's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Combining Schedules
- 2) Schedule of Revenues by Sources and Expenditures by Function
- 3) Schedule of Expenditures of Federal Awards

221 N. Wapello Street • P.O. Box 533 • Ottumwa, Iowa 52501 • (641) 684-5489 • Fax (641) 683-1665

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

#### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in Government Auditing Standards, issued by the comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and Government Auditing Standards, we exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste and abuse in financial audits nor do they expect auditors provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or non-compliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

Risks related to the proper expenditure of grant funding.

Our audit of financial statements does not relieve you of your responsibilities.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Des Moines County, Iowa's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Des Moines County, Iowa's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate

to the compliance requirements that the 2019 Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Des Moines County, Iowa's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards and related notes of Des Moines County, Iowa in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. We will also propose journal entries and maintain your depreciation schedule from information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibilities for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations (including federal statutes) rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditure of federal awards, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions and other matters, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements;

schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous



financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Anderson, Larkin & Co., P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to your Regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Anderson, Larkin & Co., P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by your Regulator. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Michael Podliska is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in September or October of 2022 and to issue our reports no later than March 31, 2023.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$52,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as follows: ½ due upon completion of fieldwork and ½ due upon delivery of the final audit reports and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Board of Supervisors  
Des Moines County, Iowa  
April 4, 2022  
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**Reporting**

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the officials of Des Moines County, Iowa. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to Des Moines County, Iowa and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

ANDERSON, LARKIN & CO., P.C.



**RESPONSE:**

This letter correctly sets forth the understanding of Des Moines County, Iowa.

County Auditor signature: _____	Board of Supervisor signature: _____
Title: _____	Title: _____
Date: _____	Date: _____

**Short Form Agreement For Engineer/Architect/Surveying Services**

**KLINGNER & ASSOCIATES, P.C.**

www.klingner.com

**OFFICES:**

616 N. 24<sup>th</sup> Street, Quincy, IL 62301 217.223.3670 Fax 217.223.3603  
2150 West Main Street, Carbondale, IL 62901 618.331.4050  
49 N. Prairie Street, Galesburg, IL 61401 309.343.1268 Fax 309.341.3781  
610 N. 4<sup>th</sup> Street, Burlington IA 52601 319.752.3603 Fax 319.752.3605  
4111 East 60th Street, Davenport, IA 52807 563.359.1348 Fax 563.359.3295  
604 Liberty Street, Suite 125, Pella, IA 50219 515.612.7402  
907 E. Ash Street, Columbia, MO 65201 573.355.5988  
4510 Paris Gravel Road, Hannibal MO 63401 573.221.0020 Fax 573.221.0012

Date April 11, 2022  
Project Type (Office Code) 0903  
Phase Manager RWB  
Project Manager RWB  
Client Manager RWB

Quincy  Carbondale  Galesburg  Burlington  Davenport  Pella  Columbia  Hannibal

**PROJECT & SCOPE OF SERVICES:**

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

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

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

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

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

Hourly at standard per diem charges of staff members, plus all "Reimbursable Expenses". For planning purposes, the estimated fees are:  
Labor Cost Estimate \$ \_\_\_\_\_  
Reimbursable Cost Estimate \$ \_\_\_\_\_  
Consultant Cost Estimate \$ \_\_\_\_\_  
Total Project Cost Estimate \$ \_\_\_\_\_  
*Conditions encountered may result in higher or lower charges.*

Lump sum basis for the amount of \$ See fee schedule in attached  Plus reimbursable expenses  
 A prepaid retainer of \$ \_\_\_\_\_ is required prior to start of work. The retainer will be applied to the final project invoice.

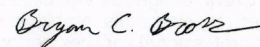
**GENERAL TERMS AND CONDITIONS** – Our agreement is subject to the **General Terms and Conditions** following this page, which are a part of this agreement for our services. *Our services do not include special inspections and structural tests as defined in Sections 1701 through 1715 of the International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

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

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Acceptance



\_\_\_\_\_  
Signature of Consultant

Vice President

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Signature

Project No. \_\_\_\_\_

Digitally signed by Bryan C Cross  
DN: C=US, OU=Burlington Office, O=Klingner and Associates PC, CN=Bryan C Cross, E=bcb@klingner.com  
Reason: I agree to the terms defined by the placement of my signature in this document  
Location: Iowa  
Date: 2022-04-11 09:35:30

## GENERAL TERMS & CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**I. PROJECT DESCRIPTION/UNDERSTANDING**

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

**II. PROJECT LOCATION**

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

**III. OWNER PROVIDED INFORMATION**

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

**IV. PROJECT TEAM**

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

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

**V. SCOPE OF SERVICES**

**a. Phase 1: Construction Documents**

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

- i. One (1) site visit for members of the team to field verify any dimensions not apparent from the provided documents and photograph the existing conditions.
- ii. Preliminary research into potential systems for repair/replacement of the existing EIFS system.
- iii. One (1) meeting to discuss options on the exterior wall system.
- iv. Prepare architectural construction documents such as plans, elevations, details, and specifications as required for permit, bidding, and construction, including:
  1. Demolition plans and elevations.

2. Roof plan.
3. Exterior elevations.
4. Architectural sections and details, to depict design ideas, as required.
5. Schedule sheet specifications for exterior finishes, as required.
- v. Project Manual:
  1. Front end specifications for public bidding per State of Iowa requirements.
  2. Quality/performance specifications as required for the scope of the work.
- vi. Opinion of Probable Cost.

**b. Phase 2: Bidding Assistance**

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

- i. Prepare and advertise bidding documents per public bidding requirements.
- ii. Respond to bidder questions and requests for substitutions during the bidding period.
- iii. Conduct one (1) pre-bid meeting, including meeting minutes.
- iv. Development of addenda as required to document changes during the bidding period.
- v. Conduct the bid opening.
- vi. Evaluate the bids and assist the Client with awarding the contract for construction.
- vii. Prepare Owner-Contractor agreement using American Institute of Architects (AIA) standard forms.

**c. Phase 3: Contract Administration (hourly)**

Klingner will visit the site at intervals appropriate to the stage of the Contractor's operations to become generally familiar with and to keep the Client informed about the progress and quality of the portion of the work completed and determine, in general, if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Construction Documents. Klingner will review the Contractor's submittals such as shop drawings, product data, and samples according to the terms of the signed agreement. Deliverables during this phase of work include:

- i. Conduct a pre-construction conference with major contractors, subcontractors, manufacturers, and suppliers to explain the project, set the tone for quality performance, review critical areas of interface, and determine the impact of long lead products.
- ii. Response to requests for information and clarification by the General Contractor according to the terms of the signed agreement.
- iii. Review submissions for contractor change orders.
- iv. Review and sign contractor payment applications.
- v. Site visits as necessary, to coincide with construction progress meetings.
- vi. Attendance at construction progress meetings.
- vii. One (1) site visit and review of the Contractor-developed punchlist after the Contractor notifies Klingner the project has reached Substantial Completion.
- viii. One (1) walk-through or counter-punchlist of the project to determine final completion.

**VI. CONSULTANT SERVICES**

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

**VII. COMPENSATION AND CONTRACTS**

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

ARCHITECTURAL SERVICES FEE	
Phases	Compensation
Phase 1: Construction Documents (Lump Sum)	\$17,500
Phase 2: Bidding Assistance (Lump Sum)	\$5,000
Phase 3: Contract Administration (Estimated Hourly)	\$8,000
<b>TOTAL</b>	<b>\$30,500</b>

**VIII. SCHEDULE**

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

- a. Upon agreement: Project Kickoff (Construction Documents for Re-roofing to begin immediately)
- b. 2-4 weeks after Kickoff: Meeting to discuss options for exterior finishes/wall systems
- c. Summer 2022: Construction Documents Complete
- d. Summer 2022: Bid Project / Bid Opening
- e. As early as feasible: Construction Begins

**IX. REIMBURSABLE EXPENSES**

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

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

**X. ADDITIONAL SERVICES**

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

- a. Anything not specifically listed above.
- b. Grant/Permit/Certification Assistance:
  - i. Energy code analyses / documentation (COMcheck).
  - ii. Energy rebate assistance.



- c. Construction document items:
  - i. Site verification beyond observable conditions; laser measured field verification.
  - ii. All design services not related to the roof and wall systems.
  - iii. All mechanical/electrical/plumbing design services.
  - iv. All structural design services.
  - v. All civil/site/surveying/geotechnical services.
  
- d. Miscellaneous items:
  - i. Permit fees not by Klingner.
  - ii. On-site observation and special structural inspections.
  - iii. Prepare and issue an electronic set of as-designed record drawings in AutoCAD or as a PDF.

# NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: PLEASANT,James Employee #: J153  
Title: Correctional Officer-Full Time Department: Correctional Center

## STATUS CHANGES

### TERMINATION

Resignation  
 Discharge  
 Retirement  
 Unsatisfactory Probation  
 Death  
 Other, Explain

### TRANSFER

Permanent  
 Temporary  
 Voluntary  
 Involuntary

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

### 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


Maternity  
 Medical  
 Other, Explain  
 Educational  
 Military

### SALARY ADJUSTMENT

Reclassification  
 Anniversary  
 Promotion  
 Probationary  
 Demotion  
 Reducation  
 Suspension  
 Other, Explain  
**6 months step increase**

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

Does the employee Want Health Insurance Continued  Yes  No  
Does Employee Want Life Insurance Continued  Yes  No  
Previous Rate \$39,867.37/yr New Rate \$40,895.52/yr  
Previous Job Title: (if changed) \_\_\_\_\_  
Effective Date: May 1, 2022

Authorized by:  Department: Correction. Center Date: April 26, 2022  
Authorized by: \_\_\_\_\_ Department: \_\_\_\_\_ Date: \_\_\_\_\_

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

# NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Belknap, Cassandra J. Employee #: \_\_\_\_\_  
Title: Dietary Manager Department: Correctional Center

## STATUS CHANGES

### TERMINATION

Resignation  
 Discharge  
 Retirement  
 Unsatisfactory Probation  
 Death  
 Other, Explain

### TRANSFER

Permanent  
 Temporary  
 Voluntary  
 Involuntary

Previous Title Cook  
Previous Dept Jail Kitchen  
New Job Title Dietary Manager  
New Dept Jail Kitchen  
Previous Rate \$13.61/hr  
Effective Transfer Date May 3, 2022

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

### 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

Maternity  
 Medical  
 Other, Explain  
 Educational  
 Military

### SALARY ADJUSTMENT

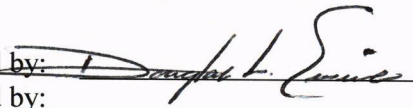
Reclassification  
 Anniversary  
 Promotion  
 Probationary  
 Demotion  
 Reduction  
 Suspension  
 Other, Explain

Promoted to Dietary Manager

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

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

Previous Rate \$13.61/hr New Rate \$37,880.14/yr  
Previous Job Title: (if changed) \_\_\_\_\_  
Effective Date: May 3, 2022

Authorized by:  Department: Correction. Center Date: April 26, 2022  
Authorized by: \_\_\_\_\_ Department: \_\_\_\_\_ Date: \_\_\_\_\_

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

# NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Peterson, Ruby Employee #: \_\_\_\_\_  
Title: Kitchen-Asst. Cook Department: Correctional Center

## STATUS CHANGES

### TERMINATION

### TRANSFER

<input checked="" type="checkbox"/> Resignation	<input type="checkbox"/> Unsatisfactory Probation	<input type="checkbox"/> Permanent	<input type="checkbox"/> Voluntary
<input type="checkbox"/> Discharge	<input type="checkbox"/> Death	<input type="checkbox"/> Temporary	<input type="checkbox"/> Involuntary
<input type="checkbox"/> Retirement	<input type="checkbox"/> Other, Explain _____		

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

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

### LAY OFF

Final Termination Date 4/24/22

Does the employee Want Health Insurance Continued  Yes  No

Final Rate of Pay \$9.02/hr

Does Employee Want Life Insurance Continued  Yes  No

Permanent Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

Last Day Worked \_\_\_\_\_

### LEAVE OF ABSENCE

### SALARY ADJUSTMENT

<input type="checkbox"/> Maternity	<input type="checkbox"/> Educational	<input type="checkbox"/> Reclassification	<input type="checkbox"/> Demotion
<input type="checkbox"/> Medical	<input type="checkbox"/> Military	<input type="checkbox"/> Anniversary	<input type="checkbox"/> Reducation
<input type="checkbox"/> Other, Explain _____		<input type="checkbox"/> Promotion	<input type="checkbox"/> Suspension
		<input type="checkbox"/> Probationary	<input type="checkbox"/> Other, Explain _____

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


**Resignation**

Does the employee Want Health Insurance Continued  Yes  No

Does Employee Want Life Insurance Continued  Yes  No

Previous Rate \$9.02/hr New Rate \$0.00/hr

Previous Job Title: (if changed) \_\_\_\_\_  
Effective Date: April 24, 2022

Authorized by:  Department: Correction. Center Date: April 25, 2022  
Authorized by: \_\_\_\_\_ Department: \_\_\_\_\_ Date: \_\_\_\_\_

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

Facility Name: <b>Des Moines</b>	Date Report Completed: <b>04/25/2022</b>
Completed by: <b>Doris Krogmeier</b> Contact No: <b>319-753-8288</b>	Report Month: <b>March, 22</b>

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

Actual number of prisoners in the jail as of 00:01 a.m. on the first day of report month:		Actual number of prisoners in the jail as of 00:01 on first day of the following month (Formula A + B - C = D)																																											
Adult Males <b>56</b> Adult Females <b>10</b> Juvenile Males <b>0</b> Juvenile Females <b>0</b> Juveniles (Adult Waivers) <b>4</b> <b>TOTAL 70</b>	<b>Section A</b>	Adult Males <b>50</b> Adult Females <b>14</b> Juvenile Males <b>0</b> Juvenile Females <b>0</b> Juveniles (Adult Waivers) <b>3</b> <b>TOTAL 67</b>	<b>Section D</b>																																										
Number of prisoners processed into the jail between 00:01 on the first of the month until 00:01 on first day of following report month:		<b>Section E</b>																																											
Adult Males <b>112</b> Adult Females <b>50</b> Juvenile Males <b>0</b> Juvenile Females <b>0</b> Juveniles (Adult Waivers) <b>0</b> <b>TOTAL 162</b>	<b>Section B</b>	1. Total jail capacity: <b>80</b> a. Total temporary holding cell capacity <b>12</b> b. Total permanent jail bed capacity <b>68</b> 2. Total report month suicides: <b>0</b> 3. Total report month attempted suicides: <b>0</b> 4. Has jail/lockup been certified by Department of Corrections to hold juveniles? <b>No</b> 5. Highest number of prisoners held each day of the month in your jail:																																											
Number of prisoners released from custody between 00:01 on the first of the month until 00:01 on first day of following report month:		<table border="1"> <thead> <tr> <th>Sun</th> <th>Mon</th> <th>Tue</th> <th>Wed</th> <th>Thu</th> <th>Fri</th> <th>Sat</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>01 <b>70</b></td> <td>02 <b>72</b></td> <td>03 <b>70</b></td> <td>04 <b>68</b></td> <td>05 <b>69</b></td> </tr> <tr> <td>06 <b>65</b></td> <td>07 <b>64</b></td> <td>08 <b>65</b></td> <td>09 <b>66</b></td> <td>10 <b>71</b></td> <td>11 <b>66</b></td> <td>12 <b>68</b></td> </tr> <tr> <td>13 <b>70</b></td> <td>14 <b>69</b></td> <td>15 <b>70</b></td> <td>16 <b>67</b></td> <td>17 <b>66</b></td> <td>18 <b>71</b></td> <td>19 <b>70</b></td> </tr> <tr> <td>20 <b>72</b></td> <td>21 <b>74</b></td> <td>22 <b>68</b></td> <td>23 <b>65</b></td> <td>24 <b>67</b></td> <td>25 <b>71</b></td> <td>26 <b>68</b></td> </tr> <tr> <td>27 <b>70</b></td> <td>28 <b>67</b></td> <td>29 <b>72</b></td> <td>30 <b>73</b></td> <td>31 <b>67</b></td> <td></td> <td></td> </tr> </tbody> </table> Average daily population (Divide combined total of prisoners held in question "5" by number of days in report month): <b>68.74</b>		Sun	Mon	Tue	Wed	Thu	Fri	Sat			01 <b>70</b>	02 <b>72</b>	03 <b>70</b>	04 <b>68</b>	05 <b>69</b>	06 <b>65</b>	07 <b>64</b>	08 <b>65</b>	09 <b>66</b>	10 <b>71</b>	11 <b>66</b>	12 <b>68</b>	13 <b>70</b>	14 <b>69</b>	15 <b>70</b>	16 <b>67</b>	17 <b>66</b>	18 <b>71</b>	19 <b>70</b>	20 <b>72</b>	21 <b>74</b>	22 <b>68</b>	23 <b>65</b>	24 <b>67</b>	25 <b>71</b>	26 <b>68</b>	27 <b>70</b>	28 <b>67</b>	29 <b>72</b>	30 <b>73</b>	31 <b>67</b>		
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Adult Males <b>118</b> Adult Females <b>46</b> Juvenile Males <b>0</b> Juvenile Females <b>0</b> Juveniles (Adult Waivers) <b>1</b> <b>TOTAL 165</b>	<b>Section C</b>	<b>Section F</b>																																											

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

Age	Sex	Race	Admit	Release	Specific Offense	Holding Authority	County/Municipality	Warrant (Y/N)
1	M	B	03/01/22 00:01	03/31/22 00:00	707.2(1)(b)	AC		No
17	M	W	03/01/22 00:01	03/31/22 00:00	711.2, 711.2	AC		No
15	F	W	03/01/22 00:01	03/16/22 10:27	711.2, 706.3(1)	LE		No
17	M	B	03/01/22 00:01	03/31/22 00:00	714.2(2)[Larc], 719.1(1)(b), 321,174(1),321.288	AC		No

Race Codes: W=White/Caucasian, B=Black/African American, NA=Native American, H=Hispanic, A=Asian and O=Other  
 Specific Offense can either be Iowa Code or name of offense (e.g. 711.3 or Robbery 2nd)  
 Holding Authority: LE = Law Enforcement, AC = Adult/District/Magistrate Court, JC = Juvenile Court, INS, O = Other  
 Please indicate whether the juvenile was held pursuant to a verbal/written court order.  
 County/Municipality: Indicate what county/municipality if holding for other than your own.

**Section G**

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

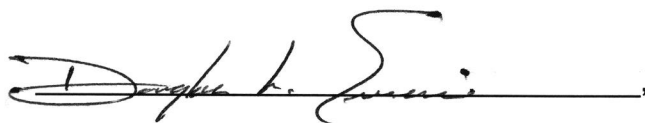
	Number of prisoners during the reporting month.	Prisoner days during reporting month.
Prisoners in other counties	<b>4</b>	<b>109</b>
Prisoners on electronic monitoring or house arrest	<b>0</b>	<b>0</b>
Prisoners in other institutions (Hospital, MHI, etc.)	<b>0</b>	<b>0</b>
Prisoners housed out of state	<b>0</b>	<b>0</b>
Prisoners on other type of release but under Sheriff control	<b>0</b>	<b>0</b>
<b>TOTALS</b>	<b>4</b>	<b>109</b>

BILL FOR BOARDING AND LODGING PRISONERS

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

STATE OF IOWA, DES MOINES COUNTY, SS:

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

 \_\_\_\_\_, SHERIFF OR DESIGNEE

SUBSCRIBED AND SWORN TO ME THIS 25<sup>th</sup> DAY OF APRIL 2022

**IOWA DNR AGREEMENT ID 21ESDWQBEDAY0001  
INTERGOVERNMENTAL (28E) AGREEMENT BETWEEN  
THE IOWA DEPARTMENT OF NATURAL RESOURCES  
AND  
DES MOINES COUNTY, IOWA**

**THIS INTERGOVERNMENTAL (28E) AGREEMENT** (Agreement) is entered into by the Iowa Department of Natural Resources (Department), the Des Moines County Board of Supervisors (County Board), and the designated County private water well permitting entity Des Moines County Board of Health (jointly referred to as the County.)

- I. Authority: This agreement is entered into pursuant to the authority in Iowa Code sub-sections 455B.172(3) and (9) and section 455B.187; 567 Iowa Administrative Code (IAC) sections 38.15-17; and Iowa Code chapter 28E.
- II. Statement of Purpose: The purpose of this agreement is to establish the terms and conditions for delegation to designated county Permitting Agencies of the Department's permit-issuing authority with respect to private water well construction and reconstruction (hereafter, jointly, "construction"), as provided in Iowa Code subsections 455B.172(3) and (9), section 455B.187 and administrative rules in Chapters 38 and 49 (IAC) applicable to county delegation. The agreement specifies the extent and manner of cooperation between the two agencies in conducting programs for the evaluation and issuance of private water well construction and reconstruction permits. This agreement places emphasis on assuring the County well program meets or exceeds the minimum standards required by the Department.
- III. Entire Agreement: This Agreement, its amendments, and its attachments shall constitute the entire agreement between the Department and the County with respect to delegation of the Department's authority to issue and ensure compliance with private water well construction permits. To the extent that the terms of this Agreement conflict with an act of the Iowa Legislature or with 567 IAC Chapters 38 and 49, (hereafter jointly referred to as Chapter 38 and Chapter 49 (IAC)), that act or those Chapters shall control.
- IV. A. Concurrent Jurisdiction: The Department retains concurrent jurisdiction with the County over the permitting for the construction and reconstruction of private water wells as provided in Iowa Code section 455B.187. Nothing in this Agreement or its attachments shall be construed as limiting the power of the Department to issue or deny private water well construction permits or to take any other action, including taking enforcement action in any manner and against any person, consistent with the provisions of Chapter 38 (IAC) and Chapter 49 (IAC), or any other rules established or to be established under Division III of Chapter 455B, which the Department and/or the Environmental Protection Commission deem necessary for the continued proper implementation of Iowa Code section 455B.187 or related sections of the Iowa Code.

B. No Defense Created: Nothing in this Agreement shall be construed as creating a defense for any person except the County in any action by or against the Department, and no person except the County may use the terms of this Agreement as a defense against the Department in any action by or against the Department.

V. Review for Compliance: This section of this Agreement shall apply in the event that any of the following items are either rescinded, declared invalid or improper by a court of law, a final administrative action, or an act of the Iowa Legislature, or are rendered moot and/or void for any reason: all or part of this Agreement; and/or all or part of the applicable County ordinances, regulations, and/or resolutions referred to in this agreement; and/or all or part of said Chapters 38 and 49 (IAC). In such an event, the remaining rules, ordinances, and/or resolutions shall remain in full force and effect. Upon notice of such an event, the Department shall promptly review the remaining rules, ordinances, and/or resolutions to determine this Agreement's continuing compliance with Iowa Code subsections 455B.172(3) and (9) and section 455B.187 and any rule enacted under the authority of those sections.

VI. Certification of Authority: The County certifies it has lawfully adopted private well construction and reconstruction permitting ordinances or enforceable regulations in accordance with Iowa Code section 455B.172(3) that satisfy one of the following standards:

- The ordinances or regulations adopt by reference Chapters 38 and 49 (IAC); or
- The ordinances or regulations adopt Chapters 38 and Chapter 49 (IAC) in their entirety; or
- The ordinances or regulations are consistent with and no less stringent than Chapters 38 and 49 (IAC); or
- The ordinances and regulations grant express authority to the Permitting Agency to implement Chapters 38 and 49 (IAC) as provided in Iowa Code subsections 455B.172(3) and (9).

The County further certifies these ordinances and regulations grant the county authority to enforce violations of the above ordinances and regulations, or the authority to enforce violations of Chapters 38 and 49 (IAC) as provided in Iowa Code subsections 455B.172(3) and (9). The Department may periodically review the county ordinances and regulations to determine that they are consistent with and no less stringent than Chapters 38 and 49 (IAC), and that the County has adequate authority to enforce their local ordinances or regulations or has the authority to enforce Chapters 38 and 49 (IAC) as provided in Iowa Code subsections 455B.172(3) and (9).

VII. Duties:

A. Duties of the County

1. Personnel: The County represents that it either has or will acquire no later than the date of signing this agreement, all personnel required for the performance of the work specified under this Agreement.
2. Continued Employment: The County shall continue to employ sufficient personnel to perform the services of this Agreement for the duration of the Agreement.



3. Documentation: Prior to or immediately upon the signing of this Agreement, the County shall submit the following information to the Department:
  - i. The name(s), title(s), and all relevant work contact information of the employee(s) and/or the division(s) designated within the Permitting Agency that will be responsible for implementing the provisions of this agreement and the delegation authorities specified in Section VI above.
  - ii. A copy of the County regulations and/or County ordinance(s) and/or adopting resolutions authorizing the County to implement and enforce the water well construction permit rules of Chapters 38 and 49 (IAC) pursuant to the County's certification under Section V of this Agreement.
4. Compliance with Administrative Rules: The County shall comply with all applicable administrative rules in Chapter 38 and 49 (IAC).
5. Permit Application Review and Permit Issuance:
  - i. The Permitting Agency shall review all private water well construction permit applications for requests to construct private water wells (which shall include all applications to modify, repair, or upgrade existing private wells) on property or portions of property located within the County in accordance with the provisions of County ordinances, regulations, and the provisions of Chapters 38 and 49 (IAC), except as provided in subrule 567 IAC 38.15(4) and rule 567 IAC 38.16.
  - ii. In its review, the Permitting Agency shall determine:
    - 1) If the proposed well location falls within an area that is regulated by federal, state, or local institutional controls.
    - 2) If the proposed well will withdraw less than 500 gallons per minute and the proposed location is known to be within 1000 feet of a previous or current known contaminated site or leaking underground storage tank (LUST) site as shown on the Department's Facility Explorer tool.
    - 3) If the proposed well will withdraw 500 gallons or more per minute and the proposed location is known to be within 2,500 feet of a previous or current known contaminated site or LUST site as shown on the Department's Facility Explorer tool.
    - 4) If the water well construction permit is submitted for a project requesting 10 or more boreholes.
    - 5) If the proposed well location falls within an area where the well is also regulated by a local governing body through the use of municipal ordinances or local covenants.

When proposed water well construction application meets any of the criteria stated in section VII.A.5.ii.1, VII.A.5.ii.2, VII.A.5.ii.3, VII.A.5.ii.4, or VII.A.5.ii.5 of this Agreement, the Permitting Agency shall consult with the Department before the issuance of a well construction permit. The Department will perform an environmental review that is expected to last, but is not limited to, 14-28 days, after which the Department will notify the Permitting Agency if the private well construction permit will be issued, and what, if any, additional construction standards will be required.

- iii. If after the review of an application, the Permitting Agency determines that the proposed construction of a private water well complies with all applicable laws, rules, and county ordinances, and is pursuant to the authority granted to the County by this Agreement, the Permitting Agency shall issue a private well construction permit in a timely manner to the applicant.
  - iv. If the review by the Permitting Agency determines that an application should be denied, the Permitting Agency shall provide a written explanation to the applicant stating the reasons for the denial and shall include notice of the right to appeal the denial.
6. Compliance, Inspections and Monitoring: The County has the primary responsibility for enforcing its laws and regulations relating to the private water well construction permit program as long as this delegation agreement is in force.
  7. Monitoring for Compliance: It is expected that the County and/or Permitting Agency will monitor compliance with issued well construction permits by initiating full or partial on-site inspection and monitoring of permitted wells. The Department shall be allowed access to any reports of such or similar inspections or monitoring activities.
  8. Enforcement Action by the Permitting Agency: Should the Permitting Agency take enforcement action against permits issued by the Permitting Agency for applicable violations of Chapters 38 and 49 (IAC), as well as County rules, ordinances, and/or regulations, such enforcement action shall be handled in accordance with the noncompliance provisions of the County ordinances and regulations or any other applicable County ordinance, resolution, rules and/or regulations.
  9. Intergovernmental Cooperation: The County shall submit such information as the Department may require to show compliance with the private water well construction rules and the adequate implementation of the permitting authority delegated to the County.
  10. Reporting: Pursuant to 567 IAC 38.15(3), the Permitting Agency shall enter all new permit information on the internet access program called Private Well Tracking System (PWTS) before the well is constructed. The Permitting Agency shall ensure that well construction log information has also been entered in the PWTS within 90 days after well construction.
  11. State Permit Fees: Pursuant to subrule 567 IAC 38.5(1), the County shall submit to the Department a fee of \$25 for each well permit issued. These fees shall be submitted within 90 days of well permit issuance. Fees must be submitted along with DNR form 542-8073.

B. Duties Of The Department

1. Administrator: The Department shall be the administrator of this Agreement for purposes of Iowa Code section 28E.6(1) to ensure its terms are properly carried out.
2. Review of County Program: The Department shall periodically review the rules, policies and procedures of the County and/or Permitting Agency to ensure consistency with Chapters 38 and 49 (IAC). The Department shall advise the County and Permitting Agency of its findings in writing. Such reviews shall not be more frequent than once a year unless the Department provides prior written notice. The Department shall conduct at least one review within the 12 months prior to the expiration date of this agreement.

3. Technical Assistance: The Department shall provide technical assistance and well program information to the County programs.
4. Areas of Contamination: The Department shall make available the technical resources to help the Permitting Agency determine the boundaries of known sources of contamination so that the Permitting Agency can determine if additional Department consultation and authorization is required by the applicant relating to the potential for groundwater contamination.
5. Water Allocation Permits: If the use of a proposed well intends to withdraw greater than 25,000 gallons per day, the Department shall, through its normal water allocation procedures under 567 IAC Chapters 50-54, provide the applicant a review of the proposed withdrawal prior to the use of the proposed well.
6. Compliance: The Department states its intention to limit its involvement in compliance activities or enforcement actions related to the Permitting Agency or private well construction permits issued by the Permitting Agency to:
  - i. Audits of the County and/or Permitting Agency's compliance with this Agreement; and
  - ii. Review and comment on any proposed changes in the County and/or Permitting Agency's rules, ordinances, policies, and/or procedures related to this Agreement; and
  - iii. Compliance activities or enforcement actions against any person where:
    - 1) The County specifically requests the Department's involvement and the Department agrees to accept responsibility; or
    - 2) The Department determines that the County program's enforcement response is inappropriate or untimely, after providing notice to the County and Permitting Agency in writing and allowing the County and/or Permitting Authority a reasonable opportunity to act prior to initiating any Department compliance activities or enforcement actions; or
    - 3) The Department is enforcing the provisions of 567 IAC 38.15(4), 38.16 and 38.17.
7. Intergovernmental Cooperation: In addition to the assistance and cooperation noted regarding specific issues above, the Department will keep the County informed of state and federal developments which may affect the private water well construction program in the County.

VIII. Amendments: This Agreement may be amended at a later date by mutual agreement of the parties. Additionally, this Agreement expressly includes "Attachment A: Memoranda of Understanding," which shall include all memorandums of understanding between the County and the Department that are entered into before or after the signing of this Agreement that provide for specific procedures to be used by those parties in the implementation of this Agreement.

IX. Period of Agreement: This Agreement is valid for an initial period of up to five years, beginning upon approval and signature of the County and the Department, and shall end five years after the signed date. This Agreement may be renewed by amendment for up to an additional to five years. Such an amendment may expressly include a duplication of this section of the Agreement to allow

for future extensions. This Agreement may remain in effect up to a period of one month after the expiration date through a memorandum of understanding between the County and the Department if renewal negotiations are in progress and additional time is required.

- X. Legal or Administrative Entity Created: No new legal or administrative entity is created by this agreement.
  
- XI. Manner of Financing: The functions to be performed by the County, under the provisions of this agreement, are to be financed by the County at no obligation to the Department. The County may use permitting fees charged to all eligible applicants pursuant to 567 IAC 38.5. However, the County is not necessarily limited to the funding source referenced above.
  
- XII. Acquiring, Holding, or Disposing of Real Property: The functions of this Agreement do not require the acquisition, holding, or disposal of real property. In the event that an amendment to this Agreement or a memorandum of understanding included in Attachment A requires the acquisition, holding, or disposal of real property, this Agreement shall be amended to detail a manner of acquiring, holding, or disposing of real property.
  
- XIII. Termination: The Department or the County may terminate this agreement by providing to the other party a written notice of intent to terminate this agreement at least 60 days prior to the intended date of termination. The notice shall specify the reasons for termination and shall be delivered by sending the notice to the person listed below via U.S. Certified Mail.

Chairperson  
Des Moines County Board of  
Supervisors  
513 N Main St.  
Burlington, IA 52601

Director  
Department of Natural Resources  
502 E 9<sup>th</sup> St  
Des Moines IA 50319-0034

Upon termination, the County shall transfer to the Department all private water well construction permit program records in its possession, including file copies of permits, permittee files, unused application forms, all pending applications and pending fees, and all other documents generated as a result of this program. No later than 30 days following the stated termination date, the County shall deliver the above materials to the Department at the following address: Iowa DNR - Water Supply Section, 502 E 9<sup>th</sup> St, Des Moines IA 50319-0034.

- XIV. Filing and Recording: The Department shall file a copy of this agreement electronically with the Iowa Secretary of State in accordance with Iowa Code section 28E.8.

**ATTACHMENT A: Memoranda of Understanding**

None.

**IN WITNESS THEREOF**, the Department and the County have executed two copies of this agreement that include, each of which shall be considered an original.

**IOWA DEPARTMENT OF NATURAL RESOURCES**

\_\_\_\_\_ Date: \_\_\_\_\_  
Iowa Department of Natural Resources

**DES MOINES COUNTY IOWA**

\_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

\_\_\_\_\_ Chairperson  
(Type or print name)  
County Board of Supervisors

County Authorized Permitting Agency

\_\_\_\_\_  
(Entity Name)

\_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_ (Type or print name) \_\_\_\_\_ (Title)

April 26<sup>th</sup>, 2022

The Des Moines County Board of Supervisors met in regular session at the Courthouse in Burlington at 9:00 AM on Tuesday, April 26<sup>th</sup>, 2022, with Chairman Jim Cary, Vice-Chair Shane McCampbell, and Member Tom Broeker present. This meeting was also held electronically via Webex and YouTube live streaming. Public input was available through board email or call in.

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

Meet with Department Heads: Deputy Auditor Sara Doty reported the Auditor's Office is busy. IT Director Colin Gerst stated his office remains busy and finalizing the new phone system. Sheriff Kevin Glendening reported he has hired a Deputy that will begin the Academy this week and another newly hired Deputy that just graduated the Academy will begin field training this week. This will get the Sheriff's Office up to full staff. The jail population is 67. Maintenance Director Rodney Bliesener reported Frank Millard is making progress on the front steps project. The back door to the courthouse is unlocked and can be used by the public. The front sidewalk is closed and makes it more difficult to access the handicap entrance on the south side of the courthouse. Budget Director Cheryl McVey is in attendance for an agenda item. Conservation Director Chris Lee reported his Park Ranger graduated the academy last week with honors. He is working with the Sheriff's Office to get field training complete. The campgrounds at Big Hollow were full last weekend. Conservation offers summer camps that are filling up fast. Dragon Boat races will begin the first weekend in May at Big Hollow. Land Use Administrator Jarred Lassiter stated he has a subdivision on the agenda today with several subdivisions out for review. County Treasurer Janelle Nalley-Londquist stated her office remains busy. CDS Director Ken Hyndman continues to stay busy with SEIL meetings. Assistant County Attorney Trent Henkelvig reported the office is busy. County Engineer Brian Carter reported the pavement marking crew is in the County as of yesterday. He is guessing they will be here most of the week. Some of the concrete has been poured at the Geode Road project. Pleasant Grove Road has the mainline concrete pour set for tomorrow as of this time. Safety Director Angela Vaughan reported her office is busy. Public Health Administrator Christa Poggemiller stated they are still providing COVID vaccines and boosters. A new 28E with the state will need to be approved following the County's approval of updated Ordinance #38. This will be on next week's agenda.

The Board of Supervisors received Correspondence from the Des Moines County Conservation Board. The Conservation Board is concerned with the budgeted allocation for their department in FY23.

Public Hearing for Resolution #2022-032 was held. Broeker made a motion to open the public hearing and seconded by McCampbell. County Budget Director Cheryl McVey spoke on the FY22 Budget Amendment. 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 Resolution #2022-032 approving the Budget Amendment for FY22. Seconded by McCampbell.

**INSERT RESOLUTION #2022-032**

Resolution #2022-033 Allocating American Rescue Plan Act Funds was presented. McCampbell made a motion to approve and seconded by Broeker.

**INSERT RESOLUTION #2022-033**

Resolution #2022-034 and Final Plat for Payne's Subdivision was presented by Assistant Land Use Administrator Jarred Lassiter. This is a one-lot subdivision containing 29.10 acres in part of the NE 1/4 of the SW 1/4 of Section 1, Township 72 North. Owners Timothy & Shelley Deam, 11251 260<sup>th</sup> St. Mediapolis, IA. Lassiter recommended approval. Broeker made a motion to approve and seconded by McCampbell.

**INSERT RESOLUTION #2022-034**

Middletown Law Enforcement Agreement for FY2022/2023 was presented. McCampbell made a motion to approve and seconded by Broeker.

Cottonwood Crisis Stabilization Service Lease Agreement with Hope Haven for FY23 was presented. Broeker made a motion to approve and seconded by McCampbell.

Letter of Support for Proposed Revisions to Iowa Utilities Board Inspectors Manual by ISG Inc. was presented. Broeker made a motion to approve and seconded by McCampbell.

Letter to Iowa Utilities Board and Navigator Heartland Greenway LLC Designating Des Moines County Inspector was presented. Broeker made a motion to approve and seconded by McCampbell.

Personnel Actions: Maintenance - Gauge Johnson, Lead Maintenance. 24-Month Step Increase, New Rate of \$36,758.10 yr., effective 3/20. Broeker made a motion to approve and seconded by McCampbell. Descom – Brandall Diaz, Telecommunicator 1. Returning to work following maternity leave, effective 4/2. McCampbell made a motion to approve and seconded by Broeker.

Reports received and filed in the Auditor's Office: Auditor's Report of Fees Collected, Qtr. Ending 3/31/2022; Clerks Report of Fees Collected, March 2022; Sheriff's Monthly Report of Fees Collected, March 2022.

McCampbell motioned to approve the April 19<sup>th</sup>, 2022, regular meeting minutes and seconded by Broeker.

McCampbell attended a Community Action Meeting. He also attended meetings for Building Bridges, Early Childhood, and the Landfill Commission Meeting.

No public input was received.

Meeting was adjourned at 9:47 a.m.

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

Jim Cary, Chairman  
Attest: Sara Doty, Deputy Auditor