

OFFICIAL NOTICE

The Des Moines County Board of Supervisors will hold a regular session on **Tuesday, January 17th, 2023** at 9:00 A.M. in the public meeting room at the Des Moines County Courthouse.

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

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

TENTATIVE AGENDA:

1. Pledge of Allegiance
2. Changes to Tentative Agenda
3. Meet with Department Heads / Elected Officials
4. Correspondence
5. Discussion / Vote:
 - A. 28E Agreement between Mediapolis Community School District and Des Moines County for the School Resource Officer Program
 - B. 28E Agreement between Danville Community School District and Des Moines County for the School Resource Officer Program
 - C. Accounts Payable Claims
 - D. Appointment of Washington Township Trustee
 - E. Personnel Actions:
 1. Correctional Center
 - F. Reports:
 1. Sheriff's Monthly Report of Fees Collected, December 2022
 2. Clerk's Monthly Report of Fees Collected, December 2022
 - G. Minutes for Regular Meeting on January 3rd, 2023
6. Other Business
7. Future Agenda Items
8. Committee Reports
9. Public Input
10. Adjournment

Work Sessions following the meeting:

Board of Supervisors / Conservation

RE: Conservation Budget

**28 E AGREEMENT BETWEEN
MEDIAPOLIS COMMUNITY SCHOOL DISTRICT
AND
DES MOINES COUNTY, IOWA
FOR THE
SCHOOL RESOURCE OFFICER PROGRAM**

2023/2024 & 2024/2025 School Years

This Agreement for the School Resource Officer Program (hereinafter referred to as the "Agreement") is made and entered into this 9th day of January, 2023, by and between the County of Des Moines, Iowa, (hereinafter referred to as "County") and the Mediapolis Community School District, (hereinafter referred to as "School" or "District") pursuant to Chapter 28E of the Code of Iowa.

This Agreement is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa. This Agreement is between two public agencies for joint and cooperative action. Neither a separate legal or administrative entity, nor joint board, will be created for administration of this Agreement. The Des Moines County Sheriff or designee and the District's Superintendent of Schools or designee shall be designated as the Administrator of this Agreement for the purposes of Iowa Code Chapter 28E.

After Execution of this Agreement by the District and the County, it shall be filed in the office of the Iowa Secretary of State as required by law. This Agreement shall be effective for the two school years taking place during the 2023/2024 and 2024/2025 fiscal years.

ARTICLE I

General

The parties share a mutual interest to maintain an atmosphere in the District where school staff and students have a safe learning environment. The School Resource Officer program presents a cooperative approach towards addressing various collaborative efforts to maximize student safety, performance, and wellbeing.

The School Resource Officers (SROs) will assist school administrators by taking immediate action when law enforcement intervention is warranted. Additionally, the SROs will provide guidance and support in assisting school staff, students and parents with a variety of non-emergency law enforcement related matters.

Selection

1. The SRO will be a certified, non-probationary law enforcement officers and will maintain at least the minimum qualifications required for employment as a deputy with the Des Moines County Sheriff's Office.
2. The SRO will have working knowledge of the child welfare, Department of Human Services, and juvenile justice system.
3. The Des Moines County Sheriff or designee shall select the deputy for assignment as SRO in consultation with the District Superintendent or designee.

Supervision

1. The Des Moines County Sheriff's Office shall assign a command officer to supervise the deputy assigned to the School Resource Officer position
2. The SRO supervisor will serve as a liaison between the District and County in order to resolve matters of mutual concern.
3. The SRO supervisor, in consultation with the District Superintendent, School Principal, or designee, will complete a performance evaluation of the SRO during March of each year, and additionally as requested by the County or District.
4. The District shall provide requested information and reports to the SRO supervisor to facilitate this evaluation.

Assignment

1. The SRO will be assigned to the School on a full-time basis commencing on the 1st day of each school year and terminating on the last day of each school year. The hours of employment will be based on an eight-hour workday for days that school is in session. The SRO shall be on campus 15 minutes prior to the start of class through 15 minutes after classes are dismissed. During the daily shift the SRO may be off campus as required for scheduled training, court, and for the performance of other necessary tasks related to the assignment.
2. Regular working hours may be adjusted on a situational basis with the mutual approval of the Superintendent or designee, SRO supervisor, and the SRO. These adjustments may be to attend school-related events requiring the presence of the SRO. Such adjustments will be in accordance with the Fair Labor and Standards Act and the collective bargaining agreement which applies to Des Moines County deputies.
3. The SRO may be temporarily reassigned by the County during school holidays or vacations and/or during times of emergencies.
4. The SRO shall notify the Superintendent or designee of scheduled absences, as approved by the SRO supervisor. The county shall take reasonable action to replace the absent SRO by temporary reassignment of another deputy, presence of patrol deputies, and / or scheduling the other SRO for a half day at the school.

Article II

Duties and Responsibilities of School Resource Officers

1. The SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and school related functions, to the extent allowed under the authority of law and with the safety of the school's students and faculty as the primary safety priority. As soon as is practicable, the SRO shall make the principal or designee of the school aware of such action.
2. The SRO shall enforce state laws and local ordinances, and coordinate directly with the Superintendent, School Principals, or designee to provide security during school hours.
3. The SRO should facilitate and assist with law enforcement investigations involving victims, witnesses, and suspects associated with the schools.
4. The SRO should be present at the school during times of high activity such as the beginning and end of the school day.
5. The SRO shall assist District officials in developing plans and strategies to prevent, minimize, or respond to dangerous situations which occur on campus or during school sponsored events.
6. The SRO shall act as an instructor or facilitate specialized law enforcement or public safety related short-term programs at the schools when invited to do so by the District officials. The SRO shall coordinate with the school principals or designee to teach the DARE curriculum and assist with other drug prevention programs as needed.
7. The parties acknowledge that the SRO may at times acquire confidential information concerning the District, students, and others in the course of performing duties under this Agreement. It is agreed that such non-law enforcement information or records shall be kept confidential by the SROs in compliance with District policy, and federal, state, and local laws.
8. The SRO will be available for conferences with students, parents and faculty members in order to assist them with law enforcement problems or in matters of crime prevention.
9. By mutual agreement between the Superintendent or designee and the SRO supervisor the SRO will, in accordance with established overtime and special hours of work procedures, and as limited by the overtime budget and in accordance with the collective bargaining agreement, attend school functions such as sporting or social events that require the presence of law enforcement.
10. The SRO will work in the deputy sheriff duty uniform and shall carry a duty firearm and other approved/assigned police equipment. Exceptions may be made with the approval of the SRO supervisor.
11. The SRO shall perform other duties as mutually agreed upon by the school principals and the SRO supervisor so long as the performance of such duties is reasonably related to the SRO program as described in this Agreement and so long as such duties are consistent with the Des Moines County Sheriff's Office policy and procedures.

Article III

Rights and Duties of the District

The District shall provide to the SRO the following materials and facilities which are deemed necessary to the performance of the SRO duties:

1. Access to an office equipped with a desk, chair, and telephone for general duties.
2. A location for files and records which can be properly locked and secured.
3. Access to the internet and to the Districts student management system.

Article IV

Employment Status of School Resource Officer

SROs shall remain employees of the County and shall not be an employee of the District for any purpose. As the employer of the SROs, the County shall be responsible to recruit, hire, train, assign, supervise, evaluate, discipline, and/or discharge the SROs, and shall be responsible for payments of all wages and benefits due the SROs. The District and the County acknowledge that the SROs shall remain responsive to the chain of command of the Des Moines County Sheriff's Office.

Article V

Replacement of School Resource Officer

1. In the event that a principal of a school to which the SRO is assigned believes that the SRO is not effectively performing his/her duties and responsibilities, the principal shall recommend to the Superintendent that the SRO be removed from the SRO program and shall state the reasons therefore in writing. Within a reasonable time after receiving the recommendation from the principal, the Superintendent shall advise the Des Moines County Sheriff or the SRO supervisor of the principal's request. The Superintendent may also make this request for removal directly. The Superintendent and Sheriff or their designees shall meet with the SRO to mediate or resolve any problems which may exist. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or in the event mediation is not sought by the Sheriff, then the SRO shall be removed from the program and replaced.
2. In the event of a vacancy in the SRO position, or in case of long-term absence by an SRO, the Sheriff or designee, in consultation with the Superintendent or designee, shall work toward filling the vacancy.

Article VI

Financing the School Resource Officer Program

The District agrees to pay the County the amount of \$71,740 for the 2023/2024 school year, to be paid in equal payments of \$35,870. The District agrees to pay the County the amount of \$74,534 for the 2024/2025 school year, to be paid in equal payments of \$37,267. The first payment shall be due on December 1 and the second payment due on May 1 of each school year.

In the event of a long-term absence or vacancy in the SRO position the County shall proportionally reduce the amount charged to the District for the time the County is unable to perform. This section shall not apply to short term absences for training, vacation, or minor illness or injury.

Each party shall maintain for a minimum of three (3) years and allow access to all records, documents and papers necessary for the financial auditing of the parties' transaction.

Article VII

Duration and Termination of Agreement

The term of this Agreement shall be effective upon signing and expire on June 30, 2025. The Agreement may be extended and / or amended by mutual agreement of the County and District.

This Agreement shall become effective upon resolution duly adopted by the County Board of Supervisors of Des Moines County, Iowa and the Board of Education of the Mediapolis Community School District.

COUNTY OF DES MOINES, IOWA

By _____
Jim Carey, Chairman of the Board

MEDIAPOLIS COMMUNITY SCHOOL DISTRICT

By  _____

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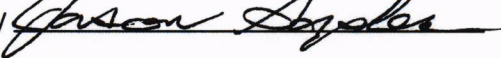
The term of this Agreement shall be effective upon signing and expire on June 30, 2025. The Agreement may be extended and / or amended by mutual agreement of the County and District.

This Agreement shall become effective upon resolution duly adopted by the County Board of Supervisors of Des Moines County, Iowa and the Board of Education of the Danville Community School District.

COUNTY OF DES MOINES, IOWA

DANVILLE COMMUNITY SCHOOL DISTRICT

By _____
Jim Carey, Chairman of the Board

By 

FILED

DEC 20 2022

DES MOINES CO. AUDITOR
BURLINGTON, IOWA

Township Officials Request for Appointment

Date: 12-14-22

To: Des Moines County Board of Supervisors

I am requesting your approval for a four-year term appointment
expiring on 12-31-2024 as
2026

Washington Township
(Name of Township)

Trustee
Tom Darbyshire
(Clerk or Trustee)

Thank You

Tom Darbyshire
(Please Print your Name)

20300 250TH ST
(Address)

Morning Sun, Ia 52640
(City & Zipcode)

319-~~000~~ 850-1675
Phone Number

Email Address (optional)

NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: REYNOLDS,Cody Employee #: J150
Title: Correctional Officer-Full Time Department: Correctional Center

STATUS CHANGES

TERMINATION

- Resignation
 Discharge
 Retirement
- Unsatisfactory Probation
 Death
 Other, Explain

Last Day Worked _____
Add Vacation Days _____ to _____
Add Sick Days _____ to _____
Add Other Days _____ to _____
Last Day Paid _____
Unpaid Days _____ to _____

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

LEAVE OF ABSENCE

- Maternity
 Medical
 Other, Explain
- Educational
 Military

Dates of Absence _____ to _____

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

Authorized by: /s/ Colter J. Levinson
Authorized by: _____

Department: Correction. Center Date: January 10, 2023
Department: _____ Date: _____

Pay Period Ending: _____ Payroll Date: _____

TRANSFER

- Permanent
 Temporary
- Voluntary
 Involuntary

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

LAY OFF

Does the employee Want
Health Insurance Continued Yes No
Does Employee Want Life
Insurance Continued Yes No
Last Day Worked _____

SALARY ADJUSTMENT

- Reclassification
 Anniversary
 Probationary
- Demotion
 Reducation
 Suspension
 Other, Explain

24 Months step increase

Previous Rate \$44,463.60/yr New Rate \$45,338.37/yr

Previous Job Title: (if changed) _____
Effective Date: January 19, 2023



KEVIN GLENDENING, SHERIFF

512 N. Main Street
Burlington, IA 52601
Phone: 319-753-8289 (Civil)
Fax: 319-754-6910



SHERIFF'S MONTHLY REPORT TO THE BOARD OF SUPERVISORS

12/01/2022 thru 12/31/2022

SHERIFF FEES	4,798.16
MILEAGE	725.71
R & B	3,460.58
INTEREST	2.52
TOTAL	<u>\$8,986.97</u>

5523.87

I, Kevin Glendening, Sheriff of Des Moines County, Iowa, do hereby certify that the above report is correct of monies collected by me as Sheriff during the period therein specified.

Kevin Glendening

KEVIN GLENDENING, SHERIFF

CLERK'S REPORT OF FEES COLLECTED

STATE OF IOWA)
DES MOINES COUNTY)

TO THE DES MOINES COUNTY BOARD OF SUPERVISORS:

I, JACKIE A MYERS, CLERK OF DISTRICT COURT OF THE ABOVE NAMED COUNTY AND STATE, DO HEREBY CERTIFY THAT THE FOLLOWING IS A TRUE AND CORRECT STATEMENT OF THE FEES COLLECTED BY ME IN MY OFFICE FOR THE MONTH OF DECEMBER , 2022 AND THE SAME HAS BEEN PAID TO THE COUNTY TREASURER, AS PER DUPLICATE VOUCHER HERETO ATTACHED.

DES MOINES COUNTY TREASURER:

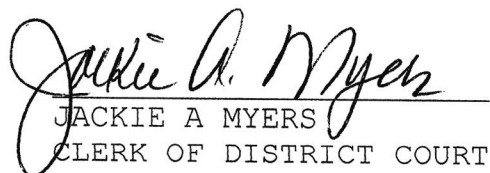
5% OF STATE FINE SURCHARGE	\$
SHERIFF FEES	3590.38
INFRACTIONS	5043.95
TOBACCO	
COUNTY ENFORCEMENT SURCHARGE	5.00
LAW LIBRARY	3.00
RECORD SECURITIES FEES	24.50
PRE-PD FEES TO SHERIFF	
GUARDIAN/CONSERVATOR BACKGROUND CHK DED	-30.00

TOTAL FEES \$8636.83

TOTAL PAID \$8636.83

CHECK No 186254

RESPECTFULLY SUBMITTED THIS 5th DAY OF JANUARY, 2023.


JACKIE A MYERS
CLERK OF DISTRICT COURT

MISCELLANEOUS RECEIPT REPORT

Date of Deposit

January 4, 2023

Please attach a tape and enter here:

\$8,636.83

Doc #	Paid By / Description	Account #	Amount	Accrued
	Fiscal year 2023-started 7/2022			
	SURCHARGE	DSC/0001-1-06-1500-251700		
186254	SHERIFF FEES	CSF/0001-1-06-1410-440000	\$3,590.38	Dec-22
186524	INFRACTIONS	DCI/0001-1-06-1000-850000	\$5,043.95	Dec-22
186254	CTY ENFORCE SURCHARGE & FINE	CES/0014-1-01-1000-850100	\$5.00	Dec-22
	PRE PAID SVC FEES TO SHERIFF	PSF/0001-1-04-1100-847000		
186254	RECORD SECURITIES CHGS	DRS/0001-1-06-1500-251700	\$24.50	Dec-22
186254	LAW LIBRARY FEES	LLF/0019-1-99-1410-847000	\$3.00	Dec-22
	TOBACCO	TOB/0009-1-05-1000-847070		
186254	GUARDIAN/CONSERVATOR BACKGROUND CHECK DEDUCTION	DCI/0001-1-06-1000-850000	-\$30.00	Dec-22

DES MOINES CO TREASURER

DATE : 1/6/2023 3:16 PM
 OPER : 6-Ctr 2
 TKBY : JULIE
 TERM : 6
 REC# : R00411654

8636.83

400 Miscellaneous Receipt 8636.83
 DMC CLERK OF COURT 8636.83
 SHERIFF FEES 3590.38
 0001-1-06-1410-440000 / -3590.38
 CO INFRACTIONS 5043.95
 0001-1-06-1000-850000 -5043.95
 CO LAW ENF SURCHARGE 5.00
 0014-1-01-1000-850100 -5.00
 RECORD SECURITIES FEES 24.50
 0001-1-06-1500-251700 -24.50
 LAW LIBRARY FEES 3.00
 0019-1-99-1410-847000 -3.00
 GUARDIAN/CONSERV BKG CK -30.00
 0001-1-06-1000-850000 30.00

Paid By: DMC CLERK OF COURT
 2-Check 8636.83 REF: 186254

8636.83
 8636.83
 0.00

APPLIED
 TENDERED
 CHANGE

The above listed revenue was received from the CLERK OF COURT office.

Treasurer's receipt number issued for this transaction: R00411654

Rpt ID : 602.8109
Rpt Date: 03-JAN-2023
Rpt Time: 03:45 PM

DES MOINES COUNTY CLERK OF COURT

TOTALS BY CITY/COUNTY FOR 602.8109 REPORTING
FOR 01-DEC-2022 TO 31-DEC-2022

CITY NAME	CHECK #	% OF FINES	100% TOBACCO FINES	5% SURCHARGE	DISM/DEPRD COSTS	TOTAL PAYMENT
BURLINGTON	186251	\$3,783.20	\$140.00	\$.00	\$327.18	\$4,250.38
CERRO GORDO COUNTY TREASURER	186252	\$23.08	\$.00	\$.00	\$.00	\$23.08
DALLAS COUNTY	186253	\$39.06	\$.00	\$.00	\$.00	\$39.06
DES MOINES COUNTY	186254	\$5,043.95	\$.00	\$5.00	\$3,567.88	\$8,616.83
DES MOINES COUNTY ATTORNEY COL	186255	\$10,364.44	\$.00	\$.00	\$.00	\$10,364.44
WEST BURLINGTON	186257	\$711.83	\$.00	\$.00	\$.00	\$711.83

6 rows selected.

January 10, 2023

The Des Moines County Board of Supervisors met in regular session at the Court House in Burlington at 9 AM on Tuesday, January 10, 2023, with Chairman Shane McCampbell, Vice-Chair Tom Broeker and Member Jim Cary present. This meeting was also held electronically via Webex and YouTube live streaming. Public input was available through board email or call in.

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

Meet with Department Heads: Maintenance Director Rodney Bliesener reported his staff is busy. County Engineer Brian Carter stated his crew is busy ditching and doing culvert work. They are taking advantage of the warmer temperatures. County Recorder Natalie Steffener reported her office is busy. SEIL CDS Ken Hyndman reported he has a SEIL meeting tomorrow to discuss the Ottumwa Regional Health Center signing a contract with SEIL. County Treasurer Janelle Nalley-Londquist stated she is hoping to wrap up interviews and get a candidate hired this week. Her office remains busy. County Attorney Lisa Schaefer stated the courts are back in session after the holidays and are busy. Assistant Land Use Administrator Jarred Lassiter reported the office is busy and they have an item on the agenda today. IT Director Colin Gerst reported his office is busy. Sheriff Kevin Glendenning reported the jail population is at 77. Danville Community School District and Mediapolis School District approved another two-year contract with the Sheriff's Department for patrol. County Auditor Sara Doty reported her office is busy. They will continue budget hearings this week.

Approval of DHS Tax Suspension list was presented. Broeker made a motion to approve and seconded by Cary.

Resolution #2023-004 to Re-Appoint Russ Fry to the Des Moines County Zoning Commission was presented. Cary made a motion to approve and seconded by Broeker.

INSERT RESOLUTION #2023-004

Payroll Reimbursement Claims in the amount of \$240.00 and \$27.16 non-cash taxable were presented. Cary made a motion to approve and seconded by Broeker.

Reports received and filed in the Auditor's Office:
Recorder's Report of Fees Collected, December 2022
Veterans Affairs, December 2022

Broeker motioned to approve the January 3rd, 2023 regular meeting minutes and seconded by Cary.

McCampbell attended a Conservation meeting.

Meeting was adjourned at 9:18 AM.

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

Shane McCampbell, Chair
Attest: Sara Doty, Auditor