

## OFFICIAL NOTICE

The Des Moines County Board of Supervisors will hold a regular session on **Tuesday, May 14<sup>th</sup>, 2024** 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 <https://desmoinescounty.iowa.gov/live/> Anyone with questions during the meeting may email the Board of Supervisors at [board@dmcounty.com](mailto:board@dmcounty.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. Resolution #2024-028 Setting Time & Date of FY24 Budget Amendment Hearing
  - B. Payroll Reimbursement Claims
  - C. Real Estate Purchase Agreement with the City of Burlington
  - D. Personnel Actions:
    1. Conservation (1)
    2. Emergency Management (1)
  - E. Reports:
    1. Sheriff's Monthly Report of Fees Collected, April 2024
  - F. Minutes for Regular Meeting on May 7<sup>th</sup>, 2024
6. Other Business
7. Future Agenda Items
8. Committee Reports
9. Public Input
10. Adjournment

Work Session Following the Meeting:

BOS / County Engineer

RE: Road Tour

**RESOLUTION SETTING TIME AND DATE OF FY24 BUDGET AMENDMENT HEARING**

**Resolution # 2024-028**

BE IT RESOLVED:

- 1) The Board of Supervisors hereby fixes the time and place for a public hearing on the FY24 budget amendment for Tuesday, May 28th, 2024, at 9:00 a.m. in the Board Room at the Des Moines County Courthouse.
- 2) The Des Moines County Budget Director is hereby directed to publish the notice and estimated summary as required by law.

APPROVED this 14th day of May, 2024.

DES MOINES COUNTY  
BOARD OF SUPERVISORS

\_\_\_\_\_  
Tom Broeker, Chairman

\_\_\_\_\_  
Jim Cary, Vice-Chairman

\_\_\_\_\_  
Shane McCampbell, Member

ATTEST: \_\_\_\_\_  
Sara Doty, Auditor

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## REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (“Agreement”) is entered by and between **DES MOINES COUNTY, IOWA** (“SELLER”), and the **CITY OF BURLINGTON, IOWA**, an Iowa municipal corporation (“BUYER”), as of the date of last signature set forth below (“Effective Date”).

SELLER is the owner of that real property (“Property”) situated in the City of Burlington, Des Moines County, Iowa, legally described and delineated as set forth on the Acquisition Plat attached hereto as “Exhibit A,” and incorporated herein by this reference, consisting of 500 square feet, more or less.

SELLER agrees to sell and BUYER agrees to purchase the Property, together with any easements and appurtenant servient estates, and subject to any easements of record for public utilities or roads, any zoning restrictions, restrictive covenants, and/or mineral reservations of record, if any, upon the following terms and conditions:

1. **PURCHASE PRICE.** The Purchase Price shall be One Dollar (\$1.00) upon performance of SELLER’S obligations and satisfaction of BUYER’S contingencies with adjustment for such closing costs as are customary or otherwise provided for in this Agreement, to be added to or deducted from this amount.

2. **REAL ESTATE TAXES.**

A. The Property is exempt from real estate taxes and shall remain exempt from real estate taxes through the date of closing.

B. BUYER shall pay all subsequent real estate taxes to the extent required by law.

3. **SPECIAL ASSESSMENTS.** The Property is exempt from special assessments and shall remain exempt from special assessments through the date of closing.

4. **RISK OF LOSS AND INSURANCE.** SELLER shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs.

5. **POSSESSION AND CLOSING.** If BUYER timely performs all obligations, exclusive possession of the Property shall be delivered to BUYER on the date of closing, free of any and all leasehold interests or tenancies. Any adjustments of rent, insurance, interest, and all charges attributable to SELLER’S possession shall be made as of the date of closing. This transaction shall be considered closed, and BUYER shall take possession, upon the filing of title transfer documents and receipt of all funds due at closing from BUYER under this Agreement. Closing shall be held on such date as the parties may mutually agree, but not later than \_\_\_\_\_, 2024.

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6. **CONDITION OF PROPERTY.** SELLER makes no warranties, expressed or implied, as to the condition of the Property and BUYER shall take possession to the Property “as is.” BUYER acknowledges BUYER has made a satisfactory inspection of the Property and is purchasing the Property in its existing condition.

7. **TITLE.** BUYER shall obtain a lien search for the Property, at BUYER’S expense. Such lien search shall show marketable title in SELLER in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. SELLER shall promptly cooperate with every reasonable effort to perfect title. If closing is delayed due to SELLER’S inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten (10) days written notice to the other party.

8. **DEED.** Upon payment of the Purchase Price, SELLER shall convey the Property to BUYER by Warranty Deed prepared by BUYER at BUYER’S expense.

9. **SURVEY.** BUYER, at its expense, may have the Property surveyed and certified by a registered land surveyor prior to closing.

10. **USE OF PURCHASE PRICE.** At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

11. **ENVIRONMENTAL MATTERS.**

A. SELLER warrants to the best of its knowledge and belief there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLER has done nothing to contaminate the Property with hazardous wastes or substances. SELLER warrants the Property is not subject to any local, state, or federal judicial or administrative action, investigation, or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks.

B. BUYER may at its expense, at any time prior to closing, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions, or wastes located on the Property. In the event any hazardous materials, substances, conditions, or wastes are discovered on the Property, BUYER’S obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYER. However, in the event SELLER is required to expend any sum to remove any hazardous materials, substances, conditions or wastes, SELLER shall have the option to cancel this transaction and declare this Agreement null and void. The expense of any inspection shall be paid by BUYER. The expense of any action necessary to remove or otherwise make safe any hazardous material,

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substances, conditions, or waste shall be paid by SELLER, subject to SELLER'S right to cancel this transaction as provided above.

12. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** SELLER represents and warrants to BUYER the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

13. **NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

14. **GENERAL PROVISIONS.** In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLER and BUYER. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context.

15. **REMEDIES OF PARTIES.**

- A. If BUYER fails to timely perform this Agreement, SELLER may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLER'S option, upon thirty (30) days written notice of intention to accelerate the payment of the entire balance because of BUYER'S default (during which thirty days the default is not corrected), SELLER may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.
- B. If SELLER fails to timely perform this Agreement, BUYER has the right to have all payments made returned to it and declare this Agreement null and void.
- C. BUYER and SELLER are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

16. **REAL ESTATE AGENT OR BROKER.** Neither party has used the service of a real estate agent or broker in connection with this transaction.

17. **CERTIFICATION.** BUYER and SELLER each certify that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of



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Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorneys' fees and costs) arising from or related to any breach of the foregoing certification.

18. **APPROVAL BY CITY COUNCIL AND BOARD OF SUPERVISORS.** This Agreement shall be expressly contingent upon approval by the City Council for Burlington, Iowa, for BUYER, and by the Des Moines County Board of Supervisors, for SELLER.

19. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute the same instrument, even though all parties are not signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Agreement by electronic means such as PDF or a similar format. BUYER and SELLER agree that delivery of the Agreement by electronic means shall have the same force and effect as delivery of original signatures and that each of the parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.

20. **ADDITIONAL PROVISIONS.** None if none listed.

21. **EXECUTION.** When and if executed by both SELLER and BUYER, this Agreement shall become a binding contract.

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**SELLER**

**DES MOINES COUNTY, IOWA**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

By: \_\_\_\_\_

\_\_\_\_\_, Des Moines County  
Board of Supervisors

Address: 513 N Main St.  
Burlington, IA 52601

Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

**BUYER**

**CITY OF BURLINGTON, IOWA,**  
an Iowa municipal corporation

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

By: \_\_\_\_\_  
Jon D. Billups, Mayor

Attest:

\_\_\_\_\_  
Katie Music, City Clerk

Address: 400 Washington Street  
Burlington, IA 52601

Telephone: (319) 753-8124

**SELLER**

**DES MOINES COUNTY, IOWA**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

By: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, Des Moines County  
Board of Supervisors

Address: 513 N Main St.  
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Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

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# RIGHT OF WAY ACQUISITION AGENCY STREET IMPROVEMENTS

IOWA DOT PROJECT NO. STBG-SWAP-0977(658)--SG-29

CITY OF BURLINGTON, DES MOINES COUNTY, IOWA

EXHIBIT "A"

**ACQUISITION DESCRIPTION**

The South 20.00 feet of the East 25.00 feet of Parcel G in the Southeast 1/4 of Section 31, T70N R2W of the 5th P.M., City of Burlington, Des Moines County, Iowa.

Described Right of Way Acquisition contains 500 S.F. and is subject to easements and other restrictions of record.

**PROPERTY OWNER:**

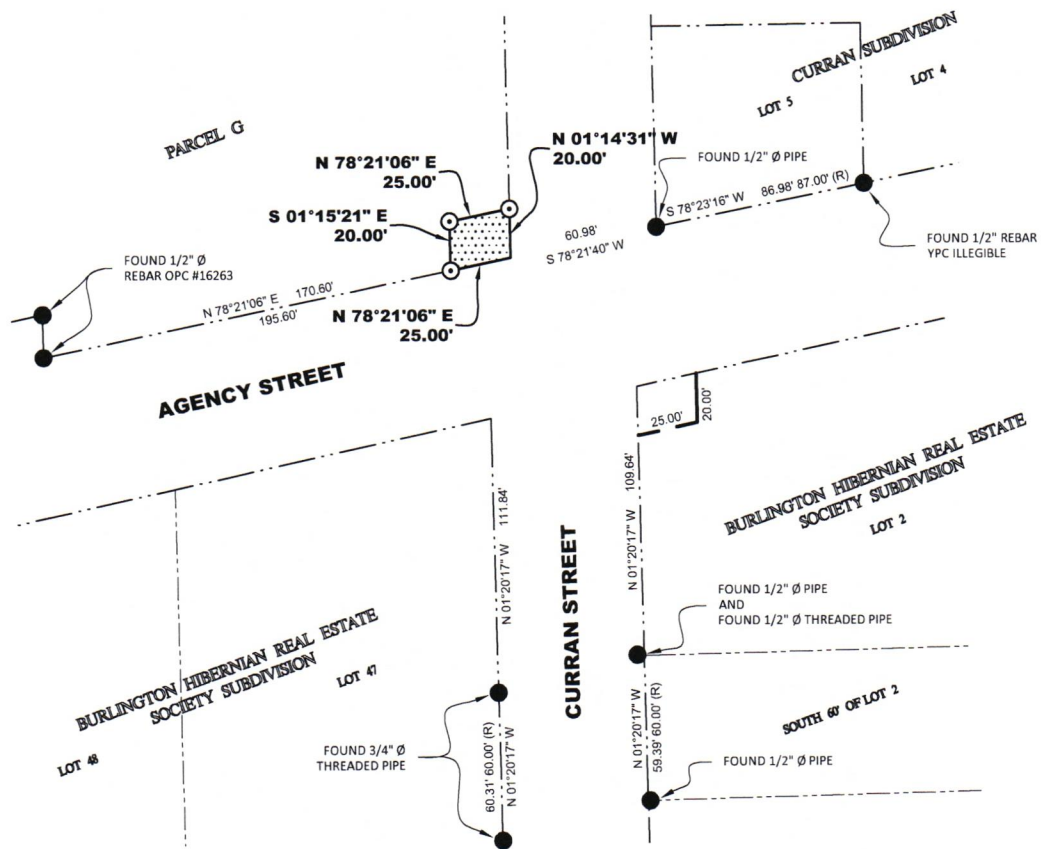
Des Moines County

**MAILING ADDRESS**

513 N. Main Street  
Burlington, IA 52601

**LEGAL DESCRIPTION**

Parcel G a Part of the Southeast 1/4 of Section 31, T70N R2W of the 5th P.M., City of Burlington, Des Moines County, Iowa, as per Survey filed May 22, 2014, recorded as Doc. No. 2014-002187, in the Office of the Recorder of Des Moines County, Iowa.



LEGEND	
	SET 3/4" Ø PIPE OPC #19828
	FOUND-AS LABELED ORANGE PLASTIC CAP
	FOUND-AS LABELED YELLOW PLASTIC CAP
	PROPOSED ACQUISITION
	EXISTING PROPERTY LINE
	PREVIOUSLY RECORDED AS
	(R)

	I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
	<i>Bradley R. Geater</i> 5-7-2024 DATE
	BRADLEY R. GEATER, P.L.S., P.E. LICENSE NUMBER 19828 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025. PAGES OR SHEETS COVERED BY THIS SEAL: THIS PLAT

# RIGHT OF WAY ACQUISITION AGENCY STREET IMPROVEMENTS

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**PROPERTY OWNER:**

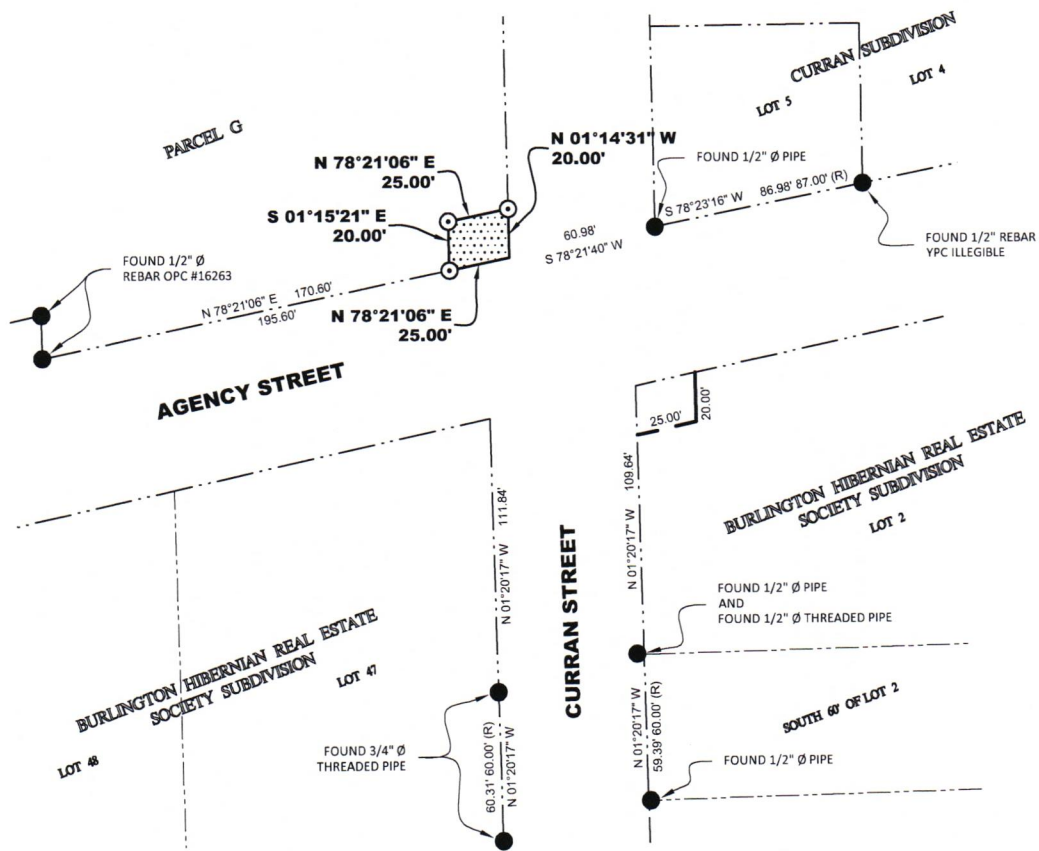
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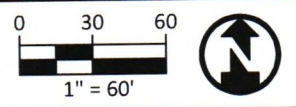
*Bradley R. Geater*      5-7-2024  
DATE

BRADLEY R. GEATER, P.L.S., P.E.  
LICENSE NUMBER 19828.  
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025.  
PAGES OR SHEETS COVERED BY THIS SEAL: THIS PLAT

S:\IHO\ECTS\2023\230094 - IHO Agency Ind Burlington Survey 05 Design\CS&S\Survey\Plan\230094 ROW Acq.plt(1).dwt

**AXIOM**  
CONSULTANTS  
WWW.AXIOM-CON.COM | (319) 519-6220

SHEET TITLE: <b>ACQUISITION PLAT</b>	PROJECT MANAGER: <b>BRG</b>
PROJECT NAME: <b>AGENCY STREET</b>	PROJECT NO.: <b>230094</b>
	DATE ISSUED: <b>5/7/2024</b>
	CURRENT REV: <b>A</b>
	SHEET NUMBER: <b>1.0</b>



# NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Grant Swanson Employee # : \_\_\_\_\_  
Title: Conservation Intern Department: Conservation

## 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:   
Authorized by: Chris Lee

Department: Conservation Date: 5/7/2024  
Department: \_\_\_\_\_ Date: \_\_\_\_\_

Pay Period Ending: 5/24/2024 Payroll Date: 5/31/2024

### TRANSFER

Permanent  
 Temporary  
 Voluntary  
 Involuntary

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

### LAY OFF

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

### SALARY ADJUSTMENT

New Hire  
 Anniversary  
 Promotion  
 Probationary  
 Demotion  
 Reduction  
 Suspension  
 Other, Explain

Previous Rate \_\_\_\_\_ New Rate \$15.50/hr

Previous Job Title: (if changed) \_\_\_\_\_

Effective Date: May 13, 2024



# NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Shannon Prado Employee #: \_\_\_\_\_  
Title: Emergency Management Coordinator Department: Emergency Management Agency

## STATUS CHANGES

### TERMINATION

Resignation     Unsatisfactory Probation  
 Discharge     Death  
 Retirement     Other, Explain

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

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

### LEAVE OF ABSENCE

Maternity     Educational  
 Medical     Military  
 Other, Explain

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

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

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

### TRANSFER

Permanent     Voluntary  
 Temporary     Involuntary

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

### LAY OFF

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

### SALARY ADJUSTMENT

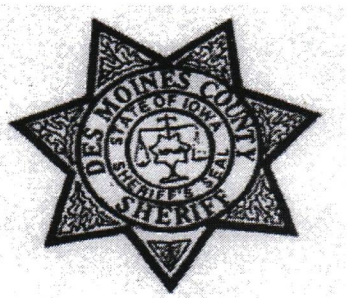
New Hire (Check # of Hours)     Probationary  
 74.77 Hours     Demotion  
 80 Hours     Reduction  
 Anniversary     Suspension  
 Promotion     Other, Explain

6-month step increase \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Previous Rate \$57,460.00 New Rate \$61,051.25  
Previous Job Title: (if changed) \_\_\_\_\_  
Effective Date: May 6, 2024

Authorized by: \_\_\_\_\_ Department: Emergency Management Commission Date: 5/7/24  
Authorized by: Shannon Prado Department: \_\_\_\_\_ Date: \_\_\_\_\_

Pay Period Ending: 5-11-24 Payroll Date: 5-17-24



**KEVIN GLENDENING, SHERIFF**

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

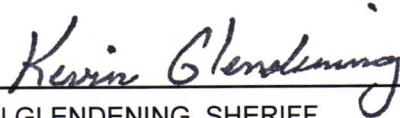


**SHERIFF'S MONTHLY REPORT TO THE BOARD OF SUPERVISORS**

04/01/2024 thru 04/30/2024

SHERIFF FEES	7,777.89	} 8413.77
MILEAGE	635.88	
R & B	5,176.90	
INTEREST	3.75	
TOTAL	<u>\$13,594.42</u>	

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, SHERIFF

May 7, 2024

The Des Moines County Board of Supervisors met in regular session at the Court House in Burlington at 9:00 AM on Tuesday, May 7, 2024, with Chair Tom Broeker, Vice-Chair Jim Cary, and Member Shane McCampbell 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.

Meeting with Department Heads: County Auditor Sara Doty asked all Department Heads to get her their appointment letters. Her office is busy preparing for the upcoming Primary Election. IT Director Colin Gerst stated his office is busy. Sheriff Kevin Glendening reported the Youth Academy graduation was held last week. There were 8 area youth that participated and all 8 graduated. He stated this group of kids were extremely social, outgoing, and very fun to work with. The jail population is at 86. Assistant Land Use Administrator Jarred Lassiter reported their office is busy. Conservation Director Chris Lee reported the rain we've received has held back a few of the projects they are working on at Big Hollow. The campground project is going well. County Treasurer Janelle Nalley-Londquist reported her office sent out delinquent property tax notices last week and are working on the publication for property tax sale. MHASEI CDS Director Ken Hyndman gave a Mental Health Region update. Safety Director Angela Vaughan reported her office is busy. County Attorney Lisa Schaefer reported the legislation just passed \$3 an hour raises for Contract Attorney's. There is a large need for Attorney's in the state of Iowa. Public Health Director Christa Poggemiller reported that the new Public Health building is coming along great. County Engineer Brian Carter reported Golf Course Road is making progress. Of course, with the rain we have received, it has held things back some. He would like to thank the local property owners in that area for being very patient during this time. County dust control started yesterday and should be completed this week.

McCampbell received correspondence from Dave Brown on 115<sup>th</sup> St., reporting that there are sticks in the road by his property.

Approval of Accounts Payable Claims in the amount of \$1,045,337.41 were presented. Cary made a motion to approve and was seconded by McCampbell.

Personnel Action – Conservation – Trenton Gebhardt, Conservation Intern, New Hire, \$16.50 hourly effective 5/13; Bryce Wade, PT Conservation Tech, New Hire, up to 29 hours a week, \$17 hourly effective 5/8. McCampbell made a motion to approve and was seconded by Cary. Sheriff – Klay Foster, Deputy, 12-month step increase, new rate of \$57,190.28 yearly effective 4/27; Brett Haubrich, Deputy, 12-month step increase, \$57,190.28 yearly effective 4/28. Cary made a motion to approve and was seconded by McCampbell. Correctional Center – Caitlin Davis, PT Cook, new rate of \$16.58 hourly effective 4/30. McCampbell made a motion to approve and was seconded by Cary.

Reports:

Recorder's Monthly Report of Fees Collected, April 2024

McCampbell motioned to approve the April 30<sup>th</sup>, 2024, regular meeting minutes and was seconded by Cary.

The meeting was adjourned at 9:36 AM.

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

Tom Broeker, Chair

Attest: Sara Doty, County Auditor