

## OFFICIAL NOTICE

The Des Moines County Board of Supervisors will hold a regular session on **Tuesday, August 22<sup>nd</sup>, 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](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. 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Agreement
  - C. Class C Liquor License – Yarmouth Filling Station – Renewal
  - D. Approval of IDOT Agreement No. 2024-C-005
  - E. Personnel Actions:
    1. Maintenance (1)
  - F. Minutes for Regular Meeting on August 15<sup>th</sup>, 2023
6. Other Business
7. Future Agenda Items
8. Committee Reports
9. Public Input
10. Adjournment

Work Sessions Following the Meeting:

BOS / County Engineer

RE: Project Tour

CITY CLERK  
CONTRACT NO.

THE STATE OF Iowa

KNOW ALL BY THESE PRESENT

COUNTY OF Des Moines

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF Burlington, Iowa AND COUNTY OF Des Moines**

**BJA FY 23 Edward Byrne Memorial Justice Assistance Grant Program**

This Agreement is made and entered into this **21st day of August 2023**, by and between The COUNTY of Des Moines acting by and through its governing body, the Board of Supervisors, hereinafter referred to as COUNTY, and the CITY of Burlington acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Des Moines County, State of Iowa, witnesseth:

**WHEREAS**, this Agreement is made under the authority of Sections 28E of the Code of Iowa: and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

**WHEREAS**, the CITY and COUNTY believe it to be in their best interests to allocate the JAG funds.

**NOW THEREFORE, the COUNTY and CITY agree as follows:**

**Section 1.**

CITY and COUNTY agrees to spend up to \$20,027.00 for the purchase of two (2) OSCR360 capture kits, desktop software and necessary training; one for use by CITY and one for use by COUNTY law enforcement personnel. If COUNTY finds the JAG funded equipment no longer useful to COUNTY law enforcement personnel, said equipment will be returned to CITY.

**Section 2.**

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the IOWA Tort Claims Act.

**Section 3.**

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the IOWA Tort Claims Act.

**Section 4.**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the vehicle by the other party.

**Section 5.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 6.**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF BURLINGTON

COUNTY OF DES MOINES

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Mayor

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County Board of Supervisors

ATTEST:        APPROVED AS TO FORM:

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City Clerk

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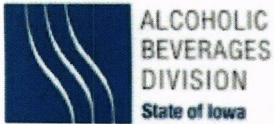
County Attorney

APPROVED AS TO FORM:  
Contract Authorization

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City Attorney

\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).



# State of Iowa

Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY

Yarmouth Filling Station Grille Inc.

NAME OF BUSINESS(DBA)

Yarmouth Filling Station

BUSINESS

(319) 865-3240

ADDRESS OF PREMISES

20478 Eastern Ave

PREMISES SUITE/APT NUMBER

CITY

Yarmouth

COUNTY

Des Moines

ZIP

52660

MAILING ADDRESS

20478 Eastern Ave

CITY

Yarmouth

STATE

Iowa

ZIP

52660

## Contact Person

NAME

Ellis Ahrens

PHONE

(563) 357-3875

EMAIL

skivchef@aol.com

## License Information

LICENSE NUMBER

LC0043768

LICENSE/PERMIT TYPE

Class C Retail Alcohol License

TERM

12 Month

STATUS

Submitted  
to Local  
Authority

TENTATIVE EFFECTIVE DATE

Sep 1, 2023

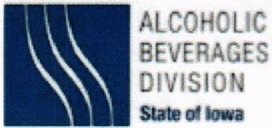
TENTATIVE EXPIRATION DATE

Aug 31, 2024

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Retail Alcohol License



PRIVILEGES

Catering, Outdoor Service

**Status of Business**

BUSINESS TYPE

Corporation

**Ownership**

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Ellis Ahrens	Mt Pleasant	Iowa	52641	President	100.00	Yes

**Insurance Company Information**

INSURANCE COMPANY

Integrity Insurance

POLICY EFFECTIVE DATE

Sep 1, 2023

POLICY EXPIRATION DATE

Sep 1, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE  
DATE

OUTDOOR SERVICE EXPIRATION  
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE  
DATE

TEMP TRANSFER EXPIRATION  
DATE



**IOWA DEPARTMENT OF TRANSPORTATION  
Preconstruction Agreement  
For Primary Road Project**

County	<u>Des Moines</u>
Project No.	<u>NHSX-061-2(110)--3H-29</u>
Iowa DOT	
Agreement No.	<u>2024-C-005</u>
Staff Action No.	<u></u>

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated "DOT," and Des Moines County, Iowa, a Local Public Agency, hereinafter designated "LPA," in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to U.S. 61 within Des Moines County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereafter provided; and

The DOT and the LPA previously entered into the following agreement for the above referenced project: Agreement No. 2023-C-097 for right of way acquisition was executed by the LPA and DOT on May 30, 2023 and June 1, 2023 respectively; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

**1. Project Information**

- a. The DOT shall design, let, and inspect construction of the following described project in accordance with the project plans and DOT Standard Specifications:

Portland Cement Concrete (PCC) paving of U.S. 61 from north of Mediapolis to 0.5 Miles north of Iowa 78.

- b. Upon completion of construction, the LPA agrees to retain ownership and jurisdiction of the following referenced improvements as identified below. The LPA shall also assume responsibility for all future maintenance operations associated therewith, all at no additional expense or obligation to the DOT:
- i. Ten (10) inch PCC paved fillets shall be constructed at the following locations (see Exhibit A):
- (a) Station 1867+81.1 Left, the existing connection of 240<sup>th</sup> Street shall be relocated slightly to the east and reconstructed at U.S. 61. A thirty (30) foot wide by fifty (50) foot long fillet shall be constructed at the gravel road intersection.
  - (b) Station 1894+22.73 Right, the existing connection of 245<sup>th</sup> Street shall be relocated slightly to the east and reconstructed at U.S. 61. A thirty-one (31) foot wide by fifty (50) foot long fillet shall be constructed at the gravel road intersection.
  - (c) Station 1977+10 Right, the existing connection of 260<sup>th</sup> Street shall be relocated slightly to the north and reconstructed at U.S. 61. A thirty-two (32) foot wide by fifty (50) foot long fillet shall be constructed at the gravel road intersection.
- c. Paving of granular secondary road approaches beyond 10 feet from the edge of the primary road pavement shall be 100% LPA cost based on the estimated quantities as shown on Exhibit B.

## **2. Project Costs**

- a. The LPA shall reimburse the DOT for its share of the project costs estimated at \$79,100.00, as shown in Exhibit B. The amount paid by the LPA upon completion of construction and billing by the DOT shall be determined by the actual quantities in place and the accepted bid at the contract letting.
- b. The DOT shall bear all costs except those allocated to the LPA under other terms of this Agreement.

## **3. Traffic Control**

- a. U.S. 61 through-traffic shall be maintained during the construction.
- b. The DOT shall temporarily close the highway project area by formal action in accordance with Iowa Code section 306.41. U.S. 61 through-traffic shall be detoured off of the project. The LPA shall authorize the DOT to erect and maintain signs within its jurisdiction, consistent with Part 6 of the "Manual on Uniform Traffic Control Devices," as necessary to direct traffic to and along said detour route during the construction period. The DOT shall also remove said signs when the detour is discontinued. Details shall be shown on the traffic control sheet(s) within the project plans. A separate detour agreement shall be negotiated and the LPA shall be eligible for compensation for the detour in accordance with the DOT Detour Policy.
- c. If it becomes necessary to temporarily close LPA side roads during construction, the DOT shall furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the project also at no expense or obligation to the LPA. The DOT shall work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project related LPA road closures shall be the responsibility of the LPA all at no expense or obligation to the DOT.

## **4. Right of Way and Permits**

- a. The DOT shall be responsible for the coordination of utility facility adjustments for the primary road project.

## **5. Construction & Maintenance**

- a. Upon completion of the project, no changes in the physical features thereof shall be undertaken or permitted without the prior written approval and consent of the DOT.
- b. Future maintenance of the primary highway within the project area shall be carried out in accordance with the terms and conditions contained in Instructional Memorandum 7.110.
- c. If necessary, the DOT shall relocate at project cost all existing LPA-owned destination lights and signs which require adjustment as part of this project (if any). If the LPA chooses to perform relocation of the LPA-owned lighting and signing, the DOT shall reimburse the LPA for said relocations upon receipt of a properly documented billing from the LPA. Any destination lights which require adjustment as part of this project which are owned by a utility company and rented to the LPA shall be relocated by the utility company at no cost to the project.

## **6. General Provisions**

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall provide notice of the modification, amendment or revision to the DOT within 14 calendar days of the LPA's receipt of a subsequent FIS or modification. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is

affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall provide notice of the FIS to the DOT within 14 calendar days. The LPA agrees to defend, indemnify and hold the DOT harmless from any and all claims, costs, and damages arising from or related to the LPA's failure to timely provide an FIS or and FIS modification to the DOT in accordance with this provision.

- b. The LPA shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Title VI of the Civil Rights Act of 1964 and Iowa Code Chapter 216. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both (all) parties that no third-party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements shall remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed amendment to this document.



January 2023

**IN WITNESS WHEREOF**, each of the parties hereto has executed Agreement No. 2024-C-005 as of the date shown opposite its signature below.

**BOARD OF SUPERVISORS OF DES MOINES COUNTY:**

By: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_.  
Chairperson

ATTEST:

By: \_\_\_\_\_  
County Auditor

**IOWA DEPARTMENT OF TRANSPORTATION:**

By: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_.  
Robert A. Younie, P.E.  
District Engineer  
District 5



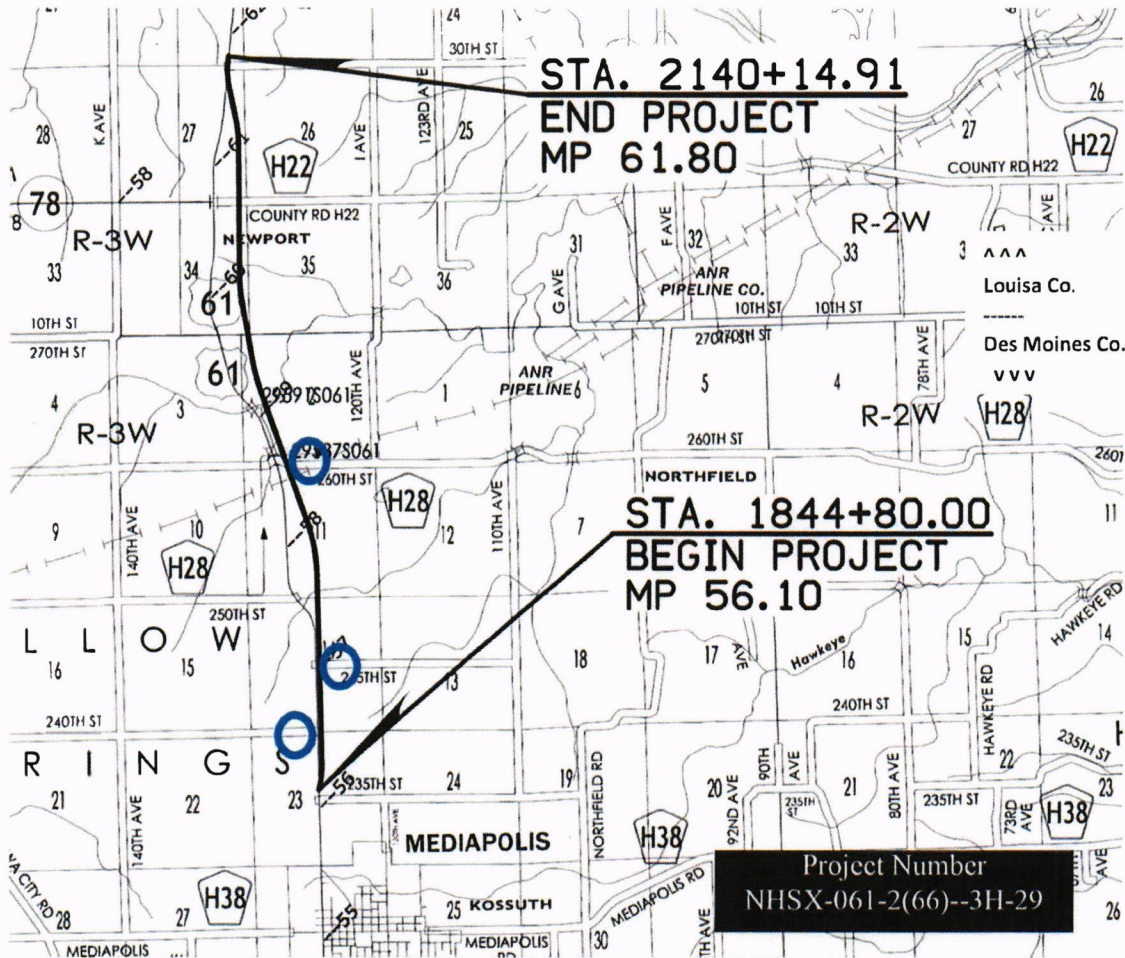
## US 61, Section 3 Location Map

EXHIBIT A

Paving: FY '26, NHSX-061-2(110)-3H-29 (Des Moines County)

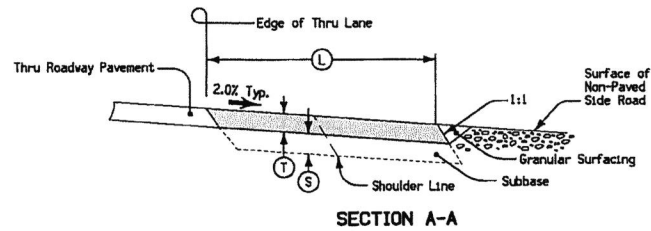
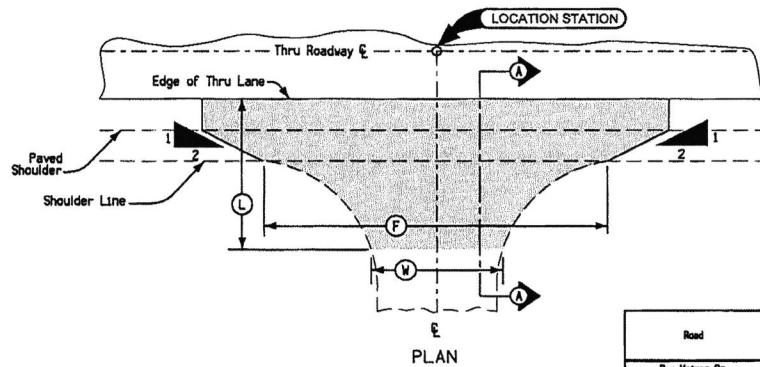


= Proposed PCC fillet locations, 240<sup>th</sup> St., 245<sup>th</sup> St., 260<sup>th</sup> St.



Project Number  
NHSX-061-2(66)--3H-29

FY '24 Grading Project (66)

[illegible]

Special shaping of surface prior to placement of fillet or fillet extension may be required by the Engineer and is incidental to other work on the project.

Pavement and subbase quantities not included with mainline quantities.

### FILLET EXTENSION FOR NON-PAVED SIDE ROADS

## Preliminary

**Side Road Connection: Estimated Construction Cost by Iowa DOT**  
**US Highway 61: North of Mediapolis to 0.5 miles North of Iowa 78**

Project: NHSX-061-2(110)--3H-29 PIN 97-29-061-010-03

Construction Letting: July 15, 2025 (FY 2026)

6-26-2023 Des Moines Co, PCC Paving of Gravel Side Road intersections

						\$ AMOUNT
LOCATION	ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE \$	
See typical 7149 for information, 3 side roads						
	2111-8174100	Granular Subbase	SY	1348	\$9.00	\$12,132.0
	2301-1003100	Std / S-F PCC Pav't, QM-C CI 3, 10"	SY	1337	\$40.20	\$53,747.4
Subtotal						\$65,879
20% Contingency						\$13,176
Total:						\$79,055
Approx. Adjustment for price increases since US 61 Section 1 (68) Oct. 15 2019 bid proposal 29-0612-068 > >						
(rounded to nearest \$100) TOTAL						\$79,100

EXHIBIT B

Note 1: A draft Iowa DOT / Keokuk Co Preconstruction agreement potentially will be prepared, by the Iowa DOT based upon an agreed amount of const. work.

Note 2: Contract, Bid Unit Prices are used from a US 61 Section 1 bid Oct.15th, 2019 The Actual costs will ultimately be based on the (10) actual quantities used and the actual contract unit price.

Note 3: June 5, 2023 an inquiry was emailed to Brian Carter, Des Moines Co Engr.

Note 4: Brian Carter asked for a cost for paving gravel side road intersections the same way as Section 1, north of Burlington.

Note 5: The street may be able to be paved 1/2 at a time, but a temporary closure could be helpful to improve the quality of the end product. Temporary Gravel road detours may need to be provided per TC-252, situation 3 (

Note 6: See Location Map on included worksheet tab.

Note 7: The estimate was prepared by the Iowa DOT, District 5 Design Office in Fairfield

Note 8: \$ 79,100 estimate HMA Pavement was sent to County on 6 26 2023

pw:\NTPwint1.dot.int.lan:PWMMain\Documents\Projects\2906101097\DistrictDesign\DOCS\Agreement Sec 3 Des Moines Sideroads\US 61 (110) - side road Des Moines Co - 6-26-23.xls

# NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Alex Schnedler Employee # : \_\_\_\_\_  
Title: Lead Maintenance Department: Maintenance

## 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 ☐ Demotion  
☒ Anniversary ☐ Reduction  
☐ Promotion ☐ Suspension  
☐ Probationary ☐ Other, Explain \_\_\_\_\_

**24 MONTH STEP INCREASE**

**Effective August 23, 2023**

Previous Rate \$38,460.36 New Rate \$39,375.96  
Previous Job Title: (if changed) \_\_\_\_\_  
Effective Date: \_\_\_\_\_

Authorized by: Rodney B. Blumner Department: Maintenance Date: August 14, 2023  
Authorized by: \_\_\_\_\_ Department: \_\_\_\_\_ Date: \_\_\_\_\_

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



August 15, 2023

The Des Moines County Board of Supervisors met in regular session at the Court House in Burlington at 9 AM on Tuesday, August 15, 2023, with Chair 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.

Meeting with Department Heads: Public Health Director Christa Poggemiller stated that their clinics are busy getting kids prepared for back to school. Safety Director Angela Vaughan was in attendance. Maintenance Director Rodney Bliesener reported his crew is busy. MHASEI CDS Director Ken Hyndman reported he attended a First Resources kick-off meeting in Ottumwa. Sheriff Kevin Glendening stated the Sheriff's Department is hosting a rescue task force training. He also has two new Deputies that will begin the academy on Monday and one new Deputy that will begin working Monday. The jail population is 90. IT Director Colin Gerst reported his office is busy. Assistant Land Use Administrator Jarred Lassiter reported their office is busy. They received their first permit associated with the new Wind Ordinance last week. Assistant County Attorney Trent Henkelvig was present for a work session. County Auditor Sara Doty reported her office will be conducting a Special Election on September 12<sup>th</sup> for the Burlington Community School District. She will be attending ISAC in Des Moines next week for training along with the other Elected Officials. County Engineer Brian Carter reported the bridge project on Highway 99 is moving along. They are currently working on the south side of the bridge. Conservation Director Chris Lee stated the Retirement party for Pat Rogge was held this past weekend. They also had the end of Summer event at Starr's Cave, and they had a great turnout.

No correspondence was received.

Approval of Accounts Payable Claims in the amount of \$901,989.20 was presented. Cary made a motion to approve and was seconded by Broeker.

Approval of Supplemental Agreement No. 1 for Final Design for Des Moines County Bridge FR – 14/FHWA#143200. Project # BHOS – C029(94) – 5N-29 was presented. County Engineer Brian Carter spoke on behalf of this project. Broeker made a motion to approve and was seconded by Cary.

Approval of Supplemental Agreement No. 1 for Final Design for Des Moines County Bridge PG – 27/FHWA#143945. Project # BHOS – C029(93) – 63-29 was presented. Broeker made a motion to approve and was seconded by Cary.

A request for Tax Abatement for Parcel #02-25-303-0104 was presented. Broeker made a motion to approve and was seconded by Cary.

Approval of a Class C Liquor License, Fork Catering, for August 19<sup>th</sup> was presented. Cary made a motion to approve and was seconded by Broeker.

Approval of Resignation of Civil Service Commission Secretary was presented. Broeker made a motion to approve and was seconded by Cary.

Approval of Appointment to the Civil Service Commission Secretary was presented. Cary made a motion to approve and was seconded by Broeker.

Resignation of a Compensation Board Member was presented. Broeker made a motion to approve and was seconded by Cary.

Approval of Personnel Actions for County Attorney – Nathaniel Bennett, Legal Intern, Resignation upon Internship Completion effective 7/18. Cary made a motion to approve and was seconded by Broeker. Correctional Center – Jalon Lacy, Full Time Correctional Officer, Discharge effective 8/6; Kenyetta Rooks, Full Time Correctional Officer, 18-Month Anniversary, New rate of \$45,908.66 effective 8/9; Joe Dolph, Sergeant, 12-Month step increase, New rate of \$57,437.08 effective 8/12. Broeker made a motion to approve and was seconded by Cary. Treasurer – Jillian Allen, Clerk II MV Department, 6-Month Anniversary, New rate of \$34,018.31 effective 8/14. Cary made a motion to approve and was seconded by Broeker.



Reports received and filed in the Auditor's Office:

1. Veteran's Affairs Monthly Report, July 2023

Broeker motioned to approve the August 8<sup>th</sup>, 2023, regular meeting minutes and seconded by Cary.

Future Agenda Items: Animal Control Ordinance Work Session August 29<sup>th</sup>.

Broeker attended a Grow Greater Burlington and Mental Health Agency of Southeast Iowa Meeting. McCampbell attended an Iowa Workforce Meeting and Cary attended a RUSS Meeting.

The meeting was adjourned at 9:47 AM.

Following the board meeting, two work sessions were held. The first work session was with the Senior Citizen Center requesting funding. The second work session was with Southeast Iowa Regional Planning Commission in regard to the Solar Energy Ordinance.

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

Shane McCampbell, Chair

Attest: Sara Doty, County Auditor