

OFFICIAL NOTICE

The Des Moines County Board of Supervisors will hold a regular session on **Tuesday, May 31st, 2022** at 9:00 A.M. in the public meeting room at the Des Moines County Courthouse.

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

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

TENTATIVE AGENDA:

1. Pledge of Allegiance
2. Changes to Tentative Agenda
3. Meet with Department Heads / Elected Officials
4. Correspondence
5. Discussion / Vote:
 - A. 2nd Public Hearing for Amendment to Zoning Ordinance #34 to change the Official Zoning Map
 - B. Resolution #2022-038 Approving Conditions to Rezoning Request by Young House Family Services, Inc.
 - C. 28E Agreement for Funding for General Assistance
 - D. Resolution #2022-039 Establishing an Administrator for the General Assistance Program
 - E. 28E Agreement with RUSS for Environmental Health Services Coverage
 - F. Accounts Payable Claims
 - G. Payroll Reimbursement Claims
 - H. Appoint ICAP Insurance Agent Representative
 - I. Personnel Actions
 1. Secondary Roads (2)
 - J. Reports:
 1. Iowa & Middletown Railway LLC – Abandonment Exemption
 - K. Minutes for Regular Meeting on May 24th, 2022
6. Other Business
7. Future Agenda Items
8. Committee Reports
9. Public Input
10. Adjournment

Work Sessions held after the meeting:

BOS / County Engineer

RE: Project Tour

AMENDMENT TO ZONING ORDINANCE #34

An ordinance amending Division 10, Section E of the Des Moines County Zoning Ordinance to change the Official Zoning Map so that the following legally described property:

Lots Number 1, 2 and 3 in LOTT ESTATES SUBDIVISION, in Part of the Northwest Quarter of Section 30, Township 69 North, Range 2 West of the 5th P.M. in Des Moines County, Iowa, as per Plat filed December 27, 1985, recorded in Plat Book 13, Page 307, in the Office of the Recorder of Des Moines County, Iowa, and Part of the Northeast Quarter of the Northeast Quarter of Section 30, Township 69 North, Range 2 West of the 5th P.M. in Des Moines County, Iowa, more particularly described as follows: Commencing at a concrete monument which marks the Northeast corner of the said Section 30; thence South on the East line of Section 30, 1,235.60 feet to the point of beginning; thence continuing South 95.00 feet; thence South 89°35' West 848.76 feet; thence North 32°54' East 133.40 feet; thence South 89°12' East 776.37 feet to the point of beginning, containing 1.77 acres more or less. SUBJECT to and BENEFITED by Easements or Agreements of record. Together with the roadway easements and recorded easement and well maintenance agreement, and subject to the recorded roadway easements.

is hereby rezoned from the "R-1" Single and Two-Family Residential to the "C-1" General Commercial District, with the following condition, agreed to by the property owner and the Board of Supervisors as specified in Resolution 2022-038, which shall only be modified by further action from the Board of Supervisors:

That, apart from any uses that are also listed as Permitted Principal Uses in the "R-1" or "R-2" Districts, the only Permitted Principal Uses allowed on the properties shall be those that fit the definition of the following terms, as defined by the Des Moines County Zoning Ordinance:

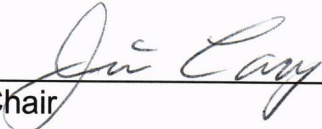
Social Service Provider: A facility that is typically run by a public agency or non-profit entity for the purpose of providing the general public with services related to behavioral counseling, child/juvenile development, disability assistance, homelessness/poverty, substance abuse, or veterans' assistance. Such a use does not involve overnight stays, and any similar facility providing lodging shall be considered a 'Nursing Home or Similar Care Facility'.

Nursing Home or Similar Care Facility: An institutional facility where both short and long-term care is provided for three (3) or more persons with limited ability to care for themselves due to age, illness, and/or a physical or developmental disability. Does not contain equipment or facilities for performing surgery and does not provide care for persons with contagious diseases, as distinguished from a hospital.

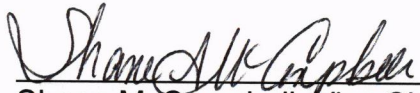
EFFECTIVE DATE. This ordinance shall be in effect after final passage, approval and publication as provided in the Code of Iowa 331.302.

Approved and Adopted this 31st day of May, 2022.

DES MOINES COUNTY BOARD OF SUPERVISORS



Jim Cary, Chair



Shane McCampbell, Vice Chair

Tom Broeker, Member

ATTEST: _____
Terri Johnson, County Auditor

1st Reading
APPROVED
MAY 24 2022

BOARD OF SUPERVISORS

**DES MOINES COUNTY
BOARD OF SUPERVISORS
RESOLUTION #2022-038**

WHEREAS Young House Family Services, Inc. have requested an amendment to the Des Moines County Zoning Ordinance, to rezone four parcels of land on Sullivan Slough Road from the "R-1" Single and Two-Family Residential District to the "C-1" General Commercial District, and

WHEREAS following a public hearing held at its meeting on Tuesday, May 3, 2022, the Des Moines County Zoning Commission voted 4-0 to recommend approval of a request to rezone the property from "R-1" to "C-1", but with the following added condition: "That, apart from any uses that are also listed as Permitted Principal Uses in the "R-1" or "R-2" Districts, the only Permitted Principal Use allowed on the properties shall be the following: "residential treatment facility with behavioral and mental health services for children and their families", and any other uses listed as a Permitted Principal Use in the C-1 District shall require a Zoning Ordinance Amendment to either remove or modify this condition", and

WHEREAS the Board of Supervisors feels that the highly specific nature of the condition recommended by the Zoning Commission should be modified so that the allowable uses for the subject property align directly with two categories of use defined by the Zoning Ordinance, "Social Service Provider" and "Nursing Home or Similar Care Facility", which both apply to the proposed use of the property, and

NOW THEREFORE, BE IT RESOLVED: That upon approval of the proposed rezoning of the following legally described property:

Lots Number 1, 2 and 3 in LOTT ESTATES SUBDIVISION, in Part of the Northwest Quarter of Section 30, Township 69 North, Range 2 West of the 5th P.M. in Des Moines County, Iowa, as per Plat filed December 27, 1985, recorded in Plat Book 13, Page 307, in the Office of the Recorder of Des Moines County, Iowa, and Part of the Northeast Quarter of the Northeast Quarter of Section 30, Township 69 North, Range 2 West of the 5th P.M. in Des Moines County, Iowa, more particularly described as follows: Commencing at a concrete monument which marks the Northeast corner of the said Section 30; thence South on the East line of Section 30, 1,235.60 feet to the point of beginning; thence continuing South 95.00 feet; thence South 89° 35' West 848.76 feet; thence North 32° 54' East 133.40 feet; thence South 89° 12' East 776.37 feet to the point of beginning, containing 1.77 acres more or less. SUBJECT to and BENEFITED by Easements or Agreements of record. Together with the roadway easements and recorded easement and well maintenance agreement, and subject to the recorded roadway easements.

the Board of Supervisors shall thereby establish the following restrictive conditions upon the land described above, with respect to the granting of the "C-1" District classification:

- That, apart from any uses that are also listed as Permitted Principal Uses in the "R-1" or "R-2" Districts, the only Permitted Principal Uses allowed on the properties shall be

those that fit the definition of the following terms, as defined by the Des Moines County Zoning Ordinance:

Social Service Provider: A facility that is typically run by a public agency or non-profit entity for the purpose of providing the general public with services related to behavioral counseling, child/juvenile development, disability assistance, homelessness/poverty, substance abuse, or veterans' assistance. Such a use does not involve overnight stays, and any similar facility providing lodging shall be considered a 'Nursing Home or Similar Care Facility'.

Nursing Home or Similar Care Facility: An institutional facility where both short and long-term care is provided for three (3) or more persons with limited ability to care for themselves due to age, illness, and/or a physical or developmental disability. Does not contain equipment or facilities for performing surgery and does not provide care for persons with contagious diseases, as distinguished from a hospital.

These conditions are hereby agreed to by Young House Family Services, Inc. and the Des Moines County Board of Supervisors.

Approved and adopted this 31st day of May, 2022.

Eric J. Schilling, Executive Director
Young House Family Services, Inc.

DES MOINES COUNTY BOARD OF SUPERVISORS

Jim Cary, Chair

Shane McCampbell, Vice Chair

Tom L. Broeker, Member

ATTEST: _____

Terri Johnson, County Auditor

**28E AGREEMENT FOR FUNDING FOR SERVICES
BETWEEN SOUTHEAST IOWA COMMUNITY ACTION AND
DES MOINES COUNTY, IOWA.**

THIS AGREEMENT (hereinafter " Agreement ") is made and entered into pursuant to Iowa Code Chapter 28E, to be effective on the date herein provided, by and between Des Moines County, Iowa organized and existing under the laws of the State of Iowa (hereinafter "County") and Southeast Iowa Community Action, an Iowa non-profit corporation (hereinafter "Agency") (collectively referred to herein as the "Parties"). This Agreement shall not create a separate entity.

WHEREAS the Agency is a private agency as defined in Iowa Code Section 28E.2, and is a nonprofit corporation duly formed and existing pursuant to the laws of the State of Iowa; and

WHEREAS the County is a political subdivision duly formed and existing pursuant to the laws of the State of Iowa and is a public agency as defined in Iowa Code Chapter 28E; and

WHEREAS Iowa Code Chapter 28E authorizes public agencies to enter into agreements for joint or cooperative action with public or private entities; and

WHEREAS Agency and the County have determined it to be in the best interest of the respective Parties to enter into a 28E Agreement to coordinate efforts to serve low-income individuals and families in Des Moines County, Iowa; and,

WHEREAS the Parties believe it is in their best interest to enter into a written agreement setting forth their respective rights and obligations with regard to this Agreement.

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, and upon the following terms and conditions, Agency and the County agree as follows:

1. Purpose. The purpose of this Agreement shall be to provide for the joint exercise of the respective powers of the parties hereto in connection with achieving the goals of advancing community development and improving social and economic conditions for individuals and families with limited resources in Des Moines County, Iowa.
2. Administration. No separate legal or administrative entity or joint board will be established by this Agreement. The Des Moines County Auditor and the Director of the Agency will be designated as the administrators of the Agreement for the purpose of Iowa Code Section 28E.6. No joint budget will be established or maintained for the purpose of carrying out the terms of this Agreement.
3. Duration. This Agreement shall be for a one-year term with an effective commencement date of July 1, 2022 and shall automatically renew for a one (1) year period under the same terms and conditions unless otherwise terminated as forth below in Paragraph 7.
4. Goals Of Funding. The goal of this joint action between the County and Agency shall be to serve low-income individuals and families in County according to the General Assistance Manual.

5. Funding. In consideration of services provided in administering Des Moines County General Assistance program the Agency shall be paid annually on July first in an amount of \$12,000 from County.

Distributions shall be tracked by the Agency and reported to the County monthly for reimbursement from the County. The County shall reimburse the Agency for any funds distributed in accordance with Des Moines County Ordinance #5, up to and in no event more than the amount budgeted for General Assistance Fund. Agency shall participate in third party audit upon request County.

6. Supervision. It is agreed that the policies and activities of the Agency shall be determined and overseen by the Board of Directors of the Agency.
7. Termination. This Agreement shall continue automatically for one (1) year, commencing from its effective date under the same terms and conditions unless the terms are modified in writing by the joint action of the parties or by written notice of termination provided by one party to the other thirty (30) days prior to the expiration of any-one (1) year term. This Agreement may also be terminated by either party upon the breach of any provisions of this Agreement by the other party. This Agreement shall remain in full force and effect to the end of the specified term or until terminated or cancelled pursuant to this Agreement.
8. Compliance. Each party agrees that it will comply with all Federal, State and Local laws and regulations applicable to its performance under this Agreement.
9. Status of the parties. It is expressly understood and agreed by the parties that nothing contained in this Agreement will be construed to create a partnership, association or other affiliation or like relationship between the parties, being specifically agreed that their relation is and will remain that of independent parties to a cooperative contractual relationship. In no event will either party be liable for the debts or obligations of the other party.
10. Notices. All notices and other communications to be given under this Agreement will be deemed given when either personally delivered or mailed by first class mail, postage prepaid, with proper address to the following addresses until otherwise notified:

To the Agency:

Southeast Iowa Community Action
Attn: Executive Director
2850 Mt Pleasant St., Suite 108
Burlington, IA 52601

To the County:

Des Moines County Board of Supervisors
513 N Main Street
Burlington, IA 52601

11. Construction. This Agreement shall be construed so as to comply with the requirements of the laws of the State of Iowa. The provisions of this Agreement and all paragraphs and sections under it are to be construed with a view to affect its objects and to promote the intent of the parties who have fixed their signatures herein.

12. Forum/Law. We consent to jurisdiction in Des Moines County for all matters relating to this Agreement and agree that this Agreement will be governed by the laws of the State of Iowa.
13. Severability. If any provision of this Agreement is held illegal or invalid, the illegality or invalidity of such provision will not affect any of the remaining provisions and this Agreement will be construed and enforced as if such illegal or invalid provision had not been contained herein.
14. Waiver. The failure of either of the parties to enforce any right or provision under this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. In addition, no waiver of a party's right or remedy will affect the other provisions of this Agreement.
15. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither party will be liable to the other for failure to comply with any obligation under this Agreement if such party is prevented from doing so by reason of events beyond the reasonable control of the party.
16. Assignment. Neither party may assign any right or obligation under this Agreement, in whole or in part, without the other party's prior written consent. This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assignees.
17. No Third-Party Beneficiaries. This Agreement is entered into by and between the parties hereto for their benefit. There is no intent by any party to create, imply, or establish a third-party beneficiary or status or rights in any person except as expressly set forth in this Agreement, and no such third party will have any right to enforce any benefit created or established under this Agreement. _
18. Method Of Approval. The parties hereto shall approve this Agreement by resolution, which respective resolutions shall authorize the representative of the Agency Board of Directors and the Des Moines County Board of Supervisors to execute this Agreement.
19. Amendments. This Agreement may be amended by a written instrument approved and executed by the Agency and the County and filed with the Iowa Secretary of State in accordance with Iowa Code Section 28E.8.
20. Agreement - Filing. When this Agreement has been approved by the parties hereto, it shall be filed with the Secretary of State of the State of Iowa in accordance with the provisions of the Iowa Code Section 28E.8.
21. Agreement - Effective Date. This Agreement shall be effective from, on and after the date which this Agreement is recorded and filed as herein provided.

IN WITNESS WHEREOF, this Agreement has been approved by appropriate action and duly executed by the parties on the dates written below.

DATED by Agency this ____ day of _____, 2022.

SOUTHEAST IOWA COMMUNITY ACTION CORPORATION

Sheri Wilson, Executive Director

Cyndi Mears, Secretary

DATED by County this ____ day of _____, 2022.

DES MOINES COUNTY BOARD OF SUPERVISORS

Chairperson

Attest:

Terri Johnson
Des Moines County Auditor

RESOLUTION 2022-039

A RESOLUTION ESTABLISHING AN ADMINISTRATOR FOR THE GENERAL ASSISTANCE PROGRAM IN DES MOINES COUNTY, IOWA

WHEREAS THROUGH, Iowa Code Chapter 252, Des Moines County Board of Supervisors is empowered to provide for the poor and needy of Des Moines County, Iowa; and,

Iowa Code Section 252.25 requires the Board of Supervisors to establish general rules as the Board deems necessary to properly discharge its responsibility under Iowa Code Chapter 252; and,

Iowa Code Section 252.26 requires Des Moines County Board of Supervisors to appoint or designate a general assistance administrator for the county, who shall have the powers and duties conferred by Iowa Code Chapter 252.

Des Moines County Ordinance #5 establishes general rules in accordance with Iowa Code Section 252.25 and allows for the appointment of general assistance administrator in accordance with Iowa Code Section 252.26.

THEREFORE, IT IS RESOLVED that Des Moines County Board of Supervisors hereby declare in the best interest of the residents of Des Moines County, Iowa, to appoint Southeast Iowa Community Action to administer the General Assistance program for the fee of \$12,000 per fiscal year.

IT IS FURTHER RESOLVED that reimbursements will be paid monthly upon verification of receipts provided for qualified claims paid for those persons of limited means to provide for themselves and their households.

Qualified claims will be paid in accordance with Des Moines County Ordinance #5, the 28E agreement between Des Moines County and Southeast Iowa Community Action, and in no event more than the budgeted amount for general assistance without prior approval.

Passed and adopted this _____ day of _____ 2022

Jim Cary, Chair

Shane McCampbell, Vice-Chair

Tom Broeker, Member

ATTEST:

Terri Johnson, County Auditor

DES MOINES COUNTY AND REGIONAL UTILITY SERVICE SYSTEMS (RUSS) 28E AGREEMENT FOR ENVIRONMENTAL HEALTH SERVICES COVERAGE.

This agreement shall provide Environmental Health Services for Des Moines County pursuant to Iowa Code Chapter 28E. Each entity shall pass by majority vote or by resolution approving this agreement.

1. **PURPOSE.** The purpose of this agreement is to establish a working mechanism among the participating entities so there is an Environmental Health Specialist (EHS) for Des Moines County who can make decisions and answer questions with regards to environmental health situations.

This agreement does not contemplate and shall not be construed to limit or expand the powers of the participating entities, except as expressly stated in this agreement.

2. **AUTHORIZATION.** The RUSS designee shall be authorized to serve as the Environmental Health Specialist (EHS). Des Moines County is authorized to grant authority to said EHS as is allowed by law. The RUSS designee shall be authorized to enforce environmental health rules and regulations according to county standards and Iowa Administrative Code 567 Chapter 69 (455B) (Wastewater), Iowa Administrative Code 567 Chapter 68 (455B) (Commercial Septic Tank Cleaners), Iowa Administrative Code 567 Chapter 39 (455B) (Requirements for Properly Plugging Abandoned Wells), Iowa Administrative Code 567 Chapter 49 (455B) (Nonpublic Water Supply Wells), Iowa Administrative Code 641 Chapter 22 (135) (Tattoo), Iowa Administrative Code 641 Chapter 24 (135) (Private Well Testing, Reconstruction and Plugging-Grants to Counties), and Iowa Administrative Code 641 Chapter 15 (135I) (Swimming Pools and Spas), Provide surveillance for mosquitos-borne diseases in Des Moines County.

3. **POWER AND AUTHORITY.** The EHS shall have the power and authority to carry out the duties required by law.

To further implement this agreement, the Des Moines County Board of Health will form the Administrative Board. The Administrative Board, subject to input from the Board of Supervisors, will be responsible for the administration of this agreement.

The Administrative Board for Des Moines County shall reimburse RUSS at a rate of \$7,325.00 (Due by the 20th day of every month) per month for wages of the RUSS representative or designee acting pursuant to this agreement.

4. **DUTIES.** The EHS shall collect, compile and interprets various data related to environmental health, enforce environmental standards for the construction of private sewage disposal systems, issue permits, collect water samples, investigate environmental complaints, conduct environmental health pre-inspections, final inspections, environmental investigations, copy files/documents as needed, take phone calls and answer environmental regulatory questions, provide monthly (or as needed) updates to the Board of Health, and follow up on uncompleted environmental health work/permits. Collect mosquitoes for Aedes surveillance, minimum of (3) three times a week (Monday, Wednesday, Friday), and send the mosquitoes to Iowa State University for speciation.

5. **QUALIFICATIONS.** RUSS shall provide (annually) to Des Moines County Board of Health a copy of their Staff's Iowa Environmental Health Certification before serving as the EHS for Des Moines County.

6. **LIABILITY.** All claims against Des Moines County for the actions of the EHS within the scope of the duties as defined in paragraph 4 recited above, shall be the responsibility of Des Moines County. Des Moines County shall maintain its own insurance coverage for the above type of claims. Des Moines County

shall indemnify RUSS for any claims arising out of RUSS performing the duties of the Des Moines County EHS.

7. EFFECTIVE DATE OF AGREEMENT. This agreement shall become effective July 1, 2022 between governmental entities upon it's passage by the Des Moines County Board of Health, the Des Moines County Board of Supervisors, and the RUSS Board. Des Moines County and RUSS shall furnish each copies of the resolution approving the agreement and authorizing the execution and a signed copy of the agreement shall be furnished to each party to this agreement.

8. DURATION. The duration of this agreement shall be perpetual in nature.

9. AMENDMENT. This agreement may be amended at any time by mutual agreement of the parties. All other agreements for environmental health services or parts in conflict herewith are hereby repealed upon its passage.

10. TERMINATION. This agreement shall remain in full force and effect until such time as the Des Moines County Board of Health (by majority vote) or by the R.U.S.S. Board (by majority) vote and pass to withdrawing from this agreement. To provide an effective withdrawal, the entity wishing to withdraw shall provide a sixty (60) days' notice. This agreement may also be terminated at any time by mutual agreement of the parties. This agreement shall not be interpreted to give any rights to any person serving as the EHS as a result of this agreement and should not be interpreted as any type of an employment contract.

This agreement, and any amendments, shall be filed with the Secretary of State and recorded with the Des Moines County Recorder.

This agreement passed and dated by the respective parties as follows:

DES MOINES COUNTY, IOWA

On the _____ day of _____, 2022.

(Date):
Regional Utility Service Systems
By Daryl Wood, it's Chairman



(Date):
Des Moines County Board of Health
By, it's Chairperson

(Date):
Regional Utility Service Systems
By Chris Ball, it's Secretary

(Date):
Des Moines County Board of Health
By, it's Vice Chairperson

(Date):
Des Moines County Board of Supervisor
By, it's Chairperson

Accounts Payable Claims

Payroll Claims Reimbursements



DES MOINES *County*
IOWA

May 31, 2022

Iowa Community Assurance Pool (ICAP)
5701 Greendale Rd
Johnston, IA 50131

Re: Agent of Record Change for Des Moines County
Member # 0553 to include all related policies with ICAP for insured Des Moines County, including but not limited to property, auto, auto physical damage, general liability, public officials' liability, law enforcement liability & excess liability and all other related policies

To Whom It May Concern:

This letter is to request that ICAP appoint Joe Vens of First MainStreet Insurance as the agent of record on the above referenced policy and all insurance policies of Des Moines County and its related entities written by ICAP and its reinsurers. Please make this change effective at the date of this letter or as soon as possible based on ICAP's policies and procedures.

It has been explained to me, and I am aware that the agent whom I am appointing by this letter is the agency from whom I will receive my ICAP policy and subsequent renewals. Please provide any information needed by ICAP or related companies to the agent, Joe Vens, directly at jvens@firstmainstreet.com. Please also provide loss runs, copies of the policy, or any other information requested by Mr. Vens. Please reach out to the team at Des Moines County with whom ICAP has historically worked with regarding any questions related to this request. Thank you.

Sincerely,

Jim Cary
Des Moines County Board of Supervisors
Board Chair

NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Evan Walker Employee #: 0301
Title: Road Maintenance Department: Secondary Roads

STATUS CHANGES

TERMINATION

☐ Resignation ☐ Unsatisfactory Probation
☐ Discharge ☐ Death
☒ Retirement ☐ Other, Explain

Last Day Worked 5-05-22
Add Vacation Days _____ to _____
Add Sick Days _____ to _____
Add Other Days _____ to _____
Last Day Paid _____
Unpaid Days _____ to _____

TRANSFER

☐ Permanent ☐ Voluntary
☐ Temporary ☐ Involuntary
Previous Title _____
Previous Dept _____
New Job Title _____
New Dept _____
Previous Rate _____ New Rate _____
Effective Transfer Date _____

LAY OFF

Final Termination Date 5-05-22
Final Rate of Pay \$26.58
Permanent Address 10047 220th Ave.
City, State, Zip Danville, IA 52623
Does the employee Want Health Insurance Continued ☐ Yes ☐ No
Does Employee Want Life Insurance Continued ☐ Yes ☐ No
Last Day Worked _____

LEAVE OF ABSENCE

☐ Maternity ☐ Educational
☐ Medical ☐ Military
☐ Other, Explain _____

Dates of Absence _____ to _____

SALARY ADJUSTMENT

☐ New Hire ☐ Demotion
☐ Anniversary ☐ Reduction
☐ Promotion ☐ Suspension
☐ Probationary ☐ Other, Explain _____

Does the employee Want Health Insurance Continued ☐ Yes ☒ No
Does Employee Want Life Insurance Continued ☐ Yes ☒ No
Previous Rate _____ New Rate _____
Previous Job Title: (if changed) _____
Effective Date: _____

Authorized by: [Signature] Department: Secondary Rds. Date: 5-25-22
Authorized by: _____ Department: _____ Date: _____

Pay Period Ending: _____ Payroll Date: _____

NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Jared Johnson Employee #: _____
Title: Maintenance Worker/Truck Driver Department: Secondary Roads

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 _____
Effective Transfer Date _____

LAY OFF

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

SALARY ADJUSTMENT

☐ Reclassification ☐ Demotion
☐ Anniversary ☐ Reducation
☐ Promotion ☐ Suspension
☐ Probationary ☒ Other, Explain _____

New Hire 5-31-22

Previous Rate _____ New Rate \$21.27
Previous Job Title: (if changed) _____
Effective Date: _____

Authorized by: [Signature] Department: Secondary Roads Date: 5-25-22
Authorized by: _____ Department: _____ Date: _____

Pay Period Ending: _____ Payroll Date: _____



Justin J. Marks
T (202) 772-0916
F +12027720919
Email: jmarks@ClarkHill.com

Clark Hill
1001 Pennsylvania Avenue N.W.
Suite 1300 South
Washington, DC 20004
T (202) 772-0909
F (202) 772-0919

May 24, 2022

VIA EMAIL AND/OR FIRST-CLASS MAIL

ALL AGENCIES ON THE
ATTACHED SERVICE LIST

Re: Iowa & Middletown Railway LLC – Abandonment Exemption –
in Des Moines County, IA
Surface Transportation Board Docket No. AB 1323X

To Whom it May Concern:

On June 14, 2022, Iowa & Middletown Railway LLC ("IAMR") will file with the Surface Transportation Board an exemption under 49 USC § 10502 from the provisions of 49 USC § 10903 to enable IAMR to abandon approximately 4-miles of track in STB Docket No. AB 1323X. Attached is an Environmental Report and Historic Report describing the proposed action and any expected environmental and historic effects, as well as a map of the affected area.

We are providing this report so that you may review the information that will form the basis for the STB's independent environmental analysis of this proceeding. If any of the information is misleading or incorrect, if you believe that pertinent information is missing, or if you have any questions about the Board's environmental review process, please contact the Office of Environmental Analysis ("OEA"), Surface Transportation Board, Washington, DC, telephone 202-245-0245 and refer to the above Docket No. AB1323X. Because the applicable statutes and regulations impose stringent deadlines for processing this action, your written comments to OEA with a copy to me would be appreciated within 3 weeks.

Your comments will be considered by the Board in evaluating the environmental and/or historic preservation impacts of the contemplated action. If there are any questions concerning this proposal, please contact me.

Sincerely,

A handwritten signature in blue ink that reads 'Justin J. Marks'.

Justin J. Marks
Counsel to Iowa & Middletown Railway LLC

Enclosure

May 24th, 2022

The Des Moines County Board of Supervisors met in regular session at the Courthouse in Burlington at 9:00 AM on Tuesday, May 24th, 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 stated she remains busy. IT Director Colin Gerst stated the office is busy. Sheriff Kevin Glendening reported the population at the jail is 67. Maintenance Director Rodney Bliesener stated he has several projects in the works. Frank Millard poured the remaining concrete for the Courthouse front steps yesterday. They are hoping to have the front steps of the Courthouse open early next week. County Auditor Terri Johnson reported her office is busy preparing for the primary election. In-Person absentee voting is currently available in the Auditor's Office until June 6th. On Saturday June 4th the Auditor's Office will be open for absentee voting from 8:00 a.m. – 4:00 p.m. She reminded everyone to make sure to bring their photo ID when voting absentee at the Auditor's Office or voting at their polling location on election day. Land Use Administrator Jarred Lassiter is in attendance for items he has on the agenda. CDS Director Ken Hyndman was present. County Treasurer Janelle Nalley-Londquist reports her office remains busy working on delinquent property taxes. County Engineer Brian Carter stated projects are moving along. They hope to have Pleasant Grove Road open next week, depending on weather. The Geode Road project is complete, and the road is open. County Recorder Natalie Steffener reported her office is busy. Safety Director Angela Vaughan stated she remains busy. Conservation Director Chris Lee reported his staff are busy gearing up for Memorial Day weekend at Big Hollow. The Youth Jamboree will begin on June 4th at Big Hollow. Public Health Administrator Christa Poggemiller stated she attended a Board of Health meeting. Currently there is a shortage of baby formula. She wants to remind everyone that they need to call their healthcare provider before changing their baby's formula to substitute.

No correspondence was received.

1st Public Hearing was held for Amendment to Zoning Ordinance #34 to change the Official Zoning Map. Broeker made a motion to open the public hearing and seconded by McCampbell. Land Use Assistant Administrator Jarred Lassiter spoke on the Ordinance. Broeker made a motion to close the public hearing and seconded by McCampbell. Broeker made a motion to approve the 1st reading of the Amendment to Zoning Ordinance #34 and seconded by McCampbell.

Resolution #2022-037 and Final Plat for Abel Hilltop Subdivision was presented. This is a one-lot subdivision containing .92 acres in the SE 1/4 NW 1/4 of Section 19, T-71N, R-3W of the 5th P.M. Owner/Subdivider: Josh Abel, 17618 170th Ave. Yarmouth, IA 52660. Lassiter recommended approval. McCampbell made a motion to approve and seconded by Broeker.

INSERT RESOLUTION #2022-037

Personnel Actions: Correctional Center – Matthew Hirschman, FT CO, Resignation effective 5/28.; Kendra Whalen, Kitchen Asst Cook, 12-month step increase, new rate of \$11.27 hr., effective 5/25; Brittani Whalen, PT Kitchen Cook, New Hire, Rate of \$10.61 hr., effective 5/25; William Elliott III, FT CO, 12 days unpaid effective 5/19. McCampbell made a motion to approve all three and seconded by Broeker. Conservation - Avery Jacobs, Resignation effective 4/29. Broeker made a motion to approve and seconded by McCampbell.

Reports received and filed in the Auditor's Office: Clerks Report of Fees Collected, April 2022; Jail Stats, April 2022.

McCampbell motioned to approve the May 17th, 2022, regular meeting minutes and seconded by Broeker.

McCampbell attended a Youth Board Meeting, Bridges out of Poverty Meeting, and Community Action meeting. Cary attended a Board of Health meeting.

Tracy Balbort, 11265 Upper Flint Road, addressed the Board of Supervisors with concerns of people continuing to use Upper Flint Road while it is currently closed. She also had concerns of abandoned houses at 12036 Irish Ridge Rd and 11757 Upper Flint Road. She stated she has seen children playing around these houses and is concerned for their safety.

Meeting was adjourned at 9:44 a.m.

Two work sessions were held after the meeting. The first work session was with Maintenance and River Cross Director to discuss the Crisis Center Update. The second work session consisted of the CIT Relaunch for Mental Health.

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

Jim Cary, Chairman

Attest: Sara Doty, Deputy Auditor