

OFFICIAL NOTICE

The Des Moines County Board of Supervisors will hold a regular session on **Tuesday, June 25th, 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@dmcountry.com OR call 319-753-8203, Ext 4

TENTATIVE AGENDA:

1. Pledge of Allegiance
2. Changes to Tentative Agenda
3. Meet with Department Heads / Elected Officials
4. Correspondence
5. Discussion / Vote:
 - A. Payroll Reimbursement Claims
 - B. Accounts Payable Claims
 - C. Approval of FY25 ICAP Insurance Renewal
 - D. 28E Agreement Between Des Moines County IT Department and South Iowa Area Crime Commission
 - E. Abatement of Taxes
 - F. Approval of FY2025 Crisis Center Lease Agreement
 - G. Approval of FY2025 Rivercross Lease Agreement
 - H. Approval of FY2025 Optimae Lease Agreement
 - I. Cigarette / Tobacco Permit for Rivermart
 - J. Class C Liquor License for Backpacket Brewing LLC – Change in Ownership Percentage
 - K. Personnel Actions -
 1. County Attorney (1)
 2. Correctional Center (1)
 - L. Minutes for Regular Meeting on June 18th, 2024
6. Other Business
7. Future Agenda Items
8. Committee Reports
9. Public Input
10. Adjournment

Accounts Payable Claims

06/25/2024 MEETING

\$521,214.68

Checks

\$71,899.61

Wire Transfer Pmnt

\$593,114.29

GRAND TOTAL



Iowa Communities Assurance Pool
12951 University Ave, Ste 120
Clive, IA 50325

Member Invoice

Invoice #: 130629

Member Name: Des Moines County

Member Address: 513 N. Main St.
Burlington, IA 526015221

Member Number: 0553

Effective Date: 07/01/2023 Expiration Date: 07/01/2024

Invoice Date: 06/18/2024

Endorsement #: 10

Auto Liability	Included
Auto Physical Damage	Included
Total Amount Due per this Invoice:	Waived

Payment for this invoice can be submitted electronically via the ICAP website. Please visit www.icapiowa.com and click "Member Pay" at the top right of the page to pay via ACH transfer. There is no fee for utilizing this service. If you require assistance or prefer to pay via check, please contact the ICAP office via 1-800-383-0116.

Change	Contribution
In consideration of the contribution adjustment below, it is hereby understood and agreed that the Legal Defense and Claim Payment Agreement (LDCPA) is amended as follows:	
CASUALTY	Waived
Auto Liability	Waived
Exposure Changes	
Schedule Name: Vehicle Dept: Secondary Roads Exposure Type: Passenger Car/Vans/Pickups Make: GMC Description: Sierra 2500HD Crew Cab Year: 2024 VIN: 1GT49MEY1RF386077 Cost: \$70,010 Effective Date: 05/21/2024	
<i>Changes Made:</i>	
<i>Added</i>	

Change	Contribution
In consideration of the contribution adjustment below, it is hereby understood and agreed that the Governmental Property Agreement (GPA) is amended as follows:	
PROPERTY	Waived
Auto Physical Damage	Waived
Exposure Changes	
Schedule Name: Vehicle Dept: Secondary Roads Exposure Type: Passenger Car/Vans/Pickups Make: GMC Description: Sierra 2500HD Crew Cab Year: 2024 VIN: 1GT49MEY1RF386077 Cost: \$70,010 Effective Date: 05/21/2024	
<i>Changes Made:</i>	
<i>Added</i>	



Schedule of Covered Vehicles

Des Moines County

Effective Date: 07/01/2023

Printed on: 06/18/2024

1 - 513 N. Main Burlington, IA 52601

#	Year	Make	Model	VIN	Type	Value	Valuation Comp	Ded	Coll	Ded
3	2014	Jeep	Compass	1127	Passenger Car/Vans/Pickups	22,000	ACV Y	\$1,000	Y	\$1,000
4	2005	Ford	F-150 Super Cab Pickup	9746	Passenger Car/Vans/Pickups	24,000	ACV Y	\$1,000	Y	\$1,000
64	2016	Ford	F-250 Pickup	1FTBF2B 69GEB17 271	Passenger Car/Vans/Pickups	26,622	ACV Y	\$1,000	Y	\$1,000
72	2017	Ford	F-250 Pickup	1FTBF2B 67HEB75 056	Passenger Car/Vans/Pickups	29,527	ACV Y	\$1,000	Y	\$1,000
103	2018	Jeep	Compass	3C4NJDA B2JT4923 21	Passenger Car/Vans/Pickups	21,842	ACV Y	\$1,000	Y	\$1,000

Total Location Vehicle Value: 123,991

2 - 13702 Washington Rd. West Burlington, IA 52655

#	Year	Make	Model	VIN	Type	Value	Valuation Comp	Ded	Coll	Ded
5	2014	H&H	ATV	3444	Trailers	3,500	ACV Y	\$1,000	Y	\$1,000



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7	2004	Trailer	CRYENCO/5X10WG 2K Carry-On Trailer	4YMUL10 184M0074 57	Trailers	3,000	ACV	Y	\$1,000	Y	\$1,000
23	2007	Chevrolet	Silverado	5815	Passenger Car/Vans/Pickups	20,395	ACV	Y	\$1,000	Y	\$1,000
26	2011	Ford	Escape	2624	Passenger Car/Vans/Pickups	19,877	ACV	Y	\$1,000	Y	\$1,000
27	2011	Ford	F-150 Pickup	0483	Passenger Car/Vans/Pickups	28,199	ACV	Y	\$1,000	Y	\$1,000
30	2010	Ford	F250 4X4	0491	Passenger Car/Vans/Pickups	23,798	ACV	Y	\$1,000	Y	\$1,000
45	2014	Ford	F-150 Crew Cab 4X4	6440	Passenger Car/Vans/Pickups	27,814	ACV	Y	\$1,000	Y	\$1,000
54	2015	Ford	F550 Pickup	4913	Passenger Car/Vans/Pickups	52,595	ACV	Y	\$1,000	Y	\$1,000
78	2019	Ford	F350	1FTBX3D T9KED18 547	Lt. Med Trucks	40,000	ACV	Y	\$1,000	Y	\$1,000
102	2019	Chevrolet	Express 3500 w/Eqpt.	1GAZGPF G8K1206 009	Buses - School/Church	25,936	ACV	Y	\$1,000	Y	\$1,000

Total Location Vehicle Value: 245,114



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4 - 13516 Washington Rd. - Secondary Roads West Burlington, IA 52655

#	Year	Make	Model	VIN	Type	Value	Valuation	Comp	Ded	Coll	Ded
6	1993	Trailer	RDHL Equipment Trailer	7381	Trailers	7,150	ACV	Y	\$1,000	Y	\$1,000
8	2013	Chevrolet	Silverado	4625	Passenger Car/Vans/Pickups	25,998	ACV	Y	\$1,000	Y	\$1,000
9	2008	Chevrolet	Silverado 3500	3527	Passenger Car/Vans/Pickups	32,445	ACV	Y	\$1,000	Y	\$1,000
10	2005	Chevrolet	Silverado CK1500	2821	Passenger Car/Vans/Pickups	25,395	ACV	Y	\$1,000	Y	\$1,000
11	2007	Chevrolet	Silverado CK2500	2814	Passenger Car/Vans/Pickups	29,124	ACV	Y	\$1,000	Y	\$1,000
12	2005	Chevrolet	Silverado CK2500	9034	Passenger Car/Vans/Pickups	23,632	ACV	Y	\$1,000	Y	\$1,000
13	2005	Chevrolet	Silverado CK2500	3066	Passenger Car/Vans/Pickups	28,245	ACV	Y	\$1,000	Y	\$1,000
14	2003	Chevrolet	Trailblazer	2077	Passenger Car/Vans/Pickups	30,000	ACV	Y	\$1,000	Y	\$1,000
15	2008	Ford	F-SD F450 CB	8893	Passenger Car/Vans/Pickups	41,722	ACV	Y	\$1,000	Y	\$1,000
16	1990	Ford	Pickup	7124	Passenger Car/Vans/Pickups	13,126	ACV	Y	\$1,000	Y	\$1,000



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17	2011	Chevrolet	Silverado CK3500	5467	Passenger Car/Vans/Pickups	35,895	ACV	Y	\$1,000	Y	\$1,000
18	2012	Chevrolet	Traverse	5448	Passenger Car/Vans/Pickups	26,998	ACV	Y	\$1,000	Y	\$1,000
19	2000	Chevrolet	3/4 Ton	0612	Passenger Car/Vans/Pickups	22,154	ACV	Y	\$1,000	Y	\$1,000
20	2000	Chevrolet	3/4 Ton	9927	Passenger Car/Vans/Pickups	22,154	ACV	Y	\$1,000	Y	\$1,000
21	2002	Chevrolet	Silverado	3333	Passenger Car/Vans/Pickups	35,000	ACV	Y	\$1,000	Y	\$1,000
22	2002	Chevrolet	Silverado	6341	Passenger Car/Vans/Pickups	35,000	ACV	Y	\$1,000	Y	\$1,000
24	2008	Chevrolet	Silverado	1986	Passenger Car/Vans/Pickups	32,879	ACV	Y	\$1,000	Y	\$1,000
29	2004	Ford	F-250 Pickup	2601	Passenger Car/Vans/Pickups	29,298	ACV	Y	\$1,000	Y	\$1,000
31	1991	Ford	F350	3235	Passenger Car/Vans/Pickups	30,000	ACV	Y	\$1,000	Y	\$1,000
32	2000	Ford	F350	8471	Passenger Car/Vans/Pickups	24,030	ACV	Y	\$1,000	Y	\$1,000
33	2007	International	4300 Sign Truck	1730	Heavy	95,422	ACV	Y	\$1,000	Y	\$1,000
34	2002	International	4700 Service Truck	9932	Heavy	91,878	ACV	Y	\$1,000	Y	\$1,000



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36	2000	International	4900	7647	Dump Trucks	82,000	ACV	Y	\$1,000	Y	\$1,000
37	2002	International	4900	9930	Dump Trucks	89,382	ACV	Y	\$1,000	Y	\$1,000
38	2010	International	7400	0678	Dump Trucks	108,424	ACV	Y	\$1,000	Y	\$1,000
39	2006	International	7600	8998	Dump Trucks	106,193	ACV	Y	\$1,000	Y	\$1,000
40	2011	International	7400 SFA 4X2	2334	Dump Trucks	124,868	ACV	Y	\$1,000	Y	\$1,000
41	2011	Mack	GU713	0368	Dump Trucks	149,500	ACV	Y	\$1,000	Y	\$1,000
42	2000	Ford	1 Ton F350	7518	Lt. Med Trucks	28,397	ACV	Y	\$1,000	Y	\$1,000
56	2015	Chevrolet	Silverado3500	1GC4KYC BBFF567 526	Lt. Med Trucks	39,800	ACV	Y	\$1,000	Y	\$1,000
57	2015	Chevrolet	Silverado 3500	1GC4KY0 85FF5664 01	Lt. Med Trucks	39,800	ACV	Y	\$1,000	Y	\$1,000
66	2017	Mack	GU713	1M2AX04 CXHM035 326	Dump Trucks	117,500	ACV	Y	\$1,000	Y	\$1,000
67	2017	Mack	GU713 Dump Truck w/Plow	1M2AX04 C8HM035 325	Dump Trucks	117,500	ACV	Y	\$1,000	Y	\$1,000



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68	2017	Mack	CXU613 Dump Truck w/Blade	1M1AW07 Y6HM082 738	Dump Trucks	106,900	ACV	Y	\$1,000	Y	\$1,000
70	2017	Chevrolet	Silverado 2500 Pickup	1GC1KUE Y4HF150 142	Passenger Car/Vans/Pickups	44,091	ACV	Y	\$1,000	Y	\$1,000
73	2018	Mack	GU713	1M2AX04 C1JM040 100	Dump Trucks	106,521	ACV	Y	\$1,000	Y	\$1,000
74	2018	International	7400 Dump w/Blade	3HAWDT AR5JL046 999	Dump Trucks	94,562	ACV	Y	\$1,000	Y	\$1,000
79	2019	Ford	F-150 Pickup	1FTEW1E 58KKC54 657	Passenger Car/Vans/Pickups	31,059	ACV	Y	\$1,000	Y	\$1,000
87	2020	Mack	GR64F Dump Truck	7647	Dump Trucks	178,109	ACV	Y	\$1,000	Y	\$1,000
95	2020	International	HV507 Dump Truck	5037	Dump Trucks	156,613	ACV	Y	\$1,000	Y	\$1,000
96	2020	Chevrolet	Traverse SUV	9810	Passenger Car/Vans/Pickups	29,400	ACV	Y	\$1,000	Y	\$1,000
97	2020	Chevrolet	Silverado 1500	7722	Passenger Car/Vans/Pickups	32,115	ACV	Y	\$1,000	Y	\$1,000
99	2020	Trailer	40 ft CTS Tandem Bottom Dump Trailer	5TU11402 5LS00045 7	Trailers	36,850	ACV	Y	\$1,000	Y	\$1,000



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104	2021	Trailer	Model BDT 40 Construction Spec Dump Trailer	STU1140 2XMS000 Trailers 312	36,850	ACV	Y	\$1,000	Y	\$1,000
106	2021	Chevrolet	Silverado 3500	1gc4ysey 9mf12213 6 Passenger Car/Vans/Pickups	44,439	ACV	Y	\$1,000	Y	\$1,000
107	2021	Mack	AN64T	1M1AN4G Y9MM022 Extra Heavy 005	109,309	ACV	Y	\$1,000	Y	\$1,000
108	2021	Chevrolet	Suburban	1gnskbkd 3mr18809 7 Passenger Car/Vans/Pickups	47,756	ACV	Y	\$1,000	Y	\$1,000
109	2021	Chevrolet	Silverado 2500	1GC44YN EY2MF13 8079 Passenger Car/Vans/Pickups	47,994	ACV	Y	\$1,000	Y	\$1,000
114	2015	Mack	GU713 Dump Truck	1M2AX04 C7FM023 Dump Trucks 857	117,000	ACV	Y	\$1,000	Y	\$1,000
123	2019	Ford	F550 - Culvert Truck	1FD0W5H T7KED39 673 Passenger Car/Vans/Pickups	61,570	ACV	Y	\$1,000	Y	\$1,000
125	2022	Mack	GR42F Dump Truck	1M2GR2A C8NM001 Dump Trucks 739	95,968	ACV	Y	\$1,000	Y	\$1,000



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126	2022	Mack	GR42F Dump Truck	1M2GR2A C8NM001 Dump Trucks 740	95,968	ACV	Y	\$1,000	Y	\$1,000
130	2023	Mack	AN64T Semi Truck	1M1AN4G Y4PM039 Extra Heavy 573	117,826	ACV	Y	\$1,000	Y	\$1,000
136	2024	GMC	Sierra 2500HD Crew Cab	1GT49ME Y1RF386 Passenger 077 Car/Vans/Pickups	70,010	ACV	Y	\$1,000	Y	\$1,000

Total Location Vehicle Value: 3,401,819

5 - 512-518 N. Main St. Burlington, IA 52601

#	Year	Make	Model	VIN	Type	Value	Valuation Comp	Ded	Coll	Ded	
53	2015	Jeep	Grand Cherokee Unit 29-02	1939	Police	34,171	ACV	Y	\$1,000	Y	\$1,000
60	2015	Dodge	Durango Unit 29-01	1C4RDJF G1FC921 379	Police	48,819	ACV	Y	\$1,000	Y	\$1,000
65	2016	Ram	1500 Unit 29-01	1C6RR7X T1GS156 477	Police	45,730	ACV	Y	\$1,000	Y	\$1,000



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69	2017	Ram	1500 Unit 29-05	1C6RR7X T7HS45 Police 626	45,136	ACV	Y	\$1,000	Y	\$1,000
75	2015	Ford	Police Interceptor Utility Unit 29-77	1FM5K8A R8FGC27 Police 640	41,200	ACV	Y	\$1,000	Y	\$1,000
82	2019	Ford	Explorer w/Eqpt. Unit 29-11	1FM5K8A R9KGB28 Police 397	52,957	ACV	Y	\$1,000	Y	\$1,000
83	2019	Ford	Explorer w/Eqpt. Unit 29-18	1FM5K8A R7KGB28 Police 415	52,957	ACV	Y	\$1,000	Y	\$1,000
85	2019	Ford	Explorer w/Eqpt. Unit 29-16	1FM5K8A R0KGB28 Police 398	52,957	ACV	Y	\$1,000	Y	\$1,000
91	2019	Ram	1500 w/Eqpt. Unit 29 -14	7494 Police	53,045	ACV	Y	\$1,000	Y	\$1,000
92	2019	Dodge	Charger w/Eqpt. Unit 29-17	6677 Police	49,298	ACV	Y	\$1,000	Y	\$1,000
98	2020	Dodge	Durango w/Eqpt. Unit 29-08	6527 Police	55,900	ACV	Y	\$1,000	Y	\$1,000
100	2020	Chevrolet	Tahoe w/Eqpt. Unit 29-20	1GNSKD EC2LR25 Police 8265	59,865	ACV	Y	\$1,000	Y	\$1,000



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110	2020	Ram	1500 Unit 29-07	1C6RR7X T9LS1592 Police 03	52,810	ACV	Y	\$1,000	Y	\$1,000
111	2020	Ram	1500 Unit 29-09	1C6RR7X TXLS1616 Police 72	52,719	ACV	Y	\$1,000	Y	\$1,000
121	2021	Chevrolet	Tahoe w/Eqpt. Unit 29-06	1GNSKLE D2MR269 Police 948	61,756	ACV	Y	\$1,000	Y	\$1,000
122	2021	Chevrolet	Tahoe w/Eqpt. Unit 29-04	1GNSKLE D6MR269 Police 953	61,756	ACV	Y	\$1,000	Y	\$1,000
127	2021	Dodge	Durango w Equipment Unit 29- 10	1C4SDJF T4MC763 Police 616	59,000	ACV	Y	\$1,000	Y	\$1,000
128	2021	Dodge	Durango w Equipment Unit 29- 22	1C4SDJF T2MC823 Police 375	59,000	ACV	Y	\$1,000	Y	\$1,000
129	2021	Dodge	Durango w Equipment Unit 29- 25	1C4SDJF T2MC763 Police 615	59,000	ACV	Y	\$1,000	Y	\$1,000
131	2023	Dodge	Durango w/Equipment Unit 29 -15	1C4RDJF G4PC567 Police 990	50,519	ACV	Y	\$1,000	Y	\$1,000



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132	2023	Dodge	Durango w/Equipment Unit 29-21	1C4RDJF GXPC558 Police 419	50,519	ACV	Y	\$1,000	Y	\$1,000
133	2022	Ford	F-150 Unit 29-03	1FTFW1P 88NKE40 Police 814	37,035	ACV	Y	\$1,000	Y	\$1,000
134	2023	Dodge	Durango	1C4RDJF G4PC567 Police 990	39,947	ACV	Y	\$1,000	Y	\$1,000
135	2023	Chevrolet	Tahoe K-9 Unit	1GNSKLE D7PR263 Police 261	58,495	ACV	Y	\$1,000	Y	\$1,000

Total Location Vehicle Value: 1,234,591

7 - 522 N. 3rd St. Burlington, IA 52601

#	Year	Make	Model	VIN	Type	Value	Valuation	Comp	Ded	Coll	Ded
25	2013	Nissan	Versa	5995	Passenger Car/Vans/Pickups	15,699	ACV	Y	\$1,000	Y	\$1,000
28	2013	Nissan	Versa	5337	Passenger Car/Vans/Pickups	15,699	ACV	Y	\$1,000	Y	\$1,000
35	1986	Miscellaneous	Winnebago Motorhome	2036	Heavy	19,000	ACV	Y	\$1,000	Y	\$1,000



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46	2014	Ford	Explorer	7950	Passenger Car/Vans/Pickups	33,062	ACV	Y	\$1,000	Y	\$1,000
50	2014	Ford	F150 Pickup	7799	Passenger Car/Vans/Pickups	26,130	ACV	Y	\$1,000	Y	\$1,000
52	2015	Ford	Explorer	3504	Passenger Car/Vans/Pickups	33,562	ACV	Y	\$1,000	Y	\$1,000
61	2016	Ford	Explorer	1FM5K8A R8GG288 81	Police	46,984	ACV	Y	\$1,000	Y	\$1,000
63	2016	Kia	Sporta	KNDPB3A CX678053 29	Passenger Car/Vans/Pickups	22,795	ACV	Y	\$1,000	Y	\$1,000
76	2018	Ford	Explorer AWD	1FM5K8A R4JGB34 705	Passenger Car/Vans/Pickups	52,812	ACV	Y	\$1,000	Y	\$1,000
93	2005	Trailer	Unite 6x14 Trailer	3478	Trailers	3,370	ACV	Y	\$1,000	Y	\$1,000
94	2005	Trailer	Haul Mark 6x10 Enclosed Trailer	7010	Trailers	2,464	ACV	Y	\$1,000	Y	\$1,000
112	2015	Kia	Soul	KNDJN2A 24F72361 04	Passenger Car/Vans/Pickups	20,000	ACV	Y	\$1,000	Y	\$1,000

Total Location Vehicle Value: 291,577



Schedule of Covered Vehicles

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10 - 3630 Bauer Dr. Burlington, IA 52601

#	Year	Make	Model	VIN	Type	Value	Valuation	Comp	Ded	Coll	Ded
71	2017	Dodge	Durango Unit T4	1C4RDJF G7HC898 953	Police	46,639	ACV	Y	\$1,000	Y	\$1,000
77	2018	Ford	Explorer AWD Unit T2	1FM5K8A 40JGB473 99	Police	53,252	ACV	Y	\$1,000	Y	\$1,000
84	2019	Ford	Explorer w/Eqpt. Unit T1	1FM5K8A R2KGB28 399	Police	52,957	ACV	Y	\$1,000	Y	\$1,000
86	2019	Dodge	Charger (Doug)	2C3CDXK T9KH676 676	Police	48,868	ACV	Y	\$1,000	Y	\$1,000
101	2020	Dodge	Durango w/Eqpt. Unit 29-24	1C4SDJF T5LC3018 38	Police	55,700	ACV	Y	\$1,000	Y	\$1,000
124	2021	Dodge	Durango w/Eqpt. Unit T3	1C4SDJF T8MC823 378	Police	58,968	ACV	Y	\$1,000	Y	\$1,000

Total Location Vehicle Value: 316,384

13 - 18853 152 Ave., Big Hollow Rec. Sperry, IA 52650



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#	Year	Make	Model	VIN	Type	Value	Valuation Comp	Ded	Coll	Ded
81	2019	H&H	30 & Deck Over Trailer	3271	Trailers	12,061	ACV N		N	

Total Location Vehicle Value: 12,061

14 - 910 Cottonwood Burlington, IA 52601

#	Year	Make	Model	VIN	Type	Value	Valuation Comp	Ded	Coll	Ded
44	2013	Kia	Sorento	4636	Passenger Car/Vans/Pickups	22,700	ACV Y	\$1,000	Y	\$1,000
89	2019	Kia	Rio	8465	Passenger Car/Vans/Pickups	15,861	ACV Y	\$1,000	Y	\$1,000
90	2019	Kia	Rio SD	1908	Passenger Car/Vans/Pickups	15,861	ACV Y	\$1,000	Y	\$1,000

Total Location Vehicle Value: 54,422

26 - 100 VALLEY ST BURLINGTON, IA 52601

#	Year	Make	Model	VIN	Type	Value	Valuation Comp	Ded	Coll	Ded
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48	2015	Chevrolet	Equinox	2GNFLCE 39F61557 42	Passenger Car/Vans/Pickups	24,328	ACV	Y	\$1,000	Y	\$1,000
58	2015	Chevrolet	Equinox	2GNFLCE 33F63212 53	Passenger Car/Vans/Pickups	26,150	ACV	Y	\$1,000	Y	\$1,000

Total Location Vehicle Value: 50,478

99 - Liability Only Des Moines Coun, IA

#	Year	Make	Model	VIN	Type	Value	Valuation	Comp	Ded	Coll	Ded
1	1972	Trailer	Butler Tank	5218	Trailers		Liability Only	N		N	
2	2008	Caterpillar	140M Motor Grader	0500	Road Maintenance		Liability Only	N		N	
47	2009	Navistar	Maxpro	1690	Police		Liability Only	N		N	
49	2014	Caterpillar	12M3 BR	0148	Road Maintenance		Liability Only	N		N	
51	2013	Caterpillar	140M2 Moto rGrader	0336	Road Maintenance		Liability Only	N		N	
59	2015	Caterpillar	Motor Grader	N9R0014 9	Road Maintenance		Liability Only	N		N	



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Printed on: 06/18/2024

62	2016	Caterpillar	12M3 AWD LR Motor Grader	N9P00121	Road Maintenance	Liability Only	N	N
80	2019	Caterpillar	12M3 Motor Grader	N9R00346	Road Maintenance	Liability Only	N	N
88	2019	Caterpillar	12M3 LR Motor Grader	0356	Road Maintenance	Liability Only	N	N
105	2020	Caterpillar	140 Motor Grader	ENF00114	Road Maintenance	Liability Only	N	N
115	2005	Trailer	Tennessee Trailer	0250	Trailers	Liability Only	N	N
116	2005	Trailer	Jerr 18 ft Flatbed Mower Trailer	1299	Trailers	Liability Only	N	N
117	2007	Trailer	TN Enclosed Voting Machine Trailer (Audit)	5JXRT262 67S19134 8	Trailers	Liability Only	N	N
118	2007	Trailer	US Cargo 6 ft x 14 ft Tandem Axle Enclosed Trailer (Sheriff)	5NHUUS4 287W031 255	Trailers	Liability Only	N	N
119	2011	Trailer	Yacht Club 2449TB Trailer	4H100282 8B045656 7	Trailers	Liability Only	N	N
120	1995	Trailer	Transcraft Flatbed Trailer	4678	Trailers	Liability Only	N	N



Schedule of Covered Vehicles

Des Moines County

Effective Date: 07/01/2023

Printed on: 06/18/2024

Total Location Vehicle Value: 0

Total ACV Value: 5,730,437

Total RC Value: 0

Total SA Value: 0

Grand Total Vehicle Value: 5,730,437



AUTO COVERAGE ID CARDS

The below cards should serve as proof of coverage for the period 7/1/2023 - 7/1/2024. Please place the respective card in each member-owned vehicle and retain until the expiration date.



Iowa Communities Assurance Pool (ICAP)

12951 University Ave, Ste 120
Clive, IA 50325

1 (800) 383-0116

ICAP Member: Des Moines County
MEMBER # 0553

Effective Date:
5/21/2024

Expiration Date:
7/1/2024

Covered Party: **Des Moines County**
513 N. Main St.
Burlington, IA 526015221

Coverage provided for the following motor vehicle:
2024 GMC Sierra 2500HD Crew Cab 6077





AUTO COVERAGE ID CARDS

Please review the information below and reference in the event of an accident. In the event of an emergency/accident outside of normal business hours, members can call the Claims Emergency Line via 515-991-9554.

IN THE EVENT OF AN ACCIDENT:



1. Stop the vehicle as soon as possible.
2. Turn off the engine and activate your hazard lights.
3. Verify injuries (or lack thereof). Document any injuries (noting "none," if applicable) to prevent an unwarranted claim later.
4. Contact police to report the incident. Do this even when you think police involvement is unnecessary.
5. Do not apologize or admit any fault. This could lead to an unjust liability claim.
6. Take photographs of any damages at the scene. If possible, photograph both vehicles from multiple angles.
7. Note the date, time and location of the incident, as well as any witnesses who may have seen it occur.
8. If applicable, swap insurance details with the other driver (and verify he/she is the owner of the other vehicle).
9. Contact ICAP or your local agent to report the claim.



28E Agreement Between Des Moines County IT Department and South Iowa Area Crime Commission (SIACC)

This Agreement is made and entered into by and between the Des Moines County IT Department (hereafter "DMC IT"), South Iowa Area Crime Commission (hereafter "SIACC"), and South Iowa Area Detention Service Agency (hereafter "SIADSA"), collectively referred to as "the Parties."

Article I: Purpose and Scope

1. **Purpose:** This Agreement is for DMC IT to provide IT services and support to SIACC and SIADSA, facilitating efficient and continuous IT operations for SIACC and SIADSA.
2. **Scope of Services:** DMC IT shall provide general IT support, including but not limited to hardware maintenance, software updates, and cybersecurity services.

Article II: Parties Involved

1. The Parties to this Agreement are:
 - Des Moines County IT Department
 - South Iowa Area Crime Commission
 - South Iowa Area Detention Service Agency

Article III: Governance

1. The SIACC Executive Director shall act as the CEO in matters pertaining to this agreement.
2. The Des Moines County IT Director shall act as the CIO in matters pertaining to this agreement.
3. The oversight of this Agreement will be conducted by an oversight team committee consisting of the SIACC Executive Director, SIADSA Facility Director, the DMC IT Director, and one representative of the Des Moines County Board of supervisors.
4. A quorum shall consist of any three members of the oversight team, and any measure requiring board action must require a vote consisting of at least three affirmative votes.

Article IV: Term

1. This Agreement shall commence on July 1, 2024, and shall continue for a period of one year. It shall automatically renew for successive one-year terms unless terminated by either party.

Article V: Financial Responsibilities

1. SIACC shall pay DMC IT an annual fee of \$2,500 for the services rendered under this Agreement.
2. SIACC and SIADSA shall cover the cost of required software and hardware.
3. The fee will be billed annually, commencing July 2024.

Article VI: Amendments

1. Any amendments to this Agreement must be in writing and must be signed by authorized representatives of both parties.

Article VII: Termination

1. This Agreement may be terminated by either party involved upon 30 days written notice. Upon Notice of Termination being issued by either party Des Moines County IT shall start to prepare the information and allow access to the incoming security as is required to ensure a seamless transition. After successfully handing over the cyber security to incoming security team Des Moines County IT shall produce a final pro rata invoice for any services provided.

Article VIII: Execution

1. This Agreement shall be signed by the following individuals, who affirm that they are duly authorized to execute this Agreement on behalf of their respective entities:

- Chair of the Des Moines County Board
- Director of the Des Moines County IT Department
- Chair of the SIACC Board
- Executive Director of SIACC

Signatures

Des Moines County Board Chair

Carrie Folkerts

SIACC Executive Director

Des Moines County IT Director

Teresa Range

Teresa Range (Jun 17, 2024 07:04 CDT)

SIADSA Executive Director

28E Agreement Between Des Moines County IT Department and South Iowa Area Crime Commission (002)

Final Audit Report

2024-06-17

Created:	2024-06-14
By:	Carrie Folkerts (cfolkerts@siacc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAS5UyxmmKd7d5V63Zexytkrz_x_ZyV7NT

"28E Agreement Between Des Moines County IT Department and South Iowa Area Crime Commission (002)" History

-  Document created by Carrie Folkerts (cfolkerts@siacc.org)
2024-06-14 - 8:33:56 PM GMT
-  Document emailed to trange@siadsa.org for signature
2024-06-14 - 8:34:29 PM GMT
-  Email viewed by trange@siadsa.org
2024-06-17 - 12:03:45 PM GMT
-  Signer trange@siadsa.org entered name at signing as Teresa Range
2024-06-17 - 12:04:25 PM GMT
-  Document e-signed by Teresa Range (trange@siadsa.org)
Signature Date: 2024-06-17 - 12:04:27 PM GMT - Time Source: server
-  Agreement completed.
2024-06-17 - 12:04:27 PM GMT

**LEASE AGREEMENT BETWEEN DES MOINES COUNTY AND IMAGINE THE POSSIBILITIES FOR
COTTONWOOD PROPERTY**

This Commercial Lease Agreement ("Lease") is made and effective July 1, 2024, by and between DES MOINES COUNTY ("Landlord") and IMAGINE THE POSSIBILITIES ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 910 COTTONWOOD, SUITE 2002, BURLINGTON, IOWA 52601 and legally described as follows (the "Building"):

Landlord makes available for lease a portion of the Building designated as COTTONWOOD CRISIS STABILIZATION SERVICE, SUITE 2002 (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained, and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for a "Term" beginning JULY 1, 2024 and ending JUNE 30, 2025. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

2. Rental.

A. Tenant shall pay to Landlord during the Term rental of \$59,780.00 per year, payable in installments of \$4,981.00 per month which shall include maintenance costs (including security, sprinkler, and generator access), Utilities including Electric, gas, water, and garbage. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at DES MOINES COUNTY MAINTENANCE OFFICE, 513 N. MAIN ST, BURLINGTON, IOWA or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

3. Use

Tenant covenants and agrees that during the term of this Agreement, it will use and occupy the premises exclusively for the provision of Crisis stabilization/transition services. Where applicable, Tenant agrees to operate and maintain the property strictly in accordance with any/ all rules, standards, and regulations promulgated by the Iowa Department of Inspections and Appeals and the Iowa Department of Human Services, in accordance with all Federal, State, or Local laws, rules, standards, and resolutions applying to such operation, and shall obtain or maintain such licenses, approvals, and/or accreditation as may be required, and in keeping with the principles of ethical behavior.

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing, or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, or to any corporation under common control with Tenant. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs.

The tenant takes the premises in their present condition. All repairs exceeding \$500.00 per occurrence will have prior approval of the County or its officially designated representative. The first \$500.00 (or less if the cost does not equal or exceed \$500.00) for each repair occurrence will be paid by the Tenant, and the balance remaining after payment of \$500.00 by Tenant will be paid by County. Tenant shall not do, nor cause to be done, any remodeling of existing structures, nor erection of new structures unless County gives prior consent. Tenant shall maintain said premises in a safe and serviceable condition, except for normal wear and tear, and will not permit the premises to be damaged by any act or negligence of Tenant, its agents, or employees. The tenant will be responsible for daily and routine cleaning.

County would suggest the Tenant utilize the following items as a guide to successful daily operations:

- Outdoor areas including all porches, furniture, and the gazebo shall be kept clean and free of debris and weeds to provide a safe environment.
- Provide timely and accurate work orders to Des Moines County Maintenance.

- The property will be kept clean.
- Inspections will be performed by County officials.
- General building and grounds maintenance issues will be handled by Des Moines County, all concerns shall be directed to the County Maintenance Director

6. Alterations and Improvements.

The tenant shall have the right to place and install personal property, trade fixtures, equipment, and other temporary installations in and upon the Leased Premises and fasten the same to the premises.

Tenant shall keep an up-to-date inventory of the personal property leased hereunder, notifying County of any losses, thefts, destruction, or contemplated disposal of personal property not needed for the operation of the Leased Premises or welfare of the individuals. Any replacement of Leased Premises property purchased by Tenant during the term of this lease shall remain with County upon termination of the Agreement. The tenant shall have the right to use all furniture, equipment, and other personal property located in Leased Premises. Equipment purchased by Tenant not reimbursed or otherwise paid for by County (except for items purchased to replace original items on the inventory) and perishables (e.g. – food, office, medical, and cleaning supplies) for the operation of the Crisis Home shall remain the property of Tenant. The County has the right to make an independent inventory of its personal property at any time.

7. Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance. The tenant shall pay for fire monitoring services for the property.

B. County shall insure the building and personal property against hazards and casualties, including fire and extended coverage; County shall also maintain general liability insurance covering its potential liability for any property damage or bodily injury for which it may be responsible as owner. Tenant shall keep in full force and effect during the term of this lease general liability insurance, as well as professional malpractice insurance covering those employees as is warranted, naming Des Moines County as an additional insured. During the period of this Agreement, Tenant and Des Moines County shall hold each other harmless from any liability or responsibility for the acts or omissions of any of their respective employees or agents.

8. Utilities.

Landlord shall pay Utilities Electric, gas, water, sewer, and garbage. The tenant is responsible for other services such as phone, internet, cable, etc.

Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenants shall not use any equipment or devices that utilize excessive electrical energy, or which may, in the Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

9. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive, or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

10. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

11. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests, and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees. Separate structured parking, if any, located about the Building is reserved for tenants of the Building.

12. Building Rules.

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all its agents, employees, invitees, and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

The consumption or possession of alcoholic beverages or illegal drugs by tenants or visitors is not allowed anywhere on or near the premises of Crisis Center, which includes but is not limited to, the inside of vehicles, rooms, and all common areas.

Tenant or guests will not permit the dwelling to be used for, engage, or to facilitate criminal activity including drug related criminal activity on or near the premises.

Smoking- Tenant, guest, or other people under Tenant's control shall not smoke anywhere in the building. Smoking is permitted outside, in designated areas only. Must follow guidelines from the Iowa Smoke free Air Act.

Candles- Tenants shall not burn candles, or start any open flames, anywhere in the building or on the property.

Any violation of the above may lead to an immediate termination of agreement and eviction.

To allow no fish, birds, reptiles, animals nor pets of any kind [except for assistive animals] anywhere on premises at any time without prior written permission from DMC maintenance. To report to DMC maintenance any pets seen anywhere on the premises. May not keep pets even temporarily belonging to another person at any time for any reason.

Assistive Animals: Potential tenants must prove [Through State Law] the need for an assistive animal and there will be no more than one assistive animal per unit. No assistive animal can be harmful to others. The assistive animal must always be crated when Tenant is absent from the unit. The size of the crate must be of adequate size to allow freedom of movement. If the assistive animal is a cat, the Tenant must provide a veterinary certificate stating the front claws have been removed. Tenants must provide a veterinary certificate stating that all assistive animals have been spayed or neutered. Tenant must show that the animals are current with necessary vaccines. Carpet must be professionally cleaned and treated as necessary for pest infestation if it is so recommended by pest control professionals at the Tenants expense. Tenants are responsible to walk assistive animal only in designated areas. Any waste left by animals must be collected and disposed of appropriately by the Tenant. Assistive animals must be on a leash at all times in public or common areas.

13. Damage and Destruction.

Subject to Section 7 above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty, or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor

or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes unless otherwise provided for in Section 7. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control, and which renders the Leased Premises, or any appurtenance thereto, inoperable, or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

14. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

TERMINATION AND AMENDMENT.

Either party to this Agreement shall have the right to terminate this Agreement for cause upon giving a ninety (90) day prior notice in writing. The first thirty (30) days after a notice of termination for cause may be used to correct and cure the causes listed in the notice, thereby rescinding the termination. "Cause" shall be defined as including, but not limited to, the following: an increase in per diem not included in the Agreement or agreed to by both parties, documented abuse in violation of rules of Department of Inspections and Appeals or state law, or violation of the terms and conditions of this Agreement or any provision incorporated. This Agreement may be terminated immediately because of loss of license or bankruptcy. County may amend this Agreement to comply with changes in state law or policy and shall give written notice to Provider of such amendment and its effective date.

15. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable, and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

16. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

17. Subordination.

Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

18. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Des Moines County Auditor

513 N. Main

Burlington, Iowa 52601

If to Tenant to:

Megan Simmons, Chief Financial Officer

Imagine the Possibilities

1710 E Maple Street

Maquoketa, Iowa 52060

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

19. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

20. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

21. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

22. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than ninety (90) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

23. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances, and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Leased Premises.

24. **Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

25. **Governing Law.** This Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Iowa.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

BY DES MOINES COUNTY:

Mr. Thomas Broeker, Chairman
Des Moines County Board of Supervisors

Date

Mr. Jim Cary, Vice-Chairman
Des Moines County Board of Supervisors

Date

Mr. Shane McCampbell, Member
Des Moines County Board of Supervisors

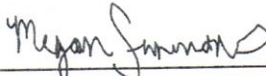
Date

ATTEST:

Ms. Sara Doty
Des Moines County Auditor

Date

FOR HOPE HAVEN AREA DEVELOPMENT:



Megan Simmons, Chief Financial Officer

6/20/2024

Date

**LEASE AGREEMENT BETWEEN DES MOINES COUNTY AND IMAGINE THE POSSIBILITIES FOR
COTTONWOOD PROPERTY**

This Commercial Lease Agreement ("Lease") is made and effective July 1, 2024, by and between DES MOINES COUNTY ("Landlord") and Imagine The Possibilities ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 910 COTTONWOOD, SUITE 1001, BURLINGTON, IOWA 52601 and legally described as follows (the "Building"):

Landlord makes available for lease a portion of the Building designated as RIVERCROSS COTTONWOOD CARE FACILITY, SUITE 1001 (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for a "Term" beginning JULY 1, 2024 and ending JUNE 30, 2025. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

2. Rental.

A. Tenant shall pay to Landlord during the Term rental of \$20,000.00 per year, payable in installments of \$1,666.67 per month which shall include maintenance costs (including sprinkler and generator). Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at DES MOINES COUNTY MAINTENANCE OFFICE, 513 N. MAIN ST, BURLINGTON, IOWA or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

3. Use

Tenant covenants and agrees that during the term of this Agreement, it will use and occupy the premises exclusively for the provision of Residential Care Facility. Where applicable, Tenant agrees to operate and maintain the property strictly in accordance with any/ all rules, standards, and regulations promulgated by the Iowa Department of Inspections and Appeals and the Iowa Department of Human Services, in accordance with all Federal, State, or Local laws, rules, standards, and resolutions applying to such operation, and shall obtain or maintain such licenses, approvals, and/or accreditation as may be required, and in keeping with the principles of ethical behavior.

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, or to any corporation under common control with Tenant. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs.

Tenant takes the premises in their present condition. All repairs exceeding \$500.00 per occurrence will have prior approval of the County or its officially designated representative. The first \$500.00 (or less if the cost does not equal or exceed \$500.00) for each repair occurrence will be paid by Tenant, and the balance remaining after payment of \$500.00 by Tenant will be paid by County. Tenant shall not do, nor cause to be done, any remodeling of existing structures, nor erection of new structures unless County gives prior consent. Tenant shall maintain said premises in a safe and serviceable condition, except for normal wear and tear, and will not permit the premises to be damaged by any act or negligence of Tenant, its agents, or employees. Tenant will be responsible for daily and routine cleaning, including garbage removal.

County would suggest the Tenant utilize the following items as a guide to successful daily operations:

- Outdoor areas including all porches, furniture, and the gazebo shall be kept clean and free of debris and weeds to provide a safe environment.
- Provide timely and accurate work orders to Des Moines County Maintenance.

- The property will be kept clean.
- Inspections will be performed by County officials.
- General building and grounds maintenance issues will be handled by Des Moines County, all concerns shall be directed to the County Maintenance Supervisor

6. Alterations and Improvements.

Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises.

Landlord will give an initial inventory of personal property leased hereunder, after which tenant shall keep an up-to-date inventory of the personal property leased hereunder, notifying County of any losses, thefts, destruction, or contemplated disposal of personal property not needed for the operation of the Leased Premises or welfare of the individuals. Any replacement of Leased Premises property purchased by Tenant during the term of this lease shall remain with County upon termination of the Agreement, except items that the Landlord has given written approval for them to remain the property of the tenant at the end of the lease term. An exception for those items of personal property that you replace which the Landlord, in writing, approves can be replaced and remain the property of the Tenant at the end of the lease term. Tenant shall have the right to use all furniture, equipment, and other personal property located in Leased Premises. Equipment purchased by Tenant not reimbursed or otherwise paid for by County (except for items purchased to replace original items on the inventory) and perishables (e.g. – food, office, medical, and cleaning supplies) for the operation of the Care Facility shall remain the property of Tenant. The County has the right to make an independent inventory of its personal property at any time.

7. Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall insure the building, for at least \$1 million, against hazards and casualties, including fire and extended coverage; Landlord shall also maintain general liability insurance covering its potential liability for any property damage or bodily injury for which it may be responsible as owner. Tenant shall keep in full force and effect during the term of this lease general liability insurance, as well as professional malpractice insurance covering those employees as is warranted, naming Des Moines County as an additional insured. During the period of this Agreement, Tenant and Des Moines County shall hold each other harmless from any liability or responsibility for the acts or omissions of any of their respective employees or agents.

8. Utilities.

Tenant shall pay All Utilities Electric, gas, water, sewer, garbage, phone, internet, cable ,etc.

Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overloads the wiring or interferes with electrical services to other tenants.

9. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant. Tenant shall not remove any signs without consent from Landlord.

10. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

11. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees. Separated structured parking, if any, located about the Building is reserved for tenants of the Building.

12. Building Rules.

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

The consumption or possession of alcoholic beverages or illegal drugs by tenants or visitors is not allowed anywhere on or near the premises of Care Facility, which includes but is not limited to, the inside of vehicles, rooms, and all common areas.

Tenants and visitors are not to be on or near the Care Facility while under the influence of alcohol or drugs. Anyone who witnesses signs of alcohol or drug abuse has an obligation to report it to the Residential Services Director, so as to protect the well being of other people.

Tenant or guests will not permit the dwelling to be used for, engage, or to facilitate criminal activity including drug related criminal activity on or near the premises.

Smoking- Tenant, guest, or other person's under Tenant's control shall not smoke anywhere in the building. Smoking is permitted outside, in designated areas only.

Candles- Tenants shall not burn candles, or start any open flames, anywhere in the building or on the property.

To allow no fish, birds, reptiles, animals nor pets of any kind [except for assistive animals] anywhere on premises at any time without prior written permission from DMC maintenance. To report to DMC maintenance any pets seen anywhere on the premises. May not keep pets even temporarily belonging to another person at any time for any reason.

Assistive Animals: Potential tenants must prove [Through State Law] the need for an assistive animal and there will be no more than one assistive animal per unit. No assistive animal can be harmful to others. The assistive animal must be crated at all times when Tenant is absent from the unit. The size of the crate must be of adequate size to allow freedom of movement. If the assistive animal is a cat, the Tenant must provide a veterinary certificate stating the front claws have been removed. Tenant must provide veterinary certificate stating that all assistive animals have been spayed or neutered. Tenant must show that the animals are current with necessary vaccines. Carpet must be professionally cleaned and treated as necessary for pest infestation if it is so recommended by pest control professionals at the Tenants expense. Tenant is responsible to walk assistive animal only in designated areas. Any waste left by animal must be collected and disposed of appropriately by Tenant. Assistive animal must be on a leash at all times in public or common areas.

13. Damage and Destruction.

Subject to Section 7 above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays

resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes unless otherwise provided for in Section 7. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

14. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

TERMINATION AND AMENDMENT.

Either party to this Agreement shall have the right to terminate this Agreement for cause upon giving a ninety (90) day prior notice in writing. The first thirty (30) days after a notice of termination for cause may be used to correct and cure the causes listed in the notice, thereby rescinding the termination. "Cause" shall be defined as including, but not limited to, the following: an increase in per diem not included in the Agreement or agreed to by both parties, documented abuse in violation of rules of Department of Inspections and Appeals or state law, or violation of the terms and conditions of this Agreement or any provision incorporated. This Agreement may be terminated immediately because of loss of license or bankruptcy. Landlord may amend this Agreement to comply with changes in state law or policy and shall give written notice to Provider of such amendment and its effective date.

15. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

16. **Condemnation.**

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

17. **Subordination.**

Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

18. **Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Des Moines County Auditor

513 N. Main

Burlington, Iowa 52601

If to Tenant to:

Megan Simmons, Chief Financial Officer

Imagine the Possibilities

1710 E Maple Street

Maquoketa, Iowa 52060

Landlord and Tenant shall each have the right from time to time to change the place notice is to

be given under this paragraph by written notice thereof to the other party.

19. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

20. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

21. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

22. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than ninety (90) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

23. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

24. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

25. **Governing Law.**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Iowa.

ON WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

BY DES MOINES COUNTY:

Mr. Thomas Broeker, Chairman
Des Moines County Board of Supervisors

Date

Mr. Jim Cary, Vice-Chairman
Des Moines County Board of Supervisors

Date

Mr. Shane McCampbell, Member
Des Moines County Board of Supervisors

Date

ATTEST:

Ms. Sara Doty
Des Moines County Auditor

Date

FOR INAGINE THE POSSIBILITIES:



Megan Simmons, Chief Financial Officer

6/20/2024
Date

**LEASE AGREEMENT BETWEEN DES MOINES COUNTY OPTIMAE LIFE SERVICES FOR
910 COTTONWOOD SUITE 1001 OFFICE SPACE**

This Commercial Lease Agreement ("Lease") is made and effective July 1, 2024, by and between DES MOINES COUNTY ("Landlord") and OPTIMAE LIFE SERVICES ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 910 COTTONWOOD, SUITE 1000, BURLINGTON, IOWA 52601 and legally described as follows (the "Building"):

Landlord makes available for lease a portion of the Building designated as OPTIMAE LIFE SERVICES, SUITE 1001 (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained, and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning JULY 1, 2024, and ending JUNE 30, 2025. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

2. Rental.

A. Tenant shall pay to Landlord during the Term rental of \$20,136 per year, payable in installments of \$1,678.00 per month which shall include all maintenance costs. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at DES MOINES COUNTY, 513 N. MAIN ST, BURLINGTON, IOWA or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

3. Use.

Tenant covenants and agrees that during the term of this Agreement, it will use and occupy the premises exclusively for the provision of OPTIMAE Life Services. Where applicable, Tennant agrees to operate and maintain the property strictly in accordance with any/ all rules, standards, and regulations promulgated by the Iowa Department of Inspections and Appeals and the Iowa Department of Human Services, in accordance with all Federal, State, or Local laws, rules, standards, and resolutions applying to such operation, and shall obtain or maintain such licenses, approvals, and/or accreditation as may be required, and in keeping with the principles of ethical behavior.

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing, or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, or to any corporation under common control with Tenant. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs.

The tenant takes the premises in their present condition. All repairs exceeding \$500.00 per occurrence will have prior approval of the County or its officially designated representative. The first \$500.00 (or less if the cost does not equal or exceed \$500.00) for each repair occurrence will be paid by the Tenant, and the balance remaining after payment of \$500.00 by Tenant will be paid by County. Tenant shall not do, nor cause to be done, any remodeling of existing structures, nor erection of new structures unless County gives prior consent. Tenant shall maintain said premises in a safe and serviceable condition, except for normal wear and tear, and will not permit the premises to be damaged by any act or negligence of Tenant, its agents, or employees. The tenant will be responsible for daily and routine cleaning.

County would suggest the Tenant utilize the following items as a guide to successful daily operations:

- Practice of closing and locking of all doors when rooms or said leased space is not occupied by Optimae Life Service staff per safety and security purposes.
- Outdoor areas including all porches and furniture shall be kept clean and free of debris and weeds to provide a safe environment.
- Provide timely and accurate work orders to Des Moines County Maintenance.
- The property will be kept clean.

- Inspections will be performed by County officials.
- General building and grounds maintenance issues will be handled by Des Moines County, all concerns shall be directed to the County Maintenance Supervisor

6. Alterations and Improvements.

The tenant shall have the right to place and install personal property, trade fixtures, equipment, and other temporary installations in and upon the Leased Premises and fasten the same to the premises.

Tenant shall keep an up-to-date inventory of the personal property leased hereunder, notifying County of any losses, thefts, destruction, or contemplated disposal of personal property not needed for the operation of the Leased Premises or welfare of the individuals. Any replacement of Leased Premises property purchased by Tenant during the term of this lease shall remain with County upon termination of the Agreement. The tenant shall have the right to use all furniture, equipment, and other personal property located in Leased Premises. Equipment purchased by Tenant not reimbursed or otherwise paid for by County (except for items purchased to replace original items on the inventory) and perishables (e.g. – food, office, medical, and cleaning supplies) for the operation of OPTIMAE services shall remain the property of Tenant. The County has the right to make an independent inventory of its personal property at any time.

7. Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance. The tenant shall pay for fire monitoring services for the property.

B. County shall insure the building and personal property against hazards and casualties, including fire and extended coverage; County shall also maintain general liability insurance covering its potential liability for any property damage or bodily injury for which it may be responsible as owner. Tenant shall keep in full force and effect during the term of this lease general liability insurance, as well as professional malpractice insurance covering those employees as is warranted, naming Des Moines County as an additional insured. During the period of this Agreement, Tenant and Des Moines County shall hold each other harmless from any liability or responsibility for the acts or omissions of any of their respective employees or agents.

8. Utilities.

Des Moines County shall pay Utilities Electric, gas, water, sewer, and garbage. The tenant is responsible for other services such as phone, internet, cable, etc.

Tenant acknowledges that the Leased Premises are designed to provide standard office use

electrical facilities and standard office lighting. Tenants shall not use any equipment or devices that utilize excessive electrical energy, or which may, in the Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

9. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive, or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

10. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises. Des Moines County shall have the right to enter upon the Leased Premises at any time for emergency purposes. Des Moines County Maintenance is the point of contact and issuer for Keys and Security Access badges/key fobs. Tenant representatives and/or tenants' employees shall agree to all terms and conditions within the Security badge/key fob and Key Agreements signed at time of issuance.

11. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests, and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees. Separate structured parking, if any, located about the Building is reserved for tenants of the Building.

12. Building Rules.

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

The consumption or possession of alcoholic beverages or illegal drugs by tenants or visitors is not allowed anywhere on or near the premises of OPTIMAE Life Services, which includes but is

not limited to, the inside of vehicles, rooms, and all common areas.

Tenants and visitors are not to be on or near the OPTIMAE Life Services while under the influence of alcohol or drugs. Anyone who witnesses signs of alcohol or drug abuse has an obligation to report it to management, to protect the well-being of other people.

Tenant or guests will not permit the dwelling to be used for, engage, or to facilitate criminal activity including drug related criminal activity on or near the premises.

Smoking- Tenant, guest, or other people under Tenant's control shall not smoke anywhere in the building. Smoking is permitted outside, in designated areas only per Iowa Smoke Free Air Act.

Candles- Tenants shall not burn candles, or start any open flames, anywhere in the building or on the property.

Any violation of the above may lead to an immediate termination of agreement and eviction.

To allow no fish, birds, reptiles, animals nor pets of any kind [except for assistive animals] anywhere on premises at any time without prior written permission from DMC maintenance. To report to DMC maintenance any pets seen anywhere on the premises. May not keep pets even temporarily belonging to another person at any time for any reason.

Assistive Animals: Potential tenants must prove [Through State Law] the need for an assistive animal and there will be no more than one assistive animal per unit. No assistive animal can be harmful to others. The assistive animal must be crated at all times when Tenant is absent from the unit. The size of the crate must be of adequate size to allow freedom of movement. If the assistive animal is a cat, the Tenant must provide a veterinary certificate stating the front claws have been removed. Tenants must provide a veterinary certificate stating that all assistive animals have been spayed or neutered. Tenant must show that the animals are current with necessary vaccines. Carpet must be professionally cleaned and treated as necessary for pest infestation if it is so recommended by pest control professionals at the Tenants expense. Tenants are responsible to walk assistive animal only in designated areas. Any waste left by animals must be collected and disposed of appropriately by the Tenant. Assistive animals must be always on a leash in public or common areas.

13. Damage and Destruction.

Subject to Section 7 above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty, or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage.

In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes unless otherwise provided for in Section 7. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control, and which renders the Leased Premises, or any appurtenance thereto, inoperable, or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

14. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

TERMINATION AND AMENDMENT.

Either party to this Agreement shall have the right to terminate this Agreement for cause upon giving a ninety (90) day prior notice in writing. The first thirty (30) days after a notice of termination for cause may be used to correct and cure the causes listed in the notice, thereby rescinding the termination. "Cause" shall be defined as including, but not limited to, the following: an increase in per diem not included in the Agreement or agreed to by both parties, documented abuse in violation of rules of Department of Inspections and Appeals or state law, or violation of the terms and conditions of this Agreement or any provision incorporated. This Agreement may be terminated immediately because of loss of license or bankruptcy. County may amend this Agreement to comply with changes in state law or policy and shall give written notice to Provider of such amendment and its effective date.

15. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable, and undisturbed and uninterrupted possession of the Leased Premises during the term of this

Lease.

16. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

17. Subordination.

Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

18. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:
Des Moines County Auditor
513 N. Main
Burlington, Iowa 52601

If to Tenant to:
Optimae Life Services
James Maize
301 West Burlington Avenue
Fairfield, Iowa 52556

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

19. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express

waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

20. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

21. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

22. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than ninety (90) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

23. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances, and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Leased Premises.

24. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

25. Governing Law.

This Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Iowa.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

BY DES MOINES COUNTY:

Mr. Thomas Broeker, Chairman
Des Moines County Board of Supervisors

Date

Mr. Jim Cary, Vice-Chairman
Des Moines County Board of Supervisors

Date

Mr. Shane McCampbell, Member
Des Moines County Board of Supervisors

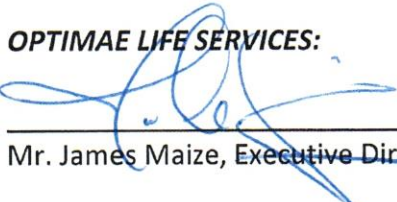
Date

ATTEST:

Ms. Sara Doty
Des Moines County Auditor

Date

OPTIMAE LIFE SERVICES:



Mr. James Maize, Executive Director CFO

Date

AGENDA ITEM

FOR BOARD MEETING ON 25 June 2024


Title of Document: Cigarette / Tobacco Permit
Rivermont

After approval by the Supervisors, this document should be:

Record in Recorder's Office

Send copy to:

Send original to:

 call to pick-up

mail to:

other: Give to Angie

Department and name of person submitting item: Auditors Mylo

I prefer to keep the original document on file in my office. If you want an original copy also, please bring two for the Board to sign.

Agenda items are due by **10 AM on the Friday** before the next Tuesday's meeting. If the documents are not in my office by 1PM, the item will be removed from the agenda. The Board needs some time to look over items that you are asking to be approved so please do them the courtesy of allowing them time to read and discuss them.

Additional instructions are on the final page.

For period (MM/DD/YYYY) 07/01/2024 through 06/30/2025

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

Business Information:

Legal name/Doing business as (DBA): RIVER MART

Iowa sales and use tax account number: 1-29-014573

Retail address: 14562 WASHINGTON Rd. City: W. BURLINGTON State: IA ZIP: 52655

Mailing address: AS ABOVE City: State: ZIP:

Phone: 319-208-1849

Legal Ownership Information:

Type of ownership: Sole Proprietor Partnership Corporation LLC X LLP H+M Enterprise LLC

Name of sole proprietor, partnership, corporation, LLC, or LLP: HARVINDER DHANAU

Primary office address: 14562 WASHINGTON Rd. City: W. BURLINGTON State: IA ZIP: 52655

Phone: 319-208-1849 Fax: SAME Email:

Retail Information:

Types of Sales: Over-the-counter X Vending machine Delivery sales of alternative nicotine/vapor products Mobile sales VIN: License plate number:

Types of Products Sold: (Check all that apply) Cigarettes X Tobacco X Alternative nicotine products Vapor products

Type of Establishment: (Select the options that best describe the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station X Drug store Grocery store Hotel/motel Liquor store Restaurant Tobacco store Other (provide description)

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s): None

Do you intend to make retail sales to ultimate consumers? Yes X No

Include with this application a list of your suppliers of cigarettes, tobacco, alternative nicotine and vapor products on a separate sheet. (attached)

Identify partners or corporate officers (up to three) if the business is not a sole proprietorship.

Name: Title:

Address:

City: State: ZIP:

Name: Title:

Address: _____

City: _____ State: _____ ZIP: _____

Name: _____ Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

If this application is approved and a permit is granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Authorized Party

I, the undersigned, declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete. I declare that I am authorized to act on behalf of the taxpayer, and will only act within my authority.

Printed Name/Title: HARVINDER DHANNU / OWNER

Authorized Signature: [Handwritten Signature]

Date: 6/15/2024 Email: _____

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$ 50.00
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Des Moines County
- New Renewal

Send completed/approved application to the Iowa Department of Revenue within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

List of Cigarettes, tobacco product suppliers:

Core-Mark Midcontinent, Inc.

P.O.Box # 368

Carrol, Iowa-51401

(712) 792-3503

AGENDA ITEM

FOR BOARD MEETING ON 25 June 2024

Title of Document: Liquor License Approval for

Backpocket Brewing LLC due to change in Ownership percentage

After approval by the Supervisors, this document should be:

Record in Recorder's Office

Send copy to:

Send original to:



call to pick-up



mail to:



other: Give to Alex

Department and name of person submitting item:

Auditors Alex

I prefer to keep the original document on file in my office. If you want an original copy also, please bring two for the Board to sign.

Agenda items are due by **10 AM on the Friday** before the next Tuesday's meeting. If the documents are not in my office by 1PM, the item will be removed from the agenda. The Board needs some time to look over items that you are asking to be approved so please do them the courtesy of allowing them time to read and discuss them.



Des Moines County Auditor's Office

Sara Doty, Auditor & Commissioner of Elections

513 N Main Street
PO Box 784
Burlington, IA 52601

Phone: 319-753-8232
Fax: 319-753-8227

June 20, 2024

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

Dear Board,

On June 11, 2024, an application for a liquor license for Backpacket Brewing. LLC was approved.

On June 13, 2024, I received another application for the same company Backpacket Brewing LLC and for the same dates. It appears that the ownership percentage was incorrect on the first application and was corrected. Because of this correction, a new permit must be approved by the Board. This is why there is another application for Backpacket Brewing LLC on the agenda today.

Thank you.

Angie Paytes
Local Authority

Ownership Updates Application (App-203346)

Backpocket Brewing LLC

License or Permit Type

License or Permit Type

Length of License Requested

Special Class C Retail Alcohol License

5 Day

Tentative Effective Date

Tentative Expiration Date

2024-07-27

2024-07-31

Privileges / Sub-Permits Information

Privileges

Sub-Permits

Premises Information

Business Information

*** (required) Name of Legal Entity (The name of the individual, partnership, corporation or other similar legal entity that is receiving the income from the alcoholic beverages sold)**

BACKPOCKET BREWING, LLC

*** (required) Name of Business (D/B/A)**

Backpocket Brewing LLC

Indicate how the business will be operated

Limited Liability Company

*** (required) Federal Employer ID #**

27-4363229

*** (required) Business Number of Secretary of State**

409982

Premises Information

Address of Premises:

You must use the Address or location field below to search for your operating location. If your event does not populate, please find the closest applicable address and then modify your premises street field to better identify the address of your event.

Address or location

20472 Mediapolis Road, Yarmouth, Iowa, Des Moines

Search by a location name or address to automatically populate the address fields below (optional)

*** (required) Premises Street**

20472 Mediapolis Road

Premises Suite/Apt Number

*** (required) Premises City**

Yarmouth

Premises State

Iowa

*** (required) Premises Zip/Postal Code**

52660

Premises County

Des Moines

*** (required) Local Authority (Select the Local Authority which has jurisdiction over the premises where operations will be conducted)**
County of Des Moines

Control of Premises

lease

Is the capacity of your establishment over 200?

Yes

Are other liquor, wine or beer businesses accessible from the interior of your premises?

Equipped with tables and seats to accommodate a minimum of 25?

Yes

*** (required) # of Floors:**

1

Is your premises equipped with at least one adequate, conveniently located indoor or outdoor toilet facility for use by patrons?

Yes

Premises Type

RAGBRAI

Does your premises conform to all local and state health, fire and building laws and regulation?

Yes

Contact Information

*** (required) Contact Name**

Whitney Daniels

*

*** (required) Business**

(required) Extension

(319) 449-3700

*** (required) Email Address**

whitney.daniels@backpocketbrewing.com

*

*** (required) Phone**

(required) Extension

(319) 541-3325

Same as Premises Address

Mailing Address:

You must use the Address or location field below to search for your operating location. If your event does not populate, please find the closest applicable address and then modify your premises street field to better identify the address of your event.

Address or location

903 Quarry Road Iowa River Landing, Coralville, Iowa, Johnson

Search by a location name or address to automatically populate the address fields below (optional)

Mailing Street

903 Quarry Road Iowa River Landing

Mailing Suite/Apt Number

Mailing City

Coralville

Mailing State

Iowa

Mailing Zip/Postal Code

52241

Mailing County

Johnson

Ownership

Marci Strutt

Position: Owner

SSN: XXX-XX-6691

US Citizen: Yes

Ownership: 42.19%

DOB: 08/09/1955

David Strutt

Position: Owner

SSN: XXX-XX-7170

US Citizen: Yes

Ownership: 42.19%

DOB: 10/17/1953

Criminal History Information

Has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?

No

Has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law (not including traffic violations, except those that are alcohol related)?

No

Dramshop Verification Information

Dram Shop

Illinois Casualty Co

Local Authority Information

Extension

* (required) Daytime Phone for

- Local Authority

(319) 752-8232

Was a DCI background check run?

* (required) Local Authority Email Address

paytesa@dmcounty.com

Comments

Document Upload Information

DOCUMENT NAME

Sketch

UPLOADED DOCUMENTS

ADDITIONAL COMMENTS

DOCUMENT NAME

Proof of Control of Property (Deed / Final Sales Contract / Lease / Written Agreement)

**Purchase agreements not accepted

UPLOADED DOCUMENTS

ADDITIONAL COMMENTS



COPY

Application # 201061

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
BACKPOCKET BREWING, LLC	Backpocket Brewing LLC	(319) 449-3700

ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
20472 Mediapolis Road		Yarmouth	Des Moines	52660

MAILING ADDRESS	CITY	STATE	ZIP
903 Quarry Road Iowa River Landing	Coralville	Iowa	52241

Contact Person

COPY

COPY

NAME	PHONE	EMAIL
Whitney Daniels	(319) 541-3325	whitney.daniels@backpocketbrewing.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	5 Day	Submitted to Local Authority

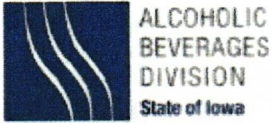
TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
July 27, 2024	July 31, 2024	

SUB-PERMITS
Special Class C Retail Alcohol License

COPY

APPROVED

 JUN 11 2024
BOARD OF SUPERVISORS



Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Marci Strutt	West Des Moines	Iowa	50265	Owner	49.54	Yes
David Strutt	West Des Moines	Iowa	50265	Owner	49.54	Yes

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

May 5, 2024

POLICY EXPIRATION DATE

May 4, 2025

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Christopher Scarborough Employee # : 0655
 Title: Assistant County Attorney Department: County Attorney

STATUS CHANGES

TERMINATION

- | | |
|---|---|
| <input checked="" type="checkbox"/> Resignation | <input type="checkbox"/> Unsatisfactory Probation |
| <input type="checkbox"/> Discharge | <input type="checkbox"/> Death |
| <input type="checkbox"/> Retirement | <input type="checkbox"/> Other, Explain |

TRANSFER

- | | |
|------------------------------------|--------------------------------------|
| <input type="checkbox"/> Permanent | <input type="checkbox"/> Voluntary |
| <input type="checkbox"/> Temporary | <input type="checkbox"/> Involuntary |

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

Last Day Worked June 28, 2024
 Add Vacation Days 0 to _____
 Add Sick Days 0 to _____
 Add Other Days 0 to _____
 Last Day Paid _____
 Unpaid Days _____ Personal hrs _____

LAY OFF

Final Termination Date _____ Does the employee Want
 Health Insurance Continued Yes No
 Does Employee Want Life
 Insurance Continued Yes No
 Final Rate of Pay _____
 Permanent Address _____
 City, State, Zip _____
 Last Day Worked _____

LEAVE OF ABSENCE

- | | |
|---|--------------------------------------|
| <input type="checkbox"/> Maternity | <input type="checkbox"/> Educational |
| <input type="checkbox"/> Medical | <input type="checkbox"/> Military |
| <input type="checkbox"/> Other, Explain | _____ |

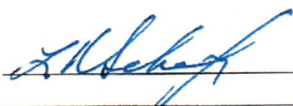
SALARY ADJUSTMENT

- | | |
|---|---|
| <input type="checkbox"/> Reclassification | <input type="checkbox"/> Demotion |
| <input type="checkbox"/> Anniversary | <input type="checkbox"/> Reduction |
| <input type="checkbox"/> Promotion | <input type="checkbox"/> Suspension |
| <input type="checkbox"/> Probationary | <input type="checkbox"/> Other, Explain |

**Promotion to Senior Assistant County Attorney-
 Effective 6-28-24- Resignation**

Dates of Absence _____ to _____ 0001-04-1100-000-10020 -

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

Authorized by:  Department: Lisa K. Schaefer Date: 6/19-24
 Authorized by: _____ Department: _____ Date: _____

Pay Period Ending: _____ Payroll Date: _____

NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Angela Coey Employee #: 0920
Title: Correctional Officer Department: Correctional Center

STATUS CHANGES

TERMINATION

- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Resignation | <input type="checkbox"/> Unsatisfactory Probation |
| <input type="checkbox"/> Discharge | <input type="checkbox"/> Death |
| <input type="checkbox"/> Retirement | <input type="checkbox"/> 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

- | | |
|--|--------------------------------------|
| <input type="checkbox"/> Maternity | <input type="checkbox"/> Educational |
| <input checked="" type="checkbox"/> Medical | <input type="checkbox"/> Military |
| <input type="checkbox"/> Other, Explain | |

FMLA - Unpaid - 22.94 hours

Dates of Absence _____ to _____

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

TRANSFER

- | | |
|------------------------------------|--------------------------------------|
| <input type="checkbox"/> Permanent | <input type="checkbox"/> Voluntary |
| <input type="checkbox"/> Temporary | <input type="checkbox"/> Involuntary |

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

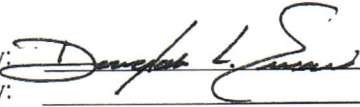
LAY OFF

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

SALARY ADJUSTMENT

- | | |
|--------------------------------------|---|
| <input type="checkbox"/> New Hire | <input type="checkbox"/> Probationary |
| <input type="checkbox"/> 77.11Hours | <input type="checkbox"/> Demotion |
| <input type="checkbox"/> 80 Hours | <input type="checkbox"/> Reduction |
| <input type="checkbox"/> Anniversary | <input type="checkbox"/> Suspension |
| <input type="checkbox"/> Promotion | <input type="checkbox"/> Other, Explain |

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

Authorized by:  Department: Correctional Center Date: June 21, 2024
Authorized by: _____ Department: _____ Date: _____

Pay Period Ending: June 22, 2024 Payroll Date: June 28, 2024

June 18, 2024

The Des Moines County Board of Supervisors met in regular session at the Court House in Burlington at 9:00 AM on Tuesday, June 18, 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: Budget Director Cheryl McVey had nothing new to report. Assistant Land Use Administrator Jarred Lassiter stated that they had a Board of Adjustment meeting to discuss a variance and next week they will have a Zoning Commission meeting to review a couple things including a final plat for a subdivision. Conservation Director Chris Lee stated that construction is going on at Big Hollow. The summer camps at Starrs Cave will be going on all summer. Their CORE Specialist is up and running and is mostly funded from a grant from Kiwanis. He thanked them for their support. County Treasurer Janelle Nalley-Londquist reported that the tax sale yesterday went well. There were 425 parcels offered. The numbers are down. County Recorder Natalie Steffener reported that she went to summer school last week where they discussed proposed legislation. County Attorney Lisa Schaefer reported that they had two successful jury trials. Her Senior Assistant County Attorney is leaving for a job in Lee County. He had ten years of experience. She is down a third of her Attorney staff and an Investigator and an Administrative Assistant. Public Health Director Christa Poggemiller stated her office remains busy. The building is coming along well. County Engineer Brian Carter reported that our crew finished up the bridge in the bottoms and the road is open. The bridge contractor on Highway 99 is going to start driving pilings or the piers this morning. The Subcontractor on Upper Flint Road is removing the old bridge. Discussion was held regarding other bridge projects.

No correspondence was received.

Approval of Accounts Payable claims in the amount of \$1,232,008.89 were presented. Cary made a motion to approve and was seconded by McCampbell.

Adam Kerns from Hub International presented the FY25 Worker's Compensation Renewal. McCampbell made a motion to approve and was seconded by McCampbell.

Approval of the Sheriff's Amended FY25 Appointment Letter. McCampbell made a motion to approve and was seconded by Cary.

Cary commented that the Sheriff had been in earlier and stated there were 88 inmates in the Jail. Sixteen are housed out-of-county. Ten will be transferred to prison.

Approval of cancelling Treasurer's checks that are over one year old totaling \$1,400. Cary made a motion to approve and was seconded by McCampbell.

Approval of Resolution #2024-033 for Conservation Inter-Fund Transfer FY2024/2025. McCampbell made a motion to approve and was seconded by Cary.

INSERT RESOLUTION #2024-033

Approval of Resolution #2024-034 for Secondary Roads Inter-Fund Transfer FY2024-2025. McCampbell made a motion to approve and was seconded by Cary.

INSERT RESOLUION #2024-034

Personnel Actions – Conservation, Aron Kehoe, new hire, Community Outdoor Recreation and Education Specialist, Full Time/Seasonal, effective 6/6, \$20 per hr., end date 8/30. McCampbell made a motion to approve and was seconded by Cary. Recorder, Renae Hardin, Second Deputy, 27.11 unpaid time. McCampbell made a motion to approve and was seconded by Cary. Correctional Center – Angela Coey, unpaid leave of 73.30 hours, Kenyetta Rooks, new hire, 77.11 hours, \$48,204.09 per year effective 06/19, Brandon Thye, resignation effective 06/13, final rate of pay \$45,998.45. Cary made a motion to approve and was seconded by McCampbell.

Reports-
Clerk's report of fees collected, May 2024

Cary motioned to approve the June 11th, 2024, regular meeting minutes and was seconded by McCampbell.

Cary attended a RUSS meeting. Jefferson County is considering repealing their nuisance ordinance. He also attended a Southeast Iowa Crime Commission meeting. They are looking for an Operations Manager if anyone is interested. Starting pay will be between \$55,000 and \$60,000. The applicant must have a background in Criminal Justice. He also attended a Juvenile Detention meeting. Our numbers have climbed this year. We had over 1200 bed stays this year.

Broeker attended a Grow Greater Burlington meeting. The Burlington City Manager gave a presentation regarding the effects of the new law on their finances. The new playground was vandalized with \$20,000 in damage.

McCampbell commented that violent crimes are up against children. If you see something, report it.

The meeting was adjourned at 9:38 AM.

Following the meeting, a work session was held with County Engineer Brian Carter regarding future asphalt jobs on Highway 34 and Highway 99.

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

Tom Broeker, Chair
Attest: Cheryl McVey, Budget Director