#### OFFICIAL NOTICE

The Des Moines County Board of Supervisors will hold a regular session on **Tuesday**, **July 16<sup>th</sup>**, **2024** at 9:00 A.M. in the public meeting room at the Des Moines County Courthouse.

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

PUBLIC NOTICE – the meeting can be viewed by live stream at <a href="https://desmoinescounty.iowa.gov/live/">https://desmoinescounty.iowa.gov/live/</a> Anyone with questions during the meeting may email the Board of Supervisors at <a href="mailto:board@admcounty.com">board@admcounty.com</a> 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. Accounts Payable Claims
  - B. Resolution #2024-037 Authorizing and Approving a Certain Loan Agreement, Providing for the Issuance of a General Obligation County Purpose Note, Series 2024A and Providing for the Levy of Taxes to Pay the Same
  - C. Resolution #2024-038 Authorizing and Approving a Certain Loan Agreement, Providing for the Issuance of a Taxable General Obligation County Purpose Note, Series 2024B and Providing for the Levy of Taxes to Pay the Same
  - D. Approval of Assessor's 2024 Homestead Credits & Military Exemptions
  - E. Approval of Assessor's 2024 Disabled Veterans Exemptions
  - F. Personnel Actions -
    - 1. Sheriff (2)
    - 2. Correctional Center (1)
    - 3. Local Health (1)
  - G. Reports:
    - 1. Clerk's Report of Fees Collected, June 2024
  - H. Minutes for Regular Meeting on July 9th, 2024
- 6. Other Business
- 7. Future Agenda Items
- 8. Committee Reports
- 9. Public Input
- 10. Adjournment

Work Sessions Following the Meeting:

**BOS / Elected Officials** 

**RE:** Compensation Board

BOS / County Engineer

RE: Project Tour

# **Accounts Payable Claims**

# 07/16/2024 MEETING

\$1,323,359.08

\$100,322.75

\$1,423,681.83

Checks

Wire Transfer Pmnt

**GRAND TOTAL** 



July 11, 2024

#### Via Email

Sara Doty Des Moines County Auditor Des Moines County Courthouse Burlington, IA

Re:

General Obligation County Purpose Note, Series 2024A

Our File No. 472645-13

Dear Sara:

We have prepared and attach proceedings to be used at the July 16, 2024 Board of Supervisors meeting to adopt the resolution (the "Resolution") approving the Loan Agreement and issuing the General Obligation County Purpose Note, Series 2024A (the "2024A Note"). The proceedings attached include the following items:

- 1. Minutes covering the meeting, followed by the Resolution approving the Loan Agreement and authorizing the issuance of the 2024A Note. The form of 2024A Note and Assignment set out in Section 3 of the attached Resolution should not be completed or executed.
  - 2. Attestation Certificate with respect to the validity of the transcript.

As these proceedings are completed, please return one fully executed copy to our office. In the next couple of weeks, we will prepare and furnish you with the necessary closing documents and instructions for your use at the closing of this issue on July 26, 2024. If you have any questions, please contact Erin Regan, Cheryl Ritter or me.

Best regards,

John P. Danos

Attachments

cc: Cheryl McVey
Tom Broeker
Danville State Savings Bank

County Auditor

#### MINUTES TO PROVIDE FOR ISSUANCE OF TAX EXEMPT 2024A NOTE

472645-13

Burlington, Iowa

July 16, 2024

The Board of Supervisors of Des Moines County, Iowa, met on July 16, 2024, at \_\_:\_\_\_ o'clock a.m., at the Boardroom, Des Moines County Courthouse, Burlington, Iowa. The Chairperson presided and the roll was called showing the following Supervisors present and absent: Present: After due consideration and discussion, Supervisor introduced the resolution next hereinafter set out and moved its adoption, seconded by Supervisor \_\_\_\_\_. The Chairperson put the question upon the adoption of said resolution, and the roll being called, the following named Supervisors voted: Whereupon, the Chairperson declared the resolution duly adopted, as hereinafter set out. At the conclusion of the meeting, and upon motion and vote, the Board of Supervisors adjourned. Chairperson, Board of Supervisors Attest:

#### RESOLUTION NO. 2024-037

Resolution authorizing and approving a Loan Agreement, providing for the issuance of a Tax Exempt \$970,000 General Obligation County Purpose Note, Series 2024A

WHEREAS, the Board of Supervisors (the "Board") of Des Moines County, Iowa (the "County") heretofore proposed to enter into a loan agreement (the "Loan Agreement") in a principal amount not to exceed \$3,570,000, pursuant to the provisions of Sections 331.402, 331.441 and 331.442 of the Code of Iowa, for the purpose of (a) undertaking information technology improvements for county buildings (\$343,375); (b) undertaking maintenance and repairs for county buildings (\$150,000); (c) acquiring peace officer communications equipment (\$73,000); (d) acquiring elections system equipment (\$100,000); (e) acquiring and installing emergency communications systems equipment (\$282,000); (f) equipping the County Attorney's office facilities (\$20,000) (collectively hereinafter, items (a) through (f) shall be referred to as the "Projects"); and (g) acquiring insurance for County operations (\$2,600,000)(hereinafter, the "Insurance Acquisition"), and pursuant to law and duly published notice of the proposed action, has held a hearing thereon on April 9, 2024; and

WHEREAS, the County has determined to split its authority under the Loan Agreement and to enter into a Series 2024A Loan Agreement (the "2024A Loan Agreement") and a Series 2024B Loan Agreement (the "2024B Loan Agreement"); and

WHEREAS, the County intends to issue a \$970,000 Tax Exempt General Obligation County Purpose Note, Series 2024A (the "2024A Note") in evidence of its obligations under the 2024A Loan Agreement for the funding of the Projects; and

WHEREAS, the County shall issue a \$2,600,000 Taxable General Obligation County Purpose Note, Series 2024B (the "2024B Note") in evidence of its obligations under the 2024B Loan Agreement for the funding of the Insurance Acquisition; and

WHEREAS, the County has determined to enter into the 2024A Loan Agreement with Danville State Savings Bank, Danville, Iowa (the "Lender") and to issue the 2024A Note in evidence of its obligations thereunder; and

WHEREAS, it is now necessary to make final provision for the approval of the 2024A Loan Agreement and to authorize the issuance of the 2024A Note;

NOW, THEREFORE, Be It Resolved by the Board of Supervisors of Des Moines County, Iowa, as follows:

Section 1. It is hereby determined that the County shall enter into the 2024A Loan Agreement with the Lender in substantially the form which will be placed on file with the County, providing for a loan to the County in the amount of \$970,000 for the purpose or purposes set forth in the preamble hereof.

The Chairperson and County Auditor are hereby authorized and directed to sign the 2024A Loan Agreement on behalf of the County, and the 2024A Loan Agreement is hereby approved.

Section 2. The 2024A Note is hereby authorized to be issued in evidence of the obligations of the County under the 2024A Loan Agreement, in the principal amount of \$970,000, to be dated the date of delivery to the Lender, such date anticipated to be July 26, 2024. The 2024A Note shall be issued as a single term note with final maturity on June 30, 2025 (the "Maturity Date"), in the principal amount and bearing interest at the rate, as follows:

	Principal	Interest Rate
Year	<u>Amount</u>	Per Annum
2025	\$970,000	6.25%

Section 3. Advances on the 2024A Note may be requested by the County Auditor in such amounts and at such times as are needed to pay the cost of the Projects, and the date and amount of each advance shall be entered by the Lender on the Schedule of Advances on the 2024A Note, and each advance of principal shall bear interest from the date of such entry.

The County Auditor is hereby designated as the registrar and paying agent for the 2024A Note and may be hereinafter referred to as the "Registrar" or the "Paying Agent."

Principal of the 2024A Note bears interest at the fixed rate of 6.25% per annum from the date of the 2024A Note. Accrued interest on the 2024A Note shall be payable on December 1, 2024 and on the Maturity Date. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Payment of both principal of and interest on the 2024A Note shall be made to the registered owner appearing on the registration books of the County at the close of business on the fifteenth day of the month next preceding the payment date and shall be paid to the registered owner at the address shown on such registration books; provided, however, that the final installment of principal and interest shall be payable only upon presentation and surrender of the 2024A Note to the Paying Agent.

The County reserves the right to prepay principal of the 2024A Note in whole or in part on any date prior to maturity upon terms of par and accrued interest. All principal so prepaid shall cease to bear interest on the redemption date.

The 2024A Note shall be executed on behalf of the County with the official manual or facsimile signature of the Chairperson and attested with the official manual or facsimile signature of the County Auditor and shall be a fully registered 2024A Note without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the 2024A Note shall cease to be such officer before the delivery of the 2024A Note, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The 2024A Note shall be fully registered as to principal and interest in the name of the owner on the registration books of the County kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owner or its legal representatives or assigns. The 2024A Note shall be transferable only upon the registration books of the County upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of any owners of the 2024A Note shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 4. The 2024A Note shall be in substantially the following form:

#### (Form of 2024A Note)

#### UNITED STATES OF AMERICA STATE OF IOWA DES MOINES COUNTY

#### GENERAL OBLIGATION COUNTY PURPOSE NOTE, SERIES 2024A

No. 1

\$970,000

**RATE** 

MATURITY DATE

NOTE DATE

6.25%

June 30, 2025

July 26, 2024

Des Moines County, State of Iowa, for value received, promises to pay in the manner hereinafter provided to

# DANVILLE STATE SAVINGS BANK Danville, Iowa (the "Lender")

or registered assigns, the maximum principal sum of NINE HUNDRED SEVENTY THOUSAND DOLLARS, together with interest on the outstanding principal hereof from the date of this Note.

The Lender has made a commitment to make advances (the "Advances") to the County in an aggregate principal amount not to exceed \$970,000 under this Project Note. Each such Advance made by the Lender shall be entered by the Lender on the Schedule of Advances hereon and shall bear interest from the date of such entry.

This Note (as herein defined) has been issued as a single term Note (the "Note") in the principal amount of \$970,000, with final maturity on June 30, 2025 (the "Maturity Date"). Principal of this Note bears interest at the rate of 6.25% per annum. Accrued interest on this Note shall be payable on December 1, 2024 and on the Maturity Date. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Both principal of and interest on this Note is payable to the registered owner appearing on the registration books of the County maintained by the County Auditor (hereinafter referred to as the "Registrar" or the "Paying Agent") at the close of business on the fifteenth day of the month next preceding the payment date in lawful money of the United States of America to the registered owner at the address shown on such registration books; provided, however, that the final installment of principal and interest will be payable only upon presentation and surrender of this Note to the Paying Agent.

This Note is issued by the County to evidence its obligation under a certain Loan Agreement, dated the date hereof (the "Loan Agreement"), entered into by the County for the purpose of (a) undertaking information technology improvements for county buildings (\$343,375); (b) undertaking maintenance and repairs for county buildings (\$150,000); (c) acquiring peace officer communications equipment (\$73,000); (d) acquiring elections system equipment (\$100,000); (e) acquiring and installing emergency communications systems equipment (\$282,000); and (f) equipping the County Attorney's office facilities (\$20,000).

This Note is issued pursuant to and in strict compliance with the provisions of Chapter 76 and 331 of the Code of Iowa, 2023, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the Board of Supervisors dated July 16, 2024 authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of this Note (the

"Resolution"), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of this Note and the rights of the owner of this Note.

The County reserves the right to prepay principal of this Note, in whole or in part, at any time prior to the Maturity Date, upon terms of par and accrued interest to the date of such prepayment. Principal so prepaid shall cease to bear interest upon the date of such prepayment

This Note is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the County in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Note to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The County, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the County, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Note were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the County for the payment of the principal of and interest on this Note as the same will respectively become due; and that the total indebtedness of the County, including this Note, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, Des Moines County, Iowa, by its Board of Supervisors, has caused this Note to be executed with the duly authorized facsimile signature of its Chairperson and attested with the duly authorized facsimile signature of its County Auditor, all as of July 26, 2024.

DES MOINES COUNTY, IOWA By (DO NOT SIGN) Chairperson, Board of Supervisors Attest: (DO NOT SIGN) **County Auditor ABBREVIATIONS** 

The following abbreviations, when used in this Note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	_	as tenants in common	UTMA		
TEN COM				(Custodian)	
TEN ENT	_	as tenants by the entireties	As Custodian for		
JT TEN		as joint tenants with		(Minor)	
JI ILIN		right of survivorship and not as tenants in common	under Uniform Trans	sfers to Minors Act	
				(State)	

Additional abbreviations may also be used though not in the list above.

### **ASSIGNMENT**

For valuable conside Note to	eration, receipt of which is	hereby acknowledged, the undersigned assigns this
(1	Please print or type name	and address of Assignee)
PLEASE INSERT SOCIAL IDENTIFYING NUMBER (		
and does hereby irrevo Attorney, to transfer this No	cably appointte on the books kept for re	egistration thereof with full power of substitution.
Dated:		
Signature guaranteed:		
	SCHEDULE OI	NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Note in every particular, without alteration or enlargement or any change whatever.
Date of Advance or Payment	Amount Advanced	Signature of Authorized Officer of Purchaser
07/26/2024	\$ 50,001 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	

- Section 5. It is anticipated that closing of the borrowing transaction contemplated herein will be on or around July 26, 2024; provided, however, that execution of the 2024A Note and the 2024A Loan Agreement shall be undertaken as soon after the adoption of this resolution as may be possible and thereupon shall be delivered to the Registrar for registration and delivery to or upon the direction of the Lender, upon receipt of the Loan Proceeds (as defined herein), and all action heretofore taken in connection with the 2024A Loan Agreement is hereby ratified and confirmed in all respects. To the extent that the date of closing needs to be adjusted, the County, with advice from the Lender and Bond Counsel to the County, is hereby authorized to make such adjustment and to modify the transaction documents accordingly.
- Section 6. The proceeds (the "Loan Proceeds") to be received under the 2024A Loan Agreement shall be used to pay the costs of (a) undertaking information technology improvements for county buildings (\$343,375); (b) undertaking maintenance and repairs for county buildings (\$150,000); (c) acquiring peace officer communications equipment (\$73,000); (d) acquiring elections system equipment (\$100,000); (e) acquiring and installing emergency communications systems equipment (\$282,000); and (f) equipping the County Attorney's office facilities (\$20,000). Any Loan Proceeds remaining after the full payment of such costs shall be deposited in the Debt Service Fund and used to pay principal of and interest on the 2024A Note as the same become due.
- Section 7. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the 2024A Note and the 2024B as the same become due, the County has previously ordered levied on all the taxable property in the County, a direct annual tax for collection in the 2024-2025 fiscal year in the aggregate amount of \$3,554,832. Copies of the resolution providing for such tax have been filed in the office of the Des Moines County Auditor.
- Section 8. Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the 2024A Note remains outstanding and unpaid, any funds of the County which may lawfully be applied for such purpose may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the 2024A Note as the same become due, and if so appropriated, the taxes for any given fiscal year as described in Section 7 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for such purpose, and evidenced in the County's budget.
- Section 9. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds to the sum thus advanced.
- Section 10. It is the intention of the County that interest on the 2024A Note be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the County covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the 2024A Note will remain excluded

from gross income for federal income tax purposes. Any and all of the officers of the County are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The County hereby designates the 2024A Note as a "Qualified Tax Exempt Obligation" as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

- Section 11. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.
- Section 12. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved on July 16, 2024.

Chairperson, Board of Supervisors

Attest:

County Auditor



July 11, 2024

### Via Email

Sara Doty Des Moines County Auditor Des Moines County Courthouse Burlington, IA

Re: Taxable General Obligation County Purpose Note, Series 2024B

Our File No. 472645-13

Dear Sara:

We have prepared and attach additional proceedings to be used at the July 16, 2024 Board of Supervisors meeting to adopt the resolution (the "Resolution") approving the Loan Agreement and issuing the Taxable General Obligation County Purpose Note, Series 2024B (the "2024B Note"). The proceedings attached include the following items:

- 1. Minutes covering the meeting, followed by the Resolution approving the Loan Agreement and authorizing the issuance of the 2024B Note. The form of 2024B Note and Assignment set out in Section 3 of the attached Resolution should not be completed or executed.
  - 2. Attestation Certificate with respect to the validity of the transcript.

As these proceedings are completed, please return one fully executed copy to our office. In the next couple of weeks, we will prepare and furnish you with the necessary closing documents and instructions for your use at the closing of this issue on July 26, 2024. If you have any questions, please contact Erin Regan, Cheryl Ritter or me.

Best regards,

John P. Danos

Attachments

cc: Cheryl McVey Tom Broeker

Danville State Savings Bank

MINUTES TO PROVIDE FOR ISSUANCE OF TAXABLE 2024B NOTE

472645-13

Burlington, Iowa

July 16, 2024

The Board of Supervisors of Des Moines County, Iowa, met on July 16, 2024, at:o'clock a.m., at the Boardroom, Des Moines County Courthouse, Burlington, Iowa. The Chairperson presided and the roll was called showing the following Supervisors present and absent:
Present:
Absent:
After due consideration and discussion, Supervisor introduced the resolution next hereinafter set out and moved its adoption, seconded by Supervisor The Chairperson put the question upon the adoption of said resolution, and the roll being called, the following named Supervisors voted:
Ayes:
Nays:
Whereupon, the Chairperson declared the resolution duly adopted, as hereinafter set out.
••••
At the conclusion of the meeting, and upon motion and vote, the Board of Supervisors adjourned.
Chairperson, Board of Supervisors
Attest:
County Auditor

### RESOLUTION NO. 2024-038

Resolution authorizing and approving a Loan Agreement, providing for the issuance of a \$2,600,000 Taxable General Obligation County Purpose Note, Series 2024B

WHEREAS, the Board of Supervisors (the "Board") of Des Moines County, Iowa (the "County") heretofore proposed to enter into a loan agreement (the "Loan Agreement") in a principal amount not to exceed \$3,570,000, pursuant to the provisions of Sections 331.402, 331.441 and 331.442 of the Code of Iowa, for the purpose of (a) undertaking information technology improvements for county buildings (\$343,375); (b) undertaking maintenance and repairs for county buildings (\$150,000); (c) acquiring peace officer communications equipment (\$73,000); (d) acquiring elections system equipment (\$100,000); (e) acquiring and installing emergency communications systems equipment (\$282,000); (f) equipping the County Attorney's office facilities (\$20,000) (collectively hereinafter, items (a) through (f) shall be referred to as the "Projects"); and (g) acquiring insurance for County operations (\$2,600,000)(hereinafter, the "Insurance Acquisition"), and pursuant to law and duly published notice of the proposed action, has held a hearing thereon on April 9, 2024; and

WHEREAS, the County has determined to split its authority under the Loan Agreement and to enter into a Series 2024A Loan Agreement (the "2024A Loan Agreement") and a Series 2024B Loan Agreement (the "2024B Loan Agreement"); and

WHEREAS, the County intends to issue a \$970,000 Tax Exempt General Obligation County Purpose Note, Series 2024A (the "2024A Note") in evidence of its obligations under the 2024A Loan Agreement for the funding of the Projects; and

WHEREAS, the County shall issue a \$2,600,000 Taxable General Obligation County Purpose Note, Series 2024B (the "2024B Note") in evidence of its obligations under the 2024B Loan Agreement for the funding of the Insurance Acquisition; and

WHEREAS, the County has determined to enter into the 2024B Loan Agreement with Danville State Savings Bank, Danville, Iowa (the "Lender") and to issue the 2024B Note in evidence of its obligation thereunder; and

WHEREAS, it is now necessary to make final provision for the approval of the 2024B Loan Agreement and to authorize the issuance of the 2024B Note;

NOW, THEREFORE, Be It Resolved by the Board of Supervisors of Des Moines County, Iowa, as follows:

Section 1. It is hereby determined that the County shall enter into the 2024B Loan Agreement with the Lender in substantially the form which will be placed on file with the County, providing for a loan to the County in the amount of \$2,600,000 for the purpose or purposes set forth in the preamble hereof.

The Chairperson and County Auditor are hereby authorized and directed to sign the 2024B Loan Agreement on behalf of the County, and the 2024B Loan Agreement is hereby approved.

The 2024B Note is hereby authorized to be issued in evidence of the Section 2. obligation of the County under the 2024B Loan Agreement, in the principal amount of \$2,600,000, to be dated the date of delivery to the Lender, such date anticipated to be July 26, 2024. The 2024B Note shall be issued as a single term note with final maturity on June 30, 2025 (the "Maturity Date"), in the principal amount and bearing interest at the rate, as follows:

	Principal	Interest Rate
Year	Amount	Per Annum
2025	\$2,600,000	6.50%

Advances on the 2024B Note may be requested by the County Auditor in Section 3. such amounts and at such times as are needed to pay the cost of the 2024B Project, and the date and amount of each advance shall be entered by the Lender on the Schedule of Advances on the 2024B Note, and each advance shall bear interest from the date of such entry.

The County Auditor is hereby designated as the registrar and paying agent for the 2024B Note and may be hereinafter referred to as the "Registrar" or the "Paying Agent."

Principal of the 2024B Note bears interest at the fixed rate of 6.50% per annum from the date of the 2024B Note. Accrued interest on the 2024B Note shall be payable on December 1, 2024 and on the Maturity Date. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Payment of both principal of and interest on the 2024B Note shall be made to the registered owner appearing on the registration books of the County at the close of business on the fifteenth day of the month next preceding the payment date and shall be paid to the registered owner at the address shown on such registration books; provided, however, that the final installment of principal and interest shall be payable only upon presentation and surrender of the 2024B Note to the Paying Agent.

The County reserves the right to prepay principal of the 2024B Note in whole or in part on any date prior to maturity upon terms of par and accrued interest. All principal so prepaid shall cease to bear interest on the redemption date.

The 2024B Note shall be executed on behalf of the County with the official manual or facsimile signature of the Chairperson and attested with the official manual or facsimile signature of the County Auditor and shall be a fully registered 2024B Note without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the 2024B Note shall cease to be such officer before the delivery of the 2024B Note, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The 2024B Note shall be fully registered as to principal and interest in the name of the owner on the registration books of the County kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owner or its legal representatives or assigns. The 2024B Note shall be transferable only upon the registration books of the County upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of any owners of the 2024B Note shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 4. The 2024B Note shall be in substantially the following form:

### (Form of 2024B Note)

### UNITED STATES OF AMERICA STATE OF IOWA DES MOINES COUNTY

# TAXABLE GENERAL OBLIGATION COUNTY PURPOSE NOTE, SERIES 2024B

No. 1

\$2,600,000

RATE

MATURITY DATE

NOTE DATE

6.50%

June 30, 2025

July 26, 2024

Des Moines County, State of Iowa, for value received, promises to pay in the manner hereinafter provided to

### DANVILLE STATE SAVINGS BANK Danville, Iowa (the "Lender")

or registered assigns, the maximum principal sum of TWO MILLION SIX HUNDRED THOUSAND DOLLARS, together with interest on the outstanding principal hereof from the date of this Note.

The Lender has made a commitment to make advances (the "Advances") to the County in an aggregate principal amount not to exceed \$970,000 under this Project Note. Each such Advance made by the Lender shall be entered by the Lender on the Schedule of Advances hereon and shall bear interest from the date of such entry.

This Note (as herein defined) has been issued as a single term Note (the "Note") in the principal amount of \$2,600,000, with final maturity on June 30, 2025 (the "Maturity Date"). Principal of this Note bears interest at the rate of 6.50% per annum. Accrued interest on this Note shall be payable on December 1, 2024 and on the Maturity Date. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Both principal of and interest on this Note is payable to the registered owner appearing on the registration books of the County maintained by the County Auditor (hereinafter referred to as the "Registrar" or the "Paying Agent") at the close of business on the fifteenth day of the month next preceding the payment date in lawful money of the United States of America to the registered owner at the address shown on such registration books; provided, however, that the final installment of principal and interest will be payable only upon presentation and surrender of this Note to the Paying Agent.

This Note is issued by the County to evidence its obligation under a certain Loan Agreement, dated the date hereof (the "Loan Agreement"), entered into by the County for the purpose of funding the acquisition of insurance for County operations in the County's fiscal year 2024-2025.

This Note is issued pursuant to and in strict compliance with the provisions of Chapter 76 and 331 of the Code of Iowa, 2023, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the Board of Supervisors dated July 16, 2024 authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of this Note (the "Resolution"), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of this Note and the rights of the owner of this Note.

The County reserves the right to prepay principal of this Note, in whole or in part, at any time prior to the Maturity Date, upon terms of par and accrued interest to the date of such prepayment. Principal so prepaid shall cease to bear interest upon the date of such prepayment.

This Note is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the County in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Note to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The County, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the County, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Note were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the County for the payment of the principal of and interest on this Note as the same will respectively become due; and that the total indebtedness of the County, including this Note, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, Des Moines County, Iowa, by its Board of Supervisors, has caused this Note to be executed with the duly authorized facsimile signature of its Chairperson and attested with the duly authorized facsimile signature of its County Auditor, all as of July 26, 2024.

			DES MOINES COUNTY, IOWA
			By (DO NOT SIGN) Chairperson, Board of Supervisors
Attest:			
(DO NOT SI County Auditor		ABBREVI	ATIONS
The fo	ollowii	ng abbreviations, when used in to	this Note, shall be construed as though they were
TEN COM	-	as tenants in common	UTMA (Custodian)
TEN ENT JT TEN	-	as tenants by the entireties as joint tenants with right of survivorship and	As Custodian for (Minor) under Uniform Transfers to Minors Act
		not as tenants in common	(State)

### **ASSIGNMENT**

			he undergioned aggions this
For valuab	ole consideration, receipt of wh	ich is hereby acknowledged, ti	ne undersigned assigns this
Note to			
		and address of Assigned	
	(Please print or type n	name and address of Assignee)	
PLEASE INSERT	SOCIAL SECURITY OR OT	HER	
DENTIFYING N	UMBER OF ASSIGNEE		
and does hereb Attorney, to transfe	by irrevocably appoint fer this Note on the books kept	for registration thereof with fu	all power of substitution.
Signature guarante			
Jighatare gaaranee			
		-	
		must correspond with	nature to this Assignment h the name of the registered rs on this Note in every
		particular, without a any change whatever	lteration or enlargement of
Date of	SCHEDULE OF AL	particular, without a	entargement of the control of the co
Date of Advance or	Amount	particular, without a any change whatever	lteration or enlargement of
		particular, without a any change whatever	Signature of Authorized
Advance or	Amount Advanced	particular, without a any change whatever  OVANCES AND PAYMENT  Amount Repaid  \$	Signature of Authorized
Advance or	Amount	particular, without a any change whatever  DVANCES AND PAYMENT  Amount Repaid  \$	Signature of Authorized
Advance or	Amount Advanced	particular, without a any change whatever  OVANCES AND PAYMENT  Amount Repaid  \$	Signature of Authorized
Advance or	Amount Advanced	particular, without a any change whatever  DVANCES AND PAYMENT  Amount Repaid  \$	Signature of Authorized
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Advance or	Amount	particular, without a any change whatever  DVANCES AND PAYMENT  Amount Repaid  \$	Signature of Authorized
Advance or	Amount Advanced	particular, without a any change whatever  DVANCES AND PAYMENT  Amount Repaid  \$	Signature of Authorized

- Section 5. It is anticipated that closing of the borrowing transaction contemplated herein will be on or around July 26, 2024; provided, however, that execution of the 2024B Note and the 2024B Loan Agreement shall be undertaken as soon after the adoption of this resolution as may be possible and thereupon shall be delivered to the Registrar for registration and delivery to or upon the direction of the Lender, upon receipt of the Loan Proceeds (as defined herein), and all action heretofore taken in connection with the 2024B Loan Agreement is hereby ratified and confirmed in all respects. To the extent that the date of closing needs to be adjusted, the County, with advice from the Lender and Bond Counsel to the County, is hereby authorized to make such adjustment and to modify the transaction documents accordingly.
- Section 6. The proceeds (the "Loan Proceeds") to be received under the 2024B Loan Agreement shall be used to pay the costs of acquiring insurance for County operations in the County's fiscal year 2024-2025 and costs of issuance of the 2024B Note. Any Loan Proceeds remaining after the full payment of such costs shall be deposited in the Debt Service Fund and used to pay principal of and interest on the 2024B Note as the same become due.
- Section 7. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the 2024B Note as the same become due, the County has previously ordered levied on all the taxable property in the County, a direct annual tax for collection in the 2024-2025 fiscal year in the amount of \$3,554,832. Copies of the resolution providing for such tax have been filed in the office of the Des Moines County Auditor.
- Section 8. Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the 2024B Note remains outstanding and unpaid, any funds of the County which may lawfully be applied for such purpose may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the 2024B Note as the same become due, and if so appropriated, the taxes for any given fiscal year as described in Section 7 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for such purpose, and evidenced in the County's budget.
- Section 9. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds to the sum thus advanced.
- Section 10. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 11. This resolution shall be in fundadoption and approval, as provided by law.	ull force and effect immediately upon its
Passed and approved on July 16, 2024.	
Ō	Chairperson, Board of Supervisors
Attest:	
County Auditor	



# Office of the Des Moines County Assessor

Courthouse – 513 N Main Burlington, Iowa 52601 Telephone (319)753-8224 Fax (319)208-5648 www.dmcounty.com assessor@dmcounty.com

July 8, 2024

Mr. Tom Broeker, Chairman
Des Moines County Board of Supervisors
513 N Main St.
Burlington, IA 52601

Dear Mr. Broeker,

This letter is to inform you that the Des Moines County Assessor's Office has received and reviewed the 2024 applications for Homestead Credit and Military Exemptions. We received 33 applications for Military and 334 applications for Homestead Credit. We recommend that 1 application for Homestead be denied as they do not meet the requirements. (See Attached). Also attached is a copy of the Des Moines County Homestead and Military Credit Report and a report showing those credits that have been removed for 2024.

Sincerely,

Matthew J Warner

Des Moines County Assessor

Moon J. Whin

# 2024 Homestead Credit and Military Exemption Applications Recommended for Disapproval

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1. ROBIN GUNN, Parcel 16-17-203-029 – Jan Vornkahl, doesn't meet the age requirement.

Title: Jon Gates  Deputy, School Resource Officer	Department: Sheriff's Office
	US CHANGES
TERMINATION	TRANSFER
Resignation Unsatisfactory Probation Discharge Death Retirement Other, Explain	Permanent Voluntary Temporary Involuntary  Previous Title Previous Dept
Last Day Worked	New Job Title
Add Vacation Days to	New Dept
Add Sick Days to	Previous Rate New Rate
Add Other Days to	Effective Transfer Date
Last Day Paid	
Unpaid Days to	
	LAY OFF
Final Termination Date  Final Rate of Pay Permanent Address City, State, Zip  LEAVE OF ABSENCE	Does the employee Want Health Insurance Continued Does Employee Want Life Insurance Continued Ves No Last Day Worked SALARY ADJUSTMENT
LEAVE OF ADSERCE	
Maternity Educational Medical Military Other, Explain	New Hire (Check # of Hours)  74.77 Hours  80 Hours  Anniversary  Probationary  Demotion  Reduction  Suspension  Other, Explain
	36mo increase
Dates of Absence to	
Does the employee Want Health Insurance Continued Does Employee Want Life Insurance Continued  Yes N  Yes N	
Tradition 12 to 1	partment: Sheriff's Office Date: 7/9/22, partment: Date:
Pay Period Ending: August 31, 2024	Payroll Date: September 6, 2024

Name: Zander Schweiss	Employee #: 00892	
Title: Deputy	Department: Sheriff's Office	
STAT	US CHANGES	
<b>TERMINATION</b>	TRANSFER	
Resignation Discharge Retirement  Unsatisfactory Probation Death Other, Explain	Permanent Voluntary Temporary Involuntary Previous Title	
	Previous Dept	
Last Day Worked	New Job Title	
Add Vacation Days to	New Dept	
Add Sick Days to	Previous Rate New Rate	
Add Other Days to	Effective Transfer Date	
Last Day Paid	_	
Unpaid Days to		
	LAY OFF	
Final Rate of Pay	Does the employee Want Health Insurance Continued Does Employee Want Life Insurance Continued Yes No	
Permanent Address	Last Day Worked	
City, State, Zip	SALARY ADJUSTMENT	
LEAVE OF ABSENCE	SALARY ADJUSTIVENT	
Maternity Educational Medical Military Other, Explain	New Hire (Check # of Hours)  74.77 Hours  80 Hours  Anniversary  Promotion  Probationary  Demotion  Reduction  Suspension  Other, Explain	
	36mo increase	
Dates of Absence to		
Does the employee Want Health Insurance Continued Does Employee Want Life Insurance Continued Yes N Yes N		<del>1</del> 1
Authorized by:  Authorized by:    K 6/L 2 291 December 1	partment: Sheriff's Office Date: 7/9/24/ partment: Date:	
Pay Period Ending: August 31, 2024	Payroll Date: September 6, 2024	

Name:	Caitlin Davis	Employee #:
Title:	PT Cook	Department: Correctional Center
	STAT	US CHANGES
	<b>TERMINATION</b>	TRANSFER
Disch	Unsatisfactory Probation Death Other, Explain	Permanent Voluntary Temporary Involuntary  Previous Title Previous Dept
Last Day	Worked July 21, 2024	New Job Title
Add Vaca	ation Days to	New Dept
Add Sick	Days to	Previous Rate New Rate
Add Othe		Effective Transfer Date
Last Day		
Unpaid D	eays to	
		LAY OFF
Final Rate Permaner City, Stat  Mate	nt Address e, Zip  LEAVE OF ABSENCE  rnity cal  State of the state of	Does the employee Want Health Insurance Continued Does Employee Want Life Insurance Continued Yes No Last Day Worked  SALARY ADJUSTMENT  New Hire 77.11Hours B0 Hours Reduction
Dates of	Absence to	Anniversary Promotion Suspension Other, Explain
Health In Does Em	aployee Want Life	No Previous Rate New Rate  No Previous Job Title: (if changed)  Effective Date:
Authoriz Authoriz	Tou of the same of	epartment: Correctional Center Date: July 9, 2024 epartment: Date:
Pay Peri	od Ending: August 3, 2024	Payroll Date: _August 9, 2024

	epartment: Local Health	
STATUS CHANGES		
TERMINATION	TRANSFER	
Resignation Unsatisfactory Probation Discharge Death X Retirement Other, Explain Retirement effective July 31, 2024	Permanent Voluntary Involuntary  Previous Title Previous Dept	
Last Day Worked  Add Vacation Days  Add Sick Days  Add Other Days  to  to	New Job Title  New Dept  Previous Rate  Effective Transfer Date	
Unpaid Days to	LAY OFF  Does the employee Want	
Final Termination Date  Final Rate of Pay Permanent Address City, State, Zip  LEAVE OF ABSENCE	Health Insurance Continued Yes No Does Employee Want Life Insurance Continued Yes No Last Day Worked  SALARY ADJUSTMENT	
Maternity Educational Medical Military  Other, Explain	Reclassification Anniversary Promotion Probationary  Demotion Reduction Suspension Other, Explain	
Dates of Absence to		
Does the employee Want Health Insurance Continued Does Employee Want Life Insurance Continued  Yes No  No	Previous Rate New Rate Previous Job Title: (if changed) Effective Date:	
	rtment: Local Health Date: 7/10/2024 rtment: Date:	
Pay Period Ending:	Payroll Date:	

#### CLERK'S REPORT OF FEES COLLECTED

STATE OF IOWA )
DES MOINES COUNTY)

#### TO THE DES MOINES COUNTY BOARD OF SUPERVISORS:

I, JACKIE A MYERS, CLERK OF DISTRICT COURT OF THE ABOVE-NAMED COUNTY AND STATE, DO HEREBY CERTIFY THAT THE FOLLOWING IS A TRUE AND CORRECT STATEMENT OF THE FEES COLLECTED BY ME IN MY OFFICE FOR THE MONTH OF JUNE, 2024 AND THE SAME HAS BEEN PAID TO THE COUNTY TREASURER, AS PER DUPLICATE VOUCHER HERETO ATTACHED.

#### DES MOINES COUNTY TREASURER:

5% OF STATE FINE SURCHARGE SHERIFF FEES	\$ -37.09 660.85
INFRACTIONS	2,078.46
TOBACCO	0
COUNTY ENFORCEMENT SURCHARGE	10.00
LAW LIBRARY	1.00
RECORD SECURITIES FEES	10.00
PRE-PD FEES TO SHERIFF	0
MISC. REIMBURSEMENT (INDIGENT DEFENSE)	0
TOTAL FEES	\$2,723.22

TOTAL PAID \$2,723.22

CHECK No. 190755

RESPECTFULLY SUBMITTED THIS

DAY OF JULY, 2024.

JACKIE A MYERS

CLERK OF DISTRICT COUR

The Des Moines County Board of Supervisors met in regular session at the Court House in Burlington at 9:00 AM on Tuesday, July 9, 2024, with Chair Tom Broeker, Vice-Chair Jim Cary and Member Shane McCampbell present. This meeting was also held electronically via Webex and YouTube live streaming. Public input was available through board email or call in.

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

Meeting with Department Heads: County Auditor Sara Doty stated her office is busy. IT Director Colin Gerst reported his office remains busy. Sheriff Kevin Glendening stated his Deputies remain busy. The jail population is 91. Maintenance Director Rodney Bliesener stated his crew is busy. Assistant Land Use Administrator Jarred Lassiter stated his office continues to review Subdivisions. Conservation Director Chris Lee reported the Big Hollow project is coming along nicely. County Treasurer Janelle Nalley-Londquist stated her office remains busy with month end and end of fiscal year. County Recorder Natalie Steffener stated her office is busy. Safety Director Angela Vaughan would like to thank the Maintenance and IT Department for their help with moving to the new office. Emergency Management Director Shannon Prado reported the Mississippi is still at flood levels. She expects to see it start going down some within the next week or so. Local Health Director Christa Poggemiller reported she attended a Public Health construction meeting, and things are still coming along on schedule. County Engineer Brian Carter gave an update on the Highway 99 and Flint Bottom Rd. bridge projects.

No correspondence was received.

Approval of Payroll Reimbursement Claims in the amount of \$3,659.33 were presented. McCampbell made a motion to approve and was seconded by Cary.

Approval of Resolution #2024-036 Setting Time & Date for Public Hearing on Amending the Animal Control Ordinance #6 was presented. McCampbell made a motion to approve and was seconded by Cary.

#### **INSERT RESOLUTION #2024-036**

Approval of ICAP renewal quote with new deductible changes was presented. McCampbell made a motion to approve and was seconded by Cary.

Approval of Kirk Honson's resignation from the Franklin Township Trustee position was presented. Cary made a motion to approve and was seconded by McCampbell.

Approval of Nathan Steffener's appointment to the Franklin Township Trustee position was presented. Cary made a motion to approve and was seconded by McCampbell.

Approval of amending appointment letters for Maintenance, Local Health, and Sheriff Departments were presented. Cary made a motion to approve and was seconded by McCampbell.

Approval of Personnel Actions was presented. Conservation – Brian Havener, Conservation Tech, Part Time, New Hire, \$17.50 hourly effective 7/1. McCampbell made a motion to approve and was seconded by Cary. Local Health – Melinda Morris, CNA, New Hire, Full Time, \$33,181.96 yearly, effective 7/1. McCampbell made a motion to approve and was seconded by Cary. Treasurer – Jennifer Phillips, Clerk II MV Department, Step Increase, \$35,123.90 yearly, effective 7/2. Cary made a motion to approve and was seconded by McCampbell.

Reports:

Sheriff's Monthly Report of Fees Collected, June 2024 Recorder's Monthly Report of Fees Collected, June 2024 Veteran Affair's Monthly Report, June 2024

Cary motioned to approve the July 2<sup>nd</sup>, 2024, regular meeting minutes and was seconded by Broeker.

McCampbell attended a Conservation meeting and a Workforce Development meeting. Broeker attended a Local Health Construction meeting.

The meeting was adjourned at 9:32 AM.

This Board meeting is recorded. The meeting minutes and audio are posted on the county's website <a href="https://www.dmcounty.com">www.dmcounty.com</a>

Tom Broeker, Chair Attest: Sara Doty, County Auditor