

## **\*AMENDED\* OFFICIAL NOTICE**

The Des Moines County Board of Supervisors will hold a regular session on **Tuesday, April 15<sup>th</sup>, 2025** at 9:00 A.M. in the public meeting room at the Des Moines County Courthouse.

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

**PUBLIC NOTICE** – the meeting can be viewed by live stream at <https://desmoinescounty.iowa.gov/live/> Anyone with questions during the meeting may email the Board of Supervisors at [board@dmcounty.com](mailto:board@dmcounty.com) OR call 319-753-8203, Ext 4

### **TENTATIVE AGENDA:**

1. Pledge of Allegiance
2. Changes to Tentative Agenda
3. Meet with Department Heads / Elected Officials
4. Correspondence
5. Discussion / Vote:
  - A. Accounts Payable Claims
  - B. Payroll Reimbursement Claims
  - C. Public Hearing on Proposal to Enter Into a General Purpose Loan Agreement
  - D. Resolution #2025-020 Taking Additional Action on Proposal to Enter Into a General Obligation Loan Agreement and Providing for the Levy of Taxes to Pay General Obligation County Purpose Notes, Series 2025
  - E. Resolution #2025-021 and Final Plat for First Addition to Dan House Subdivision
  - F. Approval of Contract with Henry M. Adkins & Son, Inc.
  - G. Fireworks Permit for 34 Raceway April 19<sup>th</sup> & August 2<sup>nd</sup>, 2025\*\*
  - H. Public Hearing for 2026 IDOT Secondary Roads Budget and 5 Year Construction Program
  - I. Approval of 2026 IDOT Secondary Roads Budget and 5 Year Construction Program
  - J. Personnel Actions:
    1. Correctional Center (3)
    2. Conservation (2)
    3. Emergency Management (1)
  - K. Report:
    1. Sheriff's Monthly Report of Fees Collected, March 2025
    2. Clerk's Report of Fees Collected, March 2025
    3. Auditor's Report of Fees Collected, Qtr 1 2025
  - L. Minutes for Special Meeting on April 10<sup>th</sup>, 2025
  - M. Minutes for Regular Meeting on April 8<sup>th</sup>, 2025
6. Other Business
7. Future Agenda Items
8. Committee Reports
9. Public Input
10. Adjournment

Work Sessions Following the Meeting:  
BOS / County Engineer, Brian Carter

RE: Project Tour

\*\*added to Agenda

# Accounts Payable Claims

04/15/2025 MEETING

\$584,009.66

Checks

\$66,018.22

Wire Transfer Pmnt

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**\$650,027.88**

**GRAND TOTAL**

April 9, 2025

**Via Email**

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

Re: General Obligation Loan Agreement – Prelevy Resolution  
Our File No. 427645-14

Dear Sara:

We have prepared and attached proceedings to be used at the April 15th Board of Supervisors (the “Board”) meeting covering the hearing on the General Obligation Loan Agreement (the “Loan Agreement”) and providing for the adoption of the resolution taking additional action with respect to the General Obligation County Purpose Notes, Series 2025 (the “Notes”) and authorizing a property tax levy for the fiscal year beginning on July 1, 2025 in the maximum amount of \$3,299,099 for the payment of debt service on the Notes.

After it is adopted, a certified copy of the attached resolution should be filed in your office **no later than close of business on April 15, 2025**. Please print an extra copy of the resolution for this purpose.

When the County is ready to enter into the Loan Agreement, we will prepare proceedings to enable the Board of Supervisors to supplement this resolution to provide for the actual repayment structure, interest rate on the Notes, and the additional tax levies and to make a supplemental filing in your office.

The proceedings attached include the following items:

1. Minutes of the meeting covering the hearing, followed by the resolution taking additional action in connection with the Loan Agreement. This resolution simply sets forth the Board’s determination to enter into the Loan Agreement in the future, and its adoption constitutes the “additional action” required by the Iowa Code. The resolution also authorizes the debt service property tax levy in the next fiscal year.
2. Attestation Certificate with respect to the validity of the transcript.
3. County Filing Certificate relating to the filing of a certified copy of the resolution in your office.

As these proceedings are completed, please return one fully executed copy to our office via email to [lemke.susan@dorsey.com](mailto:lemke.susan@dorsey.com). If you have any questions, please contact Erin Regan, Severie Orngard or me.

Best regards,

John P. Danos

Attachments

cc: Cheryl McVey

MINUTES FOR HEARING ON LOAN  
AGREEMENT AND TO AUTHORIZE  
PRELEVY

427645-14

Burlington, Iowa

April 15, 2025

The Board of Supervisors of Des Moines County, Iowa, met on April 15, 2025, at 9:00 a.m., at the Des Moines County Courthouse, Burlington, Iowa. The Chairperson presided and the roll was called showing the following Supervisors present and absent:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

This being the time and place specified for taking action on the proposal to enter into a Loan Agreement in a principal amount not to exceed \$3,828,000. Whereupon, the Chairperson called for any written or oral objections, and there being none, the Chairperson declared the public hearing closed.

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 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 adjourned.

\_\_\_\_\_  
Chairperson, Board of Supervisors

Attest:

\_\_\_\_\_  
County Auditor



RESOLUTION NO. 2025-020

Resolution taking additional action on proposal to enter into a General Obligation Loan Agreement and providing for the levy of taxes to pay General Obligation County Purpose Notes, Series 2025

WHEREAS, the Board proposed to enter into a loan agreement (the “Loan Agreement”) in a principal amount not to exceed \$3,828,000, pursuant to the provisions of Sections 331.402, 331.441 and 331.442 of the Code of Iowa, for the purpose of (a) undertaking parking improvements at the sheriff’s department facilities (\$250,000); (b) undertaking general physical plant repairs and improvements at county buildings (\$225,000); (c) provision of information technology equipment for county buildings (\$515,000); (d) acquiring elections equipment (\$61,000); and (e) acquiring insurance for County operations (\$2,777,000) and pursuant to law and duly published notice of the proposed action, has held a hearing thereon on April 15, 2025; and

WHEREAS, the County intends to issue General Obligation County Purpose Notes, Series 2025 (the “Notes”) in evidence of its obligations thereunder in the future, and anticipates that principal and/or interest will come due on the Notes before July 1, 2026; and

WHEREAS, it is now necessary to make provision for the levy of a debt service property tax in the 2025-2026 fiscal year for the payment of such anticipated principal and interest;

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

Section 1. The Board hereby determines to enter into the Loan Agreement in the future and orders that the Notes be issued at such time, in evidence thereof. The Board further declares that this resolution constitutes the “additional action” required by Section 384.24A of the Code of Iowa.

Section 2. 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 Notes as the same become due, there is hereby ordered levied on all the taxable property in the County the following direct annual tax:

For collection in the fiscal year beginning July 1, 2025,  
sufficient to produce the maximum net annual sum of  
\$3,299,099.

provided, however, that at the time the Notes are issued, the actual tax levy amounts required to pay the principal of and interest on the Notes in each year shall be determined based upon the interest rate or rates at which the Notes are issued, and this resolution shall be supplemented by a resolution of the Board of Supervisors to provide for such actual and necessary tax levy amounts.

Section 3. A certified copy of this resolution shall be filed with the County Auditor, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include

the same as a part of the tax levy for Debt Service Fund purposes of the County and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the County and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Notes hereby authorized and for no other purpose whatsoever.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved April 15, 2025.

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Chairperson, Board of Supervisors

Attest:

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County Auditor

## ATTESTATION CERTIFICATE

STATE OF IOWA

SS:

DES MOINES COUNTY

I, the undersigned, County Auditor of Des Moines County, do hereby certify that as such I have in my possession or have access to the complete records of the County and of its Board and officers and that I have carefully compared the transcript hereto attached with those records and that the transcript hereto attached is a true, correct and complete copy of all the records relating to the public hearing and additional action on the proposal to enter into a certain Loan Agreement in the future, and to issue General Obligation County Purpose Notes, Series 2025 in evidence of the County's obligation under the Loan Agreement, and the authorization of a debt service property tax levy for the payment of principal and interest thereunder, and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the Board of Supervisors to enter into the Loan Agreement or to issue the Notes.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
County Auditor

## COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

DES MOINES COUNTY

I, the undersigned, County Auditor of Des Moines County, in the State of Iowa, do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, I filed in this office a certified copy of a resolution of the County shown to have been adopted by the Board of Supervisors on April 15, 2025, entitled: "Resolution taking additional action on proposal to enter into a General Obligation Loan Agreement, and providing for the levy of taxes to pay General Obligation County Purpose Notes, Series 2025," and that I have duly placed the copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2025, as provided in the resolution.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
County Auditor



DES MOINES COUNTY  
BOARD OF SUPERVISORS  
RESOLUTION #2025-021

WHEREAS Section 354.8 of the Code of Iowa states that a governing body shall certify by resolution the approval of a subdivision plat, and,

WHEREAS the Final Plat for **First Addition to Dan House Subdivision** has been reviewed for conformance to applicable County standards by the Des Moines County Auditor, Health Department, Secondary Roads Department, and Land Use Department and has been duly recommended by the aforementioned entities for approval,

NOW THEREFORE, BE IT RESOLVED: That the Board of Supervisors hereby approves the Final Plat of **First Addition to Dan House Subdivision**, with the following condition:

- A permit for an Onsite Waste Water Treatment System shall be obtained from the Des Moines County Health Department prior to construction of a new residence, and a code compliant system shall be installed prior to its habitation.

Approved and adopted this 15th day of April, 2025.

DES MOINES COUNTY BOARD OF SUPERVISORS

Jim Cary, Chair

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Shane McCampbell, Vice Chair

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Tom L. Broeker, Member

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ATTEST:

\_\_\_\_\_  
Sara Doty, County Auditor

# FIRST ADDITION TO DAN HOUSE SUBDIVISION

## PERIMETER DESCRIPTION:

PART OF LOT 3, DAN HOUSE SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 5, T70N, R3W OF THE 5TH P.M., DES MOINES COUNTY, IOWA, AS SHOWN ON FINAL PLAT FILED FOR RECORD APRIL 5, 1984 IN PLAT BOOK 13, PAGE 233 IN THE OFFICE OF THE COUNTY RECORDER AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3;  
THENCE N89°24'01"W 302.00' ALONG THE SOUTH LINE OF SAID LOT 3;  
THENCE N00°08'47"E 265.00';  
THENCE S89°24'01"E 302.00' TO THE EAST LINE OF SAID LOT 3;  
THENCE S00°08'47"W 265.00' ALONG SAID EAST LINE TO THE PLACE OF BEGINNING, CONTAINING 1.84 ACRES MORE OR LESS, SUBJECT TO EASEMENTS, AGREEMENTS OR RESTRICTIONS OF RECORD.

**NOTE:** THE SOUTH LINE OF LOT 3, DAN HOUSE SUBDIVISION BEARS N89°24'01"W BASED ON IGPCS ZONE 14 (BURLINGTON), HORIZONTAL DATUM: NAD 83 (NA2011) EPOCH 2010.00 AND ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.

## NOTES REQUIRED BY DES MOINES COUNTY OR BY UTILITY COMPANY:

- MINIMUM BUILDING SETBACK FOR ANY STRUCTURE  
FRONT YARD = 30'  
SIDE YARD = 15'
- ROAD WAIVER:** IN ADDITION TO THE CLAIMS EXEMPTED PURSUANT TO SECTION 670.4(7) OF THE IOWA CODE DEALING WITH PUBLIC ROADS, DES MOINES COUNTY IS NOT INVOLVED IN THE MAINTENANCE OF THIS PRIVATE RIGHT-OF-WAY AND IS FURTHER HELD HARMLESS FOR ANY COSTS IN MAINTAINING SAID ROAD SYSTEM OR RIGHT-OF-WAY, OR FOR ANY OTHER DAMAGES SUSTAINED PERTAINING TO SAID ROAD SYSTEM OR RIGHT-OF-WAY.
- UTILITY EASEMENTS SHALL CONSIST OF ALL PLATTED ROADWAYS, A 25-FOOT WIDE STRIP ALONG ALL PLATTED ROADWAYS, A 15-FOOT WIDE STRIP ALONG THE OUTER BOUNDARY OF THE SUBDIVISION, AND A 15-FOOT WIDE STRIP SURROUNDING ANY AND ALL EXISTING UTILITY LINES AND INTERIOR LOT LINES WITHIN THE SUBDIVISION, COMPRISED OF 7.5 FEET ON EITHER SIDE.

## OWNER & SUBDIVIDER:

JEFFREY R. & TRACY D. WEST  
14706 154TH AVENUE  
BURLINGTON, IA 52601

## INDEX LEGEND

LOCATION: PART OF LOT 3, DAN HOUSE SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 5, T70N, R3W OF THE 5TH P.M., DES MOINES COUNTY, IOWA (FIRST ADDITION TO DAN HOUSE SUBDIVISION)

REQUESTOR: JEFFREY R. & TRACY D. WEST

PROPRIETOR: JEFFREY R. & TRACY D. WEST

SURVEYOR: ADAM J. GERDES

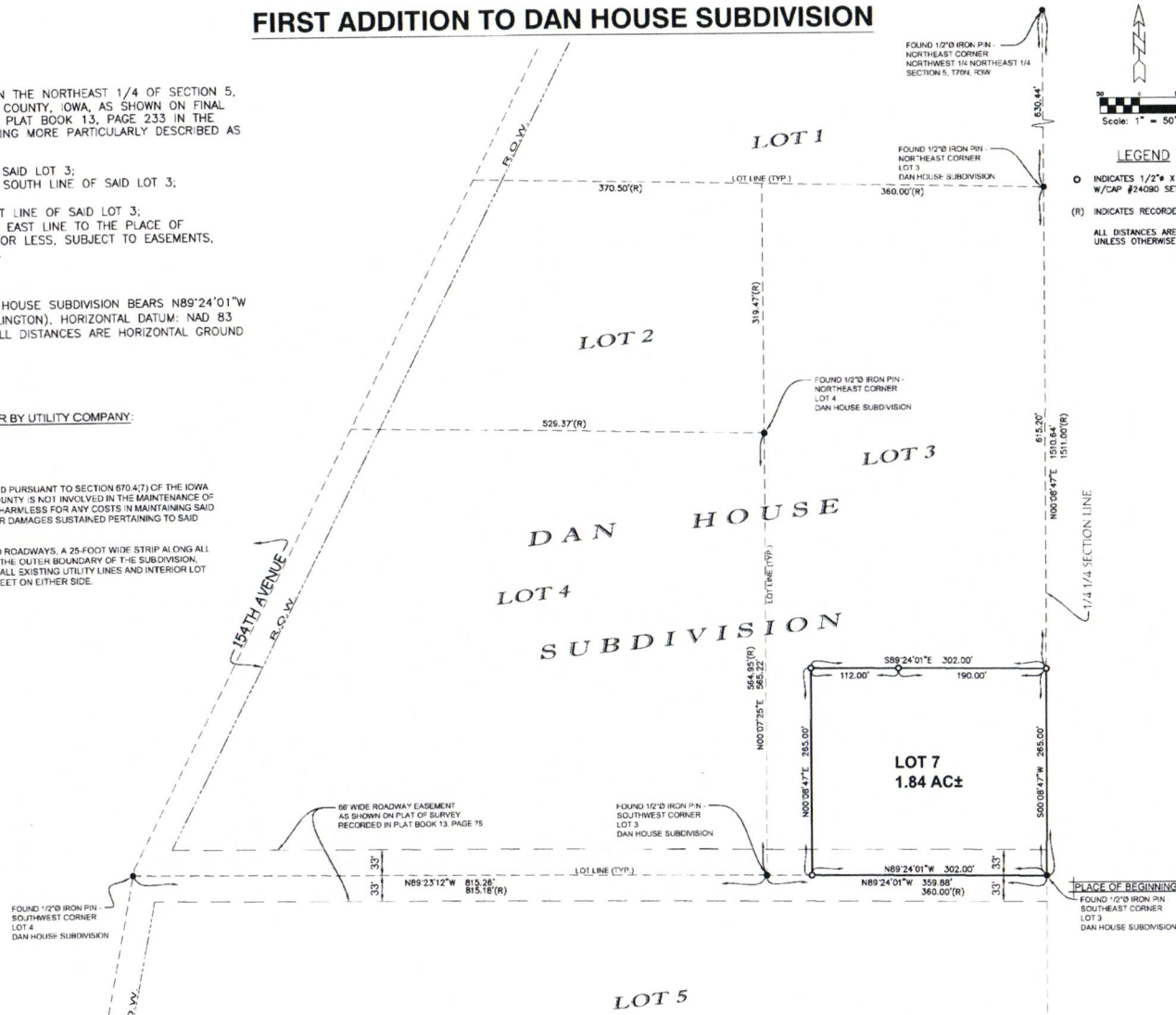
COMPANY: KLINGNER & ASSOCIATES, P.C.

610 N. 4TH ST., SUITE 100

BURLINGTON, IA 52601

910@klingsner.com / (319) 752-3603

RETURN TO: ADAM J. GERDES AT ABOVE ADDRESS



## LEGEND

- INDICATES 1/2" X 24" IRON PIN W/CAP #24080 SET
- (R) INDICATES RECORDED DISTANCE
- ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

DATE: ADAM J. GERDES, P.L.S. 24090  
MY LICENSE NUMBER: 0415 SEC. 31, 2025  
SHEETS COVERED BY THIS SEAL: 1

KLINGNER & ASSOCIATES, P.C.  
The enclosed plat shall be used in any project in which it is used for the purpose of recording a plat or for any other purpose. It shall be the responsibility of the user to ensure that the plat is used in accordance with the intended purpose and that it is not used for any other purpose without the written consent of the surveyor.

KLINGNER & ASSOCIATES, P.C.  
Engineers - Architects - Surveyors  
Burlington, Iowa  
1100 N. 4th Street, Suite 100  
319 752-3603

DRAWN: JLS CHECKED: ASG BOOK: 372 PAGE: 27 NO. 1

REVISIONS:

FINAL PLAT  
FIRST ADDITION TO  
DAN HOUSE SUBDIVISION

DATE: 03/20/25  
DRAWING NO: 6456-2  
25-2030  
SHEET NO: 1 OF 1



**HENRY M. ADKINS & SON, INC.**

and

**DES MOINES COUNTY, IOWA**

# **PURCHASE AGREEMENT**

for

**UNISYN VOTING SOLUTIONS**  
**OpenElect Voting System**

**CONTRACT DATE:**

July 1, 2025

## 1.0 Parties

This agreement (herein referred to as "Agreement") is entered into between Henry M. Adkins & Son, Inc., a Missouri based corporation, United States of America (herein referred to as "Adkins" or "Supplier") and **Des Moines County, Iowa** (herein referred to as "Customer") for Unisyn Voting Solutions OpenElect voting system, services and licensing.

The Parties to the Contract (each a "Party" and collectively, the "Parties") are the Customer, whose address is **513 N Main, Burlington, IA 52601** and Henry M. Adkins & Son, Inc. whose address is 331 Independence Ave., Clinton, MO 64735. This contract is effective upon execution by each Party and receipt of all necessary approvals.

Attached hereto and made part of this Agreement are the following schedules, exhibits and/or specifications:

Exhibit A: Pricing and Contract Deliverables

Annual Software and Firmware Fees

Annual Maintenance/Warranty Fees

Exhibit B: Software License Agreement

Exhibit C: Maintenance Agreement

## 2.0 Purpose of Contract

The purpose of this contract is for Supplier to supply voter tabulation hardware products and related software and services to Customer. The systems, equipment, services to be supplied and the prices to be paid are as listed in Exhibit A.

## 3.0 Definitions of Terms

**"Acceptance Testing"** means the testing performed to ensure that the hardware and software acquired operates in compliance with supplied OpenElect System documentation.

**"Deliverables"** means all of the hardware products, software products, services and supplies purchased by Customer as priced in Exhibit A.

**"Hardware Products"** means the OpenElect hardware as described in Exhibit A.

**"OpenElect System Documentation"** or **"Documentation"** refers to each manual provided to Customer of the Voting System.

## 4.0 Payment

For the total purchase price set forth in Exhibit A, Supplier agrees to sell, and Customer agrees to purchase the Deliverables described in Exhibit A.

Supplier will invoice Customer after delivery of Deliverables and Acceptance Testing has concluded. Invoice will reflect full purchase price. Adkins will accept full payment, as described in Exhibit A, upon receipt or interest free (0%) financing for a period of three (3) years. Should customer choose to accept three (3) year interest free financing, terms shall be as follows:

- Due upon delivery – \$45,690.00
- Due year two (2) – \$45,690.00
- Due year three (3) – \$45,690.00

With respect to late payments, Customer shall pay interest at the rate of 1.5% per month.



## **5.0 Cancellation and Return of Defective Items**

### **5.1 Right of Return of Defective Items**

Prior to completion of Acceptance Testing, Customer may return items that are defective and not in conformance with Supplier's specifications. After Acceptance Testing, and except for defective items covered by the Supplier's Warranty herein, all goods and items delivered are not subject to any additional rights of return. Any defects or deficiencies discovered after acceptance shall be repaired or replaced under Supplier's warranty as set forth herein or under the Hardware Warranty Agreement.

### **5.2 Cancellation**

This agreement and the obligations hereunder may be cancelled in its entirety by Customer within seven (7) days of the date of Customer's signature. Supplier shall not be obligated to proceed with Supplier's duties during this time. And any dates for performance shall be delayed by an equivalent period of time unless Customer waives such right of cancellation. Customer may waive such cancellations right by signing where indicated on the signature page or otherwise requesting the Supplier to proceed with deliveries according to the request schedule.

## **6.0 Acceptance Testing**

Testing of each piece or component of the Hardware and Software Products shall be performed by Supplier at the Supplier's facility prior to delivery of the Hardware Products and Software Products to ensure that it is in good working order and complies with the terms of this Contract. Acceptance testing shall conform with Iowa Administrative Code 721-22.31(52).

Supplier will conduct Acceptance Testing on the goods at the Customer's facility. The Acceptance Testing process assures that the system operates according to the supplied OpenElect system documentation.

## **7.0 Responsibilities of Customer**

The Customer shall act in good faith in the performance of its respective responsibilities under this Contract and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the Supplier in order to perform its responsibilities under this Contract.

## **8.0 Grant of Licenses**

All Software Products will be licensed to the Customer in accordance with the terms set forth in Exhibit B (Software License Agreement). In consideration for Supplier's grant of the license for Software, Customer shall pay Supplier the Software License Fees set forth in Exhibit A. Upon Supplier's request, Customer agrees to sign license confirmation agreements from time to time upon delivery or installation of the Software and Updates.

## **9.0 Title and Risk of Loss**

Title and risk of loss for each item of Hardware identified on Exhibit A and the tangible media holding the Software Products identified in Exhibit A, will pass to the Customer on receipt of each item of Hardware. However, shipment will not diminish any rights Customer has pursuant to this Contract, including rights to repairs and replacements under applicable warranty and maintenance terms.

- 9.1** Risk of loss or damage in respect of the Hardware Products shall pass to Customer upon receipt of each item of Hardware. Except as set forth herein, title and ownership to the Hardware Products shall pass to Customer upon payment in full of the Total Purchase Price for each item as set out in Exhibit A.
- 9.2** Upon receipt of Hardware Products as specified in Exhibit A, Customer:
  - 9.2.1** Will comply with all laws relating in any way to the use, operation or maintenance of the Deliverables;
  - 9.2.2** Shall not make any alterations, additions, modification or improvements to the Hardware Products without the prior written consent of Supplier.
- 9.3** After payment in full of the Total Purchase Price as specified in Exhibit A, Supplier shall take no action which impairs Customer's right to the possession and use of the Deliverables except to the extent required to protect Supplier's interest in software and confidential information.

## **10.0 Shipping and Receiving, Freight and Insurance**

Hardware Products will be delivered via Adkins fleet. Umbrella insurance covers all Hardware Products in transit. Larger orders may be delivered via Freight Carrier from Unisyn's facility in Vista (San Diego), California. Customer may elect to provide transportation and shipping insurance by providing specific written notice to Supplier of its intent to do so, otherwise, Supplier shall arrange for shipping and insurance.

## **11.0 Warranty**

All Hardware Products when delivered are warranted to be free from manufacturing defects and conform to documentation and specifications published by Supplier. Should any Hardware Products fail to conform to the preceding warranty during the initial twelve (12) months commencing from the date of completion of out-of-box testing. Supplier shall repair or replace any item determined by Supplier to be non-conforming after inspection of the item by Supplier. After initial warranty, Customer may purchase Extended Warranties as provided in Exhibit C (Hardware Warranty Agreement) for annual fees set forth in Exhibit A. OpenElect product warranty services are provided at either Adkins' repair depot in Clinton, Missouri or Unisyn's repair center in Vista (San Diego), California.



## **12.0 General Provisions**

### **12.1 Amendments**

Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the Parties to this Contract shall be valid and binding on the parties only when incorporated by written instrument, executed and signed by all Parties to this Contract.

### **12.2 Applicable Law/Venue**

Interpretation of this Agreement shall be governed by the laws of the State of Iowa and the courts of the State of Iowa will have exclusive jurisdiction, except with respect to claims that are subject to Federal jurisdiction.

### **12.3 Assignment**

Neither Party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other Party, such consent not to be unreasonably denied, withheld or delayed.

### **12.4 Exhibits and Appendices**

The Exhibits and Appendices referred to in and attached to this Contract are made a part of it as if fully included in the text and the term "Contract" is a collective reference to this document and such Appendices.

### **12.5 Consents**

Supplier represents and warrants that it has the requisite power and authority to bind Supplier and its Contract designated affiliates, and to execute and deliver this Contract and perform its obligations hereunder. Customer represents and warrants that it has the requisite power and authority to execute and deliver this Contract and perform its obligations hereunder.

Each Party will obtain and maintain all consents, authorizations and approvals of third parties necessary to allow (i) Supplier to provide the Services and otherwise fulfill its obligations under this Contract, and (ii) Customer to fulfill its obligations under this Contract. No Party will be in breach of its obligations hereunder for failure to obtain any such consent, authorization or approval unless it has actual knowledge of the need to obtain such consent and fails to use reasonable efforts to obtain such consent, authorization or approval.

### **12.6 Indemnification**

The Supplier shall indemnify, defend and hold harmless the Customer and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability, to the extent caused by the negligent or otherwise wrongful acts of Supplier as determined by such court to be liable to third parties. To avail itself of this indemnity, Customer shall within 30 days of receipt of

any suit, claim or demand tender the full and complete control of the defense and settlement of the matter to Supplier and provide reasonable assistance to Supplier in the defense thereof.

## **12.7 Interpretation**

The following rules of interpretation must be applied in interpreting this Contract:

**12.7.1** Headings and captions are for convenience only and are not to be used in the interpretation of this contract;

**12.7.2** The provisions of the Exhibits are incorporated in this Contract, and in the event of a conflict between an Exhibit and this Contract, to the extent the conflicting provisions can reasonably be interpreted so that such provisions are consistent with each other, such consistent interpretation will prevail, and otherwise, the terms of the Contract govern;

**12.7.3** Consents or approvals required to be given under this Contract shall not be unreasonably withheld, delayed or denied unless the Contract expressly states otherwise; and

**12.7.4** All requests under this Contract shall be reasonable.

## **12.8 Severability**

The provisions of this Contract will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if a provision of this Contract, for any reason, is declared to be unenforceable, the Parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the Parties.

## **12.9 Survival**

Any provision of this Contract that imposes or contemplates continuing obligations on a Party will survive the expiration or termination of this Contract in which it is contained.

## **12.10 Sales Taxes**

The Customer shall pay any and all taxes and other such amounts required by any Federal, State and local law, including but not limited to State and local sales taxes. The Customer shall provide Supplier a tax-exempt certificate for sales of tangible personal property to Customer by Supplier or purchases of tangible personal property made by Supplier on behalf of Customer in connection with this Contract, where the title vests in Customer, when requested.

## **12.11 Third Party Beneficiary Rights**

The Parties do not intend to create in any other individual entity the status of third-party beneficiary, and the Contract shall not be construed so as to create such status. The rights, duties and obligations



contained in the Contract shall operate only between the Parties to the Contract and shall insure solely to the benefit of the Parties to this Contract.

#### **12.12 Waiver**

The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

#### **12.13 Limitation of Liability**

Neither Party shall be liable for the other party's negligent or willful misconduct. Not including liability as a result of claims for bodily injury, including death or damage to tangible property, Supplier's total liability to Customer arising out of or relating to this Contract shall not exceed the amount paid to Supplier during the preceding year for the goods or services causing or directly related to the claim or \$25,000, whichever is greater. Any action by Customer against Supplier must be commenced within two years after the cause of action has accrued.

### 13.0 Signatures

Each Party has full power and authority to enter into and perform this Agreement, and the person or persons signing this Agreement on behalf of each party has been properly authorized and empowered to enter into the Agreement. Each Party acknowledges it has read this Agreement, understands, and agrees to be bound by it.

DES MOINES COUNTY, IOWA

HENRY M. ADKINS & SON, INC.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dustin Vanderburg  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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Printed Name and Title

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Date

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Printed Name and Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Sara Doty

Des Moines County Auditor &  
Commissioner of Elections

\_\_\_\_\_  
Date

**UNISYN VOTING SOLUTIONS, INC.**

**By**

**HENRY M. ADKINS & SON, INC.**

**Software License Agreement**

**Des Moines County, Iowa**

In consideration of the promises set forth herein, and pursuant to the terms and conditions set forth herein, Unisyn Voting Solutions, Inc., ("Unisyn") herein, grants **Des Moines County, Iowa** ("Customer") the number and type of licenses indicated below for the software identified below ("Unisyn OpenElect Software").

<b>Unisyn OpenElect Software</b>	<b>Type of License</b>	<b>Number of Licenses</b>	<b>Initial License Fee</b> (Included in Proposal Price)	<b>Annual License Fee</b> (Per Unit)
FVS Firmware	Single Device	17	\$125	\$90
FVT Firmware	Single Device	15	\$105	\$60
OVCS Software and Firmware	Single Device	0	-	-
<i>mini</i> OVCS Software and Firmware	Single Device	2	\$250	\$750
Ballot Layout Manager	Single Device	0	-	-
Election Manager	Single Device	1	-	-
Tabulator Modules	Single Device	1	\$12,500	\$3,500
Auditor	Single Device	0	-	-

Unisyn shall also furnish the software maintenance services described herein for the Unisyn OpenElect Software licensed hereunder during the term of this agreement ("License Agreement"). This License Agreement contains the terms and conditions applicable to each individual License granted herein.

**1. License.**

**1.1. Unisyn OpenElect Software.**

Upon payment of the initial license fee for Unisyn OpenElect Software ("Initial Charge"), and on the payment of each annual license fee ("Annual License Fee") thereafter, Unisyn grants to Customer, and the Customer accepts, a nonexclusive, nontransferable License to use one copy of the Unisyn OpenElect Software provided by Unisyn to Customer ("Original") to conduct government related elections and related activities within the Customer's jurisdiction, in compliance with the terms and conditions set forth in this License Agreement. As used in this License Agreement, Customer shall include directors, officers, employees, and contractors, provided such persons agree to comply with the provisions hereof.



1.2. Associated Third Party Software.

The Unisyn OpenElect Software is integrated with, or is accompanied by, software owned by various third parties ("Third Party Software"). Such Third Party Software is necessary for the operation of the hardware, Unisyn OpenElect Software and/or peripheral devices.

**2. Term of License**

The License for each item of Unisyn OpenElect Software shall begin on the date Unisyn ships the Unisyn OpenElect Software to Customer and shall continue until the next anniversary ("Anniversary") or the latter of (a) Delivery of the Unisyn OpenElect Software or (b) Acceptance, if Acceptance is required by a related Agreement. Thereafter, for a cumulative period not to exceed twenty (20) years, Customer may renew this License Agreement, annually, for successive one year terms, by paying the Annual License Fee. Regardless of the length of time the Unisyn OpenElect Software is licensed, Customer shall not acquire ownership of the Unisyn OpenElect Software, associated Third Party Software, or any rights other than those expressly granted to Customer in this License Agreement.

**3. License Fees**

- 3.1. The Initial Charge includes any Annual License Fee Customer is required to pay for the first year that Customer uses the Unisyn OpenElect Software licensed hereunder. Unisyn reserves the right to adjust Annual License Fees by providing sixty (60) days advance notice of any increase. If Customer does not wish to pay such increase Customer may terminate the License Agreement by discontinuing use of the Unisyn OpenElect Software and returning the Original and all Copies to Unisyn, along with the original and all copies of any associated user documentation ("User Documentation"). Customer shall immediately destroy all Copies of the Unisyn OpenElect Software remaining in electronic or other memory.
- 3.2. The Annual License Fee, and any other amounts payable by Customer pursuant to this License Agreement, is exclusive of any local, state, federal, excise, personal property, or similar taxes or duties which may be levied on the Unisyn OpenElect Software or any services provided by Unisyn. Customer is responsible for and shall pay all such taxes, as they are due. If Customer is exempt from taxes, Customer shall supply Unisyn a tax exemption certificate in a form satisfactory to Unisyn and all applicable taxing authorities. If Unisyn is required to pay any such taxes on Customer's behalf, Customer shall promptly reimburse Unisyn for payment of such taxes upon receipt of Unisyn's invoice.
- 3.3. Unisyn shall invoice Customer for the Annual License Fee at least thirty (30) days in advance of the Anniversary. Customer shall pay such invoice on or before the Anniversary. If the Licenses granted pursuant to this License Agreement have multiple Anniversaries, or if Unisyn and Customer have entered into one or more



related Warranty Agreements with differing Anniversaries, Unisyn may consolidate all of the Anniversaries. Unisyn shall do so by changing the Anniversary of one or more Licenses or Warranties so that it coincides with the Anniversaries of other Licenses or Warranties, which Anniversaries occur before the expiration of the next term of any License for which the Anniversary is being changed. Unisyn shall prorate the Annual License Fee for the resulting shortened term.

#### **4. Customer's Use of Unisyn OpenElect Software**

Each License is either a 1-5 Device License, or a Single Device License, as identified below. Customer's use of the associated Unisyn OpenElect Software is governed by the applicable grant below:

##### **4.1. 1-5 Device License:**

Unisyn grants Customer the right to use the Original of the Unisyn OpenElect Software licensed hereunder for as long as this License Agreement remains in effect. Customer may install an image of the Original ("Copy" or "Image Copy") of the licensed Unisyn OpenElect Software into the memory of 1 to 5 computers as are reasonably necessary for the conduct of elections or related activities within the Customer's jurisdiction, so long as each computer is owned by or leased to Customer. Customer shall make no other copies of the Unisyn OpenElect Software, except for one archival copy ("Copy" or "Archival Copy"), which may be used for recovery purposes only. Any Copy of the Unisyn OpenElect Software made by Customer shall belong to Unisyn. Customer shall not act as a Ballot Layout Service to third parties, or make the Unisyn OpenElect Software available to third parties.

##### **4.2. Single Device License:**

Customer is granted the right to use each Original of the Unisyn OpenElect Software licensed hereunder for as long as this License Agreement remains in effect. Customer may install one image of each Original ("Copy" or "Image Copy") into the memory of a single election hardware device owned by or leased to Customer, which Unisyn has provided for or approved in writing for use with such Unisyn OpenElect Software. Customer shall make no other copies of the Software except for one archival copy ("Copy" or "Archival Copy"), which may be used for recovery purposes only. Any Copy of the Unisyn OpenElect Software made by Customer shall belong to Unisyn. Customer shall not act as a Ballot Layout Service to third parties, nor shall it make the Unisyn OpenElect Software available to third parties.

##### **4.3. Some of the Third Party Software license agreements may additionally restrict the use of the associated Third Party Software. Such restrictions include, but are not limited to, placing limits on the number of copies that may be made. Customer is**

responsible for ensuring that its use of such Third Party Software complies with the terms and conditions of any applicable license agreements.

- 4.4. Customer may not use, copy, modify, transfer, rent, reverse engineer, decompile, disassemble, translate, create derivative works based upon, or perform any other similar process on any Unisyn OpenElect Software, portion thereof, or documentation, or Third Party Software provided by Unisyn, except as expressly authorized in this License Agreement. Customer shall not remove, alter, obscure, modify, or obliterate any copyright, trademark, proprietary or other protective notice, or serial number on any of the system components. Customer agrees not to act in contravention of any of Unisyn's rights or to assist others in doing so.
- 4.5. Customer shall not use the Unisyn OpenElect Software on hardware other than the hardware provided, or approved in writing, by Unisyn. Customer shall not make any changes to hardware which may affect Unisyn OpenElect Software performance, without the prior written consent of Unisyn, including but not limited to, changes to existing hardware configurations, network configurations, or terminal and printer characteristics.
- 4.6. Customer agrees to permit representatives of Unisyn to inspect the location and the computer hardware upon which the Unisyn OpenElect Software is being used or kept, Customer's records of use of the Unisyn OpenElect Software, and any Copies of the Unisyn OpenElect Software. Such inspections shall occur at reasonable times during normal business hours. In addition, Unisyn will use all reasonable efforts to minimize disruption to the normal business activities of Customer.

## **5. Maintenance**

- 5.1. Unisyn shall maintain Customer's Unisyn OpenElect Software such that it operates in conformity with the current User Documentation for the installed version of such Unisyn OpenElect Software, including all error corrections or changes provided pursuant to Subparagraph 6.1 and Upgrades provided pursuant to Subparagraph 6.2. Unisyn shall use its best efforts to correct any reproducible error. Suspected error conditions will be investigated and corrected by Unisyn personnel at the Unisyn office to the extent possible.
- 5.2. If a problem cannot be resolved using remote diagnostics, with the Customer's authorization Unisyn will send a specialist to the Customer's site under the following terms:
  - 5.2.1. If the problem lies solely with Unisyn's Software, Unisyn is responsible for all expenses associated with the resolution of the problem, provided, however, that Customer has incorporated all error corrections or changes to the Unisyn OpenElect Software within thirty (30) days of receipt of the same from Unisyn, and



5.2.2. If the problem is Customer generated, including by the failure to incorporate all error corrections or changes in a timely manner, the Customer is responsible for all fees and expenses at Unisyn's then-current consulting service rate. Customer generated problems include, but are not limited to, problems that arise from the failure of hardware or software that is not licensed or under warranty from Unisyn, installation of the Unisyn OpenElect Software on hardware that was not provided or approved by Unisyn, or improper use of the Unisyn OpenElect Software or the hardware upon which it is installed.

5.3. As is reasonably necessary for Unisyn to perform maintenance, Customer shall:

5.3.1. Provide Unisyn personnel with the work space necessary for the proper execution of its service obligations;

5.3.2. Be responsible for maintaining the computer hardware, communications equipment, cabling, and all other hardware equipment;

5.3.3. Make available computer time and assist in the testing and maintenance of software; and

5.3.4. Make available all necessary supplies.

## **6. Changes to Unisyn OpenElect Software**

6.1. Unisyn may provide Customer with unsolicited error corrections or changes to the Unisyn OpenElect Software that Unisyn determines from time to time are necessary for proper operation of the Unisyn OpenElect Software or the system with which the Unisyn OpenElect Software was provided or is a part ("System"). Customer shall incorporate these corrections or changes within thirty (30) days of receipt from Unisyn, unless Customer is granted permission in writing to delay the incorporation of such corrections or changes. Such error corrections or changes shall be treated as part of the Original of the Unisyn OpenElect Software for purposes of this License Agreement.

6.2. Unisyn may, from time to time, release Unisyn OpenElect Software improvements ("Upgrades"). Upgrades shall mean any added functionality or change to functionality of programs and materials not included in the Unisyn OpenElect Software at the time of the execution of this License Agreement. Upgrades do not include later released versions of the Unisyn OpenElect Software with a higher version number, which generally provide significantly increased functionality or introduce new technology. During the term of this License Agreement Customer is entitled to receive one copy of each Upgrade, including any associated documentation and installation procedures. Upgrades shall be treated as part of the Original of the Unisyn OpenElect Software for purposes of this License Agreement, whether or not installed by Customer. Specific training courses for Upgrades are available and are billable at Unisyn's standard published rates.



- 6.3. Customer may, from time to time, request modifications of the Unisyn OpenElect Software. If, in its discretion, Unisyn chooses to modify the Unisyn OpenElect Software, all such modifications shall be owned exclusively by Unisyn, and shall be treated as part of the Original Unisyn OpenElect Software for purposes of this License Agreement. Customer shall not modify, or permit a third party to modify, any Unisyn OpenElect Software, unless it is authorized by an amendment to this License Agreement. Any such modifications will be billed to Customer at Unisyn's standard published rates.

## **7. Warranty**

- 7.1. Unisyn warrants that it is the owner of Unisyn OpenElect Software or has the right to permit Customer to use the Unisyn OpenElect Software in compliance with the express terms of this License Agreement. Unisyn also warrants that when used with the hardware and software configuration purchased from or approved by Unisyn, the Unisyn OpenElect Software will perform free of software defects that would prevent the System from operating substantially in the manner described in the User Documentation at the time of shipment, and during any term of this License Agreement.
- 7.2. To the extent permitted by the owner of any Third Party Software Unisyn may provide, Unisyn shall pass through to the Customer all warranties provided to Unisyn. Otherwise, Third Party Software is delivered as is and without warranty.
- 7.3. Unisyn makes no other warranties, expressed or implied, of any kind or nature whatsoever concerning the software, the documentation, or any services provided hereunder.
- 7.4. Unisyn does not warrant uninterrupted operation or that the software will be error free. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

## **8. Intellectual Property**

- 8.1. Unisyn warrants that the Unisyn OpenElect Software does not infringe upon any United States patent, copyright, or trademark rights of any third party.
- 8.2. If notified promptly in writing of any action brought against Customer alleging that Customer's use of the Unisyn OpenElect Software infringes upon a United States patent or copyright or trademark, Unisyn will defend such action at its expense and will pay the costs and damages awarded against Customer in such action, provided that Unisyn shall have sole control of the defense of any such action, and all negotiations for its settlement or compromise.
- 8.3. If the Unisyn OpenElect Software, or any portion thereof, is likely to become the subject of a claim or infringement, or if a final injunction is obtained against

Customer's use of the Unisyn OpenElect Software, Unisyn will, at its option and at its expense, either

- 8.3.1. Procure for Customer the right to continue using the Unisyn OpenElect Software,
  - 8.3.2. Replace or modify the same so that it becomes non-infringing, or
  - 8.3.3. Grant the Customer a credit for such Unisyn OpenElect Software as depreciated, and accept its return.
- 8.4. The foregoing shall be the entire liability of Unisyn with respect to alleged infringement of patents, copyrights, or trademarks by the Unisyn OpenElect Software or any part thereof.
- 8.5. Customer shall hold Unisyn harmless against any expense, judgment or loss for alleged infringement of patents, copyrights or trademarks which result from Customer's use of the Unisyn OpenElect Software in a manner not authorized by Unisyn, or from Unisyn's compliance with Customer's designs specifications, or instructions.

## **9. No Other Warranties**

The warranties contained in paragraphs 7 and 8 are in lieu of all other warranties and conditions express or implied, including, but not limited to, express or implied warranties of merchantability and fitness for a particular purpose. **THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.** Except as provided in Paragraphs 5 and 8, the sole and exclusive remedy of Customer, and the sole and exclusive liability of Unisyn, in any action concerning or arising from Customer's use of the Unisyn OpenElect Software or Third Party Software, any equipment in which the Unisyn OpenElect Software or Third Party Software is used, the acts or omissions of persons providing services related to the Unisyn OpenElect Software or Third Party Software, or any alleged breach of this License Agreement shall be limited solely and exclusively at Unisyn's option, to either repair or replacement of any defective Unisyn OpenElect Software, or a refund of the Initial License Charge paid by the Customer for the Unisyn OpenElect Software which is alleged to give rise to the claim or loss.

## **10. Limitation of Liability**

- 10.1. Unisyn OpenElect Software may not perform properly for a variety of reasons that are beyond the control of Unisyn, including but not limited to the Unisyn OpenElect Software being negligently or improperly used, being modified, being installed on inappropriate hardware, or being supplied with improperly formatted data. Operation of the Unisyn OpenElect Software is the sole responsibility of the Customer and Unisyn shall not be responsible for the consequences of any changes to, or improper use of, the Unisyn OpenElect Software made by or on behalf of Customer.



- 10.2. Unisyn will not be liable for any claims, actions, suits, proceedings, costs, expenses, damages, or liabilities arising out of Unisyn's performance under this License Agreement unless caused by the negligent act or omission of Unisyn, its subcontractors, agents, servants, or employees. Unisyn's liability under this License Agreement for damages, regardless of the form of action, shall not exceed the fees or other charges paid to Unisyn for the current term of this License Agreement. Neither Unisyn nor any manufacturer or software provider for this system shall in any event be liable for special, indirect, incidental, or consequential damages, including, but not limited to, lost income, lost revenue, lost savings, increased expense of operation or lost profit, whether such damages were foreseeable or not at the time that this license agreement was entered into, and whether or not such damages arise out of a breach of warranty, a breach of contract, negligence, strict liability or any other theory of liability.
- 10.3. Unisyn's provision of Unisyn OpenElect Software to the Customer shall not be interpreted, construed, or regarded, either expressly or impliedly, as being for the benefit of or creating any obligation toward any third party or legal entity outside of Unisyn and the Customer; Unisyn's obligations under this License Agreement extend solely to the Customer.

## **11. Indemnification**

Each Party shall indemnify and hold harmless the other Party from third party claims arising from, or alleged to arise from, the gross negligence or deliberate misconduct of a Party in the course of performing under this Agreement. This indemnity extends solely to claims and lawsuits for personal injury, death, or destruction of tangible personal property. In addition:

- Customer shall indemnify and hold harmless Unisyn from any third party claims arising from, or alleged to arise from, Customer's failure to operate properly the Unisyn OpenElect Voting System licensed to Customer hereunder; and
- Customer shall indemnify and hold Unisyn harmless from and against any liability that results from Customer's failure to comply with any applicable state, federal or local laws and/or regulations.

## **12. Confidential Information**

- 12.1. For purposes of this Agreement, confidential information ("Confidential Information") is defined as those materials, documents, data, and technical information, specifications, business information, Representative information, individually identifiable voter information, or other information that the disclosing Party maintains as trade secrets or confidential and which are disclosed to a receiving Party in tangible form conspicuously marked as "secret," "confidential," or with words having similar meaning or which are expressly identified in this Subsection 12.1 Confidential Information includes:



12.1.1. All Unisyn OpenElect Software source and object code and written documentation associated therewith; and

12.1.2. Unisyn's equipment configuration.

12.2. Each Party shall treat the other Party's Confidential Information as confidential within their respective organizations, and shall disclose it therein only on a need-to know basis.

12.3. Neither Party shall disclose the other Party's Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of, an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court.

12.4. Each Party shall be given the ability to defend the confidentiality of its Confidential Information to the maximum extent allowable under the law prior to disclosure by the other Party of such Confidential Information.

12.5. Should Customer receive a request for information regarding this Agreement that in Customer's interpretation is subject to an Open/Public Records Act, but otherwise may constitute confidential information under this Section, Customer shall immediately forward such request to Unisyn. Unisyn shall promptly determine whether Unisyn will object to the disclosure of the information.

12.6. Customer Confidential Information.

In addition to anything that may be Confidential Information pursuant to an associated Agreement, Customer may also possess research, statistical, identifying, or other information about private individuals, which it may be necessary to share with Unisyn in the course of Unisyn's performance of this License Agreement. In addition to anything that may be Confidential Information pursuant to an associated Agreement, such information about private individuals is Confidential Information. Unisyn shall not use or reveal such Confidential Information furnished by or on behalf of Customer that is identifiable to any specific private person for any purpose other than the purpose for which Customer obtained it. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The Customer shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

### **13. Termination**

13.1. In the event either Party breaches one or more provisions of this License Agreement, the injured Party may serve written notice upon the violating Party identifying the violation and a reasonable cure period. Except as otherwise noted

herein, such cure period shall be at least thirty (30) days. Unisyn may immediately terminate this License Agreement for a breach of any of Paragraphs or Subparagraphs: 4, 6.3, or 12.1, and seek any legal remedy to which Unisyn may be entitled, including but not limited to injunctive relief.

13.2. In the event the violating Party has not remedied the infraction at the end of the cure period, the injured Party may serve written notice upon the violating Party of intent to terminate, and seek any legal remedy to which it may be entitled, including the recovery of damages, injunctive relief, court costs, and attorneys fees. If the breach identified in the notice cannot be completely cured with the specified time period, no default shall occur if the Party receiving the notice begins curative action within the specified time period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.

13.3. In the event of termination of this License Agreement or any portion thereof, by expiration of its term or by either Party, Customer shall immediately discontinue use of the Unisyn OpenElect Software and will return the Original and all Copies of the Unisyn OpenElect Software to Unisyn along with the original and all copies of the documentation. Customer shall immediately destroy all Copies of the Unisyn OpenElect Software remaining in electronic or other memory.

#### **14. Circumstances Beyond the Control of Unisyn or Customer**

Should any circumstances beyond the control of Unisyn or Customer occur that delay or render impossible the performance of any obligation due under this License Agreement, such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension, or cancelled if performance has been rendered impossible thereby. Such events may include, without limitation, accidents; war; acts of terrorism; acts of God; labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of both Unisyn and Customer. Unisyn shall not be liable under this License Agreement for any loss or damage to the Customer due to such delay or performance failures. Notwithstanding the foregoing, both Parties shall use their best efforts to minimize the adverse consequences of any such circumstances. This Paragraph 14 shall not operate to excuse any Party from paying amounts that are owed pursuant to this License Agreement.

#### **15. Electronic Signatures/Law**

The Parties acknowledge that this License Agreement may be accepted using an electronic signature that consists of Customer's indication that it intends to be bound, and that such a signature shall be legally binding to the same extent as a written signature by a Party's authorized representative. Any use of the Unisyn OpenElect Software by Customer also constitutes acceptance of this License Agreement. Each Party waives any legal requirement that this License Agreement be embodied, stored or reproduced in



tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing.

**16. Survival**

The provisions of Paragraphs and Subparagraphs 3.2, 4.3, 4.4, 7.3, 7.4, 8.5, 9, 10, 12, 13.3, 14, 15, 16, 17, 18, 19, 20, 21, and 22 shall survive the expiration or termination of this License Agreement.

**17. Assignment and Right to Subcontract**

Neither Party may assign its rights, obligations, or interests in this License Agreement without the written consent of the other Party, providing however that Unisyn may subcontract all or any portion of the work without the prior consent of the Customer and may assign the proceeds of this License Agreement to a financial institution without prior consent of the Customer.

**18. Legality and Severability**

This License Agreement and the Parties' actions under this License Agreement shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of this License Agreement is held to be illegal or unenforceable, the remainder of this License Agreement shall not be affected thereby and each term or provision of this License Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any arbitrator or court reviewing this License Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the Parties as set forth herein to the fullest extent permitted by law.

**19. Applicable Law**

Interpretation of this Agreement shall be governed by the laws of the State of California, and the courts of the State of California will have exclusive jurisdiction with venue residing in San Diego County, except with respect to claims that are subject to federal subject matter jurisdiction, as to which Unisyn agrees and consents to the jurisdiction of the United States District Court of the Southern District of California, for all purposes regarding this Agreement. Representative waives any claim that such forum or jurisdiction is not convenient or otherwise appropriate for resolution of any dispute.

**20. Waiver**

Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any provisions of this Agreement nor a waiver of any breach or subsequent breach not directly associated with the specific situation wherein the right was not asserted.



**21. Notices**

All notices required under this License Agreement, shall be sent by registered mail, certified mail, or other delivery refers to for which receipt can be verified. Notice shall be deemed to have been given on the date actually received or, if delivery was refused, on the date delivery was refused by an individual at the address provided for the receiving Party as set forth below. Either Party may change the address to which notices shall be delivered by providing ten (10) days' advance written notice to the other Party at the address listed in this Paragraph 21, or other then current address to which notices are to be delivered.

**22. Entire Agreement/Modifications**

This License Agreement, together with any Agreement of which this License Agreement initially formed a part, states the entire agreement between Customer and Unisyn concerning the subject matter hereof and supersedes all prior proposals or agreements whether oral or written. No alteration, waiver or modification of any provision of this License Agreement shall be effective unless it is in writing, expressly indicates that it modifies this License Agreement and is signed by the duly authorized representatives of both Customer and Unisyn.

**IN WITNESS WHEREOF**, Customer and Unisyn have caused this Agreement to be executed by their duly authorized officers as of the date set forth below.

**DES MOINES COUNTY, IOWA**

**UNISYN VOTING SOLUTIONS, INC.**

**By Henry M. Adkins & Son, Inc.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Dustin Vanderburg  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
President  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Des Moines County Iowa

## Exhibit A

### Tabulation Only Solution

Submitted By Henry M. Adkins & Son, Inc.

Proposal Date: March 17, 2025

Expiry Date: September 17, 2025

Product Description	# Units	Unit Price	Extended Price
<b>Hardware</b>			
<b>Unisyn FreedomVote Scan (FVS) Precinct Scanner with Ballot Box</b> Includes Transport Media (TM), battery backup, paper roll, one year firmware and one year warranty	17	\$ 5,625	\$ 95,625
<b>Unisyn FreedomVote Tablet (FVT) Ballot Marking Device (BMD)</b> Includes battery backup, keypad, headphones, paper roll, one year firmware and one year warranty	15	\$ 3,565	\$ 53,475
<b>Unisyn OpenElect Voting Central Scan (OVCS) High Speed Ballot Scanner</b> Includes computer, dust cover, software, one year firmware and one year warranty	0	\$ 33,000	\$ -
<b>Unisyn miniOpenElect Voting Central Scan (miniOVCS) High Speed Ballot Scanner</b> Includes software, one year firmware and one year warranty	0	\$ 8,100	\$ -
<b>Transport Media (TM)</b> Encrypted thumb drive used to load machines and tabulate results	0	\$ 100	\$ -
<b>Election Management System Computer</b> OpenElect Central Suite (OCS) Election Management Software installed	0	\$ 4,850	\$ -
<b>FVS Paper Rolls</b> Replacement of OVO paper rolls for FVS paper rolls	40	\$ 3.00	\$ 120
<b>Hardware Extended Total</b>			<b>\$ 149,220</b>
<b>Software</b>			
<b>OpenElect Central Suite (OCS) Election Management Software</b> Includes Tabulation Only Software	0	\$ -	\$ -
<b>Auditor Software Package</b> Risk Limiting Audit (RLA), adjudication and write-in software	0	\$ 7,500	\$ -
<b>Software Extended Total</b>			<b>\$ -</b>
<b>Hardware and Software Subtotal</b>			<b>\$ 149,220</b>
<b>Services</b>			
<b>Implementation Services</b> Includes project management, installation, and acceptance testing	1	\$ 2,250	INCLUDED
<b>Staff Training</b> Includes staff training on all hardware and software	1	\$ 2,250	INCLUDED
<b>Poll Worker Training</b> Includes poll worker training for two (2) days	0	\$ 2,250	\$ -
<b>Election Day Support</b> Includes an Adkins' representative on-site for election day	0	\$ 2,250	\$ -
<b>Services Extended Total</b>			<b>\$ -</b>
<b>Subtotal</b>			<b>\$ 149,220</b>
<b>Customer Discount</b> Includes trade-in allowance and recycling of existing equipment			<b>\$ (13,500)</b>
<b>Freight</b>	30	\$ 45	\$ 1,350
<b>Total Solution Purchase Price</b>		<b>\$</b>	<b>137,070</b>





# Des Moines County Iowa

## Exhibit A

### Tabulation Only Solution

Submitted By Henry M. Adkins & Son, Inc.

Proposal Date: March 17, 2025

Expiry Date: September 17, 2025

Product Description	# Units	Unit Price	Extended Price
<b>Annual Software and Firmware Licensing</b>			
OpenElect Central Suite (OCS) Software License	1	\$ 3,500	\$ 3,500
Auditor Software Package License	0	\$ 1,500	\$ -
OpenElect Voting Optical (OVO) Firmware License	0	\$ 90	\$ -
FreedomVote Scan (FVS) Firmware License	17	\$ 90	\$ 1,530
OpenElect Voting Interface - Vote Center (OVI-VC) Firmware License	0	\$ 60	\$ -
FreedomVote Tablet (FVT) Firmware License	15	\$ 60	\$ 900
OpenElect Voting Central Scan (OVCS) Software/Firmware License	0	\$ 2,050	\$ -
mini OpenElect Voting Central Scan (mini OVCS) Software/Firmware License	2	\$ 750	\$ 1,500
<b>Total Annual Software and Firmware</b>			<b>\$ 7,430</b>
<b>Annual Maintenance / Extended Warranty (Gold Package)</b>			
OpenElect Voting Optical (OVO) Gold Maintenance Package	0	\$ 200	\$ -
FreedomVote Scan (FVS) Gold Maintenance Package	17	\$ 205	\$ 3,485
OpenElect Voting Interface - Vote Center (OVI-VC) Gold Maintenance Package	0	\$ 145	\$ -
FreedomVote Tablet (FVT) Gold Maintenance Package	15	\$ 150	\$ 2,250
OpenElect Voting Central Scan (OVCS) Gold Maintenance Package	0	\$ 2,850	\$ -
mini OpenElect Voting Central Scan (mini OVCS) Gold Maintenance Package	2	\$ 500	\$ 1,000
<b>Total Annual Gold Maintenance / Extended Warranty</b>			<b>\$ 6,735</b>
<b>Total Annual Software, Firmware and Maintenance Fees</b>		<b>\$</b>	<b>14,165</b>
<b>Three (3) year interest free (0%) financing available</b>			



# HENRY M. ADKINS & SON, INC.

## Exhibit C

### Extended Warranty and Maintenance Agreement

#### Des Moines County, Iowa

Hardware	# of Units	Annual Fee	Total
OpenElect FreedomVote Scan (FVS)	17	\$205	\$3,485
OpenElect Freedom Vote Tablet (FVT)	15	\$150	\$2,250
miniOpenElect Voting Central Scan ( <i>miniOVCS</i> )	2	\$500	\$1,000

In consideration of the promises set forth herein, and pursuant to the terms and conditions set forth herein, Henry M. Adkins and Son, Inc., ("Adkins") hereby agrees to provide extended warranty/maintenance ("Extended Warranty") to Des Moines County, Iowa ("Customer"), for the hardware identified above, or as may be added later. If this Extended Warranty Agreement is initially entered into as part of a larger agreement ("Agreement"), defined terms herein have the same meaning as in the agreement.

1. **Extended Warranty.** Adkins warrants that each item of hardware identified above, or for which an Extended Warranty has been purchased, when used with the hardware and software configuration purchased from or approved by Adkins ("System"), will during any term of this Extended Warranty Agreement be free of defects that would prevent the System from operating substantially in the manner intended.
2. **Term of Warranty.** The term of the initial Extended Warranty Agreement shall be one year, beginning on the one-year anniversary of delivery, at the conclusion of the one-year manufacturer's warranty. Thereafter, Customer may renew this Extended Warranty Agreement, annually, for successive one-year terms, by paying the annual extended warranty/maintenance fee ("Warranty Fee").

### 3. **Fees.**

- 3.1 The Warranty Fee, at the time of execution of the Extended Warranty Agreement, is as stated above.
- 3.2 The Warranty Fee, and any other amounts payable by Customer pursuant to the Extended Warranty Agreement, is exclusive of any local, state, federal, excise, personal property, or similar taxes or duties which may be levied on the hardware or any services provided by Adkins. Customer is responsible for and shall pay all such taxes, as they are due. If Customer is exempt from taxes, Customer shall supply Adkins with a tax exemption certificate in a form satisfactory to Adkins and all applicable taxing authorities. If Adkins is required to pay any such taxes on Customer's behalf, Customer shall promptly reimburse Adkins for payment of such taxes upon receipt of invoice.
- 3.3 Adkins shall invoice Customer for the Warranty Fee in December of each year.
- 3.4 Adkins shall invoice Customer for work provided for which additional fees are due as such work is done (example: misuse, water damage, etc.)

- 3.5 All amounts past due shall bear interest at the rate of one and one-half percent (1-1/2%) per month (or the maximum extent allowed under applicable law, whichever is less). Interest charges shall accrue beginning on the date of original invoice if the outstanding balance that is thirty (30) days or more past due.

#### **4. Warranty Work.**

- 4.1 If, during any term of this Extended Warranty Agreement, any item of hardware identified above fails to satisfy the Extended Warranty Agreement articulated in this Extended Warranty Agreement Adkins shall, either provide full and complete repair or provide a replacement of the hardware identified above. The following conditions apply:
- 4.1.1 Adkins will bear all costs to repair equipment, including but not limited to, shipping, freight, parts, and labor.
- 4.1.2 In the event a hardware unit may not be repaired before an election, Adkins will issue the County a "loaner" unit to use.
- 4.1.3 Adkins will conduct annual preventative maintenance on all equipment listed above.
- 4.2 The following services are not Warranty Work, and Adkins shall invoice Customer at Adkins' then current time and material rates for:
- 4.2.1 The replacement of consumable items such as batteries, paper rolls, etc. (CMOS battery replacement is included in warranty every four (4) years)
- 4.2.2 The repair or replacement of hardware damaged by accident, abuse, improper usage, or as a result of service modification by anyone other than Adkins or its authorized agent or service representative; or
- 4.2.3 Other similar work which Customer requests, and which Adkins agrees to perform.

#### **5. No Other Warranties**

THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

#### **6. Limitation of Liability.**

- 6.1 The hardware may not perform properly for a variety of reasons that are beyond the control of Adkins, including but not limited to, the hardware being negligently or improperly used, being modified, being used with inappropriate software, or being supplied with improperly formatted data. Operation of the hardware is the



sole responsibility of the Customer and Adkins shall not be responsible for the consequences of any changes to, or improper use of, the Adkins hardware made by or on behalf of Customer.

- 6.2 Adkins will not be liable for any claims, actions, suits, proceedings, costs expenses, damages, or liabilities arising out of Adkins' performance under this Extended Warranty Agreement unless caused by the negligent act or omission of Adkins, its subcontractors, agents, servants, or employees. Adkins' liability under this Extended Warranty Agreement for damages, regardless of the form of action, shall not exceed the fees or other charges paid to Adkins for the current term of this Extended Warranty Agreement.
- 6.3 Adkins' provision of Services to the Customer shall not be interpreted, construed, or regarded, either expressly or impliedly, as being for the benefit of or creating any obligation toward any third party or legal entity outside of Adkins and the Customer; Adkins' obligations under this Extended Warranty Agreement extend solely to the Customer.

## **7. Termination.**

- 7.1 In the event either Party breaches one or more provisions of this Extended Warranty Agreement, the injured party may serve written notice upon the violating Party identifying the violation and a reasonable cure period. Except as otherwise noted herein, such cure period shall be at least (30) days. Adkins may immediately terminate this Extended Warranty Agreement for a breach and seek any legal remedy to which Adkins may be entitled, including but not limited to injunctive relief.
- 7.2 In the event the violating party has not remedied the infraction at the end of the cure period, the injured Party may serve written notice upon the violating Party of intent to terminate, and seek any legal remedy to which it may be entitled, including the recovery of damages, injunctive relief, court costs, and attorney's fees. If the breach identified in the notice cannot be completely cured within the specified time period, no default shall occur if the Party receiving the notice begins curative action within the specified time period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.

## **8. Assignment and Right to Subcontract**

Neither Party may assign its rights, obligations, or interests in this Extended Warranty Agreement without the written consent of the other Party, provided however that Adkins may subcontract all or any portion of the work without the prior consent of the Customer and may assign the proceeds of this Extended Warranty Agreement to a financial institution without prior consent of the Customer.

## **9. Legality and Severability.**

This Extended Warranty Agreement and the Parties' actions under this Extended Warranty Agreement shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of this Extended Warranty Agreement is held to be illegal or



unenforceable, the remainder of this Extended Warranty Agreement shall not be affected thereby, and each term or provision of this Extended Warranty Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any arbitrator or court reviewing this Extended Warranty Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the Parties as set forth herein to the fullest extent permitted by law.

**10. Entire Agreement/Modifications.**

This Extended Warranty Agreement, together with any Agreement of which this Extended Warranty Agreement initially forms a part, states the entire agreement between Customer and Adkins concerning the subject matter hereof and supersedes all prior proposals or agreements whether oral or written. No alteration, waiver or modification of any provision of this Extended Warranty Agreement shall be effective unless it is in writing, expressly indicates that it modifies this Extended Warranty Agreement and is signed by the duly authorized representatives of both Customer and Adkins.

IN WITNESS WHEREOF, Customer and Adkins have caused this Agreement to be executed by their duly authorized officers as of the date set forth below.

Henry M. Adkins & Son, Inc.

Des Moines County, Iowa

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Dustin Vanderburg  
Printed Name

\_\_\_\_\_  
Printed Name

President  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# DES MOINES COUNTY

## APPLICATION FOR FIREWORKS DISPLAY PERMIT

(Applications should be submitted two weeks prior to event)



**FILED**

APR 11 2025 3pm

### APPLICANT INFORMATION:

Organization/Individual Hosting Event: 34 Raceway DES MOINES CO. AUDITOR  
BURLINGTON, IOWA  
Applicant Name: J&M Displays, Inc  
Mailing Address: 18064 170th Ave E-mail: nina@jandmdisplays.com  
City: Vermouth State: IA Zip Code: 52660

### SITE INFORMATION:

Address/Location of Display: 34 Raceway - see attached map

### DISPLAY INFORMATION:

Company conducting the display: J&M Displays Inc.  
Mailing Address: 18064 170th Ave E-mail: nina@jandmdisplays.com  
City: Vermouth State: IA Zip Code: 52660  
Date of Display: 4/19/25 & 8/2/25 Time of Display: \_\_\_\_\_  
\*Alternate Date: \_\_\_\_\_ Time of Display: \_\_\_\_\_

Description of Effects: (Aerial, Ground, Set Pieces, Size, Quantity and approximate length of Display)

See attached

### OPERATOR:

Name and cell phone number of Certified Fireworks Shooter who will be responsible for igniting the display. Please note: this person must be on-site during the display. **Include a copy of Certification with this permit application.**

Name: David Oetken Cell Phone: 319-467-1405  
Alternate: Kevin Byerly Cell Phone: 319-470-5298

pd ck# 148967 #50<sup>00</sup>

# NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Peyton Krogmeier Employee #: 00979  
Title: Correctional Officer Department: Correctional Center

## STATUS CHANGES

### TERMINATION

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

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

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

### LEAVE OF ABSENCE

☐ Paternity ☐ Educational  
☐ Medical ☐ Military  
☐ Other, Explain

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

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

Authorized by:   
Authorized by: \_\_\_\_\_

Department: Correctional Center  
Department: \_\_\_\_\_

Date: April 9, 2025  
Date: \_\_\_\_\_

Pay Period Ending: May 10, 2025 Payroll Date: May 16, 2025

### TRANSFER

☐ Permanent ☐ Voluntary  
☐ Temporary ☐ Involuntary

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

### LAY OFF

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

### SALARY ADJUSTMENT

☐ New Hire ☐ Probationary  
☐ 77.11 Hours ☐ Demotion  
☐ 80 Hours ☐ Reduction  
☒ Anniversary ☐ Suspension  
☐ Promotion ☐ Other, Explain  
6-month step increase

Previous Rate \$48,614.34 New Rate \$49,868.07  
Previous Job Title: (if changed) \_\_\_\_\_  
Effective Date: May 6, 2025

Emailed Payroll: \_\_\_\_\_



# NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Peyton Krogmeier Employee #: \_\_\_\_\_  
Title: Correctional Officer Department: Correctional Center

## STATUS CHANGES

### TERMINATION

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

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

### TRANSFER

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

### LAY OFF

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

### LEAVE OF ABSENCE

☐ Paternity ☐ Educational  
☐ Medical ☒ **Military**  
☐ Other, Explain

Unpaid hours 77.11.

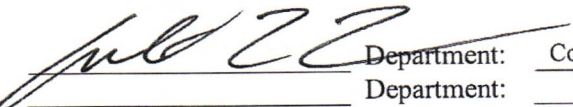
Dates of Absence \_\_\_\_\_ to \_\_\_\_\_

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

### SALARY ADJUSTMENT

☐ New Hire ☐ Probationary  
☐ 77.11 Hours ☐ Demotion  
☐ 80 Hours ☐ Reduction  
☐ Anniversary ☐ Suspension  
☐ Promotion ☐ Other, Explain

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

Authorized by:  Department: Correctional Center Date: April 9, 2025  
Authorized by: \_\_\_\_\_ Department: \_\_\_\_\_ Date: \_\_\_\_\_

Pay Period Ending: April 12, 2025 Payroll Date: April 18, 2025

Emailed Payroll: 04-09-25  
Sue Soren

# NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Angela Dunham Employee #: 00920  
Title: Correctional Officer Department: Correctional Center

## STATUS CHANGES

### TERMINATION

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

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

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

### LEAVE OF ABSENCE

☐ Paternity ☐ Educational  
☐ Medical ☐ Military  
☐ Other, Explain

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

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

### TRANSFER

☐ Permanent ☐ Voluntary  
☐ Temporary ☐ Involuntary

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

### LAY OFF

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

### SALARY ADJUSTMENT

☐ New Hire ☐ Probationary  
☐ 77.11 Hours ☐ Demotion  
☐ 80 Hours ☐ Reduction  
☐ Anniversary ☐ Suspension  
☐ Promotion ☒ Other, Explain

Going from full-time correctional officer to  
part-time status.

Previous Rate \$26.49 New Rate \$21.19

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

Effective Date: 04-14-25

Authorized by: [Signature] Department: Correctional Center Date: April 9, 2025  
Authorized by: \_\_\_\_\_ Department: \_\_\_\_\_ Date: \_\_\_\_\_

Pay Period Ending: April 26, 2025 Payroll Date: May 2, 2025

Emailed Payroll: 04-11-25

# NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Jacklyn Goodman Employee # : \_\_\_\_\_  
Title: Part Time Conservation Tech Department: Conservation

## STATUS CHANGES

### TERMINATION

☐ Resignation ☐ Unsatisfactory Probation  
☐ Discharge ☐ Death  
☐ Retirement ☐ Other, Explain \_\_\_\_\_

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

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

### LEAVE OF ABSENCE

☐ Maternity ☐ Educational  
☐ Medical ☐ Military  
☐ Other, Explain \_\_\_\_\_

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

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

### TRANSFER

☒ Permanent ☒ Voluntary  
☐ Temporary ☐ Involuntary

Previous Title Naturalist  
Previous Dept \_\_\_\_\_  
New Job Title P/T Conservation Tech  
New Dept \_\_\_\_\_  
Previous Rate \_\_\_\_\_  
Effective Transfer Date 04/21/2025

### LAY OFF

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

### SALARY ADJUSTMENT

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

No Change in hourly rate – up to 29hrs/week

Previous Rate \_\_\_\_\_ New Rate \_\_\_\_\_  
Previous Job Title: (if changed) \_\_\_\_\_  
Effective Date: April 21, 2025

Authorized by: Chris Lee Department: Conservation Date: 03/31/2025  
Authorized by: \_\_\_\_\_ Department: \_\_\_\_\_ Date: \_\_\_\_\_

Pay Period Ending: 4/12/2025 Payroll Date: 4/18/2025



# NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Trevor Skalinski Employee # : \_\_\_\_\_  
Title: Seasonal Naturalist Department: Conservation

## STATUS CHANGES

### TERMINATION

☐ Resignation ☐ Unsatisfactory Probation  
☐ Discharge ☐ Death  
☐ Retirement ☐ Other, Explain \_\_\_\_\_

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

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

### LEAVE OF ABSENCE

☐ Maternity ☐ Educational  
☐ Medical ☐ Military  
☐ Other, Explain \_\_\_\_\_

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

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

### TRANSFER

☐ Permanent ☐ Voluntary  
☐ Temporary ☐ Involuntary

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

### LAY OFF

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

### SALARY ADJUSTMENT

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

Starting on 5/19/25, ending on or before 8/22/25  
0027-22-6120-10100

Previous Rate \_\_\_\_\_ New Rate \$15.00 / hr.  
Previous Job Title: (if changed) \_\_\_\_\_  
Effective Date: 5/19/2025

Authorized by: Chris Lee Department: Conservation Date: 04/2/2025  
Authorized by: \_\_\_\_\_ Department: \_\_\_\_\_ Date: \_\_\_\_\_

Pay Period Ending: 5/24/2025 Payroll Date: 5/30/2025

# NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

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

## STATUS CHANGES

### TERMINATION

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

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

### TRANSFER

☐ Permanent ☐ Voluntary  
☐ Temporary ☐ Involuntary

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

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

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

### LEAVE OF ABSENCE

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

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

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

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

### SALARY ADJUSTMENT

☐ New Hire (Check # of Hours) ☐ Probationary  
☐ 74.77 Hours ☐ Demotion  
☐ 80 Hours ☐ Reduction  
☐ Anniversary ☐ Suspension  
☐ Promotion ☒ Other, Explain  
18-month step increase \_\_\_\_\_

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

Previous Rate \$66,743.38 New Rate \$70,451.35  
Previous Job Title: (if changed) \_\_\_\_\_  
Effective Date: May 6, 2025

Authorized by: \_\_\_\_\_ Department: Emergency Management Commission Date: 4/9/25  
Authorized by: \_\_\_\_\_ Department: \_\_\_\_\_ Date: \_\_\_\_\_

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



KEVIN GLENDENING, SHERIFF

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



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

03/01/2025 thru 03/31/2025

SHERIFF FEES	20,549.80
MILEAGE	746.93
R & B	1,221.54
INTEREST	11.67
TOTAL	<u>\$22,529.94</u>

*21,296.13*

I, Kevin Glendenning, Sheriff of Des Moines County, Iowa, do hereby certify that the above report is correct of monies collected by me as Sheriff during the period therein specified.

*Kevin Glendenning*  
KEVIN GLENDENING, SHERIFF



# CLERK'S REPORT OF FEES COLLECTED

STATE OF IOWA     )  
DES MOINES COUNTY)

TO THE DES MOINES COUNTY BOARD OF SUPERVISORS:

I, SARA MADDUX, 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 MARCH, 2025 AND THE SAME HAS BEEN PAID TO THE COUNTY TREASURER, PER DUPLICATE VOUCHER HERETO ATTACHED.

DES MOINES COUNTY TREASURER:

5% OF STATE FINE SURCHARGE	\$	0
SHERIFF FEES		2,696.76
INFRACTIONS		10,895.08
TOBACCO		0
COUNTY ENFORCEMENT SURCHARGE		30.88
LAW LIBRARY		6.00
RECORD SECURITIES FEES		10.00
PRE-PD FEES TO SHERIFF		0
MISC. REIMBURSEMENT (INDIGENT DEFENSE)		0
TOTAL FEES		<u>\$13,638.72</u>

TOTAL PAID \$13,638.72

CHECK No. 192931

RESPECTFULLY SUBMITTED THIS 9 DAY OF APRIL, 2025.

  
SARA MADDUX  
CLERK OF DISTRICT COURT / *Designee*

April 10<sup>th</sup>, 2025, Special Meeting

The Des Moines County Board of Supervisors met in a special session at the Court House in Burlington at 10:00 AM on Thursday, April 10<sup>th</sup>, 2025, with Chair Jim Cary, Vice-Chair Shane McCampbell, and Member Tom Broeker present.

The 2025 NAACP Proclamation was read and presented for approval. McCampbell made a motion to approve and was seconded by Broeker.

Cary asked for public comments. There was none.

The meeting was adjourned at 10:05 AM.

Jim Cary, Chair

Attest: Sara Doty, Auditor

April 8, 2025

The Des Moines County Board of Supervisors met in a regular session at the Court House in Burlington at 9:05 AM on Tuesday, April 8<sup>th</sup>, 2025, with Chair Jim Cary, Vice Chair Shane McCampbell and Member Tom Broeker present. This meeting was also held electronically via Webex and YouTube live streaming. Public input was available through board email or call in.

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

Meeting with Department Heads: County Auditor Sara Doty reported the NCOA cards are starting to roll in. Her office remains busy. IT Director Colin Gerst reported his staff is busy. Maintenance Director Rodney Bliesener reported there was a Safety Committee meeting held last week. The annual Security meeting will take place on April 29<sup>th</sup>. Conservation Director Chris Lee stated there is a leak somewhere in the 3,000 foot waterline at Starrs Cave. They have been working hard to try to find the leak. They received a quote for the full replacement, and it is in the \$30,000 ballpark. His crew is working hard to get the parks ready to go for the upcoming camping season. Emergency Management Director Shannon Prado reported she attended a Regional Conference last week. County Recorder Natalie Steffener reported her office remains busy. County Engineer Brian Carter reported the patching operations on old Highway 34 and Highway 99 are hoping to be wrapped up at the end of this week or beginning of next. From there, they will start the milling process. The Danville bridge is on working on the deck phase, and the North Gear Bridge is a little further behind that. Dust Control will begin the last week of April. Sheriff Kevin Glendening reported the jail population is at 91. The radio project is moving along as expected. He has a new Deputy scheduled to start on April 28<sup>th</sup>.

No correspondence was received.

Approval of Fireworks Permit – Sperry Fireworks was presented. Broeker made a motion to approve and was seconded by McCampbell

Approval of a Class C Liquor License for the Tipsy Travelers was presented. McCampbell made a motion to approve and was seconded by Broeker.

Approval of a Proclamation for Sexual Assault Awareness Month was presented. A member of the Domestic Violence and Sexual Assault Crisis Team came and spoke on this. Broeker made a motion to approve and was seconded by McCampbell.

A presentation was made by Kenny Olson regarding Des Moines County Energy District.

Personnel Actions – Correctional Center – Angela Dunham, Correctional Officer, Unpaid time of 73.30 hours; Peyton Krogmeier, Correctional Officer, Unpaid time of 77.11. Broeker made a motion to approve both personnel actions and was seconded by McCampbell.

Report – Recorder's Report of Fees Collected, March 2025

McCampbell motioned to approve April 1<sup>st</sup>, 2025, special meeting minutes and was seconded by Broeker.

Broeker motioned to approve April 1<sup>st</sup>, 2025, regular meeting minutes and was seconded by McCampbell.

Committee Reports – Broeker attended the County Safety Committee meeting.

Public Input – Nancy Burgut, 2201 Mason Rd., President of the Middletown Cemetery Commission, questioned tree removal over one of the county roads by the cemetery. County Engineer Brian Carter informed her he was working on a solution. Conservation Director Chris Lee also wanted to inform the public that there will be ADA compliance sidewalks being poured at the Nature Center. When this takes place, it will be closed due to construction. Please watch the facebook page for updates on when the actual date of closure will be.

The meeting was adjourned at 9:35 a.m.

Following the meeting the County Engineer took the Board of Supervisors on a Project Tour.

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



Jim Cary, Chair

Attest: Sara Doty, County Auditor