

OFFICIAL NOTICE

The Des Moines County Board of Supervisors will hold a regular session on **Tuesday, June 24th, 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 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. Public Hearing for FY25 Budget Amendment
 - B. Resolution #2025-033 Amending FY25 Appropriations
 - C. Resolution #2025-034 to Appropriate Funds to Operate County Offices & Departments for FY2026
 - D. Payroll Reimbursement Claims
 - E. Accounts Payable Claims
 - F. Approval of Employment Contract for Maintenance Director
 - G. Approval of Employment Contract for IT Director
 - H. Approval of Lease Agreement with River Cross Care Facility
 - I. Approval of Lease Agreement with the Crisis Stabilization Service
 - J. Approval of Lease Agreement with Optimae Life Services
 - K. Approval of FY26 ICAP Insurance Renewal
 - L. Amended Board of Supervisors Appointment Letter for FY26
 - M. Fireworks Permit – Spirit Hollow – July 5th, 2025
 - N. Personnel Actions:
 1. Auditor (1)
 2. County Attorney (1)
 - O. Minutes for Regular Meeting on June 17th, 2025
6. Other Business
7. Future Agenda Items
8. Committee Reports
9. Public Input
10. Adjournment

Work Session Following the Meeting:

BOS/County Engineer

RE: Project Tour

RECORD OF HEARING AND ADOPTION OF BUDGET AMENDMENT DES MOINES COUNTY					
Fiscal Year July 1, 2024 - June 30, 2025					
DES MOINES COUNTY conducted a public hearing for the propose of amending the current budget for the fiscal year ending June 30, 2025					
Meeting Date:	Meeting Time:	Meeting Location:			
6/24/2025	09:00 AM	Courthouse, 513 N Main St, 2nd floor conference room, Burlington			
The governing body of the DES MOINES COUNTY met with a quorum present and found that the notice of time and place of the hearing had been published as required by law and that the affidavit of publication is on file with the county auditor. After hearing public comment the governing body took up the amendment to the budget for final consideration and determined that said budgeted expenditures be amended as follows:					
REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment	
Taxes Levied on Property		1	15,768,450	0	15,768,450
Less: Uncollected Delinquent Taxes - Levy Year		2	5,384	0	5,384
Less: Credits to Taxpayers		3	531,039	0	531,039
Net Current Property Tax		4	15,232,027	0	15,232,027
Delinquent Property Tax Revenue		5	5,220	0	5,220
Penalties, Interest & Costs on Taxes		6	77,750	0	77,750
Other County Taxes/TIF Tax Revenues		7	2,818,946	0	2,818,946
Intergovernmental		8	6,228,746	0	6,228,746
Licenses & Permits		9	49,485	0	49,485
Charges for Service		10	980,280	0	980,280
Use of Money & Property		11	466,977	0	466,977
Miscellaneous		12	367,943	0	367,943
Subtotal Revenue		13	26,227,374	0	26,227,374
Other Financing Sources:					
General Long-Term Debt Proceeds		14	3,556,775	0	3,556,775
Operating Transfers In		15	3,086,947	0	3,086,947
Proceeds of Fixed Asset Sales		16	32,048	0	32,048
Total Revenues & Other Sources		17	32,903,144	0	32,903,144
EXPENDITURES & OTHER FINANCING USES					
Operating:					
Public Safety and Legal Services		18	10,559,952	0	10,559,952
Physical Health and Social Services		19	1,760,488	0	1,760,488
Mental Health, ID & DD		20	0	0	0
County Environment & Education		21	1,652,381	0	1,652,381
Roads & Transportation		22	8,522,243	170,000	8,692,243
Government Services to Residents		23	1,145,968	0	1,145,968
Administration		24	8,759,452	0	8,759,452
Nonprogram Current		25	0	0	0
Debt Service		26	3,575,775	0	3,575,775
Capital Projects		27	2,064,140	7,200	2,071,340
Subtotal Expenditures		28	38,040,399	177,200	38,217,599
Other Financing Uses:					
Operating Transfers Out		29	3,086,947	0	3,086,947
Refunded Debt/Payments to Escrow		30	0	0	0
Total Expenditures & Other Uses		31	41,127,346	177,200	41,304,546
Excess of Revenues & Other Sources over (under) Expenditures & Other Uses		32	-8,224,202	-177,200	-8,401,402
Beginning Fund Balance - July 1, 2024		33	15,068,421	0	15,068,421
Increase (Decrease) in Reserves (GAAP Budgeting)		34	0	0	0
Fund Balance - Nonspendable		35	0	0	0
Fund Balance - Restricted		36	4,952,082	-177,200	4,774,882
Fund Balance - Committed		37	0	0	0
Fund Balance - Assigned		38	831,017	0	831,017
Fund Balance - Unassigned		39	1,061,120	0	1,061,120
Total Ending Fund Balance - June 30, 2025		40	6,844,219	-177,200	6,667,019
Explanation of Changes: \$7,200 for new water service to Starr’s Cave Nature Center. \$30,000 for survey equipment damaged at construction site. Insurance check received to offset cost. \$75,000 for repairs to culvert on South Gear Ave. \$65,000 for payout of employee’s accrued vacation, comp time, and casual time					

06/24/2025

Signature of Certification -Supervisor

Adopted On

County Auditor or Budget Preparer

RESOLUTION AMENDING FY25 APPROPRIATIONS
2025-033

A Resolution authorizing the appropriations for expenditure for the various County Offices and Departments for the fiscal year beginning July 1, 2024.

BE IT RESOLVED: by the Des Moines County Board of Supervisors, that, the appropriations for expenditures during the fiscal year 2024-2025, (Section 331.434(6), Code of Iowa), appropriating such amounts as are deemed necessary for each County Office and Department, are amended on June 24th, 2025, as follows:

#	DEPARTMENT	APPROPRIATION	INCREASE
01	Board of Supervisors	157,472	0
02	Auditor & Elections	860,067	0
03	Treasurer	890,354	0
04	Attorney	1,669,822	0
05	Sheriff	3,506,445	0
06	Clerk of Court	431,454	0
07	Recorder	366,371	0
08	Pioneer Cemetery	36,550	0
11	Solid Waste	171,000	0
12	Road Clearing	35,000	0
13	Drug Seizure	0	0
14	Land Use Development	59,667	0
20	Secondary Roads	9,544,760	170,000
21	Veterans Affairs	103,691	0
22	Conservation Board	1,672,146	7,200
23	Local Health	1,126,149	0
25	Human Services/Social Services	275,648	0
28	Medical Examiner	248,850	0
29	Jail	3,462,002	0
33	G.I.S.	262,209	0
50	E911	1,121,460	0
51	Maintenance	1,168,536	0
52	Information Technology	1,094,167	0
60	MH/DS	418,242	0
63	Fairgrounds	85,000	0
69	County Assessor	578,881	0
70	Emergency Management	3,151,058	0
71	DesCom	1,715,360	0
90	MHASEI	10,026,729	0
99	Non-Departmental	12,137,190	0
TOTALS		55,871,673	177,200

Dated and approved this 24th day of June, 2025, at Burlington, Des Moines County, Iowa.

BOARD OF SUPERVISORS

Jim Cary, Chairman

Shane McCampbell, Vice-Chairman

Tom Broeker, Member

ATTEST: _____
Sara Doty, Auditor

RESOLUTION #2025-034
APPROPRIATE FUNDS TO OPERATE COUNTY OFFICES AND DEPARTMENTS FOR FISCAL YEAR 2026

WHEREAS, in accordance with Section 331.434(6) of the Code of Iowa, the Board of Supervisors of Des Moines County, Iowa, is required to appropriate funds to operate all offices and departments of said county for Fiscal Year 2026.
THEREFORE BE IT RESOLVED, that the Board of Supervisors do hereby authorize the appropriations for Fiscal year 2026 as follows:

SECTION 1: The amounts itemized by department on the following Schedule A are hereby appropriated from resources of each fund so itemized.

SECTION 2: Subject to the provisions of other county procedures and regulations, and applicable state law, the appropriations authorized under Section 1 shall constitute authorization for the department or officer listed to make expenditures or incur obligations from the itemized fund, effective July 1, 2025.

SECTION 3: In accordance with Section 331.437, Code of Iowa, no department or officer shall expend or contract to expend any money or incur any liability, or enter into any contract which by its terms involves the expenditure of money for any purpose in excess of the amount appropriated pursuant to this resolution.

SECTION 4: If at any time during the budget year the Auditor shall ascertain that the available resources of a fund for that year will be less than said funds total appropriations, she shall immediately so inform the Board and recommend appropriate corrective action.

SECTION 5: The Auditor shall establish separate accounts for the appropriations authorized in Section 1, each of which account shall indicate on a report the status of such accounts to the applicable department monthly during the budget year.

SECTION 6: All appropriations authorized pursuant to this resolution lapse at the close of business June 30, 2026.

SCHEDULE A

DEPT #	DEPARTMENT	BUDGET 2025-2026
01	Board of Supervisors	161,224
02	Auditor & Elections	756,493
03	Treasurer	933,443
04	Attorney	1,709,944
05	Sheriff	3,521,900
06	Clerk of Court	434,872
07	Recorder	384,779
08	Pioneer Cemetery Commission	36,550
11	Solid Waste	170,000
12	Road Clearing	35,000
13	Drug Seizure Program	0
14	Land Use Development	62,666
20	Secondary Roads	9,498,297
21	Veterans Affairs	91,034
22	Conservation	1,377,923
23	Local Health	1,150,255
25	Human Services/Social Services	278,592
28	Medical Examiner	277,850
29	Jail	3,248,829
33	G.I.S.	257,693
50	E911	296,060
51	Courthouse Maintenance	1,394,913
52	Information Technology	989,114
60	MH/DS & Case Management	306,595
63	Fairgrounds	85,000
69	County Assessor	625,263
70	Emergency Management	\$1,381,793
71	DesCom	\$1,187,780
90	MHASEI	\$2,062,533
99	Non-Departmental	\$8,380,460
	TOTAL	\$41,096,855

The above and foregoing resolution was adopted by the Board of Supervisors of Des Moines County, Iowa, on June 24th, 2025, the vote thereon being as follows:

AYES: NAYS:

Balancing Appropriations to Budget

Appropriations	41,096,855
Less: Assessor	625,263
Less: E-911	296,060
Less: Em. Mgmt.	1,381,793
Plus: County Em. Mgmt./DESCOM/Hazmat	1,292,780
Less: DesCom	1,187,780
Less: MHASEI	2,062,533
Total County Appropriations	<u><u>36,836,206</u></u>

EMPLOYMENT CONTRACT FOR DES MOINES COUNTY

MAINTENANCE DIRECTOR

This Employment Contract made and entered into this 24th day of June 2025, by and between Des Moines County, Iowa by its Board of Supervisors, hereinafter called "Board" and Rodney Bliesener, hereinafter called "Maintenance Director".

WHEREAS the Board desires and needs the services of a Maintenance Director, and Rodney Bliesener is willing, able, and duly qualified to perform those services for Des Moines County and the Board.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties mutually agree, covenant, and contract with each other as follows:

1. The Board hereby employs Rodney Bliesener, the Des Moines County Maintenance Director for the period beginning July 1st, 2025 and ending June 30, 2027. The salary will be reviewed yearly after an employee evaluation has been completed by the Board. As the Board agrees, the wage will be adjusted annually or not based on review/performance.
2. The Maintenance Director shall at all times while employed as Des Moines County Maintenance Director reside within Des Moines County, Iowa.
3. The Board shall furnish all equipment, labor, and materials necessary for efficient performance of the official duties of the Maintenance Director.
4. The Maintenance Director shall, in the performance of his duties, at all times, work under the direction of the Board. The Maintenance Director shall keep advised as to the condition and the status of the Maintenance Department. The Maintenance Director shall be directly responsible to the Board for all of the duties required of his Department and all employees therein. The Maintenance Director shall be directly responsible to the Board for hiring of employees to fill vacancies within his Department. The Maintenance Director shall be directly responsible to the Board for administering discipline to the employees of the Maintenance Director, all of which shall be with the advice and consent of the Board.
5. The Maintenance Director shall devote his professional time and talents to the best of his ability for the best interests of Des Moines County, Iowa. The Maintenance Director shall be indemnified and saved harmless for any and all actions taken against Des Moines County, Iowa, the Board, and/or the Maintenance Director due to actions performed by the Maintenance Director in the course of his official duties, which actions are not willful, reckless, wanton, or grossly negligent. The Board shall subscribe or continue to subscribe to existing

insurance coverage to effectuate the purpose of this paragraph and to provide defense for any covered litigation and payment of any covered judgments.

6. The Maintenance Director shall, at a minimum, perform the following duties:
 - a. Provide all maintenance, janitorial, security and safety services as required for all Des Moines County owned or operated facilities, including grounds, sidewalks, and parking lots.
 - b. Perform all administrative duties and functions as required.
 - c. Any and all other duties assigned by the Board.
7. The Maintenance Director shall be paid his actual and necessary expenses incurred in the performance of his official duties outside of Des Moines County, Iowa. The Maintenance Director shall be allowed a County rate per mile for use of his private vehicle when use of said vehicle is deemed necessary by the Maintenance Director for the transaction of official business.
8. The Maintenance Director shall be granted time off with pay to attend pertinent and professional conferences, professional meetings, short courses, and such meetings or conferences where attendance may be mandatory, as approved by the Board, and any and all expenses incurred by attendance at said meetings or conferences shall be paid by the Board as allowed by Iowa law.
9. The Maintenance Director shall be provided life and health benefits, sick leave, longevity and paid holidays for full-time work status as provided by the Board to other County employees.
10. The Maintenance Director shall be entitled to four (4) weeks of vacation annually. Two weeks of any unused vacation time remaining at the end of each contract year shall carry over into the next contract year.
11. This Contract may be terminated as follows:
 - a. The Maintenance Director may terminate this Contract at any time without cause by giving ninety (90) days notice to the Board. In such event, the Maintenance Director shall continue to render services as required in this Contract and shall be paid his regular compensation up to the date of termination.
 - b. Either party may terminate this Contract for cause. In such case, the terminating party shall set forth in a written notice to the other party the specific facts upon which cause for termination is based, together with the date of termination.

12. In the event of the termination of this Contract, any and all property of Des Moines County shall remain the property of the County.
13. If any provision of the Contract shall be deemed to be void by Order of the Court, statute, or otherwise, the remaining provision of this Contract shall be unaffected thereby and shall remain in full force and effect as allowed by law.
14. Release and Indemnification – This release is intended by Mr. Bliesener to be all encompassing and to act as a full and total release of any claims, whether specifically enumerated here or not, and/or his heirs or assigns may have or have had against Des Moines County or its agents, employees, and/or elected officials, arising from conduct occurring up to and through the date of this agreement including, but not limited to, any claims arising from any Federal, State, or Local laws dealing with employment, employment benefits, and/or employment discrimination.

APPROVED this 24th day of July 2025.

DES MOINES COUNTY, IOWA

BY: _____
Jim Cary
Chair, Board of Supervisors

Rodney Bliesener, Maintenance Director

BY: _____
Shane McCampbell
Vice-Chair, Board of Supervisors

BY: _____
Tom Broeker
Member, Board of Supervisors

ATTEST:

Sara Doty
Des Moines County Auditor

EMPLOYMENT CONTRACT FOR DES MOINES COUNTY

INFORMATION TECHNOLOGY MANAGER

This Employment Contract made and entered into this 24th day of June 2025, by and between Des Moines County, Iowa by its Board of Supervisors, hereinafter called "Board" and Colin Gerst, hereinafter called "Information Technology Manager.

WHEREAS the Board desires and needs the services of an Information Technology Manager, and Colin Gerst is willing, able, and duly qualified to perform those services for Des Moines County and the Board.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties mutually agree, covenant, and contract with each other as follows:

1. The Board hereby employs Colin Gerst, the Des Moines County Information Technology Manager for the period beginning July 1st, 2025 and ending June 30, 2027. The salary will be reviewed yearly after an employee evaluation has been completed by the Board. As the Board agrees, the wage will be adjusted annually or not based on review/performance.
2. The Information Technology Manager shall at all times while employed as Des Moines County Information Technology Manager reside within Des Moines County, Iowa.
3. The Board shall furnish all equipment, labor, and materials necessary for efficient performance of the official duties of the Information Technology Manager.
4. The Information Technology Manager shall, in the performance of his duties, at all times, work under the direction of the Board. The Information Technology Manager shall keep advised as to the condition and the status of the Information Technology Department. The Information Technology Manager shall be directly responsible to the Board for all of the duties required of his Department and all employees therein. The Information Technology Manager shall be directly responsible to the Board for hiring of employees to fill vacancies within his Department. The Information Technology Manager shall be directly responsible to the Board for administering discipline to the employees of the Information Technology Manager, all of which shall be with the advice and consent of the Board.
5. The Information Technology Manager shall devote his professional time and talents to the best of his ability for the best interests of Des Moines County, Iowa. The Information Technology Manager

shall be indemnified and saved harmless for any and all actions taken against Des Moines County, Iowa, the Board, and/or the Information Technology Manager due to actions performed by the Information Technology Manager in the course of his official duties, which actions are not willful, reckless, wanton, or grossly negligent. The Board shall subscribe or continue to subscribe to existing insurance coverage to effectuate the purpose of this paragraph and to provide defense for any covered litigation and payment of any covered judgments.

6. The Information Technology Manager shall, at a minimum, perform the following duties:
 - a. Be familiar with County computer hardware, including all of the vendor manuals and special operations so as to be able to provide for the day-to-day operations of County computer systems;
 - b. Be knowledgeable of all software programs relating to the County computer system(s) including the ability to explain and define required changes to a programmer for updates and changes;
 - c. Be able to schedule and perform periodic updates and backups for all source materials, as well as manage, schedule and perform required machine reports to meet the requirements of other County Officials.
 - d. Comply with any and all state and federal laws, statutes, and authorities.
 - e. Organize and maintain a functioning and orderly computer system Or systems room(s) which shall include:
 - i. Filing system,
 - ii. Equipment maintenance schedule;
 - iii. Equipment security system, and
 - iv. Resource materials and recommendations on new purchases or equipment updates so as to maintain the systems with the latest "state of the art" equipment necessary for County operations;
 - f. Carefully analyze problems, confer with officials using the County computer system(s), and make constructive recommendations to the Board and other County officials. The Information Technology Manager shall perform all tasks in a professional and courteous manner;
 - g. Establish cooperative communications between users of the County computer system(s) and between vendors;
 - h. Establish training for all users of County computer system(s) on

the proper use of the system(s), including printers, and train in the usage of all instruction manuals;

- i. Assist vendors in adopting changes to software or hardware of the county computer system; and
 - j. Any and all other duties assigned by the Board.
- 7. The Information Technology Manager shall be paid his actual and necessary expenses incurred in the performance of his official duties outside of Des Moines County, Iowa. The Information Technology Manager shall be allowed a County rate per mile for use of his private vehicle when use of said vehicle is deemed necessary by the Information Technology Manager for the transaction of official business.
 - 8. The Information Technology Manager shall be granted time off with pay to attend pertinent and professional conferences, professional meetings, short courses, and such meetings or conferences where attendance may be mandatory, as approved by the Board, and any and all expenses incurred by attendance at said meetings or conferences shall be paid by the Board as allowed by Iowa law.
 - 9. The Information Technology Manager shall be provided life and health benefits, sick leave, longevity and paid holidays for full-time work status as provided by the Board to other County employees.
 - 10. The Information Technology Manager shall be entitled to four (4) weeks of vacation annually. Two weeks of any unused vacation time remaining at the end of each contract year shall carry over into the next contract year.
 - 11. This Contract may be terminated as follows:
 - a. The Information Technology Manager may terminate this Contract at any time without cause by giving ninety (90) days notice to the Board. In such event, the Information Technology Manager shall continue to render services as required in this Contract and shall be paid his regular compensation up to the date of termination.
 - b. Either party may terminate this Contract for cause. In such case, the terminating party shall set forth in a written notice to the other party the specific facts upon which cause for termination is based, together with the date of termination.
 - 12. In the event of the termination of this Contract, any and all property of the Des Moines County Information Technology Department shall remain the property of the County.

13. If any provision of the Contract shall be deemed to be void by Order of the Court, statute, or otherwise, the remaining provision of this Contract shall be unaffected thereby and shall remain in full force and effect as allowed by law.
14. Release and Indemnification – This release is intended by Mr. Gerst to be all encompassing and to act as a full and total release of any claims, whether specifically enumerated here or not, and/or his heirs or assigns may have or have had against Des Moines County or its agents, employees, and/or elected officials, arising from conduct occurring up to and through the date of this agreement including, but not limited to, any claims arising from any Federal, State, or Local laws dealing with employment, employment benefits, and/or employment discrimination.

APPROVED this 24th day of June 2025.

DES MOINES COUNTY, IOWA

BY: _____
Jim Cary
Chair, Board of Supervisors

Colin Gerst, IT Manager

BY: _____
Shane McCampbell
Vice-Chair, Board of Supervisors

BY: _____
Tom Broeker
Member, Board of Supervisors

ATTEST:

Sara Doty
Des Moines County Auditor

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

This Commercial Lease Agreement ("Lease") is made and effective July 1, 2025, by and between DES MOINES COUNTY ("Landlord") and Imagine The Possibilities ("Tenant").

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

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

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

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

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for a "Term" beginning JULY 1, 2025 and ending JUNE 30, 2026. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

2. Rental.

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

3. Use

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

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

4. Sublease and Assignment.

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

5. Repairs.

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

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

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

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

6. Alterations and Improvements.

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

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

7. Insurance.

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

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

8. Utilities.

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

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

9. Signs.

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

10. Entry.

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

11. Parking.

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

12. Building Rules.

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

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

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

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

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

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

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

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

13. Damage and Destruction.

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

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

14. Default.

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

TERMINATION AND AMENDMENT.

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

15. Quiet Possession.

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

16. Condemnation.

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

17. Subordination.

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

18. Notice.

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

If to Landlord to:

Des Moines County Auditor

513 N. Main

Burlington, Iowa 52601

If to Tenant to:

Megan Simmons, Chief Financial Officer

Imagine the Possibilities

1710 E Maple Street

Maquoketa, Iowa 52060

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

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

19. Waiver.

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

20. Headings.

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

21. Consent.

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

22. Performance.

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

23. Compliance with Law.

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

24. Final Agreement.

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

25. **Governing Law.**

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

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

BY DES MOINES COUNTY:

_____	_____
Mr. Jim Cary, Chairman	Date

Des Moines County Board of Supervisors

_____	_____
Mr. Shane McCampbell, Vice-Chairman	Date

Des Moines County Board of Supervisors

_____	_____
Mr. Thomas Broeker, Member	Date

Des Moines County Board of Supervisors

ATTEST:

_____	_____
Ms. Sara Doty	Date

Des Moines County Auditor

FOR INAGINE THE POSSIBILITIES:

_____	_____
Megan Simmons, Chief Financial Officer	Date

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

This Commercial Lease Agreement ("Lease") is made and effective July 1, 2025, by and between DES MOINES COUNTY ("Landlord") and IMAGINE THE POSSIBILITIES ("Tenant").

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

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

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

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

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for a "Term" beginning JULY 1, 2025 and ending JUNE 30, 2026. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

2. Rental.

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

3. Use

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

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

4. Sublease and Assignment.

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

5. Repairs.

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

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

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

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

6. Alterations and Improvements.

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

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

7. Insurance.

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

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

8. Utilities.

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

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

9. Signs.

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

10. Entry.

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

11. Parking.

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

12. Building Rules.

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

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

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

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

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

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

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

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

13. Damage and Destruction.

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

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

14. Default.

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

TERMINATION AND AMENDMENT.

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

15. Quiet Possession.

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

16. Condemnation.

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

17. Subordination.

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

18. Notice.

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

If to Landlord to:

Des Moines County Auditor

513 N. Main

Burlington, Iowa 52601

If to Tenant to:

Megan Simmons, Chief Financial Officer

Imagine the Possibilities

1710 E Maple Street

Maquoketa, Iowa 52060

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

19. Waiver.

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

20. Headings.

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

21. Consent.

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

22. Performance.

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

23. Compliance with Law.

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

24. **Final Agreement.**

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

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

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

BY DES MOINES COUNTY:

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

Date

Mr. Shane McCampbell, Vice-Chairman
Des Moines County Board of Supervisors

Date

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

Date

ATTEST:

Ms. Sara Doty
Des Moines County Auditor

Date

FOR HOPE HAVEN AREA DEVELOPMENT:

Megan Simmons, Chief Financial Officer

Date



Des Moines County Year Over Year Renewal Comparison

	ICAP Contribution Summary 2024 Actual 2024 Invoice Received	As Is' ICAP Contribution Summary 2025 Actual 2025 Invoice Received	Actual 2025 \$ Increase	Actual 2025 % Increase	Recommended' ICAP Contribution Summary 2025 Revised 2025 Invoice Received	Option I 2025 \$ Increase	Option I 2025 % Increase
General Liability	\$103,809	\$103,809	\$0	\$0	\$103,809	\$0	0.00%
Limit	\$2,000,000	\$2,000,000			\$2,000,000		
Deductible	\$5,000	\$5,000			\$5,000		
Auto Liability	\$33,582	\$35,262	\$1,680	5.00%	\$35,262	\$1,680	5.00%
Limit	\$2,000,000	\$2,000,000			\$2,000,000		
Deductible	\$5,000	\$5,000			\$5,000		
Law Enforcement Liability	\$41,231	\$43,293	\$2,062	5.00%	\$43,293	\$2,062	5.00%
Limit	\$2,000,000	\$2,000,000			\$2,000,000		
Deductible	\$10,000	\$10,000			\$10,000		
Public Officials Liability	\$22,836	\$23,978	\$1,142	5.00%	\$23,978	\$1,142	5.00%
Limit	\$2,000,000	\$2,000,000			\$2,000,000		
Deductible	\$5,000	\$5,000			\$5,000		
Excess Liability**	\$59,064	\$62,018	\$2,954	5.00%	\$62,018	\$2,954	5.00%
Limit	\$13,000,000	\$13,000,000			\$13,000,000		
Vehicles	\$84,135	\$103,728	\$19,593	23.29%	\$103,728	\$19,593	23.29%
Limit	\$5,873,730	\$7,241,538	\$1,367,808	23.29%	\$7,241,538		
Rate	1.432394747	1.432402896			1.432402896		
Deductibles	1000 / 1000	1000 / 1000			1000 / 1000		
Property	\$178,341	\$193,547	\$15,206	8.53%	\$183,645	\$5,304	2.97%
Deductible**	\$1000/\$5000	\$1000/\$5000 AOP - 2% W/H			\$20,000 AOP - 2% W/H w/ a \$300K MAX OOP		
Total Blanket Limit	\$55,858,971	\$60,612,150			\$60,612,150		
Building	\$52,774,041	\$57,065,522			\$57,065,522		
Personal Property	\$3,102,538	\$3,564,589			\$3,564,589		
Fine Arts	\$0	\$0			\$0		
Miscellaneous Property Scheduled	\$4,388,322	\$4,790,950			\$4,790,950		
Miscellaneous Property Unscheduled	\$356,458	\$368,822			\$368,822		
Rate (based on TBL)	0.3192701133	0.3193204663			0.3029838077		
Total TIV	\$60,621,359	\$65,789,883			\$65,789,883		
**various deductibles							
Crime	\$0	\$0	\$0		\$0	\$0	
Limit	\$100,000	\$100,000			\$100,000		
Deductible	\$500	\$500			\$500		
Cyber	\$0	\$5,159	\$5,159		\$11,813	\$11,813	
Limit	\$250,000 - previously included in GL	\$250,000			\$1,000,000		
Deductible	\$5,000	\$10,000			\$10,000		

	ICAP Contribution Summary 2024 Actual 2024 Invoice Received	As Is' ICAP Contribution Summary 2025 Actual 2025 Invoice Received	Actual 2025 \$ Increase	Actual 2025 % Increase	Recommended' ICAP Contribution Summary 2025 Revised 2025 Invoice Received	Option I 2025 \$ Increase	Option I 2025 % Increase
Agency Fee	\$2,500	\$0	-\$2,500	-100.00%	\$0	-\$2,500	-100.00%
CRMS	\$4,816	\$5,918	\$1,102	22.88%	\$5,918	\$1,102	22.88%
TOTAL	\$530,314	\$576,712	\$46,398	8.75%	\$573,464	\$43,150	8.14%

NOTES

AS IS



Member Invoice

Member Name: Des Moines County Anniversary Date: 07/01/2025
Policy Number: R0553PC2025-01

Coverage	Limit of Coverage	Contribution
General Liability	\$2,000,000	\$103,809.00
Cyber	\$250,000	\$5,159.00
Automobile Liability	\$2,000,000	\$35,262.00
Law Enforcement Liability	\$2,000,000	\$43,293.00
Public Officials Wrongful Acts	\$2,000,000	\$23,976.00
Excess Liability	\$13,000,000	\$62,019.00
Vehicles	\$7,241,538	\$103,728.00
Property	\$65,789,883	\$193,547.00
Equipment Breakdown	Included	Included
Crime	\$100,000	\$0.00
TOTAL CONTRIBUTION		\$576,712.00

Alternative Quote Options Presented



Alternate Quote Options

Member name: Des Moines County
Anniversary date: 07/01/2025
Coverage period: 07/01/2025 - 07/01/2026
Member number: 553

Cyber Liability Limit

CURRENT LIMIT	CURRENT CONTRIBUTION	ALTERNATE LIMIT	ALTERNATE CONTRIBUTION
\$250,000	\$5,159	\$1,000,000	\$11,813

Please note the \$1,000,000 cyber liability limit will be effected the later of the anniversary date or the date option to bind is provided to the ICAP team; this limit cannot be backdated.

APD Deductibles

CURRENT DEDUCTIBLE	CURRENT CONTRIBUTION	ALTERNATE DEDUCTIBLE	ALTERNATE CONTRIBUTION	SAVINGS
\$1,000/1,000	\$103,728	\$2,500/2,500	\$102,296	\$1,432
		\$5,000/5,000	\$99,780	\$3,948
		\$10,000/10,000	\$94,734	\$8,994

Property Deductible

CURRENT DEDUCTIBLE	CURRENT CONTRIBUTION	ALTERNATE DEDUCTIBLE	ALTERNATE CONTRIBUTION	SAVINGS
\$5,000	\$193,547	\$10,000	\$189,390	\$4,157
		\$20,000	\$183,645	\$9,902



Alternate Quote Options

Member name: **Des Moines County**
Anniversary date: **07/01/2025**
Coverage period: **07/01/2025 - 07/01/2026**
Member number: **553**

Cyber Liability Limit

CURRENT LIMIT	CURRENT CONTRIBUTION	ALTERNATE LIMIT	ALTERNATE CONTRIBUTION
\$250,000	\$5,159	\$1,000,000	\$11,813

Please note the \$1,000,000 cyber liability limit will be effected the later of the anniversary date or the date option to bind is provided to the ICAP team; this limit cannot be backdated.

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Property Deductible

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\$5,000	\$193,547	\$10,000	\$189,390	\$4,157
		\$20,000	\$183,645	\$9,902

PLEASE ADVISE YOUR ICAP UNDERWRITER OF THE SELECTED DEDUCTIBLES AND LIMITS PRIOR TO SUBMITTING PAYMENT FOR THE CORRESPONDING CONTRIBUTION.

Once done, please remit your contribution payment online. To do so, visit the ICAP website (www.icapiowa.com) and click "Member Pay" at the top right of the page. This will enable you to submit payment via ACH transfer, as required by the Pool; please note there is no fee for utilizing this service.

**Des Moines County, Iowa
Board of Supervisors**

**Jim Cary, Chair
Shane McCampbell, Vice Chair
Tom Broeker, Member**

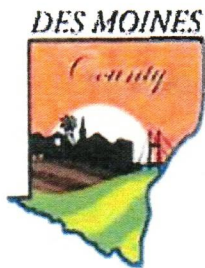


**513 N Main St
PO Box 784
Burlington, IA 52601**

**Phone: 319-753-8203
Fax: 319-753-8227**

Date: June 19, 2025
Department: Board of Supervisors
To: Board of Supervisors
RE: FY2026 Salaries and Annual Appointments

Employee/Position	Hours in Pay Period	FY25 Hourly Rate	FY25 Salary
Tom Broeker 0001-01-9000-000-10010	75	\$22.36	\$43,768.44
Jim Cary 0001-01-9000-000-10010	75	\$22.36	\$43,768.44
Shane McCampbell 0001-01-9000-000-10010	75	\$22.36	\$43,768.44
Cheryl McVey 0001-99-9000-000-10010			\$65,530.04
Ted Keuchmann 0001-60-9040-000-10000	75	\$33.50	\$65,573.51
April Broadhurst 0001-60-9040-000-10000	75	\$33.50	\$65,573.51



DES MOINES COUNTY

APPLICATION FOR FIREWORKS DISPLAY PERMIT

(Applications should be submitted two weeks prior to event)



APPLICANT INFORMATION:

Organization/Individual Hosting Event: Russ Larson
Applicant Name: J&M Displays Inc
Mailing Address: 18064 170 Ave E-mail: nina@jandmdisplays.com
City: Vermouth State: IA Zip Code: 52160

SITE INFORMATION:

Address/Location of Display: Spirit Hollow

DISPLAY INFORMATION:

Company conducting the display: J&M Displays Inc
Mailing Address: 18064 170 Ave E-mail: nina@jandmdisplays.com
City: Vermouth State: IA Zip Code: 52160
Date of Display: July 5, 2025 Time of Display: 9:00pm
*Alternate Date: N/A Time of Display: N/A

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

1 - Funeral Shell
1 - Star blaster cake (25 shot)

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: Jim Otken Cell Phone: 319-759-1681
Alternate: _____ Cell Phone: _____

*emailed to Sara 6-20-2025 for review.
Check to be mailed. alp*

Have you contacted your local Fire Department with the date, time, and location of your Fireworks Display?
YES ☒ NO ☐

EMERGENCY CONTACT INFORMATION:

Display Company's contact person during event: Jim Oetken
Phone: 319-759-1081 Alternate Phone: _____

SIGNATURE:

Applicant Signature: Nina Oetken Date: 6/19/25

You must submit the following documentation before your application will be submitted to the Board of Supervisors:

- ☒ Completed Application
☒ Certificate of Authorized Fireworks Shooter
☐ Payment

Return to: Des Moines County Auditor
513 N. Main St.
Burlington, IA 52601

CITY/TOWNSHIP USE ONLY

I hereby affirm that I understand that no person shall handle or explode Fireworks while under the influence of alcohol, narcotics, or drugs which could adversely affect judgment, movements, or stability; that no person will set up or explode Fireworks after 11:00 pm; that no person will set up or explode Fireworks who is not 18 and qualified as set out above or who is not under the direct supervision of the Operator; the Operator will conduct a thorough search for any unexploded Fireworks or fuses; that any unexploded Fireworks will be stored or disposed of in a safe manner; and that the Sponsor, Operator, and I will follow its terms and the laws of the State of Iowa. Further, I specifically agree to protect, defend, and hold Des Moines County, Iowa, its officers and employees, and the Fire Chief/designee who signs the application harmless from all damages or claims for damages that might arise or accrue by reason of the granting of the permit for which I am applying.

Fire Chief:

☒ Approved

☐ Denied – Reason: _____

Name: ROBERT BRANDT

Signature: [Signature]

Date: 6/19/24

BOARD OF SUPERVISOR USE ONLY

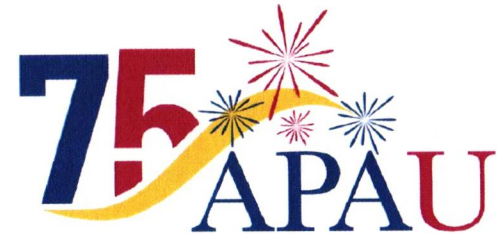
☐ Approved

☐ Denied – Reason: _____

Chair Signature: _____

Date: _____

Copy to: Des Moines County Sheriff, Fire Chief, Police Dispatch



CERTIFICATE OF ACHIEVEMENT

James Oetken

APA Display Operator Training

06/19/2025

06/18/2028

Completion Date

6 Credit Hours

Renewal Date

Julie Heckman

Julie Heckman, Executive Director

Stephen Pelkey

Stephen Pelkey, President

NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Brandon Weddle Employee #: 00978
Title: Administrative Assistant Department: County Attorney

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

Authorized by: 
Authorized by: _____

Department: DMCA Date: 6-9-25
Department: _____ Date: _____

Pay Period Ending: 06/07/2025 Payroll Date: 06/13/2025

TRANSFER

☐ Permanent ☐ Voluntary
☐ Temporary ☐ Involuntary

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

LAY OFF

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

SALARY ADJUSTMENT

☐ New Hire ☐ Demotion
☐ Anniversary ☐ Reduction
☐ Promotion ☐ Suspension
☐ Probationary ☒ Other, Explain Unpaid leave

Brandon Weddle – Administrative Assistant – Unpaid
Leave – 10.82 hrs
0001-04-1100-000-10050

June 17, 2025

The Des Moines County Board of Supervisors met in a regular session at the Court House in Burlington at 9:00 AM on Tuesday, June 17th, 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 her office is busy. IT Director Colin Gerst has an agenda item. County Sheriff Kevin Glendening reported the jail population is at 74. County Treasurer Janelle Nalley-Londquist stated the tax sale was held yesterday and a little over \$365,000 was taken in. Local Health Director Christa Poggemiller stated there are cases of pertussis and measles being reported. Conservation Director Chris Lee stated summer camps have begun at the Nature Center. Burlington River Days this past weekend was a success with a little over 3,000 people attending Saturday night. Safety Director Angela Vaughan was present at the meeting. Maintenance Director Rodney Bliesener stated his department remains busy. Assistant County Attorney Trent Henkelvig reported the courts are continuing to stay busy. County Engineer Brian Carter reported Highway 99 is in the progress of working from south to north. Tama Road is also in the works. The contractors are hoping to get their first layer of asphalt done on Highway 99, move to Tama Road, and then go back to finish Highway 99. Both Danville and Flint Bottom Bridge are still closed but moving along. Emergency Management Director Shannon Prado advised the public to be aware and alert these next couple of days as we are expected to receive possible severe weather.

No correspondence was received.

Approval of Accounts Payable Claims in the amount of \$662,673.82 were presented. McCampbell made a motion to approve and was seconded by Broeker.

Approval of MOU from Iowa Department of Management Referencing CrowdStrike Security Software was presented. Broeker made a motion to approve and was seconded by McCampbell.

Approval of a Cigarette Permit for River Mart was presented. McCampbell made a motion to approve and was seconded by Broeker.

Approval of a Class C Liquor License at Barn on the Ridge for June 27th was presented. Broeker made a motion to approve and was seconded by McCampbell.

Approval of Resolution #2025-032 a 3 Month Wind Moratorium was presented. Broeker spoke on this and made a motion to approve and was seconded by McCampbell.

INSERT RESOLUTION #2025-032

Approval of ICAP Renewal for FY26 was presented. The Board held discussion regarding rates and stated a Representative could attend next weeks meeting. Broeker made a motion to table the ICAP Renewal at this time and was seconded by McCampbell.

Approval of Personnel Actions – County Attorney – Cassandra Kilby, Assistant County Attorney, 5.60 hours of unpaid time. McCampbell made a motion to approve and was seconded by Broeker. Correctional Center – Payton Krogmeier, Correctional Officer, 77.11 unpaid hours. Broeker made a motion to approve and was seconded by McCampbell. Auditor – Layne Luttenegger, Payroll 1st Deputy, 4 hours of unpaid time. McCampbell made a motion to approve and was seconded by Broeker. Sheriff – Kolton Atkins, Investigator, Switching from 74.77 hours to 80 hour work week, effective 6/8/25. Broeker made a motion to approve and was seconded by McCampbell. Local Health – Nancy Stewart, CNA, Resignation effective 6/13/25. Broeker made a motion to approve and was seconded by McCampbell.

Reports:

1. Clerk's Report of Fees Collected, May 2025

McCampbell motioned to approve June 10th, 2025, regular meeting minutes and was seconded by Broeker.

Cary attended a Des Moines County Fair Board, RUSS, Southeast Iowa Crime Commission, and Juvenile Detention meeting.

During Public Input, Rose Fisher thanked the Board of Supervisors for recognizing the need for a moratorium and approving it today.

The meeting was adjourned at 9:34 a.m.

Following the meeting the Board of Supervisors held a Work Session regarding the Wind Ordinance. Land Use Administrator Zach James proposed to use Lee County's recently adopted ordinance as a template for changes for Des Moines County's Ordinance. Land Use will work towards gathering information and the next Wind Ordinance Work Session will follow the regular meeting on July 1st.

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

Jim Cary, Chair

Attest: Sara Doty, County Auditor