

## OFFICIAL NOTICE

The Des Moines County Board of Supervisors will hold a regular session on **Tuesday, July 1<sup>st</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. Resolution #2025-035 Authorizing and Approving a Certain Loan Agreement, Providing for the Issuance of a General Obligation County Purpose Note, Series 2025A and Providing for the Levy of Taxes to Pay the Same
  - C. Resolution #2025-036 Authorizing and Approving a Certain Loan Agreement, Providing for the Issuance of a Taxable General Obligation County Purpose Note, Series 2025B and Providing for the Levy of Taxes to Pay the Same
  - D. Recorder's Office Depository of Funds
  - E. Minutes for Regular Meeting on June 24<sup>th</sup>, 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

# Accounts Payable Claims

**07/01/2025 MEETING**

\$237,524.02

Checks

\$150,530.44

Wire Transfer Pmnt

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**\$388,054.46**

**GRAND TOTAL**

RESOLUTION NO. 2025-035

Resolution authorizing and approving a Loan Agreement, providing for the issuance of a Tax Exempt \$1,051,000 General Obligation County Purpose Note, Series 2025A

WHEREAS, the Board of Supervisors (the “Board”) of Des Moines County, Iowa (the “County”) heretofore proposed to enter into a loan agreement (the “Loan Agreement”) in a principal amount not to exceed \$3,828,000, pursuant to the provisions of Sections 331.402, 331.441 and 331.442 of the Code of Iowa, for the purpose of paying the cost, to that extent, 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) providing information technology equipment for county buildings (\$515,000); (d) acquiring elections equipment (\$61,000) (collectively hereinafter, items (a) through (d) shall be referred to as the “Projects”); and (e) acquiring insurance for County operations (\$2,777,000)(hereinafter, the “Insurance Acquisition”), and pursuant to law and duly published notice of the proposed action, has held a hearing thereon on April 9, 2025; and

WHEREAS, the County has determined to split its authority under the Loan Agreement and to enter into a Series 2025A Loan Agreement (the “2025A Loan Agreement”) and a Series 2025B Loan Agreement (the “2025B Loan Agreement”); and

WHEREAS, the County intends to issue a \$1,051,000 Tax Exempt General Obligation County Purpose Note, Series 2025A (the “2025A Note”) in evidence of its obligations under the 2025A Loan Agreement for the funding of the Projects; and

WHEREAS, the County shall issue a \$2,777,000 Taxable General Obligation County Purpose Note, Series 2025B (the “2025B Note”) in evidence of its obligations under the 2025B Loan Agreement for the funding of the Insurance Acquisition; and

WHEREAS, the County has determined to enter into the 2025A Loan Agreement with Danville State Savings Bank, Danville, Iowa (the “Lender”) and to issue the 2025A Note in evidence of its obligations thereunder; and

WHEREAS, it is now necessary to make final provision for the approval of the 2025A Loan Agreement and to authorize the issuance of the 2025A Note;

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

Section 1. It is hereby determined that the County shall enter into the 2025A Loan Agreement with the Lender in substantially the form which will be placed on file with the County, providing for a loan to the County in the amount of \$1,051,000 for the purpose or purposes set forth in the preamble hereof.

The Chairperson and County Auditor are hereby authorized and directed to sign the 2025A Loan Agreement on behalf of the County, and the 2025A Loan Agreement is hereby approved.

Section 2. The 2025A Note is hereby authorized to be issued in evidence of the obligations of the County under the 2025A Loan Agreement, in the principal amount of \$1,051,000, to be dated the date of delivery to the Lender, such date anticipated to be July 16, 2025. The 2025A Note shall be issued as a single term note with final maturity on June 30, 2026 (the “Maturity Date”), in the principal amount and bearing interest at the rate, as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>
2026	\$1,051,000	6.25%

Section 3. Advances on the 2025A Note may be requested by the County Auditor in such amounts and at such times as are needed to pay the cost of the Projects, and the date and amount of each advance shall be entered by the Lender on the Schedule of Advances on the 2025A Note, and each advance of principal shall bear interest from the date of such entry.

The County Auditor is hereby designated as the registrar and paying agent for the 2025A Note and may be hereinafter referred to as the “Registrar” or the “Paying Agent.”

Principal of the 2025A Note bears interest at the fixed rate of 6.25% per annum from the date of the 2025A Note. Accrued interest on the 2025A Note shall be payable on December 1, 2025, and on the Maturity Date. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Payment of both principal of and interest on the 2025A Note shall be made to the registered owner appearing on the registration books of the County at the close of business on the fifteenth day of the month next preceding the payment date and shall be paid to the registered owner at the address shown on such registration books; provided, however, that the final installment of principal and interest shall be payable only upon presentation and surrender of the 2025A Note to the Paying Agent.

The County reserves the right to prepay principal of the 2025A Note in whole or in part on any date prior to maturity upon terms of par and accrued interest. All principal so prepaid shall cease to bear interest on the redemption date.

The 2025A Note shall be executed on behalf of the County with the official manual or facsimile signature of the Chairperson and attested with the official manual or facsimile signature of the County Auditor and shall be a fully registered 2025A Note without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the 2025A Note shall cease to be such officer before the delivery of the 2025A Note, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The 2025A Note shall be fully registered as to principal and interest in the name of the owner on the registration books of the County kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owner or its legal representatives or assigns. The 2025A Note shall be transferable only upon the registration books of the County upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.



The record and identity of any owners of the 2025A Note shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 4. The 2025A Note shall be in substantially the following form:

**(Form of 2025A Note)**

UNITED STATES OF AMERICA  
STATE OF IOWA  
DES MOINES COUNTY

GENERAL OBLIGATION COUNTY PURPOSE NOTE, SERIES 2025A

No. 1

\$1,051,000

RATE	MATURITY DATE	NOTE DATE
6.25%	June 30, 2026	July 16, 2025

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

DANVILLE STATE SAVINGS BANK  
Danville, Iowa (the “Lender”)

or registered assigns, the maximum principal sum of ONE MILLION FIFTY-ONE THOUSAND DOLLARS, together with interest on the outstanding principal hereof from the date of this Note.

The Lender has made a commitment to make advances (the “Advances”) to the County in an aggregate principal amount not to exceed \$1,051,000 under this Project Note. Each such Advance made by the Lender shall be entered by the Lender on the Schedule of Advances hereon and shall bear interest from the date of such entry.

This Note (as herein defined) has been issued as a single term Note (the “Note”) in the principal amount of \$1,051,000, with final maturity on June 30, 2026 (the “Maturity Date”). Principal of this Note bears interest at the rate of 6.25% per annum. Accrued interest on this Note shall be payable on December 1, 2025, and on the Maturity Date. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

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

This Note is issued by the County to evidence its obligation under a certain Loan Agreement, dated the date hereof (the “Loan Agreement”), entered into by the County for the purpose of paying the costs 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) providing information technology equipment for county buildings (\$515,000); and (d) acquiring elections equipment (\$61,000).

This Note is issued pursuant to and in strict compliance with the provisions of Chapter 76 and 331 of the Code of Iowa, 2025, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the Board of Supervisors dated July 1, 2025, authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of this Note (the “Resolution”), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of this Note and the rights of the owner of this Note.

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

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

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

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

IN TESTIMONY WHEREOF, Des Moines County, Iowa, by its Board of Supervisors, has caused this Note to be executed with the duly authorized facsimile signature of its Chairperson and attested with the duly authorized facsimile signature of its County Auditor, all as of July 16, 2025.

DES MOINES COUNTY, IOWA

By (DO NOT SIGN)  
Chairperson, Board of Supervisors

Attest:

(DO NOT SIGN)  
County Auditor

#### ABBREVIATIONS

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

TEN COM	- as tenants in common	UTMA	<u>(Custodian)</u>
TEN ENT	- as tenants by the entireties	As Custodian for	<u>(Minor)</u>
JT TEN	- as joint tenants with right of survivorship and not as tenants in common	under Uniform Transfers to Minors Act	<u>(State)</u>

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

### ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Note to

\_\_\_\_\_  
(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER  
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint \_\_\_\_\_,  
Attorney, to transfer this Note on the books kept for registration thereof with full power of substitution.

Dated: \_\_\_\_\_

Signature guaranteed:

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

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Note in every particular, without alteration or enlargement or any change whatever.

### SCHEDULE OF ADVANCES

Date of Advance or Payment	Amount Advanced	Signature of Authorized Officer of Purchaser
7/16/25	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Section 5. It is anticipated that closing of the borrowing transaction contemplated herein will be on or around July 16, 2025; provided, however, that execution of the 2025A Note and the 2025A Loan Agreement shall be undertaken as soon after the adoption of this resolution as may be possible and thereupon shall be delivered to the Registrar for registration and delivery to or upon the direction of the Lender, upon receipt of the Loan Proceeds (as defined herein), and all action heretofore taken in connection with the 2025A Loan Agreement is hereby ratified and confirmed in all respects. To the extent that the date of closing needs to be adjusted, the County, with advice from the Lender and Bond Counsel to the County, is hereby authorized to make such adjustment and to modify the transaction documents accordingly.

Section 6. The proceeds (the “Loan Proceeds”) to be received under the 2025A Loan Agreement shall be used to pay the costs 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) providing information technology equipment for county buildings (\$515,000); and (d) acquiring elections equipment (\$61,000). Any Loan Proceeds remaining after the full payment of such costs shall be deposited in the Debt Service Fund and used to pay principal of and interest on the 2025A Note as the same become due.

The County shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 7. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the 2025A Note and the 2025B as the same become due, the County has previously ordered levied on all the taxable property in the County, a direct annual tax for collection in the 2025-2026 fiscal year in the aggregate amount of \$3,299,099. Copies of the resolution providing for such tax have been filed in the office of the Des Moines County Auditor.

Section 8. Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the 2025A Note remains outstanding and unpaid, any funds of the County which may lawfully be applied for such purpose may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the 2025A Note as the same become due, and if so appropriated, the taxes for any given fiscal year as described in Section 7 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for such purpose, and evidenced in the County’s budget.

Section 9. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds to the sum thus advanced.

Section 10. It is the intention of the County that interest on the 2025A Note be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the “Internal Revenue Code”). In furtherance thereof, the County covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further

covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the 2025A Note will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the County are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The County hereby designates the 2025A Note as a “Qualified Tax Exempt Obligation” as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 11. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 12. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved on July 1, 2025.

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Chairperson, Board of Supervisors

Attest:

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County Auditor



MINUTES TO PROVIDE FOR ISSUANCE  
OF TAX EXEMPT 2025A NOTE

472645-14

Burlington, Iowa

July 1, 2025

The Board of Supervisors of Des Moines County, Iowa, met on July 1, 2025, at \_\_\_\_:  
o'clock a.m., at the Boardroom, Des Moines County Courthouse, Burlington, Iowa. The  
Chairperson presided and the roll was called showing the following Supervisors present and  
absent:

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

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

After due consideration and discussion, Supervisor \_\_\_\_\_  
introduced the resolution next hereinafter set out and moved its adoption, seconded by  
Supervisor \_\_\_\_\_. The Chairperson put the question upon the  
adoption of said resolution, and the roll being called, the following named Supervisors voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Chairperson declared the resolution duly adopted, as hereinafter set out.

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At the conclusion of the meeting, and upon motion and vote, the Board of Supervisors  
adjourned.

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

Attest:

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

RESOLUTION NO. 2025-036

Resolution authorizing and approving a Loan Agreement, providing for the issuance of a \$2,777,000 Taxable General Obligation County Purpose Note, Series 2025B

WHEREAS, the Board of Supervisors (the “Board”) of Des Moines County, Iowa (the “County”) heretofore proposed to enter into a loan agreement (the “Loan Agreement”) in a principal amount not to exceed \$3,828,000, pursuant to the provisions of Sections 331.402, 331.441 and 331.442 of the Code of Iowa, for the purpose of paying the cost, to that extent, 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) providing information technology equipment for county buildings (\$515,000); (d) acquiring elections equipment (\$61,000) (collectively hereinafter, items (a) through (d) shall be referred to as the “Projects”); and (e) acquiring insurance for County operations (\$2,777,000)(hereinafter, the “Insurance Acquisition”), and pursuant to law and duly published notice of the proposed action, has held a hearing thereon on April 9, 2025; and

WHEREAS, the County has determined to split its authority under the Loan Agreement and to enter into a Series 2025A Loan Agreement (the “2025A Loan Agreement”) and a Series 2025B Loan Agreement (the “2025B Loan Agreement”); and

WHEREAS, the County intends to issue a \$1,051,000 Tax Exempt General Obligation County Purpose Note, Series 2025A (the “2025A Note”) in evidence of its obligations under the 2025A Loan Agreement for the funding of the Projects; and

WHEREAS, the County shall issue a \$2,777,000 Taxable General Obligation County Purpose Note, Series 2025B (the “2025B Note”) in evidence of its obligations under the 2025B Loan Agreement for the funding of the Insurance Acquisition; and

WHEREAS, the County has determined to enter into the 2025B Loan Agreement with Danville State Savings Bank, Danville, Iowa (the “Lender”) and to issue the 2025B Note in evidence of its obligation thereunder; and

WHEREAS, it is now necessary to make final provision for the approval of the 2025B Loan Agreement and to authorize the issuance of the 2025B Note;

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

Section 1. It is hereby determined that the County shall enter into the 2025B Loan Agreement with the Lender in substantially the form which will be placed on file with the County, providing for a loan to the County in the amount of \$2,777,000 for the purpose or purposes set forth in the preamble hereof.

The Chairperson and County Auditor are hereby authorized and directed to sign the 2025B Loan Agreement on behalf of the County, and the 2025B Loan Agreement is hereby approved.

Section 2. The 2025B Note is hereby authorized to be issued in evidence of the obligation of the County under the 2025B Loan Agreement, in the principal amount of \$2,777,000, to be dated the date of delivery to the Lender, such date anticipated to be July 16, 2025. The 2025B Note shall be issued as a single term note with final maturity on June 30, 2026 (the “Maturity Date”), in the principal amount and bearing interest at the rate, as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>
2026	\$2,777,000	6.50%

Section 3. Advances on the 2025B Note may be requested by the County Auditor in such amounts and at such times as are needed to pay the cost of the 2025B Project, and the date and amount of each advance shall be entered by the Lender on the Schedule of Advances on the 2025B Note, and each advance shall bear interest from the date of such entry.

The County Auditor is hereby designated as the registrar and paying agent for the 2025B Note and may be hereinafter referred to as the “Registrar” or the “Paying Agent.”

Principal of the 2025B Note bears interest at the fixed rate of 6.50% per annum from the date of the 2025B Note. Accrued interest on the 2025B Note shall be payable on December 1, 2025 and on the Maturity Date. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Payment of both principal of and interest on the 2025B Note shall be made to the registered owner appearing on the registration books of the County at the close of business on the fifteenth day of the month next preceding the payment date and shall be paid to the registered owner at the address shown on such registration books; provided, however, that the final installment of principal and interest shall be payable only upon presentation and surrender of the 2025B Note to the Paying Agent.

The County reserves the right to prepay principal of the 2025B Note in whole or in part on any date prior to maturity upon terms of par and accrued interest. All principal so prepaid shall cease to bear interest on the redemption date.

The 2025B Note shall be executed on behalf of the County with the official manual or facsimile signature of the Chairperson and attested with the official manual or facsimile signature of the County Auditor and shall be a fully registered 2025B Note without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the 2025B Note shall cease to be such officer before the delivery of the 2025B Note, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The 2025B Note shall be fully registered as to principal and interest in the name of the owner on the registration books of the County kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owner or its legal representatives or assigns. The 2025B Note shall be transferable only upon the registration books of the County upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of any owners of the 2025B Note shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 4. The 2025B Note shall be in substantially the following form:

**(Form of 2025B Note)**

UNITED STATES OF AMERICA  
STATE OF IOWA  
DES MOINES COUNTY

**TAXABLE GENERAL OBLIGATION COUNTY PURPOSE NOTE, SERIES 2025B**

No. 1

\$2,777,000

RATE	MATURITY DATE	NOTE DATE
6.50%	June 30, 2026	July 16, 2025

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

DANVILLE STATE SAVINGS BANK  
Danville, Iowa (the “Lender”)

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

The Lender has made a commitment to make advances (the “Advances”) to the County in an aggregate principal amount not to exceed \$2,777,000 under this Project Note. Each such Advance made by the Lender shall be entered by the Lender on the Schedule of Advances hereon and shall bear interest from the date of such entry.

This Note (as herein defined) has been issued as a single term Note (the “Note”) in the principal amount of \$2,777,000, with final maturity on June 30, 2026 (the “Maturity Date”). Principal of this Note bears interest at the rate of 6.50% per annum. Accrued interest on this Note shall be payable on December 1, 2025, and on the Maturity Date. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

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

This Note is issued by the County to evidence its obligation under a certain Loan Agreement, dated the date hereof (the “Loan Agreement”), entered into by the County for the purpose of funding the acquisition of insurance for County operations in the County’s fiscal year 2025-2026.

This Note is issued pursuant to and in strict compliance with the provisions of Chapter 76 and 331 of the Code of Iowa, 2025, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the Board of Supervisors dated July 1, 2025, authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of this Note (the “Resolution”), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of this Note and the rights of the owner of this Note.

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

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

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

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

IN TESTIMONY WHEREOF, Des Moines County, Iowa, by its Board of Supervisors, has caused this Note to be executed with the duly authorized facsimile signature of its Chairperson and attested with the duly authorized facsimile signature of its County Auditor, all as of July 16, 2025.

DES MOINES COUNTY, IOWA

By (DO NOT SIGN)  
Chairperson, Board of Supervisors

Attest:

(DO NOT SIGN)  
County Auditor

#### ABBREVIATIONS

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

TEN COM	- as tenants in common	UTMA	<u>(Custodian)</u>
TEN ENT	- as tenants by the entireties	As Custodian for	<u>(Minor)</u>
JT TEN	- as joint tenants with right of survivorship and not as tenants in common	under Uniform Transfers to Minors Act	<u>(State)</u>

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



### ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Note to

\_\_\_\_\_  
(Please print or type name and address of Assignee)

\_\_\_\_\_  
PLEASE INSERT SOCIAL SECURITY OR OTHER  
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint \_\_\_\_\_,  
Attorney, to transfer this Note on the books kept for registration thereof with full power of substitution.

Dated: \_\_\_\_\_

Signature guaranteed:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
NOTICE: The signature to this Assignment  
must correspond with the name of the registered  
owner as it appears on this Note in every  
particular, without alteration or enlargement or  
any change whatever.

### SCHEDULE OF ADVANCES AND PAYMENTS

Date of Advance or Payment	Amount Advanced	Amount Repaid	Signature of Authorized Officer of Purchaser
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
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Section 5. It is anticipated that closing of the borrowing transaction contemplated herein will be on or around July 16, 2025; provided, however, that execution of the 2025B Note and the 2025B Loan Agreement shall be undertaken as soon after the adoption of this resolution as may be possible and thereupon shall be delivered to the Registrar for registration and delivery to or upon the direction of the Lender, upon receipt of the Loan Proceeds (as defined herein), and all action heretofore taken in connection with the 2025B Loan Agreement is hereby ratified and confirmed in all respects. To the extent that the date of closing needs to be adjusted, the County, with advice from the Lender and Bond Counsel to the County, is hereby authorized to make such adjustment and to modify the transaction documents accordingly.

Section 6. The proceeds (the “Loan Proceeds”) to be received under the 2025B Loan Agreement shall be used to pay the costs of acquiring insurance for County operations in the County’s fiscal year 2025-2026 and costs of issuance of the 2025B Note. Any Loan Proceeds remaining after the full payment of such costs shall be deposited in the Debt Service Fund and used to pay principal of and interest on the 2025B Note as the same become due.

Section 7. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the 2025B Note as the same become due, the County has previously ordered levied on all the taxable property in the County, a direct annual tax for collection in the 2025-2026 fiscal year in the amount of \$3,299,099. Copies of the resolution providing for such tax have been filed in the office of the Des Moines County Auditor.

Section 8. Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the 2025B Note remains outstanding and unpaid, any funds of the County which may lawfully be applied for such purpose may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the 2025B Note as the same become due, and if so appropriated, the taxes for any given fiscal year as described in Section 7 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for such purpose, and evidenced in the County’s budget.

Section 9. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds to the sum thus advanced.

Section 10. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 11. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved on July 1, 2025.

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Chairperson, Board of Supervisors

Attest:

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County Auditor

MINUTES TO PROVIDE FOR ISSUANCE  
OF TAXABLE 2025B NOTE

472645-14

Burlington, Iowa

July 1, 2025

The Board of Supervisors of Des Moines County, Iowa, met on July 1, 2025, at \_\_\_\_:  
o'clock a.m., at the Boardroom, Des Moines County Courthouse, Burlington, Iowa. The  
Chairperson presided and the roll was called showing the following Supervisors present and  
absent:

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

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

After due consideration and discussion, Supervisor \_\_\_\_\_  
introduced the resolution next hereinafter set out and moved its adoption, seconded by  
Supervisor \_\_\_\_\_. The Chairperson put the question upon the  
adoption of said resolution, and the roll being called, the following named Supervisors voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Chairperson declared the resolution duly adopted, as hereinafter set out.

• • • •

At the conclusion of the meeting, and upon motion and vote, the Board of Supervisors  
adjourned.

Attest:

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

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

**Natalie Steffener**  
**Des Moines County**  
**Recorder/Registrar**  
513 N. Main Street  
Burlington, IA 52601  
Phone: (319)753-8221  
Fax: (319)753-8721  
steffenern@dmcounty.com



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

June 26th, 2025

Gentlemen,

I hereby designate Two Rivers Bank & Trust as the official depository for the funds of the office of the Des Moines County Recorder of Deeds/Registrar of Vital Statistics.

This designation is for the fiscal year July 1, 2025, through June 30, 2026. The dollar amount for the maximum amount that may be kept on deposit is \$200,000. This is being submitted for your approval in accordance with Chapter 12C.2 of the Iowa Code.

Respectfully yours,

A handwritten signature in black ink that reads "Natalie Steffener". The signature is written in a cursive, flowing style.

Natalie Steffener  
Des Moines County Recorder/Registrar

June 24, 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 24<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 asked Department Heads to get agenda items for next week's meeting to her by Thursday at noon. IT Director Colin Gerst reported his office is busy. Sheriff Kevin Glendening reported his deputies are keeping busy. Budget Director Cheryl McVey was present for an agenda item. County Treasurer Janelle Nalley-Londquist stated her office mailed out tax sale notification letters and tax sale certificates this week. Assistant Land Use Administrator Jarred Lassiter reported his office is busy. Conservation Director Chris Lee stated the summer camps have started. Emergency Management Director Shannon Prado attended a Disaster Recovery Organization meeting yesterday to prepare for the upcoming storm season. County Recorder Natalie Steffener stated her office remains busy. Maintenance Director Rodney Bliesener reported he has a couple items on the agenda. He stated the move of the Veterans Affairs office is coming along. Assistant County Attorney Trent Henkelvig reported the courts are busy. County Engineer Brian Carter reported Highway 99 is moving along. The contractors will pause on Highway 99 today and move to Tama Rd.

No correspondence was received.

A Public Hearing for FY25 Budget Amendment was held. Broeker made a motion to open the public hearing and was seconded by McCampbell. Budget Director Cheryl McVey spoke on the Budget Amendment. Cary asked for public comments. None received. Broeker made a motion to close the public hearing and was seconded by McCampbell.

Approval of Resolution #2025-033 Amending FY25 Appropriations was presented. McCampbell made a motion to approve and was seconded by Broeker.

#### **INSERT RESOLUTION #2025-033**

Approval of Resolution #2025-034 to Appropriate Funds to Operate County Offices & Departments for FY2026. Broeker made a motion to approve and was seconded by McCampbell.

#### **INSERT RESOLUTION #2025-034**

Approval of Payroll Reimbursement Claims in the amount of \$4,029.49 and Non-Cash Taxable in the amount of \$15.89 were presented. McCampbell made the motion to approve and was seconded by Broeker.

Approval of Accounts Payable Claims in the amount of \$568,824.54 were presented. Broeker made a motion to approve and was seconded by McCampbell.

Approval of an Employment Contract for the Maintenance Director was presented. Broeker made a motion to approve and was seconded by McCampbell.

Approval of an Employment Contract for the IT Director was presented. McCampbell made a motion to approve and was seconded by Broeker.

Approval of a Lease Agreement with River Cross Care Facility was presented. McCampbell made a motion to approve and was seconded by Broeker.

Approval of a Lease Agreement with the Crisis Stabilization Services was presented. Broeker made a motion to approve and was seconded by McCampbell.

Approval of a Lease Agreement with Optimae Life Services was presented. McCampbell made a motion to approve and was seconded by Broeker.

Approval of FY26 ICAP Insurance Renewal was presented. Joe Vens, First Main Street Insurance, presented the quotes. Broeker made a motion for approval and was seconded by McCampbell.



Approval of the Amended Board of Supervisors Appointment Letter for FY26 was presented. Broeker made a motion to approve and was seconded by McCampbell.

Approval of a Fireworks Permit for Spirit Hollow on July 5<sup>th</sup> was presented. McCampbell made a motion to approve and was seconded by Broeker.

Approval of Personnel Actions – County Auditor – Layne Luttenegger, Payroll 1<sup>st</sup> Deputy, 10 hours unpaid time for 6/16 – 6/20. Broeker made a motion to approve and was seconded by McCampbell. County Attorney – Brandon Weddle, Administrative Assistant, 10.82 hours unpaid for pay period ending 6/22. McCampbell made a motion to approve and was seconded by Broeker.

McCampbell motioned to approve June 17<sup>th</sup>, 2025, regular meeting minutes and was seconded by Broeker.

Cary attended a Public Health Meeting.

Future Agenda Items – Work Session to discuss the building use at Cottonwood. Wind work session will be July 8<sup>th</sup>.

The meeting was adjourned at 9:59 a.m.

Following the meeting the Board of Supervisors held a work session with County Engineer, Brian Carter, for a project tour.

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

Jim Cary, Chair

Attest: Sara Doty, County Auditor