

OFFICIAL NOTICE

The Des Moines County Board of Supervisors will hold a regular session on **Tuesday, July 29th, 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. Approval of Lease Agreement with Imagine the Possibilities
 - B. Personnel Action:
 1. Attorney
 - C. Minutes for Regular Meeting on July 22nd, 2025
6. Other Business
7. Future Agenda Items
8. Committee Reports
9. Public Input
10. Adjournment

Work Session Following the Meeting:

BOS / Land Use / Conservation

RE: Wind Ordinance, Wildlife Monitoring and Mitigation

LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and effective August 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:

Parcel 10-25-405-051	2001 Douglas Ave	Burlington	Iowa	52601
Parcel 10-25-405-052	1905 Douglas Ave	Burlington	Iowa	52601
Parcel 10-25-405-038				
Parcel 10-25-405-039				
Parcel 10-25-405-050	1819 Douglas Ave	Burlington	Iowa	52601
Parcel 10-25-431-012				
Parcel 10-25-431-013				
Parcel 10-25-431-014				
Parcel 10-25-431-043	1804 Douglas Ave	Burlington	Iowa	52601
Parcel 10-25-401-001	2117 Northern Dr	Burlington	Iowa	52601
Parcel 10-25-401-001	2101 Northern Dr	Burlington	Iowa	52601
Parcel 10-25-401-001	2205 Northern Dr	Burlington	Iowa	52601
Parcel 10-25-401-001	2209 Northern Dr	Burlington	Iowa	52601
Parcel 10-25-451-003	1901 Racine Ave	Burlington	Iowa	52601
Parcel 10-25-451-003	1903 Racine Ave	Burlington	Iowa	52601

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, on a month-to-month basis Starting August 1, 2025, and will continue as a month-to-month tenancy. To terminate the tenancy the Landlord or Tenant must give the other party a written 30-day notice of Lease non-renewal at least 30-days prior to the last day of that month. If Tenant plans to leave on or after the first of any month, the rent may be prorated. 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 Monthly installments of \$1 per month which shall include all general maintenance costs. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at DES MOINES COUNTY, 513 N. MAIN ST, BURLINGTON, IOWA or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

3. Use.

Tenant covenants and agrees that during the term of this Agreement, it will use and occupy the premises exclusively for the provision of Imagine the Possibilities. 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 Health and 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. Landlord consents to a sublease with Balance Autism.

5. Repairs.

The tenant takes the premises in their present condition. All repairs shall be performed by the tenant.

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.

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. Tenant shall insure the building and personal property against hazards and casualties, including fire and extended coverage; Tenant 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.

8. Utilities.

Tenant shall pay Utilities Electric, gas, water, sewer, and garbage.

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 within 7 days of request to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises. Des Moines County shall have the right to enter upon the Leased Premises at any time for emergency purposes.

11. Parking.

During the term of this Lease, Tenant shall have the exclusive use of all parking areas on the premises.

12. Building Rules.

Tenant will establish its own building rules.

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 thirty (30) 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:

Imagine The Possibilities
828 North 7th St.
Burlington, Iowa 52601

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 thirty (30) 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	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	

Imagine The Possibilities:

_____	_____
Megan Simmons, Chief Financial Officer	Date

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

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 – 23.31 hrs

0001-04-1100-000-10050

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

Authorized by: *W.A. [Signature]* Department: County Attorney Date: 7/19/25
Authorized by: _____ Department: _____ Date: _____

Pay Period Ending: 7/19/2025 Payroll Date: 07/25/2025

July 22, 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, July 22nd, 2025, with Chair Jim Cary and Member Tom Broeker present. Vice Chair Shane McCampbell attended via Webex. This meeting was also held electronically via Webex and YouTube live streaming. Public input was available through board email or call in.

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

Meeting with Department Heads: Budget Director Cheryl McVey reported that they are working with the Treasurer's office on tax billing and wrapping up fiscal year end reports. IT Director Colin Gerst reported his office is busy. Chief Deputy Brad Siegfried stated the jail population is at 80 with 12 of those out-of-county. Treasurer Janelle Nalley-Londquist stated that they are working on tax billing and mobile home statements should be printed shortly. Local Health Administrator Christa Poggemiller reported that they are still seeing pertussis (whooping cough) in the community. If you have a cough that lasts more than a couple weeks, you might want to see your health care provider. They have a first aid table set up at the fair. Assistant County Attorney Trent Henkelvig reported that August 6th is National Night Out. There's a trial upstairs. Assistant Land Use Administrator Jarred Lassiter reported that there's a subdivision up for review and a request for rezoning. He is here for the work session today too. Conservation Director Chris Lee stated that they have functioning water at the Nature Center. Camps started back up this week. The big storm last week caused them to pull docks. There are two that are still out. Camping is down a bit due to the fair. Maintenance Director Rodney Bliesener stated that there's a lot of things going on. Safety Director Angie Vaughan is keeping busy. Emergency Management Director Shannon Prado reported that the Burlington Public Library, Mediapolis City Hall (during business hours) and Transitions DMC are designated places to cool off. Temperatures could reach 105-110 degrees this week. She suggests that you stay inside and drink lots of water. Recorder Natalie Steffener reported that things are going well. Engineer Brian Carter stated that North Gear opened yesterday. They will be out picking up the rest of the signs today. Highway 99 is a work in progress. They started shouldering yesterday. They are hoping to have it wrapped up this week.

Chair Jim Cary received a letter from Assessor Matthew Warner with a list of properties that have appealed their value to the Iowa Property Assessment Appeal Board (PAAB).

Approval of Payroll Reimbursement Claims in the amount of \$1,041.56 was presented. McCampbell made a motion to approve and was seconded by Broeker.

Approval of termination of lease agreement with Crisis Stabilization Center. They are terminating the lease agreement effective October 31st. The center will close on September 30th. Broeker made a motion to terminate lease agreement and was seconded by McCampbell.

Approval of Personnel Action – Correctional Center – Patrick Ogorzalek, resignation effective July 11th. Broeker made a motion to approve and was seconded by McCampbell.

Reports:

Sheriff's Report of Fees Collected, June 2025

Clerk's Report of Fees Collected, June 2025

McCampbell motioned to approve July 15th, 2025, regular meeting minutes and was seconded by Broeker.

Future Agenda Items – Health Department when we get the paperwork. Work session on Wind Ordinance regarding Wildlife Monitoring and Mitigation.

Cary attended a Public Health meeting. He told everyone to be on the lookout for whooping cough and the measles.

Public Input – Reporter Laurie Cochran requested clarification on the Crisis Stabilization Center lease. Maintenance Director Rodney Bliesener explained that the center decided not to provide the service due to possible lack of funding.

The meeting was adjourned at 9:19 a.m.

Following the meeting the Board of Supervisors held a Work Session regarding fire safety and EMS in Wind Ordinance.

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

Jim Cary, Chair

Attest: Cheryl McVey, Budget Director

AGENDA ITEM

FOR BOARD MEETING ON 7-29-25

Title of Document: Work Session: Wind Ordinance,
Wildlife Monitoring and Mitigation

After approval by the Supervisors, this document should be:

☐ Record in Recorder's Office

☐ Send copy to:

☐ Send original to:



call to pick-up



mail to:



other:

Department and name of person submitting
item: _____

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

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