

OFFICIAL NOTICE

The Des Moines County Board of Supervisors will hold a regular session on **Tuesday, June 21st, 2022** 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 www.dmcounty.com/youtube. 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 FY22 Budget Amendment
 - B. Resolution #2022-043 Approval of Budget Amendment for FY22
 - C. Resolution #2022-044 to Approve FY23 Appropriations
 - D. Resolution #2022-045 Establishing County Medical Examiner Investigator Jurisdiction Declined Compensation
 - E. Resolution #2022-046 Approval of Fosdick Addition
 - F. Approval of Contracts – DMC Highway 99 Bridge T-17-BRS-SWAP-CO29(86)—FF-29
 - G. Cottonwood Care Facility Lease Agreement with Hope Haven Area Development
 - H. Appointment to Des Moines County Compensation Board
 - I. Accounts Payable Claims
 - J. Cigarette Permit – River Mart
 - K. Personnel Actions:
 1. Conservation (1)
 2. Correctional Center (1)
 - L. Reports:
 1. Clerk's Report of Fees Collected, May 2022
 2. Sheriff's Monthly Report, May 2022
 - M. Minutes for Regular Meeting on June 14th, 2022
6. Other Business
7. Future Agenda Items
8. Committee Reports
9. Public Input
10. Adjournment

RESOLUTION AMENDING FY22 APPROPRIATIONS

2022- *043*

A Resolution authorizing the appropriations for expenditure for the various County Offices and Departments for the fiscal year beginning July 1, 2021.

BE IT RESOLVED: by the Des Moines County Board of Supervisors, that, the appropriations for expenditures during the fiscal year 2021-2022, (Section 331.434(6), Code of Iowa), appropriating such amounts as are deemed necessary for each County Office and Department, are amended on June 21st, 2022, as follows:

#	DEPARTMENT	APPROPRIATION	INCREASE
01	Board of Supervisors	144,395	0
02	Auditor & Elections	639,095	0
03	Treasurer	836,167	0
04	Attorney	1,339,626	0
05	Sheriff	3,199,673	0
06	Clerk of Court	365,760	0
07	Recorder	360,264	0
08	Pioneer Cemetery	29,500	0
11	Solid Waste	145,379	0
12	Road Clearing	32,000	0
13	Drug Seizure	1,500	0
14	Land Use Development	60,334	0
20	Secondary Roads	9,552,715	0
21	Veterans Affairs	101,934	0
22	Conservation Board	1,079,351	0
23	Local Health	1,151,617	0
25	Human Services/Social Services	258,745	0
28	Medical Examiner	213,450	45,900
29	Jail	3,063,008	0
33	G.I.S.	233,652	0
50	E911	226,060	0
51	Maintenance	1,050,991	0
52	Information Technology	808,848	0
60	MH/DS	1,826,796	0
63	Fairgrounds	65,000	0
69	County Assessor	517,118	0
70	Emergency Management	2,642,572	0
71	DesCom	1,116,478	0
90	SEIL	6,810,204	0
99	Non-Departmental	9,963,780	0
TOTALS		47,836,012	45,900

Dated and approved this 21st day of June, 2022, at Burlington, Des Moines County, Iowa.

BOARD OF SUPERVISORS

Jim Cary, Chairman

Shane McCampbell, Vice-Chairman

Tom Broeker, Member

ATTEST: _____
Terri Johnson, Auditor

RESOLUTION # 2022-044
**APPROPRIATE FUNDS TO OPERATE COUNTY OFFICES AND DEPARTMENTS FOR
 FISCAL YEAR 2023**

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 2023.

THEREFORE BE IT RESOLVED, that the Board of Supervisors do hereby authorize the appropriations for Fiscal year 2023 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, 2022.

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, 2023.

SCHEDULE A

<u>DEPT #</u>	<u>DEPARTMENT</u>	<u>BUDGET 2022-2023</u>
01	Board of Supervisors	155,015
02	Auditor & Elections	684,891
03	Treasurer	891,569
04	Attorney	1,408,417
05	Sheriff	3,265,796
06	Clerk of Court	348,575
07	Recorder	333,752
08	Pioneer Cemetery Commission	30,000
11	Solid Waste	150,000
12	Road Clearing	32,000
14	Land Use Development	57,000
20	Secondary Roads	6,567,089
21	Veterans Affairs	107,273
22	Conservation	1,261,278
23	Local Health	1,167,100
25	Human Services/Social Services	356,619
28	Medical Examiner	150,600
29	Jail	3,034,519
33	G.I.S.	241,424
50	E911	271,060
51	Courthouse Maintenance	1,719,222
52	Information Technology	939,774
60	MH/DS & Case Management	374,895
63	Fairgrounds	75,000
69	County Assessor	517,118
70	Emergency Management	\$2,627,467
71	DesCom	\$1,116,478
90	SEIL	\$8,722,117
99	Non-Departmental	\$12,059,979
	TOTAL	\$48,666,027

The above and foregoing resolution was adopted by the Board of Supervisors of Des Moines County, Iowa, on June 21, 2022, the vote thereon being as follows:

AYES:

NAYS:

RESOLUTION # 2022-_____
APPROPRIATE FUNDS TO OPERATE COUNTY OFFICES AND DEPARTMENTS FOR
FISCAL YEAR 2023

Balancing Appropriations to Budget

Appropriations	48,666,027
Less: Assessor	517,118
Less: E-911	271,060
Less: Em. Mgmt.	2,627,467
Plus: County Em. Mgmt.	1,290,859
Less: DesCom	1,116,478
Less: SEIL	8,722,117
 Total County Appropriations	 <u><u>36,702,646</u></u>

RESOLUTION #2022-045
ESTABLISHING COUNTY MEDICAL EXAMINER INVESTIGATOR
JURISDICTION DECLINED COMPENSATION

WHEREAS, according to Iowa Administrative Code section 641-127.7(5), County Medical Examiner Investigator (CME-I) fees are paid by the county of appointment or by the county of the decedent's residence. The Des Moines County Board of Supervisors establishes the compensation fees for the Des Moines County Medical Examiner Investigator cases within Des Moines County.

WHEREAS, the Board of Supervisors wish to increase the per decedent rate in jurisdictional decline (J.D.) cases in which a CME-I is contacted and required to fill out J.D. documentation for the State Medical Examiner.

NOW, THEREFORE, BE IT RESOLVED, by the Des Moines County Board of Supervisors, that effective July 1, 2022, The CME-I compensation fee for J.D. cases will be increased to seventy-five dollars (\$75.00) per case.

APPROVED this 21st day of June, 2022.

DES MOINES COUNTY BOARD OF SUPERVISORS

Jim Cary, Chair

Shane McCampbell, Vice-Chair

Thomas L. Broeker, Member

Attested by:

Terri Johnson, County Auditor

**DES MOINES COUNTY
BOARD OF SUPERVISORS
RESOLUTION #2022-046**

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

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

NOW THEREFORE, BE IT RESOLVED: That the Board of Supervisors hereby approves the Final Plat of **Fosdick Addition**.

Approved and adopted this 21st day of June, 2022.

DES MOINES COUNTY BOARD OF SUPERVISORS

Jim Cary, Chair

Shane McCampbell, Vice Chair

Tom Broeker, Member

ATTEST:

Terri Johnson, County Auditor

FINAL PLAT

INDEX LEGEND

Property Location: Fosdick Addition, in part SE1/4 NE1/4 Section 15
 Township 71 North, Range 3 West, Des Moines County, Iowa
 Surveyor: Robert H. Lance, Iowa P.L.S. #21980, rob@lancesurveying.com
 Return Document to: Lance Surveying Services (319) 986-6779
 1505 North Broadway Street, Mt. Pleasant, IA 52641
 Survey Requested by: Michael Fosdick
 Proprietor: FHMC Inc.
 Survey Completed: 2 June 2022

Sheet 1/1 | Basis of Bearing: IA RTK, ISPS Zone | Fosdick, Michael.dwg

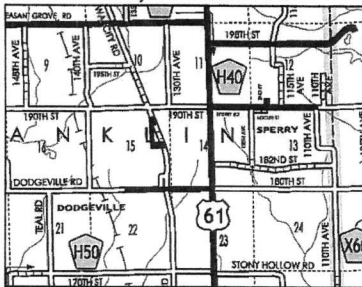
Fosdick Addition

In part of the SE1/4 of the NE1/4 of Section 15, Township 71 North, Range 3 West of the 5th P.M., Des Moines County, Iowa, described as follows:

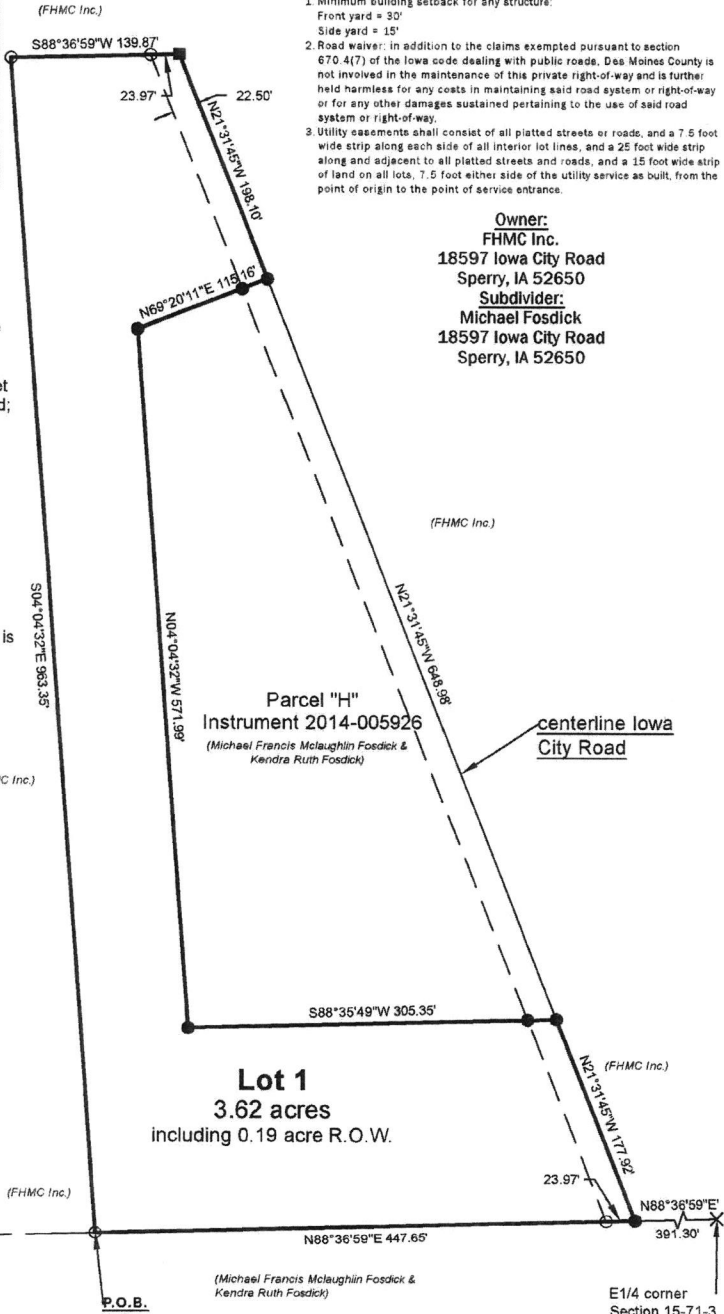
Commencing at the SW corner of the SE1/4 of the NE1/4 of Section 15, thence North 88°36'59" East, along the south line of the NE1/4 of Section 15, a distance of 492.85 feet to the POINT OF BEGINNING;
 thence, continuing along said line, North 88°36'59" East, 447.65 feet to a point where said line intersects the centerline of Iowa City Road;
 thence, along said centerline, North 21°31'45" West, 177.92 feet to the SE corner of Parcel "H";
 thence South 88°35'49" West, along the south line of Parcel "H", 305.35 feet;
 thence North 04°04'32" West, along the west line of Parcel "H", 571.99 feet;
 thence North 69°20'11" East, along the north line of Parcel "H", 115.16 feet to the aforementioned centerline of Iowa City Road;
 thence, along said centerline, North 21°31'45" West, 198.10 feet;
 thence South 88°36'59" West, 139.87 feet;
 thence South 04°04'32" East, 963.35 feet to the POINT OF BEGINNING, containing 3.62 acres, of which, 0.19 acre is public road right-of-way.

The above bearings are based on Iowa State Plane South Coordinates and all distances are horizontal ground distances.
 End of Description

Fosdick Addition vicinity sketch not to scale



N88°36'59"E 492.85'
 SW corner SE1/4 NE1/4 Section 15-71-3

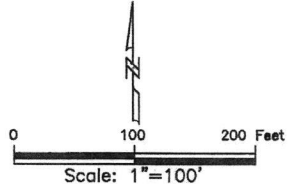


Owner:
 FHMC Inc.
 18597 Iowa City Road
 Sperry, IA 52650
 Subdivider:
 Michael Fosdick
 18597 Iowa City Road
 Sperry, IA 52650

Certification:
 I hereby certify that this land surveying document was prepared, and the related survey work was performed by me or under my direct personal supervision, and that I am a duly licensed Professional Land Surveyor, under the laws of the State of Iowa.

Robert H. Lance
 Iowa Professional Land Surveyor #21980
 License renewal date: December 31, 2023
 Pages covered by this seal: 1

6/6/2022 Date



- Legend:
- set 1/2"x30" rebar/orange cap #21880
 - found 1/2" rebar
 - ⊗ found 5/8" rebar
 - ⊠ found stone
 - ⊞ set RR spike
 - county road R.O.W. line
 - property line
 - road centerline
 - fence line
 - (#) dimension from previous record

AGENDA ITEMS - COUNTY ENGINEER

Tuesday, June 21

- ❖ Approval of Contracts - DMC Highway 99 Bridge T-17 - BRS-SWAP-CO29(86)--FF-29

**LEASE AGREEMENT BETWEEN DES MOINES COUNTY AND HOPE HAVEN AREA DEVELOPMENT
FOR COTTONWOOD PROPERTY**

This Commercial Lease Agreement ("Lease") is made and effective July 1, 2022, by and between DES MOINES COUNTY ("Landlord") and HOPE HAVEN AREA DEVELOPMENT ("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 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 an "Initial Term" beginning JULY 1, 2022 and ending JUNE 30, 2023. 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.

B. Tenant may renew the Lease for one extended term of 12 MONTHS. Tenant shall exercise such renewal option, if at all; by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. Rental.

A. Tenant shall pay to Landlord during the Initial 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.

B. The rental for the first renewal lease term, if created as permitted under this Lease, shall be \$20,000.00 per year payable in installments of \$1,666.67 per month.

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:

Ms. Cheryl Plank , Executive Director

Hope Haven Area Development

828 N. 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 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

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

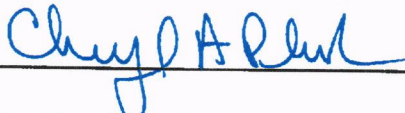
Date

ATTEST:


Des Moines County Auditor

Date

FOR HOPE HAVEN AREA DEVELOPMENT:



Ms. Cheryl Plank, Executive Director



Date

FILED

JUN 13 2022

DES MOINES CO AUDITOR
BURLINGTON, IOWA

Compensation Board Member Request for Appointment

Date: 6/10/22

To: Des Moines County Board of Supervisors

I am interested in serving a four-year term on the Des Moines County Compensation Board as representative for the Sheriff. If approved the term will expire July 1, 2026.

Thank you.

Charles L Lusk

(Name)

507 Ferris Ln

(Address)

Burlington, IA 52601

(City & Zipcode)

319-759-0403

Phone Number

clw@bmcbanktrust.com

Email Address

Accounts Payable Claims

06/21/2022 MEETING

\$714,996.78

Checks

\$.00

Wire Transfer Pmnt

\$714,996.78

GRAND TOTAL

Instructions on the reverse side

For period (MM/DD/YYYY) 07/01/2022 through June 30, 2023

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade name/Doing business as: RIVER MART
Physical location address: 14562 WASHINGTON Rd. City: W. BURLINGTON ZIP: 52655
Mailing address: AS ABOVE City: State: ZIP:
Business phone number: 319-208-1849

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC [X] LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP HARVINDER DHANNU
Mailing address: 14562 WASHINGTON Rd. City: W. BURLINGTON State: IA ZIP: 52655
Phone number: 319-208-1849 Fax number: SAME Email:

Retail Information:

Types of Sales: Over-the-counter [X] Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No [X]
Types of Products Sold: (Check all that apply)
Cigarettes [X] Tobacco [X] Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station [X] Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other N/A

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print): HARVINDER DHANNU Name (please print):
Signature: [Handwritten Signature] Signature:
Date: 6/8/2022 Date:

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$50.00
Fill in the date the permit was approved by the council or board:
Fill in the permit number issued by the city/county:
Fill in the name of the city or county issuing the permit: Des Moines
New Renewal [X]

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
Fax: 515-281-7375

NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Harrison Beeding Employee # : _____
Title: PT Technician Department: Conservation

STATUS CHANGES

TERMINATION

Resignation
 Discharge
 Retirement
 Unsatisfactory Probation
 Death
 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
 Medical
 Other, Explain
 Educational
 Military

Dates of Absence _____ to _____

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

Authorized by: Chris Lee
Authorized by: _____

Department: Conservation Date: 6/17/22
Department: _____ Date: _____

Pay Period Ending: _____ Payroll Date: _____

TRANSFER

Permanent
 Temporary
 Voluntary
 Involuntary

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

LAY OFF

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

SALARY ADJUSTMENT

New Hire
 Anniversary
 Promotion
 Probationary
 Demotion
 Reduction
 Suspension
 Other, Explain

Previous Rate _____ New Rate _____
Previous Job Title: (if changed) _____
Effective Date: June 17, 2022

NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: SCHERTZ, Angela Employee #: J130
Title: Correctional Officer – Full Time Department: Correctional Center

STATUS CHANGES

TERMINATION

Resignation Unsatisfactory Probation
 Discharge Death
 Retirement Other, Explain

Last Day Worked _____
Add Vacation Days _____ to _____
Add Sick Days _____ to _____
Add Other Days _____ to _____
Last Day Paid _____
Unpaid Days _____ to _____

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

LEAVE OF ABSENCE

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: Douglas Ervine
Authorized by: _____

Permanent Voluntary
 Temporary Involuntary

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

TRANSFER

LAY OFF

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

SALARY ADJUSTMENT

Reclassification Demotion
 Anniversary Reduction
 Promotion Suspension
 Probationary Other, Explain
(3) Unpaid Days – June 26th, 28th and 29th

Previous Rate _____ New Rate _____
Previous Job Title: (if changed) _____
Effective Date: June 26, 2022

Department: Correction. Center Date: June 17, 2022
Department: _____ Date: _____

Pay Period Ending: _____ Payroll Date: _____

CLERK'S REPORT OF FEES COLLECTED

STATE OF IOWA)
DES MOINES COUNTY)

TO THE DES MOINES COUNTY BOARD OF SUPERVISORS:

I, JACKIE A MYERS, CLERK OF DISTRICT COURT OF THE ABOVE NAMED COUNTY AND STATE, DO HEREBY CERTIFY THAT THE FOLLOWING IS A TRUE AND CORRECT STATEMENT OF THE FEES COLLECTED BY ME IN MY OFFICE FOR THE MONTH OF MAY, 2022 AND THE SAME HAS BEEN PAID TO THE COUNTY TREASURER, AS PER DUPLICATE VOUCHER HERETO ATTACHED.

DES MOINES COUNTY TREASURER:

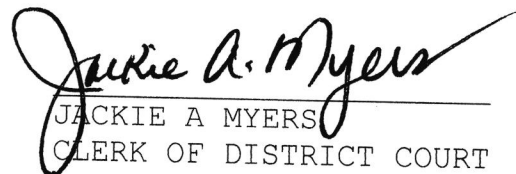
5% OF STATE FINE SURCHARGE	\$ 570.87
SHERIFF FEES	1402.00
INFRACTIONS	3921.84
TOBACCO	
COUNTY ENFORCEMENT SURCHARGE	30.00
LAW LIBRARY	10.00
RECORD SECURITIES FEES	24.50
PRE-PD FEES TO SHERIFF	115.80

TOTAL FEES \$6075.01

TOTAL PAID \$6075.01

CHECK No 184416

RESPECTFULLY SUBMITTED THIS 10th DAY OF JUNE, 2022.


JACKIE A MYERS
CLERK OF DISTRICT COURT

MISCELLANEOUS RECEIPT REPORT

Date of Deposit

June 6, 2022

Please attach a tape and enter here:

\$6,075.01

Doc #	Paid By / Description	Account #	Amount	Accrued
	Fiscal year 2022-Started 7/2021			
184416	SURCHARGE	DSC/0001-1-06-1500-251700	\$570.87	May-22
184416	SHERIFF FEES	CSF/0001-1-06-1410-440000	\$1,402.00	May-22
184416	INFRACTIONS	DCI/0001-1-06-1000-850000	\$3,921.84	May-22
184416	CTY ENFORCE SURCHARGE & FINE	CES/0014-1-01-1000-850100	\$30.00	May-22
184416	PRE PAID SVC FEES TO SHERIFF	PSF/0001-1-04-1100-847000	\$115.80	May-22
184416	RECORD SECURITIES CHGS	DRS/0001-1-06-1500-251700	\$24.50	May-22
184416	LAW LIBRARY FEES	LLF/0019-1-99-1410-847000	\$10.00	May-22
	TOBACCO	TOB/0009-1-05-1000-847070		
	GUARDIAN/CONSERVATOR BACKGROUND CHECK DEDUCTION	DCI/0001-1-06-1000-850000		

DES MOINES CO TREASURER

DATE : 6/13/2022 10:36 AM
 OPER : 6-Ctr 2
 TKBY : JULIE
 TERM : 6
 REC# : R00392068

400 Miscellaneous Receipt 6075.01
 DMC CLERK OF COURT 6075.01
 DC REES - SURCHARGE 570.87
 0001-1-06-1500-251700 -570.87
 SHERIFF FEES 1402.00
 0001-1-06-1410-440000 -1402.00
 CO INFRACTIONS 3921.84
 0001-1-06-1000-850000 -3921.84
 CO LAW ENF SURCHARGE 30.00
 0014-1-01-1000-850100 -30.00
 SHERIFF - PRE-PAID SVC FEES 115.80
 0001-1-04-1100-847000 -115.80
 RECORD SECURITIES FEES 24.50
 0001-1-06-1500-251700 -24.50
 LAW LIBRARY FEES 10.00
 0019-1-99-1410-847000 -10.00

Paid By:DMC CLERK OF COURT
 2-Check 6075.01 REF:184416

APPLIED 6075.01
 TENDERED 6075.01
 CHANGE 0.00

The above listed revenue was received from the CLERK OF COURT office.

Treasurer's receipt number issued for this transaction:

R00392068

Rpt ID : 602.8109
Rpt Date: 06-JUN-2022
Rpt Time: 08:47 AM

DES MOINES COUNTY CLERK OF COURT

page: 1

TOTALS BY CITY/COUNTY FOR 602.8109 REPORTING
FOR 01-MAY-2022 TO 31-MAY-2022

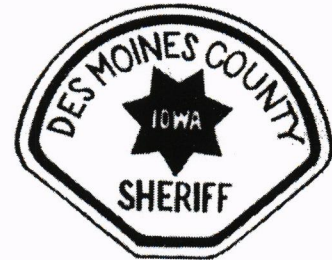
CITY NAME	CHECK #	% OF FINES	100% TOBACCO FINES	5% SURCHARGE	DISM/DEFRD COSTS	TOTAL PAYMENT
BURLINGTON	184415	\$2,543.66	\$242.04	\$38.39	\$.00	\$2,824.09
DES MOINES COUNTY	184416	\$3,921.84	\$.00	\$600.87	\$1,552.30	\$6,075.01
DES MOINES COUNTY ATTORNEY COL	184417	\$12,317.78	\$.00	\$.00	\$.00	\$12,317.78
LEE COUNTY	184418	\$32.86	\$.00	\$.00	\$.00	\$32.86
WEBSTER COUNTY	184420	\$9.90	\$.00	\$.00	\$.00	\$9.90
WEST BURLINGTON	184421	\$549.60	\$480.00	\$6.79	\$.00	\$1,036.39

6 rows selected.



KEVIN GLENDENING, SHERIFF

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



SHERIFF'S MONTHLY REPORT TO THE BOARD OF SUPERVISORS

05/01/2022 thru 05/31/2022

SHERIFF FEES	5,548.20	} 6584.67
MILEAGE	1,036.47	
R & B	11,544.65	
INTEREST	15.60	
TOTAL	<u>\$18,144.92</u>	

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

Kevin Glendenning

KEVIN GLENDENING, SHERIFF

June 14, 2022

The Des Moines County Board of Supervisors met in regular session at the Courthouse in Burlington at 9:00 AM on Tuesday, June 14th, 2022, with Chairman 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.

The work session with the Pioneer Cemetery Commission was removed from the agenda. Unless otherwise noted, all motions passed unanimously. The Pledge of Allegiance was conducted.

Meet with Department Heads: Deputy Auditor Sara Doty reported she continues to be busy in the office. Sheriff Kevin Glendenning reported the Sheriff's office is busy. County Attorney Lisa Schaefer reported her office is busy with jury trials. County Auditor Terri Johnson stated her office is finishing up the final touches from the primary election. The canvass for the primary election is on the agenda for today. The post-election audit will be held 6/16 in the Board of Supervisors Room. Maintenance Supervisor Rodney Bliesener stated the jail inspector will be here tomorrow. His department continues to stay busy. Land Use Administrative Assistant Jarred Lassiter reported his office is busy. CDS Director Ken Hyndman continues to attend SEIL meetings to prepare contracts. County Recorder Natalie Steffener reported she will be attending Recorder school this week. Her office continues to stay busy. County Treasurer Janelle Nalley-Londquist stated her office is still preparing for the tax sale next week. She stated the final day to make a tax payment online is Thursday 6/16 or you can pay in the Treasurer's Office by Friday 6/17. Administrative Assistant Becky Purchase reported the Dodgeville Road & Highway 61 intersection has been closed by the DOT. They are hoping for it to be open in about three weeks. Concrete is being poured on Upper Flint Road this week. Safety Director Angela Vaughan is busy in the office.

No correspondence was received.

Resolution #2022-042 Setting time and date of FY22 Budget Amendment Hearing was presented. Broeker made a motion to approve and seconded by McCampbell.

INSERT RESOLUTION #2022-042

Assignment of Tax Sale – Compromise Agreement with Situs Cultivation, LLC for the property at 518 S. Adams St. – Burlington was presented. Broeker made a motion to approve and seconded by McCampbell.

Payroll Claims Reimbursement in the amount of \$1,237.56 was presented. McCampbell made a motion to approve and seconded by Broeker.

Fireworks Permit for Spirit Hollow Golf Course on July 4th was presented. Broeker made a motion to approve and seconded by McCampbell.

Personnel Actions: Descom – Roger Cook, Telecommunicator 1, 5-year anniversary, new rate of \$25.20 hr. effective 6/8/22. McCampbell made a motion to approve and seconded by Broeker. Sheriff's Office – Monika Ryan, Clerk II, Anniversary, new rate of \$35,685.88 yr. effective 7/1/22; Erica Thomson, Promoted to Clerk I, new rate of \$39,799.96 yr. effective 7/1/22; Gwen Baltisburger, PT Clerk, 1 year step increase, New Rate of \$17.00 hr. effective 6/23/22; Blake Cheesman, Deputy, 6-month step increase, New Rate of \$50,247.60 effective 6/28/22; Keaton Hoschek, Deputy, 18-month step increase, New Rate of \$56,528.51 effective 6/28/22. McCampbell made a motion to approve all five actions and seconded by Broeker. Local Health – Inger McClellan, CNA, New Hire, Salary \$30,000.87 yr. effective 6/9/22. Broeker made a motion to approve and seconded by McCampbell.

Reports received and filed in the Auditor's Office: Recorders Report of Fees Collected, May 2022.

McCampbell motioned to approve the June 7th, 2022, regular meeting minutes and seconded by Broeker.

Broeker attended a SEIL meeting. McCampbell attended a Workforce Development and DCAT Board meeting.

Meeting was adjourned at 9:33 a.m.

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

Jim Cary, Chairman

Attest: Sara Doty, Deputy Auditor