

OFFICIAL NOTICE

The Des Moines County Board of Supervisors will hold a regular session on **Tuesday, June 20th, 2023** 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. Accounts Payable Claims
 - B. Approval of FY24 Worker's Compensation Renewal
 - C. Approval of FY24 ICAP Insurance Renewal
 - D. Approval of Lease Agreement with River Cross
 - E. Approval of Lease Agreement with Mental Health Agency of Southeast Iowa
 - F. Approval of Fiscal Agent Agreement with Mental Health Agency of Southeast Iowa
 - G. Memorandum of Understanding Regarding Reimbursement from the Mental Health Agency of Southeast Iowa for County Employees / Occupancy / Equipment
 - H. Howard E. Nyhart Company Service Agreement for FYE2024/2025 Actuarial Services
 - I. Resolution #2023-032 to Approve FY24 Appropriations
 - J. Personnel Actions:
 1. Correctional Center (1)
 - K. Minutes for Regular Meeting on June 13th, 2023
6. Other Business
7. Future Agenda Items
8. Committee Reports
9. Public Input
10. Adjournment

Work Session following the meeting:

BOS / Des Moines County EMS

RE: EMS

BOS / County Engineer

RE: Project Tour

Workers Compensation Proposal

Prepared For:

Des Moines County Iowa

2023 - 2024

Presented by
Adam Kerns



Hub International Midwest West
215 N. Main Street
Davenport, IA 52801
(563) 324-1981
www.hubinternational.com



HUB International Limited

Proprietary Information: Data provided on this page is proprietary to Hub International Limited

Workers' Compensation

Carrier: Iowa Municipalities Workers Compensation Association

Policy Term: 7/1/2023 to 7/1/2024

State law requires that every employer provide Workers' Compensation insurance for their employees. This insurance provides coverage for accidents or disease arising from employment as prescribed by these state laws. Benefits may include lost wages, medical expenses, and permanent disfigurement/disability payments. Various additional endorsements can also be added to ensure that adequate protection is being provided for your particular situation.

STATUTORY AND EMPLOYER'S LIABILITY

Covers your statutory liability under the workers' compensation laws of the state(s) your employees are hired in, and live in, and your legal liability as an employer, for the selected limit of liability per accident, plus defense cost

State Information

Part 1 – Workers Compensation (States)
Iowa

Employers Liability Information

Coverage Description	Limits
Each Accident	\$1,000,000
Disease-Policy Limit	\$1,000,000
Disease-Each Employee	\$1,000,000

Workers' Compensation Rating Basis – Estimated payrolls subject to annual audit

Code	Classifications	2022 Exposure	2022 Rate	2023 Exposure	2023 Rate
0042	LANDSCAPE GARDENING AND DRIVERS	0	5.73	0	5.15
5191	OFFICE MACHINE INSTALLATION, INSPECTION	\$209,000	.94	\$217,360	.90
5403	CARPENTRY NOC	0	8.66	0	7.50
5506	STREET OR ROAD CONSTRUCTION—PAVING	\$1,163,085	6.84	\$1,209,608	6.08
7720	POLICE OFFICERS AND DRIVERS	\$3,167,395	3.23	\$3,294,091	2.93
8227	CONSTRUCTION OR ERECTION PERMANENT	\$56,644	3.42	\$58,910	3.33
8810	CLERICAL OFFICE EMPLOYEES NOC	\$1,797,400	.19	\$1,869,296	.18
8820	ATTORNEY--ALL EMPLOYEES	\$836,000	.18	\$869,440	.15
8835	HOME, PUBLIC AND TRAVELING HEALTHCARE	\$752,400	2.05	\$782,469	1.83
9015	BUILDING OR PROPERTY MANAGEMENT--ALL	\$276,925	2.88	\$288,002	2.54
9102	PARK NOC--ALL EMPLOYEES AND DRIVERS	\$452,485	3.38	\$470,584	2.93
9402	STREET CLEANING AND DRIVERS	\$180,785	4.73	\$188,016	4.18
9410	MUNICIPAL, TOWNSHIP, COUNTY OR STATE	\$460,845	2.28	\$479,279	2.15
5507	STREET OR ROAD CONSTRUCTION	\$295,735	4.20	\$307,564	3.94
7720F	POLICE OFFICERS AND DRIVERS	0	4.26	0	3.87
	Sub Total		\$260,856		\$244,352
	Increased Limits	1.1%	\$2,869	1.1%	\$2,688
	Experience Modification Factor	.90	-\$26,373	.85	-\$37,056
	Schedule Modification	.85	-\$35,603	.85	-\$31,498
	Terrorism		\$965		\$1,003
	Catastrophe		\$965		\$1,003
	Discounted Premium	8.7%	-\$17,552	8.6%	-\$15,350
	Expense Constant		\$160		\$160
	Total Premium		\$186,287		\$165,302

2022 Experience Modification factor: .90

2023 Experience Modification factor: .85

Confirmation to Bind Agreement

I, Des Moines County Iowa, acknowledge that we have reviewed the enclosed proposal and confirm HUB's acknowledgment to bind the programs described within, except:

Accepted by: _____ Date: _____

Name & Title

_____ As Proposed

_____ Changes as Follows

Electronic Documents

Consent to Receive Electronic Documents

Des Moines County Iowa hereby consents and agrees to receive electronic documents related to insurance coverage procured or quoted by, or Client's business relationship with, Hub International Midwest West ("Hub"). In addition to traditional manners of delivery, Hub may transmit documents to Client through electronic means, such as electronic mail and facsimile. The documents that may be transmitted electronically include, but are not limited to, the following: insurance policies; policy information pages; coverage forms; endorsements; applications; binders; certificates and evidence of insurance; invoices; premium finance agreements; audit statements; loss control reports; claim reports; correspondences; notices of cancellation and non-renewal; and policies related to the operation of Hub's business.

Please provide e-mail address of proper recipient below.

I approve of receiving policies and other documentation, when available, via electronic mail.

Please Initial.



Please consider the ENVIRONMENT

General Statement

COVERAGE AND LIMITS

This exhibit describes coverage, amounts, limits, etc., but it does not take the place of the actual insurance policies. While we have made every effort to remove inaccuracies from this report, some may exist. For definitive coverage provisions and exclusions, refer to the policies, endorsements and amendments.

For property quotes, we have used values that you provided. Please carefully examine these values and/or secure an outside appraisal to ensure their accuracy and adequacy.

This proposal is based upon exposures to loss that currently exist and were made known to the agency. All changes and new exposures need to be reported by you, so that proper coverage may be offered.

Higher limits of liability may be available for additional premium.

INSURER SOLVENCY

Hub International is not technically qualified to comment on the solvency or claims-paying ability of any insurer. In an effort to help you assess the quality of the carrier(s), we have provided rating information from the A.M. Best rating organization. A more detailed report is available on request.

We caution you that catastrophic occurrences or other business matters can quickly have a negative impact on any insurer's financial condition. State "guarantee" funds created for the protection of policyholders may limit or preclude access to reimbursement for certain types of claims and/or to companies with significant net worth.

NON-ADMITTED INSURER

If a non-admitted insurer is providing coverage there is no protection by the state guaranty fund in the event of the insurer's insolvency.

PREMIUM PAYMENT

Regardless of the payment method you choose, it is important to note that **carriers are not obligated to reinstate cancelled policies.**

Agency Bill Items: If your premium is billed by Hub International, payment is due on the effective date of the coverage or installment. Endorsement and audit premium adjustments are due on the date billed. Failure to promptly remit may result in cancellation of your coverage.

Company Bill Items: If your policy is a "company bill" contract, you must remit your payment directly to the insurance company on a timely basis. Unfortunately, insurers do not always notify us about the status of a "company bill" payment,

so you can't rely on us to remind you about overdue premiums or policy cancellations. If you encounter any billing problem or have a billing concern, please call us immediately, so that we can investigate for you.

Premium Financing: You may ask us to "finance" your premium through an independent finance company. This is an unforgiving payment system. Please carefully review the finance agreement for full details on the late payment and finance charges that apply. Your insurance policy is collateral for the loan. If you miss a payment, coverage will be cancelled. Because we may not always receive late notices, Hub International cannot accept responsibility for following up on late payments or threatened "non-payment" cancellations. Please do not count on us to remind you to make the payment.

THIS PROPOSAL CONTAINS ONLY A SUMMARY OF YOUR INSURANCE COVERAGE AND POLICY. IT IS YOUR RESPONSIBILITY TO CAREFULLY AND COMPLETELY REVIEW THE ENTIRE POLICY FOR ITS ACTUAL TERMS, LIMITS AND CONDITIONS. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE TERMS OF THE POLICY AND THE PROVISIONS OF THIS PROPOSAL, THE TERMS OF THE POLICY WILL GOVERN AND CONTROL.

How We Get Paid

HUB International takes pride in the services our brokerages provide to you, our client, for insurance and risk management programs. For our efforts we are compensated in a variety of ways, primarily in the form of commissions and contingency amounts paid by insurance companies and, in some cases, fees paid by clients or third parties. The means by which we are compensated are described below.

Commission income - Commission, normally calculated as a percentage of the premium paid to the insurer for the specific policy, is paid to us by the insurer to distribute and service your insurance policy. Our commission is included in the premium paid by you. The individuals at HUB International who place and service your insurance may be paid compensation that varies directly with the commissions we receive.

Contingency income - We also receive income through contingency arrangements with most insurers. They are called "contingent" because to qualify for payment we normally need to meet certain criteria, usually measured on an annual basis. Contingency arrangements vary, but payment under these agreements is normally the result of growing the business by attracting new customers, helping the insurance company gather and assess underwriting information and/or working to renew the policies of existing insureds. There is currently no meaningful method to determine the exact impact that any particular insurance policy has on contingency arrangements. However, brokers tend to receive higher contingency payments when they grow their business and retain clients through better service. In other words, the amount of earned contingency income depends on the overall size and/or profitability of all of a group of accounts, as opposed to the placement or profitability of any particular insurance policy. For this reason, the individuals involved in placing or servicing insurance are rarely, if ever, compensated directly for the contingent income that we receive.

Supplemental Commissions - Some insurance companies have recently replaced contingent commissions with supplemental commissions. These commissions, in fixed amounts, are established annually in advance based on historical performance measured by criteria comparable to those by which contingent commissions are calculated. We refer to these commissions as guaranteed supplemental commissions, or "GSCs".

Fees paid by clients - On occasion, with more complex business insurance programs and where additional resources, products or services are appropriate, a fee may be negotiated for placement of insurance coverage or additional services. Fees charged for the placement of insurance will be outlined in a proposal and approved, usually in writing, prior to the insurer binding coverage. On occasion, we may receive both commissions *and* client-paid fees for placing insurance, which generally will be disclosed in writing to you in advance. In certain circumstances clients pay us mutually agreed upon fees for additional services, such as third party administration of employee benefits or workers' compensation programs.

Wholesale Operations - We own wholesale insurance brokerages in both the U.S and Canada. These are intermediaries through which other brokers, typically retail brokers that have a relationship and deal directly with their clients, place coverage. Our own retail brokers may place client policies through HUB-owned wholesale brokers. In such cases, both the HUB retail broker and the HUB wholesale broker will earn commissions, and they are included in the client's premium payment. Ordinarily wholesale brokers, whether owned by HUB International or not, are included in the transaction because they offer products that are particularly suitable to a client's needs that are not available through normal insurance brokerage retail channels.

Other Compensation and Benefits - We may receive revenue or further benefits from our insurance brokerage activities in other ways, including, but not limited to, from insurance company promotional events, payments from insurers for promotional marketing and/or employee training and development, fees or a percentage of the interest paid to us for the administration of premium finance contracts, interest paid to us by financial institutions earned on fiduciary or trust accounts in which we hold your premium payments pending remittance to the insurance company, and fees paid to us for policy and/or claims administration and/or loss control services that we provide.

Related Party Transactions - In limited circumstances, our subsidiaries or employees may have interests in insurers and reinsurers with whom policies are placed. We own a reinsurance broker that arranges reinsurance for carriers. It is possible that coverage placed by our retail brokers could be reinsured pursuant to placements made

by our reinsurance subsidiary. Ownership of a reinsurance broker also creates an additional, mutually beneficial dimension to our relationships with insurance companies.

Customer Centric Carriers - We have access to the products and services of hundreds of insurers. However, we believe our ability to provide the best combination of products, service, value and ongoing access to capacity is enhanced by focusing on a manageable number of carrier relationships. These strategic relationships include many of the most respected national and regional insurance companies in the insurance industry (the "Strategic Carriers"). Although we will continue to access our other insurance company relationships where appropriate, we expect that many of our clients' insurance needs may be met through the Strategic Carriers. The Strategic Carriers may pay us enhanced compensation, which we intend to use in part to invest in initiatives to improve our ability to serve our customers' and to optimize their insurance buying experience. A portion of any enhanced compensation from our Strategic Carriers may be used to incentivize our employees to prioritize, investigate and access the products and services of our Strategic Carriers for the purpose of consolidating the number of insurance markets we deal with, while at the same time addressing the needs of our clients. More information regarding our Strategic Carrier relationships is available upon request from your HUB International insurance advisor or by visiting our website at www.HUBinternational.com.

Our goal is to be your insurance brokerage of choice. We know you have many brokerages to choose from, so to earn your confidence, we hold ourselves to the highest standard of service, a standard reflected in our written Client Commitment - we call it the "*The HUB Advantage*." We hope you will review the principles embodied in *The HUB Advantage*, a copy of which is attached for your convenience. You should also feel free to visit our website at www.HUBinternational.com for more information regarding HUB International and how we do business.

Please also feel free to ask any questions about our compensation generally, or as to your specific insurance proposal or placement, by contacting your HUB broker or customer service representative directly, or by calling our client hotline at 1-866-857-4073.

We want you to choose a HUB International broker to be your insurance advisor – and we intend to make your decision an educated one.



Iowa Communities Assurance Pool

INVOICE

FOR

Des Moines County

Anniversary Date: 07/01/2023

**12951 University Ave, Ste 120
Clive, IA 50325
www.icapiowa.com**



Member Invoice

Member Name: Des Moines County
Policy Number: R0553PC2023-1

Anniversary Date: 07/01/2023

<u>Coverage</u>	<u>Limit of Coverage</u>	<u>Contribution</u>
General Liability	\$2,000,000	\$94,212
Auto Liability	\$2,000,000	\$30,916
Law Enforcement Liability	\$2,000,000	\$49,675
Public Officials Liability	\$2,000,000	\$21,748
Excess Liability	\$8,000,000	\$51,354
Vehicles	\$5,597,689	\$54,728
Property	\$55,089,509	\$118,894
Equipment Breakdown	Included	Included
Crime	\$100,000	\$0
Marketing and Administration Fees		\$7,316
TOTAL CONTRIBUTION		\$428,843

MAKE CHECKS PAYABLE TO IOWA COMMUNITIES ASSURANCE POOL ON OR BEFORE:
07/01/2023

Payment for this invoice can be submitted electronically via the ICAP website. Please visit www.icapiowa.com and click "Member Pay" at the top right of the page to pay via ACH transfer. There is no fee for utilizing this service. If you require assistance or prefer to pay via check, please contact the ICAP office via 1-(800) 383-0116.



Member Proxy

Be it known, that the undersigned representative of the Governmental Sub-Division (hereafter referred to as MEMBER) by resolution of the governing body, a copy of which is attached hereto, hereby nominates and appoints the following individual and alternate to represent the MEMBER with the Iowa Communities Assurance Pool (hereinafter referred to as the POOL). The individual and alternate shall act as liaison between MEMBER and the POOL for the purposes of relating risk reduction and loss control information, and any other loss information or instructions concerning the obligations of the MEMBER imposed by signing the Iowa Risk Management Agreement and the rules and regulations established thereunder, to the same extent and with like effect as the undersigned thereunder, to the same extent as the undersigned could do if personally present and the undersigned does hereby ratify and confirm and adopt all action done or taken by the individual or alternate.

Primary Contact: <u>Sara Doty</u>	Alternate Contact: <u>Tom Broeker</u>
Title: <u>Auditor</u>	Title: <u>Supervisor</u>
Address: <u>513 N. Main</u>	Address: <u>513 N. Main</u>
Address: _____	Address: _____
City, State, Zip: <u>Burlington, IA 52601</u>	City, State, Zip: <u>Burlington, IA 52601</u>
Email: <u>dotys@dmcounty.com</u>	Email: <u>johnsont@dmcounty.com</u>
Telephone: <u>3197538232</u>	Telephone: <u>3197538647</u>

In witness whereof, this proxy was executed on the 8th day of May, in the year 2023, by the undersigned duly authorized officers of the Governmental Subdivision indicated below:

Governmental Subdivision: Des Moines County

Member ICAP #: 0553

By: _____

Title: _____

By: Sara Doty

(City Clerk/County Auditor/Board Secretary)



Anniversary Information Acknowledgement

The undersigned representative of the Des Moines County acknowledges that he/she:

- Reviewed the information provided on all Iowa Communities Assurance Pool applications and all applicable supplemental applications.
- Reviewed all applicable property and vehicle schedules.
- Confirms, to the best of his/her knowledge, that all information provided is complete and accurate.
- Reviewed the optional coverage(s) offered by the Iowa Communities Assurance Pool for increased limits. After consideration of the coverage(s) offered and the contribution for same, Des Moines County has elected to:
 - Waive any and all coverage(s) and any applicable contribution charges. Des Moines County understands that to add increased limits coverage in the future, it will be subject to Iowa Communities Assurance Pool's approval and underwriting guidelines at the time of the request and that such request must be made in writing. In addition, Des Moines County will not hold the Iowa Communities Assurance Pool responsible for this decision to waive optional coverage(s).
 - Accept the increased limits: _____
(Limit of Liability Accepted)

Executed on the _____ day of _____, in the year _____, by the undersigned duly authorized officer of the Governmental Subdivision Des Moines County indicated below:

By: _____

Title: _____

Member: Des Moines County

Member Number: 0553

Anniversary Date: 07/01/2023



Quote Summary

Des Moines County

Anniversary Date: 07/01/2023

Coverage	Contribution	Limit of Coverage	Deductible	Retroactive Date	Coverage Effective
General Liability	\$94,212	\$2,000,000	\$5,000	07/01/2023	7/1/2023
Auto Liability	\$30,916	\$2,000,000	\$5,000	07/01/2023	7/1/2023
Law Enforcement Liability	\$49,675	\$2,000,000	\$5,000	07/01/2023	7/1/2023
Public Officials Liability	\$21,748	\$2,000,000	\$5,000	07/01/2023	7/1/2023
Excess Liability	\$51,354	\$8,000,000		07/01/2023	7/1/2023
Vehicles	\$54,728	\$5,597,689	See Schedule	07/01/2023	7/1/2023
Property	\$118,894	\$55,089,509	See Schedule	07/01/2023	7/1/2023
Equipment Breakdown	Included	Included			Included
Crime	\$0	\$100,000	\$500	07/01/2023	7/1/2023
TOTAL CONTRIBUTION	\$421,527				
Agency Fee	\$2,500				
CRMS	\$4,816				
FINAL CONTRIBUTION	\$428,843				

Excess Liability Options: See Next Page

Payment for this invoice can be submitted electronically via the ICAP website. Please visit www.icapiowa.com and click "Member Pay" at the top right of the page to pay via ACH transfer. There is no fee for utilizing this service. If you require assistance or prefer to pay via check, please contact the ICAP office via 1-(800) 383-0116.

This quotation expires on the Proposed Effective Date.



EXCESS QUOTE: Des Moines County
Effective Date: 7/01/2023

<u>Coverage</u>	<u>\$10,000,000</u>	<u>\$11,000,000</u>	<u>\$12,000,000</u>	<u>\$13,000,000</u>	<u>\$14,000,000</u>	<u>\$15,000,000</u>
General Liability	\$94,212.00	\$94,212.00	\$94,212.00	\$94,212.00	\$94,212.00	\$94,212.00
Automobile Liability	\$30,916.00	\$30,916.00	\$30,916.00	\$30,916.00	\$30,916.00	\$30,916.00
Wrongful Acts	\$21,748.00	\$21,748.00	\$21,748.00	\$21,748.00	\$21,748.00	\$21,748.00
Law Enforcement Liability	\$49,675.00	\$49,675.00	\$49,675.00	\$49,675.00	\$49,675.00	\$49,675.00
Excess Liability	\$51,354.00	\$52,516.00	\$53,618.00	\$54,657.00	\$55,640.00	\$56,595.00
Automobile Physical Damage	\$54,728.00	\$54,728.00	\$54,728.00	\$54,728.00	\$54,728.00	\$54,728.00
Property	\$118,894.00	\$118,894.00	\$118,894.00	\$118,894.00	\$118,894.00	\$118,894.00
Bond(s)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Marketing and Administration Fee	\$7,316.00	\$7,339.00	\$7,361.00	\$7,382.00	\$7,402.00	\$7,421.00
TOTAL	\$428,843.00	\$430,028.00	\$431,152.00	\$432,212.00	\$433,215.00	\$434,189.00
Estimated Additional Contribution		\$1,185.00	\$2,309.00	\$3,369.00	\$4,372.00	\$5,346.00

*Any Prior Acts Coverage will be limited to expiring liability limits
 ***The above Marketing and Administration Fees includes a
 Producing Agents Claim, Service Fee, 2% Sales and/or
 Management Fee.



Iowa Communities Assurance Pool

Commitment to Continue Membership

I, Des Moines County, do hereby affix my signature to this form and promise to submit the contribution of \$428,843.00 (less attached vouchers if applicable) by _____ . In order to fulfill this commitment, our payment will be received by the Iowa Communities Assurance Pool, at the address on this form, no later than _____ .

Printed Name _____

Signature _____

Date _____

Iowa Communities Assurance Pool
12951 University Ave, Ste 120
Clive, IA 50325



Schedule of Covered Vehicles

Des Moines County

Effective Date: 07/01/2023

Printed on: 06/14/2023

117	2007	Trailer	TN Enclosed Voting Machine Trailer (Audit)	5JXRT262 67S19134 Trailers 8	Liability Only	N	N
118	2007	Trailer	US Cargo 6 ft x 14 ft Tandem Axle Enclosed Trailer (Sheriff)	5NHUUS4 287W031 Trailers 255	Liability Only	N	N
119	2011	Trailer	Yacht Club 2449TB Trailer	4H100282 8B045656 Trailers 7	Liability Only	N	N
120	1995	Trailer	Transcraft Flatbed Trailer	4678 Trailers	Liability Only	N	N

Total Location Vehicle Value: 0

Total ACV Value: 5,609,750

Total RC Value: 0

Total SA Value: 0

Grand Total Vehicle Value: 5,609,750

Iowa Communities Assurance Pool

General Liability Breakout

Des Moines County

Anniversary: 7/1/2023

	Total Contribution	% of Total
Net Operating Expenditures	\$73,712	78.24 %
Secondary Loading		
Bridges	\$6,692	7.10 %
Campground Receipts	\$3,178	3.37 %
Dams	\$637	0.68 %
Shooting Booth	\$7,388	7.84 %
Swimming Pools/Lakes	\$637	0.68 %
Townships	\$1,147	1.22 %
Herbicide Pesticide	\$821	0.87 %
GL Excess	\$24,615	
Total	\$118,827	
Public Officials Wrongful Acts	\$21,748	
POL Excess	\$5,682	
Total	\$27,430	
Law Enforcement	\$49,675	
LEL Excess	\$12,979	
Total	\$62,654	
Agency Fee	\$2,500	
CRMS	\$4,816	

Iowa Communities Assurance Pool

Auto Liability Breakout

Des Moines County

Anniversary: 7/1/2023

Vehicle Type	Total Contribution	# of Vehicles	
Buses - School/Church	\$195	1	\$195.00
Dump Trucks	\$5,735	16	\$358.44
Extra Heavy	\$842	2	\$421.00
Heavy	\$1,019	3	\$339.67
Lt. Med Trucks	\$873	4	\$218.25
Passenger Car/Vans/Pickups	\$8,397	50	\$167.94
Police	\$10,151	33	\$307.61
Road Maintenance	\$377	8	\$47.12
Med Pay	\$1,603		
Uninsured/Underinsured Motorists	\$1,724		
Excess	\$8,078		
Total	\$38,994		

Iowa Communities Assurance Pool
Automobile Physical Damage Breakout
Des Moines County
Anniversary: 7/1/2023

<u>Veh. No.</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Value</u>	<u>Contribution</u>
3	2014	Jeep	Compass	\$22,000	\$216
4	2005	Ford	F-150 Super Cab Pickup	\$24,000	\$235
5	2014	H&H	ATV	\$3,500	\$34
6	1993	Trailer	RDHL Equipment Trailer	\$7,150	\$70
7	2004	Trailer	CRYENCO/5X10WG2K Carry-On Trailer	\$3,000	\$30
8	2013	Chevrolet	Silverado	\$25,998	\$255
9	2008	Chevrolet	Silverado 3500	\$32,445	\$317
10	2005	Chevrolet	Silverado CK1500	\$25,395	\$248
11	2007	Chevrolet	Silverado CK2500	\$29,124	\$284
12	2005	Chevrolet	Silverado CK2500	\$23,632	\$231
13	2005	Chevrolet	Silverado CK2500	\$28,245	\$276
14	2003	Chevrolet	Trailblazer	\$30,000	\$294
15	2008	Ford	F-SD F450 CB	\$41,722	\$408
16	1990	Ford	Pickup	\$13,126	\$128
17	2011	Chevrolet	Silverado CK3500	\$35,895	\$351
18	2012	Chevrolet	Traverse	\$26,998	\$264
19	2000	Chevrolet	3/4 Ton	\$22,154	\$217
20	2000	Chevrolet	3/4 Ton	\$22,154	\$217
21	2002	Chevrolet	Silverado	\$35,000	\$342
22	2002	Chevrolet	Silverado	\$35,000	\$342
23	2007	Chevrolet	Silverado	\$20,395	\$200
24	2008	Chevrolet	Silverado	\$32,879	\$321
25	2013	Nissan	Versa	\$15,699	\$153
26	2011	Ford	Escape	\$19,877	\$194
27	2011	Ford	F-150 Pickup	\$28,199	\$276
28	2013	Nissan	Versa	\$15,699	\$153
29	2004	Ford	F-250 Pickup	\$29,298	\$286
30	2010	Ford	F250 4X4	\$23,798	\$232
31	1991	Ford	F350	\$30,000	\$294
32	2000	Ford	F350	\$24,030	\$235
33	2007	International	4300 Sign Truck	\$95,422	\$933
34	2002	International	4700 Service Truck	\$91,878	\$898
35	1986	Miscellaneous	Winnebago Motorhome	\$19,000	\$186
36	2000	International	4900	\$82,000	\$802
37	2002	International	4900	\$89,382	\$874
38	2010	International	7400	\$108,424	\$1,060
39	2006	International	7600	\$106,193	\$1,039
40	2011	International	7400 SFA 4X2	\$124,868	\$1,220
41	2011	Mack	GU713	\$149,500	\$1,461

42	2000	Ford	1 Ton F350	\$28,397	\$278
43	2014	Ford	Utility Interceptor	\$32,000	\$313
44	2013	Kia	Sorento	\$22,700	\$222
45	2014	Ford	F-150 Crew Cab 4X4	\$27,814	\$272
46	2014	Ford	Explorer	\$33,062	\$323
48	2015	Chevrolet	Equinox	\$24,328	\$238
50	2014	Ford	F150 Pickup	\$26,130	\$256
52	2015	Ford	Explorer	\$33,562	\$329
53	2015	Jeep	Police Vehicle	\$34,171	\$334
54	2015	Ford	F550 Pickup	\$52,595	\$515
55	2012	Chevrolet	Trav	\$25,800	\$253
56	2015	Chevrolet	Silverado3500	\$39,800	\$389
57	2015	Chevrolet	Silverado 3500	\$39,800	\$389
58	2015	Chevrolet	Equinox	\$26,150	\$256
60	2015	Dodge	Durango	\$48,819	\$478
61	2016	Ford	Explorer	\$46,984	\$460
63	2016	Kia	Sporta	\$22,795	\$223
64	2016	Ford	F-250 Pickup	\$26,622	\$260
65	2016	Dodge	Ram 1500	\$45,730	\$447
66	2017	Mack	GU713	\$117,500	\$1,149
67	2017	Mack	GU713 Dump Truck w/Plow	\$117,500	\$1,149
68	2017	Mack	CXU613 Dump Truck w/Blade	\$106,900	\$1,045
69	2017	Dodge	Ram 1500	\$45,136	\$442
70	2017	Chevrolet	Silverado 2500 Pickup	\$44,091	\$431
71	2017	Dodge	Durango (Police)	\$46,639	\$456
72	2017	Ford	F-250 Pickup	\$29,527	\$288
73	2018	Mack	GU713	\$106,521	\$1,042
74	2018	International	7400 Dump w/Blade	\$94,562	\$925
75	2015	Ford	Police Interceptor Utility	\$41,200	\$403
76	2018	Ford	Explorer AWD	\$52,812	\$517
77	2018	Ford	Explorer AWD	\$53,252	\$521
78	2019	Ford	F350	\$40,000	\$391
79	2019	Ford	F-150 Pickup	\$31,059	\$303
82	2019	Ford	Explorer w/Eqpt.	\$52,957	\$518
83	2019	Ford	Explorer w/Eqpt.	\$52,957	\$518
84	2019	Ford	Explorer w/Eqpt.	\$52,957	\$518
85	2019	Ford	Explorer w/Eqpt.	\$52,957	\$518
86	2019	Dodge	Charger	\$48,868	\$478
87	2020	Mack	GR64F Dump Truck	\$178,109	\$1,739
89	2019	Kia	Rio	\$15,861	\$155
90	2019	Kia	Rio SD	\$15,861	\$155
91	2019	Dodge	Ram 1500 w/Eqpt.	\$53,045	\$519
92	2019	Dodge	Charger w/Eqpt.	\$49,298	\$482
93	2005	Trailer	Unite 6x14 Trailer	\$3,370	\$33
94	2005	Trailer	Haul Mark 6x10 Enclosed Trailer	\$2,464	\$24
95	2020	International	HV507 Dump Truck	\$156,613	\$1,531

96	2020	Chevrolet	Traverse SUV	\$29,400	\$287
97	2020	Chevrolet	Silverado 1500	\$32,115	\$314
98	2020	Dodge	Durango w/Eqpt.	\$55,900	\$546
99	2020	Trailer	40 ft CTS Tandem Bottom Dump Trailer	\$36,850	\$360
100	2020	Chevrolet	Tahoe w/Eqpt.	\$59,865	\$585
101	2020	Dodge	Durango w/Eqpt.	\$55,700	\$544
102	2019	Chevrolet	Express 3500 w/Eqpt.	\$25,936	\$254
103	2018	Jeep	Compass	\$21,842	\$213
104	2021	Trailer	Model BDT 40 Construction Spec Dump Trailer	\$36,850	\$360
106	2021	Chevrolet	Silverado 3500	\$44,439	\$434
107	2021	Mack	AN64T	\$109,309	\$1,068
108	2021	Chevrolet	Suburban	\$47,756	\$467
109	2021	Chevrolet	Silverado 2500	\$47,994	\$469
110	2020	Dodge	Ram 1500	\$52,810	\$517
111	2020	Dodge	Ram 1500	\$52,719	\$516
112	2015	Kia	Soul	\$20,000	\$195
113	2011	Ford	Crown Victoria	\$27,000	\$264
114	2015	Mack	GU713 Dump Truck	\$117,000	\$1,144
121	2021	Chevrolet	Tahoe w/Eqpt.	\$61,756	\$603
122	2021	Chevrolet	Tahoe w/Eqpt.	\$61,756	\$603
123	2019	Ford	F550 - Culvert Truck	\$61,570	\$602
124	2021	Dodge	Durango w/Eqpt.	\$58,968	\$577
125	2022	Mack	GR42F Dump Truck	\$95,968	\$938
126	2022	Mack	GR42F Dump Truck	\$95,968	\$938
127	2021	Dodge	Durango w Equipment	\$59,000	\$577
128	2021	Dodge	Durango w Equipment	\$59,000	\$577
129	2021	Dodge	Durango w Equipment	\$59,000	\$577
130	2023	Mack	AN64T Semi Truck	\$117,826	\$1,152
131	2023	Dodge	Durango w/Equipment	\$50,519	\$493
132	2023	Dodge	Durango w/Equipment	\$50,519	\$493

TOTALS \$5,597,689 \$54,728

Iowa Communities Assurance Pool

Property Breakout

Des Moines County

Anniversary: 7/1/2023

<u>Location</u>	<u>Address</u>	<u>Total TIV</u>	<u>Contribution</u>
1-1: 513 N. Main	513 N. Main Burlington, IA 52601	\$19,345,047	\$19,759
1-1A: 513 N. Main	513 N. Main Burlington, IA 52601	\$616,333	\$729
1-77: 513 N. Main	513 N. Main Burlington, IA 52601	\$85,672	\$127
1-83: 513 N. Main	513 N. Main Burlington, IA 52601	\$16,430	\$51
2-3: 13702 Washington Rd.	13702 Washington Rd. West Burlington, IA 52655	\$415,829	\$663
2-5: 13702 Washington Rd.	13702 Washington Rd. West Burlington, IA 52655	\$147,452	\$236
2-7: 13702 Washington Rd.	13702 Washington Rd. West Burlington, IA 52655	\$46,500	\$89
2-7A: 13702 Washington Rd.	13702 Washington Rd. West Burlington, IA 52655	\$27,981	\$62
2-8: 13702 Washington Rd.	13702 Washington Rd. West Burlington, IA 52655	\$30,681	\$118
2-9: 13702 Washington Rd.	13702 Washington Rd. West Burlington, IA 52655	\$10,947	\$42
2-10: 13702 Washington Rd.	13702 Washington Rd. West Burlington, IA 52655	\$353,218	\$564
2-11: 13702 Washington Rd.	13702 Washington Rd. West Burlington, IA 52655	\$146,149	\$281
3-6: 13516 Washington Rd. (rear)	13516 Washington Rd. (rear) West Burlington, IA 52655	\$35,087	\$56
4-12: 13516 Washington Rd. - Secondary Roads	13516 Washington Rd. - Secondary Roads West Burlington, IA 52655	\$2,190,937	\$3,498
4-13: 13516 Washington Rd. - Secondary Roads	13516 Washington Rd. - Secondary Roads West Burlington, IA 52655	\$721,092	\$1,151
4-14: 13516 Washington Rd. - Secondary Roads	13516 Washington Rd. - Secondary Roads West Burlington, IA 52655	\$552,845	\$882
4-73: 13516 Washington Rd. - Secondary Roads	13516 Washington Rd. - Secondary Roads West Burlington, IA 52655	\$270,890	\$433
4-74: 13516 Washington Rd. - Secondary Roads	13516 Washington Rd. - Secondary Roads West Burlington, IA 52655	\$93,857	\$149
4-74A: 13516 Washington Rd. - Secondary Roads	13516 Washington Rd. - Secondary Roads West Burlington, IA 52655	\$50,000	\$93

4-75: 13516 Washington Rd. - Secondary Roads	13516 Washington Rd. - Secondary Roads West Burlington, IA 52655	\$93,857	\$149
4-78: 13516 Washington Rd. - Secondary Roads	13516 Washington Rd. - Secondary Roads West Burlington, IA 52655	\$50,223	\$93
5-15: 512-518 N. Main St.	512-518 N. Main St. Burlington, IA 52601	\$1,821,433	\$2,326
5-15A: 512-518 N. Main St.	512-518 N. Main St. Burlington, IA 52601	\$69,908	\$104
6-16: Flint Hills Golf Course, 9957 Golf Course Rd.	Flint Hills Golf Course, 9957 Golf Course Rd. Burlington, IA 52601	\$143,363	\$283
6-89: Flint Hills Golf Course, 9957 Golf Course Rd.	Flint Hills Golf Course, 9957 Golf Course Rd. Burlington, IA 52601	\$21,384	\$143
7-17: 522 N. 3rd St.	522 N. 3rd St. Burlington, IA 52601	\$1,292,914	\$1,652
7-17A: 522 N. 3rd St.	522 N. 3rd St. Burlington, IA 52601	\$39,835	\$59
7-79: 522 N. 3rd St.	522 N. 3rd St. Burlington, IA 52601	\$32,497	\$49
10-20: 3630 Bauer Dr.	3630 Bauer Dr. Burlington, IA 52601	\$11,051,604	\$14,116
10-20A: 3630 Bauer Dr.	3630 Bauer Dr. Burlington, IA 52601	\$33,822	\$50
11-21: 19536 135th Street	19536 135th Street Danville, IA 52623	\$222,784	\$441
12-22: 11627 Starrs Cave Rd.	11627 Starrs Cave Rd. Burlington, IA 52601	\$1,246,187	\$7,163
12-23: 11627 Starrs Cave Rd.	11627 Starrs Cave Rd. Burlington, IA 52601	\$441,523	\$875
12-24: 11627 Starrs Cave Rd.	11627 Starrs Cave Rd. Burlington, IA 52601	\$20,570	\$118
12-24A: 11627 Starrs Cave Rd.	11627 Starrs Cave Rd. Burlington, IA 52601	\$33,445	\$223
12-32: 11627 Starrs Cave Rd.	11627 Starrs Cave Rd. Burlington, IA 52601	\$32,976	\$66
12-50: 11627 Starrs Cave Rd.	11627 Starrs Cave Rd. Burlington, IA 52601	\$16,989	\$49
13-25: 18853 152 Ave., Big Hollow Rec.	18853 152 Ave., Big Hollow Rec. Sperry, IA 52650	\$403,898	\$2,322
13-26: 18853 152 Ave., Big Hollow Rec.	18853 152 Ave., Big Hollow Rec. Sperry, IA 52650	\$132,773	\$382
13-27: 18853 152 Ave., Big Hollow Rec.	18853 152 Ave., Big Hollow Rec. Sperry, IA 52650	\$144,917	\$417
13-28: 18853 152 Ave., Big Hollow Rec.	18853 152 Ave., Big Hollow Rec. Sperry, IA 52650	\$35,087	\$202
13-29: 18853 152 Ave., Big Hollow Rec.	18853 152 Ave., Big Hollow Rec. Sperry, IA 52650	\$45,521	\$262
13-30: 18853 152 Ave., Big Hollow Rec.	18853 152 Ave., Big Hollow Rec. Sperry, IA 52650	\$12,418	\$35

13-33: 18853 152 Ave., Big Hollow Rec.	18853 152 Ave., Big Hollow Rec. Sperry, IA 52650	\$40,973	\$81
13-34: 18853 152 Ave., Big Hollow Rec.	18853 152 Ave., Big Hollow Rec. Sperry, IA 52650	\$48,967	\$97
13-40: 18853 152 Ave., Big Hollow Rec.	18853 152 Ave., Big Hollow Rec. Sperry, IA 52650	\$24,982	\$72
13-41: 18853 152 Ave., Big Hollow Rec.	18853 152 Ave., Big Hollow Rec. Sperry, IA 52650	\$12,196	\$35
13-42: 18853 152 Ave., Big Hollow Rec.	18853 152 Ave., Big Hollow Rec. Sperry, IA 52650	\$16,989	\$49
13-43: 18853 152 Ave., Big Hollow Rec.	18853 152 Ave., Big Hollow Rec. Sperry, IA 52650	\$16,989	\$49
13-44: 18853 152 Ave., Big Hollow Rec.	18853 152 Ave., Big Hollow Rec. Sperry, IA 52650	\$16,989	\$49
13-45: 18853 152 Ave., Big Hollow Rec.	18853 152 Ave., Big Hollow Rec. Sperry, IA 52650	\$16,989	\$49
13-46: 18853 152 Ave., Big Hollow Rec.	18853 152 Ave., Big Hollow Rec. Sperry, IA 52650	\$24,982	\$144
13-47: 18853 152 Ave., Big Hollow Rec.	18853 152 Ave., Big Hollow Rec. Sperry, IA 52650	\$24,982	\$144
13-48: 18853 152 Ave., Big Hollow Rec.	18853 152 Ave., Big Hollow Rec. Sperry, IA 52650	\$16,989	\$97
13-49: 18853 152 Ave., Big Hollow Rec.	18853 152 Ave., Big Hollow Rec. Sperry, IA 52650	\$16,989	\$97
13-62: 18853 152 Ave., Big Hollow Rec.	18853 152 Ave., Big Hollow Rec. Sperry, IA 52650	\$39,973	\$115
13-63: 18853 152 Ave., Big Hollow Rec.	18853 152 Ave., Big Hollow Rec. Sperry, IA 52650	\$32,976	\$190
13-64: 18853 152 Ave., Big Hollow Rec.	18853 152 Ave., Big Hollow Rec. Sperry, IA 52650	\$13,790	\$79
13-64A: 18853 152 Ave., Big Hollow Rec.	18853 152 Ave., Big Hollow Rec. Sperry, IA 52650	\$19,863	\$132
13-69: 18853 152 Ave., Big Hollow Rec.	18853 152 Ave., Big Hollow Rec. Sperry, IA 52650	\$7,149	\$41
13-76: 18853 152 Ave., Big Hollow Rec.	18853 152 Ave., Big Hollow Rec. Sperry, IA 52650	\$140,192	\$806
13-81: 18853 152 Ave., Big Hollow Rec.	18853 152 Ave., Big Hollow Rec. Sperry, IA 52650	\$16,007	\$92
13-84: 18853 152 Ave., Big Hollow Rec.	18853 152 Ave., Big Hollow Rec. Sperry, IA 52650	\$208,748	\$413
13-85: 18853 152 Ave., Big Hollow Rec.	18853 152 Ave., Big Hollow Rec. Sperry, IA 52650	\$48,903	\$281
13-88: 18853 152 Ave., Big Hollow Rec.	18853 152 Ave., Big Hollow Rec. Sperry, IA 52650	\$6,991	\$16
14-35: 910 Cottonwood	910 Cottonwood Burlington, IA 52601	\$1,058,412	\$2,704
14-35A: 910 Cottonwood	910 Cottonwood Burlington, IA 52601	\$46,907	\$139
14-36: 910 Cottonwood	910 Cottonwood Burlington, IA 52601	\$73,950	\$189
14-37: 910 Cottonwood	910 Cottonwood Burlington, IA 52601	\$2,548,477	\$6,510

14-38: 910 Cottonwood	910 Cottonwood Burlington, IA 52601	\$1,198,805	\$3,063
14-70: 910 Cottonwood	910 Cottonwood Burlington, IA 52601	\$35,401	\$105
14-71: 910 Cottonwood	910 Cottonwood Burlington, IA 52601	\$33,250	\$98
14-72: 910 Cottonwood	910 Cottonwood Burlington, IA 52601	\$30,278	\$89
15-39: 17734 Augusta Mill Rd.	17734 Augusta Mill Rd. Augusta, IA 52601	\$32,976	\$190
16-51: Welter Recreation Park, Skunk River Road	Welter Recreation Park, Skunk River Road Augusta, IA 52601	\$13,790	\$79
16-52: Welter Recreation Park, Skunk River Road	Welter Recreation Park, Skunk River Road Augusta, IA 52601	\$20,187	\$58
17-53: 4th Pumping Plant Recreation, Pumping Station Road	4th Pumping Plant Recreation, Pumping Station Road Oakville, IA 52646	\$29,780	\$172
17-54: 4th Pumping Plant Recreation, Pumping Station Road	4th Pumping Plant Recreation, Pumping Station Road Oakville, IA 52646	\$16,989	\$49
17-92: 4th Pumping Plant Recreation, Pumping Station Road	4th Pumping Plant Recreation, Pumping Station Road Oakville, IA 52646	\$24,107	\$139
18-87: Eastern & Northern	Eastern & Northern Yarmouth, IA 52660	\$105,768	\$210
20-57: 6072 Mediapolis Rd.	6072 Mediapolis Rd. Oakville, IA 52646	\$48,967	\$97
22-60: 4681 170th St.	4681 170th St. Burlington, IA 52601	\$48,967	\$97
23-61: 5475 Hunt Rd.	5475 Hunt Rd. Burlington, IA 52601	\$48,967	\$97
25-86: 122 Broadway St.	122 Broadway St. West Burlington, IA 52655	\$2,135	\$5
26-82: 100 VALLEY ST	100 VALLEY ST BURLINGTON, IA 52601	\$1,286,118	\$1,643
26-82A: 100 VALLEY ST	100 VALLEY ST BURLINGTON, IA 52601	\$124,135	\$184
27-90: 21105 Iowa City Road	21105 Iowa City Road Mediapolis, IA 52637	\$521,336	\$2,996
27-91: 21105 Iowa City Road	21105 Iowa City Road Mediapolis, IA 52637	\$36,700	\$211
	Crime		\$0
	Equipment Breakdown		\$4,329
	TOTALS	\$50,796,885	\$87,143

Iowa Communities Assurance Pool
Additional Property Breakout
Des Moines County
Anniversary: 7/1/2023

Description	Location	Value	Contribution
2016 Case-IH Farmall 75C	4-74: 13516 Washington Rd. - Secondary Roads	\$53,011	\$392
Unscheduled Miscellaneous Property (individual item value not to exceed \$10,000 per item)	5-15: 512-518 N. Main St.	\$3,850	\$29
Unscheduled Miscellaneous Property (individual item value not to exceed \$10,000 per item)	4-74: 13516 Washington Rd. - Secondary Roads	\$43,957	\$325
2011 Mercury 225XL Verada 4-Stroke	2-7: 13702 Washington Rd.	\$11,597	\$85
2019 Kubota RTV (side by side) and attachment	13-27: 18853 152 Ave., Big Hollow Rec.	\$17,300	\$128
(6) NU Canoes (valued @ \$1,250 each)	2-7: 13702 Washington Rd.	\$7,500	\$55
Case CH-5M Hydraulic Breaker for Case CX80C Excavator	4-74: 13516 Washington Rd. - Secondary Roads	\$10,800	\$80
2020 Caterpillar 140 Motor Grader	4-74: 13516 Washington Rd. - Secondary Roads	\$303,113	\$2,242
John Deere 7410 Tractor	4-74: 13516 Washington Rd. - Secondary Roads	\$76,968	\$569
2010 Case-IH Pump 125 Tractor	4-74: 13516 Washington Rd. - Secondary Roads	\$84,767	\$627
2009 Kubota B3030HSDC Tractor	14-35: 910 Cottonwood	\$22,348	\$165
2013 Caterpillar 140M2 Motor Grader	4-74: 13516 Washington Rd. - Secondary Roads	\$272,820	\$2,019
2016 Caterpillar 12M3 AWD LR Motor Grader	4-74: 13516 Washington Rd. - Secondary Roads	\$295,780	\$2,188
2007 US Cargo 6'x14' Tandem Axle Enclosed Trailer (Sheriff)	2-7: 13702 Washington Rd.	\$4,379	\$33
2005 Crestliner Boat, 2006 Mercury 50HP Motor, 2005 Tennessee Trailer	13-64: 18853 152 Ave., Big Hollow Rec.	\$12,000	\$89
2006 Caterpillar D5G L6P Dozer	4-74: 13516 Washington Rd. - Secondary Roads	\$81,000	\$599
Schulte XH1000 Rotary Cutter	4-74: 13516 Washington Rd. - Secondary Roads	\$20,761	\$153
1972 Butler Tank Trailer	4-74: 13516 Washington Rd. - Secondary Roads	\$19,150	\$142
Unscheduled Miscellaneous Property (individual item value not to exceed \$10,000 per item)	13-64: 18853 152 Ave., Big Hollow Rec.	\$139,951	\$1,036
Truax No-Till Seed Drill	4-74: 13516 Washington Rd. - Secondary Roads	\$10,277	\$76
Case 721G Wheel Loader	4-74: 13516 Washington Rd. - Secondary Roads	\$176,550	\$1,306
Public Health Equipment in trailer (individual item value not to exceed	7-17: 522 N. 3rd St.	\$24,961	\$185

\$10,000 per item)			
Kubota Tractor	4-74: 13516 Washington Rd. - Secondary Roads	\$14,936	\$110
2011 Yacht Club 2449TB Trailer	2-7: 13702 Washington Rd.	\$2,400	\$18
John Deere 4510 Tractor	13-64: 18853 152 Ave., Big Hollow Rec.	\$23,380	\$173
Konica Minolta C284e Copier System	1-1A: 513 N. Main	\$3,200	\$14
2007 TN Enclosed Voting Machine Trailer (Audit)	2-7: 13702 Washington Rd.	\$7,230	\$54
Unscheduled Miscellaneous Boat Equipment (individual item value not to exceed \$10,000 per item)	2-7: 13702 Washington Rd.	\$1,000	\$8
2022 Case CX160D Crawler Excavator w/equipment	4-74: 13516 Washington Rd. - Secondary Roads	\$197,563	\$1,462
Haybuster, model 2554	4-74: 13516 Washington Rd. - Secondary Roads	\$20,900	\$155
Spectrophotometer (water tester)	13-64: 18853 152 Ave., Big Hollow Rec.	\$14,495	\$108
2017 Polaris Ranger Model #R16RAA76AA	13-64: 18853 152 Ave., Big Hollow Rec.	\$12,274	\$90
Yamaha Gas Utility Cart	13-49: 18853 152 Ave., Big Hollow Rec.	\$4,500	\$33
2008 Caterpillar 140M Motor Grader	4-74: 13516 Washington Rd. - Secondary Roads	\$211,574	\$1,565
2019 Caterpillar 12M3 Motor Grader w/Cab & Attachments	4-74: 13516 Washington Rd. - Secondary Roads	\$297,388	\$2,200
Unscheduled Miscellaneous Property (individual item value not to exceed \$10,000 per item)	14-35: 910 Cottonwood	\$4,334	\$31
Hydroseeder T90T-30	4-74: 13516 Washington Rd. - Secondary Roads	\$28,750	\$212
John Deere 7410 Diamond Mower	4-74: 13516 Washington Rd. - Secondary Roads	\$77,495	\$573
2005 Jerr 18' Flatbed Mower Trailer	14-35: 910 Cottonwood	\$1,833	\$13
2014 Caterpillar 12M3 BR Motor Grader	4-74: 13516 Washington Rd. - Secondary Roads	\$273,747	\$2,026
1995 Transcraft Flatbed Trailer	4-74: 13516 Washington Rd. - Secondary Roads	\$6,000	\$45
Alvan Clerk Refracting 11.6inches Telescope	13-64: 18853 152 Ave., Big Hollow Rec.	\$60,000	\$444
Unscheduled Miscellaneous Equipment (not to exceed \$10,000 per item)	2-7: 13702 Washington Rd.	\$50,000	\$370
2017 Kuhn GMD280HD Disc Mower	4-74: 13516 Washington Rd. - Secondary Roads	\$13,670	\$101
2016 Honda Pioneer 500	14-35: 910 Cottonwood	\$10,510	\$77
2011 Caterpillar 140M2 LR Motor Grader	4-74: 13516 Washington Rd. - Secondary Roads	\$257,355	\$1,904
2006 Kubota 28HP Zero-Turn Mower w/Attachments TRA ZD28F-72P	14-35: 910 Cottonwood	\$14,150	\$105
2015 Caterpillar Motor Grader	4-74: 13516 Washington Rd. - Secondary Roads	\$267,777	\$1,981
Unscheduled Miscellaneous Tools &	13-64: 18853 152 Ave., Big Hollow	\$5,000	\$37

Equipment (individual item value not to exceed \$10,000 per item)	Rec.		
2007 John Deere 5525 Tractor	13-64: 18853 152 Ave., Big Hollow	\$53,408	\$395
	Rec.		
Vermeer BC1250A Brush Chipper	4-74: 13516 Washington Rd. - Secondary Roads	\$27,365	\$202
2011 Caterpillar Skid Steer	2-7: 13702 Washington Rd.	\$45,397	\$336
2019 Caterpillar 12M3 LR Motor Grader	4-74: 13516 Washington Rd. - Secondary Roads	\$308,158	\$2,281
Unscheduled Miscellaneous Property (individual item value not to exceed \$10,000 per item)	2-7: 13702 Washington Rd.	\$51,000	\$378
Float Docks	13-64: 18853 152 Ave., Big Hollow	\$18,000	\$134
	Rec.		
2011 Sea Ark, 24 Big Daddy	2-7: 13702 Washington Rd.	\$12,700	\$94
2017 Case 590SN Backhoe	4-74: 13516 Washington Rd. - Secondary Roads	\$98,900	\$732
2005 Landpride Rear blade	14-35: 910 Cottonwood	\$450	\$4
Case CX80C Excavator	4-74: 13516 Washington Rd. - Secondary Roads	\$102,945	\$762
	Subtotal:	\$4,292,624	\$31,751
	Totals:	\$55,089,509	\$118,894

Des Moines County Premium Comparison

	CARRIER PREVIOUS POLICY	CARRIER ESTIMATED POLICY	YOY \$ Increase	YOY % Increase
General Liability	\$83,015	\$91,317	\$8,301.50	10.00%
Commercial Auto (Business Autos)	\$28,171	\$31,552	\$3,380.52	12.00%
Law Enforcement Liability	\$43,228	\$45,389	\$2,161.40	5.00%
Excess Liability	\$46,035	\$50,639	\$4,603.50	10.00%
Property	\$101,618	\$121,942	\$20,323.60	20.00%
Public Officials/EPLI	\$20,183	\$22,605	\$2,421.96	12.00%
Vehicles	\$46,776	\$51,454	\$4,677.60	10.00%
TOTAL	\$369,026	\$414,896	\$45,870.08	12.43%

**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, 2023, 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 RIVERCROSS COTTONWOOD CARE FACILITY, SUITE 1001 (the "Leased Premises").

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

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

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning JULY 1, 2023 and ending JUNE 30, 2024. 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. Shane McCampbell, Chairman

Date

Des Moines County Board of Supervisors

Mr. Thomas Broeker, Vice-Chairman

Date

Des Moines County Board of Supervisors

Mr. Jim Cary, Member

Date

Des Moines County Board of Supervisors

ATTEST:

Ms. Sara Doty

Date

Des Moines County Auditor

FOR HOPE HAVEN AREA DEVELOPMENT:

Cheryl Plank

6/14/12

Ms. Cheryl Plank, Executive Director

Date

**LEASE AGREEMENT BETWEEN DES MOINES COUNTY & MENTAL HEALTH AGENCY OF
SOUTHEAST IOWA FOR 910 COTTONWOOD SUITE 1000 OFFICE SPACE**

This Commercial Lease Agreement ("Lease") is made and effective July 1, 2023, by and between DES MOINES COUNTY ("Landlord") and Southeast Iowa Link (SEIL) Region ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 910 COTTONWOOD, SUITE 1000, BURLINGTON, IOWA 52601 and legally described as follows (the "Building"):

Landlord makes available for lease a portion of the building designated as Mental Health Agency of Southeast Iowa, SUITE 1000 (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, 2023, and ending JUNE 30, 2024. 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 (30) days prior to the expiration of the Initial Term. The renewal term if mutually agreed upon between tenant and landlord 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 the landlord during the initial term rental of \$5,220 per year. The rate is set at \$10 per square foot for approx. 522 square feet of office space which shall include all maintenance, janitorial, and utility costs. The annual payment shall be due in advance on the first day of 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.

B. The rental for the first renewal lease term, if created as permitted under this Lease, shall be \$5,220.00 per year payable in one annual payment at the beginning of the term.

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 Mental Health Agency of Southeast Iowa. 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.

The tenant takes the premises in their present condition. 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 shall be financially responsible for damages by any act or negligence of Tenant, its agents, or employees.

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

- Practice of closing and locking of all doors when rooms or said leased space is not occupied by Mental Health Agency of Southeast Iowa staff per safety and security purposes.
- Outdoor areas including all porches and furniture 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 Des Moines County Maintenance Department.

6. Alterations and Improvements.

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

Tenant shall keep an up-to-date inventory of the personal property leased hereunder, notifying County of any losses, thefts, destruction, or contemplated disposal of personal property not needed for the operation of the Leased Premises or welfare of the individuals. Any replacement of Leased Premises property purchased by Tenant during the term of this lease shall remain with County upon termination of the Agreement. The tenant shall have the right to use all furniture, equipment, and other personal property located in Leased Premises. Equipment purchased by Tenant not reimbursed or otherwise paid for by County (except for items purchased to replace original items on the inventory) and perishables (e.g. – food, office, medical, and cleaning supplies) for the operation of SEIL Region services 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. County shall insure the building and personal property against hazards and casualties, including fire and extended coverage; County shall also maintain general liability insurance covering its potential liability for any property damage or bodily injury for which it may be responsible as owner. Tenant shall keep in full force and effect during the term of this lease general liability insurance, as well as professional malpractice insurance covering those employees as is warranted, naming Des Moines County as an additional insured. During the period of this

Agreement, Tenant and Des Moines County shall hold each other harmless from any liability or responsibility for the acts or omissions of any of their respective employees or agents.

8. Utilities.

Des Moines County shall pay Utilities Electric, gas, generator maintenance, Fire alarm monitoring, water, sewer, and garbage. The tenant is responsible for other services such as phone, internet, cable, etc.

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

9. Signs.

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

10. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises. Des Moines County shall have the right to enter upon the Leased Premises at any time for emergency purposes. Des Moines County Maintenance is the point of contact and issuant for Keys and Security Access badges/key fobs. Tenant representatives and/or tenants' employees shall agree to all terms and conditions within the Security badge/key fob and Key Agreements signed at time of issuance.

11. Parking.

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

reserved for tenants of the building.

12. **Building Rules.**

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

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

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

Smoking- Tenant, guest, or other persons under Tenant's control shall not smoke anywhere in the building. Smoking is permitted outside, in designated areas only per Iowa Smoke Free Air Act.

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

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

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

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

13. Damage and Destruction.

Subject to Section 7 above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty, or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes unless otherwise provided for in Section 7. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control, and which renders the Leased Premises, or any appurtenance thereto, inoperable, or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

14. Default.

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

TERMINATION AND AMENDMENT.

Either party to this Agreement shall have the right to terminate this Agreement for cause upon giving a ninety (90) day prior notice in writing. The first thirty (30) days after a notice of termination for cause may be used to correct and cure the causes listed in the notice, thereby rescinding the termination. "Cause" shall be defined as including, but not limited to, the following: an increase in per diem not included in the Agreement or agreed to by both parties, documented abuse in violation of rules of Department of Inspections and Appeals or state law,

or violation of the terms and conditions of this Agreement or any provision incorporated. This Agreement may be terminated immediately because of loss of license or bankruptcy. County may amend this Agreement to comply with changes in state law or policy and shall give written notice to Provider of such amendment and its effective date.

15. Quiet Possession.

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

16. Condemnation.

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

17. Subordination.

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

18. Notice.

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

If to Landlord to:
Des Moines County Auditor
513 N. Main
Burlington, Iowa 52601

If to Tenant to:
Mental Health Agency of Southeast Iowa
Attn: Ryanne Wood

910 Cottonwood Suite 1000
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.

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

BY DES MOINES COUNTY:

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

Date

Mr. Thomas Broeker, Vice-Chairman
Des Moines County Board of Supervisors

Date

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

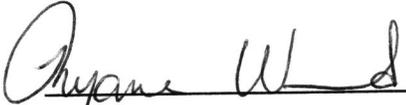
Date

ATTEST:

Ms. Sara Doty
Des Moines County Auditor

Date

Mental Health Agency of Southeast Iowa:



Ryanne Wood
Mental Health Agency of Southeast Iowa

JUN 14 2023
Date

Fiscal Agent Agreement

This agreement, by and between the Mental Health Agency of Southeast Iowa, herein called the Region, and the Des Moines County Auditor is the complete agreement between these parties as follows:

Des Moines County Auditor or Fiscal Management entity has been appointed to act as Fiscal Agent for the Region and is responsible for cash management and banking account management for the Region. The Fiscal Agent shall incur no financial obligations or liabilities under this Agreement. Actual cost invoicing for Fiscal Agent services will occur Quarterly and shall include the date the claims were paid and number of claims paid.

All Region funds shall be deposited into a combined Region account (separate of all other managed accounts/funds), as authorized by the Governing Board. The account will be a two-signature account with the Fiscal Agent, Governing Board chair and/or vice chair and Chief Executive Officer assigned as signers for the account. The Governing Board shall designate appropriate signatories for specific transactions. All revenues will be deposited into a combined Region account within 30 calendar days of receipt. All claims submitted by the Region will have a warrant issued for payment within 30-calendar days of receipt. In the event the Region 28E Agreement is terminated, and the Region is dissolved, any remaining funds will be remitted back to the Treasurer, State of Iowa upon full audit and account verification, or as otherwise directed and approved by the Iowa Department of Health and Human Services (HHS).

The Regions funds shall be managed and administered by the Fiscal Agent in compliance with the law, direction from the Governing Board and other written policies of the Region. Funds will be expended according to the Region Management Plan. The Region shall comply with Chapters 12B and 12C of the Iowa Code and Iowa Code 331.391 and 331.392 for deposit and investment of Region funds. The combined Region account shall be audited annually by a certified public accountant certified in the state of Iowa, as selected by the Fiscal Agent.

The Fiscal Agent shall establish procedures that assure maximum transparency, fiscal control, separation of duties, timeframes for processing disbursements, including specification of the required supporting documentation for disbursements, the timeframe for retention of documentation and banking reconciliation. The financial information shall segregate expenditures for administration, purchase of service and enterprise costs for which the region is a service provider or is directly billing and collecting payments and shall be identified along with other financial information in a uniform chart of accounts prescribed by the Department of Management. The Fiscal Agent shall comply with all applicable federal and state laws and regulations on confidentiality.

The Fiscal Agent shall exercise skill, reasonable care and diligence in the discharge of its duties and obligations under this Agreement, as would be expected from a skilled and experienced Fiscal Agent. The Fiscal Agent shall carry out all assigned duties in a timely and cost-effective manner and in conformity with professionally sound technical, financial and management practices requisite for successful provision of the assigned duties, and in accordance with internationally accepted accounting and financial principles and practices. The accounting system and financial reporting to the Department of Health and Human Services shall conform to the cost principles for state, local and Indian tribal governments issued by the United States office of management and budget. The Fiscal Agent shall allow authorized representatives of the Governing Board or state or federal agencies to have access to the records as is necessary to confirm compliance with the specifications of this agreement. The Fiscal Agent shall retain all books, records or other documents relevant to this agreement for a period of five (5) years after the agreement is no longer in effect after final payment or until final audit findings have been resolved, whichever is later.

The Region shall be principally responsible for the implementation of the management plan and shall be the primary authorizer of expenditures. The Governing Board shall identify in writing, the board members and personnel authorized to approve and submit payment requests to the Fiscal Agent.

The Fiscal Agent shall provide monthly financial statements to the region Chief Executive Officer and Governing Board, which shall include a cash status, monthly revenue and expenditure reports and warrants submission reports of the combined Region account for review. The Fiscal Agent may be asked to prepare additional reports from time to time, which may include timelines established by the State Auditor, Department of Management, or the Department of Health and Human Services for reporting financial and budget information in the format required by the identified state departments.

This agreement shall be amended only upon written agreement of both parties. Nothing in this agreement supersedes Federal regulations, state laws or administrative rules. In the event there is a revision of Federal regulations, state laws or administrative rules and this agreement no longer conforms to those regulations, laws or rules, all parties will review the agreement and renegotiate those items necessary to conform to the new regulations, laws or rules. Withdrawal of appointed fiscal agent may occur upon a ninety (90) day prior written notice of termination to the Region Governing Board or the appointed Fiscal Agent. The 90-day requirement can be waived upon a show of sufficient cause and no undue harm is caused to either the Region Governing Board or the appointed Fiscal Agent. In the event the Governing Board determines that it may not be in the best interest of the Region for a Fiscal Agent to continue to serve in said capacity, the Governing Board shall inform the Fiscal Agent that the Governing Board may take action to rebid the Fiscal Agent function/position prior to issuing a ninety (90) day written notice of termination.

Mental Health Agency of Southeast Iowa

Des Moines County Auditor/Fiscal Agent

Ryenne Wood
Signature

Signature

Ryenne Wood
Printed Name

Printed Name

CEO
Title

Title

JUN 15 2023
Date

Date

**MEMORANDUM OF UNDERSTANDING
REGARDING REIMBURSEMENT FROM THE
MENTAL HEALTH AGENCY OF SOUTHEAST IOWA
FOR COUNTY EMPLOYEES/OCCUPANCY/EQUIPMENT**

COME NOW the **DES MOINES** County Board of Supervisors (hereinafter "the County Board") and the Governing Board of the Mental Health Agency of Southeast Iowa (hereinafter "the Governing Board") indicate their mutual understanding as it relates to the Mental Health Agency of Southeast Iowa (hereinafter "the Region") of the following:

1. **DES MOINES** County is a member county and the County Board is a signatory to a 28E Agreement for the Mental Health Agency of Southeast Iowa.
2. The purpose of this Memorandum of Understanding is to establish an entity to provide local access to mental health and disability services for children and adults and to engage in any other related activity in which an Iowa 28E organization may lawfully be engaged, all in compliance with Senate File 2315, Division IV, Section 32, as signed into law on May 25, 2012.
3. The 28E Agreement contemplates that the Region's Chief Executive Officer, Executive Management Team / Coordinators of Disability Services (CDS), assistant support staff, and service staff will be made up of and will remain employees of the individual member counties.
4. In so doing, the 28E Agreement requires that there will be Memorandums of Understanding between the Governing Board and the individual county Boards of Supervisors that identify the individual employee, the position to be filled, and the portion of the employee's wages (as established by the Mental Health Agency of Southeast Iowa Governing Board) and employer county benefits that will be reimbursed to the county from regional funds.
5. In compliance with this provision of the 28E Agreement, Exhibit A is attached hereto, setting forth the individual **DES MOINES** County employees, the positions they fill for the region, and the portion of their wages and benefits that are to be reimbursed to **DES MOINES** County from regional funds.

6. In compliance with this provision of the 28E Agreement, Exhibit B is attached hereto, setting forth the occupancy and equipment costs that are to be reimbursed to **DES MOINES** County from regional funds.
7. Any disagreements in reimbursement amounts shall be discussed and rectified between the Governing Board and County Board of Supervisors in the same manner disputes are resolved under Section 4.8 of the regional 28E Agreement.

IN WITNESS WHEREOF, **DES MOINES** COUNTY AND THE MENTAL HEALTH AGENCY OF SOUTHEAST IOWA EXECUTES THIS MEMORANDUM OF UNDERSTANDING INCORPORATING THE ENTIRE DOCUMENT HEREIN.

**DES MOINES COUNTY
BOARD OF SUPERVISORS**

**GOVERNING BOARD OF MENTAL
HEALTH AGENCY OF SOUTHEAST
IOWA**

By: _____
Des Moines County Chairperson

By: 
Governing Board Chairperson

Signed the _____ day of _____,
2023.

Signed the 14th day of June,
2023.



THE HOWARD E. NYHART COMPANY, INC. ("NYHART")
SERVICE AGREEMENT ("AGREEMENT")

Agreement Between Nyhart, and:

Client Name: Des Moines County

Primary Contact Name: Sara Doty

Primary Contact Address: 513 N Main St.; PO Box 784

Burlington, IA 52601

Primary Contact Phone: 319-753-8710

Primary Contact Fax:

Primary Contact Email: dotys@dmcounty.com

Services to be provided by Nyhart

All services to be provided by Nyhart are subject to your full cooperation and prompt submission of complete and accurate information. Nyhart will rely on any and all information that you provide pursuant to this Agreement and on file at our office as to accuracy and completeness. Nyhart will have no responsibility to verify such information and no liability for errors or omissions as a result of relying on such information, except to the extent required by generally accepted professional standards and practices. Nyhart is not a law firm or a public accounting firm and does not provide legal or tax advice.

For the fiscal years ending June 30, 2024 and June 30, 2025, Nyhart will provide the following actuarial services:

- Data collection, review, and analysis. Feedback and commentary for inaccurate or unexpected data will be provided as necessary
- Preparation of a comprehensive annual report / actuarial valuation
- Disclosures as required by GASB 75
- Interim GASB 75 report

Fees for services provided by Nyhart

<u>Service</u>	<u>Fee</u>
Full GASB 75 actuarial update (FYE 6/30/24)	\$5,000
Interim GASB 75 actuarial update (FYE 6/30/25)	\$3,000

If a GASB results breakdown by employee groups is required additional fees will apply. The additional cost will be a 10% of project fee increase for a two group breakdowns plus an additional 1% for each extra group breakdown requested. The additional fee will be limited to 1/3 of the current year's fees.



The fee for the interim GASB 75 report will be revised if there have been any significant events subsequent to our last full update. Examples of significant events include, but are not limited to, large premium rate and enrollment changes, material benefit design amendments, and participant contribution policy modification.

Client will be invoiced prior to the beginning of the project for 50% of the estimated fees for services outlined above. Once the labor accrued towards completion of the services exceeds 50% of the estimated fees, billing will occur monthly until the completion of the project. Each invoice is due upon receipt. If any invoice remains unpaid for longer than 90 days from the date of the invoice, Nyhart may either suspend the provision of the Services until payment is received, or terminate this Agreement with immediate effect. Failure of Nyhart to exercise any remedy set forth above shall not prevent Nyhart from doing so with respect to any future unpaid invoice or taking any other actions available to Nyhart under law.

Please select the method of delivery of your invoice:

- I would like my invoice sent electronically to the primary contact's email address.
- I would like my invoice sent via regular mail to the attention of the primary contact at the address shown on the first page.

For an alternative invoice recipient, please provide their information below. If this section is left blank, we will send the invoice to the primary contact's email address on file or address shown above.

Invoice recipient name _____

Invoice recipient email address _____

Invoice recipient address _____

There will be additional fees for revisions to preliminary or final results that are due to:

- Incorrect information provided to us, typical examples include material changes to census data, changes to eligibility requirements or employer subsidies. The additional fee will be limited to 1/3 of the current year's fee for this type of revision.
- Changes to actuarial assumptions requested by the client that are expected to need more than four hours of labor to update the results. The additional fee will be based on billed labor in excess of four hours at our current hourly rates.

Additional services available if requested by Client

In addition to GASB 75 services, Nyhart offers the following additional services. Fee estimates will be provided upon request. Please visit www.nyhart.com or contact your Nyhart consultant for more information.

- Health Care Reform financial impact consulting
- Actuarial Value and Minimum Value determination
- Section 105(h) non-discrimination testing
- Iowa 509A actuarial certification
- Calculation of self-funded and COBRA premium rates
- Incurred But Not Reported (IBNR) Reserve calculations
- Medicare Part D Attestation
- What-if Modeling for health plan design and carrier changes
- Defined Benefit & Pension consulting and administration
- Defined Contribution, 401(k) & 403(b)
- Flex Accounts – FSA, HRA, & HSA consulting and administration

Relationship of the Parties

The legal relationship between Client and Nyhart shall be exclusively that of principal and agent. The parties hereto specifically agree and acknowledge that Nyhart shall not:

- Have discretionary authority over any aspect of the Plan;
- Be a fiduciary;
- Be responsible for ensuring that the Plan complies with any requirement to which the Plan is subject, or be liable to the Plan, Client, or any person if the Plan fails to comply with any such requirement;
- Have any duty or authority to enforce the payment of any contribution owed under the Plan;
- Be responsible for the adequacy of the trust established as part of the Plan, or be liable for any benefits owed under the Plan;
- Exercise discretion as to any Plan function; or
- Have any obligation to perform any service not specified in this Agreement or otherwise agreed to in writing by the parties (regardless of whether such service may be considered “customary” services to be provided by Nyhart).

Client agrees that Nyhart shall use all information and data supplied by or on behalf of the Client without having independently verified the accuracy or completeness of it except to the extent required by generally accepted professional standards and practices. If any documentation or information supplied to Nyhart at any time is incomplete, inaccurate or not up-to-date, or its provision is unreasonably delayed, Nyhart will not be responsible for any delays or liability arising therefrom, and will be entitled to charge the Client in respect of any resulting additional work actually carried out.

The Client further understands that the failure to provide, or cause to provide, complete, accurate, up-to-date, and timely documentation and information to Nyhart, whether intentional or by error, could result in an impairment of Nyhart’s services.

Client Responsibilities and Representations

The Client has general responsibilities with respect to the Plan, including

- Providing all information required by Nyhart to perform its services under this Agreement on a timely basis;
- Serving as fiduciary for the Plan;
- Communicating Plan details to employees and answering employee questions;
- Ensuring adequate funding of the Plan; and
- Authorizing plan disbursements and ensuring accuracy of information provided.

Dispute Resolution

Nyhart and Client agree that before commencing any action or proceeding with respect to any dispute between the parties arising out of or relating to this Agreement or the Services they first shall attempt to settle such dispute through consultation and negotiation in good faith and in a spirit of mutual cooperation. Any such dispute will be submitted in writing to a panel of one (1) senior executive or official of each of Nyhart and Client, who will promptly meet and confer in an effort to resolve such dispute. Each party’s representative will be identified by notice to the other, and may be changed at any time thereafter by notice to the other. Any mutually agreed decisions of the executives will be final and binding on the parties. In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, either party may then refer such dispute to mediation by a mutually acceptable mediator to be chosen by Nyhart and Client within forty-five (45) days after written notice by either party demanding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. All communications and discussions in



furtherance of this paragraph shall be treated as confidential settlement negotiations, which are not subject to discovery. The costs of the mediator shall be shared equally, but each party shall pay its own attorneys' fees.

Any dispute which cannot be resolved between the parties through negotiation, mediation or other form of alternative dispute resolution within six months of the date of the initial demand for mediation by one of the parties may then be submitted to a court of competent jurisdiction. To facilitate an expeditious and economical judicial resolution of such dispute, Nyhart and Client agree to waive and not to demand a trial by jury, and not to include any employee, officer, director or trustee of either as a party, in any action, proceeding or counterclaim relating to such dispute. Nothing in this section will prevent either party from resorting to judicial proceedings if interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others. Any claim, action or proceeding against Nyhart will be barred unless Client initiates the dispute resolution procedures outlined below within one year of first discovering the act, error or omission that is the basis for such claim.

Indemnification and Limitation of Liability

The liability of Nyhart, in tort, contract or otherwise, to Client, a Plan and the officers, directors, trustees, employees or shareholders of any of them, and to any other third party, for all claims arising in connection with or contributed to by this Agreement and the Services (including without limitation multiple claims arising out of or based upon the same act, error or omission, or series of continuous, interrelated or repeated acts, errors or omissions) shall not include loss of profit or incidental, consequential, indirect, punitive or similar damages and shall be further limited to the amount of fees for Services received by Nyhart under this Agreement for the twelve (12) months immediately preceding the act, error or omission upon which such liability is based. Nothing in this paragraph shall apply to any liability which has been finally determined to have arisen from willful misconduct or fraud on the part of Nyhart or which cannot lawfully be limited, modified or excluded.

Client shall indemnify Nyhart from and against any and all claim, loss, liability or damage (including attorney's fees) which Nyhart may incur by reason of its good faith service delivery to Client.

Nyhart shall indemnify the Client from and against any and all claim, loss, liability or damage (including attorney's fees) which the Client may incur: (i) arising out of any material breach by Nyhart of any of its material obligations, representations or warranties contained in this Agreement; or (ii) arising out of Nyhart's negligence, gross negligence or willful, fraudulent, or criminal misconduct associated with its performance of services under this Agreement. The parties further recognize that clerical errors and variations may occur. When discovered, they will be corrected or adjusted by Nyhart, in accordance with its normal procedures, to the extent reasonable and possible.



Acceptance

The items and conditions of this Agreement are agreed to and accepted by Client on behalf of the Plan. This Agreement is effective only when signed by all parties.

Des Moines County

By: _____
Printed Name: _____
Date: _____

Nyhart

By: _____
Printed Name: _____
Date: _____

RESOLUTION #2023-032
APPROPRIATE FUNDS TO OPERATE COUNTY OFFICES AND DEPARTMENTS FOR
FISCAL YEAR 2024

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 2024.

THEREFORE BE IT RESOLVED, that the Board of Supervisors do hereby authorize the appropriations for Fiscal year 2024 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, 2023.

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, 2024.

SCHEDULE A

DEPT #	DEPARTMENT	BUDGET 2023-2024
01	Board of Supervisors	152,752
02	Auditor & Elections	615,283
03	Treasurer	889,325
04	Attorney	1,713,538
05	Sheriff	3,430,440
06	Clerk of Court	526,257
07	Recorder	351,430
08	Pioneer Cemetery Commission	36,050
11	Solid Waste	166,000
12	Road Clearing	35,000
13	Drug Seizure Program	0
14	Land Use Development	57,000
20	Secondary Roads	7,570,910
21	Veterans Affairs	110,921
22	Conservation	1,414,765
23	Local Health	1,137,113
25	Human Services/Social Services	312,796
28	Medical Examiner	242,600
29	Jail	2,956,052
33	G.I.S.	283,524
50	E911	133,060
51	Courthouse Maintenance	1,639,843
52	Information Technology	926,863
60	MH/DS & Case Management	370,744
63	Fairgrounds	80,000
69	County Assessor	653,707
70	Emergency Management	\$4,182,768
71	DesCom	\$1,137,861
00	SEU	\$11,091,042

RESOLUTION #2023-032
APPROPRIATE FUNDS TO OPERATE COUNTY OFFICES AND DEPARTMENTS FOR
FISCAL YEAR 2024

Balancing Appropriations to Budget

Appropriations	53,342,933
Less: Assessor	653,707
Less: E-911	133,060
Less: Em. Mgmt.	4,182,768
Plus: County Em. Mgmt./DESCOM/Hazmat	1,380,130
Less: DesCom	1,137,861
Less: SEIL	11,091,042
 Total County Appropriations	 <u><u>37,524,625</u></u>

RESOLUTION #2023-032
APPROPRIATE FUNDS TO OPERATE COUNTY OFFICES AND DEPARTMENTS FOR
FISCAL YEAR 2024

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 2024.

THEREFORE BE IT RESOLVED, that the Board of Supervisors do hereby authorize the appropriations for Fiscal year 2024 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, 2023.

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, 2024.

SCHEDULE A

<u>DEPT #</u>	<u>DEPARTMENT</u>	<u>BUDGET 2023-2024</u>
01	Board of Supervisors	152,752
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03	Treasurer	889,325
04	Attorney	1,713,538
05	Sheriff	3,430,440
06	Clerk of Court	526,257
07	Recorder	351,430
08	Pioneer Cemetery Commission	36,050
11	Solid Waste	166,000
12	Road Clearing	35,000
13	Drug Seizure Program	0
14	Land Use Development	57,000
20	Secondary Roads	7,570,910
21	Veterans Affairs	110,921
22	Conservation	1,414,765
23	Local Health	1,137,113
25	Human Services/Social Services	312,796
28	Medical Examiner	242,600
29	Jail	2,956,052
33	G.I.S.	283,524
50	E911	133,060
51	Courthouse Maintenance	1,639,843
52	Information Technology	926,863
60	MH/DS & Case Management	370,744
63	Fairgrounds	80,000
69	County Assessor	653,707
70	Emergency Management	\$4,182,768
71	DesCom	\$1,137,861

RESOLUTION #2023-032
APPROPRIATE FUNDS TO OPERATE COUNTY OFFICES AND DEPARTMENTS FOR
FISCAL YEAR 2024

Balancing Appropriations to Budget

Appropriations	53,342,933
Less: Assessor	653,707
Less: E-911	133,060
Less: Em. Mgmt.	4,182,768
Plus: County Em. Mgmt./DESCOM/Hazmat	1,380,130
Less: DesCom	1,137,861
Less: SEIL	11,091,042
Total County Appropriations	<u><u>37,524,625</u></u>

NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: TEEL, Breanna Employee #: J164
Title: Correctional Officer-Full Time Department: Correctional Center

STATUS CHANGES

TERMINATION

TRANSFER

- | | | | |
|--------------------------------------|---|------------------------------------|--------------------------------------|
| <input type="checkbox"/> Resignation | <input type="checkbox"/> Unsatisfactory Probation | <input type="checkbox"/> Permanent | <input type="checkbox"/> Voluntary |
| <input type="checkbox"/> Discharge | <input type="checkbox"/> Death | <input type="checkbox"/> Temporary | <input type="checkbox"/> Involuntary |
| <input type="checkbox"/> Retirement | <input type="checkbox"/> Other, Explain | | |

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

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

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

LAY OFF

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

LEAVE OF ABSENCE

SALARY ADJUSTMENT

- | | | | |
|---|--------------------------------------|---|---|
| <input type="checkbox"/> Maternity | <input type="checkbox"/> Educational | <input type="checkbox"/> Reclassification | <input type="checkbox"/> Demotion |
| <input type="checkbox"/> Medical | <input type="checkbox"/> Military | <input type="checkbox"/> Anniversary | <input type="checkbox"/> Reducation |
| <input type="checkbox"/> Other, Explain | | <input type="checkbox"/> Promotion | <input type="checkbox"/> Suspension |
| | | <input type="checkbox"/> Probationary | <input type="checkbox"/> Other, Explain |

Dates of Absence _____ to _____

Does the employee Want
Health Insurance Continued Yes No Previous Rate \$0.00/yr New Rate \$41,362.40/yr
Does Employee Want Life
Insurance Continued Yes No Previous Job Title: (if changed) _____
Effective Date: June 26, 2023

Authorized by: /s/ Colter J. Levinson Department: Correction. Center Date: June 12, 2023
Authorized by: _____ Department: _____ Date: _____

Pay Period Ending: _____ Payroll Date: _____

June 13, 2023

The Des Moines County Board of Supervisors met in regular session at the Court House in Burlington at 9 AM on Tuesday, June 13, 2023, with Chair Shane McCampbell and Member Jim Cary present. Vice-Chair Tom Broeker was present 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: Safety Director Angela Vaughan stated her office is busy. County Recorder Natalie Steffener reported she is busy preparing for the upcoming Recorder's School she is hosting the remainder of the week at Fun City. The DNR has made an increase in their fees beginning July 1. SEIL CDS Director Ken Hyndman reported the Region has a meeting tomorrow in Fairfield for Mental Health Agency of Southeast Iowa. County Treasurer Janelle Nalley-Londquist stated the last day for tax payments in the Treasurer's Office is this Friday at 4:30 P.M. Monday, June 19th they will hold their annual tax sale. Conservation Director Chris Lee stated Summer Camp started yesterday at Starr's Cave. Assistant Land Use Administrator Jarred Lassiter reported they have a couple subdivisions out for review and are staying busy. County Attorney Lisa Schaeffer reported her office is very busy. She has a couple Assistant County Attorneys at the Spring Conference in Okoboji this week. Sheriff Kevin Glendening reported his Deputies have been very busy as well. The jail population is 94. County Auditor Sara Doty reported her office is busy. Next week, she and Cheryl McVey will be attending the ISACA Conference in Des Moines. County Engineer Brian Carter attended a DOT Meeting this morning. The Highway 99 project will begin Monday. There will be full closure for traffic on Highway 99. Golf Course Road will be closed at some point during the project but not right away.

No correspondence was received.

Approval of Payroll Reimbursement Claims in the amount of \$2,485.73 was presented. Cary made a motion to approve and was seconded by Broeker.

Approval of the Memorandum of Understanding with Community Action of Southeast Iowa for General Assistance was presented. Lisa Nafziger, Neighborhood Center Director with Community Action of Southeast Iowa spoke on this. Broeker made a motion to approve and was seconded by Cary.

Approval of Resolution #2023-031 Establishing an Administrator for the General Assistance Program was presented. Cary made a motion to approve and was seconded by Broeker.

INSERT RESOLUTION #2023-031

Approval of a Request for Suspension of Taxes on Parcel 16-05-240-016 was presented. Cary made a motion to approve and was seconded by Broeker.

Personnel Actions – Sheriff – Theresa Tripp, Administrative Assistant, 6-month step increase, new rate of \$45,785.31 yearly, effective 6/12/23; Brandon McLeland, Deputy, 36-month step increase, new rate of \$65,164.87 yearly, effective 3/8/23. Broeker made a motion to approve both personnel actions and was seconded by Cary. DESCOM – Coleton Zahner, Telecommunicator 1, moving to Step D, new rate of \$26.15 hourly effective 6/1/23; Kathy Houlton, Part Time Telecommunicator 1, moving to Step C per contract. New rate of \$25.52 hourly effective 6/5/23; Caili Rodeffer, Telecommunicator 1, resignation effective 6/2/23. Broeker made a motion to approve all three personnel actions and was seconded by Cary.

Reports received and filed in the Auditor's Office:
Clerk's Report of Fees Collected, May 2023

Cary motioned to approve the June 6, 2023, regular meeting minutes and seconded by Broeker.

Tracie Gibler, Public Affairs Manager at Navigator CO2 was present wanting to introduce herself and let the County know she is here to answer any questions we may have about the pipeline project as it moves along.

The meeting was adjourned at 9:26 AM.

Following the meeting a project tour was held with County Engineer Brian Carter.

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

Shane McCampbell, Chair
Attest: Sara Doty, Auditor