

## **\*\*AMENDED\*\* OFFICIAL NOTICE**

The Des Moines County Board of Supervisors will hold a regular session on **Tuesday, June 17<sup>th</sup>, 2025** at 9:00 A.M. in the public meeting room at the Des Moines County Courthouse.

8:30 AM -Work Session: Board of Supervisors: Review of Weekly Business

**PUBLIC NOTICE** – the meeting can be viewed by live stream at <https://desmoinescounty.iowa.gov/live/> Anyone with questions during the meeting may email the Board of Supervisors at [board@dmcounty.com](mailto:board@dmcounty.com) OR call 319-753-8203, Ext 4

### **TENTATIVE AGENDA:**

1. Pledge of Allegiance
2. Changes to Tentative Agenda
3. Meet with Department Heads / Elected Officials
4. Correspondence
5. Discussion / Vote:
  - A. Accounts Payable Claims
  - B. MOU from Iowa Department of Management Referencing CrowdStrike Security Software
  - C. Cigarette Permit – River Mart
  - D. Class C Liquor License – Barn on the Ridge – June 27<sup>th</sup>, 2025
  - E. Resolution #2025-032 - 3 Month Wind Moratorium
  - F. \*Approval of FY26 ICAP Insurance Renewal
  - G. Personnel Actions:
    1. County Attorney (1)
    2. Correctional Center (1)
    3. Auditor (1)
    4. Sheriff (1)
    5. Local Health (1)
  - H. Reports:
    1. Clerk's Report of Fees Collected, May 2025
  - I. Minutes for Regular Meeting on June 10<sup>th</sup>, 2025
6. Other Business
7. Future Agenda Items
8. Committee Reports
9. Public Input
10. Adjournment

Work Session Following the Meeting:

BOS / County Attorney / SEIRPC

RE: Wind Ordinance – Permitting, Decommissioning, Insurance, and Bonding

BOS/County Engineer

RE: Project Tour

# Accounts Payable Claims

06/17/2025 MEETING

\$587,824.56

Checks

\$74,849.26

Wire Transfer Pmnt

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**\$662,673.82**

**GRAND TOTAL**



Department of  
Management

State of Iowa Agreement  
Agreement Declaration and Execution

1. Agreement – General Information and Term		
Agreement #	2025-MOU-7435	
Title of Agreement (“Agreement” or “MOU”)	Enhanced Security Services	
Start Date	3/1/2025 or Date of Last Signature	
End Date	June 30, 2026	
Number of Renewals	0	
2. Customer Information		
Customer Name (hereafter “Customer”):	Des Moines County	
Address:	<u>Main Address:</u>  Des Moines County, Iowa 513 N Main St. Burlington, IA 52601	<u>Contact:</u>  dmcinfotech@dmcounty.com
3. Agency Information		
Issuer:	State of Iowa, Department of Management (“DOM”)	
Deputy Chief Information Security Officer (Deputy CISO):	Rick Groom	rick.groom@dom.iowa.gov 515-348-6169
Addresses:	<u>Contact and Billing Address:</u>  Dept of Management Attn: Business Services 200 E. Grand Avenue, Ste.100 Des Moines, IA 50309  E: <a href="mailto:ITContracts@dom.iowa.gov">ITContracts@dom.iowa.gov</a>	<u>Main and Formal Notices Address:</u>  Iowa Department of Management Attn: Office of General Counsel 1007 E Grand Ave G13 Des Moines, IA 50319  email: <a href="mailto:domlegalnotices@iowa.gov">domlegalnotices@iowa.gov</a>
4. Master Agreement Summary		
<p>Through this Agreement, entered into pursuant to authority under Iowa Code chapter 8, DOM will make Information Technology Services available to the Customer, including services designed to guard against cyber-attacks that could adversely impact Customer’s ability to deliver mission-critical services, threaten lifeline critical infrastructure, or otherwise negatively impact the public health, safety, and welfare. This Agreement establishes the terms and conditions pursuant to which DOM provides these Enhanced Security Services (“ESS”). This includes the current Endpoint Detection and Response (“EDR”) software used to secure devices. This Agreement supersedes and replaces any pre-existing Agreement between the parties for the provision of similar services.</p>		



## State of Iowa Agreement Agreement Declaration and Execution

### 5. Terms & Conditions

1. This Agreement and all attachments and external documents identified below are incorporated by this reference and together comprise the terms and conditions governing the relationship between the Parties, to be interpreted in the following order of precedence:
  - A. The following terms are incorporated by reference:
    - i. The IRS Publication 1075 Exhibit 7, which may be updated from time to time to conform with applicable laws, a current version of which is available at: <https://dom.iowa.gov/media/302>;
    - ii. The IT Business Associate Agreement ("BAA"), which may be updated from time to time to conform with applicable federal laws, a current version of which is available at: <https://dom.iowa.gov/media/300>;
    - iii. IT Qualified Service Organization document, available at: <https://dom.iowa.gov/media/301>;
    - iv. CJIS Security Policy, available at: <https://le.fbi.gov/cjis-division/cjis-security-policy-resource-center>
  - B. The text of this Agreement;
  - C. Any Attachment or Exhibit to this Agreement;
  - D. General Terms for Cybersecurity Services, available at: <https://dom.iowa.gov/media/304>;
2. **Amendment of Attachments.** Attachments may be amended from time to time. Updated versions of the attachment will be posted at <https://dom.iowa.gov/state-government/information-technology/contracts-sourcing-and-vendor-management> and electronic notice of the amended attachment will be provided to the Customer. The Customer shall be deemed to have accepted the updated Attachment unless the Customer provides notice of its non-acceptance in accordance with the Notice provisions of the Agreement within thirty (30) days.
3. **Term and Termination.** The term of this Agreement shall be as stated in the table above unless terminated earlier in accordance with this provision. This Agreement will begin on the Start Date and expire on the End Date unless otherwise terminated by the parties as set forth below:
  - A. **Termination by Customer.** This Agreement is non-cancellable during the Term.
  - B. **Termination by DOM.** DOM may terminate this Agreement upon ninety (90) days' notice with or without cause. Noncompliance with the terms in Attachment B may result in immediate termination of this Agreement
  - C. **Effect of Termination.** Effective immediately upon notice of termination, the Customer agrees to uninstall any and all Third Party software installed on the Customer's devices pursuant to this Agreement. DOM will cease monitoring the Customer's environment thirty (30) days after the notice of Termination or upon expiration of this Agreement, whichever is earlier.
4. **Services & Pricing.** The goods and services provided pursuant to this Agreement are set forth in Attachment A.
  - A. **Pricing.** There is no cost associated with the provision of services described hereunder.





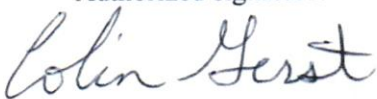
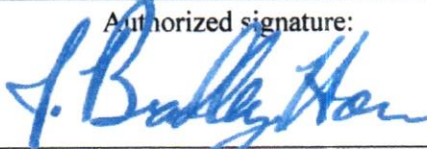
Department of  
Management

## State of Iowa Agreement Agreement Declaration and Execution

- B. Authorized Utilization.** The Customer is entitled to install EDR software on Customer devices up to the number of authorized installations identified in Attachment A.
- i. Additional Installations.** Absent an amendment, the Customer may not exceed the not-to-exceed installation number. Please contact the Deputy CISO at the DOM Notice Email Address to receive the Installation Change Order Form.
- ii. Reducing Installations.** Authorized Installations may be reduced during the term of the Agreement. In the event of reductions in Authorized Installations, the Customer must notify DOM within 30 days. Please contact the Deputy CISO at the DOM Notice Email Address to receive the Installation Change Order Form.

### 6. Signatures

**IN WITNESS WHEREOF**, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties have caused their respective duly authorized representatives to execute this Agreement, which is effective as the latest date shown: THE "START DATE" OR THE DATE BELOW SIGNED BY THE STATE OF IOWA.

Customer Name	State of Iowa
Des Moines County	Department of Management
Authorized signature: 	Authorized signature: 
Date: 02/18/25	Date: May 8, 2025
Printed Name: Colin Gerst	Printed Name: Brad Horn
Title: IT Director	Title: Department of Management General Counsel
Address: Des Moines County Courthouse 513 N Main St Burlington, IA 52601	Address: Iowa Department of Management 200 E. Grand Avenue, Ste.100 Des Moines, IA 50309
Email: gerstc@dmcounty.com	Email: brad.horn@dom.iowa.gov

## Attachment A: Services & Pricing

### List of Goods and/or Services Provided to Customer

Service: Enhanced Security Services

- 24/7 Security Operations Center monitoring
- EDR software

Authorized Installations: **260**

Category: Security

Description: This service will provide next-generation Endpoint Detection and Response (EDR) for managed endpoints, including PCs, servers, and other devices. The EDR platform is designed to prevent a wide range of known and unknown malware and threats and to provide protection from such threats. Further, it provides the ability to investigate and remediate incidents that evade protection controls. Additionally, this service includes 24x7 around-the-clock security monitoring and incident response positioned to appropriately respond to cybersecurity threats against the protected endpoints.

For Customers who are counties: Pursuant to Iowa Code section 47.1(8) and Iowa Admin. Code rule 721-29.4(4), county auditor offices must participate in DOM cybersecurity services. Other county offices may participate in the same services but are not compelled to do so.



## **Attachment B: Obligations of the Parties**

### **Through this Agreement, Customer agrees to:**

1. Install the EDR software on other Customer-issued devices up to the Authorized Installations as referenced in Attachment A. If the Customer is a County Auditor's office, install the EDR software on all county-issued devices in the County Auditor's office.
2. Install the EDR software only on operating systems that are officially supported by the selected EDR software.
3. Inquire with the DOM Security Operations Center ("SOC") to confirm that, for each installation, the SOC can see the computer on the SOC monitoring tools. Inquiries must be by email sent to: [soc@iowa.gov](mailto:soc@iowa.gov).
4. Assist DOM staff in evaluating EDR logs during the phased implementation of the EDR tool and remediating identified issues.
5. Evaluate installation reports provided periodically by DOM throughout the Term to ensure that appropriate devices in Customer facilities are protected with EDR software.
6. Work with DOM staff to respond to security incidents by providing information or access as necessary to ensure they are fully addressed and remediated.
7. Uninstall DOM-provided EDR software at the end of the Agreement or as otherwise directed by DOM.

### **Through this Agreement, DOM agrees to:**

1. Provide EDR software to Customer so that Customer can install the EDR tool on all devices in the County Auditor's office and up to the Authorized Installations referenced in Attachment A.
2. Respond to Customer inquiries concerning the installed status of EDR software on specific devices.
3. Provide logs to the Customer during the phased implementation of the EDR software and consult with the Customer concerning the logs to either provide guidance on the remediation of log entries or to whitelist the activity within the EDR monitoring tool.
4. Provide installation reports to Customer at least yearly so that Customer can determine whether or not EDR software is installed within Customer facilities up to the Authorized Installations referenced in Attachment A.
5. Work with Customer staff on an ongoing basis to evaluate security incidents identified by the EDR tool or otherwise.
6. Work with Customer staff in response to any security breach identified to provide Customer the necessary information and guidance so that Customer can respond to and remediate any security breach. This Agreement does not cover additional response and remediation services offered by DOM, which may be offered through a separate agreement.
7. Support the customer in the uninstallation process.



## Attachment C: General Terms and Conditions for Cybersecurity Services

These General Terms and Conditions are part of the MOU for Enhanced Security Services (“ESS”) between DOM and Customer. In the event of a conflict or inconsistency between the terms and conditions set forth here and those set forth in the MOU CD&E, the terms and conditions in the MOU CD&E shall take precedence.

1. **Definitions.** Unless otherwise specifically defined in the MOU, all capitalized terms used herein shall have the meanings ascribed to them under Iowa Code chapter 8 and corresponding implementing rules found in Iowa Administrative Code chapter 129. In addition, the following terms shall have the following meanings:
  - 1.1. **“Authorized Contractor(s)”** means independent contractors, consultants, or other Third Parties used by DOM to provide ESS.
  - 1.2. **“Confidential Information”** means, subject to any applicable federal, State, or local laws and regulations, including Iowa Code Chapter 22, any information disclosed by either Party (**“Disclosing Party”**) to the other Party (**“Receiving Party”**) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the Parties, exercising reasonable business judgment, to be confidential. Confidential Information does not include any information that: (i) was rightfully in the possession of the Receiving Party from a source other than the Disclosing Party prior to the time of disclosure of the information by the Disclosing Party to the Receiving Party; (ii) was known to the Receiving Party prior to the disclosure of the information by the Disclosing Party; (iii) was disclosed to the Receiving Party without restriction by an independent Third Party having a legal right to disclose the information; (iv) is in the public domain or shall have become publicly available other than as a result of disclosure by the Receiving Party in violation of this MOU or in breach of any other agreement with the Disclosing Party; (v) is independently developed by the Receiving Party without any reliance on Confidential Information disclosed by the Disclosing Party; (vi) is disclosed in accordance with the terms of the MOU; or (vii) is disclosed by the Receiving Party with the written consent of the Disclosing Party. Subject to the foregoing exclusions, Confidential Information includes Customer Data.
  - 1.3. **“Customer Data”** means all Customer data or information accessed by DOM or disclosed to DOM in connection with this MOU, including **“System Data”** such as security or software logs, system event information, system audit logs and records, and other similar information, and **“User Data”** such as files, database entries, or electronic records created by end users for governmental or business purposes.
  - 1.4. **“Customer Systems”** means Customer’s websites, applications, databases, data centers, servers, networks, desktops, endpoints, or any other like systems or equipment that are monitored, assessed, defended, or otherwise accessed by DOM in the performance of the ESS. Customer Systems may be more fully described in an exhibit to the MOU.
  - 1.5. **“Endpoint Detection and Response” or “EDR”** means an endpoint security solution that continuously monitors end-user devices to detect and respond to cyber threats like ransomware and malware.
  - 1.6. **“Enhanced Security Services” or “ESS” or “Services”** means the security services or any related services offered and provided by DOM, by and through the Security Operations Center, designed to assist governmental entities in the State of Iowa in safeguarding against unauthorized access, disclosure, theft, or modification of or to government systems and data; and preventing, detecting, and responding to Security Incidents, Security Breaches, and other significant cyber events. Enhanced Security Services may be more fully set forth in an Exhibit to the MOU.



- 1.7. **"DOM-Supplied Tools"** means any hardware, equipment, software, applications, or tools used by DOM to interface with or connect to Customer Systems; that host, store, process, or transmit Customer Data; or that are otherwise used by DOM in connection with provisioning ESS.
- 1.8. **"Security Incident"** means an occurrence that jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies. **"Security Incident"** shall also be deemed to include any breach of security, confidentiality, or privacy as defined by any applicable law, rule, regulation, or order.
- 1.9. **"Security Operations Center" or "SOC"** means the State of Iowa's dedicated unit from which Customer Systems and Customer Data are monitored and assessed to detect Security Incidents.
- 1.10. **"Third Party"** means a person or entity not a party to this MOU.
2. **Brokered I.T. Devices and Services.** In addition to or in lieu of the Services or DOM-Supplied Tools provided by DOM by more direct means hereunder, DOM may enter into Information Technology Master Agreements with Information Technology vendors pursuant to which Customer may purchase Information Technology Devices or Services intended to enhance Customer's overall security posture and readiness. Where Customer purchases Information Technology Devices and Services pursuant to an Information Technology Master Agreement made available by DOM, such purchase shall constitute a separate, distinct, and independent contract between Customer and the applicable Vendor; Customer shall be solely responsible for any payments due and duties and obligations otherwise owed such Vendor under such agreement. In addition, DOM bears no obligation or liability for Customer's losses, liabilities, or obligations, including Vendor's failure to perform, arising out of or relating in any way to such purchase.
3. **Customer's Responsibilities.** Customer is responsible for:
  - 3.1. Obtaining and installing any hardware, equipment, software, applications, or tools, including Third-Party Cloud Services, to enable DOM to provide the ESS hereunder. DOM will work to provide Customer with DOM-Supplied Tools where possible, but where it is unable to do so or unable to obtain funding to do so, Customer may be responsible for doing so at Customer's own cost or expense, or have to forego the ESS provided hereunder or aspects thereof.
  - 3.2. Granting and facilitating DOM access to any Customer Systems or facilities as is necessary for DOM to install or connect any DOM-Supplied Tools to provide ESS.
  - 3.3. Working collaboratively with DOM, including providing appropriate staff to attend meetings and to address matters related to this MOU and DOM's provision of ESS.
  - 3.4. Identifying Customer's point of contact who DOM should notify during normal business hours and off hours in the event DOM identifies a Security Incident, Security Breach, or other significant cyber event that may impact or involve Customer Systems or Customer Data.
  - 3.5. Identifying under what circumstances, if any, DOM may act, unilaterally and without prior approval, to contain a Security Incident, Security Breach, or other significant cyber event that may impact or involve Customer Systems or Customer Data, or under what circumstances DOM must obtain prior approval from Customer prior to containing such event.



- 3.6. Determining whether a Security Incident, Security Breach, or other cyber event reported to the Customer by DOM constitutes a Security Breach or other privacy or confidentiality violation or event for purposes of any reporting, notification, or other obligations that may be required by applicable law, rule, or regulation.
- 3.7. Reporting any Security Incident, Security Breach, or other cyber event to appropriate law enforcement or other relevant authority and notifying any consumers or other adversely affected individuals as may be required by applicable law, rule, or regulation.
- 3.8. Conducting forensic investigations that may be necessary to determine the full scope or impact of a Security Incident, Security Breach, or other cyber event. Generally, ESS provided by DOM do not include forensic investigations, although DOM may assist Customer in identifying Third Parties who are qualified to provide such services.
- 3.9. Refraining from the Misuse of the Services or DOM-Supplied Tools provided or performed by DOM. Each of the following constitutes a “**Misuse**” for purposes of this MOU:
  - 3.9.1. Using the Services or DOM-Supplied Tools in a manner that is inconsistent with DOM’s directions or instructions.
  - 3.9.2. Using the Services or DOM-Supplied Tools in a manner that is inconsistent with any applicable Third-Party license agreement or terms and conditions governing the use thereof.
  - 3.9.3. Indirectly providing the Services or DOM-Supplied Tools to unauthorized Third Parties, including through a service bureau or other like arrangement.
  - 3.9.4. Using DOM’s Services or DOM-Supplied Tools in a manner that infringes, violates, or misappropriates any patent, trademark, copyright, trade dress, trade secret, or any other intellectual property right or proprietary right of DOM, the State, or any Third Party.
  - 3.9.5. Using the Services or DOM-Supplied Tools in a manner that is inconsistent with or violates applicable law, rule, or regulation.
  - 3.9.6. Using the Services or DOM-Supplied Tools in a manner that does not directly further the Customer’s governmental objectives.

#### **4. Information Exchanges, Third-Party Access, and Cloud Storage/Processing.**

- 4.1. *Information Exchanges.* The SOC exchanges security incident information and analysis with a variety of Third Parties, including federal, state, and not-for-profit cybersecurity organizations such as the United States Department of Homeland Security, Iowa Homeland Security & Emergency Management, the Iowa National Guard, Iowa Secretary of State, and Multi-State Information Sharing and Analysis Center (MS-ISAC). By entering into this MOU, Customer consents to these information exchanges.
- 4.2. *Third-Party SOC Access.* DOM may grant access to the SOC to certain Third Parties to enable these Third Parties to monitor Customer Systems and Customer Data in furtherance of the Third Party’s official duties. For example, in connection with an election, DOM may grant the Iowa National Guard, operating in accordance with an active-duty order, access to the SOC to monitor Customer Systems that may be utilized or involved in facilitating election-related processes. As another example, DOM may grant the U.S. Department of Homeland Security access and connection to the SOC to conduct certain vulnerability assessments. Customer consents to such Third Party’s access to the SOC and Third-Party monitoring of Customer Systems and view or access Customer System Data to perform their official



duties. Customer's User Data will only be accessed as necessary for Third Parties to perform their official duties.

- 4.3. *Cloud Storage/Processing.* Some of the DOM-Supplied Tools utilized by DOM in providing the Services under this MOU include Third-Party Cloud Services. Customer consents to DOM's use of Third-Party Cloud Services to supply the Services contemplated hereunder, acknowledging that such Third-Party Cloud Services may host, store, process, or transmit Customer Data.

## 5. Confidentiality.

- 5.1. *DOM's Treatment of Customer's Confidential Information.* DOM will implement and maintain reasonable and appropriate security measures to safeguard against unauthorized access, disclosure, theft, or modification of Confidential Information and will require the same of any Third Parties used in provisioning the Services or DOM-Supplied Tools hereunder.
- 5.2. *Customer's Treatment of DOM or Third-Party Confidential Information.* DOM Confidential Information, as well as Confidential Information of Third parties used by DOM in connection with ESS shall at all times remain the property of DOM or applicable Third Party, and DOM or applicable Third Party shall retain exclusive rights thereto and ownership thereof. Customer may have access to such Confidential Information solely to the extent reasonably necessary to use the Services provided under this MOU. Customer shall hold such Confidential Information in confidence. Customer shall not gather, store, log, archive, use, or otherwise retain such Confidential Information in any manner other than as expressly authorized or contemplated by this MOU and will not disclose, distribute, sell, commercially or politically exploit, share, rent, assign, lease, or otherwise transfer or disseminate such Confidential Information to any Third Party, except as expressly permitted hereunder or as expressly approved by DOM in writing. Customer will immediately report the unauthorized access to or disclosure of such Confidential Information to DOM. Customer may be required to return and destroy, and provide proof of such return or destruction, such Confidential Information to DOM upon the expiration or termination of this MOU, as directed by DOM.
- 5.3. *Compelled Disclosures.* To the extent required by applicable law, the Receiving Party may disclose Confidential Information to a Third Party, subject to the following conditions:
  - 5.3.1. To the extent allowed by applicable law, as soon as becoming aware of a compelled disclosure of Confidential Information and no less than five (5) business days prior to disclosing Confidential Information pursuant thereto, the Receiving Party will notify the Disclosing Party in writing, specifying the nature of and circumstances surrounding the contemplated disclosure, and forward any applicable source material, such as process or subpoena, to the Disclosing Party for its review.
  - 5.3.2. The Receiving Party will consult with the Disclosing Party on the advisability of taking steps to resist or narrow any required response or disclosure.
  - 5.3.3. The Receiving Party will use best efforts not to release Confidential Information pending the outcome of any measures taken by the Disclosing Party to contest, oppose, or otherwise seek to limit such disclosure by the Receiving Party and the Receiving Party will cooperate with the Disclosing Party regarding such efforts.
  - 5.3.4. Solely the extent the Receiving Party is required to disclose Confidential Information to a Third Party, the Receiving Party will furnish only such portion or aspect of Confidential Information as it is required to disclose and will exercise reasonable efforts to obtain an order



or other reliable assurances that any Confidential Information disclosed will be held in confidence by any Third Party to which it is disclosed.

Notwithstanding any such compelled disclosure by the Receiving Party, such compelled disclosure will not otherwise affect the Receiving Party's obligations hereunder with respect to Confidential Information ultimately disclosed to a Third Party.

- 5.4. *Non-Exclusive Equitable Remedy.* Each Party acknowledges and agrees that due to the unique nature of Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, and therefore, that upon any such breach or any threat thereof, each Party will be entitled to seek appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of might be available at law or equity. Any breach of this Section will constitute a material breach of this MOU and will be grounds for the immediate termination of this MOU in the exclusive discretion of the non-breaching Party.
- 5.5. *Survives Termination.* Each Party's duties and obligations as set forth in this Section shall survive termination of this MOU.
6. **DISCLAIMER OF WARRANTIES.** DOM HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTEES AND REPRESENTATIONS RELATING TO THE ESS, DOM-SUPPLIED TOOLS, OR ANY ANCILLARY OR RELATED SERVICE PROVIDED OR MADE AVAILABLE BY DOM, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH THIS MOU OR DOM'S PERFORMANCE HEREOF. THIS DISCLAIMER APPLIES TO ALL WARRANTIES EXPRESS OR IMPLIED, ORAL OR IN WRITING, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING. THE ESS, INCLUDING THOSE PROVIDED THROUGH THE SOC, AND DOM-SUPPLIED TOOLS ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED.
7. **Limitation of Liability.** The Parties understand and accept that this MOU addresses a constantly changing cybersecurity global landscape and that there are inherent risks when addressing the cybersecurity needs of any entity. As such, other than subscription fees due and the right of DOM to obtain payment for such subscription fees, the total aggregate liability of any Party under this MOU to another Party shall not exceed one month's service subscription.
8. **Termination.**
- 8.1. *Generally.* Following forty-five (45) days written notice, either Party may terminate this MOU, in whole or in part, for convenience without the payment of any penalty or incurring any further duty or obligation. Termination for convenience may be for any reason or no reason at all. In the event of the expiration or termination of this MOU, Customer shall immediately cease using and return to DOM, as directed by DOM, DOM-Supplied Tools or other DOM- or State-owned or licensed property. Customer's duties and obligations set forth in this Section shall survive termination of this MOU.
- 8.2. *Notice Calculated to Enable Acquisition of Replacement Services.* While forty-five (45) days prior written notice is sufficient to terminate this MOU, in whole or in part, and cease providing any or all Services provided hereunder, DOM will, where possible, endeavor to provide additional and reasonable advance notice to Customer of DOM's intention to cease providing any or all Services hereunder, which advance notice shall be calculated to enable Customer to plan for DOM's discontinuation of applicable



Services and to procure comparable replacement services. In determining what is reasonable under the circumstances, DOM will consider the likely impact of discontinuing any Services to Customer's operations, and the ability of and time it would take Customer to obtain comparable replacement services.

## 9. Administration.

- 9.1. *Relationship between the Parties.* DOM, its employees, agents and any subcontractors performing under this MOU are not employees or agents of Customer simply by virtue of work performed pursuant to this MOU. Neither DOM nor its employees shall be considered employees of Customer for federal or state tax purposes simply by virtue of work performed pursuant to this MOU. Likewise, this MOU shall not constitute or otherwise imply a delegation of either Party's legal duties or responsibilities to the other, or constitute, create, or imply a joint venture, partnership, or formal business organization of any kind. Neither Party shall be considered an agent, designee, or representative of the other for any purpose.
- 9.2. *Compliance with Law.* Both Parties and their employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, regulations, orders, ordinances, and permitting requirements in the performance of their respective duties, responsibilities, and roles under this MOU.
- 9.3. *Choice of Law and Forum.* This MOU shall be governed in all respects by, and construed in accordance with, the laws of the State of Iowa, without giving effect to the choice of law principles thereof. Any litigation concerning the MOU filed by either Party shall be brought and maintained in the state or federal courts sitting in Des Moines, IA. However, if Iowa Code section 679A.19 is applicable, any dispute between the parties must be addressed in accordance with the statutory provision.
- 9.4. *Escalation of Disputes.* Should a disagreement involving or stemming from this MOU arise between the Parties that cannot be resolved, and prior proceeding to litigation or any other formal dispute resolution process, the area(s) of disagreement shall be stated in writing by each Party and presented to the other Party for consideration. If an agreement is not reached within thirty (30) days, the Parties shall forward the written presentation of the disagreement to higher officials within their respective organizations for appropriate resolution. In the event the Parties are unable to reach an agreement after having completed that process, the parties may then, and only then, proceed to litigation or any other formal dispute resolution process in accordance with the terms of this MOU.
- 9.5. *Amendments.* This MOU may be amended in writing from time to time by mutual consent of the Parties. Any such amendments must be in writing and fully executed by the Parties.
- 9.6. *No Third-Party Beneficiary Rights.* There are no third-party beneficiaries to this MOU. This MOU is intended only to benefit DOM and Customer.
- 9.7. *Assignment and Delegation.* This MOU may not be assigned, transferred, or conveyed, in whole or in part, without the prior written consent of the other Party.
- 9.8. *Entire Agreement.* This MOU represents the entire agreement between the Parties concerning the subject matter hereof. The Parties shall not rely on any representation, oral or otherwise, that may have been made or may be made and which is not included in this MOU. This MOU shall not be construed or interpreted against either Party on the basis of draftsmanship or preparation thereof.
- 9.9. *Supersedes Former MOUs.* This MOU supersedes all prior MOUs or agreements between the Parties concerning the subject matter hereof.



- 9.10. *Headings or Captions and Terms.* The section and paragraph headings or captions used in this MOU are for identification purposes only and do not limit or construe the contents of the sections, paragraphs, or provisions herein.
- 9.11. *Notices.* Any and all legal notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each Party to the contacts and at the addresses identified in the CD&E. Each such notice shall be deemed to have been provided: (1) At the time it is actually received; (2) Within one day in the case of overnight hand delivery, courier, or services such as Federal Express with guaranteed next day delivery; or (3) Within five days after it is deposited the U.S. Mail in the case of registered U.S. Mail. From time to time, the Parties may change the name and address of a Party designated to receive notice. Such change of the designated person shall be in writing to the other Party.
- 9.12. *Severability.* If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this MOU.
- 9.13. *Authorization.* Each Party to this MOU represents and warrants to the other Party that it has the right, power and authority to enter into and perform its obligations under this MOU, and it has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this MOU, and that this MOU constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 9.14. *Successors in Interest.* All the terms, provisions, and conditions of this MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns, and legal representatives.
- 9.15. *Waiver.* Except as specifically provided for in a waiver signed by duly authorized representatives of the applicable Party, failure by either Party at any time to require performance by the other Party or to claim a breach of any provision of this MOU shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- 9.16. *Cumulative Rights.* The various rights, powers, options, elections and remedies of any Party provided in this MOU shall be construed as cumulative, and the exercise of any one remedy shall not affect or impair the right of any Party to pursue any other equitable or legal remedy to which they may be entitled.
- 9.17. *Exclusivity.* This MOU is not exclusive. Customer may obtain similar or identical Services, or cooperate or collaborate on other similar projects, from or with Third Parties.
- 9.18. *Multiple Counterparts and Electronic Signatures.* This MOU, including any amendments hereto, may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties. Any such documents may be signed electronically in accordance with Iowa Code chapter 554D or other applicable law, and each Party waives any arguments concerning the validity of such electronically signed documents related to this MOU.
- 9.19. *Use of Third Parties.* DOM may use Authorized Contractors to provide the Services or DOM-Supplied Tools contemplated hereunder. Any rights, authorizations, or consents conferred or granted to DOM hereunder shall be deemed to be conferred or granted to and may be exercised by any Authorized Contractors used by DOM to provide the Services or DOM-Supplied Tools contemplated hereunder.



- 9.20. *Force Majeure.* Neither Party shall be in default under this MOU if performance is prevented, delayed, or made impossible to the extent that such prevention, delay, or impossibility is caused by a “force majeure.” The term “force majeure” as used in this MOU includes an event that no reasonable foresight could anticipate or which if anticipated, is incapable of being avoided. “Force majeure” for DOM includes: claims or court orders that restrict DOM’s ability to perform or deliver the Services; strikes; labor unrest; supply chain disruptions; internet failures; power failures; hacker attacks; denial of service attacks; virus or other malicious software attacks or infections.
- 9.21. *Ancillary Agreements.* Generally, the Customer Data that DOM, its Authorized Contractors, and other authorized Third Parties may be able to access or view in connection with this MOU will be limited to System Data as opposed to User Data. If access to or use of User Data is necessary to effectively provide the Services contemplated by this MOU, DOM will provide Customer with notice prior to accessing or using any User Data in connection with the Services provided hereunder. DOM acknowledges that access to and use of User Data may require the execution of additional agreements to address unique compliance, legal, confidentiality, or privacy concerns, such as, where applicable, a Business Associate Agreement as may be required by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended. Upon mutual written agreement by the Parties, such “Ancillary Agreements” may be attached hereto as related special terms and conditions and incorporated by reference as if fully set forth herein. DOM may decline to execute such Ancillary Agreements and Customer acknowledges that, as a result, DOM may be unable to provide the contemplated Services, in whole or in part.
- 9.22. *Review Meetings.* DOM and Customer may meet on an annual basis to discuss the Services provided under this MOU, which may include discussion of any problems Customer has experienced in connection with the Services or areas for improvement or suggestions regarding new or additional service offerings. Customer authorizes the Iowa Counties Information Technology (“ICIT”) organization, an affiliate of the Iowa State Association of Counties (“ISAC”), to represent its interests and perspective at these annual review meetings, and shall communicate any concerns or suggestions to ICIT, which will consolidate such concerns or suggestions and communicate them to DOM as part of these annual review meetings.

#### **10. Customer Systems/Data Access.**

- 10.1. Customer consents to and authorizes DOM to access and monitor Customer Systems and Customer Data to the extent necessary to perform the ESS contemplated hereunder. Such access and monitoring may be subject to mutually agreed upon protocols outlining appropriate information, network, and device connections, as may be further defined and described in an Exhibit to the MOU. Such access and monitoring may include the following:
- 10.1.1. Administrator level and/or system-level access to any network, computing, or communications device;
  - 10.1.2. Access for interactively monitoring and logging traffic on Customer Systems, including Customer’s networks; and/or
  - 10.1.3. Access to information Customer Data that may be produced, transmitted, or stored on, from, or over Customer Systems, equipment, facilities, or premises.
- 10.2. Customer acknowledges that the ESS and installation or connection of DOM-Supplied Tools to Customer Systems, or Customer’s or DOM’s use of DOM-Supplied Tools that are Third-Party Cloud Services, involves a risk of potential adverse impacts or consequences to Customer Systems and

Customer Data, including degradation, loss, or disruption of network and system performance or availability, or loss or destruction of Customer Data. Customer agrees to assume all risk for any damages, losses, expenses, and other adverse consequences resulting from or associated with the performance or provisioning of the ESS hereunder, including the ESS provided through the SOC, or that may otherwise result from the installation or connection of DOM-Supplied Tools on Customer Systems or Customer's or DOM's use of DOM-Supplied Tools that are Third-Party Cloud Services. Consistent with the foregoing, Customer waives any claims it may have against DOM or the State of Iowa involving Customer Property or Customer Data caused, in whole or in part, by DOM's provisioning of the ESS hereunder, including the ESS provided through the SOC, installation or connection of DOM-Supplied Tools to Customer Systems, or Customer's or DOM's use of DOM-Supplied Tools that are Third-Party Cloud Services.

- 10.3. Customer represents and warrants that it has the authority to grant DOM the right to access and monitor such Customer Systems and Customer Data as contemplated in this MOU and has taken all requisite action (corporate, statutory, or otherwise, including obtaining review and approval from any governing boards, commissions, councils, or other like bodies where required by applicable law, rule, regulation, order, or charter) necessary to grant or permit access to and monitoring of the Customer Systems and Customer Data as contemplated by this MOU.





Department of Revenue

**Iowa Retail Permit Application  
for Cigarette/Tobacco/Nicotine/Vapor**

tax.iowa.gov

**Additional instructions are on the final page.**For period (MM/DD/YYYY) 07 / 01 / 2025 through 06/30/ 2026

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

**Business Information:**Legal name/Doing business as (DBA): HAM ENTERPRISE LLC/DBA RIVER MARTIowa sales and use tax account number: 1-29-014573Retail address: 14562 WASHINGTON Rd. City: W. BURLINGTON State: IA ZIP: 52655Mailing address: AS ABOVE City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_Phone: 319-208-1849**Legal Ownership Information:**Type of ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP: HAM ENTERPRISE LLCPrimary office address: 14562 WASHINGTON Rd City: W. BURLINGTON State: IA ZIP: 52655Phone: 319-208-1849 Fax: \_\_\_\_\_ Email: \_\_\_\_\_**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐ Vending machine that assembles cigarettes ☐ Delivery sales of alternative nicotine/vapor products (see instructions) ☐Mobile sales (see instructions) ☐ VIN: \_\_\_\_\_ License plate number: \_\_\_\_\_

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative nicotine products ☐ Vapor products ☐**Type of Establishment: (Select the options that best describe the establishment)**Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐  
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐Other (provide description) ☐ \_\_\_\_\_Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s): NODo you intend to make retail sales to ultimate consumers? Yes ☒ No ☐

Include with this application a list of your suppliers of cigarettes, tobacco, alternative nicotine and vapor products on a separate sheet.

**Identify partners or corporate officers (up to three) if the business is not a sole proprietorship.**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_



Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

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

**Signature of Authorized Party**

I, the undersigned, declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete. I declare that I am authorized to act on behalf of the taxpayer, and will only act within my authority.

Printed Name/Title: HARVINDER DHANNU / OWNERAuthorized Signature: Harvinder DhanuDate: 6/6/2025 Email: \_\_\_\_\_

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \_\_\_\_\_
- Fill in the date the permit was approved by the council or board: \_\_\_\_\_
- Fill in the permit number issued by the city/county: \_\_\_\_\_
- Fill in the name of the city or county issuing the permit: \_\_\_\_\_
- New ☐ Renewal ☐

Send completed/approved application to the Iowa Department of Revenue within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

Pd ck # 6885.  
H+M Enterprise LLC  
\$50.00





# State of Iowa

Alcoholic Beverages Division

App. 221251

## Applicant

NAME OF LEGAL ENTITY

HY-VEE, INC.

NAME OF BUSINESS(DBA)

Barn on the Ridge

BUSINESS

(515) 267-2800

ADDRESS OF PREMISES

14133 Irish Ridge Road

PREMISES SUITE/APT NUMBER

CITY

Burlington

COUNTY

Des Moines

ZIP

52601

MAILING ADDRESS

5820 Westown Parkway

CITY

West Des Moines

STATE

Iowa

ZIP

50266

## Contact Person

NAME

Katie Nylen

PHONE

(515) 267-2800

EMAIL

knylen@hy-vee.com

## License Information

LICENSE NUMBER

LICENSE/PERMIT TYPE

TERM

STATUS

Class C Retail Alcohol License

5 Day

Submitted  
to Local  
Authority

TENTATIVE EFFECTIVE DATE

June 27, 2025

TENTATIVE EXPIRATION DATE

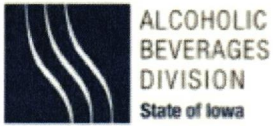
July 1, 2025

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Retail Alcohol License

PRIVILEGES



# State of Iowa

Alcoholic Beverages Division

## Status of Business

BUSINESS TYPE

Corporation

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Aaron Wiese	Urbandale	Iowa	50323	President	0.00	Yes
Andrew Schroeder	Johnston	Iowa	50131	SVP Accounting, Controller	0.00	Yes
Nathan Allen	Indianola	Iowa	50125	SVP General Counsel, Asst Secretary	0.00	Yes

## Insurance Company Information

INSURANCE COMPANY

EMPLOYERS MUTUAL  
CASUALTY COMPANY

POLICY EFFECTIVE DATE

June 27, 2025

POLICY EXPIRATION DATE

Sep 27, 2025

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE  
DATE

OUTDOOR SERVICE EXPIRATION  
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE  
DATE

TEMP TRANSFER EXPIRATION  
DATE



RESOLUTION NO. 2025-032

RESOLUTION APPROVING A 3 MONTH MORATORIUM ON ACCEPTING/APPROVING PERMIT APPLICATIONS FOR COMMERCIAL WIND ENERGY CONVERSION SYSTEMS

WHEREAS, DES MOINES COUNTY INTENDS TO AMEND COUNTY ORDINANCE #62, THE REGULATIONS FOR THE SITING AND OPERATION OF WIND ENERGY CONVERSION SYSTEMS; AND

WHEREAS; DES MOINES COUNTY DESIRES TO MAINTAIN FOCUS ON POTENTIAL AMENDMENTS TO ORDINANCE #62 IN ORDER TO FINALIZE THOSE AMENDMENTS IN AN EXPEDITIOUS MANNER, AND

WHEREAS; A MORATORIUM WILL BE BENEFICIAL IN REDIRECTING FOCUS TO POTENTIAL AMENDMENTS TO ORDINANCE #62, AND

WHEREAS; A 3 MONTH MORATORIUM WILL CREATE NO UNDUE HARDSHIP ON ANY PARTY CONCERNED, AND

NOW, THEREFORE; BE IT RESOLVED, BY THE DES MOINES COUNTY BOARD OF SUPERVISORS THAT A 3 MONTH MORATORIUM ON THE ACCEPTANCE OR APPROVAL OF CWECS SITING PERMITS SHALL BE IN EFFECT FOR 3 MONTHS, FROM JUNE 18, 2025, THRU SEPTEMBER 17, 2025

\_\_\_\_\_  
Jim Cary, Chairman

Attest: \_\_\_\_\_  
Sara Doty, Auditor

\_\_\_\_\_  
Shane McCampbell, Vice-Chairman

\_\_\_\_\_  
Tom Broeker, Member

# NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Cassandra Kilby Employee #: 00977  
Title: ~~Law Clerk~~ Asst Co. Atty Department: County Attorney

## STATUS CHANGES

### TERMINATION

☐ Resignation ☐ Unsatisfactory Probation  
☐ Discharge ☐ Death  
☐ Retirement ☐ Other, Explain

Last Day Worked \_\_\_\_\_  
Add Vacation Days \_\_\_\_\_ to \_\_\_\_\_  
Add Sick Days \_\_\_\_\_ to \_\_\_\_\_  
Add Other Days \_\_\_\_\_ to \_\_\_\_\_  
Last Day Paid \_\_\_\_\_  
Unpaid Days \_\_\_\_\_ to \_\_\_\_\_

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

### LEAVE OF ABSENCE

☐ Maternity ☐ Educational  
☐ Medical ☐ Military  
☐ Other, Explain \_\_\_\_\_

Dates of Absence \_\_\_\_\_ to \_\_\_\_\_

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

### TRANSFER

☐ Permanent ☐ Voluntary  
☐ Temporary ☐ Involuntary

Previous Title \_\_\_\_\_  
Previous Dept \_\_\_\_\_  
New Job Title \_\_\_\_\_  
New Dept \_\_\_\_\_  
Previous Rate \_\_\_\_\_  
Effective Transfer Date \_\_\_\_\_

### LAY OFF

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

### SALARY ADJUSTMENT

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

Cassandra Kilby – Assistant County Attorney – Unpaid  
leave – 5.60 hrs

0001-04-1100-000-10020

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

Authorized by: [Signature] Department: County Attorney Date: 6-9-25  
Authorized by: \_\_\_\_\_ Department: \_\_\_\_\_ Date: \_\_\_\_\_

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



# NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Peyton Krogmeier Employee #: \_\_\_\_\_  
Title: Correctional Officer Department: Correctional Center

## STATUS CHANGES

### TERMINATION

☐ Resignation ☐ Unsatisfactory Probation  
☐ Discharge ☐ Death  
☐ Retirement ☐ Other, Explain \_\_\_\_\_

\_\_\_\_\_  
Last Day Worked \_\_\_\_\_  
Add Vacation Days \_\_\_\_\_ to \_\_\_\_\_  
Add Sick Days \_\_\_\_\_ to \_\_\_\_\_  
Add Other Days \_\_\_\_\_ to \_\_\_\_\_  
Last Day Paid \_\_\_\_\_  
Unpaid Days \_\_\_\_\_ to \_\_\_\_\_

### TRANSFER

☐ Permanent ☐ Voluntary  
☐ Temporary ☐ Involuntary

Previous Title \_\_\_\_\_  
Previous Dept \_\_\_\_\_  
New Job Title \_\_\_\_\_  
New Dept \_\_\_\_\_  
Previous Rate \_\_\_\_\_ New Rate \_\_\_\_\_  
Effective Transfer Date \_\_\_\_\_

### LAY OFF

Final Resignation Date \_\_\_\_\_  
Final Rate of Pay \_\_\_\_\_  
Permanent Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

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

### LEAVE OF ABSENCE

☐ Paternity ☐ Educational  
☐ Medical ☒ **Military**  
☐ Other, Explain \_\_\_\_\_

Unpaid hours 77.11.

Dates of Absence \_\_\_\_\_ to \_\_\_\_\_

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

### SALARY ADJUSTMENT

☐ New Hire ☐ Probationary  
☐ 77.11 Hours ☐ Demotion  
☐ 80 Hours ☐ Reduction  
☐ Anniversary ☐ Suspension  
☐ Promotion ☐ Other, Explain \_\_\_\_\_

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

Authorized by: [Signature] Department: Correctional Center Date: June 6, 2025  
Authorized by: \_\_\_\_\_ Department: \_\_\_\_\_ Date: \_\_\_\_\_

Pay Period Ending: June 7, 2025 Payroll Date: June 13, 2025

Emailed Payroll: \_\_\_\_\_

# NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Layne Luttenegger Employee #: \_\_\_\_\_  
Title: Payroll 1<sup>st</sup> Deputy Department: Auditor's Office

## STATUS CHANGES

### TERMINATION

☐ Resignation ☐ Unsatisfactory Probation  
☐ Discharge ☐ Death  
☐ Retirement ☐ Other, Explain \_\_\_\_\_

\_\_\_\_\_  
Last Day Worked \_\_\_\_\_  
Add Vacation Days \_\_\_\_\_ to \_\_\_\_\_  
Add Sick Days \_\_\_\_\_ to \_\_\_\_\_  
Add Other Days \_\_\_\_\_ to \_\_\_\_\_  
Last Day Paid \_\_\_\_\_  
Unpaid Days \_\_\_\_\_ to \_\_\_\_\_

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

### LEAVE OF ABSENCE

☐ Maternity ☐ Educational  
☐ Medical ☐ Military  
☐ Other, Explain \_\_\_\_\_

Dates of Absence \_\_\_\_\_ to \_\_\_\_\_

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

### TRANSFER

☐ Permanent ☐ Voluntary  
☐ Temporary ☐ Involuntary

Previous Title \_\_\_\_\_  
Previous Dept \_\_\_\_\_  
New Job Title \_\_\_\_\_  
New Dept \_\_\_\_\_  
Previous Rate \_\_\_\_\_ New Rate \_\_\_\_\_  
Effective Transfer Date \_\_\_\_\_

### LAY OFF

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

### SALARY ADJUSTMENT

☐ Reclassification ☐ Demotion  
☐ Anniversary ☐ Reduction  
☐ Promotion ☐ Suspension  
☐ Probationary ☒ Other, Explain  
4 hours unpaid time from 5/25/25 – 06/06/2025

Previous Rate \_\_\_\_\_ New Rate \_\_\_\_\_  
Previous Job Title: (if changed) \_\_\_\_\_  
Effective Date: 06/06/2025

Authorized by: \_\_\_\_\_ Department: Auditor Date: \_\_\_\_\_  
Authorized by: \_\_\_\_\_ Department: \_\_\_\_\_ Date: \_\_\_\_\_

Pay Period Ending: \_\_\_\_\_ Payroll Date: \_\_\_\_\_



# NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Kolton Atkins Employee #: 00814  
Title: Investigator Department: Sheriff's Office

## STATUS CHANGES

### TERMINATION

☐ Resignation ☐ Unsatisfactory Probation  
☐ Discharge ☐ Death  
☐ Retirement ☐ Other, Explain

\_\_\_\_\_  
\_\_\_\_\_  
Last Day Worked \_\_\_\_\_  
Add Vacation Days \_\_\_\_\_ to \_\_\_\_\_  
Add Sick Days \_\_\_\_\_ to \_\_\_\_\_  
Add Other Days \_\_\_\_\_ to \_\_\_\_\_  
Last Day Paid \_\_\_\_\_  
Unpaid Days \_\_\_\_\_ to \_\_\_\_\_

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

### LEAVE OF ABSENCE

☐ Maternity ☐ Educational  
☐ Medical ☐ Military  
☐ Other, Explain

Dates of Absence \_\_\_\_\_ to \_\_\_\_\_

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

### TRANSFER

☐ Permanent ☐ Voluntary  
☐ Temporary ☐ Involuntary

Previous Title \_\_\_\_\_  
Previous Dept \_\_\_\_\_  
New Job Title \_\_\_\_\_  
New Dept \_\_\_\_\_  
Previous Rate \_\_\_\_\_ New Rate \_\_\_\_\_  
Effective Transfer Date \_\_\_\_\_

### LAY OFF

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

### SALARY ADJUSTMENT

☐ New Hire (Check # of Hours) ☐ Probationary  
☐ 74.77 Hours ☐ Demotion  
☒ 80 Hours ☐ Reduction  
☐ Anniversary ☐ Suspension  
☐ Promotion ☐ Other, Explain

Switching from 74.77 to 80 hours

Previous Rate \_\_\_\_\_ New Rate \_\_\_\_\_  
Previous Job Title: (if changed) Deputy  
Effective Date: June 8, 2025

Authorized by: K-Gibby Department: Sheriff's Office Date: 6/12/25  
Authorized by: \_\_\_\_\_ Department: \_\_\_\_\_ Date: \_\_\_\_\_

Pay Period Ending: June 21, 2025 Payroll Date: June 27, 2025

# NOTICE OF DES MOINES COUNTY PERSONNEL ACTION

Name: Nancy Stewart Employee #: \_\_\_\_\_  
Title: CNA Department: Local Health

## STATUS CHANGES

### TERMINATION

☒ Resignation ☐ Unsatisfactory Probation  
☐ Discharge ☐ Death  
☐ Retirement ☐ Other, Explain

Resignation effective 6/13/2025

Last Day Worked \_\_\_\_\_  
Add Vacation Days \_\_\_\_\_ to \_\_\_\_\_  
Add Sick Days \_\_\_\_\_ to \_\_\_\_\_  
Add Other Days \_\_\_\_\_ to \_\_\_\_\_  
Unpaid Days \_\_\_\_\_ to \_\_\_\_\_

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

### LEAVE OF ABSENCE

☐ Maternity ☐ Educational  
☐ Medical ☐ Military  
☐ Other, Explain \_\_\_\_\_

Dates of Absence \_\_\_\_\_ to \_\_\_\_\_

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

### TRANSFER

☐ Permanent ☐ Voluntary  
☐ Temporary ☐ Involuntary

Previous Title \_\_\_\_\_  
Previous Dept \_\_\_\_\_  
New Job Title \_\_\_\_\_  
New Dept \_\_\_\_\_  
Previous Rate \_\_\_\_\_  
Effective Transfer Date \_\_\_\_\_

### LAY OFF

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

### SALARY ADJUSTMENT

☐ Reclassification ☐ Demotion  
☐ Anniversary ☐ Reduction  
☐ Promotion ☐ Suspension  
☐ Probationary ☐ Other, Explain \_\_\_\_\_

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

Authorized by: Christa Poggemiller Department: Local Health Date: 6/13/2025  
Authorized by: \_\_\_\_\_ Department: \_\_\_\_\_ Date: \_\_\_\_\_

Pay Period Ending: \_\_\_\_\_ Payroll Date: \_\_\_\_\_



## CLERK'S REPORT OF FEES COLLECTED

STATE OF IOWA       )  
DES MOINES COUNTY)

TO THE DES MOINES COUNTY BOARD OF SUPERVISORS:

I, SARA MADDUX, CLERK OF DISTRICT COURT OF THE ABOVE-NAMED COUNTY AND STATE, DO HEREBY CERTIFY THAT THE FOLLOWING IS A TRUE AND CORRECT STATEMENT OF THE FEES COLLECTED BY ME IN MY OFFICE FOR THE MONTH OF MAY, 2025 AND THE SAME HAS BEEN PAID TO THE COUNTY TREASURER, PER DUPLICATE VOUCHER HERETO ATTACHED.

DES MOINES COUNTY TREASURER:

5% OF STATE FINE SURCHARGE	\$	0
SHERIFF FEES		931.67
INFRACTIONS		5,774.29
TOBACCO		140.00
COUNTY ENFORCEMENT SURCHARGE		12.50
LAW LIBRARY		19.00
RECORD SECURITIES FEES		5.00
PRE-PD FEES TO SHERIFF		0
MISC. REIMBURSEMENT (INDIGENT DEFENSE)		26.12
TOTAL FEES		<u>\$6,908.58</u>

TOTAL PAID \$6,908.58        CHECK No. 193528

RESPECTFULLY SUBMITTED THIS 5<sup>th</sup> DAY OF JUNE, 2025.

  
SARA MADDUX  
CLERK OF DISTRICT COURT

June 10, 2025

The Des Moines County Board of Supervisors met in a regular session at the Court House in Burlington at 9:00 AM on Tuesday, June 10<sup>th</sup>, 2025, with Chair Jim Cary, Vice-Chair Shane McCampbell and Member Tom Broeker present. This meeting was also held electronically via Webex and YouTube live streaming. Public input was available through board email or call in.

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

Meeting with Department Heads: County Auditor Sara Doty reported her office continues to work on end of fiscal year balancing. IT Director Colin Gerst reported he attended the annual ITAG Conference last week. His office remains busy. Sheriff Kevin Glendening stated school is out for the summer and his School Resource Officers are back on patrol for the summer. The jail population is at 78. Conservation Director Chris Lee reported the annual Youth Jamboree was held this past weekend at Big Hollow. They had roughly 250 youth attend. Burlington River Days is taking place this coming weekend on the riverfront. This is a fundraiser for the Conservation Foundation. County Treasurer Janelle Nalley-Londquist stated her office is preparing for the upcoming tax sale that is taking place next Monday. Taxpayers have until 4:30 Friday to make payments in the office. Public Health Director Christa Poggemiller reported her office has begun the local mosquito trapping. This tracks the migration and type of mosquitoes we have in the area. She is also working on putting together dates to begin back to school vaccines. Safety Director Angela Vaughan stated her office is busy. County Recorder Natalie Steffener reported her office remains busy as well. Assistant County Attorney Trent Henkelvig stated the attorneys and judges will be attending conferences for the next couple of weeks. Assistant Land Use Administrator Jarred Lassiter reported Land Use is busy. County Engineer Brian Carter stated there are several projects underway currently. 7 Ponds Road is currently being renovated. If all goes as planned, the contractors are hoping to finish today. The contractors will then move down to Highway 99. Tama Road also has an upcoming closure. There has been a press release, and letters sent out to all property owners affected by the closure. The contractors are hoping to get that project completed in a three week period. The bridges are moving along. Danville bridge is hoping to be wrapped up by July 4<sup>th</sup>. Flint Bottom bridge will be behind that, due to the complexity of the bridge.

No correspondence was received.

Approval of Payroll Reimbursement Claims in the amount of \$1,618.74 were presented. McCampbell made a motion to approve and was seconded by Broeker.

Approval of Resolution #2025-030 Setting Time & Date of FY25 Budget Amendment Hearing was presented. Broeker made a motion to approve and was seconded by McCampbell.

#### **INSERT RESOLUTION #2025-030**

Approval of Memorandum of Understandings Regarding Reimbursement from BH-ASO for Mental Health Advocate Services for All Participating Counties was presented. McCampbell made a motion to approve and was seconded by Broeker.

Approval of Resolution #2025-031 in Support of Green Gable Cottages Workforce Housing Tax Incentive Program was presented. Broeker spoke on this. Broeker made a motion to approve and was seconded by McCampbell.

#### **INSERT RESOLUTION #2025-031**

Approval of FY25/26 Worker's Compensation Renewal was presented. Adam Kerns with Hub International spoke on the renewal. Broeker made a motion to approve and was seconded by McCampbell.

Approval of Department Letters of Appointment for FY2025/2026 were presented. Broeker made a motion to approve and was seconded by McCampbell.

Approval of a Class C Annual Liquor License Renewal for Flint Hills Municipal Golf Course was presented. McCampbell made a motion to approve and was seconded by Broeker.

Approval of Personnel Actions – County Attorney – Sara Rouse, Special Projects/Victim Witness Coordinator, New Hire, New Salary of \$31,781.00 yearly, effective 6/2/25. McCampbell made a motion to approve and was seconded by Broeker. Correctional Center – Dominick Foster, Correctional Officer, 18-month step increase, new rate of \$52,259.25 yearly effective 7/2/25. Broeker made a motion to approve and was seconded by



McCampbell. Sheriff – Ben Nahorny, Reserve Deputy, Resignation effective 6/25/25. McCampbell made a motion to approve and was seconded by Broeker.

Reports:

1. Recorder's Report of Fees Collected, May 2025
2. Sheriff's Report of Fees Collected, May 2025

Broeker motioned to approve June 3<sup>rd</sup>, 2025, regular meeting minutes and was seconded by McCampbell.

McCampbell attended a Workforce Development and Conservation Board meeting. Broeker attended a Descom meeting.

During Public Input, several residents of Des Moines County gave comments regarding the Wind Turbine Project. Jacob Long, Yarmouth, spoke on the EMS concerns in the area. Nile & Darin Shade, Mediapolis; Brad Coats, Yarmouth; and Charles Tonkinson, Yarmouth all spoke on the project as well.

The meeting was adjourned at 10:00 a.m.

Following the meeting the Board of Supervisors held a Work Session regarding the Wind Ordinance. Trent Henkelvig started the meeting with the discussion of permitting. Discussion was held regarding permitting, decommissioning, Insurance, and Bonding with the Wind Ordinance. Another work session will be held next week to continue the discussion.

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

Jim Cary, Chair

Attest: Sara Doty, County Auditor