

OFFICE OF THE

Appanoose County Auditor

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Meeting Agenda
June 1, 2020

The Appanoose County Board of Supervisors will meet Monday, June 1, 2020 at 9:00 A.M. in the Boardroom of the Courthouse. Items on the agenda include:

1. Pledge
2. Declaration of items to be added to the agenda
3. Approve minutes of the May 18, 2020 meeting
4. Approve reports: 5/29 payroll
5. Approve bills
6. Approve South Central Iowa Workforce Area Chief Elected Official Shared Liability Agreement
7. Approve Tourism/Hotel-Motel Tax Commission appointment
8. Set Public Hearing for ZOMA 0615-01: Residential to Commercial Campground
9. Set Public Hearing for ZOMA 0615-02: Ag to Residential
10. Approve voiding outstanding warrants/checks
11. Approve Recorder's Office resignation letter: Paula Gray
12. FYI – Pinnacle MMP Submission: Deer View LLC
13. Approve 28E Agreement: South Central Behavioral Health Region
14. Approve Iowa Secretary of State Vote Safe Iowa Initiative Grant Agreement
15. County Engineer Report
16. CDC Coordinator Report
17. Public Comments
18. Adjourn

The Boardroom will be limited to 10 in attendance. The public can call in at (978) 990-5000. Access Code 777593.

Posted 5/28/2020

May 18, 2020

Appanoose County Board of Supervisors met in regular session May 18, 2020 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Mark Waits, Chairman, Neal Smith and Linda Demry, Boardmembers. Absent: none.

Meeting started with the Pledge.

Demry motioned to approve the agenda. Seconded by Smith. All voted aye.

Smith motioned to approve the minutes from the May 4, 2020 meeting. Seconded by Demry. All voted aye.

Demry motioned to approve 5/15 payroll. Seconded by Smith. All voted aye.

The Board questioned County Engineer Brad Skinner about a \$150 hammer from Snap-On Tools. Demry motioned to pull the Snap-On Tools bill and approve the remaining bills. Seconded by Smith. All voted aye.

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| Iowegian | Official Pub.& Legal Not. | 463.28 |
| Agriland FS | Engineering Services | 9967.40 |
| Albia PreK & Daycare | Community Support Program | 7573.81 |
| Alliant | Engineering Services | 2409.41 |
| Amer Home Fdg | Juvenile Detention & Shel | 2985.60 |
| App Co Auditor | Off. Supplies & Forms | 175.34 |
| Serv Agency | Salary-Regular Employees | 3903.20 |
| App Co Treas | Off. Supplies & Forms | 1439.72 |
| App Comm Care | Homemaker-Home Health Aid | 3193.35 |
| Aramark | Engineering Services | 188.56 |
| Bailey Off | Off. Supplies & Forms | 16.67 |
| Banleaco | Off. Equip Repair & Maint | 244.12 |
| D Barnthouse | Building Repair & Maintce | 200.00 |
| Bratz Auto | Park Maint. & Supplies | 461.00 |
| Bratz Oil | Mileage & Transp. Expense | 410.17 |
| Brown's Shoe | Engineering Services | 101.25 |
| Building Families | Community Support Program | 54.00 |
| Cantera Aggregates | Engineering Services | 30411.33 |
| Capital Sanitary Supply | Off. Supplies & Forms | 548.63 |
| Card Services | Park Maint. & Supplies | 227.51 |
| CarQuest | Engineering Services | 471.35 |
| Cville Iron | Engineering Services | 159.70 |
| Cville Wtrwks | Water & Sewer | 30.15 |
| C'ville Produce & Feed | Engineering Services | 304.27 |
| Chariton Valley Elec | Engineering Services | 278.98 |
| City Cville | Salary-Regular Employees | 5957.56 |
| Clark's Auto Rpr | Engineering Services | 760.12 |
| CMI | Law Enf. Equip & Weapons | 287.23 |
| Cosby's | Law Enf. Equip & Weapons | 69.95 |
| Davis Co Sch | Community Support Program | 2248.69 |
| Davis Co Daycare | Community Support Program | 1904.00 |
| Davis Co ISU Ext | Community Support Program | 345.51 |
| Davis Co Sheriff | Medical & Health Services | 10972.06 |
| Deano's Body Shop | Equipment Repair | 1396.55 |
| Diamond Mowers | Engineering Services | 4263.00 |
| Don's Auto & Truck Salvage | Engineering Services | 225.00 |
| Election Source | Election Supplies | 228.41 |
| Equipment Blades, Inc | Engineering Services | 2126.00 |
| Finish Line | Fuels | 133.91 |
| First Bkod | Dues & Memberships | 15.00 |

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| Fogle TV | Park Maint. & Supplies | 206.83 |
| Government Forms & Supplies | Off. Supplies & Forms | 600.32 |
| Hills San | Engineering Services | 315.00 |
| Housby Mack | Engineering Services | 818.01 |
| B Howington | Mileage & Transp. Expense | 252.52 |
| Ideal Ready Mix | Roads | 5224.00 |
| Interstate Batt | Off. Supplies & Forms | 48.00 |
| Iowa AEYC | Community Support Program | 4.85 |
| IA Co Recorders Assn | Off. Equip Repair & Maint | 2048.04 |
| John Deere | Engineering Services | 1652.84 |
| Kids World | Community Support Program | 2005.16 |
| Kimball | Engineering Services | 392.70 |
| Kinetic Edge | Engineering Services | 100.00 |
| L&W Quarries | Engineering Services | 4149.41 |
| Lange FH | Funeral Services | 2780.00 |
| Lee Co Hlth | Community Support Program | 483.72 |
| Lengacher's | Equipment Repair | 130.67 |
| LexisNexis | Dues & Memberships | 100.00 |
| Lockridge | Engineering Services | 3414.51 |
| The Machinery Barn | Park Maint. & Supplies | 16.65 |
| Marion Co Pub Hlth | Community Support Program | 993.02 |
| Mercy Med Ctr | Engineering Services | 31.00 |
| Metal Culverts | Bridge & Culvert Maint. | 10591.68 |
| MHC Kenworth | Engineering Services | 3016.03 |
| MMIT | Off. Supplies & Forms | 86.04 |
| MMIT | Off. Equip Repair & Maint | 137.15 |
| Monroe Pub Hlth | Community Support Program | 5326.97 |
| Monroe Sheriff | Legal Serv. Dep-Subp-Tran | 32.50 |
| Moravia Union | Official Pub.& Legal Not. | 315.07 |
| NAPA | Engineering Services | 941.17 |
| Natel | Telephone & Telegr.Serv. | 55.00 |
| Nyhart Co | Acct.-Audit.-Cler.Serv. | 1800.00 |
| O'Reilly | Engineering Services | 697.10 |
| Oden Enterprises | Bridge & Culvert Maint. | 77.02 |
| Orchard Pl | Community Support Program | 2425.03 |
| Prof Computer | Off. Equip Repair & Maint | 19.95 |
| RASWC | Park Maint. & Supplies | 21.60 |
| RRWA | Water & Sewer | 25.75 |
| RK Auto | Mileage & Transp. Expense | 334.02 |
| SCICAP | Community Support Program | 31878.29 |
| Seneca | Engineering Services | 920.00 |
| Seymour Tire | Engineering Services | 67.00 |
| Simmons Bldg Materials | Equip. Parts & Supplies | 348.97 |
| Sinclair Tractor | Park Maint. & Supplies | 1764.52 |
| So Central Behavioral Hlth | Disb between MHDS Reg & c | 157294.25 |
| So IA Heating & Cooling | Engineering Services | 178.00 |
| Ed Stivers Ford | Construction & Maint. | 41782.00 |
| Storey Kenworthy | Election Supplies | 1656.33 |
| R Tissue | Mileage & Transp. Expense | 5.94 |
| Ulrich Ford | Engineering Services | 506.00 |
| UMB Bank, N.A. | G.O. Bonds Principal | 93360.00 |
| UnityPoint | Engineering Services | 42.00 |
| US Bank | Off. Supplies & Forms | 225.51 |
| US Cellular | Telephone & Telegr.Serv. | 470.71 |
| USPS | Postage & Mailing | 275.00 |
| Watson & Ryan | Legal & Ct-Related Serv. | 2191.68 |
| Wayne Co Sheriff | Legal Serv. Dep-Subp-Tran | 2742.65 |

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| Weston Heating | Jail Equip. & Furniture | 214.65 |
| Wex Bank | Mileage & Transp. Expense | 122.55 |
| J Willier | Legal & Ct-Related Serv. | 405.00 |
| Windstream | Telephone & Telegr.Serv. | 1470.35 |
| Wright Pest & Turf Mgmt | Building Repair & Maintce | 85.00 |
| Ziegler | Engineering Services | 2743.06 |
| Grand Total | | 489570.58 |

Martha Furlin, President of the Appanoose County Fair Board requested the board submit a letter of support to postpone the entertainment for the 2020 County Fair in order for them to terminate their contracts due to COVID-19. This is only for the entertainment. Waits motioned to approve sending a letter of support to the Appanoose County Fair Board to postpone the entertainment until 2021 due to the COVID-19 pandemic. Seconded by Smith. All voted aye.

Smith motioned to approve liquor licenses for Honey Creek, Pale Moon, and Valley View. Seconded by Demry. All voted aye.

Demry motioned to approve cigarette permits for Elliott's, Brownie's 3 B's, Rathbun Marina, and Dogg's RV. Seconded by Smith. All voted aye.

Demry motioned to approve the 2019 Business Property Tax Credit Applications. Seconded by Smith. All voted aye.

Demry motioned to approve the hiring of Donald Stevens as a seasonal part-time Mower Technician, starting May 11, for \$10.00/hour. Seconded by Smith. All voted aye.

Skinner provided an update on Secondary Roads projects. S70 has been getting concrete patching. The crack-filling contract will start next week. They've rented a backhoe to clean culverts and install a middle sub-drain tile on J5T. They still have a small bridge replacement still left to do this fiscal year. Smith asked if the arm brush cutter was running. Skinner stated it is in the shop. Smith questioned the brush-cutting map and if guardrails are being sprayed. Skinner stated little brush cutting was done in March and April and the guardrails are being sprayed.

Smith motioned to open the public hearing at 9:15. Seconded by Demry. All voted aye. Skinner received an application from John Glenn to vacate streets and an alley in Jerome. They've received no public comments. Demry motioned to close the public hearing at 9:18. Seconded by Smith. All voted aye. Demry motioned to approve Resolution #2020-13. Seconded by Smith. All voted aye.

RESOLUTION #2020-13

WHEREAS, a request has been made by the County Engineer to vacate a county road which is described as follows: Jackson Street and Cleaveland Street in Wilson's 1st Subdivision block 1 and 2 Northeast Quarter of the Southwest Quarter Section 3 T68N R19W, more particularly described as follows: Beginning at the Southeast Corner of Lot 8 Block 2, thence proceeding West to the Southwest Corner of Lot 12 Block 1, thence North to the Northwest Corner of Lot 1 Block 1. All lying in the Wilson's 1st Subdivision Block 1 and 2.

WHEREAS, on the 5th day of May, 2020 notice of said hearing was sent by certified mail to the affected property owners, all utility companies whose facilities are on the road right-of-way and the Iowa Department of Transportation; and

WHEREAS, on the 12th day of May, 2020 a Notice of Public Hearing for the proposed road vacation was published in the Daily Iowegian, a newspaper of general circulation in the County where said road is located; and

WHEREAS, a hearing was held by the Appanoose County Board of Supervisors on the 18th day of May, 2020; and

WHEREAS, the Appanoose County Board of Supervisors have determined that provisions of Chapter 306 of the Iowa Code have been met; and

WHEREAS, it has been determined to in the best interest of the County and the affected property owners that the County not purchase the vacated road, but instead transfer said road to the adjoining property owners by resolution; and

WHEREAS, the adjoining property owners are: John Glenn

NOW, THEREFORE, BE IT RESOLVED by the Appanoose County Board of Supervisors the above described road is hereby vacated and ownership of same is transferred to the adjoining property owners.

PASSED AND APPROVED this 18th day of May, 2020

Appanoose County Board of Supervisors

/s/: Mark Waits, Neal Smith, Linda Demry

ATTEST: /s/ Kelly Howard

Smith motioned to open the public hearing at 9:20. Seconded by Demry. All voted aye. There were no public comments. Demry motioned to close the public hearing at 9:21. Seconded by Smith. All voted aye. Demry motioned to approve Resolution #2020-14. Seconded by Smith. All voted aye.

RESOLUTION #2020-14

WHEREAS, a request has been made by the County Engineer to vacate a county road which is described as follows: Alley running East and West 120 feet south of 524th Street, in Wilson's 1st Subdivision block 1 and 2 Northeast Quarter of the Southwest Quarter Section 3 T68N R19W, more particularly described as follows: Beginning at the Southeast Corner of Lot 7 Block 2, thence proceeding West to the Southwest Corner of Lot 1 Block 2, and beginning at the Southeast Corner of Lot 6 Block 1, thence proceeding West to the Southwest Corner of Lot 1 Block 1. All lying in the Wilson's 1st Subdivision blocks 1 and 2.

WHEREAS, on the 5th day of May, 2020 notice of said hearing was sent by certified mail to the affected property owners, all utility companies whose facilities are on the road right-of-way and the Iowa Department of Transportation; and

WHEREAS, on the 12th day of May, 2020 a Notice of Public Hearing for the proposed road vacation was published in the AD-Express and Daily Iowegian, newspapers of general circulation in the County where said road is located; and

WHEREAS, a hearing was held by the Appanoose County Board of Supervisors on the 18th day of May, 2020; and

WHEREAS, the Appanoose County Board of Supervisors have determined that provisions of Chapter 306 of the Iowa Code have been met; and

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PASSED AND APPROVED this 18th day of May, 2020

Appanoose County Board of Supervisors

/s/: Mark Waits, Neal Smith, Linda Demry

ATTEST: /s/ Kelly Howard

Public comments: none.

Heidi Kuhl and Michael Hart from Northland Securities spoke about using LOSST to fund a new law enforcement project.

Demry motioned to adjourn. Seconded by Smith. All voted aye.

The Board adjourned to meet at the call of the Auditor at 9:52 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

SOUTH CENTRAL IOWA WORKFORCE AREA

CHIEF ELECTED OFFICIAL SHARED LIABILITY AGREEMENT

This agreement is entered into by the Chief Elected Officials of Appanoose, Davis, Hardin, Jefferson, Keokuk, Lucas, Mahaska, Marshall, Monroe, Tama, Poweshiek, Van Buren, Wapello, and Wayne counties, hereinafter collectively referred to as Chief Elected Officials (CEOs). Its purpose is to describe how CEOs will organize themselves and act to fulfill their responsibilities under the Workforce Innovation and Opportunity Act (WIOA) of 2014 in the South Central Iowa Workforce Area (SCIWA) approved by the Iowa State Workforce Development Board under WIOA.

A. GENERAL PROVISIONS

1. The name of the Agreement shall be the SCIWA Chief Elected Officials Shared Liability Agreement.
2. This Agreement reflects the unanimous decisions of all fourteen county CEOs holding office at the time of signing.
3. No property, real or personal, shall be acquired as a result of this Agreement.
4. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
5. Whenever any party desires to give notice unto another party, notice must be given in writing sent by registered United States Mail with Return Receipt Requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving such notice in compliance with the provision of this paragraph or by electronic notice at the e-mail address provided for notifications. The parties designate the seat of the Legislative Body for their municipality as the place for giving notice under this agreement.
6. This Agreement shall be deemed to be a binding agreement and shall be construed in accordance with and governed by the laws of the State of Iowa.
7. In the event that any provisions of this Agreement or the application of any such provision to any party or circumstances be held invalid or unenforceable or the application of such provision to parties or circumstances be unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

8. Any waiver at any time by any party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any subsequent default or matter.

B. CEO DESIGNATION AND ORGANIZATION

1. Each county that is a signatory to this agreement shall appoint one (1) of member of that county's Board of Supervisors to the SCIWA and each member shall have one (1) vote. Any power not specifically delegated to the Chief Lead Elected Official (CLEO) shall be retained by the CEOs of SCIWA. Length of term will be determined by each County Board of Supervisors for their member.
2. Each Chief Elected Official (CEO) signing this agreement shall assume the roles and responsibilities assigned collectively to the CEOs under WIOA.
3. Each CEO may appoint a member of the county board of that county to act in his or her place under this Agreement.
4. When a new CEO is elected within the SCIWA, he/she will submit a written statement acknowledging that he/she has read, understands and will comply with the current Agreement and reserves the option to request negotiations to amend the Agreement at any time during the official's tenure as a CEO.
5. Each member of the SCIWA reserves the option to request negotiations to amend the Agreement at any time during the official's tenure as a (CEO). The terms and provisions of this Agreement shall only be amended by no less than a two-thirds (2/3) vote of the member counties by resolution of their Board of Supervisors.
6. Should any member of the Agreement have a conflict of interest pertaining to any issue coming before the CEOs, or if there is an appearance of a conflict of interest, that member shall declare any such conflict prior to any discussion on the issue, and shall refrain from voting on said issue.
7. The CEOs shall comply with the Iowa Open Meetings Act and shall operate under Robert's Rules of Order.
8. The CEOs may establish such standing, special and advisory committees as it shall deem appropriate. Any committee established hereunder by the CEOs may be abolished by the CEOs at any time.
9. It is the intent of all CEOs that WIOA Title I services be provided to all counties within SCIWA on an equitable and fair basis, taking into account the total funds available and the proportional need for services of each county.

C. PROCESS FOR SELECTION OF CLEO AND VICE-CLEO

1. The CEOs shall select by majority vote from among their members a Chief Lead Elected Official (CLEO) and Vice-CLEO. The CLEO and Vice-CLEO shall serve for a one year term (beginning April 16 of the present year to April 15 of the following year). The Vice-CLEO will rotate to the position of CLEO at the end of the one year term. The CEOs will then select by majority vote a new Vice-CLEO from among their members.
2. The CLEO will serve as the primary point of contact for the SCIWA and shall be the point of contact for Iowa Workforce Development in the dissemination of information to the SCIWA. The CLEO will serve as the signatory for the group of CEOs. In the absence of the CLEO, the Vice CLEO may sign on behalf of the SCIWA and serve and act as duly authorized signatory for the SCIWA on all agreements, grants, or on any other document requiring a signature and duly approved by the SCIWA, in order to be legally binding. The CLEO will act on behalf of the CEOs and will collaborate with the Vice-CLEO and the LWDB chair on a number of issues and tasks.
3. The CLEO shall preside over each meeting.
4. Vice-CLEO. At the request of the CLEO or in the absence of the CLEO, or during his/her inability to act, the Vice CLEO shall assume the powers and duties of the CLEO. The Vice-CLEO shall have such other powers and perform such other duties as may be assigned him/her by the CEOs.
5. In the event of the permanent loss of the CLEO, the Vice-CLEO will succeed to such position. The CEOs will elect by majority vote a new Vice-CLEO at the next scheduled meeting or at a special meeting.
6. The CLEO shall provide an agenda prior to each meeting. Any member may request an item be added to the agenda.
7. At a minimum the CEOs shall meet before April 15 of each year and as the CLEO determines necessary or by petition to the CLEO from those members constituting a minimum of twenty percent (20%) of the CEOs of the SCIWA. Ten members or more shall represent a quorum at meetings.
8. The CLEO and the Vice-CLEO will not for their term serve as the highest-ranking officer on any board or other entity that governs the fiscal agent or a direct service provider.
9. Whenever a potential conflict of interest arises, either directly or indirectly, the CLEO shall act to the benefit of the SCIWA and not his/her own interests. When any such situation occurs, the CLEO is required to disclose the possible conflict of interest.

D. NOMINATION AND APPOINTMENTS TO THE LOCAL WORKFORCE DEVELOPMENT BOARD (LWDB)

The CLEO has the exclusive responsibility to appoint members to the LWDB from individuals recommended by the CEOs. Membership of the LWDB shall meet the guidelines of WIOA section 107(b)(2).

1. CEOs shall diligently keep abreast of the needs and demands of the industries of their counties and seek nominations based upon high demand labor needs of their area.
2. Each CEO will contact (within their county) appropriate businesses, workforce or educational entities, including chambers of commerce, labor representatives and local educational entities to request nominations for LWDB membership. Those entities contacted will be provided with a description of the roles and responsibilities of the LWDB.
3. The CEOs will submit the nominations received to the CLEO for review. The CLEO will then submit to the CEOs a LWDB membership for approval by a simple majority vote at meeting called for that purpose.
4. Additional members may be appointed beyond those minimally required by WIOA or the state. If any such appointments are made, the 51% business representative membership and 20% labor representative membership requirement shall be maintained.
5. Overall members of the LWDB, excluding the Wagner- Peysner Act and Vocational Rehabilitation representatives, must be balanced by gender and political affiliation. After applying the exclusions, no more than one half plus one of the remaining board members may be composed of any one gender or political party.
6. Appointments shall be for three-year terms with individual term appointments staggered so no more than one-third of board seats are appointed at one time.
7. Each individual appointed to serve on the LWDB and the nominating organization will complete and submit the following nomination documentation to the CLEO for member selection and appointment.
 - a. Signed Conflict of Interest form
 - b. Signed Member Nomination form
8. Completed appointment documentation for LWDB membership will be submitted to IWD for review, and the appointee will not be appointed to the LWDB until the CLEO has received confirmation from IWD that the appointment has been affirmed.
9. Upon confirmation from IWD, the CLEO will notify each member appointed to the LWDB by letter or electronic means. Notification shall be at least 30 days before the next regularly scheduled meeting.
10. CEOs shall perform an annual assessment of the Board's membership and performance to ensure that the Board is performing adequately and in accordance with the direction and guidance CEOs provide.

E. REAPPOINTMENT OF MEMBERS

1. The CLEO is responsible for all reappointments. New nominations are required for all appointments from nominating organizations.
2. The CLEO must process reappointments within 60 business days from the effective date of the term expiration. During the 60-day period, the LWDB will be able to legally act as a board and conduct business. If the CLEO fails to reappoint a LWDB member in a required category within 60 business days, the LWDB will be out of compliance with membership composition requirements, and any business conducted shall not be considered legal, unless the LWDB has a waiver in place in accordance with Vacancies.
3. The CLEO must indicate both the official beginning date of the reappointment and the official term expiration date on the nomination form.

F. CHANGE IN STATUS

1. Members may continue to serve on the LWDB until:
 - a. Their term of office expires; however, the member may continue to serve until the replacement nominees' required documents are approved and confirmed in writing by the state.
 - b. The classification under which they were appointed changes.
 - c. The appointment is revoked by the CLEO.
 - d. The member becomes incapacitated or otherwise unable to complete their term of office.
 - e. The member resigns.
2. LWDB members who no longer hold the position or status that made them eligible to represent a specific sector on the LWDB must resign or be removed by the CLEO immediately as a representative of that entity. A resignation is not effective until it has been accepted by the CLEO.
3. Any changes to the membership of the LWDB must be reported to IWD within 10 business days from the date of the change. Notification shall include.
 - a. The name of the LWDB member.
 - b. The nature of the change (addition, removal, etc.).
 - c. The organization represented.
 - d. Job title.
 - e. Category of inclusion (business, workforce, education & training, government/economic, and community development, other).

G. VACANCIES

The CLEO will ensure that LWDB vacancies are filled within 60 business days from the time the vacancy was created, or a written request for a waiver has been completed and submitted to IWD.

H. MID-TERM APPOINTMENT

LWDB members replacing outgoing members mid-term will serve the remainder of the outgoing members term.

I. REMOVAL

1. The CLEO may recommend that the CEOs remove a LWDB member in the event any of the following occurs:
 - a. Documented violation of conflict of interest
 - b. Failure to meet LWDB member representation requirements, as defined in the WIOA and in accordance with Local Board Membership Requirements
 - c. Documented proof of fraud and/or abuse of SCIWA funds
 - d. Intentional violation of Iowa Open Meetings Act
 - e. Criminal behavior
 - f. Other conduct detrimental to the LWDB
 - g. Missing two or more meetings within a period of one year. The anniversary date of membership will determine each full year.
2. Recommendation for removal will be made on a case-by-case basis, depending on the facts of the situation.
3. The CLEO may appoint an independent entity to investigate the conduct of a LWDB member and report back the findings.
4. The LWDB may recommend the removal of a LWDB member for the above violations to the CLEO by a vote in open session of no less than two-thirds (2/3) of the LWDB voting members. The reason for the recommendation must be given in the minutes of the meeting.
5. The CEOs of SCIWA may recommend to the CLEO the removal of a member of the LWDB by a vote in open session of no less than two-thirds (2/3) of it's members. The reason for the recommendation must be recorded in the minutes of the meeting.
6. As soon as practical, but not later than five(5) days after a recommendation for removal, the CLEO must notify the LWDB member and IWD in writing of the decision and reason for removal.

J. DESIGNATION OF GRANT RECIPIENT/FISCAL AGENT

1. WIOA requires the CEOs to serve as the grant recipient for all WIOA Title I funds and to enter into a grant relationship with the State. Under a unanimous decision CEOs may also elect to designate a fiscal agent to administer these funds and to fulfill the role of grant recipient. CEOs will require the fiscal agent to be bonded for the approximate amount of monies received under WIOA to protect their tax payers from the liability caused by misuse of funds and expenditures that are determined unallowable under WIOA.

In accordance with the flexibility of CEOs under WIOA, the CEOs:

1. The CEOs process for selecting the fiscal agent will consist of an in-depth analysis of the qualified organizations in the Area to perform the required fiscal agent roles and responsibilities outlined under WIOA. The fiscal agent will be selected by a majority vote of the CEOs based on the organizations experience, staff availability and qualifications, and past performance for handling federal funds. The CEOs may also allow the CLEO to select the fiscal agent.
2. The CEOs expect the fiscal agent to comply with all federal and state rules and regulations pertaining to the responsibilities of grant recipient/fiscal agent as defined under WIOA law, regulations and State of Iowa policy. The fiscal agent is responsible for the following functions:
 - a. Receive funds
 - b. Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with the Office of Management and Budget circulars, the Workforce Innovation and Opportunity Act and the corresponding Federal Regulations and State policies
 - c. Respond to audit financial findings
 - d. Maintain proper accounting records and adequate documentation
 - e. Prepare financial reports
 - f. Provide technical assistance to subrecipients regarding fiscal issues
 - g. At the direction of the LWDB, the fiscal agent may also:
 - i. Procure contracts or obtain written agreements
 - ii. Conduct financial monitoring on service providers and
 - iii. Ensure independent audit of all employment and training programs

K. MISSPENT FUNDS OR DISALLOWED COSTS

1. The CEOs expect the fiscal agent to assume primary liability for any disallowed costs associated with the provision of fiscal agent services and shall be held liable for any disallowed costs by the CEOs.
2. The CEOs would also require the Service Provider to be bonded for the approximate amount of the service to be provided and be liable for misused or misspent funds associated with that Service Provider.
3. The CEOs recognize that the bonding process does not absolve CEOs of their collective liability for misspent WIOA funds. In the event WIOA expenditures are disallowed and CEOs are unsuccessful at obtaining repayment from the responsible entity, each county shall be responsible for a portion of any such liability. The apportionment will be divided proportionally between the fourteen counties of SCIWA based upon the population of each member county at the time the funds was misused or misspent.
4. The CEOs recognize that the required payment of disallowed costs must be made from non-federal funding sources.

L. CEO PARTNERSHIP WITH THE LOCAL WORKFORCE DEVELOPMENT BOARD

1. The CEOs and LWDB shall develop and submit a local plan to the IWD that meets local workforce development needs and the requirements of WIOA. The completed local plan shall be approved by CEOs at a scheduled CEO meeting. The CEOs and LWDB must be in agreement on the local plan before the plan can be submitted to the IWD. The local plan must be consistent with the state plan.

2. In partnership with the LWDB, the CEOs shall conduct oversight for WIOA Title I programs and the American Job Center (AJC) in the local area. They will ensure the appropriate use and management of the funds provided in the local area and ensure the appropriate use and management, and investment of funds to maximize performance outcomes.
3. To fulfill our oversight responsibilities under WIOA, the CEOs shall receive from its designated Grant Recipient and Fiscal Agent (if applicable) the following information for review prior to each meeting:
 - a. Reports and other documents that summarize the current financial conditions of all WIOA grants awarded to SCIWA, including income, expenditures, fund balances, comparison to approved budget and other financial metrics the CEOs may identify in conjunction with the execution of their responsibilities under this Agreement.
 - b. Reports and other documents that summarize known compliance issues or concerns along with an explanation of any out-of-compliance notices received for any program for which the CEOs retain ultimate financial liability.
4. The LWDB, with the approval of the CEOs shall designate a one stop operator through a competitive process and may terminate for cause the eligibility of such operators pursuant to WIOA section 107(d)(10).
5. The LWDB shall develop a board budget, with the approval from the CEOs. The LWDB, with the assistance of the grant recipient/fiscal agent, shall develop a budget consistent with the local plan for its activities and submit the budget to the CEOs for their approval. The grant recipient/fiscal agent must distribute grant funds as approved by the CEOs provided that the disbursement does not violate WIOA or any other applicable law.
6. The CEOs shall approve additional one-stop partners as deemed appropriate and necessary to provide quality services.
7. The LWDB, with approval from the CEOs, shall develop and enter into a Memorandum of Understanding (MOU) concerning the operation of the one-stop delivery system in the local area with the One-Stop Partners. The completed MOUs shall be subject to CEO approval and shall be reviewed and approved by the CEOs at scheduled meetings.

M. CEO DISPUTES

It is agreed that CEO decisions required under this Agreement shall be made in a democratic manner and that each CEO shall have an equal vote in all deliberations. A simple majority vote of the ten or more members present shall be required to approve or deny any action required to fulfill the CEO responsibilities covered by this Agreement.

N. AMENDMENTS

This Agreement may be amended or modified at any time by the affirmative vote of 75% (11 members) of the fourteen (14) county CEOs holding office at the time of modification.

O. SELECTION OF NEW CLEO

When a new CLEO is selected in accordance with the CEO agreement, the newly selected CLEO must submit to the LWDB and IWD a written statement acknowledging that he/she has read, understands and will comply with the current CEO Agreement, and will apprise IWD of the change in CLEO designation.

P. CLEO INFORMATION Jason Roudabush Poweshiek County jroudabush@netins.net
VICE-CLEO INFORMATION Don Seams Wayne County dseams@waynecountyia.org

Q. NEW ENTITY

No separate legal or administrative entity is being created because of this Agreement. Pursuant to Iowa Code 28E.6 the CEOs shall be responsible for administering this agreement and joint undertaking.

R. DURATION

This agreement shall be effective upon the approval of the Board of Supervisors of each of the member counties. The Agreement shall continue until the Workforce Innovation and Opportunity Act is rescinded or SCIWA as currently designated is changed by the Governor or upon the CEOs amending this Agreement or the end of thirty (30) years from the date of this agreement has been approved by all parties.

CONTACT INFORMATION

| | | | | |
|-----------|------------|---------|-----------|--|
| Tama | CEO Member | Kendall | Jordan | iowasteptank@mchsi.com |
| Hardin | CEO Member | Lance | Granzow | lgranzow@hardincountyia.gov |
| Poweshiek | CLEO | Jason | Roudabush | jroudabush@netins.net |
| Marshall | CEO Member | Steve | Salasek | ssalasek@marshallcountyia.gov |

| | | | | |
|-----------|------------|---------|-----------|--|
| Davis | CEO Member | Matt | Greiner | greinerm@daviscountyiowa.org |
| Jefferson | CEO | Dee | Sandquist | dsandquist@jeffersoncountyia.com |
| Keokuk | CEO Member | Michael | Berg | kathleenberg45@gmail.com |
| Lucas | CEO Member | Dennis | Smith | smithfarms2@hotmail.com |
| Mahaska | CEO Member | Steve | Wanders | supervisors@mahaskacounty.org |
| Monroe | CEO Member | Michael | Beary | mikebeary52@hotmail.com |
| Appanoose | CEO Member | Neal | Smith | supervisors@appanoosecounty.net |
| Van Buren | CEO Member | Dale | House | dalespackers@yahoo.com |
| Wapello | CEO Member | Wayne | Huit | whuit@wapellocounty.org |
| Wayne | VICE-CLEO | Donald | Seams | dseams@waynecountyia.org |

SIGNATURE PAGE

I have read and agree to the:

SOUTH CENTRAL IOWA WORKFORCE AREA CHIEF ELECTED OFFICIAL SHARED
LIABILITY AGREEMENT.

(signature)

(Date)

| | | |
|-------|------------------|-------|
| _____ | Appanoose County | _____ |
| _____ | Davis County | _____ |
| _____ | Hardin County | _____ |
| _____ | Jefferson County | _____ |
| _____ | Kiokuk County | _____ |
| _____ | Lucas County | _____ |
| _____ | Mahaska County | _____ |
| _____ | Marshall County | _____ |
| _____ | Monroe County | _____ |
| _____ | Tama County | _____ |
| _____ | Poweshiek County | _____ |
| _____ | Van Buren County | _____ |
| _____ | Wapello County | _____ |
| _____ | Wayne County | _____ |

Appanoose County Zoning

Appanoose County Courthouse

201 N. 12TH ST. Centerville, IA

bburgin@appanoosecounty.net

PH: 641.437.4529 FAX: 641.856.3062

Appanoose County Board of Supervisors:

At the Appanoose county Zoning Commission meeting May 18, 2020, the Board voted unanimously to approve the following:

- Tanner Voss parcel to change from Ag to Commercial for a campground.
- Janet Acheson, Trustee of the Ronald L. & Charlotte M. Tisue Trust to divide off a 1-acre parcel to change from Ag to Residential for sale of the house.

Therefore, we request approval by the Board of Supervisors.

Beth Burgin, Zoning Administrator



Appanoose County Treasurers Office

Janet Davis, Treasurer

Courthouse

201 North 12th St

Centerville, IA 52544

Phone: 641-856-3097

Fax: 641-856-8104

Email: jdavis@appanoosecounty.net

May 22, 2020

To: Appanoose County Board of Supervisors

Mark Waits, Chair

Neal Smith

Linda Demry

RE: Outstanding Treasurer's Checks

In accordance with the Code of Iowa, Chapter 331.554(6), checks outstanding for more than one year shall be canceled from the County Treasurer's check register. Therefore, the following Treasurer's checks are now null and void and will be removed from the list of outstanding checks and deposited to US Bank account #196566764.

| <u>CK#</u> | <u>Date Issued</u> | <u>Name</u> | <u>Amount</u> |
|------------|--------------------|-------------|---------------|
| 7897 | 03-18-2019 | Jayci Inman | \$22.00 |

A handwritten signature in cursive script that reads "Janet Davis".

Janet Davis

Appanoose County Treasurer

OFFICE OF THE

Appanoose County Auditor

KELLY HOWARD

COURTHOUSE
201 N. 12th St., Rm 11
CENTERVILLE, IOWA 52544

Phone (641) 856-6191
Fax (641) 856-8023
khoward@appanoosecounty.net

May 27, 2020

Appanoose County Board of Supervisors

Re: Outstanding Auditor Warrants

In accordance with Iowa Code 331.554 (7) warrants outstanding for more than one year shall be canceled.

| <u>Disbursement #</u> | <u>Fund</u> | <u>Amount</u> | <u>Name</u> |
|-----------------------|-------------|---------------|------------------------|
| 23154 | 01000 | \$300.00 | Harold & Sheila Wilson |
| 25605 | 01000 | \$500.00 | Chad Koestner |
| 27119 | 01000 | \$20.00 | Dan Furlin |
| 27383 | 01000 | \$20.00 | Shawn Cassady |



Kelly Howard
Appanoose County Auditor &
Commissioner of Elections

Paula Gray

28115 Hwy 5
Cincinnati, IA 52549

March 28, 2020

Teddy Walker

Appanoose County Recorder
201 N. 12th St
Centerville, IA 52544

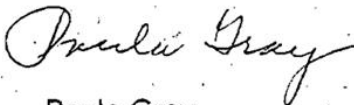
Dear Teddy,

I have enjoyed having the opportunity to learn about the work and procedures of the Recorder's Office. You and Megan have been wonderful teachers in explaining the process, and being patient with this new learner.

It is with sadness that I must resign from my temporary position at the Recorder's Office. An unexpected offer on our home has given us the opportunity to relocate and we will be moving closer to our sons in the Des Moines area. My last day of availability will be May 15.

Thank you for taking a chance on me and giving me this opportunity. It has been a very interesting work. And it has given me an understanding and appreciation about how the county offices work together.

Sincerely,



Paula Gray



MMP Short Form for Annual Updates

Iowa law requires confinement feeding operations to submit updated manure management plans (MMPs) and fees on an annual basis. The update, which must be submitted on this form, may be submitted any time in the 45 days prior to the due date. If the update is not submitted to the appropriate DNR field office by the due date, a Notice of Violation will be issued. If a complete update, including fees, is not submitted by the end of the month in which it is due, the matter will be referred to our legal services section for enforcement action, including a \$3,000 penalty. The postmark is considered the submittal date for mailed updates.

Instructions:

1. Fill in the facility information including name, ID number, location, and owner/contact information. Check the box(es) below that apply to your operation. Sign and date the form.
2. Make copies of this form for yourself, the appropriate county or counties, and the DNR field office.
3. Submit a copy of this form and the changes to the plan to the appropriate county or counties.
4. Submit a copy of this form (signed and dated by the facility owner and by the county representative(s)) to the appropriate DNR field office. You do not need to submit the changes to the DNR field office. Submit only this form.
5. Attach a copy of the compliance fee form (542-8064) along with a check made out to the DNR.

| | | | | | |
|---------------------------|-----------------------|----------|----------------|--------------|-----------------|
| Facility Name: | DeerView | | Facility ID #: | 65788 | |
| Facility Address: | 2727 730th Avenue | | Blakesburg | IA | 52536 |
| | (Address) | | (City) | (State) | (Zip) |
| Location: | NW | % of the | NW | % of Sec | 36 |
| | (%) | | (%) | | (Section) |
| | | | | T | 71N |
| | | | | R | 16W |
| | | | | | Urbana |
| | | | | | Monroe |
| | | | | | (Township Name) |
| | | | | | (County) |
| Owner's Name: | DeerView, LLC | | Phone Number: | 703-568-5078 | |
| Mailing Address: | PO Box 11123 | | Burke | VA | 22009 |
| | (Address) | | (City) | (State) | (Zip) |
| Contact Name: | Brian Ritland | | Phone Number: | 641-648-7300 | |
| (if different than owner) | | | | | |
| Mailing Address: | 620 Country Club Road | | Iowa Falls | IA | 50126 |
| | (Address) | | (City) | (State) | (Zip) |

Changes indicated below must be included in your current, on-site copy of the MMP (kept within 30 miles of the site). Prior to making changes in manure management practices, the on-site copy must be updated to show the proposed changes.

I have made no changes to my MMP.

I have made the following changes to my MMP:

I have added acres.

I have changed my crop rotation or optimum yields.

My type of feeding system has changed.

I used a different method of application.

I am using a manure analysis for determining application rates when applying manure

I am electing to be a small animal feeding operation (SAFO)

The manure has been removed/applied effective _____ (date)

The animal unit capacity of my facility has changed to _____ (AUCs)

Compliance Fee Form (542-8064) to be submitted with original election (no check required)

The animal unit capacity of my facility has changed. (Contact your local DNR field office.)

I have made (other) changes to my MMP. Describe: _____

Signature of Facility Owner:

Date: May 10, 2020

VERIFICATION OF COUNTY RECEIPT: I have received a complete copy of the annual MMP update.

County: Appanoose

Signature:

Date: 5/20/2020

County: _____

Signature: _____

Date: _____

County: _____

Signature: _____

Date: _____

To be approved, the update must be submitted on this form, at least one of the boxes above must be checked, the form must be signed and dated by the county representative(s) and the facility owner, and the correct fees must be paid.

28E AGREEMENT

FOR

SOUTH CENTRAL BEHAVIORAL HEALTH REGION

This Agreement is made and entered into by, between and among the undersigned counties, each having adopted this Agreement by resolution of its board of supervisors, and hereby join together to voluntarily form a public body corporate and politic and separate legal entity under Iowa Code Chapter 28E, and amendments thereto, known as the South Central Behavioral Health Region.

SECTION 1: IDENTITY OF THE PARTIES

The undersigned counties are political subdivisions and constitute "public agencies" as defined in Iowa Code section 28E.2. The initial member counties are: Appanoose, Davis, Mahaska and Wapello. County membership may, however, change from time to time as provided in this Agreement and the current member counties at any time shall be referred to as the "member counties" in this Agreement.

SECTION 2: PURPOSE AND GOALS

The member counties entered into this 28E Agreement to create a mental health and disability service Region as described in the Iowa Code to provide local access to mental health and disability services for adults and behavioral health services to children. To engage in any other related activity in which an Iowa 28E organization may lawfully be engaged.

SECTION 3: TERM AND TERMINATION

- 3.1 Term. This Agreement shall be effective when the undersigned initial member counties, as listed in Section 1 execute this Agreement and this Agreement is filed with the Iowa Secretary of State as required by Iowa Code Section 28E.8 (the "Effective Date").
- 3.2 Termination. The term of this Agreement shall be perpetual, unless terminated by:
 - a) a repeal or amendment of the Iowa Code sections that result in the elimination of a statutory requirement for mental health services to be provided through a regional format; and
 - b) a majority of the member counties approve termination of the region.
- 3.3 Wind Up of Region. In the event the Agreement is terminated as provided in Section 3.2, the Governing Board shall begin winding down the Region. If all the requirements in

Section 3.2 are met by or on December 1 of any year, then this Agreement will terminate effective for the succeeding June 30th. If all the requirements in Section 3.2 are met after December 1 of any year, then this Agreement will terminate effective one calendar year from the succeeding June 30th.

- 3.4 Distribution of Assets. In the event this Agreement is terminated and the Region is dissolved, all property of the Region shall be delivered, assigned and conveyed to the member counties as contributed by each member county. The Region will set up a Regional reinsurance mechanism; dollars contributed will include state dollars, and any other County or local funds designated by the Governing Board. If a member county leaves, they would receive whatever they contributed after all remaining obligations of that county are paid. State dollars will be distributed proportional to county population. Please refer to section 7.1 Regional Finances.

SECTION 4: GOVERNANCE

- 4.1 Governing Board Directors: The Governing Board of Directors shall contain the following Directors:
- a) Each member county shall appoint one of its supervisors to serve as a Director on the Governing Board pursuant to Iowa Code section 331.390(2)(a). The Board of Supervisors of each member county shall select its Director and he or she shall serve indefinitely at the pleasure of the county appointing the Director, until a successor is appointed, or until the earlier death, resignation, or the end of such person's service as a county supervisor. Any Director appointed under this Section may be removed for any reason by the county appointing the Director, upon written notice to the Region's Board of Directors, which notice shall designate a successor Director to fill the vacancy.
 - b) One individual who utilizes mental health and disability services or is an actively involved relative of such an individual shall be appointed pursuant to Iowa Code section 331.390(2)(b) This Director shall serve an initial term of one year, with appointments thereafter to be for two-year terms. A Director can be reappointed for one or more additional terms.
 - c) One individual representing adult service providers in the Region shall be appointed pursuant to Iowa Code section 331.390(2)(d). This Director shall be appointed by the adult advisory committee described below. This Director shall serve in an ex-officio capacity. This Director shall serve an initial term of one year, which shall begin upon the Effective Date, with appointments thereafter to be for two-year terms. A Director can be reappointed for one or more additional terms.

- d) One individual representing children's behavioral health service providers in the Region shall be appointed pursuant to Iowa Code section 331.390(2)(e). This Director shall be designated by the Region's children's advisory committee described below. This Director shall serve in ~~an ex-officio~~ex-officio capacity. This Director shall serve an initial term of one year with appointments thereafter to be for two-year terms. A Director can be reappointed for one or more additional terms
- e) One individual representing the education system in the Region shall be appointed pursuant to Iowa Code section 331.390(2)(f). This Director shall be designated by the Region's children's advisory committee described below. This Director shall serve an initial term of one year with appointments thereafter to be for two-year terms. A Director can be reappointed for one or more additional terms
- f) One individual who is a parent of a child who utilizes children's behavioral health services or actively involved relatives of such children shall be appointed pursuant to Iowa Code section 331.390(2)(g). This Director shall be designated by the Region's children's advisory committee described below. This Director shall serve an initial term of one year with appointments thereafter to be for two-year terms. A Director can be reappointed for one or more additional terms

4.2 Director Vacancies.

- a) County-Appointed Directors: If a vacancy occurs during the term of a county-appointed Director appointed pursuant to Iowa Code section 331.390(2)(a), due to death, resignation, or end of service as a county supervisor of such Director, the vacancy shall be filled within thirty (30) calendar days of its occurrence by the county having the right of appointment.
- b) All Other Directors. If a vacancy occurs during the term of a Director appointed pursuant to Iowa Code section 331.390(2)(b), (d), (e), (f), or (g), due to death or resignation of such Director, the vacancy shall be filled within thirty (30) calendar days of its occurrence by the committee having the right of appointment for the remainder of the unexpired term.
- b)c) Abandonment of Office: If a Director appointed pursuant to Iowa Code section 331.390(2)(b), (d), (e), (f), or (g) is absent from three (3) consecutive meetings or more, the committee having the right of appointment may by majority vote remove such Director and the vacancy shall be filled pursuant to subsection b for the remainder of the unexpired term.

4.3 Voting Procedures for Governing Board.

- a) All Governing Board members appointed under Iowa Code section 331.390(2)(a) are herein after called County-Appointed Directors. Governing Board members appointed

under Iowa Code section 331.390(2)(b), (f), & (g) are herein after called Regular Directors. Governing Board members appointed under 331.390(2)(d) & (e) are herein after called Nonvoting Directors.

- b) ~~Voting directors shall consist of all County-Appointed and Regular Directors. Each County-Appointed Director shall have six (6) votes. Each Regular Director shall have one (1) vote. Except as provided in subsection d, each County-Appointed and Regular Director shall have one (1) vote. Nonvoting Directors shall have no vote. County-Appointed Directors are prohibited from split voting and each County-Appointed Director must cast all his or her votes either for or against a motion.~~
- c) A quorum must be present in order for the Governing Board to take action. ~~Except as otherwise provided, a~~ quorum shall consist of the majority of the ~~County-Appointed Directors of voting directors. The~~ Except as provided in subsection d, the Governing Board shall take action when the majority of votes cast are in support of a motion.
- d) ~~For the Governing Board to take action regarding any a budget or levy recommendation, each County-Appointed Director shall have four (4) votes and each Regular Director shall have one (1) vote. all the County-Appointed Directors must be present to constitute a quorum. The Board shall only take action on such a motion a budget or levy recommendation if two-thirds of the votes cast are twelve (12) votes or more are cast in support of the motion. County-Appointed Directors shall not abstain from voting on a budget or levy recommendation. County-Appointed Directors are prohibited from split voting and each County-Appointed Directors must cast all his or her votes either for or against a motion~~
- e) Voting shall be done by roll call vote. Proxy voting will not be allowed; however, a Governing Board Director may attend via electronic means and be considered present for purposes of reaching a quorum and voting.

4.5 Board Officers. The Governing Board shall organize itself and at its initial meeting elect a Chair, Vice-Chair and Secretary. Thereafter, at the first meeting each calendar year, the Governing Board shall elect a Chair, Vice-Chair and Secretary for the next ensuing one (1) calendar year. The Chair, Vice Chair and Secretary can be re-elected for one or more additional terms. The Chair shall preside at the Board's meetings, preserve order and enforce this Agreement. The Vice-Chair shall assist the Chair. During the temporary absence or disability of the Chair, the Vice-Chair shall discharge the duties of the Chair. Should the Chair be permanently absent or disabled, the Vice-Chair shall succeed to the office of the Chair.

- a) The Secretary-Treasurer shall keep minutes of all Board meetings.

4.6 Powers of the Governing Board. Except as otherwise provided in this Agreement, the Region shall be under the direction and control of the Governing Board and the Chief Executive Officer. The Governing Board shall have each and all of the following powers:

- a) To contract with any public or private entity to provide all necessary services;
- b) To rent, lease, or purchase any tangible personal property, real estate or services reasonably necessary to fulfill the purposes of this Agreement;
- c) To establish a system of accounting and budgeting, and a system for receiving payments;
- d) To retain legal counsel, accountants, and other professional individuals needed in order to fulfill the purposes of this Agreement;
- e) To sue and be sued;
- f) To make and enforce bylaws or rules and regulations for the management and operation of the Region's business and affairs;
- g) To do and perform any acts authorized by the Code of Iowa, under, through or by means of its officers, agents, and employees, or by contracts with any person or entity;
- h) To consult with representatives of Federal, State, and local agencies and departments, and their officers and employees, and to contract with such agencies and departments;
- i) To receive funds from each member county as set forth in this Agreement;
- j) To accept grants, contributions, or loans from Federal, State or local agencies;
- k) To establish the times and places for business meetings and educational conferences, and to set agendas for those meetings and conferences; ~~and~~
- l) To exercise any other power or do any other legal act necessary to discharge its obligations and fulfill the purposes of this Agreement; and -
- m) To participate in the planning and implementation of the Strategic Plan for the region.

The Governing Board may delegate any of these powers to the Chief Executive Officer or staff of member counties serving the Region as the Governing Board deems necessary. The Governing Board may adopt such policies, rules, regulations, and actions not inconsistent with law or this Agreement

4.7 Appointment of Committee

Members of any committee of the Region shall be appointed by the Governing Board. Interested committee members shall submit a letter of interest to the CEO to be considered by the governing board for appointment. Committee members shall serve

indefinitely at the pleasure of the Governing Board, until a successor is appointed, or until the earlier death or resignation of such committee member.

4.8 Duties of Committees

The adult advisory committee, as appointed by the Governing Board, shall have at minimum 5 members. The committee members shall be: individuals who utilize services or actively involved relatives of such individuals; service providers; and other identified by the Governing Board. The Governing Board will be represented at advisory committee meetings by the Chief Executive Officer who will report back to the Governing Board at its quarterly meetings. The mechanism through which the Governing Board appoints members will be through a formal Regional Stakeholder meeting consisting of service providers, individuals who utilize services, or actively involved relative of such individuals, and any other categories of persons identified by the Governing Board.

The child advisory committee, as appointed by the Governing Board, shall have a minimum of 10 members. The committee members shall be: parents of children who utilize services or actively involved relatives of such children, a member of the education system, an early childhood advocate, a child welfare advocate, a children's behavioral health service provider, a member of the juvenile court, a pediatrician, a child care provider, a local law enforcement representative, and regional Governing Board Members. The child advisory committee shall advise the Governing Board as requested by the Governing Board and shall also make designations to the Governing Board as described above. The mechanism through which the Governing Board appoints members will be through a formal Regional Stakeholder meeting consisting of service providers, individuals who utilize services, or actively involved relative of such individuals, and any other categories of persons identified by the Governing Board.

The Governing Board may take action to create additional committees for various other purposes as it deems appropriate.

4.9 Methods for Dispute Resolution

An internal dispute which cannot be resolved shall mean any action which the Region must take and for which no agreement on the particular action to be taken has been determined through the process set forth under this Agreement and such determination of action has remained unresolved for 30 calendar days.

In the event an internal dispute arises amongst or between the Governing Board members, the Chief Executive Officer or any of the member counties, which cannot be resolved, the following dispute resolution shall be used:

- a) Mediation conducted pursuant to Chapter 679C of the Iowa Code;
- b) If after which the dispute remains unresolved, arbitration will be conducted pursuant to Chapter 679A of the Iowa Code.

This section applies only to the business of this South Central Behavioral Health Region. Such arbitration award shall be final and binding on all parties.

5. MEMBER COUNTIES

5.1 Specification, Requirements, Obligations, Expectations of Member Counties

The member Counties agree to the following:

- To respond to reasonable requests to make local records available to the Region for the purposes of this Agreement; i.e., if a member county contracts for another member county's social worker, it would be the expectation that client files would be shared between member counties.
- Continue to offer services presently established and implement evolving services as the Region sees fit.
- When requested by Chief Executive Officer for a particular service, member counties will make those services available to the Region on a reimbursable basis.
- To contribute funds as required by this Agreement for the services to be provided by the Region and to provide funds to the Region through a reinsurance mechanism fund established in Section 7.1.
- Counties agree to levy the same dollar amount per capita as determined by the Governing Board.

5.2 Decision that Require Member County Votes

The Governing Board shall not have authority to, and they covenant and agree that they shall not, do, or cause the Region to do, any of the following acts without the prior consent of the Boards of Supervisors of all of the member counties.

- a) Permit any new member counties;

- b) Remove any member county (other than a voluntary withdrawal of a county as provided below);
- c) Terminate or amend this Agreement; or
- d) Dissolve the Region.

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5.3 Member County Voting Procedure

Any question related to the issues listed in Section 5.2 above may be presented to the member counties by resolution of the Governing Board of the Region by first adopting a recommendation on the issue and then submitting it to the individual member counties. A separate explanation of the reasons for the recommendation shall be included. Each member county must vote upon the proposal by resolution of its Board of Supervisors and submittal of a certified copy of this resolution to the Region's Governing Board Chair. This resolution shall be submitted within thirty (30) calendar days of the date that the County received a copy of the proposal.

5.4 Additional Member Counties

If a county wishes to become a member county of the Region after the Effective Date, the county must make a written request to the Region's Governing Board. Such request will then be addressed through the Member Voting Procedure set forth in Section 5.2 and 5.3. If a new county's request is approved through such procedure, such new membership will not become effective until:

- a) the county provides a signature page to this Agreement and a resolution from its Board of Supervisors that it agrees to abide by the terms of this Agreement as set out herein and possess legal power and authority to do so; and
- b) If the new county's request has been properly approved, and it has submitted the documentation in Section 5.4(a) prior to December 1st, then such membership shall become effective on July 1st of the next fiscal year. If all of these requirements are not met until after December 1st, then such membership shall become effective on July 1st of the subsequent fiscal year; or-
- c.) If the Director of the MH/DS of the Department of Human Services assigns a county to Region, the region will work within the time frames assigned by the Director.

5.5 Member County Withdrawal/Removal

- a) Member County Withdrawal

Any member county, by resolution of its Board of Supervisors, may withdraw from the Region by giving written notice to the Governing Board of the Region no later than December 1st prior to the end of the fiscal year when the withdrawal will be effective. Withdrawal shall not relieve the withdrawing member county of the obligation to pay its share of the expenses of

the Region incurred during the fiscal year in which the withdrawal occurs, and any other past due amounts. Services of the Region shall continue to be provided to the withdrawing member county until the date of withdrawal, so long as such member county remains in good standing as provided in Section 5.6 below. Upon withdrawal, member counties shall receive the dollars that were contributed to the reinsurance mechanism established in the Region Fund, after all bills have been paid. A proportion of remaining Regional fund dollars will be returned proportional to that county's contribution to the Regional fund in that fiscal year. Please refer to section 7.1 Regional Finances.

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b) Member County Removal

If the Governing Board feels it is in the best interest of the Region for a member county to be removed from the Region, the Governing Board will pass a resolution to that effect and proceed under the Member Voting Procedure set forth in Section 5.3. for all remaining counties in the Region, except the county recommended for removal. A unanimous vote by all remaining counties in the Region will be required for removal to occur. Upon removal, member counties shall not be entitled to any repayment of funds, services, or property provided to the Region.

5.6. Suspension of Voting Rights and Services

In the event any member county fails to make a payment to the Region as required under this Agreement for thirty (30) calendar days after such payment is requested in writing, then the member county will be deemed delinquent. During any period of delinquency, such member county shall not be entitled to the services of the Region, nor shall the member county be entitled to vote on matters coming before the Governing Board, unless such delinquency shall be waived by a unanimous vote of the remaining members of the Governing Board. Every effort will be made by the Governing Board members to work with the member county's board to remedy the county deficit. If the deficit is not cured within a year, the Governing Board may take action to remove the member county. During any period of delinquency, the clients of such member county will not suffer as a result.

6. STAFF

6.1 Selection Process for Chief Executive Officer

For the initial Chief Executive Officer, a candidate shall be proposed by the Governing Board, and upon approval by the Governing Board, shall be referred to candidate's own county for approval by the county Board of Supervisors. Future candidates for the role of Chief Executive Officer shall be identified by the Governing Board and the Board of Supervisors of the member counties. Appointment shall require the approval of the Governing Board and the candidate's own county Board of Supervisors. The Chief Executive Officer shall be the single point of accountability for the Region.

6.2 Performance Evaluation of Chief Executive Officer

The Governing Board shall conduct an annual evaluation of the Chief Executive Officer. The Governing Board may conduct additional evaluations of the Chief Executive Officer at any time, as it deems necessary, in a given situation. All evaluations shall be summarized in writing and submitted to the Board of Supervisors of the member county which employs the respective Chief Executive Officer. In the event the Governing Board determines that it is not in the best interests of the Region for a particular person to continue to serve as a Chief Executive Officer, the Governing Board shall inform the Board of Supervisors of the member county employing such person.

6.3 General functions and responsibilities of staff

The Region intends to employ or contract for staff for the following functions and responsibilities:

- a) Communications;
- b) Strategic Plan Development;
- c) Budget Planning and Financial Reports;
- d) Operations – personnel, benefits, space, training, etc.;
- e) Risk Management;
- f) Compliance and Reporting;
- g) Service Processing, Authorization and Access;
- h) Provider Network- development, contracting, quality and performance;
- i) Payment of Claims;
- j) Quality Assurance;
- k) Appeals and Grievances; and
- l) Information Technology.

The Chief Executive Officer shall remain a county employee of their respective county and will receive salary and benefits through their employing county. Staff shall include one or more coordinators of mental health and disability services and one or more coordinators of children's behavioral health, hired by their respective county for personnel, payroll and benefit purposes, but report to their particular Board of Supervisors only for business unrelated to South Central Behavioral Health Region. For job duties performed on behalf of the region the Service Coordinators shall be accountable to the South Central Behavioral Health Region CEO and Governing Board.

Regional services will be billed to counties that use them and reimbursed to counties that provide them.

Staff shall include one or more coordinators of services from member counties. Coordinators must have a bachelor's or higher degree in human services related or administrative related field from accredited college or university. In lieu of a degree in administration, a coordinator may provide documentation of relevant management experience.

The Governing Board reserves the right to amend this list of staff responsibilities on its own motion without member approval as a non-substantive amendment as provided for in Section 8.1.

7. REGION FINANCES

7.1 Management & Expenditure of Funding

a) General:

All state dollars and any other county or local funds that are received by the member counties for purposes related to the Region shall be transferred to the Region. The first payment is to be made by October 31 and the second by April 30 of each fiscal year. Any collection of tax dollars for Region purposes after April 30 of a given fiscal year will be paid to the Region in the first payment of the next fiscal year-by October 31. The Region fund shall be used to pay all cost of the Region managed and administered by fiscal agent of the Region, the CEO, or staff designated by the Region, and in compliance with the law, direction from the Governing Board and other written policies of the Region. The Governing Board may designate these funds into one of three different types of accounts.

- 1) Region Account: Each fiscal year as a part of the Region's budgeting process, the Governing Board will determine a dollar amount necessary to fund the services and administrative costs of the Region. The dollar amount from each Member County that will be transferred to the Region account will be based on the budget estimate for Region Services and Region Administrative Costs, with Region Services to be paid for by the Member Counties on a per capita basis and Region Administrative Costs to be shared equally by the member counties.
- 2) Member County Accounts: All state dollars and any other county or local funds not designated to the Region Account will be held in separate accounts for each mMember cCounty. The amount in each mMember cCounty account will be the state dollars and any other county or local funds that it transferred to the Region, minus the amount of such mMember cCounty's contribution that was designated to the Region Fund. Funds in an mMember cCounty account shall be expended only for costs associated with that mMember cCounty. The Board of Supervisors shall make recommendations to the Governing Board on how the dollars in its mMember cCounty account should be spent, but final approval and determination of expenditures out of these funds shall be made by the Governing Board.
- 3) Risk Pool Account: In the event a mMember cCounty's account has a negative equity position or a negative ending cash balance, funds shall first be transferred to the risk pool account from that county's remaining contribution to the region account, if any, and then from the accounts of the other mMember cCounties as required by the Governing Board, to correct the negative equity position or negative ending cash balance for the applicable mMember cCounty. The mMember cCounty that has a negative equity position or negative ending cash balance in its operating budget shall repay the necessary funds through a transfer of funds at such times and in such amounts as recommended by the Chief Executive Officer and approved by the Governing Board as determined to be prudent and feasible. Any repayments shall be apportioned amongst accounts using the same formula as that used to remedy the deficit.

All of the above accounts shall be managed and administered by the Chief Executive Officer, or staff designated by the Chief Executive Officer, and in compliance with the law, direction from the Governing Board, and other written policies of the Region.

One member county shall act as a fiscal agent to the Region for all of the above accounts by vote of the Governing Board. The fiscal agent shall receive an administrative fee of .25 cents per capita, as will be specifically set forth in the Region's budget for each year.

b) Administrative Funding and Resources:

Administrative costs shall be a component of the Region's budget. Particular administrative costs may be paid out of the Region Account if designated by the Governing Board as a Region Administrative Cost. Otherwise, administrative costs will be paid out of the mMember cCounty Accounts for the county to which the administrative cost is attributable.

c) Use of Savings for Reinvestment

The Region shall comply with Chapters 12B and 12C of the Iowa Code for deposit and investment of Region Account. Through the Region's budgeting process, it shall strive to use surplus funds for the development of additional services.

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7.2 Process for Initial Funding to Begin Operations

The initial startup dollars will consist of funds designated by the Governing Board. Each member county would contribute 1/3 of the Region's Administration obligations.

7.3 Process for Annual Independent Audit

Accounts of the Region shall be audited annually by a certified public accountant certified in the state of Iowa, as selected by the Governing Board. The Region will be responsible for paying for this annual audit.

7.4 Levy

Counties agree to levy the dollar amount per capita as determined by the Governing Board.

8. SCOPE & AMENDMENTS

8.1 Amendments

The Governing Board is authorized to make non-substantive amendments to this Agreement with a two-thirds vote of board members present. All other amendments to this Agreement shall be conducted through the member approval process described in Section 5.3 and in compliance with Iowa Code Chapter 28E, which includes filing all amendments with the Iowa Secretary of State.

8.2 Entire Agreement

This Agreement represents the entire 28E Agreement of the South Central Behavioral Health Region.

8.3 Invalidity

If any one or more provisions of this Agreement are declared unconstitutional or contrary to law, the validity of the remainder hereof shall not be affected.

8.4 No Waiver

The waiver by any party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach

SIGNATURE PAGE

IN WITNESS WHEREOF, APPANOOSE COUNTY EXECUTES THIS 28E AGREEMENT, CREATING
SOUTH CENTRAL BEHAVIORAL HEALTH REGION

EFFECTIVE _____:

BY: _____

(Print name)

_____ Board of Supervisors, Chairperson

ATTEST: _____
(Print name)
_____ County Auditor

ACKNOWLEDGMENT BY NOTARY

STATE OF IOWA)
) ss.
_____ COUNTY)

On this _____ day of _____, 201_, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, to me personally known, who, being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of _____ County, Iowa respectively; that the seal affixed hereto is the seal of said County; that said instrument was signed and sealed on behalf of the said _____ County, Iowa, by authority of its Board of Supervisors and that said _____ and _____ as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.

Notary Public In and For Said County
And State of Iowa

SIGNATURE PAGE

IN WITNESS WHEREOF, DAVIS COUNTY EXECUTES THIS 28E AGREEMENT, CREATING
SOUTH CENTRAL BEHAVIORAL HEALTH REGION

EFFECTIVE _____:

BY: _____
(Print name)
_____ Board of Supervisors, Chairperson

ATTEST: _____
(Print name)
_____ County Auditor

ACKNOWLEDGMENT BY NOTARY

STATE OF IOWA)
) ss.
_____ COUNTY)

On this _____ day of _____, 201_, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, to me personally known, who, being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of _____ County, Iowa respectively; that the seal affixed hereto is the seal of said County; that said instrument was signed and sealed on behalf of the said _____ County, Iowa, by authority of its Board of Supervisors and that said _____ and _____ as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.

Notary Public In and For Said County
And State of Iowa

SIGNATURE PAGE

IN WITNESS WHEREOF, MAHASKA COUNTY EXECUTES THIS 28E AGREEMENT, CREATING
SOUTH CENTRAL BEHAVIORAL HEALTH REGION

EFFECTIVE _____:

BY: _____
(Print name)
_____ Board of Supervisors, Chairperson

ATTEST: _____
(Print name)
_____ County Auditor

ACKNOWLEDGMENT BY NOTARY

STATE OF IOWA)
) ss.
_____ COUNTY)

On this _____ day of _____, 201_, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, to me personally known, who, being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of _____ County, Iowa respectively; that the seal affixed hereto is the seal of said County; that said instrument was signed and sealed on behalf of the said _____ County, Iowa, by authority of its Board of Supervisors and that said _____ and _____ as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.

Notary Public In and For Said County
And State of Iowa

SIGNATURE PAGE

IN WITNESS WHEREOF, WAPELLO COUNTY EXECUTES THIS 28E AGREEMENT, CREATING
SOUTH CENTRAL BEHAVIORAL HEALTH REGION

EFFECTIVE _____:

BY: _____
(Print name)
_____ Board of Supervisors, Chairperson

ATTEST: _____

(Print name)

_____ County Auditor

ACKNOWLEDGMENT BY NOTARY

STATE OF IOWA)

) ss.

_____ COUNTY)

On this _____ day of _____, 201_, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, to me personally known, who, being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of _____ County, Iowa respectively; that the seal affixed hereto is the seal of said County; that said instrument was signed and sealed on behalf of the said _____ County, Iowa, by authority of its Board of Supervisors and that said _____ and _____ as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.

Notary Public In and For Said County
And State of Iowa



Iowa Secretary of State Vote Safe Iowa Initiative Grant Agreement



County Name: _____

Contract Number: _____

Grant Award Amount: _____

CFDA No.: _____

1. **Parties:** This agreement is between Appanoose County, Iowa (hereinafter referred to as the County) and the Iowa Secretary of State.
2. **Purpose:** Pursuant to the CARES Act and the Help America Vote Act, the Iowa Secretary of State's Office has received funding via the Election Assistance Commission (hereinafter referred to as the "EAC") "to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle." The County has applied for and been awarded grant funds, not to exceed the amount set forth above, for the purpose of preventing, preparing for, and responding to coronavirus for the June 2, 2020 Primary Election.
3. **Grant Period:** The performance period for the grant-funded activities begins upon execution of this agreement by both parties. The County shall remit all unexpended funds by November 30, 2020.
4. **Project Activity and Reimbursement of Costs:** All expenditures must meet the guidelines laid out in the "Application Guidelines" document. The County may reimburse themselves for expenditures outlined in the "Application Guidelines" that occurred on or after January 20, 2020.
5. **Records:** The County shall maintain a proper accounting system in accordance with generally accepted accounting standards, including books, records, documents and other evidence pertaining to all costs and expenses for which funds are expended. The County shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Agreement and shall maintain these materials for a period of (5) years from the date the County submits their final report to the Secretary of State or until January 1, 2026, whichever is later.

The County acknowledges that all funds received under this agreement are subject to audit and that access to records related to grant project expenditures shall be made available to the Secretary of the Auditors of State or their representatives, or representatives of the Federal

Election Assistance Commission or the Comptroller General, for purposes of examination and/or audit of the project. The County will comply with requirements outlined in 2 CFR 200.

6. **Reporting Requirement:** The County shall provide a report on how funds were expended for the June 2, 2020 Primary Election to the Secretary, on a form prescribed by the Secretary, no later than Friday, June 12, 2020 at 5:00 p.m. The County shall provide a final report to the Secretary, on a form prescribed by the Secretary, no later than Friday, November 13, 2020 at 5:00 p.m.

7. **Compliance with Laws:** The County agrees that it will comply with all applicable Federal, State, and Local procurement laws, regulations or directives in conducting project activities, and certifies that use of the grant funds will be consistent with the requirements of the following Federal laws:
 - HAVA – Title II, Part 2 and Title III [42 USC §§ 15421 – 15425, 15481 – 15485];
 - The Voting Rights Act of 1965 [42 USC § 1973 et seq];
 - The Voting Accessibility for the Elderly & Handicapped Act [42 USC § 1973 ee et seq];
 - The Uniformed and Overseas Citizens Absentee Voting Act [42 USC § 1973 ff et seq];
 - The National Voter Registration Act of 1993 [42 USC § 1973 gg et seq];
 - The Americans with Disabilities Act of 1990 [42 USC § 12101 et seq]; and
 - The Rehabilitation Act of 1973 [29 USC § 701 et seq].

8. **Default:** Noncompliance with the terms of this Agreement shall be grounds for cancellation of the grant award and recapture of funds provided to the County. The County agrees to return to the Iowa Secretary of State, within 45 days of written request from the Secretary, all funds received which are not supported upon audit or other Federal or State review of the documentation maintained by the County.

9. **Execution:** This agreement becomes effective when approved by both parties.

County of Appanoose

Date 6/1/2020

Chairperson, Board of Supervisors

County Auditor

Heidi Burhans
Director of Elections
Iowa Secretary of State Office

Date