

OFFICE OF THE
Appanoose County Auditor
KELLY HOWARD

COURTHOUSE
201 N. 12th St., Rm 11
CENTERVILLE, IOWA 52544
Phone (641) 856-6191
auditor@appanoosecounty.net

Meeting Agenda
October 20, 2025

The Appanoose County Board of Supervisors will meet Monday, October 20, 2025 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/Approve agenda
3. Approve minutes of the October 6, 2025 meeting
4. Approve reports (10/10 payroll, 9/25 Prisoner Room & Board, Auditor, Recorder and VA Quarterly Reports, Washington Township Financials)
5. Approve bills
6. Liberty Communication: ARPA Project update
7. Nichole Moore: Appanoose County Comprehensive Plan
8. Margie Stewart: City of Cincinnati
9. Conservation Department, Full-time employee funding request
10. Approve appointment to Area XV Multi County Housing Agency Board of Commissioners: William Knight
11. Approve Eastern Iowa Workforce Development Area CEO Shared Liability Agreement
12. Discuss/Approve Disposal of Coal Rights Parcel Policy
13. Approve 2026 County Weed Commissioner Certification Form/2025 Weed Commissioner Report
14. County Engineer report
15. Public Comments
16. Adjourn

Join Zoom meeting Online:

<https://zoom.us/j/6578806191?pwd=zxhtModzmQTn7Wka79RVJrQ7jDfA8R.1&omn=99701628053>

Or dial-in: (312) 626-6799, Meeting ID: 657 880 6191, Passcode: 1fQX33

Posted 10/16/25

October 6, 2025

Appanoose County Board of Supervisors met in regular session October 6, 2025, at 9:00 A.M. in the Boardroom of the Courthouse. Present: Jeff Kulmatycki, Chairman, Dustin Harvey and Scott Buban, Boardmembers. Absent: none.

The meeting started with the pledge.

Harvey motioned to approve the agenda. Seconded by Buban. All voted aye.

Buban motioned to approve the minutes of the September 15, 2025 meeting. Seconded by Harvey. All voted aye.

Harvey motioned to approve 9/26 payroll, Bellair, Douglas, Franklin, Independence, Lincoln, Sharon, Taylor and Union Township Financials. Seconded by Buban. All voted aye.

Buban motioned to approve the bills. Seconded by Harvey. All voted aye.

Access Sys	Construction & Maint.	138.79
Access Sys	Typing-Print.-Bind.Serv.	1059.18
ADLM EH	Off. Equip Repair & Maint	26.00
Alliant	Electric Light & Power	977.61
Amazon	Food Preparation Service	371.44
App Co Tourism	Contrib. & Purchase Serv	65732.31
App Co	Off. Supplies & Forms	1861.82
Appanoose Property Mgmt	Rent Payments	650.00
Bailey Off	Off. Supplies & Forms	58.45
L Ballanger	Educational & Train.Serv.	17.22
D Barnthouse	Building Repair & Maintce	100.00
Black Hawk Co Sheriff	Legal Serv. Dep-Subp-Tran	42.50
Blankenship Repair	Engineering Services	275.00
Bob Barker	Jail Equip. & Furniture	269.59
BP Business Solns	Transportation	73.90
Bratz Oil	Mileage & Transp. Expense	193.49
Brown's Shoe	Engineering Services	131.75
Capital One	Medical & Health Services	656.81
Capital Sanitary Supply	Custodial Supplies	634.38
Cville Iron	Engineering Services	176.86
Central IA Det	Juvenile Detention & Shel	722.75
Central IA Fasteners	Engineering Services	177.72
Chariton Valley Elec	Engineering Services	41.80
Cville Wtrwks	Water & Sewer	8720.68
City of Plano	Maintenance Contract	242.74
City of Unionville	Maintenance Contract	179.61
Davison Fuels & Oil	Fuels	106.21
J De Vries	Legal & Ct-Related Serv.	1732.00
Denco	Bridge & Culvert Maint.	39688.55
DLT Solutions, LLC	Off. Supplies & Forms	15569.46
Douglas Co Sheriff	Legal Serv. Dep-Subp-Tran	75.00
Eastern IA Tire	Engineering Services	915.00
Electronic Eng	Engineering Services	3576.78
Evolution AG	Engineering Services	2169.08
Fogle Home & Hardware	Engineering Services	188.10
Galls	Uniforms	331.27
GeoComm	E911 Mapping Expense	5975.00
GlaxoSmithKline	Prescriptions & Medicine	1063.69
GreatAmerica	Computer Services	248.16
Henderson Products	Engineering Services	5251.16
Hills San	Garbage Serv	315.00

Holiday Inn	Educational & Train.Serv.	806.40
IDPS	Radio and related equipme	1431.00
Idemia	Law Enf. Equip & Weapons	2431.00
Interstate Batt	Engineering Services	288.90
Iowa Comm Assurance Pool	Umbrella Insurance	3182.00
Iowa Dept of Justice	Law Enf. Equip & Weapons	1000.00
IA Media Network	Typing-Print.-Bind.Serv.	725.20
IA ME	Medical & Health Services	8650.00
IA Workforce	Off. Supplies & Forms	249.88
J & J Ready Mix	Engineering Services	2490.00
Jim Hawk Truck	Engineering Services	155.56
John Deere	Engineering Services	99.37
Kimball	Engineering Services	3769.52
R Lamb	Medical & Health Services	300.00
Landings	Rent Payments	640.00
K Laurson	Educational & Train.Serv.	280.68
Legends	Engineering Services	35.00
Liberty	Telephone & Telegr.Serv.	65.00
Lockridge	Equip. Parts & Supplies	8.08
Mail Serv	Vehicle Renewal Notices	576.81
Mainstay Systems	Construction & Maint.	2709.00
MARC	Engineering Services	292.66
Mercy Med Ctr	Engineering Services	37.00
Metal Culverts	Bridges & Culverts	1387.20
MHC Kenworth	Engineering Services	4042.66
Midwest Wheel	Engineering Services	933.66
NACO	Dues & Memberships	450.00
Numa Towing	Engineering Services	561.78
O'Reilly	Engineering Services	164.85
Official Pest Control	Off. Equip Repair & Maint	80.00
Owl Pharm	Prescriptions & Medicine	110.36
Petty C-Sheriff	Educational & Train.Serv.	128.92
Phelps Uniform	Engineering Services	378.71
Pitney Bowes	Postage & Mailing	195.00
Quick Shop	Transportation	81.01
Quill	Off. Supplies & Forms	688.83
RACOM	Radio and related equipme	255.00
RRWA	Engineering Services	219.00
G Roefer	Medical & Health Services	100.00
M Sias	Salary-Regular Employees	1129.17
Simmons Bldg Materials	Engineering Services	199.44
Sinclair NAPA	Engineering Services	642.99
B Skinner	Educational & Train.Serv.	43.84
Snap-On-Tools	Engineering Services	443.13
Solutions	Off. Supplies & Forms	147.21
Stanard & Associates	Educational & Train.Serv.	68.00
Thomas Funeral Home	Funeral Services	900.00
TerviPay	Food Preparation Service	223.90
Uline	Engineering Services	1678.93
US Bank	Election Supplies	1741.90
US Cellular	Off. Supplies & Forms	2340.71
Verizon	Off. Supplies & Forms	200.04
Visa	Engineering Services	747.81
Rhea Wilson	Educational & Train.Serv.	1025.49
Windstream	Telephone & Telegr.Serv.	1674.11
Xerox	Off. Supplies & Forms	292.61
Grand Total		214236.18

Buban motioned to approve the liquor license for the Topsy Turtle Bar & Grill. Seconded by Harvey. All voted aye.

Scott McCoy asked what opportunities there are to get coal rights back to the landowners. Kulmatycki stated the County Attorney, Assessor and himself have been working on getting the coal rights back to the landowners legally without the public auction process. Their plan is to get the one-to-one transitions done first (one property owner), then work on the divisions, and finally percentage ownerships. A fee structure has not been finalized.

Harvey motioned to accept the resignation of Bradley Marlatt, PT Technician from the Conservation Department effective September 2, 2025. Seconded by Buban. All voted aye.

FYI-MMP: Parks Finishing C8 LLC #697550

Buban motioned to approve and sign the funding agreement for project BROS-C004(131)-5F-04 (bridge on 130th Avenue over Cooper Creek). Seconded by Harvey. All voted aye.

Harvey motioned to approve and sign the right of way acquisitions for the bridge on 130th Avenue over Cooper Creek. Seconded by Buban. All voted aye.

Buban motioned to approve a program revision to the County Five Year Program by adding the bridge on 610th Street. Seconded by Harvey. All voted aye.

Harvey motioned to approve a position change for William Howington to Mechanic effective October 1st with a starting wage of \$27.56. Seconded by Buban. All voted aye.

Buban motioned to approve the Safety Clothing policy update (dated 9/15/25). Seconded by Harvey. All voted aye.

Harvey motioned to update the job descriptions for Laborer and Sign Specialist effective 9/24/25. Seconded by Buban. All voted aye.

County Engineer, Brad Skinner provided an update to the board. They've been working on trimming down the wide roads to help with drainage, winter bridge work and fall seeding on the ditch cleaning projects. They purchased a used dump truck from the DOT to help with snow removal. There have been issues with the milling project on T20 & T30. They're working on getting it corrected.

Public Comments: Sheriff Gary Anderson stated the jail has 30 inmates currently and will reach capacity later today (32). Inmates may have to be housed in surrounding counties.

Harvey motioned to adjourn. Seconded by Buban. All voted aye.

The Board adjourned to meet the call of the Auditor at 9:33 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

DISTRICT COURT OF APPANOOSE COUNTY IOWA

REPORT OF FEES COLLECTED

PRISONER ROOM AND BOARD

To the Board of Supervisors of Appanoose County:

I, Sara Oden, Clerk/clerk's Designee of the 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 the Clerk of Court for the month of September, 2025, and the same has been paid to the County as per receipt attached.

COUNTY SHARE OF PRISONER ROOM & BOARD

1000-1000-4440-05-302	Total Prisoner Room & Board Reimbursement
	100% General Basic \$157.25
29000-01000-4440-05-301	60% Transfer to Sheriff
	\$94.35

Transfer authorized by Appanoose County Board of Supervisors
This _____ day of _____, 20_____.

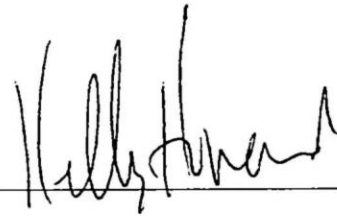
Signed: _____
Chairperson

STATE OF IOWA, APPANOOSE COUNTY
TO THE BOARD OF SUPERVISORS OF APPANOOSE COUNTY, IOWA

I, Kelly Howard, Auditor 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 quarter ended September 30th, 2025, and the same has been paid to the proper authorities as per duplicate voucher as attached:

Plat Books	\$60.00
Copy Work	\$1.25
Misc.	<u>\$0.00</u>
Total	<u><u>\$61.25</u></u>

RESPECTFULLY SUBMITTED, _____

A handwritten signature in black ink, appearing to read 'Kelly Howard', written over a horizontal line.

County Auditor



Office of Appanoose County Recorder
c/o Courthouse
201 N. 12th Street | Centerville, Iowa 52544
641-856-6103

County Recorder's Report of Fees Collected

I Maegan Messamaker, Recorder of the County of Appanoose State of Iowa, do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the quarter ending, September 30, 2025 and the same has been paid to the County Treasurer, as per duplicate vouchers which are provided upon request.

Recording Deeds	\$3,005.00
Real Estate Mortgages	\$9,125.00
Releases & Assignments	\$900.00
Hunting & Fishing Licenses	\$113.00
Copies	\$493.10
Boat Registration Writing Fees	\$394.00
Miscellaneous	\$2,720.00
Snow & ATV Writing Fees	\$284.00
R.E. Transfer Tax	\$5,325.28
Vital Records	\$1,236.00
County Conservation	\$215.00
Total	\$23,810.38

All of which is respectfully submitted.

Maegan Messamaker
Appanoose County Recorder

Report of Director of Veterans Affairs
July 1, 2025- September30, 2025

	Telephone/	Food	Rent	Mileage & Trans	Utilities	Care/Graves	Office	Education	Total
Windstream/Cellular	\$824.32								
Office Supplies									\$538.30
Transportation /Repair									
Education/IACCVSO									
Care of Soldiers Graves									
Education/Training									
Contract services/ Outreach									\$812.00
Veterans Affairs		\$80.00							
Veteran				Transportation					
#194				\$145.87					
#11				\$15.00					
#299			\$300.00						
#299			(\$300.00)						
Ford Explorer				\$334.13					
Storage Rent				\$880.00					
Vehicle detailing/cleaning				\$200.00					
Van Lease				\$3,000.00					

APPANOOSE COUNTY, WASHINGTON TOWNSHIP

SUMMARY STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2024 thru June 30, 2025

Code of Iowa 359.23 Receipts and Expenditures - Annual Statement Each township clerk shall prepare, on or before September 30 of each year, a statement in writing, showing all receipts of money and disbursements in the clerk's office for each separate tax levy authorized by law for the preceding fiscal year, showing the current public debt of the township, and showing the balance as of June 30 of all separate reserve accounts held by the township, which shall be certified as correct by the trustees of the township. The statement shall be in a form prescribed by the county finance committee in consultation with the department of management. Each township clerk shall send a copy of this written statement to the county auditor no later than seven days after the statement is certified by the trustees. The county auditor shall post the statement or a summary of the statement in a prominent place in the building where the auditor's office is located. The county treasurer shall withhold disbursement of township taxes until the statement is filed with the county auditor. The county auditor shall notify the county treasurer if taxes are to be withheld.

	SUMMARY	TOWNSHIP FUNDS					TOTAL
		CEM		FIRE		BLNK	
1		<u>0-0</u>		<u>0-0</u>			
2	BEGINNING FUND BALANCE JULY 1, <u>2024</u>	<u>0-0</u>		<u>-0-</u>		<u>8712.34</u>	<u>8712.34</u>
3	add (+) TOTAL REVENUE	<u>18262.33</u>		<u>14498.52</u>			<u>41478.85</u>
4	less (-) TOTAL DISBURSEMENTS	<u>26155.68</u>		<u>14539.78</u>			<u>40695.75</u>
5	equals (=) ENDING FUND BALANCE JUNE 30, <u>2025</u>						<u>282.73</u>
6	PUBLIC DEBT BALANCES AT YEAR END						<u>9494.78</u>
7	RESERVE FUND BALANCES AT YEAR END						

CERTIFICATION

To the County Auditor of the above-named County: We hereby certify that the above statements are correct as appears in the records of the township clerk.

Jeald Lawton
Township Clerk
SEPT 30 - 2025
Date

X Byron E. Tait
X Robert D. Davis
X Yoran Bryant
Township Trustees

Jan 30 25

COUNTY,

Washington

TOWNSHIP

CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

[illegible]

JUL 1-24 - JAN 30.25 Appanose COUNTY, Washington TOWNSHIP

CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

1 STATEMENT OF RECEIPTS			TOWNSHIP FUNDS						TOTAL
2	BEGINNING FUND BALANCE	7-1-24							
3	Cash on Hand		CEM			FIRE		BANK	
4	Checking								
5	Savings								
6	Other								
7	Total		-0-			-0-		8712.34	
8	DATE	RECEIPTS DURING FISCAL YEAR							
9	7-24	TREAS GRAVE CARE	440.00						
10	9-24	TREAS	725.25			681.12			
11	10-17	TREAS	7074.15			6058.72			
12	10-17	SITES SOLD	800.00						
13	11-15	TREAS	992.54			850.11			
14	12-13	TREAS	441.54			378.16			
15	1-25-25	TREAS	93.87			80.19			
16	2-14	TREAS	53.17			45.72			
17	3-14	TREAS	387.90			333.69			
18	4-15	TREAS	5633.83			4816.57			
19	5-15	TREAS	1372.14			1175.16			
20	6-15	TREAS	92.07			78.81			
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									
32	TOTAL REVENUE FROM THIS PAGE								
33	TOTAL REVENUE FROM ATTACHED PAGES								
34	TOTAL REVENUE FOR YEAR								
	TOTAL TO BE ACCOUNTED FOR								
35	(Beginning Balance + Total Revenue)		18262.33			14498.52			

Budgeted in FY26

PT Staff	(YTD remaining \$21,753)	\$31,320
FICA	7.65%	\$2,395.98
IPERS	9.44%	\$2,956.61
Total Budgeted		\$36,672.59

Full time in FY27

FT Staff	\$20/hr	\$41,600
FICA	7.65%	\$3,182.40
IPERS	9.44%	\$3,97.04
Insurance	Flat fee	\$12,000
Total		\$60,709.44

Total FT from FY27 – Budgeted in FY26 = shortfall

$$\$60,709.44 - \$36,672.59 = \$24,036.85$$

EASTERN IOWA WORKFORCE DEVELOPMENT AREA

CHIEF ELECTED OFFICIALS SHARED LIABILITY AGREEMENT

This Agreement is entered into by the County Elected Officials of Des Moines, Lee, Henry, Louisa, Clinton, Jackson, Scott, Muscatine, 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). The purpose of this Agreement is to describe how CEOs will organize themselves and act to fulfill their responsibilities for Workforce Innovation and Opportunity Act (WIOA) services provided in the Eastern Iowa Workforce Development Area (EIWDA), a Local Workforce Development Area approved by Iowa Workforce Development under WIOA.

A. GENERAL PROVISIONS

1. The name of the Agreement shall be the Eastern Iowa Workforce Development Area Chief Elected Officials Shared Liability Agreement.
2. This Agreement reflects the unanimous decisions of all twenty-two (22) 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) member of that county's Board of Supervisors to the Eastern Iowa Workforce Development Area (EIWDA), 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 the EIWDA. Length of term will be determined by each County Board of Supervisors for their member.
2. When a new CEO is elected within the EIWDA, they will submit a written statement acknowledging that they have read, understand, 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.
3. Each member of the EIWDA 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.
4. Each CEO signing this Agreement shall assume the roles and responsibilities assigned collectively to the CEOs under WIOA.
5. Each CEO may appoint a member of the county board of that county to act in his or her place under this Agreement.
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 services be provided to all counties within this Local Area on an equitable and fair basis based on the population size of each IowaWORKS service area, taking into account the total funds available and the proportional need for services of each county.

C. PROCESS FOR SELECTION OF CLEO AND CEO REQUIREMENTS

1. The CEOs shall select by majority vote from among their members a Chief Lead Elected Official (CLEO) and a Vice-CLEO to be elected annually at the first meeting of each calendar year. The CLEO and Vice-CLEO shall be elected at the first meeting of each calendar

year upon the approval of this Agreement and shall serve for a term of one year and may serve multiple terms by a majority vote of the CEOs. An election of the CLEO and Vice-CLEO shall be held annually thereafter.

2. 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 to him/her by the CEOs.
3. The CLEO will serve as the primary point of contact for the EIWDA and shall be the point of contact for Iowa Workforce Development in the dissemination of information to the EIWDA. 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 EIWDA and serve and act as a duly authorized signatory for the EIWDA on all agreements, grants, or any other document requiring a signature and duly approved by the EIWDA, 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.
4. The CLEO shall preside over each meeting.
5. The CLEO shall provide an agenda prior to each meeting. Any member may request that an item be added to the agenda.
6. The CEOs shall meet on a regular basis virtually to conduct the business required of them under WIOA. These meetings shall be held not less frequently than quarterly.
7. Twelve (12) members or more shall represent a quorum at meetings.
8. Following the last meeting of each calendar year, a letter will be sent to each County Board of Supervisors reporting the CEO's attendance for that calendar year.
9. The CLEO or Vice CLEO will not, for the term as CLEO, serve as the highest-ranking officer on any board or other entity that governs the fiscal agent or a direct service provider.
10. Whenever a potential conflict of interest arises, either directly or indirectly, the CLEO shall act to the benefit of the EIWDA 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 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. 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.

2. A CEO may appoint a member who lives or works in a different county if that appointee meets all the requirements and is approved by the CEO from which the appointment would normally come.
3. The CEOs shall ensure that private sector LWDB members are nominated timely to expedite approval of these nominees by the state.
4. The CEOs shall appoint members to ensure that at all times a majority of LWDB membership (minimum 51%) are business representatives who represent business owners, chief executive officers, and other executives with optimum policymaking or hiring authority and provide employment in in-demand industry sectors or occupations in the Local Area. At least two of the business representatives must represent small businesses as defined by the Small Business Administration. CEOs shall seek business nominations from local business organizations and trade associations.
5. The CEOs shall appoint members to ensure that at all times not less than 20% of the LWDB membership are workforce representatives who represent labor organizations, joint labor-management or union-affiliated registered apprenticeship programs, nominated by labor organizations, by local labor federations, or by other representatives of employees. Other additional positions can be filled by community-based organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of veterans or individuals with disabilities, and representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, and education needs of eligible youth, including out-of-school youth.
6. The CEOs shall appoint members to ensure that at all times there is a representative from adult education and a representative from higher education providing workforce investment activities, including community colleges. Additional positions may include representatives of local educational agencies and community-based organizations with expertise in serving individuals with barriers to employment
7. When there is more than one local area provider of adult education services or multiple higher education institutions providing workforce activities, nominations will be solicited from those providers and institutions. This requirement provides for a representative selection process for these membership categories.
8. The CEOs shall appoint members to ensure that at all times there is a representative from economic and community development entities, a member from the state employment service under the Wagner-Peyser Act, and a representative from Vocational Rehabilitation. Additional positions may include a member from agencies running transportation, housing, or public assistance programs, or members from philanthropic organizations.
9. CEOs will ensure that overall, members of the LWDB, excluding the Wagner Peyser

Act and Vocational Rehabilitation representatives, will be balanced by political affiliation. After applying the exclusions, no more than one-half plus one of the remaining board members will be composed of any one political party.

10. An individual may be appointed as a representative of more than one entity if the individual meets all the criteria for representation, including the criteria described above.
11. The CEOs will aim to maintain balance across the entire local area to ensure equal representation.
12. The CEOs will determine if any additional members shall 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 requirements shall be maintained.
13. The CLEO has full authority to appoint nominations to the LWDB.
14. Appointments shall be for three-year terms, with one-third of the membership to be appointed each year.
15. When nominating an individual to serve on the LWDB, all nominating organizations 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
16. 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.
17. 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.
18. 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 sixty (60) business days from the effective date of the term expiration. During the sixty (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 sixty (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 nominee's 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 appointing CEO
 - 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 ten (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, community development, other)

G. VACANCIES

CEOs will ensure that LWDB vacancies are filled within sixty (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 member's term.

I. REMOVAL

1. The CLEO will remove LWDB members in the event that any of the following occurs:
 - a. Documented violation of conflict of interest

- b. Failure to meet LWDB member representation requirements, as defined in WIOA and in accordance with Local Board Membership Requirements
 - c. Documented proof of fraud and/or abuse
 - d. Intentional violation of the Iowa Open Meetings Act
 - e. Criminal behavior
 - f. Other conduct detrimental to the LWDB
 - g. LWDB members may be removed for other factors outlined in the board bylaws
- 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 an LWDB member and report back on the findings.
- 4. The LWDB may recommend the removal of an 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 the EIWDA 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 its 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 LOCAL GRANT RECIPIENT/FISCAL AGENT

WIOA requires the CLEO to serve as the local grant recipient for all WIOA Title I funds unless CEOs designate an alternative entity to serve in this capacity. The local grant recipient enters into a grant relationship with the State on behalf of the CEOs. Under a majority decision, CEOs may also elect to authorize the local grant recipient to subcontract fiscal agent services to administer these funds. Even if CEOs designate a grant recipient and fiscal agent, they remain liable for any misused funds and for expenditures that are determined unallowable under WIOA.

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

- 1. The CEO's process for selecting the Local grant recipient will consist of an in-depth analysis of the qualified organizations to perform the required roles and responsibilities outlined under WIOA. The local grant recipient will be selected by a majority vote of the CEOs. CEOs can base the selection on a variety of factors, including but not limited to cost, the organization's experience, staff availability and qualifications, and past performance for handling federal funds. The CEOs may select the local grant recipient through any means, including appointment as identified under WIOA or any type of procurement option approved by the CEOs.
- 2. The CEOs expect the local grant recipient to comply with all federal and state rules and regulations pertaining to the responsibilities of the grant recipient as defined

under WIOA law, regulations, and State of Iowa policy.

3. The CEO's have designated the Local Workforce Development Board a 501(c)(3) nonprofit to serve as the Local Grant Recipient, and the LWDB is currently performing Fiscal Agent services in-house
4. A local grant recipient operates as a supporting organization to equip the local WDB to fulfill its rightful role by filling the gap that exists between the board's vision and executing strategy. In its role, the local grant recipient provides an administrative structure either in-house or by contracting out certain services to support the work of the board. The entity serving as the local grant recipient has several duties, both programmatic and fiscal in nature. They include, but are not limited to, the following:
 - a. Human resources management
 - b. Information technology support
 - c. Grant management
 - d. Fiscal and accounting operations
 - e. Executing contracts
 - f. Monitoring service providers and one-stop operators
 - g. Procuring services and contracts at the direction of the WDB.
 - h. Managing performance measures
 - i. Programmatic decision making
 - j. Adherence to program requirements
 - k. Fulfilling fiscal responsibilities, either directly or through a contracted fiscal agent. These responsibilities include:
 - i. Receive Funds
 - ii. 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
 - iii. Respond to audit financial findings
 - iv. Maintain proper accounting records and adequate documentation
 - v. Prepare financial reports
 - vi. Provide technical assistance to subrecipients regarding fiscal issues
 - vii. At the direction of the LWDB, the fiscal agent may also:
 - Procure contracts or obtain written agreements
 - Conduct financial monitoring on service providers and
 - Ensure independent audit of all employment and training programs
5. To fulfill our oversight responsibilities under WIOA, the CEOs shall receive from its designated local grant recipient 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 EIWDA, 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.

K. MISSPENT FUNDS OR DISALLOWED COSTS

1. The CEOs recognize that appointing a Local Grant Recipient 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 twenty-two (22) counties of the Eastern Iowa Workforce Area based upon the population of each member county at the time the funds were misused or misspent, based on Labor Market Information (LMI) reports from Iowa Workforce Development. As of the date of this agreement, the proportionate share of each county is as follows:

County	Population	% of Total
Jackson	19,334	3.2%
Clinton	45,964	7.6%
Scott	175,308	28.9%
Muscatine	41,864	6.9%
Louisa	10,305	1.7%
Lee	32,307	5.3%
Henry	18,135	3.0%
Des Moines	38,275	6.3%
Appanoose	12,075	2.0%
Davis	9213	1.5%
Hardin	16,161	2.7%
Jefferson	14,984	2.5%
Keokuk	9976	1.6%
Lucas	8837	1.5%
Mahaska	21680	3.6%
Marshall	40,400	6.7%
Monroe	7452	1.2%
Poweshiek	18323	3.0%
Tama	16,613	2.7%
Van Buren	7294	1.2%
Wapello	35,336	5.8%
Wayne	6691	1.1%
Total	606,527	100.0%

2. 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 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 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. 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).
4. The LWDB shall develop a board budget, with approval from the CEOs. The LWDB shall develop a budget consistent with the local plan for its activities and submit the budget to the CEOs for their approval. The local grant recipient must distribute grant funds as approved by the CEOs, provided that the disbursement does not violate WIOA or any other applicable law.
5. The CEOs shall approve additional one-stop partners as deemed appropriate and necessary to provide quality services.
6. 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. CONSULTATION WITH IOWA WORKFORCE DEVELOPMENT

1. The LWDB, the CEOs, and IWD shall negotiate and reach an agreement on local performance accountability measures.
2. The CEOs will consult with IWD in the development of a reorganization plan, following decertification of the LWDB for fraud, abuse, failure to carry out functions, or non-performance.
3. In conjunction with IWD, the CEOs will carry out statewide Rapid Response activities, including additional assistance to local service delivery areas that experience disasters, mass layoffs, or plant closings, or other events that precipitate substantial increases in the number of unemployed individuals.
4. The CEOs, in coordination with IWD and the LWDB, shall establish and operate a fiscal and management accountability information system.

N. 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 shall be required to approve or deny any action required to fulfill the CEO responsibilities covered by this Agreement.

O. AMENDMENTS

This Agreement may be amended or modified at any time by the affirmative vote of two-thirds 2/3 of the twenty-two (22) county CEOs holding office at the time of modification.

P. 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 they have read, understand, and will comply with the current CEO Agreement, and will apprise IWD of the change in CLEO designation.

Q. NEW ENTITY

No separate legal or administrative entity is being created because of this Agreement. Pursuant to Iowa Code 28E. 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 WIOA is rescinded or LWDB, as currently designated, is changed by the Governor or upon the CEOs request to amend this Agreement at any regularly scheduled meeting.

S. Signatures

By signing below, I acknowledge that I have read and agree to the Eastern Iowa Workforce Development Area (EIWDA) Chief Elected Official Shared Liability Agreement as amended at the September 29, 2025, CEO meeting. Multiple signature pages will constitute a fully executed Eastern Iowa Workforce Development Area CEO Shared Liability Agreement. Upon receipt of all signature pages, this Agreement will become effective and be filed with the Iowa Secretary of State.

Signature Page
Eastern Iowa Workforce Development Area
Chief Elected Officials Shared Liability Agreement

Signature		Date
_____	Appanoose County	_____
_____	Davis County	_____
_____	Hardin County	_____
_____	Jefferson County	_____
_____	Keokuk County	_____
_____	Lucas County	_____
_____	Mahaska County	_____
_____	Marshall County	_____
_____	Monroe County	_____
_____	Tama County	_____
_____	Poweshiek County	_____
_____	Van Buren County	_____
_____	Wapello County	_____
_____	Wayne County	_____
_____	Jackson County	_____
_____	Clinton County	_____
_____	Scott County	_____
_____	Muscatine County	_____
_____	Lee County	_____
_____	Louisa County	_____
_____	Des Moines County	_____
_____	Henry County	_____

DISPOSAL OF COAL RIGHTS PARCELS – EFFECTIVE OCTOBER 20, 2025

Appanoose County has acquired ownership interests in various parcels of coal rights (the “Coal Parcels”) over the past several decades. Appanoose County believes it to be in the County’s best interest to sell the Coal Parcels. The Coal Parcels currently held by Appanoose County are available and for sale only to qualified titleholders who own title in any surface estate directly above all or part of the respective Coal Parcel for sale (“Qualified Buyer”). Procedure shall be as follows:

1. A written invitation to purchase the Coal Parcel and notice of public hearing on the matter is delivered to all Qualified Buyers via publication in the Appanoose Weekly newspaper.
2. At the time and date set for public hearing, a Qualified Buyer either refuses the Coal Parcel by failing to purchase the parcel at hearing or accepts the Coal Parcel by submitting a check written to the Appanoose County Treasurer in the amount of \$250.00 before or during the hearing. Failure to purchase the Coal Parcel by a Qualified Buyer shall be deemed a refusal to purchase the Coal Parcel at this time.
3. If more than one Qualified Buyer exists and desires the Coal Parcel and the Coal Parcel can be split without platting, the County shall either divide the Coal Parcel into pieces determined by the County, or the County shall accept a mutually agreed upon division of the Coal Parcel into pieces as suggested by the Qualified Buyers.
4. If more than one Qualified Buyer exists and one or more of the Qualified Buyers declines to accept the proposed division of the Coal Parcel or purchase the Coal Parcel, then the remaining Qualified Buyer(s) shall be eligible to divide or purchase the Coal Parcel.
5. If a Qualified Buyer contests the terms or conditions of a transfer as outlined in this policy or refuses to purchase the Coal Parcel, the Coal Parcel may, at the County’s discretion, be taken to the County’s next public auction and sold to the highest bidder.
6. Upon the sale of each Coal Parcel, the Quit Claim Deed shall be drafted so that the Coal Parcel being deeded can be combined with the successful Qualified Buyer’s property as one taxable property. If the parcels cannot be combined because they are in different plats, one parcel will be assessed with the other for taxing purposes.
7. In all sales outlined herein, the Board of Supervisors will outline said sale proposals in resolution, publish notice, and hold public hearing in compliance with Iowa Code Sections 331.305 and 331.361 before making any final decisions regarding the disposal of the respective Coal Parcel.
8. In no event shall the Board of Supervisors gift any Coal Parcel owned by the County in violation of Iowa Code Section 331.361(4).



2026 COUNTY WEED COMMISSIONER CERTIFICATION FORM

For the County of: Appanoose

Weed Commissioner's Contact Information:

Name <u>Dianna Daly-Husted</u>	Year Appointed <u>2019</u>
Mailing Address <u>12307 Highway 5, P.O. Box 399</u>	Telephone <u>641-724-3511</u>
City, Zip Code <u>Moravia, IA 52571</u>	Alternate Telephone <u>641-777-7512</u>
Email Address <u>dianna.daly-husted@adlmenv.com</u>	Pesticide Certificate # <u>25128</u>

Signed: _____ Date: _____

Chair/President, County Board of Supervisors

PLEASE RETURN THIS FORM TO:

IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP

State Weed Commissioner

2230 South Ankeny Boulevard

Ankeny, IA 50023-9093

317.3 Weed commissioner — standards for noxious weed control.

The board of supervisors of each county may annually appoint a county weed commissioner who may be a person otherwise employed by the county and who passes minimum standards established by the department of agriculture and land stewardship for noxious weed identification and the recognized methods for noxious weed control and elimination. The county weed commissioner's appointment shall be effective as of March 1 and shall continue for a term at the discretion of the board of supervisors unless the commissioner is removed from office as provided for by law. The county weed commissioner may, with the approval of the board of supervisors, require that commercial applicators and their appropriate employees pass the same standards for noxious weed identification as established by the department of agriculture and land stewardship. The name and address of the person appointed as county weed commissioner shall be certified to the county auditor and to the secretary of agriculture within ten days of the appointment. The board of supervisors shall fix the compensation of the county weed commissioner and deputies. In addition to compensation, the commissioner and deputies shall be paid their necessary travel expenses. At the discretion of the board of supervisors, the weed commissioner shall attend a seminar or school conducted or approved by the department of agriculture and land stewardship relating to the identification, control, and elimination of noxious weeds.

The board of supervisors shall prescribe the time of year the weed commissioner shall perform the powers and duties of county weed commissioner under this chapter which may be during that time of year when noxious weeds can effectively be killed. Compensation shall be for the period of actual work only although a weed commissioner assigned other duties not related to weed eradication may receive an annual salary. The board of supervisors shall likewise determine whether employment shall be by hour, day or month and the rate of pay for the employment time.



2025 WEED COMMISSIONER'S REPORT

For the County of: Appanoose

Submit to County Board of Supervisors by: November 1, 2025
Return copy to the IDALS office by: December 1, 2025

Weed Commissioner's Contact Information:

Name <u>Dianna Daly-Husted</u>	Year Appointed <u>2019</u>
Address <u>12307 Hwy 5, P.O. Box 399</u>	Telephone <u>641-724-3511</u>
City, Zip Code <u>Moravia, IA 52571</u>	Alternate Telephone <u>641-777-7512</u>
Email Address <u>dianna.daly-husted@adlmenv.com</u>	Pesticide Certificate # <u>25128</u>

Which of the noxious weeds have you found in your county?

- 1 - Found, a problem in my county
2 - Found, but not a problem

- 3 - Not known in my county
? - If you cannot identify this plant

Primary Noxious Weeds	Answer	Secondary Noxious Weeds	Answer
Buckthorn	<u>2</u>	Buckhorn Plantain	<u>3</u>
Bull Thistle	<u>1</u>	Cocklebur	<u>1</u>
Canada Thistle	<u>1</u>	Curly Dock (Sour Dock)	<u>2</u>
Field Bindweed	<u>2</u>	Multiflora Rose	<u>1</u>
Hoary Cress (Perennial Pepper-grass)	<u>3</u>	Poison Hemlock	<u>3</u>
Horse Nettle	<u>3</u>	Puncturevine	<u>3</u>
Leafy Spurge	<u>2</u>	Red Sorrel (Sheep sorrel)	<u>3</u>
Musk Thistle	<u>1</u>	Shattercane	<u>2</u>
Palmer Amaranth	<u>3</u>	Smooth Dock	<u>2</u>
Perennial Sow Thistle	<u>3</u>	Teasel	<u>1</u>
Quackgrass	<u>3</u>	Velvetleaf (Butterprint)	<u>1</u>
Russian Knapweed	<u>3</u>	Wild Carrot	<u>2</u>
		Wild Mustard	<u>2</u>
		Wild Sunflower	<u>1</u>

<i>Invasive Prohibited Plants</i>	Answer		
Garlic Mustard	3		
Japanese Hop	3		
Japanese Knotweed	3		
Oriental Bittersweet	3		
Purple Loosestrife	1		

Please list any other plants which are a problem or a concern in your county:

As County Weed Commissioner, do your duties include roadside spraying?

Yes ☐ No ☒

Did your county publish a Notice of Program for weed control pursuant to the provisions of Title VIII Chapter 317 Section 317.14?

Yes ☒ No ☐

Did your county employ contract spraying during 2025?

Yes ☐ No ☐

If yes, what percentage of your total spray program is contracted? _____%

If possible, please list the contract rates. \$/mile _____

Total contract cost \$ _____

In the past year how much did your county spend on purchasing herbicides?

\$ _____

How many times during 2025 was it necessary to serve a noxious weed notice?

Private (written) 2 Public (written) (DOT, DNR, CCB) _____

How many times did you contact individuals personally, rather than sending them a weed control notice?

Private (verbal) 0 Public (verbal) (DOT, DNR, CCB) 0

How many times did you actually enter private or public land, control weeds, and assess the cost to the owner?

0

How many months were you employed as weed commissioner in 2025?

10 months

Are your duties as weed commissioner incorporated into another county job?

Yes ☒ No ☐

If Yes, what? Director of Environmental Public Health

Weed Comm. Duties 1 % IRVM Duties 0 %

Other County Duties 99 %

How does the overall county weed situation compare with last year?

Improved ☐ Unchanged ☒ Worse ☐

Comments? _____

Is brush control included in your weed commissioner duties?

Yes ☐ No ☒

If yes, what method(s) do you use? *(Circle all that apply):*

Spraying ☐ Cutting ☐ Stump treatment ☐ Basal bark ☐

Other, explain _____

What are your suggestions and/or recommendations which may improve your county weed and brush infestations?

What herbicides did your county use in your weed control program? Be specific, please list brand name and quantity of each. Please do not list surfactants or adjuvants. If the spray program is contracted in your county, ask your contractor for this information. Add another page if necessary.

Herbicide usage table:

CHEMICAL/BRAND	RATE USED	QUANTITY USED	TO CONTROL?
(Example) Milestone	4 fluid ounces per acre	3.32 gallons	Thistle and teasel on roadside

The above report is true to the best of my knowledge.

Signature Dianne Daly-Husted
County Weed Commissioner

October 3, 2025
Date

Signature _____
Chairman, County Board of Supervisors

Date

Please return a copy to:

Iowa Department of Agriculture and Land Stewardship
Attn: State Weed Commissioner
2230 S Ankeny Blvd
Ankeny, IA 50023-9093