

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](mailto:auditor@appanoosecounty.net)

Meeting Agenda  
December 1, 2025

The Appanoose County Board of Supervisors will meet Monday, December 1, 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 November 17 & 18, 2025 meetings
4. Approve reports (11/21 payroll & Appanoose County Fair Board Financials)
5. Approve bills
6. Discuss/Approve Furever Friends FY26 Contract
7. Approve Updated Eastern Iowa Workforce Development CEO Agreement
8. Approve hiring Full-Time (non-exempt) Deputy Treasurer, Skyler Morrison  
\$41,389.97 effective 12/10/25
9. Set Public Hearing: FY26 County Budget Amendment #1
10. 9:05 A.M. Public Hearing for County Property Sale #9463 Parcel 290251006591000  
(Coal PT NE SE under Parcel 290251001121000)
11. Approve Resolution 2025-43: Sale of County's Interest Parcel 290251006591000
12. Sarah Berndt, Iowa Primary Care Association: Behavioral Health Services
13. Approve Resolution #2025-44 Utility Resolution for 2025 Values Payable 26-27  
(updated values)
14. Discuss/Approve Resolution 2025-45: Resolution of Finding (County-Wide  
Revitalization Plan)
15. Approve Resolution 2025-46: Public hearing procedures for County-Wide  
Revitalization Plan)
16. County Engineer report
  - a. Award Contract 04-C004-130 for pavement overlay, safety shoulders and  
associated work to INROADS, LLC for \$2,616,245.89, and authorize the County  
Engineer to sign contract documents on behalf of Appanoose County.
  - b. Set Public Hearing for Road Vacation in Section 1, T69N R18W
17. Public Comments
18. 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 11/26/25

November 17, 2025

Appanoose County Board of Supervisors met in regular session November 17, 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 November 3 & 12, 2025 meetings. Seconded by Harvey. All voted aye.

Harvey motioned to approve 11/7 payroll, 9/25 DHS Quarterly Report & Udell Township Financials. Seconded by Buban. All voted aye.

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

Access Sys	Typing-Print.-Bind.Serv.	114.73
Agriland FS	Engineering Services	25345.26
Albia Newspapers	Official Pub. & Legal Not.	162.79
Alliant	Electric Light & Power	3021.22
Amazon	Food Preparation Service	272.51
App Co Pub Hlth	Park Maint. & Supplies	70.00
Sec Rds	Fuels	399.67
App Co Treas	Postage & Mailing	206.40
Ascendance	Engineering Services	447.84
Bailey Off	Off. Supplies & Forms	12.96
Bob Barker	Jail Equip. & Furniture	226.34
Bratz Oil	Mileage & Transp. Expense	527.35
BUG PRO	Extermination Services	90.00
E Burgin	Mileage & Transp. Expense	117.60
Calhoun Burns	Engineering Services	1282.00
Cantera Aggregates	Engineering Services	119555.13
Capital Sanitary Supply	Off. Supplies & Forms	812.40
Card Services	Park Maint. & Supplies	649.40
CarQuest	Park Maint. & Supplies	1210.31
Cville Iron	Bridge & Culvert Maint.	157.69
C'ville Produce & Feed	Park Maint. & Supplies	73.98
Certified Power	Engineering Services	208.28
Chariton Valley Elec	Electric Light & Power	289.24
Chariton Valley Housing	Contrib. & Purchase Serv	7500.00
Charm-Tex, Inc	Jail Equip. & Furniture	231.80
Cville Wtrwks	Water & Sewer	7655.51
Continental Research Corp	Engineering Services	346.93
CTC Holdings, LLC	Rent Payments	650.00
Culligan Water	Building Repair & Maintce	125.00
Davis Co Sch	Community Support Program	560.00
Davison Fuels & Oil	Fuels	48.58
J De Vries	Legal & Ct-Related Serv.	192.50
Denco	Engineering Services	37191.60
Eastern IA Tire	Engineering Services	1077.00
Erman Corp	Bridge & Culvert Maint.	44300.00
Farmers Mutual	Telephone & Telegr.Serv.	96.41
First National Bank of Omaha	Legal Serv. Dep-Subp-Tran	312.21
Forbes Office Solns	Typing-Print.-Bind.Serv.	124.72
Galls	Uniforms	114.95
GreatAmerica	Typing-Print.-Bind.Serv.	4484.04
PJ Greufe	Health Insurance	1500.00

Griffing & George	Legal & Ct-Related Serv.	4462.80
Hills San	Engineering Services	725.00
Homestead	Food Preparation Service	13527.50
Housby Mack	Engineering Services	707.32
Hy-Vee	Medical & Health Services	898.39
Ia Assn of Naturalists	Dues & Memberships	20.00
ICEA	Educational & Train.Serv.	1445.00
Ideal Ready Mix	Engineering Services	5192.50
Inland Truck Parts	Engineering Services	1240.80
Interstate All Battery Ctr	Law Enf. Equip & Weapons	79.60
Interstate Batt	Engineering Services	405.90
IA Law Enforcement Academy	Educational & Train.Serv.	300.00
IA Media Network	Typing-Print.-Bind.Serv.	331.73
IA Prison Industries	Engineering Services	599.50
IA Sec State	Voter Registration Serv.	1575.70
IA Trust & Savings	Off. Supplies & Forms	76.86
A Jaramillo Ayon	Community Support Program	379.00
JF Petroleum	Engineering Services	1827.31
John Deere	Engineering Services	627.16
Kids World	Community Support Program	8542.90
Kimball	Engineering Services	336.47
Kinetic Edge	Engineering Services	120.00
Evan Knorr	Mileage & Transp. Expense	117.60
K Laurson	Off. Supplies & Forms	63.92
Legends	Engineering Services	8000.00
LexisNexis	Dues & Memberships	206.00
Liberty	Telephone & Telegr.Serv.	755.00
Lockridge	Engineering Services	1178.22
Marion Co Sheriff	Legal Serv. Dep-Subp-Tran	57.60
Matt's Construction	Engineering Services	7987.00
Mercy Med Ctr	Engineering Services	37.00
MHC Kenworth	Engineering Services	170.20
Midwest Wheel	Engineering Services	1323.57
MMIT	Typing-Print.-Bind.Serv.	1101.36
Monroe Pub Hlth	Community Support Program	1693.45
Myers Custom Sign	Engineering Services	15.00
Numa Towing	Engineering Services	260.00
O'Reilly	Engineering Services	457.48
OnAgain Heating & Cooling	Building Repair & Maintce	435.00
Ottumwa Courier	Off. Supplies & Forms	68.39
R Pfannebecker	Building Repair & Maintce	225.00
Phelps Uniform	Engineering Services	136.84
Pitney Bowes	Postage & Mailing	3000.00
Prof Computer	Off. Equip Repair & Maint	43.95
Quill	Off. Supplies & Forms	389.24
Rainbo Oil	Engineering Services	1348.89
RASWC	Engineering Services	50.90
RRWA	Water & Sewer	28.50
Rockford Rigging	Engineering Services	3596.40
G Roefer	Medical & Health Services	100.00
SCICAP	Community Support Program	36305.16
Secretary of State	Off. Supplies & Forms	30.00
N Shilling	Educational & Train.Serv.	27.80
SIEDA	Community Support Program	3554.20
Sinclair NAPA	Engineering Services	1025.47
SJ Smith Co Inc	Engineering Services	795.36
Solutions	Computer & Microfilm Supp	47267.66

State Public Defender	Legal & Ct-Related Serv.	11877.00
Stericycle	Off. Supplies & Forms	190.68
D Sturms	Mileage & Transp. Expense	251.35
Dr. Anthony Tatman	Educational & Train.Serv.	10.00
TextMe, Inc	Legal Serv. Dep-Subp-Tran	75.00
Thomson Reuters	Educational & Train.Serv.	323.51
TerviPay	Medical & Health Services	487.04
Triple R Enineering	Engineering Services	710.00
US Bank	Educational & Train.Serv.	1166.25
US Cellular	Telephone & Telegr.Serv.	333.22
USPS	Office Space	126.00
Verizon	Telephone & Telegr.Serv.	27.15
Visa	Engineering Services	187.54
Walker Welding	Engineering Services	2625.52
J Willier	Legal & Ct-Related Serv.	1710.00
Windstream	Off. Supplies & Forms	298.08
WINDSTREAM	Engineering Services	108.87
Xerox	Typing-Print.-Bind.Serv.	3641.15
Zetron	Off. Equip Repair & Maint	357.50
Ziegler	Engineering Services	1700.78
5th Dist Co Off	Educational & Train.Serv.	25.00
Grand Total		453269.59

Harvey motioned to approve the Family Farm Tax Credit Application. Seconded by Buban. All voted aye.

Buban motioned to approve the hiring of Patrick Whisler as Sign Specialist with a pay rate of \$27.10 effective 11/10/2025. Seconded by Harvey. All voted aye.

Harvey motioned to accept the Post Election Audit Report for the 11/4/2025 City/School Election. Seconded by Buban. All voted aye.

Buban motioned to approve the tax abatement for the City of Moravia (parcel 370042000980000). Seconded by Harvey. All voted aye.

Harvey motioned to approve Resolution 2025-41 Utility Resolution for 2025 Values Payable 26-27. Seconded by Buban. All voted aye. (A complete copy of resolution2025-41 can be found in the Auditor's Office or on the Appanoose County website).

Harvey motioned to approve Resolution 2025-42. Seconded by Buban. All voted aye.

#### Resolution # 2025-42

WHEREAS, it has been determined by the Board of Supervisors of Appanoose County, Iowa, that Tax Sale #9463: COAL PT NE SE DESC AS: BEG AT THE NE COR OF SE QTR 11-68-16 TH RUNNING W 45 5/7THS RDS TH S 35 RDS TH E 45 5/7THS TH N 35 RDS TO THE PL OF BEG in Appanoose County, Iowa (Parcel 290251006591000) is no longer needed for the purpose for which it was acquired by the County and it is in the best interest of the county that said property be sold:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF APPANOOSE COUNTY, IOWA;

1. That a public hearing be held December 1, 2025 at 9:05 A.M. in the Appanoose County Courthouse to consider the sale of the above-described property upon motion by Harvey and seconded by Buban.
2. That following the Disposal of Coal Rights Policy (effective 10/20/2025) a public hearing will be held in which the property will be sold to the qualified buyer(s) with the county reserving the right to accept or reject any or all bids; who will pay \$100 which will cover the recording and publication costs.



3. That the Appanoose County Auditor is hereby authorized and directed to publish a notice of public hearing on said proposal to convey and sell property no less than four nor more than twenty days prior to that date of such hearing.

4. This resolution shall become effective upon its passage and publication.

Passed and adopted this 17<sup>th</sup> day of November 2025.

APPANOOSE COUNTY BOARD OF SUPERVISORS

Ayes: Jeff Kulmatycki, Dustin Harvey and Scott Buban Naves: none

ATTEST: Kelly Howard, County Auditor

FYI-MMP: Parks Finishing C10, LLC

Assistant County Engineer, Mackenzie Miliani provided an update to the board. The Clarkdale bridge is open. The deck on the 210<sup>th</sup> has been poured. They continue preparing the trucks for winter.

Public Comments: no public comments.

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

The Board adjourned to meet the call of the Auditor at 9:05 A.M.

Appanoose County Board of Supervisors

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Attest:

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Kelly Howard, Appanoose County Auditor

November 18, 2025

Appanoose County Board of Supervisors met in special session November 18, 2025 at 8:00 A.M. in the Boardroom of the Courthouse. Present: Jeff Kulmatycki, Dustin Harvey and Scott Buban. Absent: none.

The 11/4/2025 City/School Election results from outside the county were canvassed. 2<sup>nd</sup> Tier Winning Candidates are as follows: City of Moravia: Roy Miller (Mayor), Eric Wilson, Kenneth Martin & John Baty (Council At-Large); Moravia Schools: Chris Spencer (Director District 1), Jeremy E. Cole (Director District 3), and Clint Woodward (Director District 5 To-Fill-Vacancy); Moulton-Udell Schools: M. Eddie Guinn & Jesse Replogle (Director At-Large).

The Board adjourned to meet at the call of the Auditor at 8:05 A.M.

Appanoose County Board of Supervisors

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Attest:

\_\_\_\_\_  
Kelly Howard, Appanoose County Auditor

**Appanoose County Fair Association**  
**Annual Statement of Cash Transactions**

	Year Ended 10/31/2024 LAST YEAR	Year Ended 10/31/2025 THIS YEAR		
<b>Receipts</b>				
Ticket Sales	91,605.75	71,458.75	-20147.00	-22%
Government Funds - Appanoose County (\$20,000 per year)	20,000.00	20,000.00	0.00	0%
Government Funds - State of Iowa / Assoc of Iowa Fairs	10,076.55	10,322.78	246.23	2%
Donations/Memorials/Grants	2,845.00	5.00	-2840.00	-100%
Rent	19,114.89	19,568.34	453.45	2%
Parking	2,520.00	3,100.00	580.00	23%
Booth	1,750.00	1,000.00	-750.00	-43%
Food Stand	3,300.00	2,950.00	-350.00	-11%
Stall Fees	285.00	890.00	605.00	212%
Pie Contest	5,020.00	4,395.00	-625.00	-12%
Appanoose County Fair Foundation Funds	-	-	0.00	#DIV/0!
Concert	-	-	0.00	#DIV/0!
Insurance	-	-	0.00	#DIV/0!
Alcohol Sales	3,500.00	2,713.67	-786.33	-22%
Interest	17.53	187.33	169.80	969%
Voided Checks	3,214.99	550.00	-2664.99	-83%
Miscellaneous (camping)	4,750.00	4,980.00	230.00	5%
<b>Total Receipts</b>	<b>167,999.71</b>	<b>142,120.87</b>	<b>-25878.84</b>	<b>-15%</b>
<b>Disbursements</b>				
Accounting/Tax & Legal Services	350.00	375.00	25.00	7%
Advertising/Website	4,783.83	9,284.48	4500.65	94%
Bank Fees	22.50	206.74	184.24	819%
Capital Improvements	15,000.00	2,099.31	-12900.69	-86%
Conventions and Meetings	1,647.60	844.20	-803.40	-49%
Donations, Gifts, Appreciation Dinner, Sponsor Night	4,443.18	2,114.71	-2328.47	-52%
Dues	400.00	150.00	-250.00	-63%
Entertainment			0.00	#DIV/0!
- Bill Riley	-	-	0.00	#DIV/0!
- Fall Redneck Rally	7,258.60	3,850.00	-3408.60	-47%
- Fireworks	-	-	0.00	#DIV/0!
- Small Stage / Old Tractors / Stage Rental / Other			0.00	#DIV/0!
- Redneck Rally	7,029.95	4,050.00	-2979.95	-42%
- Rodeo	20,500.00	22,766.29	2266.29	11%
- Tractor Pull	23,100.00	22,575.00	-525.00	-2%
- Singing	1,300.00	4,050.00	2750.00	212%
Soccer		1,200.00		
- Motocross / Mud Race / ATV	-	-	0.00	#DIV/0!
- Demolition Derby	11,769.90	13,900.00	2130.10	18%
Total Entertainment	70,958.45	74,032.41	3073.96	4%
Equipment Lease/Rent/Payment	1,500.00		-1500.00	-100%
Fuel	2,605.59	1,682.98	-922.61	-35%
Gate Help	522.00	207.00	-315.00	-60%
Insurance (Bond & Property)	30,508.00	29,998.00	-510.00	-2%
Interest	-	-	0.00	#DIV/0!
Janitorial	550.00	550.00	0.00	0%
Judges	4,794.84	5,374.00	579.16	12%
Livestock Sale (scale certification)	389.00	414.00	25.00	6%
Mowing	5,400.00	4,500.00	-900.00	-17%
Miscellaneous Office Expenses	2,248.33	3,287.88	1039.55	46%
Porta Potty	683.00	428.00	-255.00	-37%
Postage	281.60	161.33	-120.27	-43%
Premiums	-	-	0.00	#DIV/0!
Queen Contest	927.86	1,002.49	74.63	8%
Radios	239.66		-239.66	-100%
Ribbons	3,499.59	273.92	-3225.67	-92%

Security	1,100.00	1,199.00	99.00	9%
Sound System	5,000.00	4,500.00	-500.00	-10%
Supplies & Tools	2,639.82	2,683.05	43.23	2%
Tickets & Posters		387.50	387.50	#DIV/0!
Facility Maintenance and Repairs	17,523.95	13,813.75	-3,710.20	-21%
Utilities	7,509.45	11,276.87	3,767.42	50%
Wood Chips	-	-	0.00	#DIV/0!
Real Estate-House Purchase		19,945.14		
Total Disbursements	<u>185,528.25</u>	<u>189,150.64</u>	3622.39	2%
Excess (deficiency) of receipts over (under) disbursements	(17,528.54)	(47,029.77)	-29501.23	168%

#### OTHER FINANCING SOURCES (USES)

Line of Credit / Loan Receipts	-	-		
Line of Credit / Loan Payback	-	-		
Excess (deficiency) of receipts and other financing sources over (under) disbursements	(17,528.54)	(47,029.77)		
Balance, beginning of year	155,277.34	137,748.80		
Balance, end of year	<u>137,748.80</u>	<u>90,719.03</u>	goal: 90719.03	

## AGREEMENT CONCERNING ANIMAL SERVICES - COUNTY

This AGREEMENT CONCERNING ANIMAL SERVICES (this "Agreement") is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025, (the "Effective Date") by and among FUREVER FRIENDS RESCUE OF APPANOOSE, INC. an Iowa non-profit corporation ("Provider") and APPANOOSE COUNTY, an Iowa municipal corporation, (the "County").

**Services.** Provider agrees to provide the following animal control and veterinarian services (together, referred to herein as the "Services") during the Term (defined below):

- a. Animal Control Services. (Together, Sections 1(a) (i-ii) listed immediately below referred to herein collectively as the "Animal Control Services").
  - i. To shelter, water, feed and otherwise care for the Impounded Animals in a safe, professional, and competent manner in accordance with the generally accepted standards of the Iowa Animal Industry Bureau (Chapter 162 of the Code of Iowa, Chapter 67 of the Iowa Administrative Code), effective at the time of performance.

**Term.** The term of this Agreement shall commence on or before July 1, 2025, and continue until June 30, 2026.

**Default, Remedies.** In the event of a default by a party in the performance of their obligations under this Agreement, if the defaulting party has failed to cure the default within ten (10) days after receiving written notice thereof from the non-defaulting party, the non-defaulting party may exercise any remedies at law or in equity, including specific performance, injunctive relief, or termination of this Agreement for cause. Each party waives consequential, speculative, and punitive damages against the other party.

**Compensation for the Services.** The County agrees to pay to Provider the following at the address of Provider as set forth below the signature of such party, or at such other place as Provider may, from time to time, designate:

- a. The sum of a one-time annual amount of \$10,000, for the Animal Control Services (the "Animal Control Fee").

**Independent Contractor.** The Provider is an independent contractor and not an employee or agent of the County, Accordingly, the Provider shall not hold itself out as, or claim to be acting in the capacity of, an employee, agent, partner, or joint ventures of the County.

**Insurance.** Throughout the Term, the Provider shall satisfy the insurance obligations as set forth on Exhibit A.

**Compliance with Law.** Provider, at its sole cost and expense, shall be responsible for and shall obtain, or cause to be obtained, all licenses, permits or other approvals from any and all governmental agencies, federal, state or local, in connection with the provision of the Services. Provider warrants for itself and its officers, directors, employees, agents, suppliers, and subcontractors, at any tier, and their respective agents and employees, compliance with all applicable Federal, State, and local laws and regulations.

**Assignment.** Provider shall not assign any of its rights, duties, or remedies under this Agreement without the prior written consent of the County.

**Miscellaneous Provisions.**

- a. Notices. Any and all notices or other communications or deliveries required or permitted to be given or made pursuant to any of the provisions of this Agreement (except any notice required by law) shall be void and of no effect unless given in accordance with the provisions of this Section. All notices (except as may otherwise be provided by law) must be in writing and delivered to the person to whom it is directed either (i) in person, (ii) by an overnight delivery service (such as FedEx or UPS), or (iii) by certified mail, return receipt requested. All notices so given shall be deemed delivered and received (i) if delivered in person, the date delivered, (ii) if sent via overnight delivery service, the next day after delivered to such overnight delivery service, and (iii) if sent via certified mail, three days after being deposited in the mail. All notices shall be given to the parties hereto at the addresses set forth below the signature of such party. Either party may change its address for notice from time to time by delivery of at least ten days prior notice of such change to the other party hereto in the manner prescribed herein.
- b. Waiver of Jury Trial, Consent to Jurisdiction. Both parties hereby waive, where permitted by law, trial by jury on any matter brought by either of them against the other arising out of or in any way connected with this Agreement and/or any claim for injury or damage arising hereunder. Exclusive venue for any and all legal actions regarding this Agreement shall be Appanoose County, Iowa. The parties hereby submit themselves to the jurisdiction of Iowa courts.

**Rights Cumulative.** The various rights, powers, options, elections and remedies of either party, provided in this Agreement, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

**Provisions Binding.** Each and every covenant and agreement herein contained shall extend to and be binding upon respective successors, heirs, administrators, executors and assigns of the parties hereto.

**Construction.** Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine, or neuter gender, according to the context. All exhibits referenced in this Agreement are attached hereto and incorporated herein by reference. The word "including", or derivatives thereof shall be deemed to mean "including, but not limited thereto."

**Entire Agreement.** This writing, including any exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matters hereof; and no statement, representation or promise with reference of this Agreement, or the Premises, or any repairs, alterations or improvements, or any change in the terms of this Agreement, shall be binding upon either of the parties unless in writing and signed by both Provider and the County.

**Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Signatures hereon that are transmitted by electronic means such as telecopy and e-mail shall be binding as if they were original and counterparts hereof with electronic signatures shall be deemed originals for all purposes.

EXECUTED by the undersigned be effective as of the Effective Date.

**COUNTY:**

**APPANOOSE COUNTY,**  
an Iowa Municipal Corporation

By: \_\_\_\_\_  
Jeff Kulmatycki, Chairman

Phone: 641.856-5512  
Address:  
201 N. 12<sup>th</sup> Street  
Centerville, IA 52544

**PROVIDER:**

**FUREVER FRIENDS RESCUE OF  
APPANOOSE, INC.,**  
an Iowa non-profit corporation

By: \_\_\_\_\_  
Furever Friends Rescue of Appanoose, Inc.

Phone: 641.856.9455  
Address:  
19507 Highway 2  
Centerville, IA 52544  
e-mail: [fureverfriends4pets@gmail.com](mailto:fureverfriends4pets@gmail.com)

## **Exhibit A**

### **Insurance Requirements**

#### **COVERAGE AND LIMITS**

Provider at its expense, will purchase and maintain (with companies licensed to do business in the State of Iowa) insurance coverages and amounts as set forth below:

<b>TYPE</b>	<b>AMOUNT</b>	<b>OTHER REQUIREMENTS</b>
1. <b>Workers' Compensation and Employer's Liability</b>	Statutory Limits, if state has no statutory limits, then: \$500,000 each accident \$500,000 policy limit bodily injury by disease \$500,000 each employee, bodily injury by disease	1. Waiver of subrogation in favor of County Parties (hereafter defined). 2. No "alternative" forms of coverage will be permitted.
2. <b>Commercial General Liability (Occurrence Basis)</b>	\$1,000,000 per occurrence \$1,000,000 general aggregate \$1,000,000 product-completed operations aggregate limit. \$1,000,000 personal and advertising injury limit \$50,000 fire legal liability	1. Current edition of ISO form CG 00 01, or equivalent 2. County Parties will be named as "additional insureds" on current edition of ISO Form CG 20 26 07 04, or equivalent 3. Waiver of subrogation in favor of County Parties 4. Defense will be provided as an additional benefit and not included within the limit of liability 5. Non-waiver of governmental immunity endorsement
4. <b>Professional Liability</b>	\$500,000	

#### **◆ OTHER REQUIREMENTS**

Each insurance policy required to be obtained by the Provider shall be primary and non-contributory. Any aggregate limit that is reduced below 75% of the limit required by this Agreement because of losses incurred must be reinstated by Provider.

#### **◆ EVIDENCE OF INSURANCE REQUIRED BEFORE SERVICES BEGIN**

Evidence of insurance shall be delivered to the County prior to commencing operations at the site and at least five (5) days prior to the expiration of current policies. The "ACORD Form 25-S Certificates of Liability Insurance" is the required form in all cases where reference is made herein to a "Certificate of Insurance". The Certificate of Insurance must specify the additional insured status and waivers of subrogation, state the amounts of all deductibles and self-insured retentions, set forth notice requirements for cancellation, or non-renewal of insurance and be accompanied by copies of all required endorsements. If requested in writing by a party to this Agreement, the other party shall provide the requesting party a certified copy of the insurance policies or endorsements required under this Exhibit A.



◆ **INSURANCE REQUIRED FOR TERM**

All insurance required by Exhibit A shall be maintained during the entire Term, including any extensions thereto.

◆ **MANDATORY 30-DAY NOTICE OF CANCELLATION**

Each party shall, without exception, be given not less than 30 days' notice prior to cancellation for other than non-payment of premium. Non-payment of premium shall require ten days' notice of cancellation. Confirmation of this mandatory notice of cancellation shall appear on the Certificate of Insurance and on all insurance, policies required by this Exhibit A.

◆ **ADDITIONAL INSURED STATUS**

Each insurance policy described in this Exhibit A to be maintained by the Provider that requires an additional insured endorsement shall be endorsed, using an additional insured endorsement (as specified above), to name as additional insureds the County Parties.

◆ **MANDATORY 30-DAY NOTICE OF CANCELLATION**

Each party shall, without exception, be given not less than 30 days' notice prior to cancellation for other than non-payment of premium. Non-payment of premium shall require ten days' notice of cancellation. Confirmation of this mandatory notice of cancellation shall appear on the Certificate of Insurance and on all insurance, policies required by this Exhibit A.

◆ **ADDITIONAL INSURED STATUS**

Each insurance policy described in this Exhibit A to be maintained by the Provider that requires an additional insured endorsement shall be endorsed, using an additional insured endorsement (as specified above), to name as additional insureds the County Parties.

## **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 CEO signing this Agreement shall assume the roles and responsibilities assigned collectively to the CEOs under WIOA.
4. Each CEO may appoint a member of the county board of that county to act in his or her place under this Agreement.
5. 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.
6. The CEOs shall comply with the Iowa Open Meetings Act and shall operate under Robert's Rules of Order.
7. 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.
8. 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%
<b>Total</b>	<b>606,527</b>	<b>100.0%</b>

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. Withdrawal**

A county may withdraw from this Agreement subject to the requirements of this section and all applicable state and federal laws. A county intending to withdraw must provide written notice of its intent to the Chief Lead Elected Official (CLEO), the EIWDB Executive Director, and all other counties that are parties to this CEO Shared Liability Agreement. Written notice must be provided

at least 180 days before the intended withdrawal date. Withdrawal will become effective at the end of the current program year (June 30) following the expiration of the 180-day notice period.

1. Before the withdrawal becomes effective, the withdrawing county shall:
  - Fulfill all financial obligations, including shared liability costs, incurred under this Agreement through the end of the current program year (June 30) following the 180-day notice period.
  - Participate in CEO actions necessary to close out or transition duties.
  - Ensure the continuation of WIOA services for residents of the withdrawing county until the effective date of withdrawal.

Withdrawal does not relieve a county of its proportionate liability for obligations, findings, costs, or audit exceptions arising from its period of participation. The withdrawing county acknowledges that WIOA requires every county within a designated local area to participate in the CEO Shared Liability Agreement, and that a withdrawal will trigger a request to the Governor for re-designation of the county and/or reconfiguration of the local workforce area.

Following a county's withdrawal from this Agreement, the remaining counties shall make any necessary amendments to this Agreement, the MOU/IFA, and all related governance documents.

#### **O. 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.

#### **P. AMENDMENTS**

Any CEO may propose an amendment to this Agreement. No amendment shall take effect unless it is first approved by at least two-thirds (2/3) of the CEOs representing the EIWDA and is subsequently approved by each and every county through an official resolution by the boards of supervisors.

#### **Q. 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.

#### **R. 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.

#### **S. 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.

#### **T. 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	_____



***Jennifer Salstrand***  
***Appanoose County Treasurer's Office***

***Courthouse***  
***201 North 12<sup>th</sup> St***  
***Centerville, IA 52544***  
***Phone: 641-856-3097***  
***Fax: 641-856-8104***  
***Email: jsalstrand@appanoosecounty.net***

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*Appanoose County Board of Supervisors*  
*201 N 12<sup>th</sup> St*  
*Centerville, Iowa 52544*

*November 25, 2025*

*RE: Deputy Treasurer*

*Dear Board members,*

*I ask you to approve the hiring of Skyler Morrison as full-time Deputy Treasurer (non-exempt) with a starting salary of \$41,389.97 effective December 10, 2025.*

*Respectfully Yours,*

*Jennifer Salstrand*  
*Jennifer Salstrand, Treasurer*

RESOLUTION 2025-43

SALE OF COUNTY'S INTEREST IN CERTAIN REAL PROPERTY

WHEREAS, Appanoose County has an interest in certain real property legally described as follows:

Parcel #290251006591000

COAL PT NE SE DESC AS: BEG AT THE NE COR OF SE QTR 11-68-16 TH RUNNING W 45 5/7THS RDS TH S 35 RDS TH E 45 5/7THS TH N 35 RDS TO THE PL OF BEG in Appanoose County, Iowa

WHEREAS, Appanoose County is desirous of disposing of its interest in the above legally described property by transferring ownership to: Gregory and Marsha Vogel in the amount of One Hundred dollar(s) all its right, title, interest, estate, claim and demand, in the above described real estate.

WHEREAS, the Board is desirous of disposing of the County's interest in the real property as required by Iowa Code Section 331.361; has held a public hearing on the proposed property sale in accordance with Iowa Code Section 331.305; has published notice of the time and place of the public hearing on the proposed property sale; and has solicited public comment and input on the proposed property sale prior to finally acting on such proposal.

NOW, THEREFORE, BE IT RESOLVED that payment is due by the close of business on the day of passage of this resolution or this sale is null and void and this resolution shall be rescinded.

BE IT FURTHER RESOLVED that, after a public hearing on the matter, the Appanoose County Board of Supervisors resolves to execute a Quit Claim Deed to transfer any ownership it may have to the owner(s) named above, all its right, title, interest, estate, claim and demand, in the above described real estate in Appanoose County, Iowa.

PASSED AND APPROVED this 1<sup>st</sup> day of December 2025

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Jeff Kulmatycki  
Chairperson, Board of Supervisors

ATTEST:

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Kelly Howard, Appanoose County Auditor



# RESOLUTION 2025 - 44

## REVISED - Utility Resolution for 2025 Values Payable FY 2026-2027

BE IT HEREBY RESOLVED by the Board of Supervisors of Appanoose County, Iowa that it is hereby ordered that the lengths of the mileage of the several railroads, electric and gas companies in Appanoose County, Iowa, and the assessed value and taxable value thereof, fixed according to the following schedule and the County Auditor is hereby ordered to spread the same upon the tax books of said county for the valuation year 2025, payable in the fiscal year 2026-2027.

State #	Cty #	Taxing Districts (Township/City/School/Fire)	Miles	Assessed Value	Net Taxable Value	Taxable Valuation w/ Rollback
<b>Buckeye Pipeline - 9902500</b>						
4002	020	Caldwell Township -Centerville SD - Cincinnati FD		33,008	33,008	32,347
4018	200	Pleasant Township - Centerville SD-Cincinnati FD		36,136	36,136	35,413
4020	230	Sharon Township - Moulton SD-Centerville FD		31,938	31,938	31,299
4021	220	Sharon Township - Centerville SD-Centerville FD		22,225	22,225	21,779
4023	260	Udell Township-MoultonUdell School-Moulton FD		32,761	32,761	32,105
4024	250	Udell Township - Moravia SD-Moulton FD		7,326	7,326	7,179
4025	270	Union Township-Moravia SD-Moravia FD		33,172	33,172	32,508
4030	320	Washington Township-Moulton SD-Moulton FD		5,021	5,021	4,920
4052	440	Unionville Corp-Moravia SD-Moravia FD		4,445	4,445	4,356
		<b>TOTAL</b>		<b>206,031</b>	<b>206,031</b>	<b>201,906</b>

<b>American Natural Resources - 9901000</b>						
4001	010	Bellair Township-Centerville SD-Centerville FD		1,371,831	1,371,831	1,344,394
4006	060	Douglas Township-Moravia SD-Moravia FD		71,779	71,779	70,343
4007	070	Douglas Township-MoultonUdell SD-Centerville FD		532,545	532,545	521,894
4014	160	Johns Township-Centerville SD-Mystic FD		783,583	783,583	767,911
4015	170	Johns Township-Seymour SD-Mystic FD		284,124	284,124	278,441
4017	190	Lincoln Township-Seymour SD-Seymour FD		1,022,495	1,022,495	1,002,045
4018	200	Pleasant Township-Centerville SD-Cincinnati FD		233,063	233,063	228,401
4019	210	Pleasant Township-Seymour SD-Cincinnati FD		14,299	14,299	14,013
4020	230	Sharon Township - Moulton SD-Centerville FD		558,247	558,247	547,082
4021	220	Sharon Township - Centerville SD-Centerville FD		158,511	158,511	155,340
4022	240	Taylor Township-Moravia SD-Moravia FD		231,143	231,143	226,520
4023	260	Udell Township-MoultonUdell SD-Moulton FD		1,842,082	1,842,082	1,805,240
4027	290	Vermillion-Centerville SD-Centerville FD		1,287,903	1,287,903	1,262,144
4030	320	Washington Township-MoultonUdell SD-Moulton FD		31,700	31,700	31,066
		<b>TOTAL</b>		<b>8,423,306</b>	<b>8,423,306</b>	<b>8,254,834</b>

<b>Chariton Valley Electric Coop - 9904000</b>						
4001	010	Bellair Township-Centerville SD-Centerville FD		199,575	199,575	27,438
4002	020	Caldwell Township-Centerville SD-Cincinnati FD		305,962	305,962	42,067
4003	030	Caldwell Township-MoultonUdell-Moulton FD		154,147	154,147	21,210
4004	040	Chariton Township-Moravia SD-Moravia FD		656,437	656,437	90,285
4006	060	Douglas Township-Moravia SD-Moravia FD		59,107	59,107	8,149
4007	070	Douglas Township-MoultonUdell SD-Centerville FD		91,348	91,348	12,547
4008	090	Franklin Township-Seymour SD-Cincinnati FD		484,907	484,907	66,684
4009	080	Franklin Township-Centerville SD-Cincinnati FD		16,878	16,878	2,318
4010	110	Independence Township-Centerville SD-Moravia FD		147,906	147,906	20,351
4011	120	Independence Township-Moravia SD-Moravia FD		528,630	528,630	72,709
4012	130	Independence Township-Seymour SD-Moravia FD		75,469	75,469	10,378
4013	150	Independence Township-Albia SD-Moravia FD		17,389	17,389	2,389
4014	160	Johns Township-Centerville SD-Mystic FD		22,289	22,289	3,068
4015	170	Johns Township-Seymour SD-Mystic FD		136,762	136,762	18,787
4016	180	Lincoln Township-Centerville SD-Seymour FD		106,710	106,710	14,676
4017	190	Lincoln Township-Seymour SD-Seymour FD		467,506	467,506	64,274
4018	200	Pleasant Township-Centerville SD-Cincy FD		365,707	365,707	50,304
4020	230	Sharon Township - Moulton Udell SD-Centerville FD		73,118	73,118	10,042
4021	220	Sharon Township - Centerville SD-Centerville FD		380,723	380,723	52,368
4022	240	Taylor Township-Moravia SD-Moravia FD		613,895	613,895	84,418
4025	270	Union Township - Moravia SD-Moravia FD		678,384	678,384	93,296
4026	280	Union Township-Moulton Udell SD-Moulton FD		2,531	2,531	354
4027	290	Vermillion Township-Centerville SD-Centerville FD		333	333	35
4028	300	Walnut Township-Centerville SD-Mystic FD		171,706	171,706	23,610
4029	310	Walnut Township-Moravia SD-Mystic FD		31,230	31,230	4,302
4031	330	Wells Township-MoultonUdell SD-Moulton FD		86,460	86,460	11,877
		<b>TOTAL</b>		<b>5,875,109</b>	<b>5,875,109</b>	<b>807,936</b>

<b>Northeast Missouri Electric Coop - 9910000</b>						
4004	040	Chanton Township-Moravia SD-Moravia FD		34,628	34,628	32,621
4022	240	Taylor Township-Moravia SD-Moravia FD		21,309	21,309	20,075
4030	320	Washington Township-MoultonUdell SD-Moulton FD		211,761	211,761	199,492
4038	370	Moravia Corp-Moravia SD-Moravia FD		65,260	65,260	61,479
		<b>TOTAL</b>		<b>332,958</b>	<b>332,958</b>	<b>313,666</b>

State #	Cty #	Taxing Districts (Township/City/School/Fire)	Miles	Assessed Value	Net Taxable Value	Taxable Valuation w/ Rollback
<b>ITC Midwest LLC - 9909000</b>						
4001	010	Bellair Township-Centerville SD-Centerville FD		358,041	358,041	21,937
4005	050	Douglas Township-Centerville SD-Centerville FD		52,127	52,127	3,191
4006	060	Douglas Township-Moravia SD-Moravia FD		197,842	197,842	12,103
4017	190	Lincoln Township-Seymour SD-Seymour FD		558,826	558,826	34,236
4018	200	Pleasant Township-Centerville SD-Cincy FD		23,089	23,089	1,417
4020	230	Sharon Township-MoultonUdell SD-Centerville FD		196,916	196,916	12,074
4021	220	Sharon Township - Centerville SD-Centerville FD		194,969	194,969	11,942
4022	240	Taylor Township-Moravia SD-Moravia FD		410,234	410,234	25,111
4027	290	Vermillion Township-Centerville SD-Centerville FD		4,884,940	4,884,940	299,132
4030	320	Washington Township-MoultonUdell SD-Moulton FD		8,547,678	8,547,678	523,405
4031	330	Wells Township-MoultonUdell SD-Moulton FD		1,857,792	1,857,792	113,744
4032	340	Centerville Corp-Centerville SD		170,804	170,804	10,450
4038	370	Moravia Corp-Moravia SD		123,507	123,507	7,572
4044	400	Numa Corp-Centerville SD-Centerville FD		102,290	102,290	6,260
<b>TOTAL</b>				<b>17,679,055</b>	<b>17,679,055</b>	<b>1,082,574</b>

<b>MidAmerican Energy - 9909500</b>						
4023	260	Udell Township-MoultonUdell SD-Moulton FD		2,262,279	2,262,279	732,585
4030	320	Washington Township-MoultonUdell SD-Moulton FD		18,509,434	18,509,434	5,993,785
4031	330	Wells Township-MoultonUdell SD-Moulton FD		9,370,094	9,370,094	3,034,258
<b>TOTAL</b>				<b>30,141,807</b>	<b>30,141,807</b>	<b>9,760,628</b>

<b>Central Iowa Power Cooperative - 9903700</b>						
4018	200	Pleasant Township-Centerville SD-Cincinnati FD		0		138
4022	240	Taylor Township-Moravia SD-Moravia FD		0		41
4027	290	Vermillion Township-Centerville SD-Centerville FD		0		691
4028	300	Walnut Township-Centerville SD-Mystic FD		0		33
4032	340	Centerville Corp-Centerville SD		0		14,220
4034	350	Cincinnati Corp-Centerville SD		0		705
4038	370	Moravia Corp-Moravia SD		0		1,454
<b>TOTAL</b>				<b>0</b>		<b>17,282</b>

<b>Southern Iowa Electric Company - 9912000</b>						
4002	020	Caldwell Township-Centerville SD-Cincinnati FD		44,246	44,246	4,838
4003	030	Caldwell Township-MoultonUdell SD-Moulton FD		113,939	113,939	12,436
4020	230	Sharon Township-MoultonUdell SD-Centerville FD		62,664	62,664	6,838
4023	260	Udell Township-MoultonUdell SD-Moulton FD		116,814	116,814	12,741
4024	250	Udell Township-Moravia SD-Moulton FD		106,363	106,363	11,596
4025	270	Union Township-Moravia SD-Moravia FD		17,669	17,669	1,920
4030	320	Washington Township-MoultonUdell SD-Moulton FD		696,291	696,291	75,935
4031	330	Wells Township-MoultonUdell SD-Moulton FD		963,154	963,154	105,022
<b>TOTAL</b>				<b>2,121,140</b>	<b>2,121,140</b>	<b>231,326</b>

<b>Interstate Power &amp; Light (Gas) - 9908000</b>						
4018	200	Pleasant Township-Centerville SD-Cincy FD		37,733	37,733	9,501
4022	240	Taylor Township-Moravia SD-Moravia FD		15,066	15,066	3,800
4027	290	Vermillion Township-Centerville SD-Centerville FD		177,779	177,779	44,692
4028	300	Walnut Township-Centerville SD-Mystic FD		6,676	6,676	1,674
4032	340	Centerville Corp-Centerville SD		3,605,942	3,605,942	906,956
4034	350	Cincinnati Corp-Centerville SD		180,175	180,175	45,312
4038	370	Moravia Corp-Moravia SD		367,852	367,852	92,534
<b>TOTAL Gas</b>				<b>4,391,223</b>	<b>4,391,223</b>	<b>1,104,469</b>

<b>Interstate Power &amp; Light (Electric) - 9908000</b>						
4001	010	Bellair Township-Centerville SD-Centerville FD		3,211,278	3,211,278	458,329
4002	020	Caldwell Township-Centerville SD-Cincinnati FD		903,849	903,849	128,989
4004	040	Chariton Township-Moravia SD-Moravia FD		83,112	83,112	11,859
4005	050	Douglas Township-Centerville SD-Centerville FD		1,060,702	1,060,702	151,362
4006	060	Douglas Township-Moravia SD-Moravia FD		1,341,393	1,341,393	191,467
4007	070	Douglas Township-MoultonUdell SD-Centerville FD		422,935	422,935	60,371
4010	110	Independence-Centerville SD-Moravia FD		298,160	298,160	42,549
4011	120	Independence Township-Moravia SD-Moravia FD		97,036	97,036	13,857
4012	130	Independence Township-Seymour SD-Moravia FD		187,185	187,185	26,692
4014	160	Johns Township-Centerville SD-Mystic FD		2,048,040	2,048,040	292,323
4015	170	Johns Township-Seymour SD-Mystic FD		2,221,500	2,221,500	317,065
4016	180	Lincoln Township-Centerville SD-Seymour FD		291,167	291,167	41,577
4017	190	Lincoln Township-Seymour SD-Seymour FD		1,575,312	1,575,312	224,827
4018	200	Pleasant Township-Centerville SD-Cincy FD		2,450,662	2,450,662	349,778
4020	230	Sharon Township - Moulton Udell SD-Centerville FD		1,353,030	1,353,030	193,109
4021	220	Sharon Township - Centerville SD-Centerville FD		355,930	355,930	50,789
4022	240	Taylor Township-Moravia SD-Moravia FD		1,093,511	1,093,511	156,074
4023	260	Udell Township - MoultonUdell SD-Moulton FD		2,405,919	2,405,919	343,410

State #	Cty #	Taxing Districts (Township/City/School/Fire)	Miles	Assessed Value	Net Taxable Value	Taxable Valuation w/ Rollback
<b>Interstate Power &amp; Light (Electric) - 9908000 (Cont')</b>						
4024	250	Udell Township - Moravia SD-Moulton FD		104,034	104,034	14,868
4027	290	Vermillion Township-Centerville SD-Centerville FD		21,975,715	21,975,715	3,136,515
4028	300	Walnut Township-Centerville SD-Mystic FD		1,758,408	1,758,408	250,969
4029	310	Walnut Township-Moravia SD-Mystic FD		940,165	940,165	134,214
4030	320	Washington Township - MoultonUdell SD-Moulton FD		2,268,038	2,268,038	323,714
4032	340	Centerville Corp-Centerville SD		62,936,025	62,936,025	8,982,619
4034	350	Cincinnati Corp-Centerville SD		1,098,327	1,098,327	156,773
4036	360	Exline Corp-Centerville SD		437,257	437,257	62,408
4038	370	Moravia Corp-Moravia SD		1,351,198	1,351,198	192,853
4040	380	Moulton Corp-MoultonUdell SD		1,870,260	1,870,260	266,952
4042	390	Mystic Corp-Centerville SD		1,546,085	1,546,085	220,664
4044	400	Numa Corp-Centerville SD		415,965	415,965	59,374
4046	410	Plano Corp-Seymour SD		164,182	164,182	23,431
4048	420	Rathbun Corp-Centerville SD		190,983	190,983	27,265
4050	430	Udell Corp-MoultonUdell SD		177,031	177,031	25,249
4052	440	Unionville Corp-Moravia SD		474,103	474,103	67,663
<b>TOTAL Electric</b>				<b>119,108,497</b>	<b>119,108,497</b>	<b>16,999,958</b>

<b>Iowa Southern Railway Company - 9901500</b>			<b>Rate - 11,200.0000</b>			
4006	060	Douglas Township-Moravia SD-Moravia FD	1.56	17,472	17,472	11,236
4007	070	Douglas Township-MoultonUdell SD-Centerville FD	2.38	26,656	26,656	17,142
4020	230	Sharon Township - Moulton SD-Centerville FD	2.39	26,768	26,768	17,214
4021	220	Sharon Township - Centerville SD-Centerville FD	2.03	22,736	22,736	14,621
4022	240	Taylor Township-Moravia SD-Moravia FD	3.36	37,632	37,632	24,200
4023	260	Udell Township-MoultonUdell SD-Moulton FD	0.95	10,640	10,640	6,842
4027	290	Vermillion-Centerville SD-Centerville FD	1.43	16,016	16,016	10,299
4030	320	Washington Township-MoultonUdell SD-Moulton FD	5.5	61,600	61,600	39,613
4032	340	Centerville Corp-Centerville SD-Centerville FD	2.03	22,736	22,736	14,621
4038	370	Moravia Corp-Moravia SD-Moravia FD	1.44	16,128	16,128	10,372
4050	430	Udell Corp-MoultonUdell SD-Moulton FD	0.63	7,056	7,056	4,538
<b>TOTAL</b>			<b>23.70</b>	<b>265,440</b>	<b>265,440</b>	<b>170,698</b>

<b>DM &amp; E Railroad - 9904500</b>			<b>Rate - 314,301.9820</b>			
4001	010	Bellair Township-Centerville SD-Centerville FD	1.67	524,884	524,884	467,298
4006	060	Douglas Township-Moravia SD-Moravia FD	0.4	125,721	125,721	111,928
4014	160	Johns Township-Centerville SD-Mystic FD	2.78	873,760	873,760	777,897
4016	180	Lincoln Township-Centerville SD-Seymour FD	0.21	66,003	66,003	58,762
4017	190	Lincoln Township-Seymour SD-Seymour FD	4.49	1,411,216	1,411,216	1,256,387
4022	240	Taylor Township-Moravia SD-Moravia FD	4.77	1,499,220	1,499,220	1,334,737
4028	300	Walnut Township-Centerville SD-Mystic FD	2.4	754,325	754,325	671,566
4029	310	Walnut Township-Moravia SD-Mystic FD	1.78	559,458	559,458	498,078
4038	370	Moravia Corp-Moravia SD	1.31	411,736	411,736	366,563
4042	390	Mystic Corp-Centerville SD	2.11	663,177	663,177	590,418
4048	420	Rathbun Corp-Centerville SD-Centerville FD	0.42	132,007	132,007	117,524
<b>TOTAL</b>			<b>22.34</b>	<b>7,021,506</b>	<b>7,021,506</b>	<b>6,251,157</b>

	<u>Miles</u>	<u>Assessed Value</u>	<u>Net Taxable Value</u>	<u>Taxable with Rollback</u>
<b>TOTAL APPANOOSE COUNTY UTILITIES</b>	<b>46.04</b>	<b>195,566,072</b>	<b>195,566,072</b>	<b>45,196,435</b>

Railroad Property 1st Tier Rollback - 44.5345% for 1st 150,000 of value, 2nd Tier Rollback - 90% > 150,000  
Centrally Assessed Pipeline Rollback (Excluding Gas & Electric) - 98% & Electric CoOps 94.20590%

Dated this \_\_\_\_\_ day of December, 2025

Appanoose County Board of Supervisors

Jeffery Kulmatycki, Chairperson

ATTEST:

Kelly Howard, Appanoose County Auditor

Resolution of Finding

RESOLUTION FINDING THAT APPANOOSE COUNTY MEETS THE URBAN REVITALIZATION AREA DESIGNATION CRITERIA OF SECTION 404.1, CODE OF IOWA. AND THAT THE DEVELOPMENT AND/OR REDEVELOPMENT, OR COMBINATION THEREOF IS NECESSARY IN THE INTERESTS OF PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE COUNTY.

WHEREAS, in accordance with the provisions of Chapter 404 of the Code of Iowa, the Board of Supervisors may, by ordinance, designate an area of the county as a Revitalization Area for the purpose of granting property tax exemptions for improvements to properties; and,

WHEREAS, the process of designating an area as Revitalization Area requires that the County Supervisors follow certain statutory procedures, including the adoption of a resolution finding that the development and/or redevelopment, or a combination of thereof of the area is necessary in the interest of the public health, safety or welfare of the residents of the County and the area meets the criteria of Section 404.1; and

WHEREAS, Appanoose County, Iowa has been determined to meet the conditions of Section 404.1 due to lack of investment and the opportunity to influence its growth by stimulating investment from the private sector.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Appanoose County, Iowa, that:

1. The facts stated above in the preamble are a true and correct statement of the conditions in Appanoose County and of the necessity of its designation as a Revitalization Area.
2. The entire unincorporated areas of Appanoose County is an eligible Revitalization Area under the criteria of Section 404.1, Code of Iowa.
3. The development and/or redevelopment, or combination thereof the area legally described as the entire area within the corporate boundaries of Appanoose County, Iowa is necessary in the interests of public health, safety and welfare of the residents of Appanoose County, Iowa.
4. There has been prepared a Revitalization Plan for Appanoose County and an ordinance designating the area within the corporate boundaries of Appanoose County, Iowa as a Revitalization Area for consideration by the Board of Supervisors.

PASSED AND APPROVED, this \_\_\_\_\_ day of \_\_\_\_\_ 2025

\_\_\_\_\_  
Chairman, Appanoose County Board of Supervisors

ATTEST:

\_\_\_\_\_  
Appanoose County Auditor

Resolution 2025-46

RESOLUTION APPROVING PROCEDURES CONCERNING PUBLIC HEARINGS NOTICES ON  
ADOPTION OF A PROPOSED REVITALIZATION PLAN FOR THE COUNTY-WIDE REVITALIZATION AREA

WHEREAS, the Board of Supervisors has set a public hearing date of \_\_\_\_\_, on the  
proposed County-Wide Revitalization Plan, and

WHEREAS, Section 404.2(3) of the Code of Iowa requires that the County give proper notice of the  
scheduled hearing (not less than four days and not more than twenty days prior to the hearing)  
which notice is required as follows:

The county has scheduled a public hearing and notified all owners of record of real property  
located within the proposed area and the section and the tenants living within the proposed area in  
accordance with Section 331.305. In addition to notice of publication, notification shall also be  
given by ordinary mail to the last known address of the owners of record. The County shall also  
send notice of by ordinary mail addressed to the "occupants" of County addresses located within  
the proposed area, unless the Board of Supervisors, by reason of lack of a reasonably current and  
complete address list, or for other good cause, shall have waived the notice. Notwithstanding  
Section 331.305 the notice shall be given by the thirtieth day prior to the public hearing.

WHEREAS, a current list does not exist of tenants within the proposed Revitalization Area, an  
official notice will be published in the newspapers of general circulation (Appanoose Weekly) prior  
to \_\_\_\_\_ as required by law.

PASSED AND APPROVED, this \_\_\_\_\_ day of \_\_\_\_\_ 2025

\_\_\_\_\_  
Chairman, Appanoose County Board of Supervisors

ATTEST:

\_\_\_\_\_  
Appanoose County Auditor

**RESOLUTION FOR ROAD VACATION PUBLIC HEARING**  
Appanoose County

WHEREAS, a request has been made with the Appanoose County Board of Supervisors asking that action be taken to vacate and close a section of Appanoose County Secondary Road, described as follows:

Two (2) roads located within the former town of Johnstown in the Northwest Quarter of Section 1, Township 69 North, Range 18 West, more particularly described as follows:

All that part of the alley lying East of Block 3 in the former town of Johnstown in the Southeast  $\frac{1}{4}$  of Northwest  $\frac{1}{4}$  of Section 1, Township 69 North, Range 18 West, Appanoose County, Iowa, and

All that part of the street lying South of Lot 8 Block 3 in former town of Johnstown in Southeast  $\frac{1}{4}$  of Northwest  $\frac{1}{4}$  of Section 1, Township 69 North, Range 18 West, Appanoose County, Iowa.

NOW THEREFORE BE IT RESOLVED that a hearing on the proposed vacation will be held in the Board Room, Appanoose County Courthouse, 201 N 12<sup>th</sup>, Centerville IA 52544 at \_\_\_\_\_ on Monday December 15<sup>th</sup>, 2025 in accordance with Iowa Code Chapter 306.

\_\_\_\_\_  
Jeff Kulmatycki, Chair  
Appanoose County Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
ATTEST: Kelly Howard  
Appanoose County Auditor

\_\_\_\_\_  
Date