

# BOARD OF SUPERVISORS MEETING

# Meeting Notice

# Tama County Board of Supervisors

**Mon., Oct. 13, 2025**

Meetings may also be available online for viewing and/or participating in by clicking the below link barring no power, internet, or equipment failure or other unforeseen circumstances. Meetings will still be held if there is no electronic availability.

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## Agenda Schedule

**\*\* Agenda is not printed in any particular order, only time specific items will be addressed at certain times**

8:30 AM Call to Order, Pledge of Allegiance

Approve agenda

**Public comments-**This time is set aside for public comments on County business topics. To be recognized raise your hand or stand. After recognition by the Chair, state your name and address. You may speak one time per issue. If the comment is for an item not on the agenda, please understand the Board of Supervisors will not act on your comments at this meeting due to the Open Meetings Law requirements but may do so at a future board meeting by placing it on the agenda. The Chair and Board members welcome comments from the public; however, all comments must be directed to the board and not others in attendance; keep your comments germane; it is not appropriate to use profane, obscene, or slanderous language. No personal attacks will be allowed. The Chair may limit each speaker to three minutes.

Discussion/Approve 10/6/25 regular minutes

## Engineer-road projects report

Discussion/possible action on Resolution Establishing a Stop Sign Resolution

Discussion/possible action on landowner requesting to upgrade their gravel road to pavement to their driveway

9:00 AM Public Hearing for road vacation on V Avenue

Discussion/possible action on Resolution Road Vacation

9:30 AM	Public hearing to update Zoning Ordinance Fees in the Tama County Zoning Ordinance of July 7, 1998
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Discussion/possible action on Resolution Updating Zoning Ordinance Fees

Discussion/possible action on Eastern Iowa Workforce Development Area Shared Liability Agreement

Discussion/possible action on Sheriff's Quarterly Report

Approve/Authorize chairman to sign Dallynn Hotchkiss-McEltree's ABMDI Recertification documents

Discussion/possible action to approve Zoning Administrator's statement for Board of

Adjustment hearing on 10/14/2025 concerning Salt Creek Wind 2 conditional use permit

Discussion/possible action to change County Farm bidding process to include live bidding

Discussion/approve claims

Public comments

Adjourn

**Board of Supervisors Minutes**  
**October 6, 2025**

The Tama County Board of Supervisors met at 8:30 a.m. October 6, 2025. Present: 1st District Supervisor, Curt Hilmer; 2nd District Supervisor, David Turner; 3rd District Supervisor, Heather Knebel; 4th District Supervisor, Mark Doland and 5th District Supervisor, Curt Kupka. Also, Tama County Auditor, Karen Rohrs, Sheriff Schmidt, and members of the public.

The Pledge of Allegiance was recited.

Motion by Turner, seconded by Kupka to approve the agenda. Discussion: None. All voted aye. Motion carried.

Public Comments: Public comments were heard from Karen Murty. Public comment time closed at 8:32 am.

Motion by Knebel, seconded by Hilmer to approve the minutes of the September 29<sup>th</sup> regular meeting. Discussion: None. All voted aye. Motion carried.

The Board met with Ben Daleske, Tama County Engineer, to get a road projects report. The Board also discussed an equipment plan with Daleske.

The Board discussed reorganizing the management structure of the secondary roads department. Motion by Knebel, second by Turner to table further discussion in order to hold the scheduled public hearing. All voted aye. Motion carried.

The board held a public hearing regarding proposed changes to the zoning ordinance fees to the Tama County Zoning Ordinance of July 7, 1998. Motion by Turner, seconded by Kupka to open the public hearing at 9:06 am. Roll Call Vote: Hilmer, aye. Turner, aye. Knebel, aye. Doland, aye. Kupka, aye. There were no written public comments and there were no comments heard at the hearing from the public. Motion by Hilmer, seconded by Knebel to close the public hearing at 9:07 am. Roll Call Vote: Hilmer, aye. Turner, aye. Knebel, aye. Doland, aye. Kupka, aye. The next public hearing is scheduled for October 13<sup>th</sup> at 9:30 am.

Motion by Knebel, seconded by Hilmer to set a joint work session between the Board of Supervisors and Tama County Zoning Commission for Thursday October 16<sup>th</sup> at 6:00 pm at the Tama County Board of Supervisors room to review and possibly make changes to the recommended Commercial Solar Ordinance. Discussion: None. All voted aye. Motion carried.

Motion by Hilmer, seconded by Turner to approve removing Supervisor Turner from the Region 6 board and appointing Supervisor Doland to the Region 6 board. Discussion: None. All voted aye. Motion carried.

Each supervisor gave an update for their district.

Motion by Turner, seconded by Kupka to approve the claims for payment as presented in the amount of \$77,274.84. Discussion: None. All voted aye. Motion carried.

The Board continued to discuss reorganizing the management structure of the secondary roads department. Motion by Kupka, seconded by Turner to move forward with reorganizing the management structure of the secondary roads department and to post the two road foreman positions. Discussion: The current structure stays the same until the two road foreman positions are filled. All voted aye. Motion carried.

Public Comments: Public comments were heard from Roger Wacha, Jim Smith, Karen Murty, Nancy Smith, Kendall Jordan, Michelle Schroeder, and Jacob Reineke. Public comment time closed at 9:47 am.

Chairman Doland adjourned the meeting at 9:48 am.

These minutes are intended to provide a summary of the discussions and decisions made during the Board of Supervisor meeting. For the most accurate and comprehensive record, please refer to the audio recording of the meeting that can be provided upon request at the auditor's office.

## ***Tama County Board of Supervisors - Weekly Engineer's Office Report***

October 13<sup>th</sup>, 2025

We are working near 260<sup>th</sup> St. and C Avenue to work on doing some ditch digging.

Working on H avenue south of 370<sup>th</sup> St. cutting berms and re-graveling this week.

On V Avenue North of 115<sup>th</sup> St., doing some ditch cleaning along with removing berms along the edge.

On E43 (Duponda), pavement was placed on Friday. We are waiting for gravel shoulder work, and guardrail to have this opened.

PCI on S Ave will be working for the next couple weeks on getting the deck formed up.

Manatt's schedule right now is to tear out the concrete section of road starting this week.



**RESOLUTION 10-13-2025A**

**RESOLUTION FOR ESTABLISHING A STOP SIGN**

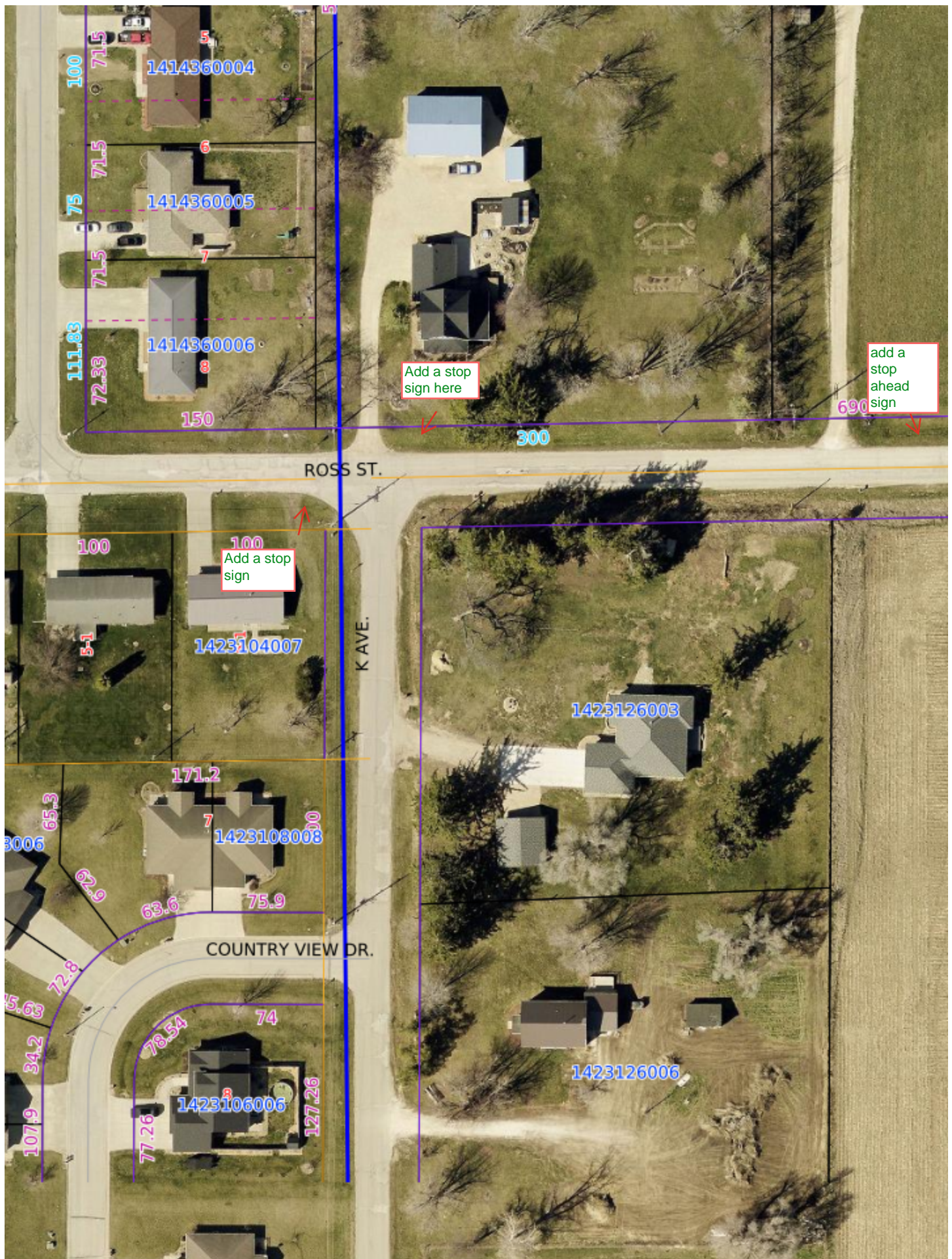
WHEREAS, the Board of Supervisors is empowered under authority of Iowa Code Sections 321.255 to place and maintain such traffic-control devices on highways under their jurisdiction to regulate, warn or guide traffic, and

WHEREAS, the City of Toledo has requested adding a stop sign in our ROW,

WHEREAS, the City of Toledo will take care of the signage and maintenance of the signs.

THEREFORE BE IT RESOLVED that “Stop” sign and “Stop Ahead” sign be erected at the location described as follows;

Ross Street/310<sup>th</sup> Street where it intersects K Avenue to the South.



## Karen Rohrs

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**From:** Jon Puls <jonp@manatts.com>  
**Sent:** Wednesday, September 24, 2025 1:02 PM  
**To:** Ben Daleske  
**Cc:** Shane White  
**Subject:** [TLS] S Ave

Guys,

I just talked to Doug DeMeulenaere and he would like us to price paving S Ave from E-66 to his driveway. Do you have any concerns about him paying for this? He asked me to reach out to you and see if there were any concerns. I told him I would price it at 4" and 6" if we have the approval to do the work. I know we paved his driveway when we did hwy 30 a few years ago but this is obviously a different situation.

Let me know your thoughts.

Thanks,

Jon Puls  
Project Manager  
Manatt's, Inc.  
jonp@manatts.com  
M:319.350.2391  
O:641.792.7500 Ext:1165







The closest road is CH E66

**Resolution Number 10-9-2007A  
Road Improvement Request Policy**

WHEREAS Tama County has about 1,159 miles of roads under its jurisdiction as of January 1, 2006, and

WHEREAS 92 miles are dirt roads with no surfacing, 893 miles are surfaced with rock, 4 miles are bituminous, and 179 miles are paved, and

WHEREAS there are occasional requests from individuals to upgrade the surfacing on a road in order to build a house or business on a dirt road or to upgrade the surface from rock to pavement, and

WHEREAS Tama County wishes to establish a fair method to accommodate for this, while at the same time encouraging economic development,

THEREFORE BE IT RESOLVED that Tama County will participate in improving a road from dirt to rock in order to access a new structure valued at least \$100,000 and that has a permanent foundation, and will also accommodate for improving a rock road to pavement. This policy to upgrade roads under the jurisdiction of Tama County shall replace previous policies and be effective upon passage for all projects not commenced prior to the date of passage and shall be as follows:

**Upgrade from Dirt (Area Service B) to Rock (Area Service A)**

- The existing road must have a minimum 66' right-of-way. In certain cases this minimum may be increased by the County Engineer to ensure safety, adequate drainage, or reasonable service during winter months.
- The requestor will be responsible for the cost and execution of acquiring any necessary right-of-way, fence replacement, relocation of utilities, etc. An easement for right-of-way must be in the name of Tama County and must have approval by the Board of Supervisors prior to acceptance.
- The road must be connected to another rock or paved road.
- Tama County will perform a minimal amount of grading, brush removal and minor culvert repair (not to exceed \$5,000) to prepare a road for the purpose of upgrading it. The requestor will pay for 100% of all costs above \$5,000 for this work. At the County Engineer's discretion the work will either be hired or performed by Tama County with their crews. If County forces are utilized the time and expense will be documented for the purpose of billing the requestor. Prior to performing grading over \$5,000 the County Engineer will prepare an estimate of the cost. The requestor will pay Tama County for the estimated cost prior to the work being performed. After completion the actual cost will be determined and Tama County will either bill or reimburse the requestor for the difference.
- If bridge or culvert repairs or replacements are necessary the cost-sharing arrangement between Tama County and the requestor will be determined by the County Engineer. In determining the cost-sharing arrangement, the

## Tama County Road Improvement Policy

County Engineer shall consider the remaining useful life of the existing structure and the future plans that Tama County would have regarding the structure if the status of the road was unchanged.

- The requestor will be responsible for 100% of the cost of buying, hauling and placing rock on the road. The type of rock hauled will be determined by the County Engineer. The amount of rock necessary will be enough to cover the road 2½ inches deep and 24 feet wide (0.30 ton per lineal foot). This amount may be reduced if the County Engineer determines the road had previously been rocked and that there is some rock still left from that. Tama County may hire private haulers or use County forces. If a private hauler is utilized it will be necessary to supply rock tickets which show that the proper type and quantity of rock were hauled. If County forces are utilized, the County Engineer will determine the cost to buy and place the rock and bill the requestor appropriately prior to the rock being placed.
- Upgrades shall be performed under the direction of the County Engineer.
- After the upgrade has been completed to the satisfaction of the County Engineer, all ongoing costs shall be assumed by Tama County.
- Rock will not be placed until a permanent foundation is constructed.
- It may be possible that improvement of the road is not the most cost-effective way to provide adequate service. Alternatives to improvement of the road will be considered, even if this pushes more of a financial burden onto the homeowner.
- The request shall be made to the County Engineer.
- The road will change official status from Area Service B to Area Service A after substantial completion of the new structure.
- Tama County shall retain the right to upgrade or downgrade the surfacing due to changes in funding or usage of the road.
- The request to upgrade the road may be denied if Tama County feels that ongoing maintenance is not financially feasible.

### **Upgrade from Rock to Bituminous or Paved**

- Upgrades must be an extension of an existing paved road, so as to fit in with existing snow-removal routes. Upgrades that branch off of existing seal-coated or paved roads may be denied for that reason alone.
- Upgrades must fit in with the existing traffic patterns or what could reasonably be construed to be the future traffic pattern.
- The existing road must have a minimum 66' right-of-way. In certain cases this minimum may be increased by the County Engineer to ensure safety, adequate drainage, or reasonable service during winter months. An easement for right-of-way must be in the name of Tama County and must have approval by the Board of Supervisors prior to acceptance.
- The person making the request will be responsible for the cost and execution of acquiring any necessary right-of-way, fence replacement, relocation of utilities, etc.
- Tama County will perform minimal grading (not to exceed \$2,000) to upgrade a road from rock to pavement. These costs may also include

## Tama County Road Improvement Policy

- removal of brush and minor culvert repair. Costs above \$2,000 shall be borne completely by the person making the request.
- The person making the request will pay for the initial cost of the placement of the pavement and will be responsible for maintenance of it for five (5) years. This maintenance will include filling cracks, patching potholes, pavement markings (if any), or applying a yearly chip seal, or any other maintenance deemed necessary by the County Engineer. Although a yearly chip may not be required, the requestor should plan to place a second chip seal near the end of the five (5) year period.
  - The initial construction design and the ongoing need for maintenance must be satisfactory to the County Engineer. If the maintenance is not satisfactory and is not brought up to a satisfactory condition within a reasonable time period, Tama County reserves the right to return the road to its original condition.
  - Tama County will perform snow removal on the road in accordance with policies established by the Tama County Board of Supervisors.
  - Ongoing maintenance will be assumed by the County after five years if the new pavement is in a condition acceptable to the County at that point.
  - If bridge or culvert repairs or replacements are necessary the cost-sharing arrangement between the County and the person making the request will be determined by the County Engineer. In determining the cost sharing arrangement, the County Engineer shall consider the remaining useful life of the existing structure and the future plans that Tama County would have regarding the structure if the status of the road was unchanged.
  - Upgrades shall be performed under the direction and approval of the County Engineer.
  - It may be possible that improvement of the road is not the most cost-effective way to provide adequate service. Alternatives to improvement of the road will be considered, even if this pushes more of a financial burden onto the homeowner.
  - Tama County shall retain the right to upgrade or downgrade the surfacing due to changes in funding or usage of the road.
  - The initial point of request shall be the County Engineer.
  - The request to upgrade the road may be denied if Tama County feels that ongoing maintenance is not financially feasible.

Signed this **9<sup>th</sup>** day of **October, 2007**.

This policy was approved and signed by the Board of Supervisors on October 9, 2007.

**RESOLUTION 10-13-2025B**

WHEREAS, a public hearing was held at 9:00 am on October 13<sup>th</sup>, 2025, in the office of the Tama County Board of Supervisors to consider the proposal to vacate the following segments of road:

V Avenue between 240<sup>th</sup> Street and 230<sup>th</sup> Street and beginning at the SW corner of Section 10-T84N-R13W (Oneida Township) and proceeds north for 1700 ft, established 66 feet wide, and

WHEREAS, no objections have been received by the adjacent landowners, either in writing or by persons present, and

WHEREAS, no other objections were received, and

WHEREAS, the vacation of the road is not intended to affect utility easements, and

THEREFORE BE IT RESOLVED that the subject section of road is ordered vacated and closed. This road vacation is not intended to remove easements for utilities.



385.05

695.15

400-010

8.75

420.4

1642.9

W AVE.

615

66

133

240TH ST.

940

300-0  
38.00



Recommended Fee changes from Zoning Commission, September 2025:

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Section 1901. NOTICE AND FEE. The Board shall make no findings except in a specific case and after a public hearing conducted by the Board. The Board shall select a reasonable time and place for the hearing of the appeal and shall give due notice thereof to the parties. The notice of the time and place of such public hearing shall be published in a Tama County publication of general circulation in Tama County at least ten (10) days previous to the hearing. Such notice shall contain the address or location of the property for which the ruling by the Board is sought, as well as a brief description of the nature of the request.

1901.1 If a special use permit is requested a fee of \$200.00 shall be paid to Tama County at the time of the notice of appeal is filed. Fees shall be credited to the general government fund of Tama County, Iowa.

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Section 2002. FEES. A fee for the issuance of said Certificates shall be paid to the Administrative Officer at the time of the application. Fees shall be determined by the use of the following schedule:

2002.1 ZONING CERTIFICATES (Determined by Value).

<u>Value Of Structure, Building or Addition</u>	<u>Fee</u>
\$0.00 to \$1,000.00	\$60.00 Minimum
For each additional \$1,000.00 or fraction thereof, up to and including \$20,000.00	\$1.00 Per \$1,000.00
For each additional \$1,000.00 or fraction thereof, up to and including \$50,000.00	\$0.50 Per \$1,000.00
For each additional \$1,000.00 or fraction thereof, exceeding \$50,000.00	\$0.20 Per \$1,000.00

2002.2 If construction begins before a permit is issued, the Zoning Certificate fees are to be doubled.

2002.3 These fees are revised as of Fall 2025; recommended to be reviewed/ updated by Fall 2030.

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2104.1 If a special use permit is requested a fee of \$200.00 shall be paid to Tama County at the time of the notice of appeal is filed. If a variance is requested a fee of \$200.00 shall be paid to Tama County at the time the notice of appeal is filed. Fees shall be credited to the general government fund of Tama County, Iowa.

**RESOLUTION 10-13-2025C**

WHEREAS, that the Tama County Board of Supervisors have held two public hearings on the Zoning Ordinance Fees Amendment to the Tama County Zoning Ordinance of July 7, 1998 and waived the third hearing,

NOW, THEREFORE, BE IT RESOLVED that the Tama County Board of Supervisors hereby adopts said amendment to the Tama County Zoning Ordinance of July 7, 1998 and directs the County Auditor to publish a summary of the amendment in official newspapers for Tama County. The effective date of the change to the ordinance will be the date the summary is published.

# Chief Elected Officials Shared Liability Agreement

## Questions and Answers

### *Building One Stronger Region*

October 6, 2025

#### **1. What is the CEO Shared Liability Agreement?**

This is a required document under the Workforce Innovation and Opportunity Act (WIOA) that outlines how the Chief Elected Officials (CEOs) in each county within the local workforce area share legal and financial responsibility for WIOA grant funds. It ensures that all counties have equal protection and accountability for how funds are managed.

#### **2. Does the county have to sign the Agreement?**

Yes. Signing the Shared Liability Agreement is mandatory for continued participation in the local workforce development area. If a county does not sign, it would be choosing to withdraw from the federally designated local area, which would: eliminate that county's representation on the workforce board, require the State Workforce Development Board to redesignate local area boundaries (a lengthy and complex process that could delay access to WIOA funding), and disrupt services to residents and employers in that county. In short, not signing would isolate the county from the regional workforce system and make it extremely difficult to provide federally funded workforce services to its residents.

#### **3. Has the county already approved the merger?**

Yes. The merger of the South Central and Mississippi Valley Workforce Development Boards into a single 22-county local area has already been approved by all 22 counties and the State Workforce Development Board. The Agreement is the next step in formalizing that merger and ensuring all 22 counties are legally aligned as one region.



#### **4. What if a county disagrees with something in the SLA?**

Because the workforce area operates as a single entity under WIOA, all 22 counties must agree to the same Agreement language. If a county has concerns or proposed changes, those changes would need to be brought back to the entire CEO group for discussion and a new vote at a joint meeting. Individual counties cannot modify or adopt their own version of the Agreement.

#### **5. Does signing the Agreement change how local services are delivered?**

No. Signing the Agreement does not change or disrupt services to job seekers, workers, or employers. It simply establishes the legal and administrative structure that allows the region to function as one unified workforce area. IowaWORKS Centers and partner programs will continue operating as usual during and after the merger process.

#### **6. Who should we contact with questions?**

Jason Roudabush, CLEO  641-990-2348  [jroudabush@netins.net](mailto:jroudabush@netins.net)

Miranda Swafford, Executive Director, Mississippi Valley Workforce Development Board

 319-214-2856  [director@mississippivalleyworkforce.org](mailto:director@mississippivalleyworkforce.org)

## **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:

<b>County</b>	<b>Population</b>	<b>% of Total</b>
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. 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	_____

## SHERIFF

July - Sept 2025

CONTRACT LAW ENFORCEMENT	<u>70,027.45</u>	0001-1-05-1010-250100
WEAPON PERMITS	<u>1540.00</u>	0001-1-05-1000-441000
ACCIDENT/INCIDENT REPORTS	<u>50.00</u>	0001-1-05-1010-504000
SHERIFF'S FEES	<u>7977.67</u>	0001-1-05-1000-440000
SHERIFF'S MILEAGE	<u>2740.82</u>	0001-1-05-1000-440500
MISC STATE GRANTS & REIM	<u>8835.56</u>	0001-2-05-1000-274000
RESTITUTION	<u>75.00</u>	0001-1-05-1000-443000
DARE DONATIONS		0030-1-05-1060-810000
SALES OF EQUIP/VEHICLES		0001-4-05-1000-920000
MISC FEFUNDS/DONATIONS	<u>389.70</u>	0001-1-05-1060-848000 fuel tax
TOBACCO COMPLAINE	<u>1350.00</u>	0035-2-05-1010-234700
TOWING REIMBURSEMENTS		0001-1-05-1020-440600
SHIELD - MOBILE		0036-1-05-1060-446000
WEAPONS TRAINING FEES		0030-1-05-1060-449100
SECURITY SERVICES FUND	<u>1061.36</u>	0029-1-05-1050-444000
SHERIFF FORFEITURE FUND		0032-2-05-1000-232400
OUTSTANDING CHECKS		0001-4-99-0051-820000
SHERIFF FORFEITURE FUND-FEDERAL		0032-2-05-1000-232700

RECEIVED

OCT 07 2025

TAMA COUNTY AUDITOR  
TOLEDO, IOWA 52342

Beginning

Ending

July - Sept 2025

BALANCE ON HAND:

\$ 11,029.15

## RECEIPTS:

Mileage due County	\$ 2740.82
Fees due County	7977.67
Accident Reports	50.00
Law Enforcement Contracts	70,027.45
Permit to Carry	1540.00
Permit to Purchase	
Restitution	75.00
Miscellaneous	1061.36
Tobacco Compliance	1350.00
Ask Force/Wages/OT/Etc	8835.56 - & some fuel tax
OT Fuel Tax Refund	389.70
Mobile/Netmotion	

Total Due Treasurer  
 Unexpended Funds  
 Misc (including gun permits to state)  
 Refund Sheriff's Fees

\$ 94,047.56
40,067.06
793.40
108.00

TOTAL RECEIPTS

\$ 135,016.02

## DISBURSEMENTS:

Mileage due County	\$ 2740.82
Fees due County	7977.67
Accident Reports	50.00
Law Enforcement Contracts	70,027.45
Permit to Carry	1540.00
Permit to Purchase	
Restitution	75.00
Miscellaneous	1061.36
Tobacco Compliance	1350.00
Ask Force/Wages/OT/Etc	8835.56
OT Fuel Tax Refund	389.70
Mobile/Netmotion	

Total Due Treasurer  
 Unexpended Funds  
 Misc (including gun permits to state)  
 Refund Sheriff's Fees

\$ 94,047.56
40,965.87
793.40
108.00

TOTAL DISBURSEMENTS

\$ 135,914.83  
 \$ 10,130.34

TOTAL BALANCE ON HAND

Dennis P. Kucera, Sheriff of Tama County, Iowa do hereby certify that the report given above is a correct report of receipts and disbursements by me as said Sheriff during the periods therein specified.

  
 Dennis P. Kucera, Sheriff

Cassey Schmidt  
 Sheriff

# CHICKASAW COUNTY • IOWA

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## NOTICE OF RENTAL BIDDING PROCEDURE CHICKASAW COUNTY FARM

### Expired Bid Notice

This bid notice has expired. · [View Current Bid Notices](#)

- Department: **Board of Supervisors**
- Deadline: **August 30, 2024 at 4:00 p.m.**

## NOTICE OF RENTAL BIDDING PROCEDURE

### CHICKASAW COUNTY FARM

NOTICE is hereby given that the Chickasaw County Board of Supervisors will offer a cash rental lease of the following described real estate situated in Chickasaw County, Iowa, to-wit:

*The Chickasaw County Farm located in that part of the South One-Half (S ½) of the Southeast Quarter (SE ¼) of Section 24, and in the North One-Half (N ½) of the Northeast Quarter (NE ¼) of Section 25, all lying East of State Highway 63 in Township 95 North, Range 13 West of the*

*5th P.M., and containing 60.70 tillable acres and 5.22 grass strip acres, more or less, since the construction of the State Highway 63 Bypass.*

Interested parties must submitted a sealed written bid for this parcel as one entire unit based upon a per tillable acre basis. Minimum bid is \$200.00 per tillable acre.

**Bids must be received by the Chickasaw County Auditor at 8 E. Prospect Street in New Hampton, Iowa, by 4:00 p.m. on Friday, August 30, 2024.**

Bids will be opened by the Chickasaw County Board of Supervisors on Tuesday, September 3, 2024, at 10:00 a.m. in the boardroom on the second floor of the Chickasaw County Courthouse at 8 E. Prospect Street in New Hampton, Iowa.

Those parties submitting a bid are encouraged to attend the bid opening, as after all bids are opened those parties who timely submitted a bid will be able to raise their bid an unlimited number of times if they wish to do so. After all bidding has been exhausted, the Board of Supervisors intends to offer a written lease agreement to the highest bidder.

The written lease agreement will be for a term of three years beginning on March 1, 2025, and ending on February 29, 2028. Semi-annual rental payments will be due on or before March 15 and December 15 each year. No recreational rights—including hunting, fishing, and trapping—will be granted in the written lease agreement. A draft copy of the proposed written lease agreement is available for inspection and review at the Chickasaw County Auditor’s Office.

The Chickasaw County Board of Supervisors reserves the right to reject any and all submitted bids.

- [NOTICE OF RENTAL BIDDING PROCEDURE CHICKASAW COUNTY FARM](#)

Back: [Bid Notices](#)

**Chickasaw County Courthouse**

8 E Prospect St

New Hampton, IA 50659

[Contact Us](#)

**Courthouse Hours**

M - F 8:30 a.m. to 4:30 p.m.

[Department Hours May Vary](#)

[Closed Holidays](#)

**Driver's License Hours**

M-F 9 a.m. to 4 p.m.

(Closed 12-1 p.m.)

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