

NOTICE

The Des Moines County Board of Supervisors will hold a regular session on **Tuesday, December 2nd, 2025**, at **9:00 A.M.** in the public meeting room at the Des Moines County Courthouse.

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

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

TENTATIVE AGENDA:

1. Pledge of Allegiance
2. Changes to Tentative Agenda
3. Meet with Department Heads / Elected Officials
4. Discussion / Vote:
 - A. Accounts Payable Claims
 - B. Agreement with Eastern Iowa Workforce Development Area
 - C. Resolution #2025-059 and Preliminary Plat of Memorial Meadows Subdivision
 - D. Minutes for Regular Meeting on November 25th, 2025
5. Other Business
6. Future Agenda Items
7. Committee Reports
8. Public Input
9. Adjournment

Work Sessions Following the Meeting:

BOS / County Engineer

RE: Road Tour

Accounts Payable Claims

12/02/2025 MEETING

\$456,197.21

Checks

\$194,232.74

Wire Transfer Pmnt

\$650,429.95

GRAND TOTAL

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	9,213	1.5%
Hardin	16,161	2.7%
Jefferson	14,984	2.5%
Keokuk	9,976	1.6%
Lucas	8,837	1.5%
Mahaska	21,680	3.6%
Marshall	40,400	6.7%
Monroe	7,452	1.2%
Poweshiek	18,323	3.0%
Tama	16,613	2.7%
Van Buren	7,294	1.2%
Wapello	35,336	5.8%
Wayne	6,691	1.1%
Total	606,527	100.0%

2. The CEOs recognize that the required payment of disallowed costs must be made from non-federal funding sources.

L. CEO PARTNERSHIP WITH THE LOCAL WORKFORCE DEVELOPMENT BOARD

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

2. In partnership with the LWDB, the CEOs shall conduct oversight for WIOA Title I programs and the American Job Center (AJC) in the local area. They will ensure the appropriate use and management of the funds provided in the local area, and ensure the appropriate use and management, and investment of funds to maximize performance outcomes.
3. The LWDB, with the approval of the CEOs, shall designate a one-stop operator through a competitive process and may terminate for cause the eligibility of such operators pursuant to WIOA section 107(d)(10).
4. The LWDB shall develop a board budget, with approval from the CEOs. The LWDB shall develop a budget consistent with the local plan for its activities and submit the budget to the CEOs for their approval. The local grant recipient must distribute grant funds as approved by the CEOs, provided that the disbursement does not violate WIOA or any other applicable law.
5. The CEOs shall approve additional one-stop partners as deemed appropriate and necessary to provide quality services.
6. The LWDB, with approval from the CEOs, shall develop and enter into a Memorandum of Understanding (MOU) concerning the operation of the one-stop delivery system in the local area with the One-Stop Partners. The completed MOUs shall be subject to CEO approval and shall be reviewed and approved by the CEOs at scheduled meetings.

M. CONSULTATION WITH IOWA WORKFORCE DEVELOPMENT

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

N. 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 EIWD 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	_____

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.
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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.
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available and the proportional need for services of each county.

C. PROCESS FOR SELECTION OF CLEO AND CEO REQUIREMENTS

1. The CEOs shall select by majority vote from among their members a Chief Lead Elected Official (CLEO) and a Vice-CLEO to be elected annually at the first meeting of each calendar year. The CLEO and Vice-CLEO shall be elected at the first meeting of each calendar year upon the approval of this Agreement and shall serve for a term of one year and may serve multiple terms by a majority vote of the CEOs. An election of the CLEO and Vice-CLEO shall be held annually thereafter.
2. Vice-CLEO. At the request of the CLEO or in the absence of the CLEO, or during his/her inability to act, the Vice CLEO shall assume the powers and duties of the CLEO. The Vice-CLEO shall have such other powers and perform such other duties as may be assigned to him/her by the CEOs.
3. The CLEO will serve as the primary point of contact for the EIWDA and shall be the point of contact for Iowa Workforce Development in the dissemination of information to the EIWDA. The CLEO will serve as the signatory for the group of CEOs. In the absence of the CLEO, the Vice CLEO may sign on behalf of the EIWDA and serve and act as a duly authorized signatory for the EIWDA on all agreements, grants, or any other document requiring a signature and duly approved by the EIWDA, in order to be legally binding. The CLEO will act on behalf of the CEOs and will collaborate with the Vice-CLEO and the LWDB chair on a number of issues and tasks.
4. The CLEO shall preside over each meeting.
5. The CLEO shall provide an agenda prior to each meeting. Any member may request that an item be added to the agenda.
6. The CEOs shall meet on a regular basis virtually to conduct the business required of them under WIOA. These meetings shall be held not less frequently than quarterly.
7. Twelve (12) members or more shall represent a quorum at meetings.
8. Following the last meeting of each calendar year, a letter will be sent to each County Board of Supervisors reporting the CEO's attendance for that calendar year.
9. The CLEO or Vice CLEO will not, for the term as CLEO, serve as the highest-ranking officer on any board or other entity that governs the fiscal agent or a direct service provider.
10. Whenever a potential conflict of interest arises, either directly or indirectly, the CLEO shall act to the benefit of the EIWDA and not his/her own interests. When any such

situation occurs, the CLEO is required to disclose the possible conflict of interest.

D. NOMINATION AND APPOINTMENTS TO THE LWDB

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

1. Each CEO will contact (within their county) appropriate businesses, workforce, or educational entities, including chambers of commerce, labor representatives, and local educational entities, to request nominations for LWDB membership. Those entities contacted will be provided with a description of the roles and responsibilities of the LWDB.
2. A CEO may appoint a member who lives or works in a different county if that appointee meets all the requirements and is approved by the CEO from which the appointment would normally come.
3. The CEOs shall ensure that private sector LWDB members are nominated timely to expedite approval of these nominees by the state.
4. The CEOs shall appoint members to ensure that at all times a majority of LWDB membership (minimum 51%) are business representatives who represent business owners, chief executive officers, and other executives with optimum policymaking or hiring authority and provide employment in in-demand industry sectors or occupations in the Local Area. At least two of the business representatives must represent small businesses as defined by the Small Business Administration. CEOs shall seek business nominations from local business organizations and trade associations.
5. The CEOs shall appoint members to ensure that at all times not less than 20% of the LWDB membership are workforce representatives who represent labor organizations, joint labor-management or union-affiliated registered apprenticeship programs, nominated by labor organizations, by local labor federations, or by other representatives of employees. Other additional positions can be filled by community-based organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of veterans or individuals with disabilities, and representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, and education needs of eligible youth, including out-of-school youth.
6. The CEOs shall appoint members to ensure that at all times there is a representative from adult education and a representative from higher education providing workforce investment activities, including community colleges. Additional positions may include representatives of local educational agencies and community-based organizations with expertise in serving individuals with

barriers to employment

7. When there is more than one local area provider of adult education services or multiple higher education institutions providing workforce activities, nominations will be solicited from those providers and institutions. This requirement provides for a representative selection process for these membership categories.
8. The CEOs shall appoint members to ensure that at all times there is a representative from economic and community development entities, a member from the state employment service under the Wagner-Peyser Act, and a representative from Vocational Rehabilitation. Additional positions may include a member from agencies running transportation, housing, or public assistance programs, or members from philanthropic organizations.
9. CEOs will ensure that overall, members of the LWDB, excluding the Wagner Peyser Act and Vocational Rehabilitation representatives, will be balanced by political affiliation. After applying the exclusions, no more than one-half plus one of the remaining board members will be composed of any one political party.
10. An individual may be appointed as a representative of more than one entity if the individual meets all the criteria for representation, including the criteria described above.
11. The CEOs will aim to maintain balance across the entire local area to ensure equal representation.
12. The CEOs will determine if any additional members shall be appointed beyond those minimally required by WIOA or the state. If any such appointments are made, the 51% business representative membership and 20% labor representative membership requirements shall be maintained.
13. The CLEO has full authority to appoint nominations to the LWDB.
14. Appointments shall be for three-year terms, with one-third of the membership to be appointed each year.
15. When nominating an individual to serve on the LWDB, all nominating organizations will complete and submit the following nomination documentation to the CLEO for member selection and appointment.
 - a. Signed Conflict of Interest Form
 - b. Signed Member Nomination Form
16. Completed appointment documentation for LWDB membership will be submitted to IWD for review, and the appointee will not be appointed to the LWDB until the CLEO has received confirmation from IWD that the appointment has been affirmed.

17. Upon confirmation from IWD, the CLEO will notify each member appointed to the LWDB by letter or electronic means. Notification shall be at least 30 days before the next regularly scheduled meeting.
18. CEOs shall perform an annual assessment of the Board's membership and performance to ensure that the Board is performing adequately and in accordance with the direction and guidance CEOs provide.

E. REAPPOINTMENT OF MEMBERS

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

F. CHANGE IN STATUS

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

- d. Job title
- e. Category of inclusion (business, workforce, education & training, government/economic, community development, other)

G. VACANCIES

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

H. MID-TERM APPOINTMENT

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

I. REMOVAL

1. The CLEO will remove LWDB members in the event that any of the following occurs:
 - a. Documented violation of conflict of interest
 - b. Failure to meet LWDB member representation requirements, as defined in WIOA and in accordance with Local Board Membership Requirements
 - c. Documented proof of fraud and/or abuse
 - d. Intentional violation of the Iowa Open Meetings Act
 - e. Criminal behavior
 - f. Other conduct detrimental to the LWDB
 - g. LWDB members may be removed for other factors outlined in the board bylaws
2. Recommendation for removal will be made on a case-by-case basis, depending on the facts of the situation.
3. The CLEO may appoint an independent entity to investigate the conduct of an LWDB member and report back on the findings.
4. The LWDB may recommend the removal of an LWDB member for the above violations to the CLEO by a vote in open session of no less than two-thirds (2/3) of the LWDB voting members. The reason for the recommendation must be given in the minutes of the meeting.
5. The CEOs of the EIWDA may recommend to the CLEO the removal of a member of the LWDB by a vote in open session of no less than two-thirds (2/3) of its members. The reason for the recommendation must be recorded in the minutes of the meeting.
6. As soon as practical, but not later than five (5) days after a recommendation for

removal, the CLEO must notify the LWDB member and IWD in writing of the decision and reason for removal.

J. DESIGNATION OF LOCAL GRANT RECIPIENT/FISCAL AGENT

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

1. The CEO's process for selecting the Local grant recipient will consist of an in-depth analysis of the qualified organizations to perform the required roles and responsibilities outlined under WIOA. The local grant recipient will be selected by a majority vote of the CEOs. CEOs can base the selection on a variety of factors, including but not limited to cost, the organization's experience, staff availability and qualifications, and past performance for handling federal funds. The CEOs may select the local grant recipient through any means, including appointment as identified under WIOA or any type of procurement option approved by the CEOs.
2. The CEOs expect the local grant recipient to comply with all federal and state rules and regulations pertaining to the responsibilities of the grant recipient as defined under WIOA law, regulations, and State of Iowa policy.
3. The CEO's have designated the Local Workforce Development Board a 501(c)(3) nonprofit to serve as the Local Grant Recipient, and the LWDB is currently performing Fiscal Agent services in-house
4. A local grant recipient operates as a supporting organization to equip the local WDB to fulfill its rightful role by filling the gap that exists between the board's vision and executing strategy. In its role, the local grant recipient provides an administrative structure either in-house or by contracting out certain services to support the work of the board. The entity serving as the local grant recipient has several duties, both programmatic and fiscal in nature. They include, but are not limited to, the following:
 - a. Human resources management
 - b. Information technology support
 - c. Grant management
 - d. Fiscal and accounting operations
 - e. Executing contracts
 - f. Monitoring service providers and one-stop operators
 - g. Procuring services and contracts at the direction of the WDB.
 - h. Managing performance measures
 - i. Programmatic decision making

- j. Adherence to program requirements
- k. Fulfilling fiscal responsibilities, either directly or through a contracted fiscal agent. These responsibilities include:
 - i. Receive Funds
 - ii. Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with the Office of Management and Budget circulars, the Workforce Innovation and Opportunity Act, and the corresponding Federal Regulations and State policies
 - iii. Respond to audit financial findings
 - iv. Maintain proper accounting records and adequate documentation
 - v. Prepare financial reports
 - vi. Provide technical assistance to subrecipients regarding fiscal issues
 - vii. At the direction of the LWDB, the fiscal agent may also:
 - Procure contracts or obtain written agreements
 - Conduct financial monitoring on service providers and
 - Ensure independent audit of all employment and training programs

- 5. To fulfill our oversight responsibilities under WIOA, the CEOs shall receive from its designated local grant recipient the following information for review prior to each meeting:
 - a. Reports and other documents that summarize the current financial conditions of all WIOA grants awarded to EIWDA, including income, expenditures, fund balances, comparison to approved budget, and other financial metrics the CEOs may identify in conjunction with the execution of their responsibilities under this Agreement.
 - b. Reports and other documents that summarize known compliance issues or concerns, along with an explanation of any out-of-compliance notices received for any program for which the CEOs retain ultimate financial liability.

K. MISSPENT FUNDS OR DISALLOWED COSTS

- 1. The CEOs recognize that appointing a Local Grant Recipient does not absolve CEOs of their collective liability for misspent WIOA funds. In the event WIOA expenditures are disallowed and CEOs are unsuccessful at obtaining repayment from the responsible entity, each county shall be responsible for a portion of any such liability. The apportionment will be divided proportionally between the twenty-two (22) counties of the Eastern Iowa Workforce Area based upon the population of each member county at the time the funds were misused or misspent, based on Labor Market Information (LMI) reports from Iowa Workforce Development. As of the date of this agreement, the proportionate share of each county is as follows:

County	Population	% of Total
Jackson	19,334	3.2%
Clinton	45,964	7.6%

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

2. The CEOs recognize that the required payment of disallowed costs must be made from non-federal funding sources.

L. CEO PARTNERSHIP WITH THE LOCAL WORKFORCE DEVELOPMENT BOARD

1. The CEOs and LWDB shall develop and submit a local plan to IWD that meets local workforce development needs and the requirements of WIOA. The completed local plan shall be approved by CEOs at a scheduled CEO meeting. The CEOs and LWDB must be in agreement on the local plan before the plan can be submitted to IWD. The local plan must be consistent with the state plan.
2. In partnership with the LWDB, the CEOs shall conduct oversight for WIOA Title I programs and the American Job Center (AJC) in the local area. They will ensure the appropriate use and management of the funds provided in the local area, and ensure the appropriate use and management, and investment of funds to maximize performance outcomes.
3. The LWDB, with the approval of the CEOs, shall designate a one-stop operator through a competitive process and may terminate for cause the eligibility of such operators pursuant to WIOA section 107(d)(10).
4. The LWDB shall develop a board budget, with approval from the CEOs. The

LWDB shall develop a budget consistent with the local plan for its activities and submit the budget to the CEOs for their approval. The local grant recipient must distribute grant funds as approved by the CEOs, provided that the disbursement does not violate WIOA or any other applicable law.

5. The CEOs shall approve additional one-stop partners as deemed appropriate and necessary to provide quality services.
6. The LWDB, with approval from the CEOs, shall develop and enter into a Memorandum of Understanding (MOU) concerning the operation of the one-stop delivery system in the local area with the One-Stop Partners. The completed MOUs shall be subject to CEO approval and shall be reviewed and approved by the CEOs at scheduled meetings.

M. CONSULTATION WITH IOWA WORKFORCE DEVELOPMENT

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

N. CEO DISPUTES

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

O. AMENDMENTS

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

P. SELECTION OF NEW CLEO

When a new CLEO is selected in accordance with the CEO Agreement, the newly

Commented [MS2]: Insert Withdrawal section:

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.

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.

Commented [MS3]: Change Amendment Section to state:

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.

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	_____

DES MOINES COUNTY
BOARD OF SUPERVISORS
RESOLUTION #2025-059

WHEREAS Section 354.8 of the Code of Iowa states that a governing body shall certify by resolution the approval of a subdivision plat, and,

WHEREAS the Preliminary Plat for **Memorial Meadows Subdivision** has been reviewed for conformance to all applicable County standards by the Des Moines County Zoning Commission.

NOW THEREFORE, BE IT RESOLVED: That the Board of Supervisors hereby approves the Preliminary Plat of **Memorial Meadows Subdivision**, and the Board hereby authorizes the subdivider to proceed with preparation of the Final Plat. with the following condition:

- The subdivider shall provide a draft copy of the roadway maintenance agreement for this subdivision prior to the approval of the Final Plat. This shall specify the future maintenance responsibilities for the private roadway infrastructure.

Approved and adopted this 2nd day of December, 2025.

DES MOINES COUNTY BOARD OF SUPERVISORS

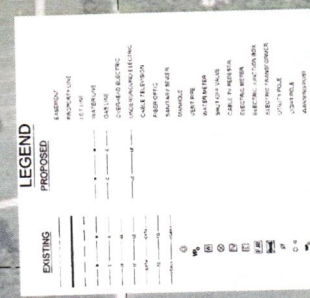
Tom L. Broeker, Chair

Jim Cary, Vice Chair

Shane McCampbell, Member

ATTEST:

Sara Doty, County Auditor

[illegible]

PLAT DEVELOPMENT AND REVIEW OF PLAT

SURVIVOR KLEINER & ASSOCIATES, P.C. 2510 DIVISION STREET BURLINGTON, IOWA 52601 TEL. 319-252-3786	DES MONIES COUNTY ASSESSOR 513 NORTH MAIN STREET BURLINGTON, IOWA 52601 TEL. 319-733-8224
DEPARTMENT OF ENGINEERING DIVISION STREET BURLINGTON, IOWA 52601 TEL. 733-8174	BY
DEPARTMENT OF DEVELOPMENT CITY ENGINEER CITY HALL BURLINGTON, IOWA 52601 TEL. 733-7131	DES MONIES COUNTY SECONDARY EDUCATION DISTRICT 13522 WASHINGTON ROAD BURLINGTON, IOWA 52601 TEL. 319-733-8241
DES MONIES COUNTY PUBLIC HEALTH CITY HALL BURLINGTON, IOWA 52601 TEL. 733-8200	BY
POLICE BURLINGTON POLICE DEPARTMENT 201 JEFFERSON STREET BURLINGTON, IOWA 52601 TEL. 733-8906	DES MONIES COUNTY ROAD 513 NORTH MAIN STREET BURLINGTON, IOWA 52601
BY	BY
PLANNING BURLINGTON PLANNING DEPARTMENT 418 VALLEY STREET BURLINGTON, IOWA 52601 TEL. 733-8906	DES MONIES COUNTY ZONING COMMISSION CITY HALL WEST BURLINGTON, IOWA 52605 TEL. 319-733-8107
BY	BY
PLANNING BURLINGTON PLANNING DEPARTMENT 418 VALLEY STREET BURLINGTON, IOWA 52601 TEL. 733-8906	DES MONIES COUNTY 1911 & GS COORDINATOR CITY HALL BURLINGTON, IOWA 52601 TEL. 319-733-8756
BY	BY
PLANNING BURLINGTON PLANNING DEPARTMENT 418 VALLEY STREET BURLINGTON, IOWA 52601 TEL. 733-8906	DES MONIES COUNTY AUDITOR CITY HALL BURLINGTON, IOWA 52601 TEL. 319-733-8932
BY	BY

1. MINIMUM BUILDING SETBACK (FOR ANY STRUCTURE):
 SIDE YARD = 30' (MEASURED FROM THE RIGHT-OF-WAY LINE)
 REAR YARD = 15' (MEASURED FROM THE SIDE LOT LINE)
 FOR ANY LOT WITH A FRONT YARD, THE MINIMUM SETBACK FOR
 ANY LOT WITH A FRONT YARD FACING THE RIGHT-OF-WAY LINE SHALL BE 3.0 FT.
2. THE SIDE YARD OR YARD FACING THE RIGHT-OF-WAY LINE OF THE DOWA
 ROAD WALKER TRAFFIC ROAD, DES MOINES COUNTY TO SECTION 07.07.1 OF THE DOWA
 ROAD WALKER TRAFFIC ROAD, DES MOINES COUNTY, IS NOT INVOLVED IN THE MAINTENANCE OF
 THIS PRIVATE RIGHT-OF-WAY AND IS FURTHER HEDGED HARMLESS FOR ANY COSTS IN THE MAINTENANCE OF
 THIS PRIVATE RIGHT-OF-WAY AND IS FURTHER HEDGED HARMLESS FOR ANY DAMAGES SUSTAINED PERTAINING TO SAID
 ROAD SYSTEM ON RIGHT-OF-WAY.
3. ALL UTILITY EASEMENTS SHALL CONSIST OF ALL PLATTED ROADWAYS, A 25-FOOT WIDE STRIP ALONG ALL
 EXISTING UTILITY LINES, A 15-FOOT WIDE STRIP ALONG THE OUTER BOUNDARY OF THE SUBDIVISION,
 AND A 15-FOOT WIDE STRIP SURROUNDING ANY AND ALL EXISTING UTILITY LINES AND INTERIOR LOT
 LINES WITHIN THE SUBDIVISION. COMPRISED OF 7.5 FEET ON EITHER SIDE.

[illegible]

November 25, 2025

The Des Moines County Board of Supervisors met in a regular session at the Court House in Burlington at 9:00 AM on Wednesday, November 25, 2025, with Chair Jim Cary and Vice-Chair Shane McCampbell present. This meeting was also held electronically via Webex and YouTube live streaming. Public input was available through board email or call in.

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

Meeting with Department Heads: County Auditor Sara Doty stated she and Cheryl McVey attended a conference in Des Moines last week. Her office is busy. Maintenance Director Rodney Bliesener gave a big congratulations to Jack Brissey for his 30 years of service with the county. IT Director Brandon Mehmert reported his office is busy. Sheriff Kevin Glendening stated there are several events coming up for the holidays that the Sheriff's Department will take part in. Toys for Tots will be at Hy-Vee on Agency St. on December 5th from 12:00 PM – 7:00 PM and December 6th from 7:00 AM – 12:00 PM. He is busy working on budget. County Treasurer Janelle Nalley-Londquist reported she has an agenda item. Secondary Roads Office Manager Becky Purchase reported her office is busy. Assistant County Attorney Trent Henkelvig reported that him, and a few other attorneys attended a fall conference last week in Des Moines. With it being a short week this week for the holiday, they are working through getting things done. Emergency Management Director Shannon Prado reported the CERT team is being disbanded at the end of this year. There will be a CERT farewell party at the Cornerstone Event Center on December 2nd at 6:00 PM. Public Health Director Christa Poggemiller reported she is busy working on preapprovals for grants and budget items for the upcoming fiscal year. Her office received a new shipment of Covid vaccines today. Conservation Director Chris Lee reported he has a Conservation Board meeting next week and his department is keeping busy. Veterans Affairs Director Brooke Marland reported they hold a coffee and conversation for Veterans on the 2nd Wednesday of every month at Wake-N-Bake at 9:00 AM. Land Use Administrator Zach James reported his office is busy.

Approval of Payroll Reimbursement Claims in the amount of \$1,630.56 were presented. McCampbell made a motion to approve and was seconded by Cary.

Approval of Appointment of Julie Solinski to the Conservation Board was presented. McCampbell made a motion to approve and was seconded by Cary.

Approval of Agreement with Eastern Iowa Workforce Development Area was presented. McCampbell spoke on this and made a motion for approval and was seconded by Cary.

Approval of the requested use of county parking lots was presented. Cary stated our ICAP policy covers this and he just asks for respect for our customers during business hours. Cary motioned to approve and was seconded by McCampbell.

Approval of Personnel Actions was presented. Correctional Center – Kathryn Miller, PT Cook, New Hire \$16.80 hourly effective 11/29; Addison Clayton, Full Time Correctional Officer, New Hire, \$50,072.77 yearly effective 12/1. McCampbell made a motion to approve both and was seconded by Cary. Treasurer – Alanna Capps, Clerk II MV Dept, unpaid time of 5.21 hours. McCampbell made a motion to approve and was seconded by Cary.

McCampbell motioned to approve November 18th, 2025, regular meeting minutes and was seconded by Cary.

During public input, Tracey Lamb had questions for Assistant County Attorney Trent Henkelvig on his statement during Department Head meetings. Jeff Fischer, New London, presented the Board with a map of his property and discussed his concern with the Wind Ordinance. Charles Tonkinson, Yarmouth, also expressed his concern to the Board on the Wind Turbines. Betty Young, Mediapolis, had a safety concern where semis are turning onto Iowa City Road. Secondary Roads Office Manager Becky Purchase stated she would discuss this with County Engineer Brian Carter. Don Roelfs, Mediapolis, spoke to the Board about USG and the Wind Turbines as well.

The meeting was adjourned at 9:42 A.M.

This Board meeting is recorded. The meeting minutes and audio are posted on the county's website
www.dmcountry.com

Jim Cary, Chair

Attest: Sara Doty, County Auditor