

**CHICKASAW COUNTY**  
**July 19<sup>th</sup>, 2021**

The Board convened on Monday, July 19<sup>th</sup>, 2021, at 9:00 AM with all members present Byrne, Zoll, Holthaus, Kuhn, and Hackman in the Boardroom located on the second floor of the Courthouse, New Hampton, Iowa. The meeting was called to order by Chairperson Holthaus. Present was Auditor Stephanie Mashek, Jeff Bernatz, and Terry Johnson.

Motion by Kuhn, Second by Zoll to approve the agenda for July 19<sup>th</sup>, 2021. Roll Call: All Ayes. Motion Carried.

Motion by Byrne, Second by Hackman to approve the board minutes from July 12, 2021. Roll Call: All Ayes. Motion Carried.

Dave Gorman present at 9:05 AM.

9:05 AM Public Comment- Holthaus made a comment about Hackman being present at the courthouse on Sunday. Hackman responded by saying he was in the courthouse checking his mailbox and prepping for Monday's board meeting as he was on vacation. Holthaus made a comment about Hackman overstepping by telling department head, Dave Gorman, to mow the lawn at the Community Services building.

9:13 AM Dave Gorman said the AC units should be installed and completed at the jail building on Tuesday July 20<sup>th</sup>, 2021. Gorman received one quote for mowing lawn at the LEMC building and the Community Services building. Gorman said he will work with Jeff Bernatz to provide a list of county owned property being stored at the LEMC building and on the third floor of the courthouse.

Martin Hemann present at 9:20 AM.

Motion by Hackman, Second by Kuhn to approve the ICACMP annual dues for FY2022 in the amount of \$6,440.00 per the recommendation of county Attorney, Jennifer Schwickerath. Roll Call: All Ayes. Motion Carried.

9:30 AM Martin Hemann discussed the addendum for the law enforcement contract with the city of Nashua. The rate of \$56.41 per hour is imposed on the contract.

Motion by Kuhn, Second by Zoll to approve the addendum and authorize chairperson's signature for the Law Enforcement contract with the City of Nashua expiring on June 30, 2022. Roll Call: Ayes- Kuhn, Zoll, Hackman, Byrne, and Holthaus. Motion Carried.

Gorman left at 9:25 AM.

Mike Kennedy present at 9:35 AM.

Discussed the Northeast Iowa Response Group invoice in the amount of \$6,219.50. No action taken.

Discussed the Chickasaw County Ambulance Council invoice in the amount of \$21,750.00 for first quarter of 2021. No action taken.

Kennedy left at 9:45 AM.

Hemann left at 9:46 AM.

Discussed the 28E Agreement with Helping Services for Youth and Families. No action taken. Will be discussed at the board meeting on August 2<sup>nd</sup>, 2021 with Carson Egglund from Helping Services for Youth and Families.

Lisa Welter present at 9:52 AM.

Sue Breitbach present at 10:00 AM.

10:00 AM Sue Breitbach presented the semi-annual report from the Treasurer's office. Discussed the ARPA funds which is being held in a separate account for tracking purposes per our private auditors. Discussion on the balance on debt service and questioned if an additional principal payment should be made. It was recommended by Breitbach to wait another year and revisit the debt service balance.

Motion by Hackman, Second by Byrne to approve the semi-annual Treasurer's report. Roll Call: All Ayes. Motion Carried.

Breitbach left at 10:10 AM.

10:10 AM Lisa Welter provided a department update. Nursing visits 212 and homemakers did 322 visits. Board of Health approved to hire part-time homecare aid, Jennifer Harms. Public Health used \$92,234.15 (net) of tax payer money for fiscal

year 2020-2021. Revenues were higher than anticipated to help offset the cost of doing business. 1,249 COVID cases in Chickasaw County and no current active cases. Individuals can receive saliva tests for COVID from Public Health, the public can contact Public Health to arrange to pick up the test. Environmental Health did 13 well inspections, 12 water testing, and processed 29 septic permits for June.

Motion by Hackman, Second by Zoll to acknowledge the new hire, Jennifer Harms, to Public Health as a part-time Homecare aid with a start date of July 9<sup>th</sup>, 2021 at the rate of \$12.54 per hour. Roll Call: All Ayes. Motion Carried.

Dusty Rolando present at 10:28 AM.

Consensus of the board is to allow Welter to have a key for the DHS office.

Welter left at 10:35 AM.

10:37 AM Jeff Bernatz provided a radio communication tower project update. Wess will be delivering all the mobiles to all fire departments this week. The EMA pickup will be turned in to Vern Laures for removal of the decals. Discussion on radios for secondary roads shop and equipment. Dual band radios from Wess has not been received. Discussed the insurance line items for the radio equipment that is currently in storage. Bernatz has been working with the county attorney on obtaining an agreement between Chickasaw County and Northeast Iowa Ambulance Service. This agreement has been sent to the ambulance service owner for review.

Sue Breitbach and Shirley Troyna present at 10:58 AM.

Discussed RFP's for health insurance providers for Chickasaw County employees. Byrne will contact Denise Ballard, from IGHCP, to come visit with the board regarding the current health insurance policy. Discussion on cost for county and the cost to county employees. No action taken.

Motion by Hackman, Second by Byrne to approve the fourth quarter report for the Recorder's office. Roll Call: All Ayes. Motion Carried.

Motion by Kuhn, Second by Zoll to approve the annual reports from the Auditor, Sheriff, and Recorder. Roll Call: All Ayes. Motion Carried.

Discussed the county farm rental property lease agreement expiring in February 28, 2022.

Breitbach and Troyna left at 11:24 AM.

Motion by Hackman, Second by Kuhn to publish the County Farm Rental Property for cash rent for a three-year lease term with the Fredericksburg Review, Nashua Reporter, and New Hampton Tribune due by August 27<sup>th</sup>, 2021 by 4:30 PM at the Auditor's office. Roll Call: All Ayes. Motion Carried.

Bernatz left at 11:46 AM.

Chairperson recessed at 11:47 AM.

Jennifer Schwickerath present at 11:54 AM.

Board reconvened at 11:56 AM with all board members present Byrne, Zoll, Holthaus, Kuhn, and Hackman in the Boardroom located on the second floor of the Courthouse, New Hampton, Iowa. Also present were Auditor Stephanie Mashek, Jennifer Schwickerath and Terry Johnson.

Continued discussion on the lease verbiage for the County Farm Rental Property. Discussed the need of notice of termination since the verbiage is already in the current lease agreement.

Motion by Hackman, Second by Byrne to direct the county Attorney to assist with the termination of lease agreement with Matthew Holschlag for the County Farm Rental Property. Roll Call: All Ayes. Motion Carried.

Motion by Hackman, Second by Zoll to direct the county Attorney with the termination of lease agreement with Lonnie Slick for the Gilmore-Wapsie rental property. Roll Call: All Ayes. Motion Carried.

Motion by Hackman, Second by Zoll to approve Resolution 07-19-21-38 between the Northeast Iowa Community Action Corporation and Chickasaw County. Roll Call: Ayes- Hackman, Zoll, Kuhn, Byrne, and Holthaus. Motion Carried. **RESOLUTION 07-19-21-38 28E AGREEMENT FOR FUNDING FOR SERVICES BETWEEN NORTHEAST IOWA COMMUNITY ACTION CORPORATION AND CHICKASAW COUNTY, IOWA. THIS AGREEMENT (hereinafter " Agreement ") is made and entered into pursuant to Iowa Code Chapter 28E, to be effective on the date herein provided, by and between Chickasaw County, Iowa organized**

and existing under the laws of the State of Iowa (hereinafter "County") and Northeast Iowa Community Action Corporation, an Iowa non-profit corporation (hereinafter "Agency") (collectively referred to herein as the "Parties"). This Agreement shall not create a separate entity. WHEREAS the Agency is a private agency as defined in Iowa Code Section 28E.2, and is a nonprofit corporation duly formed and existing pursuant to the laws of the State of Iowa; and WHEREAS the County is a political subdivision duly formed and existing pursuant to the laws of the State of Iowa and is a public agency as defined in Iowa Code Chapter 28E; and WHEREAS Iowa Code Chapter 28E authorizes public agencies to enter into agreements for joint or cooperative action with public or private entities; and WHEREAS Agency and the County have determined it to be in the best interest of the respective Parties to enter into a 28E Agreement to coordinate efforts to serve low-income individuals and families in Chickasaw County, Iowa; and, WHEREAS the Parties believe it is in their best interest to enter into a written agreement setting forth their respective rights and obligations with regard to this Agreement. NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, and upon the following terms and conditions, Agency and the County agree as follows: Purpose. The purpose of this Agreement shall be to provide for the joint exercise of the respective powers of the parties hereto in connection with supporting the health and welfare of low-income individuals and families by providing appropriate services pursuant to the provisions of Chapter 28E of the Code of Iowa. 1. Administration. No separate legal or administrative entity or joint board will be established by this Agreement. The Chickasaw County Auditor and the Director of the Agency will be designated as the administrators of the Agreement for the purpose of Iowa Code Section 28E.6. No joint budget will be established or maintained for the purpose of carrying out the terms of this Agreement. 2. Duration. This Agreement shall be for a one-year term with an effective commencement date of July 1, 2021, and shall automatically renew for a one (1) year period under the same terms and conditions unless otherwise terminated as forth below in Paragraph 7. 3. Goals Of Funding. The goal of this joint action between the County and Agency shall be to serve low-income individuals and families in County through programs and services including: Early Childhood Programs, Family Support Services, Food Pantry Distribution, Stable and Affordable Housing, Budget Counseling, Public Transportation, Pregnancy Prevention and Health Education, Low Income Home Energy Assistance, Weatherization and Crisis/Financial Assistance. 4. Funding. The Agency shall in consideration of receiving an annual payment from County in an amount determined annually by County, provides direct services in the form of programs identified in paragraph 4, above, that impact the health and welfare of County residents. Funding provided by County will be used for: A portion of Family Services Outreach staffing, administrative and indirect costs in County. Services include providing crisis assistance to address critical needs such as preventing utility shutoffs and housing evictions. Local match requirements for NEICAC programs serving residents of County. Support for additional funding needs of NEICAC programs serving residents of County. Expenditures will be tracked and be reported to County at its request. Agency will reimburse County for any funds paid to Agency that the Agency cannot document as having been used for the purposes described in this Agreement. Agency shall be audited annually by an independent auditor to include review of public purpose requirements. 1. Supervision. It is agreed that the policies and activities of the Agency shall be determined and overseen by the Board of Directors of the Agency. 2. Termination. This Agreement shall continue automatically for one (1) year, commencing from its effective date under the same terms and conditions unless the terms are modified in writing by the joint action of the parties or by written notice of termination provided by one party to the other thirty (30) days prior to the expiration of anyone (1) year term. This Agreement may also be terminated by either party upon the breach of any provisions of this Agreement by the other party. This Agreement shall remain in full force and effect to the end of the specified term or until terminated or cancelled pursuant to this Agreement. 3. Compliance. Each party agrees that it will comply with all Federal, State and Local laws and regulations applicable to its performance under this Agreement. 4. Status of the parties. It is expressly understood and agreed by the parties that nothing contained in this Agreement will be construed to create a partnership, association or other affiliation or like relationship between the parties, being specifically agreed that their relation is and will remain that of independent parties to a cooperative contractual relationship. In no event will either party be liable for the debts or obligations of the other party. 5. Notices. All notices and other communications to be given under this Agreement will be deemed given when either personally delivered or mailed by first class mail, postage prepaid, with proper address to the following addresses until otherwise notified: To the Agency: Northeast Iowa Community Action Corporation Attn: Executive Director 305 Montgomery St. Decorah, IA 52101. To the County: Chickasaw County Board of Supervisors PO Box 311 New Hampton, IA 50659 1. Construction. This Agreement shall be construed so as to comply with the requirements of the laws of the State of Iowa. The provisions of this Agreement and all paragraphs and sections under it are to be construed with a view to affect its objects and to promote the intent of the parties who have fixed their signatures herein. 2. Forum/Law. The Parties consent to the jurisdiction of the Iowa District Court in and for Chickasaw County for all matters relating to this Agreement and agree that this Agreement will be governed by the laws of the State of Iowa. 1. Severability. If any provision of this Agreement is held illegal or invalid, the illegality or invalidity of such provision will not

affect any of the remaining provisions and this Agreement will be construed and enforced as if such illegal or invalid provision had not been contained herein. 2. Waiver. The failure of either of the parties to enforce any right or provision under this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. In addition, no waiver of a party's right or remedy will affect the other provisions of this Agreement. 3. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither party will be liable to the other for failure to comply with any obligation under this Agreement if such party is prevented from doing so by reason of events beyond the reasonable control of the party. 4. Assignment. Neither party may assign any right or obligation under this Agreement, in whole or in part, without the other party's prior written consent. This Agreement will be binding upon and will insure to the benefit of the parties and their respective successors and permitted assignees. 5. No Third-Party Beneficiaries. This Agreement is entered into by and between the parties hereto for their benefit. There is no intent by any party to create, imply, or establish a third-party beneficiary or status or rights in any person except as expressly set forth in this Agreement, and no such third party will have any right to enforce any benefit created or established under this Agreement. 6. Method Of Approval. The parties hereto shall approve this Agreement by resolution, which respective resolutions shall authorize the representative of the Agency Board of Directors and the Chickasaw County Board of Supervisors to execute this Agreement. 7. Entire Agreement. With the exception of 28E for general relief services, this Agreement supersedes all previous agreements, amendments, arrangements, and understandings between the parties with respect to the subject matter hereof and constitutes the entire agreement between the parties. 8. Amendments. This Agreement may be amended by a written instrument approved and executed by the Agency and the County and filed with the Iowa Secretary of State in accordance with Iowa Code Section 28E.8. 9. Agreement - Filing. When this Agreement has been approved by the parties hereto, it shall be filed with the Secretary of State of the State of Iowa in accordance with the provisions of the Iowa Code Section 28E.8. 10. Agreement - Effective Date. This Agreement shall be effective from, on and after the date which this Agreement is recorded and filed as herein provided. IN WITNESS WHEREOF, this Agreement has been approved by appropriate action and duly executed by the parties on the dates written below. DATED by Agency this 19th day of July 2021. CHICKASAW COUNTY BOARD OF SUPERVISORS: /ss/ Richard Holthaus, Chairman of the Board of Supervisors. ATTEST: /ss/ Stephanie Mashek, Chickasaw County Auditor.

Schwickerath left at 12:21 PM.

Motion by Hackman, Second by Kuhn to enter into the HR Green contract for post closure assistance of the Chickasaw County Landfill for FY2021-2022. Roll Call: All Ayes. Motion Carried.

Motion by Hackman, Second by Byrne to approve the timeline for Budget Amendment for FY 2021-2022 to publish in the New Hampton Tribune and Nashua Reporter with a public hearing date set for August 9<sup>th</sup>, 2021 at 9:15 AM at the board room located on the second floor of the courthouse. Roll Call: Ayes- Hackman, Byrne, Kuhn, Zoll, and Holthaus. Motion Carried.

#### Committee Assignment Updates

Zoll was at the FMC landfill on July 12<sup>th</sup>, 2021 for claims. Attended the FMC landfill meeting on July 13<sup>th</sup>, 2021.

Byrne attended the Juvenile Detention meeting on July 16<sup>th</sup>, 2021.

Kuhn attended the INRCOGG meeting on July 15<sup>th</sup>, 2021.

Motion by Hackman, Second by Byrne to approve claims in the amount of \$3,642.23. Roll Call: All Ayes. Motion Carried.

Motion by Hackman, Second by Zoll to approve claims in the amount of \$12,984.17. Roll Call: All Ayes. Motion Carried.

Motion by Kuhn, Second by Byrne to approve claims in the amount of \$1,611,290.14. Roll Call: All Ayes. Motion Carried.

Motion by Hackman, Second by Byrne to approve a claim in the amount of \$153,693.37 for road rock. Roll Call: All Ayes. Motion Carried.

Received and filed in the Auditor's Office MMP Short Form for Annual Updates for Buck Grove, LLC (ID # 67901) located at 1090 Stevens Ave. Lawler, IA 52154

Received and filed in the Auditor's Office MMP Short Form for Annual Updates for 4 Oaks, LLC (ID # 59728) located at 180<sup>th</sup> Street Lawler, IA 52154

Motion by Hackman, Second by Byrne to adjourn at 1:26 PM. Roll Call: All Ayes. Motion Carried.

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Richard Holthaus, Chairperson

Board of Supervisor

ATTEST:

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Stephanie Mashek, Secretary of the Board