

OFFICE OF THE

Appanoose County Auditor

KELLY HOWARD

COURTHOUSE
201 N. 12th St., Rm 11
CENTERVILLE, IOWA 52544

Phone (641) 856-6191
Fax (641) 856-8023
khoward@appanoosecounty.net

Meeting Agenda
June 15, 2020

The Appanoose County Board of Supervisors will meet Monday, June 15, 2020 at 9:00 A.M. in the Boardroom of the Courthouse. Items on the agenda include:

1. Pledge
2. Declaration of items to be added to the agenda
3. Approve minutes of the June 1, 2020 meeting
4. Approve reports: 6/12 payroll
5. Approve bills
6. Approve GIS Data Request: Fox Engineering
7. Approve FY21 Salary Certifications
8. Approve Resolution #2020-16 FY21 Appropriations
9. Approve Cost Advisory Services Contract
10. Approve FY21 Solutions Contract
11. Approve Resolution #2020-17: Secondary Roads Operating Transfer \$161,071.50
12. Approve Resolution #2020-18: Set Public Hearing Tax Sale #10469 (JS Elgin's 1st Lot 17, Block 6)
13. Accept Conservation Director Resignation Letter
14. 9:15 A.M. Public Hearing for ZOMA 0615-01: Residential to Commercial Campground
15. Approve Ordinance Number ZOMA 0615-01
16. 9:20 A.M. Public Hearing for ZOMA 0615-02: Ag to Residential
17. Approve Ordinance Number ZOMA 0615-02
18. Approve Courthouse Reopening Date
19. FYI- Primary Candidate Nomination Listing & Post-Election Audit Results
20. County Engineer Report
21. Public Comments
22. Adjourn

The Boardroom will be limited to 10 in attendance. The public can call in at (978) 990-5000. Access Code 777593.

Posted 6/10/2020

June 1, 2020

Appanoose County Board of Supervisors met in regular session June 1, 2020 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Mark Waits, Chairman, Neal Smith and Linda Demry, Boardmembers. Absent: none.

Meeting started with the Pledge.

Smith motioned to approve the agenda. Seconded by Demry. All voted aye.

Demry motioned to approve the minutes from the May 18, 2020 meeting. Seconded by Smith.

All voted aye.

Smith motioned to approve 5/29 payroll. Seconded by Demry. All voted aye.

Demry motioned approve the bills. Seconded by Smith. All voted aye.

Iowegian	Official Pub.& Legal Not.	771.79
Alliant	Engineering Services	519.15
Allied 100	Off. Equip Repair & Maint	912.60
App Co Pub Hlth	Off. Supplies & Forms	152.10
Sec Rds	Fuels	1255.91
Bailey Off	Off. Supplies & Forms	590.20
Banleaco	Off. Equip Repair & Maint	309.21
D Barnthouse	Building Repair & Maintce	150.00
Daniel Bennett	Mileage & Transp. Expense	770.00
C Blozovich	Rent Payments	450.00
Bratz Oil	Mileage & Transp. Expense	63.70
C-D Supply	Off. Supplies & Forms	450.45
Cantera Aggregates	Engineering Services	16750.12
Capital Sanitary Supply	Custodial Supplies	145.18
Casey's Business MC	Transportation	48.43
CDW Government	Off. Supplies & Forms	1038.24
Centec	Care of Soldiers Graves	1473.87
Cville Iron	Engineering Services	10.73
Cville Wtrwks	Water & Sewer	193.92
Central IA Det	Juvenile Detention & Shel	82.50
Centurylink	E911 Telephone Expense	250.22
City Cville	Salary-Regular Employees	6445.84
Ted Clark Plumbing	Jail Equip. & Furniture	145.00
DataSpec Inc	Off. Supplies & Forms	449.00
Kari Diggins	Legal Serv. Dep-Subp-Tran	166.50
Election Source	Election Supplies	705.14
Fareway	Food & Provisions	40.00
Fogle TV	Election Supplies	273.27
Forbes Office Solutions	Off. Supplies & Forms	77.44
PJ Greufe	Health Insurance	1500.00
Housby Mack	Engineering Services	898.43
Kelly Howard	Election Supplies	27.40
Hy-Vee	Food Preparation Service	3353.00
Inland Truck Parts	Engineering Services	179.82
ICRA	Dues & Memberships	200.00
IA State Bar Assoc	Dues & Memberships	300.00
IA ME	Medical & Health Services	332.37
Lacal Equip	Engineering Services	3102.90
R Lamb	Medical & Health Services	250.00
Lange FH	Funeral Services	900.00
K Laurson	Office Equip. & Furniture	116.00
Mail Serv	Vehicle Renewal Notices	419.05
MARC	Engineering Services	201.69

Metal Culverts	Bridge & Culvert Maint.	5219.78
Midwest Wheel	Engineering Services	364.49
Morris Concrete	Engineering Services	6448.91
Natel	Telephone & Telegr.Serv.	1029.70
L Ohrt	Building Repair & Maintce	887.84
Poweshiek Aud	Medical & Health Services	687.50
Quill	Dues & Memberships	69.99
RACOM	Off. Equip Repair & Maint	1560.00
Ray O'Herron	Uniforms	666.00
Reserve Acct	Postage & Mailing	5000.00
Seymour Tire	Engineering Services	33.50
SNAP-ON TOOLS BRANDON WARNER	Engineering Services	281.95
Solutions	Computer & Microfilm Supp	157.50
So Central Behavioral Hlth	Disb between MHDS Reg & c	217617.75
D Sturms	Mileage & Transp. Expense	272.95
US Bank	Election Supplies	129.04
US Cellular	Telephone & Telegr.Serv.	579.66
USPS	Postage & Mailing	275.00
Walmart	Off. Supplies & Forms	29.02
J Willier	Legal & Ct-Related Serv.	114.00
Windstream	E911 Telephone Expense	436.90
Grand Total		288332.65

Demry motioned to approve the South Central Iowa Workforce Area Chief Elected Official Shared Liability Agreement. Seconded by Smith. All voted aye.

Demry motioned to appoint Kathy Sherrard to the Tourism/Hotel-Motel Tax Commission. Seconded by Smith. All voted aye.

Demry motioned to set the public hearing for ZOMA 0615-01: Residential to Commercial Campground for June 15, 2020 at 9:15 A.M. Seconded by Smith. All voted aye.

Demry motioned to set the public hearing for ZOMA 0615-02: Ag to Residential for June 15, 2020 at 9:20 A.M. Seconded by Smith. All voted aye.

Smith motioned to void outstanding Treasurer check #7897 (\$22.00) and Auditor warrants #23154 (\$300), #25605 (\$500), #27119 (\$20), and #27383 (\$20). Seconded by Demry. All voted aye.

Demry motioned to approve the resignation letter from Paula Gray from the Recorder's Office effective May 15, 2020. Seconded by Smith. All voted aye.

FYI- MMP for DeerView was submitted.

Smith motioned to approve Resolution #2020-15. Seconded by Demry. All voted aye.

RESOLUTION #2020-15

A RESOLUTION AMENDING THE SOUTH CENTRAL BHAVIORAL HEALTH REGION 28E AGREEMENT WHEREAS, Appanoose County is a member of the South Central Behavioral Health Region created by a 28E Agreement and,

WHEREAS, the SCBHR is governed by the governing board and,

WHEREAS, the governing board has determined that the 28E Agreement needs to be amended and,

WHEREAS, the governing board has amended the 28E sections as followed highlighted in yellow.

*4.2 Director Vacancies – Added

b.) All Other Directors. If a vacancy occurs during the term of a Director appointed pursuant to Iowa Code section 331.390 (2)(b), (d), (e), (f), or (g) due to death, resignation or removal of such Director, the vacancy shall be filled within thirty (30) calendar days of its occurrence by the committee having the right of appointment for the remainder of the unexpired term.

c.) Abandonment of Office: If a Director appointed pursuant to Iowa Code Section 331.390 (2)(b), (d), (e), (f), or (g), is absent from three (3) consecutive meetings or more, the committee having the right of

appointment may by majority vote remove such Director and the vacancy shall be filled pursuant to subsection b for the remainder of the unexpired term.

***4.3 Voting Procedures for Governing Board-Language change**

b.) Voting directors shall consist of all County-Appointed and Regular Directors. Except as provided in subsection d, each County-Appointed and Regular Director shall have one (1) vote. Nonvoting Directors shall have no vote.

c.) A quorum must be present in order for the Governing Board to take action. A quorum shall consist of the majority of voting directors. Except as provided in subsection d, the Governing Board shall take action when the majority of votes cast are in support of a motion.

d.) For any budget or levy recommendation, each County-Appointed Director shall have four (4) votes and each Regular Director shall have one (1) vote. The Board shall only take action on a budget or levy recommendation if twelve (12) votes or more are cast in support of the motion. County-Appointed Directors shall not abstain from voting on a budget or levy recommendation. County-Appointed Directors are prohibited from split voting and each County-Appointed Directors must cast all his or her votes either for or against a motion.

e.) Voting shall be done by roll call vote. Proxy voting will not be allowed; however, a Governing Board Director may attend via electronic and telephonic means and be considered present for purposes of quorum and voting.

***4.8 Duties of Committees – Added**

Representation of Committee members will be spread out among counties if possible.

5.5 Member County Withdrawal/Removal

a) Member County Withdrawal – Added

Any member county, by resolution of its Board of Supervisors, may withdraw from the Region by giving written notice to the Governing Board of the Region no later than December 1st prior to the end of the fiscal year the withdrawal will be effective. Withdrawal shall not relieve the withdrawing member county of the obligation to pay its share of the expenses of the Region incurred during the fiscal year in which the withdrawal occurs and any other past due amounts. Services of the Region shall continue to be provided to the withdrawing member county until the date of withdrawal, so long as such member county remains in good standing as provided in Section 5.6 below. Upon withdrawal, member counties shall receive the dollars that were contributed to the reinsurance mechanism established in the Region Fund, after all bills have been paid. A proportion of remaining Regional fund dollars will be returned proportional to that county's contribution to the Regional fund in that fiscal year if available. Please refer to section 7.1 Regional Finances.

NOW THEREFORE BE IT RESOLVED by the Appanoose County Board of Supervisors that they do approve Resolution #2020-15 Authorizing the above-mentioned change in the SCBHR 28E Agreement and authorize the Chair to sign the amended 28E Agreement.

Passed and adopted this 1st day of June, 2020

Appanoose County Board of Supervisors

/s/: Mark Waits, Neal Smith, Linda Demry

ATTEST: /s/ Kelly Howard

Demry motioned to approve the Iowa Secretary of State Vote Safe Iowa Initiative Grant Agreement. Seconded by Smith. All voted aye.

County Engineer, Brad Skinner, provided an update to the Board. There was storm damage by Mystic and 470th and 480th are still closed. There is a pipe that needs an upgrade and repair. There will be a small bridge replacement by Moulton. Tanker cars have been ordered for the next couple years. The Farm-to-Market crack fill project will begin next month as well as J3T. There was a spot that tested positive for fuel when the tanks were removed from the county yard. The DNR will be getting back in touch. The new sign truck will be out on the road soon. Demry asked who grades the roads at Lelah

Bradley. Skinner stated a portion is the county and some is the city. He will coordinate with the city. Waits asked about the guardrails being sprayed. Skinner stated they will get on them this week. The new mower is running and working on bridges and guardrails.

CDC Coordinator, Stephanie Koch, provided an update to the Board. She is seeing more people. She has a Zoom to re-certify C3 Certificate. Children and Adult Advisory will meet 6/4/2020. The Governing Board will meet 6/23/2020 in Ottumwa at 1:30 P.M.

Public comments: Waits asked Centerville City Administrator Jason Fraser the city's plan to reopen city hall. Fraser stated they were going to discuss it tonight at the meeting. He is going to recommend limited entry starting 7/6.

Demry motioned to adjourn. Seconded by Smith. All voted aye.

The Board adjourned to meet at the call of the Auditor at 9:16 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

**Data Grant Agreement
Concerning
the Granted Use of Geographic Information System Data**

This Data Grant Agreement is entered into this 1 day of JUNE, 2020 by and between Appanoose County AND

FOX ENGINEERING (Hereinafter referred to as Grantee)
(Print or Type Grantee Name)

414 SOUTH 17TH STREET; AMES, IOWA 50010
(Print or Type Grantee Address)

BARRY BOCKENSTEY 515-233-0000
(Print or Type Grantee Contact Person) (Print or Type Grantee Telephone Number)

Project Name and Description: CENTERVILLE WASTEWATER
TREATMENT PLANT NPDES PERMIT AND COLLECTION
SYSTEM IMPROVEMENTS

The **PURPOSE OF THIS DATA GRANT AGREEMENT** is to specify the terms and conditions under which Appanoose County grants the use of Appanoose County Geographic Information System (GIS) data and/or digital data products to the above mentioned Grantee for the project described.

NOTE: Appanoose County GIS cadastral map data does not replace or modify land surveys, deeds, and/or other legal instruments defining, land ownership and use.

Appanoose County has developed a digital graphic and tabular database (Geographic Information System, hereinafter GIS), depicting land and cadastral data based on NAD_1983 State Plane Iowa South FIPS 1402 Feet Coordinate System.

Appanoose County agrees to grant the use of the GIS data listed on page 4 of this agreement, which have been reviewed and are suitable for this project which benefits the citizens of Appanoose County. This GIS data will be free of charge, though there may be charges based on the direct cost of materials and services to provide the data.

Grantee agrees that the GIS Data provided under this Agreement are intended for the sole use of the Grantee in support of the specific project referenced above. GIS Data is granted for the life of the project and may be enhanced, analyzed, manipulated or output by the duly authorized agents of the requesting agency or organization but only for the purposes of the specified project.

Grantee also agrees a copy of all digital data (with appropriate documentation), publications, maps, or other geographic or summary information produced by this project shall be provided to the GIS Technician.

Grantee hereby acknowledges the limitations of the Appanoose County GIS data and information contained therein and restrictions on the use of the GIS data.

Limitations of the data and information provided

1. Appanoose County is not responsible for any hardware or software needed to access and use the data and information therein.
2. The Appanoose County GIS data distributed by Appanoose County contains information from publicly available sources. Appanoose County has developed the data for internal use. All data is provided as is, with all faults, and without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
3. The Grantee understands and acknowledges that the data and information contained therein are subject to constant change and that its accuracy cannot be guaranteed. Appanoose County makes no warranties or a guarantee, either expressed or implied, as to the accuracy, completeness, or correctness of such data, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.
4. Appanoose County shall not be subject to liability for human errors, defect or failure of machines, or any material used in connection with the machines, including but not limited to disks and energy.
5. Appanoose County shall not be subject to liability for any lost profits or consequential damages, or claims against the Grantee by Third parties. The liability of Appanoose County for damages, regardless of the form of the action, shall not exceed the fee paid for the GIS data.
6. The entire risk as to the quality, performance and usefulness of the data rests with the Grantee.
7. The Grantee releases Appanoose County and its officers, agents, consultants, contractors and employees from any and all claims, actions or causes of action for damages including, but not limited to, any costs of recovering, reprogramming or reproduction of programs or data stored in or used with the Appanoose County GIS data, damage to property, damages for personal injury or for any lost profits, lost savings or other special incidental or consequential damages arising, from the use of or inability to use the Appanoose County GIS data.
8. The Grantee shall indemnify and hold harmless Appanoose County and its officers, agents, consultants, contractors and employees from any and all liability claims or damages to any person or property arising, from or connected with the use of Appanoose County GIS data.

Restrictions on use of the data and information provided

1. The Grantee understands that this is a one-time only delivery and that Appanoose County has no responsibility for updating this product or information therein.
2. This Data Grant Agreement does not constitute a transfer of any title or interest in the Appanoose County GIS data.
3. The Grantee agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for databases, tax maps, and other collateral information, and products established or produced by Appanoose County, or the vendors furnishing said items to Appanoose County.
4. The Grantee may copy the Appanoose County GIS data granted via this agreement only for backup purposes.
5. Derived products such as graphic displays and printed tabular listings derived from Appanoose County GIS data may be used in publications and presentations, provided that credit is given to Appanoose County as the custodian of the data and credit is also given to the original source of the data if other than Appanoose County. Appanoose County also requires that in the use of this data the Grantee employ, attach or release a statement which includes the following text:
6. The Grantee shall use the GIS data exclusively for internal use and not for the use by any other person or entity, including, but not limited to, any entity which is affiliated with the Grantee.
7. In order to maintain data quality and consistency and to ensure notification to all parties regarding data updates, the Grantee agrees that the GIS data or portion thereof will not be licensed, assigned, released, published, transferred, sold or otherwise made available to a third party without the expressed written permission of Appanoose County. The Grantee should instead refer other governmental units, agencies, organizations, companies or individuals to Appanoose County for direct distribution of Appanoose County GIS data.
8. Upon the occurrence of the breach of or non-compliance with any term or provision of this Agreement, Appanoose County may provide written notice of the occurrence to the Grantee, and terminate this Agreement. This Agreement shall terminate immediately following such notice by Appanoose County. The Grantee shall, within 30 days after termination of this Agreement, return all GIS Products that were exchanged through this Agreement and are in the possession of the Grantee to Appanoose County.
9. This Grant Agreement constitutes the entire agreement between the parties hereto. This Agreement may not be changed, modified, or amended, in whole or in part, except in writing, and signed by the parties.
10. This Agreement and performance hereunder shall be governed and construed by the Laws of the State of Iowa.

Appanoose County makes no claims as to the reliability of the data or the validity of any future use of this data. Appanoose County maintains an ongoing program to record and correct errors in this data that are brought to its attention.

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

The GIS Products being provided via this agreement are: _____

PARCEL FILE COVERING THE CITY OF
CENTERVILLE AND 2-MILE BUFFER FROM THE
CITY LIMITS

Grantee shall pay Appanoose County a one-time fee of \$ 0.00 for the direct cost of materials and services as itemized on the Appanoose County GIS Data Cost Analysis sheet.

The undersigned acknowledges the terms and conditions of the Data Grant Agreement specified above and warrants to Appanoose County that he/she has full power and authority to enter into, and where applicable, to act as the agent of the Cooperator and be bound to perform its obligations under this Agreement;

Authorizing Signature: Barry Bockemstet **Date** 6/1/2020
Print Name: BARRY BOCKEMSTET
Title: ENGINEER TECHNICIAN
Company or Affiliation: FOX ENGINEERING

Appanoose County acknowledges this Data Exchange Agreement as specified above:

_____ **Date** _____
(Chair, Appanoose County Board of Supervisors)

To submit this form please print, complete, and mail to:

GIS Technician
1200 Hwy 2 West
Centerville, Iowa 52544

OFFICE OF THE

Appanoose County Auditor

Kelly Howard

COURTHOUSE
201 N. 12th St., Rm 11
CENTERVILLE, IOWA 52544
Phone (641) 856-6191
Fax (641) 856-8023
khoward@appanoosecounty.net

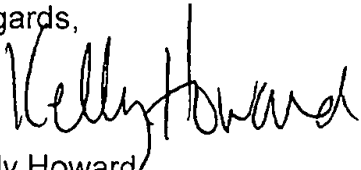
February 21, 2020

Appanoose County Board of Supervisors
201 N 12th St.
Centerville, IA 52544

RE: FY2020-2021 Salary Certifications

Kelly Howard, Auditor	\$59,302.96	01000-09010-100-02
Pam Kluxdal-Wells, Deputy Auditor (85%)	\$50,407.52	02000-08000-100-02
Kari Smith, Deputy Auditor (77%)	\$45,663.28	01000-09010-100-02
Jewell Cohrs, Deputy Auditor (67%)	\$39,732.98	02000-08000-100-02
Dennis Beeson, Custodian	\$16.00/hour	01000-09100-100-51 02000-09100-100-51
Paula Stickler, Part-time Custodian	\$13.75/hour	01000-09100-101-51
Mark Waits, Chairman	\$30,783.28 + \$500 chairman salary	01000-09000-100-01
Neal Smith, Boardmember	\$30,783.28	01000-09000-100-01
Linda Demry, Boardmember	\$30,783.28	01000-09000-100-01

Regards,



Kelly Howard
Appanoose County Auditor



Appanoose County Treasurers Office

Janet Davis, Treasurer

Courthouse

201 North 12th St

Centerville, IA 52544

Phone: 641-856-3097

Fax: 641-856-8104

Email: jdavis@appanoosecountv.net

February 24, 2020

TO: APPANOOSE COUNTY BOARD OF SUPERVISORS

RE: 2020/2021 Salary Certifications

Salaries in the Office of the Appanoose County Treasurer for the FY 2020/2021 are certified as follows:

<i>Janet Davis, Treasurer</i>	<i>\$59,302.96</i>
<i>Acct. # 01000-09020-100-03</i>	
<i>Michelle Gray, Deputy Treasurer (80%)</i>	<i>\$47,442.37</i>
<i>Acct. # 01000-08100-100-03</i>	
<i>Jennifer Salstrand, Deputy Treasurer (80%)</i>	<i>\$47,442.37</i>
<i>Acct. # 01000-09020-100-03</i>	
<i>Marla Smith, Deputy Treasurer (65%)</i>	<i>\$38,546.92</i>
<i>Acct. # 01000-08100-100-03</i>	
<i>Michelle Baldwin, Deputy Treasurer (65%)</i>	<i>\$38,546.92</i>
<i>Acct. # 01000-09020-100-03</i>	
<i>Cynthia Bartels, Deputy Treasurer (72%)</i>	<i>\$42,698.13</i>
<i>Acct. # 01000-08100-101-03-750</i>	


Janet Davis,
Appanoose Co. Treasurer

Susan C. Scieszinski
County Attorney
Telephone: 641-437-7178
Fax: 641-437-4850



APPANOOSE COUNTY
COURTHOUSE
Centerville, Iowa 52544

APPANOOSE COUNTY ATTORNEY

Kelly Howard
Appanoose County Auditor
Appanoose County Courthouse
Centerville, IA 52544

March 2, 2020

Dear Ms. Howard:

This letter serves as your authorization for payment of salaries as follows, effective July 1, 2020:

Susan Scieszinski (100):	\$100,687.18
Robin Thomas (100):	\$51,403.46
Alan Wilson (101):	\$38,834.00

Please contact me with any additional questions.

Sincerely,

A handwritten signature in black ink, appearing to be 'S. Scieszinski', written in a cursive style. It is positioned below the word 'Sincerely,'.

Susan C. Scieszinski

Office of
APPANOOSE COUNTY SHERIFF



Gary D. Anderson, Sheriff
1125 West Van Buren St.
P.O. Box 474
Centerville, Iowa 52544
Phone: 641-437-7100 Fax: 641-437-7107

February 28, 2020

Appanoose County Auditor
Appanoose County Courthouse
Centerville, Iowa 52544

Dear Kelly:

I hereby certify the attached listed salaries and hourly rates effective July 1, 2020 for employees with the Sheriff's Office as listed.

I have made a notation with the employees that will also be getting a pay increase in FY 2020/2021. It should be noted that the rates will obviously change during the year with the affected pay increases. I have also included the fund number for each of the employees.

If you have any questions please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Gary D. Anderson".

Gary D. Anderson
Sheriff

Name	Title	Salary	Fund	Notation
Gary D. Anderson	Sheriff	\$83,969.88	01000-01060-100-05	General Basic
	Chief Deputy	\$71,374.40	01000-01000-100-05	General Basic
Lonny Floen	Deputy Sheriff	\$54,580.42 *	01000-01000-100-05	General Basic
Jordan Harvey	Deputy Sheriff	\$67,175.90	01000-01000-100-05	General Basic
Gary Buckallew	Deputy Sheriff	\$67,175.90	01000-01000-100-05	General Basic
Charles Carter	Deputy Sheriff	\$67,175.90	11000-01000-100-05	Rural Services
Jonathan Printy	Deputy Sheriff	\$67,175.90	11000-01000-100-05	Rural Services
Rachel Lawrence	Deputy Sheriff	\$62,977.41 *	01000-01000-100-05	General Basic
	Deputy Sheriff	\$62,977.41 *	11000-01000-100-05	Rural Services
	Deputy Sheriff	\$62,977.41 *	11000-01000-100-05	Rural Services
Randy McPherran	Deputy Sheriff	\$30.00 per hour	11000-01030-100-05	Lake
Charlotte Kirby	Admin. Assistant	\$26.34 per hour	01000-01060-100-05	General Basic
Nancy Wright	Admin. Assistant	\$26.34 per hour	01000-01060-100-05	General Basic
Mitchell Cairns	Jail Administrator	\$29.39 per hour	01000-0105-100-05-100	General Basic
Alyssa Cowan	Jailer	\$26.34 per hour	01000-0105-100-05-100	General Basic
Marilyn Wood	Jailer	\$22.63 per hour *	01000-0105-100-05-100	General Basic
Creighton Mihalovich	Jailer	\$18.23 per hour *	01000-0105-100-05-100	General Basic
Kristin Wood	Jailer	\$15.93 per hour *	01000-0105-100-05-100	General Basic
Tim Swan (Part Time)	Jailer	\$26.34 per hour	01000-0105-100-05-100	General Basic
	Jailer	\$15.93 per hour *	01000-0105-100-05-100	General Basic
Transport Officer		\$26.34 per hour		
		* Raises will be submitted		

TEDDY WALKER
Recorder

MAEGAN MESSAMAKER
Deputy

Office of
APPANOOSE COUNTY RECORDER
c/o Courthouse
201 N. 12th Street
Centerville, Iowa 52544

February 27, 2020

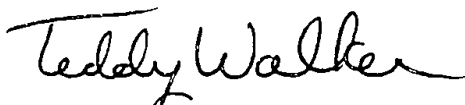
Appanoose County Board of Supervisors

201 N. 12th Street

Centerville, Iowa 52544

The following salaries are for the Appanoose County Recorder's Office for the fiscal year July 1, 2020 thru June 30, 2021.

Teddy Walker Recorder	\$59302.96
Maegan Messamaker Deputy Recorder	\$47442.37
Paula Gray	\$12.00 per hour



Teddy Walker

Appanoose County Recorder

APPANOOSE COUNTY ASSESSOR'S OFFICE

Mike R. Barth, Assessor
201 N 12th St
Centerville, IA 52544
Phone 641-437-4529
Fax 641-856-3062
e-mail mbarth@appanoosecounty.net

February 24, 2020

Appanoose County Board of Supervisors
201 N 12th St.
Centerville, IA 52544

RE: FY2020-2021 Salary Certifications

SALARIES 2020/2021

Mike Barth	Assessor	\$70,068
Evan Knorr	Deputy	\$48,724
Beth Burgin	Office Manager	\$36,543
Part-time		\$10.50 per hour
Board Of Review		\$17.00 per hour

Michael Barth
Appanoose County Assessor

NON-UNION FY2021 SALARY CERTIFICATIONS

The following non-Union salaries will be effective July 1, 2020:

	<u>FY2020</u>	<u>INCREASE</u>	<u>FY2021</u>	<u>BI-WEEKLY</u>
Makenzie McCoy	\$ 58,231.39	2.00%	\$ 59,396.02	\$ 2,284.46
Randall Raskie	\$ 60,471.07	2.00%	\$ 61,680.49	\$ 2,372.33
Nathan Shilling	\$ 58,231.39	2.00%	\$ 59,396.02	\$ 2,284.46
Bradley Skinner	\$114,000.00	---	\$114,000.00	\$ 4,384.62

Brad Skinner, PE/LS
Appanoose County Engineer

rdw

EMPLOYEE WAGE INFORMATION 07-01-20 TO 06-30-21

This is to certify the following salaries and pay rates for the fiscal year July 1, 2020 to June 30, 2021.

ID NO	NAME	CLASS	WAGE RATE	LGVT	BASE RATE	OVERTIME RATE
1000	Beeson, Dennis	Janitor	\$ 16.00			
631	Barbaglia, Billy	Eqp Opr	\$ 23.27	0.00	\$ 23.27	34.905
635	Brown, Mark	Mtr Grdr Opr	\$ 23.37	0.10	\$ 23.27	35.055
633	Brown, Marty	Trk Driver	\$ 22.98	0.00	\$ 22.98	34.470
636	Burkland, Ricky	Mtr Grdr Opr	\$ 23.32	0.05	\$ 23.27	34.980
652	Clark, Chad	Mtr Grdr Opr	\$ 23.32	0.05	\$ 23.27	34.980
688	Duley, John	Laborer/Weed	\$ 22.90	0.00	\$ 22.90	34.350
693	Ewing, Derek	Mtr Grdr Opr	\$ 23.27	0.00	\$ 23.27	34.905
728	Hoffman, Damon	Sign Specialist	\$ 23.06	0.00	\$ 23.06	34.590
732	Jackson, Dennis	Trk Driver	\$ 23.08	0.10	\$ 22.98	34.620
752	McCoy, MacKenzie	Asst to Engr	\$ 59,404.10	\$ 28.45		
762	McGrann, Tamie	Mtr Grdr Opr	\$ 23.32	0.05	\$ 23.27	34.980
766	Micetich, Mark	Laborer	\$ 22.65	0.00	\$ 22.65	33.975
803	Oden, Shawn	Eqp Opr	\$ 23.46	\$ 0.19	\$ 23.27	35.190
828	Raskie, Randall	Road Foreman	\$ 61,680.49	\$ 28.85		
846	Shilling, Nathan	Asst to Engr	\$ 59,404.10	\$ 29.54		
853	Sivetts, Terry	Mtr Grdr Opr	\$ 23.37	0.10	\$ 23.27	35.055
854	Skinner, Brad	Engineer	\$ 114,000.00	\$ 54.60		
856	Smith, Darrick	Mtr Grdr Opr	\$ 23.27	0.00	\$ 23.27	34.905
858	Smith, Kevin	Civt Frmn	\$ 24.24	0.44	\$ 23.80	36.360
869	Steen, Matthew	Laborer	\$ 22.65	0.00	\$ 22.65	33.975
890	Van Donselaar, Dylan	Shop Foreman	\$ 24.08	0.00	\$ 24.08	36.120
915	Wagner, Tim	Mechanic	\$ 23.45	0.00	\$ 23.45	35.175
930	Wilson, Rhea	Office Mgr	\$ 23.79	0.52	\$ 23.27	35.685
935	Young, Ryan	Eqp Opr	\$ 23.27	0.00	\$ 23.27	34.905

probation



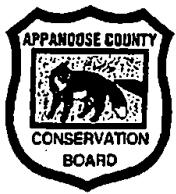
Appanoose County Veterans Affairs
19999 St. Joseph Dr.
Centerville, Ia. 52544
(641)856-6597

Subj: FY2020-2021 Salary Certifications
To: Appanoose Board of Supervisors
From: Commissioners & Administrator Appanoose County Veterans Affairs
Date: 03/11/2020

Ron Burger, Commissioner	\$60.00 per meeting payable at six months	\$720.00
Jim Carter, Commissioner	\$60.00 per meeting payable at six months	\$720.00
Pete Schwaner, Commissioner	\$60.00 per meeting payable at six months	\$720.00
Trista McClurg, Administrator	\$20,281.68	

A handwritten signature in black ink that reads "Trista McClurg". The signature is written in a cursive style with a long, sweeping underline.

Trista McClurg
Appanoose County
Veterans Affairs
Administrator



25100 - 520th Street
Centerville, IA 52544
(641)856-8528



Salary Certifications FY 2020-2021

Philip Visser	Executive Director FT	\$46,500.00	01000-06100-100-22
Hannah Wiltamuth*	Naturalist FT	\$31,800.00	01000-06110-100-22
Austin Hoffman	Park Technician PT	\$15.75/hour	01000-06110-101-22
Scott Squires	Park Technician PT	\$15.75/hour	01000-06110-101-22

*Hannah will be paid 80% of her salary from The Appanoose County Conservation Board and 20% from The Wayne County Conservation Board

Our mission statement: "To create a balance between man and his environment by educating, providing, and protecting the natural resources of Appanoose County"





APPANOOSE COUNTY PUBLIC HEALTH
PROVIDING HEALTH SERVICE TO APPANOOSE COUNTY since 1960

209 East Jackson St.
Centerville, IA 52544

Phone: 641.437.4332
Fax: 641.856.5575

February 21st, 2020

Appanoose County Board of Supervisors
201 N. 12th Street
Centerville, IA 52544

RE: Appanoose County Public Health: 2020 - 2021 Annual Salary Certifications

Jerilyn Lasley – \$17.23 per hour

Rhonda Tissue – \$26.03 per hour

Kristopher Laurson – \$63,685 per year

Salary Account # 01000 03040 100 23

Respectfully,

Kristopher L. Laurson
Administrator
Appanoose County Public Health

Appanoose County General Assistance Office

JACK MALETTA, Director

641-856-7431

P. O. Box 271 -- 209 East Jackson Street

Centerville, Iowa 52544

February 19, 2020

Kelly Howard
Auditor
Appanoose County

Dear Kelly:

The Appanoose County Board of Supervisors has approved an hourly wage rate, for the General Assistance Director, of \$13.75 effective July 1, 2020.

Sincerely,



Jack Maletta
Director



Appanoose, Davis, Lucas, Monroe Counties
Emergency Management
Agency And Homeland Security

Director Mike Lamb
12307 Hwy 5 PO Box 399, Moravia, IA
52571
PH: (641) 724-3223
FX: (641) 724-3273
Cell: (641) 895-0407
E-mail: adlmema@iowatelecom.net

**Wage and salary verification for ADLM Emergency Management
budget FY 2021.**

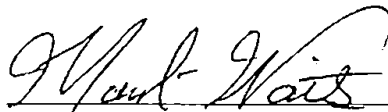
As the honorable chair of the ADLM Emergency Management Commission, I Mark Waits at-
test by my signature below the following wage and salary verification for the FY 2021 ADLM
EMA budget:

Mike Lamb Coordinator/Director \$47,783.60 yearly salary. (Employee #11)

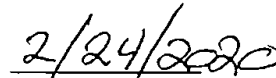
Mike Bogle Deputy Coordinator \$14.35 per hour. (Employee #14)

Effective 07/01/2020 to 06/30/2021

Salary #	70000 10500 100 58
FCIA #	70000 10500 110 58
IPERS#	70000 10500 111 58
Health Ins#	70000 10500 113 58



Mark Waits (Chair)
ADLM Emergency Management Agency



Date

Office of
Coordinator of Disability Services
209 East Jackson
PO Box 425
Centerville, Iowa 52544
641-856-2085

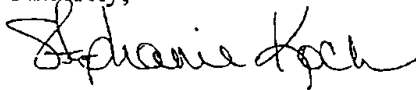
March 11, 2020

Appanoose County Board of Supervisors
201 N. 12th Street
Centerville, Iowa 52544

RE: FY2020-2021 Salary Certification

Stephanie Koch-Coordinator of Disability Services 55,218.00 10000-04022-000-60

Sincerely,

A handwritten signature in black ink that reads "Stephanie Koch". The signature is written in a cursive style with a large initial 'S'.

Stephanie Koch
Coordinator of Disability Services – Appanoose County
South Central Behavioral Health Region
641-856-2085

Appanoose County Zoning

Appanoose County Courthouse

201 N. 12TH ST. Centerville, IA

bburgin@appanoosecounty.net

PH: 641.437.4529 FAX: 641.856.3062

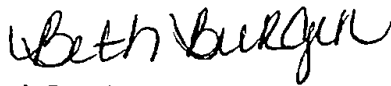
6/10/2020

Appanoose County Supervisors:

Re: Salary Certification for 2020/2021

I am requesting the salary of \$6,400 for the fiscal year of 2020 /2021.

Thank you,



Beth Burgin

Zoning Administrator

APPROPRIATIONS RESOLUTION

NO. 2020-17

Whereas, it is desired to make 100% appropriations for each of the different officers and departments for the fiscal year beginning July 1, 2020 in accordance with Section 331.434, Subsection 6, Code of Iowa.

Now, therefore, be it resolved by the Board of Supervisors of Appanoose County, Iowa, as follows:

Section 1. The following amounts are hereby appropriated from the resources of the county to the department or office listed:

<u>Dept# & Name</u>	<u>\$ Amount</u>	<u>Dept# & Name</u>	<u>\$ Amount</u>
01-Brd of Supervisors	204,026	02-Auditor	372,605
03-Treasurer	446,628	04-County Attorney	269,799
05-Sheriff	2,431,989	07-Recorder	174,208
08-Assessor	305,779	20-Secondary Roads	4,928,943
21-Veterans Affairs	56,776	22-Conservation	283,624
23-Public Health	255,604	24-Weed Commissioner	3,250
25-Dept of Public Health	94,673	28-Medical Examiner	47,000
31-District Court	84,500	33-County Library	21,300
36-EMS Income Surtax	95,000	51-Courthouse	436,921
52-Data Processing	139,798	56-ADLM Empowerment	709,600
57-E911	257,676	58-Emergency Management	200,028
60-Mental Health	577,304	61-Juvenile Probation	46,000
99-Zoning	44,000	99-Non-departmental	1,495,747

Section 2. Subject to the provisions of other county procedures and regulations, and applicable state law, the appropriations authorized under Section 2 shall constitute authorization for the department or officer listed to make expenditures or incur obligations from the itemized fund, effective July 1, 2020.

Section 3. In accordance with Section 331.437, Code of Iowa, no department or officer shall expend or contract to expend any money or incur any liability, or enter into any contract which by its terms involves the expenditure or money for any purpose in excess of the amounts appropriated pursuant to this resolution.

Section 4. If at any time during the 2020-2021 budget year the auditor shall ascertain that the available resources of a fund for that year will be less than said fund's total appropriation, she shall immediately so inform the Board of Supervisors and recommend appropriate corrective action.

Section 5. The auditor shall establish separate accounts for the appropriations authorized in Section 1, each of which shall indicate the amount of the appropriation, the amounts charged thereto, and the unencumbered balance. The auditor shall report the status of such accounts to the applicable departments and officers during the 2020-2021 budget year.

Section 6. All appropriations authorized pursuant to this resolution lapse at the close of business June 30, 2020.

The above and foregoing resolution was adopted by the Board of Supervisors of Appanoose County, Iowa on June 15, 2020, the vote thereon being as follows:

AYES:

Chairman, Board of Supervisors

NAYS:

Attest:

Kelly Howard, Appanoose County Auditor



June 2, 2020

Ms. Kelly Howard, Auditor
Appanoose County Courthouse
201 N 12th
Centerville, IA, 52544

Dear Ms. Howard:

Cost Advisory Services, Inc. is in the process of completing work on the final year of our current contract to provide cost allocation services to Appanoose County. We are grateful that 93 Iowa counties have chosen us to provide these services. We will continue to do all we can to ensure that the indirect cost recovery program is maximized for all Iowa counties.

We are sending this letter to propose a 3-year contract renewal covering fiscal years 2020 through 2022. Due to the recent Covid-19 pandemic, CASI is cognizant of the economic strain counties will encounter. The annual fee for Appanoose County is not changing from the prior 3 year contract and will remain at \$4,125. We strive to provide the best services for the county at a fair cost.

Please pass the proposed contract on to your Board of Supervisors for their consideration. If the Board has any questions, we are happy to discuss our services and the contract with them. A copy/scan of the signed contract mailed or emailed to us will suffice.

Thank you for all the assistance your office has provided to us in the past in performing this valuable service for Appanoose County. We look forward to continuing our work with you in the future under this new contract.

Sincerely,
Cost Advisory Services, Inc.

A handwritten signature in black ink, appearing to read "Jeff Lorenz", is written in a cursive style.

Jeff Lorenz
President

Enclosures

**CONTRACT TO PROVIDE
PROFESSIONAL CONSULTING SERVICES TO
APPANOOSE COUNTY, IOWA**

This Contract entered into this ____ day of _____, 2020, and effective immediately by and between **Cost Advisory Services, Inc.** (hereinafter called the "**Consultant**") and **Appanoose County, Iowa** (hereinafter called the "**County**") witnesseth that:

Whereas the County performs programs that it operates with outside funding, and

Whereas the County supports these programs with central services that are paid from the County's general funds, and

Whereas federal and other outside users of county central services will typically pay a fair share of these costs if supported by an appropriate cost allocation plan, and

Whereas the Consultant is staffed with personnel knowledgeable and experienced in the requirements of developing, negotiating, and implementing such governmental cost allocation plans, and

Whereas the County desires to engage the Consultant to assist in developing cost allocation plans that conform to federal and state requirements and will be approved by their representatives.

Now Therefore, the County agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.

1. Scope of Services. The Consultant shall do, perform, and carry out in a good and professional manner the following services:

- A. Develop annual central service cost allocation plans based on actual costs incurred for fiscal years 2020, 2021, and 2022 that appropriately document the various costs expended by the County to support and administer general fund and non-general fund programs. Each year's plan will contain a determination of the allowable costs of providing each supporting service in accordance with the provisions of 2 CFR Part 200. The types of services to be included in each plan shall include items such as accounting, payroll, purchasing, IT, human resources, and legal services; building occupancy costs; and other central service and centrally budgeted items such as insurance costs, dues and memberships, annual audit fees, etc. The consultant will analyze all required data, perform all cost allocation calculations, and complete each cost allocation plan in the required form to be submitted for federal and/or state approval. County staff involvement will be limited to locating and providing access to

accounting, payroll, and other financial records; answering brief questions to enable the Consultant to appropriately interpret County records; and participating in brief interviews of selected personnel to enable the Consultant to determine the appropriate methods of allocating costs across all benefited County programs.

- B. Provide copies of each year's completed cost allocation plan to the County Board of Supervisors and the County Auditor.
 - C. File each completed cost allocation plan with the central office of the Iowa Department of Human Services (DHS) and negotiate the completed cost allocation plans, as necessary, with the appropriate federal and state representatives.
 - D. Provide guidance to local representatives of DHS in making quarterly Local Administrative Expense (LAE) claims for eligible indirect costs incurred by the County.
 - E. Monitor the status of LAE claims to ensure that the County receives all recoveries due it.
 - F. If necessary, and as requested by an in-house program at the County, compute an indirect cost rate that will provide the basis for the County to recover its eligible indirect costs that are expended in support of this program.
2. Time of Performance. The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the Contract, as determined by the County.
3. Term of Contract. It is expressly understood and agreed that the effective date of this Contract shall be the date first written above and shall continue in full force and effect for a period of three years. It is further understood and agreed that the results of the completed cost allocation plan for any given fiscal year shall be implemented for DHS indirect cost recovery purposes in the second succeeding fiscal year. For example, the results of the FY 2020 cost allocation plan shall be used to determine the amounts of eligible indirect cost recoveries for FY 2022.
4. Compensation. The County agrees to pay the Consultant an amount not to exceed Four Thousand One Hundred Twenty Five Dollars (\$4,125) for each annual cost allocation plan. Such amount shall include reimbursement for all expenses to be incurred by the Consultant.
5. Method of Payment. The County shall pay the amount stated in paragraph 4 above upon delivery to the Board of Supervisors of each year's completed cost allocation plan, and other schedules if so required.

6. Warranty of Benefit to County. The Consultant warrants to the County that its annual fee for preparation of each cost allocation plan shall not exceed 50 percent of the actual reimbursements that are to be obtained for the County as a direct result of preparing the cost allocation plan. In the event that an annual payment to the Consultant would exceed 50 percent of the related indirect cost reimbursements to the County, then the difference will be promptly refunded to the County. It is also expressly understood and agreed that should the County recover more than double the Consultant's fees in any year, then the excess recoveries will belong solely to the County and no additional fee is due the Consultant.
7. Changes. The County may, from time to time, require changes in the scope of services to be performed by the Consultant under this Contract. Such changes that are mutually agreed upon by the County and Consultant shall be incorporated in written amendment to this Contract.
8. Services and Materials to be Furnished by County. The Consultant shall provide guidance to the County in determining the data that is required to complete each cost allocation plan. The County agrees to respond to all reasonable requests for data in a timely manner and shall provide adequate liaison between the Consultant and other agencies of County government.
9. Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner its material obligation under this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice via U.S. Post Office Certified Mail – Return Receipt Requested – to the Consultant of such termination and specifying the effective date thereof postmarked at least fifteen (15) days before the effective date of such termination. Provided however, prior to termination for default, the County will provide adequate written notice to the Consultant affording it the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. The Consultant shall be compensated for services satisfactorily rendered and expenses incurred through the effective date of termination hereunder.

10. Special Termination. Either party may, at its option, cancel any year of the plan preparation by giving the other party notice by June 30 of the year on which the plan will be based. For example, the County may cancel the work to be done for FY 2021 by giving the Consultant notice on or before June 30, 2021. The County may terminate this Contract at any time without cause by giving the Consultant written notice via Certified Mail. Under this provision, the Consultant shall be entitled to full compensation as specified in paragraph 4 above for any cost allocation plan for which work has already begun.
11. Termination Due to Lack of Funds. The Consultant shall have the right to terminate this contract without penalty by giving fifteen (15) days written notice to the County if adequate funds are not available from Federal Agencies or other outside users to reimburse the County.
12. Information and Reports. The Consultant shall furnish the County, upon request, with copies of all documents and other materials prepared or developed in relation with or as part of the project.
13. Records and Inspection. The Consultant shall maintain full and accurate records with respect to all matters covered under this Contract. The County shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
14. Provisions Concerning Certain Waivers. Subject to applicable law, any right or remedy that the County may have under this contract may be waived in writing by the County through a formal waiver, if in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
15. Matters to be Disregarded. The titles of the several sections, sub-sections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
16. Completeness of Contract. This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
17. County Not Obligated to Third Parties. The County and the Consultant are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

18. When Rights and Remedies Not Waived. In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist on the part of the Consultant, and the making of any such payment by the County while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the County with respect to such breach or default.
19. Personnel. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
20. Consultant Liability if Audited. The Consultant will assume all financial and statistical information provided to the Consultant by the County's employees or representatives is accurate and complete. The County shall be solely responsible for any disallowance of funds paid to the County under the plan resulting from inaccurate or incomplete information provided by the County. The Consultant shall provide assistance to the County in the event that an audit is undertaken of County indirect cost recoveries.
21. Applicable Law. Iowa law shall govern the terms and performance under this Contract.
22. Indemnification. Each party shall be responsible for its own acts and will be responsible for all damages, costs, fees, and expenses that arise out of the performance of this Contract and which are due to that party's own negligence, tortious acts, and other unlawful conduct and the negligence, tortious acts, and other unlawful conduct of its respective agents, officers, and employees.
23. Delays. The Consultant shall not be liable for delays in performance that are caused in whole or in part by the County, third parties, or forces beyond its control. The period of performance shall be extended by the time period of any delays that are not the fault of the Consultant.
24. Assignment. The Consultant agrees not to assign, convey, or transfer its interest in this Contract to any other entity without the prior written consent of the County which consent shall not be unreasonably withheld. Provided, however, the Consultant may assign, convey, or transfer its interest in this Contract to an entity that succeeds to substantially all of the business of the Consultant by merger or otherwise.

25. Notices. Notices shall be effective upon receipt. Any notices, bills, invoices, or reports required by this Contract shall be sufficient if sent by either party hereto in the United States mail, postage paid, to the addresses stated below:

For the County:

Board of Supervisors
Appanoose County Courthouse
201 N 12th
Centerville, IA, 52544

For the Consultant:

Cost Advisory Services, Inc.
P.O. Box 755
Johnston, Iowa 50131

IN WITNESS WHEREOF, the County and the Consultant have executed this Contract as of the date first written above.

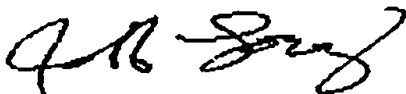
APPANOOSE COUNTY, IOWA:

By: _____
(County Official)

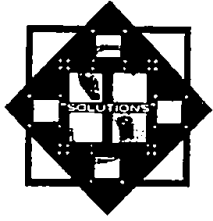
(Title)

Attest: _____

COST ADVISORY SERVICES, INC.:

By: 

Jeff Lorenz, President



"Solutions", Inc.
2311 West 18th Street. Spencer Iowa 51301
712-262-4520

June 8, 2020

RE: Changes to this year's Agreements

Dear County Official:

County Support Agreements – i.e. Vision Software and IBM i support

We have two major changes made to our existing "Solutions" Support Agreements. We moved the IBM i support that was attached to our services agreement, back to, our Annual Licensed Code Support Agreement. Second, for the first time ever, we are offering a locked in Five Year Licensed Code Support Agreement.

IBM i Support: Years ago, when we started offering network services to end users, we moved our IBM i (then AS400) support to that separate agreement. The problem has always been that the support is supplied by our IBM i "Solutions" Government Software (SGS) group. Our network services group, TechServ, is rarely involved with that support. So, we have moved that back to the primary Licensed Code Support Agreement.

Five-year Licensed Code Support Agreements: For years, we have resisted increasing our prices every year. We have only increased rates when we felt the need to cover specific costs. For example, the new-Vision release. If you go back and review your last 20 years of spending, you will see how infrequently we have increased our rates. That business model has limited sustainability. Starting in fiscal year 2021-2022, "Solutions" will be increasing annual software support in a similar fashion as our Competition, Microsoft, IBM, and many others. There were numerous requests to see if we would be willing to offer locked in rates, as one of our Competitors is offering, with their subscription pricing (you "rent" the software). We currently offer locked in subscription pricing in other states, but all of our clients in Iowa currently have licenses.

With that said, we are offering five year locked in rates for annual License Code Support for those counties that would like to get their rates locked in for 5 years. Starting next year, we will begin increasing rates annually to match industry standards. Those that have signed five-year agreements will only receive an invoice.

The changes to the support agreement, changes this paragraph at the beginning: The Customer desires to retain the services of Vendor to maintain and service the computer programs licensed by the Customer from Vendor, at a locked in, rate of five years (only if contracted), such maintenance and service of the Vendor's computer programs to be accomplished by Vendor pursuant to the terms of the Agreement.

The changes will affect or add change the following sections:

Section 1 - Definitions: 1.16 "Agreement Term", 1.17. "Cancellation"

Section 6 - Termination: 6.2, Cancellation under Multi-year Agreements and 6.3. Early Exit

As stated above, we will not be increasing rates until next year for Licensed Code Support Agreements.

Government Service Agreements through TechServ:

If your County is one of the Counties that does not need DNS hosting, or an Annual Statement of Work, you will not receive any additional service agreements this year, only the Licensed Code Support Agreement.

Although we are not planning on raising rates, with work environment changes such as working from home, Zoom and Teams meetings and so on, expenses will go up, while others, will go down (travel). We have not been able to collect all the data as to what the total costs have been or will be, so, things could change. We doubt it, but they could.

Managed Services – Network Devices: Previously we charged \$1.50 per device, per month. Most of the work on these is provided as part of the network management base. Our rate is going up to \$2.00 per device, per month.

In the future, we would like to offer a separate advanced diagnostics network product, but that will require additional fees, and will not be covered here.

Managed Services - Printers: We are now charging the minimum cost for these of \$1.50 per printer, per month but only if it has an IP address. For example, a Copier or Pinter that is attached to the network will have a fee, even wireless attached printers if they have an IP address. The desktop printer attached only to a PC by USB cable will not.

We have had a few counties wonder if we would consider offering printer services as they see being offered by some copier companies. Where “Solutions” would supply printing solutions either by the page, which could include toner, paper, and the printer. Or if “Solutions” would be willing to offer Printer Management including automatic toner ordering, maintaining supplies, and service kits. We would consider these options but only if we had enough Counties interested.

Managed Services – Network Attached Storage (NAS): Previously we either charged NAS systems as a sever, or we excluded them completely. Neither option made sense. If you exclude them, how do you work on them or troubleshoot them. They do not require the maintenance of a server, so charging that kind of rate is a bit excessive. So, we looked at what our average costs were to maintain these and decided on \$10 per NAS, per month.

Managed Services – Miscellaneous devices: Finally, there are a certain class or group of devices that we want to monitor, but the County does not benefit that much from us monitoring, but we do. These include remote management consoles for servers, our Onsite Managed Services appliances, Power Distribution Devices with IP addresses, Watt Boxes (remote power control) and KVM (Keyboard/Video/Mouse) switching.

Then there are those devices that the cost of management is covered under a different agreement. Some of these would be the IBM i, the IBM i console and Datto Systems.

Managed Services-Excluded Devices: During an audit of a range of addresses, we might see these devices, but we do not monitor them or track them. These are specifically excluded from Managed Services. These might include video cameras, phone systems, some long-distance bridges, and some HVAC systems. Anytime the County wishes to have these added to Managed Services, they can be brought back in.

Document Locator – Annual Support option from the Images Services Team

We started to offer this a couple of years ago, and this is becoming more and more popular. Let Alaire know if you would like those pages added to your Statement of Work. This covers all set up installations and covers the “how to” questions and support of pre-set up systems.

Security Concerns:

Whether you use “Solutions” TechServ for Managed Services, an internal technical professional, another outside technical support company, or all three, you are going to be seeing increased costs for network services that you did not budget for. This is due to several factors.

Heightened Security with any device that uses a Network, the Internet, Wireless Technology, Apple Airplay, 4G/5G phone systems, Blue Tooth, and other interconnected devices.

We are not done working from home, nor are we done paying for it. A lot of deferred spending happened, that must be caught up, and budgets may need to be updated. Aspects of working from home will continue. We will need to formalize how we work and where we work. This will require additional equipment and secure workspaces both at the Courthouse and at places away from the Courthouse.

Please be cognizant, that in the coming elections security will be heavily emphasized and will require constant adjustment. This will put additional demands on all of us.

Windows 7 Operating System & Windows Server 8

There are still offices using these older systems. Counties have turned them off, and someone turns them back on. Counties have had them physically unplugged from the network, only to have them plugged back in. These must be replaced. We do understand, sometimes these old units are the only place the data resides or there is a printer/plotter that cannot be moved to a more modern platform. But plugging these units back into the network, surfing the Internet, transferring files, or downloading mail, puts the whole network at risk. Our next recommendation will be for Counties to modify Active Directories or Firewalls, so that the offending device can no longer access other devices or the Internet. That way a user can sit at that device and look up the data or use that system to print a document to an older specialty printer.

Some final words:

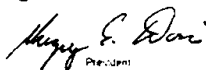
The last number of months have been difficult for all of us. Some of you have been caged up in your own courthouses, some stuck at home, we have mirrored both, with some of us at work and some at home. During that time, we hired new employees, replaced, and upgraded firewalls, installed switches, added wireless access points, installed several new systems, and even a few new IBM i systems.

The way we do business right now has changed. Some things will get back to normal. Other things will become the new normal. Business goes on. The services we supply will continue, as will the essential services you supply your constituents.

We have all learned so much in these last months. We have started embracing words like, self-reliance, sharing, helping, drive, motivation, enthusiasm, tolerance, patience and understanding. We still have a way to go, but we will get there.

If you have any questions, please give me a call at 712-262-4520 or e-mail me at gdavis@gmdsolutions.com.

Best Regards,



Gregory E. Davis
President "Solutions"



"Solutions", Inc.
2311 West 18th Street, Spencer Iowa 51301
712-262-4520

Licensed Code Support Agreement

This Support Agreement ("this Agreement") is made and entered into this 1st day of July, 2020 by and between "Solutions", Inc. (hereinafter "Vendor"), a (Software Developer and Licensor) with principal offices at 2311 West 18th Street Spencer Iowa 51301-2631, and Appanoose County, hereinafter "Customer"), a (Local Government and its Offices) with principal offices at: 201 N 12th Street Centerville, IA 52544

WHEREAS,

Vendor is in the business of developing computer programs, certain of which computer programs have already been Licensed by the Customer; and,

WHEREAS,

The Customer desires to retain the services of Vendor to maintain and service the computer programs licensed by the Customer from Vendor, for a period up to one year, such maintenance and service of the Vendor's computer programs to be accomplished by Vendor pursuant to the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, Vendor and the Customer hereby agree as follows:

Section 1 - Definitions

For the purposes of this Agreement, the following definitions shall apply to the respective capitalized terms:

1.1 "Licensed Program" The computer software described in Exhibit A hereto, including any extracts from such software, derivative works of such software, or collective works constituting such software (such as subsequent Releases) to the extent offered to Customer under this Agreement or the License Agreement.

1.2 "Custom Program" Any program that has been requested by the Customer to be written or installed in addition to the Customer's Licensed Program described in Exhibit A hereto.

1.3 "Non Maintained Program" Any program no longer maintained and updated to Vendor's current Release by the Customer. This can also be any program no longer offered for License by Vendor.

1.4 "Installation" The preparation and the loading of new or revised Licensed Programs onto the Customer's existing hardware. Installation is not limited to on-site loading, but also includes Licensed Programs sent or delivered to the Customer by Vendor.

1.5 "Error" Any failure of the Licensed Program to conform in all material respects to the functional specifications for the Licensed Program. However, any nonconformity resulting from Customer's misuse or improper use of the Licensed Program or combining or merging the Licensed Program with any hardware or software not supplied by Vendor, or not authorized to be so combined or merged by Vendor, shall not be considered an Error.

1.6 "Error Correction" Either a software modification or addition that, when made or added to the Licensed Program, establishes material conformity of the Licensed Program to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Customer of such nonconformity.

1.7 "Enhancement" Any modification or addition that, when made or added to the Licensed Program, materially changes it's utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by Vendor as minor or major, depending on Vendor's assessment of their value and of the function added to the preexisting Licensed Program.



1.8 "Normal Working Hours" The hours between 8:00 A.M and 5:00 P.M. Central Standard Time, on the days Monday through Friday, excluding regularly scheduled holidays of Vendor.

1.9 "Releases" New versions of the Licensed Program, which new versions may include both Error Corrections and Enhancements.

1.10 "Major Enhancement" Shall be further defined as: Any modification or addition that, when made or added to the Licensed Program, materially changes the Programs file structure and may require Program modifications to any of the Customer's Custom Programming.

1.11. "User Requested Major Enhancements" An enhancement of a Licensed Program requested by a 75% minimum majority of users of that Licensed Program.

1.12 "Federal or State Mandated Enhancement" An enhancement mandated by a change or definition of Federal or State code.

1.13 "Minor Enhancement" An enhancement of a Licensed Program that materially changes its utility, efficiency, functional capability, or application, that Vendor feels will improve the Customer's usage.

1.14 "Trade Secrets" Any information, process, or idea developed by Vendor which Vendor considers confidential. Examples of trade secrets include, but are not limited to:

1.14.1 Licensed Program reports, source code, object code, and documentation developed by Vendor.

1.14.2 All information relating to Vendor Licensed Programs now existing or currently under development by Vendor.

1.15 "Training" The instruction of the Customer and/or the Customer's employees in the use of Vendor Programs.

1.16 "Agreement Term." A period of one year, commencing on the entered date of this agreement, and ending one year hence, on the final day of the Customer's (then) current fiscal year.

1.17. "Cancellation," means that the Customer is canceling its requirements for all services in program years subsequent to that in which notice of cancellation is provided.

1.18. "Customer support" is a range of customer services to assist customers in making cost effective and correct use of a product. It includes assistance in planning, installation, training, trouble shooting, maintenance, upgrading, and disposal of a product

1.19. "Technical Support" Regarding technology products such as mobile phones, televisions, computers, software products or other electronic or mechanical goods, it is termed technical support.

Section 2 - Scope of Services

2.1 During the Agreement Term, Vendor shall render the following services in support of the Licensed Program, during Normal Working Hours, subject to the compensation fixed for each type of service in Vendor's rate schedule set forth in 3.2. Rate Schedule hereto:

2.1.1 Vendor shall maintain a program control center capable of receiving by telephone or network transmission, operator reports of system irregularities.

2.1.2 Vendor shall maintain a telephone hot line that allows Customer to report system problems and seek assistance in use of the Licensed Program.

2.1.3 Vendor shall maintain a trained staff capable of rendering the services set forth in this Agreement.

2.1.4 Vendor shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Vendor in Accordance with Vendor's standard reporting procedures. Vendor shall, within 36 working hours of verifying that such an Error is present, initiate work in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Vendor shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and Vendor shall include the Error Correction in all subsequent Releases of



the Licensed Program. Vendor shall not be responsible for correcting Errors in any version of the Licensed Program other than the most recent Release of the Licensed Program, provided that Vendor shall continue to support prior Releases superseded by recent Releases for a reasonable period sufficient to allow Customer to implement the newest Release, not to exceed 7 days.

2.1.5 Vendor may, from time to time, issue new Releases of the Licensed Program to its customers generally, containing Error Corrections, Minor Enhancements, and, in certain instances if Vendor so elects, Major Enhancements. Vendor shall provide Customer with one copy of each new Release. Vendor shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in 3.2. Rate Schedule hereto.

2.1.6 Vendor may, from time to time, offer Major Enhancements to its customers that may be covered under an Annual Maintenance Fee set forth in Exhibit A hereto. Those Major Enhancements not covered under an Annual Maintenance Fee shall be subject to the supplemental charges set forth in 3.2. Rate Schedule hereto.

2.1.7 Subject to space availability, Customer may enroll its employees in Vendor's training classes, held at Vendor's facility in Spencer Iowa, for regular or advanced training subject to the supplemental charges set forth in 3.2. Rate Schedule hereto.

2.1.8 Vendor shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Licensed Program (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to by Support Vendor and Customer.

2.2 During the Agreement term Customer shall be responsible for the following:

2.2.1 The Customer agrees to provide Vendor with dumps, as requested and with sufficient support and test time on the Customer's computer system to duplicate the error, certify that the problem is with Vendor's Programs, and certify that the problem has been corrected.

2.2.2 The Customer shall inform Vendor in writing of any modifications made by the Customer to the Licensed Program. Vendor shall not be responsible for maintaining Customer modified portions of the Licensed Program or for maintaining portions of the Licensed Program affected by Customer modified portions of the Licensed Program. Vendor shall not be responsible for maintaining Custom Program modified portions of the Licensed Program or for maintaining portions of the Licensed Program affected by Custom Program modified portions of the Licensed Program. Corrections for difficulties or defects traceable to the Customer's errors or systems changes shall be subject to the supplemental charges set forth in 3.2. Rate Schedule hereto.

2.2.3. The Vendor shall make available to the Customer and publish on a quarterly basis, the operating system requirements needed to maintain and operate the Licensed Program. The Customer agrees to meet or exceed those requirements on the Computer system that the Licensed Program is licensed for within 90 days of the published date.

Section 3 - Fees and Charges

3.1 Customer shall pay Vendor an Annual Fee covering those Licenses as Specified in Exhibit A. Any additional services provided to the Customer shall incur charges as specified on the rate schedule set forth in 3.2. Rate Schedule hereto. Vendor reserves the right to change its rate schedule (3.2) from time to time, provided that no such change will be effective until at least 30 days after Vendor has given Customer written notice of such change. Such written notice may be in the form of a statement in Vendor's regularly issued newsletter, website or social media.

3.2. Rate Schedule – All rates shown are current rates and are subject to change with a thirty (30) day notice.

3.2.1 Primary Shift – Monday through Friday – 8:00AM to 5:00PM. Off Shift 5:01PM to 7:59 PM Monday through Friday. Double time shift - 8:00PM to 7:59AM and weekends (Saturday and Sunday).



3.2.2. Application Support or Training – Current rate is one hundred fifteen dollars per hour (\$115.00) for Primary Shift with two hour minimum unless otherwise described in Exhibit A.

3.2.3 Computer Programming and Customer Support – Current rate is one hundred forty-five dollars per hour (\$145.00) for Primary Shift with two hour minimum unless otherwise described in Exhibit A.

3.2.4. IBM i Technical Support – Current rate starts at one hundred forty-five dollars per hour (\$145.00) an hour for Primary Shift with two hour minimum unless otherwise described in Exhibit A or covered under a Services Agreement. Rate is based on service personnel involved. If outside vendors such as IBM i service or support personnel are involved, their time is not included, even if subcontracted.

3.2.5. Off shift is invoiced at 1.5 times the Prime shift rate with 2 hour minimum. Double time is invoiced at 2.0 times the Prime Shift rate with a two hour minimum.

3.2.6. Service orders – Articles 3.2.1., 3.2.2., 3.2.3.3.2.4., and 3.2.5. will require a service order or approval for over time, to be filled out by the Customer on work to be performed by Vendor on behalf of the Customer. Exceptions to this requirement will be Customer errors requiring immediate programming to be performed through communications due to time sensitive requirements. A sample of this Service order is available from the Vendor.

3.2.7. Travel and Expenses - the Customer will be provided flat fees for travel based on location, the number of personnel traveling and the number of other customers being invoiced in the same week of travel (up to two). The flat fee is based on current federal rate for mileage and average round trip time to and from the customer's site. Current rate is \$70.00 an hour and is subject to change. The Customer in addition to the travel charge will be invoiced for motel and meal expenses.

3.3 Reimbursement of Expenses. In addition to the foregoing, Customer shall pay Vendor its actual out-of-pocket expenses as reasonably incurred by Vendor in furtherance of its performance hereunder. Vendor agrees to provide Customer with access to such receipts, ledgers, and other records as may be reasonably appropriate for Customer or its accountants to verify the amount and nature of any such expenses. Expenses shall be reimbursed within ten (10) days after receipt of Vendor's invoice.

3.4. Invoices. Vendor shall invoice Customer each calendar month for all fees and charges accrued, and all reimbursable expenses incurred during the previous month(s), and Customer shall pay the invoiced amount promptly upon receipt of such invoice. Any amount not paid within 30 days after the invoice date shall bear interest at the lesser of 1.5 percent per month or the highest rate allowed by applicable law.

3.5. Responsibilities. Customer shall be responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, hardware (other than the hardware constituting the program control center maintained at Vendor's facilities) and Software necessary to operate the Licensed Software and to obtain from Vendor the services called for by this Agreement.

Section 4 - Proprietary Rights

4.1 To the extent that Vendor may provide Customer with any Error Corrections or Enhancements or any other software, including any new software programs or components, or any compilations or derivative works, or Custom Program, prepared by Vendor (collectively, "Vendor Programs"), Customer may (1) install one set of the Vendor Programs, in the most current form provided by Vendor, in Customer's own facility; (2) use such Vendor Programs in a manner consistent with the requirements of the License Agreement, for purposes of serving Customer's internal business needs; and (3) make one copy of the Vendor Programs in machine-readable form for nonproductive backup purposes only. Customer may not use, copy, or modify the Vendor Programs, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Vendor. Notwithstanding Section 6 hereof, Customer's rights under this Section 4.1 shall remain in effect for so long as Customer is authorized to use the Licensed Programs under the License Agreement.



4.2 The Vendor Programs are and shall remain the sole property of Vendor, regardless of whether Customer, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid Vendor for the use of the work product. Customer shall from time to time take any further action and execute and deliver any further instrument, including documents of assignment or acknowledgment that Vendor may reasonably request in order to establish and perfect its exclusive ownership rights in such works. Customer shall not assert any right, title, or interest in such works, except for the nonexclusive right of use granted to Customer at the time of its delivery or on-site development.

4.3 The Customer acknowledges and agrees that the Vendor Programs, Error Enhancements, Major Enhancements, Minor Enhancements, State Mandated Enhancements, and Custom Programs (hereinafter referred to as "Programs") are Trade Secrets and proprietary products of Vendor, and as such are protected by Trade Secret laws. The Programs are licensed (not sold) on a nonexclusive basis for use by the Customer on a single computer system. The Programs shall not be copied or reproduced, in whole or in part, in any form whatsoever, except for use by the Customer as a back-up and/or for archival purposes on a single computer system. The Customer will not, without the prior written consent of Vendor, transfer the Programs electronically from one computer to another over a network. The Programs shall not, under any circumstances, be used by the Customer concurrently on more than one computer system without the prior written consent of Vendor.

4.4 The Customer agrees to maintain full and complete records of the number and location of all Program copies used for back-up and/or archiving purposes, and to furnish these records to Vendor on request.

4.5 The Customer agrees that Vendor's license of the Program to the Customer is not assignable by the Customer, without the prior written consent of Vendor. The Customer shall not provide, or otherwise make available, the Program, in any form, to any person or entity, other than duly authorized employees of the Customer while acting within the scope of their employment for the Customer.

Section 5 - Disclaimer of Warranty and Limitation of Liability

5.1 Except as expressly set forth in this Agreement, Vendor expressly disclaims any and all warranties concerning the Licensed Program or the Services to be rendered hereunder, whether express or implied, including (without limitation) any warranty of merchantability or fitness for a particular purpose.

5.2 In no event shall Vendor's cumulative liability for any claim arising in connection with this Agreement exceed the total fees and charges paid to Vendor by Customer within the last 12 months. In no event shall Vendor be liable for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vendor knew or should have known of the possibility of such damages.

5.3 No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party more than 3 years after such cause of action accrued, except that an action for nonpayment may be brought within two years of the date of the last payment.

Section 6 - Termination

6.1 This Agreement may be terminated as follows:

6.1.1 This Agreement may be terminated by either party upon the expiration of the then-current term of this Agreement, provided that at least 30 days prior written notice is given to the other party; or

6.1.2 This Agreement may be terminated by either party upon 30 days prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.



6.2. Cancellation Under Multi-year Agreements

6.2.1. "Cancellation," as used in this clause, means that the Customer is canceling its requirements for all supplies or services in program years subsequent to that in which notice of cancellation is provided. Cancellation shall occur by the date or within the time period specified in the Schedule, unless a later date is agreed to, if the Customer -

6.2.1.1. Notifies the Vendor that funds are not available for contract performance for any subsequent program year; or

6.2.1.2. Fails to notify the Vendor that funds are available for performance of the succeeding program year requirement.

6.2.2. Except for cancellation under this clause or termination due to breach, any reduction by the Customer in the requirements of this contract shall be considered an early exit of a Multi-year Agreement,

6.3. Early Exit. In the case of Multi-year Agreements, a penalty may be assessed against the Customer for early exit. The termination penalty may not exceed the balance of the agreement, reflecting the fee normally assessed each year for the annual support of the Licenses as specified in Exhibit A.

6.4. Following termination of this Agreement, Vendor shall immediately invoice Customer for all accrued fees and charges and all reimbursable expenses, and Customer shall pay the invoiced amount immediately upon receipt of such invoice. Customer may continue to use any work supplied to Customer by Vendor for the remaining term of the License Agreement. Any amount not paid within 30 days after the invoice date shall bear interest at the lesser of 1.5 percent per month or the highest rate allowed by applicable law.

Section 7 - Hiring of Vendor's Personnel

7.1 Additional Value from Hiring. Customer acknowledges that Vendor provides a valuable service by identifying and assigning personnel for Customer's work. Customer further acknowledges that Customer would receive substantial additional value, and Vendor would be deprived of the benefits of its work force, if Customer were to directly hire Vendor's personnel after they have been introduced to Customer by Vendor.

7.2 No Hiring Without Prior Consent. Without the prior written consent of Vendor, Customer shall not recruit or hire any personnel of Vendor who are or have been assigned to perform work until one (1) year after the completion of the last work performed on behalf of the Customer.

7.3 Hiring Fee. In the event that Customer hires any personnel of Vendor who are or have been assigned to perform work for Customer, Customer shall pay Vendor, within one (1) year of the date of such hiring, an amount equal to twenty-five percent (25%) of the total first-year compensation Customer pays such personnel as a fee for the additional benefit obtained by Customer.

Section 8 - Miscellaneous

8.1 Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.

8.2 This Agreement and the parties' obligations hereunder shall be governed, construed, and enforced in accordance with the laws of the State of Iowa.

8.3 In the event that any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall be enforced to the maximum extent permitted by applicable law.

8.4 Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party, except to a successor of all or substantially all of its business and properties.



8.5 The waiver by either party of any term or condition of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right may that such party hold under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

(Customer) Appanoose County

(Vendor) "Solutions", Inc.

By: _____

By: **Alaire E. Nielsen**

(Please type or print)

(Please type or print)

Signature: _____

Signature: _____

Title: _____

Title: **Chief Financial Officer**

Date: _____, 2020

Date: _____, 2020

Address: 201 N 12th Street

Address: 2311 West 18th St.

Centerville, IA 52544

Spencer, Iowa 51301-2631

Telephone Number _____

Telephone Number **(712) 262-4520**

Attachments - Exhibit A pages 1 & 2



Solutions Support Agreement - Exhibit A for Appanoose County

SUPPORT FEES: A support fee of : \$35,000.00 shall be paid by the Customer to cover the the following

		Annual Fee
Group A.		
	<u>Assessor Administration Applications</u>	
<u>1</u>	Base Real Estate / Grain / Partial Exemption / M & E	\$3,400.00
	Sales Ratio Integration into base Real Estate	
<u>1</u>	Vanguard Integrated Work Module	\$1,400.00
	Schneider/Sidwell Transfer of CSR, Val. Acres	
		\$4,800.00
	<u>Auditor</u>	
<u>1</u>	Base Real Estate / Grain / Utilitiy Tax / TIF support	\$3,400.00
	Transfer Book and Reports	
<u>1</u>	Government General Ledger/Accounts Payable/Budgets and Accrual Reporting	\$3,600.00
<u>1</u>	Government Payroll System	\$2,950.00
<u>1</u>	Fixed Assets - Basic Inventory	\$400.00
	Drainage Accounting - Subsystem	
	Drainage Real Estate - Subsystem	
		\$10,350.00
	<u>Engineer</u>	
<u>1</u>	D.O.T. Accounting & Payroll System w/ interface to Auditor	\$3,000.00
<u>1</u>	Equipment Costs & Records	\$600.00
	Parts & Materials Inventory	
		\$3,600.00
	<u>Recorder</u>	
<u>1</u>	Instrument Indexes	\$2,600.00
<u>1</u>	Accounts Receivable	\$600.00
	Vital Statistics	
		\$3,200.00
	<u>Treasurer</u>	
<u>1</u>	Tax Receipting, Specials, Payments, Apportionment, Daily Cash Out & TaxSale	\$5,200.00
<u>1</u>	Online Tax Payments - Loading, Receiving & Monitoring- Annual Fee	\$1,250.00
<u>1</u>	Miscellaneous Receipts / GL / Treasurer's Sub-ledger	\$2,000.00
	Drainage Tax Receipts-Subsystem	
	Drainage Certificate Ledger-Subsystem	
	Banking & Investments	
<u>1</u>	Document Locator (Imaging) for DOT Library	\$600.00
		\$9,050.00
	<u>Specialty Applications and/or Support</u>	
<u>1</u>	IBM I Server Management - for 8286-41A 78-0AA4X	\$2,400.00
	OnDemand Printer Output to Storage Definitions	
<u>1</u>	Scanning Interface for Imaging for Document Locator for 1st User	\$600.00
<u>1</u>	Scanning Interface for Imaging for Document Locator for additional Users	\$600.00
	CSN Interface includes 1 license of Claims by Department	
	Urban Revitalization, Annexation and Phase in	
<u>1</u>	Records Storage Management	\$400.00
	Claims by department Interface for	
	Payroll by Department Interface for -	
		\$4,000.00
	SUPPORT AGREEMENT TOTAL	\$35,000.00

Solutions Support Agreement - Exhibit A for Appanoose County

The Support fee shall cover the following items for those Licensed programs indicated.

Federal and State Mandated Enhancements

Minor Enhancements

Major Enhancements as specified in the Agreement

Phone Support shall include and be limited to:

- Questions on the correct use and function of the Licensed Program.
- Reasonable assistance to install and operate new Licensed Program releases.
- Reasonable assistance relating to office procedures in regards to the operation of the Licensed Program.
- Assistance to correct the Customer's accidental or incorrect usage of Licensed Program with a maximum of 2 hours per incident aggregate.
- All phone related support shall be limited to a 6 hour aggregate per module listed in Exhibit A, per office, per month.

Phone Support through this Agreement does not cover:

- Questions on the use of the Operating System, Database or Utilities. This may be covered by a variety of other service Agreements. Examples would be IBM i OS V7R3, Windows Server 2012 R2, 2016, 2019 Windows SQL, etc.
- Questions on Hardware. This may be covered by a variety of other service Agreements.
- Fixing the Customer's data due to mistakes or incorrect usage of the program, requiring programming or other methods not covered.
- Phone Support shall not be construed to include training.
- All other duties performed over the phone shall incur our usual rates as specified in the Agreement.

User Group Training in the use of Licensed Programs in such form and at such sites and times as may, from time to time, be arranged by Vendor. There may be a nominal charge for the class, to cover the cost of preparation, materials and facilities. Exception: Certain modules have built in the cost of Annual User Meetings. This will cover an unlimited number of people per county per meeting. Meetings not covered will be identified in advance.

IBM i Server Management

System Administration, Troubleshooting & Support

Solutions will supply the following covered services to the Customer in the form of phone support or remote assistance, to assist the Customer in resolving problems with the specified IBM i-Series or IBM i installed software and attached hardware. Model 8286-41A 78-0AA4X located at Appanoose County Courthouse.

Solutions will provide up to 2 hours per month of Phone Support or Online Remote Assistance support, cumulatively. Additional time spent providing support over the stated maxims shall incur charges as per Solutions usual and customary rates (Level III).

Trouble Shooting Personal Computers, Printer, or Storage Interfaced to the IBM i - electronically attached to the operating System - The Customer is required to have the device correctly networked to the IBM i, and identifiable as a Workstation, Printer or Storage to the IBM i operating system.

Message Identifiers in any message queue

System Administration support for Solutions Application installs & upgrade

Job restarts & Application procedures

Create & maintain file systems, directories, & log files

Support for data backups and assistance in creating backup schedules

Phone Support and Online Remote Assistance

Phone Support and Online Remote Assistance shall be defined as a "Best Effort" by Solutions to Resolve Problems over the phone, modem or other electronic means that the Customer may have with the Customer's Specified Covered Processor(s) Specified installed Software if installed on the covered Processor(s) and Specified hardware if attached Electronically to the Covered Processors(s). Should the problem require on-site labor to resolve the problem, the Customer shall incur charges as per Solutions usual and customary rates. In addition to Resolving Customer Problems, Solutions will make a "Best Effort" to answer miscellaneous questions, provide advice and consulting via phone support to the Customer in regards to IBM i Products purchased by the Customer from Solutions.

When Solutions is unable to resolve the Customer's problems in regards to the Customer's Hardware, IBM i Software, or IBM Middleware Software, Solutions will assist the Customer in obtaining additional support, either through "Solutions' On-line Support Agreement or direct from IBM or from other third party support providers. By acting as the Customer's representative, this will shorten the amount of time needed to resolve level two type problems. These services may be billable to the Customer from IBM or third party support providers.

IBM i Software Patch Management

Assist Customer's Assigned IBM i Administrator to Apply operating system patches (PTFs) - Phone or Online Remote Assistance 2 hour maximum still applies. Adhere to Customer-approved change management windows

IBM i Software Upgrades and Updates

Remote Install of Version and Release Upgrades and Updates - Phone or Online Remote Assistance - Phone or Online Remote Assistance 2 hour maximum still applies. Adhere to Customer-approved change management windows

Managing Users

Assist Customer's Assigned System I Administrator in Managing Users on the specified system(s) Including: User Profiles, Security Levels, Job Profiles and Output Ques. - Phone or Online Remote Assistance 2 hour maximum still applies



Information Technology Services Agreement - Statement of Work

THIS STATEMENT OF WORK is made between "Solutions", Inc. (Solutions), and Appanoose County according to the terms and conditions of the most recent signed Information Technology Services Agreement on file with Solutions dated 07/01/12 (the Agreement).

1. TERM

1.1 Service Commencement Date

The Services in this Statement of Work will commence 02/01/20 as agreed by both Parties

The term of this engagement shall be one year, after which time it will become a month to month engagement which can be cancelled with 30 days' notice.

2. SCOPE OF SERVICES

2.1 Overview

Break/Fix. The term break/fix refers to the fee-for-service method of providing information technology repairs to businesses, in which a customer calls up a service provider to do an upgrade of a computer program, software product, computer, or a repair of something computer-related like a printer or drive array that is broken, the IT provider offers a solution or repair, and bills the customer for the work done.

"Solutions" will supply the following Services listed here and attached hereto:

2.1.1. Hourly Services with the following rate schedule – All rates shown are current rates and are subject to change with a thirty (30) day notice

Application Support or Training – Current rate is \$115 per hour for Prime Shift with two hour minimum unless otherwise described in one of the attached Solutions Service Plans

IBM i technical services and Image Services – Current rate is \$145 for Prime Shift with two hour minimum unless otherwise described in one of the attached Solutions Service Plans

Computer Programming and Database Consulting – Current rate is \$175 for Prime Shift with two hour minimum unless otherwise described in one of the attached Solutions Service Plans

Levels for Technical Support Services - Rates Shown are Prime Shift - 2 hour minimum may apply for certain Projects

Level I - Level I Rate is available for Silver and Gold Managed services only - See addendum

Level II - \$115.00 per hour - 15 minute minimum (example network printer problem)

Level III - \$145.00 per hour - 15 minute minimum (example server problem)

Level IV - \$175.00 per hour to \$275 per hour 15 minute minimum - Rate is based on service personnel involved or if preapproved subcontractors are involved.

Service orders – May be required for Computer Programming, Consulting, Image Services and Training. It is the customer's responsibility that if they contact Solutions for Assistance on any of the Services listed under this rate schedule they should expect to be invoiced for Services provided at Solutions current rates. A sample of this service order is available from Solutions.

Travel and Expenses - the Customer will be provided flat fees for travel based on location, the number of personnel traveling and the number of other customers being invoiced in the same week of travel (up to two). The flat fee is based on current federal rate for mileage and average round trip time to and from the customer's site. Current rate is \$70.00 an hour per person and is subject to change. The Customer in addition to the travel charge will be invoiced out of pocket expenses for meals and hotels.

Discounted Travel Rate: Requires a Managed Services Agreement in Silver or Gold with Locked in travel rate. Those visits scheduled by Solutions personnel will be a per technician charge, of: \$300 per day to cover travel, motel and meals. Advanced scheduling is required to ensure that there are enough technical personnel available. Solutions reserves the right to change this rate upon 30 days notice to the customer. Should the rate in the previous paragraph Travel and Expenses be less than this discounted rate, the lower rate shall be used.

2.2. "Solutions" General Service Level Agreement

General Service Levels are defined as the general levels of support that are applicable to every "Solutions" service. Customer unique requirements (additions or changes) are documented in an SLA Addendum and take precedence over General Service Levels.

General Service Levels are described below:

2.2.1. Service Support

2.2.1.1. Business Hours

Prime Shift – Monday through Friday – 8:00AM to 5:00PM. Off Shift 5:01PM to 7:59 PM Monday through Friday. Double Time Shift - 8:00PM to 7:59AM, weekends (Saturday and Sunday) and Holidays.

Off shift is invoiced at 1.5 times the Prime shift rate with 2 hour minimum. Double time is invoiced at 2.0 times the Prime Shift rate with a two hour minimum.

Technical Support for Networking Hardware and Software based questions. For Silver and Gold Managed Services, the "Solutions" Technical Support Help Desk is on call Twenty-four hours a day, seven days a week (except for listed holidays) for Level I & Level II support for Authorized Users. Level I and Level II does not include IBM i (AS400) questions nor Solutions Application Software Questions. For all Customers, Level II, III and Level IV Support is available Monday through Friday from 8:00 AM to 5:00 PM (Prime shift). Advanced Scheduling of Offshift and Double time Level II, III and Level IV support may require a service order or written request. This can be in the form of a document, fax, or email.

Application Support is covered by a Licensed Code Support Agreement. IBM i/ Technical and Software Support are covered either hourly (Level III) with a 2 hour minimum per incident or under the IBM i - Server Management Agreement (See licensed Support Agreement - (page 1). See IBM i Statement of Work for SLA. Please contact Solutions during Prime shift. Rates specified under 2.1.1

Standard Users/Covered Offices: Are employees that the Customer has approved to call for support during Prime Shift (normal rates apply) to the standard office number (712) 262-4520. It is important that an employee has permission to call and contract for services, because an invoice will be generated. It is assumed that all employees of the Customer are Standard Users unless restricted by Policy or by individual (exception basis). Calls will be prioritized by Managed Services Gold, IBM i Services (if applicable), Silver Managed Services and SoW Break/Fix, in that order, as a priority (Bronze will be dispatched, to Customer technical personnel).

Authorized Users: Are Silver or Gold Managed Services users that are empowered by the customer to request billable support at offshift and double time rates. With a Silver or Gold Managed Services Agreement, authorized users may call Solutions regarding Level I and II service requests twenty-four hours a day, seven days a week. The user will be provided a 1-855 phone number for after hours support. The customer is required to provide an accurate list of current employees that are authorized (inclusion basis).

Requests from non-Standard and non-Authorized Users and non-IBM i covered Service requests: All other service requests will require an email, portal or telephone message request made to the Solutions technical Dispatch desk. All other calls will be logged and every attempt will be made to return the call as soon as possible. General Service Levels will not apply.

2.2.1.2. Non-Business Hours: Off Shift & Double Time Shift

Off Shift & Double Time Shift unless covered above will be invoiced as stated 2.2.1.1. above.

2.2.1.3. Holiday Schedule

Holidays are considered non-business hours (Double Time Shift)

2.2.1.4. How to Get Help (Contact Support)

For Solutions Application Support, System I / iSeries or Custom Programming call (712) 262-4520

For Managed Services Clients - Call the 1-800 Support Number provided, call (712) 262-4520 or use the Customer Portal

For all other service and support inquiries submit a request to "Solutions" Help Desk - Solutions Customer Portal or Call and ask for dispatch.

For the Customer Portal you will need a username and password to login to the system. If you do not have an account, you may submit your request by requesting your IT staff or Office Technical Contact to submit it on your behalf or call 712-262-4520 and request Dispatch for Technical Support.

2.2.2. Duties and Responsibilities Overview

"Solutions" Responsibilities

Managed Services Customers - "Solutions" is your first line of defense when a user has a problem with a computer (desktop, laptop, or server), IBM i (where applicable on Support Agreement), web access, email, Wide Area Network (WAN) or telecommunications. You can expect the following from us:

- We will acknowledge your issue within 1 hour to 8 business hours, depending on priority of the issue.
- We will take ownership of the issue.
- We will listen to you.
- We will resolve issues in a timely manner.
- We will ask for your feedback (customer surveys).

Customer Responsibilities:

We want customers to partner with us to find an agreeable resolution to any situation. Maintaining a positive connection by sharing information, demonstrating the ability to listen and remaining accountable are critical aspects for both "Solutions" and our customers. We ask the following from our customers:

- Report technology issues in a timely fashion.
- Document as much detail into the symptoms of the issue as possible.
- Request and schedule special services well in advance in writing, when requested. For example installation of new equipment or creation of new user accounts.
- Acquire proper/recommended training for users. User support is not to be a substitute for training.
- Customer will pay all charges for equipment and/or services rendered unless otherwise covered by one of the Solutions Service Plans

2.2.3. Incidents, Problems and Service Requests

Ticket Creation

- The "Solutions" IT Specialists will be expected to create tickets that come in over the phone. Customers with access to the Help Desk portal application via user name and password will also be expected to create tickets. Once the ticket is created it will be auto assigned based on pre-defined criteria or you can assign it to the appropriate group.

- Upon creation of a ticket, the customer will automatically receive an email confirmation with the ticket or reference number. This confirmation denotes that the incident or Service Request has been logged at the "Solutions" Help Desk, and that it has been dispatched to a team/IT Specialist. The customer is responsible for ensuring that their email address is provided to the "Solutions" Help Desk for update and resolution notification purposes.

Ticket Prioritization and Service Plans

The "Solutions" Dispatch Desk assigns a priority to every incident or service request that is initiated. A prioritization model is used to ensure a consistent approach to defining the sequence in which an item needs to be resolved and to drive the assignment of resources.

Solutions Service Plans

The Customer is required to have implemented the appropriate service plan to qualify for Critical, Urgent, High, and Medium Priorities. Customers without the appropriate Service Plan will only qualify for Low Priority.

- Application Support is covered by the *Licensed Code Support Agreement* and is included here for Priority Reference only.
- IBM i Server Management for qualified problems involving this environment. *Requires: License Agreement - IBM i Statement of Work*
- Managed Services - Network. *Requires: Managed Services Statement of Work*
- Customers without a service plan will be dealt with as time permits regardless of the problem.

Priorities

"Solutions" will respond to problems according to the following Priorities for the above listed Service Plans.

- **Critical/Emergency** – Response time is 1 business hour. Used when many people are affected by this incident.
- **Urgent** – Response time is 2 business hours. Used only for tickets coming from Customer with Platinum Managed Services with Guaranteed Response Times.
- **High** – Response time is 4 hours. Used when 1 or more customer users are experiencing a problem that needs fairly quick attention.
- **Medium** – Response time is 8 business hours. Used when 1 or more customers are experiencing a problem that has a work around or does not need to be solved in 4 or less hours.
- **Low** – Response Time is 16 business hours. Used when 1 or more customers are experiencing a problem that is not effecting their work, but they would like it fixed.
- **Scheduled** – Response Time is 72 business hours. Research and/or waiting for Customer to respond to a request or testing. (Usually Involving installation)

Problem Severity	Response Time	Acknowledgement Time
Critical/Emergency	1 business hour	30 Minutes
Urgent	2 business hours	1 business hour
High	4 business hours	2 business hours
Medium	8 business hours	4 business hours
Low	16 business hours	8 business hours
Scheduled	72 business hours	NA

Acknowledgement time is defined as the time allotted for an IT Specialist to acknowledge receipt of the reported incident. This metric is measured monthly and the internal SLA is that 99.50% of the tickets will be acknowledged within the time defined.

Response time is defined as the base time allotted to begin the troubleshooting or implementation effort. If the customer requires a specific date or time for the effort to commence, it must be defined within the ticket information.

2.2.4. Ticket Resolution (Closing a Ticket)

Documenting a complete resolution, once it is found, within the ticket is required. This will help others who run into the same problem. This can also be used to do some cross training. The "Solutions" goal for Closing Tickets is 90% of Help Desk tickets will be closed within 10 Business Days. (Most normal, routine incidents/requests where processes exist are actually completed in less than a week, however some incidents may require a work around for a short term until fully resolved (which may take longer than 10 days) The general expectation is that 90% of problems or incidents will be resolved within 10 days or less, with some exceptions.

2.3. Customer Communication

As previously stated, "Solutions" will update customers as incidents are being worked and upon incident resolution. But sometimes through Utility failures, Hardware failures, Telephone failures, or Internet failures outside of Solutions control, Solutions will have a hard time contacting the Customer or receiving Customer calls. When this does happen Solutions will contact the Customer using the following methods if applicable:

- A message on the "Solutions" Help Desk phone so that you know there is an outage and it is being worked on.
- A General service order will be created followed by an email to the "Solutions"-Customer distribution lists. The email will advise Information Technology contacts of the disruption and will advise that people link to the Customer Portal for ongoing updates and information.
- Notification on the "Solutions" Homepage or Social Network Site Talk.Solutions
- If the outage affects all other forms of communication, "Solutions" will send a voice mail "blast" to the Information Technology contacts at other customers and departments to notify customers of the disruption.

2.4 Customer Escalation

The "Solutions" Help Desk is the single point of contact for initiating all Incidents and Service Requests, including any requests for ticket escalation. Please contact the "Solutions" Help Desk at 712-262-4520 or submit a ticket on the Customer Portal.

2.5. Billable or Pre-Paid Hours service order Process

All service orders (i.e. additional services, etc.) whether originated by "Solutions" or the customer, must be documented for approval. The process starts with a request submitted via the "Solutions" Help Desk or Customer Portal.

"Solutions" initiated service orders will not be executed without first notifying the customer, and when appropriate, getting customer approval. In the case of an emergency, the customer will be contacted as quickly as feasible and informed of the work performed.

Customer agrees to provide personnel for testing and validation of their equipment functionality after installation, upgrades, and other significant system updates.

2.6 Dispute Resolution

As per the "SOLUTIONS" INFORMATION TECHNOLOGY SERVICES AGREEMENT, of which this is a part, dispute resolution will be dealt with as per section 16.8. Dispute Resolution & Binding Arbitration.

2.7. Solutions SERVICE PLANS included with this Statement of Work

X	Silver Managed Services Agreement - Annual Fee of	\$5,840.00
	You are entitled to discounted travel of \$300 per technician per day	

X Customer is bundling Prepaid \$5,000 service agreements which provides a discount rate of 15% for hourly services (see exceptions -Page 1 of 1 - Pre-Paid Hourly Services), when taken.

<i>Total Statement of Work</i>	\$5,840.00
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3. INVOICING

All invoicing will occur monthly after services have been provided, unless pre-paid and all fees shall be due Net 30. Any additional services not identified in a Statement of Work (SOW) that are requested by Customer at any time during the term of the SOW will be billed by "Solutions" at "Solutions" then current rates, and Customer agrees to pay for said services under the terms and conditions of the Statement of Work and the Services Agreement.

SIGNATURES

IN WITNESS WHEREOF the parties have executed this Statement of Work as of the day and year first set forth above.

Accepted by Customer: Appanoose County

signature

Name

Title

2020

Date

Accepted by Solutions, Inc.

signature

Alaire Nielsen

Name

Chief Financial Officer

Title

2020

Date

Solutions SERVICE PLANS - Managed Services

2/1/2020

Network Assessment and an analysis of all devices is required on a regular basis - Network Assessment Software will be loaded onto the Customer's Network or Networks and changes will be applied to the Statement of Work as needed.

The Customer will upgrade all Hardware and Software to recommended levels. Once the Assessment has been completed an analysis will be delivered to the customer as to what hardware/devices are not or no longer acceptable and/or what software needs to be upgraded to minimum levels of support. The Customer, will at their own cost, have these devices and software upgraded to the minimum recommended levels.

Managed Services requires specified levels for wiring, switching and how the Customer's LAN and WAN is mapped. As part of the above Network Assessment, Solutions will provide to the Customer as to what changes are needed to be made to the existing network infrastructure for efficiency and security. The Customer will, at their own expense, have these devices and software upgraded to the minimum recommended levels. Due to the constant changes in the IT industry, periodic updates to these requirements may be made throughout the term of the agreement and may require the customer to update their network infrastructure. The requirements will be supplied to the customer.

Bronze Managed Services: Are available to Customers only with an Internal IT Department and trained individual. Should the Customer no longer have that person on staff, they shall have 30 days to replace that person. After 30 days, this agreement may be terminated without penalty or upgraded to a Silver or Gold level of Support. The 30 day period may be extended upon mutual agreement by both parties.

Managed Services monitors all IP based devices (except for mutually agreed upon exclusions) at the customer's site based on industry based best-practice monitoring policies with the goal to become proactive and eliminate problems before they occur.

Managed Services Software will be installed at each customer site and on end user's devices when required. The Onsite Managed Services Software and Utilities supplied by Solutions will automatically perform secure, comprehensive scans of the customer environment to gather up-to-date information needed to manage the customers' IT assets. Solutions will monitor and manage anything with an IP address, including: desktops, laptops, servers, managed switches, routers, firewalls, gateways, VoIP switches and phones, printers, faxes or scanners, off-the-shelf and custom applications, specialized equipment and environmental control devices, internal and external websites, SaaS resources, virtual machines unless otherwise excluded. All Monitoring will use industry based standards and protocols (WMI, SNMP, Syslog, NetBIOS, ICMP, XML, etc.) used widely within a typical network environment (unless removed from Monitoring as agreed to by Solutions and the Customer).

What cannot be Excluded from Managed Services? No Security devices (routers and firewalls), Personal Computers, (both physical and virtual), Laptops, Workstations, Appliances (Linux based or otherwise), or Servers (both physical and virtual) may be excluded from the monitoring service. These are integral components of the network and all are needed to maintain the health of the network.

What can be Excluded from Managed Services? Excluded devices might be devices such as Cell Phones that are relegated to a separate subnet. Or, miscellaneous hardware that has been identified and excluded (doorbell systems). These are devices that Solutions and the Customer have mutually agreed upon as exclusions.

Break/Fix. The term break/fix refers to the fee-for-service method of providing information technology repairs to businesses, in which a customer calls up a service provider to do an upgrade of a computer program, software product, computer, or a repair of something computer-related like a printer or drive array that is broken, the IT provider offers a solution or repair, and bills the customer for the work done.

Special Travel Costs for Managed Services Clients - Discounted Travel Rate: Requires a Managed Services Agreement in Silver or Gold with Locked in travel rate. Those visits scheduled by Solutions personnel will be a per technician charge, of: \$300 per day to cover travel, motel, and meals. Advanced scheduling is required to ensure that there are enough technical personnel available. Solutions reserves the right to change this rate upon renewal of this Statement of Work. Should the rate in the paragraph Travel and Expenses (see section 2.4) be less than this discounted rate, the lower rate shall be used.

Pre-Paid Hours - With the exception of Pre-Paid Labor for Image Services, Pre-Paid Technical Service Hours are only available for purchase for Silver or Gold Managed Services Customers. The Service plan also provides those customers with a discount applied to that rate.

Unsupported Hardware or Software will not be covered by any Managed Services Agreement. Unsupported Hardware or Software is defined as when the original Manufacturer has dropped maintenance or has stopped providing updates or fixes to their hardware or software. Examples of this would be Microsoft Windows XP, Windows 7, or Microsoft Windows Server 2008 (after January 14, 2020).

If the word "**New**" is defined by Solutions in a service order it is not covered and is considered either an Installation or a Project. Usual and Customary rates as listed under Hourly Services will apply. Examples: The Customer purchased a "**New**" Personal Computer. The customer wants to move a User's PC to a "**New**" location. The customer wants to implement a "**New**" Security Plan.

Monitoring:

Twenty-four by Seven Monitoring & Alerting - 24-hour Electronic Monitoring of the Customer Network. This includes performance thresholds, manufacturer Identified alerts and pre-failure Indicators, availability, drive space, Internet connectivity, and bandwidth (where applicable)

Application and Database Monitoring - where applicable - Monitor Applications and Database for Application Failures and notify specified customer personnel

Twenty-four by seven Desktop/Server Monitoring & Alerting for Security Issues that arise - 24-hour Electronic Monitoring of Desktops and Servers for Security Issues

Network Firewall Monitoring - 24-hour Electronic Monitoring of Firewall(s). Should threats be indicated, notify the customer of pending action that may need to be taken.

Backup - Monitoring - 24-hour Electronic Monitoring of the Backup Job that has been setup by the Customer or on the Customer's Behalf

Email Alerts to Customer specified personnel - Error & Event Logs are created, monitored and maintained. Email Alerts will be directed to specified personnel

Patch Management

Microsoft Security Patch Management - As Microsoft releases critical security patches they are loaded as soon as approved to be installed.

Microsoft OS Patch Management - Proactively install and monitor the available OS Patches available from Microsoft. Please note this is for the current supported version of the Operating system and Server software. Examples are Windows 10, Windows Server 2012, 2012 R2, Windows Server 2016 & Windows Server 2019.

Other Desktop, Server and Application Patch Management - Proactively install and monitor the available Application Patches available from Microsoft, Adobe, Oracle-Java and other selected desktop Applications. Please note this is for the current supported version of the Licensed applications only. Examples would be IE Explorer, Microsoft Office and Adobe Reader. A current list of applications will be provided upon request. Customer is responsible for Hardware and Licensing costs if required.

Security Services:

Managed Antivirus and Antispyware (Business or Enterprise Class only)- includes scheduled updates and upgrades. Only approved products are included. Check with Solutions for the approved list of products. Customer is still responsible for Licensing costs and new installations. Bundled Anti-Virus options are available as part of this Statement of Work.

Manage Active Directory Users - Manage Users, Delete Users and Manage Passwords. - This ensures that with one call your users can have their passwords reset. This does not preclude the local Administrator resetting passwords. Customer is still responsible for Licensing costs and new installations.

Security Administration - Work with your local Security Administrator to ensure that the Security is enforced across the network. (Design and delivery of Security plans are billable)

Firewall Management - Maintain and Proactively Manage Customer's Firewall and troubleshoot problems as they arise. Customer is still responsible for Hardware, Licensing costs and new installations.

Switch Management - Maintain and Proactively Manage Switches and troubleshoot problems as they arise. Customer is still responsible for Hardware, Licensing costs and new installations.

VPN Management - Maintain and Proactively Manage VPN Networks. Customer is still responsible for Hardware, Licensing costs and new installations.

Backup Services:

Backup - Automated Verification of data backup completion - 24-hour Electronic Monitoring of the Customers backup, with the addition of annually checking the backup media to ensure that the backup was complete. Notify the Customer if that has not occurred and then offer remedy at an additional cost, unless the backup is covered by a separate, additional Statement of Work: IE Datto Agreement.

Backup - Software Patch Management and Software Updates - This includes all software updates, releases and upgrades. Customer is still responsible for Licensing costs.

Additional Maintenance and Management:

Disk Cleanup & Disk Defragmentation- automated if applicable

Firewall, Switch and VPN Software Management - Includes software updates and releases - Complete Management of the Customer's Firewall, Switch and VPN Software including BIOS upgrades when needed and all upgrades and revisions. Customer is still responsible for Hardware and Licensing

Asset Management – Inventory Reports are supplied and once a year a complete breakdown of expected maintenance fees is provided (if available)

Executive Reports & Review – Upon Request, Executive Reports are supplied to the customer. Onsite Reviews will be provided as needed. Travel is billed at standard rates.

Installation & Break / Fix - All other services not covered with a Silver Agreement above will incur hourly rates. This would include any "New" Installations or "New" Projects.

			Monthly rate	Monthly Extended
	Network Rate	1	\$200.00	\$200.00
	Personal Computers, Laptops and Workstations	27	\$25.00	\$675.00
	All server instances, includes physical servers, virtual servers, Hyper-V, VMware and Linux KVM	6	\$45.00	\$270.00
	Monitored Network Devices (i.e. Firewalls, Switches, Wireless Access Points, Network Management. Would this be included in Device County for Auvik	4	\$2.00	\$8.00
	Specialized Storage Systems such as iSCSI systems, NAS and JBOD systems. This should not include devices on separate agreement - ie Datto (Contracted Backup and storage listed under Miscellaneous	0	\$10.00	\$0.00
	Printer Management is not an option at this time. We are monitoring only. Minimum Charge	10	\$1.50	\$15.00
	Miscellaneous Devices - Such as - IBM i, IBM i consoles, IMM, iLO, Onsite Manager, Other devices seen such as Watt Boxes, PDU Monitoring, , include Datto here ("Solutions" may monitor these for compliance and for risk aversion)	5	\$0.00	\$0.00
	Excluded Devices	4		
		52	Devices	\$1,168.00

- Auditor
- Assessor
- Supervisors
- Recorder
- Treasurer

- Engineer

Solutions SERVICE PLANS

2/1/2020

Prime Shift – Monday through Friday – 8:00AM to 5:00PM. Off Shift 5:01PM to 7:59 PM Monday through Friday. Double time shift - 8:00PM to 7:59AM and weekends (Saturday and Sunday).

Purpose of this Section:

The Customer wishes to budget and receive discounted services by pre-purchasing Services in \$5,000 increments.

These Credits can be applied to Level I, Level II, Level III and Level IV Services

Prepaid Services can be used for 24/7 Support

If the Customer wishes to limit which offices or organizations that are to be covered by this section "Prepaid hourly services" - Please list them here. Otherwise please leave this section blank and all of the Customer's locations will be covered.

- Auditor
- Assessor
- Supervisors
- Recorder
- Treasurer

Engineer

This Agreement DOES NOT COVER, "Solutions" Custom Programming, Custom application programming, Image Services nor Web Page Design.

RESOLUTION FOR INTERFUND OPERATING TRANSFER

Whereas, it is desired to transfer monies from the Rural Services Fund to the Secondary Road Fund, and

Whereas, said operating transfer is in accordance with section 331.432, Code of Iowa,

Now, therefore, be it resolved by the Board of Supervisors of Appanoose County, Iowa as follows:

Section 1. The sum of \$ 161,071.50 is ordered to be transferred from the Rural Services Fund to the Secondary Road Fund, effective 06-15-2020.

Section 2. The Auditor is directed to correct her books accordingly and to notify the Treasurer of this operating transfer.

The above and foregoing resolution was adopted by the Board of Supervisors of Appanoose County, Iowa, on 06-15-2020 the vote being as follows:

Ayes: _____

Nays: _____

Attest:

County Auditor

Resolution # 2020-18

WHEREAS, it has been determined by the Board of Supervisors of Appanoose County, Iowa, that Tax Sale #2020-10469: Lot Seventeen (17), Block Six (6) in J.S. Elgin's First (1st) Addition to the City of Mystic, except the coal underlying the same, located in Appanoose County is no longer needed for the purpose for which it was acquired by the County and it is in the best interest of the county that said property be sold:

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

1. That a public hearing be held July 7, 2020 at _____ A.M. in the Appanoose County Courthouse to consider the sale of the above-described property upon motion by _____ and seconded by _____.
2. That following the public hearing an auction will be held in which the property will be sold to the highest bidder with the county reserving the right to accept or reject any or all bids; who will also pay the current year's taxes, the cost of publication of this notice and the cost of recording the deed.
3. That the Appanoose County Auditor is hereby authorized and directed to publish a notice of public hearing on said proposal to convey and sell property no less than four nor more than twenty days prior to that date of such hearing.
4. This resolution shall become effective upon its passage and publication.

Passed and adopted this 15th day of June 2020.

Ayes: _____

Nays: _____

ATTEST: _____

County Auditor

ORDINANCE NUMBER ZOMA 0615-01

*Prepared & Certified by Elizabeth Burgin, Appanoose County Zoning Administrator
Return to Appanoose County Zoning, 201 N. 12th St., Centerville, IA 52544*

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP, WHICH IS CONSIDERED PART OF THE APPANOOSE COUNTY, IOWA RATHBUN RESERVOIR ZONING DISTRICT ORDINANCE, ORDINANCE #31, ADOPTED APRIL 6, 1970, BOOK 39 MISCELLANEOUS, PAGE 545 will be heard June 15, 2020 at 9:00 am. in the Board of Supervisors Office of the Appanoose County Courthouse, 201 N 12th, Centerville IA. The Amendment will read as follows:

- SECTION 1. RESCISSION. This Ordinance rescinds the current zoning designation, "Residential" on the Lanner Voss & Codi Voss property legally described as: Pt. NW SE known as Lot 1 Desc. as com: 1528' W of NE Cor NE SE then S 927' located in Section 6, Township 70 North, Range 18 West of the 5th Principal Meridian, Appanoose County, Iowa on the Official Zoning Map as was adopted on April 6, 1970.
- SECTION 2. ADOPTION. This Ordinance adopts in lieu thereof a new zoning designation, "Commercial", for the properties legally described above, on the Official Zoning Map.
- SECTION 3. INTEGRATION WITH CODE. Each section, provision or part of this Ordinance which is followed by a section number shall be inserted in the Appanoose County Zoning Ordinance (Ordinance 31), adopted on April 6, 1970 as indicated by said section number and hereafter shall be cited by reference to said section number.
- SECTION 4. REPEALER. All ordinances and resolutions, parts thereof or amendments thereto, in conflict with this Ordinance are hereby repealed.
- SECTION 5. SEVERABILITY OF REPEALER. All ordinances and resolutions, parts thereof or amendments thereto, not directly affected by this Ordinance shall remain in full force and effect.
- SECTION 6. SEVERABILITY. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such section, provision, or part shall be severable from the rest of the Ordinance, and such adjudication shall not affect the validity of the ordinance as a whole, or any section, provision, or part not adjudged invalid or unconstitutional.
- SECTION 7. EFFECTIVE DATE. This Ordinance shall be in full force and effect after its final passage and publication as provided by law.

PUBLIC HEARING AND FIRST PASSAGE (READING) on June 15, 2020

SECOND PASSAGE (READING) on _____

THIRD AND FINAL PASSAGE (READING) AND ADOPTION on _____

Board of Supervisors Chair

County Auditor

ORDINANCE NUMBER ZOMA 0615-02

*Prepared & Certified by Elizabeth Bugin, Appanoose County Zoning Administrator
Return to Appanoose County Zoning, 201 N. 12th Centerville, Iowa 52544*

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP, WHICH IS CONSIDERED PART OF THE APPANOOSE COUNTY, IOWA RATHBUN RESERVOIR ZONING DISTRICT ORDINANCE, ORDINANCE #31, ADOPTED APRIL 6, 1970, BOOK 39 MISCELLANEOUS, PAGE 545 will be heard June 15, 2020 at 9:00 am. in the Board of Supervisors Office of the Appanoose County Courthouse, 201 N 12th, Centerville IA. The Amendment will read as follows:

- SECTION 1. RESCISSION. This Ordinance rescinds the current zoning designation, "Agricultural" on the Ronald Fiske & Charlotte M Revocable Trust & Janet Acheson, Trustee property legally described as:
Pt SW 1/4 NE 1/4, Parcel "A" located in Section 12, Township 70 North, Range 18 West of the 5th Principal Meridian, on the Official Zoning Map as was adopted on April 6, 1970.
- SECTION 2. ADOPTION. This Ordinance adopts in lieu thereof a new zoning designation, "Residential", for the properties legally described above, on the Official Zoning Map.
- SECTION 3. INTEGRATION WITH CODE. Each section, provision or part of this Ordinance which is followed by a section number shall be inserted in the Appanoose County Zoning Ordinance (Ordinance 31), adopted on April 6, 1970 as indicated by said section number and hereafter shall be cited by reference to said section number.
- SECTION 4. REPEALER. All ordinances and resolutions, parts thereof or amendments thereto, in conflict with this Ordinance are hereby repealed.
- SECTION 5. SEVERABILITY OF REPEALER. All ordinances and resolutions, parts thereof or amendments thereto, not directly affected by this Ordinance shall remain in full force and effect.
- SECTION 6. SEVERABILITY. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such section, provision, or part shall be severable from the rest of the Ordinance, and such adjudication shall not affect the validity of the ordinance as a whole, or any section, provision, or part not adjudged invalid or unconstitutional.
- SECTION 7. EFFECTIVE DATE. This Ordinance shall be in full force and effect after its final passage and publication as provided by law.

PUBLIC HEARING AND FIRST PASSAGE (READING) on **June 15, 2020**

SECOND PASSAGE (READING) on _____

THIRD AND FINAL PASSAGE (READING) AND ADOPTION on _____

Board of Supervisors Chair

County Auditor

OFFICE OF THE

Appanoose County Auditor

KELLY HOWARD

COURTHOUSE
201 N. 12th St., Rm 11
CENTERVILLE, IOWA 52544

Phone (641) 856-6191
Fax (641) 856-8023
khoward@appanoosecounty.net

June 8, 2020

To Residents of Appanoose County

Re: Canvass of 6/2/2020 Primary Election

Following the canvass of the 6/2/2020 Primary Election the following candidates have secured their nomination:

Republican:

Board of Supervisors (Vote for Two): Linda Demry & Mark McGill

County Auditor: Kelly Howard

County Sheriff: Gary D. Anderson

Democrat:

Board of Supervisors (Vote for Two): Richard J. Burger & Kristopher Lee Hoffman

The following offices are still open following the 6/2/2020 Primary Election:

Republican:

None

Democrat:

County Auditor

County Sheriff

Submitted by:

Kelly Howard

Appanoose County Auditor &

Commissioner of Elections

Post-Election Audit Report / Auditor Certification

Primary 6/2/2020
Name / Date of Election

Appanoose
County Name

Johns / Independence
Precinct Name

U.S. Senator 6/5/2020
Office Audited / Date of Audit

1. Audit Board Member Oath

I, [state your name], do solemnly swear or affirm that I will impartially, and to the best of my knowledge and ability, perform the duties of audit board member of this election, and will studiously endeavor to prevent fraud, deceit, and abuse in the conduct of the audit.

Audit board member signature Susan McDaniel

Audit board member signature Kathy Ciddlebaugh

Audit board member signature Jewell L. Coburn

Audit board member signature _____

Audit board member signature _____

2. Certification of Ballot Seals

The seal/seals on ballot container was/were intact with no evidence of tampering.

Auditor/designee signature Kathy Howard

Audit board member signature Susan McDaniel

Audit board member signature Kathy Ciddlebaugh

Audit board member signature Jewell L. Coburn

Audit board member signature _____

Audit board member signature _____

3. Certification # Ballots Delivered to Audit Board

Ballots: election night tabulator report: 26

Ballots: counted/delivered to audit board: 26

Auditor/designee signature Helly Howard

Absentee & Special Voters Precinct only

Ballots: audit day tabulator report: _____

Ballots: counted/delivered to audit board: _____

Auditor/designee signature _____

Audit board member signature _____

Audit board member signature _____

Audit board member signature _____

Audit board member signature _____

Audit board member signature _____

4. Election Night Count of Votes (from Tally Book)

Votes 22 Candidate Joni Ernst (R)

Votes 0 Candidate Michael Franken (D)

Votes 1 Candidate Kimberly Graham (D)

Votes 2 Candidate Theresa Greenfield (D)

Votes 0 Candidate Eddie J. Mauro (D)

Votes 0 Candidate Cal Woods (D)

Write-ins 1 - REP

Over Votes 0

Under Votes 0

Total Votes 26

5. Audit Board Count of Votes

# Votes	<u>22</u>	Candidate	<u>Joni Ernst (R)</u>
# Votes	<u>0</u>	Candidate	<u>Michael Franken (D)</u>
# Votes	<u>1</u>	Candidate	<u>Kimberly Graham (D)</u>
# Votes	<u>2</u>	Candidate	<u>Theresa Greenfield (D)</u>
# Votes	<u>0</u>	Candidate	<u>Eddie J. Mauro (D)</u>
# Votes	<u>0</u>	Candidate	<u>Cal Woods (D)</u>
# Write-ins	<u>1 Rep</u>		
# Over Votes	<u>0</u>		
# Under Votes	<u>0</u>		
# Total Votes	<u>26</u>		

6. County Auditor Certification of Ballots Counted/Returned

Ballots counted/returned from audit board: 26
Auditor/designee signature Kelly Howard

7. Audit Board Certification

We performed a post-election audit of all ballots cast in the above precinct and election and hereby certify the results to the county auditor. We further certify that we have resealed the audited ballots, pursuant to Iowa law, and have transferred custody back to the county auditor.

Audit board member signature Susan McDaniel
Audit board member signature Kathy Cridlebaugh
Audit board member signature Jewell R. Cochrane
Audit board member signature _____
Audit board member signature _____

County Auditor Election Certification

As County Auditor, I hereby certify I have performed the following duties regarding the preparation for and conduct of the above election:

5/22/2020
Date

1) I performed and/or supervised the testing of the voting equipment, as required under Iowa Code Section 52.35

5/23/2020
Date

2) I conducted and/or supervised the training course for all election personnel, as required under Section 49.124

5/13/2020
Date

3) I published or caused to be published the required notices as required under Section 49.53

4) Each polling place in the County met accessibility standards, as required under Section 49.21

5) I complied with administrative rules adopted by the Secretary of State under Chapter 52, including having a written voting security plan

6) I have notified the Secretary of State of each suspected incidence of election misconduct that I have referred to other agencies or law enforcement for investigation.

County name

Appanoose

Name / date of election

Primaries 6/2/2020

Certification date:

6/8/2020

County Auditor signature

Kelly Howard