

OFFICE OF THE

Appanoose County Auditor

KELLY HOWARD

COURTHOUSE
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**Meeting Agenda
December 7, 2020**

The Appanoose County Board of Supervisors will meet Monday, December 7, 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 November 16, 2020 meeting
4. Approve reports: 11/27 payroll
5. Approve bills
6. Approve Cigarette Permit: BK's Boathouse Inc.
7. Set Public Hearing ZOMA 0615-04 (from Ag to Commercial)
8. Set Public Hearing Final Plat: Main Station Subdivision
9. Set Public Hearing Ordinance 51: EMS Surtax
10. Set Public Hearing FY21 County Budget Amendment
11. Approve Depository Trust Company Blanket Issuer Letter of Representation
12. Approve Judicial Branch Conference System Installation Sign Off
13. Approve Voiding Outstanding Disbursement older than 1 year (#29066)
14. Approve Voiding/Reissuing Outstanding Disbursements less than 1 year old
15. 9:15 A.M. Public Hearing for 28E Agreement between City of Centerville and Appanoose County regarding the Construction, Use and Operation of a Law Enforcement Center
16. County Engineer Report
 - a. Closed Bridge and Replacement Options
 - i. Mitch McCoy: Petition to Repair 550th St Bridge
 - b. Approve IDOT SWAP Funding Agreement #5-20-HBP-SWAP-051; Project BROS-SWAP-C004(112)-FE-04
17. Public Comments
18. Adjourn

Posted 12/2/2020

November 16, 2020

Appanoose County Board of Supervisors met in regular session November 16, 2020 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Linda Demry, Chairwoman, Neal Smith and Jeff Kulmatycki, Boardmembers. Absent: none.

Meeting started with the Pledge.

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

Kulmatycki motioned to approve the minutes from the November 2, 2020 meeting. Seconded by Smith. All voted aye.

Smith motioned to approve 11/13 and October Prisoner Room & Board. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve the bills. Seconded by Smith. All voted aye.

Ahlers & Cooney	Contrib. & Purchase Serv	2246.00
Albia PreK & Daycare	Community Support Program	1870.00
Alliant	Electric Light & Power	1295.32
Amazon	Jail Equip. & Furniture	119.85
American Legion 407	Polling Places	50.00
APCO Intn'l	Educational & Train.Serv.	96.00
App Co ISU Ext	Community Support Program	697.66
App Co Pub Hlth	Off. Equip Repair & Maint	60.00
Serv Agency	Salary-Regular Employees	4411.05
App Co Treas	Off. Supplies & Forms	743.34
App Comm Care	Homemaker-Home Health Aid	4760.95
Bailey Off	Off. Supplies & Forms	159.92
Denise Ballanger	Election Official Comp	236.75
L Ballanger	Election Official Comp	305.80
Banleaco	Off. Supplies & Forms	428.57
M Benjamin	Election Official Comp	304.00
Michael Bouma	Mileage & Transp. Expense	531.95
C Bradley	Election Official Comp	210.00
J Bradley	Election Official Comp	230.00
J Bradley	Election Official Comp	239.00
L Bradley	Election Official Comp	210.00
M Braster	Election Official Comp	230.00
Bratz Oil	Vehicle Repair & Maintce	62.92
Card Services	Park Maint. & Supplies	614.09
CarQuest	Park Maint. & Supplies	45.98
Cville Cares Coronavirus Food	Contrib. & Purchase Serv	2279.89
Cville Iron	Park Maint. & Supplies	197.40
Cville Wtrwks	Water & Sewer	59.23
C'ville Produce & Feed	Park Maint. & Supplies	215.60
Cville Senior Lofts	Rent Payments	483.00
Chariton Valley Elec	Electric Light & Power	309.45
City Cville	Salary-Regular Employees	6354.81
Ted Clark Plumbing	Jail Equip. & Furniture	360.00
CocoBeen Reptiles & Feeders	Park Maint. & Supplies	35.00
J Cohrs	Mileage & Transp. Expense	20.88
L Coltrain	Election Official Comp	275.20
M Conkity	Election Official Comp	324.34
C Cossolotto	Election Official Comp	235.85
K Cossolotto	Election Official Comp	254.50
S Cossolotto	Election Official Comp	230.00
M Coulter	Election Official Comp	230.00

K Cridlebaugh	Election Official Comp	230.00
Davis Co Sch	Community Support Program	800.00
Davis Co Daycare	Community Support Program	1536.00
Davis Co ISU Ext	Community Support Program	304.14
Davis Co Sheriff	Medical & Health Services	9029.98
K Davis	Election Official Comp	110.00
A Dittmer	Election Official Comp	210.00
B Dittmer	Election Official Comp	250.00
E Dittmer	Election Official Comp	230.00
C Dixon	Election Official Comp	250.00
J Dove	Election Official Comp	239.00
Emergency Services Marketing	E911 Other Capital Expens	2725.00
J Faora	Building Repair & Maintce	87.00
Finish Line	Fuels	245.50
S Fitzgerald	Election Official Comp	12.60
Fogle TV	Air Cond. Systems	930.09
C Foster	Election Official Comp	268.00
A Fraser	Election Official Comp	230.00
A Gearin	Election Official Comp	16.20
S Gillick	Election Official Comp	240.80
D Glenn	Election Official Comp	221.16
S Golic	Election Official Comp	233.15
P Gray	Election Official Comp	240.80
E Halterman	Election Official Comp	240.80
L Hamlin	Election Official Comp	110.00
C Havens	Election Official Comp	266.00
J Havens	Election Official Comp	257.00
Hills San	Garbage Serv	564.00
J Hinojosa	Building Repair & Maintce	180.00
Kelly Howard	Mileage & Transp. Expense	66.55
B Howington	Mileage & Transp. Expense	263.50
M A Hurley	Election Official Comp	237.20
Hy-Vee	Food Preparation Service	5021.00
Impressive Designs	Contract Services	220.00
Iowa AEYC	Community Support Program	5.19
Iowa HSEMB	Construction & Maint.	13788.00
IA ME	Medical & Health Services	80.00
J Jay	Election Official Comp	290.50
B Kauzlarich	Election Official Comp	150.00
Kids World	Community Support Program	1806.70
S Kirby	Election Official Comp	251.60
B Kirkpatrick	Election Official Comp	156.39
C Knorr	Election Official Comp	234.50
G Krsnak	Election Official Comp	150.00
S Larson	Election Official Comp	235.40
LexisNexis	Dues & Memberships	100.00
Lockridge	Election Supplies	1135.37
Mail Serv	Off. Equip Repair & Maint	390.27
A Maldonado	Election Official Comp	243.50
Marion Co Pub Hlth	Community Support Program	2220.64
D Marlin-McGregor	Election Official Comp	20.00
R Martin	Election Official Comp	96.30
S McDanel	Election Official Comp	234.50
J McDanolds	Election Official Comp	249.80
P Mitchell	Election Official Comp	230.00
MMIT	Off. Equip Repair & Maint	138.37
Monroe Pub Hlth	Community Support Program	3711.12

Monroe Sheriff	Food Preparation Service	1350.00
Monroe Co ISU Ext	Community Support Program	66.90
A Moore	Election Official Comp	125.30
Moravia Union	Typing-Print.-Bind.Serv.	709.30
D Moritz	Election Official Comp	210.00
G Moritz	Election Official Comp	230.00
P Morrow	Election Official Comp	150.00
Myers Custom Signs	Transportation	85.00
NAPA	Park Maint. & Supplies	38.76
Natel	Telephone & Telegr.Serv.	55.00
NENA	Educational & Train.Serv.	142.00
STEVEN SHAWN ODEN	Election Official Comp	8.51
G Odgen	Election Official Comp	243.50
Orchard Pl	Community Support Program	2228.25
Ottumwa Courier	Official Pub.& Legal Not.	575.94
PATC	Off. Supplies & Forms	220.00
Petty C-Sheriff	Postage & Mailing	26.35
Prof Computer	Off. Equip Repair & Maint	39.95
Quill	Election Supplies	514.32
RACOM	Radio and related equipme	91.50
RASWC	Garbage Serv	20.00
RRWA	Water & Sewer	25.75
Ray O'Herron	Uniforms	619.79
L Ray	Election Official Comp	243.50
Risher Taxidermy	Park Maint. & Supplies	550.00
River Hills	Medical & Health Services	211.00
L RUTHERFORD	Election Official Comp	244.40
SCICAP	Community Support Program	29323.94
Secretary of State	Off. Supplies & Forms	30.00
D Sherrard	Election Official Comp	9.00
K Sherrard	Election Official Comp	277.00
SIEDA	Community Support Program	2923.98
Simmons Bldg Materials	Election Supplies	143.66
Sinclair Tractor	Park Maint. & Supplies	228.70
K Smith	Mileage & Transp. Expense	19.35
N Smith	Mileage & Transp. Expense	55.80
So Central Behavioral Hlth	Disb between MHDS Reg & c	112174.75
E Spencer	Election Official Comp	240.80
M Stickler	Election Official Comp	239.00
Storey Kenworthy	Election Supplies	48.25
Tharp Funeral Home	Funeral Services	900.00
Thomas Funeral Home	Funeral Services	455.00
D Thomas	Election Official Comp	239.90
M Thomas	Election Official Comp	5.40
J Thompson	Election Official Comp	243.50
R Tisue	Medical Supplies	55.35
Tri-County Fire Equip	Building Repair & Maintce	278.00
US Bank	Election Supplies	391.79
US Cellular	Contract Services	543.63
USPS	Office Space	92.00
K Walker	Election Official Comp	230.00
Wayne Co Sheriff	Food Preparation Service	495.00
Weston Heating	Jail Equip. & Furniture	497.67
Wex Bank	Mileage & Transp. Expense	122.64
P White	Election Official Comp	248.00
J Willier	Legal & Ct-Related Serv.	3165.00
C Wilson	Election Official Comp	250.00

Windstream	Telephone & Telegr.Serv.	1472.65
Your Square Deal	Building Repair & Maintce	1926.00
Grand Total		250358.70

Smith motioned to approve the data acquisition agreement with Verisk Analytics. Seconded by Kulmatycki. All voted aye.

Smith motioned to approve the Regional Conservation Partnership Program (RCPP) with in-kind support. Seconded by Kulmatycki. All voted aye.

Smith motioned to accept the preliminary plat for the Main Station Subdivision. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to accept the resignation of Scott Squires from the Conservation Department effective October 30, 2020. Seconded by Smith. All voted aye.

Smith motioned to approve Group Benefit Partners for 2021 health insurance, (100% same) dental coverage, and vision coverage at the cost of the employee. Seconded by Kulmatycki. All voted aye.

Smith motioned to approve the 2020 Disabled Vet Homestead Tax Credit Applications. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve the 2020 Family Farm Credit Applications. Seconded by Smith. All voted aye.

Smith motioned to approve the CDBG Grant invoice. Seconded by Kulmatycki. All voted aye.

Smith motioned to approve the order of a countywide recount of the U.S. Representative District 2 race from the 11/3/2020 General Election. Seconded by Kulmatycki. All voted aye.

Smith motioned to appoint Brad Skinner as Appanoose County Flood Plains Manager. Seconded by Kulmatycki. All voted aye.

Smith motioned to set the public hearing for the 28E Agreement between the City of Centerville and Appanoose County regarding the construction, use and operation of a law enforcement center for 12/7/2020 at 9:15 A.M. Seconded by Kulmatycki. All voted aye.

Smith motioned to open the 9:15 public hearing for the reclassification of a portion of 140th. Seconded by Kulmatycki. All voted aye. Skinner received the petition from the landowners to reclassify from a Level B to a Level C. No public objections were received. Kulmatycki motioned to close the public hearing at 9:17 A.M. Seconded by Smith. All voted aye. Smith motioned to approve Resolution #2020-30. Seconded by Kulmatycki. All voted aye.

Resolution 2020-30

RESOLUTION FOR REDUCED LEVEL OF MAINTENANCE TO AREA SERVICE "C" ROAD

WHEREAS, Appanoose County desires to classify certain roads on the area service system in the County to provide for a minimal level of maintenance and access by means of a gate or barrier; and

WHEREAS, the County, after consultation with the County Engineer, has the authority to specify certain roads within the County as Area Service "C" roads pursuant to Iowa Code Section 309.57; and

WHEREAS, the only persons who will have access rights to the road shall be:

- (1) the owner, lessee or person in lawful possession of any adjoining land,
- (2) the agent or employee of the owner, lessee or person in lawful possession of any adjoining land,
- (3) any peace officer,
- (4) any magistrate,
- (5) any public employee whose duty it is to supervise the use or perform maintenance of the road,
- (6) any agent or employee of any utility located upon the road.

WHEREAS, minimal level of maintenance will be as follows:

1. Blading. Blading or dragging will not be performed on a regular basis.

2. Snow and Ice Removal. Snow and ice will not be removed, nor will the road surface be sanded or salted on a regular basis.
3. Signing. Except for load limit posting on bridges, signing shall not be continued or provided. All Area Service "C" roads shall be identified with a sign at all points of access to warn the public of the lower level of maintenance.
4. Weeds, Brush and Trees. Mowing or spraying weeds, cutting brush and tree removal will not be performed on a regular basis. Adequate sight distances will not be maintained.
5. Structures. Bridges and culverts may not be maintained to carry legal loads. Upon failure or loss, the replacement structure will be for appropriate for the traffic thereon.
6. Road Surfacing. There will be no surfacing materials applied to Area Service System C roads on a regular basis.
7. Shoulders. Shoulders will not be maintained on a regular basis.
8. Crown. A crown will not be maintained on a regular basis.
9. Repairs. There will be no road repairs on a regular basis.
10. Uniform Width. Uniform width for the traveled portion of the road will not be maintained.
11. Inspections. Regular inspections will not be conducted.

THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF APPANOOSE COUNTY that this County does hereby establish the road described as an Area Service "C" road, with restricted access and a minimal level of maintenance.

140th Ave. beginning at the intersection of 450th St. thence North approximately 0.27 miles to the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 27 T70N R19W.

Resolution adopted this 16th day of November, 2020

/s/: Linda Demry, Chairperson, Board of Supervisors

Attest:/s/Kelly Howard, County Auditor

County Engineer, Brad Skinner, provided an update to the board. The North Shore Bridge pylons on 400th Street are driven. It will be ready for concrete next week. He is working on a book for new supervisors that lists major topics and adopted policies in the department. He will be presenting bridge recommendations next meeting. There are currently six bridges closed due to structural deficiencies. He would like to go ahead and use Brown's to rebuild M10. They quoted \$50,000. CAT was \$120,000. It is covered in their current budget. Demry asked Skinner to look at the Davis Road. Skinner stated he will look at it. Smith asked about the railroad crossing. Skinner stated Randall was on vacation last week but it should be eminent. Smith asked about a driveway pipe on 495th. Skinner stated there was one approved on 495th.

John Hansen from Midwest Constructions provided an update on the jail project. There were changes to the design and he will meet with the engineer tomorrow. Construction documents will be ready in January for a February bid. Geotechnical investigation quotes were compared. Smith motioned to accept Klinger's quote for \$5,000. Seconded by Kulmatycki. All voted aye. He will be looking for a civil engineer. Demry asked about new floor plans. They are posted in the board office.

The Veterans Affairs Commission was present to discuss office space. The commission requested the board see the space at Homestead before making a decision. It was tabled.

Stephanie Koch, CDC Coordinator, stated the Governing Board will meet the 19th in Ottumwa at 10:30 A.M. Adult and Children Advisory will meet 12/3 at 1 and 2 P.M. CIT training will be held the 7th – 11th in Ottumwa. She continues to see walk-ins but most are making appointments.

Roger Shindell from Carosh provided a HIPAA update to the board. Smith motioned to approve the engagement letter with Carosh. Seconded by Kulmatycki. All voted aye.

Public Comments: Demry provided a COVID-19 update from Public Health. 205 have recovered, 4 deaths, 598 cases as of yesterday leaving 388 active. The board requested signs be posted on the doors requiring face coverings. The Sheriff and Engineer requested updates on approving subdivisions.

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

The Board adjourned to meet at the call of the Auditor at 10:17 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

Instructions on the reverse side

For period (MM/DD/YYYY) 11/19/20 through June 30, 2021

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA BKs Boat House Inc
Physical Location Address 16999 Hwy J18 City Moravia ZIP 52571
Mailing Address 17587 Lakeshore Dr City Moravia State IA ZIP 52571
Business Phone Number 641-724-3762

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP BKs Boat House Inc
Mailing Address 17587 Lakeshore Dr City Moravia State IA ZIP 52571
Phone Number 515-708-0176 Fax Number _____ Email bk@bksboathouse.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒
Types of Products Sold: (Check all that apply)
Cigarettes ☒ Tobacco ☐ Alternative Nicotine Products ☐ Vapor Products ☐

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☒ Tobacco store ☐
Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Bryan Kinner Name (please print) _____
Signature BK Pres. Signature _____
Date 11-19-20 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New ☐ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Appanoose County Zoning

Appanoose County Courthouse

201 N. 12TH ST. Centerville, IA

bburgin@appanoosecounty.net

PH: 641.437.4529 FAX: 641.856.3062

11/20/2020

I would like to be put on the Agenda for the Board of Supervisors meeting on 12/7/2020 to set a public hearing for ZOMA 0615-04 for Jim Lindsey & Lisa Robb, the changing of a parcel from Ag to Commercial.

Thank you,

Beth Burgin

Zoning Administrator

ORDINANCE NUMBER ZOMA 0615-04

*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 at _____ 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, "Agriculture" on the Jim Lindsey & Lisa Robb property legally described as:
W 33AC SW SW EXC CHURCH LOT & EXC EAS & EXC COM AT A PT
172.75' N OF SW COR SW 18-70-17 TH E 479.5' TH N 24' TH W 479.5' TH S TO
PT OF BEG & EXC PARCEL "A" 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) _____

SECOND PASSAGE (READING) _____

THIRD AND FINAL PASSAGE (READING) AND ADOPTION _____

Board of Supervisors Chair

County Auditor

ORDINANCE NUMBER 51

WHEREAS, a vote of the majority of voters of Appanoose County on November 5, 2019 approved a Public Measure that Appanoose County impose a local option income surtax for emergency medical services at a rate of one percent (1%) on the state individual income tax of each individual residing in the County for five (5) consecutive years beginning January 1, 2021.

WHEREAS, current funding of emergency medical services in Appanoose County is inadequate to provide needed new and replacement equipment.

WHEREAS, this funding shortfall would lead to reduced or inadequate emergency medical services for the people of Appanoose County.

IT IS THEREFORE ORDAINED that acting pursuant to Section 422D of the 2020 Code of Iowa a surtax of one percent (1%) shall be imposed upon the individual income tax of each individual residing in the County for five (5) consecutive years beginning January 1, 2021. The Iowa Department of Revenue shall administer this tax as provided in Section 422D.3 of the Code of Iowa.

IT IS FURTHER ORDAINED that money collected by this measure shall be held in a separate trust fund for the maintenance and improvement of emergency medical services in Appanoose County and such funds shall be distributed by the Appanoose County Board of Supervisors based on these described needs and in a manner not inconsistent with Section 422D.6.

IT IS FURTHER ORDAINED that those applicable provisions of Section 422, Division II, of the Code of Iowa are hereby adopted by reference in this ordinance for the computation and administration of this surtax.

THE FORGOING ORDINANCE #51 IS DULY ADOPTED AND PASSED AS FOLLOWS:

READ THE FIRST TIME AND PASSED _____

READ THE SECOND TIME AND PASSED _____

FINAL READING AND PASSAGE _____

DATE OF PUBLICATION _____

APPANOOSE COUNTY, IOWA

BY: _____ Linda Demry, Chairperson

_____ Neal Smith, Boardmember

_____ Jeff Kulmatycki, Boardmember

ATTEST: _____ Kelly Howard, County Auditor

The Depository Trust Company

A subsidiary of the Depository Trust & Clearing Corporation

BLANKET ISSUER LETTER OF REPRESENTATIONS

(To be completed by Issuer and Co-Issuer(s), if applicable)

APPANOOSE COUNTY, IOWA

(Name of Issuer and Co-Issuer(s), if applicable)

(Date)

The Depository Trust Company
18301 Bermuda Green Drive
Tampa, FL 33647
Attention: Underwriting Department

Ladies and Gentlemen:

This letter sets forth our understanding with respect to all issues (the "Securities") that Issuer shall request to be made eligible for deposit by The Depository Trust Company ("DTC").

Issuer is: **(Note: Issuer shall represent one and cross out the other.)**

~~incorporated in~~ formed under the laws of State of Iowa.

To induce DTC to accept the Securities as eligible for deposit at DTC, and to act in accordance with DTC's Rules with respect to the Securities, Issuer represents to DTC that issuer will comply with the requirements stated in DTC's Operational Arrangements, as they may be amended from time to time.

Note:

Schedule A contains statements that DTC believes accurately describe DTC, the method of effecting book-entry transfers of securities distributed through DTC, and certain related matters.

Very truly yours,

Appanoose County, Iowa

(Issuer)

By: _____
(Authorized Officer's Signature)

(Print Name)

201 North 12th Street #11

(Street Address)

Centerville Iowa USA 52544

(City) (State) (Country) (Zip Code)

(Phone Number)

(E-mail)

DTCC

Address)

SAMPLE OFFERING DOCUMENT LANGUAGE
DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

(Prepared by DTC--bracketed material may be applicable only to certain issues)

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities. [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.]

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

SCHEDULE A
(To Blanket Issuer Letter of Representations)

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.]

[6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

[9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to [Tender/Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender/Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to [Tender/Remarketing] Agent's DTC account.]

10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.



**Iowa County Courts
Full Courtroom System Package**

Scope of Work:

A 7" desktop control panel will be placed at the clerk's desk or judge's bench whichever is appropriate. The control panel talks to the processor. The panel has all the functions to control the system. Power on/off, source select, and audio system controls.

An equipment rack is normally placed under or very near the clerk's desk. This rack is approximately 24" x 24" x 24" and electrical power is needed at that location.

The Control System Processor is the brains of the system; this device will be mounted in the equipment rack and connect to all the other equipment.

The Professional Audio Mixer with DSP and Echo Cancellation will be mounted in the equipment rack. This device controls and routes the audio and controls the audio conferencing.

A Bench Conferencing Microphone and five 12" Gooseneck Microphones are provided (Judge, witness, plaintiff, defense, and lectern). These have a weighted base and a short length of cable so they can be moved a foot or two in any direction as needed.

Five Microphone and Speaker boxes will be provided; these are the connection points for the microphone and the five small desktop speakers. The speakers have a local volume control. Four recessed ceiling speakers are provided and will be mounted over the jury and/or gallery.

Four Fixed HD Cameras (Judge, Witness, Plaintiff, Defendant) are provided. The camera view can be switched via the touch panel to display in the virtual meeting.

An Audio Video Bridge to PC over USB connection box will sit in the equipment rack and provide A/V for software video conference on the court provided PC.

A Digital Presenter (aka document camera or Elmo) is provided to present evidence. The image from this doc cam can be switched via the touch panel to display on the virtual meeting and/or on the two 65" displays and/or the 22" display at the judge's bench or the 22" display at the witness bench.

The two 65" displays will be mounted in such a way to allow viewing by the jury, the plaintiff, and defendant. If a mounting location can be done for viewing by the gallery, we will do so but that is not the priority. This is dependent on each courtroom layout and CTI will adjust to the will and needs of each.

Electrical power for the displays needs to be provided. An electrical contractor can be scheduled to work concurrently with CTI to locate and provide the outlets.

A network drop is required at the equipment rack; if audio conferencing outside of the web-conferencing is needed, the courts will need to provide a phone line at the equipment rack.

The utmost care will be taken to conceal all cabling and minimize aesthetic disruption of the courtroom however some cabling may be exposed especially over floors. Several cable cover devices are available to secure the cable.

It will be the responsibility of the Court to dispose of all old equipment. Conference Technologies can provide consultation and relocation/installation of the removed equipment if desired but that will be done on a case by case basis and apart from this contract.

System Installation Sign Off

The judicial branch has selected a vendor to install a "Full Courtroom" conferencing system in your county. See the attached document for a complete description of the system and functionality.

Before installation can begin, this form must be completed and signed by a judicial officer and a county representative (such as the auditor, county attorney, a member of B.O.S, or maintenance). Explain any "No" answers in the space provided. Sign and date the form and return to Valentina.Kunkel@iowacourts.gov.

County Name: Type county name here.

Statement	Judicial Officer	County Representative
1. Do you approve the installation of the Full Courtroom system (described in the attached document) on the County premises?	<input type="checkbox"/> Yes <input type="checkbox"/> No If No, explain: Click here to enter text.	<input type="checkbox"/> Yes <input type="checkbox"/> No If No, explain: Click here to enter text.
2. Do you understand that some cabling may run over the floor (e.g., near the counsel tables)?	<input type="checkbox"/> Yes <input type="checkbox"/> No If No, explain: Click here to enter text.	<input type="checkbox"/> Yes <input type="checkbox"/> No If No, explain: Click here to enter text.
3. Do you understand you can purchase and apply covers for the exposed cabling?	<input type="checkbox"/> Yes <input type="checkbox"/> No If No, explain: Click here to enter text.	<input type="checkbox"/> Yes <input type="checkbox"/> No If No, explain: Click here to enter text.
4. Will the county assist with any electrical needs (power outlets, etc.), if necessary?	Not applicable.	<input type="checkbox"/> Yes <input type="checkbox"/> No If No, explain: Click here to enter text.

Signatures

Judicial officer: I, Type name. , authorize and approve the Full Courtroom system installation.

Type title.	Type date.
Signature	Date

County representative: I, Type name. , authorize and approve the Full Courtroom system installation.

Type title.	Type title.
Signature	Date

Date - 11/25/20
Time - 8:39:17

APPANOOSE COUNTY - Accounting
Disbursements Outstanding
As of 6/30/2020

Program - AA20221
Page - 1

Fiscal Yr 2019/2020

Fund ____

Sorted by Disbursement

Disb#	Fund	Issued	Fiscal Year	Vendor#	Name	Amount	Status	Date	Audit#
29066	01000	07/01/2019	2019/2020	V 1352	SHAUN CASSADY	20.00			24496
31504	20000	11/18/2019	2019/2020	V - 1231	ALLIANT ENERGY	649.88	Redeemed	09/17/2020	30817
33020	11000	02/18/2020	2019/2020	V 7493	RANDALL EDDY	20.00			27245
33529	11000	03/16/2020	2019/2020	V 1352	SHAUN CASSADY	20.00			27608
33554	11000	03/16/2020	2019/2020	V 7493	RANDALL EDDY	20.00			27633
33606	11000	03/16/2020	2019/2020	V 1925	RANDY MCDANOLDS	20.00			27685
34042	11000	04/06/2020	2019/2020	V 7728	RICHARD TAYLOR	40.00	Redeemed	09/08/2020	27972
34670	01000	05/18/2020	2019/2020	V 320	BRATZ AUTOMOTIVE	461.00	Redeemed	07/07/2020	28380
34693	60500	05/18/2020	2019/2020	V 821	DAVIS CO COMMUNITY SCHOOLS	2,248.69	Redeemed	08/20/2020	30434
34792	11000	05/29/2020	2019/2020	E 20003	RICHARD D WILSON	18.47	Redeemed	07/22/2020	28502
35114	01000	06/15/2020	2019/2020	V 160	APPANOOSE CO SECONDARY ROADS	1,252.79	Redeemed	07/08/2020	28671
35114	61000	06/15/2020	2019/2020	V 160	APPANOOSE CO SECONDARY ROADS	120.00	Redeemed	07/08/2020	28671
35114	11000	06/15/2020	2019/2020	V 160	APPANOOSE CO SECONDARY ROADS	1,209.10	Redeemed	07/08/2020	28671
35158	20000	06/15/2020	2019/2020	V 4892	CITY OF UNIONVILLE	245.33	Redeemed	07/08/2020	28715
35161	01000	06/15/2020	2019/2020	V 1893	COCOBEE REPTILES & FEEDERS	158.50	Redeemed	07/17/2020	28718
35164	60500	06/15/2020	2019/2020	V 821	DAVIS CO COMMUNITY SCHOOLS	2,248.69	Redeemed	07/07/2020	28721
35166	60500	06/15/2020	2019/2020	V 754	DAVIS CO ISU EXTENSION	869.87	Redeemed	07/07/2020	28723
35167	01000	06/15/2020	2019/2020	V 750	DAVIS CO SHERIFF	11,568.46	Redeemed	07/07/2020	28724
35194	01000	06/15/2020	2019/2020	V 1429	IMPRESSIVE DESIGNS STUDIO &	74.00	Redeemed	07/22/2020	28751
35197	01000	06/15/2020	2019/2020	V 7642	ISCTA	250.00	Redeemed	07/07/2020	28754
35205	01000	06/15/2020	2019/2020	V 1785	LEXIPOL, LLC	11,336.00	Redeemed	07/14/2020	28762
35221	60500	06/15/2020	2019/2020	V 1628	MONROE COUNTY ISU EXTENSION	1,222.57	Redeemed	07/07/2020	28778
35228	01000	06/15/2020	2019/2020	V 8218	NAVSAFEWARCENDIV CRANE	600.00	Redeemed	08/07/2020	28785
35233	01000	06/15/2020	2019/2020	V 230	PETTY CASH - APP CO SHERIFF	4.25	Redeemed	07/16/2020	28790
35255	61000	06/15/2020	2019/2020	V 6870	SHIELD TECHNOLOGY CORP	3,662.50	Redeemed	07/13/2020	28812
35255	01000	06/15/2020	2019/2020	V 6870	SHIELD TECHNOLOGY CORP	3,900.00	Redeemed	07/13/2020	28812
35259	20000	06/15/2020	2019/2020	V 1927	SNAP-ON TOOLS	70.25	Redeemed	07/07/2020	28816
35294	69000	06/26/2020	2019/2020	E 531	BETTE A HOWELL	15.70	Redeemed	07/22/2020	28851
35295	69000	06/26/2020	2019/2020	E 532	JON W DORMAN	15.70	Redeemed	07/23/2020	28852
35296	69000	06/26/2020	2019/2020	E 533	TERESA J VAN ROEKEL	15.70	Redeemed	07/07/2020	28853
35298	20000	06/26/2020	2019/2020	E 856	DARRICK P SMITH	1,300.95	Redeemed	07/16/2020	28855
35301	01000	06/26/2020	2019/2020	E 297	RONALD M BURGER	331.46	Redeemed	07/07/2020	28858
35302	01000	06/26/2020	2019/2020	E 298	JAMES L CARTER	332.46	Redeemed	07/07/2020	28859
35303	01000	06/26/2020	2019/2020	E 303	EMRICH P SCHWANER	332.46	Redeemed	07/07/2020	28860
35382	20000	06/26/2020	2019/2020	V 105	AMERICAN FAMILY LIFE	170.75	Redeemed	07/07/2020	28861
35402	20000	06/26/2020	2019/2020	V 1194	IA Pub Empl Retirement System	15,598.57	Redeemed	07/07/2020	28881
35403	01000	06/26/2020	2019/2020	V 1205	ISAC ACCIDENT INSURANCE	138.90	Redeemed	07/20/2020	28882
35404	02000	06/26/2020	2019/2020	V 1205	ISAC ACCIDENT INSURANCE	4.00	Redeemed	07/20/2020	28883
35405	11000	06/26/2020	2019/2020	V 1205	ISAC ACCIDENT INSURANCE	56.00	Redeemed	07/20/2020	28884
35406	20000	06/26/2020	2019/2020	V 1205	ISAC ACCIDENT INSURANCE	39.40	Redeemed	07/20/2020	28885
35407	70000	06/26/2020	2019/2020	V 1205	ISAC ACCIDENT INSURANCE	2.70	Redeemed	07/20/2020	28886
35408	01000	06/26/2020	2019/2020	V 1226	ICMA RETIREMENT TRUST-457	50.00	Redeemed	07/07/2020	28887
35409	02000	06/26/2020	2019/2020	V 1226	ICMA RETIREMENT TRUST-457	100.00	Redeemed	07/07/2020	28888
35412	01000	06/26/2020	2019/2020	V 1950	SNAP FITNESS	165.90	Redeemed	07/07/2020	28891
35413	11000	06/26/2020	2019/2020	V 1950	SNAP FITNESS	23.10	Redeemed	07/07/2020	28892
35414	20000	06/26/2020	2019/2020	V 1950	SNAP FITNESS	63.00	Redeemed	07/07/2020	28893
35438	01000	06/29/2020	2019/2020	V 1066	ACCESS SYSTEMS LEASING	134.88	Redeemed	07/07/2020	28917
35439	20000	06/29/2020	2019/2020	V 1231	ALLIANT ENERGY	65.46	Redeemed	07/07/2020	28918
35440	01000	06/29/2020	2019/2020	V 1231	ALLIANT ENERGY	356.96	Redeemed	07/07/2020	28919
35441	01000	06/29/2020	2019/2020	V 1231	ALLIANT ENERGY	439.51	Redeemed	07/07/2020	28920
35442	01000	06/29/2020	2019/2020	V 1231	ALLIANT ENERGY	13.65	Redeemed	07/07/2020	28921
35443	02000	06/29/2020	2019/2020	V 6616	AMERICAN HOME FINDING ASSN	326.55	Redeemed	07/08/2020	28922

Petition to: Appanoose County Board of Supervisors

19 November 2020

Subject: Closure of the bridge on 550th Street

The bridge on 550th Street in Appanoose County was closed without notice to local residents.

The bridge closure causes a problem for emergency vehicle access. Residents on the south side of 550th street and on 250th Ave. are covered by the Moulton Fire Department. The bridge closure adds several miles and minutes to fire and emergency response vehicle time since they have to go around the block to access those houses.

The bridge closure also shuts off traffic to Bloomfield and Moulton, and cuts off a heavily travelled route between Moulton and Exline, adding miles to residents' daily commute. It also restricts access to the local cemetery.

The bridge closure denies access to some property owners because a part of their property is on the other side of the bridge. This has a negative impact on their property value.

If the bridge on 240th Ave also goes out, residents on 240th Ave and 550th Street must head to Exline to get to Centerville, over more bridges.

We request the bridge on 550th Street be placed on the list for immediate repair or replacement.

Name	Signature	Date	Phone	Address
Tabitha Beeson	<i>Tabitha Beeson</i>	11/27/20	216-3997	1524 S. 16 th Centerville
Taron McCoy	<i>Taron McCoy</i>	11/27/20	641-216-3447	24781 550 th street
Alex Beeson	<i>Alex Beeson</i>	11/27/20	641-777-7106	1524 S. 16 th Centerville
Jeremy McCoy	<i>Jeremy McCoy</i>	11/27/20	660-342-9249	507 S. Fourth St. Kirksville, MO

Petition to: Appanoose County Board of Supervisors
19 November 2020

Subject: Closure of the bridge on 550th Street

The bridge on 550th Street in Appanoose County was closed without notice to local residents.

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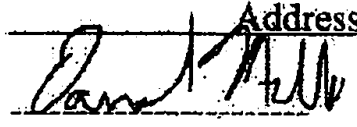

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We request the bridge on 550th Street be placed on the list for immediate repair or replacement.

Name	Signature	Date	Phone
			

Mitchell L. McCoy
1239 West 115th Street
Jenks, Oklahoma 74037
918 810-6949 Mmccoy9966@aol.com
Farm at 25363, 550th Street

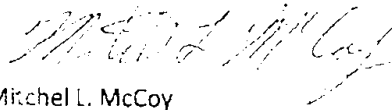
Appanoose County Board of Supervisors

30 November, 2010

Subject: Petition to Repair or Replace the Bridge on 550th Street.

Please consider the attached petitions signed by area residents and letters describing the immediate need for a closed bridge on 550th Street.

Sincerely,



Mitchel L. McCoy

Petition to: Appanoose County Board of Supervisors

19 November 2020

Subject: Closure of the bridge on 550th Street

The bridge on 550th Street in Appanoose County was closed without notice to local residents.

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If the bridge on 240th Ave also goes out, residents on 240th Ave and 550th Street must head to Exline to get to Centerville, over more bridges.

We request the bridge on 550th Street be placed on the list for immediate repair or replacement.

<u>Name</u>	<u>Signature</u>	<u>Date</u>	<u>Phone</u>	<u>Address</u>
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Nathan Jones	<i>Nathan Jones</i>	11-29-20	641-836-7310	24819 550 th Street, Centerville
Andy Joe	<i>Andy Joe</i>	11-29-20	641-891-1152	24818 550 th Street, Centerville
Lacey Warnick	<i>Lacey Warnick</i>	11-29-20	641-895-0338	24819 240 th Ave, Centerville
Daniel Warnick	<i>Daniel Warnick</i>	11-29-20	641-895-0338	24819 240 th Ave, Centerville

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Petition to: Appanoose County Board of Supervisors
19 November 2020

Subject: Closure of the bridge on 550th Street

The bridge on 550th Street in Appanoose County was closed without notice to local residents.

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Name	Signature	Date	Phone
Cevin Loosden	Cevin Loosden	11-29-20	641-875-9650
24232 240 th AVE Centerville, IA 52544			
Tonya Logston	Tonya Logston	11-29-20	641-875-2600
24732 240 th AVE Centerville, IA 52544			
James Kellyman	James Kellyman	11-29-20	641-875-2600
24732 240 th AVE Centerville, IA 52544			
Phanem Routh	Phanem Routh	11-29-20	641-875-2600
24518 240 th AVE Centerville, IA 52544			
Phanem Routh	Phanem Routh	11-29-20	641-875-2600
24518 240 th AVE Centerville, IA 52544			
Guthrie Templeton	Guthrie Templeton	11-29-20	641-875-2600
24732 240 th AVE Centerville, IA 52544			

Petition to: Appanoose County Board of Supervisors

19 November 2020

Subject: Closure of the bridge on 550th Street

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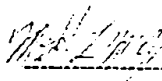
The bridge closure also shuts off traffic to Bloomfield and Moulton, and cuts off a heavily travelled route between Moulton and Exline, adding miles to residents' daily commute. It also restricts access to the local cemetery.

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We request the bridge on 550th Street be placed on the list for immediate repair or replacement.

Name	Signature	Date	Phone	Address
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Michael L. McCoy		11/21/20	918 810 6949	1239 W. 115 th J-113, OK 74037
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Petition to: Appanoose County Board of Supervisors

20 November 2020

Subject: Closure of the bridge on 550th Street

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The bridge closure denies access to some property owners because a part of their property is on the other side of the bridge. This has a negative impact on their property value.

If the bridge on 240th Ave also goes out, residents on 240th Ave and 550th Street must head to Exline to get to Centerville, over more bridges.

We request the bridge on 550th Street be placed on the list for immediate repair or replacement.

<u>Name</u>	<u>Signature</u>	<u>Date</u>	<u>Phone</u>	<u>Address</u>
DORAN HAYES	<i>Doran Hayes</i>	11/20/20	641-895-1510	25046 250th Ave
Iva Jane Hayes	<i>Iva Jane Hayes</i>	11/20/2020	641-895-1519	25046 250th Ave
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Petition to: Appanoose County Board of Supervisors

10 November 2020

Subject: Closure of the bridge on 550th Street

The bridge on 550th Street in Appanoose County was closed without notice to local residents.

The bridge closure causes a problem for emergency vehicle access. Residents on the south side of 550th street and on 250th Ave. are covered by the Moulton Fire Department. The bridge closure adds several miles and minutes to fire and emergency response vehicle time since they have to go around the block to access those houses.

The bridge closure also shuts off traffic to Bloomfield and Moulton, and cuts off a heavily travelled route between Moulton and Exline, adding miles to residents' daily commute. It also restricts access to the local cemetery.

The bridge closure denies access to some property owners because a part of their property is on the other side of the bridge. This has a negative impact on their property value.

If the bridge on 240th Ave also goes out, residents on 240th Ave and 550th Street must head to Exline to get to Centerville, over more bridges.

We request the bridge on 550th Street be placed on the list for immediate repair or replacement.

Name	Signature	Date	Phone	Address
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Benita McCoy	<i>Benita McCoy</i>	11-23-20	641-858-3273	2478 550 th St. Centerville
Craig McCoy	<i>Craig McCoy</i>	11/23/20	641-437-4140	2478 550 th St. Centerville

Petition to: Appanoose County Board of Supervisors

19 November 2020

Subject: Closure of the bridge on 550th Street

The bridge on 550th Street in Appanoose County was closed without notice to local residents.

The bridge closure causes a problem for emergency vehicle access. Residents on the south side of 240th street and on 250th Ave. are covered by the Moulton Fire Department. The bridge closure adds several miles and minutes to fire and emergency response vehicle time since they have to go around the block to access those houses.

The bridge closure also shuts off traffic to Bloomfield and Moulton, and cuts off a heavily travelled route between Moulton and Exline, adding miles to residents' daily commute. It also restricts access to the local cemetery.

The bridge closure denies access to some property owners because a part of their property is on the other side of the bridge. This has a negative impact on their property value.

If the bridge on 240th Ave also goes out, residents on 240th Ave and 550th Street must need to Exline to get to Centerville, over more bridges.

We request the bridge on 550th Street be placed on the list for immediate repair or replacement.

<u>Name</u>	<u>Signature</u>	<u>Date</u>	<u>Phone</u>	<u>Address</u>
Tami Kennedy	<i>Tami Kennedy</i>	11/24/2020	641-208-0453	24345 550 th St, Centerville
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Kyle Kennedy	<i>Kyle Kennedy</i>	11/24/2020	563-219-1630	24345 550 th St, Centerville
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Mitchel L. McCoy
1239 West 115th Street
Jenks, Oklahoma 74037 918-810-6949
Owner, M&P McCoy Properties, 25363 550th Street, Centerville, Iowa

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

20 November, 2020

Ref. Bridge Closure on 550th Street. (Sketch attached)

This bridge was closed over a year ago without consulting with, or notifying any of the area residents. It was not put on county plans for repair or replacement. I request that the Board of Supervisors place this bridge on the list for repair or replacement as soon as possible within 2021. (Current bridge status summary attached).

Background

My family has owned property on 550th street for generations and paid taxes on the property. My property was declared a Century Farm over 20 years ago. Mitchel L. and Patricia M. McCoy owners, M&P McCoy Properties. Previously owned by my father Lester McCoy, grandfather Taylor McCoy, and great grandfather Mitchell McCoy. When this road was upgraded in the 1950's, 1 mile was closed off on the west end, and 1 mile was closed on the east end. During construction, my father actually gave them permission to pull fill dirt from our property to put in the valley just over the hill to the west of the bridge.

Impact of Bridge Closure

The bridge closure delays response time for emergency vehicles. Residences and properties on the south side of 550th street and on 250th Ave. are covered by the Moulton Fire Department. With the bridge closed, emergency vehicle response time is delayed by time and distance, having to travel miles around the block to access houses and property.

My brother also lives on this street, and the bridge closure adds 8 miles a day to his wife's commute to work in Bloomfield. This road is also a popular route between Moulton and Exline. There are approximately 15 property owners on 240th avenue and 550th street and 250th Ave. affected. Visiting the local cemetery also requires going around the block. If the bridge on 240th Ave goes out, residents on 240th Ave and 550th Street will have to go miles around through Exline to get to Centerville or Moulton.

The current bridge closure restricts access to the eastern portion of my property, and this also applies to the property owner on the north side of 550th street. (See sketch). The bridge crosses a large creek, and there is no private creek crossing on either the north or south side of the road to access the eastern side of the property. The creek bottom is some of the best land on my farm.

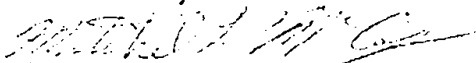
This has a direct financial impact on farm operations. Since I cannot access my property by using the bridge, I must travel 6 miles each way around the block (see sketch) if I want access to the eastern side of my property. For example, that is a 12 mile round trip, each time with a mower, rake, baler, and then 12 miles each trip to recover the bales. This is a minimum of 48 miles wear and tear on farm equipment for each harvest of hay, plus fuel. Expense I have to absorb due to the bridge outage. If I want to pasture the east part of my property, I have to haul the cattle in and out by truck. I have no loading dock on that part of my property. Due to the restricted access to the eastern part of my property, the value of the property is decreased.

I grew up on this farm, and served 24 years in the military, using that income to keep the farm in the family. My farm is one of the vanishing family farms in Iowa. I believe it is in the interest of Appanoose County to do its part to maintain this road and bridge so that the current situation does not continue to negatively impact property owners financially. It is not our fault that the bridge was allowed to deteriorate, when it should have been maintained. We should not be expected to suffer additional financial hardship from the bridge closure.

I know that everyone pays property taxes to the county, which includes road maintenance. In return I expect the road to be maintained. My property taxes increased 25% in 2020 while road maintenance decreased, and the bridge was closed.

Please put this bridge on the list to be repaired or replaced as soon as possible in 2021.
I appreciate your help in this situation.

Mitchel L. McCoy



Craig McCoy
24781 550th St.
Centerville, IA 52544
641-437-4140

November 23, 2020

To: Appanoose County Board of Supervisors

Regarding: 550th Street Bridge Closure

I am currently the owner of McCoy Auto Repair & Salvage located on 550th Street. For over 40 years I have traveled all of Appanoose County (and neighboring counties) repairing/hauling vehicles. Many of my customers are located to the east of my business. Since the bridge closed in 2019 I now have to travel several miles around the block in order to reach my customers to the east of my business. As a small business owner, this has caused a great expense to my business. Not only additional fuel costs, but wear on my work vehicles, as well.

I have paid taxes and would expect to be able to have access to my customers that are west ~~or~~ east of my business, without having to travel several miles out of the way. It is crucial for any small business to keep cost to a minimum in order to survive. This additional cost to my business has been to no fault of mine.

My residence is located on the south side of 550th St and is the Moulton Fire District. With the bridge closure, it would take the Moulton Fire Department a considerable amount of time to arrive at my residence. This has a negative impact on the value of my residence, to no fault of mine.

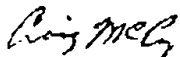
I also help to maintain the Sharon Chapel Cemetery. In order to help maintain the neighborhood cemetery, I am forced to travel around the block with mowing equipment. This also has caused a great deal of expense to me.

Since the bridge closed in 2019 the expense has been an unfair financial burden to my small business & has decreased the value of the property I own on 550th Street.

If 240th Ave were to be closed for maintenance (it has in the past) the only access I have to my residence and business is 250th Ave, to Exline. This road is not one of the safest roads in Appanoose County, as it is very narrow and hilly and nearly impossible to travel in the winter.

I am asking that the bridge be repaired/replaced as soon as possible in 2021 so that my business does not have to continue to bear the financial burden of traveling several miles around the block in order to reach my customers located to the east of my business.

Thank you,



Craig McCoy, owner
McCoy Auto Repair & Salvage

Benita McCoy
24781 550th St.
Centerville, IA 52544
641-856-3273

November 23, 2020

To: Appanoose County Board of Supervisors

Regarding: 550th Street Bridge Closure

My current address is 24781 550th Street, Centerville and I am currently employed in Bloomfield, Iowa. My commute to work has greatly increased the number of miles and wear on my vehicle since the bridge closure on 550th Street in 2019. I have calculated my work commute has increased over 2000 miles since the bridge closure, with no repair/replace plan in sight. Using the government mileage rate, this has already cost me over \$1000 for my work commute alone. (This does not factor the additional time my commute has increased). With no bridge repair/replacement in sight this will continue to cost me thousands of dollars just for my work commute. I have been a property owner on 550th Street for over 30 years and have paid property taxes.

My house is also in the Moulton Fire District. In the event of an emergency, with the bridge closure, it would take more than an hour for the Moulton Fire Dept. to arrive at my residence. This has decreased the value of my residence, due to no fault of mine.

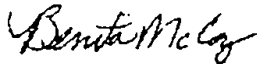
I had used this bridge twice a day for several years prior to the bridge closure in 2019. I should not have to continue to bear the financial impact the closure has cost me.

If 240th Ave were to be closed for maintenance (it has in the past) the only access I have to my residence is 250th Ave, to Exline. This road is not one of the safest roads in Appanoose County, as it is very narrow and hilly and nearly impossible to travel in the winter. This would also increase my weekly work commute by 100's of miles.

I, along with all of the other property owners, have paid property taxes and expect the roads and bridges we need to drive on to commute to work to be maintained.

I am asking that the bridge be repaired/replaced as soon as possible in 2021 so that I do not have to continue to bear the financial burden of adding several miles to my work commute.

Thank you,



Benita McCoy
Resident of 550th Street, Centerville, IA

11/29/2020

closed bridge on 550th street

From: seeleylaretta@yahoo.com,
To: khoward@appanoosecounty.net,
Cc: mmccoy9966@aol.com,
Subject: closed bridge on 550th streetyt
Date: Sun, Nov 29, 2020 2:48 pm

Appanoose County Auditor,

We are land owners on 550th street and unhappy with the bridge closed for travel on this street

Also, as land owners and tax payers we were not informed before the bridge was to be closed

We feel the value of our property has decreased because the closed bridge makes 550th street a dead end street

Why was the bridge not kept in good repair before it was permanently closed?

We rent land from my brother and can not access part of this land without traveling approximately six miles from our home to land on the East side of the bridge.

If there is a fire, the Moulton Fire Department, this service comes to the rental property, can not cross the bridge to help from the East and would need to travel the six extra miles to get to the fire or for any emergency medical help.

There is only a small driveway on the East side of the bridge and the Fire Department equipment would not be able to get around.

We, as well as many others, use the 550th street as a short cut from Moulton or Bismarck to get to work or school and also for a shorter route to Exline when traveling from East of the area

Please add our names to the petition to repair/rebuild the bridge on 550th street.

Sincerely,

Edward Seeley
Laretta Seeley.

11/21/2020

Fwd: Hi Brad my name is Terry W. crow I live at 24965 240th Ave southeast of Centerville and I'm contacting you in regards to the bridge

From: twcrowman@gmail.com,

To: mmccoy9966@aol.com,

Subject: Fwd: Hi Brad my name is Terry W. crow I live at 24965 240th Ave southeast of Centerville and I'm contacting you in regards to the bridge that was closed on 550th street near my home. I wasn't aware it was being closed and want to stress that I want to see the bridge rebuilt and kept open I've used the 550th road m whole life as does all of my neighbors and would like my views on this bridge to be known at the December and January meeting thank you for your time sincerely Terry W. Crow

Date: Sat, Nov 21, 2020 5:45 pm

----- Forwarded message -----

From: **Terry w. Crow** <twcrowman@gmail.com>

Date: Sat, Nov 21, 2020 at 5:38 PM

Subject: Hi Brad my name is Terry W. crow I live at 24965 240th Ave southeast of Centerville and I'm contacting you in regards to the bridge that was closed on 550th street near my home. I wasn't aware it was being closed and want to stress that I want to see the bridge rebuilt and kept open I've used the 550th road m whole life as does all of my neighbors and would like my views on this bridge to be known at the December and January meeting thank you for your time sincerely Terry W. Crow

To: <bskinner@appanoosecounty.net>

11/29/2020

Re: 550th Street Bridge Board Agenda Item

From: tomrouh@gmail.com,

To: mmccoy9966@aol.com,

Subject: Re: 550th Street Bridge Board Agenda Item

Date: Sun, Nov 29, 2020 2:05 pm

I Thomas Rouh at 24518 240th ave Centerville, Iowa do support repairing or rebuilding 550th Street Bridge. Please add to Appanoose County Board Agenda Thank you. 11/29/2020)

On Sat, Nov 28, 2020, 4:14 PM Mitch McCoy <mmccoy9966@aol.com> wrote:

I hope everyone is doing well after Thanksgiving.

Just a reminder, I am sending a packet of what I have to the Appanoose County Auditor on Monday. I will ask that it be put on the agenda for the 7 December meeting.

If you can take the time, please send me an email with a signed petition, or a statement supporting repairing or rebuilding the bridge.

If you have already sent something to the Auditor, or the Board of Supervisors, please send me a copy

Auditor: KHoward@AppanooseCounty.net

Thanks,

Mitch McCoy 918 810-6949

47

111

to bridge
over river
May 2

5000 ft

poplar

underwood

2400 ft



wooded
hill

to high mountain
ridge

large
canyon

river

4500 ft
to bridge

road 374

dark
hole

(1st Creek

large
hole

large
hole

large
hole

large
hole



to
bridge

(Collected from bridge)

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR COUNTY BRIDGE FEDERAL-AID SWAP FUNDING**

COUNTY: Appanoose

PROJECT NO.: BROS-SWAP-C004(112)—FE-04

AGREEMENT NO.: 5-20-HBP-SWAP-051

This is an agreement between the County of Appanoose, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department), for funding through the Federal-aid Swap County Highway Bridge Program (HBP) under 761 Iowa Administrative Code (IAC) Chapter 161.

The parties agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out this agreement.
2. All notices required under this agreement shall be in writing to the Department and the Recipient's contact person. The Department's contact persons shall be the Local Systems Project Development Engineer, Christy VanBuskirk, and Central Region Local Systems Field Engineer, Brian J. Catus. The Recipient's contact person shall be the County Engineer.
3. The Recipient shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 64780
 - B. Location: On 110th Avenue over Unnamed Tributary to Cooper Creek
 - C. Preliminary Estimated Total Eligible Costs: \$400,000
4. The eligible project construction limits shall include the bridge plus grading and paving to reach a "touchdown point" determined by the Department. Eligible project costs include only costs associated with construction within the eligible project construction limits.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environment or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. 100% of the eligible construction project costs incurred after the effective date of this agreement shall be paid from Federal-aid Swap County HBP funds. The Recipient shall pay 100% of the non-eligible project costs. Reimbursed costs will be limited to Federal-aid Swap County HBP funds that are made available to counties through the HBP Funds outlined in 761 Iowa Administrative Code, Chapter 161 and Local Systems Instructional Memorandum (I.M.) 1.100.
7. The Recipient shall conduct project development and implementation in compliance with applicable laws, ordinances, and administrative rules. For projects which also include Farm-to-Market funds, the Recipient shall follow all administrative and contracting procedures required for Farm-to-Market projects.
8. The project shall be let to contract within 3 years of the date this agreement is approved by the Department. If not, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the Recipient at least 30 days prior to the 3-year deadline.
9. The Recipient shall pay for all project costs not reimbursed with Federal-aid Swap County HBP funds.
10. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
11. This agreement is not assignable without the prior written consent of the Department.

12. It is the intent of both parties that no third party beneficiary be created by this agreement.
13. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient. No representations, promises, or warranties have been made by either party that are not fully expressed in this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement which shall be effective only upon written acceptance of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

County Signature Block

This agreement was approved by official action of the Appanoose County Board of Supervisors in official session on the _____ day of _____, 20____.

County Auditor

Chair, County Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration

By _____ Date _____, 20____
Brian J. Catus, P.E.
Local Systems Field Engineer
Central Region

EXHIBIT 1

General Agreement Provisions for use of Federal-aid Swap Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements.

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Instructional Memorandums to Local Public Agencies (I.M.s), available on-line at: https://iowadot.gov/local_systems/publications/im/lpa_ims. The Recipient shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.
- b. In accordance with Iowa Code Chapter 216 and associated subsequent nondiscrimination laws and regulations, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. The Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and acceptance process, plan and construction reviews, and funding participation.
- e. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Programming

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, funds cannot be obligated.
- b. Before beginning any work for which funding reimbursement will be requested, the Recipient shall submit a written request for acceptance to the Department. The Department will notify the Recipient when acceptance is granted. The cost of work performed prior to acceptance will not be reimbursed. The turning in of plans for letting by the Department's administering bureau shall be considered acceptance for construction. The Department will notify the Recipient when acceptance is granted.

3. Design and Consultant Services

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits.

- a. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the applicable procedures in the Instructional Memorandums to Local Public Agencies Table of Contents, Chapter 4 – Environmental Regulations.

5. Right-of-Way, Railroads, and Utilities.

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Right of Way Bureau Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way.
- c. The Recipient shall obtain agreements from utility companies as needed. The Recipient shall comply with the "Policy for Accommodating Utilities on the County and City a Non-Primary Federal-aid Road System" for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Department's "Policy for Accommodating and Adjustment of Utilities on the Primary Road System" The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement.

- a. The following provisions apply only to projects involving physical construction or improvements to transportation facilities:
- b. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- c. The Recipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and acceptance in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department.
 - iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received; make a decision to either award a contract to the lowest responsive bidder or reject all bids; and if a contract is awarded, execute the contract documents and return to Department.

Note: The Department may not be able to allow a project to be let in the scheduled letting due to possible issues with cash flow availability.

- d. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 5.050, Project Development Certification Instructions. The project will not be turned in for bid letting until the Department has reviewed and accepted the Project Development Certification.
- e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.

- f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice that the Department has concurred in the contract award.

7. Construction.

- a. The Recipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities. The Recipient's engineer shall at all times be responsible for inspection of the project.
- b. A full-time employee of the Recipient shall serve as the person in responsible charge of the project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- c. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. Proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as needed.
- d. The project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <https://www.iowadot.gov/erl/index.html>.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103.

8. Reimbursements.

- a. The Recipient will be initially responsible for all project costs. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least semi-annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1, if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the total funds available for the project. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final review or audit selected by the Administering Bureau, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld.
- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any funds received; for example, Federal funds not received through FHWA, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:
 - i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds.

9. Project Close-out.

- a. Acceptance of the completed construction shall be with the concurrence of the Department. Within 30 days of completion of construction or other activities authorized by this agreement, the Recipient shall provide written notification to the Department. The Recipient shall follow and request a final review, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures may result in loss of funds and the ability to let future projects through the Department; reimbursed funds shall be returned and a possible suspension may be placed on the Recipient from receiving funds from the Department on future projects until the Recipient has demonstrated responsible management of funds on roadway projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of funds shall be made only after the Department accepts the project as complete.
- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make this documentation available at all reasonable times for review by the Department. Copies of this documentation shall be furnished by the Recipient if requested. Such documentation shall be retained for at least 3 years from the date of the Department's signature of the Department's Final Payment Form (Form 830436) or the bottom part of the Certificate of Completion and Final Acceptance of Agreement Work (Form 640003).
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department.