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@appancosecounty.net

Meeting Agenda December 21, 2020

8:55 A.M. Oath of Office (Supervisors, Sheriff and Auditor)

The Appanoose County Board of Supervisors will meet Monday, December 21, 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 December 2 & 14, 2020 meetings
- 4. Approve reports: 12/11 payroll and 11/2020 Prisoner Room & Board
- 5. Approve bills
- 6. Molly Revers: YMCA report & funding request
- 7. JeNel Allen Barth: Drake Public Library update
- 8. Adopt Iowa Statewide Urban Design and Specifications (SUDAS) Chapter 51 Access Management, for Commercial and Business applications
- 9. Approve the findings of J5T Speed Study
- 10. Approve Resolution for revised speed limits on J5T from Rathbun Dam, 1.5 miles north
- 11. 9:15 A.M. Public Hearing ZOMA 0615-04 (from Ag to Commercial)
- 12. 9:20 A.M. Public Hearing Final Plat: Main Station Subdivision
- 13. 9:25 A.M. Public Hearing Ordinance 51: EMS Surtax
- 14. 9:30 A.M. Public Hearing FY21 County Budget Amendment (Resolution #2020-31)
- 15. Approve Resolution #2020-32: Appropriations Amendment
- 16. Approve Depository Trust Company Blanket Issuer Letter of Representation -
- 17. Approve Simmons Hanly Conroy LLC, Crueger Dickinson LLC, and von Briesen & Roper Engagement Letter
- 18. Approve Resolution #2020-33: Secondary Roads Quarterly Transfer
- 19. Approve Bond to Insure Against Double Payment: Ottumwa Courier
- 20. Appoint Medical Examiner: Adam Rowland
- 21. County Engineer Report
 - a. Approve and sign construction plans for RCB Culvert Replacement, Project No. BROS-SWAP-C004(112)-FE-04
 - b. Discuss Bridge Replacement priorities
- 22. CDC Coordinator Report
- 23. John Hansen: Midwest Construction
 - a. Review and approval of Civil Engineering Contract
 - b. Project progress update
 - c. Review and approval of December pay application

- d. General discussions and questions
- 24. Public Comments

25. Adjourn

Posted 12/16/2020

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Appanoose County Board of Supervisors met in regular session December 7, 2020 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Linda Demry, Chairperson, Neal Smith and Jeff Kulmatycki, Boardmembers. Absent: none.

Meeting started with the Pledge.

Kulmatycki requested the relocation of Public Health be added to the agenda (before public comments). Smith motioned to approve the amended agenda. Seconded by Kulmatycki. All voted aye.

Smith motioned to approve the minutes from the November 16, 2020 meeting. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve 11/27 payroll. Seconded by Smith. All voted aye.

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

Simulationed to approve the bill	is. Seconded by Runnatycki. All voted aye	
Access Sys	Typing-PrintBind.Serv.	206.31
Agriland FS	Engineering Services	11078.79
ALEX-TECK	Engineering Services	622.50
Allender Butzke Engineers	Engineering Services	12035.00
Alliant	Engineering Services	3538.18
App Co Pub Hlth	Engineering Servíces	300.00
Sec Rds	Mileage & Transp. Expense	2792.24
App Co Treas	Off. Supplies & Forms	516.54
Aramark	Engineering Services	471.40
Bailey Off	Off. Supplies & Forms	487.34
Banleaco	Off. Supplies & Forms	326.00
Bob Barker	Jail Equip. & Furniture	255.41
Bratz Oil	Engineering Services	235.43
Brown's Shoe	Engineering Services	106.25
C-D Supply	Custodial Supplies	357.78
Cantera Aggregates	Engineering Services	30445.14
Carosh	Contrib. & Purchase Serv	9832.00
CarQuest	Engineering Services	1818.27
CDW Government	Office Equip. & Furniture	2200.93
Cville Wtrwks	Water & Sewer	223.17
Central IA Fasteners	Engineering Services	43.25
Centurylink	E911 Telephone Expense	254.36
Chariton Valley Elec	Engineering Services	45.91
City Cville	Salary-Regular Employees	7484.33
City of Plano	Maintenance Contract	230.20
City of Unionville	Maintenance Contract	198.07
Clark's Auto Rpr	Engineering Services	983.95
L Demry	Mileage & Transp. Expense	40.50
Design House Plus	Off. Supplies & Forms	52.00
Diamond Mowers	Engineering Services	510.03
S Dittmer	Legal Serv. Dep-Subp-Tran	261.00
Fareway	Food & Provisions	229.48
Fogle TV	Off. Supplies & Forms	44.52
Forbes Office Solutions	Contract Services	40.79
Geotech Materials	Engineering Services	701.14
PJ Greufe	Health Insurance	1500.00
Hamilton Produce	Engineering Services	112.29
Henderson Products	Engineering Services	1904.00
Hills San	Engineering Services	231.00
J Hinojosa	Building Repair & Maintce	405.00
Hy-Vee	Medical & Health Services	83.71

IDALS
Inland Truck Parts
Interstate Batt
ICAA
ISAC
J&K Rentals
Kimball
L&W Quarries
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MFA Oil Company Midwest Wheel
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On-Target Solns Grp
ORHC
Overhead Door
Petty C-Sheriff
Polk Co Treas
Premier Storage
Prof Computer
Quick Shop
Quill
RACOM
Rainbo Oil
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	Engineering Services	1810.70
	Engineering Services	239.90
	Educational & Train.Serv.	350.00
	Educational & Train.Serv.	75.00
	Rent Payments	800.00
	Engineering Services	548.27
	Engineering Services	417.13
	Funeral Services	1800.00
,	Books & Periodicals	125.00
L	Uniforms	54.48
	Engineering Services	801.23
	Vehicle Renewal Notices	539.01
	Engineering Services	251.20
	Engineering Services	5695.44
	Engineering Services	66.00
	Bridge & Culvert Maint.	11826.54
	Off. Equip Repair & Maint	51,36
	Engineering Services	514.09
	Off. Supplies & Forms	90.37
	Legal Serv. Dep-Subp-Tran	35.50
	Dues & Memberships	450.00
	Engineering Services	614.15
	Telephone & Telegr.Serv.	1035.06
	Engineering Services	281.96
	Engineering Services	920.36
	Educational & Train.Serv.	175.00
	Engineering Services	80.00
	Engineering Services	1132.27
	Postage & Mailing	7.60
	Medical & Health Services	487.77
	Election Supplies	300.00
	Off. Equip Repair & Maint	19.95
	Transportation	320.90
	Contract Services	270.09
	E911 Other Capital Expens	15346.80
	Engineering Services	2042.79
	Engineering Services	47.90
	Engineering Services	51.50
	Uniforms	822.49
	Medical & Health Services	467.00
	Engineering Services	1325.00
	Off. Equip Repair & Maint	179.99
	Engineering Services	99.00
	Engineering Services	2682.40
	Engineering Services	186.00
	Contrib. & Purchase Serv	2279.89
umb	Off. Equip Repair & Maint	608.00
	Engineering Services	1065.00
	Funeral Services	445.00
	Engineering Services	42.00
	Engineering Services	761.12
	Contract Services	493.82
	Off. Supplies & Forms	120.03
	Off. Equip Repair & Maint	2495.00
	Food Preparation Service	1620.00
	Off. Supplies & Forms	971.45

World Data Corp	Books & Periodicals	300.00
Ziegler	Engineering Services	4960.81
Grand Total		164818.53

Smith motioned to approve the cigarette permit for BK's Boathouse, Inc. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to set the public hearing for ZOMA 0615-04 (from Ag to Commercial) for December 21, 2020 at 9:15 A.M. Seconded by Smith. All voted aye.

Kulmatycki motioned to set the public hearing for the Final Plat for Main Station Subdivision for December 21, 2020 at 9:20 A.M. Seconded by Smith. All voted aye.

Smith motioned to set the public hearing for Ordinance 51: EMS Surtax for December 21, 2020 at 9:25 A.M. Seconded by Kulmatycki All voted aye.

Kulmatycki motioned to set the public hearing for FY21 Budget Amendment for December 21, 2020 at 9:30 A.M. Seconded by Smith. All voted aye.

The approval of the Depository Trust Company Blanket Issuer Letter of Representation was tabled.

Smith motioned to approve the Judicial Branch Conferences System Installation Sign-off letter. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to void disbursement #29066 issued on 7/1/2019 for \$20. Seconded by Smith. All voted aye.

Kulmatycki motioned to void and replace disbursements #33020 issued on 2/18/2020 for \$20, #33529 issued on 3/16/2020 for \$20, #33554 issued on 3/16/2020 for \$20 and #33606 issued on 3/16/2020 for \$20. Seconded by Smith. All voted aye.

Smith motioned to approve IDOT SWAP Funding Agreement #5-20-HBP-SWAP-051; Project BROS-SWAP-C004(112)-FE-04. Seconded by Kulmatycki. All voted aye.

County Engineer, Brad Skinner, provided an update to the board. A book that contains a "Top 20" of current interest/activities in the roads department was provided to the board. The DOT is restricting the borrow-head on bridge replacement funds from 6 years to now 4 ½ years. The North Shore Bridge should be open by the end of next week to full traffic. Report stopped to enter public hearing.

Smith motioned to open 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. Seconded by Kulmatycki. All voted aye. County Attorney Susan Scieszinski advised the board the 28E Agreement looked good. The only comment was whether to include furniture or not in the agreement. A final determination could be done at the joint city/county meeting (December 14th at 5 P.M.). Smith motioned to close the public hearing at 9:20 A.M. Seconded by Kulmatycki. All voted aye. Kulmatycki motioned to approve the 28E Agreement as written until consultation with the city. Seconded by Smith. All voted aye.

Mitch McCoy (via phone) spoke about the petition presented to the board regarding the closed bridge on 550th Street. 42 signatures appear on the petition. The bridge closure restricts fire and emergency personnel and increases response time. In addition, no notice was given to the affected landowners prior to its closure. Skinner stated this is one of six bridges currently closed. It was closed one year ago at the recommendation of the independent bridge inspector due to the fact the pylons are rotten. The bridge is eligible for bridge replacement funds but it can take up to 5 years for approval. Doran Hayes, spoke about the lack of notification to landowners and concern for emergency personnel. Skinner recommended using railroad flatcars. Appanoose County has not done a structure like this before but other counties have done them and he feels comfortable with this method. It will be included in the bridge program next year.

County Engineer report continued. Smith questioned Rathbun Regional Water Association (RRWA) water lines. Skinner stated he knows of a couple areas he needs to go look at. When RRWA fails to get an easement, they use the ditch.

Kulmatycki stated Public Health will relocate to the old lowegian building while building maintenance is completed on the DHS building.

Demry stated there are 380 active COVID cases, 435 recovered, 27 deaths for a total of 842.

Public Comments: Bruce Buttel requested the county watch their nickel and be transparent and detailed.

Kulmatycki motioned to adjourn. Seconded by Smith. All voted aye. The Board adjourned to meet at the call of the Auditor at 9:49 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

Appanoose County Board of Supervisors met in a special joint session December 14, 2020 at 5 P.M. with the City of Centerville via Zoom. Present: Linda Demry, Chairperson, Neal Smith and Jeff Kulmatycki Boardmembers. Absent: none.

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

There was discussion regarding the 28E Agreement between the City of Centerville and Appanoose County regarding the construction, use and operation of a law enforcement center.

Kulmatycki motioned to approve the 28E Agreement between the City of Centerville and Appanoose County regarding the construction, use and operation of a law enforcement center. Seconded by Smith. All voted aye.

Smith motioned to adjourn. Seconded by Kulmatycki. All voted aye. The Board adjourned to meet at the call of the Auditor at 5:14 P.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

DISTRICT COURT OF APPANOOSE COUNTY

REPORT OF FEES COLLECTED

PRISONER ROOM AND BOARD

To the Board of Supervisors of Appanoose County:

bannie Houser , Clerk/Clerk's Designee of the District Court of the above named County and State, do hereby certify that the following is a true and correct statement of the fees collected by the Clerk of Court for the month of ______ , 20 00 , and The same has been paid to the County as per receipt attached.

COUNTY SHARE OF PRISONER ROOM & BOARD

1000-1000-4440-05-302	Total Prisoner Room & Be 100% General Basic	oard Reimbursement
	100% General Basic	<u>\$ 560</u>
29000-01000-4440-05-301	60% Transfer to Sheriff	s 334 ª

Transfer authorized by Appanoose County Board of Supervisors this ______day of

__, 20_

Signed: _

Chairperson

THANK YOU FOR YOUR SUPPORT OF THE RATHBUN LAKE AREA YMCA

THE Y'S MISSION

To put Christian principles into practice through programs that build healthy spirit, mind, and body for all.

THE Y'S CAUSE

At the Y, strengthening community is our cause. We believe that positive, lasting personal and social change can only come about when we all work together to invest in our kids, our health, and our neighbors. That's why we focus our work in three areas:

- Youth Development—nurturing the potential of every child and teen
- Healthy Living—improving the nation's health and well-being
- Social Responsibility—giving back and providing support to our neighbors

THE Y'S BELIEFS

We believe that when we devote our full strength to the Y's mission and cause, work in partnership with others, and build on our history of innovation, we can address the most pressing issues of our time unlike any other organization.

We believe all people have potential.

We believe active and connected families make for active and connected communities.

We believe in a holistic approach to development, promoting healthy spirit, mind, and body.

We believe that in a diverse world, we are stronger when we are inclusive and our doors are open to all.

We believe in honoring our mission, living our cause, acting in accordance with our values, and placing the greater good above self.

CHANGING LIVES THROUGH GIVING

PATRONS \$500 - \$999

BILL & DIANE BUSS DR. BILL & JUSTINE HEFFRON

COMRADES \$100 - \$499

TOM ANDERS ANONYMOUS **CENTERVILLE LIONS CLUB CLINT & SALLY CHRISTIANSON DR. LELAND & MARY JO DENHARTOG** RENEE FOSTER **JASON & ALISON FRASER GUARDIAN PEST CONTROL KRISTOPHER HÖFFMAN** SUSAN & JODY MCDANEL-JAMES G. MILANI **GLENN & DANA MORTIZ JIM & ROSEMARY PORTER ROLLIE & LUCY REZNICEK DR: VINCE & LINDA SULLIVAN JUSTIN & STACY ZAPUTIL** AMERICAN FAMILY INSURANCE - BECKY EVERS

FRIENDS - UP TO \$99

DUSTIN & KAREN BOZWELL TERESA & RON EGGERMAN BRAD & LINDA RIGGAL TED THOMPSON CENTERVILLE PRODUCE – RYAN STOBER COUNTRY LANE CUT & STYLE – BYRANNA KASTER

FELLOW5 \$1;000 - \$1,999

ALLERTON GAS COMPANY ALLIANT ENERGY FOUNDATION APPANOOSE COUNTY UNITED WAY APPANOOSE COUNTY TOURISM CRAVER & GROTHE, LLC HALL ENGINEERING COMPANY BRAD & SUSANA HOUSER LEE CONTAINER IOWA, LLC JOE & JACKIE SHARP ED & JULIA SHIRLEY DR. N. & JONI SOKOL

PIONEERS \$10,000+

APPANGOSE INDUSTRIAL CORPORATION CITY OF CENTERVILLE IOWA TRUST AND SAVINGS BANK MERCY ONE - CENTERVILLE COMMUNITY FON OF SOUTH GEORGIA MORGAN CLINE FOUNDATION

CHAMPIONS \$5,000 - \$9,999

APPANOOSE COUNTY BOARD OF SUPERVISORS ANONYMOUS

AMBA55ADORS \$2,000 - \$4,999

APPANOOSE COUNTY UNITED WAY ' C&C MACHINING ' ANNA & JEFF YOUNG



PEOPLE HELPING PEOPLE SCHOLARSHIP DONORS

ALLIANT ENERGY FOUNDATION

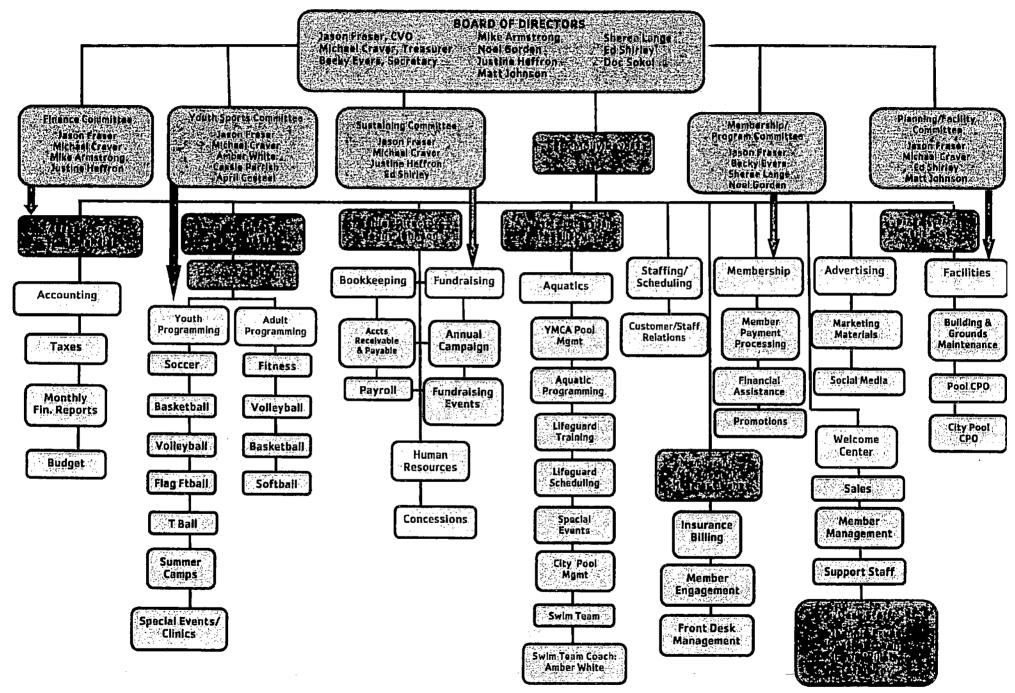
APPANOOSE COUNTY FOUNDATION

TOUR OF HOMES CRLA CHAMBER OF COMMERCE

WITH A COMMITMENT TO NURTURING THE POTENTIAL OF YOUTH, PROMOTING HEALTHY LIVING AND FOSTERING A SENSE OF SOCIAL RESPONSIBILITY, OUR SCHOLARSHIP PROGRAM ENSURES THAT EVERYONE MAS ACCESS TO THE Y, REGARDLESS OF ABILITY TO PAY.



RATHBUN LAKE AREA YMCA STAFF ORGANIZATIONAL CHART 2020





RATHBUN LAKE AREA YMCA

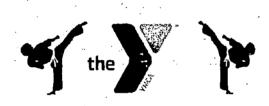
Emphasizing The Values Of Caring, Honestly, Respect, And Responsibility.

December 2020

FUN FOR YOUTH

Christmas Craft Time Ages 5 & Up Saturday, December 12 3:00-5:00 pm \$10 Members/ \$15 Non-Members Come make some Christmas crafts to give as gifts or decorate your home.





Youth Martial Arts Ages 7 & Up Tues/Thurs 5:45-6:30 PM Members \$20/month Non-members \$41/month

Friday Afternoon Club at the Y Ages 6 & Up Fridays After School - 5:15 PM

\$25 Y Members/Month \$35 Non-members/Month



F.A.C. at the Y will have different fun activities every week. Your child will receive a snack, take part in crafts, games, STEM activities, indoor and outdoor activities. Plus they'll get to be a Healthy Life Star (learning about healthy activities and foods) and participate in our new Kid Powered Kindness program, working on projects that spread kindness.



Cookies & Canvas Superheroes Ages 7 & Up

Saturday, January 16th 2:00-5:00PM \$15 Members \$25 Non-Members

Everything your child needs to create a Superheroes painting is provided. After their painting is complete, they will be watching a Superheroes movie!

Share the Y With Friends & Families

We have several ways to share the Y... Members may bring a friend or family member to the Y. The day pass fee may be paid by either the guest or the member.



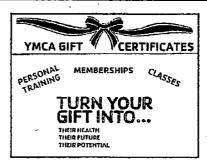
Grandparents add a grandchild to your membership for only \$10/month! Families add a grandparent to your membership for only \$18/ month!

Life Serve Blood Drive at the Y

Dec. 28, 2020 10:00am - 2:00pm Register by calling the Y, stopping by the front desk or online @lifeservebloodcenter.org

Give the Gift of Health

We have gift certificates to fit anyone's wishes. You choose the amount you'd like to give that special someone on your list.



Join the Y, Programs & Classes







RATHBUN LAKE AREA YMCA

WINTER 2020/2021

Emphasizing the Values of Caring, Honesty, Respect and Responsibility.

MOUNTH PRODERINGS

YOUTH BASKETBALL Begins January 4, 2021 Members \$34/Non-Members \$55 Jerseys \$16 (if needed)

Register now and pay in January. All practices & games at Howar Middle School

COACHES NEEDED



Grades K-2 Mon/Wed @ 5:30 pm Grades 3-4 Tues/Thurs @ 5:30 pm Grades 5-6 Mon/Thurs @ 6:30 pm Games Saturdays @ 9:00 am



TANG SOO DO YOUTH MARTIAL ARTS

In this new month to month program at the Y, Master Darryl Kahlid brings his years of experience, great expertise and enthusiasm to the Y to lead you in building confidence and strength while earning your belts.

Grades 1-4 Tues/Thurs 5:45-6:25 pm Grades 5-8 Tues/Thurs 6:30-7:15 pm

Uniforms \$25 Testing & certifications will be additional fees. Begins January 5th, 2021 Monthly Fees: Members \$20, Non-Members \$41 Additional Family Members \$10

FRIDAY AFTERNOON CLUB AT THE Y

Friday After Club (F.A.C.) at the Y will have different fun activities every Friday after school. Your child will receive a snack, take part in crafts, games, STEM activities, activities indoors and outdoors. They will also get to be a Healthy LifeStar, learning about healthy foods and activities while earning incentive prizes and take part in Kid Powered Kindness projects spreading kindness to others.



Ages 6 & Up FAC Meets Every Friday after School until 5:30 pm Monthly Fee: Members \$25, Non-Members \$35

(Turn page over for more exciting information!)



COOKIES & CANVAS SUPERHEROES

Ages 7 & Up Saturday, January 16th, 2021 2:00-5:00 PM \$15 Members, \$25 Non-Members

We provide everything your child needs to create a Superheroes painting of their choice. After painting is complete, they will be having cookies and watching a Superheroes movie!

STATES THE YAWARE BREAKED AND A THE STATES

We have several ways to share the Y... Members may bring a friend or family member to the Y. The day pass fee may be paid by either the guest of the member.



Grandparents add a grandchild to your membership for just \$10 per month.

Families add a grandparent to your membership for only \$18 per month.



Dec. 28, 2020 10:00 am - 2:00 pm Register to save a life by calling the Y or going to lifeservebloodcenter.org.



Give the gift of health. Our gift certificates can be customized for any amount you choose and are available at our Front Desk.

RATHBUN LAKE AREA YMCA 708 S. MAIN STREET, CENTERVILLE, IA 52544

641-437-1977

www.rathbunlakeareaymca.org

٠.	Monday	Tuesday	Wednesday	Thursday .	Friday	Saturday
AM	Barre 5:30am-6:15am	Fit for Life 5:30am-6:15am	Barre 5:30am-6:15am	Fit for Life 5:30am-6:15am	Barre 5:30am-6:15am	
	Yoga 9:00-9:45am	H2 0 AM Splash 9:30am-10:15am	Yoga 9:00-9:45am	H₂0 AM Splash 9:30am-10:15am	SilverSneakers Splash 9:30am-10:15am	
	SilverSneakers Splash 9:30am-10:15am	Forever Young 10:30am-11:15am	SilverSneakers Splash 9:30am-10:15am	Forever Young 10:30am-11:15am		Sunday
PM	Cardio Dance 5:45-6:15pm	Youth Martial Arts 5:45-6:30pm	Cardio Dance 5:45-6:15pm	Youth Martial Arts 5:45-6:30pm	Cardio Kickbox 5:45-6:15pm	

Group Exercise Schedule

Sign up for our next group exercise session at the front desk, by phone or online today!

Per Month: Member-\$20.00 Non-Member-\$41.00

Pre-registration Required

- (At least 4 hours prior to class)
- Class sizes are limited and set up for Physical Distancing
 - NO DROP-IN FEES AT THIS TIME

Personal Training Available for Individuals and Groups up to 6 people



Rathbun Lake Area YMCA

(641) 437-1977 | 708 South Main | Centerville IA, 52544 | www.rathbunlakeareaymca.org

Class Instructors

Barre:

Sheree

Fit for Life:

Amy

Silver Splash • H₂O AM Splash:

Cori

AM Yoga:

Jill

Forever Young

Jennifer

Cardio Dance, Cardio Kickboxing and Youth Martial Arts:

Darryl <u>Personal Training:</u> Jeremiah

J5T Lake Development Area Speed Study

Introduction

As an extension of the highway crossing the main structure at Rathbun Dam, J5T is an Appanoose County Highway that experiences significant swings in both traffic counts and speeds. This particular stretch of highway is the primary access route for traffic coming form metropolitan areas to the north in Iowa (Des Moines, Ottumwa, Iowa City and Cedar Rapids), which are the main source of non-local users of Rathbun Dam recreation areas. This report investigates the types of development in the area, rate of development, types and expectations of the highway users, the impacts of the generated traffic on the available transportation system, and practical measures the County can take to address the traffic needs.

Current Conditions

The following is a description of the traffic system currently serving the area directly adjacent to the North and East of Rathbun Dam in Appanoose County:

Appanoose County Highway JST is part of a paved local highway "loop" around Rathbun Dam. The highway approaches Rathbun Dam from the west coming to a four-way stop with Highway J29 which approaches the Dam area from the SE (connection with Iowa Highway 5). JST then proceeds across the Dam northeasterly approximately two miles, then turns north for three miles to an intersection with Appanoose County Highway J18. J18 connects with Iowa Highway 5 two miles to the east, and also extends westerly approximately 9 miles an intersection with Appanoose County Highway S70. S70 proceeds North toward Des Moines and South approximately 7 miles to complete the loop with JST, and continues on another 5 miles to Iowa Highway 2, the major East-West route in the southern tier of counties in Iowa.

The afore mentioned highway circulation funnels traffic traveling to the Dam area to a few destination areas, including the area Northeast of the Dam along J5T. This area includes the primary beach and boating destinations, as well as the only full-service marina on Rathbun Lake. The following are the business and recreational destination in the J5T corridor from the NE end of the Dam, northerly 1.5 miles:

<u>Facility</u>	Number
USACE Campgrounds	1
Private Campgrounds	6
Swimming Accesses	4
Residences	8
Restaurants	1
Storage Facilities	3
Cemeteries	1
Other Businesses	5

Each of the above termini add to congestion in the corridor during the "Lake Season" which runs from early April until September or October. The development has evolved over the last thirty to forty years with the little need of governmental control. However, the growth has recently reached a threshold where unpaved side roads are beginning to become affected by further private development. Area businesses have approached Appanoose County regarding the potential to lower the speed limit in the described area.

Proposed Development

Most notably, the aggregate road 430th Street, approximately 1 mile north of the NE end of the Dam, is the currently site of 80 proposed developed camper pads (of which 20 already exist) and a new storage facility, potentially accessing onto J5T from 430th Avenue at an intersection that is site distance restricted. That same development has a proposed access onto J5T that is substandard for 55 mph site distance. Both of those locations would comply with site distance criteria at a posted speed of 45 mph.

This report considers the impact of reducing the speed limit from the NE end of Rathbun Dam (end of USACE Jurisdiction), approximately 1.5 miles north to the west corner of Section 19-T70N-R17W. This area encompasses the previously mentioned existing and proposed facilities.

Results

The traffic counts were performed by Appanoose County Staff, utilizing ProTrax software. Counts were performed in July for the recreation season, and December for the base traffic. Adjustments were made for the lack of school related traffic during the Covid-19 Pandemic, which brought the base numbers into good correlation with the 2018 lowa DOT Traffic Count.

J5T in the subject area was shown to have an Average Annual Daily Traffic of 930 vehicles in 2018 based upon actual count (normally 4-hour duration). Appanoose County 2020 counts were done on a sevenday recorded basis in each of the timeframes presented. The Daily Traffic ranged from a daily average of 1633 vehicles in the summer to a winter average of 635 vehicles per day. A weighted average of traffic on an annual basis (five lake-season months to seven off-season months) yields an Annual Average Daily Traffic figure of 1051 vehicles. This implies a 10% growth in traffic over the past two years, and correlates with the increase of traffic and development seen in the Rathbun Dam area in 2018-2020, and is expected to continue in the future.

A wide variance in speeds was recorded, without correlation to the time of year. While posted at 55 mph, the average speed was slightly greater than 55 mph, with the 85th percentile approximately 65 mph with no appreciable variance for time of year. It is theorized that drivers react to the end of the 45 mph speed zone across the Dam and often accelerate beyond the posted 55 mph limit. This creates multiple safety concerns with the increased turning movements and slower moving camper traffic accessing USACE and private campgrounds, and other numerous access points in that corridor.

Summary & Proposal

Given the increased traffic and development in the described area, and safety concerns for the same, it is proposed to extend the 45 mph speed limit from the NE end of Rathbun Dam, to a point 1.5 miles north, also known as the West Corner of Section 19, T70N, R17W.

RESOLUTION FOR ESTABLISHING SPEED LIMITS

Appanoose County Resolution No.

WHEREAS, the Board of Supervisors is empowered under the authority of the Code of Iowa Sections 321.255 and 321.285 of the Code of Iowa, to determine upon the basis of an engineering and traffic investigation, that the speed limit of any secondary road is greater than is reasonably proper under the conditions existing, and may determine and declare a reasonable and proper speed limit, and

WHEREAS, such an investigation has been requested and has been completed by the Appanoose County Engineer.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERISORS OF APPANOOSE COUNTY that the speed limit be established and appropriate signs be erected at the location described as follows:

45 mph speed limit - from the NE end of Rathbun Dam (end of USACE Jurisdiction) near the SE Corner of Section 19, T70N, R17W, to a point 1.5 miles north, also known as the West Corner of Section 19, T70N, R17W

Resolution adopted this _____ day of ______, 2020

Appanoose County Board of Supervisors

Linda Demry, Board of Supervisors Chairperson

Neil Smith, Member

Jeff Kulmatycki, Member

ORDINANCE NUMBER ZOMA 0615-04

Prepared & Certified by Elizabeth Burgin, Appanoose County Zoning Administrator

Return to Appanoose County Zoning, 201 N. 12th St., Centerville, 1A 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.

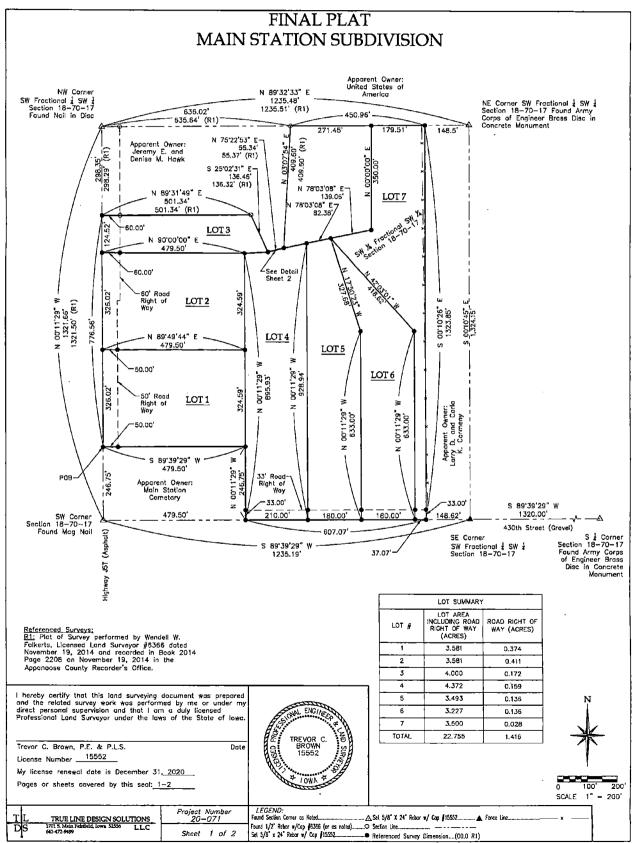
PUBLIC HEARING AND FIRST PASSAGE (READING)_____ SECOND PASSAGE (READING)_____ THIRD AND FINAL PASSAGE (READING) AND ADOPTION

Board of Supervisors Chair

County Auditor

INDEX LEGEND

County: Appanoase Section: 18 Township 70 N Range: 17 W Aliquot Part: SW 1 of the SW 1 Requested by: Jim Lindsey and Liso Robb Apparent Owners: Kenneth Lee Bidwell Surveyor: Trevor C. Brown, P.E. & P.L.S. 1701 South Main Street Fairfield, IA 52555 Phone: 641-472-9499



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 lowa 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

RESOLUTION #2020-31

			UDGET	
Fiscal Y		<u>0 - June 30, 2021</u>		
The APPANOOSE COUNTY will conduct a public hearing to the second secon	for the purpose	of amending the current bu	udget for fiscal year endi	ng June 30, 2021
Meeting Date/Time: 12/21/2020 09:30 AM	Contact: Kelly	/ Howard	Phone: (641) 856-6191
Meeting Location: Boardroom 1st Floor Courthouse				
There will be no increase in taxes. Any residents or taxpayers will be detailed statement of: additional receipts, cash balances on hand a anticipated, will be available at the hearing.	be heard for or it the close of the	against the proposed amen ne preceding fiscal year, an	dment at the time and p d proposed disbursemer	lace specified above. A nts. both past and
REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendmen
Taxes Levied on Property	1	4,685,093	0	4,685,0
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	
Less: Credits to Taxpayers	3	392,472	0.	392,4
Net Current Property Tax	4	4,292,621	0	4,292,6
Delinquent Property Tax Revenue	5	0	0	
Penalties, Interest & Costs on Taxes	6	6,000	0	6,0
Olher County Taxes/TIF Tax Revenues	7	1,158,052	43,280	1,201,3
Intergovernmental	8	4,337,437	196,052	4,533,4
Licenses & Permits	9	3,650	0	3.6
Charges for Service	10	335,885	0	335,8
Use of Money & Property	11	100,800	0	100,8
Miscellaneous	12	39,310	0	39,3
Subtotal Revenue	13	10,273,755	239,332	10,513,0
Other Financing Sources:				
General Long-Term Debt Proceeds	14	100.775	450.000	550,7
Operating Transfers In	15	830.938	0	830,9
Proceeds of Fixed Asset Sales	16	0	0.	
Total Revenues & Other Sources	17	11,205,468	689,332	11.894,80
EXPENDITURES & OTHER FINANCING USES				
Operating:				
Public Safety and Legal Services		3,002,586	143.003	3,145,58
Physical Health and Social Services	19	525.850	26.349	552,19
Mental Health, ID & DD	20	557.304	0	557.30
County Environment & Education	21	877.113	43,280	920.39
Roads & Transportation	22	4,408,943	0	4,408,94
Government Services to Residents	23	598.511		625.2
Administration	24	1,135.175	0	1,135,17
Nonprogram Current	25	0	0	
Debt Service	26	100,775	450,000	550,77
Capital Projects	27	750,000	0	750,00
Subtotal Expenditures	28	11,956,257	689,332	12,645,58
Dther Financing Uses: Deerating Tranfers Out				
Refunded Debt/Payments to Escrow	29	830,938	0	830.93
Fotal Expenditures & Other Uses		0	0	
Excess of Revenues & Other Sources over (under) Expenditures & Other Uses	<u>31</u> 32	<u>12,787,195</u> -1,581,727	<u>689,332</u>	<u>13,476,52</u> -1,581,72
Beginning Fund Balance - July 1, 2020	33	7 601 405		
ncrease (Decrease) in Reserves (GAAP Budgeting)	34	7,601,405	0	7.601,40
und Balance - Nonspendable	35	0	0	
und Balance - Restricted	36	4,552,430	0	4
und Balance - Committed	37	4,552,430	0	4,552,43
und Balance - Assigned	38	0	0	<u> </u>
Fund Balance - Unassigned		1,467,248		
Total Ending Fund Balance - June 30, 2021	40			1,467,24
Total Ending Fund Balance - June 30, 2021	40	6,019.678	0.	6,01

Explanation of Changes: \$239,332 COVID related grant revenue and expense: \$450,000 Law Center expense to complete design & bidding off set by LOSST G.O. Bond Issue in March 2021.

APPROVED:___

- DATE:_____
- ATTEST:

12/07/2020 10:10 AM

FY20/21 BUDGET AMENDMENT 12/21/2020

Auditor – Fund 02

\$26,700: Adding HAVA Cares Grant & CTCL Grant revenue and expense

Administration – Fund 28 & LOSST

\$43,279.79: Adding CDBG Grant revenue and expense \$450,000: Law Center expense

Public Health – Fund 01

\$26,349.44: Adding COVID Local Gov't Relief Grant revenue and expense

Sheriff – Fund 01

\$143,002.75: Adding COVID Local Gov't Relief Grant revenue and expense

\$ 43,280

\$450,000

Total Revenue \$689,332

Total Expense \$689,332

Revenue	
01000-00053-2347-05-19	\$143,003
01000-00053-2347-23-19	\$ 26,349
02000-08000-2571-02-19	\$ 26,700
28000-00051-1320-99	\$ 43,280
300XX(acct TBD)	\$450,000
Expense	
01000-01000-100-05	\$143,003
01000-03040-100-23-19	\$ 26,349
02000-08000-264-02-19	\$ 26,700

28000-06320-481-99-708

300XX (acct TBD)

RESOLUTION NO 2020-32

APPROPRIATIONS AMENDMENT

WHEREAS, Resolution No 2020-16 dated June 15, 2020 set appropriations by department for Fiscal Year 2021, and

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Appanoose County, Iowa to amend department appropriations by the following amounts:

<u>Dept# & Name</u>	<u>Amount</u>	<u>Dept# & Name</u>	<u>Amount</u>
02-Auditor	\$26,700	05-Sheriff	\$143,003
23-Public Health	\$26,349	99-Nondept	\$493,280

The above and foregoing resolution was adopted by the Board of Supervisors of Appanoose County, Iowa on December 21 2020, the vote thereon being as follows:

AYES:

NAYS:

Attest:

Chairperson, Board of Supervisors

Kelly Howard, Appanoose 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.)

xinnxnparated xinx 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 USA 52544 lowa (City) (State) (Zip Code) (Country) (Phone Number) (E-mail



BLOR 06-2013

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.]

DTC, the world's largest securities depository, is a limited-purpose trust company organized under 2. 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 DT C'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 DTC.

[9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to [Ten der/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.





November 17, 2020

VIA EMAIL

____County

RE: Engagement of Simmons Hanly Conroy LLC, Crueger Dickinson LLC, and von Briesen & Roper, s.c., as Counsel in Relation to Claims Against Opioid Manufacturers, Distributors and Chain Pharmacies

Dear ____County:

The purpose of this letter ("Engagement Letter") is to set out in writing the terms and conditions upon which the law firms of Simmons Hanly Conroy LLC, Crueger Dickinson LLC, and von Briesen & Roper, s.c., (collectively "Counsel) will provide legal services to _____ County ("County") in relation to the prosecution and/or resolution of certain claims against certain manufacturers, distributors and/or dispensers of opioid medications. Specifically, the County desires to retain Counsel to represent its interests in the negotiation of a resolution of its claims with the following entities: McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Drug Corporation Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. n/k/a Janssen Pharmaceuticals, Inc. (collectively "the Settling Defendants"). Additionally, the County retains Counsel to investigate and file claims against any non-settling companies named as Defendants in the In Re Prescription Opiate MDL, with the exception of Purdue Pharma L.P., Purdue Pharma Inc., The Purdue Frederick Company, Inc., or any other related entities, as those Defendants are currently in bankruptcy and the claims bar date has passed (collectively the potential Defendants will be referred to as "the Non-Settling Defendants"). Depending upon the results investigation of the facts and circumstances surrounding the County's potential claim(s), there may be additional parties sought to be made responsible and/or certain of the aforementioned parties may be removed from the potential claim.

This Engagement Letter shall apply solely and exclusively to the services set forth herein in relation to negotiation of a resolution or the investigation of a Lawsuit, as defined below. This Engagement Letter does not govern, nor does it apply to, any services of either Counsel unrelated thereto.

SCOPE OF SERVICES

Counsel will represent the County in negotiations pertaining to resolution of claims against the Settling Defendants and will work with County in the collection of information necessary to form a good faith basis for filing a claim against any Non-Settling Defendants. Subject to the County's approval, County hereby authorizes Counsel to file a lawsuit against one or all of the Non-Settling Defendants ("Lawsuit") upon the terms and conditions set forth herein.

RESPONSIBILITIES

Counsel will negotiate a resolution and/or prosecute a Lawsuit with diligence and keep County reasonably informed of progress and developments and respond to County's inquiries. County understands and agrees that all fees paid to Counsel shall be as set forth in this Engagement Letter. County agrees to cooperate with Counsel in the gathering of information necessary to investigate and prosecute the Lawsuit.

The following additional terms apply to the relationship between County and Counsel:

- A. Counsel shall remain sufficiently aware of the performance of one another and the performance to ascertain if each firm's handling of the Lawsuit conforms to the Rules of Professional Conduct. Counsel shall be available to County regarding any concerns on the part of County relating to the performance of Counsel. Counsel shall at all times remain ethically and financially responsible to the County for the services of Counsel set forth herein.
- C. With respect to any claims the County decides to bring against Non-Settling Defendants in a Lawsuit, attorneys' fees will be paid to Counsel as follows. The County's responsibility for attorney fees and expenses is contingent upon the successful outcome of the Lawsuit, as further defined below. Counsel have agreed in writing as to the appropriate split of attorney fees and expenses. Specifically, in the event of a Recovery (as defined below), the attorney fees will be split between the law firms as follows:

Firm Name	Percentage of Fees if Successful
Local Counsel	10%
von Briesen & Roper, s.c.	10%
Crueger Dickinson LLC	40%
Simmons Hanly Conroy LLC	40%

The split of attorneys' fees between Counsel may be subject to change. In the event of such an amendment, the County will be notified in writing of that amendment.

C. Counsel and County understand and agree that Counsel will all be considered attorneys for County. As such, each and all of Counsel will adhere to the Rules of Professional Responsibility governing the relationship between attorney and client.

ACTUAL AND POTENTIAL CONFLICTS OF INTEREST AND WAIVER OF CONFLICT

As County is aware, Counsel has entered similar arrangements as that set forth in this Engagement Letter with other counties and municipalities in Iowa and elsewhere. Counsel believe that the goals and objectives of County are aligned with the goals and objectives of all other counties and municipalities with respect to the Lawsuit. Counsel do not believe that to achieve the goals of the Lawsuit, either County or another county or municipality must take a position that is adverse to the interests of the other. However, to the extent any issue may arise in this matter about which County disagrees with another county or municipality, and one of you may wish to pursue a course that benefits one but is detrimental to the interest of the other, we cannot advise County or assist County or any other county or municipality in pursuing such a course. That is to say, Counsel cannot advocate for County's individual interests at the expense of the other counties or municipalities that Counsel represent in a Lawsuit. Counsel do not believe that this poses a problem because County's interests are currently aligned with the other counties and municipalities that are or may be in the Lawsuit. Counsel are confident that their representation of County will not be limited in this matter by representation of any other county or municipality, but County should consider these consequences of joint representation in deciding whether to waive this conflict.

In addition to the material limitation discussed above, there are other consequences for County in agreeing to joint representation. Because each county or municipality would be a client of Counsel, Counsel owe equal duties of loyalty and communication to each client. As such, Counsel must share all relevant information with all counties and municipalities who are clients in relation to the Lawsuit and Counsel cannot, at the request of one county or municipality, withhold relevant information from the other client. That is to say, Counsel cannot keep secrets about this matter among the counties and municipalities who are clients of Counsel with respect to the Lawsuit. Also, lawyers normally cannot be forced to divulge information about communications with their clients because it is protected by the attorney-client privilege. However, because County would be a joint client in the same matter with other counties and municipalities that engage Counsel about this matter, the attorney-client privilege would not apply, and each would not be able to invoke the privilege against the claims of the other.

Further, while County's position is in harmony with other counties and municipalities presently, and the conflict discussed above is waivable, facts and circumstances may change. For example, County may change its mind and wish to pursue a course that is adverse to the interests of another county or municipality and the conflict may become unwaivable. In that case, depending upon the circumstances, Counsel may have to withdraw from representing either County or another county or municipality and County would have to bear the expense, if County chooses, of hiring new lawyers who would have to get up to speed on the matter.

County is not required to agree to waive this conflict, and County may, after considering the risks involved in joint representation, decline to sign this Engagement Letter. By signing this Engagement Letter, County is signifying its consent to waiving the conflict of interest discussed herein.

Other than the facts and circumstances related to the joint representation of numerous counties and municipalities, Counsel are unaware of any facts or circumstances that would prohibit Counsel from providing the services set forth in this Engagement Letter.

FEES FOR LEGAL SERVICES AND RESPONSIBILITY FOR EXPENSES

A. <u>Calculation of Contingent Fee</u>

County and the Counsel agree that other than any amount Counsel is paid out of an attorneys' fee fund set up as a result of a national settlement with the Settling Defendants that Counsel will not separately charge a contingency fee to the County in relation to services rendered in negotiating a resolution with following entities: McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Drug Corporation Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc., and Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc. (collectively "the Settling Defendants").

For any claims pursued against the Non-Settling Defendants, the parties agree to the following fee arrangement. There is no fee for the services provided herein unless a monetary recovery acceptable to County is obtained by Counsel in favor of County, whether by suit, settlement, or otherwise ("Recovery"). County understands and agrees that a Recovery may occur in any number of different fashions such as final judgment in the Lawsuit, settlement of the Lawsuit, or appropriation to County following a nationwide settlement or extinguishing of claims in lawsuits and matters similar to the

Lawsuit. Counsel agree to advance all costs and expenses of Counsel, and the Lawsuit associated with investigating and prosecuting the Lawsuit provided, however, that the costs and expenses associated with County cooperating with Counsel in conjunction with the Lawsuit and otherwise performing its responsibilities under this Engagement Letter are the responsibility of County. In consideration of the legal services to be rendered by Counsel, the contingent attorneys' fees for the services set forth in this Engagement Letter shall be a gross fee of 25% of the Recovery, which sum shall be divided among Counsel as set forth in the above chart.

Upon the application of the applicable fee percentage to the gross Recovery, and that dollar amount set aside as attorneys' fees to Counsel, the amount remaining shall first be reduced by the costs and disbursements that have been advanced by Counsel, and that amount shall be remitted to Counsel. By way of example only, if the gross amount of the Recovery is \$1,000,000.00, and costs and disbursements are \$100,000.00, then the fee to Counsel and shall be \$250,000, the costs amount of \$100,000 shall be deducted from the balance of \$750,000.00, and the net balance owed to County shall be \$650,000. The costs and disbursements which may be deducted from a Recovery include, but are not limited to, the following, without limitation: court fees, process server fees, transcript fees, expert witness fees and expenses, courier service fees, appellate printing fees, necessary travel expenses of attorneys to attend depositions, interview witnesses, attend meetings related to the scope of this Engagement Letter and the like, and other appropriate matter related out-of-pocket expenses. In the event that any Recovery results in a monetary payment to County shall not be required to pay Counsel any more than the sum of the full Recovery.

B. <u>Nature of Contingent Fee</u>

No monies shall be paid to Counsel for any work performed, costs incurred or disbursements made by Counsel in the event no Recovery to County has been obtained. In the event of a loss at trial due to an adverse jury verdict or a dismissal of the Lawsuit by the court, no monies shall be paid to Counsel for any work performed, costs incurred or disbursements made by Counsel. In such an event, neither party shall have any further rights against the other.

C. Disbursement of Recovery Proceeds to County

The proceeds of any Recovery on County's behalf under the terms of this Engagement Letter shall be disbursed to County as soon as reasonably practicable after receipt by Counsel. At the time of disbursement of any proceeds from a Recovery, County will be provided with a detailed disbursement sheet reflecting the method by which attorney's fees have been calculated and the expenses of litigation that are due to Counsel from such proceeds. Counsel are authorized to retain out of any moneys that may come into their hands by reason of their representation of County the fees, costs, expenses and disbursements to which they are entitled as determined in this Engagement Letter.

TERMINATION OF REPRESENTATION

This Engagement Letter shall cover the period from the date first indicated below until the termination of the legal services rendered hereunder, unless earlier terminated as provided herein. This Engagement Letter may be terminated by County at any time, and in the event of such termination, neither party shall have any further rights against the other, except that in the event of a Recovery by County against the Opioid Manufacturers, Opioid Distributors an/or Opioid Chain Pharmacies subsequent to termination, Counsel shall have a statutory lien on any such Recovery as provided by applicable law and further maintain rights in the nature of *quantum meruit* to recover fees, costs and expenses

reasonably allocable to their work prior to termination. Counsel may withdraw as County's attorneys at any time for the following reasons:

- A. If Counsel determine, in their sole discretion, that County's claim lacks merit or that it is not worthwhile to pursue the Lawsuit further; or
- B. For Good Cause. For purposes of this Paragraph, Good Cause may include County's failure to honor the terms of the Engagement Letter, County's failure to follow Counsel's advice on a material matter, or any fact or circumstance that would, in the view of Counsel, impair an effective attorney-client relationship or would render continuing representation unlawful or unethical. If terminated for Good Cause, County will take all steps necessary to free Counsel of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete withdrawal provided, however, that Counsel shall have a statutory lien on any Recovery as provided by applicable law and further maintain rights in the nature of *quantum meruit* to recover fees, costs and expenses reasonably allocable to their work prior to termination.

SETTLEMENT

County has the authority to accept or reject any final settlement amount after receiving the advice of Counsel. County understands settlements are a "compromise" of its claim(s), and that Counsel's fee, as set forth above, applies to settlements also. For example, if a settlement is reached, and includes future or structured payments, Counsel's fee shall include its contingent portion of those future or structured payments.

NO GUARANTEE OF RECOVERY

County understands and acknowledges that dispute resolution through litigation often takes years to achieve. County understands and acknowledges that there is no guarantee or assurances of any kind regarding the likelihood of success of the Lawsuit, but that Counsel will use their skill, diligence, and experience to diligently pursue the Lawsuit.

LIMITED LIABILITY

von Briesen & Roper, s.c., and Crueger Dickinson LLC are limited liability entities under Wisconsin law. This means that if Counsel fails to perform duties in the representation of County and that failure causes County damages, the firms comprising Counsel and the shareholder(s) or principals directly involved in the representation may be responsible to County for those damages, but the firm's other shareholders or principals will not be personally responsible. Counsel's professional liability insurance exceeds the minimum amounts required by the Wisconsin Supreme Court for limited liability entities of similar size.

COMMUNICATION BY E-MAIL

Counsel primarily communicates with its clients via unencrypted internet e-mail, and this will be the way in which communications occur with County. While unencrypted e-mail is convenient and fast, there is risk of interception, not only within internal networks and the systems used by internet service providers, but elsewhere on the internet and in the systems of our clients and their internet service providers.

FILE RETENTION AND DESTRUCTION

In accordance with Counsel's records retention policy, most paper and electronic records maintained are subject to a 10-year retention period from the last matter activity date or whatever date deemed appropriate. Extended retention periods may apply to certain types of matters or pursuant to County's specific directives.

After the expiration of the applicable retention period, Counsel will destroy records without further notice to County, unless County otherwise notifies in writing.

MISCELLANEOUS

This Engagement Letter shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to conflicts of law rules. In the event of any dispute arising out of the terms of this Engagement Letter, venue for any such dispute shall be exclusively designated in the State or Federal Courts of Iowa.

It is expressly agreed that this Engagement Letter represents the entire agreement of the parties, that all previous understandings are merged in this Engagement Letter, and that no modification of this Engagement Letter shall be valid unless written and executed by all parties.

It is expressly agreed that if any term or provision of this Engagement Letter, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Engagement Letter, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and every other term and provision of this Engagement Letter shall be valid and shall be enforced to the fullest extent permitted by law.

The parties acknowledge that they have carefully read and fully understand all of the provisions of this Engagement Letter, and that they have the capacity to enter into this Engagement Letter. Each party and the person signing on behalf of each party, represents that the person signing this Engagement Letter has the authority to execute this document and thereby bind the party hereto on whose behalf the person is signing. Specifically, County acknowledges that it is bound by this Engagement Letter, has satisfied all conditions precedent to execution of this Engagement Letter and will execute all the necessary documents that may be required by its governing statutes and/or code.

CONCLUSION

Counsel are pleased to have this opportunity to be of service to County. If at any time during the course of representation you have any questions or comments about our services or any aspect of how we provide services, please don't hesitate to call one or all of the individuals listed below.

Engagement Letter Page -7

Very truly yours,

CRUEGER DICKINSON LLC

Erin K. Dickinson

von BRIESEN & ROPER, s.c.

CALLA

Andrew T. Phillips

SIMMONS HANLY CONROY LLC

MARL-

Paul J. Hanly

COUNTY agrees to retain the services of Counsel all upon the terms and conditions specified above.

By:

Title:

Date:

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 197,109.50 is ordered to be transferred from the Rural Services Fund to the Secondary Road Fund, effective <u>12-21-2020</u>.

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 <u>12-21-2020</u> the vote being as follows:

Ayes: _____

Nayes:_____

Attest:

County Auditor

BOND TO INSURE AGAINST DOUBLE PAYMENT

Date: 12-9-2020

Office of Auditor, Appanoose County, Centerville, Iowa

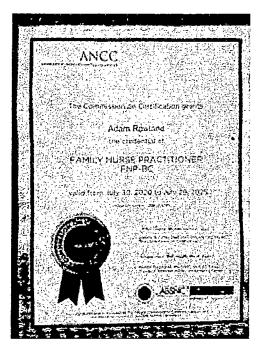
Office of Author, Appandose County, Centervine, Iowa	
WHEREAS, on or about the day of day of day of	+,20, <u>2</u> 0
CHECK # 36038 FUND # 2000	
AMOUNT #//, 70 ACCOUNT # 20000	01000 260 20
PAYABLE TO OHUMWA CUUN'ER 213 E. Ind St OHUMWA, IA 52501	
WHEREAS, the said CHECK has been lost and cannot be four	
WHEREAS, <u><u>HUMUA</u> <u>WINE</u> has req therefore, and which the officer in charge of said office is about</u>	uested that a duplicate be issued it to do;
NOW THEREFORE KNOW ALL MEN BY THESE PRESEN That <u>Application of the sum of t</u>	COUVING Appanoose County <u>an Severy (2015)</u> Auditor harmless from all costs and payment of said duplicate from any and all obligations on the be void and of no effect, otherwise
Signed this <u><u><u></u></u><u><u><u></u><u><u></u><u><u></u><u><u></u></u><u><u><u></u></u><u><u></u><u><u></u></u><u><u></u><u></u><u><u></u><u></u></u></u></u></u></u></u></u></u></u>	A.D. 20 20 MILLAN r Authorized Signer
STATE OF IOWA, COUNTY OF Wapello	
This instrument was acknowledged before me on $\underline{Deu 9}_{1}$	2020
by Iraci Counterman	(Date)
Payee or Authorized Signer	KYLE JAMES OCKER Notarial Seat - towa Commission Number 808764 My Commission Expires
<u>Guoup Editor</u> Title	February 2, 2021 SEAL
My Commission Expires FCb, 2, 2021	
MV Commission Expires run a a a a	

Kelly Howard

From:	Joni <sokolj@mediacombb.net></sokolj@mediacombb.net>
Sent:	Tuesday, December 15, 2020 10:38 AM
То:	Kelly Howard
Subject:	Prospective ME investigator

Ms Howard,

Please place on Monday's Supervisors meeting agenda to hire Adam Rowland, NP as a county Medical Examiner Investigator.



Thank you,

Doc Sokol ME 641-203-1877

Sent from my iPhone

Closed Bridge Project Options

Summary

There are currently six bridges closed on the Appanoose County Secondary Roads System. None of these bridges are currently funded in the Five-Year Construction Program. Given expectations of limited funding, options with order of magnitude costs have been developed with the following recommendations:

RECOMMENDATION For failed Bridge (FHWA No. 65650, AppCo No. 991202, AADT 35) on 150th Avenue Over Wolf Creek Branch: Option 1 (Beam-in-Slab Bridge) as per Program in FY22. Perhaps move up with local construction currently ahead of schedule. Est \$120,000

RECOMMENDATION For failed Boot Hill Bridge (FHWA No. 64611, AppCo No. 882004, AADT 50) on 170th Avenue Over Shoal Creek,: Currently included in Program for FY21, but without identified funding as cost estimates for preliminary design were more than double programmed amount. Option 4 (Closure), depending on funds available. Est \$50,000

RECOMMENDATION For failed Old Iowa Highway 2 Bridge (FHWA No. 603380, AppCo No. 992758, AADT 0): Option 3 (Closure). Est \$20,000

RECOMMENDATION For failed 550th Street Bridge (FHWA No. 064415, AppCo No. 872270, AADT 50) (in order of preference): Option 3 (RR Flatcar Bridge), 5 (Low-water Crossing) or 4 (Closure)), depending on funds available and acceptance of closure. Est \$180,000, \$120,000, or \$40,000

RECOMMENDATION For failed Bridge (FHWA No. 65290, AppCo No. 972641, AADT 10-15) on 265th Avenue: Option 6 (Upgrade alternate access) or 2 (RR Flatcar Bridge), depending on funds available Est. \$85,000 or \$180,000

RECOMMENDATION: For failed 135th Avenue Bridge (FHWA No. 064810, AppCo No. 891054 AADT 20), Option 4 (Closure) or 3 (RR Flatcar Bridge), depending on funds available and acceptance of closure on low traffic volume road. Est \$30,000 or \$220,000 May consider BR funding for this bridge INSTEAD OF currently programmed 130th St, ½ mile upstream (cost should be comparable at \$750,000).

While cost feasibility is a primary concern for this evaluation, the Board should consider citizen input toward the impacts of each option. Ultimately, the decision on which option to pursue will be the Board of Supervisors'. This document is an update of the original recommendations provided in April of 2020, including closures recommended by bridge consultant Calhoun Burns & Associates in late October 2020.

The closed bridge specifics and options are as follows:

Closed Bridge Details and Replacement Options

150Th Avenue Bridge

For failed 150th Avenue Bridge (FHWA No. 65650, AppCo No. 991202) on 150th Avenue Over Wolf Creek Branch, from 470th Street South 0.2 Miles to 150th Avenue Bridge, on WLINE S12 T69 R19 (with order of magnitude costs).

DA 2,300Ac AADT 35 per IDOT Traffic Flow Map Existing 26'x23' Precast Concrete Panel w/ wood piling

Note: Included in Current Program for SY2022

Option 1 – Replace, in place, with Beam-in-Slab Bridge (Benton County Bridge)

Remove existing bridge and construct on-site replacement, 40 Ft x 23 Ft steel bridge from beams and Concrete with local crew.

Estimated Cost: \$80,000 bridge, \$15,000 removal/roadway, \$5,000 rip-rap, \$0 ROW, 20% contingencies

Total Estimated Costs: \$120,000

- Pros 1. Full Service Project
 - 2. Long lasting solution
 - 3. Minor ROW or temp easement needs at bridge site only
 - 4. Local crew construction
 - 5. Low cost with repurposed beams
 - 6. Local design and approvals
 - 7. Lower cost solution than other options
 - 8. Less than one year to construction
 - 9. Two to three month construction project
 - 10. 100-yr Flood frequency
- Cons: 1. Slightly reduced width of bridge
 - 2. Higher level of maintenance vs. Box Culvert or Standard Bridge
 - 2. Access to site for materials delivery
 - 3. High cost of local funds v. traffic served

Option 2 – Low Water / Agricultural Crossing

Remove bridge and construct total overflow or battery of small culverts in creek bottom with riprap. Overflow can be placed anywhere desired in valley -with some backwater impacts.

Estimated Cost: \$100,000 crossing, \$40,000 removal/roadway, \$6,000 ROW, 20% contingencies Total Estimated Cost: \$180,000

- Pros: 1. Level of service matches traffic levels
 - 2. low cost v. alternates
 - 3. Slightly increased ROW needs, but still only at crossing location
 - 4. Construction period 4-6 weeks

Cons: 1. High cost v. traffic served

- 2. Deep channel for this type of crossing will require significant dirt moving
- 3. Deep channel will be susceptible to approach washouts ongoing maintenance
- 4. Traffic will need to be controlled for flood exposure (signing or Level C)
- 5. Potential flooding of properties will require flowage/ponding easements
- 6. proposed solution not eligible for SWAP. Would require local funding

Option 3 – Replace, in place, with Flatbed Rail Cars

Remove existing bridge and construct on-site replacement, 65 Ft x 23 Ft steel bridge from three (3) repurposed flatbed rail cars connected side by side.

Estimated Cost: \$120,000 bridge, \$15,000 removal/roadway, \$15,000 rip-rap, \$1,000 ROW, 20% contingencies

Total Estimated Costs: \$180,000

- Pros 1. Full Service Project
 - 2. Long lasting solution
 - 3. Minor ROW needs at bridge site only
 - 4. No access disruption for resident
 - 5. Low cost with repurposed Flatbed Rail Cars
 - 6. Local design and approvals
 - 7. low cost v. alternates
 - 8. Less than one year to construction
 - 9. Two to three month construction project
 - 10. 50 to 100-yr Flood frequency
- Cons: 1. Slightly reduced width of bridge
 - 2. Higher level of maintenance vs. Box Culvert or Standard Bridge
 - 2. Access to site for materials delivery
 - 3. High cost of local funds v. traffic served

Option 4 – Replace with Box Culvert

Remove existing bridge and construct on-site twin 10'x10' Box Culvert Replacement with headwall and erosion control

Estimated Costs: \$250,000 culvert, \$50,000 removal/roadway, \$10,000 ROW, 20% contingencies,

Total Estimated Cost: \$375,000

- Pros 1. Full Service Project
 - 2. Long lasting solution
 - 3. Minor ROW needs at bridge site only
 - 4. 100-yr Flood frequency
- Cons: 1. High cost of local funds v. traffic served
 - 2. Potential for backwater ponding and need to determine ponding/flooding easements
 - 2. Two-year design and clearance process
 - 3. Two-plus years to construction
 - 4. Season long construction project

RECOMMENDATION: Option 1 as per Program in FY22. Perhaps move up with local construction currently ahead of schedule

Boot Hill Bridge

For failed Boot Hill Bridge (FHWA No. 64611, AppCo No. 882004) on 170th Avenue Over Shoal Creek, from 550TH Street South 0.37 Miles to Tanker Bridge, on WLINE S20 T68 R18 (with order of magnitude costs).

DA 20,100Ac AADT 50 per IDOT Traffic Flow Map Existing 93'x22' Steel I-Beam Bridge w/ wood deck

Option 1 – Replace with overtopping in 2-year event

Remove existing bridge and construct on-site Replacement, 120 Ft x 24-6 Ft Continuous Concrete Slab Bridge (lowa Standard)

Estimated Cost: \$400,000 bridge, \$105,000 removal/roadway, \$30,000 ROW, 20%

contingencies

Total Estimated Cost: \$640,000

- Pros 1. Full Service Project
 - 2. Long lasting solution
 - 3. Minor ROW needs at bridge site only
 - 4. No access disruption for resident
- Cons: 1. Frequent high water impact
 - 2. High cost of SWAP funds v. traffic served
 - 3. Two year design and clearance process
 - 4. Two-plus years to construction
 - 5. Season long construction project

Option 2 – Replace with 100-yr event overtopping

Remove existing bridge and construct on-site Replacement, 163-10 Ft x 24-6 Ft Pretensioned Prestressed Concrete Beam (Iowa Standard)

Estimated Cost: \$540,000 bridge, \$795,000 removal/roadway, \$30,000 ROW, 20% contingencies

Total Estimated Cost: \$1,485,000

Pros 1. Full Service Project

- 2. Long lasting solution
- 3. Minor ROW needs at bridge site only
- 4. No access disruption for resident
- Cons: 1. Very high cost of SWAP funds v. traffic served
 - 2. Two year design and clearance process
 - 3. Two-plus years to construction
 - 4. Season long construction project

Option 3 – Low Water / Agricultural Crossing

Remove bridge and construct total overflow or battery of small culverts in creek bottom with riprap. Overflow can be placed anywhere desired in valley -with some backwater impacts.

Estimated Cost: \$100,000 crossing, \$50,000 removal/roadway, \$6,000 ROW, 20% contingencies Total Estimated Cost: \$190,000

- Pros: 1. Level of service matches traffic needs
 - 2. Lower cost solution than other options
 - 3. Slightly increased ROW needs, but still only at crossing location
 - 4. Construction period 4-6 weeks
 - 5. No access disruption for resident
- Cons: 1. High cost v. traffic served
 - 2. Deep channel for this type of crossing will require significant dirt moving
 - 3. Deep channel will be susceptible to approach washouts ongoing maintenance
 - 4. Traffic will need to be controlled for flood exposure (signing or Level C)
 - 5. Topography not well suited for overflow

6. Potential flooding of properties will require flowage/ponding easements

7. Proposed solution not eligible for SWAP. Would require local funding

Option 4 – Remove Bridge and Close Road Segment

Remove existing bridge and eliminate road section (create two dead ends)

- Estimated Cost: \$15,000 Grading, \$20,000 removal/roadway, \$? Damages, 20% contingencies Total Estimated Cost: \$50,000
- Pros: 1. Removes structure from the system
 - 2. Minimal cost with no recurrence
- Cons: 1. 3 miles out of distance travel for several citizens desiring to go east or to north side of bridge 2. Potential damages to adjacent property owner(s)

RECOMMENDATION For failed Boot Hill Bridge (FHWA No. 64611, AppCo No. 882004) on 170th Avenue Over Shoal Creek,: Option 4, depending on funds available

Old Hwy 2 Bridge (510th Street)

For failed Old Iowa Highway 2 Bridge (FHWA No. 603380, AppCo No. 992758) on 510th Street Over Walnut Creek, from 135th Avenue, East 0.1 Miles, near south line of S27 T69 R19 (with order of magnitude costs).

DA 17,953 Ac AADT 50 per IDOT Traffic Flow Map Existing 53'x20'

Option 1 – Replace with Box Culvert

Remove existing bridge and construct on-site Triple 12'x12' Box Culvert Replacement with headwall and erosion control

Estimated Cost: \$600,000 culvert, \$50,000 removal/roadway, \$10,000 ROW, \$20,000 Pavement Removal, 20% contingencies, less \$40,000 salvage value of PCC Pavement as riprap

Total Estimated Cost: \$780,000

- Pros 1. Full Service Project
 - 2. Long lasting solution
 - 3. ROW needs at bridge site only
 - 4. No access disruption for resident
 - 5. Pavement removal as part of project
- Cons: 1. Very high cost of SWAP funds v. traffic served
 - 2. Two year design and clearance process
 - 3. Two-plus years to construction
 - 4. Season long construction project

Option 2 – Replace with Bridge

Remove existing bridge and construct on-site Replacement, 80'x24' Continuous Concrete Slab Bridge (Iowa Standard) and erosion control

Estimated Cost: \$450,000 Bridge, \$50,000 removal/roadway, \$10,000 ROW, \$20,000 Pavement Removal, 20% contingencies, less \$40,000 salvage value of PCC Pavement as riprap

Total Estimated Cost: \$600,000

- Pros 1. Full Service Project
 - 2. Long lasting solution
 - 3. ROW needs at bridge site only
 - 4. No access disruption for resident
 - 5. Pavement removal as part of project
- Cons: 1. Very high cost of SWAP funds v. traffic served
 - 2. Two year design and clearance process
 - 3. Two-plus years to construction
 - 4. Season long construction project

5. More routine maintenance than a Box Culvert

Option 3 – Remove Bridge and Close Road Segment

Remove existing bridge and eliminate road section (create two dead ends), salvage ½ mile of PCC Pavement

Estimated Cost: \$\$30,000 removal/roadway, \$20,000 Pavement Removal, 20% contingencies, less \$40,000 salvage value of PCC Pavement as riprap

Total Estimated Net Cost: \$20,000

- Pros: 1. Level of service matches traffic needs
 - 2. Lowest cost solution
 - 3. Minimal ROW needs
 - 4. Eliminate bridge replacement need.
 - 5. Harvest pavement for riprap as part of project
 - 6. No A & E clearances
 - 7 Work period 2-4 weeks
 - 8. Minimal traffic impact as bridge has been closed long term
- Cons: 1. Vacation required for portions of 510th Street
 - 2. Partial access disruption for resident during work

RECOMMENDATION For failed Old Iowa Highway 2 Bridge (FHWA No. 603380, AppCo No. 992758): Option 3

Bottoms Bridge (550th Street)

For failed 550th Street Bridge (FHWA No. 064415, AppCo No. 872270) on 550th Street over Walnut Creek, from 250th Avenue, East 0.7 Miles, on north line of S22 T68 R17 (with order of magnitude costs).

DA 3437 Ac AADT 50 per IDOT Traffic Flow Map Existing 49'x18'

Option 1 – Replace with Box Culvert

Remove existing bridge and construct on-site twin 10'x12' Box Culvert Replacement with headwall and erosion control

Estimated Costs: \$350,000 culvert, \$50,000 removal/roadway, \$10,000 ROW, 20% contingencies,

Total Estimated Cost: \$490,000

- Pros 1. Full Service Project
 - 2. Long lasting solution
 - 3. Minor ROW needs at bridge site only
 - 4. No access disruption for resident
 - 5. 100-yr Flood frequency
- Cons: 1. High cost of local funds or SWAP v. traffic served
 - 2. Potential for backwater ponding and need for appropriate ponding/flooding easements
 - 2. Two-year design and clearance process
 - 3. Two-plus years to construction
 - 4. Season long construction project

Option 2 – Replace with Standard Bridge

Remove existing bridge and construct on-site Replacement, 75'x24' Continuous Concrete Slab Bridge (lowa Standard) and erosion control

Estimated Costs: \$300,000 Bridge, \$50,000 removal/roadway, \$10,000 ROW, 20% contingencies

Total Estimated Net Cost: \$430,000

- Pros 1. Full Service Project
 - 2. Long lasting solution
 - 3. Minor ROW needs at bridge site only
 - 4. No access disruption for resident
 - 5. 100-yr Flood frequency
- Cons: 1. High cost of local funds or SWAP v. traffic served
 - 2. Higher level of maintenance vs. Box Culvert
 - 3. Two-year design and clearance process
 - 4. Two-plus years to construction
 - 5. Season long construction project

Option 3 – Replace, in place, with Flatbed Rail Cars

Remove existing bridge and construct on-site replacement, 65 Ft x 23 Ft steel bridge from three (3) repurposed flatbed rail cars connected side by side.

Estimated Cost: \$120,000 bridge, \$15,000 removal/roadway, \$15,000 rip-rap, \$1,000 ROW, 20% contingencies

Total Estimated Costs: \$180,000

- Pros 1. Full Service Project
 - 2. Long lasting solution
 - 3. Minor ROW needs at bridge site only
 - 4. No access disruption for resident
 - 5. Low cost with repurposed Flatbed Rail Cars
 - 6. Local design and approvals
 - 7. low cost v. alternates
 - 8. Less than one year to construction
 - 9. Two to three month construction project
 - 10. 50 to 100-yr Flood frequency
- Cons: 1. Slightly reduced width of bridge
 - 2. Higher level of maintenance vs. Box Culvert or Standard Bridge
 - 2. Access to site for materials delivery
 - 3. High cost of local funds v. traffic served

Option 4 - Remove Bridge and Close Road Segment

Remove existing bridge and eliminate road section (create two dead ends), Estimated Cost: \$30,000 removals/roadway, \$? Damages, 20% contingencies

Total Estimated Net Costs: \$40,000

- Pros: 1. Level of service matches traffic needs
 - 2. Lowest cost solution
 - 3. Minimal ROW needs
 - 4. Eliminate bridge replacement need.
 - 5. Harvest pavement for riprap as part of project
 - 6. No A & E clearances
 - 7 Work period 2-4 weeks
- Cons: 1. Vacation required for portions of 550th Ave
 - 2. 3 miles out of distance travel for several citizens desiring to go east or to east side of bridge
 - 3. Potential damages to adjacent property owner(s)

Option 5 – Low Water / Agricultural Crossing

Remove bridge and construct total overflow or battery of small culverts under concrete slab in creek bottom with riprap. Sign for flooding potential

Estimated Cost: \$50,000 crossing, \$40,000 removal/roadway, \$6,000 ROW, 20% contingencies Total Estimated Cost: \$120,000

- Pros: 1. Level of service matches traffic needs
 - 2. Lower cost solution than Option 1
 - 3. Slightly increased ROW needs, but still only at crossing location
 - 4. Construction period 4-6 weeks
 - 5. No access disruption for resident
- Cons: 1. High cost v. traffic served
 - 2. Deep channel for this type of crossing will require significant dirt moving
 - 3. Deep channel will be susceptible to approach washouts ongoing maintenance
 - 4. Traffic will need to be controlled for flood exposure (signing)
 - 5. A & E clearances likely necessary due to deep excavation
 - 6. Need for Ponding/Flooding Easements

RECOMMENDATION For failed 550th Street Bridge (FHWA No. 064415, AppCo No. 872270): Option 3, 5 or 4 (in order of preference), depending on funds available and acceptance of closure

265th Avenue Bridge

For failed Bridge (FHWA No. 65290, AppCo No. 972641) on 265th Avenue 1 mile north of IA2 (with order of magnitude costs).

DA 3130 Ac AADT 10-15 per IDOT Traffic Flow Map, No record of higher counts Existing 72'x20' converted RR Deck Girder Bridge with failed south abutment

Issues: Liability concern with replacement of bridge with a smaller structure due to adding to potential backwater. Some property ownership of both sides of bridge. Area residents commute to east over bridge

Option 1 – Replace in place

Remove existing bridge and construct on-site Replacement, 100 Ft x 26 ft Concrete Slab (lowa Standard). 100-yr Flood frequency.

Estimated Cost: \$400,000 bridge, \$50,000 removal/roadway, \$4,000 ROW, 20% contingencies Total Estimated Cost: \$550,000

- Pros 1. Full Service Project
 - 2. Long lasting solution
 - 3. Minor ROW needs at bridge site only
 - 4. No access disruption for resident
 - 5. 100-yr Flood frequency
- Cons: 1. High cost of <u>local funds</u> v. traffic served
 - 2. Two year design and clearance process
 - 3. Two-plus years to construction
 - 4. Season long construction project

Option 2 – Replace, in place, with Flatbed Rail Cars

Remove existing bridge and construct on-site replacement, 65 Ft x 23 Ft steel bridge from three (3) repurposed flatbed rail cars connected side by side. 50 to 100-year Flood frequency

Estimated Cost: \$120,000 bridge, \$15,000 removal/roadway, \$15,000 rip-rap, \$1,000 ROW, 20%

cont.

Total Estimated Cost: \$180,000

- Pros 1. Full Service Project
 - 2. Long lasting solution
 - 3. Minor ROW needs at bridge site only
 - 4. No access disruption for resident
 - 5. Low cost with repurposed Flatbed Rail Cars
 - 6. Local design and approvals
 - 7. low cost v. alternates
 - 8. Less than one year to construction
 - 9. two to three month construction project

- 10. 50 to 100-yr Flood frequency
- Cons: 1. Level B or C required for portions of 265th Ave
 - 2. Slightly reduced width of bridge
 - 3. 10 ft less length but still appears adequate for channel capacity
 - 4. Access to site for materials delivery
 - 5. No further update on 495th Street

Option 3 – Replace with Dual Tanker Cars

Remove existing bridge and construct on-site replacement, consisting of dual 9'-6" diameter, 60-foot long, repurposed railroad tanker cars. Flow capacity will be approximately a 10-Year Flood frequency

Estimated Cost: \$35,000 materials, \$20,000 removal/roadway, \$20,000 Labor, \$20,000 rip-rap,

\$1,000 ROW, 20% contingencies

Total Estimated Cost: \$120,000

Pros 1. Full Service Project

- 2. Relatively long-term solution
- 3. Minor ROW needs at bridge site only
- 4. No access disruption for resident
- 5. Low cost with repurposed Railroad Tankers Cars
- 6. Local design and approvals
- 7. low cost v. new construction alternates
- 8. Less than one year to construction
- 9. two to three month construction project
- Cons: 1. Level B or C required for portions of 265th Ave
 - 2. Access to site for materials delivery
 - 3. No further update on 495th Street
 - 4. lower flow capacity structure will require frequent maintenance (approx. a 10-Year Flood

frequency)

5. Potential loss of structure in major flood event

Option 4 – East By-Pass Road

Remove existing bridge and close/convert 265th Ave to Level C existing road from 502nd St north to 495th St. Construct approximately 0.5 miles of new road alignment east of existing 265th Ave to 502nd St, including single tanker car on tributary to Creek. 10 to 25-Year Flood frequency

Estimated Cost: \$20,000 bridge removal, \$10,000 ROW/fence, \$60,000 tanker car, \$75,000 roadway & culverts, 20% contingencies

Total Estimated Cost: \$200,000

- Pros: 1. Level of service matches traffic needs
 - 2. Lower cost solution than Option 1, 2
 - 3. Eliminate bridge replacement needs
 - 4. No access disruption for resident

Cons: 1. Increased ROW needs

- 2. One large structure required to cross tributary
- 3. High Cost v. traffic served
- 4. Route through flood prone area (10 to 25-Yr frequency), wetlands replacement likely (\$\$)
- 5. A & E clearances likely necessary due to route through creek valley
- 6. Construction period 8-10 weeks
- 7. Poor soils for road construction

Option 5 – West By-Pass Road

Remove existing bridge and close/convert 265th Ave to Level C existing road from 502nd St north to 495th St. Construct approximately 0.75 miles of new road alignment west of existing 265th Ave to 502nd Ave, including two 60-inch CMP on tributaries to Creek. 25-Year Flood frequency

Estimated Cost: \$20,000 bridge removal, \$15,000 ROW & fence, \$10,000 culverts, \$90,000 roadway & culverts, 20% contingencies

Total Estimated Cost: \$170,000

- Pros: 1. Level of service matches traffic needs
 - 2. Lower cost solution than Option 1, 2, 3
 - 3. Eliminate bridge replacement need and transfer ownership of second bridge to private parties
 - 4. Minimal access disruption for resident
- Cons: 1. Increased ROW needs
 - 2. Multiple cross pipes needed to cross local drainages
 - 3. High Cost v. traffic served
 - 4. A & E clearances likely necessary due route through creek valley
 - 5. Construction period 8-10 weeks
 - 6. Poor soils for road construction
 - 7. 25-Year Flood frequency

Option 6 – Remove Bridge, Improve 495th Street for Higher Level of Service

Remove existing bridge and close/convert 265th Ave to Level C existing road from 502nd St north to 495th St. Improve 0.75 miles of 495th Street for drainage, remove snow traps and impacting brush. Construct to 28-foot top standard.

Estimated Cost: \$20,000 bridge removal, \$4,000 (temporary only) ROW, \$5,000 culverts,

\$40,000 roadway, 20% contingencies

Total Estimated Cost: \$85,000

- Pros: 1. Level of service matches traffic needs
 - 2. Lowest cost solution
 - 3. Minimal ROW needs
 - 4. Eliminate bridge replacement need.
 - 5. Potential to transfer ownership of second bridge to private parties and Level C 265th St
 - 6. Maintenance project to optimize 495th St grading
 - 7. No A & E clearances
 - 8. Work period 2-4 weeks
- Cons: 1. Out of distance travel for local farming operations
 - 2. Road profile with potential snow traps
 - 3. Level C or vacation required for portions of 265th Ave
 - 4. Partial access disruption for resident during work

Option 7 – Low Water / Agricultural Crossing

Remove bridge and construct total overflow or battery of small culverts under concrete slab in creek bottom with riprap. Convert 265th Ave to Level C existing road from 502nd St north to 495th St. Sign for flooding potential

Estimated Cost: \$100,000 crossing, \$60,000 removal/roadway, \$6,000 ROW, 20% contingencies Total Estimated Cost: \$200,000

- Pros: 1. Level of service matches traffic needs
 - 2. Lower cost solution than Option 1
 - 3. Slightly increased ROW needs, but still only at crossing location
 - 4. Construction period 4-6 weeks
 - 5. No access disruption for resident
- Cons: 1. High cost v. traffic served
 - 2. Deep channel for this type of crossing will require significant dirt moving
 - 3. Deep channel will be susceptible to approach washouts ongoing maintenance
 - 4. Traffic will need to be controlled for flood exposure (signing or Level C)
 - 5. A & E clearances likely necessary due to deep excavation
 - 6. Need for Ponding/Flooding Easements

RECOMMENDATION For failed Bridge (FHWA No. 65290, AppCo No. 972641) on 265th Avenue: Option 6 or 2, depending on funds available

135th Avenue Bridge

For failed 135th Avenue Bridge (FHWA No. 064810, AppCo No. 891054) on 135th Avenue over Coal Creek, from 524th Street South 1 Mile, near the center of S10 T68 R19 (with order of magnitude costs).

DA 10,368 Ac AADT 20 per IDOT Traffic Flow Map, 2010 Count was 30 VPD Existing 80' x 22' Riveted Pony Truss

Option 1 – Replace with Box Culvert

Remove existing bridge and construct on-site Triple 10'x12' Box Culvert Replacement with headwall and erosion control. BR Funding in lieu of 130th St

Estimated Costs: \$450,000 culvert, \$60,000 removal/roadway, \$10,000 ROW, 20% contingencies,

Total Estimated Cost: \$625,000

- Pros 1. Full Service Project
 - 2. Long lasting solution
 - 3. Minor ROW needs at bridge site only
 - 4. No access disruption for resident
 - 5. 100-yr Flood frequency
- Cons: 1. High cost of local funds v. traffic served
 - 2. Potential for backwater ponding and need for appropriate ponding/flooding easements
 - 2. Two-year design and clearance process
 - 3. Two-plus years to construction
 - 4. Season long construction project

Option 2 – Replace with Standard Bridge

Remove existing bridge and construct on-site Replacement, 110'x24' Continuous Concrete Slab Bridge (Iowa Standard) and erosion control. BR Funding in lieu of 130th St

Estimated Costs: \$430,000 Bridge, \$60,000 removal/roadway, \$10,000 ROW, 20% contingencies

Total Estimated Net Cost: \$600,000

- Pros 1. Full Service Project
 - 2. Long lasting solution
 - 3. Minor ROW needs at bridge site only
 - 4. No access disruption for resident
 - 5. 100-yr Flood frequency
- Cons: 1. High cost of local funds v. traffic served
 - 2. Higher level of maintenance vs. Box Culvert
 - 3. Two-year design and clearance process
 - 4. Two-plus years to construction
 - 5. Season long construction project

Option 3 – Replace, in place, with Flatbed Rail Cars

Remove existing bridge and construct on-site replacement, 70 Ft x 23 Ft steel bridge from three (3) repurposed flatbed rail cars connected side by side.

Estimated Cost: \$140,000 bridge, \$40,000 removal/roadway, \$15,000 rip-rap, \$1,000 ROW, 20% contingencies

Total Estimated Costs: \$220,000

- Pros 1. Full Service Project
 - 2. Long lasting solution
 - 3. Minor ROW needs at bridge site only
 - 4. No access disruption for resident
 - 5. Low cost with repurposed Flatbed Rail Cars
 - 6. Local design and approvals
 - 7. low cost v. alternates
 - 8. Less than one year to construction
 - 9. Two to three month construction project
 - 10. 25 to 50-yr Flood frequency
- Cons: 1. Slightly reduced width of bridge
 - 2. Higher level of maintenance vs. Box Culvert or Standard Bridge
 - 2. Access to site for materials delivery
 - 3. High cost of local funds v. traffic served

Option 4 - Remove Bridge and Close Road Segment

Remove existing bridge and eliminate road section (create two dead ends), Estimated Cost: \$25,000 removals/roadway, \$? Damages, 20% contingencies

Total Estimated Net Costs: \$30,000

- Pros: 1. Level of service matches traffic needs
 - 2. Lowest cost solution
 - 3. Minimal ROW needs
 - 4. Eliminate bridge replacement need.
 - 5. No A & E clearances
 - 6. Work period 1-2 weeks
- Cons: 1. Vacation required for portions of 135th Ave
 - 2. <2 miles out of distance travel for E/W travel, 4 miles from one side of bridge to other
 - 3. Potential damages to adjacent property owner(s)

Option 5 – Low Water / Agricultural Crossing

Remove bridge and construct total overflow or battery of small culverts under concrete slab in creek bottom with riprap. Sign for flooding potential

Estimated Cost: \$100,000 crossing, \$60,000 removal/roadway, \$6,000 ROW, 20% contingencies Total Estimated Cost: \$120,000

- Pros: 1. Level of service matches traffic needs
 - 2. Lower cost solution than Option 1
 - 3. Slightly increased ROW needs, but still only at crossing location
 - 4. Construction period 4-6 weeks
 - 5. No access disruption for resident
- Cons: 1. High cost v. traffic served
 - 2. Deep channel for this type of crossing will require significant dirt moving
- 3. Poor roadway geometry (curve) for low water crossing construction and later driver recognition
 - 4. Deep channel will be susceptible to approach washouts ongoing maintenance
 - 5. Traffic will need to be controlled for flood exposure (signing)
 - 6. A & E clearances likely necessary due to deep excavation
 - 7. Need for Ponding/Flooding Easements

RECOMMENDATION: For failed 135th Avenue Bridge (FHWA No. 064810, AppCo No. 891054), Option 4 or 3, depending on funds available and acceptance of closure on low traffic volume road. Anticipate replacing only 135th Street Bridge <u>or</u> bridge ½ mile upstream on 130th St that is currently included in FY23 as a SWAP/BR Project.