

OFFICE OF THE
Appanoose County Auditor
KELLY HOWARD
COURTHOUSE
201 N. 12th St., Rm 11
CENTERVILLE, IOWA 52544

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

Meeting Agenda
June 21, 2021

The Appanoose County Board of Supervisors will meet Monday, June 21, 2021 at 9:00 A.M. in the Boardroom of the Courthouse. Items on the agenda include:

1. Pledge
2. Declaration of items to be added to the agenda
3. Approve minutes of the June 7 & 16, 2021 meetings
4. Approve reports (6/11 payroll & 5/21 Prisoner Room & Board)
5. Approve bills
6. Approve Liquor Licenses
7. Approve FY22 Salary Certifications
8. Approve Resolution #2021-25: FY22 Appropriations
9. Approve Resolution #2021-26: Secondary Roads Interfund Transfer
10. Approve Secondary Roads Hiring: William Howington
11. Accept Medical Examiner resignation
12. Approve Veteran Affairs Vehicle Silent Auction
13. Approve FY21 Nyhart Service Agreement
14. Approve FY22 Solutions Contracts (Support Agreement, Statement of Work, and Managed Services)
15. County Engineer Report
 - a. Approve Resolution 2021-27: Temporary Road Closure and Detour for Paving Replacement on T-20
 - b. Discuss installation of National Historic Trail Signs for the Mormon Pioneer National Historic Trail
16. Public Comments
17. Adjourn

June 7, 2021

Appanoose County Board of Supervisors met in regular session June 7, 2021 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Linda Demry, Chairperson, Mark McGill and Jeff Kulmatycki, Boardmembers. Absent: none.

Meeting started with the Pledge.

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

McGill motioned to approve the minutes from the May 17, 2021 meeting. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve 5/28 payroll. Seconded by McGill. All voted aye.

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

Access Sys	Typing-Print.-Bind.Serv.	138.73
Albia Newspapers	Official Pub.& Legal Not.	609.72
Alliant	Engineering Services	1818.87
Sec Rds	E911 Sign Expense (Labor)	60.00
App Co Tourism	Contrib. & Purchase Serv	6691.09
App Co Treas	Off. Supplies & Forms	252.85
App Comm Care	Homemaker-Home Health Aid	1798.74
Aramark	Engineering Services	188.56
Bailey Off	Off. Supplies & Forms	99.21
Banleaco	Off. Equip Repair & Maint	419.50
D Barnthouse	Building Repair & Maintce	250.00
Blue Force Gear	Law Enf. Equip & Weapons	100.42
Bluestone	Law Enf. Equip & Weapons	389.50
Bratz Oil	Mileage & Transp. Expense	177.70
Brown's Shoe	Engineering Services	119.00
Burgin, Elizabeth	Mileage & Transp. Expense	72.45
C-D Supply	Custodial Supplies	39.59
Cantera Aggregates	Engineering Services	15277.22
Capital One	Jail Equip. & Furniture	209.28
CDW Government	Off. Supplies & Forms	223.21
Centec	Care of Soldiers Graves	725.12
Cville Iron	Engineering Services	16.26
Cville Wtrwks	Engineering Services	423.29
Central IA Fasteners	Engineering Services	50.45
City Cville	Salary-Regular Employees	5122.76
Ted Clark Plumbing	Jail Equip. & Furniture	120.00
Country Inn	Educational & Train.Serv.	728.00
ESRI	Engineering Supplies	1650.00
Fareway	Contract Services	85.43
First Bkcd	Dues & Memberships	15.00
L Floen	Vehicle Repair & Maintce	46.10
Fogle TV	Engineering Services	165.14
Forbes Office Solutions	Off. Supplies & Forms	42.59
PJ Greufe	Health Insurance	1500.00
Housby Mack	Engineering Services	145.40
IACCVSO	Contract Services	50.00
Impressive Designs	Off. Supplies & Forms	10.00
Interstate Batt	Engineering Services	267.90
IA Law Enforcement Academy	Educational & Train.Serv.	6875.00
IA Media Network	Official Pub.& Legal Not.	300.00
IA Prison Industries	Educational & Train.Serv.	230.00
IA State Bar Assoc	Dues & Memberships	280.00
D Jackson	Engineering Services	45.00

Joiner Constr	Building Perm. Improvemnt	42669.25
Kiesler Police Supply	Law Enf. Equip & Weapons	3426.20
Kimball	Engineering Services	503.35
R Lamb	Medical & Health Services	501.53
Lange FH	Mileage & Transp. Expense	1390.00
K Laurson	Office Equip. & Furniture	34.89
Lexipol	Educational & Train.Serv.	11676.00
Lockridge	Engineering Services	225.07
Mail Serv	Vehicle Renewal Notices	430.40
R Matkovich	Rent Payments	350.00
K McSweeney	Mileage & Transp. Expense	514.40
Midwest Construction	Building Perm. Improvemnt	13031.20
Midwest Wheel	Engineering Services	566.92
MMIT	Off. Supplies & Forms	115.81
Municipal Housing Agency	Rent Payments	234.00
Natel	Telephone & Telegr.Serv.	914.28
Nat'l Pen	Contract Services	95.20
Oden Enterprises	Bridge & Culvert Maint.	7737.60
On Target Ammo	Law Enf. Equip & Weapons	7350.00
Ottumwa Courier	Official Pub.& Legal Not.	596.00
PATC	Off. Supplies & Forms	220.00
PELLA REGIONAL HEALTH CENTER	Engineering Services	78.00
Petty C-Sheriff	Postage & Mailing	8.25
Pictometry	E911 Other Capital Expens	26090.00
Pomp's Tire Service	Engineering Services	113.00
Prof Computer	Off. Equip Repair & Maint	19.95
Quick Shop	Transportation	118.04
Quill	Off. Supplies & Forms	249.31
RACOM	Radio and related equipme	3600.00
Rainbo Oil	Engineering Services	1025.96
River Hills	Medical & Health Services	460.00
RK Auto	Vehicle Repair & Maintce	447.64
SE IA Assessors	Educational & Train.Serv.	350.00
Secretary of State	Off. Supplies & Forms	30.00
Seymour Tire	Engineering Services	33.50
Shield Technology	Off. Equip Repair & Maint	6362.50
N Shilling	Educational & Train.Serv.	8.01
Simmons Bldg Materials	Plumbing Rpr & Maint	24.32
B Skinner	Educational & Train.Serv.	28.21
Solutions	Computer & Microfilm Supp	4758.78
Taylor Twp Clerk	Care of Soldiers Graves	98.00
Tony's Plumbing & Heating	Building Perm. Improvemnt	11371.02
Tyler	Off. Supplies & Forms	449.00
UMB Bank, N.A.	Building Perm. Improvemnt	300.00
US Bank	Off. Supplies & Forms	1305.21
US Cellular	Off. Supplies & Forms	925.86
USPS	Postage & Mailing	1047.60
VERIZON	Off. Supplies & Forms	160.03
Walker Welding	Engineering Services	162.57
Wapello Sher	Legal Serv. Dep-Subp-Tran	76.80
Wayne Co Sheriff	Food Preparation Service	6120.00
RICK A WEIDNER, AIA	Building Perm. Improvemnt	8000.00
C Willey	Educational & Train.Serv.	102.33
Windstream	Telephone & Telegr.Serv.	735.12
Grand Total		215070.19

McGill motioned to approve the liquor license for Brownie's Bait-Breakfast-Beer. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the cigarette permit for Rathbun Marina. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the fireworks permit for Appanoose County Fair Board. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve the final plat for Forbush Meadows Subdivision. Seconded by McGill. All voted aye.

McGill motioned to approve Resolution #2021-23. Seconded by Kulmatycki. All voted aye.

Resolution #2021-23

Adopting the ADLM Regional Multi-Jurisdictional Local Hazard Mitigation Plan (Counties of Appanoose, Davis, Lucas, and Monroe, Iowa)

Whereas, Appanoose County recognizes the threat that natural hazards pose to people and property within our community; and

Whereas, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

Whereas, the U.S Congress passed the Disaster Mitigation Act of 2000 ("Disaster Mitigation Act") emphasizing the need for pre-disaster mitigation of potential hazards;

Whereas, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

Whereas, an adopted Local Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

Whereas, Appanoose County fully participated in the hazard mitigation planning process to prepare this Multi-Jurisdictional Local Hazard Mitigation Plan; and

Whereas, the Iowa Homeland Security and Emergency Management Department and the Federal Emergency Management Agency Region VII officials have reviewed the "ADLM Regional Multi-Jurisdictional Local Hazard Mitigation Plan," and approved it contingent upon this official adoption of the participating governing body; and

Whereas, Appanoose County desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the ADLM Regional Multi-Jurisdictional Local Hazard Mitigation Plan; and

Whereas, adoption by the governing body for Appanoose County demonstrates the jurisdictions' commitment to fulfilling the mitigation goals outlined in this Multi- Jurisdictional Local Hazard Mitigation Plan;

Whereas, adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan;

Now, therefore, be it resolved, that the Appanoose County Board of Supervisors adopts the "ADLM Regional Multi-Jurisdictional Local Hazard Mitigation Plan" as an official plan; and

Be it further resolved, Appanoose County will submit this Adoption Resolution to the Iowa Homeland Security and Emergency Management Department and Federal Emergency Management Agency Region VII officials to enable the plan's final approval.

Approval Date: 6/7/2021

/s/:Linda Demry, Certifying Official

Attest: /s/Kelly Howard

McGill motioned to set a special year-end bill pay only meeting for 6/28/21 at 9 A.M. Seconded by Kulmatycki. All voted aye.

County Engineer, Brad Skinner, provided an update to the board. T20 was milled last week. Paving is scheduled for 6/17. They have been working on soft spots prior to paving. The shoulder will be done the end of July. More chips have been applied to 160th St following its seal coat last year. The rock haul is two-thirds complete. Spot rock has been applied to the airport road and a few others. Discarded road materials are being repurposed on roads in parks. McGill questioned road preparation prior to dust control. Due to rain some roads were not repaired prior to application. Skinner also stated concern that some was applied when conditions were too wet. Finally a steel delivery was made today.

Public Comments: John Hansen provided a law center project update. The water main is done and under budget. Lockridge Lumber is working on getting the metal building completed sooner. A pay application was submitted. A groundbreaking ceremony is scheduled for June 21, 2021 at 1 P.M.

Kulmatycki asked Sheriff, Gary Anderson about the UTV policy in the county. UTV's and golf carts on roadways and right-of-ways are illegal except for certain circumstances.

PACT Executive Director, Mike Matthes, thanked the board for their economic development contribution.

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

The Board adjourned to meet at the call of the Auditor at 9:47 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

June 16, 2021

Appanoose County Board of Supervisors met in special session June 16, 2021 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Linda Demry, Chairperson, Mark McGill and Jeff Kulmatycki, Boardmembers. Absent: none.

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

McGill motioned to approve the liquor license for Bessie's Barn. Seconded by Kulmatycki. All voted aye.

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

The Board adjourned to meet at the call of the Auditor at 9:01 A.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:

I, Jannie Hosen, 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 May, 2021, 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 & Board Reimbursement	
	100% General Basic	\$ <u>875.30</u>
29000-01000-4440-05-301	60% Transfer to Sheriff	\$ <u>525¹⁸</u>

Transfer authorized by Appanoose County Board of Supervisors this _____ day of

_____, 20_____.

Signed: _____
Chairperson

6/08/21 14:07:41

SB

Miscellaneous Receipt
Appanoose County Treasurer

06/08/2021

Receipt# 20097

Received from Customer R 500 Appanoose County Sheriff

Payment Method	Amount	Check#	Paid by
2 Check	875.30		

#	Fund	Function	Rev	Dept	Prj	Sub	Post	Earned	Amount
1	01000	3	01000	4440	05	302	1	05/31/2021	875.30
Prisoner Room & Board Reim.									
40%-Gen. Basic									
100% General Basic Total									
Prisoner Room & Board Reimb									
k-2289.60 #52629, K-2119.16									
#52611 Appanoose County									
Clerk of Court May 2021 & othe									
r receipts JS									

Total Amount 875.30

Services <<https://directory.iowa.gov/service/Index?>

[_ga=1.101492737.1604613096.1488473035&ia_slv=1623852613642](https://directory.iowa.gov/service/Index?ga=1.101492737.1604613096.1488473035&ia_slv=1623852613642)>

(App-001567)

Agencies <https://directory.iowa.gov/?ia_slv=1623852613642>

Social <https://directory.iowa.gov/social/Index?ia_slv=1623852613642>

<https://www.iowa.gov/search/google?ia_slv=1623852613642>

Premises

NEED HELP ?

Business Information

* (required) Name of Legal Entity (The name of the individual, partnership, corporation or other similar legal entity that is receiving the income from the alcoholic beverages sold)

Lisa Marie Ewing

* (required) Name of Business (D/B/A)

Bar Candy

Indicate how the business will be operated

Sole Proprietor

Federal Employer ID #

Tentative Expiration Date

Jul 8, 2021

Premises Information

Address of Premises:

Address or location

12309 Hwy 5, Moravia, Iowa, Appanoose

Search by a location name or address to automatically populate the address fields below (optional)

* (required) Premises Street

12309 Hwy 5

Premises Suite/Apt Number

*** (required) Premises City**

Moravia

Premises State

Iowa

*** (required) Premises Zip/Postal Code**

80517

Premises County

Appanoose

*** (required) Local Authority**

County of Appanoose

Control of Premises

Other

*** (required) Control of Premises Other**

wedding reception hall I will be
serving at.

Is the capacity of your establishment over 200?

Yes

**Are other liquor, wine or beer businesses accessible
from the interior of your premises?**

No

**Equipped with tables and seats to accommodate a
minimum of 25?**

Yes

*** (required) # of Floors:**

1

of Bathrooms:

2

Premises Type

Convention Center/Hall

**Does your premises conform to all local and state
health, fire and building laws and regulation?**

True

Contact Information

*** (required) Contact Name**

Lisa Fwinn

Extension

*** (required) Business
Phone**

(319) 548-1542

*** (required) Email Address**

mcgrath1111@msn.com

Extension

*** (required) Phone**

- (319) 334-0966

Same as Premises Address

Mailing Address:

Address or location

301 4th Ave SW, Independence, Iowa,

Search by a location name or address to automatically populate the address fields below (optional)

Mailing Street

301 4th Ave SW

Mailing Suite/Apt Number

Mailing City

Independence

Mailing State

Iowa

Mailing Zip/Postal Code

50644

Mailing County

Edgewater Retreat Rental Agreement

On this date, Jan 19, 2021 the client,
Angel Headley Cell - 895-9512

Agrees to rent Edgewater Retreat for the purpose of

Wedding Reception

From the date, July 3, 2021 at 9 am or pm

Until the date, July 4, 2021 at Noon am or pm

For full use of the facility, including indoor and outdoor spaces, bar space, stage, dance floor, 20 tables, 80 chairs, Bride's Room, Groom's room (office), kitchen (if using a certified caterer) with the exception of the mechanical room and

For the sum of 1500.00 with a nonrefundable deposit of 1500.00

To hold the date. The balance of 0 is due 1 week prior to the event.

Additional tables and chairs, furniture, decorations, props, entertainment, food preparation equipment may be brought in at the client's expense as needed.

A \$250.00 cleaning and security deposit is required.

Edgewater Retreat, is not responsible for accidents, personal injuries, child care, vehicle damage, or any other liabilities which may happen to occur during, prior to, or following this event. All liabilities are the responsibility of the undersigned client. Edgewater Retreat does not, under any circumstances, accept responsibility for the damages to you, your guests, or anyone else or any property due to the consumption of alcoholic beverages on this site.

No Underage drinking. Please drink responsibly.

Client signature: Angel Headley Date: 1-19-2021

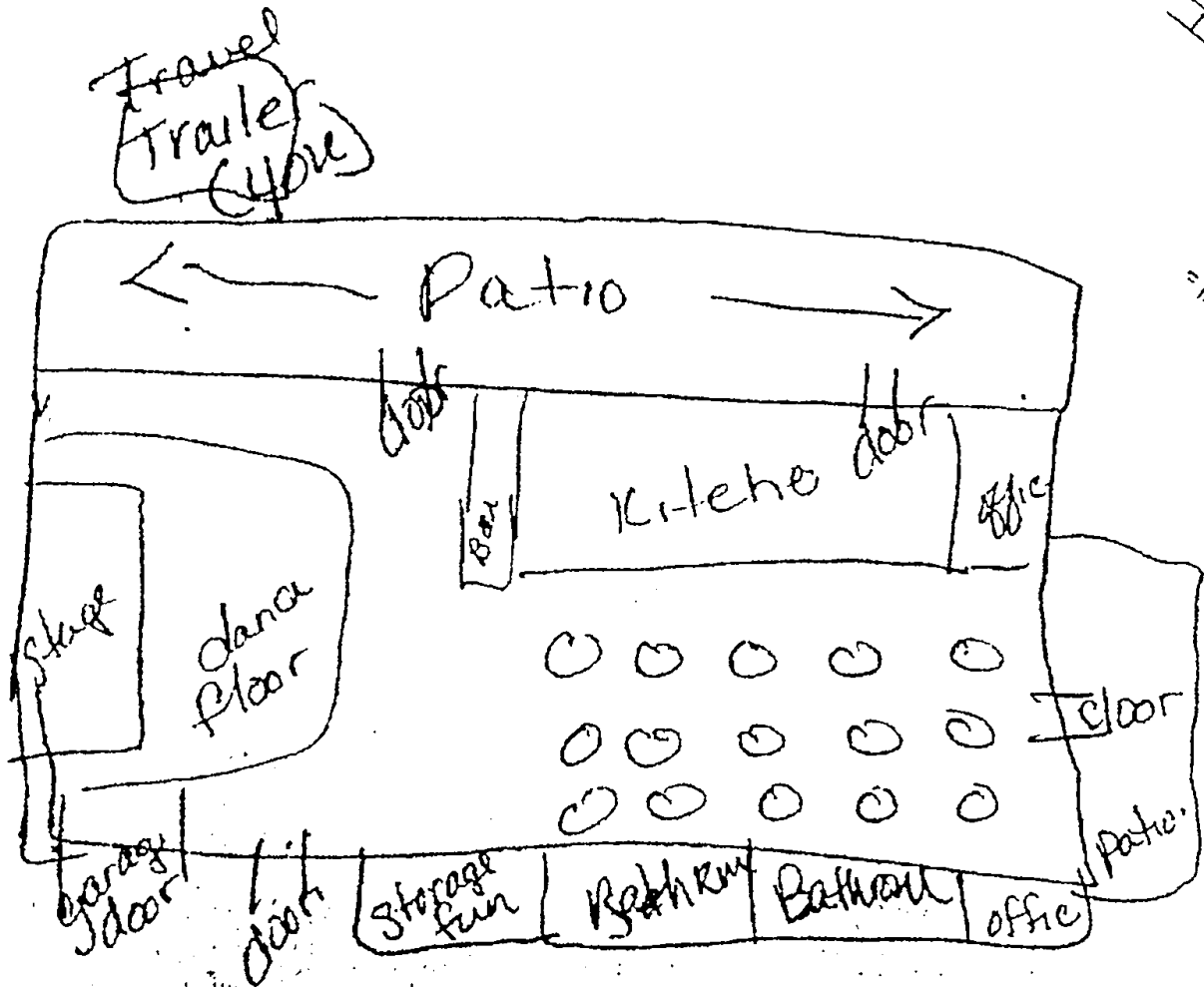
Manager signature: Janet Seibert Date: 1-19-2021

in bank unpaid.
DRAFT List not rel.

Date	Am
5/21	

INC

12



NON-UNION FY2022 SALARY CERTIFICATIONS

The following non-Union salaries will be effective July 1, 2021:

	<u>FY2021</u>	<u>INCREASE</u>	<u>FY2022</u>	<u>BI-WEEKLY</u>
Makenzie McCoy	\$ 59,396.02	2.00%	\$ 60,583.94	\$ 2,321.22
Randall Raskie	\$ 61,680.49	2.00%	\$ 62,914.10	\$ 2,410.50
Nathan Shilling	\$ 59,396.02	2.00%	\$ 60,583.94	\$ 2,321.22
Bradley Skinner	\$114,000.00	—	\$118,000.00	\$ 4,538.46 (per contract)



Brad Skinner, PE/LS
Appanoose County Engineer

rdw

EMPLOYEE WAGE INFORMATION 07-01-21 TO 06-30-22

This is to certify the following salaries and pay rates for the fiscal year July 1, 2021 to June 30, 2022.

ID NO	NAME	CLASS	WAGE RATE	LGVT	BASE RATE	OVERTIME RATE
1000	Beeson, Dennis	Janitor	\$ 16.50			
631	Barbaglia, Billy	Crew Frmn	\$ 24.16	0.00	\$ 24.16	36.240
635	Brown, Mark	Mtr Grdr Opr	\$ 23.72	0.10	\$ 23.62	35.580
633	Brown, Marty	Trk Driver	\$ 23.32	0.00	\$ 23.32	34.980
636	Burkland, Ricky	Mtr Grdr Opr	\$ 23.67	0.05	\$ 23.62	35.505
652	Clark, Chad	Mtr Grdr Opr	\$ 23.67	0.05	\$ 23.62	35.505
688	Duley, John	Laborer/Weed	\$ 23.24	0.00	\$ 23.24	34.860
693	Ewing, Derek	Mtr Grdr Opr	\$ 23.62	0.00	\$ 23.62	35.430
728	Hoffman, Damon	Sign Specialist	\$ 23.41	0.00	\$ 23.41	35.115
	Howington, Billy	Laborer	\$ 22.99	0.00	\$ 22.99	34.485
732	Jackson, Dennis	Trk Driver	\$ 23.42	0.10	\$ 23.32	35.130
762	McGrann, Tamie	Mtr Grdr Opr	\$ 23.67	0.05	\$ 23.62	35.505
766	Micetich, Mark	Laborer	\$ 22.99	0.00	\$ 22.99	34.485
752	Milani, MacKenzie	Asst to Engr	\$ 60,583.94	\$ 29.02		
803	Oden, Shawn	Eqp Opr	\$ 23.81	\$ 0.19	\$ 23.62	35.715
828	Raskie, Randall	Road Foreman	\$ 62,914.10	\$ 30.13		
846	Shilling, Nathan	Asst to Engr	\$ 60,583.94	\$ 29.02		
854	Skinner, Brad	Engineer	\$ 118,000.00	\$ 56.51		
856	Smith, Darrick	Mtr Grdr Opr	\$ 23.62	0.00	\$ 23.62	35.430
858	Smith, Kevin	Clvt Frmn	\$ 24.60	0.44	\$ 24.16	36.900
869	Steen, Matthew	Laborer	\$ 22.99	0.00	\$ 22.99	34.485
890	Van Donselaar, Dylan	Shop Foreman	\$ 24.44	0.00	\$ 24.44	36.660
915	Wagner, Tim	Mechanic	\$ 23.45	0.00	\$ 23.45	35.175
918	Wendland, Nicholas	Laborer	\$ 22.99	0.00	\$ 22.99	34.485
930	Wilson, Rhea	Office Mgr	\$ 24.14	0.52	\$ 23.62	36.210
935	Young, Ryan	Eqp Opr	\$ 23.62	0.00	\$ 23.62	35.430

6/17/21

hourly rates based 261 work days divided by 8 hours

probation

longevity per union contract



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

209 East Jackson St.
Centerville, IA 52544

Phone: 641.437.4332
Fax: 641.856.5575

February 1st, 2021

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

RE: Appanoose County Public Health: 2021 - 2022 Annual Salary Certifications

Jerilyn Lasley – \$17.75 per hour

Rhonda Tisue – \$26.81 per hour

Kristopher Laurson – \$65,596 per year

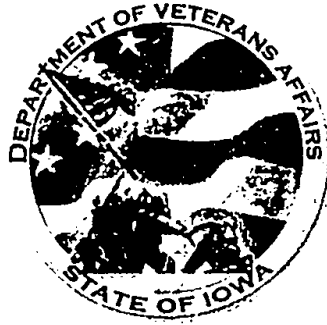
(FT Staff) - Salary Account # 01000 03040 100 23

PRN Nurse - \$25.00 per hour

(PT Staff) - Salary Account # 01000 03040 101 23

Respectfully,

Kristopher L. Laurson
Administrator
Appanoose County Public Health



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

REVISED

Subj: FY22 Salary Certifications
To: Appanoose County Board of Supervisors
From: Commissioners & Director Appanoose County Veterans Affairs
Date: 03/10/2021

Ron Burger, Commissioner	\$60.00 per meeting payable at six months	\$720.00
Jim Carter, Commissioner	\$60.00 per meeting payable at six months	\$720.00
Pete Schwaner, Commissioner	\$60.00 per meeting payable at six month	\$720.00
David Gee, Director	$\$20,890.46 \div 92 \text{ weeks} = \$401.74 \text{ week} \div 24 \text{ hours} =$	

$\$16.74 \text{ per hr}$

David Gee – Director
Appanoose County Veterans Affairs

Appanoose County General Assistance Office

JACK MALETTA, Director

641-856-7431

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

Centerville, Iowa 52544

January 28, 2021

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

RE: FY2021-2022 Salary Certifications

Jack Maletta, General Assistance Director

\$14.05/hour 01000-03110-100-25

Sincerely,

A handwritten signature in black ink, appearing to read "Jack Maletta", written over a horizontal line.

Jack Maletta
Director



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

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

**Wage and salary verification for ADLM Emergency Management
budget FY 2022.**

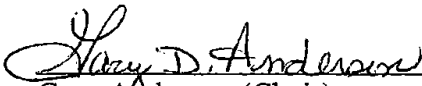
As the honorable chair of the ADLM Emergency Management Commission, I Gary Anderson attest by my signature below the following wage and salary verification for the FY 2022 ADLM EMA budget:

Mike Lamb Coordinator/Director \$48978.19 yearly salary. (Employee #11)

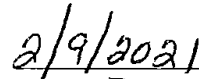
Mike Bogle Deputy Coordinator \$14.71 per hour. (Employee #14)

Effective 07/01/2021 to 06/30/2022

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



Gary Anderson (Chair)
ADLM Emergency Management Agency



Date

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

January 28, 2021

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

RE: FY202-2022 Salary Certification

Stephanie Koch-Coordinator of Disability Services 56,598.00 10000-04022-000-60

Sincerely,

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

Appanoose County Zoning Administrator

Beth Burgin

COURTHOUSE
201 N. 12th
CENTERVILLE, IOWA 52544
Phone (641) 437-4529
Fax (641) 856-3062
bburgin@appanoosecounty.net

January 28, 2021

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

RE: FY2021-2022 Salary Certification

Elizabeth Burgin \$6,400 --- 11000-06300-¹⁰⁰~~260~~-99

Thank you,

Beth Burgin

Appanoose County Zoning Administrator

Name	Title	Salary	Fund	Notation
Gary D. Anderson	Sheriff	\$86,469.88	01000-01060-100-05	General Basic
Jonathon Printy	Chief Deputy	\$73,499.40	01000-01000-100-05	General Basic
Lonny Floen	Deputy Sheriff	\$64,852.41 *	01000-01000-100-05	General Basic
Jordan Harvey	Deputy Sheriff	\$69,175.91	01000-01000-100-05	General Basic
Gary Buckallew	Deputy Sheriff	\$69,175.91	01000-01000-100-05	General Basic
Robert Houser	Deputy Sheriff	\$64,852.41 *	01000-01000-100-05	General Basic
Rachel Lawrence	Deputy Sheriff	\$64,852.41 *	01000-01000-100-05	General Basic
Chase Chidester	Deputy Sheriff	\$56,205.43 *	11000-01000-100-05	Rural Services
Anthony Salato	Deputy Sheriff	\$56,205.43 *	11000-01000-100-05	Rural Services
Casara Willey	Deputy Sheriff	\$56,205.43 *	11000-01000-100-05	Rural Services
	Deputy Sheriff	\$30.00 per hour	11000-01030-100-05	Lake
Charlotte Kirby	Admin. Assistant	\$27.13 per hour	01000-01060-100-05	General Basic
Nancy Wright	Admin. Assistant	\$27.13 per hour	01000-01060-100-05	General Basic
Mitchell Cairns	Jail Administrator	\$30.27 per hour	01000-0105-100-05-100	General Basic
Alyssa Cowan	Jailer	\$27.13 per hour	01000-0105-100-05-100	General Basic
Marilyn Wood	Jailer	\$24.33 per hour *	01000-0105-100-05-100	General Basic
Alexis Valentine	Jailer	\$16.92 per hour *	01000-0105-100-05-100	General Basic
Kristin Wood	Jailer	\$16.92 per hour *	01000-0105-100-05-100	General Basic
Tim Swan (Part Time)	Jailer	\$27.13 per hour	01000-0105-100-05-100	General Basic
	Jailer	\$16.50 per hour *	01000-0105-100-05-100	General Basic
Transport Officer		\$27.13 per hour		
		* Raises will be submitted		

TEDDY WALKER
Recorder

MAEGAN MESSAMAKER
Deputy

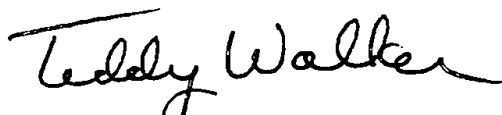
Office of
APPANOOSE COUNTY RECORDER
c/o Courthouse
201 N. 12th Street
Centerville, Iowa 52544

February 18, 2021

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

The following salaries are for the Appanoose County Recorder's Office
for the fiscal year July 1, 2021 thru June 30, 2022.

Teddy Walker Recorder	\$60,427.96
Maegan Messamaker Deputy Recorder	\$48,342.37
Part time help	\$12.00 per hour



Teddy Walker

Appanoose County Recorder



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

Appanoose County Conservation Board

Salary Certifications FY 2021-2022

Joe Burg	Executive Director FT	\$46,000.00	01000-06100-100-22
Hannah Wiltamuth	Naturalist FT	\$40,800.00	01000-06110-100-22
TBD*	Park Technician FT	\$36,000.00	01000-06110-100-22

*Park Technician is going to be opened up for hire with the intent of person starting at beginning of fiscal year.

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

OFFICE OF THE

Appanoose County Auditor

Kelly Howard

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

February 17, 2021

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

RE: FY2021-2022 Salary Certifications

Kelly Howard, Auditor	\$60,927.96	01000-09010-100-02
Pam Kluxdal-Wells, Deputy Auditor (85%)	\$51,788.77	02000-08000-100-02
Kari Smith, Deputy Auditor (78%)	\$47,523.81	01000-09010-100-02
Jewell Cohrs, Deputy Auditor (68%)	\$41,431.01	02000-08000-100-02
Dennis Beeson – Elections	\$ 300.00	02000-08000-101-02

Dennis Beeson, Custodian	\$16.50/hour	01000-09100-100-51
		02000-09100-100-51

Paula Stickler, Part-time Custodian	\$14.25/hour	01000-09100-101-51
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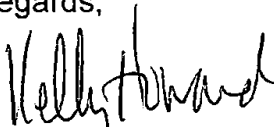
Linda Demry, Chairperson	\$31,158.28 + \$500 chair stipend	
		01000-09000-100-01

Mark McGill, Boardmember	\$31,158.28	01000-09000-100-01
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Jeff Kulmatycki, Boardmember	\$31,158.28	01000-09000-100-01
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Jon Foster, GIS/IT	\$20,000.00	01000-09120-100-52
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Regards,



Kelly Howard
Appanoose County Auditor



Appanoose County Treasurers Office

Janet Davis, Treasurer

Courthouse

201 North 12th St

Centerville, IA 52544

Phone: 641-856-3097

Fax: 641-856-8104

Email: jdavis@appanoosecountv.net

Januray 28, 2021

TO: APPANOOSE COUNTY BOARD OF SUPERVISORS

RE: 2021/2022 Salary Certifications

Salaries in the Office of the Appanoose County Treasurer for the FY 2021/2022 are certified as follows:

<i>Janet Davis, Treasurer</i>	<i>\$60,427.96</i>
<i>Acct. # 01000-09020-100-03</i>	
<i>Michelle Gray, Deputy Treasurer (81%)</i>	<i>\$48,946.65</i>
<i>Acct. # 01000-08100-100-03-750</i>	
<i>Jennifer Salstrand, Deputy Treasurer (81%)</i>	<i>\$48,946.65</i>
<i>Acct. # 01000-08100-100-03</i>	
<i>Marla Smith, Deputy Treasurer (66%)</i>	<i>\$39,882.45</i>
<i>Acct. # 01000-09020-100-03</i>	
<i>Michelle Baldwin, Deputy Treasurer (67%)</i>	<i>\$40,486.73</i>
<i>Acct. # 01000-09020-100-03</i>	
<i>Cynthia Bartels, Deputy Treasurer (74%)</i>	<i>\$44,716.69</i>
<i>Acct. # 01000-08100-100-03</i>	

*Janet Davis,
Appanoose Co. Treasurer*

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



APPANOOSE COUNTY
COURTHOUSE
Centerville, Iowa 52544

APPANOOSE COUNTY ATTORNEY

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

February 1, 2021

Dear Ms. Howard:

This letter serves as your authorization for payment of salaries as follows, effective July 1, 2021:

Susan Scieszinski (100):	\$103,687.18
Robin Thomas (100):	\$51,660.48
Alan Wilson (101):	\$38,834.00

Please contact me with any additional questions.

Sincerely,

Susan C. Scieszinski

APPANOOSE COUNTY ASSESSOR'S OFFICE

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

February 16, 2021

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

RE: FY2021-2022 Salary Certifications

SALARIES 2021/2022

Mike Barth	Assessor	\$71,988
Evan Knorr	Deputy	\$51,087
Beth Burgin	Office Manager	\$38,316
Part-time		\$11.00 per hour
Board Of Review		\$17.00 per hour

Michael Barth
Appanoose County Assessor

APPROPRIATIONS RESOLUTION

NO. 2021-25

Whereas, it is desired to make 100% appropriations for each of the different officers and departments for the fiscal year beginning July 1, 2021 in accordance with Section 331.434, Subsection 6, Code of Iowa.

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

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

<u>Dept# & Name</u>	<u>\$ Amount</u>	<u>Dept# & Name</u>	<u>\$ Amount</u>
01-Brd of Supervisors	204,025	02-Auditor	370,439
03-Treasurer	446,651	04-County Attorney	272,148
05-Sheriff	2,486,406	07-Recorder	177,113
08-Assessor	312,711	20-Secondary Roads	4,626,250
21-Veterans Affairs	56,835	22-Conservation	284,750
23-Public Health	255,615	24-Weed Commissioner	3,250
25-Dept of Public Health	94,298	28-Medical Examiner	62,000
31-District Court	84,500	33-County Library	21,300
36-EMS Income Surtax	95,000	51-Courthouse	433,313
52-Data Processing	104,918	56-ADLM Empowerment	707,100
57-E911	629,300	58-Emergency Management	228,361
60-Mental Health	644,242	61-Juvenile Probation	42,000
99-Zoning	44,000	99-Non-departmental	8,955,113

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

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

Section 4. If at any time during the 2021-2022 budget year the auditor shall ascertain that the available resources of a fund for that year will be less than said fund's total appropriation, she shall immediately so inform the Board of Supervisors and recommend appropriate corrective action.

Section 5. The auditor shall establish separate accounts for the appropriations authorized in Section 1, each of which shall indicate the amount of the appropriation, the amounts charged thereto, and the unencumbered balance. The auditor shall report the status of such accounts to the applicable departments and officers during the 2021-2022 budget year.

Section 6. All appropriations authorized pursuant to this resolution lapse at the close of business June 30, 2022.

The above and foregoing resolution was adopted by the Board of Supervisors of Appanoose County, Iowa on June 21, 2021, the vote thereon being as follows:

AYES:

Chairman, Board of Supervisors

NAYS:

Attest:

Kelly Howard, Appanoose County Auditor

RESOLUTION FOR INTERFUND OPERATING TRANSFER #7021-26

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 06-21-2021.

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

The above and foregoing resolution was adopted by the Board of Supervisors of Appanoose County, Iowa, on 06-21-2021 the vote being as follows:

Ayes: _____

Nays: _____

Attest:

County Auditor

OFFICE OF
COUNTY ENGINEER

APPANOOSE COUNTY

CENTERVILLE IA 52544
515/856-6193

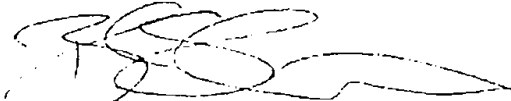
TO: Appanoose County Board of Supervisors
FROM: Brad Skinner
RE: Hiring of William Howington
DATE: June 15, 2021

William Howington has been hired to fill the vacant position of laborer.

Particulars are as follows:

Employee Name: William Robert Howington
DOB: 12/15/1997
New Title: Laborer
Pay Rate/Union: \$ 22.99 (union labor rate)
Telephone: 641-216-3917
Effective Date: July 6, 2021

If you have any questions, please let me know.



Bradley Skinner, PE/LS

Rdw

June 14, 2021

To: Appanoose County Board of Supervisors

From: Dr. N. Sokol

RE: Resignation as Appanoose County Medical Examiner

I am resigning as Medical Examiner effective July 28, 2021. I am reducing the hours worked as a General Surgeon by retiring from Mercy One Medical Center effective September 6, 2021. With my accrued vacation time, I'm not sure when my last day with Mercy may be. I anticipate that this will give you enough time to find a replacement.

Also, I will be at a continuing education meeting from June 22nd through June 27th and will not be available. I will contact the State Medical Examiner's Office in Ankeny for coverage during these few days.

Thank you for the opportunity to serve Appanoose County and the City of Centerville.



N Sokol, DO. FACOS, FICS

cc: County Attorney
Sheriff
Mayor
City Manager
Fire Chief

APPANOOSE CO. AUDITOR
CENTERVILLE, IOWA

2021 JUN 15 PM 3:30

FILED



**THE HOWARD E. NYHART COMPANY, INC. ("NYHART")
SERVICE AGREEMENT ("AGREEMENT")**

Agreement Between Nyhart, and:

Client Name:	Appanoose County
Primary Contact Name:	Kelly Howard
Primary Contact Address:	201 N 12 th Street
	Centerville, IA 52544
Primary Contact Phone:	(641) 856-6191
Primary Contact Fax:	(641) 856-8023
Primary Contact Email:	khoward@appanoosecounty.net

Services to be provided by Nyhart

All services to be provided by Nyhart are subject to your full cooperation and prompt submission of complete and accurate information. Nyhart will rely on any and all information that you provide pursuant to this Agreement and on file at our office as to accuracy and completeness. Nyhart will have no responsibility to verify such information and no liability for errors or omissions as a result of relying on such information, except to the extent required by generally accepted professional standards and practices. Nyhart is not a law firm or a public accounting firm and does not provide legal or tax advice.

For the fiscal year ending June 30, 2021, Nyhart will provide the following actuarial services:

- Interim GASB 75 report

Fees for services provided by Nyhart

<u>Service</u>	<u>Fee</u>
Interim GASB 75 actuarial update	\$2,050

If a GASB results breakdown by employee groups is required additional fees will apply. The additional cost will be a 10% of project fee increase for a two group breakdowns plus an additional 1% for each extra group breakdown requested. The additional fee will be limited to 1/3 of the current year's fees.

The fee for the interim GASB 75 report will be revised if there have been any significant events subsequent to our last full update. Examples of significant events include, but are not limited to, large premium rate and enrollment changes, material benefit design amendments, and participant contribution policy modification.

Client will be invoiced prior to the beginning of the project for 50% of the estimated fees for services outlined above. Once the labor accrued towards completion of the services exceeds 50% of the estimated fees, billing will occur monthly until the completion of the project. Each invoice is due upon receipt. If any invoice remains unpaid for longer than 90 days from the date of the invoice, Nyhart may either suspend the provision of the Services until payment is received, or terminate this Agreement with immediate effect. Failure of Nyhart to exercise any remedy set forth above shall not prevent Nyhart from doing so with respect to any future unpaid invoice or taking any other actions available to Nyhart under law.



Please select the method of delivery of your invoice:

- ☐ I would like my invoice sent electronically to the primary contact's email address.
- ☐ I would like my invoice sent via regular mail to the attention of the primary contact at the address shown on the first page.

For an alternative invoice recipient, please provide their information below. If this section is left blank, we will send the invoice to the primary contact's email address on file or address shown above.

Invoice recipient name

Invoice recipient email address

Invoice recipient address

There will be additional fees for revisions to preliminary or final results that are due to:

- Incorrect information provided to us, typical examples include to material changes to census data, changes to eligibility requirements or employer subsidies. The additional fee will be limited to 1/3 of the current year's fee for this type of revision.
- Changes to actuarial assumptions requested by the client that are expected to need more than four hours of labor to update the results. The additional fee will be based on billed labor in excess of four hours at our current hourly rates.

Additional services available if requested by Client

In addition to GASB 75 services, Nyhart offers the following additional services. Fee estimates will be provided upon request. Please visit www.nyhart.com or contact your Nyhart consultant for more information.

- Health Care Reform financial impact consulting
- Actuarial Value and Minimum Value determination
- Section 105(h) non-discrimination testing
- Iowa 509A actuarial certification
- Calculation of self-funded and COBRA premium rates
- Incurred But Not Reported (IBNR) Reserve calculations
- Medicare Part D Attestation
- What-if Modeling for health plan design and carrier changes
- Defined Benefit & Pension consulting and administration
- Defined Contribution, 401(k) & 403(b)
- Flex Accounts – FSA, HRA, & HSA consulting and administration

Relationship of the Parties

The legal relationship between Client and Nyhart shall be exclusively that of principal and agent. The parties hereto specifically agree and acknowledge that Nyhart shall not:

- Have discretionary authority over any aspect of the Plan;
- Be a fiduciary;
- Be responsible for ensuring that the Plan complies with any requirement to which the Plan is subject, or be liable to the Plan, Client, or any person if the Plan fails to comply with any such requirement;
- Have any duty or authority to enforce the payment of any contribution owed under the Plan;
- Be responsible for the adequacy of the trust established as part of the Plan, or be liable for any benefits owed under the Plan;
- Exercise discretion as to any Plan function; or



- Have any obligation to perform any service not specified in this Agreement or otherwise agreed to in writing by the parties (regardless of whether such service may be considered "customary" services to be provided by Nyhart).

Client agrees that Nyhart shall use all information and data supplied by or on behalf of the Client without having independently verified the accuracy or completeness of it except to the extent required by generally accepted professional standards and practices. If any documentation or information supplied to Nyhart at any time is incomplete, inaccurate or not up-to-date, or its provision is unreasonably delayed, Nyhart will not be responsible for any delays or liability arising therefrom, and will be entitled to charge the Client in respect of any resulting additional work actually carried out.

The Client further understands that the failure to provide, or cause to provide, complete, accurate, up-to-date, and timely documentation and information to Nyhart, whether intentional or by error, could result in an impairment of Nyhart's services.

Client Responsibilities and Representations

The Client has general responsibilities with respect to the Plan, including

- Providing all information required by Nyhart to perform its services under this Agreement on a timely basis;
- Serving as fiduciary for the Plan;
- Communicating Plan details to employees and answering employee questions;
- Ensuring adequate funding of the Plan; and
- Authorizing plan disbursements and ensuring accuracy of information provided.

Dispute Resolution

Nyhart and Client agree that before commencing any action or proceeding with respect to any dispute between the parties arising out of or relating to this Agreement or the Services they first shall attempt to settle such dispute through consultation and negotiation in good faith and in a spirit of mutual cooperation. Any such dispute will be submitted in writing to a panel of one (1) senior executive or official of each of Nyhart and Client, who will promptly meet and confer in an effort to resolve such dispute. Each party's representative will be identified by notice to the other, and may be changed at any time thereafter by notice to the other. Any mutually agreed decisions of the executives will be final and binding on the parties. In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, either party may then refer such dispute to mediation by a mutually acceptable mediator to be chosen by Nyhart and Client within forty-five (45) days after written notice by either party demanding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. All communications and discussions in furtherance of this paragraph shall be treated as confidential settlement negotiations, which are not subject to discovery. The costs of the mediator shall be shared equally, but each party shall pay its own attorneys' fees.

Any dispute which cannot be resolved between the parties through negotiation, mediation or other form of alternative dispute resolution within six months of the date of the initial demand for mediation by one of the parties may then be submitted to a court of competent jurisdiction. To facilitate an expeditious and economical judicial resolution of such dispute, Nyhart and Client agree to waive and not to demand a trial by jury, and not to include any employee, officer, director or trustee of either as a party, in any action, proceeding or counterclaim relating to such dispute. Nothing in this section will prevent either party from resorting to judicial proceedings if interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others. Any claim, action or proceeding against Nyhart will be barred unless Client initiates the dispute resolution procedures outlined below within one year of first discovering the act, error or omission that is the basis for such claim.



Indemnification and Limitation of Liability

The liability of Nyhart, in tort, contract or otherwise, to Client, a Plan and the officers, directors, trustees, employees or shareholders of any of them, and to any other third party, for all claims arising in connection with or contributed to by this Agreement and the Services (including without limitation multiple claims arising out of or based upon the same act, error or omission, or series of continuous, interrelated or repeated acts, errors or omissions) shall not include loss of profit or incidental, consequential, indirect, punitive or similar damages and shall be further limited to the amount of fees for Services received by Nyhart under this Agreement for the twelve (12) months immediately preceding the act, error or omission upon which such liability is based. Nothing in this paragraph shall apply to any liability which has been finally determined to have arisen from willful misconduct or fraud on the part of Nyhart or which cannot lawfully be limited, modified or excluded.

Client shall indemnify Nyhart from and against any and all claim, loss, liability or damage (including attorney's fees) which Nyhart may incur by reason of its good faith service delivery to Client

Nyhart shall indemnify the Client from and against any and all claim, loss, liability or damage (including attorney's fees) which the Client may incur: (i) arising out of any material breach by Nyhart of any of its material obligations, representations or warranties contained in this Agreement; or (ii) arising out of Nyhart's negligence, gross negligence or willful, fraudulent, or criminal misconduct associated with its performance of services under this Agreement. The parties further recognize that clerical errors and variations may occur. When discovered, they will be corrected or adjusted by Nyhart, in accordance with its normal procedures, to the extent reasonable and possible.

Acceptance

The items and conditions of this Agreement are agreed to and accepted by Client on behalf of the Plan. This Agreement is effective only when signed by all parties.

Appanoose County

By: _____

Printed Name: _____

Date: _____

Nyhart

By: _____

Printed Name: _____

Date: _____



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

Licensed Code Support Agreement

This Support Agreement ("this Agreement") is made and entered into this 1st day of July, 2021 by and between "Solutions", Inc. (hereinafter "Vendor"), a (Software Developer and Licensor) with principal offices at 2311 West 18th Street Spencer Iowa 51301-2631, and Appanoose County, hereinafter "Customer"), a (Local Government and its Offices) with principal offices at: 201 N 12th Street Centerville, IA 52544

WHEREAS,

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

WHEREAS,

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

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

Section 1 - Definitions

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2 - Scope of Services

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

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

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

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

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



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

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

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

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

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

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

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

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

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

Section 3 - Fees and Charges

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

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

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



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

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

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

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

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

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

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

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

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

Section 4 - Proprietary Rights

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



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

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

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

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

Section 5 - Disclaimer of Warranty and Limitation of Liability

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

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

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

Section 6 - Termination

6.1 This Agreement may be terminated as follows:

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

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



6.2. Cancellation Under Multi-year Agreements

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

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

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

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

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

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

Section 7 - Hiring of Vendor's Personnel

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

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

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

Section 8 - Miscellaneous

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

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

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

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



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

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

(Customer) Appanoose County

By: _____

(Please type or print)

Signature: _____

Title: _____

Date: _____, 2021

Address: 201 N 12th Street

Centerville, IA 52544

Telephone Number _____

Attachments - Exhibit A pages 1 & 2

(Vendor) "Solutions", Inc.

By: **Alaire E. Nielsen**

(Please type or print)

Signature: _____

Title: **Chief Financial Officer**

Date: _____, 2021

Address: 2311 West 18th St,

Spencer, Iowa 51301-2631

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



Solutions Support Agreement - Exhibit A for Appanoose County

This year's Support Agreement reflects a 3% increase from last year.

SUPPORT FEES: A support fee of : \$35,978.00 shall be paid by the Customer to cover the the following licensed programs as indicated: The Agreement starts on 07/01/21 and ends on 06/30/22.

		Annual Fee
Group A.		
<u>Assessor Administration Applications</u>		
<u>1</u>	Base Real Estate / Grain / Partial Exemption / M & E	\$3,502.00
	Sales Ratio Integration into base Real Estate	\$0.00
<u>1</u>	Vanguard Integrated Work Module	\$1,442.00
	Schneider/Sidwell Transfer of CSR, Val. Acres	\$0.00
		<u>\$4,944.00</u>
<u>Auditor</u>		
<u>1</u>	Base Real Estate / Grain / Utility Tax / TIF support	\$3,502.00
	Transfer Book and Reports	\$0.00
<u>1</u>	Government General Ledger/Accounts Payable/Budgets and Accrual Reporting	\$3,708.00
<u>1</u>	Government Payroll System	\$3,038.50
<u>1</u>	Fixed Assets - Basic Inventory	\$412.00
	Drainage Accounting - Subsystem	\$0.00
	Drainage Real Estate - Subsystem	\$0.00
		<u>\$10,660.50</u>
<u>Engineer</u>		
<u>1</u>	D.O.T. Accounting & Payroll System w/ interface to Auditor	\$3,090.00
<u>1</u>	Equipment Costs & Records	\$618.00
	Parts & Materials Inventory	\$0.00
		<u>\$3,708.00</u>
<u>Recorder</u>		
<u>1</u>	Instrument Indexes	\$2,678.00
<u>1</u>	Accounts Receivable	\$618.00
	Vital Statistics	\$0.00
		<u>\$3,296.00</u>
<u>Treasurer</u>		
<u>1</u>	Tax Receipting, Specials, Payments, Apportionment, Daily Cash Out & TaxSale	\$5,356.00
<u>1</u>	Online Tax Payments - Loading, Receiving & Monitoring- Annual Fee	\$1,287.50
<u>1</u>	Miscellaneous Receipts / GL / Treasurer's Sub-ledger	\$2,060.00
	Drainage Tax Receipts-Subsystem	\$0.00
	Drainage Certificate Ledger-Subsystem	\$0.00
	Banking & Investments	\$0.00
<u>1</u>	Document Locator (Imaging) for DOT Library	\$618.00
		<u>\$9,321.50</u>
<u>Specialty Applications and/or Support</u>		
<u>1</u>	IBM I Server Management - for 8286-41A 78-0AA4X	\$2,400.00
	OnDemand Printer Output to Storage Definitions	\$0.00
<u>1</u>	Scanning Interface for Imaging for Document Locator for 1st User	\$618.00
<u>1</u>	Scanning Interface for Imaging for Document Locator for additional Users	\$618.00
	CSN Interface includes 1 license of Claims by Department	\$0.00
	Urban Revitalization, Annexation and Phase in	\$0.00
<u>1</u>	Records Storage Management	\$412.00
	Claims by department Interface for	\$0.00
		<u>\$0.00</u>
	Payroll by Department Interface for -	\$0.00
		<u>\$0.00</u>
		<u>\$4,048.00</u>
G	SUPPORT AGREEMENT TOTAL	<u><u>\$35,978.00</u></u>

Solutions Support Agreement - Exhibit A for Appanoose County

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

Federal and State Mandated Enhancements

Minor Enhancements

Major Enhancements as specified in the Agreement

Phone Support shall include and be limited to

Questions on the correct use and function of the Licensed Program.

Reasonable assistance to install and operate new Licensed Program releases

Reasonable assistance relating to office procedures in regards to the operation of the Licensed Program.

Assistance to correct the Customer's accidental or incorrect usage of Licensed Program with a maximum of 2 hours per incident aggregate

All phone related support shall be limited to a 6 hour aggregate per module listed in Exhibit A, per office, per month.

Phone Support through this Agreement does not cover:

Questions on the use of the Operating System, Database or Utilities. This may be covered by a variety of other service Agreements. Examples would be IBM i OS V7R3, Windows Server 2012 R2, 2016, 2019 Windows SQL, etc

Questions on Hardware. This may be covered by a variety of other service Agreements.

Fixing the Customer's data due to mistakes or incorrect usage of the program, requiring programming or other methods not covered

Phone Support shall not be construed to include training

All other duties performed over the phone shall incur our usual rates as specified in the Agreement

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

IBM i Server Management

System Administration, Troubleshooting & Support

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

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

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

Message Identifiers in any message queue

System Administration support for Solutions Application installs & upgrade

Job restarts & Application procedures

Create & maintain file systems, directories, & log files

Support for data backups and assistance in creating backup schedules

Phone Support and Online Remote Assistance

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

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

IBM i Software Patch Management

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

IBM i Software Upgrades and Updates

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

Managing Users

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



Information Technology Services Agreement - Statement of Work

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

1. TERM

1.1 Service Commencement Date

The Services in this Statement of Work will commence 07/01/21 as agreed by both Parties

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

2. SCOPE OF SERVICES

2.1 Overview

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2. "Solutions" General Service Level Agreement

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

General Service Levels are described below.

2.2.1. Service Support

2.2.1.1. Business Hours

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

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

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

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

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

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

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

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

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

2.2.1.3. Holiday Schedule

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

2.2.1.4. How to Get Help (Contact Support)

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

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

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

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

2.2.2. Duties and Responsibilities Overview

"Solutions" Responsibilities

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

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

Customer Responsibilities:

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

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

2.2.3. Incidents, Problems and Service Requests

Ticket Creation

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

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

Ticket Prioritization and Service Plans

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

Solutions Service Plans

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

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

Priorities

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

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

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

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

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

2.2.4. Ticket Resolution (Closing a Ticket)

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

2.3. Customer Communication

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

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

2.4 Customer Escalation

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

2.5. Billable or Pre-Paid Hours service order Process

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

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

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

2.6 Dispute Resolution

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

2.7. Solutions SERVICE PLANS included with this Statement of Work

X	Silver Managed Services Agreement - Annual Fee of	\$14,196.00
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You are entitled to discounted travel of \$300 per technician per day

Total Statement of Work

\$14,196.00

3. INVOICING

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

SIGNATURES

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

Accepted by Customer.

Appanoose County

Accepted by Solutions, Inc

signature

signature

Alaire Nielsen

Name

Name

Chief Financial Officer

Title

Title

2021

2021

Date

Date

Managed Services - standard features

Customer will maintain their network to Industry Best Practices and Minimums

Due to the constant changes in the IT industry, Industry Best Practices are constantly evolving. Although "Solutions" does not require the Customer to implement every Best Practice recommended by Customer's Software and Technology provider, "Solutions" does have minimum requirements to support a Customer's network securely and safely. The requirements will be supplied to the customer as part of the Onboarding Process and reviewed Annually (see Network Assessment). The Customer will, at their own expense, have these devices and software upgraded to the minimum recommended levels. These requirements affect Wiring, Internet, Firewalls, Security, Network, LAN, WAN, Hardware and Software.

Monitoring IP addresses

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

Managed Services Software

The Managed Services Software and Utilities supplied by Solutions will automatically perform secure, comprehensive scans of the customer environment to gather up-to-date information needed to oversee the customers' IT assets. Solutions will monitor anything with an IP address, including: desktops, laptops, servers, managed switches, routers, firewalls, gateways, VoIP Switches, phones, printers, specialized equipment, environmental control devices (limited monitoring), Hardware as a Service (HaaS), Platform as a Service (PaaS), including Operating Systems, Software as a Service (SaaS) identifiable Application Software, and virtual machines unless otherwise excluded. All Monitoring will use industry based standards and protocols (WMI, SNMP, Syslog, NetBIOS, ICMP, XML, etc.) used widely within a typical network environment (unless removed from Monitoring as agreed to by Solutions and the Customer).

Network Assessment and an analysis of all devices will be run regularly

The Customer will upgrade all Hardware and Software to recommended levels

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

What cannot be Excluded from Managed Services?

No Security devices (routers and firewalls), Switches, Personal Computers, (both physical and virtual), Laptops, Workstations, Appliances (Linux based or otherwise), or Servers (both physical and virtual) may be excluded from the monitoring service. These are integral components of the network and all are needed to maintain the health of the network.

What can be Excluded from Managed Services?

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

Break/Fix

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

Unsupported Hardware or Software

will not be covered by any Managed Services Agreement. Unsupported Hardware or Software is defined as when the original Manufacturer has dropped maintenance or has stopped providing updates or fixes to their hardware or software. Examples of this would be Microsoft Windows XP, Windows 7, Microsoft Windows Server 2008, or IBM i 8202-E4D.

What is a New Installation or New Project

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

THE FOLLOWING SERVICES ARE PROVIDED BY SOLUTIONS TO THE CUSTOMER. THESE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. SOLUTIONS DOES NOT WARRANT THE RESULTS OF THESE SERVICES. THE CUSTOMER AGREES TO HOLD SOLUTIONS HARMLESS FROM ANY AND ALL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE INCURRED BY THE CUSTOMER OR ANY THIRD PARTY AS A RESULT OF THE CUSTOMER'S USE OF THESE SERVICES.

Managed Services Tickets (service orders):

Silver Service Plan Users - "Solutions" provides a dispatch desk and ticketing system. When an error has occurred, trouble shooting is required, or something simply has to be fixed, "Solutions" will have Dispatch create a service order, contact whomever the Customer wishes to have contacted, and based on the type of error, hand it off, or perform the service as agreed to. Customer is still responsible for Non "Solutions" Labor Costs, Hardware, and Licensing costs, if required.

Twenty-four by seven Monitoring and Alerting:

Depending on if there is an Alert, Failure, Threat or Security concern, Solutions will contact the Customer's representative(s) as how they would like to have the problem remediated. Error & Event Logs will be created, monitored and maintained based on the existing monitors available.

Twenty-four hour Electronic Monitoring of the Customer Network. This includes TCP/IP errors, Disk health, Windows services not started, High Processor usage, High memory/RAM usage, Low disk space, Recently restarted, Recent memory dumps, Online/Offline, DNS service not started on Domain controllers, Active Directory errors, Hyper-V replica errors, Virtual Machine management service, Hyper-V application errors, Multi-WAN disconnects, High Temperature on certain hardware, manufacturer Identified alerts (such as fan health) and pre-failure Indicators.

Twenty-four hour Application and Database Monitoring. When electronic application monitoring is accessible from the Vendor, Solutions will Monitor Applications and Database for Application Failures.

Twenty-four hour Electronic Monitoring of Desktops and Servers for Security Issues.

Twenty-four hour Electronic Monitoring of Firewall(s)

Twenty-four hour Electronic Monitoring of the Backup Job that has been setup by the Customer or on the Customer's behalf.

Patch Management:

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

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

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

Security Services:

Solutions will Manage the Customer's Antivirus and Antispyware (Business or Enterprise Class only) including scheduled updates and upgrades. Only approved products are included. Check with Solutions for the approved list of products. Customer is still responsible for Licensing costs and new installations.

Active Directory Users - Manage existing Users if needed, Disable Users and Manage Passwords. - This ensures that with one call your users can have their passwords reset. This does not preclude the local Administrator resetting passwords. Customer is still responsible for Licensing costs and new installations. Active Directory Cleanup will be performed as needed.

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

Firewall Management - Proactively Manage Customer's Firewall and troubleshoot problems as they arise. Changes will be reviewed with the Customer's designated contact. Once VPN's and other security measures have been agreed to and installed, "Solutions" will monitor the VPN for errors if they occur. This does not include setting up new users, new policies or new VPNs. Customer is still responsible for Hardware, Licensing costs and new installations.

Switch Management - Proactively Manage Switches and troubleshoot problems as they arise. Once installed ensure that they are backed up after changes are made. Customer is still responsible for Hardware, Licensing costs and new installations

Backup Services:

Backup Health - Solutions will automate the monitoring during the Onboarding process and new purchases, the various backup processes being used by the Customer excluding Cloud Hosted Servers and the IBM i (this is usually covered elsewhere). This is limited to mutually agreed to backup applications that can be monitored. If there are alerts or errors, notify the Customer, and then offer remediation at an additional cost. Exceptions would be if the backup is covered by a separate, additional Statement of Work: IE Datto Agreement.

Annually, assist the Customer in verifying backup media and locations if offsite, to ensure backup was complete. If the Customer wishes to verify backup media and/or locations more than once a year, additional fees will be incurred at normal rates. If there has been a problem with what has been backed up, offer remediation at an additional cost. Exceptions would be if the backup is covered by a separate, additional Statement of Work: IE Datto Agreement.

Backup Software Patch Management - Proactively install and monitor the available Software Patches available from the software agreed to, in the paragraph that begins Backup Health above. Customer is still responsible for Licensing costs. Automated software upgrades will be included if available.

Discounted Travel Costs

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

Pre-Paid Hours

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

Assets and Executive Reports:

Inventory Reports will be delivered to the Customer Annually, or upon request. This will include asset information, including warranty renewal (if available)

Executive Reports are supplied to the Customer upon request. These can be tailored to the Customers needs, during onboarding.

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

			Monthly rate	Monthly Extended
	Network Rate	1	\$215.00	\$215.00
	Personal Computers, Laptops and Workstations	27	\$25.00	\$675.00
All server instances, includes physical servers, virtual servers, Hyper-V, VMware and Linux KVM		6	\$45.00	\$270.00
Monitored Network Devices (i.e. Firewalls, Switches, Wireless Access Points, Network Management.		4	\$2.00	\$8.00
Specialized Storage Systems such as iSCSI systems, NAS and JBOD systems. This should not include devices on separate agreement - ie Datto (Contracted Backup and storage listed under Miscellaneous		0	\$10.00	\$0.00
Printer Management is not an option at this time. We are monitoring only. Minimum Charge		10	\$1.50	\$15.00
Miscellaneous Devices - Such as - IBM i, IBM i consoles, IMM, iLO, Onsite Manager, Other devices seen such as Watt Boxes, PDU Monitoring, , include Datto here ("Solutions" may monitor these for compliance and for risk aversion)		5	\$0.00	\$0.00
Excluded Devices	4	52	Devices	\$1,183.00

Auditor
 Assessor
 Supervisors
 Recorder
 Treasurer

 Engineer

TEMPORARY ROAD CLOSURE & DETOUR

APPANOOSE COUNTY RESOLUTION No. 2021-27

Detour for the Paving Replacement on T-20

WHEREAS: The Board of Supervisors is empowered under authority of Iowa Code Section 306.4 2019 Code of Iowa to operate and manage the Secondary Road System; and

WHEREAS: The pavement replacement of T-20 from the town of Cincinnati to the Missouri State line will take more than 48 hours to complete, and Iowa Code Chapter 306.41 requires that a numbered road have an authorized detour if closed for more than 48 hours; and

WHEREAS: The County Engineer recommends closure of the following Road:

County Highway T-20 from the South City Limits of Cincinnati 3.1 miles Southeast to the Iowa/Missouri State Line.

WHEREAS: The County Engineer recommends that the Official Detour be as follows:

From the intersection of T-20 and Iowa Highway 5, Thence Southwesterly 13.1 miles to US Highway 136, thence East approximately 1.8 miles to Missouri State Highway 129 (a continuation of Appanoose County Highway T-20 in Missouri), Thence North and East on MO 129 10.8 miles to the Iowa/Missouri State Line and Highway T-20.

NOW THEREFORE, BE IT RESOLVED: That we, the Board of Supervisors of Appanoose County do hereby declare the above described Highway T-20 temporarily closed upon initiation of improvements and the described detour established. The County Engineer is further directed to have the appropriate signs placed so to indicate, and that the said closure and detour shall remain in effect until the aforementioned improvements and review by the County Engineer accepting the work is completed.

Passed and Adopted this 21st day of June, 2021

Chairman Board of Supervisors
Appanoose County, Iowa

ATTEST:

Kelly Howard
Appanoose County Auditor



United States Department of the Interior

NATIONAL PARK SERVICE
National Trails
P.O. Box 728
Santa Fe, New Mexico, 87504



IN REPLY REFER TO:

INSTALLATION OF OFFICIAL NATIONAL HISTORIC TRAIL SIGNS FOR THE MORMON PIONEER NATIONAL HISTORIC TRAIL

Appanoose County has authorized the Iowa Chapter - Mormon Pioneer Association through its agent Karla Gunzenhauser to identify and erect official national historic trail signs on roads along the Mormon Pioneer National Historical Trail within its jurisdiction.

Eighteen signs shall be erected in Appanoose County in the locations identified on the attached sign plan [Attachment 1]. The signs shall measure 24x24 inches, with additional lower panels. Lettering on the signs shall measure 3.5 inches on main panels and 3 inches on lower panels. The signs shall include the logo for the national historic trail and directional arrows as appropriate. The signs shall be provided by Mormon Pioneer Association through the National Trails office of the National Park Service (NPS) which retains exclusive approval of the use of the national historic trail logo.

Specifications for signposts and hardware, installation procedures, and distance from the road edge of pavement shall be determined by Appanoose County with location assistance provided as needed by Karla Gunzenhauser. The signs shall be installed by Appanoose County in accordance with all County requirements and with oversight by Appanoose County. Fabrication of the signs will be completed by NPS through an existing contract unless otherwise noted.

Appanoose County hereby agrees to indemnify, save, and hold harmless the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person organization, its representatives, or employees.

Authorized road right of way Representative

Date

Physical shipping address for signs if approved is:
