

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

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Meeting Agenda  
June 6, 2022

The Appanoose County Board of Supervisors will meet Monday, June 6, 2022 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/Approve Agenda
3. Approve minutes of the May 16, 2022 meeting
4. Approve reports (5/27 payroll)
5. Approve bills
6. Approve liquor licenses: Pale Moon and Bessie's Barn
7. Approve Cigarette Permits: BK's Boathouse, Brownie 3 B's, Elliott's General Store, and Rathbun Marina
8. Gary Anderson: Vacation Approval
9. Approve RFP for Courthouse Boiler (ARPA funds)
10. Approve Medical Examiner Investigator removal
11. Accept Veteran Affairs Commissioner resignation: Ron Burger
12. FYI- MMP DeerView, LLC (Crop Rotation)
13. Approve FY2023 Solutions Support and Service Agreements
14. Approve Voiding Warrant #41578 \$1,500
15. Approve Interest Abatement (Parcels 43010300082000, 340011014930000, 380053008620000)
16. 9:15 Public Hearing: Tax Sale #2011-10695 (The East 20' of the West 40' of Lot 1 in Range 5 of Original Town of Centerville)
17. Approve Tax Sale #2011-10695
18. Approve FY23 Salary Certifications
19. Approve Resolution #2022-13: FY23 Appropriations
20. John Hansen: Appanoose County Law Center (project progress update, review and approve change orders, review and approve pay request, discussions, and any necessary action)
21. County Engineer Report
  - a. Approve Hiring/Position Changes
  - b. Approve Resolution 2022-14: Bridge Embargo
22. Public Comments
23. Adjourn

Posted 6/1/2022

May 16, 2022

Appanoose County Board of Supervisors met in regular session May 16, 2022 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Linda Demry, Chairperson, Mark McGill, Jeff Kulmatycki, Boardmembers. Absent: none.

The meeting started with the pledge.

Add Stephanie Koch 28E Agreement with Region. Scratch Heather Swartz: Road issues. McGill motioned to approve the amended agenda. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the minutes from the May 2 & 9, 2022 meetings. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve 5/13 payroll and April Prisoner Room & Board Transfer. Seconded by McGill. All voted aye.

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

Agriland FS	Engineering Services	37444.88
Albia Newspapers	Off. Supplies & Forms	483.00
Albia PreK & Daycare	Community Support Program	2471.00
Alliant	Engineering Services	4565.28
Serv Agency	Salary-Regular Employees	7396.72
App Co Treas	Off. Supplies & Forms	306.10
App Comm Care	Homemaker-Home Health Aid	3080.50
Bailey Off	Off. Supplies & Forms	91.20
Barco	Engineering Services	4505.86
D Barnthouse	Building Repair & Maintce	100.00
Dennis Beeson	Off. Supplies & Forms	29.99
Bratz Oil	Tires & Tubes	179.35
Brownells	Law Enf. Equip & Weapons	67.02
C-D Supply	Custodial Supplies	571.62
Cantera Aggregates	Engineering Services	116540.94
Card Services	Off. Supplies & Forms	190.16
CarQuest	Engineering Services	1898.07
Cville Iron	Engineering Services	15.84
Cville Wtrwks	Water & Sewer	59.62
C'ville Produce & Feed	Park Maint. & Supplies	175.41
Central IA Det	Juvenile Detention & Shel	234.05
Chariton Valley Elec	Engineering Services	349.18
City Cville	Salary-Regular Employees	4947.00
CocoBeen Reptiles	Park Maint. & Supplies	150.00
Dave's Tire Shop	Engineering Services	199.00
Davis Co Sch	Community Support Program	800.00
Davis Co ISU Ext	Community Support Program	798.26
Davis Co Sheriff	Medical & Health Services	9437.47
Eastern IA Tire	Engineering Services	119.70
Equipment Blades, Inc	Engineering Services	821.00
Finish Line	Fuels	64.37
First Bkcd	Dues & Memberships	15.00
Fogle TV	Off. Supplies & Forms	397.52
GreatAmerica	Off. Equip Repair & Maint	207.38
Hamilton Produce	Park Maint. & Supplies	375.00
G Hawk	Park Maint. & Supplies	25.00
Hi-Way Products	Bridge & Culvert Maint.	15300.00
Hills San	Engineering Services	405.00
Hy-Vee	Food Preparation Service	3603.00
Impressive Designs	Election Supplies	109.80

Independent Salt	Engineering Services	1887.05
ICRA	Dues & Memberships	200.00
Jarvis Upholstery	Law Enf. Equip & Weapons	45.00
John Deere	Engineering Services	263.28
Kids World	Community Support Program	2128.00
Kimball	Engineering Services	202.42
Landings	Rent Payments	300.00
K Laurson	Educational & Train.Serv.	281.40
Lee Co Hlth	Community Support Program	226.39
LexisNexis	Dues & Memberships	100.00
Lockridge	Engineering Services	731.22
Marion Co Pub Hlth	Community Support Program	20.90
B Matkovich	Rent Payments	300.00
McCoy Legal Serv	Legal & Ct-Related Serv.	560.00
Mercy Med Ctr	Engineering Services	35.00
M Messamaker	Educational & Train.Serv.	108.00
Metal Culverts	Bridge & Culvert Maint.	17649.00
Midwest Wheel	Engineering Services	2464.51
MMIT	Off. Equip Repair & Maint	149.36
Monroe Co ISU Ext	Community Support Program	42.99
Monroe Pub Hlth	Community Support Program	4694.45
Natel	Telephone & Telegr.Serv.	138.00
Naval Surface Warfare	Law Enf. Equip & Weapons	600.00
O'Reilly	Engineering Services	841.55
Oden Enterprises	Bridge & Culvert Maint.	38295.60
Official Pest Control	Off. Equip Repair & Maint	60.00
Orchard Pl	Community Support Program	3049.70
R Pfannebecker	Medical Supplies	40.22
Prof Computer	Off. Equip Repair & Maint	31.95
Rainbo Oil	Engineering Services	4832.30
RASWC	Engineering Services	93.60
RRWA	Water & Sewer	117.50
Raw Metal Works	Park Maint. & Supplies	180.00
River Hills	Medical & Health Services	431.00
G Roefer	Medical & Health Services	100.00
SCICAP	Community Support Program	27644.77
Seymour Tire	Engineering Services	94.50
SIEDA	Community Support Program	6654.68
Sinclair NAPA	Engineering Services	1065.58
Sinclair Tractor	Park Maint. & Supplies	23.70
Snap-On Tools	Engineering Services	113.00
Snap-On-Tools	Engineering Services	228.83
Solutions	Off. Supplies & Forms	589.06
Storey Kenworthy	Election Supplies	1472.92
D Sturms	Mileage & Transp. Expense	256.75
Dr. Anthony Tatman	Educational & Train.Serv.	10.00
US Bank	Off. Supplies & Forms	6033.52
US Cellular	Office Space	816.07
USPS	Postage & Mailing	780.00
Walker Welding	Engineering Services	138.68
Wayne Co Sheriff	Food Preparation Service	495.00
Wex Bank	Mileage & Transp. Expense	138.71
Windstream	Off. Supplies & Forms	1982.93
Zero9 Holsters	Law Enf. Equip & Weapons	181.65
Grand Total		348451.03

Mike Schill from NATEL shared a PowerPoint presentation. He formally requested \$750,000 in APRA funds for his wireless broadband project in the county. No action was taken from the board. It's unknown at this time how much APRA funds there will be following upcoming projects.

Kulmatycki motioned to open the public hearing for the FY22 County Budget Amendment at 9:18 A.M. Seconded by McGill. All voted aye. There were no comments. McGill motioned to close the public hearing on the FY22 County Budget Amendment.

McGill motioned to approve Resolution #2022-10 FY22 County Budget Amendment #2 (a copy is available in the Auditor's Office). Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve Resolution #2022-11. Seconded by McGill. All voted aye.

#### RESOLUTION NO 2022-11

#### APPROPRIATIONS AMENDMENT

WHEREAS, Resolution No 2021-25 dated June 21, 2021 set appropriations by department for Fiscal Year 2022, and

WHEREAS, the FY22 Budget was amended on December 20, 2021 with the following appropriations by department:

<u>Dept# &amp; Name</u>	<u>Amount</u>	<u>Dept# &amp; Name</u>	<u>Amount</u>
02-Auditor	\$10,000	05-Sheriff	\$33,907
22-Conservation	\$ 7,400	23-Public Health	\$25,000
51-Courthouse	\$ 9,591	99-Nondept	\$89,130

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

<u>Dept# &amp; Name</u>	<u>Amount</u>	<u>Dept# &amp; Name</u>	<u>Amount</u>
02-Auditor	\$ 8,000	20-Secondary Roads	\$715,000
21-Veteran Affairs	\$ 400	22-Conservation	\$ 49,000
23-Public Health	\$40,000	28-Medical Examiner	\$ 2,313

The above and foregoing resolution was adopted by the Board of Supervisors of Appanoose County, Iowa on May 16, 2022, the vote thereon being as follows:

AYES: /s/Linda Demry, Mark McGill, Jeff Kulmatycki

NAYS: none

Attest: /s/Kelly Howard, Appanoose County Auditor

Kulmatycki motioned to open the public hearing for the RFP on a Communications Tower at 9:19 A.M. Seconded by McGill. All voted aye. Only one bid was received from Racom for \$964,129. Sheriff Gary Anderson approved of the bid and said he was unsure how much ARPA funds would be needed. There are E911 funds and Department 5 funds available. Rental space will be available. EPA & DNR approval still needed. The tower will be 300' and has been approved by the FAA. There could be additional cost depending on where the DNR and EPA approve of the location. McGill motioned to close the public hearing at 9:24 A.M. Seconded by Kulmatycki. All voted aye. Kulmatycki motioned to approve the Racom bid of \$964,129. Seconded by McGill. All voted aye.

McGill motioned to open the public hearing on the RFP on a Courthouse Boiler at 9:25 A.M. Seconded by Kulmatycki. All voted aye. Two bids were received. Winger (same boiler) \$63,940 and Weston (different boiler) \$59,184. No public comments. McGill motioned to close the public hearing at 9:31 A.M. Seconded by Kulmatycki. All voted aye. McGill tabled the approval of a boiler bid until the custodian could be consulted. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the liquor licenses for Honey Creek (2) and Valley View (pending dram). Seconded by Kulmatycki. All voted aye.

McGill motioned to appoint Debbie Dell to the Conservation Board. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve the Conflict of Interest Policy. Seconded by McGill. All voted aye.

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

McGill motioned to approve Resolution #2022-12. Seconded by Kulmatycki. All voted aye.

#### Resolution # 2022-12

WHEREAS, it has been determined by the Board of Supervisors of Appanoose County, Iowa, that Tax Sale #2011-10695: The East Twenty (20) Feet of the West Forty (40) Feet of Lot One (1) in Range Five (5) of the Original Town of Centerville, located in Appanoose County is no longer needed for the purpose for which it was acquired by the County and it is in the best interest of the county that said property be sold:

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

1. That a public hearing be held June 6, 2022 at 9:15 A.M. in the Appanoose County Courthouse to consider the sale of the above-described property upon motion by McGill and seconded by Kulmatycki.
2. That following the public hearing an auction will be held in which the property will be sold to the highest bidder with the county reserving the right to accept or reject any or all bids; who will also pay the current year's taxes, the cost of publication of this notice and the cost of recording the deed.
3. That the Appanoose County Auditor is hereby authorized and directed to publish a notice of public hearing on said proposal to convey and sell property no less than four nor more than twenty days prior to that date of such hearing.
4. This resolution shall become effective upon its passage and publication.

Passed and adopted this 16<sup>th</sup> day of May 2022.

Ayes: /s/Linda Demry, Mark McGill, Jeff Kulmatycki

Nayes: none

ATTEST: /s/ Kelly Howard, County Auditor

Stephanie Koch presented a 28E Agreement with the South Central Behavioral Health Region. Kulmatycki motioned to approve the signing of the 28E Agreement with the Region. Seconded by McGill. All voted aye.

Mike Adkins provided an updated to the board on the new law center. 75% of the concrete is done. 75% of the sheet rock is done. The detention doors will start to be hung on June 1<sup>st</sup>. Plumbing is almost complete except to set the fixtures. McGill motioned to approve the 5/1/2022 pay claim for \$438,597.68. Seconded by Kulmatycki. All voted aye.

County Engineer, Brad Skinner, provided an update to the board. Canadian Pacific Railroad contacted them and pulled the designated workers for this week. Work will begin next week on the Boyer Ridge Road Bridge. Demry requested Skinner contact Chris Clouse. The T30 asphalt project has one more day of paving, then fill on parking areas. Shouldering and markings will be completed after. A list of bridge embargos will be provided at the next meeting. They met with Heather Swartz to address the potholes on old Hwy 2. McGill questioned the field drives on 230<sup>th</sup>. Demry stated the county does not sell railroad right-of-way the county has possession of for future reference. The list of applicants has been narrowed to 3 and interviews will be scheduled soon. McGill requested a list of tools the county has purchased in the shop and each truck be created. Skinner will look into what they have currently.

Public Comments: Tammy Wheeler from Farmer's Mutual Communications stated they have purchased lots of supplies for their fiber project.

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

The Board adjourned to meet the call of the Auditor at 10:07 A.M.

Appanoose County Board of Supervisors

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Attest:

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Kelly Howard, Appanoose County Auditor



ALCOHOLIC  
BEVERAGES  
DIVISION  
State of Iowa

# State of Iowa

Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY

Hartland Enterprises LLC

NAME OF BUSINESS(DBA)

Pale Moon

BUSINESS

(641) 895-2127

ADDRESS OF PREMISES

19071 Sunshine Rd.

PREMISES SUITE/APT NUMBER

CITY

Centerville

COUNTY

Appanoose

ZIP

52544

MAILING ADDRESS

19561 205th Ave.

CITY

Centerville

STATE

Iowa

ZIP

52544

## Contact Person

NAME

Josh Hart

PHONE

(641) 895-2127

EMAIL

joshhart9481@gmail.com

## License Information

LICENSE NUMBER

LC0042572

LICENSE/PERMIT TYPE

Class C Liquor License

TERM

12 Month

STATUS

Submitted  
to Local  
Authority

EFFECTIVE DATE

June 1, 2022

EXPIRATION DATE

May 31, 2023

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Liquor License



# State of Iowa

## Alcoholic Beverages Division

### Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Bessie's Barn LLC	Bessie's Barn	(641) 856-4103		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
15927 Hwy 2		Numa	Appanoose	52544
MAILING ADDRESS	CITY	STATE	ZIP	
203 W. Washington St	Centerville	Iowa	52544	

### Contact Person

NAME	PHONE	EMAIL
Nick Hindley	(641) 895-1464	hindleydds@gmail.com

### License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0039259	Class C Liquor License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
June 1, 2022	May 31, 2023	

SUB-PERMITS

Class C Liquor License



**Instructions on the reverse side**

For period (MM/DD/YYYY) 07/01/22 through June 30, 2023

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

**Business Information:**

Trade name/Doing business as: BKs Boathouse Inc  
Physical location address: 16999 Hwy J18 City: Moravia ZIP: 52571  
Mailing address: 17587 Lakeshore Dr City: Moravia State: IA ZIP: 52571  
Business phone number: 641-724-3762

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐  
Name of sole proprietor, partnership, corporation, LLC, or LLP BKs Boathouse Inc  
Mailing address: 17587 Lakeshore Dr City: Moravia State: IA ZIP: 52571  
Phone number: 515-708-0176 Fax number: \_\_\_\_\_ Email: blkbksboathouse.com

**Retail Information:**

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

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

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

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

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

Name (please print): Bryan Kinner Name (please print): \_\_\_\_\_  
Signature: [Signature] Signature: \_\_\_\_\_  
Date: 5-9-22 Date: \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

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

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

**Instructions on the reverse side**

For period (MM/DD/YYYY) 7 / 1 / 22 through June 30, 23

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

**Business Information:**

Trade name/Doing business as: Brownie 3B's  
Physical location address: 11311 Hwy 510 City: Melrose ZIP: 52569  
Mailing address: 12911 137<sup>th</sup> Ave City: Plano State: IA ZIP: 52581  
Business phone number 641-724-9820

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☐ Partnership ☒ Corporation ☐ LLC ☐ LLP ☐  
Name of sole proprietor, partnership, corporation, LLC, or LLP Brownie 3B LLC  
Mailing address: 12911 137<sup>th</sup> Ave City: Plano State: IA ZIP: 52581  
Phone number 641-895-1325 Fax number: \_\_\_\_\_ Email: \_\_\_\_\_

**Retail Information:**

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

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

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

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

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

Name (please print): Connie A Brown Name (please print): Kim R Brown  
Signature: Connie A Brown Signature: Kim R Brown  
Date: 5-7-22 Date: 5-7-22

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

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

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

**Instructions on the reverse side**

For period (MM/DD/YYYY) 6 / 30 / 2022 through June 30, 2023

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

**Business Information:**

Trade name/Doing business as: ELLSWORTH GENERAL STORE INC

Physical location address: 23828 Hwy 71E City: MORGAN State: IA ZIP: 52557

Mailing address: SAME City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Business phone number: 641-724-3211

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐

Name of sole proprietor, partnership, corporation, LLC, or LLP ELLSWORTH GENERAL STORE INC

Mailing address: 23828 Hwy 71E City: MORGAN State: IA ZIP: 52557

Phone number: 641-724-3211 Fax number: 641-724-3211 Email: dellst363@aol.com

**Retail Information:**

Types of Sales: Over-the-counter ☒ Vending machine ☐

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

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

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐  
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐

Has vending machine that assembles cigarettes ☐ Other ☐ \_\_\_\_\_

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

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

Name (please print): DAVID J. ELLSWORTH

Signature: [Signature]

Date: 5-9-2022

Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

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

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

**Instructions on the reverse side**

For period (MM/DD/YYYY) 07 / 1 / 2022 through June 30, 2023

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

**Business Information:**

Trade name/Doing business as: Rathbun Marina

Physical location address: 21646 Marina Pl City: Moravia ZIP: 52571

Mailing address: 21646 Marina Pl City: Moravia State: IA ZIP: 52571

Business phone number: 641-724-3212

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐

Name of sole proprietor, partnership, corporation, LLC, or LLP Your Boat Works

Mailing address: 21646 Marina Pl City: Moravia State: IA ZIP: 52571

Phone number: 641-724-3212 Fax number: \_\_\_\_\_ Email: sheila@yourboatworks.com

**Retail Information:**

Types of Sales: Over-the-counter ☒ Vending machine ☐

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☐ Vapor Products ☐

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

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐  
Grocery store ☐ Hotel/motel ☒ Liquor store ☐ Restaurant ☐ Tobacco store ☐

Has vending machine that assembles cigarettes ☐ Other ☐ \_\_\_\_\_

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

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

Name (please print): Sheila Clemens

Signature: Sheila Clemens

Date: 5-5-22

Name (please print): Douglas Clemens

Signature: Doug M Clemens

Date: 5-5-22

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

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

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

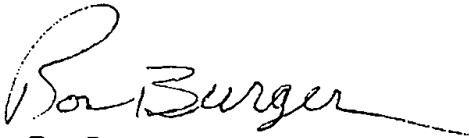
- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

5/11/2022

Board of Supervisors Appanoose County

I am resigning from the position of Veterans Affair Commissioner for Appanoose County, Iowa.

Effective date is 30 June 2022.

A handwritten signature in black ink that reads "Ron Burger". The signature is written in a cursive style with a long horizontal line extending from the end of the word "Burger".

Ron Burger



## 2022 MMP Short Form for Annual Update

**Facility**

DeerView # 65788  
2727 730th Ave.  
Blakesburg, IA 52536

**Date Due:**  
06/01/2022

**Date Received:**  
05/27/2022

**Date Approved:**  
05/27/2022

**Owner**

DeerView, LLC

**Contact**

Brian Rittland- Pinnacle Group

Prior to making changes in manure management practices, update the on-site copy to show actual changes.  
Please select changes below and include all changes in your current, on-site MMP.

☐ I have made no changes to my MMP

☐ I have added acres

☒ Change Crop Rotation or Optimum Yields

☐ Changed Application Method

☐ Used manure analysis

☐ I am electing to be a small animal feeding operation (SAFO) or facility capacity has changed

☐ I have made other changes to my MMP Describe :

☐ I sell all manure with a Chapter 200A license through the Iowa Department of Agriculture and Land Stewardship.

☐ In addition to selling manure as indicated above, I also apply manure to fields using a manure management plan.

**County Notifications**

The following counties have been notified:

Appanoose

Monroe

Wapello

**Animal Unit Capacity / Payment Summary**

Animal Type	Head	AUC	Amount (AUC * 0.15)
Swine Wean to Finish	4800	1920.00	\$288.00
<b>Total</b>	<b>4800</b>	<b>1920.00</b>	<b>\$288.00</b>

I, Brian Rittland, attest that the information indicated above is accurate and complete.

**Comments**

## 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 : \$37,381.00 shall be paid by the Customer to cover  
 the the following licensed programs as indicated: The Agreement starts on 07/01/22

		Annual Fee	
<b>Group A.</b>			
<u><b>Assessor Administration Applications</b></u>			
<u>1</u>	Base Real Estate / Grain / Partial Exemption / M & E	\$3,740.00	3502
	Sales Ratio Integration into base Real Estate	\$0.00	
<u>1</u>	Vanguard Integrated Work Module	\$1,540.00	1442
	Schneider/Sidwell Transfer of CSR, Val. Acr.	\$0.00	
		<u>\$5,280.00</u>	
<u><b>Auditor</b></u>			
<u>1</u>	Base Real Estate / Grain / Utility Tax / TIF support	\$3,740.00	3502
	Transfer Book and Reports	\$0.00	
<u>1</u>	Government General Ledger/Accounts Payable/Budgets and Accrual Reporting	\$3,960.00	3708
<u>1</u>	Government Payroll System	\$3,245.00	3038.50
<u>1</u>	Fixed Assets - Basic Inventory	\$440.00	412
	Drainage Accounting - Subsystem	\$0.00	
	Drainage Real Estate - Subsystem	\$0.00	
		<u>\$11,385.00</u>	
<u><b>Engineer</b></u>			
<u>1</u>	D.O.T. Accounting & Payroll System w/ interface to Auditor	\$3,300.00	3090
<u>1</u>	Equipment Costs & Records	\$660.00	618
	Parts & Materials Inventory	\$0.00	
		<u>\$3,960.00</u>	
<u><b>Recorder</b></u>			
<u>1</u>	Instrument Indexes	\$2,860.00	2078
<u>1</u>	Accounts Receivable	\$660.00	618
	Vital Statistics	\$0.00	
		<u>\$3,520.00</u>	
<u><b>Treasurer</b></u>			
<u>1</u>	Tax Receipting, Specials, Payments, Apportionment, Daily Cash Out & TaxSale	\$5,356.00	5356
<u>1</u>	Online Tax Payments - Loading, Receiving & Monitoring- Annual Fee	\$1,300.00	1287.50
<u>1</u>	Miscellaneous Receipts / GL / Treasurer's Sub-ledger	\$2,200.00	2060
	Drainage Tax Receipts-Subsystem	\$0.00	
	Drainage Certificate Ledger-Subsystem	\$0.00	
	Banking & Investments	\$0.00	
<u>1</u>	Document Locator (Imaging) for DOT Libra	\$660.00	618
		<u>\$9,516.00</u>	
<u><b>Specialty Applications and/or Support</b></u>			
<u>1</u>	IBM I Server Management - for 8286-41A 78-0AA4X	\$2,400.00	2400
	OnDemand Printer Output to Storage Definitions	\$0.00	
<u>1</u>	Scanning Interface for Imaging for Document Locator for 1st User	\$660.00	618
<u>1</u>	Scanning Interface for Imaging for Document Locator for additional Users	\$660.00	618
	CSN Interface includes 1 license of Claims by Department	\$0.00	
	Urban Revitalization, Annexation and Phase in	\$0.00	
	Records Storage Management	\$0.00	
	Third Party Transfer Book Interface	\$0.00	
	Claims by department Interface for	\$0.00	
		<u>\$0.00</u>	
	Payroll by Department Interface for -	\$0.00	
		<u>\$0.00</u>	
		<u>\$3,720.00</u>	
<b>G</b>	<b>SUPPORT AGREEMENT TOTAL</b>	<u><u>\$37,381.00</u></u>	35560 +1815

## 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 Enhancement

#### 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
- 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
- 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 Program 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 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 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

#### 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





## 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 07/01/22 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	\$14,904.00
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You are entitled to discounted travel of \$300 per technician per day

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Total Statement of Work

\$14,904.00

### 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

Max Elg

Name

Name

VP Operations

Title

Title

2022

2022

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 Customer - Appanoose County, is contracting for a Silver Managed Services Agreement Silver Service Plan**

## 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 Cost**

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 Customer's 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.**

Silver

The Customer - Appanoose County, is contracting for a Silver Managed Services Agreement - for an annual fee of \$14,504.00.

			Monthly rate	Monthly Extended
	Network Rate	1	\$215.00	\$215.00
	Personal Computers, Laptops and Workstations	28	\$26.00	\$728.00
All server instances, includes physical servers, virtual servers, Hyper-V, VMware and Linux KVM		6	\$46.00	\$276.00
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	53	Devices	\$1,242.00

Appanoose County, contracting for a Silver Managed Services Agreement - has included the following Offices, Agencies or Departments in this Statement of Work:

Auditor  
Assessor  
Supervisors  
Recorder  
Treasurer  
  
Engineer

## Solutions SERVICE PLANS

7/1/2022

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

**Purpose of this Section:**

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

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

**Prepaid Services can be used for 24/7 Support**

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

Auditor

Assessor

Supervisors

Recorder

Treasurer

Engineer

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



# Solutions SERVICE PLANS - ColumbiaSoft - Document Locator

## Purpose of this Statement of Work:

7/1/2022

This Statement of Work (SoW) is to supply the Customer with a service plan to handle installed User questions and assist in trouble shooting the ColumbiaSoft, Black Ice and Kofax software. This is handled as a flat fee for previously installed systems. This is not for installing or adding additional licenses. We will assist you and guide you in setting up basic folders. This is not a replacement for Image System design nor training. That would require a service order.

## Installed - Image Services - Help Desk Support for Covered Products

ColumbiaSoft - Document Locator: Named User NAL, Desktop Dedicated CAL, Desktop Concurrent SAL, WebTools Concurrent SAL, WebView Concurrent SAL, Scanning CAL, Kofax Connector, Black Ice TIFF Connector,

Black Ice - TIFF Viewer and Browser Plug-In (current version 11.48)

Kofax - Ascent Capture - various products

## System Administration, Troubleshooting & Support

Solutions will supply the following services to the Customer in the form of phone support or remote assistance, to assist the Customer in resolving problems with the specified Covered Products. 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).

Support the Covered Products and assist with the Interface to Microsoft Windows SQL (current supported versions only) and IBM i - This is for previously installed software that has already been functioning and working. This is not a replacement for installation.

Answer questions as how to use the Covered Products. This is for previously installed software that has already been functioning and working. This is not a replacement for training.

Trouble Shooting Covered Products - When a product stops working: We will work with you to get the to get the Covered Product back up and running.

We will provide System Administration support

We will assist you with Job restarts & application procedures

We will help you to create & maintain file systems, directories, & log files

We will assist you with message identifiers in affected message queues or logs

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 Product(s). Should the problem require on-site labor to resolve the problem, the Customer shall incur charges as per Solutions usual and customary rates for time, materials and travel. 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 integrating hardware and software with the Covered Products if purchased by the Customer from Solutions.

When Solutions is unable to resolve the Customer's problems in regards to the Customer's Hardware, Software, or Covered Products, Solutions will assist the Customer in obtaining additional support, either through "Solutions' On-line Support Agreement or direct from ColumbiaSoft, Black-ice, Kofax 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 these third party support providers.

## Covered Products Updates, Upgrades and Software Patch Management

Assist Customer's assigned Image Administrator to apply software system patches - Phone or Online Remote Assistance 2 hour maximum still applies. Where applicable, adhere to customer change management windows.

Assist Customer's assigned Image Administrator to install software updates and upgrades - Phone or Online Remote Assistance 2 hour maximum still applies. Where applicable, adhere to customer change management windows

## Managing Users

Assist Customer's assigned Image 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

\$0.00

Accepted by Customer: Appanoose County

Accepted by Solutions, Inc.

signature

signature

Max Elg

Name

Name

VP Operations

Title

Title

2022

2022

Date

Date



A division of  **HARRIS**  
LOCAL GOVERNMENT

"Solutions", Inc.  
2311 West 18<sup>th</sup> 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, 2022 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 its 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: \_\_\_\_\_, 2022

**Address: 201 N 12th Street**

**Centerville, IA 52544**

Telephone Number \_\_\_\_\_

Attachments - Exhibit A pages 1 & 2

**(Vendor) "Solutions", Inc.**

By: Myron "Max" Elg

(Please type or print)

Signature: \_\_\_\_\_

Title: VP - Operations

Date: \_\_\_\_\_, 2022

**Address: 2311 West 18<sup>th</sup> St.**

**Spencer, Iowa 51301-2631**

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







*Appanoose County Treasurers Office*

*Janet Davis, Treasurer*

*Courthouse*

*201 North 12<sup>th</sup> St*

*Centerville, IA 52544*

*Phone: 641-856-3097*

*Fax: 641-856-8104*

*Email: [jdavis@appanoosecounty.net](mailto:jdavis@appanoosecounty.net)*

\*\*\*\*\*

May 31, 2022

To: Appanoose County Board of Supervisor

Linda Demry, Chair

Mark McGill

Jeff Kulmatycki

I am writing in regards to three different parcel of lands. Situs Cultivation, LLC, of Omaha, Nebraska is interested in paying the taxes on these delinquent parcels, provided the Appanoose Co. Board of Supervisors are willing to abate the interest.

The following parcels are involved in this purchase:

43010300082000 in the name of Iris Susan Byers. The total interest to be abated would be \$1315.00.

340011014930000 in the name of Thomas Wood. The total interest to be abated would be \$2567.00.

380053008620000 in the name of Phil L. McMains. The total interest to be abated would be \$1724.00

I have determined it is not feasible for the entire balance of this tax bill to be collected. Therefore, in accordance with Iowa Code, Chapter 445.16, I am requesting that you, acting in your capacity as Appanoose County Board of Supervisors, resolve to abate interest in these parcels, which totals \$5606.00.

Janet Davis

Appanoose County Treasurer

**Situs Cultivation, LLC**  
**Chris Newhouse**

18025 Oak Street Suite B  
Omaha, Nebraska 68130

Phone (402) 973-2133  
rcm202122@gmail.com

May 11, 2022

Board of Supervisors  
c/o Jennifer  
201 N 12<sup>th</sup> Street  
Centerville, IA 52544

RE: See Attached Exhibit "A"

Dear Board:

We are requesting of the Board of Supervisors the acquisition of the attached list of County Held tax liens on property in Appanoose County (see Exhibit "A").

We would like to acquire a couple for a reduced amount. We would be willing to pay all the principal monies owed, plus current taxes if the Board will waive the interest that has been accruing since it became delinquent. The remaining at full redemption.

Our goal in requesting this is to acquire the property and to liquidate the property to someone who will improve and/or maintain the asset, which will increase the value of the property and the properties in the area. In addition, the taxes on these improved properties will keep revenue generating for your county/city.

We appreciate your consideration of this request and look forward to discussing further with you. If you have any questions, please feel free to contact me at 1-402-214-3866.

Respectfully,



Chris Newhouse  
Director of Operations  
Situs Cultivation, LLC

Exhibit "A"

Certificate # 2011-10781 – Parcel #430103000820000 – Principal Monies owed/  
Reduction of interest

Certificate # 2012-11065 – Parcel #340011014930000 – Principal Monies owed/  
Reduction of interest

Certificate # 2012-11153 – Parcel #380053008620000 – Principal Monies owed/  
Reduction of interest

# STATEMENT OF TAXES

Appanoose County Treasurer

201 N 12th ST

Centerville, Iowa 52544

Phone 641-856-3097

jdavis@appanoosecounty.net

Page- 1

Date 06/03/2022

Entity#: 1193300  
Name: Byers, Iris Susan  
Address: 410 Main St  
City: Udell, IA 52593

Statement amounts reflect calculation through end of 6/2022

Receipt Key	1st Tax	Interest	Drainage	Cost		
Dist Parcel/V.I.N.	2nd Due	Due	INT Due		Total	Due
2021/2022-10-22240-01	2.00	1.00		4.00		
430- 430103000820000	2.00	1.00				10.00
MAIN ST UDELL						
2020/2021-10-22119-01	2.00	1.00		4.00		
430- 430103000820000	2.00	1.00				10.00
MAIN ST UDELL						
2019/2020-10-22027-01	3.00	1.00				
430- 430103000820000	3.00	1.00				8.00
MAIN ST UDELL						
2018/2019-10-21955-01	2.00	1.00				
430- 430103000820000	2.00	1.00				6.00
MAIN ST UDELL						
2017/2018-10-21903-01	2.00	2.00				
430- 430103000820000	2.00	1.00				7.00
MAIN ST UDELL						
2016/2017-10-21886-01	37.00	36.00				
430- 430103000820000	37.00	33.00				143.00
MAIN ST UDELL						
2015/2016-10-21890-01	43.00	50.00				
430- 430103000820000	43.00	46.00				182.00
MAIN ST UDELL						
2014/2015-10-21858-01	43.00	57.00				
430- 430103000820000	43.00	54.00				197.00
MAIN ST UDELL						
2013/2014-10-22696-01	48.00	73.00				
430- 430103000820000	48.00	68.00				237.00
MAIN ST UDELL						
2012/2013-10-22960-01	44.00	75.00				
430- 430103000820000	44.00	71.00				234.00
MAIN ST UDELL						
2011/2012-10-22583-01	43.00	81.00				
430- 430103000820000	43.00	77.00				244.00
MAIN ST UDELL						

# STATEMENT OF TAXES

Appanoose County Treasurer  
201 N 12th ST  
Centerville, Iowa 52544  
Phone 641-856-3097  
jdavis@appanoosecounty.net

Page- 2

Date 06/03/2022

Entity#:  
Name: Byers, Iris Susan  
Address: 410 Main St  
City: Udell, IA 52593

Statement amounts reflect calculation through end of 6/2022

Receipt Key	1st Tax	Interest	Drainage	Cost		
Dist Parcel/V.I.N.	2nd Due	Due	INT Due		Total	Due

Acre: .00

Tax Due:	538.00
Interest Due:	732.00
Drainage Interest Due:	
Cost/Admin. Due:	8.00
Grand Total Due:	1,278.00
Total Consolidated Tax:	1,278.00

201 N 12th Street

Centerville, IA 52544

E-mail: jdavis@appanoosecounty.net

Phone: (641) 856-3097

\*\*\*\*\*

Statement of Redemption from Tax Sale

\*\*\*\*\*

Tax District: 430

UDELL MOULTON-UDELL

Entity: 1193300

Byers, Iris Susan

410 Main St

Udell, IA 52593

Legal Description:

430103000820000 STR 018-069-016 ORIG TOWN LOT 10 BLK 3

Sold on the date of June 20, 2011, to: APPANOOSE County

for the sum of \$ 219.00 being the delinquent tax of the payable years:

2009/2010, 2010/2011

		4.00%	9.00%	2.00%	
	<u>Principal</u>	<u>Interest</u>	<u>Interest / Days</u>	<u>Interest / Month</u>	<u>Total</u>
06/20/2011	219.00			583.00 133	802.00

Misc. Fees:

1.41

Sheriff Fees:

Cst/Adm Publishing:

19.64

Redemption Fee:

Total:

823.05

This statement is computed thru the end of June, 2022 only.

If not paid at this time, further interest and cost will accrue. Subsequent taxes could also be added to this statement total with additional interest.

# STATEMENT OF TAXES

Appanoose County Treasurer  
201 N 12th ST  
Centerville, Iowa 52544  
Phone 641-856-3097  
jdavis@appanoosecounty.net

Page- 1

Date 06/03/2022

Entity#: 9144500  
Name: Wood, Thomas

Address:

City: ,

Statement amounts reflect calculation through end of 6/2022

Receipt Key	1st Tax	Interest	Drainage	Cost		
Dist Parcel/V.I.N.	2nd Due	Due	INT Due		Total	Due
2021/2022-10-17938-01	39.00	5.00		4.00		
340- 340011014930000	39.00	2.00			89.00	
S 15TH CENTERVILLE						
2021/2022-90-56554-01	706.00	95.00		9.00		
340- 340011014930000					810.00	
S 15TH CENTERVILLE - CENTERVILLE NUISANCE						
2020/2021-10-16720-01	39.00	12.00		4.00		
340- 340011014930000	39.00	9.00			103.00	
S 15TH CENTERVILLE						
2020/2021-90-56504-01	724.00	228.00		9.00		
340- 340011014930000					961.00	
S 15TH CENTERVILLE - CENTERVILLE NUISANCE						
2019/2020-10-16541-01	42.00	18.00				
340- 340011014930000	42.00	14.00			116.00	
S 15TH CENTERVILLE						
2019/2020-90-56436-01	826.00	359.00		5.00		
340- 340011014930000					1,190.00	
S 15TH CENTERVILLE - CENTERVILLE NUISANCE						
2018/2019-10-16475-01	40.00	25.00				
340- 340011014930000	40.00	21.00			126.00	
S 15TH CENTERVILLE						
2018/2019-90-56327-01	411.00	253.00		5.00		
340- 340011014930000					669.00	
S 15TH CENTERVILLE - CENTERVILLE NUISANCE						
2018/2019-90-56375-01	262.00	161.00		5.00		
340- 340011014930000					428.00	
S 15TH CENTERVILLE - CENTERVILLE NUISANCE						
2017/2018-10-16424-01	41.00	33.00				
340- 340011014930000	41.00	29.00			144.00	
S 15TH CENTERVILLE						
2016/2017-10-17532-01	39.00	38.00				
340- 340011014930000	39.00	35.00			151.00	
S 15TH CENTERVILLE						

# STATEMENT OF TAXES

Appanoose County Treasurer  
201 N 12th ST  
Centerville, Iowa 52544  
Phone 641-856-3097  
jdavis@appanoosecounty.net

Page- 2

Date 06/03/2022

Entity#: 9144500  
Name: Wood, Thomas

Address:

City: ,

Statement amounts reflect calculation through end of 6/2022

Receipt Key Dist Parcel/V.I.N.	1st Tax 2nd Due	Interest Due	Drainage INT Due	Cost Total	Due
2016/2017-90-56184-01	445.00	434.00		5.00	
340- 340011014930000					884.00
S 15TH CENTERVILLE - CENTERVILLE NUISANCE					
2016/2017-90-56231-01	151.00	147.00		5.00	
340- 340011014930000					303.00
S 15TH CENTERVILLE - CENTERVILLE NUISANCE					
2015/2016-10-16409-01	40.00	46.00			
340- 340011014930000	40.00	43.00			169.00
S 15TH CENTERVILLE					
2014/2015-10-16461-01	41.00	55.00			
340- 340011014930000	41.00	51.00			188.00
S 15TH CENTERVILLE					
2013/2014-10-16419-01	38.00	58.00			
340- 340011014930000	38.00	54.00			188.00
S 15TH CENTERVILLE					
2012/2013-10-16352-01	35.00	59.00			
340- 340011014930000	35.00	56.00			185.00
S 15TH CENTERVILLE					

Spec-3,525.00 Real-788.00

Acre: .00

Tax Due:	4,313.00
Interest Due:	2,340.00
Drainage Interest Due:	
Cost/Admin. Due:	51.00

Grand Total Due:	6,704.00
Total Consolidated Tax:	6,704.00



201 N 12th Street  
Centerville, IA 52544

E-mail: jdavis@appanoosecounty.net

Phone: (641) 856-3097

\* \* \* \* \* Statement of Redemption from Tax Sale \* \* \* \* \*

Tax District: 340 CENTERVILLE CENTERVILLE

Entity: 9144500 Wood, Thomas

Legal Description:

340011014930000 STR 001-068-018 COM AT PT 14' S & 150' W SE COR LOT 21 HANSON & VENELL'S 2ND ADD S 122.1' W

Sold on the date of June 18, 2012, to: APPANOOSE County  
for the sum of \$ 94.00 being the delinquent tax of the payable years:  
2010/2011, 2011/2012

		4.00%	9.00%	2.00%	
	<u>Principal</u>	<u>Interest</u>	<u>Interest / Days</u>	<u>Interest / Month</u>	<u>Total</u>
06/18/2012	94.00			227.00 121	321.00

Misc. Fees:  
Sheriff Fees:  
Cst/Adm Publishing:  
Redemption Fee:  
Total: 321.00

This statement is computed thru the end of June, 2022 only.  
If not paid at this time, further interest and cost will accrue. Subsequent taxes could also be added to this statement total with additional interest.

# STATEMENT OF TAXES

Appanoose County Treasurer

201 N 12th ST

Centerville, Iowa 52544

Phone 641-856-3097

jdavis@appanoosecounty.net

Page- 1

Date 06/03/2022

Entity#: 5493000

Name: Mc Mains, Phil L.

Address: 13140 Paradise Lane

City: Biloxi, MS 39532

Statement amounts reflect calculation through end of 6/2022

Receipt Key	1st Tax	Interest	Drainage	Cost		
Dist Parcel/V.I.N.	2nd Due	Due	INT Due		Total	Due
2021/2022-10-20000-01	18.00	2.00		4.00		
380- 380053008620000	18.00	1.00			43.00	
E 1ST MOULTON						
2020/2021-10-19877-01	18.00	6.00		4.00		
380- 380053008620000	18.00	4.00			50.00	
E 1ST MOULTON						
2019/2020-10-19775-01	20.00	9.00				
380- 380053008620000	20.00	7.00			56.00	
E 1ST MOULTON						
2018/2019-10-19700-01	19.00	12.00				
380- 380053008620000	19.00	10.00			60.00	
E 1ST MOULTON						
2016/2017-10-19657-01	17.00	17.00				
380- 380053008620000	17.00	15.00			66.00	
E 1ST MOULTON						
2015/2016-10-19657-01	20.00	23.00				
380- 380053008620000	20.00	21.00			84.00	
E 1ST MOULTON						
2014/2015-10-19633-01	19.00	25.00				
380- 380053008620000	19.00	24.00			87.00	
E 1ST MOULTON						
2013/2014-10-19593-01	18.00	27.00				
380- 380053008620000	18.00	26.00			89.00	
E 1ST MOULTON						
2012/2013-10-19534-01	19.00	32.00				
380- 380053008620000	19.00	30.00			100.00	
E 1ST MOULTON						

# STATEMENT OF TAXES

Appanoose County Treasurer

Page- 2

201 N 12th ST

Centerville, Iowa 52544

Phone 641-856-3097

jdavis@appanoosecounty.net

Date 06/03/2022

Entity#:

Name: Mc Mains, Phil L.

Address: 13140 Paradise Lane

City: Biloxi, MS 39532

Statement amounts reflect calculation through end of 6/2022

Receipt Key	1st Tax	Interest	Drainage	Cost		
Dist Parcel/V.I.N.	2nd Due	Due	INT Due		Total	Due

Acre: .00

Tax Due:	336.00
Interest Due:	291.00
Drainage Interest Due:	
Cost/Admin. Due:	8.00
Grand Total Due:	635.00
Total Consolidated Tax:	635.00

201 N 12th Street  
Centerville, IA 52544

E-mail: jdavis@appanoosecounty.net

Phone: (641) 856-3097

\* \* \* \* \* Statement of Redemption from Tax Sale \* \* \* \* \*

Tax District: 380 MOULTON MOULTON-UDELL

Entity: 5493000 Mc Mains, Phil L.  
13140 Paradise Lane  
Biloxi, MS 39532

Legal Description:

380053008620000 STR 023-068-016 COM 165' E OF NW COR NE NW S 374 1/2' E 80' N 374 1/2' W TO BEG

Sold on the date of June 18, 2012, to: APPANOOSE County  
for the sum of \$ 592.00 being the delinquent tax of the payable years:  
2010/2011

	<u>Principal</u>	<u>Interest</u>	<u>Interest / Days</u>	<u>Interest / Month</u>	<u>Total</u>
06/18/2012	592.00			1,433.00 121	2,025.00

Misc. Fees:	13.54
Sheriff Fees:	
Cst/Adm Publishing:	23.07
Redemption Fee:	
Total:	2,061.61

This statement is computed thru the end of June, 2022 only.

If not paid at this time, further interest and cost will accrue. Subsequent taxes could also be added to this statement total with additional interest.



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 2023**

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 2023 ADLM EMA budget reflecting a 4.5% wage increase:

Mike Lamb Coordinator//Director \$51,182.21 yearly salary. (Employee #11)

Mike Bogle Deputy Coordinator \$15.37 per hour. (Employee #14)

Effective 07/01/2022 to 06/30/2023

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

Gary D. Anderson  
Gary Anderson (Chair)  
ADLM Emergency Management Agency

2/17/2022  
Date

**TEDDY WALKER**  
Recorder

**MAEGAN MESSAMAKER**  
Deputy

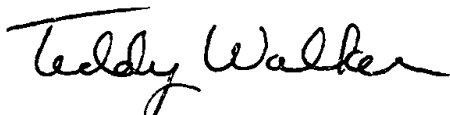
Office of  
***APPANOOSE COUNTY RECORDER***  
c/o Courthouse  
201 N. 12th Street  
Centerville, Iowa 52544

April 4, 2022

Appanoose County Board of Supervisors  
201 N. 12<sup>th</sup> Street  
Centerville, Iowa 52544

The following salaries are for the Appanoose County Recorder's Office  
for the fiscal year July 1, 2022 thru June 30, 2023.

Teddy Walker Recorder	\$66470.76
Maegan Messamaker Deputy Recorder	\$54506.02
Partime help	\$15.00 per hour



Teddy Walker

Appanoose County Recorder



**Office of  
APPANOOSE COUNTY SHERIFF**



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

March 31, 2022

Appanoose County Auditor  
Appanoose County Courthouse  
Centerville, Iowa 52544

Dear Kelly:

I hereby certify the attached listed salaries and hourly rates effective July 1, 2022 for employees with the Sheriff's Office as listed.

Please note that the attached listed salaries reflect the salaries and hourly rates effective July 1, 2022. There will be changes to salaries and hourly rates throughout the 2022/2023 fiscal year and I have made a notation with the employees that will be getting a pay increase in FY 2022/2023.

I have also included the fund number for each of the employees.

If you have any questions please contact me.

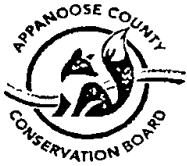
Sincerely,

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

Gary D. Anderson  
Sheriff

Name	Title	Salary	Fund	Notation
Gary D. Anderson	Sheriff	\$95,116.87	01000-01060-100-05	General Basic
Jonathon Printy	Chief Deputy	\$80,849.34	01000-01000-100-05	General Basic
Lonny Floen	Deputy Sheriff	\$76,093.50	01000-01000-100-05	General Basic
Jordan Harvey	Deputy Sheriff	\$76,093.50	01000-01000-100-05	General Basic
Gary Buckallew	Deputy Sheriff	\$76,093.50	01000-01000-100-05	General Basic
Robert Houser	Deputy Sheriff	\$76,093.50	01000-01000-100-05	General Basic
Rachel Lawrence	Deputy Sheriff	\$76,093.50	01000-01000-100-05	General Basic
Chase Chidester	Deputy Sheriff	\$66,581.81 *	11000-01000-100-05	Rural Services
Anthony Salato	Deputy Sheriff	\$61,825.97 *	11000-01000-100-05	Rural Services
Casara Willey	Deputy Sheriff	\$61,825.97 *	11000-01000-100-05	Rural Services
	Deputy Sheriff	\$30.00 per hour	11000-01030-100-05	Lake
Charlotte Kirby	Admin. Assistant	\$29.84 per hour	01000-01060-100-05	General Basic
Nancy Wright	Admin. Assistant	\$29.84 per hour	01000-01060-100-05	General Basic
Mitchell Cairns	Jail Administrator	\$33.30 per hour	01000-0105-100-05-100	General Basic
Alyssa Cowan	Jailer	\$29.84 per hour	01000-0105-100-05-100	General Basic
Marilyn Wood	Jailer	\$27.86 per hour *	01000-0105-100-05-100	General Basic
Kristin Wood	Jailer	\$21.36 per hour *	01000-0105-100-05-100	General Basic
Tim Swan (Part Time)	Jailer	\$29.84 per hour	01000-0105-100-05-100	General Basic
Vacant	Jailer	\$29.84 per hour	01000-0105-100-05-100	General Basic
Vacant	Jailer	\$29.84 per hour	01000-0105-100-05-100	General Basic
Transport Officer		\$29.84 per hour		
		<b>* Raises will be submitted</b>		





25100 - 520<sup>th</sup> Street  
Centerville, IA 52544  
(641)856-8528

# Appanoose County Conservation Board

## Salary Certifications FY 2022-2023

Joe Burg	Executive Director FT	\$50,600.00	01000-06100-100-22
Hannah Wiltamuth	Naturalist FT	\$44,880.00	01000-06110-100-22
Austin Hoffman	Park Technician FT	\$39,600.00	01000-06110-100-22
	Temporary Employee	\$13.00 / Hr	01000-06110-101-22

*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*  
*Coordinator of Disability*  
*Service*  
*Stephanie Koch*

2209 East Jackson  
CENTERVILLE 52544  
Phone (641) 856-2085  
Fax (641) 856-84007  
Stephanie.koch@scbhr.net

March 31,2022

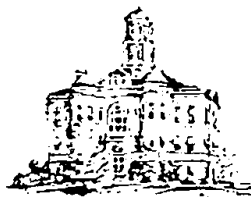
Appanoose County Board of Supervisors  
201 N 12<sup>th</sup> St.  
Centerville, IA 52544

RE: FY2022-2023 Salary Certifications

Stephanie Koch Coordinator of Disability Services	62,258.00	06000-09040-100-60
---------------------------------------------------	-----------	--------------------

Regards,

Stephanie Koch  
Appanoose County Coordinator of Disability Services



**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

March 30<sup>th</sup>, 2022

Appanoose County Board of Supervisors  
201 N. 12<sup>th</sup> Street  
Centerville, IA 52544

RE: Appanoose County Public Health: 2022 - 2023 Annual Salary Certifications

Jerilyn Lasley – \$19.53 per hour

Rebecca Pfannebecker – \$32.17 per hour

Kristopher Laurson – \$72,156 per year

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

Respectfully,

Kristopher L. Laurson  
Administrator  
Appanoose County Public Health



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

Subj: FY23 Salary Certifications  
To: Appanoose County Board of Supervisors  
From: Commissioners & Director  
Appanoose County Veterans Affairs  
Date: 3/30/2022

Ron Burger, Commissioner	\$60.00 per meeting payable at 6 months \$720.00
01000 03200 121 21	
Pete Schwaner, Commissioner	\$60.00 per meeting payable at 6 months \$720.00
01000 03200 121 21	
Annette Harvey, Commissioner	\$60.00 per meeting payable at 6 months \$720.00
01000 03200 121 21	
David Gee, Director	\$22,979.00 48 hours/bi-weekly = \$18.41/hour
01000 03200 100 21	

David Gee-Director  
Appanoose County Veterans Affairs

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

March 25, 2022

Appanoose County Board of Supervisors  
201 N 12<sup>th</sup> St.  
Centerville, IA 52544

RE: FY2022-2023 Salary Certifications

Kelly Howard, Auditor	\$68,239.32	01000-09010-100-02
Kari Smith, Deputy Auditor (80%)	\$54,591.45	01000-09010-100-02
Jewell Cohrs, Deputy Auditor (70%)	\$47,767.52	02000-08000-100-02
Meggie Blozovich (60%)	\$40,943.59	02000-08000-100-02
Dennis Beeson – Elections	\$ 300.00	02000-08000-101-02
Dennis Beeson, Custodian	\$18.15/hour	01000-09100-100-51 02000-09100-100-51
Paula Stickler, Part-time Custodian	\$15.68/hour	01000-09100-101-51
Linda Demry, Chairperson	\$33,339.36 + \$500 chair stipend	01000-09000-100-01
Mark McGill, Boardmember	\$33,339.36	01000-09000-100-01
Jeff Kulmatycki, Boardmember	\$33,339.36	01000-09000-100-01
Jon Foster, GIS/IT	\$20,000.00	01000-09120-100-52

Regards,



Kelly Howard  
Appanoose County Auditor



***Appanoose County Treasurers Office***

*Janet Davis, Treasurer*

*Courthouse*

*201 North 12<sup>th</sup> St*

*Centerville, IA 52544*

*Phone: 641-856-3097*

*Fax: 641-856-8104*

*Email: [jdavis@appanoosecounty.net](mailto:jdavis@appanoosecounty.net)*

*March 25, 2022*

***TO: APPANOOSE COUNTY BOARD OF SUPERVISORS***

***RE: 2022/2023 Salary Certifications***

*Salaries in the Office of the Appanoose County Treasurer for the FY 2022/2023 are certified as follows:*

<i>Janet Davis, Treasurer</i>	<i>\$66,470.76</i>
<i>Acct. # 01000-09020-100-03</i>	

<i>Michelle Gray, Deputy Treasurer (81%)</i>	<i>\$53,841.32</i>
<i>Acct. # 01000-08100-100-03-750</i>	

<i>Jennifer Salstrand, Deputy Treasurer (81%)</i>	<i>\$53,841.32</i>
<i>Acct. # 01000-08100-100-03</i>	

<i>Marla Smith, Deputy Treasurer (66%)</i>	<i>\$43,870.70</i>
<i>Acct. # 01000-09020-100-03</i>	

<i>Michelle Baldwin, Deputy Treasurer (67%)</i>	<i>\$44,535.41</i>
<i>Acct. # 01000-09020-100-03</i>	

<i>Cynthia Bartels, Deputy Treasurer (74%)</i>	<i>\$49,188.36</i>
<i>Acct. # 01000-08100-100-03</i>	

*Janet Davis,  
Appanoose Co. Treasurer*

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



APPANOOSE COUNTY  
COURTHOUSE  
Centerville, Iowa 52544

## APPANOOSE COUNTY ATTORNEY

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

March 25, 2022

Dear Ms. Howard:

This letter serves as your authorization for payment of salaries as follows, effective July 1, 2022:

Susan Cole (100):	\$114,055.90
Robin Thomas (100):	\$54,760.11
Alan Wilson (101):	\$40,000.00

Please note Alan Wilson should be paid a part-time salary; he is not paid hourly, or pursuant to a 20-hour work week.

Sincerely,

Susan C. Cole

# APPANOOSE COUNTY ASSESSOR'S OFFICE

*Mike R. Barth, Assessor*

*201 N 12<sup>th</sup> St*

*Centerville, IA 52544*

*Phone 641-437-4529*

*Fax 641-856-3062*

*e-mail [mbarth@appanoosecounty.net](mailto:mbarth@appanoosecounty.net)*

March 25, 2022

Appanoose County Board of Supervisors  
201 N 12<sup>th</sup> St.  
Centerville, IA 52544

RE: FY2022-2023 Salary Certifications

## **SALARIES 2022/2023**

Mike Barth	Assessor	\$79,187
Evan Knorr	Deputy	\$57,296
Beth Burgin	Office Manager	\$42,972
Part-time		\$12.00 per hour
Board Of Review		\$17.00 per hour

Michael Barth  
Appanoose County Assessor



***Appanoose County General Assistance Office***

JACK MALETTA, Director  
641-856-7431  
209 East Jackson Street -:- P. O. Box 271  
Centerville, Iowa 52544

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March 17, 2022

Appanoose County Board of Supervisors  
201 N 12<sup>th</sup> St  
Centerville, IA 52544

RE: FY2022-2023 Salary Certifications

Jack Maletta, General Assistance Director                      \$15.40/hour    01000-03110-100-25

Sincerely,



Jack Maletta  
Director

*Appanoose County Zoning Administrator*

**Beth Burgin**

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

March 28, 2022

Appanoose County Board of Supervisors  
201 N 12<sup>th</sup> St.  
Centerville, IA 52544

RE: FY2022-2023 Salary Certification

Elizabeth Burgin (Appanoose County Zoning) \$6,656 — 11000-06300-<sup>100</sup>~~280~~-99

Thank you,




*Beth Burgin*

*Appanoose County Zoning Administrator*

# **NON-UNION FY2023 SALARY CERTIFICATIONS**

The following non-Union salaries will be effective July 1, 2022:

	FY2022	INCREASE	FY2023	BI-WEEKLY	
Roger Dyke	\$ 70,750.00	10.00%	\$ 77,825.00	\$ 2,981.80	20000-07000-100-20
Makenzie <sup>Milani</sup> McGoy	\$ 60,583.94	10.00%	\$ 66,642.33	\$ 2,553.35	20000-07010-100-20
Nathan Shilling	\$ 60,583.94	10.00%	\$ 66,642.33	\$ 2,553.35	20000-07010-100-20
Bradley Skinner	\$118,000.00	TBD by contract	??	??	20000-07000-100-20
		7%	126,260.00	4,837.66	

  
 Brad Skinner, PE/LS  
 Appanoose County Engineer

rdw

# EMPLOYEE WAGE INFORMATION 07-01-22 TO 06-30-23

This is to certify the following salaries and pay rates for the fiscal year July 1, 2022 to June 30, 2023.

ID NO	NAME	CLASS	WAGE RATE	LGVT	BASE RATE	OVERTIME RATE
1000	Beeson, Dennis	Janitor	\$ 18.15			
629	Ballanger, Lincoln	Laborer	\$ 24.37	0.00	\$ 24.37	36.555
631	Barbaglia, Billy	Crew Frmn	\$ 25.61	0.00	\$ 25.61	38.415
635	Brown, Mark	Mtr Grdr Opr	\$ 25.14	0.10	\$ 25.04	37.710
633	Brown, Marty	Trk Driver	\$ 24.72	0.00	\$ 24.72	37.080
636	Burkland, Ricky	Mtr Grdr Opr	\$ 25.09	0.05	\$ 25.04	37.635
652	Clark, Chad	Mtr Grdr Opr	\$ 25.09	0.05	\$ 25.04	37.635
688	Duley, John	Laborer/Weed	\$ 24.62	0.00	\$ 24.62	36.930
680	Dyke, Roger	Road Sup'r	\$ 77,825.00	\$ 37.27		
693	Ewing, Derek	Mtr Grdr Opr	\$ 25.04	0.00	\$ 25.04	37.560
727	Howington, Billy	Sign Spec	\$ 24.81	0.00	\$ 24.81	37.215
732	Jackson, Dennis	Trk Driver	\$ 24.82	0.10	\$ 24.72	37.230
745	McDonald, Matthew	Temp FT Intern	\$ 20.00		\$ 20.00	30.000
762	McGrann, Tamie	Mtr Grdr Opr	\$ 25.09	0.05	\$ 25.04	37.635
766	Micelich, Mark	Laborer	\$ 24.37	0.00	\$ 24.37	36.555
752	Milani, MacKenzie	Asst to Engr	\$ 66,642.33	\$ 31.92		
803	Oden, Shawn	Eqp Opr	\$ 25.23	\$ 0.19	\$ 25.04	37.845
846	Shilling, Nathan	Asst to Engr	\$ 66,642.33	\$ 31.92		
854	Skinner, Brad	Engineer	\$ 126,260.00	\$ 60.47		
856	Smith, Darrick	Mtr Grdr Opr	\$ 25.04	0.00	\$ 25.04	37.560
858	Smith, Kevin	Clvt Frmn	\$ 26.05	0.44	\$ 25.61	39.075
869	Steen, Matthew	Laborer	\$ 24.37	0.00	\$ 24.37	36.555
890	Van Donselaar, Dylan	Shop Foreman	\$ 25.91	0.00	\$ 25.91	38.865
915	Wagner, Tim	Mtr Grdr Opr	\$ 25.04	0.00	\$ 25.04	37.560
918	Wendland, Nicholas	Laborer	\$ 24.37	0.00	\$ 24.37	36.555
930	Wilson, Rhea	Office Mgr	\$ 25.56	0.52	\$ 25.04	38.340
935	Young, Ryan	Eqp Opr	\$ 25.04	0.00	\$ 25.04	37.560

5/24/22

hourly rates based 261 work days divided by 8 hours

longevity per union contract

## APPROPRIATIONS RESOLUTION

NO. 2022-13

Whereas, it is desired to make 100% appropriations for each of the different officers and departments for the fiscal year beginning July 1, 2022 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# &amp; Name</u>	<u>\$ Amount</u>	<u>Dept# &amp; Name</u>	<u>\$ Amount</u>
01-Brd of Supervisors	208,064	02-Auditor	382,704
03-Treasurer	465,170	04-County Attorney	282,460
05-Sheriff	2,715,206	07-Recorder	183,421
08-Assessor	341,874	20-Secondary Roads	4,718,529
21-Veterans Affairs	65,243	22-Conservation	305,571
23-Public Health	267,706	24-Weed Commissioner	3,250
25-Social Services	84,298	28-Medical Examiner	65,000
31-District Court	83,500	33-County Library	24,050
36-EMS Income Surtax	95,000	51-Courthouse	454,891
52-Data Processing	104,918	56-ADLM Empowerment	707,100
57-E911	342,900	58-Emergency Management	195,945
60-Mental Health	105,666	61-Juvenile Probation	40,000
99-Zoning	44,000	99-Non-departmental	6,013,481

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, 2022.

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 of money for any purpose in excess of the amounts appropriated pursuant to this resolution.

Section 4. If at any time during the 2022-2023 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 2022-2023 budget year.

Section 6. All appropriations authorized pursuant to this resolution lapse at the close of business June 30, 2023.

The above and foregoing resolution was adopted by the Board of Supervisors of Appanoose County, Iowa on June 6, 2022, the vote thereon being as follows:

AYES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Chairman, Board of Supervisors

NAYS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attest:

\_\_\_\_\_

Kelly Howard, Appanoose County Auditor

OFFICE OF  
**COUNTY ENGINEER**

APPANOOSE COUNTY

CENTERVILLE IA 52544  
641/856-6193

TO: Appanoose County Board of Supervisors  
FROM: Brad Skinner, PE/LS  
RE: Hiring of Laborer  
DATE: May 23, 2022

The following employee is being hired as Laborer:

Employee Name: Lincoln R Ballanger  
DOB: Jan 16, 1992  
New Title: Laborer  
Pay Rate/Union: \$22.99  
Telephone: 641-895-0936  
Effective Date: May 31, 2022

*Thanks,*

*Brad Skinner, PE/LS*

OFFICE OF  
**APPANOOSE COUNTY ENGINEER**  
1200 HWY 2 WEST  
CENTERVILLE IA 52544

(P) 641/856-6193

(F) 641/437-4665

**MEMO**

TO: Appanoose County Board of Supervisors  
FROM: Brad Skinner, County Engineer  
RE: Position Change of William Howington  
DATE: May 23, 2022

Effective May 23, 2022 William Howington's position will change to Sign Specialist. Pertinent information is as follows:

NAME: William Howington  
POSITION: Sign Specialist  
BASE WAGE: \$23.41/hour  
DOB: 12/15/1997  
ANN DATE: 07/06/2021

If you have any questions, please let me know.

Brad Skinner, PE/LS  
County Engineer



**BRIDGE EMBARGO  
RESOLUTION 2022-14**

WHEREAS: The Board of Supervisors is empowered under authority of Sections 321.236 Sub. (8), 321.255 and 321.471 to 321.473 to prohibit the operation of vehicles or impose limitations as to the weight thereof on designated highways or highway structures under their jurisdiction, and

WHEREAS: the County Engineer has completed (or has caused to be completed) the Structure Inventory and Appraisal of certain county bridges, in accordance with the National Bridge Inspection Standards and has determined (or it has been determined) that they are inadequate for two-lane legal loads at allowable operating stress.

NOW, THEREFORE, BE IT RESOLVED by the Appanoose County Board of Supervisors that in addition to any previously established restrictions established by this Board, that vehicle and load limits be established, that signs be erected advising of the permissible maximum weights thereof on the bridges listed, that a violation of the ordinance is punishable by fine as set forth in Iowa Code section 321.471(2)(b), and that said limitations remain in place until the County Engineer certifies (or has caused to be certified) that said limitations have been resolved, as follows:

<b>FHWA</b>	<b>Bridge ID</b>	<b>Location T-R-Sec</b>	<b>Type 4</b>	<b>Type 3S3</b>	<b>Type 3-3</b>	<b>Features Crossed</b>
065790	060377	70-16-03	28	40	40	N BRANCH SOAP CREEK
065990	063155	70-16-31	25	40	40	SOAP CREEK
066170	083682	70-18-36	23	29	29	BUCK BRANCH
362130	093040	70-19-30	28	40	40	STREAM
063430	760300	67-16-03	6			STREAM
063440	760406	67-16-04	15	25	24	INDIAN CREEK
063500	760973	67-16-09	20			LONG BRANCH
063650	762120	67-16-21	28	40	40	STREAM
063791	771954	67-17-19	26	40	40	STREAM
063841	781670	67-18-16	15	20	20	STREAM
063900	782392	67-18-23	20	34	34	STREAM
063910	790590	67-19-05	26	40	40	STREAM
063920	790610	67-19-06	16	25	24	STREAM
064041	792097	67-19-20	6			UNNAMED STREAM
064060	860105	68-16-01	28	40	40	FOX CREEK
064260	863458	68-16-34	7			INDIAN CREEK

CLOSED TO TRAFFIC						
FHWA	Bridge ID	Location T-R-Sec	Type 4	Type 3S3	Type 3-3	Features Crossed
064611	882004	68-18-20	0			SHOAL CREEK
064810	891054	68-19-10	0			COAL CREEK
603380	992758	69-19-27	0			WOLF BRANCH CREEK

Passed and Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022

Chairman, Board of Supervisors \_\_\_\_\_

ATTEST: County Auditor \_\_\_\_\_

**BRIDGE EMBARGO  
RESOLUTION 2022-14**

WHEREAS: The Board of Supervisors is empowered under authority of Sections 321.236 Sub. (8), 321.255 and 321.471 to 321.473 to prohibit the operation of vehicles or impose limitations as to the weight thereof on designated highways or highway structures under their jurisdiction, and

WHEREAS: the County Engineer has completed (or has caused to be completed) the Structure Inventory and Appraisal of certain county bridges, in accordance with the National Bridge Inspection Standards and has determined (or it has been determined) that they are inadequate for two-lane legal loads at allowable operating stress.

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<b>FHWA</b>	<b>Bridge ID</b>	<b>Location T-R-Sec</b>	<b>Type 4</b>	<b>Type 3S3</b>	<b>Type 3-3</b>	<b>Features Crossed</b>
065790	060377	70-16-03	28	40	40	N BRANCH SOAP CREEK
065990	063155	70-16-31	25	40	40	SOAP CREEK
066170	083682	70-18-36	23	29	29	BUCK BRANCH
362130	093040	70-19-30	28	40	40	STREAM
063430	760300	67-16-03	6			STREAM
063440	760406	67-16-04	15	25	24	INDIAN CREEK
063500	760973	67-16-09	20			LONG BRANCH
063650	762120	67-16-21	28	40	40	STREAM
063791	771954	67-17-19	26	40	40	STREAM
063841	781670	67-18-16	15	20	20	STREAM
063900	782392	67-18-23	20	34	34	STREAM
063910	790590	67-19-05	26	40	40	STREAM
063920	790610	67-19-06	16	25	24	STREAM
064041	792097	67-19-20	6			UNNAMED STREAM
064060	860105	68-16-01	28	40	40	FOX CREEK
064260	863458	68-16-34	7			INDIAN CREEK

064370	871104	68-17-04	25	40	40	STREAM
064390	871392	68-17-13	27	40	40	STREAM
064450	872699	68-17-26	26	40	40	CHARITON RIVER
064560	880337	68-18-03	20	32	35	STREAM
064570	880706	68-18-07	25	40	40	COOPER CREEK
064580	880901	68-18-09	28	40	40	COOPER CREEK
064691	882560	68-18-25	19	28	39	STREAM
064800	891007	68-19-10	18	27	32	COOPER CREEK
064880	892253	68-19-22	13	21	23	STREAM
064911	892909	68-19-29	22	29	29	STREAM
064930	892750	68-19-27	25	40	40	KIRKENDALL CREEK
064965	893006	68-19-30	28	40	40	UNNAMED STREAM
064971	893107	68-19-31	25	40	40	SMALL STREAM
065000	961067	69-16-10	20			STREAM
065070	962305	69-16-23	10	15	15	STREAM
065110	963403	69-16-34	26	38	40	STREAM
065125	963508	69-16-35	23	27	37	UNNAMED STREAM
065151	970664	69-17-06	30			STREAM
065281	972662	69-17-26	13	23	23	STREAM
065450	981405	69-18-05	25	40	39	WALNUT CREEK
065500	982014	69-18-14	22	35	35	SMALL STREAM
065731	992502	69-19-25	6			WALNUT CREEK
065760	993206	69-19-32	10			WALNUT CREEK
065770	993274	69-19-32	28	40	40	WALNUT CREEK

#### OTHER STRUCTURES

FHWA	Bridge ID	Location T-R-Sec	Type 4	Type 3S3	Type 3-3	Features Crossed
NA	073012	70-17-30	6			RAILROAD

#### LIMITED TO ONE LANE

FHWA	Bridge ID	Location T-R-Sec	Type 4	Type 3S3	Type 3-3	Features Crossed
065931	062704	70-16-27				SOAP CREEK
065961	072591	70-17-25				SMALL STREAM
066271	093030	71-19-30				STREAM
603550	761305	67-16-13	21	31	31	SMALL STREAM
063710	770229	70-17-02				PACKARD CREEK
363640	892565	68-19-25				STREAM
064961	893005	68-19-30				STREAM
065140	970535	69-17-05				STREAM
065291	972641	69-17-26				STREAM
065661	991305	69-19-13				WALNUT CREEK

CLOSED TO TRAFFIC						
FHWA	Bridge ID	Location T-R-Sec	Type 4	Type 3S3	Type 3-3	Features Crossed
064611	882004	68-18-20	0			SHOAL CREEK
064810	891054	68-19-10	0			COAL CREEK
603380	992758	69-19-27	0			WOLF BRANCH CREEK

Passed and Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022

Chairman, Board of Supervisors \_\_\_\_\_

ATTEST: County Auditor \_\_\_\_\_