

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

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

Meeting Agenda
October 3, 2022

The Appanoose County Board of Supervisors will meet Monday, October 3, 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 September 19, 2022 meeting
4. Approve reports (9/30 payroll, Sharon, Udell & Washington Township Financials & August Prisoner Room & Board)
5. Approve bills
6. Susan Cole: ARPA Funding request
7. Mike Mathes: Economic Development Report
8. Chariton Valley Regional Housing Trust Fund
9. Ronda Lamb: Medical Examiner
10. Approve Agreement with Natel
11. Accept Preliminary Plat Hefner Subdivision
12. Approve Memorandum of Agreement with DOT
13. Approve FY2022 Cost Allocation Plan
14. FYI MMP: Parks Finishing C8 LLC #67550 (no changes)
15. Approve Resolution #2022-22: On-Call Election Worker Pay
16. Approve CY2023 Auxiant Renewal Fees
17. Set Public Hearing FY2023 County Budget Amendment
18. John Hansen: Appanoose County Law Center (project progress update, review and approve change orders, review and approve pay request, discussions, and any necessary action)
19. County Engineer Report
 - a. Approve Detour Agreement with IDOT
 - b. Discuss 100th Ave Upgrade, Roadside Management, and Antler Acres Pavement
20. Public Comments
21. Adjourn

Posted 9/28/2022

September 19, 2022

Appanoose County Board of Supervisors met in regular session September 19, 2022 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Linda Demry, Chairperson, Mark McGill, and Jeff Kulmatycki Boardmembers. Absent: none.

The meeting started with the pledge.

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

McGill motioned to approve the minutes from the September 6, 2022 meeting. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve 9/16 payroll, Independence, Lincoln, Pleasant & Union Township Financials. Seconded by Kulmatycki. All voted aye.

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

Access Sys	Typing-Print.-Bind.Serv.	142.97
Agriland FS	Engineering Services	37367.83
Albia Newspapers	Typing-Print.-Bind.Serv.	958.73
Alliant	Electric Light & Power	5201.40
App Co Bd Supvrs	Contrib. & Purchase Serv	4478.49
Sec Rds	Mileage & Transp. Expense	6158.73
Serv Agency	Salary-Regular Employees	3327.04
App Co Treas	Off. Supplies & Forms	390.12
App Comm Care	Homemaker-Home Health Aid	4699.38
Atomic Pest Control	Building Repair & Maintce	75.00
Binns & Stevens	Engineering Services	206.04
Bloomfield Rent-All	Engineering Services	285.00
Bob Barker	Jail Equip. & Furniture	967.58
Bratz Oil	Vehicle Repair & Maintce	832.30
C-D Supply	Off. Supplies & Forms	72.76
Calhoun Burns	Engineering Services	15641.50
Cantera Aggregates	Engineering Services	56784.51
Capital One	Jail Equip. & Furniture	193.86
Capital Sanitary Supply	Off. Supplies & Forms	29.38
Card Services	Park Maint. & Supplies	446.64
CarQuest	Park Maint. & Supplies	2488.07
Carroll Construction Supply	Engineering Services	123.15
Cville Iron	Engineering Services	46.91
Cville Wtrwks	Water & Sewer	253.99
C'ville Produce & Feed	Park Maint. & Supplies	376.10
Central IA Det	Juvenile Detention & Shel	1219.87
Central IA Fasteners	Engineering Services	90.35
Centurylink	E911 Telephone Expense	33.95
Chariton Valley Elec	Electric Light & Power	372.40
Chariton Valley Pl	Off. Supplies & Forms	4272.59
Charm-Tex, Inc	Jail Equip. & Furniture	1174.70
City Cville	Salary-Regular Employees	6180.46
Clark's Auto Rpr	Engineering Services	222.75
CocoBeen Reptiles	Park Maint. & Supplies	150.00
Dave's Tire Shop	Engineering Services	418.00
Davis Co Sheriff	Medical & Health Services	11668.61
Eastern IA Tire	Engineering Services	690.44
Erman Corp	Bridges & Culverts	28600.00
Brian Felton	Rent Payments	450.00
Finish Line	Fuels	61.29
Chancie Fitzwater	Rent Payments	300.00

Fogle TV	Custodial Supplies	312.14
Forbes Office Solns	Off. Supplies & Forms	46.85
Galls	Uniforms	32.23
Garden Spot	Uniforms	302.67
GILBARCO VEEDER-ROOT	Engineering Services	846.00
GreatAmerica	Off. Equip Repair & Maint	201.73
PJ Greufe	Health Insurance	1500.00
Hamilton Produce	Engineering Services	43.68
Hills San	Building Perm. Improvemnt	768.00
A Hoffman	Uniforms	170.00
Holm's Radiator	Engineering Services	598.33
Hy-Vee	Medical & Health Services	3652.36
IACCVSO	Contract Services	180.00
Inland Truck Parts	Engineering Services	169.88
IA Outdoors	Dues & Memberships	15.00
IA Sec State	Voter Registration Serv.	1551.03
J & J Ready Mix	Engineering Services	618.75
J&K Rentals	Rent Payments	350.00
Jim Hawk Truck	Engineering Services	887.46
John Deere	Engineering Services	1582.94
Joiner Constr	Building Perm. Improvemnt	7565.75
Kids World	Community Support Program	672.00
Kimball	Engineering Services	194.04
R Lamb	Mileage & Transp. Expense	609.00
Lange FH	Mileage & Transp. Expense	980.00
K Laurson	Educational & Train.Serv.	195.41
Lee Co Hlth	Community Support Program	454.31
LexisNexis	Dues & Memberships	100.00
Lockridge	Engineering Services	819.36
Mail Serv	Postage & Mailing	5216.04
P Messersmith	Educational & Train.Serv.	899.06
Metal Culverts	Bridge & Culvert Maint.	22195.50
Midwest Construction	Building Perm. Improvemnt	20594.17
Midwest Storage Solns	Building Perm. Improvemnt	69567.57
Midwest Wheel	Engineering Services	1731.06
MMIT	Off. Equip Repair & Maint	98.84
Monroe Pub Hlth	Community Support Program	7504.41
Natel	Telephone & Telegr.Serv.	55.00
Noah Detention Const	Building Perm. Improvemnt	96455.40
Notary Rotary	Off. Supplies & Forms	121.50
Nyhart Co	Acct.-Audit.-Cler.Serv.	1925.00
O'Halloran Int'l	Engineering Services	2575.30
O'Reilly	Engineering Services	487.02
Official Pest Control	Extermination Services	120.00
Orchard Pl	Community Support Program	2339.14
Ottumwa Printing	Off. Supplies & Forms	411.58
R Pfannebecker	Mileage & Transp. Expense	196.14
Plastic Recycling	Park Land Acq. & Dev.	4482.00
Pomp's Tire Service	Engineering Services	13057.74
Proctor Corp	Building Perm. Improvemnt	3091.87
Prof Computer	Off. Equip Repair & Maint	31.95
Quill	Off. Supplies & Forms	297.87
RACOM	E911 Other Capital Expens	1250.00
Rainbo Oil	Engineering Services	4641.63
RASWC	Engineering Services	8.00
RRWA	Engineering Services	54.00
RICOH	Off. Supplies & Forms	12.84

G Roefer	Medical & Health Services	200.00
Royal Toilets	Building Perm. Improvemnt	257.04
S.G. Construction	Engineering Services	191328.20
SCICAP	Community Support Program	32049.54
Seymour Tire	Engineering Services	437.30
Sign Solutions	Engineering Services	1257.00
Sinclair NAPA	Engineering Services	1589.72
Sinclair Tractor	Park Maint. & Supplies	599.15
Smith Fertilizer	Engineering Services	240.00
Snap-On Tools	Engineering Services	75.75
So IA Heat, Cool, & Plumb	Off. Equip Repair & Maint	218.00
Superior Cable & Data	Building Perm. Improvemnt	521.49
Taxidermy by Shep Brown	Park Maint. & Supplies	210.00
Tony's Plumbing & Heating	Building Perm. Improvemnt	23750.00
Tri-County Inc	Vehicle Repair & Maintce	1360.00
US Cellular	Off. Supplies & Forms	985.29
Van Maanen Electric	Building Perm. Improvemnt	32217.27
Verizon	Contrib. & Purchase Serv	40.00
Teddy Walker	Educational & Train.Serv.	99.10
Wellmark	Health Insurance	730.00
Wex Bank	Mileage & Transp. Expense	124.55
J Willier	Legal & Ct-Related Serv.	145.20
Windstream	Off. Supplies & Forms	755.42
Winger	Building Perm. Improvemnt	41990.00
Ziegler	Engineering Services	230200.62
Grand Total		1043673.08

McGill motioned to approve the liquor license for The Shop. Seconded by Kulmatycki. All voted aye.

Susan Cole was not present.

Kulmatycki motioned to approve Resolution 2022-21. Seconded by McGill. All voted aye.

RESOLUTION #2022-21 FOR INTERFUND OPERATING TRANSFER

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

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

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

Section 1. The sum of \$217,012.75 is ordered to be transferred from the Rural Services Fund to the Secondary Road Fund, effective 9-19-2022.

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

The above and foregoing resolution was adopted by the Board of Supervisors of Appanoose County, Iowa, on 9-19-22 the vote being as follows:

Ayes: /s/Linda Demry, Mark McGill, Jeff Kulmatycki Naves: none

Attest: /s/ Kelly Howard, County Auditor

Kulmatycki motioned to approve the purchase of two right of way parcels for the 135th Bridge Replacement Project No. BROS-SWAP-C-004(120)-SE-04. Seconded by McGill. All voted aye.

County Engineer Brad Skinner, provided an update to the board. The bridge replacement on 310th is ready for backfill once dry. The bridge crew will join the culvert crew on the T61 south Soap Creek riverbank. Maintainers will be back to blading following the rain. The reshape on 135th St will be getting more rock. A total of 15 miles countywide have been reshaped this year. They will continue to spot reshape and touchup. There was a meeting with the DOT regarding the Cooper Creek detour. Skinner was asked to serve a three year term on the Highway Research Board for our district. They aren't able to get a pickup using the state discount but an Explorer can be purchased for \$37,000.

McGill asked about 230th washboards getting fixed. Skinner stated this week. Demry stated a citizen said thank you for the Boyer Ridge Road Bridge work. Skinner stated Canada Pacific hasn't paid yet for their portion and once they do they will then talk about a permanent replacement.

Kulmatycki motioned to open the public hearing on the final plat for Lazy Days Subdivision at 9:15 A.M. Seconded by McGill. All voted aye. Zoning Administrator Beth Burgin spoke about the subdivision. There were no public comments. McGill motioned to close the public hearing at 9:16 A.M. Seconded by Kulmatycki. All voted aye. McGill motioned to approve Resolution 2022-22. Seconded by Kulmatycki. All voted aye.

RESOLUTION 2022-22

RESOLUTION APPROVING THE PLAT OF Lazy Days Subdivision of the NW ¼ of the SE ¼ of Section 10, Township 70 North, Range 18 West of the 5th P.M. APPANOOSE COUNTY, IOWA
NOW THEREFORE BE IT RESOLVED BY THE APPANOOSE COUNTY BOARD OF SUPERVISORS: Having received the recommended approval of the Appanoose County Engineer, Sanitarian, Auditor, and Assessor, the Plat of Lazy Days Subdivision of the NW ¼ of the SE ¼ of Section 10, Township 70, Range 18 West of the 5th P.M., Appanoose County, Iowa is approved.

Passed and approved this 19th day of September, 2022.

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

John Hansen was not present.

Public Comments: Tammy Wheeler from Farmers Mutual Communications provided an update on their fiber project. Mike Schill from Natel introduced Eric Hunter the Wireless Manager and provided an update on their wireless project.

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

The Board adjourned to meet the call of the Auditor at 9:19 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

APPANOOSE COUNTY, Sharon TOWNSHIP

SUMMARY STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2021 thru June 30, 2022

Code of Iowa 359.23 Receipts and Expenditures - Annual Statement Each township clerk shall prepare, on or before September 30 of each year, a statement in writing, showing all receipts of money and disbursements in the clerk's office for each separate tax levy authorized by law for the preceding fiscal year, showing the current public debt of the township, and showing the balance as of June 30 of all separate reserve accounts held by the township, which shall be certified as correct by the trustees of the township. The statement shall be in a form prescribed by the county finance committee in consultation with the department of management. Each township clerk shall send a copy of this written statement to the county auditor no later than seven days after the statement is certified by the trustees. The county auditor shall post the statement or a summary of the statement in a prominent place in the building where the auditor's office is located. The county treasurer shall withhold disbursement of township taxes until the statement is filed with the county auditor. The county auditor shall notify the county treasurer if taxes are to be withheld.

1	SUMMARY	TOWNSHIP FUNDS						TOTAL
		CEMETERY	FIRE					
2	BEGINNING FUND BALANCE JULY 1, <u>2021</u>	11533.34	3003.13					14536.47
	add (+)							
3	TOTAL REVENUE	5991.68	8671.82					14663.50
	less (-)							
4	TOTAL DISBURSEMENTS	450~	8683					9183
	equals (=)							
5	ENDING FUND BALANCE JUNE 30, <u>2022</u>							20020.97
6	PUBLIC DEBT BALANCES AT YEAR END							
7	RESERVE FUND BALANCES AT YEAR END							

CERTIFICATION

To the County Auditor of the above-named County: We hereby certify that the above statements are correct as appears in the records of the township clerk.

REC'D APPANOOSE COUNTY AUDITOR
SEP 28 '22 09:11:08

Diana W. Labatete
Township Clerk

9-28-22

Date

Delma Landall
David Lebert
Township Trustees

[illegible]

Form 10
Page
Original

Town Department / Management

APPANOOSE COUNTY,

Adell

TOWNSHIP

SUMMARY STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2021 thru June 30, 2022

Code of Iowa 359.23 Receipts and Expenditures - Annual Statement Each township clerk shall prepare, on or before September 30 of each year, a statement in writing, showing all receipts of money and disbursements in the clerk's office for each separate tax levy authorized by law for the preceding fiscal year, showing the current public debt of the township, and showing the balance as of June 30 of all separate reserve accounts held by the township, which shall be certified as correct by the trustees of the township. The statement shall be in a form prescribed by the county finance committee in consultation with the department of management. Each township clerk shall send a copy of this written statement to the county auditor no later than seven days after the statement is certified by the trustees. The county auditor shall post the statement or a summary of the statement in a prominent place in the building where the auditor's office is located. The county treasurer shall withhold disbursement of township taxes until the statement is filed with the county auditor. The county auditor shall notify the county treasurer if taxes are to be withheld.

1	SUMMARY	TOWNSHIP FUNDS						TOTAL
		CEMETERY	FIRE	General Fund	Veteran's Graves	Interest from CD's		
2	BEGINNING FUND BALANCE JULY 1, <u>2021</u> add (+)	0	0	1390.22	0	0		1390.22
3	TOTAL REVENUE less (-)	5914.65	12837.58	0	374.00	4.24		19,130.47
4	TOTAL DISBURSEMENTS equals (=)	5914.65	12837.58	0	374.00	0		19,136.23
5	ENDING FUND BALANCE JUNE 30, <u>2022</u>	0	0	1390.22	0	4.24		1394.46
6	PUBLIC DEBT BALANCES AT YEAR END							
7	RESERVE FUND BALANCES AT YEAR END							

CERTIFICATION

To the County Auditor of the above-named County: We hereby certify that the above statements are correct as appears in the records of the township clerk.

REC'D APP CO CLERK
SEP 28 '22 EX-10141

Rubina H. Burger
Township Clerk

9/22/2022
Date

Gary Hirste
Dawn Beyer
Gary Swartz
Township Trustees

Iowa Department of Management

Fiscal Year July 1, 2021 thru June 30, 2022

STATEMENT OF RECEIPTS		TOWNSHIP FUNDS					
		CEMETERY	FIRE	General Fund	Veteran's Graves	Interest from CDs	TOTAL
BEGINNING FUND BALANCE 07/01/ 2021	+ Cash on hand + Checking + Savings + Other = Total			<u>Ø</u> <u>1390.22</u>			<u>P</u> <u>1390.22</u>
DATE	RECEIPTS DURING FISCAL YEAR						
# 7-15-21	Appanoose Co Treasurer-Tax	45.39	100.86				146.25
# 9-15-21	Appanoose Co Treasurer-Tax	858.56	1863.21				2721.77
# 10-15-21	Appanoose Co Treasurer-Tax	2036.19	4418.67				6454.86
# 11-15-21	Appanoose Co Treasurer-Tax	344.13	546.78				1090.91
# 12-15-21	Appanoose Co Treasurer-Tax	163.86	353.40				516.26
# 1-14-22	Appanoose Co Treasurer-Tax	78.68	170.69				249.37
# 2-15-22	Appanoose Co Treasurer-Tax	43.68	93.50				136.98
# 2-27-22	Appanoose Co Treasurer-Vet	-	-		374.00		374.00
# 3-15-22	Appanoose Co Treasurer-Tax	149.53	324.46				473.99
# 4-15-22	Appanoose Co Treasurer-Tax	1810.85	3929.75				5740.60
# 5-13-22	Appanoose Co Treasurer-Tax	313.49	680.25				993.74
# 6-15-22	Appanoose Co Treasurer-Tax	71.89	156.01				227.90
# 7-6-21	Interest CD#259007087					3.03	3.03
# 9-17-21	Interest CD#3554571348					1.21	1.21
# TOTAL REVENUE FROM THIS PAGE		5914.65	12837.58		374.00	4.24	19130.47
# TOTAL REVENUE FROM ATTACHED PAGES							
# TOTAL REVENUE FOR YEAR		5914.65	12837.58		374.00	4.24	19130.47
# TOTAL TO BE ACCOUNTED FOR (Beginning Balance + Total Revenue)		5914.65	12837.58	1390.22	374.00	4.24	20520.69

RE	08 APR 69	CDITC
REF	22 22 7	10147

Fiscal Year July 1, 2021 thru June 30, 2022

[illegible]

REC'D - FBI
SEP 28 7 22 PM '61

APPANOOSE COUNTY, WASHINGTON TOWNSHIP

SUMMARY STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2021 thru June 30, 2022

Code of Iowa 359.23 Receipts and Expenditures - Annual Statement Each township clerk shall prepare, on or before September 30 of each year, a statement in writing, showing all receipts of money and disbursements in the clerk's office for each separate tax levy authorized by law for the preceding fiscal year, showing the current public debt of the township, and showing the balance as of June 30 of all separate reserve accounts held by the township, which shall be certified as correct by the trustees of the township. The statement shall be in a form prescribed by the county finance committee in consultation with the department of management. Each township clerk shall send a copy of this written statement to the county auditor no later than seven days after the statement is certified by the trustees. The county auditor shall post the statement or a summary of the statement in a prominent place in the building where the auditor's office is located. The county treasurer shall withhold disbursement of township taxes until the statement is filed with the county auditor. The county auditor shall notify the county treasurer if taxes are to be withheld.

1	SUMMARY	TOWNSHIP FUNDS						TOTAL
		CEMETERY	FIRE PROT					
2	BEGINNING FUND BALANCE JULY 1, <u>2021</u>	4280. ⁰⁰	0					4280. ⁰⁰
3	add (+) TOTAL REVENUE	26653.33	14018.18					40671.51
4	less (-) TOTAL DISBURSEMENTS	17963.03	13858.09					31821.12
5	equals (=) ENDING FUND BALANCE JUNE 30, <u>22</u>	8690.30	160.00					13130.39
6	PUBLIC DEBT BALANCES AT YEAR END							
7	RESERVE FUND BALANCES AT YEAR END	8690.39	160.00					13130.39

CERTIFICATION

To the County Auditor of the above-named County: We hereby certify that the above statements are correct as appears in the records of the township clerk.

Jerald A. Lawton
Township Clerk
9-26-2022
Date

Byron E. Tait
Township Trustees
9-26-2022

REC'D APP CL AUDIT
SEP 27 '22 1:21 PM

APPANOOSE COUNTY, WASHINGTON

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2021 thru June 30, 2022

1		STATEMENT OF RECEIPTS		TOWNSHIP FUNDS							
2				CEN CARE	FIRE PROT						TOTAL
3		+ Cash on hand									
4	BEGINNING FUND BALANCE	+ Checking	4280.00	0							4280.00
5	07/01/ 2022	+ Savings									
6		+ Other									
7		= Total	4280.00	0							4280.00
8	DATE RECEIPTS DURING FISCAL YEAR										
9	7-15-21	TREAS	192.74	169.56							362.30
10	8-15-21	LOTS	200.00								200.00
11	9-3-21	LOTS	200.00								200.00
12	9-4-21	LOCATFS	75.00								75.00
13	9-4-21	LOT	400.00								400.00
14	9-15-21	TREAS	1347.31	1098.40							2445.71
15	10-15-21	LOT	200.00								200.00
16	10-15-21	TREAS	6826.96	5565.50							12392.46
17	11-15-21		698.02	569.02							1267.04
18	12-15-21		403.71	329.17							732.88
19	1-14-22		194.08	121.49							270.57
20	2-15-22		151.18	123.18							171.31
21	2-21-22	LOT	425.00								425.00
22	2-21-22	LOT	2603.00								2603.00
23	3-15-22	TREAS	346.88	282.83							629.71
24	3-18-22	LOT	400.25								400.25
25	4-1-22	TREAS VET GRAVES	110.00								110.00
26	4-15-22	TREAS	6070.48	4965.15							11035.63
27	5-13-22	TREAS	822.47	671.36							1493.83
28	5-25-22	LOT	200.00								200.00
29	6-15-22	TREAS	150.30	122.52							272.82
30	6-30-22	LOT	520.00								520.00
31											
32											
33											
34											
35											
36											
37	TOTAL REVENUE FROM THIS PAGE										
38	TOTAL REVENUE FROM ATTACHED PAGES										
39	TOTAL REVENUE FOR YEAR										
40	TOTAL TO BE ACCOUNTED FOR (Beginning Balance + Total Revenue)		26653.33	14018.18							40671.51

RECEIVED BY TOWNSHIP CLERK
JUL 21 2022

APPANOOSE COUNTY, WASHINGTON

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 21 thru June 30, 22

1		STATEMENT OF DISBURSEMENTS		TOWNSHIP FUNDS								
2		CEN CARE	FIRE PROT							TOTAL		
3		DATE	DISBURSEMENTS DURING FISCAL YEAR									
4	7-27-21	CEN CARE	2334.50								2334.50	
5	8-7-21	CEN CARE	2334.50								2334.50	
6	9-12-21	CEN CARE	2334.50								2334.50	
7	10-4-21	CEN CARE / CITY FIRE	3561.25	1440.09							5001.34	
8	1-4-22	CITY FIRE		6463.69							6463.69	
9	3-7-22	CITY FIRE		2954.91							5954.91	
10	5-14-22	CEN CARE	2369.50								2369.50	
11	6-1-22	CEN CARE	2500.00								2500.00	
12	6-24-22	CEN CARE	2528.78								2528.78	
13												
14												
15												
16												
17												
18												
19												
20												
21												
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26												
27												
28												
29												
30												
31												
32	TOTAL DISBURSEMENTS FROM THIS PAGE											
33	TOTAL DISBURSEMENTS FROM ATTACHED PAGES											
34	TOTAL DISBURSEMENTS FOR YEAR											
35	ENDING FUND BALANCE 06/30/ <u>2022</u>			+ Cash on hand								
36				+ Checking	2850.29							
37				+ Savings								
38				+ Other								
39				= Total								
40	TOTAL TO BE ACCOUNTED FOR											
Total Disbursements+Ending Balance (must=Page R1 line 40)				1796303	1385809						31821.12	

RECEIVED
JUN 27 2022

DISTRICT COURT OF APPANOOSE COUNTY

REPORT OF FEES COLLECTED

PRISONER ROOM AND BOARD

To the Board of Supervisors of Appanoose County:

I, Jeanie Houser, Clerk/Clerk's Designee of the District Court of the above named County and State, do hereby certify that the following is a true and correct statement of the fees collected by the Clerk of Court for the month of August, 2022, and The same has been paid to the County as per receipt attached. J

COUNTY SHARE OF PRISONER ROOM & BOARD

1000-1000-4440-05-302	Total Prisoner Room & Board Reimbursement	
	100% General Basic	\$ <u>398.69</u>
29000-01000-4440-05-301	60% Transfer to Sheriff	\$ <u>239.21</u>

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

_____, 20_____.

Signed: _____

Chairperson

9/21/22 12:01:37

Miscellaneous Receipt
Appanoose CountyTreasurer

09/21/2022

Receipt# 21226

Received from Customer R 500 Appanoose County Sheriff

<u>Payment Method</u>	<u>Amount</u>	<u>Check#</u>	<u>Paid by</u>
2 Check	398.69	53586	Appanoose Cty Clerk of Court

#	Fund	Function	Rev	Dept	Prj	Sub	Post	Earned	Amount
1	01000	3	01000	4440	05	302	1	08/31/2022	398.69
Prisoner Room & Board Reim.									
40%-Gen. Basic									
K398.69 - Aug 2022 SB									
100% Total Prisoner Room &									
Board Reimbursement									

Total Amount 398.69

**PACT Director's Annual Report
October, 2022**

Economic Development Project Updates:

Landed 2022:

1. Project Java: Scooters is now open for business and has been quite busy.

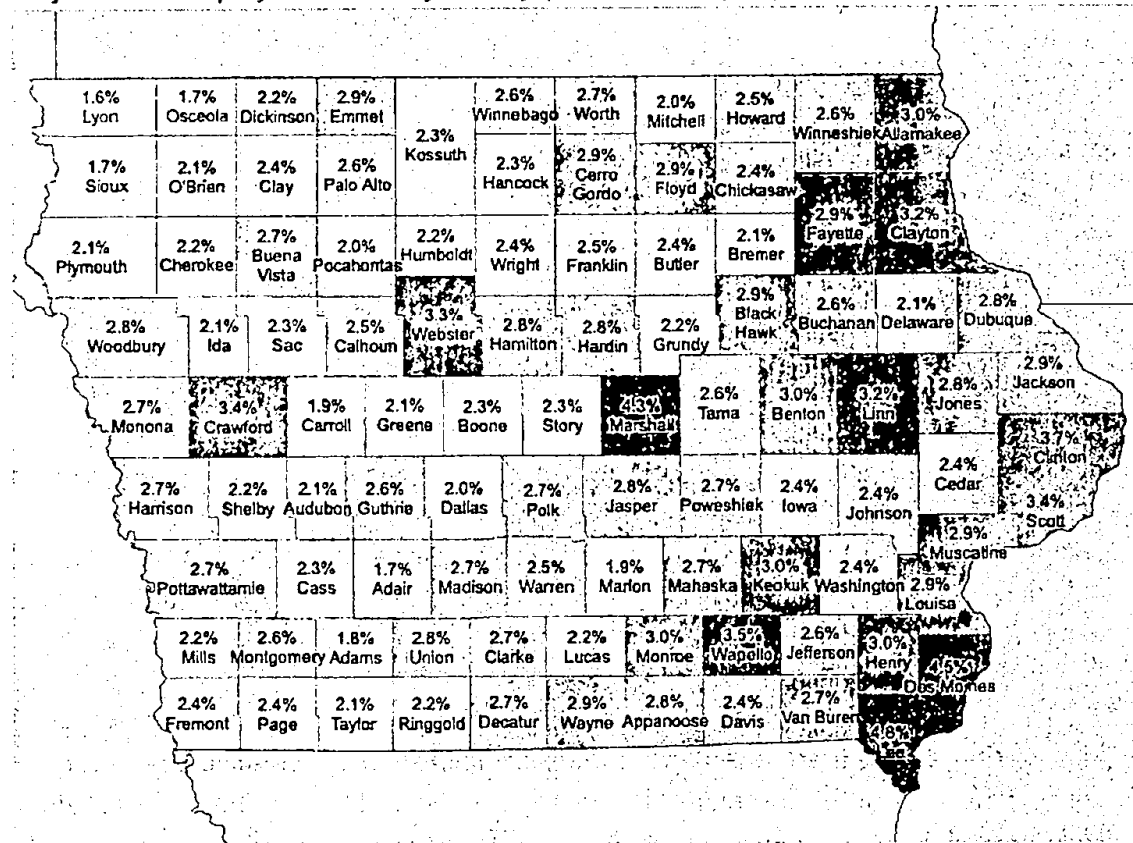
In Process:

(in order of potential to land)

1. Project Soybean: Agricultural company looking to build a soybean seed supply and an equipment manufacturing plant in 2022 - a \$100 Million project with 40 - 80 jobs. Monthly conversations are occurring and a site visit occurred recently. The project is actively seeking financing through two federal grant opportunities and the State of Iowa High Quality Jobs program.
2. Project Supertramp: Value-added agriculture company looking to build a \$500 Million plant, 45-60 employees with average annual wages of \$60,000. Rail user. Weekly conversations are occurring. A land option has been signed and is in the process of being recorded.
3. Project Bueno: This project would result in a two phased construction project to build first a restaurant, then after that is completed, a speculative space for retail/office or hotel. Developer is working on a site plan for a potential location in Centerville.
4. Project Energy Homes: Off grid, modular Commercial and housing manufacturer. Submitted proposal for Certified Site - 40 acres, 250 jobs, up to \$30 Million capital investment. They have announced a new round of factory expansions.
5. Meat Processing: PACT submitted a grant application that would provide additional revolving loan funds from the USDA Rural Development Office to specifically assist our meat lockers throughout the region. Our current lockers are all experiencing generational transition and a great need for working capital to refresh buildings and equipment. If we are successful, we should prioritize those that will include State of Iowa inspection such that they can sell to local stores and restaurants.

Appanoose County Unemployment:

July 2022 Unemployment Rate by County (Not Seasonally Adjusted)



Investor Update:

(as of 9-6-2022 totals for 2022)

Diamond (\$10,000): 3

White Oak (\$5,000): 5

Sunshine (\$1,000): 11

Star (\$500): 14

Shamrock (\$250): 42

Friends (\$100): 60

Total Investors YTD: 135

Total Investor Revenue: \$76,378

Total in trade: \$24,000

Reopening Honey Creek Resort:

PACT has worked diligently to see the resort reopened in the winter. Those efforts have resulted in an announcement by Delaware North (the current concessionaire) that they will end their management of the resort in April 2023. While this is a welcomed outcome, it is worrisome to have continued poor management and yet another winter closure. We will work with the County Supervisors and the State of Iowa to achieve a future where the resort is open year round.

Main Street Program and Director search:

As you are aware, Delaney Evers has agreed to serve in a combined role of Tourism and Main Street Director for PACT. Her willingness to do this created a budget for part-time help and event materials that will be critical to our plans moving forward.

Delaney has just recently filled the part-time role with the hiring of Melissa Arnevik who will work an average of 20 hours per week (more during events). This team is poised to do great things.

Buildings Update:

The PACT Board recently purchased the Gashouse building. This is a welcomed step forward and should accommodate all of our storage needs. Once all assets are moved, we will have two of the doors cut into the walls of our original offices (one between the buildings and one in the South wall) to ascertain their structural integrity. That analysis will suggest our move forward strategy.

PACT recently submitted a request for a Challenge Grant from the Main Street Iowa program for \$100,000. PACT also began the process to obtain a loan from Iowa Trust and Savings Bank for an additional \$100,000 (or more). This should bring our total project funding to \$425,000.

PACT Accomplishments - Current & Recent projects:

Item	PACT Contribution	Dollars Invested in Appanoose County		Jobs
		One Time	Annual Payroll	
Challenge Grant - Read All About It	\$30,000	\$60,000		
Tourism Expenses	\$143,574	\$143,574		
Catalyst Grant - Hubbard House	\$100,000	\$332,000		
Alliance Outdoor Group		\$2,000,000	\$1,000,000	20

Project Dorm (Traxler Hall)	\$200,000	\$2,000,000		
Challenge Grant - Hope for Howell	\$100,000	\$200,000		
Project Java (Scooters)	\$100,000	\$350,000	\$200,000	26
Housing Grant (Milani Building)	\$200,000	\$400,000		
Ultra 7 Pit Pony Pub	\$150,000	\$325,000		
Facade Grant	\$10,000	\$30,000		
		\$5,840,574	\$1,200,000	46

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01/06/22

Cash Basis

Centerville Area Chamber of Commerce dba P.A.C.T.
Profit & Loss Budget Overview
 January through December 2022

Jan - Dec 22

Ordinary Income/Expense

Income

Ambassadors	48.00
Appanoose County	25,000.00
BBQ & Brew	20,000.00
city of Centerville Contributio	15,000.00
City of Centerville L.O.S.T.	22,000.00
Event Revenue	
Pancake Day	
Pancake Day	
Bleachers	450.00
Bucket Donations	1,000.00
Craft Vendors	650.00
Donations	2,000.00
Food Vendors	800.00
Friday Night Live	3,000.00
Friends of Pancake Day	17,000.00
Gourmet	2,200.00
Inflatables	6,500.00
Lunch in the Courtyard	2,000.00
Milk	2,000.00
Pop	3,000.00
Raffle/Auction Income	200.00
Start up Money	2,000.00
Tourism Funds Advertsing PCD	3,000.00
Tourism Funds, Pancake Day	27,000.00
Tourism, Friday Night Live	4,600.00
Total Pancake Day	77,400.00
Pancake Day Pageant	
Pancake Day Escorts	100.00
Pancake Day Little Miss and Mr.	450.00
Pancake Day Pageant - Other	100.00
Total Pancake Day Pageant	650.00
PCD Guinness	3,000.00
Total Pancake Day	81,050.00
Summer Cinema	
Beverages	250.00
Games	150.00
Premium Seat Package	1,700.00
Sponsor	13,000.00
Total Summer Cinema	15,100.00
Total Event Revenue	96,150.00
Golf Outing	
Golf Outing - Other	4,600.00
Hole Sponsor	3,600.00
Teams	3,400.00
Total Golf Outing	11,600.00
Growing Good	2,000.00
Insurance Overpayment	1,100.00
Job Board	35.00

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01/06/22

Cash Basis

Centerville Area Chamber of Commerce dba P.A.C.T.
Profit & Loss Budget Overview
 January through December 2022

	Jan - Dec 22
Main Street	
Bike Night	
Beverages	10,699.29
Bike Night Other	2,069.00
Sponsor	6,254.00
Tourism Grant	15,000.00
Bike Night - Other	0.00
Total Bike Night	34,022.29
County Fair Beverage Garden	11,000.00
Farmer's Market	569.00
Fundraising	5,000.00
Grant Revenue	
ACCF	5,000.00
Tourism Downtown Facade	10,000.00
Total Grant Revenue	15,000.00
Missoula Admission	738.00
PACT Contributed Member Invest.	26,000.00
Tourism Children's Art Festival	4,500.00
Total Main Street	96,829.29
Management Fees	35,000.00
Miscellaneous Income	10,000.00
PACT Investors	80,000.00
Rental - Cooler Trailer	500.00
Sales Income	10,000.00
Shamrock Heights Payroll Taxes	44,000.00
Teacher's Picnic	750.00
Tourism Director Salary	55,000.00
Tourism Funds Holiday	6,650.00
Tourism Funds, Advertising	4,000.00
Tourism Funds, Visitor Center	13,000.00
Tourism WIFI on the Square	1,200.00
Total Income	549,862.29
Gross Profit	549,862.29
Expense	
Business R&A	
Attraction	8,500.00
BRE	400.00
Total Business R&A	8,900.00
Contract Labor	2,000.00
County Fair Beverage Tent	7,300.00
Dues and Subscriptions	6,300.00
Events Expense	
Centerville Summer Cinema	
Advertising	600.00
Attire	500.00
Beer	200.00
Concessions	100.00
Equipment	3,000.00
Insurance	1,200.00
Items for Concessions	150.00
Licensing	3,000.00
Prizes	1,100.00
Total Centerville Summer Cinema	9,850.00
Farmer's Market	0.00

1:45 PM

01/06/22

Cash Basis

Centerville Area Chamber of Commerce dba P.A.C.T.
Profit & Loss Budget Overview
 January through December 2022

	Jan - Dec 22
Golf	
Silver Cord Program	200.00
Golf - Other	7,500.00
Total Golf	7,700.00
Holiday Expense	
Christmas Lights	500.00
Holiday Other	1,000.00
Live Reindeer	850.00
Total Holiday Expense	2,350.00
Kaffee Klatch	100.00
Pancake Day Expenses	
Attire	5,000.00
Contract Labor - Pancake Day	7,000.00
Friday Night Live Expense	4,500.00
Friday Night Live Start Up \$	600.00
Lunch in the Courtyard Expense	1,200.00
Pancake Day Entertainment	9,500.00
Pancake Day Expense	16,500.00
Pancake Day Pageant	700.00
PCD Start up \$	4,600.00
Total Pancake Day Expenses	49,600.00
Total Events Expense	69,600.00
Growing Good Expense	3,000.00
Main Street.	
Educational Seminar	
Design Committee	500.00
Econ. Dev. Committee	1,000.00
Total Educational Seminar	1,500.00
Event Expense	
Bike Night	
Advertising	1,711.03
Beer	2,563.53
County Fair Beverage Garden	7,300.00
Entertainment	4,552.25
Other	5,636.95
Total Bike Night	21,763.76
Breakfast with Santa	100.00
Building Greenery	5,000.00
Building Lights	1,500.00
Carriage Rides	350.00
Farmer's Market	195.90
Living Windows	100.00
Missoula/Children's Art Fest	4,000.00
Snowman Stroll	100.00
Total Event Expense	33,109.66
Grant Expense	
ACCF	5,000.00
Downtown Facade	10,000.00
Total Grant Expense	15,000.00

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01/06/22

Cash Basis

Centerville Area Chamber of Commerce dba P.A.C.T.
Profit & Loss Budget Overview
 January through December 2022

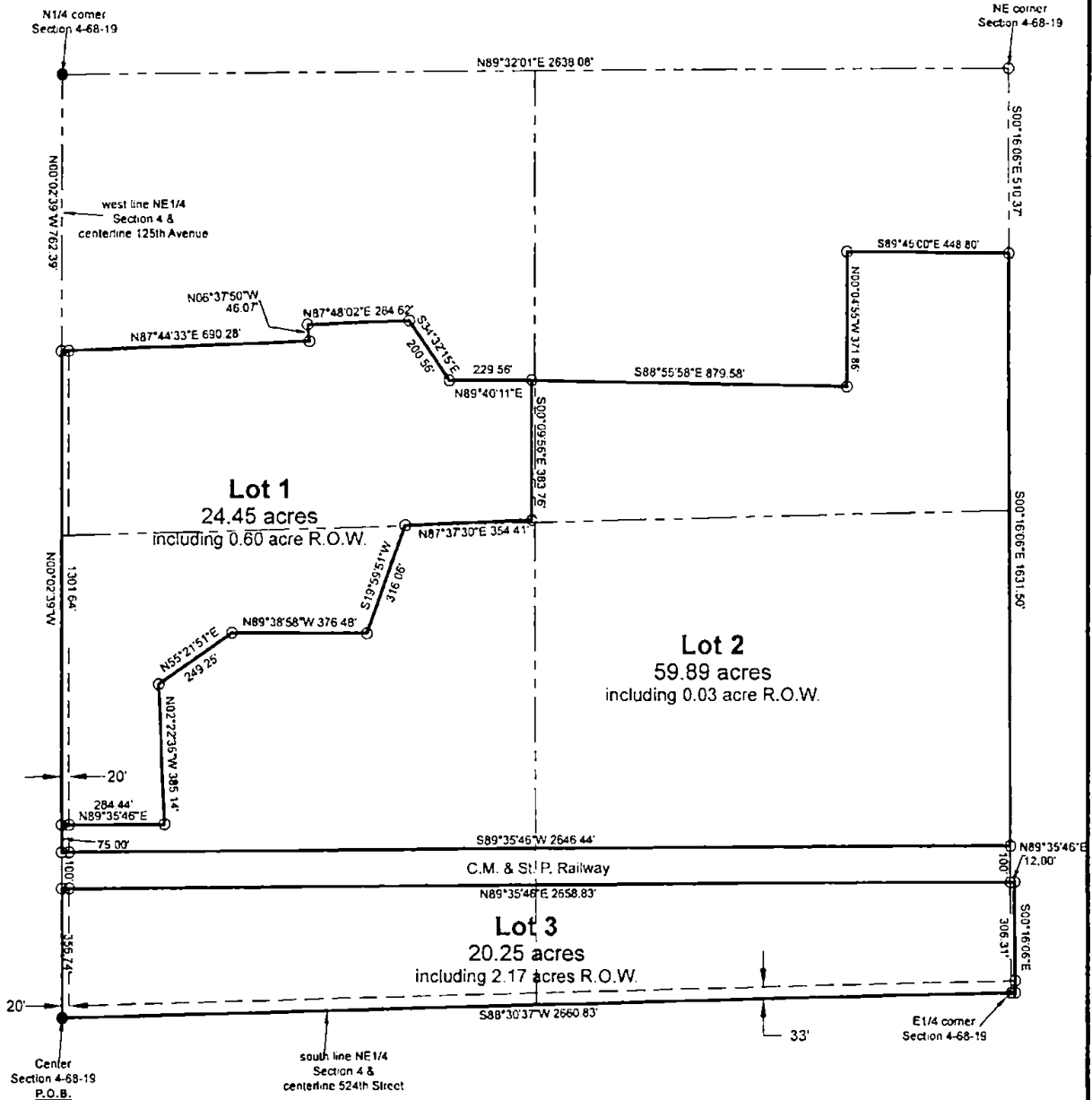
	Jan - Dec 22
Main Street Promotions	
Main Street Promotions - Other	1,319.41
Printing	196.08
Main Street Promotions - Other	0.00
Total Main Street Promotions	1,515.49
Missoula/Children's Art Fest	0.00
Salary, Taxes, Benefits	45,000.00
Total Main Street.	96,125.15
Office	
Janitorial	1,800.00
Licenses and Permits	2,500.00
Main Street domain	35.00
Office Equipment	8,200.00
Office Supplies	1,600.00
Postage and Delivery	1,000.00
Printing and Reproduction	2,000.00
Property Taxes	3,242.00
Total Office	20,377.00
Payroll Taxes	
Shamrock Heights Payroll Taxes	20,000.00
Payroll Taxes - Other	40,000.00
Total Payroll Taxes	60,000.00
Professional Fees	8,700.00
Repairs	4,300.00
Salaries	
Cell Phone Allowance	2,400.00
Employee Insurance	9,600.00
Gross Salaries	178,389.24
Insurance Allowance	9,600.00
IRA 3% Match	9,000.00
Total Salaries	208,989.24
Sales Tax	200.00
Tourism	
Advertising	0.00
Advertising PCD	0.00
Total Tourism	0.00
Training and Conference	250.00
Trick or Treat	250.00
Utilities	
Telephone & Internet	
WIFI on the square	1,200.00
Telephone & Internet - Other	3,150.00
Total Telephone & Internet	4,350.00
Utilities	4,500.00
Total Utilities	8,850.00
Total Expense	505,141.39
Net Ordinary Income	44,720.90
Net Income	44,720.90

FINAL PLAT

INDEX LEGEND

Property Located on: part NE 1/4 Section 4, Township 66 North, Range 19 West
Appanoose County, Iowa
Surveyor: Robert H. Lance, Iowa P.L.S. #21980, rob@lancesurveying.com
Return Document to: Lance Surveying Services (319) 986-6779
1505 North Broadway Street, Mt. Pleasant, IA 52641
Survey Requested by: John Probasco
Proprietor: Norman W. Hefner
Survey Completed: 8 September 2022
Sheet 1/2 | Basis of Bearing, IARTK, ISPS Zone | Hefner Trust.dwg

Hefner Subdivision

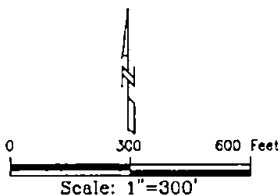


Certification

I hereby certify that this land surveying document was prepared, and the related survey work was performed by me or under my direct personal supervision, and that I am a duly licensed Professional Land Surveyor, under the laws of the State of Iowa.

Robert H. Lance
Iowa Professional Land Surveyor #21980
License renewal date: December 31, 2023
Pages covered by this seal: 2

Date



Legend:

- set 1/2"x30" rebar/orange cap #21980
- found 5/8" rebar
- ⊗ found 1/2" rebar
- county road R.O.W. line
- property line
- (#) dimension from previous record

FINAL PLAT

INDEX LEGEND

Property Location: part NE1/4 Section 4, Township 68 North, Range 19 West
Appanoose County, Iowa
Surveyor: Robert H. Lance, Iowa P.L.S. #21980, rob@lancesurveying.com
Return Document to: Lance Surveying Services (319) 986-6779
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Survey Requested by: John Probasco
Proprietor: Norman W Hefner
Survey Completed: 8 September 2022
Sheet 2/2 | Basis of Bearing: IAR TK, ISPS Zone | Hefner Trust dwg

Hefner Subdivision

In part of the NE1/4 Section 4, Township 68 North, Range 19 West of the 5th P.M., Appanoose County, Iowa, described as follows:

Commencing at the Center of Section 4, said point being also the **POINT OF BEGINNING**;

thence North 00°02'39" West, along the west line of the NE1/4 of Section 4, a distance of 1,833.38 feet;

thence North 87°44'33" East, 690.28 feet;

thence North 06°37'50" West, 46.07 feet;

thence North 87°48'02" East, 284.62 feet;

thence South 34°32'15" East, 200.56 feet;

thence North 89°40'11" East, 229.56 feet;

thence South 88°55'58" East, 879.58 feet;

thence North 00°04'55" West, 371.86 feet;

thence South 89°45'00" East, 448.80 feet to a point on the east line of the NE1/4 of Section 4;

thence, along said line, South 00°16'06" East, 1,731.50 feet;

thence North 89°35'46" East, along the south line of the C.M. & St. P. Railway, 12.00 feet;

thence South 00°16'06" East, along the east line of the west 12 feet of the SW1/4 of the NW1/4 of Section 3, a distance of 306.31 feet to the SE corner of said 12 feet, on the centerline of 524th Street;

thence South 88°30'37" West, along said centerline and the south line of the NE1/4 of Section 4, a distance of 2,660.83 feet to the

POINT OF BEGINNING, EXCEPT the right of way of C.M. & St. P. Ry.

containing 104.59 acres, of which, 2.80 acres are public road right-of-way.

The above bearings are based on Iowa State Plane South Coordinates and all distances are horizontal ground distances.

End of Description

**MEMORANDUM OF AGREEMENT BETWEEN
THE IOWA DEPARTMENT OF TRANSPORTATION AND APPANOOSE COUNTY, IOWA**

This Agreement is made and entered into this 3rd day of October, 2022, by and between APPANOOSE County, Iowa, ("the county") and the Iowa Department of Transportation ("the department").

RECITATIONS

WHEREAS, the county is authorized to issue driver's licenses, non-operator's identification cards, and persons with disabilities devices ("county issuance") on a permanent basis under section 321M.3 of the Iowa Code, and;

WHEREAS, the county wishes to exercise its authority to participate in county issuance, and;

WHEREAS, section 321M.5 of the Iowa Code requires the department and a county participating in county issuance to execute an agreement pursuant to Chapter 28E of the Iowa Code that details the relative responsibilities and liabilities of each party to the agreement;

NOW, THEREFORE, the county and department enter into the following agreement to facilitate county issuance by the county.

TERMS AND CONDITIONS

I. AUTHORITY

This agreement is entered into pursuant to the provisions of Iowa Code Chapters 28E and 321M.

II. DURATION

This agreement shall become effective upon filing with the Secretary of State of Iowa in accordance with Iowa Code § 28E.8 and shall remain valid until terminated as set forth herein.

III. PURPOSE

The purpose of this agreement is to establish the terms and conditions whereby the county shall participate in county issuance under Chapter 321M of the Iowa Code.

IV. COUNTY TREASURER AS PROGRAM ADMINISTRATOR

The county's treasurer shall administer the county's issuance program and shall be responsible for performance of county issuance functions under this agreement.

V. SUPERVISORY AUTHORITY AND AGENCY RELATIONSHIP

Pursuant to Iowa Code § 321M.10, the department shall retain all supervisory authority over the county's issuance program. The county treasurer and the county treasurer's employees shall be considered agents of the department when performing county issuance functions pursuant to this agreement.

VI. AUTHORIZATION OF COUNTY TREASURER EMPLOYEES

- A. **County as employer.** The county treasurer shall employ at the county's expense and designate such employees as are necessary for performance of the county's issuance program, including the county treasurer if the county treasurer elects to perform such functions. Persons employed and designated for such purposes remain employees of the county and the department shall have no responsibility for their wages, taxes, benefits, or other employment rights or obligations. The county shall defend, indemnify, and hold harmless the department from any and all claims related to or arising out of any person's employment with the county, including any termination or discharge from employment. The county shall not use or allow any person not employed within the county treasurer's office to perform county issuance functions, except an employee of another county designated by that county to perform county issuance functions and shared between the counties under an agreement between the counties.
- B. **Department approval.** The department shall have the right to approve the county employees that may perform county issuance functions, and the county treasurer shall not use or allow any county employee that has not been approved by the department to perform county issuance functions. The department's exercise of the right to approve county employees is not an exercise of employment rights or an employment decision but an exercise of program governance and control; all employment rights and decisions relative to any person employed or to be employed by the county remain the county's. When determining whether to approve a county employee to perform county issuance functions, the department shall adhere to the following procedures and standards:
1. **Background checks.** The county shall not use or allow any person to perform county issuance functions, and the department shall not approve any person to perform county issuance functions, unless the person has been subjected to and successfully passes the background check requirements of 6 C.F.R. § 37.45 and 49 C.F.R. § 384.228. The county shall inform any employee or prospective employee subject to a background check that he or she is subject to the background check and the contents of the background check. The content of the required background checks is set forth in subparagraphs 2 and 3 below.
 2. **Verification of prior employment and employment eligibility.** The county shall conduct at its expense that part of the background check required by 6 C.F.R. § 37.45 that consists of verification of references from prior employment and employment eligibility verification and shall provide proof of completion of such checks to the department before the department grants or denies approval for any county employee or prospective county employee.

3. Criminal history records check.

- i. The department shall conduct at its expense that portion of the background check that consists of a criminal history records check that meets the requirements of 6 C.F.R. § 37.45 and 49 C.F.R § 384.228.
- ii. The county shall not use or allow to perform county issuance functions, and the department shall not approve to perform county issuance functions, any employee or person that has a disqualifying offense, crime, or conviction under 6 C.F.R. § 37.45 or 49 C.F.R § 384.228.
- iii. The department shall impose the same criteria for determining a disqualifying offense, crime, or conviction that the department imposes for persons employed by the department that are subject to the background checks. In the event the county employee or prospective county employee is determined to have a disqualifying offense, crime, or conviction, the department shall notify the county treasurer, who shall notify the county employee or prospective county employee.
- iv. In the event the county treasurer has been designated to perform county issuance functions and is determined to have a disqualifying offense, crime, or conviction, the department shall notify the county treasurer and the chair of the county's board of supervisors.
- v. The county treasurer shall immediately notify the department if a county employee that has successfully passed the required background checks has committed or is determined to have committed or incurred a disqualifying offense, crime, or conviction, and the department shall revoke the county employee's approval to perform county issuance functions and terminate the county employee's access to the department's issuance system. The department shall also revoke a county employee's approval to perform county issuance functions and terminate the county employee's access to the department's issuance system if the department independently learns or otherwise determines that the county employee has committed or is determined to have committed a disqualifying offense, crime or conviction.

C. Change of employment status or function. In the event a county employee designated by the county treasurer for any reason ceases to be employed by the county or is otherwise assigned to another position or functions and responsibilities and will no longer perform county issuance functions, the county treasurer shall immediately notify the department that the county employee is no longer employed and/or designated to perform county issuance functions, and the department shall withdraw the county employee's approval and terminate the county employee's access to the department's issuance system.

VII. FACILITIES, FURNISHINGS, AND GENERAL OFFICE EQUIPMENT

- A. **County to provide.** The county shall provide at the county's expense all facilities and furnishings necessary for performance of the county's issuance program. The department shall have no responsibility to provide facilities, furnishings, or office equipment of a general nature to the county and shall have no responsibility for any expense, cost, or liability related to or arising out of the county's facilities or furnishings, including but not limited to rent or utilities. In addition to any equipment covered by 321M.9, subsection 3, paragraph (b), the county shall provide wired or wireless internet connectivity when required for the functionality of department-provided equipment under section VIII of this agreement. The county shall defend, indemnify, and hold harmless the department from any and all claims related to or arising out of operation, maintenance, or provision of the county's facilities, furnishings, or office equipment of a general nature.
- B. **Access by department.** The county shall grant department employees, vendors, and contractors reasonable access to the county's facilities during the county's regular business hours for the purpose of guiding and auditing the county's issuance program and providing, installing, maintaining, replacing, inspecting, or otherwise servicing the issuance equipment, hardware, software, systems, data or networks lines, and materials provided by the department to the county for performance of the county's issuance program, and at all other times agreed upon by the county and department or as reasonably necessary to protect said items in the event of any breach in or damage to the county's facilities or security safeguards.

VIII. ISSUANCE EQUIPMENT, HARDWARE, SOFTWARE, SYSTEMS AND MATERIALS

- A. **Duty to provide.** The department shall provide from funds allocated to the department for the purpose of supporting county issuance all equipment required to be provided by the department under section 321M.9, subsections 2 and 3 of the Iowa Code, including all issuance and testing equipment, hardware, software, data line communications, forms, supplies, and materials determined by the department as necessary for conduct of the county's issuance program. The department shall not provide and shall not be responsible for other equipment specifically excepted under section 321M.9, subsection 3. The parties acknowledge that permanent driver's licenses, non-operator's identification cards, and other cards that may be issued as part of the county's issuance program are produced at a secure third-party facility, and that the department is solely responsible for the production and mailing of permanent cards through the department's card production vendor and through funds allocated to the department for that purpose.
- B. **Property rights.** All equipment, hardware, software, forms, supplies, data line communications, forms, supplies, materials, and other property placed and provided by the department at the county's facilities under this agreement shall remain department property. The department may assign and reassign or replace property as it deems appropriate. In the event this agreement is terminated, property placed and provided by the department shall be returned to the department unless the

parties otherwise mutually agree. The department shall bear the cost of removing said property but shall not be responsible for returning the county's facilities to any prior condition.

IX. TRAINING, EDUCATION AND RESOURCES

- A. **Department to provide.** The department shall provide all training, continuing education, and resource materials (manuals, technical guidance, policies, memos, and other resources intended to guide activities covered by this agreement, whether in written or electronic format) determined by the department as necessary for the proper implementation and performance of the county's issuance program, at times and places determined by the department. Training, continuing education, and resource materials shall be entirely consistent with and integrated wherever possible with the training, continuing education, and resource materials provided for department employees.
- B. **Costs and expenses covered by the department.** The department shall provide all resource materials at the department's cost and shall cover the travel expenses for county employees that are required to travel to attend training, continuing education, or conferences required by the department from funds allocated to the department for the purpose of supporting county issuance. As used in this paragraph, travel expenses shall include reasonable mileage, meals, and lodging expenses, all of which shall be subject to and paid at the rates and according to the conditions and limitations set forth in the department's policy for department employees, "Personal Expense Reimbursement and Travel," department policy no 120.02, as published and updated by the department on the department's intranet site. All such training, continuing education, or conferences shall be within the state of Iowa; the department shall neither require nor be responsible for out-of-state travel or associated costs or expenses for county employees.
- C. **County adherence to training and continuing education.** The county shall require all county employees designated to perform issuance functions to complete all training and continuing education required by the department, and where such training or continuing education is required as a condition to perform or to continue to perform a task or activity within the issuance program, shall not permit a county employee to perform or to continue to perform that task or activity until the employee has successfully completed the required training or continuing education. The department may withdraw the county employee's approval to participate in the county's issuance program and terminate the county employee's access to the department's issuance system if the employee fails to successfully complete required training and continuing education.
- D. **Training and continuing education content.** Training and continuing education subject to this division shall encompass all topics and content determined by the department to be reasonable and necessary for the proper, effective and well-governed administration of the state and county issuance programs, as well as all training or education currently required or to be required by state or federal law or regulations, including but not limited to the federal REAL ID regulations established at 6 C.F.R. part 37 and the federal commercial driver's license regulations established at 49 C.F.R. parts 383 and 384.

E. **Certification of examiners.** For purposes of this division, an examiner is a county employee designated by the county to administer or initiate commercial driver's license knowledge tests or to perform commercial, noncommercial, or motorcycle skills (driving or operation) tests. A county employee designated for such purposes shall not perform such tasks unless the employee has and properly maintains the proper certification to do so, as set forth in the following:

1. **Commercial driver's license knowledge test examiner.** The county employee must successfully complete all training, refresher training, and examination required for certification as a knowledge test examiner under 49 C.F.R. § 384.228.
2. **Commercial driver's license skills test examiner.** The county employee must successfully complete all training, refresher training, and examination required for certification as a skills test examiner under 49 C.F.R. § 384.228. The county employee must have and maintain a valid, unexpired driver's license other than a temporary restricted license or instruction permit.
3. **Non-commercial driver's license skills test examiner.** The county employee must successfully complete all training, refresher training, and examination required for certification as a driver examiner under the International Driver Examiner Certification program established by the American Association of Motor Vehicle Administrators. The county employee must have and maintain a valid, unexpired driver's license other than a temporary restricted license or instruction permit.
4. **Motorcycle skills test examiner.** The county employee must successfully complete all training, refresher training, and examination required for certification as a motorcycle examiner in accordance with the standards of the Motorcycle Safety Foundation as adopted by the department. The county employee must have and maintain a valid, unexpired driver's license other than a temporary restricted license or instruction permit.
5. **Supplemental examiner training.** If required by the department, the county employee must complete any additional training or refresher training necessary to implement changes to testing and scoring procedures for the applicable tests administered by the examiner.

All county employees designated as participants in the county issuance program are considered commercial driver's license knowledge test examiners and must attain and maintain such certification. The county may determine which employees it may designate as commercial or non-commercial driver's license skills test examiners or motorcycle skills test examiners. All county commercial driver's license knowledge or skills test examiners as agents of the department are considered state examiners and not third-party examiners for purposes of 49 C.F.R. §§ 383.75, 384.228, and 384.229, and are subject to the requirements set forth therein for state examiners, including but not limited to the auditing and monitoring requirements of 49 C.F.R. § 384.229.

Nothing in this agreement requires the county to offer commercial driver's license skills test exams or motorcycle skills test exams or to designate county employees to perform such services.

- F. **Notification to department of examiner sharing and vacancies.** The county must notify the department in writing when a commercial driver's license examiner employed by the county intends to temporarily provide examiner services for any other county, driver's license location, or third-party skills tester. The county must also notify the department in writing when a county does not have a minimum of one non-commercial driver's license skills test examiner designated to perform such services. Unless prior arrangements have been made with the department, the county shall, within 60 days of the vacancy of the non-commercial driver's license skills test examiner, assign an employee properly certified under paragraph E, subparagraph 3 to administer non-commercial driver's license skills tests.

X. PROTECTION OF PERSONAL INFORMATION

- A. **Duty to protect personal information.** The county and its employees shall only access and use personal information regarding a driver's license or non-operator's identification card holder or applicant or otherwise contained in a department data-base or record in the course of the county's official functions and shall not access or use such information for any other reason or purpose, personal or otherwise. Any release, disclosure or re-disclosure of such personal information must comply with the requirements Iowa Code § 321.11 and the federal Driver's Privacy Protection Act, 18 U.S.C. § 2721 et seq ("the DPPA"). Personal information as used in this agreement means as defined in Iowa Code § 321.11(2) and/or 18 U.S.C. § 2725(3) and (4).
- B. **Duty to report.** The county shall immediately report to the department any actual or suspected access, use, release, disclosure, or re-disclosure of personal information that is not permitted under Iowa Code § 321.11 or the DPPA, whether intentional or unintentional.
- C. **Duty to cooperate.** The county shall fully cooperate with the department to investigate and mitigate any actual or suspected access, use, release, disclosure, or re-disclosure of personal information that is not permitted under Iowa Code § 321.11 or the DPPA, and shall grant the department all access to the county's facilities and employees reasonably necessary to complete the investigation and fully mitigate the incident, including but not limited to securing personal information, recovering personal information, and protecting against further access, use, release, disclosure, or re-disclosure of personal information that is not permitted under Iowa Code § 321.11 or the DPPA.
- D. **Termination of authority and denial of approval or access.** The department reserves the right to:
1. Terminate authorization of the county's issuance program should the county fail to protect personal information as required by this division;

2. Withdraw approval to participate in the county's issuance program and terminate access to the department's issuance system for any county employee that engages in or permits access, use, release, disclosure, or re-disclosure of personal information that is not permitted under Iowa Code § 321.11 or the DPPA.

XI. SECURITY

- A. **County safeguards.** The county shall establish, provide, and maintain reasonable administrative, technical, and physical safeguards to protect the security of the county's facilities dedicated to performance of the county's issuance program and to protect the security, confidentiality, and integrity of the issuance equipment, hardware, software, systems, data or network lines, and materials housed, stored, or accessed in or at the county's facilities and any personal information collected, stored, accessed, or maintained in the course of performance of the county's issuance program, and agrees to comply with any security policies or protocols established by the department and made known to the county. The county's safeguards shall, at a minimum, be sufficient to comply with the department's security plan established under the federal REAL ID regulations, 6 C.F.R. § 37.41.
- B. **Protection against unauthorized access.** In no event shall the county allow any person not authorized by the department to access or use the issuance equipment, hardware, software, systems, data or network lines, and materials housed, stored, or accessed in or at the county's facilities or any personal information collected, stored, accessed, or maintained in the course of performance of the county's issuance program, nor shall the county allow or require county employees to share, disclose, or otherwise disseminate the individual user names and passwords provided by the department to the county employee for the county employee's access to the department's systems, records and data.
- C. **Duty to report.** The county shall immediately report to the department:
 1. Any actual or suspected breach in or damage to its facilities or the security safeguards employed by the county that would threaten the security, confidentiality or integrity of the issuance equipment, hardware, software, systems, data or network lines, and materials housed, stored, or accessed in or at the county's facilities or any personal information collected, stored, accessed, or maintained in the course of performance of the county's issuance program.
 2. Any actual or suspected unauthorized access to or use of the issuance equipment, hardware, software, systems, data or network lines, and materials housed, stored, or accessed in or at the county's facilities or any personal information collected, stored, accessed, or maintained in the course of performance of the county's issuance program.
 3. Any actual or suspected misappropriation or theft of the issuance equipment, hardware, software, systems, data or network lines, and materials housed, stored, or accessed in or at

the county's facilities or any personal information collected, stored, accessed, or maintained in the course of performance of the county's issuance program.

4. Any other act or occurrence that would reasonably be suspected to impair the security, confidentiality or integrity of the issuance equipment, hardware, software, systems, data or network lines, and materials housed, stored, or accessed in or at the county's facilities or any personal information collected, stored, accessed, or maintained in the course of performance of the county's issuance program.
- D. **Duty to cooperate.** The county shall fully cooperate with the department to investigate and mitigate any actual or suspected breach, unauthorized access or use, or theft or misappropriation and shall grant the department all access to the county's facilities and employees reasonably necessary to complete the investigation and fully mitigate the incident, including but not limited to securing, recovering, and protecting against further breach, unauthorized access or use, or theft or misappropriation of the issuance equipment, hardware, software, systems, data or network lines, and materials housed, stored, or accessed in or at the county's facilities or any personal information collected, stored, accessed, or maintained in the course of performance of the county's issuance program. This includes any acts necessary to protect and recover such items in the event of damage to the county's facilities, whether intentional or unintentional and whether natural or man-made.
- E. **Termination of authorization and denial of approval or access.** The department reserves the right to:
1. Refuse and prohibit the conduct of issuance activities at any county facility that is not reasonably secured as required in this division;
 2. Terminate authorization of the county's issuance program should the county fail to establish, provide, and maintain reasonable safeguards as required by this division;
 3. Withdraw approval to participate in the county's issuance program and terminate access to the department's issuance system for any county employee that engages in or permits a breach, unauthorized access or use, or theft or misappropriation of the issuance equipment, hardware, software, systems, data or network lines, and materials housed, stored, or accessed in or at the county's facilities or any personal information collected, stored, accessed, or maintained in the course of performance of the county's issuance program.

XII. PERFORMANCE OF SERVICES

- A. **General.** The county shall perform all services within the county issuance program consistently with and according to the requirements of all state and federal laws and regulations, including the regulations of the department and all policies and procedures established by the department and made known to the county.

- B. **Service not limited to county residents.** The county shall serve all Iowa residents that present for services, without regard to whether the person is a resident of the county.
- C. **Commercial driver's license issuance.** The county is certified to issue commercial driver's licenses. The county's issuance of commercial driver's licenses shall be subject to the requirements of sections 321M.6.
- D. **Commercial driver's license testing.** The department shall certify the county's offering of commercial driver's license knowledge or skills testing by notating in the department's records whether the county is authorized to offer commercial driver's license knowledge or skills tests. The county shall comply with all applicable federal and state laws and regulations and departmental policies and procedures in administering commercial driver's license knowledge or skills tests, including, but not limited to, verifying whether an applicant has complied with the applicable entry-level driver training requirements under 49 C.F.R. part 380, subpart F, or 49 C.F.R. part 383, subpart E, and if the applicant is otherwise qualified to take the skills test or hazardous materials endorsement knowledge test, prior to administering the skills test or hazardous materials endorsement knowledge test. Nothing in this paragraph or this agreement shall require the county to offer commercial driver's license skills tests.
- E. **Acknowledgment of general obligations under anti-discrimination laws.** The county acknowledges that the county's issuance program is subject to Title VI of the federal Civil Right Acts of 1964, 42 U.S.C. 2000d – 2000d-7 (Title VI), and to Iowa Code § 216.7. These laws create the following obligations:
1. **Title VI.** Under Title VI, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the county's issuance program.
 2. **Iowa Code § 216.7.** Under Iowa Code § 216.7, it is an unfair or discriminatory practice for a public accommodation to:
 - i. Refuse or deny to any person because of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability the accommodations, advantages, facilities, services, or privileges thereof, or otherwise to discriminate against any person because of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability in the furnishing of such accommodations, advantages, facilities, services, or privileges.
 - ii. Directly or indirectly advertise or in any other manner indicate or publicize that the patronage of persons of any particular race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability is unwelcome, objectionable, not acceptable, or not solicited.

The county agrees that it shall operate and offer access to its facilities and performs its issuance program in conformance with these obligations.

- F. **Acknowledgment of specific obligations under anti-discrimination laws.** The county further acknowledges that its obligations under the anti-discrimination laws set forth in the preceding paragraph "C" specifically include but are not limited to the following obligations, and agrees to operate and offer access to its facilities and perform its issuance program in conformance with these specific obligations:
1. **Service to foreign nationals.** The county shall not deny or refuse to perform services to a person on the basis that the person is a temporary or permanent foreign national, and shall not refuse to issue credentials intended for such persons. As used herein a foreign national is a person who is not a U.S. citizen but can properly demonstrate lawful presence in the U.S.
 2. **Service to persons of limited English proficiency.** The county shall not deny or refuse to perform services on the basis that the person is of limited English proficiency, and in conjunction with the department shall provide reasonable translation and interpretation services as needed to facilitate services to persons of limited English proficiency.

XII. FEES

- A. **Consideration.** The county's sole consideration for services performed under this agreement shall be retention of fees as set forth in Iowa Code § 321M.9(1).
- B. **Daily remittance of fees and penalties collected.** The county shall remit daily to the state treasurer all fees and civil penalties collected in the performance of the county's issuance program under chapter 321M.
- C. **Monthly reconciliation of fees retained.** The fees retained by the county under Iowa Code § 321M.9(1) shall be deducted from the moneys collected under chapter 321 and otherwise transferred to the state treasurer on the 10th of each month, pursuant to Iowa Code §§ 321.152 and 321.153, and shall be reported to the department in conjunction with other fees retained by the county, as provided in Iowa Code § 321.152.
- D. **Daily and monthly reporting and reconciliation procedures.** The department shall provide procedures for daily and monthly reporting and reconciliation of fees and penalties transferred and retained to assure accurate accounting of all penalties and fees collected, transferred, and retained.
- E. **Commercial driver's license skills test fees.** Nothing in this section shall prevent a county treasurer certified by the department to administer CDL skills tests from collecting and retaining fees for performing those tests in conformance with Iowa Code § 321M.6A, 761 Iowa Administrative Code (IAC) 607 and department policy. However, a county treasurer certified by the department to

administer CDL skills tests shall provide 30 days' notice to the department prior to beginning or ending the collection of authorized CDL skills test fees, and shall use only the fee collection system designated by the department for this purpose.

XIII. TERMINATION

- A. **Termination by the county.** The county may terminate this agreement with 30 days' notice to the department.
- B. **Termination by mutual agreement.** The county and department may terminate this agreement upon mutual written agreement at any time, with or without notice.
- C. **Termination for cause.** Pursuant to Iowa Code § 321M.4, the department may terminate the county's authorization to conduct the county issuance program if the county fails to meet the department's standards for issuance. Termination for cause may occur under any of the following circumstances:
 - a. The county fails to comply with or satisfy any of the provisions of this agreement.
 - b. The county fails to comply with the department's policies and procedures for performance of the county's issuance program.
 - c. The county fails to comply with any state or federal law or regulation that applies to performance of the county's issuance program.
 - d. The county commits an act or omission that compromises the integrity of the state's issuance program or threatens the integrity or security of the state's systems, hardware, software, networks, or databases.
 - e. The county commits an act or omission that warrants termination of the county's authorization under the specific terms of any other division of this agreement, including but not limited to those duties set forth above in Section X "Protection of Personal Information."
 - f. The county falsifies any record or information provided or used in the performance of the county's issuance program or fraudulently approves a credential, benefit, permission or privilege for which a person is not legally entitled or due.
 - g. The county misappropriates or otherwise fails to properly account for fees collected under this agreement and chapter 321M, or fraudulently assesses any person a fee or penalty that is not legally due.

As used in this paragraph, "county" includes the county, its officers, agents, and employees. In lieu of terminating the county's authorization, the department in its discretion may withdraw approval to participate in the county's issuance program and terminate access to the department's issuance system for any county officer, agent, or employee that commits an act or omission that would warrant termination of the county's authorization.

- D. **Notice for termination with cause.** The department will exercise good faith efforts to resolve performance issues and issues of noncompliance informally and without the need for termination of authorization for cause and formal notice. However, where the performance issues are serious or ongoing and have not been resolved informally or are not amenable to being resolved informally, the department will give the county formal written notice of intent to terminate authorization that details the performance or compliance deficiencies that have been found and the measures the county must take to remedy the deficiencies. The written notice shall give the county a reasonable period of time to remedy the deficiencies before termination of authorization becomes effective, which shall be at least thirty days. Anything in this paragraph notwithstanding, however, the department reserves the right to immediately terminate authorization where the deficiency poses an imminent threat to the integrity or security of the state's systems, hardware, software, networks, or databases or will or may result in the unauthorized release, disclosure, or exposure of personal information contained in the department's records or databases.
- E. **Duty upon termination.** Upon termination the county shall not conduct any activity within the county issuance program until the department reauthorizes the department to do so. However, the county shall retain and protect all program records and records and property of the department and shall grant the department, its employees, vendors, and contractors reasonable access to protect and recover said records and property.
- F. **Reauthorization.** Upon correction of any deficiencies the county may apply in writing for reauthorization of the county's issuance program. The department will not grant reauthorization until the deficiencies have been corrected to the department's satisfaction. The department shall not unreasonably withhold reauthorization.

XIV. LEGAL ENTITY

No new legal or administrative entity is created by this agreement.

XV. ASSIGNABILITY

The rights and interests of the parties to this agreement are not assignable.

XVI. PRIOR AGREEMENTS

This agreement replaces and supersedes all prior agreements between the county and the department under chapter 321M.

IN WITNESS WHEREOF, the department and the county have caused this agreement to be executed in two counterparts, each of which shall be considered an original.

IOWA DEPARTMENT OF TRANSPORTATION

APPANOOSE COUNTY, IOWA

By: _____
Melissa Gillett, Director
Motor Vehicle Division

By: _____
_____, Chair
_____ County Board of Supervisors

Date: _____

Date: _____

CERTIFICATE OF COST ALLOCATION PLAN

This is to certify that I have reviewed the cost allocation plan submitted herewith and to the best of my knowledge and belief:

- (1) All costs included in this proposal based on the Fiscal Year ended June 30, 2022, to establish cost allocations or billings for use in FY 2024, are allowable in accordance with the requirements of 2 CFR 200 “Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, and the Federal award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.

- (2) All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the Federal awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently.

I declare that the foregoing is true and correct.

Governmental Unit: Appanoose County

Signature: _____

Printed Name of Official: _____

Title: _____

Date of Execution: _____



2022 MMP Short Form for Annual Update

Facility

Parks Finishing C8 LLC # 67550
407th St.
Unionville, IA 52594

Date Due:
10/01/2022

Date Received:
09/22/2022

Date Approved:
09/27/2022

Owner

Parks Finishing C8, LLC

Contact

Brian Ritland- 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

Marion

Animal Unit Capacity / Payment Summary

Animal Type	Head	AUC	Amount (AUC * 0.15)
Swine Wean to Finish	2480	992.00	\$148.80
Total	2480	992.00	\$148.80

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

Comments

Resolution 2022-22
Compensation of Members of Election Boards

WHEREAS, Iowa Code § 49.20 authorizes the county board of supervisors to establish the compensation of members of election boards, and

WHEREAS, it is vital to the Appanoose County elections process to build and maintain a strong pool of election board members;

NOW, THEREFORE BE IT RESOLVED that the Appanoose County Board of Supervisors hereby authorizes that, effective October 3, 2022 up to five On-Call Election Officials shall be paid \$30 for the day unless called to work.

PASSED and ADOPTED this 3rd day of October, 2022.

AYES:

NAYS:

ATTEST:

Auditor

Auxiant®

Independent Solutions > Real Results

September 12, 2022

Ryan Berven and Katie Schmit
Group Benefit Partners
12337 Stratford Dr
Clive, IA 50325

Re: Appanoose County

Dear Katie and Ryan:

The anniversary date of the group's Buy Down Plan is January 1st and Auxiant serves as the administrator for this Plan. Under the terms of our Administrative Agreement, Auxiant is required to provide you with a 30-day advance notice of changes in our administrative fees beginning January 1st. Please refer to the fee information shown here.

	<u>Current Fees (1/1/2022)</u>	<u>Renewal Fees (1/1/2023)</u>
Buy Down Fee	\$7.50	\$7.50
Broker Fee	\$1.00	\$2.50

Please have the group sign and return a copy of this letter to signify their acceptance of this fee.

Thank you for giving us the opportunity to serve Adair County.

Sincerely,

Sarah LeBre
Sales Support Associate

Appanoose County accepts this fee effective January 1st 2023.

Signature

Date

Print Name

Title

Appanoose County

January 1, 2023 – December 31, 2023

Schedule A-Fee & Commission Disclosure Statement

Number of Employees Covered:	Total: 68	Single: 23	Family: 45
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<u>Monthly Fees To Be Charged:</u>	<u>Total</u>	<u>Auxiant</u>	<u>Broker</u>
Buy Down Administration	\$10.00	\$7.50	\$2.50

Notes:

- All fees above are per employee per month (PEPM) unless otherwise noted.
- *\$150 Monthly Minimum

Additional Services and Fees:

<u>Service</u>	<u>Fee</u>
Summary of Benefits and Coverage (SBC)	First draft is free annually. Requested edits or changes above and beyond the regulatory requirements are \$150 per hour with a 2-hour minimum charge.
Termination Reports	\$200 per report requested
Implementation of Non-Auxiant Enrollment Vendor	\$1500 – existing vendor \$3000 – new vendor

Please note that the Plan Sponsor shall provide timely funding of all claims and premium billings. Failure to promptly fund claims or remit premiums may result in termination of this contract.

Auxiant is the service provider of the buy down portion of this plan only, and has no financial obligation with regard to medical benefits whatsoever. This agreement shall continue for 12 months from the effective date unless terminated per the provisions of the Administration Agreement. The agreement shall automatically renew for successive twelve-month periods unless the parties agree otherwise in writing.

In signing this schedule, the Plan Sponsor acknowledges receipt, understanding, and approval of the fees detailed above.

Appanoose County

Auxiant

Authorized Signature, Title, and Date

Brian Beck
Executive Vice President, Operations

Date: _____



AGREEMENT FOR DOT-INITIATED DETOUR OF PRIMARY HIGHWAYS ONTO LOCAL ROADS

This Agreement is entered into by and between the Iowa Department of Transportation, hereinafter known as the Department; and the

Appanoose County, hereinafter known as the Local Public Agency (LPA).

WHEREAS, the Department has determined the necessity to temporarily close primary highway IA 5
from W. Terra Vista to Old IA 5 (north side of Centerville)
for the purpose of construction, reconstruction, maintenance, natural disasters, or other emergencies; and

WHEREAS, it is necessary to provide a detour for the primary highway closure period; and

WHEREAS, the LPA agrees to permit the use of its roads as a detour, more particularly described as follows:

From the Jct. IA 5 and Co. Rd. J29; North along J29 to Co. Rd. J5T, West along J5T to Co. Rd. T14, South along Co. Rd. T14 to the Jct. IA 2

Detour is for both NB/SB IA 5 Traffic

; and

WHEREAS, Authorized representatives of both the Department and the LPA shall jointly execute and sign a written report concerning the condition of the proposed detour, after jointly inspecting said road, the subject of the proposed detour; said report to be in sufficient detail as to reasonably reflect the condition of the roadway base, surface, shoulders and bridges; and

WHEREAS, the Department will review, and inspect when necessary, the bridges on the detour route and determine the maximum vehicle weight (up to 156,000 pounds) that can be safely carried on these bridges and submit this information to the LPA for its review. The LPA may choose to restrict detour traffic to only vehicles of legal weight or size. If the LPA allows oversize or overweight loads, it shall notify the Department in writing. The Department shall approve the routing of overweight vehicles on the detour route, up to the limits specified by the LPA; and

WHEREAS, the Department agrees to perform the following pre-detour maintenance, if any:

Installation of temporary traffic control detour signs for IA 5; and

WHEREAS, the Department agrees to maintain the detour and provide all traffic control devices required by the Manual of Uniform Traffic Control Devices (MUTCD), as adopted by the Department pursuant to 761 IAC 130, including the marking of no-passing zones during the period the local agency road(s) and structure(s) are being utilized as a primary road detour; and

WHEREAS, Prior to revocation of the detour, the Department shall restore the local agency road to as nearly as possible as good condition as it was prior to its designation as a temporary primary road, or adequately compensate the local agency for excessive traffic upon the local agency road during the period it was used as a temporary primary road, in accordance with Section 313.28 or Section 313.29 of the Iowa Code and Iowa DOT Policy 600.05; and

WHEREAS, The detour period is estimated to begin FY'23 and end FY'23; and
(date) (date)

WHEREAS, the parties agree to the following additional provisions, if any:

NOW, THEREFORE, BE IT AGREED that the described road be used as a detour under stipulations outlined above.

IN WITNESS WHEREOF, The parties hereto have caused this agreement to be executed by proper officers thereunto duly authorized as of the dates below indicated.

District Engineer (or designee)
Iowa Department of Transportation

Date

City representative

Date

Printed name and title of city representative

County representative

Date

Printed name and title of county representative