

OFFICE OF THE

Appanoose County Auditor

KELLY HOWARD

COURTHOUSE
201 N. 12th St., Rm 11
CENTERVILLE, IOWA 52544

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Meeting Agenda
March 20, 2023

The Appanoose County Board of Supervisors will meet Monday, March 20, 2023 at 9:00 A.M. in the Boardroom of the Courthouse. Items on the agenda include:

1. Pledge
2. Declaration of items to be added to the agenda
3. Approve minutes of the March 6, 2023 meeting
4. Approve reports (3/17 payroll)
5. Approve bills & handwritten (Marty Sias \$1,129.17)
6. Approve Liquor Licenses: K&T Damsite, Rathbun Marina (Buck Creek) and Louies Lakeside Bistro BBQ.
7. Approve GIS Data Grant Agreement: Iowa DOT ROW Bureau
8. Approve Resolution #2023-7 New Opioid Participation Agreements & Addendum to MOA
9. Approve Resolution #2023-8 Setting Public Hearing on Acceptance of Offer to Purchase Real Estate (old law center property).
10. Approve Resolution #2023-9: Secondary Roads Quarterly Transfer \$217,012.75
11. Approve Resolution #2023-10: Setting Public Hearing Tax Sale #2011-10767 (Lot 4, Block 5 in J.S. Elgin's Second Addition to Mystic, Iowa.
12. Approve FY23 EMS Income Surtax Distributions
13. Approve Hiring New Jailer, Britni McCarty (eff 3/23/23, \$18.85/hr)
14. 9:10 A.M FY24 Max Tax Levy Public Hearing
15. Approve Resolution 2023-11: Maximum Property Tax Dollars
16. Set Public Hearing FY24 County Budget
17. County Engineer report
 - a. Approve position change: Nicholas Wendland to Licensed Chemical Applicator
 - b. 9:15 A.M. Public hearing to establish an Area Service "A" on a portion of 219th Ave north and west of Boyer Ridge Road
 - c. Approve Resolution #2023-12: Area Service "A" on a portion on 219th Ave north and west of Boyer Ridge Road
 - d. 9:20 A.M. Public hearing to establish an Area Service "B" on a portion of an unnamed road Sections 5 & 4, Township 68N, Range 16W
 - e. Approve Resolution #2023-13: Area Service "B" on a portion of an unnamed road Sections 5 & 4, Township 68N, Range 16W
 - f. 9:25 A.M. Public hearing to correct Resolution 2022-32 to vacate a portion of an alley in Jerome
 - g. Approve Resolution #2023-14: correction to Resolution 2022-32 to vacate a portion of an alley in Jerome

- h. Award projects for FM 2023 Rock letting FM-C004(124)—55-04 to low bidders Douds Stone and Cantera Aggregates, and authorize the County Engineer to execute contract documents on behalf of Appanoose County.
 - i. Approve Funding Agreement with Iowa Department of Transportation for project no. FM-TSF-C004(123)—5B-04, Traffic Safety Improvement Program funding for the construction of paved shoulders, safety edge, and center/edgeline rumble strips on County Road J46 from the east corporate limits of Numa to 185th Avenue
- 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. Public Comments
 - 20. Adjourn

Posted 3/16/23

March 6, 2023

Appanoose County Board of Supervisors met in regular session March 6, 2023 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 February 21, 2023 meeting. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the 3/3 payroll and 1/23 Prisoner Room & Board. Seconded by Kulmatycki. All voted aye.

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

Alliant	Electric Light & Power	1756.86
Amazon	Building Repair & Maintce	49.95
App Co Auditor	Off. Supplies & Forms	35.00
Sec Rds	Fuels	2202.72
App Co Tourism	Contrib. & Purchase Serv	20265.52
Baker's	Engineering Services	756.97
Bratz Oil	Engineering Services	29.36
Rick Burkland	Engineering Services	149.95
Cantera Aggregates	Engineering Services	667.73
Cville Iron	Engineering Services	884.87
Cville Wtrwks	Water & Sewer	658.08
Central IA Fasteners	Engineering Services	38.84
Chariton Valley Elec	Engineering Services	45.91
City Cville	Salary-Regular Employees	5594.41
City of Plano	Maintenance Contract	180.36
City of Unionville	Maintenance Contract	133.46
S Cole	Educational & Train.Serv.	280.00
Davison Fuels & Oil	Fuels	46.98
Des Moines Diesel	Engineering Services	3299.56
S Dittmer	Legal Serv. Dep-Subp-Tran	546.20
Eastern IA Tire	Engineering Services	159.65
ESRI	Engineering Supplies	1598.49
First National Bank	Educational & Train.Serv.	228.30
Fogle TV	Equip. Parts & Supplies	172.80
GreatAmerica	Off. Equip Repair & Maint	393.67
Hotsy Cleaning Systems	Engineering Services	879.00
IA Dept of Transp	Engineering Services	547.43
Iowa Bridge & Culvert	Bridge & Culvert Maint.	69085.34
IA Law Enforcement Academy	Educational & Train.Serv.	150.00
IA Media Network	Typing-Print.-Bind.Serv.	661.60
JDR Farms Trucking	Engineering Services	4731.30
Kimball	Engineering Services	1594.26
R Lamb	Medical & Health Services	600.00
Lynn Card Co	Contract Services	55.95
Mail Serv	Vehicle Renewal Notices	491.13
MARC	Engineering Services	168.51
Mercy Med Ctr	Engineering Services	105.00
MMIT	Off. Supplies & Forms	103.43
Myers Custom Signs	Contract Services	365.00
Natel	Telephone & Telegr.Serv.	472.36
O'Halloran Int'l	Engineering Services	471.12

Official Pest Control	Extermination Services	120.00
Ottumwa Courier	Off. Supplies & Forms	68.39
R Pfannebecker	Building Repair & Maintce	180.00
Quick Shop	Transportation	203.01
River Hills	Medical & Health Services	378.00
G Roefer	Medical & Health Services	200.00
Safety X-Treme	Engineering Services	3234.00
B Skinner	Educational & Train.Serv.	13.55
SMART Vending	Food Preparation Service	1002.20
Smith Fertilizer	Engineering Services	1133.60
Solutions	Computer & Microfilm Supp	7240.00
Sybis	Other Equipment	1084.00
Thomas Funeral Home	Funeral Services	900.00
US Bank	Mileage & Transp. Expense	40.20
US Bank	Engineering Services	2705.29
US Cellular	Off. Supplies & Forms	668.82
Vanguard Appraisals	Appraisal & Consultant Se	2325.00
Vaughn Auto	Engineering Services	1767.74
Verizon	Engineering Supplies	200.04
Walker Welding	Engineering Services	242.58
Windstream	Telephone & Telegr.Serv.	903.61
Xerox	Off. Supplies & Forms	292.61
Grand Total		145559.71

Jason Fraser spoke about Woda Cooper, a housing development company wanting to put up a 33 unit senior housing building where the old law center currently sits. They will be applying for a grant but a requirement is that the property be owned by one entity. There is county and joint city/county property they require for the development. The board requested their investment in the property back.

Kulmatycki motioned to approve the liquor license for Appanoose Country Club. Seconded by McGill. All voted aye.

McGill motioned to approve the Bond to Insure Against Double Payment for Brian Felton warrant #52053 \$450. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve the FY24 PPME, Local 2003 Union Contract. Seconded by McGill. All voted aye.

McGill motioned to modify and approve the County Engineer Contract for one year. Seconded by Kulmatycki. All voted aye.

McGill motioned to set FY24 Max Tax Levy public hearing for 3/20/23 at 9:10 A.M. Seconded by Kulmatycki. All voted aye.

John Hansen was not present.

McGill motioned to approve Resolution 2023-4. Seconded by Kulmatycki. All voted aye.

RESOLUTION TO ESTABLISH AN AREA SERVICE "A" ROAD PUBLIC HEARING

Appanoose County

WHEREAS, as to request has been made with the Appanoose County Board of Supervisors, asking that action be taken to establish an Area Service "A" Road on the following described county road:

A strip of land 66 feet wide, being 33 feet on each side of the following described centerline of 219th Avenue; commencing at the intersection of the centerline of Boyer Ridge Road, Thence Northwesterly 70 feet along a curve whose radius is 125 feet; Thence Northwesterly 472 feet along a curve whose radius is 385 feet; Thence West 244 feet; Thence Northwesterly 410 feet along a curve whose radius is 550 feet; Thence Northwest 234 feet; Thence to the Northeasterly 375 feet along a curve whose radius is 280 feet; Thence Northeast 297 feet; Thence Northwesterly 308 Feet along a curve whose radius is

235 feet; Thence Northwest 197 feet; Thence Northwesterly 272 feet along a curve whose radius is 560 feet; Thence Northwest 275 feet; Thence Northwesterly 207 feet along a curve whose radius is 390 feet; Thence Northwest 22 feet to the end of the described road, all in Section 31 Township 70N Range 17W and Section 36 Township 7N Range 18W.

NOW THEREFORE BE IT RESOLVED that a hearing on the proposed upgrade will be held in the Board Room, Appanoose County Courthouse, 201 N 12th, Centerville, IA 52544 at 9:15 AM on Monday March 20, 2023 in accordance with Iowa Code Chapter 306. Any person owning land abutting the road proposed to be upgraded shall have the right to file, in writing, a claim for damages at the time on or before the date and time of the hearing.

/s/Linda Demry, Chair Appanoose County Board of Supervisors 3/6/2023

ATTEST /s/ Kelly Howard, Appanoose County Auditor 3/6/2023

McGill motioned to approve Resolution 2023-5. Seconded by Kulmatycki. All voted aye.

RESOLUTION TO ESTABLISH AN AREA SERVICE "B" ROAD PUBLIC HEARING

Appanoose County

WHEREAS, as to request has been made with the Appanoose County Board of Supervisors, asking that action be taken to establish an Area Service "B" Road on the following described county road:

That portion of an unnamed road (528th Street from the County road grid system) commencing at a point 250 feet West of the Southeast Corner of the Northeast Quarter of the Southeast Quarter of Section 4 Township 68N Range 16W thence running east approximately 0.28 miles to the western right of way of 303rd Ave, with a right-of-way width of 40 feet.

NOW THEREFORE BE IT RESOLVED that a hearing on the proposed establishment will be held in the Board Room, Appanoose County Courthouse, 201 N 12th, Centerville, IA 52544 at 9:20 AM on Monday March 20, 2023 in accordance with Iowa Code Chapter 306. Any person owning land abutting the road proposed to be established shall have the right to file, in writing, a claim for damages at the time on or before the date and time of the hearing.

/s/Linda Demry, Chair Appanoose County Board of Supervisors 3/6/2023

ATTEST/s/ Kelly Howard, Appanoose County Auditor 3/6/2023

McGill motioned to approve Resolution 2023-6. Seconded by Kulmatycki. All voted aye.

RESOLUTION FOR ROAD VACATION PUBLIC HEARING

Appanoose County

WHEREAS, a request has been made with the Appanoose County Board of Supervisors asking that action be taken to correct Resolution 2022-32 to vacate and close a section of Appanoose County Secondary Road, described as follows:

The remaining portion of a 20-foot-wide alley running north and south 125 feet west of 138th Ave, in Sidle's 2nd, Subdivision Southwest Quarter of the Northeast Quarter Section 3 Township 68 North, Range 19 West more particularly described as follows:

Beginning at the Northwest Corner of Lot 7 Block 8, then proceeding south to the Southwest corner of Lot 8 Block 8, thence west to the Southeast corner of Lot 5 Block 8, thence north to the Northeast corner of Lot 6 Block 8, thence east to the point of beginning all located in Sidle's 2nd Subdivision in the Southwest Quarter of the Northeast Quarter Section 3 Township 68 North, Range 19 Appanoose County Iowa.

NOW THEREFORE BE IT RESOLVED that a hearing on the proposed vacation will be held in the Board Room, Appanoose County Courthouse, 201 N 12th, Centerville IA 52544 at 9:25 AM on Monday March 20th, 2023

in accordance with Iowa Code Chapter 306. Any person owning land abutting the road proposed to be vacated and closed shall have the right to file, in writing, a claim for damages at the time on or before the date and time of the hearing.

/s/Linda Demry, Chair Appanoose County Board of Supervisors 3/6/2023

ATTEST/s/ Kelly Howard, Appanoose County Auditor 3/6/2023

County Engineer, Brad Skinner, provided an update to the board. They are working with the Corps on brush cutting S70. The brush tractor transmission is out. Crews continue to work on roadside cleanup. The bridge on 135th has been graded and rip rap done. The beams were set last week. Project expected to be complete the end of April.

Delaney Evers provided the annual Tourism report.

At 9:30 rock bids were opened. Three bids were received (Cantera, Douds and L&W). Kulmatycki motioned to approve the rock bids during the next board meeting (3/20). Seconded by McGill. All voted aye.

Public Comments: Nancy Kincaid from Appanoose County Family Alliance requested the Courthouse be lit blue in April for Child Abuse Awareness month.

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

The Board adjourned to meet the call of the Auditor at 9:39 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

State of Iowa
County of APPANOOSE COUNTY
Date to be Paid 3/07/2023



Handwritten
Claim# 54294 Warrant# 52636

Voucher Description

Vendor # 2259
MARTY SIAS
1109 E WILSON ST
CENTERVILLE IA 52544

Date Ordered 3/07/2023
Date Delivered 3/07/2023
Claim Date 3/07/2023



<u>Invoice</u>	<u>Account</u>	<u>Amount</u>	<u>Description</u>
01000	01020 100 05	1129.17	Janitorial Services

Amount Claimed 1,129.17
Amount Allowed _____

AYE _____ NAY _____
AYE _____ NAY _____
AYE _____ NAY _____
AYE _____ NAY _____
AYE *[Signature]* NAY _____

I hereby certify that the within
is a just, lawful, and correct
claim for the county of
APPANOOSE COUNTY

KELLY HOWARD, AUDITOR

APPANOOSE COUNTY SHERIFF
Claim Form

Name MARTY SIAS
Street / Box 1109 E WILSON ST
City, State, Zip CENTERVILLE IA 52544
Vendor No. 2259

GENERAL BASIC

Claim # 54294

Warrant No. _____

Amount 1,129.17

Approved By _____

Date	Invoice #	Description of Item	Amount	Code No.	Remarks
02/06/2023	JANUARY	JANITOR	1,129.17	01000 01020-100 05 Salary-Regular Employees	DELIVERY DATE : 02/06/2023



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
K and T Damsite Partnership	K and T Damsite Partnership	(641) 724-3300		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
20875 Highway J5T		Moravia	Appanoose	52571-8938
MAILING ADDRESS	CITY	STATE	ZIP	
20875 Highway J5T	Moravia	Iowa	52571-8938	

Contact Person

NAME	PHONE	EMAIL
Brenda Thompson	(641) 724-3300	damsitedepot@yahoo.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class B Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Apr 1, 2023	Mar 31, 2024	

SUB-PERMITS

Class B Retail Alcohol License

PRIVILEGES



ALCOHOLIC
BEVERAGES
DIVISION
State of Iowa

State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

General Partnership

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Brenda Thompson	Moravia	Iowa	52571	Managing Member	50.00	Yes
Thomas Kracht	Moravia	Iowa	52571	Managing Member	50.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
YOUR BOAT WORKS, L.L.C.	Rathbun Marina (Buck Creek)	(641) 724-3212		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
21646 Marina Place		Moravia	Appanoose	52571
MAILING ADDRESS	CITY	STATE	ZIP	
21646 Marina Place	Moravia	Iowa	52571	

Contact Person

NAME	PHONE	EMAIL
Douglas Clemens	(641) 895-4694	doug@rathbunlakemarina.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class B Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Apr 1, 2023	Mar 31, 2024	

SUB-PERMITS

Class B Retail Alcohol License

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Sheila Clemens	Moravia	Iowa	52571	owner/secretary	25.00	Yes
Douglas Clemens	Moravia	Iowa	52571	owner/president	25.00	Yes
Brett Nuckolls	Grimes	Iowa	50111	owner/manager	50.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
The Rat Pack, Inc.	Louies lakeside Bistro BBQ	(515) 371-5599		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
21646 Marina Place	Suite 1	Moravia	Appanoose	52571
MAILING ADDRESS	CITY	STATE	ZIP	
21646 Marina Place	Moravia	Iowa	52571	

Contact Person

NAME	PHONE	EMAIL
Tim Holmes	(515) 371-5599	tholmes57@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0042440	Class C Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Apr 1, 2023	Mar 31, 2024	

SUB-PERMITS

Class C Retail Alcohol License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Tim Holmes	Albia	Iowa	52531	Pres	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

Auto Owners Insurance Company

Apr 1, 2023

Apr 1, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

**Data Grant Agreement
Concerning
the Granted Use of Geographic Information System Data**

This Data Grant Agreement is entered into this 6th day of March, 2023 by and between Appanoose County AND

Iowa DOT ROW Bureau (Hereinafter referred to as Grantee)
(Print or Type Grantee Name)

800 Lincoln Way Ames IA 50010
(Print or Type Grantee Address)

Jon Rees 515-239-1081
(Print or Type Grantee Contact Person) (Print or Type Grantee Telephone Number)

Project Name and Description: Property parcels county wide for
internal use only at DOT. For staff to
reference when working on current/future projects.

The PURPOSE OF THIS DATA GRANT AGREEMENT is to specify the terms and conditions under which Appanoose County grants the use of Appanoose County Geographic Information System (GIS) data and/or digital data products to the above mentioned Grantee for the project described.

NOTE: Appanoose County GIS cadastral map data does not replace or modify land surveys, deeds, and/or other legal instruments defining, land ownership and use.

Appanoose County has developed a digital graphic and tabular database (Geographic Information System, hereinafter GIS), depicting land and cadastral data based on NAD_1983 State Plane Iowa South FIPS 1402 Feet Coordinate System.

Appanoose County agrees to grant the use of the GIS data listed on page 4 of this agreement, which have been reviewed and are suitable for this project which benefits the citizens of Appanoose County. This GIS data will be free of charge, though there may be charges based on the direct cost of materials and services to provide the data.

Grantee agrees that the GIS Data provided under this Agreement are intended for the sole use of the Grantee in support of the specific project referenced above. GIS Data is granted for the life of the project and may be enhanced, analyzed, manipulated or output by the duly authorized agents of the requesting agency or organization but only for the purposes of the specified project.

Grantee also agrees a copy of all digital data (with appropriate documentation), publications, maps, or other geographic or summary information produced by this project shall be provided to the GIS Technician.

Grantee hereby acknowledges the limitations of the Appanoose County GIS data and information contained therein and restrictions on the use of the GIS data.

Limitations of the data and information provided

1. Appanoose County is not responsible for any hardware or software needed to access and use the data and information therein.
2. The Appanoose County GIS data distributed by Appanoose County contains information from publicly available sources. Appanoose County has developed the data for internal use. All data is provided as is, with all faults, and without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
3. The Grantee understands and acknowledges that the data and information contained therein are subject to constant change and that its accuracy cannot be guaranteed. Appanoose County makes no warranties or a guarantee, either expressed or implied, as to the accuracy, completeness, or correctness of such data, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.
4. Appanoose County shall not be subject to liability for human errors, defect or failure of machines, or any material used in connection with the machines, including but not limited to disks and energy.
5. Appanoose County shall not be subject to liability for any lost profits or consequential damages, or claims against the Grantee by Third parties. The liability of Appanoose County for damages, regardless of the form of the action, shall not exceed the fee paid for the GIS data.
6. The entire risk as to the quality, performance and usefulness of the data rests with the Grantee.
7. The Grantee releases Appanoose County and its officers, agents, consultants, contractors and employees from any and all claims, actions or causes of action for damages including, but not limited to, any costs of recovering, reprogramming or reproduction of programs or data stored in or used with the Appanoose County GIS data, damage to property, damages for personal injury or for any lost profits, lost savings or other special incidental or consequential damages arising, from the use of or inability to use the Appanoose County GIS data.
8. The Grantee shall indemnify and hold harmless Appanoose County and its officers, agents, consultants, contractors and employees from any and all liability claims or damages to any person or property arising, from or connected with the use of Appanoose County GIS data.

Restrictions on use of the data and information provided

1. The Grantee understands that this is a one-time only delivery and that Appanoose County has no responsibility for updating this product or information therein.
2. This Data Grant Agreement does not constitute a transfer of any title or interest in the Appanoose County GIS data.
3. The Grantee agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for databases, tax maps, and other collateral information, and products established or produced by Appanoose County, or the vendors furnishing said items to Appanoose County.
4. The Grantee may copy the Appanoose County GIS data granted via this agreement only for backup purposes.
5. Derived products such as graphic displays and printed tabular listings derived from Appanoose County GIS data may be used in publications and presentations, provided that credit is given to Appanoose County as the custodian of the data and credit is also given to the original source of the data if other than Appanoose County. Appanoose County also requires that in the use of this data the Grantee employ, attach or release a statement which includes the following text:
6. The Grantee shall use the GIS data exclusively for internal use and not for the use by any other person or entity, including, but not limited to, any entity which is affiliated with the Grantee.
7. In order to maintain data quality and consistency and to ensure notification to all parties regarding data updates, the Grantee agrees that the GIS data or portion thereof will not be licensed, assigned, released, published, transferred, sold or otherwise made available to a third party without the expressed written permission of Appanoose County. The Grantee should instead refer other governmental units, agencies, organizations, companies or individuals to Appanoose County for direct distribution of Appanoose County GIS data.
8. Upon the occurrence of the breach of or non-compliance with any term or provision of this Agreement, Appanoose County may provide written notice of the occurrence to the Grantee, and terminate this Agreement. This Agreement shall terminate immediately following such notice by Appanoose County. The Grantee shall, within 30 days after termination of this Agreement, return all GIS Products that were exchanged through this Agreement and are in the possession of the Grantee to Appanoose County.
9. This Grant Agreement constitutes the entire agreement between the parties hereto. This Agreement may not be changed, modified, or amended, in whole or in part, except in writing, and signed by the parties.
10. This Agreement and performance hereunder shall be governed and construed by the Laws of the State of Iowa.

Appanoose County makes no claims as to the reliability of the data or the validity of any future use of this data. Appanoose County maintains an ongoing program to record and correct errors in this data that are brought to its attention.

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

The GIS Products being provided via this agreement are: _____

County property parcels + associated attributes.

Grantee shall pay Appanoose County a one-time fee of \$ 0 for the direct cost of materials and services as itemized on the Appanoose County GIS Data Cost Analysis sheet.

The undersigned acknowledges the terms and conditions of the Data Grant Agreement specified above and warrants to Appanoose County that he/she has full power and authority to enter into, and where applicable, to act as the agent of the Cooperator and be bound to perform its obligations under this Agreement;

Authorizing Signature: Jon Rees Date 3/6/23

Print Name: Jon Rees

Title: Transportation Planner

Company or Affiliation: Iowa DOT ROW Bureau

Appanoose County acknowledges this Data Exchange Agreement as specified above:

(Chair, Appanoose County Board of Supervisors) Date _____

To submit this form please print, complete, and mail to:

GIS Technician
1200 Hwy 2 West
Centerville, Iowa 52544

RESOLUTION NO. _____

Authorizing Appanoose County to Enter Into the Settlement Agreements with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walgreen Co., Walmart, Inc., CVS Health Corporation and CVS Pharmacy, Inc.,

WHEREAS, in 2018, the County Board of Supervisors authorized Appanoose County (the "County") to enter into an engagement agreement with Crueger Dickinson LLC, Simmons Hanly Conroy LLC and von Briesen & Roper, s.c. (the "Law Firms") to pursue litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the "Opioid Defendants") in an effort to hold the Opioid Defendants financially responsible for the impact on of the Opioid Epidemic on the County and resources necessary to combat the opioid epidemic;

WHEREAS, on behalf of the County, the Law Firms filed a lawsuit against the Opioid Defendants in 2018 and have been litigating against the Opioid Defendants since that time;

WHEREAS, negotiations to settle claims against several of the Opioid Defendants, specifically Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walgreen Co., Walmart, Inc., CVS Health Corporation and CVS Pharmacy, Inc (the "Settling Defendants") have been ongoing for several years;

WHEREAS, negotiations with the Settling Defendants have resulted in proposed nationwide settlements of state and local government claims involved in the Litigation;

WHEREAS, the proposed terms of those proposed nationwide settlements are set forth in the Teva and Allergan Settlement Agreement and the Walmart, Walgreens, and CVS Settlement Agreement (collectively "Settlement Agreements");

WHEREAS, the Settlement Agreements as well as a summary of the main terms of the Settlement Agreements, the deadlines for submitting the Participation Agreements to the Settlement Agreements and the MDL Court's Order setting deadlines for any Plaintiff who declines to enter into the Settlement Agreements have been provided to the County prior to the execution of this Resolution;

WHEREAS, the Settlement Agreements provide, among other things, for the payment of a certain sum to settling government entities in Iowa including to the State of Iowa and Participating Subdivisions, as that term is defined in the Settlement Agreements ("Iowa Opioid Funds"), upon occurrence of certain events as defined in the Settlement Agreements;

WHEREAS, the Law Firms have engaged in extensive discussions with the State Attorney General's Office ("AGO") as to how the Iowa Opioid Funds will be allocated, which has resulted in the Iowa Opioid Allocation Memorandum of Understanding ("Allocation MOU"), which is an agreement between all of the entities who are signatories to the Allocation MOU;

WHEREAS, the Allocation MOU divides Iowa Opioid Funds as follows: (i) 50% to the State (“the Iowa Abatement Share”) and (ii) 50% to Participating Local Governments (“LG Share”), net of fees and costs allocated to the Iowa Backstop Fund as set forth in Section D of the Allocation MOU and in this Resolution (“LG Abatement Share”);

WHEREAS, the LG Abatement Share shall be distributed in direct payments to the Counties that are Participating Local Governments according to the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804) in the amounts set forth on Exhibit 2 to the Allocation MOU (“Direct Distribution Percentage”). The Direct Distribution Percentage will be multiplied by the total LG Abatement Share to arrive at the total allocation to the Participating Local Government (the “Direct Distribution Amount”);

WHEREAS, 100% of the Iowa Abatement Share and the LG Abatement Share, regardless of allocation, shall be utilized only for Opioid Related Expenditures incurred after the Effective Date of this MOU. The list of approved Opioid Related Expenditures are set forth in Exhibit 1 to th.

WHEREAS at least 75% of the Iowa Abatement Share and 75% of the LG Abatement Share shall be utilized for only the “Core Strategies” listed in Schedule A of Exhibit 1 to Allocation MOU;

WHEREAS, every Participating Local Government that receives a Direct Distribution Amount shall create a separate fund on its financial books and records that is designated for the receipt and expenditure of the entity’s Direct Distribution Amount, called the “LG Abatement Fund;”

WHEREAS, Funds in an LG Abatement Fund shall not be commingled with any other money or funds of the Participating Local Government, but a Participating Local Government may invest LG Abatement Fund funds consistent with the investment of other funds of a Participating Local Government;

WHEREAS, Funds in a LG Abatement Fund may be expended by a Participating Local Government only for Opioid Related Expenditures, shall be dedicated to funding opioid abatement measures as provided in the Settlement Agreements and the Allocation MOU and, for avoidance of doubt, funds in a LG Abatement Fund may not be expended for costs, disbursements or payments made or incurred prior to the Settlement;

WHEREAS, if any audit required by the Allocation MOU reveals an expenditure inconsistent with the terms of the Allocation MOU, the Participating Local Government shall immediately redirect the funds associated with the inconsistent expenditure to an Opioid Related Expenditure;

WHEREAS, the County must comply annually with the reporting requirements in the Allocation MOU;

WHEREAS, if the County elects to become a Participating Subdivision in the Settlement Agreements it will receive the benefits associated with the Settlement Agreement and the Allocation MOU, provided the County (a) approves the Settlement Agreements; (b) executes the Participation Agreements stating the County's intention to be bound by the Settlement Agreements;

WHEREAS, the intent of this Resolution is to authorize the County to enter into the Settlement Agreements by executing the Participation Agreements.

NOW, THEREFORE, BE IT RESOLVED: the County Board of Supervisors hereby approves and authorizes Linda Demry to settle and release the County's claims against the Settling Defendants in exchange for the consideration set forth in the Settlement Agreements by taking the following measures:

1. The execution and delivery of the Participation Agreement to the Settlement Agreements and any and all documents ancillary thereto.
3. The execution and delivery of any and all further and other documents necessary to effectuate the foregoing and the terms of this Resolution.

BE IT FURTHER RESOLVED: the County shall deposit the LG Share in its account titled "LG Abatement Fund" to receive the LG Abatement Share from the Settlement Agreements.

BE IT FURTHER RESOLVED that all actions heretofore taken by the Board of Supervisors and other appropriate public officers and agents of the County with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

Adopted by the Appanoose County Board of Supervisors this 20th day of March, 2023

Board Chair

ATTEST:

County Auditor

RESOLUTION NO. _____

**RESOLUTION SETTING TIME AND PLACE OF HEARING ON ACCEPTANCE OF OFFER
TO PURCHASE REAL ESTATE**

WHEREAS, Appanoose County, Iowa (the "County") is:

a) the owner of certain real estate locally known as being bare ground located at 1119 W. Van Buren and 1121 W. Van Buren, Centerville, Iowa 52544 (Assessor Parcel No. 340011035070000 and Parcel No. 340011021790000), legally described as follows:

THE EAST ONE-HALF OF LOT 12 AND WEST HALF OF LOT 13 IN
THATCHER'S ADDITION TO THE CITY OF CENTERVILLE, APPANOOSE
COUNTY, IOWA,

(the "W. Van Buren Property") and

b) the owner of a half interest (along with the City of Centerville (the "City")) of certain real estate locally known as being located on W. Washington, Centerville, Appanoose County, Iowa, (Assessor Parcel No. 340011005390000 and Parcel No. 340011005380000), legally described as follows (the "Property"):

LOT 6 IN T.M. FEE'S FIRST ADDITION TO THE TOWN OF
CENTERVILLE, APPANOOSE COUNTY, IOWA,

and

THE WEST 50 FEET OF LOT 10 IN THATCHER'S ADDITION TO THE
CITY OF CENTERVILLE, APPANOOSE COUNTY, IOWA,

(the "W. Washington Property"), and together, the W. Van Buren Property and the W. Washington Property, referred to herein as the "Property";

WHEREAS, the County Board of Supervisors desires to sell the Property to the City to be used for economic development purposes for \$34,000.00 and other valuable consideration (the "Purchase Price");

WHEREAS, the Property is being sold at fair market value;

WHEREAS, it would be in the best interests of the County to accept the City's offer to purchase the Property for the Purchase Price (the "Offer"); and

WHEREAS, in order to comply with Section 331.361, *Code of Iowa*, it is necessary to set a date, time and place of hearing on the acceptance of the Offer.

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

Section 1. The Offer will be considered by the County at a meeting to be held commencing at ____
____ A.M. on _____, 2023, in the Board of Supervisors Office located at
Appanoose County Courthouse.

Section 2. The County Auditor is hereby directed to publish a notice of the Offer, said notice to be published not less than four (4) nor more than twenty (20) days before the date of the hearing in a newspaper that meets the requirements of Section 618.14, Code of Iowa.

Section 3. This resolution shall become effective upon its passage and approval as provided by law.

PASSED AND APPROVED this ____ day of _____, 2023.

Linda Demry, Chairman
Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

NOTICE OF PUBLIC HEARING ON PROPOSAL TO CONVEY REAL ESTATE

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that the Board of Supervisors of Appanoose County, Iowa will consider a resolution to transfer and convey certain real estate locally known as 1119 W. Van Buren and 1121 W. Van Buren, Centerville, Iowa 52544 (Assessor Parcel No. 340011035070000 and Parcel No. 340011021790000), legally described as follows:

THE EAST ONE-HALF OF LOT 12 AND WEST HALF OF LOT 13 IN
THATCHER'S ADDITION TO THE CITY OF CENTERVILLE, APPANOOSE
COUNTY, IOWA,

(the "W. Van Buren Property") and

b) a half interest (along with the City of Centerville (the "City") of certain real estate locally known as being located on W. Washington, Centerville, Appanoose County, Iowa, (Assessor Parcel No. 340011005390000 and Parcel No. 340011005380000), legally described as follows (the "Property"):

LOT 6 IN T.M. FEE'S FIRST ADDITION TO THE TOWN OF CENTERVILLE,
APPANOOSE COUNTY, IOWA,

and

THE WEST 50 FEET OF LOT 10 IN THATCHER'S ADDITION TO THE CITY
OF CENTERVILLE, APPANOOSE COUNTY, IOWA,

(the "W. Washington Property"), and together, the W. Van Buren Property and the W. Washington Property, referred to herein as the "Property";

To the City of Centerville (the "City") for economic development purposes for \$34,000.00 and other valuable consideration, at a meeting to be held on April 3rd, 2023, commencing at 9:15 a.m. in the Board of Supervisors' chambers at the Appanoose County Courthouse, 201 N. 12th., Centerville, Iowa.

Persons desiring to object to said proposal may appear at said time and place set for hearing or may file written objections with the County Auditor prior thereto.

Published by order of the Board of Supervisors of Appanoose County, Iowa.

Linda Demry, Chairman
Appanoose County Board of Supervisors

Published: March 29, 2023

RESOLUTION FOR INTERFUND OPERATING TRANSFER _____

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

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

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

Section 1. The sum of \$ \$217,012.75 is ordered to be transferred from the Rural Services Fund to the Secondary Road Fund, effective 03-20-2023.

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 03-20-2023 the vote being as follows:

Ayes: _____

Nayes: _____

Attest:

County Auditor

Resolution # 2023-10

WHEREAS, it has been determined by the Board of Supervisors of Appanoose County, Iowa, that Tax Sale #2011-10767: Lot 4, Block 5, in J.S. Elgin's Second Addition to Mystic, Iowa 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 April 3, 2023 at _____ A.M. in the Appanoose County Courthouse to consider the sale of the above-described property upon motion by _____ and seconded by _____.
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 20th day of March, 2023.

APPANOOSE COUNTY BOARD OF SUPERVISORS

Ayes:

Nays:

ATTEST:

County Auditor

EMS SERVICE	25000-01200-352-36	2022	2023
	Vendor #		
Moravia First Responders	6133	6,170	\$8,618
Moulton First Responders	6134	8,892	\$8,487
Mystic First Responders	6135	4,265	\$5,606
Appanoose Co. Water Rescue	6138	2,087	\$1,496
Seymour First Responders	6136	1,089	\$743
Southern Appanoose County	6567	2,631	\$3,695
City of Centerville	590	65,601	\$70,415
TOTALS		90,735	99,060



**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 9, 2023

Appanoose County Board of Supervisors
Appanoose County Courthouse
Centerville, Iowa 52544

Dear Appanoose County Board of Supervisors,

I respectfully request the approval of Britni McCarty being hired as a fulltime Jailer. McCarty's effective date of employment is March 23, 2023.

McCarty will fill a current opening in the jail. McCarty will start at \$18.85 per hour; she will be on probation for one year, her hourly pay increases will be submitted to the Auditor until she reaches top Jailer pay.

Sincerely,

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

Gary D. Anderson

Sheriff

Cc: file

NOTICE OF PUBLIC HEARING -PROPOSED PROPERTY TAX LEVY

Fiscal Year July 1, 2023 - June 30, 2024

County Name: APPANOOSE COUNTY County Number: 04

The County Board of Supervisors will conduct a public hearing on the proposed Fiscal Year County budget as follows:

Meeting Date: 3/20/2023 Meeting Time: 09:10 AM Meeting Location: Appanoose County Courthouse, Boardroom 201 N 12th Street Centerville, IA 52544

Contact Person: Kelly Howard Contact Phone Number: (641) 856-6191

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the Board will publish notice and hold a hearing on the proposed county budget.

County Website (if available)

www.appanoosecounty.iowa.gov

County Telephone Number

(641) 856-6191

		Current Year Certified Property Tax FY 2022/2023	Budget Year Effective Property Tax FY 2023/2024	Budget Year Proposed Maximum Property Tax FY 2023/2024	Proposed Percentage Change
Taxable Valuations-General Services	1	548,871.370	559,006.919	559,006.919	
Requested Tax Dollars-General Basic	2	2,634,583		2,683,333	
Requested Tax Dollars-General Supplemental	3	1,097,743		1,229,815	
Requested Tax Dollars-General Services Total	4	3,732,326	3,732,326	3,913,048	4.84
Estimated Tax Rate-General Services	5	6.80000	6.67671	7.00000	
Taxable Valuations-Rural Services	6	354,483.383	367,225.639	367,225.639	
Requested Tax Dollars-Rural Basic	7	1,098,898		1,175,122	
Requested Tax Dollars-Rural Supplemental	8			0	
Requested Tax Dollars-Rural Services Total	9	1,098,898	1,098,898	1,175,122	6.94
Estimated Tax Rate-Rural Services	10	3.10000	2.99243	3.20000	

Explanation of increases in the budget:

Valuations increased 10,135,549 over last year. Tax levies increased to cover higher insurance rates.

If applicable, the above notice is also available online at:

Appanoose County Auditor Facebook page

The above tax rates do not include county voted levies, mental health and disabilities services levy, debt service levy and the rates of other local jurisdictions.

Regarding proposed maximum dollars, the Board of Supervisors cannot adopt a higher tax asking for these levies following the public hearing.

Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming year.

Resolution 2023-11

Approval of FY24 Maximum Property Tax Dollars

WHEREAS, the Appanoose County Board of Supervisors have considered the proposed FY24 county maximum property tax dollars for both General County Services and Rural County Services, and

WHEREAS, a notice concerning the proposed county maximum property tax dollars was published as required and posted on county website and/or social media accounts,

WHEREAS, a public hearing concerning the proposed county maximum property tax dollars was held on March 20, 2023.

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of Appanoose County that the maximum property tax dollars for General County Services and Rural County Services for FY24 shall not exceed the following:

General County Services - \$3,913,048

Rural County Services - \$1,175,122

The Maximum Property Tax dollars requested in either General County Services or Rural County Services for FY24 does represent an increase of more than 102% from the Maximum Property Tax dollars requested for FY23.

By Roll Call Vote:

Ayes: _____	Nays: _____
_____	_____
_____	_____

Passed and adopted the 20th day of March 2023.

Linda Demry, Chairperson
Appanoose County Board of Supervisors

Attest: Kelly Howard, Appanoose County Auditor

APPANOOSE COUNTY SECONDARY ROADS

1200 Hwy 2 West
CENTERVILLE IA 52544

641-856-6193 (P)

641-437-4665 (F)

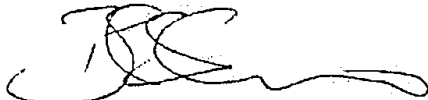
MEMO

TO: Appanoose County Board of Supervisors
FROM: Brad Skinner, County Engineer
RE: Promotion/Position Transfer
DATE: March 13, 2023

Effective March 9, 2023 Nicholas Wendland will be granted the Licensed Chemical Applicator position. Pertinent information is as follows:

NAME: Nicholas Wendland
POSITION: Licensed Chemical Applicator
WAGE: \$24.62/hour

If you have any questions, please let me know.



Brad Skinner, PE/LS
County Engineer

APPANOOSE COUNTY RESOLUTION NO. _____

**RESOLUTION FOR INCREASED LEVEL OF MAINTENANCE TO AREA SERVICE “A”
ROAD**

WHEREAS, Appanoose County desires to classify certain roads on the area service system in the County to provide for an increased level of maintenance; and

WHEREAS, Appanoose County, after consultation with the County Engineer, has the authority to reclassify certain roads within the County as Area Service “A” roads pursuant to Iowa Code Section 309.57; and

WHEREAS, the County’s road inventory systems have conflicting information regarding level of maintenance on the following described road; and

WHEREAS multiple citizens have relied upon said inventories in establishing residences and other improvements; and

WHEREAS, the Appanoose County Board of Supervisors, after consulting with the Appanoose County Engineer, desire to designate various roads in Appanoose County from Area Service “B” Roads to Area Service “A” Roads to provide for an increased level of maintenance in order to best utilize maintenance funds, and

WHEREAS, pursuant to Notice of Public Hearing duly published according to the Iowa Code, Public Hearing as held on the 20th of March, 2023 at 9:15 a.m. in the Board of Supervisors room at the Appanoose County Courthouse, Centerville, Iowa to hear support and/or objections from the public on roads so designated.

THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF APPANOOSE COUNTY that this County does hereby establish the road described as an Area Service “A” road, with increased access and an increased level of maintenance.

A strip of land 66 feet wide, being 33 feet on each side of the following described centerline of 219th Avenue; commencing at the intersection of the centerline of Boyer Ridge Road, Thence Northwesterly 70 feet along a curve whose radius is 125 feet; Thence Northwesterly 472 feet along a curve whose radius is 385 feet; Thence West 244 feet; Thence Northwesterly 410 feet along a curve whose radius is 550 feet; Thence Northwest 234 feet; Thence to the Northeasterly 375 feet along a curve whose radius is 280 feet; Thence Northeast 297 feet; Thence Northwesterly 308 feet along a curve whose radius is 235 feet; Thence Northwest 197 feet; Thence Northwesterly 272 feet along a curve whose radius is 560 feet; Thence Northwest 275 feet; Thence Northwesterly 207 feet along a curve whose radius is 390 feet; Thence Northwest 22 feet to the end of the described road, all in Section 31 Township 70N Range 17W and Section 36 Township 70N Range 18W.

Resolution adopted the 20th day of March, 2023.

Appanoose County Board of Supervisors

Board of Supervisors Chairperson

ATTEST:

Appanoose County Auditor

Prepared by Mackenzie Milani -- Assistant to the Engineer -- 1200 Hwy 2 Centerville, IA 52544 -- (641-856-6193)
Return to Brad Skinner -- Appanoose County Engineer -- 1200 Hwy 2 Centerville, IA 52544 -- (641-856-6193)

APPANOOSE COUNTY RESOLUTION NO. _____

**RESOLUTION FOR INCREASED LEVEL OF MAINTENANCE TO AREA SERVICE "B"
ROAD**

WHEREAS, Appanoose County desires to classify certain roads on the area service system in the County to provide for an increased level of maintenance; and

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

WHEREAS, the Appanoose County Board of Supervisors, after consulting with the Appanoose County Engineer, desire to designate various roads in Appanoose County on the Area Service "B" System to provide for an increased level of maintenance in order to best utilize maintenance funds, and

WHEREAS, pursuant to Notice of Public Hearing duly published according to the Iowa Code, Public Hearing as held on the 20th of March, 2023 at 9:20 a.m. in the Board of Supervisors room at the Appanoose County Courthouse, Centerville, Iowa to hear support and/or objections from the public on roads so designated.

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

That portion of an unnamed road (528th Street from the County road grid system) commencing at a point 250 feet West of the Southeast Corner of the Northeast Quarter of the Southeast Quarter of Section 5 Township 68N Range 16W thence running east approximately 0.28 miles to the western right of way of 303rd Ave, all in Sections 4 and 5 Township 68N Range 16W with a right-of-way width of 40 feet.

Resolution adopted the 20th day of March, 2023.

Appanoose County Board of Supervisors

Board of Supervisors Chairsperson

ATTEST:

Appanoose County Auditor

Prepared by Mackenzie Milani – Assistant to the Engineer – 1200 Hwy 2 Centerville, IA 52544 – (641-856-6193)
Return to Brad Skinner – Appanoose County Engineer – 1200 Hwy 2 Centerville, IA 52544 – (641-856-6193)

RESOLUTION NO. _____
RESOLUTION CORRECTING RESOLUTION NO. 2022-32

WHEREAS, a request has been made by the County Engineer to vacate a county alley which is described as follows:

The remaining portion of a 20-foot-wide alley running north and south 125 feet west of 138th Ave, in Sidle's 2nd, Subdivision Southwest Quarter of the Northeast Quarter Section 3 Township 68 North, Range 19 West is more particularly described as follows:

Beginning at the Northwest Corner of Lot 7 Block 8, then proceeding south to the Southwest corner of Lot 8 Block 8, thence west to the Southeast corner of Lot 5 Block 8, thence north to the Northeast corner of Lot 6 Block 8, thence east to the point of beginning all located in Sidle's 2nd Subdivision in the Southwest Quarter of the Northeast Quarter Section 3 Township 68 North, Range 19 Appanoose County Iowa.

WHEREAS, Resolution 2022-32 vacating an alley in Jerome, Iowa, was approved on November 21st, 2022 and was recorded by the Appanoose County Recorder on December 13th, 2022 in Book 2022 Page 3061; and

WHEREAS, Resolution 2022-32 as recorded contained minor scrivener's errors describing the property, and those errors should be corrected by resolution and recorded;

WHEREAS, on the 8th day of March 2023 notice of said hearing was sent by certified mail to the affected property owners and all utility companies whose facilities are on the road right-of-way; and

WHEREAS, on the 8th day of March 2023 a Notice of Public Hearing for the proposed road vacation was published in the Moravia Union, newspaper of general circulation in the County where said alley is located; and

WHEREAS, a hearing was held by the Appanoose County Board of Supervisors on the 20th day of March, 2023; and

WHEREAS, the Appanoose County Board of Supervisors have determined that provisions of Chapter 306 of the Iowa Code have been met; and

WHEREAS, it has been determined to in the best interest of the County and the affected property owners that the County vacate said alley; and

NOW, THEREFORE, BE IT RESOLVED by the Appanoose County Board of Supervisors that-
This document corrects scrivener errors in the Road Vacation Resolution 2022-32. Recorded document: Book 2022 Page 3061 as described above;

PASSED AND APPROVED this 20th day of March, 2023

Signed: Appanoose County Board of Supervisors

Linda Demry, Chairman

Jeff Kulmatycki, Member

Mark McGill, Member

ATTEST: _____
Kelly Howard, County Auditor

FM ROCK PROJECT FM-C004(124)--55-04 BID TAB

Division	Item Number	Description	Units	Quantity	Bidder Unit Price			Extended Amount
					L&W Quarries	Douds Stone	Canterra Agg.	
Division 1	1	405th St, From Moravia East City Limits to 288th Ave	TON	1063	\$31.13	\$17.25	\$25.97	\$18,336.75
	2	450th St, From 255th Ave to Hwy J3T	TON	1375	\$30.13	\$18.25	\$25.47	\$25,093.75
	3	477th St, From Hwy T14 to 200th Ave	TON	500	\$25.23		\$23.22	\$11,610.00
	4	485th St, From 280th Ave to 294th Ave	TON	250	\$29.88	\$18.65	\$25.97	\$4,662.50
	5	485th St, From Hwy T61 to 330th Ave	TON	500	\$30.63	\$19.30	\$26.72	\$9,650.00
	6	258th Ave, From Hwy 2 to 260th Ave	TON	688	\$29.13	\$20.28	\$24.97	\$13,952.64
	7	200th Ave, From Hwy 2 to Hwy J29	TON	1250	\$24.98		\$23.47	\$29,337.50
	8	135th Ave, From Hwy 2 to 524th St	TON	438	\$24.98		\$22.47	\$9,841.86
	9	180th Ave, 520th St, From 524th St to 207th Ave	TON	750	\$25.48		\$23.22	\$17,415.00
	10	203rd Ave, From Hwy J46 to 520th St	TON	563	\$25.98		\$23.72	\$13,354.36
	11	278th Ave, 285th Ave, From Hwy 2 to 543rd St	TON	1000	\$29.38		\$25.47	\$25,470.00
	12	543rd St, 540th St, From 285th Ave to Moulton City Limits	TON	925	\$30.63		\$26.72	\$24,716.00
	13	570th St, From Hwy 202 to 300th Ave	TON	525	\$32.13		\$27.47	\$14,421.75
	14	570th St, From 265th Ave to 269th Ave	TON	200	\$29.88		\$25.97	\$5,194.00
	15	195th Ave, From Cincinnati City Limits to Hwy J46	TON	1038	\$29.38		\$24.22	\$25,140.36
	16	200th Ave, 590th St, From Hwy 2 to Hwy T30	TON	1013	\$30.63		\$25.72	\$26,054.36
	17	153rd Ave, From Hwy J46 to 580th St	TON	788	\$26.23		\$23.47	\$18,494.36
	18	580th St, From 110th Ave to 153rd Ave	TON	1125	\$28.88		\$23.72	\$26,685.00
	19	440th St, From Hwy T61 to Davis County Line	TON	250	\$31.13	\$19.85	\$26.37	\$4,962.50
							Project Total	\$324,392.69

CONTRACT

Letting Date: March 06, 2023 Contract ID: FM-C004(124)—55-04 Bid Order No: N/A
 County: APPANOOSE Project Engineer: APPANOOSE COUNTY ENGINEER
 Cost Center: N/A Object Code: N/A DBE Commitment: N/A
 Contract Work Type: Provide aggregate, load, haul, and place

This agreement made and entered by and between the BOARD OF SUPERVISORS OF APPANOOSE CO., IOWA, CONTRACTING AUTHORITY, AND Cantera Aggregates, LLC. of Centerville, IA 52544, Contractor.

It is agreed that the notice and instructions to bidders, the proposal filed by the Contractor, the specifications, the plan, if any, for project(s) listed below, together with Contractor's performance bond, are made a part hereof and together with this instrument constitute the contract. This contract contains all of the terms and conditions agreed upon by the parties hereto. A true copy of said plan is now on file in the office of the Contracting Authority under date of 3/06/23.

PROJECT: FM-C004(124)--55-04
 WORK TYPE: Provide aggregate, load, haul, and place
 ROUTE: Various
 LOCATION: Various
 FUND: F/M

COUNTY: Appanoose
 ACCOUNTING ID: N/A
 LENGTH (MILES): Various in (13) Segments

The specifications consist of the Standard Specifications for Highway and Bridge Construction, Series 2015 of the Iowa Department of Transportation plus the following Supplemental Specifications, Special Provisions, and addendums: N/A

Contractor, for and in considerations of \$247,734.55 to provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

Contractor certifies by signature on this contract, under pain of penalties for false certification, that the Contractor has complied with Iowa Code Section 452A.17(8) as amended, if applicable, and Iowa Code Section 91C.5 (Public Registration Number), if applicable.

In consideration of the foregoing, Contracting authority hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications.

It is further understood and agreed that the above work shall also be commenced or completed in accordance with Page 1B of this Contract and assigned Proposal Notes.

To accomplish the purpose herein expressed, the Contracting authority and Contractor have signed this and one other identical instrument.

By _____,
 Contractor

 Contractor (if joint venture)

By _____,
 Contracting Authority

 Contract Award Date

Letting Date: March 06, 2023

Contract ID: FM-C004(124)—55-04

Bid Order No: N/A

It is further understood and agreed that the above work shall be commenced or completed in accordance with the following schedule:

SITE NUMBER	CONTRACT PERIOD /SITE DESCRIPTION	LIQUIDATED DAMAGES
-------------	-----------------------------------	--------------------

Start Date:

April 3, 2023

\$100.00

Completion Date:

June 15, 2023

CONTRACT NOTES

Description of Work: Farm to Market Rock Letting – Bid to provide, load, haul and place Class “D” Crushed Stone on site.

- Each item is to be considered Separately
- Successful bidder must provide proof of adequate insurance as per IDOT spec. 1107.02.
- Successful bidder must provide proof that each driver is participating in an approved Iowa DOT Random Drug Screening Program.
- Hauling will be suspended if the Quarry cannot maintain 750 tons per day haul rate.
- County Engineer will suspend hauling on days that secondary roads are being damaged due to haul.
- Start of Delivery and Hauling for each item will be coordinated in advance with the County Engineer or Road Superintendent.
- Hauling will be done during working hours which are 7:00 AM to 4:00 PM, Monday through Friday.

BID SUMMARY

Item No.	Location	Tons	Unit Price	Extention
3	477th St, From Hwy T14 to 200th Ave	500	\$23.22	\$11,610.00
7	200th Ave, From Hwy 2 to Hwy J29	1250	\$23.47	\$29,337.50
8	135th Ave, From Hwy 2 to 524th St	438	\$22.47	\$9,841.86
9	180th Ave, 520th St, From 524th St to 207th Ave	750	\$23.22	\$17,415.00
10	203rd Ave, From Hwy J46 to 520th St	563	\$23.72	\$13,354.36
11	278th Ave, 285th Ave, From Hwy 2 to 543rd St	1000	\$25.47	\$25,470.00
12	543rd St, 540th St, From 285th Ave to Moulton City Limits	925	\$26.72	\$24,716.00
13	570th St, From Hwy 202 to 300th Ave	525	\$27.47	\$14,421.75
14	570th St, From 265th Ave to 269th Ave	200	\$25.97	\$5,194.00
15	195th Ave, From Cincinnati City Limits to Hwy J46	1038	\$24.22	\$25,140.36
16	200th Ave, 590th St, From Hwy 2 to Hwy T30	1013	\$25.72	\$26,054.36
17	153rd Ave, From Hwy J46 to 580th St	788	\$23.47	\$18,494.36
18	580th St, From 110th Ave to 153rd Ave	1125	\$23.72	\$26,685.00

Project Total **\$247,734.55**

CONTRACT

Letting Date: March 06, 2023 Contract ID: FM-C004(124)—55-04 Bid Order No: N/A
County: APPANOOSE Project Engineer: APPANOOSE COUNTY ENGINEER
Cost Center: N/A Object Code: N/A DBE Commitment: N/A
Contract Work Type: Provide aggregate, load, haul, and place

This agreement made and entered by and between the BOARD OF SUPERVISORS OF APPANOOSE CO., IOWA, CONTRACTING AUTHORITY, AND Douds Stone, LLC. of Ottumwa, IA 52501, Contractor.

It is agreed that the notice and instructions to bidders, the proposal filed by the Contractor, the specifications, the plan, if any, for project(s) listed below, together with Contractor's performance bond, are made a part hereof and together with this instrument constitute the contract. This contract contains all of the terms and conditions agreed upon by the parties hereto. A true copy of said plan is now on file in the office of the Contracting Authority under date of 3/06/23.

PROJECT: FM-C004(124)--55-04
 WORK TYPE: Provide aggregate, load, haul, and place
 ROUTE: Various
 LOCATION: Various
 FUND: F/M

COUNTY: Appanoose
 ACCOUNTYING ID: N/A
 LENGTH (MILES): Various in (6) Segments

The specifications consist of the Standard Specifications for Highway and Bridge Construction, Series 2015 of the Iowa Department of Transportation plus the following Supplemental Specifications, Special Provisions, and addendums: N/A

Contractor, for and in considerations of \$76,658.14 to provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

Contractor certifies by signature on this contract, under pain of penalties for false certification, that the Contractor has complied with Iowa Code Section 452A.17(8) as amended, if applicable, and Iowa Code Section 91C.5 (Public Registration Number), if applicable.

In consideration of the foregoing, Contracting authority hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications.

It is further understood and agreed that the above work shall also be commenced or completed in accordance with Page 1B of this Contract and assigned Proposal Notes.

To accomplish the purpose herein expressed, the Contracting authority and Contractor have signed this and one other identical instrument.

By _____, _____
Contractor Contractor (if joint venture)

By _____, _____
Contracting Authority Contract Award Date

Letting Date: March 06, 2023

Contract ID: FM-C004(124)—55-04

Bid Order No: N/A

It is further understood and agreed that the above work shall be commenced or completed in accordance with the following schedule:

SITE NUMBER	CONTRACT PERIOD /SITE DESCRIPTION	LIQUIDATED DAMAGES
----------------	--------------------------------------	-----------------------

Start Date:

April 3, 2023

\$100.00

Completion Date:

June 15, 2023

CONTRACT NOTES

Description of Work: Farm to Market Rock Letting – Bid to provide, load, haul and place Class “D” Crushed Stone on site.

- Each item is to be considered Separately
- Successful bidder must provide proof of adequate insurance as per IDOT spec. 1107.02.
- Successful bidder must provide proof that each driver is participating in an approved Iowa DOT Random Drug Screening Program.
- Hauling will be suspended if the Quarry cannot maintain 750 tons per day haul rate.
- County Engineer will suspend hauling on days that secondary roads are being damaged due to haul.
- Start of Delivery and Hauling for each item will be coordinated in advance with the County Engineer or Road Superintendent.
- Hauling will be done during working hours which are 7:00 AM to 4:00 PM, Monday through Friday.

BID SUMMARY

Item No.	Location	Tons	Unit Price	Extention
1	405th St, From Moravia East City Limits to 288th Ave	1063	\$17.25	\$18,336.75
2	450th St, From 255th Ave to Hwy J3T	1375	\$18.25	\$25,093.75
4	485th St, From 280th Ave to 294th Ave	250	\$18.65	\$4,662.50
5	485th St, From Hwy T61 to 330th Ave	500	\$19.30	\$9,650.00
6	258th Ave, From Hwy 2 to 260th Ave	688	\$20.28	\$13,952.64
19	440th St, From Hwy T61 to Davis County Line	250	\$19.85	\$4,962.50

Project Total \$76,658.14

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR TRAFFIC SAFETY IMPROVEMENT PROGRAM FUNDING
(Site-Specific Improvement)**

County	<u>Appanoose</u>
Recipient	<u>Appanoose County</u>
Project No.	<u>FM-TSF-C004(123)--5B-04</u>
Iowa DOT	
Agreement No.	<u>2024-TS-021</u>

This agreement is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Appanoose County, Iowa, hereinafter designated the "Recipient". The Recipient submitted an application to the DOT for funding through the Traffic Safety Improvement Program (TSIP) under Iowa Code Section 312.2(11), and the application was approved by Transportation Commission Order No. SO-2023-38 on December 13, 2022.

Pursuant to the terms of this agreement, and applicable statutes and administrative rules, the DOT agrees to provide funding to the Recipient to aid in the development of a certain traffic safety improvement project.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. Project Information

- a. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
- b. All notices required under this agreement shall be made in writing to the DOT's and/or the Recipient's contact person. The DOT's contact person shall be the Local Systems Project Development Engineer and Central Region Local Systems Field Engineer. The Recipient's contact person shall be Brad Skinner, County Engineer.
- c. The Recipient shall be responsible for the development and completion of the following described project located in Appanoose County:

The construction of paved shoulders, safety edge, and center/edgeline rumble strips on County Road J46 from the east corporate limits of Numa to 185th Avenue. See Exhibit A-1 for the location of the project and Exhibit A-2 for the estimated project cost.

- d. Project-specific funding stipulations in order for the project to be considered eligible to receive TSIP funds include:

None.

2. Project Costs

- a. Eligible project costs for the project described in Section 1 of this agreement which are incurred after the effective date of commission approval shall be paid from TSIP funds and other funds as listed below, subject to the execution of a signed agreement:

TSIP funds: \$ 500,000

- b. The portion of the total project costs paid by TSIP shall not exceed the amount stated above or the actual cost of the TSIP eligible items, whichever is the lesser amount.

- c. If a letting is required, the project shall be let to contract before July 1, 2025, but no earlier than July 1, 2023. If a letting is not required, project activities shall be initiated prior to July 1, 2025. If any of these conditions are not met, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 12 months upon receipt of a written request from the Recipient at least 30 days prior to the deadline.
- d. Project activities or costs considered eligible for TSIP funds are those required by, or integral to, the safety aspects of the project. Eligible activities include the following: (a) road modernization, upgrading or reconstruction; (b) intersection improvements; (c) right-of-way purchases; (d) drainage and erosion control measures; (e) traffic control devices; (f) traffic barriers and other roadside safety devices; and (g) removal of trees and other fixed objects.
- e. Project activities or costs considered ineligible for TSIP funds include, but are not limited to, the following: (a) any and all costs incurred prior to commission approval of funding; (b) routine maintenance of a road, street, bridge, culvert or traffic control device; (c) contract administration costs; (d) design and construction engineering and inspection, including construction survey; (e) utility construction, reconstruction, or adjustment, except as an integral part of a project; (f) sidewalks, shared-use paths or railroad-highway crossings, except as an integral part of a project; (g) maintenance or energy costs for traffic control devices or lighting; (h) aesthetic items such as brick pavers or decorative lighting/signal poles; and (i) expenditures for items not related to the roadway. For the purposes of this agreement, pavement patching is considered maintenance.
- f. If Federal highway funds, Farm-to-Market funds, or other Federal funds are used in combination with TSIP Funds, the Recipient shall also follow all administrative and contracting procedures which would normally be used when such funds are used on a non-TSIP project. The Recipient shall comply with all requirements for the use of said funds.

3. Right of Way and Permits

- a. In the event that right-of-way is required for the project, said right-of-way shall be acquired in accordance with 761 Iowa Administrative Code Chapter 111, Real Property Acquisition and Relocation Assistance. If the project impacts the Primary Road System, the Recipient shall submit preliminary right-of-way plans to the DOT's Right of Way Bureau for review and approval prior to the commencement of any acquisition. Additionally, if said right-of-way is for an improvement to the Primary Road System, it shall be acquired in the name of the State of Iowa.
- b. The Recipient shall be responsible for obtaining any permits, such as the Work Within the Right-of-Way Permit, Access Connection/Entrance Permit, Utility Accommodation Permit, Application for Approval of a Traffic Control Device, and/or other construction permits required for the project prior to the start of construction. Neither the approval of the TSIP application for funding nor the signing of this agreement shall be construed as approval of any required permit from the DOT.
- c. The Recipient shall be responsible for obtaining any environmental permits and approvals, when necessary, to comply with all environmental regulations.

4. Project Design

- a. The Recipient shall develop all project improvements using engineering judgment. The Recipient shall use the DOT "Design Manual" on projects involving the Primary Road System and/or routes located on the National Highway System. Projects not on the Primary Road system shall use "A Policy on Geometric Design of Highways and Streets", (latest edition), by the American Association of State Highway and Transportation Officials. In all cases the "The Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD), as adopted pursuant to 761 Iowa Administrative Code, Chapter 130 shall apply.

5. Bid Letting

- a. If the project must be let for bids, then project plans, specifications and engineer's cost estimate for site specific improvements and/or traffic control devices shall be prepared and certified by a professional engineer licensed to practice in the State of Iowa. The Recipient shall submit the plans, specifications and other contract documents to the DOT for review. This submittal may be in divisions and in the order of preference as determined by the Recipient.
 - i. If the Recipient lets the project, the plans, specifications and other contract documents for each division must be submitted at least ten weeks (traffic control devices) or fourteen weeks (site specific project) prior to the project letting of each division.
 - ii. If the project will be let through the Iowa DOT, project development submittals shall follow Local Systems I.M. 3.010. The DOT shall review said submittal(s) recognizing the Recipient's development schedule and shall, after satisfactory review, authorize in writing the Recipient to proceed with implementation of the project. The work on this project shall be in accordance with the survey, plans, and specifications on file. Any substantial modification of these plans and specifications must be approved by the DOT prior to the modification being put into effect.
- b. If the Recipient lets the project, as described herein, the Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
- c. If the Recipient lets the project, then the Recipient shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit B which is attached hereto and by this reference incorporated into this agreement.
- d. If the Recipient lets the project, then for portions of the project let to bid, the Recipient shall advertise for bidders, make a good faith effort to get at least three (3) bidders, hold a public letting and award contracts for the project work. DOT concurrence in the award must be obtained prior to the award. The Recipient shall provide the DOT file copies of project letting documents within five (5) days after letting.
- e. The Recipient shall be the contracting authority for the project.

6. Construction and Maintenance

- a. The Recipient shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules.
- b. The Recipient shall be responsible for the daily inspection of the project, and the compilation of a daily log of materials, equipment and labor on the project.
- c. The Recipient shall maintain records, documents, and other evidence in support of work performed under the terms of this contract. All accounting practices applied and all records maintained will be in accordance with generally accepted accounting principles and procedures. Documentation shall be made available for inspection and audit by authorized representatives of the DOT or its designee at all reasonable times during the period of the contract and for three (3) years after the date of final payment. Reimbursement shall be based on eligible actual and indirect costs associated with performance of contract service work. The Recipient shall provide copies of said records and documents to the DOT upon request.

- d. The Recipient shall notify the DOT's contact person of the date that construction begins and the date that the project is substantially complete (i.e., when the road is re-opened to traffic).
- e. The Recipient shall require its contractors to permit the DOT authorized representative to inspect all work materials, records, and any other data with regard to agreement related costs, revenues and operating sources.
- f. Upon project completion and prior to final reimbursement for the project, the Recipient shall furnish three sets of "as-built" plans for any portion of the project which is on or intersects any primary road or primary road extension to the DOT's contact person for future maintenance and road design purposes.
- g. If this project requires the installation of or modification to a traffic control signal system, the Recipient shall be responsible for all future ownership, maintenance, operation and energy costs of said installation or modification.
- h. The Recipient hereby certifies that, for a period of five (5) years following completion of the project and receipt of final payment from the DOT, there shall be no modifications in the geometric features, the construction features, or the access management features (including driveway design and location) of the project, nor shall there be any fixed objects or obstructions placed in any clear zone established in conjunction with this project without the prior written approval of the Traffic and Safety Bureau. Failure to comply shall be considered a default under the terms of this agreement.

7. Payments and Reimbursements

- a. The Recipient may submit to the DOT periodic itemized claims for reimbursement for eligible project activities. Eligible and ineligible costs are outlined in Iowa Administrative Code (IAC) 761 Chapter 164, Traffic Safety Improvement Program (see IAC 761-164.6(312) and IAC 761-164.7(312)). Reimbursement claims shall include certification by a professional engineer licensed to practice in the State of Iowa that all eligible project activities for which reimbursement is requested have been completed in substantial compliance with the terms of this agreement. Reimbursement claims shall not be submitted until after July 1, 2023.
- b. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the construction costs or 5% of the TSIP funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld, if any.
- c. Upon completion of the project described in this agreement, a professional engineer licensed to practice in the State of Iowa shall certify in writing to the DOT that the project activities were completed in substantial compliance with the terms of this agreement. Final reimbursement of TSIP Funds shall be made only after the DOT accepts the project as complete.
- d. The Recipient shall request reimbursement and final payment from the DOT within one year of field completion of the work. If this condition is not met, the Recipient may be in default, for which the Department may revoke funding commitments.
- e. If the Recipient fails to perform any obligation under this agreement, the DOT shall have the right, after first giving thirty (30) days written notice to Recipient by certified mail return receipt requested, to declare this agreement in default. The Recipient shall have thirty (30) days from date of mailing of notice to cure the default. If the Recipient cures the default, the Recipient shall notify DOT no later than five (5) days after cure or before the end of said thirty (30) day period to cure default. Within ten

January 2023

(10) working days of receipt of Recipient's notice of cure, the DOT shall issue either a notice of acceptance of cure or notice of continued default.

- f. In the event a default is not cured the DOT may revoke funding commitments and/or seek repayment of TSIP Funds granted by this agreement through charges against the Recipient's road use tax funds.

8. General Provisions

- a. This agreement shall be considered to be in default if the DOT determines that the Recipient's application for funding contained inaccuracies, omissions, errors or misrepresentations.
 - b. To the extent allowed by law, the Recipient agrees to indemnify, defend and hold the DOT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, or inspection of this project. To the extent allowed by law, this agreement to indemnify, defend and hold harmless applies to all aspects of the DOT's application review and approval process, plan and construction reviews, and funding participation.
 - c. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
 - d. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), and the associated Federal regulations that implement these laws.
 - e. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Non-Federal-aid Project Development Guide (Non-Federal-aid Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The Recipient shall follow the applicable procedures and guidelines contained in the Non-Federal-aid Guide and I.M.s in effect at the time project activities are conducted.
 - f. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
 - g. This agreement is not assignable without the prior written consent of the DOT.
 - h. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
 - i. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days' notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. DOT and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the state or federal courts absent exhaustion of the provisions of this paragraph for arbitration.
 - j. This agreement, including referenced exhibits, constitutes the entire agreement between the DOT and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the DOT and Recipient.
-

January 2023

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2024-TS-021 as of the date shown opposite its signature below.

Appanoose County, Iowa:

By: _____ Date _____, 20____.
Title: _____

I, _____, certify that I am the Auditor of the County, and that
_____, who signed said Agreement for and on behalf of the County was duly
authorized to execute the same by virtue of a formal Resolution duly passed and adopted by the County,
on the ____ day of _____, 20____.

Signed _____ Date _____, 20____.
Appanoose County Auditor

Iowa Department of Transportation:

By: _____ Date _____, 20____.
Steve J. Gent
Director,
Traffic and Safety Bureau

CHECKLIST AND CERTIFICATION
For the Utilization of Targeted Small Businesses (TSB)
On Non-Federal-aid Projects (Third-Party State-Assisted Projects)

Recipient: _____ Project Number: _____

County: _____ Agreement Number: _____

1. Were the names of qualified TSB firms obtained from the Iowa Economic Development Authority? ☐ YES ☐ NO

If no, explain _____

2. Were qualified TSB firms notified of project? ☐ YES ☐ NO

If yes, by ☐ letter, ☐ telephone, ☐ personal contact, or ☐ other (specify) _____

If no, explain _____

3. Were bids or proposals solicited from qualified TSB firms? ☐ YES ☐ NO

If no, explain _____

4. Was a goal or percentage established for TSB participation? ☐ YES ☐ NO

If yes, what was the goal or percentage? _____

If no, explain why not: _____

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts? ☐ YES ☐ NO

If no, what action was taken by Recipient? _____

Is documentation in files? ☐ YES ☐ NO

6. What was the dollar amount reimbursed to the Recipient
from the Iowa Department of Transportation?

\$ _____

What was the final project cost?

\$ _____

What was the dollar amount performed by TSB firms?

\$ _____

Name(s) and address(es) of the TSB firm(s) _____
(Use additional sheets if necessary)

Was the goal or percentage achieved? ☐ YES ☐ NO

If no, explain _____

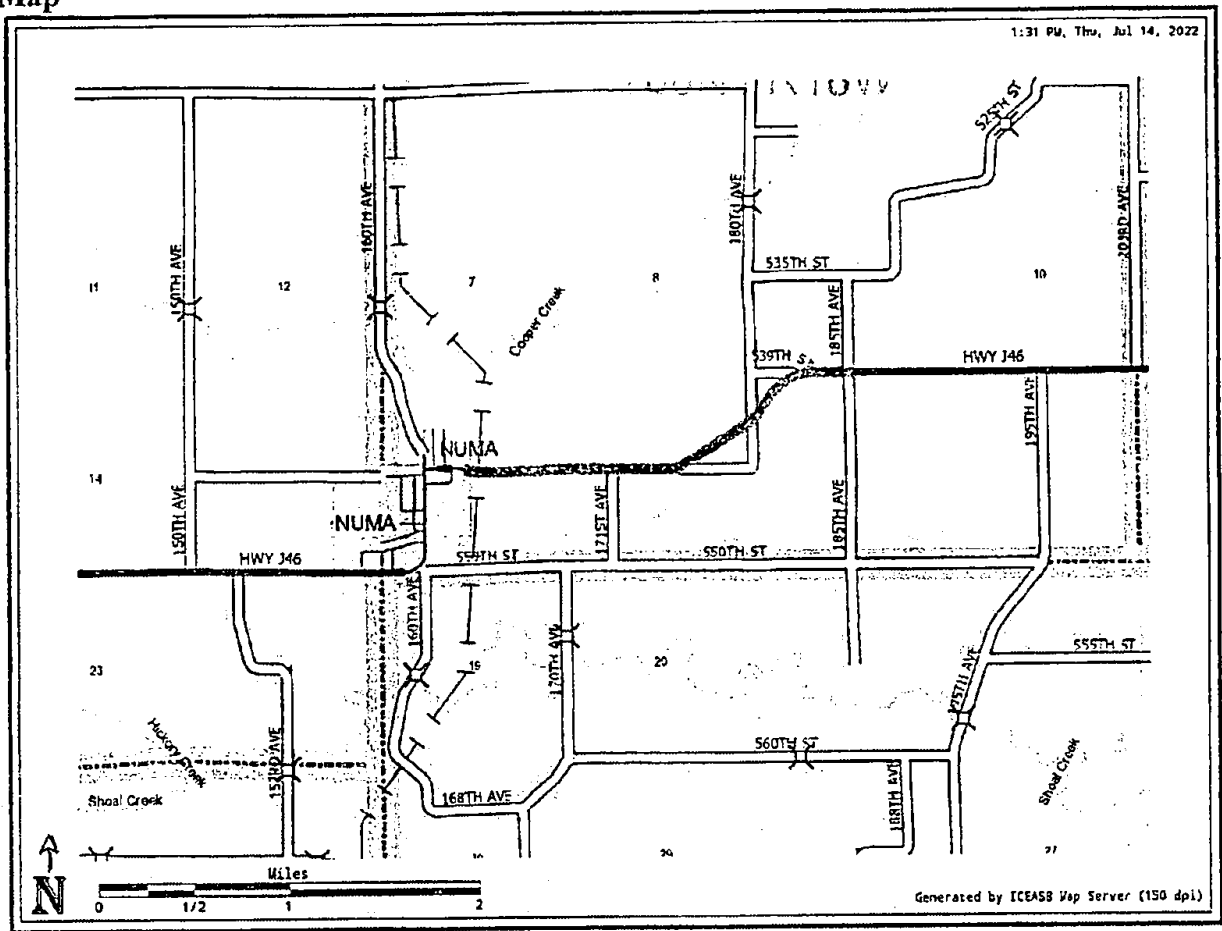
As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

Title

Signature

Date

Map



Cost Estimate

Item No.	Item Code	Item	Unit	\$/Unit	Total Quantity	Total Cost	Safety Quantity	Safety Cost
10	2102-2625000	Embankment-in-Place	CY	\$ 25.00	9,000	\$ 225,000	9,000	\$ 225,000
20	2121-7425020	Granular Shoulders, Type B	TON	\$ 32.00	2,270	\$ 72,640	1663	\$ 53,216
30	2213-2713300	Excavation, Class 13, for Widening	CY	\$ 20.00	900	\$ 18,000	900	\$ 18,000
40	2213-8201030	3" HMA Base Widening	TON	\$ 31.00	1,748	\$ 54,188	1748	\$ 54,188
50	2214-5145150	Pavement Scarification	SY	\$ 1.50	164,000	\$ 246,000		
60	2303-1032500	Hot Mix Asphalt Std Traffic Int. Course 1/2 in	TON	\$ 50.00	9,926	\$ 496,300	874	\$ 43,700
70	2303-1033500	Hot Mix Asphalt Std Traffic Surface Course 1/2 in	TON	\$ 50.00	9,926	\$ 496,300	874	\$ 43,700
80	2303-1258284	Asphalt Binder PG 58-28H, High Traffic	TON	\$ 690.00	1,191	\$ 821,790	105	\$ 72,450
90	2303-6911000	Hot Mix Asphalt Pavement Samples	LS	\$ 4,500.00	1	\$ 4,500		
100	2303-9091010	Rumble Strip Panel (HMA Surface)	EACH	\$ 825.00	2	\$ 1,650		
110	2416-1180024	Culvert, Concrete Roadway Pipe	LF	\$ 165.00	80	\$ 13,200	80	\$ 13,200
120	2506-498400	Flowable Mortar	CY	\$ 450.00	60	\$ 27,000	60	\$ 27,000
130	2526-8285000	Construction Survey	LS	\$ 15,000.00	1	\$ 15,000		
140	2527-9263109	Painted Pavement Markings	STA	\$ 12.00	670	\$ 8,040		
150	2528-8445110	Traffic Control	LS	\$ 7,000.00	1	\$ 7,000		
160	2528-8445113	Flaggers	EACH	\$ 540.00	40	\$ 21,600		
170	2528-8445115	Pilot Cars	EACH	\$ 805.00	10	\$ 8,050		
180	2533-4980005	Mobilization	LS	\$ 10,000.00	1	\$ 10,000		
190	2548-0000100	Milled Shoulder Rumble Strips, HMA Surface	STA	\$ 20.00	238	\$ 4,760	238	\$ 4,760
TOTAL CONSTRUCTION COST:						\$ 2,551,018	SAFETY COST:	\$ 555,214
10% CONT.						\$ 255,102		\$ 55,521
ESTIMATED COST:						\$ 2,806,120		\$ 610,735

Time Schedule

Project Design

Project Reviews

TSIP Grant Award

Project Letting

Construction

July 2023 thru August 2024

September 2024 thru March 2025

January 2023 thru April 2024

November 2025

April 2026 thru November 2026

EXHIBIT B
UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES
ON NON-FEDERAL AID PROJECTS
(THIRD-PARTY STATE-ASSISTED PROJECTS)

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-348-6159) or from its website at: <https://www.iowaeda.com/small-business/targeted-small-business/>.
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available on-line at:

https://www.iowadot.gov/local_systems/publications/tsb_contract_provision.pdf
 - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project and forwarded to: Iowa Department of Transportation, Civil Rights Bureau, 800 Lincoln Way, Ames, IA 50010.