

OFFICE OF THE

Appanoose County Auditor

KELLY HOWARD

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Meeting Agenda

May 1, 2023

The Appanoose County Board of Supervisors will meet Monday, May 1, 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 April 17, 2023 meeting
4. Approve reports (4/28 payroll, DHS & VA Quarterly Reports and March Prisoner Room & Board)
5. Approve bills
6. Jon Kenney, NATEL: Project update
7. Approve Appanoose County Fleet Safety Policy
8. Approve Cost Advisory Services Contract FY2023-2025
9. Approve Conservation Board Part Time Technician Resignation/Hiring
10. Approve Procurement Policy
11. County Engineer report
 - a. Approve Position Change John Duley, Mechanic
12. Public Comments
13. Adjourn

Posted 4/26/23

April 17, 2023

Appanoose County Board of Supervisors met in regular session April 17, 2023 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Linda Demry, Chairperson, Mark McGill, and Jeff Kulmatycki (via phone) Boardmembers. Absent: none.

The meeting started with the pledge.

Scratch #20 (9:35 A.M. Public Hearing: Acceptance of Offer to Purchase Real Estate) & #21 Approve Purchase Agreement and Quit Claim Deed. McGill motioned to approve the amended agenda. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the minutes from the April 3 & 5, 2023 meetings. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve 4/14 payroll, Auditor, Recorder & Sheriff Quarterly Reports and Wells Township Financials. Seconded by Kulmatycki. All voted aye.

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

Access Sys	Typing-Print.-Bind.Serv.	142.97
ADLM EM	Contrib. & Purchase Serv	3079.25
Agriland FS	Engineering Services	21578.58
Albia Newspapers	Typing-Print.-Bind.Serv.	1740.74
Alliant	Electric Light & Power	9543.07
Amer Home Fdg	Community Support Program	1641.38
App Co Auditor	Tort Liability Ins.	6000.00
App Co Historical Society	Contrib. & Purchase Serv	750.00
Sec Rds	Fuels	2763.42
App Co Treas	Off. Supplies & Forms	206.16
App Comm Care	Homemaker-Home Health Aid	3421.00
Auto-Jet Muffler	Engineering Services	731.04
Bailey Off	Off. Equip Repair & Maint	336.50
Baker's	Engineering Services	132.98
Blue Sun Graphics LLC	Park Maint. & Supplies	100.00
Bob Barker	Jail Equip. & Furniture	138.89
Bratz Oil	Mileage & Transp. Expense	402.67
BUG PRO	Extermination Services	90.00
C-D Supply	Custodial Supplies	244.05
Calhoun Burns	Engineering Services	3517.30
Cantera Aggregates	Engineering Services	54902.24
Capital One	Engineering Services	47.33
Card Services	Park Maint. & Supplies	390.32
CarQuest	Engineering Services	690.48
Centec	Care of Soldiers Graves	93.82
Centerville Body Shop	Vehicle Repair & Maintce	72.50
Cville Iron	Engineering Services	129.60
Cville Wtrwks	Water & Sewer	59.62
C'ville Produce & Feed	Park Maint. & Supplies	84.83
Central IA Fasteners	Engineering Services	255.75
Chariton Valley Elec	Electric Light & Power	399.18
City Cville	Salary-Regular Employees	7071.06
City of Ottumwa/SIRG	Construction & Maint.	8783.74
Corydon Vet Clinic	Park Maint. & Supplies	62.50
Davis Co Sch	Community Support Program	800.00
Davis Co Daycare	Community Support Program	1696.84
Diagnostic Imaging	Medical & Health Services	30.00
Don's Truck Sales	Engineering Services	13.06
Douds Stone	Engineering Services	3776.38

Drake Library	Contrib. & Purchase Serv	10750.00
Eastern IA Tire	Engineering Services	6656.04
ESRI	Computer & Microfilm Supp	2090.00
Farm & Home Publishers	Typing-Print.-Bind.Serv.	500.00
First National Bank	Dues & Memberships	37.50
Fogle TV	Equip. Parts & Supplies	192.29
Galls	Uniforms	244.15
Garrett Memorial Library	Contrib. & Purchase Serv	6650.00
D Gee	Contract Services	162.98
Gradient9 Studios	Computer & Microfilm Supp	400.00
W Henderson	Building Perm. Improvemnt	175.02
Hills San	Garbage Serv	555.00
Historic Livingston Fdn	Contrib. & Purchase Serv	250.00
Housby Mack	Engineering Services	207.21
Hy-Vee	Medical & Health Services	10172.89
Impressive Designs	Off. Supplies & Forms	32.00
Interstate Batt	Engineering Services	395.85
ICRA	Educational & Train.Serv.	100.00
IA Media Network	Typing-Print.-Bind.Serv.	1069.46
IA Prison Industries	Engineering Services	100.00
IA Sec State	Voter Registration Serv.	82.53
IA Workforce	Off. Supplies & Forms	386.71
John Deere	Engineering Services	2125.57
Kids World	Community Support Program	2016.00
Kimball	Engineering Services	289.67
Kone	Heat-Cool-Elevator-Rpr-Mn	391.68
L&W Quarries	Engineering Services	3517.77
K Laurson	Educational & Train.Serv.	151.27
LexisNexis	Dues & Memberships	100.00
Lockridge	Engineering Services	868.39
Mail Serv	Postage & Mailing	5297.42
MATURA	Community Support Program	854.16
MercyOne	Medical & Health Services	221.00
MHC Kenworth	Engineering Services	375.00
Mid Country Machinery	Engineering Services	228.47
Monroe Pub Hlth	Community Support Program	6507.86
Moravia Historical Society	Contrib. & Purchase Serv	400.00
Moravia Public Library	Contrib. & Purchase Serv	6650.00
Moulton Hist Soc	Contrib. & Purchase Serv	400.00
Myers Custom Signs	Transportation	50.00
Mystic Highland Cemetery	Care of Soldiers Graves	514.00
Natel	Telephone & Telegr.Serv.	55.00
O'Reilly	Engineering Services	492.77
Orchard Pl	Community Support Program	2406.22
Ottumwa Regional Hlth Ctr	Engineering Services	80.00
R Pfannebecker	Building Repair & Maintce	495.43
Polk Co Treas	Medical & Health Services	459.77
Power Ins	Building Insurance	2758.00
Prof Computer	Off. Equip Repair & Maint	31.95
Prof Rescue	Construction & Maint.	1000.00
Quill	Off. Supplies & Forms	74.97
Rainbo Oil	Engineering Services	3050.29
RASWC	Engineering Services	53.30
RRWA	Water & Sewer	27.00
River Hills	Medical & Health Services	199.00
RK Dixon	Off. Supplies & Forms	16.67
SCICAP	Community Support Program	35469.74

Seymour Tire	Engineering Services	110.50
Simmons Bldg Materials	Engineering Services	11.38
Sinclair NAPA	Engineering Services	2307.65
B Skinner	Educational & Train.Serv.	13.58
Smith Fertilizer	Engineering Services	1133.60
SJ Smith Co Inc	Engineering Services	33.94
UMB Bank, N.A.	G.O. Bonds Principal	509415.00
UnityPoint	Engineering Services	42.00
US Bank	Off. Supplies & Forms	13838.88
US Cellular	Radio and related equipme	646.01
USPS	Postage & Mailing	500.00
Verizon	Contrib. & Purchase Serv	60.00
Wapello Co Aud	Off. Supplies & Forms	108.00
Watson & Ryan	Legal & Ct-Related Serv.	910.10
Wigwam Daycare & Preschool	Community Support Program	2009.72
Windstream	Off. Supplies & Forms	1559.70
Ziegler.	Engineering Services	13214.41
Grand Total		800671.72

McGill motioned to approve the liquor license for Elliott’s General Store. Seconded by Kulmatycki. All voted aye.

Mike Matthes from PACT presented a housing strategy to the board. Brett Mihalovich requested the county match what the corporations committed. Demry stated they couldn’t make any commitments at this time due to pending legislation regarding tax levies.

McGill motioned to open the public hearing for FY23 County Budget Amendment at 9:11 A.M. Seconded by Kulmatycki. All voted aye. There were no public comments. McGill motioned to close the public hearing at 9:12 A.M. Seconded by Kulmatycki. All voted aye. McGill motioned to approve Resolution #2023-24 (FY23 County Budget Amendment). Seconded by Kulmatycki. All voted aye. A copy can be found in the Auditor’s Office. McGill motioned to approve Resolution #2023-25. Seconded by Kulmatycki. All voted aye.

RESOLUTION NO 2023-25
APPROPRIATIONS AMENDMENT

WHEREAS, Resolution No 2022-13 dated June 6, 2022 set appropriations by department for Fiscal Year 2023, and

WHEREAS, the FY23 Budget was amended on October 17, 2022 with the following appropriations by department:

<u>Dept# & Name</u>	<u>Amount</u>	<u>Dept# & Name</u>	<u>Amount</u>
22-Conservation	\$113,500	51-Courthouse	\$200,000
57-E911	\$750,000	99-Nondept	\$1,215,431

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

<u>Dept# & Name</u>	<u>Amount</u>	<u>Dept# & Name</u>	<u>Amount</u>
20-Secondary Roads	\$1,220,000	21-Veteran Affairs	\$100
36-Ambulance	\$4,060	51-Courthouse	\$77,327

The above and foregoing resolution was adopted by the Board of Supervisors of Appanoose County, Iowa on April 17, 2023, the vote thereon being as follows:

AYES: /s/Linda Demry, Mark McGill, Jeff Kulmatycki NAYS: none

/s/Linda Demry, Chairperson, Board of Supervisors

Attest: /s/ Kelly Howard, Appanoose County Auditor

McGill motioned to approve Resolution #2023-26. Seconded by Kulmatycki. All voted aye.

Resolution 2023-26

Resolution Regarding the Confidentiality of

Appanoose County Disaster Recovery Plan/Continuity of Operations Plan

WHEREAS, The Appanoose County Board of Supervisors, recognizes the threat that major emergencies and disaster events pose to people and property within our community;

WHEREAS, The Appanoose County Board of Supervisors has determined the adoption of a Disaster Recovery/Continuity of Operations Plan is necessary. The plan provides general guidelines and principles for managing and coordinating the overall planning, response, recovery and mitigation activities before, during and after major emergencies and disaster events that affect Appanoose County;

WHEREAS, Code of Iowa, Chapter 22, subsection 7, paragraph 50 identifies confidential public records as: Information and records concerning physical infrastructure, cyber security, critical infrastructure, security procedures, or emergency preparedness developed, maintained, or held by a government body for the protection of life or property, if disclosure could reasonably be expected to jeopardize such life or property.

- a. Such information includes but is not limited to information directly related to vulnerability assessments; information contained in records relating to security measures such as security and response plans, security codes and combinations, passwords, restricted area passes, keys, and security or response procedures; emergency response protocols; and information contained in records that if disclosed would significantly increase the vulnerability of critical physical systems or infrastructures to attack.
- b. This subsection shall only apply to information held by a government body that has adopted a rule or policy identifying the specific records or class of records to which this subsection applies and which is contained in such a record; and

WHEREAS, the Appanoose County Board of Supervisors advocates 100% transparency in local government, has concluded that releasing public records related to the vulnerabilities of disaster recovery efforts would be irresponsible and detrimental to the public/taxpayers and may allow bad actors to affect the integrity of the continuity of operations plan administered by the County; and NOW, THEREFORE, BE IT RESOLVED, that the Appanoose County Board of Supervisors, a government body defined in Code of Iowa Chapter 22, section 1, paragraph 1, hereby designates as a matter of public policy that any public records related to Appanoose County's Disaster Recovery/Continuity of Operations Plan and the protection, security measures, response plans, emergency preparedness, security codes/combinations/passwords, restricted physical area passes, keys, audio/video systems, emergency response protocols, vulnerabilities, and any information contained in records that if disclosed would significantly increase the vulnerability of continuity of operations shall remain confidential public records unless such public records are approved for examination or released by the Appanoose Board of Supervisors; and

FURTHER, BE IT RESOLVED, that this resolution is effective upon the date of approval by the Appanoose County Board of Supervisors.

ADOPTED AND PASSED by the Board of Supervisors of the County of Appanoose this 17th day of April, 2023

/s/: Linda Demry – Chairperson Board of Supervisors

Attest: /s/Kelly Howard - County Auditor

McGill motioned to approve the Disaster Recovery Plan/Continuity of Operations Plan.
Seconded by Kulmatycki. All voted aye.

McGill motioned to open the public hearing for ZOMA 0714-01 Rathbun Junction Subdivision from Ag to Residential for 4/17/23 at 9:15 A.M. Seconded by Kulmatycki. All voted aye. Zoning Administrator Beth Burgin spoke about the change request. There were no public comments. McGill motioned to close the public hearing at 9:16 A.M. Seconded by Kulmatycki. All voted aye. The auditor read ZOMA 0714-01. McGill motioned to approve the first reading of ZOMA 0714-01. Seconded by Kulmatycki. All voted aye. McGill motioned to waive the second and third readings of ZOMA 0714-01. Seconded by Kulmatycki. All voted aye.

McGill motioned to open the public hearing for ZOMA 0714-02 Eddie Gingerich Property Ag to Commercial for 4/17/23 at 9:20 A.M. Seconded by Kulmatycki. All voted aye. Burgin stated Gingerich did not attend the zoning meeting after reaching out. There were no public comments. McGill motioned to close the public hearing at 9:21 A.M. Seconded by Kulmatycki. All voted aye. The auditor read ZOMA 0714-02. McGill motioned to approve the first reading of ZOMA 0714-02. Seconded by Kulmatycki. All voted aye. McGill motioned to waive the second and third readings of ZOMA 0714-02. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the Notice of Destruction of Noxious Weeds. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the Integrated Roadside Vegetation Management Plan. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the FY23 Iowa DOT Budget Amendment. Seconded by Kulmatycki. All voted aye.

County Engineer, Brad Skinner provided an update to the board. The FM rock haul has started. The deck on the 135th bridge was poured Friday. The railing and rip rap remain and should be done in another month. Brush cutting is winding down but they will work on 130th before the reshape. Assistant Engineer Mackenzie Milani has completed her paperwork. McGill asked if the brush is being sprayed. Skinner stated yes. Tammy Wheeler from Farmer's Mutual requested notice ahead of time when there will be reshaping done due to their fiber project. Demry reported the speed limit sign in Plano needs replaced.

The 9:25 A.M. Public Hearing on tax sale properties in Mystic was scratched. Buyer was not present and no interest from public.

McGill motioned to open the public hearing on Ordinance No. 55 at 9:30 A.M. Seconded by Kulmatycki. All voted aye. There were no public comments. McGill motioned to close the public hearing at 9:31 A.M. Seconded by Kulmatycki. All voted aye. The auditor read Ordinance No. 55. McGill motioned to approve the first reading of Ordinance No. 55. Seconded by Kulmatycki. All voted aye. Kulmatycki motioned to waive the second and third readings of Ordinance No. 55. Seconded by McGill. All voted aye.

Public Comments: none

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

The Board adjourned to meet the call of the Auditor at 9:37 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

Iowa Department of Human Services
 REPORT OF LOCAL ADMINISTRATIVE EXPENSE

APPANOOSE COUNTY

Payments from County General Fund

Quarter Ended 3/31/2023

Claim No.	Payee	Item	Warrant		Partic. Amount	Cost Center	St Office Use	FFP% Used
			Date	Num				
1	2	3	4	5	6	7	8	
%	Rebecca Pfannebecker	Janitor 180.00	1/3/23	51492	\$15.37			
%	Alliant Energy	Gas/Electric 912.39	2/6/23	52015	\$77.92			
%	Water	Water/Sewer 70.33	2/6/23	52039	\$6.01			
%	Rebecca Pfannebecker	Janitor 180.00	2/6/23	52103	\$15.37			
*	Ricoh	Additional Copies 21.77	3/20/23	52874	\$21.21			
%	Alliant Energy	Gas/Electric 878.99	3/6/23	52554	\$75.10			
%	Water	Water/Sewer 70.33	3/6/23	52566	\$6.01			
%	Rebecca Pfannebecker	Janitor 180.00	3/6/23	52609	\$15.37			
		Indirect Cost for Quarter ending 03/31/2023			\$9,967.25			
*Indicates a partial payment of a shared bill 0.0256%								
% HHS pays 8.54% of total bill								
To: State Department of Human Services, Des Moines, Iowa					TOTAL	\$10,199.61		

I hereby certify that expenditure for local administrative expenses in the amounts shown above were made and entered on the records of the fund specified.

4/24/23



DISTRICT COURT OF APPANOOSE COUNTY

REPORT OF FEES COLLECTED

PRISONER ROOM AND BOARD

To the Board of Supervisors of Appanoose County:

I, Jeannie Husey, 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 March, 2023, and The same has been paid to the County as per receipt attached.

COUNTY SHARE OF PRISONER ROOM & BOARD

1000-1000-4440-05-302	Total Prisoner Room & Board Reimbursement	
	100% General Basic	\$ <u>110.50</u>
29000-01000-4440-05-301	60% Transfer to Sheriff	\$ <u>66.30</u>

Transfer authorized by Appanoose County Board of Supervisors this _____ day of _____, 20____.

Signed: _____
Chairperson



4/18/2023 10:04

Miscellaneous Receipt
Appanoose County Treasurer

04/18/2023

Received from Customer#

500

Appanoose County Sheriff

Receipt# 21708

<u>Payment Method</u>	<u>Amount</u>	<u>Check#</u>	<u>Paid by</u>
Check	110.50	53915	Appanoose Cty Clerk of Court

#	Fund	Function	Rev	Dept	Prj	Sub	Post	Earned	Amount	
1	01000	3	01000	4440	05	302	1	03/31/2023	110.50	
				Prisoner Room & Board Reim.						
				40%-Gen. Basic						
				K110.50 - General Basic - SB						
Total Amount									110.50	

Appanoose County Fleet Safety Policy

It is the policy of a Fleet Safety Program to protect Appanoose County assets, mitigate loss potential and insure public safety. It is the driver's responsibility to operate the vehicle in a safe manner and to drive defensively to prevent injuries and property damage. All state laws, local laws, or D.O.T. Motor Carrier Safety Regulations must be obeyed.

SCOPE

This policy applies to all users of Appanoose County Vehicles and all employees or individuals who use their own vehicles on County business.

ADMINISTRATIVE PROCEDURES

A. USE OF COUNTY VEHICLES

1. County vehicles are to be driven only by employees or authorized designee while performing duties within the scope of Appanoose County employment, except in emergencies, or in case of repair testing by a mechanic. Spouses and other family members are not authorized to drive the County vehicle.

2. County vehicles shall be used for official use only. Incidental usage is acceptable but should be kept to a minimum.

3. Passengers may be transported in County vehicles only when necessary to accomplish authorized business.

- a) Passengers will be restricted to County employees, and/or employees of other agencies or organizations, or other individuals on County business; and/or
- b) Transporting adult family members in County vehicles shall be allowed only when the family member is accompanying an employee to a business meeting or official function and the employee has received preapproval from the Department Head. Family members under the age of 18 should not be transported in a County vehicle.
- c) For situations not falling into classification a or b above, prior to transporting non-County personnel authorization should be obtained from the Department Head. When in doubt, the Department Head should clear questionable justifications through the Appanoose County Attorney.

4. Use of personal vehicles on official business should be discouraged unless a County vehicle is not available, the use of a County vehicle would cause inconveniences, or unless the use is authorized by the Department head or his/her designee.

B. QUALIFICATIONS FOR DRIVING ON APPANOOSE COUNTY BUSINESS

1. No driver shall operate a County vehicle when his/her ability to do so safely has been impaired by illness, fatigue, injury, prescription medication, or any other reason.
2. All drivers must be at least 18 years of age and possess a valid driver's license for the class of vehicle the particular individual will be operating while working. Seasonal help for

the Conservation department will be excluded from this provision when they are driving a pick-up truck or smaller vehicle.

3. A consent form allowing a check of the driver's driving record will be filled out by all authorized drivers and an annual check of the driving record will be completed.
4. Any authorized driver who has a driver's license revoked or suspended shall immediately notify their Supervisor and discontinue operation of the County vehicle. Failure to do so may result in disciplinary action, including dismissal. Drivers shall not be permitted to operate a County vehicle if their license is revoked and/or suspended. If this occurs, the driver may be moved to a position within his or her department which does not require operating a vehicle. This is provided that such a position is available and will be commensurate with the job classification. If no such position exists, the driver will be placed on unpaid leave.
5. Drivers must immediately report all violations received during the operation of a County vehicle to the Safety Committee and their Supervisor.
 - a) The driver is financially responsible for any violation incurred while operating a County vehicle.
 - b) Violations will be reviewed by HR / Department Heads and or Elected Officials to determine disciplinary action which could include suspension or revocation of County driving privileges and or termination of employment.
6. Drivers with two moving violations or two at-fault accidents in the last 12 months may be placed on driving probation notice and may be required to complete a remedial or defensive driving course.
7. Drivers with four moving violation convictions and/or three at-fault accidents within a 24-month period shall not operate a County vehicle.
8. Drivers who use their own vehicles on County business shall be required to offer proof of insurance on an annual basis and carry limits of liability of \$100,000/300,000/50,000 or \$300,000 combined single limit.
9. Authorized drivers driving commercial vehicles shall abide by state and federal requirements pertaining to commercial vehicles licenses.

C. VEHICLE OPERATORS' CODE

All operators of County owned vehicles, and those using their own personal vehicles in pursuit of County business, will comply with all applicable laws of the State of Iowa as well as the following rules and regulations. Operators of emergency vehicles are also subject to these rules except during emergency situations where special guidelines apply.

1. General Rules.

- a) Backing of vehicles which do not allow a clear view of the entire rear end will be done with the assistance of a guide, when a second person is available. Whenever possible a person should assist operator back using the appropriate hand and voice signals.
- b) Riding on the side, running boards, toolboxes, tail gates or roofs of any vehicle is prohibited. This includes cargo areas of truck beds. Further, standing or sitting on any part of a moving vehicle is prohibited except where passenger seats or platforms are provided as a part of original equipment design.

- c) Necessary inspections (other than casual observance) of streets, trees, signs, etc., will be made by a second person in the vehicle. Drivers will direct their full attention to driving only.
- d) Trailers or other towed equipment must be fastened securely to hitches. Safety pins and pintel locks will be used. Safety chains will be crossed under the hitch and securely fastened before moving the vehicle. Trailer lights will be inspected for operation and utilized as required.
- e) Trucks or trailers will not be loaded in such a way that items being transported extend beyond the confines of the bed haphazardly. Items subject to being picked up by the wind or falling from the cargo bed must be secured by use of chains, ropes, traps or by other means. Loads extending beyond limits set by applicable state or federal law must be equipped with a red flag and/or lantern as prescribed therein.
- f) Each individual operating a vehicle as a part of their job, either regularly or occasionally, is required to report any suspension or revocation of their driver license to department supervision. Failure of an individual to report any change in license status will result in disciplinary action.
- g) The use of a County vehicle while under the influence of intoxicants and other drugs is forbidden and is sufficient cause for discipline, including dismissal. Use of alcoholic beverages or controlled substances immediately prior to, or during operation of vehicle is prohibited. A physician's approval is required for operator's use of prescribed medication that may interfere with their operation of a vehicle.
- h) Loose objects such as tools, flashlights, soft drinks, lunches, etc. are not to be stored on vehicle dashboards, floorboards or wherever they might interfere with safe operation of the vehicle.
- i) No more than three persons will ride in the front seat of any vehicle. Where only two single seats exist, only one person shall occupy each seat.

2. Use of Vehicle Equipment

- a) Use of seat belts is mandatory for the driver and all vehicle occupants anytime the vehicle is in motion. Drivers are expected to enforce this requirement and may not place a vehicle in motion unless all passengers are buckled up.
- b) Smoking is prohibited in County vehicles.
- c) Drive vehicles at lawful speeds that are appropriate to road, loading and hazardous conditions.
- d) Windshields will be kept clean and clear of obstructions.
- e) Doors may not be removed from vehicles unless it is necessary to performance of the job and side mirrors remain usable when the doors are off. Similarly, the doors will not be tied open.
- f) Turn signals and warning signals will be utilized by all vehicle operators as required by state law and Appanoose County policy to warn oncoming or following vehicles of the intent.
- g) Operators will ensure that all windows, headlights, taillights and windshield wipers are clean and operational at all times.
- h) Vehicle headlights will be used during periods of limited visibility or any time windshield wipers are in use.

- i) Each day, before initial use of any County vehicle, the operator will walk around and inspect the vehicle for damages, inoperable lights, loose hardware, tire condition, lack of safety equipment or any other condition which might create an unsafe situation. Any deficiency encountered will be reported to a supervisor immediately. Any vehicle found deficient should not be operated until the deficiency is corrected or permission for operation is granted by the supervisor in charge.

3. Operation of Motorized Equipment

- a) Any equipment manufactured with a safety harness or belt will be required at all times the vehicle is in motion
- b) Any equipment manufactured with a Rollover Protection System will be required to be in the upright (engaged) position at all times.
- c) Operation of special equipment such as tractors, high lifts, high rangers, graders, plows, cranes or any other self-powered equipment without training and appropriate license is prohibited and will result in disciplinary action.
- d) Motorized equipment, other than standard motor vehicles, will operate at a safe and reasonable speed. This equipment will use the right lane except when a left turn is required. Right-of-way will be given to all other motor vehicles. Flashing lights will be used when available.
- e) Slow-moving vehicle signs and/or emergency lights must be affixed in proper location on all applicable vehicles and equipment.
- f) Passengers will not ride on any equipment except where original design allows.

4. Parking and Securing Vehicles

- a) Appanoose County vehicles should be parked in authorized parking zones except in emergency situations or in required performance of official duties. When no-parking zones are used, emergency flashers will be used.
- b) When vehicles are parked, brakes will be set. Wheels should be positioned to limit travel if vehicle were to roll.
- c) Drivers are responsible for the security of County vehicles assigned to them. The vehicle engine must be shut off, ignition keys removed, and vehicle doors locked whenever the vehicle is left unattended. If the vehicle is left with a parking attendant, only the ignition key is to be left.
- d) Before leaving equipment at a job site or any location other than an authorized storage lot, a department supervisor should be contacted for instructions. Special securement is sometimes required.

5. In the Event of an Accident

- a) All accidents involving a County vehicle or associated with County activity (regardless of ownership) must be reported to the Safety Committee and the driver's supervisor immediately (24 hours / day).
- b) A driver involved in an accident with a County vehicle, the employee should refer to the Vehicle Accident Report Form in the glove compartment of each vehicle.
- c) Give identifying information to the other party involved. Make no comments about assuming liability.

- d) Forward the completed Accident Report Form to the Risk Manager within (24) twenty-four hours.

D. TRAINING AND EDUCATION

Driver training and education program will take place periodically through employment and will consist of numerous ways to serve the County's particular needs. Examples of these programs are:

- a) Defensive driving course.
- b) Remedial driving course for accident repeaters.
- c) Specialized course for operators of special equipment.
- d) Contact with individual driver by supervisor.

E. VEHICLE MAINTENANCE

Sound maintenance programs are extremely important for all County vehicles. Reduced operational costs, reduction in accident frequency, insurance premiums, and improved public opinions are the direct results of a good maintenance program. Vehicle maintenance is the responsibility of the Department which the vehicle is assigned to.

F. ACCIDENT INVESTIGATION

Accident investigation will apply to all drivers operating a vehicle on county business. The purpose of accident investigation is to emphasize certain problem areas or trends in the safety program and to help operators avoid accidents similar to those which have occurred. A thorough investigation of all accidents nearly always develops information which can be used as an example to individuals of practices to be avoided.

Some of the most formidable and useful steps necessary for accident investigation are:

- a) The Safety Committee will conduct an investigation on all accidents.
- b) All drivers involved in accidents should file a Vehicle Accident Report Form to his or her supervisor which will be forwarded to the Safety Committee within 24 hrs., outlining complete information in regard to the accident.
- c) The Safety Committee in an advisory capacity will review all available information to determine a factual basis for the cause of the accident, making recommendations for actions or corrective actions needed in response to the accident. The Committee's findings and recommendations will be forwarded to the applicable Department Head or Elected Official responsible for the driver.

G. Violations

Any violation of this policy is subject to discipline in the following manner:

1st offense: Verbal Warning

2nd Offense: Written warning

3rd Offense: 5 days unpaid leave

4th offense: Termination of employment

PASSED AND APPROVED: 5/1/2023

Linda Demry, Chairperson Appanoose County Board of Supervisors

ATTEST:

Kelly Howard, Appanoose County Auditor

**CONTRACT TO PROVIDE
PROFESSIONAL CONSULTING SERVICES TO
APPANOOSE COUNTY, IOWA**

This Contract entered into this ____ day of _____, 2023, and effective immediately by and between **Cost Advisory Services, Inc.** (hereinafter called the "**Consultant**") and **Appanoose County, Iowa** (hereinafter called the "**County**") witnesseth that:

Whereas the County performs programs that it operates with outside funding, and

Whereas the County supports these programs with central services that are paid from the County's general funds, and

Whereas federal and other outside users of county central services will typically pay a fair share of these costs if supported by an appropriate cost allocation plan, and

Whereas the Consultant is staffed with personnel knowledgeable and experienced in the requirements of developing, negotiating, and implementing such governmental cost allocation plans, and

Whereas the County desires to engage the Consultant to assist in developing cost allocation plans that conform to federal and state requirements and will be approved by their representatives.

Now Therefore, the County agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.

1. Scope of Services. The Consultant shall do, perform, and carry out in a good and professional manner the following services:
 - A. Develop annual central service cost allocation plans based on actual costs incurred for fiscal years 2023, 2024, and 2025 that appropriately document the various costs expended by the County to support and administer general fund and non-general fund programs. Each year's plan will contain a determination of the allowable costs of providing each supporting service in accordance with the provisions of 2 CFR Part 200. The types of services to be included in each plan shall include items such as accounting, payroll, purchasing, IT, human resources, and legal services; building occupancy costs; and other central service and centrally budgeted items such as insurance costs, dues and memberships, annual audit fees, etc. The consultant will analyze all required data, perform all cost allocation calculations, and complete each cost allocation plan in the required form to be submitted for federal and/or state approval. County staff involvement will be limited to locating and providing access to accounting, payroll, and other

financial records; answering brief questions to enable the Consultant to appropriately interpret County records; and participating in brief interviews of selected personnel to enable the Consultant to determine the appropriate methods of allocating costs across all benefited County programs.

- B. Provide copies of each year's completed cost allocation plan to the County Board of Supervisors and the County Auditor.
 - C. File each completed cost allocation plan with the central office of the Iowa Department of Health and Human Services (DHHS) and negotiate the completed cost allocation plans, as necessary, with the appropriate federal and state representatives.
 - D. Provide guidance to local representatives of DHHS in making quarterly Local Administrative Expense (LAE) claims for eligible indirect costs incurred by the County.
 - E. Monitor the status of LAE claims to ensure that the County receives all recoveries due it.
 - F. If necessary, and as requested by an in-house program at the County, compute an indirect cost rate that will provide the basis for the County to recover eligible indirect costs that are expended in support of this program.
2. Time of Performance. The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the Contract, as determined by the County.
3. Term of Contract. It is expressly understood and agreed that the effective date of this Contract shall be the date first written above and shall continue in full force and effect for a period of three years. It is further understood and agreed that the results of the completed cost allocation plan for any given fiscal year shall be implemented for DHHS indirect cost recovery purposes in the second succeeding fiscal year. For example, the results of the FY 2023 cost allocation plan shall be used to determine the amounts of eligible indirect cost recoveries for FY 2025.
4. Compensation. The County agrees to pay the Consultant an amount not to exceed Four Thousand Four Hundred Fifty Dollars (\$4,450.00) for each annual cost allocation plan. This amount shall include reimbursement for all expenses to be incurred by the Consultant.
5. Method of Payment. The County shall pay the amount stated in paragraph 4 above upon delivery to the Board of Supervisors of each year's completed cost allocation plan, and other schedules if so required.

6. Warranty of Benefit to County. The Consultant warrants to the County that its annual fee for preparation of each cost allocation plan shall not exceed 50 percent of the actual reimbursements that are to be obtained for the County as a direct result of preparing the cost allocation plan. In the event annual payment to the Consultant exceeds 50 percent of the related indirect cost reimbursements to the County, then the difference will be promptly refunded to the County. It is also expressly understood and agreed that should the County recover more than double the Consultant's fees in any year, then the excess recoveries will belong solely to the County and no additional fee is due to the Consultant.
7. Changes. The County may, from time to time, require changes in the scope of services to be performed by the Consultant under this Contract. Such changes that are mutually agreed upon by the County and Consultant shall be incorporated in a written amendment to this Contract.
8. Services and Materials to be Furnished by County. The Consultant shall provide guidance to the County in determining the data that is required to complete each cost allocation plan. The County agrees to respond to all reasonable requests for data in a timely manner and shall provide adequate liaison between the Consultant and other agencies of the County government.
9. Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner its material obligation under this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice via U.S. Post Office Certified Mail – Return Receipt Requested – to the Consultant of such termination and specifying the effective date thereof postmarked at least fifteen (15) days before the effective date of such termination. Provided however, prior to termination for default, the County will provide adequate written notice to the Consultant affording it the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. The Consultant shall be compensated for services satisfactorily rendered and expenses incurred through the effective date of termination hereunder.

10. Special Termination. Either party may, at its option, cancel any year of the plan preparation by giving the other party notice by June 30 of the year on which the plan will be based. For example, the County may cancel the work to be done for FY 2024 by giving the Consultant notice on or before June 30, 2024. The County may terminate this Contract at any time without cause by giving the Consultant written notice via Certified Mail. Under this provision, the Consultant shall be entitled to full compensation as specified in paragraph 4 above for any cost allocation plan for which work has already begun.
11. Termination Due to Lack of Funds. The Consultant shall have the right to terminate this contract without penalty by giving fifteen (15) days written notice to the County if adequate funds are not available from Federal Agencies or other outside users to reimburse the County.
12. Information and Reports. The Consultant shall furnish the County, upon request, with copies of all documents and other materials prepared or developed in relation with or as part of the project.
13. Records and Inspection. The Consultant shall maintain full and accurate records with respect to all matters covered under this Contract. The County shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
14. Provisions Concerning Certain Waivers. Subject to applicable law, any right or remedy that the County may have under this contract may be waived in writing by the County through a formal waiver, if in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
15. Matters to be Disregarded. The titles of the several sections, sub-sections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
16. Completeness of Contract. This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
17. County Not Obligated to Third Parties. The County and the Consultant are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

18. When Rights and Remedies Not Waived. In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist on the part of the Consultant, and the making of any such payment by the County while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the County with respect to such breach or default.
19. Personnel. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County. All the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
20. Consultant Liability if Audited. The Consultant will assume all financial and statistical information provided to the Consultant by the County's employees or representatives is accurate and complete. The County shall be solely responsible for any disallowance of funds paid to the County under the plan resulting from inaccurate or incomplete information provided by the County. The Consultant shall provide assistance to the County in the event that an audit is undertaken of County indirect cost recoveries.
21. Applicable Law. Iowa law shall govern the terms and performance under this Contract.
22. Indemnification. Each party shall be responsible for its own acts and will be responsible for all damages, costs, fees, and expenses that arise out of the performance of this Contract, and which are due to that party's own negligence, tortious acts, and other unlawful conduct and the negligence, tortious acts, and other unlawful conduct of its respective agents, officers, and employees.
23. Delays. The Consultant shall not be liable for delays in performance that are caused in whole or in part by the County, third parties, or forces beyond its control. The period of performance shall be extended by the time period of any delays that are not the fault of the Consultant.
24. Assignment. The Consultant agrees not to assign, convey, or transfer its interest in this Contract to any other entity without the prior written consent of the County which consent shall not be unreasonably withheld. Provided, however, the Consultant may assign, convey, or transfer its interest in this Contract to an entity that succeeds to substantially all of the business of the Consultant by merger or otherwise.
25. Notices. Notices shall be effective upon receipt. Any notices, bills, invoices, or reports required by this Contract shall be sufficient if sent by either party hereto in the United States mail, postage paid, to the addresses stated below:

For the County:

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

For the Consultant:

Cost Advisory Services, Inc.
P.O. Box 755
Johnston, Iowa 50131

IN WITNESS WHEREOF, the County and the Consultant have executed this Contract as of the date first written above.

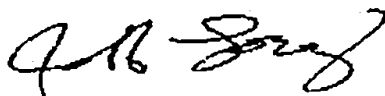
APPANOOSE COUNTY, IOWA:

By: _____
(County Official)

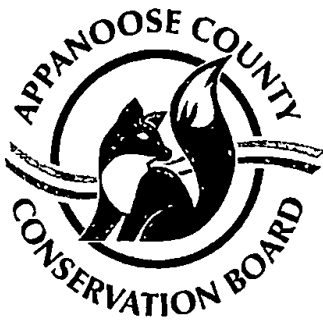
(Title)

Attest: _____

COST ADVISORY SERVICES, INC.:

By: 

Jeff Lorenz, President



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

4/14/23

Appanoose County Board of Supervisors:

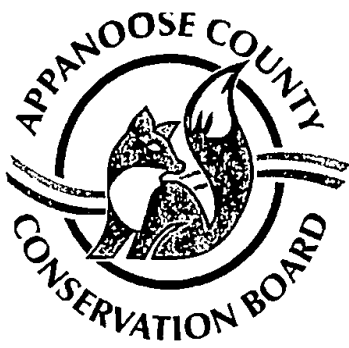
The ACCB's Seasonal Part Time Technician position has ended. This position was held by Elizabeth Wiskus. Mrs. Wiskus's last day was 4/14/23.

Thank You,

Hannah Wiltamuth
Austin Hoffman
Co-Directors ACCB

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

.....



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

Appanoose County Board of Supervisors:

The Appanoose County Conservation Board has hired to the position of Seasonal Part Time Technician, Loren Wakeman starting 4/17/23. This is a part time/seasonal position. Mr. Wakeman will be working 29 hours a week and will be paid at \$13.50/hour.

Thank You,

Hannah Wiltamuth
Austin Hoffman
Co-Directors ACCB

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

PURPOSE

The purpose of a procurement policy is to ensure that sound business judgement is utilized in all procurement transactions. That supplies, equipment, construction and services are obtained efficiently and economically, and in compliance with applicable federal and state law, and executive orders, and to ensure that all procurement transactions are conducted in a manner that provides full and open competition. These procedures will ensure that all solicitations incorporate clear and accurate descriptions of the technical requirements for the goods or services being procured. Chapter 26 and Section 331.341 of the Iowa Code must be followed on all applicable purchases. All other appropriate sections of the Iowa Code shall also apply.

FEDERAL PROCUREMENT STANDARDS

Subrecipients should use this guidance to review their current written procurement policies and procedures to ensure compliance with the federal requirements at 2 CFR, Sections 200.318-200.327. It applies to the procurement of all supplies, equipment, and construction and services that include any federal program funding. 2 CFR references are noted. All other appropriate sections of Iowa Code and Local Code shall also apply. **When federal requirements conflict with local or state requirements, the federal requirement, or most restrictive requirement will be followed.**

§ 200.318 General Procurement Standards

- (a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§ 200.317 through 200.327.
- (b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- (c) (1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.
(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- (e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.214.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j) (1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[85 FR 49543, Aug. 13, 2020, as amended at 86 FR 10440, Feb. 22, 2021]

§ 200.319 Competition

(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and § 200.320.

(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
- (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- (e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.
- (f) Noncompetitive procurements can only be awarded in accordance with § 200.320(c).

§ 200.320 Methods of procurement to be followed

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

(a) *Informal procurement methods.* When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT)*, as defined in § 200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) ***Micro-purchases*** -

(i) ***Distribution.*** The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in § 200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) ***Micro-purchase awards.*** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) ***Micro-purchase thresholds.*** The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) ***Non-Federal entity increase to the micro-purchase threshold up to \$50,000.*** Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold consistent with State law.

(v) ***Non-Federal entity increase to the micro-purchase threshold over \$50,000.*** Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity

must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) **Small purchases** -

(i) **Small purchase procedures.** The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) **Simplified acquisition thresholds.** The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) **Formal procurement methods.** When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with § 200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) **Sealed bids.** A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(2) **Proposals.** A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and

(iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional

services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.

(c) **Noncompetitive procurement.** There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

- (1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
- (2) The item is available only from a single source;
- (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
- (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
- (5) After solicitation of a number of sources, competition is determined inadequate.

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

§ 200.322 Domestic preferences for procurements

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§ 200.323 Procurement of recovered materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and

establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§ 200.324 Contract cost and price

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§ 200.325 Federal awarding agency or pass-through entity [HSEMD] review

- (a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- (b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
 - (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
 - (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
 - (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- (c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
 - (1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;
 - (2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§ 200.326 Bonding requirements

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§ 200.327 Contract provisions

Subrecipients that use contractors for work under a federal award must comply with federal laws, including the federal procurement standards which states that non-federal entity contracts must contain the applicable provisions described in the 2 CFR, Part 200, Appendix II. See the quick reference tables below and the full federal contract provisions guide (attached) for guidance on both required and recommended provisions on applying Appendix II Section under 2 CFR Part 200:

Table A: Required Federal Contract Provisions

	Provision (Appendix II Section)	Applicability	Sample Contract Language Included
1	<u>Legal/contractual/administrative remedies for breach of contract</u>	Greater than Simplified Acquisition Threshold (SAT)- \$250,000	No. It is based on NFE's procedures.
2	<u>Termination for cause and convenience</u>	Greater than \$10,000	No. It is based on NFE's procedures.
3	<u>Equal Employment Opportunity</u>	Construction work	Yes. Exact language from 41 C.F.R. § 60-1.4(b) included.
4	Davis-Bacon Act (Not applicable for Public Assistance or Hazard Mitigation Grant Programs)	Construction work	Yes, via reference to required language at 29 C.F.R. § 5.5(a).
5	<u>Copeland "Anti-Kickback" Act</u>	Construction work greater than \$2,000	Yes.
6	<u>Contract Work Hours and Safety Standards Act</u>	Greater than \$100,000 + mechanics or laborers	Yes. Exact language required from 29 C.F.R. § 5.5(b).
7	<u>Rights to inventions made under a contract or agreement</u>	Funding agreement	Yes.
8	<u>Clean Air Act and federal Water Pollution Control Act</u>	Greater than \$150,000	Yes.
9	<u>Debarment and Suspension</u>	Greater than \$25,000	Yes.
10	<u>Byrd Anti-Lobbying Amendment</u>	Greater than \$100,000; and Certification required for all contracts greater than \$100,000	Yes. Clause and certification.
11	<u>Procurement of Recovered Materials</u>	NFE is a state or political subdivision of a state. Work involves the use of materials and the contract is for more than \$10,000.	Yes.
12	<u>Prohibition on Contracting for Covered Telecommunications Equipment or Services</u>	All FEMA declarations and awards issued on or after November 12, 2020.	Yes.
13	<u>Domestic Preferences for Procurements</u>	All FEMA declarations and awards issued on or after November 12, 2020.	Yes.

Table B: Recommended Federal Contract Provisions

	Provision	Applicability	Sample Contract Language Included
1	<u>Access to Records</u>	All	Yes.
2	<u>Contract Changes or Modifications</u>	All	No. It depends on nature of contract and end-item procured.
3	<u>DHS Seal, Logo, and Flags</u>	All	Yes.
4	<u>Compliance with federal Law, Regulations and Executive Orders</u>	All	Yes.
5	<u>No Obligation by Federal Government</u>	All	Yes.
6	<u>Program Fraud and False or Fraudulent Statements or Related Acts</u>	All	Yes.
7	<u>Affirmative Socioeconomic Steps</u>	State entities: all FEMA declarations and awards issued on or after November 12, 2020. Non-state entities: all procurements	Yes.
8	<u>Copyright</u>	All procurements that may involve creation of copyrightable material.	Yes.

In addition to ensuring compliance with 2 CFR, Sections 200.318-200.327, subrecipients are subject to the following sections of 2 CFR Part 200:

§ 200.214 Suspension and debarment

Non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. The regulations in 2 CFR part 180 restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. *[Subrecipients must have written documentation from SAM.gov showing a contractor is not on the suspended/debarred list prior to entering into contract with them.]*

§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See Public Law 115-232, section 889 for additional information.
- (d) See also § 200.471.

Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52. The Act strengthens Made in America Laws and will bolster America’s industrial base, protect national security, and support high-paying jobs. The Act requires that no later than May 14, 2022—180 days after the enactment of the IIJA—the head of each covered Federal agency shall ensure that “none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” The Act affirms, consistent with Executive Order 14005, Ensuring the Future Is Made in All of America by All of America’s Workers (“the Executive Order”), this Administration’s priority to “use terms and conditions of Federal financial assistance awards to maximize the use of goods, products, and materials produced in, and services offered in, the United States.”

This guidance applies to all Federal financial assistance as defined in section 200.1 of title 2, Code of Federal Regulations—whether or not funded through IIJA—where funds are appropriated or otherwise made available and used for a project for infrastructure. Federal financial assistance means assistance that non-Federal entities receive or administer in the form of grants, cooperative agreements, non-cash contributions or donations of property, direct assistance, loans, loan guarantees, and other types of financial assistance. The term “non-Federal entity” includes States, local governments, territories, Indian tribes, Institutions of Higher Education (IHE), and nonprofit organizations.

References:

Executive Order 14005 - <https://www.federalregister.gov/documents/2021/01/28/2021-02038/ensuring-the-future-is-made-in-all-of-america-by-all-of-americas-workers>

Build America, Buy America Act (BABAA) - <https://www.congress.gov/bill/117th-congress/house-bill/3684/text>

FEMA - <https://www.fema.gov/grants/policy-guidance/buy-america>

OMB Memorandum M-22-11 - <https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>

HSEMD’s major federal grant programs that **ARE** subject to Build America, Buy America Act:

- Building Resilient Infrastructure and Communities (BRIC, 97.047)
- Emergency Management Performance Grant Program (EMPG, 97.042)
- Flood Mitigation Assistance (FMA, 97.029)
- Homeland Security Grant Program (HSGP, 97.067)
- Nonprofit Security Grant Program (NSGP, 97.008)
- Pre-Disaster Mitigation (PDM, 97.047)

HSEMD’s major federal grant programs that are **NOT** subject to the Build America, Buy America Act:

- Hazard Mitigation Grant Program (HMGP, 97.039)
- Public Assistance Grant Program (PA, 97.036)
- ARPA SLFRF School Safety (21.027)

APPANOOSE COUNTY SECONDARY ROADS

1200 Hwy 2 West
CENTERVILLE IA 52544

641-856-6193 (P)
641-437-4665 (F)

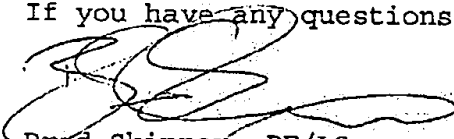
MEMO

TO: Appanoose County Board of Supervisors
FROM: Brad Skinner, County Engineer
RE: Position Transfer
DATE: April 18, 2023

Effective April 10, 2023 John Duley changes position to Mechanic.
Pertinent information for the position change is as follows:

NAME: John Duley
POSITION: Mechanic
WAGE: \$25.23/hour
DOB: February 14, 1995
ANN DATE: June 19, 2017

If you have any questions, please let me know.



Brad Skinner, PE/LS
County Engineer