

OFFICE OF THE

*Appanoose County Auditor*

**KELLY HOWARD**

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

Phone (641) 856-6191  
Fax (641) 856-8023  
[khoward@appanoosecounty.net](mailto:khoward@appanoosecounty.net)

Meeting Agenda  
May 15, 2023

The Appanoose County Board of Supervisors will meet Monday, May 15, 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 May 1, 2023 meeting
4. Approve reports (5/12 payroll)
5. Approve bills
6. Approve liquor license: Elliott's General Store
7. Approve cigarette licenses: Brownies, Elliott's, Your Boat Works LLC dba Rathbun Marina
8. Approve FY24 Solutions Contracts/Agreements
9. Approve Resolution 2023-27: Exchange of Real Estate with Sharon Bluffs Bible Camp
10. Discuss/Approve Publication Notice of Resolution 2023-28: Declaring Emergency Medical Services to be an Essential Service
11. County Engineer report
12. Public Comments
13. Adjourn

Posted 5/10/23

May 1, 2023

Appanoose County Board of Supervisors met in regular session May 1, 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 April 17, 2023 meeting. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve 4/28 payroll, DHS and VA Quarterly Reports and March Prisoner Room & Board. Seconded by Kulmatycki. All voted aye.

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

Alliant	Electric Light & Power	2206.01
App Co Water Rescue	Ambulance	1496.00
M Baldwin	Off. Equip Repair & Maint	113.40
Barco	Engineering Services	11890.00
D Barnthouse	Building Repair & Maintce	125.00
C Bartels	Off. Equip Repair & Maint	121.50
Dale Brinegar	Engineering Services	414.40
C-D Supply	Custodial Supplies	210.43
Calhoun Burns	Engineering Services	10645.90
Cantera Aggregates	Engineering Services	21306.13
Capital One	Law Enf. Equip & Weapons	162.86
Centec	Care of Soldiers Graves	55.08
Centerville Body Shop	Transportation	352.00
Cville Iron	Engineering Services	23.35
Cville Wtrwks	Water & Sewer	645.08
Chariton Valley Elec	Engineering Services	45.91
City Cville	Ambulance	77740.99
City of Plano	Maintenance Contract	176.71
City of Unionville	Maintenance Contract	130.75
Control Solutions, Inc	Off. Supplies & Forms	350.00
Cossolotto Repair	Transportation	120.00
Denco	Bridge & Culvert Maint.	23259.95
Des Moines Diesel	Engineering Services	5188.98
Douds Stone	Engineering Services	4561.95
Eastern IA Tire	Engineering Services	514.86
Farmers Mutual	E911 Telephone Expense	434.00
Fogle TV	Equip. Parts & Supplies	175.54
Forbes Office Solns	Contract Services	51.54
D Gee	Contract Services	335.97
PJ Greufe	Health Insurance	1500.00
Hotsy Cleaning Systems	Engineering Services	860.85
Housby Mack	Engineering Services	2997.59
Impressive Designs	Off. Supplies & Forms	87.00
Inland Truck Parts	Engineering Services	386.61
Iowa Bridge & Culvert	Bridge & Culvert Maint.	157347.38
IA Emerg Mgmt	Educational & Train.Serv.	310.00
IA Prison Industries	Engineering Services	18369.10
ISU	Engineering Services	180.00
Iowa Trust	Health Insurance	212.04
Kimball	Engineering Services	570.34
C Kirby	Educational & Train.Serv.	88.20

LABRepCo	Off. Supplies & Forms	7643.51
R Lamb	Mileage & Transp. Expense	304.05
J Lasley	Educational & Train.Serv.	54.02
K Laurson	Educational & Train.Serv.	92.84
Lockridge	Off. Equip Repair & Maint	15.49
MHC Kenworth	Engineering Services	542.14
Midwest Alarm	Building Repair & Maintce	642.24
Midwest Wheel	Engineering Services	188.82
MMIT	Off. Supplies & Forms	133.48
MMIT	Off. Equip Repair & Maint	108.22
Moravia 1st Resp	Ambulance	8618.00
Moulton Ambulance	Ambulance	8487.00
MRO	Law Enf. Equip & Weapons	8.00
Mystic 1st Resp	Ambulance	5606.00
NACVSO	Contract Services	50.00
Natel	Telephone & Telegr.Serv.	771.03
Owl Pharm	Prescriptions & Medicine	94.37
Petty C-Sheriff	Postage & Mailing	82.48
R Pfannebecker	Off. Equip Repair & Maint	220.00
Quick Shop	Transportation	419.02
Quill	Jail Equip. & Furniture	651.97
RACOM	Motor Vehicle	437.50
Rainbo Oil	Engineering Services	855.80
RRWA	Engineering Services	27.00
River Hills	Medical & Health Services	199.00
G Roefer	Medical & Health Services	100.00
Seymour 1st Resp	Ambulance	743.00
Seymour Tire	Engineering Services	71.00
M Sias	Salary-Regular Employees	1129.17
Simmons Bldg Materials	Equip. Parts & Supplies	127.25
Smith Fertilizer	Engineering Services	846.76
SJ Smith Co Inc	Engineering Services	67.88
Snap-On Tools	Engineering Services	45.25
Southern App 1st Resp	Ambulance	3695.00
So IA Heat, Cool, & Plumb	Off. Equip Repair & Maint	495.00
Sunset Estates	Rent Payments	430.49
Uline	Off. Equip Repair & Maint	679.14
US Bank	Off. Supplies & Forms	20.59
US Cellular	Telephone & Telegr.Serv.	279.44
USPS	Postage & Mailing	678.00
Verizon	Engineering Supplies	200.04
Windstream	Telephone & Telegr.Serv.	1114.53
Xerox	Off. Supplies & Forms	292.61
Your Square Deal	Medical Supplies	1629.00
Yutzy Repair	Engineering Services	147.91
18-80 Club	Contrib. & Purchase Serv	1500.00
911 Custom, LLC	Law Enf. Equip & Weapons	127.50
Grand Total		396434.94

Jon Kenney and Erreth Hunter from Natel provided an update on their broadband project. They'll be sending out a RFP to install the equipment. They're also working on a fiber project in Centerville. Kulmatycki asked about their battery backup. Supplies have been ordered to update the backup to last 24 hours.

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

McGill motioned to approve the FY2023-2025 Cost Advisory Services Contract. Seconded by Kulmatycki. All voted aye.

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

McGill motioned to accept the resignation of Elizabeth Wiskus as Seasonal Part-Time Technician for the Conservation Board effective 4/14/2023. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the hiring of Loren Wakeman as Seasonal Part-Time Technician for the Conservation Board effective 4/17/2023 with a starting pay of \$13.50/hr. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the position change to Mechanic for John Duley effective 4/10/2023 with a starting wage of \$25.23. Seconded by Kulmatycki. All voted aye.

County Engineer, Brad Skinner provided an update to the board. The first mile of 450<sup>th</sup> was completed in two days. They're trying to get the roads shaped and rocked before dust control which is scheduled to start May 22<sup>nd</sup>. They coordinated with a pallet maker to take cottonwoods on 330<sup>th</sup> while brush cutting. The rock haul from Doud's was completed and Cantera is scheduled next week. The bridge on 135<sup>th</sup> is on hold. The contractor has a couple days of work left to complete the project but 50 working days remaining on their contract. Kulmatycki asked where the detour for the bridge on Highway 5 will go. Skinner stated it will detour through Rathbun. McGill asked about the pampas grass policy. Skinner stated they mow it in the right-of-way. McGill will get let Skinner know what gravel road to look at.

Public Comments: none

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

The Board adjourned to meet the call of the Auditor at 9:14 A.M.

Appanoose County Board of Supervisors

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

Attest:

\_\_\_\_\_  
Kelly Howard, Appanoose County Auditor



## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
ELLIOTT'S GENERAL STORE, INC.	ELLIOTT'S GENERAL STORE INC.	(641) 895-3100		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
23828 Highway J18		Moravia	Appanoose	52544
MAILING ADDRESS	CITY	STATE	ZIP	
16176 Highway J29	Centerville	Iowa	52544	

## Contact Person

NAME	PHONE	EMAIL
DAVID J ELLIOTT	(641) 895-3100	delliot303@aol.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
June 24, 2023	June 23, 2024	

SUB-PERMITS

Class B Retail Alcohol License

PRIVILEGES



## Status of Business

BUSINESS TYPE

Corporation

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
David Elliott	Centerville	Iowa	52544	PRESIDENT	50.00	Yes
Peggy Elliott	Centerville	Iowa	52544	OFFICER	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

Instructions on the reverse side

For period (MM/DD/YYYY) 05/4/2023 through June 30, 24

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

Business Information:

Trade Name/DBA Brownies LLC Brownie Bail Breakfast Bco  
Physical Location Address 11377 Hwy S 70 City Melrose ZIP 52569  
Mailing Address 12917 137<sup>th</sup> Ave City Plano State Ia ZIP 52581  
Business Phone Number 641-895-1326 ~~with~~ 641-724-9820

Legal Ownership Information:

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP Brownies LLC  
Mailing Address 12917 137<sup>th</sup> Ave City Plano State Ia ZIP 52581  
Phone Number 641-895-1326 Fax Number X Email

Retail Information:

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

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

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

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

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

Name (please print) Connie A Brown Name (please print) Kim R Brown  
Signature Connie A Brown Signature Kim R Brown  
Date 5-4-23 Date 5/4/23

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

**Instructions on the reverse side**

For period (MM/DD/YYYY) 7 / 1 / 23 through June 30, 24

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

**Business Information:**

Trade Name/DBA ELLIOTT'S GENERAL STORE INC.  
Physical Location Address 23828 HWY 378 City MONMOUTH ZIP 52571  
Mailing Address SAME City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Business Phone Number 641-724-3711

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP ELLIOTT'S GENERAL STORE INC.  
Mailing Address 23828 HWY 378 City MONMOUTH State IA ZIP 52571  
Phone Number 641-724-3711 Fax Number 641-724-3711 Email delliot303@att.com

**Retail Information:**

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

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

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

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

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

Name (please print) DAVID J. ELLIOTT Name (please print) \_\_\_\_\_  
Signature [Signature] Signature \_\_\_\_\_  
Date 7-5-23 Date \_\_\_\_\_

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

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

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

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



**Instructions on the reverse side**

For period (MM/DD/YYYY) 07 / 01 / 2023 through June 30, 2024

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

**Business Information:**

Trade Name/DBA Your Boat Works LLC dba Rathbun Marina  
Physical Location Address 21646 Marina PL City Moravia ZIP 52571  
Mailing Address 21646 Marina PL City Moravia State IA ZIP 52571  
Business Phone Number 641-724-3212

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP Your Boat Works  
Mailing Address 21646 Marina PL City Moravia State IA ZIP 52571  
Phone Number 641-724-3212 Fax Number \_\_\_\_\_ Email sheila@yourboatworks.com

**Retail Information:**

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

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

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

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

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

Name (please print) Sheila Clemens Name (please print) \_\_\_\_\_  
Signature Sheila Clemens Signature \_\_\_\_\_  
Date 5-4-23 Date \_\_\_\_\_

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

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

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

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

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

## Solutions Support Agreement - Exhibit A for Appanoose County

This year's Support Agreement reflects a 7 percent increase from last year.  
**SUPPORT FEES:** A support fee of : \$39,997.67 shall be paid by the Customer to cover the the following licensed programs as indicated: The Agreement starts on 07/01/23 and ends on 06/30/24.

		Annual Fee
<b>Group A.</b>		
<b><u>Assessor Administration Applications</u></b>		
1	Base Real Estate / Grain / Partial Exemption / M & E	\$4,001.80
	Sales Ratio Integration into base Real Estate	\$0.00
1	Vanguard Integrated Work Module	\$1,647.80
	Schneider/Sidwell Transfer of CSR, Val. Acres	\$0.00
		\$5,649.60
<b><u>Auditor</u></b>		
1	Base Real Estate / Grain / Utility Tax / TIF support	\$4,001.80
	Transfer Book and Reports	\$0.00
1	Government General Ledger/Accounts Payable/Budgets and Accrual Reporting	\$4,237.20
1	Government Payroll System	\$3,472.15
1	Fixed Assets - Basic Inventory	\$470.80
	Drainage Accounting - Subsystem	\$0.00
	Drainage Real Estate - Subsystem	\$0.00
		\$12,181.95
<b><u>Engineer</u></b>		
1	D.O.T. Accounting & Payroll System w/ interface to Auditor	\$3,531.00
1	Equipment Costs & Records	\$706.20
	Parts & Materials Inventory	\$0.00
		\$4,237.20
<b><u>Recorder</u></b>		
1	Instrument Indexes	\$3,060.20
1	Accounts Receivable	\$706.20
	Vital Statistics	\$0.00
		\$3,766.40
<b><u>Treasurer</u></b>		
1	Tax Receipting, Specials, Payments, Apportionment, Daily Cash Out & TaxSale	\$5,730.92
1	Online Tax Payments - Loading, Receiving & Monitoring- Annual Fee	\$1,391.00
1	Miscellaneous Receipts / GL / Treasurer's Sub-ledger	\$2,354.00
	Drainage Tax Receipts-Subsystem	\$0.00
	Drainage Certificate Ledger-Subsystem	\$0.00
	Banking & Investments	\$0.00
1	Document Locator (Imaging) for DOT Library	\$706.20
		\$10,182.12
<b><u>Specialty Applications and/or Support</u></b>		
1	<b>IBM I Server Management - for 8286-41A 78-0AA4X</b>	\$2,568.00
	OnDemand Printer Output to Storage Definitions	\$0.00
1	Scanning Interface for Imaging for Document Locator for 1st User	\$706.20
1	Scanning Interface for Imaging for Document Locator for additional Users	\$706.20
	CSN Interface includes 1 license of Claims by Department	\$0.00
	Urban Revitalization, Annexation and Phase in	\$0.00
	Records Storage Management	\$0.00
	Third Party Transfer Book Interface	\$0.00
	Claims by department Interface for	\$0.00
		\$0.00
	Payroll by Department Interface for -	\$0.00
		\$0.00
		\$3,980.40
G	<b>SUPPORT AGREEMENT TOTAL</b>	<b>\$39,997.67</b>

## Solutions Support Agreement - Exhibit A for Appanoose County

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

### Federal and State Mandated Enhancements

### Minor Enhancements

### Major Enhancements as specified in the Agreement

#### Phone Support shall include and be limited to:

- Questions on the correct use and function of the Licensed Program.
- Reasonable assistance to install and operate new Licensed Program releases.
- Reasonable assistance relating to office procedures in regards to the operation of the Licensed Program.
- Assistance to correct the Customer's accidental or incorrect usage of Licensed Program with a maximum of 2 hours per incident aggregate.
- All phone related support shall be limited to a 6 hour aggregate per module listed in Exhibit A, per office, per month.

#### Phone Support through this Agreement does not cover:

- Questions on the use of the Operating System, Database or Utilities. This may be covered by a variety of other service Agreements. Examples would be IBM i OS V7R3, Windows Server 2012 R2, 2016, 2019 Windows SQL, etc.
- Questions on Hardware This may be covered by a variety of other service Agreements.
- Fixing the Customer's data due to mistakes or incorrect usage of the program, requiring programming or other methods not covered.
- Phone Support shall not be construed to include training.
- All other duties performed over the phone shall incur our usual rates as specified in the Agreement

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

## IBM i Server Management

### System Administration, Troubleshooting & Support

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

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

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

### Message Identifiers in any message queue

### System Administration support for Solutions Application installs & upgrade

### Job restarts & Application procedures

### Create & maintain file systems, directories, & log files

### Support for data backups and assistance in creating backup schedules

### Phone Support and Online Remote Assistance

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

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

### IBM i Software Patch Management

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

### IBM i Software Upgrades and Updates

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

### Managing Users

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



## Information Technology Services Agreement - Statement of Work

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

### 1. TERM

#### 1.1 Service Commencement Date

The Services in this Statement of Work will commence 07/01/23 as agreed by both Parties

The term of this engagement shall be one year, after which time it will become a month to month engagement which can be cancelled with 90 days' notice.

### 2. SCOPE OF SERVICES

#### 2.1 Overview

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

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

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

Application Support or Training – Current rate is \$139 per hour for Prime Shift with two hour minimum unless otherwise described in one of the attached Solutions Service Plans

IBM i technical services and Image Services – Current rate is \$175 for Prime Shift with two hour minimum unless otherwise described in one of the attached Solutions Service Plans

Computer Programming and Database Consulting – Current rate is \$210 for Prime Shift with two hour minimum unless otherwise described in one of the attached Solutions Service Plans

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

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

Level II - \$139.00 per hour - 15 minute minimum (example network printer problem)

Level III - \$175.00 per hour - 15 minute minimum (example server problem)

Level IV - \$210.00 per hour to \$330.00 per hour 15 minute minimum - Rate is based on service personnel involved or if preapproved subcontractors are involved.

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

Travel and Expenses - the Customer will be provided an estimate for travel based on location, the number of personnel traveling and time frame. The fee is based on current federal rate for mileage and round trip time to and from the customer's site. Current rate is \$105.00 an hour per person (except level IV) and is subject to change. Other costs such as hotel, per diem meals, parking/tolls will be included in the estimate to be paid by the Customer.

#### 2.2. "Solutions" General Service Level Agreement

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

General Service Levels are described below:

##### 2.2.1. Service Support

###### 2.2.1.1. Business Hours

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

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

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

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

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

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

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

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

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

#### **2.2.1.3. Holiday Schedule**

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

#### **2.2.1.4. How to Get Help (Contact Support)**

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

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

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

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

### **2.2.2. Duties and Responsibilities Overview**

#### **"Solutions" Responsibilities**

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

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

#### **Customer Responsibilities:**

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

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

### **2.2.3. Incidents, Problems and Service Requests**

#### **Ticket Creation**

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

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

**Ticket Prioritization and Service Plans**

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

**Solutions Service Plans**

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

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

**Priorities**

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

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

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

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

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

**2.2.4. Ticket Resolution (Closing a Ticket)**

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

**2.3. Customer Communication**

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

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

**2.4 Customer Escalation**

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

**2.5. Billable or Pre-Paid Hours service order Process**

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

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

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

**2.6 Dispute Resolution**

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

**2.7. Solutions SERVICE PLANS included with this Statement of Work**

X	Silver Managed Services Agreement - Annual Fee of	\$15,720.00
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Standard Travel Rates Apply. Statement of Work is for Hourly Services only as needed.

If Prepaid services are desired at a later date, the Customer is eligible for a 15% discount.

Total Statement of Work	\$15,720.00
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**3. INVOICING**

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

**SIGNATURES**

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

Accepted by Customer:                      Appanoose County

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signature

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Name

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Title

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Date    2023

Accepted by Solutions, Inc.

*Robert E. Dugan*

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signature

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Robert Dugan

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Name

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VP Operations

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Title

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5/4/2023    2023

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Date

**Customer will maintain their network to Industry Best Practices and Minimums**

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

**Monitoring IP addresses**

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

**Managed Services Software**

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

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

**The Customer will upgrade all Hardware and Software to recommended levels**

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

**What cannot be Excluded from Managed Services?**

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

**What can be Excluded from Managed Services?**

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

**Break/Fix**

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

**Unsupported Hardware or Software**

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

**What is a New Installation or New Project**

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

~~The Customer - Appanoose County, is contracting for a Silver Managed Service Agreement - Silver Service Plan~~

**Managed Services Tickets (service orders):**

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

**Twenty-four by seven Monitoring and Alerting:**

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

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



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

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

Twenty-four hour Electronic Monitoring of Firewall(s).

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

### **Patch Management:**

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

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

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

### **Security Services:**

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

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

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

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

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

### **Backup Services:**

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

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

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

### **Pre-Paid Hours**

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

### **Assets and Executive Reports:**

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

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

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

**Silver** The Customer - Appanoose County is contracting for a Silver Managed Services Agreement for an annual term of \$15,720.00

		Monthly rate	Monthly Extended
Network Rate	1	\$235.00	\$235.00
Personal Computers, Laptops and Workstations	28	\$27.00	\$756.00
All server instances, includes physical servers, virtual servers, Hyper-V, VMware and Linux KVM	6	\$47.00	\$282.00
Monitored Network Devices (i.e. Firewalls, Switches, Wireless Access Points, Network Management.	4	\$3.00	\$12.00
Specialized Storage Systems such as iSCSI systems, NAS and JBOD systems. This should not include devices on separate agreement - ie Datto (Contracted Backup and storage listed under Miscellaneous	0	\$11.00	\$0.00
Printer Management is not an option at this time. We are monitoring only. Minimum Charge	10	\$2.50	\$25.00
Miscellaneous Devices - Such as - IBM i, IBM i consoles, IMM, iLO, Onsite Manager, Other devices seen such as Watt Boxes, PDU Monitoring, , include Datto here ("Solutions" may monitor these for compliance and for risk aversion)	5	\$0.00	\$0.00
Excluded Devices	4	53 Devices	\$1,310.00

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

- Auditor
- Assessor
- Supervisors
- Recorder
- Treasurer
- Engineer

Conservation  
Veteran Affairs

Solutions SERVICE PLANS

7/1/2023

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

**Purpose of this Section:**

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

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

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

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

- Auditor
- Assessor
- Supervisors
- Recorder
- Treasurer

Conservation  
Veteran Affairs

Engineer

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

# Solutions SERVICE PLANS - ColumbiaSoft - Document Locator

## Purpose of this Statement of Work:

7/1/2023

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

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

ColumbiaSoft - Document Locator: Named User NAL, Desktop Dedicated CAL, Desktop Concurrent SAL, WebTools Concurrent SAL, WebView Concurrent SAL, Scanning CAL, Kofax Connector, Black Ice TIFF Connector,  
Black Ice - TIFF Viewer and Browser Plug-In (current version 11.48)  
Kofax - Ascent Capture - various products

## System Administration, Troubleshooting & Support

Solutions will supply the following services to the Customer in the form of phone support or remote assistance, to assist the Customer in resolving problems with the specified Covered Products. Solutions will provide up to 2 hours per month of Phone Support or Online Remote Assistance support, cumulatively. Additional time spent providing support over the stated maxims shall incur charges as per "Solutions' usual and customary rates (Level III).

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

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

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

**We will provide System Administration support**

**We will assist you with Job restarts & application procedures**

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

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

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

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

## Covered Products Updates, Upgrades and Software Patch Management

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

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

## Managing Users

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

\$0.00

Accepted by Customer: Appanoose County

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signature

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Name

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Title

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2023

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Date

Accepted by Solutions, Inc.

*Robert E. Dugan*

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signature

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Robert Dugan

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Name

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VP Operations

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Title

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5/4/2023

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2023

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Date



A division of HARRIS LOCAL GOVERNMENT

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

## Licensed Code Support Agreement

This Support Agreement ("this Agreement") is made and entered into this 1st day of July 2023 by and between "Solutions", Inc. (hereinafter "Vendor"), a (Software Developer and Licensor ) with principal offices at 2311 West 18th Street Spencer Iowa 51301-2631, and Appanoose County, hereinafter "Customer"), a (Local Government and its Offices) with principal offices at: 201 N 12th Street Centerville, IA 52544

### WHEREAS,

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

### WHEREAS,

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

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

### Section 1 - Definitions

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Section 2 - Scope of Services**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

### **Section 3 - Fees and Charges**

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

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

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



3.2.2. Application Support or Training – Current rate is one hundred thirty-nine dollars per hour (\$139.00) for Primary Shift with two hour minimum unless otherwise described in Exhibit A.

3.2.3 Computer Programming and Customer Support – Current rate is two hundred ten dollars per hour (\$210.00) for Primary Shift with two hour minimum unless otherwise described in Exhibit A.

3.2.4. IBM i Technical Support – Current rate starts at one hundred seventy-five dollars per hour (\$175.00) an hour for Primary Shift with two hour minimum unless otherwise described in Exhibit A or covered under a Services Agreement. Rate is based on service personnel involved. If outside vendors such as IBM i service or support personnel are involved, their time is not included, even if subcontracted.

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

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

3.2.7. Travel and Expenses - the Customer will be provided an estimate for travel based on location, the number of personnel traveling and time frame. The fee is based on current federal rate for mileage and round trip time to and from the customer's site. Current rate is \$105.00 an hour per person (**except level IV**) and is subject to change. Other costs such as hotel, per diem meals, parking/tolls will be included in the estimate to be paid by the Customer.

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

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

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

#### **Section 4 - Proprietary Rights**

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





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

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

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

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

#### **Section 5 - Disclaimer of Warranty and Limitation of Liability**

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

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

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

#### **Section 6 - Termination**

**6.1 This Agreement may be terminated as follows:**

6.1.1 This Agreement may be terminated by either party upon the expiration of the then-current term of this Agreement, provided that at least 90 days prior written notice is given to the other party; or

6.1.2 This Agreement may be terminated by either party upon 90 days prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.



## 6.2. Cancellation Under Multi-year Agreements

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

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

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

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

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

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

## **Section 7 - Hiring of Vendor's Personnel**

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

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

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

## **Section 8 - Miscellaneous**

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

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

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

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



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

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

**(Customer) Appanoose County**

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

By: \_\_\_\_\_

By: Robert E Dugan

(Please type or print)

(Please type or print)

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

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

Title: \_\_\_\_\_

Title: VP - Operations

Date: \_\_\_\_\_, 2023

Date: \_\_\_\_\_, 2023

**Address: 201 N 12th Street**

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

**Centerville, IA 52544**

**Spencer, Iowa 51301-2631**

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

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

Attachments - Exhibit A pages 1 & 2



RESOLUTION NO. 2023-27

APPANOOSE COUNTY, IOWA

**RESOLUTION FOR EXCHANGE OF REAL ESTATE  
WITH SHARON BLUFFS BIBLE CAMP**

**WHEREAS**, Appanoose County is the owner of the following described real estate, to-wit:

Commencing 595 feet West of the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 34, Township 69 North, Range 17 West of the 5<sup>th</sup> P.M., Appanoose County, Iowa, thence West 220 feet, thence North 600 feet, thence East 220 feet, thence South 600 feet to point of beginning except easement to Appanoose County, Iowa for the South 33 feet thereof.

**WHEREAS**, the Sharon Bluffs Bible Camp is the owner of the following described real estate, to-wit:

A part of the Southwest Quarter of the Southwest Quarter of Section 34, Township 69 North, Range 17 West of the Fifth Principal Meridian, Appanoose County, Iowa, more particularly described as follows: Commencing at the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 34, Township 69 North, Range 17 West of the Fifth Principal Meridian, Appanoose County, Iowa, and proceeding thence South 89°31'12" West along the South right-of-way line of 520<sup>th</sup> St. a distance of 250.00 feet to the Point of Beginning; thence North 00°51'45" West a distance of 66.00 feet to a point on the North right-of-way line of 520<sup>th</sup> St.; thence North 00°51'45" West a distance of 87.00 feet; thence North 89°31'12" East a distance of 250.00 feet; thence North 00°51'45" West a distance of 450.40 feet; thence South 80°01'07" West a distance of 190.99 feet; thence South 68°58'17" West a distance of 73.05 feet; thence South 78°29'25" West a distance of 240.43 feet; thence South 53°51'50" West a distance of 52.70 feet; thence South 09°23'20" a distance of 102.19 feet; thence South 01°36'14" East a distance of 302.89 feet to a point on the North right-of-way line of 520<sup>th</sup> St.; thence South 00°51'45" East a distance of 66.00 feet to a point on the South right-of-way line of 520<sup>th</sup> St.; thence North 89°31'12" East a distance of 299.88 feet along the South right-of-way line of 520<sup>th</sup> St. to the Point of beginning, said parcel containing 6.02 acres, more or less, including 0.45 acres of existing county road easement.

**WHEREAS**, based on the recommendation of the Appanoose County Conservation Board that the exchange of the parties respective properties is in the best interests of Appanoose County, Iowa which has been formalized in a Memorandum of Agreement executed by the Appanoose County Conservation Board and the Sharon Bluffs Bible Camp dated May 9, 2023, the exchange of the subject properties should be consummated pursuant to Deeds executed by the Appanoose County Board of Supervisors and the Sharon Bluffs Bible Camp respectively;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF APPANOOSE COUNTY, IOWA AS FOLLOWS:**

That Appanoose County should exchange the above described real estate owned by Appanoose County with Sharon Bluffs Bible Camp who will transfer the above referenced real estate owned by it to Appanoose County.

Passed and approved this \_\_\_\_\_ day of May, 2023.

\_\_\_\_\_  
Chairperson, Appanoose County, Iowa

ATTEST:

\_\_\_\_\_  
Auditor



## CITY OF CENTERVILLE

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Centerville, IA 52544

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Phone: (641) 437-4339 Fax: (641) 437-1498

May 2, 2023

Appanoose County Board of Supervisors  
C/O County Auditor Kelly Howard  
201 12<sup>th</sup> St.  
Centerville, IA 52544

Dear Board of Supervisors:

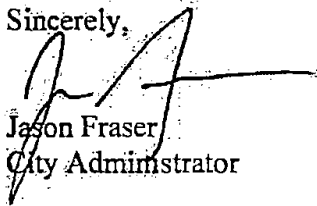
In June 2022, the Board of Supervisors, and other key stakeholders for E-911 ambulance services, met in a joint session to discuss the long-term funding for EMS in Appanoose County. Based on the information at the meeting and subsequent research, the City of Centerville would like to provide you with an updated report on the operations of Centerville Fire Rescue, which is included with this letter.

The report includes recommendations to the Centerville City Council that impact all Appanoose County residents. With tax levy changes by the State Legislature, increased costs of operations, and pending capital expenditure requirements, the Centerville Fire Rescue will be unable to provide E-911 services outside the corporate limits of the City of Centerville unless a firm long-term funding solution is established.

The City of Centerville has ensured that CFR will remain fully funded throughout the end of FY2024 (June 30, 2024). Please accept this letter as notification that Centerville Fire Rescue will discontinue E-911 EMS coverage outside of the corporate limits of the City of Centerville beginning on July 1, 2024, unless a funding agreement is reached before that date.

The City of Centerville would like to continue engaging in conversation on the subject and invite further joint meetings to discuss the topic.

Sincerely,

  
Jason Fraser  
City Administrator



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Agenda Item # N/A

Meeting Date: 05-01-2023

### Ambulance Analysis for City Council/Board of Supervisor Discussion

#### AGENDA ITEM: Discussion on EMS Funding

##### History

In February 2018, Midwest Ambulance approached the City of Centerville and the Appanoose County Board of Supervisors regarding the future of E-911 ambulance coverage for Centerville and Appanoose County. While not stated at that meeting, Midwest eventually requested a subsidy of \$250,000 per year in addition to the current EMS Income Surtax subsidy of approximately \$55,000-\$60,000.

The discussions with Midwest resulted in three actions. First, the County and municipalities provided a one-time payment of \$30,000 to Midwest Ambulance. Secondly, the City of Centerville and the Appanoose County Board of Supervisors declared EMS essential. Lastly, Centerville City Council authorized creating a fire-based EMS service in August 2018.

With Council approval, Centerville Fire Rescue began the process of becoming a Transport EMS provider. This process included the purchase of needed equipment, the certification of service directors (Bogle and Fraser), the establishment of a Medical Director (Dr. Kathy Lange), the hiring of staff, the development of protocols, and a state inspection. On December 1, 2018, Centerville Fire Rescue EMS official began operation as an IDPH-certified, Paramedic-level transporting EMS provider. This start date coincides with the departure of the Midwest Ambulance Service.

The City of Centerville initially invested \$550,000 for the equipment to start the Centerville Fire Rescue EMS service. This investment was further supported through a one-time \$50,000 contribution from the Appanoose County Board of Supervisors.

In June 2022, the City hosted an ambulance discussion meeting with key stakeholders, including Sheriff Gary Anderson, Fire Chief Mike Bogle, Director of MercyOne Centerville Nicole Clapp, Councilmember Ron Creagan, Supervisor Linda Demry, Police Chief Tom Demry, Councilmember Jay Dillard, City Administrator Jason Fraser, Councilmember Darrin Hamilton, Supervisor Jeff Kulmatycki, Dr. Kathy Lange, Public Health Director Kris Laurson, PACT Director Mike Matthes, Supervisor Mark McGill, Mayor Mike O'Connor, Councilmember Don Sherwood, Councilmember Jan Spurgeon, and Ann Young. As a result of that discussion, there was a consensus that all stakeholders had a role in ensuring that EMS in Appanoose County remains sustainable. The group requested that additional research be completed into funding



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strategies. This report has been updated from the information obtained at the meeting and the subsequent research.

### **Current Operating Information**

**Staff:** Centerville Fire Rescue currently employs eight full-time emergency medical staff. A PRN roster of medical staff and volunteer firefighters supplement the full-time ambulance staff. When created, the balance of staff positions was four paramedics and four EMTs. This balance has shifted to six paramedics and two EMT positions. This balance shift is due to EMTs completing training to upgrade their position to the paramedic level.

**Non-EMS Staff Support:** In addition to EMS staff, the service is also supported administratively by the Centerville Fire Department and Centerville City Hall. Support includes Fire Staff managing the EMS staff, providing on-call coverage, and assistance on calls. These costs are not incorporated into the service's expenses for this report. Based on our FY21 time study for the GEMT application, the Fire Staff cost to support the CFR was \$54,019.

Centerville City Hall staff provides administrative support for accounts receivable, accounts payable, and other billing-related support. No cost determination has been studied for this administrative support.

The Centerville Police Dept provides dispatch support. Based on the FY21 GEMT submission, this service was \$63,716.

Additionally, volunteer medical director service is provided by Dr. Kathy Lange and supported by Paramedic Mike Bouma.

### **Service Area**

CFR is the primary paramedic-level transport ambulance service for all 499 Sq. Mi. of Appanoose County. Moulton Ambulance provided transport service for the eastern portion of the county until 2021, at which time they could no longer staff full operational hours. Appanoose County is also covered by five first responder groups (Moulton, Moravia, Mystic, SAC, and Seymour). CFR is the only service with full-time staff coverage.

There is third-call coverage for E-911 calls from MercyOne ambulance when staff and equipment are available.

### **Call Volume**

For Fiscal Year 2022 (July 1, 2021 - June 30, 2022), CFR responded to 1423 calls for service. The summary of those calls is that 904 (63.5%) of the calls were in Centerville proper, 273 (19.2%) were in unincorporated Appanoose County, and 245 (17.2%) were in incorporated





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locations in Appanoose County. Of the 904 calls in Centerville proper, many calls were to nursing homes or care facilities, primarily concentrated in Centerville but providing services to all Appanoose County residents. Additionally, these properties largely don't pay property taxes.

**Billing:** Billing is currently managed through PCC, a South Dakota-based billing service. The cost of the service is 7% of the actual reimbursements received. For FY21, that cost was \$42,379. For FY22, the expense was \$26323.83. The significant decrease in this expenditure is based on invoice timing. For instance, the last three months of fiscal year 2022 were billed to the City after July 1, 2022 (FY23)

CFR is establishing direct billing practices, which would be through a contract with the facilities we support. This should allow our service to get nearly 100% reimbursement on transport as opposed to the current model, which bills the patient being transferred. This should be in place early in FY24.

The rate sheet for CFR services is attached (Attachment No.1). The rate sheet is based on the Blue Cross/Blue Shield reimbursement rate, updated annually. Utilizing the BC/BS rate is a standard practice in Iowa EMS as it is the highest reimbursement rate. Other entities reimburse at their contracted rate, which is lower than the amount charged and varies between insurance providers, with CMS (Medicare/Medicaid) being the most inadequate reimbursement). Based on reimbursements, 61% of calls were funded through CMS. The low CMS reimbursement rate was the driver for establishing the GEMT (Ground Emergency Transport) program to increase reimbursement.



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### Revenue and Expense

For FY22, the operating budget for CFR was \$788,211. Of that, \$717,092 in revenue was generated through insurance payments and the EMS Surtax. The remaining deficit of \$71,129 was covered by property taxes charged to the residents of the City of Centerville. The shortage of \$71,129 does not include capital expenses which would be annualized as \$98,000 per year (\$784,000- Projected Cost of Ambulances, Cots, and Monitors divided by eight years). If the annualized expense were included in this year's expense, the revenue vs. expense deficit would increase to \$169,129.

Previous years' cash-based revenue vs. expense were:

#### FY19

- Revenue: \$175,966.61 Expense: \$783,852.86 Deficit: 607,886.25
- The spending deficit for this year was covered by a start-up loan of \$550,000, which was fully repaid in FY21 and from utility franchise revenue.

#### FY20

- Revenue: \$529,653.13 Expense: \$667,405.11 Deficit: 137,751.98
- Employee Benefit Levy and Utility Franchise Revenue absorbed the spending deficit.

#### FY21

- Revenue: \$501,207.62 Expense: \$754,076.68 Deficit: \$252,869.06
- Employee Benefit Levy and utility franchise revenue absorbed the spending deficit.

#### FY22

- Revenue: \$717,091.57 Expense: \$788,211.08 Deficit: \$71,119.51
- Employee Benefit Levy absorbed the spending deficit.

#### FY23 (YTD as of March 31, 2023):

- Revenue: \$446,597.59 Expense: \$659,180.47 Deficit: \$212,582.88
- This projection does not include the annual EMS Surtax but does include an ARPA contribution of \$50,000 from the County.
- Employee Benefit Levy and Utility Franchise Revenue will absorb the spending deficit.



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A breakdown of the billed expenses vs. the revenue generated from calls is included with this packet (Attachment No. 2)

**Property Tax:** Property tax, specifically the employee benefit levy, has been the primary source of revenue to fill the revenue vs. expense gap for CFR. When applied to the City of Centerville's FY23 budget, this equals \$1.40/\$1000 of the tax levy or about 8% of the total tax levy for the City of Centerville.

**EMS Surtax:** The 1% income tax surcharge for EMS was renewed in Appanoose County at the November 2019 election. This surcharge provides financial support for Centerville Fire Rescue EMS and other First-responder services in Appanoose County by taxing 1% of the total state income tax received for the calendar year. CFR receives the largest portion of this surtax based on its proportion of total EMS calls compared to other ambulance services. The amount CFR received for the calendar year 22 payment (CY21 income taxes) was \$65,601.

A concern with this surcharge is the change to the current income tax structure approved by the legislature and Governor this year. The new tax law creates a 4% flat income tax for Iowa versus the current income tax, which is approximately 16%. Based on a 75% projected reduction in the collected income tax, the income surtax is anticipated to decrease by 75%. This is projected to reduce CFR's funding by \$48,750. It will be difficult for CFR to absorb the financial impact of this reduction. However, the surtax reduction will have a more significant impact on the local first responder groups.

**Countywide Levy:** The same Iowa Code section that authorizes an election for the EMS Surtax provides for a countywide tax levy. The adoption of the tax levy is laid out in Chapter 422D.1. The County will need to declare EMS essential via a formal process that was not followed during the previous declaration in 2018. This process requires establishing an EMS advisory board, a 60-day notice before consideration, consideration of a resolution at three meetings, and a subsequent ballot question.

If available for this year's election, the following timeline could be followed:

- |                              |   |
|------------------------------|---|
| May 15, 2023                 | – BoS approves posting of Notice.   |
| May 17, 2023                 | – latest date notice can be posted in local newspapers.                   |
| July 17, 2023                | – BoS's first consideration of Essential Service Resolution               |
| August 7, 2023               | – BoS's second consideration of Essential Service Resolution              |
| August 21, 2023              | – BoS's adoption of Essential Service Resolution                          |
| August 21, 2023<br>Documents | – Presentation of findings of EMS Advisory Board and Supporting Documents |
| August 21, 2023<br>Election. | – BoS Adoption of Ballot Question for November 7, 2023, Election.         |



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August 28<sup>th</sup>, 2023 – Ballot Question submitted for Ballot. Ballot Deadline  
November 7<sup>th</sup>, 2023 - Election

**State Offset:** CFR is enrolled in the State offset program. CFR has not been actively seeking payments through this program yet. It may be possible to recoup some additional funds through offset. Still, it is not anticipated to be a significant revenue generator as there are only a few eligible accounts to date.

**Grant Funding:** CFR has received a few grants for equipment. Most grant funds are limited to single project use for EMS and are not a reliable funding source for ongoing operations. Grants are an area that could use more attention as we begin to complete the recapitalization of equipment.

**GEMT Program:** FY22 was the first year CFR was fully enrolled in the GEMT program. The GEMT program provides reimbursement on Medicaid calls beyond the base Medicaid reimbursement. The increased reimbursement is shared with the State of Iowa (75% CFR/25% State). This has positively impacted revenues and helped close the revenue vs. expense gap. The FY21 audited uncompensated amount per call was \$487.77.

**Contracted Services:** The possibility exists that contracting for E-911 services would be a direction that the City or County could take. In many cities, it is a private company that provides those services. Regionally, three services have operated Midwest Ambulance, Care Ambulance, and MercyOne Centerville.

MercyOne Ambulance service does not have the provision of E-911 service in its current operating profile. Due to cost and staff constraints, they are unlikely to provide contracted services in Centerville.

Midwest Ambulance Service previously provided E-911 and transport ambulance services to our region through a contract with MercyOne. As mentioned in this report, Midwest was a previous provider seeking a substantial subsidy for their services when the decision was made to create CFR. In 2018, the subsidy requested by Midwest was \$310,000 (\$250,000 subsidy plus the 60000 surtax). Based on other contracts Midwest and other services have requests, there is a 5% annual escalation in those requests. With a 5% annual increase that service provision subsidy would be approximately \$400,000-\$450,000 (\$360,000 subsidy plus \$60,000 surtax). Additionally, most recent contracts are for the provision of only BLS (non-paramedic) support.

### Challenges:



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**Staffing:** Staffing remains a statewide challenge for all EMS programs. We are fortunate to have eight full-time staff and an active PRN roster. That may not always be the case, and recruiting new staff and PRN may be problematic going forward.

**Space:** We can accommodate our current Fire and EMS operations from our existing facilities. As we look into future program possibilities (i.e., transfers), we will have to review options for providing more space. There are many possibilities for this, but nothing concrete currently.

**Transfers:** Inter-facility transfers could be an excellent way to generate revenue and meet budget needs. Our team supported 31 transfers in FY22 for MercyOne and other local hospitals. With the move to direct billing, our existing transfer support level could generate an additional \$50,000-\$100,000 in revenue. We currently lack the staff and equipment to cover City requirements and increased support transfers consistently. To make transfers a long-term business line for CFR, we would need the following:

- An agreement with MercyOne to provide Transfer Service
- Another Ambulance, likely a more cost-effective transport model
- Additional staff to support Transfer operation. This could be PRN staff, but it would need to be a dedicated staff to transfers.

**Capital Expenditures:** The cost of Capital goods for the service was expensive initially, and the prices continue to climb. The useful life of ambulances and monitors is estimated at eight years. Based on that estimate, CFR will have a significant capital investment required in the fiscal year beginning July 2025. As a side note, current production lead times on Ambulances are 720-900 days which would impact which fiscal years the purchases are made. The projected future expenses are:

Fall 2025:

- New Ambulance - \$275,000 - \$350,000
- New Monitor - \$15,000
- New Power Cot – \$27,000

Fall 2027:

- New Ambulance - \$275,000 - \$350,000
- New Monitor - \$15,000
- New Power Cot – \$27,000

**Recommendations:**



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With an eye toward the long-term stability of E-911 EMS service, the City Administrator makes the following recommendation. As of today, the residents of Centerville bear the largest burden for E-911 service in Appanoose County. The two main impacts are an increase in the Employee Benefits Levy assessed through property taxes and the depletion of other services that the Utility Franchise Fees would otherwise support. To ensure that the county-wide EMS service is not overly burdensome on any one group of residents, the City should request funding support from the Appanoose County Board of Supervisors. This recommendation is based on the BoS' ability to levy all property Countywide, not just those in unincorporated areas. In addition to the funding request, there should be a firm deadline as to when additional funding would be needed.

The figure to be requested may vary from year to year based on many factors. The cost request should be conveyed annually as the projected expenses plus the annualized future capital expenditures less the revenues from Insurance and private pay. The total request would be reconciled at the end of each fiscal year once true expense and true revenue are determined. If this funding request model was applied to previous fiscal years the requests would have been:

FY20 – Revenue \$457,003 – Expense \$667,405 – Annualized Cap. Exp: \$ 98,000

**FY20 Request - \$308,401**

FY21 – Revenue \$442,357 – Expense \$754,076 – Annualized Cap. Exp: \$ 98,000

**FY21 Request - \$409,719**

FY22 – Revenue \$650,705 – Expense \$788,211 – Annualized Cap. Exp: \$ 98,000

**FY22 Request - \$235,506**

FY23 – Revenue \$515,000 – Expense \$716,704 – Annualized Cap. Exp: \$ 98,000

**FY23 Request - \$299,704**

FY24 – Revenue \$515,750 – Expense \$815,076 – Annualized Cap. Exp: \$ 98,000

**FY24 Request - \$397,326**

It is also recommended that the CFR set up a specially designated Capital project fund for future Capital expenses. Establishing this fund will allow for the payment of large expenses without impacting the annual operating expense. The request for these funds should be itemized in the request for funding support.

The mechanism for collecting and delivering the funding to CFR is less of a concern for the service. The City should put the onus on the County to fund the gap between revenue and expense for the service. Ideally, this would be done through a separate ballot initiative and levy; however, if the County chose to fund it through its existing taxing mechanism, there would be no ultimate difference to CFR.



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While there may be other solutions to the current revenue gap and projected future gaps, a countywide share of the burden would be the most equitable solution.

The proposed course of action of this recommendation does create the possibility that the City will need to terminate service outside Centerville's corporate limits to remain solvent. While this would be uncomfortable from a compassion standpoint, the continued provision of services outside our city limits deprives our citizens of services their tax dollars entitle them to. How Appanoose County or the individual townships will provide this service to the county's unincorporated areas is their responsibility to determine.

Analysis of Ambulance Cost vs. Revenue										
Month	Year	Tickets	Billed	Reduced	Collected	Pending	Uncollected	Cost	Difference Cost/Collected	% Pending
November	2018	0	0	0	0	0	0	\$ 400,161.13	\$ 400,161.13	
December	2018	3	\$3,591.00	\$2,258.06	\$1,332.94	\$92.06	\$0.00	\$ 96,850.80	\$ 95,517.86	2.56%
January	2019	126	\$109,958.37	\$71,711.24	\$30,295.42	\$7,601.71	\$350.00	\$ 48,684.50	\$ 18,389.08	6.91%
February	2019	99	\$95,209.24	\$60,877.55	\$28,810.10	\$5,521.59	\$0.00	\$ 44,519.58	\$ 15,709.48	5.80%
March	2019	117	\$109,565.28	\$70,197.55	\$30,467.08	\$8,900.65	\$0.00	\$ 46,852.27	\$ 16,385.19	8.12%
April	2019	121	\$110,311.32	\$70,355.28	\$37,183.99	\$2,772.05	\$0.00	\$ 40,572.04	\$ 3,388.05	2.51%
May	2019	124	\$114,473.36	\$68,070.13	\$35,120.55	\$11,282.68	\$0.00	\$ 58,153.12	\$ 23,032.57	9.86%
June	2019	133	\$129,749.33	\$82,861.28	\$43,005.42	\$3,882.63	\$0.00	\$ 47,943.12	\$ 4,937.70	2.99%
Totals		720	\$ 669,266.90	\$ 424,073.03	\$ 204,882.56	\$ 39,961.31	\$350.00	\$ 286,724.63	\$ 81,842.07	5.97%

\$ 284.56

Month	Year	Tickets	Billed	Reduced	Collected	Pending	Uncollected	Cost	Difference Cost/Collected	% Pending
July	2019	140	131,229.38	82,003.01	36,086.50	\$13,139.87	\$0.00	45,150.22	\$ 9,063.72	10.01%
August	2019	130	106,036.43	67,465.74	30,451.87	\$8,118.82	\$0.00	47,425.54	\$ 16,973.67	7.66%
September	2019	134	140,902.40	95,796.61	35,721.58	\$9,384.21	\$0.00	57,252.25	\$ 21,530.67	6.66%
October	2019	99	79,819.43	52,878.31	19,696.17	\$7,244.95	\$0.00	69,337.87	\$ 49,641.70	9.08%
November	2019	98	88,422.36	52,309.67	31,393.00	\$4,719.69	\$0.00	56,541.89	\$ 25,148.89	5.34%
December	2019	153	143,308.54	96,604.06	43,153.29	\$3,551.19	\$0.00	48,982.43	\$ 5,829.14	2.48%
January	2020	121	119,930.29	70,440.34	47,611.59	\$1,878.36	\$0.00	65,200.80	\$ 17,589.21	1.57%
February	2020	119	121,468.33	74,769.34	41,515.57	\$5,183.42	\$0.00	54,901.31	\$ 13,385.74	4.27%
March	2020	101	87,989.37	47,381.87	30,349.30	\$10,258.20	\$0.00	47,029.50	\$ 16,680.20	11.66%
April	2020	97	81,875.33	47,381.87	31,519.53	\$2,973.93	\$0.00	67,554.18	\$ 36,034.65	3.63%
May	2020	116	100,498.41	62,234.47	33,902.75	\$4,361.19	\$0.00	54,652.63	\$ 20,749.88	4.34%
June	2020	115	91,490.49	57,288.22	30,375.98	\$3,826.29	\$0.00	53,376.49	\$ 23,000.51	4.18%

Totals		1423	\$1,292,970.76	\$806,553.51	\$411,777.13	\$74,640.12	\$0.00	\$667,405.11	\$255,627.98	5.77%
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\$289.37

Month	Year	Tickets	Billed	Reduced	Collected	Pending	Uncollected	Cost	Difference Cost/Collected	% Pending
July	2020	134	117,801.44	67,954.31	41,563.98	\$8,283.15	\$0.00	67,945.38	\$ 26,381.40	7.03%
August	2020	111	100,553.35	63,472.11	35,305.27	\$1,775.97	\$0.00	64,817.65	\$ 29,512.38	1.77%
September	2020	140	125,125.44	71,235.27	46,891.42	\$6,998.75	\$0.00	53,372.65	\$ 6,481.23	5.59%
October	2020	125	103,739.46	62,387.92	37,921.36	\$3,430.18	\$0.00	83,756.05	\$ 45,834.69	3.31%
November	2020	165	149,663.52	90,502.57	50,202.56	\$8,958.39	\$0.00	55,475.15	\$ 5,272.59	5.99%
December	2020	124	119,002.39	68,705.12	42,947.57	\$7,349.70	\$0.00	53,816.88	\$ 10,869.31	6.18%
January	2021	128	116,051.37	74,578.59	36,532.52	\$4,940.26	\$0.00	66,470.44	\$ 29,937.92	4.26%
February	2021	110	94,781.39	65,965.29	25,624.97	\$3,191.13	\$0.00	53,430.25	\$ 27,805.28	3.37%



March	2021	116	104,609.41	65,088.87	34,122.54	\$5,398.00	\$0.00	64,258.40	\$	30,135.86	5.16%
April	2021	149	128,641.55	78,117.92	43,912.14	\$6,611.49	\$0.00	91,517.94	\$	47,605.80	5.14%
May	2021	157	138,368.59	78,531.21	41,823.83	\$18,013.55	\$0.00	47,848.87	\$	6,025.04	13.02%
June	2021	128	136,543.30	83,748.47	48,941.61	\$3,853.22	\$0.00	51,367.02	\$	2,425.41	2.82%

Totals		1587	\$1,434,881.21	\$870,287.65	\$485,789.77	\$78,803.79	\$0.00	\$754,076.68		\$268,286.91	5.49%
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\$306.11

Month	Year	Tickets	Billed	Reduced	Collected	Pending	Uncollected	Cost	Difference Cost/Collected	% Pending
July	2021	147	129,972.42	64,980.66	54,811.44	\$10,180.32	\$0.00	73,016.67	\$ 18,205.23	7.83%
August	2021	146	135,517.88	66,161.79	54,858.18	\$14,497.91	\$0.00	59,003.13	\$ 4,144.95	10.70%
September	2021	133	120,905.54	67,097.09	41,669.95	\$12,138.50	\$0.00	80,382.21	\$ 38,712.26	10.04%
October	2021	138	138,512.61	74,915.52	52,198.91	\$11,398.18	\$0.00	54,129.71	\$ 1,930.80	8.23%
November	2021	124	130,574.05	75,399.21	49,261.44	\$5,913.40	\$0.00	52,678.64	\$ 3,417.20	4.53%
December	2021	137	116,101.69	64,470.42	43,882.26	\$7,749.01	\$0.00	71,649.97	\$ 27,767.71	6.67%
January	2022	149	151,700.27	78,829.93	59,143.17	\$13,727.17	\$0.00	53,774.83	\$ (5,368.34)	9.05%
February	2022	138	129,349.36	72,058.32	49,365.32	\$7,925.72	\$0.00	65,434.94	\$ 16,069.62	6.13%
March	2022	151	147,970.37	79,865.04	58,360.25	\$9,745.08	\$0.00	81,028.98	\$ 22,668.73	6.59%
April	2022	127	125,411.13	58,575.99	47,430.63	\$19,404.51	\$0.00	57,747.10	\$ 10,316.47	15.47%
May	2022	160	160,881.63	86,370.07	57,931.45	\$16,580.11	\$0.00	64,406.29	\$ 6,474.84	10.31%
June	2022	128	123,322.30	65,512.89	41,910.17	\$15,899.24	\$0.00	74,958.60	\$ 33,048.43	12.89%

Totals		1678	\$1,610,219.25	\$854,236.93	\$610,823.17	\$145,159.15	\$0.00	\$788,211.07		\$177,387.90	9.01%
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\$364.02

Month	Year	Tickets	Billed	Reduced	Collected	Pending	Uncollected	Cost	Difference Cost/Collected	% Pending
July	2022	137	114,215.60	53,492.34	39,117.63	\$21,605.63	\$0.00	66,849.25	\$ 27,731.62	18.92%
August	2022	134	130,994.63	62,261.36	41,626.67	\$27,106.60	\$0.00	86,820.87	\$ 45,194.20	20.69%
September	2022	149	141,844.04	23,255.66	14,601.63	\$103,986.75	\$0.00	93,667.76	\$ 79,066.13	73.31%
October	2022	121	127,991.04	8,671.34	5,294.45	\$114,025.25	\$0.00	65,128.68	\$ 59,834.23	89.09%
November	2022	125	119,938.87	0.39	0.00	\$119,938.48	\$0.00	66,870.70	\$ 66,870.70	100.00%
December	2022	158	156,605.82	0.43	0.00	\$156,605.39	\$0.00	67,528.30	\$ 67,528.30	100.00%
January	2023					\$0.00	\$0.00		\$ -	#DIV/0!
February	2023					\$0.00	\$0.00		\$ -	#DIV/0!
March	2023					\$0.00	\$0.00		\$ -	#DIV/0!
April	2023					\$0.00	\$0.00		\$ -	#DIV/0!
May	2023					\$0.00	\$0.00		\$ -	#DIV/0!
June	2023					\$0.00	\$0.00		\$ -	#DIV/0!

Totals		824	\$791,590.00	\$147,681.52	\$100,640.38	\$543,268.10	\$0.00	\$446,865.56		\$346,225.18	68.63%
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\$122.14

## CHAPTER 422D

## OPTIONAL TAXES FOR EMERGENCY MEDICAL SERVICES

Referred to in §298.14

422D.1	Authorization — election — imposition and repeal — use of revenues.	422D.4	Payment to local government — use of receipts.
422D.2	Local income surtax.	422D.5	Property tax levy.
422D.3	Administration.	422D.6	Emergency medical services trust fund.

**422D.1 Authorization — election — imposition and repeal — use of revenues.**

1. a. Upon adoption of a resolution declaring emergency medical services to be an essential county service under subsection 2, and subject to the limitations of this chapter, a county board of supervisors may offer for voter approval the authorization to impose any of the following taxes or a combination of the following taxes:

(1) Local option income surtax.

(2) An ad valorem property tax not to exceed seventy-five cents per one thousand dollars of assessed value on all taxable property within the county.

b. Revenues generated from these taxes shall be used for emergency medical services as provided in section 422D.6.

2. a. To be effective, the resolution declaring emergency medical services to be an essential service shall be considered and voted on for approval at two meetings of the board prior to the meeting at which the resolution is to be finally approved by a majority of the board by recorded vote, as defined in section 331.101. Notice of the first meeting of the board at which the resolution is considered and voted on shall be published not less than sixty days prior to the date of the meeting in one or more newspapers that meet the requirements of section 618.14. The board shall not suspend or waive the requirements for approval of the resolution or approval of the imposition of a tax under this chapter.

b. Each county for which a resolution has been adopted under this subsection shall coordinate efforts with the local emergency medical services agencies to establish a county emergency medical services system advisory council to assist in researching and assessing the service needs of the county and guiding implementation of services in the county within a council structure.

c. The county emergency medical services system advisory council established under paragraph "b" shall recommend to the board of supervisors an amount of funding to be specified on the ballot, and if one or more of the taxes are approved at election, shall annually assess and review the emergency medical services needs of the county, and shall include the results of such review and assessment in an annual report filed with the board of supervisors. The annual report shall be publicly available upon filing with the board of supervisors. The board of supervisors shall receive public comment regarding the report at one or more meetings of the board of supervisors. Any meeting of the board of supervisors at which public comment on the annual report is heard shall be at least fourteen days following the date the annual report is filed with the board of supervisors.

d. A resolution declaring emergency medical services to be an essential service shall be deemed void if the proposition to impose the taxes fails at election, authority to impose the taxes expires, or if discontinuance of the authority to impose the tax is approved at election under subsection 5.

3. a. The taxes for emergency medical services shall only be imposed after an election at which sixty percent of those voting on the question of imposing the tax or combination of taxes specified in subsection 1, paragraph "a", subparagraph (1) or (2), vote in favor of the question. However, the tax or combination of taxes specified in subsection 1 shall not be imposed on property within or on residents of a benefited emergency medical services district under chapter 357F. The question of imposing the tax or combination of the taxes may be submitted at the regular city election, a special election, or the general election. Notice of the question shall be provided by publication at least sixty days before the time of the election and shall identify the tax or combination of taxes and the rate or rates, as applicable. If sixty

percent of those voting on the question approve the imposition of the tax or combination of taxes, the tax or combination of taxes may be imposed as follows:

(1) A local option income surtax may be imposed for tax years beginning on or after January 1 following the date the ordinance is filed with the director of revenue under section 422D.3, subsection 3.

(2) An ad valorem property tax may be imposed for property taxes due and payable in fiscal years beginning after the fiscal year in which the election was held.

b. Before a county imposes an income surtax as specified in subsection 1, paragraph "a", subparagraph (1), a benefited emergency medical services district in the county shall be dissolved, and the county shall be liable for the outstanding obligations of the benefited district. If the benefited district extends into more than one county, the county imposing the income surtax shall be liable for only that portion of the obligations relating to the portion of the benefited district in the county.

4. Revenues received by the county from the taxes imposed under this chapter shall be deposited into the emergency medical services trust fund created pursuant to section 422D.6 and shall be used as provided in that section.

5. For a county that is not one of the eleven most populous counties in the state, as determined by the latest preceding certified federal census or the latest applicable population estimate issued by the United States census bureau, whichever is most recent, any tax or combination of taxes imposed shall be for a maximum period of fifteen years. For a county that is one of the eleven most populous counties in the state, as determined by the latest preceding certified federal census or the latest applicable population estimate issued by the United States census bureau, whichever is most recent, any tax or combination of taxes imposed shall be for a maximum period of ten years. Discontinuance of the authority to impose a tax under this chapter prior to the expiration of the period of years for which the tax is approved shall be by petition and election. Upon receipt of a petition signed by eligible electors of the county equal in number to at least twenty-five percent of the votes cast in the county for the office of president of the United States or governor at the last preceding general election or five thousand, whichever is less, the board of supervisors shall direct the county commissioner of elections to submit to the voters of the county the question of whether to discontinue the authority to impose one or more of the taxes under this chapter. If a majority of those voting on the question of discontinuance of the board's authority to impose the tax favors discontinuance, the board shall not impose the property tax for any fiscal year beginning after the election approving the discontinuance and shall not impose the income surtax for any tax year beginning after the election approving the discontinuance unless imposition is subsequently again authorized at election. Following expiration or discontinuance of the authority to impose the taxes under this chapter, authority to reimpose the taxes requires approval in accordance with this section.

92 Acts, ch 1226, §17; 2011 Acts, ch 25, §83; 2013 Acts, ch 30, §92; 2021 Acts, ch 174, §55

Referred to in §422D.2, 422D.3, 422D.5, 422D.6

2021 amendment to section does not affect the imposition and collection of taxes under chapter 422D in effect on July 1, 2021, and such taxes shall continue to be imposed and administered until the period of authority to impose such taxes in effect immediately prior to July 1, 2021, expires; 2021 Acts, ch 174, §60

#### **422D.2 Local income surtax.**

A county may impose by ordinance a local income surtax as provided in section 422D.1 at the rate set by the board of supervisors, of up to one percent, on the state individual income tax of each individual residing in the county at the end of the individual's applicable tax year. However, the cumulative total of the percents of income surtax imposed on any taxpayer in the county shall not exceed twenty percent. The reason for imposing the surtax and the amount needed, as determined by the board of supervisors after recommendation of the county emergency medical services system advisory council, shall be set out on the ballot and in the ordinance. The surtax rate shall be set to raise only the amount needed. For

purposes of this section, “*state individual income tax*” means the tax computed under section 422.5, less the amounts of nonrefundable credits allowed under chapter 422, subchapter II.

92 Acts, ch 1226, §18; 97 Acts, ch 23, §46; 2006 Acts, ch 1158, §39; 2013 Acts, ch 123, §44 – 46; 2018 Acts, ch 1161, §51, 53, 54; 2020 Acts, ch 1062, §94; 2021 Acts, ch 174, §56

Limit on local surtax, §298.14

2018 amendment applies retroactively to January 1, 2018, for tax years beginning on or after that date; 2018 Acts, ch 1161, §54

2021 amendment to section does not affect the imposition and collection of taxes under chapter 422D in effect on July 1, 2021, and such taxes shall continue to be imposed and administered until the period of authority to impose such taxes in effect immediately prior to July 1, 2021, expires; 2021 Acts, ch 174, §60

#### **422D.3 Administration.**

1. A local income surtax may be imposed for tax years beginning on or after January 1 following the date the ordinance is filed with the director of revenue under subsection 3, and is repealed as provided in section 422D.1, subsection 5.

2. The director of revenue shall administer the local income surtax as nearly as possible in conjunction with the administration of state income tax laws. The director shall provide on the regular state tax forms for reporting local income surtax.

3. An ordinance imposing a local income surtax shall adopt by reference the applicable provisions of the appropriate sections of chapter 422, subchapter II. All powers and requirements of the director in administering the state income tax law apply to the administration of a local income surtax, including but not limited to, the provisions of sections 422.4, 422.20 through 422.31, 422.68, 422.70, and 422.72 through 422.75. Local officials shall confer with the director of revenue for assistance in drafting the ordinance imposing a local income surtax. A certified copy of the ordinance shall be filed with the director as soon as possible after passage.

4. The director, in consultation with local officials, shall collect and account for a local income surtax and any interest and penalties. The director shall credit local income surtax receipts and any interest and penalties collected from returns filed on or before November 1 of the calendar year following the tax year for which the local income surtax is imposed to a local income surtax fund established in the department of revenue. All local income surtax receipts and any interest and penalties received or refunded from returns filed after November 1 of the calendar year following the tax year for which the local income surtax is imposed shall be deposited in or withdrawn from the state general fund and shall be considered part of the cost of administering the local income surtax.

92 Acts, ch 1226, §19; 99 Acts, ch 151, §35, 89; 2003 Acts, ch 145, §286; 2018 Acts, ch 1026, §131; 2020 Acts, ch 1062, §94; 2021 Acts, ch 174, §57

Referred to in §422D.1

2021 amendment to subsection 1 does not affect the imposition and collection of taxes under chapter 422D in effect on July 1, 2021, and such taxes shall continue to be imposed and administered until the period of authority to impose such taxes in effect immediately prior to July 1, 2021, expires; 2021 Acts, ch 174, §60

#### **422D.4 Payment to local government — use of receipts.**

1. On or before December 15, the director of revenue shall make an accounting of the local income surtax receipts and any interest and penalties collected from returns filed on or before November 1 and shall certify to the treasurer of state this amount collected. The treasurer of state shall remit within fifteen days of the certification by the director to each county which has imposed a local income surtax the amount in the local income surtax fund collected as a result of its surtax.

2. Local income surtax moneys received by a county shall be deposited and used as provided in section 422D.6.

92 Acts, ch 1226, §20; 2003 Acts, ch 145, §286

#### **422D.5 Property tax levy.**

A county may levy an emergency medical services tax at the rate set by the board of supervisors subject to the limitation under section 422D.1, subsection 1, paragraph “a”, subparagraph (2), and approved at the election as provided in section 422D.1, on all taxable property in the county for fiscal years beginning with property taxes due and payable in the fiscal year beginning after the fiscal year in which the favorable election was held. The reason for imposing the tax and the amount needed, as determined by the board of supervisors

after recommendation of the county emergency medical services system advisory council, shall be set out on the ballot. The rate shall be set so as to raise only the amount needed.

92 Acts, ch 1226, §21; 2021 Acts, ch 174, §58

2021 amendment to section does not affect the imposition and collection of taxes under chapter 422D in effect on July 1, 2021, and such taxes shall continue to be imposed and administered until the period of authority to impose such taxes in effect immediately prior to July 1, 2021, expires; 2021 Acts, ch 174, §60

**422D.6 Emergency medical services trust fund.**

1. A county authorized to impose a tax under this chapter shall establish an emergency medical services trust fund into which revenues received from the taxes imposed shall be deposited. Moneys in the trust fund shall be used for emergency medical services. In addition, moneys in the fund may be used for the purpose of matching federal or state funds for education and training related to emergency medical services. Moneys remaining in the fund following expiration or discontinuance of the authority to impose the taxes as provided in section 422D.1, subsection 5, shall remain in the fund and may be expended for the purposes specified in this section.

2. A county may enter into chapter 28E agreements with other counties in order to ensure adequate coverage of the county's service area.

3. Costs which are eligible for emergency medical services trust fund expenditures include, but are not limited to:

- a. Defibrillators.
- b. Nondisposable essential ambulance equipment, as defined by rule by the Iowa department of public health.
- c. Communications pagers, radios, and base repeaters.
- d. Training in the use of emergency medical services equipment.
- e. Vehicles including, but not limited to, ambulances, fire apparatus, boats, rescue/first response vehicles, and snowmobiles.
- f. Automotive parts.
- g. Buildings.
- h. Land.

92 Acts, ch 1226, §22; 2021 Acts, ch 174, §59

Referred to in §135.25, 422D.1, 422D.4

2021 amendment to subsection 1 does not affect the imposition and collection of taxes under chapter 422D in effect on July 1, 2021, and such taxes shall continue to be imposed and administered until the period of authority to impose such taxes in effect immediately prior to July 1, 2021, expires; 2021 Acts, ch 174, §60

Tentative schedule declaring Emergency Medical Service (EMS) as an essential service (Iowa Code Chapter 422D)

May 15 Appanoose County Board of Supervisors take action to inform the public that they are considering a resolution declaring emergency medical service to be an essential service.

May 17 Notice to the public of intent to consider a resolution declaring emergency medical service to be an essential service for Appanoose County.

Public meetings to request input from the public

EMS agencies work on putting together cost for services currently and into the future.

July 17 Consideration of resolution by the Board of Supervisors.

August 7 Second reading of resolution.

Aug 21 Final approval of resolution.

Establish an emergency medical services systems advisory council.

Receive input from the EMS advisory council.

Sept 6 Final Posting Date for publication for posting on November 7 Ballot for county wide consideration for funding.

Resolution #2023-28

RESOLUTION DECLARING EMERGENCY MEDICAL SERVICES

TO BE AN ESSENTIAL SERVICE

A resolution by Appanoose County to declare emergency medical services (EMS) to be an essential county service as authorized by Iowa Code Section 422D.1.

WHEREAS, Appanoose County contracts for EMS for its residents.

WHEREAS, ensuring efficient and effective EMS coverage is essential for maintaining the health and welfare of its residents.

WHEREAS, to be able to efficiently and effectively provide EMS to its residents, the Board of Supervisors will proceed with the process under Iowa Code Section 422D.1 to declare emergency medical services as an essential county service to allow a local option income surtax and/or an ad valorem property tax for EMS and the creation of a county emergency medical services system advisory council to assist in researching and assessing the service needs of the county and guiding the implementation of the same.

WHEREAS, Appanoose County on May 15, 2023, directed that notice of the first meeting to consider this resolution be made and any other actions be taken as necessary to proceed with the process under Iowa Code Section 422D.1 to declare EMS to be an essential county service.

First Reading: July 17, 2023 Roll Call: Demry \_\_\_ McGill \_\_\_ Kulmatycki \_\_\_ Approved/Denied

Second Reading: August 7, 2023 Roll Call: Demry \_\_\_ McGill \_\_\_ Kulmatycki \_\_\_ Approved/Denied

Third Reading: August 21, 2023 Roll Call: Demry \_\_\_ McGill \_\_\_ Kulmatycki \_\_\_ Approved/Denied

NOW THEREFORE, BE IT RESOLVED; that Appanoose County hereby declares emergency medical services to be an essential county service.

BE IT FURTHER RESOLVED, that Appanoose County directs that and any other actions be taken as necessary to proceed with the process under Iowa Code Section 422D.1 to declare EMS be an essential county service.

HEREBY RESOLVED by the Board of Supervisors for Appanoose County on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_

Linda Demry, Chairman

Appanoose County Board of Supervisors

Attest:

\_\_\_\_\_

Kelly Howard, Appanoose County Auditor