

OFFICE OF THE

Appanoose County Auditor

KELLY HOWARD

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

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

Meeting Agenda

July 17, 2023

The Appanoose County Board of Supervisors will meet Monday, July 17, 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/Approve Agenda
3. Approve minutes of the July 3, 2023 meeting
4. Approve reports (7/7 payroll, Auditor, Recorder & Sheriff Quarterly Reports, and Taylor Township Financials)
5. Approve bills
6. Pam Messersmith/Debbie Dell, Conservation Board: exempt employee vote
7. First Reading Resolution 2023-28: Declaring EMS an Essential Service
8. Discuss RFP for Courthouse Tuckpointing
9. Approve Memorandum of Understanding with State OCIO: EDR Software
10. County Engineer report
 - a. Funding Agreement with Iowa Department of Transportation on project No. BROS-C004(121)—8J-04, Bridge Replacement on 150th Avenue over Walnut Creek
 - b. Funding Agreement with Iowa Department of Transportation on project No. BROS-C004(122)—5F-04, Bridge Replacement on 110th Avenue over Walnut Creek
 - c. Approve final plans for project No. BROS-C004(121)—8J-04, Bridge Replacement on 150th Avenue over Walnut Creek
 - d. Approve final plans for project No. BROS-C004(122)—5F-04, Bridge Replacement on 110th Avenue over Walnut Creek
 - e. Approve final plans for project No. FM-C004(125)—55-04, Seal Coat Portions of S70, J18, J29
 - f. Approve Resolution 2023-38: Set Public Hearing for Vacation of Appanoose County Road 510th Street (Old Primary Highway No. 2) from 135th Avenue, east approximately 1100 feet, together with all structures, including but not limited to bridge 992758 (FHWA #603380).
11. Public Comments
12. Adjourn

Posted 7/12/23

July 3, 2023

Appanoose County Board of Supervisors met in regular session July 3, 2023 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Linda Demry, Chairperson, and Jeff Kulmatycki, Boardmember. Absent: Mark McGill.

The meeting started with the pledge.

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

Kulmatycki motioned to approve the minutes from the June 19, 2023 meeting. Seconded by Demry. All voted aye.

Kulmatycki motioned to approve 6/23 payroll and May Prisoner Room & Board. Seconded by Demry. All voted aye.

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

Airgas USA	Engineering Services	456.89
Alliant	Electric Light & Power	902.91
Amer Home Fdg	Juvenile Detention & Shel	326.55
App Co Tourism	Contrib. & Purchase Serv	10347.92
Bailey Off	Off. Supplies & Forms	18.53
D Barnthouse	Building Repair & Maintce	150.00
Daniel Bennett	Transportation	880.00
Bratz Oil	Mileage & Transp. Expense	82.95
Brown's Shoe	Engineering Services	295.85
Cantera Aggregates	Engineering Services	11961.82
Capital Sanitary Supply	Custodial Supplies	236.80
Centec	Care of Soldiers Graves	714.58
Cville Fire Rescue	Transportation	370.00
Cville Wtrwks	Water & Sewer	715.15
C'ville Produce & Feed	Engineering Services	1536.75
Chariton Valley Elec	Engineering Services	51.91
Chariton Valley Housing	Contrib. & Purchase Serv	7500.00
City Cville	Salary-Regular Employees	5629.29
Ted Clark Plumbing	Engineering Services	130.00
Dave's Tire Shop	Engineering Services	59.00
Davison Fuels & Oil	Fuels	117.07
John Day Co	Engineering Services	601.88
L Demry	Mileage & Transp. Expense	40.50
Denco	Engineering Services	147724.25
S Dittmer	Legal Serv. Dep-Subp-Tran	314.40
Don's Truck Sales	Engineering Services	566.03
Douglas Township	Care of Soldiers Graves	446.00
Eastern IA Tire	Engineering Services	1963.11
First National Bank	Dues & Memberships	37.50
Fogle TV	Equip. Parts & Supplies	14.57
GlaxoSmithKline	Prescriptions & Medicine	478.04
GreatAmerica	Computer Services	407.40
M Hagist	Medical & Health Services	550.00
Hamilton Produce	Engineering Services	145.80
Hills San	Engineering Services	231.00
Housby Mack	Engineering Services	7321.30
Kelly Howard	Educational & Train.Serv.	98.98
IA Dept of Transp	Engineering Services	1266.08
IMWCA	Workmens' Comp. Ins.	28394.00
IA Media Network	Typing-Print.-Bind.Serv.	234.35
IA Prison Industries	Motor Vehicle	797.39

IPAC	Election Supplies	3846.28
ISAC	Dues & Memberships	6800.00
J & J Ready Mix	Engineering Services	4030.00
Kimball	Engineering Services	665.06
R Lamb	Medical & Health Services	600.00
Lick Creek Enterprises	Bridge & Culvert Maint.	3772.00
Mail Serv	Vehicle Renewal Notices	503.97
Mainstay Systems	Off. Supplies & Forms	2325.00
A McConnell	Medical & Health Services	250.00
Metal Culverts	Bridge & Culvert Maint.	20050.00
MINK	Educational & Train.Serv.	65.00
Natel	Telephone & Telegr.Serv.	907.17
Northland Securities	Acct.-Audit.-Cler.Serv.	1250.00
PACT	Contrib. & Purchase Serv	25000.00
Petty C-Sheriff	Building Repair & Maintce	4.29
Quick Shop	Transportation	57.89
Quill	Off. Supplies & Forms	39.98
Rainbo Oil	Engineering Services	2638.76
RASWC	Garbage Serv	88.70
YMCA	Contrib. & Purchase Serv	7500.00
RRWA	Engineering Services	27.00
River Hills	Medical & Health Services	458.00
G Roefer	Medical & Health Services	200.00
Auditor of State	Acct.-Audit.-Cler.Serv.	50606.87
Schneider Geospatial	Computer & Microfilm Supp	4250.00
SE IA Assessors	Educational & Train.Serv.	500.00
Seneca	Engineering Services	3000.00
Seymour Tire	Engineering Services	70.00
M Sias	Salary-Regular Employees	1129.17
B Skinner	Educational & Train.Serv.	138.40
SMS Power Train	Engineering Services	3080.41
Snap-On Tools	Engineering Services	429.60
Snap-On-Tools	Engineering Services	717.71
Stanard & Associates	Educational & Train.Serv.	58.00
Sydenstricker Nobbe	Engineering Services	297.91
Thomas Funeral Home	Mileage & Transp. Expense	2400.00
US Bank	Engineering Services	1960.52
US Cellular	Off. Supplies & Forms	684.27
Verizon	Engineering Supplies	200.04
Walker Welding	Engineering Services	58.18
Wapello Co Aud	Legal & Ct-Related Serv.	772.88
Wayne Co Sheriff	Legal Serv. Dep-Subp-Tran	50.25
Windstream	Telephone & Telegr.Serv.	823.20
Xerox	Off. Supplies & Forms	292.61
10-15	Contrib. & Purchase Serv	2500.00
5th Dist Treas Assn	Educational & Train.Serv.	120.00
Grand Total		389335.67

Kulmatycki motioned to approve the handwritten warrant #54533 to Solutions for \$15,616. Seconded by Demry. All voted aye.

Kulmatycki motioned to approve the corrected FY24 Salary Certification for Emergency Management. Seconded by Demry. All voted aye.

Kulmatycki motioned to approve Resolutions 2023-36 & 2023-37. Seconded by Demry. All voted aye.

2023-36

RESOLUTION FOR SPEED LIMIT ESTABLISHMENT PUBLIC HEARING

Appanoose County

WHEREAS, a request has been made with the Appanoose County Board of Supervisors asking that action be taken to establish speed limits along Appanoose County Highway T30, described as follows:

The portion of County Highway T30 from Iowa Highway 5 southeast through the town of Exline to the County Limits at the Missouri state line.

NOW THEREFORE BE IT RESOLVED that a hearing on the speed limit establishment will be held in the Board Room, Appanoose County Courthouse, 201 N 12th, Centerville IA 52544 at 9:10 AM on Monday July 17, 2023 in accordance with Iowa Code Chapter 306.

/s/ Linda Demry, Chair Appanoose County Board of Supervisors Date 7/3/23

ATTEST: /s/Kelly Howard, Appanoose County Auditor Date: 7/3/23

2023-37

RESOLUTION FOR SPEED LIMIT ESTABLISHMENT PUBLIC HEARING

Appanoose County

WHEREAS, a request has been made with the Appanoose County Board of Supervisors asking that action be taken to establish speed limits along Appanoose County Road 160th Avenue, described as follows:

The portion of County Road 160th Avenue from County Highway J18 southeast to the County Limits at the entrance of Honey Creek State Park.

NOW THEREFORE BE IT RESOLVED that a hearing on the speed limit establishment will be held in the Board Room, Appanoose County Courthouse, 201 N 12th, Centerville IA 52544 at 9:15 AM on Monday July 17, 2023 in accordance with Iowa Code Chapter 306.

/s/Linda Demry, Chair Appanoose County Board of Supervisors Date: 7/3/2023

ATTEST: /s/Kelly Howard, Appanoose County Auditor Date: 7/3/2023

No County Engineer report

Public Comments: Tammy Wheeler from Farmer’s Mutual provided an update on their fiber project.

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

The Board adjourned to meet the call of the Auditor at 9:04 A.M.

Appanoose County Board of Supervisors

Attest:

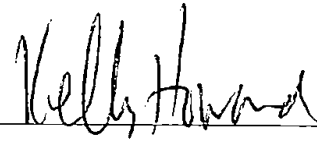
Kelly Howard, Appanoose County Auditor

STATE OF IOWA, APPANOOSE COUNTY
TO THE BOARD OF SUPERVISORS OF APPANOOSE COUNTY, IOWA

I, Kelly Howard, Auditor of the above-named County and State do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the quarter ended June 30, 2023, and the same has been paid to the proper authorities as per duplicate voucher as attached:

Plat Books	\$125.00
Copy Work	\$0.0
Misc.	<u>\$0.0</u>
Total	<u><u>\$125.00</u></u>

RESPECTFULLY SUBMITTED,



County Auditor

County Recorder's Report of Fees Collected

I Maegan Messamaker, Recorder of the County of Appanoose State of Iowa, do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the quarter ending, June 30, 2023 and the same has been paid to the County Treasurer, as per duplicate vouchers which are provided upon request.

Recording Deeds	\$2,955.00
Real Estate Mortgages	\$8,245.00
Releases & Assignments	\$850.00
Hunting & Fishing Licenses	\$51.50
Copies	\$549.55
Boat Registration Writing Fees	\$241.25
Miscellaneous	\$2,775.00
Snow & ATV Writing Fees	\$123.75
R.E. Transfer Tax - 17.24%	\$7,454.49
Vital Records - 40%	\$1,124.00
County Conservation	\$270.00
Total	\$24,639.54

All of which is respectfully submitted.



Maegan Messamaker
Appanoose County Recorder

APPANOOSE COUNTY SHERIFF

Treasurer Report

04/01/2023 thru 06/29/2023

	Beginning Running Balance	42,263.28
JUN	Credits (Deposits)	84,294.40
	Debits (Withdraws)	31,481.48
	Ending Running Balance	\$95,076.20

Receipt Details - Collected during date range

CL-CINCINNATI	300.00
CL-MORAVIA	1,200.00
CL-MOULTON	600.00
CL-MYSTIC	300.00
CL-NUMA	500.00
COPIES_CV	160.50
DL-COUNTY	2.00
DL-DOT	5.50
DVD/CD	1.00
INMATEBOND	600.00
INTEREST	4.87
JAIL COMMISSARY	4,340.00
JAIL MEDICAL RE	21.08
JAIL MEDICATION	22.92
JAIL PHONES	4,401.13
JAIL REIMBURSE	2,950.00
JAIL ROOM/BOARD	300.00
JAIL WORK REL	582.81
MAIL	19.40
MILEAGE	675.00
MISC	30,221.38
SERVICE FEES	3,630.00
SEX OFFEND REG	275.00
TRUST FUND	30,131.81
WP-ACQUIRE	150.00
WP-COUNTY	2,320.00
WP-DPS	580.00

Receipts Posted by Date Paid:	84,294.40
Receipts with Date Paid Before Minimum Date, deposited this Date Range:	0.00
Advance Fees Deposited this Date Range:	0.00
(This should equal credits for the date range) Deposited Total:	84,294.40

Payout Information:

Monthly Starting Balance:	42,263.28
Receipts deposited this date range:	84,294.40
Total to Account For:	126,557.68
Disbursements Made This Date Range:	-31,481.48

Funds to be paid to County Treasurer: Should Match Checkbook

CL-CINCINNATI	300.00
CL-MORAVIA	1,200.00
CL-MOULTON	600.00
CL-MYSTIC	300.00
CL-NUMA	500.00
COPIES_CV	160.50
DL-COUNTY	2.00
DVD/CD	1.00
INTEREST	7.45
JAIL COMMISSARY	4,340.00
JAIL MEDICAL RE	21.08
JAIL MEDICATION	22.92
JAIL PHONES	4,401.13
JAIL REIMBURSE	2,950.00
JAIL ROOM/BOARD	300.00
JAIL WORK REL	582.81
MAIL	19.40
MILEAGE	675.00
MISC	30,221.38
SERVICE FEES	3,630.00
SEX OFFEND REG	275.00
WP-ACQUIRE	150.00
WP-COUNTY	2,320.00

Total fees Due to County Treasurer: 52,979.67

Other Funds in Checkbook:

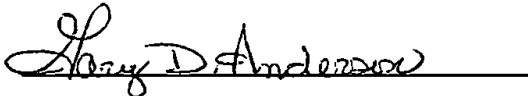
REFUND	0.00
TRUST FUND	41,951.53
WP-DPS	145.00

Total Other Funds in Checkbook: 42,096.53

Zero Balance Check

0.00

I, the Sheriff of APPANOOSE COUNTY SHERIFF do hereby certify that the report given above is a correct report of payments collected by me as said Sheriff during the month ending 6/29/2023



Prepared by:

APPANOOSE COUNTY, TAYLOR TOWNSHIP

SUMMARY STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2022 thru June 30, 2023

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

1	SUMMARY	TOWNSHIP FUNDS						TOTAL
		Cemetery and Parks	Fire and Emergency Services					
2	BEGINNING FUND BALANCE JULY 1, <u>2022</u> add (+)	12,768.05	5,329.06					18,097.11
3	TOTAL REVENUE less (-)	9,632.67	13,861.75					23,494.42
4	TOTAL DISBURSEMENTS equals (=)	9,585.99	13,496.26					23,082.25
5	ENDING FUND BALANCE JUNE 30, <u>2023</u>	12,814.73	5,694.55					18,509.28
6	PUBLIC DEBT BALANCES AT YEAR END							
7	RESERVE FUND BALANCES AT YEAR END							

CERTIFICATION

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

Denise Hawk
Township Clerk

6/29/23
Date

Chris E. Spencer
Erin Williams
Jeremy Hawk
Township Trustees

FILED APP CO AUDIT
JUN 29 '23 10:10

APPANOOSE COUNTY,

TAYLOR

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2022 thru June 30, 2023

1 STATEMENT OF RECEIPTS		TOWNSHIP FUNDS						TOTAL
		Cemetery and Parks	Fire and Emergency Services					
2								
3		+ Cash on hand						
4	BEGINNING FUND BALANCE	+ Checking	12,768.05	5,329.06				18,097.11
5	07/01/ 2022	+ Savings						
6		+ Other						
7		= Total	12,768.05	5,329.06				18,097.11
8	DATE	RECEIPTS DURING FISCAL YEAR						
9	7/8/2022	Appanoose Co Treasurer- CD Interest	0.76					0.76
10	10-Jul-22	Marilyn Moore/McGrann donation plot #54	200.00					200.00
11	7/15/2022	Appanoose Co Treasurer - Tax Rec	81.80	130.90				212.70
12	9/15/2022	Appanoose Co Treasurer - Tax Rec	1,507.26	2,596.01				4,103.27
13	10/14/2022	Appanoose Co Treasurer - Tax Rec	2,492.05	4,291.96				6,784.01
14	11/15/2022	Appanoose Co Treasurer - Tax Rec	341.68	588.47				930.15
15	11/15/2022	Appanoose Co Treas. - C/I Rep Claim	113.80					113.80
16	12/15/2022	Appanoose Co Treasurer- Tax Rec	325.06	559.86				884.92
17	12/21/2022	Jeremy & Denise Hawk/ Nancy Hawk Plots	100.00					100.00
18								
19	12/30/2022	Adding uncashed check payable to	550.00					550.00
20		\$550 to Selix Lawn Care						
21								
22	1/13/2023	Appanoose Co Treasurer- Tax Rec	52.22	89.92				142.14
23	2/15/2023	Appanoose Co Treasurer- Tax Rec	9.00	15.51				24.51
24	3/15/2023	Appanoose Co Treasurer- Tax Rec	420.64	724.44				1,145.08
25	4/15/2023	Appanoose Co Treasurer- Tax Rec	2,537.82	4,370.81				6,908.63
26	4/15/2023	Appanoose Co Treasurer-C/I Rep Claim	113.81					113.81
27	5/5/2023	Cynthia Homan plot# 223 Main Station	100.00					100.00
28	5/5/2023	Jim Lindsay & Lisa Robb plot#229,230,231	400.00					400.00
29	5/15/2023	Appanoose Co Treasurer- Tax Rec	266.57	459.09				725.66
30	6/15/2023	Appanoose Co Treasurer- Tax Rec	20.20	34.78				54.98
31								
32								
33								
34								
35								
36								
37	TOTAL REVENUE FROM THIS PAGE		9,632.67	13,861.75				23,494.42
38	TOTAL REVENUE FROM ATTACHED PAGES							
39	TOTAL REVENUE FOR YEAR		9,632.67	13,861.75				23,494.42
40	TOTAL TO BE ACCOUNTED FOR (Beginning Balance + Total Revenue)		22,400.72	19,190.81				41,591.53

APPANOOSE COUNTY,

TAYLOR

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2022 thru June 30, 2023

1	STATEMENT OF DISBURSEMENTS	TOWNSHIP FUNDS						TOTAL
		Cemetery and Parks	Fire and Emergency Services					
2								
3	DATE	DISBURSEMENTS DURING FISCAL YEAR						
4		7/1/22 Bank Bal \$18647.11						
5		minus outstanding check \$550.00						
6		7/1/22 Beg bank bal \$18097.11						
7	7/7/2022	Selix Lawn Care 4 June mowings ck 469	1,500.00				1,500.00	
8	7/11/2022	City of Moravia ck 470 Fire Rec 1/1/22 to 6/		5,329.06			5,329.06	
9	8/11/2022	Selix Lawn Care 3 July mowings ck 471	1,125.00				1,125.00	
10	10/4/2022	Selix Lawn Care 2 August mowings ck 472	750.00				750.00	
11	10/17/2022	Selix Lawn Care 2 September mow ck 473	750.00				750.00	
12	11/1/2022	Selix Lawn Care 3 October mowings ck 474	1,125.00				1,125.00	
13	1/9/2023	City of Moravia ck 475 Fire Rec 7/1/22 to 1/		8,167.20			8,167.20	
14	1/22/2023	Jeremy Hawk ck 476 Metal detector reimb	759.95				759.95	
15	1/22/2023	Jeremy Hawk ck 477 HP Laptop & 1yr Offic	845.28				845.28	
16	1/18/2023	Harland Clarke check order for checkbook	28.85				28.85	
17	2/12/2023	Denise Hawk ck 478 HPink & Laptop Case	76.91				76.91	
18	4/30/2023	Selix Lawn Care 2 April mowings ck 479	750.00				750.00	
19	6/6/2023	Selix Lawn Care 5 May mowings ck 480	1,875.00				1,875.00	
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32	TOTAL DISBURSEMENTS FROM THIS PAGE		9,585.99	13,496.26			23,082.25	
33	TOTAL DISBURSEMENTS FROM ATTACHED PAGES							
34	TOTAL DISBURSMENTS FOR YEAR		9,585.99	13,496.26			23,082.25	
35	ENDING FUND BALANCE 06/30/ 2023	+ Cash on hand						
36		+ Checking	12,814.73	5,694.55			18,509.28	
37		+ Savings						
38		+ Other						
39		= Total	12,814.73	5,694.55			18,509.28	
40	TOTAL TO BE ACCOUNTED FOR							
	Total Disbursements+Ending Balance (must=Page R1 line 40)		22,400.72	19,190.81			41,591.53	

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.

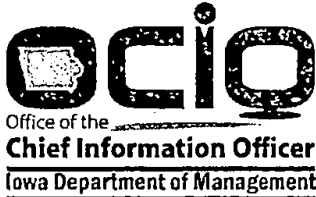
BE IT FURTHER RESOLVED, that Appanoose County directs that and any other actions be taken as necessary to proceed with the process under Iowa Code Section 422D.1 to declare EMS be an essential county service.

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



KIM REYNOLDS, GOVERNOR

ADAM GREGG, LT. GOVERNOR

Iowa Office of the Chief Information Officer
Contracts Declaration & Execution (“CD&E”)

Memorandum of Understanding for Enhanced Security Services (“MOU”)		MOU Number: [Contract No. xxxxx]
State Agency’s Name: Department of Management (“DOM”), Iowa Office of the Chief Information Officer (“OCIO”)		
OCIO’s Address: 200 E. Grand Ave. Des Moines, IA 50309		
OCIO MOU Contact (“OCIO Notice Address”): ATTN: Local Government Program Manager 200 E Grand Ave, Des Moines, IA 50309 515.281.5503 government.services@iowa.gov		
Customer Name (hereafter “Customer”): Appanoose		
Customer Address		201 N 12th St, Centerville, IA 52544
Customer MOU Contact (“Customer Notice Address”): Kelly Howard 201 N 12th St #11 Centerville, IA 52544 (641) 856-6191 khoward@appanoosecounty.net		
MOU Effective Date (the “Effective Date”): Date of last signature below	Date of Expiration: Feb. 28, 2025	Available Annual Renewals: None
<ol style="list-style-type: none"> Introduction. This is effective as of the Effective Date. The parties may be referred to herein individually as a “Party” or collectively as the “Parties”. Purpose. Through this MOU, entered into pursuant to authority under Iowa Code chapter 8B, OCIO’s will make available to the Customer Information Technology Services, including services designed to guard against cyber attacks that could adversely impact Customer’s ability to deliver mission critical services, threaten lifeline critical infrastructure, or otherwise negatively impact the public health, safety, and welfare. This MOU establishes the terms and conditions pursuant to which the Office provides these Enhanced Security Services (“ESS”). This includes the current 		

Endpoint Detection and Response (“EDR”) software used to secure devices. This MOU supersedes and replaces any pre-existing MOU between the parties for the provision of similar services.

3. **Documents Incorporated.** This MOU consists of the attachments identified below which are incorporated by this reference as if fully set forth herein, and together comprise the terms and conditions governing the relationship between the Parties. Documents incorporated by reference into this MOU are designated below:

- Attachment A: Services & Pricing
- Attachment B: Obligation of Parties Onboarding Plan
- General Terms for Cybersecurity Services, available at:
<https://ocio.iowa.gov/document/general-terms-and-conditions-cybersecurity-services-0>.
- Exhibit 7 & or IRS Publication 1075, available at:
<https://ocio.iowa.gov/document/irs-pub1075-ex7>.
- IT Business Associate Agreement, available at:
<https://ocio.iowa.gov/document/20220224-baa-it>.
- IT Qualified Service Organization, available at:
<https://ocio.iowa.gov/document/20220224-it-qso>.

4. **Amendment of Attachments.** Attachments may be amended from time to time. Updated versions of attachment will be posted at <https://ocio.iowa.gov/contract-terms-and-conditions-templates> and electronic notice of the amended attachment will be provided to the Customer. The Customer shall be deemed to have accepted the updated Attachment unless the Customer provides notice of its non-acceptance in accordance with the Notice provisions of the Contract within 30 days.

5. **Order of Precedence.** In the event of any conflict or inconsistency between the various provisions of this MOU, the MOU will be interpreted in accordance with the following order of preference, presented in descending order of precedence, to the extent each is incorporated by reference above:

- 5.1. The text of this MOU, excluding any attachment;
- 5.2. Any Attachment or Exhibit to this MOU;
- 5.3. The General Terms;
- 5.4. The IRS Publication 1075 document;
- 5.5. The IT Business Associate Agreement;
- 5.6. The IT Qualified Service Organization document.

6. **Term and Termination.** The term of this MOU shall be as stated in the table above unless terminated earlier in accordance with this provision. This MOU will begin on the Effective Date and expire on the Date of Expiration unless otherwise terminated by the parties as set forth below:

- 6.1. **Termination by Customer.** This MOU is non-cancellable during the Term.
- 6.2. **Termination by OCIO.** OCIO may terminate this MOU upon 90-days’ notice with or without cause. Noncompliance with the terms in Attachment B may result in immediate termination of this MOU.
- 6.3. **Effect of Termination.** Effective immediately upon notice of termination, Customer agrees to uninstall any and all third party software installed on Customer devices pursuant to this MOU. OCIO will cease monitoring Customer’s environment 30 days after the notice of Termination or upon expiration of this MOU, whichever is earlier.

7. **Services & Pricing.** The goods and services provided pursuant to this MOU are set forth in Attachment A.

- 7.1. Pricing. There is no cost associated with provision of services described hereunder.
- 7.2. Authorized Utilization. Customer is entitled to install EDR software on Customer devices up to the number of authorized installations identified in Attachment A.
 - 7.2.1. **Additional Installations.** Absent an amendment, Customer may not exceed the not-to-exceed installation number. Please contact the Local Government Program Manager to receive the Installation Change Order Form.
 - 7.2.2. **Reducing Installations.** Authorized Installations may be reduced during the term of the MOU. In the event of reductions in Authorized Installations, Customer must notify OCIO within 30 days. Please contact the Local Government Program Manager to receive the Installation Change Order Form.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this MOU and have caused their duly authorized representatives to execute this MOU.

Customer, by

Signature: _____

Printed Name: Linda Demry

Title: Chairperson, Appanoose County Board of Supervisors

Date: 7/17/2023

The Iowa Department of Management, Office of the Chief Information Officer, by

Signature: _____

Printed Name: Matt Behrens

Title: Chief Information Officer

Date: _____

Attachment A: Services & Pricing

List of Goods/Services Provided to Local Governments

Service: Enhanced Security Services

- 24/7 Security Operations Center monitoring
- EDR software (CrowdStrike)

Authorized Installations: 6

Category: Security

Description: This service will provide next generation Endpoint Detection and Response (EDR) for managed endpoints including PCs, servers and other devices. The EDR platform is designed to prevent a wide range of known and unknown malware and threats and to provide protection from such threats; in addition, they provide the ability to investigate and remediate incidents that evade protection controls. Additionally this service includes 24x7 around the clock security monitoring and incident response positioned to appropriately respond to cybersecurity threats against the protected endpoints. Pursuant to Iowa Code section 47.1(8) and Iowa Admin. Code rule 721-29.4(4), county auditor offices must participate in OCIO's cybersecurity services. Other county offices may participate in the same services but are not compelled to do so.

Attachment B: Obligations of the Parties

Through this MOU, Customer agrees to:

1. Install the EDR software on all county-issued devices in the County Auditor's office.
2. Install the EDR software on other county-issued devices up to the Authorized Installations as referenced in Attachment A.
3. Inquire with the OCIO Security Operations Center ("SOC") to confirm that for each installation the SOC can see the computer on the SOC monitoring tools. Inquiries must be by email sent to: soc@iowa.gov.
4. Assist OCIO staff in evaluating EDR logs during the phased implementation of the EDR tool and remediating or whitelisting identified issues.
5. Evaluate installation reports provided periodically by OCIO throughout the Term to ensure that appropriate devices in Customer facilities are protected with EDR software.
6. Work with OCIO staff in responding to security incidents by providing information or access as necessary to ensure security incidents are fully addressed and remediated.
7. Uninstall OCIO-provided EDR software at the end of the MOU, or as otherwise directed by OCIO.

Through this MOU, OCIO agrees to:

1. Provide EDR software to Customer so that Customer can install the EDR tool on all devices in the County Auditor's office and up to the Authorized Installations referenced in Attachment A.
2. Respond to Customer inquiries concerning the installed status of EDR software on specific devices.
3. Provide logs to Customer during the phased implementation of the EDR software and consult with the Customer concerning the logs to either provide guidance on remediation of log entries or to whitelist the activity within the EDR monitoring tool.
4. Provide installation reports to Customer at least yearly so that Customer can determine whether or not EDR software is installed within Customer facilities up to the Authorized Installations referenced in Attachment A.
5. Work with Customer staff on an ongoing basis to evaluate security incidents identified by the EDR tool or otherwise.
6. Work with Customer staff in response to any security breach identified to provide Customer the necessary information and guidance so that Customer can respond to and remediate any security breach. This MOU does not cover additional response and remediation services offered by the

OCIO, which may be offered through a separate agreement.

7. UNINSTALL - Support the customer in the uninstallation process.

BRIDGE AND APPROACHES - CCS
 LETTING DATE: NOVEMBER 21, 2023

PROJECT NO. BROS-C004(121)--8J-04

APPANOOSE COUNTY

TOTAL SHEETS
 13

STANDARD ROAD PLANS	
STANDARD ROAD PLANS ARE LISTED ON SHEET 9.	
SECTION 404 PERMIT AND CONDITIONS	281-1 MODIFIED
CONSTRUCT THIS PROJECT ACCORDING TO THE REQUIREMENTS OF U.S. ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT 14. NATIONWIDE PERMIT 14 CONDITIONS CAN BE FOUND AT http://www.mvr.usace.army.mil/Missions/Regulatory/Permits/ . THE U.S. ARMY CORPS OF ENGINEERS RESERVES THE RIGHT TO VISIT THE SITE WITHOUT PRIOR NOTICE.	



PLANS OF PROPOSED IMPROVEMENT ON THE
 SECONDARY ROAD SYSTEM
APPANOOSE COUNTY

PROJECT NO. BROS-C004(121)--8J-04
 BRIDGE AND APPROACHES - CCS

ON 150TH AVE, OVER WALNUT CREEK, FROM IA 2 N 0.8 MILES TO BRIDGE S25 T69 R19

REFER TO THE PROPOSAL FORM FOR LIST OF APPLICABLE SPECIFICATIONS.

THIS PROJECT IS COVERED BY THE IOWA DEPARTMENT OF NATURAL RESOURCES NPOES GENERAL PERMIT NO. 2. THE CONTRACTOR SHALL CARRY OUT THE TERMS AND CONDITIONS OF GENERAL PERMIT NO. 2 AND THE STORM WATER POLLUTION PREVENTION PLAN WHICH IS A PART OF THESE CONTRACT DOCUMENTS. REFER TO SECTION 2602 OF THE STANDARD SPECIFICATIONS FOR ADDITIONAL INFORMATION.

MILEAGE SUMMARY
 STA. 11+50.00 TO STA. 16+30.00 = 480 LIN. FT. = 0.00909 MILES

2014, TRAFFIC COUNT = 50 V.P.D.

PROJECT NO. BROS-C004(121)--8J-04
 FHWA NO. 065731
 COUNTY BR. NO. 992502

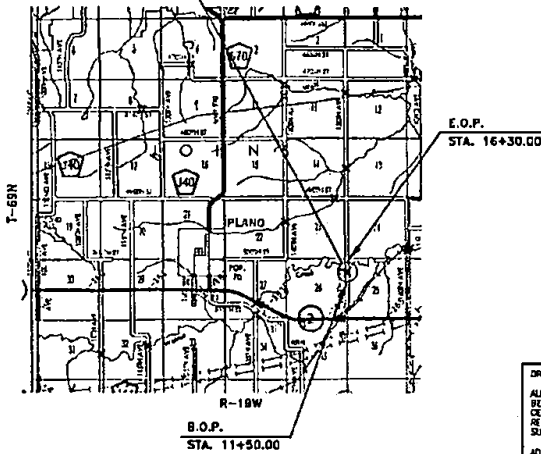
INDEX OF SHEETS

- TITLE SHEET
- QUANTITY SUMMARY
- SITUATION PLAN
- GENERAL PLAN
- GENERAL NOTES & TYPICAL SECTION
- POLLUTION PREVENTION PLAN
- SOUNDING DATA
- SUPERSTRUCTURE DETAILS
- TABULATIONS
- 10-15. CROSS SECTIONS

IOWA DEPARTMENT OF TRANSPORTATION STANDARDS REQUIRED	
STANDARD	LATEST REVISION
J24-01-06	06-22
J24-16-06	06-21
J24-17-06	06-22
J24-20-06	06-22
J24-21-06	06-22
J24-23-06	06-22
J24-24-06	06-22
J24-25-06	06-22
J24-28-06	06-22
J24-40-06	06-22
J24-41-06	06-22
J24-43-06	06-22
PICL	03-22

THESE SHEETS MAY BE OBTAINED AT THE ELECTRONIC REFERENCE LIBRARY WEBSITE. <http://www.iowadot.gov/ert/index.html>

B.O.P. STA. 11+50.00
 E.O.P. STA. 16+30.00
 FHWA NO. 065731
 STATION 14+40.00
 PROPOSED 140'-0" x 24'-6" CONTINUOUS
 CONCRETE SLAB BRIDGE
 15' SKEW, RT, AHEAD



UTILITY CONTACTS				
COMPANY	UTILITY	CONTACT	PHONE #	EMAIL
WINDSTREAM COMMUNICATIONS	TELECOM	-	800-289-1901	-
ALLIANT ENERGY	ELECTRIC	-	800-255-4266	-

INDEX OF SEALS		
SHEET NO.	NAME	TYPE
7	DAVID LOGEMANN	SOILS
J24 STANDARDS	JAMES S. NELSON	STRUCTURAL DESIGN
PICL	JAMES S. NELSON	STRUCTURAL DESIGN



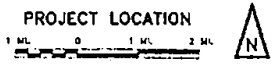
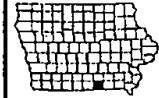
I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.
Juli Redmond DATE: 6/15/23
 JULI A. REDMOND, P.E.
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024.
 PAGES OR SHEETS COVERED BY THIS SEAL:
 1-6 AND 8-13 OF 15

DRAWING APPROVAL
 ALL SHOP DRAWINGS AND FALSEWORK DRAWINGS THAT REQUIRE APPROVAL SHALL BE SUBMITTED TO AND APPROVED BY THE CONTRACTOR, WHO SHALL STAMP, CERTIFY OR PROVIDE OTHER SUCH EVIDENCE ON THE DRAWINGS THAT THEY HAVE RECEIVED CONTRACTOR APPROVAL. THE APPROVED DRAWINGS SHALL THEN BE SUBMITTED TO CALHOUN-BURNS AND ASSOCIATES, INC. FOR REVIEW AND APPROVAL.
 ADDRESS: 1800 36TH STREET
 WEST DES MOINES, IOWA 50266
 TELEPHONE: (515) 224-4344
 FAX: (515) 224-1383
 SHOP DRAWINGS SHALL BE INDIVIDUAL DRAWINGS WITH APPROPRIATE DIMENSIONING FOR FABRICATION OF INDIVIDUAL PIECES OF EACH COMPONENT. PHOTOCOPIES OF PLAN DRAWINGS AND NON-CONTRACTOR APPROVED PLANS WILL BE REJECTED.
 THESE DRAWINGS SHALL NOT BE SENT TO IOWA D.O.T. OFFICE OF BRIDGES AND STRUCTURES.



APPROVED *[Signature]* 7/10/23
 APPANOOSE COUNTY ENGINEER DATE

BOARD OF SUPERVISORS DATE





PROJECT NO. BROS-C004(122)--5F-04
FHWA NO. 065760
COUNTY BR. NO. 993206

INDEX OF SHEETS

1. TITLE SHEET
2. QUANTITY SUMMARY
3. SITUATION PLAN
4. GENERAL NOTES
5. POLLUTION PREVENTION PLAN
6. SOUNDING DATA
7. SUPERSTRUCTURE DETAILS
- 8.-9. TABULATIONS
- 10.-12. CROSS SECTIONS

STANDARD ROAD PLANS

STANDARD ROAD PLANS ARE LISTED ON SHEET 8.

SECTION 404 PERMIT AND CONDITIONS

281-1
16-18-16

CONSTRUCT THIS PROJECT ACCORDING TO THE REQUIREMENTS OF U.S. ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT PERMIT NO. N.A.-____. A COPY OF THIS PERMIT IS AVAILABLE FROM THE IOWA DOT WEBSITE (<http://www.enrpermits.iowadot.gov/>). THE U.S. ARMY CORPS OF ENGINEERS RESERVES THE RIGHT TO VISIT THE SITE WITHOUT PRIOR NOTICE.

PLANS OF PROPOSED IMPROVEMENT ON THE
FARM TO MARKET SYSTEM
APPANOOSE COUNTY

PROJECT NO. BROS-C004(122)--5F-04
BRIDGE REPLACEMENT - CCS
ON 110TH AVE, OVER WALNUT CREEK, FROM IA 2 SOUTH 1.1 MILES,
ON WLINE S32 T69 R19

REFER TO THE PROPOSAL FORM FOR LIST OF APPLICABLE SPECIFICATIONS.

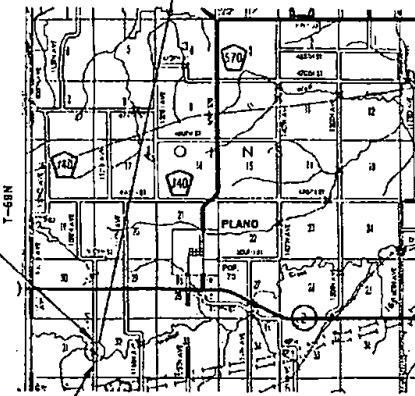
THIS PROJECT IS COVERED BY THE IOWA DEPARTMENT OF NATURAL RESOURCES NPDES GENERAL PERMIT NO. 2. THE CONTRACTOR SHALL CARRY OUT THE TERMS AND CONDITIONS OF GENERAL PERMIT NO. 2 AND THE STORM WATER POLLUTION PREVENTION PLAN WHICH IS A PART OF THESE CONTRACT DOCUMENTS. REFER TO SECTION 2602 OF THE STANDARD SPECIFICATIONS FOR ADDITIONAL INFORMATION.

IOWA DEPARTMENT OF TRANSPORTATION STANDARDS REQUIRED	
STANDARD	LATEST REVISION
J24-01-01	08-22
J24-02-01	08-22
J24-03-01	08-22
J24-04-01	08-22
J24-05-01	08-22
J24-06-01	08-22
J24-07-01	08-22
J24-08-01	08-22
J24-09-01	08-22
J24-10-01	08-22
J24-11-01	08-22
J24-12-01	08-22
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J24-14-01	08-22
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J24-37-01	08-22
J24-38-01	08-22
J24-39-01	08-22
J24-40-01	08-22
J24-41-01	08-22
J24-42-01	08-22
J24-43-01	08-22
P10L	03-22

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8	DAVID LOGEMANN	SEALS
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B.O.P. STA. 20+85.00
E.O.P. STA. 24+65.00
FHWA NO. 065760
STATION 22+60.00
PROPOSED 100'-0" x 24'-6" CONTINUOUS
CONCRETE SLAB BRIDGE
15' SKEW, LT. AHEAD



MILEAGE SUMMARY

STA. 20+85.00 TO STA. 24+65.00 = 380.00 LN. FT. = 0.0720 MILES

2018, TRAFFIC COUNT = 30 V.P.D.

UTILITY CONTACTS

COMPANY	UTILITY	CONTACT	PHONE #
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-

DRAWING APPROVAL

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ADDRESS : 1500 30TH STREET
WEST DES MOINES, IOWA 50268
TELEPHONE : (515) 224-4344
FAX : (515) 224-1385

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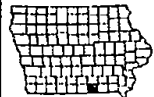


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Juli A. Redmond DATE: 6/15/23
JULI A. REDMOND, P.E.
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024.
PAGES OR SHEETS COVERED BY THIS SEAL:
1-5 AND 7-12 OF 12

APPROVED *[Signature]* 7/10/23
APPANOOSE COUNTY ENGINEER DATE

BOARD OF SUPERVISORS DATE



PROJECT LOCATION



BRIDGE REPLACEMENT - CCS
LETTING DATE: NOVEMBER 21, 2023

PROJECT NO. BROS-C004(122)--5F-04

APPANOOSE COUNTY

July 2022

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
for a County Highway Bridge Program Project**

RECIPIENT: Appanoose County

Project No: BROS-C004(121)—8J-04

Iowa DOT Agreement No: 5-23-HBP-S-016

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the Appanoose County, Iowa (hereinafter referred to as the RECIPIENT) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). Iowa Code Sections 306A.7 and 307.44 provide for the RECIPIENT and the DEPARTMENT to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds.

The Bridge Formula Program (BFP) and the Surface Transportation Block Grant (STBG) Program make Federal funds available for replacement or rehabilitation of highway bridges on public roads on and off the Federal-aid System. A portion of BFP or STBG funds have been set aside for this purpose and designated as the County Highway Bridge Program (HBP). In the event Highway Infrastructure Program (HIP) funding is available, it may be included for this same purpose.

Pursuant to the terms of this agreement, applicable statutes, and 761 Iowa Administrative Code (IAC) Chapter 161, the DEPARTMENT agrees to provide County HBP funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The RECIPIENT shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Christy VanBuskirk, and the Central Region Local Systems Field Engineer, Brian J. Catus. The RECIPIENT's contact person shall be the County Engineer.
3. The RECIPIENT shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 65731
 - B. Location: On 150th Avenue over Walnut Creek
 - C. Preliminary Estimated Total Eligible Construction Costs: \$900,000
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the DEPARTMENT. Within the eligible project construction limits, eligible project activities will be limited to actual construction costs.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. 100% of the eligible construction project costs incurred after the effective date of this agreement shall be paid from County HBP funds. The RECIPIENT shall pay 100% of the non-eligible project costs. Reimbursed costs will be limited to County HBP funds that are made available to counties through the HBP Funds outlined in 761 Iowa Administrative Code, Chapter 161 and Local Systems Instructional Memorandum (I.M.) 1.100 in place at the time of this agreement being fully executed.
7. The RECIPIENT shall pay for all project costs not reimbursed with Highway Bridge Program funds.

8. The RECIPIENT shall let the project for bids through the DEPARTMENT.
9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
11. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the DEPARTMENT.
12. The project shall be let to contract within 3 years of the date this agreement is approved by the DEPARTMENT. If not, this agreement may become null and void, unless the RECIPIENT submits a written request for extension to the DEPARTMENT at least 30 days prior to the 3-year deadline. If approved, this agreement may be extended for a period of time as determined by the DEPARTMENT, but not less than 6 months.
13. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below.

RECIPIENT: Appanoose County

This agreement was approved by official action of the Appanoose County Board of Supervisors in official session on the ____ day of _____, _____.

County Auditor

Chair, Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration

By _____
Brian J. Catus, P.E.
Local Systems Field Engineer
Central Region

Date _____

EXHIBIT 1
General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the RECIPIENT shall be responsible for the following:

1. General Requirements.

- a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The RECIPIENT shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the RECIPIENT shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The RECIPIENT agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements, which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.
- c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the Iowa DOT Design Manual.
- d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the RECIPIENT will pay initial project costs and request reimbursement from the DEPARTMENT, the RECIPIENT shall report this project on its SEFA. If the DEPARTMENT will pay initial project costs and then credit those accounts from which initial costs were paid, the DEPARTMENT will report this project on its SEFA. In this case, the RECIPIENT shall not report this project on its SEFA.
- f. The RECIPIENT shall supply the DEPARTMENT with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The RECIPIENT shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
 - ii. The RECIPIENT shall comply with the requirements of I.M. 5.010, DBE Guidelines.

- iii. The DEPARTMENT's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

2. Programming.

- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
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- a. The RECIPIENT shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the DEPARTMENT in the Guide and applicable I.M.s.

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- a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.020, Concept Statement Instructions; 4.020, NEPA Process; 4.110 Threatened and Endangered Species; and 4.120, Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. 4.170, Farmland Protection Policy Act.

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 - i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and approval in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.
 - iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, and execute the contract documents in Doc Express.

- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in I.M. 5.120, Local Letting Process - Federal-aid.
- d. The RECIPIENT shall forward a completed Project Development Certification (Form 730002) to the DEPARTMENT in accordance with I.M. 3.710, Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.
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- a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. Reimbursement claims shall be submitted on forms identified by the Department along with all required supporting documentation. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been

overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.

- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:
 - i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

9. Project Close-out.

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final audit, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The RECIPIENT may be suspended from receiving federal funds on future projects.
- b. For construction projects, the RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the DEPARTMENT accepts the project as complete.
- d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make these materials available at all reasonable times for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the RECIPIENT if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the DEPARTMENT will notify the RECIPIENT of the record retention date.
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT and the FHWA.

July 2022

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
for a County Highway Bridge Program Project**

RECIPIENT: Appanoose County

Project No: BROS-C004(122)—5F-04

Iowa DOT Agreement No: 5-23-HBP-S-001

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the Appanoose County, Iowa (hereinafter referred to as the RECIPIENT) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). Iowa Code Sections 306A.7 and 307.44 provide for the RECIPIENT and the DEPARTMENT to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds.

The Bridge Formula Program (BFP) and the Surface Transportation Block Grant (STBG) Program make Federal funds available for replacement or rehabilitation of highway bridges on public roads on and off the Federal-aid System. A portion of BFP or STBG funds have been set aside for this purpose and designated as the County Highway Bridge Program (HBP). In the event Highway Infrastructure Program (HIP) funding is available, it may be included for this same purpose.

Pursuant to the terms of this agreement, applicable statutes, and 761 Iowa Administrative Code (IAC) Chapter 161, the DEPARTMENT agrees to provide County HBP funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The RECIPIENT shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Christy VanBuskirk, and the Central Region Local Systems Field Engineer, Brian J. Catus. The RECIPIENT's contact person shall be the County Engineer.
3. The RECIPIENT shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 65760
 - B. Location: On 110th Avenue over Walnut Creek, from IA 2 South 1.1 miles
 - C. Preliminary Estimated Total Eligible Construction Costs: \$640,000
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the DEPARTMENT. Within the eligible project construction limits, eligible project activities will be limited to actual construction costs.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. 100% of the eligible construction project costs incurred after the effective date of this agreement shall be paid from County HBP funds. The RECIPIENT shall pay 100% of the non-eligible project costs. Reimbursed costs will be limited to County HBP funds that are made available to counties through the HBP Funds outlined in 761 Iowa Administrative Code, Chapter 161 and Local Systems Instructional Memorandum (I.M.) 1.100 in place at the time of this agreement being fully executed.
7. The RECIPIENT shall pay for all project costs not reimbursed with Highway Bridge Program funds.

8. The RECIPIENT shall let the project for bids through the DEPARTMENT.
9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
11. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the DEPARTMENT.
12. The project shall be let to contract within 3 years of the date this agreement is approved by the DEPARTMENT. If not, this agreement may become null and void, unless the RECIPIENT submits a written request for extension to the DEPARTMENT at least 30 days prior to the 3-year deadline. If approved, this agreement may be extended for a period of time as determined by the DEPARTMENT, but not less than 6 months.
13. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below.

RECIPIENT: Appanoose County

This agreement was approved by official action of the Appanoose County Board of Supervisors in official session on the ____ day of _____, _____

County Auditor

Chair, Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration

By _____
Brian J. Catus, P.E.
Local Systems Field Engineer
Central Region

Date _____

EXHIBIT 1
General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the RECIPIENT shall be responsible for the following:

1. General Requirements.

- a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The RECIPIENT shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the RECIPIENT shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The RECIPIENT agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements, which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.
- c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the Iowa DOT Design Manual.
- d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the RECIPIENT will pay initial project costs and request reimbursement from the DEPARTMENT, the RECIPIENT shall report this project on its SEFA. If the DEPARTMENT will pay initial project costs and then credit those accounts from which initial costs were paid, the DEPARTMENT will report this project on its SEFA. In this case, the RECIPIENT shall not report this project on its SEFA.
- f. The RECIPIENT shall supply the DEPARTMENT with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The RECIPIENT shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
 - ii. The RECIPIENT shall comply with the requirements of I.M. 5.010, DBE Guidelines.

- iii. The DEPARTMENT's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

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- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
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overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.

- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:
 - i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

9. Project Close-out.

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final audit, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The RECIPIENT may be suspended from receiving federal funds on future projects.
- b. For construction projects, the RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the DEPARTMENT accepts the project as complete.
- d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make these materials available at all reasonable times for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the RECIPIENT if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the DEPARTMENT will notify the RECIPIENT of the record retention date.
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT and the FHWA.

RESOLUTION 2023-38

RESOLUTION FOR ROAD VACATION PUBLIC HEARING

WHEREAS, The Appanoose County Board of Supervisors, acting under the authority of Iowa Code Chapter 306, propose to vacate a section of Appanoose County Road described as follows:

That portion of 510th Street (Old Primary Highway No. 2) with a Right-of-Way easement width of 66 feet sideline extended to intersect with the east Right-of-Way line for 135th Avenue, commencing approximately 750 feet north of the South Quarter Corner of Section 27, Township 69N, Range 19W at the intersection of said 510th Street and 135th Ave; thence southeasterly approximately 46 feet to the east Right-of-Way line of 135th Ave, said point being the point of beginning; thence approximately 1070 feet along the centerline of said 135th Ave southeasterly to a point 60 feet west of the centerline of a residential driveway, together with all structures, including but not limited to bridge 992758 (FHWA #603380).

NOW THEREFORE BE IT RESOLVED, a hearing will be held by the Appanoose County Board of Supervisors, Appanoose County Courthouse, 201 N 12th, Centerville IA 52544 at ____ AM on Monday August 21st, 2023 in accordance with Iowa Code Chapter 306. Any person owning land abutting the road proposed to be vacated and closed shall have the right to file, in writing, a claim for damages at the time on or before the date and time of the hearing.

Linda Demry, Chair
Appanoose County Board of Supervisors

Date

ATTEST: Kelly Howard
Appanoose County Auditor

Date

NOTICE OF PUBLIC HEARING TO VACATE ROAD

The Appanoose County Board of Supervisors, acting under the authority of Iowa Code Chapter 306, propose to vacate a section of Appanoose County Road described as follows:

That portion of 510th Street (Old Primary Highway No. 2) with a Right-of-Way easement width of 66 feet sideline extended to intersect with the east Right-of-Way line for 135th Avenue, commencing approximately 750 feet north of the South Quarter Corner of Section 27, Township 69N, Range 19W at the intersection of said 510th Street and 135th Ave; thence southeasterly approximately 46 feet to the east Right-of-Way line of 135th Ave, said point being the point of beginning; thence approximately 1070 feet along the centerline of said 135th Ave southeasterly to a point 60 feet west of the centerline of a residential driveway, together with all structures, including but not limited to bridge 992758 (FHWA #603380).

A HEARING WILL BE HELD BY THE APPANOOSE COUNTY Board of Supervisors, Appanoose County Courthouse, 201 N 12th, Centerville IA 52544 at ____ AM on Monday August 21st, 2023 in accordance with Iowa Code Chapter 306. Any person owning land abutting the road proposed to be vacated and closed shall have the right to file, in writing, a claim for damages at the time on or before the date and time of the hearing.

Appanoose County Auditor
Kelly Howard