

OFFICE OF THE

Appanoose County Auditor

KELLY HOWARD

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

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Meeting Agenda
February 20, 2024

The Appanoose County Board of Supervisors will meet Tuesday, February 20, 2024 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 February 5, 2024 meeting
4. Approve bills
5. Approve reports (2/16 payroll, and 1/24 Prisoner Room & Board Report)
6. Committee reports
7. Approve Liquor License: Appanoose Country Club
8. Jerry Howe re: road issues
9. Bill Cortesio re: Real estate development in the county (TIF & incentives)
10. Nichole Moore, Forever Friends re: Animal Services Agreement
11. 9:15 A.M. Public Hearing FY24 Budget Amendment #1
12. Sheriff Gary Anderson re: Lake Contract Authorization
13. Approve Bond to Insure Against Double Payment: Storey Kenworthy (warrant 57010 \$3,079.36)
14. Approve ARPA-LATCF funding request
15. Approve Unisyn Purchase Agreement
16. County Engineer report
 - a. Approve Grant Application with Southern Iowa Development and Conservation Authority (SIDCA) for partial funding of Appanoose County Project – 502nd St Bridge Replacement and Chariton River Tributary Bank Stabilization
 - b. Discussion and action on Secondary Roads Permit Fee Policy
 - c. Discussion and approval on Appanoose County Dust Control Policy
 - d. Discussion and approval on Appanoose County Entrance and Driveway Policy
 - e. Authorization to approve the hiring of an Engineering Intern (college student) for the summer of 2024.
17. Public Comments
18. Adjourn

Posted 2/14/24

February 5, 2024

Appanoose County Board of Supervisors met in regular session February 5, 2024 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 January 15 & 22, 2024 meetings. Seconded by Kulmatycki. All voted aye.

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

Access Sys	Typing-Print.-Bind.Serv.	147.63
ADLM EM	Contrib. & Purchase Serv	2617.36
Alliant	Rent & Utility Payments	8199.25
Amazon	Off. Equip Repair & Maint	119.08
Amer Home Fdg	Juvenile Detention & Shel	1352.85
Sec Rds	Custodial Supplies	56.60
Asphalt Paving	Educational & Train.Serv.	345.00
Bailey Off	Off. Supplies & Forms	49.36
Barco	Engineering Services	740.00
Bess Machining	Engineering Services	730.00
Boiler Insp Bureau	Heat-Cool-Elevator-Rpr-Mn	40.00
BP Business Solns	Transportation	102.32
Bratz Oil	Mileage & Transp. Expense	2182.80
Bremer Co Sheriff	Legal Serv. Dep-Subp-Tran	38.50
C-D Supply	Custodial Supplies	452.05
Capital One	Custodial Supplies	323.53
Capital Sanitary Supply	Off. Supplies & Forms	185.45
Cville Iron	Engineering Services	221.17
Central IA Det	Juvenile Detention & Shel	2868.75
Central IA Fasteners	Engineering Services	551.06
Chemsearch	Heat-Cool-Elevator-Rpr-Mn	276.35
Cville Wtrwks	Rent & Utility Payments	13417.94
City of Moulton	Care of Soldiers Graves	322.00
City of Ottumwa/SIRG	Construction & Maint.	7998.06
City of Plano	Maintenance Contract	184.66
City of Unionville	Maintenance Contract	136.64
Cosby's	Off. Supplies & Forms	149.99
Davison Fuels & Oil	Fuels	42.28
Des Moines Diesel	Engineering Services	108.24
Diamond Mowers	Engineering Services	189.81
Eastern IA Tire	Engineering Services	147.60
Equipment Blades, Inc	Engineering Services	2441.00
EveryStep	Homemaker-Home Health Aid	575.94
Fareway	Contract Services	49.56
Farmers Mutual	E911 Telephone Expense	410.00
First National Bank	Computer Services	839.99
Fogle TV	Equip. Parts & Supplies	44.08
Forbes Office Solns	Off. Supplies & Forms	51.54
GE Software	Engineering Services	1680.00
GreatAmerica	Computer Services	609.15
Jim Hawk Truck	Engineering Services	128.28
Henderson Products	Engineering Services	806.60
Hotsy Cleaning Systems	Building Repair & Maintce	555.85
Interstate Power Systems	Engineering Services	676.71

Iowa Comm Assurance Pool	Tort Liability Ins.	225564.00
IA Media Network	Typing-Print.-Bind.Serv.	642.73
IA Prison Industries	Uniforms	231.96
ISAC	Educational & Train.Serv.	1050.00
John Deere	Engineering Services	472.54
Kimball	Engineering Services	1613.74
R Lamb	Medical & Health Services	300.00
Landings	Rent Payments	780.00
K Laurson	Educational & Train.Serv.	375.00
Lockridge	Building Repair & Maintce	27.40
Logan Contractors Supply	Engineering Services	1860.00
Mail Serv	Contract Services	1035.42
MARC	Engineering Services	211.31
Mast Overhead Doors	Building Repair & Maintce	116.82
B Matkovich	Rent Payments	500.00
Midwest Wheel	Engineering Services	13.44
M McCoy	Educational & Train.Serv.	39.57
MMIT	Off. Supplies & Forms	113.78
MMIT	Off. Supplies & Forms	345.48
Natel	Telephone & Telegr.Serv.	900.52
Numa Cemetary Assn	Care of Soldiers Graves	144.00
O'Halloran Int'l	Engineering Services	120.20
Owl Pharm	Prescriptions & Medicine	91.83
PACT	Contrib. & Purchase Serv	25000.00
Parkside Animal Hosp	Law Enf. Equip & Weapons	209.59
Jeri Pershy	Rent Payments	700.00
Petty C-Sheriff	Motor Vehicle	147.29
R Pfannebecker	Building Repair & Maintce	180.00
Phelps Uniform	Engineering Services	236.19
Polk Co Treas	Medical & Health Services	284.77
Power Ins	Law Enf. Auto Ins.	5.00
Prof Computer	Off. Equip Repair & Maint	82.95
Prosecuting Attys	Off. Supplies & Forms	220.00
Quick Shop	Transportation	30.00
Quill	Off. Supplies & Forms	328.98
Rainbo Oil	Engineering Services	135.56
Rangemasters Uniforms	Uniforms	169.84
RRWA	Engineering Services	28.50
G Roefer	Medical & Health Services	200.00
Safety X-Treme	Engineering Services	1151.41
Seneca	Engineering Services	500.01
N Shilling	Educational & Train.Serv.	46.32
M Sias	Salary-Regular Employees	1129.17
Simmons Bldg Materials	Building Repair & Maintce	9.32
B Skinner	Educational & Train.Serv.	11.97
Snap-On Tools	Engineering Services	70.50
Solutions	Off. Equip Repair & Maint	1427.91
D Sturms	Mileage & Transp. Expense	515.30
Superior Cable & Data	Electric Light & Power	349.75
Sybis	Jail Equip. & Furniture	319.00
Thomas Funeral Home	Funeral Services	900.00
US Bank	Engineering Supplies	2105.15
US Cellular	Telephone & Telegr.Serv.	577.05
USPS	Postage & Mailing	340.00
Vanguard Appraisals	Computer & Microfilm Supp	12975.00
Verizon	Engineering Supplies	200.04
Walker Welding	Engineering Services	2623.29

Wapello Co Sheriff	Legal Serv. Dep-Subp-Tran	33.35
White Posts	E911 Addressing(signs)	550.00
J Willier	Legal & Ct-Related Serv.	211.20
Rhea Wilson	Educational & Train.Serv.	6.61
Windstream	Off. Supplies & Forms	2401.72
Winger	Building Repair & Maintce	600.00
Xerox	Off. Supplies & Forms	292.61
Grand Total		347020.12

McGill motioned to approve 1/19 & 2/2 payrolls and Veteran Affairs Quarterly Report.

Seconded by Kulmatycki. All voted aye.

Committee Updates: Kulmatycki spoke about 10-15 Transport, Juvenile Detention and South Central Workforce. McGill spoke about ADLM, Rathbun Water Alliance, Soap Creek and Southern Iowa Emergency Management. Demry spoke about Tourism, Opioid and Early Childhood.

Kulmatycki motioned to approve the liquor license for K&T Damsite. Seconded by McGill. All voted aye.

Rhonda Lamb requested using the state medical examiner handbook as the county's handbook and using the county attorney's server to store reports/files. County Attorney, Susan Cole, agreed and recommended using the case management system already in place. Kulmatycki motioned to adopt the state's medical examiner handbook. Seconded by McGill. All voted aye.

There was discussion regarding the county cremation budget. Kulmatycki motioned to approve appropriating \$10,000 in APRA funding to subsidize the General Relief budget for FY24. Seconded by McGill. All voted aye.

Jon Kinney from Liberty Communications updated the board on their ARPA project.

McGill motioned to approve Resolution #2024-3. Seconded by Kulmatycki. All voted aye.

RESOLUTION #2024-3 FOR INTERFUND OPERATING TRANSFER

Whereas, it is desired to transfer monies from the E911 Fund to the LOSST Fund, and

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

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

Section 1. The sum of \$67,944.99 is ordered to be transferred from the E911 to the LOSST, effective February 5, 2024.

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

The above and foregoing resolution was adopted by the Board of Supervisors of Appanoose County, Iowa, on February 5, 2024 the vote being as follows:

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

Attest: /s/ Kelly Howard, County Auditor

Kulmatycki motioned to approve the GIS Data Agreement with the City of Centerville. Seconded by McGill. All voted aye.

McGill motioned to schedule an EMS Committee meeting for 2/15/2024 at 8:30 A.M. Seconded by Kulmatycki. All voted aye. The board requested the auditor notify the committee members and City of Centerville Administrator, Jason Fraser, provide data.

McGill motioned to approve an application for tax suspension. Seconded by Kulmatycki. All voted aye.

McGill motioned to set a public hearing for the FY24 Budget Amendment for 2/20/2024 at 9:15 A.M. in the Boardroom. Seconded by Kulmatycki. All voted aye.

County Engineer, Brad Skinner, provided an update to the board. They've been working on snow removal and have reached their budget in snow removal costs for the fiscal year. Brush cutting conditions have not been favorable. They are working on a potential disaster declaration for the snow removal. Some isolated rock applications were completed. The Walnut Creek bridge project could begin late this week. He attended a work session with the Corp and other parties on dam safety. There is a grant application for additional funding and policies for the next board meeting. McGill asked if the fuel pumps have been fixed. Skinner stated there is one diesel pump still down but one diesel and one gas pump is working.

Public Comments: Bailey Poolman asked about the board's plans and budget process for EMS. Demry stated the committee will discuss at their 2/15 meeting.

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

The Board adjourned to meet the call of the Auditor at 9:59 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

DISTRICT COURT OF APPANOOSE COUNTY IOWA

REPORT OF FEES COLLECTED
PRISONER ROOM AND BOARD

To the Board of Supervisors of Appanoose County:

I, Sara Oden, Clerk/clerk's Designee of the District Court of the above named County and State, do hereby certify that the following is a true and correct statement of the fees collected by the Clerk of Court for the month of January, 2024, and the same has been paid to the County as per receipt attached.

COUNTY SHARE OF PRISONER ROOM & BOARD

1000-1000-4440-05-302	Total Prisoner Room & Board Reimbursement 100% General Basic	\$450.73
29000-01000-4440-05-301	60% Transfer to Sheriff	\$270.43

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

Signed: _____
Chairperson

FECR005687 - W. BILLS - 8.93
FECR005915 - R. BRATZ - 26.61
FECR005965 - J. HORN - 42.50
FECR006269 - B. MADSEN - 85.00
FECR006405 - T. BUTLER - 228.19
SRIN009473 - L. SHILTZ - 59.50



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Appanoose Country Club	Appanoose Country Club	(641) 856-2222		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1998 Country Club Dr.		Centerville	Appanoose	52544
MAILING ADDRESS	CITY	STATE	ZIP	
P.O. Box 821	Centerville	Iowa	52544	

Contact Person

NAME	PHONE	EMAIL
Justin Zaputil	(641) 895-6283	justinzaputil@iowatelecom.net

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0044146	Class C Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Mar 10, 2024	Mar 9, 2025	

SUB-PERMITS

Class C Retail Alcohol License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Justin Zaputil	Centerville	Iowa	52544	President	0.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

Auto Owners Insurance Company

Mar 10, 2024

Mar 10, 2025

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

AGREEMENT CONCERNING ANIMAL SERVICES - COUNTY

This AGREEMENT CONCERNING ANIMAL SERVICES (this "Agreement") is made and executed this ____ day of _____, 2023, (the "Effective Date") by and among FUREVER FRIENDS RESCUE OF APPANOOSE, INC. an Iowa non-profit corporation ("Provider") and APPANOOSE COUNTY, an Iowa municipal corporation, (the "County").

Services. Provider agrees to provide the following animal control and veterinarian services (together, referred to herein as the "Services") during the Term (defined below):

- a. Animal Control Services. (Together, Sections 1(a) (i-ii) listed immediately below referred to herein collectively as the "Animal Control Services").
 - i. To shelter, water, feed and otherwise care for the Impounded Animals in a safe, professional, and competent manner in accordance with the generally accepted standards of the Iowa Animal Industry Bureau (Chapter 162 of the Code of Iowa, Chapter 67 of the Iowa Administrative Code), effective at the time of performance.
 - ii. To keep at any one time no more than six Impounded Animals of less than 200 pounds each.
- b. Veterinarian Services. To provide veterinarian services (including costs of medical procedures, medicines, or related care to be reimbursed by the County pursuant to the terms of this Agreement) for the Impounded Animals (the "Veterinarian Services").

Term. The term of this Agreement shall commence on or before July 1, 2024, and continue until terminated as hereinafter provided (the "Term").

Default, Remedies. In the event of a default by a party in the performance of their obligations under this Agreement, if the defaulting party has failed to cure the default within ten (10) days after receiving written notice thereof from the non-defaulting party, the non-defaulting party may exercise any remedies at law or in equity, including specific performance, injunctive relief, or termination of this Agreement for cause. Each party waives consequential, speculative, and punitive damages against the other party.

Termination of Agreement. Provided no default of this Agreement exists, this Agreement shall automatically renew on an annual basis for one year at a time each on the same terms provided in this Agreement unless Provider or the County delivers 90 days' notice of termination to the other party.

Compensation for the Services. The County agrees to pay to Provider the following at the address of Provider as set forth below the signature of such party, or at such other place as Provider may, from time to time, designate:

- a. Definition of a dog impounded from the County will be any dog that was found and obtained and brought to the Provider for shelter from outside of the City Limits of the

City of Centerville but WILL include all the incorporated municipalities and rural unincorporated areas of the County.

- b. The sum of \$ 2,500 per month, or a one-time annual amount of \$30,000 in advance, for the Animal Control Services (the "Animal Control Fee"). The first payment of the Animal Control Fee is due on the first day of the Term, and the remaining payments shall be due on the 1st day of each consecutive month until the end of the Term; this shall include up to no more than 25 dogs impounded over the month-long period and based on kennel availability.
- c. Any additional dogs that need kenneling over the 25 dogs per month, based on availability of kennels, shall be charged to the County at a rate of \$100 per dog.
- d. An amount equal to Provider's then-current rates for the Veterinarian Services (the "Veterinarian Fees"). The Veterinarian Fees shall be paid on or before the date that is 30 days after the County receives a bill from Provider for the Veterinarian Services; and
- e. An amount equal to the Provider's cost for Worker's Compensation and Employer's Liability Insurance related to the Animal Control Services.

Independent Contractor. The Provider is an independent contractor and not an employee or agent of the County. Accordingly, the Provider shall not hold itself out as, or claim to be acting in the capacity of, an employee, agent, partner, or joint ventures of the City.

Insurance. Throughout the Term, the Provider shall satisfy the insurance obligations as set forth on Exhibit A.

Compliance with Law. Provider, at its sole cost and expense, shall be responsible for and shall obtain, or cause to be obtained, all licenses, permits or other approvals from any and all governmental agencies, federal, state or local, in connection with the provision of the Services. Provider warrants for itself and its officers, directors, employees, agents, suppliers, and subcontractors, at any tier, and their respective agents and employees, compliance with all applicable Federal, State, and local laws and regulations.

Assignment. Provider shall not assign any of its rights, duties, or remedies under this Agreement without the prior written consent of the County.

Miscellaneous Provisions.

- a. Notices. Any and all notices or other communications or deliveries required or permitted to be given or made pursuant to any of the provisions of this Agreement (except any notice required by law) shall be void and of no effect unless given in accordance with the provisions of this Section. All notices (except as may otherwise be provided by law) must be in writing and delivered to the person to whom it is directed either (i) in person, (ii) by an overnight delivery service (such as FedEx or UPS), or (iii) by certified mail, return receipt requested. All notices so given shall be deemed delivered and received (i) if delivered in person, the date delivered, (ii) if sent

via overnight delivery service, the next day after delivered to such overnight delivery service, and (iii) if sent via certified mail, three days after being deposited in the mail. All notices shall be given to the parties hereto at the addresses set forth below the signature of such party. Either party may change its address for notice from time to time by delivery of at least ten days prior notice of such change to the other party hereto in the manner prescribed herein.

- b. Waiver of Jury Trial, Consent to Jurisdiction. Both parties hereby waive, where permitted by law, trial by jury on any matter brought by either of them against the other arising out of or in any way connected with this Agreement and/or any claim for injury or damage arising hereunder. Exclusive venue for any and all legal actions regarding this Agreement shall be Appanoose County, Iowa. The parties hereby submit themselves to the jurisdiction of Iowa courts.

Rights Cumulative. The various rights, powers, options, elections and remedies of either party, provided in this Agreement, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

Provisions Binding. Each and every covenant and agreement herein contained shall extend to and be binding upon respective successors, heirs, administrators, executors and assigns of the parties hereto.

Construction. Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine, or neuter gender, according to the context. All exhibits referenced in this Agreement are attached hereto and incorporated herein by reference. The word "including", or derivatives thereof shall be deemed to mean "including, but not limited thereto."

Entire Agreement. This writing, including any exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matters hereof; and no statement, representation or promise with reference of this Agreement, or the Premises, or any repairs, alterations or improvements, or any change in the terms of this Agreement, shall be binding upon either of the parties unless in writing and signed by both Provider and the County.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Signatures hereon that are transmitted by electronic means such as telecopy and e-mail shall be binding as if they were original and counterparts hereof with electronic signatures shall be deemed originals for all purposes.

EXECUTED by the undersigned be effective as of the Effective Date.

COUNTY:

APPANOOSE COUNTY,
an Iowa Municipal Corporation

By: _____
Linda Demry, Chairwoman

Phone: 641.856-5512

Address:

201 N. 12th Street
Centerville, IA 52544

e-mail: ldemry@appanoosecounty.net

PROVIDER:

**FUREVER FRIENDS RESCUE OF
APPANOOSE, INC.,**
an Iowa non-profit corporation

By: _____
Furever Friends Rescue of Appanoose, Inc.

Phone: 641.856.9455

Address:

19507 Highway 2
Centerville, IA 52544

e-mail: fureverfriends4pets@gmail.com

Exhibit A

Insurance Requirements

COVERAGE AND LIMITS

Provider at its expense, will purchase and maintain (with companies licensed to do business in the State of Iowa) insurance coverages and amounts as set forth below:

TYPE	AMOUNT	OTHER REQUIREMENTS
1. Workers' Compensation and Employer's Liability	Statutory Limits, if state has no statutory limits, then: \$500,000 each accident \$500,000 policy limit bodily injury by disease \$500,000 each employee, bodily injury by disease	1. Waiver of subrogation in favor of County Parties (hereafter defined). 2. No "alternative" forms of coverage will be permitted.
2. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence \$1,000,000 general aggregate \$1,000,000 product-completed operations aggregate limit. \$1,000,000 personal and advertising injury limit \$50,000 fire legal liability	1. Current edition of ISO form CG 00 01, or equivalent 2. County Parties will be named as "additional insureds" on current edition of ISO Form CG 20 26 07 04, or equivalent 3. Waiver of subrogation in favor of County Parties 4. Defense will be provided as an additional benefit and not included within the limit of liability 5. Non-waiver of governmental immunity endorsement
4. Professional Liability	\$500,000	

◆ OTHER REQUIREMENTS

Each insurance policy required to be obtained by the Provider shall be primary and non-contributory. Any aggregate limit that is reduced below 75% of the limit required by this Agreement because of losses incurred must be reinstated by Provider.

◆ EVIDENCE OF INSURANCE REQUIRED BEFORE SERVICES BEGIN

Evidence of insurance shall be delivered to the County prior to commencing operations at the site and at least five (5) days prior to the expiration of current policies. The "ACORD Form 25-S Certificates of Liability Insurance" is the required form in all cases where reference is made herein to a "Certificate of Insurance". The Certificate of Insurance must specify the additional insured status and waivers of subrogation, state the amounts of all deductibles and self-insured retentions, set forth notice requirements for cancellation, or non-renewal of insurance and be accompanied by copies of all required endorsements. If requested in writing by a party to this Agreement, the

other party shall provide the requesting party a certified copy of the insurance policies or endorsements required under this Exhibit A.

◆ **INSURANCE REQUIRED FOR TERM**

All insurance required by Exhibit A shall be maintained during the entire Term, including any extensions thereto.

◆ **MANDATORY 30-DAY NOTICE OF CANCELLATION**

Each party shall, without exception, be given not less than 30 days' notice prior to cancellation for other than non-payment of premium. Non-payment of premium shall require ten days' notice of cancellation. Confirmation of this mandatory notice of cancellation shall appear on the Certificate of Insurance and on all insurance, policies required by this Exhibit A.

◆ **ADDITIONAL INSURED STATUS**

Each insurance policy described in this Exhibit A to be maintained by the Provider that requires an additional insured endorsement shall be endorsed, using an additional insured endorsement (as specified above), to name as additional insureds the County Parties.

◆ **MANDATORY 30-DAY NOTICE OF CANCELLATION**

Each party shall, without exception, be given not less than 30 days' notice prior to cancellation for other than non-payment of premium. Non-payment of premium shall require ten days' notice of cancellation. Confirmation of this mandatory notice of cancellation shall appear on the Certificate of Insurance and on all insurance, policies required by this Exhibit A.

◆ **ADDITIONAL INSURED STATUS**

Each insurance policy described in this Exhibit A to be maintained by the Provider that requires an additional insured endorsement shall be endorsed, using an additional insured endorsement (as specified above), to name as additional insureds the County Parties.

FY23/24 BUDGET AMENDMENT
2/20/2024

Sheriff – Fund 29

\$3,500: Adding expense from existing fund balance for Prisoner Room & Board.

Veteran Affairs – Fund 01

\$1,350: Adding FY23 Revenue from squad car sale to FY24 expense

Public Health – Fund 01

\$25,000: Adding American Heart Association Grant revenue and expense (split exp FY24/FY25)

Conservation – Fund 01, 15

\$3,850: Adding ARPA funding expense previously obligated and non-spent from FY23 (01).

\$15,221: Adding expense and revenue for hail insurance (01).

\$15,221: Adding fund balance transfer from insurance check put into Reserve Fund to G.B. (15).

Ambulance – Fund 25

\$956: Adding additional revenue and expense for EMS Income Surtax

Administration – Fund 01, 02, 28, 30

\$10,000: Adding additional ARPA funding expense for General Relief (01).

\$9,232: Adding additional revenue and expense for worker's comp audit return (02).

\$91,853: Adding additional expense for higher ICAP property insurance (02).

\$10,000: Adding additional expense for increased juvenile detention (02).

\$75,000: Adding additional revenue and expense for additional Hotel/Motel funds (28).

\$130,000: Adding additional ARPA-LATCF funding expense, revenue received in prior year (01).

\$10,287: Adding fund balance transfer from capital projects to LOSST due to project completion (30).

Total Revenue \$135,696

01000-10300-9040-22	\$15,221
01000-03000-8490-23	\$25,000
02000-09210-8450-51	\$9,232
21010-10300-9040-99	\$10,287
25000-01000-1340-36	\$956
28000-00051-1320-99-82	\$75,000

Total Expense \$388,970

01000-03200-489-21-252	\$1,350
01000-06110-292-22-19-21	\$3,850
01000-06110-292-22	\$15,221
01000-03040-444-23	\$12,500
01000-03110-342-25-19-21	\$10,000
01000-06320-481-99-21	\$130,000
02000-01600-398-61	\$10,000
02000-09220-462-51	\$91,853

02000-09220-464-51	\$9,232
15000-10300-816-22	\$15,221
25000-01200-352-36	\$956
28000-06320-481-99-82	\$75,000
29000-01050-278-05	\$3,500
30000-10300-813-99	\$10,287

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

APPANOOSE COUNTY

Fiscal Year July 1, 2023 - June 30, 2024

The APPANOOSE COUNTY will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2024

Meeting Date/Time: 2/20/2024 09:15 AM

Contact: Kelly Howard

Phone: (641) 856-6191

Meeting Location: Boardroom, First Floor, Appanoose County Courthouse
201 N 12th St
Centerville, IA 52544

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	4,811,279	0	4,811,279
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Less: Credits to Taxpayers	3	196,466	0	196,466
Net Current Property Tax	4	4,614,813	0	4,614,813
Delinquent Property Tax Revenue	5	0	0	0
Penalties, Interest & Costs on Taxes	6	12,000	0	12,000
Other County Taxes/TIF Tax Revenues	7	1,446,383	75,956	1,522,339
Intergovernmental	8	5,719,431	0	5,719,431
Licenses & Permits	9	4,150	0	4,150
Charges for Service	10	340,750	0	340,750
Use of Money & Property	11	100,515	0	100,515
Miscellaneous	12	92,050	34,232	126,282
Subtotal Revenue	13	12,330,092	110,188	12,440,280
Other Financing Sources:				
General Long-Term Debt Proceeds	14	100,830	0	100,830
Operating Transfers In	15	901,040	25,508	926,548
Proceeds of Fixed Asset Sales	16	0	0	0
Total Revenues & Other Sources	17	13,331,962	135,696	13,467,658
EXPENDITURES & OTHER FINANCING USES				
Operating:				
Public Safety and Legal Services	18	3,518,756	14,456	3,533,212
Physical Health and Social Services	19	624,885	23,850	648,735
Mental Health, ID & DD	20	0	0	0
County Environment & Education	21	1,504,073	224,071	1,728,144
Roads & Transportation	22	4,817,006	0	4,817,006
Government Services to Residents	23	663,452	0	663,452
Administration	24	1,519,617	101,085	1,620,702
Nonprogram Current	25	0	0	0
Debt Service	26	652,030	0	652,030
Capital Projects	27	1,847,526	0	1,847,526
Subtotal Expenditures	28	15,147,345	363,462	15,510,807
Other Financing Uses:				
Operating Transfers Out	29	901,040	25,508	926,548
Refunded Debt/Payments to Escrow	30	0	0	0
Total Expenditures & Other Uses	31	16,048,385	388,970	16,437,355
Excess of Revenues & Other Sources over (under) Expenditures & Other Uses	32	-2,716,423	-253,274	-2,969,697
Beginning Fund Balance - July 1, 2023	33	8,751,190	0	8,751,190
Increase (Decrease) in Reserves (GAAP Budgeting)	34	0	0	0
Fund Balance - Nonspendable	35	0	0	0
Fund Balance - Restricted	36	3,087,255	-130,861	2,956,394
Fund Balance - Committed	37	1,147,014	10,287	1,157,301
Fund Balance - Assigned	38	0	0	0
Fund Balance - Unassigned	39	1,800,498	-132,700	1,667,798
Total Ending Fund Balance - June 30, 2024	40	6,034,767	-253,274	5,781,493

Explanation of Changes: Fund balance transfers for capital projects to LOSST to clean up fund and Conservation Reserve to G.B. to move insurance payment into same fund expense was made. Adding additional expense to VA for squad car sale, Sheriff for Prisoner Room and Board, Conservation for ARPA funding and hail insurance and additional General Relief expense, Administration for higher insurance premiums, increased juvenile detention costs and ARPA funding. Offsetting revenue and expense for Public Health grant, Ambulance income surtax, worker's compensation audit return and hotel/motel tax.

BOND TO INSURE AGAINST DOUBLE PAYMENT

Date: January 26, 2024

Office of Auditor, Appanoose County, Centerville, Iowa

WHEREAS, on or about the 20th day of November, 2023
there was issued from the above named office

CHECK # 57010 FUND # 02000

AMOUNT \$3,079.36 ACCOUNT # 02000 08010 264 02

PAYABLE TO Storey Kenworthy / Matt Parrott
1333 Ohio Street
Des Moines, IA 50314

WHEREAS, the said CHECK has been lost and cannot be found, and

WHEREAS, Storey Kenworthy has requested that a duplicate be issued
therefore, and which the officer in charge of said office is about to do;

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That Storey Kenworthy is held and firmly bound unto Appanoose County
and the Auditor in the sum of Three Thousand Seventy-Nine and 36/100 (\$3,079.36)
Dollars to make good and save to Appanoose County and the Auditor harmless from all costs
and expenses of any nature whatsoever on account of the issue and payment of said duplicate
CHECK and shall protect Appanoose County and the Auditor from any and all obligations on the
original CHECK as aforesaid issued, then this obligation shall be void and of no effect, otherwise
to remain in full force and virtue.

Signed this 31 day of January, A.D. 2024

Joseph T. Robert
Payee or Authorized Signer

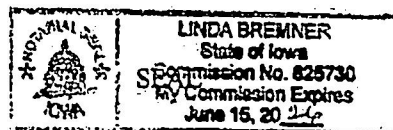
STATE OF IOWA, COUNTY OF Black Hawk

This instrument was acknowledged before me on 1/31/2024
(Date)

by Linda Bremner
Payee or Authorized Signer

Linda Bremner
Signature of Notary Public
Accounting Manager
Title

My Commission Expires 6/15/26



APPANOOSE COUNTY
American Rescue Plan (ARPA-LATCF) Funding Application

External Requestor: Appanoose County Auditor

Contact Name: Kelly Howard Contact Phone #: 856-6191

Contact email: auditor@appanooseco

Brief Description of Project: Purchase of Unisyn Election equipment, software and supplies.

Amount of Funds Requested: \$130,000.00 Estimated Date to Receive: 4/1/24

Category Qualification (Check One):

 Public Health & Environmental Health Mental Health & Public Safety

 X County Infrastructure & Dept Services Business & Comm. Outreach

 Equity-Focused Services Other/Future Projects

If Other/Future Projects, please explain: _____

Benefit of Project in regards to the Category Qualification listed above (please be specific):
Replace aged Dominion election equipment to be used countywide for elections beginning
with the 2024 Primary Election.

APPROVAL OF ARPA-LATCF FUNDING

Project Approved by Board of Supervisors: Yes No

Date Approved by Board of Supervisors: _____

Amount Approved by Board of Supervisors: _____

Chairperson, Appanoose County Date Signed

Auditor, Appanoose County Date Signed



HENRY M. ADKINS & SON, INC.

and

APPANOOSE COUNTY, IOWA

PURCHASE AGREEMENT

for

UNISYN VOTING SOLUTIONS
OpenElect Voting System

CONTRACT DATE:

_____, 2024

1.0 Parties

This agreement (herein referred to as "Agreement") is entered into between Henry M. Adkins & Son, Inc., a Missouri based corporation, United States of America (herein referred to as "Adkins" or "Supplier") and Appanoose County, Iowa (herein referred to as "Customer") for Unisyn Voting Solutions OpenElect voting system, services and licensing.

The Parties to the Contract (each a "Party" and collectively, the "Parties") are the Customer, whose address is 201 N. 12th St. #11, Centerville, IA 52544 and Henry M. Adkins & Son, Inc. whose address is 331 Independence Ave., Clinton, MO 64735. This contract is effective upon execution by each Party and receipt of all necessary approvals.

Attached hereto and made part of this Agreement are the following schedules, exhibits and/or specifications:

Exhibit A: Pricing and Contract Deliverables

Annual Software and Firmware Fees

Annual Maintenance/Warranty Fees

Exhibit B: Software License Agreement

Exhibit C: Maintenance Agreement

2.0 Purpose of Contract

The purpose of this contract is for Supplier to supply voter tabulation hardware products and related software and services to Customer. The systems, equipment, services to be supplied and the prices to be paid are as listed in Exhibit A.

3.0 Definitions of Terms

"Acceptance Testing" means the testing performed to ensure that the hardware and software acquired operates in compliance with supplied OpenElect System documentation.

"Deliverables" means all of the hardware products, software products, services and supplies purchased by Customer as priced in Exhibit A.

"Hardware Products" means the OpenElect hardware as described in Exhibit A.

"OpenElect System Documentation" or "Documentation" refers to each manual provided to Customer of the Voting System.

4.0 Payment

For the total purchase price set forth in Exhibit A, Supplier agrees to sell, and Customer agrees to purchase the Deliverables described in Exhibit A.

Supplier will invoice Customer after delivery of Deliverables and Acceptance Testing has concluded. Invoice will reflect full purchase price. Adkins will accept full payment, as described in Exhibit A, upon receipt or interest free (0%) financing for a period of three (3) years. Should customer choose to accept three (3) year interest free financing, terms shall be as follows:

- Due upon delivery – \$41,752.67
- Due year two (2) – \$41,752.67
- Due year three (3) – \$41,752.66

With respect to late payments, Customer shall pay interest at the rate of 1.5% per month.

5.0 Cancellation and Return of Defective Items

5.1 Right of Return of Defective Items

Prior to completion of Acceptance Testing, Customer may return items that are defective and not in conformance with Supplier's specifications. After Acceptance Testing, and except for defective items covered by the Supplier's Warranty herein, all goods and items delivered are not subject to any additional rights of return. Any defects or deficiencies discovered after acceptance shall be repaired or replaced under Supplier's warranty as set forth herein or under the Hardware Warranty Agreement.

5.2 Cancellation

This agreement and the obligations hereunder may be cancelled in its entirety by Customer within seven (7) days of the date of Customer's signature. Supplier shall not be obligated to proceed with Supplier's duties during this time. And any dates for performance shall be delayed by an equivalent period of time unless Customer waives such right of cancellation. Customer may waive such cancellations right by signing where indicated on the signature page or otherwise requesting the Supplier to proceed with deliveries according to the request schedule.

6.0 Acceptance Testing

Testing of each piece or component of the Hardware and Software Products shall be performed by Supplier at the Supplier's facility prior to delivery of the Hardware Products and Software Products to ensure that it is in good working order and complies with the terms of this Contract. Acceptance testing shall conform with Iowa Administrative Code 721-22.31(52).

Supplier will conduct Acceptance Testing on the goods at the Customer's facility. The Acceptance Testing process assures that the system operates according to the supplied OpenElect system documentation.

7.0 Responsibilities of Customer

The Customer shall act in good faith in the performance of its respective responsibilities under this Contract and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the Supplier in order to perform its responsibilities under this Contract.

8.0 Grant of Licenses

All Software Products will be licensed to the Customer in accordance with the terms set forth in Exhibit B (Software License Agreement). In consideration for Supplier's grant of the license for Software, Customer shall pay Supplier the Software License Fees set forth in Exhibit A. Upon Supplier's request, Customer agrees to sign license confirmation agreements from time to time upon delivery or installation of the Software and Updates.

9.0 Title and Risk of Loss

Title and risk of loss for each item of Hardware identified on Exhibit A and the tangible media holding the Software Products identified in Exhibit A, will pass to the Customer on receipt of each item of Hardware. However, shipment will not diminish any rights Customer has pursuant to this Contract, including rights to repairs and replacements under applicable warranty and maintenance terms.

- 9.1** Risk of loss or damage in respect of the Hardware Products shall pass to Customer upon receipt of each item of Hardware. Except as set forth herein, title and ownership to the Hardware Products shall pass to Customer upon payment in full of the Total Purchase Price for each item as set out in Exhibit A.
- 9.2** Upon receipt of Hardware Products as specified in Exhibit A, Customer:
 - 9.2.1** Will comply with all laws relating in any way to the use, operation or maintenance of the Deliverables;
 - 9.2.2** Shall not make any alterations, additions, modification or improvements to the Hardware Products without the prior written consent of Supplier.
- 9.3** After payment in full of the Total Purchase Price as specified in Exhibit A, Supplier shall take no action which impairs Customer's right to the possession and use of the Deliverables except to the extent required to protect Supplier's interest in software and confidential information.

10.0 Shipping and Receiving, Freight and Insurance

Hardware Products will be delivered via Adkins fleet. Umbrella insurance covers all Hardware Products in transit. Larger orders may be delivered via Freight Carrier from Unisyn's facility in Vista (San Diego), California. Customer may elect to provide transportation and shipping insurance by providing specific written notice to Supplier of its intent to do so, otherwise, Supplier shall arrange for shipping and insurance.

11.0 Warranty

All Hardware Products when delivered are warranted to be free from manufacturing defects and conform to documentation and specifications published by Supplier. Should any Hardware Products fail to conform to the preceding warranty during the initial twelve (12) months commencing from the date of completion of out-of-box testing. Supplier shall repair or replace any item determined by Supplier to be non-conforming after inspection of the item by Supplier. After initial warranty, Customer may purchase Extended Warranties as provided in Exhibit C (Hardware Warranty Agreement) for annual fees set forth in Exhibit A. OpenElect product warranty services are provided at either Adkins' repair depot in Clinton, Missouri or Unisyn's repair center in Vista (San Diego), California.

12.0 General Provisions

12.1 Amendments

Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the Parties to this Contract shall be valid and binding on the parties only when incorporated by written instrument, executed and signed by all Parties to this Contract.

12.2 Applicable Law/Venue

Interpretation of this Agreement shall be governed by the laws of the State of Iowa and the courts of the State of Iowa will have exclusive jurisdiction, except with respect to claims that are subject to Federal jurisdiction.

12.3 Assignment

Neither Party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other Party, such consent not to be unreasonably denied, withheld or delayed.

12.4 Exhibits and Appendices

The Exhibits and Appendices referred to in and attached to this Contract are made a part of it as if fully included in the text and the term "Contract" is a collective reference to this document and such Appendices.

12.5 Consents

Supplier represents and warrants that it has the requisite power and authority to bind Supplier and its Contract designated affiliates, and to execute and deliver this Contract and perform its obligations hereunder. Customer represents and warrants that it has the requisite power and authority to execute and deliver this Contract and perform its obligations hereunder.

Each Party will obtain and maintain all consents, authorizations and approvals of third parties necessary to allow (i) Supplier to provide the Services and otherwise fulfill its obligations under this Contract, and (ii) Customer to fulfill its obligations under this Contract. No Party will be in breach of its obligations hereunder for failure to obtain any such consent, authorization or approval unless it has actual knowledge of the need to obtain such consent and fails to use reasonable efforts to obtain such consent, authorization or approval.

12.6 Indemnification

The Supplier shall indemnify, defend and hold harmless the Customer and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability, to the extent caused by the negligent or otherwise wrongful acts of Supplier as determined by such court to be liable to third parties. To avail itself of this indemnity, Customer shall within 30 days of receipt of

any suit, claim or demand tender the full and complete control of the defense and settlement of the matter to Supplier and provide reasonable assistance to Supplier in the defense thereof.

12.7 Interpretation

The following rules of interpretation must be applied in interpreting this Contract:

12.7.1 Headings and captions are for convenience only and are not to be used in the interpretation of this contract;

12.7.2 The provisions of the Exhibits are incorporated in this Contract, and in the event of a conflict between an Exhibit and this Contract, to the extent the conflicting provisions can reasonably be interpreted so that such provisions are consistent with each other, such consistent interpretation will prevail, and otherwise, the terms of the Contract govern;

12.7.3 Consents or approvals required to be given under this Contract shall not be unreasonably withheld, delayed or denied unless the Contract expressly states otherwise; and

12.7.4 All requests under this Contract shall be reasonable.

12.8 Severability

The provisions of this Contract will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if a provision of this Contract, for any reason, is declared to be unenforceable, the Parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the Parties.

12.9 Survival

Any provision of this Contract that imposes or contemplates continuing obligations on a Party will survive the expiration or termination of this Contract in which it is contained.

12.10 Sales Taxes

The Customer shall pay any and all taxes and other such amounts required by any Federal, State and local law, including but not limited to State and local sales taxes. The Customer shall provide Supplier a tax-exempt certificate for sales of tangible personal property to Customer by Supplier or purchases of tangible personal property made by Supplier on behalf of Customer in connection with this Contract, where the title vests in Customer, when requested.

12.11 Third Party Beneficiary Rights

The Parties do not intend to create in any other individual entity the status of third-party beneficiary, and the Contract shall not be construed so as to create such status. The rights, duties and obligations

contained in the Contract shall operate only between the Parties to the Contract and shall insure solely to the benefit of the Parties to this Contract.

12.12 Waiver

The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

12.13 Limitation of Liability

Neither Party shall be liable for the other party's negligent or willful misconduct. Not including liability as a result of claims for bodily injury, including death or damage to tangible property, Supplier's total liability to Customer arising out of or relating to this Contract shall not exceed the amount paid to Supplier during the preceding year for the goods or services causing or directly related to the claim or \$25,000, whichever is greater. Any action by Customer against Supplier must be commenced within two years after the cause of action has accrued.

13.0 Signatures

Each Party has full power and authority to enter into and perform this Agreement, and the person or persons signing this Agreement on behalf of each party has been properly authorized and empowered to enter into the Agreement. Each Party acknowledges it has read this Agreement, understands, and agrees to be bound by it.

APPANOOSE COUNTY, IOWA

HENRY M. ADKINS & SON, INC.

Authorized Signature

Date

Dustin Vanderburg
President

Date

Printed Name and Title

Authorized Signature

Date

Printed Name and Title

Authorized Signature

Date

Printed Name and Title

Authorized Signature

Date

Printed Name and Title

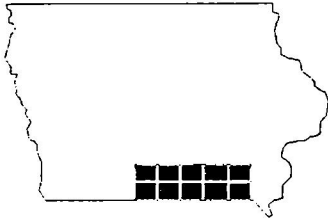
Authorized Signature

Date

Printed Name and Title

Kelly Howard
Appanoose County Auditor &
Commissioner of Elections

Date



304 South Maple – Fairfield, Iowa 52556

Southern Iowa Development and Conservation Authority

Guidelines for the Authority's State Cost Share Funds FY24

Program Description: The Iowa State Legislature appropriated funds to support the Authority's efforts to accelerate the installation of structures to improve transportation infrastructure and protect water resources in southern Iowa. On-road structures can be cost-effective alternatives for the replacement of the large number of deficient and obsolete bridges and large culverts in southern Iowa. On-road and off-road structures can also be effective at reducing the impact of sediment and chemicals on the quality of water resources in southern Iowa.

Eligible Recipients: Member Counties in the Authority that have assigned a Director to the Board and are current on Authority membership fee.

Eligible Projects: The installation of on-road and off-road structures and related projects that provide both transportation infrastructure and water resource benefits. Eligible projects should reduce soil erosion, prevent sedimentation, and stop nutrients and chemicals from entering water resources while improving the rural transportation infrastructure in the Authority's ten-county region in southern Iowa.

Cost Share Rate and Amount: The general guideline for cost share is 50% of the total project cost. Any request can be submitted and will be considered on a case-by-case basis. The cost share rate and amount can be modified by the Authority Board of Directors.

Project Applications: Project applications can be submitted at any time. Applications should be jointly developed by the member County and the Soil and Water Conservation District. Applications require signatures of the Chair of the County Board of Supervisors, County Engineer, and Chair of the Soil and Water Conservation District.

Project Review and Approval: Project applications will be evaluated by the Project Review Committee. The Authority Board of Directors will take final action on applications. Applications will be reviewed and approved on a continual basis.

Project Agreement: Member Counties with a project approved for cost share funds will enter into an agreement with the Authority. Counties will be responsible for:

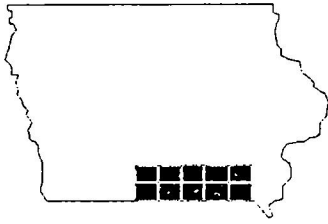
- Application of appropriate professional engineering standards.
- Compliance with applicable procurement procedures.
- Operation and maintenance of completed projects.

Payment of Cost Share Funds and Final Report: Payment of cost share funds will be made by the Authority to the member County as a reimbursement upon completion of the project and submittal of the final project report. The final report will include: (1) certification by the same parties that signed the project agreement stating that the project has been completed as per the project agreement, (2) summary of the total project cost, (3) list of sources of funds and other contributions used to complete the project, and (4) before and after photographs of the project site. The report should include an estimate of the number of hours and associated value of personnel time dedicated to the project as well as the amount and value of land associated with the project. A copy of the engineering design for the project will be retained and available for review as needed and on file in the member County office.

Application Submittal: Submit completed project applications to the Southern Iowa Development and Conservation Authority (SIDCA), 304 South Maple, Ste 101, Fairfield, Iowa 52556, Attention: Project Review Committee.

Additional Information: Contact the Pathfinders Resource Conservation and Development, Inc. office at 641-472-6177 or blake@pathfindersrcd.org for additional information. Please note that the Authority Board of Directors can approve changes to these guidelines by a majority vote of its members.

Last updated: September 2021



304 South Maple - Fairfield, Iowa 52556

Southern Iowa Development and Conservation Authority

Project Application for the Authority's State Cost share Funds

Member County Appanoose County Date 1-22-24

Address 1200 Hwy 2 W Centerville, IA 52544

Phone 641-856-6193 Fax 641-437-4665 Email mmilani@appanoosecounty.net

County's Authorized Representative Brad Skinner

I. Project Description

Project Name: 502nd St Bridge Replacement and Chariton River Tributary Bank Stabilization

A. Project Type

Please provide a brief description of the type of project being proposed:

Replace a deteriorating bridge with less restricting opening and stablize eroding bank

downstream of the bridge along County Road 235th Avenue.

B. Project Location

1. Please attach a County Highway and Transportation map and indicate the proposed project site.

2. Section, township, range T69N R17W S26

3. Project Name: 502nd St Bridge Replacement and Chariton River Tributary Bank Stabilization

I. **Project Description contd.**

C. Project Cost and Sources of Funds

1. Please estimate the total project cost: \$ 270,000

2. Please indicate the sources of funds for the project:

a. Authority cost share funds requested \$ _____
(General Guideline of 50% of project cost share.
All projects will be considered on a case-by-case basis.)

b. Appanoose County - Bridge Cost \$ 90,000

c. SIDCA - Bridge Cost \$ 90,000

d. Appanoose County - Erosion \$ 50,000

e. SIDCA - Erosion \$ 40,000

f. _____ \$ _____

3. Please describe any additional contributions to the project by the County and other individuals, organizations, and agencies including an estimate of the number of hours and associated value of personnel time dedicated to the project as well as the amount and value of land associated with the project:

Appanoose County will provide the expertise and labor to construct the bridge replacement and

bank stabilization. The estimated total man-hours for both projects is 750 hours. The

estimated total equipment hours is 520 hours.

II. Project Benefits

- A. Please list and briefly describe the transportation infrastructure benefits that will result from the proposed project including, but not limited to: (1) potential cost savings relative to alternatives, (2) importance of the road such as accessibility issues and traffic volume, and (3) road system improvements such as safety and weight limit considerations.

This innovative bridge design costs approximately \$180,000. Whereas a comparable IDOT standard bridge would cost approximately \$500,000. Farming implements utilize this road, so bringing the bridge weight limits back to legal and standard bridge width is important to the community for both travel and safety.

- B. Please list and briefly describe the water resource benefits that will result from the proposed project including, but not limited to, project location within a DNR priority watershed, Section 319 and Watershed Protection projects, and above drinking water supplies or other water resources of local concern.

The project is located upstream of the Chariton River and around farm ground with erodible soil. Replacing the bridge with a wider opening and proected/armoured backslopes will reduce erosion around the bridge opening. Armoring the creek bank along the road near a 3:1 slope at the toe will prevent erosion traveling downstream and maintain a safe travel way.

- C. Please describe any additional features of the proposed project that are considered unique, innovative, or cost effective including, but not limited to: (1) multiple uses such as dry hydrants, livestock watering, and wildlife benefits, (2) application of new techniques, and (3) educational activities, e.g., tours, signage.

Refurbishing railroad flatcars as bridge decks is a relatively new bridge design that has proven to support legal load weights and lessen the financial of replacing bridges on low volume roads. This site is a unique location where the water from this basin connects to the Chariton River in Sharon Bluff State Park, which is also a local paddling route.

Attach additional sheets to this application as necessary.

III. Signatures

A. _____
Chair, County Board of Supervisors Date _____

B. _____
County Engineer Date _____

C. _____
Chair, Soil and Water Conservation District Date _____

IV. Application Submittal

A. Project applications can be submitted at any time. Applications will be reviewed and approved on a continual basis.

B. Please submit the completed project application to the:

Southern Iowa Development and Conservation Authority
304 South Maple Street-Suite 101
Fairfield, Iowa 52556
Attention: Project Review Committee

V. Additional Information

A. Please contact the Pathfinders Resource Conservation and Development, Inc. office at 641-472-6177 or blake@pathfindersrcd.org for additional information.

SOUTHERN IOWA DEVELOPMENT AND CONSERVATION AUTHORITY

Self-Scoring Project Application Sheet

Member County _____

Date _____

PROJECT DESCRIPTION

A. Project location supports geographic distribution among Authority's member counties (*up to 16 points*) _____

B. Non-Authority contributions to project cost (*up to 16 points*) _____

PROJECT BENEFITS

A. Transportation Infrastructure Benefits

1) Potential cost savings relative to alternatives (*up to 4 points*) _____

2) Importance of the road such as accessibility issues, traffic volume, etc. (*up to 4 points*) _____

3) Road system improvements such as safety and weight limit considerations (*up to 4 points*) _____

4) Other considerations (*up to 2 points*) _____

B. Water Resource Benefits

1) Project location within a DNR priority watershed (*up to 6 points*) _____

2) Project location above a drinking water supply (*up to 6 points*) _____

3) Other considerations (*up to 2 points*) _____

C. Additional Features (unique, innovative, or cost effective)

1) Multiple uses, such as livestock watering, dry fire hydrants, wildlife benefits, etc. (*up to 2 points*) _____

2) Application of new techniques (*up to 2 points*) _____

3) Educational activities, e.g. tours, signage (*up to 2 points*) _____

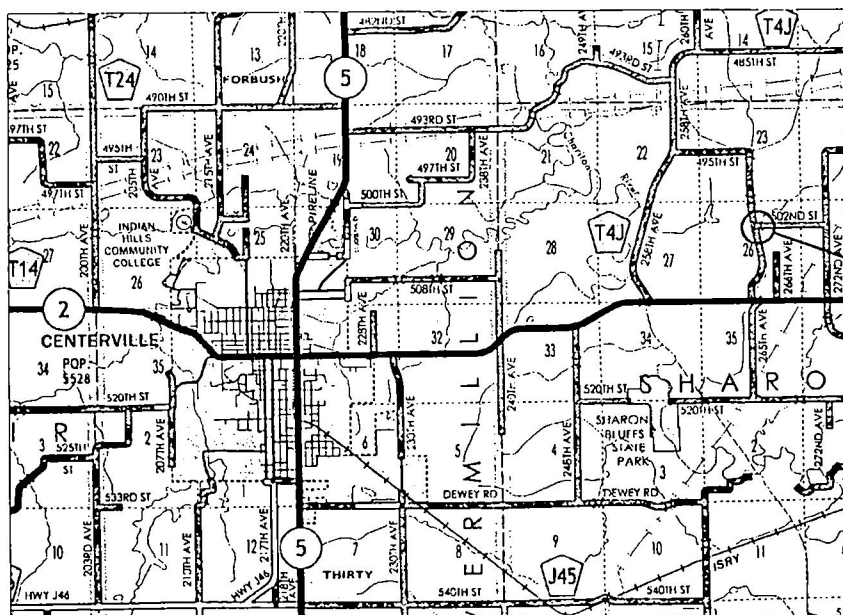
4) Other considerations (*up to 2 points*) _____

5) Discretionary considerations (*up to 10 points*) _____

TOTAL SCORE (*78 points possible*) _____

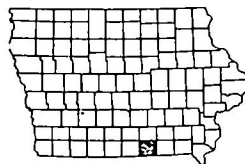
APPANOOSE COUNTY SECONDARY ROADS
PLANS OF PROPOSED IMPROVEMENTS ON THE
SECONDARY ROADS SYSTEM
APPANOOSE COUNTY

Bridge 972662 and Bank Stabilization
ON 502ND ST, BETWEEN 265TH AVE AND 272ND AVE
IN S26 T69 R17



Bridge - #972662

Existing Timber Pile / Wood Deck 30'x20'
Proposed 68' Rail Car Bridge



APPANOOSE COUNTY SECONDARY ROADS PERMIT FEE POLICY

Be it resolved by the Board of Supervisors of Appanoose County that, effective this _____ day of _____, 2024, the following policy shall apply to all the issuance of permits under the jurisdiction of Appanoose County Secondary Roads. This resolution supersedes any previous resolution on the same subject.

PURPOSE:

This policy is to establish a fee structure for permits issued under Appanoose County's regulations for activities within the secondary road system under the jurisdiction of Appanoose County. The policies establish requirements for the individual purposes, and the objective of this Permit Fee Policy is to place the associated costs of the activity upon the party benefiting from the activity.

APPLICATION TO COUNTY ENGINEER:

Section 319.14 of the Code of Iowa requires that all persons shall not excavate, fill, or make a physical change within the right-of-way of a public road or highway without obtaining a permit from the highway authority having jurisdiction of the public road or highway. Multiple additional laws, rules and regulations place jurisdiction of County Road Rights-of-Way upon the County Engineer for administration and use of said Rights-of-Way.

All landowners, or their agents, tenants, or designees, who desire a new or revised entrance, to apply dust control, expand utilities, or other activities which are appropriate for use of the County public right-of-way, are required to obtain a permit for such activity from the County Engineer prior to initialization. Permits are available per the herein adopted fee schedule for Secondary Roads, established by the Board of Supervisors.

Permit applications shall identify the road and locations where the work is proposed, as well as the scope of intended work. The County Engineer will review the proposed location and applications to determine if it will comply with the location and construction requirements set forth by county policies. If the site satisfies all criteria, the County Engineer shall issue a permit for the proposed work. If the proposed location fails to meet all of the requirements, the Engineer may reject the application(s), explaining the reasons for such action and advising what changes would be necessary to obtain approval. The County Engineer shall explore all reasonably available options to accommodate the proposed improvement while adhering to all adopted local, state and federal laws, rules and criteria.

PERMIT FEE SCHEDULE

Prior to any review or approval of any permit, the applicant shall pay to the department the following non-refundable fees to be applied to the administrative costs associated with the review and issuance of the application:

<u>Permit Activity</u>	<u>Application Fee</u>	<u>Additional Fee</u>
Entrance or Driveway	\$50	Current Cost of New Pipe (plus 10% if thru County)
Dust Control	\$50	NA-Under review to determine County cost
Utility - Service or < 1 mile main extension	\$50	NA
- Main Extension > 1 mile	\$50	\$50 per hour review time
Work in Right-of-Way	\$50	NA
Cost Share Brush Removal	\$0	NA
Oversize/Overweight	Per State Schedule	Actual Cost, if consultant required

RESOLUTION
DUST CONTROL OF COUNTY ROADS

WHEREAS: The Board of Supervisors is empowered under authority of Section 309.67 and Section 321.369 of the Code of Iowa to establish policies and provide adequate funds to properly maintain the secondary road system, and

WHEREAS: the Board of Supervisors desire to establish a uniform policy for the use of chemicals or natural materials within the county for dust alleviation on county roads, and

NOW, THEREFORE BE IT RESOLVED by the Appanoose County Board of Supervisors that the following items establish a COUNTY POLICY for the use of approved chemicals, magnesium chloride, calcium chloride, or lignum sulfate for dust alleviation upon county roads throughout the County:

1. No waste oil or heavy oil may be used for dust control on county roads. Approved chemicals, magnesium chloride, calcium chloride or lignum sulfate may be used for dust alleviation provided material is tested and test report is filed with county. The use of waste oil for dust alleviation on roads is prohibited by rules of the US Environmental Protection Agency.
2. The landowner who applies dust alleviation materials understands and agrees that there are hazards along with benefits in the use of dust alleviation materials. Depositing, placing, or spilling of material on roads is prohibited as provided by section 321.460 Code of Iowa.
3. All potholes that form in the treated area will be filled by owner/applicant.
4. If potholes form in the treated area of the county roads and the landowner does not fill said potholes, the County will maintain the road and fill the holes during the normal maintenance (blading) of the road.
5. The County shall not be held responsible for retreatment of the road for dust alleviation should the road require maintenance that disturbs the treated area.
6. A signed permit between the landowner and County through the selected vendor, agreeing to the terms of the County Dust Control Policy and setting out the area/location for dust treatment on county roads, shall be on file with the vendor prior to any preparation or treatment being started. The permits are available through approved suppliers.
7. The dust-treated area will typically be disturbed beyond dust control effectiveness during October as a result of granular roads being prepared

for the winter snow and ice season. Any remaining dust control locations will be disturbed/maintained no later than October 31.

8. The owner/applicant shall take all reasonable precautions during dust control periods to protect and safeguard the lives and property of the traveling public and adjacent property owners, and shall save the county harmless of any damages or losses that may be sustained by the traveling public or adjacent property owners of such dust control operations.
9. All contractors working on county right-of-way must have a Certificate of Insurance on file with the County before doing any work on County Roads. The County is to be added to the contractor's General Liability and Automobile Liability Insurance as an additional insured.
10. The owner/applicant shall be responsible for 50% of the cost of surfacing material added to the dust control area prior to treatment, said fee to be paid through the vendor with the application for dust control. The typical aggregate placement prior to dust control is 5.7 tons per 100 feet of treated area (equivalent to 300 tons per mile). The aggregate price shall be determined annually by the lowest cost offered to the County by an operational quarry within the County as of March 1 of the treatment year.

Should any of the above policy not be adhered to, the County will correct the roadway with the cost to be charged to property owner, termination of the Dust Control Permit, or refer the matter to the County Attorney for appropriate action.

Passed and approved this _____ day of _____, 2024.

Linda Demry, Chairman

Mark McGill, Member

Jeff Kulmatycki, Member

ATTEST: _____
Kelly Howard, County Auditor

APPANOOSE COUNTY

ENTRANCE AND DRIVEWAY POLICY

Revised: 3/15/2024

Be it resolved by the Board of Supervisors of Appanoose County that, effective this ____ day of _____, 2024, the following policy shall apply to all entrances and driveways serving as access to a secondary road under the jurisdiction of Appanoose County. This resolution supersedes any previous resolution on the same subject.

PURPOSE:

This policy is to establish Appanoose County's regulations for access to a secondary road under the jurisdiction of Appanoose County. The policy establishes requirements for the location and establishment of driveways, field entrances, and subdivision streets requested by property owners. It is designed to assure that adequate standards are maintained to allow safe access for persons entering upon secondary roads and providing safe highway use for the traveling public.

APPLICATION TO COUNTY ENGINEER:

Section 319.14 of the Code of Iowa requires that all persons shall not excavate, fill, or make a physical change within the right-of-way of a public road or highway without obtaining a permit from the highway authority having jurisdiction of the public road or highway.

All landowners, or their agents, tenants, or designees, who desire a new entrance, additional entrances, or to modify existing entrances, are required to obtain a permit for installation from the County Engineer prior to installation. Permits are available per the adopted fee schedule for Secondary Roads, established by the Board of Supervisors.

Permit applications shall identify the road and locations where the work is proposed. The County Engineer will review the proposed location and applications to determine if it will comply with the location and construction requirements set forth by this policy. If the site satisfies all criteria, the County Engineer shall issue a permit and establish the culvert diameter and length. If the proposed location fails to meet all of the requirements, the Engineer may reject the applications, explaining the reasons for such action and advising what changes would be necessary to obtain approval.

RESPONSIBILITY OF WORK AND COSTS:

The property owner or tenant is responsible for the construction of all new entrances or modifications to existing entrances. This includes all materials and labor involved in the installation. All construction work shall conform to the requirements set by this policy. The property owner may purchase a corrugated metal pipe from Appanoose County, if available, for cost plus 10%. No deliveries of pipe will be made unless related County work is being performed at the same location.

FINAL APPROVAL OF ENTRANCE:

After completion of a new entrance or modification of an existing entrance, the applicant shall notify the County Engineer, who shall inspect the entrance for conformance to this policy. The entrance will either be accepted or rejected. If the work is rejected, the applicant will be notified of the deficient work. All corrections must be completed before the entrance is put into use.

NONCONFORMING ENTRANCES:

Any nonconforming entrance built after the effective date (June 16, 2008) of the original Entrance and Driveway Policy Resolution, or this revised version of the resolution, may be removed by Appanoose County and the cost billed to the owner or party responsible for installing the entrance. Verbal notice shall be attempted by the County of impending removal, but is not required regarding non-approved driveways.

FUTURE MAINTENANCE:

Entrance culverts previously approved by the County Engineer (metal or concrete) will not be maintained by the Appanoose County Road Department. The County will replace removed driveway fill from ditch maintenance operations and/or re-lay pipes in acceptable condition. Entrance surfacing (Asphalt, Concrete, or Aggregate) placement will be the responsibility of the property owner. Secondary Roads Department will use due care to salvage and reuse existing culverts encountered during routine maintenance, but the property owner will be responsible for replacing any culvert deemed by the County as substandard. The County will not replace culverts damaged by routine maintenance operations, mowing, rusting, improper installation, normal aging, fire, heat, etc.

ROADWAY CONSTRUCTION:

Any entrances removed for road construction will be replaced by the county at no cost to the owner. Existing entrance surfacing removed for construction will also be replaced by the county at no expense to the owner. At the request of the owner and with proper location approval, the County may construct additional entrances at the time of roadway construction with the owner responsible only for the cost of the culvert pipe and additional surfacing.

LOCATION REQUIREMENTS:

All driveways, field or business entrances, and subdivision street intersections must meet minimum sight and stopping distance requirements:

1. 400' on gravel roads measured from the centerline of the entrance in each direction,
2. Spacing on pavements measured from the centerline of the entrance in each direction per Chapter 51 of current Statewide Urban Design and Specifications Design Manual (SUDAS).

The County reserves the right to make exceptions in extraordinary circumstances to the sight distance requirements at the discretion of the County Engineer where the exercise of sound and reasonable engineering judgment indicates that public safety will not be compromised.

Entrances will not be allowed within 100 feet from the end of a bridge and/or any guardrail installation

Entrances on a paved road will not be allowed within 250 feet from any intersecting road centerline. Spacing and locations per SUDAS.

Entrances on a gravel road will not be allowed within 100 feet from any intersecting road centerline.

CULVERT PIPE REQUIREMENTS:

If the location is approved, the County Engineer will determine if a culvert pipe is required, the size of the opening required, and the length of culvert pipe required. The required diameter and length for each culvert shall be based on the drainage area, entrance top width, entrance use, ditch depth, Annual Average Daily Traffic (AADT) and type of road surface being entered.

All Culvert pipes shall be approved by the County Engineer. Used culverts showing rust or having holes will not be approved. New culvert pipe shall meet IDOT standards for entrance pipe and shall be a minimum of 15" diameter. The following new pipes are approved:

1. Corrugated metal pipe – 15" to 48" diameter (16 gauge), greater than 48" diameter (12 gauge)
2. Tied reinforced concrete pipe (2000D Class or better – no rejects)
3. PVC Pipe (Double-walled required) (Note: Plastic pipes are susceptible to damage from construction, maintenance, or fire. County will neither replace nor be responsible for damage to PVC pipe.)

CONSTRUCTION REQUIREMENTS:

Entrance Installation shall be according to IDOT & SUDAS specifications.

Permittee shall provide a certificate of insurance of a minimum of \$1,000,000 for the work being done, (naming the County as an additional insured on the Permittee's policy), to the County Engineer before the permit can be processed.

Minimum top width for a driveway or field entrance shall be 20 feet. Maximum top width shall be 40-feet unless a waiver stated on permit.

Sideslopes for entrances on rock roads shall be 3:1 minimum or a 6:1 minimum if no culvert is required, and sideslopes for entrances on paved roads shall be 8:1 minimum or as shown in SUDAS Chapter 5 I.

Entrances and all county rights-of-way shall be free of obstructions, including break-away mail box posts, no retaining walls, and landscaping that does not obstruct vision or safe passage.

Entrances shall slope away from the road shoulder and shall be shaped to prevent water from the property draining onto the roadway.

Entrance shall be compacted by tamping or rolling.

No filling will be permitted in the right-of-way other than what is necessary to construct the proposed entrance.

No excavations will be made within the limits of the traveled portion of the roadway.

The construction, future repair, or maintenance of entrances shall be carried on in such a way as to not interfere with or interrupt traffic on the County road.

Private property may not be used to encumber the County right-of-way, or interfere with safety, comfort, and the use of County roadway users.

The permittee shall leave the road and the County right-of-way in as good condition as it was prior to construction.

Re-seeding of disturbed areas shall be with a seed mix approved by the IRVM Director or the County Engineer.

Passed and adopted this _____ day of _____.

Board of Supervisors, Chairperson

Board of Supervisors, Member

Board of Supervisors, Member

Attest:

County Auditor