

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
April 15, 2024

The Appanoose County Board of Supervisors will meet Monday, April 15, 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 April 1, 2024 meetings
4. Approve reports (4/12 payroll, 3/24 Prisoner Room & Board, Auditor, Recorder & Sheriff Quarterly Reports)
5. Approve bills
6. Approve Liquor License: Brownies Bait Breakfast and Beer
7. Beth Burgin: set public hearing ZOMA 0714-05
8. Approve Voiding Treasurer's checks (#9439 \$61 and #9467 \$34)
9. Accept Sheriff's Office jailer resignation (B. Bregeeta L. Hislop)
10. Approve Resolution #2024-12: Operating Transfer (15000 to 01000)
11. Approve Solutions Hosting Proposal
12. 9:10 A.M. Public Hearing: FY25 County Budget
13. Approve Resolution #2024-13: FY25 County Budget
14. Approve Resolution #2024-14: FY25 Elected Officials Salary
15. County Engineer report
 - a. 9:15 A.M. Public Hearing: Establishing Speed Limits (Hwy J3T & Hwy T61)
 - b. Approve Resolution #2024-15: Establishing Speed Limits
 - c. Open bids for Project No FM-C004(126)-55-04, review and award contract
 - d. Approve TSIP grant from Iowa DOT for Project No. FM-TSF-C004(127)--5B-04, \$500,000 for paved shoulders on S70
 - e. Approve HSIP grant from Iowa DOT for Project No. HSIP-SWAP-C004(129)--FJ-04, \$120,000 for Milled in Pavement Markings on T-20 and T-30
16. Public Comments
17. Adjourn

Posted 4/10/24

April 1, 2024

Appanoose County Board of Supervisors met in special session April 1, 2024 at 8:30 A.M. in the Boardroom of the Courthouse. Present: Linda Demry, Mark McGill, and Jeff Kulmatycki (arrive at 8:31 A.M.). Absent: none.

McGill motioned to approve the agenda. Seconded by Demry. McGill and Demry aye. Kulmatycki absent.

McGill motioned to open the FY25 Proposed Tax Levy public hearing at 8:30. Seconded by Demry. McGill and Demry aye. Kulmatycki absent.

The auditor explained the current and proposed tax rates. Public comments were received. Comments included taxes increasing, split between city and county, city public hearing, budget cuts, budget detail, EMS funding, and revenue sources.

McGill motioned to close the public hearing at 8:55 A.M. Seconded by Kulmatycki. All voted aye.

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

The Board adjourned to meet at the call of the Auditor at 8:55 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

April 1, 2024

Appanoose County Board of Supervisors met in regular session April 1, 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 March 18, 2024 meeting. Seconded by Kulmatycki. All voted aye.

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

Agriland FS	Engineering Services	29584.26
Alliant	Electric Light & Power	2503.71
Amer Home Fdg	Juvenile Detention & Shel	1352.85
App Co Auditor	Tort Liability Ins.	3000.00
App Co Shooting Club	Educational & Train.Serv.	800.00
App Co Tourism	Contrib. & Purchase Serv	25986.96
App Co Treas	Off. Supplies & Forms	93.87
Bailey Off	Contract Services	350.00
Baker's	Engineering Services	97.97
Black Rain Court Reporting	Legal Serv. Dep-Subp-Tran	45.50
Bratz Auto	Engineering Services	126.00
Bratz Oil	Engineering Services	1177.95
Brown's Shoe	Engineering Services	144.47
C-D Supply	Custodial Supplies	638.99
Cantera Aggregates	Engineering Services	6074.37
Centerville Body Shop	Transportation	59.00
Cville Iron	Engineering Services	524.25
Central IA Fasteners	Engineering Services	1162.76
Cville Wtrwks	Water & Sewer	6457.17
City Moravia	Care of Soldiers Graves	480.00
City of Plano	Maintenance Contract	128.62
City of Unionville	Maintenance Contract	95.17
Cobblestone Inn	Educational & Train.Serv.	268.80
Davison Fuels & Oil	Fuels	90.51
Diamond Mowers	Engineering Services	394.73
S Dittmer	Legal Serv. Dep-Subp-Tran	122.40
Eastern IA Tire	Engineering Services	121.36
First National Bank	Jail Equip. & Furniture	2063.00
GreatAmerica	Off. Equip Repair & Maint	200.77
Hamilton Produce	Engineering Services	90.00
Henderson Products	Engineering Services	23565.64
Hills San	Engineering Services	231.00
Hotsy Cleaning Systems	Building Repair & Maintce	1795.36
W Howington	Engineering Services	54.92
Inland Truck Parts	Engineering Services	1375.42
Intoximeters	Law Enf. Equip & Weapons	251.00
Iowa Bridge & Culvert	Bridge & Culvert Maint.	186772.72
ICAA	Dues & Memberships	437.00
IA Media Network	Typing-Print.-Bind.Serv.	257.87
IA ME	Medical & Health Services	2154.17
Kimball	Engineering Services	318.49
K Laurson	Off. Equip Repair & Maint	786.77
Mail Serv	Vehicle Renewal Notices	476.66
Mainstay Systems	Off. Supplies & Forms	2325.00

Mast Overhead Doors	Engineering Services	237.62
B Matkovich	Rent & Utility Payments	500.00
M McGill	Mileage & Transp. Expense	320.40
M Messamaker	Educational & Train.Serv.	154.80
Metal Culverts	Bridge & Culvert Maint.	39256.10
MHC Kenworth	Engineering Services	1977.94
Midwest Alarm	Building Repair & Maintce	518.88
Midwest Wheel	Engineering Services	54.65
M McCoy	Educational & Train.Serv.	26.71
MMIT	Off. Supplies & Forms	125.16
Moravia Historical Society	Contrib. & Purchase Serv	400.00
Natel	Telephone & Telegr.Serv.	571.12
Neighbor Wholesale	Engineering Services	287.50
Newman Signs	Engineering Services	2105.85
Petty C-Sheriff	Postage & Mailing	9.85
Phelps Uniform	Engineering Services	236.19
Pitney Bowes	Postage & Mailing	195.00
Prof Computer	Off. Equip Repair & Maint	47.95
Quick Shop	Transportation	60.00
Quill	Off. Supplies & Forms	299.90
Rainbo Oil	Engineering Services	1789.63
G Roefer	Medical & Health Services	100.00
Safety X-Treme	Engineering Services	49.77
Seymour Tire	Engineering Services	77.00
N Shilling	Educational & Train.Serv.	27.80
M Sias	Salary-Regular Employees	1129.17
Sinclair NAPA	Engineering Services	2624.22
B Skinner	Educational & Train.Serv.	220.99
SJ Smith Co Inc	Engineering Services	15.71
Snap-On Tools	Engineering Services	744.60
Solutions	Engineering Services	2130.00
D Sturms	Mileage & Transp. Expense	258.10
UnityPoint	Engineering Services	84.00
US Bank	Educational & Train.Serv.	820.72
US Cellular	Telephone & Telegr.Serv.	587.35
B Van Roekel	Engineering Services	766.80
Vaughn Auto	Engineering Services	328.69
Verizon	Engineering Supplies	220.04
Wapello Co Aud	Legal & Ct-Related Serv.	593.64
Windstream	Off. Supplies & Forms	1969.68
Xerox	Off. Supplies & Forms	292.61
Zetron	Off. Equip Repair & Maint	3872.54
Ziegler	Engineering Services	13492.77
911 Custom, LLC	Law Enf. Equip & Weapons	260.00
Grand Total		384878.91

McGill motioned to approve 3/29 payroll. Seconded by Kulmatycki. All voted aye.

Committee Updates: McGill spoke about ADLM, Rathbun Water Alliance, and EMS. Kulmatycki spoke about Central Juvenile Detention and 10-15. Demry spoke about Early Childhood, Governing Board and Opioid.

McGill motioned to approve the liquor licenses for Honey Creek Resort (2) and Rathbun Marina. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve the GIS Data Grant Agreements for SCCI. Seconded by McGill. All voted aye.

McGill motioned to set the public hearing for the FY25 County Budget for April 15, 2024 at 9:10 A.M. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the project agreement for grant with SIDCA for 502nd Street Bridge Replacement. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve the FY25 Iowa DOT Secondary Roads Five-Year Program. Seconded by McGill. All voted aye.

McGill motioned to approve the FY25 Iowa DOT Secondary Roads Budget. Seconded by Kulmatycki. All voted aye.

There was discussion regarding the engineer's contract. The board requested a draft.

County Engineer, Brad Skinner, provided an update to the board. Portable traffic signals were delivered last week. The signals will be used when brush cutting or patching projects and will be shared with surrounding counties. Brush cutting will be wrapping up with the increasing temperatures. Due to recent moisture, the rock roads will be worked and will start placing rock. McGill asked if downed signs are reported. Skinner stated yes and tracked. The rock letting public hearing will be held during the 4/15 board meeting. McGill asked how often level B roads are maintained. Skinner stated twice per year per the ordinance.

Public Comments: Sheriff Gary Anderson spoke about a recent ICAP risk assessment inspection on the jail.

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

The Board adjourned to meet the call of the Auditor at 9:34 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 March, 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	\$739.91
29000-01000-4440-05-301	60% Transfer to Sheriff	\$443.95

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

Signed: _____
Chairperson

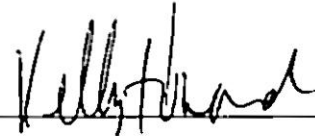
AGIN009750 - F. BILLS - \$455.91
FECR005897 - J. WENDLAND - 85.00
FECR005965 - J. HORN - \$42.50
FECR006042 - J. BLEW - \$12.00
FECR006269 - B. MADSEN - \$85.00
SRIN009473 - L. SHILTZ - \$59.50

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 March 29th, 2024, and the same has been paid to the proper authorities as per duplicate voucher as attached:

Plat Books	\$125.00
Copy Work	\$3.00
Misc.	<u>\$10.00</u>
Total	<u><u>\$138.00</u></u>

RESPECTFULLY SUBMITTED, _____



County Auditor

4/04/24 15:11:05

Miscellaneous Receipt
Appanoose County Treasurer

04/04/2024

Receipt# 22761

Received from Customer# 200 Appanoose County Auditor

<u>Payment Method</u>	<u>Amount</u>	<u>Check#</u>	<u>Paid by</u>
Check	138.00	1052	Appanoose County Auditor

#	Fund	Function	Rev	Dept	Prj	Sub	Post	Earned	Amount
1	01000	3	09000	5500	02		1	03/31/2024	138.00
								Photocopy/FAX Fees	
								k 138.00 CB	
								Quarterly Report	

Total Amount 138.00

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, March 31, 2024 and the same has been paid to the County Treasurer, as per duplicate vouchers which are provided upon request.

Recording Deeds	\$2,695.00
Real Estate Mortgages	\$5,850.00
Releases & Assignments	\$550.00
Hunting & Fishing Licenses	\$74.00
Copies	\$544.80
Boat Registration Writing Fees	\$82.00
Miscellaneous	\$3,175.00
Snow & ATV Writing Fees	\$378.00
R.E. Transfer Tax - 17.24%	\$4,262.96
Vital Records - 40%	\$1,144.00
County Conservation	\$55.00
	\$18,810.76
Total	

All of which is respectfully submitted.



Maegan Messamaker
Appanoose County Recorder

APPANOOSE COUNTY SHERIFF

Treasurer Report

01/01/2024 thru 03/29/2024

MAR	Beginning Running Balance	24,686.83
	Credits (Deposits)	42,330.94
	Debits (Withdraws)	32,293.56
	Ending Running Balance	\$34,724.21

Receipt Details - Collected during date range

CANCEL FEE	50.00
CL-CINCINNATI	300.00
CL-EXLINE	1,200.00
CL-MYSTIC	300.00
COPIES_CV	136.50
DL-COUNTY	6.00
DL-DOT	16.50
INMATEBOND	500.00
INTEREST	2.36
JAIL PHONES	2,444.65
MAIL	10.25
MILEAGE	1,093.56
PROCESS NOTICE	180.00
PUBLICATION	499.66
REFUND	17.38
SERVICE FEES	3,910.00
SEX OFFEND REG	50.00
TRUST FUND	29,439.08
WP-ACQUIRE	50.00
WP-COUNTY	1,700.00
WP-DPS	425.00

	Receipts Posted by Date Paid:	42,330.94
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:	42,330.94

Payout Information:

Monthly Starting Balance:	24,686.83
Receipts deposited this date range:	42,330.94
Total to Account For:	67,017.77
Disbursements Made This Date Range:	-32,293.56

Funds to be paid to County Treasurer: Should Match Checkbook

CANCEL FEE	50.00
CL-CINCINNATI	300.00
CL-EXLINE	1,200.00
CL-MYSTIC	300.00
COPIES_CV	136.50
DL-COUNTY	6.00
INTEREST	4.35
JAIL PHONES	2,444.65
MAIL	10.25
MILEAGE	1,093.56
PROCESS NOTICE	180.00
SERVICE FEES	3,910.00
SEX OFFEND REG	50.00
WP-ACQUIRE	50.00
WP-COUNTY	1,700.00

Total fees Due to County Treasurer:	11,435.31
--------------------------------------------	------------------

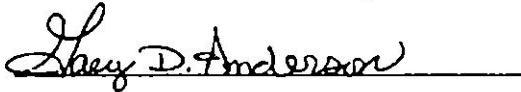
Other Funds in Checkbook:

DL-DOT	16.50
REFUND	0.00
TRUST FUND	23,137.40
WP-DPS	135.00

Total Other Funds in Checkbook:	23,288.90
----------------------------------------	------------------

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 3/29/2024



Prepared by:



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

BROWNIE'S, LLC

NAME OF BUSINESS(DBA)

Brownies Bait Breakfast and Beer

BUSINESS

(641) 724-9820

ADDRESS OF PREMISES

11377 County Highway S70

PREMISES SUITE/APT NUMBER

CITY

Melrose

COUNTY

Appanoose

ZIP

52569

MAILING ADDRESS

12917 137th Ave

CITY

Plano

STATE

Iowa

ZIP

52581

Contact Person

NAME

Connie A. Brown

PHONE

(641) 895-1326

EMAIL

mabrown57@hotmail.com

License Information

LICENSE NUMBER

LICENSE/PERMIT TYPE

Class B Retail Alcohol License

TERM

12 Month

STATUS

Submitted
to Local
Authority

TENTATIVE EFFECTIVE DATE

Apr 16, 2024

TENTATIVE EXPIRATION DATE

Apr 15, 2025

LAST DAY OF BUSINESS

SUB-PERMITS

Class B Retail Alcohol License

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Connie Brown	Plano	Iowa	52581	co-owner	50.00	Yes
Kim Brown	Plano	Iowa	52581	Owner	50.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

Appanoose County Zoning Administrator

ELIZABETH BURGIN

COURTHOUSE

201 N. 12th

CENTERVILLE, IOWA 52544

Phone (641) 437-4529

Fax (641) 856-3062

bburgin@appanoosecounty.net

3/29/2024

I would like to be put on the Agenda for the Board of Supervisors meeting on 4/15/2024 to set a public hearing for ZOMA 0714-05 for Carol & Larry Drake the changing of parcel 040142000211000 from Agricultural to Commercial. Also a public hearing for a campground approval for Jim Lindsey & Lisa Robb at 19213 Hwy J18 Moravia, Iowa and a campground approval for Carol & Larry Drake / Makaine Rienhart on parcel 040142000211000.

Thank you,

*Beth Burgin
Zoning Administrator*

ORDINANCE NUMBER ZOMA 0714-05

*Prepared & Certified by Beth Burgin, Appanoose County Zoning Administrator
Return to Appanoose County Zoning, 201 N. 12th St, Centerville, IA 52544*

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP, WHICH IS CONSIDERED PART OF THE APPANOOSE COUNTY, IOWA RATHBUN RESERVOIR ZONING DISTRICT ORDINANCE, ORDINANCE #31, ADOPTED APRIL 6, 1970, BOOK 39 MISCELLANEOUS, PAGE 545 will be heard _____ in the Board of Supervisors Office of the Appanoose County Courthouse, 201 N 12th, Centerville IA. The Amendment will read as follows:

SECTION 1. RESCISSION. This Ordinance rescinds the current zoning designation, "**Agricultural**" on the **Larry & Carol Drake** property legally described as:

Parcel "D" in SE NE SE of sec 14 – township 70 – range 18
on the Official Zoning Map as was adopted on April 6, 1970.

SECTION 2. ADOPTION. This Ordinance adopts in lieu thereof a new zoning designation, "**Commercial**" for the properties legally described above, on the Official Zoning Map.

SECTION 3. INTEGRATION WITH CODE. Each section, provision or part of this Ordinance which is followed by a section number shall be inserted in the Appanoose County Zoning Ordinance (Ordinance 31), adopted on April 6, 1970 as indicated by said section number and hereafter shall be cited by reference to said section number.

SECTION 4. REPEALER. All ordinances and resolutions, parts thereof or amendments thereto, in conflict with this Ordinance are hereby repealed.

SECTION 5. SEVERABILITY OF REPEALER. All ordinances and resolutions, parts thereof or amendments thereto, not directly affected by this Ordinance shall remain in full force and effect.

SECTION 6. SEVERABILITY. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such section, provision, or part shall be severable from the rest of the Ordinance, and such adjudication shall not affect the validity of the ordinance as a whole, or any section, provision, or part not adjudged invalid or unconstitutional.

SECTION 7. EFFECTIVE DATE. This Ordinance shall be in full force and effect after its final passage and publication as provided by law.

PUBLIC HEARING AND FIRST PASSAGE (READING) on _____, 2024.

SECOND PASSAGE (READING) on _____, 2024.

THIRD AND FINAL PASSAGE (READING) AND ADOPTION on _____, 2024.

Board of Supervisors Chair

County Auditor



Appanoose County Treasurers Office

Jennifer Salstrand, Treasurer

Courthouse

201 North 12th St

Centerville, IA 52544

Phone: 641-856-3097

Fax: 641-856-8104

Email: jsalstrand@appanoosecounty.net

April 3, 2023

To: Appanoose County Board of Supervisors

Linda Demry, Chair

Jeff Kulmatycki

Mark McGill

RE: Outstanding Treasurer's Checks

In accordance with the Code of Iowa, Chapter 331.554(6), checks outstanding for more than one year shall be canceled from the County Treasurer's check register. Therefore, the following Treasurer's checks are now null and void and will be removed from the list of outstanding checks and deposited to Iowa Trust and Savings Bank account #1212621.

CK#	Date Issued	Name	Amount
9439	01-04-2023	Daniel Hedrick	\$61.00
9467	03-07-2023	Lynette Cisler	\$34.00

Jennifer Salstrand

Appanoose County Treasurer

APPROPRIATE TO
APPROPRIATE TO

April 3, 2024

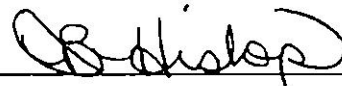
To Sheriff Anderson and Administrator Cairns,

I am writing this letter to officially inform you of my intention to resign as a Jailer with the Appanoose County Sheriff's Office, two weeks from now, with April 17th, 2024 being my last working day.

I want to thank you for the experience that the Appanoose County Jail has offered and I want to wish this agency the very best. Of course, I will continue to perform my duties with the same level of quality and effort until my final day with Appanoose County Jail.

Thank you,

B. Bregeeta L. Hislop



Resignation accepted on 4/4/2024 @ 0717
by Gary D. Anderson, Sher. &F

RESOLUTION #2024-12 FOR INTERFUND OPERATING TRANSFER

Whereas, funds were deposited into the Conservation Reserve Fund to pay for roof damage, and

Whereas, the roof repairs were paid out of General Basic, and

Whereas, it is desired to transfer monies from the Conservation Reserve Fund to the General 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 \$15,221.46 is ordered to be transferred from Conservation Reserve (15000) to the General Basic (01000), effective April 15, 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 April 15, 2024 the vote being as follows:

Ayes: _____

Nayes: _____

Attest:

County Auditor

SOLUTIONS

Products by  **HARRIS**
LOCAL GOVERNMENT

2311 West 18th Street
Spencer, IA 51301

Telephone: (712) 262-4520
Fax: (712) 262-3477
gmdsolutions.com

April 10, 2024

Appanoose County
Kelly Howard
201 N 12th St
Centerville IA 52544-1711

Re: Solutions Inc Hosting Proposal

Hi Kelly:

I am writing you today to provide pricing for hosting the programs and services that you are currently using from Solutions, Inc on our servers. I have included the 2025 fiscal year maintenance/support fees to compare with the hosting fees.

Solutions Hosting Proposal		
	2025	2025
Solutions Programs/Services	Maint/Support	Hosting
Assessor's Base Real Estate	4,281.93	5,138.32
Assessor's Upload/Download VanGuard	1,763.15	2,115.78
Auditor's Payroll System	3,715.20	4,458.24
Auditor's Fixed Assets - Basic Inventory	503.76	604.51
Auditor's Base Real Estate	4,281.93	5,138.32
Auditor's Accounts Payable & General Ledger	4,533.80	5,440.56
Cross Office - Scanning Interface for Imaging - DL for addl users	755.63	906.76
Cross Office - Scanning Interface for Imaging - DL for 1st User	755.63	906.76
Engineer's DOT Accounting & Payroll	3,778.17	4,533.80
Equipment Costs & Records	755.63	906.76
Recorder's Instrument Indexes	3,274.41	3,929.29
Recorder's Accounts Receivable	755.63	906.76
Treasurer's Tax Receipting and Apportionment	6,132.08	7,358.50
Treasurer's Online Tax Payments - Loading, Receiving & Monitoring Annual Fee	1,488.37	1,786.04
Treasurer's Misc Receipts & GL	2,518.78	3,022.54
Treasurer's Document Locator Interface for DOT Titles	755.63	906.76
IBM I Bronze Level	2,747.76	
IBM I Hosting Fee		3,000.00
Total	\$42,797.49	\$51,059.68
	Difference	\$8,262.19

In addition to saving on your annual costs due to server ownership, being hosted by Solutions means having the peace of mind that comes from

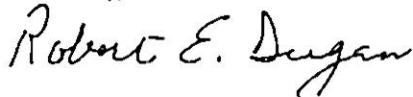
- Reduced Upfront Investment
- Reduced Hardware Purchases
- IBM I Upgrades and patching are maintained.
- Automatic upgrades that are included in monthly fees
- Backups occur automatically and data is redundant
- Datacenter is far more secure than most on-premises deployments
- Scalability and flexibility

We propose to have the county continue storing their images on the county's local image server. Solutions will store and serve the IBM I programs and data from our servers and will also do nightly backups of your IBM I information.

There is a one-time setup fee of \$5,000.00 for device configuration, data migration, backup procedure, etc.

We look forward to working with the county on this project. If you have any questions, do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Robert E. Dugan". The signature is written in a cursive style with a large, stylized 'R' and 'D'.

Robert E. Dugan
VP Operations, HLG County
E-Mail: rdugan@harriscomputer.com

NOTICE OF PUBLIC HEARING – PROPOSED BUDGET
Fiscal Year July 1, 2024 - June 30, 2025
County Name: APPANOOSE COUNTY County Number: 04

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

Meeting Date: 4/15/2024 Meeting Time: 09:10 AM Meeting Location: Boardroom, 1st Floor Courthouse 201 N 12th St, Centerville

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the County Auditor. A copy of the supporting detail will be furnished upon request. County budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult dom.iowa.gov/local-budget-appeals

Average annual percentage changes between "Actual" and "Budget" amounts for "Taxes Levied on Property", "Other County Taxes/ TIF Tax Revenues", and for each of the ten "Expenditure Classes" must be published. Expenditure classes proposing "Budget" amounts, but having no "Actual" amounts, are designated "NEW".

County Website (if available)
<https://appanoosecounty.iowa.gov>

County Telephone Number
 (641) 856-6191

		Budget 2024/2025	Re-Est 2023/2024	Actual 2022/2023	AVG Annual % CHG
REVENUES & OTHER FINANCING SOURCES					
Taxes Levied on Property	1	5,065,918	4,809,576	4,556,103	5.45
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0	
Less: Credits to Taxpayers	3	203,763	196,466	320,595	
Net Current Property Taxes	4	4,862,155	4,613,110	4,235,508	
Delinquent Property Tax Revenue	5	0	0	5,053	
Penalties, Interest & Costs on Taxes	6	12,000	12,000	77,055	
Other County Taxes/TIF Tax Revenues	7	1,489,623	1,522,242	1,417,952	2.50
Intergovernmental	8	4,236,399	5,719,431	5,055,597	
Licenses & Permits	9	4,200	4,150	12,082	
Charges for Service	10	355,800	340,750	382,949	
Use of Money & Property	11	157,232	100,519	301,630	
Miscellaneous	12	184,600	92,050	303,336	
Subtotal Revenues	13	11,322,029	12,404,252	11,791,162	
Other Financing Sources:					
General Long-Term Debt Proceeds	14	102,860	100,830	102,280	
Operating Transfers In	15	960,182	911,327	871,033	
Proceeds of Fixed Asset Sales	16	0	0	0	
Total Revenues & Other Sources	17	12,385,071	13,416,409	12,764,475	
EXPENDITURES & OTHER FINANCING USES					
Operating:					
Public Safety and Legal Services	18	3,642,643	3,519,712	3,213,771	6.46
Physical Health and Social Services	19	661,401	538,885	442,322	22.28
County Environment and Education	21	1,859,328	1,160,923	938,616	40.75
Roads & Transportation	22	5,006,652	4,817,006	5,026,008	-0.19
Government Services to Residents	23	673,048	663,452	587,571	7.03
Administration	24	1,585,317	1,519,617	1,323,105	9.46
Nonprogram Current	25	0	0	0	
Debt Service	26	652,260	652,030	650,530	0.13
Capital Projects	27	532,526	1,847,526	2,604,146	-54.78
Subtotal Expenditures	28	14,613,175	14,719,151	14,786,069	
Other Financing Uses:					
Operating Transfers Out	29	960,182	911,327	871,033	
Refunded Debt/Payments to Escrow	30	0	0	0	
Total Expenditures & Other Uses	31	15,573,357	15,630,478	15,657,102	
Excess of Revenues & Other Sources					
over (under) Expenditures & Other Uses	32	-3,188,286	-2,214,069	-2,892,627	
Beginning Fund Balance - July 1,	33	9,516,331	11,730,400	14,623,027	
Increase (Decrease) in Reserves (GAAP Budgeting)	34	0	0	0	
Fund Balance - Nonspendable	35	0	0	0	
Fund Balance - Restricted	36	2,226,522	4,287,020	7,468,689	
Fund Balance - Committed	37	1,460,936	1,238,336	1,007,249	
Fund Balance - Assigned	38	0	0	0	
Fund Balance - Unassigned	39	2,640,587	3,990,975	3,254,462	
Total Ending Fund Balance - June 30,	40	6,328,045	9,516,331	11,730,400	
Proposed property taxation by type:		Proposed tax rates per \$1,000 taxable valuation:			
Countywide Levies*	3,909,323				
Rural Only Levies*	1,156,595	Urban Areas			
Special District Levies*	0	Rural Areas			
TIF Tax Revenues	0	Any special district tax rates not included			
Utility Replacement Excise Tax	261,931				

Explanation of any significant items in the budget or additional virtual meeting information:

4/1/24, 9:43 AM

Local Government Property Valuation System

The remaining ARPA funds uncommitted/unspent have been budgeted as expense. Due to state equalization notice, taxable revenue increased but general basic and rural basic levies were lowered.

RESOLUTION # 2024-14

WHEREAS, the Appanoose County Compensation Board meets annually to recommend a compensation schedule for elected officials for the fiscal year immediately following, in accordance with Iowa Code Chapters 331.905 and 331.907, and

WHEREAS, the Appanoose County Compensation Board met on December 6, 2023, and made the following salary recommendations for the following elected officials for the fiscal year beginning July 1, 2024:

Elected Official	Current Salary	Proposed Increase	Recommended Salary
Auditor	\$72,333.68	10%	\$79,567.05
County Attorney	\$119,758.70	10%	\$131,734.57
Recorder	\$69,794.30	10%	\$76,773.73
Sheriff	\$99,872.71	10%	\$109,859.98
Supervisors	\$35,006.33	8%	\$37,806.84
Chairperson Stipend	\$1,000.00		\$1,000.00
Treasurer	\$69,794.30	10%	\$76,773.73

THEREFORE, BE IT RESOLVED that the Appanoose County Board of Supervisors approve the following salary adjustments for the following elected officials for the fiscal year beginning July 1, 2024:

Elected Official	Current Salary	Proposed Increase	Recommended Salary
Auditor	\$72,333.68	2%	\$73,780.35
County Attorney	\$119,758.70	2%	\$122,153.87
Recorder	\$69,794.30	2%	\$71,190.19
Sheriff	\$99,872.71	2%	\$101,870.16
Supervisors	\$35,006.33	1.6%	\$35,566.43
Chairperson Stipend	\$1,000.00		\$1,000.00
Treasurer	\$69,794.30	2%	\$71,190.19

Approved this 15th day of April 2024.

AYE:

APPANOOSE COUNTY BOARD OF SUPERVISORS

Linda Demry, Chairperson

NAY:

ATTEST:

Kelly Howard, Auditor

RESOLUTION FOR ESTABLISHING SPEED LIMITS

Appanoose County Resolution No. 2024-15

WHEREAS, the Board of Supervisors is empowered under the authority of the Code of Iowa Sections 321.255 and 321.285 of the Code of Iowa, to determine upon the basis of an engineering and traffic investigation, that the speed limit of any secondary road is greater than is reasonably proper under the conditions existing, and may determine and declare a reasonable and proper speed limit, and

WHEREAS, such an investigation has been requested and has been completed by the Appanoose County Engineer.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERISORS OF APPANOOSE COUNTY that the speed limit be established and appropriate signs be erected on County Highway J3T and Highway T61 at the locations described as follows:

- Hwy J3T:** From South City limits of Moravia to approximately 1,400 feet southeast of 250th Ave - 45 mph
From approximately 1,400 feet southeast of 250th Ave to the intersection of 450th St – 55mph
From the intersection of 450th St to approximately 300 feet east of the West City Limits of Unionville – 45 mph
From approximately 300 feet east of the WCL of Unionville through the city to the intersection of Oak St – 30 mph
From the intersection of Oak St to a point approximately 300 feet northwest of the East City Limits of Unionville – 45mph
From approximately 300 feet northwest of the East City Limits to the County line – 55 mph
- Hwy T61:** From the North City Limits of Unionville to the intersection of Hwy J3T – 30mph
From the intersection of Hwy J3T to a point approximately 850 south – 30mph
From the point approximately 850 south of Hwy J3T to the South City Limits of Unionville – 45mph

Resolution adopted this 15th day of April, 2024

Appanoose County Board of Supervisors

Linda Demry, Chair
Appanoose County Board of Supervisors

Jeff Kulmatycki, Member

Mark McGill, Member

ATTEST: Kelly Howard
Appanoose County Auditor

January 2023

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

County	<u>Appanoose</u>
Recipient	<u>Appanoose County</u>
Project No.	<u>FM-TSF-C004(127)-5B-04</u>
Iowa DOT	
Agreement No.	<u>2025-TS-007</u>

This agreement is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Appanoose County, Iowa, hereinafter designated the "Recipient". The Recipient submitted an application to the DOT for funding through the Traffic Safety Improvement Program (TSIP) under Iowa Code Section 312.2(11), and the application was approved by Transportation Commission Order No. SO-2024-26 on December 12, 2023.

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

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

1. Project Information

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

Construction of 4 foot paved shoulders and installation of edge treatments at six curve locations along County Road S70 from Iowa 2 to County Road J18. See Exhibit A-1 for the location of the project and Exhibit A-2 for the estimated project cost.

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

The construction of centerline or edgeline rumble strips and 6-inch wide pavement markings.

2. Project Costs

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

TSIP funds: \$500,000

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

- c. If a letting is required, the project shall be let to contract before July 1, 2026, but no earlier than July 1, 2024. If a letting is not required, project activities shall be initiated prior to July 1, 2026. If any of these conditions are not met, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 12 months upon receipt of a written request from the Recipient at least 30 days prior to the deadline.
- d. Project activities or costs considered eligible for TSIP funds are those required by, or integral to, the safety aspects of the project. Eligible activities include the following: (a) road modernization, upgrading, or reconstruction; (b) intersection improvements; (c) right-of-way purchases; (d) drainage and erosion control measures; (e) traffic control devices; (f) traffic barriers and other roadside safety devices; and (g) removal of trees and other fixed objects.
- e. Project activities or costs considered ineligible for TSIP funds include, but are not limited to, the following: (a) any and all costs incurred prior to Commission approval of funding; (b) routine maintenance of a road, street, bridge, culvert or traffic control device; (c) contract administration costs; (d) design and construction engineering and inspection, including construction survey; (e) utility construction, reconstruction, or adjustment, except as an integral part of a project; (f) sidewalks, shared-use paths or railroad-highway crossings, except as an integral part of a project; (g) maintenance or energy costs for traffic control devices or lighting; (h) aesthetic items such as brick pavers or decorative lighting/signal poles; and (i) expenditures for items not related to the roadway. For the purposes of this agreement, pavement patching is considered maintenance.
- f. If Federal highway funds, Federal Swap funds, Farm-to-Market funds, or other Federal funds are used in combination with TSIP funds, the Recipient shall also follow all administrative and contracting procedures which would normally be used when such funds are used on a non-TSIP project. The Recipient shall comply with all requirements for the use of said funds.

3. Right of Way and Permits

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

4. Project Design

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

5. Bid Letting

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

6. Construction and Maintenance

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

performance of contract service work. The Recipient shall provide copies of said records and documents to the DOT upon request.

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

7. Payments and Reimbursements

- a. The Recipient may submit to the DOT periodic itemized claims for reimbursement for eligible project activities. Eligible and ineligible costs are outlined in Iowa Administrative Code (IAC) 761 Chapter 164, Traffic Safety Improvement Program (see IAC 761-164.6(312) and IAC 761-164.7(312)). Reimbursement claims shall include certification by a professional engineer licensed to practice in the State of Iowa that all eligible project activities for which reimbursement is requested have been completed in substantial compliance with the terms of this agreement. Reimbursement claims shall not be submitted until after July 1, 2024.
- b. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the construction costs or 5% of the TSIP funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld, if any.
- c. Upon completion of the project described in this agreement, a professional engineer licensed to practice in the State of Iowa shall certify in writing to the DOT that the project activities were completed in substantial compliance with the terms of this agreement. Final reimbursement of TSIP funds shall be made only after the DOT accepts the project as complete.
- d. The Recipient shall request reimbursement and final payment from the DOT within one year of field completion of the work. If this condition is not met, the Recipient may be in default, for which the Department may revoke funding commitments.
- e. If the Recipient fails to perform any obligation under this agreement, the DOT shall have the right, after first giving thirty (30) days written notice to Recipient by certified mail return receipt requested, to declare this agreement in default. The Recipient shall have thirty (30) days from date of mailing of

notice to cure the default. If the Recipient cures the default, the Recipient shall notify DOT no later than five (5) days after cure or before the end of said thirty (30) day period to cure default. Within ten (10) working days of receipt of Recipient's notice of cure, the DOT shall issue either a notice of acceptance of cure or notice of continued default.

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

8. General Provisions

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

January 2023

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2025-TS-007 as of the date shown opposite its signature below.

Appanoose County, Iowa:

By: _____ Date _____, 20____.

Title: _____

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

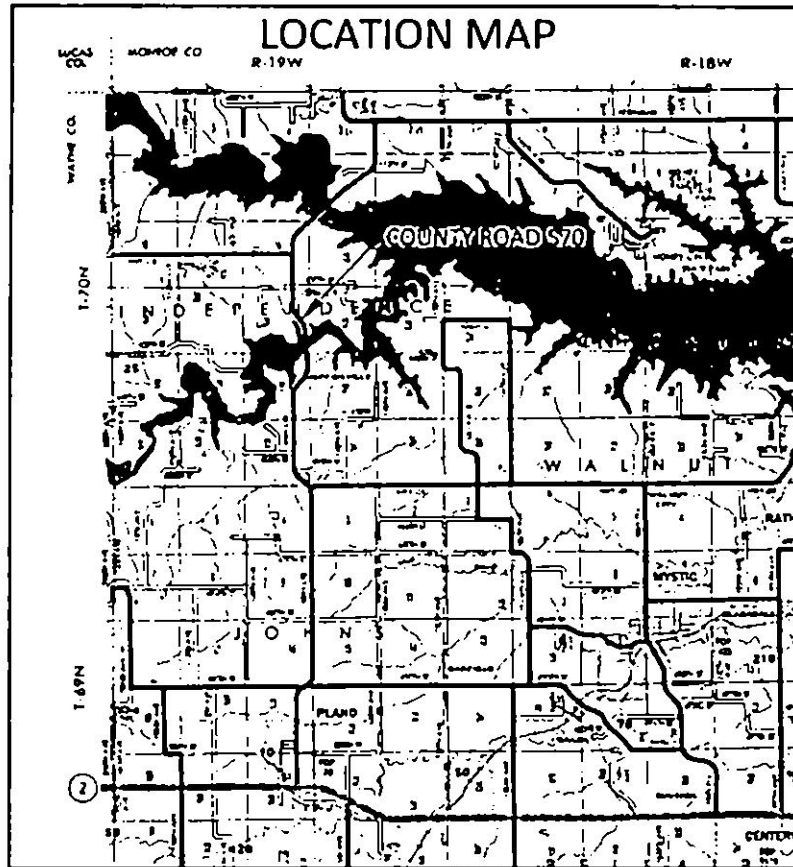
Signed _____ Date _____, 20____.
Appanoose County Auditor

Iowa Department of Transportation:

By: _____ Date _____, 20____.
Dave Lorenzen
Director,
Systems Operations Division

EXHIBIT A-1
[Project Location]

Map



January 2023

EXHIBIT A-2
[Estimated Project Cost]

Cost Estimate

Item No.	Item Code	Item	Unit	\$/Unit	Total Quantity	Total Cost
20	2121-7425020	Granular Shoulders, Type B	TON	\$ 32.00	1,000	\$ 32,000
30	2213-2713300	Excavation, Class 13 for Widening	CY	\$ 20.00	6,015	\$ 120,300
40	2213-8200000	Base Widening, HMA Mixture	TON	\$ 45.00	3,230	\$ 145,350
70	2303-1033500	Hot Mix Asphalt Std Traffic Surface Course 1/2 in	TON	\$ 60.00	1,000	\$ 60,000
80	2303-1258284	Asphalt Binder PG 58-28H, High Traffic	TON	\$ 650.00	250	\$ 162,500
90	2303-6911000	Hot Mix Asphalt Pavement Samples	LS	\$ 5,000.00	1	\$ 5,000
140	2527-9253109	Painted Pavement Markings	STA	\$ 12.00	297	\$ 3,564
150	2528-8445110	Traffic Control	LS	\$ 10,000.00	1	\$ 10,000
160	2528-8445113	Flaggers	EACH	\$ 540.00	50	\$ 27,000
170	2528-8445115	Pilot Cars	EACH	\$ 805.00	15	\$ 12,075
180	2533-4980005	Mobilization	LS	\$ 10,000.00	1	\$ 10,000
190	2548-0000100	Milled Shoulder Rumble Strips, HMA Surface	STA	\$ 20.00	297	\$ 5,940
					TOTAL CONSTRUCTION COST	\$ 593,729
					10% CONT.	\$ 59,373
					ESTIMATED COST	\$ 653,102

Time Schedule

Project Design

Project Reviews

TSIP Grant Award

Project Letting

Construction

July 2023 thru August 2024

September 2024 thru March 2025

January 2023 thru April 2024

November 2025

April 2026 thru November 2026

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

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

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

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

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-348-6200) or from its website at: <https://www.iowaeda.com/small-business/targeted-small-business/>
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a) Including in the bid proposals a contract provision titled "Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available from the Iowa DOT Administering Bureau.
 - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set
 - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT Administering Bureau the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. Form 260017 "Checklist and Certification for the Utilization of Targeted Small Businesses (TSB)" shall be filled out upon completion of each project.
<https://iowadot.seamlessdocs.com/f/ChecklistandCertforUtilizationofTSBonNonFederalProjects>

**IOWA DEPARTMENT OF TRANSPORTATION
Agreement for Highway Safety Improvement Program - Local Federal-aid Swap Project**

Recipient: Appanoose County

Project No.: HSIP-SWAP-C004(129)-FJ-04

Iowa DOT Agreement No.: 5-24-HSIP-SWAP-013

This is an agreement between Appanoose County, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department) for Highway Safety Improvement Program (HSIP) - Local, Federal-aid Swap funds. Iowa Code Section 306A.7 provides 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.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide HSIP Federal-aid Swap funding to the Recipient for the authorized and approved costs for eligible items associated for this 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 persons will be the Local Systems Project Development Engineer, Jenifer Bates and the Local Systems Central Region Field Engineer, Brian J. Catus. The Recipient's contact person shall be the County Engineer, Brad Skinner.
3. The Recipient shall be responsible for the development and completion of the following described HSIP project:

Shoulder rumble strips and grooved-in 6-inch pavement markings on County Rd T20 from Missouri Border to Cincinnati Corporate Limits, and County Road T30 from Missouri Border to IA 5
4. Eligible project activities will be limited to the following: Construction.
5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from HSIP Federal-aid Swap funds. The portion of the project costs reimbursed by HSIP Federal-aid Swap funds shall be limited to \$ 120,000. The Recipient shall be responsible for all ineligible costs and all eligible costs in excess of this limit.
6. The Recipient shall pay for all project costs not reimbursed with HSIP Federal-aid Swap funds.
7. The Recipient shall let the project for bids through the Department.
8. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
9. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
10. The project shall be let to contract before October 1, 2027. If not, this agreement may become null and void. This deadline may be extended for a period of 12 months upon receipt of a written request from the Recipient at least 30 days prior to the deadline.
11. 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 acceptance 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.

Appanoose County

This agreement was approved by official action of the Appanoose County Board of Supervisors in official session on the _____ day of _____, 20____.

County Auditor

Chair, County Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration

By _____ Date _____, 20____
Brian J. Catus, P.E.
Local Systems Field Engineer
Central Region

EXHIBIT 1

General Agreement Provisions for use of Federal-aid Swap 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 Instructional Memorandums to Local Public Agencies (I.M.s), available on-line at: https://iowadot.gov/local_systems/publications/im/lpa_ims. The RECIPIENT shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.
- b. In accordance with Iowa Code Chapter 216 and associated subsequent nondiscrimination laws and regulations, 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.
- 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 pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504.
- d. The RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any 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 acceptance process, plan and construction reviews, and funding participation.
- e. 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, funds cannot be obligated.
- b. Before beginning any work for which funding reimbursement will be requested, the RECIPIENT shall submit a written request for acceptance to the DEPARTMENT. The DEPARTMENT will notify the RECIPIENT when acceptance is granted. The cost of work performed prior to acceptance will not be reimbursed. The turning in of plans for letting by the DEPARTMENT's administering bureau shall be considered acceptance for construction. The DEPARTMENT will notify the RECIPIENT when acceptance is granted.

3. Design and Consultant Services

- 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.

4. Environmental Requirements and other Agreements or Permits.

- a. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the applicable procedures in the Instructional Memorandums to Local Public Agencies Table of Contents, Chapter 4 – Environmental Regulations.

5. Right-of-Way, Railroads, and Utilities.

- a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau Local Public Agency Manual. The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way.
- c. The RECIPIENT shall obtain agreements from utility companies as needed. The RECIPIENT shall comply with the "Policy for Accommodating Utilities on the County and City a Non-Primary Federal-aid Road System" for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT's "Policy for Accommodating and Adjustment of Utilities on the Primary Road System" The RECIPIENT should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement.

- a. The following provisions apply only to projects involving physical construction or improvements to transportation facilities:
- b. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- c. The RECIPIENT shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and acceptance 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, execute the contract documents and return to DEPARTMENT.

Note: The DEPARTMENT may not be able to allow a project to be let in the scheduled letting due to possible issues with cash flow availability.

- 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

will not be turned in for bid letting until the DEPARTMENT has reviewed and accepted the Project Development Certification.

- e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving written notice that the DEPARTMENT has concurred in the contract award.

7. Construction.

- a. The RECIPIENT shall follow the procedures in I.M. 6.000, Construction Inspection, and the DEPARTMENT's Construction Manual, as applicable, for conducting construction inspection activities. The RECIPIENT's engineer shall at all times be responsible for inspection of the project.
- b. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.
- c. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. Proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as needed.
- d. The project shall be constructed under the DEPARTMENT's Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT's Materials I.M.s. Available on-line at: <https://www.iowadot.gov/erl/index.html>
- e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per Materials I.M. 103.

8. Reimbursements.

- a. The RECIPIENT will be initially responsible for all project costs. 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 semi-annually 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, if possible, but no later than August 15.
- 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. 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 total funds available for the project. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final review or audit selected by the Administering Bureau, the DEPARTMENT determines the RECIPIENT has been overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the 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 funds received, for example, Federal funds not received through FHWA, 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.

9. Project Close-out.

- a. Acceptance of the completed construction shall be with the concurrence of the DEPARTMENT. 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 review, 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 may result in loss of funds and the ability to let future projects through the DEPARTMENT; reimbursed funds shall be returned, and a possible suspension may be placed on the RECIPIENT from receiving funds from the DEPARTMENT on future projects until the RECIPIENT has demonstrated responsible management of funds on roadway 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 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 this documentation available at all reasonable times for review by the DEPARTMENT. Copies of this documentation shall be furnished by the RECIPIENT if requested. Such documentation shall be retained for at least 3 years from the date of the DEPARTMENT's signature of the DEPARTMENT's Final Payment Form (Form 830436) or the bottom part of the Certificate of Completion and Final Acceptance of Agreement Work (Form 640003).
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT.