

OFFICE OF THE

Appanoose County Auditor

KELLY HOWARD

COURTHOUSE
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CENTERVILLE, IOWA 52544

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Meeting Agenda
May 6, 2024

The Appanoose County Board of Supervisors will meet Monday, May 6, 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 15, 2024 meeting
4. Approve reports (4/26 payroll, DHS & VA Quarterly Reports)
5. Approve bills
6. Approve Liquor License: Elliott's General Store, Mexican Affair & Valley View Event Center (pending dram)
7. Susan Cole: County burial request from State Medical Examiner
8. Discuss/Approve TIF Policies/Application
9. Bill Cortesio: Status of TIF
10. Approve Data Grant Agreement: Kit Duarte
11. Set Public hearing: FY24 Budget Amendment #2
12. Accept Secondary Roads retirement notice: Dennis Jackson
13. Approve Secondary Roads promotion: Martin Brown
14. Approve Conservation Part-time hiring: Don Stevens
15. 9:15 A.M. Public hearing ZOMA 0714-05
16. Approve Ordinance # ZOMA 0714-05
17. 9:20 A.M. Public hearing campground approvals 1) Jim Lindsey and Lisa Robb 2) Carol and Larry Drake and Makaine Reinhart
18. Approve campgrounds
19. County Engineer report
 - a. Award contract for Project FM-C004(126)—55-04, 2024 FM Rock Haul, and authorize the County Engineer to sign contract documents on the behalf of Appanoose County
 - b. Approve Contract with Iowa DOT for Project No. L-TSF-C004(128)—74-04 for the purchase of Temporary Traffic Control Signals
 - c. Approve Federal Aid funding agreement for Project Number BROS-C004(131)—5F-04 for 130th Avenue Bridge over Cooper Creek
 - d. Discussion and approval of County Engineer FY 2025-2026 Employment Contract
20. Public Comments
21. Adjourn

Posted 5/2/24

April 15, 2024

Appanoose County Board of Supervisors met in regular session April 15, 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 April 1, 2024 meetings. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve 4/12 payroll 3/24 Prisoner Room & Board, and Auditor, Recorder and Sheriff's Quarterly Reports. Seconded by Kulmatycki. All voted aye.

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

Access Sys	Typing-Print.-Bind.Serv.	336.88
ADLM EM	Contrib. & Purchase Serv	2496.87
Agriland FS	Engineering Services	18810.90
Albia Newspapers	Typing-Print.-Bind.Serv.	715.92
Alliant	Electric Light & Power	7975.27
Amazon	Law Enf. Equip & Weapons	646.95
Amer Home Fdg	Community Support Program	1884.27
Sec Rds	Mileage & Transp. Expense	2786.46
App Co Treas	Off. Supplies & Forms	211.78
Bailey Off	Off. Supplies & Forms	158.42
Baker's	Motor Vehicle	149.96
Bob Barker	Jail Equip. & Furniture	101.22
Bratz Oil	Tires & Tubes	1833.55
BUG PRO	Extermination Services	90.00
Calhoun Burns	Engineering Services	8930.50
Cantera Aggregates	Engineering Services	1744.83
Capital One	Food Preparation Service	157.01
Card Services	Dues & Memberships	744.26
CarQuest	Vehicle Supplies-Access	1666.12
Centerville Body Shop	Transportation	754.50
Cville Iron	Engineering Services	109.40
C'ville Produce & Feed	Park Maint. & Supplies	89.96
Chariton Valley Elec	Electric Light & Power	360.38
Chariton Valley Pl	Off. Supplies & Forms	155.82
Cville Wtrwks	Electric Light & Power	9286.45
City of Ottumwa/SIRG	Construction & Maint.	7858.87
CocoBeen Reptiles	Park Maint. & Supplies	150.00
CR Environmental	Engineering Services	373.04
Sheryl Currier	Legal Serv. Dep-Subp-Tran	68.50
Davis Co Sch	Community Support Program	800.00
Davis Co Tire	Engineering Services	311.50
Davison Fuels & Oil	Fuels	245.60
Diamond Mowers	Engineering Services	125.00
Eastern IA Tire	Engineering Services	205.40
ESRI	Computer & Microfilm Supp	2210.00
Falvey Lumber	Park Land Acq. & Dev.	2384.86
First National Bank	Dues & Memberships	37.50
Fogle TV	Building Repair & Maintce	631.82
Rodney Gooden	Rent & Utility Payments	750.00
Gradient9 Studios	Computer & Microfilm Supp	400.00
GreatAmerica	Off. Equip Repair & Maint	205.40

PJ Greufe	Health Insurance	1500.00
Griffing & George	Legal & Ct-Related Serv.	520.90
Hills San	Garbage Serv	399.00
Hy-Vee	Food Preparation Service	8410.91
IA Media Network	Typing-Print.-Bind.Serv.	702.73
IA Workforce	Off. Supplies & Forms	837.36
IPAC	Election Supplies	3500.00
ISACA	Educational & Train.Serv.	250.00
A Jaramillo Ayon	Community Support Program	2873.00
John Deere	Engineering Services	353.04
John Thomas Inc	Engineering Services	63195.00
Joiner Constr	Park Land Acq. & Dev.	11698.75
Kids World	Community Support Program	3818.66
Kimball	Engineering Services	968.55
Kone	Heat-Cool-Elevator-Rpr-Mn	414.99
Kris Engineering	Engineering Services	563.05
R Lamb	Medical & Health Services	300.00
K Laurson	Educational & Train.Serv.	577.09
Legends	Engineering Services	68.19
LexisNexis	Dues & Memberships	100.00
Lockridge	Engineering Services	1867.58
C Maddy	Community Support Program	750.00
Mail Serv	Typing-Print.-Bind.Serv.	6526.40
Mainstay Systems	Construction & Maint.	255.00
Midwest Alarm	Building Repair & Maintce	125.64
Midwest Wheel	Engineering Services	65.14
MMIT	Off. Equip Repair & Maint	118.55
Monroe Pub Hlth	Community Support Program	2161.19
Mystic Highland Cemetery	Care of Soldiers Graves	518.00
Natel	Telephone & Telegr.Serv.	370.21
O'Halloran Int'l	Engineering Services	466.00
Orchard Pl	Community Support Program	4319.93
Owl Pharm	Prescriptions & Medicine	91.83
Petty C-Sheriff	Postage & Mailing	98.45
R Pfannebecker	Building Repair & Maintce	201.47
PowerPlan	Engineering Services	271.89
Prof Rescue	Construction & Maint.	3000.00
Quill	Jail Equip. & Furniture	215.98
Rainbo Oil	Engineering Services	2486.60
RASWC	Engineering Services	90.00
RRWA	Engineering Services	113.50
RJ Powersports	Motor Vehicle	29091.15
G Roefer	Medical & Health Services	100.00
SCICAP	Community Support Program	23157.34
Seymour Tire	Engineering Services	131.00
SIEDA	Community Support Program	665.70
Snap-On Tools	Engineering Services	245.00
Solutions	Off. Supplies & Forms	2776.00
Stericycle	Off. Supplies & Forms	178.06
D Sturms	Mileage & Transp. Expense	262.60
Summit Co	Motor Vehicle	504.00
United Truck & Body	Engineering Services	8009.57
US Bank	Off. Supplies & Forms	8591.01
US Cellular	Off. Supplies & Forms	898.38
USPS	Postage & Mailing	408.00
Walker Welding	Engineering Services	254.38
Wex Bank	Mileage & Transp. Expense	204.28

Windstream	Off. Supplies & Forms	828.37
Ziegler	Engineering Services	4328.52
Grand Total		284753.11

Kulmatycki motioned to approve the liquor license for Brownies Bait Breakfast and Beer.

Seconded by McGill. All voted aye.

McGill motioned to set the public hearing for ZOMA 0714-05 for May 6, 2024 at 9:15 A.M.

Seconded by Kulmatycki. All voted aye.

McGill motioned to set the public hearing to approve campgrounds for (1) Jim Lindsey and Lisa Robb and (2) Carol and Larry Drake and Makaine Reinhart May 6, 2024 at 9:20 A.M. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve voiding Treasurer's checks 9439 \$61.00 and 9467 \$34.00.

Seconded by Kulmatycki. All voted aye.

McGill motioned to accept B. Bregeeta Hislop's resignation as jailer effective April 17, 2024.

Seconded by Kulmatycki. All voted aye.

McGill motioned to approve Resolution 2024-12. Seconded by Kulmatycki. All voted aye.

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:/s/ Linda Demry, Mark McGill and Jeff Kulmatycki Nays: none

Attest: /s/ Kelly Howard, County Auditor

Kulmatycki motioned to approve the Solutions server hosting proposal. Seconded by McGill. All voted aye.

Three bids were received. Only Cantera bid was received in Auditor's Office by 9 A.M. per the bid instructions. Douds Stone and L&W Quarries were delivered to Engineer's Office and not opened. Cantera bid prices were read. Kulmatycki motioned to approve Cantera's bid for Project No FM-C004(126)55-04. Seconded by McGill. All voted aye.

McGill motioned to approve the TSIP grant from Iowa DOT for Project No FM-TSF-C004(127)-5B-04. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve the HSIP grant from Iowa DOT for Project No. HSIP-SWAP-C004(129)-FJ-04. Seconded by McGill. All voted aye.

McGill motioned to open the FY25 County Budget public hearing at 9:10 A.M. Seconded by Kulmatycki. All voted aye. There were no public comments. McGill motioned to close the FY25 County Budget public hearing at 9:11 A.M. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve Resolution #2024-13 (FY25 County Budget (copy available in the Auditor's Office)). Seconded by Kulmatycki. All voted aye.

McGill motioned to approve Resolution #2024-14. Seconded by Kulmatycki. All voted aye.

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: /s/ Linda Demry, Mark McGill, and Jeff Kulmatycki NAY: none

APPANOOSE COUNTY BOARD OF SUPERVISORS

/s/Linda Demry, Chairperson

ATTEST: /s/Kelly Howard, Auditor

Public Comments: Tammy Wheeler from Farmer's Mutual provided a fiber project update.

Mackenzie Milani and Nate Shilling from the Engineer's Office provided an update. They are forming the decks on the bridge projects and will pour them in two to three weeks. Brush cutting will be done by the end of the week.

McGill motioned to open the public hearing on Establishing Speed Limits at 9:15 A.M. Seconded by Kulmatycki. All voted aye. The Unionville City Council contacted the Engineer's Office with concerns/questions. Kulmatycki motioned to close the public hearing at 9:15 A.M. Seconded by McGill. All voted aye. McGill motioned to table the approval of Resolution #2024-15 Establishing Speed Limits until the engineer's office could address the concerns. Seconded by Kulmatycki. All voted aye.

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

The Board adjourned to meet the call of the Auditor at 9:15 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

Iowa Department of Human Services
REPORT OF LOCAL ADMINISTRATIVE EXPENSE

APPANOOSE COUNTY

Payments from County General Fund

Quarter Ended 3/31/2024

Claim No.	Payee	Item	Warrant		Partic. Amount	Cost Center	St Office Use	FFP% Used
			Date	Num				
1	2	3	4	5	6	7	8	
%	Rebecca Pfannebecker	Janitor 180.00	1/15/24	57947	\$15.37			
%	Alliant Energy	Gas/Electric 692.58	2/5/24	58226	\$59.15			
%	Water	Water/Sewer 74.33	2/5/24	58251	\$6.35			
%	Rebecca Pfannebecker	Janitor 180.00	2/5/24	58316	\$15.37			
%	Alliant Energy	Gas/Electric 789.73	3/4/24	58742	\$67.45			
%	Water	Water/Sewer 77.75	3/4/24	58756	\$6.64			
%	Rebecca Pfannebecker	Janitor 180.00	3/18/24	59053	\$15.37			
		Indirect Cost for Quarter ending 03/31/2024			\$10,411.25			
*Indicates a partial payment of a shared bill 0.0256%								
% HHS pays 8.54% of total bill								
To: State Department of Human Services, Des Moines, Iowa					TOTAL	\$10,596.95		

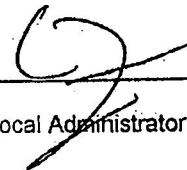
I hereby certify that expenditure for local administrative expenses in the amounts shown above were made and entered on the records of the fund specified.

470-0033 (Rev. 1/07)

Date

Local Administrator

4/19/24



Report of Director of Veterans Affairs
January 1, 2024-March 31, 2024

[illegible]



ALCOHOLIC
BEVERAGES
DIVISION
State of Iowa

State of Iowa

Alcoholic Beverages Division

Applicant

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

Contact Person

NAME	PHONE	EMAIL
DAVID J ELLIOTT	(641) 895-3100	delliot303@aol.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LG0000590	Class B Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
June 24, 2024	June 23, 2025	

SUB-PERMITS

Class B Retail Alcohol License

PRIVILEGES



ALCOHOLIC
BEVERAGES
DIVISION
State of Iowa

State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

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

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
MEXICAN AFFAIR, LLC	Mexican Affair LLC	(641) 854-2424		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
11866 160th Avenue		Moravia	Appanoose	52571
MAILING ADDRESS	CITY	STATE	ZIP	
11866 160th Avenue	Moravia	Iowa	52571	

Contact Person

NAME	PHONE	EMAIL
Robert Rangel	(641) 226-0049	mexicanaffairiowa@gmail.com

License Information

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

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Apr 2, 2024	Apr 1, 2025	

SUB-PERMITS

Special Class C Retail Alcohol License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Roberto Rangel	Moravia	Iowa	52571	Owner	90.00	Yes
Gabriela Rangel	Moravia	Iowa	52571	Wife	10.00	Yes

Insurance Company Information

INSURANCE COMPANY

Auto Owners Insurance Company

POLICY EFFECTIVE DATE

Apr 2, 2024

POLICY EXPIRATION DATE

Apr 2, 2025

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



State of Iowa

Alcoholic Beverages Division

Pending
DRAM

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Valley View Event Center LLC	Valley View Event Center LLC	(641) 895-5600		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
22322 278th Avenue		Moulton	Appanoose	52572
MAILING ADDRESS	CITY	STATE	ZIP	
22322 278th Avenue	Moulton	Iowa	52572	

Contact Person

NAME	PHONE	EMAIL
Jerilyn Inman	(641) 895-5600	jerilyninman@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0044297	Class C Retail Alcohol License	12 Month	Pending Dramshop Review
TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS	
June 1, 2024	May 31, 2025		
SUB-PERMITS			
Class C Retail Alcohol License			



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Jerilyn Inman	Moulton	Iowa	52572	Owner	50.00	Yes
Greg Inman	Moulton	Iowa	52572	Owner	50.00	Yes

Insurance Company Information

INSURANCE COMPANY

Specialty Risk of America

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

TAX INCREMENT FINANCE (TIF) PROGRAM POLICIES

GOAL

The goal of Appanoose County's Tax Increment Finance (TIF) program is to encourage quality economic development, enhance the industrial and commercial property tax base, create quality employment and attract businesses that contribute to the general well-being and quality of life of Appanoose County residents.

To accomplish these goals, the county will utilize TIF to provide incentives to developers and businesses to locate and expand in Appanoose County, to acquire and develop commercial and industrial park land and to extend and improve city infrastructure to promote the development of industrial and commercial properties.

POLICIES

- TIF is not an entitlement program. This policy shall not be construed as obligating the county to use TIF for all projects that satisfy the criteria set forth in this policy. The decision to provide economic development incentives shall be at the sole discretion of the Appanoose County Board of Supervisors and shall be determined on a case-by-case basis.
- The county may provide TIF funds for the purposes of improving county physical infrastructure and structures as well as for structural and infrastructure improvements to privately owned commercial and industrial properties.
- The county may use TIF funds to acquire and develop commercial and industrial park land for the purposes of attracting new businesses and encourage future private improvements.
- The county shall give priority to the use of TIF funds for public infrastructure improvements.
- Any project making application for TIF Funds must be located in a designated TIF district.
- The public assistance granted to a business shall not result in a benefit exceeding market conditions and normal business expectations for finance terms or rate of return on investment.
- Projects receiving TIF are ineligible to receive tax abatement
- For projects that meet the base criteria, the county may provide TIF assistance up to 50% of the eligible property taxes paid for a period of up to 5 years. Eligible property taxes are the product of incremental value created by the project times the portion of the levy rate allowed for TIF. The county will take into account its costs related to the advancement of TIF funds such as interest costs, loan or bonding costs, etc. when it determines the total amount of TIF funds it provides to an individual applicant. Projects that substantially exceed the base criteria and meet one or more of the additional criteria set forth in the "Criteria" section below may be considered for TIF funds above

the base TIF Amount, up to a maximum of 100% of the eligible property taxes for a period of up to ten years.

- The county may consider utilizing TIF funds for public infrastructure for residential development
- “Chain” type stores, retail stores, service stations, or restaurants shall not be considered for funding in excess of the base amount.
- Speculative projects (with no guarantee of type of businesses to locate in the project or type and quality of jobs) shall not be considered for funding in excess of the base amount.
- Development agreements for economic development projects will be funded on a “pay-as-you-go” basis. Once the improvement is made and the owner/developer pays their taxes, the county shall refund a portion of their incremental property taxes according to the criteria established in the Developmental Agreement.
- If the county has already extended TIF funds to improve a property (infrastructure or buildings), the county may reduce the amount of TIF assistance for subsequent improvements to a property.

BASE CRITERIA

- The project is a new or existing business located in the city that is improving property with expanded infrastructure or building expansion.
- The project creates additional tax base for the community.
- The project creates or maintains quality employment in the community.
- The project is a new or existing business that is compatible with the community environment and maintains and promotes a strong sense of community.
- The project meets all building codes and zoning ordinances established by the county.
- The project shall not cause undue stress on county services or infrastructure and is sensitive to the environment
- The project does not create an unfair advantage for the applicant over existing businesses in the community.

EXCEPTIONAL CRITERIA

In exceptional cases, additional criteria shall be considered to determine whether a project is eligible for funding above the base TIF amount. The following are those additional criteria, one or all of which, the applicant must exceed to merit consideration for additional funding:

- **The amount of tax base created** – Does the project provide for a significant expansion (greater than \$1,000,000) of the tax base?
- **Number of new jobs** – Does the project create 25 or more full-time jobs? If so, how many?
- **Quality of jobs** – Does the project create new jobs that pay at least 125% of the median income for Appanoose County and provide insurance benefits? If so, how many?
- **Existing business** – Is the project an existing business in Appanoose County that is in need of expansion?

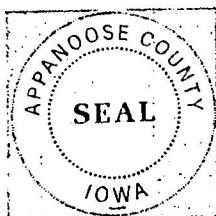
- **Redevelopment** – Does the project involve investment in the redevelopment of an existing structure or property?

APPLICATION PROCEDURES

- Any business/developer interested in applying for TIF funds shall submit an application as early as possible to the county. At a minimum, a business must submit its application for TIF funds prior to submittal of a site plan.
- Once the application is submitted, the Board will review the project.

DISCLAIMER

This policy and procedure does not obligate Appanoose County to approve a TIF district or project or to pay any costs incurred by any developer prior to a decision on a TIF application. Appanoose County Board of Supervisors, in its sole discretion, reserves the right to reject any and/or all applications for tax increment financing if it is in the county's best interests to do so.



TAX INCREMENT FINANCING (TIF) APPLICATION

Submit application to: Appanoose County Board of Supervisors,
201 N 12th Street
Centerville, IA 52544

Call (641) 856-6191 for more information

Name of business enterprise: _____

Mailing address: _____ City, State, Zip: _____

Phone: _____ Email: _____

Type of entity:

☐ Corporation

☐ General partnership

☐ Limited partnership (LLC)

☐ Sole proprietorship

Provide the following details for each owner of the business enterprise. If this list includes more than three, please attach a separate sheet of paper with this information.

Name	Address	Phone	Percent of ownership

Type of business for which TIF funds are requested: _____

Purpose and amount TIF funds are being requested:

☐ Infrastructure: \$ _____

☐ Building: \$ _____

☐ Land: \$ _____

☐ Other: \$ _____

This request is for:

☐ Expansion of existing business

☐ New business

Total amount requested: _____

Type of building(s) or infrastructure for which TIF assistance is being requested: _____

Estimated date of competition: _____ Square feet of building(s): _____

Current taxable value (year and amount, including buildings) of property requesting TIF: _____

Dollar value of taxable improvements to be constructed: _____

Estimated taxable value of the property after the improvements are completed: _____

Number of jobs created by the project: _____ Number of jobs retained by the project: _____

Describe the types of jobs created or retained by the project (including wage ranges and benefits): _____

Physical location (address and legal description) of the project: _____

Is the project within an area designated as slum and blighted?

- ☐ Yes
☐ No

Will the business enterprise own or lease the project site and facilities?

- ☐ Own
☐ Lease

If leasing, list the owner(s) name: _____

Owner's address: _____ Owner's phone: _____

Zoning classification of project property: _____

Describe how the development project will be financed: _____

Describe specific utility/infrastructure needs of the project: _____

How will the County benefit from the project?

How does the project accomplish the goal of the TIF program to encourage quality economic development, enhance the industrial and commercial property tax base, create quality employment and attract businesses that contributed to the general well-being and quality of life of county residents? _____

To be considered for additional funding, please provide justification on a separate sheet of paper. Address how your company or project rates on each of the exceptional criteria identified in the TIF policy.

Applicant signature: _____ Applicant title: _____ Date: _____

**Data Acquisition Agreement
Concerning
Geographic Information System Data**

This Data Acquisition Agreement is entered into this 10 day of April, 2024 by and between Appanoose County AND

Kit Duarte (Hereinafter referred to as Customer)
(Print or Type Customer Name)

15731 Iron Canyon Rd. Santa Clarita CA 91387
(Print or Type Customer Address)

661-309-2060
(Print or Type Customer Contact Person) (Print or Type Customer Telephone Number)

Describe the intended use for the acquired data: for reference

The PURPOSE OF THIS DATA ACQUISITION AGREEMENT is to specify the terms and conditions under which Customer may acquire Geographic Information Systems (GIS) data from Appanoose County.

NOTE: Appanoose County GIS cadastral map data does not replace or modify land surveys, deeds, and/or other legal instruments defining, land ownership and use.

Appanoose County, has developed a digital graphic and tabular database (Geographic Information System, hereinafter GIS) depicting land and cadastral data based on NAD_1983 State Plane, Iowa South FIPS 1402 Feet.

Appanoose County agrees to provide the GIS data listed on page 3 of this agreement, for the intended use described above. The fees charged the Customer for this GIS data are based on the cost of the data, as well as the direct cost of the of materials and services to provide the data.

Customer hereby acknowledges the limitations of the Appanoose County GIS data and information contained therein and restrictions on the use of the GIS data.

Limitations of the data and information provided

1. Appanoose County is not responsible for any hardware or software needed to access and use the product and information therein.
2. The Appanoose County GIS data distributed by Appanoose County contains information from publicly available sources. Appanoose County has developed the data for internal use. All data is provided as is, with all faults, and without warranty of any kind, expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
3. The Grantee understands and acknowledges that the data and information contained therein are subject to constant change and that its accuracy cannot be guaranteed. Appanoose County makes no warranties or a guarantee, expressed or implied, as to the accuracy, completeness, or correctness of such data, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.
4. Appanoose County shall not be subject to liability for human errors, defect or failure of machines, or any material used in connection with the machines, including but not limited to CDs, DVDs, and FTP(where available).
5. Appanoose County shall not be subject to liability for any lost profits or consequential damages, or claims against the Customer by Third parties. The liability of Appanoose County for damages, regardless of the form of the action, shall not exceed the fee paid for the GIS data.
6. The entire risk as to the quality, performance and usefulness of the data rests with the Customer.
7. The Customer releases Appanoose County and its officers, agents, consultants, contractors and employees from any and all claims, actions or causes of action for damages including, but not limited to, any costs of recovering, reprogramming or reproducing of programs or data stored in or used with the Appanoose County GIS data, damage to property, damages for personal injury or for any lost profits, lost savings or other special incidental or consequential damages arising, from the use of or inability to use the Appanoose County GIS data.
8. The Customer shall indemnify and hold harmless Appanoose County and its officers, agents, consultants, contractors and employees from any and all liability claims or damages to any person or property arising from or connected with the use of Appanoose County GIS data.

Restrictions on use of the data and information provided

1. The Customer understands that this is a one-time only delivery and that Appanoose County has no responsibility for updating, this product or information therein.
2. This Data Acquisition Agreement does not constitute a sale or transfer of any title or interest in the Appanoose County GIS data.
3. The Customer agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for databases, tax maps, and other collateral information, and products established or produced by Appanoose County, or the vendors furnishing said items to Appanoose County
4. The Customer may copy the Appanoose County GIS data granted via this agreement only for backup purposes and not for use by any party other than the Customer.

5. Derived products such as graphic displays and printed tabular listings derived from Appanoose County GIS data may be used in publications and presentations, provided that credit is given to Appanoose County as the custodian of the data and credit is also given to the original source of the data if other than Appanoose County.
6. The Appanoose County GIS data are acquired solely and exclusively for the internal use of the Customer and not for the use by any other person or entity, including, but not limited to, any entity which is affiliated with the Customer unless specified at the time of acquisition.
7. The Customer shall not license, assign, release, publish, transfer, sell or otherwise make available the Products or portion thereof to a third party without the expressed written permission of Appanoose County. Any such attempted assignment or transfer shall be null and void, and shall be a breach of this Agreement.
8. Upon the occurrence of the breach of or non-compliance with any term or provision of this Agreement, Appanoose County may provide written notice of the occurrence to the Customer, and terminate this Agreement. This Agreement shall terminate immediately following such notice by Appanoose County. The Customer shall, within 30 day after termination of this Agreement, return all GIS Products that were provided through this Agreement and are in the possession of the Customer to Appanoose County
9. This Data Acquisition Agreement constitutes the entire contract between the parties hereto. This Agreement may not be changed, modified, or amended, in whole or in part, except in writing, and signed by the parties.
10. This Agreement and performance hereunder shall be governed and construed by the laws of the State of Iowa.

Appanoose County makes no claims as to the reliability of the data or the validity of any future use of this data. Appanoose County maintains an ongoing program to record and correct errors in this data that are brought to its attention. Appanoose County maintains records regarding the methods used to collect and process this data and will provide this information upon request.

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

Appanoose County provides the Products listed below to the Customer for internal use in accordance with this Data Acquisition Agreement.

The GIS Products being provided via this agreement are:

Countywide Parcel boundary
Shapefiles with canna data

The period of time for which the Customer is allowed the right to use the GIS Products is:

Other restrictions imposed on the use of such Products are:

Customer shall pay Appanoose County a one-time fee of \$ 50.00 for the cost of the time to produce the data, as well the direct cost of materials and services has itemized on the Appanoose County GIS Data Cost Analysis sheet.

The undersigned acknowledges the terms and conditions of this Data Acquisition Agreement specified above and warrants to Appanoose County that he/she has full power and authority to enter into, and where applicable, to act as the agent of the Customer and be bound to perform its obligations under this Agreement;

Authorizing Signature: Kil Duane Date 4-10-24

Print Name: Kil Duane

Title: _____

Company or Affiliation: N/A

Appanoose County acknowledges this Data Acquisition Agreement as specified above:

(Chair, Appanoose County Board of Supervisors) Date _____

To submit this form please print, complete, and mail to:

GIS Technician
1200 Hwy 2 West
Centerville, IA 52544
jfoster@appanoosecounty.net

I, Dennis Jackson, am giving notice to retire at the end of the work day April 25, 2024.

Dennis V. Jackson
4-27-24

OK
4/4/24

REC'D APP CO AUDITOR
APR 25 '24 AM 11:02

OFFICE OF
COUNTY ENGINEER

APPANOOSE COUNTY

CENTERVILLE IA 52544
641/856-6193

TO: Appanoose County Board of Supervisors
FROM: Bradley Skinner, County Engineer
RE: Promotion of Martin Brown
DATE: May 1, 2024

Marty Brown is being promoted to Equipment Operator, effective May 5, 2024.

Particulars are as follows:

Employee Name: Martin R Brown
Job Title: Equipment Operator
Employee Number: 633
DOB: July 16, 1965
Pay Rate: \$26.21
Telephone: 641-895-9815
Effective Date: 5/1/2024

If you have any questions, please let me know.

Bradley Skinner, PE & LS
rdw



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

Appanoose County Conservation Board

Appanoose County Board of Supervisors:

The Appanoose County Board has hired Don Stevens to the Seasonal part-time Park Technician position. This is a 6 month long part-time position. Mr. Stevens will be working 29 hours a week and will make \$13.00 per hour.

Thank You,

Austin Hoffman
Co-Director/Technician

Hannah Wiltamuth
Co-Director/Naturalist

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

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

the contract, the contract documents, the specifications, the plan, if

LOCATION: Various

Contractor certifies by signature on this contract under pain of penalties for false certification, that the Contractor has

in consideration of the foregoing Contracting authority hereby agrees to pay the Contractor promptly and according to the

it if further understood and agreed that the above work shall also be commenced or completed in accordance with Page 1 E

To accomplish the purpose herein expressed the Contracting authority and Contractor have signed this and one other

Contractor	Contractor (if joint venture)
------------	-------------------------------

Contract Award Date:

Letting Date: April 15, 2024 Contract ID: FM-C004(126)--55-04 Bid Order No: N/A

It is further understood and agreed that the above work shall be commenced or completed in accordance with the following schedule:

SITE NUMBER	CONTRACT PERIOD /SITE DESCRIPTION	LIQUIDATED DAMAGES
-------------	-----------------------------------	--------------------

Start Date: May 6, 2024 \$100.00
 Completion Date: June 15, 2024

CONTRACT NOTES

Description of Work: Farm to Market Rock Letting – Bid to provide, load, haul and place Class “D” Crushed Stone on site.

- Each item is to be considered Separately
- Successful bidder must provide proof of adequate insurance as per IDOT spec. 1107.02.
- Successful bidder must provide proof that each driver is participating in an approved Iowa DOT Random Drug Screening Program.
- Hauling will be suspended if the Quarry cannot maintain 750 tons per day haul rate.
- County Engineer will suspend hauling on days that secondary roads are being damaged due to haul.
- Start of Delivery and Hauling for each item will be coordinated in advance with the County Engineer or Road Superintendent.
- Hauling will be done during working hours which are 7:00 AM to 4:00 PM, Monday through Friday.

BID SUMMARY

Item Number	Description	Units	Quantity	Unit Price	Extended Amount
				Cantera	
1	285th Ave	TON	575	\$22.29	\$12,816.75
2	294th Ave and 485th St	TON	1,175	\$23.29	\$27,365.75
3	485th St	TON	500	\$23.29	\$11,645.00
4	550th St	TON	500	\$24.29	\$12,145.00
5	290th Ave and 570th St	TON	575	\$24.29	\$13,966.75
6	570th St	TON	775	\$24.29	\$18,824.75
7	590th St	TON	250	\$24.29	\$6,072.50
8	141st Ave, 594th St, 155th Ave and 153rd Ave	TON	1,100	\$25.29	\$27,819.00
9	600th St	TON	700	\$25.29	\$17,703.00
				Project Total	\$148,358.50

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR TRAFFIC SAFETY IMPROVEMENT PROGRAM FUNDING
(Traffic Control Device)**

County	<u>Appanoose</u>
Recipient	<u>Appanoose County</u>
Project No.	<u>L-TSF-C004(128)--74-04</u>
Iowa DOT	
Agreement No.	<u>2025-TS-022</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 certain 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 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:

The purchase of Portable Temporary Traffic Signals for county-wide use in work zones. 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 Recipient shall make the portable temporary traffic signals available for a minimum of 10 years to Wayne County and Davis County when requested and not in use by the Recipient. A Portable Temporary Traffic Signal Sharing Agreement, compliant with Iowa Code Chapter 28E, shall be signed by Appanoose County, Wayne County, and Davis County. The executed 28E Agreement shall be submitted to the DOT upon Recipient execution of this Agreement.

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: \$60,000

- 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 include the cost of materials purchased for initial installation of traffic control devices or replacement of obsolete traffic control devices. Devices shall comply with the applicable warrants in the Manual on Uniform Traffic Control Devices (MUTCD) as adopted in 761 Iowa Administrative Code 130.1(321).
- e. Project activities and 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) maintenance or energy costs; (c) installation costs; (d) aesthetic items such as brick pavers or decorative lighting/signal poles; or (e) lighting not installed on a shared traffic signal pole.
- f. For traffic control device projects where the devices will be furnished and installed by a contractor, the contract will need to have a bid item for materials only.
- g. 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. Procurement

- a. If the estimated project cost is greater than the competitive bid threshold established pursuant to Iowa Code 314.1, the Recipient shall follow the competitive bidding procedures in Iowa Code sections 26.3 through 26.13. 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. However, 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. 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 estimated project cost is less than the competitive bid threshold established pursuant to Iowa Code section 314.1, the Recipient shall solicit competitive quotations in accordance with Iowa Code section 26.14. Before placing an order to purchase the materials, the Recipient shall provide the DOT with a summary of the quotes received and the vendor selected and request approval to proceed. After receiving DOT approval, the Recipient may proceed with the purchase of materials.
- c. The Recipient shall notify prospective bidders and quoters 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.
- d. The Recipient shall use positive efforts to solicit bids or quotes 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.

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 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.
- c. 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.
- d. The Recipient shall install, or cause to be installed, the traffic control devices provided by this agreement.

- e. 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.
- f. 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.
- g. 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_im.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.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2025-TS-022 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

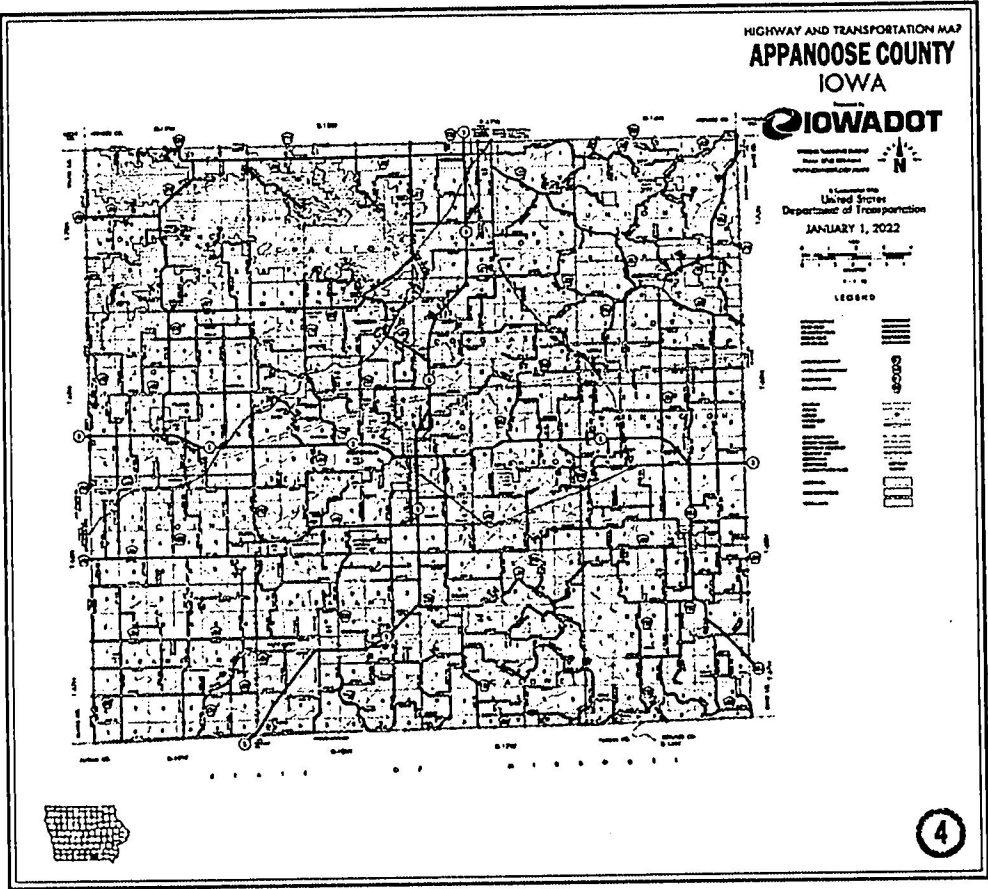
Iowa Department of Transportation:

By: _____ Date _____, 20____.

Dave Lorenzen
Director,
Systems Operations Division

EXHIBIT A-1
[Project Location]

Map



January 2023

EXHIBIT A-2 [Estimated Project Cost]

Itemized Breakdown of Cost



1560 LOVETT DRIVE, DIXON, IL 61021

01/20/2023
0000660

Prepared for:

Account Name	Appanoose County	Phone	(314)655-7016
Contact Name	Mackenzie Miller		
Billing Address	1200 Highway 2 West Centerville, IA 52544		
Project State, County or DOT	Appanoose County Grant		

Item #	Description	Qty	Unit Price	Total Price
PTS2000	ADDCO PTS 2000 Solar Powered Portable Traffic Signals - 1 Set (2 Trailers, with 2 three section heads), which includes: Gateway Operating System; 10 Day Split programming; Ability to control up to 16 traffic phases; Dynamic Clearing Function.	1.00	\$55,885.00	\$55,885.00
Battery Upgrade	AGM Deep Cycle Maintenance Free Battery Upgrade	8.00	\$360.00	\$2,880.00
013-0109	Directional Doppler Radar Vehicle Motion Detector	2.00	\$975.00	\$1,950.00
Flagger Remote PTS	Flagger Remote Control	1.00	\$2,500.00	\$2,500.00
Total Price				\$63,195.00

Notes: JTI estimated this new PTS 2000 Portable Traffic Signal Set (2 PTS Trailers) with listed options. Quote includes PTS Back Plates and Vectors. Includes front panel programming, no tablet required.

ADDCO PTS2000 Description: ADDCO PTS 2000 Solar Powered Portable Traffic Signals - 1 Set (2 Trailers, with 2 three section heads), which includes: Fully Automated Mast Deployment, Lifting Eye for Trailer Placement, Retractable Tongue for Safety and Security, Two 260w Solar Panels, Solar Tilt and Rotate, 8, 6 volt 225 amp-hour deep cycle Heavy Duty Batteries, 110 volt option, Electric Brakes, Low Power Consumption LEDs, Gateway Operating System; 10 Day Split programming; Ability to control up to 16 traffic phases; Dynamic Clearing Function; dash logger & PTS-2000 Manual; Includes Onsite PTS training, 24/7 telephone support and JTI Training website.

FOB: Destination

Terms & Conditions: John Thomas, Inc. guarantees all electrical and mechanical components, other than tires and batteries, for a period of 2 years. Guarantee excludes accidents, misuse and acts of God. Certificates of Origin will be provided upon receipt of payment.

PTS Sale:

Expiration Date: 5/31/2023

Signature

(588)447-7263 Office (588)335-3948 Fax

www.jtibattc.com

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>

July 2022

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

RECIPIENT: Appanoose County

Project No: BROS-C004(131)—5F-04

Iowa DOT Agreement No: 5-24-HBP-S-014

CFDA No. and Title: 20.205 Highway Planning and Construction

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

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

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

Under this agreement, the parties further agree as follows:

1. The RECIPIENT shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Jenifer Bates, and the Central Region Local Systems Field Engineer, Brian J. Catus. The RECIPIENT's contact person shall be the County Engineer.
3. The RECIPIENT shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 64800
 - B. Location: On 130th Avenue over Cooper Creek
 - C. Preliminary Estimated Total Eligible Construction Costs: \$700,000
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the DEPARTMENT. Within the eligible project construction limits, eligible project activities will be limited to actual construction costs.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. 100% of the eligible construction project costs incurred after the effective date of this agreement shall be paid from County HBP funds. The RECIPIENT shall pay 100% of the non-eligible project costs. Reimbursed costs will be limited to County HBP funds that are made available to counties through the HBP Funds outlined in 761 Iowa Administrative Code, Chapter 161 and Local Systems Instructional Memorandum (I.M.) 1.100 in place at the time of this agreement being fully executed.
7. The RECIPIENT shall pay for all project costs not reimbursed with Highway Bridge Program funds.

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

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

1. General Requirements.

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

- c. 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 procedures in I.M. 4.130, 404 Permit Process; 4.140, Storm Water Permits; 4.150 Iowa DNR Floodplain Permits and Regulations; 4.190, Highway Improvements in the Vicinity of Airports or Heliports; and 4.160, Asbestos Inspection, Removal, and Notification Requirements.
- d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed \$100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

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, even though no Federal funds are used for right-of-way activities. If Federal-aid will not be used in the cost of acquiring right-of-way, acquisition activities may begin prior to FHWA Environmental Concurrence. However, such acquisitions cannot affect the National Environmental Policy Act (NEPA) decision making process.
- 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 and I.M. 3.680, Federal-aid Projects Involving Railroads.
- c. The RECIPIENT shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way 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 Utilities on 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.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the DEPARTMENT, 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 approval in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.
 - iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, and execute the contract documents in Doc Express.

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

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

9. Project Close-out.

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

County Engineer Employment Contract & Agreement

This Contract and Agreement is made and entered into this 1st day of April, 2024, by and between Appanoose County, Iowa (hereinafter referred to as Appanoose Board), and Bradley J. Skinner, PE & PLS (hereinafter referred to as the Engineer). This agreement shall be known as the Appanoose County Engineer Agreement. This agreement does not contemplate and shall not be construed to limit or expand the powers of the participants, except as expressly stated in the agreement.

WITNESSETH:

WHEREAS, the Appanoose Board desires and needs the services of a Licensed Professional Engineer in the State of Iowa to serve as County Engineer, in accordance with Iowa Code Section 309.17 through 309.21 (2021); and

WHEREAS, the Engineer is duly qualified, and able and willing to furnish said services to the Board,

NOW THEREFORE, in consideration of mutual covenants and agreements hereinafter contained, the parties hereto, for themselves and their assigns, have mutually agreed and do agree with each other as follows:

1. The Engineer shall be an "exempt" employee of Appanoose County, subject to the Appanoose County Employee Handbook except as provided for by Fair Labor Standards Act or expressly addressed herein.
2. That Appanoose County hereby employs the Engineer for the period beginning, July 1, 2024 through June 30, 2026.
3. The Board shall furnish the Engineer all equipment, material, staffing, and transportation they deem necessary for the efficient performance of the official duties as County Engineer. The Engineer shall keep himself advised as to the condition of the budget items of the Secondary Road Fund, and shall have control of all planning, engineering, construction, and maintenance work of the Secondary Road Department and all employees therein in order to accomplish his official duties.
4. It shall be the responsibility of the Engineer to hire employees to fill vacancies within the Secondary Roads department with the approval of the Board.
5. It shall be the responsibility of the Engineer to administer disciplinary action to the employees of the Secondary Roads Department as may be required from time to time, including employee terminations. All significant discipline and terminations shall be in done in consultation with the Board.
6. The Engineer shall be paid actual and necessary expenses while performing his duties outside of Appanoose County.
7. The Engineer, through the Auditor's filing of bonds for County officers, shall file a bond suitable to the Board in the amount of at least two thousand dollars (\$2,000), subject to any changes required in accordance with Iowa Code Section 309.18. All fees incurred by filing such bonds shall be paid by said County.

8. The Engineer shall maintain his current Iowa Professional Engineer License. Failure to do so shall be considered cause under Paragraph 17B herein. The Engineer shall also utilize his Professional Land Surveyor License when appropriate for the benefit of the County.
9. The Engineer shall devote his time and talent to the best of his ability, to the interest of Appanoose County, Iowa. The Engineer shall be indemnified and saved harmless by the County for any and all actions taken against said county, its Board or the Engineer, due to actions of the Engineer during the course of his official duties for said County. The County shall defend such actions arising from the county and pay all judgments rendered as in regard to the actions of the Engineer in that county. The Board may acquire insurance as deemed necessary to accomplish same. The Engineer shall not be indemnified and saved harmless by the county for actions which are beyond mere negligence. (reference Code of Iowa 670.8).
10. For and in consideration of the foregoing, Appanoose County shall pay the Engineer in equal bi-weekly installments through the regular county payroll
 - a. For the period of July 1, 2024 to June 30, 2025 an annual salary of \$135,225;
 - b. For the period of July 1, 2025 to June 30, 2026 an annual salary to be determined, but a percentage increase not less than the adjustment afforded the courthouse and non-union department employees.
11. The Engineer shall be entitled to accrued vacation leave at the rate of twenty (20) days per year, to be taken away from such employment per the Employee Handbook during which compensation shall be paid in full. The Engineer shall be granted insurance benefits, sick leave, paid holidays, access to a deferred compensation program, and other fringe benefits granted employees in Appanoose County in like and equal manner, in accordance with the Employee Handbook.
12. The Engineer shall be paid actual and necessary expenses while performing his duties outside of Appanoose County and the Engineer shall be allowed mileage at the rate set by the Board, for use of his personal vehicle, when the use of said vehicle is deemed necessary by the Engineer for the transaction of official business and approved by the Board Chair. The Engineer shall be using a vehicle provided by Appanoose County as the primary mode of transportation for all work-related purposes. In as much as the Engineer is "on-call" after hours, the Engineer is permitted to travel to and from his residence and store the vehicle at his residence during non-working hours.
13. The Engineer shall be granted time away from the County, with full pay and benefits, to attend Highway Conferences, Engineer's meetings and Technical Sessions and Short Courses, and to attend such meetings as are a requirement for his professional licenses, and that the expenses to be paid by the Boards to those meetings as Iowa Code allows; and, the Boards agree to the dues and fees to the following professional organizations in the name of the Engineer: the Iowa County Engineers Association, the National Association of County Engineers, the Iowa Engineering Society, the National Society of Professional Engineers, the American Society of Civil Engineers, the Society of Land Surveyors of Iowa. The Engineer shall be permitted to attend the annual conference of the National Association of County Engineers with the Board to pay the transportation and meeting expenses.

14. The Engineer shall participate in all union matters involving the Secondary Roads Department on behalf of the County, and to the best of his ability, see that the County complies with the terms of the contract and the laws governing collective bargaining.
15. The BOARD and ENGINEER agree that that a standard work day shall be comprised of the hours established for the maintenance or office employees. The ENGINEER shall be present at the beginning of the work day, and be available for staff throughout the day, subject to appropriate leave and work duties that require his time away from County facilities.
16. The BOARD and ENGINEER further agree that as an exempt employee, the ENGINEER shall be subject to Fair Labor Standards Act criteria, generally working the County schedule. While a forty-hour work week is not a standard requirement, it is a reasonable approximation of attendance. However, when job duties require of his time beyond said schedule, the ENGINEER may flex his schedule as desired without detriment to his County duties.
17. Either party to this Contract may terminate the same in the manner described as follows:
 - A. The Board may terminate this contract at any time, without cause, giving thirty (30) days notice in writing to the Engineer of such formal action taken on a majority vote of the Board. In such event, the Engineer, if requested by the Board, shall continue to render his services and be paid his regular compensation up to the date of termination. The Board under this section shall pay the Engineer at the time of termination a severance allowance equal in amount to two (2) months total base salary for liquidated damages, plus the accrued vacation time at the time of termination. By accepting the severance payment, the Engineer agrees to waive any prior, current, or future claims against the County.
 - B. Either party may terminate this Contract for cause. In such case, the terminating party shall set forth in written notice the specific facts upon which the cause for termination is based, together with the date of termination. No severance pay shall be paid hereunder for justified cause. The Engineer shall be paid for all accrued vacation earned at the time of termination.
 - C. The Engineer may terminate this contract at any time, without cause, by giving thirty (30) days notice in writing to the Board. In such event, the Engineer shall continue to render his services and shall be paid regular compensation up to the date of termination. No severance pay shall be paid hereunder.
18. This contract may be amended, revised, renewed or extended at any time only by written agreement of the Appanoose County Board and the Engineer.
19. This agreement shall supersede all conflicting sections of previous agreements and any such sections of such agreements presently existing shall become null and void unless otherwise referenced.

Approved by Board of Supervisors on April 1, 2024

Witness:

Chair, Board of Supervisors

Bradley J Skinner, PE & PLS

Attest: Kelly Howard, County Auditor