

OFFICE OF THE

Appanoose County Auditor

KELLY HOWARD

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

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khoward@appanoosecounty.net

Meeting Agenda
May 20, 2024

The Appanoose County Board of Supervisors will meet Monday, May 20, 2024 at 9:00 A.M. in the Boardroom of the Courthouse. Items on the agenda include:

1. Pledge
2. Declaration of items to be added to the agenda
3. Approve minutes of the May 6, 2024 meeting
4. Approve reports (5/10 payroll, 4/24 Prisoner Room & Board)
5. Approve bills
6. Approve Liquor License: Pale Moon (pending dram)
7. Approve Cigarette Permits: BK's Boathouse, Elliot's General Store, and Rathbun Marina
8. Kim Crawford: Circle of Freedom
9. Approve Resolution #2024-16: Setting Public Hearing for Vacation of portion of Lakeview Ridge Subdivison
10. Approve Solutions Contracts/Agreements
11. Approve State of Iowa Lease Agreement: Public Defender Office
12. 9:10 A.M. Public hearing: FY24 Budget Amendment #2
13. Approve Resolution 2024-17: FY24 Budget Amendment #2
14. Approve Resolution 2024-18: FY24 Budget Amendment #2 Appropriations
15. Discuss & Review EMS ballot language
16. County Engineer report
 - a. Approve Resolution #2024-15: Establishing Speed Limits (Hwy J3T & Hwy T61)
 - b. Resolution #2024-19: Set Public Hearing for Road Vacation, 482nd Street in Section 17, T69N, R17W
 - c. Resolution #2024-20: Set Public Hearing for Establishing a Level C Road 238th Street in Section 8, T69N, Range 17W
 - d. Discussion and approval of County Engineer FY 2025-2026 Employment Contract (Tabled from May 6, 2024)
17. Public Comments
18. Adjourn

Posted 5/15/24

May 6, 2024

Appanoose County Board of Supervisors met in regular session May 6, 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 15, 2024 meeting. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve 4/26 payroll DHS and VA 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.	144.73
Albia Motor	Vehicle Repair & Maintce	239.10
Albia Newspapers	Typing-Print.-Bind.Serv.	35.00
Alliant	Rent & Utility Payments	5302.23
Amazon	Food Preparation Service	316.13
Amer Home Fdg	Juvenile Detention & Shel	793.05
App Co Treas	Off. Supplies & Forms	76.19
Barco	Engineering Services	276.42
D Barnthouse	Building Repair & Maintce	200.00
Bob Barker	Jail Equip. & Furniture	277.36
BP Business Solns	Transportation	70.00
Bratz Oil	Mileage & Transp. Expense	1161.84
Brown's Shoe	Engineering Services	161.50
C-D Supply	Custodial Supplies	320.51
Calhoun Burns	Engineering Services	1795.28
Cantera Aggregates	Engineering Services	37386.97
Capital One	Food Preparation Service	265.04
Capital Sanitary Supply	Off. Supplies & Forms	824.14
CarQuest	Engineering Services	1751.97
Caudill Portable Welding	Engineering Services	428.45
Centerville Body Shop	Engineering Services	4976.17
Cville Iron	Engineering Services	29.64
Central IA Det	Juvenile Detention & Shel	545.75
Chariton Valley Elec	Engineering Services	40.59
Cville Wtrwks	Water & Sewer	7298.88
City of Plano	Maintenance Contract	180.45
City of Unionville	Maintenance Contract	133.52
S Cole	Dues & Memberships	285.00
Dannco	Contract Services	1485.41
Davison Fuels & Oil	Fuels	744.98
J De Vries	Legal & Ct-Related Serv.	558.00
Diagnostic Imaging	Medical & Health Services	37.00
EKOS	Engineering Services	3465.28
EveryStep	Homemaker-Home Health Aid	774.54
Fareway	Contract Services	69.58
Farmers Mutual	E911 Telephone Expense	405.00
First National Bank	Dues & Memberships	15.00
Fogle TV	Engineering Services	169.04
Forbes Office Solns	Off. Supplies & Forms	56.69
D Gee	Contract Services	400.58
GreatAmerica	Off. Equip Repair & Maint	432.34

PJ Greufe	Health Insurance	1500.00
Hardin Co Sheriff	Legal Serv. Dep-Subp-Tran	63.00
Jim Hawk Truck	Engineering Services	176.20
Hills San	Engineering Services	231.00
Holiday Inn	Educational & Train.Serv.	772.80
K Howington	Mileage & Transp. Expense	88.20
IDPS	Radio and related equipme	1782.00
Inland Truck Parts	Engineering Services	478.10
Iowa Bridge & Culvert	Bridge & Culvert Maint.	98048.09
ICRA	Educational & Train.Serv.	170.00
IA Media Network	Contract Services	465.14
Kimball	Engineering Services	1473.00
L&W Quarries	Engineering Services	185.10
R Lamb	Mileage & Transp. Expense	301.71
Legends	Engineering Services	59.99
Mail Serv	Contract Services	971.18
Mainstay Systems	Off. Equip Repair & Maint	3070.00
Mercy Med Ctr	Engineering Services	35.00
Mid Country Machinery	Engineering Services	1209.76
Midwest Alarm	Building Repair & Maintce	674.40
Midwest Wheel	Engineering Services	76.61
MMIT	Off. Supplies & Forms	141.72
Municipal Housing Agency	Rent & Utility Payments	279.00
Natel	Telephone & Telegr.Serv.	875.44
Nutrien	Engineering Services	4584.00
O'Reilly	Engineering Services	212.05
Petty C-Sheriff	Educational & Train.Serv.	171.99
R Pfannebecker	Educational & Train.Serv.	191.50
Pictometry	Appraisal & Consultant Se	26013.00
Pitney Bowes	Postage & Mailing	1500.00
Quick Shop	Transportation	179.98
Quill	Off. Supplies & Forms	173.63
Rainbo Oil	Engineering Services	2643.44
River Hills	Medical & Health Services	1362.00
G Roefer	Medical & Health Services	200.00
Seymour Tire	Engineering Services	45.00
M Sias	Salary-Regular Employees	1129.17
Simmons Bldg Materials	Off. Supplies & Forms	16.10
Sinclair NAPA	Engineering Services	2045.42
B Skinner	Educational & Train.Serv.	29.18
Smith Fertilizer	Utilities	403.74
SJ Smith Co Inc	Engineering Services	36.86
Solutions	Contract Services	70.16
Southtown Living	Rent & Utility Payments	800.00
D Sturms	Mileage & Transp. Expense	257.20
SurveySupply	Engineering Services	1446.88
Dr. Anthony Tatman	Educational & Train.Serv.	20.00
Thomas Funeral Home	Mileage & Transp. Expense	750.00
Transit Works	Engineering Supplies	2565.94
US Bank	Off. Supplies & Forms	2326.71
US Cellular	Off. Supplies & Forms	733.99
USPS	Postage & Mailing	200.00
Verizon	Engineering Supplies	200.04
Walker Welding	Engineering Services	2800.35
Wells Land & Cattle Co	Engineering Services	819.00
Wex Bank	Mileage & Transp. Expense	151.43
White Posts	E911 Addressing(signs)	350.00

potholes and road edges. The bridge decks were supposed to be poured last week but due to the rain it has been postponed. Demry stated she received a call from a lady thanking the department for the rock on her road.

Public Comments: Corestio requested the TIF policy be worded for both city and county. Demry stated this is a county only policy, we have no jurisdiction in the cities. Gary Criddlebaugh from the Pioneer Cemetery Commission spoke about a project in Bellair Township they plan on working on this fall.

McGill motioned to adjourn. Seconded by Kulmatycki. All voted aye.
The Board adjourned to meet the call of the Auditor at 9:45 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

Windstream	Off. Supplies & Forms	2195.79
Winger	Building Repair & Maintce	500.00
Zero9 Holsters	Law Enf. Equip & Weapons	43.45
5th Dist Aud Assn	Educational & Train.Serv.	100.00
Grand Total		244324.79

Kulmatycki motioned to approve the liquor license for Elliott's General Store, Mexican Affair and Valley View (pending dram). Seconded by McGill. All voted aye.

County Attorney Susan Cole spoke to the board about the State Medical Examiner's request for the county to bury a body found in a railcar 2019. After discussion, Kulmatycki motioned to deny accepting the body and to contact the Honduras Embassy. Seconded by McGill. All voted aye.

There was discussion on a new TIF policy. Bill Cortesio spoke about TIF and requested residential and urban renewal be added to the policy and application. McGill motioned to table approval of the policy and application in order to work on the policy more. Seconded by Kulmatycki. All voted aye.

McGill motioned to open the public hearing for ZOMA 0714-05 at 9:16 A.M. Seconded by Kulmatycki. All voted aye. Zoning Administrator Beth Burgin discussed ZOMA 0714-05. No other public comments. McGill motioned to close the public hearing for ZOMA 0714-05 at 9:17 A.M. Seconded by Kulmatycki. All voted aye. The County Auditor read ZOMA 0714-05. McGill motioned to approve the first reading of ZOMA 0714-05. Seconded by Kulmatycki. All voted aye. McGill motioned to waive the second and third readings of ZOMA 0714-05. Seconded by Kulmatycki. All voted aye.

McGill motioned to open the public hearing to approve campgrounds for (1) Jim Lindsey and Lisa Robb and (2) Carol and Larry Drake and Makaine Reinhart at 9:20 A.M. Seconded by Kulmatycki. All voted aye. Burgin spoke about the campground approval request. Jim Lindsey stated they would like to install campsites. The Zoning Board approved the requests. No other public comments. McGill motioned to close the public hearing at 9:21 A.M. Seconded by Kulmatycki. All voted aye. Kulmatycki motioned to approve the campgrounds for Jim Lindsey and Lisa Robb and Carol and Larry Drake and Makaine Reinhart. Seconded by McGill. All voted aye.

McGill motioned to approve the GIS data grant agreement for Kit Duarte. Seconded by Kulmatycki. All voted aye.

McGill motioned to set the public hearing for the FY24 Budget Amendment #2 for May 20, 2024 at 9:10 A.M. Seconded by Kulmatycki. All voted aye.

McGill motioned to accept Dennis Jackson's retirement notice effective April 25, 2024. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve the promotion of Martin Brown to Equipment Operator at a rate of \$26.21 effective May 1, 2024. Seconded by McGill. All voted aye.

Kulmatycki motioned to approve the hiring of Don Stevens as Seasonal Part-Time Park Technician at a rate of \$13.00 effective April 29, 2024. Seconded by McGill. All voted aye.

McGill motioned to award the contract for Project FM-C004(126)-55-04 to Cantera and authorize the County Engineer to sign contract documents. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the contract with Iowa DOT for Project L-TSF-C004(128)-74-04 (temporary traffic control signals). Seconded by Kulmatycki. All voted aye.

There was discussion regarding the engineer's contract. McGill motioned to table the approval of the contract until next board meeting. Seconded by Kulmatycki. All voted aye.

County Engineer, Brad Skinner, provided an update to the board. Two bridge approaches were flooded but no major damage. There were a couple pipe locations flooded with minor damage. Possible pipe replacement. Dust Control applications were due last week. Maintainers are working on

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 April, 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 \$786.29
29000-01000-4440-05-301	60% Transfer to Sheriff
	\$473.57

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

Signed: _____
Chairperson

AGIN009617 - M. ADRIANSE - \$162.69
AGIN009750 - F. BILLS - \$51.00
FECR005507 - C. LOGSTON - \$284.34
FECR005687 - W. BILLS - \$7.95
FECR005965 - J. HORN - \$42.50
FECR006140 - T. WOOD - \$8.31
FECR006269 - B. MADSEN - \$85.00
SMSM051455 - C. MAHS - \$85.00
SRIN009473 - L. SHILTZ - \$59.50



State of Iowa

Alcoholic Beverages Division

Pending DRAM
Insurance

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Hartland Enterprises LLC	Pale Moon	(641) 895-2127		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
19071 Sunshine Rd.		Centerville	Appanoose	52544
MAILING ADDRESS	CITY	STATE	ZIP	
19561 205th Ave.	Centerville	Iowa	52544	

Contact Person

NAME	PHONE	EMAIL
Josh Hart	(641) 895-2127	joshhart9481@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0042572	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

PRIVILEGES



ALCOHOLIC
BEVERAGES
DIVISION
State of Iowa

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
Josh Hart	Centerville	Iowa	52544	Owner	100.00	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

Additional instructions are on the final page.

For period (MM/DD/YYYY) 7 / 1 / 24 through 06/30/ 25

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

Business Information:

Legal name/Doing business as (DBA): BKs
Iowa sales and use tax account number: 1-04-007807
Retail address: 16999 Hwy 118 City: Moravia State: IA ZIP: 52571
Mailing address: 17587 Lakeshore Dr City: Moravia State: IA ZIP: 52571
Phone: 515-708-0176

Legal Ownership Information:

Type of ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP: BKs Boathouse Inc
Primary office address: 17587 Lakeshore Dr City: Moravia State: IA ZIP: 52571
Phone: 515-708-0176 Fax: Email: BK@BKsBoathouse.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐ Vending machine that assembles cigarettes ☐ Delivery sales of alternative nicotine/vapor products (see instructions) ☐
Mobile sales (see instructions) ☐ VIN: License plate number:

Types of Products Sold: (Check all that apply)
Cigarettes ☒ Tobacco ☐ Alternative nicotine products ☐ Vapor products ☐

Type of Establishment: (Select the options that best describe the establishment)

Alternative nicotine/vapor store ☐ Bar ☒ Convenience store/gas station ☐ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐
Other (provide description) ☐

Do you have other permits issued under Iowa Code chapter 453A? If yes, provide permit number(s):

NO

Include with this application a list of your suppliers and customers on a separate sheet.

Identify partners or corporate officers if the business is not a sole proprietorship.

Name: Bryan Kinner Title:
Address: 17587 Lakeshore Dr
City: Moravia State: IA ZIP: 52571
Name: Title:
Address:
City: State: ZIP:

Name: _____ Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

If this application is approved and a permit is granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products. I declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of Owner(s), Partner(s), or Corporate Official(s)Printed name: Bryan Kinneer

Printed name: _____

Signature: B. K.

Signature: _____

Date: 5-4-24

Date: _____

Printed name: [Signature]

Signature: _____

Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

Send completed/approved application to the Iowa Department of Revenue within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375



Department of Revenue

**Iowa Retail Permit Application
for Cigarette/Tobacco/Nicotine/Vapor**

tax.iowa.gov

Additional instructions are on the final page.For period (MM/DD/YYYY) 67 / 01 / 2024 through 06/30/ 2025

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

Business Information:Legal name/Doing business as (DBA): ELLIOTT'S GENERAL STORE INC.Iowa sales and use tax account number: 1-04-006899Retail address: 23820 Hwy 118 City: MORAVIA State: IA ZIP: 52571Mailing address: SAME City: _____ State: _____ ZIP: _____Phone: 641-724-3211**Legal Ownership Information:**Type of ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP: ELLIOTT'S GENERAL STORE INC.Primary office address: 23820 Hwy 118 City: MORAVIA State: IA ZIP: 52571Phone: 641-724-3211 Fax: 641-724-3211 Email: deilott303@AOL.COM**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐ Vending machine that assembles cigarettes ☒ Delivery sales of alternative nicotine/vapor products (see instructions) ☐
Mobile sales (see instructions) ☐ VIN: _____ License plate number: _____

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative nicotine products ☒ Vapor products ☐**Type of Establishment: (Select the options that best describe the establishment)**Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐
Other (provide description) ☐ _____

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s):

N/ADo you intend to make retail sales to ultimate consumers? Yes ☒ No ☐

Include with this application a list of your suppliers of cigarettes, tobacco, alternative nicotine and vapor products on a separate sheet.

Identify partners or corporate officers (up to three) if the business is not a sole proprietorship.Name: DAVID J. ELLIOTT Title: PresidentAddress: 16976 Hwy 129City: Centerville State: IA ZIP: 52544Name: PEGGY D. ELLIOTT Title: Officer

Address: 16176 Hwy J29
 City: Cedarville State: IA ZIP: 52544
 Name: _____ Title: _____
 Address: _____
 City: _____ State: _____ ZIP: _____

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

Signature of Authorized Party

I, the undersigned, declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete. I declare that I am authorized to act on behalf of the taxpayer, and will only act within my authority.

Printed Name/Title: DAVID J. ELLIOTT PRESIDENT
 Authorized Signature: [Signature]
 Date: 5-8-24 Email: dell.5+303@AOL.COM

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

Send completed/approved application to the Iowa Department of Revenue within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375



Department of Revenue

**Iowa Retail Permit Application
for Cigarette/Tobacco/Nicotine/Vapor**

tax.iowa.gov

Additional instructions are on the final page.For period (MM/DD/YYYY) 07 / 1 / 24 through 06/30/ 25

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

Business Information:Legal name/Doing business as (DBA): Your Boat Works LLC dba Rathbun Lake MarinaIowa sales and use tax account number: 1-04-007207Retail address: 21646 Marina PL City: Moravia State: IA ZIP: 52571Mailing address: 21646 Marina PL City: Moravia State: IA ZIP: 52571Phone: 641-724-3212**Legal Ownership Information:**Type of ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP: Your Boat Works LLCPrimary office address: 21646 Marina PL City: Moravia State: IA ZIP: 52571Phone: 641-724-3212 Fax: _____ Email: sheila@rathbunlake marina.com**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐ Vending machine that assembles cigarettes ☐ Delivery sales of alternative nicotine/vapor products (see instructions) ☐Mobile sales (see instructions) ☐ VIN: _____ License plate number: _____

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☐ Alternative nicotine products ☐ Vapor products ☐**Type of Establishment: (Select the options that best describe the establishment)**Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐Other (provide description) ☐ _____

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s):

N/ADo you intend to make retail sales to ultimate consumers? Yes ☐ No ☐

Include with this application a list of your suppliers of cigarettes, tobacco, alternative nicotine and vapor products on a separate sheet.

Identify partners or corporate officers (up to three) if the business is not a sole proprietorship.Name: Sheila Clemens Title: secretary/co-ownerAddress: 13541 Marlin PLCity: Moravia State: IA ZIP: 52571Name: Douglas Clemens Title: manager/co-owner

Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor, page 2

Address: 13541 Marlin PL
City: Moravia State: IA ZIP: 52571
Name: Brett Nuckolls Title: manager/co-owner
Address: 8301 NW Chevalia Drive
City: Grimes State: Iowa ZIP: 52571

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

Signature of Authorized Party

I, the undersigned, declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete. I declare that I am authorized to act on behalf of the taxpayer, and will only act within my authority.

Printed Name/Title: Sheila Clemens

Authorized Signature: Sheila Clemens

Date: 5-7-24 Email: sheila@rathbunlake marina.com

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

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

Send completed/approved application to the Iowa Department of Revenue within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

RESOLUTION NO. _____

**RESOLUTION SETTING PUBLIC HEARING REGARDING THE PETITION FOR THE
VACATION OF A PORTION OF THE PLAT FOR THE LAKEVIEW RIDGE SUBDIVISION**

WHEREAS, on December 18, 2017, the Appanoose County Board of Supervisors passed and approved the plat for the Lakeview Ridge Subdivision, an Addition to Appanoose County, Iowa recorded March 14, 2018 in Book 2018, Page 410 in the Office of the Appanoose County Recorder (the "Plat").

WHEREAS, pursuant to Iowa Code §354.22, Vice Construction LLC, an Iowa limited liability company, has submitted a petition to Appanoose County Board of Supervisors to vacate that portion of the Plat more particularly described on the attached Exhibit A (the "Property").

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

A public hearing regarding the Petition for the Vacation of a Portion of the Plat of the Lakeview Ridge Subdivision is hereby set for June 17, 2024 commencing at 9:15 A.M. in the chambers of the Appanoose County Board of Supervisors located at the Appanoose County Courthouse, 201 N. 12th St., Centerville, Iowa. Any person who wishes to provide comments or objections shall appear at the date and time of said hearing.

PASSED and ADOPTED this the _____ day of _____, 2024.

Chairperson, Appanoose County
Board of Supervisors

ATTEST:

Kelly Howard, County Auditor

Exhibit A
Legal Description of the Property

A parcel of land located in Section 3, Township 70 North, Range 19 West of the Fifth Principal Meridian, Appanoose County, Iowa more particularly described as follows:

Beginning at the Center of Section 3, Township 70 North, Range 19 West of the Fifth Principal Meridian, Appanoose County, Iowa and proceeding thence North 00°16'59" West along the West line of the Southwest Quarter of the Northeast Quarter, a distance of 768.98 feet, to a found iron pin;

thence North 86°42'26" East, a distance of 5.90 feet, to a found iron pin on the Westerly right-of-way line of Appanoose County Highway S70 as presently located;

thence Southeasterly along said Right-of-Way and along a 898.60 foot radius curve, concave Northeasterly, with a chord bearing of South 26°45'35" East and a chord length of 702.91 feet, a distance of 722.19 feet;

thence South 39°37'43" West along said Right-of-Way, a distance of 25.00 feet, to a found iron pin;

thence Southeasterly along said Right-of-Way and along a 923.60 foot radius curve, concave Northeasterly, with a chord bearing of South 55°35'02" East and a chord length of 169.74 feet, a distance of 169.98 feet, to a found iron pin;

thence South 29°34'34" West along said Right-of-Way, a distance of 25.86 feet, to a found iron pin on the South line of the Southwest Quarter of the Northeast Quarter of said Section 3;

thence South 89°28'01" West along said South line and along the North line of Outlot I of Lakeview Ridge Subdivision, a distance of 372.59 feet to a common corner therewith;

thence South 00°18'53" East along a Westerly line of said Outlot I, a distance of 18.89 feet, to a common corner therewith;

thence South 44°21'13" West along a Westerly line of said Outlot I, a distance of 45.18 feet, to a common corner therewith;

thence South 00°09'38" East along a West line of said Outlot I, a distance of 1265.84 feet, to the Southwest corner thereof and also on the South line of the Northwest Quarter of the Southeast Quarter of said Section 3;

thence South 89°33'46" West along the South line of the Northwest Quarter of the Southeast Quarter of said Section 3, a distance of 20.53 feet, to a found concrete monument at the Southwest corner thereof;

thence South 89°57'15" West along the South line of the Northeast Quarter of the Southwest Quarter of said Section 3, a distance of 660.44 feet, to a found concrete monument;

thence North 00°24'45" West, a distance of 658.20 feet, to a found concrete monument;

thence South 89°59'44" West, a distance of 329.66 feet, to a found concrete monument;

thence North $00^{\circ}23'34''$ West, a distance of 658.41 feet, to a found concrete monument on the North line of the Northeast Quarter of the Southwest Quarter of said Section 3;

thence North $89^{\circ}57'50''$ East along the North line of the Northeast Quarter of the Southwest Quarter of said Section 3, a distance of 990.49 feet, to the found concrete monument at the Point of Beginning, said Parcel containing 28.44 acres, more or less, subject to easements of record.

SOLUTIONS

A division of  **HARRIS**
LOCAL GOVERNMENT

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

Licensed Code Support Agreement

This Support Agreement ("this Agreement") is made and entered into this 1st day of July 2024 by and between "Solutions", Inc. (hereinafter "Vendor"), a (Software Developer and Licensor) with principal offices at 2311 West 18th Street Spencer Iowa 51301-2631, and Appanoose County, hereinafter "Customer"), a (Local Government and its Offices) with principal offices at: 201 N 12th Street Centerville, IA 52544

WHEREAS,

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

WHEREAS,

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

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

Section 1 - Definitions

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2 - Scope of Services

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

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

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

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

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



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

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

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

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

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

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

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

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

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

Section 3 - Fees and Charges

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

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

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



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

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

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

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

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

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

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

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

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

Section 4 - Proprietary Rights

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



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

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

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

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

Section 5 - Disclaimer of Warranty and Limitation of Liability

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

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

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

Section 6 - Termination

6.1 This Agreement may be terminated as follows:

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

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



6.2. Cancellation Under Multi-year Agreements

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

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

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

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

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

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

Section 7 - Hiring of Vendor's Personnel

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

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

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

Section 8 - Miscellaneous

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

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

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

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



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

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

(Customer) Appanoose County

By: _____

(Please type or print)

Signature: _____

Title: _____

Date: _____, 2024

Address: 201 N 12th Street

Centerville, IA 52544

Telephone Number _____

Attachments - Exhibit A pages 1 & 2

(Vendor) "Solutions", Inc.

By: Robert E Dugan

(Please type or print)

Signature: _____

Title: VP - Operations

Date: _____, 2024

Address: 2311 West 18th St.

Spencer, Iowa 51301-2631

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



Solutions Support Agreement - Exhibit A for Appanoose County

This year's Support Agreement reflects a 7 percent increase from last year.

SUPPORT FEES: A support fee of : \$42,797.51 shall be paid by the Customer to cover the the following licensed programs as indicated: The Agreement starts on 07/01/24 and ends on 06/30/25.

		Annual Fee
Group A.		
<u>Assessor Administration Applications</u>		
<u>1</u>	Base Real Estate / Grain / Partial Exemption / M & E	\$4,281.93
	Sales Ratio Integration into base Real Estate	\$0.00
<u>1</u>	Vanguard Integrated Work Module	\$1,763.15
	Schneider/Sidwell Transfer of CSR, Val. Acres	\$0.00
		\$6,045.07
<u>Auditor</u>		
<u>1</u>	Base Real Estate / Grain / Utility Tax / TIF support	\$4,281.93
	Transfer Book and Reports	\$0.00
<u>1</u>	Government General Ledger/Accounts Payable/Budgets and Accrual Reporting	\$4,533.80
<u>1</u>	Government Payroll System	\$3,715.20
<u>1</u>	Fixed Assets - Basic Inventory	\$503.76
	Drainage Accounting - Subsystem	\$0.00
	Drainage Real Estate - Subsystem	\$0.00
		\$13,034.69
<u>Engineer</u>		
<u>1</u>	D.O.T. Accounting & Payroll System w/ interface to Auditor	\$3,778.17
<u>1</u>	Equipment Costs & Records	\$755.63
	Parts & Materials Inventory	\$0.00
		\$4,533.80
<u>Recorder</u>		
<u>1</u>	Instrument Indexes	\$3,274.41
<u>1</u>	Accounts Receivable	\$755.63
	Vital Statistics	\$0.00
		\$4,030.05
<u>Treasurer</u>		
<u>1</u>	Tax Receipting, Specials, Payments, Apportionment, Daily Cash Out & TaxSale	\$6,132.08
<u>1</u>	Online Tax Payments - Loading, Receiving & Monitoring- Annual Fee	\$1,488.37
<u>1</u>	Miscellaneous Receipts / GL / Treasurer's Sub-ledger	\$2,518.78
	Drainage Tax Receipts-Subsystem	\$0.00
	Drainage Certificate Ledger-Subsystem	\$0.00
	Banking & Investments	\$0.00
<u>1</u>	Document Locator (Imaging) for DOT Library	\$755.63
		\$10,894.87
<u>Specialty Applications and/or Support</u>		
<u>1</u>	IBM I Server Management - for 8286-41A 78-0AA4X	\$2,747.76
	OnDemand Printer Output to Storage Definitions	\$0.00
<u>1</u>	Scanning Interface for Imaging for Document Locator for 1st User	\$755.63
<u>1</u>	Scanning Interface for Imaging for Document Locator for additional Users	\$755.63
	CSN Interface includes 1 license of Claims by Department	\$0.00
	Urban Revitalization, Annexation and Phase in	\$0.00
	Records Storage Management	\$0.00
	Third Party Transfer Book Interface	\$0.00
	Claims by department Interface for	\$0.00
		\$0.00
	Payroll by Department Interface for -	\$0.00
		\$0.00
		\$4,259.03
G	SUPPORT AGREEMENT TOTAL	\$42,797.51

Solutions Support Agreement - Exhibit A for Appanoose County

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

Federal and State Mandated Enhancements

Minor Enhancements

Major Enhancements as specified in the Agreement

Phone Support shall include and be limited to:

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

Phone Support through this Agreement does not cover:

- Questions on the use of the Operating System, Database or Utilities. This may be covered by a variety of other service Agreements. Examples would be IBM i OS V7R3, Examples would be IBM i OS V7R3, Windows Server 2019, 2022, Microsoft Windows SQL Server 2022, etc.
- Questions on Hardware This may be covered by a variety of other service Agreements.
- Fixing the Customer's data due to mistakes or incorrect usage of the program, requiring programming or other methods not covered.
- Phone Support shall not be construed to include training.
- All other duties performed over the phone shall incur our usual rates as specified in the Agreement

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

IBM i Server Management

System Administration, Troubleshooting & Support

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

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

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

Message identifiers in any message queue

System Administration support for Solutions Application installs & upgrade

Job restarts & Application procedures

Create & maintain file systems, directories, & log files

Support for data backups and assistance in creating backup schedules

Phone Support and Online Remote Assistance

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

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

IBM i Software Patch Management

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

IBM i Software Upgrades and Updates

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

Managing Users

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



Information Technology Services Agreement - Statement of Work

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

1. TERM

1.1 Service Commencement Date

The Services in this Statement of Work will commence 07/01/24 as agreed by both Parties

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

2. SCOPE OF SERVICES

2.1 Overview

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

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

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

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

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

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

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

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

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

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

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

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

Travel and Expenses - the Customer will be provided an estimate for travel based on location, the number of personnel traveling and time frame. The fee is based on current federal rate for mileage and round trip time to and from the customer's site. Current rate is \$112.00 an hour per person (except level IV) and is subject to change. Other costs such as hotel, per diem meals, parking/tolls will be included in the estimate to be paid by the Customer.

2.2. "Solutions" General Service Level Agreement

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

General Service Levels are described below:

2.2.1. Service Support

2.2.1.1. Business Hours

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

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

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

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

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

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

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

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

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

2.2.1.3. Holiday Schedule

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

2.2.1.4. How to Get Help (Contact Support)

For Solutions Application Support, System I / iSeries or Custom Programming call (712) 262-4520 or email dispatch@gmdsolutions.com

For Managed Services Clients - Call the 1-800 Support Number provided, call (712) 262-4520 or email dispatch@gmdsolutions.com or call the toll-free

For all other service and support inquiries - Call (712) 262-4520 or email dispatch@gmdsolutions.com.

2.2.2. Duties and Responsibilities Overview

"Solutions" Responsibilities

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

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

Customer Responsibilities:

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

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

2.2.3. Incidents, Problems and Service Requests

Ticket Creation

- The "Solutions" staff will be expected to create tickets that come in over the phone or email. Once the ticket is created it will be auto assigned based on pre-defined criteria or you can assign it to the appropriate group.

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

Ticket Prioritization and Service Plans

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

Solutions Service Plans

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

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

Priorities

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

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

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

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

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

2.2.4. Ticket Resolution (Closing a Ticket)

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

2.3. Customer Communication

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

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

2.4 Customer Escalation

The "Solutions" Help Desk is the single point of contact for initiating all Incidents and Service Requests, including any requests for ticket escalation. Please contact the "Solutions" Help Desk at 712-262-4520 or email dispatch@gmdsolutions.com.

2.5. Billable or Pre-Paid Hours service order Process

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

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

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

2.6 Dispute Resolution

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

2.7. Solutions SERVICE PLANS included with this Statement of Work

X	Silver Managed Services Agreement - Annual Fee of	\$17,513.76
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Standard Travel Rates Apply. Statement of Work is for Hourly Services only as needed.

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

Total Statement of Work \$17,513.76

3. INVOICING

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

SIGNATURES

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

Accepted by Customer: Appanoose County

signature

Name

Title

Date 2024

Accepted by Solutions, Inc.

Robert E. Dugan
signature
Robert Dugan

Name
VP Operations

Title

Date 5/2/2024 2024

Customer will maintain their network to Industry Best Practices and Minimums

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

Monitoring IP addresses

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

Managed Services Software

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

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

The Customer will upgrade all Hardware and Software to recommended levels

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

What cannot be Excluded from Managed Services?

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

What can be Excluded from Managed Services?

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

Break/Fix

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

Unsupported Hardware or Software

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

What is a New Installation or New Project

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

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

Managed Services Tickets (service orders):

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

Twenty-four by seven Monitoring and Alerting:

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

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

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

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

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

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

Patch Management:

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

Microsoft OS Patch Management - Proactively install and monitor the available OS Patches available from Microsoft. Please note this is for the current supported version of the Operating system and Server software. Examples are Windows 10, Windows 11, Windows Server 2016, Windows Server 2019, Windows Server 2022.

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

Security Services:

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

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

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

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

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

Backup Services:

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

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

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

Pre-Paid Hours

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

Assets and Executive Reports:

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

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

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

Silver

The Customer - Appanoose County, is contracting for a Silver Managed Services Agreement for an annual fee of \$17,513.76.

			Monthly rate	Monthly Extended
	Network Rate	1	\$251.45	\$251.45
	Personal Computers, Laptops and Workstations	30	\$28.89	\$866.70
All server instances, includes physical servers, virtual servers, Hyper-V, VMware and Linux KVM		6	\$50.29	\$301.74
Monitored Network Devices (i.e. Firewalls, Switches, Wireless Access Points, Network Management.		4	\$3.21	\$12.84
Specialized Storage Systems such as iSCSI systems, NAS and JBOD systems. This should not include devices on separate agreement - ie Datto (Contracted Backup and storage listed under Miscellaneous		0	\$11.77	\$0.00
Printer Management is not an option at this time. We are monitoring only. Minimum Charge		10	\$2.68	\$26.75
Miscellaneous Devices - Such as - IBM i, IBM i consoles, IMM, iLO, Onsite Manager, Other devices seen such as Watt Boxes, PDU Monitoring, , include Datto here ("Solutions" may monitor these for compliance and for risk aversion)		5	\$0.00	\$0.00
Excluded Devices	4	55	Devices	\$1,459.48

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

Auditor
Assessor
Supervisors
Recorder
Treasurer
Conservation
Engineer

Solutions SERVICE PLANS

7/1/2024

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

Purpose of this Section:

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

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

Prepaid Services can be used for 24/7 Support

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

Auditor
Assessor
Supervisors
Recorder
Treasurer
Conservation
Engineer

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

Solutions SERVICE PLANS - ColumbiaSoft - Document Locator

Purpose of this Statement of Work:

7/1/2024

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

Installed - Image Services - Help Desk Support for Covered Products

ColumbiaSoft - Document Locator: Named User NAL, Desktop Dedicated CAL, Desktop Concurrent SAL, WebTools Concurrent SAL, WebView Concurrent SAL, Scanning CAL, Kofax Connector, Black Ice TIFF Connector,

Black Ice - TIFF Viewer and Browser Plug-In (current version 11.48)

Kofax - Ascent Capture - various products

System Administration, Troubleshooting & Support

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

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

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

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

We will provide System Administration support

We will assist you with Job restarts & application procedures

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

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

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

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

Covered Products Updates, Upgrades and Software Patch Management

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

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

Managing Users

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

\$0.00

Accepted by Customer:

Appanoose County

signature

Name

Title

2024

Date

Accepted by Solutions, Inc.

Robert E. Dugan

signature

Robert Dugan

Name

VP Operations

Title

5/2/2024

2024

Date

STATE OF IOWA LEASE AGREEMENT

SECTION 1. PARTIES: THIS LEASE IS EXECUTED BY and between **Appanoose County Board of Supervisors** (Landlord), whose address for the purpose of this Lease is **201 North 12th Street, Centerville, Iowa 52544**, and the **Iowa Department of Administrative Services** on behalf of and for the benefit of the **Iowa Department of Inspections, Appeals & Licensing, Office of the State Public Defender** (Tenant), whose address for the purpose of this Lease is **109 SE 13th Street, Des Moines, Iowa 50319**.

SECTION 2. LEASED PREMISES:

2.1 Landlord leases to Tenant the following described property: Approximately, **100 Square Feet** (Rentable Area or Leasable Space) of office space located on the 3rd floor of the Appanoose County Courthouse at 201 North 12th Street, Centerville, Iowa 52544 (Leased Premises).

SECTION 3. TERM OF LEASE: It is understood and agreed that the Lease shall commence on July 1, 2024 and shall end June 30, 2027, both days inclusive.

3.1 Landlord grants Tenant the first right of offer to lease the Leased Premises should Landlord offer the Leased Premises for rent during the last year of the lease term. Tenant shall have sixty (60) days after receiving written notice of intent to lease the Leased Premises within which to exercise this right.

SECTION 4. USE OF LEASED PREMISES: It is understood and agreed that Tenant contemplates using the Leased Premises for the purposes of general office use.

SECTION 5. ASSIGNMENT AND SUBLETTING: Intentionally Omitted.

SECTION 6. RENTAL: Tenant agrees to pay to Landlord the following for the Leased Premises:

6.1 Rental Rate. For the lease term of July 1, 2024 through June 30, 2025, rent shall be payable on August 1, 2024 in the amount of \$120.00. For the term of July 1, 2025 through June 30, 2026, rent shall be payable on August 1, 2025 in the amount of \$120.00. For the term of July 1, 2026 through June 30, 2027, rent shall be payable on August 1, 2026 in the amount of \$120.00. If either party terminates this Lease prior to the end of a lease term, Landlord shall reimburse Tenant the unused prorated share of prepaid rent.

6.2 In the event this Lease does not commence on the first day of the month in which Tenant takes possession, the total rent payable shall be prorated from the date of possession to the end of the month in which Tenant takes possession.

6.3 DELINQUENT RENT. If Tenant fails to pay any amounts due under this Lease within sixty (60) days after the later of the date of receipt of the statement for such payment or the date of the satisfactory delivery, furnishing or performance of the services, supplies, materials or contract for which such payment is requested, then the unpaid amount shall bear interest as provided in Iowa Code section 8A.514, until paid; except if the warrant for such payment is not paid, in part or in full, due to lack of funds at the time of presentment, then interest shall be paid at the maximum rate established pursuant to Iowa Code section 74A.6, on the unpaid amounts until paid in full.

SECTION 7. COVENANT OF QUIET ENJOYMENT: So long as Tenant pays the rents reserved by this Lease and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the Leased Premises and have unobstructed access to said premises at all times, Saturdays, Sundays and holidays included.

SECTION 8. LANDLORD'S DUTY OF CARE AND MAINTENANCE:

8.1. Landlord shall be responsible for providing the following:

8.1.1. Maintenance of the roof, structural parts of the floor, walls, windows, all interior and exterior components of the building, including but not limited to ceiling tiles and carpeting, and improvements both structural or otherwise and keeping other structural parts of the building in good repair;

8.1.2 Maintenance of the structural and surface area of the sidewalks, any and all access drives and parking lot in good repair;

8.1.3 Necessary repairs to the sewer lines and fixtures, the plumbing equipment, lines and fixtures, gas lines and fixtures, including but not limited to fire sprinkler and fire control systems, the water pipes, the ballasts for fluorescent lighting and electrical wiring;

8.1.4 Air conditioning, heating equipment and ventilating lines and fixtures; and the maintenance thereof;

8.1.5 Elevator equipment and the maintenance thereof;

8.1.6 Thermostatic control for the Leased Premises will be provided for the heating, ventilation and air conditioning systems used to heat and cool the Leased Premises.

8.1.7 Repair or removal of major landscape elements.

8.2. All repairs or replacements shall be made in a manner to minimize the inconvenience to Tenant and in a manner which maintains any and all security of the Leased Premises.

SECTION 9. TENANT'S DUTY OF CARE AND MAINTENANCE:

9.1 Tenant will not permit or allow Leased Premises to be damaged or depreciated in value, except for ordinary wear and tear, by any act or negligence of Tenant, its agents or employees. Tenant shall make no structural alterations or improvements without first obtaining the written approval of Landlord of the plans and specifications therefore, which approval shall not be unreasonably withheld.

9.2 Tenant will make no unlawful use of said premises and agrees to comply with all valid laws and regulations of the Board of Health, applicable City Ordinances, and of the State of Iowa and the Federal Government. This provision shall not be construed as creating any duty by Tenant to members of the general public.

SECTION 10. LANDLORD OBLIGATIONS: Landlord shall furnish the following items at its sole cost and expense:

10.1 Electric

10.2 Gas

10.3 Water/Sewer

10.4 Janitorial services

10.5 Trash removal

10.6 Light bulbs

10.7 Snow and ice removal

10.8 Lawn care/Landscaping

10.9 Internet Access

10.10 Timely payment of all real estate taxes or special assessments levied or assessed by lawful authority against the Leased Premises.

SECTION 11. TENANT OBLIGATIONS: Tenant shall obtain the following items at its sole cost and expense:

11.1 There are no Tenant Obligations

SECTION 12. COMPLIANCE WITH APPLICABLE LAWS: Landlord is responsible for complying with all applicable provisions of the Americans With Disabilities Act of 1990 (42 U.S.C. 12101- 12213) and the Iowa Civil Rights Act (Chapter 216), as well as the regulations adopted thereunder, with respect to the Leased Premises. In the event that Tenant is fined for violations of said laws and regulations or a judgment is entered against Tenant for failing to make a reasonable accommodation for areas within the responsibility of Landlord, Landlord agrees to indemnify and hold harmless Tenant, including reasonable attorney fees and costs and expenses. In addition, Landlord shall comply with all valid laws and regulations of the Board of Health, applicable City Ordinances and of the State of Iowa and the Federal Government.

It is agreed and understood that the structural parts of the Leased Premises and the Leased Premises are the sole responsibility of Landlord and Landlord shall comply with all OSHA and IOSHA standards. In addition, Landlord understands and agrees to assume responsibility, under the terms of this Lease, to comply with all provisions of the Iowa State Building Code and the 2009 International Building Code. All physical modifications necessary to meet compliance will be made at the expense of Landlord. In the event Tenant is fined for violation of any said standards for areas within the responsibility of Landlord under the terms of this Lease, Landlord agrees to indemnify and hold harmless Tenant.

SECTION 13. INSURANCE:

13.1 Landlord shall insure its interest in the Leased Premises and any personal property of Landlord in the Leased Premises against fire and other hazards. Landlord shall also maintain general public liability insurance covering personal injury and property damage caused by acts or omission in the common areas of the Leased Premises including the parking lots.

13.2 Landlord releases Tenant and the State of Iowa from all liability for damage due to any act or neglect of Tenant or the State which results in damage to property owned by Landlord which damage is or might be incident to or the result of a fire or any other casualty for which Landlord is reimbursed by insurance. Landlord shall provide Tenant with a certificate of insurance from its applicable insurance carrier(s) which indicates that the carrier(s) consents to this provision and the resulting waiver of the carrier's right of subrogation against Tenant and the State of Iowa.

13.3 Except for any losses, costs, damages, expenses, claims, demands and causes of action arising out of Tenant's duties of care and maintenance of the Leased Premises or any negligence of Tenant, its employees or agents, Landlord shall at all times indemnify, defend and hold Tenant harmless against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or

corporations, arising from the conduct or management, or from any work or things whatsoever done in or about all portions of the Leased Premises and will further indemnify, defend and hold Tenant harmless against and from any and all claims arising during the Lease term from any condition of the Leased Premises, including, but not limited to any parking lots, street, curb or sidewalk which is a part of or adjoining the Leased Premises and/or any Common Area, or arising from any breach or default on the part of Landlord in the performance of any covenant or agreement on the part of Landlord to be performed, pursuant to the terms of this Lease or arising from any act of negligence of Landlord, its agents, servants, employees or licensees and from and against all costs, attorney's fees, expenses and liabilities incurred in or about such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against Tenant by reason of any of these claims, Landlord, upon notice from Tenant, covenants to defend such action or proceeding by counsel reasonably satisfactory to Tenant.

13.4 Both parties recognize that the State of Iowa is self-insured and subject to the provisions of Iowa Code Chapter 669 and Article VII, Section 1 of the Constitution of The State of Iowa.

SECTION 14. LANDLORD'S RIGHT OF ACCESS: Landlord, accompanied by an authorized representative of Tenant, may enter the Leased Premises at any reasonable time for the purpose of inspecting the Leased Premises or for the servicing of any utilities. Landlord shall be responsible for and shall indemnify Tenant against any loss of or injury or damage to any of Tenant's improvements, or other personal property located on the Leased Premises arising out of any act, omission or negligence of Landlord, its employees, agents, invitees, or contractors in making any inspections of or repairs, additions or alterations to the Leased Premises.

14.1. Confidentiality: Landlord acknowledges and understands that Tenant maintains confidential information at the Leased Premises. Landlord further acknowledges and understands that state and federal laws may impose civil and criminal penalties for the disclosure and redissemination of confidential information. Landlord's employees and contractors may come across this confidential information when performing their responsibilities under this Agreement. Landlord must take reasonable steps to make sure that its employees and any contractors do not copy, remove, disclose, or redisseminate confidential information maintained by Tenant. Landlord also agrees that any violation of this confidentiality provision may result in Tenant terminating this Agreement for cause. Lastly, Landlord agrees to indemnify the Tenant for any violations of this provision as required by this Agreement.

SECTION 15. SIGNS: Tenant shall have the right and privilege of attaching, affixing, painting, or exhibiting signs on the Leased Premises, provided only:

15.1 That any and all signs shall comply with the ordinances of the city or municipality in which the property is located and the laws of the State of Iowa;

15.2 Such signs shall not change the structure of the Leased Premises;

15.3 Such signs, if and when taken down, shall not damage the Leased Premises; and

15.4 Such signs shall be subject to the written approval of Landlord, which approval shall not be unreasonably withheld.

SECTION 16. POSSESSION: Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the date on which this Lease terminates, except as herein otherwise expressly provided.

16.1 The term of this Lease shall commence on the first day that Tenant is entitled to possession of the Leased Premises, or on the 1st day of July, 2024, whichever date is later. It is understood that the agreed time for the commencement of this Lease is an important prerequisite to the execution of this Lease. If commencement of the Lease term does not begin within the time specified in this Lease, the delay will disrupt the delivery of services by Tenant to the public.

16.2 Surrender of Leased Premises at End of the Term. Tenant agrees that upon the termination of the Lease, it will surrender, yield up and deliver the Leased Premises in good and clean condition, except for the ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant. Landlord and Tenant may conduct a walk-through of the Leased Premises prior to the lease expiration to review the condition of the Leased Premises. Tenant may at the expiration of the term of the Lease, or renewal or renewals thereof, remove any Tenant fixtures or equipment. Tenant shall be responsible for repairing any damages caused by said removal.

SECTION 17. TENANT IMPROVEMENTS: Landlord shall improve the Leased Premises as follows:

17.1 There are no tenant improvements.

SECTION 18. PARKING: Landlord shall provide and maintain for Tenant one (1) unassigned parking space at no additional costs for the sole exclusive use of Tenant.

SECTION 19. DAMAGE TO LEASED PREMISES:

In the event of partial or total destruction of or damage to the Leased Premises, which damage can be reasonably repaired, as determined by Landlord, within sixty (60) days of its occurrence, this Lease shall not terminate, but rent shall be apportioned in amounts equal to the percentage of the Leased Premises that is unusable during construction. The determination regarding the usable portion of the Leased Premises shall be within the sole discretion of Tenant. If the Leased Premises cannot be repaired within sixty (60) days, Tenant may terminate this Lease by providing Landlord with written notice of termination within fifteen (15) days after Landlord determines that the damage to the Leased Premises cannot be repaired within said sixty (60) day time period.

SECTION 20. EMINENT DOMAIN:

20.1 In the event all or any portion of the Leased Premises is taken under eminent domain proceedings or purchased in lieu of condemnation, the Tenant may terminate this Lease as of the date of possession by the condemning authority. The Tenant shall provide the Landlord with written notice of termination.

20.2 Landlord and Tenant shall each be entitled to a share of the compensation awarded or the purchase price received in lieu of condemnation which reflects their proportionate interests in the property. Tenant's share shall include, without limitation, compensation for loss of and diminution in the value of its leasehold and depreciation to and cost of removal of improvements and fixtures paid for by the Tenant. Tenant's share shall also include all costs incurred in the relocation of Tenant to a new location.

SECTION 21. TERMINATION OF LEASE:

21.1 For Cause by Tenant. In the event Landlord fails to observe and perform any covenant, condition or obligation created by this Lease, Tenant shall provide written notice to Landlord requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced thirty (30) days beyond the date of the written notice, Tenant may either:

21.1.1 Immediately terminate the Lease without additional written notice; or,

21.1.2 Enforce the terms and conditions of the Lease and seek any legal or equitable remedies.

In either event, Tenant may seek damages and payment of reasonable attorney fees and costs as a result of the breach or failure to comply with the terms of the Lease.

21.2 For Cause by Landlord. In the event Tenant fails to observe and perform any covenant, condition or obligation created by this Lease, Landlord shall provide written notice to Tenant requesting

that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced thirty (30) days beyond the date of the written notice, Landlord may either:

21.2.1 Immediately cancel or forfeit this Lease without additional written notice; or,

21.2.2 Enforce the terms and conditions of the Lease and seek any legal or equitable remedies.

In either event, Landlord may seek damages and payment of reasonable attorney fees and costs as a result of the breach or failure to comply with the terms of the Lease.

21.3 Termination Due to Lack of Funds or Change in Law. Notwithstanding any other provision of this Agreement to the contrary and subject to the limitations, conditions and procedures set forth below, Tenant may terminate this Agreement without penalty by giving sixty (60) days written notice to Landlord in the event of any of the following contingencies:

21.3.1. If there is a reduction, at any time, of 10% or more of the funds anticipated for the continued fulfillment of this Lease either through the failure of the General Assembly, the Governor, the United States Congress or the President to appropriate funds; or,

21.3.2. If there is a discontinuance or material alteration of the program for which funds were provided.

In the event that an appropriation to cover the cost of this Agreement becomes available within sixty (60) days subsequent to termination under this clause, the Tenant agrees to re-enter an Agreement with the terminated Landlord under the same provisions, terms and conditions as the original lease.

21.4 Remedy for Non-Appropriation Termination. In the event of termination of the Agreement due to non-appropriation, the exclusive, sole and complete remedy of the Landlord shall be to recover and possess the property subject to this Agreement. In the event of termination of this lease due to non-appropriation, Tenant shall have no further liability.

21.5 Termination for Convenience. Notwithstanding any other provision of this Agreement to the contrary, either party may terminate this Lease without penalty by giving sixty (60) days written notice to the other party.

SECTION 22. HAZARDOUS WASTE:

22.1 Definitions. For the purposes of interpreting this Lease, the following definitions are applicable unless context requires a different meaning:

22.1.1 Environmental Law shall mean any federal, state or local law, ordinance or other statute of a governmental or quasi-governmental authority relating to pollution or protection of the environment.

22.1.2 Hazardous Substances shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any Environmental Law.

22.2 Tenant's Duties. Tenant hereby agrees that:

22.2.1 Limitation of Activity. No activity will be conducted on the Leased Premises that will produce or make use of any Hazardous Substance, except for such activities that are part of the ordinary course of Tenant's business activities (Permitted Activities) provided said Permitted Activities are conducted in accordance with all Environmental Laws. Tenant shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency.

22.2.2 Limitation of Storage. The Leased Premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Tenant's business (Permitted Materials) provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws. Tenant shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency.

22.2.3 No portion of the Leased Premises will be used as a landfill or a dump.

22.2.4 Tenant will not permit any Hazardous Substances to be brought onto the Leased Premises, except for the Permitted Materials, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws.

22.3 Inspections by Landlord. Landlord or Landlord's representative, accompanied by the Tenant or its representative, shall have the right but not the obligation to enter the Leased Premises for the purpose of inspecting the storage, use and disposal of Permitted Materials to ensure compliance with all Environmental Laws. Should it be determined, in Landlord's sole opinion, that said Permitted Materials are being improperly stored, used, or disposed of, then Tenant shall immediately take such corrective action as requested by Landlord. Should Tenant fail to take such corrective action within 24 hours, Landlord shall have the right to perform such work and Tenant shall promptly reimburse Landlord for any and all costs associated with said work.

22.4 Clean-up Costs. If at any time during or after the term of the Lease Term, the Leased Premises are found to be so contaminated or subject to said conditions, due to contamination caused by Tenant, Tenant shall diligently institute proper and thorough cleanup procedures at Tenant's sole cost.

22.5 Notification Regarding Environmental Law Issues. During the Lease Term, each party hereto shall promptly provide the other party with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, complaints, investigations, judgments, letters, notice of environmental liens, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, Occupational Safety and Health Administration, The State of Iowa Environmental Protection Agency or other federal, state or local agency or authority, or any other entity or individual, concerning:

22.5.1 Any Hazardous Substance on the Leased Premises;

22.5.2 The imposition of any lien on the Leased Premises; or

22.5.3 Any alleged violation of or responsibility under any Environmental Law.

22.6 Limitation of Liability. Nothing herein contained shall obligate Tenant to pay for any charges, taxes, assessments, penalties, fines, clean up, or any charge or cost incident to Hazardous Substances or clean up thereof, unless caused or created by Tenant; and should Hazardous Substances or products be found, on or under the Leased Premises, Landlord shall pay all charges, taxes, assessments, penalties, fines, or any charge or cost incident to the Hazardous Substances, holding Tenant harmless from and against the same and Landlord does hereby agree to indemnify Tenant from and against any and all liability of any kind or type, arising therefrom. Provided however, nothing contained herein shall be construed to create any duty on the part of the Landlord to the general public, any governmental or other regulatory authority, or other parties without privity of contract with respect to this Lease.

SECTION 23. MISCELLANEOUS:

23.1 Amendments. This Lease may be amended in writing from time to time by mutual consent of the parties. All amendments to this Lease must be fully executed by both parties.

23.2 Third Party Beneficiaries. There are no third party beneficiaries to this Lease. This Lease is intended only to benefit Tenant and Landlord.

23.3 Choice of Law and Forum. The terms and provisions of this Lease shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this Lease shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in the Polk County District Court, the action shall

only be brought in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that forum.

23.4 Assignment and Delegation. This Lease may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.

23.5 Integration. This Lease represents the entire Lease between the parties and neither party is relying on any representation which may have been made which is not included in this Lease.

23.6 Headings or Captions. The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.

23.7 Not a Joint Venture. Nothing in this Lease shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent/principal relationship) between the parties hereto.

23.8 Obligations Beyond Agreement Term. This Lease shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Lease. All obligations of Tenant and Landlord incurred or existing under this Lease as of the date of expiration, termination or cancellation will survive the termination or conclusion of this Lease.

23.9 Use of Third Parties. Tenant acknowledges that Landlord may contract with third parties for the performance of any of Landlord's obligations under this Lease provided that Landlord remains responsible for such performance. Upon request by Tenant, Landlord shall periodically provide a list of all third party providers it uses for the substantial performance of any of Landlord's obligations under this Lease.

23.10 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of Tenant and Landlord, failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Lease shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

23.11 Approvals. Whenever under this Lease, provision is made for either party to obtain the written consent or approval of the other party, such response shall not be unreasonably withheld or delayed.

23.12 Severability. If any provision of this Lease is held to be invalid or unenforceable the remainder shall be valid and enforceable.

23.13 Notices. Notices under this Lease shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice under this

Lease shall be the date of delivery of such notice with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS:

If to Landlord: Appanoose County Board of Supervisors

Attn. Kelly Howard

201 North 12th Street

Centerville, Iowa 52544

If to Tenant: Iowa Department of Administrative Services

Space Management and Leasing Division

109 SE 13th Street

Des Moines, Iowa 50319

If to Tenant: Iowa Department of Inspections, Appeals & Licensing

Office of the State Public Defender of Iowa

6200 Park Avenue

Des Moines, Iowa 50321

Any notice or communication sent by U.S. Mail under this Agreement shall be deemed given upon receipt as evidenced by the U.S. Postal Service return receipt card, or if sent by overnight delivery service, upon receipt as evidenced by the signature attained by the carrier.

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

23.15 Time is of the Essence. Time is of the essence with respect to the performance of all terms, conditions and covenants of this Lease.

SECTION 24. EXHIBITS:

24.1 There are no exhibits.

SECTION 25. DOCUMENT EXECUTION:

This Lease may be executed in multiple originals, which, when taken together form a complete Lease, and each party to the Lease shall possess one of the fully executed Leases.

SECTION 26. SIGNATURES:

LANDLORD:

Winneshiek County Board of Supervisors

By: _____

Date: _____

Printed name: _____

Title: Chairperson

ATTEST:

By: _____

Date: _____

Printed Name: Kelly Howard

Title: Auditor _____

TENANT:

**State of Iowa – Iowa Department of Administrative Services on behalf of and for the benefit of
Iowa Department of Inspections, Appeals & Licensing, Office of the State Public Defender**

By: _____

Date: _____

Printed name: Charlee Cross

Title: COO, General Services Enterprise

Approved as to content and form:

Iowa Department of Inspections, Appeals & Licensing, Office of the State Public Defender

By: _____

Date: _____

Printed name: _____

Title: _____

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

APPANOOSE COUNTY

Fiscal Year July 1, 2023 - June 30, 2024

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

Meeting Date/Time: 5/20/2024 09:10 AM

Contact: Kelly Howard

Phone: (641) 856-6191

Meeting Location: Boardroom, Courthouse 1st Floor, 201 N 12th Street, Centerville, IA 52544

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

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	4,811,279	0	4,811,279
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Less: Credits to Taxpayers	3	196,466	0	196,466
Net Current Property Tax	4	4,614,813	0	4,614,813
Delinquent Property Tax Revenue	5	0	0	0
Penalties, Interest & Costs on Taxes	6	12,000	0	12,000
Other County Taxes/TIF Tax Revenues	7	1,522,339	0	1,522,339
Intergovernmental	8	5,719,431	2,196	5,721,627
Licenses & Permits	9	4,150	0	4,150
Charges for Service	10	340,750	0	340,750
Use of Money & Property	11	100,515	0	100,515
Miscellaneous	12	126,282	857	127,139
Subtotal Revenue	13	12,440,280	3,053	12,443,333
Other Financing Sources:				
General Long-Term Debt Proceeds	14	100,830	0	100,830
Operating Transfers In	15	926,548	75,805	1,002,353
Proceeds of Fixed Asset Sales	16	0	0	0
Total Revenues & Other Sources	17	13,467,658	78,858	13,546,516
EXPENDITURES & OTHER FINANCING USES				
Operating:				
Public Safety and Legal Services	18	3,533,212	0	3,533,212
Physical Health and Social Services	19	648,735	0	648,735
Mental Health, ID & DD	20	0	0	0
County Environment & Education	21	1,728,144	4,860	1,733,004
Roads & Transportation	22	4,817,006	0	4,817,006
Government Services to Residents	23	663,452	857	664,309
Administration	24	1,620,702	2,196	1,622,898
Nonprogram Current	25	0	0	0
Debt Service	26	652,030	0	652,030
Capital Projects	27	1,847,526	0	1,847,526
Subtotal Expenditures	28	15,510,807	7,913	15,518,720
Other Financing Uses:				
Operating Transfers Out	29	926,548	7,860	934,408
Refunded Debt/Payments to Escrow	30	0	0	0
Total Expenditures & Other Uses	31	16,437,355	15,773	16,453,128
Excess of Revenues & Other Sources over (under) Expenditures & Other Uses	32	-2,969,697	63,085	-2,906,612
Beginning Fund Balance - July 1, 2023	33	8,751,190	0	8,751,190
Increase (Decrease) in Reserves (GAAP Budgeting)	34	0	0	0
Fund Balance - Nonspendable	35	0	0	0
Fund Balance - Restricted	36	2,956,394	-1,860	2,954,534
Fund Balance - Committed	37	1,157,301	67,945	1,225,246
Fund Balance - Assigned	38	0	0	0
Fund Balance - Unassigned	39	1,667,798	-3,000	1,664,798
Total Ending Fund Balance - June 30, 2024	40	5,781,493	63,085	5,844,578

Explanation of Changes: Increase revenue and expense equally for Prisoner Room & Board, copier lease, health insurance premium and deposit error found in FY23 audit. Using fund balance for rock in Conservation.

FY23/24 BUDGET AMENDMENT
5/20/2024

Sheriff – Fund 01, 29

\$3,000: Adding revenue and expense for increased Prisoner Room & Board.

Recorder – Fund 01

\$857: Adding revenue and expense for M&M Sales lease refund.

Conservation – Fund 01, 15

\$4,860: Adding fund balance transfer from grant check put into Reserve Fund to G.B.

Administration – Fund 06, 28, 30

\$2,196: Adding additional revenue and expense for family insurance.

\$67,945: Adding fund balance transfer from E911 to LOSST due to deposit error per audit.

\$50,000: Adding additional expense from fund balance for E911 budget amendment (3/11/24).

Total Revenue \$78,858

29000-10000-9000-05-301	\$ 3,000
01000-08000-8490-07	\$ 857
01000-10300-9040-22	\$ 4,860
06000-09040-2545-60	\$ 2,196
21010-10300-9090-99	\$67,945

Total Expense \$133,718

01000-10300-829-05-301	\$ 3,000
01000-08110-444-07	\$ 857
15000-10300-816-22	\$ 4,860
01000-06110-292-22	\$ 4,860
06000-09040-113-60	\$ 2,196
61000-10300-813-57	\$67,945
61000-01230-644-57	\$50,000

RESOLUTION NO 2024-18

APPROPRIATIONS AMENDMENT

WHEREAS, Resolution No 2023-32 dated June 19, 2023 set appropriations by department for Fiscal Year 2024, and

WHEREAS, the FY24 Budget was amended on February 20, 2024 with the following appropriations by department:

<u>Dept# & Name</u>	<u>Amount</u>	<u>Dept# & Name</u>	<u>Amount</u>
05-Sheriff	\$3,500	21-Veteran Affairs	\$1,350
22-Conservation	\$34,292	23-Public Health	\$12,500
25-General Relief	\$10,000	36-Ambulance	\$956
51-Courthouse	\$101,085	61-Juvenile	\$10,000
99-Nondept	\$215,287		

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Appanoose County, Iowa to amend department appropriations by the following amounts:

<u>Dept# & Name</u>	<u>Amount</u>	<u>Dept# & Name</u>	<u>Amount</u>
05-Sheriff	\$3,000	07-Recorder	\$857
22-Conservation	\$9,720	60-Mental Health	\$2,196
57-E911	\$117,945		

The above and foregoing resolution was adopted by the Board of Supervisors of Appanoose County, Iowa on May 15, 2024, the vote thereon being as follows:

AYES:

NAYS:

Chairperson, Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

Kelly Howard

From: Jessi Nicoletto <jessinicoletto@gmail.com>
Sent: Monday, May 13, 2024 11:47 AM
To: Kelly Howard; Linda Demry; Mark McGill; Jeff Kulmatycki
Subject: Ballet Verbiage

Good morning,
Here is the ballot verbiage selected by the EMS council. Please add it to the agenda for the next meeting.
Thanks!

Shall the Appanoose County Board of Supervisors be authorized to continue a 1% Income Surtax and implement a property tax levy for a period not to exceed 15 years, for funding for Emergency Medical Services? The amount cannot exceed \$0.75 per \$1,000 of assessed value on all taxable property within the county. This will enhance and strengthen our essential community ambulance and volunteer emergency services through the provision of professional emergency medical service personnel, reduction of response times, and improvement of patient care outcomes.

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
- 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 feet south - 30mph
From the point approximately 850 feet south of Hwy J3T to the South City Limits of Unionville - 45mph

Resolution adopted this 20th day of May, 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

#2024-19 RESOLUTION FOR ROAD VACATION PUBLIC HEARING
Appanoose County

WHEREAS, a request has been made with the Appanoose County Board of Supervisors asking that action be taken to vacate and close a section of Appanoose County Secondary Road, described as follows:

That portion of 482nd Street on either side of the removed Chariton River bridge, commencing approximately 70 feet west of the northeast corner of the northwest quarter of the northeast quarter of section 17 Township 69N Range 17W to the centerline of 482nd Street, thence southwesterly approximately 1,510 feet along the centerline of the road to a point lying 15 rods east of the west line of the northwest quarter of the northeast quarter of said section with Right-of-Way easement for all that part north of the river being 50 feet wide and all that part south of the river being 40 feet wide.

NOW THEREFORE BE IT RESOLVED that a hearing on the proposed vacation will be held in the Board Room, Appanoose County Courthouse, 201 N 12th, Centerville IA 52544 at _____ on Monday June 17th in accordance with Iowa Code Chapter 306.

Linda Demry, Chair
Appanoose County Board of Supervisors

Date

ATTEST: Kelly Howard
Appanoose County Auditor

Date

NOTICE OF PUBLIC HEARING TO VACATE ROAD

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

That portion of 482nd Street on either side of the removed Chariton River bridge, commencing approximately 70 feet west of the northeast corner of the northwest quarter of the northeast quarter of section 17 Township 69N Range 17W to the centerline of 482nd Street, thence southwesterly approximately 1,510 feet along the centerline of the road to a point lying 15 rods east of the west line of the northwest quarter of the northeast quarter of said section with Right-of-Way easement for all that part north of the river being 50 feet wide and all that part south of the river being 40 feet wide.

A HEARING WILL BE HELD BY THE APPANOOSE COUNTY Board of Supervisors, Appanoose County Courthouse, 201 N 12th, Centerville IA 52544 at _____ AM on Monday June 17th, 2024 in accordance with Iowa Code Chapter 306. Any person owning land abutting the road proposed to be vacated and closed shall have the right to file, in writing, a claim for damages at the time on or before the date and time of the hearing.

Kelly Howard
Appanoose County Auditor

**#2024-20 RESOLUTION TO ESTABLISH AN AREA SERVICE “C” ROAD PUBLIC
HEARING**

Appanoose County

WHEREAS, as a request has been made with the Appanoose County Board of Supervisors, asking that action be taken to establish an Area Service “C” Road on the following described county road:

That portion of 238th Avenue; beginning 33 feet south of the north quarter corner of the southeast quarter of Section 8 Township 69 Range 17, also known as the intersection of 475th Street, to a point approximately 70 feet west of the southwest corner of the southeast quarter of the southeast quarter of said section also known as the end of road according to Road Vacation Resolution #2024-____. The County will only maintain and replace, when necessary, the specific structure of a twin 8'x8' concrete box approximately 500 feet south of the intersection of 475th Street.

NOW THEREFORE BE IT RESOLVED that a hearing on the proposed establishment will be held in the Board Room, Appanoose County Courthouse, 201 N 12th, Centerville IA 52544 at ____ AM on Monday June 17th, 2024 in accordance with Iowa Code Chapter 306 and 309.57. Any person owning land abutting the road proposed to be established shall have the right to file, in writing, a claim for damages at the time on or before the date and time of the hearing.

Linda Demry, Chair
Appanoose County Board of Supervisors

Date

ATTEST: Kelly Howard
Appanoose County Auditor

Date

NOTICE OF PUBLIC HEARING TO ESTABLISH AN AREA SERVICE "C" ROAD

The Appanoose County Board of Supervisors, acting under the authority of Iowa Code Chapter 306 and 309.57, propose to take action to establish an Area Service "C" Road on the following described county road:

That portion of 238th Avenue, beginning 33 feet south of the north quarter corner of the southeast quarter of Section 8 Township 69 Range 17, also known as the intersection of 475th Street, to a point approximately 70 feet west of the southwest corner of the southeast quarter of the southeast quarter of said section also known as the end of road according to Road Vacation Resolution #2024-____. The County will only maintain and replace, when necessary, the specific structure of a twin 8'x8' concrete box approximately 500 feet south of the intersection of 475th Street.

A HEARING WILL BE HELD BY THE APPANOOSE COUNTY Board of Supervisors, Appanoose County Courthouse, 201 N 12th, Centerville IA 52544 at ____ AM on Monday June 17th, 2024 in accordance with Iowa Code Chapter 306 and 309.57. Any person owning land abutting on the road proposed to be established shall have the right to file, in writing, a claim for damages at any time on or before the date and time fixed for the hearing.

Kelly Howard
Appanoose County Auditor

County Engineer Employment Contract & Agreement

This Contract and Agreement is made and entered into this 6th day of May, 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 May 6, 2024

Witness:

Chair, Board of Supervisors

Bradley J Skinner, PE & PLS

Attest: Kelly Howard, County Auditor