

OFFICE OF THE

Appanoose County Auditor

KELLY HOWARD

COURTHOUSE
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Meeting Agenda
June 3, 2024

The Appanoose County Board of Supervisors will meet Monday, June 3, 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 20, 2024 meeting
4. Approve reports (5/24 payroll)
5. Approve bills & Handwritten (UMB Bank Warrant #60234 \$95,115)
6. Approve Cigarette Permits: Brownies LLC
7. Bill Cortesio: TIF process update
8. Discuss/Approve Iowa Tuckpointing LLC quote
9. Approve Employee Handbook update
10. Approve hiring Secondary Roads Laborer: Tyler Bradley
11. County Engineer report
 - a. Discussion and approval of FY 2025 County Engineer Employment Contract
 - b. Discussion and approval of FY 2025 Appanoose-Wapello County Engineer Agreement
 - c. 28E Agreement for sharing of Portable Traffic Signals with Davis and Wayne Counties
12. Public Comments
13. Adjourn

Posted 5/30/24

May 20, 2024

Appanoose County Board of Supervisors met in regular session May 20, 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 May 6, 2024 meeting. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve 5/10 payroll 4/24 Prisoner Room & Board. Seconded by Kulmatycki. All voted aye.

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

Agriland FS	Engineering Services	15774.74
Albia Newspapers	Typing-Print.-Bind.Serv.	782.96
Alliant	Gas & Heat	2587.61
Amazon	Law Enf. Equip & Weapons	579.49
Amer Home Fdg	Community Support Program	1052.45
Sec Rds	Mileage & Transp. Expense	2872.38
App Co Treas	Off. Supplies & Forms	234.31
Bailey Off	Off. Supplies & Forms	105.93
Baker's	Equipment Repair	28.48
Barco	Engineering Services	3122.50
Bratz Auto	Engineering Services	128.00
Bratz Oil	Fuels	1114.65
BUG PRO	Extermination Services	90.00
Cantera Aggregates	Park Maint. & Supplies	60424.56
Capital One	Food Preparation Service	347.62
Capital Sanitary Supply	Off. Equip Repair & Maint	291.09
Card Services	Park Maint. & Supplies	217.95
CarQuest	Park Maint. & Supplies	27.52
Cville Iron	Engineering Services	899.53
C'ville Produce & Feed	Park Maint. & Supplies	211.58
Central IA Det	Juvenile Detention & Shel	4896.25
Chariton Valley Elec	Electric Light & Power	376.55
Cville Wtrwks	Water & Sewer	6731.53
City of Plano	Maintenance Contract	179.64
City of Unionville	Maintenance Contract	132.92
CocoBeen Reptiles	Park Maint. & Supplies	150.00
Corp Translation	Educational & Train.Serv.	24.40
CR Environmental	Engineering Services	2116.09
Davis Co Sch	Community Support Program	800.00
Davison Fuels & Oil	Fuels	610.21
DPF Alternatives	Engineering Services	849.95
EveryStep	Homemaker-Home Health Aid	1161.81
Evolution AG	Engineering Services	4880.65
First National Bank	Dues & Memberships	37.50
Fogle TV	Equip. Parts & Supplies	295.82
Forbes Office Solns	Off. Supplies & Forms	56.69
Rodney Gooden	Rent & Utility Payments	850.00
Hamilton Produce	Engineering Services	90.00
Henry Adkins	Election Supplies	7569.74
Hills San	Garbage Serv	675.00
Holiday Inn	Educational & Train.Serv.	638.40

Homestead	Food Preparation Service	5083.75
Hotsy Cleaning Systems	Engineering Services	540.00
Hy-Vee	Food Preparation Service	1452.38
ICCS	Dues & Memberships	1500.00
Interstate Batt	Engineering Services	142.95
IA Media Network	Typing-Print.-Bind.Serv.	167.17
IA ME	Medical & Health Services	2047.00
Iowa Trust	Health Insurance	231.00
ISACA	Educational & Train.Serv.	250.00
A Jaramillo Ayon	Community Support Program	2401.00
John Deere	Engineering Services	2740.30
Kids World	Community Support Program	11065.31
Kimball	Engineering Services	485.28
L&W Quarries	Engineering Services	304.49
K Laurson	Mileage & Transp. Expense	2337.59
Legends	Engineering Services	172.00
LexisNexis	Dues & Memberships	200.00
Lockridge	Engineering Services	1066.13
C Maddy	Community Support Program	700.00
Mast Overhead Doors	Engineering Services	186.82
MATURA	Community Support Program	3661.88
McKesson Med	Medical Supplies	213.83
MHC Kenworth	Engineering Services	282.58
Mick's	Off. Equip Repair & Maint	2199.85
Midwest Wheel	Engineering Services	39.41
MMIT	Off. Supplies & Forms	126.81
MMIT	Off. Equip Repair & Maint	366.93
Monroe Pub Hlth	Community Support Program	1938.37
Municipal Housing Agency	Rent & Utility Payments	394.00
Natel	Telephone & Telegr.Serv.	55.00
O'Reilly	Engineering Services	103.53
Orchard Pl	Community Support Program	2662.68
Ottumwa Health Group	Engineering Services	80.00
Page Co Sheriff	Legal Serv. Dep-Subp-Tran	32.00
Petty C-Sheriff	Postage & Mailing	5.32
R Pfannebecker	Mileage & Transp. Expense	4.32
Prof Computer	Off. Equip Repair & Maint	47.95
Quill	Off. Supplies & Forms	354.91
Rangemasters Uniforms	Uniforms	169.84
RASWC	Engineering Services	16.00
RRWA	Water & Sewer	100.00
River Hills	Medical & Health Services	160.00
SCICAP	Community Support Program	29395.92
Seymour Tire	Engineering Services	32.00
SIEDA	Community Support Program	253.48
Sinclair NAPA	Engineering Services	1550.48
Solutions	Contract Services	1613.44
So IA Heat, Cool, & Plumb	Off. Equip Repair & Maint	287.00
Dr. Anthony Tatman	Educational & Train.Serv.	10.00
Tyler Technologies	Off. Supplies & Forms	449.00
Naval Surface Warfare	Law Enf. Equip & Weapons	600.00
UMB Bank, N.A.	Interest-Gen. Oblig. Bond	422800.00
US Bank	Engineering Services	567.87
US Cellular	Telephone & Telegr.Serv.	731.10
Windstream	Telephone & Telegr.Serv.	301.09
Ziegler	Engineering Services	10950.48
Grand Total		639646.74

Kulmatycki motioned to approve the liquor license for Pale Moon (pending dram). Seconded by McGill. All voted aye.

McGill motioned to approve the cigarette permits for BK's Boathouse, Elliot's General Store, and Rathbun Marina. Seconded by Kulmatycki. All voted aye.

Kim Crawford from Circle of Freedom requested \$22,000 in opioid funding from Appanoose County to support their facility. An informational packet was provided to the board and Opioid Committee members. Demry stated they will discuss it at their next Opioid Committee meeting.

McGill motioned to open the public hearing for FY24 Budget Amendment #2 at 9:12 A.M. Seconded by Kulmatycki. All voted aye. There were no public comments. McGill motioned to close the public hearing for FY24 Budget Amendment #2 at 9:13 A.M. Seconded by Kulmatycki. All voted aye. McGill motioned to approve Resolution #2024-17 FY24 Budget Amendment #2 (full copy available in Auditor's Office).

McGill motioned to approve Resolution #2024-18. Seconded by Kulmatycki. All voted aye.

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 20, 2024, the vote thereon being as follows:

AYES: /s/Linda Demry, Mark McGill, Jeff Kulmatycki NAYS: none

/s/: Linda Demry, Chairperson, Board of Supervisors

Attest: /s/Kelly Howard, Appanoose County Auditor

McGill motioned to approve Resolution 2024-16. Seconded by Kulmatycki. All voted aye.

RESOLUTION 2024-16

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 of 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 20th day of May, 2024.

/s/ Linda Demry, Chairperson, Appanoose County Board of Supervisors

ATTEST: /s/ Kelly Howard, County Auditor

McGill motioned to approve the FY25 Solutions Contracts/Agreements. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve the State of Iowa Lease Agreement. Seconded by McGill. All voted aye.

McGill motioned to run the EMS ballot language by legal counsel. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve Resolution 2024-15. Seconded by McGill. All voted aye.

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

/s/ Linda Demry, Chair, Mark McGill, Member, Jeff Kulmatycki, Member Appanoose County Board of Supervisors

ATTEST: /s/Kelly Howard, Appanoose County Auditor

McGill motioned to approve Resolution #2024-19. Seconded by Kulmatycki. All voted aye.

#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 9:10 on Monday June 17th in accordance with Iowa Code Chapter 306.

/s/ Linda Demry, Chair Appanoose County Board of Supervisors, 5/20/2024

ATTEST: /s/Kelly Howard, Appanoose County Auditor 5/20/2024

McGill motioned to approve Resolution #2024-20. Seconded by Kulmatycki. All voted aye.

#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 #2024-19. 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 9:20 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.

/s/ Linda Demry, Chair Appanoose County Board of Supervisors, 5/20/2024

ATTEST: /s/ Kelly Howard, Appanoose County Auditor, 5/20/2024

There was discussion regarding the county engineer's contract. McGill motioned to table approval until a final draft is provided. Seconded by Kulmatycki. All voted aye.

County Engineer, Brad Skinner, provided an update to the board. The bridge on 525th St scheduled for next year will be closing this week. They have the replacement pipe in stock but need

board approval to advance it to the current fiscal year. Will present this next board meeting. Dust Control is running behind so they might do more prep work if it gets delayed even more. The bridge decks and one rail on the 110th & 150th bridge projects have been poured. Traffic markings except for railroad crossings were completed last week. They've been replacing concrete patches around the county with their own crew. They've looked at the reflectivity of the county signs and found 1/3 are substandard. They're looking into the asphalt issues at several intersections (Hwy 5, J18, J29, T30 and 218th St)

Public Comments: Demry mentioned the Board of Supervisor's debate scheduled for Wednesday, May 22nd at 6 P.M. located at the Centerville Faith Church and also the Honey Creek Resort public meeting scheduled for Thursday, May 23rd at 6 P.M. located at the RITZ.

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

The Board adjourned to meet the call of the Auditor at 9:35 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

State of Iowa
County of APPANOOSE COUNTY
Date to be Paid 5/24/2024



Handwritten
Claim# 57236 Warrant# 60234

Voucher Description

Vendor # 1894
UMB BANK, N.A.
ATTN: DIANA VAN VLEET
7155 LAKE DRIVE, SUITE 120
WEST DES MOINES IA 50266

Date Ordered
Date Delivered 6/01/2024
Claim Date 5/24/2024



<u>Invoice</u>	<u>Account</u>	<u>Amount</u>	<u>Description</u>
01000 10100 510 99 010	95115.00	Interest/Bonds #0185393535	

Amount Claimed 95,115.00
Amount Allowed

AYE _____ NAY _____
AYE _____ NAY _____
AYE _____ NAY _____
AYE _____ NAY _____
AYE [Signature] NAY [Signature]

I hereby certify that the within
is a just, lawful, and correct
claim for the county of
APPANOOSE COUNTY

KELLY HOWARD, AUDITOR

1894

57236



Invoice Date 03/26/2024

APPANOOSE COUNTY
ATTN: COUNTY AUDITOR
201 N 12TH ST
CENTERVILLE IA 52544

PAID

MAY 24 2024

Issue 0185393535

WARRANT
Approved By 60234
Appanoose County Board Supervisors

APPANOOSE COUNTY
GENERAL OBLIGATION REFUNDING CAPITAL
LOAN NOTES, SERIES 2013, DTD 5/2/13

Issue Payment Date 06/01/2024

Registered Interest	\$ 5,115.00
Matured Bonds	\$ 0.00
Called Bonds	\$ 90,000.00
Principal Reduction	\$ 0.00
Coupon Interest	\$ 0.00

01000-10100-510-99-010

OK

TOTAL DUE

\$ 95,115.00

Unless otherwise specified in bond documents:

Payments by Fed Funds Wire are due by 11:00am CT on the Issue Payment Date.

Payments by ACH are due 2 business days prior to the Issue Payment Date.

Payments by check are due 3 business days prior to Issue Payment Date. Please return a copy of
this notice with your check payment.

Beware of fraud attempts. UMB Bank does not change its instructions for wires or ACH payments. If you
receive any communication that indicates a change, please contact your Relationship Manager.

Wire Instructions:

UMB BANK NA
BNF NAME: TRUST OPERATIONS
ABA: 101 000 695
BNF A/C: 9800006823
OBI/ATTN: DIANA VAN VLEET - 0185393535

ACH Instructions:

UMB BANK NA
BNF NAME: TRUST OPERATIONS
ABA: 101 000 695
BNF A/C: 9801018981
OBI/ATTN: DIANA VAN VLEET - 0185393535

Account Officer: DIANA VAN VLEET
Phone: 5153686063
Email: DIANA.VANVLEET@UMB.COM



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) 6 / 30 / 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): Brownies LLC
Iowa sales and use tax account number: 1004007710
Retail address: 11377 Hwy 570 City: Melrose State: Ia ZIP: 52569
Mailing address: 12917 137th Ave City: Plano State: Ia ZIP: 52581
Phone: 641-724-9820

Legal Ownership Information:

Type of ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP: Brownies LLC
Primary office address: 12917 137th Ave City: Plano State: Ia ZIP: 52581
Phone: 641-724-9820 Fax: _____ Email: _____

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): NO

Do 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: Kim R Brown Title: Co Owner
Address: 12917 137th Ave
City: Plano State: Ia ZIP: 52581
Name: Grover A Brown Title: Co-owner

Address: 12911 13th Ave
 City: Plano State: TX ZIP: 75258
 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: Cornie A Brown

Authorized Signature: Cornie A Brown

Date: 5-20-24 Email: Mabrown57@hotmail.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

APPANOOSE COUNTY

TAX INCREMENT FINANCE (TIF) PROGRAM POLICIES

GOAL

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

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

POLICIES

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

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

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

BASE CRITERIA

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

EXCEPTIONAL CRITERIA

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

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

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

APPLICATION PROCEDURES

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

DISCLAIMER

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



TAX INCREMENT FINANCING (TIF) APPLICATION

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

Call (641) 856-6191 for more information

Name of business enterprise: _____

Mailing address: _____ City, State, Zip: _____

Phone: _____ Email: _____

Type of entity:

☐ Corporation

☐ General partnership

☐ Limited partnership (LLC)

☐ Sole proprietorship

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

Name	Address	Phone	Percent of ownership

Type of business for which TIF funds are requested: _____

Purpose and amount TIF funds are being requested:

☐ Infrastructure: \$ _____

☐ Building: \$ _____

☐ Land: \$ _____

☐ Other: \$ _____

This request is for:

☐ Expansion of existing business

☐ New business

Total amount requested: _____

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

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

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

Dollar value of taxable improvements to be constructed: _____

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

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

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

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

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

- ☐ Yes
☐ No

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

- ☐ Own
☐ Lease

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

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

Zoning classification of project property: _____

Describe how the development project will be financed: _____

Describe specific utility/infrastructure needs of the project: _____

How will the County benefit from the project?

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

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

Applicant signature: _____ Applicant title: _____ Date: _____

Iowa Tuckpointing LLC

RECIPIENT:**Appanoose County Courthouse**

201 North 12th Street
Centerville, Iowa 52544

Quote #2

Sent on

May 20, 2024

Total**\$107,670.00**

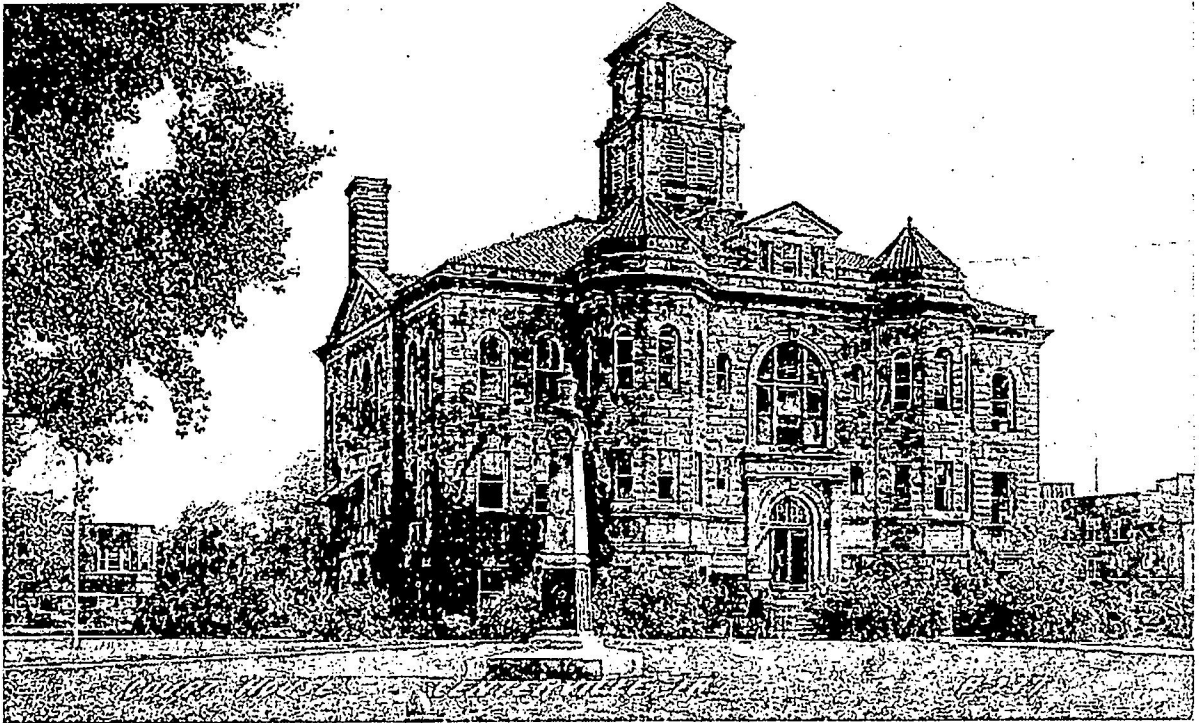
Product/Service	Description	Qty.	Unit Price	Total
Lift rentals	Boom lifts	1	\$13,000.00	\$13,000.00*
Power washing	Power wash all masonry on building/clock tower with hot water to prevent damage to masonry. Remove mold/black spots off of surface	1	\$16,250.00	\$16,250.00*
Caulking replacement	Caulking replacement on all doors/windows & along staircase	1	\$29,385.00	\$29,385.00*
Tuckpointing	Grind out & tuckpoint damaged mortar joints around building to include clock tower-roughly 25%	1	\$36,275.00	\$36,275.00*
Replace Louvers on clock tower	Replace lovers on clock tower out of fabricated sheet metal to prevent future rot	8	\$1,595.00	\$12,760.00

Total**\$107,670.00**

* Non-taxable

This quote is valid for the next 30 days, after which values may be subject to change.

Appanoose County



Employee Handbook

May 2024

Table of Contents

Introduction	3
At-Will Employment	3
Equal Employment Opportunity	3
Harassment	4
Sexual Harassment	4
Definitions	5
Job Openings	5
Veteran's Preference	6
Employment of Relatives	6
Work Schedule	6
Overtime	6
Sick Leave	7
Jury Duty	8
Bereavement Leave	8
Family Medical Leave	8
Unpaid Leave of Absence	9
Holidays	10
Personal Leave	10
Injuries	10
Vacation	11
Military Leave	11
Travel Expense	11
Fitness for Duty	11
Licenses	12
County Equipment	12
Cell Phone	13
Discipline	13
Grounds for Disciplinary Action	14
Drug Free Workplace	15
Personnel Files	15
Insurance	16
Health Insurance	16
COBRA	16
Continued Retiree Coverage	17
Life Insurance	17

Introduction

We wish to take this opportunity to welcome you as an employee of Appanoose County. It is our desire that you will enjoy your work, perform your work to the best of your abilities, and have a pleasant working relationship with the people with whom you will work, as well as the public you will serve.

At-Will Employment

This handbook is presented as a matter of information only; it is not intended to form a contract between Appanoose County and the employee. Appanoose County reserves the right to change or eliminate any or all of the policies, procedures, work rules or benefits herein at any time, with or without prior notice.

These policies and procedures outlined in this handbook are applicable to:

All employees responsible to the Appanoose County Board of Supervisors.

All employees responsible to an elected office holder providing the office holder has certified its applicability.

All employees not directly responsible to either the Board of Supervisors or an elected office holder and whose governing body has certified its applicability.

Whenever the provisions of this handbook are in conflict with the Code of Iowa, or with a collectively bargained agreement between the Board and a certified bargaining unit, the provisions of the Code of Iowa and/or collectively bargained agreement will prevail.

Just as you retain the right to terminate your employment at any time for any reason, Appanoose County retains a similar right. No policy or practice of Appanoose County should be construed to change this relationship. Only the Board of Supervisors, or appropriate governing board, has the right to modify or change this practice, and such action must be in writing.

This handbook replaces all employee handbooks and amendments issued prior to the date of this handbook. Documents issued prior to this date should be discarded.

Equal Employment Opportunity

It is the objective of Appanoose County to encourage employment and advancement of all individuals in a way that will utilize their talents to the maximum and develop their skills most effectively in a work and community environment that is free from discrimination.

Appanoose County has a policy to provide equal opportunity for all where employment is based upon personal capabilities and qualifications without discrimination because

of race, color, religion, sex, age, national origin, sexual orientation, gender identity, disability, or any other protected characteristic as established by law.

This policy of equal employment opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, promotion, termination and all other terms and conditions of employment.

Harassment

It is the policy of Appanoose County that no employee be harassed by another employee, customer or supervisor on the basis of race, color, religion, sex, age, national origin, sexual orientation, gender identity, disability, or any other protected characteristic as established by law.

Illegal harassment, whether verbal or physical, will not be tolerated. All members of management have the explicit responsibility and duty to take corrective action to prevent any illegal harassment of our employees.

If any employee believes that he or she has been subjected to illegal harassment, that employee should bring the matter directly to the immediate attention of their elected official, department head, a member of the Board of Supervisors or appropriate governing board. All complaints will be investigated, and appropriate disciplinary action taken, up to and including termination. There will be no retaliation against anyone who submits a good faith harassment complaint or participates in an investigation relating to such a complaint.

Sexual Harassment

It is the policy of Appanoose County that no employee be harassed by another employee or supervisor on the basis of sex.

The policy prohibits any demand for sexual favors that is accompanied by a promise of favorable job treatment or a threat concerning the employee's employment. Also prohibited is subtle pressures for sexual favors, including implying that an applicant's or employee's cooperation of a sexual nature, or refusal thereof, will have any effect on the person's employment, job assignment, wages, promotion, or any other condition of employment.

In addition, any behavior of a sexual nature not welcomed by the employee or found to be personally offensive is expressly forbidden. This includes but is not limited to:

- a. Repeated sexual flirtations, advances, or propositions.

- b. Continued or repeated verbal abuse of a sexual nature, sexually related comments and joking, graphic or degrading comments about the employee's appearance or the display of sexually suggestive objects or pictures.
- c. Any uninvited physical contact or touching, such as patting, pinching or other contact.
- d. Conduct that has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment, whether verbal or physical, will not be tolerated. All members of management have the explicit responsibility and duty to take corrective action to prevent any sexual harassment of our employees.

As with other forms of harassment, any employee who believes that he or she has been subjected to sexual harassment should bring the matter directly to the immediate attention of their elected official, department head, a member of the Board of Supervisors or appropriate governing board. All complaints or reports of sexual harassment will be investigated, and appropriate disciplinary action taken, up to and including termination. There will be no retaliation against anyone who submits a good faith sexual harassment complaint or participates in an investigation relating to such a complaint.

Definitions

Full-Time Employee – Full-time employees are those who are normally scheduled to work at least 30 hours per week.

Part-Time Employee – Part-time employees are those who are normally scheduled to work less than 30 hours per week.

Temporary Employee – Temporary employees are hired to work for a period of 8 months or less, on an annual basis.

Seasonal Employee – Seasonal employees are hired on an as-needed basis.

Job Openings

Whenever a vacancy occurs within the County, the opening will be posted on the courthouse bulletin board for 10 days and advertised in the local newspaper. Current employees may indicate their interest in being considered for the vacancy by submitting an application for the position in writing to the Elected Official or

Department Head within the stated posting period. The Elected Official or Department Head will make the recommendation on who is to fill an opening in their office to the Board of Supervisors or appropriate governing board. Appanoose County reserves the right to use other recruiting sources to fill open positions at their discretion.

Appanoose County reserves the right to require a post-offer, pre-employment physical for certain positions.

Veteran's Preference

Any honorably discharged veteran, as defined by Iowa law, shall be entitled to preference in appointment and employment over other applicants of no greater qualifications.

Employment of Relatives

It is the County's policy to hire the best-qualified person available for each position. Relatives of current employees are eligible for employment with the County, subject to limitations of state law governing the employment of relatives of public officials and employees and the terms of this policy. To avoid the appearance of favoritism and difficulties in administering discipline, the County will not hire, appoint, transfer, promote, or otherwise place an individual in a position that involves the supervision of, or by, a family member. For purposes of this policy, "family member" includes the individual's mother, father, brother, sister, grandparent, spouse, son, daughter, grandchild, great-grandchild, niece, nephew, aunt, or uncle.

If a supervisory relationship between family members is created by the marriage of two employees, the Department Head shall transfer, or separate employment of one of the employees.

Work Schedule

In general, the work schedule of employees will not change from week to week. However, varying conditions in workload and demand of the public may necessitate a change in the work schedule. If it is necessary for the Elected Official or Department Head to change the normal work schedule, every effort will be made to give the employee as much notice as possible. Nothing in this section shall be construed as a guarantee of the number of hours an employee will be scheduled to work.

Overtime

Periodically, overtime work is necessary to maintain County operations. In most cases, there are a sufficient number of employees available to make overtime work optional. Occasionally, however, the Elected Official or Department Head may require the employee to work overtime.

With Elected Official or Department Head approval, employees may make a request to receive compensatory time in lieu of overtime pay. Employees may accumulate up to 240 hours of compensatory time.

Exempt employees shall not receive overtime or compensatory time.

Non-exempt employees will be compensated at one- and one-half times their normal hourly rate for all hours in excess of 40 per week. Only hours actually worked shall be counted as work time for the purpose of determining overtime. All overtime and compensatory time accrued or used must have the prior approval of the Elected Official or Department Head.

Sick Leave

Sick leave shall be accrued by a full-time employee at the rate of 1½ days per month to a total of 180 days.

Accumulated sick leave may be used for the following:

- Personal illness or injury
- Medical, dental, or vision appointments
- Care for a minor child
- FMLA approved absences
- In cases where the employee would have been eligible for FMLA except for the year of service requirement.

When absences due to sickness are necessitated, the employee shall notify their Elected Official or Department Head prior to the beginning of his/her scheduled reporting time. The supervisor has the right to require a medical certificate from the employee's attending physician for any sick leave absence.

Pro-rated sick leave, vacation time, or earned compensatory time may be used to supplement Worker's Compensation benefits, upon the employee's written request.

Employees shall be entitled to receive payment of unused sick leave upon retirement, as defined by IPERS, (at least 55 years old, a vested member, no longer working for an IPERS covered member, and receiving retirement benefits), not to exceed \$2,000. Employees shall be eligible for payment of unused sick leave upon death, if a vested member, not to exceed \$2,000. (Sheriff's Office Deputies and protected class employees, as defined by IPERS, shall follow their corresponding eligibility retirement requirements.)

Appanoose County employees may not donate sick leave to other employees.

Jury Duty

Employees may be granted time off with pay for the purpose of jury duty. The employee will be granted time off only for that portion of the workday necessary to serve duty. Any jury duty pay received by an employee shall be turned over to the County.

Bereavement Leave

Each full-time employee shall be eligible for a paid leave of absence of up to 5 days, at the discretion of the Elected Official or Department Head, for a death of the employee's parent, spouse, child, brother, or sister. In the case of the death of the employee's father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents or grandchild, the employee will be allowed up to 3 days, at the discretion of the Elected Official or Department Head. (Includes corresponding step relatives.) In the case of the death of the employee's aunt or uncle, the employee will be allowed up to 1 day.

Family Medical Leave

In accordance with the Family Medical Leave Act (FMLA), Appanoose County will grant up to 12 weeks' unpaid leave annually, based on the previous rolling 12-month period. To be eligible for this leave an employee must have worked for Appanoose County for one year and worked 1250 hours or more in the 12 months preceding the beginning of the leave.

FMLA leave will be granted for the following circumstances:

1. Employee's serious medical condition.
2. Birth, adoption or placement of a child.
3. Caring for a spouse, child or parent, with a serious health condition.
4. Exigency arising out of the fact that the employee's spouse, child or parent is covered military member on covered active duty.

Employees shall be eligible for 26 weeks of leave to care for a covered service member with a serious injury or illness in accordance with Federal Law.

You must provide a written request for leave and sufficient medical certification to the Auditor's Office within 15 calendar days from the date of your absence. Appanoose County reserves the right to request re-certification at the County's discretion in accordance with federal law.

The annual FMLA allowance will run concurrent with any Workers' Compensation leave.

Your insurance benefits will be maintained for up to 12 weeks during your leave under the same conditions as if you continued to work. You must continue to pay your portion of the insurance premiums. You must make arrangements for payment of these

premiums in a timely manner. If your leave extends for more than 12 weeks, you will become responsible for payment of the entire health insurance premium to maintain coverage.

When you return from FMLA leave you will be reinstated to the same or equivalent job with the same pay, benefits, and terms and conditions of employment. If you do not return to work following FMLA leave you may be required to reimburse the County for your share of health insurance premiums paid on your behalf.

You will be required to present a certificate from your physician releasing you to full duty before returning to work.

If an employee fails to return to work on the agreed upon return date, Appanoose County shall assume that the employee has resigned.

Employees will be required to use all sources of paid leave concurrently with Family Medical Leave, with the exception of 5 days of vacation.

Unpaid Leave of Absence

It is the policy of Appanoose County to grant unpaid leaves of absence to its employees when the requests are compatible with a department's operational needs and scheduling requirements. Employees may request an unpaid leave of absence for public service leave, extenuating medical circumstances, unpaid bereavement leave, or to accommodate a newly hired employee's existing time off request.

An employee desiring an unpaid leave of absence shall make a written request to his/her elected official or department head, setting forth the reason(s) for the request and the duration of the requested leave.

A request for an unpaid leave will be approved or disapproved promptly by the elected official or department head.

Upon return from an unpaid leave of absence, Appanoose County will attempt to place the employee in his/her former position at the salary and step occupied at the time such leave began; provided however, that the employee is able to perform the essential functions of his/her position. In the event the former position is not available or, the employee is not able to perform the essential functions of his/her position, the County will attempt to place the employee in another position consistent with qualifications, ability, and staffing requirements. At no time will employees utilizing this policy be guaranteed a position upon return from an unpaid leave of absence.

An employee who fails to return from an unpaid leave of absence on the date specified in the request shall be considered to have resigned his/her position, unless a written request for extension has been submitted by the employee, recommended by the

elected official or department head, and approved by the elected official, Board of Supervisors or appropriate governing board.

While on an unpaid leave of absence, an employee shall not accrue sick leave or vacation benefits. Nor shall time spent on an unpaid leave of absence be considered time worked for the purpose of receiving an in-grade wage increment. The employee must pay his/her own group health and life insurance premiums for that portion of an unpaid leave of absence in excess of thirty (30) days unless on Family Medical Leave.

In considering an employee's request for an unpaid leave of absence, the elected official or department head shall require the employee to use available vacation and/or compensatory time accruals prior to being placed on leave without pay.

Holidays

Full-time employees receive their regular compensation for the following County holidays:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day (2 days)

Those employees whose regular workweek is Monday to Friday – when a holiday falls on a weekend, it will be observed on the preceding Friday or following Monday. For 24-7 operations, the actual holiday shall be observed.

Those employees required to work on a holiday shall be paid time and one half for all hours worked on a holiday. Those employees required to work on a holiday in 24-7 operations shall be paid two- and one-half times for all hours worked.

Personal Leave

Full-time employees shall receive 3 personal leave days per year (Either 24 or 21 hours depending on normal schedule.) Personal leave usage shall be requested in writing and approved in advance by the Elected Official or Department Head. Personal days must be used within 1 year of receiving the leave.

Injuries

Employees should report any work-related injury as soon as practicable and prior to leaving the work, when possible, but no later than 24 hours after the accident. Appanoose County will accommodate work-related injuries, provided that restricted

work is available. Appanoose County shall not accommodate non-work-related injuries, unless it is determined that the injury is considered a disability under the ADA/ADAAA.

Employees who are eligible for workers' compensation benefits may use their sick leave accrual to supplement their workers' compensation benefit.

Vacation

Full-time employees shall accrue vacation leave, from the employee's start date. Annual vacation shall be provided as follows:

Years of Service	Vacation Days
After 1 year of employment	10 days
7 years but less than 15 years	15 days
15 years or more	20 days

Employees must use their vacation within one year of the accrual. Vacation usage is subject to approval by the Elected Official or Department Head.

Employees may not use accrued time to extend their date of separation.

Upon separation, employees shall be paid for all accrued, but unused vacation.

Military Leave

Employees with military obligations will be granted leaves of absence and re-employment rights in accordance with applicable federal and state laws.

Travel Expense

Employees required to use their personal automobile for County business will be reimbursed for mileage at the rate set by the Board of Supervisors. Reasonable costs of meals, lodging and other expenses shall be paid as established by the Board of Supervisors.

Appanoose County will only pay for lodging with providers that have successfully completed certified human trafficking prevention training.

Fitness for Duty

Appanoose County reserves the right to require an employee to submit to a fitness for duty evaluation at any time to ensure the employee is able to perform the essential functions of the position, with or without reasonable accommodation.

Licenses

It is the employee's responsibility to keep their licenses and certifications current. All required licenses should be brought to the Elected Official or Department Head for placement in the employee's personnel file.

County Equipment

Appanoose County provides supplies, equipment, and materials necessary for you to perform your job. County owned equipment should not be loaned out to members of the public for non-County related purposes. These items include but are not limited to: telephones, computers, email and the internet. These items are intended to be used for the County purposes. Minimal, appropriate personal use may be acceptable as determined by your Elected Official or Department Head. Employees have no reasonable expectation of privacy with respect to any County provided equipment whether or not employees have private access or an entry code into any system.

It is unacceptable for any user at any time to use, submit, publish, display, or transmit on any County computer system information which:

- Violates or infringes on the rights of any other person, including the right to privacy;
- Contains defamatory, false, inaccurate, abusive, obscene, pornographic, profane, sexually oriented, threatening, racially offensive, or otherwise objectionable or illegal material;
- Contains any material or comments that would offend someone on the basis of his or her race, gender, age, sexual orientation, gender identity, religious or political beliefs, national origin, or disability.
- Restricts or inhibits other authorized users from using the system or otherwise inhibits the efficiency of the computer system.
- Encourages the use of controlled substances or uses the computer system for the purpose of inciting crime, or
- Use of the system for any other illegal purpose.
- Appanoose County may store deleted emails for up to 90 days, at which time they shall be permanently removed.

It is also unacceptable for any user at any time to use the facilities and capabilities of the system to:

- Conduct any business activity or solicit the performance of any activity which is prohibited by law; or

- On-line game playing;
- Transmit material, information or software in violation of any local, state or federal law;
- Conduct any fund raising and public relations activities, not related to County operations.

Cell Phone

Occasional minimal personal use of a County or personal cell phone is permissible per Elected Official or Department Head approval and if the elected official or department head sufficiently controls its use.

Employees shall not be permitted to use a phone while operating a vehicle unless using a hands-free device.

Discipline

Formal disciplinary actions will include verbal warning, written reprimand, suspension, and/or dismissal. It shall be the policy of Appanoose County to utilize a system of progressive discipline in addressing an employee's work deficiencies; however, any of the disciplinary measures cited above may be initiated on the more serious first offense.

Discipline given to employees greater than 12-months prior, should not be used to increase the level of progressive discipline.

In most cases, disciplinary action will be issued to the employee by his/her immediate supervisor, or by a higher-level supervisor in the department to which the employee is assigned. Disciplinary action will be issued in a manner, which will minimize embarrassment to the employee.

All disciplinary actions will be thoroughly documented in writing appropriate to the infraction committed. A copy should then be given to the employee, and a copy maintained in the employee's personnel file. If the action involves an employee covered by a collective bargaining agreement, said agreement may also require a copy be sent to the appropriate union steward.

It shall be the duty of all employees to maintain high standards of conduct, cooperation, efficiency and effectiveness in their work. Elected officials, department heads, and supervisors shall organize and direct the work of their units in a manner calculated to achieve these objectives. Whenever the work habits, attitude, production or personal conduct of an employee falls below an acceptable standard, the employee is subject to corrective and/or disciplinary action. All such actions shall be promptly and consistently administered and shall not be on account of political considerations, personal bias, or prejudice.

Letters of clarification shall precede formal discipline whenever, in the judgment of the elected official or department head, an infraction is readily correctable and is of lesser consequence.

In accordance with Iowa Code, information placed in the employee's personnel file as a result of disciplinary action, may become a public record. This includes but is not limited to the documented reasons and rationale for termination, demotion, or allowing an employee to resign in lieu of termination.

Grounds for Disciplinary Action

The seriousness of an offense will often vary with the circumstances prevailing at the time it occurred and the motives, which prompted it. Related and mitigating factors would be considered when determining the appropriate action to take. Each of the following work-related infractions may be just cause for disciplinary action, up to and including dismissal. The list presented herein is not intended to be all-inclusive.

1. Unreasonable and/or abusive treatment of a client, citizen, other County employee or individual in the community, including verbal or nonverbal sexual or racial harassment, even outside normal working hours.
2. Violation of any lawful and reasonable County or departmental policy.
3. Destruction or loss of County property, including abuse of tools, equipment and/or clothing allotments.
4. Absence from duty without permission, proper notice or satisfactory reason.
5. Falsifying records, knowingly giving inaccurate information or unnecessarily withholding information.
6. Obtaining materials or leave time based on fraudulent information; dishonesty; stealing; and other criminal acts.
7. Being under the influence of narcotics, alcohol or other physically impairing or illegal substances on the job.
8. Conviction of a crime involving moral turpitude, casting doubt on the individual's ability to perform his/her county job effectively. (NOTE: Dismissal or non-prosecution for criminal charges shall not, in itself, preclude the County from taking disciplinary action.)
9. Incompetence, ineffectiveness, inefficiency, or wastefulness in the performance of assigned duties.

10. Disregard for safety policies, procedures, reporting requirements, and/or proper use of safety equipment.
11. An attendance record, which demonstrates a consistent or continual lack of availability for work to the extent that ineffectiveness or inefficiency of services results.

The elected official or department head may elect to place an employee on investigative leave before making any determination of corrective or disciplinary action.

Drug Free Workplace

Appanoose County is subject to the Drug-Free Workplace Act of 1988.

Appanoose County is committed to the policy of maintaining a drug-free workplace. Thus, the unlawful manufacture, distribution, dispensation, possession or use of alcohol or any controlled substance by any employee in the workplace is prohibited. A controlled substance within the meaning of this policy means any controlled substance as defined by state or federal law. Any violation of this prohibition will result in discipline up to and including discharge.

The use of controlled substances, either on or off the job, is inconsistent with the behavior expected of employees, subjects all employees and the public to unacceptable safety risks, and undermines the County's ability to operate effectively and efficiently.

The Drug-Free Workplace Act of 1988 requires you to report any conviction under a criminal drug statute for violations occurring on the County's premises, or off the County's premises while conducting official business. A report of a conviction must be made to your elected official or department head within five working days after the conviction. Failure to do so will result in immediate dismissal from your position.

Personnel Files

Appanoose County maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of Appanoose County, and access to the information they contain is restricted. Generally, only management personnel of Appanoose County who has a legitimate reason to review information in a file is allowed to do so.

Employees who wish to review their own file should contact the Auditor's Office or appropriate department. With reasonable advance written notice, employees may review their own personnel file, with the exception of letter(s) of reference, in the

appropriate office and in the presence of an individual appointed by Appanoose County to maintain the files.

Insurance

Appanoose County has established a variety of employee benefit programs designed to assist you and your eligible dependents in meeting the financial burdens that can result from illness or injury. This portion of the employee handbook contains a very general description of the benefits to which you may be entitled as an employee. Please understand that this general explanation is not intended to, and does not, provide you with all the details of these benefits. Therefore, this handbook does not change or otherwise interpret the terms of the official plan documents. Your rights can be determined only by referring to the full text of the official plan documents, which are available for your examination.

Appanoose County reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to retirees and their dependents. Further, Appanoose County reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans.

Health Insurance

Appanoose County currently offers full-time employees, health coverage for themselves, their spouse and dependents.

Employees shall obtain coverage after completion of your first month of employment. Once made, your election is generally fixed for the remainder of the plan year. However, if you undergo a coverage enrollment event you may make a change in coverage provided you do so as soon as possible of that event. Please contact the Auditor's Office to determine if the change qualifies as an event under the plan document.

Near the end of each fiscal year, during open enrollment you are free to change your medical elections for the following fiscal year, whether or not you have a change event.

COBRA

In accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA), the County will offer covered employees, spouses, and dependent children the opportunity to continue their group medical coverage under the County's current plan if coverage terminates.

Continued Retiree Coverage

Employees who wish to retire, in accordance with Iowa law, before attaining Medicare eligibility shall be allowed to continue participation in the employer's health/medical plan under the group contract at the employee's own expense until the employee attains Medicare eligibility. An employee who wishes continuation of such coverage must request it in writing within 30 days of the date the group insurance would otherwise terminate. The employee shall remit the applicable premium to the Insurance Administrator by the 15th of the month for the following month's coverage. Continuation shall terminate when the employee becomes eligible for Medicare.

Elected officials may remain on the plan beyond Medicare eligibility, in accordance with Iowa law.

Life Insurance

Appanoose County will provide a life insurance policy, at no cost to the eligible employee.

**ACKNOWLEDGMENT OF RECEIPT
AND UNDERSTANDING OF THE APPANOOSE COUNTY
EMPLOYEE HANDBOOK**

I have received my copy of the Appanoose County handbook. I know that I must read the handbook so that I understand my rights and responsibilities as an employee of County.

I understand that the handbook is not an employment contract, but it is an explanation or guide of County policies, procedures and benefits. The County has not solicited my assent or agreement to the policies and procedures set forth in this handbook, and my employment is not in consideration of or in return for my being bound by this handbook. I realize that the County may interpret, clarify, revise, and/or deviate from the procedures set forth in this handbook.

I also realize the employment relationship between the County and me is terminable at will by either party and that nothing in this handbook creates additional rights or provide a basis for me to believe my employment is not terminable at will.

I understand that if I have any questions, I am to talk with my immediate supervisor.

(Employee Name)

(Employee Signature)

(Date)

OFFICE OF
COUNTY ENGINEER
APPANOOSE COUNTY

CENTERVILLE IA 52544
641/856-6193

TO: Appanoose County Board of Supervisors
FROM: Brad Skinner, PE/LS
RE: Hiring of Laborer
DATE: May 16, 2024

The following employee is being hired as a Laborer:

Employee Name: Tyler Bradley
DOB: 11/27/1992
New Title: Laborer
Pay Rate/Union: \$25.59 per hour
Telephone: 641.895.9211
Effective Date: May 30, 2024

Thanks,

Brad Skinner, PE/LS

A handwritten signature in black ink, appearing to be 'Brad Skinner', with a large, stylized flourish at the end.

County Engineer Employment Contract & Agreement

This Contract and Agreement is made and entered into this 3rd day of June, 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, 2025.
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 for the period of July 1, 2024 to June 30, 2025, an annual salary of \$135,225.
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.
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 June 3, 2024

Witness:

Chair, Board of Supervisors

Bradley J Skinner, PE & PLS

Attest: Kelly Howard, County Auditor

Prepared By: Appanoose County Secondary Road Dept, 1200 Hwy 2 West, Centerville IA 52544, 641.856.6193
Return To: Appanoose County Secondary Road Dept, 1200 Hwy 2 West, Centerville IA 52544, 641.856.6193

**28E Agreement Regarding
Maintenance of Portable Traffic Signals Purchased Under a Traffic Safety Improvement
Program Grant from the Iowa Department of Transportation**

This agreement made and entered into by and between Appanoose County, Iowa, Wayne County, Iowa, and Davis County, Iowa.

WHEREAS, Appanoose County and Wayne County and Davis County are public agencies as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, Appanoose County submitted an application to the Iowa Department of Transportation for funding through the Traffic Safety Improvement Program (TSIP) under Iowa Code Section 312.2(11), and the application was approved by Transportation Commission Order No. SO-2024-26 on December 12, 2023.

WHEREAS, Appanoose County is responsible for the purchase of portable traffic signals to be used countywide in Appanoose and Wayne and Davis Counties and the development of a sharing agreement, per Iowa Code Chapter 28E.

WHEREAS, ALL County Boards of Supervisors have informed themselves as to the proposed equipment purchase and sharing agreement.

IT IS NOW AGREED that Appanoose County and Wayne County and Davis County enter into an agreement pursuant to Chapter 28E of the Code of Iowa providing for cooperative action pursuant to the purchase, use, and maintenance of the portable traffic signals.

THEREFORE, the parties, in consideration of the mutual obligations and benefits contained herein, agree as follows:

- 1) **SCOPE OF WORK** – Appanoose County desires to purchase portable traffic signals, pursuant to the above mentioned TSIP agreement, that will be jointly owned and used by the three listed Counties. This agreement shall set forth an equitable agreement concerning financial and maintenance responsibilities for each party for the use and ownership of the portable traffic signals.

- a) Appanoose County shall make the portable temporary signals available when requested and not in use by Appanoose County.
 - b) \$60,000 of the original purchase costs of the portable traffic signals shall be covered by the TSIP agreement. Appanoose County shall provide the additional funds required for initial purchase.
 - c) Appanoose County shall bear future repair costs of the portable traffic signals.
 - d) Each county shall be responsible for conducting routine maintenance on the signals at their own expense while in their possession and as recommended by the manufacturer.
 - e) Each County shall be responsible for repair of the signals at their own expense as a result of damage while in their possession.
 - f) Each County shall be responsible for replacement of the signals at their own expense as a result of damage where the cost to repair the signals is greater than the value of the signals at the time the damage occurs.
 - g) Each county shall list the portable traffic signals to be covered by their respective insurance policies.
 - h) Each county shall be responsible to pick up and transport the unit to their jobsites as needed at their own expense.
 - i) Each county shall be responsible for their own costs for traffic signs and cones/channelizers associated with the use of the portable traffic signals.
 - j) When not in use, the portable traffic signals shall be stored in Appanoose County Secondary Roads facilities.
- 2) Once the portable traffic signals have reached their useful life and must be replaced, as determined by Appanoose County, Appanoose County shall retain the remaining value of the unit. The remaining value shall either be determined via a trade in value supplied by a formal quote process through an equipment dealership or via receiving purchase offers from the general public. Wayne County and Davis County shall be given the opportunity to purchase the portable traffic signals directly before sale to the general public or equipment dealer is offered.
 - 3) DURATION – This Agreement shall commence on the date that each party signs this agreement and shall continue thereafter until ten (10) years after the purchase of the portable traffic signals, pursuant to the above mentioned TSIP Agreement. After said ten (10) year TSIP Agreement duration, this agreement shall be automatically renewed every July 1 for a period of one year unless terminated sooner as provided in Paragraph 8.
 - 4) PURPOSE – The purpose of this Agreement is to accomplish the proposed use of the portable traffic signals as described herein in accordance with the aforesaid scope of work and in agreement with conditions specified in this Agreement.
 - 5) ADMINISTRATION – Appanoose County shall be responsible for the administration of this agreement, and coordination of the portable traffic light use.
 - 6) Appanoose County and Wayne County and Davis County agree to save and indemnify and keep harmless, each other against all liabilities, judgments, costs, and expenses which may in any way come against Appanoose County or Wayne County and Davis County or which in any way result from carelessness or neglect of either party or its agents, employees, or workmen in any respect whatsoever.
 - 7) Appanoose County and Wayne County and Davis County agree to indemnify and hold each other, their employees, and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons arising out of any acts or omissions by Appanoose County or Wayne County and Davis County, its agents, servants, or employees in the course of any work done in connection with any of the matters set forth in this agreement.

8) TERMINATION: -

- a) This Agreement shall be considered binding upon Appanoose County and Wayne County and Davis County for ten (10) years per the TSIP agreement and shall not be terminated until provisions of paragraph 8b are met after the original ten (10) years has passed.
- b) This agreement may be terminated by any party upon written notice to the other parties no later than January 1st of a given year. Said termination may occur no earlier than July 1st following the notice.
- c) Upon termination, ownership of all equipment purchased pursuant to this Agreement shall revert to Appanoose County in recognition of the additional original purchase cost. The Appanoose County may maintain, sell, or dispose of the equipment in a manner that is practical and consistent with practices at the time.

IN WITNESS WHEREOF, the counties have set their hands, for the purposes herein expressed, on the dates indicated below.

BOARD OF SUPERVISORS
APPANOOSE COUNTY, IOWA

Date: _____

Attest: _____

Appanoose County Auditor

BOARD OF SUPERVISORS
WAYNE COUNTY, IOWA

Date: _____

BOARD OF SUPERVISORS
DAVIS COUNTY, IOWA

Date: _____

Attest: _____
Wayne County Auditor

Attest: _____
Davis County Auditor

DRAFT