

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
August 19, 2024

The Appanoose County Board of Supervisors will meet Monday, August 19, 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 August 5 & 13, 2024 meetings
4. Approve reports (8/16 payroll, Treasurer's Semi Annual, 7/24 Prisoner Room & Board and Pleasant Township Financials)
5. Approve bills
6. Approve liquor license(s): The Retreat
7. Dallas Wahl: Dust Control
8. Mike Armstrong, CVRHTF: Funding request
9. Delany Evers: Lights on the Courthouse
10. Nichole Moore, Forever Friends: Funding agreement
11. Jack Maletta, General Relief: Program update
12. Accept 8/6/2024 Sundown Lake RIZ election post-election audit results
13. County Engineer report
 - a. Approve and sign plans for Project No. BROS-C004(105)—5F-04, Bridge over Walnut Creek on 200th Avenue
 - b. Approve and sign plans for Project No. HSIP-SWAP-C004(129)—FJ-04, Pavement Markings for portions of T20 & T30
 - c. Funding agreement with Iowa DOT for Project No. BROS-C004(105)--5F-04, bridge on 200th Avenue over Walnut Creek.
14. Public Comments
15. Adjourn

Posted 8/14/24

August 5, 2024

Appanoose County Board of Supervisors met in regular session August 5, 2024 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Linda Demry, Chairperson, Mark McGill, and Jeff Kulmatycki Boardmembers. Absent: none.

The meeting started with the pledge.

Add discussion of Assistant County Attorney pay. McGill motioned to approve the amended agenda. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the minutes from the July 15 & 22, 2024 meetings. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve 7/19 & 8/2 payrolls, DHS Quarterly Report, 6/24 Prisoner Room & Board and Chariton & Vermillion Township Financials. 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
ADLM EH	Off. Supplies & Forms	22500.00
Airgas USA	Salary-Regular Employees	47.53
Alliant	Utilities	7563.37
Amazon	Building Repair & Maintce	391.72
Amer Home Fdg	Juvenile Detention & Shel	2285.85
App Co Historical Society	Contrib. & Purchase Serv	675.00
App Co Treas	Off. Supplies & Forms	77.00
Bailey Off	Off. Supplies & Forms	45.36
Joel Baker	Medical & Health Services	100.00
Baker's	Engineering Services	2.50
D Barnthouse	Building Repair & Maintce	200.00
Bratz Oil	Mileage & Transp. Expense	573.98
Bremer Co Sheriff	Legal Serv. Dep-Subp-Tran	56.28
Brown's Shoe	Engineering Services	150.00
C-D Supply	Custodial Supplies	359.68
Cantera Aggregates	Engineering Services	58102.60
Capital One	Food Preparation Service	432.22
Cass Co Sheriff	Legal Serv. Dep-Subp-Tran	122.00
Central IA Det	Juvenile Detention & Shel	1999.75
Chariton Valley Elec	Engineering Services	34.08
Chariton Valley Housing	Contrib. & Purchase Serv	7500.00
Cville Wtrwks	Water & Sewer	14408.33
City of Plano	Maintenance Contract	179.49
City of Unionville	Maintenance Contract	132.81
C Clark	Mileage & Transp. Expense	252.70
CLARKS LANDSCAPING	Engineering Services	189.00
Continental Research Corp	Engineering Services	249.30
Sheryl Currier	Legal Serv. Dep-Subp-Tran	91.50
Davison Fuels & Oil	Fuels	58.55
DeJong Ag Service	Engineering Services	695.10
Denco	Engineering Services	75889.80
Eastern IA Tire	Engineering Services	3876.39
Emerg Planning & Consulting	Construction & Maint.	4500.00
EveryStep	Homemaker-Home Health Aid	1132.02
Farm & Home Publishers	Typing-Print.-Bind.Serv.	650.00
Farmers Mutual	E911 Telephone Expense	398.50
Fogle TV	Heat-Cool-Elevator-Rpr-Mn	303.94
GreatAmerica	Off. Equip Repair & Maint	461.04
Hills San	Engineering Services	231.00

Historic Resources	Engineering Services	3990.00
Hotsy Cleaning Systems	Engineering Services	550.00
K Howington	Mileage & Transp. Expense	277.00
Hy-Vee	Medical & Health Services	190.30
IACCVSO	Contract Services	50.00
IA Media Network	Typing-Print.-Bind.Serv.	397.66
Iowa QRM	Rent Payments	600.00
IA ME	Medical & Health Services	6410.00
IA Trust & Savings	Off. Supplies & Forms	101.06
J & J Ready Mix	Bridge & Culvert Maint.	2445.00
Kimball	Engineering Services	680.72
R Lamb	Mileage & Transp. Expense	301.35
Mail Serv	Vehicle Renewal Notices	556.10
Mainstay Systems	Off. Equip Repair & Maint	340.00
B Matkovich	Rent Payments	625.00
MHC Kenworth	Engineering Services	582.60
Midwest Wheel	Engineering Services	116.10
MMIT	Off. Supplies & Forms	125.16
Natel	Telephone & Telegr.Serv.	44.42
Wahltek	Radio and related equipme	1907.77
Northland Securities	Acct.-Audit.-Cler.Serv.	1250.00
O'Reilly	Engineering Services	319.25
Petty C-Sheriff	Postage & Mailing	5.32
R Pfannebecker	Building Repair & Maintce	180.00
Phelps Uniform	Engineering Services	253.65
Polk Co Sheriff	Legal Serv. Dep-Subp-Tran	106.54
Prof Computer	Off. Equip Repair & Maint	47.95
Quick Shop	Transportation	130.00
Quill	Off. Supplies & Forms	125.29
RRWA	Engineering Services	28.50
River Hills	Medical & Health Services	2126.00
G Roefer	Medical & Health Services	400.00
SCICAP	Community Support Program	423.33
Seymour Tire	Engineering Services	1024.00
M Sias	Salary-Regular Employees	1129.17
Simmons Bldg Materials	Building Repair & Maintce	114.31
B Skinner	Educational & Train.Serv.	14.20
SMS Power Train	Engineering Services	275.84
Snap-On Tools	Engineering Services	889.90
Solutions	Computer & Microfilm Supp	730.93
D Sturms	Mileage & Transp. Expense	525.65
Sunset Estates	Rent Payments	430.38
Thomas Funeral Home	Mileage & Transp. Expense	2550.00
UNI Roadside Program	Engineering Services	35.00
US Bank	Construction & Maint.	1227.37
US Cellular	Off. Supplies & Forms	832.93
Vanguard Appraisals	Computer & Microfilm Supp	4000.00
Verizon	Engineering Supplies	200.04
Rhea Wilson	Educational & Train.Serv.	90.01
Windstream	Telephone & Telegr.Serv.	1901.77
Xerox	Off. Supplies & Forms	292.61
10-15	Contrib. & Purchase Serv	2500.00
Grand Total		251513.30

Kulmatycki motioned to approve the Data Grant Agreement with Ulteig Engineers. Seconded by McGill. All voted aye.

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

McGill motioned to approve the Nyhart Agreement. Seconded by Kulmatycki. All voted aye.
McGill motioned to approve the Bond to Insure Against Double Payment for Wex Bank (warrant #59854 \$151.43). Seconded by Kulmatycki. All voted aye.

FYI-MMP White Pork LLC.

Kulmatycki motioned to pay Assistant County Attorney, Alan Wilson, the County Attorney salary from Susan's resignation to Ty's appointment. Seconded by McGill. All voted aye.

County Engineer, Brad Skinner, provided an update to the board. They've started grading the 150th Street Bridge and will then move to the 110th Street Bridge. The sealcoat project is almost complete. Pavement markings will be completed later. Crews are working on ditching. The tanker car has been delivered for the project north of 580th. It's a shared project with Wayne County. There will be two railroad flatcar projects completed.

Public Comments: none

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

The Board adjourned to meet the call of the Auditor at 9:05 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

August 13, 2024

Appanoose County Board of Supervisors met in special session August 13, 2024 at 8:00 A.M. in the Boardroom of the Courthouse. Present: Linda Demry, Mark McGill and Jeff Kulmatycki. Absent: none.

The 8/6/2024 Sundown Lake RIZ Special Election Results were canvassed. Andrew Fuhs and David Tatman was declared the official winner for a three year term.

The Board adjourned to meet at the call of the Auditor at 8:00 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

Date - 8/14/24
Time - 8:36:23

Appanoose CountyTreasurer - Accounting
Semi-Annual Report

Program - TR20501
Page - 1

Jennifer Salstrand, Treasurer-Appanoose CountyTreasurer, Centerville, IA
For the period from January - June, Inclusive
Statement of Account By Fund

Certification Date 6/30/2024

Fund	Balance January	Revenues	Total to be Accounted for	Disbursements	Fund Balance June	Auditor's Warrants Outstanding
01 General Basic	5,447,674.92	2,160,442.68	7,608,117.60	2,519,465.41	5,088,652.19	63,077.49
02 General Supplemental	1,535,612.45	589,341.72	2,124,954.17	915,787.31	1,209,166.86	3,907.87
03 Rural Services Basic	749,777.19	500,261.98	1,250,039.17	616,094.27	633,944.90	233.17
05 Secondary Road	2,300,259.02	2,729,143.51	5,029,402.53	2,736,014.53	2,293,388.00	7,548.65
07 Flood & Erosion Control	23,339.15	.00	23,339.15	.00	23,339.15	.00
20 Township Control	12,586.91	145,213.89	157,800.80	151,599.83	6,200.97	.00
21 Corporation Control	18,754.97	1,511,969.62	1,530,724.59	1,471,984.97	58,739.62	.00
22 School Control	63,623.64	3,567,783.58	3,631,407.22	3,476,094.63	155,312.59	.00
23 Area School Control	5,761.92	311,849.99	317,611.91	304,235.55	13,376.36	.00
26 County Assistance	.00	.00	.00	.00	.00	.00
27 Reap	71,815.67	1,806.23	73,621.90	.00	73,621.90	.00
29 Co. Ag. Extension	1,346.43	73,489.94	74,836.37	71,696.79	3,139.58	.00
30 Co. Cons. Land Acquisition Tru	.00	.00	.00	.00	.00	.00
31 Co. Assessor	244,017.05	147,338.60	391,355.65	168,332.86	223,022.79	15.70
32 Motor Vehicle Trust	384,846.00	2,222,050.85	2,606,896.85	2,258,917.00	347,979.85	.00
33 Use Tax Trust	.00	.00	.00	.00	.00	.00
34 City/County Special Assess.	11,294.70	13,749.45	25,044.15	20,202.34	4,841.81	.00
35 Tax Redemption Trust	16,906.15	225,368.89	208,462.74	220,904.23	12,441.49	.00
39 Records Management	16,893.99	1,738.65	18,632.64	.00	18,632.64	1,261.39
40 Emergency Medical Services	.00	111,530.51	111,530.51	110,956.00	574.51	.00
41 Economic Development	463,174.77	15,260.65	478,435.42	60,117.03	418,318.39	10,417.35
42 Mh-Dd Services Fund	4.26	.00	4.26	.00	4.26	.00
43 E911 Surcharge Fund	441,066.93	105,668.63	546,735.56	96,943.83	449,791.73	104,494.49
44 Debt Service -Non Voucher	.00	.00	.00	.00	.00	.00
45 County Sheriff Forfeiture Fund	1,809.24	46.82	1,856.06	.00	1,856.06	.00
46 ADLM Empowement Fund	133,001.78	263,634.60	396,636.38	276,180.66	120,455.72	3,435.18
47 Bangs	7.81	430.88	438.69	420.62	18.07	.00
48 Bankruptcy Acct	.00	.00	.00	.00	.00	.00
53 Credit Card Fees	.00	.00	.00	.00	.00	.00
54 Drivers License Trust	.00	29,648.00	29,648.00	29,648.00	.00	.00
55 Appanoose County Sewer Project	.00	.00	.00	.00	.00	.00
57 Prisoner Room & Board	101,166.86	1,689.25	102,856.11	.00	102,856.11	.00
58 Monies & Credits-Credit Unions	1,035.24	.00	1,035.24	.00	1,035.24	.00
59 E Commerce	219.00	1,308.00	1,527.00	1,266.00	261.00	.00
60 E Commerce from State	.00	.00	.00	.00	.00	.00
61 ADLM Agency Fund	.35	.00	.35	.00	.35	.00
62 Emergency Management Services	241,955.76	70,406.92	312,362.68	81,284.36	231,078.32	151.43
63 Haz-Mat	143,499.65	.00	143,499.65	5,114.23	138,385.42	.00
65 Economic Development	.00	.00	.00	.00	.00	.00
67 Future Tax Payments	52,422.00	25,875.59	78,297.59	.00	78,297.59	.00
68 Building Assets	43,660.79	.00	43,660.79	.00	43,660.79	.00
69 Sundown Lake RIZ	3,060.42	236,327.08	239,387.50	237,957.10	1,430.40	.00
70 Conservation Reserve Fund-CRP	60,015.65	21,534.86	81,550.51	29,304.59	52,245.92	.00
71 LOSST Revenue Bond Fund	1,305,395.21	643,636.26	1,949,031.47	423,400.00	1,525,631.47	.00
	13,862,193.58	15,728,547.63	29,590,741.21	16,283,922.14	13,306,819.07	194,542.72

Centerville, IA 52544

6/30/2024 Balance on Hand \$13,306,819.07

I, Jennifer Salstrand, Treasurer of Appanoose CountyTreasurer,
do hereby certify that the report given is a correct summary of the
business transacted by me as said during the period therein specified.

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 July, 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 \$257.36
29000-01000-4440-05-301	60% Transfer to Sheriff
	\$154.42

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

Signed: _____
Chairperson

AGIN009706 - Z. ELARTON - \$85.00
AGIN009750 - F. BILLS - \$51.00
AGIN009797 - E. SALDANA - \$17.00
FECR005965 - J. HORN - \$42.50
FECR006018 - J. MYERS - \$2.36
SRIN009473 - L. SHILTZ - \$59.50

Appanoose COUNTY, Pleasant TOWNSHIP

SUMMARY STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2023 thru June 30, 2024

Code of Iowa 369.23 Receipts and Expenditures - Annual Statement Each township clerk shall prepare, on or before September 30 of each year, a statement in writing, showing all receipts of money and disbursements in the clerk's office for each separate tax levy authorized by law for the preceding fiscal year, showing the current public debt of the township, and showing the balance as of June 30 of all separate reserve accounts held by the township, which shall be certified as correct by the trustees of the township. The statement shall be in a form prescribed by the county finance committee in consultation with the department of management. Each township clerk shall send a copy of this written statement to the county auditor no later than seven days after the statement is certified by the trustees. The county auditor shall post the statement or a summary of the statement in a prominent place in the building where the auditor's office is located. The county treasurer shall withhold disbursement of township taxes until the statement is filed with the county auditor. The county auditor shall notify the county treasurer if taxes are to be withheld.

	SUMMARY	TOWNSHIP FUNDS					TOTAL
		01 Cemetery	07 Fire	09 Spec Cemetery			
1							
2	BEGINNING FUND BALANCE JULY 1, <u>2023</u>	24,297.63	0	1724.20			26,021.83
	add (+)						
3	TOTAL REVENUE	7127.87	9496.46	0			16,630.27
	less (-)						
4	TOTAL DISBURSEMENTS	12,250.12	9496.46	0			21,746.58
	equals (=)						
5	ENDING FUND BALANCE JUNE 30, <u>2024</u>	19,184.37	0	1724.20			20,905.52
6	PUBLIC DEBT BALANCES AT YEAR END						
7	RESERVE FUND BALANCES AT YEAR END						

CERTIFICATION

To the County Auditor of the above-named County: We hereby certify that the above statements are correct as appears in the records of the township clerk.

Joan Mobley
Township Clerk
8-8-24
Date

John Wright
Wayne Wright
Joan Mobley
Township Trustees

FILED APP CO AUDITOR
AUG 12 '24 AM 10:53

Appanose COUNTY, Pleasant

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

1	STATEMENT OF DISBURSEMENTS		TOWNSHIP FUNDS					TOTAL
			01 Cemetery	07 Fire	09 Spec Cemetery			
2	DATE	DISBURSEMENTS DURING FISCAL YEAR						
3	7-6	Diadon Roof	500.00					500.00
4	6-14	Analysis SC	9.00					9.00
5	7-17	Diadon Roof	400.00					400.00
6	7-31	Analysis SC	9.00					9.00
7	8-1	Diadon Roof	400.00					400.00
8	8-13	Diadon Roof	400.00					400.00
9	8-14	Analysis SC	9.00					9.00
10	8-27	Diadon Roof	400.00					400.00
11	9-5	Diadon Roof	400.00					400.00
12	9-15	Analysis SC	9.00					9.00
13	9-24	Diadon Roof	400.00					400.00
14	10-16	Analysis SC	9.00					9.00
15	11-2	Diadon Roof	400.00					400.00
16	11-6	Red Dog Custom Fencing	5950.50					5950.50
17	11-14	Analysis SC	9.00					9.00
18	12-14	Analysis SC	9.00					9.00
19	12-26	Gard Chapel	660.00					660.00
20	1-16	Analysis SC	9.00					9.00
21	2-14	Analysis SC	9.00					9.00
22	3-26	John Shrock	300.00					300.00
23	3-26	John Wright	320.00					320.00
24	3-26	Trent Mobley	192.62					192.62
25	3-26	Wesley Wright	50.00					50.00
26	4-12	Analysis SC	9.00					9.00
27	4-28	Joe Sivells	680.00					680.00
28	6-3	Joe Sivells	680.00					680.00
29	6-14	Analysis SC	9.00					9.00
30	6-14	Analysis SC	18.00					18.00
31	6-30	Cincinnati Fire Dept.		9496.46				9496.46
32	TOTAL DISBURSEMENTS FROM ATTACHED PAGES							
33	TOTAL DISBURSEMENTS FOR YEAR		12,250.12	9496.46				21,746.58
34	ENDING FUND BALANCE 06/30/____	+ Cash on hand						
35		+ Checking	24,297.63	0	1724.20			26,021.83
36		+ Savings						
37		+ Other						
38			= Total					
39	TOTAL TO BE ACCOUNTED FOR		36,547.75	9496.46	1724.20			47,768.41
40	Total Disbursements + Ending Balance (must = Page R1 line 40)							

Appanoose COUNTY, Pleasant

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2023 thru June 30, 2024

1	STATEMENT OF RECEIPTS		TOWNSHIP FUNDS					TOTAL
			01 <u>Cemetery</u>	07 <u>Fire</u>	09 <u>Spec Cemetery</u>			
2								
3	BEGINNING FUND BALANCE 07/01/	+ Cash on hand						
4		+ Checking	<u>24,297.63</u>	<u>0</u>	<u>1724.20</u>			<u>26,021.83</u>
5		+ Savings						
6		+ Other						
7		= Total	<u>24,297.63</u>	<u>0</u>	<u>1724.20</u>			<u>26,021.83</u>
8	DATE	RECEIPTS DURING FISCAL YEAR						
9	<u>7-14</u>	<u>Appanoose Co. Treasurer</u>	<u>108.16</u>	<u>135.60</u>				<u>243.76</u>
10	<u>9-15</u>	<u>Appanoose Co. Treasurer</u>	<u>1286.53</u>	<u>1716.96</u>				<u>3003.49</u>
11	<u>10-13</u>	<u>Appanoose Co. Treasurer</u>	<u>2097.25</u>	<u>2799.18</u>				<u>4896.43</u>
12	<u>11-15</u>	<u>Appanoose Co. Treasurer</u>	<u>573.69</u>	<u>757.73</u>				<u>1331.42</u>
13	<u>12-15</u>	<u>Appanoose Co. Treasurer</u>	<u>327.71</u>	<u>437.28</u>				<u>764.99</u>
14	<u>1-12</u>	<u>Appanoose Co. Treasurer</u>	<u>10.47</u>	<u>13.97</u>				<u>24.44</u>
15	<u>2-15</u>	<u>Appanoose Co. Treasurer</u>	<u>18.73</u>	<u>24.98</u>				<u>43.71</u>
16	<u>3-15</u>	<u>Appanoose Co. Treasurer</u>	<u>323.66</u>	<u>432.04</u>				<u>755.70</u>
17	<u>4-15</u>	<u>Appanoose Co. Treasurer</u>	<u>1773.48</u>	<u>2366.94</u>				<u>4140.42</u>
18	<u>5-15</u>	<u>Appanoose Co. Treasurer</u>	<u>413.72</u>	<u>557.21</u>				<u>970.93</u>
19	<u>6-14</u>	<u>Appanoose Co. Treasurer</u>	<u>194.52</u>	<u>259.57</u>				<u>454.09</u>
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34								
35								
36								
37								
38	TOTAL REVENUE FROM ATTACHED PAGES		<u>7127.87</u>	<u>9496.46</u>				<u>16,624.33</u>
39	TOTAL REVENUE FOR YEAR		<u>7127.87</u>	<u>9496.46</u>				
40	TOTAL TO BE ACCOUNTED FOR (Beginning Balance + Total Revenue)		<u>31,425.50</u>	<u>9496.46</u>	<u>1724.20</u>			<u>42,646.16</u>



ALCOHOLIC
BEVERAGES
DIVISION
State of Iowa

State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

The Retreat Enterprises LLC

NAME OF BUSINESS(DBA)

The Retreat

BUSINESS

(641) 895-4228

ADDRESS OF PREMISES

17822 HWY J46

PREMISES SUITE/APT NUMBER

CITY

Centerville

COUNTY

Appanoose

ZIP

52544

MAILING ADDRESS

13908 510th St

CITY

Centerville

STATE

Iowa

ZIP

52544

Contact Person

NAME

Derek Stevens

PHONE

(641) 895-4228

EMAIL

vwilty873@gmail.com

License Information

LICENSE NUMBER

LC0040277

LICENSE/PERMIT TYPE

Class C Retail Alcohol License

TERM

12 Month

STATUS

Submitted
to Local
Authority

TENTATIVE EFFECTIVE DATE

Sep 9, 2024

TENTATIVE EXPIRATION DATE

Sep 8, 2025

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Retail Alcohol License



PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Derek Stevens	Centerville	Iowa	52544	owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
Founders Insurance Company	Sep 9, 2024	Sep 9, 2025
DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE
BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE

AGREEMENT CONCERNING ANIMAL SERVICES - COUNTY

This AGREEMENT CONCERNING ANIMAL SERVICES (this "Agreement") is made and executed this ____ day of _____, 2024, (the "Effective Date") by and among FUREVER FRIENDS RESCUE OF APPANOOSE, INC. an Iowa non-profit corporation ("Provider") and APPANOOSE COUNTY, an Iowa municipal corporation, (the "County").

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

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

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

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

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

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

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

of the incorporated municipalities. Those found in rural unincorporated areas of the county are the responsibility of the County.

- b. The sum of a one-time annual amount of \$10,000, for the Animal Control Services (the "Animal Control Fee"). The first payment of the Animal Control Fee is due on the first day of the Term, and the remaining payments shall be due on the 1st day of each consecutive month until the end of the Term; this shall include up to no more than 25 dogs impounded over the month-long period and based on kennel availability.
- c. Any additional dogs that need kenneling over the 25 dogs per month, based on availability of kennels, shall be charged to the County at a rate of \$100 per dog.
- d. An amount equal to Provider's then-current rates for the Veterinarian Services (the "Veterinarian Fees"). The Veterinarian Fees shall be paid on or before the date that is 30 days after the County receives a bill from Provider for the Veterinarian Services; and
- e. An amount equal to the Provider's cost for Worker's Compensation and Employer's Liability Insurance related to the Animal Control Services.

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

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

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

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

Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

COUNTY:

APPANOOSE COUNTY,
an Iowa Municipal Corporation

By: _____
Linda Demry, Chairwoman

Phone: 641.856-5512
Address:
201 N. 12th Street
Centerville, IA 52544
e-mail: ldemry@appanoosecounty.net

PROVIDER:

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

By: _____
Furever Friends Rescue of Appanoose, Inc.

Phone: 641.856.9455
Address:
19507 Highway 2
Centerville, IA 52544
e-mail: fureverfriends4pets@gmail.com

Exhibit A

Insurance Requirements

COVERAGE AND LIMITS

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

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

◆ OTHER REQUIREMENTS

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

◆ EVIDENCE OF INSURANCE REQUIRED BEFORE SERVICES BEGIN

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

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

◆ **INSURANCE REQUIRED FOR TERM**

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

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

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

◆ **ADDITIONAL INSURED STATUS**

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

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

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

◆ **ADDITIONAL INSURED STATUS**

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

Post-Election Audit Report / Auditor Certification

Sundown Lake R12 8/16/2024

Name / Date of Election

Appanoose

County Name

Vermillion Douglas Sharon Bellair

Precinct Name

Trustee 8/12/2024

Office Audited / Date of Audit

1. Audit Board Member Oath

I, [state your name], do solemnly swear or affirm that I will impartially, and to the best of my knowledge and ability, perform the duties of audit board member of this election, and will studiously endeavor to prevent fraud, deceit, and abuse in the conduct of the audit.

Audit board member signature

Kelli Clark

Audit board member signature

Dennis Beeson

Audit board member signature

Meyer White

Audit board member signature

Audit board member signature

2. Certification of Ballot Seals

The seal/seals on ballot container was/were intact with no evidence of tampering.

Auditor/designee signature

Kelli Clark

Audit board member signature

Dennis Beeson

Audit board member signature

Meyer White

Audit board member signature

Audit board member signature

Audit board member signature

3. Certification # Ballots Delivered to Audit Board

Ballots: election night tabulator report: _____

Ballots: counted/delivered to audit board: _____

Auditor/designee signature _____

Absentee & Special Voters Precinct only

Ballots: audit day tabulator report: _____

Ballots: counted/delivered to audit board: _____

Auditor/designee signature _____

Audit board member signature _____

Audit board member signature _____

Audit board member signature _____

Audit board member signature _____

Audit board member signature _____

4. Election Night Count of Votes (from Tally Book)

Votes

31

Candidate

David Tatman

Votes

9

Candidate

Kimberly K Knoll-Merviam

Votes

36

Candidate

Andrew Fuhs

Votes

Candidate

Write-Ins

0

Undervotes

2

Overvotes

0

Total votes

78

5. Audit Board Count of Votes

Votes 31

Candidate David Tatman

Votes 9

Candidate Kimberly K. Knall-Merriam

Votes 36

Candidate Andrew Fuhs

Votes

Candidate _____

Write-Ins _____

Undervotes 2


Overvotes

Total votes 78

6. County Auditor Certification of Ballots Counted/Returned

Ballots counted/returned from audit board 11 39

Auditor/designee signature

audit board: 

7. Audit Board Certification

We performed a post-election audit of all ballots cast in the above precinct and election and hereby certify the results to the county auditor. We further certify that we have resealed the audited ballots, pursuant to Iowa law, and have transferred custody back to the county auditor.

Audit board member signature

Kelli Clark

Audit board member signature

Dennis Beers

Audit board member signature

Mayer White

Audit board member signature

Audit board member signature

2024 County Auditor Election Certification

As County Auditor, I hereby certify I have performed the following duties regarding the preparation for and conduct of the above election:

7/23/2024
Date

7/23/2024
Date

7/17/2024
Date

3/11/2024
Date

- 1) I performed and/or supervised the testing of the voting equipment, as required under Iowa Code Section 52.35
- 2) I conducted and/or supervised the training course for all election personnel, as required under Section 49.124
- 3) I published or caused to be published the required notices as required under Section 49.53
- 4) Polling places were inspected and met accessibility standards, as required under section 49.21
- 5) I complied with administrative rules adopted by the Secretary of State under Chapter 52, including having a written voting security plan
- 6) I have notified the Secretary of State of each suspected incidence of election misconduct that I have referred to other agencies or law enforcement for investigation
- 7) I have immediately informed the Secretary of State's Office when I had a belief that a cybersecurity incident or data breach had occurred OR I hereby certify that I have no reason to believe that a cybersecurity incident or data breach has occurred in my county

County name

Appanoose

Name / date of election

Sundown Lake R12 8/6/2024

Certification date:

8/12/2024

County Auditor signature

Wally Howard

STANDARD ROAD PLANS

STANDARD ROAD PLANS ARE LISTED ON SHEET 10.

SECTION 404 PERMIT AND CONDITIONS

281-1
MODIFIED

CONSTRUCT THIS PROJECT ACCORDING TO THE REQUIREMENTS OF U.S. ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT 14. NATIONWIDE PERMIT 14 CONDITIONS CAN BE FOUND AT <http://www.myr.usace.army.mil/Missions/Regulatory/Permits/>. THE U.S. ARMY CORPS OF ENGINEERS RESERVES THE RIGHT TO VISIT THE SITE WITHOUT PRIOR NOTICE.

IOWA DOT

PLANS OF PROPOSED IMPROVEMENT ON THE
FARM TO MARKET SYSTEM

APPANOOSE COUNTY

PROJECT NO. BROS-C004(105)--5F-04

BRIDGE REPLACEMENT - PPCB

ON 200TH AVE, OVER WALNUT CREEK, FROM 477TH
STREET S 0.7 MILES TO CLARKDALE BRIDGE S14 T69 R18

REFER TO THE PROPOSAL FORM FOR LIST OF APPLICABLE SPECIFICATIONS.

THIS PROJECT IS COVERED BY THE IOWA DEPARTMENT OF NATURAL RESOURCES NPDES GENERAL PERMIT NO. 2. THE CONTRACTOR SHALL CARRY OUT THE TERMS AND CONDITIONS OF GENERAL PERMIT NO. 2 AND THE STORM WATER POLLUTION PREVENTION PLAN WHICH IS A PART OF THESE CONTRACT DOCUMENTS. REFER TO SECTION 2602 OF THE STANDARD SPECIFICATIONS FOR ADDITIONAL INFORMATION.

MILEAGE SUMMARY

LOCATION	LN.FT.	MILES
STA. 24+75.00 TO STA. 33+80.00	905.00	0.1714
BRIDGE AT STA. 29+35.00	188.83	0.0318
TOTAL NET LENGTH OF PROJECT (GRADING)	738.17	0.1398

2022, TRAFFIC COUNT = 160 V.P.D.

INDEX OF SEALS

SHEET NO.	NAME	TYPE
7	DAVID LOGDMANN	GEOTECHNICAL
P10L	JAMES S. NELSON	STRUCTURAL DESIGN
1130 STANDARDS	JAMES S. NELSON	STRUCTURAL DESIGN

UTILITY CONTACTS

COMPANY	UTILITY	CONTACT	PHONE #
ALLIANT ENERGY	ELECTRIC	-	800-255-4268
-	-	-	-
-	-	-	-

DRAWING APPROVAL

ALL SHOP DRAWINGS AND FALSEWORK DRAWINGS THAT REQUIRE APPROVAL SHALL BE SUBMITTED TO AND APPROVED BY THE CONTRACTOR WHO SHALL STAMP, CERTIFY OR PROVIDE OTHER SUCH EVIDENCE ON THE DRAWINGS THAT THEY HAVE RECEIVED CONSTRUCTION APPROVAL. THE APPROVED DRAWINGS SHALL THEN BE SUBMITTED TO CALHOUN-BURNS AND ASSOCIATES, INC. FOR REVIEW AND APPROVAL.

ADDRESS : 1500 30TH STREET
WEST DES MOINES, IOWA 50266
TELEPHONE : (515) 224-4344
FAX : (515) 224-1365

SHOP DRAWINGS SHALL BE UNDEPENDENT DRAWINGS WITH ADEQUATE DIMENSIONING FOR FABRICATION OF INDIVIDUAL PIECES OF EACH COMPONENT. PHOTOGRAPHS OF PLAN DRAWINGS AND NON-CONTRACTOR APPROVED PLANS WILL BE REJECTED. THESE DRAWINGS SHALL NOT BE SENT TO IOWA D.O.T. OFFICE OF BRIDGES AND STRUCTURES.

PROJECT NO. BROS-C004(105)--5F-04
FHWA NO. 065450
COUNTY BR. NO. 981405

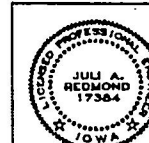
TOTAL SHEETS
18

INDEX OF SHEETS

1. TITLE SHEET
- 2.-3. QUANTITY SUMMARY
4. SITUATION PLAN
5. GENERAL NOTES
6. POLLUTION PREVENTION PLAN
- 7.-8. SOUNDING DATA
9. SUPERSTRUCTURE DETAILS
10. TYPICAL SECTION AND TABULATIONS
11. TABULATIONS
12. PLAN & PROFILE
- 13.-18. CROSS SECTIONS

STANDARD	LATEST REVISION
N30-01-04	04-13
N30-01A-04	04-13
N30-02-04	04-13
N30-03-04	04-13
N30-04-04	04-13
N30-05-04	04-13
N30-07-04	07-10
N30-08-04	07-15
N30-10-04	05-11
N30-34-04	07-10
N30-35-04	07-10
N30-36-04	07-10
N30-42-04	07-10
N30-43-04	03-11
N30-44-04	08-12
N30-47-04	04-13
N30-48-04	09-14
P10L	03-22

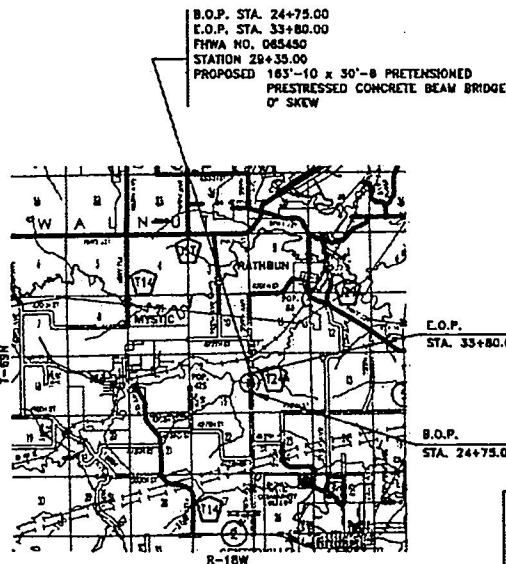
THESE SHEETS MAY BE OBTAINED AT THE ELECTRONIC REFERENCE LIBRARY WEBSITE. <http://www.iowadot.gov/ert/index.html>



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.
Juli A. Redmond DATE: 5/16/24
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024.
PAGES OR SHEETS COVERED BY THIS SEAL:
1-6 AND 9-18 OF 18

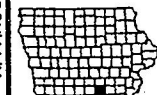
APPROVED: *[Signature]* 8/12/24
APPANOOSE COUNTY ENGINEER DATE

BOARD OF SUPERVISORS DATE



PROJECT LOCATION

1 MI. 0 1 MI. 2 MI.



IOWA
DEPARTMENT OF TRANSPORTATION
Highway Division
PLANS OF PROPOSED IMPROVEMENTS ON THE
FARM-TO-MARKET SYSTEM
APPANOOSE COUNTY

PROJECT NO. HSIP-SWAP-C004(129)--FJ-04

PAVEMENT MARKINGS
PORTIONS OF T20, T30

PROJECT LOCATION

DIVISION 1 HWY T20 - On T20 from SCL Cincinnati to Missouri State Line
DIVISION 2 HWY T30 - On T30 from IA-5 to Missouri State Line

Refer to the Proposal Form for list of applicable specifications.

PROJECT NUMBER: HSIP-SWAP-C004(129)--FJ-04
TOTAL SHEETS: 05**INDEX OF SHEETS**

NO.	DESCRIPTION
A.01	TITLE SHEET
C.01-C.04	ESTIMATED QUANTITIES AND GENERAL INFORMATION

PROJECT TRAFFIC CONTROL PLAN

THROUGH TRAFFIC WILL BE MAINTAINED DURING CONSTRUCTION. LOCAL TRAFFIC TO ADJACENT PROPERTIES WILL BE MAINTAINED AS PROVIDED FOR IN ARTICLE 1107.08, 2023 STANDARD SPECIFICATIONS PLUS CURRENT SUPPLEMENTAL SPECIFICATIONS. TRAFFIC CONTROL DEVICES, PROCEDURES, LAYOUTS, SIGNING, AND PAVEMENT MARKINGS INSTALLED WITHIN THE LIMITS OF THIS PROJECT SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" AS ADOPTED BY THE DEPARTMENT PER 761 OF THE IOWA ADMINISTRATIVE CODE (IAC) CHAPTER 130.

**STANDARD ROAD PLANS**

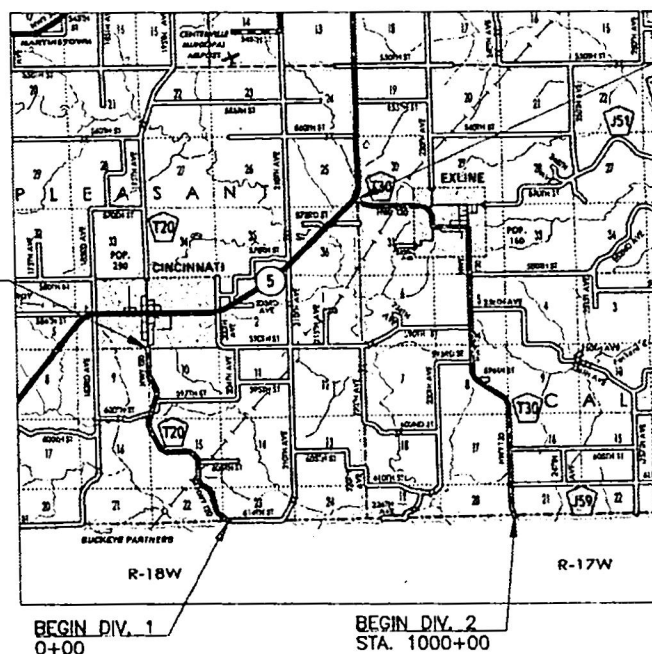
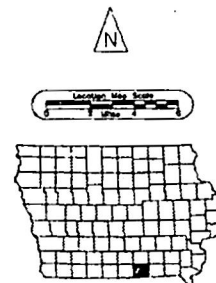
The following Standard Road Plans apply to construction work on this project.

Number	Date	Title
PV-12	04-16-24	Milled Shoulder Rubble Strips
PM-110	10-15-24	Line Types
PM-115	10-15-24	Grooving for Line Types
TC-231	04-18-23	Slow Moving Vehicle Operating In The Traffic Lane
TC-233	10-17-17	Pavement Marking Operations Two-Lane

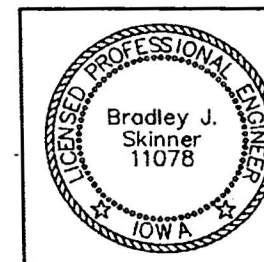
MILEAGE SUMMARY

Div.	Location	Ln. Ft.	Miles
1	Sta 0+00 to 165+62	16,562	3.14
2	Sta 1000+00 to 1325+20	32,520	6.16
Total Net Length of Project		49,082	9.30

BOARD OF SUPERVISORS

END DIV. 2
STA. 1325+20END DIV. 1
STA. 165+62

2018 TRAFFIC COUNT = HWY S70 500-420 VPD
HWY J18 1,370-740 VPD
HWY J29 1020-880 VPD



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA

Signature: *Bradley J. Skinner* Date: 01/31/24
Signature: Bradley J. Skinner P.E. & L.S. (11078)
My license renewal date is 12-31-24
Pages or sheets covered by this seal: 1-5
5 TOTAL SHEETS

July 2022

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

RECIPIENT: Appanoose County

Project No: BROS-C004(105)—5F-04

Iowa DOT Agreement No: 5-23-HBP-S-018

CFDA No. and Title: 20.205 Highway Planning and Construction

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

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

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

Under this agreement, the parties further agree as follows:

1. The RECIPIENT shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Christy VanBuskirk, and the Central Region Local Systems Field Engineer, Brian J. Catus. The RECIPIENT's contact person shall be the County Engineer.
3. The RECIPIENT shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 65450
 - B. Location: On 200th Avenue over Walnut Creek
 - C. Preliminary Estimated Total Eligible Construction Costs: \$1,400,000
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the DEPARTMENT. Within the eligible project construction limits, eligible project activities will be limited to actual construction costs.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. 100% of the eligible construction project costs incurred after the effective date of this agreement shall be paid from County HBP funds. The RECIPIENT shall pay 100% of the non-eligible project costs. Reimbursed costs will be limited to County HBP funds that are made available to counties through the HBP Funds outlined in 761 Iowa Administrative Code, Chapter 161 and Local Systems Instructional Memorandum (I.M.) 1.100 in place at the time of this agreement being fully executed.
7. The RECIPIENT shall pay for all project costs not reimbursed with Highway Bridge Program funds.

8. The RECIPIENT shall let the project for bids through the DEPARTMENT.
9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
11. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the DEPARTMENT.
12. The project shall be let to contract within 3 years of the date this agreement is approved by the DEPARTMENT. If not, this agreement may become null and void, unless the RECIPIENT submits a written request for extension to the DEPARTMENT at least 30 days prior to the 3-year deadline. If approved, this agreement may be extended for a period of time as determined by the DEPARTMENT, but not less than 6 months.
13. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below.

RECIPIENT: Appanoose County

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

County Auditor

Chair, Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration

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

Date _____

EXHIBIT 1

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

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

1. General Requirements.

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

- iii. The DEPARTMENT's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

2. Programming.

- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at usaspending.gov.
- c. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in I.M. 1.200, Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

3. Design and Consultant Services

- a. The RECIPIENT shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the DEPARTMENT in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits.

- a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.020, Concept Statement Instructions; 4.020, NEPA Process; 4.110 Threatened and Endangered Species; and 4.120, Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. 4.170, Farmland Protection Policy Act.

- c. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa DEPARTMENT of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the procedures in I.M. 4.130, 404 Permit Process; 4.140, Storm Water Permits; 4.150 Iowa DNR Floodplain Permits and Regulations; 4.190, Highway Improvements in the Vicinity of Airports or Heliports; and 4.160, Asbestos Inspection, Removal, and Notification Requirements.
- d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed \$100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

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

- a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau Local Public Agency Manual. The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even though no Federal funds are used for right-of-way activities. If Federal-aid will not be used in the cost of acquiring right-of-way, acquisition activities may begin prior to FHWA Environmental Concurrence. However, such acquisitions cannot affect the National Environmental Policy Act (NEPA) decision making process.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way and I.M. 3.680, Federal-aid Projects Involving Railroads.
- c. The RECIPIENT shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT's Policy for Accommodating Utilities on Primary Road System. The RECIPIENT should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement.

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

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

- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in I.M. 5.120, Local Letting Process - Federal-aid.
- d. The RECIPIENT shall forward a completed Project Development Certification (Form 730002) to the DEPARTMENT in accordance with I.M. 3.710, Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.
- e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract award.

7. Construction.

- a. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the DEPARTMENT, the project shall be constructed under the DEPARTMENT's Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the RECIPIENT shall provide materials testing and certifications as required by the approved specifications.
- e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per Materials I.M. 103, Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The RECIPIENT shall follow the procedures in I.M. 6.000, Construction Inspection, and the DEPARTMENT's Construction Manual, as applicable, for conducting construction inspection activities.

8. Reimbursements.

- a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. Reimbursement claims shall be submitted on forms identified by the Department along with all required supporting documentation. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been

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

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

9. Project Close-out.

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