

OFFICE OF THE

Appanoose County Auditor

KELLY HOWARD

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

Phone (641) 856-6191
auditor@appanoosecounty.net

Meeting Agenda
March 17, 2025

The Appanoose County Board of Supervisors will meet Monday, March 17, 2025 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/Approve agenda
3. Approve minutes of the March 3, 2025 meeting
4. Approve reports (3/14 payroll & Prisoner Room & Board Transfer 11/24, 1/25 & 2/25)
5. Approve bills
6. Approve liquor licenses: Louies Lakeside Bistro (pending dram)
7. County Attorney Ty Stewart: Honey Creek Resort
8. Bill Cortesio: TIF
9. 9:10 A.M. Public Hearing for Tax Sale #3254 (Coal in W ½ 320 acres 13,69,18) Parcel 301261003540000
10. Approve Resolution 2025-11: Tax Sale #3254
11. Approve Iowa Department of Management Memorandum of Understanding (IT Services)
12. Terry Sivetts: Dust Control Policy
13. Dust Control policy
14. Approve Bond to Insure Against Double Payment: Emergency Services Marketing Check #64076 \$3,546
15. Accept Deputy Treasurer Resignation: Misty Cardani effective March 13th
16. Approve Notice of Destruction of Noxious Weeds
17. Approve Resolution 2025-12: Secondary Roads Quarterly Transfer \$239,295.50
18. County Engineer report
 - a. Approve the Traffic Safety Improvement Program (TSIP) Funding Agreement for four (4) speed feedback signs in Unionville.
19. Public Comments
20. Adjourn

Join Zoom meeting Online:

<https://zoom.us/j/6578806191?pwd=zxhtModzmQTn7WKa79RVJrQ7jDfA8R.1&omn=99701628053>

Or dial-in: (312) 626-6799

Meeting ID: 657 880 6191

Passcode: 1fQX33

Posted 3/12/25

March 3, 2025

Appanoose County Board of Supervisors met in regular session March 3, 2025, at 9:00 A.M. in the Boardroom of the Courthouse. Present: Jeff Kulmatycki, Chairman, Dustin Harvey, and Scott Buban, Boardmembers. Absent: none.

The meeting started with the pledge.

Add dust control discussion to agenda. Harvey motioned to approve the amended agenda. Seconded by Buban. All voted aye.

Buban motioned to approve the minutes of the February 18, 2025 meeting. Seconded by Harvey. All voted aye.

Buban motioned to approve 2/28 payroll and Wells Township Financials. Seconded by Harvey. All voted aye.

Harvey motioned to approve the bills. Seconded by Buban. All voted aye.

ADLM EM	Contrib. & Purchase Serv	13625.00
Alliant	Electric Light & Power	447.09
Amazon	Law Enf. Equip & Weapons	69.35
App Co Auditor	Off. Supplies & Forms	35.00
Sec Rds	Off. Equip Repair & Maint	99.05
Arrowhead Forensics	Law Enf. Equip & Weapons	139.50
Bailey Off	Off. Supplies & Forms	87.55
Barco	Engineering Services	6950.00
Bob Barker	Jail Equip. & Furniture	136.12
BP Business Solns	Transportation	76.81
Bratz Oil	Mileage & Transp. Expense	162.06
Capital One	Law Enf. Equip & Weapons	511.64
Capital Sanitary Supply	Off. Supplies & Forms	146.69
Cville Iron	Engineering Services	197.34
Central IA Det	Juvenile Detention & Shel	15.00
Cville Wtrwks	Water & Sewer	8175.21
Dakota Forensic Consulting	Legal Serv. Dep-Subp-Tran	600.00
Design House Plus	Off. Supplies & Forms	180.03
Diagnostic Imaging	Medical & Health Services	32.00
ESRI	Engineering Supplies	1620.00
First National Bank	Off. Supplies & Forms	39.99
Flags Importer	Care of Soldiers Graves	360.04
Fogle TV	Equip. Parts & Supplies	13.98
GreatAmerica	Off. Equip Repair & Maint	437.24
Gullett Fence	Bridge & Culvert Maint.	4985.00
Hamilton Produce	Engineering Services	14.13
Hills San	Garbage Serv	525.00
Housby Mack	Engineering Services	85.51
K Howington	Mileage & Transp. Expense	508.28
IACCVSO	Contract Services	75.00
Impressive Designs	Off. Supplies & Forms	24.00
Independent Salt	Engineering Services	1111.93
Iowa Bridge & Culvert	Engineering Services	25987.72
IA Media Network	Typing-Print.-Bind.Serv.	148.63
IA ME	Medical & Health Services	4124.00
Kimball	Engineering Services	241.52
R Lamb	Medical & Health Services	602.43
Landings	Rent Payments	600.00
K Laurson	Off. Equip Repair & Maint	49.86
Linn Co Auditor	Medical & Health Services	503.66

Mercy Med Ctr	Medical & Health Services	5826.80
MMIT	Off. Supplies & Forms	148.73
Numa Towing	Engineering Services	130.00
O'Reilly	Vehicle Repair & Maintce	40.78
Oaktree Estates	Rent Payments	405.12
Official Pest Control	Extermination Services	120.00
Petty C-Sheriff	Law Enf. Equip & Weapons	77.51
Phelps Uniform	Engineering Services	81.94
PowerPlan	Engineering Services	120.83
Quill	Off. Supplies & Forms	43.99
Rathbun Area Properties III	Rent Payments	425.00
G Roefer	Medical & Health Services	500.00
M Sias	Salary-Regular Employees	1129.17
Sirchie	Jail Equip. & Furniture	217.50
SJ Smith Co Inc	Engineering Services	395.81
Soap Creek Watershed	Flood & Erosion	5186.00
Solutions	Off. Supplies & Forms	2985.26
Stivers Midwest Pro	Motor Vehicle	2930.25
D Sturms	Mileage & Transp. Expense	256.30
D Sulser	Engineering Services	129.95
Thomas Funeral Home	Funeral Services	900.00
US Bank	Off. Supplies & Forms	1652.37
US Cellular	Telephone & Telegr.Serv.	382.47
Verizon	Engineering Supplies	160.04
Walker Welding	Engineering Services	175.66
Windstream	Telephone & Telegr.Serv.	1674.76
J Wray	Rent Payments	650.00
Xerox	Off. Supplies & Forms	292.61
Yutzy Repair	Engineering Services	36.52
Ziegler	Engineering Services	9279.40
Grand Total		110098.13

Bubán motioned to approve the liquor licenses for Rathbun Marina and Nathan's Lakeside Grill. Seconded by Harvey. All voted aye.

Bill Cortesio discussed TIF and asked what the schedule is for TIF's.

Harvey motioned to approve the Data Grant Agreement for Iowa DOT. Seconded by Bubán. All voted aye.

Harvey motioned to set the public hearing for the FY26 Proposed Property Tax Levy for April 7, 2025 at 8 A.M. Seconded by Bubán. All voted aye.

Harvey motioned to approve Resolution 2025-10. Seconded by Bubán. All voted aye.

Resolution # 2025-10

WHEREAS, it has been determined by the Board of Supervisors of Appanoose County, Iowa, that Tax Sale #3254: Coal located in West one-half 320 Acres of Section 13, Township 69, Range 18, Appanoose County, Iowa except Parcel "A" located in SWSW Section 13, Township 69, Range 18 is no longer needed for the purpose for which it was acquired by the County and it is in the best interest of the county that said property be sold:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF APPANOOSE COUNTY, IOWA;

1. That a public hearing be held March 17, 2025 at 9:10 A.M. in the Appanoose County Courthouse to consider the sale of the above-described property upon motion by Harvey and seconded by Bubán.

2. That following the public hearing an auction will be held in which the property will be sold to the highest bidder with the county reserving the right to accept or reject any or all bids; who will also pay the current year's taxes, the cost of publication of this notice and the cost of recording the deed.
3. That the Appanoose County Auditor is hereby authorized and directed to publish a notice of public hearing on said proposal to convey and sell property no less than four nor more than twenty days prior to that date of such hearing.
4. This resolution shall become effective upon its passage and publication.

Passed and adopted this 3rd day of March 2025.

APPANOOSE COUNTY BOARD OF SUPERVISORS

Ayes:/s/ Jeff Kulmatycki, Dustin Harvey, Scott Buban Nays: none

ATTEST: /s/ Kelly Howard, County Auditor

There was public discussion regarding the dust control policy. No action taken. Buban requested a vote to repeal the policy at the next meeting (3/17).

Harvey motioned to approve the purchase of a new motor grader. Seconded by Buban. All voted aye.

Harvey motioned to approve the hiring of Misty Cardani as Secondary Roads Office Manager with a beginning wage of \$26.22/hour starting 3/17/2025. Seconded by Buban. All voted aye.

County Engineer, Brad Skinner, provided the final costs for BROS-C004(121)-8J-04 and BROS-C004(122)-5F-04. No action taken.

Harvey motioned to approve the 28E sharing ownership of a HydroSeeder with Wapello County. Seconded by Buban. All voted aye.

Skinner provided an update to the board. The roads are firm but the outside edges are soft. Roads are generally good. There's a storm coming which could cause some soft spots. The Clarkdale bridge has been removed and they are driving pilings. They assisted the Centerville Fire Department on Friday with a brush fire on J46.

Public Comments: There were no public comments.

The Board adjourned to meet the call of the Auditor at 10:36 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

DISTRICT COURT OF APPANOOSE COUNTY IOWA

REPORT OF FEES COLLECTED
PRISONER ROOM AND BOARD

To the Board of Supervisors of Appanoose County:

I, Sara Oden, Clerk/clerk's Designee of the District Court of the above named County and State, do hereby certify that the following is a true and correct statement of the fees collected by the Clerk of Court for the month of ~~December~~^{November}, 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 \$254.99
29000-01000-4440-05-301	60% Transfer to Sheriff
	\$152.99

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

Signed: _____
Chairperson

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 January, 2025, 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	\$280.44
29000-01000-4440-05-301	60% Transfer to Sheriff	\$168.26

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

Signed: _____
Chairperson

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 February, 2025, 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 \$502.00

29000-01000-4440-05-301 60% Transfer to Sheriff
 \$301.20

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

Signed: _____
 Chairperson



State of Iowa

Alcoholic Beverages Division

Pending
Dram Ins.

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
The Rat Pack, Inc.	Louies lakeside Bistro BBQ	(515) 371-5599		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
21646 Marina Place	Suite 1	Moravia	Appanoose	52571
MAILING ADDRESS	CITY	STATE	ZIP	
21646 Marina Place	Moravia	Iowa	52571	

Contact Person

NAME	PHONE	EMAIL
Tim Holmes	(515) 371-5599	tholmes57@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0042440	Class C Retail Alcohol License	12 Month	Pending Dramshop Review

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Apr 1, 2025	Mar 31, 2026	

SUB-PERMITS

Class C Retail Alcohol License

RESOLUTION 2025-____

SALE OF COUNTY'S INTEREST IN CERTAIN REAL PROPERTY

WHEREAS, Appanoose County has an interest in certain real property legally described as follows:

Parcel #301261003540000

Coal located in West one-half 320 Acres of Section 13, Township 69, Range 18 , Appanoose County, Iowa except Parcel "A" located in SWSW Section 13, Township 69, Range 18.

WHEREAS, Appanoose County is desirous of disposing of its interest in the above legally described property by transferring ownership to: _____

_____ dollars
in the amount of _____ all its right, title, interest, estate, claim and demand, in the above described real estate.

WHEREAS, the Board is desirous of disposing of the County's interest in the real property as required by Iowa Code Section 331.361; has held a public hearing on the proposed property sale in accordance with Iowa Code Section 331.305; has published notice of the time and place of the public hearing on the proposed property sale; and has solicited public comment and input on the proposed property sale prior to finally acting on such proposal.

NOW, THEREFORE, BE IT RESOLVED that payment is due by the close of business on the day of passage of this resolution or this sale is null and void and this resolution shall be rescinded.

BE IT FURTHER RESOLVED that, after a public hearing on the matter, the Appanoose County Board of Supervisors resolves to execute a Quit Claim Deed to transfer any ownership it may have to the owner(s) named above, all its right, title, interest, estate, claim and demand, in the above described real estate in Appanoose County, Iowa.

PASSED AND APPROVED this 17th day of March, 2025

Jeff Kulmatycki

Chairman, Board of Supervisors

ATTEST:

Kelly Howard, Appanoose County Auditor

Tax Sale Process

The opening bid must be collected. The name and address provided below will appear on the deed

Name: Sixty LLC

Address: 20502 490th St, Centerville, IA 52544

The Board of Supervisors will set the public hearing to sell the property on: 3/3/2025

The public hearing will be on: 3/17/2025

You must be present at the public hearing and pay the amount due by the end of the day in the Auditors Office.

Amount Due following the tax sale:

Taxes	77.00
Publication	17.23
Recording	12.00
	<u>106.23</u>
Bid	<u>35.00</u>
Total Due	<u></u>

Return Deposit Yes/No
Deposit kept Yes/No

Make checks payable to Appanoose County

Treasurer Deposit: 01000-08000-4200-02-419



Department of
Management

State of Iowa Agreement
Agreement Declaration and Execution

1. Agreement – General Information and Term			
Agreement #		2025-MOU-7411	
Title of Agreement (“Agreement” or “MOU”)		Enhanced Security Services	
Start Date		3/1/2025 or Date of Last Signature	
End Date		June 30, 2026	
Number of Renewals		0	
2. Customer Information			
Customer Name (hereafter “Customer”):		Appanoose County	
Address:		<u>Main Address:</u> Appanoose, County, IA 201 N 12th St Centerville, IA 52544	<u>Contact:</u> khoward@appanoosecounty.net
3. Agency Information			
Issuer:		State of Iowa, Department of Management (“DOM”)	
Deputy Chief Information Security Officer (Deputy CISO):		Rick Groom	rick.groom@dom.iowa.gov 515-348-6169
Addresses:		<u>Contact and Billing Address:</u> Dept of Management Attn: Business Services 200 E. Grand Avenue, Ste.100 Des Moines, IA 50309 E: ITContracts@dom.iowa.gov	<u>Main and Formal Notices Address:</u> Iowa Department of Management Attn: Office of General Counsel 1007 E Grand Ave G13 Des Moines, IA 50319 email: domlegalnotices@iowa.gov
4. Master Agreement Summary			
Through this Agreement, entered into pursuant to authority under Iowa Code chapter 8, DOM will make Information Technology Services available to the Customer, including services designed to guard against cyber-attacks that could adversely impact Customer’s ability to deliver mission-critical services, threaten lifeline critical infrastructure, or otherwise negatively impact the public health, safety, and welfare. This Agreement establishes the terms and conditions pursuant to which DOM provides these Enhanced Security Services (“ESS”). This includes the current Endpoint Detection and Response (“EDR”) software used to secure devices. This Agreement supersedes and replaces any pre-existing Agreement between the parties for the provision of similar services.			

5. Terms & Conditions

1. This Agreement and all attachments and external documents identified below are incorporated by this reference and together comprise the terms and conditions governing the relationship between the Parties, to be interpreted in the following order of precedence:
 - A. The following terms are incorporated by reference:
 - i. The IRS Publication 1075 Exhibit 7, which may be updated from time to time to conform with applicable laws, a current version of which is available at: <https://dom.iowa.gov/media/302>;
 - ii. The IT Business Associate Agreement ("BAA"), which may be updated from time to time to conform with applicable federal laws, a current version of which is available at: <https://dom.iowa.gov/media/300>;
 - iii. IT Qualified Service Organization document, available at: <https://dom.iowa.gov/media/301>;
 - iv. CJIS Security Policy, available at: <https://le.fbi.gov/cjis-division/cjis-security-policy-resource-center>
 - B. The text of this Agreement;
 - C. Any Attachment or Exhibit to this Agreement;
 - D. General Terms for Cybersecurity Services, available at: <https://dom.iowa.gov/media/304>;
2. **Amendment of Attachments.** Attachments may be amended from time to time. Updated versions of the attachment will be posted at <https://dom.iowa.gov/state-government/information-technology/contracts-sourcing-and-vendor-management> and electronic notice of the amended attachment will be provided to the Customer. The Customer shall be deemed to have accepted the updated Attachment unless the Customer provides notice of its non-acceptance in accordance with the Notice provisions of the Agreement within thirty (30) days.
3. **Term and Termination.** The term of this Agreement shall be as stated in the table above unless terminated earlier in accordance with this provision. This Agreement will begin on the Start Date and expire on the End Date unless otherwise terminated by the parties as set forth below:
 - A. **Termination by Customer.** This Agreement is non-cancellable during the Term.
 - B. **Termination by DOM.** DOM may terminate this Agreement upon ninety (90) days' notice with or without cause. Noncompliance with the terms in Attachment B may result in immediate termination of this Agreement
 - C. **Effect of Termination.** Effective immediately upon notice of termination, the Customer agrees to uninstall any and all Third Party software installed on the Customer's devices pursuant to this Agreement. DOM will cease monitoring the Customer's environment thirty (30) days after the notice of Termination or upon expiration of this Agreement, whichever is earlier.
4. **Services & Pricing.** The goods and services provided pursuant to this Agreement are set forth in Attachment A.
 - A. **Pricing.** There is no cost associated with the provision of services described hereunder.



Department of
Management

State of Iowa Agreement Agreement Declaration and Execution

B. Authorized Utilization. The Customer is entitled to install EDR software on Customer devices up to the number of authorized installations identified in Attachment A.

i. Additional Installations. Absent an amendment, the Customer may not exceed the not-to-exceed installation number. Please contact the Deputy CISO at the DOM Notice Email Address to receive the Installation Change Order Form.

ii. Reducing Installations. Authorized Installations may be reduced during the term of the Agreement. In the event of reductions in Authorized Installations, the Customer must notify DOM within 30 days. Please contact the Deputy CISO at the DOM Notice Email Address to receive the Installation Change Order Form.

6. Signatures

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties have caused their respective duly authorized representatives to execute this Agreement, which is effective as the latest date shown: THE "START DATE" OR THE DATE BELOW SIGNED BY THE STATE OF IOWA.

Customer Name	State of Iowa
Appanoose County	Department of Management
Authorized signature:	Authorized signature:
Date:	Date:
Printed Name:	Printed Name: Brad Horn
Title:	Title: Department of Management General Counsel
Address:	Address: Iowa Department of Management 200 E. Grand Avenue, Ste.100 Des Moines, IA 50309
Email:	Email: brad.horn@dom.iowa.gov

Attachment A: Services & Pricing

List of Goods and/or Services Provided to Customer

Service: Enhanced Security Services

- 24/7 Security Operations Center monitoring
- EDR software

Authorized Installations: 50

Category: Security

Description: This service will provide next-generation Endpoint Detection and Response (EDR) for managed endpoints, including PCs, servers, and other devices. The EDR platform is designed to prevent a wide range of known and unknown malware and threats and to provide protection from such threats. Further, it provides the ability to investigate and remediate incidents that evade protection controls. Additionally, this service includes 24x7 around-the-clock security monitoring and incident response positioned to appropriately respond to cybersecurity threats against the protected endpoints.

For Customers who are counties: Pursuant to Iowa Code section 47.1(8) and Iowa Admin. Code rule 721-29.4(4), county auditor offices must participate in DOM cybersecurity services. Other county offices may participate in the same services but are not compelled to do so.

Attachment B: Obligations of the Parties**Through this Agreement, Customer agrees to:**

1. Install the EDR software on other Customer-issued devices up to the Authorized Installations as referenced in Attachment A. If the Customer is a County Auditor's office, install the EDR software on all county-issued devices in the County Auditor's office.
2. Install the EDR software only on operating systems that are officially supported by the selected EDR software.
3. Inquire with the DOM Security Operations Center ("SOC") to confirm that, for each installation, the SOC can see the computer on the SOC monitoring tools. Inquiries must be by email sent to: soc@iowa.gov.
4. Assist DOM staff in evaluating EDR logs during the phased implementation of the EDR tool and remediating identified issues.
5. Evaluate installation reports provided periodically by DOM throughout the Term to ensure that appropriate devices in Customer facilities are protected with EDR software.
6. Work with DOM staff to respond to security incidents by providing information or access as necessary to ensure they are fully addressed and remediated.
7. Uninstall DOM-provided EDR software at the end of the Agreement or as otherwise directed by DOM.

Through this Agreement, DOM agrees to:

1. Provide EDR software to Customer so that Customer can install the EDR tool on all devices in the County Auditor's office and up to the Authorized Installations referenced in Attachment A.
2. Respond to Customer inquiries concerning the installed status of EDR software on specific devices.
3. Provide logs to the Customer during the phased implementation of the EDR software and consult with the Customer concerning the logs to either provide guidance on the remediation of log entries or to whitelist the activity within the EDR monitoring tool.
4. Provide installation reports to Customer at least yearly so that Customer can determine whether or not EDR software is installed within Customer facilities up to the Authorized Installations referenced in Attachment A.
5. Work with Customer staff on an ongoing basis to evaluate security incidents identified by the EDR tool or otherwise.
6. Work with Customer staff in response to any security breach identified to provide Customer the necessary information and guidance so that Customer can respond to and remediate any security breach. This Agreement does not cover additional response and remediation services offered by DOM, which may be offered through a separate agreement.
7. Support the customer in the uninstallation process.

Attachment C: General Terms and Conditions for Cybersecurity Services

These General Terms and Conditions are part of the MOU for Enhanced Security Services (“ESS”) between DOM and Customer. In the event of a conflict or inconsistency between the terms and conditions set forth here and those set forth in the MOU CD&E, the terms and conditions in the MOU CD&E shall take precedence.

1. **Definitions.** Unless otherwise specifically defined in the MOU, all capitalized terms used herein shall have the meanings ascribed to them under Iowa Code chapter 8 and corresponding implementing rules found in Iowa Administrative Code chapter 129. In addition, the following terms shall have the following meanings:
 - 1.1. **“Authorized Contractor(s)”** means independent contractors, consultants, or other Third Parties used by DOM to provide ESS.
 - 1.2. **“Confidential Information”** means, subject to any applicable federal, State, or local laws and regulations, including Iowa Code Chapter 22, any information disclosed by either Party (**“Disclosing Party”**) to the other Party (**“Receiving Party”**) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the Parties, exercising reasonable business judgment, to be confidential. Confidential Information does not include any information that: (i) was rightfully in the possession of the Receiving Party from a source other than the Disclosing Party prior to the time of disclosure of the information by the Disclosing Party to the Receiving Party; (ii) was known to the Receiving Party prior to the disclosure of the information by the Disclosing Party; (iii) was disclosed to the Receiving Party without restriction by an independent Third Party having a legal right to disclose the information; (iv) is in the public domain or shall have become publicly available other than as a result of disclosure by the Receiving Party in violation of this MOU or in breach of any other agreement with the Disclosing Party; (v) is independently developed by the Receiving Party without any reliance on Confidential Information disclosed by the Disclosing Party; (vi) is disclosed in accordance with the terms of the MOU; or (vii) is disclosed by the Receiving Party with the written consent of the Disclosing Party. Subject to the foregoing exclusions, Confidential Information includes Customer Data.
 - 1.3. **“Customer Data”** means all Customer data or information accessed by DOM or disclosed to DOM in connection with this MOU, including **“System Data”** such as security or software logs, system event information, system audit logs and records, and other similar information, and **“User Data”** such as files, database entries, or electronic records created by end users for governmental or business purposes.
 - 1.4. **“Customer Systems”** means Customer’s websites, applications, databases, data centers, servers, networks, desktops, endpoints, or any other like systems or equipment that are monitored, assessed, defended, or otherwise accessed by DOM in the performance of the ESS. Customer Systems may be more fully described in an exhibit to the MOU.
 - 1.5. **“Endpoint Detection and Response” or “EDR”** means an endpoint security solution that continuously monitors end-user devices to detect and respond to cyber threats like ransomware and malware.
 - 1.6. **“Enhanced Security Services” or “ESS” or “Services”** means the security services or any related services offered and provided by DOM, by and through the Security Operations Center, designed to assist governmental entities in the State of Iowa in safeguarding against unauthorized access, disclosure, theft, or modification of or to government systems and data; and preventing, detecting, and responding to Security Incidents, Security Breaches, and other significant cyber events. Enhanced Security Services may be more fully set forth in an Exhibit to the MOU.

- 1.7. **"DOM-Supplied Tools"** means any hardware, equipment, software, applications, or tools used by DOM to interface with or connect to Customer Systems; that host, store, process, or transmit Customer Data; or that are otherwise used by DOM in connection with provisioning ESS.
- 1.8. **"Security Incident"** means an occurrence that jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies. **"Security Incident"** shall also be deemed to include any breach of security, confidentiality, or privacy as defined by any applicable law, rule, regulation, or order.
- 1.9. **"Security Operations Center" or "SOC"** means the State of Iowa's dedicated unit from which Customer Systems and Customer Data are monitored and assessed to detect Security Incidents.
- 1.10. **"Third Party"** means a person or entity not a party to this MOU.
2. **Brokered I.T. Devices and Services.** In addition to or in lieu of the Services or DOM-Supplied Tools provided by DOM by more direct means hereunder, DOM may enter into Information Technology Master Agreements with Information Technology vendors pursuant to which Customer may purchase Information Technology Devices or Services intended to enhance Customer's overall security posture and readiness. Where Customer purchases Information Technology Devices and Services pursuant to an Information Technology Master Agreement made available by DOM, such purchase shall constitute a separate, distinct, and independent contract between Customer and the applicable Vendor; Customer shall be solely responsible for any payments due and duties and obligations otherwise owed such Vendor under such agreement. In addition, DOM bears no obligation or liability for Customer's losses, liabilities, or obligations, including Vendor's failure to perform, arising out of or relating in any way to such purchase.
3. **Customer's Responsibilities.** Customer is responsible for:
 - 3.1. Obtaining and installing any hardware, equipment, software, applications, or tools, including Third-Party Cloud Services, to enable DOM to provide the ESS hereunder. DOM will work to provide Customer with DOM-Supplied Tools where possible, but where it is unable to do so or unable to obtain funding to do so, Customer may be responsible for doing so at Customer's own cost or expense, or have to forego the ESS provided hereunder or aspects thereof.
 - 3.2. Granting and facilitating DOM access to any Customer Systems or facilities as is necessary for DOM to install or connect any DOM-Supplied Tools to provide ESS.
 - 3.3. Working collaboratively with DOM, including providing appropriate staff to attend meetings and to address matters related to this MOU and DOM's provision of ESS.
 - 3.4. Identifying Customer's point of contact who DOM should notify during normal business hours and off hours in the event DOM identifies a Security Incident, Security Breach, or other significant cyber event that may impact or involve Customer Systems or Customer Data.
 - 3.5. Identifying under what circumstances, if any, DOM may act, unilaterally and without prior approval, to contain a Security Incident, Security Breach, or other significant cyber event that may impact or involve Customer Systems or Customer Data, or under what circumstances DOM must obtain prior approval from Customer prior to containing such event.

- 3.6. Determining whether a Security Incident, Security Breach, or other cyber event reported to the Customer by DOM constitutes a Security Breach or other privacy or confidentiality violation or event for purposes of any reporting, notification, or other obligations that may be required by applicable law, rule, or regulation.
- 3.7. Reporting any Security Incident, Security Breach, or other cyber event to appropriate law enforcement or other relevant authority and notifying any consumers or other adversely affected individuals as may be required by applicable law, rule, or regulation.
- 3.8. Conducting forensic investigations that may be necessary to determine the full scope or impact of a Security Incident, Security Breach, or other cyber event. Generally, ESS provided by DOM do not include forensic investigations, although DOM may assist Customer in identifying Third Parties who are qualified to provide such services.
- 3.9. Refraining from the Misuse of the Services or DOM-Supplied Tools provided or performed by DOM. Each of the following constitutes a “**Misuse**” for purposes of this MOU:
 - 3.9.1. Using the Services or DOM-Supplied Tools in a manner that is inconsistent with DOM’s directions or instructions.
 - 3.9.2. Using the Services or DOM-Supplied Tools in a manner that is inconsistent with any applicable Third-Party license agreement or terms and conditions governing the use thereof.
 - 3.9.3. Indirectly providing the Services or DOM-Supplied Tools to unauthorized Third Parties, including through a service bureau or other like arrangement.
 - 3.9.4. Using DOM’s Services or DOM-Supplied Tools in a manner that infringes, violates, or misappropriates any patent, trademark, copyright, trade dress, trade secret, or any other intellectual property right or proprietary right of DOM, the State, or any Third Party.
 - 3.9.5. Using the Services or DOM-Supplied Tools in a manner that is inconsistent with or violates applicable law, rule, or regulation.
 - 3.9.6. Using the Services or DOM-Supplied Tools in a manner that does not directly further the Customer’s governmental objectives.

4. Information Exchanges, Third-Party Access, and Cloud Storage/Processing.

- 4.1. *Information Exchanges.* The SOC exchanges security incident information and analysis with a variety of Third Parties, including federal, state, and not-for-profit cybersecurity organizations such as the United States Department of Homeland Security, Iowa Homeland Security & Emergency Management, the Iowa National Guard, Iowa Secretary of State, and Multi-State Information Sharing and Analysis Center (MS-ISAC). By entering into this MOU, Customer consents to these information exchanges.
- 4.2. *Third-Party SOC Access.* DOM may grant access to the SOC to certain Third Parties to enable these Third Parties to monitor Customer Systems and Customer Data in furtherance of the Third Party’s official duties. For example, in connection with an election, DOM may grant the Iowa National Guard, operating in accordance with an active-duty order, access to the SOC to monitor Customer Systems that may be utilized or involved in facilitating election-related processes. As another example, DOM may grant the U.S. Department of Homeland Security access and connection to the SOC to conduct certain vulnerability assessments. Customer consents to such Third Party’s access to the SOC and Third-Party monitoring of Customer Systems and view or access Customer System Data to perform their official

duties. Customer's User Data will only be accessed as necessary for Third Parties to perform their official duties.

- 4.3. *Cloud Storage/Processing.* Some of the DOM-Supplied Tools utilized by DOM in providing the Services under this MOU include Third-Party Cloud Services. Customer consents to DOM's use of Third-Party Cloud Services to supply the Services contemplated hereunder, acknowledging that such Third-Party Cloud Services may host, store, process, or transmit Customer Data.

5. Confidentiality.

- 5.1. *DOM's Treatment of Customer's Confidential Information.* DOM will implement and maintain reasonable and appropriate security measures to safeguard against unauthorized access, disclosure, theft, or modification of Confidential Information and will require the same of any Third Parties used in provisioning the Services or DOM-Supplied Tools hereunder.
- 5.2. *Customer's Treatment of DOM or Third-Party Confidential Information.* DOM Confidential Information, as well as Confidential Information of Third parties used by DOM in connection with ESS shall at all times remain the property of DOM or applicable Third Party, and DOM or applicable Third Party shall retain exclusive rights thereto and ownership thereof. Customer may have access to such Confidential Information solely to the extent reasonably necessary to use the Services provided under this MOU. Customer shall hold such Confidential Information in confidence. Customer shall not gather, store, log, archive, use, or otherwise retain such Confidential Information in any manner other than as expressly authorized or contemplated by this MOU and will not disclose, distribute, sell, commercially or politically exploit, share, rent, assign, lease, or otherwise transfer or disseminate such Confidential Information to any Third Party, except as expressly permitted hereunder or as expressly approved by DOM in writing. Customer will immediately report the unauthorized access to or disclosure of such Confidential Information to DOM. Customer may be required to return and destroy, and provide proof of such return or destruction, such Confidential Information to DOM upon the expiration or termination of this MOU, as directed by DOM.
- 5.3. *Compelled Disclosures.* To the extent required by applicable law, the Receiving Party may disclose Confidential Information to a Third Party, subject to the following conditions:
- 5.3.1. To the extent allowed by applicable law, as soon as becoming aware of a compelled disclosure of Confidential Information and no less than five (5) business days prior to disclosing Confidential Information pursuant thereto, the Receiving Party will notify the Disclosing Party in writing, specifying the nature of and circumstances surrounding the contemplated disclosure, and forward any applicable source material, such as process or subpoena, to the Disclosing Party for its review.
- 5.3.2. The Receiving Party will consult with the Disclosing Party on the advisability of taking steps to resist or narrow any required response or disclosure.
- 5.3.3. The Receiving Party will use best efforts not to release Confidential Information pending the outcome of any measures taken by the Disclosing Party to contest, oppose, or otherwise seek to limit such disclosure by the Receiving Party and the Receiving Party will cooperate with the Disclosing Party regarding such efforts.
- 5.3.4. Solely the extent the Receiving Party is required to disclose Confidential Information to a Third Party, the Receiving Party will furnish only such portion or aspect of Confidential Information as it is required to disclose and will exercise reasonable efforts to obtain an order

or other reliable assurances that any Confidential Information disclosed will be held in confidence by any Third Party to which it is disclosed.

Notwithstanding any such compelled disclosure by the Receiving Party, such compelled disclosure will not otherwise affect the Receiving Party's obligations hereunder with respect to Confidential Information ultimately disclosed to a Third Party.

5.4. *Non-Exclusive Equitable Remedy.* Each Party acknowledges and agrees that due to the unique nature of Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, and therefore, that upon any such breach or any threat thereof, each Party will be entitled to seek appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of might be available at law or equity. Any breach of this Section will constitute a material breach of this MOU and will be grounds for the immediate termination of this MOU in the exclusive discretion of the non-breaching Party.

5.5. *Survives Termination.* Each Party's duties and obligations as set forth in this Section shall survive termination of this MOU.

6. **DISCLAIMER OF WARRANTIES.** DOM HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTEES AND REPRESENTATIONS RELATING TO THE ESS, DOM-SUPPLIED TOOLS, OR ANY ANCILLARY OR RELATED SERVICE PROVIDED OR MADE AVAILABLE BY DOM, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH THIS MOU OR DOM'S PERFORMANCE HEREOF. THIS DISCLAIMER APPLIES TO ALL WARRANTIES EXPRESS OR IMPLIED, ORAL OR IN WRITING, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING. THE ESS, INCLUDING THOSE PROVIDED THROUGH THE SOC, AND DOM-SUPPLIED TOOLS ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED.

7. **Limitation of Liability.** The Parties understand and accept that this MOU addresses a constantly changing cybersecurity global landscape and that there are inherent risks when addressing the cybersecurity needs of any entity. As such, other than subscription fees due and the right of DOM to obtain payment for such subscription fees, the total aggregate liability of any Party under this MOU to another Party shall not exceed one month's service subscription.

8. Termination.

8.1. *Generally.* Following forty-five (45) days written notice, either Party may terminate this MOU, in whole or in part, for convenience without the payment of any penalty or incurring any further duty or obligation. Termination for convenience may be for any reason or no reason at all. In the event of the expiration or termination of this MOU, Customer shall immediately cease using and return to DOM, as directed by DOM, DOM-Supplied Tools or other DOM- or State-owned or licensed property. Customer's duties and obligations set forth in this Section shall survive termination of this MOU.

8.2. *Notice Calculated to Enable Acquisition of Replacement Services.* While forty-five (45) days prior written notice is sufficient to terminate this MOU, in whole or in part, and cease providing any or all Services provided hereunder, DOM will, where possible, endeavor to provide additional and reasonable advance notice to Customer of DOM's intention to cease providing any or all Services hereunder, which advance notice shall be calculated to enable Customer to plan for DOM's discontinuation of applicable

Services and to procure comparable replacement services. In determining what is reasonable under the circumstances, DOM will consider the likely impact of discontinuing any Services to Customer's operations, and the ability of and time it would take Customer to obtain comparable replacement services.

9. Administration.

- 9.1. *Relationship between the Parties.* DOM, its employees, agents and any subcontractors performing under this MOU are not employees or agents of Customer simply by virtue of work performed pursuant to this MOU. Neither DOM nor its employees shall be considered employees of Customer for federal or state tax purposes simply by virtue of work performed pursuant to this MOU. Likewise, this MOU shall not constitute or otherwise imply a delegation of either Party's legal duties or responsibilities to the other, or constitute, create, or imply a joint venture, partnership, or formal business organization of any kind. Neither Party shall be considered an agent, designee, or representative of the other for any purpose.
- 9.2. *Compliance with Law.* Both Parties and their employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, regulations, orders, ordinances, and permitting requirements in the performance of their respective duties, responsibilities, and roles under this MOU.
- 9.3. *Choice of Law and Forum.* This MOU shall be governed in all respects by, and construed in accordance with, the laws of the State of Iowa, without giving effect to the choice of law principles thereof. Any litigation concerning the MOU filed by either Party shall be brought and maintained in the state or federal courts sitting in Des Moines, IA. However, if Iowa Code section 679A.19 is applicable, any dispute between the parties must be addressed in accordance with the statutory provision.
- 9.4. *Escalation of Disputes.* Should a disagreement involving or stemming from this MOU arise between the Parties that cannot be resolved, and prior proceeding to litigation or any other formal dispute resolution process, the area(s) of disagreement shall be stated in writing by each Party and presented to the other Party for consideration. If an agreement is not reached within thirty (30) days, the Parties shall forward the written presentation of the disagreement to higher officials within their respective organizations for appropriate resolution. In the event the Parties are unable to reach an agreement after having completed that process, the parties may then, and only then, proceed to litigation or any other formal dispute resolution process in accordance with the terms of this MOU.
- 9.5. *Amendments.* This MOU may be amended in writing from time to time by mutual consent of the Parties. Any such amendments must be in writing and fully executed by the Parties.
- 9.6. *No Third-Party Beneficiary Rights.* There are no third-party beneficiaries to this MOU. This MOU is intended only to benefit DOM and Customer.
- 9.7. *Assignment and Delegation.* This MOU may not be assigned, transferred, or conveyed, in whole or in part, without the prior written consent of the other Party.
- 9.8. *Entire Agreement.* This MOU represents the entire agreement between the Parties concerning the subject matter hereof. The Parties shall not rely on any representation, oral or otherwise, that may have been made or may be made and which is not included in this MOU. This MOU shall not be construed or interpreted against either Party on the basis of draftsmanship or preparation thereof.
- 9.9. *Supersedes Former MOUs.* This MOU supersedes all prior MOUs or agreements between the Parties concerning the subject matter hereof.



**Department of
Management**

- 9.10. *Headings or Captions and Terms.* The section and paragraph headings or captions used in this MOU are for identification purposes only and do not limit or construe the contents of the sections, paragraphs, or provisions herein.
- 9.11. *Notices.* Any and all legal notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each Party to the contacts and at the addresses identified in the CD&E. Each such notice shall be deemed to have been provided: (1) At the time it is actually received; (2) Within one day in the case of overnight hand delivery, courier, or services such as Federal Express with guaranteed next day delivery; or (3) Within five days after it is deposited the U.S. Mail in the case of registered U.S. Mail. From time to time, the Parties may change the name and address of a Party designated to receive notice. Such change of the designated person shall be in writing to the other Party.
- 9.12. *Severability.* If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this MOU.
- 9.13. *Authorization.* Each Party to this MOU represents and warrants to the other Party that it has the right, power and authority to enter into and perform its obligations under this MOU, and it has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this MOU, and that this MOU constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 9.14. *Successors in Interest.* All the terms, provisions, and conditions of this MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns, and legal representatives.
- 9.15. *Waiver.* Except as specifically provided for in a waiver signed by duly authorized representatives of the applicable Party, failure by either Party at any time to require performance by the other Party or to claim a breach of any provision of this MOU shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- 9.16. *Cumulative Rights.* The various rights, powers, options, elections and remedies of any Party provided in this MOU shall be construed as cumulative, and the exercise of any one remedy shall not affect or impair the right of any Party to pursue any other equitable or legal remedy to which they may be entitled.
- 9.17. *Exclusivity.* This MOU is not exclusive. Customer may obtain similar or identical Services, or cooperate or collaborate on other similar projects, from or with Third Parties.
- 9.18. *Multiple Counterparts and Electronic Signatures.* This MOU, including any amendments hereto, may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties. Any such documents may be signed electronically in accordance with Iowa Code chapter 554D or other applicable law, and each Party waives any arguments concerning the validity of such electronically signed documents related to this MOU.
- 9.19. *Use of Third Parties.* DOM may use Authorized Contractors to provide the Services or DOM-Supplied Tools contemplated hereunder. Any rights, authorizations, or consents conferred or granted to DOM hereunder shall be deemed to be conferred or granted to and may be exercised by any Authorized Contractors used by DOM to provide the Services or DOM-Supplied Tools contemplated hereunder.

- 9.20. *Force Majeure.* Neither Party shall be in default under this MOU if performance is prevented, delayed, or made impossible to the extent that such prevention, delay, or impossibility is caused by a “force majeure.” The term “force majeure” as used in this MOU includes an event that no reasonable foresight could anticipate or which if anticipated, is incapable of being avoided. “Force majeure” for DOM includes: claims or court orders that restrict DOM’s ability to perform or deliver the Services; strikes; labor unrest; supply chain disruptions; internet failures; power failures; hacker attacks; denial of service attacks; virus or other malicious software attacks or infections.
- 9.21. *Ancillary Agreements.* Generally, the Customer Data that DOM, its Authorized Contractors, and other authorized Third Parties may be able to access or view in connection with this MOU will be limited to System Data as opposed to User Data. If access to or use of User Data is necessary to effectively provide the Services contemplated by this MOU, DOM will provide Customer with notice prior to accessing or using any User Data in connection with the Services provided hereunder. DOM acknowledges that access to and use of User Data may require the execution of additional agreements to address unique compliance, legal, confidentiality, or privacy concerns, such as, where applicable, a Business Associate Agreement as may be required by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended. Upon mutual written agreement by the Parties, such “Ancillary Agreements” may be attached hereto as related special terms and conditions and incorporated by reference as if fully set forth herein. DOM may decline to execute such Ancillary Agreements and Customer acknowledges that, as a result, DOM may be unable to provide the contemplated Services, in whole or in part.
- 9.22. *Review Meetings.* DOM and Customer may meet on an annual basis to discuss the Services provided under this MOU, which may include discussion of any problems Customer has experienced in connection with the Services or areas for improvement or suggestions regarding new or additional service offerings. Customer authorizes the Iowa Counties Information Technology (“ICIT”) organization, an affiliate of the Iowa State Association of Counties (“ISAC”), to represent its interests and perspective at these annual review meetings, and shall communicate any concerns or suggestions to ICIT, which will consolidate such concerns or suggestions and communicate them to DOM as part of these annual review meetings.

10. Customer Systems/Data Access.

- 10.1. Customer consents to and authorizes DOM to access and monitor Customer Systems and Customer Data to the extent necessary to perform the ESS contemplated hereunder. Such access and monitoring may be subject to mutually agreed upon protocols outlining appropriate information, network, and device connections, as may be further defined and described in an Exhibit to the MOU. Such access and monitoring may include the following:
- 10.1.1. Administrator level and/or system-level access to any network, computing, or communications device;
 - 10.1.2. Access for interactively monitoring and logging traffic on Customer Systems, including Customer’s networks; and/or
 - 10.1.3. Access to information Customer Data that may be produced, transmitted, or stored on, from, or over Customer Systems, equipment, facilities, or premises.
- 10.2. Customer acknowledges that the ESS and installation or connection of DOM-Supplied Tools to Customer Systems, or Customer’s or DOM’s use of DOM-Supplied Tools that are Third-Party Cloud Services, involves a risk of potential adverse impacts or consequences to Customer Systems and



**Department of
Management**

Customer Data, including degradation, loss, or disruption of network and system performance or availability, or loss or destruction of Customer Data. Customer agrees to assume all risk for any damages, losses, expenses, and other adverse consequences resulting from or associated with the performance or provisioning of the ESS hereunder, including the ESS provided through the SOC, or that may otherwise result from the installation or connection of DOM-Supplied Tools on Customer Systems or Customer's or DOM's use of DOM-Supplied Tools that are Third-Party Cloud Services. Consistent with the foregoing, Customer waives any claims it may have against DOM or the State of Iowa involving Customer Property or Customer Data caused, in whole or in part, by DOM's provisioning of the ESS hereunder, including the ESS provided through the SOC, installation or connection of DOM-Supplied Tools to Customer Systems, or Customer's or DOM's use of DOM-Supplied Tools that are Third-Party Cloud Services.

- 10.3. Customer represents and warrants that it has the authority to grant DOM the right to access and monitor such Customer Systems and Customer Data as contemplated in this MOU and has taken all requisite action (corporate, statutory, or otherwise, including obtaining review and approval from any governing boards, commissions, councils, or other like bodies where required by applicable law, rule, regulation, order, or charter) necessary to grant or permit access to and monitoring of the Customer Systems and Customer Data as contemplated by this MOU.

**RESOLUTION
DUST CONTROL OF COUNTY ROADS**

WHEREAS: The Board of Supervisors is empowered under authority of Section 309.67 and Section 321.369 of the Code of Iowa to establish policies and provide adequate funds to properly maintain the secondary road system, and

WHEREAS: the Board of Supervisors desire to establish a uniform policy for the use of chemicals or natural materials within the county for dust alleviation on county roads, and

NOW, THEREFORE BE IT RESOLVED by the Appanoose County Board of Supervisors that the following items establish a COUNTY POLICY for the use of approved chemicals, magnesium chloride, calcium chloride, or lignum sulfate for dust alleviation upon county roads throughout the County:

1. No waste oil or heavy oil may be used for dust control on county roads. Approved chemicals, magnesium chloride, calcium chloride or lignum sulfate may be used for dust alleviation provided material is tested and test report is filed with county. The use of waste oil for dust alleviation on roads is prohibited by rules of the US Environmental Protection Agency.
2. The landowner who applies dust alleviation materials understands and agrees that there are hazards along with benefits in the use of dust alleviation materials. Depositing, placing, or spilling of material on roads is prohibited as provided by section 321.460 Code of Iowa.
3. All potholes that form in the treated area may be filled by owner/applicant
4. If potholes form in the treated area of the county roads and the landowner does not fill said potholes, the County will maintain the road and fill the holes during the normal maintenance (blading) of the road.
5. The County shall not be held responsible for retreatment of the road for dust alleviation should the road require maintenance that disturbs the treated area.
6. A signed permit between the landowner and County through the selected vendor, agreeing to the terms of the County Dust Control Policy and setting out the area/location for dust treatment on county roads, shall be on file with the vendor prior to any preparation or treatment being started, The permits are available through approved suppliers.

7. The dust-related area will typically be disturbed beyond dust control effectiveness during October as a result of granular roads being prepared for the winter snow and ice season. Any remaining dust control locations will be disturbed/maintained no later than October 31

8. The owner/applicant shall take all reasonable precautions during dust control periods to protect and safeguard the lives and property of the traveling public and adjacent property owners, and shall save the county harmless of any damages or losses that may be sustained by the traveling public or adjacent property owners of such dust control operations

9. All contractors working on county right-of-way must have a Certificate of Insurance on file with the County before doing any work on County Roads. The County is to be added to the contractor's General Liability and Automobile Liability Insurance as an additional insured.

THIS RESOLUTION:

10. Will rescind any and all previous resolutions pertaining to dust control.

Should any of the above policy not be adhered to, the County will correct the roadway with the cost to be charged to property owner, termination of the Dust Control Permit, or refer the matter to the County Attorney for appropriate action.

Passed and approved this _____ day of _____ 2025

Jeff Kulmatycki, Chairman

Scott Buban, Member

Dustin Harvey, Member

ATTEST: _____

Kelly Howard, County Auditor

BOND TO INSURE AGAINST DOUBLE PAYMENT

Date: February 27, 2025

Office of Auditor, Appanoose County, Centerville, Iowa

WHEREAS, on or about the 2nd day of January, 2025
there was issued from the above named office

CHECK # 64076 FUND # 61000

AMOUNT \$3,546.00 ACCOUNT # 61000 01230 416 57

PAYABLE TO Emergency Services Marketing Corp. Inc.
PO Box 93
Dewitt, NY 13214-0093

WHEREAS, the said CHECK has been lost and cannot be found, and

WHEREAS, Emergency Services Marketing has requested that a duplicate be issued
therefore, and which the officer in charge of said office is about to do;

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That Emergency Services Marketing is held and firmly bound unto Appanoose County
and the Auditor in the sum of Three Thousand Five Hundred Forty-Six (\$3,546.00)
Dollars to make good and save to Appanoose County and the Auditor harmless from all costs
and expenses of any nature whatsoever on account of the issue and payment of said duplicate
CHECK and shall protect Appanoose County and the Auditor from any and all obligations on the
original CHECK as aforesaid issued, then this obligation shall be void and of no effect, otherwise
to remain in full force and virtue.

Signed this 28th day of FEBRUARY, A.D. 2025

Lisa Yiatrias
Payee or Authorized Signer

STATE OF NY, COUNTY OF ONONDAGA

This instrument was acknowledged before me on 02/28/2025
(Date)

by LISA YIATRIAS
Payee or Authorized Signer

Signature of Notary Public

NOTARY PUBLIC

Title

My Commission Expires 07/03/2026

GEORGE J. SHIOMOS
NOTARY PUBLIC STATE OF NEW YORK
ONONDAGA COUNTY
LIC. #01SH6044386
COMM. EXP. 07/03/2026

2/27/2025

Please accept this letter as my formal resignation from my position as Tax Deputy at the Appanoose County Treasurers Office, effective two weeks from todays date. My last day will be March 13th, 2025. I appreciate the opportunities for growth and development you have provided during my tenure.

Misty Cardani

A handwritten signature in black ink that reads "M. Cardani". The signature is written in a cursive, flowing style with a large initial "M" and a trailing flourish.

RECEIVED
FEB 27 2025

Notice of Destruction of Noxious Weeds

To All Property Owners in Appanoose County, IA

You are hereby notified that in accordance with the provisions of Chapter 317 of the Code of Iowa, Chapter 58 of the Iowa Department of Agriculture and Land Stewardship Administrative Code, and amendments thereto; the Board of Supervisors and the appointed Weed Commissioner of Appanoose County, Iowa declare that owners or persons in control of real estate within said county shall **eradicate** all Class A noxious weeds and **control** all Class B noxious weeds.

The following recommended dates are guidelines only. All Class A noxious weeds to be eradicated and all Class B noxious weeds to be controlled from Chapter 58 of the Iowa Department of Agriculture and Land Stewardship Administrative Code, 21-58.4(317) are listed below. Measures of control shall take place at such time, in each year, and in such a manner as shall prevent such weeds from blooming or coming to maturity throughout the growing season. Weather conditions may cause weeds to mature several weeks ahead of normal and consequently require control measures prior the listed dates. Any landowner with property under CRP contract with the USDA is encouraged to consult with their local office and must abide by contract requirements.

Priority Weed Species as specified by Iowa Administrative Code Chapter 58 & Iowa Code 2023 Chapter 317

Class A Noxious Weeds for eradication include: May 15, 2025 —Palmer Amaranth

Class B Noxious Weeds for control include:

Group 1: May 15, 2025 — Leafy Spurge

Group 2: June 15, 2025 — Canada Thistle, Teasel (biennial), and Multiflora Rose

Group 3: June 30, 2025—European Morning Glory or Field Bindweed, Bull Thistle

Other Noxious Weed Species listed in Chapter 317. I (A) to be controlled are:

Quack Grass, Perennial Sow Thistle, Horse Nettle,

Perennial Pepper-Grass, Russian Knapweed, Buckthorn (Rhamnus spp., not to include Frangula alnus, syn.

Rhamnus frangula), All other species of Thistles belonging in the genera of Cirsium and Carduus, Butterprint

(annual), Cocklebur (annual), Wild Mustard (annual), Wild Carrot (biennial), Buckhorn (perennial), Sheep Sorrel

(perennial), Sour Dock (perennial), Smooth dock (perennial), Poison Hemlock, Wild Sunflower (annual),

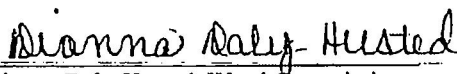
Puncture Vine (annual), Shattercane (annual).

In case of landowners and tenants failing to comply with an order to destroy weeds made pursuant to Chapter 317, Chapter 58 of the Iowa Code, and amendments thereto, the Weed Commissioner or Deputies assigned by the Weed Commissioner may enter private lands five days after serving a destruction notice in order to conduct control on any weed infestation. The cost of this destruction, the cost of serving notice, and other related costs will be billed. If the bill is not paid, the cost of said destruction will be assessed to the tax rolls of the weed violator. Also, the weed commissioner may pose a fine for each day of noncompliance up to ten days at the rate of ten dollars per day.

BY ORDER OF THE BOARD OF SUPERVISORS OF APPANOOSE COUNTY

Passed and approved this 17th day of March, 2025

Jeff Kulmatycki, Chairman


Dianna Daly-Husted, Weed Commissioner

ATTEST:

Kelly Howard, Appanoose County Auditor

RESOLUTION FOR INTERFUND OPERATING TRANSFER _____

Whereas, it is desired to transfer monies from the Rural Services Fund to the Secondary Road Fund, and

Whereas, said operating transfer is in accordance with section 331.432, Code of Iowa,

Now, therefore, be it resolved by the Board of Supervisors of Appanoose County, Iowa as follows:

Section 1. The sum of \$ 239,295.50 is ordered to be transferred from the Rural Services Fund to the Secondary Road Fund, effective 03-17-2025.

Section 2. The Auditor is directed to correct her books accordingly and to notify the Treasurer of this operating transfer.

The above and foregoing resolution was adopted by the Board of Supervisors of Appanoose County, Iowa, on 03-17-2025 the vote being as follows:

Ayes: _____

Nayes: _____

Attest: _____

County Auditor

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

County	<u>Appanoose</u>
Recipient	<u>Appanoose County</u>
Project No.	<u>L-TSF-C004(132)--74-04</u>
Iowa DOT	
Agreement No.	<u>2026-TS-020</u>

This agreement is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Appanoose County, Iowa, hereinafter designated the "Recipient". The Recipient submitted an application to the DOT for funding through the Traffic Safety Improvement Program (TSIP) under Iowa Code Section 312.2(11), and the application was approved by Transportation Commission Order No. SO-2025-42 on December 10, 2024.

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

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

1. Project Information

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

Purchase of four (4) speed feedback signs for the four major Farm to Market route approaches to the city of Unionville. The four locations are on County Road J3T on the east and west approaches to Unionville, and on County Road T61 on the north and south approaches to Unionville. See Exhibit A-1 for the location of the project and Exhibit A-2 for the estimated project cost.

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

None.

2. Project Costs

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

TSIP funds: \$14,184

- b. The portion of the total project costs paid by TSIP funds shall not exceed the amount stated above or the actual cost of the TSIP eligible items, whichever is the lesser amount.
- c. If a letting is required, the project shall be let to contract before July 1, 2027. The project may be let prior to July 1, 2025; however, no reimbursement from TSIP funds may occur prior to July 1, 2025. If a letting is not required, project activities shall be initiated prior to July 1, 2027. If any of these conditions are not met, the Recipient may be in default, for which the DOT may revoke funding commitments. This agreement may be extended for a period of 12 months upon receipt of a written request from the Recipient at least 30 days prior to the deadline.
- d. Project activities or costs considered eligible for TSIP funds include the cost of materials purchased for initial installation of traffic control devices or replacement of obsolete traffic control devices. Devices shall comply with the applicable warrants in the Manual on Uniform Traffic Control Devices (MUTCD) as adopted in 761 Iowa Administrative Code, Chapter 130.1(321).
- e. Project activities and costs considered ineligible for TSIP funds include, but are not limited to, the following: (a) any and all costs incurred prior to Commission approval of funding; (b) maintenance or energy costs; (c) installation costs; (d) aesthetic items such as brick pavers or decorative lighting/signal poles; and (e) lighting not installed on a shared traffic signal pole.
- f. For traffic control device projects, where the devices will be furnished and installed by a contractor, the contract will need to have a bid item for materials only.
- g. If Federal highway funds, Federal Swap funds, Farm-to-Market funds, or other Federal funds are used in combination with TSIP funds, the Recipient shall also follow all administrative and contracting procedures which would normally be used when such funds are used on a non-TSIP funded project. The Recipient shall comply with all requirements for the use of said funds.

3. Right of Way and Permits

- a. In the event right-of-way is required for the project, said right-of-way shall be acquired in accordance with 761 Iowa Administrative Code Chapter 111, Real Property Acquisition and Relocation Assistance. If the project impacts the Primary Road System, the Recipient shall submit preliminary right-of-way plans to the DOT's Right of Way Bureau (Property Management Local Public Agency Coordinator) for review and approval prior to the commencement of any acquisition negotiations.

Additionally, the portions of right of way acquired for improvements in the Primary Road System right of way shall be acquired in the name of the State of Iowa, for the use and benefit of the Iowa DOT. The Recipient shall be responsible for closing the real estate transaction for each parcel, disbursing funds to sellers, and obtaining all necessary documents required to clear title to the land acquired per Iowa Land Title Standards and the current Iowa DOT Right of Way Manual. The Recipient shall also be responsible for filing all conveyance and title clearing documents with the County Recorder and shall provide the DOT Right of Way Bureau with copies of all completed purchase agreements/contracts, deeds, easements, condemnation documents, and acquisition plats (for State right of way) upon completion of the right of way activities. The Recipient, or the Recipient's closing agent, shall be responsible for preparing and filing Form 1099-S (Proceeds from Real Estate Transactions) with the Internal Revenue Service for all reportable real estate transactions pursuant to current IRS requirements.

- b. The Recipient shall be responsible for obtaining any permits, such as the Work Within the Right-of-Way Permit, Access Connection/Entrance Permit, Utility Accommodation Permit, Application for Approval of a Traffic Control Device, and/or other construction permits required for the project prior to the start of construction. Neither the approval of the TSIP application for funding, nor the signing of this agreement, shall be construed as approval of any required permit from the DOT.

- c. The Recipient shall be responsible for obtaining any environmental permits and approvals, when necessary, to comply with all environmental regulations.

4. Project Design

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

5. Procurement

- a. If the estimated project cost is greater than the competitive bid threshold established pursuant to Iowa Code 314.1, the Recipient shall follow the competitive bidding procedures in Iowa Code sections 26.3 through 26.13. Project plans, specifications, and engineer's cost estimate for traffic control devices shall be prepared and certified by a professional engineer licensed to practice in the State of Iowa. The Recipient shall submit the plans, specifications, and other contract documents to the DOT for review. This submittal may be in divisions and in the order of preference as determined by the Recipient. However, the plans, specifications, and other contract documents for each division must be submitted at least ten weeks prior to the project letting of each division. The DOT shall review said submittal(s) recognizing the Recipient's development schedule and shall, after satisfactory review, authorize in writing the Recipient to proceed with implementation of the project. The work on this project shall be in accordance with the survey, plans, and specifications on file. Any substantial modification of the plans and specifications must be approved by the DOT prior to the modification being put into effect.
- b. If the estimated project cost is less than the competitive bid threshold established pursuant to Iowa Code section 314.1, the Recipient shall solicit competitive quotations in accordance with Iowa Code section 26.14. Before placing an order to purchase the materials, the Recipient shall provide the DOT with a summary of the quotes received and the vendor selected and request approval to proceed. After receiving DOT approval, the Recipient may proceed with the purchase of materials.
- c. The Recipient shall notify prospective bidders or quoters that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder or quoter and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
- d. The Recipient shall use positive efforts to solicit bids or quotes from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers, or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit B which is attached hereto and by this reference incorporated into this agreement.

6. Construction and Maintenance

- a. The Recipient shall conduct the project development and implementation in compliance with applicable laws, ordinances, and administrative rules.
- b. The Recipient shall maintain records, documents, and other evidence in support of work performed under the terms of this contract. All accounting practices applied, and all records maintained, will be in accordance with generally accepted accounting principles and procedures. Documentation shall be

made available for inspection and audit by authorized representatives of the DOT or its designee at all reasonable times during the period of the contract and for three (3) years after the date of final reimbursement. Reimbursement shall be based on eligible actual and indirect costs associated with performance of the contract work. The Recipient shall provide copies of said records and documents to the DOT upon request.

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

7. Payments and Reimbursements

- a. The Recipient may submit to the DOT periodic itemized claims for reimbursement for eligible project activities. Eligible and ineligible costs are outlined in Iowa Administrative Code (IAC) 761 Chapter 164, Traffic Safety Improvement Program (see IAC 761-164.6(312) and IAC 761-164.7(312)). Reimbursement claims shall include certification by a professional engineer licensed to practice in the State of Iowa that all eligible project activities for which reimbursement is requested have been completed in substantial compliance with the terms of this agreement. Reimbursement claims shall not be submitted until after July 1, 2025.
- b. The DOT will reimburse the Recipient for properly documented and certified claims for eligible project costs. The DOT may withhold up to 5% of the construction costs, or 5% of the TSIP funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DOT determines the Recipient has been over-reimbursed, the Recipient shall reimburse the overpaid amount to the DOT. After the final audit or review is complete, and after the Recipient has provided all required paperwork, the DOT will release the funds withheld, if any.
- c. Upon completion of the project described in this agreement, a professional engineer licensed to practice in the State of Iowa shall certify in writing to the DOT that the project activities were completed in substantial compliance with the terms of this agreement. Final reimbursement of TSIP funds shall be made only after the DOT accepts the project as complete.
- d. The Recipient shall request reimbursement and final payment from the DOT within one year of field completion of the work. If this condition is not met, the Recipient may be in default, for which the DOT may revoke funding commitments.

- e. If the Recipient fails to perform any obligation under this agreement, the DOT shall have the right, after first giving thirty (30) days written notice to Recipient by certified mail return receipt requested, to declare this agreement in default. The Recipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Recipient shall notify DOT no later than five (5) days after cure or before the end of said thirty (30) day period to cure default. Within ten (10) working days of receipt of Recipient's notice of cure, the DOT shall issue either a notice of acceptance of cure or notice of continued default.
- f. In the event a default is not cured, the DOT may revoke funding commitments and/or seek repayment of TSIP funds granted by this agreement through charges against the Recipient's road use tax funds.

8. General Provisions

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

addendum to this agreement. Said addendum shall become effective only upon written approval of the DOT and Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2026-TS-020 as of the date shown opposite its signature below.

Appanoose County, Iowa:

By: _____ Date _____, 20____.

Title: _____

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

Signed _____ Date _____, 20____.
Appanoose County Auditor

Iowa Department of Transportation:

By: _____ Date _____, 20____.
Hossein Naraghi, PhD
Director
Traffic and Safety Bureau

EXHIBIT A-1
[Project Location]

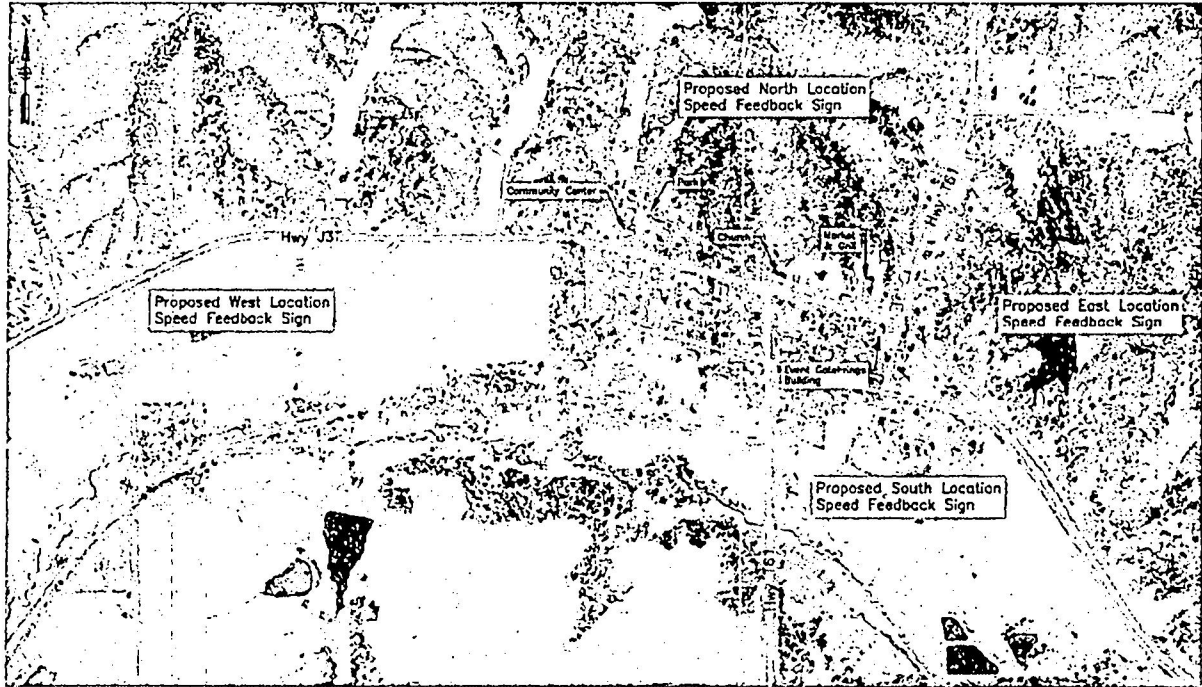


EXHIBIT A-2 [Estimated Project Cost]

Bill To: Appanoose County Secondary Roads 1200 IA-2 Centerville, IA 52544-3413			Customer ID: 070924 Accounts Payable		Ship To: Appanoose County Secondary Roads 1200 IA-2 Centerville, IA 52544-3413		FacEx Ground Assistant Engineer Kenzie Milani	
Grp	Qty	Package	Description	Warranty/Mo	Price	Ext Price		
1	4	826-0015-00	PMG 15 Inch Display with Traffic Analyst	24	\$3,548.00	\$14,184.00		
Ln	Qty	Part Number	Description		Price	Ext Price		
1	4	200-1315-00	15" PMG w/Traffic Analyst, configured with:			\$0.00		
2	4	035-0002-21	15" and 18" PMG Shipping Box			\$0.00		
3	16	036-0002-20	PMG Corner Packing Foam			\$0.00		
4	4	080-1000-24	24-Month Warranty			\$0.00		
5	4	008-0076-00	PMG Installation Guide			\$0.00		
6	4	200-1285-00	15"PMG Speed Display			\$0.00		
7	4	200-8542-12	15" PMG Controller, Normal Speed - 4G/Standalone			\$0.00		
8	4	200-1285-11	15" PMG Bezel, Black			\$0.00		
9	4	200-1339-11	15" PMG Display - Amber LED, No Strobes			\$0.00		
10	4	200-1285-50	No Flash Selected			\$0.00		
11	4	200-1208-55	12" PMG Pole Mount, 2-Part			\$0.00		
12	4	200-1395-01	PMG Backpack - SLA w/Solar			\$0.00		
13	8	047-0049-00	Cover Plate on Quad Bay Unit			\$0.00		
14	4	047-0044-00	15" PMG Bracket for Battery Backpack			\$0.00		
15	4	047-1003-00	PMG Power Cover Plate			\$0.00		
16	4	200-1567-01	15" PMG - USB Com, USB Memory Stick - v2			\$0.00		
17	4	200-1206-60	PMG Key Fob and Control Module			\$0.00		
18	4	200-1208-08	PMG Expanded Memory Option, 8GB			\$0.00		
19	4	200-1330-50	PMG 50W Solar Power Package			\$0.00		
20	4	200-1419-00	Battery Backpack Solar Option Kit			\$0.00		
21	4	200-1369-63	15" YOUR SPEED Yellow Surround, Backpack			\$0.00		
Group Total						\$14,184.00		
Grp	Qty	Package	Description	Warranty/Mo	Price	Ext Price		
2	11		Selected Accessories	0		\$0.00		
Ln	Qty	Part Number	Description		Price	Ext Price		
22	8	200-1397-00	PMG Backpack Battery Kit - SLA 22Ah w/Wiring		\$0.00	\$0.00		
23	4	200-1397-00	PMG Backpack Battery Kit - SLA 22Ah w/Wiring		\$85.00	\$340.00		
Group Total						\$340.00		
Product					\$14,524.00	Sub-Total: \$14,524.00		
Discount					\$0.00	Sales Tax 0% \$0.00		
					Shipping & Handling:	\$370.00		
					Total: USD	\$14,894.00		
Payment Terms: Net 30 days								

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

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds. Refer to Local Systems I.M. 5.020 for additional information.

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

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

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-348-6200) or from its website at: <https://www.iowaeda.com/small-business/targeted-small-business/>
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a) Including in the bid proposals a contract provision titled "Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available in Local Systems I.M. 5.020.
 - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

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

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