

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
April 7, 2025

The Appanoose County Board of Supervisors will meet Monday, April 7, 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 17, 2025 meeting
4. Approve reports (3/28 payroll & Sheriff Quarterly Report)
5. Approve bills
6. Bill Cortesio: TIF
7. Jacquelynn Zugg, We The People: Tax Sales for coal rights
8. Access Systems
9. Approve Data Grant Agreements: Paul Keyser & Wayne Claassen Engineering and Surveying
10. Set Public Hearing: FY26 County Budget
11. Approve Resolution #2025-14: Setting public hearing for Tax Sale #2002-6787 (Aud Res Main St, Exc S 1', Lot 3 Block 3, Mystic Corp, Parcel 390061001150000)
12. Approve Resolution #2025-15: Setting public hearing for Tax Sale #2003-7225 (Auditors Resurvey Main Street Lot 2 Block 3, Except the East 21 ½ Ft, City of Mystic, Parcel 390061001160000)
13. Approve Resolution #2025-16: Setting public hearing for Tax Sale #3122 (Coal located in the Southeast, Northeast 40 Acres of Section 29, Township 68, Range 17, Parcel 02013100569000)
14. Approve Resolution #2025-17: Setting public hearing for Tax Sale #3123 (Coal located in the Northeast, Southwest 25 Acres of Section 29, Township 68, Range 17, Parcel 020131005700000)
15. Approve Resolution #2025-18: Setting public hearing for Tax Sale #3124 (Coal located in the Northwest, Southeast 20 Acres of Section 29, Township 68, Range 17, Parcel 020131005710000)
16. Approve Resolution #2025-19: Setting public hearing for Tax Sale #3125 (Coal located in the Northeast, Southeast 25 Acres of Section 29, Township 68, Range 17, Parcel 020131005720000)
17. Approve Resolution #2025-20: Setting public hearing for Tax Sale #3126 (Coal located in the Southeast, Southeast 10 Acres of Section 29, Township 68, Range 17, Parcel 020131005730000)
18. Approve Resolution #2025-21: Setting public hearing for Tax Sale #3363 (Coal located in the Southeast, Southwest 10 Acres of Section 29, Township 68, Range 17, (Parcel 360031000700000))

19. Approve Resolution #2025-22: Setting public hearing for Tax Sale #3364 (Coal located in the Southwest, Southeast 10 Acres of Section 29, Township 68, Range 17, Parcel 360031000710000)
20. Approve Resolution #2025-23: Setting public hearing for Tax Sale #3253 (Coal located in the West one-half of the West one-half in the Southeast 40 Acres of Section 13, Township 69, Range 18 Parcel 301261003530000)
21. Approve Resolution #2025-24: Setting public hearing for Tax Sale #5681 (Coal located in the E ½ NW & W ½ NE 160 Acres of Section 34, Township 69, Range 18, Appanoose County, Iowa Parcel 010121005690000)
22. Approve Resolution #2025-25: Setting public hearing for Tax Sale #3249 (Coal located in Lot 7 S ½ S ½ Southwest ¼ Southwest ¼ Section 12, Township 69, Range 18, Parcel 301261003490000)
23. Approve FY26 Solutions License/Support Agreement
24. Approve Bond to Insure Against Double Payment: Patricia Morrow Warrant #63258 \$200
25. County Engineer report
 - a. Approve reimbursement request from SIDCA for Erosion Control Grant
 - b. Approve Iowa DOT Budget and 5-Year Program for FY2026
 - c. Resolution to set a public hearing for Iconium Cemetery Right-of-Way vacation
 - d. Approve County Engineer Contract for FY26
26. Public Comments
27. 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 4/2/25

March 17, 2025

Appanoose County Board of Supervisors met in regular session March 17, 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.

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

Buban motioned to approve the minutes of the March 3, 2025 meeting. Seconded by Harvey. All voted aye.

Harvey motioned to approve 3/14 payroll and Prisoner Room & Board Transfers 11/24-2/25. Seconded by Buban. All voted aye.

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

Access Sys	Construction & Maint.	127.53
Access Sys	Typing-Print.-Bind.Serv.	144.73
Agriland FS	Engineering Services	18810.30
Albia Newspapers	Off. Supplies & Forms	85.00
Alliant	Engineering Services	11676.09
Amazon	Food Preparation Service	677.31
Amer Home Fdg	Community Support Program	755.31
Sec Rds	Fuels	112.82
App Co Tourism	Contrib. & Purchase Serv	37530.87
App Co Treas	Off. Supplies & Forms	244.53
Ascendance	Engineering Services	19.92
Bailey Off	Off. Supplies & Forms	586.22
Baker's	Engineering Services	43.99
Bratz Oil	Mileage & Transp. Expense	1491.68
BUG PRO	Extermination Services	90.00
C-D Supply	Custodial Supplies	1038.19
Calhoun Burns	Engineering Services	7273.50
Cantera Aggregates	Engineering Services	2253.36
Capital One	Engineering Services	226.20
Card Services	Park Maint. & Supplies	230.68
CarQuest	Vehicle Supplies-Access	640.25
Centec	Care of Soldiers Graves	392.25
C'ville Produce & Feed	Park Maint. & Supplies	267.41
Certified Power	Engineering Services	6486.66
Chariton Valley Elec	Electric Light & Power	428.22
Charm-Tex, Inc	Other Equipment	559.46
Cville Wtrwks	Electric Light & Power	7667.16
CocoBeen Reptiles	Park Maint. & Supplies	125.00
Const Trlr Specialists	Engineering Services	149.83
Brian Cowan Trucking	Engineering Services	5798.00
Davis Co Sch	Community Support Program	800.00
Davison Fuels & Oil	Fuels	42.86
Dept of Pediatrics	Legal Serv. Dep-Subp-Tran	12094.00
Electronic Eng	Engineering Services	37.50
Equipment Blades, Inc	Engineering Services	400.84
Ervin Masonry	Park Maint. & Supplies	260.00
EveryStep	Homemaker-Home Health Aid	1979.58
First National Bank	Dues & Memberships	149.70
Fogle TV	Park Maint. & Supplies	174.21
Forbes Office Solns	Off. Supplies & Forms	56.69
PJ Greufe	Health Insurance	1500.00

Jim Hawk Truck	Engineering Services	198.00
Hawkeye Truck Equip	Engineering Services	300.00
Henderson Products	Engineering Services	128.34
Heslinga Law Firm	Legal & Ct-Related Serv.	250.00
Hills San	Park Maint. & Supplies	114.00
Homestead	Food Preparation Service	8942.50
Hotsy Cleaning Systems	Engineering Services	780.00
Housby Mack	Engineering Services	183.67
K Howington	Medical & Health Services	250.00
Hy-Vee	Medical & Health Services	482.32
Impressive Designs	Off. Supplies & Forms	525.00
Independent Salt	Engineering Services	3292.33
Inland Truck Parts	Engineering Services	87.37
Interstate Batt	Engineering Services	428.85
Iowa Bridge & Culvert	Engineering Services	12702.70
IA Media Network	Legal Serv. Dep-Subp-Tran	190.13
IA ME	Medical & Health Services	1900.00
ISSDA	Educational & Train.Serv.	250.00
IA State Univ	Educational & Train.Serv.	750.00
ISACA	Educational & Train.Serv.	250.00
John Deere	Engineering Services	99.40
Kids World	Community Support Program	6910.02
Kimball	Engineering Services	478.94
R Lamb	Medical & Health Services	300.00
Legends	Engineering Services	65.79
LexisNexis	Dues & Memberships	200.00
Liberty	Telephone & Telegr.Serv.	862.00
Lockridge	Park Maint. & Supplies	583.35
Mail Serv	Vehicle Renewal Notices	568.59
MATURA	Community Support Program	655.05
MHC Kenworth	Engineering Services	1212.30
Midwest Alarm	Building Repair & Maintce	544.80
Midwest Wheel	Engineering Services	1870.30
MMIT	Off. Equip Repair & Maint	129.91
Monroe Pub Hlth	Community Support Program	1179.37
Numa Towing	Engineering Services	120.00
Orchard Pl	Community Support Program	1826.35
Ottumwa Courier	Off. Supplies & Forms	68.39
Owl Pharm	Prescriptions & Medicine	105.10
Petty C-Sheriff	Postage & Mailing	31.72
R Pfannebecker	Building Repair & Maintce	182.97
Phelps Uniform	Engineering Services	163.88
Pitney Bowes	Telephone & Telegr.Serv.	195.00
PowerPlan	Engineering Services	446.06
Prof Computer	Off. Equip Repair & Maint	47.95
Quick Shop	Transportation	89.53
Quill	Off. Supplies & Forms	545.01
RASWC	Engineering Services	40.00
RRWA	Engineering Services	41.90
RICOH	Off. Supplies & Forms	23.98
River Hills	Medical & Health Services	199.00
RJ Powersports	Park Maint. & Supplies	59.99
G Roefer	Medical & Health Services	300.00
SCICAP	Community Support Program	26850.53
Seymour Tire	Engineering Services	65.00
Shopkey	Engineering Services	1308.00
SIEDA	Community Support Program	2033.78

Sign Solutions	Engineering Services	232.74
Sinclair NAPA	Engineering Services	2639.60
SMS Power Train	Engineering Services	158.91
Snap-On Tools	Engineering Services	93.75
Solutions	Computer & Microfilm Supp	2136.00
So IA Heat, Cool, & Plumb	Off. Equip Repair & Maint	261.88
Stericycle	Off. Supplies & Forms	176.87
Ty Stewart	Dues & Memberships	275.00
Stubbs Petroleum	Engineering Services	502.09
D Sturms	Mileage & Transp. Expense	256.30
Summit Co	Engineering Services	1784.85
Thomson Reuters	Educational & Train.Serv.	152.60
UI Diagnostic Labs	Legal Serv. Dep-Subp-Tran	1462.50
UnityPoint	Engineering Services	84.00
US Bank	Educational & Train.Serv.	308.68
US Cellular	Off. Supplies & Forms	1035.53
Verizon	Contrib. & Purchase Serv	40.00
Walker Welding	Engineering Services	7649.42
Windstream	Telephone & Telegr.Serv.	334.31
Winger	Building Repair & Maintce	1000.00
Ziegler	Engineering Services	17303.02
911 Custom, LLC	Uniforms	298.00
Grand Total		244023.07

Buban motioned to approve the liquor license for Louies Lakeside Bistro (pending dram).

Seconded by Harvey. All voted aye.

Bill Cortesio discussed TIF. Harvey will work with the committee to get a policy developed and submitted to the board.

Buban motioned to open the public hearing on Tax Sale #3254 at 9:10 A.M. Seconded by Harvey. All voted aye. An opening bid of \$35 was received from Sixty LLC. No other bids were received. Harvey motioned to close the public hearing at 9:11 A.M. Seconded by Buban. All voted aye. Buban motioned to approve resolution 2025-11. Seconded by Harvey. All voted aye.

RESOLUTION 2025-11

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: Sixty LLC in the amount of Thirty-Five dollars 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

/s/Jeff Kulmatycki, Chairman, Board of Supervisors

ATTEST: /s/Kelly Howard, Appanoose County Auditor

County Attorney, Ty Stewart stated under the current Honey Creek Proposal there is risk to the county, and he cannot give his recommendation to proceed. No action was taken.

Buban motioned to approve the Iowa Department of Management Memorandum of Understanding (IT Services). Seconded by Harvey. All voted aye.

Terry Sivetts spoke to the board about dust control. The public also commented on the current dust control policy.

Harvey presented his resolution which included the application fee and options of no maintenance with no costs or maintenance for \$100. After discussion the board voted on Buban's proposed resolution. It does not contain an application fee because a separate policy discusses application fees. Harvey motioned to approve Resolution 2025-13. Seconded by Buban. All voted aye.

RESOLUTION 2025-13 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 up 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 17th day of March 2025

/s/Jeff Kulmatycki, Chairman, Scott Buban, Member, Dustin Harvey, Member

ATTEST: /s/Kelly Howard, County Auditor

Buban motioned to approve the Bond to Insure Against Double Payment for Emergency Services Marketing Check #64076 for \$3,546. Seconded by Harvey. All voted aye.

Harvey motioned to accept the resignation of Deputy Treasurer Misty Cardani effective March 13th. Seconded by Buban. All voted aye.

Harvey motioned to approve the Notice of Destruction of Noxious Weeds. Seconded by Buban. All voted aye.

Buban motioned to approve Resolution 2025-12. Seconded by Harvey. All voted aye.

RESOLUTION #2025-12 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 3-17-2025.

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 3-17-2025 the vote being as follows:

Ayes: Jeff Kulmatycki, Dustin Harvey, Scott Buban

Nays: none

Attest: Kelly Howard, County Auditor

Buban motioned to approve the Traffic Safety Improvement Program (TSIP) Funding Agreement for four speed feedback signs in Unionville. Seconded by Harvey. All voted aye.

County Engineer, Brad Skinner, provided an update to the board. The bridge on 200th is progressing and is probably causing the increase of traffic in Rathbun. Crews are brush cutting but waiting to burn due to the red flag warning. They will be working on 265th north of Highway 2 later this week. Buban asked about the Boyer Ridge Road bridge. Skinner stated that he is still trying to get the railroad to agree to fix it.

Public Comments: There were no public comments.

The Board adjourned to meet the call of the Auditor at 10:54 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

APPANOOSE COUNTY SHERIFF

Treasurer Report

01/01/2025 thru 03/26/2025

MAR	Beginning Running Balance	43,461.64
	Credits (Deposits)	44,881.22
	Debits (Withdraws)	39,060.80
	Ending Running Balance	\$49,282.06

Receipt Details - Collected during date range

CL-CINNATI	300.00
CL-MYSTIC	300.00
CL-NUMA	300.00
COPIES_CR	11.00
COPIES_CV	359.00
DL-COUNTY	2.00
DL-DOT	5.50
EXECUTION	30.00
INTEREST	3.08
JAIL PHONES	2,158.26
LATE FEE	5.00
MAIL	29.86
MILEAGE	1,206.75
PROCESS NOTICE	270.00
PUBLICATION	182.70
REFUND	17.08
REIMB-GOV	14,186.75
SALE	150.00
SERVICE FEES	4,671.81
SHERIFF'S DEED	100.00
TRUST FUND	18,762.43
WAGE	30.00
WP-ACQUIRE	25.00
WP-COUNTY	1,420.00
WP-DPS	355.00

Receipts Posted by Date Paid: 44,881.22

Receipts with Date Paid Before Minimum Date, deposited this Date Range: 0.00

Advance Fees Deposited this Date Range: 0.00

(This should equal credits for the date range) Deposited Total: **44,881.22**

Payout Information:

Monthly Starting Balance: 43,461.64

Receipts deposited this date range: 44,881.22

Total to Account For: 88,342.86

Disbursements Made This Date Range: -39,060.80

Funds to be paid to County Treasurer: Should Match Checkbook

CL-CINCINNATI	300.00
CL-MYSTIC	300.00
CL-NUMA	300.00
COPIES_CR	11.00
COPIES_CV	359.00
DL-COUNTY	2.00
EXECUTION	30.00
INTEREST	5.41
JAIL PHONES	2,158.26
LATE FEE	5.00
MAIL	29.86
MILEAGE	1,206.75
PROCESS NOTICE	270.00
REIMB-GOV	14,186.75
SALE	150.00
SERVICE FEES	4,671.81
SHERIFF'S DEED	100.00
WAGE	30.00
WP-ACQUIRE	25.00
WP-COUNTY	1,420.00

Total fees Due to County Treasurer:	25,560.84
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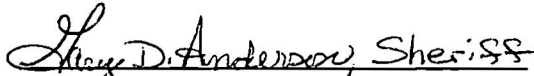
Other Funds in Checkbook:

REFUND	0.00
TRUST FUND	23,636.22
WP-DPS	85.00

Total Other Funds in Checkbook:	23,721.22
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Zero Balance Check**0.00**

I, the Sheriff of APPANOOSE COUNTY SHERIFF do hereby certify that the report given above is a correct report of payments collected by me as said Sheriff during the month ending 3/26/2025


STCACCESS CODE ONLY

Prepared by:

**Data Grant Agreement
Concerning
the Granted Use of Geographic Information System Data**

This Data Grant Agreement is entered into this 14 day of March, 2025 by and between Appanoose County AND

Paul Keyser (Hereinafter referred to as Grantee)
(Print or Type Grantee Name)

6625 West Washington Avenue, Windsor Heights IA, 50324
(Print or Type Grantee Address)

Paul Keyser 515-661-9082
(Print or Type Grantee Contact Person) (Print or Type Grantee Telephone Number)

Project Name and Description: Thesis Project. I will examine the impact
of river-side grass buffers on landowners using the Agricultural
Conservation Planning Framework and the Financial and Nutrient Reduction
tools in GIS.

The PURPOSE OF THIS DATA GRANT AGREEMENT is to specify the terms and conditions under which Appanoose County grants the use of Appanoose County Geographic Information System (GIS) data and/or digital data products to the above mentioned Grantee for the project described.

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

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

Appanoose County agrees to grant the use of the GIS data listed on page 4 of this agreement, which have been reviewed and are suitable for this project which benefits the citizens of Appanoose County. This GIS data will be free of charge, though there may be charges based on the direct cost of materials and services to provide the data.

Grantee agrees that the GIS Data provided under this Agreement are intended for the sole use of the Grantee in support of the specific project referenced above. GIS Data is granted for the life of the project and may be enhanced, analyzed, manipulated or output by the duly authorized agents of the requesting agency or organization but only for the purposes of the specified project.

Grantee also agrees a copy of all digital data (with appropriate documentation), publications, maps, or other geographic or summary information produced by this project shall be provided to the GIS Technician.

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

Limitations of the data and information provided

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

Restrictions on use of the data and information provided

1. The Grantee understands that this is a one-time only delivery and that Appanoose County has no responsibility for updating this product or information therein.
2. This Data Grant Agreement does not constitute a transfer of any title or interest in the Appanoose County GIS data.
3. The Grantee agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for databases, tax maps, and other collateral information, and products established or produced by Appanoose County, or the vendors furnishing said items to Appanoose County.
4. The Grantee may copy the Appanoose County GIS data granted via this agreement only for backup purposes.
5. Derived products such as graphic displays and printed tabular listings derived from Appanoose County GIS data may be used in publications and presentations, provided that credit is given to Appanoose County as the custodian of the data and credit is also given to the original source of the data if other than Appanoose County. Appanoose County also requires that in the use of this data the Grantee employ, attach or release a statement which includes the following text:
6. The Grantee shall use the GIS data exclusively for internal use and not for the use by any other person or entity, including, but not limited to, any entity which is affiliated with the Grantee.
7. In order to maintain data quality and consistency and to ensure notification to all parties regarding data updates, the Grantee agrees that the GIS data or portion thereof will not be licensed, assigned, released, published, transferred, sold or otherwise made available to a third party without the expressed written permission of Appanoose County. The Grantee should instead refer other governmental units, agencies, organizations, companies or individuals to Appanoose County for direct distribution of Appanoose County GIS data.
8. Upon the occurrence of the breach of or non-compliance with any term or provision of this Agreement, Appanoose County may provide written notice of the occurrence to the Grantee, and terminate this Agreement. This Agreement shall terminate immediately following such notice by Appanoose County. The Grantee shall, within 30 days after termination of this Agreement, return all GIS Products that were exchanged through this Agreement and are in the possession of the Grantee to Appanoose County.
9. This Grant Agreement constitutes the entire agreement between the parties hereto. This Agreement may not be changed, modified, or amended, in whole or in part, except in writing, and signed by the parties.
10. This Agreement and performance hereunder shall be governed and construed by the Laws of the State of Iowa.

Appanoose County makes no claims as to the reliability of the data or the validity of any future use of this data. Appanoose County maintains an ongoing program to record and correct errors in this data that are brought to its attention.

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

The GIS Products being provided via this agreement are: landowner and property line data for all of Appanoose County.

Grantee shall pay Appanoose County a one-time fee of \$_____ for the direct cost of materials and services as itemized on the Appanoose County GIS Data Cost Analysis sheet.

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

Authorizing Signature: Paul Keyser Date 3/14/2025

Print Name: Paul Keyser

Title: Masters Student

Company or Affiliation: Iowa State University

Appanoose County acknowledges this Data Exchange Agreement as specified above:

(Chair, Appanoose County Board of Supervisors) Date _____

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

GIS Technician
1200 Hwy 2 West
Centerville, Iowa 52544

**Data Grant Agreement
Concerning
the Granted Use of Geographic Information System Data**

This Data Grant Agreement is entered into this 7th day of April, 2025 by and between Appanoose County AND

Wayne Claassen Engineering and Surveying, Inc.
(Print or Type Grantee Name) (Hereinafter referred to as Grantee)

2205 Ave. Waterloo, IA 50701
(Print or Type Grantee Address)

Bill Claassen
(Print or Type Grantee Contact Person)

319-235-6294
(Print or Type Grantee Telephone Number)

Project Name and Description: Natural Gas Replacement in
Centerville, IA

The PURPOSE OF THIS DATA GRANT AGREEMENT is to specify the terms and conditions under which Appanoose County grants the use of Appanoose County Geographic Information System (GIS) data and/or digital data products to the above mentioned Grantee for the project described.

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

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

Appanoose County agrees to grant the use of the GIS data listed on page 4 of this agreement, which have been reviewed and are suitable for this project which benefits the citizens of Appanoose County. This GIS data will be free of charge, though there may be charges based on the direct cost of materials and services to provide the data.

Grantee agrees that the GIS Data provided under this Agreement are intended for the sole use of the Grantee in support of the specific project referenced above. GIS Data is granted for the life of the project and may be enhanced, analyzed, manipulated or output by the duly authorized agents of the requesting agency or organization but only for the purposes of the specified project.

Grantee also agrees a copy of all digital data (with appropriate documentation), publications, maps, or other geographic or summary information produced by this project shall be provided to the GIS Technician.

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

Limitations of the data and information provided

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

Restrictions on use of the data and information provided

1. The Grantee understands that this is a one-time only delivery and that Appanoose County has no responsibility for updating this product or information therein.
2. This Data Grant Agreement does not constitute a transfer of any title or interest in the Appanoose County GIS data.
3. The Grantee agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for databases, tax maps, and other collateral information, and products established or produced by Appanoose County, or the vendors furnishing said items to Appanoose County.
4. The Grantee may copy the Appanoose County GIS data granted via this agreement only for backup purposes.
5. Derived products such as graphic displays and printed tabular listings derived from Appanoose County GIS data may be used in publications and presentations, provided that credit is given to Appanoose County as the custodian of the data and credit is also given to the original source of the data if other than Appanoose County. Appanoose County also requires that in the use of this data the Grantee employ, attach or release a statement which includes the following text:
6. The Grantee shall use the GIS data exclusively for internal use and not for the use by any other person or entity, including, but not limited to, any entity which is affiliated with the Grantee.
7. In order to maintain data quality and consistency and to ensure notification to all parties regarding data updates, the Grantee agrees that the GIS data or portion thereof will not be licensed, assigned, released, published, transferred, sold or otherwise made available to a third party without the expressed written permission of Appanoose County. The Grantee should instead refer other governmental units, agencies, organizations, companies or individuals to Appanoose County for direct distribution of Appanoose County GIS data.
8. Upon the occurrence of the breach of or non-compliance with any term or provision of this Agreement, Appanoose County may provide written notice of the occurrence to the Grantee, and terminate this Agreement. This Agreement shall terminate immediately following such notice by Appanoose County. The Grantee shall, within 30 days after termination of this Agreement, return all GIS Products that were exchanged through this Agreement and are in the possession of the Grantee to Appanoose County.
9. This Grant Agreement constitutes the entire agreement between the parties hereto. This Agreement may not be changed, modified, or amended, in whole or in part, except in writing, and signed by the parties.
10. This Agreement and performance hereunder shall be governed and construed by the Laws of the State of Iowa.

Appanoose County makes no claims as to the reliability of the data or the validity of any future use of this data. Appanoose County maintains an ongoing program to record and correct errors in this data that are brought to its attention.

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

The GIS Products being provided via this agreement are: Shape files of
Parcel Map

Grantee shall pay Appanoose County a one-time fee of \$_____ for the direct cost of materials and services as itemized on the Appanoose County GIS Data Cost Analysis sheet.

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

Authorizing Signature: Bill Claassen Date 3/20/2025

Print Name: Bill Claassen

Title: President

Company or Affiliation: Wayne Claassen Engineering and Surveying, Inc.

Appanoose County acknowledges this Data Exchange Agreement as specified above:

(Chair, Appanoose County Board of Supervisors) Date _____

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

GIS Technician
1200 Hwy 2 West
Centerville, Iowa 52544

Resolution # 2025-__

WHEREAS, it has been determined by the Board of Supervisors of Appanoose County, Iowa, that Tax Sale #2002-6787: Aud Res Main St, Exc S 1', Lot 3 Block 3, Mystic Corp, Appanoose County, Iowa (Parcel 390061001150000) 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 April 21, 2025 at _____ A.M. in the Appanoose County Courthouse to consider the sale of the above-described property upon motion by _____ and seconded by _____.
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 7th day of April 2025.

APPANOOSE COUNTY BOARD OF SUPERVISORS

Ayes:

Nays:

ATTEST:

County Auditor

Resolution # 2025-__

WHEREAS, it has been determined by the Board of Supervisors of Appanoose County, Iowa, that Tax Sale #2003-7225: Auditors Resurvey Main Street Lot 2 Block 3, Except the East 21 ½ Ft, City of Mystic, Appanoose County, Iowa (Parcel 390061001160000) 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 April 21, 2025 at _____ A.M. in the Appanoose County Courthouse to consider the sale of the above-described property upon motion by _____ and seconded by _____.
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 7th day of April 2025.

APPANOOSE COUNTY BOARD OF SUPERVISORS

Ayes:

Nays:

ATTEST:

County Auditor

Resolution # 2025-__

WHEREAS, it has been determined by the Board of Supervisors of Appanoose County, Iowa, that Tax Sale #3122: Coal located in the Southeast, Northeast 40 Acres of Section 29, Township 68, Range 17, Appanoose County, Iowa (Parcel 02013100569000 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 April 21, 2025 at _____ A.M. in the Appanoose County Courthouse to consider the sale of the above-described property upon motion by _____ and seconded by _____.
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 7th day of April 2025.

APPANOOSE COUNTY BOARD OF SUPERVISORS

Ayes:

Nays:

ATTEST:

County Auditor

Resolution # 2025-__

WHEREAS, it has been determined by the Board of Supervisors of Appanoose County, Iowa, that Tax Sale #3123: Coal located in the Northeast, Southwest 25 Acres of Section 29, Township 68, Range 17, Appanoose County, Iowa (Parcel 020131005700000) 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 April 21, 2025 at _____ A.M. in the Appanoose County Courthouse to consider the sale of the above-described property upon motion by _____ and seconded by _____.
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 7th day of April 2025.

APPANOOSE COUNTY BOARD OF SUPERVISORS

Ayes:

Nays:

ATTEST:

County Auditor

Resolution # 2025-__

WHEREAS, it has been determined by the Board of Supervisors of Appanoose County, Iowa, that Tax Sale #3124: Coal located in the Northwest, Southeast 20 Acres of Section 29, Township 68, Range 17, Appanoose County, Iowa (Parcel 020131005710000) 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 April 21, 2025 at _____ A.M. in the Appanoose County Courthouse to consider the sale of the above-described property upon motion by _____ and seconded by _____.
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 7th day of April 2025.

APPANOOSE COUNTY BOARD OF SUPERVISORS

Ayes:

Nays:

ATTEST:

County Auditor

Resolution # 2025-__

WHEREAS, it has been determined by the Board of Supervisors of Appanoose County, Iowa, that Tax Sale #3125: Coal located in the Northeast, Southeast 25 Acres of Section 29, Township 68, Range 17, Appanoose County, Iowa (Parcel 020131005720000) 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 April 21, 2025 at _____ A.M. in the Appanoose County Courthouse to consider the sale of the above-described property upon motion by _____ and seconded by _____.
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 7th day of April 2025.

APPANOOSE COUNTY BOARD OF SUPERVISORS

Ayes:

Nays:

ATTEST:

County Auditor

Resolution # 2025-__

WHEREAS, it has been determined by the Board of Supervisors of Appanoose County, Iowa, that Tax Sale #3126: Coal located in the Southeast, Southeast 10 Acres of Section 29, Township 68, Range 17, Appanoose County, Iowa (Parcel 020131005730000) 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 April 21, 2025 at _____ A.M. in the Appanoose County Courthouse to consider the sale of the above-described property upon motion by _____ and seconded by _____.
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 7th day of April 2025.

APPANOOSE COUNTY BOARD OF SUPERVISORS

Ayes:

Nays:

ATTEST:

County Auditor

Resolution # 2025-__

WHEREAS, it has been determined by the Board of Supervisors of Appanoose County, Iowa, that Tax Sale #3363: Coal located in the Southeast, Southwest 10 Acres of Section 29, Township 68, Range 17, Appanoose County, Iowa (Parcel 360031000700000) 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 April 21, 2025 at _____ A.M. in the Appanoose County Courthouse to consider the sale of the above-described property upon motion by _____ and seconded by _____.
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 7th day of April 2025.

APPANOOSE COUNTY BOARD OF SUPERVISORS

Ayes:

Nays:

ATTEST:

County Auditor

Resolution # 2025-__

WHEREAS, it has been determined by the Board of Supervisors of Appanoose County, Iowa, that Tax Sale #3364: Coal located in the Southwest, Southeast 10 Acres of Section 29, Township 68, Range 17, Appanoose County, Iowa (Parcel 360031000710000) 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 April 21, 2025 at _____ A.M. in the Appanoose County Courthouse to consider the sale of the above-described property upon motion by _____ and seconded by _____.
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 7th day of April 2025.

APPANOOSE COUNTY BOARD OF SUPERVISORS

Ayes:

Nays:

ATTEST:

County Auditor

Resolution # 2025-__

WHEREAS, it has been determined by the Board of Supervisors of Appanoose County, Iowa, that Tax Sale #3253: Coal located in the West one-half of the West one-half in the Southeast 40 Acres of Section 13, Township 69, Range 18, Appanoose County, Iowa (Parcel 301261003530000) 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 April 21, 2025 at _____ A.M. in the Appanoose County Courthouse to consider the sale of the above-described property upon motion by _____ and seconded by _____.
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 7th day of April 2025.

APPANOOSE COUNTY BOARD OF SUPERVISORS

Ayes:

Nays:

ATTEST:

County Auditor

Resolution # 2025-__

WHEREAS, it has been determined by the Board of Supervisors of Appanoose County, Iowa, that Tax Sale #5681: Coal located in the E ½ NW & W ½ NE 160 Acres of Section 34, Township 69, Range 18, Appanoose County, Iowa (Parcel 010121005690000) 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 April 21, 2025 at _____ A.M. in the Appanoose County Courthouse to consider the sale of the above-described property upon motion by _____ and seconded by _____.
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 7th day of April 2025.

APPANOOSE COUNTY BOARD OF SUPERVISORS

Ayes:

Nays:

ATTEST:

County Auditor

Resolution # 2025-__

WHEREAS, it has been determined by the Board of Supervisors of Appanoose County, Iowa, that Tax Sale #3249: Coal located in Lot 7 S ½ S ½ Southwest ¼ Southwest ¼ Section 12, Township 69, Range 18, Appanoose County, Iowa (Parcel 301261003490000) 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 April 21, 2025 at _____ A.M. in the Appanoose County Courthouse to consider the sale of the above-described property upon motion by _____ and seconded by _____.
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 7th day of April 2025.

APPANOOSE COUNTY BOARD OF SUPERVISORS

Ayes:

Nays:

ATTEST:

County Auditor

Solutions License/Support Agreement - Exhibit A for Appanoose County

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

SUPPORT FEES: A support fee of : \$45,793.33 shall be paid by the Customer to cover the the following licensed programs as indicated: The Agreement starts on 07/01/25 and ends on 06/30/26.

		Annual Fee
Group A.		
<u>Assessor Administration Applications</u>		
<u>1</u>	Base Real Estate / Grain / Partial Exemption / M & E	\$4,581.66
	Sales Ratio Integration into base Real Estate	\$0.00
<u>1</u>	Vanguard Integrated Work Module	\$1,886.57
	Schneider/Sidwell Transfer of CSR, Val. Acres	\$0.00
		\$6,468.23
<u>Auditor</u>		
<u>1</u>	Base Real Estate / Grain / Utility Tax / TIF support	\$4,581.66
	Transfer Book and Reports	\$0.00
<u>1</u>	Government General Ledger/Accounts Payable/Budgets and Accrual Reporting	\$4,851.17
<u>1</u>	Government Payroll System	\$3,975.26
<u>1</u>	Fixed Assets - Basic Inventory	\$539.02
	Drainage Accounting - Subsystem	\$0.00
	Drainage Real Estate - Subsystem	\$0.00
		\$13,947.11
<u>Engineer</u>		
<u>1</u>	D.O.T. Accounting & Payroll System w/ interface to Auditor	\$4,042.64
<u>1</u>	Equipment Costs & Records	\$808.53
	Parts & Materials Inventory	\$0.00
		\$4,851.17
<u>Recorder</u>		
<u>1</u>	Instrument Indexes	\$3,503.62
<u>1</u>	Accounts Receivable	\$808.53
	Vital Statistics	\$0.00
		\$4,312.15
<u>Treasurer</u>		
<u>1</u>	Tax Receipting, Specials, Payments, Apportionment, Daily Cash Out & TaxSale	\$6,561.33
<u>1</u>	Online Tax Payments - Loading, Receiving & Monitoring- Annual Fee	\$1,592.56
<u>1</u>	Miscellaneous Receipts / GL / Treasurer's Sub-ledger	\$2,695.09
	Drainage Tax Receipts-Subsystem	\$0.00
	Drainage Certificate Ledger-Subsystem	\$0.00
	Banking & Investments	\$0.00
<u>1</u>	Document Locator (Imaging) for DOT Library	\$808.53
		\$11,657.51
<u>Specialty Applications and/or Support</u>		
<u>1</u>	IBM I Server Management - for 8286-41A 78-0AA4X	\$2,940.10
	OnDemand Printer Output to Storage Definitions	\$0.00
<u>1</u>	Scanning Interface for Imaging for Document Locator for 1st User	\$808.53
<u>1</u>	Scanning Interface for Imaging for Document Locator for additional Users	\$808.53
	CSN Interface includes 1 license of Claims by Department	\$0.00
	Urban Revitalization, Annexation and Phase in	\$0.00
	Records Storage Management	\$0.00
	Third Party Transfer Book Interface	\$0.00
	Claims by department Interface for	\$0.00
		\$0.00
	Payroll by Department Interface for -	\$0.00
		\$0.00
		\$4,557.16
G	License/Support Agreement TOTAL	\$45,793.33

Solutions License/Support Agreement - Exhibit A for Appanoose County

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

Federal and State Mandated Enhancements

Minor Enhancements

Major Enhancements as specified in the Agreement

Phone Support shall include and be limited to:

2 hours of support aggregate per incident related to questions on the correct use and function of the Licensed Program.

All phone related support shall be limited to an 8 hour aggregate per office, per month.

Phone Support through this Agreement does not cover:

Questions on the use of the Operating System, Database or Utilities. This may be covered by a variety of other service Agreements. Examples would be IBM i OS V7R3, Windows Server 2019, 2022, Microsoft Windows SQL Server 2022, etc.

Questions on Hardware This may be covered by a variety of other service Agreements.

Fixing the Customer's data due to mistakes or incorrect usage of the program, requiring programming or other methods not covered.

Performance of data audits to determine nature customer data discrepancies. (Example: Customers out of balance)

Phone Support shall not be construed to include training. -- Training is offered at additional rate as described in support agreement.

Solutions support team will not train Customer on core responsibilities of their office. Support is strictly prohibited to reasonable assistance and guidance related to software functionality and maintenance

All other duties performed over the phone shall incur our usual rates as specified in the Agreement

User Group Training in the use of Licensed Programs may, from time to time, be arranged by Vendor. There may be a nominal charge for the class, to cover the cost of preparation, materials and facilities

IBM i Server Management

System Administration, Troubleshooting & Support

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

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

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

Message Identifiers in any message queue

System Administration support for Solutions Application installs & upgrade

Job restarts & Application procedures

Create & maintain file systems, directories, & log files

Support for data backups and assistance in creating backup schedules

Phone Support and Online Remote Assistance

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

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

IBM i Software Patch Management

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

IBM i Software Upgrades and Updates

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

Managing Users

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



A division of  **HARRIS**
LOCAL GOVERNMENT

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

Licensed Code License/Support Agreement

This License/Support Agreement ("this Agreement") is made and entered into this 1st day of July 2025 by and between "Solutions", Inc. (hereinafter "Vendor"), a (Software Developer and Licensor) with principal offices at 2311 West 18th Street Spencer Iowa 51301-2631, and Appanoose County, hereinafter "Customer"), a (Local Government and its Offices) with principal offices at: 201 N 12th Street Centerville, IA 52544

WHEREAS,

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

WHEREAS,

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

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

Section 1 - Definitions

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2 - Scope of Services

2.1 Software License and Restrictions. Contingent upon Customer's compliance with the terms of this Agreement, Vendor grants to Customer a perpetual (subject to Paragraph 12), non-exclusive and non-transferable license to install and permit its employees ("Users") to use the Licensed Programs solely for Customer's internal purposes. Customer shall not copy the Licensed Programs except that Customer may create a limited number of copies of the Licensed Programs as reasonably necessary for archival or back-up purposes. Customer shall not sublicense, redistribute or otherwise allow third parties to use the Licensed Programs, directly or indirectly, whether on a time sharing, remote job entry or service bureau arrangement or otherwise. Customer will not engage any third party to host the Licensed Programs for Customer's use, nor will Customer host for others or otherwise make the Licensed Programs available for use by others. Customer will not modify or prepare derivative works of the Software. Customer will not reverse compile, reverse engineer or reverse assemble the Software or otherwise attempt to derive or obtain any portion of the Software source code. If Customer fails to pay all fees specified in Exhibit A, then Customer shall forfeit the right and license to use the System and shall return them to Vendor.

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



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

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

2.1.4 Vendor shall maintain a to provide the services set forth in this Agreement.

2.1.5 Vendor shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Vendor in Accordance with Vendor's standard reporting procedures. Vendor shall, at time of discovery, initiate work in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Vendor shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and Vendor shall include the Error Correction in all subsequent Releases of

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

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

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

2.1.8 Subject to space availability, Customer may enroll its employees in Vendor's training classes offered digitally or in person. Such classes are subject to the supplemental charges set forth in 3.2. Rate Schedule hereto.

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

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

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

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

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



Section 3 - Fees and Charges

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

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

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

3.2.2. Application Support exceeding 2 hours per incident – Current rate is one hundred seventy-five dollars per hour (\$175.00) for Primary Rate Shift unless otherwise described in Exhibit A.

3.2.3 Training Sessions-- Virtual Training, Current rate is one hundred seventy-five dollars (\$175) per hour. On Site Training will incur a rate of \$300 per hour + all travel expenses. Some training will be provided organically through Application Support Tickets not exceeding 2 hours per incident.

3.2.4. Programming related to Escalated Support Tickets or Feature Enhancement requests-- Current rate is two hundred ten dollars per hour (\$200.00) for Primary Shift with two hour minimum unless otherwise described in Exhibit A.

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

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

3.2.7. Service orders – Articles 3.2.1., 3.2.2., 3.2.3.3.2.4., and 3.2.5. will require a service order or approval, to be filled out by the Customer on work to be performed by Vendor on behalf of the Customer. Service Orders requiring data augmentation through Programming to correct balancing errors effecting \$500 or more OR opening a prior year's records post year end close will require signature of the Customer and an additional office holding representative/lawyer of the County. A sample of the Service Order is available from the Vendor.

3.2.8. Travel and Expenses - the Customer will be provided an estimate for travel based on location, the number of personnel traveling and time frame. The fee is based on current federal rate for mileage and round trip time to and from the customer's site. Current rate is \$300.00 an hour per person (**except level IV**) and is subject to change. Other costs such as hotel, per diem meals, parking/tolls will be included in the estimate to be paid by the Customer.

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

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



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

Section 4 - Proprietary Rights

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

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

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

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

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

4.6 The Customer shall not enlist Support from any entity outside of active Vendor employees. Contracting support related to the Vendor program through any additional 3rd party entity, former Vendor employees, or any persons outside of the Vendor's current staff is strictly prohibited. Customer shall not discuss open support tickets with any persons outside of current employees of the Customer without prior written consent of the Vendor.

Section 5 - Disclaimer of Warranty and Limitation of Liability



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

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

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

Section 6 - Termination/Cancellation

6.1 This Agreement may be terminated as follows:

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

6.1.2 This Agreement may be terminated by either party upon 90 days prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice 6.2 Any reduction by the Customer in the requirements of this contract shall be considered an early exit of a the Customer's Agreement.

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

6.4. Following termination of this Agreement, Vendor shall immediately invoice Customer for all accrued fees and charges and all reimbursable expenses, and Customer shall pay the invoiced amount immediately upon receipt of such invoice. Further, Customer shall cease using the Licensed Programs, and delete such programs from their systems within thirty days of termination. Vendor agrees that it will provide assistance on extracting any data from the Lichened Programs upon request, on a time and materials basis at the current rates at the time of request. Any amount not paid within 30 days after the invoice date shall bear interest at the lesser of 1.5 percent per month or the highest rate allowed by applicable law.

Section 7 - Hiring of Vendor's Personnel

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

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

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

Section 8 - Miscellaneous



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

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

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

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

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

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

(Customer) Appanoose County

By: _____

(Please type or print)

Signature: _____

Title: _____

Date: _____, 2025

Address: 201 N 12th Street

Centerville, IA 52544

Telephone Number _____

Attachments - Exhibit A pages 1 & 2

(Vendor) "Solutions", Inc.

By: Ruth Niermeyer

(Please type or print)

Signature: _____

Title: Executive VP

Date: _____, 2025

Address: 2311 West 18th St.

Spencer, Iowa 51301-2631

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





Information Technology Services Agreement - Statement of Work

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

1. TERM

1.1 Service Commencement Date

The Services in this Statement of Work will commence 07/01/25 as agreed by both Parties

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

2. SCOPE OF SERVICES

2.1 Overview

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

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

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

Application Support or Training – Please refer to your License/Support Agreement for terms and rates regarding Application Support and Training for Solutions software.

IBM i technical services and Image Services – Please refer to your License/Support Agreement for terms and rates regarding IBM i technical services and Image Services.

Computer Programming and Database Consulting – Please refer to your License/Support Agreement for terms and rates regarding computer programming and Database Consulting.

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

Level I - Level I Rate is available for Managed Services only - See addendum

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

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

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

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

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

2.2. "Solutions" General Service Level Agreement

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

General Service Levels are described below:

2.2.1. Service Support

2.2.1.1. Business Hours

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

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

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

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

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

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

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

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

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

2.2.1.3. Holiday Schedule

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

2.2.1.4. How to Get Help (Contact Support)

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

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

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

2.2.2. Duties and Responsibilities Overview

"Solutions" Responsibilities

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

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

Customer Responsibilities:

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

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

2.2.3. Incidents, Problems and Service Requests

Ticket Creation

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

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

Ticket Prioritization and Service Plans

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

Solutions Service Plans

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

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

Priorities

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

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

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

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

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

2.2.4. Ticket Resolution (Closing a Ticket)

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

2.3. Customer Communication

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

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

2.4 Customer Escalation

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

2.5. Billable or Pre-Paid Hours service order Process

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

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

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

2.6 Dispute Resolution

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

2.7. Solutions SERVICE PLANS included with this Statement of Work

X	Silver Managed Services Agreement - Annual Fee of	\$18,739.72
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Standard Travel Rates Apply. Statement of Work is for Hourly Services only as needed.

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

Total Statement of Work

\$18,739.72

3. INVOICING

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

SIGNATURES

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

Accepted by Customer:

Appanoose County

Accepted by Solutions, Inc.

signature

signature

Ruth Niermeyer

Name

Name

Executive VP

Title

Title

Date

Date

Customer will maintain their network to Industry Best Practices and Minimums

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

Monitoring IP addresses

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

Managed Services Software

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

Network Assessment and an analysis of all devices will be run regularly**The Customer will upgrade all Hardware and Software to recommended levels**

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

What cannot be Excluded from Managed Services?

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

What can be Excluded from Managed Services?

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

Break/Fix

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

Unsupported Hardware or Software

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

What is a New Installation or New Project

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

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

Managed Services Tickets (service orders):

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

Twenty-four by seven Monitoring and Alerting:

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

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

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

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

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

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

Patch Management:

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

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

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

Security Services:

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

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

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

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

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

Backup Services:

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

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

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

Pre-Paid Hours

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

Assets and Executive Reports:

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

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

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

Silver

The Customer - Appanoose County, is contracting for a Silver Managed Services Agreement for an annual fee of \$18,739.72.

		Monthly rate	Monthly Extended
Network Rate	1	\$269.05	\$269.05
Personal Computers, Laptops and Workstations	30	\$30.91	\$927.37
All server instances, includes physical servers, virtual servers, Hyper-V, VMware and Linux KVM	6	\$53.81	\$322.86
Monitored Network Devices (i.e. Firewalls, Switches, Wireless Access Points, Network Management.	4	\$3.43	\$13.74
Specialized Storage Systems such as iSCSI systems, NAS and JBOD systems. This should not include devices on separate agreement - ie Datto (Contracted Backup and storage listed under Miscellaneous	0	\$12.59	\$0.00
Printer Management is not an option at this time. We are monitoring only. Minimum Charge	10	\$2.86	\$28.62
Miscellaneous Devices - Such as - IBM i, IBM i consoles, IMM, iLO, Onsite Manager, Other devices seen such as Watt Boxes, PDU Monitoring, , include Datto here ("Solutions" may monitor these for compliance and for risk aversion)	5	\$0.00	\$0.00
Excluded Devices	4	55	Devices \$1,561.64

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

Auditor
Assessor
Supervisors
Recorder
Treasurer
Conservation
Engineer

Veteran Affairs
County Attorney

Solutions SERVICE PLANS

7/1/2025

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

Purpose of this Section:

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

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

Prepaid Services can be used for 24/7 Support

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

Auditor
Assessor
Supervisors
Recorder
Treasurer
Conservation
Engineer

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

Solutions SERVICE PLANS - ColumbiaSoft - Document Locator

Purpose of this Statement of Work:

7/1/2025

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

Installed - Image Services - Help Desk Support for Covered Products

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

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

Kofax - Ascent Capture - various products

System Administration, Troubleshooting & Support

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

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

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

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

We will provide System Administration support

We will assist you with Job restarts & application procedures

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

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

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

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

Covered Products Updates, Upgrades and Software Patch Management

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

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

Managing Users

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

\$0.00

Accepted by Customer:

Appanoose County

Accepted by Solutions, Inc.

signature

signature

Name

Ruth Niermeyer

Title

Name

Executive VP

Date

Title

Date

BOND TO INSURE AGAINST DOUBLE PAYMENT

Date: April 1, 2025

Office of Auditor, Appanoose County, Centerville, Iowa

WHEREAS, on or about the 18th day of November, 2024
there was issued from the above named office

CHECK # 63258 FUND # 02000

AMOUNT \$200.00 ACCOUNT # 02000 08000 482 02

PAYABLE TO Patricia Morrow
923 Drake Ave
Centerville, IA 52544

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

WHEREAS, Patricia Morrow 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 Patricia Morrow is held and firmly bound unto Appanoose County
and the Auditor in the sum of Two Hundred and no/100 (\$200.00)
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 2nd day of April, A.D. 2025

Patricia Morrow
Payee or Authorized Signer

STATE OF IOWA, COUNTY OF Appanoose

This instrument was acknowledged before me on 4/2/2025
(Date)

by Patricia Morrow
Payee or Authorized Signer

Meggie Whisler
Signature of Notary Public
Deputy Auditor
Title



SEAL

My Commission Expires 9/13/2027

Southern Iowa Development and Conservation Authority

304 South Maple
Fairfield, Iowa 52556

CERTIFICATION OF PROJECT COMPLETION AND REQUEST FOR REIMBURSEMENT

County: Appanoose County

Maximum 50% of cost share not to exceed \$90,000.00

Project Name: 502nd St Bridge Replacement.

An itemized list of project expenses to be reimbursed. (Please attach copies of project bills with this form)

ITEM	COST (\$)
Bid materials: steel pile, channel, plates, tubing, guardrail	\$ 75,549
County Labor Cost	\$ 14,672

Description and estimated dollar value of matching funds. (Please include an estimate of the number of hours and the associated value of personnel time dedicated to the project as well as the amount and value of land associated with the project, in-kind, labor, etc.)

DESCRIPTION	VALUE (\$)
Railroad Flatcars (3)	\$ 64,440
Crane Services	\$ 4,622
Misc Materials	\$ 7,718
County Equipment Cost	\$ 14,849

Description of funds received other than those requested from SIDCA.

DESCRIPTION	VALUE (\$)

Please use the back of this form if you need additional space.

TOTAL PROJECT COST \$ \$ 181,850

AMOUNT REQUESTED \$ \$ 90,000

Make check payable to: Appanoose County Secondary Roads

Address to send payment: 1200 Hwy 2 W Centerville, IA 52544

A copy of the engineering design for this project is retained and available for review as needed. The plans are on file in the Appanoose County Secondary Roads office.

Certification:

I certify that I, a professional engineer registered in the State of Iowa, have reviewed and approved the design, construction plans, and construction specifications for this project and that the project was installed in accordance with those plans and specifications as described in the approved project application.

Engineer's Signature

Date

Board of Supervisor Signature

Date

APPROVED FOR PAYMENT:

Signature for Southern Iowa Development & Conservation Authority

Date

Southern Iowa Development and Conservation Authority

304 South Maple
Fairfield, Iowa 52556

CERTIFICATION OF PROJECT COMPLETION AND REQUEST FOR REIMBURSEMENT

County: Appanoose County

Maximum 50% of cost share not to exceed \$40,000.00

Project Name: 502nd St Stream Bank Armoring.

An itemized list of project expenses to be reimbursed. (Please attach copies of project bills with this form)

ITEM	COST (\$)
Revetment Class E Material and Haul	\$ 40,376

Please use the back of this form if you need additional space.

Description and estimated dollar value of matching funds. (Please include an estimate of the number of hours and the associated value of personnel time dedicated to the project as well as the amount and value of land associated with the project, in-kind, labor, etc.)

DESCRIPTION	VALUE (\$)
County Labor Cost	\$ 15,751
County Equipment Cost	\$ 22,782
Clay/Dirt Material	\$ 7,615

Description of funds received other than those requested from SIDCA.

DESCRIPTION	VALUE (\$)

Please use the back of this form if you need additional space.

TOTAL PROJECT COST \$ 86,524

AMOUNT REQUESTED \$ 40,000

Make check payable to: Appanoose County Secondary Roads

Address to send payment: 1200 Hwy 2 W Centerville, IA 52544

A copy of the engineering design for this project is retained and available for review as needed. The plans are on file in the Appanoose County Secondary Roads office.

Certification:

I certify that I, a professional engineer registered in the State of Iowa, have reviewed and approved the design, construction plans, and construction specifications for this project and that the project was installed in accordance with those plans and specifications as described in the approved project application.

Engineer's Signature

Date

Board of Supervisor Signature

Date

APPROVED FOR PAYMENT:

Signature for Southern Iowa Development & Conservation Authority

Date

Iowa Department of Transportation
SECONDARY ROADS BUDGET

County: **Appanoose County**
Fiscal Year: **2026**
Version: **Original**

COUNTY CERTIFICATION

This Secondary Road Budget was adopted by the Board of Supervisors on

Date

ATTESTED

County Auditor

Date

County Engineer

Date

Chairperson, Board of Supervisors

Date

IOWA DOT BUDGET APPROVALS

Recommended Approval:

OLS Reviewer

Date

Approval:

Director of Local Systems

Date

SECONDARY ROADS BUDGET

		Actual Receipts Prior Years		Estimated Receipts	
		2 nd Prior	1 st Prior	Current	Next
		FY 2023	FY 2024	FY 2025	FY 2026
1. County Auditor's Beginning Balance		\$3,251,812.07	\$2,663,050.78	\$1,864,315.78	\$980,701.01
Receipts from Property Tax Levies	3.00375 Dollars on all taxable property in county except on property within cities and towns. (Max. \$3.00375)	\$868,051.00	\$898,040.00	\$957,182.00	\$1,000,000.00
	0.16875 Dollars on all taxable property in the county. (Max. \$0.16875)				
2A. Local Option Sales Tax		\$0.00	\$0.00	\$0.00	\$0.00
3. Regular Road Use Tax Received	(Doesn't include transfer of local R.U.T. to FM account for const. on FM routes)	\$3,183,162.37	\$3,234,089.77	\$3,051,501.00	\$3,239,847.00
3b. Amount for 306.4(a3)	(Senate File 451 - FM Ext. in City <=500)	\$45,486.98	\$46,773.32	\$44,049.23	\$46,533.21
3c. Time 21		\$370,406.94	\$367,942.43	\$362,134.00	\$361,644.00
4. RISE Funds		\$0.00	\$0.00	\$0.00	\$0.00
5. FA Bridge Replacement Funds		\$0.00	\$446,385.59	\$0.00	\$0.00
5a. SWAP Bridge Replacement Funds		\$458,931.73	\$0.00	\$0.00	\$0.00
6. Proposed transfer of FM funds to Local Secondary Fund.(Section 309.10)		\$0.00	\$0.00	\$0.00	\$0.00
7.Tax Refunds (-) and/or Credits (+).(Section 309.10 - Code of Iowa)		\$8,653.80	\$6,382.20	\$0.00	\$0.00
8. Miscellaneous Receipts <i>Donations, sale of used materials, Special Assessments, etc</i> <i>Itemized for 2026</i>	Gasoline, Street Maintenance- Other Gov't Entities Reimbursements			\$36,000.00	\$131,000.00
	Grants			\$160,000.00	\$15,000.00
	Materials sold, Trip permits			\$24,000.00	\$165,000.00
	TODS, Fax/Photocopy			\$200.00	\$200.00
	Watershed			\$5,500.00	\$5,500.00
	All Other	\$69,038.61	\$173,615.82		
9. Total Miscellaneous Receipts		\$69,038.61	\$173,615.82	\$225,700.00	\$316,700.00
10. TOTAL RECEIPTS		\$8,255,543.50	\$7,836,279.91	\$6,504,882.01	\$5,945,425.22

11. Road Use Tax Funds or other local funds not transferred to Secondary Roads to be transferred to FM fund for construction.	0	0	\$0.00	\$0.00
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SECONDARY ROADS BUDGET

	Actual Expenditures Prior Years		Estimated Expenditures	
	Prior 2	Prior 1	Current	Next
	FY 2023	FY 2024	FY 2025	FY 2026
70X * Administration and Engineering				
700 Administration Expenditures	\$410,782.36	\$392,165.34	\$411,131.00	\$474,937.00
701 Engineering Expenditures	\$373,702.45	\$353,421.54	\$384,490.00	\$397,598.00
TOTAL ADMINISTRATION AND ENGINEERING	\$784,484.81	\$745,586.88	\$795,621.00	\$872,535.00
020* Construction				
Adjusted Construction Program Expenditures (300) on FM and Local Sec. Roads (With other than FM funds ---See Accomplishment Year projects)	\$694,264.61	\$827,082.63	\$517,526.00	\$111,836.00
71X* Roadway Maintenance				
710 Bridges and Culverts (420, 430)	\$306,076.20	\$502,595.66	\$485,498.00	\$490,867.00
711 Roads (4250, 460, 480)	\$1,800,272.38	\$1,344,694.26	\$1,437,004.00	\$1,560,573.00
712 Snow and Ice Control (520)	\$82,153.91	\$97,706.66	\$136,254.00	\$136,254.00
713 Traffic Controls (590)	\$166,460.03	\$238,703.23	\$250,767.00	\$156,766.00
714 Road Clearing (490)	\$207,249.16	\$218,843.19	\$212,147.00	\$237,053.00
TOTAL ROADWAY MAINTENANCE	\$2,562,211.68	\$2,402,543.00	\$2,521,670.00	\$2,581,513.00
72X * General Roadway				
720 New Equipment (610)	\$500,338.09	\$504,860.33	\$690,000.00	\$405,000.00
721 Equipment Operations (620, 630, 650)	\$1,007,937.57	\$1,038,268.61	\$959,364.00	\$996,363.00
722 Tools, Materials and Supplies (655, 660, 670, 680, 690)	\$31,112.72	\$21,880.48	\$20,000.00	\$20,000.00
723 Real Estate and Buildings (800)	\$12,143.24	\$10,218.63	\$20,000.00	\$200,000.00
TOTAL GENERAL ROADWAY	\$1,551,531.62	\$1,575,228.05	\$1,689,364.00	\$1,621,363.00
TOTAL EXPENDITURES (70X + 020 + 71X + 72X)	\$5,592,492.72	\$5,550,440.56	\$5,524,181.00	\$5,187,247.00
County Auditor's balance at end of fiscal year	\$2,663,050.78	\$2,285,839.35	\$980,701.01	\$758,178.22
TOTAL (Must equal receipts) [Does not include transfer of Road Use Tax to FM Fund]	\$8,255,543.50	\$7,836,279.91	\$6,504,882.01	\$5,945,425.22

SECONDARY ROADS FIVE YEAR PROGRAM

Iowa Department of Transportation
SECONDARY ROADS FIVE YEAR PROGRAM

County: **Appanoose County**
Fiscal Year: **2026**
Version: **Original**

COUNTY CERTIFICATION

The detailed construction program for the secondary road system was adopted by the Board of Supervisors on _____

Date

ATTESTED

County Auditor

Date

County Engineer

Date

Chairperson, Board of Supervisors

Date

IOWA DOT PROGRAM APPROVALS

Recommended Approval: _____

OLS Reviewer

Date

Approval: _____

Director of Local Systems

Date

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SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2026	1st FY 2027	2nd FY 2028	3rd FY 2029	4th FY 2030	
L-7823A--73-04 210th Ave Bridge 49860	On 210TH AVE, Over STREAM, S23 T67 R18 RR Flatcar 23 / 67 / 18	20 miles 63900	Previous	\$100 320 Bridges Local	Local	180					\$180
					FM						
					Special						
					FA						
					SWAP						
FM-C004(130)--55-04 J46 Overlay 49851	On Hwy J46, from West County Line E 13 miles 14 / 68 / 18	800 12.710 miles	Previous	\$0 366 HMA Paving FM	Local						\$3,250
					FM	3,250					
					Special						
					FA						
					SWAP						
BROS-C004(131)--5F-04 McElvain 130th Bridge 37213	On 130th Ave, Over Cooper Crk, from HWY J46 N 1.25 miles to Bridge S10 T68N R19W Replace Existing Bridge 10 / 68N / 19W	25 0.020 miles 64800	Previous	\$0 320 Bridges FA	Local						\$700
					FM						
					Special						
					FA	700					
					SWAP						
FM-TSF-C004(123)--5B-04 J46 Curve Improvements 49861	On J46, from ECL Numa E 2 miles to 185th Ave \$500,000 TSIP Funding 16 / 68 / 18	800 2.200 miles	Previous	\$0 352 Excavation Special	Local						\$700
					FM	200					
					Special	500					
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp	Priority Years				
						Year	1st	2nd	3rd	4th	
Project Number	Location	AADT	Status	Day Labor							Total
Project Name	Description of Work	Length	FM	Type of Work		FY	FY	FY	FY	FY	
Project ID	Section / Township / Range	Federal ID	Transfer	Project Type	Fund	2026	2027	2028	2029	2030	
FM-TSF-C004(127)--5B-04 S70 Curve Improvements 54930	On S 70, from Hwy 2 N 11 miles to Hwy J18 TSIP Grant \$500,000 2 / 70 / 19	16 3.800 miles	Previous	\$0 366 HMA Paving Special	Local						\$700
					FM	200					
					Special	500					
					FA						
					SWAP						
L-9634A--73-04 310th Ave Bridge 37207	On 310th Ave, Over Unnamed Trib, from HWY 2 S 0.3 miles on WLINE S34 T69N R16W Beam in Slab 34 / 69N / 16W	50 0.010 miles 65110	Previous	\$60 320 Bridges Local	Local		160				\$160
					FM						
					Special						
					FA						
					SWAP						
LFM-7905A--7X-04 East 580th St Bridge 37209	On 580th St, Over Unnamed Trib to Kirkendall Cr, from 110th Ave 0.6 miles to 580th St Bridge on NLINE S5 T67N R19W Replace Existing Bridge RR Flatcar 5 / 67N / 19W	60 0.010 miles 63910	Previous	\$100 320 Bridges Local	Local		180				\$180
					FM						
					Special						
					FA						
					SWAP						
L-8634A--73-04 315th Ave Bridge 45625	On 315TH AVE, Over INDIAN CREEK, from 570th St S 0.8 miles to bridge S34 T68 R16 34 / 68 / 16	5 miles 64260	Previous	\$10 331 Pipe Culverts Local	Local		30				\$30
					FM						
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				
Project Number	Location	AADT	Status	Day Labor			1st	2nd	3rd	4th	Total
Project Name	Description of Work	Length	FM	Type of Work		FY	FY	FY	FY	FY	
Project ID	Section / Township / Range	Federal ID	Transfer	Project Type	Fund	2026	2027	2028	2029	2030	
STBG-SWAP-C004()-FG-04 Bridge Deck Overlays 54927	On T 14 Bridge deck rehab for bridges 981615, 980901 9 / 69N / 18W	540 miles	Previous	\$0 320 Bridges SWAP	Local						\$400
					FM						
					Special						
					FA		320				
					SWAP		80				
L-7816A--73-04 600th Street Bridge 52876	On 600TH ST, Over STREAM, from T20 W 0.5 miles S9 T67 R18 9 / 67 / 18	52 miles 63841	Previous	\$30 320 Bridges Local	Local			30			\$30
					FM						
					Special						
					FA						
					SWAP						
L-7702A--73-04 263rd Ave Bridge 52877	On 263RD AVE, Over PACKARD CREEK, from 582nd St S 0.7 miles S2 T67 R17 RR Flatcar 2 / 67 / 17	16 miles 63710	Previous	\$100 320 Bridges Local	Local			180			\$180
					FM						
					Special						
					FA						
					SWAP						
L-7609A--73-04 308th Ave Bridge 52878	On 308TH AVE, Over LONG BRANCH, from 590th St S 0.3 miles S9 T67 R16 RR Flatcar 9 / 67 / 16	26 miles 63500	Previous	\$100 320 Bridges Local	Local			180			\$180
					FM						
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2026	1st FY 2027	2nd FY 2028	3rd FY 2029	4th FY 2030	
LFM-8929A--7X-04 110th Ave Bridge Replacement 54925	On 110TH AVE, Over N SHOAL CREEK, from 560th Ave S 0.8 miles to bridge S29 T68 R19 RR Flatcar 29 / 68 / 19	45 miles 64941	Previous	\$100 320 Bridges Local	Local			180			\$180
					FM						
					Special						
					FA						
					SWAP						
FM-C004()-55-04 J3T Moravia HMA Overlay 56100	On J3T, from IA Hwy 5 SE 1.6 miles to ECL Moravia 4 / 70N / 17W	87 1.600 miles	New	\$0 366 HMA Paving FM	Local						\$375
					FM			375			
					Special						
					FA						
					SWAP						
STP-S-C004()-5E-04 J3T HMA Overlay 56097	On J3T, from ECL Moravia SE 8 miles to ECL Unionville 20 / 70N / 16W	805 9.600 miles	New	\$0 366 HMA Paving FA	Local						\$2,000
					FM			1,000			
					Special						
					FA			1,000			
					SWAP						
L-8825A--73-04 560th Bridge 37215	On 560th St, Over Unnamed Trib, from HWY 5 W 0.4 miles to 560th St Bridge on NLINE S25 T68N R18W Beam in Slab 25 / 68N / 18W	70 0.010 miles 64691	Previous	\$60 320 Bridges Local	Local				160		\$160
					FM						
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	ADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2026	1st FY 2027	2nd FY 2028	3rd FY 2029	4th FY 2030	
L-9610A--73-4 477th St Bridge Replacement 39598	On 477th Street, Over local drainage, from 310th Ave E 0.6 miles S10 T69 R16 Beam in Slab 10 / 69 / 16	20 0.100 miles	Previous	\$60 320 Bridges Local	Local				160		\$160
					FM						
					Special						
					FA						
					SWAP						
L-0730A--73-04 Boyer Ridge Bridge 49854	On BOYER RDG RD, Over OVER CP RR, S30 T70 R17 Bridge is owned by CP Railroad. Anticipate their funding replacement 30 / 70 / 17	50 miles 66090	Previous	\$0 320 Bridges Local	Local						\$800
					FM						
					Special				800		
					FA						
					SWAP						
BROS-C004()-5F-04 450th Street Bridge 49849	On 450th Street, Over SOAP CREEK, from 294th Avenue W 1 miles to bridge S31 T70 R16 31 / 70 / 16	76 miles 65990	Previous	\$0 320 Bridges FA	Local						\$600
					FM						
					Special						
					FA				600		
					SWAP						
BROS-C004()-5F-04 168th Ave Bridge Replacement 54924	On 168TH AVE, Over SMALL STREAM, from 166th Ave E 0.5 miles to bridge S20 T69 R18 20 / 69 / 18	70 miles 65500	Previous	\$0 320 Bridges FA	Local						\$1,500
					FM						
					Special						
					FA				1,500		
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp	Priority Years				
						Year	1st	2nd	3rd	4th	
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
L-9723A--73-04 265th Ave Bridge Replacement 54926	On 265TH AVE, Over STREAM, S23 T69 R17 Beam in Slab 23 / 69 / 17	11 miles 65261	Previous	\$100 320 Bridges Local	Local					160	\$160
					FM						
					Special						
					FA						
					SWAP						
L-8601A--73-04 330th Ave Bridge Replacement 54934	On 330TH AVE, Over FOX CREEK, from Hwy 2 S 0.5 miles to bridge S1 T68 R16 Beam in Slab 1 / 68 / 16	51 miles 64060	Previous	\$50 320 Bridges Local	Local					150	\$150
					FM						
					Special						
					FA						
					SWAP						
FM-C004()-55-04 T61 Pavement Improvement 54932	On T61, from Unionville NCL N 3 miles to 437th St Pavement Repair 27 / 70 / 16	11 2.600 miles	Previous	\$0 365 Stabilized Base FM	Local						\$500
					FM					500	
					Special						
					FA						
					SWAP						
FM-C004()-55-04 T61 Pavement Improvement 54933	On Hwy T61, from 437th St N 4 miles to 407th St Pavement Repair 24 / 70 / 16	11 4.000 miles	Previous	\$0 365 Stabilized Base FM	Local						\$500
					FM					500	
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

Fund	2026	2027	2028	2029	2030
SWAP	\$0	\$80,000	\$0	\$0	\$0
FM	\$3,650,000	\$0	\$1,375,000	\$0	\$1,000,000
Local	\$180,000	\$370,000	\$570,000	\$320,000	\$310,000
FA	\$700,000	\$320,000	\$1,000,000	\$2,100,000	\$0
Special	\$1,000,000	\$0	\$0	\$800,000	\$0

RESOLUTION FOR ROAD VACATION PUBLIC HEARING

Appanoose County

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

That portion of North Street with a Right-of-Way width of 40 feet, beginning 305 feet north of the Center of Section 5, Township 70N, Range 18W at the intersection of said North Street and State Street (175th Avenue) and west 30 feet to the west Right-of-Way line of State Street to the point of beginning; thence 20 feet each side of the centerline of North Street west 251 feet to the end of existing Right-of-Way, more particularly described as follows:

Commencing at the Center of Section 5, Township 70 North, Range 18 West of the Fifth Principal Meridian, Appanoose County, Iowa, and proceeding thence North 01°03'33" West along the East line of said Northwest Quarter a distance of 285.00; thence South 88°56'27" West a distance of 30.00 feet to the Point of Beginning lying on the West Right of Way line of State Street (175th Avenue); thence South 88°56'27" West a distance of 251.00 feet; thence North 01°03'33" West a distance of 40.00 feet; thence North 88°56'27" East a distance of 251.00 feet; thence South 01°03'33" East a distance of 40.00 feet to the Point of Beginning, said tract containing 0.23 acres, more or less.

NOW THEREFORE BE IT RESOLVED that a hearing on the proposed vacation will be held in the Board Room, Appanoose County Courthouse, 201 N 12th, Centerville IA 52544 at _____ on Monday April 21st, 2025 in accordance with Iowa Code Chapter 306.

Jeff Kulmatycki, Chair
Appanoose County Board of Supervisors

Date

ATTEST: Kelly Howard
Appanoose County Auditor

Date

Appanoose-Wapello County Engineer Agreement

This agreement is made and entered into on the _____ day of _____, 2025, by and between Appanoose County, Iowa (hereinafter identified as the Appanoose Board) and Wapello County, Iowa (hereinafter identified as the Wapello Board) and Bradley J. Skinner (hereinafter identified as Engineer). This agreement shall be known as the Appanoose-Wapello County Engineer Agreement. This agreement does not contemplate and shall not be construed to limit or expand the powers of the participating counties, except as expressly stated in the agreement. Wapello County, Iowa and Appanoose County, Iowa hereby enter into an agreement pursuant to Iowa Code Chapter 28E to share the services of a County Engineer. This Agreement shall terminate upon expiration of the term or as otherwise provided for within this agreement.

The purpose of said agreement is to establish a working mechanism between the two participating counties so that the Wapello Board may utilize the services of the Appanoose County Engineer, Bradley Skinner, during the temporary period of time when the Wapello Board seeks to employ and train a full-time County Engineer having the ability to serve in the capacity of Wapello County Engineer, in accordance with Iowa Code Sections 309.17 through 309.21.

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

1. The Engineer is currently employed by the Appanoose Board as a full-time "exempt" employee thereof, shall remain such during the period of this agreement, shall continue to be paid by the Appanoose Board his salary as described herein and accrue his fringe benefits as established and hereafter modified.
2. The Wapello Board requires and desires the temporary services of the Engineer to serve in the capacity of Wapello County Engineer in accordance with Iowa Code Sections 309.17 through 309.21.
3. The Engineer shall serve as the Appanoose County Engineer and the Wapello County Engineer, and continue in that position until such time as this agreement is terminated as provided herein, or if the 28E agreement is otherwise terminated. With respect to the services to be provided to Appanoose and Wapello County, the Engineer shall devote his professional time and talent to the best interest thereof and discharge all of the duties and responsibilities in his capacity as the County Engineer: he shall keep himself advised as to the condition of the budget items of the Secondary Road fund; he shall have control of the all planning, Engineering, construction and maintenance work of the Secondary Road Department and all employees therein in order to accomplish his official duties; he shall be responsible for administering disciplinary action to the employees of the Secondary Road Department as, in his opinion is required; and perform other duties that would be normally expected of a County Engineer.

4. The Engineer shall endeavor to provide a minimum of twenty (20) hours per week of job duties to each County and shall keep a written log of the time to be made available to either County upon request. Actual work time for the Engineer is expected to exceed forty (40) on a regular basis. The time shall be tabulated from arrival on project locations or the office until final departure for any given day. Recorded time may include travel, communication, administration, as well as any other traditional engineering, surveying, or administrative duties.
5. The Board of Supervisors of each County shall furnish the Engineer all equipment, materials, manpower and transportation necessary for the efficient performance of his official duties as the County Engineer. It is understood and agreed that good management and Engineering are the most important factors in the success of the Secondary Road Departments. It is further understood and agreed that the Engineer shall have full control of planning, Engineering, construction, and maintenance work of the Secondary Road Department in order to accomplish his official duties. This control includes, but is not limited to, the selection and utilization of consultant resources as the Engineer deems necessary.
6. The Engineer shall be paid actual and necessary expenses by the Appanoose County Board and the Wapello County Board while performing duties on behalf thereof of each County, including mileage for the use of his personal vehicle or either County's vehicle, when the use thereof is deemed necessary by the Engineer for the transaction of official Appanoose County or Wapello County business in accordance with Iowa Code Section 70A.9. Either or both Counties may also supply a vehicle to the Engineer for work-related purposes with either County's Board approval. Reimbursement for expenses shall be paid separately by each County in accordance with the County's reimbursement rates and policies.
7. The Engineer or his designee shall be present or available for consultation with each County at all times while actual work is underway on any construction projects or when a contractor has been hired for maintenance work and the work is under way.
8. Appanoose County shall remain as the primary employer of the Engineer. The Appanoose County Engineer's contract and Appanoose County personnel policy shall apply to all terms and conditions of employment of the Engineer which are not otherwise addressed herein. The Engineer shall continue to receive benefits and pay pursuant to his contract with Appanoose County and per the schedule outlined in item 10. Wapello County shall recognize the benefits accrued by the Engineer as an employee of Appanoose County, including but not limited to paid vacation days, holidays, sick days, retirement, and insurance benefits as per Appanoose County Personnel Policy and the Engineer's Employment Contract, which is hereby referenced and incorporated as part of this agreement.
9. The Engineer and Appanoose County shall be indemnified and saved harmless by Wapello County for any and all actions taken against Wapello County, the Wapello Board and/or the Engineer, due to actions performed by the Engineer and the Secondary Road Department in the course of the Engineer's official duties for Wapello County. The Wapello Board shall acquire any necessary bonds and provide and continue to subscribe to both personal and professional liability insurance coverage to effectuate the purpose of this paragraph and to provide defense for any covered

litigation and payment of any covered judgements. Likewise, the Engineer and Wapello County shall be indemnified and saved harmless by Wapello County for any and all actions taken against Appanoose County, the Appanoose Board and/or the Engineer, due to actions performed by the Engineer and the Secondary Road Department in the course of the Engineer's official duties for Appanoose County. The Appanoose Board shall acquire and maintain any necessary bonds and provide and continue to subscribe to both personal and professional liability insurance coverage to effectuate the purpose of this paragraph and to provide defense for any covered litigation and payment of any covered judgements.

10. It is agreed between the Appanoose Board and Wapello Board that the Engineer's base salary, as calculated in Item 10a below, will be shared by Appanoose County and Wapello County. This salary plus FICA, IPERS, and any other applicable taxes and benefits shall be paid by each County to the Engineer via Appanoose County payroll. Each County will provide workers' compensation insurance to the Engineer. Benefits and mutually beneficial expenses shall be split at the same rate as the Engineer's base salary between each County. Appanoose County shall be responsible for all payroll, calculating the total benefits and expenses to be reimbursed by Wapello County on a monthly basis. These expenses may include, but are not limited to: health insurance, dental insurance, expenses for professional organization membership, meetings and travel when using his personal vehicle (including but not limited to the Iowa County Engineers' Association Annual conference), and communication devices. The Engineer shall submit vehicle mileage to each county separately and will be reimbursed pursuant to each county's policies.
 - a. Starting July 1, 2025, the Engineer will be compensated a salary of \$172,411.88 to be paid for at the rate of 40% Appanoose County and 60% by Wapello County. Future adjustments to the base salary will be subject to the sharing rate as noted above.
 - b. Starting July 1, 2026, the Engineer will be compensated a salary TBD, but not less than that stated in item 10a, to be paid for at the rate of 40% Appanoose County and 60% by Wapello County. Future adjustments to the base salary will be subject to the sharing rate as noted above.
 - c. For the duration of the Agreement, Wapello County shall pay the Engineer through the Appanoose County payroll an additional \$1,000 per month, plus employer share of FICA, IPERS, and any other applicable taxes. This amount is to compensate the Engineer for the additional administrative duties he will perform for Wapello County.
11. Any party to the agreement may terminate the same in the proper manner prescribed as follows:
 - a. Either Board may terminate this contract at any time, without cause, by giving thirty (30) days' notice in writing to the Engineer and to the other county of such formal action taken on a majority vote of the Board. The Board terminating this agreement under this section shall pay the Engineer, at the time of termination, a severance allowance equal in amount to two (2) months salary owed to the Engineer by the terminating County as liquidated damages, plus one-half the accrued vacation time at the time of termination. If the remaining Board continues to desire the services of the Engineer, a separate and new

agreement shall be drafted and executed within thirty (30) days of notice of the termination.

- b. Any party may terminate this Contract for cause. In such case, the terminating party shall set forth in written notice the specific facts upon which the cause for termination is based, together with the date of termination. No severance pay shall be paid hereunder for justified cause. The Engineer shall be paid for all accrued vacation earned at the time of termination. If the remaining Board continues to desire the services of the Engineer, a separate and new agreement shall be drafted and executed within thirty (30) days of the notice of the termination.
- c. The Engineer may terminate this contract arrangement with either or both counties at any time, without cause, by giving thirty (30) days' notice in writing to both Boards. In such event, the Engineer shall continue to render his services and shall be paid regular compensation. At the end of the thirty (30) day period, the Engineer shall be paid for all accrued vacation earned at the time of termination, and salary shall revert to the compensation as described in the current "County Engineer Employment Contract & Agreement" with Appanoose County or a separate and new agreement shall be drafted and executed with Wapello County. No severance pay shall be paid hereunder.
- d. In the event that the Engineer no longer serves as the Engineer to Appanoose County, it will be understood that this agreement will no longer be binding on Appanoose County to provide an Engineer for Wapello County.

12. This agreement may be amended, revised, renewed, or extended at any time only by written approval of the Appanoose Board, the Wapello Board, and the Engineer.

13. This Agreement shall become effective upon the date in which the executed 28E Agreement document is filed with the Secretary of State.

Dated: _____

Appanoose County Board of Supervisors

Dated: _____

Wapello County Board of Supervisors

Jeff Kulmatycki, Chair

Darren Batterson, Chair

Kelly Howard, Auditor

Kelly Spurgeon, Auditor

Bradley J Skinner, PE & PLS, Engineer