

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 6, 2026

The Appanoose County Board of Supervisors will meet April 6, 2026 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 16, 2026 meeting
4. Approve reports (3/27 payroll & Sheriff Quarterly Report)
5. Approve bills
6. Sheriff Gary Anderson: Lake contract, cars & approve disposal of county assets
7. Larry Wright: Request for Maintenance – Wright-Brannon Cemetery
8. Approve Centerville Community Betterment Letter of Support
9. Approve 10-15 D.R.I.V.E Allocation
10. Set FY27 County Budget Public Hearing
11. Approve Silent Auction items/Set Silent Auction date & time
12. Approve FY27 Health Insurance Premiums/Wellness Program Incentive Notice
13. Approve tax suspension parcel 340011018080000
14. Approve County Computer Policy
15. Approve Bond to Insure Against Double Payment: Great America Financial Services
Warrant 70243 \$234.21
16. County Engineer report
 - a. Approve and sign Federal-Aid Agreement for the City Highway Bridge Program Project on Hwy T14
 - b. Approve position and wage change for Road Superintendent William Barbaglia
 - c. Discuss and approve Dust Control Policy
 - d. Discuss and approve Volunteer Fire Fighter Policy
17. Public Comments
18. 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 4/2/26

March 16, 2026

Appanoose County Board of Supervisors met in regular session March 16, 2026, 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.

Scratch item 14b (Federal-Aid Agreement) Harvey motioned to approve the amended agenda. Seconded by Buban. All voted aye.

Buban motioned to approve the minutes of the March 2, 2026 meeting. Seconded by Harvey. All voted aye.

Harvey motioned to approve 3/13/26 payroll and 2/26 Prisoner Room & Board Transfer. Seconded by Buban. All voted aye.

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

Access Sys	Typing-Print.-Bind.Serv.	114.73
ADLM EM	Contrib. & Purchase Serv	2617.15
Agriland FS	Engineering Services	20068.63
Albia Newspapers	Off. Supplies & Forms	637.31
Alliant	Gas & Heat	11705.77
Amazon	Motor Vehicle	157.26
American Radiator	Engineering Services	910.00
Animal Health Center	Medical Supplies	80.00
App Co Tourism	Contrib. & Purchase Serv	17717.60
App Co Treas	Off. Supplies & Forms	280.84
App Co Water Rescue	Ambulance	20000.00
Arrowhead Forensics	Law Enf. Equip & Weapons	147.58
Baker's	Engineering Services	16.00
Belzer Equip	Engineering Services	135.30
Bratz Oil	Engineering Services	240.90
Brown's Shoe	Engineering Services	250.75
BUG PRO	Extermination Services	90.00
C.H. McGuinness	Building Repair & Maintce	1052.11
C-D Supply	Custodial Supplies	51.65
Calhoun Burns	Engineering Services	4853.75
Cantera Aggregates	Engineering Services	22732.50
Capital Sanitary Supply	Custodial Supplies	464.91
Card Services	Park Maint. & Supplies	564.43
CarQuest	Park Maint. & Supplies	2936.12
Cville Iron	Engineering Services	87.43
C'ville Produce & Feed	Park Maint. & Supplies	90.11
Chariton Valley Elec	Electric Light & Power	453.76
Cincinnati VFD	Ambulance	3927.00
Cville Wtrwks	Custodial Supplies	29727.77
City of Moulton	Ambulance	3063.00
City of Ottumwa	Construction & Maint.	7998.50
City of Plano	Maintenance Contract	143.27
City of Unionville	Maintenance Contract	106.01
Davis Co Sch	Community Support Program	560.00
Davison Fuels & Oil	Fuels	97.15
J De Vries	Legal & Ct-Related Serv.	830.00
DeLong Construction	Right of Way	2250.00
Eastern IA Tire	Engineering Services	749.24
ESRI	Computer & Microfilm Supp	2125.00
Farm & Home Publishers	Typing-Print.-Bind.Serv.	675.00

Farmers Mutual	Telephone & Telegr.Serv.	96.52
First National Bank	Dues & Memberships	151.59
Fogle Home & Hardware	Building Repair & Maintce	34.15
Foundation 2	Juvenile Detention & Shel	1072.95
Galls	Uniforms	67.29
Henry Adkins	Voting Machine Rpr & Mntc	3000.00
Hills San	Engineering Services	625.00
Holiday Inn	Educational & Train.Serv.	403.20
Homestead	Food Preparation Service	11655.00
HOOVER RENTAL & SALES	Engineering Services	3000.00
Housby Mack	Engineering Services	312.71
K Howington	Mileage & Transp. Expense	252.70
Hy-Vee	Food Preparation Service	2147.86
IACCVSO	Contract Services	90.00
Interstate Power Systems	E911 Other Capital Expens	1886.30
ICAA	Dues & Memberships	437.00
ICRA	Educational & Train.Serv.	200.00
IA Media Network	Off. Supplies & Forms	339.85
Iowa Public Health Assn	Educational & Train.Serv.	375.00
IA ME	Medical & Health Services	2164.00
ISSDA	Educational & Train.Serv.	250.00
ISACA	Educational & Train.Serv.	250.00
A Jaramillo Ayon	Community Support Program	1214.50
John Deere	Engineering Services	234.60
Kids World	Community Support Program	7453.61
K Laurson	Medical Supplies	248.00
Legends	Tires & Tubes	840.00
LexisNexis	Dues & Memberships	206.00
Liberty	Telephone & Telegr.Serv.	755.00
Lindsey Boys Sales	Engineering Services	863.00
Lockridge	Engineering Services	1109.62
Mainstay Systems	Jail Equip. & Furniture	348.00
Mid Country Machinery	Engineering Services	160.64
Midwest Alarm	Building Repair & Maintce	572.04
Midwest Wheel	Engineering Services	489.02
Monroe Pub Hlth	Community Support Program	1730.55
Moravia 1st Resp	Ambulance	13510.00
Moulton Ambulance	Ambulance	14582.00
Mystic 1st Resp	Ambulance	6519.00
Numa Towing	Vehicle Repair & Maintce	1461.01
O'Reilly	Engineering Services	165.21
Official Pest Control	Extermination Services	120.00
Ottumwa Courier	Off. Supplies & Forms	68.39
Owl Pharm	Prescriptions & Medicine	118.60
PACT	Contrib. & Purchase Serv	25000.00
Petty C-Sheriff	Postage & Mailing	17.93
R Pfannebecker	Building Repair & Maintce	190.99
Phelps Uniform	Engineering Services	88.68
Pitney Bowes	Off. Supplies & Forms	195.00
Pitney Bowes	Postage & Mailing	2290.00
Pitney Bowes	Off. Supplies & Forms	273.87
Precision Construction	Building Perm. Improvemnt	243291.52
Prof Computer	Off. Equip Repair & Maint	43.95
Professional Office Services	Vehicle Renewal Notices	11.72
Quick Shop	Transportation	65.65
Quill	Contract Services	281.80
Rainbo Oil	Engineering Services	682.28

RASWC	Engineering Services	20.90
RRWA	Water & Sewer	36.50
G Roefer	Medical & Health Services	200.00
SCICAP	Community Support Program	26527.70
Seymour 1st Resp	Ambulance	750.00
Simmons Bldg Materials	Building Perm. Improvemnt	105.55
Sinclair NAPA	Engineering Services	1037.98
SJ Smith Co Inc	Engineering Services	65.17
Southern App 1st Resp	Ambulance	4399.00
Stericycle	Off. Supplies & Forms	240.90
Ty Stewart	Official Pub.& Legal Not.	20.00
Stryker Sales, LLC	Law Enf. Equip & Weapons	1650.00
D Sturms	Mileage & Transp. Expense	1046.80
Thomas Funeral Home	Mileage & Transp. Expense	1500.00
Robin Thomas	Dues & Memberships	30.00
Thomson Reuters	Educational & Train.Serv.	170.91
Treasurer State of Iowa	Twp Clk & Trustees	203.17
TerviPay	Food Preparation Service	366.13
UPH	Engineering Services	294.00
US Bank	Mileage & Transp. Expense	12.12
US Cellular	Off. Supplies & Forms	1026.00
Verizon	Telephone & Telegr.Serv.	27.12
Visa	Off. Supplies & Forms	708.65
Walker Welding	Engineering Services	41.15
Windstream	Telephone & Telegr.Serv.	955.54
Ziegler	Engineering Services	1813.74
Grand Total		557970.86

Harvey motioned to approve the liquor license for Louies Lakeside Bistro BBQ (pending dram).
Seconded by Buban. All voted aye.

Buban motioned to approve the tobacco license for Elliott's General Store. Seconded by Harvey.
All voted aye.

Harvey motioned to approve voiding Auditor payroll checks and turning them over to the Great
Iowa Treasurer Hunt. Seconded by Buban. All voted aye.

Buban motioned to approve Resolution 2026-10. Seconded by Harvey. All voted aye.

Resolution 2026-10

Appanoose County Right-To-Use Subscription Asset Policy

GASB Statement No. 96, "Subscription-Based Information Technology Arrangements", is effective beginning July 1, 2025 (FY2026). GASB 96 requires a government end user (government) to recognize a subscription liability and an intangible right-to-use subscription asset.

For counties reporting on the accrual basis of accounting, the cumulative effect, if any, may require a restatement of beginning net position, fund balance, or fund net position (as applicable). This means subscription-based information technology arrangements (SBITA or subscription) in existence on June 30, 2025 will need to be reported as the beginning balance (July 1, 2025) for leases of FY2026.

A right-to-use subscription asset is an intangible capital asset. The asset represents the right to use an underlying asset identified in a subscription contract, as specified for a period of time. The County will recognize the intangible right-to-use subscription asset when:

- a) The contract conveys control of the right to use another entity's nonfinancial asset (the underlying asset) as specified in the contract for a period of time in an exchange or exchange-like transaction.
- b) The minimum noncancelable contract term is greater than twelve months.

- c) The contract does not transfer ownership of the underlying asset.
- d) The underlying asset is used to conduct county business (This will not apply to custodial funds.)

Threshold for Capitalization of Right-To-Use SBITA Assets

The establishment of a right-to-use subscription asset capitalization threshold policy has been recommended. The policy should be approved by the Board of Supervisors. The threshold is to be consistently applied by all departments and offices of the County for financial reporting purposes and should overall capture most right-to-use subscription contracts. All right-to-use subscription assets at or above \$100,000.00 must be reported.

As a general rule, the threshold should be applied to individual subscription contracts.

Right-to-use lease asset classifications:

The government is required to disclose the amount of subscription assets (and the related amortization) separately from other capital assets.

Measurement and amortization:

Measurement: A government should initially measure the subscription asset as the sum of the following:

- a) The amount of the initial measurement of the subscription right-to-use asset. (A lessee should measure the subscription liability and right-to-use asset at the present value of payments expected to be made during the lease term.) (For the year of implementation, the subscription liability and right-to-use asset should be measured as of July 1, 2025.)
- b) Subscription payments made to the vendor at or before the commencement of the subscription term, less any subscription incentives received from the vendor at or before the commencement of the subscription term.
- c) Initial direct costs that are ancillary charges necessary to place the subscription asset into service.

Amortization: A subscription asset should be amortized using the straight-line method over the shorter of the subscription term or the useful life of the underlying asset. The amortization of the lease asset should be reported as amortization expense.

At a minimum, amortization should be calculated on a monthly basis.

Approved on March 16, 2026.

Board Chair/s/ Jeff Kulmatycki Date: 3/16/2026

Attest: /s/Kelly Howard, County Auditor Date: 3/16/26

Harvey mentioned to approve the updated Voting System Security Policy (confidential per Resolution 2018-21). Seconded by Buban. All voted aye.

Buban motioned to approve sending an opt out letter to Community Services Network. Seconded by Harvey. All voted aye.

Harvey motioned to approve participating in the Six Remnant Opioid Settlement. Seconded by Buban. All voted aye.

Buban motioned to approve Resolution 2026-11. Seconded by Harvey. All voted aye.

RESOLUTION #2026-11 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 \$250,795.25 is ordered to be transferred from the Rural Services Fund to the Secondary Road Fund, effective 3-16-2026.

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 3-16-2026 the vote being as follows:

Ayes: Jeff Kulmatycki, Dustin Harvey, Scott Buban

Nayes: none

Attest: Kelly Howard, County Auditor

Assistant County Engineer, Makenzie Milani provided an update to the board. Trucks went out at 5 this morning due to the weather. Crews continue normal winter activities like brush cutting. Harvey asked about the open positions. Milani stated they've done interviews for the road foreman position and will be deciding later this week. Smith's position has not been posted yet.

Harvey motioned to accept the resignation letters for Roger Dyke effective 3/2/26 and Kevin Smith effective 3/13/26. Seconded by Buban. All voted aye.

Public Comments: none

Buban motioned to adjourn. Seconded by Harvey. All voted aye.

The Board adjourned to meet the call of the Auditor at 9:04 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

APPANOOSE COUNTY SHERIFF

Treasurer Report

01/01/2026 thru 03/31/2026

	Beginning Running Balance	13,969.24
MAR	Credits (Deposits)	80,396.73
	Debits (Withdraws)	24,482.14
	Ending Running Balance	\$69,883.83

Receipt Details - Collected during date range

CANCEL FEE	50.00
CL-CINCINNATI	300.00
CL-MOULTON	600.00
CL-MYSTIC	300.00
CL-NUMA	300.00
COPIES_CR	8.00
COPIES_CV	188.50
DL-COUNTY	6.00
DL-DOT	16.50
DVD/CD	5.00
EXECUTION	90.00
INMATEBOND	5,000.00
INTEREST	3.88
JAIL MEDICATION	320.48
JAIL PHONES	1,769.82
MILEAGE	1,044.51
MISC	2,317.17
POSTING NOTICES	40.00
PROCESS NOTICE	170.00
PUBLICATION	356.62
REIMB-GOV	37,389.49
SALE	150.00
SERVICE FEES	4,192.31
SEX OFFEND REG	80.00
SHERIFF'S DEED	100.00
TRUST FUND	20,273.45
WP-ACQUIRE	175.00
WP-COUNTY	4,120.00
WP-DPS	1,030.00

	Receipts Posted by Date Paid:	80,396.73
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:		80,396.73

Payout Information:

	Monthly Starting Balance:	13,969.24
	Receipts deposited this date range:	80,396.73
	Total to Account For:	94,365.97
	Disbursements Made This Date Range:	-24,482.14

Funds to be paid to County Treasurer: Should Match Checkbook

CANCEL FEE	50.00
CL-CINCINNATI	300.00
CL-MOULTON	600.00
CL-MYSTIC	300.00
CL-NUMA	300.00
COPIES_CR	8.00
COPIES_CV	188.50
DL-COUNTY	6.00
DVD/CD	5.00
EXECUTION	90.00
INTEREST	11.30
JAIL MEDICATION	320.48
JAIL PHONES	1,769.82
MILEAGE	1,044.51
MISC	2,317.17
POSTING NOTICES	40.00
PROCESS NOTICE	170.00
REIMB-GOV	37,389.49
SALE	150.00
SERVICE FEES	4,192.31
SEX OFFEND REG	80.00
SHERIFF'S DEED	100.00
WP-ACQUIRE	175.00
WP-COUNTY	4,120.00

Total fees Due to County Treasurer:	53,727.58
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Other Funds in Checkbook:


REFUND	0.00
TRUST FUND	15,876.25
WP-DPS	280.00

Total Other Funds in Checkbook: 16,156.25

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 3/31/2026



 SHERIFF GARY ANDERSON

Prepared by:

REQUEST FOR MAINTENANCE -- WRIGHT-BRANNON CEMETERY

This document locates, describes, and summarizes recent preservation efforts of the Wright-Brannon Cemetery in Appanoose County, Iowa which now requires future maintenance.

Whereas the Appanoose County Recorder has no information on the Wright-Brannon Cemetery.

Whereas one of Appanoose County's earliest settlers John Conger Wright established a family cemetery for relatives and neighbors and is buried there where he lived in the mid 1800s.

Whereas in 1925 47 gravestones were visible in this cemetery and after years of neglect only two gravestones remain today. It is possible that some graves were initially unmarked to make the number of burials there greater than 47.

Whereas the Wright-Brannon Cemetery is located on privately owned land.

Whereas a Wright family descendant contacted the Office of the State Archaeologist about preserving this cemetery and this cemetery was officially designated an "Ancient Burial Site" (over 150 years) identified as 13AN297 which includes location information.

Whereas a Wright family descendant and the Appanoose County Pioneer Cemetery Commission recently undertook preservation efforts to include tree and brush removal, installing cemetery signage, gravestone repair, and requesting a non-invasive geophysical survey (Ground Penetrating Radar).

Whereas a Ground Penetrating Radar Survey was completed by the Office of the State Archaeologist with a detailed report of findings which concluded that burials "clearly on the order of 50 graves" were at the Wright-Brannon Cemetery within an area designated by GPS points.

Whereas the State Association for the Preservation of Pioneer Cemeteries awarded a \$500 grant to the Appanoose County Pioneer Cemetery Commission for their preservation efforts.

Whereas the current out-of-state owner of this property has deferred to the county to perform cemetery maintenance.

Now therefore, this document describes and locates the Wright-Brannon Cemetery so Appanoose County officials can maintain and preserve it.

Section 1. Location. The Wright-Brannon Cemetery is located on land with the legal description of T68N R17W Section 9 SE ¼ SW ¼ (Sharon Township) and within the area documented by the Office of the State Archaeologist Ground Penetrating Radar Survey with GPS points for the 4 corners of grid latitude/longitude (N/W) Grid 1 SW 40.16831 -92.04798, Grid 2 SE 40.69688 -92.02135, Grid 3 NE 40.69711 -92.82141, Grid 4 NW 40.69712 -92.82166.

Section 2. Verbal description. The Wright-Brannon Cemetery is approximately 4 ½ miles southeast of Centerville. Take Hwy 5 south of Centerville to Thirty Corner and go east on 540th Street 2.4 miles to a railroad crossing. Park on the east side of the railroad crossing and walk north uphill through a farm field about 300 feet to a fence line. Cross the fence at the wooden ladder and the Wright-Brannon Cemetery is another 30 feet northwest. This cemetery is located on private property with the address of 24778 540th Street, Centerville, IA 52544.

Section 3. Maintenance. Appanoose County is hereby requested to maintain and preserve this cemetery subject to the Iowa Cemetery Act 5231.316 and local best practice.

Larry Wright
Wright Family Descendant

03/16/2026

Iowa Department of Health and Human Services
HCBS Waiver Services
Des Moines, Iowa

RE: Letter of Support for New 5-Bed HCBS Residential Home – 511 South 12th St.,
Centerville, Iowa

To Whom It May Concern,

The Appanoose County Board of Supervisors is pleased to offer its full support for Centerville Community Betterment, Inc. in its request for approval to open a new five-bed, 24-hour residential home in Centerville, Iowa for individuals with mental and physical disabilities who require Home and Community Based Services. The home that they have purchased on 511 South 12th St., Centerville, Iowa is a beautiful home and is being remodeled to meet the needs of the clients who will reside there, if approved.

Our county continues to see a significant need for safe, supportive, and community-integrated residential options for individuals who require specialized care and supervision. The addition of this home will help address the growing number of referrals throughout the region and will ensure that vulnerable individuals have the opportunity to live in a safe and supportive environment within their community.

Centerville Community Betterment, Inc., has a long history of providing quality services to individuals with disabilities in Appanoose County and the surrounding area. Their commitment to person-centered care, community integration, and the well-being of the individuals they serve make them trusted providers within our community.

The proposed residence will not only enhance the availability of much-needed services but will also strengthen the local support system for individuals with complex physical and behavioral needs. Expanding these services locally allows individuals to remain closer to family, support networks, and familiar community resources.

The Appanoose County Board of Supervisors strongly supports this request and encourages the Iowa Department of Health and Human Services to approve Centerville Community Betterment, Inc.'s proposal to establish this new residential setting.

Thank you for your consideration of this important request that will positively impact individuals and families throughout our region.

Sincerely,



Jeff Kulmatycki, Chair
Appanoose County Board of Supervisors

D.R.I.V.E.

Driving Regional Iowa Veterans Everyday



WHAT IS D.R.I.V.E.?

10-15 Transit has created a 501 c (3) account to raise funding to transport VETERANS in Southeast Iowa

D.R.I.V.E. encompasses our vision of coming together with community support and fundraising of which YOU can help.

This program is focused on providing FREE transportation to healthcare human service appointments for VETERANS. This program has been very successful and continues to grow, we need finances to continue feeding the growth. Any funding you can provide will help sustain this amazing program and show honor to our VETERANS.

Our philosophy is simple... they have carried us and now we need to carry them.

America's Great Red-White-Blue needs YOU! We do not want any VETERANS forgotten.



DONATE TODAY

Appanoose County Silent Auction

4/20/2026 9 A.M. – Noon

1st Floor Appanoose County Courthouse

Auction items: Filing cabinets, chairs, printers, copiers, monitors, computers (hard drives removed) & laptops, keyboards, barcode scanners, routers, Martin Yale letter opener, laptop bags, printer toner, misc office supplies.

WELLNESS PROGRAM INCENTIVE NOTICE

To: All Appanoose County Employees who participate in the county's health insurance plan.

Effective: July 1, 2026

Employees will be responsible for a portion of the monthly health insurance premium to begin July 1, 2026. Employee premium costs will be \$200/month from January 1, 2027- June 30, 2027.

Employees who participate in the ISAC Wellness Program by completing a physical with a physician and submitting the physical form to Mercy One and completes the online Health Assessments/Trainings between January 1st and October 31, 2026 and every year following will be eligible to have part or all of the employee portion of health insurance premium waived.

New hires after January 1st are exempt their first year of employment but still encouraged to participate.

Appanoose County could receive a 5% premium discount which is approximately \$50,000 in annual savings if 80% of employees participate in the program.

Approved and adopted _____.

Board chair

Boardmember

Boardmember

ATTEST: _____
Kelly Howard, Appanoose County Auditor

**Appanoose County
Computer Procedures - Including E-Mail and Internet Policies**

I. PURPOSE:

This policy establishes guidelines and standards for the use of County-owned computing equipment, software, data, electronic mail and the Internet. These guidelines and standards must be understood by each End User. Further, revisions to these guidelines and standards may be expected as new products and services are introduced and as the understanding of information processing and Appanoose County business practice evolves. Exceptions to this policy may be granted by department head and IT.

II. DEFINITIONS:

Hardware: Physical equipment used for processing or data communications

Software: Programs, programming languages, instructions, or routines which are used to perform work on a computer

Data: Information such as records, images, e-mail, or other textual material stored on or accessible through a computer whether that data resides on County computers or is accessible through the Internet or other on-line services through the use of County computers

III. COMPUTER PROCEDURES

The first and foremost rule for using these technologies is:

Don't say, do, write, view, or acquire anything that you wouldn't be proud to have everyone in the world learn about if the electronic records are laid bare. There is no assumption of privacy.

1. Inappropriate Conduct

Conduct which violates the County's Computer Usage Policy with respect to computing resources includes:

- A. Copying County-owned or licensed software or data to another computer system for personal or external use;
- B. Attempting to, or modifying County-owned or licensed software;
- C. Attempting to, or accessing Operating System prompts or executing Operating System commands;
- D. Attempting to, or damaging or disrupting operation of computing equipment, data communications equipment, or data communications lines;
- E. Attempting to, or intentionally accessing or modifying data files, databases, directories, or software without proper authorization;
- F. Using County computing resources for purposes other than those intended, including:
 - 1. Allowing access by unauthorized persons
 - 2. Using County resources for external purposes or personal gain
 - 3. Transporting computers, data, data media, programs, documentation and/or equipment to another location
- G. Invading the privacy of an individual by using electronic means to ascertain confidential information;
- H. Copying or altering another user's software or data without permission from that user;
- I. Knowingly accepting or using software or data which has been obtained by illegal means;
- J. Abusing or harassing another user through electronic means;

- K. Using the County's computing facilities in the commission of a crime;
- L. Using the County's computing resources to access, transmit, store, display or request obscene, pornographic, erotic, profane, racist, sexist or other offensive material (including messages, video, images or sound);
- M. Connecting or attaching equipment not purchased by Appanoose County to County-owned workstations and equipment; and
- N. Installing or using software not purchased by Appanoose County on County-owned workstations and equipment; or knowingly copying or using programs in contravention of copyright laws.

2. Identification & Passwords

The County's computer systems require that each user have a unique identity, referred to as a User ID, protected by a Password, to gain access to devices and the network. This identity and password are used to represent an End User in various system activities, to provide access to certain software and data based on his/her duties and purpose for requiring such access. As such, this computer identity is another instrument of identification and its misuse constitutes forgery or misrepresentation.

Conduct which involves misuse of User ID and Password includes:

- A. Allowing another individual to use the identity and password;
- B. Using another individual's computer identity and password even if the individual has neglected to safeguard his or her computer identity.

3. Security Concerns

The placement of a computer system in a user area and the portability of the equipment and associated data media creates special user concerns, as outlined below:

- A. IT and the End Users must ensure that all equipment is located in a secure area where the opportunities for theft are minimized.
- B. The End User must ensure that only authorized personnel have access to the computer system and that only legitimate items of County business are processed thereon.
- C. Local data files must be safeguarded from unauthorized access.

The ability to load a large amount of data on an easily transported media makes it imperative that confidential data be carefully controlled and safeguarded.

Two Factor Authentication is to be used as needed.

4. Equipment Care, Maintenance, and Disposal

Users must ensure that their computers are not exposed to extremes of heat or cold, dust, smoke, or other potential contaminants. Drinks and food should be kept away from the equipment or storage media unless unavoidable due to course of job duties.

The Department Head and/or IT should be advised of any malfunctions arising with the equipment. The Department Head will maintain a repository of computer system components and will supply user areas with available components as needed. Hardware and software components should be transferred to the Department Head for disposal according to the county disposal policy.

5. Reporting Violations

Abuses of County computing resources should be brought to the attention of the appropriate departmental manager or office supervisor. If this is not possible, report such abuses to IT.

6. Sanctions

Anyone found to have violated any section of this policy will be subject to disciplinary action which could result in termination of system access, termination of employment and/or criminal prosecution, if appropriate. Disciplinary actions shall be determined by the appropriate Department Head/Elected Official in consultation with the Human Resources Department.

IV. E-MAIL POLICIES

Appanoose County provides electronic mail to employees for business purposes. All electronic messages are the property of the County and therefore are not considered private unless otherwise protected by law.

The County provides access to its electronic mail system to external users, such as consultants, temporary employees, special task force members and others as deemed necessary to conduct Appanoose County business. External users will only be given access to the County's electronic mail system if they agree to abide by all applicable rules.

Prohibited Use of E-Mail

The following uses of the County's Electronic Mail System are prohibited:

- I. To send County-wide mail not related to County business;
- II. To send copies of documents in violation of copyright laws;
- III. To compromise the integrity of the Appanoose County and its business in any way;
- IV. To advertise personal business;
- V. To send messages containing offensive, abusive, threatening or other language inappropriate for the workplace;
- VI. To send messages that violate the County's Sexual Harassment Policy or any other Appanoose County Policy; and
- VII. To obtain access to the files or communications of others for no substantial business purpose

1. Monitoring of Electronic Mail and Data

All electronic mail messages and related data are the property of the Appanoose County. The County reserves the right to access messages and related data whenever there is a legitimate purpose to do so or under the following circumstances:

- A. Upon the discontinuation of County employment for any reason, a user's mail and data may be accessed for the purpose of saving those messages and files that pertain to County business. This access will be granted only upon notification from the Department Head/Elected Official to IT. These files may be subject for transfer to another user if necessary to conduct County business;
- B. If required by law to do so;
- C. In the course of an audit or investigation triggered by indications of impropriety or as necessary to locate substantive information;
- D. When necessary to investigate a possible violation of a County policy or a breach of the security of the electronic mail system; and
- E. In the event there is reasonable suspicion that a user has committed or is committing a crime against the County or for which the County could be held liable

2. Disclosure of Mail Accessed by Monitoring

The contents of electronic mail created and sent for legitimate business purposes, such contents not being protected by the Privacy Act, are subject to Open Records Law and may be disclosed without the permission of the End User.

However, disclosure of the unprotected contents of a message not created or sent for business purposes, such disclosure being without the consent of the employee, shall be limited to investigative employees who have need for access to such information or in the course of an investigation.

Any electronic mail message, except those protected by the Privacy Act, may be disclosed to law enforcement officials, if legally required. The Director of IT will review any such requests and provide the contents of electronic mail without the consent of End User, sender or recipient.

3. Retention of Electronic Mail Messages

Messages that have been moved/stored in the Trash Folder are subject to be automatically deleted after a minimum of 7 days.

All messages stored in a user's mailbox folders are retained at the discretion of the End User and subject to departmental needs. We recommend that these messages be periodically purged to conserve storage space.

V. INTERNET POLICIES

Appanoose County provides Internet connectivity for authorized employees in Appanoose County facilities for business purposes.

Internet connectivity is provided to employees and acknowledged by their Department Head or Elected Official. These End Users will be granted the appropriate access and security setup after the End User Agreement is signed.

IT will initiate and administer controls to the access, security, firewalls and all Internet applications.

1. Responsibilities

End User responsibilities are to:

- A. Secure their network account and passwords. IT will presume that all use of the account and passwords to be by the authorized End User of that account and passwords. End Users must take reasonable precautions to prevent the account and passwords from becoming known to other persons;
- B. Ensure they are the sole user of the assigned network account;
- C. Take reasonable effort to use the Internet resources effectively and economically;
- D. Obey all instructions, written or verbal, given by Department Head/IT in regard to Internet use;
- E. Advise IT or their supervisor/manager if information to which the End User is not entitled has been inadvertently obtained or sent, or they become aware of a breach of security; and
- F. Sign an End User Agreement

2. Unauthorized Use:

End Users are not permitted to use Internet resources to:

- A. Copy, disclose, transfer, examine, rename, change, or delete information or programs belonging to another End User or Appanoose County without the express permission of that End User or Appanoose County Department Head/IT;
- B. Avoid any restrictions or security placed on the use of their Internet account;
- C. Knowingly store, transmit, or receive any material of an obscene, vulgar, slanderous, offensive, harassing, or illegal nature;
- D. Obtain unauthorized access to any computer facility or service;
- E. Send any material over the Internet that identifies the End User and/or portrays Appanoose County in an unprofessional manner; and
- F. Install software or download files without approval to purchase required licensing from Department Head/IT.

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VI. END USER AGREEMENT

1. Valid signatures are required for permission to use Appanoose County's Local Area Network, Wide Area Network and/or provided Internet accounts.

2. Permission is in effect for the duration of the End User's employment with Appanoose County or until the Office/Department Supervisor and/or IT rescinds permission.

By signing this agreement, I _____ (print name) agree to abide by the terms and conditions outlined in this Computer Usage Policy. I realize that the Computer Usage Policy is provided to improve access to information and enhance productivity throughout Appanoose County. I agree to use Appanoose County's equipment and facilities legally, efficiently and in a manner consistent with County purposes and with general standards of decency.

I acknowledge that some material available through the Internet may be offensive, defamatory, graphic, inaccurate, illegal, or otherwise objectionable. However, I agree that Appanoose County shall not be held liable for any objectionable materials that I might encounter.

By my signature, I agree that I hold sole responsibility for my conduct regarding network, e-mail and Internet accounts. I am also responsible for any materials that I access through the Internet, and for any consequences that I incur as a result of improper network use.

Employee Signature

IT Director

Office Manager/Department Head

Date

Adopted: 4/6/2026

BOND TO INSURE AGAINST DOUBLE PAYMENT

Date: 3-17-26

Office of Auditor, Appanoose County, Centerville, Iowa

WHEREAS, on or about the 18 day of December, 2025
there was issued from the above named office

CHECK # 70243 FUND # 01000

AMOUNT 234.21 ACCOUNT # 09020

PAYABLE TO Great America Financial Services
PO Box 460831
Dallas, TX 75246-0831

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

WHEREAS, Jennifer Salstrand 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 Great America Financial Services is held and firmly bound unto Appanoose County
and the Auditor in the sum of Two Hundred Thirty Four Dollars (\$ 234.21)
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 5th day of March, A.D. 2026

Jennifer Salstrand
Payee or Authorized Signer

STATE OF IOWA, COUNTY OF Linn

This instrument was acknowledged before me on 3/31/26
(Date)

by Morgan Miller
Payee or Authorized Signer

Chad Wink
Signature of Notary Public
Legal Analyst
Title

CHAD WINK
Commission Number 849792
My Commission Expires
7/31/26

SEAL

My Commission Expires 7/31/26

January 2025

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

RECIPIENT: City of Mystic

Project No: BHS-5357(601)--63-04

Iowa DOT Agreement No: 5-26-HBP-U-004

CFDA No. and Title: 20.205 Highway Planning and Construction

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

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

Pursuant to the terms of this agreement, applicable statutes, and Local Systems Instructional Memorandum 1.100, the DEPARTMENT agrees to provide City Bridge Program funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The COUNTY shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Jenifer Bates, and the Local Systems Central Region Field Engineer, Brian J. Catus. The RECIPIENT's contact person shall be the Mayor and County Engineer.
3. The COUNTY shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 013991
 - B. Location: T14 over Walnut Creek
 - C. Preliminary Estimated Total Eligible Construction Costs: \$1,100,000
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the DEPARTMENT. Eligible project costs include only costs associated with actual construction costs within the eligible project construction limits.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses, are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. The COUNTY shall receive reimbursement for costs of authorized and approved eligible construction project activities from City Bridge Program funds. The portion of the eligible construction project costs reimbursed by City Bridge Program funds shall be limited to a maximum of 100% of eligible costs or \$1,500,000, whichever is less. Reimbursed costs will be limited to funding made available for cities through the City Bridge Program outlined in Local Systems Instructional Memorandum 1.100 in place at the time of this agreement being fully executed.

7. The COUNTY shall conduct project development and implementation in compliance with applicable laws, ordinances, and administrative rules. For projects which also include Farm-to-Market funds, the RECIPIENT shall follow all administrative and contracting procedures required for Farm-to-Market projects.
8. The COUNTY and/or CITY shall pay for all project costs not reimbursed with City Bridge Program funds in a manner as mutually agreed upon. The COUNTY and CITY shall also provide the DEPARTMENT with a copy of their cost sharing agreement.
9. The COUNTY shall let the project for bids through the DEPARTMENT.
10. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
11. It is the intent of both (all) parties that no third-party beneficiaries be created by this agreement.
12. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the DEPARTMENT.
13. The project shall be let to contract within 3 years of the date this agreement is signed by the DEPARTMENT. If not, the RECIPIENT may be in default, for which the DEPARTMENT may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the RECIPIENT at least 30 days prior to the 3-year deadline.
14. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

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

RECIPIENT: City of Mystic

By _____ Date _____

Title _____

I, _____, certify that I am the Clerk of the City, and that _____

who signed said Agreement for and on behalf of the City was duly authorized to execute the same by virtue of a formal Resolution duly passed and adopted by the City, on the _____ day of _____.

Signed _____ Date _____

City Clerk of Mystic, Iowa

RECIPIENT: Appanoose County

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

County Auditor

Chair, Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION
Transportation Development Division

By _____ Date _____

Micah Loesch, P.E.
Urban Engineer
Local Systems Bureau

EXHIBIT 1

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

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

1. General Requirements

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

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

2. Programming and Federal Authorization

- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. The RECIPIENT must show federal aid funding activity to receive the programmed amount authorized for the project. If there is no funding activity for nine or more months after the previous funding activity, the remaining unused programmed amount will be de-obligated from the project and there will be no further federal aid reimbursement issued for the project. If the RECIPIENT knows in advance that funding activity will not occur for nine months or more, the DEPARTMENT's Contract Administrator needs to be notified to determine if programming or authorization of funds can be adjusted or other options can be explored.
- c. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at usaspending.gov.
- d. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in I.M. 1.200, Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

3. Design

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

4. Environmental Requirements and other Agreements or Permits

- a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location

approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.020, Concept Statement Instructions; 4.020, NEPA Process; 4.110 Threatened and Endangered Species; and 4.120, Cultural Resource Regulations.

- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. 4.170, Farmland Protection Policy Act.
- c. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the procedures in I.M. 4.130, 404 Permit Process; 4.140, Storm Water Permits; 4.150 Iowa DNR Floodplain Permits and Regulations; 4.190, Highway Improvements in the Vicinity of Airports or Heliports; and 4.160, Asbestos Inspection, Removal, and Notification Requirements.
- d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed \$100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

5. Right-of-Way, Railroads and Utilities

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

6. Contract Procurement

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

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the DEPARTMENT, the RECIPIENT shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and approval in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.

- ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.
- iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents in Doc Express.
- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in I.M. 5.120, Local Letting Process - Federal-aid.
- d. The RECIPIENT shall forward a completed Project Development Certification (Form 730002) to the DEPARTMENT in accordance with I.M. 3.710, Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.
- e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract execution.

7. Construction

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

8. Reimbursements

- a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly. The RECIPIENT shall follow I.M. 6.020 Payment and Reimbursement Processes for requesting reimbursement.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable

and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.

- d. Reimbursement claims shall be submitted on forms identified by the DEPARTMENT along with all required supporting documentation. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.
- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:
 - i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

9. Project Close-out

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

APPANOOSE COUNTY SECONDARY ROADS

-1200 HWY 2 WEST
CENTERVILLE IA 52544

641-856-6193 (P)

641-437-4665 (F)

MEMORANDUM

TO: Appanoose County Board of Supervisors
FROM: Brad Skinner, County Engineer
RE: Position Change – William Barbaglia
DATE: April 6, 2026

Effective March 23, 2026, William Barbaglia was promoted to Road Superintendent. Pertinent information for the position change is as follows:

NAME: Willaim Barbaglia
POSITION: Road Superintendent
WAGE: \$33.00
ANN DATE: 10/16/2017

If you have any questions, please let me know.

Brad Skinner, PE & LS
Appanoose County Engineer

RESOLUTION
DUST CONTROL OF COUNTY ROADS

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

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

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

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

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

Passed and approved this _____ day of _____ 2026.

Jeff Kulmatycki, Chairman

Dustin Harvey, Vice Chairman

Scott Buban, Member

ATTEST: _____
Kelly Howard, County Auditor

Appanoose County Secondary Roads Policies

POLICY CONCERNING: Volunteer Emergency Services Provider
(Volunteer Fire Fighter)

STAFF WHO IS AFFECTED: Appanoose County Secondary Roads Employees

POLICY: It is the policy of Appanoose County Secondary Roads to support First Responders and Volunteer Fire Departments and therefore:

Any employee who volunteers for an Emergency Services Department shall:

- 1) Notify the Engineer/Office Manager in writing that the employee is a volunteer emergency services provider.
- 2) The employee who is a volunteer emergency services provider and who is absent from or late to work while:
 - a. responding to an emergency shall provide the Engineer/Office Manager with a written statement or email from the supervisor or acting supervisor of the volunteer emergency services unit or organization stating that the employee responded to an emergency and stating the date and time of the emergency
 - b. performing duties as a volunteer emergency services provider shall notify the Engineer/Office Manager as soon as possible that the employee may be absent or late
- 3) Calls/Emergencies responded to shall:
 - a. be within the jurisdiction of the normal work territory of the employee or subject to permission of the employee's supervisor
 - b. subject to employee's non-critical status or current work assignment
- 4) The employee who is a volunteer emergency services provider will be paid for all emergency services calls during working hours to a maximum of 40 hours per year with no compensatory time being earned.

Board of Supervisors, Approved

Dated