

OFFICE OF THE

Appanoose County Auditor

KELLY HOWARD

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

Phone (641) 856-6191
Fax (641) 856-8023
khoward@appanoosecounty.net

Meeting Agenda
August 19, 2019

The Appanoose County Board of Supervisors will meet Monday August 19, 2019 at 9:00 A.M. in the Boardroom of the Courthouse. Items on the agenda include:

1. Pledge
2. Declaration of items to be added to the agenda
3. Approve minutes of the August 5, 2019 meeting
4. Approve reports: 8/9 payroll, Caldwell, Douglas, & Sharon Township Annual Reports
5. Approve bills
6. Approve liquor licenses: The Retreat & Cheb's (pending dram & Contract)
7. Set Public Hearing Appanoose County Ordinance No.49: Tanning Facilities
8. Approve City of Centerville GIS Data Grant Agreement Form
9. Approve Appanoose County Handbook updates (August 2019)
10. County Engineer report
 - a. Approve SA No 1 to Easement No DACW41-2-73-51 with US Army Corps of Engineers for Honey Creek Bridge Replacement
 - b. Discussion of Revised Secondary Roads Construction Program, FY2020-2024
11. CDS Coordinator
12. Public Comments
13. Adjourn

Posted 8/14/19

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: The County Assessor's Office
is to provide the base aerial imagery that was completed in 2018 by Pictometry for use in the City
System for City projects and programs.

Grantee shall pay Appanoose County a one-time fee of \$1500**.**00 **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: Jason Fraser **Date** 08/21/2019

Print Name: Jason Fraser

Title: City Administrator

Company or Affiliation: City of Centerville

Appanoose County acknowledges this Data Exchange Agreement as specified above:

_____ **Date** _____
(Chair, Appanoose County Board of Supervisors)

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

Appanoose County GIS
201 N. 12th Street
Centerville, Iowa 52544

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.

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

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

This Data Grant Agreement is entered into this 12th day of August, 2019 by and between Appanoose County AND

City of Centerville (Hereinafter referred to as Grantee)
(Print or Type Grantee Name)

312 E. Maple St. Centerville, IA 52544
(Print or Type Grantee Address)

Jason Fraser 641-437-4339
(Print or Type Grantee Contact Person) (Print or Type Grantee Telephone Number)

Project Name and Description: Base Aerial photography from 2018 flyover of Centerville - Pictometry Images.

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.

- X) Penalties:** Any person, firm, partnership, corporation, landowner, or other entity who violates any regulation in or any provision of this Ordinance or of any amendment or supplement thereto, shall be guilty of a simple misdemeanor which is punishable by a fine of not more than \$625.00 or by imprisonment of not more than thirty (30) days and/or shall be guilty of a county infraction punishable by a civil penalty of not more than \$750.00 or if the infraction is a repeat offense by a civil penalty not to exceed \$1,000.00 for each repeat offense. Each day that a violation occurs or is permitted by the defendant to exist, constitutes a separate offense.
- XI) Severability Clause:** If any section, provision, or part of this Ordinance shall be judged invalid or unconstitutional, such adjudication shall not affect the validity of this Ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.
- XII) Enforcement:** This Ordinance shall be enforced in its entirety by ADLM.
- XIII) Effective Date:** This Ordinance shall be in full force and effect after its final passage, approval, and publication as provided for by the Code of Iowa.

PASSED AND ADOPTED by the Appanoose County Board of Supervisors
this ____ day of _____, 2019.

APPANOOSE COUNTY BOARD OF SUPERVISORS

Chairperson

Vice-Chairperson

Member

ATTEST:

Appanoose County Auditor

ORDINANCE NO. _____

**AN ORDINANCE RELATED TO MINIMUM REQUIREMENTS FOR
TANNING FACILITIES IN APPANOOSE COUNTY, IOWA**

- I) Title:** Rules relating to minimum requirements for tanning facilities in Appanoose County, Iowa and providing penalties for violations thereof.
- II) Purpose:** The purpose of this Ordinance is to adopt Chapter 641-46 of the Iowa Administrative Code and to disseminate other rules relating to tanning facilities and to provide for the enforcement thereof.
- a) Chapter 641-46 of the Iowa Administrative Code entitled “Minimum Requirements for Tanning Facilities”, including any future amendments thereto, is hereby adopted and incorporated by this reference as if fully set forth herein.
- III) Rules:** These rules are applicable only to tanning facilities located within Appanoose County, Iowa, and are required to either obtain and maintain all applicable permits for their tanning beds.
- IV) Inspections:**
- a) Inspections shall be conducted annually.
- b) Inspection Cost.
- (1) An inspection cost of \$50.00 per tanning device shall be billed to the permit holder up to a maximum of \$500.00 per facility.
- (2) Inspection cost shall be due upon receipt of payment due.
- (3) Inspection cost not received within 45 days of the date of billing will be assessed a \$35.00 penalty for each month or fraction thereof that the bill is delinquent.
- (4) A penalty of \$35.00 per facility may be assessed for the following:
1. Failure to respond to a notice of violation within 30 days of the date of inspection.
 2. Failure to correct violations cited during the inspection.
- c) Inspections shall include the following areas: proper operation and maintenance of devices, review of required records and training documentation, operator understanding and competency, and the requirement of these rules.

Applicant License Application ()

Name of Applicant:	<u>Cheb's LLC</u>				
Name of Business (DBA):	<u>Cheb's</u>				
Address of Premises:	<u>23771 hwy 5</u>				
City	<u>Centerville</u>	County:	<u>Appanoose</u>	Zip:	<u>52544</u>
Business	<u>(641) 895-1709</u>				
Mailing	<u>517 East Terry Street</u>				
City	<u>Centerville</u>	State	<u>IA</u>	Zip:	<u>52544</u>

Contact Person

Name	<u>Travis Rash</u>		
Phone:	<u>(641) 895-1709</u>	Email	<u>smasho1017@gmail.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 08/24/2019

Expiration Date: 01/01/1900

Privileges:

- Class C Liquor License (LC) (Commercial)
- Outdoor Service
- Sunday Sales

*Pending
Dram
a
Contract*

Status of Business

Business Type:	<u>Limited Liability Company</u>		
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>

Ownership

Travis Rash

First Name: Travis **Last Name:** Rash
City: Centerville **State:** Iowa **Zip:** 52544
Position: Owner
% of Ownership: 100.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company:	<u>Specialty Risk of America</u>		
Policy Effective Date:		Policy Expiration	
Bond Effective		Dram Cancel Date:	
Outdoor Service Effective		Outdoor Service Expiration	
Temp Transfer Effective Date		Temp Transfer Expiration Date:	

Applicant License Application (LC0040277)

Name of Applicant: <u>The Retreat Enterprises LLC</u>		
Name of Business (DBA): <u>The Retreat</u>		
Address of Premises: <u>17822 HWY J46</u>		
City <u>Centerville</u>	County: <u>Appanoose</u>	Zip: <u>52544</u>
Business	<u>(641) 895-4228</u>	
Mailing	<u>13908 510th St</u>	
City <u>Centerville</u>	State <u>IA</u>	Zip: <u>52544</u>

Contact Person

Name <u>Derek Stevens</u>
Phone: <u>(641) 895-4228</u> Email <u>amanda-fenton@live.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 09/09/2019

Expiration Date: 09/08/2020

Privileges:

- Class C Liquor License (LC) (Commercial)
- Outdoor Service
- Sunday Sales

Status of Business

BusinessType: <u>Limited Liability Company</u>
Corporate ID Number: <u>XXXXXXXXXX</u> Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Derek Stevens

First Name: Derek **Last Name:** Stevens
City: Centerville **State:** Iowa **Zip:** 52544
Position: owner
% of Ownership: 100.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Founders Insurance Company</u>	
Policy Effective Date: <u>09/09/2019</u>	Policy Expiration <u>09/09/2020</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective Date	Temp Transfer Expiration Date:

Appanoose COUNTY, Sharon TOWNSHIP

SUMMARY STATEMENT OF RECEIPTS AND DISBURSEMENTS

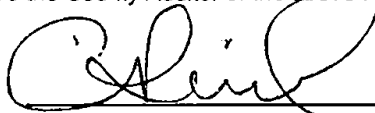
Fiscal Year July 1, 2018 thru June 30, 2019

Code of Iowa 359.23 Receipts and Expenditures - Annual Statement Each township clerk shall prepare, on or before September 30 of each year, a statement in writing, showing all receipts of money and disbursements in the clerk's office for each separate tax levy authorized by law for the preceding fiscal year, showing the current public debt of the township, and showing the balance as of June 30 of all separate reserve accounts held by the township, which shall be certified as correct by the trustees of the township. The statement shall be in a form prescribed by the county finance committee in consultation with the department of management. Each township clerk shall send a copy of this written statement to the county auditor no later than seven days after the statement is certified by the trustees. The county auditor shall post the statement or a summary of the statement in a prominent place in the building where the auditor's office is located. The county treasurer shall withhold disbursement of township taxes until the statement is filed with the county auditor. The county auditor shall notify the county treasurer if taxes are to be withheld.

1	SUMMARY	TOWNSHIP FUNDS					TOTAL
		Total	Cemetery	Fire	MISC		
2	BEGINNING FUND BALANCE JULY 1, <u>2018</u>	15,646.09					15,646.09
3	add (+) TOTAL REVENUE	7,840.57	1,189.66	6,650.91	⊖		7,840.57
4	less (-) TOTAL DISBURSEMENTS	6,401.12	650.00	5,571.12	⊖		6,401.12
5	equals (=) ENDING FUND BALANCE JUNE 30, <u>2019</u>	17,085.54					17,085.54
6	PUBLIC DEBT BALANCES AT YEAR END	—					—
7	RESERVE FUND BALANCES AT YEAR END	—					—

CERTIFICATION

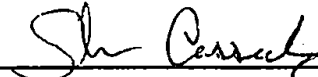
To the County Auditor of the above-named County: We hereby certify that the above statements are correct as appears in the records of the township clerk.

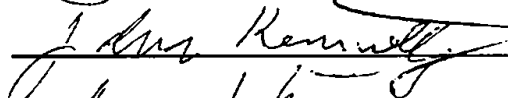


Township Clerk

7-23-2019
Date

LO:G W 6-307 0107



John Kennedy


Jason White
Township Trustees

Appomattox COUNTY,

Houglers

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2018 thru June 30, 2019

1	STATEMENT OF DISBURSEMENTS (continued) 1 of ___	TOWNSHIP FUNDS					TOTAL
		Fire		Total Fire	Cemetery		
2	2019						
3	DATE	DISBURSEMENTS DURING FISCAL YEAR	Uville	Morevic			
4	May	Gravel Sells - 2 X mowing				700.00	700.00
5		Disruptive Section 2 sets large				348.43	348.43
6		Gravel Sells 12 mowing / spraying				800.00	800.00
7							
8	June	City of Centerville - Fire Protection	3,357.37		3,357.37		3,357.37
9		City of Morevic - Fire Protection		2,168.97	2,168.97		2,168.97
10		Gravel Sells - 4 X mowing				1,400.00	1,400.00
11		Gravel Sells - Repair fence at Hines				500.00	500.00
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
32							
33							
34							
35							
36							
37							
38							
39							
40	TOTAL THIS PAGE		3,357.37	2,168.97	5,526.34	3,740.43	9,266.77

Appanoose COUNTY, Honglas TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS
Fiscal Year July 1, 2018 thru June 30, 2019

1	STATEMENT OF DISBURSEMENTS		TOWNSHIP FUNDS					TOTAL
			Fire		Total Fire	Cemetery		
2	2018	DISBURSEMENTS DURING FISCAL YEAR	Coile	Novack				
3	DATE							
4	July	David Selix - 3X mowing / spraying				1,240.00		1,240.00
5		David Selix - 2X mowing				700.00		700.00
6								
7	August	David Selix - 1X mowing				400.00		400.00
8		Large Tree Service - Trim trees				500.00		500.00
9								
10	September	David Selix - 2X mowing				770.00		770.00
11		David Selix - 2X mowing				770.00		770.00
12								
13	October	David Selix - Bonus for 2018				500.00		500.00
14		David Selix - mowing				400.00		400.00
15		Impressive Design - Yearly book printed				14.98		14.98
16								
17	November	Winston Price - 1/2 marking fee				83.33		83.33
18		Jan Robinson - 1/2 marking fee				106.66		106.66
19								
20	December							
21								
22	2019							
23	January							
24								
25	February							
26								
27	March							
28								
29	April	Winston Price - 2 marking fees				50.00		50.00
30								
31								
32	TOTAL DISBURSEMENTS FROM THIS PAGE					5,594.97		5,594.97
33	TOTAL DISBURSEMENTS FROM ATTACHED PAGES		3,357.37	2,168.97	5,526.34	3,740.43		9,266.79
34	TOTAL DISBURSEMENTS FOR YEAR		3,357.37	2,168.97	5,526.34	9,335.40		14,861.74
35	ENDING FUND BALANCE 06/30/2019				+ Cash on hand			
36					+ Checking			
37					+ Savings			
38					+ Other			
39					= Total			
40	TOTAL TO BE ACCOUNTED FOR		3,357.37	2,168.97	5,526.34	9,335.40		14,861.74
	Total Disbursements+Ending Balance (must=Page R1 line 40)							

Appanoose COUNTY,

Monroe

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2018 thru June 30, 2019

1	STATEMENT OF RECEIPTS (continued) 1 of 2		TOWNSHIP FUNDS				TOTAL
			Fire		Fire Total	Cemetery	
2	2019	RECEIPTS DURING FISCAL YEAR	Urbia	Monroe			
3	DATE						
4	May	Dorothy Lee - Nancy Lee - Smith				75.00	75.00
5		donated				115.00	115.00
6		Appanoose Co. Treasurer	537.19	353.62	890.81	803.52	1,694.33
7							
8	June	Donations in Box				170.00	170.00
9		Appanoose Co. Treasurer	106.19	—	106.19	95.80	201.99
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
32							
33							
34							
35							
36							
37							
38							
39							
40	TOTAL THIS PAGE		643.38	353.62	997.00	1,233.08	2,256.32

Appanoose COUNTY,

Douglas

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2018 thru June 30, 2019

1 STATEMENT OF RECEIPTS		TOWNSHIP FUNDS					TOTAL
			Fire		Fire Total	Cemetery	
2							
3		+ Cash on hand					
4	BEGINNING FUND BALANCE	+ Checking				50,924.09	50,924.09
5	07/01/2018	+ Savings					
6		+ Other					
7	2018	= Total					
8	DATE	RECEIPTS DURING FISCAL YEAR		Coille	Bozavia		
9	July	Appanoose Co. Treasurer		19.40	—	19.40	19.01
10		donation - Judy Kangeland					500.00
11							
12	August	donations - Bill Bailey					100.00
13		Appanoose Co. Auditor / Fees					408.00
14							
15	September	Appanoose Co. Treasurer		305.96	201.29	507.25	459.52
16		marking fees Long & Zimmer					50.00
17							
18	October	Memorial - Margaret Geminor					245.00
19		Appanoose Co. Treasurer		948.19	627.24	1,575.43	1,421.19
20		donation box					58.00
21		marking fees / Sharp & Offman					50.00
22							
23	November	marking fees / Herschert					25.00
24		Appanoose Co. Treasurer		302.85	315.19	618.04	557.40
25							
26	December	Appanoose Co. Treasurer		2130.4	45.07	258.11	232.82
27		sale of lot - John Dease					100.00
28	2019						
29	January	Appanoose Co. Treasurer		—	70.24	70.24	63.39
30		Memorial - Margaret Geminor					25.00
31							
32	February	Appanoose Co. Treasurer		26.21	.43	26.64	24.02
33							
34	March	Appanoose Co. Treasurer		29.39	52.91	82.30	74.23
35							
36	April	Appanoose Co. Treasurer		852.89	492.80	1,345.69	1,213.89
37	TOTAL REVENUE FROM THIS PAGE			2,697.93	1,805.17	4,503.10	5,624.47
38	TOTAL REVENUE FROM ATTACHED PAGES			643.38	958.62	997.00	1,259.32
39	TOTAL REVENUE FOR YEAR			3,341.31	2,158.79	5,500.10	6,883.79
40	TOTAL TO BE ACCOUNTED FOR (Beginning Balance + Total Revenue)			3,341.31	2,158.79	5,500.10	57,807.88

Appanoose COUNTY, Haugland TOWNSHIP

SUMMARY STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2018 thru June 30, 2019

Code of Iowa 359.23 Receipts and Expenditures - Annual Statement Each township clerk shall prepare, on or before September 30 of each year, a statement in writing, showing all receipts of money and disbursements in the clerk's office for each separate tax levy authorized by law for the preceding fiscal year, showing the current public debt of the township, and showing the balance as of June 30 of all separate reserve accounts held by the township, which shall be certified as correct by the trustees of the township. The statement shall be in a form prescribed by the county finance committee in consultation with the department of management. Each township clerk shall send a copy of this written statement to the county auditor no later than seven days after the statement is certified by the trustees. The county auditor shall post the statement or a summary of the statement in a prominent place in the building where the auditor's office is located. The county treasurer shall withhold disbursement of township taxes until the statement is filed with the county auditor. The county auditor shall notify the county treasurer if taxes are to be withheld.

1	SUMMARY	TOWNSHIP FUNDS					TOTAL
		Fire	Cemetery				
2	BEGINNING FUND BALANCE JULY 1, <u>2018</u> add (+)	26.24	50,924.09				50,924.09
3	TOTAL REVENUE less (-)	5,500.10	6,883.79				12,383.89
4	TOTAL DISBURSEMENTS equals (=)	5,526.34	9,335.40				14,861.74
5	ENDING FUND BALANCE JUNE 30, <u>2019</u>	- 0 -	48,472.48				48,446.24
6	PUBLIC DEBT BALANCES AT YEAR END						
7	RESERVE FUND BALANCES AT YEAR END						

CERTIFICATION

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

Theresa L. Robinson

Township Clerk

July 31, 2019
Date

Jim Robinson

David Powell

Township Trustees

2019 AUG - 1 6:01:15

Appanoose COUNTY,

Caldwell

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2018 thru June 30, 2019

1	STATEMENT OF DISBURSEMENTS	TOWNSHIP FUNDS						TOTAL
		CEMETERY	FIRE					
2								
3	DATE DISBURSEMENTS DURING FISCAL YEAR							
4	7/3/2018 Travis Selix Mowing 431	1,155.00					1,155.00	
5	7/24/2018 Cincinnati Fire Department 432		1,999.05				1,999.05	
6	7/24/2018 City of Moulton Fire Dept. 433		645.19				645.19	
7	8/7/2018 Travis Selix Mowing 434	770.00					770.00	
8	9/4/2018 Travis Selix Mowing 435	770.00					770.00	
9	10/28/2018 Travis Selix Mowing 436	770.00					770.00	
10	11/7/2018 Travis Selix Mowing 437	770.00					770.00	
11	12/24/2018 Cincinnati Fire Department 438		3,250.83				3,250.83	
12	12/24/2018 City of Moulton Fire Dept. 439		1,049.21				1,049.21	
13	6/5/2019 Connie Foster copies 440	44.18					44.18	
14	6/6/2019 Travis Selix Mowing 441	1,155.00					1,155.00	
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32	TOTAL DISBURSEMENTS FROM THIS PAGE	5,434.18	6,944.28				12,378.46	
33	TOTAL DISBURSEMENTS FROM ATTACHED PAGES							
34	TOTAL DISBURSMENTS FOR YEAR	5,434.18	6,944.28				12,378.46	
35	ENDING FUND BALANCE 06/30/ 2019	+ Cash on hand						
36		+ Checking						
37		+ Savings						
38		+ Other						
39		= Total						
40	TOTAL TO BE ACCOUNTED FOR							
40	Total Disbursements+Ending Balance (must=Page R1 line 40)	5,434.18	6,944.28				12,378.46	

Appanoose COUNTY,

Caldwell

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2018 thru June 30, 2019

1	STATEMENT OF RECEIPTS		TOWNSHIP FUNDS					TOTAL
			CEMETERY	FIRE				
2								
3		+ Cash on hand	8,232.72	2,644.24				10,876.96
4	BEGINNING FUND BALANCE	+ Checking						
5	07/01/ 2018	+ Savings						
6		+ Other						
7		= Total	8,232.72	2,644.24				10,876.96
8	DATE	RECEIPTS DURING FISCAL YEAR						
9	7/15/2018	App. Co Treasurer's 15040	92.52	69.85				162.37
10	8/15/2018	App. Co Treasurer's						
11	9/15/2018	App. Co Treasurer's	1,381.20	1,305.22				2,686.42
12	10/15/2018	App. Co Treasurer's	2,092.37	1,977.05				4,069.42
13	11/15/2018	App. Co Treasurer's	577.24	545.46				1,122.70
14	12/15/2018	App. Co Treasurer's	425.95	402.46				828.41
15	1/15/2019	App. Co Treasurer's	92.47	87.41				179.88
16	2/15/2019	App. Co Treasurer's	101.70	96.09				197.79
17	3/15/2019	App. Co Treasurer's	161.27	152.42				313.69
18	4/15/2019	App. Co Treasurer's	1,806.98	1,707.34				3,514.32
19	5/15/2019	App. Co Treasurer's	554.23	523.70				1,077.93
20	6/15/2019	App. Co Treasurer's	178.81	168.94				347.75
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34								
35								
36								
37	TOTAL REVENUE FROM THIS PAGE		7,464.74	7,035.94				14,500.68
38	TOTAL REVENUE FROM ATTACHED PAGES							
39	TOTAL REVENUE FOR YEAR		7,464.74	7,035.94				14,500.68
40	TOTAL TO BE ACCOUNTED FOR (Beginning Balance + Total Revenue)		15,697.46	9,680.18				25,377.64

Appanoose COUNTY, Caldwell TOWNSHIP

SUMMARY STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2018 thru June 30 2019

Code of Iowa 359.23 Receipts and Expenditures - Annual Statement Each township clerk shall prepare, on or before September 30 of each year, a statement in writing, showing all receipts of money and disbursements in the clerk's office for each separate tax levy authorized by law for the preceding fiscal year, showing the current public debt of the township, and showing the balance as of June 30 of all separate reserve accounts held by the township, which shall be certified as correct by the trustees of the township. The statement shall be in a form prescribed by the county finance committee in consultation with the department of management. Each township clerk shall send a copy of this written statement to the county auditor no later than seven days after the statement is certified by the trustees. The county auditor shall post the statement or a summary of the statement in a prominent place in the building where the auditor's office is located. The county treasurer shall withhold disbursement of township taxes until the statement is filed with the county auditor. The county auditor shall notify the county treasurer if taxes are to be withheld.

SUMMARY		TOWNSHIP FUNDS					TOTAL
		CEMETERY	FIRE				
1							
2	BEGINNING FUND BALANCE JULY 1, <u>2018</u> add (+)	8,232.72	2,644.24				10,876.96
3	TOTAL REVENUE less (-)	7,464.74	7,035.94				14,500.68
4	TOTAL DISBURSEMENTS equals (=)	5,434.18	6,944.28				12,378.46
5	ENDING FUND BALANCE JUNE 30, <u>2019</u>	10,263.28	2,735.90				12,999.18
6	PUBLIC DEBT BALANCES AT YEAR END						
7	RESERVE FUND BALANCES AT YEAR END						

CERTIFICATION

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

Connie K. Luter
Township Clerk

8-6-19

Date

Ronald A. Galt
Paul Stutz
Township Trustees

2019 AUG -9 PM 1:58

There was discussion regarding charging the City of Centerville for current GIS data/imagery and creating an agreement for future data/imagery. It was estimated it cost \$6,000 for the Centerville imagery. Waits motioned to charge \$1,000 and have Jason Murphy and Jason Fraser work out an agreement for future imagery. Motioned died for lack of second. Smith motioned to charge \$1,500 for access to the data this time. Seconded by Demry. Smith and Demry aye. Waits nay. Waits motioned to have Murphy and Fraser work out an agreement on flights for next three years. Motioned died for lack of second. There was discussion about waiting closer to flight time.

Demry motioned to appoint Linda Rouse as the Board of Supervisor designee and Blake White as a resident within the 2 mile extra-territorial zone to the City of Centerville Planning and Zoning Commission. Seconded by Waits. All voted aye. Demry motioned to appoint Mark McGill as the Board of Supervisor designee and Bob Morris as a resident within the 2 mile extra-territorial zone to the City of Centerville Zoning Board of Adjustment. Seconded by Waits. All voted aye.

FYI- MMP update: White Pork #65977.

Demry motioned to approve voiding Treasurer Check #7689 for \$8.00. Seconded by Waits. All voted aye.

Demry motioned to approve hiring Damon M Hoffman as Sign Specialist effective July 29, 2019 starting at \$22.36 per hour. Seconded by Waits. All voted aye.

Michael Johns from Iowa Southern Railroad discussed past practice of the county maintaining the deck and railing of Railroad owned bridges and reimbursing the county for such maintenance. County Engineer, Brad Skinner approves. Demry motioned for Secondary Roads to continue to do maintenance and bill the Railroad and have Johns and Skinner come up with an agreement for future work. Seconded by Waits. All voted aye.

Skinner presented plans for joint and crack sealing letting on S70, 243rd Ave, and J46. Demry motioned to approve the plans and letting for FM-CO04 (107)-55-04. Seconded by Waits. All voted aye.

Skinner updated the board on the Secondary Roads department. The DOT approved additional FM rock hauling. He would also like to add some overlay projects to the 5 year construction program. The patching project east of Unionville is 95% done. They are looking to replace the wooden box culvert in the yard with a smaller concrete pipe and install above ground fuel tanks. Demry asked Skinner to look at the stop sign at the intersection in Moravia. It was not flashing.

Stephanie Koch, CDS Coordinator, continues to go to the jail every Tuesday afternoon for the jail aversion program. CIT Training with law enforcement, EMS and Firefighters will be 10/15. She will be attending the Back to School Bash on 8/13 from 5-7. She will be in training 10/14 and attending ISAC 8/21-8/22. She continues to work with the homeless. A Children Stakeholder's meeting will be held in September. Those interested should contact her.

Public comments: Irene Brooks stated a circus will be in Moravia on August 23rd with two showings; one at 5 and another at 7:30. Advanced tickets are \$7-\$12, day of the show are \$8-\$15.

Demry motioned to recess until noon. Seconded by Smith. All voted aye.

Waits exited meeting.

Demry motioned to re-open the meeting and close the silent auction at 12:00 P.M. Seconded by Smith. All voted aye.

Demry motioned to accept all final bids (\$352.00). Seconded by Smith. All voted aye.

Demry motioned to adjourn. Seconded by Smith. All voted aye.

The Board adjourned to meet at the call of the Auditor at 12:01 P.M.

Attest:

Kelly Howard, Appanoose County Auditor

August 5, 2019

Appanoose County Board of Supervisors met in regular session August 5, 2019 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Mark Waits, Chairman (via telephone) Neal Smith and Linda Demry, Boardmembers. Absent: none.

Meeting started with the Pledge.

Silent auction open for bids.

Demry motioned to approve the agenda. Seconded by Smith. All voted aye.

Waits motioned to approve the minutes from July 15, 2019 meeting. Seconded by Smith. All voted aye.

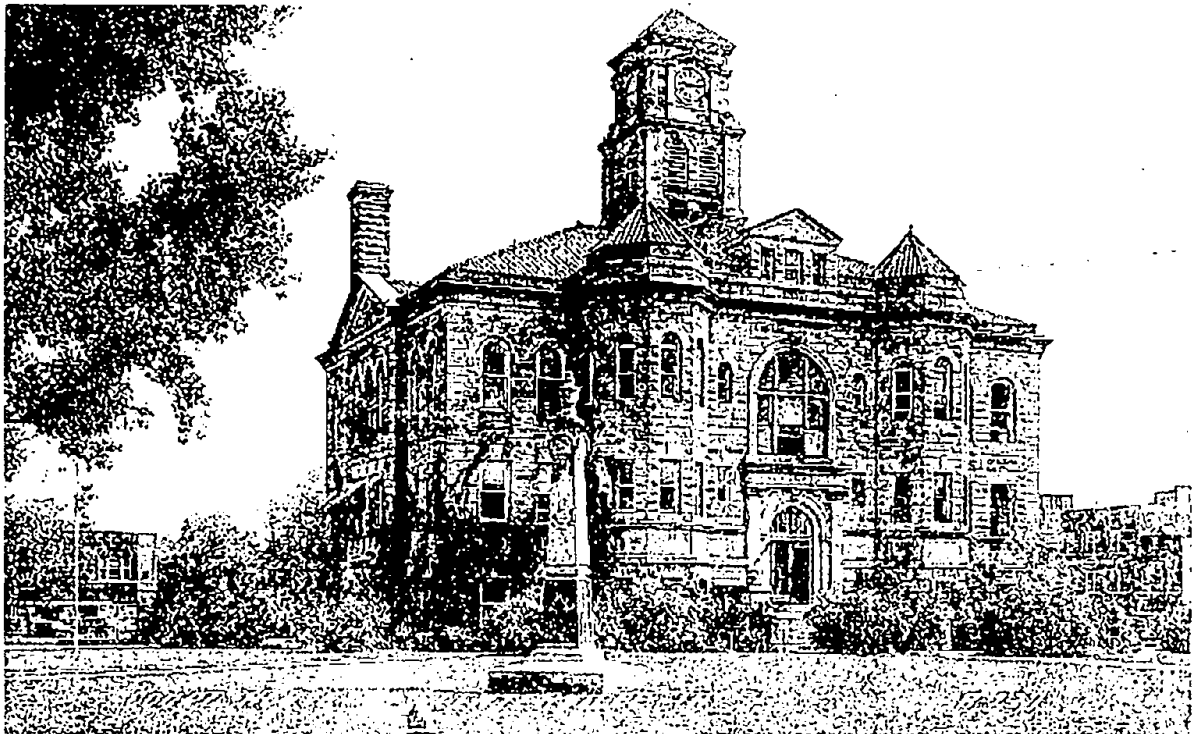
Demry motioned to approve 7/26 payroll, Walnut Township Annual Report, DHS Quarterly Report, and Prisoner Room & Board Transfer. Seconded by Smith. All voted aye.

Access Sys	Typing-Print.-Bind.Serv.	131.38
Iowegian	Typing-Print.-Bind.Serv.	428.48
Alliant	Engineering Services	1359.58
Amer Home Fdg	Juvenile Detention & Shel	1399.50
APGS	Off. Supplies & Forms	39.00
App Co Tourism	Contrib. & Purchase Serv	81942.33
App Co Treas	Off. Supplies & Forms	42.80
Aramark	Engineering Services	163.32
Bailey Off	Off. Supplies & Forms	24.97
Banleaco	Off. Equip Repair & Maint	314.71
D Barnthouse	Building Repair & Maintce	300.00
Baty Elec	E911 Other Capital Expens	795.90
Bill & Ray's Auto	Engineering Services	9.41
WILLIAM BOYLAN	Bridge & Culvert Maint.	507.60
Bratz Oil	Engineering Services	20.00
Brown's Shoe	Engineering Services	125.00
Cantera Aggregates	Engineering Services	24807.75
Capital Sanitary Supply	Building Repair & Maintce	20.97
CarQuest	Engineering Services	846.02
Casey's Business MC	Transportation	104.25
Cville Wtrwks	Engineering Services	366.72
Central IA Det	Juvenile Detention & Shel	1650.00
Centurylink	E911 Telephone Expense	248.72
Certified Power	Engineering Services	265.88
Chariton Valley Pl	Off. Supplies & Forms	11371.45
City Cville	Salary-Regular Employees	6149.40
City of Ottumwa/SIRG	Construction & Maint.	3553.64
City of Plano	Maintenance Contract	190.82
City of Unionville	Maintenance Contract	164.18
Cunningham-Reis	Roads	21434.75
S Dittmer	Legal Serv. Dep-Subp-Tran	567.00
Douglas Township	Care of Soldiers Graves	412.00
EASTERN IOWA TIRE	Engineering Services	69.15
Farmers Mutual Tel	E911 Telephone Expense	633.50
First Bkcd	Vehicle Repair & Maintce	39.99
L Floen	Educational & Train.Serv.	275.65
Fogle TV	Engineering Services	295.15
Garman Farms	Engineering Services	14741.47
P Garrison	Twp Clk & Trustees	20.00
Gateway Hotel	Educational & Train.Serv.	316.78
PJ Greufe	Health Insurance	1500.00

Housby Mack	Engineering Services	1043.26
Hy-Vee	Food Preparation Service	2768.00
Hy-Vee Pharm	Medical & Health Services	12.99
Interstate Batt	Off. Supplies & Forms	599.85
ICAA	Educational & Train.Serv.	70.00
IOWA STATE UNIVERSITY EXT/OUT	Educational & Train.Serv.	900.00
IPAC	Voter Registration Serv.	3765.53
ISAC	Dues & Memberships	6275.00
Kimball	Engineering Services	612.55
P Wells	Educational & Train.Serv.	39.15
Knox Co Stone	Engineering Services	10179.92
D Kratofil	Twp Clk & Trustees	20.00
J Kratofil	Twp Clk & Trustees	20.00
R Lamb	Mileage & Transp. Expense	505.02
Lange FH	Funeral Services	1800.00
Mail Serv	Vehicle Renewal Notices	436.68
Menards	Engineering Services	550.62
Mercy Med Ctr	Engineering Services	172.00
Metal Culverts	Bridge & Culvert Maint.	156.10
Midwest Wheel	Engineering Services	82.22
MMIT	Off. Supplies & Forms	77.70
M&M Sales	Off. Supplies & Forms	70.45
Moravia Prtg	Typing-Print.-Bind.Serv.	291.00
Myers Custom Signs	Mileage & Transp. Expense	350.00
Natel	Telephone & Telegr.Serv.	1033.99
Official Pest Control	Off. Equip Repair & Maint	60.00
Jeri Pershy	Rent Payments	275.00
Petty C-Sheriff	Postage & Mailing	4.20
Polk Co Treas	Medical & Health Services	178.45
D Powell	Twp Clk & Trustees	20.00
RACOM	Off. Equip Repair & Maint	1325.50
RRWA	Engineering Services	25.75
River Hills	Medical & Health Services	130.00
RK Auto	Vehicle Repair & Maintce	959.13
RLR	Contrib. & Purchase Serv	23721.78
J Robinson	Twp Clk & Trustees	20.00
T Robinson	Twp Clk & Trustees	20.00
E Schwaner	Transportation	40.24
Seymour Tire	Engineering Services	130.50
S Tait	Twp Clk & Trustees	20.00
Thomas Funeral Home	Mileage & Transp. Expense	300.00
R Tissue	Books & Periodicals	25.00
US Bank	Educational & Train.Serv.	388.93
US Cellular	Off. Supplies & Forms	771.96
USPS	Postage & Mailing	395.00
Vanguard Appraisals	Computer & Microfilm Supp	4000.00
Walmart	Off. Supplies & Forms	25.75
Watson & Ryan	Legal & Ct-Related Serv.	62.50
Wayne Co Sheriff	Legal Serv. Dep-Subp-Tran	37.00
Wex Bank	Mileage & Transp. Expense	144.53
Windstream	Off. Supplies & Forms	840.41
J Zaputil	Twp Clk & Trustees	20.00
Grand Total		243422.88

Demry motioned to approve bills. Seconded by Smith. Smith & Demry voted aye. Waits abstained (did not view bills).

Appanoose County



Employee Handbook

August 2019

Table of Contents

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

Introduction

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

At-Will Employment

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

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

All employees responsible to the Appanoose County Board of Supervisors.

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

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

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

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

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

Equal Employment Opportunity

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

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

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

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

Harassment

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

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

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

Sexual Harassment

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

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

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

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

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

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

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

Definitions

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

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

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

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

Job Openings

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

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

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

Veteran's Preference

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

Employment of Relatives

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

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

Work Schedule

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

Overtime

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

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

Exempt employees shall not receive overtime or compensatory time.

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

Sick Leave

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

Accumulated sick leave may be used for the following:

- Personal illness or injury
- Medical, dental, or vision appointments
- Care for a minor child
- FMLA approved absences

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

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

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

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

Jury Duty

Employees may be granted time off with pay for the purpose of jury duty. The employee will be granted time off only for that portion of the workday necessary to

serve duty. Any jury duty pay received by an employee shall be turned over to the County.

Bereavement Leave

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

Family Medical Leave

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

FMLA leave will be granted for the following circumstances:

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

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

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

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

Your insurance benefits will be maintained for up to 12 weeks during your leave under the same conditions as if you continued to work. You must continue to pay your portion of the insurance premiums. You must make arrangements for payment of these premiums in a timely manner. If your leave extends for more than 12 weeks, you will become responsible for payment of the entire health insurance premium to maintain coverage.

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

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

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

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

Unpaid Leave of Absence

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

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

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

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

An employee who fails to return from an unpaid leave of absence on the date specified in the request shall be considered to have resigned his/her position, unless a written request for extension has been submitted by the employee, recommended by the elected official or department head, and approved by the elected official, Board of Supervisors or appropriate governing board.

While on an unpaid leave of absence, an employee shall not accrue sick leave or vacation benefits. Nor shall time spent on an unpaid leave of absence be considered time worked for the purpose of receiving an in-grade wage increment. The employee

must pay his/her own group health and life insurance premiums for that portion of an unpaid leave of absence in excess of thirty (30) days unless on Family Medical Leave.

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

Holidays

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

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

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

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

Personal Leave

Full-time employees shall receive 3 personal leave days per year on their anniversary date. (24 hour maximum.) Personal leave usage shall be requested in writing and approved in advance by the Elected Official or Department Head. Personal days must be used within 1 year of receiving the leave.

Vacation

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

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

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

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

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

Military Leave

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

Travel Expense

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

Fitness For Duty

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

Licenses

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

County Equipment

Appanoose County provides supplies, equipment, and materials necessary for you to perform your job. These items include but are not limited to: telephones, computers,

email and the internet. These items are intended to be used for the County purposes. Minimal, appropriate personal use may be acceptable as determined by your Elected Official or Department Head. Employees have no reasonable expectation of privacy with respect to any County provided equipment whether or not employees have private access or an entry code into any system.

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

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

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

- Conduct any business activity or solicit the performance of any activity which is prohibited by law; or
- On-line game playing;
- Transmit material, information or software in violation of any local, state or federal law;
- Conduct any fund raising and public relations activities, not related to County operations.

Cell Phone

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

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

Discipline

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

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

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

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

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

Grounds For Disciplinary Action

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

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

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

Drug Free Workplace

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

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

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

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

Personnel Files

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

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

Employees who wish to review their own file should contact the Auditor's Office or appropriate department. With reasonable advance written notice, employees may review their own personnel file, with the exception of letter(s) of reference, in the appropriate office and in the presence of an individual appointed by Appanoose County to maintain the files.

Insurance

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

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

Health Insurance

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

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

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

COBRA

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

Continued Retiree Coverage

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

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

Life Insurance

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

SECONDARY ROADS ADDENDUM

1 - Overtime (8 and 10 hour days) - Overtime shall be paid at the rate of time and one-half (1-1/2) the employee's straight time hourly rate for hours worked in excess of eight (8) hours in any 8-hour workday or ten (10) hours in any 10-hour workday. Work performed on Saturday or Sunday will be paid for at the rate of time and one-half (1-1/2) the employee's straight time rate. Overtime shall not be paid more than once for the same hours worked. All time paid, such as sick leave, vacation, holidays, jury duty, military leave, and funeral leave will count as time worked for the purpose of computing overtime.

2 - Transfers - Anyone who temporarily or permanently fills in a higher job classification will receive wages according to that classification. If transferred temporarily to a lower job classification, wages will remain at current hourly rate.

3 - Seniority - Regular full-time employees will be put on the seniority list and their seniority shall be determined from their date of employment. Should more than one employee have the same seniority date, the employee with the lowest last four digits in his/her social security number shall have the most seniority. When the number of regular full-time employees is to be reduced within the unit, the Employer shall determine the employees to be laid off. Qualifications will be the primary consideration in said determination and only where qualifications between employees, as determined by the Employer, are relatively equal, seniority shall govern.

4 - Personal Leave - Employees shall be allowed 24 hours paid personal leave per year. Personal leave shall be requested and approved in advance.

5 - Leadman Pay - A supplemental pay of Two Dollars and Fifty cents (\$2.50) per hour shall be paid to the employee designated to act as the Leadman in the absence of the Road Foreman during the period of time they are acting.

6 - Licensed Chemical Applicator Pay - The County engineer shall post for bid the position of Licensed Chemical Applicator when there is a vacancy as determined by the Engineer. A licensed employee must maintain his certification and shall receive twenty-five cents (\$0.25) per hour upon certification. The County shall pay for the training, materials and testing for an employee to become certified. An employee may test up to two (2) times per year. Foreman and Motor Grader Operators will not be considered for this position. If the employee loses the certification for any reason, the pay will immediately cease and the position is deemed vacant.

7 - Visitation - The Business Representative of the Union, who has been previously identified by the Union to the County Engineer or his designated representative for

each visit, will be permitted to visit the jobs or shops to ascertain that the Agreement is being complied with. Said Union Representative is not to interfere with the Employer's operation.

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

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

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

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

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

(Employee Name)

(Employee Signature)



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, KANSAS CITY DISTRICT
635 FEDERAL BLDG
601 E 12TH STREET
KANSAS CITY, MISSOURI 64106-2824

June 24, 2019

Civil Branch

SUBJECT: Transmittal of Proposed Supplemental Agreement (SA) No. 1 to
Easement No. DACW41-2-73-51, Rathbun Lake, Iowa

Mr. Gary Bishop
Secondary Roads Engineer
Appanoose County
1200 HWY 2 West
Centerville, Iowa 52544

Dear Mr. Bishop:

Enclosed is proposed SA No. 1 to Subject Easement issued to Appanoose County. The attached Supplemental Agreement grants approval for a bridge replacement near Honey Creek and applicable conditions and Executive Orders.

If SA No. 1 is satisfactory, please have the appropriate official of your organization sign and date the proposed document. Have another official complete the Certificate of Authority. Please return all documents to this office in the enclosed return envelope **within 15 days** of receipt of this letter. After our countersignature, you will receive an executed copy for your records.

If you have any questions, please do not hesitate to contact me at 816-389-2076 or by email at todd.p.gessling@usace.army.mil.

Sincerely,

RECEIVED AUG - 6 2019

A handwritten signature in black ink, appearing to read "Todd Gessling", is written over a circular stamp or mark.

Todd Gessling
Realty Specialist, Civil Branch
Real Estate Division

Enclosure

SUPPLEMENTAL AGREEMENT NO. 1

To

EASEMENT NO. DACW41-2-73-51

Road Easement

Rathbun Lake

Appanoose County, Iowa

WHEREAS, on February 27, 1973, the Secretary of the Army acting for and in behalf of the United States, hereafter referred to as the Secretary, did grant Easement No. DACW41-2-73-51 to the **Appanoose County, 1200 HWY 2 West, Centerville , Iowa 52544**, hereafter referred to as the Grantee, for right of way for a road or street over, across, in and upon lands of the United States in perpetuity, and

WHEREAS, a request has been submitted for a boundary amendment for a bridge replacement on Honey Creek, and

NOW THEREFORE, it is mutually agreed to by both parties to amend Easement DACW41-2-73-51, in the following particulars, but no others, effective upon execution by both parties:

Add the following paragraph(s):

15. PRELIMINARY ASSESSMENT SCREENING

A preliminary assessment screening (PAS) documenting the known history of the property with regard to the storage, release, or disposal of hazardous substances thereon, is attached hereto and made a part hereof as **EXHIBIT "D"**. Upon expiration, revocation or termination of this easement, another PAS shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements.

16. The construction of aforementioned bridge over Honey Creek is approved with the following conditions:

- a. Bridge replacement and temporary construction easement is outlined in **EXHIBIT "E"**
- b. Bridge replacement is authorized in plans provided in **EXHIBIT "F"**
- c. Grantee will comply with Executive Order (EO) 13658 as outlined in **EXHIBIT "G"** and EO 13706 as outlined in **EXHIBIT "H"**
- d. Temporary construction easement is for period of thirty (30) days past completion.

- e. Access for construction is authorized by Consent to Easement provided in **EXHIBIT "I"**
- f. Grantee will comply with Section 404 regulatory requirements.

ADD the following Exhibits:

Exhibit "D" Preliminary Assessment Screening (PAS)

Exhibit "E" Permanent and Temporary Construction Easement

Exhibit "F" bridge replacement plans provided by Appanoose County

Exhibit "G" Executive Order 13658 (Minimum Wage)

Exhibit "H" Executive Order 13706 (Sick Leave)

Exhibit "I" Consent to Easement

All other conditions remain the same.

This Supplemental Agreement No. 1 to Easement No. DACW41-2-73-51 is not subject to Title 10, U.S.C., Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the
Secretary of the Army, this _____ day of _____, 2019.

Kevin L. Bishop
Real Estate Contracting Officer
United States Army Corps of Engineers
Kansas City District

This Supplemental Agreement No. 1 to Easement DACW41-2-73-51, is also
executed by the Grantee this _____ day of _____, 2019.

Appanoose County

Signature

Printed Name

Title

CERTIFICATE OF AUTHORITY

I, _____ (Name), certify that I am the
_____(Title) of **Appanoose County**, that
_____(signator of outgrant) who signed the foregoing
instrument on behalf of the grantee was then _____(title of signator
of outgrant) of **Appanoose County**. I further certify that the said officer was acting
within the scope of powers delegated to this governing body of the grantee in executing
said instrument.

Appanoose County

Date

Clerk or Appropriate Official

AFFIX SEAL

**Checklist P - Preliminary Assessment Screening (PAS)
Determinations**

INSTRUCTIONS:

1. Both new grants and renewals may require a PAS. A renewal is defined as making the same area available again for the same purpose, whether or not to the same grantee.

2. The PAS determines if a Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) notice is required with a transfer of Government real property.
 - a. A license is not a transfer of real property and requires no PAS.
 - b. A PAS may be prepared however, for any outgrant, if desired.
 - c. A PAS may be desirable for licenses with contamination potential.
 - d. A PAS will be prepared for a license authorizing construction in advance of granting an easement or deed.
 - e An "exit" PAS will be prepared with the termination of any outgrant that had a beginning PAS.
 - f A PAS is not required for Consents to Easement.
 - g A PAS is required for all leases, including agricultural leases, and easements.
 - h A PAS is required for all disposals of land and buildings.
 - i A PAS is not required for hay sales.
 - j A PAS is required for sales of standing timber, embedded sand and gravel.

3. Each reviewing element of the District having records indicating that the CERCLA "threshold" quantity of hazardous substances has been exceeded on the property being transferred should search its files and the PAS should state the results of the searches.

PRELIMINARY ASSESSMENT SCREENING

Applicant: Appanoose County Secondary Roads

Lake and Tract(s)#: Rathbun Lake Tract 338 339E-1

Proposed Real Property Transaction:

- [] lease
- [x] easement
- [] permit
- [] deed
- [] other
- [] sale of building to [name]:

Nature of the Action: Bridge Replacement with a box culvert

Term: Current Term

Property Description: Current Bridge is failing and the county is replacing it with a box culvert.

Exhibit "D"

PAS RECORDS SEARCH:


Records searches were performed in Project, District Office Operations Division, and District Office Real Estate files for any records of historical hazardous substance(s) activity on the site.

Project Files

Date Searched: 16 April 2019

Searched by (print name): Jordon Griffin

- [x] The search did not reveal any evidence of hazardous substance release, storage, or disposal exceeding CERCLA* thresholds.
[] The search or other reason prompted an on-site survey, attached.

Signed By: 

Title: Natural Resource Specialist

Date: 17 Apr 2019

Operations Division Files

Date Searched: 04/17/2019

Searched by (print name): Emily Coffin

- [] The search did not reveal any evidence of hazardous substance release, storage, or disposal exceeding CERCLA* thresholds.
[] The search or other reason prompted an on-site survey, attached.

Signed By: 

Title: NRM Specialist

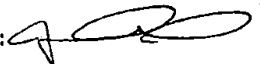
Date: 04/17/2019

Real Estate Division Files

Date Searched: 6/11/19

Searched by (print name): Todd Gessling

- [] The search did not reveal any evidence of hazardous substance release, storage, or disposal exceeding CERCLA* thresholds.
[] The search or other reason prompted an on-site survey, attached.

Signed By: 

Title: Realty Specialist

Date: 6/11/19

Records Search Conclusion:

- [x] PAS indicates neither necessity to provide notice under CERCLA nor any environmental conditions to affect the proposed real property transaction.
[] PAS indicates a positive finding that requires further investigation and reporting.

Exhibit "D"

PAS ON-SITE INSPECTION

A site inspection is only required if the records search indicates further need for investigation. Site inspections should also be done for PAS whenever there is knowledge or strong suspicion of CERCLA threshold violations.

1. Location and nature of proposed real property transaction:
2. Describe what prompted on-site inspection. [e.g. record search, corporate knowledge, verbal reports, grantee's use potential for contamination, general advisability.

On-site screening instructions

Check for each category. Explain briefly in "Narrative" section below when something other than "None" is checked. State the distance if "Nearby" is checked and describe whether there is a known or potential pathway for onsite contamination. Attach a tract map and/or definitive drawing of the real estate property covered by this survey.

Categories:

Dumps, especially with drums, containers (Read labels if possible; do not open or handle! If no labels, note identifying characteristics.

- Onsite
- Nearby
- None

Other debris: household, farm, industrial waste.

- Onsite
- Nearby
- None

Fills: possible cover for dumps.

- Onsite
- Nearby
- None

Unusual chemical odors.

- Onsite
- Nearby
- None

Storage tanks: petroleum products, pesticides, etc.

- Onsite
- Nearby
- None

Buildings: chemical storage, equipment repair, solvents.

- Onsite
- Nearby
- None

Vegetation different from surrounding for no apparent reason e.g. bare ground.

- Onsite
- Nearby

Exhibit "D"

None
"Sterile" or modified water bodies.
 Onsite
 Nearby
 None

Oil seeps, stained ground, discolored stream banks.
 Onsite
 Nearby
 None

Oil slicks on water, unusual colors in water.
 Onsite
 Nearby
 None

Spray operation base: airstrip, equipment, parking area.
 Onsite
 Nearby
 None

Machinery repair areas, note type of repair performed.
 Onsite
 Nearby
 None

Pipelines: major electrical equipment.
 Onsite
 Nearby
 None

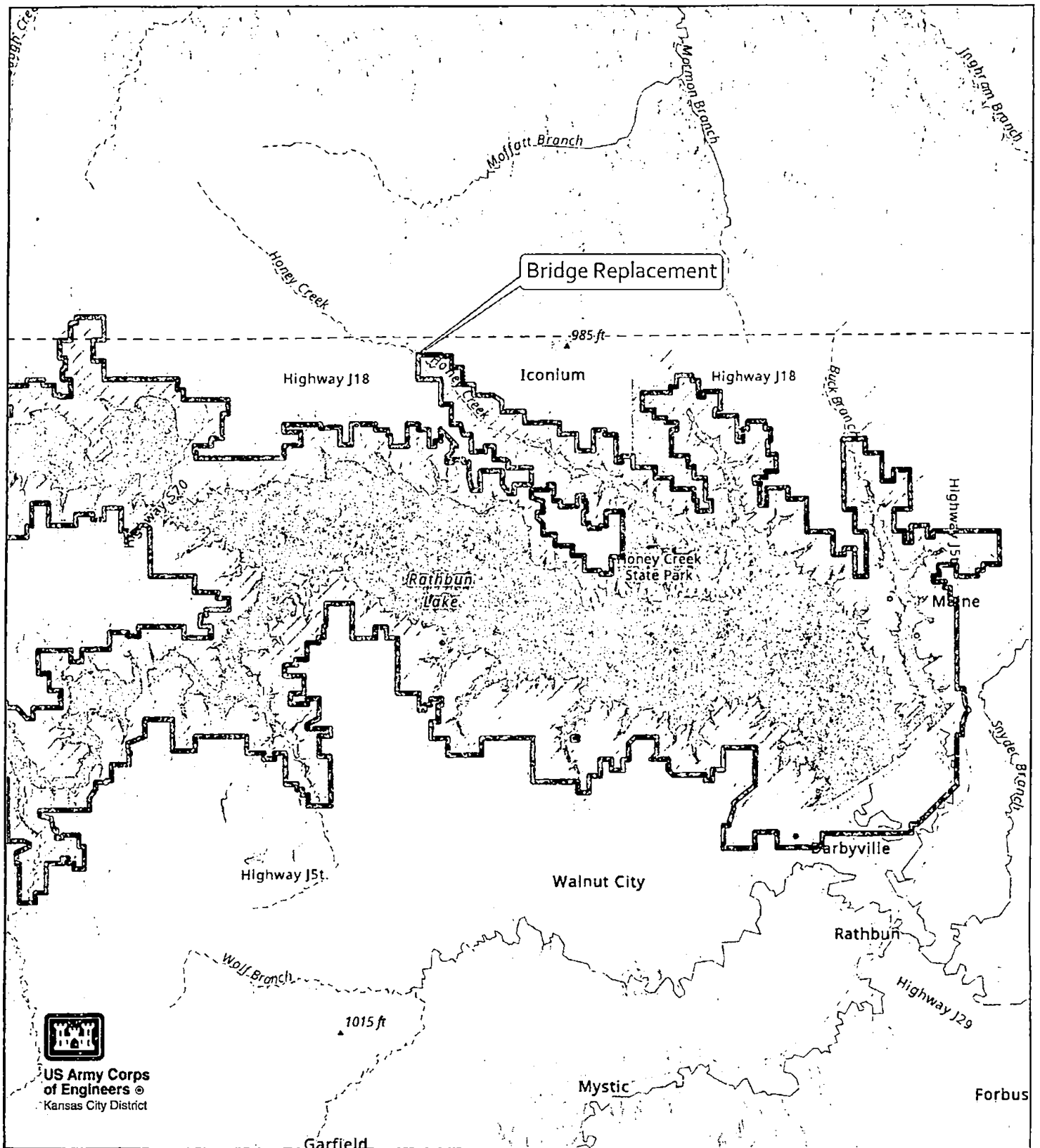
Oiled or formerly oiled roads.
 Onsite
 Nearby
 None

Electric transmission lines: pole mounted transformers, pad mounted transformers, evidence of leakage.
 Onsite
 Nearby
 None


Narrative Comments:

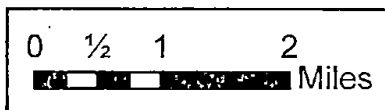
Prepared By: *Jordon Griffin*
Title: *Natural Resource Specialist*
Date: *17 Apr 2019*

Exhibit "D"



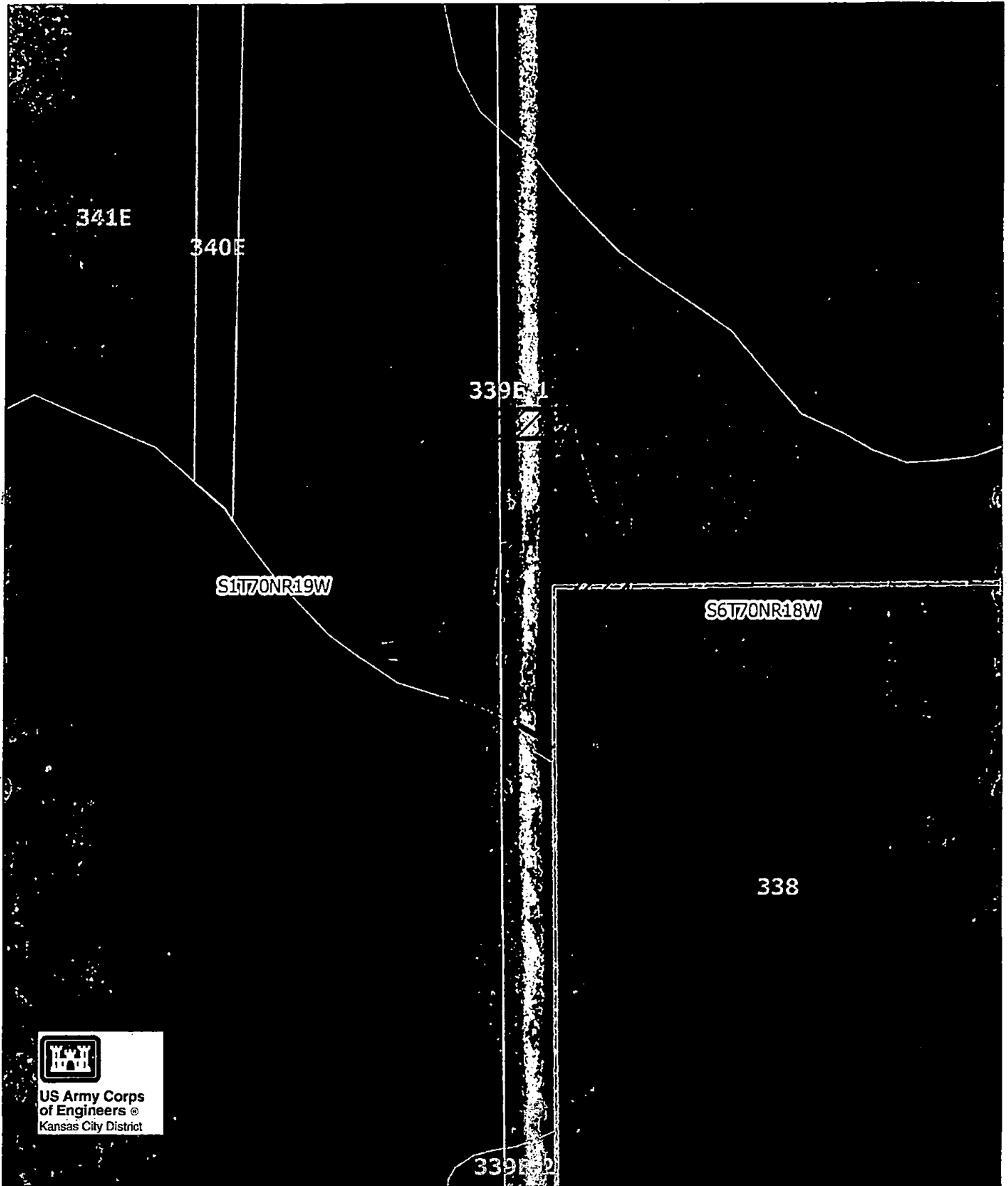
US Army Corps of Engineers ©
Kansas City District

 Corps Boundary








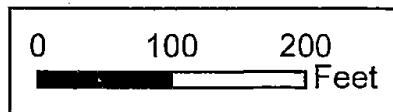
RATHBUN LAKE
APPANOOSE COUNTY, IOWA
DACW41-2-73-51
SUPPLEMENTAL AGREEMENT #
APPANOOSE COUNTY
TRACTS: 338, 339E-1
S6, T70N, R18W
S1, T70N, R19W

Exhibit "E"



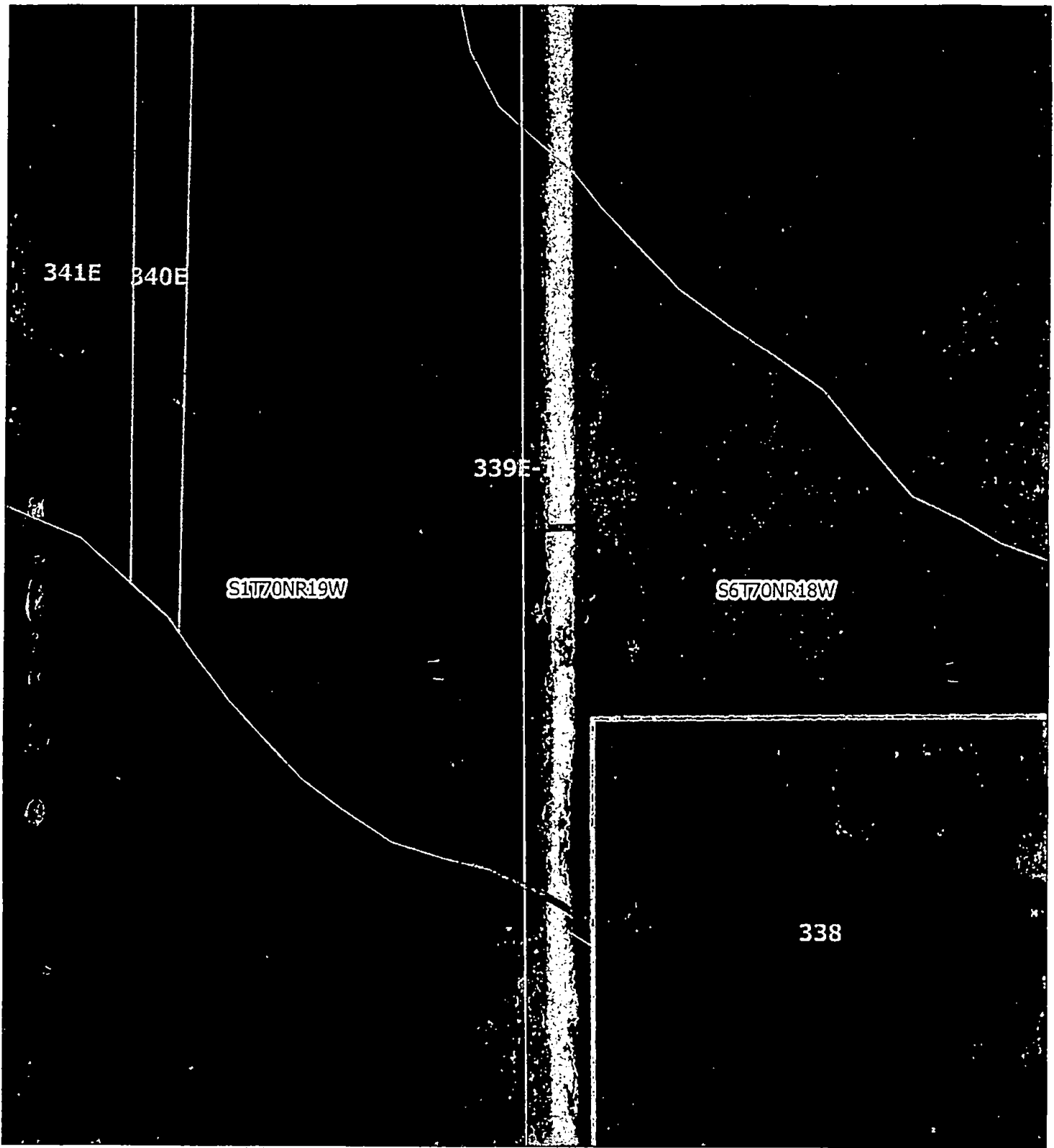

 US Army Corps
 of Engineers ©
 Kansas City District





-  Outgrant
-  Temporary Use
-  Tracts
-  Corps Boundary
-  Public Land Section

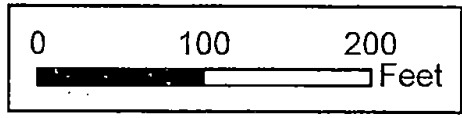


RATHBUN LAKE
APPANOOSE COUNTY, IOWA
DACW41-2-73-51
SUPPLEMENTAL AGREEMENT #1
APPANOOSE COUNTY
TRACTS: 338, 339E-1
S6, T70N, R18W
S1, T70N, R19W

Exhibit "E"



-  Outgrant
-  Corps Boundary
-  Tracts
-  Public Land Section



RATHBUN LAKE
APPANOOSE COUNTY, IOWA
DACW41-2-73-51
SUPPLEMENTAL AGREEMENT #
APPANOOSE COUNTY
TRACTS: 338, 339E-1
S6, T70N, R18W
S1, T70N, R19W

PROJECT NO. BROS-SWAP-C004(106)--SE-04
 RCB CULVERT REPLACEMENT-TWIN BOX
 LETTING DATE: FEBRUARY 19, 2019
 APPANOOSE COUNTY

STANDARD ROAD PLANS
 STANDARD ROAD PLANS ARE LISTED ON SHEET ____

SECTION 404 PERMIT AND CONDITIONS 281-1
10-18-18
 CONSTRUCT THIS PROJECT ACCORDING TO THE REQUIREMENTS OF U.S. ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT ____ PERMIT NO. ____ A COPY OF THIS PERMIT IS AVAILABLE FROM THE ICWA DOT WEBSITE (<http://www.enrpermits.iowadot.gov/>). THE U.S. ARMY CORPS OF ENGINEERS RESERVES THE RIGHT TO VISIT THE SITE WITHOUT PRIOR NOTICE.



PLANS OF PROPOSED IMPROVEMENT ON THE
 SECONDARY ROAD SYSTEM
APPANOOSE COUNTY
 PROJECT NO. BROS-SWAP-C004(106)--SE-04
RCB CULVERT REPLACEMENT - TWIN BOX
 ON 160TH AVE, OVER UNNAMED TRIB TO RATHBUN LAKE,
 FROM J18 NORTH .25 MILES TO HONEY CREEK BRDG, ON WLINE
 S6 T70N R18W

REFER TO THE PROPOSAL FORM FOR LIST OF APPLICABLE SPECIFICATIONS.

THIS PROJECT IS COVERED BY THE IOWA DEPARTMENT OF NATURAL RESOURCES NPDES GENERAL PERMIT NO. 2. THE CONTRACTOR SHALL CARRY OUT THE TERMS AND CONDITIONS OF GENERAL PERMIT NO. 2 AND THE STORM WATER POLLUTION PREVENTION PLAN WHICH IS A PART OF THESE CONTRACT DOCUMENTS. REFER TO SECTION 2802 OF THE STANDARD SPECIFICATIONS FOR ADDITIONAL INFORMATION.

MILEAGE SUMMARY
 STA. 38+50.00 TO STA. 42+10.00 = 360.00 LH. FT. = 0.6682 MILES
 2014, TRAFFIC COUNT = 40 V.P.D.

UTILITY CONTACTS			
COMPANY	UTILITY	CONTACT	PHONE #
-	-	-	-
-	-	-	-
-	-	-	-

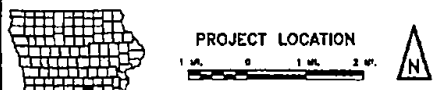
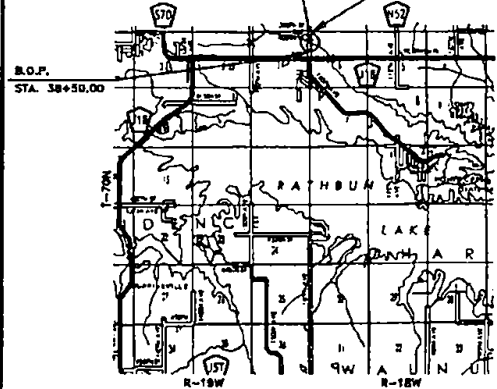
PROJECT NO. BROS-SWAP-C004(106)--SE-04
 FHWA NO. 066130
 COUNTY BR. NO. 080602
 INDEX OF SHEETS
 1. TITLE SHEET
 2. SITUATION PLAN
 3. GENERAL PLAN

TOTAL SHEETS
 3

IOWA DEPARTMENT OF TRANSPORTATION STANDARDS REQUIRED	
STANDARD	LATEST REVISION
TYR20 01-12	07-18
TYR20 02-12	02-18
TYR20 10-12-12	-
PRCB 01-13	07-18
PRCB 02-13	07-18
PRCB 10-13	-
PCS 2-13-13	07-18
PCS 3-13-13	07-18
PCS 4-13	-
PCP 2-12	11-13

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

STATION 40+80.00
 B.O.P. STA. 38+50.00
 E.O.P. STA. 42+10.00
 FHWA NO. 088130
 PROPOSED TWIN 10' x 12' x 44'-0" REINFORCED CONCRETE BOX CULVERT 30' SKRM. LT. AHEAD



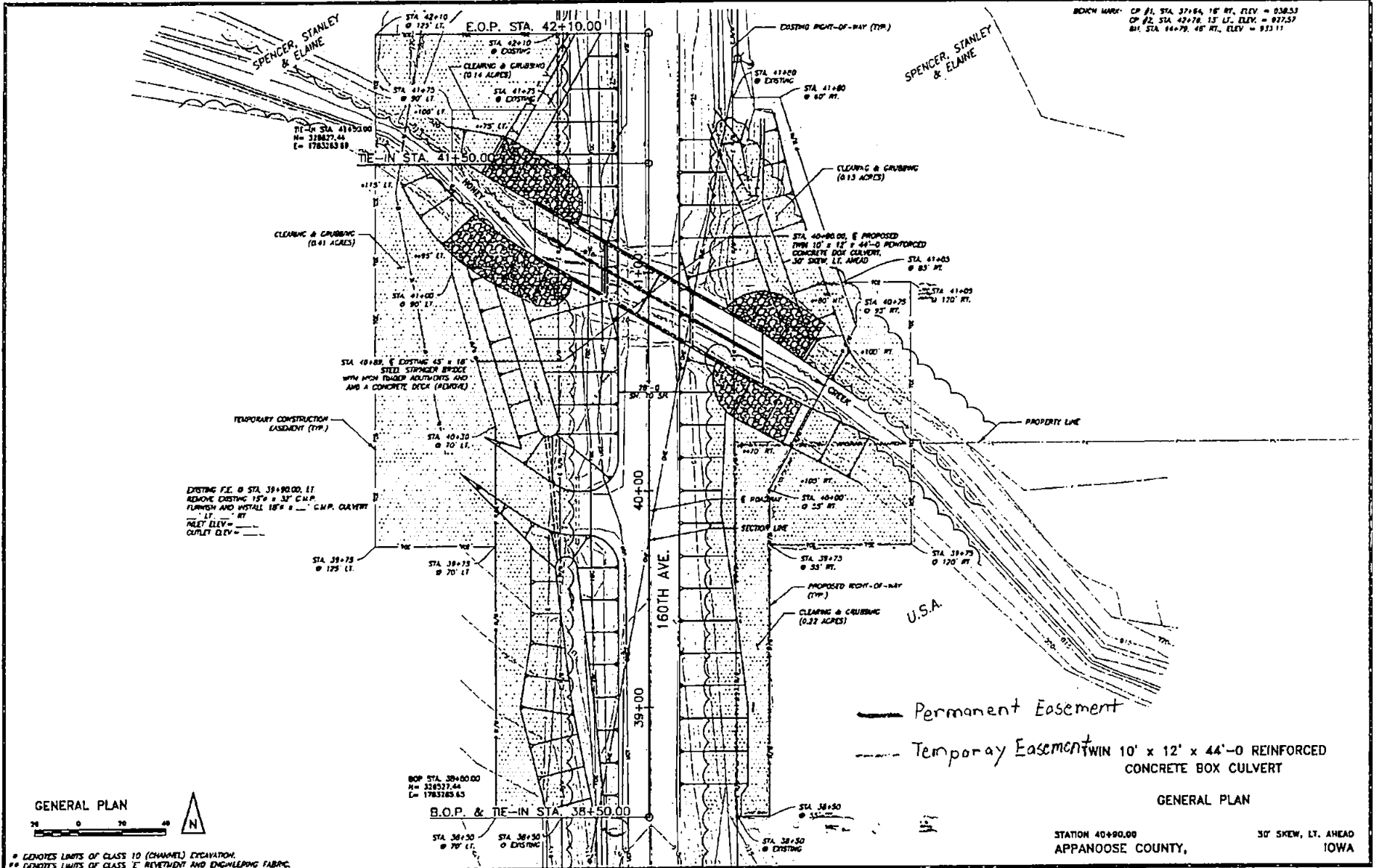
DESIGNER APPROVAL
 ALL SHOP DRAWINGS AND FIELDWORK DRAWINGS THAT REQUIRE APPROVAL SHALL BE SUBMITTED TO AND APPROVED BY THE CONTRACTOR, WHO SHALL STAMP A COPY ON EACH DRAWING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER CONTRACTOR APPROVAL. THE APPROVED DRAWINGS SHALL THEN BE SUBMITTED TO CALMOUN-BURNS AND ASSOCIATES, INC. FOR REVIEW AND APPROVAL.
 ADDRESS: 1800 30TH STREET, WEST DES MOINES, IOWA 52748
 TELEPHONE: (515) 274-4344
 FAX: (515) 274-1983
 SHOP DRAWINGS SHALL BE INDIVIDUAL DRAWINGS WITH ADEQUATE DIMENSIONS FOR FABRICATION OF INDIVIDUAL PIECES OF EACH COMPONENT. PHOTOCOPIES OF PLAN DRAWINGS AND NON-CONTRACTOR APPROVED PLANS WILL BE REJECTED.
 THESE DRAWINGS SHALL NOT BE SENT TO IOWA DOT, OFFICE OF BRIDGES AND STRUCTURES.

IOWA ONE CALL
 1-800-292-8989
 www.iowaonecall.com

PROFESSIONAL ENGINEER
 JULIA A. REDMOND
 17384
 IOWA
 I hereby certify that these contract documents were prepared by me, or under my direct personal supervision and that I am a duly licensed professional engineer in accordance with the laws of the State of Iowa.
 I hereby approve these contract documents.
 MY LICENSE EXPIRES DATE: 12/31/2018
 THESE SHEETS COVERED BY THIS SEAL

APPROVED
 APPANOOSE COUNTY ENGINEER _____ DATE _____
 BOARD OF SUPERVISORS _____ DATE _____

Exhibit "F"



BENCH MARK: CP #1, STA. 37+66, 18' RT., ELEV. = 838.53
 CP #2, STA. 42+78, 15' LT., ELEV. = 827.57
 BM, STA. 46+79, 48' RT., ELEV. = 933.11

EXISTING P.E. @ STA. 39+90.00, LT.
 REMOVE EXISTING 18" x 32" C.M.P. CULVERT
 FURNISH AND INSTALL 18" x 32" C.M.P. CULVERT
 LT. RT.
 INLET ELEV. = ---
 OUTLET ELEV. = ---

— Permanent Easement
 - - - Temporary Easement
 TWIN 10' x 12' x 44'-0 REINFORCED
 CONCRETE BOX CULVERT

GENERAL PLAN
 0 20 40
 N

* DENOTES LIMITS OF CLASS 10 (CHANNEL) ELEVATION.
 # DENOTES LIMITS OF CLASS 7 (RETAINMENT AND ENCHLURING FABRIC).

Exhibit "F"

Executive Order 13658

Any reference in this section to "prime contractor" or "contractor" shall mean the Grantee and any reference to "contract" shall refer to the Easement.

The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

(b) Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c),

whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

(c) Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

(d) Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

(e) The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

(f) Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than the minimum wage as established each January to any worker.

(g) Payroll Records.

(1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and social security number.

(ii) The worker's occupation(s) or classification(s)

- (iii) The rate or rates of wages paid.
- (iv) The number of daily and weekly hours worked by each worker.
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

(h) The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

(i) Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

(k) Antiretaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

(l) Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

(m) Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract

Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

APPENDIX A TO PART 13—CONTRACT CLAUSE

The following clause shall be included by the contracting agency in every contract, contract-like instrument, and solicitation to which Executive Order 13706 applies, except for procurement contracts subject to the Federal Acquisition Regulation (FAR):

(a) *Executive Order 13706.* This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

(b) *Paid Sick Leave.* (1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

(c) *Withholding.* The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

(d) *Contract Suspension/Contract Termination/Contractor Debarment.* In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(e) The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

(f) Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

(g) *Recordkeeping.* (1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and Social Security number of each employee;

(ii) The employee's occupation(s) or classification(s);

(iii) The rate or rates of wages paid (including all pay and benefits provided);

(iv) The number of daily and weekly hours worked;

(v) Any deductions made;

(vi) The total wages paid (including all pay and benefits provided) each pay period,

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;

(ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in §13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);

(xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;

(xiii) The relevant covered contract;

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.

(ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

(h) The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

(i) *Certification of Eligibility.* (1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) *Interference/Discrimination.* (1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

(k) *Waiver.* Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

(l) *Notice.* The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(m) *Disputes concerning labor standards.* Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its

subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS
KANSAS CITY DISTRICT**

Consent to Easement
Project: Rathbun Lake, Iowa
Tract No. 339E-1

CONSENT TO EASEMENT STRUCTURES

WHEREAS, the United States has acquired a perpetual flowage easement and rights over **Tract No. 339E-1**, Appanoose County, Rathbun Lake, Iowa from Edith and Gilbert Callen by virtue of Easement Deed filed February 17, 1966, in Appanoose County, Iowa; and

WHEREAS, said easement, grants to the United States the right of prior approval for any structures, excavation or fill to be located within the said easement area, which is under the administrative control of the Kansas City District, Corps of Engineers.

WHEREAS, the United States has been requested to give consent for bridge replacement and stream bank stabilization on the above identified Tract.

NOW THEREFORE, the United States hereby gives consent to **Appanoose County, located at 1200 HWY 2 West, Centerville, Iowa 52544, for bridge replacement culvert installation** at the location shown on **Exhibit "F"** attached hereto;

PROVIDED HOWEVER, that this consent is subject to the following conditions:

1. All activities conducted on the premises shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

2. The giving of this consent does not in any way subordinate the United States' prior easement rights. The United States shall in no case be liable for any damage or injury to the structures herein consented to, which may be caused by any action of the United States under its easement, or that may result from the future operations undertaken by the United States, and no claim or right to compensation shall accrue from such exercise of the United States' easement rights.

3. The United States shall not be responsible for damages to property or injuries to persons, which may arise from or be incident to the exercise of the consented activity.

4. This instrument is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that this consent does not eliminate the necessity for obtaining any Department of the Army permit which may

be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. Section 403), Section 404 of the Clean Water Act (33 U.S.C. Section 1344) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with use of the premises.

5. If any cultural and/or human remains are inadvertently uncovered during construction, the work is to be halted until appropriate project and district personnel are notified and the remains are evaluated for NRHP significance.