

OFFICE OF THE

*Appanoose County Auditor*

**KELLY HOWARD**

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

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Meeting Agenda  
September 3, 2019

The Appanoose County Board of Supervisors will meet Tuesday September 3, 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 19, 2019 meeting
4. Approve reports: 8/23 payroll, July 19 Prisoner Room & Board Transfer, Bellair & Pleasant Township Financial Reports
5. Approve bills
6. Approve EMS Income Surtax public measure language and set election date
7. Approve Memorandum of Understanding with MercyOne Centerville
8. Discuss Superior Cable quote on upgrading fire system
9. FYI – MMP Update: DeerStand # 66407
10. CDS Coordinator
11. 9:15 A.M. Public Hearing Appanoose County Ordinance No.49: Tanning Facilities
12. County Engineer report
  - a. Approve Resolution #2019-14: Revised Secondary Roads Construction Program, FY2020-2024
  - b. Approve Iowa DOT Agreement for County Bridge Federal-Aid SWAP Funding, Agreement No. 5-19-HBP-SWAP-001 (Replacement of the 160<sup>th</sup> St Bridge over Honey Creek tributary)
  - c. Approve application for Upgrade of a portion of a Level B Road (420<sup>th</sup> St) to Level A: Shawn Blanchard
13. Public Comments
14. Adjourn

August 19, 2019

Appanoose County Board of Supervisors met in regular session August 19, 2019 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Mark Waits, Chairman, Neal Smith and Linda Demry, Boardmembers. Absent: none.

Meeting started with the Pledge.

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

Smith motioned to approve the minutes from August 5, 2019 meeting. Seconded by Demry. All voted aye.

Demry motioned to approve 8/9 payroll, Caldwell, Douglas, & Sharon Township Annual Reports. Seconded by Smith. All voted aye.

Iowegian	Typing-Print.-Bind.Serv.	568.30
ADLM EM	Contrib. & Purchase Serv	12000.00
ADLM EH	Off. Supplies & Forms	31984.20
Agriland FS	Engineering Services	2429.57
Alliant	Engineering Services	5073.83
ACCA	Contrib. & Purchase Serv	10000.00
App Co ISU Ext	Community Support Program	895.20
App Co Recorder	Off. Equip Repair & Maint	26.75
Serv Agency	Salary-Regular Employees	4045.46
Co Treas/US Bank	Off. Supplies & Forms	1060.97
App Comm Care	Homemaker-Home Health Aid	4351.30
Aramark	Engineering Services	163.32
Baker's	Engineering Services	134.37
Banleaco	Office Equip. & Furniture	198.94
Bloomfield True Value	Park Maint. & Supplies	199.80
R Bogle	Rent Payments	350.00
Michael Bouma	Mileage & Transp. Expense	272.77
Bratz Auto	Engineering Services	80.00
Bratz Oil	Mileage & Transp. Expense	1298.14
K Burch	Rent Payments	550.00
C-D	Engineering Services	134.03
Calhoun Burns	Engineering Services	1677.20
Cantera Aggregates	Engineering Services	22332.01
Capital Sanitary Supply	Building Repair & Maintce	95.85
CDW Government	Off. Supplies & Forms	229.59
Cville Wtrwks	Water & Sewer	62.68
C'ville Produce & Feed	Park Maint. & Supplies	57.25
Central IA Det	Juvenile Detention & Shel	2028.00
Central IA Distributing	Park Maint. & Supplies	302.00
Chariton Valley Elec	Engineering Services	333.34
City Cville	Salary-Regular Employees	6437.67
City of Plano	Maintenance Contract	267.13
City of Unionville	Maintenance Contract	229.83
Clark's Auto Rpr	Engineering Services	168.99
Clark's Landscaping	Engineering Services	1089.00
L Coltrain	Election Official Comp	113.40
Dave's Tire Shop	Engineering Services	1044.00
Davis Co Sheriff	Medical & Health Services	8273.97
Davis Co ISU Ext	Community Support Program	61.40
Diagnostic Imaging	Medical & Health Services	36.00
Ronald Eddy	Twp Clk & Trustees	20.00
Emerg Planning & Consulting	Construction & Maint.	5600.00
Equipment Blades, Inc	Engineering Services	2274.50

Fareway	Food & Provisions	197.33
Finish Line	Fuels	1104.70
Chancie Fitzwater	Rent Payments	500.00
L Floen	Educational & Train.Serv.	94.18
Fogle TV	Jail Equip. & Furniture	379.11
Forbes Office Solutions	Off. Supplies & Forms	35.20
C Foster	Twp Clk & Trustees	20.00
Garman Farms	Engineering Services	6654.81
PJ Greufe	Health Insurance	1500.00
Rex Harris	Engineering Services	2103.66
Hartland Bobcat Services	Motor Vehicle	19814.00
Hills San	Engineering Services	546.00
Housby Mack	Engineering Services	1662.88
B Howington	Mileage & Transp. Expense	269.13
Hy-Vee	Food Preparation Service	2356.00
Interstate Batt	Engineering Services	265.90
Iowa Land Records	Educational & Train.Serv.	75.00
ISAC	Educational & Train.Serv.	210.00
John Deere	Engineering Services	782.56
Junction Inn	Rent Payments	180.00
Kimball	Engineering Services	523.02
Kinetic Edge	Engineering Services	100.00
Knox Co Stone	Engineering Services	8618.16
Chad Koestner	Rent Payments	350.00
L&W Quarries	Engineering Services	952.71
R Lamb	Mileage & Transp. Expense	1021.39
Lange FH	Mileage & Transp. Expense	2780.00
K Laurson	Off. Supplies & Forms	55.26
Lee Co Hlth	Community Support Program	102.62
LexisNexis	Dues & Memberships	100.00
Lockridge	Park Maint. & Supplies	134.51
The Machinery Barn	Park Maint. & Supplies	742.65
Marion Co Pub Hlth	Community Support Program	2358.08
Marshall Co Sheriff	Medical & Health Services	3901.27
Mercy Med Ctr	Engineering Services	110.00
Midwest Wheel	Engineering Services	71.98
MMIT	Off. Supplies & Forms	77.70
M&M Sales	Off. Equip Repair & Maint	75.50
Monroe Pub Hlth	Community Support Program	6561.96
Monroe Co ISU Ext	Community Support Program	991.28
Moravia Union	Typing-Print.-Bind.Serv.	133.47
MORRIS CONCRETE	Bridge & Culvert Maint.	875.00
NAPA	Engineering Services	422.53
Natel	Telephone & Telegr.Serv.	32.85
O'Reilly	Engineering Services	142.31
Office Ctr	Off. Supplies & Forms	69.39
G Odgen	Election Official Comp	90.80
Orchard Pl	Community Support Program	1092.81
Power Ins	Law Enf. Auto Ins.	578.00
Prof Computer	Off. Equip Repair & Maint	19.95
Quick Shop	Transportation	224.94
Quill	Off. Supplies & Forms	159.95
Rainbo Oil	Engineering Services	3207.41
RASWC	Engineering Services	154.40
RRWA	Water & Sewer	25.75
K Reed	Appraisal & Consultant Se	93.78
River Hills	Medical & Health Services	130.00

L RUTHERFORD	Election Official Comp	80.00
SCICAP	Community Support Program	19558.15
SEAT	Educational & Train.Serv.	50.00
Seymour Tire	Engineering Services	67.00
Snap-On Tools	Engineering Services	48.00
Solutions	Computer & Microfilm Supp	8177.68
SOUTH SIDE DRUG	Medical & Health Services	29.00
J Steele	Twp Clk & Trustees	20.00
TK Group	Engineering Services	1345.70
Thomas Funeral Home	Mileage & Transp. Expense	500.00
R Tissue	Educational & Train.Serv.	130.45
Treas IA State Univ	Educational & Train.Serv.	170.00
UnityPoint	Engineering Services	126.00
US Bank	Engineering Services	1091.43
US Cellular	Telephone & Telegr.Serv.	453.77
USPS	Postage & Mailing	275.00
Walmart	Off. Supplies & Forms	162.08
Watson & Ryan	Legal & Ct-Related Serv.	1187.50
Wayne Co Sheriff	Food Preparation Service	3510.00
Weston Heating	Jail Equip. & Furniture	56.50
Wex Bank	Mileage & Transp. Expense	156.24
Windstream	E911 Telephone Expense	1841.54
Ziegler	Engineering Services	23492.12
Grand Total		266910.81

Smith motioned to approve bills. Seconded by Demry. All voted aye.

Demry motioned to approve the liquor licenses for The Retreat & Cheb's. Seconded by Smith. All voted aye.

Demry motioned to set the Public Hearing for Appanoose County Ordinance No 49: Tanning Facilities for 9/3/19 at 9:15 A.M. Seconded by Smith. All voted aye.

Demry motioned to approve the GIS Data Grant Agreement with the City of Centerville. Seconded by Smith. All voted aye.

Demry motioned to approve the Appanoose County Handbook updates (August 2019). Seconded by Smith. All voted aye.

Smith motioned to approve SA No 1 to Easement No DACW41-2-73-51 with the US Army Corps for the Honey Creek Bridge Replacement. Seconded by Demry. All voted aye.

County Engineer, Brad Skinner updated the board on the Secondary Roads department. He would like to add some overlay projects to the 5 year construction program as well as a FM rock haul. The updated program will be presented for approval. Smith asked for a map where the arm mower has been. Highway J3T patching is ready to go. The plans for the storm sewer at the county yard are done. They will need to get a new bid for the fuel tanks.

Stephanie Koch, CDS Coordinator, will be at ISAC later this week. She continues to go to the jail every Tuesday afternoon. She will be providing C3 Training to the school on Personal Development days. The next Governing Board meeting will be 9/5 in Ottumwa. The Children's Stakeholders meeting will be 9/11 at 4:30 in her office.

Public comments: Dianna Daly-Husted from ADLM stated Captain's Landing is expanding and installing an employee's bathroom. The commission will have to approve their added variance to the existing ordinance. Centerville City Administrator Jason Fraser stated the water is safe to drink even though it smells. It has been tested and is clean.

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

The Board adjourned to meet at the call of the Auditor at 9:25 A.M.

Appanoose County Board of Supervisors

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Attest:

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Kelly Howard, Appanoose County Auditor

DISTRICT COURT OF APPANOOSE COUNTY

REPORT OF FEES COLLECTED

\*\*\*PRISONER ROOM AND BOARD\*\*\*

To the Board of Supervisors of Appanoose County:

I, Winnie Houser, Clerk/Clerk's Designee of the District Court of the above named County and State, do hereby certify that the following is a true and correct statement of the fees collected by the Clerk of Court for the month of July, 2019, and The same has been paid to the County as per receipt attached.

COUNTY SHARE OF PRISONER ROOM & BOARD

1000-1000-4440-05-302	Total Prisoner Room & Board Reimbursement	
	100% General Basic	\$ <u>618.64</u>
29000-01000-4440-05-301	60% Transfer to Sheriff	\$ <u>371.18</u>

Transfer authorized by Appanoose County Board of Supervisors this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed: \_\_\_\_\_  
Chairperson

Appanoose COUNTY, Bellaire TOWNSHIP

**SUMMARY STATEMENT OF RECEIPTS AND DISBURSEMENTS**

Fiscal Year July 1, 2018 thru June 30, 2019

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 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 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 the written statement to the county auditor no later than seven days after the statement is read 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
	Gen	Fire					
BEGINNING FUND BALANCE JULY 1, <u>2018</u>	5,718.17	3963.33					9681.50
add (+) TOTAL REVENUE	3984.91	9513.34					13,498.25
less (-) TOTAL DISBURSEMENTS	4200.00	9483.50					13,683.50
equals (=) ENDING FUND BALANCE JUNE 30, <u>2019</u>	5503.08	3993.17					9496.25
PUBLIC DEBT BALANCES AT YEAR END							
RESERVE FUND BALANCES AT YEAR END	5503.08	3993.17					9496.25

**CERTIFICATION**

I, 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.

Bruce Clark

Township Clerk

8-9-19

Date

Neil Kuyfich  
 Township Trustee





Appanoose

COUNTY, Yellav

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2018 thru June 30, 2019

STATEMENT OF RECEIPTS				TOWNSHIP FUNDS					TOTAL
				Cem	Fire				
BEGINNING FUND BALANCE 07/01/ <u>2019</u>	+ Cash on hand								
	+ Checking			<u>5718.17</u>	<u>3963.93</u>				<u>9681.50</u>
	+ Savings								
	+ Other								
	= Total								<u>9681.50</u>
DATE	RECEIPTS DURING FISCAL YEAR								
<u>7-13-19</u>	<u>Appanoose Co. Treas</u>			<u>7478</u>	<u>1163.33</u>				<u>240.11</u>
<u>9-14-19</u>	"	"	"	<u>451.31</u>	<u>1079.76</u>				<u>1531.07</u>
<u>10-15</u>	"	"	"	<u>1288.06</u>	<u>3081.73</u>				<u>4369.79</u>
<u>11-15</u>	"	"	"	<u>336.98</u>	<u>805.98</u>				<u>1142.96</u>
<u>12-14</u>	"	"	"	<u>162.75</u>	<u>389.37</u>				<u>552.12</u>
<u>1-15</u>	"	"	"	<u>43.66</u>	<u>104.43</u>				<u>148.09</u>
<u>2-15</u>	"	"	"	<u>6.54</u>	<u>15.66</u>				<u>22.20</u>
<u>3-15</u>	"	"	"	<u>112.72</u>	<u>269.65</u>				<u>382.37</u>
<u>4-15</u>	"	"	"	<u>1109.06</u>	<u>2653.51</u>				<u>3762.57</u>
<u>5-15</u>	"	"	"	<u>290.24</u>	<u>694.31</u>				<u>984.55</u>
<u>6-15</u>	"	"	"	<u>106.81</u>	<u>255.61</u>				<u>362.42</u>
TOTAL REVENUE FROM THIS PAGE				<u>3984.91</u>	<u>9513.34</u>				<u>13,498.25</u>
TOTAL REVENUE FROM ATTACHED PAGES									
TOTAL REVENUE FOR YEAR				<u>3984.91</u>	<u>9513.34</u>				<u>13,498.25</u>
TOTAL TO BE ACCOUNTED FOR (Beginning Balance + Total Revenue)				<u>9703.08</u>	<u>13,476.67</u>				<u>23,179.75</u>

Appanoose COUNTY, Pleasant 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
	01 Cemetery	07 Fire	09 Spec Ceme				
1 BEGINNING FUND BALANCE JULY 1, <u>2018</u>	15,508.55	∅	1724.20				17,232.75
2 add (+)							
3 TOTAL REVENUE	5979.83	6584.77	∅				12,564.60
4 less (-)							
4 TOTAL DISBURSEMENTS	4440.00	6584.77	∅				11,024.77
5 equals (=)							
5 ENDING FUND BALANCE JUNE 30, <u>2019</u>	17,048.38	∅	1724.20				18,772.58
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.

Jean Mobley  
Township Clerk

8/20/19  
Date

Fred Kibbey

Gary Brothers

Wayne A. Wright  
Township Trustees

Appanoose COUNTY, Pleasant

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2018 thru June 30, 2019

1	STATEMENT OF RECEIPTS		TOWNSHIP FUNDS					TOTAL
			01 Cemetery	07 Fire	09 Spec Cemetery			
2								
3		+ Cash on hand						
4	BEGINNING FUND BALANCE	+ Checking	15,508.55	0	1724.20			17,232.75
5	07/01/	+ Savings						
6		+ Other						
7		= Total	15,508.55	0	1724.20			17,232.75
8	DATE	RECEIPTS DURING FISCAL YEAR						
9	7-13-18	Appanoose County Treasurer	53.82	52.50				106.32
10	9-14-18		724.71	776.82				1481.53
11	10-15-18		1,139.59	1,586.96				3,026.55
12	11-15-18		751.8	876.44				1,628.24
13	12-14-18		288.09	317.52				605.61
14	1-15-19		26.38	29.10				55.48
15	2-15-19		61.25	67.50				128.75
16	3-15-19		123.38	114.00				237.38
17	4-15-19		1,590.75	1,753.51				3,344.26
18	5-15-19		718.81	792.30				1,511.11
19	6-14-19		197.87	218.12				415.99
20								
21								
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23								
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32								
33								
34								
35								
36								
37	TOTAL REVENUE FROM THIS PAGE		5,979.77	6,584.77				12,564.60
38	TOTAL REVENUE FROM ATTACHED PAGES							
39	TOTAL REVENUE FOR YEAR		5,979.77	6,584.77				12,564.60
40	TOTAL TO BE ACCOUNTED FOR (Beginning Balance + Total Revenue)		21,488.38	6,584.77	1,724.20			29,797.35

Appanoose COUNTY, Pleasant

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2018 thru June 30, 2019

1	STATEMENT OF DISBURSEMENTS		TOWNSHIP FUNDS					TOTAL
			01 Cemetery	07 Fire	09 Spec Ceme			
2								
3	DATE	DISBURSEMENTS DURING FISCAL YEAR						
4	7-2-18	Light Prod + Turf Mgmt.	330.00					330.00
5	7-10-18		330.00					330.00
6	7-30-18		330.00					330.00
7	8-6-18		330.00					330.00
8	8-23-18		330.00					330.00
9	9-10-18		330.00					330.00
10	9-24-18		330.00					330.00
11	10/10/18		330.00					330.00
12	10-25-18		330.00					330.00
13	4-30-19		330.00					330.00
14	5-12-19		330.00					330.00
15	5-23-19		330.00					330.00
16	6-10-19		150.00					150.00
17	6-18-19		330.00					330.00
18		Cincinnati Fire Dept.		6584.77				6584.77
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32	TOTAL DISBURSEMENTS FROM THIS PAGE		4440.00	6584.77				11,024.77
33	TOTAL DISBURSEMENTS FROM ATTACHED PAGES							
34	TOTAL DISBURSMENTS FOR YEAR		4440.00	6584.77	0			11,024.77
35	ENDING FUND BALANCE 06/30/	+ Cash on hand						
36		+ Checking	17,048.38	6584.77	1724.20			18,722.58
37		+ Savings						
38		+ Other						
39		= Total	17,048.38	6584.77	1724.20			18,722.58
40	TOTAL TO BE ACCOUNTED FOR		21,488.38	6584.77	1724.20			29,797.35

Shall the following Public Measure be adopted?

Question: Shall the County of Appanoose continue to impose a local option income surtax for emergency medical services at a rate of one percent (1%) on the lowa income tax of each individual residing in the County at the end of the individual's applicable tax year for five (5) consecutive years commencing January 1, 2020?

Appanoose County Board of Supervisors

Courthouse – Appanoose County

201 N 12<sup>th</sup> St.

Centerville IA 52544

August 2, 2019

Dear Board of Supervisors,

Please find enclosed an updated Memorandum of Understanding. I have updated this form for the name change to MercyOne Centerville Medical Center and the change to Matt Johnson, President.

I also added two sentences as follows, based on recommendations of the 340-B Program auditor:

Page 2, second sentence- This Memorandum of Understanding is not an exclusive arrangement to participate with one hospital / organization.

Page 2, under item 1, fourth sentence- The Appanoose County Board of Supervisors is not certifying the figures on this Memorandum of Understanding.

Please review this updated version and sign in the appropriate area. Please call me at 437-3442 if you have any questions / concerns. When completed, please call me and I will come and pick up the document.

Thank you for your assistance in this matter.

Best Regards,



Jeff Willier, PharmD

MercyOne Centerville Medical Center

One St. Joseph's Drive

Centerville IA 52544

641-437-3442 (work)

641-895-7117 (cell)

jwillier@mercydesmoines.org

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

***APPANOOSE COUNTY BOARD OF SUPERVISORS***

**AND**

***MERCYONE CENTERVILLE MEDICAL CENTER***

**(Identifier #MOU3JW)**

**THIS AGREEMENT** is made this 30th day of July, 2019 by and between **the Appanoose County Board of Supervisors** located at Centerville Iowa (Appanoose County) and **MercyOne Centerville Medical Center**, a non-profit corporation organized and existing under the laws of the State of Iowa, located at One St Joseph's Drive, Centerville Iowa.

**RECITALS:**

**WHEREAS**, MercyOne Centerville Medical Center is an Iowa not-for-profit hospital that provides a disproportionate share of healthcare services to the Medicaid population in addition to supporting programs that benefit the indigent, uninsured or underinsured population in the State of Iowa;

**WHEREAS**, MercyOne Centerville Medical Center desires to participate in the drug discount program established under Section 340B of the Public Health Services Act (the "340B Program");

**WHEREAS**, in order to participate in the 340B Program MercyOne Centerville Medical Center must enter into an agreement with a unit of the [state or local] government pursuant to which MercyOne Centerville Medical Center commits to provide health care services to low-income individuals who are neither entitled to benefits under Title XVIII of the Social Security Act nor eligible for assistance under the State plan of Title XIX under this Act;

**WHEREAS**, MercyOne Centerville Medical Center desires to make such a formal commitment to the Appanoose County Board of Supervisors; and

**WHEREAS**, the Appanoose County Board of Supervisors agrees to accept such commitment on behalf of the citizens of Appanoose County. This Memorandum of Understanding is not an exclusive arrangement to participate with one hospital / organization.

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants contained herein and for other good a valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted, under seal, by and between the parties to this Agreement, as follows:

**1. Commitment of MercyOne Centerville Medical Center to Provide Indigent Care.**

During the term of this Agreement, MercyOne Centerville Medical Center agrees to continue its historic commitment to the provision of health care to indigent, uninsured and underinsured residents of Appanoose County. In fiscal year 2018-2019 this commitment totaled approximately \$516,194.00 in lost charges. Pursuant to this commitment, it is the intention of Mercy Medical Center - Centerville that indigent care provided during the term of this Agreement will range generally between \$400,000.00 and \$750,000.00 annually. The Appanoose County Board of Supervisors is not certifying the figures on this Memorandum of Understanding. In any event, the Appanoose County Board of Supervisors will assume that all patients will receive necessary care, as required by law, regardless of ability to pay.

**2. Acceptance and Acknowledgements of the Appanoose County Board of Supervisors.**

- (a) The Appanoose County Board of Supervisors accepts the commitment of MercyOne Centerville Medical Center set forth above;
- (b) The Appanoose County Board of Supervisors has executed a certification form, attached hereto, which acknowledges that the healthcare services provided by MercyOne Centerville Medical Center are being provided to low-income individuals who are neither entitled to benefits under Title XVIII of the Social Security Act nor eligible for assistance under the State plan of Title XIX under this Act; and



- (c) The Appanoose County Board of Supervisors authorizes MercyOne Centerville Medical Center to submit the attached certification in support of MercyOne Centerville Medical Center's application to enroll in the 340B program.

**3. Representations of MercyOne Centerville Medical Center.**

**MercyOne Centerville Medical Center** represents that as of the date hereof:

- (a) MercyOne Centerville Medical Center constitutes a corporation duly organized and validly existing in good standing under the laws of the State of Iowa with the corporate power and authority to enter into and perform its obligations under this Agreement; and
- (b) MercyOne Centerville Medical Center is a tax-exempt corporation under Section 501 (c) (3) of the Internal Revenue Code of the United States, as amended and under applicable laws of the State of Iowa.

**4. Term and Termination.** The term of this Agreement shall commence on the date first above written and shall continue until terminated by either party upon not less than sixty (60) days prior written notice to the other party.

**5. Notice.** All notices required or permitted to be given under this Agreement shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

Sent to: Appanoose County Board of Supervisors  
Attention:  
Linda Demry, Supervisor  
Neal Smith, Supervisor  
Mark Waits, Supervisor

**6. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (excepting any conflict of laws provisions which would serve to defeat application of Iowa substantive law).


IN WITNESS WHEREOF, MercyOne Centerville Medical Center and the Appanoose County Board of Supervisors have executed this Agreement as of the day and year first written above by their duly authorized representatives.

WITNESS:

Name: \_\_\_\_\_  
Linda Demry, Supervisor

Name:   
Matthew Johnson, President

Name: \_\_\_\_\_  
Neal Smith, Supervisor

Name:   
Jeff Willier, Pharm.D.

Name: \_\_\_\_\_  
Mark Waits, Supervisor

This Agreement has been reviewed for legal sufficiency by:

  
Susan Daniels, ~~Daniels~~ ~~Suzanski~~  
Appanoose County Attorney



Superior Cable & Data, LLC  
 PO Box 741  
 Centerville, IA 52544

# Estimate

Date	Estimate #
7/26/2019	5897

Name / Address
Appanoose Co Courthouse 201 N 12th Centerville, IA 52544

Description	Qty	Rate	Total
Fire Alarm System			
Fire Alarm Materials		14,110.00	14,110.00T
1-Addressable Fire Alarm Control Panel 198 Devices			
1-Optional Dress Panel, Black			
1-Transformer			
2-12V 12AH Battery			
6-Addressable Pull Station			
42-Intelligent Addressable Photo Detector W/Base White			
8-Intelligent Assessable Thermal Detector W/Base			
5-135 F (57C) Fixed & Rate of Rise			
5-Addressable Mini Module			
18-Strobe White Ceiling			
14-Horn Strobe 2W White Ceiling			
Labor		13,500.00	13,500.00T
This will bring the entire building up to code and the entire building will be covered. This price does not include the monthly monitoring service. Tax Exempt		0.00%	0.00
Estimate is good for 30 days		<b>Total</b>	\$27,610.00



2019 MMP Short Form for Annual Update

**Facility**

DeerStand # 66407  
735th Place  
Blakesburg, IA 52536

**Date Due:**  
09/01/2019

**Date Received:**  
08/27/2019

**Date Approved:**  
08/27/2019

**Owner**

DeerStand, LLC

**Contact**

Brian Ritland

Prior to making changes in manure management practices, update the on-site copy to show actual changes. Please select changes below and include all changes in your current, on-site MMP.

- I have made no changes to my MMP
- I have added acres
- Change Crop Rotation or Optimum Yields
- Changed Application Method
- Used manure analysis
- I am electing to be a small animal feeding operation (SAFO) or facility capacity has changed
- I have made other changes to my MMP Describe :

- I sell all manure with a Chapter 200A license through the Iowa Department of Agriculture and Land Stewardship.
- In addition to selling manure as indicated above, I also apply manure to fields using a manure management plan.

**County Notifications**

The following counties have been notified:

- Appanoose
- Monroe
- Wapello

**Animal Unit Capacity / Payment Summary**

Animal Type	Total AUC	Total Amount
Swine Wean to Finish	1920.00	\$288.00

I, Brian Ritland, attest that the information indicated above is accurate and complete.

ORDINANCE NO. 49

**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.

- V) **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.
- VI) **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.
- VII) **Enforcement:** This Ordinance shall be enforced in its entirety by ADLM.
- VIII) **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

Resolution No. 2019-14

Resolution to Revise Appanoose County 2020  
Five Year Secondary Roads Construction Program

WHEREAS, unforeseen circumstances have arisen since adoption of the approved Secondary Roads Construction Program requiring changes to the sequence, funding, and timing of the proposed work; and

WHEREAS, the Farm-to-Market Fund for Appanoose County has been underutilized for maintenance and construction on the Farm-to-Market road system.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors of Appanoose County, Iowa, in accordance with Iowa Code section 309.22, initiates and recommends modification of the Five Year Secondary Roads Construction Program in the Fiscal Years of 2020-2024, for approval by the Iowa Department of Transportation (Iowa DOT), per Iowa Code 309.23 and Iowa DOT Instructional Memorandum 2.050.

Recommended:

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Engineer

Approved:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair Board of Supervisors

Attested:

I, \_\_\_\_\_, Auditor in and for Appanoose County, Iowa, do hereby certify the above and foregoing to be a true and exact copy of a resolution passed and approved by the Board of Supervisors of Appanoose County, Iowa, at its meeting held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Iowa Department of Transportation  
**SECONDARY ROAD  
CONSTRUCTION PROGRAM**

County: Appanoose County

Fiscal Year: 2020

Version: Amended #1.0

COUNTY CERTIFICATION	
The detailed construction program for the secondary road system was adopted by the Board of Supervisors on _____.	
	Date
ATTESTED	
County Auditor	Date
County Engineer	Date
Chairperson, Board of Supervisors	Date
IOWA DOT PROGRAM APPROVALS	
Recommend Approval:	Date
OLS Reviewer	
Approval:	Date
Director of Local Systems	



## FIVE YEAR SECONDARY ROADS CONSTRUCTION PROGRAM

Project Number Local ID Project Name	Location Description of Work Section-Town-Range	AADT Length FHWA #	System Status FM-Xfr	\$ Day Labor Type Work SPC/FA Types	Fund	Accomp Year	Priority Years				\$ Total Notes:
						FY: 2020	FY: 2021	FY: 2022	FY: 2023	FY: 2024	
L---73-04 Hoffman Bridge Replacement  TPMS ID: 23761	On 302nd Ave, Over Unnamed Trib, from 437th NE 0.6 to Hoffman Bridge, in NW S21 T70 R16 Replace Existing Small Bridge with Box Culvert S21-T70-R16	45 0.1 065850	FM Previous	\$80 332 - Box Culverts	LCL	80					\$80
					FM						
					SPC						
					FA						
					SWAP						
L---73-04 Burger's 298th Bridge  TPMS ID: 37202	On 298th Ave, Over Trib to N Fox Crk, from 485th St North .6 Miles to Burger's Brdg, in SE S8 T69N R16W Replace Existing Bridge with a RR Tanker Car S8-T69N-R16W	30 0.01 064991	Local Previous	\$65 331 - Pipe Culverts	LCL	65					\$65
					FM						
					SPC						
					FA						
					SWAP						
L---73-04 R. Davis 520th Bridge Replacement  TPMS ID: 37206	On 520th St, Over Unnamed Crk, from 310th Ave West .6 Miles to R. Davis Bridge, on NLINE S04 T68N R16W Replace tiny bridge with CMP. S04-T68N-R16W	10 0.01	Local Previous	\$80 331 - Pipe Culverts	LCL	80					\$80
					FM						
					SPC						
					FA						
					SWAP						
L---73-04 Bob Large Bridge  TPMS ID: 38488	On 508th St, Over Unnamed Trib, from 240th Ave West .75 Miles to Tanker Bridge, in S1/4 S29 T69 R17 BOB LARGE WEST S29-T69-R17	70 0.001 065320	Local Previous	\$80 320 - Bridges	LCL	80					\$80
					FM						
					SPC						
					FA						
					SWAP						
BROS-SWAP-C004()-SE- 04 Boot Hill Bridge  TPMS ID: 38658	On 170TH AVE, Over Shoal Creek , from 550TH Street South 0.37 Miles to Tanker Bridge, on WLINE S20 T68 R18 Boot Hill Bridge S20-T68-R18	50 0.02 064611	Local New	\$0 320 - Bridges	LCL						\$450
					FM						
					SPC						
					FA						
					SWAP-HBP	SWAP		450			

## FIVE YEAR SECONDARY ROADS CONSTRUCTION PROGRAM

Project Number Local ID Project Name	Location Description of Work Section-Town-Range	AADT Length FHWA #	System Status FM-Xfr	\$ Day Labor Type Work SPC/FA Types	Fund	Accomp Year	Priority Years				\$ Total Notes:
						FY: 2020	1st FY: 2021	2nd FY: 2022	3rd FY: 2023	4th FY: 2024	
LFM---7X-04 C. Foglesong Bridge  TPMS ID: 37204	On 610th St, Over Unnamed Trib to Chariton Rvr., from 269th Ave SW .4 Miles to C. Foglesong Brdg, in SW S18 T67N R16W Replace existing bridge S18-T67N-R16W	40 0.01 063620	FM Previous	\$80 332 - Box Culverts	LCL		120				\$120
					FM						
					SPC						
					FA						
					SWAP						
BROS-SWAP-C004()-FE-04 Zeiss Bridge Replacement  TPMS ID: 37208	On 110th Ave, Over Unnamed Trib to Cooper Crk, from 105th Ave South .45 Miles to Zeiss Bridge, on WLINE S8 T68N R19W Replace Deficient Bridge SB-T68N-R19W	30 0.02 064780	FA and FM Previous	\$0 320 - Bridges	LCL					\$400	
					FM						
					SPC						
					FA						
					SWAP-HBP		400				
FM-C004()-55-04 T30 Overlay  TPMS ID: 39509	On T30, from IA 5 South and East 1 Mile to WCL Exline and from SCL Exline 4.5 miles to Missouri State Line  S--T--R--	400 - 950 5.5	FA and FM New	\$0 366 - HMA Paving	LCL					\$800	
					FM		800				
					SPC						
					FA						
					SWAP						
FM-C004()-55-04 Numa J46 Overlay  TPMS ID: 39510	On J46, from WCL Numa East & North 1.1 Miles to ECL Numa  S--T--R--	700 - 2000 1.1	FA and FM New	\$0 366 - HMA Paving	LCL					\$300	
					FM		300				
					SPC						
					FA						
					SWAP						
FM-C004()-55-04 Cincinnati Overlay  TPMS ID: 39522	On T20, from NCL South 1 Mile to SCL in Cincinnati  S--T--R--	270 1	FA and FM New	\$0 366 - HMA Paving	LCL					\$150	
					FM		150				
					SPC						
					FA						
					SWAP						

## FIVE YEAR SECONDARY ROADS CONSTRUCTION PROGRAM

Project Number Local ID Project Name	Location Description of Work Section-Town-Range	AADT Length FHWA #	System Status FM-Xfr	\$ Day Labor Type Work SPC/FA Types	Fund	Accomp Year	Priority Years				\$ Total Notes:
						FY: 2020	FY: 2021	FY: 2022	FY: 2023	FY: 2024	
FM-C004()-55-04 2023 FM Rock haul  TPMS ID: 39515	On Various routes throughout County FM money transferred to local budget for granular surfacing S--T--R--	50	FM New	\$0 361 - Granular	LCL						\$200
					FM				200		
					SPC						
					FA						
					SWAP						
L---73-04 Northshore 400th Bridge  TPMS ID: 37217	On 400th St, Over Unnamed Trib to Rathbun Lk, from 120th Ave East .2 Miles to Northshore Bridge, in NW S4 T70N R19W Replace Existing Bridge with Box Culvert S4-T70N-R19W	20 0.01 066200	Local Previous	\$80 332 - Box Culverts	LCL				80		\$80
					FM						
					SPC						
					FA						
					SWAP						
L---73-04 Kauzlarich 560th Bridge  TPMS ID: 37215	On 560th St, Over Unnamed Trib, from HWY 5 West .4 Miles to Kauzlarich Bridge, on NLINE S25 T68N R18W Replace Existing Bridge S25-T68N-R18W	70 0.01 882570	Local Previous	\$80 332 - Box Culverts	LCL				150		\$150
					FM						
					SPC						
					FA						
					SWAP						
L---73-04 Coblentz 614th Bridge Replacement  TPMS ID: 37203	On 614th St, Over Unnamed Trib, from 110th Ave. East 1.0 Miles to Coblentz Bridge, on ELINE S20 T67N R19W Replace Existing Bridge with Dual RR Tanker Cars S20-T67N-R19W	20 0.01 064041	Local Previous	\$80 331 - Pipe Culverts	LCL				120		\$120
					FM						
					SPC						
					FA						
					SWAP						
STBG-SWAP-C004()-FG- 04 S70 Overlay  TPMS ID: 39511	On S70, from J5T North 7.8 Miles to Monroe County Line Overlay for wearing surface S--T--R--	590 - 750 7.8	FA and FM New	\$0 366 - HMA Paving	LCL						\$1,000
					FM						
					SPC						
					FA						
					SWAP-STBG	SWAP				1,000	

## FIVE YEAR SECONDARY ROADS CONSTRUCTION PROGRAM

						Accomp Year	Priority Years				\$ Total Notes:
							1st	2nd	3rd	4th	
Project Number Local ID Project Name	Location Description of Work Section-Town-Range	AADT Length FHWA #	System Status FM-Xfr	\$ Day Labor Type Work SPC/FA Types	Fund	FY: 2020	FY: 2021	FY: 2022	FY: 2023	FY: 2024	
L---73-04 Bostwick 135th Bridge  TPMS ID: 37214	On 135th Ave, Over Unnamed Trib., from HWY J46 South .25 Miles to Bostwick Bridge, at Ctr S22 T68N R19W Replace Bridge with RR Tanker Car S22-T68N-R19W	70 0.01 064880	Local Previous	\$75	LCL					75	
				331 - Pipe Culverts	FM						
					SPC						
					FA						
					SWAP						
\$75											

**IOWA DEPARTMENT OF TRANSPORTATION  
AGREEMENT FOR COUNTY BRIDGE FEDERAL-AID SWAP FUNDING**

COUNTY: Appanoose County

PROJECT NO.: BROS-SWAP-C004(106)--SE-04

AGREEMENT NO.: 5-19-HBP-SWAP-001

This is an agreement between the County of Appanoose, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department), for funding through the Federal-aid Swap County Highway Bridge Program (HBP) under 761 Iowa Administrative Code (IAC) Chapter 161.

The parties agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out this agreement.
2. All notices required under this agreement shall be in writing to the Department and the Recipient's contact person. The Department's contact person shall be the District 5 Local Systems Engineer. The Recipient's contact person shall be the County Engineer.
3. The Recipient shall be responsible for the development and completion of the following bridge project:
  - A. FHWA Structure Number: 066130
  - B. Location: 160<sup>th</sup> Avenue north of J18 over Unnamed Tributary to Rathbun Lake.
  - C. Preliminary Estimated Total Eligible Costs: \$350,000
4. The eligible project construction limits shall include the bridge plus grading and paving to reach a "touchdown point" determined by the Department. Eligible project costs include only costs associated with construction within the eligible project construction limits.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environment or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. 100% of the eligible construction project costs incurred after the effective date of this agreement shall be paid from Federal-aid Swap County HBP funds. The Recipient shall pay 100% of the non-eligible project costs. Reimbursed costs will be limited to Federal-aid Swap County HBP funds that are made available to counties through the HBP Funds outlined in 761 Iowa Administrative Code, Chapter 161 and Local Systems Instructional Memorandum (I.M.) 2.020.
7. The Recipient shall conduct project development and implementation in compliance with applicable laws, ordinances, and administrative rules. For projects which also include Farm-to-Market funds, the Recipient shall follow all administrative and contracting procedures required for Farm-to-Market projects.
8. The project shall be let to contract within 3 years of the date this agreement is approved by the Department. If not, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the Recipient at least 30 days prior to the 3-year deadline.
9. The Recipient shall pay for all project costs not reimbursed with Federal-aid Swap County HBP funds.
10. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
11. This agreement is not assignable without the prior written consent of the Department.
12. It is the intent of both parties that no third party beneficiary be created by this agreement.

13. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient. No representations, promises, or warranties have been made by either party that are not fully expressed in this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement which shall be effective only upon written acceptance of the Department and the Recipient.

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

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**County Signature Block**

This agreement was approved by official action of the Appanoose County Board of Supervisors in official session on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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County Auditor

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Chair, County Board of Supervisors

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**IOWA DEPARTMENT OF TRANSPORTATION  
Highway Division**

By \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_\_  
Christy Vanbuskirk, P.E.  
Local Systems Engineer  
District 5

## EXHIBIT 1

### General Agreement Provisions for use of Federal-aid Swap Funds on Non-primary Projects

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

#### 1. General Requirements.

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Instructional Memorandums to Local Public Agencies (I.M.s), available on-line at: [https://iowadot.gov/local\\_systems/publications/im/lpa-ims](https://iowadot.gov/local_systems/publications/im/lpa-ims). The Recipient shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.
- b. In accordance with Iowa Code Chapter 216 and associated subsequent nondiscrimination laws and regulations, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. The Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and acceptance process, plan and construction reviews, and funding participation.
- e. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

#### 2. Programming

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, funds cannot be obligated.
- b. Before beginning any work for which funding reimbursement will be requested, the Recipient shall submit a written request for acceptance to the Department. The Department will notify the Recipient when acceptance is granted. The cost of work performed prior to acceptance will not be reimbursed. The turning in of plans for letting by the Department's administering office shall be considered acceptance for construction. The Department will notify the Recipient when acceptance is granted.

#### 3. Design and Consultant Services

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

#### **4. Environmental Requirements and other Agreements or Permits.**

- a. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the applicable procedures in the Instructional Memorandums to Local Public Agencies Table of Contents, Section 3.1 -- Environmental Reviews and Permits.

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

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Office of Right of Way Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way.
- c. The Recipient shall obtain agreements from utility companies as needed. The Recipient shall comply with the "Policy for Accommodating Utilities on the County and City a Non-Primary Federal-aid Road System" for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Department's "Policy for Accommodating and Adjustment of Utilities on the Primary Road System" The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

#### **6. Contract Procurement.**

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

Note: The Department may not be able to allow a project to be let in the scheduled letting due to possible issues with cash flow availability.

- d. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 5.050, Project Development Certification Instructions. The project will not be turned in for bid letting until the Department has reviewed and approved the Project Development Certification.
- e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.



- f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice that the Department has concurred in the contract award.

## **7. Construction.**

- a. The Recipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities. The Recipient's engineer shall at all times be responsible for inspection of the project.
- b. A full-time employee of the Recipient shall serve as the person in responsible charge of the construction project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- c. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. Proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as needed.
- d. The project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <https://www.iowadot.gov/erl/index.html>.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103.

## **8. Reimbursements.**

- a. The Recipient will be initially responsible for all project costs. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least semi-annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1, if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the total funds available for the project. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final review or audit selected by the Administering Office, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld.
- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any funds received; for example, Federal funds not received through FHWA, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:
  - i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
  - ii. refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds.

**9. Project Close-out.**

- a. Acceptance of the completed construction shall be with the concurrence of the Department. Within 30 days of completion of construction or other activities authorized by this agreement, the Recipient shall provide written notification to the Department. The Recipient shall follow and request a final review, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid Projects. Failure to comply with the procedures may result in loss of funds and the ability to let future projects through the Department; reimbursed funds shall be returned and a possible suspension may be placed on the Recipient from receiving funds from the Department on future projects until the Recipient has demonstrated responsible management of funds on roadway projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of funds shall be made only after the Department accepts the project as complete.
- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make this documentation available at all reasonable times for review by the Department. Copies of this documentation shall be furnished by the Recipient if requested. Such documentation shall be retained for at least 3 years from the date of the Department's signature of the Department's Statement of Completion and Final Acceptance of Work (Form 830435) or the Certificate of Completion and Final Acceptance of Agreement Work (Form 640003).
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department.

RECEIVED AUG - 8 2019

Appanoose County Secondary Roads  
1200 Hwy 2 West  
Centerville, Iowa 52544

August 8, 2019

Dear Mr. Skinner –

I would like to pay for the upgrade to level A status of 420<sup>th</sup> Street to just past my driveway located at 17693 420<sup>th</sup> Street. This would be a 65' span of gravel from the house located at 17658 to mine at 17693. I have been told that it will involve one load of gravel at my cost.

Thank you,



Shawn Blanchard  
515-250-5096

Please mail the invoice to 3102 SW 12<sup>th</sup> St., Des Moines, IA 50315.