

OFFICE OF THE

*Appanoose County Auditor*

**KELLY HOWARD**

COURTHOUSE  
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**Meeting Agenda**

**July 6, 2020**

The Appanoose County Board of Supervisors will meet Monday, July 6, 2020 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 June 15<sup>th</sup> & 29<sup>th</sup> 2020 meetings
4. Approve reports: 6/26 payroll, Auditor & Sheriff Quarterly Reports
5. Approve bills
6. Approve K.C's Landing Liquor License
7. Bill Milani – American Legion
8. Sheriff Gary Anderson
  - a. Approve Chief Deputy Appointment; Jon Printy
  - b. Accept Retirement/Resignation Letters: Wade Duley, Charles Carter, Creighton Mihalovich
9. Approve Resolution #2020-19: Naming Depositories
10. 9:15 A.M. Public Hearing Tax Sale #10469 (JS Elgin's 1<sup>st</sup> Lot 17, Block 6)
11. Approve Iowa Economic Development Authority CDBG Program Contract
12. Approve Tax Suspension Parcel # 341011009040000
13. FYI-Memorandum of FY21 Agreement: Sharing of a Naturalist
14. County Engineer
  - a. Preconstruction Agreement: 2020-C-115
  - b. Denny Cemetery Deed
  - c. Report
15. Public Comments
16. Adjourn

Posted 7/1/2020

June 15, 2020

Appanoose County Board of Supervisors met in regular session June 15, 2020 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.

Kris Laurson requested CDBG Grant be added to the agenda. Demry motioned to approve the agenda with the addition of the CDBG Grant. Seconded by Smith. All voted aye.

Smith motioned to approve the minutes from the June 1, 2020 meeting. Seconded by Demry. All voted aye.

Demry motioned to approve 6/12 payroll. Seconded by Smith. All voted aye.

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

Access Sys	Typing-Print.-Bind.Serv.	134.88
Iowegian	Off. Supplies & Forms	35.53
Agriland FS	Engineering Services	10950.59
Ahlers & Cooney	Contrib. & Purchase Serv	531.00
Albia PreK & Daycare	Community Support Program	2662.79
Alliant	Engineering Services	2159.95
App Co Auditor	Off. Supplies & Forms	28.10
App Co ISU Ext	Community Support Program	2145.91
App Co Pub Hlth	Park Maint. & Supplies	304.20
Sec Rds	Fuels	2581.89
Serv Agency	Salary-Regular Employees	22206.92
App Co Tourism	Contrib. & Purchase Serv	4600.57
App Co Treas	Off. Supplies & Forms	1195.78
App Comm Care	Homemaker-Home Health Aid	2643.42
Aramark	Engineering Services	188.56
Axon Enterprise, Inc	Law Enf. Equip & Weapons	4767.50
Bailey Off	Off. Supplies & Forms	278.37
Baker's	Equipment Repair	38.45
Banleaco	Off. Supplies & Forms	168.40
M Barber	Election Official Comp	120.00
M Benjamin	Election Official Comp	334.00
BKE LLC BOB KLAUS	Engineering Services	1999.59
Bloomfield True Value	Park Maint. & Supplies	230.00
C Bradley	Election Official Comp	120.00
L Bradley	Election Official Comp	120.00
Bratz Oil	Mileage & Transp. Expense	1302.48
C-D Supply	Off. Supplies & Forms	168.94
Calhoun Burns	Engineering Services	5048.30
Cantera Aggregates	Engineering Services	32817.05
Capital Sanitary Supply	Off. Supplies & Forms	238.19
Card Services	Engineering Services	306.14
CarQuest	Engineering Services	868.32
Centec	Care of Soldiers Graves	949.28
Cville Iron	Engineering Services	285.62
Cville Wtrwks	Engineering Services	113.99
C'ville Produce & Feed	Park Maint. & Supplies	172.35
Chariton Valley Elec	Engineering Services	369.10
City Cville	Salary-Regular Employees	5685.31
City of Plano	Maintenance Contract	285.13
City of Unionville	Maintenance Contract	245.33
City Supply	Jail Equip. & Furniture	7110.47

Clark's Auto Rpr	Engineering Services	182.44
CocoBeen Reptiles & Feeders	Park Maint. & Supplies	158.50
M Conkity	Election Official Comp	312.40
K Cridlebaugh	Election Official Comp	15.00
Davis Co Sch	Community Support Program	2248.69
Davis Co Daycare	Community Support Program	2176.00
Davis Co ISU Ext	Community Support Program	869.87
Davis Co Sheriff	Medical & Health Services	11568.46
CHRIS DAVIS	Engineering Services	376.42
Denco	Engineering Services	81384.50
Dewey Ford	Motor Vehicle	34064.20
Diamond Mowers	Engineering Services	202.50
B Dittmer	Election Official Comp	260.00
E Dittmer	Election Official Comp	260.00
C Dixon	Election Official Comp	260.00
Fareway	Food & Provisions	79.31
B Fike	Planning Services	50.00
Finish Line	Fuels	302.74
First Bkcd	Dues & Memberships	112.20
Fogle TV	Engineering Services	479.26
Forbes Office Solutions	Off. Supplies & Forms	38.72
Forms 1	Typing-Print.-Bind.Serv.	548.12
C Foster	Election Official Comp	278.00
S Golic	Election Official Comp	272.60
C Havens	Election Official Comp	290.60
J Havens	Election Official Comp	260.00
Hills San	Engineering Services	315.00
Housby Mack	Engineering Services	962.25
CHAD HOWARD	Engineering Services	1275.85
Kelly Howard	Election Supplies	16.60
IA Dept of Transp	Engineering Supplies	50.00
Impressive Designs	Off. Supplies & Forms	74.00
Iowa AEYC	Community Support Program	1607.53
IA Trust & Savings	Off. Supplies & Forms	160.65
ISCTA	Dues & Memberships	250.00
J & S Electronic Business	Off. Equip Repair & Maint	125.93
John Deere	Engineering Services	538.35
Junction Inn	Rent Payments	108.00
Kinetic Edge	Planning Services	100.00
G Krsnak	Election Official Comp	120.00
Lange FH	Funeral Services	900.00
Lee Co Hlth	Community Support Program	322.48
Lexipol	Educational & Train.Serv.	11336.00
LexisNexis	Dues & Memberships	100.00
Lockridge	Bridge & Culvert Maint.	1324.70
Gary Long	Engineering Services	572.72
The Machinery Barn	Park Maint. & Supplies	216.57
Mainstay Sys	Off. Equip Repair & Maint	10289.00
S McDanel	Election Official Comp	15.00
Laura McFall	Legal Serv. Dep-Subp-Tran	126.00
Sue McMillan	Legal Serv. Dep-Subp-Tran	105.00
Metal Culverts	Bridge & Culvert Maint.	13339.20
Midwest Wheel	Engineering Services	155.00
MMIT	Off. Equip Repair & Maint	82.55
Monroe Pub Hlth	Community Support Program	4883.64
Monroe Co ISU Ext	Community Support Program	1222.57
Moravia Union	Official Pub.& Legal Not.	441.50

Morris Concrete	Engineering Services	750.00
NAPA	Engineering Services	103.28
Natel	Telephone & Telegr.Serv.	55.00
Naval Surface Warfare	Law Enf. Equip & Weapons	600.00
O'Halloran Int'l	Engineering Services	433.00
O'Reilly	Engineering Services	280.96
G Odgen	Election Official Comp	320.50
Orchard Pl	Community Support Program	3068.25
Petty C-Sheriff	Postage & Mailing	4.25
Prof Computer	Off. Equip Repair & Maint	19.95
Quick Shop	Transportation	259.24
Quill	Election Supplies	189.86
RACOM	E911 Other Capital Expens	41950.64
Rainbo Oil	Engineering Services	353.67
RASWC	Park Maint. & Supplies	6.00
RRWA	Off. Supplies & Forms	51.00
Ray O'Herron	Radio and related equipme	2755.00
L Ray	Election Official Comp	273.50
River Hills	Medical & Health Services	170.00
RLR	Contrib. & Purchase Serv	18485.64
SCICAP	Community Support Program	22151.62
R Sebolt	Engineering Services	150.00
SecureTech Systems, Inc.	Off. Supplies & Forms	1825.00
Seymour Tire	Engineering Services	211.50
Shield Technology	Off. Equip Repair & Maint	7562.50
SIEDA	Community Support Program	7046.73
Sinclair Tractor	Park Maint. & Supplies	26.40
SNAP-ON TOOLS BRANDON WARNER	Engineering Services	70.25
Solutions	Computer & Microfilm Supp	5108.86
Stateline Refrigeration	Medical Supplies	500.00
Storey Kenworthy	Election Supplies	176.83
Summit	Law Enf. Equip & Weapons	760.00
Superior Cable & Data	Off. Equip Repair & Maint	3303.76
J Thompson	Election Official Comp	273.50
Transit Works	Engineering Supplies	31483.95
Travis Mechanical	E911 Other Capital Expens	7300.00
US Bank	Off. Supplies & Forms	2845.22
US Cellular	Off. Supplies & Forms	894.17
USPS	Postage & Mailing	1120.00
US Records Midwest	Photocopy & Duplicating	3295.60
Walmart	Off. Supplies & Forms	39.16
Wayne Co Sheriff	Food Preparation Service	1395.00
WCT Sales	Engineering Services	370.50
Wex Bank	Mileage & Transp. Expense	97.90
White Springs Cattle Co	Park Maint. & Supplies	300.00
Windstream	Off. Supplies & Forms	1868.80
J Wray	Rent Payments	500.00
Ziegler	Engineering Services	797.93
Grand Total		476303.94

Demry motioned to approve the GIS Data Request from Fox Engineering. Seconded by Smith.

All voted aye.

Smith motioned to approve FY21 Salary Certifications. Seconded by Demry. All voted aye.

Demry motioned to approve Resolution #2020-16. Seconded by Smith. All voted aye.

#### APPROPRIATIONS RESOLUTION

NO. 2020-16

Whereas, it is desired to make 100% appropriations for each of the different officers and departments for the fiscal year beginning July 1, 2020 in accordance with Section 331.434, Subsection 6, Code of Iowa.

Now, therefore, be it resolved by the Board of Supervisors of Appanoose County, Iowa, as follows:  
Section 1. The following amounts are hereby appropriated from the resources of the county to the department or office listed:

<u>Dept# &amp; Name</u>	<u>\$ Amount</u>	<u>Dept# &amp; Name</u>	<u>\$ Amount</u>
01-Brd of Supervisors	204,026	02-Auditor	372,605
03-Treasurer	446,628	04-County Attorney	269,799
05-Sheriff	2,431,989	07-Recorder	174,208
08-Assessor	305,779	20-Secondary Roads	4,928,943
21-Veterans Affairs	56,776	22-Conservation	283,624
23-Public Health	255,604	24-Weed Commissioner	3,250
25-Dept of Public Health	94,673	28-Medical Examiner	47,000
31-District Court	84,500	33-County Library	21,300
36-EMS Income Surtax	95,000	51-Courthouse	436,921
52-Data Processing	139,798	56-ADLM Empowerment	709,600
57-E911	257,676	58-Emergency Management	200,028
60-Mental Health	577,304	61-Juvenile Probation	46,000
99-Zoning	44,000	99-Non-departmental	1,495,747

Section 2. Subject to the provisions of other county procedures and regulations, and applicable state law, the appropriations authorized under Section 2 shall constitute authorization for the department or officer listed to make expenditures or incur obligations from the itemized fund, effective July 1, 2020.

Section 3. In accordance with Section 331.437, Code of Iowa, no department or officer shall expend or contract to expend any money or incur any liability, or enter into any contract which by its terms involves the expenditure or money for any purpose in excess of the amounts appropriated pursuant to this resolution.

Section 4. If at any time during the 2020-2021 budget year the auditor shall ascertain that the available resources of a fund for that year will be less than said fund's total appropriation, she shall immediately so inform the Board of Supervisors and recommend appropriate corrective action.

Section 5. The auditor shall establish separate accounts for the appropriations authorized in Section 1, each of which shall indicate the amount of the appropriation, the amounts charged thereto, and the unencumbered balance. The auditor shall report the status of such accounts to the applicable departments and officers during the 2020-2021 budget year.

Section 6. All appropriations authorized pursuant to this resolution lapse at the close of business June 30, 2020.

The above and foregoing resolution was adopted by the Board of Supervisors of Appanoose County, Iowa on June 15, 2020, the vote thereon being as follows:

AYES: /s/Mark Waits, Neal Smith, Linda Demry

ATTEST:/s/Kelly Howard

Demry motioned to approve the 3-year (2020 – 2022) contract with Cost Advisory Solutions. Seconded by Smith. All voted aye.

Demry motioned to approve a 1-year contract with Solutions. Seconded by Smith. All voted aye.

Smith motioned to approve Resolution #2020-17. Seconded by Demry. All voted aye.

RESOLUTION #2020-17 FOR INTERFUND OPERATING TRANSFER

Whereas, it is desired to transfer monies from the Rural Services Fund to the Secondary Road Fund, and  
Whereas, said operating transfer is in accordance with section 331.432, Code of Iowa,

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

Section 1. The sum of \$ 161,071.50 is ordered to be transferred from the Rural Services Fund to the Secondary Road Fund, effective 6-15-2020.

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

The above and foregoing resolution was adopted by the Board of Supervisors of Appanoose County, Iowa, on 6-15-2020 the vote being as follows:

Ayes:/s/ Mark Waits, Neal Smith, Linda Demry

ATTEST:/s/ Kelly Howard

Demry motioned to approve Resolution #2020-18. Seconded by Smith. All voted aye.

Resolution # 2020-18

WHEREAS, it has been determined by the Board of Supervisors of Appanoose County, Iowa, that Tax Sale #2010-10469: Lot Seventeen (17), Block Six (6) in J.S. Elgin's First (1<sup>st</sup>) Addition to the City of Mystic, except the coal underlying the same, located in Appanoose County is no longer needed for the purpose for which it was acquired by the County and it is in the best interest of the county that said property be sold:

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

1. That a public hearing be held July 6, 2020 at 9:15 A.M. in the Appanoose County Courthouse to consider the sale of the above-described property upon motion by Demry and seconded by Smith.
2. That following the public hearing an auction will be held in which the property will be sold to the highest bidder with the county reserving the right to accept or reject any or all bids; who will also pay the current year's taxes, the cost of publication of this notice and the cost of recording the deed.
3. That the Appanoose County Auditor is hereby authorized and directed to publish a notice of public hearing on said proposal to convey and sell property no less than four nor more than twenty days prior to that date of such hearing.
4. This resolution shall become effective upon its passage and publication.

Passed and adopted this 15<sup>th</sup> day of June 2020.

Ayes:/s/ Mark Waits, Neal Smith, Linda Demry

ATTEST: Kelly Howard

Demry motioned to accept Phil Visser's resignation letter from the Conservation Board effective June 19, 2020. Seconded by Smith. All voted aye.

Kris Laurson requested permission to apply for a community block grant totaling \$111,029.18. It covers area food pantries, gas cards for residents, tablets with internet service, disinfecting cleaners, hand sanitizer stations, backpack sprayer, UV lamps and UV machine surface and air sanitizer. Demry motioned to approve applying for the CDBG grant totaling \$111,029.18. Seconded by Smith. All voted aye.

Smith motioned to open the public hearing for ZOMA 0615-01: Residential to Commercial Campground at 9:17 A.M. Seconded by Demry. All voted aye. Ordinance Number ZOMA 0615-01 was read. Zoning Administrator, Beth Burgin stated the Zoning Board recommended the Supervisors

approve the change. Smith motioned to close the public hearing at 9:22 A.M. Seconded by Demry. All voted aye. Smith motioned to approve the first reading of Ordinance Number ZOMA 0615-01. Seconded by Demry. All voted aye. Demry motioned to waive the second and third readings of Ordinance Number ZOMA 0615-01. Seconded by Smith. All voted aye.

Demry motioned to open the public hearing for ZOMA 0615-02: Ag to Residential at 9:23 A.M. Seconded by Smith. All voted aye. Ordinance Number ZOMA 0615-02 was read. Zoning Administrator, Beth Burgin stated the Zoning Board recommended the Supervisors approve the change. Demry motioned to close the public hearing at 9:25 A.M. Seconded by Smith. All voted aye. Smith motioned to approve the first reading of Ordinance Number ZOMA 0615-02. Seconded by Demry. All voted aye. Demry motioned to waive the second and third readings of Ordinance Number ZOMA 0615-02. Seconded by Smith. All voted aye.

There was discussion regarding reopening the Courthouse. The Treasurer's and Recorder's Office will be open by appointment only until a later date. Waits motioned to reopen all four doors of the Courthouse beginning June 16, 2020. Seconded by Demry. All voted aye.

County Auditor, Kelly Howard, reported the following nominations from the 6/2/2020 Primary Election. Republican: Board of Supervisors, Linda Demry and Mark McGill, County Auditor, Kelly Howard, and County Sheriff Gary D. Anderson. Democrat: Board of Supervisors, Richard J. Burger and Kristopher Lee Hoffman. There were no candidates nominated as Democrats for County Auditor and County Sheriff. Johns/Independence was selected for the Post Election Audit by the Secretary of State following the 6/2/2020 Primary Election. The hand count matched the machine count from election night.

County Engineer, Brad Skinner, provided an update to the Board. The department plans to purchase a new AWD grader and trade-in two spares. The cost will be \$237,700. There is an extended warranty option for \$22,670. This will leave one spare grader. The contract paint crew recently finished 40 miles of painting. They will be getting quotes to sealcoat 160<sup>th</sup> St. Box culverts on 160<sup>th</sup>, patching by Unionville and seal contracting on farm to market roads will start in July. Skinner provided two additional options on the 265<sup>th</sup> Ave Bridge. The first is using two rail cars and lowering the road classification to a level b or level c for a cost of approximately \$125,000. The second option is using railroad flat cars side by side and the road could be a level a or level b for a cost of approximately \$180,000. These are additional options than what have already been presented. Skinner does not anticipate additional farm to market rock haul this year other than spot rock. Demry questioned rock at Wind and Waves. Skinner stated it wasn't currently at the top of priority list. Demry requested rock be placed at Wind and Waves. There was discussion regarding towing items in the right-of-way by Danny Drew's. Waits requested a final letter be sent with a 10 day notice. Skinner stated the department has some old trucks and trailers to sell. Disposal of county items requires approval by the board. Smith asked if an AWD grader was necessary and the cost difference. Skinner stated it would take less passes to shape a road and costs \$40,000 more.

Public comments: none.

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

The Board adjourned to meet at the call of the Auditor at 10:09 A.M.

Appanoose County Board of Supervisors

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Attest:

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Kelly Howard, Appanoose County Auditor

June 29, 2020

Appanoose County Board of Supervisors met in special session June 29, 2020 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Mark Waits, Chairman, Neal Smith and Linda Demry, Boardmembers. Absent: none.

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

Smith motioned to approve the April and May Prisoner Room & Board Transfers. Seconded by Demry. All voted aye.

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

Access Sys	Typing-Print.-Bind.Serv.	134.88
Alliant	Engineering Services	875.58
Amer Home Fdg	Juvenile Detention & Shel	326.55
Pioneer Cemeteries	Contrib. & Purchase Serv	1000.00
App Co Auditor	Tort Liability Ins.	1000.00
App Co Historical Society	Contrib. & Purchase Serv	750.00
App Co Recorder	Off. Equip Repair & Maint	28.10
Aramark	Engineering Services	188.56
Assoc. Psychiatric Serv.	Legal & Ct-Related Serv.	400.00
Bailey Off	Engineering Supplies	1426.54
Banleaco	Off. Supplies & Forms	65.09
Barco	Engineering Services	472.49
Brown's Shoe	Engineering Services	102.00
Cantera Aggregates	Engineering Services	43780.63
Capital Sanitary Supply	Off. Supplies & Forms	169.64
CDW Government	Postage & Mailing	216.85
Centerville Body Shop	Motor Vehicle	1000.00
C'ville Housing	Rent Payments	282.00
C'ville Produce & Feed	Engineering Services	97.50
Central IA Det	Juvenile Detention & Shel	2446.66
Centurylink	E911 Telephone Expense	250.22
City Cville	Engineering Services	6319.80
L Demry	Mileage & Transp. Expense	83.70
Diamond Mowers	Engineering Services	41.10
Eastern IA Tire	Engineering Services	58.20
Election Source	Voting Machine Rpr & Mntc	11130.49
M Exline	Rent Payments	425.00
Finish Line	Fuels	850.31
Fogle TV	Equip. Parts & Supplies	85.71
Government Forms & Supplies	Election Supplies	184.00
PJ Greufe	Health Insurance	1500.00
Housby Mack	Engineering Services	691.76
Hy-Vee	Food & Provisions	3648.76
IACP	Dues & Memberships	275.00
Interstate Batt	Engineering Services	239.90
IA Law Enforcement Academy	Educational & Train.Serv.	25.00
IA Sec State	Voter Registration Serv.	118.12
ISU	Educational & Train.Serv.	65.00
ISAC	Educational & Train.Serv.	6841.00
Kratofil Repair Center	Engineering Services	111.99
L&W Quarries	Engineering Services	2075.76
Lockridge	Off. Supplies & Forms	150.49
Mail Serv	Vehicle Renewal Notices	419.58
Midwest Construction	Jail Equip. & Furniture	2472.64
Midwest Wheel	Engineering Services	301.56

MMIT	Off. Supplies & Forms	97.18
Wesley B. Nab	Mileage & Transp. Expense	852.39
Natel	Telephone & Telegr.Serv.	724.28
O'Reilly	Vehicle Repair & Maintce	140.65
Pitney Bowes	Postage & Mailing	449.44
Quill	Off. Supplies & Forms	482.01
RACOM	E911 Other Capital Expens	8650.00
Railroad Yard, Inc	Bridge & Culvert Maint.	74085.00
Rainbo Oil	Engineering Services	943.95
Ray O'Herron	Uniforms	387.50
RICOH	Off. Supplies & Forms	26.30
Seymour Tire	Engineering Services	102.00
Simmons Bldg Materials	Off. Supplies & Forms	33.36
Sirchie	Law Enf. Equip & Weapons	65.16
Solutions	Off. Equip Repair & Maint	162.75
So IA Heat, Cool, & Plumb	Off. Equip Repair & Maint	178.00
UMB Bank, N.A.	G.O. Bonds Principal	250.00
US BANK	Health Insurance	187.96
US Bank	Engineering Services	710.65
US Cellular	E911 Telephone Expense	240.74
USPS	Postage & Mailing	550.00
VERIZON	Engineering Supplies	610.89
Walker Welding	Engineering Services	26.87
Walmart	Jail Equip. & Furniture	99.00
Watson & Ryan	Legal & Ct-Related Serv.	500.00
J Willier	Legal & Ct-Related Serv.	144.00
Windstream	E911 Telephone Expense	436.90
Grand Total		184265.14

Demry motioned to approve the FY21 Solution Statement of Work. Seconded by Smith. All voted aye.

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

The Board adjourned to meet at the call of the Auditor at 9:03 A.M.

Appanoose County Board of Supervisors

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Attest:

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Kelly Howard, Appanoose County Auditor

STATE OF IOWA, APPANOOSE COUNTY  
TO THE BOARD OF SUPERVISORS OF APPANOOSE COUNTY, IOWA

I, Kelly Howard, Auditor of the above-named County and State do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the quarter ended June 30, 2020, and the same has been paid to the proper authorities as per duplicate voucher as attached:

Plat Books	\$50.00
Copy Work	\$0.00
Misc.	<u>\$0.00</u>
Total	<u><u>\$50.00</u></u>

RESPECTFULLY SUBMITTED, \_\_\_\_\_



County Auditor

# APPANOOSE COUNTY SHERIFF

## Treasurer Report

04/01/2020 thru 06/30/2020

	Beginning Running Balance	22,386.55
<b>JUN</b>	Credits (Deposits)	46,119.09
	Debits (Withdraws)	41,866.47
	Ending Running Balance	\$26,639.17

**Receipt Details - Collected during date range**

CANCEL FEE	150.00
CL-CINCINNATI	300.00
CL-MORAVIA	1,200.00
CL-MOULTON	600.00
CL-MYSTIC	300.00
CL-NUMA	300.00
COPIES_CV	61.00
DL-COUNTY	10.00
DL-DOT	27.50
DVD/CD	20.00
EXECUTION	30.00
INMATEBOND	600.00
INTEREST	2.61
JAIL PHONES	1,262.13
JAIL REIMBURSE	800.00
MAIL	11.52
MILEAGE	1,410.13
MISC	27.30
PROCESS NOTICE	660.00
PUBLICATION	161.70
SERVICE FEES	3,330.00
SEX OFFEND REG	160.00
TRUST FUND	29,470.20
WP-ACQUIRE	175.00
WP-COUNTY	4,040.00
WP-DPS	1,010.00

	<b>Receipts Posted by Date Paid:</b>	<b>46,119.09</b>
Receipts with Date Paid Before Minimum Date, deposited this Date Range:		0.00
Advance Fees Deposited this Date Range:		0.00
(This should equal credits for the date range) Deposited Total:		<b>46,119.09</b>

**Payout Information:**

	<b>Monthly Starting Balance:</b>	<b>22,386.55</b>
	<b>Receipts deposited this date range:</b>	<b>46,119.09</b>
	<b>Total to Account For:</b>	<b>68,505.64</b>
	<b>Disbursements Made This Date Range:</b>	<b>-41,866.47</b>

**Funds to be paid to County Treasurer: Should Match Checkbook**

CANCEL FEE	150.00
CL-CINCINNATI	300.00
CL-MORAVIA	1,200.00
CL-MOULTON	600.00
CL-MYSTIC	300.00
CL-NUMA	300.00
COPIES_CV	61.00
DL-COUNTY	10.00
DVD/CD	20.00
EXECUTION	30.00
INTEREST	4.05
JAIL PHONES	1,262.13
JAIL REIMBURSE	800.00
MAIL	11.52
MILEAGE	1,410.13
MISC	27.30
PROCESS NOTICE	660.00
SERVICE FEES	3,330.00
SEX OFFEND REG	160.00
WP-ACQUIRE	175.00
WP-COUNTY	4,040.00

<b>Total fees Due to County Treasurer:</b>	<b>14,851.13</b>
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**Other Funds in Checkbook:**

PUBLICATION	59.50
REFUND	0.00
TRUST FUND	11,213.54
WP-DPS	515.00

**Total Other Funds in Checkbook: 11,788.04**

**Zero Balance Check**

**0.00**

I, the Sheriff of APPANOOSE COUNTY SHERIFF do hereby certify that the report given above is a correct report of payments collected by me as said Sheriff during the month ending 6/30/2020

  
\_\_\_\_\_

Prepared by:

Applicant License Application ( LC0036292 )

Name of Applicant: <u>K.C.'s Landing LLC</u>		
Name of Business (DBA): <u>K.C.'s Landing</u>		
Address of Premises: <u>12166 Hwy S 70</u>		
City <u>Plano</u>	County: <u>Appanoose</u>	Zip: <u>52581</u>
Business	<u>(641) 649-2609</u>	
Mailing	<u>12917 137th Ave.</u>	
City <u>plano</u>	State <u>IA</u>	Zip: <u>52581</u>

Contact Person

Name	<u>Connie A. Brown</u>		
Phone:	<u>(641) 895-1326</u>	Email	<u>mabrown57@hotmail.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 08/04/2020

Expiration Date: 08/03/2021

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

Kim Brown

First Name: Kim

Last Name: Brown

City: Plano

State: Iowa

Zip: 52581

Position: owner

% of Ownership: 50.00%

U.S. Citizen: Yes

Connie Brown

First Name: Connie

Last Name: Brown

City: Plano

State: Iowa

Zip: 52581

Position: owner

% of Ownership: 50.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>Auto Owners Insurance Company</u>
---------------------------------------------------------

Insurance Company: Auto Owners Insurance Company

Policy Effective Date: 08/04/2020

Policy Expiration 08/03/2021

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective Date:

Temp Transfer Expiration Date:



**Office of  
APPANOOSE COUNTY SHERIFF**



**Gary D. Anderson, Sheriff  
1125 West Van Buren St.  
P.O. Box 474  
Centerville, Iowa 52544  
Phone: 641-437-7100 Fax: 641-437-7107**

July 1, 2020

Appanoose County Board of Supervisors  
Appanoose County Courthouse  
201 N. 12<sup>th</sup> St.  
Centerville, IA 52544

Re: Chief Deputy Appointment

With the Board's Approval, I respectfully appoint Deputy Jon Printy to the position of Chief Deputy Sheriff, effective July 5, 2020.

Deputy Printy is an Army Veteran and was hired with the Sheriff's Office in November, 2011.

Deputy Printy's salary will be increased to 85% of the Sheriff's salary effective July 5, 2020.

Sincerely,

A handwritten signature in cursive script that reads "Gary D. Anderson".

Gary D. Anderson  
Sheriff

Cc: Auditor



Office of  
**APPANOOSE COUNTY SHERIFF**



Gary D. Anderson, Sheriff  
1125 West Van Buren St.  
P.O. Box 474  
Centerville, Iowa 52544  
Phone: 641-437-7100 Fax: 641-437-7107

Date: 06/08/2020

To Sheriff Gary Anderson

Subject: Retirement Letter

Please accept this letter as my formal notification of retirement on June 19, 2020. I was hired as a part time Correctional Officer in 1988 by Sheriff Gerald Banks. By 1989 I was moved to full time Correction Officer and by 1990 I was able to become a full time Deputy Sheriff. I was proud to serve the citizens of Appanoose County and work for a great Sheriff Office in the State of Iowa for the past 30 years. The citizens of Appanoose County should be proud of their Sheriff Office with the best two Sheriff's that have I served Gerald Banks and Sheriff Gary Anderson. Both have instilled pride in the Deputies that have served present and past. To do better each day, answer every call given and make the best decision you can.

I end one chapter and begin a new chapter of my life. Through the good times and occasional bad times. It has been an honor and a privilege to work with incredible men and women throughout this agency who really make a difference every day with the public we all serve. On personal note, thank you for your leadership, friendship and making a difference.

*Thank You*  
*Deputy Wade D Duley 4-9*

APPANOOSE CO. AUDITOR  
CENTERVILLE, IOWA

2020 JUN 11 AM 8:29

FILED

To:

June 1, 2020

Sheriff Gary Anderson

And all concerned.

I am writing this letter to formally announce my resignation/retirement from the position of Deputy Sheriff of Appanoose County which will be effective July 17, 2020.

It is with a heavy heart and mixed emotions that I write this letter to announce my last day of employment with the Appanoose County Sheriff Office. After a lot of thinking and soul searching, I came to the conclusion that even though I still love and enjoy being a Deputy Sheriff, it was time that I considered retirement. As we all know, I began my career in law enforcement 19 plus years ago and I will forever be grateful to Sheriff Anderson for giving me the opportunity and offering me the position of Deputy Sheriff.

It was a great privilege for me to work under a very efficient superior like you for the past 19 years and I have learned a lot from you and my experiences here. I have made several friends and acquaintances throughout the years and I hope to maintain those friendships.

I will never be able to put into words the gratitude, respect and appreciation I have for the past and present members of the Appanoose County Sheriff Office, colleagues and friends.

It has been my honor and pleasure to have served you for the past 19 years. Thank you for everything you have done for me, the Sheriff Office and most importantly the citizens of Appanoose County.

Sincerely

  
Charles E Carter

APPANOOSE CO. AUDITOR  
CENTERTVILLE, IOWA

2020 JUN 11 AM 8:29

FILED

Creighton Mihalovich

This is my letter of resignation from the Appanoose County Jail.  
My last day will be June 30<sup>th</sup> 2020.

Thank you,



Creighton Mihalovich

**FILED**

**2020 JUN 23 AM 8:22**

**APPANOOSE CO. AUDITOR  
CENTERVILLE, IOWA**

RECEIVED

APPANOOSE COUNTY JAIL  
CENTERVILLE, IOWA

**2020 JUN 20 AM 6:50**

**RECEIVED**

**NAMING DEPOSITORIES RESOLUTION: 2020-19**

**BE IT RESOLVED**, that the Board of Supervisors in Appanoose County, Iowa approves the following list of financial institutions to be depositories of the County funds in conformance with all applicable provisions of Iowa Code Chapter 12c. The County Officials listed below are hereby authorized to deposit the County funds in amounts not to exceed the maximum approved for each respective financial institution as set out below:

Depository Name	Location	Maximum under prior Resolution	Maximum under this Resolution
Sheriff: Iowa Trust	Centerville, IA	200,000	200,000
Treasurer: Iowa Trust	Centerville, IA	8,000,000	9,000,000
Treasurer: IPAIT	Des Moines, IA	7,000,000	7,000,000
Treasurer: US Bank	Centerville, IA	4,000,000	0
Recorder: US Bank	Centerville, IA	75,000	0
Recorder: Iowa Trust	Centerville, IA	0	75,000
Auditor: US Bank	Centerville, IA	200,000	0
Auditor: Iowa Trust	Centerville, IA	0	300,000
Auditor: US Bank (Cemetery)	Centerville, IA	8,000	8,000
Auditor: Peoples State	Albia, IA	75,000	75,000

CERTIFICATION: I hereby certify that the foregoing is a true and correct copy of a resolution of the Appanoose County Board of Supervisors, adopted at a meeting of said public body, duly called and held on the 6th day of July, 2020, a quorum being present, as said resolution remains of record in the minutes of said meeting, and it is now in full force and effect.

Approved this 6<sup>th</sup> day of July, 2020.

\_\_\_\_\_  
Mark Waits, Chairman of Board of Supervisors

\_\_\_\_\_  
Neal Smith, Member of Board of Supervisors

\_\_\_\_\_  
Linda Demry, Member of Board of Supervisors

ATTEST: \_\_\_\_\_  
Kelly Howard, Appanoose County Auditor

**IOWA ECONOMIC DEVELOPMENT AUTHORITY  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM  
CONTRACT**

**RECIPIENT:** Appanoose County  
**CONTRACT NUMBER:** 20-OT-076  
**EFFECTIVE DATE:** June 25, 2020  
**AWARD AMOUNT:** \$50,947  
**END DATE:** June 25, 2021

THIS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ("CDBG") CONTRACT is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 1963 Bell Ave, Suite 200, Des Moines, Iowa 50315 ("Authority") and "Recipient", effective as of the date stated above.

WHEREAS, the Authority is designated to receive, administer, and disburse CDBG funds; and

WHEREAS, the Authority desires to disburse grant funds to the Recipient for eligible purposes primarily benefiting low and moderate income persons, eliminating slums and blight, or meeting community development needs having particular urgency; and

WHEREAS, the Recipient submitted an Application for funding to the Authority and the Authority has approved the Application; and

WHEREAS, in approving the Application the Authority has relied upon the Recipient's representations of proposed Project activities, management and financial condition of the Recipient, investment of other Project funds, and other material information contained therein; and

WHEREAS, the Recipient has certified to the Authority that the primary purpose for obtaining CDBG funds is to primarily benefit low and moderate income persons, eliminate slums and blight, or meet community development needs having a particular urgency;

NOW, THEREFORE, the Recipient accepts this grant upon the terms and conditions set forth in this Contract. In consideration of the mutual promises contained in this Contract and other good and valuable consideration, it is agreed as follows:

**ARTICLE 1**  
**DEFINITIONS**

As used in this Contract, the following terms shall apply:

- 1.1 **ACT.** Act means Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.).
- 1.2 **ACTIVITY.** "Activity" means the description of eligible work, services, and other accomplishments, as authorized by Section 105 of the "Act" and as further defined in 24 CFR 570.482, as revised April 1, 1997. Activities are found in the line items in the Recipient's "Budget Activity" in IowaGrants.gov account and have specific performance targets.
- 1.3 **ADMINISTRATIVE CODE.** "Administrative Code" means 261 Iowa Administrative Code, Chapter 23 and 25. Iowa Administrative Code is the composite of all rules adopted and administered by the executive branch to implement state law and policy.
- 1.4 **ALLOWABLE COSTS.** "Allowable Costs" are those costs which are identified in the "Budget Activity", Application, and consistent with Federal regulations and guidelines applicable to the CDBG program.
- 1.5 **APPLICATION.** "Application" is the Application the Recipient submitted in IowaGrants.gov.
- 1.6 **BUDGET.** "Budget" means the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
- 1.7 **COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).** "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.
- 1.8 **CONTRACT.** "Contract" means this Contract and all of the notes, leases, assignments, mortgages, and similar

documents referred to in the Contract and all other instruments or documents executed by the Recipient or otherwise required in connection with the Contract, including the CDBG grant Application together with any related submittal documents.

1.9 **END DATE.** "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 9.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment A of this Contract.

1.10 **GRANT.** "Grant" means the award of CDBG funds to the Recipient for Project activities.

1.11 **HUD.** "HUD" means the U.S. Department of Housing and Urban Development.

1.12 **IOWAGRANTS.GOV.** "Iowa Grants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system allows you to electronically apply for and manage grants received by the state of Iowa. Persons accessing the system for this purpose are required to register online at [www.iowaGrants.gov](http://www.iowaGrants.gov).

1.13 **LOW- AND MODERATE-INCOME FAMILIES.** "Low- and Moderate-Income Families" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.

1.14 **LOW- AND MODERATE-INCOME PERSONS.** "Low and Moderate Income Person" means a member of a low- and moderate-income family as defined above.

1.15 **PROJECT.** "Project" means the totality of "Activity", to be performed by the Recipient as described in the application the Recipient submitted in [iowaGrants.gov](http://iowaGrants.gov) and approved by the Authority.

1.16 **RECIPIENT.** "Recipient" means the entity identified above that has been selected to receive Program funds to undertake the funded Project and agrees to comply with all applicable CDBG requirements, including those found in Title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, and any other HUD funded program as applicable. For purposes of this agreement the "Recipient" shall also be considered to meet the definition and qualifications as a "Subrecipient" as defined in 2 CFR 200.93 and 2 CFR 200.330 and agrees to receive this "Subaward" as defined in 2 CFR 200.92.

## **ARTICLE 2** **FUNDING**

2.1 **FUNDING SOURCE.** The source of funding for the Grant is a Federal appropriation for the Community Development Block Grant (CDBG) Program.

2.2 **RECEIPT OF FUNDS.** All payments under this Contract are subject to receipt by the Authority of sufficient Federal funds for the CDBG program. Any termination, reduction or delay of CDBG funds to the Authority shall, at the option of the Authority, result in the termination, reduction or delay of CDBG funds to the Recipient.

2.3 **PRIOR COSTS.** If any Recipient has received written approval from the Authority to incur certain costs prior to the Effective Date of this Contract, then said written approval and the terms and conditions therein are incorporated herein and made a part of this Contract by this reference as if fully set forth. Any such costs incurred prior to the Effective Date of this Contract are subject to the Special Conditions and General Conditions of this Contract.

2.4 **DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.** If the total award amount has not been requested by the Recipient within sixty (60) days after the End Date, then the Authority shall be under no obligation for further disbursement. The Authority may allow access to funds after this time for allowable costs associated with the conduct of the audits required in Article 2.0 of the General Provisions, Attachment A to this Contract.

**ARTICLE 3**  
**TERMS OF GRANT**

- 3.1 **TIME OF PERFORMANCE.** The services of the Recipient are to commence as of the Effective Date and shall be undertaken in such a manner as to assure their expeditious completion. All of the services required hereunder shall be completed on or before the End Date.
- 3.2 **MAXIMUM PAYMENTS.** It is expressly understood and agreed that the maximum amounts to be paid to the Recipient by the Authority for any item of work or service shall conform to the "Budget Activity" as found in the Recipient's IowaGrants.gov account. It is further understood and agreed that the total of all payments to the Recipient by the Authority for all work and services required under this Contract shall not exceed the Award Amount unless modified by written amendment of this Contract as provided for in Section 1.0 of the General Provisions, Attachment A.
- 3.3 **LOCAL EFFORT REQUIREMENTS.** The Recipient agrees to provide local contribution to the Project as defined in the "Local" column of the "Budget Activity". Expenditures above this level, necessary to complete the "Budget Activity", shall be paid with local funds. Reports of the local funds expended shall be included in the Request for Payment/Activity Status Report specified in Article 8.1(b), "Reports." The Authority does not agree to allow a delay in the contribution of local cash. When a delay is allowed, the delay shall be until the specified date or until two-thirds of the grant amount has been drawn down, whichever come first, at which time no further Federal funds may be drawn down until sufficient local cash has been expended to attain the ratio of Federal to local funds specified in the Budget.
- 3.4 **ADMINISTRATION.** This Contract shall be administered in accordance with "Administrative Code" and all applicable State and Federal laws and regulations, including the Iowa Community Development Block Grant Management Guide, which has been distributed by the Authority to the Recipient.
- 3.5 **SATISFACTORY PERFORMANCE.** For all projects requiring approval of final plans and specifications by the Iowa Department of Natural Resources, said approval shall be completed within eighteen (18) months of the Effective Date of this contract.

**ARTICLE 4**  
**PERFORMANCE TARGET ACHIEVEMENT**

- 4.1 **PERFORMANCE TARGETS.** By the End Date, the Recipient shall have accomplished the activities and performance targets as described in the "Budget Activity", and as further elaborated in the Application, as approved by the Authority.
- 4.2 **DETERMINATION OF CONTRACT PERFORMANCE.** The Authority has the final authority to assess whether the Recipient has met their performance targets by the End Date. The Authority shall determine completion according to the performance targets set forth in the "Budget Activity". The Authority reserves the right to monitor and measure at any time during and after the Contract term the achievement of the performance targets.

**ARTICLE 5**  
**USE OF FUNDS**

- 5.1 **GENERAL.** The Recipient shall perform in a satisfactory and proper manner, as determined by the Authority, the work activities and services as written and described in the approved grant proposal (Application) as summarized in the Recipient's approved Community Development Block Grant "Budget Activity".
- 5.2 **PROGRAM INCOME.** Proceeds generated from the use of CDBG funds are considered program income when the total amount received by the Recipient in a fiscal year exceeds \$35,000, at which time the entire \$35,000 and excess are considered program income. Prior to the End Date, all program income shall be expended prior to requesting additional CDBG funds. Program income received by the Recipient after the End Date shall be returned to the Authority unless the Recipient has submitted, and the Authority has approved, a re-use plan. If applicable, any CDBG proceeds derived from an approved Revolving Loan Fund are considered program income, regardless of the amount received in any year.
- 5.3 **BUDGET REVISIONS.** Budget revisions shall be subject to prior approval of the Authority through the contract amendment process. Budget revisions shall be compatible with the terms of this Contract and of such a nature as to qualify as an allowable cost. Budget revisions requested during the final ninety (90) days of the Contract period will be approved by the Authority only if it determines that the revisions are necessary to complete the Project.

5.4 **GENERAL ADMINISTRATIVE COST LIMITATIONS.** Federal funds used for reasonable administrative costs, as allowed under Federal and State regulations, shall be limited to ten percent (10%) of the total CDBG funds as specified in the "Budget Activity". Total administrative costs (Federal plus local) on the Project shall not exceed ten percent (10%) of total Project "Budget Activity". Program income received by the Recipient during the Contract period is subject to the ten percent (10%) administrative cost limitation.

5.5 **COST VARIATION.**

(a) In the event that the total Project cost is less than the amount specified in the Agreement and the "Budget Activity", the CDBG participation shall be reduced at the same ratio to the total Project cost reduction as the original ratio of the CDBG funds to the total Project costs. Any disbursed excess above the reduced CDBG participation amount shall be returned immediately to the Authority.

(b) In the event that the total Project cost is greater than the amount specified in the "Budget Activity", the Authority shall, upon request, consider increasing the CDBG participation in the same ratio to the total increase in Project cost as the original ratio of CDBG funds to the total Project costs. The consideration of an increase of CDBG funds for a Project shall be subject to availability of funds, determination of reasonable and allowable costs, and all other applicable program rules.

(c) The Recipient may request the Authority to increase the CDBG participation to an amount that is higher than the proportional ratio. The Authority may permit such a higher increase if, in the Authority's judgment, the Recipient has demonstrated financial hardship.

**ARTICLE 6**  
**CONDITIONS TO DISBURSEMENT OF FUNDS**

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Recipient any amounts under this Contract:

6.1 **CONTRACT EXECUTED.** The Contract shall have been properly executed and, where required, acknowledged.

6.2 **COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS.** Funds shall not be released under this Contract until the Recipient has satisfied the environmental review and release of funds requirements set forth in 24 CFR Part 58, "Environmental Review Procedures for the Community Development Block Grant Program", and summarized in the Iowa CDBG Management Guide. In addition, construction contracts for non-exempt activities shall not be executed and construction shall not begin prior to providing the Authority with documentation of the Recipient's compliance with Section 106 of the National Historic Preservation Act and 36 CFR Part 800, "Protection of Historic Properties." The Recipient shall comply with any programmatic Memorandum of Understanding between the Iowa Economic Development Authority and the Iowa State Historic Preservation Office, applicable to any activities included in this contract.

6.3 **PERMITS AND LICENSES.** The Authority reserves the right to withhold funds until the Authority has reviewed and approved all material, such as permits or licenses from other state or Federal agencies, which may be required prior to Project commencement.

6.4 **EXCESSIVE FORCE POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's policy on protecting individuals engaged in nonviolent civil rights demonstrations from the use of excessive force by law enforcement agencies within its jurisdiction, and enforcing state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction, consistent with the provisions of Section 906 of the National Affordable Housing Act of 1990 and Subsection 104(l) of the Housing and Community Development Act of 1974, as amended.

6.5 **RESIDENTIAL ANTI/DISPLACEMENT AND RELOCATION ASSISTANCE PLAN APPROVAL.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's Residential Anti/Displacement and Relocation Assistance Plan, consistent with the requirements of Section 104(d) of the Housing and Community Development Act of 1974, as amended.

6.6 **EQUAL OPPORTUNITY POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's equal opportunity policy, consistent with Section 109 of the Housing and Community Development Act of 1974 as amended.

6.7 **PROCUREMENT POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's procurement policy, consistent with 2 CFR 200.318.

6.8 **FAIR HOUSING POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the

Recipient's fair housing policy, consistent with Section 109 of the Housing and Community Development Act of 1974 as amended.

6.9 **CODE OF CONDUCT.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's code of conduct, consistent with 2 CFR 200.318.

6.10 **CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY.** For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.10 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)	APPLICABLE CONDITIONS
--------------------	-----------------------

(a) **DEPARTMENT OF NATURAL RESOURCES APPROVAL.** Construction shall not begin prior to the written approval of the Iowa Department of Natural Resources.

(b) **REVIEW OF HANDICAPPED ACCESSIBILITY.** Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.

(c) **DEPARTMENT OF HEALTH APPROVAL.** Construction shall not begin prior to receipt of written approval from the Iowa Department of Health.

(d) **FRANCHISE ORDINANCE/28E AGREEMENT.** Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.

(e) **BULK PURCHASE AGREEMENT.** Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.

(f) **RURAL WATER CONNECTION FEE PROJECTS.** Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.

(g) **STATE BUILDING CODE BUREAU APPROVAL.** Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the Iowa Department of Public Safety.

(h) **FAÇADE EASEMENTS.** Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all façade easements and construction agreements with property owners when required for downtown revitalization projects.

(i) **STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS.** Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with the original Application or "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with Iowa Department of Agriculture and Land Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to [www.iowagrants.gov](http://www.iowagrants.gov) a letter from IDALS confirming stormwater management designs meet the requirements of the Iowa Green Streets Criteria and the Iowa Stormwater Management Manual.

(j) **IOWA GREEN STREETS CRITERIA CONSTRUCTION DOCUMENTS.** Prior to bidding, the Recipient shall submit final design and construction documents and Iowa Green Streets Criteria Appendix C for the Authority to review for consistency with the original Application subsequently approved by the Authority when required for applicable Community Facilities and Downtown Revitalization projects as identified in their application.

(k) **PERPETUAL RESTRICTIONS.** Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.7 and 5.8 of this Contract.

6.11 **CONDITIONS TO DISBURSEMENT NECESSITATING OUTSIDE AGENCY ACTION.** For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.7 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)	APPLICABLE CONDITIONS	OUTSIDE AGENCY
--------------------	-----------------------	----------------

(a) **FUNDING.** Funding shall be contingent upon receipt of adequate funds from the identified agency to complete the Project described. The Recipient must submit a copy of the notification of said funding commitment to the Authority before funds can be released to the Recipient. If there is a reduction in the amount of the funds available from this source, the Recipient shall identify an alternative source of funds, and the change in funding sources shall be reflected in an amendment to this Contract. If the funds from the identified agency are rejected, this award is no longer valid. If the other funding is not obligated to the Recipient within 6 months following the announcement of the CDBG award, the CDBG funds shall be considered available to the Authority for allocation to other Projects, and the provisions of the CDBG Administrative Rules concerning contingent awards shall apply.

(b) **SUBRECIPIENT AGREEMENT.** The Authority, prior to the release of funds, shall review and approve the subrecipient agreement between the Recipient and the identified agency.

(c) **CONTINGENT FUNDING.** The Authority has awarded these funds contingent upon receipt of other funding from the identified agency.

(d) **LONG TERM LEASE AGREEMENT.** Prior to release of funds, the Authority shall review and approve a Long Term Lease Agreement or any other binding agreement deemed appropriate by the Authority between two identified agencies. The agreement shall guarantee that the constructed facility as described in this Contract will be allowed to physically remain and continue to be used for the specified purpose. In the event that the use of the facility changes, the Recipient may be required to repay all or part of the grant award as described in Article 9.4 of this Contract.

**ARTICLE 7**  
**REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

To induce the Authority to make the Grant referred to in this Contract, the Recipient represents, covenants and warrants that:

7.1 **AUTHORITY.** The Recipient is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken.

7.2 **FINANCIAL INFORMATION.** All financial statements and related materials concerning the Project provided to the Authority are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the Effective Date of the statements and related materials, and no material adverse change has occurred since that date.

7.3 **APPLICATION.** The contents of the Application the Recipient submitted to the Authority for funding is a complete and accurate representation of the Project as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Recipient since the date the Recipient submitted its Application to the Authority.

7.4 **CLAIMS AND PROCEEDINGS.** There are no actions, lawsuits or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever their rights to execute the Contract or the ability of the Recipient to make the payments required under the Contract, or to otherwise comply with the obligations of the Contract. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient or any property involved in the Project.

7.5 **PRIOR AGREEMENTS.** The Recipient has not entered into any verbal or written contracts, agreements or arrangements of any kind which are inconsistent with the Contract.

7.6 **EFFECTIVE DATE.** The covenants, warranties and representations of this Article are made as of the Effective Date of this Contract and shall be deemed to be renewed and restated by the Recipient at the time of each advance or request for disbursement of funds.

**ARTICLE 8**  
**COVENANTS OF THE RECIPIENT**

8.1 **AFFIRMATIVE COVENANTS.** Until the Project has been closed out, audited, and approved by the Authority, the Recipient covenants with the Authority that:

(a) **PROJECT WORK AND SERVICES.** The Recipient shall perform the work and services detailed in the "Budget Activity" by the End Date.

(b) **REPORTS.** The Recipient shall prepare, review and sign the requests and reports as specified below in the form and content specified by the Authority. The Recipient shall review all Requests for Payment and verify that claimed expenditures are allowable costs. The Recipient shall maintain documentation adequate to support the claimed costs. After the Recipient has submitted its 1st Request for Payment the Recipient, shall continue to submit Request for Payment at least semiannually for each "Budget Activity".

*The Authority reserves the right to require more frequent submission of the Activity Status Report than as shown below if, in the opinion of the Authority, more frequent submissions would help improve the Recipient's CDBG program.*

<b><u>REPORT</u></b>	<b><u>DUE DATE</u></b>
1. Request for Payment / Activity Status Report	As funds are needed
2. Section 3 Report (if applicable)	Submitted annually
3. Updates to the Applicant/Recipient Disclosure Report	As needed due to changes
4. Iowa Green Streets Criteria Appendices D and E or F (if applicable)	Upon construction completion
5. Final request for Payment / Status Report	Within 30 days of End Date
6. Form 3-D, Final Accomplishments and Equal Opportunity Data (if applicable)	Within 30 days of End Date
7. Single Audit Form (required)	Within 30 days of receipt of Notice to Close letter
8. Audit Report (if applicable)	Within 30 days of audit completion

(c) **RECORDS.** The Recipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Contract. The Recipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for a period of five (5) years beyond the date upon which the final audit of the Project is accepted by the Authority. Records for non-expendable property acquired under this Contract shall be retained for a five (5) year period after the final disposition of property. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

(d) **ACCESS TO RECORDS/INSPECTIONS.** The Recipient shall, without prior notice and at any time, permit HUD or its representatives, the General Accounting Office or its representatives, and the Authority, its representatives or the State

Auditor, to examine, audit and/or copy (i) any plans and work details pertaining to the Project, (ii) any or all of the Recipient's books, records and accounts, and (iii) all other documentation or materials related to this Contract. The Recipient shall provide proper facilities for making such examination and/or inspection.

(e) USE OF GRANT FUNDS. The Recipient shall expend funds received under the Contract only for the purposes and activities described in its CDBG Application, this Contract and as approved by the Authority.

(f) DOCUMENTATION. The Recipient shall deliver to the Authority, upon request, (i) copies of all contracts or agreements relating to the Project, (ii) invoices, receipts, statements or vouchers relating to the Project, (iii) a list of all unpaid bills for labor and materials in connection with the Project, and (iv) budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project.

(g) NOTICE OF PROCEEDINGS. The Recipient shall promptly notify the Authority of the initiation of any claims, lawsuits or proceedings brought against the Recipient.

(h) INDEMNIFICATION. The Recipient shall indemnify and hold harmless the Authority, its officers and employees from and against any and all losses in connection with the Project.

(i) NOTICE TO AUTHORITY. In the event the Recipient becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, or any other similar occurrence, the Recipient shall promptly notify the Authority.

(j) CERTIFICATIONS. The Recipient certifies and ensures that the Project will be conducted and administered in compliance with all applicable Federal and State laws, regulations and orders. Certain statutes are expressly made applicable to activities assisted under the Act by the Act itself, while other laws not referred to in the Act may be applicable to such activities by their own terms. The Recipient certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following:

(i) Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB 2 CFR part 200, subpart E.

(ii) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.), and regulations which implement these laws.

(iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Chapter 19B.7, Code of Iowa, and Iowa Executive Order #34, dated July 22, 1988; Iowa Code Chapter 216, Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended by Presidential Executive Order 11375; Section 504 of the Vocational Rehabilitation Act of 1973 as amended (29 U.S.C. 794); the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); the Americans with Disabilities Act, as applicable, (P. L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which implement these laws.

(iv) Fair Housing Act, Public Law 90-284. The Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.

(v) Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570.

(vi) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101 235), and implementing regulations.

(vii) Requirements for the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846), as amended, and implementing regulations.

(viii) Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations

which implement these laws.

- (ix) National Environmental Policy Act of 1969 and implementing regulations.
- (x) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42 U.S.C. 4601 - 4655) and implementing regulations; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential antidisplacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.
- (xi) Administrative rules adopted by the Iowa Economic Development Authority, 261 Iowa Administrative Code.
- (xii) Financial and Program Management guidelines issued by the Iowa Economic Development Authority; the Iowa CDBG Management Guide; and the Authority Audit Guide.
- (xiii) Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.
- (xiv) Fair Labor Standards Act and implementing regulations.
- (xv) Hatch Act (regarding political partisan activity and Federally funded activities) and implementing regulations.
- (xvi) Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended.
- (xvii) Subsection 104(l) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrance to or exit from facilities subject to such demonstrations.
- (xviii) Drug-Free Workplace Act.

(k) MAINTENANCE OF ACTIVITY PROPERTY AND INSURANCE. The following provision shall apply to the project as appropriate. The Recipient and any subrecipient shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Recipient or subrecipient shall pay for and maintain insurance as is customary in its industry. This insurance shall be in an amount not less than the full insurable value of the Project property. The subrecipient shall name the Recipient and Authority as mortgagees and/or an additional loss payees, as appropriate. The Recipient shall name the Authority as a mortgagee and/or an additional loss payee, as appropriate. The Recipient or subrecipient shall maintain copies of the policies as appropriate.

8.2 NEGATIVE COVENANTS. During the Contract term the Recipient covenants with the Authority that it shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly:

- (a) ASSIGNMENT. Assign its rights and responsibilities under this Contract.
- (b) ADMINISTRATION. Discontinue administration activities under the Contract.

## ARTICLE 9 DEFAULT AND REMEDIES

9.1 EVENTS OF DEFAULT. The following shall constitute Events of Default under this Contract:

(a) MATERIAL MISREPRESENTATION. If at any time any representation, warranty or statement made or furnished to the Authority by, or on behalf of, the Recipient in connection with this Contract or to induce the Authority to make a grant to the Recipient shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Authority's satisfaction within thirty (30) days after written notice by the Authority is given to the Recipient.

(b) NONCOMPLIANCE. If there is a failure by the Recipient to comply with any of the covenants, terms or conditions contained in this Contract.

- (c) **END DATE.** If the Project, in the sole judgment of the Authority, is not completed on or before the End Date.
- (d) **MISSPENDING.** If the Recipient expends Grant proceeds for purposes not described in the Application, this Contract, or as authorized by the Authority.
- (e) **INSURANCE.** If loss, theft, damage, or destruction of any substantial portion of the property of the Recipient occurs for which there is either no insurance coverage or for which, in the opinion of the Authority, there is insufficient insurance coverage. This provision applies to the project as appropriate.
- 9.2 **NOTICE OF DEFAULT.** In the event of default, the Authority shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.
- 9.3 **REMEDIES UPON DEFAULT.** If, after opportunity to cure, the default remains, the Authority shall have the right in addition to any rights and remedies specifically to it to do one or more of the following:
- (a) exercise any remedy provided by law,
- (b) require immediate repayment of up to the full amount of funds disbursed to the Recipient under this Contract plus interest.
- 9.4 **FAILURE TO MEET PERFORMANCE TARGETS.** If the Recipient is determined by the Authority to be in default of this Contract due to meeting less than one hundred percent (100%) of its Performance Targets, the Authority may require full Grant repayment or, at its discretion, the Authority may require partial repayment of Grant proceeds which allows partial credit for the performance targets which have been met, or the Authority may require other remedies that the Authority determines to be appropriate. For Housing rehabilitation projects only, performance targets shall include income targeting and affordability requirements as required in 261 Administrative Code 25.4(1).

#### **ARTICLE 10 INCORPORATED DOCUMENTS**

- 10.1 **DOCUMENTS INCORPORATED BY REFERENCE.** The Recipient shall comply with the terms and conditions of the following documents which are hereby incorporated by reference:
- (a) Budget Activity, as found in Recipient's IowaGrants.gov account.
- (b) Application, "CDBG Application", as found in Recipient's IowaGrants.gov account.
- (c) Attachment A, "CDBG Program General Provisions", dated October 3, 2018.
- (d) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at [www.iowaeconomicdevelopment.com/Community/CDBG](http://www.iowaeconomicdevelopment.com/Community/CDBG).
- 10.2 **ORDER OF PRIORITY.** In the event of a conflict between documents of this Contract, the following order of priority shall govern:
- (a) Articles 1 through 11 herein.
- (b) Attachment A, "CDBG Program General Provisions", dated October 3, 2018.
- (c) Budget Activity, as found in Recipient's IowaGrants.gov account.
- (d) Application, "CDBG Application", as found in Recipient's IowaGrants.gov account.
- (e) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at [www.iowaeconomicdevelopment.com/Community/CDBG](http://www.iowaeconomicdevelopment.com/Community/CDBG).

#### **ARTICLE 11 MISCELLANEOUS**

- 11.1 **LIMIT ON GRANT PROCEEDS ON HAND.** The Recipient shall request Project funds only as needed and shall not have more than five hundred dollars (\$500.00) of Grant proceeds, including earned interest, on hand for a period of longer than ten (10) working days, after which time any surplus amount shall be returned to the Authority.
- 11.2 **BINDING EFFECT.** This Contract shall be binding upon and shall inure to the benefit of the Authority and Recipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Contract shall be jointly and severally enforceable against the parties to this Contract.

11.3 **SURVIVAL OF CONTRACT.** If any portion of this Contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Contract shall survive the execution of all instruments herein mentioned and shall continue in full force until the Project is completed as determined by the Authority.

11.4 **GOVERNING LAW.** This Contract shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the Contract shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

11.5 **NOTICES.** Whenever this Contract requires or permits any funding request, notice, report, or written request by one party to another, it shall be in delivered through IowaGrants.gov. Alternately the Authority may rely on the United States Mail as the Authority deems appropriate. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The Authority may rely on the address of the Recipient set forth heretofore, as modified from time to time, as being the address of the Recipient.

11.6 **WAIVERS.** No waiver by the Authority of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Authority in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Authority shall preclude future exercise thereof or the exercise of any other right or remedy.

11.7 **LIMITATION.** It is agreed by the Recipient that the Authority shall not, under any circumstances, be obligated financially under this Contract except to disburse funds according to the terms of the Contract.

11.8 **HEADINGS.** The headings in this Contract are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Contract.

11.9 **INTEGRATION.** This Contract contains the entire understanding between the Recipient and the Authority and any representations that may have been made before or after the signing of this Contract, which are not contained herein, are nonbinding, void and of no effect. None of the parties have relied on any such prior representation in entering into this Contract.

11.10 **COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

11.11 **IOWAGRANTS.GOV.** The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

**RECIPIENT: Appanoose County**

BY:

\_\_\_\_\_  
Chairperson  
Appanoose County  
201 N. 12th Street  
Centerville, Iowa 52544

\_\_\_\_\_  
Typed or Printed Name and Title

**IOWA ECONOMIC DEVELOPMENT AUTHORITY:**

BY:

\_\_\_\_\_  
Timothy R. Waddell, Division Administrator

**ATTACHMENT A**  
**GENERAL PROVISIONS**  
**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**  
**October 3, 2018**

**1.0 AMENDMENT.**

(a) WRITING REQUIRED. The Contract will only be amended through written prior approval of the Authority through IowaGrants.gov. Examples of situations where amendments are required include extensions for completion of Project activities, changes to the Project including, but not limited to, alteration of existing approved activities or inclusion of new activities.

(b) UNILATERAL MODIFICATION. Notwithstanding paragraph "a" above, the Authority may unilaterally modify the Contract at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable Federal, State or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Recipient as an amendment to this Contract.

(c) AUTHORITY REVIEW. The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the Authority's original funding decision on the Project. An amendment will be denied if it substantially alters the circumstances under which the Project funding was originally approved; if it does not meet requirements set forth in Iowa Administrative Code 261-23, as applicable; or if it conflicts with the Program Rules.

**2.0 AUDIT REQUIREMENTS.**

(a) SINGLE AUDIT. The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable; and the Iowa CDBG Management Guide.

(b) ADDITIONAL AUDIT. As a condition of the grant to the Recipient, the Authority reserves the right to require the Recipient to submit to a post Project completion audit and review in addition to the audit required above.

**3.0 COMPLIANCE WITH LAWS AND REGULATIONS.** The Recipient shall comply with all applicable State and Federal laws, rules, ordinances, regulations and orders including all Federal laws and regulations described in 24 CFR subpart K.

**4.0 UNALLOWABLE COSTS.** If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process, that the Recipient has expended funds which are unallowable, the Recipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Authority's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, Iowa Code. If it is the Authority's final determination that costs previously paid by the Authority are unallowable under the terms of the Contract, the expenditures will be disallowed and the Recipient will repay to the Authority any and all disallowed costs. Real property under the Recipient's control in excess of \$25,000 and equipment that was acquired or improved in whole or in part with CDBG funds shall be used to meet one of the National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of the Agreement. If Recipient fails to use CDBG assisted real property that meets a National Objective during the five (5) year period the Recipient shall pay IEDA an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition or improvement to the real property.

**5.0 PROGRAM INCOME.** All program income, as defined in 2 CFR part 200, subpart E; 24 CFR 570.489; and Iowa Administrative Code 261-23, if applicable; shall be added to the Project "Budget Activity" and used to further eligible Project objectives as defined in the Contract and the "Budget Activity" in the CDBG Application for funding. Program income not used to further Project objectives will be deducted from the total Project "Budget Activity" for the purpose of determining the amount of reimbursable costs under the Contract. In cases of dispute, final decisions regarding the definition or disposition of program income shall be made by the Authority.

**6.0 INTEREST EARNED.** To the extent that interest is earned on advances of CDBG funds, this interest shall be returned to the Authority, except that the Recipient may keep interest amounts of up to \$100 per year for administrative expenses.

**7.0 SUSPENSION.** When the Recipient has failed to comply with the Contract, award conditions or standards, the Authority may, on reasonable notice to the Recipient, suspend the Contract and withhold future payments, or prohibit the Recipient from incurring additional obligations of CDBG funds. Suspension may continue until the Recipient completes the corrective action as required by the Authority. The Authority may allow such necessary and proper costs which the Recipient

could not reasonably avoid during the period of suspension provided the Authority concludes that such costs meet the provisions of HUD regulations issued pursuant to OMB 2 CFR part 200, subpart E.

#### 8.0 TERMINATION.

(a) FOR CAUSE. The Authority may terminate the Contract in whole, or in part, whenever the Authority determines that the Recipient has failed to comply with the terms and conditions of the Contract.

(b) FOR CONVENIENCE. The Parties may terminate the Contract in whole, or in part, when all parties agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.

(c) DUE TO REDUCTION OR TERMINATION OF CDBG FUNDING. At the discretion of the Authority, the Contract may be terminated in whole, or in part, if there is a reduction or termination of CDBG Federal block grant funds to the State.

#### 9.0 PROCEDURES UPON TERMINATION.

(a) NOTICE. The Authority shall provide written notice to the Recipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved "Budget Activity". The Recipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of noncancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.

(b) RIGHTS IN PRODUCTS. All finished and unfinished documents, data, reports or other material prepared by the Recipient under the Contract shall, at the Authority's option, become the property of the Authority.

(c) RETURN OF FUNDS. The Recipient shall return to the Authority all unencumbered funds within one week of receipt of the notice of termination. Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the Authority within thirty (30) days of the disallowance.

10.0 ENFORCEMENT EXPENSES. The Recipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of its attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Contract.

11.0 INDEMNIFICATION. The Recipient shall indemnify and hold harmless the Authority, its officers and employees, from and against any and all losses, accruing or resulting from any and all claims subcontractors, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Recipient in the performance of this Contract.

#### 12.0 CONFLICT OF INTEREST.

(a) GENERAL. Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, no persons identified in paragraph (b) below who exercise or have exercised any functions or responsibilities with respect to CDBG assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(b) PERSONS COVERED. The conflict of interest provisions described above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, or of any designated public agencies, or subrecipients which are receiving CDBG funds.

(c) CONFLICTS OF INTEREST. Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.

13.0 USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS. CDBG funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the service of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement in ineligible status under the provisions of 24 CFR Part 24 or any applicable law or regulation of the Department of Labor.

**14.0 CIVIL RIGHTS.**

(a) **DISCRIMINATION IN EMPLOYMENT.** The Recipient shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Recipient may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Recipient agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees. Upon the State's written request, the Recipient shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

(b) **CONSIDERATION FOR EMPLOYMENT.** The Recipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.

(c) **SOLICITATION AND ADVERTISEMENT.** The Recipient shall list all suitable employment openings in the State Employment Service local offices or shall list all suitable employment openings with Iowa Workforce Development's IowaJobs web site found at <https://www1.iowajobs.org/>.

(d) **CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT.** The Recipient shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7, and Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Recipient will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

(e) **CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.** The Recipient certifies, to the best of his or her knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, making any Federal grant, making any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

(iii) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(f) **PROGRAM NONDISCRIMINATION.** The Recipient shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the

Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101 12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program activity, or Project.

(g) FAIR HOUSING. The Recipient shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFT Part 100 and 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The recipient shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.

(h) LEAD-BASED PAINT HAZARDS. The Recipient shall comply with requirements of the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846), as amended, and implementing regulations.

(i) SECTION 3 COMPLIANCE. The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

(i) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(ii) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(iii) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(iv) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(v) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

(vi) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(vii) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

(j) NONCOMPLIANCE WITH THE CIVIL RIGHTS LAWS. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations, or requests, this Contract may be

canceled, terminated, or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965 (Chapter 216, Code of Iowa) or as otherwise provided by law.

(k) **INCLUSION IN SUBCONTRACTS.** The Recipient will include the provisions of the preceding paragraphs of Section 14 in every subcontract unless exempt by the State of Iowa, and said provisions will be binding on each subcontractor. The Recipient will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Recipient becomes involved in or is threatened by litigation with a subcontractor or provider as a result of such direction by the State of Iowa, the Recipient may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.

15.0 **POLITICAL ACTIVITY.** No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. Neither the program nor the funds provided therefore, nor the personnel employed in the administration of this Contract, shall be in any way or to any extent engaged in the conduct of political activities in contravention of The Hatch Act (5 U.S.C. 15).

16.0 **LIMIT ON RECOVERY OF CAPITAL COSTS.** The Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part under this Contract by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under this Contract are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Housing and Community Development Act of 1974, as amended, or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Recipient has certified to the Authority that it lacks sufficient funds received under Title I of the Housing and Community Development Act of 1974, as amended, to comply with the requirements of clause (i) above.

17.0 **PROHIBITED ACTIVITIES.** In accordance with 24 CFR 570.207 (a): The following activities may not be assisted with CDBG funds:

(a) **BUILDINGS OR PORTIONS THEREOF, USED FOR THE GENERAL CONDUCT OF GOVERNMENT AS DEFINED AT § 570.3(D) CANNOT BE ASSISTED WITH CDBG FUNDS.** This does not include, however, the removal of architectural barriers under § 570.201(c) involving any such building. Also, where acquisition of real property includes an existing improvement which is to be used in the provision of a building for the general conduct of government, the portion of the acquisition cost attributable to the land is eligible, provided such acquisition meets a national objective described in § 570.208.

(b) **GENERAL GOVERNMENT EXPENSES.** Except as otherwise specifically authorized in this subpart or under 2 CFR part 200, subpart E, expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance under this part.

(c) **POLITICAL ACTIVITIES.** CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

18.0 **FEDERAL GOVERNMENT RIGHTS.** If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, recipient, subrecipient, contractor, subcontractor, or provider acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

19.0 **IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY.** The Authority has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted.

# Memorandum of Agreement Fiscal Year 2021

## Sharing of a Naturalist

This Memorandum of Agreement (MOA) is entered into by and between the Appanoose County Conservation Board and the Wayne County Conservation Board, as shown below as Contracting Parties.

### I. Contracting Parties

Party #1:

Appanoose County Conservation Board, 25100 520<sup>th</sup> St. Centerville, IA 52544

Party #2

Wayne County Conservation Board, 2301 Bob White Road, Allerton, IA 50008

### II. Statement Purpose

Whereas both conservation boards wish to provide improved environmental education services to the citizens of their counties. Therefore, the Appanoose County Conservation Board and the Wayne County Conservation Board have entered into this contract to share the employment of a Naturalist to work in both counties. This Naturalist shall work 4/5 time in Appanoose County and 1/5 time in Wayne County.

### III. Contract Termination:

#### Termination of Contract:

Either party may, with 90 days written notice, terminate this contract in whole or in part at any time because of a shortage of operating funds, dissatisfaction of service or other just cause.

### IV. Contract Responsibilities

1. The Appanoose County Conservation Board will provide office space for the Naturalist in its office at Sharon Bluffs State Park. A Desk, Computer, and other equipment shall also be provided by Appanoose County Conservation.
2. Each County will provide a Vehicle or mileage reimbursement determined by the county auditor for the Naturalist when working in their respective counties.
3. Each county will provide office supplies as needed while working in their respective counties. These shall include such things as paper, pens, pencils, copy machine, land line telephone, general office supplies, etc.
4. The Naturalist will be an employee of the Appanoose County Conservation Board and will receive benefits as an Appanoose County Conservation Board employee as set forth by the Appanoose County Board of Supervisors.

V. Payment for Services:

Wayne County will pay the naturalist 1/5 of the salary and the associated benefits and Appanoose County will pay 4/5 of the salary and the associated benefits.

VI. Terms of Contract:

This Contract is to begin July 1<sup>st</sup>, 2020 and shall terminate June 30, 2021.

VII. Miscellaneous

1. Travel and lodging to and from training, workshops and conferences will be split 4/5 Appanoose and 1/5 Wayne County. Rates of reimbursement will be the same as Appanoose County Employees or as mutually agreed upon by both counties. Meals at Training, workshops and conferences will be split 4/5 Appanoose and 1/5 Wayne. Meal reimbursement subject to Wayne County Employee handbook and policy manual, or as mutually agreed upon by both counties.
2. Equipment, programs and facilities, etc. may be shared between both counties.
3. Any Uniform and clothing costs will be negotiated by the Conservation Board Directors.
4. Any unforeseen issues/costs shall be negotiated between the two conservation boards or their Directors for resolution.

VIII. Compliance with Laws and Regulations:

All Parties shall comply with all applicable State and Federal laws, Rules Ordinances, regulations and orders, including, but not limited to, Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41CFR chapter 60). Performing party shall comply with the provisions of federal, state, and local laws, rules, and executive orders to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. A breach of these provisions shall be considered a material breach of this contract.

IX. Compliance with Awarding Agency Requirements and Regulations:

All parties shall comply with all applicable awarding agency requirements and regulations pertaining to reporting, patent rights with respect to and discovery of invention which arises of is developed in the course of the contract, and copy rights and rights in data.

X. Access to Records

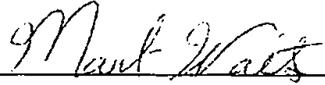
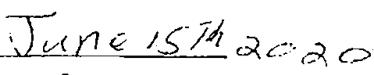
Both Parties shall keep accurate records of mileage, payments, purchases, etc. and shall allow the auditor of each county to inspect these records upon request.

XI. Record Retention

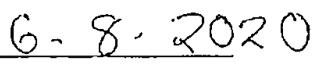
All records by both parties shall be retained for a period of five (5) years following the date of final payment or completion of any required audit, whichever is later.

The Undersigned Parties bind themselves to the faithful performance of this Contract.

Appanoose County Conservation Board

 \_\_\_\_\_   
Chairman Date

Wayne County Conservation Board

 \_\_\_\_\_   
Chairman Date

July 2014

**IOWA DEPARTMENT OF TRANSPORTATION  
Preconstruction Agreement  
For Primary Road Project**

County	<u>Appanoose</u>
Project No.	<u>STPN-202-1(5)-2J-26</u>
Iowa DOT	
Agreement No.	<u>2020-C-115</u>
Staff Action No.	<u>N/A</u>

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Appanoose, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to Iowa 202 within Appanoose County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

**1. Project Information**

- a. The DOT will design, let, and inspect construction of the following described project in accordance with the project plans and DOT standard specifications:

Pipe culverts along Iowa 202 from the Missouri State Line to Iowa 2. See Exhibit A for location.

**2. Project Costs**

- a. The DOT will bear all costs except those allocated to the LPA under other terms of this Agreement.

**3. Traffic Control**

- a. The DOT will temporarily close the highway project area by formal action in accord with Iowa Code section 306.41. Iowa 202 through-traffic will be detoured off of the project. The LPA will authorize the DOT to erect and maintain signs within its jurisdiction, consistent with Part 6 of the "Manual on Uniform Traffic Control Devices", as necessary to direct traffic to and along said detour route during the construction period. The DOT will also remove said signs when the detour is discontinued. Details will be shown on the traffic control sheet(s) within the project plans. A separate detour agreement will be negotiated and the LPA will be eligible for compensation for the detour in accordance with the DOT Detour Policy.
- b. If it becomes necessary to temporarily close LPA side roads during construction, the DOT will furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the project also at no expense or obligation to the LPA. The DOT will work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project related LPA road closures will be the responsibility of the LPA all at no expense or obligation to the DOT.

- c. If this project causes the temporary closure of a road during construction, the DOT shall meet with the LPA to determine whether said closure(s) will cause increased traffic on other LPA roads. The DOT and the LPA shall determine a plan, and the costs thereof, for the LPA to perform dust control on said LPA roads with increased traffic, should dust control become necessary. In that event, the LPA shall inform the DOT prior to performing said dust control. The DOT shall reimburse the LPA for the cost of said dust control measures following the receipt of a bill for the agreed upon costs (see Iowa Code section 313.4 subsection 1.b.).

**4. Right of Way and Permits**

- a. The DOT will be responsible for the coordination of utility facility adjustments for the primary road project.

**5. Construction & Maintenance**

- a. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
- b. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in Instructional Memorandum 7.110.

**6. General Provisions**

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.
- b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both parties that no third party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.

July 2014

- f. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

July 2014

**IN WITNESS WHEREOF**, each of the parties hereto has executed Agreement No. 2020-C-115 as of the date shown opposite its signature below.

**BOARD OF SUPERVISORS OF APPANOOSE COUNTY:**

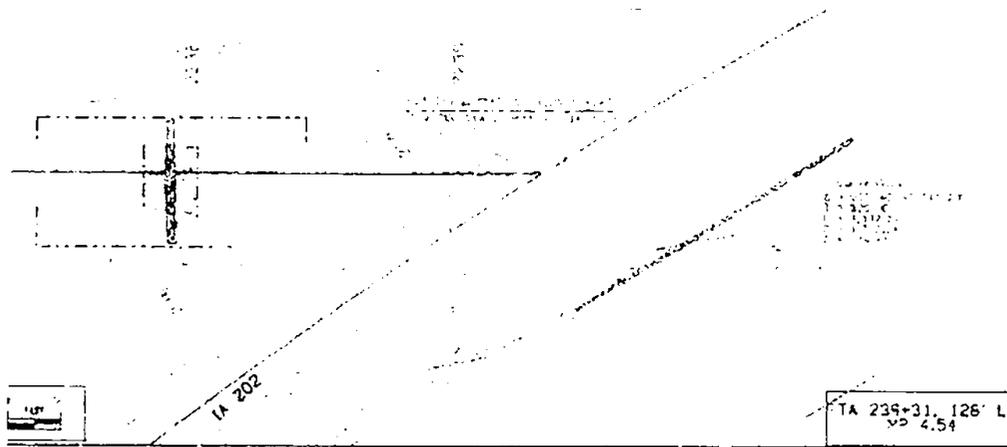
By: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_.  
Chairperson

ATTEST:

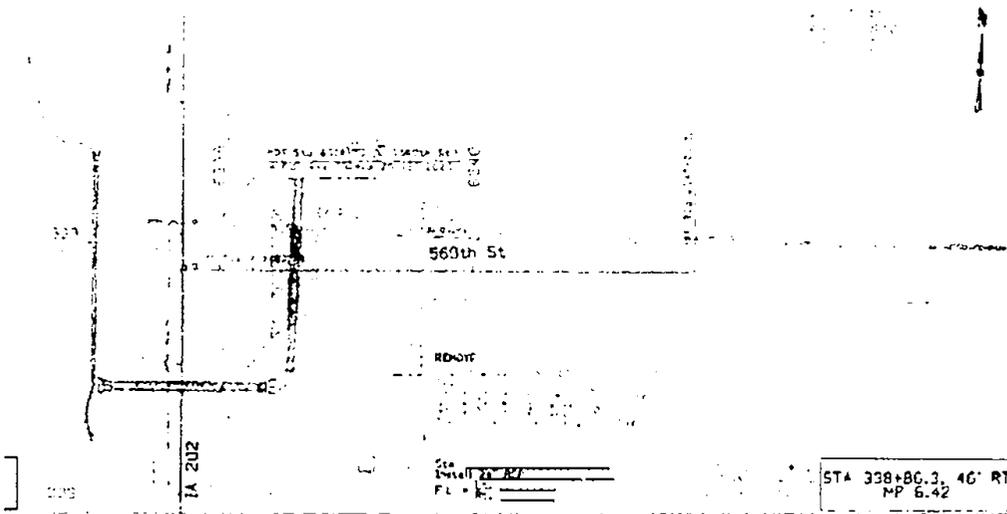
By: \_\_\_\_\_  
County Auditor

**IOWA DEPARTMENT OF TRANSPORTATION:**

By: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_.  
James Armstrong  
District Engineer  
District 5



326<sup>th</sup> – Cut and Cover



560<sup>th</sup> – Cut and Cover