

OFFICE OF THE

Appanoose County Auditor

KELLY HOWARD

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

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Meeting Agenda
October 5, 2020

The Appanoose County Board of Supervisors will meet Monday, October 5, 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 September 21, 2020 meeting
4. Approve reports: 10/2 payroll, Sheriff Quarterly Report, Franklin, Lincoln, Pleasant, Udell and Washington Township Financial Reports
5. Approve bills
6. Chariton Valley Regional Housing Trust Fund: Funding request
7. Approve hiring Deputy Sheriff: Anthony Salato
8. Approve Bond to Insure Against Double Payment: Sheryl Currier & Lexis Nexis
9. Approve 28E Agreement Between City & County for Public Safety Center
10. Accept Compensation Board Resignation & Approve Appointment
11. Accept Conservation Board Resignation & Approve Appointment
12. 9:15 AM Public Hearing LOSST Ordinance
 - a. Approve Resolution canvassing results of a special proposition to impose a one percent (1%) local option sales and service tax
 - b. Approve Resolution canvassing results of a special proposition to change the use of the current one percent (1%) local option sales and services tax
 - c. Consideration of Ordinance establishing a Local Option Sales and Services Tax applicable to transactions within the unincorporated areas of Appanoose County, Iowa
13. John Hansen
 - a. Approve revised contract: Rick Weidner, AIA
 - b. Approve revised contract: Midwest Construction
14. Joseph Burg: Conservation Director
15. Approve 2020 Business Property Tax Credit Applications
16. Approve Cost Allocation Plan: DHS Local Administrative Expenses
17. County Engineer Report
18. Public Comments
19. Adjourn

Posted 10/1/2020

September 21, 2020

Appanoose County Board of Supervisors met in regular session September 21, 2020 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Linda Demry, Chairwoman, Neal Smith and Mark McGill, Boardmembers. Absent: none.

Meeting started with the Pledge.

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

Smith motioned to approve the minutes from the September 8, 2020 meeting. Seconded by McGill. All voted aye.

Smith motioned to approve 9/11 payroll, August Prisoner Room & Board, and Chariton Township Financial Report. Seconded by McGill. All voted aye.

McGill questioned County Engineer Brad Skinner about Rainbow Oil and Interstate Batteries. McGill requested specs and questioned why we aren't using local suppliers. McGill motioned to approve the bills. Seconded by Smith. All voted aye.

Agriland FS	Engineering Services	14106.38
Albia PreK & Daycare	Community Support Program	1893.10
Alliant	Gas & Heat	1342.22
Amazon	Law Enf. Equip & Weapons	94.14
Amer Home Fdg	Juvenile Detention & Shel	699.75
App Co Bd Supvrs	Contrib. & Purchase Serv	3797.60
App Co ISU Ext	Community Support Program	2188.41
Sec Rds	Park Maint. & Supplies	944.90
Serv Agency	Salary-Regular Employees	2982.39
Aramark	Engineering Services	94.28
B&T Eng	Park Maint. & Supplies	910.13
Bailey Off	Off. Supplies & Forms	52.25
L Ballanger	Election Official Comp	255.80
Banleaco	Off. Equip Repair & Maint	312.11
Bar Diamond Farms	Engineering Services	1731.61
M Benjamin	Election Official Comp	217.80
C Bradley	Election Official Comp	20.00
L Bradley	Election Official Comp	20.00
Bratz Oil	Engineering Services	1270.59
C-D Supply	Custodial Supplies	88.22
Cantera Aggregates	Engineering Services	31689.33
Capital Sanitary Supply	Contrib. & Purchase Serv	27999.92
Card Services	Park Maint. & Supplies	121.03
CarQuest	Park Maint. & Supplies	16.82
Cville Wtrwks	Water & Sewer	71.76
C'ville Produce & Feed	Park Maint. & Supplies	141.71
Central IA Det	Juvenile Detention & Shel	15.00
Central IA Distributing	Park Maint. & Supplies	321.00
Central IA Fasteners	Engineering Services	23.50
Chariton Valley Elec	Engineering Services	362.07
City Cville	Salary-Regular Employees	5087.93
City of Plano	Maintenance Contract	262.53
City of Unionville	Maintenance Contract	225.88
Ted Clark Plumbing	Jail Equip. & Furniture	990.00
Clark's Auto Rpr	Engineering Services	127.31
CocoBeen Reptiles & Feeders	Park Maint. & Supplies	82.50
J Cohrs	Mileage & Transp. Expense	9.68
L Coltrain	Election Official Comp	216.00
M Conkity	Election Official Comp	238.14

C Cossolotto	Election Official Comp	163.15
K Cossolotto	Election Official Comp	211.70
S Cossolotto	Election Official Comp	180.00
K Cridlebaugh	Election Official Comp	180.00
Davis Co ISU Ext	Community Support Program	292.23
Davis Co Sheriff	Medical & Health Services	10757.74
Diamond Mowers	Engineering Services	255.78
C Dixon	Election Official Comp	200.00
Eastern IA Tire	Engineering Services	17.50
R Eggerman	Election Official Comp	160.00
Emerg Planning & Consulting	Construction & Maint.	5600.00
Ervin Masonry	Land	490.00
Finish Line	Fuels	561.66
Fogle TV	Building Repair & Maintce	658.30
S Golic	Election Official Comp	163.15
Government Forms & Supplies	Off. Supplies & Forms	199.00
PJ Greufe	Health Insurance	1500.00
Hartland Bobcat Services	Park Maint. & Supplies	1299.23
C Havens	Election Official Comp	178.00
J Havens	Election Official Comp	166.75
Hills San	Park Maint. & Supplies	444.00
Hoffman Stump Grinding	Park Maint. & Supplies	300.00
Kelly Howard	Mileage & Transp. Expense	23.85
M A Hurley	Election Official Comp	160.00
Hy-Vee	Food Preparation Service	5158.95
Independent Salt	Engineering Services	1864.63
Interstate Batt	Engineering Services	502.80
IA Prison Industries	Building Repair & Maintce	437.80
IA ME	Medical & Health Services	1900.00
ISAA	Educational & Train.Serv.	500.00
J Jay	Election Official Comp	193.50
B Kauzlarich	Election Official Comp	160.00
Kids World	Community Support Program	568.40
Kimball	Engineering Services	599.68
Kinetic Edge	Educational & Train.Serv.	300.00
L&W Quarries	Engineering Services	1845.16
Lange FH	Funeral Services	900.00
S Larson	Election Official Comp	184.05
J Lasley	Educational & Train.Serv.	49.44
K Laurson	Medical Supplies	558.45
Lee Co Hlth	Community Support Program	39.33
LexisNexis	Dues & Memberships	100.00
Lockridge	Park Maint. & Supplies	69.18
The Machinery Barn	Park Maint. & Supplies	328.21
Marion Co Pub Hlth	Community Support Program	52.95
Louise McBain	Election Official Comp	169.00
Midwest Wheel	Engineering Services	171.16
P Mitchell	Election Official Comp	180.00
MMIT	Off. Supplies & Forms	85.47
MMIT	Off. Equip Repair & Maint	82.55
Monroe Pub Hlth	Community Support Program	6456.09
Monroe Co ISU Ext	Community Support Program	606.71
Moravia Union	Typing-Print.-Bind.Serv.	600.48
D Moritz	Election Official Comp	180.00
G Moritz	Election Official Comp	160.00
P Morrow	Election Official Comp	20.00
NAPA	Engineering Services	269.40

Natel	Telephone & Telegr.Serv.	1105.42
O'Reilly	Engineering Services	420.57
G Odgen	Election Official Comp	169.90
Orchard Pl	Community Support Program	1696.42
Ottumwa Printing	Off. Supplies & Forms	700.57
Pattison Sand	Engineering Services	3033.36
Polk Co Treas	Medical & Health Services	2839.58
Prof Rescue	Construction & Maint.	4000.00
Quill	Off. Supplies & Forms	92.35
Rainbo Oil	Engineering Services	2472.47
RRWA	Water & Sewer	147.40
L Ray	Election Official Comp	160.00
RICOH	Off. Supplies & Forms	23.32
River Hills	Medical & Health Services	130.00
L RUTHERFORD	Election Official Comp	160.00
SCICAP	Community Support Program	15968.50
Seymour Herald	Off. Supplies & Forms	72.00
Solutions	Off. Equip Repair & Maint	1019.00
So IA Gutters	Land	368.00
E Spencer	Election Official Comp	170.80
M Stickler	Election Official Comp	189.00
D Sturms	Mileage & Transp. Expense	526.55
Thomas Funeral Home	Funeral Services	900.00
D Thomas	Election Official Comp	166.30
J Thompson	Election Official Comp	160.00
Tri-County Fire Equip	Park Maint. & Supplies	499.00
R Tisue	Mileage & Transp. Expense	68.22
UnityPoint	Engineering Services	168.00
US Bank	Engineering Services	719.09
US Cellular	Telephone & Telegr.Serv.	471.39
USPS	Postage & Mailing	2500.00
Walmart	Jail Equip. & Furniture	231.43
Watson & Ryan	Legal & Ct-Related Serv.	2400.00
Wayne Co Sheriff	Food Preparation Service	540.00
Wex Bank	Mileage & Transp. Expense	154.16
P White	Election Official Comp	169.00
C Wilson	Election Official Comp	180.00
Windstream	Telephone & Telegr.Serv.	682.84
911 Custom, LLC	Law Enf. Equip & Weapons	135.00
Grand Total		196088.86

Smith motioned to approve Cheb's Liquor Licenses. Seconded by McGill. All voted aye.

McGill motioned to approve hiring Joseph Burg as Conservation Director effective September 29th with a starting wage of \$45,000. Seconded by Smith. All voted aye.

Demry stated the city's attorney, Mike Craver, hadn't had a chance to look at the 28E Agreement. Smith motioned to table the 28E Agreement between the City of Centerville and Appanoose County. Seconded by McGill. All voted aye.

McGill motioned to set the public hearing for the LOSST Ordinance for 10/5/2020 at 9:15 A.M. Seconded by Smith. All voted aye.

FYI-MMP Parks Finishing C8 submitted a report.

Smith motioned to approve Resolution 2020-24. Seconded by McGill. All voted aye.

RESOLUTION #2020-24 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 \$197,109.50 is ordered to be transferred from the Rural Services Fund to the Secondary Road Fund, effective 09-21-2020.

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 09-21-2020 the vote being as follows:

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

Attest:/s/ Kelly Howard, County Auditor

Skinner provided an update to the Board. They should be finished reshaping roads this week. There are roads by the quarries that need to be reshaped still but that will only be ½ mile at a time. They are working on a grant application that provides federal funds to bridge projects. He is applying for a bridge on 200th Avenue. It is an estimated million-dollar project.

McGill motioned to open the public hearing for the Oaks Road Subdivision Final Plat 4 at 9:16 A.M. Seconded by Smith. All voted aye. There were no public comments. Smith motioned to close the public hearing at 9:17 A.M. Seconded by McGill. All voted aye.

Smith motioned to approve Resolution 2020-25. Seconded by Demry. Demry and Smith voted aye. McGill voted nay.

RESOLUTION NO. 2020-25
RESOLUTION APPROVING FINAL PLAT
OF OAKS ROAD SUBDIVISION – PLAT 4

WHEREAS, the final plat and accompanying materials for Oaks Road Subdivision-Plat 4 have been filed with the Appanoose County Auditor; and

WHEREAS, the plat of Oaks Road Subdivision – Plat 4 as filed is found to be correct and complies in all respects with the requirements of the Appanoose County and the laws of the State of Iowa;

WHEREAS, Leonard James Tomash and Kimberlee J. Tomash, as owners and proprietors, seek final approval of the Plat.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF APPANOOSE COUNTY, IOWA, that the plat of Oaks Road Subdivision – Plat 4 is hereby approved and accepted by the Board of Supervisors of Appanoose County, Iowa.

BE IT FURTHER RESOLVED THAT THE Appanoose County Auditor is authorized and directed to file the final plat of Oaks Road Subdivision – Plat 4, as well as any other documents related thereto, with the Appanoose County Recorder.

Passed and approved this 21st day of September, 2020.

/s/ Linda Demry, Chairwoman of the Board of Supervisors

Attest:Kelly Howard, Appanoose County Auditor

Smith motioned to approve purchasing the Kenworth Dump Truck. Seconded by McGill. All voted aye.

CDS Coordinator, Stephanie Koch, provided an update to the board. HIPAA training will be 9/23 as well as the Governing Board meeting. Adult Advisory is 10/1 in Ottumwa. There will be CIT Training at IHCC 10/12-10/16. She will be conducting C3 Training 10/14. She has been helping residents with Social Security benefits and getting them in touch with their Medicaid case managers. Finally, the Region has funds for COVID related expenses.

Public comments: none.

Smith asked Skinner about the railroad crossing in Mystic. Skinner stated they are doing a core test to see how much material is present. Smith also questioned the shoulders. Skinner stated that is on the top of the list of things to do.

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

The Board adjourned to meet at the call of the Auditor at 9:31 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

APPANOOSE COUNTY SHERIFF

Treasurer Report

07/01/2020 thru 09/30/2020

	Beginning Running Balance	11,789.59
SEP	Credits (Deposits)	22,019.97
	Debits (Withdraws)	7,731.24
	Voided CK Outside Date Parameter Redeposited	1,397.68
	Ending Running Balance	\$27,476.00

Receipt Details - Collected during date range

BANK FEE	30.00
CANCEL FEE	50.00
CL-CINCINNATI	300.00
CL-MYSTIC	300.00
CL-NUMA	200.00
COPIES_CV	54.50
DL-COUNTY	4.00
DL-DOT	11.00
DVD/CD	50.00
EXECUTION	60.00
INTEREST	1.43
JAIL PHONES	1,739.09
JAIL REIMBURSE	260.00
LATE FEE	25.00
MAIL	25.00
MILEAGE	1,023.48
PROCESS NOTICE	570.00
PUBLICATION	182.00
REFUND	71.07
SALE	150.00
SERVICE FEES	3,730.00
SEX OFFEND REG	100.00
SHERIFF'S DEED	100.00
TRUST FUND	7,658.40
WP-ACQUIRE	325.00
WP-COUNTY	4,000.00
WP-DPS	1,000.00

Receipts Posted by Date Paid:	22,019.97
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:	22,019.97

Payout Information:

Monthly Starting Balance:	11,789.59
Receipts deposited this date range:	22,019.97
Voided CK Outside Date Parameter Redeposited :	1,397.68
Total to Account For:	35,207.24
Disbursements Made This Date Range:	-7,731.24

Funds to be paid to County Treasurer: Should Match Checkbook

CANCEL FEE	50.00
CL-CINCINNATI	300.00
CL-MYSTIC	300.00
CL-NUMA	200.00
COPIES_CV	54.50
DL-COUNTY	4.00
DVD/CD	50.00
EXECUTION	60.00
INTEREST	2.98
JAIL PHONES	1,739.09
JAIL REIMBURSE	260.00
LATE FEE	25.00
MAIL	25.00
MILEAGE	1,023.48
PROCESS NOTICE	570.00
SALE	150.00
SERVICE FEES	3,730.00
SEX OFFEND REG	100.00
SHERIFF'S DEED	100.00
WP-ACQUIRE	325.00
WP-COUNTY	4,000.00

Total fees Due to County Treasurer:	13,069.05
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Other Funds in Checkbook:

DL-DOT	11.00
REFUND	0.00
TRUST FUND	14,040.95
WP-DPS	355.00

Total Other Funds in Checkbook: 14,406.95

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 9/30/2020

 _____

Prepared by: *CK*

Appanoose COUNTY, Franklin TOWNSHIP

SUMMARY STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2019 thru June 30, 2020

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

1	SUMMARY	TOWNSHIP FUNDS						TOTAL
		Cemetery	Fire	Misc.				
2	BEGINNING FUND BALANCE JULY 1, <u>2019</u>	(241.04)	1555.99	11,325.36				12,640.31
	add (+)							
3	TOTAL REVENUE	0	10,039.29	12.07				10,051.36
	less (-)							
4	TOTAL DISBURSEMENTS	(3060.00)	(6818.19)	(1413.28)				(11,291.46)
	equals (=)							
5	ENDING FUND BALANCE JUNE 30, <u>2020</u>	(3301.04)	4777.10	9924.15				11,400.21
6	PUBLIC DEBT BALANCES AT YEAR END	—	—	—				
7	RESERVE FUND BALANCES AT YEAR END	(3301.04)	4777.10	9924.15				11,400.21

CERTIFICATION

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

Judy Wooton
Township Clerk

9-27-2020
Date

[Signature]
[Signature]
[Signature]
Township Trustees

Appanoose COUNTY, 7-1-19 to 6-30-20
18-19 to Franklin

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS
Fiscal Year July 1, 2019 thru June 30, 2020

STATEMENT OF DISBURSEMENTS (continued) 1 of 1		TOWNSHIP FUNDS					TOTAL
		Cemetery	Fire	Misc			
DATE	DISBURSEMENTS DURING FISCAL YEAR						
8-20-19	Chariton Valley El Coop			35.00			35.00
	Selix Lawn	510.00					510.00
9-29-19	Selix Lawn	510.00					510.00
	Chariton Valley El Coop			35.00			35.00
10-10-19	Selix Lawn	255.00					255.00
	Chariton Valley El Coop			35.10			35.10
11-15-19	Chariton Valley El Coop			35.00			35.00
11-22-19	Selix Lawn	510.00					510.00
12-26-19	Chariton Valley El Coop			35.00			35.00
	City of Sumner - Fire		2252.80				2252.80
	Cape Mankin Fire Dept		1168.53				1168.53
2-3-20	Chariton Valley El Coop			35.30			35.30
	Franklin Farmhands 4H			275.00			275.00
2-14-20	EMG Insurance			716.00			716.00
	Chariton Valley El Coop			35.10			35.10
3-16-20	Chariton Valley El Coop			35.10			35.10
4-28-20	Chariton Valley El Coop			35.00			35.00
5-21-20	Chariton Valley El Coop			35.00			35.00
	Selix Lawn	510.00					510.00
7-24-19	Chariton Valley El Coop			35.00			35.00
	Selix Lawn	765.00					765.00
	MFA -			25.68			25.68
7-25	Sumner Post Office			11.00			11.00
7-31	Sumner Fire		2783.38				2783.38
	Cincy Fire		613.47				613.47
TOTAL THIS PAGE		2295.00	3421.33	1341.60			7057.93
		2060.00	6818.18	1413.28			11291.46

Appanoose COUNTY, Lincoln TOWNSHIP

SUMMARY STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2019 thru June 30, 2020

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

1	SUMMARY	TOWNSHIP FUNDS					TOTAL
			Fire	Interest	Cemetery	Postage P.O.	
2	BEGINNING FUND BALANCE JULY 1, <u>2019</u>	14042.82			14042.82		14042.82
3	add (+) TOTAL REVENUE	12297.90	6399.34	1.14	5897.42		12297.90
4	less (-) TOTAL DISBURSEMENTS	13004.05	7219.05		5185.00	—	13004.05
5	equals (=) ENDING FUND BALANCE JUNE 30, <u>2020</u>	13336.67					13336.67
6	PUBLIC DEBT BALANCES AT YEAR END						
7	RESERVE FUND BALANCES AT YEAR END						

CERTIFICATION

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

Sandra Banks
Township Clerk

9-23-20
Date

John A. Dulce
Terry Solis
Ray Fulmer
Township Trustees

Appanoose COUNTY,

Leicester

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2019 thru June 30, 2020

1	STATEMENT OF DISBURSEMENTS		TOWNSHIP FUNDS				TOTAL	
			3 location Mow	Jerome	Seymour Fire	Post Office		
2	DISBURSEMENTS DURING FISCAL YEAR							
3	DATE							
4	7-18	Jon Davis	330.-				330.-	
5	8-16	Jon Davis	330.-				330.-	
6	10-2	Blair Jerome		4000.-			4000.-	
7	11-18	Jon Davis	660.-				660.-	
8	12-16	Seymour Fire Dept			3243.47		3243.47	
9								
10								
11								
12	6-2	Jon Davis	465.-				465.-	
13	6-8	Seymour Fire Dept			3975.28		3975.28	
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31							13004.05	
32	TOTAL DISBURSEMENTS FROM THIS PAGE							
33	TOTAL DISBURSEMENTS FROM ATTACHED PAGES							
34	TOTAL DISBURSEMENTS FOR YEAR		1785.00	4000.-	7219.05		13004.05	
35	ENDING FUND BALANCE 06/30/ _____		+ Cash on hand					
36			+ Checking					13336.69
37			+ Savings					
38			+ Other					
39			= Total					26340.72
40	TOTAL TO BE ACCOUNTED FOR Total Disbursements+Ending Balance (must=Page R1 line 40)							

2019

2020

Appanoose COUNTY, Pleasant TOWNSHIP

SUMMARY STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2019 thru June 30, 2020

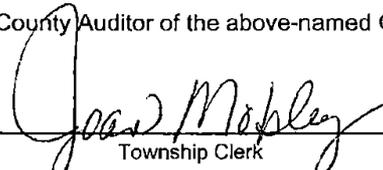
Code of Iowa 359.23 Receipts and Expenditures - Annual Statement Each township clerk shall prepare, on or before September 30 of each year, a statement in writing, showing all receipts of money and disbursements in the clerk's office for each separate tax levy authorized by law for the preceding fiscal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

APPANOOSE COUNTY AUDITOR
 RECEIVED
 2020 SEP 11 9:52 AM

1	SUMMARY	TOWNSHIP FUNDS					TOTAL
		01 Cemetery	07 Fire	09 Spec Cemetery			
2	BEGINNING FUND BALANCE JULY 1, <u>2019</u>	17,624.33	∅	1724.20			17,748.53
3	add (+) TOTAL REVENUE	5648.23	6418.66	∅			12,066.89
4	less (-) TOTAL DISBURSEMENTS	3960.00	6418.66	∅			10,378.66
5	equals (=) ENDING FUND BALANCE JUNE 30, <u>2020</u>	19,312.56	∅	1724.20			21,036.76
6	PUBLIC DEBT BALANCES AT YEAR END						
7	RESERVE FUND BALANCES AT YEAR END						

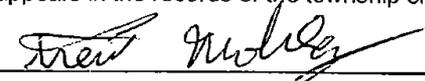
CERTIFICATION

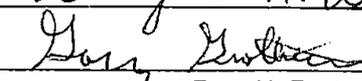
To the County Auditor of the above-named County: We hereby certify that the above statements are correct as appears in the records of the township clerk.



 Township Clerk
9-22-2020

 Date





 Township Trustees

Appanoose COUNTY, Plains

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 19 thru June 30, 20

1	STATEMENT OF DISBURSEMENTS		TOWNSHIP FUNDS					TOTAL
			01 Cemetery	07 Fire	09 Spec Cemetery			
2								
3	DATE	DISBURSEMENTS DURING FISCAL YEAR						
4	7-2-19	Wright Pool + Truck Mgmt	330.00					330.00
5	7-11-19	Wright Pool + Truck Mgmt	330.00					330.00
6	7-26-19	Wright Pool + Truck Mgmt	330.00					330.00
7	10-3-19	Wright Pool + Truck Mgmt	330.00					330.00
8	10-15-19	Wright Pool + Truck Mgmt	330.00					330.00
9	10-18-19	Wright Pool + Truck Mgmt	330.00					330.00
10	11-5-19	Wright Pool + Truck Mgmt	330.00					330.00
11	4-17-20	Wright Pool + Truck Mgmt	330.00					330.00
12	5-3-20	Wright Pool + Truck Mgmt	330.00					330.00
13	5-20-20	Wright Pool + Truck Mgmt	330.00					330.00
14	5-31-20	Wright Pool + Truck Mgmt	330.00					330.00
15	6-15-20	Wright Pool + Truck Mgmt	330.00					330.00
16	6-30-20	Cincinnati Fire Dept.		6418.66				6418.66
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32	TOTAL DISBURSEMENTS FROM THIS PAGE		3960.00	6418.66	0			10,378.66
33	TOTAL DISBURSEMENTS FROM ATTACHED PAGES							
34	TOTAL DISBURSEMENTS FOR YEAR							
35	ENDING FUND BALANCE 06/30/ _____	+ Cash on hand						
36		+ Checking	19,312.56	6418.66	1724.20			27,455.42
37		+ Savings						
38		+ Other						
39		= Total						
40	TOTAL TO BE ACCOUNTED FOR		23,272.56	6418.66	1724.20			31,415.42
	Total Disbursements+Ending Balance (must=Page R1 line 40)							

Appanoose COUNTY, Udell TOWNSHIP

SUMMARY STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2019 thru June 30, 2020

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

SUMMARY	TOWNSHIP FUNDS						TOTAL
	General	Fire	Cemetery	Veteran Graves	Perpetual Fund		
1 BEGINNING FUND BALANCE JULY 1, <u>2019</u> add (+)	615.04	0	0	0	0		615.04
2 TOTAL REVENUE less (-)	224.85	9,875.88	5,925.59	368.00	4.21		16,173.68
3 TOTAL DISBURSEMENTS equals (=)	25.00	9,875.88	5,711.66	368.00	4.21		15,984.75
4 ENDING FUND BALANCE JUNE 30, <u>2020</u>	814.89	0	213.93	0	0		6,028.82
5 PUBLIC DEBT BALANCES AT YEAR END							
6 RESERVE FUND BALANCES AT YEAR END							

CERTIFICATION

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

David B. Zimmer
Township Clerk

9-30-2020
Date

[Signature]
Township Trustees

APPANOOSE CO. AUDITOR
CENTERVILLE, IOWA

2020 SEP 30 PM 1:24

FILED

Appanoose COUNTY,

Udell

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2019 thru June 30, 2020

1 STATEMENT OF RECEIPTS		TOWNSHIP FUNDS					TOTAL	
		General	Fire	Cemetery	Veteran Graves	Perpetual Fund		
2								
3	+ Cash on hand	615.04	0	0	0	0	615.04	
4	BEGINNING FUND BALANCE							
5	07/01/ <u>2019</u>							
6	+ Checking							
7	+ Savings							
8	+ Other							
9	= Total							
8	DATE	RECEIPTS DURING FISCAL YEAR						
9	07-16-2019	Appanoose Co. Auditor				3.00	3.00	
10	07-15-19	Appanoose Co. Trea.	197.52	118.47			315.99	
11	09-15-19	Appanoose Co. Trea.	1,315.99	789.70			2,105.69	
12	10-07-19	Appanoose Co. Auditor				1.21	1.21	
13	10-15-19	Appanoose Co. Trea.	3,424.69	2,054.83			5,479.52	
14	11-15-19	Appanoose Co. Trea.	576.40	345.85			922.25	
15	12-13-19	Appanoose Co. Trea.	214.74	128.84			343.58	
16	01-15-20	Appanoose Co. Trea.	215.25	129.10			344.35	
17	02-14-20	Appanoose Co. Trea.	11.84	7.10			18.94	
18	02-25-20	Appanoose Co. Auditor			368.00		368.00	
19	03-15-20	Appanoose Co. Trea.	472.65	283.59			756.24	
20	04-15-20	Appanoose Co. Trea.	2,636.47	1,581.91			4,218.38	
21	05-15-20	Appanoose Co. Trea.	673.37	404.01			1,077.38	
22	06-15-20	Appanoose Co. Trea.	136.96	82.19			219.15	
23	06-30-20	Transfer Fire to General Fund	224.85				224.85	
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34								
35								
36								
37	TOTAL REVENUE FROM THIS PAGE		839.89	9,875.88	5,925.59	368.00	4.21	17,013.57
38	TOTAL REVENUE FROM ATTACHED PAGES							
39	TOTAL REVENUE FOR YEAR			9,875.88	5,925.59	368.00	4.21	16,173.68
40	TOTAL TO BE ACCOUNTED FOR (Beginning Balance + Total Revenue)		839.89	9,875.88	5,925.59	368.00	4.21	17,013.57

Appanoose COUNTY,

Udell

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2019 thru June 30, 2020

1	STATEMENT OF DISBURSEMENTS	TOWNSHIP FUNDS					TOTAL	
		General	Fire	Cemetery	Veteran Graves	Perpetual Fund		
2								
3	DATE DISBURSEMENTS DURING FISCAL YEAR							
4	12-16-2019 Moulton Fire Dept.		5,729.34				5,729.34	
5	12-16-19 Eaton Cemetery			1,512.58		1.50	1,514.08	
6	12-16-19 Fairview Cemetery			687.54			687.54	
7	12-16-19 Taylor Cemetery			1,065.68		1.21	1,066.89	
8	12-16-19 Unionville Cemetery			171.89		1.50	173.39	
9	04-16-20 Moulton Fire Dept.		3,336.21				3,336.21	
10	04-16-20 Eaton Cemetery			880.75	78.00		958.75	
11	04-16-20 Fairview Cemetery			400.34	134.00		534.34	
12	04-16-20 Taylor Cemetery			620.53	156.00		776.53	
13	04-16-20 Unionville Cemetery			100.08			100.08	
14	06-30-20 Harland Check	25.00					25.00	
15	06-21-20 Fairview Cemetery			97.24			97.24	
16	06-21-20 Taylor Cemetery			150.72			150.72	
17	06-21-20 Unionville Cemetery			24.31			24.31	
18	06-22-20 Moulton Fire Dept.		585.48				585.48	
19	06-30-20 Transfer Fire Fund to General		224.85				224.85	
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32	TOTAL DISBURSEMENTS FROM THIS PAGE	25.00	9,875.88	5,711.66	368.00	4.21	15,984.75	
33	TOTAL DISBURSEMENTS FROM ATTACHED PAGES							
34	TOTAL DISBURSEMENTS FOR YEAR	25.00	9,875.88	5,711.66	368.00	4.21	15,984.75	
35	ENDING FUND BALANCE 06/30/ <u>2020</u>	+ Cash on-hand						
36		+ Checking						
37		+ Savings						
38		+ Other	814.89	0	213.93	0	0	1,028.82
39		= Total						
40	TOTAL TO BE ACCOUNTED FOR Total Disbursements+Ending Balance (must=Page R1 line 40)	839.89	9,875.88	5,925.59	368.00	4.21	17,013.57	

APPANOOSE COUNTY, WASHINGTON TOWNSHIP

SUMMARY STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2019 thru June 30, 2020

APPANOOSE COUNTY AUDITOR
 CENTENNIAL, IOWA
 2020 SEP 08 AM 10:24
 FILED

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

SUMMARY		TOWNSHIP FUNDS						TOTAL
		CEM	FIRE	CD INTEREST	VET P/W/E CARE			
1								
2	BEGINNING FUND BALANCE JULY 1, <u>2019</u> add (+)							42995.62
3	TOTAL REVENUE less (-)	13152.93	7050.30	291.78	440. ⁰⁰			20935.01
4	TOTAL DISBURSEMENTS equals (=)	17142.00	10173.28					27265.28
5	ENDING FUND BALANCE JUNE 30, <u>2020</u>							36665.35
6	PUBLIC DEBT BALANCES AT YEAR END							
7	RESERVE FUND BALANCES AT YEAR END							

CERTIFICATION

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

Jerald Lawson
Township Clerk
9-20-2020
Date

x Rex D. Jones
x Byron E. Galt
x Yuan Bryant
Township Trustees



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

September 29, 2020

Appanoose County Board of Supervisors
Appanoose County Courthouse
Centerville, Iowa 52544

Dear Appanoose County Board of Supervisors,

I would request that the appointment of Anthony Salato, effective October 1, 2020 be approved for the position of Deputy Sheriff. Salato's appointment will fill a vacancy that is currently open within the Deputy Patrol Division.

Mr. Salato has completed the required Civil Service testing and the pre-employment physical screening.

As a courtesy, I would ask for your approval of this appointment.

Sincerely;

Gary D. Anderson
Sheriff



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

September 29, 2020

Kelly Howard
Appanoose County Auditor
Appanoose County Courthouse
Centerville, IA 52544

Re: Anthony Salato

Dear Kelly;

Contingent upon the Board of Supervisors approval, I will be appointing Anthony Salato as a Deputy Sheriff. Anthony's appointment will be effective October 1, 2020 and he will begin his employment at that time.

Anthony's base salary will be 60% of the Sheriff's salary. Anthony's salary may be increased in 5% increments until he reaches top Deputy Sheriff Pay. I will continue to provide you correspondence as to the dates of the salary increases.

If you have any questions please feel free to give me call or email.

Sincerely,

Gary D. Anderson
Sheriff

BOND TO INSURE AGAINST DOUBLE PAYMENT

Date: September 25, 2020

Office of Auditor, Appanoose County, Centerville, Iowa

WHEREAS, on or about the 8th day of September, 2020
there was issued from the above named office

CHECK # 36616 FUND # 02000

AMOUNT 50.50 ACCOUNT # 02000 01610 42631

PAYABLE TO Sheryl K Currier
240 Hill Ave
Othumwa, IA 52501

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

WHEREAS, Sheryl K Currier has requested that a duplicate be issued
therefore, and which the officer in charge of said office is about to do;

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That Sheryl K Currier is held and firmly bound unto Appanoose County
and the Auditor in the sum of Fifty and 50/100 (\$ 50.50)
Dollars to make good and save to Appanoose County and the Auditor harmless from all costs
and expenses of any nature whatsoever on account of the issue and payment of said duplicate
CHECK and shall protect Appanoose County and the Auditor from any and all obligations on the
original CHECK as aforesaid issued, then this obligation shall be void and of no effect, otherwise
to remain in full force and virtue.

Signed this 25th day of September, A.D. 2020

Sheryl K Currier
Payee or Authorized Signer

STATE OF IOWA, COUNTY OF Wapello

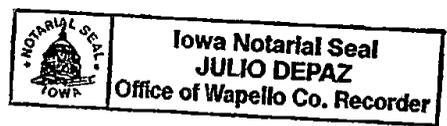
This instrument was acknowledged before me on 9/25/2020
(Date)

by Sheryl Kay Currier
Payee or Authorized Signer

[Signature]
Signature of Notary Public
Notary Clerk III
Title

My Commission Expires _____

SEAL



BOND TO INSURE AGAINST DOUBLE PAYMENT

Date: September 11, 2020

Office of Auditor, Appanoose County, Centerville, Iowa

WHEREAS, on or about the 17th day of August, 2020
there was issued from the above named office

CHECK # 36252 FUND # 01000

AMOUNT \$100.00 ACCOUNT # 01000 01060 480 06

PAYABLE TO LexisNexis Risk Solutions
28330 Network Pl
Chicago, IL 60673-1283

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

WHEREAS, LexisNexis Risk Solutions has requested that a duplicate be issued
therefore, and which the officer in charge of said office is about to do;

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That LexisNexis Risk Solutions is held and firmly bound unto Appanoose County
and the Auditor in the sum of One hundred and 00/100 (\$100.00)
Dollars to make good and save to Appanoose County and the Auditor harmless from all costs
and expenses of any nature whatsoever on account of the issue and payment of said duplicate
CHECK and shall protect Appanoose County and the Auditor from any and all obligations on the
original CHECK as aforesaid issued, then this obligation shall be void and of no effect, otherwise
to remain in full force and virtue.

Signed this 17th day of September, A.D. 2020
Sandra Lifshitz
Payee or Authorized Signer

STATE OF IOWA, COUNTY OF _____

This instrument was acknowledged before me on 9/17/20
(Date)

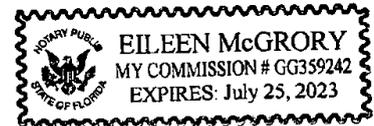
by Sandra Lifshitz
Payee or Authorized Signer

Eileen Mcgrory
Signature of Notary Public

Notary
Title

My Commission Expires 7/25/23

SEAL



**28E AGREEMENT BETWEEN
THE CITY OF CENTERVILLE, IOWA AND APPANOOSE COUNTY, IOWA
REGARDING THE CONSTRUCTION, USE AND OPERATION OF A
LAW ENFORCEMENT CENTER**

THIS AGREEMENT (this "Agreement") is made and executed as of the ____ day of _____, 2020, by and between CITY OF CENTERVILLE, IOWA, an Iowa municipal corporation (the "City"), and APPANOOSE COUNTY, IOWA (the "County").

RECITALS

A. The purpose of this Agreement is to permit the County and the City to provide more complete public safety programs for the people of Appanoose County, Iowa, and the City;

B. In order to accomplish this purpose, the County and the City desire that (i) the County construct a law enforcement center (the "Law Center"), (ii) the County lease a portion of the Law Center to the City for City police operations, and (iii) enter into other agreements regarding the ongoing operation and maintenance of the Law Center pursuant to Chapter 28E, Code of Iowa; and

C. The Law Center will consist of (i) a main building of at least 22,787 gross square feet, as shown on the conceptual design plans of Rick A Weidner, architect, dated May 18, 2020 and attached as Exhibit A (the "Building"), (ii) associated parking, landscaping, and other site improvements generally shown on Exhibit B (the "Site Improvements"), and (iii) certain real property located on land owned by the County having an address of 22158 Dewey Road, Centerville, Iowa, more particularly described on Exhibit C (the "Property").

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the County agree as follows:

1. CONSTRUCTION OF THE LAW CENTER. If the citizens of the County approve the referendum as it relates to the reassignment of the local option sales tax for the Law Center on September 8, 2020 (the "Referendum"), the County will promptly construct Building and Site Improvements on the Property.

2. LEASE OF THE LAW CENTER TO THE CITY.

a. Definitions and Basic Terms. The following definitions and basic terms are incorporated into and made a part of this Agreement. Capitalized and other terms and phrases have the meanings assigned on the pages of this Agreement.

Commencement Date: The date that the Building and Site Improvements are substantially completed by the County and able to be occupied by the City for all purposes under this Agreement

The City's Address: 312 E. Maple St.
Centerville, IA 52544
Attn: City Administrator

The County's Address: 201 N. 12th St.
Centerville, IA 52544
Attn: County Board of Supervisors

Premises: Exclusive use of the portions of Building described on the Exhibit D and generally shown on Exhibit A (the "Exclusive Space"); and the non-exclusive use of (i) the shared spaces of the Building described on Exhibit D, and generally shown on Exhibit A (the "Shared Space"), (ii) the Site Improvements, and (iii) the Property.

Term: The term of the City's lease of the Premises is perpetual and shall be effective as of the Effective Date.

Permitted Use: Law enforcement purposes.

Rent: The rent is based on the actual costs of the County to construct the Premises divided by 19 and is based on the estimate and methodology set forth on Exhibit D; the Rent is currently anticipated to be \$62,388 per year and shall be paid in 19 equal annual payments starting on the Commencement Date.

The City's Share: The City's Share is 23% but is subject to reassessment if total square footage is adjusted. The City's Share is a percentage equal to (i) the total square footage of the Exclusive Space, *plus* 50% of the total square footage of the Shared Space, *divided by* (ii) the total square footage of the Building. Based on the current design of the Building as set forth on Exhibit A and the breakdown of the square footage of the Premises set forth in Exhibit D, the City's Share would be 22.81%, rounded up to 23% [(i) (1,353 s.f. of Exclusive Space + 50% x 7,691 s.f. of Shared Space) ÷ (ii) 22,787 total s.f. of the Building].

b. Lease. Subject to the terms of this Agreement, the County leases to the City, and the City leases from the County, the Premises.

c. Rent. The City shall timely pay to the County all Rent, without any offsets or deductions, at the County's Address, or such other address as the County may from time-to-time designate in writing to the City. Subject to the terms of this Agreement, Rent shall be paid in 19 equal annual payments, the first payment due on or before the Commencement Date and the subsequent payments of Rent shall be due on or before the annual anniversary date of the Commencement Date, with the last payment due on or before the date that is 18 years after the Commencement Date.

d. Utilities.

i. Generally. The County shall maintain in the County's name and pay for all charges for electricity, water, gas, telephone service, garbage, internet, sewage service and other utilities furnished to the Premises, including all tap fees and similar assessments made in connecting the Premises to such utilities (the "Utilities"), and shall pay any service and maintenance charges for the Utilities (the "Utility Charges"). The County shall, at all times, fully and adequately heat and/or air-condition the Building.

ii. Reimbursement by the City. On or before the date that is 30 days after presentation of an invoice (this invoice may be submitted via e-mail or other electronic communication) with reasonable back-up detail to the City at the City's Address, the City shall reimburse the County the City's Share of the Utility Charges.

e. Use of the Premises. The City shall use the Premises only for the Permitted Use.

f. Maintenance and Repair of the Law Center.

i. Generally. The County shall, at its expense, maintain the Law Center in good order, condition, and repair, and maintain clean, safe, and operable working conditions, in accordance with all Laws, and the County shall not permit or allow to remain any waste or damage to any portion of the Law Center (the "Maintenance and Repair Obligations").

ii. Reimbursement by the City. On or before the date that is 30 days after presentation of an invoice (this invoice may be submitted via e-mail or other electronic communication) with reasonable back-up detail to the City at the City's Address, the City shall reimburse the County the City's Share of the County's costs and expenses in performing the Maintenance and Repair Obligations.

g. Property Insurance.

i. Generally. The County shall purchase and maintain during the Term Cause of Loss Special Form (formerly known as "All Risk") Property Insurance in an amount equal to the 100% replacement cost of the Building any subsequent improvements.

ii. Reimbursement by the City. On or before the date that is 30 days after presentation of an invoice (this invoice may be submitted via e-mail or other electronic communication) with reasonable back-up detail to the City at the City's Address, the City shall reimburse the County the City's

Share of the County's costs and expenses purchasing such property insurance.

h. Fire or Other Casualty. If the Building is damaged by fire or other casualty (a "Casualty"), the County shall, within 60 days after such Casualty, deliver to the City a good faith estimate of the time needed to repair the damage caused by such Casualty. The County shall within a reasonable time (but not more than six months) after such Casualty, begin to repair the Building, thereafter diligently proceed with such repair, and restore the Building to substantially the same condition that existed immediately before such Casualty.

3. DEFAULT AND REMEDIES.

a. Notice of Default.

i. Written notice shall be provided to the defaulting party specifying the default and giving the defaulting party 15 days in which to correct the default. Notice shall be personally served upon and mailed to said party.

b. Events of Default. Each of the following occurrences shall constitute an "Event of Default":

i. Monetary. A party's failure to pay any monetary obligation within 15 days after the non-defaulting party delivers notice to the defaulting party that the same is past due.

ii. Non-Monetary. Except as otherwise provided in Section 3.b.i, a party's failure to perform, comply with, or observe any other agreement or obligation of such party under this Agreement within 15 days after non-defaulting party has delivered notice to the defaulting party of such failure; however, if such failure cannot reasonably be cured within such 15-day period, but the defaulting party commences to cure such failure within such 15-day period and thereafter diligently pursues such cure to completion, then such curative period shall be extended for so long as is reasonably required to complete such cure but in any event, not longer than 90 days after the non-defaulting party has delivered such notice to the defaulting party.

iii. Bankruptcy. Institution of bankruptcy proceedings, either voluntary or involuntary.

c. Remedies.

i. Generally. Upon any Event of Default and except as otherwise provided in this Agreement, the non-defaulting party may exercise all rights and remedies afforded such party hereunder or by law or equity.

ii. Delinquent Payments; Handling Charges. All payments required of a party hereunder shall bear interest from the date due until paid at 8% per annum; provided, however, no such interest shall be payable if the past due payment is paid in full not later than five days after the date due.

- iii. Self-Performance. In addition, the non-defaulting party may perform the defaulting party's obligations. In such case, the defaulting party shall reimburse the non-defaulting party promptly upon request, together with reasonable supporting documentation, for the actual cost and expense that the non-defaulting party incurs in effecting compliance with this Agreement on the defaulting party's behalf, plus interest thereon at 8% per annum from the date the non-defaulting party incurs the expense in question until the non-defaulting party is reimbursed.
- iv. Waiver of Consequential Damages. The liability of a party for its default under the terms of this Agreement shall be limited to the non-defaulting party's actual direct, but not consequential, damages therefor.
- v. Termination. If the City has not remedied a default in a timely manner following proper notice, the County may terminate this Agreement. In the event of termination, the County shall be entitled to prove claim for and obtain judgment against the City for any outstanding financial obligations, and for attorney's fees and court costs related to any such action. In the event of termination, the City shall vacate the Premises within 30 days.

4. MISCELLANEOUS.

a. Construction and Interpretation. The terms (1) "herein", "hereof", "hereunder", "hereby" and other similar references are construed to mean and include this Agreement and all amendments and supplements unless the context clearly indicates or requires otherwise; (2) "day" means calendar day (i.e., not a business day), unless specified otherwise; (3) "including" means including, without limitation; (4) "person" means any individual, corporation, partnership, limited liability company, government, or other entity; (5) "terms" and "provisions" are deemed to be synonymous; (6) "year", "quarter," or "month" means a calendar year, quarter, or month during the Term, unless specified otherwise; and (7) "business day" means Monday through Friday of each week, exclusive of days on which national banks in Centerville, Iowa are closed. All references to "Sections" contained in this Agreement are, unless specifically indicated otherwise, references to articles, sections, subsections, and paragraphs of this Agreement. Each reference to an "Exhibit" is, unless specifically indicated otherwise, a reference to an exhibit to this Agreement, which is incorporated into this Agreement by each such reference and agreed upon by the City and the County. Whenever in this Agreement the singular number is used, the same shall include the plural as appropriate (and vice versa), and words of any gender shall include each other gender as appropriate. The captions in this Agreement are for convenience only and in no way affect the interpretation of this Agreement. The normal rule of construction that any ambiguities be resolved against the drafting party shall not apply to the interpretation of this Agreement or any Exhibit.

Except as otherwise expressly provided in this Agreement, all actions that any party may take and all consents, approvals, and determinations that any party may make pursuant hereto may be taken and made at the sole and absolute discretion of that party. A reference to a party acting in its discretion means such party may act in its sole and absolute discretion unless such provision expressly provides for a different standard.

b. Notice. Except as required by applicable law or as otherwise provided in this Agreement, all notices and other communications given pursuant to this Agreement shall be in writing and shall be (i) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, or deposited with a nationally-recognized overnight courier and addressed

to the parties hereto at the address specified in the Section 2.a, (ii) hand delivered to the intended address, or (iii) sent by facsimile transmission followed by a confirmatory letter by one of the foregoing means. Notice sent by certified mail, postage prepaid, shall be effective three business days after being deposited in the United States Mail; notices by overnight courier shall be effective upon deposit with such courier; and all other notices shall be effective upon delivery to the address of the addressee.

c. Entire Agreement. This Agreement constitutes the entire agreement between the City and the County regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. No representations, warranties or agreements have been made by the City or the County to the other with respect to this Agreement.

d. Amendments; Binding Effect. This Agreement may not be amended except by instrument in writing signed by the City and the County. No provision of this Agreement may be deemed to have been waived by a party unless such waiver is in writing signed by such party.

e. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Signatures hereon which are transmitted by electronic means such as telecopy and e-mail shall be binding as if they were original and counterparts hereof with electronic signatures shall be deemed originals for all purposes.

f. Severability. If any provision of this Agreement, or any application of any such provision to any party or circumstances, shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than the application as to which such provision is determined to be invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and shall be enforced to the fullest extent permitted by law.

g. Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CITY AND THE COUNTY EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

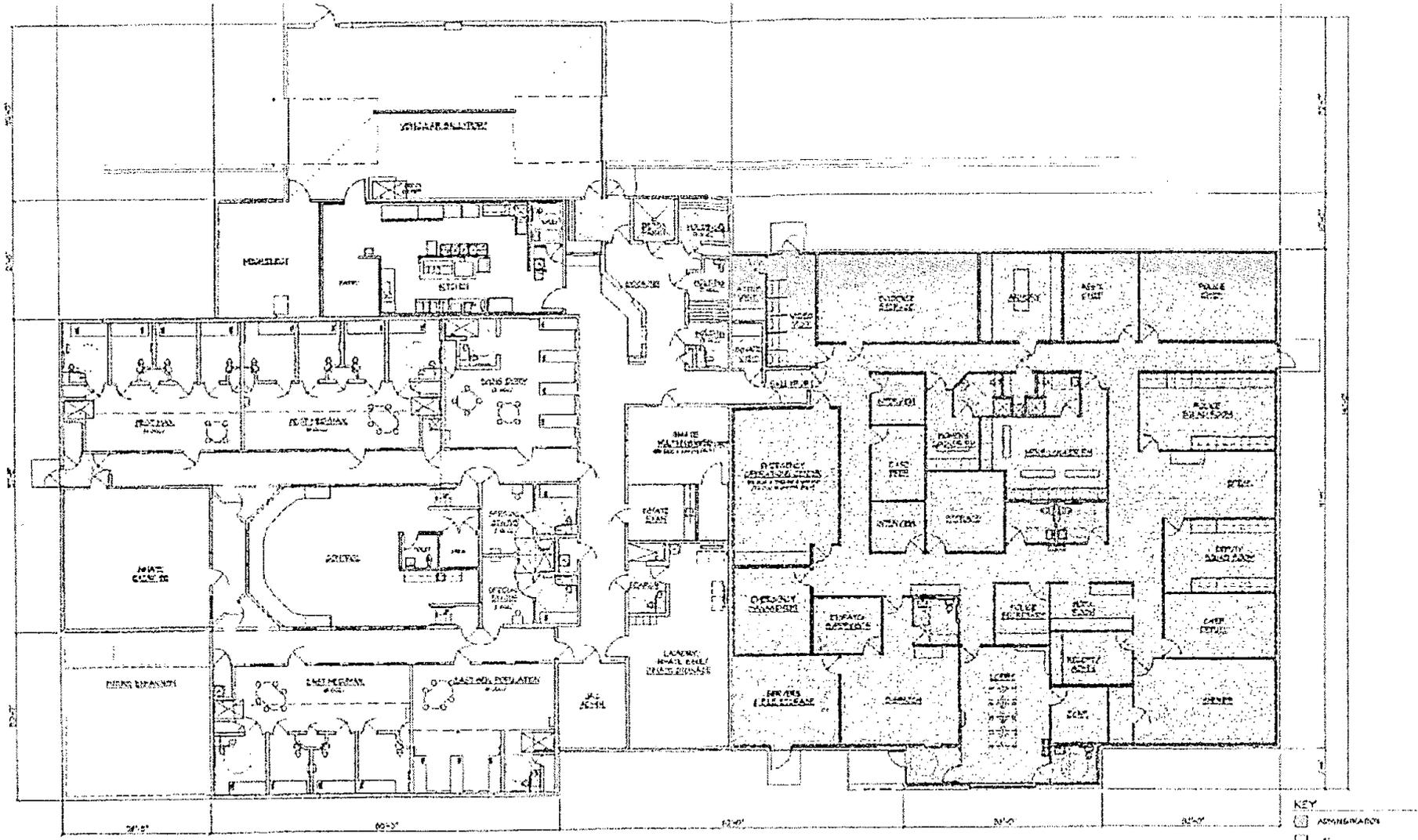
CITY OF CENTERVILLE, IOWA
an Iowa municipal corporation

APPANOOSE COUNTY, IOWA

By: _____
Michal O'Connor, Mayor

By: _____
Name: _____
Title: _____

Exhibit A
Conceptual Design of the Building



PROPOSED FLOOR PLAN

AREA - 12,211 SF
 OCCUPANCY - 120 PERSONS
 HEIGHT - 12 STORIES

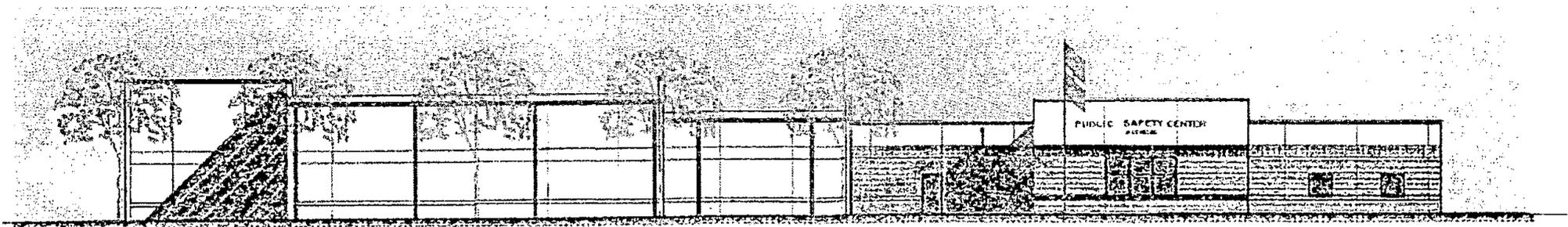


Exhibit B
Conceptual Design of the Site Improvements

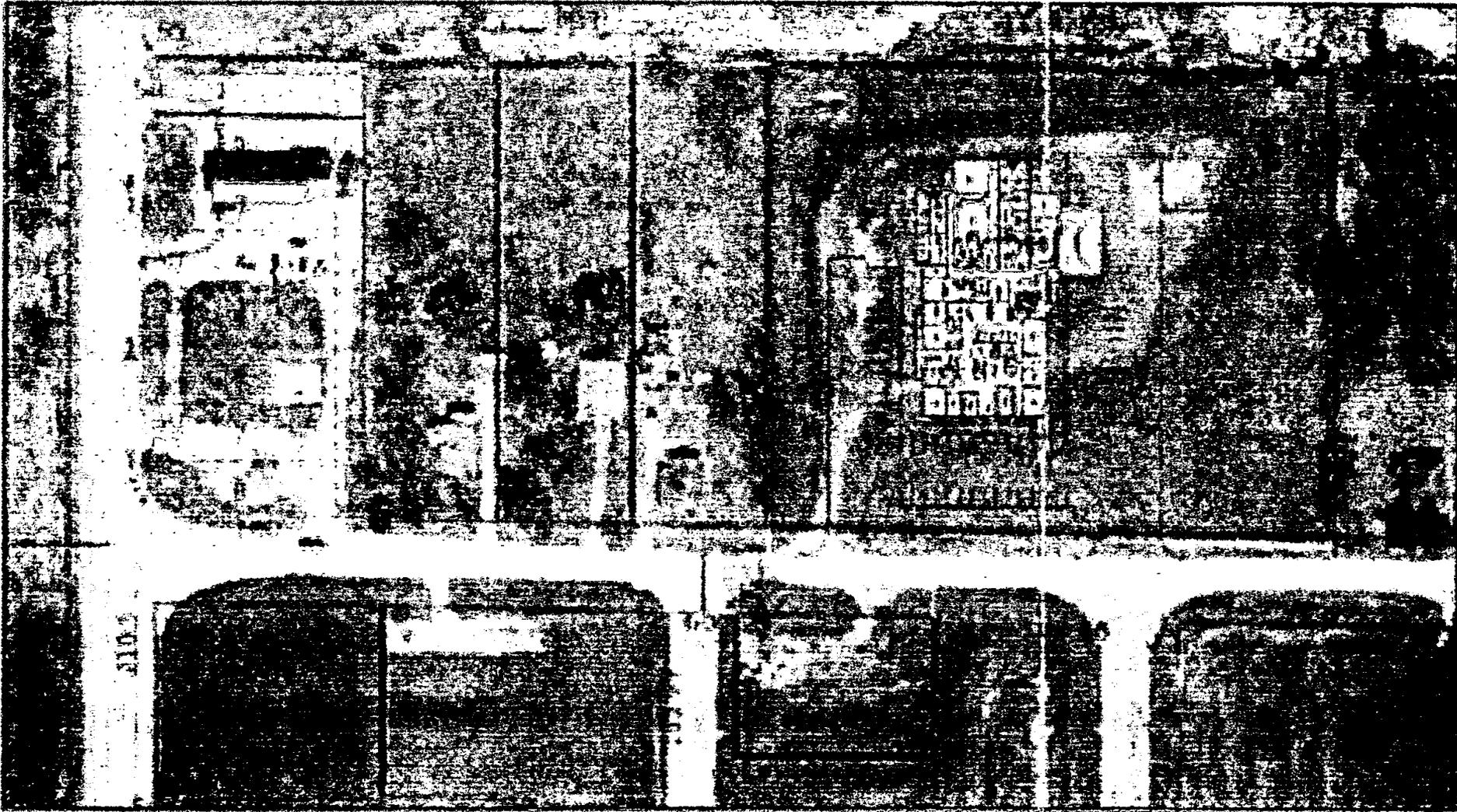
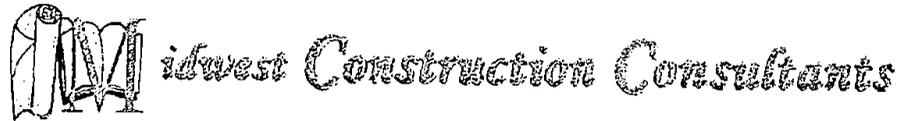




Exhibit C
Legal Description of the Property

[TO BE PROVIDED]

Exhibit D
Estimated City Construction Cost Calculation and
Breakdown of the Exclusive Space and Shared Space



Appanoose County Law Enforcement Center
Estimated City Construction Costs
Revised 6-3-20

City Space	
Chief of Police	384 SF
Police Receptionist	110 SF
Assistant Police Chief	208 SF
Squad Room	343 SF
Police Corridor	<u>308 SF</u>
Total City SF	1,353 SF

Total 1,353 / SF

Shared Administrative Space	
Vestibule / Lobby	474 SF
Public Toilet	60 SF
Staff Toilets	144 SF
Record Storage	203 SF
Lockers	670 SF
EOC / Training / Command Center	510 SF
Evidence Room Storage	464 SF
Armory	232 SF
Interview Rooms	190 SF
Case Prep Room	128 SF
Admin Mail, Printer, Supplies, Work Room	123 SF
Public Meeting Area / Conference	90 SF
Break / Work Room	288 SF
Corridors	963 SF
Janitor / Mech	75 SF
Vehicle Sallyport	1,792 SF
Mechanical	<u>378 SF</u>
Total Shared Administrative Spaces	6,784 SF

City Portion 50% Shared Space = 3,392 SF

408 Denning Street Houghton, Iowa 52631
 Phone (319) 469-7320 Fax (319) 469-7310 midwestplan@iowatelecom.net
 MCC-CM.com

E-911 / Dispatch

Dispatch Restroom	68 SF
Dispatch Supervisor Office	125 SF
Dispatch Stations & Corridor	400 SF
Dispatch Server / Equipment Room	<u>314 SF</u>
Total Shared E-911 / Dispatch Spaces	907 SF

City Portion 50% Shared Space = 454 SF

Total Shared & City Space	5,199
Approximate City Cost 181.90 / SF	\$945,698

Note Approx Cost Per 3-20-20 Estimate

City Shared & Administrative Space is Approximately 23% of The Facility

Added Project Costs Based on 23% City Responsibility

Site Development	\$320,903
Emergency Generator	\$85,000
Lockers	\$8,500
High Density Storage	\$62,000
Additional Data / Server Cabling	\$55,000
Permits / Fees	\$2,750
Topo / Survey	\$4,354
Lab Testing Services	<u>\$9,500</u>
Total	\$548,007

City Portion 23% \$126,041

Subtotal \$1,071,739

Architect Fees \$69,663
CM Fees \$42,333

Approx. Estimated Total Cost \$1,183,735

408 Denning Str.
Phone (319) 469-7320 Fax (319) 469-7310 midwestplan@iowatelecom.net
MCC-CM.com

Kelly Howard

From: Mark Waits <revmarkwaits@gmail.com>
Sent: Wednesday, September 23, 2020 9:28 AM
To: Linda Demry; Kelly Howard
Subject: Resignation from Conservation Board

September 23, 2020

Appanoose County Board of Supervisors

This is to inform you I am resigning from the Appanoose County Conservation Board as of October 1, 2020.

It has been my pleasure to serve the residents of Appanoose County.

Sincerely
Mark D. Waits

FILED
2020 SEP 23 AM 10:40
APPANOOSE CO. AUDITOR
CENTERVILLE, IOWA

BOZWELL LAW OFFICE
ROBERT F. BOZWELL, JR.
Attorney at Law

E-Mail: bozlaw1@gmail.com

204 West Water Street
Centerville, IA 52544

Telephone: 641-437-7110
Fax: 641-437-7112

September 22, 2020

Gary D. Anderson
Appanoose County Sheriff
1125 West Van Buren
P.O. Box 474
Centerville, IA 52544

Re: County Compensation Board

Gary:

As I am no longer able to serve on the Appanoose County Compensation Board please consider this letter as my resignation effective immediately.

Sincerely,



Robert F. Bozwell, Jr.
Attorney at Law

RECEIVED
APPLANT COUNTY CLERK
CENTERVILLE, IA

2020 SEP 24 AM 9:37

Kelly Howard

From: Gary D. Anderson <sheriff@appanoosecountysheriff.org>
Sent: Thursday, October 1, 2020 2:00 PM
To: Kelly Howard
Subject: Compensation Board

Kelly,

With the Recent resignation of Bob Boswell from the Appanoose County Compensation Board I have asked Ray Tresemer if he would represent the Sheriff on the Compensation Board. Ray has agreed, therefore I request that Ray be appointed to the Compensation Board as the Representative for the Sheriff.

Gary D. Anderson, Sheriff
Appanoose County Sheriff's Office
PO Box 474
1125 W. Van Buren St.
Centerville, IA 52544
(641) 437-7100

NOTICE: This E-mail (including attachments) is owned by the Appanoose County Sheriff and is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, is confidential and may be legally privileged. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution, or copying of this communication is strictly prohibited. Please reply to the sender that you have received the message in error, then delete it. If you have received this communication in error, please notify the sender immediately by e-mail or telephone (641) 437-7100.

ITEMS TO INCLUDE ON AGENDA FOR OCTOBER 5, 2020

APPANOOSE COUNTY, IOWA

Local Option Sales and Services Tax (Change in Use).

- Resolution canvassing results of a special proposition to authorize a change of use of a local option sales and services tax.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE COUNTY.

October 5, 2020

The Board of Supervisors of Appanoose County, State of Iowa, met in _____ session, in the Appanoose County Courthouse, 201 N. 12th Street, Centerville, Iowa, at _____ .M., on the above date. There were present Chairperson _____, in the chair, and the following named Board Members:

Absent: _____

The Board of Supervisors proceeded to canvass the results of the votes of the Special Measure Proposition cast at a special county election held on September 8, 2020, and now embodies its findings and conclusions in the resolution next hereinafter set out, which was introduced by Supervisor _____, who moved its adoption, seconded by Supervisor _____. After due consideration of the resolution by the Board of Supervisors, the Chairperson put the question upon the adoption of the resolution, and the roll being called, the following named Supervisors voted:

AYES: _____

NAYS: _____

Whereupon, the Chairperson declared the resolution duly adopted as follows:

RESOLUTION

WHEREAS, the Board of Supervisors of Appanoose County, Iowa, heretofore did legally call for a special election to be held on September 8, 2020, and ordered submitted thereat to the registered voters of the unincorporated areas of the County, a special measure proposition:

Summary: To authorize a change in use of the one percent (1%) local sales and services tax in the unincorporated area of the County of Appanoose, effective January 1, 2021.

The use of the one percent (1%) local sales and services tax shall be changed in the unincorporated area of the County of Appanoose effective January 1, 2021.

PROPOSED USES OF THE TAX:

If the change is approved, revenues from the sales and services tax shall be allocated as follows:

0% for property tax relief.

The specific purposes for which the revenues shall otherwise be expended are:

100% for a new law enforcement center or any other lawful purpose.

CURRENT USES OF THE TAX:

Revenues from the sales and services tax are currently allocated as follows:

60% for property tax relief, exclusively in the unincorporated area of the County.

The specific purposes for which the revenues shall otherwise be expended are:

20% to the secondary road fund for additional expenditures for mowing, brush cutting, and ditching.

20% for infrastructure for economic development and may be used as matching funds for grants to accomplish the intent of this section;

and

WHEREAS, legal, sufficient and timely notice of the submission of the proposition at the election and of the date and hours of the election, and of the voting precinct or precincts thereof, with their corresponding polling place or places, was duly published and a correct and complete copy of said proposition was posted at each polling place or places during the day of election throughout the hours thereof, all in strict compliance with the orders of the Board of Supervisors.

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

Section 1. That it is hereby found, determined and declared:

First - That said election was held and conducted in each of the voting precincts or precinct of the County at the respective polling place or places, pursuant to due notice, and in strict compliance with law, and that the proposition and the vote thereon complies strictly with law.

Second - That at said election, on the proposition for the unincorporated areas of the County there were cast _____ ballots, of which _____ votes were cast "YES" and _____ votes were cast "NO" and _____ ballots were cast blank or defectively marked, the vote by precinct or precincts being as set forth and abstracted in the official tally list a copy of which is attached hereto.

That the total number of persons voting in all precincts at the election on the date, as is shown by the election registers and poll tally lists, was _____.

Third - Neither the above proposition nor any proposal incorporating any portion thereof, was submitted to the registered voters of such County within the six months preceding the date of the election canvassed hereby.

Section 2. That the propositions and the results of the vote thereon, shall be entered at large in the minutes book, all in conformity with Chapter 50, and in particular Section 50.24 of the Code of Iowa.

Section 3. That a copy of this Resolution, the Abstract of Votes and the original tally lists, are hereby delivered to the Commissioner of Elections for filing as required by law.

Section 4. That a Notice of Result of the Election, including a copy of the Abstract of Votes shall be filed with the director of revenue as required by Iowa Code Section 423B.1(6)(3)(b).

PASSED AND APPROVED this 5th day of October, 2020.

Chairperson, Board of Supervisors

ATTEST:

County Auditor and Commissioner of Elections

(SEAL)

On motion and vote the meeting adjourned.

County Auditor and Commissioner of Elections

(Attach copy of tally list)

CERTIFICATE OF RESULT OF ELECTION

TO THE BOARD OF SUPERVISORS OF THE COUNTY OF APPANOOSE, STATE OF IOWA, AND TO ALL PERSONS INTERESTED:

I hereby certify that as Auditor of Appanoose County, and in my capacity as County Commissioner of Elections of the County of Appanoose, State of Iowa, I did on the ____ day of September, 2020 conduct the canvass of the returns of a special measure proposition election held in Appanoose County on September 8, 2020, at which election there was submitted to the registered voters of the unincorporated areas of the County, a special proposition to authorize a change in use of a local sales and service tax in Appanoose County, Iowa, at the rate of one percent (1%) to be effective January 1, 2021.

I find that the election was legally held and conducted pursuant to law under my supervision as Commissioner of Elections in the ____ voting precincts of the County, as heretofore established, at the polling places thereof and upon notice previously ordered pursuant to resolution of the Board of Supervisors of the County; that the polls were open from ____ o'clock A.M. until ____ o'clock P.M.

The votes were cast at the election, and the tally lists thereof, were duly canvassed by the Board of Supervisors of this County on the Monday following the election at _____ o'clock A.M.; and, this certificate is issued in accordance with the canvass.

That I have examined the ballots used at the election and find that the number of votes registered is in all respects consistent with the canvass results of the Board of Supervisors, and that I have received the voted ballots, absentee and special voters ballots, tally lists, abstract of votes, resolution of the Board of Supervisors canvassing the results of the election, and other materials for preservation and safekeeping, as required by law.

Pursuant to resolution of the County Board of Supervisors, I hereby certify that the aforesaid proposition, submitted at the election, the returns of which are herein canvassed, was duly approved by an affirmative vote on the public measure proposition by a majority of the total of all the legal votes cast for and against the proposition at the election in the unincorporated areas of the County.

It is hereby declared and certified that the results of this canvass have been duly entered on the records in my office.

PASSED AND APPROVED this 5th day of October 2020.

County Auditor of Appanoose County,
State of Iowa and Commissioner of
Elections

ITEMS TO INCLUDE ON AGENDA FOR OCTOBER 5, 2020

APPANOOSE COUNTY, IOWA

Local Option Sales and Services Tax (Imposition).

- Resolution canvassing results of a special proposition to impose a one percent (1%) local option sales and service tax.
- Consideration of Ordinance establishing a Local Option Sales and Services Tax applicable to transactions within the unincorporated areas of Appanoose County, Iowa.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE COUNTY.

October 5, 2020

The Board of Supervisors of Appanoose County, State of Iowa, met in _____ session, in the Appanoose County Courthouse, 201 N. 12th Street, Centerville, Iowa, at _____ .M., on the above date. There were present Chairperson _____, in the chair, and the following named Board Members:

Absent: _____

The Board of Supervisors proceeded to canvass the results of the votes of the Special Measure Proposition cast at a special county election held on September 8, 2020, and now embodies its findings and conclusions in the resolution next hereinafter set out, which was introduced by Supervisor _____, who moved its adoption, seconded by Supervisor _____. After due consideration of the resolution by the Board of Supervisors, the Chairperson put the question upon the adoption of the resolution, and the roll being called, the following named Supervisors voted:

AYES: _____

NAYS: _____

Whereupon, the Chairperson declared the resolution duly adopted as follows:

RESOLUTION

WHEREAS, the Board of Supervisors of Appanoose County, State of Iowa, heretofore did legally call a special election to be held on September 8, 2020, and ordered submitted thereat to the registered voters of the unincorporated areas of the County, a special measure proposition to authorize the imposition of a local sales and service tax in Appanoose County, Iowa, at the rate of one percent (1%) to be effective July 1, 2023.

WHEREAS, legal, sufficient and timely notice of the submission of the proposition at the election and of the date and hours of the election, and of the voting precinct or precincts thereof, with their corresponding polling place or places, was duly published and a correct and complete copy of such proposition was posted at each polling place or places during the day of election throughout the hours thereof, all in strict compliance with the orders of the Board of Supervisors.

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

Section 1. That it is hereby found, determined and declared:

First - That said election was held and conducted in each of the voting precincts or precinct of the County at the respective polling place or places, pursuant to due notice, and in strict compliance with law, and that the proposition and the vote thereon complies strictly with law.

Second - That at said election, on the proposition for the unincorporated areas of the County there were cast _____ ballots, of which _____ votes were cast

"YES" and _____ votes were cast "NO" and _____ ballots were cast blank or defectively marked, the vote by precinct or precincts being as set forth and abstracted in the official tally list a copy of which is attached hereto.

That the total number of persons voting in all precincts at the election on the date, as is shown by the election registers and poll tally lists, was _____.

Third - Neither the above proposition nor any proposal incorporating any portion thereof, was submitted to the registered voters of such County within the six months preceding the date of the election canvassed hereby.

Section 2. That the propositions and the results of the vote thereon, shall be entered at large in the minutes book, all in conformity with Chapter 50, and in particular Section 50.24 of the Code of Iowa.

Section 3. That a copy of this Resolution, the Abstract of Votes and the original tally lists, are hereby delivered to the Commissioner of Elections for filing as required by law.

Section 4. That a Notice of Result of the Election, including a copy of the Abstract of Votes shall be filed with the director of revenue as required by Iowa Code Section 423B.1(6)(3)(b).

PASSED AND APPROVED this 5th day of October, 2020.

Chairperson, Board of Supervisors

ATTEST:

County Auditor and Commissioner of Elections

(SEAL)

On motion and vote the meeting adjourned.

County Auditor and Commissioner of Elections

(Attach copy of tally list)

CERTIFICATE OF RESULT OF ELECTION

TO THE BOARD OF SUPERVISORS OF THE COUNTY OF APPANOOSE, STATE OF IOWA, AND TO ALL PERSONS INTERESTED:

I hereby certify that as Auditor of Appanoose County, and in my capacity as County Commissioner of Elections of the County of Appanoose, State of Iowa, I did on the ____ day of September, 2020 conduct the canvass of the returns of a special measure proposition election held in Appanoose County on September 8, 2020, at which election there was submitted to the registered voters of the unincorporated areas of the County, a special proposition to authorize the imposition of a local sales and service tax in Appanoose County, Iowa, at the rate of one percent (1%) to be effective July 1, 2023.

I find that the election was legally held and conducted pursuant to law under my supervision as Commissioner of Elections in the ____ voting precincts of the County, as heretofore established, at the polling places thereof and upon notice previously ordered pursuant to resolution of the Board of Supervisors of the County; that the polls were open from ____ o'clock A.M. until ____ o'clock P.M.

The votes were cast at the election, and the tally lists thereof, were duly canvassed by the Board of Supervisors of this County on the Monday following the election at _____ o'clock A.M.; and, this certificate is issued in accordance with the canvass.

That I have examined the ballots used at the election and find that the number of votes registered is in all respects consistent with the canvass results of the Board of Supervisors, and that I have received the voted ballots, absentee and special voters ballots, tally lists, abstract of votes, resolution of the Board of Supervisors canvassing the results of the election, and other materials for preservation and safekeeping, as required by law.

Pursuant to resolution of the County Board of Supervisors, I hereby certify that the aforesaid proposition, submitted at the election, the returns of which are herein canvassed, was duly approved by an affirmative vote on the public measure proposition by a majority of the total of all the legal votes cast for and against the proposition at the election in the unincorporated areas of the County.

It is hereby declared and certified that the results of this canvass have been duly entered on the records in my office.

PASSED AND APPROVED this 5th day of October 2020.

County Auditor of Appanoose County,
State of Iowa and Commissioner of
Elections

Ordinance No. _____

An ordinance establishing a Local Option Sales and Services Tax applicable to transactions within the unincorporated areas of Appanoose County, Iowa.

Pursuant to authority granted by Chapter 423B of the Iowa Code, Be It Enacted by the Board of Supervisors of Appanoose County, Iowa:

Section 1. Local Option Sales and Services Tax. There is imposed a Local Option Sales and Services Tax applicable to transactions within the unincorporated areas of Appanoose County, Iowa.

The rate of the tax shall be one percent (1%) upon the sales price taxed under Chapter 423B – Local Option Taxes of the Iowa Code in the unincorporated areas of Appanoose County, Iowa.

The local sales/services tax is imposed on transactions occurring on or after July 1, 2023 within Appanoose County, Iowa. All persons required to collect state sales tax and any use tax to which the local option tax may be applicable shall collect the tax. However, the tax shall not be imposed on the sales or purchase price from transactions exempted from tax by section 423B.5 of the Iowa Code.

All applicable provisions of the appropriate sections of Chapter 423B of the Iowa Code are adopted by reference.

Section 2. Effective Date. This ordinance shall be in effect after its final passage, approval and publication as provide by law.

Passed by the Board of Supervisors on this _____ day of _____, 2020.

Chairperson

Supervisor

Supervisor

ATTEST:

County Auditor

ORDINANCE CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF APPANOOSE)

I certify that Ordinance Number _____, of which a true copy is attached, was duly adopted by the Board of Supervisors of the County of Appanoose, State of Iowa, signed by the Chairperson and published as required by law and is now in effect. I further certify that the considerations and votes taken for the enactment of said Ordinance were as follows:

1. First consideration - Date: _____
Vote: In favor _____, Opposed _____,
Absent or Abstain _____.

2. Second consideration - Date: _____
Vote: In favor _____, Opposed _____,
Absent or Abstain _____.

3. Final Consideration - Date: _____
Vote: In favor _____, Opposed _____,
Absent or Abstain _____.

4. Publication Date: _____.

(Affidavit of Publication Attached)

The Ordinance was not considered on any date after its first consideration as shown above when it did not receive an affirmative vote for passage.

On the date of _____, 2020, the Board of Supervisors adopted a motion for the suspension of the rule requiring separate consideration at three meetings and voted the final adoption of the Ordinance. The vote for suspension of the rules was by a majority of the full Board of Supervisors, voting _____ in favor, _____ opposed and _____ absent, vacant or abstaining and was duly recorded.

I further certify that each meeting for the consideration of the Ordinance was duly and publicly held, with a notice of the meeting and tentative agenda naming the consideration of the Ordinance timely posted and upon reasonable advance notice to the media as required by the Chapter 21 of the Code of Iowa and rules of the Board then governing.

I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective County offices as indicated therein, that no Board vacancy existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the County or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of said Municipality hereto affixed this _____ day of _____, 2020.

County Auditor, Appanoose County,
Iowa

(SEAL)

01775098-1\18538-009



October 1, 2020

The Board of Supervisors
Appanoose County Courthouse
201 N. 12th Street
Centerville, Iowa 52544

RE: Completed FY 2020 Cost Allocation Plan

Dear Board Members:

We have completed the **Appanoose County** cost allocation plan based on actual expenditures for the year ended June 30, 2020. One bound copy of the plan is enclosed for your files. Additional copies of the plan are being provided to the County Auditor. Also enclosed herein is a standard federal Certification Statement that is required where reimbursement is claimed from federal grant programs. The statement says that to the best of the County's knowledge, the cost allocation plan is correct and was prepared in accordance with the federal cost principles contained in 2 CFR Part 200. Please have the Board Chairperson sign the statement, retain a copy on file and return the original to me. A copy of the plan will also be placed on file at the central office of the Iowa Department of Human Services (DHS).

The FY 2020 cost allocation plan will result in the following indirect cost recoveries during **FY 2022**:

DHS Local Administrative Expenses

This category relates to the indirect costs that the county incurs for the local DHS office. These indirect costs include expense items such as audit fees, liability and property insurance, building space costs, accounting services and legal services. The total indirect costs to be claimed on quarterly Local Administrative Expense (LAE) reports for FY 2022 is \$80,784. This amount includes the required carry-forward adjustment to reconcile actual and projected costs for FY 2020 and is shown on Exhibit B near the beginning of the cost allocation plan. We estimate that about 33 percent of the total claims for the year will be reimbursed to the County from federal funds. Accordingly,

CAS, Inc. P.O. Box 755 Johnston, IA 50131
Telephone: 515.238.7989
Email: casiowa@msn.com

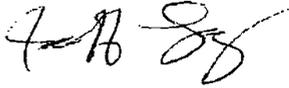
Board of Supervisors
October 1, 2020
Page – 2

the **total reimbursement for the year should be about \$26,659**. We will track these payments each quarter and report the actual results to you after the close of the year. A copy of our correspondence to the local office of DHS which provides guidance for claiming these costs on the LAE reports is also enclosed herein for your reference.

Please contact me if you have any questions relating to the cost allocation plan. We are pleased for the confidence that you have placed in us and look forward to being of continuing service to you.

Sincerely,

Cost Advisory Services, Inc.



Jeff Lorenz
President

Enclosures

Cc: Kelly Howard, County Auditor



CERTIFICATE OF COST ALLOCATION PLAN

This is to certify that I have reviewed the cost allocation plan submitted herewith and to the best of my knowledge and belief:

- (1) All costs included in this proposal based on the Fiscal Year ended June 30, 2020, to establish cost allocations or billings for use in FY 2022, are allowable in accordance with the requirements of 2 CFR 200 "Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", and the Federal award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.

- (2) All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the Federal awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently.

I declare that the foregoing is true and correct.

Governmental Unit: Appanoose County

Signature: _____

Printed Name of Official: _____

Title: _____

Date of Execution: _____