

OFFICE OF THE

*Appanoose County Auditor*

**KELLY HOWARD**

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

Phone (641) 856-6191  
Fax (641) 856-8023  
[khoward@appanoosecounty.net](mailto:khoward@appanoosecounty.net)

Meeting Agenda  
October 19, 2020

The Appanoose County Board of Supervisors will meet Monday, October 19, 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 October 5, 2020 meeting
4. Approve reports: 10/16 payroll, Auditor, Recorder, Veteran Affairs Quarterly Report, September Prisoner Room & Board.
5. Approve bills
6. Approve Resolution Setting Public Hearing for Law Center Financing
7. Approve Revised Employee Handbook
8. Approve hiring Deputy Sheriff: Casara Willey
9. Accept Compensation Board Appointment: Michael Craver
10. Accept Conservation Department Resignation: Donald Stevens
11. County Engineer Report
  - a. Approve Preconstruction Agreement #2021-C-040
12. CDC Coordinator Report
13. Public Comments
14. Adjourn

Posted 10/15/2020

October 5, 2020

Appanoose County Board of Supervisors met in regular session October 5, 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.

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

McGill motioned to approve the minutes from the September 21, 2020 meeting. Seconded by Smith. All voted aye.

Smith motioned to approve 10/2 payroll, Sheriff Quarterly Report, Franklin, Lincoln, Pleasant, Udell, and Washington Township Financial Report. Seconded by McGill. All voted aye.

McGill questioned County Engineer Brad Skinner about replacement glass and the Jerome storage shed. McGill motioned to approve the bills. Seconded by Smith. All voted aye.

Access Sys	Typing-Print.-Bind.Serv.	134.88
Allender Butzke Engineers	Engineering Services	5400.00
Alliant	Engineering Services	372.04
American Legion 407	Polling Places	50.00
App Co Auditor	Contrib. & Purchase Serv	4518.58
Sec Rds	Mileage & Transp. Expense	1143.51
Aramark	Engineering Services	188.56
Bailey Off	Off. Supplies & Forms	135.68
Banleaco	Off. Equip Repair & Maint	244.12
Bar Diamond Farms	Engineering Services	1810.90
D Barnthouse	Building Repair & Maintce	200.00
Michael Bouma	Mileage & Transp. Expense	277.00
Rick Burkland	Engineering Services	125.00
Calhoun Burns	Engineering Services	6701.10
Cantera Aggregates	Engineering Services	29734.06
Capital Sanitary Supply	Off. Supplies & Forms	207.05
Card Services	Engineering Services	99.98
Cville Wtrwks	Engineering Services	564.53
Central IA Fasteners	Engineering Services	30.00
Centurylink	E911 Telephone Expense	252.32
Chariton Valley Pl	Off. Supplies & Forms	8142.64
City Cville	Salary-Regular Employees	5040.57
City of Ottumwa/SIRG	Construction & Maint.	8824.14
Cook Insurance	Umbrella Insurance	1293.33
L Demry	Mileage & Transp. Expense	164.70
S Dittmer	Legal Serv. Dep-Subp-Tran	67.50
Election Source	Election Supplies	2475.00
Fogle TV	Engineering Services	714.22
Geotech Materials	Engineering Services	2024.98
PJ Greufe	Health Insurance	1500.00
Holiday Inn	Educational & Train.Serv.	732.48
Housby Mack	Engineering Services	690.07
Independent Salt	Engineering Services	2005.74
Interstate Batt	Engineering Services	510.80
IA Law Enforcement Academy	Educational & Train.Serv.	1000.00
IPERS	Off. Supplies & Forms	26.50
Kimball	Engineering Services	318.34
Lockridge	Building Perm. Improvemnt	9.79
Mail Serv	Vehicle Renewal Notices	400.58
McCulley Culvert	Bridges & Culverts	31998.28

Sue McMillan	Legal Serv. Dep-Subp-Tran	51.50
Mercy Med Ctr	Engineering Services	33.00
Metal Culverts	Bridge & Culvert Maint.	45020.73
Midwest Fdn Rp	Building Perm. Improvemnt	5945.74
Midwest Wheel	Engineering Services	1193.23
Oden Enterprises	Bridge & Culvert Maint.	35640.00
Official Pest Control	Off. Equip Repair & Maint	60.00
Petty C-Sheriff	Educational & Train.Serv.	99.45
Pomp's Tire Service	Engineering Services	6080.00
Prof Computer	Off. Equip Repair & Maint	20.00
Quill	Off. Supplies & Forms	88.98
RMS	Engineering Services	700.77
Seymour Tire	Engineering Services	40.95
N Smith	Mileage & Transp. Expense	27.90
Solutions	Computer & Microfilm Supp	49.60
So IA Heat, Cool, & Plumb	Engineering Services	364.00
J Staats	Building Repair & Maintce	500.00
IA Elev Safety	Heat-Cool-Elevator-Rpr-Mn	175.00
US Bank	Election Supplies	1306.46
US Cellular	Off. Supplies & Forms	757.26
USPS	Postage & Mailing	1810.00
VERIZON	Engineering Supplies	160.03
J Willier	Legal & Ct-Related Serv.	120.00
Ziegler	Engineering Services	7415.95
Grand Total		227789.52

Mike Armstrong from Chariton Valley Regional Housing Trust Fund requested a continuation of funding. Smith motioned to give \$7,500. Seconded by McGill. All voted aye.

McGill motioned to approve the hiring of Anthony Salato as Deputy Sheriff effective October 1<sup>st</sup> with a beginning salary of 60% the Sheriff's salary. Seconded by Smith. All voted aye.

Smith motioned to approve the Bond to Insure Against Double Payment for Sheryl Carrier (\$50.50) and Lexis Nexis (\$100). Seconded by McGill. All voted aye.

McGill motioned to table the 28E Agreement between the City of Centerville and the county for the public safety center until the county attorney and city attorney could meet. Seconded by Smith. All voted aye.

Smith motioned to accept Robert Bozwell's Compensation Board resignation. Seconded by McGill. All voted aye.

McGill motioned to accept the appointment of Ray Tresemer as the Sheriff's designee to the Compensation Board. Seconded by Smith. All voted aye.

McGill motioned to accept Mark Waits' Conservation Board resignation. Seconded by Smith. All voted aye.

Smith motioned to appoint Mark McGill as the Board's designee to the Conservation Board. Seconded by Demry. All voted aye.

McGill motioned to open the public hearing for the LOSST Ordinance at 9:15 AM. Seconded by Smith. All voted aye.

McGill motioned to approve Resolution 2020-26. Seconded by Smith. All voted aye.

#### RESOLUTION #2020-26

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 554 ballots, of which 317 votes were cast "YES" and 223 votes were cast "NO" and 14 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 554.

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.

/s/Linda Demry, Chairperson, Board of Supervisors

ATTEST: /s/Kelly Howard, County Auditor and Commissioner of Elections

McGill motioned to approve Resolution 2020-27. Seconded by Smith. All voted aye.

RESOLUTION #2020-27

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 554 ballots, of which 321 votes were cast "YES" and 232 votes were cast "NO" and 1 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 554.

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.

/s/Linda Demry, Chairperson, Board of Supervisors

ATTEST: /s/Kelly Howard, County Auditor and Commissioner of Elections

Ordinance 50: LOSST was read. There were no public comments. McGill motioned to close the public hearing. Seconded by Smith. All voted aye.

Smith motioned to approve the first reading of Ordinance 50 and waive the second and third readings. Seconded by McGill. All voted aye.

John Hansen from Midwest Construction Consultants presented revised contracts to the board for their approval for both himself and Rick Weidner. Smith motioned to approve the contracts following the approval of the county attorney. Seconded by McGill. All voted aye. Hansen discussed the jail project schedule.

Joseph Burg the Conservation Director introduced himself to the Board.

Smith motioned to approve the 2020 Business Property Tax Credit applications. Seconded by McGill. All voted aye.

Smith motioned to approve the FY2022 Cost Allocation Plan. Seconded by McGill. All voted aye.

Skinner provided an update to the Board. The seal coat project should be completed next week. They will continue to reshape roads in small segments. They are collecting pavement cores to help determine future project needs. T20 repaving is in the final stages with the DOT and will have a January letting. Twin tanker cars will be installed on 110<sup>th</sup> and a beam and slab on 400<sup>th</sup> still this fall. Demry questioned rocking the airport road. Skinner stated the first application had been put down but it will be getting more. McGill asked why the doors were locked. Skinner stated that due to COVID they are available by phone. McGill asked for the specs on oil and batteries. Skinner stated he didn't bring them with him. Demry questioned when they will start working 5 days. Skinner stated mid November. Demry suggested they go back to 5 days the end of October. Skinner stated he will look at it and get back to them. Smith asked about the Mystic and Clarkdale railroad crossing. They are checking with the railroad on when they can work on them.

Public comments: none.

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

The Board adjourned to meet at the call of the Auditor at 9:45 A.M.

Appanoose County Board of Supervisors

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attest:

\_\_\_\_\_

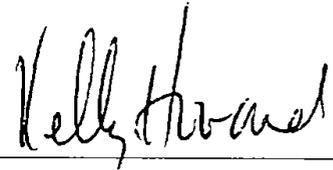
Kelly Howard, Appanoose County Auditor

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 September 30, 2020, and the same has been paid to the proper authorities as per duplicate voucher as attached:

Plat Books	\$50.00
Copy Work	\$5.25
Misc.	\$40.00
Total	<u>\$95.25</u>

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



County Auditor

# County Recorder's Report of Fees Collected

(See Chapter 442, Code)

STATE OF IOWA,  
APPANOOSE }  
County, } ss.

TO THE BOARD OF SUPERVISORS OF APPANOOSE COUNTY:

I, Teddy Walker, Recorder 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 ending, SEPTEMBER 30, 2020, and the same

has been paid to the County Treasurer, as per duplicate voucher No. 19313, 19314, 19412, hereto attached:  
19413, 19488, 19489

For Recording Deeds	2980	00
For Real Estate Mortgages	9910	00
For Releases and Assignments	1115	00
For Hunting and Fishing Licenses Writing Fees	53	75
For Furnishing Certified Copies of Records - Xerox Copies	692	05
Motor Boat Registration Writing Fees	198	75
Miscellaneous	3198	00
Snowmobile & ATV Writing Fees	51	25
R. E. Transfer Tax - 17.25%	6427	89
Vital Records -	1552	00
County Conservation - 50% Boat Titles	245	00
<b>TOTAL</b>	<b>26423</b>	<b>69</b>

All of which is respectfully submitted.

*Teddy Walker*  
County Recorder.

Subscribed and sworn to before me by Teddy Walker

County Recorder, this 12 day of October

*Kelly Howard*  
2020



Auditor APPANOOSE County.

DISTRICT COURT OF APPANOOSE COUNTY

REPORT OF FEES COLLECTED

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

To the Board of Supervisors of Appanoose County:

I, Jeannie Houser, Clerk/Clerk's Designee of the District Court of the above named County and State, do hereby certify that the following is a true and correct statement of the fees collected by the Clerk of Court for the month of September, 2020, and The same has been paid to the County as per receipt attached

COUNTY SHARE OF PRISONER ROOM & BOARD

1000-1000-4440-05-302	Total Prisoner Room & Board Reimbursement	
	100% General Basic	\$ <u>414.94</u>
29000-01000-4440-05-301	60% Transfer to Sheriff	\$ <u>248.96</u>

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

\_\_\_\_\_, 20\_\_\_\_\_.

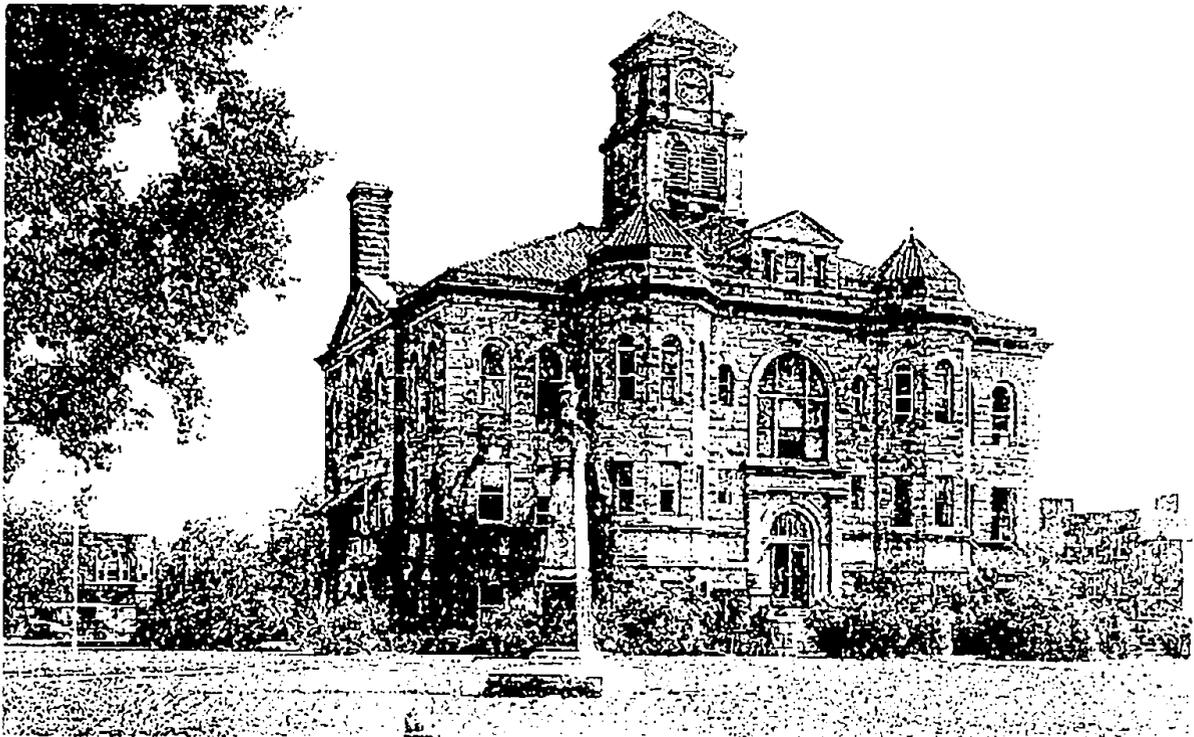
Signed: \_\_\_\_\_

Chairperson

Report of Administrator of Veteran Affairs  
 01 July 2020 to 30 September 2020

#	Address	Month	Food	Rent	Transportation	Utilities/Gas	Funeral Services	Care of Soldier Gr.	State Allocatic	Total
Windstream		July-Sept								\$400.19
Forbes		July-Sept								\$38.72
Casey's MC		July-Sept					\$48.43			\$16.14
Quill		July-Aug								\$85.89
Dan Bennett		July			\$770.00					
VA Med Center(Van Lease)		July			\$3,000.00					
Eastern Iowa Tire		July			\$66.00					
Soultions		Aug								\$339.00
Impressive Designs		Sept								\$74.00
194	Centerville	July-Sept			\$99.61					
213	Centerville	July-Sept			\$200.00					
250	Centerville	July-Sept	\$39.82							
92	Centerville	July-Sept	\$159.04							
22	Centerville	July-Sept			\$40.00					
271	Centerville	July-Sept			\$80.00					
267	Centerville	July-Sept	\$79.59							
			\$278.45	\$0.00	\$4,255.61	\$0.00	\$48.43	\$0.00	\$953.94	\$5,536.43

# Appanoose County



## Employee Handbook

October 2020

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## **Introduction**

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

## **At-Will Employment**

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

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

All employees responsible to the Appanoose County Board of Supervisors.

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

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

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

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

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

## **Equal Employment Opportunity**

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

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

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

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

### **Harassment**

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

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

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

### **Sexual Harassment**

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

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

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

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

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

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

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

### **Definitions**

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

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

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

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

### **Job Openings**

Whenever a vacancy occurs within the County, the opening will be posted on the courthouse bulletin board for 10 days and advertised in the local newspaper.

Current employees may indicate their interest in being considered for the vacancy by submitting an application for the position in writing to the Elected Official or Department Head within the stated posting period. The Elected Official or Department Head will make the recommendation on who is to fill an opening in their office to the Board of Supervisors or appropriate governing board. Appanoose County reserves the right to use other recruiting sources to fill open positions at their discretion.

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

### **Veteran's Preference**

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

### **Employment of Relatives**

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

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

### **Work Schedule**

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

### **Overtime**

Periodically, overtime work is necessary to maintain County operations. In most cases, there are a sufficient number of employees available to make overtime work

optional. Occasionally, however, the Elected Official or Department Head may require the employee to work overtime.

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

Exempt employees shall not receive overtime or compensatory time.

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

### **Sick Leave**

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

Accumulated sick leave may be used for the following:

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

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

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

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

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

### **Jury Duty**

Employees may be granted time off with pay for the purpose of jury duty. The employee will be granted time off only for that portion of the workday necessary to serve duty. Any jury duty pay received by an employee shall be turned over to the County.

### **Bereavement Leave**

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

### **Family Medical Leave**

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

FMLA leave will be granted for the following circumstances:

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

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

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

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

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

weeks, you will become responsible for payment of the entire health insurance premium to maintain coverage.

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

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

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

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

### **Unpaid Leave of Absence**

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

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

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

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

An employee who fails to return from an unpaid leave of absence on the date specified in the request shall be considered to have resigned his/her position, unless a written request for extension has been submitted by the employee, recommended

by the elected official or department head, and approved by the elected official, Board of Supervisors or appropriate governing board.

While on an unpaid leave of absence, an employee shall not accrue sick leave or vacation benefits. Nor shall time spent on an unpaid leave of absence be considered time worked for the purpose of receiving an in-grade wage increment. The employee must pay his/her own group health and life insurance premiums for that portion of an unpaid leave of absence in excess of thirty (30) days unless on Family Medical Leave.

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

### **Holidays**

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

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

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

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

### **Personal Leave**

Full-time employees shall receive 3 personal leave days per year (Either 24 or 21 hours depending on normal schedule.) Personal leave usage shall be requested in writing and approved in advance by the Elected Official or Department Head. Personal days must be used within 1 year of receiving the leave.

### **INJURIES**

Employees should report any work-related injury as soon as practicable and prior to leaving the work, when possible, but no later than 24 hours after the accident.

Appanoose County will accommodate work-related injuries, provided that restricted work is available. Appanoose County shall not accommodate non-work-related injuries, unless it is determined that the injury is considered a disability under the ADA/ADAAA.

Employees who are eligible for workers' compensation benefits may use their sick leave accrual to supplement their workers' compensation benefit.

**Vacation**

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

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

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

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

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

**Military Leave**

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

**Travel Expense**

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

**Fitness for Duty**

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

**Licenses**

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

## **County Equipment**

Appanoose County provides supplies, equipment, and materials necessary for you to perform your job. These items include but are not limited to: telephones, computers, email and the internet. These items are intended to be used for the County purposes. Minimal, appropriate personal use may be acceptable as determined by your Elected Official or Department Head. Employees have no reasonable expectation of privacy with respect to any County provided equipment whether or not employees have private access or an entry code into any system.

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

- Violates or infringes on the rights of any other person, including the right to privacy;
- Contains defamatory, false, inaccurate, abusive, obscene, pornographic, profane, sexually oriented, threatening, racially offensive, or otherwise objectionable or illegal material;
- Contains any material or comments that would offend someone on the basis of his or her race, gender, age, sexual orientation, gender identity, religious or political beliefs, national origin, or disability.
- Restricts or inhibits other authorized users from using the system or otherwise inhibits the efficiency of the computer system.
- Encourages the use of controlled substances or uses the computer system for the purpose of inciting crime, or
- Use of the system for any other illegal purpose.
- Appanoose County may store deleted emails for up to 90 days, at which time they shall be permanently removed.

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

- Conduct any business activity or solicit the performance of any activity which is prohibited by law; or

- On-line game playing;
- Transmit material, information or software in violation of any local, state or federal law;
- Conduct any fund raising and public relations activities, not related to County operations.

### **Cell Phone**

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

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

### **Discipline**

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

Discipline given to employees greater than 12-months prior, should not be used to increase the level of progressive discipline.

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

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

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

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

In accordance with Iowa Code, information placed in the employee's personnel file as a result of disciplinary action, may become a public record.

### **Grounds for Disciplinary Action**

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

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

10. Incompetence, ineffectiveness, inefficiency or wastefulness in the performance of assigned duties.
11. Disregard for safety policies, procedures, reporting requirements, and/or proper use of safety equipment.
12. An attendance record, which demonstrates a consistent or continual lack of availability for work to the extent that ineffectiveness or inefficiency of services results.

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

### **Drug Free Workplace**

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

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

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

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

### **Personnel Files**

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

Personnel files are the property of Appanoose County, and access to the information they contain is restricted. Generally, only management personnel of

Appanoose County who has a legitimate reason to review information in a file is allowed to do so.

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

## **Insurance**

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

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

## **Health Insurance**

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

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

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

## **COBRA**

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

### **Continued Retiree Coverage**

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

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

### **Life Insurance**

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

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

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

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

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

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

---

(Employee Name)

---

(Employee Signature)



**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**

October 15, 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 Casara Willey, effective November 1, 2020 be approved for the position of Deputy Sheriff. Willey's appointment will fill a vacancy that is currently open within the Deputy Patrol Division.

Ms. Willey 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;

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

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**

October 15, 2020

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

Re: Casara Willey

Dear Kelly;

Contingent upon the Board of Supervisors approval, I will be appointing Casara Willey as a Deputy Sheriff. Casara's appointment will be effective November 1, 2020 and she will begin her employment at that time.

Casara's base salary will be 60% of the Sheriff's salary. Casara's salary may be increased in 5% increments until she 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

**TEDDY WALKER**  
Recorder

**MAEGAN MESSAMAKER**  
Deputy

Office of  
**APPANOOSE COUNTY RECORDER**  
c/o Courthouse  
201 N. 12th Street  
Centerville, Iowa 52544

October 15, 2020

Appanoose County Board of Supervisors,

Please approve the appointment of Michael D. Craver to represent the Recorder's Office on the Compensation Board with the term ending January 1, 2024.

Thank you,

A handwritten signature in black ink that reads "Teddy Walker". The signature is written in a cursive style with a long horizontal stroke at the end.

Teddy Walker

Appanoose County Recorder



25100 - 520<sup>th</sup> Street  
Centerville, IA 52544  
(641)856-8528



10/3/20

Appanoose County Board of Supervisors:

The ACCB's Seasonal Part Time Mower Technician position has ended due to the end of the summer. This position was held by Donald Stevens. Mr. Stevens's last day was September 25, 2020.

Thank You,

Hannah Wiltamuth  
Interim Director ACCB

*Our mission statement: "To create a balance between man and his environment by educating, providing, and protecting the natural resources of Appanoose County"*





County: Appanoose  
Project #: BRF-005-1(67)—38-04  
Agreement #: 2021-C-040  
Staff Action: N/A

October 1, 2020

Bradley Skinner, P.E.  
Appanoose County Engineer  
1200 Hwy 2 West  
Centerville, IA 52544

Dear Mr. Skinner,

Enclosed is a copy of the Preconstruction Agreement for Iowa 5 within Appanoose County that is currently being planned as a FY 2021 project. The DOT will bear all costs except those allotted to the construction under other terms of this Agreement.

Please review the Agreement and, if you agree, present it to the Board of Supervisors for consideration and approval. If you have the capability to scan at a high quality, you may email it back to my secretary. If not, please mail it back to our office. An approved, original signature copy of this agreement will be emailed back to you for your records.

If you have any questions, please give us a call.

Sincerely,

Jim Armstrong, P.E.  
District 5 Engineer

July 2014

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

County	<u>Appanoose</u>
Project No.	<u>BRF-005-1(67)--38-04</u>
Iowa DOT	
Agreement No.	<u>2021-C-040</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 County, 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 5 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:

Bridge replacement on Iowa 5 over drainage ditch 0.6 miles south of County Road T30. See Exhibit A.

**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. Iowa 5 through-traffic will be maintained during the construction.
- b. 573<sup>rd</sup> Street west of Iowa 5 will be temporarily relocated south approximately 300' during the construction of the project. A 24' wide granular surfaced detour will be constructed. The detour will be removed and 573<sup>rd</sup> will be re-opened to traffic at the completion of the project. See Exhibit B.
- c. 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.
- d. If this project causes the temporary closure of a road during construction, the DOT shall meet with the

July 2014

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.
- c. Structures built by the DOT over or under a primary road will be maintained structurally sound by the DOT, including repairs to floors and railing and painting. For structures serving roadways which are not on the primary road system, the cleaning and removal of snow, debris and foreign objects from local road traffic lanes, sidewalks or walkways within the project limits (if any) including pedestrian overpasses or underpasses will be the responsibility of the LPA.

#### **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. 2021-C-040 as of the date shown opposite its signature below.

**BOARD OF SUPERVISORS OF APPANOOSE COUNTY:**

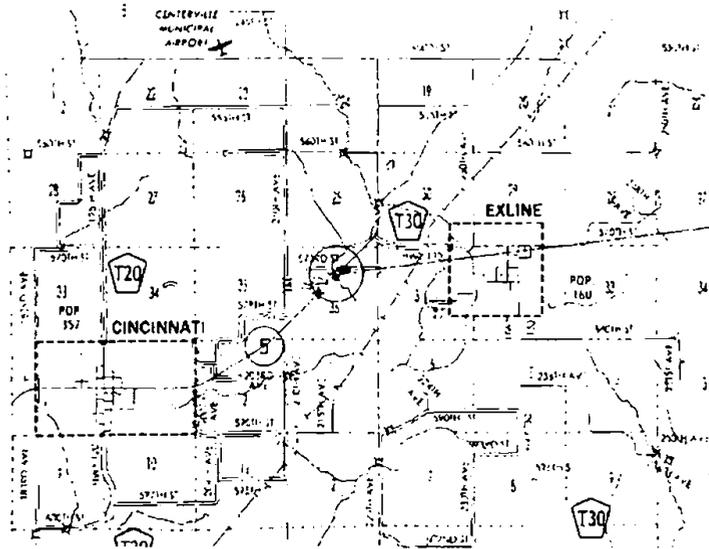
By: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_.  
Chairperson

ATTEST:

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

**IOWA DEPARTMENT OF TRANSPORTATION:**

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



Project Location  
Sta. 545+86.96  
FHWA No. 13901  
Maint No. 0407.6S005  
Ref. Loc. 7.64

