

OFFICE OF THE

Appanoose County Auditor

KELLY HOWARD

COURTHOUSE
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Meeting Agenda
December 17, 2018

The Appanoose County Board of Supervisors will meet Monday, December 17, 2018 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 December 3, 2018 meeting
4. Approve reports (payroll and Prisoner Room & Board Transfer)
5. Approve bills
6. Larry Golic re: Roads
7. Fred Dorr re: Request for vacation of easement
8. Approve Data Grant Agreement
9. Approve Secondary Roads Quarterly Transfer (\$155,652.50)
10. Approve Sheriff's Office hiring: Tim Swan
11. County Engineer report
12. CDS Coordinator
 - a. Report
 - b. Employee Review – Possible Closed Session per Iowa Code 21.5(1)(i) To evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is be considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.
13. Public Comments
14. Adjourn

Posted 12/12/18

December 3, 2018

Appanoose County Board of Supervisors met in regular session December 3, 2018 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Mark Waits, Chairman, Neal Smith and Linda Demry, Boardmembers. Absent: None.

Meeting started with the Pledge.

A moment of silence was observed for former President George H.W. Bush.

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

Smith motioned to approve the minutes of the November 19 & 27, 2018 meetings. Seconded by Demry. All voted aye.

Roger Shindell from Carosh Compliance Solutions gave the Board an update on the HIPAA plan. The presentation was interrupted for the public hearing.

Smith motioned to open the public hearing for ZOMA 1119-01 at 9:15 A.M. Seconded by Demry. All voted aye. The auditor read Ordinance # ZOMA 1119-01. Waits stated he attended the zoning board meeting and the zoning board unanimously approved the change. Jeff Probasco asked where this property is located. Waits stated by The Cave. Demry motioned to close the public hearing at 9:21 A.M. Seconded by Smith. All voted aye. Demry motioned to approve the first reading and adopt ZOMA 1119-01. Seconded by Smith. All voted aye. Demry motioned to waive the second and third readings of ZOMA 1119-01. Seconded by Smith. All voted aye.

Smith motioned to open the public hearing for Appanoose County Ordinance No. 48 at 9:21 A.M. Seconded by Demry. All voted aye. The auditor read Ordinance #48. No comments. Smith motioned to close the public hearing at 9:26 A.M. Seconded by Demry. All voted aye. Smith motioned to approve the first reading and adopt Appanoose County Ordinance No. 48 Assessment of Wind Energy Conversion Property. Seconded by Demry. All voted aye. Demry motioned to waive the second and third readings of Ordinance No. 48. Seconded by Smith. All voted aye.

Shindell continued his update. He presented a renewal engagement letter for approval. Demry motioned to stay with HIPAA Select and sign the engagement letter dated 12/3/18. Seconded by Smith. All voted aye.

Nichole Moore from Chariton Valley Planning & Development requested the board budget \$30,000 each in FY20 and FY21 to update the Hazard Mitigation Plan. She also presented a Comprehensive Plan Contract in the amount of \$50,000. The board requested the contract be amended to start 7/1/2019. Moore stated she can change the start date. Demry motioned to approve the contract with a beginning date of 7/1/2019. Seconded by Smith. All voted aye.

Demry motioned to approve Resolution Approving Plat of The Coves of Sundown Lake Phase XI. Seconded by Smith. All voted aye.

RESOLUTION APPROVING PLAT OF THE COVES OF SUNDOWN LAKE PHASE XI

WHEREAS, A subdivision located in: ALL THAT PART OF OUTLOT 1 OF THE SE1/4 OF THE NE1/4 IN SECTION 30, TOWNSHIP 70N, RANGE 16W OF THE 5TH PM, IOWA AS SHOWN IN BOOK 2009 PAGE 314 IN THE APPANOOSE COUNTY, IOWA RECORDERS OFFICE EXCEPT PARCEL A OF SAID OUTLOT 1, AS SHOWN I BOOK 2016 PAGE 2400 IN SAID APPANOOSE COUNTY RECORDERS OFFICE, AND PARCEL B LOCATED IN LOT 19, THE COVES OF SUNDOWN LAKE PHASE VI AS SHOWN IN BOOK 2016 PAGE 2400 IN SAID APPANOOSE COUNTY RECORDERS OFFICE AND LOT 41 OF LOT 110, LAKE TUBAUGH SUBDIVISION, ALL IN APPANOOSE COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING AT THE SOUTHWEST CORNER OF SAID SE1/4 NE1/4; THENCE NORTH 00°38'55" WEST, ALONG THE WEST LINE

OF SAID OUTLOT 1, A DISTANCE OF 667.42 FEET; THENCE NORTH 89°16'11" EAST ALONG THE NORTH LINE OF SAID PARCEL B, A DISTANCE OF 507.14 FEET; THENCE SOUTH 00°34'14" EAST A DISTANCE OF 228.67 FEET; THENCE SOUTH 13°33'41" EAST, A DISTANCE OF 116.31 FEET; THENCE SOUTH 00°39'50" EAST, A DISTANCE OF 324.65 FEET; THENCE SOUTH 89°11'43" WEST, A DISTANCE OF 533.10 FEET TO THE POINT OF BEGINNING, CONTAINING 7.99 ACRES MORE OR LESS AND SUBJECT TO ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD.

As more particularly described in Plat of survey dated November 22, 2018, has been filed with the Appanoose County Auditor and is found to be correct and in accordance with the provisions of the laws of the State of Iowa and the ordinances of Appanoose County, Iowa.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF APPANOOSE COUNTY, IOWA, that the plat of The Coves of Sundown Lake Phase XI be and the same is hereby acknowledged and approved, and the Chairman of Appanoose County Board of Supervisors and the Appanoose County Auditor are hereby directed to certify this Resolution of approval and affix the same to said plat as by law provided.

PASSES AND APPROVED this 3rd day of December 2018.

/s/ Mark Waits, Chairman Appanoose County Board of Supervisors

ATTEST /s/ Kelly Howard, Appanoose County Auditor

Waits provided an update on ambulance service. Mercy Hospital will do transports starting 12/1/18. Midwest Medical will provide E911 service until 12/10/18 at which time Mercy will take over. Appanoose County will pay the income surtax to Midwest Medical. Kyle Ocker asked if Mercy is charging Appanoose County. Waits' understanding is there is no charge.

Waits proposed to pay \$400 to transport the deceased to the state medical examiner's office roundtrip and also pay \$90 for a disaster pouch for said transport to the state medical examiner's office. Demry asked Tom Lange if he was okay with this proposal. He stated he was. Demry motioned to approve paying \$400 to transport the deceased to the state medical examiner's office and return the deceased to Appanoose County, and also pay \$90 for a disaster pouch for the transport to the state medical examiner's office. Seconded by Smith. All voted aye.

FYI-The County Attorney has appointed Ed Cox to the Compensation Board to fulfill the remaining term of Jim Underwood whom had to step down due to becoming the Magistrate.

The Compensation Board met 11/27/18 and recommended giving the Board of Supervisors 2%, the County Attorney 8%, and the Sheriff, Treasurer, Auditor and Recorder 4%. Smith motioned to cut the recommended percentages by 50%. Seconded by Demry. All voted aye. Demry motioned to pay the Chairman of the Board of Supervisors an additional \$500 as recommended by the Compensation Board. Seconded by Smith. All voted aye.

Demry motioned to accept the resignation letter from Drake Pasa on the Conservation Board effective immediately. Seconded by Smith. All voted aye.

Demry motioned to approve Resolution # 2018-29. Seconded by Smith. All voted aye.

RESOLUTION #2018-29

BE IT RESOLVED by the Board of Supervisors of Appanoose County, Iowa, that Gary Bishop, the Interim County Engineer of Appanoose County, Iowa, be and is hereby designated, authorized, and empowered on behalf of the Board of Supervisors of said County to execute the certification of completion of work and final acceptance thereof in accordance with plans and specifications in connection with all Farm-to-Market and federal or state aid construction projects in this county.

Dated at Centerville, Iowa, this 3rd day of December, 2018.

Appanoose County Board of Supervisors

Centerville, Iowa

/s/Mark Waits, Chairman

/s/Neal Smith

/s/Linda Demry

ATTEST /s/Kelly Howard, County Auditor

Interim County Engineer, Gary Bishop, needs a plan to hire an engineer submitted to the DOT. He presented a Farm to Market Gravel Letting for approval. Smith motioned to approve the gravel letting. Seconded by Demry. All voted aye. The crews have been working on snow removal and once the ground freezes will work on brush cutting. The new maintainer has arrived. The other maintainers continue to get worked on. Waits thanked the road department for their work on snow removal. He will also contact Paul Greufe to get a job description for the engineer to Bishop.

CDS Coordinator, Stephanie Koch, stated the next governing board meeting will be December 21st at 9:30 A.M. in Wapello County. There will be an Advisory Board meeting the 6th at 1 P.M. also in Ottumwa. Optimae will have an open house on the 10th. Finally, mobile crisis should be open next month.

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

| | | |
|--------------------------------|---------------------------|---------|
| Iowegian | Typing-Print.-Bind.Serv. | 257.25 |
| Alliant | Engineering Services | 540.50 |
| App Co Historical Society | Contrib. & Purchase Serv | 750.00 |
| Sec Rds | E911 Sign Expense (Labor) | 60.00 |
| Aramark | Engineering Services | 78.85 |
| Banleaco | Off. Supplies & Forms | 76.90 |
| B Brown | Twp Clk & Trustees | 20.00 |
| CANTERA AGGREGATES LLC | Engineering Services | 7769.10 |
| Casey's | Transportation | 311.09 |
| Cville Iron | Engineering Services | 35.61 |
| Cville Wtrwks | Water & Sewer | 430.95 |
| Centurylink | E911 Telephone Expense | 257.72 |
| Cherokee Co Sheriff | Legal Serv. Dep-Subp-Tran | 38.00 |
| City Cville | Salary-Regular Employees | 4328.95 |
| City of Plano | Maintenance Contract | 207.26 |
| City of Unionville | Maintenance Contract | 178.32 |
| Commodity Credit Corp | Planning Services | 912.00 |
| Construction & Aggregate Prod | Engineering Services | 174.75 |
| CONVENIENT CARE FAMILY MEDICIN | Engineering Services | 30.00 |
| Cross Dillon | Engineering Services | 1506.96 |
| S Dittmer | Legal Serv. Dep-Subp-Tran | 373.00 |
| Fogle TV | Motor Vehicle | 101.92 |
| Galls | Uniforms | 210.19 |
| GINGERICH LOGGING SUPPLY LLC | Engineering Services | 86.35 |
| Goodman Rental Property | Rent Payments | 350.00 |
| PJ Greufe | Health Insurance | 1500.00 |
| HENDERSON PRODUCTS INC | Engineering Services | 73.48 |
| Hy-Vee | Food Preparation Service | 2316.00 |
| Hy-Vee | Food & Provisions | 73.72 |
| Hy-Vee #1009 | Medical & Health Services | 18.25 |
| Hy-Vee Pharm | Medical & Health Services | 16.99 |
| IA Dept of Transp | Educational & Train.Serv. | 1800.00 |
| J&K Rentals | Rent Payments | 450.00 |
| Don Jones | Twp Clk & Trustees | 20.00 |
| Kimball | Engineering Services | 1206.47 |

| | | |
|--------------------------------|---------------------------|-----------|
| Knox Co Stone | Engineering Services | 6759.20 |
| Landings | Rent Payments | 635.00 |
| Mail Serv | Vehicle Renewal Notices | 535.40 |
| Mercy Med Ctr | Engineering Services | 31.00 |
| Midwest Wheel | Engineering Services | 2316.05 |
| M&M Sales | Photocopy & Duplicating | 490.26 |
| Monroe Sheriff | Legal Serv. Dep-Subp-Tran | 31.50 |
| Natel | Telephone & Telegr.Serv. | 1074.31 |
| Nat'l Sheriffs Assn | Dues & Memberships | 760.00 |
| O'Reilly | Motor Vehicle | 27.98 |
| Office Ctr | Engineering Services | 472.91 |
| Orschelns | Engineering Services | 129.99 |
| Pattison Sand | Engineering Services | 3237.96 |
| Pella Motors | Vehicle Repair & Maintce | 845.74 |
| Petty C-Sheriff | Postage & Mailing | 12.14 |
| Railroad Yard, Inc | Bridge & Culvert Maint. | 59000.00 |
| RRWA | Engineering Services | 25.75 |
| River Hills | Medical & Health Services | 400.00 |
| Rockmount Research | Engineering Services | 225.54 |
| S Scieszinski | Mileage & Transp. Expense | 296.89 |
| SE IA Assessors | Educational & Train.Serv. | 300.00 |
| D Sherrard | Twp Clk & Trustees | 20.00 |
| Simmons Bldg Materials | Equip. Parts & Supplies | 35.60 |
| SNAP-ON TOOLS CORP BROCK HAINE | Engineering Services | 72.45 |
| Solutions | Off. Supplies & Forms | 88.75 |
| Dennis Sturms | Mileage & Transp. Expense | 255.40 |
| Thomson Reuters | Books & Periodicals | 215.00 |
| R Tisue | Mileage & Transp. Expense | 21.65 |
| TOP GUN TOOLS | Engineering Services | 189.90 |
| Sandra Tripp | Rent Payments | 400.00 |
| Underwood Law | Legal & Ct-Related Serv. | 5324.70 |
| US Bank | Off. Supplies & Forms | 1486.90 |
| US Cellular | Telephone & Telegr.Serv. | 415.30 |
| Vanguard Appraisals | Appraisal & Consultant Se | 437.50 |
| Walmart | Off. Supplies & Forms | 492.72 |
| WEST ROOFING | Engineering Services | 9370.00 |
| J Willier | Legal & Ct-Related Serv. | 1625.00 |
| World Data Corp | Books & Periodicals | 300.00 |
| Grand Total | | 124919.07 |

Demry motioned to approve bills and handwritten check to Bankers Trust for \$9,141.25.

Seconded by Smith. All voted aye.

Public comments: None

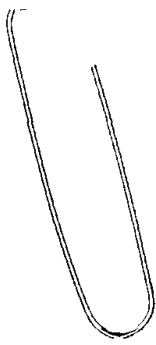
Demry motioned to adjourn. Seconded by Smith. All voted aye.

The Board adjourned to meet at the call of the Auditor at 10:15 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor



DISTRICT COURT OF APPANOOSE COUNTY

REPORT OF FEES COLLECTED

PRISONER ROOM AND BOARD

To the Board of Supervisors of Appanoose County:

I, 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 November, 2018, 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>2126.10</u> |
| 29000-01000-4440-05-301 | 60% Transfer to Sheriff \$ <u>1275.66</u> |

Transfer authorized by Appanoose County Board of Supervisors this _____ day of

_____, 20____. Signed: _____
Chairperson

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

This Data Grant Agreement is entered into this 11th day of Dec, 2018 by and between Appanoose County AND

Jon Fister (RRWA) (Hereinafter referred to as Grantee)
(Print or Type Grantee Name)

16166 Hwy 329 Centerville, IA 52544
(Print or Type Grantee Address)

Jon Fister
(Print or Type Grantee Contact Person)

641-647-2416
(Print or Type Grantee Telephone Number)

Project Name and Description: Adding shutdown roads to maps

The PURPOSE OF THIS DATA GRANT AGREEMENT is to specify the terms and conditions under which Appanoose County grants the use of Appanoose County Geographic Information System (GIS) data and/or digital data products to the above mentioned Grantee for the project described.

NOTE: Appanoose County GIS cadastral map data does not replace or modify land surveys, deeds, and/or other legal instruments defining, land ownership and use.

Appanoose County has developed a digital graphic and tabular database (Geographic Information System, hereinafter GIS), depicting land and cadastral data based on NAD_1983 State Plane Iowa South FIPS 1402 Feet Coordinate System.

Appanoose County agrees to grant the use of the GIS data listed on page 4 of this agreement, which have been reviewed and are suitable for this project which benefits the citizens of Appanoose County. This GIS data will be free of charge, though there may be charges based on the direct cost of materials and services to provide the data.

Grantee agrees that the GIS Data provided under this Agreement are intended for the sole use of the Grantee in support of the specific project referenced above. GIS Data is granted for the life of the project and may be enhanced, analyzed, manipulated or output by the duly authorized agents of the requesting agency or organization but only for the purposes of the specified project.

Grantee also agrees a copy of all digital data (with appropriate documentation), publications, maps, or other geographic or summary information produced by this project shall be provided to the GIS Technician.

Grantee hereby acknowledges the limitations of the Appanoose County GIS data and information contained therein and restrictions on the use of the GIS data.

Limitations of the data and information provided

1. Appanoose County is not responsible for any hardware or software needed to access and use the data and information therein.
2. The Appanoose County GIS data distributed by Appanoose County contains information from publicly available sources. Appanoose County has developed the data for internal use. All data is provided as is, with all faults, and without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
3. The Grantee understands and acknowledges that the data and information contained therein are subject to constant change and that its accuracy cannot be guaranteed. Appanoose County makes no warranties or a guarantee, either expressed or implied, as to the accuracy, completeness, or correctness of such data, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.
4. Appanoose County shall not be subject to liability for human errors, defect or failure of machines, or any material used in connection with the machines, including but not limited to disks and energy.
5. Appanoose County shall not be subject to liability for any lost profits or consequential damages, or claims against the Grantee by Third parties. The liability of Appanoose County for damages, regardless of the form of the action, shall not exceed the fee paid for the GIS data.
6. The entire risk as to the quality, performance and usefulness of the data rests with the Grantee.
7. The Grantee releases Appanoose County and its officers, agents, consultants, contractors and employees from any and all claims, actions or causes of action for damages including, but not limited to, any costs of recovering, reprogramming or reproduction of programs or data stored in or used with the Appanoose County GIS data, damage to property, damages for personal injury or for any lost profits, lost savings or other special incidental or consequential damages arising, from the use of or inability to use the Appanoose County GIS data.
8. The Grantee shall indemnify and hold harmless Appanoose County and its officers, agents, consultants, contractors and employees from any and all liability claims or damages to any person or property arising, from or connected with the use of Appanoose County GIS data.

Restrictions on use of the data and information provided

1. The Grantee understands that this is a one-time only delivery and that Appanoose County has no responsibility for updating this product or information therein.
2. This Data Grant Agreement does not constitute a transfer of any title or interest in the Appanoose County GIS data.
3. The Grantee agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for databases, tax maps, and other collateral information, and products established or produced by Appanoose County, or the vendors furnishing said items to Appanoose County.
4. The Grantee may copy the Appanoose County GIS data granted via this agreement only for backup purposes.
5. Derived products such as graphic displays and printed tabular listings derived from Appanoose County GIS data may be used in publications and presentations, provided that credit is given to Appanoose County as the custodian of the data and credit is also given to the original source of the data if other than Appanoose County. Appanoose County also requires that in the use of this data the Grantee employ, attach or release a statement which includes the following text:
6. The Grantee shall use the GIS data exclusively for internal use and not for the use by any other person or entity, including, but not limited to, any entity which is affiliated with the Grantee.
7. In order to maintain data quality and consistency and to ensure notification to all parties regarding data updates, the Grantee agrees that the GIS data or portion thereof will not be licensed, assigned, released, published, transferred, sold or otherwise made available to a third party without the expressed written permission of Appanoose County. The Grantee should instead refer other governmental units, agencies, organizations, companies or individuals to Appanoose County for direct distribution of Appanoose County GIS data.
8. Upon the occurrence of the breach of or non-compliance with any term or provision of this Agreement, Appanoose County may provide written notice of the occurrence to the Grantee, and terminate this Agreement. This Agreement shall terminate immediately following such notice by Appanoose County. The Grantee shall, within 30 days after termination of this Agreement, return all GIS Products that were exchanged through this Agreement and are in the possession of the Grantee to Appanoose County.
9. This Grant Agreement constitutes the entire agreement between the parties hereto. This Agreement may not be changed, modified, or amended, in whole or in part, except in writing, and signed by the parties.
10. This Agreement and performance hereunder shall be governed and construed by the Laws of the State of Iowa.

Appanoose County makes no claims as to the reliability of the data or the validity of any future use of this data. Appanoose County maintains an ongoing program to record and correct errors in this data that are brought to its attention.

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

The GIS Products being provided via this agreement are: 911 roads file

Grantee shall pay Appanoose County a one-time fee of \$ 0 .⁰⁰ for the direct cost of materials and services as itemized on the Appanoose County GIS Data Cost Analysis sheet.

The undersigned acknowledges the terms and conditions of the Data Grant Agreement specified above and warrants to Appanoose County that he/she has full power and authority to enter into, and where applicable, to act as the agent of the Cooperator and be bound to perform its obligations under this Agreement;

Authorizing Signature: Jon Foster Date Dec 11 2015

Print Name: Jon Foster

Title: GIS Specialist

Company or Affiliation: RRWA

Appanoose County acknowledges this Data Exchange Agreement as specified above:

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

To submit this form please print, complete, and mail to:
GIS Technician
1200 Hwy 2 West
Centerville, Iowa 52544

RESOLUTION 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 \$ 155,652.50 is ordered to be transferred from the Rural Services Fund to the Secondary Road Fund, effective 12-17-2018.

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 12-17-2018 the vote being as follows:

Ayes: _____

Nayes: _____

Attest:

County Auditor



**Office of
APPANOOSE COUNTY SHERIFF**



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

December 6, 2018

To: Kelly Howard
Appanoose County Auditor

From: Gary D. Anderson, Sheriff

Re: SWAN, Timothy Paul

Timothy Swan has been hired as a part-time Jailer effective December 6, 2018. Swan's hourly rate will be \$23.98.

If you have, any questions feel free to give me a call.