

OFFICE OF THE

*Appanoose County Auditor*

**KELLY HOWARD**

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Meeting Agenda  
February 16, 2021

The Appanoose County Board of Supervisors will meet Tuesday, February 16, 2021 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 February 1, 2021 meeting
4. Approve reports (2/5 payroll)
5. Approve bills
6. Approve Economic Development Services Agreement
7. Approve Tax Suspension
8. Approve Resolution #2021-05: Change of Street Name
9. County Engineer Report
  - a. Approve Right-of-Way Contract for Project No BROS-SWAP-C004(112)-SE04 with Ronald Lee Harris and Rose Marie & William H Carpenter
  - b. Approve Resolution #2021-06 2021:Five Year Program Amendment No. 2
    - i. Add Project No. FM-C004()-55-04, 2021 Seal Coat Project on portions of JT, J3T and T14
    - ii. Advance Project No. L-9912A-73-04, Bridge on 150<sup>th</sup> Ave on West Line Section12, T69N, R19W
  - c. Approve plans for 2021 FM Rock Haul, Project No FM-C004(113)-55-04
  - d. Set Local Letting for 2021 FM Rock Haul, Project No FM-C004(113)-55-04
10. 9:15 A.M. Public Hearing FY22 Max Levy Notice
11. Approve Resolution 2021-04 Maximum Property Tax Dollars
12. Set Public Hearing FY22 County Budget
13. 9:20 A.M. Public Hearing Final Plat: Irish Cove Subdivision
14. Set Public Hearing for ZOMA 0615-05: Parcel changing from Ag to Commercial
15. CDC Coordinator Report
16. Public Comments
17. Adjourn

Posted 2/10/2021

February 1, 2021

Appanoose County Board of Supervisors met in regular session February 1, 2021 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Linda Demry, Chairperson, Mark McGill and Jeff Kulmatycki, Boardmembers. Absent: none.

Meeting started with the Pledge.

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

McGill motioned to approve the minutes from the January 18, 2021 meeting. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve 1/22 payroll, DHS Quarterly Report and December Prisoner Room and Board. Seconded by McGill. All voted aye.

McGill questioned the Alliant Energy bills for the Secondary Road sheds and the Calhoun claims. McGill motioned to approve the bills. Seconded by Kulmatycki. All voted aye.

Albia PreK & Daycare	Community Support Program	2212.50
Alliant	Engineering Services	1940.27
App Co ISU Ext	Community Support Program	622.28
Sec Rds	E911 Sign Expense (Labor)	120.00
App Co Sheriff	Sheriffs Transportation	87.50
Aramark	Engineering Services	94.28
Bailey Off	Off. Supplies & Forms	180.00
Banleaco	Vehicle Renewal Notices	257.26
Bratz Oil	Mileage & Transp. Expense	90.87
C-D Supply	Off. Supplies & Forms	46.13
Calhoun Burns	Engineering Services	9687.00
Casey's Business MC	Transportation	79.10
Cville Wtrwks	Electric Light & Power	241.22
Centurylink	E911 Telephone Expense	254.75
City Cville	Salary-Regular Employees	5473.04
City of Plano	Maintenance Contract	213.86
City of Unionville	Maintenance Contract	184.00
Continental Research Corp	Engineering Services	292.63
Davis Co Sch	Community Support Program	800.00
Davis Co Daycare	Community Support Program	1032.00
Davis Co ISU Ext	Community Support Program	901.18
Eastern IA Tire	Engineering Services	77.28
Equipment Blades, Inc	Engineering Services	137.80
Fareway	Food & Provisions	151.47
Farm & Home Publishers	Telephone & Telegr.Serv.	29.60
Farmers Mutual Tel	E911 Telephone Expense	521.00
Fogle TV	Equip. Parts & Supplies	51.92
Forbes Office Solutions	Contract Services	38.72
Galls	Uniforms	346.53
PJ Greufe	Health Insurance	1500.00
C Havens	Election Official Comp	178.00
Helmer Scientific	Medical Supplies	670.34
Historic Livingston Fdn	Contrib. & Purchase Serv	250.00
Holiday Inn	Educational & Train.Serv.	291.20
Housby Mack	Engineering Services	93.27
B Howington	Mileage & Transp. Expense	252.03
Bobby Hubbard	Rent Payments	600.00
Independent Salt	Engineering Services	1839.60
Iowa D.A.R.E Assoc	Dues & Memberships	100.00
IA Prison Industries	Engineering Services	523.00

IA ME	Medical & Health Services	2500.00
ISAC	Educational & Train.Serv.	25.00
Kids World	Community Support Program	1563.10
Kimball	Engineering Services	344.21
Krafka Law Office	Legal & Ct-Related Serv.	268.20
R Lamb	Mileage & Transp. Expense	251.89
S Larson	Election Official Comp	185.40
Lee Co Hlth	Community Support Program	295.01
Lockridge	Equip. Parts & Supplies	38.50
Mail Serv	Vehicle Renewal Notices	402.75
Marion Co Pub Hlth	Community Support Program	1532.31
R Matkovich	Rent Payments	400.00
MHC Kenworth	Construction & Maint.	121900.00
Mid Country Machinery	Engineering Services	2897.88
Midwest Wheel	Engineering Services	677.37
MMIT	Off. Supplies & Forms	85.47
Monroe Co ISU Ext	Community Support Program	1986.46
Monroe Pub Hlth	Community Support Program	4727.19
Monroe Sheriff	Legal Serv. Dep-Subp-Tran	40.00
Natel	Telephone & Telegr.Serv.	883.66
Orchard Pl	Community Support Program	1905.49
Ottumwa Courier	Contract Services	640.00
Petty C-Sheriff	Educational & Train.Serv.	94.82
Quick Shop	Transportation	30.72
Quill	Off. Supplies & Forms	285.88
RRWA	Engineering Services	25.75
Ray O'Herron	Uniforms	82.00
River Hills	Medical & Health Services	233.00
SCICAP	Community Support Program	21679.38
Shield Technology	Law Enf. Equip & Weapons	500.00
E Spencer	Election Official Comp	170.80
Statlina Refrigeration	Medical Supplies	595.00
US Bank	Engineering Services	229.33
US Cellular	Contract Services	505.86
USPS	Postage & Mailing	395.00
VERIZON	Off. Supplies & Forms	120.03
White Posts	E911 Addressing(signs)	1515.00
J Willier	Legal & Ct-Related Serv.	1313.00
Windstream	Contract Services	572.69
Wright Pest & Turf Mgmt	Off. Equip Repair & Maint	160.00
Grand Total		204519.78

McGill motioned to approve the liquor licenses for Appanoose Country Club and K&T Partnership. Seconded by Kulmatycki. All voted aye.

McGill motioned approve sending a letter to the First Responder groups in the county. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve the hiring of David Gee as the Veteran Affairs Director starting 2/2/2021 with a beginning wage of \$16.25 per hour. Seconded by McGill. All voted aye.

McGill motioned to approve voiding the outstanding Treasurer check #8203 for \$10. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve the 2021 ISAC Wellness Agreement. Seconded by McGill. All voted aye.

Kulmatycki motioned to set the public hearing for the Max Levy Notice for 2/16/21 at 9:15 A.M. Seconded by McGill. All voted aye.

McGill motioned to set the public hearing for the Final Plat for the Irish Cove Subdivision for 2/16/21 at 9:20 A.M. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve awarding DOT Contract FM-C004(111)55-04 to Manatt's and the Engineer to sign the authorization. Seconded by McGill. All voted aye.

County Engineer, Brad Skinner provided an update to the board. Trucks were out this weekend due to snow removal. There were a couple accidents due to snow drifts on the roads. McGill asked who travels the roads to determine who needs to go back out? Road Foreman Randall Raskie is responsible for that.

McGill motioned to open the second public hearing on the CDBG Grant. Seconded by Kulmatycki. All voted aye. Laurson went over the 9 project points. 1. The grant was needed to purchase additional items in order to help the counties response to COVID-19. 2. The items applied for include: Centerville Cares Coronavirus Food Drive \$3,500, Lord's Cupboard Food Pantry \$2,500, APC-Food Pantry \$2,500, Gasoline gift cards for resident testing \$1,100, 11 tablets with monthly internet service for 1 year \$9,080.28, 8 Clorox Spore Defense Disinfecting Cleaners \$27,999.92, 10 hand sanitizer stations \$1,450, 4 Victory backpack sprayers \$12,000, 2 Mr. Sterilizer 100W UV-C lamps \$998.98, and 1 UV machine Surface and Air Sanitizer \$50,000. 3. \$111,029.18 was requested and \$50,947 was awarded. 4. Almost all items purchased benefited low and moderate income persons. 5. The location of the project activities is Appanoose County. 6. There is no relocation that needs to take place because of the CDBG project. 7. Kristopher Laurson ((641) 437-4332) is the contact person regarding this project. 8. There were no plans in this grant to address community development nor housing needs. 9. There were no other plans for community development nor housing needs with the grant funds. Kulmatycki motioned to close the public hearing at 9:20 P.M. Seconded by McGill. All voted aye.

McGill motioned to open the public hearing for the final plat for Timber and Tines Subdivision. Seconded by Kulmatycki. All voted aye. There were no public comments. Kulmatycki motioned to close the public hearing at 9:20 A.M. Kulmatycki motioned to approve the Irish Cove Subdivision. Seconded by McGill. All voted aye.

#### RESOLUTION 2021-3

##### RESOLUTION APPROVING FINAL PLAT OF TIMER AND TINES SUBDIVISION

WHEREAS, the final plat and accompanying materials for Timber and Tines Subdivision have been filed with the Appanoose County Auditor; and

WHEREAS, the plat of Timber and Tines Subdivision as filed is found to be correct and complies in all respects with the requirements of the Appanoose County and the law of the State of Iowa;

WHEREAS, Bentley Development, LLC, as owner and proprietor, seeks final approval of the Plat.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF APPANOOSE COUNTY, IOWA, that the plat of Timber and Tines Subdivision 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 Timber and Tines Subdivision, as well as any other documents related thereto, with the Appanoose County Recorder.

Passed and approved this 1<sup>st</sup> day of February, 2021.

/s/: Linda Demry, Chairman of the Board of Supervisors

Attest:/s/Kelly Howard, Appanoose County Auditor

Public Comments: Laurson provided a COVID-19 update. There are 958 recovered cases, 38 deaths, 145 active cases for a total of 1,141 cases. The Governor has approved Phase 1B of the vaccine rollout which allows people 65 and older to receive the vaccine. It will be administered as supplies are received.

Demry stated the next board meeting will be 2/16 due to the Courthouse being closed to President's Day on 2/15.

John Hansen spoke about the timeline for the bid letting. A pre-bid meeting will be held at City Hall on 3/16/21 for contractors to ask questions. Bids will be due to the Auditor's Office by 3/30/21 at 3:30 P.M. Bids will be opened at 3:35 in the Boardroom. The board will award the contract at the 4/5/21 board meeting. The estimated completion of the project will May 2022. A groundbreaking ceremony will be planned. A pay application was submitted for \$199,321.54

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

The Board adjourned to meet at the call of the Auditor at 9:39 A.M.

Appanoose County Board of Supervisors

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Attest:

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Kelly Howard, Appanoose County Auditor

## **AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES**

### **Appanoose County, Iowa and the Centerville Chamber of Commerce doing business as Promoting Appanoose and Centerville Together**

**This Agreement**, made and entered into on this 16th day of February 2021, by and between the County of Appanoose, Iowa, with offices located at 201 N 12<sup>th</sup> Street, Centerville, IA, hereinafter referred to as the “County” and Centerville Chamber of Commerce doing business as Promoting Appanoose and Centerville Together, a not-for-profit corporation organized under the laws of the State of Iowa, located at 128 N 12th St, Centerville, IA, hereinafter referred to as “PACT.”

**Whereas**, the County and PACT desire to pursue programs that will result in economic development and job creation throughout Appanoose County; and

**Whereas**, PACT has established staffing capabilities to attract new business and industry and to promote the growth and expansion of existing business and industry, the hiring of an Executive Director to serve as the community’s Economic Development Director, to accomplish the functions that will lead to the creation, retention and reinvestment of resources; and

**Whereas**, the County has agreed to use the services of PACT to accomplish the aforesaid precepts

**NOW, THEREFORE**, in consideration of these premises and the mutual covenants herein contained, the parties agree as follows:

#### **Article I**

##### **Purpose**

PACT agrees to operate an economic development program on behalf of the citizenry of Appanoose county for the purpose of marketing and advertising the area as a location for new business and industry, and as an area committed to the assistance and expansion of existing business and industry.

That program will include a façade and structural repair grant program for historic buildings throughout Appanoose County.

PACT will perform the traditional duties of the Centerville Chamber of Commerce (on a county-wide basis) including supporting the growth and retention of businesses and supporting events such as Pancake Day, Moulton Jamboree, and Moravia Fall Festival.

## **Article II**

### **Administration**

PACT, operating under the provisions of its Bylaws, agrees to provide a qualified and competent staff, including a full-time professional Director. Operating under the policy direction and authorities of PACT's Board of Directors, this staff shall promote the attraction of primary business, industry and employment sources to the Centerville area and provide program management and administrative services necessary to sustain a viable recruitment and maintenance program for economic opportunities. This program shall include, but not be limited to the gathering and dissemination of information and ideas, research, publications, promotional programs, advertising, target marketing, prospect development and client services and assistance.

## **Article III**

### **Annual Work Plan and Budget**

PACT agrees to provide to the County an Annual Work Plan as a blueprint through which PACT proposes to realize the purpose of this Agreement, together with a budget suitable to the operation of said Annual Work Plan.

## **Article IV**

### **Right of Review**

PACT understands and agrees that operations of its economic development programs are to serve Appanoose County through promotion of economic development, job creation, capital investment, business expansion, tourism programs, and the Main Street program.

PACT agrees to provide to the County regular reports regarding the operation of its economic development program during the term of this Agreement. These reports will include, but not be limited to, information concerning PACT's overall economic development strategies, staff assignments, prospect visits, program activities and results. Written annual reports regarding PACT activities will be presented to the County Supervisors by the end of July each year.

It is agreed that information on prospects and active economic development clients will be exchanged with the County in such a way as to protect and preserve any professional confidentiality between these clients and persons representing PACT.

## **Article V**

### **Joint Ventures**

The County Board of Supervisors shall name a representative to be a member of the PACT Board of Directors. This representative may be a Supervisor, or any other person capable of representing the interests of the County Government on the Board.

PACT will work closely with the County in finalizing any agreements with economic development prospects that are within the County's service area including, but not limited to, the

development of any incentive packages. The County agrees to provide tax abatement, and other incentives as needed, at the discretion of the County Supervisors.

## **Article VI**

### **Term of Agreement**

This Agreement shall commence on the date first written above. It shall automatically renew each year at the discretion of the County Supervisors.

### **Termination**

Should either party wish to end this agreement, they may do so with a written correspondence outlining the reasons for the desire to terminate. The other party will have 60 days within which to address those concerns. If the reason for termination is not remedied, the termination will go into effect at the end of that current year.

## **Article VII**

### **Compensation**

PACT agrees to perform its obligations hereunder for a sum of \$25,000 annually.

## **Article VIII**

### **Non-Transferable**

PACT agrees not to assign or otherwise transfer this Agreement or rights contained herein without prior written approval of the County.

## **Article IX**

### **Liability**

PACT agrees that all persons working for PACT under this Agreement shall be employees of PACT and in no way shall be considered as employees of the County, notwithstanding common inter-organizational interests. In this connection, should any liability arise under the Worker's Compensation provision of the State of Iowa due to injury of an employee of PACT, the same shall be the sole responsibility of PACT. It is understood that PACT shall indemnify and hold harmless the County from any and all claims, suits, demands and actions related to the operation of PACT's economic development programs. Notwithstanding the provisions of Iowa Law and the protection which said law provides to persons that serve as members of policy bodies responsible for the governance of not-for-profit organizations, PACT, as deemed appropriate by its Board of Directors, is authorized to insure itself, its Officers, Directors and Staff, against liability claims.

## **Article X**



**Equipment and Files**

PACT agrees to maintain such files and other information relative to its economic development efforts as appropriate for smooth and effective program administration from year to year, to include access to such computers, audio-visual and other equipment systems as may be necessary to the implementation of its approved programs. The files of PACT shall be subject to the provisions of the state law on open records, except as this law relates to records of PACT activities with individual and specific business firms having a client-type relationship with PACT.

**Article XI**

**Non-Discrimination**

In connection with the performance of services under this Agreement, PACT agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or ancestry. It shall be the Policy of PACT to take affirmative action to insure that its employees are provided equal opportunity in employment, promotion, demotion, transfer, or termination, rates of pay or other forms of compensation and selection for training.

**Article XII**

**Waiver**

The waiver by the County of any breach of any term, condition or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition, or covenant.

**IN WITNESS WHEREOF**, the parties hereto affix their hands and seals the day and year first above written.

**APPANOOSE COUNTY, IOWA**

By:

ATTEST:

**PROMOTING APPANOOSE AND CENTERVILLE TOGETHER**

By:

ATTEST:

RESOLUTION NO. 2021-05

**CHANGING STREET NAME**

WHEREAS, it is desired by landowners Matthew T. Cronin and Jennifer A. Cronin (the "Landowners") owning property in The Coves of Sundown Lake Phase III on the street currently known as South Bay Lane (the "Street") to change the name of the Street to Alice Lane;

WHEREAS, the Landowners and the Coves of Sundown Lake Owners Association (the "HOA") are the only owners of real property located on the Street;

WHEREAS, the HOA approved the change of the Street's name to Alice Lane at a Board Meeting on November 19, 2020; and

WHEREAS, the street name is included in the Final Plat of the Coves of Sundown Lake Phase III recorded in Book 2006, page 1080 and re-recorded in Book 2007, page 895 in the Office of the Appanoose County, Iowa, Recorder;

NOW, THEREFORE, IT IS RESOLVED by the Appanoose County Board of Supervisors of Appanoose County, Iowa, as follows:

Section 1. The Street currently designated as South Bay Lane shall be changed to and recognized as Alice Lane.

Section 2. On behalf of the County, the Chairperson of the Appanoose County Board of Supervisors is hereby authorized to execute any and all documents necessary to accomplish this change of street name.

Section 3. This change of street name shall be noted on the index and record of the official plat or upon an attachment to the official plat, and the Auditor shall make the proper changes on the official plats.

Section 4. This resolution shall become effective upon its passage and approval as provided by law.

Section 5. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this \_\_\_\_\_, 2021.

\_\_\_\_\_  
Chairperson  
Appanoose County Board of Supervisors

Attest:

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

Parcel: 1  
 Project No: BROS-SWAP-C004(112)--SE-04

## C O N T R A C T

THIS AGREEMENT made and entered into this \_\_\_\_\_ of \_\_\_\_\_, A.D. 20\_\_\_\_ by and between Ronald Lee Harris and Rose Marie & William H. Carpenter of 23762 110<sup>th</sup> Ave Seymour, IA 52590 party of the first part, and the Board of Supervisors, acting for the County of Appanoose, State of Iowa, party of the second part;

WITNESSETH:

In consideration of \$1.00, receipt of which is hereby acknowledged, the party of the first part hereby agrees to furnish to the second party a warranty deed or an easement for use as a public highway to the real estate situated in Section 7 & 8 Township 68N Range 19W County of Appanoose, State of Iowa, to-wit:

From Sta <u>28+50</u>	to Sta <u>30+10</u>	a strip	<u>See description on Acquisition Plat</u>	ft. wide	<u>east</u>	side,
From Sta <u>28+40</u>	to Sta <u>29+70</u>	a strip	<u>See description on Acquisition Plat</u>	ft. wide	<u>west</u>	side,
From Sta _____	to Sta _____	a strip	_____	ft. wide	_____	side,
From Sta _____	to Sta _____	a strip	_____	ft. wide	_____	side,
From Sta _____	to Sta _____	a strip	_____	ft. wide	_____	side,
From Sta _____	to Sta _____	a strip	_____	ft. wide	_____	side,

measured from centerline of proposed highway as shown on plans for Project No. BROS-SWAP-C004(112)--SE-04

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

Second party shall build the following access drives:

Sta _____	side _____	wide _____	Sta _____	side _____	wide _____
Sta _____	side _____	wide _____	Sta _____	side _____	wide _____

Land Taking:

_____	Sec <u>8</u>	T <u>68</u>	N,R <u>19</u>	W,	<u>0.175</u>	Acres @	<u>3,480</u>	=	<u>\$ 609.00</u>
_____	Sec <u>7</u>	T <u>68</u>	N,R <u>19</u>	W,	<u>0.209</u>	Acres @	<u>3,480</u>	=	<u>\$ 727.32</u>
_____	Sec _____	T _____	N,R _____	W,	_____	Acres @	_____	=	_____
					Total	<u>0.384</u>	Acres	=	<u>\$ 1,336.32</u>

Damages:

_____	Sec _____	T _____	N,R _____	W,	_____	Acres @	_____	=	_____
_____	Sec _____	T _____	N,R _____	W,	_____	Acres @	_____	=	_____
_____	Sec _____	T _____	N,R _____	W,	_____	Acres @	_____	=	_____
_____	Sec _____	T _____	N,R _____	W,	_____	Acres @	_____	=	_____
					Total			=	_____

It is hereby agreed that possession of the premises is the essence of this contract and that party of the second part may take immediate possession of the premises upon the signing of this contract for the purposes above set forth, and first party further agrees to convey to second party for the consideration hereinafter named, on or before the day of \_\_\_\_\_, 20\_\_\_\_\_.

Party of the second part agrees to purchase the above described real estate or take easement thereto for public highway purposes and to pay therefor upon delivery of warranty deed, or easement, conveying good and sufficient title.

Approximately <u>0.384</u> acres at \$ <u>3,480.00</u> per acre -	\$ <u>1,336.32</u>
Approximately _____ acres at \$ _____ per acre -	\$ _____
Abstract Entry Fee - - - - -	\$ <u>75.00</u>
Moving approximately <u>32</u> rods of old fence at \$ <u>57.75</u> per rod -	\$ <u>1,848.00</u>
Installing approximately <u>43</u> rods of temporary fence at \$ <u>17.00</u> per rod -	\$ <u>731.00</u>
Damages - - - - -	\$ _____
TOTAL - - - - -	\$ <u>3990.32</u>

Should the acreage taken for highway or fencing be more or less than shown above, same is to be paid for at the agreed unit prices. Any and all verbal agreements are merged in this written contract. Should the highway as finally located require none of the real estate described, this contract becomes null and void. Any provisions on the reverse side of this contract are a part of this contract as fully as if written on this side. Party of the first part consents to the establishment of the proposed highway and relinquishes all claims for damages.

(Signed)

William K Carpenter - 1-29-21  
\_\_\_\_\_  
\_\_\_\_\_

Party of the First Part

Approved Recommended

By [Signature]  
County Engineer



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

(Signed) BOARD OF SUPERVISORS  
OF APPANOOSE COUNTY, IOWA

Negotiated by Keraji Milan

By \_\_\_\_\_ Chairman  
Party of the Second Part

Temporary Construction Easement

Know All Men By These Present:

That Ronald Lee Harris and Rose Marie & William H. Carpenter of Appanoose County, State of Iowa do hereby grant temporary easement unto the County of Appanoose, State of Iowa, for the purpose of the construction of a public road, the following described premises situated in the County of Appanoose, State of Iowa, to-wit:

A part of the Northwest Quarter of Section 8, Township 68 North, Range 19 West of the Fifth Principal Meridian, Appanoose County, Iowa, more particularly described as follows,

Commencing at the Northwest Corner of Section 08, Township 68 North, Range 19 West of the Fifth Principal Meridian, Appanoose County, Iowa, and proceeding thence South 00°25'36" East a distance of 2,285.51 feet; thence North 89°34'24" East a distance of 55.00 feet to the Point of Beginning, thence South 49°02'27" East a distance of 169.85 feet; thence South 28°37'40" West a distance of 51.48 feet; thence South 89°34'24" West a distance of 112.00 feet; thence North 00°25'36" West a distance of 10.00 feet; thence North 89°34'23" East a distance of 57.00 feet; thence North 00°25'36" West a distance of 75.00 feet; thence North 22°48'25" West a distance of 91.92 feet to the Point of Beginning, said tract containing 0.182 acres, more or less.

This parcel will be used for shaping of the channel slopes adjacent to the new bridge. Any disturbed area will be fertilized, reseeded and mulched.

Appanoose County and its authorized agent shall have the right of ingress and egress to this parcel for the duration of this temporary construction easement.

The Owner will be compensated \$63.34 by Appanoose County for the said easement (10% of land valuation of \$3,480/acre). Said easement shall cease thirty (30) days after the completion date on the contractor's certificate of completion.

Signed this 29 day of January, 2021

William H Carpenter

[Signature]  
Appanoose County Engineer

Temporary Construction Easement

Know All Men By These Present:

That Ronald Lee Harris and Rose Marie & William H. Carpenter of Appanoose County, State of Iowa do hereby grant temporary easement unto the County of Appanoose, State of Iowa, for the purpose of the construction of a public road, the following described premises situated in the County of Appanoose, State of Iowa, to-wit:

A part of the Northeast Quarter of Section 7, Township 68 North, Range 19 West of the Fifth Principal Meridian, Appanoose County, Iowa, more particularly described as follows,

Commencing at the Northeast Corner of Section 07, Township 68 North, Range 19 West of the Fifth Principal Meridian, Appanoose County, Iowa, and proceeding thence South 00°25'36" East a distance of 2,285.55 feet; thence North 90°00'00" East a distance of 33.00 feet to the Point of Beginning, said Point lying on the Westerly Right-of-Way line of Appanoose County Road 110th Avenue; thence South 00°25'36" East a distance of 40.00 feet; thence South 89°34'06" East a distance of 77.00 feet; thence South 00°25'36" East a distance of 70.00 feet; thence South 26°59'31" East a distance of 67.08 feet; thence North 39°53'57" West a distance of 110.11 feet; thence South 00°25'36" West a distance of 45.00 feet; thence North 70°41'55" East a distance of 123.65 feet to the Point of Beginning, said tract containing 0.125 acres, more or less.


This parcel will be used for shaping of the channel slopes adjacent to the new bridge. Any disturbed area will be fertilized, reseeded and mulched.

Appanoose County and its authorized agent shall have the right of ingress and egress to this parcel for the duration of this temporary construction easement.

The Owner will be compensated \$43.50 by Appanoose County for the said easement (10% of land valuation of \$3,480/acre). Said easement shall cease thirty (30) days after the completion date on the contractor's certificate of completion.

Signed this 24 day of January, 20 21

William H Carpenter

  
Appanoose County Engineer

RESOLUTION NO. 2021-06

2021 County Five Year Program Resolution 0.2

Appanoose County Secondary Roads

Whereas, Unforeseen circumstances have arisen since adoption of the approved Secondary Road Five Year Program and previous revisions, requiring changes to the sequence, funding, and timing of the proposed work plan.

Now therefore be it resolved, the Board of Supervisors of Appanoose County, Iowa, in accordance with Iowa Code section 309.22, initiates and recommends addition of the following project in the accomplishment year (State Fiscal Year 2021), for approval by the Iowa Department of Transportation (Iowa DOT), per Iowa Code 309.23 and Iowa DOT Instructional Memorandum 2.050. The following projects shall be ADDED to the Program's Accomplishment year:

- a. Project No. FM-C004()-55-04, 2021 Seal Coat Project on portions of J5T, J3T & T14. 660 to 1160 AADT, 16.850 miles, 364 Bituminous Seal Coat, Farm-to-Market Funding of \$850,000

The following projects shall be ADVANCED to the Program's Accomplishment year:

- b. Project No. L-9912A-73-04, Bridge on 150<sup>th</sup> Ave on West Line Section 12, T69N, R19W. Over Unnamed Tributary, from 470th Street South 0.2 Miles. Replace Existing Bridge, 35 AADT, FHWA No. 65650, 320 Bridges, Local Funding of \$150,000

Recommended:

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County Engineer Date  
Approved

---

Chair Board of Supervisors Date  
Attested

I, \_\_\_\_\_, Auditor in and for Appanoose County, Iowa, do hereby certify the above and foregoing to be a true and exact copy of a resolution passed and approved by the Board of Supervisors of Appanoose County, Iowa, at its meeting held on the 16th day of February, 2021.

---

County Auditor

## 2021 County Five Year Program Resolution 0.2

### Appanoose County Secondary Roads

Unforeseen circumstances have arisen since adoption of the approved Secondary Road Five Year Program and previous revisions, requiring changes to the sequence, funding, and timing of the proposed work plan.

The Board of Supervisors of Appanoose County, Iowa, in accordance with Iowa Code section 309.22, initiates and recommends modification of the following project(s) in the accomplishment year (State Fiscal Year 2021), for approval by the Iowa Department of Transportation (Iowa DOT), per Iowa Code 309.23 and Iowa DOT Instructional Memorandum 2.050.

The following projects shall be ADDED to the Program's Accomplishment year:

Project Number Name Project ID	Project Location Description of Work	AADT Length Bridge ID	Type of Work Fund	Total
FM-C004()-55-04 2021 Seal Coat Project 45619	Portions of J5T, J3T, T14	660 16.850 miles	364 Bituminous Seal Coat FM	\$850,000

The following projects shall be MODIFIED as follows:

Project Number Name Project ID	Project Location Description of Work	AADT Length Bridge ID	Type of Work Fund	Modifications	Total
FM-C004(113)-55-04 2021 FM Rock Haul 38621	On Various FM money transferred to local budget for granular surfacing	0 50.000 miles	361 Granular FM	Project Number updated	\$250,000
L-9912A--73-04 Baldwin 150th Bridge 37216	On 150th Ave., Over Unnamed Trib, from 470th St South .2 Miles to Baldwin Bridge, on WLINE S12 T69N R19W Replace Existing Bridge	35 0.010 miles 65650	320 Bridges Local	added 150,000 Local dollars to 2021 removed 150,000 Local dollars from 2022	\$150,000



Fund	Accomplishment Year		
	Previous Amount	New Amount	Net Change
Local	\$425,000	\$575,000	\$150,000
Farm-to-Market	\$1,200,000	\$2,050,000	\$850,000
Special	\$0	\$0	\$0
SWAP	\$400,000	\$400,000	\$0
Federal Aid	\$0	\$0	\$0
Totals	\$2,025,000	\$3,025,000	\$1,000,000

**Recommended**

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

\_\_\_\_\_  
Date

**Approved**

---

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

\_\_\_\_\_  
Date

**Attested**

---

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

\_\_\_\_\_  
County Auditor

APPANOOSE COUNTY  
 PROJECT NO. FM-C004(113)--55-04  
 FM ROCK LETTING  
 LETTING DATE: 03/15/2021

IOWA  
 DEPARTMENT OF TRANSPORTATION  
*Highway Division*  
 PLANS OF PROPOSED IMPROVEMENTS ON THE  
**FARM-TO-MARKET SYSTEM**  
**APPANOOSE COUNTY**

PROJECT NO. FM-C004(113)--55-04  
**FM ROCK LETTING**

PROJECT: FM-C004(113)--55-04

INDEX OF SHEETS	
NO.	DESCRIPTION
1	TITLE SHEET - ESTIMATE OF QUANTITIES
2	LOCATION MAP
3	POSTED BRIDGE MAP

**PROJECT TRAFFIC CONTROL**

THROUGH TRAFFIC WILL BE MAINTAINED DURING CONSTRUCTION. LOCAL TRAFFIC TO ADJACENT PROPERTIES WILL BE MAINTAINED AS PROVIDED FOR IN ARTICLE 1107.06, 2015 STANDARD SPECIFICATIONS PLUS CURRENT SUPPLEMENTAL SPECIFICATIONS. TRAFFIC CONTROL DEVICES, PROCEDURES, LAYOUTS, SIGNING, AND PAVEMENT MARKINGS INSTALLED WITHIN THE LIMITS OF THIS PROJECT SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" AS ADOPTED BY THE DEPARTMENT PER 761 OF THE IOWA ADMINISTRATIVE CODE (IAC) CHAPTER 130.

THE IOWA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, SERIES 2015, PLUS GENERAL SUPPLEMENTAL SPECIFICATIONS, AND APPLICABLE SUPPLEMENTAL SPECIFICATIONS, DEVELOPMENTAL SPECIFICATIONS, AND SPECIAL PROVISIONS, SHALL APPLY TO CONSTRUCTION ON THIS PROJECT.

BOARD OF SUPERVISORS

ESTIMATED PROJECT QUANTITIES					
No	Item	911 Location	Terminl	Miles	Tons
1	Granular Surfacing	450th St	From State Hwy 6 to Hwy J31	7.0	1,780
2	Granular Surfacing	285th Ave, 485th St	From 284th Ave to State Hwy 2	5.8	1,490
3	Granular Surfacing	570th St	From State Hwy 202 to 300th Ave	2.1	525
4	Granular Surfacing	570th St	From 285th Ave to Hwy I30	3.9	975
5	Granular Surfacing	940th St, 260th Ave, 545th St	From 285th Ave to State Hwy 5	5.0	1,250
6	Granular Surfacing	195th Ave	From Hwy J48 to Cincinnati City Limits	4.2	1,050
7	Granular Surfacing	524th St	From 160th Ave to 135th Ave	4.5	1,125
8	Granular Surfacing	200th Ave, 470th St	From State Hwy 2 to Hwy J29	5.1	1,275
9	Granular Surfacing	477th St	From 200th Ave to Hwy I14	2.0	500
10	Granular Surfacing	480th St, 102nd Ave, 474th St, 100th St	From Hwy S70 to Wayne County Line	4.8	1,150
11	Granular Surfacing	108th Ave	From State Hwy 2 to 490th St	1.8	450

Notes: 1. CLASS "D" CRUSHED STONE SHALL BE IN ACCORDANCE WITH THE FOLLOWING GRADATION:

Sieve Size	1.5"	1.0"	3/4"	1/2"	3/8"	4	8	30	50	100	200
% Passing	100	85-95	70-80				5-20				0-8

2. THE ITEMS WILL BE FURNISHED, AND DELIVERED TO THE SITE BY CONTRACTOR BETWEEN APRIL 1ST 2021 AND JUNE 18TH 2021.
3. APPLICATION RATE FOR CRUSHED STONE IS 250 TONS PER MILE.
4. EACH ITEM IS TO BE CONSIDERED SEPARATELY.
5. SUCCESSFUL BIDDERS MUST PROVIDE PROOF OF ADEQUATE INSURANCE, AS PER SECTION 1107.02 OF IDOT STANDARD SPEC. SERIES 2015.
6. SUCCESSFUL BIDDER MUST PROVIDE PROOF THAT EACH DRIVER IS PARTICIPATING IN AN APPROVED IDOT RANDOM DRUG SCREENING PROGRAM.
7. HAULING WILL BE SUSPENDED IF QUARRY CAN'T MAINTAIN 500 TON PER DAY HAUL RATE.
8. COUNTY ENGINEER WILL SUSPEND HAULING ON DAYS THAT SECONDARY ROADS ARE BEING DAMAGED DUE TO HAUL.
9. POSTED BRIDGES WITHIN ITEM #1, #5, AND #8 MAY BE CROSSED BY CENTERING THE STRUCTURE AT 5MPH. ALL OTHER BRIDGE POSTINGS SHALL BE OBSERVED. COUNTY ENGINEER RESERVES THE RIGHT TO REFUSE THE LOADS OF TRUCKS HAULING OVER ANY APPANOOSE COUNTY BRIDGE EXCEEDING THE POSTED LOAD LIMIT. OFFENDING TRUCK OPERATORS WILL BE SUSPENDED FROM THE PROJECT FOR THE DURATION OF THE CONTRACT. CONTINUED VIOLATION MAY RESULT IN THE TERMINATION OF THE CONTRACT.
10. START OF DELIVERY AND HAULING FOR EACH ITEM WILL BE COORDINATED IN ADVANCE WITH THE COUNTY ENGINEER, OR DESIGNEE. DELIVERY WILL BE GENERALLY BETWEEN THE HOURS OF 7:00AM AND 4:00PM.



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA

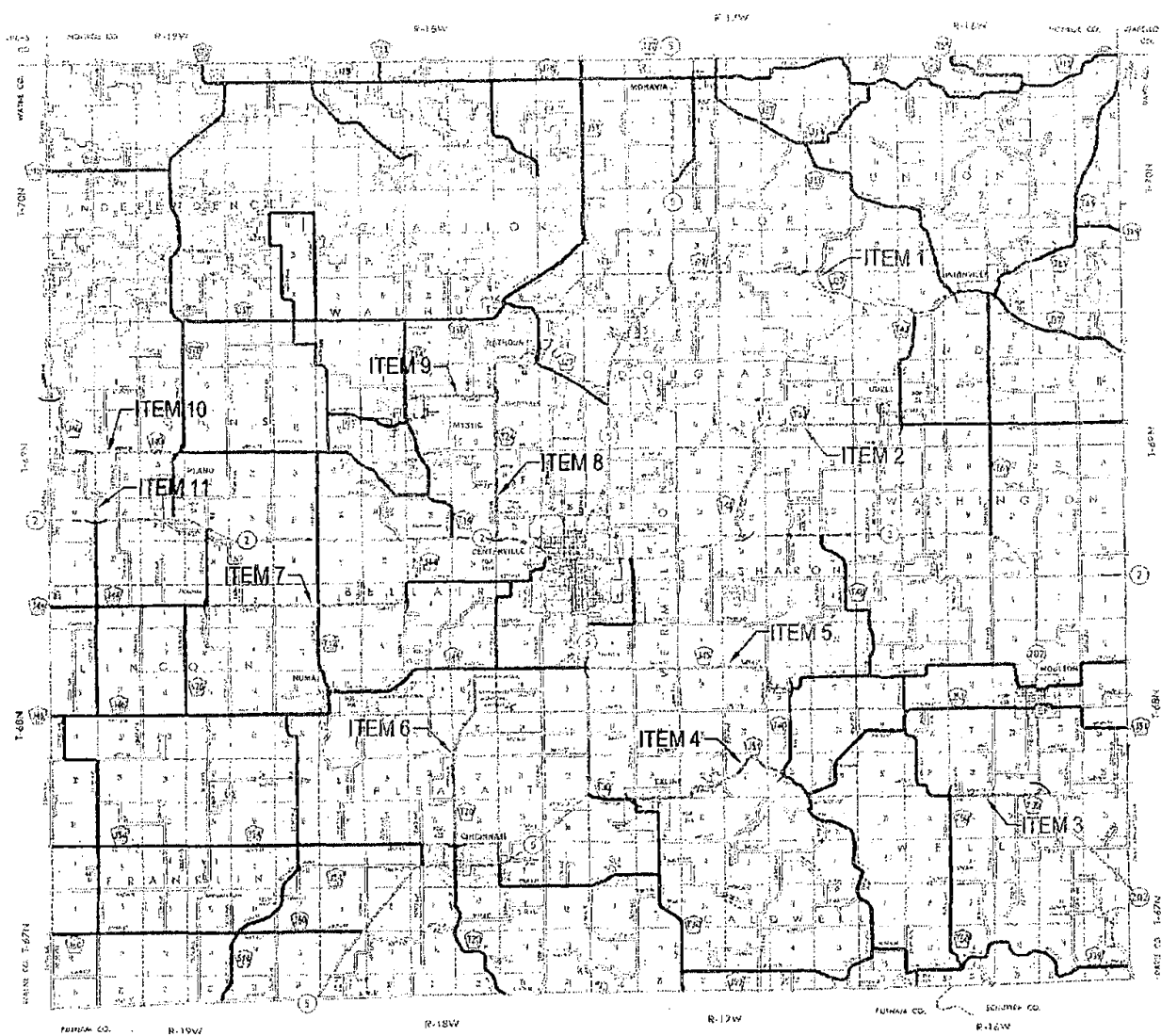
2/10/21  
 Signature Date  
 Bradley J. Skinner P.E. & L.S. (11078)

My license renewal date is 12-31-22

Pages or sheets covered by this set: 1-3

3 TOTAL SHEETS

# LOCATION MAP

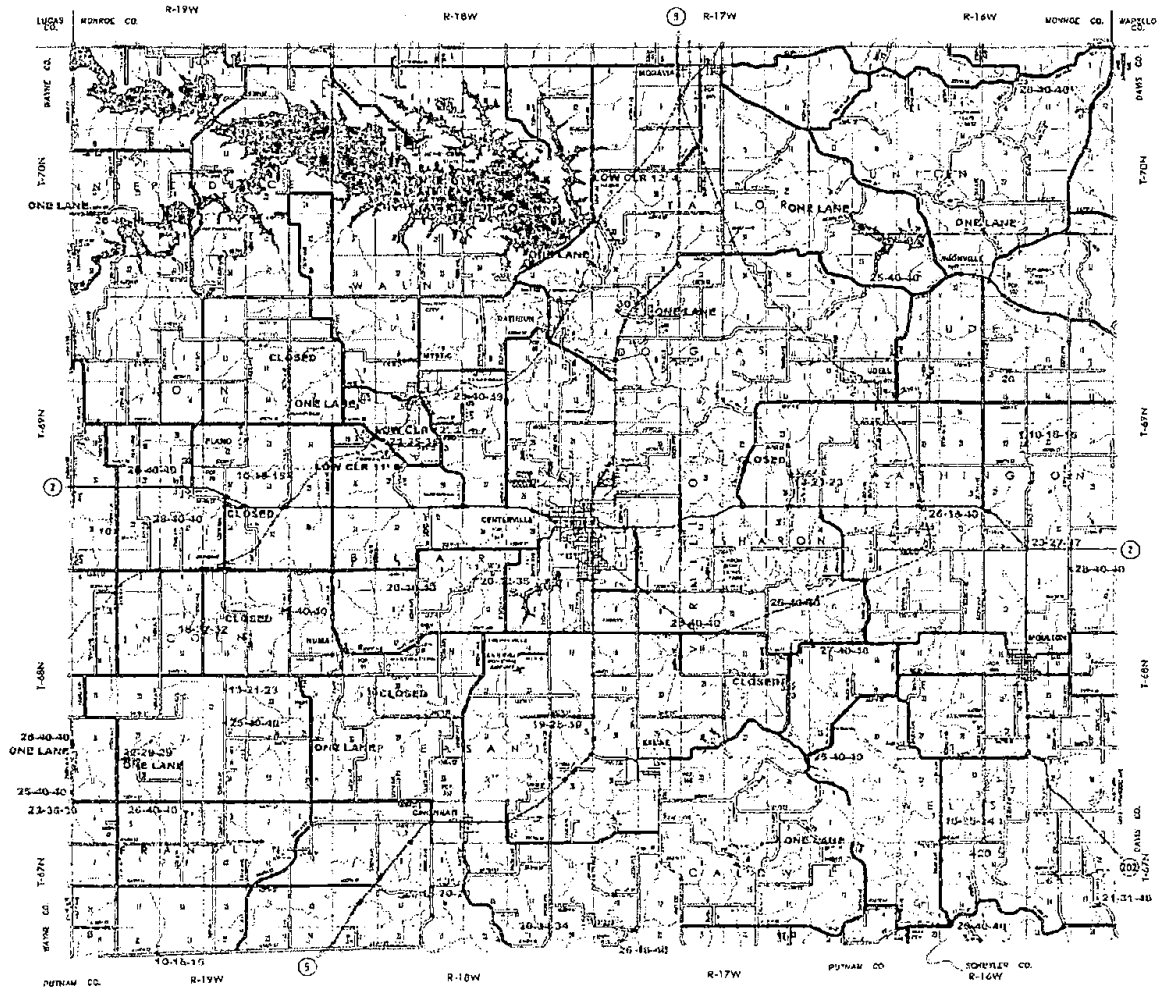


LEGEND  
 ( ) ITEM TERMINI  
 --- LOCAL ROCK

QUANTITY SUMMARY		
ITEM	Miles	Tons
1	7.0	1,750
2	5.8	1,450
3	2.1	525
4	3.9	975
5	5.0	1,250
6	4.2	1,050
7	4.5	1,125
8	5.1	1,275
9	2.0	500
10	4.6	1,150
11	1.8	450

UPDATED 1/1/2021

# POSTED BRIDGE MAP



**NOTICE OF PUBLIC HEARING -PROPOSED PROPERTY TAX LEVY**

Fiscal Year July 1, 2021 - June 30, 2022

County Name: APPANOOSE COUNTY County Number: 04

The County Board of Supervisors will conduct a public hearing on the proposed Fiscal Year County budget as follows:

**Meeting Date: 2/16/2021 Meeting Time: 09:15 AM Meeting Location: Boardroom of Appanoose County Courthouse (1st Floor)**

**Contact Person: Kelly Howard Contact Phone Number: (641) 856-6191**

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the Board will publish notice and hold a hearing on the proposed county budget.

County Website (if available)

<https://appanoosecounty.iowa.gov>

County Telephone Number  
(641) 856-6191

		Current Year Certified Property Tax FY 2020/2021	Budget Year Effective Property Tax FY 2021/2022	Budget Year Proposed Maximum Property Tax FY 2021/2022	Proposed Percentage Change
Taxable Valuations-General Services	1	498,147,179	510,221,672	510,221,672	
Requested Tax Dollars-General Basic	2	2,391,106		2,449,064	
Requested Tax Dollars-General Supplemental	3	996,294		1,020,443	
Requested Tax Dollars-General Services Total	4	3,387,400	3,387,400	3,469,507	2.42
Estimated Tax Rate-General Services	5	6.80000	6.63908	6.80000	
Taxable Valuations-Rural Services	6	321,993,739	330,151,888	330,151,888	
Requested Tax Dollars-Rural Basic	7	998,181		1,023,471	
Requested Tax Dollars-Rural Supplemental	8				
Requested Tax Dollars-Rural Services Total	9	998,181	998,181	1,023,471	2.53
Estimated Tax Rate-Rural Services	10	3.10000	3.02340	3.10000	

Explanation of increases in the budget:

Increase in services for law enforcement and in Secondary Roads' expenditures as well as jail funding. The tax levies are the same as last year while there was a low increase on property valuations.

If applicable, the above notice is also available online at:

Appanoose County Auditor Facebook page

The above tax rates do not include county voted levies, mental health and disabilities services levy, debt service levy and the rates of other local jurisdictions.

Regarding proposed maximum dollars, the Board of Supervisors cannot adopt a higher tax asking for these levies following the public hearing.

Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming year.

## Resolution 2021-04

### Approval of FY22 Maximum Property Tax Dollars

WHEREAS, the Appanoose County Board of Supervisors have considered the proposed FY22 county maximum property tax dollars for both General County Services and Rural County Services, and

WHEREAS, a notice concerning the proposed county maximum property tax dollars was published as required and posted on county website and/or social media accounts if applicable,

WHEREAS, a public hearing concerning the proposed county maximum property tax dollars was held on February 16, 2021.

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of Appanoose County that the maximum property tax dollars for General County Services and Rural County Services for FY22 shall not exceed the following:

General County Services - \$3,469,507

Rural County Services - \$1,023,471

The Maximum Property Tax dollars requested in either General County Services or Rural County Services for FY22 does represent an increase of 102% from the Maximum Property Tax dollars requested for FY21.

By Roll Call Vote:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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Passed and adopted the 16<sup>th</sup> day of February 2021.

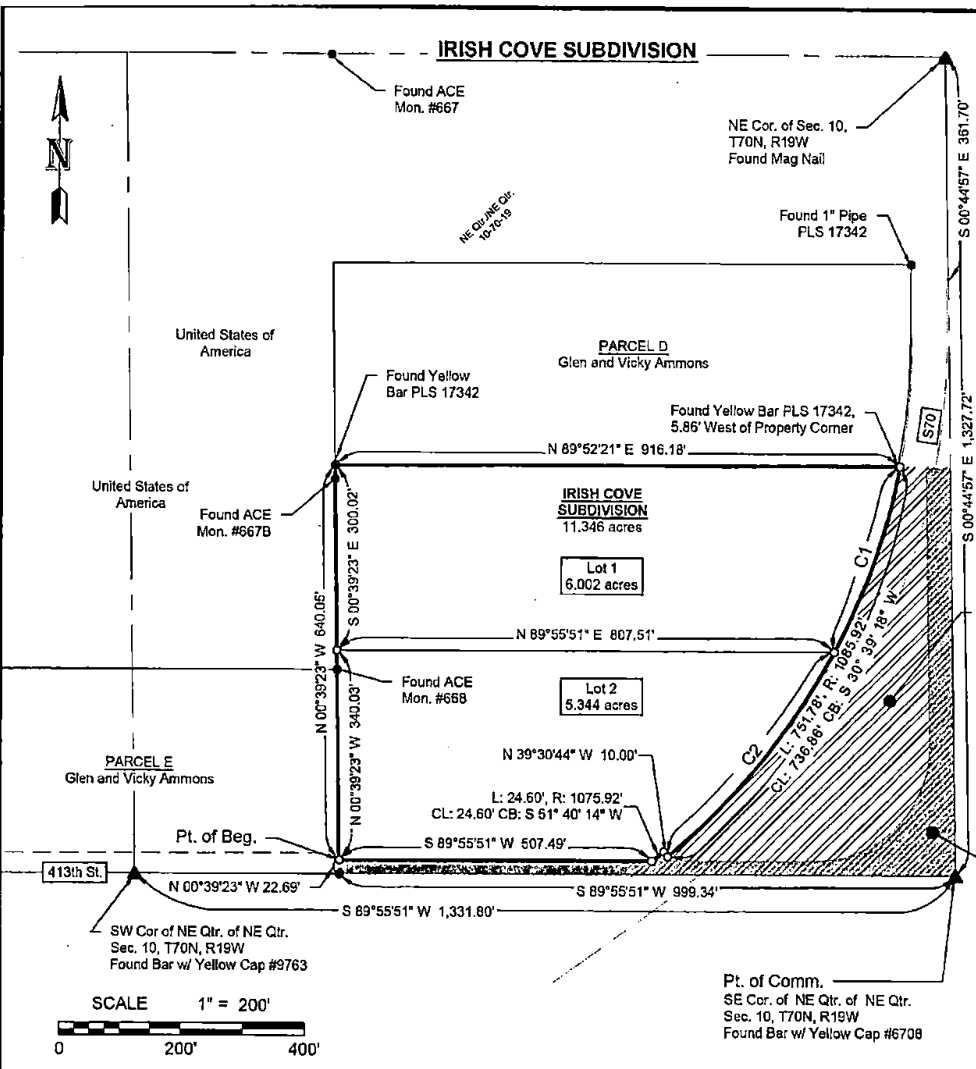
\_\_\_\_\_  
Linda Demry, Chairperson  
Appanoose County Board of Supervisors

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

**INDEX LEGEND**

Property Location: NE Qtr./NE Qtr. Sec. 10, T70N, R19W Appanoose County, Iowa  
 Surveyor / Wendell Folkerts P.E. and P.L.S.  
 Return Document to: B&T Engineering Services P.O. Box 825, Centerville, IA 52544  
 Survey Requested by: Allyson Haberman - Hawkeye Farm Mgmt. & Real Estate  
 Proprietor: Glen and Vicky Ammons  
 Survey Date: 11/12/2021

B & T ENGINEERING SERVICES, INC., P.O. Box 825 Centerville, IA. 52544 (641) 437-4478



**LEGAL DESCRIPTION**

Irish Cove Subdivision

A part of the Northeast Quarter of the Northeast Quarter of Section 10, Township 70 North, Range 19 West of the Fifth Principal Meridian, Appanoose County, Iowa, more particularly described as follows,

Commencing at a found iron pin at the Southeast Corner of the Northeast Quarter of the Northeast Quarter of Section 10, Township 70 North, Range 19 West of the Fifth Principal Meridian, Appanoose County, Iowa and proceeding thence South 89°55'51" West 999.34 feet along the South line of the Northeast Quarter of the Northeast Quarter of said Section 10 to a found iron pin at the Southeast corner of Parcel E, thence North 00°39'23" West 22.69 feet along the East line of Parcel E to a set iron pin at the Point of Beginning; thence North 00°39'23" West 640.05 feet to a found iron pin at the Southwest Corner of Parcel D; thence North 89°52'21" East 916.18 feet along the South line of Parcel D to a set iron pin; thence Southwesterly 751.78 feet along a 1085.92 foot radius curve, concave Northwesterly and having a chord bearing of South 30°39'18" West and a chord length of 736.66 feet to a set iron pin; thence North 39°30'44" West 10.00 feet to a set iron pin; thence Southwesterly 24.60 feet along a 1075.92 foot radius curve, concave Northwesterly and having a chord bearing of South 51°40'14" West and a chord length of 24.60 feet to a set iron pin; thence South 89°55'51" West 507.49 feet to the Point of Beginning, said Parcel containing 11.346 acres, more or less, subject to easements of record.

Curve #	Length	Radius	Chord Direction	Chord Length
C1	320.08'	1085.92'	N 15° 15' 58" E	318.92'
C2	431.70'	1085.92'	S 39° 05' 56" W	428.87'

**Survey Notes**  
 Basis for Bearing is IARTN Network Iowa South State Plane Coordinates

**MONUMENT LEGEND**

- ▲ Found Monument as Noted at U.S.P.L.S. Corner
- Set 1/2" bar with pink cap at U.S.P.L.S. Corner
- Found Monument as noted
- Set 1/2" bar with pink cap, PLS 0306

**FINAL SUBDIVISION PLAT**

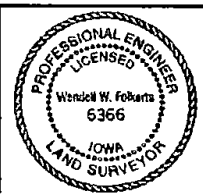
I hereby certify that this land surveying document was prepared by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Wendell W. Folkerts, P.E. & L.S. Registration No. 6366

Date: 2-3-21

My registration renewal date is December 31, 2021.

Pages covered by this certification: Pages 1 & 2



Scale 1" = 200'

Location Appanoose County, IA

Page 1 of 2

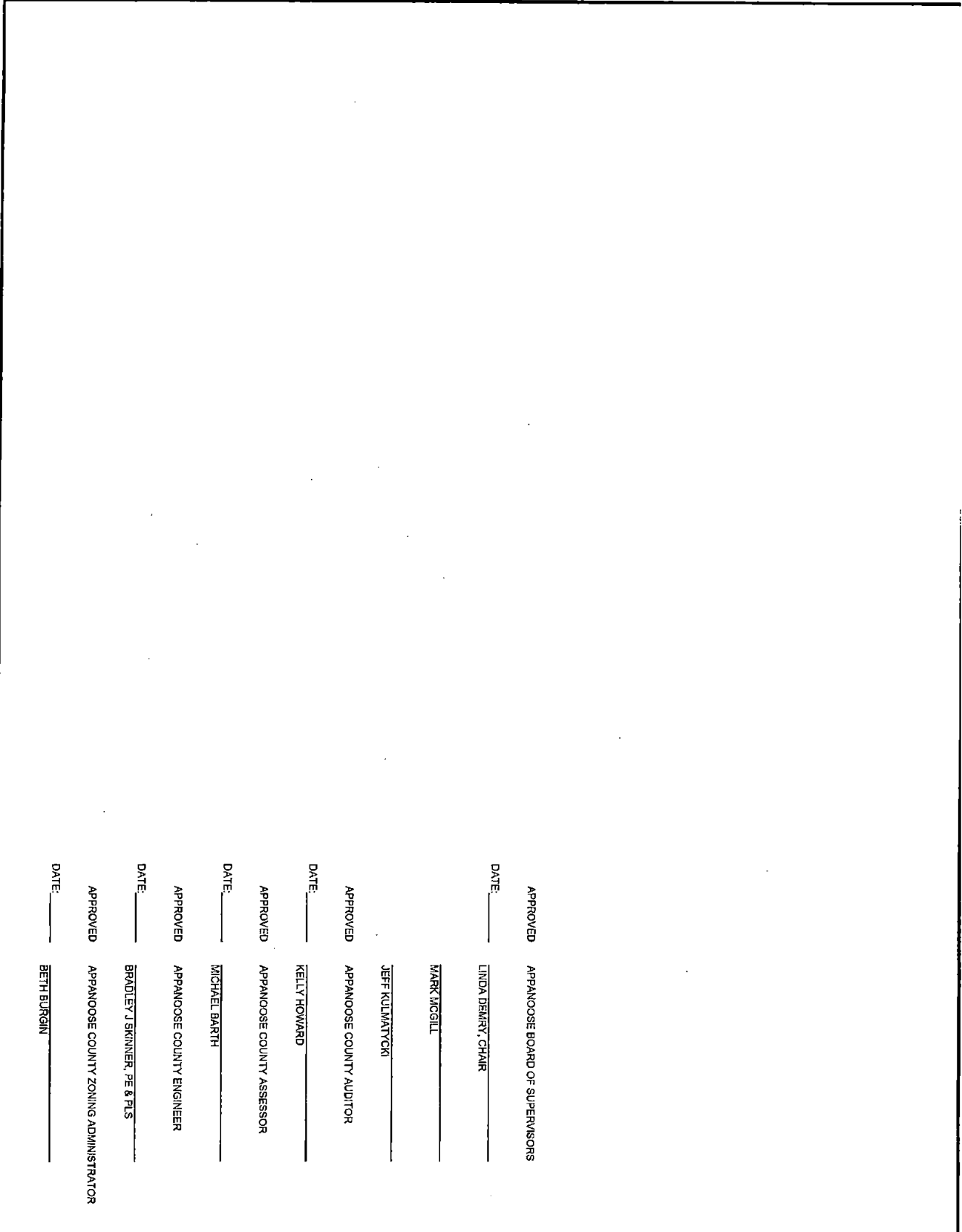
Date 01/21/21

Project No. LS-2085

Drawn By R. Clink

INDEX LEGEND	
Property Location:	NE Qtr. NE Qtr. Sec. 10, T70N, R19W Appanoose County, Iowa
Surveyor /	Wendell Folkerts P.E. and P.L.S.
Return Document to:	B&T Engineering Services P.O. Box 825, Centerville, IA 52544
Survey Requested by:	Alyson Haberman - Hawkeye Farm Mgmt. & Real Estate
Proprietor:	Glen and Vicky Ammons
Survey Date:	1/21/2021

B & T ENGINEERING SERVICES, INC., P.O. Box 825 Centerville, IA. 52544 (641) 437-4478



APPROVED APPANOOSE BOARD OF SUPERVISORS  
DATE: \_\_\_\_\_ LINDA DENARY, CHAIR

APPROVED MARK MCGILL

APPROVED JEFF KULMAYCZKI

APPROVED APPANOOSE COUNTY AUDITOR

DATE: \_\_\_\_\_ KELLY HOWARD

APPROVED APPANOOSE COUNTY ASSESSOR

DATE: \_\_\_\_\_ MICHAEL BARTH

APPROVED APPANOOSE COUNTY ENGINEER

DATE: \_\_\_\_\_ BRADLEY J SKINNER, PE & PLS

APPROVED APPANOOSE COUNTY ZONING ADMINISTRATOR

DATE: \_\_\_\_\_ BETH BURGIN



*Appanoose County Zoning Administrator*

**Beth Burgin**

COURTHOUSE  
201 N. 12th  
CENTERVILLE, IOWA 52544  
Phone (641) 437-4529  
Fax (641) 856-3062  
bburgin@appanoosecounty.net

2/10/2021

I would like to be put on the Agenda for the Board of Supervisors meeting on 2/16/2021 to set a public hearing for ZOMA 0615-05 for Philman Park, LLC, the changing of a parcel from Ag to Commercial.

Thank you,

Beth Burgin  
Zoning Administrator

**ORDINANCE NUMBER ZOMA 0615-05**

*Prepared & Certified by Elizabeth Burgin, Appanoose County Zoning Administrator  
Return to Appanoose County Zoning, 201 N. 12<sup>th</sup> St., Centerville, IA 52544*

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP, WHICH IS CONSIDERED PART OF THE APPANOOSE COUNTY, IOWA RATHBUN RESERVOIR ZONING DISTRICT ORDINANCE, ORDINANCE #31, ADOPTED APRIL 6, 1970, BOOK 39 MISCELLANEOUS, PAGE 545 will be heard at \_\_\_\_\_ am. in the Board of Supervisors Office of the Appanoose County Courthouse, 201 N 12<sup>th</sup>, Centerville IA. The Amendment will read as follows:

- SECTION 1. RESCISSION. This Ordinance rescinds the current zoning designation, "Agriculture" on the Philman Park, LLC property legally described as:  
SW NE EXC 1AC NW COR & EXC EASE & EXC S 1/2 SW NE & EXC W 100'  
SW NW SW NE & EXC LAND IN W PT OF N 1/2 SW NE CONVEYED TO  
HARRY ROBERTSON & CECIL SAMUEL LYING S OF HWY CONT 1AC M  
OR L & 5.60AC M OR L RESPECTIVELY & EXC 1 West of the 5<sup>th</sup> Principal  
Meridian, Appanoose County, Iowa on the Official Zoning Map as was adopted on  
April 6, 1970.
- SECTION 2. ADOPTION. This Ordinance adopts in lieu thereof a new zoning designation, "Commercial", for the properties legally described above, on the Official Zoning Map.
- SECTION 3. INTEGRATION WITH CODE. Each section, provision or part of this Ordinance which is followed by a section number shall be inserted in the Appanoose County Zoning Ordinance (Ordinance 31), adopted on April 6, 1970 as indicated by said section number and hereafter shall be cited by reference to said section number.
- SECTION 4. REPEALER. All ordinances and resolutions, parts thereof or amendments thereto, in conflict with this Ordinance are hereby repealed.
- SECTION 5. SEVERABILITY OF REPEALER. All ordinances and resolutions, parts thereof or amendments thereto, not directly affected by this Ordinance shall remain in full force and effect.
- SECTION 6. SEVERABILITY. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such section, provision, or part shall be severable from the rest of the Ordinance, and such adjudication shall not affect the validity of the ordinance as a whole, or any section, provision, or part not adjudged invalid or unconstitutional.
- SECTION 7. EFFECTIVE DATE. This Ordinance shall be in full force and effect after its final passage and publication as provided by law.

PUBLIC HEARING AND FIRST PASSAGE (READING) \_\_\_\_\_

SECOND PASSAGE (READING) \_\_\_\_\_

THIRD AND FINAL PASSAGE (READING) AND ADOPTION \_\_\_\_\_

Board of Supervisors Chair

County Auditor