

OFFICE OF THE
Appanoose County Auditor
KELLY HOWARD

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Meeting Agenda
June 7, 2021

The Appanoose County Board of Supervisors will meet Monday, June 7, 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 May 17, 2021 meeting
4. Approve reports (5/28 payroll)
5. Approve bills
6. Approve Liquor License: Brownie's Bait-Breakfast-Beer
7. Approve Cigarette Permits: Rathbun Marina
8. Approve Fireworks Permit: Appanoose County Fair
9. Approve Final Plat: Forbush Meadows Subdivision
10. Approve Resolution #2021-23: ADLM Regional Multi-Jurisdictional Local Hazard Mitigation Plan
11. Approve setting special year-end bill pay only meeting
12. County Engineer Report
13. Public Comments
14. Adjourn

Posted 6/3/2021

May 17, 2021

Appanoose County Board of Supervisors met in regular session May 17, 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 May 3 & 10, 2021 meetings. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve 5/14 payroll & April Prisoner Room & Board. Seconded by Kulmatycki. All voted aye.

McGill questioned the engineer about service performed at Clark's. Skinner stated he would check and get back to them. Kulmatycki motioned to approve the bills. Seconded by McGill. All voted aye.

| | | |
|-----------------------------|---------------------------|----------|
| ADLM EH | Water & Sewer | 656.00 |
| Agriland FS | Engineering Services | 23094.16 |
| Albia Newspapers | Typing-Print.-Bind.Serv. | 788.84 |
| Albia PreK & Daycare | Community Support Program | 2274.00 |
| Alliant | Engineering Services | 2895.38 |
| App Co ISU Ext | Community Support Program | 384.32 |
| Serv Agency | Salary-Regular Employees | 9428.11 |
| App Co Shooting Club | Educational & Train.Serv. | 400.00 |
| App Co Treas | Off. Supplies & Forms | 298.90 |
| App Comm Care | Homemaker-Home Health Aid | 4685.52 |
| Aramark | Engineering Services | 188.56 |
| Bailey Off | Off. Supplies & Forms | 320.07 |
| Baker's | Park Maint. & Supplies | 41.45 |
| Banleaco | Off. Equip Repair & Maint | 244.12 |
| Bar Diamond Farms | Engineering Services | 846.63 |
| Bill & Ray's Auto | Engineering Services | 198.70 |
| Bratz Oil | Mileage & Transp. Expense | 1121.56 |
| C-D Supply | Off. Supplies & Forms | 364.99 |
| Cantera Aggregates | Engineering Services | 17018.85 |
| Card Services | Park Maint. & Supplies | 102.93 |
| CarQuest | Engineering Services | 437.48 |
| Cville Iron | Park Maint. & Supplies | 19.86 |
| Cville Wtrwks | Water & Sewer | 57.30 |
| C'ville Produce & Feed | Engineering Services | 188.56 |
| Central IA Det | Juvenile Detention & Shel | 540.00 |
| Chariton Valley Elec | Engineering Services | 335.25 |
| City Cville | Salary-Regular Employees | 5940.85 |
| City of Plano | Maintenance Contract | 188.36 |
| City of Unionville | Maintenance Contract | 162.07 |
| Clark's Auto Rpr | Engineering Services | 84.49 |
| CocoBeen Reptiles & Feeders | Park Maint. & Supplies | 107.50 |
| Country Inn | Educational & Train.Serv. | 655.20 |
| Davis Co Sch | Community Support Program | 800.00 |
| Davis Co Daycare | Community Support Program | 1833.72 |
| Davis Co ISU Ext | Community Support Program | 2008.23 |
| Davis Co Sheriff | Medical & Health Services | 10262.83 |
| Eastern IA Tire | Engineering Services | 28.07 |
| Equipment Blades, Inc | Engineering Services | 1443.72 |
| Finish Line | Fuels | 510.68 |

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| Fogle TV | Park Maint. & Supplies | 214.11 |
| Galls | Uniforms | 252.30 |
| Government Forms & Supplies | Off. Supplies & Forms | 600.32 |
| Hawkeye Truck Equip | Construction & Maint. | 46913.14 |
| Hills San | Engineering Services | 495.00 |
| Holiday Inn | Educational & Train.Serv. | 364.00 |
| Hy-Vee | Food Preparation Service | 3703.00 |
| IA Dept of Transp | Engineering Supplies | 158.58 |
| Iowa AEYC | Community Support Program | 1189.48 |
| IA Law Enforcement Academy | Educational & Train.Serv. | 625.00 |
| IA Sec State | Voter Registration Serv. | 99.01 |
| IA ME | Medical & Health Services | 2027.00 |
| J&K Rentals | Rent Payments | 400.00 |
| John Deere | Engineering Services | 885.65 |
| Kids World | Community Support Program | 1109.50 |
| Kimball | Engineering Services | 298.15 |
| K Laurson | Official Pub.& Legal Not. | 15.00 |
| Lee Co Hlth | Community Support Program | 570.35 |
| LexisNexis | Dues & Memberships | 100.00 |
| Lockridge | Park Maint. & Supplies | 399.53 |
| Marion Co Pub Hlth | Community Support Program | 632.76 |
| Mercy Med Ctr | Engineering Services | 66.00 |
| Metal Culverts | Bridge & Culvert Maint. | 9186.00 |
| Midwest Card & ID Solutions | Construction & Maint. | 1750.00 |
| Midwest Wheel | Engineering Services | 205.00 |
| MMIT | Off. Equip Repair & Maint | 174.48 |
| Monroe Pub Hlth | Community Support Program | 6570.07 |
| Municipal Housing Agency | Rent Payments | 234.00 |
| Sinclair NAPA | Engineering Services | 345.96 |
| Natel | Off. Supplies & Forms | 237.88 |
| NEWMAN SIGNS INC | Engineering Services | 1741.12 |
| O'Reilly | Engineering Services | 868.57 |
| Oden Enterprises | Bridge & Culvert Maint. | 94902.40 |
| Brent Oden | Rent Payments | 360.00 |
| Official Pest Control | Off. Equip Repair & Maint | 60.00 |
| Orchard Pl | Community Support Program | 12322.17 |
| Ottumwa Courier | Legal & Ct-Related Serv. | 438.00 |
| Ottumwa Printing | Off. Supplies & Forms | 623.00 |
| Owens-King | Off. Supplies & Forms | 405.18 |
| Pomp's Tire Service | Engineering Services | 3107.84 |
| Prof Computer | Off. Equip Repair & Maint | 19.95 |
| Prof Rescue | Construction & Maint. | 4000.00 |
| Quill | Off. Supplies & Forms | 89.97 |
| RASWC | Engineering Services | 48.30 |
| RRWA | Water & Sewer | 58.40 |
| River Hills | Medical & Health Services | 618.00 |
| SCICAP | Community Support Program | 30053.12 |
| Simmons Bldg Materials | Engineering Services | 100.80 |
| Sinclair Tractor | Park Maint. & Supplies | 1993.73 |
| B Skinner | Educational & Train.Serv. | 9.17 |
| Solutions | Off. Supplies & Forms | 190.00 |
| So IA Heat, Cool, & Plumb | Building Perm. Improvemnt | 4450.50 |
| Stivers Ford Lincoln | Motor Vehicle | 68712.00 |
| D Sturms | Mileage & Transp. Expense | 263.50 |
| Ulrich Ford | Engineering Services | 209.70 |
| UMB Bank, N.A. | G.O. Bonds Principal | 92637.50 |
| UnityPoint | Engineering Services | 42.00 |

| | | |
|------------------|---------------------------|-----------|
| US Bank | Engineering Services | 1665.96 |
| US Cellular | Telephone & Telegr.Serv. | 620.23 |
| Watson & Ryan | Legal & Ct-Related Serv. | 1812.50 |
| Wayne Co Sheriff | Food Preparation Service | 11160.00 |
| Wex Bank | Mileage & Transp. Expense | 194.36 |
| C Willey | Educational & Train.Serv. | 124.86 |
| J Willier | Legal & Ct-Related Serv. | 495.00 |
| Windstream | Off. Supplies & Forms | 1744.78 |
| Ziegler | Engineering Services | 1921.81 |
| 911 Custom, LLC | Uniforms | 4078.00 |
| Grand Total | | 512920.95 |

McGill motioned to approve the liquor license for DNC Parks & Resorts at Honey Creek.

Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve the cigarette permit for BK's Boathouse LLC. Seconded by McGill. All voted aye.

Phil Brown, Operations Manager of Rathbun Lake was present to discuss the Memorandum of Understanding between the County and the Corps. Kulmatycki motioned to approve the Memorandum of Understanding. Seconded by McGill. All voted aye.

Mike Adkins, Midwest Construction Consultants provided an update on the law center project. The water main project is 50% complete. It should come in under budget due to no traffic control and road cuts. The excavator should break ground the second week of June. The metal building will not be constructed in time, so a metal box could be rented. Kulmatycki motioned to approve renting a job trailer. Seconded by McGill. All voted aye. Kulmatycki motioned to approve the May pay application. Seconded by McGill. All voted aye.

McGill motioned to accept the resignation letter from Public Health Nurse, Rhonda Tisue effective June 30, 2021. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the hiring of Rebecca Pfannebecker as Public Health Nurse starting June 1, 2021 with an hourly rate of \$26.81 per hour, working 35 hours a week. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve Linda Demry signing for the Coronavirus State and Local Fiscal Recovery Funds. Seconded by Kulmatycki. All voted aye.

FYI-the auditor has signed the Cybersecurity and Infrastructure Security Agency (CISA) Acceptance Letter. CISA will perform checks on our databases as a requirement to Administrative Rules.

Kulmatycki motioned to approve Resolution # 2021-20. Seconded by McGill. All voted aye.

NAMING DEPOSITORIES RESOLUTION: 2021-20

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

| Depository Name | Location | Maximum under prior Resolution | Maximum under this Resolution |
|-----------------------|-----------------|-----------------------------------|----------------------------------|
| Sheriff: Iowa Trust | Centerville, IA | 200,000 | 200,000 |
| Treasurer: Iowa Trust | Centerville, IA | 9,000,000 | 10,000,000 |
| Treasurer: IPAIT | Des Moines, IA | 7,000,000 | 11,000,000 |
| Treasurer: US Bank | Centerville, IA | 0 | 0 |
| Recorder: US Bank | Centerville, IA | 0 | 0 |
| Recorder: Iowa Trust | Centerville, IA | 75,000 | 75,000 |
| Auditor: US Bank | Centerville, IA | 0 | 0 |

| | | | |
|-----------------------------|-----------------|---------|---------|
| Auditor: Iowa Trust | Centerville, IA | 300,000 | 300,000 |
| Auditor: US Bank (Cemetery) | Centerville, IA | 8,000 | 8,000 |
| Auditor: Peoples State | Albia, IA | 75,000 | 75,000 |

CERTIFICATION: I hereby certify that the foregoing is a true and correct copy of a resolution of the Appanoose County Board of Supervisors, adopted at a meeting of said public body, duly called and held on the 17th day of May, 2021, a quorum being present, as said resolution remains of record in the minutes of said meeting, and it is now in full force and effect.

Approved this 17th day of May, 2021.

/s/Linda Demry, Chairman of Board of Supervisors

/s/Mark McGill, Member of Board of Supervisors

/s/Jeff Kulmatycki, Member of Board of Supervisors

ATTEST: /s/Kelly Howard, Appanoose County Auditor

FYI-DeerView #65788 submitted a MMP update (change in crop rotation and added acres).

Conservation Director, Joe Burg, provided an update to the board. They received two grants.

One for a new exhibit in the nature center and another for habitat at the Fenton Wildlife Area. They will be taking applications for a new full-time technician. 75 acres were burnt and food plots have been planted. They continue to work on equipment maintenance and have several field trips scheduled keeping the naturalist busy.

Kulmatycki motioned to approve Resolution # 2021-21. Seconded by McGill. All voted aye.

RESOLUTION 2021-21 BRIDGE EMBARGO

WHEREAS: The Board of Supervisors is empowered under authority of Sections 321.236 Sub. (8), 321.255 and 321.471 to 321.473 to prohibit the operation of vehicles or impose limitations as to the weight thereof on designated highways or highway structures under their jurisdiction, and

WHEREAS: the County Engineer has completed (or has caused to be completed) the Structure Inventory and Appraisal of certain county bridges, in accordance with the National Bridge Inspection Standards and has determined (or it has been determined) that they are inadequate for two lane legal loads at allowable operating stress.

NOW, THEREFORE, BE IT RESOLVED by the Appanoose County Board of Supervisors that in addition to any previously established restrictions established by this Board, that vehicle and load limits be established, that signs be erected advising of the permissible maximum weights thereof on the bridges listed, that a violation of the ordinance is punishable by fine as set forth in Iowa Code section 321.471(2)(b), and that said limitations remain in place until the County Engineer certifies (or has caused to be certified) that said limitations have been resolved, as follows:

| FHWA | Bridge ID | Location | | | | |
|---------|-----------|----------|----------|----------|---------|---------------------|
| T-R-Sec | Type 4 | Type 3S3 | Type 3-3 | Features | Crossed | |
| 065790 | 060377 | 70-16-03 | 28 | 40 | 40 | N BRANCH SOAP CREEK |
| 065990 | 063155 | 70-16-31 | 25 | 40 | 40 | SOAP CREEK |
| 362130 | 093040 | 70-19-30 | 28 | 40 | 40 | STREAM |
| 063430 | 760300 | 67-16-03 | 6 | | | STREAM |
| 063440 | 760406 | 67-16-04 | 15 | 25 | 24 | INDIAN CREEK |
| 063500 | 760973 | 67-16-09 | 20 | | | LONG BRANCH |
| 063530 | 761167 | 67-16-11 | 6 | | | STREAM |
| 063550 | 761365 | 67-16-13 | 21 | 31 | 40 | STREAM |
| 063650 | 762120 | 67-16-21 | 28 | 40 | 40 | STREAM |
| 063791 | 771954 | 67-17-19 | 26 | 40 | 40 | STREAM |
| 063841 | 781670 | 67-18-16 | 15 | 20 | 20 | STREAM |
| 063900 | 782392 | 67-18-23 | 20 | 34 | 34 | STREAM |
| 063910 | 790590 | 67-19-05 | 26 | 40 | 40 | STREAM |

| | | | | | | |
|--------|--------|----------|----|----|----|------------------|
| 063920 | 790610 | 67-19-06 | 23 | 38 | 39 | STREAM |
| 064041 | 792097 | 67-19-20 | 10 | 15 | 15 | UNNAMED STREAM |
| 064060 | 860105 | 68-16-01 | 28 | 40 | 40 | FOX CREEK |
| 064260 | 863458 | 68-16-34 | 7 | | | INDIAN CREEK |
| 064370 | 871104 | 68-17-04 | 25 | 40 | 40 | STREAM |
| 064390 | 871392 | 68-17-13 | 27 | 40 | 40 | STREAM |
| 064450 | 872699 | 68-17-26 | 26 | 40 | 40 | CHARITON RIVER |
| 064560 | 880337 | 68-18-03 | 20 | 32 | 35 | STREAM |
| 064570 | 880706 | 68-18-07 | 25 | 40 | 40 | COOPER CREEK |
| 064580 | 880901 | 68-18-09 | 28 | 40 | 40 | COOPER CREEK |
| 064691 | 882560 | 68-18-25 | 19 | 28 | 39 | STREAM |
| 064780 | 890804 | 68-19-08 | 3 | | | COOPER CREEK |
| 064800 | 891007 | 68-19-10 | 18 | 27 | 32 | COOPER CREEK |
| 064880 | 892253 | 68-19-22 | 13 | 21 | 23 | STREAM |
| 064911 | 892909 | 68-19-29 | 22 | 29 | 29 | STREAM |
| 064930 | 892750 | 68-19-27 | 25 | 40 | 40 | KIRKENDALL CREEK |
| 064965 | 893006 | 68-19-30 | 28 | 40 | 40 | UNNAMED STREAM |
| 064971 | 893107 | 68-19-31 | 25 | 40 | 40 | SMALL STREAM |
| 065000 | 961067 | 69-16-10 | 20 | | | STREAM |
| 065070 | 962305 | 69-16-23 | 10 | 15 | 15 | STREAM |
| 065110 | 963403 | 69-16-34 | 26 | 38 | 40 | STREAM |
| 065125 | 963508 | 69-16-35 | 23 | 27 | 37 | UNNAMED STREAM |
| 065151 | 970664 | 69-17-06 | 30 | | | STREAM |
| 065281 | 972662 | 69-17-26 | 13 | 23 | 23 | STREAM |
| 065450 | 981405 | 69-18-05 | 25 | 40 | 39 | WALNUT CREEK |
| 065500 | 982014 | 69-18-14 | 22 | 35 | 35 | SMALL STREAM |
| 065731 | 992502 | 69-19-25 | 10 | 15 | 15 | WALNUT CREEK |
| 065760 | 993206 | 69-19-32 | 10 | | | WALNUT CREEK |
| 065770 | 993274 | 69-19-32 | 28 | 40 | 40 | WALNUT CREEK |

STRUCTURES UNDER 20 FT

| FHWA | Bridge ID | Location | T-R-Sec | Type 4 | Type 3S3 | Type 3-3 | Features Crossed |
|------|-----------|----------|---------|--------|----------|----------|------------------|
| <20 | 073012 | 70-17-30 | 10 | | | 15 | 15 |

RAILROAD

LIMITED TO ONE LANE

| FHWA | Bridge ID | Location | T-R-Sec | Type 4 | Type 3S3 | Type 3-3 | Features Crossed |
|--------|-----------|----------|---------|--------|----------|----------|------------------|
| 065931 | 062704 | 70-16-27 | | | | | SOAP CREEK |
| 065961 | 072591 | 70-17-25 | | | | | SMALL STREAM |
| 066170 | 083682 | 70-18-36 | | | | | BUCK BRANCH |
| 066271 | 093030 | 70-19-30 | | | | | SMALL |
| 063710 | 770229 | 70-17-02 | | | | | PACKARD CREEK |
| 363640 | 892565 | 68-19-25 | | | | | STREAM |
| 064961 | 893005 | 68-19-30 | | | | | STREAM |
| 065140 | 970535 | 69-17-05 | | | | | STREAM |
| 065661 | 991305 | 69-19-13 | | | | | WALNUT CREEK |

SOAP CREEK
SMALL STREAM
BUCK BRANCH
SMALL
PACKARD CREEK
STREAM
STREAM
STREAM
WALNUT CREEK

CLOSED TO TRAFFIC

| FHWA | Bridge ID | Location | T-R-Sec | Type 4 | Type 3S3 | Type 3-3 | Features Crossed |
|------|-----------|----------|---------|--------|----------|----------|------------------|
|------|-----------|----------|---------|--------|----------|----------|------------------|

| | | |
|---------------|------------|-------------------|
| 064415 872270 | 68-17-22 0 | STREAM |
| 064611 882004 | 68-18-20 0 | SHOAL CREEK |
| 064810 891054 | 68-19-10 0 | COAL CREEK |
| 065650 991202 | 69-19-12 0 | WOLF BRANCH CREEK |
| 065290 972641 | 69-17-26 0 | STREAM |
| 603380 992758 | 69-19-27 0 | WALNUT CREEK |

Passed and Approved this 17th day of May, 2021

/s/: Linda Demry, Chairman Board of Supervisors

ATTEST : /s/ Kelly Howard, County Auditor

Kulmatycki motioned to approve Resolution #2021-22. Seconded by McGill. All voted aye.

RESOLUTION # 2021-22 APPANOOSE COUNTY ENTRANCE AND DRIVEWAY POLICY

Revised: 03/09/2021

Be it resolved by the Board of Supervisors of Appanoose County that, effective this 17th day of May, 2021, the following policy shall apply to all entrances and driveways serving as access to a secondary road under the jurisdiction of Appanoose County. This resolution supersedes any previous resolution on the same subject.

PURPOSE:

This policy is to establish Appanoose county's regulations for access to a secondary road under the jurisdiction of Appanoose County. The policy establishes requirements for the location and establishment of driveways, field entrances, and subdivision streets requested by property owners. It is designed to assure that adequate standards are maintained to allow safe access for persons entering upon secondary roads and providing safe highway use for the traveling public.

APPLICATION TO COUNTY ENGINEER:

Section 319.14 of the Code of Iowa requires that all persons shall not excavate, fill, or make a physical change within the right-of-way of a public road or highway without obtaining a permit from the highway authority having jurisdiction of the public road or highway.

All landowners, or their agents, tenants, or designees, who desire a new entrance, additional entrances, or to modify existing entrances, are required to obtain a permit for installation from the County Engineer prior to installation. Permits are available at no cost to the applicant.

Permit applications shall identify the road and locations where the work is proposed. The County Engineer will review the proposed location and applications to determine if it will comply with the location and construction requirements set forth by this policy. If the site satisfies all criteria, the County Engineer shall issue a permit and establish the culvert diameter and length. If the proposed location fails to meet all of the requirements, the Engineer may reject the applications, explaining the reasons for such action and advising what changes would be necessary to obtain approval.

RESPONSIBILITY OF WORK AND COSTS:

The property owner or tenant is responsible for the construction of all new entrances or modifications to existing entrances. This includes all materials and labor involved in the installation. All construction work shall conform to the requirements set by this policy. The property owner may purchase a corrugated metal pipe from Appanoose County if available for cost and have it delivered to the work site for no additional cost.

FINAL APPROVAL OF ENTRANCE:

After completion of a new entrance or modification of an existing entrance, the applicant shall notify the County Engineer, who shall inspect the entrance for conformance to this policy. The entrance will either

be accepted or rejected. If the work is rejected, the applicant will be notified of the deficient work. All corrections must be completed before the entrance is put into use.

NONCONFORMING ENTRANCES:

Any nonconforming entrance built after the effective date (June 16, 2008) of the original Entrance and Driveway Policy Resolution, or this revised version of the resolution, may be removed by Appanoose County and the cost billed to the owner or party responsible for installing the entrance.

FUTURE MAINTENANCE:

Entrance culverts previously approved by the County Engineer (metal or concrete) will be maintained by the Appanoose County Road Department. The County will replace removed fill from pipe maintenance operations. Entrance surfacing (Asphalt, Concrete, or Aggregate) placement will be the responsibility of the property owner including replacement or repair of surfacing damaged when Secondary Road Department repairs or replaces the culvert. The County will not replace plastic culverts damaged by fire or otherwise melted. Plastic pipes are susceptible to damage from construction, maintenance, or fire and will not be maintained or replaced by the County.

ROADWAY CONSTRUCTION:

Any entrances removed for road construction will be replaced by the county at no cost to the owner. Existing entrance surfacing removed for construction will also be replaced by the county at no expense to the owner. At the request of the owner and with proper location approval, the County may construct additional entrances at the time of roadway construction with the owner responsible only for the cost of the culvert pipe.

LOCATION REQUIREMENTS:

All driveways, field or business entrances, and subdivision street intersections must meet minimum sight and stopping distance requirements:

1. 400' on gravel roads measured from the centerline of the entrance in each direction,
2. Spacing on pavements measured from the centerline of the entrance in each direction per Chapter 5I of current Statewide Urban Design and Specifications Design Manual (SUDAS).

The County reserves the right to make exceptions in extraordinary circumstances to the sight distance requirements at the discretion of the County Engineer where the exercise of sound and reasonable engineering judgment indicates that public safety will not be compromised.

Entrances will not be allowed within 100 feet from the end of a bridge and/or any guardrail installation. Entrances on a paved road will not be allowed within 250 feet from any intersecting road. Spacing and locations per SUDAS.

Entrances on a gravel road will not be allowed within 100 feet from any intersecting road.

CULVERT PIPE REQUIREMENTS:

If the location is approved, the County Engineer will determine if a culvert pipe is required, the size of the opening required, and the length of culvert pipe required. The required diameter and length for each culvert shall be based on the drainage area, entrance top width, entrance use, ditch depth, Annual Average Daily Traffic (AADT) and type of road surface being entered.

All Culvert pipes shall be approved by the County Engineer. Used culverts showing rust or having holes will not be approved. New pipe culvert pipe shall meet IDOT standards for entrance pipe and shall be a minimum of 15" diameter. The following new pipe materials are approved:

1. Corrugated metal pipe – 15" to 48" diameter (16 gauge), greater than 48" diameter (12 gauge)
2. Tied reinforced concrete pipe (2000D Class or better – no rejects)

3. PVC Pipe (Double-walled required) (Note: County will neither replace nor be responsible for damage to PVC pipe.)

CONSTRUCTION REQUIREMENTS:

1. Entrance Installation shall be according to IDOT & SUDAS specifications.
2. Permittee shall provide a certificate of insurance for the work being done, (naming the County as an additional insured on the Permittee's policy), to the County Engineer before the permit can be processed.
3. Minimum top width for a driveway or field entrance shall be 20 feet.
4. Sideslopes for entrances on rock roads shall be 3:1 minimum or a 6:1 minimum if no culvert is required, and sideslopes for entrances on paved roads shall be 8:1 minimum or as shown in SUDAS Chapter 5I.
5. Entrances shall slope away from the road shoulder and shall be shaped to prevent water from the property draining onto the roadway.
6. Entrance shall be compacted by tamping or rolling.
7. No filling will be permitted in the right-of-way other than what is necessary to construct the proposed entrance.
8. No excavations will be made within the limits of the traveled portion of the roadway.
9. The construction, future repair, or maintenance of entrances shall be carried on in such a way as to not interfere with or interrupt traffic on the County road.
10. Private property may not be used to as to encumber the County right-of-way, or interfere with safety, comfort, and the use of County roadway users.
11. The permittee shall leave the road and the County right-of-way in as good condition as it was prior to construction.
12. Re-seeding of disturbed areas shall be with a seed mix approved by the IRVM Director or the County Engineer.

Passed and adopted this 17th day of May, 2021.

/s/ Linda Demry Board of Supervisors, Chairperson

/s/ Mark McGill, Board of Supervisors, Member

/s/ Jeff Kulmatycki, Board of Supervisors, Member

Attest: /s/Kelly Howard, County Auditor

County Engineer, Brad Skinner, provided an update. Half of the rock haul contract is complete. They are paused today due to the rain and soft roads. They've advertised for a Laborer and received around 20 applications. The new dump truck is ready for pickup. An updated equipment list with hours was provided. He will be meeting with the DOT regarding the industrial road lighting. Contractors will be in the county doing 25-30 miles of pavement markings.

CDC Coordination, Stephanie Koch, provided an update. The next Governing Board meeting is the 19th at 1:30 in Ottumwa (also via Zoom). Adult and Child Advisory will meet June 3rd at 1 & 2 in Ottumwa. She will be attending a housing training later in the month. She continues to help with MCO's.

Public Comments: none.

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

The Board adjourned to meet at the call of the Auditor at 9:59 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor



Hello, Welcome to the Alcoholic Beverages Division State of Iowa

Applications Licence (s) Tickets

Application Number

License Number

Application Status

Select

Search

Application Number : App-140719

Brownie's Bait-Breakfast-Beer- BC0030620
Premise Street : 11377 S Hwy 70
Class C Beer Permit

Application Type
Amendment

Ownership

Tentative Effective Date
2021-04-06

Tentative Expiration Date
2022-04-05

Application Status
Submitted to Local Authority





Ownership Updates Application (App-140719) For (BC0030620)

Exit Save and Exit

- License or Permit Type
- Privileges
- Premises
- Ownership
- Criminal History / Violations
- Document Upload
- Local Authority
- Review
- Attestation / Endorsement

Business Demographics

NEED HELP ?

Please provide ownership information for each of the following individuals as applicable:

- A person who, directly or indirectly, has an interest of 10% or more in the ownership or profits of the business.
- Each of the officers, directors, and partners of the business.
- A person who, directly or indirectly, owns or controls 10% or more of any class of the business's stock.

| | |
|---------------------|-------------------|
| Connie Brown | Kim Brown |
| Position : co owner | Position : owner |
| SSN : XXX-XX-0872 | SSN : XXX-XX-5009 |
| US Citizen : Yes | US Citizen : Yes |
| Ownership : 50% | Ownership : 50% |
| DOB : 1957-11-06 | DOB : 1951-11-03 |

Previous Next

Instructions on the reverse side

For period (MM/DD/YYYY) 07/01/2021 through June 30, 2022

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Rathbun Marina
Physical Location Address 21646 Marina Pl City Moravia ZIP 52571
Mailing Address _____ City _____ State _____ ZIP _____
Business Phone Number 641-724-3212

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Your Boat Works LLC
Mailing Address 21646 Marina Pl City Moravia State IA ZIP 52571
Phone Number 641-724-3212 Fax Number _____ Email sheila@yourboatworks.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Sheila Clemens Name (please print) Douglas W Clemens
Signature Sheila Clemens Signature Douglas W Clemens
Date 4-22-21 Date 4-22-21

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$ 5000
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

5/17/21 15:49:19

Miscellaneous Receipt
Appanoose County Treasurer

05/17/2021

Receipt# 20028

Received from Customer R 510 Courthouse

| <u>Payment Method</u> | <u>Amount</u> | <u>Check#</u> | <u>Paid by</u> |
|-----------------------|---------------|---------------|-----------------|
| 2 Check | 50.00 | 8263 | Rathbun Marinas |

| # | Fund | Function | Rev | Dept | Prj | Sub | Post | Earned | Amount |
|---|-------|----------|-------|------|-----|-----|------|-----------------------------|--------|
| 1 | 01000 | 3 | 09000 | 3040 | 51 | | 1 | 05/17/2021 | 50.00 |
| | | | | | | | | Cigarette Permits | |
| | | | | | | | | k-50 Tobacco Permit | |
| | | | | | | | | July 1, 2021- June 30, 2022 | |
| | | | | | | | | JS | |

Total Amount 50.00

Fireworks Permit Application Appanoose County, Iowa

Instructions: The applicant must complete the application, including Attachments, and have their signature notarized. The application should be submitted to the Appanoose County Auditor. The application will be forwarded to the Board of Supervisors for action.

Applicant Name

Daytime telephone

Appanoose County Fair

James McGill-VA 641-895-0342

Address 703 W. Franklin St. Centerville, IA 52544

Event Location

Description of Event

Appanoose Co Fair Grounds

Fireworks after evening entertainment

Date

Duration

7-19-21

Dusk for 20 minutes
approx 9:30-9:50

Estimated # of Persons to attend

Responsible party on-site during event, if different from applicant

(on site) (Depending on location and number of attendees, Security arrangements may be required for large gatherings)

500-700

Fireworks Operator Name

Daytime Telephone

J+M Displays Inc

800-648-3890

Address

Credentials/licenses

18064 170th Ave
Yarborough, IA 52660

Neighborhood Notification Plan

Describe your proposed method of notifying your neighbors (1 mile radius) of the event.

Advertising for fair

I hereby certify and affirm that the information given herein is true and correct to the best of my knowledge. I understand that if it is found that the terms of the permit are not adhered to, it may be summarily revoked, and the event immediately terminated.

Furthermore, I agree to indemnify, defend, and hold harmless Appanoose County and its officials and employees from any and all claims of liability for personal injury or property damage that may be made against them arising from the event described herein, including reasonable attorney's fees and all other costs of defense, settlement and judgement.

James McGill

5-17-21

Applicant Signature

Date

State of Iowa County of Appanoose

This application was acknowledged before me on

MAY 17TH 2021 by JAMES MCGILL

Angela Oehler



Signature of Notary Public

Seal

Attachments: Proof of operator insurance required



CERTIFICATE OF LIABILITY INSURANCE

| |
|-------------------|
| DATE (MM/DD/YYYY) |
| 1/19/2021 |

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114 | CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 | | | | | | | | | | | | | | | | | | | | | | |
|--|---|---|-------------------------------|--|--------|-------------|----------------------------------|-------|-------------|--------------------------|-------|-------------|---------------------------------|-------|-------------|--|--|-------------|--|--|-------------|--|--|
| | E-MAIL ADDRESS: | | | | | | | | | | | | | | | | | | | | | | |
| INSURED J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660 | | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Everest Denali Insurance Company</td> <td>16044</td> </tr> <tr> <td>INSURER B :</td> <td>Axis Surplus Ins Company</td> <td>28620</td> </tr> <tr> <td>INSURER C :</td> <td>Everest Indemnity Insurance Co.</td> <td>10851</td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A : | Everest Denali Insurance Company | 16044 | INSURER B : | Axis Surplus Ins Company | 28620 | INSURER C : | Everest Indemnity Insurance Co. | 10851 | INSURER D : | | | INSURER E : | | | INSURER F : | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | | |
| INSURER A : | Everest Denali Insurance Company | 16044 | | | | | | | | | | | | | | | | | | | | | |
| INSURER B : | Axis Surplus Ins Company | 28620 | | | | | | | | | | | | | | | | | | | | | |
| INSURER C : | Everest Indemnity Insurance Co. | 10851 | | | | | | | | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER: 1312905449** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

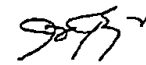
| INSR LTR | TYPE OF INSURANCE | ADD'L SUBR (NSR) WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|----------|--|---|--------------------|-------------------------|-------------------------|---|-----------------------------|----|
| C | GENERAL LIABILITY | | S18ML00060-211 | 1/15/2021 | 1/15/2022 | EACH OCCURRENCE | \$ 1,000,000 | |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 500,000 | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | MED EXP (Any one person) | \$ |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 | |
| | | | | | | GENERAL AGGREGATE | \$ 2,000,000 | |
| | | | | | | PRODUCTS - COM/PROP AGG | \$ 2,000,000 | |
| | | | | | | | \$ | |
| A | AUTOMOBILE LIABILITY | | S18CA00033-211 | 1/15/2021 | 1/15/2022 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 | |
| | <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS | <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | BODILY INJURY (Per person) | \$ | |
| | | | | | | BODILY INJURY (Per accident) | \$ | |
| | | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | | | | | | | \$ | |
| B | UMBRELLA LIAB | <input checked="" type="checkbox"/> OCCUR | P-001-000063943-03 | 1/15/2021 | 1/15/2022 | EACH OCCURRENCE | \$ 5,000,000 | |
| | <input checked="" type="checkbox"/> EXCESS LIAB | <input type="checkbox"/> CLAIMS-MADE | | | | AGGREGATE | \$ 5,000,000 | |
| | DED | RETENTION \$ | | | | | \$ | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | WC STATUTORY LIMITS | OTHER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> | N/A | | | E.L. EACH ACCIDENT | \$ | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | E.L. DISEASE - EA EMPLOYEE | \$ | |
| C | Excess Liability #2 | | S18EX01313-211 | 1/15/2021 | 1/15/2022 | E.L. DISEASE - POLICY LIMIT | \$ | |
| | | | | | | Each Occ/Aggregate Total Limits | \$4,000,000 \$10,000,000 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Additional insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
 FIREWORKS DISPLAY DATE: July 19, 2021
 LOCATION OF EVENT: Appanoose County Fairgrounds

ADD'L INSURED: The County of Appanoose, Iowa, its employees, volunteers, officers, elected officials, partners, subsidiaries, divisions & affiliates, event sponsors & landowners as their interest may appear in relation to this event; Appanoose County Fair Board (sponsor); Appanoose County Fair (sponsor)

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| Appanoose County Fair 701 West Franklin Street Centerville IA 52544 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |

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FIREWORKS DISPLAY AGREEMENT



THIS AGREEMENT is made and entered into this 15th day of December, 2020, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and Appanoose County Fair Board, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$1,500.00 program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of July 19 2021 at approximately _____:_____ pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Firing of Display (check one of the below options):

- Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.
- Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display.

2. Payment. The Buyer shall pay to the Seller (check one of the below options):

- the sum of \$ _____ as a down payment upon execution of this Agreement. The balance of \$ _____ shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 1/2%) per month shall be added to the unpaid balance if the account is not paid in full within the fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.
- \$1,500.00 in full by May 1, 2021 (70 days prior to event date).
The Buyer will receive the 8% prepayment bonus product in this fireworks display.
- \$ _____ in full by _____ (30 days prior to event date).
The Buyer will receive the 5% prepayment bonus product in this fireworks display.

3. Postponement/Cancellation. Displays postponed to an alternate date will be charged an additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date.

In the event the display is cancelled and not re-scheduled, J&M Displays, Inc. shall be entitled to 20% of the contract price for out of pocket expenses incurred in preparation for the show.

4. Rain Date. Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of _____ or another date as agreed to by both parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the AHJ, Seller, and the lead pyrotechnician.

5. Insurance. If Seller is firing the show, Seller agrees to provide, at its expense, general liability insurance coverage, in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

6. Buyer agrees to provide:

- (a) Sufficient area for the display, including a minimum spectator set back as determined by Seller.
- (b) Protection of the display area by roping off or similar facility.
- (c) Adequate police protection to prevent spectators from entering display area.
- (d) Dry, clean sand, if needed, for firing.
- (e) Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display for anything that may have been missed at the night search.
- (f) Necessary local permits.

7. No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

8. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement. The Agreement shall not be construed to have been drafted, authored, or written by any specific Party. Rather, the Agreement shall be construed as co-drafted, co-authored, or co-written by the Parties. Therefore, the Agreement shall not be construed against any Party on the claim or basis the Agreement was drafted, written, or authored by any specific Party.

9. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

10. Excluded Damages and Limitation of Liability. Except for claims covered by Seller's applicable general liability insurance, notwithstanding any provision to the contrary in this Agreement:

(a) In no event shall Seller be liable to Buyer or any third party for any loss of use, revenue or profit or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

(b) In no event shall Seller's liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount paid or payable to Seller pursuant to this Agreement.

11. Choice of Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as provided in paragraph one above. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Iowa District Court in and for Des Moines County, Iowa. The Iowa District Court in and for Des Moines County, Iowa shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each Party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Iowa District Court in and for Des Moines County, Iowa.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

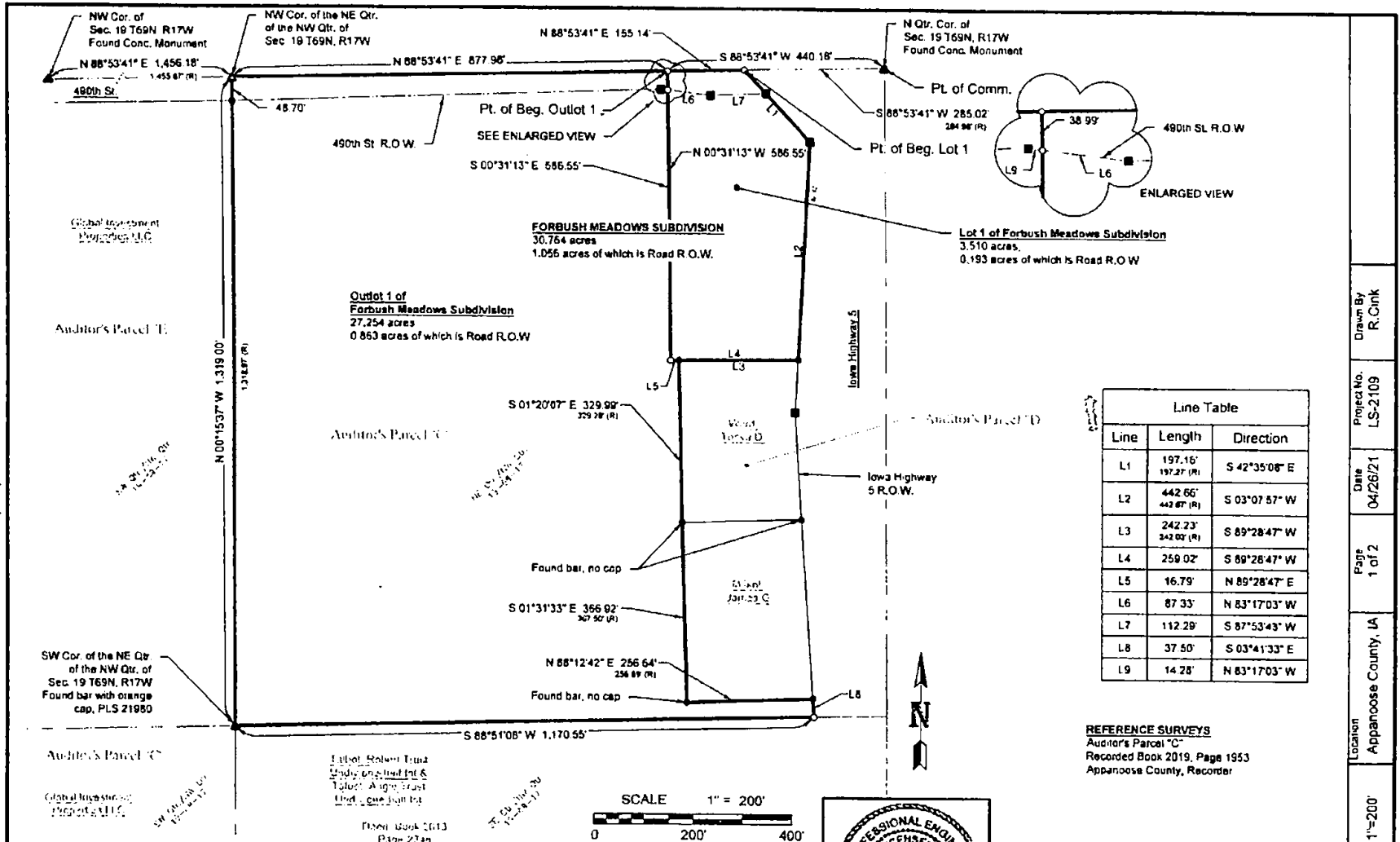
BY: James J. Letken
J & M Displays, Inc.
SELLER

BY: Martha Fulk, President
Apparace Co Fair
BUYER

Please include the DISPLAY INFORMATION FORM with this Agreement so your order is processed accurately.

| | |
|--------------------------------------|--|
| INDEX LEGEND | |
| Property Location | NW 1/4 Sec. 19, T69N, R17W Appanoose County, Iowa |
| Surveyor / Return Document to: | Wendell W. Folkerts P.E. and P.L.S. B&T Engineering Services P.O. Box 825, Centerville, IA 52544 |
| Survey Requested by / Proprietor: | Carl Collier - HomeTown Realty Global Investment Properties LLC |

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



| | |
|---|--|
| Survey Notes | |
| Basis for Bearing is IA RCS Zone 12 Coordinates (IARTN) | |
| MONUMENT LEGEND | |
| ▲ | Found Monument as Noted at U & PLS Corner |
| △ | 6x1 1/2" bar with pink cap U.S.P.L.S. Corner |
| ● | Found bar with orange cap, PLS 21180 |
| ○ | 6x1 1/2" bar with pink cap, PLS 6366 |
| ■ | Found Right-of-Way Road |

FORBUSH MEADOWS SUBDIVISION FINAL PLAT

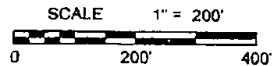
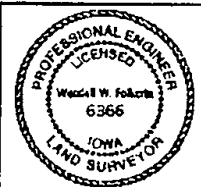
I hereby certify that this land surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

Date: 5-6-21

My registration renewal date is December 31, 2021.

Pages covered by this certification, Page 1

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



REFERENCE SURVEYS
Auditor's Parcel "C"
Recorded Book 2019, Page 1953
Appanoose County, Recorder

INDEX LEGEND

| | |
|-------------------------------|---|
| Property Location | NW 1/4, Sec. 18, T89N, R17W, Appanoose County, Iowa |
| Surveyor / Return Document to | Wesley Folkerts P.E. and P.L.S. BBT Engineering Services |
| Survey Requested by | P.O. Box 825, Centerville, IA 52544 |
| Proprietor | Carl Ocker - Homelawn Realty Global Investment Properties LLC |

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

**Forbush Meadows Subdivision
Legal Description**

A part of Auditor's Parcel "C" of the Northwest Quarter of Section 19, Township 69 North, Range 17 West of the Fifth Principal Meridian, Appanoose County, Iowa, more particularly described as follows:

Commencing at the North Quarter Corner of Section 19, Township 69 North, Range 17 West of the Fifth Principal Meridian, Appanoose County Iowa, and proceeding:

thence South 88°53'41" West 285.02 feet along the North line of the Northwest Quarter of said Section 19, to a set iron pin at the point of intersection with the West right-of-way line of Iowa Highway 5 and the Point of Beginning;

thence South 42°35'08" East 197.16 feet along said right-of-way line to a found right-of-way rail;

thence South 03°07'57" West 442.68 feet along said right-of-way line to a found iron pin;

thence South 89°28'47" West 242.23 feet to a found iron pin;

thence South 01°20'07" East 329.69 feet to a found iron pin;

thence South 01°31'33" East 386.92 feet to a found iron pin;

thence North 88°12'42" East 256.64 feet to a found iron pin on the West right-of-way line of Iowa Highway 5;

thence South 03°41'33" East 37.50 feet along said right-of-way line to a set iron pin on the South line of the Northeast Quarter of the Northwest Quarter of said Section 19;

thence South 88°51'08" West 1,170.65 feet along the South line of the Northeast Quarter of the Northwest Quarter of said Section 19 to a found iron pin at the Southwest Corner thereof;

thence North 00°15'37" West 1,319.00 feet along the West line of the Northeast Quarter of the Northwest Quarter of said Section 19 to a set iron pin at the Northwest Corner thereof;

thence North 88°53'41" East 1,033.10 feet along the North line of the Northwest Quarter of said Section 19 to the Point of Beginning, containing 30.784 acres, more or less, 1.055 acres of which is road right-of-way. Subject to easements of record.

**Lot 1 of Forbush Meadows Subdivision
Legal Description**

A part of Auditor's Parcel "C" of the Northwest Quarter of Section 19, Township 69 North, Range 17 West of the Fifth Principal Meridian, Appanoose County, Iowa, more particularly described as follows:

Commencing at the North Quarter Corner of Section 19, Township 69 North, Range 17 West of the Fifth Principal Meridian, Appanoose County Iowa, and proceeding:

thence South 88°53'41" West 285.02 feet along the North line of the Northwest Quarter of said Section 19, to a set iron pin at the point of intersection with the West right-of-way line of Iowa Highway 5 and the Point of Beginning;

thence South 42°35'08" East 197.16 feet along said right-of-way line to a found right-of-way rail;

thence South 03°07'57" West 442.68 feet along said right-of-way line to a found iron pin;

thence South 89°28'47" West 259.02 feet to a set iron pin;

thence North 00°31'13" West 686.55 feet to a set iron pin on the North line of the Northwest Quarter of said Section 19;

thence North 88°53'41" East 155.14 feet along the North line of the Northwest Quarter of said Section 19 to the Point of Beginning, containing 3.510 acres, more or less, 0.193 acres of which is road right-of-way. Subject to easements of record.

**Outlot 1 of Forbush Meadows Subdivision
Legal Description**

A part of Auditor's Parcel "C" of the Northwest Quarter of Section 19, Township 69 North, Range 17 West of the Fifth Principal Meridian, Appanoose County, Iowa, more particularly described as follows:

Commencing at the North Quarter Corner of Section 19, Township 69 North, Range 17 West of the Fifth Principal Meridian, Appanoose County Iowa, and proceeding:

thence South 88°53'41" West 440.16 feet along the North line of the Northwest Quarter of said Section 19 to a set iron pin at the Point of Beginning;

thence South 00°31'13" East 686.65 feet to a set iron pin;

thence North 89°28'47" East 16.79 feet to a found iron pin;

thence South 01°20'07" East 329.69 feet to a found iron pin;

thence South 01°31'33" East 386.92 feet to a found iron pin;

thence North 88°12'42" East 256.64 feet to a found iron pin on the West right-of-way line of Iowa Highway 5;

thence South 03°41'33" East 37.50 feet along said right-of-way line to a set iron pin on the South line of the Northeast Quarter of the Northwest Quarter of said Section 19;

thence South 88°51'08" West 1,170.55 feet along the South line of the Northeast Quarter of the Northwest Quarter of said Section 19 to a found iron pin at the Southwest Corner thereof;

thence North 00°15'37" West 1,319.00 feet along the West line of the Northeast Quarter of the Northwest Quarter of said Section 19 to a set iron pin at the Northwest Corner thereof;

thence North 88°53'41" East 877.95 feet along the North line of the Northwest Quarter of said Section 19 to the Point of Beginning, containing 27.254 acres, more or less, 0.883 acres of which is road right-of-way. Subject to easements of record.

APPROVED APPANOOSE BOARD OF SUPERVISORS

DATE: _____
LINDA DEMRY, CHAIR

MARK MCGILL

JEFF KULMATYCKI

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

| | |
|---|----------------------|
| Drawn By | R. Cink |
| Project No. | LS-2109 |
| Date | 04/26/21 |
| Page | 2 of 2 |
| Location | Appanoose County, IA |
| Scale | NONE |
| B & T ENGINEERING SERVICES, INC. | |

Resolution # 2021-23

**Adopting the ADLM Regional Multi-Jurisdictional Local Hazard
Mitigation Plan
(Counties of Appanoose, Davis, Lucas, and Monroe, Iowa)**

Whereas, Appanoose County recognizes the threat that natural hazards pose to people and property within our community; and

Whereas, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

Whereas, the U.S Congress passed the Disaster Mitigation Act of 2000 (“Disaster Mitigation Act”) emphasizing the need for pre-disaster mitigation of potential hazards;

Whereas, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

Whereas, an adopted Local Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

Whereas, Appanoose County fully participated in the hazard mitigation planning process to prepare this Multi-Jurisdictional Local Hazard Mitigation Plan; and

Whereas, the Iowa Homeland Security and Emergency Management Department and the Federal Emergency Management Agency Region VII officials have reviewed the “ADLM Regional Multi-Jurisdictional Local Hazard Mitigation Plan,” and approved it contingent upon this official adoption of the participating governing body; and

Whereas, Appanoose County desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the ADLM Regional Multi-Jurisdictional Local Hazard Mitigation Plan; and

Whereas, adoption by the governing body for Appanoose County demonstrates the jurisdictions’ commitment to fulfilling the mitigation goals outlined in this Multi-Jurisdictional Local Hazard Mitigation Plan;

Whereas, adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan;

Now, therefore, be it resolved, that the Appanoose County Board of Supervisors adopts the “ADLM Regional Multi-Jurisdictional Local Hazard Mitigation Plan” as an official plan; and

Be it further resolved, Appanoose County will submit this Adoption Resolution to the Iowa Homeland Security and Emergency Management Department and Federal Emergency Management Agency Region VII officials to enable the plan's final approval.

Approval Date: _____

Certifying Official:

Signature of Certifying Official:

Attest: _____