

OFFICE OF THE  
*Appanoose County Auditor*  
**KELLY HOWARD**  
COURTHOUSE  
201 N. 12th St., Rm 11  
CENTERVILLE, IOWA 52544

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

Meeting Agenda  
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

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'velle 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

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 DEPOSITORY 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 17<sup>th</sup> 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 17<sup>th</sup> 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

#### 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 17<sup>th</sup> 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 17<sup>th</sup> 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 17<sup>th</sup> 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 19<sup>th</sup> at 1:30 in Ottumwa (also via Zoom). Adult and Child Advisory will meet June 3<sup>rd</sup> 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

Brownie's Bait-Breakfast-Beer- BC0030620

Premise Street : 11377 S Hwy 70

Class C Beer Permit

Application Number : App-140719

> 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

Position : co owner  
SSN : XXX-XX-0872  
US Citizen : Yes  
Ownership : 50%  
DOB : 1957-11-06

Kim Brown

Position : owner  
SSN : XXX-XX-5009  
US Citizen : Yes  
Ownership : 50%  
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 Bathbun 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: \$ 500
- 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](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

5/17/21 15:49:19

Miscellaneous Receipt  
Appanoose County Treasurer

05/17/2021

Received from Customer R

510 Courthouse

Receipt# 20028

Payment Method	Amount	Check#	Paid by
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-VP 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

Yarmouth, 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(es) 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 (AGC No. Ext): 216-658-7100

FAX (AGC No): 216-658-7101

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE NAIC #

INSURER A: Everest Denell Insurance Company 16044

INSURER B: Axis Surplus Ins Company 28620

INSURER C: Everest Indemnity Insurance Co. 10851

INSURER D:

INSURER E:

INSURER F:

**INSURED**  
J & M Displays, Inc.  
18084 170th Avenue  
Yarmouth IA 52660

## 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	ADDL SUBR (INSR 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
	X COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Each occurrence)	\$ 500,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
	GENL. AGGREGATE LIMIT APPLIES PER:						
	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY		S18CA00033-211	1/15/2021	1/15/2022	COMBINED SINGLE LIMIT (Each accident)	\$ 1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS	<input checked="" type="checkbox"/>				BODILY INJURY (Per accident)	\$
	X HIRED AUTOS	<input checked="" type="checkbox"/>				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
	X EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 5,000,000
	DED <input type="checkbox"/> RETENTION <input type="checkbox"/>						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS	OTHR
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/>	Y/N				E.L. EACH ACCIDENT	\$
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$
C	Excess Liability #2		S18EX01313-211	1/15/2021	1/15/2022	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 

© 1988-2010 ACORD CORPORATION. All rights reserved.



# 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 8:00 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 \$ 1,500.00 as a down payment upon execution of this Agreement. The balance of \$ 1,500.00 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.

\$ 1,500.00 in full by July 1, 2021 (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 July 20, 2021 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 or 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. Detken  
J & M Displays, Inc.  
SELLER

BY: Matthew Fink, President  
Appanoose Co Fair  
BUYER

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



## INDEX LEGEND

PROPERTY LOCATION:	HWY CR.
	Sec. 18 Twp. R17W
	Appanoose County, Iowa
SURVEYOR /	Wheeler, Roberts & F. and P.L.S.
RETAIN ORDERER TO:	B&T Engineering Services
SURVEY REQUESTED BY:	P.O. Box 825 Centerville, IA 52544
PROVIDER:	Carl Goller - Homestead Realty Global Investment Properties LLC

B &amp; 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 30.764 acres, more or less, 1.056 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

### Outlet 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 586.65 feet to a found iron pin;
- thence North 89°28'47" East 16.79 feet to a found iron pin;
- thence South 01°20'07" East 328.99 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, 0.863 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 &amp; PLS

APPROVED APPANOOSE COUNTY ZONING ADMINISTRATOR

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

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

**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: \_\_\_\_\_