

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

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Fax (641) 856-8023
khoward@appanoosecounty.net

Meeting Agenda
March 21, 2022

The Appanoose County Board of Supervisors will meet Monday, March 21, 2022 at 9:00 A.M. in the Boardroom of the Courthouse. Items on the agenda include:

1. Zoom: State of Iowa Broadband Office (Meeting ID: 825 6783 6381)
2. Declaration of items to be added to the agenda
3. Approve minutes of the March 7 & 8, 2022 meetings
4. Approve reports (3/18 payroll & Wells Township Financials)
5. Approve bills
6. Meho Clark: Child Abuse Prevention Month
7. Approve liquor licenses: Brownie's Bait-Breakfast-Beer
8. Approve GIS Data Grant Agreement: Light Box Parent, L.P.
9. Beth Burgin, Zoning Administrator: Set Public Hearing ZOMA 0700-05
10. 9:30 A.M. Public Hearing FY2023 County Budget
11. Approve Resolution #2022-05 FY23 County Budget
12. Approve Resolution #2022-06 FY23 Elected Officials Salary
13. Approve Resolution #2022-07 Secondary Roads Operating Transfer
14. Accept 3/1/2022 Moulton-Udell School Special Election Post-Election Audit Report
15. Approve Request for Proposal/Set Public Hearing Opening Bids for E911 Tower
16. Set Public Hearing Final Plat Sunset Ridge Subdivison
17. John Hansen: Appanoose County Law Center (project progress update, review and approve change orders, review and approve pay request, discussions, and any necessary action)
18. County Engineer Report
 - a. Discuss and approve Right of Entry Agreement with Canadian Pacific for Boyer Ridge Road bridge repairs
 - b. Discuss programming changes to 5-Year Construction Plan due to IIJA funding
19. CDC Coordinator Report
20. Public Comments
21. Adjourn

Posted 3/17/2022

March 7, 2022

Appanoose County Board of Supervisors met in regular session March 7, 2022 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Linda Demry, Chairperson, Mark McGill, Jeff Kulmatycki, Boardmembers. Absent: none.

Meeting started with a moment of silence for the storm victims then followed by the Pledge.

Correct a check number from last meeting. McGill motioned approve the amended agenda. Seconded by Kulmatycki. All voted aye.

Correct the Bond to Insure Against Double Payment check number from 29066 to 36334. McGill motioned to approve the amended minutes from the February 22 meeting. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve 3/4 payroll and 1/22 Prisoner Room & Board. Seconded by Kulmatycki. All voted aye.

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

Alliant	Engineering Services	2854.74
App Co Auditor	Off. Supplies & Forms	35.00
Sec Rds	Custodial Supplies	240.83
App Co Treas	Off. Supplies & Forms	406.89
Bailey Off	Off. Supplies & Forms	13.99
Baker's	Engineering Services	284.96
Bratz Oil	Mileage & Transp. Expense	67.92
Mark Brown	Engineering Services	162.00
C-D Supply	Off. Supplies & Forms	332.30
Capital One	Off. Supplies & Forms	20.94
Card Services	Engineering Services	1255.96
Cville Iron	Engineering Services	48.56
Cville Wtrwks	Engineering Services	288.11
Central IA Det	Juvenile Detention & Shel	4590.00
City Cville	Salary-Regular Employees	4947.00
City of Ottumwa/SIRG	Construction & Maint.	8783.74
Eastern IA Tire	Engineering Services	46.10
First Bkcd	Educational & Train.Serv.	100.00
Fogle TV	Off. Equip Repair & Maint	4.29
GreatAmerica	Off. Supplies & Forms	321.17
Interstate Batt	Engineering Services	241.90
ISSDA	Educational & Train.Serv.	250.00
ISAC	Educational & Train.Serv.	570.00
Kimball	Engineering Services	307.54
R Lamb	Mileage & Transp. Expense	302.43
Lange FH	Funeral Services	1390.00
K Laurson	Off. Supplies & Forms	453.29
Lockridge	Engineering Services	554.44
Mail Serv	Vehicle Renewal Notices	451.08
R Matkovich	Rent Payments	950.00
Mercy Med Ctr	Engineering Services	35.00
Mercy One	Medical & Health Services	121.00
Midwest Wheel	Engineering Services	401.24
M McCoy	Educational & Train.Serv.	13.90
Moravia Prtg	Off. Supplies & Forms	75.00
Natel	Telephone & Telegr.Serv.	85.12
Prof Computer	Off. Equip Repair & Maint	40.00
Prof Rescue	Construction & Maint.	1150.00
Quick Shop	Transportation	100.00

Quill	Election Supplies	494.79
RACOM	E911 Other Capital Expens	3115.00
Rainbo Oil	Engineering Services	2249.40
River Hills	Medical & Health Services	407.00
G Roefer	Medical & Health Services	100.00
N Shilling	Educational & Train.Serv.	13.90
Sirchie	Law Enf. Equip & Weapons	81.63
SNAP-ON TOOLS BRANDON WARNER	Engineering Services	1.80
Snap-On-Tools	Engineering Services	304.88
US Bank	Engineering Services	489.39
US Cellular	Off. Supplies & Forms	929.61
USPS	Postage & Mailing	290.00
Verizon	Contrib. & Purchase Serv	40.00
Wayne Co Sheriff	Food Preparation Service	180.00
Wex Bank	Mileage & Transp. Expense	135.35
J Willier	Legal & Ct-Related Serv.	114.00
Grand Total		41243.19

Kulmatycki motioned to approve the liquor licenses for Rathbun Marinas (Buck Creek).
Seconded by McGill. All voted aye.

McGill motioned to approve the GIS Data Grant Agreement with Farm & Home Publishers.
Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the tax abatement for parcel # 340011009411000. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve Resolution #2022-02. Seconded by McGill. All voted aye.

Resolution 2022-02

To Approve the ISAC Group Benefits Program 28E Agreement

WHEREAS, the Iowa State Association of Counties (ISAC) Group Benefits Program, a Chapter 28E organization, has adopted a 28E Agreement for its group health and related benefits program, for the purpose of providing group health and related benefits for employees of participating entities.

WHEREAS, the county of Appanoose desires to adopt the 28E Agreement for health and related benefits for eligible employees.

NOW, THEREFORE, BE IT RESOLVED by the Appanoose County Board of Supervisors that the County desires to adopt the 28E Agreement for the ISAC Group Benefits Program;

Approved by the Appanoose County Board of Supervisors on March 7, 2022.

/s/: Linda Demry, Board Chair

McGill motioned to approve the ISAC Group Benefits Program 28E Agreement. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the 2022 Noxious Weeds & Fines publication. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to award the project to Norris Asphalt and authorize the County Engineer to sign contract documents on behalf of Appanoose County on IDOT contract No. 04-C004-116 (project FM-C004(116)-55-04) T-30 resurfacing. Seconded by McGill. All voted aye.

Kulmatycki motioned to approve Iowa DOT Agreements No. 4-22-STBG-SWAP-005 (project no STBG-SWAPC-004(117)-FG04 S70 resurfacing and No. 4-22-STBG-SWAP-006 (project no STBG-SWAPC-004(118)-FG04 J5T Pavement Rehabilitation. Seconded by McGill. All voted aye.

McGill motioned to open the public hearing on the FY23 Max Tax Levy at 9:15 A.M. Seconded by Kulmatycki. All voted aye. There were no public comments. McGill motioned to close the public hearing on the FY23 Max Tax Levy at 9:16 A.M. Seconded by Kulmatycki. All voted aye. McGill

motioned to approve the FY23 Maximum Tax Levy. Seconded by Kulmatycki. All voted aye. Kulmatycki motioned to approve Resolution # 2022-03. Seconded by McGill. All voted aye.

Resolution 2022-03

Approval of FY23 Maximum Property Tax Dollars

WHEREAS, the Appanoose County Board of Supervisors have considered the proposed FY23 county maximum property tax dollars for both General County Services and Rural County Services, and WHEREAS, a notice concerning the proposed county maximum property tax dollars was published as required and posted on county website and/or social media accounts, WHEREAS, a public hearing concerning the proposed county maximum property tax dollars was held on March 7, 2022.

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of Appanoose County that the maximum property tax dollars for General County Services and Rural County Services for FY23 shall not exceed the following:

General County Services - \$3,732,325

Rural County Services - \$1,098,898

The Maximum Property Tax dollars requested in either General County Services or Rural County Services for FY23 does represent an increase of more than 102% from the Maximum Property Tax dollars requested for FY22.

By Roll Call Vote:

Ayes: /s/Linda Demry, Mark McGill, Jeff Kulmatycki

Nays: none

Passed and adopted the 7th day of March 2022.

/s/Linda Demry, Chairperson Appanoose County Board of Supervisors

/s/Attest: Kelly Howard, Appanoose County Auditor

McGill motioned to set the public hearing on the FY23 County Budget for March 21, 2022 at 9:30 A.M. Seconded by Kulmatycki. All voted aye.

County Engineer, Brad Skinner, provided an update to the board. Blanket rock application will begin for 2-3 weeks. Spot applications have been done. An agreement with the railroad on the Boyer Ridge Road is near completion (temporary repairs for 3-5 years, 6 ton allowance). Snow clearing began early this morning. The four-day workweek won't begin until at least the 28th. The focus is on brush cutting right now, not bridge work.

McGill motioned to open the public hearing to change 216th St from a level "C" to a level "A" road at 9:20 A.M. Seconded by Kulmatycki. All voted aye. Skinner explained the change was for a new home construction project. The applicant pays for reshaping and the first application of rock. It was recommended to approve the upgrade. McGill motioned to close the public hearing at 9:23 A.M. Seconded by Kulmatycki. All voted aye. Kulmatycki motioned to approve Resolution #2022-04. Seconded by McGill. All voted aye.

RESOLUTION FOR INCREASED LEVEL OF MAINTENANCE TO AREA SERVICE ROAD

APPANOOSE COUNTY RESOLUTION NO 2022-04

WHEREAS, Appanoose County desires to classify certain roads on the area service system in the County to provide for an increased level of maintenance; and

WHEREAS, Appanoose County, after consultation with the County Engineer, has the authority to reclassify certain roads within the County as Area Service "A" roads pursuant to Iowa Code Section 309.57; and

WHEREAS, the Appanoose County Board of Supervisors, after consulting with the Appanoose County Engineer, desire to designate various roads in Appanoose County from Area Service "C" Roads to Area Service "A" Roads to provide for an increased level of maintenance in order to best utilize maintenance funds, and

WHEREAS, pursuant to Notice of Public Hearing duly published according to the Iowa Code, Public Hearing as held on the 7th day of March, 2022 at 9:20 A.M. in the Board of Supervisors room at the Appanoose County Courthouse, Centerville, Iowa, to hear support and/or objections from the public on roads so designated.

THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF APPANOOSE COUNTY that this County does hereby establish the road described as an Area Service "A" road, with increased access and an increased level of maintenance.

216th Street, Level C to Level A, Beginning 330 feet North of the SE Corner of the SW Quarter of Section 24 T69N R18W, thence North 660 feet.

Resolution adopted this 7th day of March, 2022.

Appanoose County Board of Supervisors

/s/ Linda Demry, Board of Supervisors Chairperson

ATTEST:/s/Kelly Howard, Appanoose County Auditor

John Hanson provided an update to the board on the jail project. All precast is installed. Almost all the steel roofing is done. Interior concrete is being poured and interior walls built. September remains the project completion date. McGill motioned to approve the 3/1/2022 pay application in the amount of \$797,186.15. Seconded by Kulmatycki. All voted aye.

Public Comments: McGill received a message regarding the snow removal on J46. Skinner will look into it.

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

The Board adjourned to meet at the call of the Auditor at 9:50 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

March 8, 2022

Appanoose County Board of Supervisors met in special session March 8, 2022 at 8:00 A.M. in the Boardroom of the Courthouse. Present: Linda Demry, Mark McGill, and Jeff Kulmatycki. Absent: none.

The 3/1/2022 Moulton-Udell School Special Election Results were canvassed. Public Measure A (PPEL) passed with a vote of 109 yes 12 no.

The Board adjourned to meet at the call of the Auditor at 8:01 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

Kelly Howard

Subject: Appanoose County - Broadband Connectivity Discussion with FG
Location: <https://networkbetter.zoom.us/j/82567836381?from=addon>
Start: Mon 3/21/2022 9:00 AM
End: Mon 3/21/2022 9:30 AM
Recurrence: (none)
Meeting Status: Accepted
Organizer: Bob Bedford
Required Attendees: Bob Bedford; Idemry@appanoosecounty.net; Kent Van Metre
Optional Attendees: Kelly Howard; Jeff Kulmatycki

Here's his info

-----Original Appointment-----

From: Bob Bedford [<mailto:bbedford@networkbetter.com>]
Sent: Wednesday, March 2, 2022 4:11 PM
To: Bob Bedford; Idemry@appanoosecounty.net; Kent Van Metre
Subject: Appanoose County - Broadband Connectivity Discussion with FG
When: Monday, March 21, 2022 9:00 AM-9:30 AM (UTC-06:00) Central Time (US & Canada).
Where: <https://networkbetter.zoom.us/j/82567836381?from=addon>

You don't often get email from bbedford@networkbetter.com. [Learn why this is important](#)

Bob Bedford is inviting you to a scheduled Zoom meeting.

We will detail the scope of work being performed on behalf of the State of Iowa's Broadband Office and how FG may help Appanoose County and/or the surrounding region posture for any broadband expansion/enhancement initiatives. We will also have time for Q&A.

Join Zoom Meeting
<https://networkbetter.zoom.us/j/82567836381?from=addon>

Meeting ID: 825 6783 6381
One tap mobile
+13017158592,,82567836381# US (Washington DC)
+13126266799,,82567836381# US (Chicago)

Dial by your location
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 646 876 9923 US (New York)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)

Apparose COUNTY, Wells TOWNSHIP

SUMMARY STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2020 thru June 30, 2021

Code of Iowa 359.23 Receipts and Expenditures - Annual Statement Each township clerk shall prepare, on or before September 30 of each year, a statement in writing, showing all receipts of money and disbursements in the clerk's office for each separate tax levy authorized by law for the preceding fiscal year, showing the current public debt of the township, and showing the balance as of June 30 of all separate reserve accounts held by the township, which shall be certified as correct by the trustees of the township. The statement shall be in a form prescribed by the county finance committee in consultation with the department of management. Each township clerk shall send a copy of this written statement to the county auditor no later than seven days after the statement is certified by the trustees. The county auditor shall post the statement or a summary of the statement in a prominent place in the building where the auditor's office is located. The county treasurer shall withhold disbursement of township taxes until the statement is filed with the county auditor. The county auditor shall notify the county treasurer if taxes are to be withheld.

1	SUMMARY	TOWNSHIP FUNDS						TOTAL
		Fire	Cemetery	Interest				
2	BEGINNING FUND BALANCE JULY 1, <u>2020</u> add (+)	— 0 —	<u>14,743.41</u> 14,784.20	367.97				15,051.38
3	TOTAL REVENUE less (-)	10,038.54	6827.82	11.47				16,877.83
4	TOTAL DISBURSEMENTS equals (=)	10,038.54	4340	—				14,378.54
5	ENDING FUND BALANCE JUNE 30, _____	— 0 —	17,231.23	319.44				17,550.67
6	PUBLIC DEBT BALANCES AT YEAR END							
7	RESERVE FUND BALANCES AT YEAR END							

CERTIFICATION

To the County Auditor of the above-named County: We hereby certify that the above statements are correct as appears in the records of the township clerk.

[Signature]
Township Clerk

09-11-2021
Date

[Signature]
Karla West
[Signature]
Township Trustees

REC'D APP CO AUDIT
MAR 7 '22 PM2:16

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2020 thru June 30, 2021

[illegible]

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

07/01



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS	
Brownie's LLC	Brownie's Bait-Breakfast-Beer	(641) 724-9820	
ADDRESS OF PREMISES	CITY	COUNTY	ZIP
11377 S Hwy 70	Melrose	Appanoose	52569
MAILING ADDRESS	CITY	STATE	ZIP
12917 137 th Ave	Plano	Iowa	52581

Contact Person

NAME	PHONE	EMAIL
Kim Brown	(641) 895-1325	olddrifty@hotmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
BC0030620	Class C Beer Permit	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Apr 6, 2022	Apr 5, 2023	

SUB-PERMITS

Class C Beer Permit, Class B Native Wine Permit

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Connie Brown	Plano	Iowa	52581	co owner	50.00	Yes
Kim Brown	Plano	Iowa	52581	owner	50.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

**Data Acquisition Agreement
Concerning
Geographic Information System Data**

This Data Acquisition Agreement is entered into this 15 day of March, 2022 by and between Appanoose County AND

Light Box Parent, L.P. (Hereinafter referred to as Customer)
(Print or Type Customer Name)

5201 California Ave, Suite 200 Irvine, CA 92617
(Print or Type Customer Address)

Katharine Wallace 888 322-6277
(Print or Type Customer Contact Person) (Print or Type Customer Telephone Number)

Describe the intended use for the acquired data: _____

Data is to be used for any lawful business purpose
across LightBox

The **PURPOSE OF THIS DATA ACQUISITION AGREEMENT** is to specify the terms and conditions under which Customer may acquire Geographic Information Systems (GIS) data from Appanoose County.

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

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

Appanoose County agrees to provide the GIS data listed on page 3 of this agreement, for the intended use described above. The fees charged the Customer for this GIS data are based on the cost of the data, as well as the direct cost of the of materials and services to provide the data.

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

Limitations of the data and information provided

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

Restrictions on use of the data and information provided

1. The Customer understands that this is a one-time only delivery and that Appanoose County has no responsibility for updating, this product or information therein.
2. This Data Acquisition Agreement does not constitute a sale or transfer of any title or interest in the Appanoose County GIS data.
3. The Customer agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for databases, tax maps, and other collateral information, and products established or produced by Appanoose County, or the vendors furnishing said items to Appanoose County
4. The Customer may copy the Appanoose County GIS data granted via this agreement only for backup purposes and not for use by any party other than the Customer.

5. Derived products such as graphic displays and printed tabular listings derived from Appanoose County GIS data may be used in publications and presentations, provided that credit is given to Appanoose County as the custodian of the data and credit is also given to the original source of the data if other than Appanoose County.
6. The Appanoose County GIS data are acquired solely and exclusively for the internal use of the Customer and not for the use by any other person or entity, including, but not limited to, any entity which is affiliated with the Customer unless specified at the time of acquisition.
7. The Customer shall not license, assign, release, publish, transfer, sell or otherwise make available the Products or portion thereof to a third party without the expressed written permission of Appanoose County. Any such attempted assignment or transfer shall be null and void, and shall be a breach of this Agreement.
8. Upon the occurrence of the breach of or non-compliance with any term or provision of this Agreement, Appanoose County may provide written notice of the occurrence to the Customer, and terminate this Agreement. This Agreement shall terminate immediately following such notice by Appanoose County. The Customer shall, within 30 day after termination of this Agreement, return all GIS Products that were provided through this Agreement and are in the possession of the Customer to Appanoose County
9. This Data Acquisition Agreement constitutes the entire contract between the parties hereto. This Agreement may not be changed, modified, or amended, in whole or in part, except in writing, and signed by the parties.
10. This Agreement and performance hereunder shall be governed and construed by the laws of the State of Iowa.

Appanoose County makes no claims as to the reliability of the data or the validity of any future use of this data. Appanoose County maintains an ongoing program to record and correct errors in this data that are brought to its attention. Appanoose County maintains records regarding the methods used to collect and process this data and will provide this information upon request.

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

Appanoose County provides the Products listed below to the Customer for internal use in accordance with this Data Acquisition Agreement.

The GIS Products being provided via this agreement are: Parcel Boundary
data in shapefile format for the entire county with
parcel ID attribution

The period of time for which the Customer is allowed the right to use the GIS Products is:

Other restrictions imposed on the use of such Products are:

Customer shall pay Appanoose County a one-time fee of \$ 50.00 for the cost of the time to produce the data, as well the direct cost of materials and services has itemized on the Appanoose County GIS Data Cost Analysis sheet.

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

Authorizing Signature: K. Wallace Date March 15, 2022

Print Name: Katharine Wallace

Title: Data Acquisition

Company or Affiliation: LightBox Parent, L.P.

Appanoose County acknowledges this Data Acquisition Agreement as specified above:

(Chair, Appanoose County Board of Supervisors) Date _____

To submit this form please print, complete, and mail to:

GIS Technician
1200 Hwy 2 West
Centerville, IA 52544
jfoster@appanoosecounty.net

Appanoose County Zoning Administrator

Elizabeth Burgin

COURTHOUSE

201 N. 12th

CENTERVILLE, IOWA 52544

Phone (641) 437-4529

Fax (641) 856-3062

bburgin@appanoosecounty.net

2/8/2022

I would like to be put on the Agenda for the Board of Supervisors meeting on 3/21/2022 to set a public hearing for ZOMA 0700-5 for Freeman & Sarah Gingrich and the changing of parcel 040142001501000 from Agricultural to Commercial.

Thank you,

Beth Burgin

Zoning Administrator

ORDINANCE NUMBER ZOMA 0700-5

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

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

SECTION 1. RESCISSION. This Ordinance rescinds the current zoning designation, "**Agricultural**" on the **Freeman & Sarah Gingrich** property legally described as:

**PARCEL 'B' IN SE NE COM @ NE COR TH S 00DG 40"05" E ALG E LINE
1273.38' TO PT OF BEG TH CONT ALG E LINE OF NE, S 00DG 40'21" E
705.00' TH S 89DG 05'13" W 650.00' TH N 00DG 40' 23" W 705.00' TO PT
IN CTRLN OF 413TH ST TH ALG CTRLN, N 89DG 05'13" E 650.00' TO PT
OF BEG CONT 10.52 AC, 1.48 AC ARE PUBLIC RD ROW**
on the Official Zoning Map as was adopted on April 6, 1970.

SECTION 2. ADOPTION. This Ordinance adopts in lieu thereof a new zoning designation, "**Commercial**", for the properties legally described above, on the Official Zoning Map.

SECTION 3. INTEGRATION WITH CODE. Each section, provision or part of this Ordinance which is followed by a section number shall be inserted in the Appanoose County Zoning Ordinance (Ordinance 31), adopted on April 6, 1970 as indicated by said section number and hereafter shall be cited by reference to said section number.

SECTION 4. REPEALER. All ordinances and resolutions, parts thereof or amendments thereto, in conflict with this Ordinance are hereby repealed.

SECTION 5. SEVERABILITY OF REPEALER. All ordinances and resolutions, parts thereof or amendments thereto, not directly affected by this Ordinance shall remain in full force and effect.

SECTION 6. SEVERABILITY. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such section, provision, or part shall be severable from the rest of the Ordinance, and such adjudication shall not affect the validity of the ordinance as a whole, or any section, provision, or part not adjudged invalid or unconstitutional.

SECTION 7. EFFECTIVE DATE. This Ordinance shall be in full force and effect after its final passage and publication as provided by law.

PUBLIC HEARING AND FIRST PASSAGE (READING) on _____, 2022.

SECOND PASSAGE (READING) on _____, 2022.

THIRD AND FINAL PASSAGE (READING) AND ADOPTION on _____, 2022.

NOTICE OF PUBLIC HEARING – PROPOSED BUDGET
Fiscal Year July 1, 2022 - June 30, 2023

County Name: APPANOOSE COUNTY County Number: 04

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

Meeting Date: 3/21/2022 Meeting Time: 09:30 AM Meeting Location: Boardroom, 1st Floor Courthouse, 201 N 12th St

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the County Auditor. A copy of the supporting detail will be furnished upon request.

County budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult dom.iowa.gov/local-gov-appeals

Average annual percentage changes between "Actual" and "Budget" amounts for "Taxes Levied on Property", "Other County Taxes/ TIF Tax Revenues", and for each of the ten "Expenditure Classes" must be published. Expenditure classes proposing "Budget" amounts, but having no "Actual" amounts, are designated "NEW".

County Website (if available)

<https://appanoosecounty.iowa.gov>

County Telephone Number
(641) 856-6191

		Budget 2022/2023	Re-Est 2021/2022	Actual 2020/2021	AVG Annual % CHG
REVENUES & OTHER FINANCING SOURCES					
Taxes Levied on Property	1	4,559,100	4,785,568	4,680,235	-1.30
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0	
Less: Credits to Taxpayers	3	321,148	357,050	357,318	
Net Current Property Taxes	4	4,237,952	4,428,518	4,322,917	
Delinquent Property Tax Revenue	5	0	0	112,129	
Penalties, Interest & Costs on Taxes	6	12,000	12,000	103,211	
Other County Taxes/TIF Tax Revenues	7	1,274,196	1,387,454	1,488,361	-7.47
Intergovernmental	8	4,068,215	3,920,142	6,273,465	
Licenses & Permits	9	4,150	4,150	5,824	
Charges for Service	10	341,500	357,150	432,816	
Use of Money & Property	11	30,015	50,775	30,073	
Miscellaneous	12	40,190	86,188	84,684	
Subtotal Revenues	13	10,008,218	10,246,377	12,853,480	
Other Financing Sources:					
General Long-Term Debt Proceeds	14	102,530	104,430	8,612,323	
Operating Transfers In	15	972,759	816,346	801,080	
Proceeds of Fixed Asset Sales	16	0	0	0	
Total Revenues & Other Sources	17	11,083,507	11,167,153	22,266,883	
EXPENDITURES & OTHER FINANCING USES					
Operating:					
Public Safety and Legal Services	18	3,217,958	3,012,853	2,760,525	7.97
Physical Health and Social Services	19	529,747	544,248	443,495	9.29
Mental Health, ID & DD	20	0	808,484	529,298	
County Environment and Education	21	814,471	773,544	614,775	15.10
Roads & Transportation	22	4,318,529	4,369,484	3,972,042	4.27
Government Services to Residents	23	623,250	620,127	587,219	3.02
Administration	24	1,221,084	1,095,423	1,003,830	10.29
Nonprogram Current	25	0	0	0	
Debt Service	26	649,330	651,453	100,775	153.84
Capital Projects	27	4,410,000	4,314,350	1,443,229	74.80
Subtotal Expenditures	28	15,784,369	16,189,966	11,455,188	
Other Financing Uses:					
Operating Transfers Out	29	972,759	816,346	801,080	
Refunded Debt/Payments to Escrow	30	0	0	0	
Total Expenditures & Other Uses	31	16,757,128	17,006,312	12,256,268	
Excess of Revenues & Other Sources over (under) Expenditures & Other Uses	32	-5,673,621	-5,839,159	10,010,615	
Beginning Fund Balance - July 1,	33	13,390,141	19,229,300	9,218,685	
Increase (Decrease) in Reserves (GAAP Budgeting)	34	0	0	0	
Fund Balance - Nonspendable	35	0	4,000,000	7,808,520	
Fund Balance - Restricted	36	4,484,206	5,837,862	7,452,508	
Fund Balance - Committed	37	0	0	0	
Fund Balance - Assigned	38	0	0	0	
Fund Balance - Unassigned	39	3,317,980	3,552,279	3,968,272	
Total Ending Fund Balance - June 30,	40	7,716,520	13,390,141	19,229,300	
Proposed property taxation by type:		Proposed tax rates per \$1,000 taxable valuation:			
Countywide Levies*:		3,521,050			
Rural Only Levies*:		1,038,050	Urban Areas:		
Special District Levies*:		0	6.80000		
TIF Tax Revenues:		0	Rural Areas:		
Utility Replacement Excise Tax:		272,124	9.90000		
			Any special district tax rates not included.		

Explanation of any significant items in the budget or additional virtual meeting information:

1. General Basic fund balance includes \$1.2m ARP funds. 2. New jail project continues in FY23 (\$4m). 3. Valuations increased countywide by \$37m; \$23m of that is rural. 4. FY23 is the first year there will be no county levy for mental health.

RESOLUTION # 2022-06

WHEREAS, the Appanoose County Compensation Board meets annually to recommend a compensation schedule for elected officials for the fiscal year immediately following, in accordance with Iowa Code Chapters 331.905 and 331.907, and

WHEREAS, the Appanoose County Compensation Board met on December 1, 2021, and made the following salary recommendations for the following elected officials for the fiscal year beginning July 1, 2022:

<u>Elected Official</u>	<u>Current Salary</u>	<u>Proposed Increase</u>	<u>Recommended Salary</u>
Auditor	\$60,927.96	12%	\$68,239.32
County Attorney	\$103,687.18	10%	\$114,055.90
Recorder	\$60,427.96	10%	\$66,470.76
Sheriff	\$86,469.88	10%	\$95,116.87
Supervisors	\$31,158.28	7%	\$33,339.36
Chairperson Stipend	\$500		\$500
Treasurer	\$60,427.96	10%	\$66,470.76

THEREFORE, BE IT RESOLVED that the Appanoose County Board of Supervisors approve the following salary adjustments for the following elected officials for the fiscal year beginning July 1, 2022:

<u>Elected Official</u>	<u>Current Salary</u>	<u>Approved Increase</u>	<u>Approved Salary</u>
Auditor	\$60,927.96	12%	\$68,239.32
County Attorney	\$103,687.18	10%	\$114,055.90
Recorder	\$60,427.96	10%	\$66,470.76
Sheriff	\$86,469.88	10%	\$95,116.87
Supervisors	\$31,158.28	7%	\$33,339.36
Chairperson Stipend	\$500		\$500
Treasurer	\$60,427.96	10%	\$66,470.76

Approved this 21st day of March 2022.

AYE:

APPANOOSE COUNTY BOARD OF SUPERVISORS

Linda Demry, Chairperson

NAY:

ATTEST:

Kelly Howard, Auditor

RESOLUTION FOR INTERFUND OPERATING TRANSFER 2022-07

Whereas, it is desired to transfer monies from the Rural Services Fund to the Secondary Road Fund, and

Whereas, said operating transfer is in accordance with section 331.432, Code of Iowa,

Now, therefore, be it resolved by the Board of Supervisors of Appanoose County, Iowa as follows:

Section 1. The sum of \$ 202,086.50 is ordered to be transferred from the Rural Services Fund to the Secondary Road Fund, effective 03-21-2022.

Section 2. The Auditor is directed to correct her books accordingly and to notify the Treasurer of this operating transfer.

The above and foregoing resolution was adopted by the Board of Supervisors of Appanoose County, Iowa, on 03-21-2022 the vote being as follows:

Ayes: _____

Nayes: _____

Attest:

County Auditor

Post-Election Audit Report / Auditor Certification

3/1/2022 Moulton-Udell Schools Special Election
Name / Date of Election

Appanoose
County Name

Moulton - (Vermillion/Douglas/Sharon ; Davis Co - North West)
Precinct Name

Public Measure A / 3/4/2022
Office Audited / Date of Audit

1. Audit Board Member Oath

I, [state your name], do solemnly swear or affirm that I will impartially, and to the best of my knowledge and ability, perform the duties of audit board member of this election, and will studiously endeavor to prevent fraud, deceit, and abuse in the conduct of the audit.

Audit board member signature Larry Bradley

Audit board member signature Patricia Morrow

Audit board member signature Gerardine Krasak

Audit board member signature _____

Audit board member signature _____

2. Certification of Ballot Seals

The seal/seals on ballot container was/were intact with no evidence of tampering.

Auditor/designee signature Larry Bradley

Audit board member signature Patricia Morrow

Audit board member signature Gerardine Krasak

Audit board member signature _____

Audit board member signature _____

Audit board member signature _____

3. Certification # Ballots Delivered to Audit Board

Ballots: election night tabulator report: 121

Ballots: counted/delivered to audit board: 121

Auditor/designee signature Kelly Howard

Absentee & Special Voters Precinct only

Ballots: audit day tabulator report: _____

Ballots: counted/delivered to audit board: _____

Auditor/designee signature _____

Audit board member signature _____

Audit board member signature _____

Audit board member signature _____

Audit board member signature _____

Audit board member signature _____

4. Election Night Count of Votes (from Tally Book)

Votes 109 Yes _____

Votes 12 No _____

Undervotes 0

Overvotes 0

Total votes 121

5. Audit Board Count of Votes

# Votes	<u>109</u>	Yes	<u> </u>
# Votes	<u>12</u>	No	<u> </u>
# Undervotes	<u>0</u>		
# Overvotes	<u>0</u>		
# Total votes	<u>121</u>		

6. County Auditor Certification of Ballots Counted/Returned

Ballots counted/returned from audit board: 121
Auditor/designee signature Nelly Howard

7. Audit Board Certification

We performed a post-election audit of all ballots cast in the above precinct and election and hereby certify the results to the county auditor. We further certify that we have resealed the audited ballots, pursuant to Iowa law, and have transferred custody back to the county auditor.

Audit board member signature Larry Bradley

Audit board member signature Patricia M. Jones

Audit board member signature Hermin Frost

Audit board member signature _____

Audit board member signature _____

2022 County Auditor Election Certification

As County Auditor, I hereby certify I have performed the following duties regarding the preparation for and conduct of the above election:

2/10/2022
Date

2/28/2022
Date

2/9/2022
Date

3/4/2022
Date

- 1) I performed and/or supervised the testing of the voting equipment, as required under Iowa Code Section 52.35
- 2) I conducted and/or supervised the training course for all election personnel, as required under Section 49.124
- 3) I published or caused to be published the required notices as required under Section 49.53
- 4) Polling places were inspected and met accessibility standards, as required under section 49.21
- 5) I complied with administrative rules adopted by the Secretary of State under Chapter 52, including having a written voting security plan
- 6) I have notified the Secretary of State of each suspected incidence of election misconduct that I have referred to other agencies or law enforcement for investigation
- 7) I have immediately informed the Secretary of State's Office when I had a belief that a cybersecurity incident or data breach had occurred OR I hereby certify that I have no reason to believe that a cybersecurity incident or data breach has occurred in my county

County name

Appanoose

Name / date of election

3/1/2022 Mon Han-Udell Schools Special Election

Certification date:

3/4/2022

County Auditor signature

Kelly Howard

BOYER RIDGE RAILROAD BRIDGE REPAIR APPANOOSE COUNTY

INDEX OF SHEETS

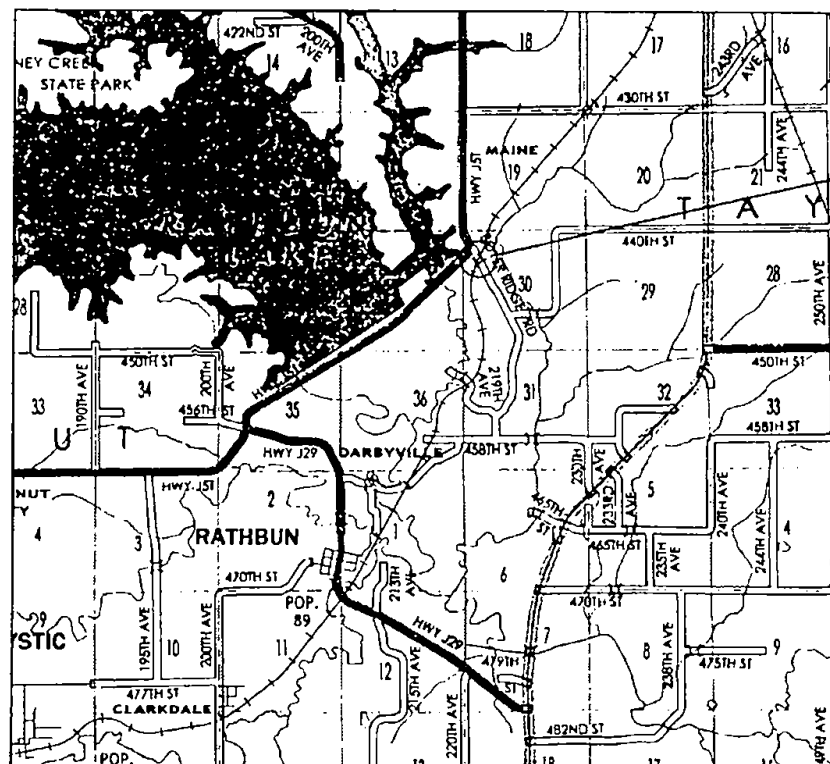
NO.	DESCRIPTION
1	TITLE SHEET - LOCATION MAP
2	REPAIR DETAILS
3	ORIGINAL CONSTRUCTION PLAN

PROJECT TRAFFIC CONTROL

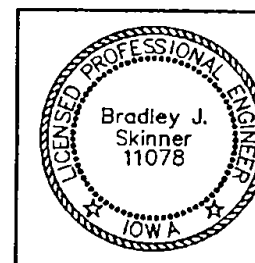
THIS ROAD WILL BE CLOSED TO THOUGH TRAFFIC DURING CONSTRUCTION. LOCAL TRAFFIC TO ADJACENT PROPERTIES WILL BE MAINTAINED. ALL TRAFFIC CONTROL DEVICES, PROCEDURES, LAYOUTS, AND SIGNING WITHIN THE LIMITS OF THIS PROJECT SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS".

APPANOOSE COUNTY WILL PERFORM ALL WORK ASSOCIATED WITH THE REPAIR OF THE CANADIAN PACIFIC OWNED BRIDGE AT CROSSING # 375703N.

LOCATION MAP



PROJECT LOCATION
CROSSING # 375703N
CO. BRIDGE # 073012



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

Signature: *Bradley J. Skinner* Date: 3/16/22

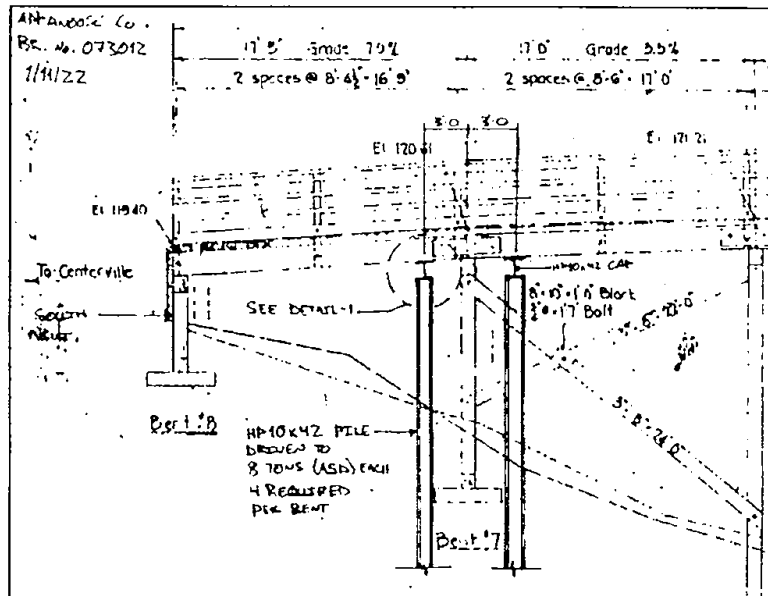
Bradley J. Skinner P.E. & L.S. (11078)

My license renewal date is 12-31-22

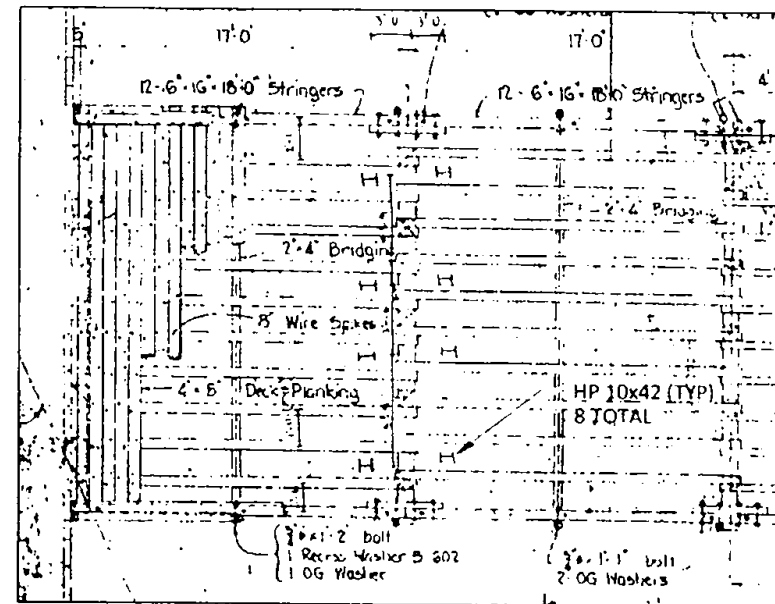
Pages or sheets covered by this

set: 1-2

2 TOTAL SHEETS



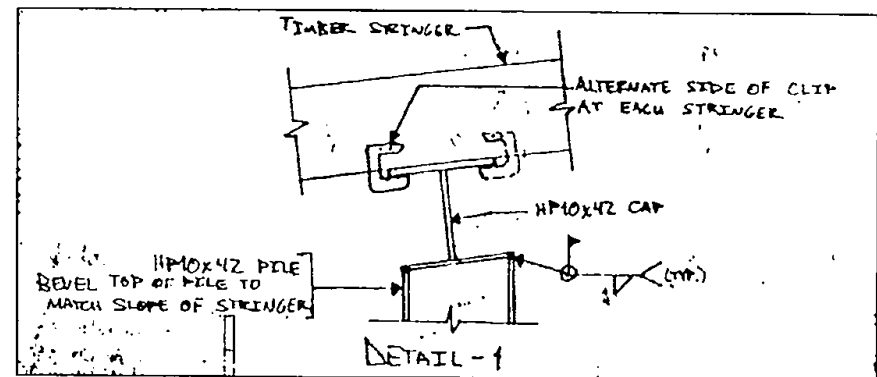
PROFILE VIEW



PLAN

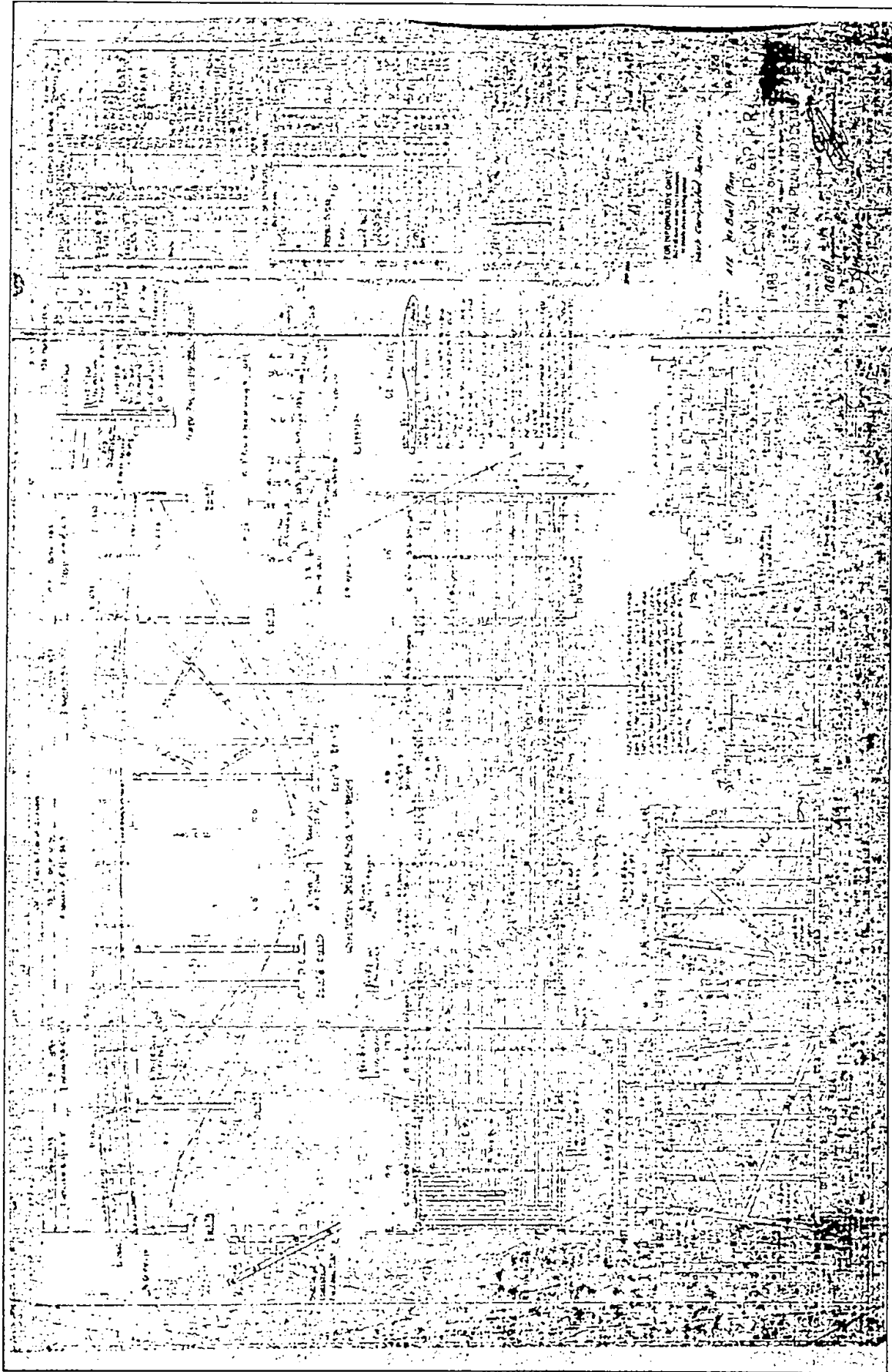
MATERIAL

- 18 - 25ft HP-10x42
- 48 - CLIPS



DETAIL-1

ORIGINAL RAILROAD BRIDGE PLAN



RIGHT OF ENTRY LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made by and between **DAKOTA, MINNESOTA & EASTERN RAILROAD COMPANY** doing business as Canadian Pacific and **APPANOOSE COUNTY, IOWA**.

1. PARTIES

DAKOTA, MINNESOTA & EASTERN RAILROAD COMPANY, a Minnesota corporation doing business as Canadian Pacific with general offices at:

Address	Contact Info	
Canadian Pacific Plaza 120 South 6th St. – Suite 700 Minneapolis, Minnesota 55402	Name:	Matthew Miller
	Phone:	(612) 330-4556
	Fax:	
	Email:	matthew_miller@cpr.ca

hereinafter called "CP,"

and **APPANOOSE COUNTY, IOWA**, whose address is:

Address	Contact Info	
1200 Hwy 2 West Centerville, IA 52544	Name:	Brad Skinner
	Phone:	641-856-6193
	Fax:	641-437-4665
	Mobile:	941-895-8855
	Email:	bskinner@appanoosecounty.net

hereinafter called "Licensee."

2. PROPERTY; SCHEDULE; GRANT OF LICENSE

2.1 Property

CP hereby grants Licensee a license to enter in and upon certain property owned or controlled by CP in **Appanoose County, IA near railroad mile post 375703N +/- on the Boyer Ridge Road**, as shown upon the map labeled **Exhibit A** that is attached hereto and made a part hereof (the "Property")

2.2 Work Schedule

For the sole for the purpose of performing, generally, the following activities: Temporary repair of Boyer Ridge Road Bridge (Crossing # 375703N) (Appanoose County Bridge No. 073012), consisting of (the "Work"), as detailed in Licensee's plans, specifications and special provisions:

- Removal of approximately ten feet (10') of decking over the southern-most pier (Plan referral "Bent #7")
- Driving of eight total H-Pile – four on either side of said Bent #7
- Installation of two Steel Beam Caps on the driven pile to support the existing wooden stringers
- Replacement of the removed decking – original materials if reusable
- Restore approaches and guardrail affected by the repair
- Performing a preliminary survey of the site for a proposed future bridge replacement.

The Work is subject to approval by CP's authorized representative.

2.3 Grant of License

This license is granted subject to all the terms and conditions set forth below and applies to all Work and activities upon the Property that may be performed by Licensee through its employees, agents, and contractors. For the purposes of this Agreement, the actions and omissions of such employees, agents, and contractors shall be deemed the actions and omissions of Licensee.

2.4 Agreement to be Available at Work Site

Licensee shall keep a copy of this Agreement at the Work site and shall make it available upon demand by any employee or agent of CP.

3. TERM, EFFECTIVE DATE, EXPIRATION & TERMINATION

3.1 Term

The term of this Agreement shall

Commence at 12:01 am on **March 26, 2022** (the "**Commencement Date**"); and

Expire at 11:59 pm on **April 29, 2022** (the "**Expiration Date**")

the "**Term.**" Upon agreement between CP and Licensee, the Term may be lengthened or shortened without affecting any other provisions of this Agreement.

3.2 Effective Date

This Agreement shall be effective upon the date that it has been signed by both parties.

3.3 Expiration

This Agreement will expire at the Expiration Date, or when the Work is completed, whichever occurs first. Notwithstanding any other provision of this Agreement, the preceding sentence shall not terminate or limit any claim by CP against Licensee arising prior to the Expiration Date. If the Work includes monitoring wells, and if such wells remain on the Property after the Expiration Date, this Agreement shall remain in effect for those wells until the earlier of the following:

- (i) the date they are properly closed (*i.e.*, sealed and abandoned in accordance with applicable legal requirements) by Licensee or
- (ii) the date CP assumes ownership of such wells pursuant to section 10.8.

3.4 TERMINATION; EXCLUSION

Notwithstanding anything to the contrary contained herein, this Agreement is terminable by CP prior to the Expiration Date in the event Licensee breaches any of its obligations under this Agreement. If CP elects to terminate this Agreement, it shall give Licensee notice of termination, which notice shall specify the obligation or obligations breached by Licensee; and this Agreement shall terminate 30 days after such notice is given (provided, however, that this Agreement shall not terminate if the breach is cured within said 30 day period). The early termination of this Agreement shall not terminate or limit any claim by CP against Licensee arising prior to such termination. If Licensee is in breach of any of its obligations under this Agreement, any employee or agent of CP may order Licensee off the Property, in which case Licensee shall immediately leave the Property; moreover, Licensee shall leave the property immediately upon receipt of a notice given pursuant to this section 3.4; and in either case, Licensee shall not re-enter the Property until such time as the breach is cured.

4. PAYMENTS

4.1 License Fee

In consideration of the permissions herein granted, Licensee shall with its execution hereof pay to CP the sum of **One Thousand Five Hundred Dollars (\$1,500.00)**.

4.2 Utilities

Licensee shall assume and timely pay for any gas, electrical, telephone, computer, sewer, water, storm water, waste or trash removal or any other service or commodity connected with the Work, collectively "**Utility Service**." If any Utility Service fee is in common with CP or other parties, Licensee shall be liable for its proportionate share of any such Utility Service Fee and upon receipt of a bill therefor, promptly pay CP or such other party for its share. It shall be a default of the terms of this license if it can be shown that Licensee has not made such payments within 30 days if due to CP, or within 60 days if payable to any other party.

4.3 Mechanics' And Materialmen's Liens

If any mechanics' or materialmen's lien, or similar lien, is asserted against the Property, or any other property of CP, as a consequence of the Work, Licensee shall immediately satisfy, defend, or obtain the release of such lien, all at Licensee's expense, and Licensee shall indemnify and defend CP against any Claims arising out of or connected with such lien.

4.4 Additional Charges

Licensee shall within 30 days of receipt of a bill therefor, track changes or damage, or other such charges as may be provided by this Agreement or that CP may reasonably impose in connection with Licensee's Work.

4.5 Due Dates; Penalties; Other Charges

4.3.1 Due Dates

Any item, submission or payment required to be made shall be deemed timely made if received by the other party on or before the specified due date, or prior to expiration of the applicable period for compliance, submission or payment.

4.3.2 Late Fees

In addition to any amounts payable by Licensee to CP, Licensee shall pay CP a late fee for any payment not timely made by Licensee. The late fee shall be at the rate for overdue accounts set by CP's Accounting Department that is in effect at the time that that any such payment is due. Said late fee shall initially be an amount equal to 1% of the invoice amount per month.

4.3.3 Fines and Service Fees

In addition to any other amounts payable by Licensee to CP, Licensee shall pay CP for any bank fines or service incurred by it in connection with the handling, non-payment, return or currency conversion incurred by CP in connection with processing of any payment made by Licensee to CP.

4.6 Work At No Cost To CP

The Work completed by Licensee shall be reimbursed to the Licensee at the rate of 50% of total costs, up to a maximum of \$13,000.

5. CONTACT, NOTICES, ETC.

5.1 Contact Persons; Communications

Communications pursuant to this Agreement shall be directed to the contact persons designated in Section 1 or their designees. Either party may change its contact person, or the address(es), telephone number, or fax number for the contact person, by notice to the other party.

5.2 Notices

Except as otherwise provided in this Agreement, all notices pursuant to this Agreement shall be in writing and shall be effective upon delivery to the address or fax number of the contact person for the party to whom notice is being given. If notice is given by fax, the notice shall not be deemed effective until received in legible form.

5.3 Notification Prior To Beginning Work

Licensee must notify CP's contact person by telephone at least three working days prior to beginning any separate phase of the Work, and again promptly after such phase of the Work has been completed.

6. PERMITTED & PROHIBITED USES; RIGHTS OF CP

6.1 Permitted Uses

6.1.1 *The Work*

The use of Property by Licensee shall be limited to the completion of the Work set forth in Section 2.2., or such other activities as may be approved by CP in writing.

6.1.2 *Government Authorities*

Licensee may permit governmental authorities other than Licensee with jurisdiction over the Work to enter the Property for the purpose of inspecting or monitoring the Work. Whenever possible, Licensee shall advise CP (by telephone or other means calculated to bring the matter to CP's immediate attention) prior to permitting such governmental authorities to enter the Property for such purposes. The actions and omissions of such governmental authorities while on the Property for such inspections and monitoring shall be deemed the actions and omissions of Licensee. Licensee is not authorized to permit governmental authorities other than Licensee to enter the Property for any other purpose.

6.2 Prohibited Uses and Activities

Licensee shall not use, occupy or permit the Property to be used for any purpose, activity or improvement except as provided in this Agreement or as may be approved of in writing by CP. Specifically, Licensee shall not:

6.2.1 *Advertising*

permit any advertisements or signs upon the Property;

6.2.2 *Use of Hazardous Substances*

without prior written disclosure to and approval by CP, Use or authorize the Use of any Hazardous Substance on the Property, including installation of any above or underground storage tanks; subject thereto, Licensee shall arrange at its own cost for the lawful transportation and off-site disposal of any and all Hazardous Substances that it shall Use or generate;

6.2.3 *Use of Premises for waste treatment or as storage or disposal facility*

cause or allow the Property or any of CP's adjacent property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or to otherwise bring any such property within the ambit of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. or any similar state statute or local ordinance; or

6.2.4 *Subleasing is prohibited*

sublease the Property or the permissions or rights herein granted in any manner or form.

6.3 Reservations and Rights of CP

6.3.1 Railroad Activities Take Priority over Work

All Work by Licensee shall always and all times be subordinate to the needs of CP in connection with the operation and movement of railroad trains and equipment, and the repair of railroad track, structures, communications and appurtenances thereto.

6.3.2 Reservation of prior and future uses not inconsistent with Licensee's activities

The rights herein granted to Licensee are subject to the rights granted in all other licenses, permits and easements for tracks, roads, walkways, poles, wires, pipelines, sewers, billboards and other improvements that exist or may be placed upon, across, above or underneath the Property by CP, or its employees, agents, licensees, grantees, representatives or invitees. Further, CP reserves unto itself the right to place (or to give others the right to place) additional tracks, roads, walkways, poles, wires, pipelines, sewers and billboards upon, across, above or underneath the Property in any manner that does not unreasonably interfere with Licensee's Work.

6.3.3 Monitoring

CP may elect to be present during the conduct of the Work and to monitor same.

7. COVENANTS, CONDUCT & RESPONSIBILITIES

7.1 Definitions

7.1.1 "Claim" or "Claims" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultants' fees, response costs, remedial action costs, cleanup costs and expenses which may be related to any Claims);

7.1.2 "Environmental Law" or "Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law, ordinance, order or decree dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted;

7.1.3 "Hazardous Substance" or "Hazardous Substances" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law;

7.1.4 "Release" or "Released" means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or spreading of any Hazardous Substance into the environment, as "environment" is defined in CERCLA;

7.1.5 "Response" or "Respond" means action taken in compliance with Environmental Laws to correct, remove, remediate, cleanup, prevent, mitigate, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Substance;

7.1.6 "Use" means to manage, generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of, or abandon.

7.2 Investigation; Compliance with Laws; Safety Requirements

7.2.1 Tenants and Licensees in possession of Property

Before entering the Property, Licensee shall secure the consent of all persons or entities who are using or occupying any portion of the Property. CP will cooperate with Licensee to obtain consent from any such person or entity who unreasonably withholds consent.

7.2.2 Underground Utilities and Structures

- a. Licensee shall be responsible for determining the location of all underground utilities (electric lines, telephone lines, gas lines, steam lines, sewer lines, water lines, fiber optic cables, pipes, wires, and the like) and underground structures.
- b. Licensee shall call **CPCBYD "Canadian Pacific Call before You Dig"** at **1-866-291-0741 for Signal, Fiber Optics, and Power for CP Facilities on Canadian Pacific Right of Way and the STATE "ONE CALL"** a minimum of 5 business prior to commencing any excavation or boring on the Property.
- c. CP will cooperate with Licensee to identify the location of underground utilities and structures known to CP, but such cooperation shall not relieve Licensee from its primary responsibility to determine the locations of such utilities and structures.

7.2.3 Permits And Licenses; Compliance With Laws

Licensee shall secure, at no expense to CP, any permits or licenses required in connection with the Work and shall comply with all laws applicable to the Work and the Property, including (but not limited to) any laws, standards, regulations, and permit requirements relating to environmental pollution or contamination or to occupational health and safety. Licensee shall indemnify and defend CP against any and all Claims arising out of or connected with the violation of any law by Licensee while on or about the Property.

7.2.4 Compliance with CP Safety Requirements; Identification

- a. While on the Property, Licensee shall comply with the safety requirements of CP, as such requirements may be amended from time to time during the duration of the Work, all at no expense to CP. CP's safety requirements are set forth **"Exhibit B"** titled **"MINIMUM SAFETY REQUIREMENTS FOR CONTRACTORS WORKING ON RAILWAY PROPERTY"** and in CP's current safety handbook. One free copy of the current safety handbook will be provided to Licensee by the CP contact person. Additional copies will be provided at Licensee's expense. Licensee shall be responsible for ensuring that any person performing any of the Work for or on behalf of Licensee shall comply with the CP safety requirements that would apply to a CP employee performing similar work.
- b. Prior to any entry onto the Property, Licensee and every employee, agent or subcontractor who carries out any part of the Work on the Property shall successfully complete the safety training available through the e-railsafe program at www.e-railsafe.com in respect to requirements for Canadian Pacific operations.
<if applicable>
- c. Licensee and every employee, agent or subcontractor who carries out any part of the Work on the Property shall at all times wear and visibly display the identification badge issued to them following successful completion of the e-railsafe safety training together with whatever additional identification materials that CP may reasonable require.

7.3 Work In Close Proximity To Railroad Operations; Drainage

7.3.1 Interference with Railroad Operations

Licensee shall keep CP fully apprised of its proposed activities on the Property so as to prevent any interference with the operations of CP's trains or equipment (or trains or equipment of others) operating on or near the Property.

7.3.2 Clearance

No work shall be done or any equipment or other obstruction placed over or within 50 feet laterally of the centerline of any track without advance notification to CP prior to performing such work or placing such equipment or obstruction.

7.3.3 Flagging

Licensee must make arrangements with CP for such flagging or watchman service as CP deems necessary for the protection of railroad traffic. All such flagging and watchman service shall be provided by CP at Licensee's expense. The fact that CP provides such service shall not relieve Licensee from any liability under this Agreement. CP's labor and material additives are subject to change without notice to Licensee, and CP shall be reimbursed based upon its labor and material additives actually in effect as of the date of such service.

7.3.4 Certain Work Close To Track Not Permitted; Lateral Support

- a. Unless otherwise agreed to in writing by CP, excavations, borings, wells, pits, test holes, probe sites, and the like shall not be located closer than 50 feet from the centerline of the nearest railroad track on or adjacent to the Property nor shall it take or allow any action upon the Property that would materially impair the lateral or subadjacent support of adjacent lands or railroad tracks.;
- b. Unless otherwise agreed to in writing by CP, drilling and excavating equipment and related equipment shall not be located closer than 50 feet from the nearest rail of any such track;
- c. In the event that CP permits excavations, borings, wells, pits, test holes, probe sites, or the like in close proximity to tracks, embankments or other features providing lateral or subadjacent support to land or tracks, then notwithstanding anything to the contrary in this license, Licensee shall be responsible for designing and constructing at no cost to CP any measure that is required to prevent the collapse, erosion or impairment to said land or tracks.

7.3.5 Storm Water

Licensee shall not, without the advance written approval of CP, make any changes to the Property that would either increase the historic flow rate of storm water from the Property or create an impediment to the historic flow of storm water to the Property. Unless otherwise agreed in writing, as between CP and Licensee it is understood and agreed that Licensee shall, at Licensee's cost and expense, be responsible for the construction, maintenance, repair and replacement upon the real property or other land not belonging to CP such storm sewer lines, manholes, mains, rip rap, boulders, wing walls, ditches and related to improvements required for Licensee's compliance with this section.

7.3.6. Fencing <If applicable>

Licensee shall, at no cost to CP, construct and maintain during the term hereof a fence acceptable to CP in the location(s) designated on Exhibit A. Following completion of the

Work, the Licensee shall remove the fencing, remove any post footings or concrete, and fill and tamp any post holes with clean fill material.

7.4 Conduct

7.4.1 *Property clean, safe and free from nuisances*

Licensee shall not permit the existence of any nuisance upon the Property and shall at all times keep the Property in a proper, clean, safe and sanitary condition, and free from accumulations of waste materials, debris or refuse.

7.4.2 *Release of Hazardous Substances*

Licensee shall not cause or allow the Release or threat of Release of any Hazardous Substance on, to, or from the Property.

7.4.3 *Response Actions*

Licensee shall promptly take all necessary action in Response to any Release or Use of a Hazardous Substance at the Property caused by, or attributable to, any act or omission of Licensee (or Licensee's employees, agents, representatives or invitees) that could:

- a. give rise to any Claim under any Environmental Law,
- b. cause a public health or workplace hazard, or
- c. create a nuisance.

7.5 Required Notices/Disclosures

7.5.1 *Transportation and Disposal Contracts*

Licensee shall, upon written request by CP, provide CP with copies of transportation and disposal contracts and manifests for Hazardous Waste, any permits issued under any Environmental Laws, and any other documents demonstrating that Licensee has complied with all Environmental Laws relating to the Property

7.5.2 *Releases or Suspected Releases*

Licensee shall promptly notify CP of any actual or suspected Release of any Hazardous Substance on, to, or from the Property, regardless of the cause of the Release.

7.5.3 *Notices, summons citations, etc.*

Licensee shall promptly provide CP with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, causes of action, complaints, investigations, judgments, letters, notices of environmental liens or Response actions in progress, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or other federal, state or local agency or authority, or any other entity or individual, concerning:

- a. any Release of a Hazardous Substance on, to or from the Property,
- b. the imposition of any lien on the Property, or
- c. any alleged violation of or responsibility under any Environmental Law relating to the Property.

7.5.4 *Other Reports*

Licensee shall, at CP's option, provide CP, at no cost to CP, a copy of any other report, summary or written test results, collectively "**Report**," pertaining to the Work. If any such Report is to be filed or made available to any governmental agency, other than Licensee, acting in a regulatory capacity, other than Licensee, then Licensee shall also give CP a reasonable time (not less than 5 working days) to review and comment on a draft of such Report and when preparing any such final Report pertaining to the Work, Licensee or its

contractor shall give due consideration to CP's comments with respect to the draft of that Report. Licensee will promptly provide CP with a copy of any final Report.

7.6 CP's right to Participate in Response Actions

Following receipt of any notice, order, claim, investigation, information request, letter, summons, citation, directive, or other communication identified in section 7.5.3 in connection with any action taken pursuant to section 7.4.3, Licensee shall notify CP of any and all investigations, telephone conferences, settlement discussions, remediation plans and all other interactions, direct or indirect, with governmental or regulatory officials, and Licensee shall take all action necessary to ensure that any indemnification, release, waiver, covenant not to sue, or hold harmless agreement benefiting Licensee and arising out of such activities, whether from a governmental or regulatory entity or from a private entity, also benefits CP to at least the same extent as Licensee.

7.7 Restoration of Property

Upon completion of the Work or expiration or early termination of this Agreement, whichever occurs first, Licensee shall remove any debris resulting therefrom and shall restore the Property to the condition it was in prior to the commencement of the Work (or such other condition as is satisfactory to CP). All excavations are to be backfilled and tamped. All borings shall be backfilled with grout. Drill cuttings shall not be used as backfill. Licensee shall dispose of all drill cuttings, soil and sediment samples, purge water, dewatering effluent, and water samples and all excess excavation material in a manner acceptable to CP and in accordance with all applicable laws, all at no expense to CP.

8. LIABILITY

8.1 Damage to CP Tracks, Facilities, and Equipment

If any tracks, facilities, or equipment owned, used, or maintained by CP are damaged in connection with the Work, CP shall repair (or arrange for the repair of) such damage and Licensee shall pay the full cost of such repair within 30 days after CP shall tender a bill therefor.

8.2 Assumption of Risk

Licensee is fully aware of the dangers of working on and about railroad property and railroad operations and knowingly and willingly assumes the risk of harm (e.g., injury to or death of persons and damage to or destruction of property) that may occur while on and about the Property. Without in any way limiting the scope of the preceding sentence, Licensee assumes the risk that monitoring wells, elevation bench marks, reference points, and other installations located on the Property may be disturbed, damaged, or destroyed by CP or third persons, and Licensee shall not make any claim against CP on account of same, even if such disturbance, damage, or destruction arises from the negligence of CP or its employees, agents, or invitees. Licensee assumes full responsibility for protecting its installations and personal property from theft and vandalism while such installations and personal property are on the Property.

8.3 Indemnity

To the maximum extent permitted by applicable law, Licensee shall indemnify and defend the Indemnified Parties (as defined below) against all claims, demands, actions, suits, judgments, losses, damages, penalties, fines, and sanctions (collectively, "Claims") arising out of or relating to any destruction of (or damage to) any property or natural resource, any injury to (or death of) any person, or any environmental pollution or contamination whatsoever, where such destruction, damage, injury, death, pollution, or contamination actually arises in whole or in part from the Work, any action or omission of Licensee while on or about the Property pursuant to this Agreement, or the exercise by Licensee of the license granted by this Agreement. As used in this Agreement, Indemnified Parties means the following businesses and their officers,

directors, employees, and agents: Soo Line Corporation, DAKOTA, MINNESOTA & EASTERN RAILROAD COMPANY, Delaware and Hudson Railroad Corporation, Dakota, Minnesota and Eastern Railroad Corporation, Soo Line Corporation, Wyoming, Dakota Railroad Properties, Inc., Central Maine & Quebec Railway, The Milwaukee Motor Transportation Company, Hiawatha Transfer Company, and Canadian and Pacific Railway Company, and their respective parent companies, subsidiaries, and affiliated companies, and any railway company or contractor operating trains or rail equipment upon railway tracks in close proximity to the Property, together with the parent companies, subsidiaries, and affiliated companies of all of the foregoing.

9. INSURANCE

Licensee shall, at its own expense, obtain and maintain during the Term and prior to entering the Property, in a form and with an insurance company satisfactory to CP, policies of:

- (a) **Commercial General Liability (C.G.L.)** insurance with a limit of not less than Ten Million Dollars (\$10,000,000) for any one loss or occurrence for personal injury, bodily injury, or damage to property including loss of use thereof. This policy shall by its wording or endorsement include without limitation the following:
 - (i) CP and its associated or affiliated subsidiaries (and the Directors, Officers, employees, agents and trustees of all of the foregoing) as an additional insured with respect to obligations of the Licensee in this Agreement;
 - (ii) "cross liability" or "severability of interest" clause which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;
 - (iii) blanket contractual liability, including the insurable liabilities assumed by the Licensee in this Agreement;
 - (iv) broad form products and completed operations;
 - (v) sudden and accidental pollution liability, if applicable;
 - (vi) shall not exclude property damage due to explosion, collapse, and underground hazards; and
 - (vii) shall not exclude operations on or in the vicinity of the railway right of way.
- (b) **Automobile Liability** insurance covering bodily injury and property damage in an amount not less than Two Million Dollars (\$2,000,000) per accident, covering the ownership, use and operation of any motor vehicles and trailers which are owned, non-owned, leased or controlled by the Licensee and used in regards to this Agreement.
- (c) **Workers Compensation** insurance which shall be in strict accordance with the requirements of the most current and applicable state Workers Compensation insurance laws, and Employers' Liability insurance including Occupational Disease insurance with limits of not less than One Million Dollars (\$1,000,000) each accident/each employee, and where appropriate coverage under said policies to be extended for liability under the FELA, USL&H Act, and the Jones Act. The Licensee shall, before any services are commenced under this License submit written evidence that it has obtained full Workers Compensation insurance coverage for persons whom it employs or may employ in carrying out the services under this License. CP and its associated or affiliated companies (and the Directors, Officers, employees, agents and trustees of all of the foregoing) shall be waived of any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims.
- (d) **Contractor's Pollution Liability** insurance, including naming CP and its associated or affiliated subsidiaries (and the Directors, Officers, employees, agents and trustees of all the foregoing) as an additional insured, with a limit of not less than Two Million Dollars (\$2,000,000)

for any one loss or pollution event. Coverage shall include, but not be limited to, claims for bodily injury, death, damage to property including the loss of use thereof, clean-up costs and associated legal defense expenses arising from pollution conditions caused by, and/or exacerbated by, services performed by the Licensee on behalf of CP. The policy shall be endorsed to contain a blanket contractual liability endorsement. If this policy is written on a "claims-made" basis it shall remain in effect for no less than twenty-four (24) months after the expiry or termination of this Agreement.

(collectively, the "**Insurance Coverage**").

Licensee agrees that the insurance requirements set out herein shall not limit or restrict its liabilities pursuant to this Agreement.

The Insurance Coverage required to be maintained pursuant to this Agreement shall be primary and not excess of any other insurance that may be available. Unless otherwise provided above, all insurance coverage shall take place in the form of an occurrence basis policy and not a claims made policy.

Licensee shall waive any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims where permissible under the insurance policies required under this Insurance Section.

Licensee shall provide CP with written notice and all reasonable particulars and documents related to any damages, losses, incidents, claims, and potential claims concerning this Agreement as soon as practicable after the damage, loss, incident, or claim has been discovered. Licensee is responsible for any deductible and excluded loss under any insurance policy. The deductible in any insurance policy shall not exceed such maximum amount that a reasonably prudent business person would consider reasonable.

The Insurance Coverage shall be endorsed to provide CP with not less than thirty (30) days written notice in advance of cancellation.

Before Licensee enters the Property, CP must receive and approve certificates of insurance evidencing the Insurance Coverage outlined in this Section. Licensee may be required to annually provide a copy of updated certificate(s) of insurance evidencing the renewal of the above Insurance Coverage. Such certificate(s) of insurance shall be sent via email to matthew_miller@cpr.ca. Upon request, Licensee shall provide CP with certified copies of the insurance policies.

CP shall have no obligation to examine such certificate(s) or to advise Licensee if its Insurance Coverage is not in compliance with this Agreement. Acceptance of any certificate(s) which are not compliant with the requirements set out herein shall in no way whatsoever imply that CP has waived its insurance requirements.

CP reserves the right to require Licensee to obtain additional insurance where, in CP's reasonable opinion, the circumstances so warrant. If the Licensee fails to maintain the Insurance Coverage required in this Agreement, CP may, at its option, terminate this Agreement without notice.

10. ENTIRE AGREEMENT

10.1 Survival of Indemnity Provisions

The indemnification provisions of this Agreement shall survive its expiration or termination.

10.2 Mere License

The permission encompassed by this Agreement is a mere license to use the Property for the specified purpose and does not create any estate or interest in the Property.

10.3 No Warranty of Title

CP does not warrant that it has good title to the Property.

10.4 Assignment; Binding Effect

This Agreement may not be assigned by Licensee without the advance written consent of CP. Subject to the preceding sentence, this Agreement shall be binding upon, and inure to the benefit of, the parties' respective successors and assigns.

10.5 Governing Law

This Agreement shall be construed in accordance with the laws of the state of Minnesota.

10.6 Entire Agreement

This Agreement is the full, complete, and entire Agreement of the parties with respect to the subject hereof, and any and all prior writings, representations, and negotiations with respect to those subjects are superseded by this Agreement.

10.7 Headings

The headings used in this Agreement are provided solely as a convenient means of reference. They are not intended to, and do not, limit or expand the purpose or effect of the paragraphs to which they are appended. The headings shall not be used to construe or interpret this Agreement.

10.8 Singular and Plural

As used in this Agreement, the singular form of a word includes the plural form of that word, and vice versa, and this Agreement shall be deemed to include such changes to the accompanying verbiage as may be necessary to conform to the change from singular to plural, or vice versa.

10.9 Duplicate Copies and Counterparts

This Agreement may be executed in counterparts, which together shall constitute one and the same document. The parties may execute more than one copy of this Agreement, each of which shall constitute an original.

11. SIGNATURES.

THE PARTIES HERETO have executed this Agreement as evidence of their agreement to the terms herein.

APPANOOSE COUNTY, IOWA

**DAKOTA, MINNESOTA & EASTERN RAILROAD
COMPANY**

doing business as Canadian Pacific

By _____
Its Linda Demry,
Chair, Board of Supervisors
Date

By _____
Its Matthew Miller
Supervisor Public Works
Date

EXHIBIT A
Map of the Property

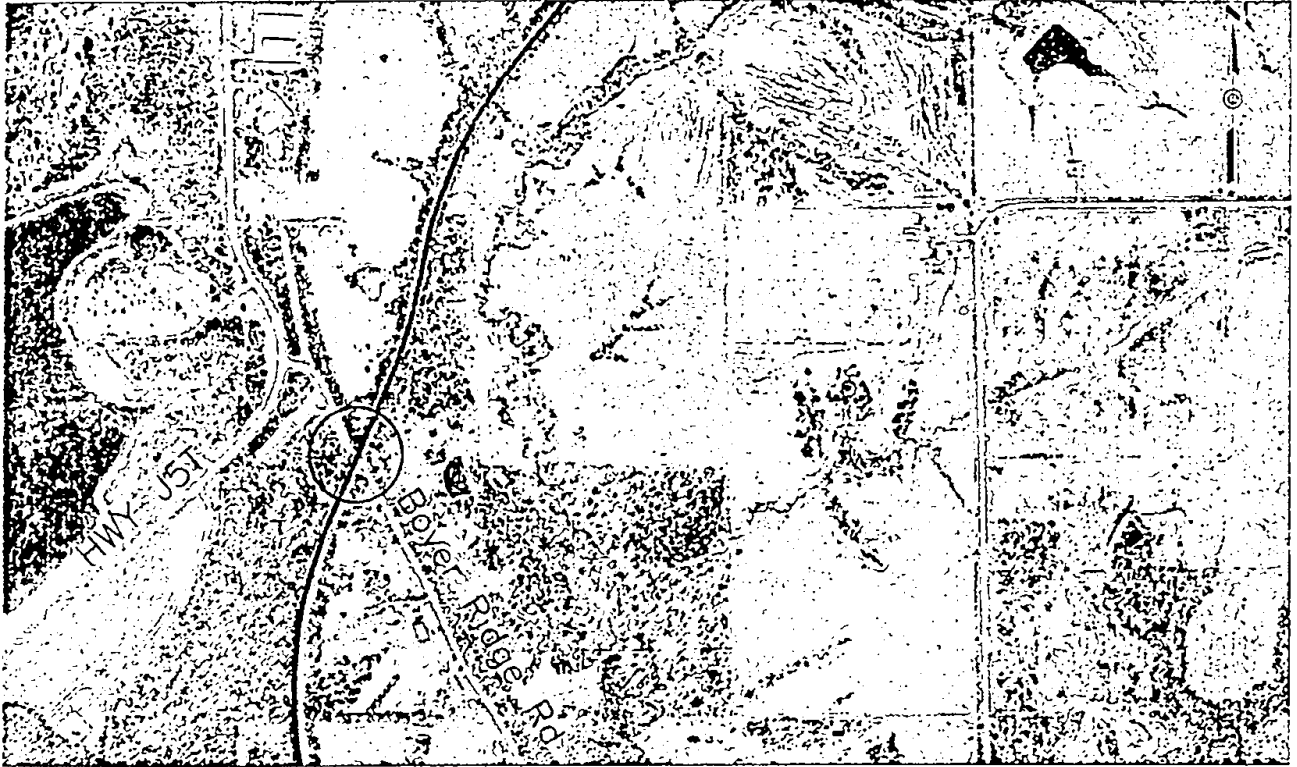


EXHIBIT B
Minimum Safety Rules for Work on Railroad Property