

OFFICE OF THE
Appanoose County Auditor

KELLY HOWARD

COURTHOUSE
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CENTERVILLE, IOWA 52544

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Meeting Agenda
July 5, 2022

The Appanoose County Board of Supervisors will meet Tuesday, July 5, 2022 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/Approve Agenda
3. Approve minutes of the June 20, 27 & 30, 2022 meetings
4. Approve reports (6/24 payroll & Sheriff Quarterly Report)
5. Approve bills
6. Approve handwritten: South Central Behavioral Health Region Warrant #48204
\$77,520.81
7. Approve Data Grant Agreement: State of Iowa OCIO
8. Approve Committee/Board Appointments (Conservation, Veteran Affairs)
9. John Hansen: Appanoose County Law Center (project progress update, review and approve change orders, review and approve pay request, discussions, and any necessary action)
10. County Engineer Report
11. Public Comments
12. Adjourn

Posted 6/29/2022

June 20, 2022

Appanoose County Board of Supervisors met in regular session June 20, 2022 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Linda Demry, Chairperson, Mark McGill, Jeff Kulmatycki, Boardmembers. Absent: none.

The meeting started with the pledge.

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

Kulmatycki motioned to approve the minutes from the June 6, 14 & 17, 2022 meetings. Seconded by McGill. All voted aye.

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

Access Sys	Construction & Maint.	2524.66
Access Sys	Typing-Print.-Bind.Serv.	142.97
ADLM EH	Water & Sewer	440.00
Agriland FS	Engineering Services	49738.43
Albia Newspapers	Typing-Print.-Bind.Serv.	1450.67
Albia PreK & Daycare	Community Support Program	2661.25
Alliant	Engineering Services	2943.85
Amer Home Fdg	Juvenile Detention & Shel	513.15
American Legion 407	Polling Places	50.00
App Co Historical Society	Contrib. & Purchase Serv	750.00
App Co ISU Ext	Community Support Program	2109.54
Sec Rds	Mileage & Transp. Expense	9584.98
Serv Agency	Salary-Regular Employees	11467.30
App Comm Care	Homemaker-Home Health Aid	771.22
Atomic Pest Control	Building Repair & Maintce	75.00
Bailey Off	Off. Supplies & Forms	438.32
M Baldwin	Election Official Comp	8.10
Denise Ballanger	Election Official Comp	227.90
L Ballanger	Election Official Comp	241.40
M Benjamin	Election Official Comp	217.80
W Benjamin	Election Official Comp	16.83
Bob Brown Excavating, Inc	Building Perm. Improvemnt	7712.18
C Bradley	Election Official Comp	30.00
J Bradley	Election Official Comp	180.00
L Bradley	Election Official Comp	50.00
M Braster	Election Official Comp	180.00
Bratz Oil	Mileage & Transp. Expense	2827.64
C-D Supply	Off. Supplies & Forms	348.55
Calhoun Burns	Engineering Services	8502.50
J Campbell	Election Official Comp	15.03
Cantera Aggregates	Engineering Services	46349.43
Capital One	Jail Equip. & Furniture	278.26
Capital Sanitary Supply	Off. Supplies & Forms	34.61
Card Services	Park Maint. & Supplies	508.26
CarQuest	Park Maint. & Supplies	58.04
Centec	Care of Soldiers Graves	302.76
Centerville Body Shop	Vehicle Repair & Maintce	137.00
Cville Iron	Engineering Services	137.13
Cville Wtrwks	Water & Sewer	59.62
C'ville Produce & Feed	Park Maint. & Supplies	162.12
Central IA Det	Juvenile Detention & Shel	6106.14
Century Laundry Dist	Jail Equip. & Furniture	13328.00
Chariton Valley Elec	Engineering Services	313.87
City Cville	Salary-Regular Employees	5535.00

Clark's Auto Rpr	Engineering Services	150.00
M Climie	Election Official Comp	110.00
J Clinkenbeard	Park Maint. & Supplies	15.00
CocoBeen Reptiles	Park Maint. & Supplies	150.00
E Collins	Election Official Comp	160.00
L Coltrain	Election Official Comp	254.41
Corydon Vet Clinic	Park Maint. & Supplies	421.90
C Cossolotto	Election Official Comp	10.17
K Cossolotto	Election Official Comp	189.00
S Cossolotto	Election Official Comp	180.00
K Cridlebaugh	Election Official Comp	180.00
CyberSharks.net	Dues & Memberships	70.00
Décor Cabinets, Inc	Building Repair & Maintce	18084.00
Davis Co Sch	Community Support Program	800.00
Davis Co Sheriff	Medical & Health Services	10945.40
L Demry	Mileage & Transp. Expense	102.60
Diamond Mowers	Engineering Services	1174.91
B Dittmer	Election Official Comp	200.00
E Dittmer	Election Official Comp	180.00
C Dixon	Election Official Comp	200.00
J Dove	Election Official Comp	160.00
P Dudenhoeffer	Election Official Comp	30.00
R Eggerman	Election Official Comp	180.00
Equipment Blades, Inc	Engineering Services	985.00
D Exline	Building Repair & Maintce	3157.52
Finish Line	Fuels	162.21
Fogle TV	Off. Supplies & Forms	3710.16
Forbes Office Solns	Off. Supplies & Forms	46.85
C Foster	Election Official Comp	234.20
Foundation 2	Juvenile Detention & Shel	699.75
A Fraser	Election Official Comp	184.05
Galls	Uniforms	2875.66
Garden Spot	Equipment Repair	557.47
S Gillick	Election Official Comp	193.05
S Golic	Election Official Comp	170.35
GreatAmerica	Off. Equip Repair & Maint	194.49
Hardin Co Sheriff	Legal Serv. Dep-Subp-Tran	63.00
C Havens	Election Official Comp	218.03
J Havens	Election Official Comp	199.04
Henderson Products	Engineering Services	3979.01
Hills San	Engineering Services	505.00
Home City Ice	Engineering Services	230.00
Housby Mack	Engineering Services	842.85
M Hummell	Park Maint. & Supplies	60.00
Hy-Vee	Medical & Health Services	3831.49
IACP	Dues & Memberships	275.00
Independent Salt	Engineering Services	963.60
Inland Truck Parts	Engineering Services	4040.81
Iowa Bridge & Culvert	Construction & Maint.	20000.00
IA Media Network	Official Pub. & Legal Not.	796.53
IA Sec State	Postage & Mailing	1115.24
ISU	Educational & Train.Serv.	125.00
IPAC	Voter Registration Serv.	3000.00
J Jay	Election Official Comp	240.50
John Deere	Engineering Services	1290.11
P Johnson	Election Official Comp	184.50
B Kauzlarich	Election Official Comp	40.00

Kids World	Community Support Program	2464.00
Kimball	Engineering Services	417.01
Kinetic Edge	Engineering Services	240.00
S Kirby	Election Official Comp	190.80
C Knorr	Election Official Comp	184.50
C Kramka	Election Official Comp	180.00
T Kramka	Election Official Comp	189.90
Kratofil Repair Center	Engineering Services	4907.12
L&W Quarries	Engineering Services	61821.73
R Lamb	Mileage & Transp. Expense	311.70
Lange FH	Mileage & Transp. Expense	490.00
S Larson	Election Official Comp	187.47
Lee Co Hlth	Community Support Program	401.32
Lewis Tree Service	Park Maint. & Supplies	1600.00
Lexipol	Dues & Memberships	6513.81
LexisNexis	Dues & Memberships	100.00
Lockridge	Engineering Services	2081.60
J Lowry	Election Official Comp	180.00
The Machinery Barn	Park Maint. & Supplies	8.95
Mainstay Sys	Off. Equip Repair & Maint	76301.98
J Manning	Election Official Comp	110.00
Marion Co Pub Hlth	Community Support Program	24.98
C McClurg	Election Official Comp	194.40
S McDanel	Election Official Comp	190.80
J McDanolds	Election Official Comp	201.60
McKesson Med	Medical Supplies	593.85
J Melhus	Election Official Comp	194.40
Mercy Med Ctr	Engineering Services	35.00
Midwest Construction	Building Perm. Improvemnt	19833.00
Midwest Wheel	Engineering Services	2683.13
MMIT	Off. Supplies & Forms	105.47
MMIT	Off. Equip Repair & Maint	100.34
Monroe Co ISU Ext	Community Support Program	562.99
Monroe Pub Hlth	Community Support Program	5830.28
P Morrow	Election Official Comp	60.00
Natel	Telephone & Telegr.Serv.	699.40
Noah Detention Const	Building Perm. Improvemnt	89889.00
Northeast Dist. of Assessors	Educational & Train.Serv.	275.00
O'Halloran Int'l	Engineering Services	327.27
O'Reilly	Engineering Services	183.76
Oden Enterprises	Bridge & Culvert Maint.	217261.00
G Odgen	Election Official Comp	193.50
Orchard Pl	Community Support Program	1739.90
ORHC	Engineering Services	40.00
Owl Pharm	Prescriptions & Medicine	466.01
Petty C-Sheriff	Postage & Mailing	4.33
R Pfannebecker	Mileage & Transp. Expense	36.01
Power Ins	Umbrella Insurance	2833.00
Proctor Corp	Building Perm. Improvemnt	118152.69
Prof Computer	Off. Equip Repair & Maint	31.95
Quill	Election Supplies	1085.34
RACOM	Motor Vehicle	46681.50
Rainbo Oil	Engineering Services	1137.58
RRWA	Water & Sewer	127.00
Ray O'Herron	Law Enf. Equip & Weapons	822.39
L Ray	Election Official Comp	193.50
RICOH	Off. Supplies & Forms	9.73

River Hills	Medical & Health Services	264.00
G Roefer	Medical & Health Services	100.00
Royal Toilets	Building Perm. Improvemnt	372.60
S.G. Construction	Building Perm. Improvemnt	354360.78
SCICAP	Community Support Program	23064.76
Seneca	Engineering Services	252.75
Seymour Tire	Engineering Services	106.45
D Sherrard	Election Official Comp	9.09
K Sherrard	Election Official Comp	227.00
Sinclair NAPA	Engineering Services	1360.49
Sinclair Tractor	Construction & Maint.	30100.00
K Smith	Mileage & Transp. Expense	13.95
Marla Smith	Election Official Comp	16.65
Solutions	Computer & Microfilm Supp	5260.00
E Spencer	Election Official Comp	208.26
Stateline Refrigeration	Medical Supplies	90.00
Stivers Ford Lincoln	Construction & Maint.	28731.00
Storey Kenworthy	Election Supplies	377.60
Superior Cable & Data	Equip. Parts & Supplies	839.40
Taylor Twp Clerk	Care of Soldiers Graves	100.00
D Thomas-Anderson	Election Official Comp	194.31
J Thompson	Election Official Comp	193.50
Tony's Plumbing & Heating	Building Perm. Improvemnt	108573.13
UMB Bank, N.A.	G.O. Bonds Principal	250.00
US Bank	Mileage & Transp. Expense	5412.02
US Cellular	Telephone & Telegr.Serv.	645.22
USPS	Postage & Mailing	4796.00
US Records Midwest	Off. Equip Repair & Maint	3905.78
Van Maanen Electric	Building Perm. Improvemnt	63613.71
VeriCor	Off. Equip Repair & Maint	1344.00
Verizon	Off. Supplies & Forms	160.04
Verizon Wireless	Telephone & Telegr.Serv.	50.00
Vogel Traffice Serv	Engineering Services	63061.11
Wahltek	Building Repair & Maintce	36944.00
K Walker	Election Official Comp	189.00
Wapello Co Sheriff	Legal Serv. Dep-Subp-Tran	86.33
Watson & Ryan	Legal & Ct-Related Serv.	2729.17
Rick A Weidner	Building Perm. Improvemnt	8415.21
Wex Bank	Mileage & Transp. Expense	487.33
P White	Election Official Comp	216.00
C Wilson	Election Official Comp	200.00
Windstream	Off. Supplies & Forms	2080.13
K Young	Election Official Comp	192.60
Your Square Deal	Law Enf. Equip & Weapons	10758.00
Zetron	E911 Other Capital Expens	9754.10
Ziegler	Engineering Services	7479.21
Grand Total		1717914.04

Kulmatycki motioned to approve the letter of support for the Natel Broadband Project.

Seconded by McGill. All voted aye.

Kulmatycki motioned to approve 6/10 payroll. Seconded by McGill. All voted aye.

McGill motioned to accept the resignation letter from jailer Kristin Wood effective June 25, 2022. All voted aye. Kulmatycki motioned to approve moving Tim Swan from part-time jailer to full time jailer effective June 12, 2022. Seconded by McGill. All voted aye.

Kulmatycki motioned to approve renting space to South Central Iowa Community Action Program in the DHS Building for \$350 a month including utilities. Seconded by McGill. All voted aye.

McGill motioned to approve the 6/7/2022 Primary Election Post-Election Audit Report. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve Resolution # 2022-15. Seconded by McGill. All voted aye.

RESOLUTION #2022-15 FOR INTERFUND OPERATING TRANSFER

Whereas, it is desired to transfer monies from the Rural Services Fund to the Secondary Road Fund, and Whereas, said operating transfer is in accordance with section 331.432, Code of Iowa, Now, therefore, be it resolved by the Board of Supervisors of Appanoose County, Iowa as follows:

Section 1. The sum of \$202,086.50 is ordered to be transferred from the Rural Services Fund to the Secondary Road Fund, effective 6-20-2022.

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 6-20-22 the vote being as follows:

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

Nayes: none

Attest:/s/Kelly Howard, County Auditor

Kulmatycki motioned to approve the Ottumwa Glass quote to replace all four outside doors to the Courthouse for \$27,800 using ARPA funds. Seconded by McGill. All voted aye.

John Hansen not present.

County Engineer, Brad Skinner, provided an update to the board. Seeing pavement blowups. The public is asked to reach out to the roads department directly if one is found. Traffic paint was completed last week. There is difficulty spending the budget due to supply issues (truck and maintainer): Will be reshaping some roads in various parts of the county. Office staff working on surveys and designs for the next couple years. Taking waste dirt from law center and using for reshaping roads. Looking for guidance on new ATV/UTV law signed by Governor. A new transmission was placed in the Road Foreman's truck. The new truck was purchased for the Assistant to the Engineer. McGill requested the roads by Sharon Bluffs and Orleans Church be fixed.

Public Comments: A question on who the weed commissioner is. Dianna Daly-Husted from ADLM Environmental Health is. Brad will look into the weeds going to Sharon Bluffs off Industrial Road. Jesse Replogle from Farmer's Mutual provided an update on their Broadband project.

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

The Board adjourned to meet the call of the Auditor at 9:15 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

June 27, 2022

Appanoose County Board of Supervisors met in special session June 27, 2022 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Linda Demry, Mark McGill, and Jeff Kulmatycki. Absent: none.

Demry called the meeting to order. Kulmatycki motioned to earmark ARPA funds for Courthouse repair (\$200,000), E911 Tower (\$400,000), Natel (\$750,000), and Farmer's Mutual Communications (approx. \$360,000). Seconded by McGill. All voted aye. Kulmatycki motioned to earmark \$50,000 for City of Centerville Ambulance. Seconded by McGill. All voted aye. Kulmatycki motioned to earmark \$49,000 for sewer/water hookups at Lelah Bradley Campground. Seconded by McGill. McGill and Kulmatycki voted aye. Demry nay.

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

The Board adjourned to meet at the call of the Auditor at 9:32 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

APPANOOSE COUNTY SHERIFF

Treasurer Report

04/01/2022 thru 06/29/2022

	Beginning Running Balance	17,297.60
JUN	Credits (Deposits)	26,549.34
	Debits (Withdraws)	14,898.00
	Ending Running Balance	\$28,948.94

Receipt Details - Collected during date range

CANCEL FEE	50.00
CL-CINCINNATI	300.00
CL-MORAVIA	1,200.00
CL-MYSTIC	300.00
CL-NUMA	300.00
COPIES_CV	57.50
DL-COUNTY	4.00
DL-DOT	11.00
DVD/CD	110.00
EXECUTION	30.00
INMATEBOND	600.00
INTEREST	1.58
JAIL PHONES	422.89
JAIL REIMBURSE	100.00
MAIL	13.00
MILEAGE	832.23
MISC	22.33
NOTATION FEE	10.00
POSTING NOTICES	30.00
PROCESS NOTICE	170.00
PUBLICATION	59.77
REFUND	293.65
SERVICE FEES	4,175.64
SEX OFFEND REG	150.00
TRUST FUND	15,249.50
WAGE	106.25
WP-ACQUIRE	50.00
WP-COUNTY	1,520.00
WP-DPS	380.00

	Receipts Posted by Date Paid:	26,549.34
Receipts with Date Paid Before Minimum Date, deposited this Date Range:		0.00
Advance Fees Deposited this Date Range:		0.00
(This should equal credits for the date range)	Deposited Total:	26,549.34

Payout Information:

	Monthly Starting Balance:	17,297.60
	Receipts deposited this date range:	26,549.34
	Total to Account For:	43,846.94
	Disbursements Made This Date Range:	-14,898.00

Funds to be paid to County Treasurer: Should Match Checkbook

CANCEL FEE	50.00
CL-CINCINNATI	300.00
CL-MORAVIA	1,200.00
CL-MYSTIC	300.00
CL-NUMA	300.00
COPIES_CV	57.50
DL-COUNTY	4.00
DVD/CD	110.00
EXECUTION	30.00
INTEREST	2.63
JAIL PHONES	422.89
JAIL REIMBURSE	100.00
MAIL	13.00
MILEAGE	832.23
MISC	22.33
POSTING NOTICES	30.00
PROCESS NOTICE	170.00
SERVICE FEES	4,175.64
SEX OFFEND REG	150.00
WAGE	106.25
WP-ACQUIRE	50.00
WP-COUNTY	1,520.00

Total fees Due to County Treasurer: 9,946.47

Other Funds in Checkbook:

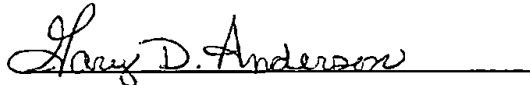
REFUND	13.65
TRUST FUND	18,873.82
WP-DPS	115.00

Total Other Funds in Checkbook: 19,002.47

Zero Balance Check

0.00

I, the Sheriff of APPANOOSE COUNTY SHERIFF do hereby certify that the report given above is a correct report of payments collected by me as said Sheriff during the month ending 6/29/2022



Prepared by:

State of Iowa
County of APPANOOSE COUNTY
Date to be Paid 6/27/2022



Handwritten
Claim# 52600 Warrant# 48204

Voucher Description

Vendor # 945
SOUTH CENTRAL BEHAVIORAL
HEALTH REGION
110 E MAIN STREET
OTTUMWA IA 52501

Date Ordered
Date Delivered 6/27/2022
Claim Date 6/27/2022



<u>Invoice</u>	<u>Account</u>	<u>Amount</u>	<u>Description</u>
10000	04413 951 60	77520.81	Fiscal Agent - 4th Qtr

Amount Claimed 77,520.81
Amount Allowed _____

AYE _____ NAY _____

AYE _____ NAY _____

AYE _____ NAY _____

AYE _____ NAY _____

AYE Jane Davis NAY _____

I hereby certify that the within
is a just, lawful, and correct
claim for the county of
APPANOOSE COUNTY

KELLY HOWARD, AUDITOR

52600

**Appanoose County
CLAIM**

Purchase Order #

Date 6/27/2022

Vendor # 945
PAID

To South Central Behavioral Health Region

JUN 27 2022

Date Ordered

WARRANT
Approved By 48204
Appanoose County Board Supervisors

Date Delivered 6/27/2022

ACCT #	DESCRIPTION (Itemize Fully)	Amount
10000-04413-951-60	Fiscal Agent 4th Qtr	77,520.81

Kelly Thomas

Signature

Actions

Appanoose County Treasurer - Accounting

Inquiry to Fund Balance

- Submit
- Exit
- Print
- Omit Pending Redeemed

Fiscal year 2021/2022
Fund 10000 MH-DD Services Fund
Fund type 42 Mh-Dd Services Fund

Beginning Year Balance	213,948.15	
Beginning Month Balance	77,261.58	Year-to-Date
Monthly Revenue	4,097.60	266,952.12
Monthly Disbursements	3,301.75	402,842.84
Pending Redeemed Amount	474.62	
06/27/2022 Ending Fund Balance	77,582.81	
Auditor Warrants Outstanding	62.00	
Actual Fund Balance	77,520.81	

Previous Fund

Next Fund

PAID

JUN 27 2022

WARRANT
 Approved By _____
 Appanoose County Board Supervisors

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

This Data Grant Agreement is entered into this _____ day of _____, 20__ by and between Appanoose County AND

State of Iowa, OCIO

(Hereinafter referred to as Grantee)

(Print or Type Grantee Name)

200 E Grand, Des Moines, IA 50319

(Print or Type Grantee Address)

Patrick Wilke-Brown

515-782-1053

(Print or Type Grantee Contact Person)

(Print or Type Grantee Telephone Number)

Project Name and Description: _____

Iowa Broadband Program. Purpose of data is to validate service location addresses, location type (residential, commercial, industrial) and whether a location address is active or inactive. Data

synthesized will be used to administer the Iowa Broadband Grant Program. Accuracy of the location data is critical and the parcel data (situs address, parcel classification, and building type (dwelling) will be a key component in make this broadband provider location data accurate.

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

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

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

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

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

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

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

Limitations of the data and information provided

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

Restrictions on use of the data and information provided

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

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

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

The GIS Products being provided via this agreement are: _____

Polygons representing Appanoose County parcel, data attributes requested at minimum should include parcel land classification, complete situs address (house number and street, city, state, postal code) indication of whether parcel polygon contains a dwelling (can be dwelling assessed value, or presence absence) and indication of other building presence/absence or valuation. Building information is important to understand whether of not OCIO location addresses are active addresses that serviceable by a broadband provider or whether a location only been addressed but is not active.

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

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

Authorizing Signature: Patrick Wilke-Brown Date 6/29/2022

Print Name: Patrick Wilke-Brown

Title: Geospatial Coordinator

Company or Affiliation: State of Iowa, OCIO

Appanoose County acknowledges this Data Exchange Agreement as specified above:

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

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

GIS Technician
1200 Hwy 2 West
Centerville, Iowa 52544