

OFFICE OF THE  
*Appanoose County Auditor*

**KELLY HOWARD**

COURTHOUSE  
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Meeting Agenda  
December 19, 2022

The Appanoose County Board of Supervisors will meet Monday, December 19, 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 December 5, 2022 meeting
4. Approve reports (12/9 payroll)
5. Approve bills
6. Compensation Board: FY24 Elected Officials Salaries
7. Discuss/Approve FY24 Elected Officials Salaries
8. Approve GIS Data Acquisition Agreement: Real Estate Wealth Network
9. Accept County Treasurer Resignation
10. Approve Resolution #2022-37: Secondary Roads Quarterly Transfer (\$217,012.75)
11. Approve Resolution #2022-38: Setting Public Hearing on alley and street vacation in Walnut City.
12. John Hansen: Appanoose County Law Center (project progress update, review and approve change orders, review and approve pay request, discussions, and any necessary action)
13. County Engineer Report
14. Public Comments
15. Adjourn

Possible Closed Session pursuant to Iowa Code Chapter 20.17(3)-Collective Bargaining strategy meeting.

Posted 12/15/2022

December 5, 2022

Appanoose County Board of Supervisors met in regular session December 5, 2022 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Linda Demry, Chairperson, Mark McGill, and Jeff Kulmatycki Boardmembers. Absent: none.

The meeting started with the pledge.

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

McGill motioned to approve the minutes from the December 5, 2022 meeting. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve 11/25 payroll & FY22 Sundown Lake Financials. Seconded by Kulmatycki. All voted aye.

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

Alliant	Engineering Services	330.26
App Co Pub Hlth	Dues & Memberships	210.00
App Co Shooting Club	Educational & Train.Serv.	400.00
App Co Treas	Off. Supplies & Forms	305.11
Arrowhead Scientific	Law Enf. Equip & Weapons	123.04
Barco	Engineering Services	3135.25
Bratz Auto	Engineering Services	3700.00
Brown's Shoe	Engineering Services	125.00
C-D Supply	Custodial Supplies	565.08
Calhoun Burns	Engineering Services	8670.40
Cantera Aggregates	Engineering Services	12240.25
Capital One	Law Enf. Equip & Weapons	173.97
Card Services	Engineering Services	214.98
Cville Iron	Engineering Services	166.67
Cville Wtrwks	Electric Light & Power	683.72
Central IA Fasteners	Engineering Services	667.48
Chariton Valley Pl	Dues & Memberships	3500.00
Charm-Tex, Inc	Jail Equip. & Furniture	390.18
City Cville	Salary-Regular Employees	7416.09
City of Exline	Bridge & Culvert Maint.	1433.50
City of Plano	Maintenance Contract	171.57
City of Unionville	Maintenance Contract	126.95
J Cohrs	Educational & Train.Serv.	22.84
S Cole	Mileage & Transp. Expense	237.60
Davis Co Hospital	Medical & Health Services	6261.00
Davison Fuels & Oil	Fuels	43.75
Diamond Mowers	Engineering Services	248.88
S Dittmer	Legal Serv. Dep-Subp-Tran	1354.45
Don's Truck Sales	Engineering Services	229.64
Fareway	Food & Provisions	40.00
First Bkcd	Educational & Train.Serv.	174.00
Fogle TV	Equip. Parts & Supplies	15.73
Forbes Office Solns	Off. Supplies & Forms	46.85
Galls	Uniforms	188.99
Geotech Materials	Engineering Services	3146.70
GreatAmerica	Off. Supplies & Forms	199.57
Henderson Products	Engineering Services	434.84
ICEA	Educational & Train.Serv.	700.00
Interstate Batt	Engineering Services	535.80
IA Media Network	Official Pub.& Legal Not.	3.06
IA ME	Medical & Health Services	4278.00

ISSDA	Educational & Train.Serv.	800.00
ISAC	Educational & Train.Serv.	200.00
Kimball	Engineering Services	1113.91
R Lamb	Medical & Health Services	901.26
Lange FH	Funeral Services	900.00
Mail Serv	Vehicle Renewal Notices	620.98
MARC	Engineering Services	301.11
M McGill	Mileage & Transp. Expense	172.80
Mercy Med Ctr	Engineering Services	35.00
MHC Kenworth	Engineering Services	401.44
Midwest Wheel	Engineering Services	204.51
MMIT	Off. Supplies & Forms	5640.17
Natel	Off. Supplies & Forms	190714.00
O'Halloran Int'l	Engineering Services	1242.98
Ottumwa Glass	Building Perm. Improvemnt	475.00
Petty C-Sheriff	Postage & Mailing	11.85
Prof Computer	Off. Supplies & Forms	60472.67
Quick Shop	Transportation	90.00
Quill	Off. Supplies & Forms	171.93
RACOM	Law Enf. Equip & Weapons	4600.92
G Roefer	Medical & Health Services	300.00
M Sias	Salary-Regular Employees	1129.17
SJ Smith Co Inc	Engineering Services	217.96
D Sturms	Mileage & Transp. Expense	256.30
Tharp Funeral Home	Mileage & Transp. Expense	400.00
Thomas Funeral Home	Funeral Services	1800.00
US Bank	Educational & Train.Serv.	327.42
US Cellular	Telephone & Telegr.Serv.	768.86
Vanguard Appraisals	Appraisal & Consultant Se	250.00
Verizon	Contrib. & Purchase Serv	200.04
Wahltek	Radio and related equipme	1730.40
M Whisler	Educational & Train.Serv.	60.33
Windstream	Telephone & Telegr.Serv.	1538.07
World Data Corp	Books & Periodicals	330.00
Grand Total		341290.28

Roger Shindell from Carosh gave a HIPAA compliance update and renewal contract. McGill motioned to approve the CY23 HIPAA Select agreement. Seconded by Kulmatycki. All voted aye.

McGill motioned to open the public hearing for Appanoose County Ordinance No 54 at 9:22 A.M. Seconded by Kulmatycki. All voted aye. There were no public comments. McGill motioned to close the public hearing at 9:23 A.M. Seconded by Kulmatycki. All voted aye. The auditor read Ordinance No 54. Kulmatycki motioned to approve the first reading of Appanoose County Ordinance No 54: Readopting existing county code. Seconded by McGill. McGill motioned to waive the second and third readings. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve the DHS Contract for janitorial services by Rebecca Pfannebecker for \$45 per week. Seconded by McGill. All voted aye.

John Hansen provided an updated on the jail project. Certificates of Substantial Completion were presented. Change order #1-6 was presented. Kulmatycki motioned to approve Change Order #1-6 a deduct of \$7,000 to SG Construction. Seconded by McGill. All voted aye. The November pay application was presented. Kulmatycki motioned to approve the 11/1/2022 Pay Application in the amount of \$418,469.12. Seconded by McGill. All voted aye.

McGill motioned to approve Resolution 2022-35 (Utility Resolution for 2022 Values Payable FY2023-2024, a complete copy is available in the Auditor's Office). Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve Resolution 2022-36. Seconded by McGill. All voted aye.

RESOLUTION FOR REDUCED LEVEL OF MAINTENANCE TO AREA SERVICE "B" ROAD

Appanoose County Resolution No. 2022-36

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

WHEREAS, Appanoose County, after consultation with the County Engineer, has the authority to specify certain roads within the County as Area Service "B" 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 on the Area Service "B" System to provide for a reduced 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 21<sup>st</sup> of November, 2022 at 9:25 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 "B" road, with restricted access and a minimal level of maintenance.

That portion remaining of 550th Street commencing at the NE Corner of Section 24, Township 68N Range 18W, thence running along the North line of said Section 24 west 0.25 miles with a right-of-way width of 40 feet.

Resolution adopted the 5<sup>th</sup> day of December, 2022.

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

ATTEST: /s/Kelly Howard, Appanoose County Auditor

McGill motioned to approve the hiring of David Sulser as Motorgrader Operator. Seconded by Kulmatycki. All voted aye.

McGill motioned to accept the resignation of Matt Steen from Secondary Roads effective 12/9/2022. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to award the contract to Iowa Bridge and Culvert for \$584,006.48 and authorize the County Engineer sign associated documents for Iowa DOT Contract NO 04-C004-120. Seconded by McGill. All voted aye.

Kulmatycki motioned to award the contract to Inroads, LLC for \$4,174,747.67 and authorize the County Engineer sign associated documents for Iowa DOT Contract NO 04-C004-117. Seconded by McGill. All voted aye.

Public Comments: none.

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

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

Appanoose County Board of Supervisors

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Attest:

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Kelly Howard, Appanoose County Auditor

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

This Data Acquisition Agreement is entered into this 8th day of December, 2022 by and between Appanoose County AND

Real Estate Wealth Network (Hereinafter referred to as Customer)  
(Print or Type Customer Name)

8805 County Route 415 Campbell, NY 14821  
(Print or Type Customer Address)

407-448-7468  
(Print or Type Customer Contact Person) (Print or Type Customer Telephone Number)

Describe the intended use for the acquired data: \_\_\_\_\_

The GIS data will be used to compare the locations of different parcels in order for us to know how they relate to each other.

This will just be our guide to our real estate research on potential investments

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:** Data files that contains  
technical descriptions of the entire county boundaries, zoning, and parcel  
polygons.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



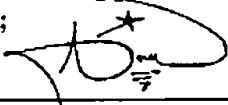
The period of time for which the Customer is allowed the right to use the GIS Products is:

1-2 years

Other restrictions imposed on the use of such Products are: \_\_\_\_\_

Customer shall pay Appanoose County a one-time fee of \$\_\_\_\_\_ 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:  Date 12/8/2022

Print Name: Ruth Alexandra Gabad

Title: Lead Manager

Company or Affiliation: Real Estate Wealth Network

Appanoose County acknowledges this Data Acquisition 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, IA 52544  
[jfoster@appanoosecounty.net](mailto:jfoster@appanoosecounty.net)



*Appanoose County Treasurers Office*

*Janet Davis, Treasurer*

*Courthouse*

*201 North 12<sup>th</sup> St*

*Centerville, IA 52544*

*Phone: 641-856-3097*

*Fax: 641-856-8104*

*Email: [mgrav@appanoosecounty.net](mailto:mgrav@appanoosecounty.net)*

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**December 8, 2022**

**To: Appanoose County Board of Supervisors**

**RE: Resignation**

This letter is to notify you that effective December 30, 2022, I will be resigning my position as the Appanoose County Treasurer.

Sincerely,

A handwritten signature in cursive script that reads "Janet Davis".

Janet Davis  
Appanoose County Treasurer

REC'D APP CO AUDITOR  
DEC 9 '22 AMB:48

**RESOLUTION 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 \$ \$217,012.75 is ordered to be transferred from the Rural Services Fund to the Secondary Road Fund, effective 12-19-2022.

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 12-19-2022 the vote being as follows:

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

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

Attest:

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

RESOLUTION NO. 2022-38

APPANOOSE COUNTY, IOWA

**RESOLUTION FOR CORRECTING THE PREVIOUS DEEDING OF A VACATED ALLEY TO MARK ALLGOOD AND PENNY ALLGOOD**

**WHEREAS**, Appanoose County previously vacated the following described alley and then sold the alley to Mark Allgood and Penny Allgood by way of Quit Claim Deed recorded on January 2, 2020 in Book 2020 at Page 6 of the records of the Appanoose County Recorder. Subsequently, it was discovered that the provisions of Iowa Code Sections and 331.361(2) and 331.305 were not fully complied with and that in order to clear title to the subject property, the transaction needs to be redone.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF APPANOOSE COUNTY, IOWA AS FOLLOWS:**

The following described vacated alley should be Deeded by way of a Corrected and Substituted Quit Claim Deed to Mark Allgood and Penny Allgood, husband and wife, subject to a Public Hearing being conducted \_\_\_\_\_ at \_\_\_\_\_ A.M., Notice of which is to be provided pursuant to Iowa Code Section 331.305:

All alleys and all of East Street and all of West Street in Walnut City, Appanoose County, Iowa, as platted in the Original Town Plat of 1858 located in the NW Quarter of the NW Quarter of Section 4, Township 69 North, Range 18 West in Appanoose County, Iowa. **EXCEPT** the East 20 feet of East Street, in Walnut City, Appanoose County, Iowa, located in NW Quarter of the NW Quarter of Section 4, Township 69 North, Range 18, in Appanoose County, Iowa.

Passed and approved this \_\_\_\_\_ day of December, 2022.

\_\_\_\_\_  
Chairperson, Appanoose County, Iowa

ATTEST:

\_\_\_\_\_  
Auditor