

OFFICE OF THE

*Appanoose County Auditor*

**KELLY HOWARD**

COURTHOUSE  
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**Meeting Agenda**

**January 16, 2023**

The Appanoose County Board of Supervisors will meet Monday, January 16, 2023 at 9:00 A.M. in the Boardroom of the Courthouse. Items on the agenda include:

1. Pledge
2. Declaration of items to be added to the agenda
3. Approve minutes of the January 3, 2023 meeting
4. Approve reports (1/6 payroll, Auditor & Recorder Quarterly Reports)
5. Approve bills
6. Jerry Power: County Insurance, CY23 Statement of Values
7. Approve CY23 Statement of Values
8. Approve Resolution 2023-2: Compensation of Members of Election Boards
9. Approve Farmers Mutual Broadband Development Agreement
10. Approve DHS tax suspension list
11. Appoint Tourism Committee member
12. Approve Quit Claim Deed: Alley and street vacation in Walnut City
13. John Hansen: Appanoose County Law Center (project progress update, review and approve change orders, review and approve pay request, discussions, and any necessary action)
14. County Engineer report
  - a. Approval of Departmental Policies
15. Public Comments
16. Adjourn

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

Posted 1/11/23

January 3, 2023

Appanoose County Board of Supervisors met in regular session January 3, 2023 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 19 & 21, 2022 meetings.

Seconded by Kulmatycki. All voted aye.

McGill motioned for Linda Demry to be Chairperson and Mark McGill Vice-Chairperson.

Seconded by Kulmatycki. All voted aye.

McGill motioned to hold the regular board meetings on the first and third Monday's of each month at 9 A.M. unless there is a holiday then it moves to Tuesday. Seconded by Kulmatycki. All voted aye.

McGill motioned to appoint the Moravia Union and Appanoose Weekly as official publications of Appanoose County. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve February 20, May 29, July 4, September 4, November 10, 23, 24, December 25, 26, 2023 and January 1, 2024 as holidays. Seconded by McGill. All voted aye.

McGill motioned to appoint Jerry Power and Jeff Boomgarden to the Civil Service Commission. Seconded by Kulmatycki. All vote aye. Kulmatycki motioned to appoint Jeff Boomgarden and Janet Davis as Board representatives on the Compensation Board. Seconded by McGill. All voted aye. Kulmatycki motioned to re-appoint Jessie Nicoletto to the Board of Health. Seconded by McGill. All voted aye. McGill motioned to appoint Vicky Malin on the Pioneer Cemetery Commission. Seconded by Kulmatycki. All voted aye. Marsha Mitchell is Chairperson of RASWC. Jim Adams and Clint Housh replaced Ralph Alshouse and Glenn Moritz. Kulmatycki motioned to re-appoint Charlotte Long and Neil Penfield to County Zoning. Seconded by McGill. All voted aye. McGill motioned to appoint Jeff Kulmatycki to the CHCSI (Leon) Board. Seconded by Demry. All voted aye. The Coordinating Council, Family Planning, SIRG can be scratched. McGill motioned to appoint Jeff Kulmatycki to the PACT Board. Seconded by Demry. All voted aye. Kulmatycki motioned to re-appoint Gary Anderson to the E-911 Board. Seconded by McGill. All voted aye. Kulmatycki motioned to appoint Garrett White to the Centerville Zoning Board of Adjustment. Seconded by McGill. All voted aye. All other committee appointments remain the same.

McGill motioned to approve 12/23/22 payroll, 11/22 Prisoner Room & Board and Sheriff Quarterly Report. Seconded by Kulmatycki. All voted aye.

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

Access Sys	Off. Supplies & Forms	108.00
Alliant	Electric Light & Power	799.68
Bailey Off	Off. Supplies & Forms	42.79
L Ballanger	Election Official Comp	203.58
Dennis Beeson	Election Official Comp	8.64
C Bradley	Election Official Comp	20.00
L Bradley	Election Official Comp	20.00
Brown's Shoe	Engineering Services	114.75
C-D Supply	Custodial Supplies	592.59
Cantera Aggregates	Engineering Services	8635.92
Capital One	Jail Equip. & Furniture	296.85
Capital Sanitary Supply	Off. Equip Repair & Maint	80.53

V Caraccio	Rent Payments	500.00
Cville Wtrwks	Water & Sewer	234.86
City of Ottumwa/SIRG	Construction & Maint.	8783.74
K Cossolotto	Election Official Comp	168.78
Davison Fuels & Oil	Fuels	116.80
Diamond Mowers	Engineering Services	280.81
Eastern IA Tire	Engineering Services	2559.04
Emergency Services Marketing	E911 Telephone Expense	2725.00
Fareway	Food & Provisions	39.44
First Bkcd	Dues & Memberships	1256.99
Fogle TV	E911 Equip Repair & Maint	33.90
Forbes Office Solns	Off. Supplies & Forms	46.85
D Gee	Contract Services	149.00
S Golic	Election Official Comp	163.15
GreatAmerica	Off. Supplies & Forms	191.49
H&L Mack Truck	Engineering Services	311.87
Jim Hawk Truck	Engineering Services	40.00
Hills San	Engineering Services	231.00
Holiday Inn	Educational & Train.Serv.	1159.20
Housby Mack	Engineering Services	220.62
Impressive Designs	Off. Supplies & Forms	378.00
Inland Truck Parts	Engineering Services	21.24
IA Div Labor	Heat-Cool-Elevator-Rpr-Mn	40.00
B Kauzlarich	Election Official Comp	20.00
Kimball	Engineering Services	302.18
R Lamb	Mileage & Transp. Expense	302.52
K Laurson	Off. Supplies & Forms	73.38
Legislative Serv Agency	Books & Periodicals	160.00
Lucas Co Sheriff	Legal Serv. Dep-Subp-Tran	36.50
Mainstay Sys	Law Enf. Equip & Weapons	1749.00
McCoy Legal Serv	Legal & Ct-Related Serv.	840.00
M McGill	Mileage & Transp. Expense	259.20
Menards	Engineering Services	399.75
Mercy Med Ctr	Engineering Services	35.00
Midwest Wheel	Engineering Services	1160.93
M McCoy	Educational & Train.Serv.	35.98
Natel	Telephone & Telegr.Serv.	912.02
O'Halloran Int'l	Engineering Services	694.37
Owl Pharm	Prescriptions & Medicine	89.88
Petty C-Sheriff	Law Enf. Equip & Weapons	39.96
R Pfannebecker	Building Repair & Maintce	180.00
Quick Shop	Transportation	150.69
Quill	Off. Supplies & Forms	189.80
Rainbo Oil	Engineering Services	6181.12
River Hills	Medical & Health Services	519.00
G Roefer	Medical & Health Services	100.00
N Shilling	Educational & Train.Serv.	16.05
M Sias	Salary-Regular Employees	1129.17
Sign Solutions	Engineering Services	2617.52
B Skinner	Educational & Train.Serv.	23.21
Stericycle	Medical Supplies	277.80
Summit Co	Engineering Services	1778.75
Thomas Funeral Home	Funeral Services	1800.00
US Bank	Educational & Train.Serv.	1955.88
US Cellular	Telephone & Telegr.Serv.	474.02
Verizon	Contrib. & Purchase Serv	200.04
Walker Welding	Engineering Services	96.18

Wapello Co Aud	Legal & Ct-Related Serv.	579.66
Windstream	Telephone & Telegr.Serv.	201.88
W A Wright	Engineering Services	3075.00
Grand Total		59231.55

Mike Shill and Jon Kenney from Natel provided a Broadband Project update.

McGill motioned to approve Resolution #2023-01. Seconded by Kulmatycki. All voted aye.

#### RESOLUTION #2023-01

#### CONSTRUCTION EVALUATION RESOLUTION

WHEREAS, Iowa Code section 459.304(3) sets out the procedure if a board of supervisors wishes to adopt a "construction evaluation resolution" relating to the construction of a confinement feeding operation structure; and

WHEREAS, only counties that have adopted a construction evaluation resolution can submit to the Department of Natural Resources (DNR) an adopted recommendation to approve or disapprove a construction permit application regarding a proposed confinement feeding operation structure; and

WHEREAS, only counties that have adopted a construction evaluation resolution and submitted an adopted recommendation may contest the DNR's decision regarding a specific application; and

WHEREAS, by adopting a construction evaluation resolution the board of supervisors agrees to evaluate every construction permit application for a proposed confinement feeding operation structure received by the board of supervisors between February 1, 2023 and January 31, 2024 and submit an adopted recommendation regarding that application to the DNR; and

WHEREAS, the board of supervisors must conduct an evaluation of every construction permit application using the master matrix created in Iowa Code section 459.305, but the board's recommendation to the DNR may be based on the final score on the master matrix or may be based on reasons other than the final score on the master matrix;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF APPANOOSE COUNTY that the Board of Supervisors hereby adopts this construction evaluation resolution pursuant to Iowa Code section 459.304(3).

/s/Linda Demry, Chair, Board of Supervisors

Date: 1/3/2023

ATTEST: /s/ Kelly Howard, County Auditor

Date: 1/3/2023

Amanda Smith and Sam Robinson from the Moravia Public Library submitted a funding request. Demry asked about grant applications. They are applying for three. Demry stated they will take their request into consideration when preparing the budget. No action was taken

McGill motioned to open the alley street vacation in Walnut City public hearing at 9:15 A.M. Seconded by Kulmatycki. All voted aye. The Quit Claim Deed lists all alleys and some of them already have ownership. McGill motioned to close the public hearing at 9:16 A.M. Seconded by Kulmatycki. All voted aye. McGill motioned to table approving the Quit Claim Deed. Seconded by Kulmatycki. All voted aye.

McGill motioned to accept the resignation of Paula Stickler effective 12/15/2022. Seconded by Kulmatycki. All voted aye. Kulmatycki motioned to accept the resignation of Anthony Salato effective 1/16/2023. Seconded by McGill. All voted aye.

McGill motioned to approve voiding Treasurer check #8943 for \$32 and #9027 for \$3,204.29. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve the deputy appointments for Stephanie McDonald, Deputy Recorder, Cynthia Bartels, Michelle Baldwin, Michelle Gray, Tara Micetich and Marla Smith Deputy Treasurer's. Seconded by McGill. All voted aye.

McGill motioned to approve the Deputy Recorder Salary (Stephanie McDonald) at \$46,529.53 effective 1/3/2023. Seconded by Kulmatycki. All voted aye.

John Hansen was not present

County Engineer, Brad Skinner, provided an update to the board. They recently did snow removal. An updated equipment schedule was provided. The FY24 Construction Program will see a decrease in bridge projects and an increase in brush control. A letter has been sent to the railroad regarding replacing the Boyer Ridge Bridge in 4-5 years.

Public Comments: McGill motioned to have the Auditor advertise for a part-time custodian. Seconded by Kulmatycki. All voted aye. Kulmatycki motioned to approve the hiring of Tara Micetich as full-time Deputy Treasurer with a starting salary of \$39,217.75 effective 1/3/2023. Seconded by McGill. All voted aye.

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

The Board adjourned to meet the call of the Auditor at 9:24 A.M.

Appanoose County Board of Supervisors

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

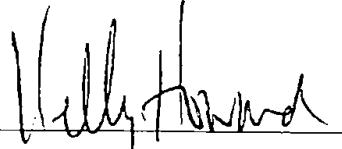
Attest:

\_\_\_\_\_  
Kelly Howard, Appanoose County Auditor

STATE OF IOWA, APPANOOSE COUNTY  
TO THE BOARD OF SUPERVISORS OF APPANOOSE COUNTY, IOWA

I, Kelly Howard, Auditor of the above-named County and State do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the quarter ended December 30, 2022, and the same has been paid to the proper authorities as per duplicate voucher as attached:

Plat Books	\$160.00
Copy Work	\$40.00
Misc.	<u>\$0.0</u>
Total	<u><u>\$200.00</u></u>

RESPECTFULLY SUBMITTED,   
County Auditor

1/05/23 13:16:17

Miscellaneous Receipt  
Appanoose County Treasurer

01/05/2023

Receipt# 21464

Received from Customer R 200 Appanoose County Auditor

<u>Payment Method</u>	<u>Amount</u>	<u>Check#</u>	<u>Paid by</u>
2 Check	200.00	1038	Appanoose County Auditor

#	Fund	Function	Rev	Dept	Prj	Sub	Post	Earned	Amount
1	01000	3	09000	5500	02		1	12/30/2022	200.00
		Photocopy/FAX Fees							
		K200 - Qtrly Report - SB							

Total Amount 200.00

# County Recorder's Report of Fees Collected

(See Chapter 842, Code)

STATE OF IOWA,

Appanoose County, } ss.

TO THE BOARD OF SUPERVISORS OF Appanoose COUNTY:

I, Mægan Messamaker, Recorder of the above named County and State, do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the quarter ending, December 31, 2022, and the same has been paid to the County Treasurer, as per duplicate voucher No 21350, 21351, 21421, 21422, 21479, 21480 hereto attached:

For Recording Deeds	3350.00
For Real Estate Mortgages	8920.00
For Releases and Assignments	950.00
For Hunting and Fishing Licenses Writing Fees	423.75
For Furnishing Certified Copies of Records - Xerox Copies	424.85
Motor Boat Registration Writing Fees	31.25
Miscellaneous	3670.00
Snowmobile & ATV Writing Fees	113.75
R. E. Transfer Tax - 17.25%	7450.85
Vital Records - 40%	1336.00
County Conservation - 50% Boat Titles	30.00
Total	26,699.95

All of which is respectfully submitted.

Mægan Messamaker  
County Recorder.

Subscribed and sworn to before me by Mægan Messamaker

County Recorder, this 10<sup>th</sup> day of January, 2023

Kelly Arnd  
Auditor Appanoose County.



## Statement of Values

**Insured Name:** Appanoose County  
**Mailing Address:** 201 N 12th St  
 Centerville, IA 52544

**Policy Number:** PEP 2851477  
**Effective Date:** 01/01/2023  
**Expiration Date:** 01/01/2024

**\*Coverage Codes:** B = Building; BPP = Business Personal Property; S = Stock; PPO = Personal Property of Others;  
 PIO = Property in the Open

**\*\*Valuation:** ACV = Actual Cash Value; RC = Replacement Cost; ACV/AV or RC/AV = Agreed Value;  
 FBV = Functional Building Value

(Required if FBV is requested: Must provide additional information to provide details how the building will be replaced)

Location-Building #	*Coverage Code	Description /Occupancy /Location of Property	**Valuation	Values	Coinsurance Percentage
1-1	B	201 N 12th St Centerville, IA 52544 Courthouse	RC	\$8,401,600	90%
1-1	BPP	201 N 12th St Centerville, IA 52544 Courthouse	RC	\$299,400	90%
2-1	B	209 E Jackson St Centerville, IA 52544-1805 Human Services Building	RC	\$690,800	90%
2-1	BPP	209 E Jackson St Centerville, IA 52544-1805 Human Services Building	RC	\$93,700	90%
3-1	B	1200 IA-2 Centerville, IA 52544-1205 Garage/Office	ACV	\$252,800	90%
3-1	BPP	1200 IA-2 Centerville, IA 52544-1205 Garage/Office	RC	\$172,800	90%
3-2	B	1200 IA-2 Centerville, IA 52544-1205 Truck Garage	ACV	\$46,000	90%
3-3	B	1200 IA-2 Centerville, IA 52544-1205 Sign Maintenance Building	ACV	\$143,900	90%
3-3	BPP	1200 IA-2 Centerville, IA 52544-1205 Sign Maintenance Building	RC	\$69,100	90%
3-4	B	1200 IA-2 Centerville, IA 52544-1205 Storage Building	ACV	\$4,600	90%
3-5	B	1200 IA-2 Centerville, IA 52544-1205 Office Building	RC	\$238,200	90%
3-5	BPP	1200 IA-2 Centerville, IA 52544-1205 Office Building	RC	\$98,600	90%
3-6	B	1200 IA-2 Centerville, IA 52544-1205 Storage Shed	RC	\$9,200	90%
3-6	BPP	1200 IA-2	RC	\$57,700	90%

		Centerville, IA 52544-1205 Storage Shed			
3-7	B	1200 IA-2 Centerville, IA 52544-1205 Truck Wash Bay	RC	\$46,000	90%
3-8	B	1200 IA-2 Centerville, IA 52544-1205 Salt Storage	RC	\$60,600	90%
3-9	BPP	1200 IA-2 Centerville, IA 52544-1205 Fuel Tanks	RC	\$134,100	90%
4-1	B	100 N Main St Moulton, IA 52572-1318 Garage	ACV	\$12,900	90%
5-1	B	19039 Highway T14 Mystic, IA 52574 Shed with Bathroom	RC	\$116,100	90%
6-1	B	13469 523rd St Centerville, IA 52544 Garage	ACV	\$12,900	90%
7-1	B	E 2nd St N Exline, IA 52555 Garage	RC	\$12,900	90%
8-1	B	E Montgomery St Moravia, IA 52571 Garage	RC	\$12,900	90%
9-1	BPP	1119 W Van Buren Centerville, IA 52544 Storage Building	RC	\$11,600	90%
10-1	B	25100 520th St Centerville, IA 52544-8810 Shelter House	RC	\$44,200	90%
10-2	B	25100 520th St Centerville, IA 52544-8810 Restrooms	RC	\$6,000	90%
10-3	B	25100 520th St Centerville, IA 52544-8810 Conservation Display Building	RC	\$313,300	90%
10-3	BPP	25100 520th St Centerville, IA 52544-8810 Conservation Display Building	RC	\$30,900	90%
10-4	B	25100 520th St Centerville, IA 52544-8810 Garage	RC	\$195,800	90%
11-1	PIO	25020 520th St Centerville, IA 52544-8811 Playground Equipment	RC	\$12,900	90%
12-1	B	210TH AVE Centerville, IA 52544 Shelter House	RC	\$31,500	90%
12-2	B	210TH AVE Centerville, IA 52544 Shelter House	RC	\$18,800	90%
12-3	PIO	210TH AVE Centerville, IA 52544	RC	\$19,300	90%

		Playground Equipment			
12-4	B	210TH AVE Centerville, IA 52544 Restrooms	RC	\$92,100	90%
13-1	B	518 South St Unionville, IA 52594 Garage	ACV	\$12,900	90%
14-1	BPP	19999 Old Hwy 5 Centerville, IA 52544-1606 Office	RC	\$5,900	90%
15-1	B	22158 Dewey Rd Centerville, IA 52544 Law Enforcement Center	RC	\$7,400,000	90%
15-1	BPP	22158 Dewey Rd Centerville, IA 52544 Law Enforcement Center	RC	\$200,000	90%

**INSURED**

All values submitted are correct to the best of my belief.

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

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

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

**AGENT**

Statement of Values Submitted by:

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

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

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

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

The information provided in this Statement of Values is the current information you have provided to us updated for renewal. By providing this Statement of Values for your review, we do not make any warranties that this information is a true and accurate reflection of the exposures to be covered under this policy and this Statement of Values shall not be construed as waiving any of the terms and conditions of your policy. Please review each item, make any changes needed, obtain the required signatures, and return this to us.

**Resolution 2023-2**  
**Compensation of Members of Election Boards**

WHEREAS, Iowa Code § 49.20 authorizes the county board of supervisors to establish the compensation of members of election boards, and

WHEREAS, it is vital to the Appanoose County elections process to build and maintain a strong pool of election board members;

WHEREAS, it is recommended by the State Auditor's Office the compensation rate be established on a yearly basis, and

NOW, THEREFORE BE IT RESOLVED that the Appanoose County Board of Supervisors hereby authorizes that, effective January 16, 2023 and until the end of the calendar year the following:

Regular Election Officials

7:00 A.M. Openings (all day): \$160

12:00 P.M. Openings (half day): \$90

Chairpersons

7:00 A.M. Openings (all day): \$180

12:00 P.M. Openings (half day): \$100

Absentee Board: \$13 per hour, maximum \$160

On-Call Workers: \$30, maximum five on-call workers

Election School Pay Rate: \$20

Post-Election Audit Pay Rate: \$20

Mileage Rate: \$0.45 per mile. Mileage is paid only when traveling more than five miles to the polls, election school, and picking up and returning election equipment.

PASSED and ADOPTED this 16<sup>th</sup> day of January, 2023.

AYES:

NAYS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Auditor

## **BROADBAND DEVELOPMENT AGREEMENT**

THIS BROADBAND DEVELOPMENT AGREEMENT (this "Agreement") is dated December \_\_, 2022 and is between the County of Appanoose, a county government in the State of Iowa ("County") and Farmers Mutual Cooperative Telephone Company d/b/a Farmers Mutual Communications, an Iowa cooperative ("FMC").

### **Recitals**

FMC is a community-based rural broadband provider and intends to deploy fiber-to-the-premises broadband service within unserved and underserved areas of Appanoose County (such project the "Broadband Project").

The County is a recipient of federal Coronavirus State and Local Fiscal Recovery Funds "CSLFR Funds") under Section 602 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021) ("ARP Act").

FMC has requested that the County provide financing assistance to FMC related to the costs of the Broadband Project.

The County has determined that the Broadband Project is an eligible broadband infrastructure project under the ARP Act and that its construction will improve broadband access, affordability, and reliability in unserved or underserved rural areas within the County.

### **Agreement**

NOW THEREFORE, the parties hereby agree as follows:

#### **A. FMC's Obligations**

1. FMC shall develop, construct, and complete the Broadband Project consistent with the applicable rules and regulations governing its receipt of CSLFR Funds, including federal funding requirements applicable to a grant of CSLFR Funds under the ARP Act.

2. FMC shall construct the Broadband Project in substantial compliance with the construction and disbursement schedule attached as Exhibit A.

3. FMC shall have the exclusive right to control all activities concerning construction of the Broadband Project. FMC shall construct or cause its contractors and subcontractors to construct the Broadband Project in a workmanlike manner and otherwise in accordance with ordinary industry standards and applicable legal and regulatory requirements. Upon completion of construction, FMC will own, maintain, and insure the Broadband Project, and no portion of the Broadband Project shall be owned by the County or considered public infrastructure.

**B. County's Obligations**

1. Subject to FMC's compliance with its obligations set out above, the County shall make payments to reimburse a portion of FMC's actual costs of constructing the Broadband Project, as such amounts are documented by FMC and confirmed by the County in accordance with the CSLFR Requirements. All payments (whether lump sum or installments) shall be made in accordance with the construction and disbursement schedule attached as Exhibit A, provided the total amount of the payments shall not exceed \$360,000.00. Such payments shall not constitute general obligations of the County, but shall be made solely and only from allocated CSLFR Funds.

2. The County shall cooperate with FMC and work in good faith expeditiously toward the successful funding and completion of the Broadband Project. Subject to FMC's compliance with its obligations set out above, the County shall not at any time voluntarily engage, directly or indirectly, in any actions intended to frustrate the purpose and intent of the parties to move forward with the Broadband Project or to make the Broadband Project more burdensome or less desirable to FMC.

**C. Miscellaneous Provisions**

1. Term. The term of this Agreement shall commence on the date set forth above and shall end on the date that the last of the payments due under the terms of this Agreement is paid. If FMC does not commence construction of the Broadband Project on or before \_\_\_\_\_, 2023, then this Agreement shall be null and void.

2. Default. A party shall be in default under this Agreement if (a) such party makes a general assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief; (b) an involuntary petition in bankruptcy or other insolvency action is filed against such party and is not dismissed within one hundred and twenty (120) days; (c) such party fails to observe and perform the terms and provisions of this Agreement and such failure continues for a period of sixty (60) days after written notice from the other party (or if such failure is not susceptible of a cure with such sixty (60) day period, cure has not been commenced and diligently pursued thereafter). In the event of a default by one party, the non-defaulting party may: (i) terminate this Agreement, in whole or in part, in which event the non-defaulting party shall have no further duties or obligations hereunder, or (ii) pursue any legal remedies it may have under applicable law or principles of equity relating to such default, including an action for damages, specific performance or injunctive relief.

3. Force Majeure.

(a) Notwithstanding any other provision of this Agreement, neither party shall be liable for any failure or delay in performing its obligations, or for any loss or damage, resulting from any event or circumstance beyond the reasonable control of the affected party and that was not reasonably foreseeable, or if foreseeable could not have been prevented or avoided by the affected party through the exercise of due diligence, including but not limited to

an earthquake, tornado, hurricane, derecho, fire, flood, lightning, sinkhole or other forces of nature, acts of war, terrorism (including cyberterrorism), or civil unrest, national or industry-wide strikes, lockouts or other labor unrest, epidemics, pandemics or actions of a governmental authority that were not requested, promoted, caused by or imposed as a result of actions of failures to act of the affected party (each a “Force Majeure Event”). A Force Majeure Event shall not include economic hardship, changes in market conditions, labor availability (except national or industry-wide strikes, lockouts or other labor unrest); late delivery or shortage of materials, consumable, equipment or utilities; adverse climatic conditions or non-performance or delay by any contractor, unless such event is otherwise caused by a Force Majeure Event.

(b) A party whose performance is impacted by a Force Majeure Event shall provide immediate notice to the other party of the circumstances giving rise to a claim of a Force Majeure Event and shall act diligently and make commercially reasonable efforts to minimize the impact of the Force Majeure Event on its performance. Each party shall bear its own costs and expenses incurred in connection with a Force Majeure Event (including for any efforts to mitigate the effect or impact of the Force Majeure Event), and neither shall seek recovery of such costs or expenses from the other party.

(c) The deadline by when a party must perform an obligation under this Agreement, other than payment of money, shall be postponed by the period of time by which the party’s ability to perform that obligation is materially prevented or interfered with by a Force Majeure Event. A Force Majeure Event shall under no circumstances excuse a party from failure to honor its indemnity obligations as set forth above.

4. No Partnership. The relationship between the parties shall not be that of partners, agents, or joint venturers of or for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including but not limited to federal income tax purposes. Neither party will have any responsibility or liability of any kind to any subcontractors or third parties providing services to or for the benefit of the other party. Except as otherwise specified herein, each party will be free to manage and control its business and communications network and systems as it sees fit, without the management, control or assistance of the other party.

5. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

6. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties hereto with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

7. Binding Effect; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement and the rights and obligations hereunder may not be assigned by a party hereto without the written consent of the other party hereto.

8. No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever.

9. Amendment. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

10. Waiver. No waiver by a party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by a party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11. Governing Law. This Agreement (and any claims, causes of action or disputes that may be based upon, arise out of or relate to the transactions contemplated hereby or thereby, to the negotiation, execution or performance hereof or thereof, or to the inducement of any party to enter herein or therein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute, or otherwise) shall in all respects be governed by and construed in accordance with the internal laws of the State of Iowa without giving effect to any choice or conflict of law provision or rule (whether of the State of Iowa or any other jurisdiction).

12. Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be signed, in their names and on their behalf, by their duly authorized officers, all as of the day and date written above.

*[Signature page follows]*



APPANOOSE COUNTY

By: \_\_\_\_\_  
Chair, Board of Supervisors

Attest:

\_\_\_\_\_  
Vice Chair

FARMERS MUTUAL COOPERATIVE  
TELEPHONE COMPANY d/b/a  
FARMERS MUTUAL COMMUNICATIONS

By: \_\_\_\_\_  
Name: Tammy Wheeler  
Title: \_\_\_\_\_

**Exhibit A**

Construction and Disbursement Schedule

Funds will be disbursed upon request of FMC for completion of the broadband project.

APPANOOSE COUNTY TREASURER  
201 North 12th Street  
CENTERVILLE, IOWA 52544  
Phone: 641-856-3097  
FAX: 641-856-8104  
E-MAIL: [jsalstrand@appanoosecounty.net](mailto:jsalstrand@appanoosecounty.net)

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January 11, 2023

Tracy Larsen  
Iowa Department of Human Services  
410 South 11<sup>th</sup> St  
PO Box 290  
Oskaloosa, Iowa 52577

**RE: Tax Suspensions**

Ms. Larsen,

Attached you will find a list of names and real estate parcels which we show as suspended through the Department of Human Services in Appanoose County. In accordance with Chapter 427.9 and 427.11 Code of Iowa, these names were certified by the Department of Human Services to the Appanoose County Board of Supervisors. Would you please certify to the Appanoose County Treasurer whether these names listed currently qualify for the tax suspension in Chapter 427.9 and 427.11? If they do not qualify, please list the date the suspension was cancelled so the Treasurer may mark the county system/record accordingly and proceed with collection of the taxes owed. Thank you for your assistance in this matter.

Appanoose County Board of Supervisors

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Linda Demry, Chairperson

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Mark McGill

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Jeff Kulmatycki



Jennifer Salstrand, Appanoose County  
Treasurer

**QUIT CLAIM DEED  
Recorder's Cover Sheet**

**Preparer Information:** Alan M. Wilson, 107 W. Jackson Street, PO Box 469, Corydon, IA 50060, Phone: 6418722343

**Taxpayer Information:** Mark and Penny Allgood, 300 W. Washington, Centerville, IA 52544

**Return Document To:** Mark and Penny Allgood, 300 W. Washington, Centerville, IA 52544

**Grantors:** Appanoose County, Iowa

**Grantees:** Mark Allgood and Penny Allgood

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**



## QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, Appanoose County, Iowa, a corporation organized and existing under the laws of Iowa, does hereby Quit Claim to Mark Allgood and Penny Allgood, as husband and wife as joint tenants with full rights of survivorship and not as tenants in common all our right, title, interest, estate, claim and demand in the following described real estate in Appanoose County, Iowa:

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.

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

**This deed is exempt according to Iowa Code 428A.2(10).**

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: \_\_\_\_\_.

Appanoose County, Iowa, an Iowa Corporation



By \_\_\_\_\_  
Linda Demry, Chair Person, Appanoose  
County Board of Supervisors

STATE OF IOWA, COUNTY OF APPANOOSE

This record was acknowledged before me on \_\_\_\_\_,  
by Linda Demry, as Chair Person, Appanoose County Board of Supervisors, of Appanoose  
County, Iowa a corporation.

\_\_\_\_\_  
Signature of Notary Public

**Project Cost Report**  
**Appanoose County Law Enforcement Center**  
 Centerville, Iowa 52544

For Invoices and Work Completed as of January 1, 2023

Description	Estimated Value	Original Contract Value	Change Orders to Date	Revised Contract Value	WORK COMPLETED		Total Billed to Date (Less Retainage)	Percent Completed	Balance to Finish Including Retainage	Retainage Held to Date
					Billed Previously	Current Bill				
<b>1. Architectural Fees - Rick Weidner AIA</b>										
Design Fees										
1. Schematic Design - 20%	\$97,865.00	\$97,865.00	\$0.00	\$97,865.00	\$97,865.00		\$97,865.00	100%	\$0.00	
2. Design Development - 15%	\$73,398.00	\$73,398.00	\$0.00	\$73,398.00	\$73,398.00		\$73,398.00	100%	\$0.00	
3. Construction Documents - 40%	\$195,729.00	\$195,729.00	\$0.00	\$195,729.00	\$195,729.00		\$195,729.00	100%	\$0.00	
4. Bidding Phase - 5%	\$24,466.00	\$24,466.00	\$0.00	\$24,466.00	\$24,466.00		\$24,466.00	100%	\$0.00	
5. Construction Phase - 20%	\$97,865.00	\$97,865.00	\$0.00	\$97,865.00	\$97,865.00		\$97,865.00	100%	\$0.00	
6. Reimbursable - Allowance	\$8,000.00	\$8,000.00	(\$4,653.00)	\$3,347.00	\$2,704.21		\$2,704.21	81%	\$642.79	
7. Not Used	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$0.00	
8. Not used	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$0.00	
<b>Total for Rick Weidner AIA</b>	<b>\$497,323.00</b>	<b>\$497,323.00</b>	<b>(\$4,653.00)</b>	<b>\$492,670.00</b>	<b>\$492,027.21</b>	<b>\$0.00</b>	<b>\$492,027.21</b>	<b>100%</b>	<b>\$642.79</b>	<b>\$0.00</b>
<b>2. Midwest Construction Consultants</b>										
1. Construction Management Fee	\$281,245.00	\$281,245.00	\$0.00	\$281,245.00	\$281,245.00	\$1,830.00	\$281,245.00	100%	\$0.00	
2. On-Bid Allowance	\$135,500.00	\$135,500.00	\$35,965.00	\$171,465.00	\$171,465.00	\$692.23	\$171,465.00	100%	\$0.00	
3. Reimbursable Allowance	\$15,000.00	\$15,000.00	(\$3,500.00)	\$11,500.00	\$11,500.00		\$11,500.00	100%	\$0.00	
4. Bid Document Preparation - Direct Cost	\$10,000.00	\$10,000.00	(\$1,350.00)	\$8,650.00	\$8,650.00		\$8,650.00	100%	\$0.00	
5. Equipment Allowance	\$10,000.00	\$10,000.00	(\$6,226.00)	\$3,774.00	\$3,774.00		\$3,774.00	100%	\$0.00	
<b>Total For MCC</b>	<b>\$471,745.00</b>	<b>\$471,745.00</b>	<b>\$35,965.00</b>	<b>\$507,710.00</b>	<b>\$475,679.00</b>	<b>\$2,522.23</b>	<b>\$475,679.00</b>	<b>100%</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>3. Owner Consultants</b>										
1. Bonding & Legal Fees	\$12,000.00	\$12,000.00	\$4,838.06	\$16,838.06	\$16,838.06		\$16,838.06	100%	\$0.00	
2. Bond Issuance Costs	\$75,000.00	\$75,000.00	\$59,254.72	\$134,254.72	\$134,254.72		\$134,254.72	100%	\$0.00	
3. Soils Report - Kingner Geotechnics	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00	\$5,000.00		\$5,000.00	100%	\$0.00	
4. Survey - Staking Allowance - Hall Engineering	\$2,000.00	\$2,000.00	(\$1,442.00)	\$558.00	\$558.00		\$558.00	100%	\$0.00	
5. Civil Engineering - Hall Engineering	\$23,600.00	\$23,600.00	\$0.00	\$23,600.00	\$23,600.00		\$23,600.00	100%	\$0.00	
6. Lab Testing Services - Kingner Geotechnics	\$7,500.00	\$7,500.00	(\$3,926.33)	\$3,573.67	\$3,573.67		\$3,573.67	100%	\$0.00	
7. Land Acquisition -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$0.00	
<b>Total For Owner Consultants</b>	<b>\$125,100.00</b>	<b>\$125,100.00</b>	<b>\$58,730.45</b>	<b>\$183,830.45</b>	<b>\$183,830.45</b>	<b>\$0.00</b>	<b>\$183,830.45</b>	<b>100%</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>4. Construction Costs</b>										
<b>Bid Package I</b>										
1. General Construction - S G Construction	\$0.00	\$0.00	\$113,266.55	\$113,266.55	\$113,266.55		\$113,266.55	100%	\$0.00	
2. Safety Fences & Fencing - Nier Detention	\$1,042,355.00	\$1,042,355.00	\$1,354.68	\$1,043,709.68	\$1,043,709.68		\$1,043,709.68	94%	\$1,043,709.68	\$1,043,709.68
3. Plumbing - Terry's P & H	\$563,883.00	\$563,883.00	\$14,853.00	\$578,736.00	\$578,736.00		\$578,736.00	100%	\$0.00	
4. HVAC - Protek Mechanical	\$196,599.00	\$196,599.00	\$13,853.00	\$210,452.00	\$210,452.00		\$210,452.00	100%	\$0.00	
5. Electrical - Van Maanen	\$251,055.00	\$251,055.00	\$291,055.00	\$542,110.00	\$542,110.00	\$31,408.06	\$542,110.00	99%	\$31,408.06	\$31,408.06
6. Fire Security - Wiggins Contracting	\$132,124.00	\$132,124.00	\$132,124.00	\$264,248.00	\$264,248.00		\$264,248.00	100%	\$0.00	
<b>Total Construction Costs</b>	<b>\$1,124,577.00</b>	<b>\$1,124,577.00</b>	<b>\$144,429.23</b>	<b>\$1,269,006.23</b>	<b>\$1,269,006.23</b>	<b>\$31,408.06</b>	<b>\$1,269,006.23</b>	<b>99%</b>	<b>\$31,408.06</b>	<b>\$31,408.06</b>
<b>5. Project Expenses - Allowances</b>										
1. Job Toilet	\$2,500.00	\$2,500.00	\$1,123.60	\$3,623.60	\$3,623.60	\$257.04	\$3,623.60	100%	\$0.00	
2. Job Trailer - Temp Off Pod - A-1 Mobile Storage	\$0.00	\$3,500.00	(\$1,300.00)	\$2,200.00	\$2,200.00		\$2,200.00	100%	\$0.00	
3. Centerville Water	\$0.00	\$0.00	\$269.21	\$269.21	\$269.21		\$269.21	100%	\$0.00	
4. Temporary Electric	\$4,500.00	\$4,500.00	\$12,802.19	\$17,302.19	\$17,302.19		\$17,302.19	100%	\$0.00	
5. Temporary Heat	\$4,500.00	\$4,500.00	(\$4,500.00)	\$0.00	\$0.00		\$0.00	0%	\$0.00	
6. Permits & Fees	\$2,300.00	\$2,300.00	\$5,000.02	\$7,300.02	\$7,300.02		\$7,300.02	100%	\$0.00	
7. Purchase Orders	\$0.00	\$0.00	\$118,795.20	\$118,795.20	\$118,795.20	\$1,820.00	\$118,795.20	100%	\$0.00	
8. 911 Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$0.00	
9. Phone / Data Wiring & Systems	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$0.00	
10. Final Cleaning	\$1,250.00	\$1,250.00	(\$1,250.00)	\$0.00	\$0.00		\$0.00	0%	\$0.00	
11. Dumpster Fees	\$8,000.00	\$8,000.00	\$2,274.25	\$10,274.25	\$9,956.25	\$318.00	\$10,274.25	100%	\$0.00	
12. Metal Building	\$92,000.00	\$92,000.00	\$88,116.74	\$88,116.74	\$88,116.74		\$88,116.74	100%	\$0.00	
13. Water Main Installation - Joiner Construction	\$0.00	\$90,390.00	(\$5,975.00)	\$84,415.00	\$84,415.00		\$84,415.00	100%	\$0.00	
14. Rebates	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$0.00	
<b>Total Project Expense Allowance</b>	<b>\$115,050.00</b>	<b>\$116,940.00</b>	<b>\$216,928.21</b>	<b>\$333,866.21</b>	<b>\$331,371.17</b>	<b>\$2,495.04</b>	<b>\$333,866.21</b>	<b>100%</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>6. Contingency</b>	<b>\$100,000.00</b>	<b>\$1,583,500.06</b>	<b>(\$441,315.91)</b>	<b>\$1,142,184.15</b>	<b>\$1,142,184.15</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$1,142,184.15</b>	<b>\$0.00</b>
<b>Total Project Cost</b>	<b>\$7,516,100.00</b>	<b>\$8,630,500.06</b>	<b>\$0.00</b>	<b>\$8,630,500.06</b>	<b>\$8,470,722.12</b>	<b>\$86,225.93</b>	<b>\$8,556,948.05</b>	<b>99%</b>	<b>\$73,552.01</b>	<b>\$53,552.75</b>

I have reviewed the invoices for this period and recommend them for payment at this time.

CONSTRUCTION MANAGER: Midwest Construction Consultants

*John J. Hansen*  
 MCC Project Director

1-1-23

DATE

Appanoose County Board of Supervisors

DATE