

OFFICE OF THE

*Appanoose County Auditor*

**KELLY HOWARD**

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Meeting Agenda  
February 21, 2023

The Appanoose County Board of Supervisors will meet Tuesday, February 21, 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 February 6, 2023 meeting
4. Approve reports (2/17 payroll)
5. Approve bills
6. Moulton Economic Development/City of Moulton: Funding for Post Office
7. Jon Kenney, NATEL: Broadband project update
8. Approve County Engineer Contract
9. Approve FY2024 Union Contract
10. Set FY2024 Max Levy Public Hearing
11. John Hansen: Appanoose County Law Center (project progress update, review and approve change orders, review and approve pay request, discussions, and any necessary action)
12. County Engineer report
13. Public Comments
14. Adjourn

February 6, 2023

Appanoose County Board of Supervisors met in special session February 6, 2023 at 10:30 A.M. in the Boardroom of the Courthouse. Present: Linda Demry, Mark McGill, and Jeff Kulmatycki. Absent: none.

The initial offer from PPME Local 2003 was received. The Board presented their initial offer. Kulmatycki motioned to enter exempt session. Seconded by McGill. All voted aye. The Board adjourned to meet at the call of the Auditor at 10:31 A.M.

Appanoose County Board of Supervisors

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Attest:

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Kelly Howard, Appanoose County Auditor

February 6, 2023

Appanoose County Board of Supervisors met in regular session February 6, 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 January 16 & 25, 2023 meetings. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the 1/20 & 2/3 payrolls, 12/22 Prisoner Room & Board, DHS & VA Quarterly Reports. Seconded by Kulmatycki. All voted aye.

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

Access Sys	Typing-Print.-Bind.Serv.	142.97
Alliant	Electric Light & Power	6795.34
Sec Rds	Custodial Supplies	56.60
App Co Treas	Off. Supplies & Forms	229.32
App Comm Care	Homemaker-Home Health Aid	3922.75
Bailey Off	Off. Supplies & Forms	34.66
Baker's	Engineering Services	139.67
Blank Children's STAR Center	Legal Serv. Dep-Subp-Tran	875.00
Bob Barker	Jail Equip. & Furniture	145.77
Bratz Oil	Mileage & Transp. Expense	70.39
C-D Supply	Custodial Supplies	722.29
Cantera Aggregates	Engineering Services	255.03
Capital One	Engineering Services	20.97
CenTec	Care of Soldiers Graves	402.93
Centerville Body Shop	Transportation	2855.38
Cville Wtrwks	Engineering Services	1535.48
Chariton Valley Elec	Engineering Services	45.91
Charm-Tex, Inc	Jail Equip. & Furniture	190.14
Ciox Health	Official Pub.& Legal Not.	15.00
City Cville	Salary-Regular Employees	11544.60
City of Moulton	Rent & Utility Payments	172.98
City of Plano	Maintenance Contract	156.23
City of Unionville	Maintenance Contract	115.60
S Cole	Dues & Memberships	270.00
Dash Medical Gloves	Law Enf. Equip & Weapons	524.16
Davison Fuels & Oil	Fuels	120.21
Eastern IA Tire	Engineering Services	1568.71
Farmers Mutual	E911 Telephone Expense	442.00
Brian Felton	Rent Payments	450.00
First National Bank	Computer Services	839.99
Fogle TV	Engineering Services	188.50
Galls	Uniforms	450.56
Geotech Materials	Engineering Services	7163.08
Gingerich Logging	Engineering Services	112.00
Government Forms & Supplies	Off. Supplies & Forms	162.00
GreatAmerica	Off. Supplies & Forms	191.49
H Becker	Off. Supplies & Forms	211.00
Hills San	Building Perm. Improvemnt	318.00
Holm's Radiator	Engineering Services	865.00
Hotsy Cleaning Systems	Engineering Services	1249.16
Housby Mack	Engineering Services	6606.36

IDALS-APIARY	Bee Inspector	185.64
IA Pub Health Assoc	Educational & Train.Serv.	750.00
Independent Salt	Engineering Services	3191.01
Intoximeters	Law Enf. Equip & Weapons	830.00
Iowa Bridge & Culvert	Bridge & Culvert Maint.	33174.00
ICAA	Educational & Train.Serv.	545.00
ICRA	Dues & Memberships	200.00
IA Media Network	Typing-Print.-Bind.Serv.	359.60
IA ME	Medical & Health Services	3929.00
ISSDA	Educational & Train.Serv.	250.00
ISAA	Educational & Train.Serv.	650.00
Kimball	Engineering Services	1526.63
KM Guttermann	Building Perm. Improvemnt	1920.00
L&W Quarries	Engineering Services	973.07
K Laurson	Educational & Train.Serv.	20.00
The Machinery Barn	Engineering Services	715.00
Mail Serv	Vehicle Renewal Notices	462.00
Mast Overhead Doors	Engineering Services	625.53
M Messamaker	Educational & Train.Serv.	172.80
Metal Culverts	Bridge & Culvert Maint.	55029.00
Midwest Construction	Building Perm. Improvemnt	2322.83
Midwest Wheel	Engineering Services	564.74
M McCoy	Educational & Train.Serv.	39.83
MMIT	Off. Supplies & Forms	123.03
MMIT	Off. Supplies & Forms	314.04
MOCIC	Dues & Memberships	100.00
Natel	Telephone & Telegr.Serv.	781.24
O'Halloran Int'l	Engineering Services	887.51
O'Reilly	Vehicle Repair & Maintce	28.95
Petty C-Sheriff	Law Enf. Equip & Weapons	18.24
R Pfannebecker	Educational & Train.Serv.	300.00
PJ's Construction	Engineering Services	1465.00
Polk Co Treas	Medical & Health Services	284.77
Power Ins	Building Insurance	668.00
Prof Computer	Off. Equip Repair & Maint	200.00
Quick Shop	Transportation	165.00
Quill	Off. Supplies & Forms	183.45
RACOM	Mileage & Transp. Expense	284533.70
Rainbo Oil	Engineering Services	800.08
Royal Toilets	Building Perm. Improvemnt	257.04
Auditor of State	Acct.-Audit.-Cler.Serv.	7439.50
Secretary of State	Off. Supplies & Forms	30.00
Seymour Herald	Off. Supplies & Forms	17.68
N Shilling	Educational & Train.Serv.	40.62
M Sias	Salary-Regular Employees	1129.17
B Skinner	Educational & Train.Serv.	22.96
SMART Vending	Food Preparation Service	568.14
Snap-On-Tools	Engineering Services	1476.58
So IA Heat, Cool, & Plumb	Off. Equip Repair & Maint	514.61
Strauss Security Solutions	Building Perm. Improvemnt	994.16
Stubbs Petroleum	Engineering Services	831.17
S Stufflebeam	Rent Payments	310.00
Summit Co	Engineering Services	685.00
Dr. Anthony Tatman	Educational & Train.Serv.	10.00
Thomas Funeral Home	Funeral Services	2700.00
UnityPoint	Engineering Services	84.00
US Bank	Educational & Train.Serv.	2692.39

US Cellular	Off. Supplies & Forms	928.37
Van Maanen Electric	Building Perm. Improvemnt	81408.06
Vaughn Auto	Engineering Services	443.43
Verizon	Engineering Supplies	200.04
Walker Welding	Engineering Services	1079.78
Wapello Co Sheriff	Legal Serv. Dep-Subp-Tran	49.65
White Posts	E911 Addressing(signs)	500.00
J Willier	Legal & Ct-Related Serv.	138.00
Windstream	E911 Telephone Expense	1112.37
Winger	Building Perm. Improvemnt	5500.00
J Wray	Rent Payments	350.00
Xerox	Off. Supplies & Forms	585.22
Grand Total		563563.86

Adam Steen, Allen Meyer, and Nathan Reckman from DAS provided an update on Honey Creek Resort. There were two bidders to their RFP. Their goal is to have the new concessionaire in place to be open for the coach's conference on April 14<sup>th</sup> and all priority maintenance done. There were 44 rooms affected by the sprinkler leak. The future state goal is to have local control of Honey Creek, whether it be public or private. Achieva and Maxim Golf were the two bidders.

Kulmatycki motioned to approve the Broadband Development Agreement with Farmer's Mutual Communications. Seconded by McGill. All voted aye.

McGill motioned to approve the CY2023 Wellness Program Agreement. Seconded by Kulmatycki. All voted aye.

John Hansen was not present.

Kulmatycki motioned to approve Resolution 2023-3. Seconded by McGill. All voted aye.

Appanoose County Resolution No. 2023-3

2023 Secondary Roads Five Year Program

Amendment No. 1

Appanoose County Secondary Roads

WHEREAS, unforeseen circumstances have arisen since adoption of the approved Secondary Roads Five Year Program, requiring changes to the sequence, funding, and timing of the proposed work plan.

NOW THEREFORE, the Board of Supervisors of Appanoose County, in accordance with Iowa Code section 309.22, initiates and recommends modification of the following projects, for approval by the Department of Transportation (Iowa DOT), per Iowa Code 309.23 and Iowa DOT Instructional Memorandum 2.050.

The following projects shall be MODIFIED as follows:

Project Number Name Project ID	Project Location Description of Work	AADT Length Bridge ID	Type of Work Fund	Modifications	Total
BROS-CO04(122)—5F-04 110 <sup>th</sup> St Walnut Creek Bridge 39597	On 110 <sup>th</sup> Ave Over Walnut creek, from IA 2 South 1.1 Miles on W Line S32-T69-R19	50 0.100 mi 65760	320 Bridges FA	Advanced to FY 2024 Increased BR funding	640,000
BROS-CO04(121)—8J-04 150 <sup>th</sup> St Walnut Creek Bridge 45630	On 150 <sup>th</sup> Ave Over Walnut Creek, from IA 2 N 0.8 miles to bridge S25 T69 R19	52 0.01 mi 65731	320 Bridges FA	Advanced to FY 2024 Increased BR funding	900,000

Recommended /s/: Brad Skinner County Engineer 2/6/2023

Approved /s/: Linda Demry, Chair Board of Supervisors 2/6/2023

**Attested I, Kelly Howard, Auditor in and for Appanoose County, Iowa, do hereby certify the above and foregoing to be a true and exact copy of a resolution passed and approved by the Board of Supervisors of Appanoose County, Iowa, at its meeting held on the 6th day of February, 2023.**

**/s/: Kelly Howard, County Auditor**

Kulmatycki motioned to approve plans for 2023 Farm-to-Market rock haul (FM-C004 (124)-55-04). Seconded by McGill. All voted aye.

McGill motioned to set the letting for FM-C004 (124)-55-04 for March 6, 2023 at 9:30 A.M. Seconded by Kulmatycki. All voted aye.

County Engineer, Brad Skinner, provided an update to the board. Apart from minimum snow removal, crews have been brush cutting on S70 and J18 ahead of the paving projects this summer. Bridge costs are coming in as expected with inflation. The department conducted CPR and AED training last week.

Public Comments: Kevin Moorman spoke about 228<sup>th</sup> Ave. The County Engineer will continue to look into it and also reach out to the DOT. Pam Messersmith asked about the signs in Numa. The County Engineer will look into it.

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

The Board adjourned to meet the call of the Auditor at 9:40 A.M.

Appanoose County Board of Supervisors

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Attest:

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Kelly Howard, Appanoose County Auditor

## **County Engineer Employment Contract & Agreement**

This Contract and Agreement is made and entered into this 21st day of February, 2023, by and between Appanoose County, Iowa (hereinafter referred to as Appanoose Board), and Bradley J. Skinner, PE & PLS (hereinafter referred to as the Engineer). This agreement shall be known as the Appanoose County Engineer Agreement. This agreement does not contemplate and shall not be construed to limit or expand the powers of the participants, except as expressly stated in the agreement.

### **WITNESSETH:**

WHEREAS, the Appanoose Board desires and needs the services of a Licensed Professional Engineer in the State of Iowa to serve as County Engineer, in accordance with Iowa Code Section 309.17 through 309.21 (2021); and

WHEREAS, the Engineer is duly qualified, and able and willing to furnish said services to the Board,

NOW THEREFORE, in consideration of mutual covenants and agreements hereinafter contained, the parties hereto, for themselves and their assigns, have mutually agreed and do agree with each other as follows:

1. The Engineer shall be an "exempt" employee of Appanoose County, subject to the Appanoose County Employee Handbook except as provided for by Fair Labor Standards Act or expressly addressed herein.
2. That Appanoose County hereby employs the Engineer for the period beginning, July 1, 2023 through June 30, 2025.
3. The Board shall furnish the Engineer all equipment, material, staffing, and transportation they deem necessary for the efficient performance of the official duties as County Engineer. The Engineer shall keep himself advised as to the condition of the budget items of the Secondary Road Fund, and shall have control of all planning, engineering, construction, and maintenance work of the Secondary Road Department and all employees therein in order to accomplish his official duties.
4. It shall be the responsibility of the Engineer to hire employees to fill vacancies within the Secondary Roads department with the approval of the Board.
5. It shall be the responsibility of the Engineer to administer disciplinary action to the employees of the Secondary Roads Department as may be required from time to time, including employee terminations. All significant discipline and terminations shall be in done in consultation with the Board.
6. The Engineer shall be paid actual and necessary expenses while performing his duties outside of Appanoose County.
7. The Engineer, through the Auditor's filing of bonds for County officers, shall file a bond suitable to the Board in the amount of at least two thousand dollars (\$2,000), subject to any changes required in accordance with Iowa Code Section 309.18. All fees incurred by filing such bonds shall be paid by said County.

8. The Engineer shall maintain his current Iowa Professional Engineer License. Failure to do so shall be considered cause under Paragraph 17B herein. The Engineer shall also utilize his Professional Land Surveyor License when appropriate for the benefit of the County.
9. The Engineer shall devote his time and talent to the best of his ability, to the interest of Appanoose County, Iowa. The Engineer shall be indemnified and saved harmless by the County for any and all actions taken against said county, its Board or the Engineer, due to actions of the Engineer during the course of his official duties for said County. The County shall defend such actions arising from the county and pay all judgments rendered as in regard to the actions of the Engineer in that county. The Board may acquire insurance as deemed necessary to accomplish same. The Engineer shall not be indemnified and saved harmless by the county for actions which are beyond mere negligence. (reference Code of Iowa 670.8).
10. For and in consideration of the foregoing, Appanoose County shall pay the Engineer in equal bi-weekly installments through the regular county payroll
  - a. For the period of July 1, 2023 to June 30, 2024 an annual salary of \$132,574;
  - b. For the period of July 1, 2024 to June 30, 2025 an annual salary to be determined, but a percentage increase not less than the adjustment afforded the courthouse and non-union department employees.
11. The Engineer shall be entitled to accrued vacation leave at the rate of twenty (20) days per year, to be taken away from such employment per the Employee Handbook during which compensation shall be paid in full. The Engineer shall be granted insurance benefits, sick leave, paid holidays, access to a deferred compensation program, and other fringe benefits granted employees in Appanoose County in like and equal manner, in accordance with the Employee Handbook.
12. The Engineer shall be paid actual and necessary expenses while performing his duties outside of Appanoose County and the Engineer shall be allowed mileage at the rate set by the Board, for use of his personal vehicle, when the use of said vehicle is deemed necessary by the Engineer for the transaction of official business and approved by the Board Chair. The Engineer shall be using a vehicle provided by Appanoose County as the primary mode of transportation for all work-related purposes. In as much as the Engineer is "on-call" after hours, the Engineer is permitted to travel to and from his residence and store the vehicle at his residence during non-working hours.
13. The Engineer shall be granted time away from the County, with full pay and benefits, to attend Highway Conferences, Engineer's meetings and Technical Sessions and Short Courses, and to attend such meetings as are a requirement for his professional licenses, and that the expenses to be paid by the Boards to those meetings as Iowa Code allows; and, the Boards agree to the dues and fees to the following professional organizations in the name of the Engineer: the Iowa County Engineers Association, the National Association of County Engineers, the Iowa Engineering Society, the National Society of Professional Engineers, the American Society of Civil Engineers, the Society of Land Surveyors of Iowa. The Engineer shall be permitted to attend the annual conference of the National Association of County Engineers with the Board to pay the transportation and meeting expenses.

14. The Engineer shall participate in all union matters involving the Secondary Roads Department on behalf of the County, and to the best of his ability, see that the County complies with the terms of the contract and the laws governing collective bargaining.
15. The BOARD and ENGINEER agree that that a standard work day shall be comprised of the hours established for the maintenance or office employees. The ENGINEER shall be present at the beginning of the work day, and be available for staff throughout the day, subject to appropriate leave and work duties that require his time away from County facilities.
16. The BOARD and ENGINEER further agree that as an exempt employee, the ENGINEER shall be subject to Fair Labor Standards Act criteria, generally working the County schedule. While a forty-hour work week is not a standard requirement, it is a reasonable approximation of attendance. However, when job duties require of his time beyond said schedule, the ENGINEER may flex his schedule as desired without detriment to his County duties.
17. Either party to this Contract may terminate the same in the manner described as follows:
  - A. The Board may terminate this contract at any time, without cause, giving thirty (30) days notice in writing to the Engineer of such formal action taken on a majority vote of the Board. In such event, the Engineer, if requested by the Board, shall continue to render his services and be paid his regular compensation up to the date of termination. The Board under this section shall pay the Engineer at the time of termination a severance allowance equal in amount to two (2) months total base salary for liquidated damages, plus the accrued vacation time at the time of termination. By accepting the severance payment, the Engineer agrees to waive any prior, current, or future claims against the County.
  - B. Either party may terminate this Contract for cause. In such case, the terminating party shall set forth in written notice the specific facts upon which the cause for termination is based, together with the date of termination. No severance pay shall be paid hereunder for justified cause. The Engineer shall be paid for all accrued vacation earned at the time of termination.
  - C. The Engineer may terminate this contract at any time, without cause, by giving thirty (30) days notice in writing to the Board. In such event, the Engineer shall continue to render his services and shall be paid regular compensation up to the date of termination. No severance pay shall be paid hereunder.
18. This contract may be amended, revised, renewed or extended at any time only by written agreement of the Appanoose County Board and the Engineer.
19. This agreement shall supersede all conflicting sections of previous agreements and any such sections of such agreements presently existing shall become null and void unless otherwise referenced.

Approved by Board of Supervisors on February 21, 2023

Witness:

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Chair, Board of Supervisors

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Bradley J Skinner, PE & PLS

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Attest: Kelly Howard, County Auditor

AGREEMENT

Between

APPANOOSE COUNTY  
SECONDARY ROAD DEPARTMENT

And

PUBLIC, PROFESSIONAL &  
MAINTENANCE EMPLOYEES, LOCAL 2003

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July 1, 2023 to June 30, 2024

## Article 1. Job Classification and Straight Time Hourly Wage Rates (5.0%)

Survey Party Chief	\$27.28
Shop Foreman	\$27.21
Bridge Foreman	\$26.89
Culvert Foreman	\$26.89
Mechanic	\$26.49
Motor Patrol Operator	\$26.29
Equipment Operator	\$26.29
Sign Specialist	\$26.05
Engineering Technician	\$25.96
Truck Driver	\$25.96
Labor	\$25.59
Engineering Technician II	\$26.89
Office Manager	\$26.29

## Article 2. Additional pay

It is understood and agreed upon, that Article 2 shall remain in place as written, until the affected employees have separated employment. This section will not be brought up in future negotiation, nor will it be precedent setting in any way.

In addition to the base wage, the following employees shall receive an additional \$.05/hour: Ricky Burkland, Chad Clark, and Tamie McGrann.

In addition to the base wage, the following employees shall receive an additional \$.10/hour: Mark Brown and Dennis Jackson.

In addition to the base wage, the following employee shall receive an additional \$.19/hour: Shawn Oden.

In addition to the base wage, the following employee shall receive an additional \$.44/hour: Kevin Smith.

In addition to the base wage, the following employee shall receive an additional \$.52/hour: Rhea Wilson.

### Article 3 – Duration of Agreement

THIS AGREEMENT shall be effective from July 1, 2023 and shall continue to remain in full force and effect until its expiration on June 30, 2024.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

EMPLOYER

SECONDARY ROAD DEPARTMENT  
APPANOOSE COUNTY, IOWA

UNION

PUBLIC PROFESSIONAL AND  
MAINTENANCE EMPLOYEES,  
IUPAT, LOCAL 2003, AFL-CIO

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

By \_\_\_\_\_  
Business Representative

By \_\_\_\_\_  
Board of Supervisors

By \_\_\_\_\_  
Bargaining Committee

By \_\_\_\_\_  
Board of Supervisors

By \_\_\_\_\_  
Bargaining Committee