

OFFICE OF THE

*Appanoose County Auditor*  
**KELLY HOWARD**

COURTHOUSE  
201 N. 12th St., Rm 11  
CENTERVILLE, IOWA 52544

Phone (641) 856-6191  
Fax (641) 856-8023  
[khoward@appanoosecounty.net](mailto:khoward@appanoosecounty.net)

**Meeting Agenda**  
March 6, 2023

The Appanoose County Board of Supervisors will meet Monday, March 6, 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 21, 2023 meeting
4. Approve reports (3/3 payroll & 1/23 Prisoner Room & Board)
5. Approve bills
6. Delaney Evers: Annual Tourism Report
7. Jason Fraser, City of Centerville: Request for transfer of parcel to City of Centerville for housing development
8. Approve Liquor License: Appanoose Country Club
9. Approve Bond to Insure Against Double Payment: Brian Felton warrant #52053 \$450
10. Approve Union Contract for FY2024
11. Approve Engineer Contract for FY2024-FY2025
12. Set FY24 Max Tax Levy Public Hearing
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. Approve Resolution #2023-4 Notice of public hearing to establish an Area Service "A" on a portion of 219<sup>th</sup> Ave north and west of Boyer Ridge Road
  - b. Approve Resolution #2023-5 Notice of public hearing to establish an Area Service "B" on a portion of an unnamed road
  - c. Approve Resolution #2023-6 Notice of public hearing to correct Resolution 2022-32 to vacate a portion of an alley in Jerome
15. 9:30 A.M. Open bids to FM 2023 Rock letting FM-C004(124)—55-04, and award as appropriate
16. Public Comments
17. Adjourn

February 21, 2023

Appanoose County Board of Supervisors met in regular session February 21, 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 February 6, 2023 meetings. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the 2/17 payroll. 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
Agriland FS	Engineering Services	17904.85
Albia Newspapers	Official Pub.& Legal Not.	809.95
Alliant	Gas & Heat	6050.59
Amer Home Fdg	Community Support Program	1890.11
Sec Rds	Mileage & Transp. Expense	2532.03
Baker's	Engineering Services	54.31
Bratz Oil	Vehicle Repair & Maintce	93.96
Brown's Shoe	Engineering Services	125.00
BUG PRO	Extermination Services	90.00
Jeff Burns	Rent Payments	350.00
C-D Supply	Custodial Supplies	154.98
Calhoun Burns	Engineering Services	26959.60
Capital One	Jail Equip. & Furniture	42.46
Capital Sanitary Supply	Off. Equip Repair & Maint	606.55
Card Services	Park Maint. & Supplies	44.34
CarQuest	Vehicle Supplies-Access	773.98
Cville Wtrwks	Rent & Utility Payments	623.09
C'velle Produce & Feed	Park Maint. & Supplies	260.94
Chariton Valley Elec	Electric Light & Power	454.23
City Cville	Salary-Regular Employees	5517.22
Clark's Auto Rpr	Engineering Services	133.38
CocoBeen Reptiles	Park Maint. & Supplies	150.00
GRIFFIN COSGROVE	Engineering Services	25.00
Brian Cowan Trucking	Engineering Services	5015.26
CR Environmental	Construction & Maint.	39597.84
Davis Co Sch	Community Support Program	800.00
Davis Co Daycare	Community Support Program	1642.39
Davison Fuels & Oil	Fuels	122.20
S Dittmer	Legal Serv. Dep-Subp-Tran	571.20
Don's Truck Sales	Engineering Services	267.93
Fareway	Food & Provisions	40.00
First National Bank	Custodial Supplies	182.71
Chancie Fitzwater	Rent Payments	700.00
Fogle TV	Equip. Parts & Supplies	89.96
Forbes Office Solns	Off. Supplies & Forms	46.85
Galls	Uniforms	88.33
Gingerich Logging	Engineering Services	246.23
GreatAmerica	Off. Equip Repair & Maint	201.49
PJ Greufe	Health Insurance	1500.00
Henderson Products	Engineering Services	139.86
Hills San	Garbage Serv	555.00
A Hoffman	Park Maint. & Supplies	75.03

Housby Mack	Engineering Services	90.76
Kelly Howard	Mileage & Transp. Expense	42.30
Hy-Vee	Medical & Health Services	10927.99
IACCVSO	Contract Services	60.00
Independent Salt	Engineering Services	1071.96
Interstate Batt	Engineering Services	395.85
IA Media Network	Contract Services	500.00
IA ME	Medical & Health Services	2149.00
ISAC	Educational & Train.Serv.	630.00
John Deere	Engineering Services	649.88
Kids World	Community Support Program	2016.00
R Lamb	Medical & Health Services	600.00
LexisNexis	Dues & Memberships	100.00
Lockridge	Engineering Services	1276.89
Mainstay Sys	Construction & Maint.	13031.00
MATURA	Community Support Program	202.39
McKesson Med	Prescriptions & Medicine	242.75
Mercy Med Ctr	Engineering Services	35.00
M Messamaker	Educational & Train.Serv..	96.30
Metal Culverts	Bridge & Culvert Maint.	16027.10
Mid Country Machinery	Engineering Services	810.96
Midwest Wheel	Engineering Services	362.36
T Mihalovich	Building Repair & Maintce	100.00
MMIT	Off. Equip Repair & Maint	1043.14
Monroe Pub Hlth	Community Support Program	6224.13
Monroe Sheriff	Legal Serv. Dep-Subp-Tran	94.50
Moore Co	Engineering Services	840.00
Natel	Telephone & Telegr.Serv.	367.00
Neighbor Wholesale	Engineering Services	275.00
O'Halloran Int'l	Engineering Services	1449.90
O'Reilly	Engineering Services	203.14
Orchard Pl	Community Support Program	2444.14
R Pfannebecker	Mileage & Transp. Expense	5.58
Power Ins	Law Enf. Auto Ins.	232.00
Prof Computer	Off. Equip Repair & Maint	31.95
Quill	Off. Supplies & Forms	478.79
Rainbo Oil	Engineering Services	1407.75
RASWC	Engineering Services	69.00
RRWA	Engineering Services	54.00
River Hills	Medical & Health Services	95.00
G Roefer	Medical & Health Services	200.00
SCICAP	Community Support Program	23565.33
Secretary of State	Off. Supplies & Forms	30.00
Sinclair NAPA	Engineering Services	1601.63
SMART Vending	Food Preparation Service	293.91
Smith Fertilizer	Engineering Services	80.16
Solutions	Off. Equip Repair & Maint	1170.00
Thomas Funeral Home	Funeral Services	1800.00
UnityPoint	Engineering Services	84.00
US Bank	Educational & Train.Serv.	1927.33
US Cellular	Telephone & Telegr.Serv.	646.01
Vanguard Appraisals	Computer & Microfilm Supp	12800.00
Vaughn Auto	Engineering Services	76.44
Wapello Co Sheriff	Legal Serv. Dep-Subp-Tran	43.10
Watson & Ryan	Legal & Ct-Related Serv.	2316.66
Weston Heating	Engineering Services	153.30
Wex Bank	Mileage & Transp. Expense	234.71

Wigwam Daycare & Preschool	Community Support Program	1977.83
J Willier	Legal & Ct-Related Serv.	855.00
Windstream	Off. Supplies & Forms	1785.16
Grand Total		236045.90

Tammy Wheeler from Moulton Economic Development, Jewel Thompson from Moulton City Council and Kenny Wood from City of Moulton requested \$25,000-\$30,000 to help build a 30x40 spec building for the post office in Moulton. Demry stated they will take it into consideration.

Jon Kenney from NATEL introduced Ryan Ayers and provided a Broadband project update. They expect the first group of customers (in northern part of county) up May 15-June 1.

Due to current property tax legislation at the state, McGill motioned to table the County Engineer Contract. Seconded by Kulmatycki. All voted aye.

Due to current property tax legislation at the state, McGill motioned to table the Union Contract. Seconded by Kulmatycki. All voted aye.

Due to current property tax legislation at the state, McGill motioned to table setting the public hearing for the FY2024 Max Tax Levy. Seconded by Kulmatycki. All voted aye.

John Hansen was not present.

County Engineer, Brad Skinner, provided an update to the board. The program amendments have been approved by the Region. Crews continue to brush cut as conditions allow (J18 & S70 75% done). Maintainers are off the gravel roads unless pushing snow due to the soft roads. With no frost in the ground they will be able to work on cross pipes. There was discussion regarding keeping 450th Street on the 5 year plan. They've spoken with the sale barn and will get something worked out. The board requested all employees in the department use a time clock (engineer and other salary employees included). McGill asked when fuel bids will be out. Skinner stated April/May.

Public Comments: none

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

The Board adjourned to meet the call of the Auditor at 9:29 A.M.

#### Appanoose County Board of Supervisors

Attest:

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

DISTRICT COURT OF APPANOOSE COUNTY

REPORT OF FEES COLLECTED

\*\*\*PRISONER ROOM AND BOARD\*\*\*

To the Board of Supervisors of Appanoose County:

I, Jeanie Hause, Clerk/Clerk's Designee of the District Court of the above named County and State, do hereby certify that the following is a true and correct statement of the fees collected by the Clerk of Court for the month of January, 20 13, and The same has been paid to the County as per receipt attached.

COUNTY SHARE OF PRISONER ROOM & BOARD

1000-1000-4440-05-302	Total Prisoner Room & Board Reimbursement
	100% General Basic \$ <u>539.75</u>
29000-01000-4440-05-301	60% Transfer to Sheriff \$ <u>323.85</u>

Transfer authorized by Appanoose County Board of Supervisors this \_\_\_\_\_ day of

\_\_\_\_\_, 20 \_\_\_\_\_. Signed: \_\_\_\_\_  
Chairperson

2/16/23 8:46:39

Miscellaneous Receipt  
Appanoose County Treasurer

02/16/2023

Received from Customer R

500

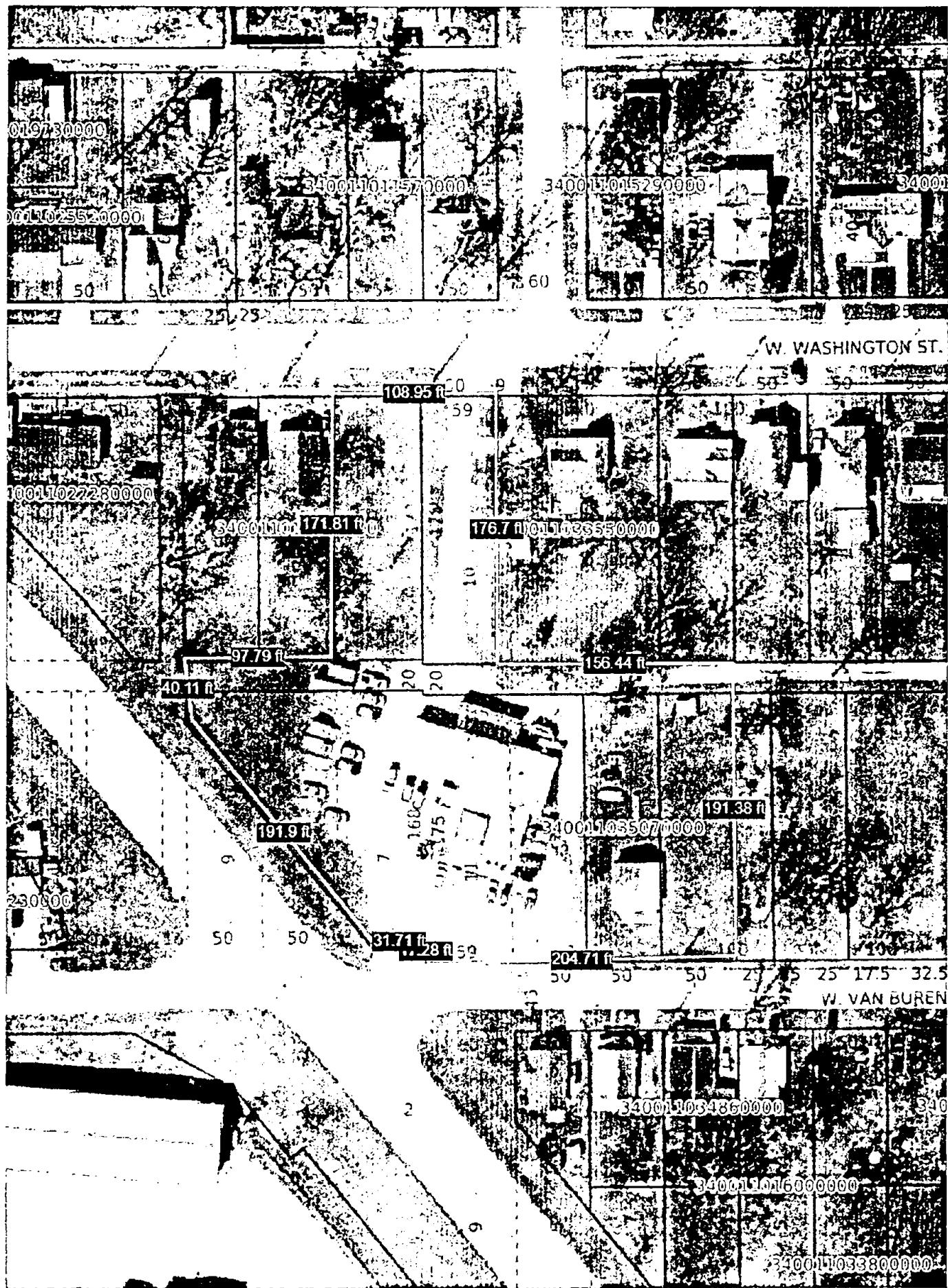
Appanoose County Sheriff

Receipt# 21566

Payment Method	Amount	Check#	Paid by
2 Check	539.75	53836	Appanoose Cty Clerk of Court

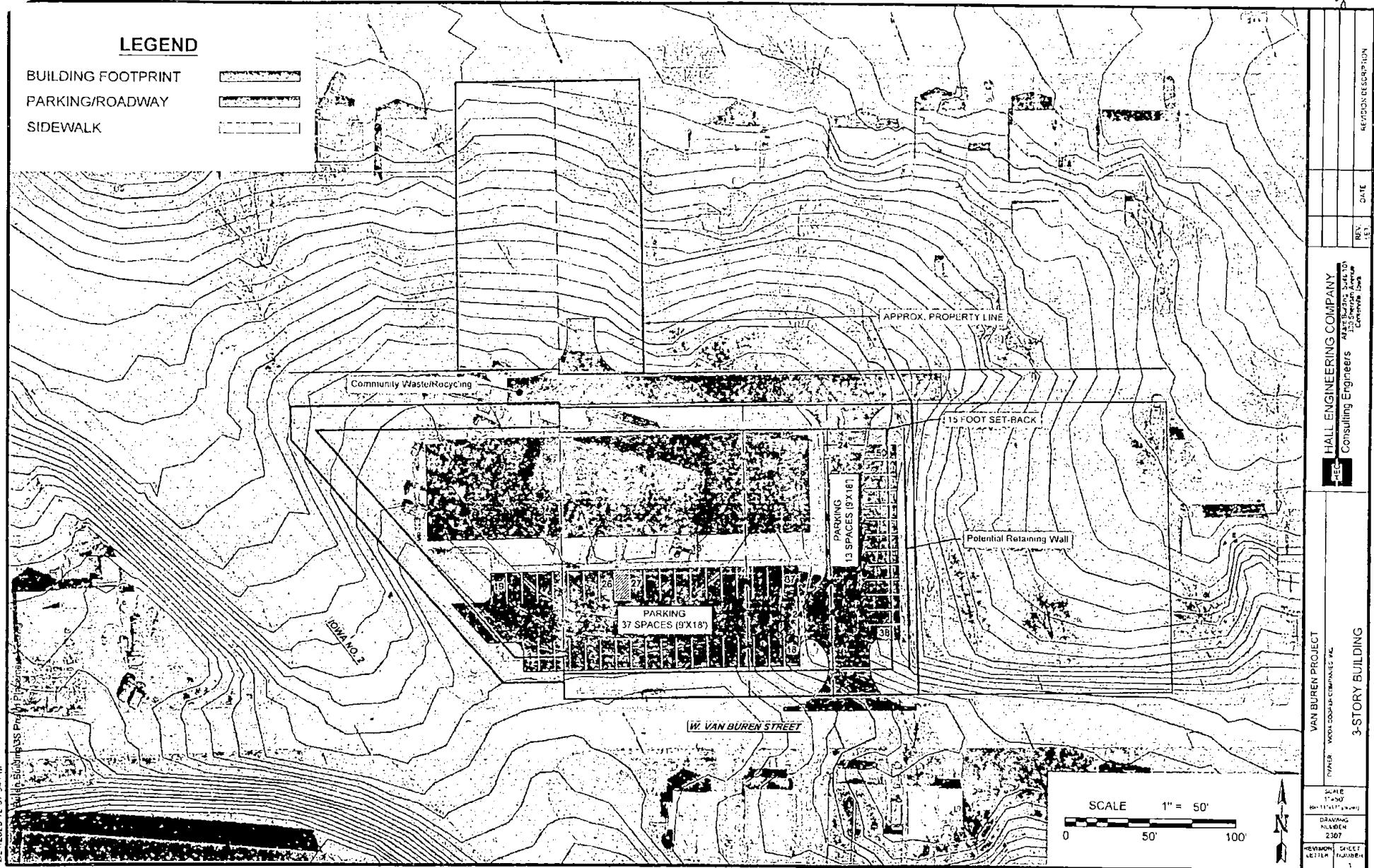
#	Fund	Function	Rev	Dept	Prj	Sub	Post	Earned	Amount
1	01000	3	01000	4440	05	302	1	01/31/2023	539.75
Prisoner Room & Board Reim.									
40%-Gen. Basic									
K539.75-Total 100% Basic - SB									

Total Amount	539.75
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## LEGEND

BUILDING FOOTPRINT  
PARKING/ROADWAY  
SIDEWALK





# State of Iowa

## Alcoholic Beverages Division

### Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Appanoose Country Club	Appanoose Country Club	(641) 856-2222		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1998 Country Club Dr.		Centerville	Appanoose	52544
MAILING ADDRESS	CITY	STATE	ZIP	
P.O. Box 821	Centerville	Iowa	52544	

### Contact Person

NAME	PHONE	EMAIL
Justin Zaputil	(641) 895-6283	justinzaputil@iowatelecom.net

### License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0044146	Class C Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Mar 10, 2023	Mar 9, 2024	

SUB-PERMITS  
Class C Retail Alcohol License



# State of Iowa

## Alcoholic Beverages Division

### PRIVILEGES

Outdoor Service

## Status of Business

### BUSINESS TYPE

Corporation

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Justin Zaputil	Centerville	Iowa	52544	President	0.00	Yes

## Insurance Company Information

### INSURANCE COMPANY

Auto Owners Insurance Company

### POLICY EFFECTIVE DATE

Mar 10, 2023

### POLICY EXPIRATION DATE

Mar 10, 2024

### DRAM CANCEL DATE

### OUTDOOR SERVICE EFFECTIVE DATE

### OUTDOOR SERVICE EXPIRATION DATE

### BOND EFFECTIVE DATE

### TEMP TRANSFER EFFECTIVE DATE

### TEMP TRANSFER EXPIRATION DATE

BOND TO INSURE AGAINST DOUBLE PAYMENT

Date: 2/21/2023

Office of Auditor, Appanoose County, Centerville, Iowa

WHEREAS, on or about the 6<sup>th</sup> day of February, 2023 there was issued from the above named office

CHECK # 52053 FUND # 01000

AMOUNT \$450.00 ACCOUNT # 01000 03110 34025

PAYABLE TO Brian Felton  
19238 Highway 2  
Centerville, IA 52544

WHEREAS, the said CHECK has been lost and cannot be found, and

WHEREAS, Brian Felton has requested that a duplicate be issued therefore, and which the officer in charge of said office is about to do;

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That Brian Felton is held and firmly bound unto Appanoose County and the Auditor in the sum of Four Hundred Fifty and 00/100 (\$450.00) Dollars to make good and save to Appanoose County and the Auditor harmless from all costs and expenses of any nature whatsoever on account of the issue and payment of said duplicate CHECK and shall protect Appanoose County and the Auditor from any and all obligations on the original CHECK as aforesaid issued, then this obligation shall be void and of no effect, otherwise to remain in full force and virtue.

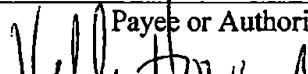
Signed this 21<sup>st</sup> day of February AD. 2023

  
\_\_\_\_\_  
Payee or Authorized Signer

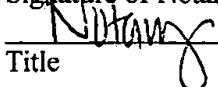
STATE OF IOWA, COUNTY OF Appanoose

This instrument was acknowledged before me on 2/21/2023  
(Date)

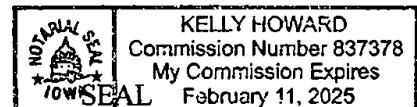
by Brian Felton

  
\_\_\_\_\_  
Payee or Authorized Signer

Signature of Notary Public

  
\_\_\_\_\_  
Title

My Commission Expires 2/11/2025



AGREEMENT

Between

APPANOOSOE 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

## 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

**RESOLUTION TO ESTABLISH AN AREA SERVICE "A" ROAD PUBLIC HEARING**  
**Appanoose County**

WHEREAS, as a request has been made with the Appanoose County Board of Supervisors, asking that action be taken to establish an Area Service "A" Road on the following described county road:

A strip of land 66 feet wide, being 33 feet on each side of the following described centerline of 219th Avenue; commencing at the intersection of the centerline of Boyer Ridge Road, Thence Northwesterly 70 feet along a curve whose radius is 125 feet; Thence Northwesterly 472 feet along a curve whose radius is 385 feet; Thence West 244 feet; Thence Northwesterly 410 feet along a curve whose radius is 550 feet; Thence Northwest 234 feet; Thence to the Northeasterly 375 feet along a curve whose radius is 280 feet; Thence Northeast 297 feet; Thence Northwesterly 308 feet along a curve whose radius is 235 feet; Thence Northwest 197 feet; Thence Northwesterly 272 feet along a curve whose radius is 560 feet; Thence Northwest 275 feet; Thence Northwesterly 207 feet along a curve whose radius is 390 feet; Thence Northwest 22 feet to the end of the described road, all in Section 31 Township 70N Range 17W and Section 36 Township 70N Range 18W.

NOW THEREFORE BE IT RESOLVED that a hearing on the proposed upgrade will be held in the Board Room, Appanoose County Courthouse, 201 N 12<sup>th</sup>, Centerville IA 52544 at \_\_\_\_\_ AM on Monday March 20<sup>th</sup>, 2023 in accordance with Iowa Code Chapter 306. Any person owning land abutting the road proposed to be upgraded shall have the right to file, in writing, a claim for damages at the time on or before the date and time of the hearing.

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Linda Demry, Chair  
Appanoose County Board of Supervisors

Date

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ATTEST: Kelly Howard  
Appanoose County Auditor

Date

**RESOLUTION TO ESTABLISH AN AREA SERVICE “B” ROAD PUBLIC HEARING**  
**Appanoose County**

WHEREAS, as a request has been made with the Appanoose County Board of Supervisors, asking that action be taken to establish an Area Service “B” Road on the following described county road:

That portion of an unnamed road (528<sup>th</sup> Street from the County road grid system) commencing at a point 250 feet West of the Southeast Corner of the Northeast Quarter of the Southeast Quarter of Section 5 Township 68N Range 16W thence running east approximately 0.28 miles to the western right of way of 303<sup>rd</sup> Ave, with a right-of-way width of 40 feet.

NOW THEREFORE BE IT RESOLVED that a hearing on the proposed establishment will be held in the Board Room, Appanoose County Courthouse, 201 N 12<sup>th</sup>, Centerville IA 52544 at \_\_\_\_\_ AM on Monday March 20<sup>th</sup>, 2023 in accordance with Iowa Code Chapter 306. Any person owning land abutting the road proposed to be established shall have the right to file, in writing, a claim for damages at the time on or before the date and time of the hearing.

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Linda Demry, Chair  
Appanoose County Board of Supervisors

Date

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ATTEST: Kelly Howard  
Appanoose County Auditor

Date

**RESOLUTION FOR ROAD VACATION PUBLIC HEARING**  
**Appanoose County**

WHEREAS, a request has been made with the Appanoose County Board of Supervisors asking that action be taken to correct Resolution 2022-32 to vacate and close a section of Appanoose County Secondary Road, described as follows:

The remaining portion of a 20-foot-wide alley running north and south 125 feet west of 138<sup>th</sup> Ave, in Sidle's 2<sup>nd</sup>, Subdivision Southwest Quarter of the Northeast Quarter Section 3 Township 68 North, Range 19 West more particularly described as follows:

Beginning at the Northwest Corner of Lot 7 Block 8, then proceeding south to the Southwest corner of Lot 8 Block 8, thence west to the Southeast corner of Lot 5 Block 8, thence north to the Northeast corner of Lot 6 Block 8, thence east to the point of beginning all located in Sidle's 2<sup>nd</sup> Subdivision in the Southwest Quarter of the Northeast Quarter Section 3 Township 68 North, Range 19 Appanoose County Iowa.

NOW THEREFORE BE IT RESOLVED that a hearing on the proposed vacation will be held in the Board Room, Appanoose County Courthouse, 201 N 12<sup>th</sup>, Centerville IA 52544 at \_\_\_\_\_ AM on Monday March 20<sup>th</sup>, 2023 in accordance with Iowa Code Chapter 306. Any person owning land abutting the road proposed to be vacated and closed shall have the right to file, in writing, a claim for damages at the time on or before the date and time of the hearing.

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Linda Demry, Chair  
Appanoose County Board of Supervisors

Date

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ATTEST:     Kelly Howard  
                 Appanoose County Auditor

Date