

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  
February 5, 2024

The Appanoose County Board of Supervisors will meet Monday, February 5, 2024 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 15 & 22, 2024 meetings
4. Approve bills
5. Approve reports (1/19 & 2/2 payrolls, VA Quarterly Report)
6. Committee reports
7. Approve Liquor License: K&T Damsite
8. Rhonda Lamb: ME reporting and data storage of data (possible action)
9. Discussion regarding county cremation (possible action)
10. Jon Kenney, Liberty Communications: ARPA Project update
11. Approve Resolution 2024-3: Interfund Operating Transfer
12. Approve GIS Agreement: City of Centerville
13. Schedule EMS Committee meeting
14. Approve Tax Suspension (per Iowa Code 427.9)
15. Set Public Hearing FY24 Budget Amendment
16. County Engineer report
17. Public Comments
18. Adjourn

Posted 2/1/24

January 15, 2024

Appanoose County Board of Supervisors met in regular session January 15, 2024 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.

Add Veteran Affairs Commission to agenda. Kulmatycki motioned to approve the amended agenda. Seconded by Demry. Demry & Kulmatycki voted aye.

Kulmatycki motioned to approve the minutes from the January 2 & 8, 2024 meetings. Seconded by Demry. Demry & Kulmatycki voted aye.

Kulmatycki motioned to approve the bills pending Conservations submittal. Seconded by Demry. Demry and Kulmatycki voted aye.

ADLM EM	Contrib. & Purchase Serv	13625.00
Agriland FS	Engineering Services	20770.37
Albia Newspapers	Typing-Print.-Bind.Serv.	411.40
Alliant	Electric Light & Power	7047.61
Amazon	Law Enf. Equip & Weapons	142.70
Amer Home Fdg	Community Support Program	1068.93
Pioneer Cemeteries	Contrib. & Purchase Serv	1000.00
Sec Rds	Mileage & Transp. Expense	3019.47
App Co Treas	Off. Supplies & Forms	176.86
Arrowhead Scientific	Law Enf. Equip & Weapons	131.74
Bailey Off	Off. Supplies & Forms	40.00
Bob Barker	Jail Equip. & Furniture	185.18
Bratz Oil	Engineering Services	975.74
BUG PRO	Extermination Services	90.00
Calhoun Burns	Engineering Services	9423.20
Cantera Aggregates	Engineering Services	4753.10
Capital Sanitary Supply	Custodial Supplies	41.19
Card Services	Park Maint. & Supplies	80.25
CarQuest	Park Maint. & Supplies	3968.90
Centerville Body Shop	Engineering Services	548.00
Cville Iron	Engineering Services	35.20
C'ville Produce & Feed	Park Maint. & Supplies	219.40
Central IA Det	Juvenile Detention & Shel	4584.00
Certified Power	Engineering Services	3860.89
Chariton Valley Elec	Engineering Services	417.81
Cville Wtrwks	Rent & Utility Payments	8345.89
City of Plano	Maintenance Contract	189.99
City of Unionville	Maintenance Contract	140.58
S Cole	Dues & Memberships	270.00
Brian Cowan Trucking	Engineering Services	2860.00
CR Environmental	Engineering Services	1673.45
Davis Co Sch	Community Support Program	800.00
Davison Fuels & Oil	Fuels	2.65
S Dittmer	Legal Serv. Dep-Subp-Tran	910.20
Eastern IA Tire	Engineering Services	14187.53
Emergency Services Marketing	E911 Telephone Expense	3546.00
First National Bank	Dues & Memberships	999.87
Fogle TV	Custodial Supplies	391.89
Gingerich Logging	Engineering Services	12.00
Rodney Gooden	Rent Payments	750.00
PJ Greufe	Health Insurance	1500.00

Hills San	Garbage Serv	555.00
Hy-Vee	Food Preparation Service	8103.05
Independent Salt	Engineering Services	1086.25
ICRA	Dues & Memberships	250.00
IA Law Enforcement Academy	Educational & Train.Serv.	125.00
IA Media Network	Typing-Print.-Bind.Serv.	179.05
IA Workforce	Off. Supplies & Forms	22.54
ISAA	Educational & Train.Serv.	650.00
ISAC	Educational & Train.Serv.	60.00
A Jaramillo Ayon	Community Support Program	2111.00
Kids World	Community Support Program	1598.00
Kimball	Engineering Services	224.85
Kone	Heat-Cool-Elevator-Rpr-Mn	414.99
R Lamb	Mileage & Transp. Expense	602.07
LexisNexis	Dues & Memberships	100.00
Lockridge	Park Maint. & Supplies	840.91
Lucas Co Sheriff	Legal Serv. Dep-Subp-Tran	37.50
C Maddy	Community Support Program	600.00
Mail Serv	Vehicle Renewal Notices	516.48
MATURA	Community Support Program	178.76
Mercy Med Ctr	Engineering Services	122.00
MHC Kenworth	Engineering Services	10177.03
MMIT	Off. Equip Repair & Maint	118.55
Monroe Pub Hlth	Community Support Program	2100.16
Myers Custom Sign	Engineering Services	247.50
Natel	Telephone & Telegr.Serv.	187.11
O'Reilly	Engineering Services	214.09
Orchard Pl	Community Support Program	4574.32
Petty C-Sheriff	Jail Equip. & Furniture	25.77
R Pfannebecker	Building Repair & Maintce	184.41
Phelps Uniform	Engineering Services	157.46
PJ's Construction	Engineering Services	75.00
Prof Computer	Off. Equip Repair & Maint	49.29
Quill	Off. Supplies & Forms	377.30
Rainbo Oil	Engineering Services	1036.55
RASWC	Engineering Services	34.00
RRWA	Water & Sewer	52.50
Raw Metal Works	Park Maint. & Supplies	465.00
G Roefer	Medical & Health Services	200.00
Auditor of State	Acct.-Audit.-Cler.Serv.	10727.50
SCICAP	Community Support Program	20659.68
SIEDA	Community Support Program	3411.21
Sinclair NAPA	Engineering Services	1732.49
B Skinner	Educational & Train.Serv.	108.90
Snap-On Tools	Engineering Services	13.70
Soap Creek Watershed	Flood & Erosion	5186.00
Solutions	Off. Equip Repair & Maint	259.00
Stericycle	Off. Supplies & Forms	169.51
Thomas Funeral Home	Funeral Services	2700.00
Underwood Law	Legal & Ct-Related Serv.	1440.40
US Bank	Off. Supplies & Forms	3396.11
US Cellular	Off. Supplies & Forms	962.81
USPS	Postage & Mailing	2859.00
Vaughn Auto	Engineering Services	90.27
Wex Bank	Mileage & Transp. Expense	89.80
Windstream	Computer Services	979.37
Ziegler	Engineering Services	13499.61

Grand Total

220135.84

Kulmatycki motioned to approve 1/5 payroll, Auditor, Recorder and Sheriff's Quarterly Reports and 12/23 Prisoner Room and Board. Seconded by Demry. Demry and Kulmatycki voted aye.

McGill arrived at 9:02 A.M.

Committee Updates: Kulmatycki spoke about PACT. Demry spoke about RASWC and Governing Board. McGill spoke about the Railroad and Soap Creek.

No one was present from Forever Friends to discuss their FY25 contract.

Kulmatycki motioned to approve the GIS Data Agreement with Farm & Home Publishers. Seconded by McGill. All voted aye.

Kulmatycki motioned to approve the public adjuster's contract with full transparency. Seconded by McGill. All voted aye.

McGill motioned to approve the Bond to Insure Against Double Payment for ISAC Warrant #54818 \$400. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the tax suspension list. Seconded by Kulmatycki. All voted aye.

McGill motioned to change Mystic's EMS Committee Appointee from Phil Hudson to Justin Hudson. Seconded by Kulmatycki. All voted aye.

County Engineer, Brad Skinner, provided an update to the board. They've been working on snow removal. 90% is cleared and he expects 100% by the end of the day. The fuel pumps are down. The office is working on updating policies, fees/permits. They're also working on getting the speed limits documented.

Veteran Affairs Commissioner, Ed Cox, provided a handout and spoke about increasing the director to a full-time position with 34 hours a week. Demry stated they will discuss it during the budget hearing.

Public Comments: Mike Matthes spoke about the dollars Veteran Affairs brings into the county. Kulmatycki stated Appanoose County should have a full-time person.

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

The Board adjourned to meet the call of the Auditor at 9:23 A.M.

Appanoose County Board of Supervisors

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

Attest:

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

January 22, 2024

Appanoose County Board of Supervisors met in special session January 22, 2024 at 10:00 A.M. in the Boardroom of the Courthouse. Present: Linda Demry, Mark McGill, and Jeff Kulmatycki. Absent: none.

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

Kulmatycki motioned to award Iowa Bridge & Culvert contract 04-C004-121 and authorize the County Engineer to sign contract documents.

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

The Board adjourned to meet at the call of the Auditor at 10:03 A.M.

Appanoose County Board of Supervisors

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Attest:

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Kelly Howard, Appanoose County Auditor

**Report of Director of Veterans Affairs**  
**October 1, 2023-December 31, 2023**

	Telephone/Food	Rent	Mileage & Trans	Utilities	Care/Graves	Office	Education	Total
Office Supplies							\$248.07	
Transportation /Repair								
Education/IACCVSO							\$163.80	
Care of Soldiers Graves					\$64.30			
Telephone/Telegraph	\$796.62							
Contract Serv./NACVSO							\$50.00	
Veteran			Transportation		Utilities			
# 194			\$150.00					
# 4			\$445.00					
# 79			\$30.00					
# 280			\$220.01					
# 294			\$40.00					
#289		\$48.39		\$500.00				
#213		\$50.00						
# 11			\$55.00					
# 295			\$24.42					
# 293			\$30.00					
Ford Explorer			\$490.79					



# State of Iowa

## Alcoholic Beverages Division

### Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
K and T Damsite Partnership	K and T Damsite Partnership	(641) 724-3300		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
20875 Highway J5T		Moravia	Appanoose	52571-8938
MAILING ADDRESS	CITY	STATE	ZIP	
20875 Highway J5T	Moravia	Iowa	52571-8938	

### Contact Person

NAME	PHONE	EMAIL
Brenda Thompson	(641) 724-3300	damsitedepot@yahoo.com

### License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LG0000356	Class B Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Apr 1, 2024	Mar 31, 2025	

SUB-PERMITS

Class B Retail Alcohol License

PRIVILEGES



# State of Iowa

Alcoholic Beverages Division

## Status of Business

BUSINESS TYPE

General Partnership

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Brenda Thompson	Moravia	Iowa	52571	Managing Member	50.00	Yes
Thomas Kracht	Moravia	Iowa	52571	Managing Member	50.00	Yes

## Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

**RESOLUTION #2024-3 FOR INTERFUND OPERATING TRANSFER**

Whereas, it is desired to transfer monies from the E911 Fund to the LOSST Fund, and

Whereas, said operating transfer is in accordance with section 331.432, Code of Iowa,

Now, therefore, be it resolved by the Board of Supervisors of Appanoose County, Iowa as follows:

Section 1. The sum of \$67,944.99 is ordered to be transferred from the E911 to the LOSST, effective February 5, 2024.

Section 2. The Auditor is directed to correct her books accordingly and to notify the Treasurer of this operating transfer.

The above and foregoing resolution was adopted by the Board of Supervisors of Appanoose County, Iowa, on February 5, 2024 the vote being as follows:

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

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

Nayes: \_\_\_\_\_

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

Attest:

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



*Appanoose County Treasurers Office*

*Jennifer Salstrand, Treasurer*

*Courthouse*

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

*Centerville, IA 52544*

*Phone: 641-856-3097*

*Fax: 641-856-8104*

*Email: [jsalstrand@appanoosecountv.net](mailto:jsalstrand@appanoosecountv.net)*

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January 17, 2024

**To: Appanoose County Board of Supervisors**

**Linda Demry, Chair**

**Jeff Kulmatycki**

**Mark McGill**

**I am writing regarding a Miscellaneous Receipt entered in error on March 30, 2023. During the most recent audit from the State of Iowa; they caught a receipt that was entered in error. The Local Option Sales Tax from the Iowa Department of Administration Services was inadvertently received as E911 Money.**

**They are requesting a transfer of \$67,944.99 from E911 (61000-01000-1310-57) to LOSST fund (21010-00055-1320-99).**

**Jennifer Salstrand**

**Appanoose County Treasurer**

3/30/23 9:40:45

CB

Miscellaneous Receipt  
Appanoose County Treasurer

03/30/2023

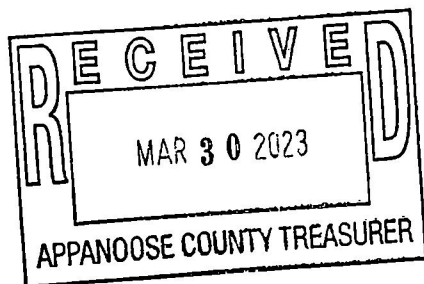
Receipt# 21654

Received from Customer R 990 Non Departmental

Payment Method	Amount	Check#	Paid by
5 Other	67,944.99		LOSST Money

#	Fund	Function	Rev	Dept	Prj	Sub	Post	Earned	Amount
1	61000	3	01000	1310	57		1	02/28/2023	67,944.99
E911 Surcharge (agency code)									
EFT LOSST - Feb. 2023 - SB									

Received EFT/ACH Y Total Amount 67,944.99



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

This Data Grant Agreement is entered into this 24 day of January, 2024 by and between Appanoose County AND

City of Centerville, IA

(Hereinafter referred to as Grantee)

(Print or Type Grantee Name)

312 E. Maple, Centerville, IA 52544

(Print or Type Grantee Address)

Jason Fraser

(Print or Type Grantee Contact Person)

641-437-4339

(Print or Type Grantee Telephone Number)

**Project Name and Description:** Cloudpermit. The City of Centerville is requesting Shapefiles of the parcel layer for the properties in the corporate boundaries of Centerville. Data will be used for a public purpose related to building permits, citizen complaints, and animal licenses within the City of Centerville, IA.

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

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

Appanoose County has developed a digital graphic and tabular database (Geographic Information System, hereinafter GIS), depicting land and cadastral data based on NAD\_1983 State Plane Iowa South FIPS 1402 Feet Coordinate System.

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

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

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

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

### **Limitations of the data and information provided**

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

## **Restrictions on use of the data and information provided**

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

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

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

**The GIS Products being provided via this agreement are:** \_\_\_\_\_

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

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

**Authorizing Signature:** Jason Fraser **Date** 01/2/2024

**Print Name:** Jason Fraser

**Title:** City Administrator

**Company or Affiliation:** \_\_\_\_\_

**Appanoose County acknowledges this Data Exchange Agreement as specified above:**

\_\_\_\_\_  
(Chair, Appanoose County Board of Supervisors) **Date** \_\_\_\_\_

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

GIS Technician  
1200 Hwy 2 West  
Centerville, Iowa 52544