

OFFICE OF THE

*Appanoose County Auditor*

**KELLY HOWARD**

COURTHOUSE  
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CENTERVILLE, IOWA 52544

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Meeting Agenda  
March 18, 2024

The Appanoose County Board of Supervisors will meet Monday, March 18, 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 March 4, 2024 meeting
4. Approve bills
5. Approve reports (3/15 payroll)
6. Committee reports
7. Approve Liquor License(s): Louies Lakeside Bistro BBQ & Honey Creek Resort
8. Brenda DeVore: Iowa Mormon Trail Association, National Park Service new signs
9. Approve GIS Data Agreement: Iowa DOT & CoreLogic Solutions, LLC
10. Accept Zoning Board resignation (Jerry Howe)/Approve Zoning Board appointment (Amy Tubbs)
11. Approve Notice of Destruction of Noxious Weeds publication
12. 9:15 A.M. Public Hearing: Final Plat Hinkel Subdivision
13. Approve Resolution 2024-9: Final Plat Hinkel Subdivision
14. Approve updated Appanoose County Voting System Security Policy (Confidential per Resolution 2018-21)
15. Approve Resolution #2024-10: Secondary Roads Quarterly Transfer \$224,510
16. County Engineer report
  - a. Set public hearing for revised Speed Zones on J3T and T61, including Farm-to-Market extensions in City of Unionville
  - b. Approve 2024 FM Rock Haul Plans and Specifications FM-C004(126)—55-04, and Notice to Bidders with Letting April 15, 2024
  - c. Approve donation of Right-of-Way on Boyer Ridge Road by James Milani Estate
  - d. Schedule Discussion/Approval of Secondary Roads FY2025 Budget and Program for April 1
17. Public Comments
18. Adjourn

Posted 3/13/24

March 4, 2024

Appanoose County Board of Supervisors met in regular session March 4, 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.

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

McGill motioned to approve the minutes from the February 20, 2024 meeting. Seconded by Kulmatycki. All voted aye.

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

Alliant	Engineering Services	1102.49
Amazon	Off. Equip Repair & Maint	166.58
App Co Auditor	Off. Supplies & Forms	35.00
App Co Water Rescue	Ambulance	2108.00
Bailey Off	Off. Supplies & Forms	161.95
Baker's	Engineering Services	127.48
BP Business Solns	Transportation	95.02
Bratz Auto	Engineering Services	95.00
Bratz Oil	Mileage & Transp. Expense	20.00
C-D Supply	Off. Supplies & Forms	335.24
Cantera Aggregates	Engineering Services	531.56
Centec	Care of Soldiers Graves	110.84
Chariton Valley Elec	Engineering Services	40.76
City of Centerville	Water/Sewer/Ambulance	80002.90
City of Plano	Maintenance Contract	162.45
City of Unionville	Maintenance Contract	120.20
Brian Cowan Trucking	Engineering Services	2915.90
Davison Fuels & Oil	Fuels	22.95
Eastern IA Tire	Engineering Services	11210.40
Electronic Eng	Engineering Services	16289.52
ESRI	Engineering Supplies	1540.00
EveryStep	Homemaker-Home Health Aid	317.76
Fogle TV	Air Cond. Systems	675.89
GreatAmerica	Off. Equip Repair & Maint	406.17
IDPS	Radio and related equipme	1782.00
IA Dept of Transp	Engineering Supplies	348.00
Impressive Designs	Off. Supplies & Forms	41.25
Independent Salt	Engineering Services	2214.96
Inland Truck Parts	Engineering Services	2335.00
Iowa Bridge & Culvert	Roads	36375.00
Iowa Comm Assurance Pool	Law Enf. Auto Ins.	3476.00
Iowa D.A.R.E Assoc	Dues & Memberships	100.00
IA Media Network	Official Pub.& Legal Not.	52.16
IA ME	Medical & Health Services	2070.00
IA Trust & Savings	Off. Supplies & Forms	228.57
Kimball	Engineering Services	1545.06
Kris Engineering	Engineering Services	4661.35
Legends	Law Enf. Equip & Weapons	16.99
Lockridge	Building Repair & Maintce	6.48
Mail Serv	Vehicle Renewal Notices	530.29
Mercy Med Ctr	Engineering Services	174.00
MHC Kenworth	Engineering Services	291.74
Midwest Wheel	Engineering Services	246.50
Moravia 1st Resp	Ambulance	10874.00

Moulton Ambulance	Ambulance	10652.00
Mystic 1st Resp	Ambulance	7767.00
Natel	Contrib. & Purchase Serv	188342.07
O'Reilly	Engineering Services	151.94
Owl Pharm	Prescriptions & Medicine	91.83
Phelps Uniform	Engineering Services	157.46
Prof Computer	Off. Equip Repair & Maint	47.95
Quick Shop	Transportation	237.67
Quill	Off. Supplies & Forms	96.05
RACOM	Radio and related equipme	279.13
RASWC	Garbage Serv	10.00
RRWA	Engineering Services	28.50
RK Auto	Vehicle Repair & Maintce	174.97
Seymour 1st Resp	Ambulance	1110.00
M Sias	Salary-Regular Employees	1129.17
B Skinner	Educational & Train.Serv.	15.61
SJ Smith Co Inc	Engineering Services	36.86
Snap-On Tools	Engineering Services	170.25
Southern App 1st Resp	Ambulance	4438.00
D Sulser	Engineering Services	129.95
Summit Co	Engineering Services	1903.60
Transit Works	Engineering Supplies	4246.89
US Bank	Building Repair & Maintce	1187.91
US Cellular	Telephone & Telegr.Serv.	845.60
Vanguard Appraisals	Appraisal & Consultant Se	3440.00
Verizon	Contrib. & Purchase Serv	200.04
Windstream	Telephone & Telegr.Serv.	1668.45
Xerox	Off. Supplies & Forms	292.61
Grand Total		414814.92

McGill motioned to approve 3/1 payroll. Seconded by Kulmatycki. All voted aye.

Committee Updates: McGill spoke about ADLM Emergency Management. Kulmatycki spoke about 10-15 Transit and Central Iowa Detention. Demry spoke about Early Childhood and RASWC.

Kulmatycki motioned to appropriate \$200,000 of APRA funding for EMS in FY25. Seconded by McGill. All voted aye.

McGill motioned to approve Resolution #2024-8. Seconded by Kulmatycki. All voted aye.

#### RESOLUTION NO 2024-8

#### APPROPRIATIONS AMENDMENT

WHEREAS, Resolution No 2023-32 dated June 19, 2023 set appropriations by department for Fiscal Year 2024, and

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Appanoose County, Iowa to amend department appropriations by the following amounts:

<u>Dept# &amp; Name</u>	<u>Amount</u>	<u>Dept# &amp; Name</u>	<u>Amount</u>
05-Sheriff	\$3,500	21-Veteran Affairs	\$1,350
22-Conservation	\$34,292	23-Public Health	\$12,500
25-General Relief	\$10,000	36-Ambulance	\$956
51-Courthouse	\$101,085	61-Juvenile	\$10,000
99-Nondept	\$215,287		

The above and foregoing resolution was adopted by the Board of Supervisors of Appanoose County, Iowa on February 20, 2024, the vote thereon being as follows:

AYES: /s/Linda Demry, Mark McGill and Jeff Kulmatycki NAYS: none

/s/Linda Demry Chairperson, Board of Supervisors

Attest: /s/ Kelly Howard, Appanoose County Auditor

Kulmatycki motioned to approve a letter of support for the Appanoose County Railroad. Seconded by McGill. All voted aye.

McGill motioned to set the FY25 Tax Levy public hearing for April 1<sup>st</sup> at 8:30 A.M. in the Boardroom of the Courthouse. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to set the public hearing for the Final Plat of the Hinkel Subdivision for March 18, 2024 at 9:15 AM. Seconded by McGill. All voted aye.

McGill motioned to accept the preliminary plat for the Fowler Subdivision. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve Farmer's Mutual ARPA funding extension request. Seconded by Kulmatycki. All voted aye.

FYI-MMP Remark Farms LLC

McGill motioned to waive the county's permit fee for fiber projects. Seconded by Kulmatycki. All voted aye.

County Engineer, Brad Skinner, provided an update to the board. They've been working on the pilings of the two bridge projects. Dry conditions are preventing them from working on pot holes and ripples. They've been working on brush cutting on J29 and J46. A FM rock letting will occur on April 15<sup>th</sup>. The Secondary Roads budget was not extended like the county's and must be approved prior to April 15<sup>th</sup>.

Public Comments: Mike Matthes thanked the board for the letter of support and announced the award of \$6 million following their first letter of support to expand railroads in Appanoose County.

Terry Sivetts spoke about snow removal and the new dust control policy.

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

The Board adjourned to meet the call of the Auditor at 9:31 A.M.

Appanoose County Board of Supervisors

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Attest:

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Kelly Howard, Appanoose County Auditor





# State of Iowa

Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
The Rat Pack, Inc.	Louies lakeside Bistro BBQ	(515) 371-5599		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
21646 Marina Place	Suite 1	Moravia	Appanoose	52571
MAILING ADDRESS	CITY	STATE	ZIP	
21646 Marina Place	Moravia	Iowa	52571	

## Contact Person

NAME	PHONE	EMAIL
Tim Holmes	(515) 371-5599	tholmes57@gmail.com

## License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0042440	Class C 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 C Retail Alcohol License



PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Tim Holmes	Albia	Iowa	52531	Pres	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Auto Owners Insurance Company

POLICY EFFECTIVE DATE

Apr 1, 2024

POLICY EXPIRATION DATE

Apr 1, 2025

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



# State of Iowa

Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
ACHIEVA ENTERPRISES LLC	Honey Creek Resort	(641) 724-1411		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
12633 Resort Drive	Golf Pro Shop and Golf Course	Moravia	Appanoose	52571
MAILING ADDRESS	CITY	STATE	ZIP	
12633 Resort Drive	Moravia	Iowa	52571	

## Contact Person

NAME	PHONE	EMAIL
Connie Cremeens	(641) 724-1411	conniec@hcriowa.net

## License Information

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

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Mar 1, 2024	Feb 28, 2025	

SUB-PERMITS

Class C Retail Alcohol License



# State of Iowa

Alcoholic Beverages Division

## PRIVILEGES

Outdoor Service

## Status of Business

### BUSINESS TYPE

Limited Liability Company

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
BETH HENDERSON	Moravia	Iowa	52571	President	51.00	Yes
TERRY HENDERSON	Moravia	Iowa	52571	Vice President	49.00	Yes

## Insurance Company Information

### INSURANCE COMPANY

Lexington Insurance Company

### POLICY EFFECTIVE DATE

Apr 12, 2023

### POLICY EXPIRATION DATE

Apr 12, 2025

### DRAM CANCEL DATE

### OUTDOOR SERVICE EFFECTIVE DATE

### OUTDOOR SERVICE EXPIRATION DATE

### BOND EFFECTIVE DATE

### TEMP TRANSFER EFFECTIVE DATE

### TEMP TRANSFER EXPIRATION DATE



# State of Iowa

## Alcoholic Beverages Division

### Applicant

NAME OF LEGAL ENTITY

The Rat Pack, Inc.

NAME OF BUSINESS(DBA)

Louies lakeside Bistro BBQ

BUSINESS

(515) 371-5599

ADDRESS OF PREMISES

21646 Marina Place

PREMISES SUITE/APT NUMBER

Suite 1

CITY

Moravia

COUNTY

Appanoose

ZIP

52571

MAILING ADDRESS

21646 Marina Place

CITY

Moravia

STATE

Iowa

ZIP

52571

### Contact Person

NAME

Tim Holmes

PHONE

(515) 371-5599

EMAIL

tholmes57@gmail.com

### License Information

LICENSE NUMBER

LC0042440

LICENSE/PERMIT TYPE

Class C Retail Alcohol License

TERM

12 Month

STATUS

Submitted  
to Local  
Authority

TENTATIVE EFFECTIVE DATE

Apr 1, 2024

TENTATIVE EXPIRATION DATE

Mar 31, 2025

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Retail Alcohol License



# State of Iowa

Alcoholic Beverages Division

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Outdoor Service

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### OUTDOOR SERVICE EXPIRATION DATE

### BOND EFFECTIVE DATE

### TEMP TRANSFER EFFECTIVE DATE

### TEMP TRANSFER EXPIRATION DATE



# State of Iowa

Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
ACHIEVA ENTERPRISES LLC	Honey Creek Resort	(641) 724-1411		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
12633 Resort Drive	Golf Pro Shop and Golf Course	Moravia	Appanoose	52571
MAILING ADDRESS	CITY	STATE	ZIP	
12633 Resort Drive	Moravia	Iowa	52571	

## Contact Person

NAME	PHONE	EMAIL
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Class C Retail Alcohol License



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Alcoholic Beverages Division

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### POLICY EFFECTIVE DATE

Apr 12, 2023

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Apr 12, 2025

### DRAM CANCEL DATE

### OUTDOOR SERVICE EFFECTIVE DATE

### OUTDOOR SERVICE EXPIRATION DATE

### BOND EFFECTIVE DATE

### TEMP TRANSFER EFFECTIVE DATE

### TEMP TRANSFER EXPIRATION DATE



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

This Data Grant Agreement is entered into this 8 day of March, 2024 by and between Appanoose County AND

Iowa DOT (Hereinafter referred to as Grantee)  
(Print or Type Grantee Name)

800 Lincolnway Ames, IA 50010  
(Print or Type Grantee Address)

Jon Rees 515-239-1081  
(Print or Type Grantee Contact Person) (Print or Type Grantee Telephone Number)

**Project Name and Description:** Property parcel information for Iowa DOT staff to review on projects within Appanoose County.

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

*Appanoose county property parcel information.*

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: *Jon Rues* Date *3/8/24*

Print Name: *Jon Rues*

Title: *Transportation Planner*

Company or Affiliation: *Iowa DOT*

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

## Data Acquisition Agreement Concerning Geographic Information System Data

This Data Acquisition Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Appanoose County AND

CoreLogic Solutions, LLC

(Hereinafter referred to as Customer)

(Print or Type Customer Name)

1625 NW 136th Avenue Suite E-100 Sunrise, FL 33323

(Print or Type Customer Address)

Ping Galimba

954-321-7539

(Print or Type Customer Contact Person)

(Print or Type Customer

Telephone Number)

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

Create proprietary value-added products from raw data.

**The PURPOSE OF THIS DATA ACQUISITION AGREEMENT is to specify the terms and conditions under which Customer may acquire Geographic Information Systems (GIS) data from Appanoose County.**

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

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

**Appanoose County agrees** to provide the GIS data listed on page 3 of this agreement, for the intended use described above. The fees charged the Customer for this GIS data are based on the cost of the data, as well as the direct cost of the of materials and services to provide the data.

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

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

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

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

1. The Customer understands that this is a one-time only delivery and that Appanoose County has no responsibility for updating, this product or information therein.
2. This Data Acquisition Agreement does not constitute a sale or transfer of any title or interest in the Appanoose County GIS data.
3. The Customer agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for databases, tax maps, and other collateral information, and products established or produced by Appanoose County, or the vendors furnishing said items to Appanoose County
4. The Customer may copy the Appanoose County GIS data granted via this agreement only for backup purposes and not for use by any party other than the Customer.

5. Derived products such as graphic displays and printed tabular listings derived from Appanoose County GIS data may be used in publications and presentations, provided that credit is given to Appanoose County as the custodian of the data and credit is also given to the original source of the data if other than Appanoose County.
6. The Appanoose County GIS data are acquired solely and exclusively for the internal use of the Customer and not for the use by any other person or entity, including, but not limited to, any entity which is affiliated with the Customer unless specified at the time of acquisition.
7. The Customer shall not license, assign, release, publish, transfer, sell or otherwise make available the Products or portion thereof to a third party without the expressed written permission of Appanoose County. Any such attempted assignment or transfer shall be null and void, and shall be a breach of this Agreement.
8. Upon the occurrence of the breach of or non-compliance with any term or provision of this Agreement, Appanoose County may provide written notice of the occurrence to the Customer, and terminate this Agreement. This Agreement shall terminate immediately following such notice by Appanoose County. The Customer shall, within 30 day after termination of this Agreement, return all GIS Products that were provided through this Agreement and are in the possession of the Customer to Appanoose County
9. This Data Acquisition Agreement constitutes the entire contract between the parties hereto. This Agreement may not be changed, modified, or amended, in whole or in part, except in writing, and signed by the parties.
10. This Agreement and performance hereunder shall be governed and construed by the laws of the State of Iowa.

*Appanoose County makes no claims as to the reliability of the data or the validity of any future use of this data. Appanoose County maintains an ongoing program to record and correct errors in this data that are brought to its attention. Appanoose County maintains records regarding the methods used to collect and process this data and will provide this information upon request.*

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

**Appanoose County provides the Products listed below to the Customer for internal use in accordance with this Data Acquisition Agreement.**

The GIS Products being provided via this agreement are: \_\_\_\_\_  
Most current county wide parcels (polygons -numbers and boundaries information  
with projection file) and address structure points in shape file format.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The period of time for which the Customer is allowed the right to use the GIS Products is:  
For as long as it is needed.

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

Customer shall pay Appanoose County a one-time fee of \$ 50.00 for the cost of the time to produce the data, as well the direct cost of materials and services has itemized on the Appanoose County GIS Data Cost Analysis sheet.

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

DocuSigned by:  
Mark Chowtham  
DD33C7485E54417... Authorizing Signature: \_\_\_\_\_ Date 2/28/2024

Print Name: Mark Chowtham

Title: Sr. Leader- Data Acquisition

Company or Affiliation: CoreLogic Solutions, LLC

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



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

This Data Grant Agreement is entered into this 8 day of March, 2024 by and between Appanoose County AND

Iowa DOT (Hereinafter referred to as Grantee)  
(Print or Type Grantee Name)

800 Lincolnway Ames, IA 50010  
(Print or Type Grantee Address)

Jon Rees 515-239-1081  
(Print or Type Grantee Contact Person) (Print or Type Grantee Telephone Number)

Project Name and Description: Property parcel information for Iowa DOT staff to review on projects within Appanoose County.

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: \_\_\_\_\_  
Appanoose County property parcel information.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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: Jon Rues Date 3/8/24  
Print Name: Jon Rues  
Title: Transportation Planner  
Company or Affiliation: Iowa DOT

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

## Data Acquisition Agreement Concerning Geographic Information System Data

This Data Acquisition Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Appanoose County AND

CoreLogic Solutions, LLC

(Hereinafter referred to as Customer)

(Print or Type Customer Name)

1625 NW 136th Avenue Suite E-100 Sunrise, FL 33323

(Print or Type Customer Address)

Ping Galimba

954-321-7539

(Print or Type Customer Contact Person)  
Telephone Number)

(Print or Type Customer

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

Create proprietary value-added products from raw data.

**The PURPOSE OF THIS DATA ACQUISITION AGREEMENT is to specify the terms and conditions under which Customer may acquire Geographic Information Systems (GIS) data from Appanoose County.**

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

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

**Appanoose County agrees** to provide the GIS data listed on page 3 of this agreement, for the intended use described above. The fees charged the Customer for this GIS data are based on the cost of the data, as well as the direct cost of the of materials and services to provide the data.

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

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

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

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

1. The Customer understands that this is a one-time only delivery and that Appanoose County has no responsibility for updating, this product or information therein.
2. This Data Acquisition Agreement does not constitute a sale or transfer of any title or interest in the Appanoose County GIS data.
3. The Customer agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for databases, tax maps, and other collateral information, and products established or produced by Appanoose County, or the vendors furnishing said items to Appanoose County
4. The Customer may copy the Appanoose County GIS data granted via this agreement only for backup purposes and not for use by any party other than the Customer.

5. Derived products such as graphic displays and printed tabular listings derived from Appanoose County GIS data may be used in publications and presentations, provided that credit is given to Appanoose County as the custodian of the data and credit is also given to the original source of the data if other than Appanoose County.
6. The Appanoose County GIS data are acquired solely and exclusively for the internal use of the Customer and not for the use by any other person or entity, including, but not limited to, any entity which is affiliated with the Customer unless specified at the time of acquisition.
7. The Customer shall not license, assign, release, publish, transfer, sell or otherwise make available the Products or portion thereof to a third party without the expressed written permission of Appanoose County. Any such attempted assignment or transfer shall be null and void, and shall be a breach of this Agreement.
8. Upon the occurrence of the breach of or non-compliance with any term or provision of this Agreement, Appanoose County may provide written notice of the occurrence to the Customer, and terminate this Agreement. This Agreement shall terminate immediately following such notice by Appanoose County. The Customer shall, within 30 day after termination of this Agreement, return all GIS Products that were provided through this Agreement and are in the possession of the Customer to Appanoose County
9. This Data Acquisition Agreement constitutes the entire contract between the parties hereto. This Agreement may not be changed, modified, or amended, in whole or in part, except in writing, and signed by the parties.
10. This Agreement and performance hereunder shall be governed and construed by the laws of the State of Iowa.

*Appanoose County makes no claims as to the reliability of the data or the validity of any future use of this data. Appanoose County maintains an ongoing program to record and correct errors in this data that are brought to its attention. Appanoose County maintains records regarding the methods used to collect and process this data and will provide this information upon request.*

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

**Appanoose County provides the Products listed below to the Customer for internal use in accordance with this Data Acquisition Agreement.**

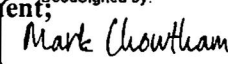
**The GIS Products being provided via this agreement are:** \_\_\_\_\_  
Most current county wide parcels (polygons -numbers and boundaries information  
with projection file) and address structure points in shape file format.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**The period of time for which the Customer is allowed the right to use the GIS Products is:**  
**For as long as it is needed.**

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

Customer shall pay Appanoose County a one-time fee of \$ 50.00 for the cost of the time to produce the data, as well the direct cost of materials and services has itemized on the Appanoose County GIS Data Cost Analysis sheet.

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

DocuSigned by:  
  
\_\_\_\_\_  
DD33C7485E54417... **Authorizing Signature:** \_\_\_\_\_ **Date** 2/28/2024

**Print Name:** Mark Chowtham

**Title:** Sr. Leader- Data Acquisition

**Company or Affiliation:** CoreLogic Solutions, LLC

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



*Appanoose County Zoning Administrator*

**Elizabeth Burgin**

COURTHOUSE

201 N. 12th

CENTERVILLE, IOWA 52544

Phone (641) 437-4529

Fax (641) 856-3062

bburgin@appanoosecounty.net

3/12/2024

*Jerry Howe a zoning board member has resigned from the Zoning board effective immediatly. I recommend that Amy Tubbs be appointed to complete Jerry Howes term which ends 1/1/2025.*

*Thank you,*

*Beth Burgin*

*Appanoose County Zoning Administrator*

*641.437.4529*

**Re: Zoning Meeting**

Jerry Howe <jerryhowe@mac.com>

Tue 3/12/2024 3:12 PM

To: Beth Burgin <bburgin@appanoosecounty.net>

I resign from zoning.

Jerry

Sent from my iPad

On Mar 12, 2024, at 3:08 PM, Beth Burgin <bburgin@appanoosecounty.net> wrote:

Good Afternoon,

I will be holding a zoning meeting on 3/28 for requests made by Jim Lindsey & MaKaine Rienhart. There have been a couple more informal things but they haven't turned in the paperwork so for now it will just be the two. I have attached the information and also mailed paper copies to you.

Hope to see you there! Thanks!

*Beth Burgin*

*Appanoose County Zoning*

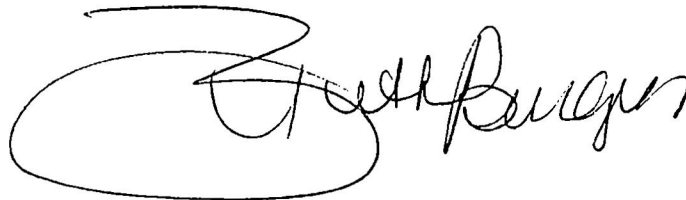
*641.437.4529*

<Letter sent.pdf>

<Zoning Agenda 3-28-2024.doc>

<Attachments.pdf>

*Accepted 3/12/24*

A handwritten signature in black ink, appearing to read "Beth Burgin". The signature is written in a cursive style with a large, looping initial "B".

## Notice of Destruction of Noxious Weeds

To All Property Owners in Appanoose County, IA

You are hereby notified that in accordance with the provisions of Chapter 317 of the Code of Iowa, Chapter 58 of the Iowa Department of Agriculture and Land Stewardship Administrative Code, and amendments thereto; the Board of Supervisors and the appointed Weed Commissioner of Appanoose County, Iowa declare that owners or persons in control of real estate within said county shall **eradicate** all Class A noxious weeds and **control** all Class B noxious weeds.

The following recommended dates are guidelines only. All Class A noxious weeds to be eradicated and all Class B noxious weeds to be controlled from Chapter 58 of the Iowa Department of Agriculture and Land Stewardship Administrative Code, 21-58.4(317) are listed below. Measures of control shall take place at such time, in each year, and in such a manner as shall prevent such weeds from blooming or coming to maturity throughout the growing season. Weather conditions may cause weeds to mature several weeks ahead of normal and consequently require control measures prior the listed dates. Any landowner with property under CRP contract with the USDA is encouraged to consult with their local office and must abide by contract requirements.

Priority Weed Species as specified by Iowa Administrative Code Chapter 58 & Iowa Code 2023 Chapter 317

**Class A Noxious Weeds for eradication include:** May 15, 2024 —Palmer Amaranth

**Class B Noxious Weeds for control include:**

**Group 1:** May 15, 2024 — Leafy Spurge

**Group 2:** June 15, 2024 — Canada Thistle, Teasel (biennial), and Multiflora Rose

**Group 3:** June 30, 2024—European Morning Glory or Field Bindweed, Bull Thistle

Other Noxious Weed Species listed in Chapter 317. I (A) to be controlled are:

Quack Grass, Perennial Sow Thistle, Horse Nettle,

Perennial Pepper-Grass, Russian Knapweed, Buckthorn (Rhamnus spp., not to include Frangula alnus, syn.

Rhamnus frangula), All other species of Thistles belonging in the genera of Cirsium and Carduus, Butterprint

(annual), Cocklebur (annual), Wild Mustard (annual), Wild Carrot (biennial), Buckhorn (perennial), Sheep Sorrel

(perennial), Sour Dock (perennial), Smooth dock (perennial), Poison Hemlock, Wild Sunflower (annual),

Puncture Vine (annual), Shattercane (annual).

In case of landowners and tenants failing to comply with an order to destroy weeds made pursuant to Chapter 317, Chapter 58 of the Iowa Code, and amendments thereto, the Weed Commissioner or Deputies assigned by the Weed Commissioner may enter private lands five days after serving a destruction notice in order to conduct control on any weed infestation. The cost of this destruction, the cost of serving notice, and other related costs will be billed. If the bill is not paid, the cost of said destruction will be assessed to the tax rolls of the weed violator. Also, the weed commissioner may pose a fine for each day of noncompliance up to ten days at the rate of ten dollars per day.

BY ORDER OF THE BOARD OF SUPERVISORS OF APPANOOSE COUNTY

Passed and approved this \_\_\_\_ day of March, 2024

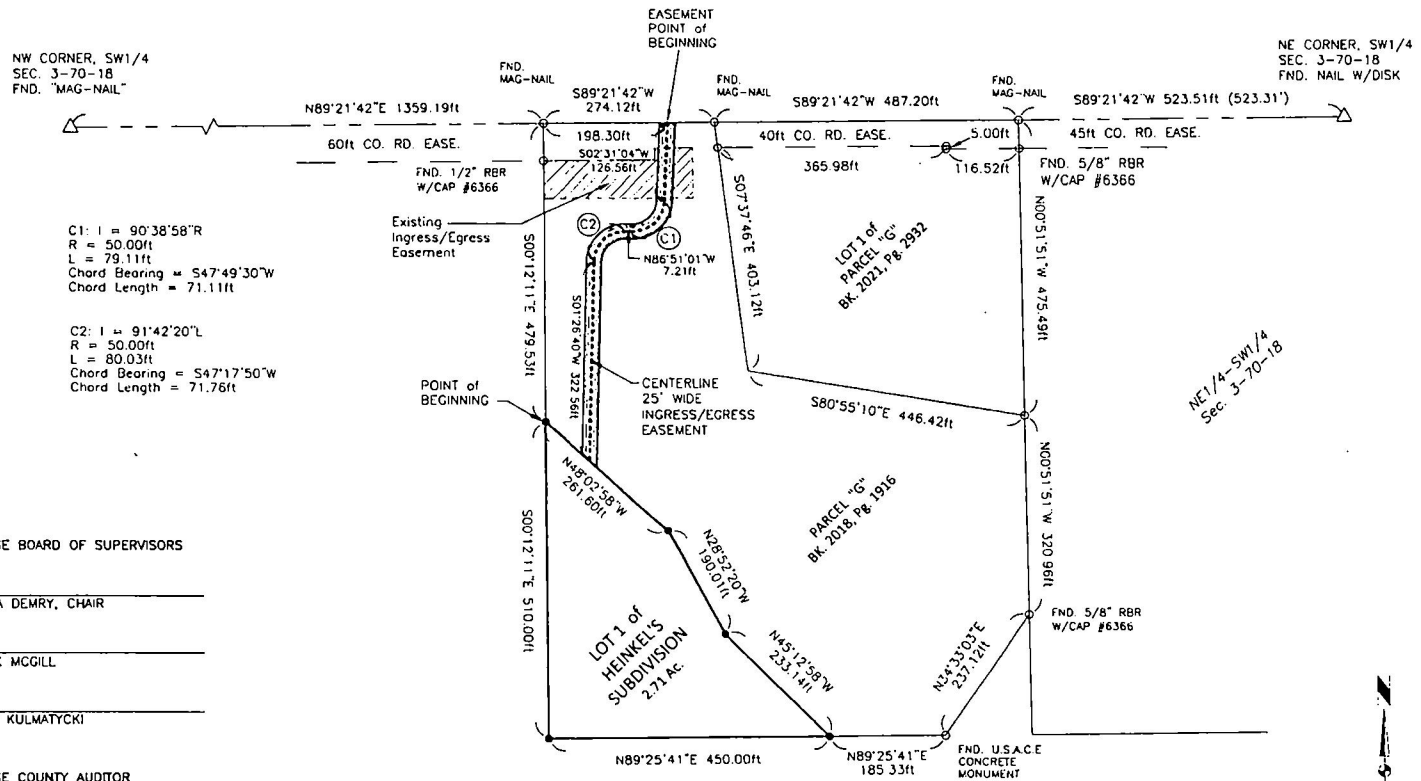
\_\_\_\_\_  
Linda Demry, Chairman

\_\_\_\_\_  
Dianna Daly-Husted, Weed Commissioner

ATTEST:

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

FINAL PLAT  
HEINKEL'S SUBDIVISION



APPROVED BY APPANOOSE BOARD OF SUPERVISORS

DATE: \_\_\_\_\_  
LINDA DEMRY, CHAIR

MARK MCGILL

JEFF KULMATYCKI

APPROVED BY APPANOOSE COUNTY AUDITOR

DATE: \_\_\_\_\_  
KELLY HOWARD

APPROVED BY APPANOOSE COUNTY ASSESSOR

DATE: \_\_\_\_\_

APPROVED BY APPANOOSE COUNTY ENGINEER

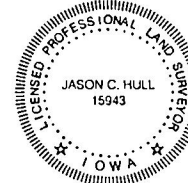
DATE: \_\_\_\_\_  
BRADLEY J SKINNER, PE & PLS

REFERENCE SURVEY:

Plot of Survey prepared by Wendell W. Folkerts for IA Development LLC, dated September 20, 2018, and Recorded in Bk. 2018 Pg. 1916 in the Appanoose County, Iowa Recorder's Office..

• ALL BEARINGS AND DISTANCES ARE THE RESULT OF GPS OBSERVATIONS, 1A RCS, ZONE 12. •

Prepared by & Return to:  
French-Reneker-Associates, Inc., 1501 S. Main St., Fairfield, IA 52556, Phone: (641) 472-5145, Surveyor: Jason C. Hull



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Jason C. Hull, P.L.S. 12-7-23 date

License number 15943

My license renewal date is December 31, 2024

Pages or sheets covered by this seal: SHEETS 1 & 2

**LEGEND:**

FOUND 5/8"x30" REBAR  
W/ORANGE PLASTIC  
CAP #15943 UNLESS  
OTHERWISE NOTED.....O

SET 5/8"x30" REBAR  
W/ORANGE PLASTIC  
CAP #15943 .....

Drawn By:	JLF
Date:	12-4-23
Project No.	23-888
Sheet	1 of 2



FRENCH-RENEKE  
ASSOCIATES

1.  $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$

SECTION CORNER....  $\triangle$ 

## INDEX LEGEND

County: APPANOOSE

Section: 3 Township: 70 N Range: 18 W

Aliquot Part: NE 1/4 - SW 1/4

City: N/A

Block: N/A

Lot(s): N/A

Proprietor: MICHAEL WAYNE HEINKEL

Requested By: MIKE HEINKEL

INDEX LEGEND	
County:	APPANOOSE
Section: 3	Township: 70 N Range: 18 W
Aliquot Part:	NE 1/4 - SW 1/4
City:	N/A
Subdivision:	N/A
Block:	N/A
Lot(s):	N/A
Proprietor:	MICHAEL WAYNE HEINKEL
Requested By:	MIKE HEINKEL

Prepared by & Return to: French-Reneker-Associates, Inc., 1501 S. Main St., Fairfield, IA 52556, Phone: (641) 472-5145, Surveyor: Jason C. Hull

## FINAL PLAT HEINKEL'S SUBDIVISION

This Subdivision Plat of Survey is a true and correct representation of the field notes of a survey performed under my direct supervision on September 27, 2023, for the purpose of locating and marking the following described parcel of land, to-wit:

### LOT 1 of HEINKEL'S SUBDIVISION

A part of Parcel "G" as shown a Plat of Survey prepared by Wendell W. Folkerts in the Northeast Quarter of the Southwest Quarter of Section 3, Township 70 North, Range 18 West of the Fifth Principal Meridian, Appanoose County, Iowa, being more particularly described as follows:

Commencing at the Northwest Corner of the Southwest Quarter of said Section 3; thence North 89 degrees 21 minutes 42 seconds East along the north line of said Southwest Quarter a distance of 1359.19 feet to the west line of said Parcel "G"; thence South 00 degrees 12 minutes 11 seconds East along said west line a distance of 479.53 feet to the Point of Beginning; thence continuing South 00 degrees 12 minutes 11 seconds East along the west line of said Parcel "G" a distance of 510.00 feet to the south line of said Parcel "G"; thence North 89 degrees 25 minutes 41 seconds East along said south line a distance of 450.00 feet; thence North 45 degrees 12 minutes 58 seconds West a distance of 233.14 feet; thence North 28 degrees 52 minutes 20 seconds West a distance of 190.01 feet; thence North 48 degrees 02 minutes 58 seconds West a distance of 261.60 feet to the Point of Beginning, containing 2.71 acres, more or less.


### 25 FOOT WIDE INGRESS/EGRESS EASEMENT DESCRIPTION

A part of said Parcel "G" in the Northeast Quarter of the Southwest Quarter of Section 3, Township 70 North, Range 18 West of the Fifth Principal Meridian, Appanoose County, Iowa, the centerline of said easement being more particularly described as follows:

Commencing at the Northwest Corner of the Southwest Quarter of said Section 3; thence North 89 degrees 21 minutes 42 seconds East along the north line of said Southwest Quarter a distance of 1633.31 feet to the centerline of an existing driveway and the Point of Beginning of said easement; thence South 02 degrees 31 minutes 04 seconds West along the centerline of said easement a distance of 126.56 feet; thence southwesterly along said centerline and along a curve, concave northwesterly, a distance of 79.11 feet, said curve having a radius of 50.00 feet, a central angle 90 degrees 38 minutes 58 seconds Right, a chord bearing of South 47 degrees 49 minutes 30 seconds West, and a chord length of 71.11 feet; thence North 86 degrees 51 minutes 01 seconds West along said centerline a distance of 7.21 feet; thence southwesterly along said centerline and along a curve, concave southeasterly, a distance of 80.03 feet, said curve having a radius of 50.00 feet, a central angle 91 degrees 42 minutes 20 seconds Left, a chord bearing of South 47 degrees 17 minutes 50 seconds West, and a chord length of 71.76 feet; thence South 01 degrees 26 minutes 40 seconds West along said centerline a distance of 322.56 feet to the northerly line of Lot 1 of Heinkel's Subdivision and there terminating, said easement contains 0.35 acres, more or less, including 0.02 acres of presently established Appanoose County road easement.

\* ALL BEARINGS AND DISTANCES ARE THE RESULT OF GPS OBSERVATIONS, IA RCS, ZONE 12. \*

C:\2023\23888\FIN\DRAWINGS\C3D\23-888 Heinkel FINAL PLAT.dwg -- Model

Drawn By:	JCH	 <b>FRENCH-RENEKER-ASSOCIATES</b> <small>ENGINEERS &amp; SURVEYORS</small>
Date:	12-4-23	
Project No.	23-888	
Sheet	2 of 2	

## RESOLUTION FOR INTERFUND OPERATING TRANSFER \_\_\_\_\_

Whereas, it is desired to transfer monies from the Rural Services Fund to the Secondary Road Fund, and

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

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

Section 1. The sum of \$ \$224,510.00 is ordered to be transferred from the Rural Services Fund to the Secondary Road Fund, effective 03-18-2024.

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 03-18-2024 the vote being as follows:

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

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

Attest:

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

**RESOLUTION FOR SPEED LIMIT ESTABLISHMENT PUBLIC HEARING**  
Appanoose County

WHEREAS, a request has been made with the Appanoose County Board of Supervisors asking that action be taken to establish speed limits along Appanoose County Highway J3T and Highway T61, described as follows:

The portion of County Highway J3T from Moravia City Limits east through Unionville to the County Limits and County Highway T61 from Iowa Highway 2 north through Unionville to the County Limits.

NOW THEREFORE BE IT RESOLVED that a hearing on the speed limit establishment will be held in the Board Room, Appanoose County Courthouse, 201 N 12<sup>th</sup>, Centerville IA 52544 at 9:15 AM on Monday April 15<sup>th</sup>, 2024 in accordance with Iowa Code Chapter 321.255 and 321.285.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
ATTEST: Kelly Howard  
Appanoose County Auditor

\_\_\_\_\_  
Date

# NOTICE TO BIDDERS

## Project Number: FM-CO04(126)--55-04

Sealed bids will be accepted by the County Auditor of Appanoose County at their office in Centerville, Iowa, until 9:00 AM, on Monday April 15, 2024 for the various items of construction work listed below.

A Certified check, made payable to the County, or a Cashier's check, made payable to either the County or to the contractor, drawn upon a solvent bank or a bid bond, shall be filed with each proposal in an amount as set forth in the proposal form. Cashier's check, made payable to the contractor, shall contain an unqualified endorsement to the County signed by the contractor or his authorized agent. Failure to execute a contract and file an acceptable bond and Certificate of Insurance within 30 days of the date of the approval for awarding of the contract, as herein provided, will be just and sufficient cause for the denial of the award and the forfeiture of the proposal guaranty.

Plans, specifications and proposal forms for the work may be seen and may be secured at County Engineer's Office at 1200 Highway 2 West, Centerville IA 52544.

All proposals must be filed on the forms furnished by the County, sealed and plainly marked. Proposals containing any reservations not provided for in the forms furnished may be rejected, and the County Board reserves the right to waive technicalities and to reject any or all bids.

Attention of bidders is directed to the Special Provisions covering the qualifications of bidders and subletting or assigning of the contract.

As a condition precedent to being furnished a proposal form, a prospective bidder must be on the current Iowa Department of Transportation or local county list of qualified bidders, except that this requirement will not apply when bids are received solely for materials, supplies, or equipment.

APPANOOSE County shall issue sales tax exemption certificates through the Iowa Department of Revenue and Finance to the successful bidder and subcontractors to enable them to purchase qualifying materials for the project free of sales tax.

The County, in accordance with the Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C.2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### Description of the Proposed Work: FM-CO04(126)--55-04

Apply gravel to various sections of FM roads

Description	Units	Quantity
285 <sup>th</sup> Ave	TON	575
294 <sup>th</sup> Ave and 485 <sup>th</sup> St	TON	1,175
485 <sup>th</sup> St	TON	500
550 <sup>th</sup> St	TON	500
290 <sup>th</sup> Ave and 570 <sup>th</sup> St	TON	575
570 <sup>th</sup> St	TON	775
590 <sup>th</sup> St	TON	250
141 <sup>st</sup> Ave, 594 <sup>th</sup> St, 155 <sup>th</sup> Ave and 153 <sup>rd</sup> Ave	TON	1,100
600 <sup>th</sup> St	TON	700

Total Proposal Guaranty is \$500.00; Completion Date: 06/15/2024; \$100.00/Day Liquidated Damages



STANDARD SPECIFICATIONS FO THE IDOT, SERIES 2023, AND CURRENT SUPPLEMENTAL SPECIFICATIONS SHALL APPLY.

Approved by the Appanoose County Board of Supervisors at their regular session on 03/18/2024.

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By: Kelly Howard, Appanoose County Auditor

IOWA  
DEPARTMENT OF TRANSPORTATION  
*Highway Division*  
PLANS OF PROPOSED IMPROVEMENTS ON THE  
**FARM-TO-MARKET SYSTEM**  
**APPANOOSE COUNTY**

PROJECT NO. FM-C004(126)--55-04  
FM ROCK

PROJECT: FM-C004(126)--55-04

INDEX OF SHEETS

NO.	DESCRIPTION
1	TITLE SHEET - ESTIMATE OF QUANTITIES
2	LOCATION MAP

PROJECT TRAFFIC CONTROL

THROUGH TRAFFIC WILL BE MAINTAINED DURING CONSTRUCTION. LOCAL TRAFFIC TO ADJACENT PROPERTIES WILL BE MAINTAINED AS PROVIDED FOR IN ARTICLE 1107.08, 2023 STANDARD SPECIFICATIONS PLUS CURRENT SUPPLEMENTAL SPECIFICATIONS. TRAFFIC CONTROL DEVICES, PROCEDURES, LAYOUTS, SIGNING, AND PAVEMENT MARKINGS INSTALLED WITHIN THE LIMITS OF THIS PROJECT SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" AS ADOPTED BY THE DEPARTMENT PER 761 OF THE IOWA ADMINISTRATIVE CODE (IAC) CHAPTER 130.

THE IOWA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, SERIES 2023, PLUS GENERAL SUPPLEMENTAL SPECIFICATIONS, AND APPLICABLE SUPPLEMENTAL SPECIFICATIONS, DEVELOPMENTAL SPECIFICATIONS, AND SPECIAL PROVISIONS, SHALL APPLY TO CONSTRUCTION ON THIS PROJECT.

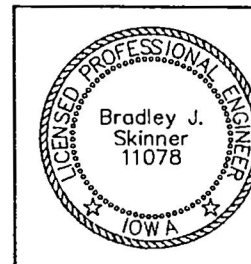
ESTIMATED PROJECT QUANTITIES				
No.	Item	911 Location	Terminal	Miles Tons
1	Granular Surfacing	285th Ave	From Hwy J3T to 405th St	2.30 575
2	Granular Surfacing	294th Ave & 485th St	From 450th St to Hwy T61	4.7 1,175
3	Granular Surfacing	485th St	From 280th Ave to 280th Ave	2.00 500
4	Granular Surfacing	550th St	From 296th Ave to Moulton City Limits	2.00 500
5	Granular Surfacing	290th Ave & 570th St	From 555th St to 300th Ave	2.30 575
6	Granular Surfacing	570th St	From Exline City Limits to 265th Ave	3.10 775
7	Granular Surfacing	590th St	204th Ave to 210th Ave	1.00 250
8	Granular Surfacing	141st Ave, 594th St, 155th Ave & 153rd Ave	From 614th St to 580th St	4.40 1,100
9	Granular Surfacing	600th St	From 594th St to State Hwy 5	2.80 700

Notes: 1. CLASS "D" CRUSHED STONE SHALL BE IN ACCORDANCE WITH THE FOLLOWING GRADATION:

Sieve Size	1.5"	1.0"	3/4"	1/2"	3/8"	4"	8"	30"	50"	100"	200"
% Passing	100	85-95	70-90				5-20				0-8

- THE ITEMS WILL BE FURNISHED, AND DELIVERED TO THE SITE BY CONTRACTOR BY JUNE 15TH 2024.
- APPLICATION RATE FOR CRUSHED STONE IS 250 TONS PER MILE.
- EACH ITEM IS TO BE CONSIDERED SEPARATELY.
- SUCCESSFUL BIDDERS MUST PROVIDE PROOF OF ADEQUATE INSURANCE, AS PER SECTION 1107.02 OF IDOT STANDARD SPEC, SERIES 2023.
- SUCCESSFUL BIDDER MUST PROVIDE PROOF THAT EACH DRIVER IS PARTICIPATING IN AN APPROVED IDOT RANDOM DRUG SCREENING PROGRAM.
- HAULING WILL BE SUSPENDED IF CONTRACTOR CAN NOT MAINTAIN 750 TON PER DAY HAUL RATE.
- COUNTY ENGINEER WILL SUSPEND HAULING ON DAYS THAT SECONDARY ROADS ARE BEING DAMAGED DUE TO HAUL.
- ALL BRIDGE POSTINGS SHALL BE OBSERVED. COUNTY ENGINEER RESERVES THE RIGHT TO REFUSE THE LOADS OF TRUCKS HAULING OVER ANY APPANOOSE COUNTY BRIDGE EXCEEDING THE POSTED LOAD LIMIT. OFFENDING TRUCK OPERATORS WILL BE SUSPENDED FROM THE PROJECT FOR THE DURATION OF THE CONTRACT. CONTINUED VIOLATION MAY RESULT IN THE TERMINATION OF THE CONTRACT.
- START OF DELIVERY AND HAULING FOR EACH ITEM WILL BE COORDINATED IN ADVANCE WITH THE COUNTY ENGINEER, OR DESIGNEE. APPANOOSE COUNTY'S WORK HOURS WILL BE OBSERVED (MONDAY THRU THURSDAY 6AM TO 4:30PM), NO TRUCK WILL BE UNLOADED AFTER 4PM.

BOARD OF SUPERVISORS



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA

Signature Date

Bradley J. Skinner P.E. & L.S. (11078)

My license renewal date is 12-31-24

Pages or sheets covered by this

seal: 1-2

2 TOTAL SHEETS

( ) ITEM TERMINI  
FM ROCK  
• 25-40-40 POSTED BRIDGE

QUANTITY SUMMARY		
ITEM	Miles	Tons
1	2.30	575
2	4.70	1,175
3	2.00	500
4	2.00	500
5	2.30	575
6	3.10	775
7	1.00	250
8	4.40	1,100
9	2.80	700