OFFICE OF THE

# Appanoose County Auditor

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

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#### Meeting Agenda July 1, 2024

The Appanoose County Board of Supervisors will meet Monday, July 1, 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 June 17, 2024 meeting
- 4. Approve reports (6/21 payroll)
- 5. Approve bills
- 6. Approve Liquor License: Papo's Pumpkin Patch
- 7. Bradley Gardner: Moulton Watershed Structure B8 repair
- 8. Approve GIS Data Grant Agreement: Wayne Claassen Engineering
- 9. Approve EMS ballot language
- 10. Approve Appanoose County Fleet Policy
- 11. Approve MOU Mental Health Agency of Southeast Iowa
- 12. Approve FY25 Salary Certifications
- 13. 9:10 A.M. Public Hearing: Final Plat, Lago Vista
- 14. Approve Resolution 2024-28: Final Plat, Lago Vista
- 15. County Engineer report
  - a. Authorization to auction 2002 Trail King Trailer, VIN 1TKC030362M019701
  - b. Discussion and approval of FY 2025 Appanoose-Wapello County Engineer Agreement
- 16. Public Comments
- 17. Adjourn

Posted 6/27/24

#### June 17, 2024

Appanoose County Board of Supervisors met in regular session June 17, 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.

Need to add acceptance of County Attorney resignation and fill position by appointment. McGill motioned to approve the amended agenda. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the minutes from the June 3 & 11, 2024 meetings. Seconded by Demry. Demry & McGill aye. Kulmatycki abstained (absent from 6/11/24 meeting).

McGill motioned to approve 6/7 payroll and 5/24 Prisoner Room & Board transfer. Seconded by Kulmatycki. All voted aye.

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

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Access Sys	Off. Equip Repair & Maint	272.73
Access Sys	Typing-PrintBind.Serv.	144.73
Agriland FS	Bridge & Culvert Maint.	28283.92
Albia Newspapers	Typing-PrintBind.Serv.	994.08
All Makes	Off. Supplies & Forms	4334.80
Alliant	Electric Light & Power	2339.11
Amazon	Food Preparation Service	345.03
Amer Homè Fdg	Community Support Program	965.18
American Legion 407	Polling Places	50.00
App Co Auditor	Community Support Program	1638.00
Sec Rds	Mileage & Transp. Expense	3910.66
App Co Tourism	Contrib. & Purchase Serv	34170.32
App Co Treas	Off. Supplies & Forms	252.94
Ascendance	Bridge & Culvert Maint.	821.16
Axon Enterprise, Inc	Law Enf. Equip & Weapons	39998.80
Bailey Off	Off. Supplies & Forms	65.58
Baker's	Equipment Repair	19.08
M Baldwin	Election Official Comp	8.46
Denise Ballanger	Election Official Comp	200.34
L Ballanger	Election Official Comp	285.88
M Benjamin	Election Official Comp	290.47
W Benjamin	Election Official Comp	16.61
Bloomfield Rent-All	Engineering Services	315.00
C Bradley	Election Official Comp	46.00
L Bradley	Election Official Comp	66.00
Bratz Oil	Fuels	832.70
BUG PRO	Extermination Services	90.00
Calhoun Burns	Engineering Services	5654.39
J Campbell	Election Official Comp	15.08
Cantera Aggregates	Engineering Services	4966.50
Capital One	Medical & Health Services	340.86
Capital Sanitary Supply	Custodial Supplies	457.92
Card Services	Park Maint. & Supplies	229.35
M Cardani	Educational & Train.Serv.	107.10
CarQuest	Park Maint. & Supplies	693.25
CDW Government	Off. Supplies & Forms	266.52
Cville Fire Rescue	Park Maint. & Supplies	500.00
Cville Iron	Bridge & Culvert Maint.	18.20
C'ville Produce & Feed	Park Maint. & Supplies	77.96
Chariton Valley Elec	Bridge & Culvert Maint.	307.74
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Cville Wtrwks CocoBeen Reptiles L Coltrain M Conkity S Cossolotto K Cridlebaugh Davis Co Sch Davison Fuels & Oil A Dittmer B Dittmer J Dove P Dudenhoeffer Merry Dudley Eastern IA Tire R Eggerman Election Source Electronic Services System EveryStep Evolution AG Brian Felton C Fenton First National Bank Fogle TV D Forquer C Foster A Fraser **B** Frevert Fridge Freeze Inc S Gillick D Glenn S Golic PJ Greufe Griffing & George C Havens J Havens Hills San Historic Livingston Fdn Homestead Hotsy Cleaning Systems M A Hurley Hy-Vee IA Dept of Transp Inland Truck Parts Interstate All Battery Ctr IAAEYC IA Law Enforcement Academy IA Media Network IA Sec State Iowa Sportsman IPAC ISCTA J & J Ready Mix A Jaramillo Ayon J Jay John Deere P Johnson Kaeser & Blair

Water & Sewer	6549.12
Park Maint. & Supplies	150.00
Election Official Comp	257.15
Election Official Comp	268.60
Election Official Comp	200.00
Election Official Comp	200.00
Community Support Program	800.00
Fuels	148.08
Election Official Comp	200.00
Election Official Comp	220.00
Election Official Comp	180.00
Election Official Comp	66.00
Election Official Comp	180.00
Bridge & Culvert Maint.	1217.66
Election Official Comp	180.00
Election Supplies	343.14
Off. Equip Repair & Maint Homemaker-Home Health Aid	2438.92
Engineering Services	903.63 239.20
Rent & Utility Payments	450.00
Election Official Comp	218.63
Law Enf. Equip & Weapons	1249.70
Election Supplies	463.73
Off. Supplies & Forms	55.00
Election Official Comp	256.00
Election Official Comp	200.00
Election Official Comp	200.00
Medical Supplies	1180.00
Election Official Comp	190.80
Election Official Comp	191.34
Election Official Comp	214.13
Health Insurance	1500.00
Legal & Ct-Related Serv.	665.00
Election Official Comp	217.19
Election Official Comp	261.02
Bridge & Culvert Maint.	675.00
Contrib. & Purchase Serv	250.00
Food Preparation Service	8111.25
Building Repair & Maintce	333.50
Election Official Comp	187.20
Medical & Health Services	1486.90
Roads	65059.54
Bridge & Culvert Maint.	98.32
Law Enf. Equip & Weapons	155.20
Community Support Program Educational & Train.Serv.	69.00 150.00
Typing-PrintBind.Serv.	316.46
Voter Registration Serv.	78.21
Dues & Memberships	300.00
Election Supplies	3500.00
Dues & Memberships	250.00
Engineering Services	1680.00
Community Support Program	2401.00
Election Official Comp	269.32
Engineering Services	7376.89
Election Official Comp	180.00
Off. Supplies & Forms	464.78

B Kauzlarich	Election Official Comp	59.00
Kids World	Community Support Program	3255.66
Kiesler Police Supply	Law Enf. Equip & Weapons	9638.90
Kimball	Bridge & Culvert Maint.	353.07
Kinetic Edge	Bridge & Culvert Maint.	120.00
S Kirby	Election Official Comp	191.43
C Knorr	Election Official Comp	186.48
C Kramka	Election Official Comp	200.00
T Kramka	Election Official Comp	221.60
L&W Quarries	Engineering Services	368.03
S Larson	Election Official Comp	205.49
K Laurson	Mileage & Transp. Expense	85.05
Legends	Engineering Services	1041.91
Lexipol	Educational & Train.Serv.	14222.15
LexisNexis	Dues & Memberships	200.00
Lockridge	Park Maint. & Supplies	818.69
The Machinery Barn	Park Maint. & Supplies	25.74
C Maddy	Community Support Program	700.00
Mainstay Systems	Building Repair & Maintce	257.00
J Manning	Election Official Comp	90.00
MARC	Bridge & Culvert Maint.	287.24
C Marshall	Election Official Comp	194.58
MATURA	Community Support Program	1553.97
S McDanel	Election Official Comp	25.85
J McDanolds	Election Official Comp	230.69
M McGill	Mileage & Transp. Expense	103.50
Mercy Med Ctr	Engineering Services	35.00
MHC Kenworth	Bridge & Culvert Maint.	500.73
MMIT	Off. Supplies & Forms	125.16
MMIT	Off. Equip Repair & Maint	118.55
Monroe Pub Hlth	Community Support Program	1735.18
P Morrow	Election Official Comp	59.00
Natel	Telephone & Telegr.Serv.	55.00
O'Reilly	Bridge & Culvert Maint.	392.51
Official Pest Control	Extermination Services	120.00
G Odgen	Election Official Comp	225.56
Orchard Pl	Community Support Program	3804.46
Ottumwa Health Group	Engineering Services	40.00
Owl Pharm	Prescriptions & Medicine	183.66
Petty C-Sheriff	Postage & Mailing	5.32
R Pfannebecker	Building Repair & Maintce	228.24
Phelps Uniform	Bridge & Culvert Maint.	501.84
Pitney Bowes	Off. Equip Repair & Maint	195.00
Pitney Bowes	Off. Supplies & Forms	3700.00
Polk Co Sheriff	Legal Serv. Dep-Subp-Tran	38.04
Proctor Corp	Heat-Cool-Elevator-Rpr-Mn	2419.00
Quill	Off. Supplies & Forms	339.92
RACOM	Radio and related equipme	120064.68
Rainbo Oil	Bridge & Culvert Maint.	3054.92
RASWC	Engineering Services	18.00
RRWA	Bridge & Culvert Maint.	118.50
L Ray	Election Official Comp	192.60
J Richmond	Election Official Comp	30.00
RICOH	Off. Supplies & Forms	12.59
River Hills	Medical & Health Services	1198.00
G Roefer	Medical & Health Services	100.00
SCICAP	Community Support Program	25627.90
001011	community support ridgram	23027.90

Secretary of State	Off. Supplies & Forms	30.00
Sector	Law Enf. Equip & Weapons	136500.00
D Sherrard	Election Official Comp	9.14
K Sherrard	Election Official Comp	254.20
Shield Technology	Radio and related equipme	200.00
Sinclair NAPA	Bridge & Culvert Maint.	788.16
Smith Fertilizer	Engineering Services	720.00
SJ Smith Co Inc	Bridge & Culvert Maint.	75.56
Marla Smith	Election Official Comp	19.17
SMS Power Train	Bridge & Culvert Maint.	3977.30
Snap-On Tools	Bridge & Culvert Maint.	95.50
E Spencer	Election Official Comp	230.42
Stericycle	Off. Supplies & Forms	178.72
Stivers Ford Lincoln	Motor Vehicle	136605.00
Stivers Midwest Pro	Motor Vehicle	37178.64
D Sturms	Mileage & Transp. Expense	257.20
Summit Co	Off. Equip Repair & Maint	93.00
Sunset Estates	Rent & Utility Payments	484.63
D Thomas-Anderson	Election Official Comp	196.56
M Thomas	Election Official Comp	200.00
J Thompson	Election Official Comp	192.51
UMB Bank, N.A.	G.O. Bonds Principal	850.00
UnityPoint	Engineering Services	359.00
US Bank	Bridge & Culvert Maint.	2650.47
US Cellular	Engineering Supplies	892.12
USPS	Postage & Mailing	2380.00
US Records Midwest	Photocopy & Duplicating	1261.39
Vogel Traffice Serv	Engineering Services	32012.21
Walker Welding	Bridge & Culvert Maint.	260.85
K Walker	Election Official Comp	208.10
A Westercamp	Election Official Comp	16.29
Wex Bank	Mileage & Transp. Expense	473.00
C Wilson	Election Official Comp	200.00
Windstream	Off. Supplies & Forms	568.05
Ziegler	Engineering Services	5947.29
5th Dist Treas Assn	Educational & Train.Serv.	125.00
Grand Total		816403.93

Dennis Sturms, Medical Examiner Investigator, questioned the transportation and burial costs paid by the county.

McGill motioned to open the public hearing for the 482<sup>nd</sup> Street road vacation at 9:15 A.M. Seconded by Kulmatycki. All voted aye. County Engineer, Brad Skinner, detailed the reason for the vacation due to a bridge being removed several years prior. Gary Long stated he would like the county to do some improvements (rock and culvert) prior to vacation. Rock and the culvert were planned. McGill motioned to close the public hearing at 9:25 A.M. Seconded by Kulmatycki. All voted aye. McGill motioned to approve Resolution 2024-24. Seconded by Kulmatycki. All voted aye.

#### RESOLUTION NO. 2024-24

WHEREAS, a request has been made by the County Engineer to vacate a county road and bridge, the centerline of which is described as follows:

That portion of 482<sup>nd</sup> Street on either side of the removed Chariton River bridge, commencing approximately 70 feet west of the northeast corner of the northwest quarter of the northeast quarter of section 17 Township 69N Range 17W to the centerline of 482<sup>nd</sup> Street, thence southwesterly approximately 1,510 feet along the centerline of the road to a point lying 15 rods east of the west line of the northwest quarter of the northeast quarter of said section with

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Right-of-Way easement for all that part north of the river being 50 feet wide and all that part south of the river being 40 feet wide.

WHEREAS, on the 22<sup>nd</sup> of May, 2024 notice of said hearing was sent by certified mail to the affected property owners, all utility companies whose facilities are on the road right-of-way and the Iowa Department of Transportation; and

WHEREAS, on the 29<sup>th</sup> of May, 2024 a Notice of Public Hearing for the proposed road vacation was published in the Moravia Union and Appanoose Weekly, newspapers of general circulation in the County where said road is located; and

WHEREAS, a hearing was held by the Appanoose County Board of Supervisors on the 17<sup>th</sup> of June, 2024; and

WHEREAS, the Appanoose County Board of Supervisors have determined that provisions of Chapter 306 of the Iowa Code have been met; and

WHEREAS, it has been determined to in the best interest of the County and the affected property owners that the County not purchase the vacated road, but instead transfer said road to the adjoining property owners by resolution; and

WHEREAS, the adjoining property owners are:

Joseph, Sharon, Alvin and Carol Treloar

Hodges Rev. Family Trust

Jason and Ashley Long

Contract Purchaser- Long Family Trust

NOW, THEREFORE, BE IT RESOLVED by the Appanoose County Board of Supervisors that the County Engineer shall cause the existing bridge and pavement to be removed and the affected area restored compatible to adjacent property, and that upon completion of said removals the above-described road easement is hereby vacated and ownership of same is transferred to the adjoining property owners. PASSED AND APPROVED this 17<sup>th</sup> of June, 2024

/s/Linda Demry, Mark McGill, Jeff Kulmatycki Appanoose County Board of Supervisors

ATTEST: /s/ Kelly Howard, County Auditor

McGill motioned to open the public hearing for vacation of a portion of Lakeview Ridge Subdivision at 9:26 A.M. Seconded by Kulmatycki. All voted aye. Auditor Howard explained the vacation. No other public comments. McGill motioned to close the public hearing at 9:27 A.M. Seconded by Kulmatycki. All voted aye. McGill motioned to approve Resolution 2024-25. Seconded by Kulmatycki. All voted aye.

#### **RESOLUTION No 2024-25**

# RESOLUTION APPROVING THE VACATION OF A PORTION OF THE PLAZT FOR THE LAKEVIEW RIDGE SUBDIVISION

WHEREAS, on December 18, 2017, the Appanoose County Board of Supervisors passed and approved the plat for the Lakeview Ridge Subdivision, an Addition to Appanoose County, Iowa recorded March 14, 2018 in Book 2018, Page 410 in the Office of the Appanoose County Recorder (the "Plat"). WHEREAS, pursuant to Iowa Code §354.22, Vice Ventures LLC, an Iowa limited liability company, ("Owner") has submitted the petition (the "Petition") to Appanoose County Board of Supervisors to vacate the portion of the Plat more particularly described on the attached Exhibit A (the "Property"). WHEREAS, the Board of Supervisors has given due consideration to the Petition and finds that the Petition conforms to the applicable governing provisions of Iowa Code §354.22 and other related statutes and ordinances affecting Appanoose County, Iowa.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF APPANOOSE COUNTY, IOWA AS FOLLOWS:

1. That the Petition be, and the same is hereby approved and accepted and any procedural discrepancies are hereby waived.

2. That the Property is hereby vacated from the Plat pursuant to Iowa Code §354.22.

3. That the previous conveyance to Appanoose County, Iowa of those areas previously set aside and dedicated for public use in the Plat are hereby conveyed by the County to Owner.

4. That the Chairperson and County Auditor of Appanoose County, Iowa, are hereby authorized and directed, upon approval by the Board of Supervisors, to execute all legal documents relating to said vacation of the Property from the Plat, and to certify a copy of this Resolution which shall be affixed to the Declaration of Vacation of Plat after passage and approval by law.

5. That, upon execution and certification of this Resolution by Appanoose County, Iowa, Owner shall file such Declaration of the Vacation of Plat and accompanying materials evidencing compliance with Iowa Code §354.22 with the Appanoose County Auditor and the Appanoose County Recorder.

6. That this Resolution shall become effective upon its passage and approval as provided by law. PASSED and ADOPTED this the 17<sup>th</sup> day of June, 2024.

/s/Linda Demry, Chairperson, Appanoose County Board of Supervisors

ATTEST: /s/Kelly Howard, County Auditor

McGill motioned to accept the Preliminary Plat for Lago Vista. Seconded by Kulmatycki. All voted aye.

McGill motioned to set the public hearing for the final plat of Lago Vista for July 1, 2024 at 9:10 A.M. Seconded by Kulmatycki. All voted aye.

McGill motioned to open the public hearing for establishing 238<sup>th</sup> as a level C road at 9:27 A.M. Seconded by Kulmatycki. All voted aye. Skinner explained the level C details and stated all the landowners approved. McGill motioned to close the public hearing at 9:29 A.M. Seconded by Kulmatycki. All voted aye. McGill motioned to approve Resolution 2024-26. Seconded by Kulmatycki. All voted aye.

#### RESOLUTION FOR REDUCED LEVEL OF MAINTENANCE TO AREA SERVICE "C" ROAD

#### Appanoose County Resolution No 2024-26

WHEREAS, Appanoose County desires to classify certain roads on the area service system in the County to provide for a minimal level of maintenance and access by means of a gate or barrier; and WHEREAS, the County, after consultation with the County Engineer, has the authority to specify certain roads within the County as Area Service "C" roads pursuant to lowa Code Section 309.57; and WHEREAS, the only persons who will have access rights to the roads shall be:

(1) the owner, lessee, or person in lawful possession of any adjoining land,

(2) The agent or employee of the owner, lessee or person in lawful possession of any adjoining land,

(3) any peace officer,

(4) any magistrate,

(5) any public employee whose duty it is to supervise the use or perform maintenance of the road,

(6) any agent or employee of any utility located upon the road.

WHEREAS, the minimal level of maintenance will be as follows:

1. Blading. Blading or dragging will not be performed on a regular basis.

2. Snow and Ice Removal. Snow and ice will not be removed, nor will the road surface be sanded or salted on a regular basis.

3. Signing. Except for load limit posting for bridges, signing shall not be continued or provided. ALL AREA SERVICE LEVEL C ROADS SHALL BE IDENTIFIED WITH A SIGN AT ALL POINTS OF ACCESS TO WARN THE PUBLIC OF THE LOWER LEVEL OF MAINTENANCE.

4. Weeds, Brush and Trees. Mowing or spraying weeds, cutting brush and tree removal will not be performed on a regular basis. Adequate sight distances will not be maintained.

5. Structures. Bridges and culverts may not be maintained to carry legal loads. Upon failure or loss, the replacement structure will be appropriate for the traffic thereon.

6. Road Surfacing. There will be no surfacing materials applied to Area Service System C Roads on a regular basis.

7. Shoulders. Shoulders will not be maintained on a regular basis.

8. Crown. A crown will not be maintained on a regular basis.

9. Repairs. There will be no road repair on a regular basis.

10. Uniform Width. Uniform width for the traveled portion of the road will not be maintained.

11. Inspections. Regular inspections will not be conducted.

THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF Appanoose COUNTY that this County does hereby establish the road described as an Area Service "C" road, with restricted access and a minimal level of maintenance.

That portion of 238th Avenue, beginning 33 feet south of the north quarter corner of the southeast quarter of Section 8 Township 69N Range 17W, also known as the intersection of 475th Street, to a point approximately 70 feet west of the southwest corner of the southeast quarter of the southeast quarter of said section also known as the end of road according to Road Vacation Resolution #2024-24. Exclusive to the above, the County will only maintain and replace, when necessary, the specific structure of a twin 8'x8' concrete box approximately 500 feet south of the intersection of 475th Street. Resolution adopted this 17th day of June, 2024.

Appanoose County Board of Supervisors /s/ Linda Demry, Chairperson ATTEST: /s/Kelly Howard, Appanoose County Auditor

Bradley Gardner, District Conservationist NRCS, spoke about some necessary work on the Moulton Watershed. Gardner will contact area contractors to get quotes and present them to the board. Kulmatycki motioned to reimburse the Zugg's \$1,650 for pipe cleanout. Seconded by McGill. All voted aye.

McGill motioned to approve Resolution 2021-21. Seconded by Kulmatycki. All voted aye.

**RESOLUTION #2024-21 FOR INTERFUND OPERATING TRANSFER** 

Whereas, grant funds were deposited into the Conservation Reserve Fund, and Whereas, the rock claims from trail grant were paid out of General Basic, and Whereas, it is desired to transfer monies from the Conservation Reserve Fund to the General 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 \$4860.00 is ordered to be transferred from Conservation Reserve (15000) to the General Basic (01000), effective June 17, 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 June 17, 2024 the vote being as follows:

Ayes: /s/Linda Demry, Mark McGill, Jeff Kulmatycki Nayes: none

Attest: /s/Kelly Howard, County Auditor

McGill motioned to approve Resolution 2021-22. Seconded by Kulmatycki. All voted aye.

APPROPRIATIONS RESOLUTION

NO. 2024-22

Whereas, it is desired to make 100% appropriations for each of the different officers and departments for the fiscal year beginning July 1, 2024 in accordance with Section 331.434, Subsection 6, Code of Iowa.

Now, therefore, be it resolved by the Board of Supervisors of Appanoose County, Iowa, as follows: Section 1. The following amounts are hereby appropriated from the resources of the county to the department or office listed:

Dept# & Name	<u>\$ Amount</u>	Dept# & Name	<u>\$ Amount</u>
01-Brd of Supervisors	208,205	02-Auditor	420,364
03-Treasurer	489,051	04-County Attorney	300,200
05-Sheriff	2,947,776	07-Recorder	195,969
08-Assessor	367,739	09-Forfeiture	45,000
20-Secondary Roads	5,524,178	21-Veterans Affairs	82,910
22-Conservation	299,689	23-Public Health	293,168
24-Weed Commissioner	3,250	25-Social Services	74,323
28-Medical Examiner	66,000		
31-District Court	81,800	33-County Library	26,383
36-EMS Income Surtax	120,000	51-Courthouse	774,443
52-Data Processing	108,418	56-ADLM Empowerment	707,100
57-E911	337,050	58-Emergency Management	219,160
60-Mental Health	110,915	61-Juvenile Probation	40,000
99-Zoning	39,600	99-Non-departmental	3,276,715

Section 2. Subject to the provisions of other county procedures and regulations, and applicable state law, the appropriations authorized under Section 2 shall constitute authorization for the department or officer listed to make expenditures or incur obligations from the itemized fund, effective July 1, 2024. Section 3. In accordance with Section 331.437, Code of Iowa, no department or officer shall expend or contract to expand any money or incur any liability, or enter into any contract which by its terms involves the expenditure or money for any purpose in excess of the amounts appropriated pursuant to this resolution.

Section 4. If at any time during the 2024-2025 budget year the auditor shall ascertain that the available resources of a fund for that year will be less than said fund's total appropriation, she shall immediately so inform the Board of Supervisors and recommend appropriate corrective action.

Section 5. The auditor shall establish separate accounts for the appropriations authorized in Section 1, each of which shall indicate the amount of the appropriation, the amounts charged thereto, and the unencumbered balance. The auditor shall report the status of such accounts to the applicable departments and officers during the 2024-2025 budget year.

Section 6. All appropriations authorized pursuant to this resolution lapse at the close of business June 30, 2025.

The above and foregoing resolution was adopted by the Board of Supervisors of Appanoose County, lowa on June 17, 2024, the vote thereon being as follows:

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

Attest: /s/Kelly Howard, Appanoose County Auditor

Kulmatycki motioned to approve Resolution 2024-23. Seconded by McGill. All voted aye.

**RESOLUTION #2023-50 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 6-17-2024.

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 6-17-2024 the vote being as follows:

Ayes: Linda Demry, Mark McGill, Jeff Kulmatycki

Nayes: none

Attest: Kelly Howard, County Auditor

McGill motioned to accept the 6/4/2024 Primary Election Post Election Audit report. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the wage correction for Martin Brown from \$26.21 to \$26.29 effective 5/1/2024. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve voiding auditor warrants 50974 \$900, 50372 \$375, 50930 \$125, 53869 \$41.33 & 54064 \$49.99. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve Assistant County Attorney Alan Wilson send a letter to Continental Western regarding internal water damage due to roof. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve selling Conservation's Dodge Truck at silent auction and Ford tractor and loader on Purple Wave. Seconded by McGill. All voted aye.

Kulmatycki motioned to re-appoint Bruce Ellison to Conservation Board for a 5 year term expiring 7/1/2029. Seconded by McGill. All voted aye.

McGill motioned to appoint Pat Regenweather to the Civil Service Commission with term expiring 1/1/2029. Seconded by Kulmatycki. All voted aye.

McGill motioned to appoint Penny Sharp, Ed Tice, Brad Dittmer, Tom Kramka, Roger Dyke and Jay Torrey to the Eminent Domain Commission. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to re-appoint Annette Harvey to the Veterans Affairs Commission for a three year term expiring 7/1/2027. Seconded by McGill. All voted aye.

McGill motioned to approve Resolution 2024-27. Seconded by Kulmatycki. All voted aye.

2024 County Five Year Program Resolution 2024-27

Appanoose County Secondary Roads

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

WHEREAS, heavy rains and stream flows have caused damage to the bridge at the following described location, leading to a closure of the road and structure, and

WHEREAS, the proposed change in Program will not necessitate a change in either FY 24 or FY 25 Program, and

WHEREAS, the Board of supervisors of Appanoose County, Iowa, in accordance with Iowa Code Section 309.22, initiates and recommends modification of the following project(s) in the accomplishment year (State fiscal Year 2024), for approval by the Iowa Department of Transportation (Iowa DOT), per Iowa Code 209.23 and Iowa DOT Instructional Memorandum 2.050.

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of Appanoose County, Iowa that the following project shall be MODIFIED as follows - that \$80,000 be advanced to the current Fiscal Year 2024 as a construction project:

PROJECT NUMBER:	L-8803A—73-04
PROJECT NAME:	525 <sup>th</sup> St Bridge
PROJECT ID:	45624
PROJECT LOCATION:	On 525 <sup>th</sup> St, over stream
DESCRIPTION OF WORK:	From 203 <sup>rd</sup> Ave W 0.7 miles to bridge, S3-T68-R18
AADT:	36
Length:	0.00 miles
BRIDGE ID	064560
TYPE OF WORK 331 Pi	pe Culvert
FUND:	Local
MODIFICAITONS:	Added 80,000 local dollars to FY 2024, REMOVED 80,000 local
	dollars from FY 2025

Fund Accomplishment Year Previous Amount New Amount Net Change \$80,000 \$335,000 Local \$255,000 Farm-to-Market \$850,000 \$850,000 \$0 Special \$0 \$0 \$0 SWAP **\$**0 \$O \$0 Federal Aid \$1,540,000 \$1,540,000 \$0 Totals \$2,645,000 \$2,725,000 \$80,000

RECOMMENDED /s/ Brad Skinner, County Engineer, Date 6/17/2024

Approved /s/ Linda Demry, Chair Board of Supervisors, Date 6/17/2024

Attested I, Kelly Howard, Auditor in and for Appanoose County, Iowa, do hereby certify the above and foregoing to be a true and exact copy of a resolution passed and approved by the Board of Supervisors of Appanoose County, Iowa, at its meeting held on the 17<sup>th</sup> day of June, 2024.

McGill motioned to table the FY25 Appanoose-Wapello County Engineer Agreement until Assistant County Attorney Alan Wilson can review. Seconded by Kulmatycki. All voted aye.

Skinner, provided an update to the board. Not much progress has been made on the 110<sup>th</sup> and 150<sup>th</sup> Street bridges. Crews have been and will be concentrating on pipes and ditching this summer all over the county. The FM rock haul has been delayed due to lack of material. There's no timeline on the sealcoat project this summer (J18, S70 & J29). Norris has applied dust control around the Clarkdale Quarry due to their heavy use.

McGill motioned to accept the resignation of County Attorney Susan Cole effective June 14, 2024. Seconded by Kulmatycki. All voted aye.

McGill motioned to fill the County Attorney vacancy by appointment and advertise for the appointment. Seconded by Kulmatycki. All voted aye.

Public Comments: Centerville City Administrator Jason Fraser asked about the EMS ballot question and the EMS 28E agreement. Demry stated the EMS question is ready for board approval and Wilson is still looking at the 28E Agreement.

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

The Board adjourned to meet the call of the Auditor at 9:59 A.M.

TOTAL \$ 80,000

Appanoose County Board of Supervisors

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Attest:

Kelly Howard, Appanoose County Auditor



# State of Iowa

Alcoholic Beverages Division

# Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)		BUSINESS		
PAPO'S PUMPKIN PATCH, LLC	Papo's Pumpkin Patch, LLC		(641) 856-7	653	
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	٦	CITY	COUNTY	ZIP
22433 490th Street			Centerville	Appanoose	52544
MAILING ADDRESS	CITY .	STA	TE	ZIP	
22433 490th Street	Centerville	low	а	52544	

# Contact Person

NAME	PHONE	EMAIL
Molly Van Roekel	(641) 856-7653	molly@papospumpkinpatch.com

# License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	5 Day	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
July 11, 2024	July 15, 2024	

SUB-PERMITS

Special Class C Retail Alcohol License





PRIVILEGES

**Outdoor Service** 

# Status of Business

**BUSINESS TYPE** 

Limited Liability Company

### **Ownership**

#### Individual Owners

NAME	СІТҮ	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Molly Van Roekel	Melrose	lowa	52569	President	50.00	Yes
Benjamin Van Roekel	Melrose	lowa	52569	Treasurer	50.00	Yes

### **Insurance Company Information**

INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
Founders Insurance Company	July 11, 2024	July 16, 2024
DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE
BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE

#### **Kelly Howard**

From:	Gardner, Bradley - FPAC-NRCS, IA <bradley.gardner@usda.gov></bradley.gardner@usda.gov>
Sent:	Thursday, June 20, 2024 8:50 AM
То:	Mark McGill; Linda Demry; Jeff Kulmatycki
Cc:	Kelly Howard
Subject:	FW: [External Email]cost estimate to repair spillway on watershed structure on Zugg
	Farm

#### Hello Everyone,

I had the opportunity to meet with Rex Davis on the Moulton Watershed Structure B8 that has the gully issue. He seemed to agree with me that the Aux Spillway needed reshaped to allow the water to flow in the direction that it was originally designed, and planned to use the borrow from that spillway to fill in the gully that has formed back from the spillway pool. He quoted me two separate items, that I will need your decision on before we can proceed. The yellow item would be the cost for the dirtwork, though I need to ask him if that cost includes seeding the disturbed area back down. Rex also asked if we would want him to do some work to remove willows and trees along the pool area close to the dam. I did not see these trees as an issue since they are not close enough to the structure itself to be an issue. But I told him to go ahead and quote me a cost and I would let you all decide.

My hope is that we can put this on the agenda for your next meeting so that we can get approval to move forward with repairs on this site.

Please let me know if you have any questions for me.

Bradley Gardner District Conservationist Centerville Field Office Office: 641-856-3893 Cell: 712-298-4608

Cost to repair spillway on watershed structure at Zugg Farm west of Moulton as follows:

8 hours of machine work at \$160.00 per hour is \$ 1280.00 total cost.

Exiting and the short of the short structure on 2013 and we will be a structure of 2013 and the structure of the

inous of the work are subden per house side of determost

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# Data Acquisition Agreement Concerning Geographic Information System Data

This Data Acquisition Agreement is entered into this <u>26th</u> day of <u>June</u> , 20 <u>24</u> by and
between Appanoose County AND Surveying, Inc.
Wayne Claqs Sem Engineering and (Hereinafter referred to as Customer) (Print or Type Customer Name)
2705 University Ave., Waterlow, 1A 50701 (Print or Type Customer Address)
Bill Clagssen 319-235-6294 (Print or Type Customer Contact Person) (Print or Type Customer
Telephone Number)
Describe the intended use for the acquired data: <u>UFILIE planning</u>
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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.

<u>NOTE</u>: 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.

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

The GIS Products being pr						_
county-wide	parcel	mups	Shape	files	or autocad	1
files						
				•		

Appanoose County GIS Policy Revised 3/5/2007 The period of time for which the Customer is allowed the right to use the GIS Products is:

Other restrictions imposed on the use of such Products are:

Customer shall pay Appanoose County a one-time fee of \$\_\_\_\_\_\_ 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; //

Authorizing Signature 20 Uplace	Date 6/216/2024
Print Name: Bill Clagssen	·
Title: President	
Company or Affiliation: Wayne Claussen Engine	enve and Surveying, Inc

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 jfosten@appanoosecounty.net

Appanoose County GIS Policy Revised 3/5/2007

#### Linda Demry

From: Sent: To: Cc: Subject: Susan Scieszinski Wednesday, May 22, 2024 10:07 AM Linda Demry; Mark McGill; Jeff Kulmatycki Kelly Howard Re: Ballet Verbiage

I would suggest changing the language to read:

"Shall the Appanoose County Board of Supervisors, upon recommendation by the Appanoose County EMS Advisory Council, be authorized to continue a one percent (1%) income surtax and to levy and impose a property tax not exceeding seventy-five cents (\$0.75) per one thousand dollars (\$1,000) of assessed valuation on all taxable property within Appanoose County for a period of fifteen (15) years, for the purpose of funding Emergency Medical Services in Appanoose County, including but not limited to ambulance services, personnel, and equipment?"

Susan C. Cole Appanoose County Attorney 201 North 12th Street Centerville, IA 52544 Phone: 641-437-7178

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On May 21, 2024, at 7:55 AM, Linda Demry < ldemry@appanoosecounty.net> wrote:

Does this look appropriate for the ballot question? Sent from my iPhone

Begin forwarded message:

From: Linda Demry <<u>ldemry@appanoosecounty.net</u>> Date: May 13, 2024 at 5:33:43 PM CDT To: Susan Scieszinski <<u>sscieszinski@appanoosecounty.net</u>> Subject: Fwd: Ballet Verbiage

What do you think about this?

Sent from my iPhone

Begin forwarded message:

From: Jessi Nicoletto <jessinicoletto@gmail.com> Date: May 13, 2024 at 11:47:14 AM CDT To: Kelly Howard <<u>khoward@appanoosecounty.net</u>>, Linda Demry <<u>ldemry@appanoosecounty.net</u>>, Mark McGill <<u>mmcgill@appanoosecountynet.onmicrosoft.com</u>>, Jeff Kulmatycki <<u>jkulmatycki@appanoosecounty.net</u>> Subject: Ballet Verbiage

Some people who received this message don't often get email from <u>jessificoletto@gmail.com</u> Learn why this is important. Good morning, Here is the ballot verbiage selected by the EMS council. Please add it to the agenda for the next meeting. Thanks!

> Shall the Appanoose County Board of Supervisors be authorized to continue a 1% Income Surtax and implement a property tax levy for a period not to exceed 15 years, for funding for Emergency Medical Services? The amount cannot exceed \$0.75 per \$1,000 of assessed value on all taxable property within the county. This will enhance and strengthen our essential community ambulance and volunteer emergency services through the provision of professional emergency medical service personnel, reduction of response times, and improvement of patient care outcomes.

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### Appanoose County Fleet Safety Policy

It is the policy of a Fleet Safety Program to protect Appanoose County assets, mitigate loss potential and insure public safety. It is the driver's responsibility to operate the vehicle in a safe manner and to drive defensively to prevent injuries and property damage. All state laws, local laws, and D.O.T. Motor Carrier Safety Regulations must be obeyed.

#### SCOPE

This policy applies to all users of Appanoose County Vehicles and all employees or individuals who use their own vehicles on County business. Appanoose County Law Enforcement personnel may not be able to adhere to the following administrative procedures in all instances given the nature of their duties and responsibilities.

#### ADMINISTRATIVE PROCEDURES

#### A. USE OF COUNTY VEHICLES

1. County vehicles are to be driven only by employees or authorized designee while performing duties within the scope of Appanoose County employment, except in emergencies, or in case of repair testing by a mechanic. Spouses and other family members are not authorized to drive the County vehicle except in emergency situations.

2. County vehicles shall be used for official use only. De-minimus personal use of a county vehicle is acceptable with Department Head approval.

3. Non-county personnel may be transported in County vehicles only when necessary to accomplish authorized business.

- a) Passengers will be restricted to County employees, and/or employees of other agencies or organizations, or other individuals on County business; and/or
- b) Transporting adult family members in County vehicles shall be allowed only when the family member is accompanying an employee to a business meeting or official function and the employee has received preapproval from the Department Head. Family members under the age of 18 should not be transported in a County vehicle.
- c) For situations not falling into classification a or b above, prior to transporting non-County personnel authorization should be obtained from the Department Head. When in doubt, the Department Head should clear questionable justifications through the Appanoose County Attorney.

4. Use of personal vehicles on official business should be discouraged unless a County vehicle is not available, the use of a County vehicle would cause inconveniences, or unless the use is authorized by the Department head or his/her designee.

#### B. QUALIFICATIONS FOR DRIVING ON APPANOOSE COUNTY BUSINESS

1. No driver shall operate a County vehicle when his/her ability to do so safely has been impaired by illness, fatigue, injury, prescription medication, or any other reason.

- 2. All drivers must be at least 18 years of age and possess a valid driver's license for the class of vehicle the particular individual will be operating while working. Seasonal help for the Conservation department will be excluded from this age requirement provision when they are driving a pick-up truck or smaller vehicle.
- 3. A consent form allowing a check of the driver's driving record will be filled out by all authorized drivers and an annual check of the driving record will be completed.
- 4. Any authorized driver who has a driver's license revoked or suspended shall immediately notify their Supervisor and discontinue operation of the County vehicle.
- 5. Drivers must immediately report all violations received during the operation of a County vehicle to the Safety Committee and their Supervisor.
  - a) The driver is financially responsible for any violation incurred while operating a county vehicle.
- 6. Drivers with two moving violations or two at-fault accidents in the last 12 months may be placed on driving probation notice and may be required to complete a remedial or defensive driving course. (Regardless of when the violations or accidents took place while at work or on personal time.)
- 7. Drivers with four moving violation convictions and/or three at-fault accidents within a 24month period shall not operate a County vehicle.
- Drivers who use their own vehicles on County business shall be required to offer proof of insurance on an annual basis and carry limits of liability of \$100,000/300,000/50,000 or \$300,000 combined single limit.
- 9. Authorized drivers driving commercial vehicles shall abide by state and federal requirements pertaining to commercial vehicles licenses.

#### C. VEHICLE OPERATORS' CODE

All operators of County owned vehicles, and those using their own personal vehicles in pursuit of County business, will comply with all applicable laws of the State of Iowa as well as the following rules and regulations. Operators of emergency vehicles are also subject to these rules except during emergency situations where special guidelines apply.

#### 1. General Rules.

- a) Backing of vehicles which do not allow a clear view of the entire rear end will be done with the assistance of a guide, when a second person is available. Whenever possible a person should assist operator backing using the appropriate hand and voice signals.
- b) Riding on the side, running boards, toolboxes, tail gates or roofs of any vehicle is prohibited. This includes cargo areas of truck beds. Further, standing or sitting on any part of a moving vehicle is prohibited except where passenger seats or platforms are provided as a part of original equipment design.
- c) Trailers or other towed equipment must be fastened securely to hitches. Chains will be crossed under the hitch and securely fastened before moving the vehicle. Trailer lights will be inspected for operation and utilized as required.
- d) Trucks or trailers will not be loaded in such a way that items being transported extend beyond the confines of the bed haphazardly. Items subject to being picked up by the wind or falling from the cargo bed must be secured by use of chains, ropes, traps or by other means. Loads extending beyond limits set by applicable state or federal law must be equipped with a red flag as prescribed therein.

- e) Each individual operating a vehicle as a part of their job, either regularly or occasionally, is required to report any suspension or revocation of their driver license to department supervision.
- f) The use of a county vehicle while under the influence of intoxicants and other drugs is forbidden and is sufficient cause for discipline, including dismissal. Use of alcoholic beverages or controlled substances immediately prior to, or during operation of vehicle is prohibited. A physician's approval is required for operator's use of prescribed medication that may interfere with their operation of a vehicle.
- g) Loose objects such as tools, flashlights, soft drinks, lunches, etc. are not to be stored on vehicle dashboards, floorboards or wherever they might interfere with safe operation of the vehicle.
- h) No more than three persons will ride in the front seat of any vehicle. Where only two single seats exist, only one person shall occupy each seat.

#### 2. Use of Vehicle Equipment

- a) Use of seat belts is mandatory for the driver and any front seat occupants anytime the vehicle is in motion. Drivers are expected to enforce this requirement and may not place a vehicle in motion unless all passengers are buckled up.
- b) Smoking is prohibited in County vehicles.
- c) Drive vehicles at lawful speeds that are appropriate to road, loading and hazardous conditions.
- d) Windshields will be kept clean and clear of obstructions.
- e) Doors may not be removed from vehicles unless it is necessary to performance of the job and side mirrors remain usable when the doors are off. Similarly, the doors will not be tied open.
- f) Turn signals and warning signals will be utilized by all vehicle operators as required by state law and Appanoose County policy to warn oncoming or following vehicles of the intent.
- g) Operators will ensure that all windows, headlights, taillights and windshield wipers are clean and operational at all times.
- h) Vehicle headlights will be used during periods of limited visibility or any time windshield wipers are in use.
- Each day, before initial use of any County vehicle, the operator will walk around and inspect the vehicle for damages, inoperable lights, loose hardware, tire condition, lack of safety equipment or any other condition which might create an unsafe situation. Any deficiency encountered will be reported to a supervisor immediately. Any vehicle found deficient should not be operated until the deficiency is corrected or permission for operation is granted by the supervisor in charge.

#### 3. Operation of Motorized Equipment

- a) Any equipment manufactured with a safety harness or belt will be required at all times the vehicle is in motion
- b) Any equipment manufactured with a Rollover Protection System will be required to be in the upright (engaged) position at all times.
- c) Operation of special equipment such as tractors, high lifts, high rangers, graders, plows, cranes or any other self- powered equipment without training and appropriate license is prohibited.

- d) Motorized equipment, other than standard motor vehicles, will operate at a safe and reasonable speed. This equipment will use the right lane except when a left turn is required. Right-of-way will be given to all other motor vehicles. Flashing lights will be used when available.
- e) Slow-moving vehicle signs and/or emergency lights must be affixed in proper location on all applicable vehicles and equipment.
- f) Passengers will not ride on any equipment except where original design allows.
- 4. Parking and Securing Vehicles
  - a) Appanoose County vehicles should be parked in authorized parking zones except in emergency situations or in required performance of official duties. When no-parking zones are used, emergency flashers will be used.
  - b) When vehicles are parked, brakes will be set. Wheels should be positioned to limit travel if vehicle were to roll.
  - c) Drivers are responsible for the security of County vehicles assigned to them. The vehicle engine must be shut off, ignition keys.removed, and vehicle doors locked whenever the vehicle is left unattended. If the vehicle is left with a parking attendant, only the ignition key is to be left.
  - d) Before leaving equipment at a job site or any location other than an authorized storage lot, a department supervisor should be contacted for instructions.
- 5. In the Event of an Accident
  - a) Any state reportable accident, or if an insurance claim is filed involving a County vehicle or associated with County activity (regardless of ownership) must be reported to the Safety Committee and the driver's supervisor immediately (24 hours / day).
  - b) A driver involved in an accident with a County vehicle, the employee should refer to the Vehicle Accident Report Form in the glove compartment of each vehicle.
  - c) Give identifying information to the other party involved. Make no comments about assuming liability.
  - d) Forward the completed Accident Report Form to the Risk Manager within (24) twenty-four hours.

#### D. TRAINING AND EDUCATION

Driver training and education program will take place periodically through employment and will consist of numerous ways to serve the County's particular needs. Examples of these programs are:

- a) Defensive driving course.
- b) Remedial driving course for accident repeaters.
- c) Specialized course for operators of special equipment.
- d) Contact with individual driver by supervisor.

#### E. VEHICLE MAINTENANCE

Sound maintenance programs are extremely important for all County vehicles. Reduced operational costs, reduction in accident frequency, insurance premiums, and improved

public opinions are the direct results of a good maintenance program. Vehicle maintenance is the responsibility of the Department which the vehicle is assigned to.

#### F. ACCIDENT INVESTIGATION

Accident investigation will apply to all drivers operating a vehicle on county business. The purpose of accident investigation is to identify certain problem areas or trends in the safety program and to help operators avoid accidents similar to those which have occurred. A thorough investigation of all accidents nearly always develops information which can be used as an example to individuals of practices to be avoided.

Some of the most useful steps necessary for accident investigation are:

- a) The Safety Committee will conduct an investigation on all accidents.
- b) All drivers involved in accidents should file a Vehicle Accident Report Form to his or her supervisor which will be forwarded to the Safety Committee within 24 hrs., outlining complete information in regard to the accident.
- c) The Safety Committee in an advisory capacity will review all available information to determine a factual basis for the cause of the accident, making recommendations for actions or corrective actions needed in response to the accident. The Committee's findings and recommendations will be forwarded to the applicable Department Head or Elected Official responsible for the driver and vehicle involved.

### MEMORANDUM OF UNDERSTANDING REGARDING REIMBURSEMENT FROM THE MENTAL HEALTH AGENCY OF SOUTHEAST IOWA FOR COUNTY EMPLOYEES/OCCUPANCY/EQUIPMENT

COME NOW the **APPANOOSE** County Board of Supervisors (hereinafter "the County Board") and the Governing Board of the Mental Health Agency of Southeast Iowa (hereinafter "the Governing Board") indicate their mutual understanding as it relates to the Mental Health Agency of Southeast Iowa (hereinafter "the Region") of the following:

- 1. **APPANOOSE** County is a member county and the County Board is a signatory to a 28E Agreement for the Mental Health Agency of Southeast Iowa.
- 2. The purpose of this Memorandum of Understanding is to establish an entity to provide local access to mental health and disability services for children and adults and to engage in any other related activity in which an Iowa 28E organization may lawfully be engaged, all in compliance with Senate File 2315, Division IV, Section 32, as signed into law on May 25, 2012.
- 3. The 28E Agreement contemplates that the Region's Chief Executive Officer, E x e c u t i v e M a n a g e m e n t T e a m / Coordinators of Disability Services (CDS), assistant support staff, and service staff will be made up of and will remain employees of the individual member counties.
- 4. In so doing, the 28E Agreement requires that there will be Memorandums of Understanding between the Governing Board and the individual county Boards of Supervisors that identify the individual employee, the position to be filled, and the portion of the employee's wages (as established by the Mental Health Agency of Southeast Iowa Governing Board) and employer county benefits that will be reimbursed to the county from regional funds.
- 5. In compliance with this provision of the 28E Agreement, Exhibit A is attached hereto, setting forth the individual **APPANOOSE** County employees, the positions they fill for the region, and the portion of their wages and benefits that are to be reimbursed to **APPANOOSE** County from regional funds.

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6. In compliance with this provision of the 28E Agreement, Exhibit B is attached hereto, setting forth the occupancy and equipment costs that are to be reimbursed to **APPANOOSE** County from regional funds.

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- 7. Any disagreements in reimbursement amounts shall be discussed and rectified between the Governing Board and County Board of Supervisors in the same manner disputes are resolved under Section 4.8 of the regional 28E Agreement.
  - IN WITNESS WHEREOF, **APPANOOSE** COUNTY AND THE MENTAL HEALTH AGENCY OF SOUTHEAST IOWA EXECUTES THIS MEMORANDUM OF UNDERSTANDING INCORPORATING THE ENTIRE DOCUMENT HEREIN.

By:

#### APPANOOSE COUNTY BOARD OF SUPERVISORS

GOVERNING BOARD OF MENTAL HEALTH AGENCY OF SOUTHEAST IOWA

By:

Appanoose County Chairperson

Signed the \_\_\_\_\_day of \_\_\_\_\_, 2024.

Governing Board Chairperson

Signed the 12 day of Que, 2024.

#### EXHIBIT A APPANOOSE COUNTY EMPLOYEES

#### RATIONALE:

The 28E, which created the Mental Health Agency of Southeast Iowa has established its member counties, provides for expectations of member counties including responsibility for providing staff. The purpose of this policy is to provide direction on the reimbursement methodology to counties employing staff who work on behalf of the region.

#### POLICY:

The county employing staff who work on behalf of the region shall be known as the "Employer of Record". The Mental Health Agency of Southeast Iowa will reimburse all payroll expenses to the employer of record.

#### **PROCEDURE:**

- 1. Employer of Record shall submit an itemized accounting to the Region on a quarterly basis for the following county cost of payroll expenses:
  - a. Wages
  - b. Insurance which may include Health, Life, Dental, Vision, Disability and other policies in which the county contributes funds to the plan
  - c. FICA
  - d. IPERS
  - e. Workers Compensation
  - f. Retirement/Pension package

· **`** · ·

- g. Any other benefits unique to the Employer of Record
- 2. An invoice/quarterly expenditure report from the county detailing actual payroll expenses should be received by the Region no later than the 15<sup>th</sup> of the month following each quarter (October, January, April, July) and will be processed for payment to the county the month following receipt of the invoice/quarterly expenditure report.
- 3. When a County not previously employing staff working on behalf of the Region becomes an Employer of Record or in the event of additional employees being added to the current Employer of Record county, the region shall pay five months estimated payroll expenses for the new employee prior to the hiring date of the new employee.
- 4. In the event the agreement with Employer of Record ends, the final reconciliation of payroll expenses will be adjusted. Any additional funds needed to pay out payroll expenses should be invoiced to the region upon the following month for processing final reimbursement.

- 5. The region will review with the Employer of Record County to ensure the county account has adequate funds moving forward into the new fiscal year. Should funds be inadequate, the Employer of Record County will invoice the region adjusting for the additional payment/budget amendment. The Employer of Record County may also review with Region at any time significant payroll changes are expected to occur.
- 6. The member county is responsible for tracking each employee's time when conducting county designated work outside the purview of the Mental Health Agency of Southeast Iowa. The Mental Health Agency of Southeast Iowa is responsible for tracking each designated employee's time when conducting region designated work outside of the purview of the member county. The member county and Mental Health Agency of Southeast Iowa must conduct a time study semi-annually, at a minimum, supporting the amount that is reimbursed by the region.

The region intends to employ or contract for staff for the following functions and responsibilities with the following projected cost:

Employee	Position	MHDS %	Projected Wages	Projected FICA	Projected IPERS	Projected Insurance
Stephanie Koch	Coordinator of Disability Services/ SOAR/ C3 Trainer	100	\$67,598.58	\$5,171.29	\$6,381.31	\$13,764.00

\*\*Modify Table Annually to reflect Salary and Benefits sheet per county per employee

#### EXHIBIT B APPANOOSE OCCUPANCY AND EQUIPMENT

#### RATIONALE:

Beginning Fiscal Year 2023, county tax dollars were no longer funding the MHDS system in Iowa. Member counties provide office space for county employee staff (Identified in Exhibit A) working on behalf of the Mental Health Agency of Southeast Iowa. Reimbursement for said occupancy and equipment can be paid from the region funds if requested by the member county.

#### POLICY:

- The Mental Health Agency of Southeast Iowa will pay for occupancy (rent, utilities, cleaning, and maintenance) according to a determined set amount per dedicated and usable square feet as established by the Region Governing Board.
- 2) The Mental Health Agency of Southeast lowa will pay for equipment according to a determined set amount or methodology per utilization of equipment. Examples include equipment maintenance fees, equipment accessory fees, service fees, postage rates, percentages of usage, federal mileage reimbursement rates, etc. as established by the Region Governing Board and identified specifically below.
- 3) The amount will be reviewed annually.

#### PROCEDURE:

- The amount of office space utilized by staff working on behalf of the region will be submitted initially by the member county and thereafter when changes are made to square foot usage.
- 2) Office space will be assessed at \$10 per year per square feet for the fiscal year beginning July 1, 2024.
- 3) Payment will be made from the region to each member county providing office space no later than October 1 of each year for the current fiscal year.
- 4) Any disputes by the member county regarding space needs or utilization, including anticipated changes to square foot usage, shall be brought to the Region Governing Board as an agenda item at the region's public meeting.
- 5) Notification shall be given to the Region Governing Board at least six months prior to any anticipated changes affecting the work space of staff or region usage of space.
- Occupancy and equipment must be adequate to meet staff needs and the Region reserves the right to pre-approve new office space locations/accommodations/equipment.

Susan C. Cole County Attorney

Alan M. Wilson Assistant County Attorney



### **APPANOOSE COUNTY ATTORNEY'S OFFICE**

201 North 12<sup>th</sup> Street, Centerville, Iowa 52544 Telephone: 641-437-7178 Fax: 641-437-4850

Kelly Howard Appanoose County Auditor Appanoose County Courthouse Centerville, IA 52544 May 1, 2024

Dear Ms. Howard:

This letter serves as your authorization for payment of salaries as follows, effective July 1, 2024:

Susan Cole (100):	\$122,153.87
Robin Thomas (100):	\$58,648.08
Alan Wilson (101):	\$42,840.00

Sincerely,

Susan C. Cole

#### EMPLOYEE WAGE INFORMATION 07-01-24 TO 06-30-25

This is to certify the following salaries and pay rates for the fiscal year July 1, 2024 to June 30, 2025.

10		1		144.05	0.000		
ID				WAGE	OVERTIME	SALARIED	AUDITOR
NO	NAME	CLASS		RATE	RATE	HR WAGE	ACCOUNTS
1000	Beeson, Dennis	Janitor	\$	19.62			20000-07000-100-20
629	Ballanger, Lincoln	Laborer	\$	26.10	39.150	的现在分词	20000-07100-100-20-602
631	Barbaglia, Billy	Crew Frmn	\$	27.43	41.145		20000-07100-100-20-602
632	Bradley, Tyler	Laborer	\$	26.10	39.150		20000-07100-100-20-603
635	Brown, Mark	Mtr Grdr Opr	\$	26.92	40.380		20000-07110-100-20-605
					-		
633	Brown, Marty	Eqp Opr	\$	26.82	40.230		20000-07100-100-20-609
636	Burkland, Ricky	Mtr Grdr Opr	\$	26.87	40.305		20000-07110-100-20-605
652	Clark, Chad	Mtr Grdr Opr	\$	26.87	40.305		20000-07110-100-20-605
665	Cosgrove, Griffin	Laborer	\$	26.10	39.150		20000-07100-100-20-602
688	Duley, John	Mechanic	\$	27.02	40.530		20000-07210-100-20-622
680	Dyke, Roger	Road Sup'r	\$	83,350.58		\$39.92	20000-07000-100-20
693	Ewing, Derek	Mtr Grdr Opr	\$	26.82	40.230		20000-07110-100-20-605
727	Howington, Billy	Sign Spec	\$	26.57	39.855		20000-07130-100-20-615
745	McDonald, Matt	Intern	\$	22.00	33.000		20000-07010-100-20
762	McGrann, Tamie	Mtr Grdr Opr	\$	26.87	40.305		20000-07110-100-20-605
766	Micetich, Mark	Laborer	\$	26.10	39.150		20000-07100-100-20-603
752	Milani, MacKenzie	Asst to Engr	\$	78,511.34		\$37.60	20000-07010-100-20
803	Oden, Shawn	Eqp Opr	\$	27.01	40.515		20000-07140-100-20
846	Shilling, Nathan	Asst to Engr	\$	71,373.94	· · · · · · · · · · · · · · · · · · ·	\$34.18	20000-07010-100-20
854	Skinner, Brad	Engineer	\$	135,225.48		\$64.76	20000-07000-100-20
			\$ 1	35,225.00	Per Contract		
856	Smith, Darrick	Mtr Grdr Opr	\$	26.82	40.230		20000-07110-100-20-605
	Smith, Kevin	Clvt Frmn	\$	27.87	41.805		20000-07100-100-20-603
	Sulser, David	Mtr Grdr Opr	\$	26.82	40.230		20000-07110-100-20-605
	Van Donselaar, Dylan	Shop Foreman	\$	27.75	41.625		20000-07210-100-20-622
	Wendland, Nicholas	Laborer/Weed	Ŝ	26.36	39.540		20000-07140-100-20
			Ť				
930	Wilson, Rhea	Office Mgr	\$	27.34	41.010		20000-07000-100-20
	Young, Ryan	Eqp Opr	\$	26,82			20000-07100-100-20-609

6/5/2024

hourly rates based 261 work days divided by 8 hours

a = 1



## Office of APPANOOSE COUNTY SHERIFF

Gary D. Anderson, Sheriff 22158 Dewey Rd. P.O. Box 474 Centerville, Iowa 52544 Phone: 641-437-7100 Fax: 641-437-7107



May 28, 2024

Appanoose County Auditor Appanoose County Courthouse Centerville, Iowa 52544

Dear Kelly:

i' i

I hereby certify the attached listed salaries and hourly rates effective July 1, 2024 for employees with the Sheriff's Office as listed.

Please note that the attached listed salaries reflect the salaries and hourly rates effective July 1, 2024. There will be changes to salaries and hourly rates throughout the 2024/2025 fiscal year and I have made a notation with the employees that will be getting a pay increase in FY 2024/2025.

I have also included the fund number for each of the employees.

If you have any questions, please contact me.

Sincerely,

Harry D. Anderson

Gary D. Anderson Sheriff

Name	Title	Salary	Fund	Notati
Gary D. Anderson	Sheriff	\$101,870.17	01000-01060-100-05	General Ba
Jonathon Printy	Chief Deputy	\$86,589.65	01000-01000-100-05	General Ba
Jordan Harvey	Deputy Sheriff	\$81,496.14	01000-01000-100-05	General Ba
Gary Buckallew	Deputy Sheriff	\$81,496.14	01000-01000-100-05	General Ba
Robert Houser	Deputy Sheriff	\$81,496.14	01000-01000-100-05	General Ba
Rachel Lawrence	Deputy Sheriff	\$81,496.14	01000-01000-100-05	General Ba
Vacant	Deputy Sheriff	\$81,496.14	01000-01000-100-05	General Ba
Chase Chidester	Deputy Sheriff	\$81,496.14	11000-01000-100-05	Rural Serv
Eric Spring	Deputy Sheriff	\$81,496.14	11000-01000-100-05	Rural Serv
Casara Willey	Deputy Sheriff	\$81,496.14	11000-01000-100-05	Rural Serv
	Deputy Sheriff	\$30.00 per hour	11000-01030-100-05	Lake
Charlotte Kirby	Admin. Assistant	\$31.96 per hour	01000-01060-100-05	General Ba
Nancy Wright	Admin. Assistant	\$31.96 per hour	01000-01060-100-05	General Ba
Mitchell Cairns	Jail Administrator	\$74,181.74	01000-0105-100-05-100	General Ba
Alyssa Cowan	Jailer	\$31.96 per hour	01000-0105-100-05-100	General Ba
Marilyn Wood	Jailer	\$31.96 per hour	01000-0105-100-05-100	General Ba
Tim Swan	Jailer	\$31.96 per hour	01000-0105-100-05-100	General Ba
Britni McCarty	Jailer	\$22.44 per hour *	01000-0105-100-05-100	General Ba
Justice Finch	Jailer	\$20.40 per hour *	01000-0105-100-05-100	General Ba
Vacant	Jailer	\$31:96 per hour	01000-0105-100-05-100	General Ba
Vacant-Part Time	Jailer	\$20,377.38	01000-0105-100-05-100	General Ba
Transport Officer		\$30.00 per hour		
		* Raises will be	10 p	
		submitted		
			· · ·	

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Appanoose County Conservation Board 25100 520<sup>th</sup> St

Centerville, IA 52544

May 21, 2024

Appanoose County Board of Supervisors 201 N 12<sup>th</sup> St. Centerville, IA 52544

RE: FY2024-2025 Salary Certifications

### Full-time employees

Hannah Wiltamuth, Naturalist and Co-director Naturalist Co-director	\$58,691 salary \$47,981 \$10,710	total as follows: 01000 06110 100 22 01000 06100 100 22
Austin Hoffman, Conservation Technician and Co-director Conservation Technician	\$53,122 salary \$42,412	total as follows: 01000 06110 100 22
Co-director	\$10,710	01000 06100 100 22
Part-time permanent employee		
TBD	\$16/hr	01000 06110 101 22
Part-time seasonal employees		
Brendon Wilson	13.50/hr	01000 06110 101 22
Donald Stevens	13.00/hr	01000 06110 101 22

Regards,

Hannah Wiltamuth Co-Director / Naturalist

Austin Hoffman Co-Director / Technician

Appanoose County Zoning Administrator

Beth Burgin COURTHOUSE 201 N. 12th CENTERVILLE, IOWA 52544 Phone (641) 437-4529 Fax (641) 856-3062 bburgin@appanoosecounty.net

5/14/2024

Appanoose County Board of Supervisors 201 N 12<sup>th</sup> St. Centerville, IA 52544

RE: FY2024-2025 Salary Certification

Elizabeth Burgin (Appanoose County Zoning) \$6,656 --- 11000-06300-260-99

Thank you,

Beth Burgin Appanoose County Zoning Administrator 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

April 30, 2024

Appanoose County Board of Supervisors 201 N 12<sup>th</sup> St. Centerville, IA 52544

RE: FY2024-2025 Salary Certifications

Kelly Howard, Auditor Kari Smith, Deputy Auditor (80%) Jewell Cohrs, Deputy Auditor (80%) Meggie Whisler (65%)

**Dennis Beeson – Elections** 

Dennis Beeson, Custodian

Kelli Clark, Part-time Custodian

Linda Demry, Chairperson

Mark McGill, Boardmember Jeff Kulmatycki, Boardmember

Jon Foster, GIS/IT

Regards

Kelly Howard Appanoose County Auditor

\$73,780.35	01000-09010-100-02
\$59,024.28	01000-09010-100-02
\$59,024.28	02000-08000-100-02
\$47.957.23	02000-08000-100-02
1	

\$ 300.00 02000-08000-101-02

\$19.62/hour 01000-09100-100-51 02000-09100-100-51 \$14.28/hour 01000-09100-101-51

\$35,566.43 + \$1,000 chair stipend 01000-09000-100-01 \$35,566.43 01000-09000-100-01 \$35,566.43 01000-09000-100-01

\$20,000.00 01000-09120-100-52

April 3, 2024

Appanoose County Board of Supervisors 201 N 12<sup>th</sup> St Centerville, IA 52544

RE: FY2024-2025 Salary Certifications

Jack Maletta, General Assistance Director – Part Time

\$16.50/hour 01000-03110-100-25

Sincerely,

ack maters

Jack Maletta Director

**APPANOOSE COUNTY ASSESSOR'S OFFICE** 

Mike R. Barth, Assessor 201 N 12<sup>th</sup> St Centerville, IA 52544 Phone 641-437-4529 Fax 641-856-3062 e-mail <u>-mbarth@appanoosecounty.net</u>

March 04, 2024

Appanoose County Board of Supervisors 201 N 12<sup>th</sup> St. Centerville, IA 52544

RE: FY2024-2025 Salary Certifications

# SALARIES 2024/2025

Mike Barth Evan Knorr Beth Burgin Part-time Board Of Review

Assessor Deputy Office Manager \$84,810 \$63,456 \$47,592 \$12.75 per hour \$20.00 per hour

Michael Barth Appanoose County Assessor



## Appanoose, Davis, Lucas, Monroe Counties Emergency Management Agency

Coordinator Mike Lamb Assistant Coordinator Mike Bogle 12307 Hwy 5 PO Box 399, Moravia, IA 52571 PH: (641) 724-3223 FX: (641) 724-3273 Lamb Cell: (641) 895-0407 Bogle Cell: (641) 895-0601 E-mail: adlmema@iowatelecom.net

February 22, 2024 ADLM Emergency Management Commission Po Box 399, 12307 HWY 5 Moravia, Iowa 52571

RE FY 2025 Salary Certifications

Mike Lamb, Director (\$59,679.33)

\$28.69 per hr.

70000 10500 100 58

Mike Bogle,

(as needed)

\$16.48 per hr.

70000 10500 100 58

Certified 2/22/2024

Gary Anderson ADLM EMA Chair

Mike Lamb

MIKE Lamb ADLM EMA Director



Appanoose County Veterans Affairs 19999 St. Joseph Dr. Centerville, Iowa 52544 641 856-6597

Subj: FY25 Salary Certifications To: Auditor/ Appanoose County Board of Supervisors From: Commissioners & Director Appanoose County Veterans Affairs

5/8/2024

Annette Harvey-Commissioner Annual total \$720.00 Dennis Westerman-Commissioner Annual total \$720.00 Ed Cox-Commissioneer Annual total \$720.00

David Gee-Executive Director

\$60.00 per meeting (12) payable at 6 months 01000 03200 121 21 \$60.00 per meeting (12) payable at 6 months 01000 03200 121 21 \$60.00 per meeting (12) payable at 6 months 01000 03200 121 21

\$34,864.96 68 hours/bi-weekly =\$19.72/hour 01000 03200 100 21

50 L.

David Gee-Executive Director Appanoose County Veterans Affairs



### APPANOOSE COUNTY PUBLIC HEALTH PROVIDING HEALTH SERVICE TO APPANOOSE COUNTY since 1960

209 East Jackson St. Centerville, IA 52544 Phone:641.437.4332 Fax: 641.856.5575

April 7th, 2024

Appanoose County Board of Supervisors 201 N. 12<sup>th</sup> Street Centerville, IA 52544

RE: Appanoose County Public Health: 2024 - 2025 Annual Salary Certifications

Jerilyn Lasley – \$20.92 per hour

Rebecca Pfannebecker - \$34.46 per hour

Kristopher Laurson - \$77,279 per year

(FT Staff) - Salary Account # 01000 03040 100 23

Respectfully,

Kristopher L. Lawrson Administrator Appanoose County Public Health



Office of Appanoose County Recorder c/o Courthouse 201 N. 12<sup>th</sup> Street | Centerville, Iowa 52544

May 1, 2024

Appanoose County Board of Supervisors 201 N. 12<sup>th</sup> Street Centerville, IA 52544

RE: FY 2024-2025 Salary Certifications

The following salaries for the Appanoose County Recorder's office for July 1, 2024 through June 30, 2025 are certified as follows:

Maegan Messamaker, Recorder

\$71,190.19 (01000 08110 100 07)

Michele Baldwin, Deputy Recorder (75%)

\$53,392.64 (01000 08110 100 07)

Pam Wells (Part Time)

\$15.00/ hour (01000 08110 101 07)

Sincerely,

Maegan Messamaker Appanoose County Recorder



Mental Health Agency of Southeast Iowa (MHASEI) Mental Health and Disability Service Region Appanoose, Davis, Des Moines, Henry, Jefferson, Keokuk, Lee, Louisa, Mahaska, Monroe, Van Buren, Wapello, & Washington Counties

May 1, 2024

Appanoose County Board of Supervisors

201 North 12th Street

Centerville IA 52544

**RE: Salary Certification** 

Stephanie Koch Coordinator of Disability Services \$67,598.58 06000 09040 100 60

Respectfully,

Stephoniakuch

Stephanie Koch Coordinator of Disability Services, Appanoose County,

Mental Health Agency of Southeast Iowa



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@appanoosecounty.net

January 31, 2024

### TO: APPANOOSE COUNTY BOARD OF SUPERVISORS

RE: 2024/2025 Salary Certifications

Salaries in the Office of the Appanoose County Treasurer for the FY 2023/2024 are certified as follows:

Jennifer Salstrand, Treasurer Acct. # 01000-09020-100-03	\$71,190.19
Michelle Gray, Deputy Treasurer (83%) Acct. # 01000-08100-100-03-750	\$59,087.86
Cynthia Bartels, Deputy Treasurer (81%) Acct. # 01000-08100-100-03	\$57,664.05
Marla Smith, Deputy Treasurer (68%) Acct. # 01000-09020-100-03	\$48,409.33
Misty Cardani, Deputy Treasurer (59%) Acct. #01000-09020-100-03	\$42,002.21
Tara Micetich, Deputy Treasurer (61%) Acct. # 01000-08100-100-03	\$43,426.02

jalstrand  $\frown$ 

Jennifer Salstrand, | Appanoose Co. Freasurer

## **APPANOOSE COUNTY ASSESSOR'S OFFICE**

Mike R. Barth, Assessor 201 N 12<sup>th</sup> St Centerville, IA 52544 Phone 641-437-4529 Fax 641-856-3062 e-mail <u>-mbarth@appanoosecounty.net</u>

March 04, 2024

Appanoose County Board of Supervisors 201 N 12<sup>th</sup> St. Centerville, IA 52544

RE: FY2024-2025 Salary Certifications

# **SALARIES 2024/2025**

Mike Barth Evan Knorr Beth Burgin Part-time Board Of Review Assessor Deputy Office Manager \$84,810 \$63,456 \$47,592 \$12.75 per hour \$20.00 per hour

Michael Barth Appanoose County Assessor

# RESOLUTION NO. 2024-28

#### **RESOLUTION APPROVING FINAL PLAT OF THE**

#### LAGO VISTA SUBDIVISION

WHEREAS, the Final Plat of the Lago Vista Subdivision, a subdivision of Appanoose County, Iowa, (the "Plat") and the accompanying materials have been filed with the County Auditor of Appanoose County, Iowa, by VICE VENTURES LLC, an Iowa limited liability company ("<u>Owner</u>");

WHEREAS, the Plat is located on the following described real estate in Appanoose County, Iowa:

A parcel of land located in Section 3, Township 70 North, Range 19 West of the Fifth Principal Meridian, Appanoose County, Iowa more particularly described as follows:

Beginning at the Center of Section 3, Township 70 North, Range 19 West of the Fifth Principal Meridian, Appanoose County, Iowa and proceeding thence North 00°16'59" West along the West line of the Southwest Quarter of the Northeast Quarter, a distance of 768.98 feet, to a found iron pin;

thence North 86°42'26" East, a distance of 5.90 feet, to a found iron pin on the Westerly right-of-way line of Appanoose County Highway S70 as presently located;

thence Southeasterly along said Right-of-Way and along a 898.60 foot radius curve, concave Northeasterly, with a chord bearing of South 26°45'35" East and a chord length of 702.91 feet, a distance of 722.19 feet;

thence South 39°37'43" West along said Right-of-Way, a distance of 25.00 feet, to a found iron pin;

thence Southeasterly along said Right-of-Way and along a 923.60 foot radius curve, concave Northeasterly, with a chord bearing of South 55°35'02" East and a chord length of 169.74 feet, a distance of 169.98 feet, to a found iron pin;

thence South 29°34'34" West along said Right-of-Way, a distance of 25.86 feet, to a found iron pin on the South line of the Southwest Quarter of the Northeast Quarter of said Section 3;

thence South 89°28'01" West along said South line and along the North line of Outlot I of Lakeview Ridge Subdivision, a distance of 372.59 feet to a common corner therewith;

thence South 00°18'53" East along a Westerly line of said Outlot I, a distance of 18.89 feet, to a common corner therewith;

thence South 44°21'13" West along a Westerly line of said Outlot I, a distance of 45.18 feet, to a common corner therewith;

thence South 00°09'38" East along a West line of said Outlot I, a distance of 1265.84 feet, to the Southwest corner thereof and also on the South line of the Northwest Quarter of the Southeast Quarter of said Section 3;

thence South 89°33'46" West along the South line of the Northwest Quarter of the Southeast Quarter of said Section 3, a distance of 20.53 feet, to a found concrete monument at the Southwest corner thereof;

thence South 89°57'15" West along the South line of the Northeast Quarter of the Southwest Quarter of said Section 3, a distance of 660.44 feet, to a found concrete monument;

thence North 00°24'45" West, a distance of 658.20 feet, to a found concrete monument;

thence South 89°59'44" West, a distance of 329.66 feet, to a found concrete monument;

thence North 00°23'34" West, a distance of 658.41 feet, to a found concrete monument on the North line of the Northeast Quarter of the Southwest Quarter of said Section 3;

thence North 89°57'50" East along the North line of the Northeast Quarter of the Southwest Quarter of said Section 3, a distance of 990.49 feet, to the found concrete monument at the Point of Beginning, said Parcel containing 28.44 acres, more or less, subject to easements of record;

WHEREAS, the Board of Supervisors has given due consideration to the Plat as submitted by Owner and finds that said plat conforms to the applicable governing provisions of Iowa Code §354 and other related statutes and the ordinance of Appanoose County, Iowa.

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF APPANOOSE COUNTY, IOWA:

Section 1. That the Plat be, and the same is hereby approved and accepted and any procedural discrepancies of the platting ordinance are hereby waived.

**Section 2.** The County Auditor and Chairperson of the Board of Supervisors are hereby authorized and directed, to execute all legal documents relating to the Plat and to certify a copy of this Resolution, which shall be affixed to the Plat after passage and approval by law.

Section 3. This Resolution shall become effective upon its passage and approval as provided by law.

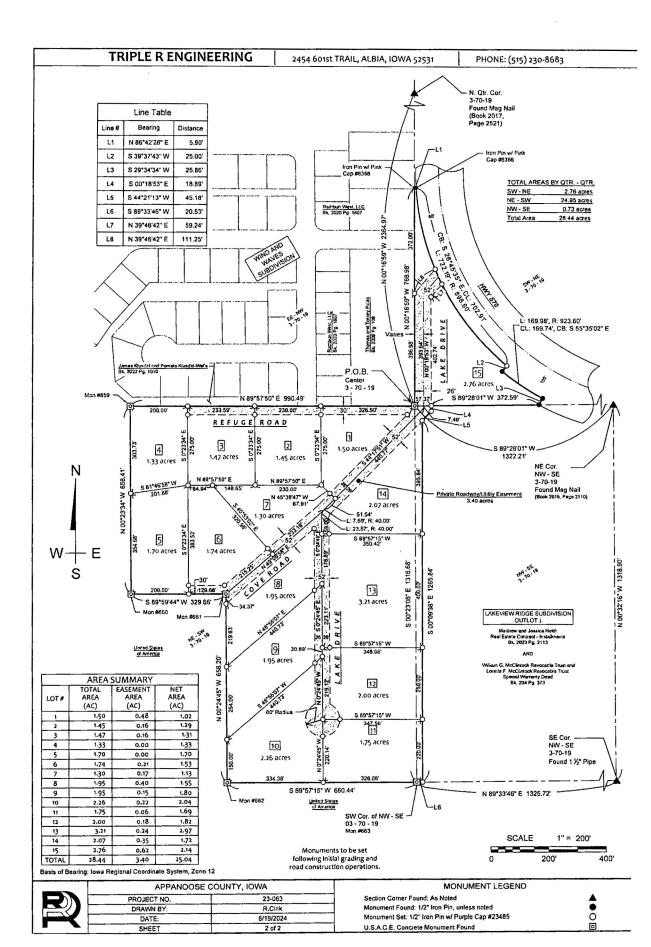
PASSED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Chairperson, Appanoose County Board of Supervisors

ATTEST:

Kelly Howard, County Auditor

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A studivision located in the Southwest Quarter of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of North Southwest Quarter of NorthWest Routhwest RouthWest RouthWest Quarter of NorthWest RouthWest Quarter of NorthWest RouthWest RouthWest Quarter of NorthWest RouthWest					
Northwest Quarter of the Southeast Quarter, all in Section 3, Township 70 North, Range 19 West of the Fith Principal Mendian, Appanoose County, Iows and proceeding there is North 071635* West along the West Ino of the Southwest Quarter of the Northeast Quarter, a distance of 768.99 Mest, to a found iron pin.     Here North 8947297* East, ald distance of 5.00 feet, to a South Yest Quarter of the Northeast Quarter, a distance of 768.99 Mest, and a South 284435* East and a chord long hit on the Westerly right-of-Way into of Appanoose County Highway S70 as presently located;     Here North 8947297* East ald distance of 5.00 feet, to a South Yest Quarter of the Northeast Early, with a chord bearing of South 284435* East and a chord long in Q122.19 feet, to a set iron pin;     Here Southeasteriy along said Right-of-Way and along a B23.60 foot radius curve, concave Northeastery, with a chord bearing of South 284435* East and a chord long in Q122.50 foot radius curve, concave Northeastery, with a chord bearing of South 2844280*     Here South 2844281*   Here South 2844281*     Here South 2844281*   Here South 2844281*     Here South 2844281*   Here South 28442*     Here South 28442*   Here South 1845     Here South 28442*   Here South 28454*     Here South 28454*   Here South 28454*     <	DESCRIPTI	ON OF LAGO VISTA:			
Northwest Quarter of the Southeast Quarter, all in Section 3, Township 70 North, Range 19 West of the Fith Principal Mendian, Appanoose County, Iows and proceeding there is North 071635* West along the West Ino of the Southwest Quarter of the Northeast Quarter, a distance of 768.99 Mest, to a found iron pin.     Here North 8947297* East, ald distance of 5.00 feet, to a South Yest Quarter of the Northeast Quarter, a distance of 768.99 Mest, and a South 284435* East and a chord long hit on the Westerly right-of-Way into of Appanoose County Highway S70 as presently located;     Here North 8947297* East ald distance of 5.00 feet, to a South Yest Quarter of the Northeast Early, with a chord bearing of South 284435* East and a chord long in Q122.19 feet, to a set iron pin;     Here Southeasteriy along said Right-of-Way and along a B23.60 foot radius curve, concave Northeastery, with a chord bearing of South 284435* East and a chord long in Q122.50 foot radius curve, concave Northeastery, with a chord bearing of South 2844280*     Here South 2844281*   Here South 2844281*     Here South 2844281*   Here South 2844281*     Here South 2844281*   Here South 28442*     Here South 28442*   Here South 1845     Here South 28442*   Here South 28454*     Here South 28454*   Here South 28454*     <	A subdiv	ision located in the Southwest Quarter of	the Northeast	Quarter and the Northeast (	Quarter of the Southwest Quarter and the
Beginning at the Center of Section 3, Township 70 North, Range 19 West of the Fifth Principal Metidian, Appanoose County, Iowa and proceeding thence North 8074276: East, adistance of 5.80 feet, to a found iron pin on the Westery right-of way like of Appanoose County Highway Signa 20 a presently located.     Mence North 8074276: East, adistance of 5.80 feet, to a found iron pin on the Westery right-of way like of Appanoose County Highway Signa 20 a presently located.     Mence North 8074767: West along said Right-of-Way, and 805 flot radius curve, concave Northeasterly, with a chord bearing of South 2574577: East and a chord length of 169.24 feet, to a faund iron pin.     Mence South 2974778: West along said Right-of-Way, and sharen of 25.80 feet, to a found iron pin.     Mence South 297478: West along said Right-of-Way, and sharen of 25.80 feet, to a found iron pin.     Mence South 297478: West along said Right-of-Way, and sharen of 18.29 feet, to a south or pin.     Mence South 207478: West along said Right-of-Way, and sharen of 18.29 feet, to a south or pin.     Mence South 20718: West along the South line of the Northwest Quarter of said Section 3, a distance of 372.59 feet, to a south or pin.     Mence South 2070378: East, a distance of 163.80 feet, to a south or pin.     Mence South 2070378: East, a distance of 163.80 feet, to a south or pin.     Mence South 2070378: East, a distance of 163.80 feet, to a south or pin.     Mence South 2070378: East, a distance of 163.80 feet, to a south or pin.     Mence South 2070378: West along the South line of the Northwest Quarter of said Section 3, a distance of 20.80 feet, to a found	Northwest C	luarter of the Southeast Quarter, all in Se	ection 3, Towns	hip 70 North, Range 19 We	est of the Fifth Principal Meridian,
proceeding thence North 00°1505° West along the West line of the Southwest Quarter of the Northeast Quarter, a distance of 788.98 thence North 80°4226° East, a distance of 5.90 feet, to a found iron pin on the Westerly right-of-way line of Appanoose County Highway S70 as presently located: thence Southeasterly along side Right-of-Way, and along a 899.60 (pot radius curve, conceve Northeasterly, with a chord bearing of South 26°4535° East and a chord length of 102.91 feet, a distance of 25.80 feet, to a found iron pin. thence Southeasterly along side Right-of-Way, a distance of 25.80 feet, to a found iron pin. thence South 29°437° West along side Right-of-Way, a distance of 25.80 feet, to a found iron pin. thence South 29°437° West along side Right-of-Way, a distance of 25.80 feet, to a found iron pin. thence South 29°437° West along side Right-of-Way, a distance of 15.80 feet, to a found iron pin. there South 29°437° West along the South line of the South-west Quarter of the Northeast Quarter of said Section 3, a distance of 25.90 feet, 20°57° West along the South line of the Northeast Quarter of said Section 3, a distance of 20.53 feet, to a found concrete monument at the Southwest Quarter of the South-set Quarter of said Section 3, a distance of 20.53 feet, to a found concrete monument at the Southwest Quarter of the Southwest Quarter of said Section 3, a distance of 20.53 feet, to a found concrete monument at the Southwest Quarter of the Southwest Quarter of said Section 3, a distance of 20.54 feet, to a found concrete monument at the Southwest Quarter of the Southwest Quarter of said Section 3, a distance of 20.54 feet, to a found concrete monument at the Point of Bead, Point and Concrete monument; thence North 00°2436° West, a distance of 329.69 feet, to a found concrete monument; thence North 00°2736° East along the North hine of the Northeast Quarter of said Section 3, a distance of 20.50 Heef North 00°2736° West, a distance of 680.40 feet, to a found concrete monument; thence North 00	Appanoose	oounty, towa more particularly described	as tonows:		
feet, to a found iron pir;     Hence North B94/225 East, a distance of 5.90 feet, to a found iron pin on the Westerly right-of-way line of Appancose County Highway S70 as presently located;     Hence Southeasterly along said Right-of-Way and along a 898.60 foot radius curve, concave Northeasterly, with a chord bearing of South 25/45/35 East and a chord length of 702.31 feet, a distance of 722.19 feet, to a set from pin;     Hence Southeasterly along said Right-of-Way and along a 823.60 foot radius curve, concave Northeasterly, with a chord bearing of South 25/45/11 West along said Right-of-Way and along a 823.00 foot radius curve, concave Northeasterly, with a chord bearing of South 25/45/11 West along said Right-of-Way and along a 823.00 foot radius curve, concave Northeasterly, with a chord bearing of South 25/45/11 West along said Right-of-Way and along a 823.00 foot radius curve, concave Northeasterly, with a chord bearing of South 25/45/11 West along said Right-of-Way and along a 823.00 foot radius curve, concave Northeast, with a chord bearing of South 25/45/11 West along said Right-of-Way and along a 823.00 foot radius curve, concave Northeast Quarter of said Section 3, a distance of 3.80 feet, to a set iron pin;     Hence South 07/9736/East, a distance 012.65 /4 feet, to a set iron pin;   Hence South 07/9737 East, adistance 01265.47 feet, to a set iron pin;     Hence South 07/9737/East, adistance 012.65 /4 feet, to a set iron pin;   Hence South 07/9737 West along the South line of the Northwest Quarter of said Section 3, a distance of 80.80 feet, to a found concrete monument;     Hence North 07/9737/East, adistance 0128.05 feet, to a found concrete monument;   Hence North 09/9737 West, adistance 03.28.05 feet, to a found concrete monument;	Beginning al	the Center of Section 3, Township 70 N	orth, Range 19	West of the Fifth Principal M	Meridian, Appanoose County, Iowa and
S70 as presently located;     thence Southeastery along said Right-of-Way and along a 898.60 foot radius curve, concave Northeasterly, with a chord bearing of South 25/357 East and a chord length of 702.31 feet, a distance of 72.01 feet, to a set from pin;     thence Southeastery along said Right-of-Way and along a 923.60 foot radius curve, concave Northeasterly, with a chord bearing of South 55/3670 East and a chord length of 169.74 feet, a distance of 16.90 feet, to a found iron pin;     thence South 25/374 West along said Right-of-Way, a distance of 25.60 feet, to a south orn pin;     thence South 27/374 West along said Right-of-Way, a distance of 25.60 feet, to a south orn pin;     thence South 27/374 West along said Right-of-Way in a distance of 25.60 feet, to a south orn pin;     thence South 27/3747 West along said Right-of-Way in a distance of 25.60 feet, to a set ion pin;     thence South 27/3747 West along said Right-of-Way in a distance of 25.60 feet, to a set ion pin;     thence South 27/3747 West along table South line of the Southwast Current of the Northwest Quarter of said Section 3, a distance of 20.50 feet, to a set ion pin;     thence South 26/3747 West along table South line of the Northwest Quarter of the Southwast Quarter of said Section 3, a distance of 20.50 feet, to a set ion pin;     thence North 0072446° West along table South line of the Northwest Quarter of the Southwest Quarter of said Section 3, a distance of 20.50 feet, to a found concrete monument;     thence North 0072446° West along table South Inter of the Northwest Quarter of said Section 3, a distance of 20.50 feet, to a found concrete monument;	feet, to a	found iron pin;			
Hence Southeasteriny along said Right-OrWay and along a 898.60 (pot radius curve, concave Northeasterly, with a chord bearing of South 55/3072* East and a chord length of 702.91 (etc., to a found iron pin;     Hence South 35/3743* West along said Right-OrWay and along a 823.60 foot radius curve, concave Northeasterly, with a chord bearing of South 55/3072* East and a chord length of 18.74 (etc., a distance of 126.98 (etc., to a found iron pin;     Hence South 35/3743* West along said Right-OrWay and along a 823.60 foot radius curve, concave Northeasterly, with a chord bearing of South 55/3072* East, ad distance of 18.98 (etc., to a found iron pin;     Hence South 35/3147* West along the South line of the Southwest Quarter of the Northeast Quarter of said Section 3, a distance of 3.68 to a set iron pin;     Hence South 427137* West, ad stance of 12.69 Af etc, to a set iron pin;     Hence South 427137* West, ad distance of 12.69 Af etc., to a set iron pin;     Hence South 427137* West, ad distance of 12.69 Af etc., to a set iron pin;     Hence South 427137* West, ad distance of 12.69 Af etc., to a set iron pin;     Hence South 427137* West, ad distance of 12.69 Af etc., to a set iron pin;     Hence South 427137* West, ad distance of 12.69 Af etc., to a set iron pin;     Hence South 427137* West, ad distance of 12.69 Af etc., to a set iron pin;     Hence South 427137* West, ad distance of 45.80 etc., to a set iron pin;     Hence South 427537* West, ad distance of 58.60 feet, to a found concrete monument;     Hence North 05750* Gat disdecion 3,   distance of 58.60 feet, to found concrete m	thence North	86°42'26" East, a distance of 5.90 feet,	to a found iron	pin on the Westerly right-of	f-way line of Appanoose County Highway
South 25*433° East and a chord length of 702.91 feet, a distance of 72.01 feet, to a set iron prix. Theree Southeasterly along said Right-O-Way and along a 923.60 foot radius curve, concave Northeasterly with a chord bearing of South 55*300° East and a chord length of 169.74 feet, a distance of 16.90 feet, to a found iron prix. Theree South 93*30° West along the South line of the Southwest Quarter of a said Sociol 3, a distance of 372.59 feet, to a set iron prix. Theree South 93*20° West along the South line of the Southwest Quarter of the Northwest Quarter of the Southeast Cauter of said Sociol 3, a distance of 126.94 feet, to a set iron prin on the South line of the Northwest Quarter of the Southeast Quarter of said Sociol 3, a distance of 126.94 feet, to a set iron prin on the South line of the Northwest Quarter of the Southeast Quarter of said Sociol 3, a distance of 126.94 feet, to a set iron prin on the South line of the Northwest Quarter of said Sociol 3, a distance of 20.53 feet, to a set to concrete monument at the Southwest Quarter of the Southwest Quarter of said Sociol 3, a distance of 800.44 feet, ba fourd concrete monument at the Southwest Quarter of the Southwest Quarter of said Sociol 3, a distance of 800.44 feet, ba fourd concrete monument at the Southwest Quarter of the Southwest Quarter of said Sociol 3, a distance of 800.44 feet, ba fourd concrete monument at the Southwest Quarter of the Northwest Quarter of said Sociol 3, a distance of 800.49 feet, ba found concrete monument at the Point of Beginning, said Parcel containing 28.44 acres, more or less, subject to 800.89 feet, ba found concrete monument at the Point of Beginning, said Parcel containing 28.44 acres, more or less, subject to 800.89 feet, ba found concrete monument at the Point of Beginning, said Parcel containing 28.44 acres, more or less, subject to 800.80 feet, ba found concrete monument at the Point of Beginning, said Parcel containing 28.44 acres, more or less, subject to 800.80 feet, ba found concrete monume			ong a 898.60 fc	pot radius curve, concave N	lortheasterly, with a chord bearing of
Itence Southeasterly along said Right-of-Way and along a 923.00 foot radius curve, concave Northeasterly, with a chord bearing of South 5573502" esta and a chord lengh of 1663.74 (et al. adistance of 169.89 feet, to a sound iron pin;     Itence South 9274574" West along the South line of the Southwest Quarter of the Northeast Quarter of said Section 3, a distance of 37.258 feet, to a set iron pin;     Itence South 472113" West, a distance of 136.89 feet, to a set iron pin;     Itence South 472113" West, a distance of 136.89 feet, to a set iron pin;     Itence South 472113" West, a distance of 126.54 feet, to a set iron pin;     Itence South 472113" West, a distance of 126.54 feet, to a set iron pin;     Itence South 472113" West, a distance of 126.54 feet, to a set iron pin;     Itence South 6975044" West, a distance of 126.544 feet, to a set iron pin;     Itence South 697504" West along the South line of the Northwest Quarter of the Southwest Quarter of said Section 3, a distance of 20.53 feet, to a found concrete monument;     Itence South 6975044" West, a distance of 585.02 feet, to a found concrete monument;     Itence South 6975044" West, a distance of 582.05 feet, to a found concrete monument;     Itence South 6975044" West, a distance of 582.05 feet, to a found concrete monument;     Itence South 6975044" West, a distance of 582.05 feet, to a found concrete monument;     Itence South 6975044" West, a distance of 582.06 feet, to a found concrete monument;     Itence South 6975044" West, a distance of 582.06 feet, to a found concrete monument;  <	South 26	°45'35" East and a chord length of 702.9	1 feet, a distant	ce of 722.19 feet, to a set in	on pin;
South 55*3502" East and a chord length of 169:74 feet, a distance of 169:89 feet, to a found inor pin;     theree South 89*2801" West along safe South line of the Southwest Quarter of the Northeast Quarter of said Section 3, a distance of 372.55 feet, to a sat it rom pin;     theree South 80*2801" West along safe of 18.69 feet, to a set iron pin;     theree South 40*2119" West, a distance of 45.81 feet, to a set iron pin;     theree South 40*2119" West, a distance of 45.81 feet, to a set iron pin;     theree South 89*38140" West along the South line of the Northwest Quarter of the Southeast Quarter of said Section 3;     diata of the South 40*2119" West, a distance of 45.81 feet, to a set iron pin;     theree South 89*3340" West along the South line of the Northwest Quarter of the Southeast Quarter of said Section 3;     diata of the South 40*2119" West, a distance of 45.81 feet, to a south 40*2119"     theree South 89*3740" West along the South line of the Northwest Quarter of the Southeast Quarter of said Section 3;     theree South 89*3740" West, a distance of 28.20 feet, to a found concrete monument;     theree South 89*3740" West, a distance of 28.20 feet, to a found concrete monument;     theree South 89*3740" West, a distance of 28.20 feet, to a found concrete monument;     theree South 89*3740" West, a distance of 28.20 feet, to a found concrete monument;     theree South 89*3740" West, a distance of 28.20 feet, to a found concrete monument;     theree South 89*3740" West, a distance of 28.20 feet, to a found concrete monument; <td></td> <td></td> <td></td> <td></td> <td></td>					
thence South 89'29'0'' West along the South line of the Southwest Quarter of the Northeast Quarter of said Section 3, a distance of 38.9 feet, to a set iron pin;     thence South 00'0'8'' East, a distance of 1265.84 feet, to a set iron pin;     thence South 00'0'8'' East, a distance of 1265.84 feet, to a set iron pin;     thence South 00'0'8'' East, a distance of 1265.84 feet, to a set iron pin;     thence South 89'3'4'' West, a distance of 1265.84 feet, to a set iron pin;     thence South 89'3'4'' West, a distance of 1265.84 feet, to a set iron pin;     thence South 89'3'4'' west, a distance of 1265.84 feet, to a southwest Quarter of the Southwest Quarter of said Section 3;     thence South 89'3'4'' West, a distance of 1265.84 feet, to a found concrete monument;     thence South 89'5'7'5'' West along the South line of the Northeast Quarter of the Southwest Quarter of said Section 3; a distance of 580.82 feet, to a found concrete monument;     thence North 00'2'4'4'' West, a distance of 1265.84 feet, to a found concrete monument;     thence North 89'5'7'5'' East along the North line of the Northeast Quarter of the Southwest Quarter of said Section 3;     thence North 89'5'7'5'' East along the North line of the Northeast Quarter of the Southwest Quarter of said Section 3;     thence North 89'5'5''East along the North line of the Northeast Quarter of the Southwest Quarter of said Section 3;     thence North 89'5'5''East along the North line of the Northeast Quarter of the Southwest Quarter of said Section 3;     thence North 89'5''East along the North line of the Northea	South 55	"35'02" East and a chord length of 169.7	4 feet, a distand	ce of 169.98 feet, to a found	d iron pin;
372.59 feet, to a set iron pir;     thence South 44*2113* West, a distance of 158.89 feet, to a set iron pin;     thence South 44*2113* West, a distance of 126.84 feet, to a set iron pin;     thence South 50*276**     Quarter of said Section 3;     thence South 50*276**     Unarter of said Section 3;     thence South 50*376**     Unarter of said Section 3;     thence South 50*376**     Unarter of said Section 3;     thence South 50*376**     Unarter of the Southwest Quarter of the Southwest Quarter of said Section 3; a distance of 660.41 feet, to a found concrete monument;     thence North 00*2445**     thence South 95*75**     thence North 00*2444**     Vest, a distance of 580.01 feet, to a found concrete monument;     thence North 00*244**     thence South 95*750**     there of said Section 3;     thence North 957*50**     the feet, to a found concrete monument at the Point of Beginning, said Pareel containing 28.44 acres, more or less, subject to easements of record.     Linda Dernry - Chainwoman   Kelly Howard     Appanoose County Board of Supervisors   Michael Barth     Appanoose County Board of Supervisors   Michael Barth     Appanoose County Board of Supervisors   Bradley J. Skinner, PE					
thence South 00*163* East, a distance of 61.80 feet, to a set iron pin: thence South 00*0913* East, a distance of 18.80 feet, to a set iron pin on the South line of the Northwest Quarter of the Southeast Quarter of said Section 3, thence South 80*3346* West along the South line of the Northwest Quarter of the Southeast Quarter of said Section 3, a distance of 20.51 feet, to a found concrete monument at the Southwest Quarter of the Southwest Quarter of said Section 3, a distance of 60.44 feet, to a found concrete monument: thence South 89*59.44* West, a distance of 652.01 feet, to a found concrete monument; thence South 89*59.44* West, a distance of 658.41 feet, to a found concrete monument on the North 00:24*3* West, a distance of 658.41 feet, to a found concrete monument on the North 00:24*3* West, a distance of 658.41 feet, to a found concrete monument on the North 89*59*4** West, a distance of 658.41 feet, to a found concrete monument on the North 89*59*3*********************************			the Southwest	Quarter of the Northeast Qu	uarter of said Section 3, a distance of
thence South 00'09'39' East, a distance of 1265.44 feet, to a set iron pin on the South line of the Northwest Quarter of said Section 3, a distance of 20.53 feet, to a found concrete monument the Southwest Quarter of the Southwest Quarter of said Section 3, a distance of 600.44 feet, to a found concrete monument.     thence South 89'37'15'' West along the South line of the Northwest Quarter of the Southwest Quarter of said Section 3, a distance of 600.44 feet, to a found concrete monument.     thence South 89'57'15'' West along the Southwest Quarter of the Southwest Quarter of said Section 3, a distance of 632.01 feet, to a found concrete monument;     thence South 89'59'44'' West, a distance of 652.01 feet, to a found concrete monument on the North line of the Northeast Quarter of the Southwest Quarter of said Section 3, a distance of 990.49 feet, to the found concrete monument on the North West Quarter of said Section 3, a distance of 990.49 feet, to the found concrete monument at the Point of Beginning, said Parcel containing 28.44 acres, more or less, subject to easements of record.     Linda Demry - Chainwoman   Kelly Howard     Appanoose County Board of Supervisors   Michael Barth     Appanoose County Board of Supervisors   Michael Barth     Jeff Kulatyeki KuhwAyty (V; Appanoose County Board of Supervisors   Bradley J. Skinner, PE & PLS     Jeff Kulatyeki KuhwAyty Kart   Appanoose County Engineer	thence South	h 00°18'53" East, a distance of 18.89 fee			
Quarter of said Section 3;     therece South 6973/46* West along the South line of the Northwest Quarter of the Southwest Quarter of said Section 3, a distance of 20.53 feet, to a found concrete monument;     thence North 00°24/45* West, a distance of 050.20 feet, to a found concrete monument;     thence North 00°24/45* West, a distance of 050.20 feet, to a found concrete monument;     thence North 00°24/45* West, a distance of 050.21 feet, to a found concrete monument;     thence North 00°24/45* West, a distance of 050.41 feet, to a found concrete monument;     thence North 00°23/3** West, a distance of 050.41 feet, to a found concrete monument;     thence North 00°23/3** West, a distance of 050.41 feet, to a found concrete monument;     thence North 00°23/3** West, a distance of 050.41 feet, to a found concrete monument;     thence North 00°23/3** West, a distance of 050.41 feet, to a found concrete monument;     thence North 00°23/3**     thence North 00°23/3**     0.40 feet, to the found concrete monument;     thence North 00°23/3**     0.40 feet, to the found concrete monument;     thence North 89*07*     0.40 feet, tot the found concrete monument;     thence North 89*07*     0.41 feet, tot a found concrete monument;     thence North 89*07*     thence North 89*07*     Appanoose County Board of Supervisors     Mark McGill - Vice					e Northwest Quarter of the Southeast
20.53 feet, to a found concrete monument at the Southwest corner thereof;     thence South 89°5715* West along the South line of the Northeast Quarter of the Southwest Quarter of said Section 3, a distance of 650.44 feet, to a found concrete monument;     thence North 00°24/45* West, a distance of 658.20 feet, to a found concrete monument;     thence North 00°24/45* West, a distance of 658.24 feet, to a found concrete monument;     thence North 00°24/45* West, a distance of 658.21 feet, to a found concrete monument;     thence North 00°24/45* West, a distance of 658.24 feet, to a found concrete monument;     thence North 00°24/45* West, a distance of 658.41 feet, to a found concrete monument;     thence North 00°24/45*     thence North 00°26*     000000000000000000000000000000000000			eet, to a set no	is pin on the South line of the	e Northwest Quarter of the Southeast
thence South 89*57*15* West along the South line of the Northeast Quarter of the Southwest Quarter of said Section 3, a distance of 658 20 feet, to a found concrete monument;     thence North 00*2445* West, a distance of 658 20 feet, to a found concrete monument;     thence North 00*2345*     thence North 00*2345*     South line of the Northeast Quarter of the Southwest Quarter of the Northeast Quarter of the Southwest Quarter of said Section 3, a distance of 930.45 feet, to the found concrete monument on the North line of the Northeast Quarter of said Section 3, a distance of 930.45 feet, to the found concrete monument at the Point of Beginning, said Parcel containing 28.44 acres, more or less, subject to easements of record.     Linda Demry - Chairwoman   Kelly Howard     Appanoose County Board of Supervisors   Kelly Howard     Mark McGill - Vice Chairman   Michael Barth     Appanoose County Board of Supervisors   Appanoose County Assessor     Jeff Kulatyekit Kulmushy Ku*   Bradley J. Skinner, PE & PLS     Appanoose County Board of Supervisors   Bradley J. Skinner, PE & PLS					uarter of said Section 3, a distance of
Ihence North 00"2445" West, a distance of 558.20 feet, to a found concrete monument;     Ihence North 00"2334" West, a distance of 329.66 feet, to a found concrete monument;     Ihence North 00"2334" West, a distance of 558.41 feet, to a found concrete monument;     Ihence North 00"2334" West, a distance of 558.41 feet, to a found concrete monument;     Ihence North 00"2334" West, a distance of 558.41 feet, to a found concrete monument on the North line of the Northeast Quarter of said Section 3, a distance of 990.49 feet, to the found concrete monument at the Point of Beginning, said Parcel containing 28.44 acres, more or less, subject to easements of record. <b>APPROVED BY:</b> Linda Demry - Chairwoman     Appanoose County Board of Supervisors         Mark McGill - Vice Chairman     Appanoose County Board of Supervisors         Mark McGill - Vice Chairman     Appanoose County Board of Supervisors         Jeff Kulatycki Kultytshytek;     Appanoose County Board of Supervisors					uarter of said Section 3, a distance of
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#### Appanoose-Wapello County Engineer Agreement

This agreement is made and entered into on the \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2024, by and between Appanoose County, Iowa (hereinafter identified as the Appanoose Board) and Wapello County, Iowa (hereinafter identified as the Wapello Board) and Bradley J. Skinner (hereinafter identified as Engineer). This agreement shall be known as the Appanoose-Wapello County Engineer Agreement. This agreement does not contemplate and shall not be construed to limit or expand the powers of the participating counties, except as expressly stated in the agreement. Wapello County, Iowa and Appanoose County, Iowa hereby enter into an agreement pursuant to Iowa Code Chapter 28E to share the services of a County Engineer. This Agreement shall terminate upon expiration of the term or as otherwise provided for within this agreement.

The purpose of said agreement is to establish a working mechanism between the two participating counties so that the Wapello Board may utilize the services of the Appanoose County Engineer, Bradley Skinner, during the temporary period of time when the Wapello Board seeks to employ and train a full-time County Engineer having the ability to serve in the capacity of Wapello County Engineer, in accordance with Iowa Code Sections 309.17 through 309.21.

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

- The Engineer is currently employed by the Appanoose Board as a full-time "exempt" employee thereof, shall remain such during the period of this agreement, shall continue to be paid by the Appanoose Board his salary as described herein and accrue his fringe benefits as established and hereafter modified.
- 2. The Wapello Board requires and desires the temporary services of the Engineer to serve in the capacity of Wapello County Engineer in accordance with Iowa Code Sections 309.17 through 309.21.
- 3 The Engineer shall serve as the Appanoose County Engineer and the Wapello County Engineer beginning July 1, 2024, and continue in that position until such time as the Wapello Board employs a full-time County Engineer and this agreement is terminated as provided herein or if the 28E agreement is otherwise terminated. With respect to the services to be provided to Wapello County, the Engineer shall devote his professional time and talent to the best interest thereof and discharge all of the duties and responsibilities in his capacity as the County Engineer: he shall keep himself advised as to the condition of the budget items of the Secondary Road fund; he shall have control of the all planning, Engineering, construction and maintenance work of the Secondary Road Department and all employees therein in order to accomplish his official duties; he shall be responsible for administering disciplinary action to the employees of the Secondary Road Department as, in his opinion is required; and perform other duties that would be normally expected of a County Engineer.
- 4. The Engineer shall endeavor to provide a minimum of twenty (20) hours per week of job duties to each County and shall keep a written log of the time to be made available to either County upon request. Actual work time for the Engineer is expected to exceed forty (40) on a regular basis. The time shall be tabulated from arrival on project locations or the office until final departure for any given day. Recorded time may

include travel, communication, administration, as well as any other traditional engineering, surveying, or administrative duties.

- 5. The Board of Supervisors of each County shall furnish the Engineer all equipment, materials, manpower and transportation necessary for the efficient performance of his official duties as the County Engineer. It is understood and agreed that good management and Engineering are the most important factors in the success of the Secondary Road Departments. It is further understood and agreed that the Engineer shall have full control of planning, Engineering, construction, and maintenance work of the Secondary Road Department in order to accomplish his official duties. This control includes, but is not limited to, the selection and utilization of consultant resources as the Engineer deems necessary.
- 6. The Engineer shall be paid actual and necessary expenses by the Wapello County Board while performing duties on behalf thereof, including mileage for the use of his personal vehicle or any Appanoose County vehicle, when the use thereof is deemed necessary by the Engineer for the transaction of official Wapello County business in accordance with Iowa Code Section 70A.9. Wapello County may also supply a vehicle to the Engineer for work-related purposes at the Engineer's discretion.
- 7. The Engineer or his designee shall be present or available for consultation with each County at all times while actual work is underway on any construction projects or when a contractor has been hired for maintenance work and the work is under way.
- 8. Appanoose County shall remain as the primary employer of the Engineer. The Appanoose County Engineer's contract and Appanoose County personnel policy shall apply to all terms and conditions of employment of the Engineer which are not otherwise addressed herein. The Engineer shall continue to receive benefits and pay pursuant to his contract with Appanoose County and per the schedule outlined in item 10. Wapello County shall recognize the benefits accrued by the Engineer as an employee of Appanoose County, including but not limited to paid vacation days, holidays, sick days, retirement, and insurance benefits as per Appanoose County Personnel Policy and the Engineer's Employment Contract, which is hereby referenced and incorporated as part of this agreement.
- 9. The Engineer and Appanoose County shall be indemnified and saved harmless by Wapello County for any and all actions taken against Wapello County, the Wapello Board and/or the Engineer, due to actions performed by the Engineer and the Secondary Road Department in the course of the Engineer's official duties for Wapello County. The Wapello Board shall acquire any necessary bonds and provide and continue to subscribe to both personal and professional liability insurance coverage to effectuate the purpose of this paragraph and to provide defense for any covered litigation and payment of any covered judgements.
- 10. It is agreed between the Appanoose Board and Wapello Board that the Engineer's base salary, as calculated in Item 10a below, will be shared by Appanoose County and Wapello County. This salary plus FICA, IPERS, and any other applicable taxes and benefits shall be paid by each County to the Engineer via Appanoose County payroll. Each County will provide workers' compensation insurance to the Engineer. Benefits and mutually beneficial expenses shall be split at the same rate as the Engineer's base salary between each County. Appanoose County shall be responsible for all payroll.

calculating the total benefits and expenses to be reimbursed by Wapello County on a monthly basis. These expenses may include, but are not limited to: health insurance, dental insurance, expenses for professional organization membership, meetings and travel when using his personal vehicle (including but not limited to the Iowa County Engineers' Association Annual conference), and communication devices. Vehicle mileage will be reimbursed at a rate of 48 cents per mile.

- a. For the duration of the Agreement, the Engineer will be compensated at 125% of his current annual salary rate in Appanoose County beginning July 1, 2024. Future adjustments to the base salary will be subject to the sharing rate as noted above. This rate and additional expenses noted above shall be paid equally (50/50) by Appanoose and Wapello Counties respectively.
- b. For the duration of the Agreement, Wapello County shall pay the Engineer through the Appanoose County payroll an additional \$500.00 per month, plus employer share of FICA, IPERS, and any other applicable taxes. This amount is to compensate the Engineer for the additional administrative duties he will perform for Wapello County.
- 11. Any party to the agreement may terminate the same in the proper manner prescribed as follows:
  - a. Either Board may terminate this contract at any time, without cause, by giving thirty (30) days' notice in writing to the Engineer and to the other county of such formal action taken on a majority vote of the Board. The Board terminating this agreement under this section shall pay the Engineer, at the time of termination, a severance allowance equal in amount to two (2) months salary owed to the Engineer by the terminating County as liquidated damages, plus one-half the accrued vacation time at the time of termination. If the remaining Board continues to desire the services of the Engineer, a separate and new agreement shall be drafted and executed within thirty (30) days of potion of the termination.
  - notice of the termination.
  - b. Any party may terminate this Contract for cause. In such case, the terminating party shall set forth in written notice the specific facts upon which the cause for termination is based, together with the date of termination. No severance pay shall be paid hereunder for justified cause. The Engineer shall be paid for all accrued vacation earned at the time of termination. If the remaining Board continues to desire the services of the Engineer, a separate and new agreement shall be drafted and executed within thirty (30) days of the notice of the termination.
  - c. The Engineer may terminate this contract arrangement at any time, without cause, by giving thirty (30) days' notice in writing to both Boards. In such event, the Engineer shall continue to render his services and shall be paid regular compensation. At the end of the thirty (30) day period, the Engineer shall be paid for all accrued vacation earned at the time of termination, and salary shall revert to the compensation as described in the current "County Engineer Employment Contract & Agreement" with Appanoose County. No severance pay shall be paid hereunder.

- d. In the event that the Engineer no longer serves as the Engineer to Appanoose County, it will be understood that this agreement will no longer be binding on Appanoose County to provide an Engineer for Wapello County.
- 12. This agreement may be amended, revised, renewed, or extended at any time only by written approval of the Appanoose Board, the Wapello Board, and the Engineer.
- 13. This Agreement shall become effective upon the date in which the executed 28E Agreement document is filed with the Secretary of State.

Dated:	Dated
Appanoose County Board of Supervisors	Wapello County Board of Supervisors
Linda Demry, Chair	Brian Morgan, Chair
Kelly Howard, Auditor	Kelly Spurgeon, Auditor
Bradley J Skinner, PE & PLS	s,≝Engineer
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