

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 15, 2024

The Appanoose County Board of Supervisors will meet Monday, July 15, 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 July 1 & 8, 2024 meetings
4. Approve reports (7/5 payroll, Auditor, Recorder, Sheriff and VA Quarterly Reports, and Taylor Township Financials)
5. Approve bills
6. Approve Liquor License: Papo's Pumpkin Patch
7. Carol Ross: Road to White Cemetery (Pleasant Township)
8. Jack Maletta, General Relief
9. Discuss County Attorney Appointment/Acting County Attorney pay
10. Approve Resolution #2024-29: City of Centerville Annexation
11. Approve Homestead & Military Applications
12. Approve hiring Jesse Six as Jailer
13. Approve Split of Mineral Rights: parcel 290251006590000
14. County Engineer report
 - a. Discuss and approve of Appanoose-Wapello County Engineer Agreement
 - b. Discuss and approve Application for Traffic Control Devise TSIP Funds
15. Public Comments
16. Adjourn

Posted 7/11/24

July 1, 2024

Appanoose County Board of Supervisors met in regular session July 1, 2024 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Linda Demry, Chairperson, Mark McGill, and Jeff Kulmatycki Boardmembers. Absent: none.

The meeting started with the pledge.

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

McGill motioned to approve the minutes from the June 17, 2024 meeting. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve 6/21 payroll. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve the bills. McGill questioned the Douds Stone rock bill. County Engineer, Brad Skinner, stated they had problems with dirty rock from Cantera and Douds Stone was cheaper than other quarries. Seconded by McGill. All voted aye.

Access Sys	Construction & Maint.	127.53
Alliant	Electric Light & Power	742.78
Amazon	Food Preparation Service	627.33
Bailey Off	Off. Supplies & Forms	150.00
Barco	Engineering Services	425.46
Bratz Oil	Engineering Services	152.15
Brown's Shoe	Engineering Services	130.05
C-D Supply	Custodial Supplies	879.06
Cantera Aggregates	Engineering Services	29028.25
Capital One	Food Preparation Service	323.97
Central IA Det	Juvenile Detention & Shel	7478.02
Cville Wtrwks	Water & Sewer	7441.50
City of Plano	Maintenance Contract	251.51
City of Unionville	Maintenance Contract	186.11
Clark's Auto Rpr	Engineering Services	1413.70
Davison Fuels & Oil	Fuels	51.86
Douds Stone	Engineering Services	17302.17
Eastern IA Tire	Engineering Services	2191.08
Erman Corp	Bridge & Culvert Maint.	21925.00
Fogle TV	Air Cond. Systems	1546.67
Forbes Office Solns	Off. Supplies & Forms	56.69
GeoComm	E911 Mapping Expense	6975.00
Griffing & George	Legal & Ct-Related Serv.	420.00
Housby Mack	Engineering Services	56.41
K Howington	Mileage & Transp. Expense	250.45
IACP	Dues & Memberships	275.00
IMWCA	Workmens' Comp. Ins.	29797.00
IA Co Atty Case Mgmt	Books & Periodicals	8280.00
IA Media Network	Typing-Print.-Bind.Serv.	99.94
IPAC	Voter Registration Serv.	3849.32
ISAC	Educational & Train.Serv.	7300.00
Johnson Co Medical Examiner	Medical & Health Services	4511.79
Kimball	Engineering Services	1172.78
R Lamb	Mileage & Transp. Expense	310.80
Mainstay Systems	Construction & Maint.	2580.00
M Messamaker	Educational & Train.Serv.	257.40
Phelps Uniform	Engineering Services	167.28
Pictometry	E911 Other Capital Expens	17342.00
Prof Computer	Off. Equip Repair & Maint	47.95
Quick Shop	Transportation	315.00

Quill	Off. Supplies & Forms	53.90
Rangemasters Uniforms	Uniforms	377.36
RASWC	Garbage Serv	20.00
YMCA	Contrib. & Purchase Serv	7500.00
RRWA	Engineering Services	28.50
G Roefer	Medical & Health Services	200.00
Schneider Geospatial	Computer & Microfilm Supp	4250.00
Seymour Tire	Engineering Services	79.00
M Sias	Salary-Regular Employees	1129.17
B Skinner	Educational & Train.Serv.	22.21
Snap-On Tools	Engineering Services	180.00
Solutions	Computer & Microfilm Supp	70326.78
E Spring	Law Enf. Equip & Weapons	954.97
Stateline Refrigeration	Off. Equip Repair & Maint	470.50
Tharp Funeral Home	Mileage & Transp. Expense	750.00
US Bank	Educational & Train.Serv.	16897.52
US Cellular	Telephone & Telegr.Serv.	437.79
Verizon	Contrib. & Purchase Serv	200.04
Wapello Co Aud	Legal & Ct-Related Serv.	791.52
Washington Twp Clerk	Care of Soldiers Graves	440.00
Windstream	Telephone & Telegr.Serv.	1225.97
Xerox	Off. Supplies & Forms	292.61
Yutzy Repair	Engineering Services	77.70
Grand Total		283144.55

McGill motioned to approve the liquor license for Papo's Pumpkin Patch. Seconded by Kulmatycki. All voted aye.

Bradley Gardner from NRCS presented a quote from Rex Davis for spillway repair to Moulton Watershed B8 structure in the amount of \$1,280 and tree clearing for \$600. He stated the trees do not affect the spillway. McGill motioned to approve the spillway quote from Rex Davis for \$1,280. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the data grant agreement with Wayne Claassen Engineering and Surveying, Inc. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the EMS ballot language and place it on the general election ballot. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve the Fleet Safety Policy. Seconded by McGill. All voted aye.

McGill motioned to approve the Memorandum of Understanding from the Mental Health Agency of Southeast Iowa. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the FY25 Salary Certifications. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve selling the 2002 Trail King Trailer VIN ending 19701 on Purple Wave. Seconded by McGill. All voted aye.

The FY25 Appanoose-Wapello County Engineer Agreement was tabled until an updated agreement is presented.

Skinner, provided an update to the board. No activity on the 110th and 150th Street bridges. The contract states they have until September to finish. The second installment of dust control will go down in August. Dust control was applied by Norris Asphalt to the Clarkdale Quarry road. The FM rock haul passed inspection and will start soon. Patching will be done before the sealcoat project expected to start in August or September. Crews are working on ditch cleaning, pipe replacement and hauling rock.

McGill motioned to open the public hearing for the Final Plat of Lago Vista at 9:10 A.M. Seconded by Kulmatycki. All voted aye. No public comments. McGill motioned to close the public

hearing at 9:10 A.M. Seconded by Kulmatycki. All voted aye. McGill motioned to approve Resolution 2024-28. Seconded by Kulmatycki. All voted aye.

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 ("Owner");

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 1st day of July, 2024.

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

ATTEST: /s/ Kelly Howard, County Auditor

Skinner continued his report. He requested clarification on the permit fees for the fiber projects. Kulmatycki motioned waive the permit fee for major projects laying a main line, not individuals. Seconded by McGill. All voted aye. Kulmatycki asked how it's determined who gets ditch cleaning done. Skinner stated it's based on drainage issues and some small projects near those drainage issues. A resident complained about the ditch on 220th by Forbush.

Public Comments: Tammy Wheeler from Farmer's Mutual stated she sent a letter requesting the 3rd installment late last week to the auditor. They're 90% complete with their ARPA fiber project.

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

The Board adjourned to meet the call of the Auditor at 9:21 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

July 8, 2024

Appanoose County Board of Supervisors met in special session July 8, 2024 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Linda Demry, Mark McGill, and Jeff Kulmatycki. Absent: none.

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

Kulmatycki motioned to go into closed session pursuant to IAC 21.5(1)(i) To evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered which necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session at 9:00 A.M. Seconded by McGill. All voted aye. McGill motioned to come out of closed session at 10:09 A.M. Seconded by Kulmatycki. All voted aye. McGill motioned to recess until Assistant County Attorney Alan Wilson could be contacted. Seconded by Kulmatycki. All voted aye. McGill motioned to re-convene at 10:20 A.M. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to offer Ty Stewart \$95,000 to be appointed Appanoose County Attorney. Seconded by McGill. All voted aye. McGill motioned to re-advertise if he declines the offer. Seconded by Kulmatycki. All voted aye.

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

The Board adjourned to meet at the call of the Auditor at 10:24 A.M.

Appanoose County Board of Supervisors

Attest:

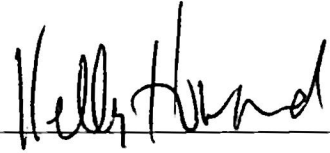
Kelly Howard, Appanoose County Auditor

STATE OF IOWA, APPANOOSE COUNTY
TO THE BOARD OF SUPERVISORS OF APPANOOSE COUNTY, IOWA

I, Kelly Howard, Auditor of the above-named County and State do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the quarter ended June 28th, 2024, and the same has been paid to the proper authorities as per duplicate voucher as attached:

Plat Books	\$10.00
Copy Work	\$0.00
Misc.	<u>\$0.00</u>
Total	<u><u>\$10.00</u></u>

RESPECTFULLY SUBMITTED, _____

A handwritten signature in black ink, appearing to read "Kelly Howard", written over a horizontal line.

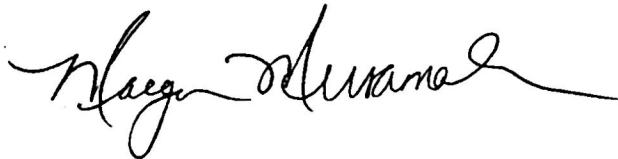
County Auditor

County Recorder's Report of Fees Collected

I Maegan Messamaker, Recorder of the County of Appanoose State of Iowa, do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the quarter ending, June 30, 2024 and the same has been paid to the County Treasurer, as per duplicate vouchers which are provided upon request.

Recording Deeds	\$3,345.00
Real Estate Mortgages	\$7,140.00
Releases & Assignments	\$545.00
Hunting & Fishing Licenses	\$62.50
Copies	\$665.10
Boat Registration Writing Fees	\$310.00
Miscellaneous	\$3,337.00
Snow & ATV Writing Fees	\$354.00
R.E. Transfer Tax - 17.24%	\$7,433.51
Vital Records - 40%	\$1,012.00
County Conservation	\$195.00
	\$24,399.11
Total	

All of which is respectfully submitted.



Maegan Messamaker
Appanoose County Recorder

APPANOOSE COUNTY SHERIFF

Treasurer Report

04/01/2024 thru 06/28/2024

NUN	Beginning Running Balance	23,290.08
	Credits (Deposits)	74,606.87
	Debits (Withdraws)	24,053.25
	Ending Running Balance	\$73,843.70

Receipt Details - Collected during date range

CANCEL FEE	50.00
CL-CINCINNATI	300.00
CL-MORAVIA	1,200.00
CL-MYSTIC	300.00
CL-NUMA	100.00
COPIES_CV	186.30
DL-COUNTY	2.00
DL-DOT	5.50
INMATEBOND	1,000.00
INTEREST	4.00
JAIL PHONES	2,343.28
MAIL	31.25
MILEAGE	1,498.22
MISC	70.00
PROCESS NOTICE	140.00
PUBLICATION	88.31
REIMB-GOV	39,431.75
SERVICE FEES	4,313.00
SEX OFFEND REG	100.00
TRUST FUND	21,668.26
WP-ACQUIRE	50.00
WP-COUNTY	1,380.00
WP-DPS	345.00

Receipts Posted by Date Paid: 74,606.87

Receipts with Date Paid Before Minimum Date, deposited this Date Range: 0.00

Advance Fees Deposited this Date Range: 0.00

(This should equal credits for the date range) Deposited Total: **74,606.87**

Payout Information:

Monthly Starting Balance: 23,290.08

Receipts deposited this date range: 74,606.87

Total to Account For: 97,896.95

Disbursements Made This Date Range: -24,053.25

Funds to be paid to County Treasurer: Should Match Checkbook

CANCEL FEE	50.00
CL-CINCINNATI	300.00
CL-MORAVIA	1,200.00
CL-MYSTIC	300.00
CL-NUMA	100.00
COPIES_CV	186.30
DL-COUNTY	2.00
INTEREST	5.18
JAIL PHONES	2,343.28
MAIL	31.25
MILEAGE	1,498.22
MISC	70.00
PROCESS NOTICE	140.00
REIMB-GOV	39,431.75
SERVICE FEES	4,313.00
SEX OFFEND REG	100.00
WP-ACQUIRE	50.00
WP-COUNTY	1,380.00

Total fees Due to County Treasurer:	51,500.98
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Other Funds in Checkbook:

DL-DOT	5.50
REFUND	0.00
TRUST FUND	22,232.22
WP-DPS	105.00

Total Other Funds in Checkbook:	22,342.72
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Zero Balance Check**0.00**

I, the Sheriff of APPANOOSE COUNTY SHERIFF do hereby certify that the report given above is a correct report of payments collected by me as said Sheriff during the month ending 6/28/2024

Sherry D. Anderson

Prepared by:

Report of Director of Veterans Affairs
April 1, 2024- June 30, 2024

[illegible]

Appanoose

COUNTY,

Taylor

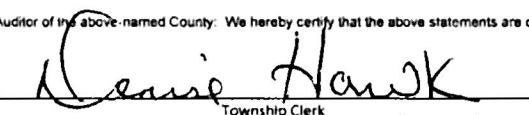
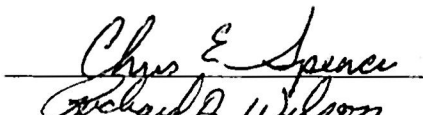
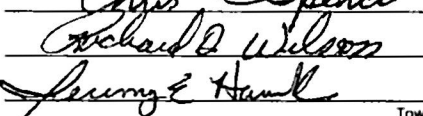
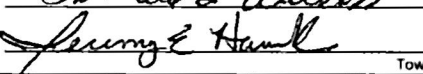
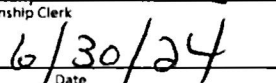
TOWNSHIP

SUMMARY STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2023 thru June 30, 2024

Code of Iowa 359.23 Receipts and Expenditures - Annual Statement Each township clerk shall prepare, on or before September 30 of each year, a statement in writing, showing all receipts of money and disbursements in the clerk's office for each separate tax levy authorized by law for the preceding fiscal year, showing the current public debt of the township, and showing the balance as of June 30 of all separate reserve accounts held by the township, which shall be certified as correct by the trustees of the township. The statement shall be in a form prescribed by the county finance committee in consultation with the department of management. Each township clerk shall send a copy of this written statement to the county auditor no later than seven days after the statement is certified by the trustees. The county auditor shall post the statement or a summary of the statement in a prominent place in the building where the auditor's office is located. The county treasurer shall withhold disbursement of township taxes until the statement is filed with the county auditor. The county auditor shall notify the county treasurer if taxes are to be withheld.

SUMMARY		TOWNSHIP FUNDS										TOTAL
		Cemetery and Parks	Fire and Emergency Services									
1												
2	BEGINNING FUND BALANCE JULY 1, 2023 add (+)	12,814.73	5,694.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,509.28
3	TOTAL REVENUE less (-)	14,445.99	14,426.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28,871.99
4	TOTAL DISBURSEMENTS equals (=)	9,610.48	14,360.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23,971.27
5	ENDING FUND BALANCE JUNE 30, 2024	17,650.24	5,759.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23,410.00
6	PUBLIC DEBT BALANCES AT YEAR END											0.00
7	RESERVE FUND BALANCES AT YEAR END											0.00

CERTIFICATION	
To the County Auditor of the above-named County: We hereby certify that the above statements are correct as appears in the records of the township clerk.	
 _____ Township Clerk	 _____ Township Trustees
 _____ Township Trustees	
 _____ Township Trustees	
 _____ Date	

REC'D APP CO AUDITOR
JUL 2 '24 PM 1:31

TOWNSHIP

CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS[illegible]

CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

STATEMENT OF DISBURSEMENTS			TOWNSHIP FUNDS										TOTAL
1	2	DATE	DISBURSEMENTS DURING FISCAL YEAR	Cemetery and Parks	Fire and Emergency Services								
3		7/5/2023	CK#481 HAYES TREE SERVICE INVOICE# 763423-10	450.00									450.00
4		7/6/2023	CK#482 CITY OF MORAVIA FIRE REC 7/1/23-12/30/23		5,694.55								5,694.55
5		7/6/2023	CK#483 SELIX LAWNCARE 3 JUNE MOWINGS@S375	1,125.00									1,125.00
6		8/4/2023	CK#484 SELIX LAWNCARE 5 JULY MOWINGS@S375	1,875.00									1,875.00
7		9/5/2023	CK#485 SELIX LAWNCARE 4 AUGUST MOWINGS @S375	1,500.00									1,500.00
8		10/2/2023	CK#486 SELIX LAWNCARE 3 SEPTEMBER MOWINGS @S375	1,125.00									1,125.00
9		11/13/2023	CK#487 SELIX LAWNCARE 2 OCTOBER &1 NOVEMBER@375	1,125.00									1,125.00
10													0.00
11		1/3/2024	CK#488 CITY OF MORAVIA FIRE REC 1/1/24-6/30/24		8,666.24								8,666.24
12		1/28/2024	CK#489 DENISE HAWK- MICROSOFT OFFICE FOR LAPTOP	106.99									106.99
13		3/10/2024	CK #490 VOID VOID VOID	0.00	0.00								0.00
14		3/10/2024	CK #491 DENISE HAWK- MCAFFEE ANTIVIRUS FOR LAPTOP	53.49									53.49
15		5/13/2024	CK# 492 SELIX LAWN & LANDSCAPE 3 APRIL MOW @S375	1,125.00									1,125.00
16		6/9/2024	CK# 493 SELIX LAWN & LANDSCAPE 3 MAY MOW @ S375	1,125.00									1,125.00
17													0.00
18													0.00
19													0.00
20													0.00
21													0.00
22													0.00
23													0.00
24													0.00
25													0.00
26													0.00
27													0.00
28													0.00
29													0.00
30													0.00
31													0.00
32	TOTAL DISBURSEMENTS FROM THIS PAGE			9,610.48	14,360.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23,971.27
33	TOTAL DISBURSEMENTS FROM ATTACHED PAGES			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
34	TOTAL DISBURSEMENTS FOR YEAR			9,610.48	14,360.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23,971.27
36	ENDING FUND BALANCE 06/30/____		Cash on Hand										0.00
37			Checking	17,650.24	5,759.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23,410.00
			Savings										0.00
38			Other										0.00
39			TOTAL	17,650.24	5,759.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23,410.00
TOTAL TO BE ACCOUNTED FOR													
40	Total Disbursements + Ending Balance (must = Page R1 Line 40)			27,260.72	20,120.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	47,381.27



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) 856-7653		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
22433 490th Street		Centerville	Appanoose	52544
MAILING ADDRESS	CITY	STATE	ZIP	
1126 240th	Melrose	Iowa	52569	

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
Sep 19, 2024	Sep 23, 2024	

SUB-PERMITS

Special Class C Retail Alcohol License



PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

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

Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

Sep 19, 2024

POLICY EXPIRATION DATE

Sep 24, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

**RESOLUTION REGARDING ANNEXATION
APPANOOSE COUNTY BOARD OF SUPERVISORS**

WHEREAS, on June 14, 2024, the applications for the annexation of the City of Centerville, Iowa, (the "City") of certain real estate, the legal descriptions and maps of which are attached hereto as Exhibit A and Exhibit B, (the "Annexation Applications") were filed with the City Clerk of the City;

WHEREAS, pursuant to Chapter 368.7(1)(b) of the *Iowa Code*, the City provided the Appanoose County Board of Supervisors (the "Board of Supervisors") and the Trustees of the Vermillion Township (the "Trustees") a notice of a consultation with the City regarding the Annexation Applications (the "Consultation");

WHEREAS, the Consultation, with representatives from the Board of Supervisors, the Trustees and the City present, was held on June 21, 2024; and

WHEREAS, pursuant to Chapter 368.7(1)(b) of the *Iowa Code*, the Board of Supervisors must, within 30 days of the date of the Consultation by resolution, state whether or not it supports the Annexation Applications or whether it takes no position in support of or against the Annexation Applications.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF APPANOOSE COUNTY, IOWA, the Board of Supervisors [does/does not] support the Annexation Applications, and the Chairman of the Appanoose County Board of Supervisors is hereby directed to certify this Resolution and immediately file a copy of this Resolution with the City.

RESOLVED this the _____ day of _____, 2024.

Linda Demry, Chairperson
Appanoose County Board of Supervisors

Attest:

Printed Name: _____

Exhibit A
All Play Property Legal Description and Map

The Southwest Quarter of the Southeast Quarter of Section 1, Township 68 North, Range 18 West of the 5th P.M., except commencing at the Northeast Corner of the Southwest Quarter of the Southeast Quarter of Section 1, Township 68 North, Range 18 West of the Fifth Principal Meridian, Appanoose County, Iowa, and proceeding thence West 33.00 feet along the North line of the Southwest Quarter of the Southeast Quarter of said Section 1 to the point of beginning, said point lying on the West right-of-way line of Appanoose County 217th Avenue; thence West 403.00 feet along the North line of the Southwest Quarter of the Southeast Quarter of said Section 1 to the West right-of-way line of South Main Street; thence South 80.00 feet; thence East 403.00 feet to the West right-of-way line of Appanoose County 217th Avenue, thence North 80.00 feet along the West right-of-way line of Appanoose County 217th Avenue, to the point of beginning, said parcel containing 0.555 acres, more or less, subject to easements of record.

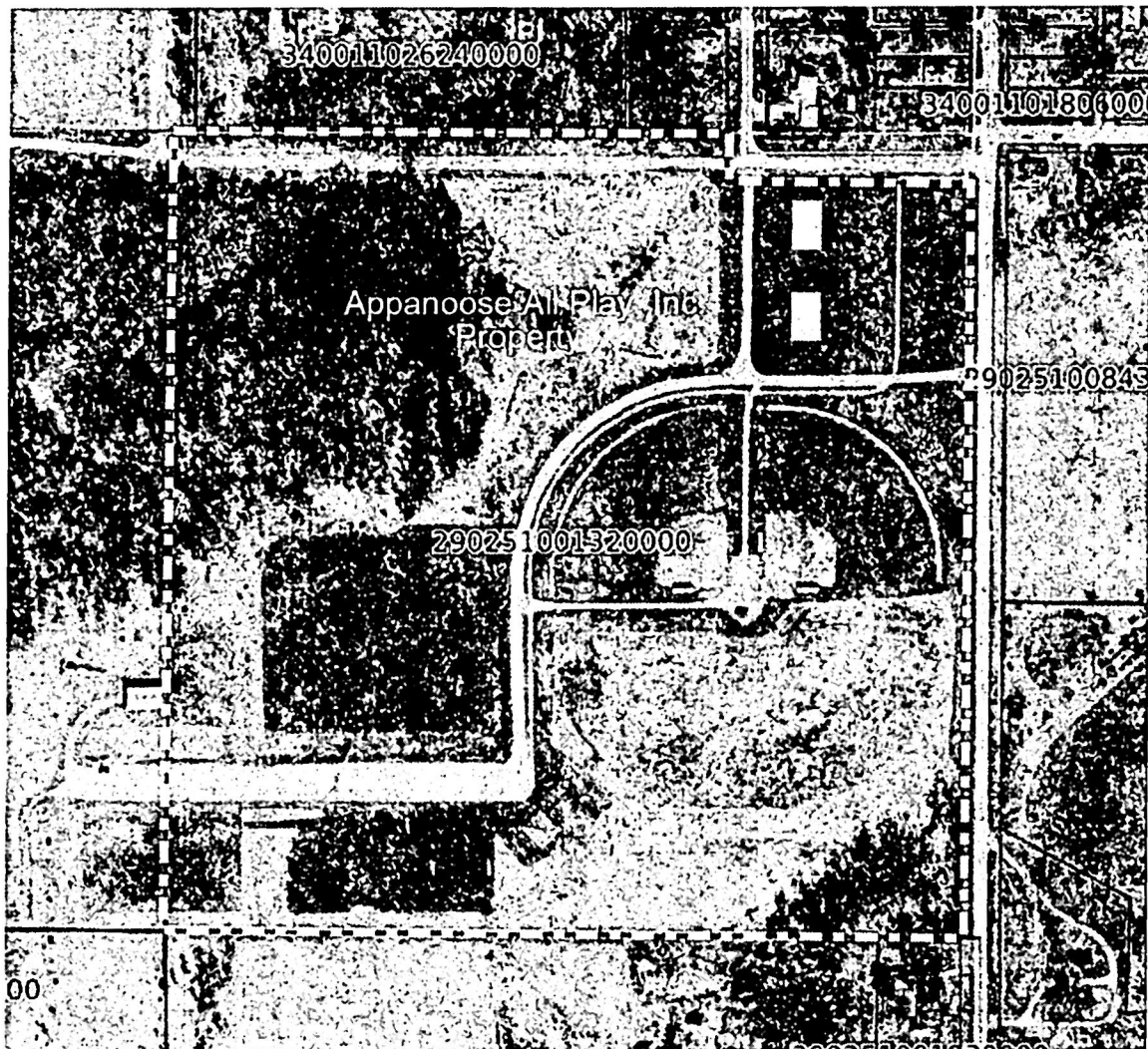


Exhibit B
City of Centerville Legal Description and Map

All that part of the Southeast Quarter of the Southwest Quarter of Section 1, Township 68 North, Range 18 West of the 5th P.M. in Appanoose County, Iowa, except that part lying West of the line described as follows:

Commencing at a point on the South line of the Southeast Quarter of the Southwest Quarter of said Section 1, 350 feet East of the Southwest Corner thereof; thence North 410 feet; thence North 69° West 200 feet; thence North 16° 45' East 266.5 feet; thence South 83° 15' East 560.5 feet; thence North 6° 45' East 250 feet; thence North 83° 15' West 425.5 feet; thence North 26° 25' West 384.5 feet; thence West 149 feet; thence North 596 feet; thence North 84° 45' East 505 feet; thence North 5° 10' East 144.5 feet; thence South 74° 40' 57" East 265.57 feet; thence South 75° 31' 41" East 484.25 feet to the East line of the Southwest Quarter of said Section 1;

and

Commencing at the North Quarter Corner of Section 12, Township 68 North, Range 18 West of the 5th Principal Meridian, Appanoose County, Iowa, and proceeding thence West 970 feet along the North line of said Section 12; thence South 150 feet; thence South 88° 22' 08" East 448.90 feet; thence South 02° 20' 52" West 84.61 feet; thence South 88° 22' 08" East 534.40 feet to the East line of the Northeast Quarter of the Northwest Quarter of said Section 12; thence North along the East line of the Northeast Quarter of the Northwest Quarter of said Section 12 to the point of beginning.





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



July 5, 2024

Appanoose County Board of Supervisors
Appanoose County Courthouse
Centerville, Iowa 52544

Dear Appanoose County Board of Supervisors;

I respectfully request the approval of Jesse Six being hired as a fulltime Jailer. Six's effective date of employment will be July 8, 2024.

Six will fill a current opening in the jail. Six will start at \$20.00 per hour; she will be on probation for one year, her hourly pay increases will be submitted to the Auditor until she reaches top Jailer pay.

Jesse has passed all the required testing and background checks. Jesse is also a U.S. Navy Veteran.

Sincerely;

/s/ Gary D. Anderson, Sheriff

Cc: Auditor's Office



Appanoose County Treasurers Office

Jennifer Salstrand, Treasurer

Courthouse

201 North 12th St

Centerville, IA 52544

Phone: 641-856-3097

Fax: 641-856-8104

Email: jsalstrand@appanoosecounty.net

July 2, 2024

To: Appanoose County Board of Supervisors

Linda Demry, Chair

Jeff Kulmatycki

Mark McGill

I am writing regarding a parcel of land Appanoose County is currently the owner of, which we wish to split. Parcel #290251006590000 is 70 acres of Mineral Rights. Currently there are four different owners of land above those Mineral Rights. One of those parcels #290251001121000 contains a manufactured home, which has been converted to Real Estate, and is in the process of being sold. The new buyers and their attorney is requesting these Mineral Rights, and would eventually like this combined. We are asking the Appanoose County Assessor to split the Mineral Rights parcel into two parcels so we can sell 10 AC More or Less that are under the manufactured home, through the county owned parcel bid process, which can be combined later.

If we can do this the new parcel and legal would be as follows: #290251006591000, Coal PT NE SE DESC AS: BEG AT THE NE COR OF SE QTR 11-68-18 TH RUNNING W 45 5/7THS RDS TH S 35 RDS TH 3 45 5/7THS RDS TH N 35 RDS TO THE PL OF BEG CONT 10AC M OR L EXC EASE.

If you have any questions please feel free to ask Mike Barth or myself.

Thank you,

Jennifer Salstrand

Appanoose County Treasurer

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 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. This agreement is intended to comply with Iowa Code Chapter 28E and all applicable provisions of Iowa Code Chapter 309 for the sharing of engineer services.

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:

1. The Engineer is currently employed by the Appanoose Board as a full-time "exempt" employee thereof and shall remain such during the period of this agreement.
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 Appanoose and 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 Appanoose County Board and the Wapello County Board while performing duties on behalf thereof of each County, including mileage for the use of his personal vehicle or either County's vehicle, when the use thereof is deemed necessary by the Engineer for the transaction of official Appanoose County or Wapello County business in accordance with Iowa Code Section 70A.9. Either or both Counties may also supply a vehicle to the Engineer for work-related purposes with either County's Board approval. Reimbursement for expenses shall be paid separately by each County in accordance with the County's reimbursement rates and policies.
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. Likewise, the Engineer and Wapello County shall be indemnified and saved harmless by Appanoose County for any and all actions taken against Appanoose County, the Appanoose 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 Appanoose County. The Appanoose Board shall acquire and maintain 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 including FICA and IPERS, will be shared by Appanoose County and Wapello County at the rate of 60% Wapello and 40% Appanoose. 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 calculating the total benefits and expenses to be reimbursed by Wapello County. 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. The Engineer shall submit vehicle mileage to each county separately and will be reimbursed pursuant to each county's policies.
 - a. Starting July 1, 2024, the Engineer will be compensated a salary of \$169,031.25 to be paid for at the rate of 40% by Appanoose County and 60% by Wapello County. Future adjustments to the base salary will be subject to the sharing rate as noted above.
 - b. For the duration of the Agreement, Wapello County shall separately pay the Engineer an additional \$500.00 per month, including the employer share of

FICA and IPERS. 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 agreement 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. 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 notice of the termination. No severance pay shall be paid under this termination provision.
- 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 just cause. 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 with either or both counties 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 or a separate and new agreement shall be drafted and executed within thirty (30) days with Wapello 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: _____

Appanoose County Board of Supervisors

Linda Demry, Chair

Kelly Howard, Auditor

Dated: _____

Wapello County Board of Supervisors

Brian Morgan, Chair

Kelly Spurgeon, Auditor

Bradley J Skinner, PE & PLS, Engineer

Traffic Safety Improvement Program
Grant Application for Speed Feedback Signs

APPANOOSE COUNTY RESOLUTION No. ____

WHEREAS: The Board of Supervisors is empowered under authority of Iowa Code Section 306.4 2021 Code of Iowa to operate and manage the Secondary Road System; and

WHEREAS: The State of Iowa has available Grant funds associated with the Traffic Safety Improvement Program up to a maximum of \$500,000 per location; and

WHEREAS: The County Engineer recommends application for funding of Speed Feedback Signs for County highways entering the City of Unionville.

NOW THEREFORE, BE IT RESOLVED: That we, the Board of Supervisors of Appanoose County do hereby declare support for and endorsement of the Grant Application for said signs, currently planned for installation in FY 2026. The Board further endorses the submittal of such application for grant funding and assures that the County will adequately maintain such improvements within the Appanoose County Secondary Roads system; and directs the County Engineer to pursue available funding for said project.

Passed and Adopted this 15th day of July 2024.

Chairman Board of Supervisors
Appanoose County, Iowa

ATTEST:

Kelly Howard
Appanoose County Auditor