

OFFICE OF THE

Appanoose County Auditor

KELLY HOWARD

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

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Meeting Agenda
September 16, 2024

The Appanoose County Board of Supervisors will meet Monday, September 16, 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 September 3, 2024 meeting
4. Approve reports (9/13 payroll, Caldwell & Walnut Township Financials)
5. Approve bills
6. Andy Meader, Liberty Communications: Project update
7. Tom Clancy, Renodry
8. Beth Burgin, set public hearing for campground approval (20847 Hwy J5T)
9. Hannah Wiltamuth & Austin Hoffman, Conservation Annual Report
10. Accept Preliminary Plat: Lakemont at Boyer Ridge Subdivision
11. Approve Forever Friends Contract
12. Approve Resolution 2024-31: Setting public hearing for Tax Sale #1771 (RR ROW in NW SE 15-68-19, parcel 190194004980000)
13. Approve Resolution 2024-32: Secondary Roads quarterly transfer \$239,295.50
14. Approve Silent Auction Listing/Set Auction Date
15. County Engineer report
 - a. Approve Project Agreement with Southern Iowa Development and Conservation Authority for \$40,000 grant on the 502nd St Stream Bank Armoring
 - b. Approve Right-of-Way Purchase Contracts for project BROS-C004(105)—5F-04 with J & J Family Farms, Troy Foster, and Todd and Jennifer Foster & Troy Foster
16. Public Comments
17. Adjourn

Posted 9/11/24

September 3, 2024

Appanoose County Board of Supervisors met in regular session September 3, 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 August 19, 2024 meeting. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve 8/30 payroll, and Johns & Udell Township Financials. Seconded by Kulmatycki. All voted aye.

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

Access Sys	Off. Equip Repair & Maint	1045.93
Alliant	Electric Light & Power	1026.65
Amazon	Food Preparation Service	28.05
Amer Home Fdg	Juvenile Detention & Shel	373.20
Appanoose Property Mgmt	Rent Payments	675.00
Bailey Off	Off. Supplies & Forms	27.00
Baker's	Building Repair & Maintce	61.98
D Barnthouse	Building Repair & Maintce	150.00
Bratz Oil	Mileage & Transp. Expense	286.89
C-D Supply	Custodial Supplies	492.46
Cantera Aggregates	Engineering Services	4107.38
Capital Sanitary Supply	Off. Supplies & Forms	370.09
V Caraccio	Rent Payments	650.00
Charm-Tex, Inc	Jail Equip. & Furniture	88.90
Cville Wtrwks	Water & Sewer	7044.57
City of Plano	Maintenance Contract	165.66
City of Unionville	Maintenance Contract	122.58
Cosby's	Law Enf. Equip & Weapons	24.99
Davison Fuels & Oil	Fuels	93.42
Eastern IA Tire	Engineering Services	959.00
Electronic Eng	Engineering Supplies	1550.00
EveryStep	Homemaker-Home Health Aid	1514.34
Fogle TV	Building Repair & Maintce	196.20
Rodney Gooden	Rent Payments	750.00
GreatAmerica	Off. Equip Repair & Maint	430.09
Griffing & George	Legal & Ct-Related Serv.	647.50
Hotsy Cleaning Systems	Building Repair & Maintce	1288.00
Hy-Vee	Medical & Health Services	40.45
IICA	Educational & Train.Serv.	680.00
IA Media Network	Typing-Print.-Bind.Serv.	315.53
IA Trust & Savings	Off. Supplies & Forms	30.00
ISAA	Educational & Train.Serv.	650.00
Kimball	Engineering Services	204.34
Kris Engineering	Engineering Services	1087.71
L&W Quarries	Engineering Services	203.91
K Laurson	Off. Equip Repair & Maint	18.65
Legends	Law Enf. Equip & Weapons	279.56
Gary Long	Engineering Services	579.92
B Matkovich	Rent Payments	1000.00
Metal Culverts	Bridge & Culvert Maint.	36210.30
MHC Kenworth	Engineering Services	35.50

Midwest Card & ID Solutions	Construction & Maint.	500.00
Midwest Wheel	Engineering Services	95.38
Wahltek	Radio and related equipme	4200.00
Neighbor Wholesale	Engineering Services	275.00
Owl Pharm	Prescriptions & Medicine	96.43
Petty C-Sheriff	Postage & Mailing	5.86
Phelps Uniform	Engineering Services	245.82
Prof Computer	Off. Equip Repair & Maint	47.95
Quick Shop	Transportation	110.00
Quill	Off. Supplies & Forms	535.12
Rainbo Oil	Engineering Services	1633.74
RRWA	Engineering Services	28.50
Secretary of State	Off. Supplies & Forms	30.00
M Sias	Salary-Regular Employees	1129.17
US Bank	Educational & Train.Serv.	505.70
US Cellular	Office Space	440.39
Verizon	Contrib. & Purchase Serv	220.04
J Willier	Legal & Ct-Related Serv.	210.00
Windstream	Telephone & Telegr.Serv.	970.51
Xerox	Off. Supplies & Forms	292.61
18-80 Club	Contrib. & Purchase Serv	1500.00
Grand Total		78577.97

Nichole Moore, Forever Friends, was not present. The board discussed deleting the following sections: Services b. Veterinarian Services, termination of agreement, Compensation for the Services a, c, d and e. Kulmatycki motioned make the changes and request an updated agreement. Seconded by McGill. All voted aye.

McGill motioned to approve the bronze level on the Accurate maintenance contract. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to accept the Sheriff's office resignation of Marilyn Wood effective September 7, 2024. Seconded by McGill. All voted aye.

McGill motioned to approve the tax abatement of Appanoose County parcels 061152002430000, 0611522002450000, and 240222005990000. Seconded by Kulmatycki. All voted aye.

County Engineer, Brad Skinner, provided an update to the board. The 150th bridge is close to completion; guardrail and seeding are next. The contractor will then move to the 110th bridge. Half of the right-of-way for the Clarkdale bridge replacement has been secured. Working on getting the other half today. The project is expected to let in November. Crews are working on ditching. Looking for alternatives for equipment replacement (tractor & brush arm) due to delay in delivery. Pipe liners will be used on T20 south of Cincinnati.

Public Comments: Carol Ross requested the road to White Cemetery (Pleasant Township) be fixed. Skinner will look into it.

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

The Board adjourned to meet the call of the Auditor at 9:15 A.M.

Appanoose County Board of Supervisors

Appanoose COUNTY, Caldwell 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	FIRE	Twp Repair				
1								
2	BEGINNING FUND BALANCE JULY 1, <u>2023</u>	27,794.14	3,694.92	6,288.93				37,777.99
	add (+)							
3	TOTAL REVENUE	11,666.11	9,955.88	2,212.91				23,834.90
	less (-)							
4	TOTAL DISBURSEMENTS	6,057.20	13,650.80	457.50				20,165.50
	equals (=)							
5	ENDING FUND BALANCE JUNE 30, <u>2024</u>	33,403.05	<i>e</i>	8,044.34				41,447.39
6	PUBLIC DEBT BALANCES AT YEAR END							
7	RESERVE FUND BALANCES AT YEAR END							

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.

Donnie R. Lott
Township Clerk
9-3-24
Date

Donald A. Edg
Jan Don
Janet
Township Trustees

Appanoose COUNTY,

Caldwell

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2023 thru June 30, 2024

1	STATEMENT OF RECEIPTS		TOWNSHIP FUNDS						TOTAL
2			CEMETERY	FIRE	Twp Repair				
3	BEGINNING FUND BALANCE 07/01/ 23	+ Cash on hand							
4		+ Checking	27,794.14	3,694.92	6,288.93				37,777.99
5		+ Savings							
6		+ Other							
7		= Total	27,794.14	3,694.92	6,288.93				37,777.99
8	DATE RECEIPTS DURING FISCAL YEAR								
9	7/15/2023	Appanoose Co Treasurer	91.75	79.63	17.70				189.08 ✓
10	9/15/2023	Appanoose Co Treasurer	2,157.36	1,840.86	409.19				4,407.41 ✓
11	10/13/2023	Appanoose Co Treasurer	4,085.30	3,485.84	774.79				8,345.93 ✓
12	11/15/2023	Appanoose Co Treasurer	822.95	702.21	156.09				1,681.25 ✓
13	12/15/2023	Appanoose Co Treasurer	276.38	235.83	52.40				564.61 ✓
14	1/15/2024	Appanoose Co Treasurer	171.03	145.94	32.45				349.42 ✓
15	2/15/2024	Appanoose Co Treasurer	198.29	169.22	37.61				405.12 ✓
16	3/15/2024	Appanoose Co Treasurer	360.81	307.90	68.43				737.14 ✓
17	4/15/2024	Appanoose Co Treasurer	2,233.60	1,905.93	423.66				4,563.19 ✓
18	5/15/2024	Appanoose Co Treasurer	1,097.79	936.72	208.20				2,242.71 ✓
19	6/14/2024	Appanoose Co Treasurer	170.85	145.80	32.39				349.04 ✓
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37	TOTAL REVENUE FROM THIS PAGE		11,666.11	9,955.88	2,212.91				23,834.90
38	TOTAL REVENUE FROM ATTACHED PAGES								
39	TOTAL REVENUE FOR YEAR		11,666.11	9,955.88	2,212.91				23,834.90
40	TOTAL TO BE ACCOUNTED FOR (Beginning Balance + Total Revenue)		39,460.25	13,650.80	8,501.84				61,612.89

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

	STATEMENT OF DISBURSEMENTS			TOWNSHIP FUNDS						
				CEMETERY	FIRE	Twp Repair				
2										TOTAL
3	DATE	DISBURSEMENTS DURING FISCAL YEAR								
4	7/24/2023	Travis Selix 520	920.00						920.00	
5	7/24/2023	Cinny Fire Department 522		2,793.36					2,793.36	
6	7/24/2023	Moulton Fire Department 523		901.56					901.56	
7	8/11/2023	Travis Selix 524	920.00						920.00	
8	9/11/2023	Travis Selix 525	920.00						920.00	
9	10/4/2023	Travis Selix 526	460.00						460.00	
#	15-Nov-23	Travis Selix 527	460.00						460.00	
#	2/9/2024	Cinny Fire Department 528		4,906.67	✓				4,906.67	
#	2/9/2024	Moulton Fire Department 529		1,583.64	✓				1,583.64	
#	3/5/2024	connie foster 530	77.20	✓					77.20	
#	5/20/2024	Travis Selix 531 April - May 3x	1,380.00	-					1,380.00	
#	5/20/2024	Roto Rooter cleanout lines 532				457.50	✓		457.50	
#	29-Jun	Travis Selix 533 june 2x	920.00	✓					920.00	
#	29-Jun	Cinny Fire Department 534		2,619.97	✓				2,619.97	
#	29-Jun	Moulton Fire Department 535		845.60	✓				845.60	
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#	TOTAL DISBURSEMENTS FROM THIS PAGE		6,057.20	13,650.80	457.50				20,165.50	
#	TOTAL DISBURSEMENTS FROM ATTACHED PAGES									
#	TOTAL DISBURSMENTS FOR YEAR		6,057.20	13,650.80	457.50				20,165.50	
#	ENDING FUND BALANCE 06/30/ 2024		+ Cash on hand							
#			+ Checking							
#			+ Savings							
#			+ Other							
#			= Total							
#	TOTAL TO BE ACCOUNTED FOR									
#	Total Disbursements+Ending Balance (must=Page R1 line 40)		6,057.20	13,650.80	457.50				20,165.50	

Appanoose COUNTY, Walnut TOWNSHIP
SUMMARY STATEMENT OF 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 the taxes are to be withheld.

1	SUMMARY	TOWNSHIP FUNDS						TOTAL
		<u>Mystic Fire</u>	<u>Centerville Fire</u>	<u>Cemetery</u>				
2	BEGINNING FUND BALANCE JULY 1, <u>2023</u>	<u>482.00</u>	<u>295.68</u>	<u>19,016.03</u>				<u>19,793.71</u>
3	add (+)							
3	TOTAL REVENUE	<u>10,200.78</u>	<u>3,393.80</u>	<u>10,116.57</u>				<u>23,711.15</u>
4	less (-)							
4	TOTAL DISBURSEMENTS	<u>10,200.78</u>	<u>3,393.80</u>	<u>24,547.15</u>				<u>38,141.73</u>
5	equals (=)							
5	ENDING FUND BALANCE JUNE 30, <u>2024</u>	<u>482.00</u>	<u>295.68</u>	<u>4,585.45</u>				<u>5,363.13</u>
6	PUBLIC DEBT BALANCES AT YEAR END	<u>0</u>	<u>0</u>	<u>0</u>				<u>0</u>
7	RESERVE FUND BALANCES AT YEAR END	<u>0</u>	<u>0</u>	<u>0</u>				<u>0</u>

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.

Sara Lait

Township Clerk

8-29-2024

Date

James Zepato

[Signature]

[Signature]

Township Trustees

REC'D APP CO AUDITOR
AUG 30 '24 AM 10:28

Appanoose COUNTY, Walnut

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2023 thru June 30, 2024

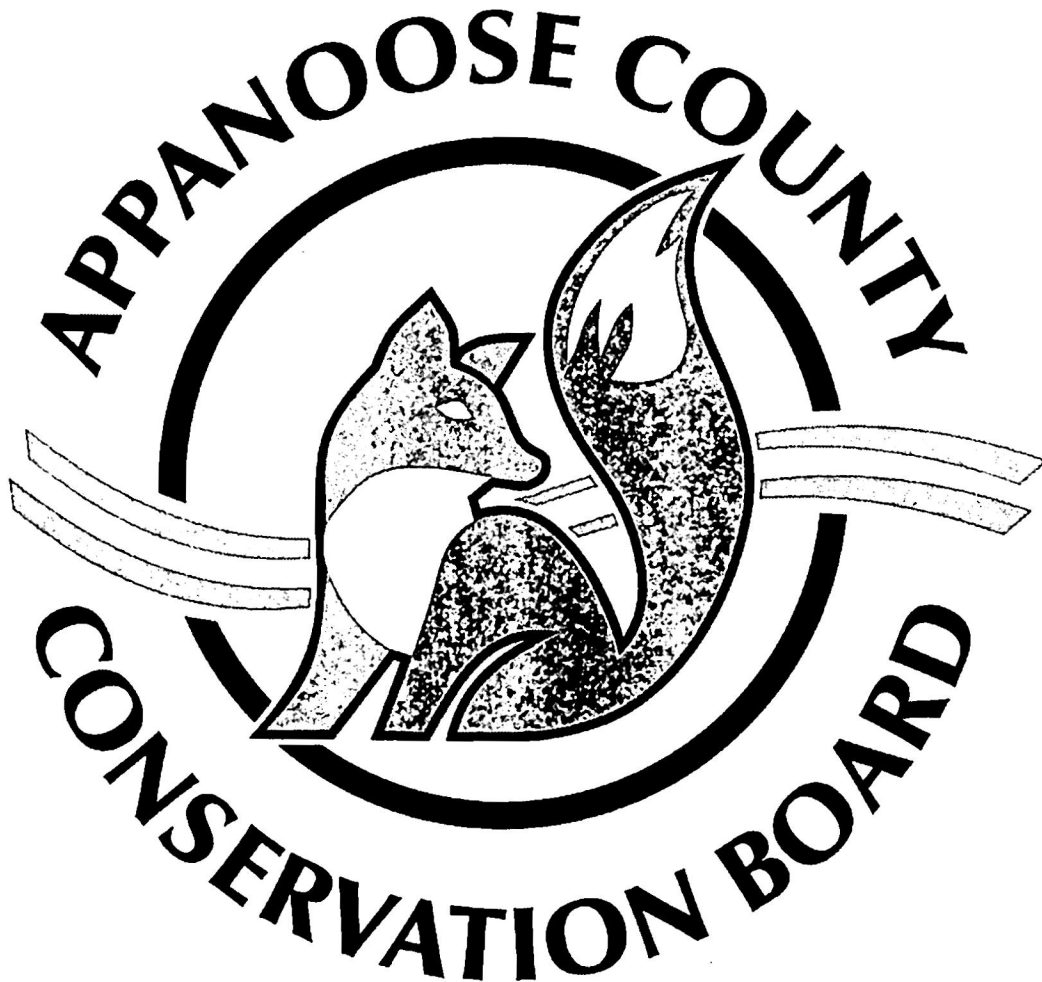
1	STATEMENT OF RECEIPTS		TOWNSHIP FUNDS					TOTAL
			Mystic Fire	Centerville Fire	Cemetery			
2								
3	BEGINNING FUND BALANCE 07/01/ 2023	+ Cash on hand	0	0	0			0
4		+ Checking	482.00	295.68	19,016.03			19,793.71
5		+ Savings	0	0	0			0
6		+ Other	0	0	0			0
7		= Total	482.00	295.68	19,016.03			19,793.71
8	DATE	RECEIPTS DURING FISCAL YEAR						
9	7-14-23	App Co. Treas	87.25	48.59	63.28			199.12
10	9-15-23	App Co. Treas	1,991.55	451.71	1,816.42			4,259.68
11	10-13-23	App Co. Treas	3,450.37	1,083.37	3,370.87			7,904.61
12	11-15-23	App Co. Treas	627.30	337.65	740.87			1,705.82
13	12-15-23	App Co. Treas	180.78	139.88	238.43			559.09
14	1-12-24	App Co. Treas	39.71	47.08	64.52			151.31
15	2-15-24	App Co. Treas	42.36	34.18	56.83			133.27
16	3-15-24	App Co. Treas	603.97	63.10	495.93			1,163.00
17	4-15-24	App Co. Treas	2,665.45	900.99	2,675.09			6,241.53
18	5-15-24	App Co. Treas	460.09	166.95	466.19			1,093.23
19	6-14-24	App Co. Treas	52.05	120.30	128.14			300.49
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38	TOTAL REVENUE FROM ATTACHED PAGES		0	0	0			0
39	TOTAL REVENUE FOR YEAR		10,206.78	3,393.80	10,116.57			23,717.15
40	TOTAL TO BE ACCOUNTED FOR (Beginning Balance + Total Revenue)		10,682.78	3,689.48	29,132.60			43,504.86

Appanoose COUNTY, Walnut TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

1	STATEMENT OF DISBURSEMENTS		TOWNSHIP FUNDS					TOTAL
			Mystic Fire	Centerville Fire	Cemetery			
2	DATE	DISBURSEMENTSS DURING FISCAL YEAR						
4	7-8-23	Travis Selix			1,100.00			1,100.00
5	7-22-23	Hayes Tree Service			5,600.00			5,600.00
6	7-29-23	Hayes Tree Service			5,290.00			5,290.00
7	8-3-23	Travis Selix			1,650.00			1,650.00
8	9-1-23	Travis Selix			1,100.00			1,100.00
9	9-1-23	Clarks Landscaping			4,757.15			4,757.15
10	10-1-23	Travis Selix			1,100.00			1,100.00
11	1-26-24	Young Salvage + Trucking			450.00			450.00
12	5-1-24	Travis Selix			1,650.00			1,650.00
13	6-17-24	Travis Selix			1,850.00			1,850.00
14	6-17-24	Mystic Fire Department	10,200.78					10,200.78
15	6-17-24	Centerville Fire Department		3,393.80				3,393.80
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31								
32								
33	TOTAL DISBURSEMENTS FROM ATTACHED PAGES		0	0	0			
34	TOTAL DISBURSEMENTS FOR YEAR		10,200.78	3,393.80	24,547.15			38,141.73
35	ENDING FUND BALANCE 06/30/2024	+ Cash on hand	0	0	0			0
36		+ Checking	482.00	295.68	4,585.45			5,363.13
37		+ Savings	0	0	0			0
38		+ Other	0	0	0			0
39		= Total	482.00	295.68	4,585.45			5,363.13
40	TOTAL TO BE ACCOUNTED FOR Total Disbursements + Ending Balance (must = Page R1 line 40)		10,682.78	3,689.48	29,132.60			43,504.86

Appanoose County Conservation Board Year-End Report

FY 23/24



Our Mission: "To create a balance between man and his environment by educating, providing and protecting the natural resources of Appanoose County"

ACCB Staff

- **Hannah Wiltamuth**, Interim Co-Director / Naturalist
- **Austin Hoffman**, Interim Co-Director / Conservation Technician
- **Loren Wakeman**, Seasonal
- **Brendan Wilson**, Seasonal
- **Don Stevens**, Seasonal

FY 23/24 Board Members

- **Bruce Ellison**, Chairman
- **Mark McGill**
- **Debbie Dell**
- **Pam Messersmith (resigned)**
- **Richard Brooke (resigned)**
- **Shannon Esser**
- **Marc Melhus**

The Appanoose County Conservation Board, in accordance with its bylaws, is to release a yearly summary of all its activities. Though this report may not include everything that has happened over the year, we wish to let the public know what activities and projects the ACCB has been working on, as well as give a report of how money was spent and revenues that were brought in.

The ACCB is responsible for three separate areas, Sharon Bluffs State Park, Ross Wildlife Area, and Lelah Bradley Park which includes Fenton Wildlife Area.

Austin Hoffman and Hannah Wiltamuth worked as Co-Directors as well as their positions of Technician and Naturalist, respectively. In addition to the Co-Directors, there have been 3 seasonal technicians. The Co-Directors are responsible for day-to-day operations, communicating with the Appanoose County Conservation Board and Board of Supervisors, planning and management of the annual budget, developing the strategic plan for all ACCB areas, applying for grants, and overseeing staff. The permanent and seasonal technicians are responsible for operations and maintenance of the department areas and facilities. This includes, but is not limited to, mowing, trimming, trash pick-up, facility maintenance, equipment maintenance, brush clearing, fence repair, planting of food plots and other forages, tree removal, snow removal, trail maintenance, checking in campers, and other needs as arise. They are also part of the planning, development, and implementation of projects. The naturalist is responsible for the education department of the ACCB. She provides educational programming to the public through summer camps, field trips, nature center tours, special events, other public programs, and the ACCB Facebook page. The naturalist also assists with maintenance duties as needed.

Sharon Bluffs State Park

Sharon Bluffs State Park a 140-acre area and is located east of Centerville on the Chariton River. The park includes a campground with six 30 amp electric sites, a shelter house, two pit restrooms, a shop/work area, wildlife exhibits and a nature center. It also includes about 3 miles of soft surface trails and a boat ramp access to the Chariton River. The Nature Center at Sharon Bluffs is located just inside the park boundary. It exhibits both live and taxidermy mounts of Iowa species.

Improvements at Sharon Bluffs State Park

- **Wildside Exhibit**

A new split rail fence was installed in front of the raptor exhibits to ensure guests keep a safe, respectful distance from the raptors.

An inspector with the USDA came to inspect the fence around the elk pen. ACCB passed the inspection. New guidelines place raptors under the rules of the USDA as well as the elk. A raptor enrichment plan has been created in accordance with their standards of care.

New automatic waterers were installed on the west half of the elk pen.

- **Nature Center Improvements**

In the summer of 2023, a large storm damaged the roof and gutters of the nature center. Insurance paid to repair the damaged areas.

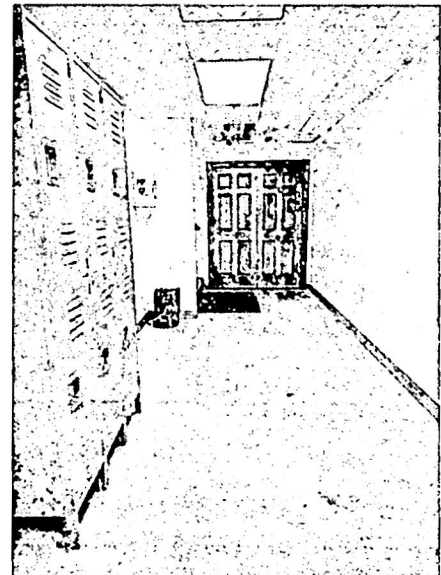
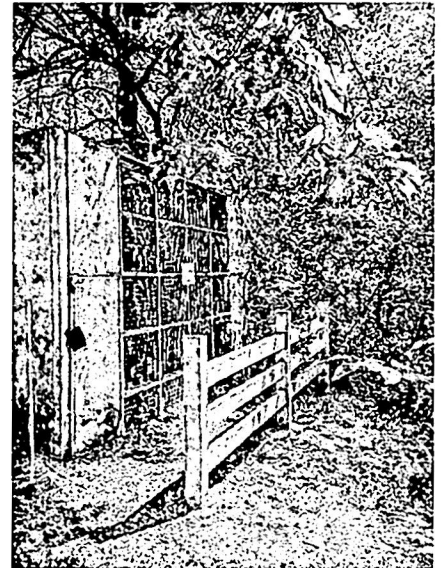
Examples of prairie plants were planted and labeled in the landscaping around the Nature Center. These plants included \$165 worth of plants from Blooming Prairie Nursery, which we earned with the native plant sale, and plants grown from seed.

The basement classroom received a major improvement. A wall and exit doors were installed at the base of the steps to block off the shop storage area from visitors. The walls of the classroom were repainted white, and trim boards were installed around the base of the classroom.

- **Sharon Bluffs Residence**

The storm in the summer of 2023 also damaged parts of the roof of the residence. Insurance paid to repair the damage.

In December of 2023, a resident moved into the house. Having a resident there will keep a presence in the park even when staff is not there, and keep eyes on the house to ensure there are no problems like flooding. The resident pays monthly rent to the ACCB and covers their own propane and electricity.



Ross Wildlife Area

The Ross Wildlife Area is 430 acres of public hunting and is located south of Cincinnati on the Iowa Missouri Line. The area includes wildlife habitat, parking areas, mowed walking trails, and two ponds stocked with fish. The entire area is open to public hunting, fishing, hiking, birdwatching and many other outdoor recreational activities.

Improvements at Ross Wildlife Area

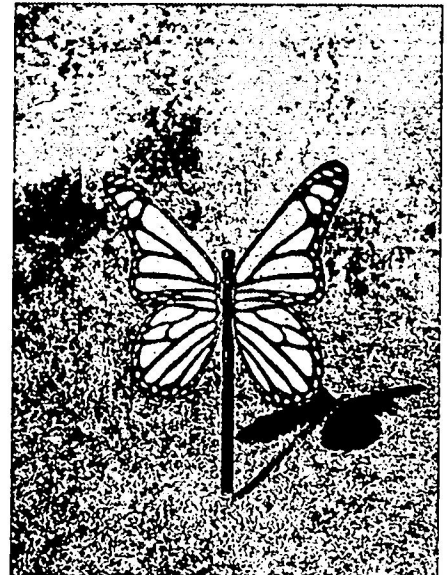
As time allows, staff have begun to remove brush from the fences along the south side of Ross Wildlife Area. Walking and maintenance paths have continued to be maintained.

Lelah Bradley Park and Fenton Wildlife Area

Lelah Bradley Park, frequently referred to as the "Centerville Reservoir," is a large park that spans from Elm Street in Centerville to Highway J 46. The park includes camping, cabins, trails, three shelter houses, two boat ramps, and a modern shower building. Recreational opportunities include, hunting, fishing, biking, hiking, camping, birdwatching, and more. Lelah Bradley has land that is owned by the City of Centerville, the City of Centerville Waterworks Department, Appanoose County, The Appanoose County Conservation Board, and the Appanoose Conservation Foundation.

South of Lelah Bradley's lower reservoir is Fenton Wildlife Area. This is an 80 acre public hunting area with food plots, wetland, walking trails, and native habitat.

Improvements at Lelah Bradley Park



- **Education Prairie Plot**

The education prairie plot is in its third year and looking great. A controlled burn over winter helped remove invasives and release native plants. Several features were added to improve the usability of the prairie and encourage people to spend some time enjoying the space. At the prairie entrance, a large sign about prairie plants was installed at the kiosk along with benches. The gazebo in the middle of the

plot received a new roof donated by Pershy Roofing. Board member Bruce Ellison created a monarch wing display for decoration and photo opportunities.

- **Shoreline Stabilization**

Bricks have been added along the north shoreline near the boat ramp of the lower reservoir. This will help stabilize the shoreline and decrease erosion.

- **PACT Trail Grant**

One of the hold-over projects from FY23 was the improvements to the trails at Lelah Bradley, funded by the PACT Trail Grant. Culverts were added along a low area in the trail to decrease flooding and improve usability of the trail even after rain. Benches have been installed at scenic locations throughout the trail to allow visitors a chance to relax and enjoy the views. Trail bollards were installed at each of the trail heads to ensure motorized vehicles are not driving along the trails with the walkers. Additional gravel for the trails has been purchased and is being placed as weather permits.



- **Campground**

A couple of small improvements at Lelah Bradley's campground have resulted in many happy campers! Billie Piatt started as campground host in July 2023 and is now in her second summer hosting. She does a great job keeping the shower house clean, ensuring shelters are ready when they have been rented, and answering questions for campers. Bags boards were also installed at the end of season last year. Campers enjoy the added activity and chance for socialization. More gravel has also been placed around the campground to further level the campsites and make up for settling of dirt from the hook-up installations last year. With the last bit of dirt work finished, we were able to remove the old firepits and install the new ones.

- **Shower Building**

Work on the floor of the shower building has been completed. It is now coated with a textured epoxy to make it safer for guests and give a cleaner appearance.

- **Disc Golf Course**

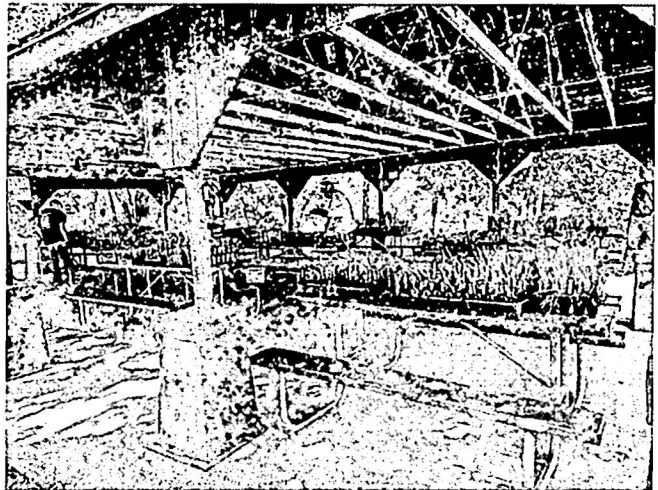
ACCB continues to work with Centerville Disc Golf (CDG) to create a wooded space for people to play disc golf. A new parking area with easier access was created near hole 1 of the course and just off Cottage. After a rough start to the course, CDG was able to finish installing all 18 holes at Lelah Bradley. They received a PACT Tourism Grant for the concrete pads. Austin Hoffman supervised and assisted with the installation of the concrete pads.

- **Fenton Wildlife Area**

Thistle and some teasel were growing in the prairie areas of Fenton Wetland. A combination of spot removal and mowing was used to control the spread of these controlled weeds.

Naturalist programs and communications

Naturalist programming was offered throughout FY24. Programs included public programs, special events, school outreaches, private programs, and summer camps. In total, 161 programs were offered with a total attendance of 3,885 people. The Nature Center at Sharon Bluffs had a total attendance of 352. Overall Naturalist program impact was 4,237 people.



For the second year we worked with Blooming Prairie Nursery out of Carlisle, Iowa to set up a native prairie plant sale. 10% of the sales from this event went back into providing native prairie plants for the landscaping around the nature center. In total, we raised \$145.50 worth of plants to beautify the center.

Programs are currently advertised on our Facebook page and local newspapers. Certain special events and camps have fliers put around town or handed out to students at school, and are discussed on GoPitch TV.

The ACCB Facebook page, created in 2016, continues to be updated regularly with programs and general information. Currently, the Facebook Page has 1,000 likes and 1,100 followers. The page also gives another avenue for the public to reach out, since they can send messages to the ACCB staff.

In addition to public programming, naturalist programs assisted with community science programs through monarch tagging, bird counts, and spring wildflower surveys.

Volunteer Projects

Volunteers have been a great resource to accomplish projects and assist with programs. Volunteer hours in FY24 consisted of 168 hours of community service, 60 hours of youth and 24 hours of adult volunteers for summer day camp, and 44 hours of DNR and conservation volunteers for a field trip. Outside of program help, volunteers helped with cleaning the nature center, weeding the flower beds at the nature center, brush removal, and storm pick-up.

Donations

Donations have also been an important resource for the department. Donations have been monetary, materials, and skilled service. Dewey McConville donated several sets of binoculars. The Lind Family donated the AGL Youth Hunt materials including targets, recurve bows with foam arrows and facemasks, sling shots, compound bows, and arrows. Jacob Ahee donated some aquariums and a terrarium for

animal displays. Pershy Roofing donated the materials and labor to re-shingle the gazebo roof at the education prairie plot at Lelah Bradley. Cargill donated 400 bushels of corn, and Centerville Produce continues to store the corn for us without charge.

Grants

This year we applied for grants from both the Appanoose County Community Fund, and the PACT Tourism grant. We were awarded \$10,000 from each grant, totaling \$20,000, to go towards steps and a bridge that will be installed at the disc golf course at Lelah Bradley.

Training Opportunities and Conferences

In March, ACCB hosted the quarterly district Iowa County Conservation Systems (ICCS) meeting. Twenty-five people attended from the southeast region of Iowa. Updates from each county were discussed, and Rose Danaher discussed ways the Iowa DNR can assist county conservation boards.

Austin Hoffman along with Nick Wendland of the Appanoose County Secondary roads attended one day of the annual Integrated Roadside Vegetation Management (IRVM) conference in Cedar Falls, to help aid our county in starting its own roadside program. Secondary Roads and the conservation department will work together as needed to carry out this program throughout the county.

Austin attended the 3-day 2023 Iowa Nature Conference that was held at Drake University. Topics ranged from importance of prairies and the IRVM programs, to the positive economic impacts of recreation/conservation areas throughout Iowa.

Hannah Wiltamuth attended the 3-day Iowa Association of Naturalist conference in Carroll, Iowa. A variety of sessions were presented with topics ranging from pollinators to wildlife licensing. She also participated in an Anti-racism cohort which involved several conservation organizations across the state. This was a great opportunity to network with other conservation groups including the Nature Conservancy and the Iowa Land Trust. Training focused on ways to be more inclusive in conservation, and how to create action plans.

Co-Directors and one seasonal technician attended Stop the Bleed training put on by Appanoose County Public Health. After the training, we received stop the bleed kits to keep in our work vehicles for emergencies.

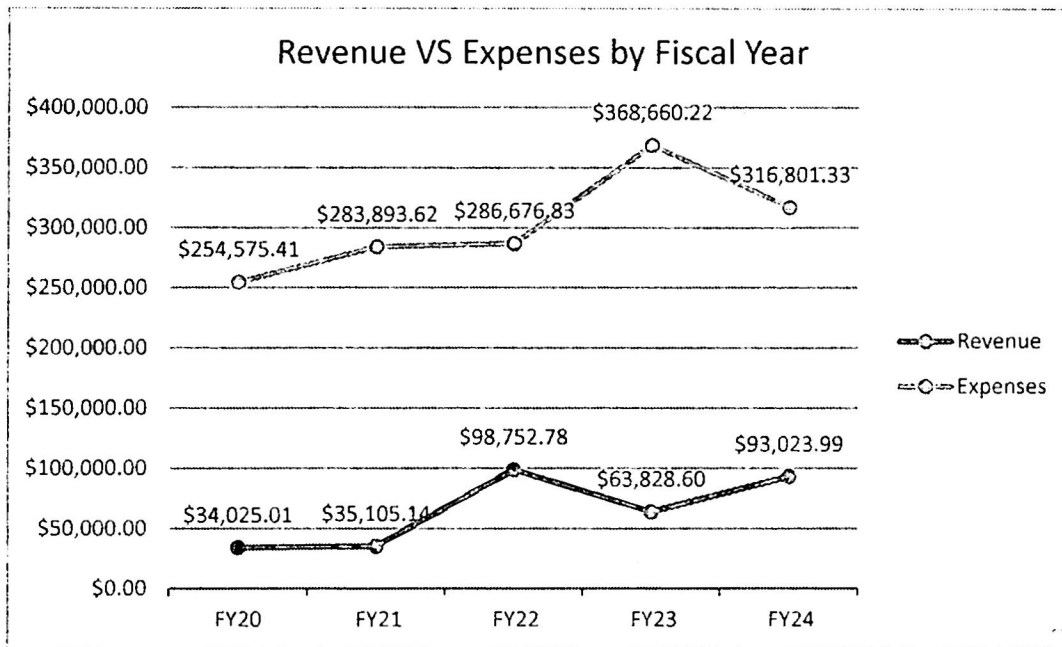
Upcoming Projects

- Install bridge and steps at the disc golf course at Lelah Bradley
- Repair and improvement of trails at Sharon Bluffs
- Start repairing and replacing steps on the Sharon Bluffs trails
- Apply for grants to replace bridges along park trails
- Continue to work on elk pen including replacing old fence posts, improve the interior fences, and fix the water line to the automatic waterer.

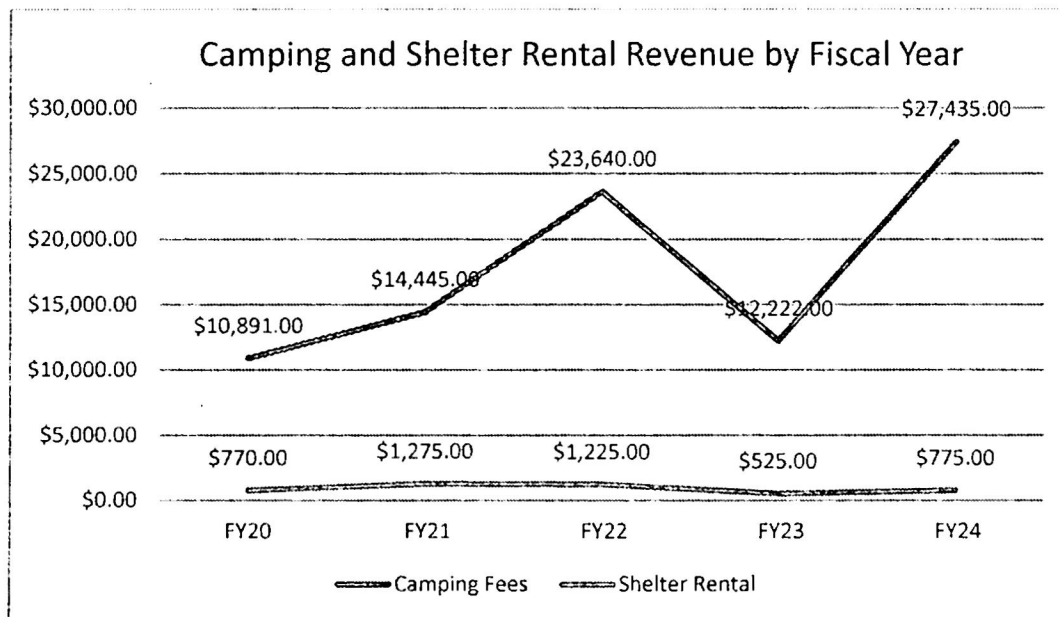
Major Equipment Purchases

Purchase	Vendor	Cost
Honda UTV	RJ Motorsports	\$29,185.65

References

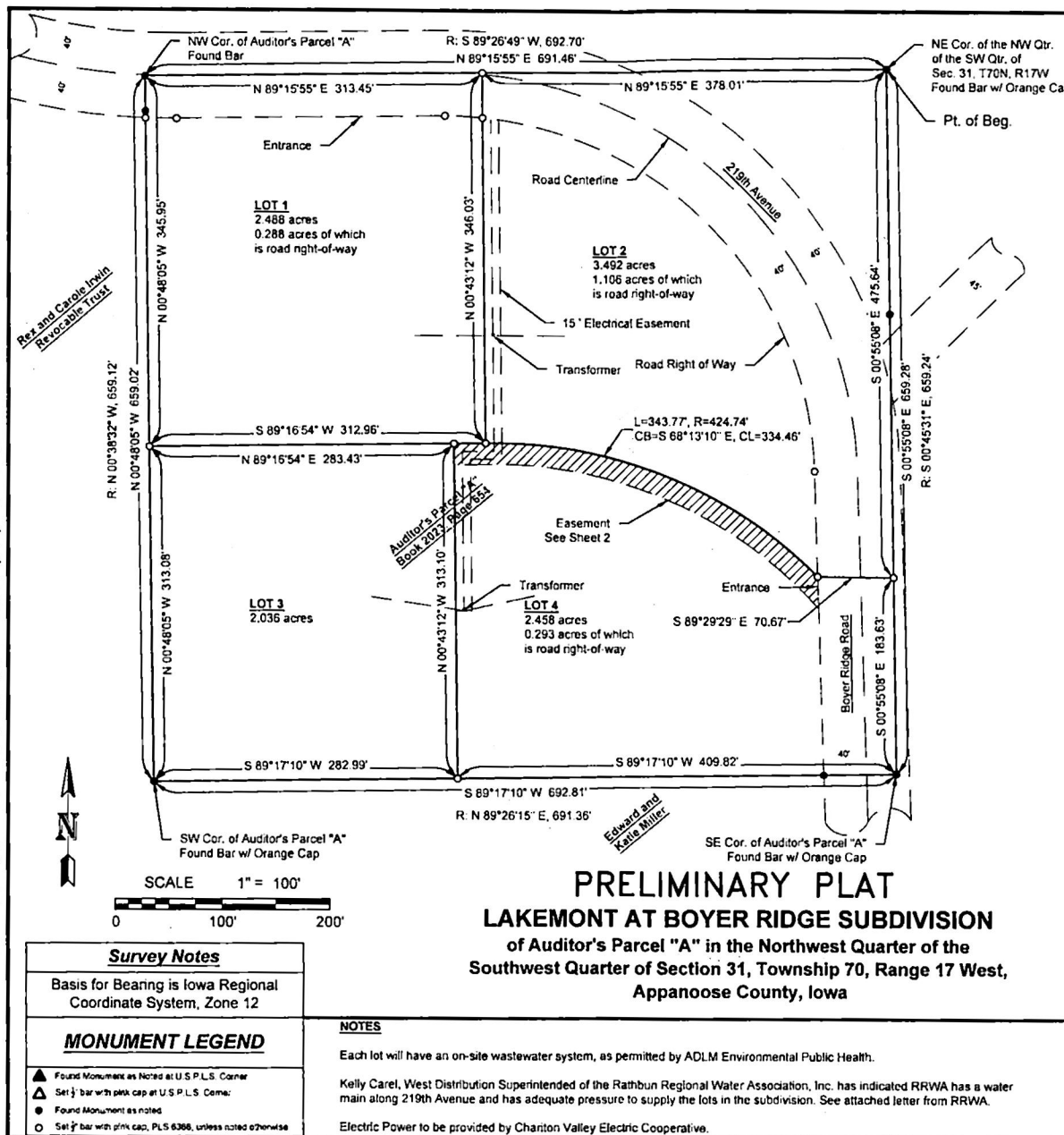


*FY revenue includes grants, the following FY expenses includes expenditure of grant money



INDEX LEGEND	
Property Location:	E One-half NW 1/4 of SW 1/4, Sec. 31, T70N, R17W, Appanoose County, Iowa
Surveyor:	Wendell Folkerts P.E. and P.L.S.
Return Document to:	B&T Engineering Services, P.O. Box 825, Centerville, IA 52544
Survey Requested by:	Timber and Tines, LLC
Prepared by:	Wendell Folkerts
Survey Date:	8/19/2024

B & T ENGINEERING SERVICES, INC., P.O. Box 825 Centerville, IA. 52544 (641) 437-4478



LEGAL DESCRIPTION

Auditor's Parcel "A" in part of the E1/2 of the NW1/4 of the SW1/4 of Section 31, Township 70 North, Range 17 West of the 5th P.M., Appanoose County, Iowa, described as follows:
Commencing at the NE Corner of the NW1/4 of the SW1/4 of Section 31, said point being also the POINT OF BEGINNING; thence South 00°45'31" East, 659.24 feet; thence South 89°26'49" West, 692.70 feet to a point on the West line of the E1/2 of the NW1/4 of the SW1/4 of Section 31; thence, along said line, North 00°38'32" West, 659.12 feet to the NW corner of the E1/2 of the NW1/4 of the SW1/4 of Section 31; thence, along the North line thereof, North 89°26'15" East, 691.36 feet to the POINT OF BEGINNING, containing 10.48 acres, of which, 2.05 acres are public road right-of-way.

The above bearings are based on Iowa State Plane South Coordinates and all distances are horizontal ground distances.

After survey more particularly described as:

Beginning at the NE Corner of the NW1/4 of the SW1/4 of Section 31, Township 70 North, Range 17 West of the 5th P.M., Appanoose County, Iowa; thence South 00°55'08" East, 659.28 feet; thence South 89°17'10" West, 692.81 feet to a point on the West line of the E1/2 of the NW1/4 of the SW1/4 of said Section 31; thence, along said line, North 00°48'05" West, 659.02 feet to the NW corner of the E1/2 of the NW1/4 of the SW1/4 of said Section 31; thence, along the North line thereof, North 89°15'55" East, 691.46 feet to the POINT OF BEGINNING, containing 10.474 acres, of which, 1.687 acres are public road right-of-way. The above bearings are based on Iowa Regional Coordinate System, Zone 12 Coordinates and all distances are horizontal ground distances.

REFERENCE SURVEYS

Plat of Survey prepared by Robert H. Lance, P.L.S.#21980 recorded in Book 2023, Page 654 in the Office of the Appanoose County Recorder.

Zoned: Residential
Proposed Land Use: Residential
Owner/Developer: Timber and Tines, LLC
14958 283rd Avenue
Moravia, IA
Engineer: H&T Engineering Company
P.O. Box 825
Centerville, IA
Land Surveyor: Wendell Folkerts
P.O. Box 825
Centerville, IA

Drawn By	D. Schofield
Project No.	LS-2431
Date	08/19/24
Page	1 of 2
Location	Appanoose County, IA
Scale	1" = 100'
B & T ENGINEERING SERVICES, INC.	

Property Location:	E One-half NW 1/4, SW 1/4, Sec 31, T10N, R17W Appanoose County, Iowa
Surveyor /	Wendell Edwards P.E. and P.L.S.
Return Document to	P.O. Engineering Services
Survey Requested by	P.O. Box 825, Centerdale, IA 52544
Propriator	Waste Planning
Survey Date	Timber and Trees, LLC 8/15/2024

LOT 2

S 89°16'54" W 29.52'

L=343.77', R=424.74'
CB=N 68°13'10" W, CL=334.46'

LOT 4

Attention at Boyer Ridge Subdivision

21st Avenue

Boyer Ridge Road

Pt. of Beg. NE Cor. Lot 4

S 00°55'08" E 659.28'

<u>Survey Notes</u>	
Basis for Bearing is Iowa Regional Coordinate System, Zone 12	
<u>MONUMENT LEGEND</u>	
▲	Found Monument as Noted at U.S.P.L.S. Corner
▲	Set 1" bar with pink cap at U.S.P.L.S. Corner
●	Found Monument as noted
○	Set 1" bar with pink cap, PLS 6366, unless noted otherwise

MONUMENT LEGEND

- ▲ Found Monument as Noted at U.S.P.L.S. Corner
- ▲ Set 1/2 bar with pink cap at U.S.P.L.S. Corner
- Found Monument as noted
- Set 1/2 bar with pink cap, PLS 6366, unless noted otherwise



An Easement for ingress and egress, and utilities, located in the East One-half of the Northwest Quarter of the Southwest Quarter of Section 31, Township 70 North, Range 17 West of the Fifth Principal Meridian, Appanoose County, Iowa being 20.00 feet in width, lying South of the following described line:

Beginning at the Northeast Corner of Lot 4 of Lakemont at Boyer Ridge Subdivision in the East One-half of the Northwest Quarter of the Southwest Quarter of Section 31, Township 70 North, Range 17 west of the Fifth Principal Meridian, Appanoose County, Iowa and proceeding Northwestwesterly 343.77 feet along a 424.74 foot radius curve, concave Southwestwesterly and having a chord bearing of North 68°13'10" West and chord length 334.46 feet;
thence South 89°15'54" West 29.52 feet.

The sidelines of said easement shall be prolonged and shortened so as to terminate at the East line of Lot 3 and the Westerly right-of-way line of Boyer Ridge Road.

B & T ENGINEERING SERVICES, INC.	Scale
---	-------

Location
Appanoose County, IA

Page
2 of 2

Date 08/19/24

Project No.
LS-2431

Drawn By
D. Schofield

AGREEMENT CONCERNING ANIMAL SERVICES - COUNTY

This AGREEMENT CONCERNING ANIMAL SERVICES (this "Agreement") is made and executed this ____ day of _____, 2024, (the "Effective Date") by and among FUREVER FRIENDS RESCUE OF APPANOOSE, INC. an Iowa non-profit corporation ("Provider") and APPANOOSE COUNTY, an Iowa municipal corporation, (the "County").

Services. Provider agrees to provide the following animal control and veterinarian services (together, referred to herein as the "Services") during the Term (defined below):

- a. Animal Control Services. (Together, Sections 1(a) (i-ii) listed immediately below referred to herein collectively as the "Animal Control Services").
 - i. To shelter, water, feed and otherwise care for the Impounded Animals in a safe, professional, and competent manner in accordance with the generally accepted standards of the Iowa Animal Industry Bureau (Chapter 162 of the Code of Iowa, Chapter 67 of the Iowa Administrative Code), effective at the time of performance.
 - ii. To keep at any one time no more than six Impounded Animals of less than 200 pounds each.

Term. The term of this Agreement shall commence on or before July 1, 2024, and continue until June 30, 2025.

Default, Remedies. In the event of a default by a party in the performance of their obligations under this Agreement, if the defaulting party has failed to cure the default within ten (10) days after receiving written notice thereof from the non-defaulting party, the non-defaulting party may exercise any remedies at law or in equity, including specific performance, injunctive relief, or termination of this Agreement for cause. Each party waives consequential, speculative, and punitive damages against the other party.

Compensation for the Services. The County agrees to pay to Provider the following at the address of Provider as set forth below the signature of such party, or at such other place as Provider may, from time to time, designate:

- a. The sum of a one-time annual amount of \$10,000, for the Animal Control Services (the "Animal Control Fee"). The first payment of the Animal Control Fee is due on the first day of the Term, and the remaining payments shall be due on the 1st day of each consecutive month until the end of the Term; this shall include up to no more than 25 dogs impounded over the month-long period and based on kennel availability.

Independent Contractor. The Provider is an independent contractor and not an employee or agent of the County. Accordingly, the Provider shall not hold itself out as, or claim to be acting in the capacity of, an employee, agent, partner, or joint ventures of the City.

Insurance. Throughout the Term, the Provider shall satisfy the insurance obligations as set forth on Exhibit A.

Compliance with Law. Provider, at its sole cost and expense, shall be responsible for and shall obtain, or cause to be obtained, all licenses, permits or other approvals from any and all governmental agencies, federal, state or local, in connection with the provision of the Services. Provider warrants for itself and its officers, directors, employees, agents, suppliers, and subcontractors, at any tier, and their respective agents and employees, compliance with all applicable Federal, State, and local laws and regulations.

Assignment. Provider shall not assign any of its rights, duties, or remedies under this Agreement without the prior written consent of the County.

Miscellaneous Provisions.

- a. Notices. Any and all notices or other communications or deliveries required or permitted to be given or made pursuant to any of the provisions of this Agreement (except any notice required by law) shall be void and of no effect unless given in accordance with the provisions of this Section. All notices (except as may otherwise be provided by law) must be in writing and delivered to the person to whom it is directed either (i) in person, (ii) by an overnight delivery service (such as FedEx or UPS), or (iii) by certified mail, return receipt requested. All notices so given shall be deemed delivered and received (i) if delivered in person, the date delivered, (ii) if sent via overnight delivery service, the next day after delivered to such overnight delivery service, and (iii) if sent via certified mail, three days after being deposited in the mail. All notices shall be given to the parties hereto at the addresses set forth below the signature of such party. Either party may change its address for notice from time to time by delivery of at least ten days prior notice of such change to the other party hereto in the manner prescribed herein.
- b. Waiver of Jury Trial. Consent to Jurisdiction. Both parties hereby waive, where permitted by law, trial by jury on any matter brought by either of them against the other arising out of or in any way connected with this Agreement and/or any claim for injury or damage arising hereunder. Exclusive venue for any and all legal actions regarding this Agreement shall be Appanoose County, Iowa. The parties hereby submit themselves to the jurisdiction of Iowa courts.

Rights Cumulative. The various rights, powers, options, elections and remedies of either party, provided in this Agreement, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

Provisions Binding. Each and every covenant and agreement herein contained shall extend to and be binding upon respective successors, heirs, administrators, executors and assigns of the parties hereto.

Construction. Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine, or neuter gender, according to the context. All exhibits referenced in this Agreement are attached hereto and incorporated herein by reference. The word

"including", or derivatives thereof shall be deemed to mean "including, but not limited thereto."

Entire Agreement. This writing, including any exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matters hereof; and no statement, representation or promise with reference of this Agreement, or the Premises, or any repairs, alterations or improvements, or any change in the terms of this Agreement, shall be binding upon either of the parties unless in writing and signed by both Provider and the County.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Signatures hereon that are transmitted by electronic means such as telecopy and e-mail shall be binding as if they were original and counterparts hereof with electronic signatures shall be deemed originals for all purposes.

EXECUTED by the undersigned be effective as of the Effective Date.

COUNTY:

APPANOOSE COUNTY,
an Iowa Municipal Corporation

By: _____
Linda Demry, Chairwoman

Phone: 641.856-5512
Address:
201 N. 12th Street
Centerville, IA 52544
e-mail: ldemry@appanoosecounty.net

PROVIDER:

**FUREVER FRIENDS RESCUE OF
APPANOOSE, INC.,**
an Iowa non-profit corporation

By: _____
Furever Friends Rescue of Appanoose, Inc.

Phone: 641.856.9455
Address:
19507 Highway 2
Centerville, IA 52544
e-mail: fureverfriends4pets@gmail.com

Exhibit A

Insurance Requirements

COVERAGE AND LIMITS

Provider at its expense, will purchase and maintain (with companies licensed to do business in the State of Iowa) insurance coverages and amounts as set forth below:

TYPE	AMOUNT	OTHER REQUIREMENTS
1. Workers' Compensation and Employer's Liability	Statutory Limits, if state has no statutory limits, then: \$500,000 each accident \$500,000 policy limit bodily injury by disease \$500,000 each employee, bodily injury by disease	1. Waiver of subrogation in favor of County Parties (hereafter defined). 2. No "alternative" forms of coverage will be permitted.
2. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence \$1,000,000 general aggregate \$1,000,000 product-completed operations aggregate limit. \$1,000,000 personal and advertising injury limit \$50,000 fire legal liability	1. Current edition of ISO form CG 00 01, or equivalent 2. County Parties will be named as "additional insureds" on current edition of ISO Form CG 20 26 07 04, or equivalent 3. Waiver of subrogation in favor of County Parties 4. Defense will be provided as an additional benefit and not included within the limit of liability 5. Non-waiver of governmental immunity endorsement
4. Professional Liability	\$500,000	

◆ OTHER REQUIREMENTS

Each insurance policy required to be obtained by the Provider shall be primary and non-contributory. Any aggregate limit that is reduced below 75% of the limit required by this Agreement because of losses incurred must be reinstated by Provider.

◆ EVIDENCE OF INSURANCE REQUIRED BEFORE SERVICES BEGIN

Evidence of insurance shall be delivered to the County prior to commencing operations at the site and at least five (5) days prior to the expiration of current policies. The "ACORD Form 25-S Certificates of Liability Insurance" is the required form in all cases where reference is made herein to a "Certificate of Insurance". The Certificate of Insurance must specify the additional insured status and waivers of subrogation, state the amounts of all deductibles and self-insured retentions, set forth notice requirements for cancellation, or non-renewal of insurance and be accompanied by copies of all required endorsements. If requested in writing by a party to this Agreement, the other party shall provide the requesting party a certified copy of the insurance policies or endorsements required under this Exhibit A.

◆ **INSURANCE REQUIRED FOR TERM**

All insurance required by Exhibit A shall be maintained during the entire Term, including any extensions thereto.

◆ **MANDATORY 30-DAY NOTICE OF CANCELLATION**

Each party shall, without exception, be given not less than 30 days' notice prior to cancellation for other than non-payment of premium. Non-payment of premium shall require ten days' notice of cancellation. Confirmation of this mandatory notice of cancellation shall appear on the Certificate of Insurance and on all insurance, policies required by this Exhibit A.

◆ **ADDITIONAL INSURED STATUS**

Each insurance policy described in this Exhibit A to be maintained by the Provider that requires an additional insured endorsement shall be endorsed, using an additional insured endorsement (as specified above), to name as additional insureds the County Parties.

◆ **MANDATORY 30-DAY NOTICE OF CANCELLATION**

Each party shall, without exception, be given not less than 30 days' notice prior to cancellation for other than non-payment of premium. Non-payment of premium shall require ten days' notice of cancellation. Confirmation of this mandatory notice of cancellation shall appear on the Certificate of Insurance and on all insurance, policies required by this Exhibit A.

◆ **ADDITIONAL INSURED STATUS**

Each insurance policy described in this Exhibit A to be maintained by the Provider that requires an additional insured endorsement shall be endorsed, using an additional insured endorsement (as specified above), to name as additional insureds the County Parties.

Resolution # 2024- 31

WHEREAS, it has been determined by the Board of Supervisors of Appanoose County, Iowa, that Tax Sale #1771: RR ROW located in PT NW SE Beg 280' N from SE Cor NW SE, W to W line NW SE, N 100.0', Ely to E line NW SE, S to p.o.b. 15-68-19, Appanoose County, Iowa is no longer needed for the purpose for which it was acquired by the County and it is in the best interest of the county that said property be sold:

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

1. That a public hearing be held _____, 2024 at _____ A.M. in the Appanoose County Courthouse to consider the sale of the above-described property upon motion by _____ and seconded by _____.
2. That following the public hearing an auction will be held in which the property will be sold to the highest bidder with the county reserving the right to accept or reject any or all bids; who will also pay the current year's taxes, the cost of publication of this notice and the cost of recording the deed.
3. That the Appanoose County Auditor is hereby authorized and directed to publish a notice of public hearing on said proposal to convey and sell property no less than four nor more than twenty days prior to that date of such hearing.
4. This resolution shall become effective upon its passage and publication.

Passed and adopted this 16th day of September, 2024.

APPANOOSE COUNTY BOARD OF SUPERVISORS

Ayes:

Nays:

ATTEST:

County Auditor

RESOLUTION FOR INTERFUND OPERATING TRANSFER 2024-32

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 \$ 239,295.50 is ordered to be transferred from the Rural Services Fund to the Secondary Road Fund, effective 09-16-2024.

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 09-16-2024 the vote being as follows:

Ayes: _____

Nayes: _____

Attest:

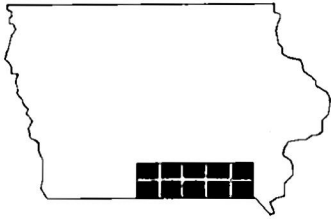
County Auditor

Appanoose County Silent Auction

10/7/2024 9 A.M. – Noon

1st Floor Appanoose County Courthouse

Auction items: 2000 Dodge Ram 1500, Filing cabinets, office/waiting chairs, desk, table & chair set, printer, fax machine, monitors, computers (hard drives removed), keyboards, PPE items (masks, face shields etc), misc office supplies.



Southern Iowa Development and Conservation Authority
304 South Maple – Suite 101
Fairfield, IA 52556

July 16, 2024

Brad Skinner
Appanoose County Engineer
1200 Hwy 2 W
Centerville, IA. 52544

Dear Mr. Skinner,

Congratulations, the Southern Iowa Development and Conservation Authority Board approved your request for funding for the **502nd St. Stream Bank Armoring**.

Enclosed you will find:

- **Project Agreement with attached approved application. (3 copies)**
We need board approval and signatures from the sponsor (s) and the county supervisors. *Once all three copies of the agreement have been signed, return one completed copy to SIDCA, c/o Pathfinders RC&D, 304 South Maple, Fairfield, IA 52556. Or scan and email blake@pthfindersrcd.org. You may keep the other two copies and give one to the County Supervisors.*
- **Copy of the Project Application**
- **Certification of Project Completion and Request for Reimbursement form**
Please note that copies of the project bills must be attached and submitted with this form, along with other funding amounts and the names of those who provided the funding.

If you have any questions, please contact Blake Lough at the Pathfinders RC&D office in Fairfield by calling (641) 472-6177 or email blake@pathfindersrcd.org.

Sincerely,

John Glenn
SIDCA President

MEMBER COUNTIES

Appanoose
Lucas

Clarke
Monroe

Davis
Van Buren

Decatur
Wapello

Jefferson
Wayne

**SOUTHERN IOWA DEVELOPMENT AND
CONSERVATION AUTHORITY**

PROJECT AGREEMENT
502nd St Bridge Stream Bank Armoring.
(Section 26, T-69N, R-17W)

RELATIVE TO: Southern Iowa Development and Conservation Authority projects located in the ten-county area of Appanoose, Clarke, Davis, Decatur, Jefferson, Lucas, Monroe, Van Buren, Wapello, and Wayne Counties in the State of Iowa.

AUTHORITY: Under the provision of Chapter 161D, Code of Iowa, the Southern Iowa Conservation and Development Authority is authorized to assist the Sponsor(s) in measures related to the unique natural resources, rural development, and infrastructure problems of counties in the most fragile areas of the southern Iowa drift plain.

THIS AGREEMENT was made on this 11th day of July 2024 by and between Appanoose County, called the Sponsor(s), and the Southern Iowa Development and Conservation Authority, hereafter known as SIDCA.

NOW THEREFORE, in consideration of the premises and of several promises to be faithfully performed by the parties hereto as set forth, the Sponsor(s) and SIDCA do hereby agree as follows:

- A.** It is agreed that the project will be completed as described in Attachment A, Approved Project Application, that by this reference is made part of this agreement.
- B. THE SPONSOR(S) WILL:**
1. Contract for and/or complete the project as described in Attachment A.
 2. Accept responsibility for land and water rights acquisition, survey, design, construction inspection, administration, and any other related project costs above that provided in Section C.1 to complete the project described in Attachment A.
 3. Accept all financial and other responsibility for excess costs resulting from their failure to obtain or their delay in obtaining adequate land and water rights, permits, and licenses needed for the project described in Attachment A.
 4. Accept responsibility for the operation, maintenance, and repairs of the project.

5. Accept responsibility for keeping records regarding the completion, operation, and maintenance of the project described in Attachment A, including, but not limited to, invoices for project-related expenses.
6. Comply with all applicable local, state, and federal ordinances, regulations, and laws.
7. Prepare a design, construction plans, and construction specifications in accordance with standard engineering principles, including appropriate erosion control measures completed through to seeding. The design, construction plans, and construction specifications shall be reviewed and approved by a professional engineer registered in the State of Iowa.
8. A professional engineer registered in the State of Iowa is required to certify that the project was installed according to the plans and specifications.
9. Assume all risks in connection with the performance of the activities undertaken through this agreement and be responsible for all claims, demands, actions, or causes of action of whatsoever nature or character arising out of or by reason of the execution or performance of the activities provided herein.
10. Follow appropriate bidding procedures as deemed necessary.

C. SIDCA WILL:

1. Provide a maximum of \$40,000.00 for completion of the project described in Attachment A.
2. Help provide or arrange for assistance with this project agreement at the request of the Sponsor(s).
3. Upon notification of project completion, promptly review the Sponsor(s) performance to determine if all requirements of this agreement have been met.
4. Pay the Sponsor(s) pursuant to this agreement with a request and copies of the project bills submitted on the Certification of Project Completion and Request for Reimbursement form.

D. IT IS MUTUALLY AGREED:

1. This agreement shall remain in effect until it is modified as per Section D.2, terminated as per Section D.3, or until it is modified or terminated by operation of law.
2. The terms and conditions of this agreement are subject to modification by amendment agreed to in writing by both SIDCA and the Sponsor(s).
3. SIDCA may terminate this agreement in whole or in part when it is determined by SIDCA that the Sponsor(s) has failed to comply with any of the conditions of this agreement. The SIDCA shall promptly notify the Sponsor(s) in writing of

the determination and reasons for the termination, together with the effective date. Payments or recoveries made by SIDCA under this termination shall be in accord with the legal rights and liabilities of SIDCA and the Sponsor(s).

4. This agreement may be temporarily suspended by SIDCA if it determines that corrective action by the Sponsor(s) is needed to meet the provisions of this agreement. Further, SIDCA may suspend this agreement when it is evident that termination is pending.
5. It is the intent of SIDCA to fulfill its obligation under this agreement. However, SIDCA shall not be obligated beyond the funds available.
6. If any part of this agreement is found to be void and unenforceable, then the remaining provisions of this agreement shall remain in effect.
7. This Project Agreement and all referenced attachments constitute the entire agreement between SIDCA and the Sponsor(s). No representations, promises, or warranties have been made by either party that are not fully expressed in this agreement.


APPROVED:

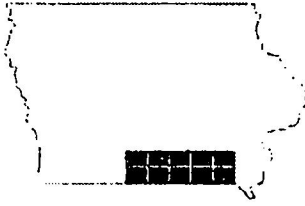
COUNTY BOARD OF SUPERVISORS AND APPLICATION SPONSOR(S)

By _____ Date: _____
Signature

By: _____ Date: _____
Signature

SOUTHERN IOWA DEVELOPMENT AND CONSERVATION AUTHORITY

By:  _____ Date: 7/11/2024
Signature



304 South Maple - Fairfield, Iowa 52556

Southern Iowa Development and Conservation Authority

Project Application for the Authority's State Cost share Funds

Member County Appanoose County Date 1-22-24

Address 1200 Hwy 2 W Centerville, IA 52544

Phone 641-856-6193 Fax 641-437-4665 Email mmilani@appanoosecounty.net

County's Authorized Representative Brad Skinner

I. Project Description

Project Name: 502nd St Bridge Replacement and Chariton River Tributary Bank Stabilization

A. Project Type

Please provide a brief description of the type of project being proposed:

Replace a deteriorating bridge with less restricting opening and stablize eroding bank

downstream of the bridge along County Road 235th Avenue.

B. Project Location

1. Please attach a County Highway and Transportation map and indicate the proposed project site.

2. Section, township, range T69N R17W S26

3. Project Name: 502nd St Bridge Replacement and Chariton River Tributary Bank Stabilization

9/17/21

I. **Project Description contd.**C. **Project Cost and Sources of Funds**

1. Please estimate the total project cost: \$ 270,000

2. Please indicate the sources of funds for the project:

a. Authority cost share funds requested \$ _____
(General Guideline of 50% of project cost share.
All projects will be considered on a case-by-case basis.)

b. Appanoose County - Bridge Cost \$ 90,000

c. SIDCA - Bridge Cost \$ 90,000

d. Appanoose County - Erosion \$ 50,000

e. SIDCA - Erosion \$ 40,000

f. _____ \$ _____

3. Please describe any additional contributions to the project by the County and other individuals, organizations, and agencies including an estimate of the number of hours and associated value of personnel time dedicated to the project as well as the amount and value of land associated with the project:

Appanoose County will provide the expertise and labor to construct the bridge replacement and

bank stabilization. The estimated total man-hours for both projects is 750 hours. The

estimated total equipment hours is 520 hours.

II. Project Benefits

- A. Please list and briefly describe the transportation infrastructure benefits that will result from the proposed project including, but not limited to: (1) potential cost savings relative to alternatives, (2) importance of the road such as accessibility issues and traffic volume, and (3) road system improvements such as safety and weight limit considerations.

This innovative bridge design costs approximately \$180,000. Whereas a comparable IDOT standard bridge would cost approximately \$500,000. Farming implements utilize this road, so bringing the bridge weight limits back to legal and standard bridge width is important to the community for both travel and safety.

- B. Please list and briefly describe the water resource benefits that will result from the proposed project including, but not limited to, project location within a DNR priority watershed, Section 319 and Watershed Protection projects, and above drinking water supplies or other water resources of local concern.

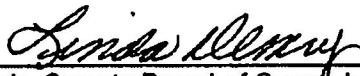
The project is located upstream of the Chariton River and around farm ground with erodible soil. Replacing the bridge with a wider opening and proected/armoured backslopes will reduce erosion around the bridge opening. Armoring the creek bank along the road near a 3:1 slope at the toe will prevent erosion traveling downstream and maintain a safe travel way.

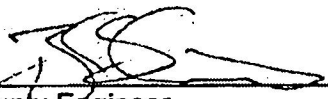
- C. Please describe any additional features of the proposed project that are considered unique, innovative, or cost effective including, but not limited to: (1) multiple uses such as dry hydrants, livestock watering, and wildlife benefits, (2) application of new techniques, and (3) educational activities, e.g., tours, signage.

Refurbishing railroad flatcars as bridge decks is a relatively new bridge design that has proven to support legal load weights and lessen the financial of replacing bridges on low volume roads. This site is a unique location where the water from this basin connects to the Chariton River in Sharon Bluff State Park, which is also a local paddling route.

Attach additional sheets to this application as necessary.

III. Signatures

A.  2/20/24
Chair, County Board of Supervisors Date

B.  2/22/24
County Engineer Date

C.  2/27/24
Chair, Soil and Water Conservation District Date

IV. Application Submittal

A. Project applications can be submitted at any time. Applications will be reviewed and approved on a continual basis.

B. Please submit the completed project application to the:

Southern Iowa Development and Conservation Authority
304 South Maple Street-Suite 101
Fairfield, Iowa 52556
Attention: Project Review Committee

V. Additional Information

A. Please contact the Pathfinders Resource Conservation and Development, Inc. office at 641-472-6177 or blake@pathfindersrcd.org for additional information.

1-22-24

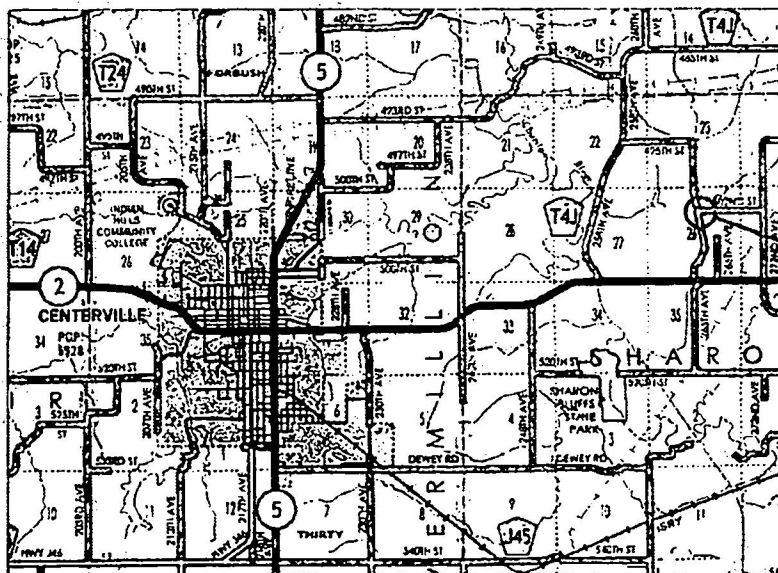
68' RAIL CAR BRIDGE

APPANOOSE COUNTY

PROJECT: Bridge 972662

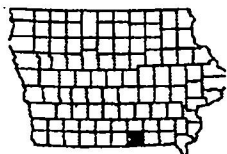
APPANOOSE COUNTY SECONDARY ROADS
PLANS OF PROPOSED IMPROVEMENTS ON THE
SECONDARY ROADS SYSTEM
APPANOOSE COUNTY

Bridge 972662 and Bank Stabilization
 ON 502ND ST, BETWEEN 265TH AVE AND 272ND AVE
 IN S26 T69 R17



Bridge - #972662

Existing Timber Pile / Wood Deck 30'x20'
 Proposed 68' Rail Car Bridge



Southern Iowa Development and Conservation Authority

304 South Maple
Fairfield, Iowa 52556

CERTIFICATION OF PROJECT COMPLETION
AND
REQUEST FOR REIMBURSEMENT

County: Appanoose County

Maximum 50% of cost share not to exceed \$40,000.00

Project Name: 502nd St Stream Bank Armoring.

An itemized list of project expenses to be reimbursed. (Please attach copies of project bills with this form)

ITEM	COST (\$)

Please use the back of this form if you need additional space.

Description and estimated dollar value of matching funds. (Please include an estimate of the number of hours and the associated value of personnel time dedicated to the project as well as the amount and value of land associated with the project, in-kind, labor, etc.)

DESCRIPTION	VALUE (\$)

Please use the back of this form if you need additional space.

Description of funds received other than those requested from SIDCA.

DESCRIPTION	VALUE (\$)

Please use the back of this form if you need additional space.

TOTAL PROJECT COST \$ _____

AMOUNT REQUESTED \$ _____

Make check payable to: _____

Address to send payment: _____

A copy of the engineering design for this project is retained and available for review as needed. The plans are on file in the _____ office.

Certification:

I certify that I, a professional engineer registered in the State of Iowa, have reviewed and approved the design, construction plans, and construction specifications for this project and that the project was installed in accordance with those plans and specifications as described in the approved project application.

Engineer's Signature

Date

Board of Supervisor Signature

Date

APPROVED FOR PAYMENT:

Signature for Southern Iowa Development & Conservation Authority

Date

Parcel: 1
Project No: BROS-C004(105)--5F-04

C O N T R A C T

THIS AGREEMENT made and entered into this 27th of August, A.D. 2024 by and between J & J Family Farms, LLC of 418 Washington Rd West Burlington, IA 52655 party of the first part, and the Board of Supervisors, acting for the County of Appanoose, State of Iowa, party of the second part;

WITNESSETH:

In consideration of \$1.00, receipt of which is hereby acknowledged, the party of the first part hereby agrees to furnish to the second party a warranty deed or an easement for use as a public highway to the real estate situated in Section 15 Township 69N Range 18W County of Appanoose, State of Iowa, to-wit:

From Sta <u>33+80</u>	to Sta <u>25+65</u>	a strip	See description on Acquisition Plat	ft. wide	<u>west</u>	side,
From Sta _____	to Sta _____	a strip	_____	ft. wide	_____	side,
From Sta _____	to Sta _____	a strip	_____	ft. wide	_____	side,
From Sta _____	to Sta _____	a strip	_____	ft. wide	_____	side,
From Sta _____	to Sta _____	a strip	_____	ft. wide	_____	side,
From Sta _____	to Sta _____	a strip	_____	ft. wide	_____	side,

measured from centerline of proposed highway as shown on plans for Project No. BROS-C004(105)--5F-04

Second party shall build the following access drives:

Sta _____,	side _____	wide _____	Sta _____,	side _____	wide _____
Sta _____,	side _____	wide _____	Sta _____,	side _____	wide _____

Land Taking:

_____	Sec <u>15</u>	T <u>69</u>	N,R <u>18</u>	W, <u>0.292</u>	Acres @ <u>5,912</u>	=	<u>\$ 1,726.30</u>
_____	Sec _____	T _____	N,R _____	W, _____	Acres @ _____	=	_____
_____	Sec _____	T _____	N,R _____	W, _____	Acres @ _____	=	_____
Total <u>0.292</u> Acres						=	<u>\$ 1,726.30</u>

Damages:

_____	Sec _____	T _____	N,R _____	W, _____	Acres @ _____	=	_____
_____	Sec _____	T _____	N,R _____	W, _____	Acres @ _____	=	_____
_____	Sec _____	T _____	N,R _____	W, _____	Acres @ _____	=	_____
_____	Sec _____	T _____	N,R _____	W, _____	Acres @ _____	=	_____
Total						=	_____

It is hereby agreed that possession of the premises is the essence of this contract and that party of the second part may take immediate possession of the premises upon the signing of this contract for the purposes above set forth, and first party further agrees to convey to second party for the consideration hereinafter named, on or before the 27th day of August, 20 24.

Party of the second part agrees to purchase the above described real estate or take easement thereto for public highway purposes and to pay therefor upon delivery of warranty deed, or easement, conveying good and sufficient title.

Approximately <u>0.292</u> acres at \$ <u>5,912</u> per acre	-	-	\$ <u>1,726.30</u>
Approximately _____ acres at \$ _____ per acre	-	-	\$ _____
Abstract Entry Fee -	-	-	\$ <u>75.00</u>
Moving approximately <u>45</u> rods of old fence at \$ <u>90.00</u> per rod	-	-	\$ <u>4,050.00</u>
Installing (if needed) approximately _____ rods of temporary fence at \$ <u>17.00</u> per rod	-	-	\$ _____
Damages -	-	-	\$ _____
TOTAL -	-	-	\$ <u>5,851.30</u>

Should the acreage taken for highway or fencing be more or less than shown above, same is to be paid for at the agreed unit prices. Any and all verbal agreements are merged in this written contract. Should the highway as finally located require none of the real estate described, this contract becomes null and void. Any provisions on the reverse side of this contract are a part of this contract as fully as if written on this side. Party of the first part consents to the establishment of the proposed highway and relinquishes all claims for damages.

(Signed)



Party of the First Part

Approved Recommended

By

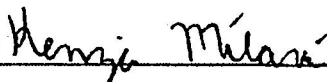

County Engineer

9/4, 20 24

(Signed)

BOARD OF SUPERVISORS
OF APPANOOSE COUNTY, IOWA

Negotiated by



By

Chairman
Party of the Second Part

Parcel: 1
Project No: BROS-C004(105)--5F-04

C O N T R A C T

THIS AGREEMENT made and entered into this 3rd of September, A.D. 2024 by and between Troy Foster of 20748 200th Ave Centerville, IA 52544 party of the first part, and the Board of Supervisors, acting for the County of Appanoose, State of Iowa, party of the second part;

WITNESSETH:

In consideration of \$1.00, receipt of which is hereby acknowledged, the party of the first part hereby agrees to furnish to the second party a warranty deed or an easement for use as a public highway to the real estate situated in Section 14 Township 69N Range 18W County of Appanoose, State of Iowa, to-wit:

From Sta <u>33+80</u>	to Sta <u>25+65</u>	a strip	See description on Acquisition Plat	ft. wide	<u>east</u>	side,
From Sta _____	to Sta _____	a strip	_____	ft. wide	_____	side,
From Sta _____	to Sta _____	a strip	_____	ft. wide	_____	side,
From Sta _____	to Sta _____	a strip	_____	ft. wide	_____	side,
From Sta _____	to Sta _____	a strip	_____	ft. wide	_____	side,
From Sta _____	to Sta _____	a strip	_____	ft. wide	_____	side,

measured from centerline of proposed highway as shown on plans for Project No. BROS-C004(105)--5F-04

Second party shall build the following access drives:

Sta _____,	side _____	wide _____	Sta _____,	side _____	wide _____
Sta _____,	side _____	wide _____	Sta _____,	side _____	wide _____

Land Taking:

_____,	Sec <u>14</u> ,	T <u>69</u>	N,R <u>18</u>	W,	<u>0.261</u>	Acres @ <u>5,912</u>	=	<u>\$ 1,543.03</u>
_____,	Sec _____,	T _____	N,R _____	W,	_____	Acres @ _____	=	_____
_____,	Sec _____,	T _____	N,R _____	W,	_____	Acres @ _____	=	_____
Total <u>0.261</u> Acres							=	<u>\$ 1,543.03</u>

Damages:

_____,	Sec _____,	T _____	N,R _____	W,	_____	Acres @ _____	=	_____
_____,	Sec _____,	T _____	N,R _____	W,	_____	Acres @ _____	=	_____
_____,	Sec _____,	T _____	N,R _____	W,	_____	Acres @ _____	=	_____
_____,	Sec _____,	T _____	N,R _____	W,	_____	Acres @ _____	=	_____
Total							=	_____

It is hereby agreed that possession of the premises is the essence of this contract and that party of the second part may take immediate possession of the premises upon the signing of this contract for the purposes above set forth, and first party further agrees to convey to second party for the consideration hereinafter named, on or before the day of 3rd, 20 24.

Party of the second part agrees to purchase the above described real estate or take easement thereto for public highway purposes and to pay therefor upon delivery of warranty deed, or easement, conveying good and sufficient title.

Approximately <u>0.261</u> acres at \$ <u>5.912</u> per acre	-	-	\$ <u>1,543.03</u>
Approximately _____ acres at \$ _____ per acre	-	-	\$ _____
Abstract Entry Fee -	-	-	\$ <u>75.00</u>
Moving approximately <u>25</u> rods of old fence at \$ <u>90.00</u> per rod	-	-	\$ <u>2,250.00</u>
Installing (if needed) approximately <u>25</u> rods of temporary fence at \$ <u>17.00</u> per rod	-	-	\$ <u>425.00</u> km
Damages -	-	-	\$ _____
TOTAL -	-	-	\$ <u>4,293.03</u> 3868.03 km

Should the acreage taken for highway or fencing be more or less than shown above, same is to be paid for at the agreed unit prices. Any and all verbal agreements are merged in this written contract. Should the highway as finally located require none of the real estate described, this contract becomes null and void. Any provisions on the reverse side of this contract are a part of this contract as fully as if written on this side. Party of the first part consents to the establishment of the proposed highway and relinquishes all claims for damages.

(Signed)

Troy L Foltz

Party of the First Part

Approved Recommended

By *[Signature]*
County Engineer

9/4, 20 24

(Signed) BOARD OF SUPERVISORS
OF APPANOOSE COUNTY, IOWA

Negotiated by *Henja Milani*

By _____ Chairman
Party of the Second Part

Parcel: 1
Project No: BROS-C004(105)--5F-04

C O N T R A C T

THIS AGREEMENT made and entered into this 3rd of September, A.D. 2024 by and between Todd and Jennifer Foster & Troy Foster of 515 E. State St Centerville, IA 52544 party of the first part, and the Board of Supervisors, acting for the County of Appanoose, State of Iowa, party of the second part;

WITNESSETH:

In consideration of \$1.00, receipt of which is hereby acknowledged, the party of the first part hereby agrees to furnish to the second party a warranty deed or an easement for use as a public highway to the real estate situated in Section 14 Township 69N Range 18W County of Appanoose, State of Iowa, to-wit:

From Sta <u>25+65</u>	to Sta <u>33+80</u>	a strip	<u>See description on Acquisition Plat</u>	ft. wide	<u>east</u>	side,
From Sta _____	to Sta _____	a strip	_____	ft. wide	_____	side,
From Sta _____	to Sta _____	a strip	_____	ft. wide	_____	side,
From Sta _____	to Sta _____	a strip	_____	ft. wide	_____	side,
From Sta _____	to Sta _____	a strip	_____	ft. wide	_____	side,
From Sta _____	to Sta _____	a strip	_____	ft. wide	_____	side,

measured from centerline of proposed highway as shown on plans for Project No. BROS-C004(105)--5F-04

Second party shall build the following access drives:

Sta _____	side _____	wide _____	Sta _____	side _____	wide _____
Sta _____	side _____	wide _____	Sta _____	side _____	wide _____

Land Taking:

_____	Sec <u>14</u>	T <u>69</u>	N,R <u>18</u>	W, <u>0.337</u>	Acres @ <u>5.912</u>	=	<u>\$ 1,992.34</u>
_____	Sec _____	T _____	N,R _____	W, _____	Acres @ _____	=	_____
_____	Sec _____	T _____	N,R _____	W, _____	Acres @ _____	=	_____
Total <u>0.337</u> Acres						=	<u>\$ 1,992.34</u>

Damages:

_____	Sec _____	T _____	N,R _____	W, _____	Acres @ _____	=	_____
_____	Sec _____	T _____	N,R _____	W, _____	Acres @ _____	=	_____
_____	Sec _____	T _____	N,R _____	W, _____	Acres @ _____	=	_____
_____	Sec _____	T _____	N,R _____	W, _____	Acres @ _____	=	_____
Total						=	_____

It is hereby agreed that possession of the premises is the essence of this contract and that party of the second part may take immediate possession of the premises upon the signing of this contract for the purposes above set forth, and first party further agrees to convey to second party for the consideration hereinafter named, on or before the day of September, 2024.

Party of the second part agrees to purchase the above described real estate or take easement thereto for public highway purposes and to pay therefor upon delivery of warranty deed, or easement, conveying good and sufficient title.

Approximately <u>0.337</u> acres at \$ <u>5,912</u> per acre	-	-	\$ <u>1,992.34</u>
Approximately _____ acres at \$ _____ per acre	-	-	\$ _____
Abstract Entry Fee -	-	-	\$ <u>75.00</u>
Moving approximately <u>30</u> rods of old fence at \$ <u>90.00</u> per rod	-	-	\$ <u>1,800.00</u>
Installing (if needed) approximately <u>30</u> rods of temporary fence at \$ <u>17.00</u> per rod	-	-	\$ <u>510.00</u> <u>km</u>
Damages -	-	-	\$ _____
TOTAL -	-	-	\$ <u>4,377.34</u> <u>3,867.34</u> <u>km</u>

Should the acreage taken for highway or fencing be more or less than shown above, same is to be paid for at the agreed unit prices. Any and all verbal agreements are merged in this written contract. Should the highway as finally located require none of the real estate described, this contract becomes null and void. Any provisions on the reverse side of this contract are a part of this contract as fully as if written on this side. Party of the first part consents to the establishment of the proposed highway and relinquishes all claims for damages.

(Signed)

Charles A. Foster

Dale C. Foster

Troy S. Foster

Party of the First Part

Approved Recommended

By

[Signature]
County Engineer

9/4, 2024

(Signed)

BOARD OF SUPERVISORS
OF APPANOOSE COUNTY, IOWA

Negotiated by

Kenja Milani

By

Chairman
Party of the Second Part