

OFFICE OF THE

Appanoose County Auditor

KELLY HOWARD

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

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Fax (641) 856-8023
khoward@appanoosecounty.net

Meeting Agenda
March 3, 2025

The Appanoose County Board of Supervisors will meet Monday, March 3, 2025 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/Approve agenda
3. Approve minutes of the February 18, 2025 meeting
4. Approve reports (2/28 payroll & Wells Township Financials)
5. Approve bills
6. Approve liquor licenses: Rathbun Marina & Nathan's Lakeside Grill
7. Bill Cortesio: TIF
8. Approve Data Grant Agreement: Iowa DOT
9. Set Public Hearing: FY26 Proposed Property Tax Levy
10. Approve Resolution #2025-10: Setting public hearing for Tax Sale #3254 (Coal in W ½ 320 acres 13,69,18)
11. County Engineer report
 - a. Approve the purchase of a new motor grader
 - b. Approve the hire for Office Manager
 - c. Review of final costs for BROS-C004(121)-8J-04 and BROS-C004(122)-5F-04 projects
 - d. Approve 28E sharing ownership of HydroSeeder with Wapello County
12. Public Comments
13. Adjourn

Join Zoom meeting

Online:

<https://zoom.us/j/6578806191?pwd=zxhtModzmQTn7WKA79RVJrQ7jDfA8R.1&omn=99701628053>

Or dial-in: (312) 626-6799

Meeting ID: 657 880 6191

Passcode: 1fQX33

Posted 2/26/25

February 18, 2025

Appanoose County Board of Supervisors met in regular session February 18, 2025, at 9:00 A.M. in the Boardroom of the Courthouse. Present: Jeff Kulmatyacki, Chairman, Dustin Harvey, and Scott Buban, Boardmembers. Absent: none.

The meeting started with the pledge.

Harvey motioned to approve the agenda. Seconded by Buban. All voted aye.

Buban motioned to approve the minutes of the February 3rd & 10th meetings. Seconded by Harvey. All voted aye.

Harvey motioned to approve 2/14 payroll and DHS Quarterly Report. Seconded by Buban. All voted aye.

Buban motioned to approve the bills. Seconded by Harvey. All voted aye.

Access Sys	Typing-Print.-Bind.Serv.	1001.73
Agriland FS	Engineering Services	18453.77
Albia Newspapers	Typing-Print.-Bind.Serv.	360.64
Alliant	Electric Light & Power	14824.89
K Altiser	Rent Payments	450.00
Amazon	Food Preparation Service	501.69
Amer Home Fdg	Community Support Program	928.69
Sec Rds	Fuels	2278.51
App Co Treas	Off. Supplies & Forms	244.34
Ascendance	Engineering Services	523.43
Bailey Off	Off. Supplies & Forms	10.06
Baker's	Engineering Services	132.91
Baty Elec	Off. Supplies & Forms	539.40
Blue Sun Graphics LLC	Vehicle Supplies-Access	45.00
T Bradley	Engineering Services	35.76
Bratz Oil	Mileage & Transp. Expense	999.70
BUG PRO	Extermination Services	90.00
Calhoun Burns	Engineering Services	6483.50
Cantera Aggregates	Engineering Services	74.69
Capital One	Food Preparation Service	175.42
Capital Sanitary Supply	Custodial Supplies	232.21
Card Services	Educational & Train.Serv.	845.12
CarQuest	Vehicle Supplies-Access	4106.51
Cville Iron	Engineering Services	390.70
C'ville Produce & Feed	Park Maint. & Supplies	72.79
Central IA Fasteners	Engineering Services	267.50
Chariton Valley Elec	Engineering Services	511.06
Cville Wtrwks	Engineering Services	9284.32
Clark's Auto Rpr	Engineering Services	150.00
CLARKS LANDSCAPING	Park Maint. & Supplies	350.00
CocoBeen Reptiles	Park Maint. & Supplies	150.00
Brian Cowan Trucking	Engineering Services	5805.80
CR Environmental	Engineering Services	451.34
Davis Co Sch	Community Support Program	800.00
Davison Fuels & Oil	Fuels	179.80
Diamond Mowers	Engineering Services	915.31
S Dittmer	Legal Serv. Dep-Subp-Tran	2940.30
Eastern IA Tire	Engineering Services	2753.38
Ed M Feld Equip	Building Repair & Maintce	1170.00
Electronic Eng	Engineering Services	1486.52
First National Bank	Dues & Memberships	877.49

Fogle TV	Equip. Parts & Supplies	186.08
Forbes Office Solns	Off. Supplies & Forms	56.69
PJ Greufe	Health Insurance	1500.00
Hamilton Produce	Engineering Services	51.46
A Hoffman	Educational & Train.Serv.	34.87
Homestead	Food Preparation Service	8015.00
Hotsy Cleaning Systems	Building Repair & Maintce	187.88
Hy-Vee	Medical & Health Services	2350.66
IDPS	Radio and related equipme	727.50
IACP	Dues & Memberships	220.00
Independent Salt	Engineering Services	3318.99
Interstate Batt	Engineering Services	149.95
IA Media Network	Off. Supplies & Forms	199.61
IA Trust & Savings	Off. Supplies & Forms	76.24
ISAC	Educational & Train.Serv.	210.00
A Jaramillo Ayon	Community Support Program	2558.00
John Deere	Engineering Services	940.92
Kids World	Community Support Program	7460.49
Kimball	Engineering Services	1268.12
R Lamb	Mileage & Transp. Expense	318.90
K Laurson	Contrib. & Purchase Serv	38.98
LexisNexis	Dues & Memberships	200.00
Liberty	Telephone & Telegr.Serv.	993.85
Lindsey Boys Sales	Engineering Services	321.00
Lockridge	Engineering Services	990.51
C Maddy	Community Support Program	350.00
Mail Serv	Vehicle Renewal Notices	531.30
MATURA	Community Support Program	306.19
MMIT	Off. Equip Repair & Maint	129.91
Monroe Pub Hlth	Community Support Program	3391.62
Myers Custom Sign	Engineering Services	71.50
Neighbor Wholesale	Engineering Services	700.83
Newman Signs	Engineering Services	5456.05
O'Reilly	Engineering Services	616.44
Orchard Pl	Community Support Program	2973.80
Owl Pharm	Prescriptions & Medicine	105.10
Petty C-Sheriff	Building Repair & Maintce	25.83
R Pfannebecker	Building Repair & Maintce	227.16
Phelps Uniform	Engineering Services	163.88
Proctor Corp	Heat-Cool-Elevator-Rpr-Mn	2419.00
Prof Computer	Off. Equip Repair & Maint	150.00
Quick Shop	Transportation	70.00
Rainbo Oil	Engineering Services	1655.55
RASWC	Engineering Services	50.00
RJ Powersports	Park Maint. & Supplies	317.03
G Roefer	Medical & Health Services	100.00
Safety X-Treme	Engineering Services	1948.45
SCICAP	Community Support Program	25731.71
SIEDA	Community Support Program	34.83
Sign Solutions	Engineering Services	743.39
Simmons Bldg Materials	Jail Equip. & Furniture	96.35
Sinclair NAPA	Engineering Services	2602.60
Kevin Smith	Engineering Services	27.03
Snap-On Tools	Engineering Services	53.50
Society of Land Surveyors	Educational & Train.Serv.	295.00
Solutions	Engineering Supplies	120.45
Stericycle	Off. Supplies & Forms	176.21

Superior Cable & Data	Typing-Print.-Bind.Serv.	4020.00
Swift Public Adjusters	Building Perm. Improvemnt	1181.81
Tallman Auto Parts	Engineering Services	165.07
Thomson Reuters	Educational & Train.Serv.	152.60
Truck Center	Engineering Services	1080.38
UnityPoint	Engineering Services	84.00
US Bank	Engineering Supplies	337.71
US Cellular	Off. Supplies & Forms	1108.78
Vanguard Appraisals	Appraisal & Consultant Se	1650.00
Vet Shack	Park Maint. & Supplies	125.00
Walker Welding	Engineering Services	829.93
Windstream	Off. Supplies & Forms	568.64
Winger	Building Repair & Maintce	600.00
R Young	Engineering Services	94.98
Yutzy Repair	Engineering Services	30.19
Ziegler	Engineering Services	6048.34
Grand Total		183988.12

Buban motioned to approve the liquor licenses for Honey Creek Resort. Seconded by Harvey. All voted aye.

Jason Fraser, Centerville City Administrator, was present to answer questions regarding the city's EMS budget request. No action was taken.

Buban motioned to approve the mental health data release form. Seconded by Harvey. All voted aye.

Harvey motioned to authorize Mackenzie Milani to apply for a credit card on behalf of Secondary Roads. Seconded by Buban. All voted aye.

County Engineer, Brad Skinner, provided an update to the board. The Clarkdale bridge removal is ¾ complete. They've begun interviews for a new office manager. The department has been working on snow and ice treatment. Brush cutting on J46 and T61 continues. They will then move on to Dewey Road.

Public Comments: Tammy Wheeler from Farmers Mutual Cooperative introduced herself to the new board members and spoke about their new fiber project. Delaney Evers mentioned she is available for any questions on tourism.

The Board adjourned to meet the call of the Auditor at 9:19 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

Appanoose COUNTY, Wells TOWNSHIP


SUMMARY STATEMENT OF RECEIPTS AND DISBURSEMENTS
Fiscal Year July 1, 2023 thru June 30, 2024

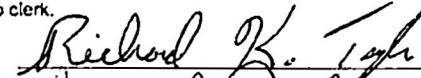
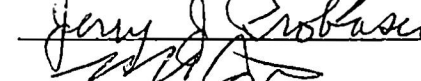
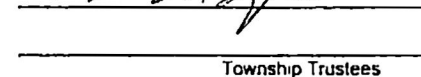
Code of Iowa 359.23 Receipts and Expenditures - Annual Statement Each township clerk shall prepare, on or before September 30 of each year, a statement in writing, showing all receipts of money and disbursements in the clerk's office for each separate tax levy authorized by law for the preceding fiscal 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.

1	SUMMARY	TOWNSHIP FUNDS					TOTAL
		Fire	Cemetery	Interest			
2	BEGINNING FUND BALANCE JULY 1, <u>2023</u>						
	add (+)						
3	TOTAL REVENUE	- 0 -	20,208.46	372.29			20,580.75
	less (-)						
4	TOTAL DISBURSEMENTS	10,892.84	7172.67	56.09			18,121.60
	equals (=)						
5	ENDING FUND BALANCE JUNE 30, <u>2024</u>	10,892.84	4435.-	- 0 -			23,374.51
6	PUBLIC DEBT BALANCES AT YEAR END	- 0 -	22946.13	428.38			
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.


Township Clerk
2/22/25
Date




Township Trustees

Appanoose COUNTY, Iowa

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2023 thru June 30, 2024

STATEMENT OF RECEIPTS (continued) 1 of 1		TOWNSHIP FUNDS						TOTAL
		Fire	Cemetery	Int.				
DATE	RECEIPTS DURING FISCAL YEAR							
7/31/23	Interest			5.26			5.26	
7/14	App. Cty	70.61	43.78	—			114.39	
8/31	Int.			5.27			5.27	
9/11	Lindley Family		50.—	—			50.—	
9/15	App. Cty.	683.56	443.91	—			1127.47	
9/30	Int.			5.26			5.26	
10/31	Int.			3.72			3.72	
11/30	Int.			2.87			2.87	
12/31	Int.			2.97			2.97	
1/31/24	Int.			2.96			2.96	
2/26	Ron Dorman		50.—	—			50.—	
2/29	Int.			2.77			2.77	
3/31	Int.			2.97			2.97	
4/15	App. Co.	8974.38	5828.76	—			14,803.14	
4/30	Int.			5.58			5.58	
5/15	App. Co.	952.29	618.52				1570.81	
5/31	Int.			8.43			8.43	
6/14	App. Co.	212.—	137.70				349.70	
6/30	Int.			8.03			8.03	
6/30								
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40 TOTAL THIS PAGE		10,892.84	7172.67	56.09				

Appanoose COUNTY, Iowa

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2023 thru June 30, 2024

1	STATEMENT OF DISBURSEMENTS (continued) 1 of _		TOWNSHIP FUNDS						TOTAL
			Fire	Cemetery	Int.				
2	DATE DISBURSEMENTS DURING FISCAL YEAR								
4	10/5/23	James Leach	—	4435.-	—				4435.-
5	6/24/24	Moulton Fire Dept.	10,892.84						10,892.84
6									
7									
8									
9									
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40	TOTAL THIS PAGE		10,892.84	4435.-	—				15,327.84

\$23,374.51



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
YOUR BOAT WORKS, L.L.C.	Rathbun Marina (Buck Creek)	(641) 724-3212		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
21646 Marina Place		Moravia	Appanoose	52571
MAILING ADDRESS	CITY	STATE	ZIP	
21646 Marina Place	Moravia	Iowa	52571	

Contact Person

NAME	PHONE	EMAIL
Douglas Clemens	(641) 895-4694	doug@rathbunlakemarina.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LG0000357	Class B Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Apr 1, 2025	Mar 31, 2026	

SUB-PERMITS

Class B Retail Alcohol License

PRIVILEGES



ALCOHOLIC
BEVERAGES
DIVISION
State of Iowa

State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Sheila Clemens	Moravia	Iowa	52571	owner/secretary	25.00	Yes
Douglas Clemens	Moravia	Iowa	52571	owner/president	25.00	Yes
Brett Nuckolls	Grimes	Iowa	50111	owner/manager	50.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



State of Iowa

Alcoholic Beverages Division

NEW 2025

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
NATHAN'S LAKESIDE GRILL, LLC	NATHAN'S LAKESIDE GRILL			
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
20847 HIGHWAY J5T		MORAVIA	APPANOOSE	52571
MAILING ADDRESS	CITY	STATE	ZIP	
13973 AIRPORT RD	OTTUMWA	Iowa	525019207	

Contact Person

NAME	PHONE	EMAIL
CHRISTY BLACK	6414553289	nathanslakesidegrill@gmail.com

License Information

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

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Mar 31, 2025	Mar 30, 2026	

SUB-PERMIT

Class C Retail Alcohol License

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Christy Black	OTTUMWA	Iowa	525019207	OWNER	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

United States Liability Insurance
Company

POLICY EFFECTIVE DATE

Mar 31, 2025

POLICY EXPIRATION DATE

Mar 31, 2026

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

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

This Data Grant Agreement is entered into this 18th day of February, 2015 by and between Appanoose County AND

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

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

Dylan Nielsen 515-239-1326
(Print or Type Grantee Contact Person) (Print or Type Grantee Telephone Number)

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

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

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

Appanoose County has developed a digital graphic and tabular database (Geographic Information System, hereinafter GIS), depicting land and cadastral data based on NAD_1983 State Plane Iowa South FIPS 1402 Feet Coordinate System.

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

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

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

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

Limitations of the data and information provided

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

Restrictions on use of the data and information provided

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

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


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

The GIS Products being provided via this agreement are: _____

Appanoose County property parcel information.

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

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

Authorizing Signature:  Date 2/18/25

Print Name: Dylan Nielsen

Title: GIS Data Manager

Company or Affiliation: Iowa DOT

Appanoose County acknowledges this Data Exchange Agreement as specified above:

(Chair, Appanoose County Board of Supervisors) Date _____

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

GIS Technician
1200 Hwy 2 West
Centerville, Iowa 52544

Resolution # 2025- 10

WHEREAS, it has been determined by the Board of Supervisors of Appanoose County, Iowa, that Tax Sale #3254: Coal located in West one-half 320 Acres of Section 13, Township 69, Range 18 , Appanoose County, Iowa except Parcel "A" located in SWSW Section 13, Township 69, Range 18 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 March 17, 2025 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 3rd day of March 2025.

APPANOOSE COUNTY BOARD OF SUPERVISORS

Ayes:

Nays:

ATTEST:

County Auditor

2-21-25

Tax Sale No. 3284

To the Board of Supervisors, Appanoose, County, Iowa.

We, the undersigned, Mayor and Councilmen (Township Trustees) of the Town
(Township) of Walnut Centerville, Iowa, recommend that the following
described property:

Coal w 1/2 exc Parcel 'A' 319.22 AC
30126100 3540000
013 069 018

be sold to Sixty, LLC for \$ 35.00. Plus current year taxes,
in order that it will again be under taxation.

This contract void unless taken within 30 days from date given below.

Witness our hand this _____ day of _____, 19____

_____ Clerk	_____ Mayor
_____ Trustee	_____ Councilman
_____ Trustee	_____ Councilman
_____ Trustee	_____ Councilman
	_____ Councilman
	_____ Councilman



PRODUCT PURCHASE AGREEMENT

DATE Feb 12, 2025Quote 227826

PURCHASER	APPANOOSE COUNTY		
STREET ADDRESS	1200 HIGHWAY 2 W		
CITY/STATE	CENTERVILLE, IA	COUNTY	APPANOOSE (IA)
POSTAL CODE	52544-1205	PHONE NO.	641-856-6193
CUSTOMER CONTACT:	EQUIPMENT		
	PRODUCT SUPPORT		
INDUSTRY CODE:	Trucking And Courier Services,	PRINCIPAL WORK CODE	
	Except Air(4210)		
		F.O.B. AT:	DES MOINES

ACCOUNT NUMBER	0418000	Sales Tax Exemption # (if applicable)	N/A	PURCHASER PO NUMBER	
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PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)					
NET PAYMENT ON RECEIPT OF INVOICE	<input type="checkbox"/>	NET ON DELIVERY	<input type="checkbox"/>	FINANCIAL SERVICES	<input type="checkbox"/> CSC <input type="checkbox"/> LEASE
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$0.00	CONTRACT INTEREST RATE	0
PAYMENT PERIOD		PAYMENT AMOUNT		NUMBER OF PAYMENTS	
				OPTIONAL BUY-OUT	\$0.00

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CATERPILLAR		MODEL: 140JOY-BR		YEAR: 2025	
STOCK NUMBER: TBD		SERIAL NUMBER: TBD		NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/>	
140 15A MOTOR GRADER	577-3021	JOYSTICK CONTROLS, BASIC	357-9151	ROLL ON-ROLL OFF	0P-2265
LANE 3 ORDER	0P-9003	TANK, FUEL, STANDARD	540-2373	NO CAT GRADE ARO	585-3097
GLOBAL ARRANGEMENT, LOW AMBIENT	385-9297	FAN, STANDARD, TND	542-4660	LIGHTS, SERVICE, INTERNAL	380-3070
MOLDBOARD, 14' PLUS	349-3048	ARTICULATION GUARD	360-6239	SNOW ARRANGEMENT	396-1966
HITCH, TOWING	337-7510	COOLANT, 60/40, -51C (-60F)	469-6160	CAMERA, REAR VISION	396-3921
COLD WEATHER PLUS PACKAGE	394-4522	FUEL ANTIFREEZE, -25C (-13F)	0P-3978	SERIALIZED TECHNICAL MEDIA KIT	421-8926
LINES, STANDARD W/O ACCUMULATOR	305-2927	DECALS, ENGLISH (U.S.)	442-9940	PRECLEANER, SY-KLONE	380-6775
ENGINE, TIER IV	567-4685	LIGHTS, WORKING, PLUS, HALOGEN	395-1967	TIRES, 14.0R24 MX XSN0+ * G2 MP	252-0701
DRAIN, GRAVITY, ENGINE OIL	324-5328	HEADLIGHTS, FRONT, HIGH, HALOGEN	308-9371	BASE + 5 (WM, WT, DAL, FL, RIP)	385-8101
STARTER, ELEC, EXTREME DUTY	395-3547	HEATER, ENGINE COOLANT, 120V	249-5516	2 FT BLADE EXTENSION	NGADD01
LIGHTS, ROADING, HALOGEN	421-7810	LIFT GROUP, FRONT MOUNTING	359-3925		
CAB, PLUS (STANDARD GLASS)	385-9554	MOUNT, SNOW WING, FRAME RDY HAL	390-9182		
CAB, PREMIUM (INTERIOR)	397-7458	PRODUCT LINK, CELLULAR PLE742	464-6442		
SEAT BELT	394-1492	MIRRORS, OUTSIDE HEATED 24V	344-0984		
CONTROL, AUTO ARTICULATION-DEMO	483-2354	CIRCLE SAVER	521-3250		

YEAR	BILL OF SALE - TRADE-IN EQUIPMENT	SERIAL NO.	SELL PRICE	
				\$357,160.00
			EXT WARRANTY	Included
			NET BALANCE DUE	\$357,160.00
			BALANCE	\$357,160.00

PURCHASER REPRESENTS AND WARRANTS ANY TRADE-IN EQUIPMENT IS FREE OF ALL LIENS, ENCUMBRANCES, LIABILITIES, AND ADVERSE CLAIMS OF EVERY NATURE WHATSOEVER EXCEPT AS NOTED BELOW.

GROSS TRADE ALLOWANCE

PAYOUT TO

AMOUNT OWING:

PURCHASER TO PAYOUT ☐ZIEGLER INC. TO PAY OUT ☐

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO ZIEGLER INC. SUBJECT TO THE TERMS ON PAGE 2.

☒ NEW EQUIPMENT WARRANTY☐ USED EQUIPMENT WARRANTY

New equipment is subject to a limited warranty ("Limited Warranty") as provided by the manufacturer or Seller, which will either be included in a written warranty statement with the Product or the manufacturer's standard limited warranty in force when the Product is delivered to Purchaser. Limited Warranties extend only to parts or attachments sold by manufacturer, and Purchaser's failure to follow warranty conditions may result in voiding the Limited Warranty, as further stated on Page 2. Neither manufacturer nor Seller will be responsible for any other warranty. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED AS FURTHER STATED ON PAGE 2.

Standard manufacturers warranty

5 YEAR 5000HR PREMIER WARRANTY YEARS 6, 7, AND 8 POWERTRAIN WARRANTY TO 7000HRS

ALL WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED AS FURTHER STATED ON PAGE 2. All used equipment is sold "as is with all faults," and no warranty is offered except as specified here.

CVA:

NOTES:

THIS AGREEMENT INCLUDES THE TERMS ON PAGE 2 AND THE WEBSITE REFERRED TO THEREIN

Ziegler Inc. Company

PURCHASER

ORDER RECEIVED BY

McDowell, Travis

APPROVED AND ACCEPTED ON

REPRESENTATIVE

APPANOOSE COUNTY

PURCHASER

BY

SIGNATURE

TITLE

28E Agreement Regarding FINN T 75 HydroSeeder

This agreement made and entered into by and between Wapello County, Iowa, and Appanoose County, Iowa.

WHEREAS, Wapello County and Appanoose County are public agencies as is defined by Section 28E.2 of the Code of Iowa and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised jointly by a public agency of the State of Iowa having such power, and

WHEREAS, Wapello County and Appanoose County jointly purchased a Finn T 75 HydroSeeder.

WHEREAS, County Boards of Supervisors are informed of the equipment purchase and sharing agreement.

IT IS NOW AGREED that Wapello County and Appanoose County enter into an agreement pursuant to Chapter 28E of the code of Iowa.

THEREFORE, the parties, in consideration of the mutual obligations and benefits contained herein, agree as follows:

(1) SCOPE OF WORK – The above mentioned equipment will be owned and used by both counties.

This agreement shall set forth an equitable agreement concerning financial and maintenance responsibilities for both counties for the use and ownership of the T 75 HydroSeeder.

- a) Each County shall be responsible to conduct routine maintenance on the HydroSeeder at their own expense while in their possession as recommended by the manufacturer.
- b) Each County shall be responsible for repair at their own expense as a result of damage while in their possession.
- c) Each County shall list the HydroSeeder to be covered by their respective insurance policies.
- d) Each County shall coordinate with the other County for transportation, and use of the HydroSeeder within a reasonable notice.
- e) Each County is responsible for their own purchase of mulch and seed.
- f) Wapello County will be responsible for winterization and storage after fall seeding has concluded for both Counties.

2) Once the unit has reached its useful life and must be replaced as determined by both Counties the remaining value will be split equally. The remaining value shall either be determined via trade in value supplied by a formal quote process through a FINN dealer or via equipment auction offers from the general public.

3) DURATION – This agreement shall commence on the date that each party signs this agreement and shall continue thereafter for (10) years after the purchase of the HydroSeeder. After said (10) year agreement duration, this agreement shall automatically renew July 1 for a period of one year unless terminated sooner as provided in paragraph 8.

4) PURPOSE – The purpose of this agreement is to accomplish the proposed project as described herein in accordance with the aforesaid scope of work and in agreement with conditions specified in this agreement.

5) ADMINISTRATION – Wapello County shall be responsible for the administration of this agreement.

6) Wapello County and Appanoose County agree to save and indemnify and keep harmless, each other against all liabilities, judgements, costs, and expenses which may in any way come against Wapello or Appanoose County or which in any way result from careless or neglect of either party or its agents, employees, or workmen in any respect whatsoever.

7) Wapello County and Appanoose County agree to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons arising out of any acts or omissions by Wapello County or Appanoose County.

8) TERMINATION –

a) This agreement shall be considered binding upon Wapello County and Appanoose County for ten (10) years per this agreement and shall not be terminated until provisions of paragraph 8b are met after the original ten (10) years has passed.

b) This agreement may be terminated by any party upon written notice to the other parties no later than January 1st of a given year. Said termination may occur no earlier than July 1st following the notice.

c) Upon termination, ownership of all equipment purchased to this agreement shall revert to the party that did not initiate termination. The remaining party may maintain, sell, or dispose of the equipment in a manner that is practical and consistent with practices at the time.

IN WITNESS WHEREOF, the Counties have set their hands, for the purpose herein expressed, on the dates indicated below.

BOARD OF SUPERVISORS
WAPELLO COUNTY, IOWA

BOARD OF SUPERVISORS
APPANOOSE COUNTY, IOWA

Date: _____

Date: _____

Attest: _____
Wapello County Auditor

Attest: _____
Appanoose County Auditor