

OFFICE OF THE  
*Appanoose County Auditor*  
**KELLY HOWARD**

COURTHOUSE  
201 N. 12th St., Rm 11  
CENTERVILLE, IOWA 52544  
Phone (641) 856-6191  
[auditor@appanoosecounty.net](mailto:auditor@appanoosecounty.net)

Meeting Agenda  
February 2, 2026

The Appanoose County Board of Supervisors will meet February 2, 2026 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 January 19, 2026 meeting
4. Approve reports (1/30 payroll, DHS & Veteran Affairs Quarterly Reports)
5. Approve bills
6. Delaney Evers: Annual Tourism report
7. Discuss/Approve City of Centerville 28e Agreement: EMS Services
8. Accept General Relief Director Jack Maletta's resignation
9. 9:05 A.M. Public Hearing County Property Sale #3125, Coal in NE SE 29-68-17, parcel 020131005720000, lying under 020131001750000
10. Approve Resolution 2026-7: Sale of County's Interest, Sale #3125
11. 9:10 A.M. Public Hearing County Property Sale #3126, Coal in SE SE 29-68-17, parcel 020131005730000, lying under 020131001760000
12. Approve Resolution 2026-8: Sale of County's Interest, Sale #3126
13. County Engineer report
  - a. Approve Resolution 2026-9: Temporary Road Closure and Detour on 130<sup>th</sup> Ave for bridge replacement
  - b. Consider Quotes and Award Contract for construction of Moulton Maintainer Shed
14. Public Comments
15. 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

January 19, 2026

Appanoose County Board of Supervisors met in regular session January 19, 2026, at 9:00 A.M. in the Boardroom of the Courthouse. Present: Jeff Kulmatycki, 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 January 5, 2026 meeting. Seconded by Harvey. All voted aye.

Harvey motioned to approve 1/16/26 payroll, 12/25 Prisoner Room & Board, Auditor and Recorder Quarterly reports. Seconded by Buban. All voted aye.

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

Access Sys	Typing-Print.-Bind.Serv.	114.73
Agriland FS	Engineering Services	32870.51
Albia Newspapers	Off. Supplies & Forms	26.71
Alliant	Electric Light & Power	6315.79
Sec Rds	Mileage & Transp. Expense	2282.19
App Co Treas	Off. Supplies & Forms	204.00
App Co	Off. Supplies & Forms	2779.10
Bailey Off	Off. Supplies & Forms	11.94
Baker's	Engineering Services	1186.29
Bratz Oil	Mileage & Transp. Expense	1104.11
Brown's Shoe	Engineering Services	522.70
BUG PRO	Extermination Services	90.00
Thomas A Burke	Rent Payments	650.00
C-D Accounting Services	Law Enf. Equip & Weapons	1500.00
C-D Supply	Custodial Supplies	358.79
Callaway Co Sheriff	Legal Serv. Dep-Subp-Tran	10.00
Cantera Aggregates	Engineering Services	5991.29
Card Services	Park Maint. & Supplies	466.97
CarQuest	Engineering Services	1302.88
CenTec	Care of Soldiers Graves	66.24
C'ville Produce & Feed	Park Maint. & Supplies	106.97
Central IA Det	Juvenile Detention & Shel	1076.75
Central IA Fasteners	Engineering Services	121.00
Chariton Valley Elec	Electric Light & Power	564.40
Cville Wtrwks	Water & Sewer	8081.12
City of Ottumwa	Construction & Maint.	7998.50
City of Unionville	Care of Soldiers Graves	168.00
Clark's Auto Rpr	Engineering Services	311.24
Clayworth Farms	Engineering Services	1400.00
Brian Cowan Trucking	Engineering Services	4322.50
Davis Co Sch	Community Support Program	560.00
Davison Fuels & Oil	Fuels	124.46
Des Moines Lab	Medical & Health Services	280.50
Douds Stone	Engineering Services	1337.71
Farmers Mutual	Telephone & Telegr.Serv.	96.52
First National Bank	Off. Supplies & Forms	402.89
Fogle Home & Hardware	Building Repair & Maintce	219.93
Galls	Uniforms	634.28
PJ Greufe	Health Insurance	1500.00
Hamilton Produce	Engineering Services	244.38
J Harvey	Educational & Train.Serv.	248.21

Hills San	Engineering Services	541.00
Homestead	Food Preparation Service	10403.75
Hotsy Cleaning Systems	Motor Vehicle	782.81
K Howington	Medical & Health Services	250.00
Hy-Vee	Medical & Health Services	1316.31
IA Dept of Transp	Engineering Services	1390.01
Independent Salt	Engineering Services	3325.00
Interstate Batt	Engineering Services	15.50
Interstate Power Systems	E911 Other Capital Expens	5815.61
ICRA	Educational & Train.Serv.	300.00
Iowa D.A.R.E Assoc	Dues & Memberships	100.00
IA Media Network	Off. Supplies & Forms	17.62
ISSDA	Dues & Memberships	425.00
A Jaramillo Ayon	Community Support Program	584.50
John Deere	Engineering Services	324.58
Kids World	Community Support Program	6690.86
Kone	Heat-Cool-Elevator-Rpr-Mn	493.53
K Laurson	Educational & Train.Serv.	1080.00
LexisNexis	Dues & Memberships	206.00
Liberty	Telephone & Telegr.Serv.	755.00
Lockridge	Engineering Services	1351.94
MHC Kenworth	Engineering Services	580.06
MMIT	Off. Equip Repair & Maint	40.00
MOCIC	Dues & Memberships	100.00
Monroe Pub Hlth	Community Support Program	1136.12
Newman Signs	Engineering Services	10868.31
Numa Cemetery Assn	Care of Soldiers Graves	148.00
O'Reilly	Engineering Services	251.64
Petty C-Sheriff	Fuels	33.56
R Pfannebecker	Mileage & Transp. Expense	6.37
Phelps Uniform	Engineering Services	177.36
Polk Co Medical Examiner	Medical & Health Services	250.00
Prof Computer	Off. Equip Repair & Maint	43.95
T Proffitt	Rent Payments	650.00
Prosecuting Attys	Off. Supplies & Forms	220.00
Quill	Off. Supplies & Forms	18.99
RACOM	Motor Vehicle	4673.38
Rahn Equipment	Construction & Maint.	320.50
RASWC	Engineering Services	70.90
RRWA	Water & Sewer	52.50
G Roefer	Medical & Health Services	100.00
SCICAP	Community Support Program	35681.73
S Sebolt	Telephone & Telegr.Serv.	105.00
Secretary of State	Off. Supplies & Forms	30.00
SIEDA	Community Support Program	2595.43
Sinclair NAPA	Engineering Services	941.16
Snap-On Tools	Engineering Services	18.80
Stericycle	Off. Supplies & Forms	191.39
Ty Stewart	Dues & Memberships	275.00
Thomas Funeral Home	Funeral Services	900.00
Thomson Reuters	Educational & Train.Serv.	170.91
TerviPay	Food Preparation Service	355.88
Udell Twp	Care of Soldiers Graves	394.00
US Bank	Educational & Train.Serv.	118.15
US Cellular	Telephone & Telegr.Serv.	631.67
Verizon	Telephone & Telegr.Serv.	27.12
Visa	Engineering Services	3206.59

White Posts	E911 Addressing(signs)	1515.00
Windstream	Off. Supplies & Forms	580.72
World Data Corp	Books & Periodicals	378.00
Ziegler	Engineering Services	17903.61
Grand Total		209584.42

Buban motioned to approve the GIS Data Grant Agreement with Southern Iowa Electric Cooperative. Seconded by Harvey. All voted aye.

City of Centerville City Administrator, Jason Fraser presented the FY27 EMS funding request in the amount of \$434,705. Fraser stated they are now spreading their capital outlay over several years instead of one lump sum. Buban asked if they are staffed 24 hours. Fraser stated yes. Harvey asked what receipts/refunds of \$70,000 entailed. They are expecting to sell an ambulance. Harvey also requested a listing of calls. Fraser stated they will forward the information.

There was discussion on the EMS 28E Agreement. Buban motioned to table the approval until next meeting so they can speak with the county attorney. Seconded by Harvey. All voted aye.

Harvey motioned to approve hiring Justice Finch as Deputy Sheriff effective 1/18/26 with a starting wage of \$67,549.91. Seconded by Buban. All voted aye.

Buban motioned to approve the DHS Tax Suspension List letter. Seconded by Harvey. All voted aye.

Harvey motioned to approve Resolution 2026-5. Seconded by Buban. All voted aye.

#### Resolution # 2026-5

WHEREAS, it has been determined by the Board of Supervisors of Appanoose County, Iowa, that Tax Sale #3125: Coal located in the Northeast, Southeast 25 Acres in Section 29, Township 68, Range 17, Appanoose County, Iowa (Parcel 020131005720000, lying under Parcel 020131001750000) 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 February 2, 2026 at 9:05 A.M. in the Appanoose County Courthouse to consider the sale of the above-described property upon motion by Harvey and seconded by Buban.
2. That following the Disposal of Coal Rights Policy (effective 10/20/2025) a public hearing will be held in which the property will be sold to the qualified buyer(s) with the county reserving the right to accept or reject any or all bids; who will pay \$100 which will cover the recording and publication costs.
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 19<sup>th</sup> day of January 2026.

APPANOOSE COUNTY BOARD OF SUPERVISORS

Ayes: /s/Jeff Kulmatycki, Dustin Harvey, Scott Buban Nays: none

ATTEST: /s/Kelly Howard, County Auditor

Buban motioned to approve Resolution 2025-6. Seconded by Harvey. All voted aye.

#### Resolution # 2026-6

WHEREAS, it has been determined by the Board of Supervisors of Appanoose County, Iowa, that Tax Sale #3126: Coal located in the Southeast Southeast 10 Acres in Section 29, Township 68, Range 17, Appanoose County, Iowa (Parcel 020131005730000, lying under Parcel 020131001760000) 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 February 2, 2026 at 9:10 A.M. in the Appanoose County Courthouse to consider the sale of the above-described property upon motion by Buban and seconded by Harvey.
2. That following the Disposal of Coal Rights Policy (effective 10/20/2025) a public hearing will be held in which the property will be sold to the qualified buyer(s) with the county reserving the right to accept or reject any or all bids; who will pay \$100 which will cover the recording and publication costs.
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 19<sup>th</sup> day of January 2026.

APPANOOSE COUNTY BOARD OF SUPERVISORS

Ayes: Jeff Kulmatycki, Dustin Harvey, Scott Buban Nays: none

ATTEST: Kelly Howard, County Auditor

County Engineer, Brad Skinner provided an update to the board. They received the bridge inspection list. Four bridges have been identified. One is a railroad bridge, one is getting a new deck plank installed and the last two are in the FY27-FY28 program. The City of Mystic has been awarded funds for a bridge replacement project that Secondary Roads will perform. They been working on the budget to look at additional savings.

Public Comments: none

Buban motioned to adjourn. Seconded by Harvey. All voted aye.

The Board adjourned to meet the call of the Auditor at 9:13 A.M.

Appanoose County Board of Supervisors

Attest:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Kelly Howard, Appanoose County Auditor

Iowa Department of Health and Human Services  
 REPORT OF LOCAL ADMINISTRATIVE EXPENSE

Appanoose COUNTY

Payments from County General Fund

Quarter Ended 12/31/2025

Claim No.	Payee	Item	Warrant		Partic. Amount	Cost Center	St Office Use	FFP%
			Date	Num				Used
1	Rebecca Pfannebecker	Janitor 180.00	10/31/25	68936	\$15.37			
%	Rebecca Pfannebecker	Janitor 225.00	11/30/25	69410	\$19.22			
%	Rebecca Pfannebecker	Janitor 180.00	12/31/25	69932	\$15.37			
	Indirect Cost for Quarterending 12/31/2025				\$13,858.50			
*Indicates a partial payment of a shared bill 0.0256%								
%HHS pays 8.54% of total bill								
To: State Department of Human Services, Des Moines, Iowa					TOTAL			\$13,908.46

I hereby certify that expenditure for local administrative expenses in the amounts shown above were made and entered on the records of the fund specified.

1-15-26 Kris A

470-0033 (Rev. 1/07)

Date

Local Administrator

## **Report of Director of Veterans Affairs**

## AGREEMENT FOR EMERGENCY MEDICAL

THIS AGREEMENT FOR EMERGENCY MEDICAL SERVICES (this "Agreement") is entered into to be effective this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between APPANOOSE COUNTY (the "County") and the CITY OF CENTERVILLE, IOWA, an Iowa municipal corporation (the "City"), (the County and the City also referred to herein individually as "Party," and together, as the "Parties.")

### WITNESSETH:

WHEREAS, the County has determined that it is in the public interest to ensure that adequate ambulance services are available to people located within Appanoose County, Iowa; and

WHEREAS, the County and the City desire to join efforts to provide such essential ambulance services to people located within Appanoose County.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of other good and valuable consideration, the parties hereto agree as follows:

### ARTICLE I

#### Specifications as Required by Iowa Code Section 28E.5

- 1.1 Term. Subject to the approval of the respective governing bodies of the Parties, the initial term of this Agreement shall commence July 1, 2024, and unless extended or terminated in accordance with the terms herein, shall expire June 30, 2025 (the "Initial Term").
  - 1.1.1 Renewal. If neither of the Parties terminate this Agreement by providing 90 days' written notice to the non-terminating Party, then this Agreement shall renew for a term of 1 year (the "Term").
  - 1.1.2 Termination. Either Party may terminate this Agreement at any time for any reason and thereby terminate all of its rights and obligations under this Agreement. If terminated, the County shall owe the City all payments due of the EMS Fee (hereinafter defined) and owing up to the date of termination.
- 1.2 Administrator. No separate legal or administrative entity shall be established in order to administer this Agreement. The City Administrator for the City of Centerville (the "Administrator") shall be designated as the Administrator for the joint undertaking contemplated by this Agreement. If at any time the position of City Administrator of Centerville is vacant, the role of Administrator of this Agreement shall be filled by the City Clerk of Centerville or such other person or entity as the City, in its sole discretion, may designate by resolution.
- 1.3 Purpose. The Parties enter into this Agreement pursuant to Iowa Code Section 28E.32 for the purpose of providing the County with emergency medical services ("EMS") as defined in Iowa Code Section 147A.1(5) as an integrated medical care delivery system to provide emergency and nonemergency medical care at the scene or during out-of-hospital patient transportation in an ambulance. In accordance with the terms of this Agreement, the City will provide persons located within Appanoose County such EMS as may be requested through the Dispatch Center operating from the Appanoose County Law Center located at 22158 Dewey Road, Centerville, Iowa 52544 ("Dispatch").

1.4 Property. The City, in fulfilling its obligations pursuant to this Agreement, shall provide and use its own EMS supplies, equipment, and ambulance(s). No real property shall be jointly acquired to carry out the terms of this Agreement. Accordingly, there will be no real property to dispose of upon termination of this Agreement.

## ARTICLE 2

### Services Agreement

2.1 Services. Subject to the terms, conditions, and limitations of this Agreement, the City shall provide EMS to the County.

2.1.1 Employees. The City shall be responsible for employing or contracting with companies or individuals to provide EMS. EMS personnel shall always remain under the control of the City and subject to the obligations and benefits of the City.

2.1.2 Equipment. The City will own, maintain, house and staff the EMS equipment used for the purposes of this Agreement.

2.1.3 Territory. The City shall provide EMS for calls to Dispatch originating outside the corporate limits of the City, but within Appanoose County, Iowa (the "Service Area").

2.1.4 Contingency Plan. If the City is unable to timely respond to an EMS request originating from the Service Area, then the Parties will act in accordance with Iowa law and any Appanoose County EMS Contingency Plan or similar agreement, then in effect.

2.2 Duties of Administrator. Along with the general obligation under Iowa Code Chapter 28E to administer this Agreement, the Administrator shall also be responsible for: (a) accounting for all expenses incurred under this Agreement, (b) delivering payments received from the County to the City, (c) delivering a year-end accounting to the City and the County; and (d) carrying out all other actions necessary or appropriate to accomplish the purpose of this Agreement, including (but not limited to) timely completion of all filings required by Iowa Code Section 28E.8. All payments, reports, and other documents required to be sent under the terms of this Agreement will be sent to the respective Party at the address set forth below. The Administrator shall not have the authority to acquire or dispose of real property under this Agreement.

2.3 Default. If the City or the County default in the performance of any obligation hereunder and said default is not cured within thirty (30) days after notice thereof (a "Default Notice") is sent to such defaulting Party (or, if said default is of such a nature that it cannot be reasonably cured within such thirty (30) day period, such defaulting Party fails to commence the curing of said default within such thirty (30) day period and to thereafter prosecute and complete such cure with diligence within ninety (90) days after such default notice is sent to such defaulting Party), then, in addition to its other remedies at law and in equity, the non-defaulting Party may terminate this Agreement, in which event such termination shall be effective as of the date of such notice of termination.

2.4 Compensation.

2.4.1 EMS Fee. Pursuant to Iowa Code Section 28E.32(3), the Administrator, on or before January 31<sup>st</sup> of the preceding Fiscal Year, shall provide to the County the City's budget amount for providing EMS to the County (the "EMS Fee"). In exchange for the City providing EMS within the Service Area, the County shall pay to the City the EMS Fee.

2.4.2 Payments. The County shall pay to the City the EMS Fee in two equal installment payments. The first said payments of the EMS Fee shall be due on December 1<sup>st</sup> of the Term, and the second payment shall be due on the 1<sup>st</sup> day of the last month of the Term.

2.5 Reporting. The Administrator shall provide to the County an annual accounting of costs, reimbursements, and total call volume no later than December 1<sup>st</sup> following the end of the Fiscal Year.

2.6 Insurance. The City shall obtain and keep active such bodily injury liability, property damage liability, and workers compensation insurance for EMS equipment and personnel as required by applicable Federal and State law.

### ARTICLE 3

#### Indemnity

The City shall indemnify, defend and hold harmless the County and its board of supervisors, elected officials, officers, employees, and agents, from and against all suits, proceedings, claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees and other defense costs, to the extent arising from or in connection with the City's obligations under this agreement.

The County shall indemnify, defend and hold harmless the City and its council, elected officials, officers, employees, and agents, from and against all suits, proceedings, claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees and other defense costs, to the extent arising from or in connection with the County's obligations under this agreement.

### ARTICLE 4

#### Miscellaneous

4.1 Modification or Amendment. All modifications or amendments to this Agreement must be in writing, approved by the Parties, and filed with the Iowa Secretary of State in accordance with Iowa Code Chapter 28E.

4.2 Notice. All notices and other communications given pursuant to this Agreement shall be in writing (unless expressly provided otherwise herein) and shall be (a) mailed by first class, united states mail, postage prepaid, certified, with return receipt requested or deposited with a nationally-recognized overnight courier and addressed to the parties hereto at the address specified below, (b) hand delivered to the intended address, or (c) sent by facsimile transmission followed by a confirmatory letter by one of the foregoing means. All notices shall be effective upon receipt or refusal at the address of the addressee. The addresses of the parties are as follows:

The County:

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

The City/ The Administrator:

City Administrator  
City of Centerville  
312 E. Maple St.  
Centerville, IA 52544

The Parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

- 4.3 **Assignment.** The Parties shall not transfer or assign this Agreement or any part hereof or any of its rights or obligations hereunder without the prior written consent of the other Party. The assigning Party shall not be released from any obligations that arose before the date of such assignment or that arise after the date of such assignment. Any assignment or attempted assignment not made strictly in accordance with the foregoing shall be void and shall be deemed to be a default of the assigning Party's obligations hereunder.
- 4.4 **Headings.** All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this agreement.
- 4.5 **Succession.** This Agreement shall be binding upon and inure to the benefit of the City and its successors and assigns, and shall be binding upon and inure to the benefit of the County and its permitted successors and permitted assigns.
- 4.6 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.
- 4.7 **Entire Agreement.** This Agreement hereto constitutes the entire agreement between the City and the County pertaining to the subject matter hereof, and any and all previous agreements (written or oral) entered into between the Parties hereto relating to the provision of EMS shall be deemed merged herewith.
- 4.8 **Severability.** If any provisions of this Agreement shall be found to be invalid or unenforceable to any extent, the remainder of this agreement shall not be affected thereby and this Agreement shall be enforced to the greatest extent permitted by law.
- 4.9 **Governing Law.** This Agreement shall be governed by the laws of the state of Iowa.
- 4.10 **Attorneys' Fees.** The prevailing Party in any legal proceeding regarding this Agreement shall be entitled to recover from the other Party all reasonable attorneys' fees and costs incurred in connection with such proceeding.
- 4.11 **Filing.** This Agreement, when executed, shall be filed with the Secretary of State of Iowa and filed and recorded with the Appanoose County Recorder, to become effective as provided by Section 28E.8 of the Code of Iowa.

REMAINDER OF PAGE INTENTIONALLY BLANK.

SIGNATURE PAGE(S) FOLLOWS.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Effective Date.

**THE CITY:**

City of Centerville, Iowa  
an Iowa municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**THE COUNTY:**

Appanoose County, Iowa

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

RESOLUTION 2026-7

SALE OF COUNTY'S INTEREST IN CERTAIN REAL PROPERTY

WHEREAS, Appanoose County has an interest in certain real property legally described as follows:

Parcel #020131005720000

Coal located in the Northeast, Southeast 25 Acres in Section 29, Township 68, Range 17,  
Appanoose County, Iowa, lying under Parcel 020131001750000.

WHEREAS, Appanoose County is desirous of disposing of its interest in the above legally described property by transferring ownership to: Merle Nisley in the amount of One Hundred dollar(s) all its right, title, interest, estate, claim and demand, in the above described real estate.

WHEREAS, the Board is desirous of disposing of the County's interest in the real property as required by Iowa Code Section 331.361; has held a public hearing on the proposed property sale in accordance with Iowa Code Section 331.305; has published notice of the time and place of the public hearing on the proposed property sale; and has solicited public comment and input on the proposed property sale prior to finally acting on such proposal.

NOW, THEREFORE, BE IT RESOLVED that payment is due by the close of business on the day of passage of this resolution or this sale is null and void and this resolution shall be rescinded.

BE IT FURTHER RESOLVED that, after a public hearing on the matter, the Appanoose County Board of Supervisors resolves to execute a Quit Claim Deed to transfer any ownership it may have to the owner(s) named above, all its right, title, interest, estate, claim and demand, in the above described real estate in Appanoose County, Iowa.

PASSED AND APPROVED this 2<sup>nd</sup> day of February 2026

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Jeff Kulmatycki  
Chairperson, Board of Supervisors

ATTEST:

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Kelly Howard, Appanoose County Auditor

RESOLUTION 2026-8

SALE OF COUNTY'S INTEREST IN CERTAIN REAL PROPERTY

WHEREAS, Appanoose County has an interest in certain real property legally described as follows:

Parcel #020131005730000

Coal located in the Southeast Southeast 10 Acres in Section 29, Township 68, Range 17,  
Appanoose County, Iowa lying under Parcel 020131001760000.

WHEREAS, Appanoose County is desirous of disposing of its interest in the above legally described property by transferring ownership to: Merle Nisley in the amount of One Hundred dollar(s) all its right, title, interest, estate, claim and demand, in the above described real estate.

WHEREAS, the Board is desirous of disposing of the County's interest in the real property as required by Iowa Code Section 331.361; has held a public hearing on the proposed property sale in accordance with Iowa Code Section 331.305; has published notice of the time and place of the public hearing on the proposed property sale; and has solicited public comment and input on the proposed property sale prior to finally acting on such proposal.

NOW, THEREFORE, BE IT RESOLVED that payment is due by the close of business on the day of passage of this resolution or this sale is null and void and this resolution shall be rescinded.

BE IT FURTHER RESOLVED that, after a public hearing on the matter, the Appanoose County Board of Supervisors resolves to execute a Quit Claim Deed to transfer any ownership it may have to the owner(s) named above, all its right, title, interest, estate, claim and demand, in the above described real estate in Appanoose County, Iowa.

PASSED AND APPROVED this 2<sup>nd</sup> day of February 2026

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Jeff Kulmatycki  
Chairperson, Board of Supervisors

ATTEST:

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Kelly Howard, Appanoose County Auditor

# TEMPORARY ROAD CLOSURE & DETOUR

## APPANOOSE COUNTY RESOLUTION No. 26-\_\_\_\_\_

### Detour for the Bridge Replacement on 130<sup>th</sup> Avenue

WHEREAS: The Board of Supervisors is empowered under authority of Iowa Code Section 306.4 2025 Code of Iowa to operate and manage the Secondary Road System; and

WHEREAS: The bridge replacement on 130<sup>th</sup> Avenue (S-70) approximately 1.5 miles north of County Highway J-46 will take more than 48 hours to complete, and Iowa Code Chapter 306.41 requires that a numbered road have an authorized detour if closed for more than 48 hours; and

WHEREAS: The County Engineer recommends closure of the following Road:

130<sup>th</sup> Avenue (County Highway S-70) 1.5 miles north of County Highway J-46

WHEREAS: The County Engineer recommends that the Official Detour be as follows:

From the intersection of 130<sup>th</sup> Avenue and Highway J-46, west 1 mile on Highway J-46 to the intersection with 120<sup>th</sup> Avenue; thence north 2.5 miles to the intersection with 524<sup>th</sup> Street; thence east 1 mile on 524<sup>th</sup> Street to 130<sup>th</sup> Avenue (County Highway S-70).

NOW THEREFORE, BE IT RESOLVED THAT: the Board of Supervisors of Appanoose County do hereby declare the above described 130<sup>th</sup> Avenue (County Highway S-70) temporarily closed upon initiation of improvements and the described detour established. The County Engineer is further directed to have the appropriate signs placed so to indicate, and that the said closure and detour shall remain in effect until the aforementioned improvements and review by the County Engineer accepting the work is completed.

Passed and Adopted this 2<sup>nd</sup> day of February, 2026

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Chairman Board of Supervisors  
Appanoose County, Iowa

ATTEST:

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Kelly Howard  
Appanoose County Auditor

## CONTRACT

Quote Submittal Date: January 16, 2026 Contract ID: Moulton Maintainer Building Bid Order No: N/A  
 County: APPANOOSE Project Engineer: APPANOOSE COUNTY ENGINEER  
 Cost Center: N/A Object Code: N/A DBE Commitment: N/A  
 Contract Work Type: Build a maintainer shed according to County provided specifications

This agreement made and entered by and between the BOARD OF SUPERVISORS OF APPANOOSE CO., IOWA, CONTRACTING AUTHORITY, AND TBD

It is agreed that the notice and instructions to bidders, the proposal filed by the Contractor, the specifications, the plan, if any, for project(s) listed below, together with Contractor's performance bond, are made a part hereof and together with this instrument constitute the contract. This contract contains all of the terms and conditions agreed upon by the parties hereto. A true copy of said plan is now on file in the office of the Contracting Authority under date of 1/16/26.

PROJECT: Moulton Maintainer Building

COUNTY: Appanoose

WORK TYPE: Build a maintainer shed according to specifications

ACCOUNTING ID: N/A

ROUTE: N/A

LENGTH (MILES): N/A

LOCATION: 107 E 5<sup>th</sup> St Moulton, IA 52572

FUND: Local

The specifications consist of the Standard Specifications for Highway and Bridge Construction, Series 2023 of the Iowa Department of Transportation plus the following Supplemental Specifications, Special Provisions, and addendums: Appanoose County Maintainer Building Specifications provided

Contractor, for and in considerations of \$ \_\_\_\_\_ to provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

Contractor certifies by signature on this contract, under pain of penalties for false certification, that the Contractor has complied with Iowa Code Section 452A.17(8) as amended, if applicable, and Iowa Code Section 91C.5 (Public Registration Number), if applicable.

In consideration of the foregoing, Contracting authority hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications.

It is further understood and agreed that the above work shall also be commenced or completed in accordance with Page 1B of this Contract and assigned Proposal Notes.

To accomplish the purpose herein expressed, the Contracting authority and Contractor have signed this and one other identical instrument.

By \_\_\_\_\_, \_\_\_\_\_  
 Contractor

Contractor (if joint venture)

By \_\_\_\_\_, \_\_\_\_\_  
 Contracting Authority

Contract Award Date

Letting Date: January 16, 2026 Contract ID: Moulton Maintainer Building Bid Order No: N/A

It is further understood and agreed that the above work shall be commenced or completed in accordance with the following schedule:

SITE NUMBER	CONTRACT PERIOD /SITE DESCRIPTION	LIQUIDATED DAMAGES
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Start Date: April 13, 2026 \$1000.00  
Completion Date: June 5, 2026

#### CONTRACT NOTES

Description of Work: Build a Maintainer Shed at the Moulton location

- Each item is to be considered Separately
- Successful contractor must provide proof of adequate insurance as per IDOT spec. 1107.02.
- Start of Construction will be coordinated in accordance with the County Engineer
- Construction shall be done during working hours which are 7:00 AM to 4:00 PM, Monday through Friday.

#### BID SUMMARY

Item No.	Description	Units	QTY	Unit Price	Specification # reference
1	BUILDING	LS	1		2a, 3, 4, 5, 6a, 7, 8, 9, 13a, 14, 15, 16a
2	CONCRETE	LS	1		2b
3	ELECTRICAL	LS	1		6b, 10, 11, 12, 16b
4	PLUMBING	LS	1		13b, 16c
		<b>Project Total</b>			

NOTE: Contracts may be awarded by discipline. (Electrical needs to be independent)