

OFFICE OF THE

*Appanoose County Auditor*

**KELLY HOWARD**

COURTHOUSE  
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Meeting Agenda  
March 19, 2018

The Appanoose County Board of Supervisors will meet Monday, March 19, 2018 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 March 5, 2018 meeting
4. Public Comments
5. Lange Funeral Home: Cremation price increase
6. Jerrod Robinson, Shekar: Iowa Underground Storage Tank Program Environmental Covenant
7. Roger Shindell: Carosh Sanction policy
8. LOSST Committee loan recommendation: Mark Mendick
9. Approve Liquor Licenses: Louies Lakeside & Valley View Event Center (pending dram)
10. Appoint Zoning Commissioners: Randy Walker & David Howe (3 yr term)
11. Set Public Hearing: ZOMA 0318-01
12. Approve Natel telephone service contract
13. Approve DHS cleaning contract
14. Approve Secondary Roads Quarterly transfer \$172,840.50
15. County Engineer
  - a. 318<sup>th</sup> Ave Right-of-way vacation resolution
  - b. Union 10 hour day proposal
  - c. Report
16. CDS Coordinator
17. Approve reports (payroll, prisoner room & board transfer)
18. Approve bills
19. Adjourn

Posted 3/14/18



March 5, 2018

Appanoose County Board of Supervisors met in regular session March 5, 2018 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Mark Waits, Chairman, Neal Smith and Linda Demry, Boardmembers. Absent: None.

Meeting started with the Pledge.

Waits requested to table #6 (Lange Funeral Home). Smith motioned to approve the agenda with the deletion of Lange Funeral Home. Seconded by Demry. All voted aye.

Demry motioned to approve the minutes of the February 20, 2018 meeting. Seconded by Smith. All voted aye.

Robert Ritter questioned the 100 year flood plan and the two pass road grader policy. Randall Raskie, Road Foreman, addressed the two pass system. Waits referred Ritter to the Army Core for spillway data. County Engineer, Matt Haden was not present to address the county's part of the 100 year flood.

CJ Hash from the LOSST committee presented a \$10,000, 5 year, 3% interest loan for Mark Mendick to be approved by the board. Equipment would be used as collateral. Demry asked if he has applied anywhere else. Hash did not have that information. Waits said they will act on it at the March 19<sup>th</sup> meeting.

Smith motioned to approve the liquor licenses for Wray's American Smoked Meats and Brownie's Bait-Breakfast-Beer. Seconded by Demry. All voted aye.

FYI-Jennifer White resigned her full-time position effective 2/23/18 for Public Health, but will continue part-time starting 2/26/18 at her regular rate of pay

FYI-Hannah Wiltamuth was hired as full-time Naturalist starting 2/21/18 for \$38,000 a year in the Conservation Department. Wiltamuth spoke about her background. Conservation Director, Phil Visser, stated she will shared 25% of the time with Wayne County starting 7/1/18. He also gave an update on the Conservation Department.

Smith motioned to open the public hearing for the FY2018/2019 County Budget at 9:15 A.M. Seconded by Demry. All voted aye. Questions from the public included: the levy rate for Secondary Roads, making Secondary Roads part-time, involvement in IPERS; the budgeted library contribution, the revenue being lower than expenses, the cost of out of county housing over previous year's budget, and the 5 year plan for Secondary Roads. Demry motioned to close the county budget public hearing at 9:29 A.M. Seconded by Smith. All voted aye. Smith motioned to approve the FY2018-2019 County Budget. Seconded by Demry. All voted aye.

Demry motioned to approve resolution #2018-15. Seconded by Smith. All voted aye.

#### RESOLUTION # 2018-15

WHEREAS, the Appanoose County Compensation Board meets annually to recommend a compensation schedule for elected officials for the fiscal year immediately following, in accordance with Iowa Code Chapters 331.905 and 331.907, and

WHEREAS, the Appanoose County Compensation Board met on November 28, 2017, and made the following salary recommendations for the following elected officials for the fiscal year beginning July 1, 2018:

<u>Elected Official</u>	<u>Current Salary</u>	<u>Proposed Increase</u>	<u>Recommended Salary</u>
Auditor	\$55,846.75	4%	\$58,080.62
County Attorney	\$89,327.09	6%	\$94,686.72

Recorder	\$55,846.75	4%	\$58,080.62
Sheriff	\$74,547.47	5%	\$78,274.84
Supervisors	\$29,441.50	2%	\$30,030.33
Treasurer	\$55,846.75	4%	\$58,080.62

THEREFORE, BE IT RESOLVED that the Appanoose County Board of Supervisors approves the following salary adjustments for the following elected officials for the fiscal year beginning July 1, 2018:

<u>Elected Official</u>	<u>Current Salary</u>	<u>Approved Increase</u>	<u>Approved Salary</u>
Auditor	\$55,846.75	2%	\$56,963.69
County Attorney	\$89,327.09	3%	\$92,006.90
Recorder	\$55,846.75	2%	\$56,963.69
Sheriff	\$74,547.47	2.5%	\$76,411.16
Supervisors	\$29,441.50	1%	\$29,735.92
Treasurer	\$55,846.75	2%	\$56,963.69

Approved this 5<sup>th</sup> day of March, 2018.

APPANOOSE COUNTY BOARD OF SUPERVISORS

/s/Mark Waits

/s/Neal Smith

/s/Linda Demry

Attest:/s/Kelly Howard

Ritter stated he would wait for Haden to be present at a meeting to raise his concerns.

Demry motioned to pursue Natel's telephone service. Seconded by Smith. All voted aye.

Demry motioned to approve the corrected Final Lakeview Subdivision Plat. Seconded by Smith.

All voted aye.

Raskie updated the board on Secondary Roads projects. The Smith Walker Bridge will be let March 20<sup>th</sup>, while the Brinegar Bridge will be let in April. The crews continue to work on brush cutting, daylighting corners, and picking up trash. Rex Peterson asked about treating the stumps. Raskie stated they are. Ritter asked about bringing the berms to the middle of the road to get the roads dried out faster. Raskie stated due to weather conditions there is a timing to reincorporate it back into the road.

CDS Coordinator, Stephanie Koch, stated she will be doing de-escalation tomorrow and Wednesday. The Board, Public Health, Library, and a front desk employee for the city will be participating. They continue to look for landlords for transitional housing here in town. She continues to work with walk-ins and housing issues. The crisis stabilization housing in Wapello County serving Appanoose County will open in May.

Demry motioned to approve payroll. Seconded by Smith. All voted aye.

Ability Ntwk	Off. Equip Repair & Maint	109.20
Iowegian	Typing-Print.-Bind.Serv.	560.28
App Co Sheriff	Sheriffs Transportation	186.94
Bailey Off	Off. Supplies & Forms	151.89
Denise Ballanger	Twp Clk & Trustees	20.00
Banleaco	Off. Equip Repair & Maint	262.31
Carpenter Uniform	Uniforms	175.98
Cville Wtrwks	Water & Sewer	164.81
Centurylink	E911 Telephone Expense	255.98
Gary Chaplin	Twp Clk & Trustees	20.00
City Cville	Salary-Regular Employees	4981.09
Bruce Clark	Twp Clk & Trustees	20.00
CMI	Law Enf. Equip & Weapons	349.00

Davis, Rex	Twp Clk & Trustees	20.00
Linda Demry	Mileage & Transp. Expense	105.30
Randy Eddy	Twp Clk & Trustees	20.00
Farm & Home Publishers	Off. Supplies & Forms	307.50
First Bkcd	Off. Supplies & Forms	50.00
Chancie Fitzwater	Rent Payments	500.00
Fogle TV	Off. Equip Repair & Maint	101.51
PJ Greufe	Health Insurance	1500.00
Hardin Co Sheriff	Legal Serv. Dep-Subp-Tran	77.26
Hy-Vee	Food Preparation Service	2190.00
Johnson Co Sheriff	Sheriffs Transportation	61.59
Junction Inn	Ongoing Rent Subsidy	275.00
D Kauzlarich	Twp Clk & Trustees	20.00
Kone	Heat-Cool-Elevator-Rpr-Mn	748.96
Danielle Kratofil	Twp Clk & Trustees	20.00
D Laurson	Twp Clk & Trustees	20.00
J Lawson	Twp Clk & Trustees	20.00
Matthew Lowe	Twp Clk & Trustees	20.00
Ron Mason	Twp Clk & Trustees	40.00
M Masters	Twp Clk & Trustees	20.00
Mercy Medical Center	Educational & Train.Serv.	45.00
M&M Sales	Off. Supplies & Forms	362.16
Mobley, Joan	Twp Clk & Trustees	20.00
T Mobley	Twp Clk & Trustees	20.00
Muscatine Sheriff	Legal Serv. Dep-Subp-Tran	53.00
Natel	Telephone & Telegr.Serv.	386.67
Petty C-Sheriff	Fuels	69.99
J Phillips	Twp Clk & Trustees	20.00
Polk Co Treas	Medical & Health Services	342.70
Poweshiek Co Sheriff	Sheriffs Transportation	56.98
Prof Computer	Off. Equip Repair & Maint	80.00
River Hills	Medical & Health Services	525.00
C Sebolt	Twp Clk & Trustees	20.00
R Sebolt	Twp Clk & Trustees	20.00
Gary Smothers	Twp Clk & Trustees	20.00
Solutions	Off. Supplies & Forms	243.30
B Tait	Twp Clk & Trustees	40.00
S Tait	Twp Clk & Trustees	20.00
Sandra Tripp	Rent Payments	400.00
Underwood Law	Legal Aid	481.50
US Cellular	Telephone & Telegr.Serv.	624.92
Joe Walker	Twp Clk & Trustees	20.00
Windstream	Telephone & Telegr.Serv.	944.14
W A Wright	Twp Clk & Trustees	20.00
J Zaputil	Twp Clk & Trustees	20.00
Grand Total		18229.96

Smith motioned to approve bills. Seconded by Demry. All voted aye.

Demry motioned to adjourn. Seconded by Smith. All voted aye.

The Board adjourned to meet at the call of the Auditor at 9:41 A.M.

Appanoose County Board of Supervisors

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Attest:

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Kelly Howard, Appanoose County Auditor

# Lange Funeral Home and Crematory LLC

1900 South 18<sup>th</sup> Street  
Centerville, Iowa 52544  
641-856-2000

103 North John  
Moravia, Iowa 52571  
641-724-3413

**February 14, 2018**

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

RE: Appanoose County Cremation Price

Dear Appanoose County Board of Supervisors,

I am writing to you today in reference to the current Appanoose County cremation assistance price of \$750. I am going to provide a couple of factors why I would like to see the current price increased to \$900 per county cremation provided: \$900 for all cremations provided for deaths occurring within Appanoose County. I also believe an out of county transportation charge should be negotiable for all deaths occurring at least 50 miles from the Centerville City Limits.

1. Inflation: Prices continue to rise to operate our funeral home. We operate as a funeral home first, a crematory second.
2. Out of town deaths: Nearly half of our county cremations occur in either Des Moines or Iowa City at one of the hospitals. Not only does it cost more for transportation, it often takes most of a work day to get the decedent back to our facility. Our funeral home cannot send a part time staff member to pick up the decedent, due to Iowa Law requiring a licensed funeral director to remove a body from the place of death.
3. Neighboring counties have increased their direct cremation price to \$1000-1250.
4. The Current \$750 charge has not increased since its inception.

5. Overhead included for a direct cremation: use of funeral home vehicle, additional staff member to help remove decedent from place of death, mileage on vehicles, \$75 fee for required Medical Examiner Permit signature, use of crematory, refrigeration of remains, container used for cremation, temporary urn for cremated remains, and filing of death certificate.

6. Increase in percentage of cremation deaths: At the time that the charge of \$750 was implemented, the cremation rate in Appanoose County was approx. 5-10 %. In 2017, the cremation percentage in the state of Iowa was 50 %. Our cremation percentage at Lange Funeral Home last year was 51 %. With less traditional casket burials occurring in today's market, funeral homes are operating on less revenue. Simply stated, casket burials provide more profit for funeral homes than cremations. 10-15 years ago it was much easier to offset the \$750 county payment with more traditional casket burials occurring.

\*It should be noted that each county cremation completed requires a significant amount of time by the funeral home, including the following factors:

1. Removal of Decedent
2. Storage of Decedent
3. Arrangement Conference with the family (Approx. 1-1.5 hrs)
4. Completion of necessary paperwork, such as cremation permit, authorization to cremate by N.O.K., Filing of Death Certificate, Obituary to Newspaper, and the Cremation Paperwork (Cremation Log, Receiving Receipt, Permanent Record, and Certificate of Cremation).
5. Cremation of Decedent

Thank you for taking time to read this letter. I know you have busy work schedules with a tremendous amount of responsibility. I know that my father, Tom, and myself, appreciate the support we have received from the Appanoose County Board of Supervisors through the years.

Do not hesitate to contact me at Lange Funeral Home (641-856-2000) with further questions. I would also be glad to stop by the courthouse to be of further assistance.

With respect,

Benjamin A. Lange  
Lange Funeral Home and Crematory



Type / Title of Document: Iowa Environmental Covenant

Return Document to:

Name: Chandra Shekar c/o Shekar Engineering

Address: 2600 MLK Jr. Parkway, Suite 200, Des Moines, Ia 50310  
Street Address City Zip

Telephone: 515-334-5062

Preparer Information

Name: Jerrod Robinson

Address: 2600 MLK Jr. Parkway, Suite 200, Des Moines, Ia 50310  
Street Address City Zip

Telephone: 515-782-0876

Taxpayer Information

Name: Same as Grantor

Address: \_\_\_\_\_  
Street Address City Zip

Telephone: 641-856-6191

Grantor(s): Appanoose County T. S. #4716

201 North 12<sup>th</sup> Street

Centerville, Ia 52544

Holder(s) / Grantee(s): Same as Grantor

Legal Description, including parcel identification number, if available:

Commencing Fifty (50) feet South Northwest Corner Northwest Southwest Section 32 Township 69 Range 17, Thence East Ten (10) Rods, South Sixteen (16) Rods, West Ten (10) Rods, North Sixteen (16) Rods to Beginning.

Parcel #290251005540000

IOWA ENVIRONMENTAL COVENANT  
PROPERTY INTEREST FORM

To: Iowa Department of Natural Resources (DNR)  
Wallace State Office Building  
902 E 9<sup>th</sup> Street  
Des Moines, IA 50319

Re: Environmental Covenant Supporting Documentation  
Subject Property Location: 22913 Hwy 2, Centerville, Ia 52544  
Source Site Location: 22913 Hwy 2, Centerville, Ia 52544  
DNR File Reference: [LUST No. 8LTR80, UST No. 8605169]

This document is submitted with the attached environmental covenant to certify that Shekar Engineering has conducted a thorough search of the real estate records and has identified the following legal and equitable interests in the property in accordance with Department rules in chapter 567 IAC 14.

**DIRECTIONS:** For each applicable section to the property at hand, include the following:

- Name as written on filed instrument
- Address and Phone Number of Party listed
- The book, page number, or file reference where the instrument describing the interest can be found
- A COPY of the instrument itself

FEE TITLE OWNER

1. The current fee title interests evidenced by a warranty deed, deed of trust or similar instrument:
  - a. Tax Sale Deed by Appanoose County, 201 North 12<sup>th</sup> Street, Centerville, Ia, 52544. 641-856-6191.
  - b. File No. 1736, Book 165, Page 51.
2. Current property interests evidenced by a "Quit Claim Deed":
  - a. \_\_\_\_\_
  - b. Not Applicable – Same as Above

**CONTRACT INTEREST**

1. Current contract buyers or assignees of contracts for the sale of the property:

a. Not Applicable – Same as Fee Title Owner Information

b. \_\_\_\_\_  
\_\_\_\_\_

2. Current contract sellers of the property:

a. Not Applicable – Same as Fee Title Owner Information

b. \_\_\_\_\_  
\_\_\_\_\_

**LEASEHOLDERS**

1. All current leaseholders, whether recorded or not:

a. Not Applicable – Same as Fee Title Owner Information

\_\_\_\_\_

**MORTGAGES**

1. Current recorded mortgages (i.e., persons and institutions who have filed a mortgage interest against the property):

a. Not Applicable – Same as Fee Title Owner Information

b. \_\_\_\_\_  
\_\_\_\_\_

**LIENS**

1. Any recorded liens against the property:

a. Not Applicable – Same as Fee Title Owner Information

b. \_\_\_\_\_  
\_\_\_\_\_

**OTHER INTERESTS**

1. Not Applicable – Same as Fee Title Owner Information

2. \_\_\_\_\_  
\_\_\_\_\_

Prepared By:

\_\_\_\_\_  
**PRINT NAME & DATE**

\_\_\_\_\_  
**SIGNATURE**

I have already  
filed + signed  
← this form -  
been submitted  
to I SUR  
already.



on the 20th day of December, A.D. 1999, it appears that notice has been given more than ninety days before the execution of this deed to Patsy Dudenhoeffer, Exec. for Max Joseph, Seligman Data Corporation, First Bank (Metropolitan), James Milani, Marvin Colton, Katherine D. Stoddard, Shriners Hospitals for Crippled Children, First Affiliated Securities Inc., Bill J. Bailey, Smith Barney Shearson Inc., Chevron Corporation, SBM Financial Services Inc., Edward D. Jones and Co., Fidelity Investments, Inc., Fidelity Brokerage Services Inc., Appanoose County and unknown parties of interest \_\_\_\_\_ of the expiration of the time of redemption allowed by law; and \_\_\_\_\_ year(s) have elapsed since the date of the sale, and the parcel has not been redeemed.

Now I, Mary Kay Williams, Treasurer of Appanoose County, for the consideration of the stated sum paid to the Treasurer and by virtue of law, have granted, bargained, and sold, and by these presents do grant, bargain, and sell to Appanoose County \_\_\_\_\_ and that person's heirs and assigns, the parcel described, to have and to hold unto that person (or \_\_\_\_\_), and that person's heirs and assigns, forever; subject, however, to all the rights of redemption provided by law.

IN WITNESS WHEREOF, I, Mary Kay Williams, Treasurer of Appanoose County, by virtue of the authority vested in me, have subscribed my name on this 30th day of January, A.D. 2004.

*Mary Kay Williams*  
Mary Kay Williams  
 Treasurer of Appanoose County

STATE OF IOWA APPANOOSE County, ss.

I HEREBY CERTIFY that before me, Sharon Tice in and for said

County, personally appeared the above named Mary Kay Williams, Treasurer of the County, personally known to me to be the Treasurer of the County at the date of the execution of the above conveyance, and to be the identical person whose name is affixed to and who executed the above conveyance as Treasurer of the County, and acknowledged the execution of the conveyance to be the Treasurer's voluntary act and deed as Treasurer of the County for the purposes expressed in the conveyance.

Given under my hand and seal this 30th day of January, A.D. 2004.

*Sharon Tice*  
 SHARON TICE  
 Clerk of District Court  
 Appanoose County

Signatures: The names of all signators, including the names of all acknowledging officers shall be typed or legibly printed beneath the original signatures (§391.602 Iowa Code).

Statutory References: 448.1 Deed executed, immediately after the expiration of ninety days from the date of completed service of the notice provided in section 447.12 the county treasurer shall make out a deed for each parcel sold and unredeemed, and deliver it to the purchaser upon the return of the certificate of purchase. The treasurer shall receive twenty-five dollars for each deed made by the treasurer, and the treasurer may include any number of parcels purchased by one person in one deed, if authorized by the treasurer. (91 Acts, ch 191, §100 HF 687, 1991 amendment effective April 1, 1992; 91 Acts, ch 181, §124 HF 687, Section amended.)

TAX SALE #1997-4716  
 TAX SALE DEED

Max W. Joseph  
 and  
 Yelda Joseph  
 TO  
 Appanoose County

STATE OF IOWA,  
 APPANOOSE County

Entered for taxation this 30 day of Jan, A.D. 1999  
1917 186 Auditor.

Filed for record this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M. and recorded in Book \_\_\_\_\_ of \_\_\_\_\_ on Page \_\_\_\_\_

Recorder: \_\_\_\_\_ Deputy: \_\_\_\_\_

Recording fee \$ \_\_\_\_\_ AFTER RECORDING MAIL TO: \_\_\_\_\_

**IOWA UNDERGROUND STORAGE TANK PROGRAM  
ENVIRONMENTAL COVENANT**

This environmental covenant is established pursuant to Iowa Code (IC) chapter 455I entitled Uniform Environmental Covenants Act.

Appanoose County T.S. #4716, hereafter "grantor(s)," and the Department of Natural Resources (Department) in its capacity as an agency of the State of Iowa, enter into this environmental covenant for the purpose of subjecting the property described below to certain activity and use limitations in accordance with the terms and conditions included herein pursuant to the authority granted to the Department in IC chapter 455I, IC § 455B.103(7), and Department rules in chapter 567 Iowa Administrative Code (IAC) 135.

1. **Affected Property.** The grantor(s) identified below is the fee title owner(s) of the property located at 22913 Highway 2, Centerville, Iowa 52544, at which petroleum exists [former Max Joseph property]. The property is legally described as: "Commencing 50 feet South Northwest Corner Northwest Southwest, Section 32, Township 69, Range 17, Thence East Ten (10) Rods, South Sixteen (16) Rods, West Ten (10) Rods, North Sixteen (16) Rods to Beginning."

Hereinafter, the affected property will be referred to as "the property."

2. **Risk Management and Institutional Controls.** Shekar Engineering has conducted a soil and groundwater investigation and risk assessment (tiered site assessment) of the property in accordance with Department rules in chapter 567 IAC 135.

This assessment constitutes an environmental response project as defined in IC § 455I.2(5). The purpose of this environmental covenant is to manage the risk of future exposure to existing soil and/or groundwater contamination at the site by limiting specified land use activities at this property, establishing affirmative obligations, and enforcing the terms of this covenant.

3. **Tiered Assessment Reports.** Department files reference the UST source site located at 22913 Highway 2 Centerville, Iowa by Registration No. 8605169 and LUST NO. 8LTR80. *[The site is currently classified as High Risk: Interim in the most recent SMR dated 5/16/16 conducted by Shekar Engineering. It was recommended by Shekar Engineering to reclassify the site to Low Risk based on the 2015 relocation of the existing PWL to the West side of the property away from the contamination plumes. In a letter dated, 2/15/13, the IDNR approved the 2012 SMR and classified the site as High Risk. Approving and implementing this Environmental Covenant would allow the site to be reclassified to No Action Required].*

4. **Reopening.** The signatories to this covenant acknowledge that failure of the activity and use limitations to serve their intended purpose including the prevention of exposure to contamination could result in the Department reopening its review and regulation of

the contaminant condition on the property as provided under the terms of this covenant, IC chapters 455B and 455I, and applicable Department administrative rules.

**5. Identity of Grantor(s) and Holder(s).**

**GRANTOR(S):** Appanoose County T.S. #4716

**HOLDERS:** Appanoose County T.S. #4716

**AGENCY:** Iowa Department of Natural Resources

**6. Representations and Warranties.** The grantor(s) warrants to the other signatories to this covenant the following:

- a. The grantor[s] is/are the sole fee title owner[s] of the property;
- b. the grantor[s] holds sufficient fee title to the property to grant the rights and interests described in this covenant free of any conflicting legal and equitable claims;
- c. the grantor[s] has/have identified all other persons holding legal or equitable interests, including, but not limited to, contract buyers, mortgage holders, other consensual lienholders and lessees, and secured their consent either by signatures on this covenant or by a separate subordination and consent agreement.

**7. Running with the Land.** This environmental covenant is perpetual and runs with the land as provided in IC § 455I.9 until modified or terminated. The terms of this environmental covenant are binding on the grantors and all successors in interest, assigns and all transferees acquiring or owning any right, title, lien or interest in the property and their heirs, successors, assigns, grantees, executors, administrators and devisees. The term "transferee," as used in this environmental covenant, shall mean any future owner of any interest in the property or any portion thereof, including, but not limited to, owners of an interest in fee simple, contract buyers, mortgagees, easement holders and/or lessees.

**8. Activity and Use Limitations and Terms.** The property is subject to the following activity and use limitations:

Any and all future construction by designated signatories, future fee title owners, contract buyers, lessees or other designated transferees of interests that involves excavation below grade will be restricted to being no closer than within fifty (50) feet south of the north property line. Any underground utility installation within fifty (50) feet of the north property line will require prior notice be submitted to the Department for any guidance and reporting requirements developed by the Department. This may include provisions to establish affirmative obligations to notify the Department regarding changes in use, building permits, etc.

9. Notice of Non-Compliance. Any property owner or subsequent transferee of an interest in the property shall notify the Department as soon as possible of conditions which would constitute a breach of the activity and use limitations in paragraph eight (8) if they have actual knowledge of these conditions or would reasonably be deemed to have knowledge within the normal course of administration of their property interest.

10. Notice to Lessees. Grantor, any holder with a property interest sufficient to grant a lease of the property, and any subsequent transferee shall incorporate the activity and use limitations of this covenant either in full or by reference to this instrument in any lease, license, or other instrument granting a right to possession of the property.

11. Access to Property. Reasonable access to the property is granted the Department or any authorized representative of the Department, public or private, for the purpose of implementation, monitoring and enforcement of the terms of this environmental covenant. The Department, its authorized representatives or other persons entitled to access shall provide the current owner of the property with reasonable notice, an explanation of the reasons for entry and the scope of onsite activities prior to access. Right of access includes, but is not limited to, the following activities:

- a. repair and maintenance of remedial action equipment, soil caps, groundwater monitoring wells and associated aboveground or subsurface structures
- b. fencing and other technological controls
- c. groundwater sampling and monitoring
- d. additional drilling
- e. construction of soil boring and/or groundwater monitoring wells
- f. other activities authorized or otherwise directed by the Department.

*Access is possibly granted to other parties on a case specific basis if acting as an authorized representative of the Department/Appanoose County Board of Supervisors.*

12. Groundwater Hazard Statement Notice. IC § 558.69 requires submission of a groundwater hazard statement and disclosure if “hazardous waste” exists on the property as defined in IC § 455B.411(3) or if the Department determines that solid waste exists on the property that is potentially hazardous. If hazardous waste is present, the groundwater hazard statement must state that the condition is being managed in accordance with Department rules. The signatories and all subsequent transferees required to submit a groundwater hazard statement under Iowa Code section 558.69 shall make reference to this environmental covenant in substantially the following form:

THE INTEREST CONVEYED IS SUBJECT TO  
AN ENVIRONMENTAL COVENANT, DATED [date  
month, day, year] RECORDED IN THE DEED OR  
OFFICIAL RECORDS OF THE APPANOOSE COUNTY  
RECORDER ON [date month, day, year] IN [document,  
book and page, or parcel number].



THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS: Any and all future construction by designated signatories, future fee title owners, contract buyers, lessees or other designated transferees of interests that involves excavation below grade will be restricted to being no closer than within fifty (50) feet south of the north property line. Any underground utility installation within fifty (50) feet of the north property line will require prior notice be submitted to the Department for any guidance and reporting requirements developed by the Department.

**13. Modification and Termination.** Modification or termination of the terms of this covenant shall comply with the standards in IC chapter 455I and applicable Department administrative rules. The terms of this environmental covenant may be modified or terminated by written consent of the Director of the Department, the then current fee simple title owner and all original signatories (unless exempted under the provisions of IC § 455I.10(1)"c" in accordance with and subject to the provisions of IC § 455I.10). The termination or modification is not effective until the document evidencing consent of all necessary persons is properly recorded. If not by consent, any modification or termination of this environmental covenant shall be in accordance with IC § 455I.9 and such additional terms as specified in this covenant.

**14. Enforcement.** The terms of this environmental covenant may be enforced in a civil action for injunctive or other equitable relief by the signatories and those persons authorized by and in accordance with IC § 455I.11. *Additionally, the signatories to this covenant authorize the following person(s) the right to enforce the terms of this covenant as provided in IC § 455I.11(1)"c": Appanoose County Board of Supervisors and/or authorized representative(s)*

**15. Severability.** If any provision of this environmental covenant is found to be unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**16. Governing Law.** This environmental covenant shall be governed by and interpreted in accordance with the laws of the State of Iowa.

**17. Recordation.** Within thirty (30) days after Department approval of this environmental covenant, the grantor[s] shall record the environmental covenant in the same manner as a deed to the property with the Appanoose County Recorder's Office.

**18. Effective Date.** The effective date of this environmental covenant shall be the date upon which the fully executed environmental covenant has been properly recorded with the Appanoose County Recorder's Office.

**19. Notice.** Unless otherwise notified in writing by the Department, any document or communication required by this environmental covenant shall be submitted to:

Iowa Department of Natural Resources  
UST Section Supervisor  
Wallace State Office Building  
502 E 9<sup>th</sup> Street  
Des Moines, IA 50319

20. **Subordination and Consent.** By signing this environmental covenant, the signatories knowingly and intentionally acknowledge their consent to the terms of this agreement and agree to subordinate their interest in the property. The following persons have expressly consented and subordinated interests:

“No subordinated interests.”

21. **Notice of Change in Ownership.** Grantor(s) and holder(s) with sufficient property interest to convey a possessory interest in the property and any subsequent transferee with sufficient interest shall reference and incorporate the terms of this agreement into any subsequent instrument which conveys a possessory interest in the property.

ACKNOWLEDGMENTS

GRANTORS:

Appanoose County T.S. #4716

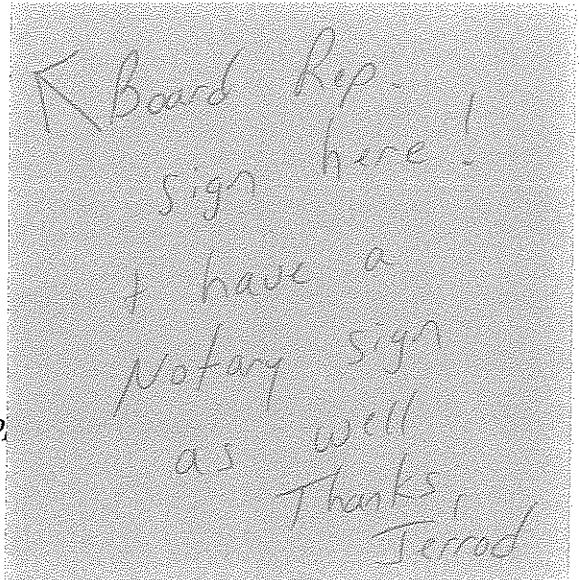
On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, known to me to be the authorized signature person or the lawful designee of the Board of Supervisors who executed the foregoing instrument, and acknowledge that this person executed the same as his/her/their voluntary act and deed.

\_\_\_\_\_  
Signatory Name and Title/Position

\_\_\_\_\_  
Notary Public for State of Iowa

HOLDERS:

*Signatory is same as the signatory for the Grantor (Ap*



AGENCY:

\_\_\_\_\_  
Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Chuck Gipp  
Director, Iowa Department of Natural Resources

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, known to me to be the Director of the Iowa Department of Natural Resources or the lawful designee of the Director who executed the foregoing instrument, and acknowledge that this person executed the same as his/her/their voluntary act and deed.

\_\_\_\_\_  
Notary Public for State of Iowa



**Re: Equipment fro collateral**

Mark Mendick [mmendick@avidkitplanes.com]

Sent: Wednesday, February 07, 2018 6:54 AM

To: Hash,C.J.; undisclosed.for.privacy

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CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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CJ,

Please see list below for items that can be used as collateral. Let me know if there is anything else I need to do in order to keep this loan process moving. I appreciate your help.

Avid Aircraft – List of Collateral Items:

Oxy Acetylene Welding and Torch Kit

Hyster Forklift

Makita Metal Cutting Miter Saw

2X Jet Drill Press

Router Table

DeWalt Wood Miter Saw

Sheet Metal Roll Former

36" Sheet metal brake press

52" National Hydraulic Shear Model #NH5216

10' Brake Press

30 Ton Hydraulic Press

2X Lincoln Idealarc SP150 MIG Welder

Hypertherm Powermax 350 Plasma Cutter

Jet Lathe Model# 1240 PD (12" swing over bed, 40" center to center, 5hp)

Lincoln AC 220 Arc Welder

Jet VBS 500 Vertical Bandsaw

Lind Heliarc 225 Tig Welder

Kind Regards,  
Mark Mendick

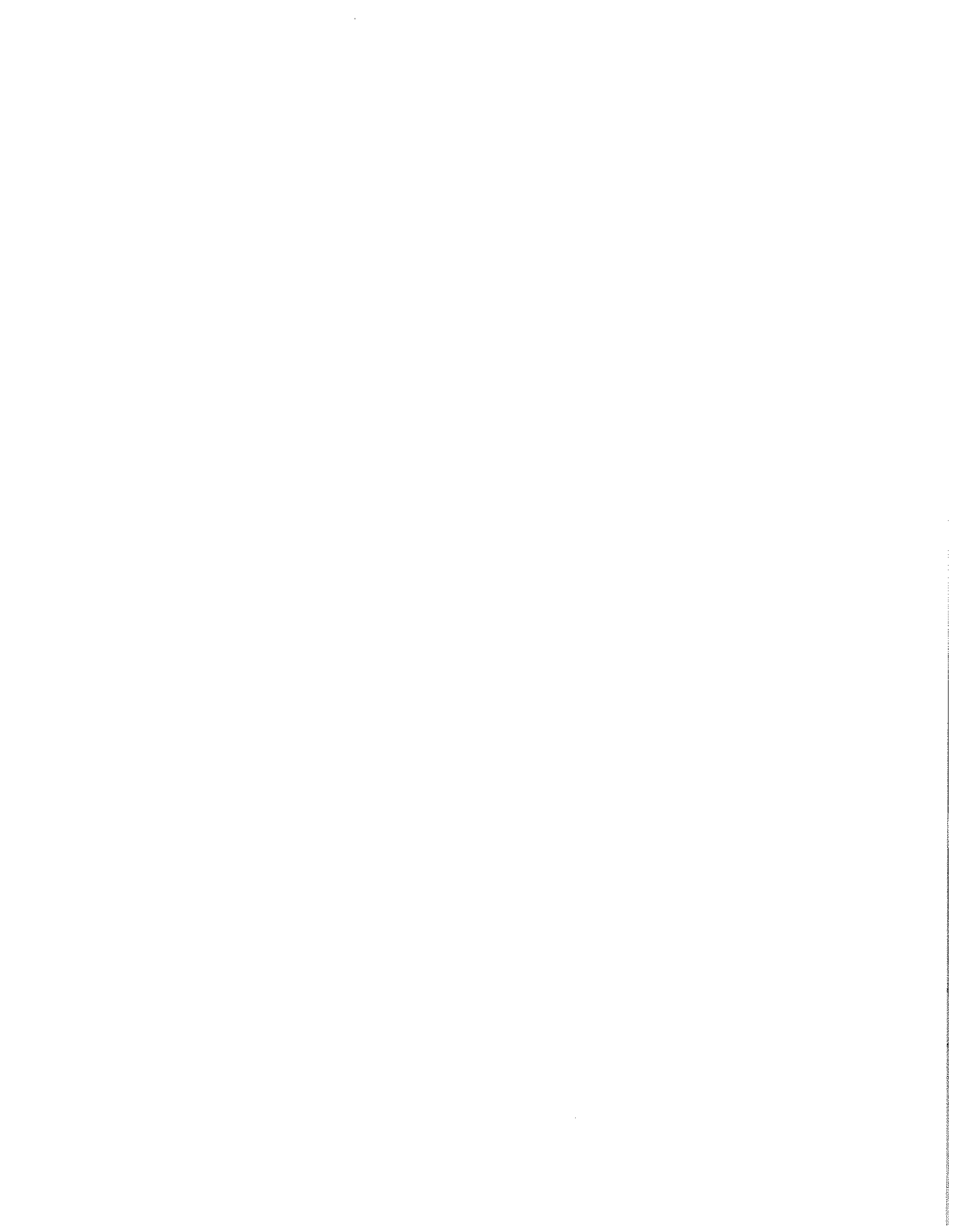
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From: Hash,C.J. <C.J.Hash@edwardjones.com>  
Sent: Monday, February 5, 2018 2:31:02 PM  
To: undisclosed.for.privacy  
Subject: Equipment fro collateral

Good afternoon Mark. Could you give me a list of the equipment that would be used for collateral for the loan with the county. One of the other board members requested that we have that before we make a recommendation on the loan.

Thanks--

CJ Hash





Applicant License Application ( )

Name of Applicant: Valley View Event Center LLC  
 Name of Business (DBA): Valley View Event Center LLC  
 Address of Premises: 22322 278th Avenue  
 City Moulton County: Appanoose Zip: 52572  
 Business (641) 895-5600  
 Mailing 22322 278th Avenue  
 City Moulton State IA Zip: 52572

Contact Person

Name Jerilyn Inman  
 Phone: (641) 895-5600 Email jerilyninman@gmail.com

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

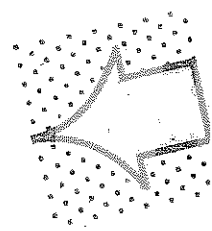
Effective Date: 06/01/2018

Expiration Date: 01/01/1900

Privileges:

- Class C Liquor License (LC) (Commercial)
- Outdoor Service
- Sunday Sales

*Pending Draft Sketch - 10/20/18 - JBI*



Status of Business

BusinessType: Limited Liability Company  
 Corporate ID Number: XXXXXXXXXX Federal Employer ID XXXXXXXXXX

Ownership

Jerilyn Inman

First Name: Jerilyn Last Name: Inman  
 City: Moulton State: Iowa Zip: 52572  
 Position: Owner  
 % of Ownership: 50.00% U.S. Citizen: Yes

Greg Inman

First Name: Greg Last Name: Inman  
 City: Moulton State: Iowa Zip: 52572  
 Position: Owner  
 % of Ownership: 50.00% U.S. Citizen: Yes

Insurance Company Information

Insurance Company: Illinois Union Insurance Company

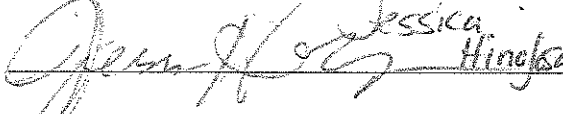


## CONTRACT AND AGREEMENT

This Contract and Agreement made and entered into this \_\_\_\_\_ day of

\_\_\_\_\_, by and between Appanoose County, Iowa and the Appanoose

County Board of Supervisors, parties of the first part, hereinafter called the Board, and

 party of the second part, hereinafter known as janitor of the Appanoose County Department of Human Services.

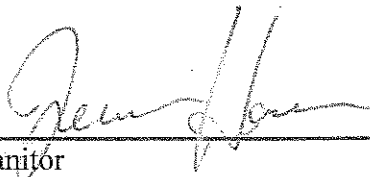
That, for and in consideration of mutual covenants and agreements hereinafter contained, the parties and assigns have mutually agreed and do agree with each other as follows:

1. The parties of the first part do hereby employ party of the second part to furnish his/her services as janitor at the office of the Appanoose County Department of Human Services ending at a two-week notice given by either party or June 30, 2010.
2. Department of Human Services offices located at 209 East Jackson, Centerville, will be cleaned regularly after 4:30 p.m. and/or before 8:00 a.m. and more often if required due to bad weather. The cleaning service will be provided three times a week to include:
  - A. Entire office will be vacuumed three times a week. At least one time a week the vacuuming should include "hard to reach areas."
  - B. Trash cans in all areas, will be emptied three times a week. Trash will be placed in the trash bin outside the office. Trash cans will be cleaned and disinfected as needed.
  - C. Individual offices will be dusted one time a week and only around objects. (Employees are responsible to clean off desks if they want it dusted.)
  - D. Tables, files and other objects in the "open" area of the office shall be dusted one time a week.
  - E. Lounge area, including the table/benches shall be cleaned three times a week. The floor in the lounge will be mopped one time a week or more if needed.
  - F. Furniture in conference room shall be cleaned/dusted one time a week or more if needed.
  - G. Restrooms shall be cleaned three times a week. This will include, cleaning the toilets, sinks and mopping the floors. Paper towel and toilet tissue holders, as well as soap dispensers will be refilled as needed. Stall walls should be cleaned one time a week or more if needed.

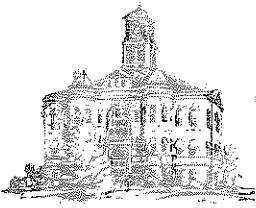
- H. Light fixtures will be kept clean. Change light bulbs as needed.
  - I. Air filters will be changed as requested.
  - J. Clean door windows and mirrors at least one time a week.
  - K. Storage rooms will be kept clean.
  - L. When leaving the office, all lights should be turned out.
  - M. Secretary will be notified when provided supplies are running low.
3. Janitor agrees to provide the cleaning materials and supplies. The Department will provide paper towels, toilet tissue, hand soap and trash bags.
  4. Janitor is bound to the Rules of Confidentiality of the Department of Human Services.
  5. The Board agrees to pay the janitor \$45.00 a week, which will amount to \$90.00 a pay period for 26 pay periods. Janitor agrees to schedule the cleaning time for the DHS Office THREE TIMES A WEEK. Janitor will log his time and submit claim to DHS office each month. (DHS will submit the county claim to the Appanoose County Board of Supervisors).
  6. If, at any time, any of the above provisions are violated and are not Corrected within five (5) days, this Contract and Agreement automatically becomes void without further notice.
  7. DHS administrator will conduct an annual written evaluation.

**APPANOOSE COUNTY BOARD OF SUPERVISORS**

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

Jessica Hinajosa   
\_\_\_\_\_  
Janitor

\_\_\_\_\_  
Service Supervisor



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

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209 East Jackson St.  
Centerville, IA 52544

Phone: 641.437.4332  
Fax: 641.856.5575

Confidentiality Statement

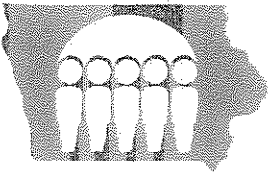
I am acting in a service capacity for the Appanoose County Board of Health. As a service provider, I may have access to confidential information as a part of performing my assigned duties. I understand that any information from this office is not to be shared with anyone and that I am bound by the same Code of Conduct and confidentiality policies and rules that govern State of Iowa employees.

Furthermore, I will always respect the integrity and privacy of the customers of Appanoose County Public Health and will treat all customers with respect.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

2-23-18



# Iowa Department of Human Services

Kim Reynolds  
Governor

Adam Gregg  
Lt. Governor

Jerry R. Foxhoven  
Director

## Confidentiality Statement

I am acting in a service capacity for the Iowa Department of Human Services in their Appanoose County Office. As a service provider, I may have access to confidential information as a part of performing my assigned duties. I understand that any information from this office is not to be shared with anyone and that I am bound by the same Code of Conduct and confidentiality policies and rules that govern State of Iowa Employees.

Furthermore, I will always respect the integrity and privacy of the customers of the Department of Human Services and will treat all customers with respect.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

07-23-18

**RESOLUTION FOR INTERFUND OPERATING TRANSFER**

Whereas, it is desired to transfer monies from the Rural Services Fund to the Secondary Road Fund, and

Whereas, said operating transfer is in accordance with section 331.432, Code of Iowa,

Now, therefore, be it resolved by the Board of Supervisors of Appanoose County, Iowa as follows:

Section 1. The sum of \$ 172,840.50 is ordered to be transferred from the Rural Services Fund to the Secondary Road Fund, effective 03-19-2018.

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 03-19-2018 the vote being as follows:

Ayes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Nays: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attest:

\_\_\_\_\_  
County Auditor



# 10 Hour Day Proposal

At the request of several union members, we have created two different options for the 10 hour summer schedule. The current union contract dictates that the summer hours will be from 6:00 AM to 4:30 PM. In order to change the hours in the contract, a union vote would need to be held. If the union chooses to start the day ½ hour later, the duration of the summer 10 hour days would be extended from 19 weeks to 25 weeks.

	Start Date	End Date	Total Weeks	Majority Votes
10 Hour Days				X
→ 6:30am 5:00pm	April 2	September 21	25 weeks	X
6:00am 4:30pm	April 16	August 24	19 weeks	

Rick Burkland *Rick Burkland* Date: 2-20-18

Nyle Cox *Nyle Cox* Date: 2-20-18

Engineer \_\_\_\_\_ Date: \_\_\_\_\_

DISTRICT COURT OF APPANOOSE COUNTY

REPORT OF FEES COLLECTED

\*\*\*PRISONER ROOM AND BOARD\*\*\*

To the Board of Supervisors of Appanoose County:

I, Jeannie Houser, Clerk/Clerk's Designee of the District Court of the above named County and State, do hereby certify that the following is a true and correct statement of the fees collected by the Clerk of Court for the month of February, 20 18, and The same has been paid to the County as per receipt attached.

COUNTY SHARE OF PRISONER ROOM & BOARD

1000-1000-4440-05-302	Total Prisoner Room & Board Reimbursement	
	100% General Basic	\$ <u>259.99</u>
29000-01000-4440-05-301	60% Transfer to Sheriff	\$ <u>155.96</u>

Transfer authorized by Appanoose County Board of Supervisors this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_.

Signed: \_\_\_\_\_

Chairperson

