

OFFICE OF THE

Appanoose County Auditor

KELLY HOWARD

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

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khoward@appanoosecounty.net

Meeting Agenda
August 3, 2020

The Appanoose County Board of Supervisors will meet Monday, August 3, 2020 at 9:00 A.M. in the Boardroom of the Courthouse. Items on the agenda include:

1. Pledge
2. Declaration of items to be added to the agenda
3. Approve minutes of the July 20, 2020 meeting
4. Approve reports: 7/24 payroll, Taylor & Walnut Township Financial Reports, DHS & VA Quarterly Reports
5. Approve bills
6. Approve Liquor License: The Retreat
7. Veteran Affairs: Trista McClurg
8. Approve Revised Voting System Security Policy (Confidential per Resolution 2018-21)
9. Approve Data Grant Agreement: USDA Natural Resources Conservation Service
10. Approve Courthouse closure, August 14th (due to scheduled power outage)
11. Approve DHS Building estimates
12. Approve Courthouse foundation repair estimate
13. Approve Bond to Insure Against Double Payment: Davis County Community Schools
14. FYI MMP: White Pork
15. 9:15 A.M. Public Hearing: CDBG (Contract #20-OT-076) status of funded activities
16. Approval of CDBG Policies
17. 9:20 A.M. Public Hearing, Petition to Vacate: Alley running East and West 100 feet north of 523rd Street, in Sidle's 1st Subdivision Block 3 SE ¼ of the NW ¼ Section 3 T68N R19W
18. Approve Resolution 2020-21: Vacate Alley in Jerome
19. Set Public Hearing ZOMA 0615-03: Ag to Commercial for storage units
20. Set Public Hearing Amendment change for Article XI of the Zoning Ordinance
21. Approve Interim Conservation Director salary
22. Set Silent Auction & approve auction items
23. County Engineer Report
24. Public Comments
25. Adjourn

Posted 7/29/2020

July 20, 2020

Appanoose County Board of Supervisors met in regular session July 20, 2020 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.

Scratch #8, RMA Loan payments were made Thursday. Demry motioned to approve the amended agenda. Seconded by Smith. All voted aye.

Smith motioned to approve the minutes from the July 6, 2020 meeting. Seconded by Demry. All voted aye.

Demry motioned to approve 7/10 payroll, Prisoner Room & Board Transfer, Recorder Quarterly Report, and Treasurer Semi-Annual Report. Seconded by Smith. All voted aye.

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

ADLM EM	Contrib. & Purchase Serv	15109.25
Agriland FS	Engineering Services	12248.79
Albia PreK & Daycare	Community Support Program	2580.79
Alliant	Engineering Services	2780.90
App Co ISU Ext	Community Support Program	1308.00
Sec Rds	E911 Sign Expense (Labor)	60.00
Serv Agency	Salary-Regular Employees	3784.21
App Co Sheriff	Sheriffs Transportation	116.93
Aramark	Engineering Services	188.56
Bailey Off	Engineering Supplies	84.74
Baker's	Equipment Repair	67.96
Banleaco	Off. Supplies & Forms	169.84
Binns & Stevens	Engineering Services	802.23
Blue Sun Graphics LLC	Park Maint. & Supplies	200.50
Bratz Oil	Mileage & Transp. Expense	368.32
Calhoun Burns	Engineering Services	2952.60
Cantera Aggregates	Engineering Services	21439.65
Capital Sanitary Supply	Engineering Services	115.09
Card Services	Engineering Services	72.48
CarQuest	Engineering Services	512.28
C'ville Housing	Funeral Services	282.00
Cville Wtrwks	Water & Sewer	59.23
C'ville Produce & Feed	Engineering Services	1501.75
Central IA Det	Juvenile Detention & Shel	145.00
Central IA Distributing	Park Maint. & Supplies	696.40
Central IA Tourism	Contrib. & Purchase Serv	500.00
Chariton Valley Elec	Engineering Services	376.81
Chariton Valley Pl	Off. Supplies & Forms	168.93
City of Plano	Maintenance Contract	310.80
City of Unionville	Maintenance Contract	267.41
Ted Clark Plumbing	Engineering Services	1075.00
CONSTRUCTION TRAILER SPECIALIS	Engineering Services	350.45
Cosby's	Law Enf. Equip & Weapons	29.99
Davis Co Sch	Community Support Program	2248.65
Davis Co ISU Ext	Community Support Program	996.73
Davis Co Sheriff	Medical & Health Services	11266.86
Fareway	Food & Provisions	159.11
Finish Line	Fuels	359.63
Fogle TV	Off. Equip Repair & Maint	273.15
Forbes Office Solutions	Off. Supplies & Forms	38.72

Garden Spot	Equipment Repair	163.20
Gateway Hotel	Educational & Train.Serv.	113.12
Government Forms & Supplies	Off. Supplies & Forms	153.92
P Gray	Ipers-County Contribution	78.50
C Havens	Election Official Comp	177.10
Hills San	Engineering Services	231.00
HOBBER ACRES	Park Maint. & Supplies	150.00
Kelly Howard	Postage & Mailing	6.80
Hy-Vee	Food Preparation Service	2734.00
Iowa AEYC	Community Support Program	2342.56
ICAA	Educational & Train.Serv.	400.00
IA Law Enforcement Academy	Educational & Train.Serv.	500.00
ISSDA	Educational & Train.Serv.	250.00
IA Workforce	Off. Supplies & Forms	324.52
ISAC	Dues & Memberships	375.00
John Deere	Engineering Services	1161.11
Kimball	Engineering Services	928.54
Kone	Heat-Cool-Elevator-Rpr-Mn	354.96
L&W Quarries	Engineering Services	754.13
Lange FH	Funeral Services	1390.00
S Larson	Election Official Comp	185.40
Lee Co Hlth	Community Support Program	446.08
LexisNexis	Dues & Memberships	100.00
Lockridge	Engineering Services	424.90
Mail Serv	Off. Supplies & Forms	460.20
Mainstay Sys	Law Enf. Equip & Weapons	273.00
Marion Co Pub Hlth	Community Support Program	19.70
Menards	Engineering Services	1092.74
Mercy Med Ctr	Engineering Services	783.00
MMIT	Off. Supplies & Forms	85.47
MMIT	Off. Equip Repair & Maint	82.55
MOCIC	Educational & Train.Serv.	275.00
Monroe Pub Hlth	Community Support Program	6866.93
Monroe Co ISU Ext	Community Support Program	2736.90
Moravia City Water Works	Utilities	145.28
Moravia Union	Typing-Print.-Bind.Serv.	390.04
NAPA	Engineering Services	680.77
Natel	Telephone & Telegr.Serv.	55.00
O'Halloran Int'l	Engineering Services	30.88
O'Reilly	Engineering Services	707.66
Orchard Pl	Community Support Program	4105.59
ORHC	Engineering Services	80.00
Ottumwa Courier	Official Pub.& Legal Not.	599.94
Ottumwa Printing	Off. Supplies & Forms	395.00
Pattison Sand	Engineering Services	1863.72
Pella Motors	Vehicle Repair & Maintce	349.79
Pitney Bowes	Postage & Mailing	143.55
Polk Co Treas	Medical & Health Services	184.77
Power Ins	Law Enf. Auto Ins.	603.00
Poweshiek Aud	Medical & Health Services	2830.00
Prof Computer	Off. Equip Repair & Maint	19.95
Quick Shop	Transportation	141.40
Quill	Off. Supplies & Forms	316.93
RACOM	Jail Equip. & Furniture	3600.00
Rainbo Oil	Engineering Services	395.41
RASWC	Engineering Services	20.00
RRWA	Water & Sewer	32.90

River Hills	Medical & Health Services	170.00
SCICAP	Community Support Program	27678.67
R Sebolt	Engineering Services	12.57
Seymour Tire	Engineering Services	407.85
Simmons Bldg Materials	Engineering Services	26.10
B Skinner	Educational & Train.Serv.	8.76
Solutions	Computer & Microfilm Supp	1287.78
Southern IA Dev & Conserv	Flood & Erosion	500.00
E Spencer	Election Official Comp	172.60
Stephens-Peck	Books & Periodicals	100.00
Tifco Ind	Engineering Services	89.95
R Tisue	Mileage & Transp. Expense	11.34
UnityPoint	Engineering Services	126.00
US Bank	Off. Supplies & Forms	708.05
US Cellular	Office Space	540.11
Wex Bank	Mileage & Transp. Expense	106.25
J Willier	Legal & Ct-Related Serv.	435.00
Windstream	Off. Supplies & Forms	2321.99
Ziegler	Engineering Services	5975.27
Grand Total		170859.94

Demry motioned to authorize Waits to sign the Environmental Review Record for the CDBG Contract #20-OT-076. Seconded by Smith. All voted aye.

Demry motioned to set the public hearing for the CDBG Contract #20-OT-076 status of funded activities for 8/3/2020 at 9:15 A.M. Seconded by Smith. All voted aye.

Smith motioned to set payroll (ACH & paper checks) on Friday. Seconded by Demry. All voted aye.

Demry motioned to approve Resolution #2020-20 Temporary Road Closure & Detour. Seconded by Smith. All voted aye.

TEMPORARY ROAD CLOSURE & DETOUR
APPANOOSE COUNTY RESOLUTION No. 2020-20
Detour for the Paving Repairs on County Route J3T

WHEREAS: The Board of Supervisors is empowered under authority of Iowa Code Section 306.4 2019 Code of Iowa to operate and manage the Secondary Road System; and

WHEREAS: The pavement repairs from County Highway T61 in Unionville to the Davis County line 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:

County Highway J3T in Unionville approximately 3.2 miles east to the Davis County line.

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

From the intersection of T61 South and J3T, Thence South 5.5 miles South to Iowa Highway 2, thence East approximately 12 miles to Ice Avenue (Davis County), Thence North four miles 180th Street in Drakesville, Thence West three and one-half miles to County Highway J3T (intersection of Bunch Road and Eagle Boulevard in Davis County).

NOW THEREFORE, BE IT RESOLVED: That we, the Board of Supervisors of Appanoose County do hereby declare the above described Highway J3T temporarily closed upon initiation of improvements and the described detour established. further direct the County Engineer 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 20th day of July, 2020

AYES: /s/Mark Waits, Neal Smith, Linda Demry

ATTEST:/s/Kelly Howard

Demry motioned to set the public hearing to vacate the alley running East and West 100 feet North of 523rd St, in Sidle's 1st Subdivision Block 3 SE ¼ of the NW ¼ Section 3 T68N R19W for 8/3/2020 at 9:20 A.M. Seconded by Smith. All voted aye.

County Engineer, Brad Skinner, provided an update to the Board. The crews are finishing riprap on 105th St following the first tanker car installation of the fiscal year. Next is a tanker car by Exline. McCulley Culvert will be starting on 160th Ave. Fahrner Asphalt has started crack sealing on J46 and will work on S70 next. Waits questioned dirt sitting on the side of J3T. Skinner stated topsoil was delivered and is waiting to be distributed. Waits relayed that he has heard positive comments regarding the spraying in the county.

CDC Coordinator, Stephanie Koch, has been taking PCP-PBS classes and will be able to train soon. The next Governing Board meeting is 7/29/2020 at 10 A.M. in the Ottumwa Office. The next Adult Advisory is 8/6/2020 at 1 P.M. in the Ottumwa Office with the Child Advisory to follow at 2 P.M. Interviews have been held for the Child Coordinator but no one has been hired yet.

Public comments: none.

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

The Board adjourned to meet at the call of the Auditor at 9:20 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

Appanoose

COUNTY,

Taylor

TOWNSHIP

SUMMARY STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2019 thru June 30, 2020

APPANOOSE COUNTY AUDITOR CENTERVILLE IOWA

2020 JUL 29 AM 7:28

FILED

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 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 treasurer in consultation with the department of management. Each township clerk shall send a copy of this written statement to the county auditor no later than seven days after the statement is certified by the trustees. The county auditor shall post the statement or a summary of the statement in a prominent place in the building where the auditor's office is located. The county treasurer shall withhold disbursement of township taxes until the statement is filed with the county auditor. The county auditor shall notify the county treasurer if taxes are to be withheld.

SUMMARY		TOWNSHIP FUNDS						TOTAL
		Cemetery and Parks	Fire and Emergency Services					
1								
2	BEGINNING FUND BALANCE JULY 1, 2019 add (+)	24,155.97	4,321.25	0.00	0.00	0.00	0.00	28,477.22
3	TOTAL REVENUE	8,560.08	10,076.17	0.00	0.00	0.00	0.00	18,636.25
4	less (-) TOTAL DISBURSEMENTS	12,802.63	10,092.86	0.00	0.00	0.00	0.00	22,895.49
5	equals (=) ENDING FUND BALANCE JUNE 30, 2020	19,913.42	4,304.56	0.00	0.00	0.00	0.00	24,217.98
6	PUBLIC DEBT BALANCES AT YEAR END							0.00
7	RESERVE FUND BALANCES AT YEAR END							0.00

CERTIFICATION

To the County Auditor of the above-named County: We hereby certify that the above statements are correct as appears in the records of the township clerk.

Jerry Boblenz
Township Clerk

7-28-20
Date

Richard Wilcox

Chris Espene

Ellis Papston

Township Trustees

Appanoose COUNTY,

Taylor

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2019 thru June 30, 2020

1 STATEMENT OF RECEIPTS		TOWNSHIP FUNDS						TOTAL
		Cemetery and Parks	Fire and Emergency Services	0	0	0	0	
2				0	0	0	0	
3	+ Cash on hand	0.00						0.00
4	BEGINNING FUND BALANCE	24,155.97	4,321.25					28,477.22
5	07/01/ 2019	0.00	0.00					0.00
6	+ Other	0.00	0.00					0.00
7	= Total	24,155.97	4,321.25	0.00	0.00	0.00	0.00	28,477.22
8	DATE	RECEIPTS DURING FISCAL YEAR						
9	7/15/19	Appanoose County Treasurer Int on Investmen	0.76					0.76
10	7/15/19	Appanoose County Treasurer	31.96	39.26				71.22
11	9/13/19	Appanoose County Treasurer	1,005.36	1,271.15				2,276.51
12	10/11/19	App Co Tr = Denny Vet Grave Care 14	28.00					28.00
13	10/11/19	App Co Tr = New Hope Vet Grave Care 1	2.00					2.00
14	10/11/19	App Co Tr = Main Station Vet Grave Care 30	60.00					60.00
15	10/15/19	Appanoose County Treasurer	2,680.08	3,389.13				6,069.21
16	11/15/19	Appanoose County Treasurer	423.05	534.94				957.99
17	11/21/19	Judy Lamb - maple tree removal assistance	500.00					500.00
18	12/13/19	Appanoose County Treasurer	424.78	537.13				961.91
19	12/31/2019	Fire Acct. YTD \$5,771.61 - Pd 1/21/20 Ck 423						0.00
20	1/15/2020	Appanoose County Treasurer	129.03	163.19				292.22
21	2/14/20	Appanoose County Treasurer	112.72	142.51				255.23
22	3/13/2020	Appanoose County Treasurer	226.10	285.92				512.02
23	4/15/2020	Appanoose County Treasurer	2,362.93	2,987.98				5,350.91
24	5/15/2020	Appanoose County Treasurer	509.14	643.82				1,152.96
25	6/15/2020	Appanoose County Treasurer	64.17	81.14				145.31
26								0.00
27		Fire Fund 7/1/19 - 6/30/20						0.00
28		Rec 7/1/19 - 12/31/19 \$5771.61						0.00
29		Rec. 1/1/20 - 6/30/20 \$4304.56						0.00
30		Total 10076.17						0.00
31		Dis. 1/21/20 \$ -5771.62						0.00
32		Bal we owe Moravia \$ 4304.55						0.00
33								0.00
34								0.00
35		Note: Don Hiatt memorial \$1515						0.00
36								0.00
37		TOTAL REVENUE FROM THIS PAGE	8,560.08	10,076.17	0.00	0.00	0.00	18,636.25
38		TOTAL REVENUE FROM ATTACHED PAGES	0.00	0.00	0.00	0.00	0.00	0.00
39		TOTAL REVENUE FOR YEAR	8,560.08	10,076.17	0.00	0.00	0.00	18,636.25
40		TOTAL TO BE ACCOUNTED FOR (Beginning Balance + Total Revenue)	32,716.05	14,397.42	0.00	0.00	0.00	47,113.47

Appanoose

COUNTY,

Taylor

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2019 thru June 30, 2020

1	STATEMENT OF DISBURSEMENTS		TOWNSHIP FUNDS						TOTAL
			Cemetery and Parks	Fire and Emergency Services	0	0	0	0	
2	DISBURSEMENTS DURING FISCAL YEAR								
3	DATE								
4	7/9/19	Selix Lawn and Landscape - Ck 411	1,100.00						1,100.00
5	7/29/19	City of Moravia Fire Protection - Ck 412		4,321.25					4,321.25
6	8/17/19	Selix Lawn and Landscape - Ck 413	1,100.00						1,100.00
7	9/3/19	Hayes Tree Service - Ck 414	700.00						700.00
8	9/7/19	Selix Lawn and Landscape - Ck 415	550.00						550.00
9	10/8/19	Selix Lawn and Landscape - Ck 416	825.00						825.00
10	10/15/19	L @ W Quarries - MS Drive rock Ck #417	878.40						878.40
11	11/17/19	Selix - Main Station driveway repair Ck 420	500.00						500.00
12	11/17/19	Selix Lawn and Landscape - Ck 419	550.00						550.00
13	11/17/19	Hayes Tree Service - MS- remove maple tree	900.00						900.00
14	11/26/19	Ellis Paxston = 5 stone repairs MS -Ck 422	250.00						250.00
15	12/31/19	Cem. YTD \$7353.40							0.00
16	1/21/2020	City of Moravia Fire Protection Ck 423		5,771.62					5,771.62
17	1/31/2020	Over paid Moravia Fire on Ck #423		-0.01					-0.01
18	5/10/2020	Selix Lawn and Landscape - Ck 424	825.00						825.00
19	5/29/2020	Richard Wilson - Denny Cem. flag, Ck 425	83.00						83.00
20	5/29/2020	Richard Wilson - New Hope Cem flag, Ck 425	64.66						64.66
21	6/8/2020	Selix Lawn and Landscape - Ck 433	1,100.00						1,100.00
22	6/12/2020	Richard Wilson - Denny Cem. sign, Ck 434	47.08						47.08
23	6/12/2020	Jerry Boblenz Denny SS sign bolts Ck 435	9.59						9.59
24	6/19/2020	Camp Creek Farms - Denny FG fence Ck 436	3,320.00						3,320.00
25									0.00
26		Error correction on Ck 425	-0.10						-0.10
27		Bank Stam 6/30/20 = 24,265.06							0.00
28		Ck 434 outstanding \$47.08							0.00
29		Total fund bal \$24,217.98							0.00
30									0.00
31									0.00
32	TOTAL DISBURSEMENTS FROM THIS PAGE		12,802.63	10,092.86	0.00	0.00	0.00	0.00	22,895.49
33	TOTAL DISBURSEMENTS FROM ATTACHED PAGES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
34	TOTAL DISBURSMENTS FOR YEAR		12,802.63	10,092.86	0.00	0.00	0.00	0.00	22,895.49
35	ENDING FUND BALANCE 06/30/ 2020		+ Cash on hand						0.00
36			+ Checking						0.00
37			+ Savings						0.00
38			+ Other						0.00
39			= Total		0.00	0.00	0.00	0.00	0.00
40	TOTAL TO BE ACCOUNTED FOR		12,802.63	10,092.86	0.00	0.00	0.00	0.00	22,895.49
	Total Disbursements+Ending Balance (must=Page R1 line 40)		12,802.63	10,092.86	0.00	0.00	0.00	0.00	22,895.49

Appanoose COUNTY, Walnut TOWNSHIP

SUMMARY STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2019 thru June 30, 2020

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.

RECEIVED
 2020 JUN 28 AM 9:31
 ALBERT BOEVO, AUDITOR
 CENTERVILLE, IOWA

SUMMARY	TOWNSHIP FUNDS						TOTAL
	Mystic Fire	Centerville Fire	Cemetery				
1 BEGINNING FUND BALANCE JULY 1, <u>2019</u>	482.00	295.68	19,437.38				20,215.06
2 add (+)							
3 TOTAL REVENUE	7649.09	2456.36	15,113.40				25,218.85
4 less (-)							
5 TOTAL DISBURSEMENTS	7649.09	2456.36	6906.15				17,011.60
6 equals (=)							
7 ENDING FUND BALANCE JUNE 30, <u>2020</u>	482.00	295.68	27,644.63				28,422.31
8 PUBLIC DEBT BALANCES AT YEAR END	0	0	0				0
9 RESERVE FUND BALANCES AT YEAR END	0	0	0				0

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.

Aara Tait
Township Clerk

7-27-2020
Date

[Signature]
[Signature]
Township Trustees

Appanoose COUNTY,

Walnut

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2019 thru June 30, 2020

1 STATEMENT OF RECEIPTS		TOWNSHIP FUNDS						TOTAL
		Mystic Fire	Centerville Fire	Cemetery				
2								0
3		+ Cash on hand	0	0	0			0
4	BEGINNING FUND BALANCE	+ Checking	482.00	295.68	19,437.38			20,215.06
5	07/01/ <u>2019</u>	+ Savings	0	0	0			0
6		+ Other	0	0	0			0
7		= Total	482.00	295.68	19,437.38			20,215.06
8	DATE	RECEIPTS DURING FISCAL YEAR						
9	7-15-19	App Co Trees	147.86	100.98	302.95			551.79
10	9-5-19	Memorials			3308.63			3308.63
11	9-13-19	App Co Trees	1330.93	379.26	1995.35			3705.54
12	10-10-19	App Co Trees	2607.97	705.96	3865.65			7179.58
13	11-15-19	App Co Trees	277.74	152.35	499.10			926.19
14	12-13-19	App Co Trees	266.65	145.93	476.33			882.90
15	1-15-20	App Co Trees	61.37	50.24	130.56			242.16
16	2-19-20	App Co Trees	2.23	38.20	77.61			88.04
17	3-18-20	App Co Trees	215.27	72.31	335.68			623.26
18	4-15-20	App Co Trees	2291.23	724.97	3519.73			6535.93
19	5-15-20	App Co Trees	393.52	80.22	552.33			1026.07
20	6-15-20	App Co Trees	62.32	5.94	74.52			147.76
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34								
35								
36								
37	TOTAL REVENUE FROM THIS PAGE		7,649.09	2,456.36	15,113.40			25,218.85
38	TOTAL REVENUE FROM ATTACHED PAGES		0	0	0			0
39	TOTAL REVENUE FOR YEAR		7,649.09	2,456.36	15,113.40			25,218.85
40	TOTAL TO BE ACCOUNTED FOR (Beginning Balance + Total Revenue)		8,131.09	2,752.04	34,530.78			45,433.91

Appanose COUNTY,

Walnut

Fiscal Year July 1, 2019 thru June 30, 2020

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

1	STATEMENT OF DISBURSEMENTS	TOWNSHIP FUNDS					TOTAL
		Mystic Fire	Centerville Fire	Cemetery			
2							
3	DATE	DISBURSEMENTS DURING FISCAL YEAR					
4	7-5-19	Travis Selix			425.00		425.00
5	7-13-19	Travis Selix			425.00		425.00
6	8-6-19	Travis Selix			1,050.00		1,050.00
7	9-25-19	Travis Selix			12,750.00		12,750.00
8	11-6-19	Youngs Salvage & Trucking			706.15		706.15
9	11-21-19	Travis Selix			425.00		425.00
10	4-29-20	Travis Selix			900.00		900.00
11	5-14-20	Travis Selix			425.00		425.00
12	6-22-20	Mystic Fire Payment	7,649.09				7,649.09
13	6-22-20	Centerville Fire Payment		2,456.36			2,456.36
14	6-23-20	Travis Selix			1,275.00		1,275.00
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							17,011.60
32	TOTAL DISBURSEMENTS FROM THIS PAGE		7,649.09	2,456.36	6,906.15		17,011.60
33	TOTAL DISBURSEMENTS FROM ATTACHED PAGES		0	0	0		0
34	TOTAL DISBURSEMENTS FOR YEAR		7,649.09	2,456.36	6,906.15		17,011.60
35	ENDING FUND BALANCE 06/30/ <u>2020</u>	+ Cash on hand	0	0	0		0
36		+ Checking	482.00	295.68	27,644.63		28,422.31
37		+ Savings	0	0	0		0
38		+ Other	0	0	0		0
39		= Total	482.00	295.68	27,644.63		28,422.31
40	TOTAL TO BE ACCOUNTED FOR		8,131.09	2,752.04	34,550.78		45,433.91
40	Total Disbursements+Ending Balance (must=Page R1 line 40)		8,131.09	2,752.04	34,550.78		45,433.91

Iowa Department of Human Services
 REPORT OF LOCAL ADMINISTRATIVE EXPENSE

APPANOOSE COUNTY

Payments from County General Fund

Quarter Ended 6/30/2020

Claim No.	Payee	Item	Warrant		Partic. Amount	Cost Center	St Office Use	FFP% Used
			Date	Num				
1	2	3	4	5	6	7	8	
*	Ricoh USA	Office Supplies \$30.15	4/6/20	34036	\$29.38			
%	Jessica Hinojosa	Bldg. Maint/Janitor \$315.00	4/6/20	33991	\$78.75			
	Bailey Ofc. Outfitters	Office Supplies - DHS USE ONLY	4/20/20	34224	\$45.00			
*	Ricoh USA	Office Supplies \$26.30	6/29/20	35508	\$25.63			
		Indirect costs for quarter ending 6/30/20			\$17,617.00			
% DHS Pays 25% of Total Bill								
* Indicates a partial payment of a shared bill 0.0256%								
To: State Department of Human Services, Des Moines, Iowa					TOTAL	\$17,795.76		

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.

7/1/20

Date



Local Administrator

Report of Administrator of Veteran Affairs
 01 Januray 2020 to 31 March 2020

#	Address	Month	Telephone	Food	Rent	Mileage & Tra	Utilities/Gas	Transportation	Care of Soldie	Education	Office	Total
Windstream		Jan-Mar					\$276.13					
Forbes		Jan-Mar									\$113.32	
Casey's MC		Jan-Mar						\$183.61				
Eastern Iowa Tire		Mar				\$23.05						
Quill		Jan-Mar									\$228.98	
Trista McClurg		Feb-Mar							\$1,755.99			
273	Centerville	Jan								\$26.68		
22	Centerville	Jan								\$80.00		
293	Centerville	Jan					\$300.00					
92	Centerville	Jan-Mar		\$119.94								
130	Centerville	Jan					\$300.00					
155	Centerville	Jan								\$28.50		
274	Centerville	Jan		\$79.69			\$191.54					
241	Centerville	Jan								\$24.74		
272	Centerville	Jan			\$100.00							
271	Centerville	Jan								\$40.00		
126	Centerville	Jan-Mar								\$120.00		
213	Centerville	Jan-Mar		\$40.00						\$40.00		
250	Centerville	Feb-Mar		\$40.00			\$270.67					
231	Centerville	Mar								\$40.00		
35	Centerville	Mar								\$40.00		
			\$0.00	\$279.63	\$100.00	\$23.05	\$1,338.34	\$623.53	\$1,755.99	\$342.30	\$4,462.84	

Report of Administrator of Veteran Affairs

01 April 2020 to 30 June 2020

#	Address	Month	Telephone	Food	Rent	Mileage & Tra	Utilities/Gas	Transportation	Care of Soldie	Education	Office	Total
Windstream		Apr-June									\$404.88	
Forbes		Apr-June									\$116.16	
Casey's MC		Apr-June						\$48.43				
Centec		May-June							\$2,423.15			
CDW-G		May									\$1,038.24	
Dan Bennett		May				\$770.00						
Data Spec		May									\$449.00	
Impressive Designs		June									\$74.00	
Junction Inn		June			\$108.00							
271	Centerville	Apr-June						\$74.50				
92	Centerville	Apr-June		\$158.60								
213	Centerville	Apr-June		\$40.00				\$120.00				
194	Centerville	Apr-June						\$31.69				
250	Centerville	Apr-June		\$39.82								
			\$0.00	\$238.42	\$108.00	\$770.00	\$0.00	\$274.62	\$2,423.15	\$0.00	\$2,082.28	\$5,896.47

Name of Applicant: <u>The Retreat Enterprises LLC</u>		
Name of Business (DBA): <u>The Retreat</u>		
Address of Premises: <u>17822 HWY J46</u>		
City <u>Centerville</u>	County: <u>Appanoose</u>	Zip: <u>52544</u>
Business	<u>(641) 895-4228</u>	
Mailing	<u>13908 510th St</u>	
City <u>Centerville</u>	State <u>IA</u>	Zip: <u>52544</u>

Contact Person

Name	<u>Derek Stevens</u>		
Phone:	<u>(641) 895-4228</u>	Email	<u>amanda-fenton@live.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 09/09/2020

Expiration Date: 09/08/2021

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

BusinessType:	<u>Limited Liability Company</u>		
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>

Ownership

Derek Stevens

First Name: Derek

Last Name: Stevens

City: Centerville

State: Iowa

Zip: 52544

Position: owner

% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company:	<u>Founders Insurance Company</u>		
Policy Effective Date:	<u>09/09/2020</u>	Policy Expiration	<u>09/09/2021</u>
Bond Effective		Dram Cancel Date:	
Outdoor Service Effective		Outdoor Service Expiration	
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 20 day of July, 2020 by and between Appanoose County AND

USDA Natural Resources Conservation Service (Hereinafter referred to as Grantee)
(Print or Type Grantee Name)

210 Walnut Street Room 693, Des Moines, Iowa 50309
(Print or Type Grantee Address)

Adam Clark (515) 323-2256
(Print or Type Grantee Contact Person) (Print or Type Grantee Telephone Number)

Project Name and Description: _____

USDA NRCS requests a parcel polygon dataset in shapefile or feature class format for agency use as a general reference for Appanoose County, Iowa. The only parcel associated information or attributes necessary for this request include a parcel identification number. Thank you for the assistance.

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: _____

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: Adam Clark Digitally signed by Adam Clark
Date: 2020.07.20 16:28:44 -05'00' **Date** 7/20/2020

Print Name: Adam Clark

Title: GIS Specialist

Company or Affiliation: USDA Natural Resources Conservation Service

Appanoose County acknowledges this Data Exchange Agreement as specified above:

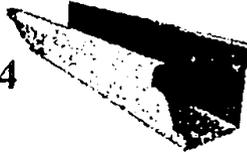
_____ **Date** _____
(Chair, Appanoose County Board of Supervisors)

To submit this form please print, complete, and mail to:
GIS Technician
1200 Hwy 2 West
Centerville, Iowa 52544

D & T

SEAMLESS GUTTERING

1612 South 18th
Centerville, Iowa 52544
Phone: 641-437-4383



BID SHEET

DATE 7-22-2020

TO Appanoose Co. Health

STREET 209 E. Jackson

CITY Centerville, IA

JOB DESCRIPTION

*To remove old gutters
and then install new 5" white
gutters and use 4" white pvc pipe
for down spout 5 total*

\$ 616.25 labor & material

*To remove old gutters and then
install new 5 white gutters
with 4" down spouts 5 total*

\$ 552.25 labor and material

Ervin Masonry

121 S 29th Street
Centerville, IA 52544

Phone # 6418954006 DERVIN1999@LIVE.COM
Fax # 641-856-3305

Estimate

Date	Estimate #
7/14/2020	1169

Site / Address
Centerville Area Chamber of Commerce 128 N 12th St Centerville, Ia 52544

			Project
Description	Qty	Price	Total
Tuckpoint 31 sq ft	31	12.50	387.50
Caulk Control Joint		102.50	102.50
Thank You for the opportunity to bid with you.			\$490.00



Prepared by:
 Dustin Cusey
 dustin.cusey@midwestfr.com
 Midwest Foundation Repair, Inc.
 midwestfr.com
 TF (800) 827-0702
 F (402) 393-4002
 License# 131614

Prepared for:
 Appanoose County Courthouse
 dbees777@outlook.com
 C (641) 895-8039
 P (641) 895-8039

Job location:
 201 N 12th St
 Centerville, IA 52544-1711

Prepared on:
 7-15-20

Project Summary

My Basement
 Lift and Level
 Seal Joints

Total Investment	\$7,432.17
Total Contract Price	\$7,432.17
Deposit Required - 20%	\$1,486.43
Deposit Paid	\$0.00
Amount Due Upon Installation	\$7,432.17

Customer Consent

Any alteration from the above specifications and corresponding price adjustment (if necessary) will be made only at the Customer's request or approval. Completing the work in this Proposal at the time scheduled is contingent upon accidents or delays beyond our control. This Proposal is based primarily on the Customer's description of the problem. This Proposal may be withdrawn if not accepted by the Customer within 120 days.

Authorized Signature _____ **Date** _____

Acceptance of Contract— I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), and the attached Limited Warranty, (together, the "Contract"). I am/we are the owner(s) of the property specified in the Contract, and you are authorized to do the work as specified in the Contract. I/we will make the payment at the completion of the project. If there are multiple projects, I/we will make payment after each individual project is completed. I understand all major credit cards and checks are accepted, but no cash payments are accepted. I/we will pay your service charge of 1-1/3% per month (16% per annum) if my/our account is 30 days or more past due, plus your attorney's fees and costs to collect and enforce this Contract.

Customer Signature _____ **Date** _____

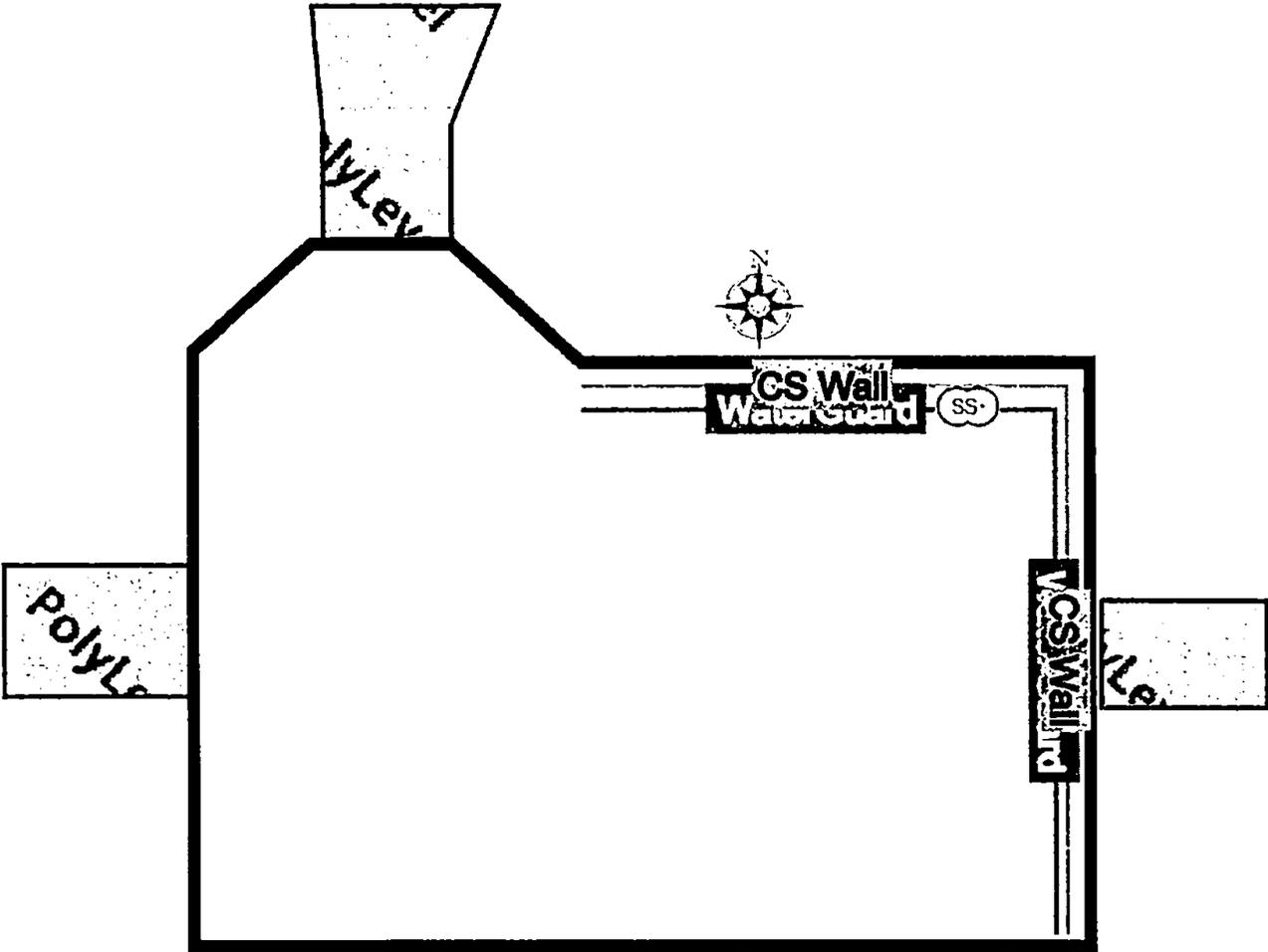
After midnight of the 3rd business day, deposits are non-refundable.

Initial _____

Payments are due after the completion of each project.

Initial _____

Job Details



Job Details (Continued)

Specifications

Install PolyLEVEL as indicated on job drawing. If concrete is poured against the foundation a 2-3 inch joint may have to be cut to allow for lifting. In those cases, Thrasher will make the cut and seal it at no additional cost. To maintain 5 year warranty on PolyLevel, all joints in the treated area must be sealed. Thrasher recommends sealing with Nexus Pro Joint Sealant. Seal concrete joints as noted on job drawing. Sealant may need to be re-applied in the future. Install WaterGuard sub-floor drainage system as indicated in job drawing. Install 1/3 hp cast iron pump in twin liner with clean pump stand. Install CleanSpace Wall System on the full height of walls as shown.

Contractor Will

Customer Will

- 1.) Remove cabinets/shelving.
- 2.) Move items 4' from Waterguard installation areas.
- 3.) Provide proper dedicated electrical outlets for all pumps, and other electrical devices to be installed.

Additional Notes

Customer will run his own discharge line

Product List

My Basement

WaterGuard	34 ft
SuperSump Plus	1
CleanSpace Wall - Full Height	34 ft

Lift and Level

PolyLEVEL	4 areas
-----------------	---------

Seal Joints

NexusPro Joint Sealant	71 ft
------------------------------	-------

Lift and Level - Areas

Area Title	LxWxD	Location	Notes
Poly	14x10x0.5	Front	
Side door	10x10x0.5	Front	
Back door	10x8.5x1	Back	
Back door	10x4x0.5	Back	

Seal Joints - Areas

Area Title	LnFt	Location	Notes
Poly	10	Front	
Side door	10	Front	
Back door	27	Back	
Back door	24	Back	

OPTIMIZING
AND PROTECTING
THE VALUE OF YOUR INVESTMENT

MIDWEST[™]
FOUNDATION REPAIR

THE MIDWEST GUARANTEES

Satisfaction Guarantee

We guarantee that we will perform all of our work to the standard stated on your proposal. If for any reason you are displeased with any of our services, I am just a phone call away.

Efficiency Guarantee

We know having work done on your home can be an inconvenience to you and your family. We are committed to returning that feeling of "home" to you as quickly as possible. We invest in continuous training and quality tools for our team members, which translates into a better experience for our customers. We do this to ensure we can complete your project as efficiently as possible, while maintaining our commitment to excellence. If there is a delay or change to your project we are committed to finding a resolution as quickly as possible.

Property Protection Guarantee

All property such as lawns, carpeting, floors, walls, furniture, and door frames are protected. In the rare occurrence where property is damaged, we will repair it. Floor covers will be used in all work and traffic areas. We do our best to clean up after ourselves. However, if you are not satisfied, we will provide you a \$100 gift card towards a professional cleaning.

Customer Respect Guarantee

Our technicians will not use tobacco products or profanity while on your property. They will courteously address any questions or concerns and treat you and your family with respect. All of our employees are upstanding citizens with the legal right to work in the United States (we participate in E-Verify).

Are We Perfect?

No. But, every day, every person at our company is striving to redefine the industry. We believe customer experiences can and should be remarkable. Our company cares deeply and builds long-term relationships with our customers, because we know YOU are the very reason we are in business.

Thank you for considering Midwest Foundation Repair,



Dan Thrasher
President

OUR MISSION

"To deliver a WOW experience and
challenge the status quo."

Midwest Foundation Repair, Inc
CONCRETE REPAIR LIMITED WARRANTY

This Limited Warranty is from Midwest Foundation Repair, Inc ("Contractor") to each purchaser ("Customer") of any of the products described in the "Limited Warranty" section below ("Products") which are installed by Contractor at Customer's property ("Property"). **This Limited Warranty is made by Contractor in lieu of and excludes all other warranties, express or implied, relating to the Products and to any services or other products provided by Contractor in connection therewith, including any IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.** In the event applicable law prohibits the disclaimer of any implied warranty, all such implied warranties shall be limited in duration to the term of the Limited Warranty set forth below. This Limited Warranty is transferrable to subsequent owners of the Property, provided that any such transfer shall not extend the duration of the term of the Limited Warranty set forth below. This Limited Warranty is null and void if full payment is not received. Any claims made pursuant to this Limited Warranty should be addressed in writing to Contractor at 11844 Valley Ridge Dr. Papillion, NE 68046

LIMITED WARRANTY

Remedial work completed under this Limited Warranty will not extend the Warranty Period. Subject to the Exclusions from Coverage set forth below, Contractor provides the following Limited Warranty for the Products:

Concrete Leveling. For concrete slabs raised by Contractor with POLYLEVEL®. Contractor warrants that, for a period of five years from the original date of installation, the area where the slab of concrete was lifted will not settle causing a trip hazard of more than ¼ inch or Contractor will provide the labor and materials to re-lift the area at no additional cost to the Customer. In the event cracking of the concrete occurs during the installation process, Contractor will rout out the crack and apply Sealant at no additional cost to the Customer. Contractor does not represent that POLYLEVEL® will lift the Customer's slab to meet any criteria of levelness, but instead that it will lift the slab as much as practical. This Warranty is void if Customer does not maintain grade around slabs and seal joints between slabs. Exclusion: Contractor does not warrant heave of any slab where the work is performed, nor any damages caused by such heave. Joint sealant is not required to maintain the warranty on work performed on the interior of a home.

Joint and Crack Sealant. For areas where Contractor has installed NEXUSPRO® Joint Sealant ("Sealant"), Contractor warrants that, for a period of one year from the original date of installation, the Sealant will remain intact. In the event the Sealant does not stay intact, Contractor will re-apply the Sealant to the area at no additional cost to the Customer.

Concrete Protection System. For areas where Contractor has installed Concrete Protection Systems, Contractor warrants that, for a period of five years from the original date of installation, the concrete will not experience settlement that causes a trip hazard of more than ¼ inch and the Sealant will remain intact. In the event the concrete settles causing a trip hazard of more than ¼ inch and/or Sealant does not stay intact, Contractor will repair the area at no additional cost to Customer. Exclusion: Contractor does not warrant heave of any slab where the work is performed, nor any damages caused by such heave.

ResurfacePro For areas where Contractor has installed ResurfacePro, Contractor warrants that, for a period of five years from the original date of installation, the concrete will not experience settlement that causes a trip hazard of more than ¼ inch, the joint sealant will remain intact, and that the ResurfacePro will not de-bond exposing the original concrete. Just as with new concrete, normal wear of the ResurfacePro is to be expected. In the event the concrete settles causing a trip hazard of more than ¼ inch, joint sealant does not stay intact, and/or ResurfacePro de-bonds making the original concrete visible, Contractor will repair the failed area at no additional cost to Customer. Exclusion: Contractor does not warrant heave of any slab where the work is performed, nor any damages caused by such heave.

ADDITIONAL EXCLUSIONS FROM COVERAGE

This Limited Warranty does not cover Defects caused directly or indirectly by any of the following: (1) Neglect, misuse, abuse, or alteration of the Product; (2) Failure to seal all joints and cracks in areas surrounding the work area; (3) Failure to keep gutters and downspouts in good working order and sufficiently directed away from the foundation/concrete slab; (4) Failure or delay in performance or damages caused by acts of God (flood, fire, storm, etc.), acts of civil or military authority, or any other cause outside of Contractor's control; and (5) any items mentioned in this Contract under "Customer Will", "Contractor Will", "Specifications", "Labels", and "Additional Notes".

LIMITED REMEDY

Contractor's sole obligation to Customer with respect to this Limited Warranty is to provide the labor and materials necessary to replace or repair any Defect as set forth in the "Limited Warranty" section above. Contractor is not responsible for any consequential, incidental, or indirect damages, including without limitation and Customer holds Contractor harmless from: (a) water damage to the Property or personal property; (b) damage to real or personal property such as walls, wall coverings, sheetrock, finished /unfinished flooring, door and/or window framing, concrete, exterior veneers, cabinets, any other rigid materials, or including any damage alleged to have been done by the Contractor's use of heavy equipment necessary to complete the job, or alleged to have been done during a foundation lifting operation; (c) costs for any finish carpentry, painting, paneling, landscaping, or other work necessary to restore the Property after Contractor's work is completed; (d) utility damage that occurs as a result of Contractor's installation is limited to replacing/repair the area Contractor damaged and does not include any upgrades to utilities for code compliance or other reasons; (e) damages arising from heave, lateral movements/forces of hillside creep, land sliding, or slumping of fill soils; (f) pets escaping from or being injured in or around the work area; and (g) damages caused by mold or water seepage including, but not limited to, property damage, bodily injury, loss of income, loss of use, loss of value, emotional distress, adverse health effects, death, or any other effects.

EXCLUDED PRODUCTS

All Other Products. Except for the Products listed in the "Limited Warranty" section above, Contractor makes no express warranty, and disclaims all implied warranties, for any other product or service provided by Contractor to Customer.

**Midwest Foundation Repair, INC.
WATERPROOFING LIMITED WARRANTY**

This Limited Warranty is from Midwest Foundation Repair, Inc. ("Contractor") to each purchaser ("Customer") of any of the products described in the "Limited Warranty" section below ("Products") which are installed by Contractor at Customer's property ("Property"). This Limited Warranty is made by Contractor in lieu of and excludes all other warranties, express or implied, relating to the Products and to any services or other products provided by Contractor in connection therewith, including any IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. In the event applicable law prohibits the disclaimer of any implied warranty, all such implied warranties shall be limited in duration to the term of the Limited Warranty set forth below. This Limited Warranty is transferrable to subsequent owners of the Property, provided that any such transfer shall not extend the duration of the term of the Limited Warranty set forth below. This Limited Warranty is null and void if full payment is not received. Any claims made pursuant to this Limited Warranty should be addressed in writing to Contractor at 11844 Valley Ridge Dr. Papillion, NE 68046.

LIMITED WARRANTY

Remedial work completed under this Limited Warranty will not extend the warranty period. Subject to the Exclusions from Coverage set forth below, Contractor provides the following Limited Warranty for the Products:

Drainage Systems. For areas where Contractor has installed a WaterGuard™, WaterGuard™DM, and/or Two Stage WP System (each a "Drainage System"), Contractor warrants that, for 25 years from the original date of installation of the Drainage System, the Drainage System will be free from Defects or Contractor will repair the Drainage System at no additional cost to Customer. For the purposes of this Drainage System Limited Warranty, "Defect" means water from the floor wall joint which passes through the perimeter of the Drainage System and onto the basement floor. Leakage through interior floor cracks is not covered under this Drainage System Limited Warranty.

WaterGuard™MPS. For areas where Contractor has installed WaterGuard™MPS, Contractor warrants that, for 25 years from the original date of installation of WaterGuard™MPS, WaterGuard™MPS will be free from Defects or Contractor will repair WaterGuard™MPS at no additional cost to Customer. For purposes of this WaterGuard™MPS Limited Warranty, "Defect" means water from the floor wall joint or from floor cracks passes through the WaterGuard™MPS System onto the basement floor.

Clean Space™. Contractor warrants that the Clean Space™ liner will be free from Defects for 25 years from the original date of installation or Contractor will repair or replace the Clean Space™ liner. For the purposes of this Clean Space™ Limited Warranty, "Defect" shall mean (a) any hole or tear in the Clean Space™ liner or (b) when Clean Space™ is installed with a Drainage System warranted by Contractor under this Limited Warranty, the presence of ground water on the top of the Clean Space™ liner.

Sump Pumps. Contractor warrants that sump pumps will be free from Defects for 2 years from the original date of installation or Contractor will replace or repair the defective sump pump(s). For purposes of this Sump Pump Limited Warranty, "Defect" means the failure of a sump pump to operate under normal use and service. Contractor makes no warranty that the number and type of sump pumps installed are sufficient to handle the volume of water on the Property, and this Limited Warranty does not cover the cost of any additional sump pumps and sump pits determined to be necessary to handle such volume.

Dehumidifiers. Contractor warrants that dehumidifiers will be free from Defects for 5 years from the original date of installation or Contractor will repair or replace the defective dehumidifier(s). For purposes of this Dehumidifier Limited Warranty, "Defect" means the failure of a dehumidifier to operate under normal use and service.

*The presence of any of the following conditions shall not be considered "Defects" in any Drainage System, WaterGuard™MPS, or Clean Space™ liner: window well flooding; condensation; water vapor transmission; concrete discoloration; water leaking out of the wall over the Drainage System without a wall system; efflorescence (white powder) on concrete; shrinkage cracks in new concrete; peeling paint; water accumulation in the yard once pumped from the structure, or leaks caused by chimneys, plumbing, or frozen discharge lines.

EXCLUSIONS FROM COVERAGE

This Limited Warranty does not cover Defects caused directly or indirectly by any of the following: (1) Neglect, misuse, abuse, or alteration of the Product; (2) clogging or malfunctioning of a Product caused by mineral accumulations, iron bacteria, tree roots, mud, sand, or similar causes; (3) failure to maintain positive drainage away from the Property foundation; (4) failure to keep gutters on the Property in good and working order; (5) failure to direct downspouts sufficiently away from the Property foundation; (6) failure or delay in performance or damages caused by acts of God (flood, fire, storm, etc.), acts of civil or military authority, or any other cause outside of Contractor's control; and (7) any items mentioned in this Contract under "Customer Will", "Contractor Will", "Specifications", "Labels", and "Additional Notes".

LIMITED REMEDY

Contractor's sole obligation to Customer with respect to this Limited Warranty is to provide the labor and materials necessary to replace or repair any Defect as set forth in the "Limited Warranty" section above. Contractor is not responsible for any consequential, incidental, or indirect damages, including without limitation: (a) water damage to the Property or personal property; (b) costs for any finish carpentry, painting, paneling, landscaping, or other work necessary to restore the Property after Contractor's work is completed; (c) utility damage that occurs as a result of Contractor's installation is limited to replacing/repair the area Contractor damaged and does not include any upgrades to utilities for code compliance or other reasons; (d) pets escaping from or being injured in or around the work area; and (e) damages caused by mold including, but not limited to, property damage, bodily injury, loss of income, loss of use, loss of value, emotional distress, adverse health effects, death, or any other effects.

EXCLUDED PRODUCTS

All Other Products. Except for the Products listed in the "Limited Warranty" section above, Contractor makes no express warranty, and disclaims all implied warranties, for any other product or service provided by Contractor to Customer.

BOND TO INSURE AGAINST DOUBLE PAYMENT

Date: July 28, 2020

Office of Auditor, Appanoose County, Centerville, Iowa

WHEREAS, on or about the 18th day of May, 2020 there was issued from the above named office

CHECK # 34693 FUND # 60500

AMOUNT \$2,248.69 ACCOUNT # 60800-03000-296-56-710

PAYABLE TO Davis County Community Schools
500 E North St
Gloomfield, IA 52537

WHEREAS, the said CHECK has been lost and cannot be found, and

WHEREAS, Davis Co. Community Schools has requested that a duplicate be issued therefore, and which the officer in charge of said office is about to do;

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That Davis Co. Community Schools is held and firmly bound unto Appanoose County and the Auditor in the sum of Two Thousand two hundred forty eight and 69/100 (\$2,248.69) Dollars to make good and save to Appanoose County and the Auditor harmless from all costs and expenses of any nature whatsoever on account of the issue and payment of said duplicate CHECK and shall protect Appanoose County and the Auditor from any and all obligations on the original CHECK as aforesaid issued, then this obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Signed this 28th day of July, A.D. 2020

Betsy J. Barrett
Payee or Authorized Signer

STATE OF IOWA, COUNTY OF Davis

This instrument was acknowledged before me on 7/28/20 (Date)

by Betsy J. Barrett
Payee or Authorized Signer

Wende Howk
Signature of Notary Public
Payroll Secretary
Title



SEAL

My Commission Expires 8/25/21



MMP Short Form for Annual Updates

Iowa law requires confinement feeding operations to submit updated manure management plans (MMPs) and fees on an annual basis. The update, which must be submitted on this form, may be submitted any time in the 45 days prior to the due date. If the update is not submitted to the appropriate DNR field office by the due date, a Notice of Violation will be issued. If a complete update, including fees, is not submitted by the end of the month in which it is due, the matter will be referred to our legal services section for enforcement action, including a \$3,000 penalty. The postmark is considered the submittal date for mailed updates.

Instructions:

1. Fill in the facility information including name, ID number, location, and owner/contact information. Check the box(es) below that apply to your operation. Sign and date the form.
2. Make copies of this form for yourself, the appropriate county or counties, and the DNR field office.
3. Submit a copy of this form and the changes to the plan to the appropriate county or counties.
4. Submit a copy of this form (signed and dated by the facility owner and by the county representative(s)) to the appropriate DNR field office. You do not need to submit the changes to the DNR field office. Submit only this form.
5. Attach a copy of the compliance fee form (542-8054) along with a check made out to the DNR.

Facility Name: <u>White Pork</u>		Facility ID #: <u>65977</u>	
Facility Address: <u>24391 610th St.</u>		Exline	IA
<small>(Address)</small>		<small>(City)</small>	<small>(State)</small>
			52555
			<small>(Zip)</small>
Location			
<u>NE</u>	<u>1/4</u> of the	<u>NW</u>	<u>1/4</u> of Sec
<small>(1/4)</small>		<small>(1/4)</small>	
<u>21</u>	T	<u>67N</u>	R <u>17W</u>
<small>(Section)</small>		<small>(Tier & Range)</small>	
		<u>Caldwell</u>	<u>Appanoose</u>
		<small>(Township Name)</small>	<small>(County)</small>
Owner's Name: <u>White Pork, LLC</u>		Phone Number: <u>541-895-8014</u>	
Mailing Address: <u>22886 540th St.</u>		Centerville	IA
<small>(Address)</small>		<small>(City)</small>	<small>(State)</small>
			52544
			<small>(Zip)</small>
Contact Name: <u>Brian Ritland</u>		Phone Number: <u>641-648-7300</u>	
<small>(if different than owner)</small>			
Mailing Address: <u>620 Country Club Road</u>		Iowa Falls	IA
<small>(Address)</small>		<small>(City)</small>	<small>(State)</small>
			50126
			<small>(Zip)</small>

Changes indicated below must be included in your current, on-site copy of the MMP (kept within 30 miles of the site) Prior to making changes in manure management practices, the on-site copy must be updated to show the proposed changes.

I have made no changes to my MMP.

I have made the following changes to my MMP:

- I have added acres.
- I have changed my crop rotation or optimum yields.
- My type of feeding system has changed.
- I used a different method of application.
- I am using a manure analysis for determining application rates when applying manure
- I am electing to be a small animal feeding operation (SAFO)
 - The manure has been removed/applied effective _____ (date)
 - The animal unit capacity of my facility has changed to _____ (AUCs)
 - Compliance Fee Form (542-8064) to be submitted with original election (no check required)

The animal unit capacity of my facility has changed. (Contact your local DNR field office.)

I have made (other) changes to my MMP. Describe: _____

Signature of Facility Owner: Date: 22 June 2020

VERIFICATION OF COUNTY RECEIPT: I have received a complete copy of the annual MMP update.

County: Appanoose Signature: Date: 7/20/2020

County: _____ Signature: _____ Date: _____

County: _____ Signature: _____ Date: _____

To be approved, the update must be submitted on this form, at least one of the boxes above must be checked, the form must be

CDBG COVID-19 Response- Recipient Guidance & Instructions

1. The City/ County will need to schedule a public hearing to discuss your CDBG funded project.

Note- In light of COVID-19 concerns, public hearings may be held virtually, as long as publication requirements are followed.

The public must be notified of the public hearing, as the intent is to make sure residents are aware of the project. You will need to have a public hearing notice published no more than 20 days and no less than 4 days from the date of the public hearing.

At this public hearing, the city/county must present to the public:

1. Need for the CDBG project
2. Description of the CDBG funded project & activities
3. The amount of CDBG funds for the project
4. Estimated amount of CDBG assistance that will benefit low and moderate income persons
5. The location of project activities
6. Any relocation that will have to take place as a result of the CDBG project (This will be not applicable but will need to still be addressed at the public hearing)
7. City/ County contact information for residents to contact with concerns or complaints regarding the project.
8. Community Development and Housing Needs of low to moderate persons in the city/ county and any planned or potential activities to address these needs.
(Note: The City/County should ask for public input on this item and include public comments in the minutes)
9. Other Community Development and Housing needs and any planned or potential activities to address these needs.
(Note: The City/County should ask for public input on this item and include public comments in the minutes)

The City/County must prepare public hearing minutes from this public hearing. The public hearing minutes must include the information provided at the hearing on the 9 points listed above.

The city will need to submit proof of publication for the hearing notice and public hearing minutes to IEDA. These can be emailed to Dan Narber at dan.narber@iowaeda.com.

2. The City/ County will need to submit a W-9 form, if one is not already on file with IEDA.

The W-9 form is an IRS form that can be found here:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Completed & signed W-9 forms should be submitted to Khristy Smith at Khristy.smith@iowaeda.com

- 3. If the City/ County would like reimbursements submitted via direct deposit, the City/County will need to complete the Direct Deposit form, if one is not already on file at IEDA.**

This form can be found here:

<https://www.iowaeconomicdevelopment.com/userdocs/documents/ieda/2018CDBGDirectDepositAuthorizationForm.pdf>

Submittal instructions are included on this form.

- 4. The City/ County will need to sign and submit an Environmental review form**

IEDA will email all recipients the Environmental Review Form. This form should be signed by the Mayor or the County Board of Supervisors Chair. Once signed, the form should be scanned and emailed back to Khristy Smith at Khristy.smith@iowaeda.com

- 5. The City/County will need to pass the following CDBG required policies:**

1. Residential Anti-Displacement and Relocation Assistance Plan (RARA)
2. Excessive force resolution
3. Equal Opportunity Policy
4. Fair Housing Policy
5. Code of Conduct
6. Procurement Policy

Please see attached samples of the policies listed above.

- 6. You will need to include required federal language in all contracts you have with service providers for this project, if applicable.**

Please see the attached required federal language that should be included in all contracts for services associated with this project.

- 7. The City/ County will need to keep documentation of all project costs to submit to IEDA for reimbursement.**

- a. This documentation should clearly outline expenses incurred for the City/County's CDBG project.
- b. Non profits/ entities providing public services will need to bill the City/ County for those services and/ or equipment. IEDA cannot reimburse the City/ County for invoices that are not made out directly to the City/ County.
- c. The City / County will then submit an official invoice to IEDA with the amount of reimbursement requested. This invoice must include the Mayor's/Board Chairperson's signature.

- d. Please attach all supporting cost documentation/ invoices to the invoice from the City/County. This documentation should be scanned and emailed to Dan Narber at dan.narber@iowaeda.com
- e. IEDA can only reimburse the City/ County for documented costs. If actual, documented project costs are less than the award amount, IEDA will only be able to reimburse the City/ County for the lesser amount.
- f. Cities/ Counties should receive reimbursement approximately 4-5 weeks from the date cost documentation is submitted to IEDA. Please note this timeframe is not determined by IEDA, as payments must go through State General Accounting and the Treasurer of State.

8. The City/ County will need to hold a 2nd public hearing when you request reimbursement from IEDA for your project cost.

Note- In light of COVID-19 concerns, public hearings may be held virtually, as long as publication requirements are followed.

The public must be notified of the public hearing, as the intent is to make sure residents are aware of the project. You will need to have a public hearing notice published no more than 20 days and no less than 4 days from the date of the public hearing.

At this public hearing, the city/county must present to the public:

- 1. Need for the CDBG project
- 2. Description of the CDBG funded project & activities
- 3. The amount of CDBG funds for the project
- 4. Estimated amount of CDBG assistance that will benefit low and moderate income persons
- 5. The location of project activities
- 6. Any relocation that will have to take place as a result of the CDBG project (This will be not applicable but will need to still be addressed at the public hearing)
- 7. City/ County contact information for residents to contact with concerns or complaints regarding the project.
- 8. Community Development and Housing Needs of low to moderate persons in the city/ county and any planned or potential activities to address these needs.
(Note: The City/County should ask for public input on this item and include public comments in the minutes)
- 9. Other Community Development and Housing needs and any planned or potential activities to address these needs.
(Note: The City/County should ask for public input on this item and include public comments in the minutes)

The City/County must prepare public hearing minutes from this public hearing. The public hearing minutes must include the information provided at the hearing on the 9 points listed above.

SAMPLE PUBLIC HEARING NOTICE

NOTICE OF PUBLIC HEARING ON THE STATUS OF FUNDED ACTIVITIES FOR THE ***{PROJECT NAME}***.

Pursuant to the requirements of Section 508 of the Housing and Community Development Act of 1987, as amended, the _____ ***City Council or*** _____ ***County Board of Supervisors*** will hold a public hearing on ***{date}*** at ***{time}*** at ***{location of meeting}***. The purpose of the hearing will be to discuss the status of funding for the ***{project name and brief project description}***. The project is being funded in through a Community Development Block Grant provided by the Iowa Economic Development Authority. If you have questions concerning the project or if you require special accommodations to attend the hearing such as handicapped accessibility or translation services, you may contact ***{name of person}*** at ***{telephone number}***. Persons interested in the status of funding or the progress of the project are welcome to attend this meeting.

DRAFT RESIDENTIAL ANTI DISPLACEMENT & RELOCATION ASSISTANCE PLAN

This Residential Anti-displacement and Relocation Assistance Plan is prepared by [name of city/ county] in accordance with the Housing and Community Development Act of 1974, as amended; and HUD regulations at 24 CFR 42.325 and is applicable to our CDBG¹, UDAG and/or HOME-assisted projects.

Minimize Displacement

Consistent with the goals and objectives of activities assisted under the Act, [jurisdiction] will take the following steps to minimize the direct and indirect displacement of persons from their homes: *(The steps provided below are examples only, each jurisdiction must determine the actions it will take based on local needs and priorities.)*

- Coordinate code enforcement with rehabilitation and housing assistance programs.
- Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent undue financial burden on established owners and tenants.
- Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation, working with empty units first.
- Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.
- Adopt policies to identify and mitigate displacement resulting from intensive public investment in neighborhoods.
- Adopt policies which provide reasonable protections for tenants faced with conversion to a condominium or cooperative.
- Adopt tax assessment policies, such as deferred tax payment plans, to reduce impact of increasing property tax assessments on lower income owner-occupants or tenants in revitalizing areas.
- Establish counseling centers to provide homeowners and tenants with information on assistance available to help them remain in their neighborhood in the face of revitalization pressures.
- Where feasible, give priority to rehabilitation of housing, as opposed to demolition, to avoid displacement.
- If feasible, demolish or convert only dwelling units that are not occupied or vacant occupiable dwelling units (especially those units which are “lower-income dwelling units” (as defined in 24 CFR 42.305).
- Target only those properties deemed essential to the need or success of the project.

Relocation Assistance to Displaced Persons

[city/county] will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under the [CDBG and/or HOME] Program[s], move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant, will be provided relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24.

¹ CDBG programs include: Entitlement Community Development Block Grant (CDBG) Program, State CDBG Program, CDBG Small Cities Program, Section 108 Loan Guarantee Program, CDBG Special Purpose Grants Program, and the Neighborhood Stabilization Program (NSP).

One-for-One Replacement of Lower-Income Dwelling Units

The [city/county] will replace all occupied and vacant occupiable lower-income dwelling units demolished or converted to a use other than lower-income housing in connection with a project assisted with funds provided under the [CDBG and/or HOME] Program[s] in accordance with 24 CFR

42.375. Before entering into a contract committing *[city/county]* to provide funds for a project that will directly result in demolition or conversion of lower-income dwelling units, *[jurisdiction]* will make public by *[describe how, such as publication in a newspaper of general circulation]* and submit to HUD *[the State, under the State CDBG and/or HOME Program(s)]* the following information in writing:

A description of the proposed assisted project;

The address, number of bedrooms, and location on a map of lower-income dwelling units that will be demolished or converted to a use other than as lower-income dwelling units as a result of an assisted project;

A time schedule for the commencement and completion of the demolition or conversion;

To the extent known, the address, number of lower-income dwelling units by size (number of bedrooms) and location on a map of the replacement lower-income housing that has been or will be provided.

NOTE: See also 24 CFR 42.375(d).

5. The source of funding and a time schedule for the provision of the replacement dwelling units;

The basis for concluding that each replacement dwelling unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and

Information demonstrating that any proposed replacement of lower-income dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the HUD-approved Consolidated Plan and 24 CFR 42.375(b).

To the extent that the specific location of the replacement dwelling units and other data in items 4 through 7 are not available at the time of the general submission, *[city/county]* will identify the general location of such dwelling units on a map and complete the disclosure and submission requirements as soon as the specific data is available.

Replacement not Required Based on Unit Availability

Under 24 CFR 42.375(d), the *[city/county]* may submit a request to HUD (or to the State, if funded by the State) for a determination that the one-for-one replacement requirement does not apply based on objective data that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within the area.

Contacts

The *[name and phone number of the office]* is responsible for tracking the replacement of lower income dwelling units and ensuring that they are provided within the required period. The is responsible for providing relocation payments and other relocation assistance to any lower lower-income person displaced by the demolition of any dwelling unit or the conversion of lower-income dwelling units to another use.

ADOPTED AND APPROVED THIS DATE: _____

Signed (Mayor/ County Board Chair _____

Attest: _____

SAMPLE EXCESSIVE FORCE POLICY

WHEREAS, *{jurisdiction}* has received federal funding through the Community Development Block Grant (CDBG) program; and,

WHEREAS, Section 519 of the Department of Veteran Affairs and U.S. Department of Housing and Urban Development, and Independent Agencies Appropriations Act of 1990 requires that all CDBG recipients adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within the recipient's jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

WHEREAS, all recipients of CDBG funds are further required to follow a policy of enforcing applicable state and local laws against physically barring entrances or exits to a facility that is the subject of a nonviolent protest demonstration; and

WHEREAS, *{jurisdiction}* endorses a policy prohibiting the use of excessive force and will inform all law enforcement agencies within its jurisdiction of this policy,

NOW, THEREFORE, BE IT RESOLVED, *{jurisdiction}* hereby prohibits any law enforcement agency operating within its jurisdiction from using excessive force against any individuals engaged in nonviolent civil rights demonstrations. In addition, *{jurisdiction}* agrees to enforce any applicable state or local laws against physically barring entrances or exits from a facility or location that is the subject of a non-violent protest demonstration. *{jurisdiction}* further pledges enforcement of this policy within its jurisdiction and encourages any individual or group who feels that *{jurisdiction}* has not complied with this policy to file a complaint.

Information and assistance relative to excessive force complaints shall be provided by *{name and phone number of the jurisdiction's office responsible for policy enforcement}*.

Adopted by *{jurisdiction}* this ___ day of _____, 20___

Signed *{chief elected official}* _____

SAMPLE EQUAL OPPORTUNITY POLICY

DATE: ____ / ____ / ____

It is the policy of *(City/County)* to provide equal opportunity to all employees, applicants and program beneficiaries; to provide equal opportunity for advancement of employees; to provide program and employment facilities which are accessible to the handicapped and to administer its programs in a manner that does not discriminate against any person because of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship or sexual orientation.

The *Mayor/Chairperson* has ultimate responsibility for the overall administration of the affirmative action/equal opportunity program. The total integration of equal opportunity into all parts of personnel and program management is the *Mayor/Chairperson's* responsibility. The *Mayor/Chairperson* will review all policies and procedures as they affect equal opportunity and affirmative action and ensure compliance with relevant federal and state statutes.

The right of appeal and recourse is guaranteed by *(City/County)*. Any person who feels that he or she has been denied employment, participation, representation, or services in any program administer by the *(City/County)* because of race, creed, color, religion, sex, national origin, age, disability, political affiliation, sexual orientation, or citizenship has the right to file an equal opportunity complaint. Information and assistance relative to equal opportunity complaints shall be provided by _____, who can be contacted at _____.

This Equal Opportunity Policy of the *(City/County)* shall be posted in conspicuous places within the facility, distributed to all employees, contractors and to the persons of all advisory and policy-making groups.

Mayor/Chairperson

City/County

SAMPLE AFFIRMATIVE FAIR HOUSING POLICY

This notice is published pursuant to the requirements of Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with federal assistance, and with Title VIII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in the provision of housing because of race, color, creed, religion, sex, national origin, disability or familial status.

(Recipient Name, City and State) advises the public that it will administer its assisted programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing and the provision of brokerage services.

(Recipient Name) shall assist individuals who believe they have been subject to discrimination in housing through the resources of the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

(Recipient Name) has designated the following (person or office) as the contact to coordinate efforts to comply with this policy. Inquiries should be directed to:

Insert: Equal Housing Opportunity Symbol here. Samples included on next page

NAME: _____

OFFICE: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____

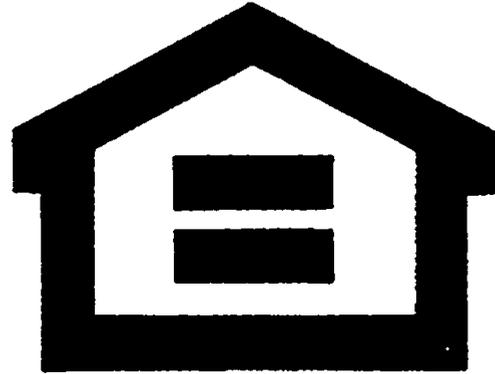
HOURS: _____

HUD Equal Housing Opportunity

Slogan and Logo



**EQUAL HOUSING
OPPORTUNITY**



**EQUAL HOUSING
OPPORTUNITY**



**EQUAL HOUSING
OPPORTUNITY**



**EQUAL HOUSING
OPPORTUNITY**



**EQUAL HOUSING
OPPORTUNITY**



**EQUAL HOUSING
OPPORTUNITY**



**EQUAL HOUSING
OPPORTUNITY**



**EQUAL HOUSING
OPPORTUNITY**



**EQUAL HOUSING
OPPORTUNITY**

SAMPLE CODE OF CONDUCT

PURPOSE

The purpose of this Code of Conduct is to ensure the efficient, fair, and professional administration of federal grant funds in compliance with 2 CFR Part 200.318 and other applicable federal and state standards, regulations, and laws.

APPLICATION

This Code of Conduct applies to all officers, employees, or agents of (Recipient) engaged in the award or administration of contracts supported by federal grant funds.

REQUIREMENTS

No officer, employee, or agent of (Recipient) shall participate in the selection, award, or administration of a contract supported by federal grant funds, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer, or agent;
- b. Any member of his/her immediate family;
- c. His/her partner; or
An organization which employs or is about to employ any of the above; or, has a financial or other interest in the firm selected for award.

(Recipient) officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or subcontractors.

FRAUD, WASTE AND ABUSE

(Recipient) has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. All officers, employees, or agents shall notify the (Recipient) of suspected actions. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted. Concerns may be reported to (contact at Recipient, address and phone number of contact)

REMEDIES

To the extent permitted by federal, state, or local laws or regulations, violation of these standards may cause penalties, sanctions, or other disciplinary actions to be taken against (Recipient's) officers, employees, or agents, or the contractors, potential contractors, subcontractors, or their agents.

Passed and adopted this _____ day of _____, _____.

(signature)

(typed name), (title)

ATTEST:

(signature)

SAMPLE PROCUREMENT POLICY

PURPOSE

The purpose of this Procurement Policy is to ensure that sound business judgment is utilized in all procurement transactions and that supplies, equipment, construction, and services are obtained efficiently and economically and in compliance with applicable federal law and executive orders and to ensure that all procurement transactions will be conducted in a manner that provides full and open competition.

APPLICATION

This policy applies to the procurement of all supplies, equipment, construction, and services of and for (Recipient) related to the implementation and administration of the CDBG award. All procurement will be done in accordance with 2CFR Part 200 and Appendix II to Part 200.

POLICY

GENERAL PROCUREMENT PRACTICES

(Recipient) will adhere to the following general procurement practices: document procurement standards; maintain oversight of contractors to ensure performance in accord with standards; avoid acquisition of unnecessary or duplicative items; encourage procurement or use of shared goods and services; use Federal excess and surplus property when feasible; encourage value-engineering clauses in construction contracts; award contracts only to responsible contractors; limit use of time and materials contracting; and use good administrative judgment to settle all contractual and administrative issues.

COMPETITION

(Recipient) will provide full and open competition; publishing (in newspaper) ; prohibit use of state or local geographical preferences; develop written procedures for procurement transactions to ensure competition is not restricted; and ensure that pre-qualified lists are current.

FIVE METHODS OF PROCUREMENT

Procurement under grants shall be made by one of the following methods, as described herein: (a) micro-purchase; (b) small purchase procedures; (c) sealed bids (formal advertising/published); (d) competitive proposals; (e) noncompetitive proposals.

- A. Micro-purchase includes the acquisition of supplies or services that do not exceed \$3,000 (or \$2,000 for acquisitions for construction subject to Davis-Bacon Act)
- B. Small purchase procedures are relatively simple and informal procurement methods that are sound and appropriate for the procurement of services, supplies, or other property, costing in aggregate not more than \$150,000. If small purchase procedures are used for a procurement under a grant, then a price or rate quotations (minimum of 2) shall be obtained from an adequate number of qualified sources.

C. In sealed bids (formal advertising), sealed bids are publicly solicited (published) and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all of the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the required method for procuring construction.

1. In order for formal advertising to be feasible, appropriate conditions must be present, including, at a minimum, the following:

- a) A complete, adequate and realistic specification or purchase description is available.
- b) Two or more responsible bidders are willing and able to compete effectively for (Recipient's) business; and
- c) The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally on the basis of price.

2. When sealed bids are used for a procurement under a grant, the following requirements apply:

- a) A sufficient time prior to the date set for opening of bids, bids shall be solicited (publicly advertised/published) from an adequate number of known suppliers.
- b) The invitation for bids, including specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the invitation for bids.
- c) All bids shall be opened publicly at the time and place stated in the invitation for bids.
- d) A firm-fixed-price contract award shall be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine low bid when prior experience of (Recipient) indicates that such discounts are generally taken.
- e) Any or all bids may be rejected if there are sound documented business reasons in the best interest of the program.

D. Procurement by competitive proposals (RFP or RFQ) is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursable type contract is awarded, as appropriate. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids. If the competitive proposals method is used for a procurement under a grant, the following requirements apply:

1. Requests for Proposals shall be publicized (publicly advertised/published) and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical.

2. Requests for Proposals shall be solicited from an adequate number of qualified sources.
 3. (Recipient) shall have a method for conducting evaluations of the proposals received and for selecting awardees.
 4. Awards will be made to the responsible offeror whose proposal will be most advantageous to the procuring party, with price (other than architectural/engineering – no price in RFQ's) and other factors considered. Unsuccessful offerors will be promptly notified in writing.
 5. (Recipient) should use competitive proposal procedures for qualification-based procurement of architectural/engineering (A/E) professional services whereby competitor's qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in the procurement of A/E professional services. It cannot be used to procure other types of services (e.g., administration professional services) even though A/E firms are a potential source to perform the proposed effort.
- E. Noncompetitive proposal is procurement through solicitation of a proposal from only one source, or after solicitation from a number of sources, competition is determined inadequate. A noncompetitive proposal means a procurement through either a "sole source," when the Recipient solicits an offer from one source, or a "single source," when the Recipient solicits offers from multiple sources but receives only one or the competition is determined inadequate. Noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids (formal advertising), or competitive proposals. Circumstances under which a contract may be awarded by noncompetitive proposals are limited to the following:
1. The item is available from only a single source;
 2. After solicitation of a number of sources, competition is determined inadequate;
 3. A public exigency or emergency exists when the urgency for the requirement will not permit a delay incident to competitive solicitation; and
 4. The awarding agency (IEDA) authorizes noncompetitive proposals. (Sole or single source procurement for supplies, equipment, construction, and services valued at \$25,000 or more must have prior approval of the Iowa Economic Development Authority).

Sole or single source procurement is unusual and the circumstances and rationale for its use must be fully documented. Additionally, IEDA must approve in advance sole or single source procurement for contracts or purchases valued at \$25,000 or more.

- F. (Recipient) will provide, to the greatest extent possible, that contracts be awarded to qualified small and minority firms, women business enterprises, and labor surplus area firms whenever they are potential sources.

- G. Any other method of procurement must have prior approval of the Iowa Economic Development Authority.

RECYCLED MATERIALS

(Recipient) will procure items with recycled content following the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content.

BID LANGUAGE - PROCUREMENT OF RECOVERED MATERIALS

Recipients shall include in all request for proposals and bid documents the following language.

“The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content.”

CONTRACT PRICING

- A. The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.
- B. (Recipient) shall perform some form of cost/price analysis for every procurement action, including modifications, amendments or change orders.

PROCUREMENT RECORDS

(Recipient) shall maintain records sufficient to detail the significant history of a procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. (Recipient) shall make technical specifications and procurement documents available for review upon request.

BONDING REQUIREMENTS

Bonding requirements for construction or facility improvement contracts must meet the federal minimum requirements or receive a determination that the federal interest is adequately protected.

Passed and adopted this _____ day of _____, _____.

(signature)

(typed name), (title)

ATTEST

(signature)

(typed name), (title)

REQUIRED FEDERAL LANGUAGE FOR CONTRACTS PAID WITH CDBG FUNDS

All project contracts shall contain at a minimum the following provisions, as appropriate.

ALL CONTRACTS

1. Access and Maintenance of Records

The contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259
Equal Opportunity Housing
- Iowa Civil Rights Act of 1965.
This Act mirrors the Federal Civil Rights Act.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial

assistance.

- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

3. Termination Clause

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

4. Certification regarding government-wide restriction on lobbying.

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or

entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

6. Recycled Materials

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content.

7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

ALL CONTRACTS IN EXCESS OF \$10,000

Federal Executive Orders 11246 and 11375:

Provides that no one be discriminated in employment.

"During the performance of this contract, the contractor agrees as follows:"

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ALL CONTRACTS IN EXCESS OF \$100,000

Clean Air and Water Acts:

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738. *Providing administration of the Clean Air and Water Acts*

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

Prepared by Mackenzie Milani – Assistant to the Engineer –Centerville, IA 52544 – (641-856-6193)

RESOLUTION NO. _____

WHEREAS, a request has been made by the County Engineer to vacate a county road which is described as follows:

Alley running East and West 100 feet north of 523rd Street, in Sidle's 1st Subdivision block 3 Southeast Quarter of the Northwest Quarter Section 3 Township 68 North, Range 19 West more particularly described as follows:

Beginning at the Southeast Corner of Lot 8 Block 3, thence proceeding West to the Southwest Corner of Lot 15 Block 3.

WHEREAS, on the 21st day of July, 2020 notice of said hearing was sent by certified mail to the affected property owners, all utility companies whose facilities are on the road right-of-way and the Iowa Department of Transportation; and

WHEREAS, on the 23rd day of July, 2020 a Notice of Public Hearing for the proposed road vacation was published in the Ottumwa Courier and Moravia Union, newspapers of general circulation in the County where said road is located; and

WHEREAS, a hearing was held by the Appanoose County Board of Supervisors on the 3rd day of August, 2020; and

WHEREAS, the Appanoose County Board of Supervisors have determined that provisions of Chapter 306 of the Iowa Code have been met; and

WHEREAS, it has been determined to in the best interest of the County and the affected property owners that the County not purchase the vacated road, but instead transfer said road to the adjoining property owners by resolution; and

WHEREAS, the adjoining property owners are:
George and Sandra Beale
Christine Guido

NOW, THEREFORE, BE IT RESOLVED by the Appanoose County Board of Supervisors the above described road is hereby vacated and ownership of same is transferred to the adjoining property owners.

PASSED AND APPROVED this 3rd day of August, 2020

Signed: Appanoose County Board of Supervisors

Mark Waits, Chairman

Neal Smith, Member

Linda Demry, Member

ATTEST: _____
Kelly Howard, County Auditor

Appanoose County Zoning

Appanoose County Courthouse

201 N. 12TH ST. Centerville, IA

bburgin@appanoosecounty.net

PH: 641.437.4529 FAX: 641.856.3062

Appanoose County Board of Supervisors:

The Appanoose County Zoning Commission approved the following at the board meeting held at 5:00 pm on July 20, 2020. They voted unanimously to approve the following:

- Emily & Boyd Johnson to change from Ag to Commercial for the use of Storage Units.
- The Amendment change for Article XI of the Zoning Ordinance.

Therefore, we request the approval by the Board of Supervisors.

Beth Burgin, Zoning Administrator

Ammendment to Article XI – Additional Use Regulations

H. Recreational Vehicles and Storage

Amendment is to be stated as:

4. If the recreational vehicle is NOT within 1,000 feet of any Lake subdivision the owner will be able to keep their recreational vehicle there on a fulltime basis.

a. There will be a one-year permit fee of \$150.00. Each permit will be good for twelve (12) months from the time of original request of the permit.

b. A 911 address will be required at the place of the recreational vehicle. A driveway must be available for the above said address to be assigned.

c. A septic holding tank and / or a septic system must be installed on the lot / parcel with a copy given to the Zoning Administrator.

ORDINANCE NUMBER ZOMA 0615-03

*Prepared & Certified by Elizabeth Burgin, Appanoose County Zoning Administrator
Return to Appanoose County Zoning, 201 N 12th St., Centerville, IA 52544*

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP, WHICH IS CONSIDERED PART OF THE APPANOOSE COUNTY, IOWA RATHBUN RESERVOIR ZONING DISTRICT ORDINANCE, ORDINANCE #31, ADOPTED APRIL 6, 1970, BOOK 39 MISCELLANEOUS, PAGE 545 will be heard August 3, 2020 at 9:00 am. in the Board of Supervisors Office of the Appanoose County Courthouse, 201 N 12th, Centerville IA. The Amendment will read as follows:

- SECTION 1. RESCISSION. This Ordinance rescinds the current zoning designation, "Agriculture" on the Boyd & Emily Johnson property legally described as: Parcel A in N 1/2 W 12 AC SE SW West of the 5th Principal Meridian, Appanoose County, Iowa on the Official Zoning Map as was adopted on April 6, 1970.
- SECTION 2. ADOPTION. This Ordinance adopts in lieu thereof a new zoning designation, "Commercial", for the properties legally described above, on the Official Zoning Map.
- SECTION 3. INTEGRATION WITH CODE. Each section, provision or part of this Ordinance which is followed by a section number shall be inserted in the Appanoose County Zoning Ordinance (Ordinance 31), adopted on April 6, 1970 as indicated by said section number and hereafter shall be cited by reference to said section number.
- SECTION 4. REPEALER. All ordinances and resolutions, parts thereof or amendments thereto, in conflict with this Ordinance are hereby repealed.
- SECTION 5. SEVERABILITY OF REPEALER. All ordinances and resolutions, parts thereof or amendments thereto, not directly affected by this Ordinance shall remain in full force and effect.
- SECTION 6. SEVERABILITY. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such section, provision, or part shall be severable from the rest of the Ordinance, and such adjudication shall not affect the validity of the ordinance as a whole, or any section, provision, or part not adjudged invalid or unconstitutional.
- SECTION 7. EFFECTIVE DATE. This Ordinance shall be in full force and effect after its final passage and publication as provided by law.

PUBLIC HEARING AND FIRST PASSAGE (READING) on August 3, 2020

SECOND PASSAGE (READING) on _____

THIRD AND FINAL PASSAGE (READING) AND ADOPTION on _____

Board of Supervisors Chair

County Auditor



2. Linda Rouse asked if she is able to speak for Wayne to adjust her hours to 36 at Appanoose and 4 at Wayne. Hannah said that should work.
 3. Art Kirchoff said she should be limited to 40 hours.
 - iv. Motion on the floor by Art Kirchoff is on the floor to have Hannah act as the Interim Director for 60-90 days, at 36 hours, with a salary commensurate to the previous Director's salary. Mark Waits seconded. All voted aye
3. Campground Hose at Lelah Bradley
 - a. Art Kirchoff made a motion to table that discussion until there is a new director. Linda Rouse seconded. All voted aye.

New Business

1. Special Use Permit at Ross – Chris Facco
2. Campground Homeless Policy
3. Private land access through Park Property

Linda Rouse made a motion to table all the issues until the next meeting. Art Kirchoff seconded. All voted aye.

Public Comment

Mark Hoffman asked how much money was returned. Linda Rouse said \$19,062 was turned back from the general fund, plus the Land Acquisition fund which totaled \$35,000 unused. The total budget was \$289,905.

Hannah Wiltamuth said there has been a problem keeping the restrooms clean. Linda Rouse asked if it was intentional. Hannah said her understanding is that it is campers' kids flushing paper towels down toilets and that sort of thing. Linda Rouse said a sign could be posted that parents should supervise their children in the restroom. Hannah said there have been signs put up with our number to call if there are issues. Hannah asked if they could revisit having a campground host to keep an eye on it. Randy McPherrren said that's what he was thinking, hosts are helpful in parks. Hannah said Scott Squires has talked with someone interested in doing it. Linda Rouse said it was Art Kirchoff's motion to table it and he should be asked. Art Kirchoff said he is not sure what the plan would be. Is the person paid or camp for free? If there is a return, the new director should have say. Randy McPherrren said they usually get free camping and they have tasks to contribute. Usually the only cost is free camping. Art Kirchoff said there is a need for one. Randy McPherrren asked if they could revisit it and do it as an experiment. Pam Messersmith said we are already at Mid-July. So the host can run from now until Labor Day. Linda Rouse said there still needs to be a sign. Art Kirchoff said he will retract the motion as long as we have somewhere to go with the host. Randy McPherrren said the Campground Host is a good experiment. He would be open to a Campground Host that Hannah approves of through Labor Day. Hannah said the way they do it at Wayne County is the person gets a campsite in exchange for hosting during the weekend and keeping an eye on things. They should call the conservation staff or law enforcement as necessary. In addition, they clean the restrooms at Wayne County. Nobody at the ACCB staff has had COVID cleaning training, so we could get them in that with us. Angela Belloma is the person who has expressed interested. She said she will clean the restrooms if we would like. Linda Rouse asked if Carters had been asked. Hannah said he had not been asked, but as of the last meeting she was under the impression he