

May 30, 2023
Bloomfield, Iowa
Courthouse Boardroom
8:30 A.M.

The Davis County Board of Supervisors met in regular session on Tuesday, May 30, 2023, with Vice Chairman Dave Henderson and Alan Yahnke present. Ron Bride was absent.

Alan Yahnke made motion, seconded by Dave Henderson and carried unanimously, to approve the agenda.

Alan Yahnke made motion, seconded by Dave Henderson and carried unanimously, to approve and sign the Minutes of Monday, May 22, 2023.

The Board met with John Schroeder, on behalf of the Bloomfield Rotary Foundation, to request use of the courtyard for their annual 4th of July Pancake Breakfast. Alan Yahnke made motion, seconded by Dave Henderson and carried unanimously to approve this use of the courtyard.

The Board met with custodian Randy Norman, who reported that he is sanding and applying varnish to the East wooden doors of the Courthouse. He will be working on the West doors next.

The Board met with Engineer Ryan Schock, who reported on the blading, mowing, hauling rock and ditching work being completed by the County crews. Rock was hauled in the West Grove area last week for a “rock program”, and in the Savannah area today. He also noted that the Amish community had donated \$30,300 towards the purchase of rock this year.

At 10:00 a.m., Vice Chairman Dave Henderson opened a public hearing for a budget amendment to the fiscal year 2022-23 budget. Due to there being no oral or written comments, Alan Yahnke made motion, seconded by Dave Henderson and carried unanimously to approve closing the hearing.

Alan Yahnke made motion, seconded by Dave Henderson and carried unanimously to approve the budget amendment as previously published in *The Bloomfield Democrat*.

Alan Yahnke made motion, seconded by Dave Henderson and carried unanimously by roll call vote of Dave Henderson – Aye, Alan Yahnke – Aye, and Ron Bride – Absent, to approve an amendment to the Appropriations Resolution as follows:

AMENDMENT TO 2022-2023 APPROPRIATIONS RESOLUTION

	<u>Original</u>	<u>Change</u>	<u>Amended</u>
<u>VETERAN'S AFFAIRS</u>			
Salary – PT Director			
0001-21-3200-000-10000	24,568	2,006	26,574
FICA – Co Share			
0002-21-3200-000-11000	2,206	190	2,396
IPERS -Co Share			
0002-21-3200-000-11100	2,721	154	2,875
<u>GENERAL ASSISTANCE</u>			
Salary – PT Director			
0001-25-3100-000-10001	6,142	502	6,644
FICA – Co Share			
0002-25-3100-000-11000	629	48	677
IPERS – Co Share			
0002-25-3100-000-11100	681	39	720
<u>TOTAL</u>	36,947	2,939	39,886

DATED AT BLOOMFIELD, IOWA, THIS 30th DAY OF MAY, 2023.

At 10:05 a.m., Vice Chairman Dave Henderson opened a public hearing for the Conveyance of the Drakesville Oval to the City of Drakesville. Due to there being no oral or written comments, Alan Yahnke made motion, seconded by Dave Henderson and carried unanimously to approve closing the hearing.

Alan Yahnke made motion, seconded by Dave Henderson and carried unanimously to approve the resolution and execute the Quit Claim Deed; the resolution written as follows:

Resolution Number 052223

**RESOLUTION TO SET PUBLIC HEARING ON THE DISPOSITION OF DAVIS COUNTY'S
INTEREST IN CERTAIN REAL ESTATE THAT IS COMMONLY REFERRED TO AS THE
“DRAKESVILLE OVAL” TO THE CITY OF DRAKESVILLE, IOWA**

WHEREAS, the Davis County Board of Supervisors desires to set a public hearing on the disposition of Davis County's interest in and to the following described real estate located in Davis County, Iowa, which is commonly referred to as the "Drakesville Oval" to the City of Drakesville, Iowa, to-wit:

Auditor's Parcel "A" being a part of the right-of-way of Main Street located between Block 1 and Block 4, in the Original Plat of Drakesville, in the Northwest Quarter of Section 9, and in the Southwest Quarter of Section 4, all in Township 69 North, Range 14 West of the Fifth Principal Meridian, Davis County, Iowa, as shown in said original plat recorded in Book "A", Page 46 in the Davis County Recorder's Office, said Auditor's Parcel "A" being shown at Corrected Plat of Survey dated May 8, 2023 and recorded May 10, 2023 at Plat Book 4, Page 204 as Document 2023-0472 in the Davis County Recorder's Office.

NOW THEREFORE BE IT RESOLVED, by the Davis County Board of Supervisors that a public hearing shall be set and had on the 30th day of May, 2023, at 10:05 A.M. in the Board Room at the Davis County Courthouse located in Bloomfield, Iowa, regarding the disposition of Davis County's interest in and to the above-described real estate located in Davis County, Iowa, which is commonly referred to as the "Drakesville Oval" to the City of Drakesville, Iowa.

Passed and approved by the Davis County Board of Supervisors on this 22nd day of May, 2023.

Alan Yahnke made motion, seconded by Dave Henderson and carried unanimously to approve and execute the a 28E agreement regarding maintenance of farm-to-market extensions within the City of Drakesville's corporate limits; the 28E agreement being written as follows:

28E Agreement Regarding

Maintenance of Farm to Market Extensions within the City's Corporate Limits

This Agreement is made and entered into by and between the City of Drakesville, Iowa, (hereinafter referred to as "the City") and Davis County, Iowa (hereinafter referred to as "the County")

In accordance with Chapter 28E and other relevant sections of the Code of Iowa, the City and County enter into the following agreement in order to define the duties and responsibilities of each party regarding the maintenance and repair of the County's Farm to Market Extensions located within the City's corporate limits (hereinafter referred to as "F-M Extensions"):

1. As a general rule, unless specified otherwise herein, the County will be responsible for the following roadway and right-of-way for the following F-M Extensions within the City's corporate limits, namely: 22' in either direction from the center of Washington Street and 30' in either direction from the center of Main Street for that portion of Main Street located west of Washington Street and east of Jefferson Street. As a general rule, unless specified otherwise herein, the City will be responsible for the right-of-way outside of 22' in either direction from the center of Washington Street and outside of 30' in either direction from the center of Main Street for that portion of Main Street located west of Washington Street and east of Jefferson Street
2. The roads and streets to be included within the scope of this Agreement are depicted and on the map attached hereto as Exhibit "A" and by this reference made part hereof.
3. Responsibilities for maintenance of F-M Extensions under this Agreement will be as follows:

A. County responsibilities:

1. **Pavement:** Maintain and repair pavement within the interior 12 feet of roadway immediately surrounding the Drakesville Oval (hereinafter referred to as "the Oval") between Washington Street and Jefferson Street when measured from the edge of the curb of the Oval outward away from the Oval. Maintain and repair the following roadway and right-of-way for the following F-M Extensions within the City's corporate limits, namely: 22' in either direction from the center of Washington Street and 30' in either direction from the center of Main Street for that portion of Main Street located west of Washington Street and east of Jefferson Street;
2. **Traffic Services:** Provide appropriate regulatory and warning signage as well as stop signs, on F-M Extensions and on City side streets, as applicable, that intersect F-M Extensions within the City's corporate limits. Provide pavement markings for

traffic lanes in the center 22 feet of roadway on F-M Extensions within the City's corporate limits, namely: Washington Street and the portion of Main Street located west of Washington Street and east of Jefferson Street;

3. Drainage: Maintain clear surface drainage to and through drainage structures within the following roadway and right-of-way for the following F-M Extensions within the City's corporate limits, namely: 22' in either direction from the center of Washington Street and 30' in either direction from the center of Main Street for that portion of Main Street located west of Washington Street and east of Jefferson Street;
4. Winter Maintenance: Plow and treat the pavement immediately surrounding the Oval between Washington Street and Jefferson Street from the edge of the curb of the Oval to the edge of the curb of the sidewalks located north and south of Main Street. Plow and treat the center 22 feet of roadway on F-M Extensions within the City's corporate limits, namely: Washington Street and the portion of Main Street located west of Washington Street and east of Jefferson Street. The County will deposit the snow that it plows on the pavement immediately surrounding the Oval between Washington Street and Jefferson Street, on the west and east ends of the Oval and, if necessary, as determined by the County Engineer, the County will haul said snow away. The County will deposit the snow that it plows on the center 22 feet of the roadway on F-M Extensions within the City's corporate limits, namely: Washington Street and the portion of Main Street located west of Washington Street and east of Jefferson Street, alongside said roadways; however the County will not be responsible for hauling said snow away; and
5. Sidewalks: The County shall have no responsibility whatsoever in relation to the sidewalks surrounding the Oval or located within the right-of-way outside of 22' in either direction from the center of Washington Street and 30' in either direction from the center of Main Street for that portion of Main Street located west of Washington Street and east of Jefferson Street.
6. Curb Around Oval: The County will maintain and repair the curb immediately surrounding the Oval between Washington Street and Jefferson Street.

B. City Responsibilities:

1. Pavement: Maintain and repair pavement outside of the interior 12 feet of roadway immediately surrounding the Oval between Washington Street and Jefferson Street when measured from the edge of the curb of the Oval outward away from the Oval.
2. Traffic Services: Paint parking stalls and maintain any other traffic markings and provide appropriate regulatory and parking signage outside of the interior twelve 12 feet of roadway immediately surrounding the Oval between Washington Street and Jefferson Street when measured from the edge of the curb of the Oval outward away from the Oval. Maintain, repair and provide energy to traffic control devices, if any, and to street lighting along Washington Street, Jefferson Street, and Main Street;
3. Winter Maintenance: Clear and remove snow on the sidewalks surrounding the Oval.
4. Sidewalks: Maintain and repair the sidewalks surrounding the Oval and the sidewalks, if any, located within the right-of-way outside of 22' in either direction from the center of Washington Street and outside of 30' in either direction from the center of Main Street for that portion of Main Street located west of Washington Street and east of Jefferson Street.
5. Right-of-Way: Maintain the right-of-way outside of 22' in either direction from the center of Washington Street and outside of 30' in either direction from the center of Main Street for that portion of Main Street located west of Washington Street and east of Jefferson Street; and
6. Trees: Remove trees as necessary from within the right-of-way outside of 22' in either direction from the center of Washington Street and outside of 30' in either

direction from the center of Main Street for that portion of Main Street located west of Washington Street and east of Jefferson Street.

4. All traffic control devices installed by either party on F-M Extensions within the City's corporate limits, shall conform to the "Manual on Uniform Traffic Control Devices." The County shall establish speed limits on F-M Extensions within the City's corporate limits on the basis of engineering and traffic investigations.
5. The County and City further agree:
 - A. To prevent erection or encroachment of any private signage within or overhanging the right-of-way that could obstruct the view of any traffic control devices or any portion of the roadway as per Section 319.10 of the Code of Iowa;
 - B. To comply with all current statutes and regulations pertaining to oversize and overweight vehicles using the County roads;
 - C. To comply with the County's official policy by requiring a County permit for any construction or maintenance done within the County's right-of-way;
 - D. To comply with the County's entrance/driveway permit policy by requiring a County permit for any change to an existing entrance or for the construction of a new entrance within the County's right-of-way;
 - E. That any damage settlement for the roadway caused by Iowa DOT detours or haul roads shall be negotiated with the Iowa DOT by the County, paid to the County, and retained by the County;
 - F. That any major construction initiated by either party shall be covered by a separate agreement. Major construction may include pavement resurfacing, rehabilitation or reconstruction;
 - G. That each party shall provide, without reimbursement, any existing right of way within their respective jurisdiction that is necessary for construction or maintenance; and
 - H. That the City retains ownership of any underground utilities that are currently within the City's corporate limits.
6. Each party will entirely finance any obligation that is undertaken herein. No real or personal property acquired by either party will be subject to this Agreement.
7. The County Engineer shall administer this Agreement as per Section 28E.6 of the Code of Iowa and in consultation with the Davis County Board of Supervisors and the Drakesville City Council.
8. This agreement shall not prohibit either party from employing a private contractor to perform work associated with this Agreement, so long as said work is done in conformance with this Agreement.
9. This Agreement shall be in effect for a period of one year from the date hereof and shall automatically renew on an annual basis each year on the anniversary hereof unless terminated sooner by either party as provided in Paragraph 10.
10. Either party may terminate this agreement by sending written notice to the other party via certified mail return receipt requested not later than April 1st of a given year. Said termination shall be effective July 1st following the receipt of said notice.
11. Each party is responsible for liability occurring as a result of its acts or omissions in performing its obligations under this agreement. The City shall protect, indemnify, defend, and hold harmless the County for acts or omissions of the City, its officers, employees, agents, and assigns with respect to the obligation of the City under this Agreement. The County shall protect, indemnify, defend, and hold harmless the City for acts or omissions of the County, its officers, employees, agents, and assigns with respect to the obligations of the County under this Agreement.
12. This agreement is effective upon filing and recording as required by law.

The Board held discussion regarding plans for the gazebo/bandstand to be constructed in the southwest section of the courtyard. Plans were made regarding electrical, concrete, and general construction with local contractors specialized in those areas. Estimates received are \$7,000.00 from Wiggy Electric, \$25,356.00 from Farney Concrete and Construction, and \$44,500.00 from Oak Lane Construction LLC., for a total \$76,856. Alan Yahnke made motion, seconded by Dave Henderson and carried unanimously, to approve the estimates and proceed with construction.

Alan Yahnke made motion, seconded by Dave Henderson and carried unanimously, to approve funding the courtyard gazebo/bandstand project with part of the distribution received by the County, from the American Rescue Plan Act.

County Treasurer, Mike Johnson, requested approval for a credit card purchase over the previously set limit of \$1,500.00, due to postage needed for pending mailings. Alan Yahnke made motion, seconded by Dave Henderson and carried unanimously to approve the purchase.

Alan Yahnke made motion, seconded by Dave Henderson and carried unanimously to approve the temporary road closure of Main Street in Floris, for the Floris Flag Day event to be held on June 10, 2023. The County will also provide signage for the closure.

All Board members reported on committee meetings attended.

Alan Yahnke made motion, seconded by Dave Henderson and carried unanimously, to approve the following claims to be paid:

ALLIANT ENERGY - CR	Consv-utilities	14.38
BAILEY OFFICE OUTFITTERS	Muti dept-office supp/furn	646.73
CHARITON VALLEY PLAN&DEVELOP	SR-Outside Engineering	155.86
CITY OF BLOOMFIELD	Multi dept-utilities	2,361.95
GREAT AMERICA FIN SRVCS	Atty-office machine maint agr	275.61
HAMILTON PRODUCE CO	Disp-office supplies	67.47
IA CO RECORDER ASSN	Rec-school/training/edcu	20.00
JAMES L BALL	Consv-mowing	620.00
JUSTICE MARIE OPPERMAN	Disp-educ/school/training	225.78
KAITLIN SEDORE	Sher-jail equipment	45.00
KIMBALL MIDWEST	SR-Parts	50.20
MAIL SERVICES LLC	Treas-postage/print	341.55
MARTINS FLAG CO LLC	VA-grave markers	723.90
OFFICIAL PEST CONTROL	Sher-pest control	60.00
RACOM CORP	Sher-radio install/equipment	11,805.24
RIVER HILLS COMM HEALTH CENTER	Sher-inmate med services	320.00
RT AUTO	Sher-MV repair/maint	88.99
SCANTRON CORPORTATION	Data-down pymt svrv replace	15,540.70
SOUTHERN IOWA TREE SERVICE	CH-tree removal	1,350.00
TRI COUNTY SHOPPER, INC	VA-help wanted ad	126.00
AFLAC	AFLAC - PRETAX	827.34
AR CHILD SUPPORT CLEARINGHOUSE	CHILD SUPPORT	320.00
COLLECTION SERVICES CENTER	CHILD SUPPORT	3,798.46
DAVIS CO EMPLOYEE HEALTH PLAN	MEDICAL INS-PRETAX	87,960.78
DELTA DENTAL OF IOWA	DELTA VISION - PRETAX	293.40
EQUITABLE FINANCIAL, EQUI-VEST	AXA EQUITABLE	50.00
FAMILY SUPPORT PAYMENT CENTER	CHILD SUPPORT	230.76
IPERS	IPERS 01	36,932.25
ISAC-ACCIDENT INSURANCE	ACC INS-AFTER TAX	121.85
PRINCIPAL FINANCIAL GROUP	LIFE INS	466.31
SUCCESS BANK	FICA-SS	50,568.33
TREASURER STATE OF IA, IA DEPT REV	State WH	6,944.11
VALIC RETIREMENT	VALIC RETIREMENT	3,366.50

Alan Yahnke moved to adjourn; Dave Henderson seconded; carried unanimously.

ATTEST: LINDA HUMPHREY
DAVIS COUNTY AUDITOR AND
COMMISSIONER OF ELECTIONS