

OFFICE OF THE

Appanoose County Auditor

KELLY HOWARD

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

Phone (641) 856-6191
Fax (641) 856-8023
khoward@appanoosecounty.net

Meeting Agenda
August 20, 2018

The Appanoose County Board of Supervisors will meet Monday, August 20, 2018 at 9:00 A.M. in the Boardroom of the Courthouse. Items on the agenda include:

1. Pledge
2. Declaration of items to be added to the agenda
3. Approve minutes of the August 6, 2018 meeting
4. Sarah Lind: AEDC Update
5. Nicole Moore: Appanoose County Comprehensive Plan update approval
6. 9:15 Public Hearing: Airport Zoning Ordinance No. 47
7. Approve Resolution 2018-24: Emergency Medical Services an Essential Service
8. Approve 8A Judicial District Court opening letter of support
9. Approve Howard E. Nyhart Service Agreement: GASB75
10. Approve Resolution #2018-21: Confidentiality of Public Records Related to Election Infrastructure
11. Approve Updated Election Security Policy
12. Secondary Roads Part Time Employee Confirmation
13. County Engineer report
14. CDS Coordinator report
15. Approve reports (payroll, Prisoner Room & Board transfer, Caldwell, Sharon & Vermillion Township financials)
16. Approve bills
17. Public Comments
18. Adjourn

Posted 8/15/18

August 6, 2018

Appanoose County Board of Supervisors met in regular session August 6, 2018 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Mark Waits, Chairman, Neal Smith and Linda Demry, Boardmembers. Absent: None.

Meeting started with the Pledge.

Waits mentioned Davis County has been declared a disaster area due to drought conditions therefore, Appanoose County residents can apply for federal funds at FSA in Albia.

Demry motioned to approve the agenda with the addition of a handwritten check and the deletion of "pending dram" on the liquor license approval. Seconded by Smith. All voted aye.

Smith motioned to approve the minutes of the July 16, 2018 meeting. Seconded by Demry. All voted aye.

Nancy Bennett spoke to the board about the Great Places Grant and need of financial support from the county. Demry motioned to pay \$10,000 from LOSST funds. Seconded by Waits. All voted aye.

RESOLUTION NO. 2018-23

ADOPTING RESOLUTION FOR APPANOOSE COUNTY, IOWA IN SUPPORT OF IOWA GREAT PLACES GRANT APPLICATION FOR THE SAVE OUR SQUARE PROJECT PHASE I WHICH WILL PROVIDE FINANCIAL SUPPORT FOR MAJOR RENOVATIONS OF HISTORIC COMMERCIAL BUILDINGS IN THE COURTHOUSE DISTRICT WHEREAS, Appanoose County Coalition of the Arts partnered with the City of Centerville, Appanoose County, Main Street Centerville, Rathbun Area Chamber of Commerce, Appanoose Economic Development Corporation, Centerville School District, Chariton Valley Planning and Development County and Appanoose County Historic Preservation, in 2017 to submit an application of designation and funding to the Iowa Department of Cultural Affairs-Great Places grant program; and WHEREAS, Appanoose County Seat District was designated a Great Place in Iowa, and has been invited to submit a pre-grant application for the November 1, 2018 Great Places grant funding; and WHEREAS, the total project cost is \$825,000 for the Save Our Square Phase I project and includes \$400,000 matching funds from the Courthouse Square Property Owners, \$400,000 from grant funds, and \$25,000 from government and donated funds; and NOW, THEREFORE, BE IT RESOLVED by Appanoose County Board of Supervisors:

Section 1. That Appanoose County supports the 2018 Pre-Application to the Iowa Department of Cultural Affairs – Great Places program and commits \$10,000 for administrative and contingency expenses of the Save Our Square Phase I project.

Section 2. That Appanoose County commits \$0.00 for Save Our Square Phase I with match funding coming from the budget for fiscal year beginning July 2019 an ending June 2020 fiscal year. Passed, approved, and adopted this 8th day of August, 2018

/s/Mark Waits, Chairman Board of Supervisors

ATTEST: /s/Kelly Howard, County Auditor

Gerald Warren asked the board to grant access to lots he wished to purchase in Heavenly Hideaway. County Attorney, Susan Sciezinski, stated it is not county property therefore the board cannot give permission.

Nichole Bradshaw Moore discussed the requirements for airport zoning. Demry motioned to set a public hearing for August 20, 2018 at 9:15 A.M. Seconded by Smith. All voted aye.

RESOLUTION 2018-22

A RESOLUTION SETTING A DATE FOR A PUBLIC HEARING ON THE ADOPTION OF THE CENTERVILLE, IOWA AIRPORT LAND USE AND HEIGHT OVERLAY ZONING ORDINANCE FOR THE CENTERVILLE MUNICIPAL AIRPORT

WHEREAS, the City of Centerville, along with Appanoose County, are seeking to update the land use and height regulations around the Centerville Municipal Airport; and,

WHEREAS, the City of Centerville has received an Iowa Department of Transportation Grant to prepare said ordinance, with matching funds coming from the City of Centerville; and

WHEREAS, the City of Centerville along with Appanoose County; will be adopting the same ordinance governing height around or near the airport; and

WHEREAS, the Iowa Code requires a hearing be conducted by all adopting governing bodies prior to approving the ordinance; and,

NOW THEREFORE BE IT RESOLVED THAT, a public hearing be held on the adoption of a Centerville, Iowa Airport Land Use and Height Overlay Ordinance, Iowa. Said Public Hearing to be held on the Monday August 20, 2018 at 9:15 A.M. at the Appanoose County Board of Supervisors office, Appanoose County Courthouse, Centerville, Iowa.

Passed and adopted this 6th day of August 2018.

/s/ Mark Waits, Appanoose County Board of Supervisors Chairperson

ATTEST:/s/Kelly Howard, Appanoose County Auditor

Waits read letters from Appanoose County Board of Health and NAMI South Central Iowa in support of having ambulance service in Appanoose County. Dr. Jen Haden spoke to the board regarding the need for ambulance service asked what the next step was. There was a lengthy discussion with several audience members speaking. Nichole Bradshaw Moore stated she will arrange a meeting at City Hall on Wednesday, August 8, 2018 at 5:00 P.M.

Demry motioned to approve the liquor license for The Retreat. Seconded by Smith. All voted aye.

Demry motioned to request the auditor send a financial statement request letter to the Appanoose County Fair Association. Seconded by Smith. All voted aye.

Demry motioned to approve the Business Associate Agreement with Iowa Counties Technology Services. Seconded by Smith. All voted aye.

Kris Laurson informed the board Southern Iowa Mental Health Center would like to rent office space for \$150 a month in the DHS building. The Board of Health approved of the rental. Demry motioned to get a rental agreement drawn up. Seconded by Smith. All voted aye.

Waits motioned to hire Andrew Wilson as GIS Coordinator with a starting pay of \$20 per hour, working 8-4 Monday thru Friday, 3 month probationary period, with a starting date at his discretion. Seconded by Demry. All voted aye. Demry asked the auditor to setup a department head meeting to discuss funding.

FYI the board received the MMP Annual Update for White Park.

Matt Haden, County Weed Commissioner, stated he received 2 bids from B&W. \$78,000 for brush control with a fall application and \$27,000 for invasive species with a spring application. Waits requested Haden use the sprayer Secondary Roads has to spray what they mow currently and do a test area this fall with B&W to compare. Demry asked to get other quotes to compare the price. Demry and Waits both stated the first priority is to help Appanoose County residents doing their part. Haden requested a policy to go follow next spring.

Haden, updated the board on the secondary road projects. There were no applicants that applied for the Tech 2 position. Now going to advertise for Tech 1. 3 of 5 bridges done by county crews are completed. The remaining are on 330th and 250th. The Brinegar Bridge will be completed in 2-3 weeks. The Smith Walked Bridge will be next. The board asked why the grader wasn't put back together yet and if the power has been shut off at the Jerome shed. Haden stated the mechanic has been busy on other breakdowns and he will look into the Jerome shed.

CDS Coordinator, Stephanie Koch, stated she has been doing C3 training to other organizations and the next governing board meeting August 30, 2018 at 9:30 A.M. in the Boardroom of the Appanoose County Courthouse.

Smith motioned to approve payroll, prisoner room and board transfer, DHS quarterly report, Treasurer's Semi-Annual report, and Douglas, Taylor and Walnut Townships financials. Seconded by Demry. All voted aye.

Access Sys	Off. Supplies & Forms	254.19
Towegian	Off. Supplies & Forms	599.90
ADLM EH	Off. Supplies & Forms	31920.00
Ahlers & Cooney	Contrib. & Purchase Serv	477.00
Alliant	Engineering Services	2684.93
App Co Recorder	Off. Equip Repair & Maint	53.50
Sec Rds	Educational & Train.Serv.	556.25
App Co Treas	Off. Supplies & Forms	42.75
Co Treas/US Bank	Off. Supplies & Forms	945.93
App Economic Development	Contrib. & Purchase Serv	25000.00
Aramark	Engineering Services	218.42
B K Glass	Off. Equip Repair & Maint	250.56
Bailey Off	Off. Supplies & Forms	69.98
Banleaco	Off. Equip Repair & Maint	262.57
D Barnthouse	Building Repair & Maintce	100.00
M Barth	Mileage & Transp. Expense	85.50
J Boblenz	Twp Clk & Trustees	20.00
Bratz Auto	Engineering Services	21.00
C-D	Off. Supplies & Forms	478.76
CANTERA AGGREGATES LLC	Engineering Services	19874.00
CarQuest	Engineering Services	711.21
Cville Iron	Engineering Services	13.17
Cville Wtrwks	Engineering Services	936.33
Central IA Det	Juvenile Detention & Shel	6534.15
Central IA Tourism	Contrib. & Purchase Serv	500.00
Centurylink	E911 Telephone Expense	254.31
City Cville	Salary-Regular Employees	5218.01
City of Moulton	Care of Soldiers Graves	306.00
City of Plano	Maintenance Contract	176.29
City of Unionville	Maintenance Contract	151.68
Ted Clark Plumbing	Plumbing Rpr & Maint	125.00
Clark's Auto Rpr	Transportation	38.67
Commercial Appraisers of IA	Legal & Ct-Related Serv.	8500.00
Construction & Aggregate Prod	Engineering Services	423.55
CONTECH ENGINEERED SOLUTIONS	Bridge & Culvert Maint.	41000.00
Continental Research Corp	Engineering Services	260.00
Country Village Animal Clinic	Animal Control	64.00
Cunningham-Reis	Bridge & Culvert Maint.	171651.01
DataSpec Inc	Off. Supplies & Forms	1298.00
Linda Demry	Mileage & Transp. Expense	105.30
Kari Diggins	Legal Serv. Dep-Subp-Tran	168.00

S Dittmer	Legal Serv. Dep-Subp-Tran	453.25
Douglas Township	Care of Soldiers Graves	408.00
Eastern IA Tire	Engineering Services	664.46
Emerg Planning & Consulting	Construction & Maint.	5600.00
Fareway	Food & Provisions	235.42
Farmers Mutual Tel	E911 Telephone Expense	632.50
Fogle TV	Engineering Services	1896.43
Foundation 2	Juvenile Detention & Shel	1399.50
GARMAN FARMS	Engineering Services	10810.23
Geotech Materials	Engineering Services	644.93
PJ Greufe	Health Insurance	1500.00
Hills San	Garbage Serv	84.00
J Hinojosa	Building Repair & Maintce	405.00
Hy-Vee	Food Preparation Service	3393.00
Hy-Vee #1009	Medical & Health Services	118.55
Hy-Vee Pharm	Medical & Health Services	2.99
Ideal Ready Mix	Engineering Services	7914.00
Impressive Designs	Off. Supplies & Forms	39.00
Inclusion Solutions	Election Supplies	102.00
IA Law Enforcement Academy	Educational & Train.Serv.	50.00
John Deere	Engineering Services	831.05
Kimball	Engineering Services	312.25
Knox Co Stone	Engineering Services	7400.08
Chad Koestner	Rent Payments	500.00
Kone	Heat-Cool-Elevator-Rpr-Mn	332.07
D Kratofil	Twp Clk & Trustees	20.00
J Kratofil	Twp Clk & Trustees	20.00
R Lamb	Medical & Health Services	262.68
Lange FH	Mileage & Transp. Expense	1439.00
Jerilyn Lasley	Educational & Train.Serv.	11.00
M&W Welding	Engineering Services	650.00
Mail Serv	Vehicle Renewal Notices	430.56
R Matkovich	Rent Payments	375.00
Laura McFall	Legal Serv. Dep-Subp-Tran	149.50
Messerschmitt Ice	Engineering Services	120.25
Metal Culverts	Bridge & Culvert Maint.	8957.10
M&M Sales	Off. Supplies & Forms	64.69
R Moore	Rent Payments	400.00
Moravia Union	Typing-Print.-Bind.Serv.	28.44
Auditor of State	Acct.-Audit.-Cler.Serv.	43342.87
NACVSO	Educational & Train.Serv.	40.00
Natel	Telephone & Telegr.Serv.	1099.95
Norris Asphalt	Engineering Services	1078.77
Office Ctr	Off. Supplies & Forms	28.53
Orschelns	Bridge & Culvert Maint.	35.98
Owens Prints	Off. Supplies & Forms	616.50
Owl Pharm	Prescriptions & Medicine	73.88
E Paxston	Twp Clk & Trustees	20.00
Polk Co Sheriff	Legal Serv. Dep-Subp-Tran	180.07
Quick Shop	Transportation	160.37
Quill	Computer & Microfilm Supp	425.27
Rainbo Oil	Engineering Services	1173.29
Rathbun Land & Water Alliance	Flood & Erosion	200.00
RRWA	Engineering Services	25.75
M Richardson	Twp Clk & Trustees	20.00
River Hills	Medical & Health Services	158.00
Seymour Tire	Engineering Services	67.00

Simmons Bldg Materials	Building Perm. Improvemnt	7.39
N Smith	Mileage & Transp. Expense	53.10
Solutions	Off. Supplies & Forms	1422.10
SOUTHERN IA HEATING & COOLING	Engineering Services	69.00
STAR EQUIPMENT LTD	Construction & Maint.	2170.00
TK Group	Engineering Services	1344.50
S Tait	Twp Clk & Trustees	20.00
Taylor Twp Clerk	Care of Soldiers Graves	88.00
R Tisue	Mileage & Transp. Expense	126.97
Treat America	Educational & Train.Serv.	78.94
Sandra Tripp	Rent Payments	400.00
US Bank	Educational & Train.Serv.	3175.49
US Cellular	Off. Supplies & Forms	775.11
Verizon	Telephone & Telegr.Serv.	50.00
Walker Welding	Engineering Services	521.40
Wapello Sher	Legal Serv. Dep-Subp-Tran	73.30
Watson & Ryan	Legal & Ct-Related Serv.	1590.00
Wayne Co Hospital	Medical & Health Services	75.00
White Posts	E911 Addressing(signs)	820.00
J Willier	Legal & Ct-Related Serv.	210.00
Harold & Sheila Wilson	Rent Payments	300.00
R Wilson	Twp Clk & Trustees	20.00
Windstream	Off. Supplies & Forms	867.74
J Zaputil	Twp Clk & Trustees	20.00
18-80 Club	Contrib. & Purchase Serv	5297.00
Grand Total		449328.12

Demry motioned to approve bills and handwritten warrant #22855 for \$28,500 to Kyle Brown (shop truck purchase). Seconded by Smith. All voted aye.

Public comments: Richard Keilig stated it was a good meeting.

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

The Board adjourned to meet at the call of the Auditor at 10:57 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

CITY OF CENTERVILLE ORDINANCE NO. _____
APPANOOSE COUNTY ORDINANCE NO. 47
CENTERVILLE, IOWA 2018 AIRPORT LAND USE
AND HEIGHT OVERLAY ZONING ORDINANCE

AN ORDINANCE to regulate and restrict the height of structures, objects, and growth of natural vegetation, as well as land uses; otherwise regulating the use of property, within the vicinity of the Centerville Municipal Airport. Creation of appropriate zones and establishing the boundaries thereof, as well as providing for changes in the restrictions and boundaries of such zones is vested in this ordinance. The Centerville Airport Land Use & Height Zoning maps are incorporated into and made part of this ordinance. This document also provides for the enforcement of the provisions contained within this ordinance, the establishment of an Airport Zoning Board of Adjustment; and imposition of penalties related to the implementation of the ordinance.

WHEREAS, Iowa Code Section 329.3, Airport Zoning, empowers local municipalities to zone airports including dividing such area into zones, and within such zones, specify the land uses permitted, and regulate and restrict, for the purpose of preventing airport hazards, the heights to which building, structures and trees may be erected or permitted to grow.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CENTERVILLE, IOWA:

FURTHERMORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF APPANOOSE COUNTY, IOWA:

The Centerville Municipal Airport is acknowledged as an essential public facility to the State of Iowa and the local community. The creation or establishment of an airport hazard is a public nuisance and poses a potential concern to the surrounding communities served by the Centerville Municipal Airport. There shall be no creation or establishment of a hazard that neither endangers public health, safety, welfare, and affects an individual's quality of life nor prevents the safe movement of aircraft at the Centerville Municipal Airport.

For the protection of the public health, safety, and general welfare, and for the promotion of the most appropriate use of land, it is necessary to prevent the creation or establishment of airport hazards. The prevention of airport hazards shall be accomplished, to the extent legally possible, by proper exercise of the police power. The prevention of new airport hazards, and the elimination, removal, alteration, mitigation, or marking and lighting of existing airport hazards are considered to be a public purpose for which the City of Centerville and Appanoose County may raise and expend public funds, as an incident to the operation of airports, to acquire or property interest therein.

The Centerville airport zoning committee met, reviewed and recommended approval of the Centerville 2018 Airport Land Use and Height Overlay Zoning Ordinance to the Centerville City Council and Appanoose County Board of Supervisors. Furthermore, each of the affected governing bodies held a public hearing in accordance with Iowa laws and each respectively adopted said Centerville Municipal Airport Ordinance.

In accordance with Section 380.7 subsection 3 of the Code of Iowa, the following is an accurate and complete synopsis or summary of the essential elements of the adoptive ordinance & application process.

Furthermore, in accordance with Chapters 380.6 and 380.7 subsection 3, Code of Iowa, the following is a summary of the Centerville 2018 Airport Land Use and Height Overlay Zoning Ordinance. This summary sets forth the main points of the ordinance in a clear and understandable manner providing the public with the desired conduct required by this ordinance. This ordinance encompasses a general area surrounding the Centerville Municipal Airport. Section 6 contains thirty-nine (39) specific airport height and land use definitions pertinent to the prepared ordinance. The airspace obstruction zones and airport overlay zones established by this ordinance are illustrated on the official Centerville Airport Land Use & Height Overlay Zoning Map, consisting of two (2) sheets, prepared by DGR Engineering, and attached to this ordinance. Such official Airport Land Use & Height Overlay Zoning Map may be amended from time to time, and all notations, references, elevations, data, zone boundaries, and other information thereon, is hereby adopted as part of this ordinance. Section 8 discusses the three (3) principal airport zoning requirements in accordance with Section 329.10, Code of Iowa. Section 9 addresses nonconforming uses and structures that may already exist within the airport zoning overlay district. Section 10 provides an overview of the land use safety zones, beginning with a definition of the five (5) distinct zones, along with dimensional requirements. FAR Part 77 Surfaces and Runway Protection Zones have been combined to create five (5) airport overlay zones. These five zones are designed to maintain compatible land uses around the Centerville Municipal Airport. There are five (5) zones shall be evaluated for compatible land uses; including Zone A- Runway Protection Zone, Zone B- Approach Surface, Zone C- Transitional Surface, Zone D- Horizontal Surface, Zone E- Conical Surface

Section 11 provides an overview of the land use compatibility for uses contained within each of the five identified zones. Land uses are classified as "Compatible", "Not Compatible" or "Compatible with Additional Review". The specific land uses being determined for compatibility are identified in specific land use categories including: Residential Uses, Commercial Uses, Industrial Uses, Civic & Public Uses, Infrastructure Uses, Agriculture Uses and Recreation Uses.

Remaining sections of the ordinance provide an overview of zoning administration and the review process, hazardous markings and lighting, height limitations within the district, establishment and administrative process for a newly created Centerville Airport Board of Adjustment, a variance process, and judicial review.

A complete copy of Centerville 2018 Airport Land Use and Height Overlay Zoning Ordinance in its entirety may be reviewed for public inspection in two locations. Copies of the ordinance may be reviewed at the Centerville City Hall located at 312 E. Maple Street, Centerville, Iowa 52544 during business hours Monday-Friday. Additionally, the ordinance also may be reviewed at the Appanoose County BOS Office in the Courthouse located at 201 N. 12th, Rm 11, Centerville, Iowa 52544 during the business hours Monday-Friday.

In case any building or structure is erected, constructed, reconstructed, altered, repaired, converted, or maintained, or any building, structure or land is used in violation of this ordinance, the City Attorney, in addition to other remedies, may institute any proper action or proceed in the name of the City of Centerville to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance, conduct, business or use in or about said premises.

EFFECTIVE DATE

This ordinance shall be in effect from and after its adoption by the governing body and publication and posting as required by law, as provided for in Chapter 380.6 and 380.7, Iowa Code. (Code of Iowa, Sec. 380.6[1]; Sec. 380.7[3]; and Sec. 362.3)

ADOPTION

City of Centerville, Iowa

Passed and approved of the first ordinance consideration on _____, 2018

Passed and approved of the second ordinance consideration on _____, 2018

Passed and approved of the third and final ordinance consideration on _____, 2018

Adopted on _____, 2018

Published on _____, 2018

Mayor, City of Centerville

ATTEST:

Centerville City Clerk

Appanoose County, Iowa

Passed and approved of the first ordinance consideration on _____, 2018

Passed and approved of the second ordinance consideration on _____, 2018

Passed and approved of the third and final ordinance consideration on _____, 2018

Adopted on _____, 2018

Published on _____, 2018

Chair, Appanoose County Board of Supervisors

ATTEST:

Appanoose County Auditor

RESOLUTION NO. 2018-24

A RESOLUTION DECLARING EMERGENCY MEDICAL SERVICES (EMS)
AN ESSENTIAL SERVICE IN Appanoose COUNTY, IOWA

WHEREAS, the Appanoose County Board of Supervisors has the authority under Iowa Code 331.301(1) to "...exercise any power and perform any function it deems appropriate to protect and preserve the rights, privileges, and property of the county or of its residents, and to preserve and improve the peace, safety, health, welfare, comfort, and convenience of its residents"; and

WHEREAS, the Appanoose County Board of Supervisors recognizes the, "near crisis status" of the current Emergency Medical Services (EMS) System in Appanoose.

NOW, THEREFORE, BE IT RESOLVED by the Appanoose County Board of Supervisors, that:

Emergency Medical Services (EMS) is an essential service in Appanoose County, Iowa and the Appanoose County Board of Supervisors will exercise the necessary power and functions appropriate to preserve the health, safety and welfare of Appanoose County residents and provide for an effective and efficient Appanoose County Emergency Medical Services (EMS) System that allows for quality care for the persons living, working or traveling in Appanoose County.

ADOPTED AND APPROVED this _____ day of _____, _____.

Mark Waits, Chairman Board of Supervisors

Attest:

Kelly Howard, County Auditor

Board of Supervisors

Appanoose County Courthouse, 201 N 12th St Centerville, IA 52544

*Phone (641) 856-5512 Fax (641) 856-5490
supervisors@appanoosecounty.net*

Mark Waits, Chairman Neal Smith Linda Demry

To the Office of the Governor:

The Appanoose County Board of Supervisors have become aware that Appanoose County resident, Greg Milani, is one of the two nominees for the 8A Judicial District Court opening.

Greg has been an active member of our community his entire life and has served as the Appanoose County Judicial Magistrate since 2013. As a judicial magistrate and a citizen of Appanoose County, we have had the opportunity to observe his integrity, respect, patience, excellent work ethic, common sense, and personal demeanor that will serve him well as a District Court Judge.

In Greg's position as judicial magistrate he often goes above and beyond in serving the most underprivileged participants in the courtroom and treats all participants fairly and with respect.

Greg has also worked diligently as a volunteer with the Appanoose County Mental Health Coalition toward solutions for mental health and substance abuse issues.

We believe appointing Greg Milani to the bench would be a great benefit to the citizens of southeast Iowa and the Judicial District of Iowa as well and appreciate the consideration you will give him.

Sincerely,

Appanoose County Board of Supervisors



THE HOWARD E. NYHART COMPANY, INC. ("NYHART")
SERVICE AGREEMENT ("AGREEMENT")

Agreement Between Nyhart, and:

Client Name: Appanoose County

Primary Contact Name: ~~Linda Denny~~ Kelly Howard

Primary Contact Address: 201 N 12th Street
Centerville, IA 52544

Primary Contact Phone: (641) 856-6191

Primary Contact Fax: 641 856-8023

Primary Contact Email: khoward@appanoosecounty.net

Services to be provided by Nyhart

All services to be provided by Nyhart are subject to your full cooperation and prompt submission of complete and accurate information. Nyhart will rely on any and all information that you provide pursuant to this Agreement and on file at our office as to accuracy and completeness. Nyhart will have no responsibility to verify such information and no liability for errors or omissions as a result of relying on such information, except to the extent required by generally accepted professional standards and practices. Nyhart is not a law firm or a public accounting firm and does not provide legal or tax advice

For the fiscal year ending June 30, 2018, Nyhart will provide the following actuarial services:

- Data collection and analysis
- Preparation of a comprehensive annual report / actuarial valuation
- Disclosures as required by GASB 75

Fees for services provided by Nyhart

<u>Service</u>	<u>Fee</u>
Full GASB 75 actuarial update	\$3,500

Client will be invoiced at the end of each month for work in progress.

Please select the method of delivery of your invoice:

- I would like my invoice sent electronically to the primary contact's email address.
- I would like my invoice sent via regular mail to the attention of the primary contact at the address shown on the first page.

For an alternative invoice recipient, please provide their information below. If this section is left blank, we will send the invoice to the primary contact's email address on file or address shown above.

Invoice recipient name _____

Invoice recipient email address _____

Invoice recipient address _____

There will be additional fees for revisions to preliminary or final results that are due to

- Incorrect information provided to us, typical examples include to material changes to census data, changes to eligibility requirements or employer subsidies. The additional fee will be limited to 1/3 of the current year's fee for this type of revision.
- Changes to actuarial assumptions requested by the client that are expected to need more than four hours of labor to update the results. The additional fee will be based on billed labor in excess of four hours at our current hourly rates.

Additional services available if requested by Client

In addition to GASB 75 services, Nyhart offers the following additional services. Fee estimates will be provided upon request. Please visit www.nyhart.com or contact your Nyhart consultant for more information.

- Health Care Reform financial impact consulting
- Actuarial Value and Minimum Value determination
- Section 105(h) non-discrimination testing
- Iowa 509A actuarial certification
- Calculation of self-funded and COBRA premium rates
- Incurred But Not Reported (IBNR) Reserve calculations
- Medicare Part D Attestation
- What-if Modeling for health plan design and carrier changes
- Defined Benefit & Pension consulting and administration
- Defined Contribution, 401(k) & 403(b)
- Flex Accounts – FSA, HRA, & HSA consulting and administration

Relationship of the Parties

The legal relationship between Client and Nyhart shall be exclusively that of principal and agent. The parties hereto specifically agree and acknowledge that Nyhart shall not:

- Have discretionary authority over any aspect of the Plan;
- Be a fiduciary;
- Be responsible for ensuring that the Plan complies with any requirement to which the Plan is subject, or be liable to the Plan, Client, or any person if the Plan fails to comply with any such requirement;
- Have any duty or authority to enforce the payment of any contribution owed under the Plan;
- Be responsible for the adequacy of the trust established as part of the Plan, or be liable for any benefits owed under the Plan;
- Exercise discretion as to any Plan function; or
- Have any obligation to perform any service not specified in this Agreement or otherwise agreed to in writing by the parties (regardless of whether such service may be considered "customary" services to be provided by Nyhart).

Client agrees that Nyhart shall use all information and data supplied by or on behalf of the Client without having independently verified the accuracy or completeness of it except to the extent required by generally accepted professional standards and practices. If any documentation or information supplied to Nyhart at any time is incomplete, inaccurate or not up-to-date, or its provision is unreasonably delayed, Nyhart will not be responsible for any delays or liability arising therefrom, and will be entitled to charge the Client in respect of any resulting additional work actually carried out.

The Client further understands that the failure to provide, or cause to provide, complete, accurate, up-to-date, and timely documentation and information to Nyhart, whether intentional or by error, could result in an impairment of Nyhart's services.

Client Responsibilities and Representations

The Client has general responsibilities with respect to the Plan, including

- Providing all information required by Nyhart to perform its services under this Agreement on a timely basis;
- Serving as fiduciary for the Plan;
- Communicating Plan details to employees and answering employee questions;
- Ensuring adequate funding of the Plan; and
- Authorizing plan disbursements and ensuring accuracy of information provided.

Dispute Resolution

Nyhart and Client agree that before commencing any action or proceeding with respect to any dispute between the parties arising out of or relating to this Agreement or the Services they first shall attempt to settle such dispute through consultation and negotiation in good faith and in a spirit of mutual cooperation. Any such dispute will be submitted in writing to a panel of one (1) senior executive or official of each of Nyhart and Client, who will promptly meet and confer in an effort to resolve such dispute. Each party's representative will be identified by notice to the other, and may be changed at any time thereafter by notice to the other. Any mutually agreed decisions of the executives will be final and binding on the parties. In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, either party may then refer such dispute to mediation by a mutually acceptable mediator to be chosen by Nyhart and Client within forty-five (45) days after written notice by either party demanding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. All communications and discussions in furtherance of this paragraph shall be treated as confidential settlement negotiations, which are not subject to discovery. The costs of the mediator shall be shared equally, but each party shall pay its own attorneys' fees.

Any dispute which cannot be resolved between the parties through negotiation, mediation or other form of alternative dispute resolution within six months of the date of the initial demand for mediation by one of the parties may then be submitted to a court of competent jurisdiction. To facilitate an expeditious and economical judicial resolution of such dispute, Nyhart and Client agree to waive and not to demand a trial by jury, and not to include any employee, officer, director or trustee of either as a party, in any action, proceeding or counterclaim relating to such dispute. Nothing in this section will prevent either party from resorting to judicial proceedings if interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others. Any claim, action or proceeding against Nyhart will be barred unless Client initiates the dispute resolution procedures outlined below within one year of first discovering the act, error or omission that is the basis for such claim.

Indemnification and Limitation of Liability

The liability of Nyhart, in tort, contract or otherwise, to Client, a Plan and the officers, directors, trustees, employees or shareholders of any of them, and to any other third party, for all claims arising in connection with or contributed to by this Agreement and the Services (including without limitation multiple claims arising out of or based upon the same act, error or omission, or series of continuous, interrelated or repeated acts, errors or omissions) shall not include loss of profit or incidental, consequential, indirect, punitive or similar damages and shall be further limited to the amount of fees for Services received by Nyhart under this Agreement for the twelve (12) months immediately preceding the act, error or omission upon which such liability is based. Nothing in this paragraph shall apply to any liability which has been finally determined to have arisen from willful misconduct or fraud on the part of Nyhart or which cannot lawfully be limited, modified or excluded.



Client shall indemnify Nyhart from and against any and all claim, loss, liability or damage (including attorney's fees) which Nyhart may incur by reason of its good faith service delivery to Client

Nyhart shall indemnify the Client from and against any and all claim, loss, liability or damage (including attorney's fees) which the Client may incur: (i) arising out of any material breach by Nyhart of any of its material obligations, representations or warranties contained in this Agreement; or (ii) arising out of Nyhart's negligence, gross negligence or willful, fraudulent, or criminal misconduct associated with its performance of services under this Agreement. The parties further recognize that clerical errors and variations may occur. When discovered, they will be corrected or adjusted by Nyhart, in accordance with its normal procedures, to the extent reasonable and possible.

Acceptance

The items and conditions of this Agreement are agreed to and accepted by Client on behalf of the Plan. This Agreement is effective only when signed by all parties.

Appanoose County

By: _____

Printed Name: _____

Date: _____

Nyhart

By: _____

Printed Name: _____

Date: _____

Resolution 2018-21
Resolution Regarding the Confidentiality of Public Records
Related to the Election Infrastructure of Appanoose County

WHEREAS, on 6 January 2017, the United States Department of Homeland Security (DHS) designated election infrastructure as a subsector of the existing Government Facilities critical infrastructure sector; and

WHEREAS, the designation by DHS makes it easier for the federal government to have full and frank discussions with key stakeholders regarding sensitive vulnerability information; and

WHEREAS, under Iowa law, sensitive vulnerability information is subject to examination by the public unless it is classified as a confidential public record per Code of Iowa, Chapter 22, subsection 7; and

WHEREAS, Code of Iowa, Chapter 22, subsection 7, paragraph 50 identifies confidential public records as: Information concerning security procedures or emergency preparedness information developed and maintained by a government body for the protection of governmental employees, visitors to the government body, or property under the jurisdiction of the government body, if disclosure could reasonably be expected to jeopardize such employees, visitors, persons or property.

- a. Such information includes but is not limited to information directly related to vulnerability assessments; information contained in records relating to security measures such as security and response plans, security codes and combinations, passwords, restricted area passes, keys, and security or response procedures; emergency response protocols; and information contained in records that if disclosed would significantly increase the vulnerability of critical physical systems or infrastructures of a government body to attack.
- b. This subsection shall only apply to information held by a government body that has adopted a rule or policy identifying the specific records or class of records to which this subsection applies and which is contained in such a record; and

WHEREAS, Iowa Administrative Rule 721-22.50(52) requires each county to maintain a written security policy which shall include detailed plans to protect election equipment and data from unauthorized access as well as describe methods to be used to preserve the integrity of the election and document the election process.

WHEREAS, the nature of the information contained in the required written security policy qualifies it as a confidential record as identified by Iowa Code 22.7(50) as outlined above.

WHEREAS, threats to election infrastructure through breaches of cybersecurity may be initiated by any number of sources including, but not limited to hackers, disgruntled current or former employees, criminal enterprises, terrorists, and foreign governments; and

WHEREAS, the threat of a cyber-attack against election infrastructure cannot be eliminated, but actions can be taken to reduce the likelihood of successful attacks, to mitigate the harmful consequences of an attack, and to improve the County's ability to improve election infrastructure protection and restoration from future attacks, and thus enhance the resiliency of election infrastructure; and

WHEREAS, measures to prevent an attack or mitigate its consequences come with costs which must be balanced against the likelihood of the threat and the significance of the potential harm; and

WHEREAS, the Appanoose County Auditor and Commissioner of Elections shall have a duty to determine which, if any, members of the public and/or government officials have a need to know the results, findings, and recommendations of any firm or agency performing audits of election infrastructure, which include but are not limited to security procedures, emergency preparedness, vulnerability to threats from all extraordinary events (natural or man-made), and cyber-attacks designed to cause disruptions in elections, voting, or the reporting of election results, or to voter registration records; and

WHEREAS, the sharing of the results, findings, of future audits with members of the public not approved by the Appanoose County Auditor and Commission of Elections jeopardizes the County's election infrastructure and likely increases the taxpayer costs required to protect election infrastructure; and

WHEREAS, the Appanoose County Board of Supervisors and the Appanoose County Auditor and Commission of Elections advocates 100% transparency in local government, has concluded that releasing public records related to the vulnerabilities of election infrastructure would be irresponsible and detrimental to the public/taxpayers/voters, and may allow bad actors to affect the integrity of the elections administered in the County; and

WHEREAS, the Appanoose County Auditor and Commissioner of Elections had complied with the Code of Iowa and administrative rules promulgated by the Iowa Secretary of State, as well as, guidelines from EAC (United States Election Assistance Commission) concerning election infrastructure; and

NOW, THEREFORE, BE IT RESOLVED, that the Appanoose County Board of Supervisors, a government body defined in Code of Iowa Chapter 22, section 1, paragraph 1, hereby designates as a matter of public policy that any public records related to Appanoose County's

Voting System Security policy and the protection, security measures, response plans, emergency preparedness, security codes/combinations/passwords, restricted physical area passes, keys, audio/video systems, emergency response protocols, vulnerabilities, and any information contained in records that if disclosed would significantly increase the vulnerability of the election infrastructure shall remain confidential public records unless such public records are approved for examination or release by the Appanoose County Auditor and Commission of Elections or his/her designee; and

FURTHER, BE IT RESOLVED, that this resolution is effective upon the date of approval by the Appanoose County Board of Supervisors.

ADOPTED AND PASSED by the Board of Supervisors of the County of Appanoose this 6th day of August, 2018

Mark Waits – Chairman Board of Supervisors

Attest:

Kelly Howard - County Auditor

OFFICE OF
APPANOOSE COUNTY ENGINEER

1200 HWY 2 WEST
CENTERVILLE IA 52544

(P) 515/856-6193
(F) 515/437-4665

MEMO

TO: Appanoose County Board of Supervisors
FROM: Matt Haden, County Engineer
RE: Retention of Jon Foster
DATE: August 14, 2018

Effective August 14, 2018 Jon Foster will be considered retained as a part-time employee for an indefinite period of time. His hours will not exceed sixteen (16) hours per week. Pertinent information is as follows:

NAME: Jon Foster
POSITION: Part-time GIS/IT Support Specialist
BASE RATE: \$38.00/hour
DOB: Jan 28, 1971
ANN'Y DATE: Feb 3, 2003

If you have any questions, please let me know.

Matt Haden

Matt Haden, PE
County Engineer

MH/rdw

DISTRICT COURT OF APPANOOSE COUNTY

REPORT OF FEES COLLECTED

PRISONER ROOM AND BOARD

To the Board of Supervisors of Appanoose County:

I, Jeannie Houser, Clerk/Clerk's Designee of the District Court of the above named County And State, do hereby certify that the following is a true and correct statement of the fees collected by the Clerk of Court for the month of July, 2018, and the same has been paid to the County as per receipt attached.

COUNTY SHARE OF PRISONER ROOM & BOARD

1000-1000-4440-05-302	Total Prisoner Room & Board Reimbursement
	100% General Basic \$ <u>605⁰⁰/₁₀₀</u>
29000-01000-4440-05-301	60% Transfer to Sheriff \$ <u>363⁰⁰/₁₀₀</u>

Transfer authorized by Appanoose County Board of Supervisors this _____ day of

_____, 20____. Signed: _____
Chairperson

Appanoose COUNTY, Caldwell TOWNSHIP

SUMMARY STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2017 thru June 30 2018

Code of Iowa 359.23 Receipts and Expenditures - Annual Statement Each township clerk shall prepare, on or before September 30 of each year, a statement in writing, showing all receipts of money and disbursements in the clerk's office for each separate tax levy authorized by law for the preceding fiscal year, showing the current public debt of the township, and showing the balance as of June 30 of all separate reserve accounts held by the township, which shall be certified as correct by the trustees of the township. The statement shall be in a form prescribed by the county finance committee in consultation with the department of management. Each township clerk shall send a copy of this written statement to the county auditor no later than seven days after the statement is certified by the trustees. The county auditor shall post the statement or a summary of the statement in a prominent place in the building where the auditor's office is located. The county treasurer shall withhold disbursement of township taxes until the statement is filed with the county auditor. The county auditor shall notify the county treasurer if taxes are to be withheld.

1	SUMMARY	TOWNSHIP FUNDS						TOTAL
		CEMETERY	FIRE					
2	BEGINNING FUND BALANCE JULY 1, <u>2017</u> add (+)	2,843.99	71.00					2,914.99
3	TOTAL REVENUE less (-)	8,496.53	6,419.69					14,916.22
4	TOTAL DISBURSEMENTS equals (=)	3,107.80	3,846.45					6,954.25
5	ENDING FUND BALANCE JUNE 30, <u>2018</u>	8,232.72	2,644.24					10,876.96
6	PUBLIC DEBT BALANCES AT YEAR END							
7	RESERVE FUND BALANCES AT YEAR END							

CERTIFICATION

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

Bonnie R. Foster
Township Clerk

8-7-18

Date

Donald A. Galt
John Doe
John Doe
Township Trustees

Appanoose COUNTY, Sharon TOWNSHIP

SUMMARY STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2017 thru June 30, 2018

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.

SUMMARY	TOWNSHIP FUNDS						TOTAL
	Cemetery	Fire					
1 BEGINNING FUND BALANCE JULY 1, <u>2017</u>	11,038.46	5,571.12					16,609.58
2 add (+)							
3 TOTAL REVENUE	1,211.51	6,036.36					7,247.87
4 less (-)							
4 TOTAL DISBURSEMENTS	2,175.00	6,036.36					8,211.36
5 equals (=)							
5 ENDING FUND BALANCE JUNE 30, <u>2018</u>	10,074.97	5,571.12					15,646.09
6 PUBLIC DEBT BALANCES AT YEAR END							2018
7 RESERVE FUND BALANCES AT YEAR END							

CERTIFICATION

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

Bruce E. Cannon
Township Clerk

July 30, 2018
Date

x John W. Kinsley
Steve Cannon

Township Trustees

Appanoose COUNTY, Vermillion TOWNSHIP

SUMMARY STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2017 thru June 30, 2018

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.

SUMMARY		TOWNSHIP FUNDS					
		fire	Cemetery	other			
1							28,359.53
							TOTAL
2	BEGINNING FUND BALANCE JULY 1, <u>2017</u>						28,359.53
3	add (+) TOTAL REVENUE	21,675.81	200.00	100.00			21,875.81
4	less (-) TOTAL DISBURSEMENTS	21,647.39	4635.00	103.68			26,446.02
5	equals (=) ENDING FUND BALANCE JUNE 30, <u>2018</u>						23,789.32
6	PUBLIC DEBT BALANCES AT YEAR END						
7	RESERVE FUND BALANCES AT YEAR END						

CERTIFICATION

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

Jay R. Phillips
Township Clerk

August 10, 2018
Date

[Signature]

Jaycie Walker
Township Trustees