

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
November 1, 2021

The Appanoose County Board of Supervisors will meet Monday, November 1, 2021 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 October 18, 2021 meeting
4. Approve reports (10/29 payroll, 9/21 Prisoner Room & Board)
5. Approve bills
6. Mike Barth: GIS Data Grant Agreements (Corelogic Solutions & HBK Engineering)
7. Open and approve County Liability Insurance Quotes
8. FYI-MMP: Parks Finishing C10
9. Approve Electronic Services System 28E Agreement Amendment/Resolution #2021-37
10. Approve Resolution #2021-38: Set Public Hearing Tax Sale #10313
(#330283007730000 E 84" Lots 1, 2, 3 Block 20, Dean)
11. Approve Deer Ridge Subdivision Final Plat
12. John Hansen: Appanoose County Law Center (project progress update, review and approve change orders, review and approve pay request, discussions, and any necessary action)
13. County Engineer Report
 - a. Approve Resolution 2021-36: County Five Year Program
 - b. Discussion of Future Equipment/Replacement Rotation
14. Public Comments
15. Adjourn

Possible Closed Session pursuant to Iowa Code Chapter 20.17(3)-Collective Bargaining strategy meeting.

Posted 10/27/2021

October 18, 2021

Appanoose County Board of Supervisors met in regular session October 18, 2021 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Linda Demry, Chairperson, Mark McGill and Jeff Kulmatycki, Boardmembers. Absent: none.

Meeting started with the Pledge.

McGill motioned approve the agenda. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the minutes from the October 18, 2021 meeting. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve 10/15 payroll, Auditor, Recorder, Sheriff & Veteran Affairs Quarterly Reports. Seconded by Kulmatycki. All voted aye.

McGill questioned the Sebolt Repair invoice with twelve hours of labor. Kulmatycki motioned to approve the bills. Seconded by McGill. All voted aye.

A-1 Mobile Storage	Building Perm. Improvemnt	285.00
Access Sys	Typing-Print.-Bind.Serv.	138.73
ADLM EM	Contrib. & Purchase Serv	3109.25
Agriland FS	Engineering Services	26533.39
Albia Newspapers	Typing-Print.-Bind.Serv.	394.48
Albia PreK & Daycare	Community Support Program	2175.00
ALEX-TECK	Engineering Services	665.00
Alliant	Engineering Services	2925.74
Serv Agency	Salary-Regular Employees	6821.61
App Co Treas	Off. Supplies & Forms	325.60
App Comm Care	Homemaker-Home Health Aid	4861.69
Bailey Off	Engineering Supplies	67.52
Banleaco	Off. Supplies & Forms	204.23
Blake Hershberger Ent	Bridge & Culvert Maint.	732.50
Bratz Oil	Mileage & Transp. Expense	1131.98
C-D Supply	Off. Supplies & Forms	138.96
Cantera Aggregates	Engineering Services	49230.75
Card Services	Engineering Services	487.12
CarQuest	Engineering Services	910.04
Centerville Body Shop	Vehicle Repair & Maintce	622.95
Cville Wtrwks	Engineering Services	295.13
C'ville Produce & Feed	Engineering Services	411.40
Central IA Fasteners	Engineering Services	153.82
Chariton Valley Elec	Engineering Services	309.02
City Cville	Salary-Regular Employees	5645.38
City of Plano	Maintenance Contract	430.98
City of Unionville	Maintenance Contract	342.35
Clark's Auto Rpr	Engineering Services	4644.29
CocoBeen Reptiles & Feeders	Park Maint. & Supplies	150.00
Construction & Aggregate Prod	Engineering Services	1969.80
Cost Advisory Serv	Acct.-Audit.-Cler.Serv.	4125.00
Davis Co Sch	Community Support Program	800.00
Davis Co Daycare	Community Support Program	1240.00
Davis Co ISU Ext	Community Support Program	962.76
Diamond Mowers	Engineering Services	1732.98
S Dittmer	Legal Serv. Dep-Subp-Tran	150.75
Division of Labor	Heat-Cool-Elevator-Rpr-Mn	175.00
Eastern IA Tire	Engineering Services	176.58
Finish Line	Fuels	131.46
Fogle TV	Engineering Services	466.02

Forbes Office Solns	Off. Supplies & Forms	42.59
Galls	Uniforms	258.00
D Gee	Postage & Mailing	37.56
G Haas	Medical & Health Services	100.00
Happy Home Respite Svcs	Rent Payments	250.00
Hills San	Engineering Services	515.00
Holiday Inn	Educational & Train.Serv.	732.48
Housby Mack	Engineering Services	791.55
Hy-Vee	Medical & Health Services	3992.10
Interstate Batt	Engineering Services	253.90
Intoximeters	Law Enf. Equip & Weapons	70.00
IA Prison Industries	Motor Vehicle	548.57
J & J Ready Mix	Engineering Services	3900.00
J&K Rentals	Rent Payments	500.00
Jarvis Upholstery	Motor Vehicle	50.00
John Deere	Engineering Services	440.43
Kids World	Community Support Program	1344.00
Kimball	Engineering Services	1028.12
Kone	Heat-Cool-Elevator-Rpr-Mn	366.60
L&W Quarries	Engineering Services	5244.49
Lange FH	Mileage & Transp. Expense	490.00
Lee Co Hlth	Community Support Program	172.30
LexisNexis	Dues & Memberships	100.00
Lindsey Boys Sales	Engineering Services	424.00
Lockridge	Engineering Services	7599.63
Mahaska Co Sheriff	Legal Serv. Dep-Subp-Tran	30.50
Mainstay Sys	Law Enf. Equip & Weapons	315.00
Marion Co Pub Hlth	Community Support Program	2291.47
Mercy Med Ctr	Engineering Services	105.00
Metal Culverts	Bridge & Culvert Maint.	14539.00
Midwest Construction	Building Perm. Improvemnt	15122.96
Midwest Wheel	Engineering Services	1498.72
MMIT	Off. Supplies & Forms	94.02
MMIT	Off. Equip Repair & Maint	90.31
Monroe Co ISU Ext	Community Support Program	948.91
Monroe Pub Hlth	Community Support Program	6033.26
Monroe Sheriff	Legal Serv. Dep-Subp-Tran	33.00
Sinclair NAPA	Engineering Services	1197.98
Natel	Telephone & Telegr.Serv.	55.00
Noah Detention Const	Building Perm. Improvemnt	2777.80
O'Halloran Int'l	Engineering Services	433.00
O'Reilly	Engineering Services	490.37
Orchard Pl	Community Support Program	1561.02
Owl Pharm	Prescriptions & Medicine	82.73
R Pfannebecker	Educational & Train.Serv.	80.19
Pitney Bowes	Off. Supplies & Forms	143.55
Pomp's Tire Service	Engineering Services	3676.00
Proctor Corp	Building Perm. Improvemnt	129232.78
Prof Computer	Off. Equip Repair & Maint	19.95
Quick Shop	Transportation	60.00
Quill	Election Supplies	281.95
Rainbo Oil	Engineering Services	4763.26
RRWA	Engineering Services	3730.74
River Hills	Medical & Health Services	760.00
Royal Toilets	Building Perm. Improvemnt	119.88
S.G. Construction	Building Perm. Improvemnt	22406.94
SCICAP	Community Support Program	23523.06

R Sebolt	Engineering Services	1070.00
Seymour Tire	Engineering Services	37.45
Simmons Bldg Materials	Park Maint. & Supplies	92.78
Sinclair Tractor	Park Maint. & Supplies	383.42
State Public Defender	Legal & Ct-Related Serv.	10162.00
Stivers Ford Lincoln	Motor Vehicle	35059.00
Tony's Plumbing & Heating	Building Perm. Improvemnt	32300.01
US Bank	Educational & Train.Serv.	1455.69
US Cellular	Off. Supplies & Forms	1075.74
Van Maanen Electric	Building Perm. Improvemnt	11256.36
Verizon	Engineering Supplies	120.03
Walker Welding	Engineering Services	93.09
Watson & Ryan	Legal & Ct-Related Serv.	1835.00
Wayne Co Sheriff	Food Preparation Service	3645.00
Wex Bank	Mileage & Transp. Expense	106.49
Windstream	Off. Supplies & Forms	1773.29
J Wray	Rent Payments	400.00
Ziegler	Engineering Services	4887.89
5th Dist Co Off	Educational & Train.Serv.	50.00
5th Dist Rec Assn	Dues & Memberships	20.00
Grand Total		497647.17

Charles Moore from the Soil & Water Commission spoke to the board about needed repair to the Moulton Watershed (A-1 Appler property). McGill will work with Soil and Water and coordinate with Secondary Roads.

McGill motioned to approve the FY2021 Cost Allocation Plan. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve the Appanoose County Safety Manual. Seconded by McGill. All voted aye.

McGill motioned to approve the HAVA Cybersecurity Grant Agreement. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve the tax abatement on mobile home. Seconded by McGill. All voted aye.

McGill motioned to approve the 2022 Weed Commissioner Report and Certification Form. Seconded by Kulmatycki. All voted aye.

John Hansen was not present.

County Engineer, Brad Skinner, provided an update to the board. Letters of Understanding between Appanoose County and City of Moravia for the seal coat project and snow removal and standard road maintenance were presented. McGill motioned to approve both Letters of Understanding. Seconded by Kulmatycki. All voted aye. The seal coated roads should be striped this week. The bridge decks will be set this week after a delay due to weather. The department was successful in bidding for the City of Mystic's water truck. Plans have been submitted to the DOT for the T-30 asphalt overlay. They will include handicap sidewalks. Winter equipment is almost ready. Kulmatycki asked if there was any other work do be done to the Mystic seal coat. Skinner stated that striping and some shoulder work remains. The noise that is heard when driving on the seal coated roads is the texture. Snow plows will knock that off following the first snow fall.

CDC Coordinator, Stephanie Koch, provided an update to the board. She has been having 5-6 walk-ins a week looking for housing. Appanoose County doesn't have emergency housing. There will be another opportunity for CIT Training in the Region. The Sheriff's Department is all trained. The next Governing Board meeting is 11/17/2021 at 2 P.M. in person or via Zoom. The next Child and Adult

Advisory meeting is 11/4/2021 at 1 P.M. in person or via Zoom. The Region has been having Zoom meetings with local emergency rooms regarding mental health patients. The mobile crisis team will be starting again in Appanoose County soon.

Public Comments: Curt Swaim from the State Public Defender's Office stated the legislature appropriated funds to employ public defenders in 10 rural communities. Appanoose County was selected as one of those communities. They will require office space. If the space is adequate in the Courthouse they will formally ask the Board.

McGill motioned to adjourn. Seconded by Kulmatycki. All voted aye.

The Board adjourned to meet at the call of the Auditor at 9:31 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

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 September, 2021, 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>327.47</u>
29000-01000-4440-05-301	60% Transfer to Sheriff	\$ <u>196.48</u>

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

_____, 20_____.

Signed: _____

Chairperson

Data Acquisition Agreement Concerning Geographic Information System Data

This Data Acquisition Agreement is entered into this _____ day of _____, 20____ by and between Appanoose County AND

Corelogic Solutions, LLC _____ (Hereinafter referred to as Customer)
(Print or Type Customer Name)

1625 NW 136th Ave Ste E-100, Sunrise, FL 33323

(Print or Type Customer Address)

Ping Galimba 954.321.7539

(Print or Type Customer Contact Person)
Telephone Number)

(Print or Type Customer

Describe the intended use for the acquired data: _____

To create proprietary value-added products from raw data.

The PURPOSE OF THIS DATA ACQUISITION AGREEMENT is to specify the terms and conditions under which Customer may acquire Geographic Information Systems (GIS) data from Appanoose County.

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.

Appanoose County agrees to provide the GIS data listed on page 3 of this agreement, for the intended use described above. The fees charged the Customer for this GIS data are based on the cost of the data, as well as the direct cost of the of materials and services to provide the data.

Customer 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 product 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, 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, 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 CDs, DVDs, and FTP(where available).
5. Appanoose County shall not be subject to liability for any lost profits or consequential damages, or claims against the Customer 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 Customer.
7. The Customer 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 reproducing 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 Customer 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 Customer 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 Acquisition Agreement does not constitute a sale or transfer of any title or interest in the Appanoose County GIS data.
3. The Customer 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 Customer may copy the Appanoose County GIS data granted via this agreement only for backup purposes and not for use by any party other than the Customer.

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.
6. The Appanoose County GIS data are acquired solely and exclusively for the internal use of the Customer and not for the use by any other person or entity, including, but not limited to, any entity which is affiliated with the Customer unless specified at the time of acquisition.
7. The Customer shall not license, assign, release, publish, transfer, sell or otherwise make available the Products or portion thereof to a third party without the expressed written permission of Appanoose County. Any such attempted assignment or transfer shall be null and void, and shall be a breach of this Agreement.
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 Customer, and terminate this Agreement. This Agreement shall terminate immediately following such notice by Appanoose County. The Customer shall, within 30 day after termination of this Agreement, return all GIS Products that were provided through this Agreement and are in the possession of the Customer to Appanoose County
9. This Data Acquisition Agreement constitutes the entire contract 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. Appanoose County maintains records regarding the methods used to collect and process this data and will provide this information upon request.

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.

Appanoose County provides the Products listed below to the Customer for internal use in accordance with this Data Acquisition Agreement.

The GIS Products being provided via this agreement are: _____
County wide parcels (polygons- numbers and boundaries information with projection file)
and address point files in shape file format.

The period of time for which the Customer is allowed the right to use the GIS Products is:
For as long as it is needed.

Other restrictions imposed on the use of such Products are: _____

Customer shall pay Appanoose County a one-time fee of \$ 50. for the cost of the time to produce the data, as well the direct cost of materials and services has itemized on the Appanoose County GIS Data Cost Analysis sheet.

The undersigned acknowledges the terms and conditions of this Data Acquisition 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 Customer and be bound to perform its obligations under this Agreement:

Authorized by: _____
Authorizing Signature: Mark Chowtham Date 10/8/2021
Print Name: Mark Chowtham
Title: Sr. Leader - Data Acquisition
Company or Affiliation: CoreLogic Solutions, LLC

Appanoose County acknowledges this Data Acquisition Agreement as specified above:

(Chair, Appanoose County Board of Supervisors) Date _____

To submit this form please print, complete, and mail to:

GIS Technician
1200 Hwy 2 West
Centerville, IA 52544
jfoster@appanoosecounty.net

**Data Grant Agreement
Concerning
the Granted Use of Geographic Information System Data**

This Data Grant Agreement is entered into this 24 day of October, 2021 by and between Appanoose County AND

HBK Engineering, LLC (Hereinafter referred to as Grantee)
(Print or Type Grantee Name)

1202 3rd Street SE, Cedar Rapids, IA 52401
(Print or Type Grantee Address)

Lori Boren 319-536-3936
(Print or Type Grantee Contact Person) (Print or Type Grantee Telephone Number)

Project Name and Description: Proposed fiber route beginning at the Community College Entrance to the
new Sheriff Office. See the attached route for reference.

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: Lori Boren **Date** 10/25/2021

Print Name: Lori Boren

Title: Senior Project Coordinator

Company or Affiliation: HBK Engineering, LLC

Appanoose County acknowledges this Data Exchange Agreement as specified above:

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

To submit this form please print, complete, and mail to:

GIS Technician
1200 Hwy 2 West
Centerville, Iowa 52544



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 (542-8064) along with a check made out to the DNR.

Facility Name: <u>Parks Finishing C10</u>		Facility ID #: <u>67988</u>	
Facility Address: <u>16226 Arbor Blvd.</u>		<u>Unionville</u>	<u>IA</u> <u>52594</u>
(Address)		(City)	(State) (Zip)
Location			
:	<u>NE/NW</u> % of the <u>NE</u> % of Sec <u>6</u> T <u>69N</u> R <u>15W</u>	<u>Fox River</u>	<u>Davis</u>
	(% %)	(%)	(Section) (Tier & Range) (Township Name) (County)
Owner's Name: <u>Parks Finishing C10, LLC</u>		Phone Number: <u>217-446-4600</u>	
Mailing Address: <u>P.O. Box 429</u>		<u>Oakwood</u>	<u>IL</u> <u>61858</u>
(Address)		(City)	(State) (Zip)
Contact Name:			
(if different than owner) <u>Brian Ritland</u>		Phone Number: <u>641-648-7300</u>	
Mailing Address: <u>620 Country Club Road</u>		<u>Iowa Falls</u>	<u>IA</u> <u>50126</u>
(Address)		(City)	(State) (Zip)

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: 10/6/21

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

County: Appanoose

Signature: Kelly Hines

Date: 10/25/2021

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



Annual Compliance Fee Form For Confinement Feeding Operations Submitting Annual Updates

**CASHIER'S USE
ONLY**
0473-542-473B-0431
Facility ID #
County

CREDIT FEES TO: PARKS FINISHING C10, LLC

NAME OF OPERATION: PARKS FINISHING C10, LLC

LOCATION: NE/NW ^{¼ of} the NW/NE ^{¼ of} Sec 6 T 69N R 15W
(¼) (¼) (Section) (Tier & Range)

FOX RIVER DAVIS
(Township Name) (County)

FACILITY ID No: 67988

All confinement feeding operations required to submit an MMP update must pay an annual compliance fee. This fee is due only with the MMP annual update. The instructions to calculate the fee are as follows:

INSTRUCTIONS:

- 1) To calculate the **Animal Unit Capacity (AUC)** of the operation, multiply the maximum number of each animal species confined at one time by the appropriate factor indicated below, then add all animal units together:

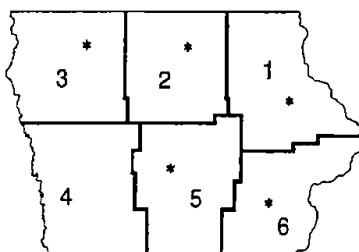
$$\text{AUC} = (\text{No. of HEAD}) \times (\text{FACTOR})$$

ANIMAL SPECIES	(No. HEAD)	*(FACTOR)	AUC
Slaughter or feeder cattle		1.0	
Immature dairy cattle		1.0	
Mature dairy cattle		1.4	
Swine over 55 lbs.	2480	0.4	992
Swine 15 lbs. to 55 lbs.		0.1	
Sheep and lambs		0.1	
Horses		2.0	
Turkeys 7 lbs. or more		0.018	
Turkeys less than 7 lbs.		0.0085	
Broiler or layer chickens 3 lbs. or more		0.01	
Broiler or layer chickens less than 3 lbs.		0.0025	
TOTAL:			992

See the DNR website at www.iowadnr.gov for more information about who needs an MMP or a construction permit. Use the Total AUC of the operation to determine the appropriate fee per animal unit in the fee table below.

Total AUC of the Operation	X	FEE PER ANIMAL UNIT	=	COMPLIANCE FEE Due with annual manure management plan
992	X	0.15	=	148.80
TOTAL DUE:				\$ 148.80

Make check payable to the Iowa DNR and send to the regional field office where the operation is located.



Field Office #1
909 West Main, Ste 4
Manchester, IA 52057
563-927-2640

Field Office #2
2300 15th St SW
Mason City, IA 50401
641-424-4073

Field Office #3
1900 N. Grand Ave.
Spencer, IA 51301
712-262-4177

Field Office #4
1401 Sunnyside Lane
Atlantic, IA 50022
712-243-1934

Field Office #5
7900 Hickman Rd Ste 200
Windsor Heights, IA 50324
515-725-0268

Field Office #6
1023 W. Madison
Washington, IA 52353
319-653-2135



October 18, 2021

To: Iowa County Boards of Supervisors
From: Sheri Jones, President, Iowa County Recorders Association & Jones County Recorder
Re: Electronic Services System 28E Agreement Amendment

I am writing to ask for your action to approve an amendment to the 28E agreement for the Electronic Service System (ESS) – the 28E agreement which governs the county land record information system – better known as “Iowa Land Records”. Iowa Land Records provides public access to more than 21.5 million land records for all 99 counties, and it also provides a statewide electronic filing system. Last year more than half of all recorded documents were processed through Iowa Land Records!

ESS was established in 2005 at the direction of the Iowa Legislature. The legislation required contracts for the system to be administered by the Iowa County Recorders Association. At the time this was fine, because the system was new, financial reporting was simple, and there were not that many contracts. Over time ESS has grown. Operations have become more complex and there are many more contracts in place to manage the services which are provided. Discussions with the State Auditor and our own legal counsel suggested that a small but important modification be made in the 28E agreement. Essentially, the change allows all contracts to be managed through the 28E organization itself instead of through our Association.

In the 2021 legislative session we sought permission from the General Assembly to make this change, and this change was approved in the form of HF 527. The legislation was approved unanimously, and it was signed by the Governor on May 20, 2021.

During this past year we have reviewed this action with the entire membership of the County Recorders Association, and we have also reviewed it with the ISAC staff including Bill Peterson, Lucas Beenken, and Kristi Harshbarger. Additionally, Barry Anderson, Clay County Supervisor and affiliate President has been engaged in the planning process. We believe that we have consensus on the amendment, and it is ready for your action.

An informational webinar on the ESS 28E amendment has been scheduled for Thursday, October 21, 2021 at 1:00 PM Central Time. RSVP for this event at <https://iowalandrecords.org/event/28e-amendment-informational-webinar/>, or send an email to support@clris.com.

Action Requested. Review and adopt a resolution to approve the proposed amendment to the Electronic Services System 28E Agreement at a meeting of your Board. Execute and notarize page 13 of the amendment. Please complete action not later than November 19, 2021. Provide a copy of page 13 and your Board Resolution to your County Recorder, and also send a copy to ESS at 8711 Windsor Parkway, Suite 2, Johnston, IA 50131 (or email a PDF to support@clris.com).

Thank you for your assistance! Please contact us if you have any questions.

A handwritten signature in black ink that reads "Sheri Jones".

Sheri Jones
President, Iowa County Recorders Association & Jones County Recorder
sheri.jones@jonescountyiowa.gov
319-462-2477

Attachments: HF527 Enrolled and Amendment to the 28E Agreement – Electronic Services System

AMENDED AND SUBSTITUTED COUNTY ELECTRONIC SERVICES SYSTEM 28E AGREEMENT

WHEREAS, the Iowa County Recorders Association (hereinafter referred to as “Association”) and the following Counties to wit: Adair, Adams, Allamakee, Appanoose, Audubon, Benton, Black Hawk, Boone, Bremer, Buchanan, Buena Vista, Butler, Calhoun, Carroll, Cass, Cedar, Cerro Gordo, Cherokee, Chickasaw, Clarke, Clay, Clayton, Clinton, Crawford, Dallas, Davis, Decatur, Delaware, Des Moines, Dickinson, Dubuque, Emmet, Fayette, Floyd, Franklin, Fremont, Greene, Grundy, Guthrie, Hancock, Hardin, Harrison, Henry, Howard, Humboldt, Ida, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Kossuth, Lee, Linn, Louisa, Lucas, Lyon, Madison, Mahaska, Marion, Marshall, Mills, Mitchell, Monona, Monroe, Montgomery, Muscatine, O'Brien, Osceola, Page, Palo Alto, Plymouth, Pocahontas, Polk, Pottawattamie, Poweshiek, Ringgold, Sac, Scott, Shelby, Sioux, Story, Tama, Taylor, Union, Van Buren, Wapello, Warren, Washington, Wayne, Webster, Winnebago, Winneshiek, Woodbury, Worth, Wright [See Also Attachment A] entered into the above described County Electronic Services System 28E Agreement; and

WHEREAS, the Electronic Services System was created in 2005 and has implemented electronic recording and electronic transactions in each county and has developed a model statewide land record information system and website to provide electronic access to records and information in the State; and

WHEREAS, the Iowa County Recorders Association and each participating county have been instrumental in creating and expanding the public's access to public records while at the same time assuring the creation and development of a system that redacts and protects personally identifiable information efficiently and accurately; and

WHEREAS, the Electronic Services System has efficiently and successfully performed the duties specified in Section 331.604 of the Code of Iowa; and

WHEREAS, the Electronic Services System has successfully fulfilled its fiduciary responsibilities to Iowa citizens and counties by transmitting fees paid by customers to Iowa counties for the public services rendered by the System and by conducting an annual financial audit assuring the integrity and efficiency of the Electronic Services System created and developed by the participating Counties and the Iowa County Recorders Association; and

WHEREAS, 2005 Iowa Acts, chapter 179, section 101 has been amended by the Iowa General Assembly (House File 527, 2021 Iowa Acts) to allow the Electronic Services System to amend the agreement to provide for the ongoing implementation of the county land record information; and

WHEREAS, in accordance with the recent amendments by the Iowa legislature, the parties seek to amend and Substitute the County Electronic Services System 28E Agreement and in the process allow the system to contract directly for services thereby eliminating the financial liability of the Iowa County Recorders Association for the direct contractual actions of the Electronic Services System while at the same time allowing for a representative governance system assuring continued leadership by elected County Recorders across the State; and

NOW THEREFORE, the undersigned counties and the Iowa County Recorders Association hereby Amend and Substitute the aforementioned County Electronic Services System 28E Agreement entirely with this **AMENDED AND SUBSTITUTED COUNTY ELECTRONIC SERVICES SYSTEM 28E AGREEMENT** as follows:

1. **PURPOSE.** This Agreement is an Amended and Substituted Intergovernmental Agreement creating and continuing the Electronic Services System administering the county land records² information system, a/k/a Iowa Land Records, and other services. The purpose of the Electronic Services System was to establish a system and the necessary associated infrastructure to enable the recordation of various land records by interested parties in all areas of the State, and to provide reasonable public access to the public to land record information, while assuring that personally identifiable information was redacted in accordance with Iowa Law prior to public access to such records through the system.
2. **STATUS AS LEGAL ENTITY.** The Electronic Services System shall hereafter be constituted as a separate and distinct legal entity formed and established pursuant to chapter 28E of the Iowa Code (2021) governed by the governing board as set forth herein. As so constituted, it shall have the following powers:
 - a. To receive and disburse electronically into bank accounts designated by the Electronic Services System and each County Recorder authorized fees for electronic recording and other services.
 - b. To provide Iowa counties with an Electronic Services System for other services provided through the Office of the County Recorder;
 - c. To provide an Electronic Services System for other public agencies or private organizations.
 - d. To contract with any public or private entity to provide all necessary services.
 - e. To rent, lease or purchase any tangible personal property, real estate or services reasonably necessary to fulfill the purposes of this Agreement;
 - f. To establish a system of accounting and budgeting, and a system for receiving payments;
 - g. To retain legal counsel, accountants and other professional individuals needed in order to fulfill the purposes of this Agreement; and
 - h. To exercise any other power or do any other legal act necessary to discharge its obligations and fulfill the purposes of this Agreement.
 - i. Take other routine or ministerial action as needed to provide for the successful operation of the Electronic Services System and/or the county land record information system.
 - j. Establish Policies and Procedures to provide for the governance and operation of the Electronic Services System and a governing board or committee.
 - k. Establish committees and subcommittees as needed to carry out the duties and responsibilities established by the ESS Coordinating Committee ("Committee").

- l. To sue, or be sued, acquire and own real or personal property necessary for its corporate purpose.
 - m. Adopt a corporate seal and alter the seal at its pleasure.
 - n. To issue debt as it deems necessary to fulfill its purposes.
 - o. Execute all powers conferred in chapter 28E of the Iowa Code (2021) and as subsequently amended from time to time.
- 3. **DURATION**. This Agreement shall become effective at such time as the undersigned counties have executed this Agreement in the manner hereinafter provided, and this Agreement is filed and recorded as required by Iowa Code section 28E.8 (2021). Copies of the filed and recorded Agreement shall be provided to the member counties. The operations of ESS shall be perpetual unless terminated in accordance with this Agreement.
- 4. **GOVERNING BOARD**. The Electronic Services System shall be governed by the committee known as the ESS Coordinating Committee ("Committee").
 - a. **Composition of ESS Coordinating Committee**. Initially the Committee shall consist of 10 members, and the number of members may be adjusted in the manner provided pursuant to paragraph 4(d). The members of the Committee shall be appointed by the Iowa County Records Association Executive Board.
 - b. Members of the ESS Coordinating Committee shall consist of eight County Recorders who shall be representative of the Electronic Services System membership as follows:
 - i. One County Recorder shall be appointed from each of the six geographic districts established by the Iowa County Records Association.
 - ii. One County Recorder shall be appointed from one of five counties with the highest population based on the most recent official U.S. census.
 - iii. One County Recorder who is a member of the Iowa County Records Association Executive Board. To the extent practicable, the County Recorders should be representative of the various indexing and imaging systems utilized throughout Iowa. Deputy Recorders shall be eligible to serve on the ESS Coordinating Committee.
 - c. Members of the Committee may also include representatives of stakeholders and professionals who develop, originate or process official real estate documents. Stakeholder representatives shall comprise no more than six positions on the Committee. These members shall be qualified from one of the following groups:
 - i. A person who is a representative of Iowa financial institutions including banks, credit unions or mortgage companies.
 - ii. A person who is a representative of professionals active in the practice of real estate law.
 - iii. A person who is a representative of professionals in abstracting and land title management.
 - iv. A person who is a representative of information technology professionals who serve Iowa counties.
 - v. A person who is representative of professional realtors or brokers.
 - vi. A person who is representative of professional and licensed land surveyors.
 - vii. Any person who is representative of another profession engaged in the Iowa real estate industry.

A stakeholder representative must actively support and contribute to the success of the Electronic Services System.

- d. Adjustments may be made to the composition of the Committee by resolution approved by at least 75% of the Committee and effective upon ratification by the Iowa County Recorders Association Executive Board. In the event the Iowa County Recorders Association Executive Board does not ratify the change in composition of the Committee within 90 days of adoption of the resolution by the Committee, any such change shall be considered defeated.
- e. **Vacancy.** In the event that a vacancy occurs on the Committee as a result of a resignation or for any other reason, the Iowa County Recorders Association Executive Board shall appoint a replacement from the applicable group described in paragraphs 4(b) and 4(c).

5. VOTING

- a. In the conduct of the Committee's business, each member of the Committee will have one vote, and the majority vote of those members present and voting shall decide such matters, unless a different voting threshold is set forth herein.
- b. Committee members may participate and vote via electronic means including teleconference, web conference, or other electronic mediums, subject to the requirements of Chapter 21 of the Iowa Code.
- c. The Chair, or in the Chair's absence, the Vice Chair of the Committee, may vote and participate in discussion, but shall not make or second a motion.

6. OFFICERS

- a. The officers of the Committee shall be the Chair, the Vice Chair and the Secretary/Treasurer, each of whom shall be elected by vote of the Committee at the annual meeting of the Committee.
- b. The Chair shall preside at all meetings of the Committee. The Chair or the Vice Chair in the absence of the Chair shall sign any instruments which the Committee has authorized to be executed, except in cases where the signing of instruments shall be required by law or protocol to be otherwise signed or executed, or where the resolution of the Committee authorizes the signing of such instrument by another person.
- c. In the absence of the Chair, or in the event of the death, inability to act or refusal to act by the Chair, the Vice Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon that office.
- d. The Secretary shall have responsibility for (i) the taking and preservation of minutes of the proceedings of the Committee, (ii) the giving of all notices in accordance with this Agreement or any Policies and Procedures, or as otherwise

directed by the Committee or required by law, (iii) acting as custodian of the records of the ESS and (iv) keeping a current registry of the names and addresses of the members of the governing body of each Participating Community, and of each Participating Community's principal officers and of the Committee representatives and alternates.

- e. The officers of the Committee shall be elected annually by and from the members of the Committee present at the annual meeting of the Committee. Nominations shall also be accepted from the representatives present at the annual meeting. All nominees, including those offered by a nominating committee, must receive a second in order to be considered a candidate and voted on for office.
- f. Each officer shall hold office until his or her successor has been duly elected. Alternates shall not be eligible to serve as officers. Each of the officers shall be from different participating counties. A vacancy in the office of Chair, Vice-Chair or Secretary shall be filled by the Committee for the unexpired portion of the term.

7. MEETINGS

- a. Regular meetings shall be held at least quarterly at the place, day and hour set forth in a schedule of regular meetings for the following year that is approved by the Committee by no later than the last meeting in last quarter of each calendar year. A copy of the agenda and all materials to be considered at the meeting shall be mailed or delivered to the members of the Committee, at least two (2) business days prior to the meeting, or as may otherwise be set forth in the Policies and Procedures.
- b. Special meetings of the Committee, for any purpose or purposes not inconsistent with this Agreement, may be called by the Chair, or shall be called by the Chair at the request of any six participating counties. The notice requirements of subsection (a) shall apply to all special meetings.
- c. All meetings of the Committee shall be conducted in compliance with Chapter 21 of the Code or any successor laws, as the same may be amended or supplemented in the future, and in general accordance with Robert's Rules of Order.
- d. The members present at any properly announced meeting shall constitute a quorum. A quorum is required to be present to convene a meeting of the Committee and for the conduct of its business. The Chair shall determine whether a quorum exists, shall cause the names of all members present to be entered into the meeting minutes, and shall call the meeting to order if a quorum exists.

- 8. **POLICIES AND PROCEDURES**. The Committee may adopt Policies and Procedures relating to the notice and conduct of its meetings and those of any committees or subcommittees it shall establish. Such Policies and Procedures may be adopted, and may be amended or repealed, by a

majority vote of the members of the Committee present and voting taken at any regularly scheduled or specially called meeting as described in Section 7, hereof, provided that notice of the impending vote thereon is contained in the meeting notice and agenda of the meeting at which such vote is to be taken.

9. **DUTIES.** The Electronic Services System shall have the following duties.

- a. To execute contracts necessary for implementation of the county land record information system as required by law.
- b. To adopt Policies and Procedures for the county land record information system and other public services.
- c. To maintain the county land record information system and website(s)
- d. To integrate land record information managed by county recorders with land record information from other sources, as practicable
- e. To implement and maintain processes for redacting personally identifiable information contained in electronic documents ~~which~~ that are displayed for public access or transferred to another person
- f. To establish standards for recording, processing and archiving electronic documents and records

10. **BUDGET AND ANNUAL REPORT.** The ESS Coordinating Committee shall, prior to January 1 of each year, prepare and adopt a budget for the operation of ESS for the next calendar year. The ESS Coordinating Committee shall make a copy of the ESS budget available to each member county. The ESS Coordinating Committee may amend the ESS budget during the fiscal year.

The accounts of ESS shall be audited and verified by a certified public accountant within two hundred seventy (270) days of each calendar year and a copy thereof provided to the Board of Supervisors and County Recorder of each member of the Agreement, the Auditor of the State of Iowa and, upon request, to any other elected official in a county that is a party to this Agreement.

Not later than July 1 of each year, an annual report concerning the operations of ESS and related county activities shall be provided to the Board of Supervisors of each member of the Agreement.

11. **FUNDING.** ESS shall provide the services referred to in this Agreement to each member county. Funding for the operation of ESS shall be provided through any electronic recording service fee established for these purposes as specified or authorized in the Iowa Code, any payment surcharge or service fee, any service or user fees for other services, and other sources deemed appropriate by the Electronic Services System and its members to be charged for other services or data.

12. **ADDITIONAL MEMBERSHIP.** Any Iowa county may become party to this Agreement and gain membership in ESS by adoption of this Agreement, as it may have been amended, by motion of its board of supervisors. Membership shall be effective upon filing and recording of the Agreement as required by Iowa Code section 28E.8 (2021), with a copy of the filed and recorded Agreement to be provided to Electronic Services System ESS Coordinating Committee and the new member county.

13. **WITHDRAWAL**. Any county, by motion of its board of supervisors, if specifically authorized by a session law, signed by the governor, may withdraw from ESS by giving written notice to the ESS Coordinating Committee no later than June 15 preceding the calendar year of withdrawal. Any such withdrawal will become effective no earlier than January 1 following the date notice is given, or the date specified in the notice, whichever is later. Services of ESS shall continue to be provided to the withdrawing county until the date of withdrawal.
14. **STANDARDS**. Members shall comply with all standards, policies and requirements for the delivery of electronic services adopted by the ESS Coordinating Committee.
15. **AMENDMENTS**. This Agreement may be amended by motion of the ESS Coordinating Committee which must be approved by at least 75% of the Committee. The passed amendment shall then be submitted to the individual member counties. A separate explanation of the reasons for the amendment shall be included in the transmission of the proposed amendment to the individual member counties. Each county desiring to vote upon the amendment shall do so by motion and return to ESS Coordinating Committee a certified copy of the motion indicating the county's vote on any such amendment within sixty (60) days of the date that the county receives a copy of the proposed amendment. Any county not voting upon the amendment within this time shall be considered to have approved the amendment. If the amendment receives a majority of the votes of all County members, it shall become effective ten (10) days following the date the vote is tabulated. Amendments shall be filed and recorded as required by Iowa Code section 28E.8 (2021).
16. **NON-LIABILITY**. ESS is a public agency. The ESS Coordinating Committee and individual counties shall not be liable for any acts, deeds, resolutions or other actions of ESS. Each individual county, and its assets and taxing authority may not be reached, attached or executed upon by any creditor or claimant of ESS. The ESS Coordinating Committee and its assets may not be reached, attached or executed upon by any creditor or claimant of ESS.
17. **THIRD PARTY BENEFIT**. Neither the provisions of this Agreement nor the provisions of any agreement that ESS may have with any public or private agency shall inure to the benefit of any other third party or any individual resident or taxpayer of any county and neither this Agreement nor any agreement that ESS may have with any public or private agency may be the basis of a claim or cause of action on behalf of any other third party or any individual resident or taxpayer of any county.
18. **TERMINATION**. If specifically authorized by a session law, signed by the governor, this Agreement may be terminated by motion of the ESS Coordinating Committee which must be approved by at least 75% of the Committee which shall then be submitted for consideration by the individual member counties. A separate explanation of the reasons for the termination shall be included in the transmission of the proposal to the individual member counties. Each county desiring to vote upon the termination shall do so by motion and return to ESS Coordinating Committee a certified copy of the motion indicating the county's vote on any such amendment within sixty (60) days of the date that the county receives a copy of the proposed termination. Any county not voting upon the termination within this time shall be considered to have approved the termination. If the termination receives a majority of the votes of all County members, it shall become effective one hundred and eighty (180) days following the date the vote is tabulated. The termination shall be filed and recorded as required by Iowa Code Chapter 28E (2021).

19. **DISPOSITION OF ASSETS.** The assets of ESS have been supported by annual payments made by each county for the maintenance of integrations with individual county land records management systems. In the event this Agreement is terminated and ESS is abolished, all property of ESS shall be liquidated and distributed equally among the participating counties, or as otherwise directed by applicable Iowa Law, after payment of all just debts, obligations and liabilities of ESS.
20. **SEVERABILITY.** If any portion of this Agreement or the application of this Agreement to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications, and to this end, the provisions of this Agreement are declared to be severable.

Attachment A – ESS Membership

County	Date	Book	Page	Reference No.
Adair	9/15/05	535	14	2005-1670
Adams	8/30/05	101	704	2005 658
Allamakee	9/7/05	2005	2290	2290
Appanoose	10/3/05	2005	2258	2005 2258
Audubon	9/6/05			05-1112
Benton	1/20/06	6	348	06-0348
Black Hawk	9/1/05			200600005959
Boone	9/6/05	2005	5309	055039
Bremer	8/31/05	2005	4097	20054097
Buchanan	12/5/05			2005R004417
Buena Vista	9/7/05	05	3001	53001
Butler	10/20/05	2005	4484	2005-4484
Calhoun	9/7/05	2005	1545	2005-1545
Carroll	10/7/05	2005	3416	3416
Cass	8/31/05	2005	1987	2005 1987
Cedar	8/29/05	749	64	3601
Cerro Gordo	9/7/05	2005	8138	2005_8138
Cherokee	9/7/05	2005	1803	2005 1803
Chickasaw	9/16/05			2005-2036
Clarke	12/21/05	96	442	052320
Clay	9/30/05	2005	3349	3349
Clayton	8/31/05	1	256	2005R03087
Clinton	9/12/05			2005-07742
Crawford	9/6/05			2005-2368
Dallas	9/15/05	2005	15390	15390
Davis	9/12/05	124	46	2005-1246
Decatur	8/30/05	2005	1475	2005-1475
Delaware	9/7/05	2005	3194	3194
Des Moines	9/8/05	2005	005449	2005-005449
Dickinson	9/21/05	24	341	05-06610
Dubuque	9/14/05			2005-00014977
Emmet	9/6/05	2005	1770	2005-01770
Fayette	9/6/05	2005	2904	2904
Floyd	10/11/05	2005	2623	2623
Franklin	9/12/05			20052181
Fremont	8/30/05	2005	1544	20051544
Greene	9/12/05	25	903	2005-1816

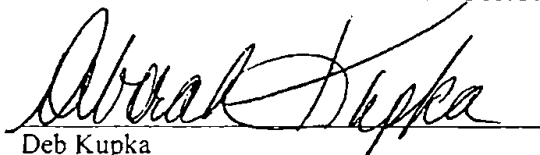
Grundy	9/8/05	2005	2461	2005-2461
Guthrie	9/14/05	2005	2761	2005-2761
Hancock	9/7/05			05-1942
Hardin	8/31/05	2005	3056	3056
Harrison	9/8/05	2005	2970	2970
Henry	9/1/05	2005	2514	2514
Howard	9/6/05	23	173	407
Humboldt	8/30/05	05	1923	51923
Ida	9/1/05	5A	85	05 1167
Iowa	9/23/05	755	91	1145
Jackson	9/7/05	2005	3622	05-3622
Jasper	9/22/05	5	7860	200500007860
Jefferson	9/6/05	2005	2195	2005-2195
Johnson	9/15/05	3940	316	
Jones	8/30/05			2005 3077
Keokuk	8/30/05			2005 1650
Kossuth	9/23/05	2005	3426	3426
Lee	9/6/05	05N	2658	2658
Linn	9/29/05	6133	379	
Louisa	9/13/05	644	175	0459
Lucas	9/14/05	A14	965	050443
Lyon	9/16/05	2005	2354	2354
Madison	1/4/06	2006	54	54
Mahaska	9/14/05	2005	3533	3533
Marion	10/3/05	2005	6122	05-6122
Marshall	9/6/05			200500006378
Mills	9/7/05	353	569	3431
Mitchell	9/6/05	2005	1665	1665
Monona	8/30/05	41	200	05-1558
Monroe	9/8/05	2005	1491	1491
Montgomery	9/29/05	288	676	649
Muscatine	8/31/05	2005	06612	2005-06612
O'Brien	9/12/05			2005-2266
Osceola	9/15/05	2005	1382	20051382
Page	9/6/05	2005	2264	20052264
Palo Alto	8/30/05	2005	1784	1784
Plymouth	9/13/05	2005	4417	4417
Pocahontas	8/30/05	159	173	1173
Polk	4/5/06	11595	65	200600093755
Pottawattamie	9/21/05	106	5949	
Poweshiek	10/3/05	0761	0426	3628

Ringgold	8/30/05	310	443	1204
Sac	9/13/05			052048
Scott	9/9/05			200500030241
Shelby	9/6/05			2413-05
Sioux	8/30/05	2005	4913	2005-04913
Story	9/8/05			11251
Tama	9/6/05	41	60	2005-0871
Taylor	10/6/05	97	621	450
Union	9/28/05	831	39	2487
Van Buren	10/3/05	38	837	1300
Wapello	9/16/05	2005	5163	5163
Warren	9/7/05	2005	9880	2005-9880
Washington	8/31/05	2005	3808	2005-3808
Wayne	9/8/05	26	262	05-1802
Webster	8/30/05	2005	5280	5280
Winnebago	8/30/05	2005	1598	05-1598
Winneshiek	9/29/05	2005	4058	4058
Woodbury	10/20/05	679	7101	6637
Worth	8/29/05	2005	2060	20052060
Wright	9/13/05	T	2563	2348

THE EXECUTION OF THIS AGREEMENT BY EACH UNDERSIGNED COUNTY SHALL CONSTITUTE ADOPTION OF THIS AGREEMENT. FOR EACH UNDERSIGNED COUNTY, SUCH EXECUTION SHALL BE PURSUANT TO AUTHORITY GRANTED BY MOTION OF THE BOARD OF SUPERVISORS.

28E AGREEMENT

ELECTRONIC SERVICES SYSTEM

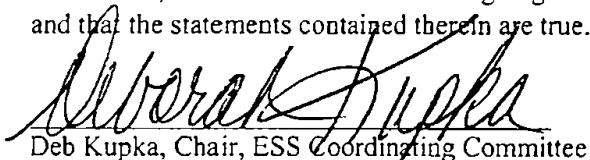


Deb Kupka
Chair, Electronic Services System

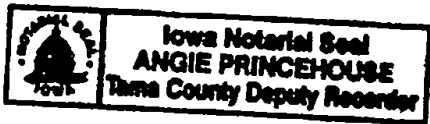
Date October 11, 2021

STATE OF IOWA)
) ss
COUNTY OF POLK)

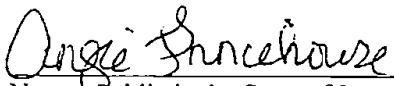
I, Deb Kupka, being first duly sworn on oath depose and state that I am the Chair of the ESS Coordinating Committee, and that I executed the foregoing instrument as the Chair of the ESS Coordinating Committee and that the statements contained therein are true.


Deb Kupka, Chair, ESS Coordinating Committee

Subscribed and sworn to before me this 11th day of October, 2021.



(SEAL)


Notary Public in the State of Iowa
Name of Notary Angie Princehouse

28E AGREEMENT
ELECTRONIC SERVICES SYSTEM

_____ County, Iowa

By: _____

Date _____

Chairperson _____ County Board of Supervisors

(SEAL)

ATTEST:

County Auditor

STATE OF IOWA)
) ss
COUNTY OF _____)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and Auditor, respectively, of _____ County, Iowa; that this instrument was signed and sealed on behalf of said county by authority of its Board of Supervisors; and that the said _____ and _____ as such officers acknowledged the execution of the said instrument to be the voluntary act and deed of _____ County by it and by them voluntarily executed.

Notary Public in and for the State of Iowa
Name of Notary _____

(SEAL)

Resolution # 2021-38

WHEREAS, it has been determined by the Board of Supervisors of Appanoose County, Iowa, that Tax Sale #2010-10313: Lot Seventeen (17), Block Six (6) in J.S. Elgin's First (1st) Addition to the City of Mystic, except the coal underlying the same, located in Appanoose County is no longer needed for the purpose for which it was acquired by the County and it is in the best interest of the county that said property be sold:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF APPANOOSE COUNTY, IOWA;

1. That a public hearing be held November 15, 2021 at _____ A.M. in the Appanoose County Courthouse to consider the sale of the above-described property upon motion by _____ and seconded by _____.
 2. That following the public hearing an auction will be held in which the property will be sold to the highest bidder with the county reserving the right to accept or reject any or all bids; who will also pay the current year's taxes, the cost of publication of this notice and the cost of recording the deed.
 3. That the Appanoose County Auditor is hereby authorized and directed to publish a notice of public hearing on said proposal to convey and sell property no less than four nor more than twenty days prior to that date of such hearing.
 4. This resolution shall become effective upon its passage and publication.
- Passed and adopted this 1st day of November 2021.

Ayes: _____

Nays: _____

ATTEST: _____

County Auditor

Tax Sale No. 10313

To the Board of Supervisors, Appanoose, County, Iowa.

We, the undersigned, Mayor and Councilmen (Township Trustees) of the Town
(Township) of Wells, Iowa, recommend that the following
described property:

Deed E 84' Lot 1 B1K 20 & E 84'
of Lot 2 & 3 B1K 20
Parcel 330283007730000

be sold to Austin Pauls for \$ 100. Plus current year taxes,
in order that it will again be under taxation.

This contract void unless taken within 30 days from date given below.

Witness our hand this _____ day of _____, 19____

_____ Clerk	_____ Mayor
_____ Trustee	_____ Councilman
_____ Trustee	_____ Councilman
_____ Trustee	_____ Councilman
	_____ Councilman
	_____ Councilman

RESOLUTION NO. 2020-36

2021 County Five Year Program Resolution 0.2

Appanoose County Secondary Roads

Whereas, unforeseen circumstances have arisen since adoption of the approved Secondary Road Five Year Program, requiring changes to the sequence, funding, and timing of the proposed work plan.

Now therefore be it resolved, the Board of Supervisors of Appanoose County, Iowa, in accordance with Iowa Code section 309.22, initiates and recommends addition of the following project in the accomplishment year (State Fiscal Year 2022), for approval by the Iowa Department of Transportation (Iowa DOT), per Iowa Code 309.23 and Iowa DOT Instructional Memorandum 2.050. The following projects shall be REMOVED from the Program's Accomplishment year:

- a. Project No. FM-C004()—55-04, Exline Overlay. 950 AADT, 1.50 miles, 366 HMA Paving, Farm-to-Market Funding of \$200,000

The following projects shall be MODIFIED to incorporate the above, as follows:

- b. Project No. FM-C004(116)—55-04, On T-30, from IA-5 east and south 6.14 miles to Missouri State Line. 900 AADT, 366 HMA Paving, Farm-to-Market Funding of \$1,400,000

Recommended:

County Engineer

Date

Approved

Chair Board of Supervisors

Date

Attested

I, _____, Auditor in and for Appanoose County, Iowa, do hereby certify the above and foregoing to be a true and exact copy of a resolution passed and approved by the Board of Supervisors of Appanoose County, Iowa, at its meeting held on the 16th day of February, 2021.

County Auditor