

OFFICE OF THE
Appanoose County Auditor
KELLY HOWARD
COURTHOUSE
201 N. 12th St., Rm 11
CENTERVILLE, IOWA 52544

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khoward@appanoosecounty.net

Meeting Agenda
July 18, 2022

The Appanoose County Board of Supervisors will meet Monday, July 18, 2022 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/Approve Agenda
3. Approve minutes of the July 5, 2022 meeting
4. Approve reports (7/08 payroll, Auditor & Recorder Quarterly Reports, June Prisoner Room & Board & Taylor Township Financials)
5. Approve bills
6. Farmer's Mutual Communications
7. Depot Inn
8. Appoint Veteran Affairs Board members
9. Approve Disabled Vet Applications
10. Approve Homestead Applications
11. Accept Conservation Director Resignation
12. Approve Interim Conservation Directors and salary increase
13. Approve Conservation PT Technician
14. Approve Nyhart Service Agreement
15. John Hansen: Appanoose County Law Center (project progress update, review and approve change orders, review and approve pay request, discussions, and any necessary action)
16. County Engineer Report
 - a. Approve Resolution 2022-16: Traffic Safety Improvement Program Grant Application
 - b. Approve Equipment Purchases
17. Public Comments
18. Adjourn

July 5, 2022

Appanoose County Board of Supervisors met in regular session July 5, 2022 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Linda Demry, Chairperson, and Mark McGill, Boardmember. Absent: Jeff Kulmatycki.

The meeting started with the pledge.

McGill motioned to approve the agenda. Seconded by Demry. All voted aye.

McGill motioned to approve the minutes from the June 20, 27 & 30, 2022 meetings. Seconded by Demry. All voted aye.

McGill motioned to approve 6/24 payroll and Sheriff Quarterly Report. Seconded by Demry. All voted aye.

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

Alliant	Electric Light & Power	905.33
Amazon	Law Enf. Equip & Weapons	118.17
App Co Sheriff	Sheriffs Transportation	32.93
App Co Tourism	Contrib. & Purchase Serv	39770.12
Barco	Engineering Services	4157.19
Daniel Bennett	Transportation	770.00
Bratz Oil	Mileage & Transp. Expense	378.72
E Burgin	Mileage & Transp. Expense	182.88
C-D Supply	Custodial Supplies	194.08
Cantera Aggregates	Engineering Services	61484.18
Cville Iron	Engineering Services	17.03
Cville Wtrwks	Water & Sewer	332.14
C'ville Produce & Feed	Engineering Services	750.00
Central IA Det	Juvenile Detention & Shel	4370.00
Chariton Valley Housing	Contrib. & Purchase Serv	7500.00
City Cville	Salary-Regular Employees	5019.82
City of Moulton	Care of Soldiers Graves	316.00
City of Ottumwa/SIRG	Construction & Maint.	8783.74
City of Plano	Maintenance Contract	273.22
City of Unionville	Maintenance Contract	205.08
R Dyke	Educational & Train.Serv.	12.74
Emerg Planning & Consulting	Construction & Maint.	5600.00
Fareway	Food & Provisions	39.67
Finish Line	Fuels	236.77
Fogle TV	Building Repair & Maintce	488.42
Forbes Office Solns	Off. Supplies & Forms	46.85
GreatAmerica	Office Equip. & Furniture	184.92
Hamilton Produce	Engineering Services	107.30
J Hinojosa	Building Repair & Maintce	135.00
Housby Mack	Engineering Services	821.45
Kelly Howard	Educational & Train.Serv.	208.35
Hy Vee Pharmacy #1089	Medical & Health Services	87.99
IMWCA	Workmens' Comp. Ins.	82186.00
Inland Truck Parts	Engineering Services	833.06
IPAC	Voter Registration Serv.	3853.48
ISAC	Dues & Memberships	6350.00
Jim Hawk Truck	Engineering Services	95.00
Kimball	Engineering Services	366.08
R Lamb	Mileage & Transp. Expense	600.72
Lockridge	Equip. Parts & Supplies	19.36
Mail Serv	Off. Supplies & Forms	469.84

Marion Co Sheriff	Legal Serv. Dep-Subp-Tran	38.50
Mercy One	Medical & Health Services	382.68
MFA Oil	Utilities	300.00
MHC Kenworth	Engineering Services	632.20
Midwest Wheel	Engineering Services	836.64
M McCoy	Educational & Train.Serv.	9.11
Natel	Telephone & Telegr.Serv.	245.26
O'Halloran Int'l	Engineering Services	189.28
Oden Enterprises	Bridge & Culvert Maint.	54412.38
Owl Pharm	Engineering Services	4.69
Petty C-Sheriff	Postage & Mailing	4.53
Quick Shop	Transportation	60.00
RRWA	Engineering Services	27.00
G Roefer	Medical & Health Services	200.00
Schneider Geospatial	Computer & Microfilm Supp	4250.00
Seymour Tire	Engineering Services	403.30
B Skinner	Educational & Train.Serv.	254.27
Smith Fertilizer	Engineering Services	393.33
Snap-On Tools	Engineering Services	108.50
Superior Cable & Data	Equip. Parts & Supplies	349.75
Tyler Technologies	Off. Supplies & Forms	449.00
UMB Bank, N.A.	Bond Registrar Fees	600.00
UnityPoint	Engineering Services	84.00
US Bank	Educational & Train.Serv.	1758.29
US Cellular	Telephone & Telegr.Serv.	757.26
Verizon	Contrib. & Purchase Serv	40.00
Wapello Co Aud	Legal & Ct-Related Serv.	772.88
10-15	Contrib. & Purchase Serv	2500.00
5th Dist Treas Assn	Educational & Train.Serv.	15.00
Grand Total		308381.48

McGill motioned to approve handwritten warrant #48204 to South Central Behavioral Health Region for \$77,520.81. Seconded by Demry. All voted aye.

McGill motioned to approve the data grant agreement with the State of Iowa OCIO. Seconded by Demry. All voted aye.

McGill motioned to re-appoint Pam Messersmith to the Conservation Board for a 5 year term, expiring 6/30/2027. Seconded by Demry. All voted aye. No appointments for Veteran Affairs were made.

Road Foreman, Roger Dyke, provided an update to the board. Due to supply chain issues, equipment purchases are being adjusted. Will present for approval next meeting. Demry requested someone look at the weeds on Drake Avenue Extension. They will work on finishing the driveways on 230th following the re-shaping this week. There is one grader down due to a fuel pump. They have been spraying for teasels along the highways.

John Hansen provided an update to the board on the jail project. Paving is done, working on interior finishes but waiting on Alliant to come and hook up to complete. The state will begin installing E911 equipment in September. The board will tour the facility next month. A pay application was presented. McGill motioned to approve the 7/1/2022 pay application for \$422,868.77. Seconded by Demry. All voted aye.

Public Comments: Tammy Wheeler from Farmer's Communication thanked the board for their funding commitment. She requested to be on the agenda for the next meeting.

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

The Board adjourned to meet the call of the Auditor at 9:25 A.M.

Attest:

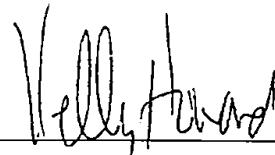
Kelly Howard, Appanoose County Auditor

STATE OF IOWA, APPANOOSE COUNTY
TO THE BOARD OF SUPERVISORS OF APPANOOSE COUNTY, IOWA

I, Kelly Howard, Auditor of the above-named County and State do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the quarter ended June 30, 2022, and the same has been paid to the proper authorities as per duplicate voucher as attached:

Plat Books	\$230.00
Copy Work	\$0.75
Misc.	<u>\$0.00</u>
Total	<u><u>\$230.75</u></u>

RESPECTFULLY SUBMITTED,



County Auditor

7/07/22 10:49:30

Miscellaneous Receipt
Appanoose County Treasurer

07/07/2022

Received from Customer R

200

Appanoose County Auditor

Receipt# 21043

<u>Payment Method</u>	<u>Amount</u>	<u>Check#</u>	<u>Paid by</u>
2 Check	230.75	1033	Appanoose County Auditor

#	Fund	Function	Rev	Dept	Prj	Sub	Post	Earned	Amount
1	01000	3	09000	5500	02			1 06/30/2022	230.75
Photocopy/FAX Fees									
k-230.75 JS									

Total Amount	230.75
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County Recorder's Report of Fees Collected

(See Chapter 842, Code)

STATE OF IOWA,
APPANOOSA County, } ss.

TO THE BOARD OF SUPERVISORS OF APPANOOSA COUNTY:

I, Teddy Walker Recorder of the above named County and State, do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the quarter ending, June 30 20.22, and the same has been paid to the County Treasurer, as per duplicate voucher No. 20870, 20871, 20950 hereto attached: 20951, 21023, 21024

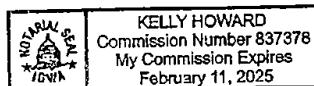
For Recording Deeds	2760.00
For Real Estate Mortgages	9675.00
For Releases and Assignments	1005.00
For Hunting and Fishing Licenses Writing Fees	47.00
For Furnishing Certified Copies of Records - Xerox Copies	600.95
Motor Boat Registration Writing Fees	921.25
Miscellaneous	3505.00
Snowmobile & ATV Writing Fees	103.75
R. E. Transfer Tax - 17.25%	7112.39
Vital Records -	1184.00
County Conservation - 50% Boat Titles	210.00
Total	27124.34

All of which is respectfully submitted.

Teddy Walker
County Recorder.

Subscribed and sworn to before me by Teddy Walker

County Recorder, this 8 day of July, 2022.

Auditor Kelly Howard APPANOOSA County.

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 June, 20 22, 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>323.50</u>

29000-01000-4440-05-301	60% Transfer to Sheriff \$ <u>194.13</u>
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Transfer authorized by Appanoose County Board of Supervisors this _____ day of

_____, 20 _____. Signed: _____
Chairperson

7/12/22 13:17:51

Miscellaneous Receipt
Appanoose County Treasurer

07/12/2022

Received from Customer R

500 Appanoose County Sheriff

Receipt# 21051

Payment Method	Amount	Check#	Paid by
2 Check	323.56	53492	Appanoose Co. Clerk of Court

#	Fund	Function	Rev	Dept	Prj	Sub	Post	Earned	Amount
1	01000	3	01000	4440	05	302	1	06/30/2022	323.56
Prisoner Room & Board Reim.									
40%-Gen. Basic									
k-323.56 June 2022 JS									
100% Total Prisoner Room &									
Board Reimbursement									
June 2022									
									Total Amount
									323.56

APPANOOSE COUNTY
CLERK OF COURT
201 N 12TH
CENTERVILLE, IA 52544

U S BANK

53492

VOID AFTER 6 MONTHS

01-JUL-22

PAY: \$323 AND 56/100

Payee PIN: AP1000293

CHECK AMOUNT

TO THE ORDER OF

\$323.56

APPANOOSE COUNTY TREASURER
APPANOOSE COUNTY COURTHOUSE
CENTERVILLE, IA 52544

AUTHORIZED SIGNATURE(S):



53492#

1073000545#

2598000061#

Appanoose COUNTY,

Taylor TOWNSHIP

SUMMARY STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2021 thru June 30, 2022

23:

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 and Parks	Fire and Emergency Services					
2	BEGINNING FUND BALANCE JULY 1, 2021	23,212.06	5,378.64	0.00	0.00	0.00	0.00	28,590.70
3	add (+)							
4	TOTAL REVENUE	8,488.05	12,901.08	0.00	0.00	0.00	0.00	21,389.13
5	less (-)							
6	TOTAL DISBURSEMENTS	18,932.06	12,950.66	0.00	0.00	0.00	0.00	31,882.72
7	equals (=)							
8	ENDING FUND BALANCE JUNE 30, 2022	12,768.05	5,329.06	0.00	0.00	0.00	0.00	18,097.11
9	PUBLIC DEBT BALANCES AT YEAR END							0.00
10	RESERVE FUND BALANCES AT YEAR END							0.00

CERTIFICATION

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

RECD APP CO A
JUL 11 '22 PM:26

Jerry Bobbeng (Retired), Carrie Hawk - Clerk
Township Clerk

7-8-2022

Date

Richard M. DeJarnett
Jeremy Hawk
Chris Engen
Township Trustees

Appanoose COUNTY,

Taylor

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2021 thru June 30, 2022

1	STATEMENT OF RECEIPTS	TOWNSHIP FUNDS						TOTAL
		Cemetery and Parks	Fire and Emergency Services	0	0	0	0	
2	+ Cash on hand							0.00
3	BEGINNING FUND BALANCE							28,590.70
4	07/01/ 2021							0.00
5	+ Checking	23,212.06	5,378.64					
6	+ Savings							
7	+ Other							0.00
8	= Total	23,212.06	5,378.64	0.00	0.00	0.00	0.00	28,590.70
9	DATE RECEIPTS DURING FISCAL YEAR							
10	7/12/21 Appanoose Co. Treasurer - CD interest	0.76						0.76
11	15-Jul-21 Appanoose Co. Treasurer - Tax Rec	43.74	68.55					112.29
12	9/15/21 Appanoose Co. Treasurer - Tax Rec	1,407.79	2,253.36					3,661.15
13	10/15/24 Appanoose Co. Treasurer - Tax Rec	2,528.40	4,047.14					6,575.54
14	11/15/21 Appanoose Co. Treasurer - Tax Rec	403.89	646.45					1,050.34
15	12/15/21 Appanoose Co. Treasurer - Tax Rec	347.72	556.52					904.24
16	12/31/21 Fire rec. 7/1/21 thru 12/31/21 \$7,572.02							0.00
17	1/14/22 Appanoose Co. Treasurer - Tax Rec	42.35	67.79					110.14
18	1/27/22 Richard Wilson - 2-100' rolls anti erosion fence	44.42						44.42
19	2/15/22 Appanoose Co. Treasurer - Tax Rec	17.09	27.35					44.44
20	3/15/22 Appanoose Co. Treasurer - Tax Rec	662.37	1,060.21					1,722.58
21	4/15/22 Appanoose Co. Treasurer - Tax Rec	2,346.86	3,756.49					6,103.35
22	5/13/22 Appanoose Co. Treasurer - Tax Rec	192.87	308.70					501.57
23	6/15/22 Appanoose Co. Treasurer - Tax Rec	67.79	108.52					176.31
24	6/17/22 App Co. Treas - Denny Vet care 15@\$2 = 30	30.00						30.00
25	6/17/22 App Co. Treas - NH Vet care 1@\$2 = 2	2.00						2.00
26	6/17/22 App Co. Treas - MS Vet care 34@\$2 = 68	68.00						68.00
27	6/21/22 McGeehan fence exp reimbursed by McGeehan	116.00						116.00
28	6/21/22 McGeehan fence exp reimbursed by Theobald	116.00						116.00
29	6/21/22 Bryan Cox donation plot #?? 2,34	50.00						50.00
30								0.00
31								0.00
32								0.00
33								0.00
34								0.00
35								0.00
36								0.00
37	TOTAL REVENUE FROM THIS PAGE	8,438.05	12,901.08	0.00	0.00	0.00	0.00	21,389.13
38	TOTAL REVENUE FROM ATTACHED PAGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
39	TOTAL REVENUE FOR YEAR	8,438.05	12,901.08	0.00	0.00	0.00	0.00	21,389.13
40	TOTAL TO BE ACCOUNTED FOR (Beginning Balance + Total Revenue)	31,700.11	18,279.72	0.00	0.00	0.00	0.00	49,979.83

Appanoose COUNTY,

Taylor

Fiscal Year July 1, 2021 thru June 30, 2022

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

1	STATEMENT OF DISBURSEMENTS	TOWNSHIP FUNDS						TOTAL
		Cemetery and Parks	Fire and Emergency Services	0	0	0	0	
3	DATE	DISBURSEMENTS DURING FISCAL YEAR						
4		6/30/21 Bank Bal	\$29,140.70					0.00
5		minus outstanding check	\$550.00					0.00
6		7/1/21 Beg bank bal	\$28,590.70					0.00
7		7/1/21 Balance all funds	\$28,590.70					0.00
8	7/15/21	Selix Lawn & Landscape June mowing ck 453	1,300.00					1,300.00
9	7/2/21	Carroll Constr 2-100'silt fence MS ck 452	44.42					44.42
10	7/15/21	City of Moravia Fire Rec 1/1/21-6/30/21 ck 451	0.00	5,378.64				5,378.64
11	8/16/21	Selix Lawn & Landscape July mowing ck 454	1,300.00					1,300.00
12	9/7/21	Selix Lawn & Landscape Aug mowing ck 455	1,300.00					1,300.00
13	10/18/21	Selix Lawn & Landscape Sep mowing ck 456	1,300.00					1,300.00
14	11/10/21	Selix Lawn & Landscape Oct mowing ck 457	975.00					975.00
15	11/8/21	Cantera Aggregates- Rock, Denny ck458	907.25					907.25
16	11/15/21	Selix Lawn & Landscape 5/21 mowing ck 450	1,300.00					1,300.00
17	11/26/21	Cantera Aggregates- Rock, Denny ck460	735.49					735.49
18	11/26/21	L & W Quarries Denny rock ck 459	1,587.46					1,587.46
19	12/29/21	Richard Wilson -Denny cem dirt work Ck 461	1,425.00					1,425.00
20	1/27/22	City of Moravia Fire Rec 7/1/21 to 12/31/21 ck	0.00	7,572.02				7,572.02
21	2/18/22	Appanoose Co Recorder Denny CK 463	17.00					17.00
22	6/11/22	Selix Lawn & Ls 5/22 mowing3@\$375 ck 466	1,125.00					1,125.00
23	6/11/22	Selix Lawn & Ls 4/22 mowing1@\$375 ck 467	375.00					375.00
24	6/11/22	Selix Lawn & Ls Denny Hydroseeding ck 468	2,500.00					2,500.00
25	5/31/22	Cody Clayworth.Deny Fence Ck 464	2,708.44					2,708.44
26		McGeehan FD_ TTT To App Co Recorder cop	32.00					32.00
27								0.00
28								0.00
29								0.00
30								0.00
31								0.00
32	TOTAL DISBURSEMENTS FROM THIS PAGE		18,932.06	12,950.66	0.00	0.00	0.00	31,882.72
33	TOTAL DISBURSEMENTS FROM ATTACHED PAGES		0.00	0.00	0.00	0.00	0.00	0.00
34	TOTAL DISBURSEMENTS FOR YEAR		18,932.06	12,950.66	0.00	0.00	0.00	31,882.72
35	ENDING FUND BALANCE 06/30/ 2022	+ Cash on hand						0.00
36		+ Checking	12,768.05	5,329.06	0.00	0.00	0.00	18,097.11
37		+ Savings						0.00
38		+ Other						0.00
39		= Total	12,768.05	5,329.06	0.00	0.00	0.00	18,097.11
40	TOTAL TO BE ACCOUNTED FOR Total Disbursements+Ending Balance (must=Page R1 line 40)		31,700.11	18,279.72	0.00	0.00	0.00	49,979.83

July 1st, 2022

To the Appanoose County Conservation Board:

I am writing this letter to serve as my resignation as the Appanoose County Conservation Board Director. My last day will be July 15th, 2022.

I have accepted a job with the Iowa DNR as a park manager at Green Valley State Park.

It has been a privilege to work in this county to better the department, the areas, and the community. I wish for the department to have continued success with improvement, growth, and development and am always available to be contacted to assist in any way I can.

I look forward to following the progress of the department and visiting in the future to see improvements and thanks again for allowing me the opportunity to serve as the Director.

RECD APP CO AUDIT
JUL 11 2022 AM 3:35



25100 - 520th Street
Centerville, IA 52544
(641)856-8528

Appanoose County Conservation Board

Appanoose County Board of Supervisors:

The Appanoose County Conservation Board has hired to the position of Seasonal Part Time Technician, Elizabeth Wiskus starting July 11th, 2022. This is a part time/seasonal position. Mrs. Wiskus will be working 30 hours a week and will be paid at \$11.00/ hour.

Thank You,

Joe Burg
Director ACCB

Our mission statement: "To create a balance between man and his environment by educating, providing and protecting the natural resources of Appanoose County"

Appanoose County Conservation Board
Conservation Board Head-quarters
Sharon Bluffs State Park, 25100 – 520th St
Centerville, IA 52544
(641)856-8528

ACCB July 12, 2022 Meeting Minutes

Meeting of Appanoose County Conservation Board, held on July 12, 2022 at 5:30 PM at the Nature Center at Sharon Bluffs. Those in attendance were board members Pam Messersmith, Bruce Ellison, Chairman Randy McPherren, and Mark McGill. Also in attendance was Director Joe Burg, Naturalist Hannah Wiltamuth, Technician Austin Hoffman, and guest Mark Hoffman.

Chairman McPherren called the meeting to order at 5:30 p.m.

Mark McGill made a motion to approve the agenda. Pam Messersmith seconded.

Mark McGill made a motion to approve the minutes from the June 14th meeting. Pam Messersmith seconded.

Public Comment

None.

Treasurer's Report

Director Burg presented the treasurer's report. Bruce Ellison made a motion to accept the treasurer's report. Mark McGill seconded.

Approval of Bills to be Paid

Business	Item	Amount	Column1
Alliant Energy	LB Electric	\$796.88	6269
Chariton Valley Electric	Sharon Bluffs electricity	\$286.87	6270
Centerville Municipal Water	Lelah Bradley water	\$68.24	6271
Windstream	Landline telephone	\$39.18	6272
Natel Broadband	Internet	\$55.00	6273
RRWA	SB water	\$137.80	6274
US Cellular	Cell phones	\$239.81	6275
Fogle True Value	*Paint, bolts, conduit hangers *grabbers & fuses *padlocks & slip nut wrench *screwdriver, element wrench, water heater element *dowel rods, rope, polyurethane, glue, blades, adhesive	\$246.34	6276
Lockridge Lumber	*Scrub brush, tsp, nozzle, breakers *Tire inflator	\$230.42	6277
Carquest	*Antifreeze, fuses, grease, trailer plug, tarp straps, gear oil, bearings & seals, wire connectors	\$151.26	6278
Napa	Transmission fluid, engine oil, hydraulic oil, atv battery	\$275.72	6279

Centerville Produce	Elk feed and bird seed	\$199.07	6280
Bratz Oil Corp	Chainsaw fuel	\$13.77	6281
CocoBeen Reptiles	Rats for Raptors	\$150.00	6282
Sinclair tractor	dump trailer hose, 6400 coupler, bolts	\$208.96	6283
Baker's Repair	Trimmer line	\$22.99	6284
Raw Metal Works	Sickle mower repair	\$129.60	6285
Machinery Barn	Bearing seals for mowers, oil & air filter for atv	\$41.85	6286
Visa	*Worms, hooks, bobbers, weights for field trip *Salamander program supplies *urinal parts, art paper *Camp & office supplies	\$298.60	6287
Iowa's County Conservation System	Annual membership renewal	\$1,500.00	6288
Central Iowa distributing	Trash bags, paper towels, toilet paper	\$720.00	6289
Dennis Inman	Sand for playground	\$1,438.42	6290
Appanoose County Secondary Roads	Fuel for trucks and equipment	\$1,568.80	6291
Hills Sanitation	Trash Removal at Lelah Bradley & Sharon Bluffs	\$200.00	6292
	Total	\$9,019.58	

Pam Messersmith made a motion to accept the bills. Mark McGill seconded.

Naturalist Report

Hannah Wiltamuth gave the naturalist report.

Director's Report

Director Burg gave the director's report.

New Business

- a. Lelah Bradley Campground upgrades
 - i. Mark McGill made a motion to accept Clark's bid for sewer and water at Lelah Bradley campgrounds for \$44,425. Pam Messersmith seconded.
- b. Discussion of in progress and unfinished projects.
 - i. Director Burg gave a list of projects that are in the in progress.
- c. Director Resignation
 - i. Director Burg gave his resignation. Bruce Ellison made a motion to accept. Pam Messersmith seconded.
- d. Interim Director
 - i. Pam Messersmith made a motion to appoint Austin Hoffman and Hannah Wiltamuth as co-interim directors with a \$5,000 per year increase for each during the interim to be effective starting 7/16/22 until a new director starts. Mark McGill seconded.

Old Business



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

Agreement Between Nyhart, and:

Client Name:	Appanoose County
Primary Contact Name:	Kelly Howard
Primary Contact Address:	201 N 12 th 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, 2022, Nyhart will provide the following actuarial services:

- Data collection, review, and analysis. Feedback and commentary for inaccurate or unexpected data will be provided as necessary
- Preparation of a comprehensive annual report / actuarial valuation
- Disclosures as required by GASB 75

For the fiscal year ending June 30, 2023, Nyhart will provide the following actuarial services:

- Interim GASB 75 report

Fees for services provided by Nyhart

<u>Service</u>	<u>Fee</u>
FYE 6/30/2022 – Full GASB 75 actuarial update	\$3,850
FYE 6/30/2023 - Interim GASB 75 actuarial update	\$2,200

If a GASB results breakdown by employee groups is required additional fees will apply. The additional cost will be a 10% of project fee increase for a two group breakdowns plus an additional 1% for each extra group breakdown requested. The additional fee will be limited to 1/3 of the current year's fees.

The fee for the interim GASB 75 report will be revised if there have been any significant events subsequent to our last full update. Examples of significant events include, but are not limited to, large premium rate and enrollment changes, material benefit design amendments, and participant contribution policy modification.



Client will be invoiced prior to the beginning of the project for 50% of the estimated fees for services outlined above. Once the labor accrued towards completion of the services exceeds 50% of the estimated fees, billing will occur monthly until the completion of the project. Each invoice is due upon receipt. If any invoice remains unpaid for longer than 90 days from the date of the invoice, Nyhart may either suspend the provision of the Services until payment is received, or terminate this Agreement with immediate effect. Failure of Nyhart to exercise any remedy set forth above shall not prevent Nyhart from doing so with respect to any future unpaid invoice or taking any other actions available to Nyhart under law.

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: Linda Demry

Date: 7/18/2022

Nyhart

By: _____

Printed Name: _____

Date: _____

**Traffic Safety Improvement Program
Grant Application for J46 CURVE IMPROVEMENTS
East City Limits of Numa to 185th Avenue**

**APPANOOSE COUNTY
RESOLUTION No. _____**

WHEREAS: The Board of Supervisors is empowered under authority of Iowa Code Section 306.4
2021 Code of Iowa to operate and manage the Secondary Road System; and

WHEREAS: The State of Iowa has available Grant funds associated with the Traffic Safety
Improvement Program up to a maximum of \$500,000 per location; and

WHEREAS: The County Engineer recommends application for funding of a shoulder widening
project on Appanoose County Highway J46 from the East City Limits of Numa to 185th Avenue.

NOW THEREFORE, BE IT RESOLVED: That we, the Board of Supervisors of Appanoose County do
hereby declare support for and endorsement of the Grant Application for said widening project,
currently programmed for construction in FY 2026. The Board further endorses the submittal of
such application for grant funding and assures that the County will adequately maintain such
improvements within the Appanoose County Secondary Roads system; and directs the County
Engineer to pursue available funding for said project.

Passed and Adopted this 18th day of July 2022.

Chairman Board of Supervisors
Appanoose County, Iowa

ATTEST:

Kelly Howard
Appanoose County Auditor