

OFFICE OF THE

Appanoose County Auditor

KELLY HOWARD

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

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Meeting Agenda
January 15, 2024

The Appanoose County Board of Supervisors will meet Monday, January 15, 2024 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 January 2 & 8, 2024 meetings
4. Approve bills
5. Approve reports (1/5 payroll, Auditor, Recorder & Sheriff Quarterly Reports, and 12/23 Prisoner Room & Board)
6. Committee reports
7. Forever Friends: Discuss FY25 Contract
8. Approve GIS Agreement: Farm & Home Publishers
9. Approve Public Adjuster Contract
10. Approve Bond to Insure Against Double Payment: ISAC Warrant 54818 \$400.00
11. Approve Tax Suspension List
12. Update EMS Committee Appointment: Justin Hudson
13. County Engineer report
14. Public Comments
15. Adjourn

Posted 1/11/24

January 2, 2024

Appanoose County Board of Supervisors met in regular session January 2, 2024 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Linda Demry, Chairperson, Mark McGill, and Jeff Kulmatycki Boardmembers. Absent: none.

The meeting started with the pledge.

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

McGill motioned to approve the minutes from the December 18 & 29, 2023 meetings. Seconded by Kulmatycki. All voted aye.

McGill motioned for Linda Demry to be Chairperson and Mark McGill Vice-Chairperson. Seconded by Kulmatycki. All voted aye.

McGill motioned to hold the regular board meetings on the first and third Monday's of each month at 9 A.M. unless there is a holiday then it moves to Tuesday. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to appoint the Moravia Union and Appanoose Weekly as official publications of Appanoose County. Seconded by McGill. All voted aye.

Kulmatycki motioned to approve February 19, May 27, July 4, September 2, November 11, 28, 29, December 25, 26, 2023 and January 1, 2025 as holidays. Seconded by McGill. All voted aye.

McGill motioned to appoint David Gee and Randy Walker to the Zoning Board and Teresa Bieghler to the Zoning Board of Adjustment. Seconded by Kulmatycki. All vote aye. There was discussion to add committee updates to the weekly agenda. Kulmatycki motioned to keep all Board of Supervisor committee appointments the same. Seconded by McGill. All voted aye.

McGill motioned to approve 12/23/23 payroll. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve bills. Seconded by Kulmatycki. All voted aye.

Alliant	Electric Light & Power	1234.58
Amazon	Building Repair & Maintce	94.90
Bailey Off	Off. Supplies & Forms	274.95
Bob Barker	Jail Equip. & Furniture	26.70
BP Business Solns	Transportation	37.00
Bratz Oil	Mileage & Transp. Expense	99.07
Cantera Aggregates	Engineering Services	38713.60
Capital One	Jail Equip. & Furniture	37.60
Capital Sanitary Supply	Jail Equip. & Furniture	823.46
CarQuest	Vehicle Repair & Maintce	174.99
Chariton Valley Elec	Engineering Services	51.91
Cville Wtrwks	Water & Sewer	7006.08
Brian Cowan Trucking	Engineering Services	5643.30
Davison Fuels & Oil	Fuels	23.01
Eastern IA Tire	Engineering Services	71.40
EveryStep	Homemaker-Home Health Aid	963.21
First National Bank	Educational & Train.Serv.	50.80
Fogle TV	Plumbing Rpr & Maint	8.08
GreatAmerica	Off. Equip Repair & Maint	205.40
Holiday Inn	Educational & Train.Serv.	772.80
Hopkins & Huebner	Off. Supplies & Forms	111.00
Hotsy Cleaning Systems	Building Repair & Maintce	558.00
IA Dept of Transp	Engineering Services	3846.12
IMWCA	Workmens' Comp. Ins.	12168.00
Independent Salt	Engineering Services	3258.75
IA Emerg Mgmt	Educational & Train.Serv.	350.00

IALNS	Acct.-Audit.-Cler.Serv.	560.00
IA Media Network	Typing-Print.-Bind.Serv.	9.72
Iowa Ortho	Engineering Services	1650.00
IA Prison Industries	Uniforms	293.54
IA ME	Medical & Health Services	2224.00
Kimball	Engineering Services	1080.88
Lockridge	Building Repair & Maintce	40.02
Mainstay Systems	Off. Supplies & Forms	2325.00
Mast Overhead Doors	Engineering Services	3116.61
Metal Culverts	Bridge & Culvert Maint.	9304.50
MHC Kenworth	Engineering Services	111.90
Midwest Wheel	Engineering Services	563.67
M McCoy	Educational & Train.Serv.	53.14
MMIT	Off. Supplies & Forms	113.78
Natel	Telephone & Telegr.Serv.	774.41
PCHELP LTD	Engineering Services	284.00
Petty C-Sheriff	Educational & Train.Serv.	13.94
Phelps Uniform	Engineering Services	157.46
Pitney Bowes	Computer Services	195.00
Prof Computer	Off. Supplies & Forms	670.96
Quick Shop	Transportation	159.67
Quill	Computer Services	437.33
Rainbo Oil	Engineering Services	940.87
RRWA	Engineering Services	28.50
River Hills	Medical & Health Services	318.00
Sapphire Repair Center	Engineering Services	383.00
Seymour Tire	Engineering Services	32.00
M Sias	Salary-Regular Employees	1129.17
Sirchie	Jail Equip. & Furniture	222.37
B Skinner	Educational & Train.Serv.	35.38
Solutions	Computer & Microfilm Supp	67.95
J Thomas	Engineering Services	422.02
Underwood Law	Legal & Ct-Related Serv.	702.80
UnityPoint	Engineering Services	168.00
US Bank	Off. Supplies & Forms	1451.54
US Cellular	Telephone & Telegr.Serv.	465.06
USPS	Postage & Mailing	330.00
Verizon	Contrib. & Purchase Serv	200.04
Walker Welding	Engineering Services	1360.21
Wapello Co Aud	Legal & Ct-Related Serv.	593.64
White Hart Enterprises	Rent Payments	650.00
Windstream	Telephone & Telegr.Serv.	972.99
World Data Corp	Computer Services	360.00
Xerox	Off. Supplies & Forms	292.61
Yutzy Repair	Engineering Services	31.70
Grand Total		111902.09

Kulmatycki motioned to approve Resolution #2024-01. Seconded by McGill. All voted aye.

RESOLUTION #2024-01

CONSTRUCTION EVALUATION RESOLUTION

WHEREAS, Iowa Code section 459.304(3) sets out the procedure if a board of supervisors wishes to adopt a "construction evaluation resolution" relating to the construction of a confinement feeding operation structure; and

WHEREAS, only counties that have adopted a construction evaluation resolution can submit to the Department of Natural Resources (DNR) an adopted recommendation to approve or disapprove a construction permit application regarding a proposed confinement feeding operation structure; and
WHEREAS, only counties that have adopted a construction evaluation resolution and submitted an adopted recommendation may contest the DNR's decision regarding a specific application; and
WHEREAS, by adopting a construction evaluation resolution the board of supervisors agrees to evaluate every construction permit application for a proposed confinement feeding operation structure received by the board of supervisors between February 1, 2024 and January 31, 2025 and submit an adopted recommendation regarding that application to the DNR; and
WHEREAS, the board of supervisors must conduct an evaluation of every construction permit application using the master matrix created in Iowa Code section 459.305, but the board's recommendation to the DNR may be based on the final score on the master matrix or may be based on reasons other than the final score on the master matrix;
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF APPANOOSE COUNTY that the Board of Supervisors hereby adopts this construction evaluation resolution pursuant to Iowa Code section 459.304(3).

/s/Linda Demry, Chair, Board of Supervisors Date: 1/2/2024

ATTEST: /s/ Kelly Howard, County Auditor Date: 1/4/2024

McGill motioned to approve Resolution #2024-02. Seconded by Kulmatycki. All voted aye
Resolution 2024-02

Compensation of Members of Election Boards

WHEREAS, Iowa Code § 49.20 authorizes the county board of supervisors to establish the compensation of members of election boards, and
WHEREAS, it is vital to the Appanoose County elections process to build and maintain a strong pool of election board members;
WHEREAS, it is recommended by the State Auditor's Office the compensation rate be established on a yearly basis, and

NOW, THEREFORE BE IT RESOLVED that the Appanoose County Board of Supervisors hereby authorizes that, effective January 2, 2024 and until the end of the calendar year the following:

Regular Election Officials

7:00 A.M. Openings (all day): \$160

12:00 P.M. Openings (half day): \$90

Chairpersons

7:00 A.M. Openings (all day): \$180

12:00 P.M. Openings (half day): \$100

Absentee Board: \$13 per hour, maximum \$160

On-Call Workers: \$30, maximum five on-call workers

Election School Pay Rate: \$20

Post-Election Audit Pay Rate: \$20

Mileage Rate: \$0.45 per mile. Mileage is paid only when traveling more than five miles to the polls, election school, and picking up and returning election equipment.

PASSED and ADOPTED this 2nd day of January, 2024.

AYES:/s/Linda Demry, Mark McGill & Jeff Kulmatycki NAYS: none

ATTEST: /s/Kelly Howard, Auditor

Kulmatycki motioned to approve the 2024 ISAC Wellness Agreement. Seconded by McGill. All voted aye.

McGill motioned to approve the part-time hiring of Pam Wells in the Recorder's Office effective 1/2/2024 with a starting pay of \$15/hour. Seconded by Kulmatycki. All voted aye.

County Engineer, Brad Skinner, provided an update to the board. There have been no major weather events. They continue to work on driveway repairs, ditching and pothole repairs. There was discussion regarding the FY25 budget (charging for permits and delaying some local projects).

Public Comments: none

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

The Board adjourned to meet the call of the Auditor at 9:17 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

January 8, 2024

Appanoose County Board of Supervisors met in special session January 8, 2024 at 8:30 A.M. in the Boardroom of the Courthouse. Present: Linda Demry, Chairperson, Mark McGill, and Jeff Kulmatycki Boardmembers. Absent: none.

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

Jeremey Bates from Precision Construction updated the board on the Courthouse roof claim. Kulmatycki motioned to approve designating Caeden Tinklenberg, Public Adjuster, as representing Appanoose County with Continental Western. Seconded by McGill. All voted aye.

Demry read the Compensation Board recommendations. 8% increase Board of Supervisors, \$1,000 Chair stipend, 10% increase Sheriff, County Attorney, Treasurer, Auditor and Recorder. Kulmatycki motioned to cut the Compensation Board recommendations by 80% and cut General Fund expenditures 10%. Seconded by McGill. All voted aye.

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

The Board adjourned to meet the call of the Auditor at 9:17 A.M.

Appanoose County Board of Supervisors

Attest:

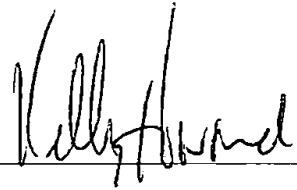
Kelly Howard, Appanoose County Auditor

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 December 29th, 2023, and the same has been paid to the proper authorities as per duplicate voucher as attached:

Plat Books	\$100.00
Copy Work	\$1.25
Misc.	<u>\$0.00</u>
Total	<u><u>\$101.25</u></u>

RESPECTFULLY SUBMITTED, _____



County Auditor

1/09/24 4:57:51

Miscellaneous Receipt
Appanoose County Treasurer

01/09/2024

Receipt# 22508

Received from Customer#

200

Appanoose County Auditor

<u>Payment Method</u>	<u>Amount</u>	<u>Check#</u>	<u>Paid by</u>
Check	101.25	1051	Appanoose County Auditor

#	Fund	Function	Rev	Dept	Prj	Sub	Post	Earned	Amount
1	01000	3	09000	5500	02		1	12/31/2023	101.25
			Photocopy/FAX Fees						
			k 101.25 mc						

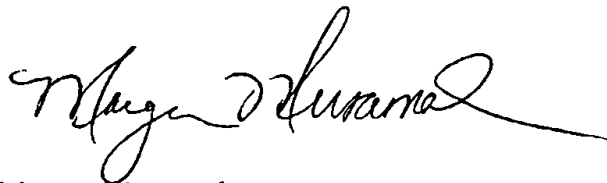
Total Amount 101.25

County Recorder's Report of Fees Collected

I Maegan Messamaker, Recorder of the County of Appanoose State of Iowa, 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, December 31, 2023 and the same has been paid to the County Treasurer, as per duplicate vouchers which are provided upon request.

Recording Deeds	\$3,075.00
Real Estate Mortgages	\$6,060.00
Releases & Assignments	\$610.00
Hunting & Fishing Licenses	\$401.00
Copies	\$548.00
Boat Registration Writing Fees	\$66.00
Miscellaneous	\$3,140.00
Snow & ATV Writing Fees	\$390.00
R.E. Transfer Tax - 17.24%	\$6,017.77
Vital Records - 40%	\$1,164.00
County Conservation	\$55.00
Total	\$21,526.77

All of which is respectfully submitted.



Maegan Messamaker
Appanoose County Recorder

APPANOOSE COUNTY SHERIFF

Treasurer Report

10/01/2023 thru 12/31/2023

DEC	Beginning Running Balance	20,724.98
	Credits (Deposits)	54,968.88
	Debits (Withdraws)	17,226.10
	Ending Running Balance	\$58,467.76

Receipt Details - Collected during date range

CANCEL FEE	100.00
CL-CINCINNATI	300.00
CL-MOULTON	600.00
CL-MYSTIC	300.00
CL-PLANO	300.00
COPIES_CV	141.00
DL-COUNTY	4.00
DL-DOT	11.00
EXECUTION	30.00
INMATEBOND	4,300.00
INTEREST	2.98
JAIL PHONES	3,210.20
JAIL REIMBURSE	500.00
MAIL	26.28
MILEAGE	807.46
MISC	21,327.50
PROCESS NOTICE	490.00
PUBLICATION	371.58
SALE	75.00
SERVICE FEES	3,792.00
SEX OFFEND REG	175.00
SHERIFF'S DEED	50.00
TRUST FUND	16,129.88
WP-ACQUIRE	50.00
WP-COUNTY	1,500.00
WP-DPS	375.00

Receipts Posted by Date Paid: 54,968.88

Receipts with Date Paid Before Minimum Date, deposited this Date Range: 0.00

Advance Fees Deposited this Date Range: 0.00

(This should equal credits for the date range) Deposited Total: **54,968.88**

Payout Information:

Monthly Starting Balance: 20,724.98

Receipts deposited this date range: 54,968.88

Total to Account For: 75,693.86

Disbursements Made This Date Range: -17,226.10

Funds to be paid to County Treasurer: Should Match Checkbook

CANCEL FEE	100.00
CL-CINCINNATI	300.00
CL-MOULTON	600.00
CL-MYSTIC	300.00
CL-PLANO	300.00
COPIES_CV	141.00
DL-COUNTY	4.00
EXECUTION	30.00
INTEREST	4.48
JAIL PHONES	3,210.20
JAIL REIMBURSE	500.00
MAIL	26.28
MILEAGE	807.46
MISC	21,327.50
PROCESS NOTICE	490.00
SALE	75.00
SERVICE FEES	3,792.00
SEX OFFEND REG	175.00
SHERIFF'S DEED	50.00
WP-ACQUIRE	50.00
WP-COUNTY	1,500.00

Total fees Due to County Treasurer:	33,782.92
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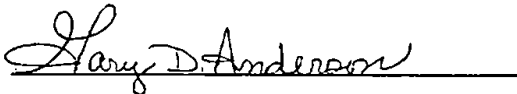
Other Funds in Checkbook:

DL-DOT	11.00
REFUND	0.00
TRUST FUND	24,548.84
WP-DPS	125.00

Total Other Funds in Checkbook:	24,684.84
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Zero Balance Check**0.00**

I, the Sheriff of APPANOOSE COUNTY SHERIFF do hereby certify that the report given above is a correct report of payments collected by me as said Sheriff during the month ending 12/31/2023



Prepared by:

DISTRICT COURT OF APPANOOSE COUNTY IOWA

REPORT OF FEES COLLECTED
PRISONER ROOM AND BOARD

To the Board of Supervisors of Appanoose County:

I, Sara Oden, 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 December, 2023, 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	\$435.35
29000-01000-4440-05-301	60% Transfer to Sheriff	\$261.21

Transfer authorized by Appanoose County Board of Supervisors
This _____ day of _____, 20_____.

Signed: _____
Chairperson

FECR005897 - JOHN WENDLAND - \$170.00
FECR005965 - JAY HORN - \$42.50
FECR006269 - BOBBY MADSEN - \$85.00
FECR006405 - TIMOTHY BUTLER - \$78.35
SRIN009473 - LOREN SHILTZ - \$59.50

AGREEMENT CONCERNING ANIMAL SERVICES - COUNTY

This AGREEMENT CONCERNING ANIMAL SERVICES (this "Agreement") is made and executed this ____ day of _____, 2023, (the "Effective Date") by and among FUREVER FRIENDS RESCUE OF APPANOOSE, INC. an Iowa non-profit corporation ("Provider") and APPANOOSE COUNTY, an Iowa municipal corporation, (the "County").

Services. Provider agrees to provide the following animal control and veterinarian services (together, referred to herein as the "Services") during the Term (defined below):

- a. Animal Control Services. (Together, Sections 1(a) (i-ii) listed immediately below referred to herein collectively as the "Animal Control Services").
 - i. To shelter, water, feed and otherwise care for the Impounded Animals in a safe, professional, and competent manner in accordance with the generally accepted standards of the Iowa Animal Industry Bureau (Chapter 162 of the Code of Iowa, Chapter 67 of the Iowa Administrative Code), effective at the time of performance.
 - ii. To keep at any one time no more than six Impounded Animals of less than 200 pounds each.
- b. Veterinarian Services. To provide veterinarian services (including costs of medical procedures, medicines, or related care to be reimbursed by the County pursuant to the terms of this Agreement) for the Impounded Animals (the "Veterinarian Services").

Term. The term of this Agreement shall commence on or before July 1, 2024, and continue until terminated as hereinafter provided (the "Term").

Default, Remedies. In the event of a default by a party in the performance of their obligations under this Agreement, if the defaulting party has failed to cure the default within ten (10) days after receiving written notice thereof from the non-defaulting party, the non-defaulting party may exercise any remedies at law or in equity, including specific performance, injunctive relief, or termination of this Agreement for cause. Each party waives consequential, speculative, and punitive damages against the other party.

Termination of Agreement. Provided no default of this Agreement exists, this Agreement shall automatically renew on an annual basis for one year at a time each on the same terms provided in this Agreement unless Provider or the County delivers 90 days' notice of termination to the other party.

Compensation for the Services. The County agrees to pay to Provider the following at the address of Provider as set forth below the signature of such party, or at such other place as Provider may, from time to time, designate:

- a. Definition of a dog impounded from the County will be any dog that was found and obtained and brought to the Provider for shelter from outside of the City Limits of the

City of Centerville but WILL include all the incorporated municipalities and rural unincorporated areas of the County.

- b. The sum of \$ 2,500 per month, or a one-time annual amount of \$30,000 in advance, for the Animal Control Services (the "Animal Control Fee"). The first payment of the Animal Control Fee is due on the first day of the Term, and the remaining payments shall be due on the 1st day of each consecutive month until the end of the Term; this shall include up to no more than 25 dogs impounded over the month-long period and based on kennel availability.
- c. Any additional dogs that need kenneling over the 25 dogs per month, based on availability of kennels, shall be charged to the County at a rate of \$100 per dog.
- d. An amount equal to Provider's then-current rates for the Veterinarian Services (the "Veterinarian Fees"). The Veterinarian Fees shall be paid on or before the date that is 30 days after the County receives a bill from Provider for the Veterinarian Services; and
- e. An amount equal to the Provider's cost for Worker's Compensation and Employer's Liability Insurance related to the Animal Control Services.

Independent Contractor. The Provider is an independent contractor and not an employee or agent of the County. Accordingly, the Provider shall not hold itself out as, or claim to be acting in the capacity of, an employee, agent, partner, or joint ventures of the City.

Insurance. Throughout the Term, the Provider shall satisfy the insurance obligations as set forth on Exhibit A.

Compliance with Law. Provider, at its sole cost and expense, shall be responsible for and shall obtain, or cause to be obtained, all licenses, permits or other approvals from any and all governmental agencies, federal, state or local, in connection with the provision of the Services. Provider warrants for itself and its officers, directors, employees, agents, suppliers, and subcontractors, at any tier, and their respective agents and employees, compliance with all applicable Federal, State, and local laws and regulations.

Assignment. Provider shall not assign any of its rights, duties, or remedies under this Agreement without the prior written consent of the County.

Miscellaneous Provisions.

- a. Notices. Any and all notices or other communications or deliveries required or permitted to be given or made pursuant to any of the provisions of this Agreement (except any notice required by law) shall be void and of no effect unless given in accordance with the provisions of this Section. All notices (except as may otherwise be provided by law) must be in writing and delivered to the person to whom it is directed either (i) in person, (ii) by an overnight delivery service (such as FedEx or UPS), or (iii) by certified mail, return receipt requested. All notices so given shall be deemed delivered and received (i) if delivered in person, the date delivered, (ii) if sent

via overnight delivery service, the next day after delivered to such overnight delivery service, and (iii) if sent via certified mail, three days after being deposited in the mail. All notices shall be given to the parties hereto at the addresses set forth below the signature of such party. Either party may change its address for notice from time to time by delivery of at least ten days prior notice of such change to the other party hereto in the manner prescribed herein.

- b. Waiver of Jury Trial, Consent to Jurisdiction. Both parties hereby waive, where permitted by law, trial by jury on any matter brought by either of them against the other arising out of or in any way connected with this Agreement and/or any claim for injury or damage arising hereunder. Exclusive venue for any and all legal actions regarding this Agreement shall be Appanoose County, Iowa. The parties hereby submit themselves to the jurisdiction of Iowa courts.

Rights Cumulative. The various rights, powers, options, elections and remedies of either party, provided in this Agreement, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

Provisions Binding. Each and every covenant and agreement herein contained shall extend to and be binding upon respective successors, heirs, administrators, executors and assigns of the parties hereto.

Construction. Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine, or neuter gender, according to the context. All exhibits referenced in this Agreement are attached hereto and incorporated herein by reference. The word "including", or derivatives thereof shall be deemed to mean "including, but not limited thereto."

Entire Agreement. This writing, including any exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matters hereof; and no statement, representation or promise with reference of this Agreement, or the Premises, or any repairs, alterations or improvements, or any change in the terms of this Agreement, shall be binding upon either of the parties unless in writing and signed by both Provider and the County.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Signatures hereon that are transmitted by electronic means such as telecopy and e-mail shall be binding as if they were original and counterparts hereof with electronic signatures shall be deemed originals for all purposes.

EXECUTED by the undersigned be effective as of the Effective Date.

COUNTY:

APPANOOSE COUNTY,
an Iowa Municipal Corporation

By: _____
Linda Demry, Chairwoman

Phone: 641.856-5512

Address:

201 N. 12th Street
Centerville, IA 52544

e-mail: ldemry@appanoosecounty.net

PROVIDER:

**FUREVER FRIENDS RESCUE OF
APPANOOSE, INC.,**
an Iowa non-profit corporation

By: _____
Furever Friends Rescue of Appanoose, Inc.

Phone: 641.856.9455

Address:

19507 Highway 2
Centerville, IA 52544

e-mail: fureverfriends4pets@gmail.com

Exhibit A

Insurance Requirements

COVERAGE AND LIMITS

Provider at its expense, will purchase and maintain (with companies licensed to do business in the State of Iowa) insurance coverages and amounts as set forth below:

TYPE	AMOUNT	OTHER REQUIREMENTS
1. Workers' Compensation and Employer's Liability	Statutory Limits, if state has no statutory limits, then: \$500,000 each accident \$500,000 policy limit bodily injury by disease \$500,000 each employee, bodily injury by disease	1. Waiver of subrogation in favor of County Parties (hereafter defined). 2. No "alternative" forms of coverage will be permitted.
2. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence \$1,000,000 general aggregate \$1,000,000 product-completed operations aggregate limit. \$1,000,000 personal and advertising injury limit \$50,000 fire legal liability	1. Current edition of ISO form CG 00 01, or equivalent 2. County Parties will be named as "additional insureds" on current edition of ISO Form CG 20 26 07 04, or equivalent 3. Waiver of subrogation in favor of County Parties 4. Defense will be provided as an additional benefit and not included within the limit of liability 5. Non-waiver of governmental immunity endorsement
4. Professional Liability	\$500,000	

◆ OTHER REQUIREMENTS

Each insurance policy required to be obtained by the Provider shall be primary and non-contributory. Any aggregate limit that is reduced below 75% of the limit required by this Agreement because of losses incurred must be reinstated by Provider.

◆ EVIDENCE OF INSURANCE REQUIRED BEFORE SERVICES BEGIN

Evidence of insurance shall be delivered to the County prior to commencing operations at the site and at least five (5) days prior to the expiration of current policies. The "ACORD Form 25-S Certificates of Liability Insurance" is the required form in all cases where reference is made herein to a "Certificate of Insurance". The Certificate of Insurance must specify the additional insured status and waivers of subrogation, state the amounts of all deductibles and self-insured retentions, set forth notice requirements for cancellation, or non-renewal of insurance and be accompanied by copies of all required endorsements. If requested in writing by a party to this Agreement, the

other party shall provide the requesting party a certified copy of the insurance policies or endorsements required under this Exhibit A.

◆ **INSURANCE REQUIRED FOR TERM**

All insurance required by Exhibit A shall be maintained during the entire Term, including any extensions thereto.

◆ **MANDATORY 30-DAY NOTICE OF CANCELLATION**

Each party shall, without exception, be given not less than 30 days' notice prior to cancellation for other than non-payment of premium. Non-payment of premium shall require ten days' notice of cancellation. Confirmation of this mandatory notice of cancellation shall appear on the Certificate of Insurance and on all insurance, policies required by this Exhibit A.

◆ **ADDITIONAL INSURED STATUS**

Each insurance policy described in this Exhibit A to be maintained by the Provider that requires an additional insured endorsement shall be endorsed, using an additional insured endorsement (as specified above), to name as additional insureds the County Parties.

◆ **MANDATORY 30-DAY NOTICE OF CANCELLATION**

Each party shall, without exception, be given not less than 30 days' notice prior to cancellation for other than non-payment of premium. Non-payment of premium shall require ten days' notice of cancellation. Confirmation of this mandatory notice of cancellation shall appear on the Certificate of Insurance and on all insurance, policies required by this Exhibit A.

◆ **ADDITIONAL INSURED STATUS**

Each insurance policy described in this Exhibit A to be maintained by the Provider that requires an additional insured endorsement shall be endorsed, using an additional insured endorsement (as specified above), to name as additional insureds the County Parties.

PUBLIC ADJUSTER CONTRACT

This Public Adjuster Contract (hereafter referred to as "Contract") is entered into between Parties:

Insured(s)

Appanoose County and all additional insureds,
policyholders, successors, assignees, heirs, etc., as their interest may appear,
insured by Continental Western Group (hereafter "Insurance
Company") under policy number PEP285147734 (hereafter "Policy"),

and

Public Adjuster

Swift Public Adjusters (hereafter "Public Adjuster"), with Iowa license number
1002352066, doing business at 130 W Broad St Suite B Story City, IA 50248, with
phone number: (866) 794-3872, and email: info@swiftpublicadjusters.com,

for the following described services relating to:

Claim

Claim number 40PC277240 for all losses caused by
hail and/or wind, and that occurred on or about the date of
03/31/2023 and/or 07/07/2023, of or to the Insured's property located at
201 N. 12th St Centerville, IA 52544.

TERMS AND CONDITIONS

Pursuant to the following terms and conditions, the Parties agree:

1. **NATURE OF CONTRACT:** This Contract is a legally binding contract between the Parties for Public Adjuster's assistance in the adjustment of this Claim brought against this Insurance Company under this Policy in exchange for assignment of a percentage of the Claim proceeds to Public Adjuster. This Contract supersedes all prior written and oral offers, proposals, and agreements. This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument. A photocopy or digital copy of this Contract transmitted by facsimile, email and/or other electronic form shall be deemed an original.
2. **TERMS:** Public Adjuster and Insured shall execute this Contract in duplicate and each retain a copy. All amendments, modifications, and revisions of this Contract shall be in writing and agreed to by both Parties. This Contract shall become effective upon the full execution of all Parties. No performance under this contract shall commence until all Parties have signed.
3. **SERVICES:** Public Adjuster shall act on behalf of Insured to assist in the investigation, estimation, preparation, presentation, and adjustment of this Claim against the Insurance Company for the aforementioned loss.
4. **FEES FOR SERVICES:** Public Adjuster's fee shall be based on a percentage of amounts paid by the Insurance Company toward settlement of this Claim including, but not limited to, compromise, confession of liability, appraisal awards, judgments, awards and/or settlements of damages, costs, interest, fees, and/or payments of Insured's liens, bills, or other claims. **Public Adjuster's fee shall be ten percent (10 %) of the total amount paid in settlement of this Claim—including amounts previously paid or agreed to be paid prior to the date of this Contract.** If the Insurance Company has already agreed to pay a certain amount in settlement of this claim, Public Adjuster will collect for their fee no more than the amount paid by the Insurance Company after the date of this Contract. This restriction does not apply to billable expenses. Insured agrees that this fee is the product of negotiation between Insured and Public Adjuster and is reasonable compensation for services to be rendered. The same fee amount shall also be considered a partial assignment of claim. If the fee, so calculated in this manner, exceeds the amount allowable by federal or state law or by Insurance Commissioner rule or decree in force at the time of the execution of this Contract, the fee shall be reduced to the maximum allowed by law or decree.
5. **PAYMENT OF FEES:** Insured understands that Public Adjuster's fee shall be Insured's obligation and is not provided for or covered as a part of the insurance Policy. Public Adjuster fees shall be due when funds are issued by the Insurance Company. The fee shall be due from each claim draft collected and shall be equal to the total fee due at that time as calculated per the "FEES FOR SERVICES" section of this Contract, less any prior fee payments. Insured further agrees and expressly authorizes Public Adjuster to deposit any and all checks and drafts made in settlement of this claim into a non-interest-bearing escrow account and to disburse funds upon their clearance—less any fee due Public Adjusters—to Insured. If, for any reason, Insured receives a check from the Insurance Company, Insured agrees to forward same check to Public Adjusters within 3 days. If, for any reason, the name of Swift Public Adjusters is not included as a payee on any instrument of payment, Insured agrees to endorse said check over to Swift Public Adjusters or make payment to Swift Public Adjusters of entire fee within 3 days.
6. **EXPENSES:** Insured understands that the adjustment of losses for this Claim may require the engagement of experts and/or vendors. Fees for expert services and/or vendors shall be the sole responsibility of Insured. Experts required for the adjustment of this Claim may include—but are not limited to—engineers, forensic weather consultants, appraisers, umpires, building consultants, attorneys, and safety consultants. Common measurement and testing charges (e.g., Matterport scan and hosting, Hover and Eagleview reports, Itel and NTS reports, lead/asbestos/silica tests, etc.) are hereby pre-approved by Insured. All other experts and/or vendors shall be discussed with and authorized by Insured prior to expert engagement.
7. **PAYMENT OF EXPENSES:** Expenses shall be paid as incurred. Insured may authorize Public Adjuster to pay expert fees on Insured's behalf, understanding that Public Adjuster shall be immediately reimbursed for such fees at time of Claim settlement or Contract cancellation. Some adjustment expenses may be recoverable under the Policy if relied upon by the Insurance Company when determining the validity of a claim. If such expenses are included in a settlement or reimbursed in any other way by the Insurance Company, those funds shall go to cover the cost of expert and/or vendor. Expert and vendor fees shall not

be deducted from the settlement amount used to calculate Public Adjuster's fee; nor should the expert or vendor fees be taken out of Public Adjuster's fee.

8. CANCELLATION OF CONTRACT:

- a. Standard Cancellation: Insured may cancel this Contract without penalty at any time prior to midnight on the Third Business Day after the execution date of this contract. Cancellation must be by written notice mailed or delivered not later than the time allowed above. Upon receiving notice of cancellation, Public Adjuster shall cease all work being performed on behalf of Insured. If Insured exercise this right, Insured shall be liable to Public Adjuster for reasonable expenses and/or service (e.g., boarding up windows, tarping, hotel, or mileage) which were paid for or incurred by Public Adjuster to protect the interests of Insured prior to any cancellation. Likewise, if the Insurance Company pays or commits in writing to pay to Insured the policy limits of the Policy within 72 hours of the loss being reported to them, this contract shall be cancelled. In such a case, Insured shall remain liable to Public Adjuster for reasonable compensation for the time and expenses incurred on behalf of Insured before the claim was paid or written commitment to pay was received by Insured. If this Contract is cancelled, Public Adjuster shall return anything of value given to Public Adjuster by Insured, less any reasonable expenses or service incurred by Public Adjuster, within fifteen (15) days of the receipt of the Notice of Cancellation.
 - b. Late Cancellation: Insured or Public Adjuster may cancel this Contract at any time prior to the settlement of the claim. Upon receiving notice of cancellation, Public Adjuster shall cease all work being performed on behalf of Insured. Upon cancellation of this Contract any time after midnight of the Third Business Day, Public Adjuster's fee for handling the loss shall be calculated on a time-plus-expense basis and due immediately. If Public Adjuster cancels this Contract, any interest in claim proceeds assigned to Public Adjuster shall be remitted to Insured. If Insured cancels this Contract, Public Adjuster shall retain interest in all claim proceeds.
9. COMMITMENT TO SETTLE: Insured agrees to pursue all legal remedies available to recover under the policy, including, but not limited to, appraisal, litigation, mediation, arbitration, etc., Insured's refusal to pursue all such remedies when deemed necessary by Public Adjuster, shall constitute Insured's cancellation of contract under the "Late Cancellation" provision above. Furthermore, Insured agrees to accept any settlement offer from the Insurance Company that is equal to or more than the amount submitted by Public Adjuster. All loss settlements shall be acknowledged and consented to by both Parties prior to finalization.
10. REPAIRS: Insured agrees to refrain from making any non-emergency repairs that are not necessary for the preservation of property prior to the settlement of the claim. Insured may use the services of contractors, salvage and remediation experts or similar vendors. Unless disclosed otherwise, Public Adjuster does not have any ownership or other direct or indirect interest in any vendor hired by Insured to repair or replace damaged, destroyed, or lost property. Insured agrees to make an independent evaluation of any vendor that Insured uses. Insured agrees that the choice of vendors is made solely by Insured. Public Adjuster disclaims all responsibility for any loss, injury, claim, liability, or damage of any kind resulting from, arising out of or in any way related to the use of any vendor.
11. DISCLOSURE OF PRIOR LOSSES AND CLAIMS: Insured shall, prior to the execution of this contract or as soon as possible thereafter furnish to Public Adjuster a list of all known prior losses and or claims to the Insured's property that is subject to this Claim. This list shall include any losses that weren't claimed. This list shall also include any claims that were denied, did not exceed the deductible, or were rescinded. This list shall also include any known losses that occurred prior to Insured's ownership of (or possession of insurable interest in) the property.
12. INSURED'S COOPERATION: Insured shall cooperate with Public Adjuster. Insured shall allow Public Adjuster reasonable access to all property that may have been damaged, destroyed or lost Insured shall be available for preparation of the claim, conferences, appraisal and/or mediation. Insured shall authorize all reasonable expenses deemed necessary by Public Adjuster. Insured shall keep Public Adjuster fully informed of all matters relating to the loss and this Claim.
13. PROTECTION OF INTERESTS: In the event that this Claim proceeds to appraisal, mediation, litigation, or any combination thereof, Public Adjuster shall retain rights to the percentage of any and all recovered claims funds as detailed in this Contract. Any necessary real property Lien on the above property location is authorized. Any intent of Insured to declare bankruptcy shall be disclosed immediately to Public Adjuster.

14. **DISCLAIMER OF OUTCOME:** Nothing in this Contract, nor statements made by Public Adjuster to client, shall be construed as a promise or guarantee of the outcome of this Claim. Any comments from Public Adjuster about the outcome of this matter are expressions of opinion only.
15. **NO LEGAL SERVICES PROVIDED:** This Contract is not for legal services and Public Adjuster cannot provide legal services or advice. Any legal services must be provided by an attorney. Insured understands and agrees that Insured will need to enter into a separate written agreement with an attorney of his/her choosing and make separate payment for such services.
16. **HOLD HARMLESS AND INDEMNIFY:** Insured hereby releases Public Adjuster of all liability for missed deadlines, including but not limited to statute of limitations and deadline to file suit or take legal action against Insurance Company and deadline to make repairs and/or make claim for recoverable depreciation. Insured also agrees to release Public Adjuster of all liability for any criminal or civil actions brought against Insured as a result of or related to Public Adjuster's actions. Insured agrees to defend and indemnify Public Adjuster if Public Adjuster is named in any lawsuit related to performance under this contract.
17. **SEVERABILITY:** Unenforceability or invalidity of any clause in this Contract shall not have an effect on any other clause in this Contract. If it is possible, any unenforceable or invalid clause in this Contract shall be modified to show the original intention of the Parties. If modification is not possible or agreeable to both Parties of this contract, the clause shall be regarded as stricken while the remainder of this Contract shall continue in full effect.
18. **NON-WAIVER:** Any failure by either party to comply with any provisions of this Contract may be waived, but only if in writing and signed by the other party. Any failure to insist upon or enforce compliance with any provision of this Contract shall not operate as a waiver of, or estoppel with respect to any other or subsequent failure or non-compliance. Public Adjuster's failure to timely collect any portion of fees payable under this Contract shall not constitute waiver of the right to collect fees at any time after they are due or to exercise any other right.
19. **INTERPRETATION:** The terms and conditions of this Contract shall be interpreted and construed in equity as between the Parties. If the language of this Contract is deemed to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant terms and conditions, without regard to authorship of the language, without any presumptuous or arbitrary interpretation or construction in favor of either the Insured or the Public Adjuster and with reference to the reasonable expectations of either party.
20. **DISPUTE RESOLUTION:** If this Contract is defaulted on, agreed venue for dispute resolution or litigation shall be **Polk County, IA**. Any fee dispute exceeding small claims court limits may be settled by litigation or binding arbitration. Public Adjuster shall select the method of resolution and/or the arbitration company. All aspects of this agreement (including its construction, validity, and performance) are governed by the **Law of Iowa**.
21. **ATTORNEY FEES:** In the event that litigation results from or arises out of this Contract or the performance thereof, the Parties agree to reimburse the prevailing party's reasonable attorney fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.
22. **LAWFUL AND LICENSED ACTIONS ONLY:** All actions performed by Public Adjuster in service of Insured on the Claim shall comply with all Federal and State Statutes and Rules. Public Adjuster acknowledges that the licensee is fully bonded pursuant to Iowa Law.
23. **DISCLOSURE:** Public Adjuster and Insured agree and acknowledge that Public Adjuster provided Insured with written disclosure in accordance with state statutes/regulations.
24. **FRAUD:** Insured understands and acknowledges that pursuant to **Iowa Code § 507E.3** any person who, with the intent to injure, defraud, or deceive an insurer or insured, prepares, presents, or causes to be present a proof of loss or estimate of cost or repair of damaged property in support of a claim under and insurance policy knowing that the proof of loss or estimate of claim or repairs contains any false, incomplete, or mislead information concerning any fact or thing material to the claim commits a Class "D" Felony. Therefore, Insured agrees to confirm the accuracy and completeness of any and all information and documentation provided to Public Adjuster and any and all forms or other documents signed and/or provided to Insurance Company for purposes of adjusting through the preparation and submission of a claim for damage, destruction or loss and recovery under any insurance policy.

PUBLIC ADJUSTER FEE CALCULATION AND COLLECTION EXAMPLES

Example 1:

An insured with a Replacement Cost policy hires a public adjuster with a 30% fee rate prior to the insurance company agreeing to any liability or tendering any claim payments. To properly adjust the claim, the public adjuster incurred a \$100 measurement charge and a \$150 siding matching service charge.

Due to the public adjuster's efforts, the insurance company agrees to a loss valued at \$35,000 Replacement Cost.

After applying \$10,000 in depreciation and the policy's \$1000 deductible, the insurance company tenders an Actual Cash Value payment of \$24,000.

The public adjuster collects a fee of \$7,200. The public adjuster is also reimbursed \$250 by the insured for the billable expenses.

Sometime later, the insured completes the repairs and submits a claim for the recoverable depreciation on the claim.

The insurance company tenders a depreciation payment for \$10,000.

The public adjuster collects a fee of \$3,000.

Total amount paid in settlement of the claim: \$34,000.

Total public adjuster fee: \$10,200. Total expense reimbursement: \$250.

Example 2:

An insured with an Actual Cash Value policy hires a public adjuster with a 10% fee rate after the insurance company has agreed to partially cover the claim and tendered an Actual Cash Value payment of \$100,000.

Due to the public adjuster's efforts, the insurance company agrees to pay an additional \$5,000.

The public adjuster collects a fee of \$5,000 (the public adjuster can collect no more than the amount paid after the date of the contract, even though 10% of the total amount paid in settlement of the claim is more).

The insurance company refuses to pay any more on the claim despite being presented with overwhelming evidence from the public adjuster.

The insured chooses to retain an attorney and sue their insurance company.

The attorney litigates the case and is awarded an additional \$245,000 at trial.

The insurance company tenders a payment for \$245,000.

The public adjuster collects a fee of \$30,000 (10% of \$350,000, less \$5,000 previously collected).

Total amount paid in settlement of the claim: \$350,000.

Total public adjuster fee: \$35,000.

DISCLOSURERS REGARDING THE CLAIM PROCESS: IOWA

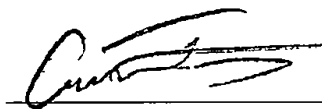
Insured Name(s): Appanoose County
Loss Address: 201 N. 12th St Centerville, IA 52544
Insurer: Continental Western Group
Policy #: PEP285147734
Claim #: 40PC277240
Date of Loss: 03/31/2023 and/or 07/07/2023
Cause of Loss: hail and/or wind

- 1) Property insurance policies obligate the insured to present a claim to the insured's insurance company for company for consideration following a loss of property. There are three types of adjusters that could be involved in the process. The definitions of the three types are as follows:
 - a) "Company adjusters" means the insurance adjusters who are employees of insurance companies. They represent the interests of the insurance companies and are paid by the insurance companies. They will not charge the insured any fees.
 - b) "Independent adjusters" means the insurance adjusters who are hired on a contract basis by insurance companies. They represent the interests of the insurance companies and are paid by the insurance companies. They will not charge the insured any fees.
 - c) "Public adjusters" means the insurance adjusters who do not work for any insurance company. Instead, they work for insureds to assist in the preparation, presentation, and settlement of claims. The insureds hire them by signing contracts agreeing to pay them fees or commissions based on a percentage of the settlements, or other method of compensation.
- 2) The insured is not required to hire a public adjuster to help the insured meet the insured's obligations under the policy but has the right to do so.
- 3) The insured has the right to initiate direct communications with the insured's attorney, the insurer, the insurer's adjuster, the insurer's attorney, or any other person regarding the settlement of the insured's claim.
- 4) The public adjuster is not a representative or employee of the insurer.
- 5) The public adjuster's salary, fee, commission, or other consideration is the obligation of the insured, not the insurer.
- 6) An insured may contact the Iowa Insurance Division with questions about insurance law toll-free from within Iowa at (877) 955-1212 or through the Division's Web site at www.iid.state.ia.us.

I have read, understand, and agree to the terms above and have received a copy of this document for my records.

First Insured's Signature

Date & Time


On behalf of SWIFTPA, LLC

2:50 PM
01/08/24

Date & Time

Second Insured's Signature

Date & Time

Caeden Tinklenberg

Public Adjuster Solicitor's Printed Name

ACCEPTANCE OF CONTRACT

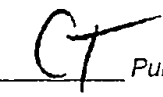
By initialing, Insured agrees to have read, understood, signed, and retained a copy of the following auxiliary documents:

	<i>First Insured's Initials</i>	<i>Second Insured's Initials</i>
Disclosures Regarding the Claim Process	_____	_____
Limitation of Services and Fees	_____	_____
Representation Authorization	_____	_____
Assignment of Claim Benefits	_____	_____
Letter of Protection	_____	_____
Limited Power of Attorney	_____	_____
Mortgage Authorization	_____	_____
Fee Disclosure: Contractor	_____	_____

By signing below, Insured and Public Adjuster specifically agree to be bound by all aspects of the Contract and auxiliary documents initialed above. Parties are signing on their own behalf or in any representative capacity appropriate.

_____	_____		2:50 PM
<i>First Insured's Signature</i>	<i>Date & Time</i>	<i>On behalf of SWIFTPA, LLC</i>	<i>Date & Time</i>
_____	_____	Caeden Tinklenberg	01/08/24
<i>Second Insured's Signature</i>	<i>Date & Time</i>	<i>Public Adjuster Solicitor's Printed Name</i>	

By initialing below, Public Adjuster and Insured certify that Insured has received one copy of this Contract and Public Adjuster has received one copy.

_____ <i>First Insured's Initials</i>	 <i>Public Adjuster Solicitor's Initials</i>
_____ <i>Second Insured's Initials</i>	

NOTICE OF CANCELLATION

Insured Name(s): Appanoose County
Loss Address: 201 N. 12th St Centerville, IA 52544
Insurer: Continental Western Group
Policy #: PEP285147734
Claim #: 40PC277240
Date of Loss: 03/31/2023 and/or 07/07/2023
Cause of Loss: hail and/or wind

Insured may cancel this transaction without penalty within **three (3) business days** from the above date. Upon cancellation, Public Adjuster shall return anything of value given to Public Adjuster by Insured, less any reasonable compensation for the time and expenses incurred by Public Adjuster prior to notification, within fifteen (15) days of the receipt of notice. To cancel this Contract, mail or deliver not later than midnight of **3rd business day after date of contract execution** () a signed and dated copy of this cancellation notice, or any other written notice, to:

Swift Public Adjusters
130 W Broad St Suite B Story City, IA 50248
info@swiftpublicadjusters.com

I HEREBY CANCEL THIS CONTRACT.

First Insured's Signature Date & Time

Second Insured's Signature Date & Time

LATE CANCELLATION

Insured Name(s): Appanoose County
Loss Address: 201 N. 12th St Centerville, IA 52544
Insurer: Continental Western Group
Policy #: PEP285147734
Claim #: 40PC277240
Date of Loss: 03/31/2023 and/or 07/07/2023
Cause of Loss: hail and/or wind

Insured may cancel this Contract at any time prior to the settlement of the claim. Upon receiving notice of cancellation, Public Adjuster shall cease all work being performed on behalf of Insured. Upon cancellation of this Contract any time after midnight of the Third Business Day, Public Adjuster's fee for handling the loss shall be calculated on a time-plus-expense basis and due immediately. Time shall be calculated at \$250/hour and mileage at the current IRS standard rate. All other expenses incurred by Public Adjuster while working on behalf of Insured shall be paid immediately. If Insured exercises this right to cancel, Public Adjuster shall retain interest in all claim proceeds. To cancel this Contract after midnight of 3rd business day after date of contract execution, mail or deliver a signed and dated copy of this cancellation notice to:

Swift Public Adjusters
130 W Broad St Suite B Story City, IA 50248
info@swiftpublicadjusters.com

By signing, Insured agrees to have read, understood, and agrees to the terms of late cancellation.

First Insured's Signature Date & Time

Second Insured's Signature Date & Time

CONTACT INFORMATION FORM

Residential

First Insured

Name: _____

Email: _____

Phone: _____

Mailing Address: _____

Other

Name: _____

Email: _____

Phone: _____

Mailing Address: _____

Relation: _____

Second Insured

Name: _____

Email: _____

Phone: _____

Mailing Address: _____

Commercial

Business Name: Appanoose County

Mailing Address: 201 N. 12th St Centerville, IA 52544

Primary Contact

Name: Kelly Howard

Email: khoward@appanoosecounty.net

Phone: (641) 856-6191

Title: Appanoose County Auditor & Commissioner of Elections

Other

Name: Susan Cole

Email: sscieszinski@appanoosecounty.net

Phone: (641) 437-7178

Title/Relation: County Attorney

Secondary Contact

Name: Linda Demry

Email: ldemry@appanoosecounty.net

Phone: (641) 856-5512

Title: Chairperson

Insured Name(s): Appanoose County
 Loss Address: 201 N. 12th St Centerville, IA 52544
 Insurer: Continental Western Group
 Policy #: PEP285147734
 Claim #: 40PC277240
 Date of Loss: 03/31/2023 and/or 07/07/2023
 Cause of Loss: hail and/or wind

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REPRESENTATION AUTHORIZATION

Insured Name(s): Appanoose County
Loss Address: 201 N. 12th St Centerville, IA 52544
Insurer: Continental Western Group
Policy #: PEP285147734
Claim #: 40PC277240
Date of Loss: 03/31/2023 and/or 07/07/2023
Cause of Loss: hail and/or wind

I, the insured, hereby retain and authorize Swift Public Adjusters and its representatives to advise, assist and perform all actions reasonably required in the adjustment of, negotiation for, or settlement of this insurance claim presented to my insurer. I acknowledge and accept that this engagement may involve access to and discussion of any of my underwriting and/or claim records. I authorize Swift Public Adjusters to demand performance from my insurer on the terms of my policy and submit complaints of non-compliance to this state's insurance division on my behalf. I also authorize Swift Public Adjusters to discuss all aspects of my claim with any attorney of their choosing for the purposes of rendering opinions on coverage, duties of parties, suit, or other applicable matters.

I hereby authorize my insurer to release all claim payment information to Swift Public Adjusters and its agents. I also direct my insurer to provide Swift Public Adjusters with anything reasonably requested by Swift Public Adjusters for the purpose of adjusting, negotiating, or settling this claim. I instruct my insurer and all its agents and representatives to recognize Swift Public Adjusters as a party in interests and to supply all related information regarding claim procedures, policy requirements, Insurer's method of valuation and any other information that may be needed to adjust the claim. Insurer shall discuss and negotiate my claim settlement directly with Swift Public Adjusters and direct all future communications pertaining to this claim to Swift Public Adjusters. Furthermore, my insurer shall coordinate all risk and/or damage inspections with and through Swift Public Adjusters.

This authorization shall remain in effect indefinitely and may only be revoked in writing by Swift Public Adjusters or me. This authorization shall also apply to my successors, assignees, heirs, etc.


All communications and correspondence shall be directed to:

Swift Public Adjusters
130 W Broad St Suite B Story City, IA 50248
info@swiftpublicadjusters.com
866-794-3872

A photocopy or digital copy of this document transmitted by facsimile, email and/or other electronic form shall be deemed an original. I have read, understand, and agree to the terms above and have received a copy of this document for my records.

First Insured's Signature

Date & Time


On behalf of SWIFTPA, LLC

2:50PM
01/08/24

Date & Time

Second Insured's Signature

Date & Time

Caeden Tinklenberg

Public Adjuster Solicitor's Printed Name

ASSIGNMENT OF CLAIM BENEFITS

Insured Name(s): Appanoose County
Loss Address: 201 N. 12th St Centerville, IA 52544
Insurer: Continental Western Group
Policy #: PEP285147734
Claim #: 40PC277240
Date of Loss: 03/31/2023 and/or 07/07/2023
Cause of Loss: hail and/or wind

I hereby assign to Swift Public Adjusters a limited interest in this claim equal to the fee amount agreed to in the Public Adjuster Contract. I make this assignment and authorization in consideration of Swift Public Adjuster's agreement to perform its obligations under this Public Adjuster Contract. Recovery may include, but is not limited to, advances, undisputed payments, compromise, confession of liability, appraisal awards, judgements, award and/or settlements of damages, costs, interest, fees, and/or payments of Insured's liens, bills, or claims.

By my signature below, I hereby authorize that, in addition to the Insured's name(s), the name of Swift Public Adjusters be placed on all checks and drafts pertaining to this loss. I direct all insurance companies to include the name of Swift Public Adjusters as a loss payee on all instruments of payment relating to this claim. I instruct my insurer to send all checks, drafts, and any other instrument of payment to the office of Swift Public Adjusters directly.

This assignment shall remain in full force and effect indefinitely—even if representation is terminated by me—and may only be revoked in writing by Swift Public Adjusters. This assignment shall remain in effect and apply to my successors, assignees, heirs, etc.

All instruments of payment shall be made payable to SWIFT PUBLIC ADJUSTERS and directed to:

Swift Public Adjusters
130 W Broad St Suite B Story City, IA 50248
info@swiftpublicadjusters.com
866-794-3872

A photocopy or digital copy of this document transmitted by facsimile, email and/or other electronic form shall be deemed an original. I have read, understand, and agree to the terms above and have received a copy of this document for my records.

First Insured's Signature Date & Time

Second Insured's Signature Date & Time

 2:50 PM
01/08/24
On behalf of SWIFTPA, LLC Date & Time

Caeden Tinklenberg

Public Adjuster Solicitor's Printed Name

LETTER OF PROTECTION

Insured Name(s): Appanoose County
Loss Address: 201 N. 12th St Centerville, IA 52544
Insurer: Continental Western Group
Policy #: PEP285147734
Claim #: 40PC277240
Date of Loss: 03/31/2023 and/or 07/07/2023
Cause of Loss: hail and/or wind
Attorney of Record: Susan Cole

For the Insured

In the event that my insurer refuses to settle my claim, I understand that the claim may need to be litigated or resolved through alternative dispute resolution methods such as mediation or appraisal. In that event, I agree that Swift Public Adjuster's fee for services performed in adjustment of this claim will remain a charge upon any recovery obtained by me from any insurance company through subsequent award, judgement, or any other settlement.

I hereby agree that this agreement constitutes a lien against any recovery of proceeds paid by any insurance carrier or from whatever source, settlement, judgment, or verdict which may be paid to my attorney or myself as a result from this loss.

I hereby authorize my attorney to discuss my case or provide Swift Public Adjusters with any information necessary to have payment paid directly to them for such sums as may be due and owing for services rendered me. I furthermore authorize my attorney to withhold such sums from any insurance payments or from whatever source, settlement, judgment, or verdict and pay Swift Public Adjuster their fee due pursuant to the Public Adjuster Contract as soon as possible for said debt.

I understand that I am directly responsible to Swift Public Adjusters for all bills for services rendered me and this agreement does not relieve me of any personal responsibility for said charges. I further understand that this agreement is made solely for the protection of said provider.

I understand that this Letter of Protection is irrevocable sans a release in writing from Swift Public Adjusters and shall apply to any cause of action whether or not I should engage legal counsel or substitute attorney at any future time. I further understand and agree to notify Swift Public Adjusters in writing if I change or terminate attorney/client relationship.

For the Attorney

I, the undersigned, being the attorney of record for the above client, do hereby agree to observe all the terms of the above agreement and agree to withhold such sums from any insurance payments or from whatever source, settlement, judgment, or verdict and pay Swift Public Adjusters as soon as possible for said debt. If settlement or judgment is obtained and there are insufficient proceeds to pay all experts, any monies remaining will be shared in proportion to the percentage of bills outstanding.


This letter is not a guarantee that the bills incurred by client will be paid, but rather acts to guarantee that if we do recover for this claim, this bill will be protected out of the settlement.

I, furthermore, understand and agree to immediately notify Swift Public Adjusters in writing should there occur a substitution of counsel, referral to another attorney or law firm, retention of co-counsel or should the attorney/client relationship be terminated or modified in any manner.

A photocopy or digital copy of this document transmitted by facsimile, email and/or other electronic form shall be deemed an original. **I have read, understand, and agree to the terms above and have received a copy of this document for my records.**

First Insured's Signature

Date & Time


On behalf of SWIFTPA, LLC

2:50 PM
01/08/2024

Date & Time

Second Insured's Signature

Date & Time

Caeden Tinklenberg

Public Adjuster Solicitor's Printed Name

Attorney of Record's Signature

Date & Time

LIMITED POWER OF ATTORNEY

Insured Name(s): Appanoose County
Loss Address: 201 N. 12th St Centerville, IA 52544
Insurer: Continental Western Group
Policy #: PEP285147734
Claim #: 40PC277240
Date of Loss: 03/31/2023 and/or 07/07/2023
Cause of Loss: hail and/or wind

I, the Insured, hereby appoint Swift Public Adjusters and its representatives as my true and lawful attorney-in-fact and agent in matters related to my insurance claim, specifically regarding negotiations with my insurer. All that Swift Public Adjusters or its representatives lawfully do or caused to be done under the authority of this Power of Attorney is expressly approved.

In my name, and for my use and benefit, Swift Public Adjusters and its representatives are hereby authorized to endorse any checks *per procurationem*, payable or belonging to me, received from the Insurance Company in settlement of this claim, and deposit such checks into a non-interest-bearing escrow account and to disburse funds upon their clearance—less any fee due Swift Public Adjusters—to me or another third party at my direction.

Giving and granting to Swift Public Adjusters and its representatives, acting in the capacity as Insured's attorney-in-fact, the full power and authority to do all and every act and thing whatsoever requisite and necessary to be done relative to any of the foregoing as fully to all intents and purposes as I might or could do if personally present.

A photocopy or digital copy of this document transmitted by facsimile, email and/or other electronic form shall be deemed an original. I have read, understand, and agree to the terms above and have received a copy of this document for my records.

First Insured's Signature

Date & Time

 2:50 PM
01/08/24

On behalf of SWIFTPA, LLC Date & Time

Caeden Tinklenberg

Second Insured's Signature

Date & Time

Public Adjuster Solicitor's Printed Name

MORTGAGE AUTHORIZATION

Borrower Name(s): _____

Insured Name(s): Appanoose County

Loss Address: 201 N. 12th St Centerville, IA 52544

Insurer: Continental Western Group

Policy #: PEP285147734

Claim #: 40PC277240

Date of Loss: 03/31/2023 and/or 07/07/2023

Cause of Loss: hail and/or wind

Mortgage Holder: _____

Account or Loan #: _____

Last 4 Digits of Borrower's SSN#: _____

By my signature, I hereby give permission for Swift Public Adjusters to contact my mortgage holder for the express purpose of communicating about insurance proceeds due Swift Public Adjusters, as co-payee, under the terms and conditions of the Public Adjuster Contract and Assignment of Claim Benefits. I hereby authorize all mortgage holders to communicate directly with Swift Public Adjusters concerning my loan and the distribution of the insurance proceeds. I also grant permission to Swift Public Adjusters to schedule any inspections on my behalf. The mortgage holder has my express authorization to release any and all payments due Swift Public Adjusters. I hereby direct the mortgage holder to mail all checks to Swift Public Adjusters at the address listed below.

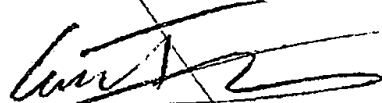
All instruments of payment shall be made payable to SWIFT PUBLIC ADJUSTERS and directed to:

Swift Public Adjusters
130 W Broad St Suite B Story City, IA 50248
info@swiftpublicadjusters.com
866-794-3872

A photocopy or digital copy of this document transmitted by facsimile, email and/or other electronic form shall be deemed an original. **I have read, understand, and agree to the terms above and have received a copy of this document for my records.**

First Insured's Signature Date & Time

Second Insured's Signature Date & Time

 2:50 PM
01/08/24
On behalf of SWIFTPA, LLC Date & Time

Caeden Tinklenberg

Public Adjuster Solicitor's Printed Name

FEE DISCLOSURE: CONTRACTOR RESPONSIBLE PARTY

Insured Name(s): Appanoose County
Loss Address: 201 N. 12th St Centerville, IA 52544
Insurer: Continental Western Group
Policy #: PEP285147734
Claim #: 40PC277240
Date of Loss: 03/31/2023 and/or 07/07/2023
Cause of Loss: hail and/or wind
Contractor: Precision Construction - Jeremy Bates

For the Insured

I intend to (or already have) hire the above-mentioned Contractor for the repair of damages to the insured property subject to this loss. I understand and agree that Contractor will pay Swift Public Adjusters the fees due under this contract if I enter into a build contract with Contractor.

I understand and agree that any insurance proceeds will be held in escrow until the fees due under this contract are paid by this Contractor. Upon payment, I agree to allow insurance proceeds to be released directly to this Contractor. I understand and agree that if I wish not to have proceeds released directly to this Contractor, that I must notify Swift Public Adjusters in writing prior to claim settlement.

I understand and agree that if I do not enter into contract with this Contractor, Contractor may not pay Swift Public Adjuster the fees due under this contract. In such a scenario, I understand and agree that I will be solely responsible for all bills for services rendered me and that this agreement does not relieve me of any personal responsibility for said charges.

I agree to immediately notify Swift Public Adjusters in writing if my contract with this Contractor is cancelled and/or I no longer intend to enter into a contract with this Contractor. If I intend to contract with a new contractor, I agree to immediately notify Swift Public Adjusters of the new contractor's name and contact information.

I hereby authorize Swift Public Adjusters to discuss my claim with this Contractor.

For the Contractor

I understand that I am directly responsible to Swift Public Adjusters for all bills for services rendered to the Insured and this agreement does not relieve me of any personal responsibility for said charges. I further understand that this agreement is made solely for the protection of said provider.

I, the undersigned, being the Contractor for the above Insured, do hereby agree to observe all the terms of the above agreement and agree to pay Swift Public Adjusters immediately when fee is due.

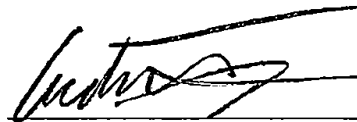
I further understand and agree to immediately notify Swift Public Adjusters in writing if I change or terminate Contractor/Insured relationship or contract.

Unless separately disclosed otherwise, Swift Public Adjusters declares no other interest in this claim besides the fee due for performance under this contract.

A photocopy or digital copy of this document transmitted by facsimile, email and/or other electronic form shall be deemed an original. I have read, understand, and agree to the terms above and have received a copy of this document for my records.

First Insured's Signature

Date & Time



2:50 PM

01/08/24

On behalf of SWIFTPA, LLC

Date & Time

Caeden Tinklenberg

Second Insured's Signature

Date & Time

Public Adjuster Solicitor's Printed Name

Contractor's Rep. Signature

Date & Time

BOND TO INSURE AGAINST DOUBLE PAYMENT

Date: December 28, 2023

Office of Auditor, Appanoose County, Centerville, Iowa

WHEREAS, on or about the 17th day of July, 2023
there was issued from the above named office

CHECK # 54818 FUND # 01000

AMOUNT \$400.00 ACCOUNT # 01000 09000 422 01

PAYABLE TO ISAC
PO Box 4546
Des Moines, IA 50305

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

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That ISAC is held and firmly bound unto Appanoose County
and the Auditor in the sum of Four Hundred and no/100 (\$ 400.00)
Dollars to make good and save to Appanoose County and the Auditor harmless from all costs
and expenses of any nature whatsoever on account of the issue and payment of said duplicate
CHECK and shall protect Appanoose County and the Auditor from any and all obligations on the
original CHECK as aforesaid issued, then this obligation shall be void and of no effect, otherwise
to remain in full force and virtue.

Signed this 2nd day of January, A.D. 2024

Molly Hill
Payee or Authorized Signer

STATE OF IOWA, COUNTY OF Polk

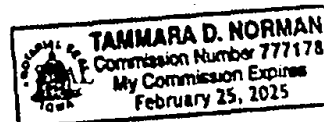
This instrument was acknowledged before me on January 2, 2024
(Date)

by Molly Hill
Payee or Authorized Signer

Tammara D. Norman
Signature of Notary Public

Title

My Commission Expires February 25, 2025



1200

68206

ISACS

Iowa State Association of County Supervisors

Invoice	ISACSTDAG-070223-4
Date	7/2/2023
Due Date	8/30/2023

Bill To: APPANOOSE COUNTY 201 N 12th Centerville IA 52544

PAID

JUL 17 2023

WARRANT
 Approved By 54818
 Appanoose County Board Supervisors

Description	Amount
SUPERVISORS' DUES FY 2024 <i>Delivery Date: 7/1/23</i> <i>01000 09000 422 01</i> <div style="text-align: right;"><i>OK</i></div>	\$400.00
Total	\$400.00

Make checks payable to:
 Iowa State Association of Counties
 PO Box 4546
 Des Moines, IA 50305
 Ph: (515) 244-7181
 Email: mhill@iowacounties.org

THANK YOU FOR YOUR BUSINESS!

**Data Acquisition Agreement
Concerning
Geographic Information System Data**

This Data Acquisition Agreement is entered into this 3RD day of JANUARY, 2024 by and between Appanoose County AND

Farm & Home PUBLISHERS, LTD

(Hereinafter referred to as Customer)

(Print or Type Customer Name)

1400 S. 24th St. Ste B Clear Lake, IA 50428

(Print or Type Customer Address)

Cliff Sheakley

641-444-3508

(Print or Type Customer Contact Person)

(Print or Type Customer

Telephone Number)

Describe the intended use for the acquired data: 2024 Plat and Rural
directory book mailed out to all rural residents
in Appanoose County

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: most recent parcel
Shapefile (or geodatabase feature class)
including owner name, parcel identification
number, Situs address, and any other
available attributes

The period of time for which the Customer is allowed the right to use the GIS Products is:

Other restrictions imposed on the use of such Products are:

Customer shall pay Appanoose County a one-time fee of \$_____ 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;

Authorizing Signature: BH Date 1/3/24

Print Name: Brett Honn

Title: VP of Operations

Company or Affiliation: Farm and Home Publishers, Ltd

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