

OFFICE OF THE

Appanoose County Auditor

KELLY HOWARD

COURTHOUSE
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Meeting Agenda

August 5, 2024

The Appanoose County Board of Supervisors will meet Monday, August 5, 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 July 15 & 22, 2024 meetings
4. Approve reports (7/19 & 8/2 payrolls, DHS Quarterly Report, 6/24 Prisoner Room & Board and Chariton & Vermillion Township Financials)
5. Approve bills
6. Approve Data Grant Agreement: Ulteig Engineers
7. Approve Carosh Agreement (HIPAA compliance)
8. Approve Nyhart Agreement (GASB 75)
9. Approve Bond to Insure Against Double Payment, Wex Bank (Warrant 59854 \$151.43)
10. FYI-MMP White Pork LLC
11. County Engineer report
12. Public Comments
13. Adjourn

Posted 7/31/24

July 15, 2024

Appanoose County Board of Supervisors met in regular session July 15, 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 with item #7 tabled (Carol Ross – White Cemetery). Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the minutes from the July 1 & 8, 2024 meetings. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve 7/5 payroll, Auditor, Recorder, Sheriff, VA Quarterly Reports and Taylor Township Financials. Seconded by McGill. All voted aye.

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

| | | |
|-------------------------|---------------------------|-----------|
| Access Sys | Typing-Print.-Bind.Serv. | 151.28 |
| ADLM EH | Construction & Maint. | 9484.20 |
| Agriland FS | Engineering Services | 24181.06 |
| Albia Newspapers | Typing-Print.-Bind.Serv. | 4687.04 |
| Alliant | Electric Light & Power | 6627.98 |
| Amazon | Law Enf. Equip & Weapons | 585.58 |
| Amer Home Fdg | Juvenile Detention & Shel | 2737.32 |
| Pioneer Cemeteries | Contrib. & Purchase Serv | 1000.00 |
| Sec Rds | Fuels | 3980.92 |
| App Co Treas | Off. Supplies & Forms | 180.62 |
| Bailey Off | Off. Supplies & Forms | 161.22 |
| Joel Baker | Medical & Health Services | 100.00 |
| Baker's | Equipment Repair | 22.99 |
| D Barnthouse | Building Repair & Maintce | 200.00 |
| Daniel Bennett | Transportation | 880.00 |
| Binns & Stevens | Engineering Services | 259.00 |
| Black Hawk Co Sheriff | Legal Serv. Dep-Subp-Tran | 39.20 |
| Bob Barker | Jail Equip. & Furniture | 271.97 |
| Bratz Oil | Mileage & Transp. Expense | 907.76 |
| Mark Brown | Engineering Services | 140.00 |
| BUG PRO | Extermination Services | 90.00 |
| Calhoun Burns | Engineering Services | 8856.94 |
| Cantera Aggregates | Park Maint. & Supplies | 40069.44 |
| Capital One | Food Preparation Service | 519.33 |
| Card Services | Park Maint. & Supplies | 188.03 |
| CarQuest | Park Maint. & Supplies | 258.27 |
| Cville Iron | Engineering Services | 58.90 |
| C'ville Produce & Feed | Park Maint. & Supplies | 77.96 |
| Central IA Distributing | Park Maint. & Supplies | 880.00 |
| Chariton Valley Elec | Electric Light & Power | 313.08 |
| Cville Wtrwks | Water & Sewer | 206615.25 |
| City of Ottumwa/SIRG | Construction & Maint. | 7858.87 |
| CocoBeen Reptiles | Park Maint. & Supplies | 150.00 |
| Davis Co Sch | Community Support Program | 800.00 |
| Davis Co Sheriff | Legal Serv. Dep-Subp-Tran | 32.50 |
| Davison Fuels & Oil | Fuels | 104.64 |
| DeJong Ag Service | Engineering Services | 1476.36 |
| Des Moines Stamp | Off. Supplies & Forms | 76.00 |
| Douds Stone | Engineering Services | 2965.03 |
| Election Source | Election Supplies | 239.00 |

| | | |
|----------------------------|---------------------------|----------|
| Farmers Mutual | Contrib. & Purchase Serv | 90000.00 |
| First National Bank | Dues & Memberships | 37.50 |
| Fogle TV | Park Maint. & Supplies | 81.25 |
| Forbes Office Solns | Off. Supplies & Forms | 56.69 |
| GreatAmerica | Off. Equip Repair & Maint | 430.09 |
| PJ Greufe | Health Insurance | 1500.00 |
| Hamilton Produce | Engineering Services | 90.00 |
| Hills San | Garbage Serv | 294.00 |
| Homestead | Food Preparation Service | 8540.00 |
| Kelly Howard | Educational & Train.Serv. | 14.75 |
| K Howington | Mileage & Transp. Expense | 263.50 |
| Hy-Vee | Medical & Health Services | 976.82 |
| IMWCA | Workmens' Comp. Ins. | 12770.00 |
| Iowa Bridge & Culvert | Roads | 48973.15 |
| ICAA | Educational & Train.Serv. | 75.00 |
| IA Law Enforcement Academy | Educational & Train.Serv. | 150.00 |
| IA Media Network | Typing-Print.-Bind.Serv. | 548.26 |
| IA Workforce | Off. Supplies & Forms | 659.11 |
| ISAC | Educational & Train.Serv. | 400.00 |
| A Jaramillo Ayon | Community Support Program | 2952.00 |
| John Deere | Engineering Services | 869.17 |
| Kids World | Community Support Program | 1642.54 |
| Kone | Heat-Cool-Elevator-Rpr-Mn | 414.99 |
| R Lamb | Medical & Health Services | 604.77 |
| LexisNexis | Dues & Memberships | 200.00 |
| Lockridge | Engineering Services | 1357.66 |
| C Maddy | Community Support Program | 550.00 |
| Mail Serv | Vehicle Renewal Notices | 548.64 |
| Mainstay Systems | Off. Supplies & Forms | 365.00 |
| MATURA | Community Support Program | 1710.61 |
| MercyOne | Mileage & Transp. Expense | 700.00 |
| Midwest Wheel | Engineering Services | 1779.34 |
| MMIT | Off. Equip Repair & Maint | 118.55 |
| Monroe Pub Hlth | Community Support Program | 3033.85 |
| Natel | Telephone & Telegr.Serv. | 924.82 |
| Orchard Pl | Community Support Program | 3813.01 |
| Petty C-Sheriff | Postage & Mailing | 30.45 |
| R Pfannebecker | Contrib. & Purchase Serv | 17.25 |
| Phelps Uniform | Engineering Services | 250.92 |
| Quill | Jail Equip. & Furniture | 308.97 |
| Rainbo Oil | Engineering Services | 2525.52 |
| Rangemasters Uniforms | Uniforms | 280.20 |
| RASWC | Engineering Services | 47.90 |
| RRWA | Water & Sewer | 138.85 |
| Rockford Rigging | Engineering Services | 1642.91 |
| G Roefer | Medical & Health Services | 400.00 |
| SCICAP | Community Support Program | 33935.01 |
| Secretary of State | Off. Supplies & Forms | 60.00 |
| Seymour Tire | Engineering Services | 903.00 |
| Sinclair NAPA | Engineering Services | 923.78 |
| Solutions | Off. Equip Repair & Maint | 57.75 |
| Southern IA Dev & Conserv | Flood & Erosion | 500.00 |
| Stephens-Peck | Books & Periodicals | 125.00 |
| D Sturms | Mileage & Transp. Expense | 521.60 |
| SurveySupply | Engineering Supplies | 146.78 |
| Dr. Anthony Tatman | Educational & Train.Serv. | 10.00 |
| Thomas Funeral Home | Mileage & Transp. Expense | 750.00 |

| | | |
|-----------------------|---------------------------|-----------|
| Tri-County Fire Equip | Park Maint. & Supplies | 110.50 |
| Udell Twp | Care of Soldiers Graves | 542.00 |
| US Bank | Engineering Services | 464.38 |
| US Cellular | Off. Supplies & Forms | 947.83 |
| Walker Welding | Engineering Services | 193.05 |
| Wex Bank | Mileage & Transp. Expense | 306.36 |
| White Posts | E911 Addressing(signs) | 790.00 |
| Windstream | Off. Supplies & Forms | 1532.23 |
| J Wray | Rent Payments | 600.00 |
| Ziegler | Engineering Services | 5800.13 |
| Grand Total | | 570535.18 |

Kulmatycki motioned to approve the liquor license for Papo's Pumpkin Patch. Seconded by McGill. All voted aye.

There was discussion regarding revisions to the General Relief Guidelines. A final draft will be presented for approval.

McGill motioned to set a special board meeting for 7/22/24 at 9 A.M. to appoint a County Attorney. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve Resolution 2024-29. Seconded by McGill. All voted aye.

RESOLUTION REGARDING ANNEXATION APPANOOSE COUNTY BOARD OF SUPERVISORS

WHEREAS, on June 14, 2024, the applications for the annexation of the City of Centerville, Iowa, (the "City") of certain real estate, the legal descriptions and maps of which are attached hereto as Exhibit A and Exhibit B, (the "Annexation Applications") were filed with the City Clerk of the City;

WHEREAS, pursuant to Chapter 368.7(1)(b) of the *Iowa Code*, the City provided the Appanoose County Board of Supervisors (the "Board of Supervisors") and the Trustees of the Vermillion Township (the "Trustees") a notice of a consultation with the City regarding the Annexation Applications (the "Consultation");

WHEREAS, the Consultation, with representatives from the Board of Supervisors, the Trustees and the City present, was held on June 21, 2024; and

WHEREAS, pursuant to Chapter 368.7(1)(b) of the *Iowa Code*, the Board of Supervisors must, within 30 days of the date of the Consultation by resolution, state whether or not it supports the Annexation Applications or whether it takes no position in support of or against the Annexation Applications.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF APPANOOSE COUNTY, IOWA, the Board of Supervisors does support the Annexation Applications, and the Chairman of the Appanoose County Board of Supervisors is hereby directed to certify this Resolution and immediately file a copy of this Resolution with the City.

RESOLVED this the 15th day of July, 2024.

/s/Linda Demry, Chairperson, Appanoose County Board of Supervisors

Attest: /s/Jewell Cohrs, Printed Name: Jewell Cohrs

McGill motioned to approve the Homestead and Military applications. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve the hiring of Jesse Six as full-time Jailer effective July 8, 2024 with a starting was of \$20/per hour. Seconded by McGill. All voted aye.

McGill motioned to approve parcel 290251006590000 mineral rights split. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve the Appanoose-Wapello County Engineer Agreement.
Seconded by McGill. All voted aye.

McGill motioned to approve Resolution 2024-30. Seconded by Kulmatycki. All voted aye.

Traffic Safety Improvement Program

Grant Application for Speed Feedback Signs

APPANOOSE COUNTY RESOLUTION No. 2024-30

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 Speed Feedback Signs for
County highways entering the City of Unionville.

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 signs, currently planned for
installation 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 15th day of July 2024.

/s/Linda Demry, Chairman Board of Supervisors, Appanoose County, Iowa

ATTEST: /s/ Kelly Howard, Appanoose County Auditor by Jewell Cohrs

County Engineer, Brad Skinner, provided an update to the board. No change on the 110th and
150th Street bridges. Small pavement patching done by county, a contractor has been hired to do larger
projects. Sealcoat contractor has been rained out and could come earlier than expected. Crews working
on ditching cleaning and pipes. FM rock haul is 40% complete. Demry received an email regarding
access to a cemetery in Union Township being blocked by planted corn. Kulmatycki will contact.

Public Comments: none

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

The Board adjourned to meet the call of the Auditor at 9:28 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

July 22, 2024

Appanoose County Board of Supervisors met in special session July 22, 2024 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Linda Demry, Mark McGill, and Jeff Kulmatycki. Absent: none.

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

Kulmatycki motioned to appoint Ty A. Stewart Appanoose County Attorney. Seconded by McGill. All voted aye.

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

The Board adjourned to meet at the call of the Auditor at 9:00 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

Iowa Department of Human Services
REPORT OF LOCAL ADMINISTRATIVE EXPENSE

APPANOOSE COUNTY

Payments from County General Fund

Quarter Ended 6/30/2024

| Claim No. | Payee | Item | Warrant | | Partic. Amount | Cost Center | St Office Use | FFP% |
|--|---|---------------------------|---------|-------|-------------------|----------------|------------------|------|
| | | | Date | Num | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | |
| % | Alliant Energy | Gas/Electric 647.35 | 4/30/24 | 59217 | \$55.29 | | | |
| % | Water | Water/Sewer 76.64 | 4/30/24 | 59473 | \$6.55 | | | |
| % | Rebecca Pfannebecker | Janitor 180.00 | 4/30/24 | 59541 | \$15.37 | | | |
| % | Rebecca Pfannebecker | Janitor 180.00 | 5/30/24 | 59813 | \$15.37 | | | |
| * | Ricoh | Additional Images \$12.59 | 6/30/24 | 60620 | \$12.26 | | | |
| % | Rebecca Pfannebecker | Janitor 180.00 | 6/30/24 | 60604 | \$225.00 | | | |
| | | | | | | | | |
| | Indirect Cost for Quarter ending 06/30/2024 | | | | \$10,411.25 | | | |
| | | | | | | | | |
| *Indicates a partial payment of a shared bill 0.0256% | | | | | | | | |
| %HHS pays 8.54% of total bill | | | | | | | | |
| | | | | | | | | |
| To: State Department of Human Services, Des Moines, Iowa | | | | TOTAL | \$10,741.09 | | | |

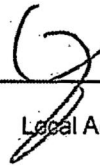
I hereby certify that expenditure for local administrative expenses in the amounts shown above were made and entered on the records of the fund specified.

470-0033 (Rev. 1/07)

Date

Local Administrator

7/23/24



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 June, 2024, 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 | \$305.15 |
| 29000-01000-4440-05-301 | 60% Transfer to Sheriff | \$183.09 |

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

Signed: _____
Chairperson

Appanoose COUNTY, Charlton TOWNSHIP

SUMMARY STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2023 thru June 30, 2024

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

| 1 | SUMMARY | TOWNSHIP FUNDS | | | | | | TOTAL |
|---|---|----------------|-----------|---------------|------|------|------|-----------|
| | | Cemetery | Fire | c/i rep claim | | | | |
| 2 | BEGINNING FUND BALANCE JULY 1, <u>2023</u> add (+) | 3,300.84 | 6,106.91 | 334.89 | 0.00 | 0.00 | 0.00 | 9,742.64 |
| 3 | TOTAL REVENUE less (-) | 9,357.37 | 16,044.07 | 287.05 | 0.00 | 0.00 | 0.00 | 25,688.49 |
| 4 | TOTAL DISBURSEMENTS equals (=) | 11,500.00 | 21,655.35 | 0.00 | 0.00 | 0.00 | 0.00 | 33,155.35 |
| 5 | ENDING FUND BALANCE JUNE 30, <u>2024</u> | 1,158.21 | 495.63 | 621.94 | 0.00 | 0.00 | 0.00 | 2,275.78 |
| 6 | PUBLIC DEBT BALANCES AT YEAR END | 0.00 | 495.63 | | | | | 495.63 |
| 7 | RESERVE FUND BALANCES AT YEAR END | 1,158.21 | 0.00 | 621.94 | | | | 1,780.15 |

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.

REC'D APP CO AUDITOR
JUL 24 '24 11:12

James E. Kodelush
Township Clerk
24 July 2024
Date

James Robinson
Beleney Seay
Cliff Hawes
Township Trustees

Appanoose COUNTY,

Chariton

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2023 thru June 30, 2024

| 1 | STATEMENT OF RECEIPTS | | | | | | TOWNSHIP FUNDS | | | | | | TOTAL |
|----|-------------------------------------|--|--|--|--|----------------|----------------|-----------|---------------|--------|------|------|-----------|
| | | | | | | | Cemetery | Fire | c/i rep claim | 0 | 0 | 0 | |
| 2 | | | | | | | | | | | | | |
| 3 | | | | | | + Cash on hand | | | | | | | 0.00 |
| 4 | BEGINNING FUND BALANCE | | | | | | + Checking | 3,300.84 | 6,106.91 | 334.89 | | | 9,742.64 |
| 5 | 07/01/ 2023 | | | | | | + Savings | | | | | | 0.00 |
| 6 | | | | | | | + Other | | | | | | 0.00 |
| 7 | | | | | | | = Total | 3,300.84 | 6,106.91 | 334.89 | 0.00 | 0.00 | 9,742.64 |
| 8 | DATE RECEIPTS DURING FISCAL YEAR | | | | | | | | | | | | |
| 9 | 15 Aug 22 | Funds received from county for July none | | | | | | | | | | | 0.00 |
| 10 | 15-Sep-23 | Funds received from county for Aug | | | | | | 1,273.25 | 2,183.06 | | | | 3,456.31 |
| 11 | 13 Oct 23 | Funds received from county for Sep | | | | | | 3,624.33 | 6,214.42 | | | | 9,838.75 |
| 12 | 15 Nov 23 | Funds received from county for Oct | | | | | | 575.93 | 987.46 | 143.52 | | | 1,706.91 |
| 13 | 15 Dec 23 | Funds received from county for Nov | | | | | | 216.12 | 370.63 | | | | 586.75 |
| 14 | 13 Jan 24 | Funds received from county for Dec | | | | | | 23.36 | 40.03 | | | | 63.39 |
| 15 | 15 Feb 24 | Funds received from county for Jan | | | | | | 89.49 | 153.43 | | | | 242.92 |
| 16 | 15 Mar 24 | Funds received from county for Feb | | | | | | 139.74 | 239.53 | | | | 379.27 |
| 17 | 15 Apr 24 | Funds received from county for Mar | | | | | | 2,427.91 | 4,162.69 | 143.53 | | | 6,734.13 |
| 18 | 15 May 24 | Funds received from county for Apr | | | | | | 698.24 | 1,197.19 | | | | 1,895.43 |
| 19 | 15 June 24 | Funds received from county for May | | | | | | 149.62 | 256.66 | | | | 406.28 |
| 20 | 15 July 24 | Funds received from county for Jun | | | | | | 139.38 | 238.97 | | | | 378.35 |
| 21 | | | | | | | | | | | | | 0.00 |
| 22 | | | | | | | | | | | | | 0.00 |
| 23 | | | | | | | | | | | | | 0.00 |
| 24 | | | | | | | | | | | | | 0.00 |
| 25 | | | | | | | | | | | | | 0.00 |
| 26 | | | | | | | | | | | | | 0.00 |
| 27 | | | | | | | | | | | | | 0.00 |
| 28 | | | | | | | | | | | | | 0.00 |
| 29 | | | | | | | | | | | | | 0.00 |
| 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 | | | | | | | 9,357.37 | 16,044.07 | 287.05 | 0.00 | 0.00 | 25,688.49 |
| 38 | TOTAL REVENUE FROM ATTACHED PAGES | | | | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 39 | TOTAL REVENUE FOR YEAR | | | | | | | 9,357.37 | 16,044.07 | 287.05 | 0.00 | 0.00 | 25,688.49 |
| 40 | TOTAL TO BE ACCOUNTED FOR | | | | | | | | | | | | |
| | (Beginning Balance + Total Revenue) | | | | | | | 12,658.21 | 22,150.98 | 621.94 | 0.00 | 0.00 | 35,431.13 |

Appanoose COUNTY,

Chariton

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2023 thru June 30, 2024

| 1 | STATEMENT OF DISBURSEMENTS | | TOWNSHIP FUNDS | | | | | | TOTAL |
|----|--|--|----------------|-----------|---------------|------|------|------|-----------|
| | | | Cemetery | Fire | c/i rep claim | 0 | 0 | 0 | |
| 2 | | | | | | | | | |
| 3 | DATE | DISBURSEMENTS DURING FISCAL YEAR | | | | | | | |
| 4 | 3 July 23 | Iconium Salem Ce #396 For yr 2022 2023 | 2,500.00 | | | | | | 2,500.00 |
| 5 | 4 July 23 | City of Moravia Fire #397 For yr 2022 2023 | | 5,747.00 | | | | | 5,747.00 |
| 6 | 18 Nov 23 | Iconium Salem Ce#396 For yr 2023-2024 | 6,000.00 | | | | | | 6,000.00 |
| 7 | 18 Nov 23 | City of Moravia Fire#395 For yr 2023-2024 | | 9,744.00 | | | | | 9,744.00 |
| 8 | 30 May 2024 | Iconium Salem Ce#401 For yr 2023-2024 | 3,000.00 | | | | | | 3,000.00 |
| 9 | 30 May 2024 | City of Moravia Fire#402 For yr 2023-2024 | | 6,164.35 | | | | | 6,164.35 |
| 10 | | | | | | | | | 0.00 |
| 11 | | | | | | | | | 0.00 |
| 12 | | | | | | | | | 0.00 |
| 13 | | | | | | | | | 0.00 |
| 14 | | | | | | | | | 0.00 |
| 15 | | | | | | | | | 0.00 |
| 16 | | | | | | | | | 0.00 |
| 17 | | | | | | | | | 0.00 |
| 18 | | | | | | | | | 0.00 |
| 19 | | | | | | | | | 0.00 |
| 20 | | | | | | | | | 0.00 |
| 21 | | | | | | | | | 0.00 |
| 22 | | | | | | | | | 0.00 |
| 23 | | | | | | | | | 0.00 |
| 24 | | | | | | | | | 0.00 |
| 25 | | | | | | | | | 0.00 |
| 26 | | | | | | | | | 0.00 |
| 27 | | | | | | | | | 0.00 |
| 28 | | | | | | | | | 0.00 |
| 29 | | | | | | | | | 0.00 |
| 30 | | | | | | | | | 0.00 |
| 31 | | | | | | | | | 0.00 |
| 32 | TOTAL DISBURSEMENTS FROM THIS PAGE | | 11,500.00 | 21,655.35 | 0.00 | 0.00 | 0.00 | 0.00 | 33,155.35 |
| 33 | TOTAL DISBURSEMENTS FROM ATTACHED PAGES | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 34 | TOTAL DISBURSMENTS FOR YEAR | | 11,500.00 | 21,655.35 | 0.00 | 0.00 | 0.00 | 0.00 | 33,155.35 |
| 35 | ENDING FUND BALANCE 06/30/ 2024 | + Cash on hand | | | | | | | 0.00 |
| 36 | | + Checking | 3,300.84 | 6,106.91 | 334.89 | | | | 9,742.64 |
| 37 | | + Savings | | | | | | | 0.00 |
| 38 | | + Other | | | | | | | 0.00 |
| 39 | = Total | | 3,300.84 | 6,106.91 | 334.89 | 0.00 | 0.00 | 0.00 | 9,742.64 |
| 40 | TOTAL TO BE ACCOUNTED FOR | | | | | | | | |
| 40 | Total Disbursements+Ending Balance (must=Page R1 lne 40) | | 14,800.84 | 27,762.26 | 334.89 | 0.00 | 0.00 | 0.00 | 42,897.99 |

Appanoose COUNTY, Vermillion TOWNSHIP
SUMMARY STATEMENT OF STATEMENT OF RECEIPTS AND DISBURSEMENTS
Fiscal Year July 1, 2023 thru June 30, 2024

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 the taxes are to be withheld.

| SUMMARY | | TOWNSHIP FUNDS | | | | | | TOTAL |
|---------|--|---|------------------|---------------|---------------|--|--|------------------|
| 1 | | <u>Contingency</u> <u>Five</u> <u>Misc</u> <u>CHT</u> | | | | | | |
| 2 | BEGINNING FUND BALANCE JULY 1, <u>21,440.86</u> add (+) <u>July 1, 2023</u> | <u>21,024.50</u> | <u>0</u> | <u>-39.00</u> | <u>455.36</u> | | | <u>21,440.86</u> |
| 3 | TOTAL REVENUE | <u>6428.75</u> | <u>28,706.47</u> | <u>0</u> | <u>3903.1</u> | | | <u>35,585.53</u> |
| 4 | TOTAL DISBURSEMENTS less (-) | <u>5,767.50</u> | <u>28,706.47</u> | <u>0</u> | | | | <u>34,533.97</u> |
| 5 | ENDING FUND BALANCE JUNE 30, <u>2024</u> equals (=) | <u>21,085.75</u> | <u>0</u> | <u>-39.00</u> | <u>845.67</u> | | | <u>22,492.42</u> |
| 6 | PUBLIC DEBT BALANCES AT YEAR END | | | | | | | |
| 7 | RESERVE FUND BALANCES AT YEAR END | | | | | | | |

CERTIFICATION

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

REC'D APP CO AUDITOR
JUL 22 '24 PM 2:32

Jay A. Phillips
Township Clerk
July 22, 2024
Date

Randy Eddy
Bruce B. Smith
Rich Scholtz
Township Trustees

Appanoose COUNTY, VermillionTOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS
Fiscal Year July 1, thru June 30,

| 1 | STATEMENT OF RECEIPTS | | TOWNSHIP FUNDS | | | | | TOTAL |
|----|--|-----------------------------|----------------|-----------|-----------------------|--|--|-----------|
| | | | Cemetery | FIRE | MISC. C/I Rep. chg | | | |
| 2 | | | | | | | | |
| 3 | BEGINNING FUND BALANCE 07/01/ <u>2023</u> | + Cash on hand | | | | | | |
| 4 | | + Checking | | | | | | |
| 5 | | + Savings | | | | | | |
| 6 | | + Other | | | | | | |
| 7 | | = Total | | | | | | 21,440.76 |
| 8 | DATE | RECEIPTS DURING FISCAL YEAR | | | | | | |
| 9 | 7-14-23 | Appanoose Co Treasurer | 39.50 | 224.48 | | | | 263.98 |
| 10 | 9-15-23 | Appanoose County Treasurer | 722.11 | 3,440.92 | | | | 4163.03 |
| 11 | 10-13-23 | Appanoose County Treasurer | 1,966.92 | 9,373.87 | | | | 11,340.79 |
| 12 | 11-15-23 | Appanoose County Treasurer | 640.74 | 3,053.73 | 195.15 | | | 3,889.62 |
| 13 | 11-20-23 | William C. Benz | 400.00 | | | | | 400.00 |
| 14 | 12-15-23 | Appanoose County Treasurer | 107.81 | 513.78 | | | | 621.59 |
| 15 | 1-12-24 | Appanoose County Treasurer | 18.07 | 86.18 | | | | 104.18 |
| 16 | 2-15-24 | Appanoose County Treasurer | 41.94 | 199.82 | | | | 241.76 |
| 17 | 3-15-24 | Appanoose County Treasurer | 244.83 | 1,164.87 | | | | 1,411.70 |
| 18 | 4-15-24 | Appanoose County Treasurer | 1,736.71 | 8,276.06 | 195.16 | | | 10,207.93 |
| 19 | 5-15-24 | Appanoose County Treasurer | 396.27 | 1,888.36 | | | | 2,284.63 |
| 20 | 6-14-24 | Appanoose County Treasurer | 113.85 | 542.47 | | | | 656.32 |
| 21 | | | | | | | | |
| 22 | | | | | | | | |
| 23 | | | | | | | | |
| 24 | | | | | | | | |
| 25 | | | | | | | | |
| 26 | | | | | | | | |
| 27 | | | | | | | | |
| 28 | | | | | | | | |
| 29 | | | | | | | | |
| 30 | | | | | | | | |
| 31 | | | | | | | | |
| 32 | | | | | | | | |
| 33 | | | | | | | | |
| 34 | | | | | | | | |
| 35 | | | | | | | | |
| 36 | | | | | | | | |
| 37 | | | | | | | | |
| 38 | TOTAL REVENUE FROM ATTACHED PAGES | | 6428.75 | 28,766.47 | 390.31 | | | 35,585.53 |
| 39 | TOTAL REVENUE FOR YEAR | | 6428.75 | 28,766.47 | 390.31 | | | 35,585.53 |
| 40 | TOTAL TO BE ACCOUNTED FOR (Beginning Balance + Total Revenue) | | | | | | | 57,026.29 |

Appanoose COUNTY, Vermillion

TOWNSHIP CLERK'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

| 1 | STATEMENT OF DISBURSEMENTS | | TOWNSHIP FUNDS | | | | | TOTAL |
|----|--|----------------------------------|----------------|-----------|--|--|--|-----------|
| | | | Remedy | File | | | | |
| 2 | DATE | DISBURSEMENTS DURING FISCAL YEAR | | | | | | |
| 3 | | | | | | | | |
| 4 | 7-19-23 | Sonja D. Hanners | 450.00 | | | | | 450.00 |
| 5 | 8-1-23 | Sonja D. Hanners | 415.00 | | | | | 415.00 |
| 6 | 8-15-23 | Sonja D. Hanners | 480.00 | | | | | 480.00 |
| 7 | 9-2-23 | Sonja D. Hanners | 415.00 | | | | | 415.00 |
| 8 | 9-25-23 | Sonja D. Hanners | 415.00 | | | | | 415.00 |
| 9 | 10-20-23 | Sonja D. Hanners | 415.00 | | | | | 415.00 |
| 10 | 12-19-23 | City of Centerville | | 16,606.78 | | | | 16,606.78 |
| 11 | 1-23-24 | Lucas Phillips | 75.00 | | | | | 75.00 |
| 12 | 2-28-24 | HFR Block | 25.00 | | | | | 25.00 |
| 13 | 4-16-24 | Paul A. Hanners | 430.00 | | | | | 430.00 |
| 14 | 5-3-24 | Paul A. Hanners | 472.50 | | | | | 472.50 |
| 15 | 5-16-24 | Paul A. Hanners | 415.00 | | | | | 415.00 |
| 16 | 5-23-24 | Paul A. Hanners | 450.00 | | | | | 450.00 |
| 17 | 5-31-24 | Paul A. Hanners | 415.00 | | | | | 415.00 |
| 18 | 6-11-24 | Paul A. Hanners | 450.00 | | | | | 450.00 |
| 19 | 6-18-24 | City of Centerville | | 12,159.69 | | | | 12,159.69 |
| 20 | 6-29-24 | Paul A. Hanners | 445.00 | | | | | 445.00 |
| 21 | | | | | | | | |
| 22 | | | | | | | | |
| 23 | | | | | | | | |
| 24 | | | | | | | | |
| 25 | | | | | | | | |
| 26 | | | | | | | | |
| 27 | | | | | | | | |
| 28 | | | | | | | | |
| 29 | | | | | | | | |
| 30 | | | | | | | | |
| 31 | | | | | | | | |
| 32 | | | | | | | | |
| 33 | TOTAL DISBURSEMENTS FROM ATTACHED PAGES | | 5,767.50 | 28,746.47 | | | | 34,533.97 |
| 34 | TOTAL DISBURSEMENTS FOR YEAR | | | | | | | 34,533.97 |
| 35 | ENDING FUND BALANCE 06/30/2024 | + Cash on hand | | | | | | |
| 36 | | + Checking | | | | | | 22,492.42 |
| 37 | | + Savings | | | | | | |
| 38 | | + Other | | | | | | |
| 39 | | = Total | | | | | | |
| 40 | TOTAL TO BE ACCOUNTED FOR Total Disbursements + Ending Balance (must = Page R1 line 40) | | | | | | | 57,026.39 |

Data Acquisition Agreement Concerning Geographic Information System Data

This Data Acquisition Agreement is entered into this 25th day of July, 2024 by and between Appanoose County AND

Ulteig Engineers

(Hereinafter referred to as Customer)

(Print or Type Customer Name)

1550 Utica Ave S, Suite 160, Minneapolis, MN 55416

(Print or Type Customer Address)

Elliot Young

737-218-7550

(Print or Type Customer Contact Person)

(Print or Type Customer

Telephone Number)

Describe the intended use for the acquired data: _____

To obtain parcels for a portion of Appanoose County for Ulteig Engineering for
easement acquisition to support Alliant Energy's Electric Distribution projects.

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:_____

Parcel Shape and landowner info for Appanoose County. Our main area of
interest is the area including and surrounding Centerville Iowa

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 \$ 50.00 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:  Date 07/31/2024

Print Name: Elliot Young

Title: Lead GIS Analyst

Company or Affiliation: Ulteig Engineers

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
ifoster@appanoosecountv.net

December 4, 2023

Board of Supervisors
Appanoose County Iowa
201 North 12th
Centerville, IA 52544

Dear Madam and Sirs,

Per the "Evergreen clause" in our original engagement letter dated December 21, 2015 between Carosh Compliance Solutions and Appanoose County, it is time to discuss the renewing of our agreement for this coming year. Please note, to account for periodic delays in getting a project started, we date our renewals not from the date of the original engagement letter, but rather the date of the initial "kick-off" meeting. Your renewal date is December 27.

To date, and with the cooperation of your team, we have:

1. Conducted both the Security and Privacy Risk Assessments for the County,
2. Created and have approved the two Remediation Plans,
3. Assessed the level of HIPAA compliance of each of the departments who are a part of the County,
4. Completed the Final Master Manual and had it approved by the Board of Supervisors,
5. Conducted training for personnel in the County,
6. Released a new on-line training report, and a comparative training report,
7. Generate our opinion letter, along with related materials, attesting to the County's compliance with the HIPAA and HITECH regulations,
8. Launched new training platform,
9. Begun to identify who are the County's business associates and assessed each's compliance with the HIPAA Regulations, and
10. Continued the internal audit and monitoring program.

Moving into this next year, the tasks to accomplish would focus around:

1. Review and update the Security and Privacy Risk Assessment, for both the County and for each department within the County.
2. Review and update the related Remediation Plans, for the both the County, and for each department within the County,
3. Update, as needed, the HIPAA Policies and Procedures manual,

The information in this document is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is strictly prohibited. If you are not the intended recipient, please contact Carosh, LLC, by phone or email and destroy all copies of this document.

4. Generate our opinion letter, along with related materials, attesting to the County's compliance with the HIPAA and HITECH regulations,
5. Continue to conduct training for personnel in the County,
6. Continue the internal audit and monitoring program, and
7. Provide ongoing support (both general support and the evaluation of security incidents and managing and reporting breaches and other regulatory investigations).

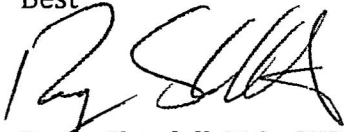
Your renewal amount will remain the same as 2022-2023.

| | |
|---------------------------------|--------------------|
| HIPAA Select Consulting Service | 8,521.00 |
| HIPAA Suite (3-seat license) | 1,690.00 |
| On-Demand Training | 850.00 |
| HIPAA Select Total | \$11,061.00 |

To continue our work together, please acknowledge the receipt of and the agreement to this letter and process the attached invoice. Alternatively, if you would like to discuss the project at any time, and/or our continued work, some alternate programs we have put in place, please contact me to schedule a time to meet.

We look forward to continuing our work with you.

Best



Roger Shindell, M.S., CHPS, CISA, CIPM
President & CEO
Carosh Compliance Solutions, llc

AGREED TO AND ACCEPTED THIS ____ DAY OF _____, 202~~3~~⁴

For: Appanoose County, Iowa

By:

Name: _____

Title: _____

Signature: _____

The information in this document is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is strictly prohibited. If you are not the intended recipient, please contact Carosh, LLC, by phone or email and destroy all copies of this document.



**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 12th Street |
| | Centerville, IA 52544 |
| Primary Contact Phone: | (641) 856-6191 |
| Primary Contact Fax: | (641) 856-8023 |
| Primary Contact Email: | khoward@appanoosecounty.net |

Services to be provided by Nyhart

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

For the fiscal years ending June 30, 2024 and June 30, 2025, 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
- Interim GASB 75 report

Fees for services provided by Nyhart

| <u>Service</u> | <u>Fee</u> |
|--|-------------------|
| FYE 6/30/2024 – GASB 75 full actuarial valuation report | \$4,300 |
| FYE 6/30/2025 – GASB 75 interim actuarial valuation report | \$2,400 |

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

Additional services available if requested by Client

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

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

Relationship of the Parties

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

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

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

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

Client Responsibilities and Representations

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

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

Dispute Resolution

Nyhart and Client agree that before commencing any action or proceeding with respect to any dispute between the parties arising out of or relating to this Agreement or the Services they first shall attempt to settle such dispute through consultation and negotiation in good faith and in a spirit of mutual cooperation. Any such dispute will be submitted in writing to a panel of one (1) senior executive or official of each of Nyhart and Client, who will promptly meet and confer in an effort to resolve such dispute. Each party's representative will be identified by notice to the other, and may be changed at any time thereafter by notice to the other. Any mutually agreed decisions of the executives will be final and binding on the parties. In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, either party may then refer such dispute to mediation by a mutually acceptable mediator to be chosen by Nyhart and Client within forty-five (45) days after written notice by either party demanding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. All communications and discussions in

furtherance of this paragraph shall be treated as confidential settlement negotiations, which are not subject to discovery. The costs of the mediator shall be shared equally, but each party shall pay its own attorneys' fees.

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

Indemnification and Limitation of Liability

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

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

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



Acceptance

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

Appanoose County

By: _____

Printed Name: _____

Date: _____

Nyhart

By: _____

Printed Name: _____

Date: _____

BOND TO INSURE AGAINST DOUBLE PAYMENT

Date: July 1, 2024

Office of Auditor, Appanoose County, Centerville, Iowa

WHEREAS, on or about the 6th day of May, 2024
there was issued from the above named office

CHECK # 69854 FUND # 70000

AMOUNT \$151.43 ACCOUNT # 70000 10600 413 68

PAYABLE TO Wex Bank
PO Box 6293
Carol Stream, IL 60197-6293

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

WHEREAS, Wex Bank 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 Wex Bank is held and firmly bound unto Appanoose County
and the Auditor in the sum of One Hundred Fifty-One & 43/100 (\$151.43)
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.

Kristine M Jacobs Sr Analyst
Signed this 07/15 day of July, A.D. 20 24

} SIGN

Payee or Authorized Signer

Florida

STATE OF ~~IOWA~~, COUNTY OF Lee

This instrument was acknowledged before me on 7/15/2024
(Date)

by Kristine Jacobs

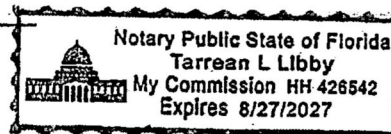
Payee or Authorized Signer

Janean Z. Tubley

Signature of Notary Public

Notary Public / Collections Support &
Title Admin Team Wex Bank

My Commission Expires 8/27/2027



} NOTARY



MMP Short Form for Annual Updates

CASHIER'S USE ONLY

0473-542-4738-0431

Facility Name

Facility ID #

Iowa law requires annual updated MMPs and fees to be submitted on or before the 1st of the month due. If the update is not submitted by the due date, DNR issues a Notice of Violation. If a complete update and fees are not submitted by the end of the month it is due, the late submittal is referred to DNR legal services for enforcement action, including a \$3,000 penalty. For facilities with IDALS 200A certification, include a copy of the certification and compliance fees with this form to meet annual update requirements.

Instructions:

1. Fill in name, ID number, location, and owner/contact information. Check applicable box(es) below. Sign (facility owner) and date the form.
2. Make copies of this form for yourself, each county and the DNR field office. Submit copy to each county and have each county sign the form.
3. Submit a signed (by each county and facility owner) form to the appropriate DNR Field Office.

| | | | |
|---------------------------|---------------------------|----------------|---------------|
| Facility Name: | White Pork | Facility ID #: | 65977 |
| Facility Address: | 24391 610st St. | Exline | IA 52555 |
| | (Address) | (City) | (State) (Zip) |
| Owner's Name: | White Pork, LLC | Phone Number: | 641-895-8014 |
| Mailing Address: | 22979 Dewey Rd. | Centerville | IA 52544 |
| | (Address) | (City) | (State) (Zip) |
| Email Address (optional): | | | |
| Contact Name: | Brian Ritland | Phone Number: | 641-648-7300 |
| Mailing Address: | 620 Country Club Rd. | Iowa Falls | IA 50126 |
| | (Address) | (City) | (State) (Zip) |
| Email Address (optional): | britland@pinnacleiowa.com | | |

Prior to making changes in manure management practices, update the on-site copy to show actual changes. Please select changes below and include all changes in your current, on-site MMP.

- ☐ I have made no changes to my MMP.
- ☐ I have added acres; ☒ changed crop rotation or optimum yields; ☐ changed application method; ☐ used manure analysis.
- ☐ I am electing to be a small animal feeding operation (SAFO) or facility capacity has changed (**Contact your local DNR Field Office**).
- ☐ I have made other changes to my MMP. Describe: _____

Signature of Facility Owner: _____ Date: 7-22-24

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

| | | |
|-------------------|-------------------------|-----------------|
| County: Appanoose | Signature: Kelly Howard | Date: 7/24/2024 |
| County: _____ | Signature: _____ | Date: _____ |
| County: _____ | Signature: _____ | Date: _____ |

For DNR to approve the update, submit on this form, check at least one box above, have each county and the facility owner sign and date, and pay the correct fees.

Calculate the Animal Unit Capacity (AUC): multiply the maximum number of each species confined at one time by the appropriate factor indicated below, then add all animal units together and multiply by \$0.15:

| ANIMAL SPECIES | (Max Capacity) | X (FACTOR) | AUC |
|--|----------------|------------|-----|
| Slaughter or feeder cattle | | 1.0 | |
| Immature dairy cattle | | 1.0 | |
| Mature dairy cattle | | 1.4 | |
| Swine over 55 lbs. | 2480 | 0.4 | 992 |
| Swine 15 lbs. to 55 lbs.; Sheep; Goats | | 0.1 | |
| Horses | | 2.0 | |
| Turkeys 7 lbs. or more | | 0.018 | |
| Turkeys less than 7 lbs. | | 0.0085 | |
| Broiler or layer chickens 3 lbs. or more | | 0.01 | |
| Broiler or layer chickens less than 3 lbs. | | 0.0025 | |
| Fish | | 0.001 | |

| | |
|------------------------|--------------------|
| Fee/AU | Compliance Fee Due |
| Total AUC 992 X \$0.15 | \$ 148.80 |