



HARDIN COUNTY
Board of Supervisors

Wednesday, January 29, 2020

1. 9:00 A.M. Call To Order
Courthouse Large Conference Room
2. Pledge Of Allegiance
3. Approval Of Agenda
4. Approval Of Minutes

Documents:

[01-22-2020 MINUTES.PDF](#)

5. Approval Of Claims For Payment

Documents:

[VENDOR PUBLICATION REPORT 1-29-20.PDF](#)

6. Utility Permits & Secondary Roads Department
7. Appointment To Iowa River Trail - Hardin Board
8. Economic Development Advisory Council Funding Request

Documents:

[LETTER RE SBDC FUNDING REQUEST.PDF](#)

9. Becky Schipper, Re: Questions On Economic Development
10. Actuarial Services Agreement With SilverStone Group Inc.

Documents:

[ACTUARIAL SERVICES AGREEMENT.PDF](#)

11. Clarification By County Attorney Of Resolution On Chapter 459 Public Hearings And Written Comment

Documents:

[RESOLUTION ON POLICY FOR CHAPTER 459 PUBLIC COMMENT AND PUBLIC HEARING.PDF](#)

12. Change Of Status – Community Services

Documents:

[CHANGE OF STATUS - COMMUNITY SERVICES.PDF](#)

13. Change Of Status – Property Management

Documents:

[CHANGE OF STATUS - PROPERTY MANAGEMENT.PDF](#)

14. Change Of Status – Sheriff's Office

Documents:

[CHANGE OF STATUS - SHERIFF.PDF](#)

15. Public Comments

16. Other Business

17. Adjournment/Recess

18. 9:30 A.M. Drainage

[VIEW REGULAR DRAINAGE MEETING AGENDA](#)

Courthouse Large Conference Room

19. 11:00 A.M. Zoning Ordinance Work Session

Courthouse Large Conference Room

HARDIN COUNTY BOARD OF SUPERVISORS
MINUTES – JANUARY 22, 2020
WEDNESDAY - 9:00 A.M.
COURTHOUSE LARGE CONFERENCE ROOM

Chair Lance Granzow called the regular Board meeting to order. Also present were Supervisors BJ Hoffman and Reneé McClellan; and Jerry Kramer, Taylor Roll, Jessica Sheridan, Matt Jones, Curt Groen, Jessica Lara, Thomas Craighton, Machel Eichmeier, Lori Kadner, Julie Duhn, Dave McDaniel, Darrell Meyer, Angela De La Riva, Linn Adams, Dave Dunn, Justin Ites, and Angela Silvey.

The Pledge of Allegiance was recited.

McClellan moved, Hoffman seconded to approve the agenda as posted. Motion carried.

Hoffman moved, McClellan seconded to approve the minutes of January 15, 2020. Motion carried.

McClellan moved, Hoffman seconded to approve the January 22, 2020 claims for payment. Motion carried.

Utility Permits: None.

Secondary Roads Department:

County Engineer Taylor Roll provided a departmental update. No action necessary; informational only.

Hoffman moved, McClellan seconded to set the time and date for the public hearing on FY 2020/2021 proposed County maximum property tax dollars for February 12, 2020, at 9:02 a.m. in the Courthouse Large Conference Room. Motion carried.

Hoffman moved, McClellan seconded that Resolution No. 2020-04, Construction Evaluation Resolution, be adopted. Roll Call Vote: “Ayes” Hoffman, McClellan, and Granzow. “Nays” None. Resolution No. 2020-04 is hereby adopted as follows:

Where upon Board Member Hoffman moved that the following resolution be adopted:

RESOLUTION #2020-04

CONSTRUCTION EVALUATION RESOLUTION

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

WHEREAS, only counties that have adopted or re-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 or re-adopted a construction evaluation resolution and submitted an adopted recommendation may contest the DNR’s decision regarding a specific application; and

WHEREAS, by adopting or re-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, 2020 and January 31, 2021 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 as provided by law;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HARDIN COUNTY that the Board of Supervisors hereby adopts this construction evaluation resolution pursuant to Iowa Code section 459.304(3). The Hardin County Auditor shall before January 31, 2020, provide a copy of this resolution to the Iowa Department of Natural Resources, Wallace State Office Bldg, 502 East 9th Street, 4th Floor, Des Moines, Iowa 50319-0034.

/s/ Lance Granzow

Chair, Board of Supervisors

Date: 1/22/2020

ATTEST:

/s/ Jessica Lara

County Auditor

Date: 1/22/2020

McClellan moved, Hoffman seconded that Resolution No. 2020-05, Policy for Chapter 459 Public Comment and Public Hearing, be adopted. Roll Call Vote: "Ayes" McClellan, Hoffman, and Granzow. "Nays" None. Resolution No. 2020-05 is hereby adopted as follows:

Where upon Board Member McClellan moved that the following resolution be adopted:

RESOLUTION #2020-05

POLICY FOR CHAPTER 459 PUBLIC COMMENT AND PUBLIC HEARING

WHEREAS, the Hardin County Board of Supervisors has re-adopted a construction evaluation resolution relating to the construction of a confinement feeding operation structure; and

WHEREAS, counties that have adopted or re-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, Iowa Code 459.304(2)(a) provides that "the board *shall* provide for comment" on a construction application, and Iowa Code 459.304(2)(b) provides that "the board *may* hold a public hearing", and Iowa Code 459.304(2)(a)(2)(f) provides that the board has authority to set "the procedures for providing public comments to the board"; and

WHEREAS, Iowa Code 459.304(3)(b) provides that if the board has adopted a construction evaluation resolution, the board must conduct an evaluation using the master matrix; and "The board's recommendation *may* be based on the master matrix or *may* be based on comments under this section regardless of the results of the master matrix"; and

WHEREAS, Iowa Code 459.304(5)(b) provided that if the board's disapproval of an application is based on the matrix, the Iowa DNR's review based on the matrix shall prevail, and Iowa Code 459.304(5)(b) provides that if the board's disapproval of an application is based on something other than the matrix, the Iowa DNR will consider any timely comments that relate to requirements of Iowa Code 459; and

WHEREAS, the Board desires to establish procedures for efficiently receiving and effectively utilizing public comments;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HARDIN COUNTY that the Board of Supervisors hereby adopts the attached policy and procedures for public comment and public hearing, which are incorporated herein by this reference, relative to applications under Iowa Code Chapter 459.

/s/ Lance Granzow
Chair, Board of Supervisors
Date: 1/22/2020

ATTEST:
/s/ Jessica Lara
County Auditor
Date: 1/22/2020

HARDIN COUNTY BOARD OF SUPERVISORS
POLICY FOR CHAPTER 459 PUBLIC COMMENT AND PUBLIC HEARING

POLICY STATEMENT

The Board has adopted a construction evaluation resolution. By law the Board has the right to submit comment to the Iowa DNR on construction applications. By law the people have the right to submit comment to the Board under procedures adopted by the Board. While the Board is not obliged to do so, by law the Board can extend to the public the privilege of public hearing. The Board supports local involvement in government and elects to hold public hearings, but also encourages the public to contact Board members on this and any issue. The following procedures for public comment and public hearing are intended to afford the public an opportunity to bring to the attention of the Board, in an orderly and civil manner, information appropriate for consideration under the law. Ultimately, all construction applications are approved or denied by the Iowa DNR under the master matrix and only factors set forth under Iowa Code Section 459.

PROCEDURES FOR PUBLIC HEARING

The public hearing is the public's opportunity to address the Board with pertinent information and argument for or against a construction application. The public should not expect the Board to engage in debate. The public hearing is the chance for local officials to hear directly from their constituents. The manner of receiving public comment at a public hearing shall be at the discretion of the Board Chair. Failure to comply with these procedures will result in sanctions.

PROCEDURES FOR PUBLIC COMMENT

Any member of the public can submit written comment to the Board under the following procedures. Any written comment that does not conform to these procedures will not be considered by the Board and will not be part of the record submitted to the Iowa Department of Natural Resources.

1. Written comment shall be received by the Board Chair at or before the time of holding a public hearing held under Chapter 459.304.
2. All written comments shall clearly and expressly state whether the comment is for or against approval of the construction application.
3. Written comments shall be limited to one per person and include the person's name and address.
4. All written comments shall clearly and expressly identify the statutory provision(s) of Iowa Code Section 459 that form(s) the basis for or against the application. The lawful grounds that can be considered by the Iowa DNR in denying an application are set forth in Attachment A.

ATTACHMENT A

County comments to the Iowa DNR regarding a construction application under Chapter 459 must relate to compliance with the legal requirements for construction of the

confinement operation. Only comments related to such grounds will be considered by the Iowa DNR. For this reason the public comment is likewise limited.

Issues upon which a county and public may comment include:

1. Non-compliance with the matrix.
2. The existence of an object or location not included in the construction permit application that is subject to a separation distance as provided in Iowa Code SS 459.202, 459.203 & 459.310.
3. The suitability of soils and the hydrology of the site where construction or expansion of a confinement feeding operation or related animal feeding operation structure is proposed.
4. The availability of land for the application of manure originating from the confinement feeding operation.
5. Whether the construction or expansion of a proposed animal feeding operation structure will impede drainages through established tile lines, laterals, or other improvements which are constructed to facilitate the drainage of land not owned by the person applying for the construction permit.

Grounds that will NOT support denial of an application:

Loss of property value
Odor
Dust
Traffic
Noise
Loss of enjoyment of life

Linn Adams, Community Services Director, reviewed details of the ISAC Wellness Program. Hoffman moved, McClellan seconded to approve the ISAC Wellness Program Agreement. Motion carried.

Hoffman moved, McClellan seconded to approve the ISAC Business Associate Agreement. Motion carried.

Jerry Kramer, President, Faith in Action Advisory Board, which assists the Friendship Club Board, advised his board voted to pursue making the Friendship Club a 501(c)(3) organization. Hoffman moved, McClellan seconded to accept the recommendation of the FIA Advisory Board for organizational structure. Motion carried.

McClellan moved, Hoffman seconded to approve the pay increase of Luke Davison, Roadside Vegetation Management Specialist, to a rate of \$18.78/hour, effective 1/18/2020. Motion carried.

Hoffman moved, McClellan seconded to approve the hiring of Travis Prochaska, Secondary Roads Heavy Equipment Operator, at a rate of \$21.39/hour, effective 01/22/2020. A 25 cent/hour raise is available after a 6-month probationary period. Motion carried.

Public Comments:

Duhn asked about case developments in a bridge accident. Further, Duhn commented on the CAFO debate in the Statehouse being stifled by outside interests.

County Auditor Jessica Lara reminded voters the February 3 caucuses are administered by the political parties and the parties have already pulled their participant lists. She encouraged voters wishing to change their political affiliation to arrive early at their caucus location to register.

Other Business: None.

Hoffman moved, McClellan seconded to adjourn. Motion carried.

At 10:00 a.m. the Board met for an IRVM RFP pre-proposal meeting. Present: Supervisors Granzow, Hoffman, and McClellan; and Luke Davison, Brent Perry, Taylor Roll, Don Reffer, Wes Faris, and Angela Silvey.

Roll and the Supervisors responded to questions about the County's 2020 roadside herbicide application program. Don Reffer, B&W Control Specialists, provided insights into his company's practices as well as spraying programs in other counties.

At 10:42 a.m. Hoffman exited the meeting.

McClellan moved, Granzow seconded to adjourn at 10:51 a.m. Motion carried.

At 3:00 p.m. the Board met with Tom Schuetz, Group Services, regarding Wellmark health insurance. Also present: Supervisors Granzow, Hoffman, and McClellan; and Machel Eichmeier, Becca Junker, Lori Kadner, Darrell Meyer, and Angela Silvey.

Schuetz presented the Board with preliminary health insurance renewal rates for FY 2020/2021. Schuetz cautioned final rates will be higher due to special circumstances.

Schuetz also presented financial analyses from FY 2019/2020 and FY 2018/2019, along with plan projections should the County raise its stop loss deductible.

Discussion was held on feasibility of offering health savings accounts in the Hardin County Plan. Schuetz will ask Blue Cross for figures on HSA plans with \$3,500 and \$5,000 deductibles.

Hoffman moved, McClellan seconded to adjourn at 4:26 p.m. Motion carried.

Lance Granzow, Chair
Board of Supervisors

Jessica Lara
Hardin County Auditor

Claims Paid - January 29, 2020

Ackley Housing Inc, Landlord	\$350.00
Ackley Publishing Co. Inc	\$1,110.00
Alliant Energy	\$3,166.36
Angela De La Riva	\$175.95
Black Hawk County Auditor	\$70.00
Black Hills Energy	\$193.77
Bremer County Sheriff	\$45.45
Builders FirstSource	\$45.98
C.J. Cooper & Assoc Inc.	\$105.00
Carol J Fletcher	\$24.75
Casey's General Store	\$109.01
Central Iowa Distr Inc	\$1,479.75
Central Lock & Key, Inc	\$930.00
CenturyLink	\$787.69
Cintas Corporation	\$213.52
Connie J Mesch	\$50.00
Daryl D Albertson	\$21.39
Des Moines Stamp Mfg Co	\$74.15
Esther Christopher	\$32.25
Fareway Food Stores	\$120.00
Frank Dunn	\$1,598.00
Galls Incorporated	\$566.46
GATR of Des Moines, Inc	\$2,348.67
GECRB/AMAZON	\$1,024.19
Hansen Family Hospital	\$1,430.00
Hardin County Office Supplies	\$42.99
Henderson Products Inc	\$401.67
IACCS	\$40.00
Ian Levis	\$48.00
Iowa Law Enforcement Academy	\$50.00
JL Time & Attendance Company	\$53.00
John O'Brien	\$52.50
Jordan Casey	\$34.50
Knight's Sanitation	\$181.00
Lynette Miller	\$34.50
Machel R Eichmeier	\$82.26
Maggie Vanderwilt	\$30.45
Marla Kay Williams	\$273.90
Mary Gast	\$15.00
McKesson Medical Surgical	\$498.65
Michael Jensen	\$42.60
Michael Rieber	\$45.75
Midland Power Cooperative	\$1,898.21
Murphy Tractor & Equipment	\$396.77
NAPA Auto Parts	\$35.70
Pauline Lloyd	\$36.30
Petroblend	\$2,726.15
Pomp's Tire Service	\$3,500.00
Quaker Security LLC	\$1,215.00
Racom Corporation	\$58.74
Raul Garza	\$47.10
Raymond Miller	\$43.50
RC Systems- Waterloo Office	\$680.00
Renee Springston	\$26.75
Sabre Industries	\$16,500.00
Sadler Power Train Inc	\$1,325.00
Showroom Auto Inc	\$225.00
Sirchie Fingerprint Labs	\$79.60
Storey Kenworthy	\$40.46
Summit Food Service LLC	\$3,970.72
Times Citizen	\$658.56
Todd Bicknese	\$115.00
Treasurer, State of Iowa	\$146.00
Tyler Technologies Inc	\$137.50
Van Wall Equipment	\$371.03
Walmart Community	\$7.35
William J Hoffman	\$362.88
Windstream Communications	\$1,113.54

Grand Total

\$53,715.97

**Lance Granzow, Chair
Board of Supervisors**

**Jessica Lara
Hardin County Auditor**



HARDIN COUNTY

Economic Development

ANGELA DE LA RIVA | DIRECTOR
1215 EDGINGTON AVENUE
ELDORA, IA 50627
PHONE: 641-373-0114
ADELARIVA@HARDINCOUNTYIA.GOV

January 21st, 2020

Board of Supervisors,

I am writing at the request of the Hardin County Economic Development Advisory Council who has recommended to the Board of Supervisors that the County provide \$2,500 in LOST dollars to help fund the North Central Iowa Small Business Development Center. In the past Hardin County has contributed to the SBDC for their assistance in Hardin County. The SBDC offers services including Business Planning, Customer Discover, Financing Opportunities, Cash Flow Projections, Financial Analysis, Loan Proposal Assistance, Business Growth Strategies, Marketing Strategies, Business Transition, Export Assistance and Startup Assistance. They also provide numerous, free, workshops including Search Engine Optimization, QuickBooks, Social Media Strategies and Startup Basics.

These are all services will help both the IFADC and HCED by alleviating some processes and help expand our knowledge in these areas we can provide to Hardin County and will ultimately allow us to have a greater capacity to work on a greater number of projects.

Sincerely,

Angela De La Riva, Director

Hardin County Economic Development

ACTUARIAL SERVICES AGREEMENT

BETWEEN

SILVERSTONE GROUP, INCORPORATED

AND

HARDIN COUNTY, IOWA

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Actuarial Services Agreement

THIS ACTUARIAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective as of the ____ day of _____, 2020 (the “Effective Date”), by and between SilverStone Group, doing business from Omaha, Nebraska, (hereinafter referred to as “SilverStone Group”), and Hardin County, Iowa (hereinafter referred to as the “Client”).

WITNESSETH

WHEREAS, the Client maintains several employee benefit plans which are under the general management and administration of the Client.

WHEREAS, subject to the terms and conditions set forth herein, the Client deems it appropriate to engage SilverStone Group to provide certain actuarial services for the plans, and SilverStone Group desires to accept such engagement.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Contract for Services.** The Client hereby contracts with SilverStone Group for their services as actuaries to the plans, and SilverStone Group hereby accepts such contract and agrees to provide such services in accordance with this Agreement.
2. **Actuarial Services.** SilverStone Group shall render such services as actuaries to the plans as requested by the Client. Such services shall specifically include, but shall not be limited to, the services described as follows:
 - a. **Actuarial Valuation and Report**
 - i. **Governmental Accounting Standards Board GASB 75**
 - Analyze the data prepared by the Client to assess any inconsistencies and make recommendations for enhancing data quality
 - Measurement of the Present Value of Future Benefits (PVFB) as of the date of compliance with GASB 75
 - Measurement of the Actuarial Accrued Liability (AAL), or Total OPEB Liability, as of the date of compliance with GASB 75
 - Calculation of the Net OPEB Liability as of the date of compliance with GASB 75
 - Calculation of the OPEB Expense for the fiscal year of compliance with GASB 75 which would be the basis for the reported annual cost of the plans for accounting purposes, and
 - Schedule of the Deferred Inflows and Outflows of Resources that will be disclosed in the Client’s financial reports for the fiscal year in compliance with GASB 75

- b. Assist in preparation of the necessary material for the Comprehensive Annual Financial Report to comply with GASB reporting and disclosure requirements. Provide tools or direction in complying with the requirements after engagement is complete.
- c. As appropriate and if requested, prepare an analysis on how establishing a trust or equivalent arrangement would affect the interest rate assumption. Timing considerations of establishing the trust should also be considered.
- d. As appropriate and if requested, provide recommendations on managing the OPEB liability. This may include changes in benefit design or retiree contributions, including specific recommendations and options.
- e. As appropriate and if requested, review and update plan documents and design. Make recommendations as to formalizing informal plans and procedures.

f. General Actuarial Consulting Services

Relating to: (i) administration of the plans; (ii) general trends in actuarial practices; and (iii) changes in federal legislation and regulations, all upon request by the Client.

g. Attendance at Meeting

If requested, the actuary may attend a meeting to review and discuss results of the annual actuarial valuation. We will distribute and discuss a management summary of the valuation at the annual meeting.

h. Additional Valuation Results

At the request of the Client, SilverStone Group will extend the actuarial valuation analysis to determine the effect on annual costs and the funded status of the plans as a result of:

- a change in actuarial assumptions or actuarial methods
- a change in eligibility requirements of existing benefit provisions
- changes in benefit provisions

i. Report to Auditors/Assisting Auditors

At the request of the Client, SilverStone Group will respond to the auditor's request for information regarding the annual actuarial valuation and financial disclosures that may be needed to provide the audit confirmation.

3. **Other Consulting Services.** SilverStone Group will provide, at the Client's request, additional consulting services to the plans. These services may include, but are not limited to, (i) additional meetings; (ii) plan design analysis; (iii) merger/acquisitions and impact on the existing plans or the plans of acquired entities; (iv) plan document or plan summary reviews; (v) any other actuarial or administrative consulting services deemed necessary or appropriate by the plans of the Client; (vi) suggestions/recommendations by SilverStone Group.
4. **Actuarial Fees.** As consideration for any of the services set forth in Paragraphs 2 and 3 above, the Client agrees to pay SilverStone Group fees based on any direct expenses, any related travel expenses and hourly time charges based on the time recorded to complete the services and the hourly billing rates for the designated personnel as follows:

Principal Actuary	\$260
OPEB Actuarial Analyst	\$175
Group Medical Consultant	\$300

However, for the 2020 fiscal year valuation, SilverStone Group will guarantee the maximum fees to complete the services set forth in Paragraph 2a and 2b will be no more than \$4,850. The maximum fees will be no more than \$1,200 for services set forth in Paragraph 2g.

Hourly rates for years following 2019 may be increased to reflect trends in hourly rates, but any increase will not exceed 5% for each year following 2019.

5. **Invoices.** SilverStone Group shall provide the Client with quarterly invoices not later than the twenty-fifth (25th) day of the month following each calendar quarter. These invoices shall set forth the amount of fees above for the preceding calendar quarter.

Payment for services must be made within 30 days of receipt of invoice. Payments made subsequent to such period, shall be subject to a late charge and interest at a rate of 5%.

6. **Term.** The term of this Agreement shall commence on the Effective Date, and shall continue through December 31, 2022, unless terminated before that time by the Client. The continuation of the agreement shall be contingent upon the periodic review by the Client of the services being provided by SilverStone Group. This Agreement may be renewed for additional annual periods by mutual written agreement by both parties.
7. **Termination.** The Client may terminate this Agreement at any time, with or without cause, by providing delivery of at least 60 days' advance written notice to SilverStone Group. In the event that the Client exercises its right to terminate the Agreement as provided in this Paragraph 7, SilverStone Group shall be entitled to payment pursuant to Paragraph 5 hereof for services actually rendered to the Client prior to the date of termination.

SilverStone Group may terminate this agreement at any time, with or without cause, by providing delivery of at least 60 days written advance notice to the Client.

8. **Indemnification of the Plans.** SilverStone Group shall defend, indemnify and hold the Client harmless from and against any and all claims, suits, losses, liabilities, costs, damages and expenses, including reasonable attorneys' fees and court costs, suffered or incurred by the Client arising from or as a result of negligence, fraud or willful misconduct by SilverStone Group or any representative, agent or employee of SilverStone Group, or any such party's failure to perform its duties and obligations under this Agreement.

The Client shall defend, indemnify and hold SilverStone Group harmless from and against any and all claims, suits, losses, liabilities, costs, damages and expenses, including reasonable attorney's fees and court costs, suffered or incurred by SilverStone Group arising from or as a result of negligence, fraud or willful misconduct by the Client or any representative, agent or employee of the Client or any such party's failure to perform its duties and obligations under this Agreement.

9. **Insurance.** From and after the Effective Date and continuing throughout the term of this Agreement, SilverStone Group shall, at its sole cost and expense, carry and maintain in full force and effect a professional liability/errors and omissions insurance policy with a policy limit of not less than Fifteen Million Dollars (\$15,000,000), issued by an insurance company. SilverStone Group shall provide the Client with a certificate evidencing such coverage. SilverStone Group shall provide the Client with not less than sixty (60) days prior written notice of any proposed change in the type, coverage or amount of insurance required hereunder.
10. **Access to and Ownership of Files and Information.** SilverStone Group hereby acknowledges and agrees that the Client and the Client's authorized representatives, agents and employees shall have access to and the right to examine, inspect, audit, transcribe and copy during SilverStone Group's normal business hours, any and all accounts, books, documents, records and papers relating to the services provided pursuant to this Agreement. All such examinations shall be at the Client's expense and shall be conducted in a manner which preserves the confidentiality of SilverStone Group's records and business operations.

All intellectual property rights (such as copyrights and trade secrets) relating to materials and information developed by or relating to the plans and disclosed or supplied to SilverStone Group under this Agreement (the "Plans Information") will belong exclusively to the Client. All intellectual property rights (such as copyrights and trade secrets) relating to SilverStone Group's work product (including all materials and information developed by SilverStone Group in the course of performing services under this Agreement, but excluding Plans Information) ("SilverStone Group's Work") will belong exclusively to SilverStone Group. If personnel of SilverStone Group incorporate into SilverStone Group's Work any information relating to the plans to which SilverStone Group's confidentiality obligations under this Agreement apply, the information so incorporated into SilverStone Group's work will be and remain subject

to such confidentiality obligations. SilverStone Group hereby grants to the Client the perpetual and unrestricted right to use, reproduce and incorporate into other work all SilverStone Group's work delivered to the Client under this Agreement for any internal business purpose of the Client.

11. **Confidential Treatment of Plan Files and Information.** SilverStone Group acknowledges and agrees that, in the course of rendering their actuarial services and otherwise performing their duties and obligations hereunder, they shall be provided and entrusted with the safekeeping of certain documents and information relating to the Client and its property and accounts (hereafter referred to as "Plans Files"). All such Plans Files shall at all times during the term of this Agreement and for a period of five (5) years thereafter, be treated by SilverStone Group as strictly confidential and sensitive proprietary business information. SilverStone Group shall maintain commercially reasonable policies and procedures to ensure the confidentiality and safekeeping of such Plans Files and shall not, except in accordance with the express terms of this Agreement or with the prior written consent of the Client, disclose or permit the disclosure of any Plans Files to any person or entity whatsoever other than SilverStone Group's employees, officers and agents directly assigned to provide actuarial services to the plans hereunder, each of which shall be provided with such Plans Files solely on a "need-to know" basis and shall be bound by the confidentiality provisions of this Paragraph 11. The parties hereto acknowledge and agree that the confidentiality provisions set forth in this Paragraph 11 shall not apply to: (i) information which is already known to SilverStone Group prior to disclosure by the Client; (ii) information which is in the public domain or is otherwise generally available to the public; (iii) information which is available to SilverStone Group from third parties, which third parties and information are not subject to non-disclosure obligations to the Client; or (iv) information which is independently developed by SilverStone Group. Furthermore, in the event any court or regulatory order or other service of legal process requires SilverStone Group to disclose information subject to the confidentiality provisions of this Paragraph 11, SilverStone Group, after providing written notice to the Client as soon as reasonably possible after receipt of any such order or service of process, shall be permitted to make any disclosure required by law. SilverStone Group further agrees to cooperate with the Client in responding to any such orders. SilverStone Group acknowledges and agrees that any breach, attempted breach or repudiation of the confidentiality requirements set forth in this Paragraph 11 would produce irreparable harm and injury to the Client and therefore agree that specific performance and/or injunctive relief, in addition to any other remedies available to the Client at law or in equity, shall be remedies available to prevent the breach, attempted breach or repudiation of this Paragraph 11.
12. **Integrated Agreement; Severability.** This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof. No other prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the parties relating to the subject matter hereof and not embodied in this Agreement, shall be of any force or effect. This Agreement shall not be modified except in a writing signed by all parties hereto. If any provision of this Agreement shall for any reason be held to be invalid, unenforceable, or contrary to public policy,

- whether in whole or in part, the remaining provisions shall not be affected by such holding.
13. **Governing Law.** The statutes, regulations, and judicial interpretations of the laws of the State of Iowa shall determine all questions arising with respect to the provisions of this Agreement, except to the extent federal statutes supercede the laws of the State of Iowa.
 14. **Actuarial Personnel.** SilverStone Group shall at all times throughout the term of this Agreement maintain a team of qualified professionals comprised of designated full-time employees/ principals of SilverStone Group who are permanently assigned to monitor, oversee and provide on a daily basis all of the actuarial services to be provided to the plans hereunder, and to receive and address all concerns communicated by the Client. The Client, in its sole discretion, shall have the right to demand the replacement of any individuals assigned to provide actuarial services to the Client hereunder, in which case SilverStone Group shall immediately replace such person(s) with qualified replacements acceptable to the Client in its sole discretion. SilverStone Group shall provide the Client with not less than thirty (30) days advance written notice of any personnel changes or changes in SilverStone Group's management or organizational structure which may have an impact on SilverStone Group's performance hereunder. SilverStone Group shall use its good faith best efforts to minimize any disruption or interference with the actuarial services provided to the Client as a result of any such management, organizational or personnel changes.
 15. **Limitation of Liability.** Except for fraud, gross misconduct or willful misconduct by SilverStone Group, its affiliated companies, shareholders, associates or Board members, neither party will be liable to the other party for any indirect, consequential, incidental, special or punitive damages, including but not limited to loss of profit, income or savings, even if advised of such possibility, and neither party's total liability arising out of or related to this proposal for services under any theory of law will exceed the total remuneration payable by the Client, to SilverStone Group in the 12 months before the accrual of the cause of action giving rise to liability.
 16. **Dispute Resolution.** Any controversy, dispute or questions arising out of, in connection with or in relation to this agreement, between the Client and SilverStone Group, its affiliated companies, shareholders, associates, or Board members or its interpretation, performance or nonperformance or any breach thereof shall be resolved through mediation before a mediator mutually agreed upon by the parties. In the event mediation fails to resolve the dispute within 30 days after a mediator has been agreed upon or such other longer period as may be agreed to by the parties, such controversy, dispute or question shall be settled by arbitration in accordance with the rules of the American Arbitration Association as applied to Nebraska by a sole arbitrator. Any court having jurisdiction thereof may enter a judgment upon the award rendered by the arbitrator. Each party will advance ½ of the cost for the arbitration. The prevailing party will be entitled to the right to record any judgment in any and all jurisdictions in order to enforce the judgment and an allocation of cost within accordance with the arbitrator's decision.

IN WITNESS WHEREOF, the Client and SilverStone Group have duly executed this **ACTUARIAL SERVICES AGREEMENT** effective as of the day and year first above written.

CLIENT:

CONSULTANT:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Addresses

Hardin County
1215 Edgington Avenue, Suite 1
Eldora, IA 50627

SilverStone Group, Incorporated
11516 Miracle Hills Drive, Suite 100
Omaha, NE 68154

Where upon Board Member _____ moved that the following resolution be adopted:

RESOLUTION #2019-_____

POLICY FOR CHAPTER 459 PUBLIC COMMENT AND PUBLIC HEARING

WHEREAS, the Hardin County Board of Supervisors has re-adopted a construction evaluation resolution relating to the construction of a confinement feeding operation structure; and

WHEREAS, counties that have adopted or re-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, Iowa Code 459.304(2)(a) provides that “the board *shall* provide for comment” on a construction application, and Iowa Code 459.304(2)(b) provides that “the board *may* hold a public hearing”, and Iowa Code 459.304(2)(a)(2)(f) provides that the board has authority to set “the procedures for providing public comments to the board”; and

WHEREAS, Iowa Code 459.304(3)(b) provides that if the board has adopted a construction evaluation resolution, the board must conduct an evaluation using the master matrix; and “The board’s recommendation *may* be based on the master matrix or *may* be based on comments under this section regardless of the results of the master matrix”; and

WHEREAS, Iowa Code 459.304(5)(b) provided that if the board’s disapproval of an application is based on the matrix, the Iowa DNR’s review based on the matrix shall prevail, and Iowa Code 459.304(5)(b) provides that if the board’s disapproval of an application is based on something other than the matrix, the Iowa DNR will consider any timely comments that relate to requirements of Iowa Code 459; and

WHEREAS, the Board desires to establish procedures for efficiently receiving and effectively utilizing public comments;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HARDIN COUNTY that the Board of Supervisors hereby adopts the attached policy and procedures for public comment and public hearing, which are incorporated herein by this reference, relative to applications under Iowa Code Chapter 459.

Chair, Board of Supervisors

Date: _____

ATTEST:

County Auditor

Date: _____

HARDIN COUNTY BOARD OF SUPERVISORS
POLICY FOR CHAPTER 459 PUBLIC COMMENT AND PUBLIC HEARING

POLICY STATEMENT

The Board has adopted a construction evaluation resolution. By law the Board has the right to submit comment to the Iowa DNR on construction applications. By law the people have the right to submit comment to the Board under procedures adopted by the Board. While the Board is not obliged to do so, by law the Board can extend to the public the privilege of public hearing. The Board supports local involvement in government and elects to hold public hearings, but also encourages the public to contact Board members on this and any issue. The following procedures for public comment and public hearing are intended to afford the public an opportunity to bring to the attention of the Board, in an orderly and civil manner, information appropriate for consideration under the law. Ultimately, all construction applications are approved or denied by the Iowa DNR under the master matrix and only factors set forth under Iowa Code Section 459.

PROCEDURES FOR PUBLIC HEARING

The public hearing is the public's opportunity to address the Board with pertinent information and argument for or against a construction application. The public should not expect the Board to engage in debate. The public hearing is the chance for local officials to hear directly from their constituents. The manner of receiving public comment at a public hearing shall be at the discretion of the Board Chair. Failure to comply with these procedures will result in sanctions.

PROCEDURES FOR PUBLIC COMMENT

Any member of the public can submit written comment to the Board under the following procedures. Any written comment that does not conform to these procedures will not be considered by the Board and will not be part of the record submitted to the Iowa Department of Natural Resources.

1. Written comment shall be received by the Board Chair at or before the time of holding a public hearing held under Chapter 459.304.
2. All written comments shall clearly and expressly state whether the comment is for or against approval of the construction application.
3. Written comments shall be limited to one per person and include the person's name and address.
4. All written comments shall clearly and expressly identify the statutory provision(s) of Iowa Code Section 459 that form(s) the basis for or against the application. The lawful grounds that can be considered by the Iowa DNR in denying an application are set forth in Attachment A.

ATTACHMENT A

County comments to the Iowa DNR regarding a construction application under Chapter 459 must relate to compliance with the legal requirements for construction of the confinement operation. Only comments related to such grounds will be considered by the Iowa DNR. For this reason the public comment is likewise limited.

Issues upon which a county and public may comment include:

1. Non-compliance with the matrix.
2. The existence of an object or location not included in the construction permit application that is subject to a separation distance as provided in Iowa Code SS 459.202, 459.203 & 459.310.
3. The suitability of soils and the hydrology of the site where construction or expansion of a confinement feeding operation or related animal feeding operation structure is proposed.
4. The availability of land for the application of manure originating from the confinement feeding operation.
5. Whether the construction or expansion of a proposed animal feeding operation structure will impede drainages through established tile lines, laterals, or other improvements which are constructed to facilitate the drainage of land not owned by the person applying for the construction permit.

Grounds that will NOT support denial of an application:

Loss of property value
Odor
Dust
Traffic
Noise
Loss of enjoyment of life



HARDIN COUNTY

Courthouse

HARDIN COUNTY COURTHOUSE
1215 EDGINGTON AVE.
ELDORA, IA 50627

FILED

JAN 23 2020

HARDIN COUNTY Employee Change of Status Report

HARDIN COUNTY AUDITOR

Please enter the following change(s) as of 4/3/20
Date

Name: Carol Haywood
Address: _____
Eldora IA 50627
City State Zip Code

Department: Comm Serv-#60
Position: Admin. Asst.
Salary/Hourly Rate: _____

Fund: 0010 60 4411 000 10000

Status: Full-time Permanent Part-time Temporary/Seasonal Part-time

Reason of Change:

- Hired
 - Promotion
 - Demotion
 - Pay Increase
 - Leave of Absence
 - Resignation
 - Retirement
 - Layoff
 - Discharge
- _____ Dates

Other: _____

Dates of Employment: 8/28/99 From 4/3/20 To Last Day of Work 4/3/20
(if applicable)

Beyond the last day of work, the following vacation time was (or will be paid): _____ From _____ To _____

Authorized by: *Jim Adams*
Elected Official or Department Head

1/15/20
Date

Authorized by: _____
Board of Supervisors

Date

Central Iowa Community Services, Hardin County
ATTN: Linn Adams, Director
1201 – 14th Avenue
Eldora, IA 50627

January 10, 2020

RE: Notice of Resignation/Retirement

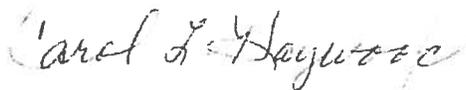
Dear Linn,

I want take this opportunity to thank you for allowing me a chance to work with you, along with some terrific co-workers and consumers. It has been a real pleasure working with you and all my co-workers, both past and present with assisting our consumers to become as independent as possible. I appreciate the safe and friendly work environment of our office along with the teamwork we developed during the changes in our office over the past 20 years.

As my age and family obligations have changed, I feel it is time for me to move to the next chapter in my life. It is with mixed emotion that I tender this, my official resignation, effective April 3, 2020.

I am willing to assist in any way, for a smooth transition of my duties. My husband and I will be traveling between our children and parents in the future. For certain, we will be enjoying watching our grandchildren grow and participate in their activities. I will miss all of you, but no one is irreplaceable and I know this office will continue to serve the needs of our consumers with the same compassion and efficiency they have received over the years. Thank you again, for the opportunity to serve our consumers through this wonderful agency.

Sincerely,



Carol L. Haywood

Eldora, IA 50627

JAN 17 REC'D



HARDIN COUNTY

Courthouse

HARDIN COUNTY COURTHOUSE
1215 EDGINGTON AVE.
ELDORA, IA 50627

HARDIN COUNTY Employee Change of Status Report

Please enter the following change(s) as of 1-21-2020
Date

Name: Jared MANNETTER

Department: Property Mgt.

Address: _____

Position: Assistant

Fund: _____

Salary/Hourly Rate: \$33,649.00

Weekly Scheduled Hours: 37.5

This position is: Exempt Non-Exempt

Status: Full-time Permanent Part-time Temporary/Seasonal Part-time

Reason of Change:

- Hired
- Resignation
- Promotion
- Retirement
- Demotion
- Layoff
- Pay Increase
- Discharge
- Leave of Absence _____
Dates

Other: _____

Dates of Employment: 6-30-2017 From 1-21-2020 To

Last Day of Work 1-30-2020
(if applicable)

Beyond the last day of work, the following vacation time was (or will be paid): _____ to _____
From To

Authorized by: Jody L. Mesch
Elected Official or Department Head

1-21-2020
Date

Authorized by: _____
Board of Supervisors

Date



HARDIN COUNTY

Courthouse

HARDIN COUNTY COURTHOUSE
1215 EDGINGTON AVE.
ELDORA, IA 50627

HARDIN COUNTY Employee Change of Status Report

FILED

JAN 21 2020

HARDIN COUNTY AUDITOR

Please enter the following change(s) as of 02/01/2020
Date

Name: HEATHER JOHLAS

Department: COMMUNICATIONS

Address: _____

Position: DISPATCHER

Fund: 0001-05-1040-000-10006

Salary/Hourly Rate: 16.76

Weekly Scheduled Hours: _____

This position is: Exempt Non-Exempt

Status: Full-time Permanent Part-time Temporary/Seasonal Part-time

Reason of Change:

- Hired
 - Promotion
 - Demotion
 - Pay Increase
 - Leave of Absence
 - Resignation
 - Retirement
 - Layoff
 - Discharge
- Dates _____

Other: HEATHER IS MOVING FROM PART TIME TO FULL TIME ON FEB 1, 2020 WITH A PAY INCREASE TO \$16.76/HOUR

Dates of Employment: _____ to _____
From To

Last Day of Work _____
(if applicable)

Beyond the last day of work, the following vacation time was (or will be paid): _____ to _____
From To

Authorized by:
Elected Official or Department Head

21 Jan 2020
Date

Authorized by: _____
Board of Supervisors

_____ Date



HARDIN COUNTY

Courthouse

HARDIN COUNTY COURTHOUSE
1215 EDGINGTON AVE.
ELDORA, IA 50627

FILED

JAN 21 2020

HARDIN COUNTY AUDITOR

HARDIN COUNTY Employee Change of Status Report

Please enter the following change(s) as of 01/31/2020
Date

Name: KOLTHOFF, JAMIE

Department: COMMUNICATIONS

Address: _____

Position: DISPATCH

Fund: 0001-05-1040-000-10112

Salary/Hourly Rate: 15.00

Weekly Scheduled Hours: _____

This position is: Exempt Non-Exempt

Status: Full-time Permanent Part-time Temporary/Seasonal Part-time

Reason of Change:

- Hired
- Promotion
- Demotion
- Pay Increase
- Leave of Absence
- Resignation
- Retirement
- Layoff
- Discharge

Dates

Other: KOLTHOFF IS MOVING FROM FULL TIME TO PART TIME AT A PAY RATE OF \$15.00/HR. LAST DAY OF FULL TIME WILL BE JANUARY 31, 2020 WILL ALL WAGES, COMP TIME AND VACATION TIME PAID OUT WITH THE NEXT PAYCHECK

Dates of Employment: _____ to _____
From To

Last Day of Work _____
(if applicable)

Beyond the last day of work, the following vacation time was (or will be paid): _____ to _____
From To

Authorized by: 
Elected Official or Department Head

21 JAN 2020
Date

Authorized by: _____
Board of Supervisors

Date