



**HARDIN COUNTY**  
**Board of Supervisors**

**Wednesday, May 29, 2019**

1. 8:30 A.M. Drainage  
[VIEW REGULAR DRAINAGE MEETING AGENDA](#)  
Courthouse Large Conference Room

2. 10:00 A.M. Call To Order  
Courthouse Large Conference Room

3. Pledge Of Allegiance

4. Approval Of Agenda

5. HVAC Project Update

6. Approval Of Minutes

Documents:

[05-22-2019 MINUTES.PDF](#)

7. Approval Of Claims For Payment

Documents:

[VENDOR PUBLICATION REPORT 5-29-2019.PDF](#)

8. Utility Permits & Secondary Roads Department

Documents:

[IDOT - HWY 65-IOWA FALLS SOUTH FORK UTILITY PERMIT.PDF](#)

9. Change Of Status: Sheriff's Office

Documents:

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

10. Approval Of Heartland Insurance Risk Pool Renewal

Documents:

[HEARTLAND INSURANCE RISK POOL COVERAGE SUMMARY AND PROPOSAL 2019-20.PDF](#)  
[HEARTLAND RISK POOL - RISK POOL AGREEMENT.PDF](#)

- 10.a. Approval Of Claims For Payment

11. Approval Of FY 2020 Health, Dental, & Life Insurance Rates

Documents:

[2019-2020 HEALTH AND DENTAL PREMIUMS.PDF](#)

12. Public Comments

Documents:

[HARDIN COUNTY POLICY FOR PUBLIC COMMENT.PDF](#)

13. Other Business

14. Adjournment

15. 11:00 A.M. Work Session – 2019/2020 Salaries  
Courthouse Large Conference Room

HARDIN COUNTY BOARD OF SUPERVISORS  
MINUTES – MAY 22, 2019  
WEDNESDAY - 10:00 A.M.  
COURTHOUSE LARGE CONFERENCE ROOM

Chair Reneé McClellan called the meeting to order. Also present were Supervisors Lance Granzow and BJ Hoffman; and Justin Ites, Taylor Roll, JD Holmes, Angela De La Riva, Steve Sorenson, Micah Cutler, Curt Groen, Jess Sheridan, Tom Lawler, Elaine Lawler, Rick Patrie, Linn Adams, Jean Groen, Lydia Reichenbacher, Jared Richtsmeier, Lori Kadner, Dustin Bartling, Julie Duhn, Joe Donald, Wes Faris, and Nancy Lauver.

The Pledge of Allegiance was recited.

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

HVAC Project Update: None.

At 10:05 a.m. the Chair opened the public hearing on a proposed road vacation - U Avenue, Section 8, Union Township. Taylor Roll, County Engineer, reviewed the proposed road vacation and comments were received. No written comments or objections were received. The Chair then closed the public hearing and the following action was taken:

Hoffman moved, McClellan seconded that the following Resolution No. 2019-17, Resolution – Road Vacation, U Avenue, Section 8, Union Township, be adopted. Roll Call Vote: “Ayes” Hoffman and McClellan. “Nays” None. Abstain: Granzow. Resolution No. 2019-17 is hereby adopted as follows:

Resolution No. 2019-17

**WHEREAS**, a public hearing was held at 10:05 A.M. on the 22<sup>nd</sup> day of May 2019, in the Conference Room of the Hardin County Board of Supervisors and,

**WHEREAS**, There being no objections to the vacating of part of the Hardin County road right-of-way as advertised and,

**WHEREAS**, There being no claim for damages,

**NOW THEREFORE BE IT RESOLVED THAT**

Hardin County vacate a portion of U Avenue, originally established on the 12<sup>th</sup> of July, 1870 (Road Record Book 1, Page 348) as Hallett Road, lying in Section 8, T-86N, R19W, Union Township of Hardin County, Iowa. The intention of this road vacation is the portion of the roadway commencing at the North Right-of-Way line of 300<sup>th</sup> Street, thence running in a Northerly direction approximately one half mile to the W ¼ of Section 8, T-86N, R-19W, Union Township, Hardin County, Iowa.

Adopted this 22<sup>nd</sup> day of May, 2019.

/s/ Reneé McClellan  
Reneé McClellan  
Chairperson

/s/ Lance Granzow  
Lance Granzow

/s/ BJ Hoffman  
BJ Hoffman

I certify that the above is an extract taken from the official proceedings of the Hardin County Board of Supervisors at their 22<sup>nd</sup> day of May, 2019 session, and that the above is a true and correct copy of the record.

Given my hand and seal of Hardin County this 22<sup>nd</sup> day of May, 2019

/s/ Jessica Lara

Jessica Lara, Hardin County Auditor

Hoffman moved, Granzow seconded to approve the minutes of May 15 & 20, 2019. Motion carried.

Granzow moved, Hoffman seconded to approve the May 22, 2019 claims for payment. Motion carried.

Utility Permits:

Hoffman moved, Granzow seconded to approve the utility permit application submitted by Northern Natural Gas for the purpose of installing a test lead through a 12-inch diameter excavation at the northern fence line of County Highway D55, located in Section 36 of Tipton Township. Also, to approve the utility permit application submitted by Aureon for the purpose of boring conduit/fiber west under State Highway 65 and Mallard Avenue, then north along Mallard Avenue to and under County Highway C73, located in Sections 6 & 7 of Hardin Township. Motion carried.

Secondary Roads Department:

A brief departmental update was provided by Joe Donald.

One bid was received and opened for rock hauling for Hardin County Project FM-CO42(103)-55-42 from Martin Marietta of Alden: 38,553 ton @ \$15.75, totaling \$607,209.75. No action was taken at this time.

Granzow moved, Hoffman seconded to approve the allowance of eligible homestead credit for 2018 taxes, payable 2019/2020 as presented. Motion carried.

Hoffman moved, Granzow seconded to approve the Central Iowa Community Services Provider and Program Participation Agreement on behalf of the Friendship Club. Motion carried.

Hoffman moved, Granzow seconded to approve the hiring of Camryn Grubic, Nature Center Intern, Conservation Department, effective 5/28/2019 at \$10.00/hour. Motion carried.

Hoffman moved, Granzow seconded to approve the hiring of George Haefner, Park Aide Intern, Conservation Department, effective 5/22/2019 at \$10.00/hour. Motion carried.

Public Comments: None.

Other Business:

County Engineer, Taylor Roll, discussed damage to the paved roads from the winter weather and bids for asphalt patching. A map with priority areas for repair will be prepared.

Granzow moved, Hoffman seconded to adjourn. Motion carried.

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Reneé McClellan, Chair  
Board of Supervisors

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Jessica Lara  
Hardin County Auditor

Claims Paid - May 29, 2019

Airgas North Central	\$448.44
Alliant Energy	\$955.43
Bankers Trust Company	\$480,131.25
CBM Food Service	\$3,685.54
CenturyLink	\$752.48
Chester Cemetery Assn	\$68.00
Cintas Corporation	\$1,062.44
City of Hubbard	\$226.93
City of New Providence	\$28.43
CivicPlus LLC	\$3,444.09
Connie J Mesch	\$100.00
Don's Truck Sales Inc	\$612.79
Educorr	\$182.00
Fastenal	\$271.14
Fullerton Funeral Home	\$1,300.00
Galls Incorporated	\$703.63
GECRB/AMAZON	\$29.99
Gehrke Inc.	\$1,300.00
Greenbelt Home Care	\$6,191.68
Hardin Co Extension	\$50.00
Hardin County Treasurer	\$5.00
IA Dept. of Revenue & Finance	\$60.00
Iowa Prison Industries	\$83.25
ISCTA District 1 Treasurer	\$30.00
Kit Paper	\$57.06
Knight's Sanitation	\$306.00
LaVelle Lawn Care	\$473.00
Lisa A Bahr	\$54.36
Lori S Kadner	\$90.90
Machel R Eichmeier	\$62.55
Mail Services LLC	\$600.63
Martin Marietta Aggregate	\$267.33
Mary F Nelson	\$284.51
M-B Companies Inc.	\$764.27
Micah E Cutler	\$97.20
Midland Power Cooperative	\$1,359.02
Omnicare Inc	\$171.71
Racom Corporation	\$57.30
Staples	\$139.73
TalkPoint Technologies Inc	\$86.95
The Crosser LLC	\$648.96
The RFP Firm	\$3,250.00
Tim Rogers	\$73.80
Times Citizen	\$343.83
Virtual Radiologic	\$404.00
VISA	\$2,474.43
Walmart Community	\$139.98
Wet Pet Outlet	\$5.04
Ziegler Incorporated	\$49.28
Zion Lutheran Cemetery	\$100.00
Grand Total	\$514,084.35

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Renee McClellan, Chair  
Board of Supervisors

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Jessica Lara  
Hardin County Auditor

**APPLICATION AND AGREEMENT FOR USE OF  
HIGHWAY RIGHT-OF-WAY FOR UTILITIES ACCOMMODATION**

**FOR DEPARTMENT USE ONLY**

Permit Number	Highway Number 65	County Hardin
DOT Project Number		Expiration/Completion Date

**APPLICANT (INDIVIDUAL OR COMPANY)**

First Name Jeff	Middle Initial	Last Name Klocko	Phone Number 515-830-0445	Ext.
Company Name Aureon			Phone Number	Ext.
Street Address 7760 Office Plaza Drive South		City/Town West Des Moines	State IA	ZIP Code 50266
e-Mail Address jeff.klocko@aureon.com		Secondary e-Mail Address		

**INSTALLATION TO BE ACCOMMODATED**

Approval is hereby requested to enter within the state highway right-of-way for the accommodation of a utility installation as detailed on the attachments and further described as follows.

The installation shall consist of:  
Directional bore of (1)-1.25" HDPE conduit containing (1) armored fiber optic cable. Construction shall commence as soon as all permits have been acquired. Refer to plans for project route.

and shall be located as shown on the detailed plan attached hereto. **(See current Iowa Department of Transportation Utility Accommodation Policy for submittal of detailed plan requirements. See Section 115.8 (3).)** <http://www.iowadot.gov/traffic/pdfs/UtilityPolicy.pdf>

**WORK SITE LOCATION**

The proposed work as described above is located in Section 6, Twp. 89N, Range 20W on Highway No. 65 generally located \_\_\_\_\_ (miles) \_\_\_\_\_ (direction) from 585' South of Sherman Ave./Hardin Road (city, county line, or other landmark). Work proposed is more specifically located as being from 152.40 (Milepost #) and 105+53 (Highway Station) to 152.40 (Milepost #) and 105+53 (Highway Station) on the East/West side of highway.

**Disclosure Statement:** The information furnished on this form will be used by the Department of Transportation to determine approval or denial of the application. Failure to provide all pertinent information will result in denial of the application. Information furnished is public information and copies may be provided to the public upon request.

The utility company, corporation, applicant, permit holder or licensee, (hereinafter referred to as the Permit applicant) agrees with the Iowa Department of Transportation (hereafter referred to as the Department) that the following stipulations and those special requirements as listed on this document shall govern under this permit after it is approved by the Department.

**A. General**

1. The installation shall meet the requirements of local municipal, county, state, and federal franchise rules and regulations, regulations and directives of the Iowa State Commerce Commission; the Iowa Department of Natural Resources, all rules and regulations of the Department and any other laws or regulations applicable.
2. The Permit Holder shall be fully responsible for any future adjustments of the facilities within the established highway right-of-way caused by highway construction or maintenance operations.
3. As per Section 115.8(8) of the Utility Accommodation Policy, As-Built plans are due within 90 days after completion of construction, the utility owner shall submit to the district representative an as-built plan.
4. The work described in this permit shall be completed as proposed in compliance with the stipulations and special requirements within one year from the date Department approval is received for said request. Failure on the part of the Permit Holder to abide by the stipulations or in constructing the work described as stipulated and within the time frame stated shall render this agreement and request null and void. The Permit Holder also agrees to save the State of Iowa and the Department harmless of any damages or losses that may be sustained by any person, or persons, on account of the conditions and requirements of this agreement.
5. Non-compliance with any of the terms of the Department's policy, permit, or agreement, may be considered cause for shut-down of construction operations, revocation of the permit, or withholding of relocation reimbursement and/or withholding of future application approvals until compliance is confirmed. The cost of any work deemed necessary to be performed by the State in removal of non-complying construction will be assessed against the Permit Holder.

**B. Construction and Maintenance**

1. The location, construction and maintenance of the utility installation covered by this application shall be in accordance with the current Department's Utility Accommodation Policy. <http://www.iowadot.gov/traffic/pdfs/UtilityPolicy.pdf>
2. Before beginning any work in the highway right-of-way, it is the responsibility of the Permit Holder to obtain an easement from the drainage district if necessary. The Department assumes no responsibility for advising the Permit Holder of each location of a drainage district crossing. It is the Permit Holder's responsibility to locate these crossings and obtain any necessary easements or permission from the drainage district. See Code of Iowa, Chapter 468 for additional information.
3. A copy of the approved permit shall be available on the job site at all times for examination by Department personnel.
4. Operations in the construction and maintenance of this utility installation shall be carried on in such a manner as to cause minimum interference to or distraction of traffic on said highway.
5. Traffic protection shall minimally be in accordance with Part VI of the current Manual on Uniform Traffic Control Devices for Streets and Highways. The applicant shall be responsible for correctly using traffic control devices including signs, warning lights, and channelizing devices as needed while work is in progress or the clear zone is impacted. Flagging operations are the responsibility of the applicant. The Department's TC XXX Series Standards are the preferred traffic control specification plans. [http://www.iowadot.gov/design/stdplne\\_tc.htm](http://www.iowadot.gov/design/stdplne_tc.htm)
6. The applicant shall seed and mulch all disturbed areas within the highway right-of-way and shall be responsible for the vegetative cover until it becomes well established. Any surfaced areas such as driveways or shoulders and sodded waterways and plantings which are disturbed shall be restored to their original condition. Any damage to any other underground facilities during installation shall be repaired at the permit holder's expense.
7. All personnel in the highway right-of-way shall wear ANSI 107 Class 2 apparel at all times when exposed to traffic or construction equipment.
8. As per Policy Section 115.4(9) parking or storage in the clear zone is prohibited. When not in actual use, vehicles, equipment and materials shall not be parked or stored within the clear zone or median.
9. Unless specifically noted in Special Requirements section, all work performed within the right-of-way shall be restricted to 30 minutes after sunrise to 30 minutes before sunset.
10. Pedestals shall be placed within 12 inches of the right-of-way line.
11. All above and below ground appurtenances (pedestals, hydrants, drains, accesses, etc.) shall be marked with high visibility posts and signs. The minimum height requirement for the signs shall be 5 foot. Urban Roadway Sections may be exempted with department approval.

**C. Liability**

1. To the extent allowable by law, the Permit Holder agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of the Permit Holder's facilities. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.
2. The Permit Holder shall indemnify and save harmless the State of Iowa, its agencies and employees, from any and all causes of action, suits at law or in equity, for losses, damages, claims or demands, and from any and all liability and expense of whatsoever nature, arising out of or in connection with the Permit Holder's use or occupancy of the public highway.
3. The State of Iowa and the Department assume no responsibility for damages to the Permit Holder's property occasioned by any construction or maintenance operations on said highway if the facilities are not located in accordance with this permit.
4. The State of Iowa, its agencies or employees, will be liable for expense incurred by the Permit Holder in its use and occupancy of the highway right-of-way only when negligence of the State, its agencies or employees, is the sole proximate cause of such expense. Whether in contract, tort or otherwise, the liability of the State, its agencies and employees, is limited to the reasonable, direct expense to repair damaged utilities, and in no event will such liability extend to loss of profits or business, indirect, special, consequential or incidental damages.

**D. Notification**

1. The Permit Holder is responsible for contacting **Iowa One-Call (1-800-292-8989)** and request the location of all underground utilities forty-eight (48) hours before excavation. Before beginning work in the highway right-of-way, the Permit Holder shall also contact any other known utility located in the area of the proposed work.
2. The Permit Holder agrees to give the Department forty-eight (48) hour notice of its intention to start construction or to perform routine maintenance on the highway right-of-way. Said notice shall be made to the local DOT contact person whose name is shown on Page 3.
3. **511 Notification**-In accordance with Iowa Code section 321.348, cities and utilities **may not obstruct or close** primary highways or primary highway extensions (State highways within city limits) **without prior consent of the Iowa DOT**, except in emergency situations. Before setting up a lane closure or a vertical/horizontal restriction of any kind on a primary highway, call your local Iowa DOT Maintenance garage and call the Traffic Management Center per attached documents. Except in emergency situations, a 10 day advance notice is required. <http://www.iowadot.gov/traffic/utility/pdfs/511UtilityNotification.pdf>

**E. Buy America**

Buy America applies to relocations of utility facilities that must move due to highway projects under certain specific conditions that include reimbursable locations and relocations due to interstate projects. Please contact the Department's District Engineering Operation Technician (EOT) for more information on Buy America requirements or visit the following link: <http://www.iowadot.gov/traffic/utility/utility.html>


Permit Number: \_\_\_\_\_

**FOR DEPARTMENT USE ONLY**

**Special Requirements** - in addition to the stipulations above, the following special requirements shall apply to this permit:  
See attached plans

**Applicant Signature and Agreement**

The undersigned have read the stipulations of this permit agreement as stated, as well as attachments which may be included, and by signing this application agree to abide by all stipulations and to complete the work as proposed in compliance with the stipulations and attachments within one year from the date Department approval is granted for said request. Failure on the part of the applicant to abide by the stipulations or to construct the work desired as stipulated and within the time frame stated shall render this agreement and request null and void. The undersigned also agrees to save harmless the State of Iowa and the Iowa Department of Transportation from any damage or losses that may be sustained by any person or persons on account of the conditions and requirements of this agreement.

Name of Agent (Print or Type)	Agent/Owner (Signature) 	Title Outside Plant Engineer
Name of Owner (Print or Type) Jeff Klocko	Date 5/28/2019	
e-Mail Address jeff.klocko@aureon.com		

**CITY ACTION (IF PROPOSED WORK IS WITHIN AN INCORPORATED CITY, CITY ACTION IS REQUIRED)**

"The undersigned city joins in the grants embodied in the above permit executed by the Iowa Department of Transportation on condition that all of the covenants and undertakings therein running to the Iowa Department of Transportation shall inure to the benefit of the undersigned city and recommends action on said permit application as noted below by the delegated city official".

Recommend Approval       Do Not Recommend Approval       None Required

Handwritten Signature	Title	Date
Type or Print Name	Authorized Official for the City of	
e-Mail Address		

**COUNTY ACTION (IF PROPOSED WORK CROSSES COUNTY RIGHT-OF-WAY, COUNTY ACTION IS REQUIRED)**

"The undersigned county joins in the grants embodied in the above permit executed by the Iowa Department of Transportation on condition that all of the covenants and undertakings therein running to the Iowa Department of Transportation shall inure to the benefit of the undersigned county and recommends action on said permit application as noted below by the delegated county official".

Recommend Approval       Do Not Recommend Approval       None Required

Handwritten Signature	Title	Date
Type or Print Name	Authorized Official for the County of	
e-Mail Address		

**FEDERAL HIGHWAY ADMINISTRATION ACTION (WHEN REQUIRED)**

Recommend Approval       Do Not Recommend Approval       None Required

Authorized FHWA Representative Signature	Date
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**DEPARTMENT OF TRANSPORTATION FINAL ACTION**

Application Approved       Application Denied      Permit Number:

Authorized Highway District Representative	Signature	Date
e-Mail Address		

Notice of intention to commence activities on the highway rights-of-way shall be submitted by the applicant a minimum of 48 hours prior to actually commencing the activities as herein granted by this approved application. Notice is to be given to the following Iowa Department of Transportation representative. Except in emergencies a 10 day advance notice is required for lane restrictions of any kind:

Local DOT Contact Person (Type or Print Name)	Phone Number		
Street Address	City/Town	State IA	ZIP Code
e-Mail Address			

Permit Number: \_\_\_\_\_



## Site Plan & Attachments Checklist for IDOT Utilities Accommodation Permit

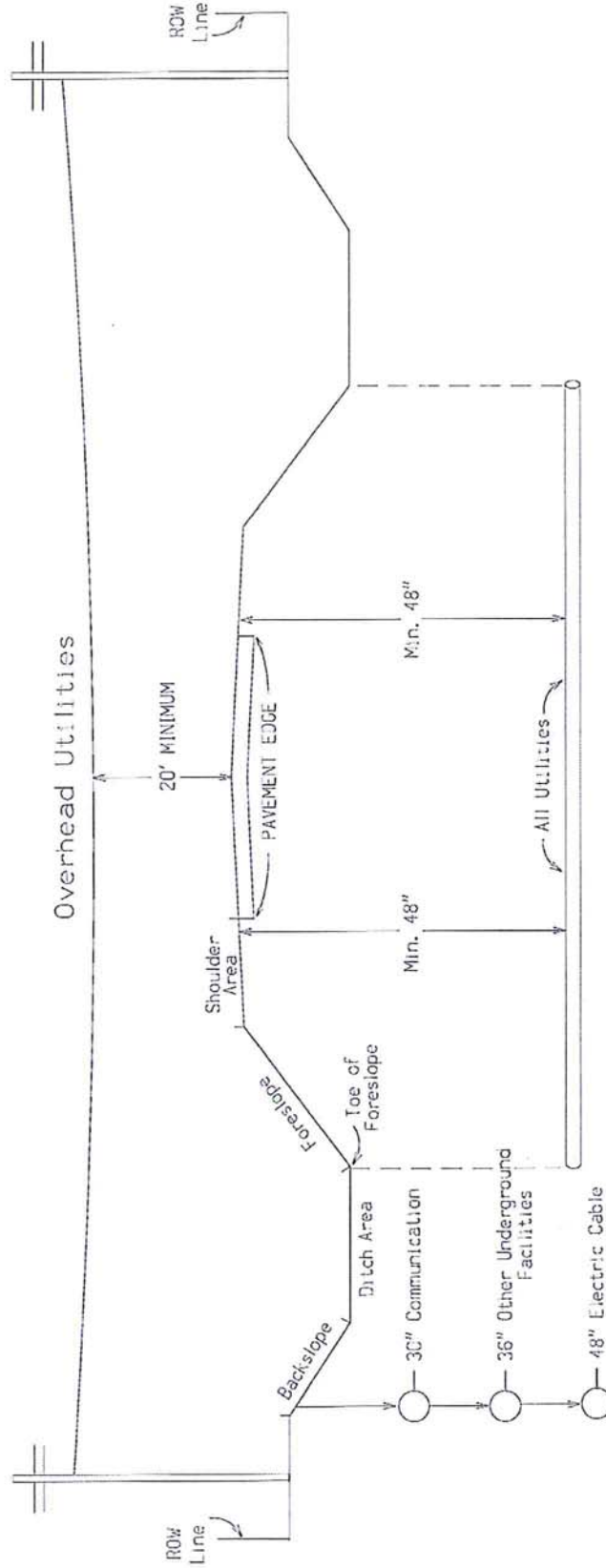
- Plans showing IADOT Highway Centerline, Highway Number, DOT Stationing and Milepost are required.
- Visible orientation (North Arrow) and identifying landmarks are required.
- Clearly identify Right Of Way (ROW) line with horizontal distance from highway centerline shown, including all breakpoints and changes in the ROW distances.
- Provide Iowa One Call design request information. (Minimally, the list of utilities)
- List all of the existing utilities in the installation area. Describe how your installation will address existing utilities that are in conflict, and show all observable existing features, such as power poles, pedestals, markers, handholes, trees, etc.
- Show all Construction features/Bore Pits with the running line and horizontal distance from roadway edge or centerline. (showing Clear Zone compliance) <http://www.iowadot.gov/traffic/pdfs/UtilityPolicy.pdf>
- Show the start/stop stationing and depths or elevations for all bores, longitudinal and transverse.
- Show the start/stop stationing and depths or elevations for all plowing locations.
- Show casing start/stop locations, lengths, diameter, and material if casings are used.
- Show all facilities that are to be installed on the site plan.  
This includes pedestals, wire, conduit, poles, guy anchors, junction boxes, handholes and manholes.  
ALL MUST BE REFERENCED BY DOT Stationing and distance from centerline.
- Show where installation starts and stops, leaves ROW, stops at existing pedestal, pole, etc.  
Use IADOT stationing and distance from centerline of the start and stops.
- Identify any physical focal points, posts, pedestals, shutoffs, overflow valves, hydrants, etc.
- Describe any other work to accomplish installation before, during and/or after installation, including: removal of brush/trees, removal of underbuild, construction of access, fence removal, fence replacement, etc.
- Identify unusual issues to be pointed out on the site plan.  
CLARITY IS THE KEY, we can't assume you will do it if it is not shown in the plan.

### Attachments

- Proper Traffic Control Standards (IADOT TCxxx Series Standard plans preferred)  
Available at - [http://www.iowadot.gov/design/stdplne\\_tc.htm](http://www.iowadot.gov/design/stdplne_tc.htm)
- Required Height / Depth Typical (Supplied by the Department)
- Tile Repair Guide (Rural Locations) (Supplied by the Department)
- Special Seeding Requirements and Erosion Control (Supplied by the Department)
- 511 Lane Restriction Requirements (If lane restriction is anticipated) (Supplied by the Department)
- If paper applications are submitted, at least 2 sets of site plans (11 x 17 preferred) and 1 original of the permit application with all original signatures (Scanned and emailed copies are accepted)

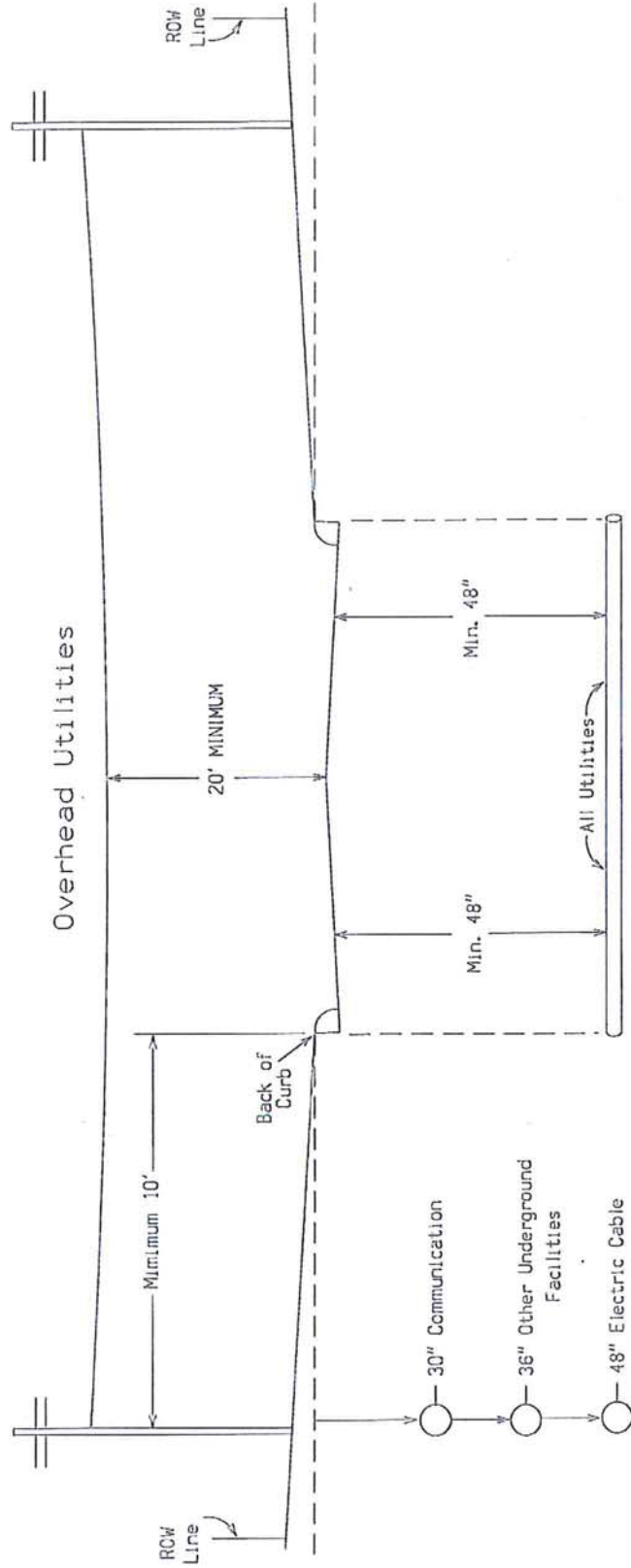
**ALL ITEMS MUST BE LEGIBLE FOR REVIEW AND FOR RESCANNING PURPOSES**

# Minimum Policy Requirements Rural Section Non-Freeway Highway



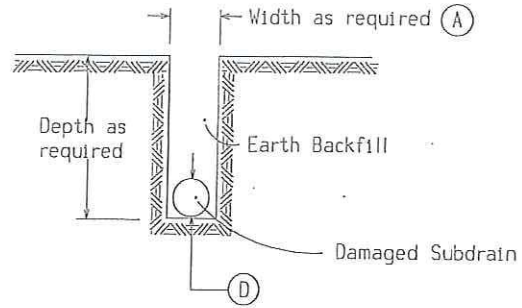
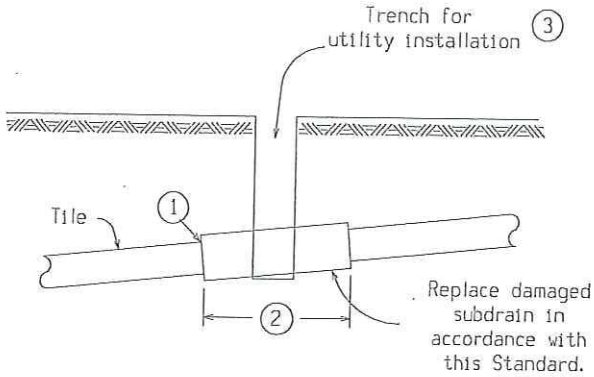
**Notes:**  
 Utilities shall be located between the toe of foreslope and the highway row line.  
 Utilities should be located as near to the highway row line as practical.  
 See Utility Policy, Section 115.13 for further details.

# Minimum Policy Requirements Urban Section Non - Freeway Highway



**Notes:**  
 Utilities shall be located between back of curb and the highway row.  
 Utilities should be located as near to the highway row line as practical.  
 See Utility Policy, Section 115.13 for further details.

# Tile Line Repair Guideline



**Note:**  
Replacement of drainage tile shall be accomplished so as to cause the minimum of disturbance to existing field tile. The repaired drainage tile shall be left in a functional condition with special emphasis placed on maintaining existing flow line elevations.

**A** = A minimum of 24" shall be excavated outside the normal utility trench wall or such greater width as may be required to expose a minimum of 12" of undamaged drain tile.

REPLACEMENT SCHEDULE - CASE 'A'										
Existing Tile <b>D</b>	4	6	8	10	12	15	18	21	24	>24
Proposed Subdrain Size										
Concrete Pipe	-	-	12	15	15	18	21	24	30	D+6"
Coated C.M.P.	10	12	15	18	21	24	30	36	36	*

\* Replacement sizes provide equivalent capacity based on 6" settlement assuming a 0.20% slope with  $n = 0.013$  for concrete pipe and  $n = 0.025$  for corrugated pipe (Manning Formula)

**NOTES:**

Tile lines disturbed within the right-of-way (outside the Roadway Embankment Area \*) limits shall be repaired as follows:

May be repaired with schedule 40 PVC pipe of compatible size or in accordance with the replacement schedule-case 'A' as listed above. Replacement with schedule 40 PVC pipe shall require using a connecting device of a Femco plain and plain flexible pipe coupling or equal.

Tile lines disturbed within the "Roadway Embankment Area" shall be replaced in accordance with the replacement schedule - case 'A' stated above and as follows:

① Concrete collar to be placed around joint where existing tile line and corrugated aluminized metal pipe connect.

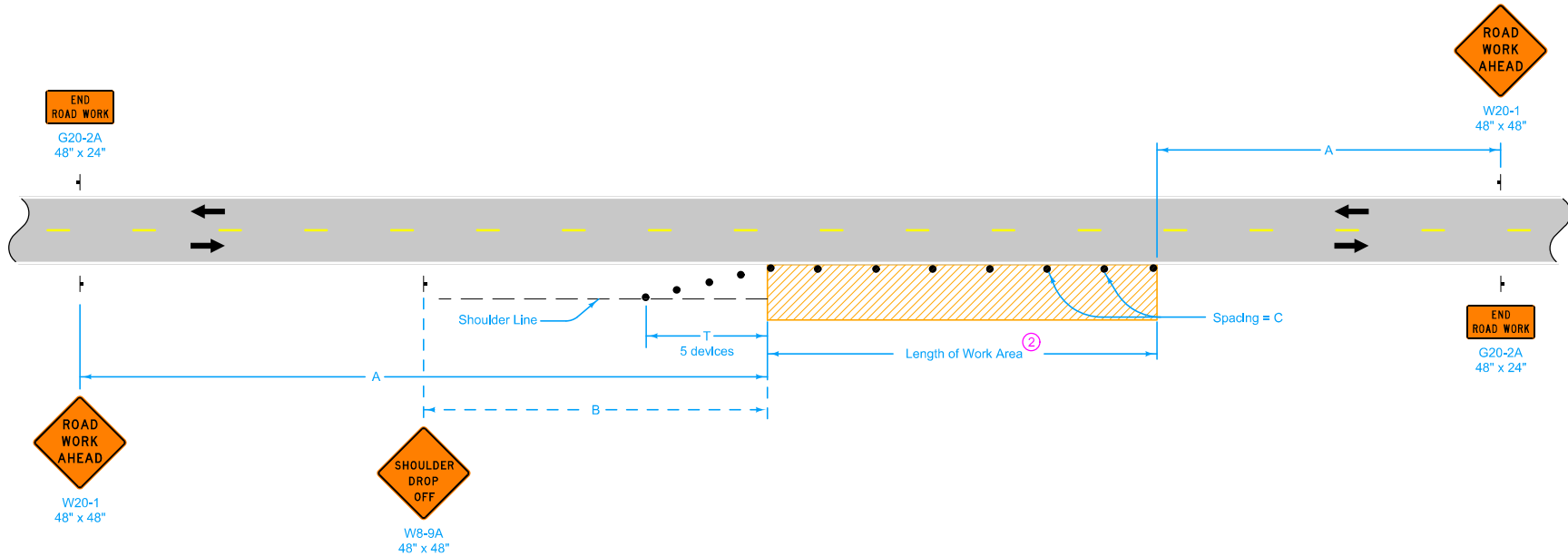
② Minimum length of corrugated metal pipe shall be 4 feet. Minimum length of 2 feet on each side of the tile line break location.

③ Trench shall be backfilled with 8 inches loose material, compacted to 6 inches with a minimum of 95% compaction of natural density.

A. Backfill and compact area around drain tile to be completed by hand until new tile is completely covered. Remainder of the trench shall be backfilled by acceptable methods.

B. Area shall require inspection by the Iowa Department of Transportation inspectors or their designated personnel prior to backfilling of trench.

\* "Roadway Embankment Area" is defined as the area lying between the foreslopes of a two-lane roadway and from near foreslope to far foreslope of a four lane roadway.



When a pavement edge drop-off exists, install a SHOULDER DROP-OFF sign.

No pavement edge drop-offs greater than pavement depth will be allowed during non-working hours.

Shoulder edge drop-offs shall be mitigated according to Article 1107.08.L2 of the Standard Specifications.

For work lasting less than one hour, refer to TC-1.

① When the length of a pavement edge drop-off is 1000 feet or less, the temporary fillet requirement of Article 1107.08 of the Standard Specifications does not apply. Reduce channelizer spacing to 40 feet.

② For work areas less than 200 feet long, use channelizers spaced at 20 foot centers or use a vehicle with an amber revolving light or amber strobe light.

Possible Contract Item:  
Traffic Control

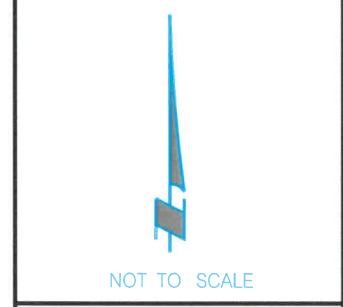
LEGEND	
	Traffic Sign
	42" Channelizer
	Work Area
	Direction of Traffic

SPEED LIMIT (mph)	A	B	C ②	T
35 or less	500'	250'	40'	100'
40 - 45	700'	350'	80' ①	200'
50 or greater	1000'	500'	100' ①	200'

 <b>STANDARD ROAD PLAN</b>	REVISION
	8   04-21-15
	<b>TC-202</b>
SHEET 1 of 1	
<small>REVISIONS: Modified general notes, changed title and replaced the DOT logo in the title block with the new version.</small>	
 <small>APPROVED BY DESIGN METHODS ENGINEER</small>	
<b>WORK WITHIN 15 FT OF TRAVELED WAY</b>	

PROJECT NO. 018-1341	SHEET NO. C.1
Date: 5/13/2019	Drawn: RAM Checked: RAM Approved: GTS

PROJECT:  
IOWA FALLS-SOUTH FRONT TIE-IN



PRIOR TO CONSTRUCTION:

CALL 811 FOR LOCATION OF UNDERGROUND TELEPHONE, ELECTRIC, GAS MAINS, CABLE TELEVISION AND OTHER UTILITIES.

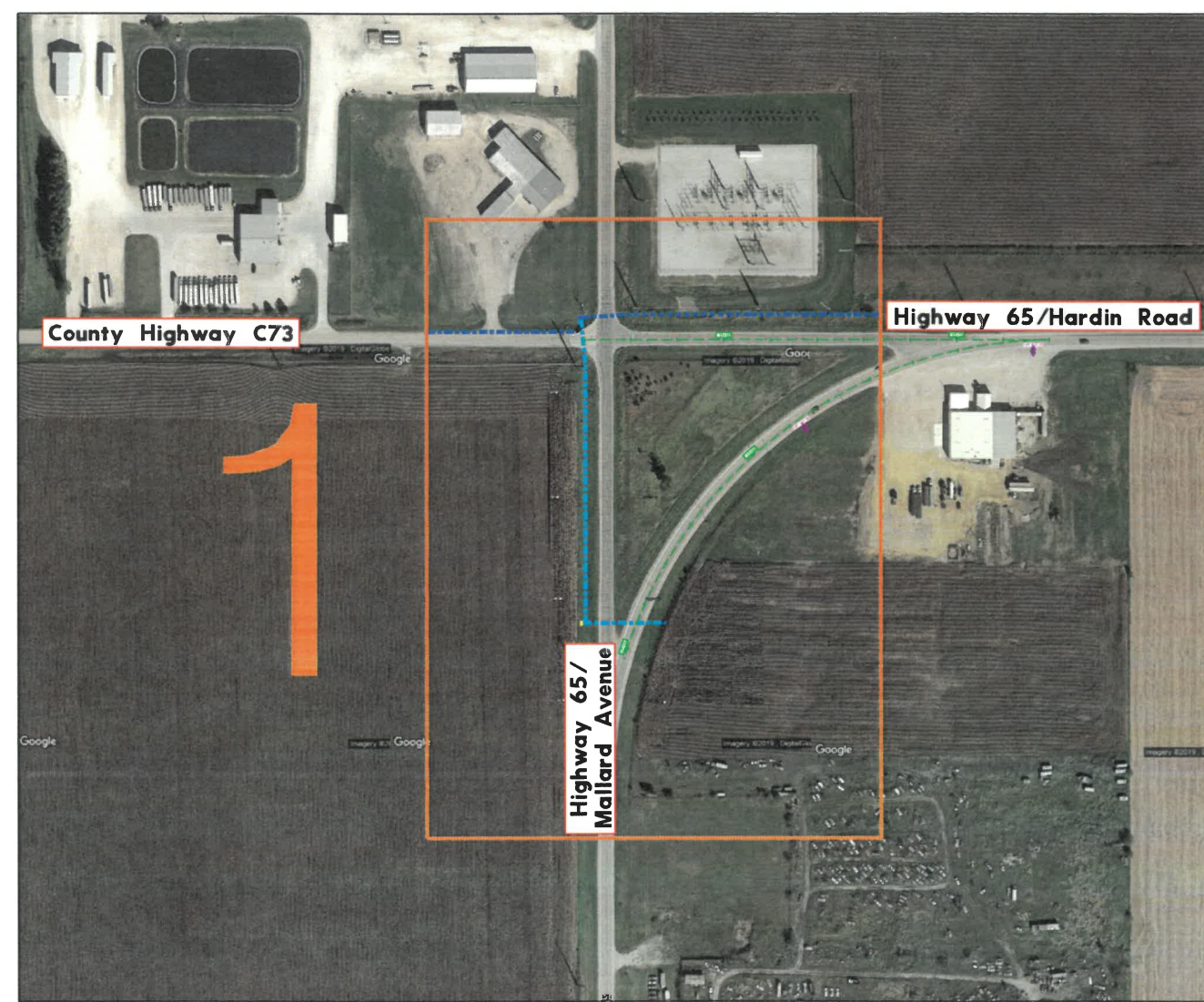
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**COVER**

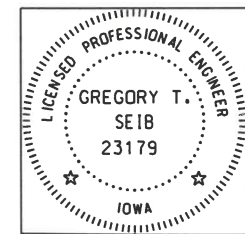
# HARDIN COUNTY IOWA AUREON IOWA FALLS-SOUTH FRONT TIE-IN

PROJECT COORDINATION CONTACTS			
NAME	AGENCY	PHONE NUMBER	EMAIL
JEFF KLOCKO	AUREON	515-830-0445	JEFF.KLOCKO@AUREON.COM
ANGELA SILVEY	HARDIN COUNTY	641-858-3182	ASILVEY@HARDINCOUNTYIA.GOV
J WADDINGHAM	FRANKLIN COUNTY	515-689-7717	JWADDINGHAM@CO.FRANKLIN.IA.US
KEVIN SCHLESKY	IOWA DOT DISTRICT 1	515-663-6363	KEVIN.SCHLESKY@IOWADOT.US
TINA SCHLEMMER	HARDIN COUNTY DRAINAGE DISTRICT	641-939-8111	TSCHLEMMER@HARDINCOUNTYIA.GOV



PERMITS REQUIRED	
SHT. NO.	DESCRIPTION
F.1	HARDIN COUNTY
F.1	FRANKLIN COUNTY
F.1	IOWA DOT UTILITY ACCOMMODATION (HWY. 65)

SHT. NO.	SHEET INDEX
C.1	COVER
G.1	GENERAL NOTES & SUMMARY OF QUANTITIES
D.1	DETAILS
F.1	FIBER DESIGN



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signature: *Gregory T. Seib* Date: *5-22-2019*  
 Printed or Typed Name: Gregory T. Seib  
 License Number: 23179  
 My license renewal date is December 31, 2020

Pages or sheets covered by this seal: C.1, G.1, D.1, F.1

USER: \$\$-USER--\$\$  
 DATE: \$\$-DATE--\$\$  
 DGN: \$\$-DESIGN-FILE-NAME--\$\$

PROJECT:  
IOWA FALLS-SOUTH FRONT TIE-IN



PRIOR TO CONSTRUCTION:

CALL 811 FOR LOCATION OF UNDERGROUND TELEPHONE, ELECTRIC, GAS MAINS, CABLE TELEVISION AND OTHER UTILITIES.

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**GENERAL NOTES**

**PROJECT NOTES**

- THE LOCATIONS OF ALL AERIAL AND UNDERGROUND UTILITY FACILITIES MAY NOT BE INDICATED ON THESE PLANS. UNDERGROUND UTILITIES, WHETHER SHOWN OR NOT, WILL BE LOCATED AND FLAGGED BY THE UTILITIES UPON THE REQUEST OF THE CONTRACTOR. NO EXCAVATION WILL BE PERMITTED IN THE AREA OF THE UNDERGROUND UTILITIES UNTIL ALL SUCH FACILITIES HAVE BEEN LOCATED AND IDENTIFIED TO THE SATISFACTION OF ALL PARTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF ALL UNDERGROUND AND AERIAL UTILITIES AND CONSTRUCTIONS.
- REQUIREMENTS:
  - DEPTH-THE UTILITY INSPECTOR SHALL MONITOR THE MINIMUM DEPTH OF COVER:

COMMUNICATIONS.....36"	ELECTRIC.....48"
WATER OR SEWER.....60"	GAS.....48"
DRAINAGE TILE.....24"	
  - FORTY-TWO (42) INCHES BELOW A PROJECTED SLOPE FROM THE FLOW LINE OF A DITCH AT A THREE (3) HORIZONTAL AND ONE (1) VERTICAL SLOPE,
  - FORTY-EIGHT (48) INCHES UNDER A ROADWAY MEASURED FROM THE SURFACE OF SAID ROADWAY TO THE TOP OF THE INSTALLATION,
  - FORTY-EIGHT (48) INCHES UNDER A STORM WATER OR CREEK CHANNEL DESIGN FLOW LINE, AND
  - MAINTAIN A MINIMUM OF 24" OF VERTICAL & HORIZONTAL SPACING FROM EXISTING UTILITIES.
  - THE APPLICANT SHALL USE REFERENCE MARKERS WITHIN THE RIGHT-OF-WAY TO LOCATE LINE AND CHANGES IN ALIGNMENT, AS WELL AS TILE LINE LOCATIONS. A PERMANENT WARNING TAPE SHALL BE PLACED ONE (1) FOOT ABOVE ALL UNDERGROUND UTILITY LINES.
  - RESIDENTS ALONG THE UTILITY ROUTE SHALL HAVE UNINTERRUPTED ACCESS TO THE PUBLIC ROADS.
  - THE APPLICANT AND ROAD DEPARTMENT REPRESENTATIVE SHALL MAKE A JOINT ASSESSMENT OF THE ROAD SURFACING BEFORE AND AFTER CONSTRUCTION. THE APPLICANT SHALL APPLY GRANULAR SURFACING TO RESTORE THE ROAD TO ORIGINAL CONDITION. ANY DISTURBED AREAS WITHIN THE RIGHT-OF-WAY SHALL BE RESTORED TO ORIGINAL CONDITION. RE-CONSTRUCTION WORK THAT IS PERFORMED BY THE COUNTY WILL BE ASSESSED TO THE APPLICANT.
  - UTILITY LINES HAVING AN INSIDE DIAMETER OF MORE THAN 2" WHICH CROSS BENEATH A PAVED ROADWAY SHALL BE PLACED WITHIN APPROVED CASINGS. CABLE CASINGS MAY BE PLACED THROUGH THE SUB-GRADE BY DIRECTIONAL BORING OR OTHER APPROVED METHODS. THE CASINGS SHALL EXTEND TO THE TOE OF THE FORE SLOPE ON EACH SIDE OF THE ROADWAY.
  - PLOWING MAY BE ALLOWED ON UNPAVED ROADS. WHERE AN OPEN TRENCH IS REQUESTED OR REQUIRED, BACKFILLING SHALL BE COMPACTED IN LAYERS OF 6" OR LESS TO AVOID SETTLEMENT. PLOWING WILL BE ALLOWED FROM SHOULDER-LINE TO SHOULDER-LINE ONLY. ALL LINES PLACED BETWEEN SHOULDER-LINE AND RIGHT-OF-WAY LINE SHALL BE TRENCHED.
  - ANY EXCAVATION, TRENCHING, OR PLOWING WITHIN THE RIGHT-OF-WAY FROM NOVEMBER 15-MARCH 15 MAY CAUSE EXCESSIVE DISTURBANCE TO THE ROADWAY AND THEREFORE WILL BE REVIEWED ON A CASE-BY-CASE BASIS. DEPENDING UPON THE WEATHER, APPROVAL MAY BE SUSPENDED.
  - OVERHEAD UTILITIES SHALL BE LOCATED TWO (2) FEET INSIDE THE R.O.W. LINE. VERTICAL CLEARANCE OVER ROADWAYS SHALL BE A MINIMUM OF EIGHTEEN (18) FEET MEASURED AT THE CENTERLINE OF THE ROADWAY. ANY OVERHANG PROBLEMS WITH CROSS-ARMS MUST BE ADDRESSED BY THE UTILITY.
  - CONSTRUCTION SIGNING SHALL COMPLY WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. ALL WORK SHALL CONFORM TO THE IOWA DEPARTMENT OF TRANSPORTATION CONSTRUCTION MANUAL, STATEWIDE URBAN DESIGN STANDARDS (SUDAS), AASHTO ROADSIDE DESIGN GUIDE, AND CRITERIA SET FORTH THEREIN.
  - ALL EQUIPMENT SHALL BE REMOVED FROM THE RIGHT-OF-WAY BETWEEN THE HOURS OF 30 MINUTES BEFORE SUNSET TO 30 MINUTES AFTER SUNRISE.
- ALL POTHOLES IN SIDEWALK PANELS WILL REQUIRE FULL PANEL REPLACEMENT.
- ANY CUT OR POT HOLE IN A CONCRETE STREETS PANEL WILL REQUIRE FULL PANEL REPLACEMENT.
- ANY CUT OR POT HOLE IN A ASPHALT STREET LANE WILL REQUIRE SEAM TO SEAM ASPHALT MILLING AND REPLACEMENT.

**UTILITY CONTACTS**

NAME	AGENCY	PHONE NUMBER	EMAIL
JEFF KLOCKO	AUREON	515-830-0445	JEFF.KLOCKO@AUREON.COM
MICHAEL YOUNTS	MID-AMERICAN ENERGY	515-979-8294	MYOUNTS@MIDAMERICAN.COM
	MEDIACOM	855-633-4226	
	WINDSTREAM	877-901-4692	
	DISH NETWORK	888-926-5457	
	DIRECT TV	866-667-9485	
	ALLIANT ENERGY (NATURAL GAS)	800-255-4268	

**IDOT PROJECT NOTES**

- NOTE 1: THIS LIST IS NOT ALL-INCLUSIVE. CONTRACTOR IS RESPONSIBLE TO REQUEST LOCATES OF ALL UTILITIES, AND COORDINATE IF NEEDED, PRIOR TO COMMENCING WORK. 72 HOUR ADVANCE NOTICE IS REQUIRED TO NOTIFY ALL UTILITY COMPANIES.
- NOTE 2: EXISTING UTILITY CONFLICTS: ANY CHANGES TO THE PLANNED RUNNING LINE REQUIRE PRE-APPROVAL BY AUREON AND ROW AUTHORITY HAVING JURISDICTION. THE PLAN FOR PARALLEL UTILITIES WOULD BE TO ADJUST THE RUNNING LINE BY AN APPROPRIATE OFFSET (APPROXIMATELY 2') OR CHANGE DEPTH OF THE INSTALLATION DEPENDING ON ROW AVAILABILITY.
- NOTE 3: CONTRACTOR WILL SCHEDULE A SITE WALKTHROUGH UPON COMPLETION OF LOCATES TO DETERMINE ANY CHANGES IN THE RUNNING LINE DUE TO EXISTING UTILITIES. ANY CHANGES REQUIRE IOWA DOT APPROVAL PRIOR TO CONSTRUCTION ON SEGMENTS INVOLVED.

**SUMMARY OF QUANTITIES**

ITEM	UNIT	QUANTITY
CONDUIT, 1.25" B	LF.	828
FIBER, ARMORED	LF.	828
FIBER, ARMORED, UNDERGROUND SLACK STORAGE	LF.	300
PULL BOX, 24"X36"X36"	EA.	1

**LEGEND OF SYMBOLS**

- EXISTING CONDUIT
- EXISTING AERIAL FIBER
- BORED CONDUIT
- PLOWED CONDUIT
- NEW AERIAL FIBER
- NEW AERIAL FIBER, OVERLASH
- MESSENGER CABLE
- NO CITY RECIPIENT FIBER
- EXISTING CONDUIT
- EXISTING SIGNAL CONDUIT
- ROW
- NEW PULL BOX
- NEW PEDESTAL
- NEW POLE
- NEW DOWN GUY
- NEW RISER
- NEW SLACK SPAN
- NEW SLACK LOOP
- EXISTING PULL BOX
- EXISTING PEDESTAL
- EXISTING UTILITY POLE
- EXISTING SLACK LOOP
- EXISTING SPLICE CASE
- EXISTING MANHOLE
- SIGN
- BARRICADE
- DRUM
- BORE PIT
- ARROW PANEL
- UTILITY EASEMENT

**CABLE AND CONDUIT DESIGNATIONS**

- B is Conduit Bored (ie..3" B)
- C is conductor (ie.. 3/C)
- CC is Coaxial Cable
- CCC is Camera Control Cable
- CDC is Camera Detector Cable
- CG is Circuit Ground
- CPC is Camera Power Cable
- DB is Direct Buried
- DMSC is Dynamic Message Sign Cable
- EDC is Emergency Detector Cable
- ETW is Electric Tracer Wire
- EX is Existing
- FI is Fabric Interduct
- FLC is Fiber Locate Cable
- FTW is Fiber Tracer Wire
- INS is Install
- INT is Intraduct
- LC is Lead-In Cable
- M is Conduit Mounted (ie..2" M)
- MB is Main Line Conduit Group Bored (6) 1 1/4"
- MM is Multi Mode Fiber Cable
- MT is Main Line Conduit Group Trenched (6) 1 1/4"
- NO is Number
- OH is Over Head
- PR is Pair of Communication (ie.. 6 PR)
- REL is Relocate
- REM is Remove
- RGS is Rigid Galvanized Steel
- SC is Service Cable
- SL is Street Light
- SM is Single Mode Fiber Cable
- T is Conduit Trenched (ie..3" T)
- TW is Tracer Wire (black or green)

USER: \$\$-USER-\$\$  
 DATE: \$\$-DATE-\$\$  
 DGN: \$\$-DESIGN-FILE-NAME-\$\$

PROJECT NO.	SHEET NO.
018-1341	D.1
Date: 5/13/2019	Drawn: RAM Checked: RAM Approved: GTS

PROJECT:  
IOWA FALLS-SOUTH FRONT TIE-IN

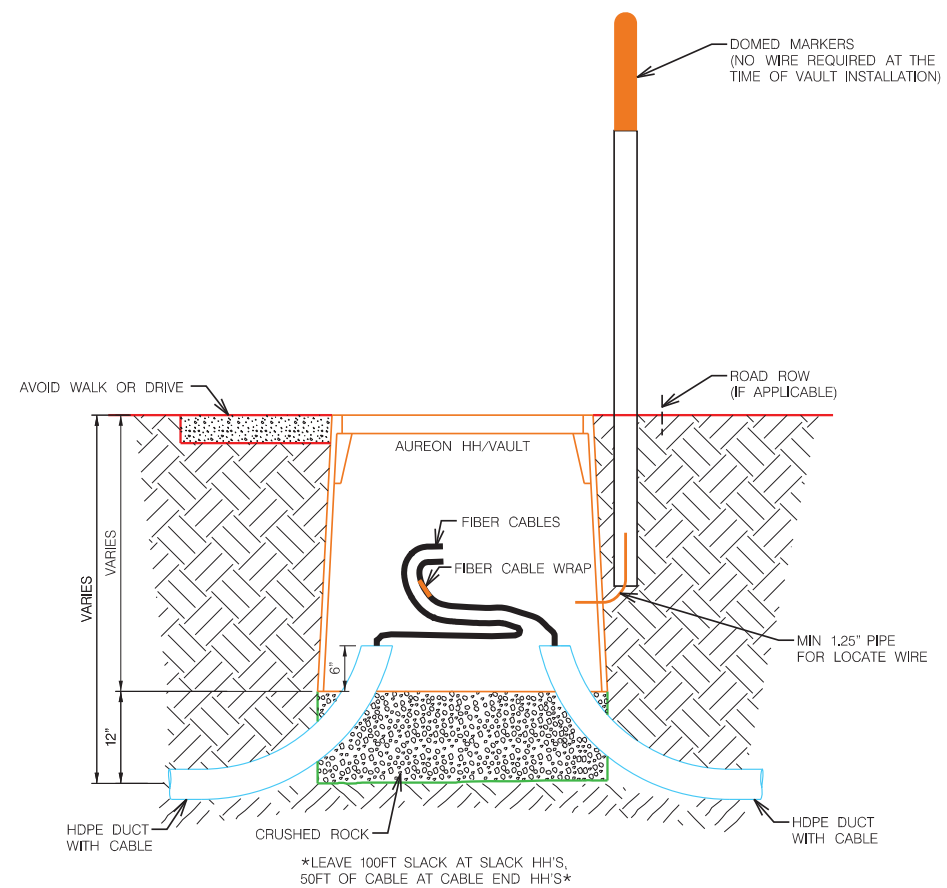


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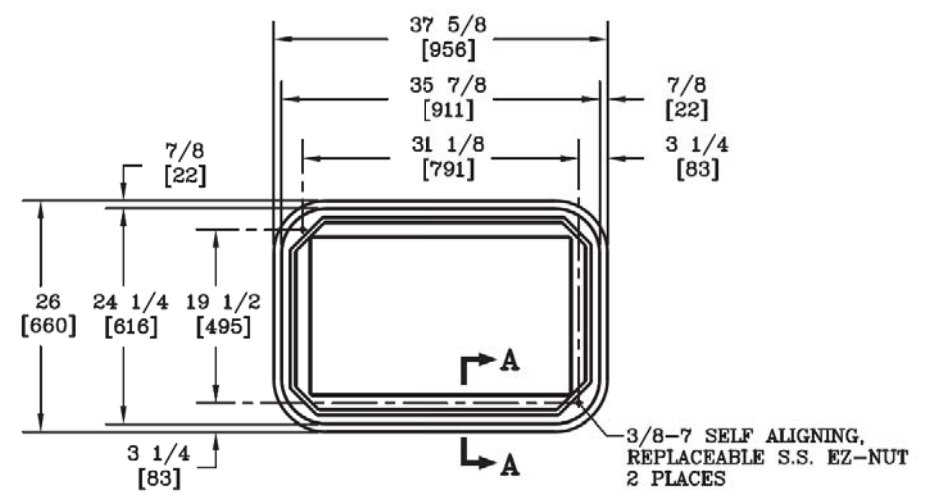
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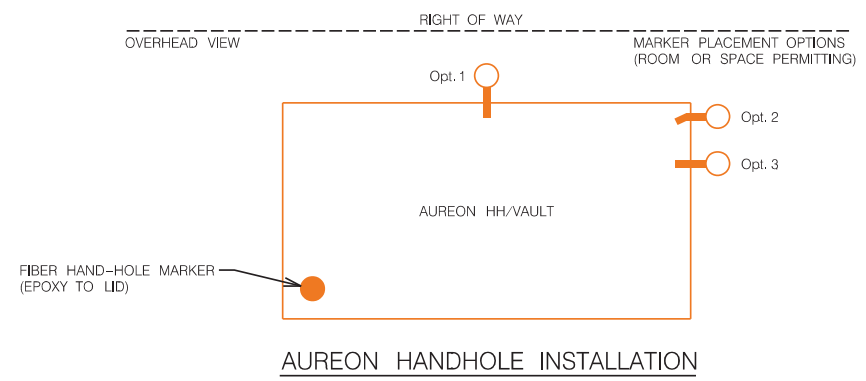
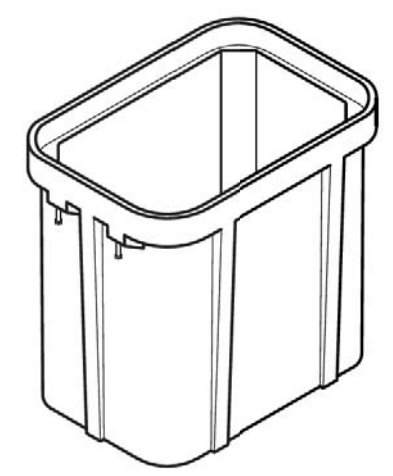
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AUREON HH/VAULT PLACEMENT  
CABLE SLACK ONLY LOCATIONS  
ELEVATION VIEW



AUREON QUAZITE 24X36X36 DETAIL



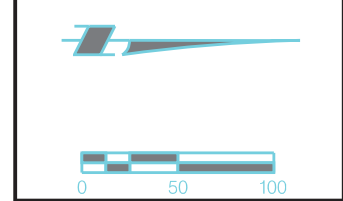
AUREON HANDHOLE INSTALLATION

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DATE: \$\$-DATE-\$\$  
DGN: \$\$-DESIGN-FILE-NAME-\$\$



PROJECT NO.	SHEET NO.
018-1341	F,1
Date: 5/13/2019	Drawn: RAM
	Checked: RAM
Horz. Scale 1 : 100	Approved: GTS

PROJECT:  
IOWA FALLS-SOUTH FRONT TIE-IN



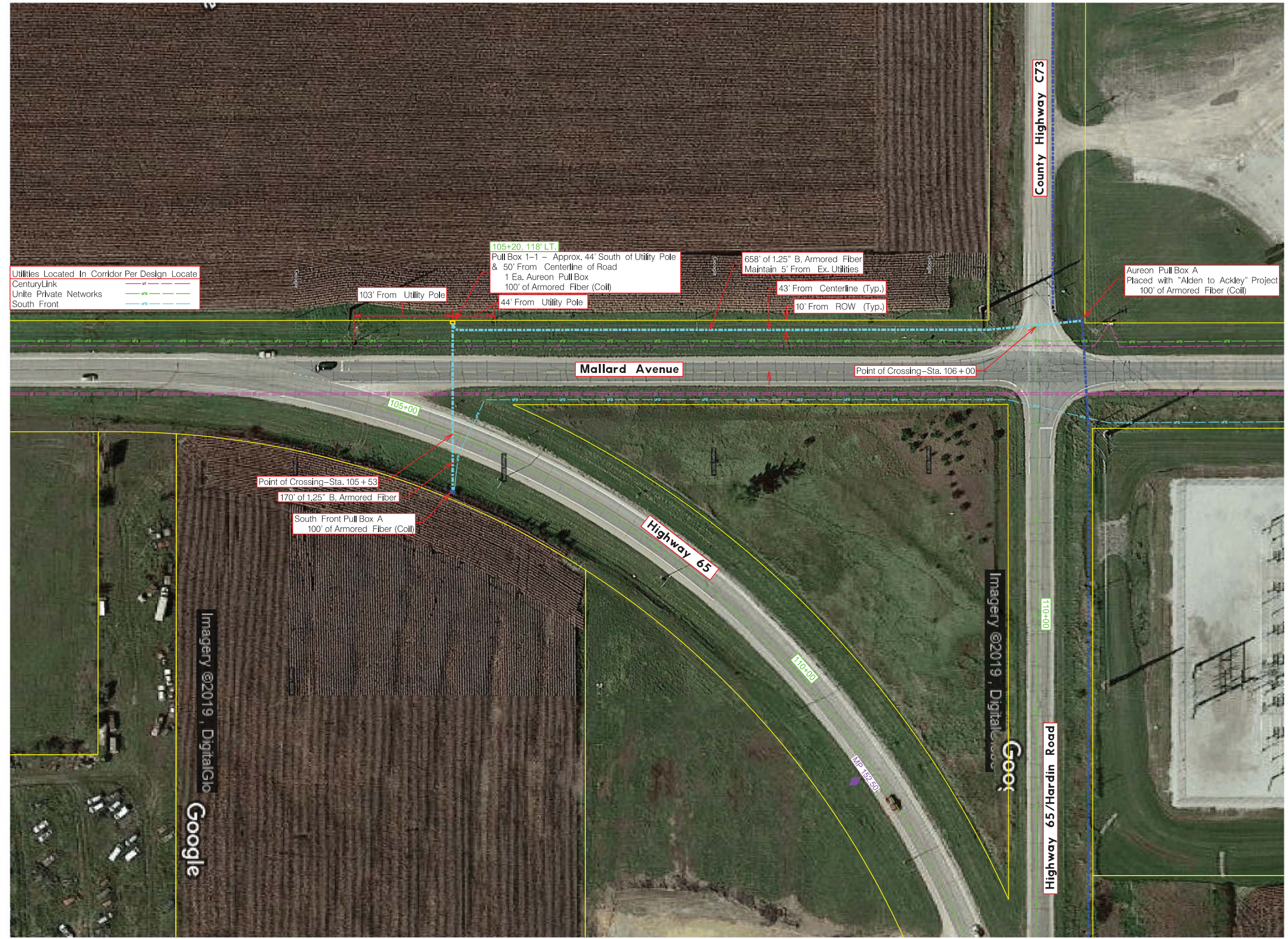
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FIBER DESIGN



USER: \$\$-USER-\$\$  
DATE: \$\$-DATE-\$\$  
DGN: \$\$-DESIGN-FILE-NAME-\$\$



# HARDIN COUNTY

## Courthouse

HARDIN COUNTY COURTHOUSE  
1215 EDGINGTON AVE.  
ELDORA, IA 50627

**FILED**

MAY 21 2019

HARDIN COUNTY AUDITOR

### HARDIN COUNTY Employee Change of Status Report

Please enter the following change(s) as of 5/27/2019  
Date

Name: Christian Copper

Department: Sheriff

Address: \_\_\_\_\_

Position: Deputy

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Salary/Hourly Rate: \$21.07

Fund: 0001 05 1000 000 10002

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: Hired at the rate of \$21.07 until July 1, 2019 rate increases to \$21.70 per Union Contract for the period of 6 months / He has this time to acquire a residence in Hardin County and complete his probation period. His wage will then increase to \$23.03 and follow Union Contract Guidelines

Dates of Employment: \_\_\_\_\_ to \_\_\_\_\_ Last Day of Work \_\_\_\_\_  
From To (if applicable)

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

Authorized by: *David G. Daniel*  
Elected Official or Department Head

21 May 19  
Date

Authorized by: \_\_\_\_\_  
Board of Supervisors

\_\_\_\_\_  
Date



# HARDIN COUNTY

## Courthouse

HARDIN COUNTY COURTHOUSE  
1215 EDGINGTON AVE.  
ELDORA, IA 50627

**FILED**

MAY 23 2019

HARDIN COUNTY AUDITOR

### HARDIN COUNTY Employee Change of Status Report

Please enter the following change(s) as of 6/1/2019  
Date

Name: Jordyn Anna Louise Houston

Department: Sheriff - Administration

Address: \_\_\_\_\_

Position: Part time - Receptionist

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Salary/Hourly Rate: \$13.56

Fund: 0001 5 1060 000 10004

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: Resigned from P/T Communications Specialist but is staying on part time as receptionist in the administration office. Starting rate of \$13.56 until July 1st pay increases to \$15.00

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: *Paul G. Daniel*  
Elected Official or Department Head

23 MAY 19  
Date

Authorized by: \_\_\_\_\_  
Board of Supervisors

\_\_\_\_\_  
Date

# **Heartland Insurance Risk Pool**

## **Coverage Summary And Proposal**

**2019/2020**

### **Hardin County**

May 9, 2019

**IMPORTANT:** The proposal is an outline of the coverage proposed by the Heartland Insurance Risk Pool, based on the information provided by your county. The summary is only an outline of the insurance coverage document arranged through this office. It does not include all the terms, coverage, exclusions, limitations, and conditions of the actual contract language. The coverage documents themselves must be read for those details. Coverage document forms for your reference will be made available upon request.

# Heartland Insurance Risk Pool

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## Heartland Insurance Risk Pool

The Heartland Insurance Risk Pool (HIRP) is a member-owned and funded property-liability self-insurance pool. The formation of HIRP is enabled by Chapter 331.301 of the Code of Iowa and was formed for the benefit of Iowa counties. HIRP operates as a stand alone insuring organization and is managed and operated by its members through a Board of Trustees, which is made up of member County Supervisors or County Auditors.

HIRP has no employees and the Board of Trustees contracts with Risk Management Solutions of Iowa, Inc. (RMSI) for administration services for the necessary operation of the Pool, Creative Risk Solutions for claims management, and Arthur J. Gallagher Risk Management Services (AJGRMS) for loss control and brokerage services for reinsurance coverage for the Pool.

The features of pools are numerous, but a concise list would include:

### 1. Structure

- HIRP is structured as a self-insured pool and enabled by Chapter 331.301 of the Code of Iowa. The Pool is tax-exempt and was formed under Chapter 28E of the Iowa Code.
- All county participants are members of the Pool and are represented by a Board of Trustees responsible for pool oversight.

### 2. Funding

- HIRP is structured with the intent that contributions (premiums) of the member counties will fund operations and expected losses of the pool and produce equity.
- Specific excess insurance is purchased to protect the Pool from a single catastrophic loss.
- In the event of unfunded liability, the by-laws contain an assessment feature which helps guarantee the Pool's financial condition, if in fact claims presented to the Pool result in additional expenditures than were anticipated. To date HIRP has not had an assessment.

This should be compared to the normal reaction by the insurance industry following a period of adverse claim activity. That reaction would include premium increases, reduction in coverage or non-renewal of coverage.

### 3. Cost Savings

- In most instances, pools realize a long-term cost savings for members. This is because the member-owned pool retains all profits, which are generated by lower expense ratios, investment income and improved claim handling.

### 4. Improved Coverages

- HIRP issues coverage documents on a form written specifically for the Pool. The documents contain standard industry exclusions common to all industry policies, but eliminate many of the limiting exclusions and conditions existing on current forms.

# Heartland Insurance Risk Pool

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## 5. Stability of the Program

- The insurance industry has consistently experienced wide cycles. In conservative periods, counties experience price increases, reductions in coverage or cancellations. Since HIRP's expense related to the standard insurance marketplace is limited to reinsurance cost, the impact of these cycles is reduced and the ultimate long-term cost is more a function of the members' claim experience.

## 6. Claims Administration

- HIRP's claims are currently administered by Creative Risk Solutions (West Des Moines, Iowa).

## 7. Safety and Loss Control

- The commercial insurance sector offers safety/loss control services on a very limited basis to counties. Since these loss control individuals answer to a number of different clients, their knowledge of county risks is extremely limited.
- HIRP strives to offer loss control services, which are beneficial and unique to member needs. These specialists dialogue with the member personnel who already have a strong working knowledge of property and liability issues and risks.

## 8. Loss Sharing

- Each member of HIRP is loss sharing only with other members and Special Acceptances of the Pool. In the commercial insurance system, counties are combined with chemical companies, contractors and other ventures over which they have no commonality or control. HIRP is structured with periodic financial reviews by contracted claims experts and the Pool's own governing Board.

## 9. Investment Income

- In the commercial system, the insurance company earns the investment income on their client's premiums.
- With HIRP, excess funds remain with the Pool waiting to pay claims. That money is deposited and remains in Iowa banks (specifically in Member county banks) at the direction of the Pool's investment committee until it is needed for expense or claim payments. The investment income from premiums contributes to the funding of the Pool.

# Heartland Insurance Risk Pool

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## 10. Information

- Monthly claims information will be provided by Creative Risk Solutions, the third-party administrator.
- Frequent safety updates provide information on issues important to our members.

## 11. Legal Resources

- Member counties have reasonable access to the Pool's attorney in order to ask questions and obtain advice on matters that could give rise to claims against the county.

## 12. Risk Management Function

- The standard method of purchasing insurance can leave some entities out of the true risk management functions designed to lower costs. These are:
  - exposure analysis
  - loss control
  - claim administration
  - claim information reports
- In contrast, HIRP utilizes the team of professionals at RMSI, CRS and Gallagher who administer the programs through the member counties. The members have an existing knowledge of risk sharing that the commercial insurance sector could never duplicate. Involvement in all of the risk management functions allows for a more cost efficient product.

# Heartland Insurance Risk Pool

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## HIRP County Members

Benton County

Cedar County

Chickasaw County

Decatur County

Fayette County

Hardin County

Mahaska County

Mitchell County

Tama County

Van Buren County



# Heartland Insurance Risk Pool

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## Summary Of Coverages

### Heartland Insurance Risk Pool

"Descriptions of coverage provided in this coverage summary comprise an outline intended for discussion purposes only. Actual Coverage Document language must be consulted for any definitive evaluation of coverage terms and conditions. See Coverage Document for retroactive dates by line of coverage."

# Heartland Insurance Risk Pool

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## Property (HIRP Coverage Document)

### *Who Is Insured?*

Participating county members of HIRP and special acceptances as approved by the Board.

### *What Is Insured?*

#### **Property Including:**

- Buildings
- Contents
- Fine Arts
- Glass - (includes Vandalism)
- Valuable Papers
- Accounts Receivable
- Extra Expense
- Electronic Data Processing Equipment and Media—Includes Limited Breakdown Coverage
- EDP Extra Expense
- Builders Risk (on a scheduled basis)
- Newly Acquired Locations - \$500,000 Limit (must be reported within 90 days)
- County Owned Automobiles Located on Premises
- Outside Antennas
- Owned Scheduled Watercraft

### *What Is Not Insured?*

- Animals
- Aircraft
- Standing Timber
- Growing Crops
- Currency
- Money
- Notes
- Securities
- Non-county Owned Automobiles
- Bridges, Roadways, etc.
- Building Foundations
- Underground Piping and Drains
- Fences
- Electrical or Communication Lines
- Losses Resulting from Terrorism
- Losses Resulting from Toxic Mold
- Losses Resulting from Asbestos

# Heartland Insurance Risk Pool

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## ***What Kind Of Losses Are Insured?***

All causes of loss except those specifically excluded. Please refer to coverage document for exact exclusions.

## ***How Much Is It Insured For?***

<b>Property Limit</b>	<b>Per Schedule</b>	<b>Per Occurrence</b>
Flood	Not Covered	Not Covered
Earthquake	\$2,000,000	\$2,000,000 Annual Aggregate
Newly Acquired Property	\$500,000	Per Location
Builders Risk	Per Schedule	Per Occurrence
Unscheduled Locations (reported within 90 days)	\$500,000	Any One Occurrence
Property Deductible	\$1,000	Per Occurrence
Inland Marine – Equipment	\$1,000	Per Occurrence

## ***How Are Losses Adjusted?***

Losses are adjusted with the idea of repairing the property when feasible. If the property cannot be repaired, the coverage provides replacement cost protection per the applicable schedule (if the property is replaced). If the property is not replaced, the coverage pays an actual cash value settlement after depreciation.

## ***Additional Coverage Extensions:***

- Debris Removal (\$100,000 limit)
- Fire Department Charges – Reasonable
- Pollution Clean Up - \$50,000 Annual Aggregate
- Newly Acquired Property - \$500,000 (Automatic – must be reported within 90 days)
- Property Under Construction – Pre-approved and on a scheduled basis
- Personal Property of Others – \$5,000 per person, to a total of \$50,000
- Law and Ordinance Deficiency Coverage
- Utility Service Failure – Up to \$100,000 per occurrence
- Computer Coverage
- Computer Virus
- See Coverage Document for other coverage extensions

# Heartland Insurance Risk Pool

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## Liability

### Who Is Insured?

The participating county member, special acceptances as approved by the Board, and its elected and appointed officials, trustees, directors, officers, employees, agents, and volunteers, but only to the extent such individuals are acting within the official scope of their duties with the County.

### GENERAL LIABILITY (Claims Made Form)

Bodily Injury (including mental injury, mental anguish, shock, sickness, death, disease or disability) and Property Damage resulting from:

- Premises and Operations
- Products and Completed Operations
- Non-owned auto endorsement
- Limited Professional Health Care Services

Personal Injury resulting from:

- Libel or Slander
- Defamation of Character
- Disparagement of Property
- Wrongful Entry or Eviction
- Oral or Written Publication of Material that Slanders or Libels
- Oral or Written Publication of Material that Violates a Person's Right of Privacy

### PUBLIC OFFICIALS ERRORS & OMISSIONS (Claims Made Form)

Coverage is provided for wrongful acts arising out of:

- Error or Misstatement
- Act or Omission
- Neglect or Breach of Duty (Except if Intentional)
- Employment Practice Violations (Wrongful Termination, etc.)
- Discrimination
- Violation of Civil Rights
- Sexual Harassment

# Heartland Insurance Risk Pool

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## WHAT IS NOT INSURED?

Examples of liability claims that are not covered:

- Pollution/Contamination
- Bodily Injury to Employees Including Volunteers
- Professional Liability Arising out of Auditing Activities, Investment/Real Estate Activities and Fiduciary Capacity
- Failure to Supply Utilities
- Eminent Domain and Inverse Condemnation
- Assault/Battery Except for Alleged Assault/Battery Committed for the Purpose of Preventing Injury to Persons or Damage to Property or Liability Arising out of Corporal Punishment
- Hospital Operations
- Nuclear Energy Liability
- Incidents Resulting from Nuclear, Biological or Chemical Terrorism
- War Risk
- Insured vs. Insured
- Losses resulting from asbestos, mold, lead or EMF

# Heartland Insurance Risk Pool

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## What Are The Limits Of Coverage?

Each member and special acceptance chooses the liability limit for the entity. Current limits and your retroactive date are shown below:

### Hardin County

Coverage	Liability Limits	Retroactive Date
General Liability	\$7,000,000	July 1, 1987
Public Officials Liability	\$7,000,000	July 1, 1987
Law Enforcement Liability	\$7,000,000	July 1, 1987
Business Auto Liability	\$7,000,000	July 1, 1987

Additional limits quoted on summary sheet.

# Heartland Insurance Risk Pool

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## Crime

### ***Who Is Insured?***

Participating county members of HIRP.

### ***What Is Insured?***

- Money
- Securities
- Property Other Than Money and Securities

### ***What Kind Of Losses Are Insured?***

- Loss Inside the Premises
- Loss Outside the Premises
- Money Orders and Counterfeit Paper Currency
- Depositors Forgery Coverage

### ***What Is Not Insured?***

- Loss Dependent upon Inventory Computation or Profit and Loss Computation for Proof
- Loss from Accounting or Arithmetical Errors or Omissions
- Employee Fidelity
- See Coverage Document for Complete List

### ***How Much Is It Insured For?***

- \$25,000 per occurrence

## Workers Compensation

Benefits under Workers' Compensation coverage are written on a Statutory basis. Employer's Liability contains a limit of \$2,000,000 per Accident.

## Cyber Coverage

Effective November 1, 2013, this coverage provides protection against covered Cyber liabilities.

# Heartland Insurance Risk Pool

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## Client Confirmation of Schedules and Exposures

After careful review of your insurance summary dated May 9, 2019, **Hardin County** agrees with the schedules and exposures. Any updates or changes if applicable are noted or attached.

It is understood this insurance summary provides only a summary of the details; the policies will contain the actual coverage.

We confirm the values, schedules, and other data contained in the insurance summary are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

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Agent Signature

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Client Signature

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Dated

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Dated



# Heartland Insurance Risk Pool

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## Client Authorization to Bind Coverage

After careful consideration of your proposal dated May 9, 2019, **Hardin County** accepts your insurance program subject to the following exceptions/changes:

Exceptions:

It is understood this proposal provides only a summary of the details; the policies will contain the actual coverages.

We confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

Please provide us with a binder(s) and invoice(s) for the coverages agreed upon at your earliest convenience.

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Agent Signature

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Client Signature

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Dated

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Dated

# HEARTLAND RISK POOL – RISK POOL AGREEMENT

The Risk Pool Agreement is made and entered into for the duration of the five-year term set forth in Section 4.2 below, commencing on July 1, 2020 and between the charter members and additional members of the Heartland Insurance Risk Pool which include the following:

Hardin County (charter member)	Mahaska County (charter member)
Mitchell County (charter member)	Chickasaw County (charter member)
Tama County (charter member)	Van Buren County (charter member)
Benton County (charter member)	Fayette County (charter member)
Cedar County (later member)	Decatur County (later member)

This Agreement is made by its members as Trustees of the Risk Pool hereinafter referred to as "Trustees," who desire to establish a Risk Pool for the benefit of qualified counties in the State of Iowa, who wish to Pool their resources to qualify as group self-insurers permitted by the Iowa Code.

## Section I

### Definitions

- 1.1 Department.** The term "Department" as used herein shall mean the Insurance Division of the Department of Commerce, State of Iowa or its successor charged with regulatory review of group self-insurance worker's compensation program funds or self-insurer liability, property and other insurance programs. Such regulation is not, at present, applicable to a "local government risk pool". Iowa Code Section 670.7(3).
- 1.2 Fund.** The term "Fund" as used herein shall mean and include all money and other property held hereunder, which shall consist of all monies received by the Risk Pool as member contributions or otherwise, and all policies purchased or held by, or assigned to the Risk Pool, together with all dividends, refunds or other sums of money payable or refundable to the Risk Pool, investment made by Trustees and income thereon, and all other monies or other property received and held by the Risk Pool for uses, purposes and trusts set forth in this Agreement. The "fund" shall also mean the Administrative Fund Account and the Claims Fund Account referred to in ARTICLE VI, Section 2 of the By-Laws.
- 1.3 Member/Participant** The term(s) "Member or Participant" as used herein shall mean and include such local governments who shall (a) qualify for participation under the Iowa Risk Pooling statute and regulation; (b) be a county in the State of Iowa; (c) qualify for participation under the requirements for eligibility adopted from time to time by the Trustees pursuant to this Agreement, the Operating Procedures or the By-Laws; (d) submit a request for participation in the Risk Pool in a form approved the Trustees; (e) make an initial contribution to the Fund determined on the basis of the coverage provided; (f) agree to be bound by terms of this Agreement, the Risk Pool By-Laws, the Operating Procedures, the Investment Policy and all the rules and regulations promulgated by the Trustees; and (g) at the required times make the additional installment contributions to the Fund. If the member satisfies these requirements, it may be accepted for participation under the provisions of the Risk Pool and Fund coverages and policies obtained pursuant thereto, all subject to and in accordance with

Section 5 hereof. Anything in the Agreement to the contrary notwithstanding, no applicant may participate as a Member herein, where such participant would be in violation of applicable law.

- 1.4 *Member Contribution.* The term "Member Contribution" as used herein shall mean and include payments made by a member to the Risk Pool, and also the amount paid from any member to the Risk Pool by reason of any assessment levied by the Trustees, pursuant to authority given them in this Agreement, the By-Laws, and the Operating Procedure.
- 1.5 *Policies.* The term(s) "Policy" or "Policies" as used herein shall mean and include any policies of insurance purchased by or assigned to the Risk Pool pursuant to this Agreement, and shall be deemed to include any and all amendments or endorsements attached to each such policy or policies.
- 1.6 *Regulations.* The term "Regulations" as used herein shall mean all regulations, as they are currently in force or hereafter amended, affecting the Risk Pool, which are promulgated by the State of Iowa or the Department. See, Section 1.1.
- 1.7 *Trustees.* The term "Trustees" as used herein shall mean the Trustee or Alternate designated in the manner provided by ARTICLE III of the By-Laws.

## **Section II Purpose Of Risk Pool And Application Of Fund**

- 2.1 The purpose of the Heartland Insurance Risk Pool is to provide a voluntary self-insured program to counties in the State of Iowa. The program is designed to provide members a greatly improved Loss Control Program whose purpose is to reduce claims and accidents; aid through sound and equitable claim management practices to reduce costs; and provide the required and/or desired reinsurance at a discount, based on volume and lower risk exposure.
- 2.2 The Trustees and any County which appoints them shall not be responsible in any way for the contributions and/or assessments made upon any other county in the Risk Pool. And, except as provided in ARTICLE V, no County shall be liable for the obligations of any other County or member of the Risk Pool.
- 2.3 All parties hereto, and all members and their employees and any person claiming by or through any members' employee or otherwise, understand and agree that self-insurance benefits under this Risk Pool are limited to those which can be provided under Iowa statutes, by the Fund, or under insurance policies financed from the proceeds of the Fund.
- 2.4 The Trustees shall establish, fix and determine eligibility requirements for members and requirements for the continuance of their participation, and such other terms as the Trustees may deem appropriate, and as are not inconsistent with the provisions of this Agreement. Such requirements shall be those in the By-Laws, Operating Procedures, and this Agreement.
- 2.5 The Trustees shall use and apply the Fund, in accordance with and consistent with the Investment Policies, for the following:
  - (a) To make payments in accordance with the various coverages that may be provided by the Risk Pool, and to make any other payments required by applicable law;

- (b) To establish and accumulate, as part of the Fund, a reserve or reserves in amounts which the Trustees may deem advisable, or may be required by law, to carry out the purposes of the Risk Pool;
- (c) To pay or provide for the payment of premiums on any insurance policy or policies from the proceeds of the Fund, when such premiums shall become due;
- (d) To pay or provide for the payment of all reasonable and necessary expenses of the collecting member contributions and administering the affairs of the Risk Pool and Fund, including but without limitation, all expenses which may be incurred in connection with the establishment and extension of the Risk Pool and Fund, the employment of such administrative, legal, expert and clerical assistance, the purchase of bonds, the leasing of such premises and the purchase or lease of such materials, printed matter, supplies and equipment as the Trustees, in their discretion find necessary or appropriate in the performance of their duties;
- (e) To make refunds by cash payments, dividends, or otherwise, from the Fund, as the Trustees may determine, to members who are such on an eligibility date or dates as may be established by the Trustees, and may make refunds of varying amounts to each such category of members, and may make refunds to one (1) or more category of members without making refunds to other categories of members.

2.6 Each Trustee, Officer, Employee of the Risk Pool who is assigned any duty by the Board or Risk Pool and each Trustee, Officer, or Employee who is authorized by the Trustees to sign checks or who may engage in handling monies or securities held by the Risk Pool shall be covered by a Crime Policy, at the expense of the Risk Pool, by a duly authorized fidelity company, in such amount or amounts as may from time to time be required by the Trustees or by any applicable law.

### **Section III.**

#### **Member Contributions To The Risk Pool**

3.1 Each member shall pay to the Risk Pool on such days as shall be decided upon by the Trustees, and appropriate initial member contribution determined by the Risk Poolees in accordance with the coverage to be provided, by the requirement of the Operating Procedures, and the initial amount of reserves to be held in the Risk Pool. In addition to the initial member contribution, each member shall pay to the Risk Pool, on such days as shall be decided upon by the Trustees, such periodic member contributions of installment of the Trustees shall be deemed necessary. Any member joining the Risk Pool at any time other than the beginning of a fiscal year shall pay into the Pool on a prorated contribution basis as determined by the Trustees.

### **Section IV.**

#### **Participation, Minimum Term Membership And Cancellation**

4.1 *Eligibility.* An applicant or existing member who satisfies the requirements of 1.3 of this Agreement and submits request for membership in the Risk Pool may be admitted, provided it satisfies the eligibility requirements or rules for membership established by the Trustees, pursuant to Section 2.4 and the By-Laws, and Operating Procedures. Membership in the Risk Pool shall be deemed to have subscribed to and adopted the 28E Agreement, this Agreement, the By-Laws, the Operating Procedures, the Investment Policy, all as they exist on the date

such member commenced participation and as they may hereafter be amended, and to have adopted the Trustee actions as such from time to time hereunder.

*4.2 Minimum Term and Continuance of Membership in the Risk Pool.* Any applicant who becomes a member in accordance with the provisions of this Section IV shall do so, with the intent to continue participation for five (5) years. Subsequent to this initial term, continuing membership shall be for subsequent five (5) year terms. A member may withdraw from continuing membership (or decline to renew membership) only in the last fiscal year of any five (5) year term, with a minimum of ninety (90) days written notice to the Chairman of the Board of Trustees before the end of the fiscal year.

*4.3 Termination or Cancellation of Membership in the Risk Pool.* A member's membership in the Risk Pool may be terminated or cancelled for the following by the Trustees:

- (a) In the event the participant shall fail to pay premium, assessment, initial or subsequent contribution due the Risk Pool, on the date it becomes due;
- (b) In the event the participant shall not file any report or census required to be filed by Risk Pool participants on the date same shall be due;
- (c) The failure to continue to meet membership criteria, as specified in the Operating Procedures;
- (d) The failure to provide underwriting criteria;
- (e) The failure to participate in the Safety/Loss Prevention Program or Claims Management Program, in order to carry out the purposes for which the Risk Pool was established;
- (f) In the event any report or census required to be filed by Risk Pool participants shall contain any materially false statement, or omit any material information required;
- (g) Or for any other reasons defined in the Operating Procedures or Risk Pool Agreement. Any such expulsions shall not negate nor be construed to negate any pro rata liability of the expelled member incurred or accrued before the date of expulsion;

A member may be expelled from the Risk Pool, only after at least sixty (60) days written notice has been given. No liability shall accrue to the Risk Pool, or its members, for any occurrence of the expelled member occurring after the sixty (60) day notice, unless the member has appealed to the full membership and the appeal is pending and then after final decision of the membership.

The member may appeal the decision of the Trustees to the full membership within a sixty (60) day notification. The decision of the membership shall be final. The provision of this sixty (60) day period is afforded so that the member may secure replacement insurance coverages from other sources. After a member's membership terminates, the member shall have no further rights or interest in the Risk Pool or Fund for future coverage periods. Any termination of membership and coverage for a member, at any time, shall not relieve that member of its pro rata share of the joint liability of other remaining members incurred or accrued at the time before that member's membership is terminated and ceases, as defined under section 9.1 hereunder.

*4.4 Vesting and Return of Positive Claims Fund Balances*

- (a) **Vested Members.** A vested member of the Risk Pool that does not renew membership, or withdraws from membership under provisions of Section 4.2, above, or whose membership is terminated or canceled, will receive a return of only that member's vested positive Claims Fund balance (as defined in Section V of the

Operating Procedures) as determined herein below. A vested member is one which has been a Risk Pool member for five (5) continuous and complete years. A vested member whose membership is withdrawn as noted in Section 4.2, terminated, or canceled in any year of an existing five (5) year Risk Pool Agreement will have total of twenty percent (20%) of that balance for each fiscal year of membership in the Risk Pool under the repayment Schedule provided in Section 4.4(d).

- (b) **New Members – Vesting.** Any county which becomes a new member of the Risk Pool, and which obtains membership as a new member in association with the existing ten (10) members forming the Risk Pool shall become a vested member beginning at the end of the last day of the fifth full year in which membership was maintained and shall vest according to the following schedule:

Year 6: 20 percent (20%) of any positive Claims Fund balance for that member which existed at the last day of the sixth year.

Year 7: 40 percent (40%) of any positive Claims Fund balance for that member which existed at the last day of the seventh year.

Year 8: 60 percent (60%) of any positive Claims Fund balance for that member which existed at the last day of the eighth year.

Year 9: 80 percent (80%) of any positive Claims Fund balance for that member which existed at the last day of the ninth year.

Year 10: 100 percent (100%) of any positive Claims Fund balance for that member which existed at the last day of the tenth year.

- (c) Subject to Section 4.2 and 4.3, above, ninety percent (90%) of that vested or partially vested member's positive Claims Fund balance will be returned to that member over a five-year period with the remaining 10 percent (10%) retained by the Risk Pool to cover expenses and administrative costs.

- (d) At the completion of that fiscal year after the fiscal year in which such vested or partially vested member's membership ceases, under either Sections 4.2 or 4.3, that member's positive Claims Fund balance, if any, will be determined. Ninety percent (90%) of the balance so determined will be segregated but remain among the Risk Pool's invested monies. That member will receive annual payments for the next five (5) years, from the members' segregated balance so determined, as adjusted from year to year, at the following times and in the following amounts:

Year One	Five Percent (5%)
Year Two	Ten Percent (10%)
Year Three	Twenty Percent (20%)
Year Four	Thirty Percent (30%)
Year Five	Balance Remaining

- (e) Payments to such former members will be made on August 15 of each year for each of the five (5) years identified in the preceding subparagraph and shall include interest on the remaining balance, if any, calculated on the basis of that weighted average rate of interest earned on all Risk Pool investments for the fiscal year ending June 30 immediately preceding.

4.5 The Risk Pool reserves the right to reassess any former member up to the total amount of the returned Claims Fund payments made to that member as so calculated in Section 4.4 above, if claims develop subsequent to discontinuation, withdrawal, or termination of membership, which have not been calculated in the reserve for incurred but not reported claims. And with respect to any covered reported claim or which reserves have been established and liability eventuates after non-renewal, withdrawal or cancellation of membership of that member, the member shall remain liable to the Risk Pool for reimbursement and restitution of any amounts paid by the Pool in satisfying any such liability for amounts paid in excess and beyond any returned Claims Fund payments made under Section 4.4.

## **Section V.**

### **Power of Trustees**

- 5.1 The Trustees shall have the powers specified herein, and in the By-Laws and Operating Procedures.
- 5.2 The Trustees shall have full power to enforce the provisions of ARTICLE IV, and ARTICLE V of the Operating Procedures against any current, withdrawn, or terminated member to assume and discharge any lawful award through the levy and collection of any assessment, special or otherwise, to buy such award, or to establish a cash reserve out of which lawful and proper claims or awards are to be paid.
- 5.3 The Trustees shall cause to be established and maintained By-Laws, Operating Procedures, and Investment Policies and any other documents as required from time to time under Iowa law.
- 5.4 The Trustees shall have the right to enforce the performance of all obligations created under this Agreement, the By-Laws and Operating Procedures, and to institute proceeding so any nature whatsoever to enforce the same.
- 5.5 Title of all of the monies paid into the Risk Pool and all other property of the Risk Pool shall be under the constructive possession of the Trustees, and members shall have only that right, title or interest in or to the property specified in paragraph 6 of the 28 E Agreement. It is the intent of the parties hereto that the Risk Pool shall continue, until terminated as provided in the 28E Agreement, for the sole and exclusive benefit for members entitled to benefits of this Risk Pool, and no benefits or monies or property of this Risk Pool shall at any time be subject in any manner to anticipation, alienation, claims against Risk Pool Trustees in their individual or official capacities, sale, transfer, assignment, pledge, encumbrance, or charge, in any attempts to do so shall be void.
- 5.6 The Trustees shall have the investment powers specified in the Investment policy.

## **Section VI**

### **Audits and Reports**

- 6.1 The Trustees shall account and report to the membership at least annually and the Risk Pool shall be audited at least annually pursuant to the By-Laws.

## **Section VII.**

### **Amendment**

- 7.1 This Agreement may be amended to any extent at any time, and from time to time, with the two-thirds (2/3) concurrence of all the membership at that time; provided, however, that no amendment may be submitted or acted upon which shall divert the Fund, or any part thereof, to a purpose other than that set forth in Section 2.1 or inconsistent with the investment Policy required in Section 5.3 hereinabove. Upon passage of any such amendment, the amendment to this Risk Pool Agreement shall be immediately distributed to the entire membership discretely showing the amendment(s) adopted.

## **Section VIII**

### **Termination of Risk Pool**

- 8.1 The Risk Pool may be partially or wholly terminated in accordance with Section 6 of the 28E Agreement.

## **Section IX**

### **Obligation of Members**

- 9.1 The Risk Pool and its members jointly agree to assume and discharge by payment up to the limit of the Fund and any Pool retention under any then existing insurance or reinsurance relationship, any liabilities created with respect to any claims, causes, demands or litigations brought against the Fund or any of its members covered by any Risk Pool Insuring Agreements with its members whether or not such liabilities arise by judgment, appeals, compromise, and settlement, interpleader or by any other lawfully enforceable means and agree to be jointly and severally liable for any such claim cause, demand, or litigations where either no insurance or reinsurance exists.
- 9.2 An individual member shall additionally be and remain jointly and severely liable for the aggregate of all members' losses in any fiscal year beyond any then balance in the Fund. The liability of any member for an additional assessment to cover then pending claims and/or replenish the Fund shall be determined according to the proportion that each member's standard premium contribution bears to the total contributions to the Risk Pool. For these purposes, each member's past five years of premiums will be averaged so that the resulting assessment proportion more fairly reflects the resulting assessment required.
- 9.3 Each member agrees to be bound by all of the terms of the Risk Pool Agreement as amended from time to time and to abide by the By-Laws, Operating Procedures and Investment Policies promulgated by Trustees for the administration of the Risk Pool, which shall include, but not be limited to, the following:
1. Each Member agrees to initiate and maintain a safety Program to reduce frequency of losses and help eliminate the likelihood of severe losses, and agrees to follow the general recommendations of the Risk Pool, its Administrator and Service Agents to promote these objectives.



2. When a member learns of an occurrence affected by this Agreement, the member shall immediately complete and file the original and one copy of a claim report with the Service Agent and claim service designated by the Trustees.
3. If claim is made or suit or other proceeding is brought against the member, the member shall immediately forward to the Risk Pool and its Service Agent every demand, notice summons or other process received.
4. The member shall cooperate with the Risk Pool, and, upon the Risk Pool's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and other cooperate in the conduct of suits, hearings or proceedings. The member shall not, except at its own cost, which shall not be reimbursed by the Risk Pool, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical or other services at the time of injury as are required by Iowa statute.
5. Each member shall make prompt payment of all premium contributions, assessments, and charges required under this Agreement, By-Laws and the Operating Procedures.
6. Each member does hereby appoint the Service Agent as Agent to act in the member's behalf to file reports and to make or arrange for payment of claims, medical expenses and all other things required or necessary insofar as they affect the member's liability under the rules, regulations and orders of any government authority.
7. Each member agrees that, in the event of the payment of any loss by the Risk Pool under this Agreement, the Risk Pool shall be subrogated to the extent of such payment to all the rights of the member against any person or other entity legally responsible for damages for said loss, and in such event, the member hereby agrees to render all reasonable assistance, other than pecuniary assistance, to effect recovery.
8. The Trustees, the Service Agent, and any of their agents, servants, employees or attorneys, shall be permitted at all reasonable times to inspect the member's work places, plants, works, machinery, and appliances covered by this Agreement, and shall be permitted at all reasonable times and within three (3) years following Termination of membership to examine member's book, vouchers, contracts, documents, and records of any and every kind which show or tend to show or verify premium contributions which are payable or were paid to the Risk Pool.

## **Section X**

### **Miscellaneous**

- 10.1 The members shall furnish to the Trustees such books and records and any and all other information that the Trustees or the reinsurers of the policies may require in connection with the issuance of a policy or policies.
- 10.2 No person, firm or corporation dealing with the Trustees shall be obligate to see the application of any Fund or property of the Risk Pool, or to see that the terms of the Risk Pool have been compiled with or be obligated to inquire into the necessity of expediency of any act of the Trustees, and every instrument executed by the Trustees shall be conclusive in favor of any person, firm or corporation relying thereon that:
  - (a) At the time of the delivery of said instrument the Risk Pool was in full force and effect;

- (b) Said instrument was effected in accordance with the terms and conditions of this Agreement; and
- (c) The Trustees, as the case may be, were duly authorized and empowered to execute such instrument.

- 10.3 All questions pertaining to the validity, construction and administration of this Risk Pool Agreement shall be determined in accordance with the laws of the State of Iowa.
- 10.4 Words used in the masculine gender shall also be constructed as though they were used in the feminine form, and words used in the singular form shall also be constructed as though used in the plural form, and vice versa, all as the context requires.
- 10.5 If any part of this Agreement, or the by-Laws, Operating Procedures, or Investment Policies authorized by this Agreement, are determined to be unconstitutional or void as a matter of law for any other reason, it is the intent that the remaining parts not so affected by any such decision shall continue to remain valid and operational for the purposes of this Agreement.
- 10.6 This Agreement may be signed in one or more counterparts, all of which taken together shall constitute one instrument. The signatures of parties appearing on one or more counterparts shall bind them as fully as though all such parties had signed the same counterpart.

IN WITNESS WHEREOF, the members of the Risk Pool have caused this Agreement, which may be executed in one or more counterparts, to be executed by the duly authorized Chairperson of the Board of Trustees and the member has caused the Agreement to be executed by its duly authorized representatives.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairperson of the Trustees

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairperson, County Board of Supervisors  
\_\_\_\_\_ County

## 2019/2020 Health & Dental Premiums

### Alliance Select Non-Tobacco

	Health	Dental	Total Premium	Employee Contribution
Single	\$ 889.00	\$ 35.35	\$ 924.35	\$ 122.91
2 Person	\$ 1,693.72	\$ 66.10	\$ 1,759.82	\$ 234.27
Family	\$ 2,700.01	\$ 109.14	\$ 2,809.15	\$ 373.64

### Alliance Select Tobacco

	Health	Dental	Total Premium	Employee Contribution
Single	\$ 889.00	\$ 35.35	\$ 924.35	\$ 249.45
2 Person	\$ 1,693.72	\$ 66.10	\$ 1,759.82	\$ 475.15
Family	\$ 2,700.01	\$ 109.14	\$ 2,809.15	\$ 758.20

### Blue Advantage Non-Tobacco

	Health	Dental	Total Premium	Employee Contribution
Single	\$ 808.27	\$ 35.35	\$ 843.62	\$ 42.18
2 Person	\$ 1,539.74	\$ 66.10	\$ 1,605.84	\$ 80.29
Family	\$ 2,454.55	\$ 109.14	\$ 2,563.69	\$ 128.18

### Blue Advantage Tobacco

	Health	Dental	Total Premium	Employee Contribution
Single	\$ 808.27	\$ 35.35	\$ 843.62	\$ 168.72
2 Person	\$ 1,539.74	\$ 66.10	\$ 1,605.84	\$ 321.17
Family	\$ 2,454.55	\$ 109.14	\$ 2,563.69	\$ 512.74

**APPROVED BY HARDIN COUNTY  
BOARD OF SUPERVISORS**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date


## HARDIN COUNTY'S POLICY

### FOR PUBLIC COMMENT


1. The "Public Comments" section of the agenda is your opportunity to address items not on the agenda. A speaker may speak to one (1) issue per meeting for a maximum of three (3) minutes. Official action cannot be taken by the Board at that time, but may be placed on a future agenda or referred to the appropriate department. Keep items germane and refrain from personal or slanderous remarks.
2. The public may address any item on the agenda after recognition by the Chair. State your name, address, and group affiliation (if appropriate). You may speak one (1) time for a maximum of three (3) minutes.

Adopted this 1st day of July, 2009.

HARDIN COUNTY BOARD OF SUPERVISORS

  
Jim Johnson, Chair

  
Erv Miller, Member

  
Ed Bear, Member