



HARDIN COUNTY
Board of Supervisors

Wednesday, January 30, 2019

1. 9:00 A.M. Meeting With Reliable 1
Re: HVAC Replacement System
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. Approval Of Minutes

Documents:

[01-23-2019 MINUTES.PDF](#)

6. Approval Of Claims For Payment
7. Utility Permits & Secondary Roads Department
8. Review & Consider Iowa DOT Agreement 2019-C-056

Documents:

[2019-C-056 HARDIN COUNTY.PDF](#)

9. IRVM Update
10. Policy For Insurance Administration
11. Change Of Status: Sheriff's Office

Documents:

[SHERIFF CHANGE OF STATUS.PDF](#)

12. Appointment Of Township Clerks & Trustees
13. Public Comments

Documents:

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

14. Other Business
15. Adjournment

HARDIN COUNTY BOARD OF SUPERVISORS
MINUTES – JANUARY 23, 2019
WEDNESDAY - 10:00 A.M.
COURTHOUSE LARGE CONFERENCE ROOM

At 10:00 a.m. Chair Reneé McClellan called the meeting to order. Also present were Supervisors Lance Granzow and BJ Hoffman; and Justin Ites, Micah Cutler, Taylor Roll, JD Holmes, Rick Patrie, Megan Mollenbeck, Doug Morse, Curt Groen, Jean Groen, Darrell Meyer, Linn Adams, Julie Duhn, and Nancy Lauver.

The Pledge of Allegiance was recited.

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

Hoffman moved, Granzow seconded to approve the minutes of January 16, 2019 and January 18, 2019. Motion carried.

Granzow moved, Hoffman seconded to approve the January 23, 2019 claims for payment. Motion carried.

Hoffman moved, Granzow seconded to approve the Employee Handbook as presented, dated January 2019. Motion carried.

Granzow moved, Hoffman seconded to approve the pay increase for Parker Manning, Assistant Coordinator, Friendship Club, effective 1/21/2019 at \$10.00/hour. Motion carried.

Hoffman moved, Granzow seconded that the following Resolution No. 2019-05, Construction Evaluation Resolution, be adopted. Roll Call Vote: “Ayes” Hoffman, Granzow, and McClellan. “Nays” None. Resolution No. #2019-05 is hereby adopted as follows:

**RESOLUTION #2019-05
CONSTRUCTION EVALUATION RESOLUTION**

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

WHEREAS, only counties that have adopted a construction evaluation resolution can submit to the Department of Natural Resources (DNR) an adopted recommendation to approve or disapprove a construction permit application regarding a proposed confinement feeding operation structure; and

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

WHEREAS, by adopting a construction evaluation resolution the board of supervisors agrees to evaluate every construction permit application for a proposed confinement feeding operation structure received by the board of supervisors between February 1, 2019 and January 31, 2020 and submit an adopted recommendation regarding that application to the DNR; and

WHEREAS, the board of supervisors must conduct an evaluation of every construction permit application using the master matrix created in Iowa Code section 459.305, but the board’s recommendation to the DNR may be based on the final score on the master matrix or may be based on reasons other than the final score on the master matrix;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HARDIN COUNTY that the Board of Supervisors hereby adopts this construction evaluation resolution pursuant to Iowa Code section 459.304(3).

/s/ Reneé McClellan
Reneé McClellan
Chair, Board of Supervisors

Date: January 23, 2019

ATTEST:

/s/ Jessica Lara
Jessica Lara
County Auditor

Date: January 23, 2019

Granzow moved, Hoffman seconded to approve the hiring of Lucas Burton, Secondary Roads Truck Driver, effective 1/23/2019 at \$21.17/hour. Motion carried.

Utility Permits: None.

Secondary Roads Department: A brief departmental update was provided by County Engineer Taylor Roll. No action was necessary; informational only.

Hoffman moved, Granzow seconded to approve the reimbursement for overtime hours paid at regular rate as presented by the County Engineer. Motion carried.

Public Comments: Comments/questions were received from Julie Duhn. Also, Doug Morse from Hansen Family Hospital appeared before the Board to provide an update on the Hospital.

Other Business: None.

Hoffman moved, Granzow seconded to adjourn. Motion carried.

Reneé McClellan, Chair
Board of Supervisors

Jessica Lara
Hardin County Auditor

**IOWA DEPARTMENT OF TRANSPORTATION
Preconstruction Agreement
For Primary Road Project**

| | |
|------------------|----------------------|
| County | Hardin |
| Project No. | STP-065-5(37)--2C-85 |
| Iowa DOT | |
| Agreement No. | 2019-C-056 |
| Staff Action No. | |

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Hardin County, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to U.S. 65 within Hardin County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

- a. The DOT will design, let, and inspect construction of the following described project in accordance with the project plans and DOT standard specifications:

Hot Mix Asphalt (HMA) resurfacing with Cold-in-Place (CIP) recycling on U.S. 65 from 0.5 mile south of U.S. 30 to Iowa 175 in Hubbard.

- b. Upon completion of construction, the LPA agrees to accept ownership and jurisdiction of the following referenced improvements. The LPA shall also assume responsibility for all future maintenance operations associated therewith, all at no additional expense or obligation to the DOT:

- i. Paved fillets will be constructed at the following locations (see Exhibit A):

- (a) North side of 340th Street (East side of U.S. 65)
 - (b) North side of 340th Street (West side of U.S. 65)
 - (c) 330th Street (East side of U.S. 65)
 - (d) 330th Street (West side of U.S. 65)
 - (e) 310th Street (West side of U.S. 65)
 - (f) 290th Street (East side of U.S. 65)
 - (g) 290th Street (West side of U.S. 65)
 - (h) 280th Street (West side of U.S. 65)

- c. Paving of granular secondary road approaches beyond 10 feet from the edge of the primary road pavement shall be 100% LPA cost based on the estimated quantities as shown on Exhibit B.

2. Project Costs

- a. The LPA shall reimburse the DOT for its share of the project costs estimated at \$68,600, as shown in Exhibit B. LPA reimbursement will be made in three (3) equal yearly installments of approximately \$22,866 each. The first installment will be due upon completion of construction and proper billing by the DOT. The final two installments will be billed to the LPA one and two years subsequent to the date of the first billing respectively. The actual amount of reimbursement will be determined by the quantities in place and the accepted bid at the contract letting.
- b. The DOT will bear all costs except those allocated to the LPA under other terms of this Agreement.

3. Traffic Control

- a. U.S. 65 through-traffic will be maintained during the construction.
- b. If it becomes necessary to temporarily close LPA side roads during construction, the DOT will furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the project also at no expense or obligation to the LPA. The DOT will work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project related LPA road closures will be the responsibility of the LPA all at no expense or obligation to the DOT.
- c. If this project causes the temporary closure of a road during construction, the DOT shall meet with the LPA to determine whether said closure(s) will cause increased traffic on other LPA roads. The DOT and the LPA shall determine a plan, and the costs thereof, for the LPA to perform dust control on said LPA roads with increased traffic, should dust control become necessary. In that event, the LPA shall inform the DOT prior to performing said dust control. The DOT shall reimburse the LPA for the cost of said dust control measures following the receipt of a bill for the agreed upon costs (see Iowa Code section 313.4 subsection 1.b.).

4. Right of Way and Permits

- a. The DOT will be responsible for the coordination of utility facility adjustments for the primary road project.

5. Construction & Maintenance

- a. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
- b. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in Instructional Memorandum 2.110.

6. General Provisions

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.

- b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- f. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

July 2014

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2019-C-056 as of the date shown opposite its signature below.

BOARD OF SUPERVISORS OF HARDIN COUNTY:

By: _____ Date _____, 20____.
Chairperson

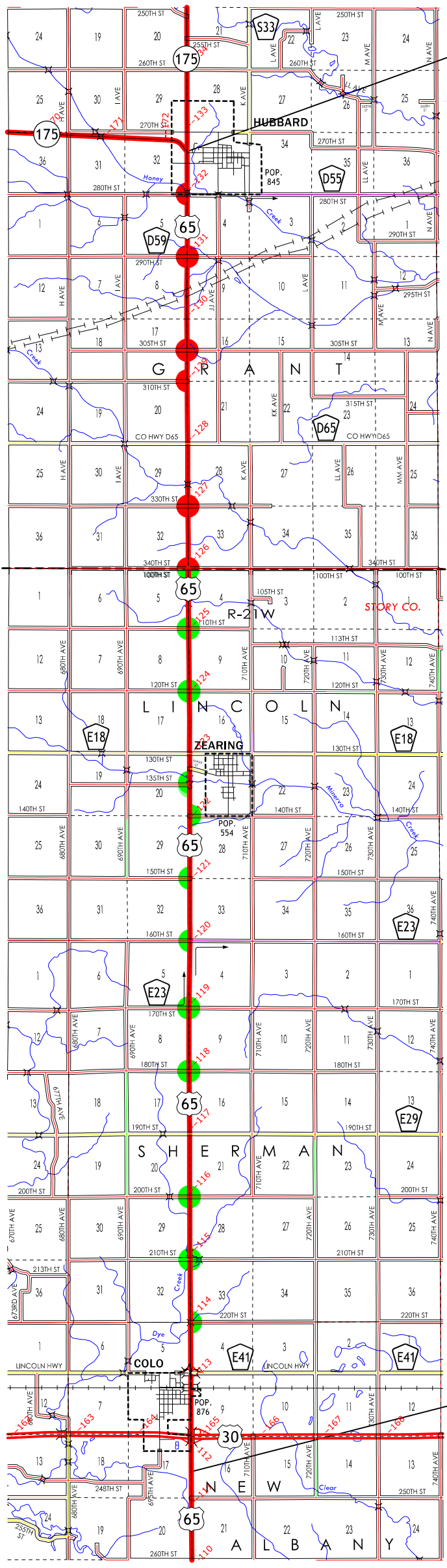
ATTEST:

By: _____
County Auditor

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20____.
Scott A. Dockstader
District Engineer
District 1

4:06:44 PM 9/25/2018 asmyth pw:\project\wise.dot.int\lan\p\wmain\Documents\Projects\8506501018\DistrictDesign\DOCS\Maps\Map SR Map_A01.sht



Sta. 354+01.10
 Ref. Loc. 132.59
 End Project

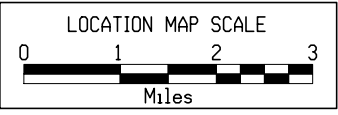
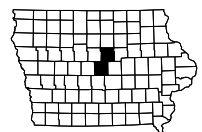


HARDIN COUNTY

STORY COUNTY

- Hardin County Unpaved Approach
- Story County Unpaved Approach

Sta. 1698+00.00
 Ref. Loc. 111.60
 Begin Project



Project Location Map
 STP-065-5(37)--2C-85
 Story/Hardin County

**US 65 Story/Hardin Cold-In-Place Recycling & HMA Overlay
STP-065-5(37)--2C-85**

| County | Project Number | State Route | County Road | N | S | E | W | |
|--------|----------------|-------------|-------------|---|---|---|---|---------------------------------------------|
| Hardin | (37) | US 65 | 340th St | x | | | | 1 Split With Story |
| Hardin | (37) | US 65 | 330th St | | | x | x | 2 |
| Hardin | (37) | US 65 | 310th St | | | | x | 1 |
| Hardin | (37) | US 65 | 290th St | | | x | x | 2 |
| Hardin | (37) | US 65 | 280th St | | | | x | 1 |
| | | | | | | | | 7 Unpaved SR Approaches |
| | | | | | | | | \$ 9,800 Cost per Approach |
| | | | | | | | | \$ 68,600 Estimate for Hardin County |



HARDIN COUNTY

Courthouse

HARDIN COUNTY COURTHOUSE
1215 EDGINGTON AVE.
ELDORA, IA 50627

HARDIN COUNTY Employee Change of Status Report

FILED

JAN 23 2019

HARDIN COUNTY AUDIT

Please enter the following change(s) as of 2/7/2019
Date

Name: John Lippmann
Address: _____
City State Zip Code

Department: Sheriff
Position: Deputy
Salary/Hourly Rate: \$23.29

Fund: _____

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: Left employment with Hardin County to work for Iowa State Patrol

Dates of Employment: 8/8/2017 to 2/7/2019 Last Day of Work 2/7/2019
From To (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

22 Jan 19
Date

Authorized by: _____
Board of Supervisors

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