



HARDIN COUNTY
Board of Supervisors

Wednesday, June 24, 2020

NOTICE: Public attendance at public meetings is limited due to COVID-19 concerns and restrictions on public gatherings of no more than 10 people, as set forth by Governor Reynolds in her State of Public Health Emergency Disaster Proclamation. To access and participate in the meetings remotely, please call 641-939-8108 for meeting information.

1. 9:00 A.M. Call To Order
Courthouse Large Conference Room
2. Pledge Of Allegiance
3. Approval Of Agenda
4. 9:01 A.M. Second Consideration Of Amendment To Article XXIII Of Ordinance No. 29 As Modified By Board Of Supervisors

Documents:

[HARDIN COUNTY WIND TURBINE ORDINANCE 6-17-2020.PDF](#)

5. Set Time And Date For Final Consideration And Adoption Of Amendment To Article XXIII Of Ordinance No. 29 As Modified By Board Of Supervisors
6. Approval Of Minutes

Documents:

[05-27-2020_MINUTES.PDF](#)
[06-17-2020 MINUTES.PDF](#)

7. Approval Of Claims For Payment

Documents:

[VENDOR PUBLICATION REPORT 6-24-20.PDF](#)

8. Utility Permits & Secondary Roads Department
9. Resolution Establishing GG Avenue

Documents:

[RESOLUTION ESTABLISHING GG AVE.PDF](#)

10. Approval Of Lease Agreement For CAT 323 Excavator

Documents:

[CAT 323 LEASE.PDF](#)

11. Approval Of Iowa DOT Agreement 1-20-HBP-SWAP-001 (Bridge 11009, M Avenue Over South Fork Iowa River)

Documents:

[IOWA DOT AGREEMENT 1-20-HBP-SWAP-001.PDF](#)

12. Approval Of Iowa DOT Agreement 1-20-HBP-SWAP-031 (Bridge 12015, Co Hwy S27 Over Tipton Creek)

Documents:

[IOWA DOT AGREEMENT 1-20-HBP-SWAP-031.PDF](#)

13. Motion To Relinquish Interest In Chattel Property In Possession Of The Friendship Club, Including The Vehicles Titled To The County, And Directing The Board Chair Or Designee To Execute Any Documents Necessary To Effectuate The Relinquishment

14. Appointment Of Faith In Action Friendship Club, Inc. Board Of Directors

Documents:

[MEMO RE FIA FRIENDSHIP CLUB INC. BOARD OF DIRECTORS.PDF](#)

15. Community Services Updated Mode Of Operations Plan

Documents:

[EMERGENCY MODE OF OPERATIONS - COMMUNITY SERVICES.PDF](#)

16. Public Assistance Grant No. 4483

17. Motion For Board Chair To Execute Finance Documents Pursuant To Resolution No. 2019-14

Documents:

[RESOLUTION 2019-14.PDF](#)

18. Request For Assignment Of Tax Sale Certificate

Documents:

[RESOLUTION AND AGREEMENT FOR TAX SALE.PDF](#)

19. Resolution – Agreement For Assignment Of Certificates Of Purchase At Tax Sale

20. Appropriations Resolution Amendment

Documents:

[APPROPRIATIONS RESOLUTION AMENDMENT.PDF](#)

21. FY 2020/2021 Appropriations Resolution

Documents:

[APPROPRIATIONS RESOLUTION FY 2021.PDF](#)

22. Resolution For Inter-Fund Operating Transfers

Documents:

[INTERFUND TRANSFERS RESOLUTION FY 2021.PDF](#)

23. 2020/2021 Advance Issuance Of Payments Resolution

Documents:

[ADVANCE ISSUANCE OF PAYMENTS RESOLUTION FY 2021.PDF](#)

24. Resolution For Budget Appropriation Adjustments Within The Same Service Area

Documents:

[RESOLUTION - SAME SERVICE AREA FY 2021.PDF](#)

25. Request To Waive Right To Appeal DNR's Decision To Approve Animal Feeding Operation Construction Permit Application: Ferris Pork Site, Section 16, Ellis Township

Documents:

[COUNTY RESOLUTION TO WAIVE 14-DAY APPEAL - FERRIS PORK.PDF](#)

26. Application For Fireworks Permit – Gehrke's Lake And Campground

Documents:

[FIREWORKS PERMIT APPLICATION - GEHRKE.PDF](#)

27. Application For Liquor License – Pine Lake Country Club

Documents:

[APPLICATION FOR LIQUOR LICENSE - PINE LAKE COUNTRY CLUB.PDF](#)

28. Adoption Of Hardin County Major Medical Plan

Documents:

[HARDIN COUNTY MAJOR MEDICAL PLAN.PDF](#)

29. Changes Of Status – Community Services

Documents:

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

30. Change Of Status – Conservation

Documents:

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

31. Change Of Status – Environmental Health/Zoning
32. Change Of Status – Property Management
33. Changes Of Status – Sheriff's Office

Documents:

[CHANGES OF STATUS - SHERIFFS OFFICE.PDF](#)

34. COVID-19 Update
35. Public Comments
36. Other Business
37. Adjournment/Recess
38. 9:30 A.M. Drainage
[VIEW REGULAR DRAINAGE MEETING AGENDA](#)
Courthouse Large Conference Room
39. 9:55 A.M. Request To Waive Right To Appeal DNR's Decision To Approve Animal Feeding Operation Construction Permit Application: Tri-B Site Section 8, Section 8, Alden Township

Documents:

[COUNTY RESOLUTION TO WAIVE 14-DAY APPEAL - TRI-B.PDF](#)

40. 10:00 A.M. Public Hearing: Animal Feeding Operation Construction Permit - 110 Pork Shop Site, Section 6, Alden Township
Courthouse Large Conference Room
(See Separate Online Agenda)
41. 11:00 A.M. Drainage District 120 Landowner Meeting
[VIEW DD 120 LANDOWNER MEETING AGENDA](#)
Courthouse Large Conference Room
42. 1:00 P.M. Department Heads/Elected Officials Meeting
Courthouse Large Conference Room

**ARTICLE XXIII. NON-COMMERCIAL WIND ENERGY CONVERSION SYSTEM PERMITTED USES AND
COMMERCIAL CONDITIONAL USE WIND ENERGY CONVERSION SYSTEM STANDARDS.**

Section 1. PURPOSE.

The purpose of this Article is to provide a regulatory means for the construction and operation of large and small wind energy facilities in Hardin County, subject to reasonable restrictions, which will preserve the public health, safety, and welfare. Hardin County adopts these provisions to promote the effective and efficient use of the County's wind energy resource.

Findings. Hardin County finds and declares that:

1. Wind energy is an abundant, renewable and nonpolluting energy resource of the County and its conversion to electricity may reduce dependence on nonrenewable energy sources and decrease the air and water pollution that results from the use of conventional energysources.
2. The generation of electricity from properly sited wind energy facilities, including small systems, can be cost effective and in many cases existing power distribution systems can be used to transmit electricity from wind-generating stations to utilities or other uses, or energy consumption at that location can be reduced.
3. Regulation of the siting and installation of wind energy facilities is necessary for the purpose of protecting the health, safety, and welfare of neighboring property owners and the general public.
4. Wind energy facilities represent significant potential aesthetic impacts because of their size, lighting, and shadow flicker effects, if not properly sited.
5. If not properly sited, wind energy facilities may present risks to the property values of adjoining property owners.
6. Wind energy facilities may be significant sources of noise, which, if unregulated, can negatively impact adjoining properties.
7. Without proper planning, construction of wind energy facilities can create traffic problems and damage local roads.
8. If not properly sited, wind energy facilities can interfere with various types ofcommunications.

Section 2. DEFINITIONS.

Facility Owner shall be the entity or entities having an equity interest in the wind energy facility, including their respective successors and assigns.

Facility Operator is the entity responsible for the day-to-day operation and maintenance of the Wind Energy Facility.

Feeder Line shall mean any power line that carries electrical power from one or more wind turbines or individual transformers associated with individual wind turbines to the point of interconnection with the electric power grid, in the case of interconnection with the high voltage transmission systems the point of interconnection shall be the substation serving the wind energy conversion system.

Dwelling Unit means a house or other building, including all structures attached to the building, which meets all of the following criteria at the location of the intended dwelling:

1. Used as a place of habitation for humans on a permanent and frequent basis.
2. Not readily mobile.
3. Connected to a permanent source of electricity, a permanent private water supply or a public water supply system and a permanent domestic sewage disposal system including a private, semipublic or public sewage disposal system.
4. Assessed and taxed as real property.

If a house or other building has not been occupied by humans for more than six months in the last two years, or if a house or other building has been constructed or moved to its current location within six months, the owner of the intended residence has the burden of proving that the house or other building is a residence. Paragraph "3" shall not apply to a house or other building inhabited by persons who are exempt from the compulsory education standards of Iowa Code section 299.24 and whose religious principles or tenets prohibit the use of the utilities listed.

Non-Dwelling Unit shall mean structures which are not meant to be used for human habitation such as a garage, storage shed, grain bin, animal confinement buildings, etc. and that did or would otherwise require a building permit under county ordinance at the time of the CWEC application.

Rotor Diameter shall mean the diameter of the circle described by the moving rotor blades.

Total Height shall mean the highest point, above ground level, reached by a rotor tip or any other part of the Wind Energy Conversion System.

Tower Height shall mean the total height of the Wind Energy Conversion System exclusive of the rotor blades.

Setback shall mean the distance from designated areas to be measured from the point of center of the turbine pole or tower.

Property Line shall mean the legal boundary between real property with entirely separate owners. For purposes of calculating setbacks under this ordinance, a property line is not recognized between adjacent parcels owned by the same person/entity.

Private Park shall mean any taxable portion of the property, not within the setback for dwellings in Table 1 herein, not used for agricultural purposes in the 18 months preceding the CWEC application (agricultural purposes includes row crop, cover crop, CRP, timber reserve, pasturing, or the like), and not enrolled in any government subsidy program.

Public Drainage System shall mean public drainage infrastructure, as well as private tile in the public right-of-way.

Commercial WECS (C-WECS) shall mean a wind energy conversion system of equal to or greater than 100 kW in total name plate generating capacity.

Meteorological Tower shall mean, for purposes of this regulation, a tower which is erected primarily to measure wind speed and directions plus other data relevant to siting a Wind Energy Conversion System. Meteorological towers to not include towers and equipment used by airports, the Iowa Department of Transportation, or other applications to monitor weather conditions.

Non-Commercial WECS shall mean a wind energy conversion system consisting of a wind turbine, a tower, and associated control or conversion electronics, which has a rated capacity of less than 100 kW and which is intended to primarily reduce on-site consumption of utility power.

Wind Energy Conversion System (WECS) shall mean an electrical generating facility comprised of one or more wind turbines and accessory facilities, including but not limited to: power lines, transformers, substations, and meteorological towers that operate by converting the kinetic energy of wind into electrical energy. The energy may be used on-site or distributed into the electrical grid.

Wind Turbine shall mean any piece of electrical generating equipment that converts the kinetic energy of blowing wind into electrical energy through the use of airfoils or similar devices to capture the wind.

Section 3. "A", AGRICULTURAL DISTRICT; "R-1", SINGLE-FAMILY RESIDENTIAL; "R-2", MULTI-FAMILY RESIDENTIAL; "R-3", MOBILE HOME PARK DISTRICT; "C", COMMERCIAL DISTRICT; "M", MANUFACTURING DISTRICT.

PERMITTED USES:

Non-Commercial WECS, subject to the following standards:

1. Tower Height: Parcels smaller than one (1) acre are not recommended for the placement of WECS and must seek a Conditional Use Permit. For property sizes between one (1) acre and two (2) acres the Total Height shall be limited to eighty (80) feet. For property sizes of two (2) acres or more, there is no limitation on tower height, except as imposed by FAA regulations.
2. Setback: No part of the wind system structure, including guy wire anchors, may extend closer than ten (10) feet to the property boundaries of the installation site.
3. Noise: Non-Commercial WECS shall not exceed 60 dBA, as measured at the closest neighboring inhabited dwelling. The level, however, may be exceeded during short-term events such as utility outages and/or severe windstorms.
4. Engineer Certification: Applications for Non-Commercial WECS shall be accompanied by standard drawings of the wind turbine structure, including the tower, base, and footings. An engineering analysis of the tower showing compliance with the applicable regulations and certified by a licensed professional engineer shall also be submitted. This analysis is frequently supplied by the manufacturer.
5. Compliance with FAA Regulations: Non-Commercial WECS must comply with applicable FAA regulations, including any necessary approvals for installations close to airports.
6. Compliance with National Electric Code: Applications for Non-Commercial WECS shall be accompanied by a line drawing of the electrical components in sufficient detail to allow for a determination that the manner of installation conforms to the National Electrical Code. This information is frequently supplied by the manufacturer.
7. Utility Notification: No Non-Commercial WECS shall be installed until evidence has been given that the utility company has been informed of the customer's intent to install an interconnected customer-owned generator. Off-grid systems shall be exempt from this requirement.

Section 4. CONDITIONAL USE PERMITS FOR NON-COMMERCIAL WECS AND C-WECS STANDARDS.

- Non-Commercial WECS may be constructed as a principal or accessory use as outlined in **Table 2**. Non-Commercial WECS that are constructed as an accessory use to a principal permitted use and meet the setback (**see Table 1**), height (**see Section 3.I.1(a)**), and power output requirements (**see definition of Non-Commercial WECS**) of this section, shall not require a Conditional Use Permit approval, and shall only require building permit approval. All Non-Commercial WECS that are constructed as a principal permitted use, or Non-Commercial WECS that do not meet the setback, height, or power output requirements of this section, shall require Conditional Use Permit approval as set forth in **Section 4, General Requirements**.
- C-WECS shall be permitted as a Conditional Use within any district where the use is listed and allowed. (**See Table 2**)
- No C-WECS, or addition of a Wind Turbine to an existing C-WECS, shall be constructed unless a Conditional Use Permit has been issued to the Facility Owner or Facility Operator approving construction of the facility under this ordinance. Permit application of the expansion shall be based on the total rated capacity, including existing facility but excluding like-kind replacements.
- Any physical modification to an existing and permitted WECS that materially alters the size and/or type of Wind Turbines or other equipment shall require a permit modification under this Ordinance. Like-kind replacements shall not require a permit modification.

1. GENERAL REQUIREMENTS

The requirements of this Ordinance shall apply to all WECS proposed after the effective date of this Ordinance. WECS for which a required permit has been properly issued prior to the effective date of this Ordinance shall not be required to meet the requirements of this Ordinance; provided, that any such pre-existing C-WECS, which does not provide energy for a continuous period of twelve (12) months, shall meet the requirements of this Ordinance prior to recommencing production of energy. Also, no modification or alteration to an existing WECS shall be allowed without full compliance with this Ordinance. The Hardin County Zoning Director shall be responsible for creating a Conditional Use Permit Application for WECS to ensure substantial compliance with this ordinance.

General Requirements for C-WECS:

- a. **Color and Finish.** Wind Turbines shall be painted a non-reflective color. Blades may be black in order to facilitate de-icing. Finishes shall be matte or non-reflective. At C-WECS sites, the design of the buildings and related structures shall, to the extent reasonably possible, use materials, colors, textures, screening and landscaping that will blend the C- WECS to the natural setting and existing environment. Exceptions may be made for meteorological towers, where concerns exist relative to aerial spray applicators.
- b. **Tower configuration.** All wind turbines, which are part of a C-WECS, shall be installed with a tubular, monopole type tower. Meteorological towers may be guyed.
- c. **Lighting.** C-WECS sites shall not be artificially lighted, except to the extent required by the FAA or other applicable authority. Lighting, including lighting intensity and frequency of strobe, shall adhere to but not exceed requirements established by Federal Aviation

Administration permits and regulations. Red strobe lights are preferred for night-time illumination to reduce impacts on migrating birds. Red pulsating incandescent lights should be avoided. Exceptions may be made for meteorological towers, where concerns exist relative to aerial spray applicators.

- d. **Signage.** All signage on site shall comply with Hardin County Sign Standards. The manufacturer's or owner's company name and/or logo may be placed upon the compartment containing the electrical generator, of the WECS. Wind turbines shall not be used for displaying any advertising except for reasonable identification of the manufacturer or operator of the C-WECS sites.
- e. **Feeder Lines.** All communications and feeder lines, equal to or less than 34.5 kV in capacity, installed as part of a C-WECS shall be buried according to Hardin County Engineer unless set forth in other applicable requirements.
- f. **Waste Disposal.** Solid and hazardous wastes, including but not limited to crates, packaging materials, damaged or worn parts, as well as used oils and lubricants, shall be removed from the site in a time period as established by the Hardin County Health Department and disposed of in accordance with all applicable local, state, and federal regulations.
- g. **Minimum Ground Clearance.** The blade tip of any Wind Turbine shall, at its lowest point, have ground clearance of no less than seventy-five (75) feet.
- h. **Signal Interference.** The applicant shall minimize and mitigate any interference with electromagnetic communications, such as radio, telephone, television, wireless or GPS (Global Positioning System) signals caused by any WECS.
- i. **Federal Aviation Administration.** All C-WECS shall comply with FAA standards and permits.
- j. **Electrical Codes and Standards.** All C-WECS and accessory equipment and facilities shall comply with the National Electrical Code and other applicable standards.
- k. **Safety.**
 - I. All wiring between wind turbines and the C-WECS substation shall be underground. If the developer can demonstrate the need for an overhead line and the acceptance of landowners for this line, such option may be approved conditionally by the Board of Adjustment upon recommendation from the County Engineer.
 - II. Wind turbines and meteorological towers shall not be climbable up to 15 feet above ground level.
 - III. All access doors to wind turbines and meteorological towers and electrical equipment shall be locked when not being serviced.
 - IV. Appropriate warning signage shall be placed on Wind Turbine towers, electrical equipment, and C-WECS entrances.
 - V. See **tables 1 and 2** for setback requirements. These setbacks and separation requirements shall apply to all wind turbines and meteorological towers; provided that the Board of Adjustment upon request of the land owner and recommendation by the Zoning Commission, after giving notice and opportunity for objection from any entity entitled to notice under the procedures contained below herein, may reduce the standard setbacks and separation requirements if the intent of this Ordinance would be better served thereby.
 - VI. For all C-WECS, the manufacturer's engineer or another qualified engineer shall certify that the turbine, foundation and tower design of the C-WECS is within

accepted professional standards, given local soil and climate conditions.

VII. For all guyed towers, visible and reflective objects, such as plastic sleeves, reflectors or tape, shall be placed on the guy wire anchor points and along the outer and innermost guy wires up to a height of eight (8) feet above the ground. Visible fencing shall be installed around anchor points of guy wires. The property owner must sign a notarized acknowledgement and consent form allowing construction of the turbine and guyed wires without fencing as required in this Ordinance to be presented to the Commission and Board of Adjustment.

VIII. Landowners shall be given notice and opportunity to object to any variance request regardless of any agreement or waiver to the contrary.

- I. **Noise.** Audible noise due to C-WECS sites operations shall not exceed sixty (60) dBA for any period of time, when measured at any dwelling, school, hospital, church, public library, long-term care facility, and early care and education facility existing on the date of approval of any conditional use permit from the property line. In the event audible noise due to C-WECS operations contains a steady tone, such as a whine, screech, or hum, the standards for audible noise set forth in subparagraph a of this subsection shall be reduced by five (5) dBA. In the event the ambient noise level (exclusive of the development in question) exceeds the applicable standard given above, the applicable standard shall be adjusted so as to equal the ambient noise level. The ambient noise level shall be expressed in terms of the highest whole number sound pressure level in dBA, which is succeeded for more than five (5) minutes per hour. Ambient noise levels shall be measured at the exterior of potentially affected existing residences, schools, hospitals, churches, public libraries, long-term care facility, and early care and education facility. Ambient noise level measurement techniques shall employ all practical means of reducing the effect of wind generated noise at the microphone. Ambient noise level measurements may be performed when wind velocities at the proposed project site are sufficient to allow wind turbine operation, provided that the wind velocity does not exceed thirty (30) mph at the ambient noise measurement location. In the event the noise levels resulting from the C-WECS exceed the criteria listed above, a waiver to said levels may be granted by the Board of Adjustment upon recommendation by the Commission provided that the following has been accomplished:

Written consent from the affected property owners has been obtained stating that they are aware of the C-WECS and the noise limitations imposed by this Ordinance, and that consent is granted to allow noise levels to exceed the maximum limits otherwise allowed; and

If the applicant wishes the waiver to apply to succeeding owners of the property, a permanent noise impact easement shall be recorded in the Office of the Hardin County Recorder which describes the burdened properties and which advises all subsequent owners of the burdened property that noise levels in excess of those permitted by this Ordinance may exist on or at the burdened property.

- m. The Facility Owner shall designate and provide as part of the application, and shall maintain at the office of the Director, the name and contact information of a local agent (local meaning a person whose residence is in Hardin County, Iowa, or a business with its primary place of business or its registered agent located in Hardin County, Iowa, as listed with the Iowa Secretary of State). The Facility Owner shall authorize the local agent to accept service of legal notice and be served legal notice and can be a first point-of-contact by the public.

2. Avoidance and Mitigation of Damages to Public Infrastructure:

a. Roads.

- a. The applicant shall identify all county, municipal, or township roads to be used for the purpose of transporting C-WECS, substation parts, cement, and/or equipment for construction, operation, maintenance, and decommissioning of the C-WECS and obtain applicable weight and size permits from the impacted jurisdictions prior to construction.
- b. At applicant's cost, the applicant shall conduct a pre-construction survey, in coordination with the appropriate jurisdictions to determine existing road conditions. The survey shall include photographs and a written agreement to document the condition of the public road. The applicant is responsible for ongoing road maintenance and dust control measures identified by the Hardin County Engineer during all phases of construction.
- c. The applicant shall be responsible for restoring or paying damages as agreed to by the applicable road authority sufficient to restore the identified road(s), bridge(s), and associated infrastructure to preconstruction conditions. Financial security in a manner approved by the County Attorney shall be submitted covering 130% of the costs of all required improvements.
- d. A separate road agreement which clearly lays out the rights and obligations of the county and applicant with respect to the construction, maintenance, and use of county roads in connection with development and removal of the C-WECS will be required prior to the start of construction and shall be made a condition to the site plan review and approval of the C-WECS permit.

b. Drainage.

- a. The applicant shall be responsible for immediate repair of damage to public drainage systems stemming from construction, operation, maintenance and decommissioning of the C-WECS. For each C-WECS permit application that includes an area with a public drainage system, the applicant shall provide and maintain a security deposit in the amount of \$50,000.00 to be held in escrow by Hardin County and to be used by Hardin County at its discretion to make repairs during the productive life of the C-WECS.
- b. To complete such repairs, the applicant shall consult with the County Engineer and if recommended by the County Engineer hire appropriate contractor(s) with the approval of the County Engineer, with said costs to be paid from the security deposit.

- a. Regarding an application that is within a drainage district, the applicant must apply for a Wind Turbine Drainage District Utility Permit and include the approved permit with their application for C-WECS.

3. Discontinuation and Decommissioning

The Facility Owner shall provide to the Director proof of energy production every three (3) months per Commercial Wind Turbine. A C-WECS shall be considered a discontinued use after twelve (12) months without energy production, unless a plan is developed and submitted to and approved by the Director within that time outlining the steps and schedule for returning the C-WECS to service within six (6) months of approval. All discontinued C-WECS and accessory facilities shall be removed to six (6) feet below ground level or to the level of the bedrock if less than six (6) feet below ground level within twelve (12) months of the discontinuation of use. Each C-WECS shall have a decommissioning plan on file as part of the permit application, outlining the anticipated means and cost of removing C-WECS at the end of their serviceable life or upon becoming a discontinued use. The cost estimates shall be made by a professional engineer licensed in the State of Iowa and approved by the County Engineer. The plan (required under Section 5.2(n) below) shall also expressly agree to provide at the County's request, no more often than annually, the financial resources available to pay for the decommissioning and removal of the C-WECS and accessory facilities which shall include cash reserves, profit/loss statement, assets and liabilities, and signed guarantees from any lender holding an interest in the C-WECS or in any assets pledged as securities by the Facility Owner or assigns. Financial security in a manner approved by the County Attorney shall be submitted covering 130% of the costs of decommissioning. The County reserves the right to verify that adequate decommissioning terms are contained in the landowner easement.

Section 5. PROCEDURES.

1. A Conditional Use Permit Application must be submitted for each individual applicable Wind Turbine with the applicable fee. This does not prohibit joint proceedings, including notices, public hearings, reviews and approvals as appropriate. The Director is hereby authorized to establish the content and form of the Conditional Use Permit Application consistent with this ordinance.
2. In addition to submittal requirements defined for Conditional Use Permit Applications, all applications for WECS shall include the following information in form and substance approved by the Director:
 - a. The name(s) and address of the project applicant.
 - b. The name of the project owner.
 - c. The legal description of the site where the development is planned.
 - d. A description of the project including number, type, name plate generating capacity, tower height, rotor diameter, and total height of all wind turbines and means of interconnecting with the electrical grid.
 - e. Site layout, including location of property lines, wind turbines, electrical wires, interconnection points with the electrical grid, all related accessory structures, and all areas to be used for staging during construction or for maintenance, including distances

- and drawn to scale.
- f. Engineer's certification(s) as required in these supplemental standards.
 - g. Documentation of land ownership or legal control of the property.
 - h. The latitude and longitude of individual wind turbines.
 - i. A USGS topographical map, or map with similar data, of the property and surrounding area, including any other WECS within 10 rotor diameters of the proposed WECS.
 - j. Existing Resources Inventory. This should include assets and liabilities and executory energy contracts.
 - k. An acoustical analysis.
 - l. Approved FAA Permit Application.
 - m. Location of all known communications towers/facilities within two (2) miles of the proposed WECS.
 - n. Decommissioning plan.
 - o. Description of potential impacts on all nearby WECS and other wind resources on adjacent properties.
 - p. Identification of significant migratory patterns and nesting areas for birds within two (2) miles.
 - q. Proof of liability insurance.
 - r. The Facility Owner/Facility Operator shall be responsible for obtaining and submitting to the Director, at the time the Conditional Use Permit Application is made, showing the names and last known addresses of the owners of all property **within 5,280 feet (1 mile)** of the perimeter of the total project development site containing wind energy device(s). Prior to the approval for such Conditional Use Permit, notice shall be given by the Director by ordinary mail to all adjacent property owners and owners of property within 5,280 feet (1 mile) of the proposed site(s) for which the conditional use is requested.
3. The WECS applicant is responsible in notifying the following state, federal, and local agencies of their planned project and allowing said entities 120 days to do a preliminary review. Documentation of notification by certified mail to these agencies, and any reports from the agencies must be provided to the county 30 days prior to the Board of Adjustment first public hearing on the matter. If the entity does not act within 120 days, the plan may be deemed approved by the entity. It is recommended that any issues be addressed prior to the public hearing.
- Army Corps of Engineers
 - Bureau of Land Management
 - U.S. Fish and Wildlife
 - U.S. Department of Agriculture (Local FSA and NRCS)
 - Environmental Protection Administration (EPA)
 - Federal Communications Commission (FCC)
 - National Weather Service
 - Iowa Pipeline Association
 - Iowa Department of Natural Resources
 - Hardin County Conservation Board
 - Hardin County E911 Service Board
 - Hardin County Emergency Management Commission

- Private and Public Hardin County Drainage District Trustees
- Hardin County Drainage Clerk
- Hardin County and local EMS Fire and Rescue
- Hardin County Engineer's Office
- Hardin County Solid Waste Commission
- Hardin County Board of Health
- Iowa River Trail – Hardin Commission
- Pioneer Cemetery Commission
- Iowa Falls Airport
- Eldora Airport
- Ackley Airport
- Radcliffe Airport
- South Fork Watershed Alliance

Section 6. RECORDING REQUIREMENT

The applicant shall be responsible for recording with the Hardin County Recorder's Office, within 60 days of completed construction of each C-WECS structure, documentation sufficient to identify by longitude and latitude and depth of all structures and underground utilities comprising each C-WECS, for deed and abstracting purposes. The date and depth of removal upon decommissioning must also be recorded.

Section 7. FEES.

The building permit fee and conditional use permit fee per tower shall be set by the Hardin County Board of Supervisors. This fee is due upon submission of application for a WECS project. Fee shall be set by resolution.

Section 8. SEVERABILITY CLAUSE.

If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section 9. EFFECTIVE DATE.

That this ordinance shall be effective immediately upon adoption and publication as provided by law. By enactment, the previous Article XXIII of Ordinance No. 29 (Hardin County Zoning Ordinance) is hereby repealed.

TABLE 1**Setback Requirements for Non-Commercial WECS, C-WECS, and Meteorological Towers**

	Non-Commercial WECS	Commercial WECS	Meteorological Tower
Property Lines**	2 X Total Height	Greater of Manufacturer's Recommended Property Line Setback or 1.3 X Total Height	2 X Total Height
Dwelling Units†	Greater of Manufacturer's Recommended Safety Setback Distance or 3 X Total Height	Greater of Manufacturer's Recommended Safety Setback Distance, 3 X Total Height, or 0.5 Miles	Greater of Manufacturer's Recommended Safety Setback Distance or 3 X Total Height
Non-Dwelling Units†	2 X Total Height	2 X Total Height	2 X Total Height
Public Right-of-Way**	2 X Total Height	2 X Total Height	2 X Total Height
Communication or Electrical Lines	2 X Total Height	2 X Total Height	2 X Total Height
Private Park	2 X Total Height	2 X Total Height	2 X Total Height
Other WECS	NONE	(1.1 X Total Height of Turbine 1) + (1.1 X Total Height of Turbine 2)	NONE

*Distance may be satisfied in whole or in part through acquisition of an easement from adjacent property owner

**Including above ground utility such as railroad and power lines

† A waiver could be obtained from affected property owners to lower this setback requirement to no less than 1.1 X the Total Height

TABLE 2**Zoning District Regulations for Use of Non-Commercial WECS, C-WECS, and Meteorological Towers**

	Non-Commercial WECS	Commercial WECS	Meteorological Tower
Agricultural (A)	A	CUP	CUP
Commercial (C)	A	CUP	CUP
Conservation-Greenbelt (G)	X	X	X
Manufacturing (M)	A	CUP	CUP
Mobile Home Park (R-3)	A	X	X
Multi-Family Residential (R-2)	A	X	X
Single-Family Residential (R-1)	A	X	X
Wilderness Preserve (W)	X	X	X

CUP – Requires a Conditional Use Permit, A – Allowed, X – Not allowed

HARDIN COUNTY BOARD OF SUPERVISORS
MINUTES – MAY 27, 2020
WEDNESDAY - 9:08 A.M.
COURTHOUSE LARGE CONFERENCE ROOM

Chair Lance Granzow called the meeting to order. The meeting was held electronically due to COVID-19 public health risks. Also in attendance were Supervisors BJ Hoffman and Reneé McClellan; and Curt Groen, JD Holmes, Dave McDaniel, Justin Ites, Becca Junker, Machel Eichmeier, Megan Harrell, Fern Feldman, Donna Juber, Bob Juber, Dave Dunn, Kerri Johannsen, Rocky Reents, Lori Kadner, Darla Kalous, Mark Buschkamp, Thomas Craighton, Jessica Lara, Mindy McLeland, Julie Duhn, Isaac Knutson, Connie Mesch, Matt Jones, Michael Pearce, Jessica Sheridan, Taylor Roll, Angela De La Riva, Darrell Meyer, and Angela Silvey.

The Pledge of Allegiance was recited.

Hoffman moved, McClellan seconded to approve the agenda with the noted start time of 9:08 a.m. Motion carried.

McClellan moved, Hoffman seconded to approve the minutes of May 13, 2020 and May 20, 2020. Motion carried.

Hoffman moved, McClellan seconded to approve the May 27, 2020 claims for payment. Motion carried.

Utility Permits: None.

Secondary Roads:

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

Changes to the Zoning Commission's recommended amendment to Article XXIII of Ordinance No. 29 were made as follows:

Section 2

Hoffman moved, McClellan seconded to add the definition of "setback" as follows. Motion carried.

"Setback -- the distance from designated areas to be measured from the point of center of the turbine pole or tower."

Hoffman moved, McClellan seconded to add the following language to the definition of "dwelling unit". Motion carried.

"Dwelling Unit means a house or other building, including all structures attached to the building, which meets all of the following criteria at the location of the intended dwelling:

"1. Used as a place of habitation for humans on a permanent and frequent basis.

"2. Not readily mobile.

"3. Connected to a permanent source of electricity, a permanent private water supply or a public water supply system and a permanent domestic sewage disposal system including a private, semipublic or public sewage disposal system.

"4. Assessed and taxed as real property.

"If a house or other building has not been occupied by humans for more than six months in the last two years, or if a house or other building has been constructed or moved to its current location within six months, the owner of the intended residence has the burden of proving that the house or other building is a residence. Paragraph '3' shall not apply to a

house or other building inhabited by persons who are exempt from the compulsory education standards of Iowa Code section 299.24 and whose religious principles or tenets prohibit the use of the utilities listed.”

Hoffman moved, McClellan seconded to add the following language to the definition of “non-dwelling unit”. Motion carried.

“...and that did or would otherwise require a building permit under county ordinance at the time of the CWEC application.”

McClellan moved, Hoffman seconded to add the definition of “property line” as follows. Motion carried.

“**Property Line** – the legal boundary between real property with entirely separate owners. For purposes of calculating setbacks under this ordinance, a property line is not recognized between adjacent parcels owned by the same person/entity.”

McClellan moved, Hoffman seconded to add the definition of “private park” as follows. Motion carried.

“**Private Park** - means any taxable portion of the property, not within the setback for dwellings in Table 1 herein, not used for agricultural purposes in the 18 months preceding the CWEC application (agricultural purposes includes row crop, cover crop, CRP, timber reserve, pasturing, or the like), and not enrolled in any government subsidy program.”

Hoffman moved, McClellan seconded to add the definition of “public drainage system” as follows. Motion carried.

“**Public Drainage System** – means public drainage infrastructure, as well as private tile in the public right-of-way.”

Section 5

Hoffman moved, McClellan seconded to change the first sentence of paragraph 3 to read “...state, federal, and local agencies...”. Motion carried.

McClellan moved, Hoffman seconded to add “Iowa DNR” to the list of agencies. Motion carried.

McClellan moved, Hoffman seconded to move to paragraph 3 all local agencies listed in paragraph 4. Motion carried.

McClellan moved, Hoffman seconded to strike the following from the list of agencies: Hardin County Firemen’s Association and Hardin County EMS Council. Motion carried.

Hoffman moved, McClellan seconded to strike the remainder of paragraph 4. Motion carried.

Section 6

McClellan moved, McClellan seconded to add “and record date and depth of removal upon decommissioning”. Motion carried.

Section 7

McClellan moved, Hoffman seconded to replace the last sentence with “Fee shall be set by resolution.” Motion carried.

Table 1

Hoffman moved, McClellan seconded to change the property line setback requirements for commercial WECS to “the Greater of the Manufacturer’s Recommended Property Line Setback or 1.3 X Total Height”. Motion carried.

McClellan moved, Hoffman seconded to change the dwelling unit setback requirement for commercial WECS from “3 X Total Height” to “0.5 Miles”. Motion carried.

Hoffman moved, McClellan seconded to delete all requirements concerning cemeteries. Motion carried.

Hoffman moved, McClellan seconded to add the new category “Private Park” with the same setback requirements as non-dwelling units. Motion carried.

* * * * *

Hoffman moved, McClellan seconded to set June 17, 2020 at 9:02 a.m., in the large conference room and via Zoom, for the public hearing on, and first consideration of, the amendment to Article XXIII of Ordinance No. 29 as modified by the Board of Supervisors. Roll Call Vote: “Ayes” Hoffman, McClellan, and Granzow. “Nays” None. Motion carried.

Hoffman moved, McClellan seconded to approve the Heartland Risk Pool renewal for FY 2020/2021. Motion carried.

McClellan moved, Hoffman seconded to approve the Timbers Edge Wedding and Event Liquor License Application for Class C Liquor License (Commercial), Outdoor Service, and Sunday Sales, for a term of 12 months, effective 06/20/2020. Motion carried.

Hoffman moved, McClellan seconded to approve the Engineer Employment Contract and Agreement with Taylor Roll. Motion carried.

McClellan moved, Hoffman seconded to approve the hiring of Bridger Lawrence, seasonal Park Aide, at a rate of \$11.50/hour, effective 05/26/2020. Motion carried.

Hoffman moved, McClellan seconded to approve the promotion of Sara Robinson to Communications Supervisor, at a salary of \$46,000/year, effective 05/18/2020. Motion carried.

McClellan moved, Hoffman seconded to approve the hiring of Haydon Rhoades, part-time Correctional Officer, at a rate of \$15.00/hour, effective 05/27/2020. Motion carried.

COVID-19 Update:

Emergency Management Coordinator Thomas Craighton spoke about PPE.

Rocky Reents spoke about serology testing, testing in long term care facilities, and the opening of Test Iowa sites.

Public Comments:

Craighton clarified that the nearest Test Iowa site is in Marshalltown and testing is by appointment.

Donna Juber had a question on the definition of residence as set forth in the amendment to Ordinance No. 29. She also commented on methods used to depopulate hog confinements and potential effects on nearby residents.

Julie Duhn commented on Roll’s salary increase and Zoom meeting procedure. Duhn also asked where she could find coronavirus cases by ZIP code.

Other Business:

Granzow explained that the meeting started at 9:08 a.m. because notice was emailed to the media at 9:08 a.m. However, Granzow noted, the agenda was posted on the Courthouse front door at 9:00 a.m., which serves as the official meeting notice. Granzow also read aloud a disclaimer regarding meeting agendas and minutes available on the County website.

Returning to the amendment to Article XXIII, Ordinance No. 29, and under the advisement of County Attorney Darrell Meyer, Hoffman moved, McClellan seconded to add to Table 1 the same notation for dwelling units as exists for property lines, allowing for waivers. Motion carried.

Zoning Administrator Jessica Sheridan questioned whether the property line setback for commercial WECS should be “1.3 X Total Height” or “2 X Total Height”.

Hoffman moved, McClellan seconded to recess to view the recording from the work session held May 22, 2020 to determine if an additional amendment was necessary and to reconvene at 12 noon. Motion carried.

At 12:10 p.m. Chair Granzow reconvened the meeting in the hallway between the Large Conference Room and Information Technology Department. The meeting was held electronically due to COVID-19 public health risks. Present: Supervisors Granzow, Hoffman, and McClellan; and Darrell Meyer, Jessica Sheridan, and Angela Silvey.

It was determined that the motions made at the earlier meeting reflected the discussions from the May 22, 2020 work session. No additional amendments to Article XXIII, Ordinance No. 29, were made.

Hoffman moved, McClellan seconded to adjourn. Motion carried.

At 2:03 p.m. the department heads/elected officials meeting was called to order. The meeting was held electronically due to COVID-19 public health risks. In attendance: Supervisors Granzow, Hoffman, and McClellan; and Becca Junker, Jessica Lara, Dave McDaniel, Machel Eichmeier, Lori Kadner, Wes Wiese, Taylor Roll, Bernie Koehrsen, Tifani Eisentrager, Thomas Craighton, Linn Adams, Jody Mesch, Michael Pearce, Angela De La Riva, Matt Jones, Darrell Meyer, Jessica Sheridan, and Angela Silvey.

Logistics for the reopening of County buildings was discussed. It was decided that visitors will be allowed in by appointment only, department heads will determine number of visitors allowed at one time, logs will be kept for contact-tracing purposes, and upon check-in visitors will be given a card color-coded by department to take into the Courthouse and return to security.

Craighton recommended subjecting visitors to a questionnaire and temperature screenings. He also recommended signage stating that under the governor’s proclamation the County has the right to refuse service to visitors exhibiting symptoms or being uncooperative. Sheriff Dave McDaniel will ask Quaker Security whether or not guards can perform temperature screenings.

Community Services Director Linn Adams requested a policy outlining the measures discussed.

Craighton informed department heads they will receive a survey regarding PPE.

Reopening date will be announced at the June 3, 2020 Board meeting.

Other Business:

Wes Wiese asked the Board what was decided with respect to salaries and raises for FY 2021. Granzow stated the matter will be up for discussion and action June 3, 2020.

The meeting adjourned at 2:51 p.m.

Lance Granzow, Chair
Board of Supervisors

Jessica Lara
Hardin County Auditor

HARDIN COUNTY BOARD OF SUPERVISORS
MINUTES – JUNE 17, 2020
WEDNESDAY - 9:00 A.M.
COURTHOUSE LARGE CONFERENCE ROOM

Chair Lance Granzow called the meeting to order. The meeting was held electronically due to COVID-19 public health risks. Also in attendance were Supervisors BJ Hoffman and Reneé McClellan; and Mariah Lynne, Dave McDaniel, Darla Kalous, Machel Eichmeier, Curt Groen, Leland Mosch, Justin Ites, Gene Newgaard, Josh Odom, JD Holmes, Bret Dublinske, Larry Johnson, Jody Anderson, Roger Nissly, Jake Katzner, Mark Buschkamp, Jessica Lara, Rocky Reents, Bette Dossman, Laura Cunningham, Micah Cutler, Dave Dunn, Megan Kirik, Becca Junker, Mindy McLeland, Denise Smith, Cheryl Lawrence, Cris Birks, Thomas Craighton Tifani Eisentrager, Raihan Rashidi, Jennifer Terry, Kerri Johannsen, Nick Boeyink, Kate Williams, Connie Mesch, Cody Smith, Max Friedman, Stacey Kincaid, Pauline Lloyd, Lu Nelsen, Ken Nason, Julie Duhn, Taylor Roll, Michael Pearce, Angela De La Riva, Darrell Meyer, Jessica Sheridan, Lori Kadner, and Angela Silvey.

The Pledge of Allegiance was recited.

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

Hoffman moved, McClellan seconded to approve the minutes of June 9, 2020 and June 10, 2020. Motion carried.

McClellan moved, Hoffman seconded to approve the June 17, 2020 claims for payment. Motion carried.

Utility Permits:

Hoffman moved, McClellan seconded to approve Hardin County Utility Permit Application UT-20-029, submitted by Moxie Solar. Motion carried.

Secondary Roads:

County Engineer Taylor Roll advised his crew has moved to S75 and is replacing culverts.

At 9:05 a.m. the Chair opened the public hearing on the amendment to Article XXIII of Ordinance No. 29 as modified by the Board of Supervisors.

Economic Development Director Angela De La Riva gave a presentation on the projected tax revenues RWE Renewables' proposed wind turbine project would generate in Hardin County.

Josh Odom, RWE, stated RWE did not intend to use the County's Large Scale Industrial Development Incentive Program, only the State ordinance regarding tax incentives.

A YouTube recording with commentary from Jacob Bolson was played.

Oral comments were heard from Cris Birks, Jody Anderson, Leland Mosch, Roger Nissly, Curt Groen, Odom, County Auditor Jessica Lara, and Darla Kalous.

County Attorney Darrell Meyer advised that after the hearing he will be recommending two changes to the draft of the ordinance amendment under consideration and described the changes.

Written comments were received from Kerri Johannsen, Cody Smith, and Ken Nason.

At 10:05 a.m. Hoffman moved, McClellan seconded to close the public hearing. Motion carried.

Meyer restated his recommendations for changes to the amendment to Article XXIII of Ordinance No. 29 the Board, and the following actions were taken:

Hoffman moved, McClellan seconded to amend in Table 1 the dwelling unit setbacks for commercial WECS to state "Greater of Manufacturer's Recommended Safety Setback Distance

or 3 X Total Height or 0.5 Miles”. Roll Call Vote: “Ayes” Hoffman and McClellan. “Nays” Granzow. Motion carried.

Hoffman moved, McClellan seconded to amend Section 4(1)(h) to state as follows: “The applicant shall minimize and mitigate any interference with electromagnetic communications, such as radio, telephone, television, global positioning satellite or cellular data signals caused by any WECS”. Roll Call Vote: “Ayes” Hoffman, McClellan, and Granzow. “Nays” None. Motion carried.

Hoffman moved, McClellan seconded to approve the first consideration of the amendment to Article XXIII of Ordinance No. 29 as modified by the Board of Supervisors. Roll Call Vote: “Ayes” Hoffman, McClellan, and Granzow. “Nays” None. Motion carried.

Hoffman moved, McClellan seconded to set June 24, 2020 at 9:01 a.m., in the large conference room and via Zoom, for the second consideration of the amendment to Article XXIII of Ordinance No. 29 as modified by the Board of Supervisors. Roll Call Vote: “Ayes” Hoffman, McClellan, and Granzow. “Nays” None. Motion carried.

McClellan moved, Hoffman seconded to approve the FY 2021 Mental Health Advocate Services Agreement with Central Iowa Community Services. Motion carried.

Hoffman moved, McClellan seconded to approve the Cost Advisory Services, Inc. contract renewal. Motion carried.

McClellan moved, Hoffman seconded to approve the Joint Public Service Agreement - Maintenance of Farm to Market Extension(s) Within the City’s Corporate Limits with the City of Whitten. Roll Call Vote: “Ayes” Hoffman, McClellan, and Granzow. “Nays” None. Motion carried.

McClellan moved, Hoffman seconded to approve the Recorder’s Monthly Report for May 2020. Motion carried.

Hoffman moved, McClellan seconded to approve the promotion of Travis Prochaska to Secondary Roads Truck Driver, at a rate of \$21.81/hour, effective 07/01/2020. Motion carried.

Hoffman moved, McClellan seconded to approve the promotion of Adam Johnson to Secondary Roads Motor Grader Operator, at a rate of \$22.13/hour, effective 07/01/2020. Motion carried.

Hoffman moved, McClellan seconded to approve the promotion of Lucas Burton to Secondary Roads Heavy Equipment Operator, at a rate of \$22.20/hour, effective 07/01/2020. Motion carried.

Hoffman moved, McClellan seconded to approve the pay increase of Jessica Wright, Treasurer’s Tax Deputy, at a salary of \$45,540/year, effective 07/01/2020. Motion carried.

Hoffman moved, McClellan seconded to approve the pay increase of Deanna Vaux, Treasurer’s Motor Vehicle Deputy, at a salary of \$52,696/year, effective 07/01/2020. Motion carried.

Hoffman moved, McClellan seconded to approve the pay increase of Sherry Lee Simons, Treasurer’s Driver’s License Deputy, at a salary of \$45,540/year, effective 07/01/2020. Motion carried.

Hoffman moved, McClellan seconded to approve the Hardin County FY 2021 salaries as presented. Motion carried.

McClellan moved, Hoffman seconded to change the regular meeting date of July 1, 2020 to June 30, 2020 at 9:00 a.m. The change was made to close out the fiscal year. Motion carried.

COVID-19 Update:

Emergency Management Coordinator Thomas Craighton spoke about case increases, phased reopening of nursing homes, PPE stockpiles and usage, and availability of a supplemental grant.

Public Comments: None.

Other Business: None.

McClellan moved, Hoffman seconded to adjourn. Motion carried.

At 1:00 p.m. the meeting was reconvened, and the Board met for the job performance review of Angela De La Riva, County Economic Development Director. Present: Supervisors Granzow, Hoffman, and McClellan; and De La Riva and Angela Silvey.

At the request of De La Riva, McClellan moved, Hoffman seconded to go into closed session pursuant to Iowa Code 21.5(1)(i). Roll Call Vote: "Ayes" McClellan, Hoffman, and Granzow. "Nays" None. Motion carried.

Following discussion, Hoffman moved, McClellan seconded to return to open session. Roll Call Vote: "Ayes" Hoffman, McClellan, and Granzow. "Nays" None. Motion carried.

At 1:41 p.m. the Board met for the job performance review of Jody Mesch, Property Manager. Present: Supervisors Granzow, Hoffman, and McClellan; and Mesch and Angela Silvey.

At the request of Mesch, Hoffman moved, McClellan seconded to go into closed session pursuant to Iowa Code 21.5(1)(i). Roll Call Vote: "Ayes" Hoffman, McClellan, and Granzow. "Nays" None. Motion carried.

Following discussion, Hoffman moved, McClellan seconded to return to open session. Roll Call Vote: "Ayes" Hoffman, McClellan, and Granzow. "Nays" None. Motion carried.

At 2:10 p.m. the Board met for the job performance review of Jessica Sheridan, Environmental Health Specialist and Zoning Administrator. Present: Supervisors Granzow, Hoffman, and McClellan; and Sheridan and Angela Silvey.

At the request of Sheridan, Hoffman moved, McClellan seconded to go into closed session pursuant to Iowa Code 21.5(1)(i). Roll Call Vote: "Ayes" Hoffman, McClellan, and Granzow. "Nays" None. Motion carried.

Following discussion, Hoffman moved, McClellan seconded to return to open session. Roll Call Vote: "Ayes" Hoffman, McClellan, and Granzow. "Nays" None. Motion carried.

At 2:38 p.m. the Board met for the job performance review of Matt Jones, Information Technology Director. Present: Supervisors Granzow, Hoffman, and McClellan; and Jones and Angela Silvey.

At the request of Jones, Hoffman moved, McClellan seconded to go into closed session pursuant to Iowa Code 21.5(1)(i). Roll Call Vote: "Ayes" Hoffman, McClellan, and Granzow. "Nays" None. Motion carried.

Following discussion, Hoffman moved, McClellan seconded to return to open session. Roll Call Vote: "Ayes" Hoffman, McClellan, and Granzow. "Nays" None. Motion carried.

At 3:12 p.m. the Board met for the job performance review of Linn Adams, Community Services Director. Present: Supervisors Granzow, Hoffman, and McClellan; and Adams and Angela Silvey.

At the request of Adams, Hoffman moved, McClellan seconded to go into closed session pursuant to Iowa Code 21.5(1)(i). Roll Call Vote: "Ayes" Hoffman, McClellan, and Granzow. "Nays" None. Motion carried.

Following discussion, Hoffman moved, McClellan seconded to return to open session. Roll Call Vote: "Ayes" Hoffman, McClellan, and Granzow. "Nays" None. Motion carried.

At 3:33 p.m. Hoffman moved, McClellan seconded to adjourn. Motion carried.

Lance Granzow, Chair
Board of Supervisors

Jessica Lara
Hardin County Auditor

Claims Payable - June 24, 2020

Alliant Energy	\$14,436.33
Black Hills Energy	\$26.78
Builders FirstSource	\$100.89
C.J. Cooper & Assoc Inc.	\$140.00
Campbell Supply Co	\$899.07
CenturyLink	\$368.64
City of Iowa Falls	\$23.18
Cole Birchmier	\$150.00
Cooley Pumping LLC	\$320.00
Creps & Abels Funeral Home Inc	\$465.00
Fareway Stores	\$69.85
Fast Lane Motor Parts LLC	\$11.44
Fastenal	\$60.77
Franklin Rural Elec Co-Op	\$12.06
GECRB/AMAZON	\$1,249.23
GovConnection, Inc	\$1,999.30
Greg Gilbert	\$45.00
Grundy Co. Memorial Hospital	\$4,094.00
Hardin Co Tire & Service Inc	\$794.84
Hardin County Engineer	\$2,678.53
Hardin County Sheriff	\$555.00
Harold E Bahr, Jr.	\$45.00
Hy-Vee	\$69.15
IACCS	\$1,000.00
Interstate Batteries	\$506.10
Jerico Services Inc	\$4,710.40
John Deere Financial	\$702.24
Kathy Houck	\$60.00
Kit Paper	\$40.00
Krogh-Oppold Feed & Supply	\$56.76
Lakeside Construction	\$10,304.00
Lynn Lee	\$15.00
M & G Tire Service	\$22.36
Mail Services LLC	\$594.36
Martin Marietta Aggregate	\$235.47
Mid American Energy	\$40.05
Mid-America Publishing Corp	\$154.91
Midland Power Cooperative	\$188.41
Mike W. Broer	\$45.00
Murphy Tractor & Equipment	\$2,261.45
NAPA Auto Parts	\$28.99
Parker Manning	\$14.40
Petroblend	\$1,008.60
Polk County Treasurer	\$184.77
Quality Automotive Inc	\$36.50
Randy's Mowers	\$42.00
Ray O'Herron Co. Inc.	\$507.04
RC Systems- Waterloo Office	\$940.00
Reliable1	\$525.54
Rowat Cut Stone & Marble Co	\$575.00
Secretary of State	\$30.00
Siemens Industry Inc	\$18,482.40
South Hardin Signal Review Inc	\$847.00
Star Equipment	\$3,220.00
Stivers Ford Lincoln	\$35,245.00
Storey Kenworthy	\$357.25
Summit Food Service LLC	\$3,583.15
Theresa A. Ritland	\$368.25
Thomas Craighton	\$641.40
Times Citizen	\$447.88
Tina M Schlemme	\$160.00
Van Wall Equipment Inc	\$11.63
Verizon Connect Nwf, Inc	\$35.01
Z & Z Glass	\$180.00
Ziegler Incorporated	\$1,101.41

Grand Total

\$118,123.79

**Lance Granzow, Chair
Board of Supervisors**

**Jessica Lara
Hardin County Auditor**

RESOLUTION 2020-____

WHEREAS, Hardin County has secured right-of-way easements from Patricia Warmbier for construction of a new roadway adjacent to her property in Section 12 of Buckeye Township; and

WHEREAS, said new roadway right-of-way having a width of 66 feet and whose east line runs along the west line of the SW ¼, SE ¼, Section 12, T-88N, R-22W, starting at 180th Street and extending northerly approximately 1,320 feet; and

WHEREAS, it is in Hardin County's best interest to accept and dedicate a new public roadway as described above; and

WHEREAS, said roadway shall be designated as GG Avenue for the purpose of E-911.

NOW, THEREFORE, BE IT RESOLVED by the Hardin County Board of Supervisors to accept and dedicate a new public roadway whose east line runs along the west line of the SW ¼, SE ¼, Section 12, T-88N, R-22W, starting at 180th Street and extending northerly approximately 1,320 feet.

PASSED AND APPROVED this 24th day of June, 2020.

HARDIN COUNTY BOARD OF SUPERVISORS

Lance Granzow, Chair

ATTEST:

Jessica Lara, Hardin County Auditor

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

A. Governmental Equipment Lease-Purchase Agreement. The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

B. Lessee's Authorizing Resolution. The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official

C. Verification of Insurance. The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

D. Opinion of Counsel. An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

E. Form of 8038G or GC. Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance.

IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC

<http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

1. PARTIES

LESSOR ("we", "us", or "our"):

CATERPILLAR FINANCIAL SERVICES CORPORATION
 2120 West End Avenue
 Nashville, TN 37203

LESSEE ("you" or "your"):

HARDIN COUNTY
 708 16TH ST
 ELDORA, IA 50627

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Lease. **Until this Lease has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Lease with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name.	SERIAL/VIN Unique ID number for this Unit.	MONTHLY LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you
(1) New 323-07 Caterpillar Hydraulic Excavator	RAZ20234	\$3,093.26	\$80,853.26	_____

TERMS AND CONDITIONS

3. Lease Payments; Current Expense You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us as follows: a first payment of \$3,093.26 will be paid in arrears and the balance of the Lease Payments is payable in 59 successive monthly payments of which the first 58 payments are in the amount of \$3,093.26 each, and the last payment is in the amount of \$80,853.26 plus all other amounts then owing under this Lease, with the first Lease Payment due one month after the date that we sign this Lease and subsequent Lease Payments due on a like date of each month thereafter until paid in full. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at Caterpillar Financial Services Corporation; P.O. Box 730669; Dallas, TX 75373-0669 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement.** As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 3.35% per annum.

4. Late Charges If we do not receive a Payment on the date it is due, you will

pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.

5. Security Interest To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.

6. Disclaimer of Warranties WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS, AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**

7. Non-Appropriation You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will



return to us all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month-to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

8. Tax Warranty You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.

9. Assignment You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.

10. Indemnity To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.

11. Insurance; Loss and Damage You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

12. Default; Remedies An "Event of Default" will occur if (a) you fail to pay any

13. Miscellaneous This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.

14. Title; Return of Units Notwithstanding our designation as "Lessor", we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred and you have not exercised your right of non-appropriation. If an Event of Default occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

15. Other Documents In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B and a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a Verification of Insurance substantially in the form attached to this Agreement; (iii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iv) any other documents or items required by us.

16. Applicable Law This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

SIGNATURES

LESSOR
CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature _____

Name (print) _____

Title _____

Date _____

LESSEE
HARDIN COUNTY

Signature _____

Name (print) _____

Title _____

Date _____



GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of Iowa (the "State") authorize **HARDIN COUNTY** (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from **Caterpillar Financial Services Corporation** and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons");

Name (Print or Type)	Title (Print or Type)
_____	_____
_____	_____
_____	_____

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the Secretary/Clerk of the Governmental Entity is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, _____, _____ of HARDIN COUNTY, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the officer named below executes this document on behalf of the Governmental Entity.

Signature: _____

Title: _____

Date: _____



Verification of Insurance

Lessee:

LESSOR (we):

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203-0001

LESSEE (you):

HARDIN COUNTY
708 16TH ST
ELDORA, IA 50627

Subject: Insurance Coverage Requirements

1. The above-named Lessor and Lessee have entered into Governmental Equipment Lease-Purchase Agreement Transaction Number 3900311 (the "Agreement"). In accordance with the Agreement, Lessee has instructed the insurance agent named below:

Company: _____

Address: _____

Phone No: _____

Agent's Name: _____

to issue:

a. All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.

The Coverage Required: the aggregate purchase price for the Equipment.

b. Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with a minimum of \$1,000,000 per occurrence is required.

2. Proof of insurance coverage will be provided to Lessor or its Assignee prior to the time the Equipment is delivered to Lessee.

Model #	Equipment Description	Serial #	VIN #	Value Including Tax
1. 323-07	Caterpillar Hydraulic Excavator	RAZ20234		\$257,048.89

SIGNATURES

LESSEE

HARDIN COUNTY

Signature _____

Name (print) _____

Title _____

Date _____



Opinion of Counsel

Re: Governmental Equipment Lease-Purchase Agreement (Transaction Number 3900311) (the "Lease") Between HARDIN COUNTY("Lessee") and Caterpillar Financial Services Corporation ("Lessor")

Sir/Madam:

I am an attorney for Lessee, and in that capacity I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessee and any subsequent assignee of Lessee's interest may rely, it is my opinion that:

1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Iowa (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.
2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.
3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.
4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.
5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.
6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.
7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.
8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.
9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.
10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

SIGNATURE

Name (PRINT): _____

Date: _____

Signature: _____

Address: _____

Title: _____



Meeting Minutes

ZIEGLER INC.
901 WEST 94TH STREET
BLOOMINGTON MN 55420-4299

Reference:

HARDIN COUNTY

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT



1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.
2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing, which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).
3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).
4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.
5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).
6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.
7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.
8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.
9. This Purchase Agreement shall become effective only upon execution by Cat Financial.

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR COUNTY BRIDGE FEDERAL-AID SWAP FUNDING**

COUNTY: Hardin

PROJECT NO.: BROS-SWAP-C042(102)--SE-42

AGREEMENT NO.: 1-20-HBP-SWAP-001

This is an agreement between the County of Hardin County, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department), for funding through the Federal-aid Swap County Highway Bridge Program (HBP) under 761 Iowa Administrative Code (IAC) Chapter 161.

The parties agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out this agreement.
2. All notices required under this agreement shall be in writing to the Department and the Recipient's contact person. The Department's contact persons shall be the Local Systems Project Development Engineer, Christy VanBuskirk, and Central Region Local Systems Field Engineer, Brian J. Catus. The Recipient's contact person shall be the County Engineer.
3. The Recipient shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 175611
 - B. Location: On M. Avenue over the South Fork of the Iowa River.
 - C. Preliminary Estimated Total Eligible Costs: \$500,000
4. The eligible project construction limits shall include the bridge plus grading and paving to reach a "touchdown point" determined by the Department. Eligible project costs include only costs associated with construction within the eligible project construction limits.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environment or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. 100% of the eligible construction project costs incurred after the effective date of this agreement shall be paid from Federal-aid Swap County HBP funds. The Recipient shall pay 100% of the non-eligible project costs. Reimbursed costs will be limited to Federal-aid Swap County HBP funds that are made available to counties through the HBP Funds outlined in 761 Iowa Administrative Code, Chapter 161 and Local Systems Instructional Memorandum (I.M.) 1.100.
7. The Recipient shall conduct project development and implementation in compliance with applicable laws, ordinances, and administrative rules. For projects which also include Farm-to-Market funds, the Recipient shall follow all administrative and contracting procedures required for Farm-to-Market projects.
8. The project shall be let to contract within 3 years of the date this agreement is approved by the Department. If not, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the Recipient at least 30 days prior to the 3-year deadline.
9. The Recipient shall pay for all project costs not reimbursed with Federal-aid Swap County HBP funds.
10. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
11. This agreement is not assignable without the prior written consent of the Department.

- 12. It is the intent of both parties that no third party beneficiary be created by this agreement.
- 13. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient. No representations, promises, or warranties have been made by either party that are not fully expressed in this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement which shall be effective only upon written acceptance of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

County Signature Block

This agreement was approved by official action of the Hardin County Board of Supervisors in official session on the _____ day of _____, 20_____.

County Auditor

Chair, County Board of Supervisors

**IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration**

By _____ Date _____, 20_____
Brian J. Catus, P.E.
Local Systems Field Engineer
Central Region

EXHIBIT 1

General Agreement Provisions for use of Federal-aid Swap Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements.

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Instructional Memorandums to Local Public Agencies (I.M.s), available on-line at: https://iowadot.gov/local_systems/publications/im/lpa_ims. The Recipient shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.
- b. In accordance with Iowa Code Chapter 216 and associated subsequent nondiscrimination laws and regulations, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. The Recipient 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 this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and acceptance process, plan and construction reviews, and funding participation.
- e. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Programming

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, funds cannot be obligated.
- b. Before beginning any work for which funding reimbursement will be requested, the Recipient shall submit a written request for acceptance to the Department. The Department will notify the Recipient when acceptance is granted. The cost of work performed prior to acceptance will not be reimbursed. The turning in of plans for letting by the Department's administering bureau shall be considered acceptance for construction. The Department will notify the Recipient when acceptance is granted.

3. Design and Consultant Services

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits.

- a. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the applicable procedures in the Instructional Memorandums to Local Public Agencies Table of Contents, Chapter 4 – Environmental Regulations.

5. Right-of-Way, Railroads, and Utilities.

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Right of Way Bureau Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way.
- c. The Recipient shall obtain agreements from utility companies as needed. The Recipient shall comply with the "Policy for Accommodating Utilities on the County and City a Non-Primary Federal-aid Road System" for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Department's "Policy for Accommodating and Adjustment of Utilities on the Primary Road System" The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement.

- a. The following provisions apply only to projects involving physical construction or improvements to transportation facilities:
- b. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- c. The Recipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and acceptance in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department.
 - iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received; make a decision to either award a contract to the lowest responsive bidder or reject all bids; and if a contract is awarded, execute the contract documents and return to Department.

Note: The Department may not be able to allow a project to be let in the scheduled letting due to possible issues with cash flow availability.

- d. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 5.050, Project Development Certification Instructions. The project will not be turned in for bid letting until the Department has reviewed and accepted the Project Development Certification.
- e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.

- f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice that the Department has concurred in the contract award.

7. Construction.

- a. The Recipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities. The Recipient's engineer shall at all times be responsible for inspection of the project.
- b. A full-time employee of the Recipient shall serve as the person in responsible charge of the project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- c. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. Proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as needed.
- d. The project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <https://www.iowadot.gov/erl/index.html>.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103.

8. Reimbursements.

- a. The Recipient will be initially responsible for all project costs. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least semi-annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1, if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the total funds available for the project. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final review or audit selected by the Administering Bureau, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld.
- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any funds received; for example, Federal funds not received through FHWA, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:
 - i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds.

9. Project Close-out.

- a. Acceptance of the completed construction shall be with the concurrence of the Department. Within 30 days of completion of construction or other activities authorized by this agreement, the Recipient shall provide written notification to the Department. The Recipient shall follow and request a final review, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures may result in loss of funds and the ability to let future projects through the Department; reimbursed funds shall be returned and a possible suspension may be placed on the Recipient from receiving funds from the Department on future projects until the Recipient has demonstrated responsible management of funds on roadway projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of funds shall be made only after the Department accepts the project as complete.
- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make this documentation available at all reasonable times for review by the Department. Copies of this documentation shall be furnished by the Recipient if requested. Such documentation shall be retained for at least 3 years from the date of the Department's signature of the Department's Final Payment Form (Form 830436) or the bottom part of the Certificate of Completion and Final Acceptance of Agreement Work (Form 640003).
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department.

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR COUNTY BRIDGE FEDERAL-AID SWAP FUNDING**

COUNTY: Hardin

PROJECT NO.: BRS-SWAP-C042(63)—FF-42

AGREEMENT NO.: 1-20-HBP-SWAP-031

This is an agreement between the County of Hardin, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department), for funding through the Federal-aid Swap County Highway Bridge Program (HBP) under 761 Iowa Administrative Code (IAC) Chapter 161.

The parties agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out this agreement.
2. All notices required under this agreement shall be in writing to the Department and the Recipient's contact person. The Department's contact persons shall be the Local Systems Project Development Engineer, Christy VanBuskirk, and Central Region Local Systems Field Engineer, Brian J. Catus. The Recipient's contact person shall be the County Engineer.
3. The Recipient shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 175790
 - B. Location: On S27 over Tipton Creek
 - C. Preliminary Estimated Total Eligible Costs: \$450,000
4. The eligible project construction limits shall include the bridge plus grading and paving to reach a "touchdown point" determined by the Department. Eligible project costs include only costs associated with construction within the eligible project construction limits.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environment or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. 100% of the eligible construction project costs incurred after the effective date of this agreement shall be paid from Federal-aid Swap County HBP funds. The Recipient shall pay 100% of the non-eligible project costs. Reimbursed costs will be limited to Federal-aid Swap County HBP funds that are made available to counties through the HBP Funds outlined in 761 Iowa Administrative Code, Chapter 161 and Local Systems Instructional Memorandum (I.M.) 1.100.
7. The Recipient shall conduct project development and implementation in compliance with applicable laws, ordinances, and administrative rules. For projects which also include Farm-to-Market funds, the Recipient shall follow all administrative and contracting procedures required for Farm-to-Market projects.
8. The project shall be let to contract within 3 years of the date this agreement is approved by the Department. If not, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the Recipient at least 30 days prior to the 3-year deadline.
9. The Recipient shall pay for all project costs not reimbursed with Federal-aid Swap County HBP funds.
10. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
11. This agreement is not assignable without the prior written consent of the Department.

- 12. It is the intent of both parties that no third party beneficiary be created by this agreement.
- 13. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient. No representations, promises, or warranties have been made by either party that are not fully expressed in this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement which shall be effective only upon written acceptance of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

County Signature Block

This agreement was approved by official action of the Hardin County Board of Supervisors in official session on the _____ day of _____, 20_____.

County Auditor

Chair, County Board of Supervisors

**IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration**

By _____ Date _____, 20_____

Brian J. Catus, P.E.
Local Systems Field Engineer
Central Region

EXHIBIT 1

General Agreement Provisions for use of Federal-aid Swap Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements.

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Instructional Memorandums to Local Public Agencies (I.M.s), available on-line at: https://iowadot.gov/local_systems/publications/im/lpa_ims. The Recipient shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.
- b. In accordance with Iowa Code Chapter 216 and associated subsequent nondiscrimination laws and regulations, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. The Recipient 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 this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and acceptance process, plan and construction reviews, and funding participation.
- e. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Programming

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, funds cannot be obligated.
- b. Before beginning any work for which funding reimbursement will be requested, the Recipient shall submit a written request for acceptance to the Department. The Department will notify the Recipient when acceptance is granted. The cost of work performed prior to acceptance will not be reimbursed. The turning in of plans for letting by the Department's administering bureau shall be considered acceptance for construction. The Department will notify the Recipient when acceptance is granted.

3. Design and Consultant Services

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits.

- a. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the applicable procedures in the Instructional Memorandums to Local Public Agencies Table of Contents, Chapter 4 – Environmental Regulations.

5. Right-of-Way, Railroads, and Utilities.

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Right of Way Bureau Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way.
- c. The Recipient shall obtain agreements from utility companies as needed. The Recipient shall comply with the "Policy for Accommodating Utilities on the County and City a Non-Primary Federal-aid Road System" for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Department's "Policy for Accommodating and Adjustment of Utilities on the Primary Road System" The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement.

- a. The following provisions apply only to projects involving physical construction or improvements to transportation facilities:
- b. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- c. The Recipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and acceptance in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department.
 - iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received; make a decision to either award a contract to the lowest responsive bidder or reject all bids; and if a contract is awarded, execute the contract documents and return to Department.

Note: The Department may not be able to allow a project to be let in the scheduled letting due to possible issues with cash flow availability.

- d. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 5.050, Project Development Certification Instructions. The project will not be turned in for bid letting until the Department has reviewed and accepted the Project Development Certification.
- e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.

- f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice that the Department has concurred in the contract award.

7. Construction.

- a. The Recipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities. The Recipient's engineer shall at all times be responsible for inspection of the project.
- b. A full-time employee of the Recipient shall serve as the person in responsible charge of the project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- c. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. Proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as needed.
- d. The project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <https://www.iowadot.gov/erl/index.html>.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103.

8. Reimbursements.

- a. The Recipient will be initially responsible for all project costs. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least semi-annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1, if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the total funds available for the project. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final review or audit selected by the Administering Bureau, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld.
- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any funds received; for example, Federal funds not received through FHWA, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:
 - i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds.

9. Project Close-out.

- a. Acceptance of the completed construction shall be with the concurrence of the Department. Within 30 days of completion of construction or other activities authorized by this agreement, the Recipient shall provide written notification to the Department. The Recipient shall follow and request a final review, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures may result in loss of funds and the ability to let future projects through the Department; reimbursed funds shall be returned and a possible suspension may be placed on the Recipient from receiving funds from the Department on future projects until the Recipient has demonstrated responsible management of funds on roadway projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of funds shall be made only after the Department accepts the project as complete.
- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make this documentation available at all reasonable times for review by the Department. Copies of this documentation shall be furnished by the Recipient if requested. Such documentation shall be retained for at least 3 years from the date of the Department's signature of the Department's Final Payment Form (Form 830436) or the bottom part of the Certificate of Completion and Final Acceptance of Agreement Work (Form 640003).
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department.

HARDIN COUNTY COMMUNITY SERVICES

1201 14th Avenue

Eldora, Iowa 50627

Phone (641)939-8167 ▪ Fax (641)939-8247

June 17, 2020

To: Board of Supervisors
From: Linn Adams, Director

Re: Appointment of FIA Friendship Club, Inc. Board of Directors

As you are aware, as of July 1st the Friendship Club will be it's own not-for-profit 501c3 agency, and not part of the County. The Articles of Incorporation state that the initial Board of Directors of the new entity "shall be appointed by the Hardin County Board of Supervisors as prescribed in the Bylaws." The Bylaws state the following: "The initial Board shall be appointed by the Hardin County Board of Supervisors upon recommendation from the FIA Advisory Board. Fifty-percent plus one of the Directors appointed shall serve an initial two-year term commencing July 1, 2020. The other initial Directors shall serve an initial one-year term."

Based on the above, the FIA Advisory Board met today and recommends that the Board of Supervisors appoint the following to the FIA Friendship Club, Inc. Board of Directors effective July 1, 2020:

Name	1 Yr. Term (7/1/20 to 6/30/21)	2 Yr. Term (7/1/20 to 6/30/22)
Robin England	X	
Tim Rogers	X	
Bev Dirksen	X	
Sandi Butt	X	
Linn Adams	X	
Jerry Kramer		X
Joan Geil		X
Robin Hartkopp		X
Eileen Kruse		X
Miriam Webber		X
Ruth Norem		X
Dave Elerding		X

HARDIN COUNTY

Risk Analysis, Data Disaster Recovery and Emergency Mode Operations

DATA SERVICES: *Community Services*

LOCATION: *Community Services Office*

I. LIST OF ALL Electronic Protected Health INFORMATION (EPHI)

Repository Inventory and Risk and Criticality Assessment	1	2
Repository Name	MHIS	Client Data - Server
Custodian Name	Adams	Jones
Custodian Contact Information Phone	641-939-8168	641-373-6445
Custodian Contact Information Address	1201 14th Avenue	1215 Edgington Ave
System Name	Clients	SERVERS
System Location	Annex	Law Enforcement Center
System Manager Contact Information Phone	641-939-8168	641-939-8125
Number of Users that access the repository	8	8
Number of Records	0	Thousands
Risk Level (Low<users<records; High>users>records OR Critical; else Medium)	Low	Low
IF "Medium" or "High" is a Data backup Plan in place?	Yes	Yes
Dates to test backups	As Needed	Daily
Criticality Level (High or Low)	Low	Low
IF "High" is a Disaster Recovery Plan in place?	No	Yes
Dates to test recovery		Daily
IF "High" is an Emergency Mode Operations Plan in place?	Yes	Yes
Dates to test emergency mode	9/30/2019	9/30/2020
Dates to re-review inventory and assessment	6/30/2020	6/30/2021
FIREWALL used that meets guidelines?	Yes	Yes

In addition, all staff have access to the Community Services Network (CSN) which is a web-based consumer data system. A copy of the emergency data recovery plan for CSN is kept on sight in the Community services office.

Equipment Insured by: Heartland Risk Insurance Pool 515-727-9344

Insurance documents are stored: Printed copy in Auditor's office.

II. RISK ANALYSIS See above

III. BUSINESS IMPACT ANALYSIS

Costs of Loss of EPHI: The cost of recreating the EPHI is minimized by the availability of nightly full backups completed on the SERVER. In the event of loss of any of the servers, we can reload the information from the backups. In the worst case, if the destruction occurred at the end of the day, we would have to re-key just that day's transactions. During the busiest time of the year, that would require two person-days of effort. If EPHI is lost, the exposure would be in terms of damage to the reputation of the county and possible failure to provide services. In addition, there is the possibility of costs associated with legal actions.

Risks: The risk of physical loss of information, both critical and sensitive, is associated with the reliability of the equipment, the power protection afforded the equipment, the security of the premises, and the age of the equipment. We have tried to minimize these risks by the following:

1. Adequate Uninterruptible Power Supplies, and associated power protection is provided for each machine;
2. The quality of the equipment is reasonable, within budget constraints;
3. The premises are protected with high-quality locks with copy-protected keys, fire protection, and fire detection systems. All servers are located in a secure environment.
4. Any Electronic Protected Health Information that is removed from the office is backed up on the server before being removed from the office.

IV. SECURITY SAFEGUARDS

All personnel are made familiar with the requirements for security and confidentiality through training.

A. Backups:

Full backups Monday thru Friday after normal business hours. They are stored in an encrypted network attached storage device in the Hardin County Law Enforcement Center. This information is backed up multiple times per day off site to a server in Des Moines.

B. Paper forms used for data input, and reports associated with confidential information are kept in files which are locked when we are away from our offices. The building is kept locked after normal work hours, on weekends and holidays, and during periods when staff are absent from the office area. All computers in the office are password-protected and have inactive-lock time-out software installed.

C. Access to EPHI is limited to the appropriate personnel. A list of data access privileges for each job description is as follows:

Director: Access to all files.

General Assistance: Access to all files.

Service Coordinators: Access to CSN and Service Coordinator information.

Master passwords are only known by the IT Director, Network Engineer, and the Director, and all passwords are changed on a 90 day cycle or more frequently if a breach of security is suspected, or the employee or their supervisor or the Department Head leaves county employment.

D. The disaster recovery plan, security safeguards, access rights, and staff responsibilities are covered in our HIPAA Compliance Plan. This Plan is reviewed yearly and updated as required. Employees in this department are cross trained and are given access to all data, however employees will not access data unless it is necessary for them to conduct their duties. All persons will be required to use a Unique ID and password meeting the minimum standards in order to access systems containing EPHI. The network is configured to force the expiration and changing of all passwords at least every ninety (90) days.

E. Employee security:

- No employee is to bring to work any unauthorized data storage device such as USB memory keys, external plug-in storage media such as hard disk drives, 'Zip' drives, or CD burners. Breaches of this rule will result in sanctions outlined in the HIPAA Compliance Plan up to and possibly including immediate dismissal.
- All electronic communications that contain sensitive data must be password protected or encrypted.
- As soon as an employee is dismissed or resigns, the employee's access to data is terminated.
- No employee may give their passwords to any other employee (apart from hard coded passwords to the Administrator), or use any other employee's passwords to gain access to data for which they should not have access rights.

F. Equipment Auditing:

The Auditor will maintain and manage an active inventory of all equipment and software located in the Department. Copies are located on the server. All incoming equipment and software will be labeled and tracked for identification purposes when it enters the company.

G. Data Auditing:

Internal audit procedures have been implemented to regularly review records of information system activity, including audit logs, access reports, and security incident tracking reports.

- 1) An internal audit procedure has been established and implemented by this Department to regularly review records of system activity. The internal audit procedure utilizes audit logs, activity reports, and other mechanisms to document and manage system activity.
- 2) Audit logs, activity reports, and other mechanisms to document and manage system activity are reviewed at intervals commensurate with the associated risk of the information system or the EPHI repositories contained on said information system.
- 3) The Audit Control and Review Plan includes the following procedures:
 - a) Systems and Applications to be logged: COMIS and Client Data Files.
 - b) Information to be logged for each system: Each system's audit log includes; User ID, Login Date/Time, and Activity Time. Audit logs will include semi-annual review of employee's current data access for twenty minutes, i.e. employees will be contacted every six months to log access and modifications to any EPHI Files for the next twenty minutes.
 - c) The following procedures to review all audit logs and activity reports will be followed: Semi-annual audit reports will be reviewed and stored for six years by the Department. The interval of the system activity review does not exceed, but may be less than, one hundred eighty (180) days.
- 4) Security incidents such as activity exceptions and unauthorized access attempts if they occur are detected, logged and reported immediately to the Assistant Director and the HIPAA Security Officer.

V. PLAN ACCURACY: This plan is tested and reviewed yearly and updated as required. All backup procedures are tested annually. Backup equipment is tested and serviced annually.

VI. Contact Data of Key Personnel The following employees' data is kept on file by the Department Head, and copies kept at home by each of the other key personnel.

Name: Linn Adams, AGENCY DIRECTOR
Cell Phone: 641-373-3341
E-mail: linn.adams@cicsmhds.org

Name: Matt Jones, IT DIRECTOR
Cell Phone: 641-373-6445
E-mail: mjones@hardincountyia.gov

Name: Mike Pearce, IT Technician
Cell Phone: 712-292-8483
E-mail: mpearce@hardincountyia.gov

Name: Michelle Lauchner, OFFICE MANAGER
E-mail: michelle.lauchner@cicsmhds.org

Name: Jodi Hamilton, SERVICE COORDINATOR
E-mail: Jodi.hamilton@cicsmhds.org

Name: Mary Swartz, MENTAL HEALTH ADVOCATE
E-mail: mary.swartz@cicsmhds.org

In the event of change to key personnel (death, disappearance, dismissal, serious injury):

Department Head: The Service Coordinator Specialist is to immediately assume the temporary role of Department Head until a new Department head is appointed by the Board. System passwords may be changed by the appropriate IT personnel.

In the event of change to other key personnel, the Department Head will take appropriate action to assure duties are completed.

VII. ESSENTIAL SYSTEM INFORMATION

Backup drive type: HP Lefthand iSCSI

Backup software needed for data recovery: Veeam

Server configuration: Windows Server 2012 Standard Edition.

Workstation software: Basic configuration: Windows 7 Professional, MS Office 365 (at least 1 copy of Access).

VIII. EMERGENCY PROCEDURES:

A copy of these procedures is included with the employee manual. These procedures are described in the training of all new staff, and reinforced periodically to existing staff.

In the case of Natural Disaster or Fire:

- The **Director** should, as far as conditions allow:

- 1) Activate fire or tornado alarms manually, if they have not already been activated if applicable.
- 2) Notify the fire department (Phone 911). If the agency telephone system has been disrupted by the fire, etc, utilize a staff member's personal cell phone.
- 3) Shut down the file servers and eject the removable hard disk drives. All removable hard drives should be packed in the provided case and taken from the building. etc.

- **Department Head** should, as far as conditions allow:

Check all work areas and evacuate all staff. etc.

- **Other Employees** should, as far as conditions allow:

In the case of a fire, all employees should immediately leave their offices, closing their doors behind them, exiting the building at the labeled exits and meeting across the street on the South side of the Courthouse. If inclement weather staff should meet in the entryway of the Hardin County Sheriff's Office.

In the case of a tornado all employees will leave their office and go to the basement until an all clear is announced.

In the case of server failure:

Hardin County IT Director or his/her designee will:

- 1) Attempt all appropriate quick measures to bring the server back online.
- 2) Contact the supplier of the server to arrange an emergency replacement machine.
- 3) Acquire the most recent backup from the Department Head.

- 4) Restore backed-up data, as far as possible, to the server.
- 5) Organize the re-entry of data entered between the last backup and the installation of the new server.
- 6) Bring the new server online.
- 7) Have the failed server repaired or replaced.

IX. Emergency Mode Operations.

If Community Services becomes inoperable for a period of time, staff will be relocated according to the Hardin County Emergency Operations Plan. The IT Director or his/her designee will coordinate the replacing of IT equipment and restoring or accessing servers from the backup locations until services can be restored here.

Document last updated: 6/15/2020

Passed and approved this 24th day of June, 2020.

Lance Granzow, Chairman
Hardin County Board of Supervisors

ATTEST:

Jessica Lara, Auditor

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

RESOLUTION NO. 2019-14

PROPOSAL TO ENTER FINANCE CONTRACT FOR COURTHOUSE HVAC REPLACEMENT PROJECT

WHEREAS, Resolution No. 2018-42 authorized the Hardin County Board of Supervisors to enter a contract with Reliable 1 for the Courthouse HVAC Replacement Project; and

WHEREAS, the County received bids and held public hearing to enter a contract to finance the aforementioned project to be paid by general funds without bonds; and

WHEREAS, bids were received and opened at the public hearing on January 16, 2019; and

WHEREAS, on February 13, 2019, the County approved the bid submitted by Green Belt Bank and Trust; and

WHEREAS, to secure the approved financing the County must enter into a contract with Green Belt Bank and Trust; now

THEREFORE, BE IT RESOLVED by the Board of Supervisors of Hardin County, Iowa, that the Hardin County Board of Supervisors hereby authorize the Board Chair to enter a finance contract with Green Belt Bank and Trust consistent with the terms of the bid approved by the Board on February 13, 2019, for financing of the Courthouse Building HVAC Project relative to Resolution No. 2018-42.

The motion was seconded by Board Member Granzow and after due consideration thereof, the roll was called and the following Board Members voted:

Ayes: Hoffman, Granzow and McClellan
Nays: None
Absent: None
Abstain: none

Whereupon, the Chair of the Board of Supervisors declared said Resolution duly passed and adopted this 8th day of May, 2019.



Renee McClellan, Chair
Board of Supervisors

Attest:



Jessica Lara
Hardin County Auditor

RECEIVED

JUN - 8 2020

Craig, Smith & Cutler, LLP
LAWYERS

HARDIN COUNTY TREASURER

Patrick J. Craig
Michael A. Smith
Lawrence B. Cutler

1305 12th Street
P.O. Box 431
Eldora, IA 50627
Telephone: 641-939-5475
Fax: 641-939-3157

June 5, 2020

Hardin County Treasurer's Office
Attn: Machel Eichmeier
1215 Edgington Ave.
Eldora, IA 50627-0391

Dear Machel,

Per our earlier telephone conversation, I have enclosed a proposed resolution and agreement for assignment of Tax Sale Certificate CH18005.

For additional background, the real estate associated with the certificate is a landlocked unimproved parcel sitting to the north of and behind the residence with an address of 306 West Cedar, Hubbard, IA 50122, which is presently titled in the name of Arleen Hindman. Ms. Hindman is now deceased and our firm is probating her estate. Janet Coellner is one of the beneficiaries of the estate and she and her husband will be taking title to 306 West Cedar, Hubbard, Iowa.

If you have any questions do not hesitate to call.

Very truly yours,

Lawrence B. Cutler

LBC/ds
encl.

Other Locations:

213 E. Maple, Hubbard, IA 50122 • Telephone 641-864-3338
621 Main Street, Ackley, IA 50601 • Telephone 641-847-2693 • Fax 641-847-3646

HARDIN COUNTY RESOLUTION NO. _____

AGREEMENT FOR ASSIGNMENT OF CERTIFICATES OF PURCHASE AT TAX SALE

The undersigned County of Hardin, State of Iowa, by authority of the Board of Supervisors of Hardin County, Iowa, hereinafter referred to as the "County"; and Jerome M. Coellner & Janet S. Coellner, hereinafter referred to as "Coellners", hereby enter into the following Agreement for the assignment of a certain certificate of purchase at tax sale.

WHEREAS, the County is the owner of a Certificate of Purchase at Tax Sale No. CH18005 for a parcel of real property located in the City of Eldora, Hardin County, Iowa, described as:

Lot 9, Auditor's Second Plat, Hubbard, Iowa, except the East 233.0 feet thereof;
AND

The West (W) 10.25 feet of the East 233.0 feet of Lot 9, Auditor's Second Plat, Hubbard, Iowa, except the East 90.0 feet of the North 125.0 feet of said Lot 9; and

WHEREAS, Coellners anticipate becoming the neighboring landowner; and

WHEREAS, the County acquired the aforementioned tax sale certificate as public bidder on the tax sale per Iowa Code section 446.19 and the County desires to assign said certificate to Coellners for the amount of \$68.00 and the assignment fee of \$10.00 on the following conditions:

1. Said certificate may not be sold or assigned to a third party without prior written approval of the Board of Supervisors;
2. Upon assignment the assignees will pay any other delinquent real estate taxes on the property; and
3. In the event of a redemption by any party, all tax certifying bodies shall receive their proportionate interest; and

WHEREAS, the County agrees that should no party entitled by law to redeem said certificate in fact properly redeem said certificate and Coellners follow all statutory requirements for issuance of tax sale deed, the County Treasurer shall be authorized to issue said tax sale deed as contemplated by Chapters 447 and 448 of the Code of Iowa;

NOW THEREFORE, IT IS HEREBY AGREED that Hardin County shall and hereby does assign to Jerome M. Coellner and Janet S. Coellner the Certificate of Purchase at Tax Sale No. CH18005, the same to be signed by the Treasurer after receiving payment by Coellners of the sum of \$78.00, which sum includes the fee of \$10.00 as contemplated by Iowa Code section 446.31, provided that such assignment shall be without compromise as to the total amount due and provided further in the event of redemption by any party, all tax levying and certifying bodies having an interest in the funds represented by said Certificate of Purchase at Tax Sale No. CH18005 shall receive their proportionate share of any amount so received upon redemption.

Dated this ____ day of _____, 2020.

HARDIN COUNTY, IOWA

By: _____
Lance Granzow, Chairperson
Board of Supervisors

Attest:

Jessica Lara, Hardin County Auditor

Dated this ____ day of _____, 2020.

Jerome M. Coellner

Janet S. Coellner

Machel Eichmeier

From: Machel Eichmeier
Sent: Wednesday, June 3, 2020 2:33 PM
To: bcutler@cslawllp.net
Subject: Tax Sale assignment request McCormick

Ben,

The actual tax sale consisted of the 2015 and 2016 tax of \$28.00 Int \$6.00 Cost \$8.00 and Cert Fee \$20.00. This is what you have a copy of that shows the \$62.00.

So the break down of all the delinquent taxes to make up the total amount due of \$129.00 is as follows.

Tax sale tax \$28.00
2017 tax \$14.00
2018 tax \$14.00

Tax Sale Interest \$6.00 + \$31.00
2017 Interest \$3.00
2018 Interest until June 25 \$1.00

Tax Sale Cost \$8.00
2017 cost \$4.00
2018 cost suspended due to COVID 19 until June 25th and possibly longer

Certificate Fee \$20.00

So if you were just offering the tax the total would be \$56.00 and total cost was \$12.00. I would feel you would have to at least offer this much plus the \$10.00 assignment fee.

If you have any additional questions please let me know.

Machel



MACHEL EICHMEIER

COUNTY TREASURER

1215 EDGINGTON AVE
P.O. Box 391
ELDORA, IA 50627

OFFICE: 641-939-8232

FAX: 641-939-8245

[HTTP://WWW.HARDINCOUNTYIA.GOV](http://www.hardincountyia.gov)





Hardin County - Treasurer
 P.O. Box 391
 1215 Edgington Avenue
 Eldora, IA 50627-0391
 (641) 939-8230

Tax Charge Information Sheet

Interest Date: 06/30/2020

McCormick, Keith
 26760 Hyannisport Dr
 North Olmsted, OH 44070-2658

Parcel Number: 872133152009

Owner: McCormick, Keith

Situs:

Legal: HUBBARD AUDITORS 2ND PLAT, HUBBARD AUD 2ND PLAT- W110.75'
 LOT 9

Taxes Due

Year	Type	Bill Number	Tax	Interest	Penalty	Additional Costs	Total Due
2017	Tax	158504	\$14.00	\$3.00	\$0.00	\$4.00	\$21.00
2018	Tax	179395	\$14.00	\$1.00	\$0.00	\$0.00	\$15.00
Total Taxes Due for Parcel Number 872133152009:			\$28.00	\$4.00	\$0.00	\$4.00	\$36.00

Tax Sale

	Date	Certificate#	Tax	# of Months	Interest	Service Fee	Total Due
County Held	06/18/2018	CH18005	\$62.00	25	\$31.00	\$0.00	\$93.00
Total To Redeem for Certificate Number CH18005:			\$62.00		\$31.00	\$0.00	\$93.00

Total Due for Parcel Number 872133152009: \$129.00

Tax Charge Summary for 1 Parcel

Total Unpaid Charges:	
Total Due:	\$36.00
Total Unpaid Tax Sale Certificates:	\$93.00
Grand Total Unpaid:	\$129.00

tax sale

*28 - tax
 6 Int
 8 Misc
 20 Cert fee
 62*

WHEREUPON Board Member _____ moved that the following Resolution be adopted:

APPROPRIATIONS RESOLUTION AMENDMENT

RESOLUTION No. 2020 - _____

On April 22, 2020, a budget hearing for an amendment was held. The budget amendment was approved and the following appropriation amendments shall be made as deemed necessary:

Office or Department	Amended Appropriation Amount
General Services – Dept 50	+\$225,000
Secondary Roads/Engineer	-\$330,000

Motion was seconded by Board Member _____ and after due consideration thereof, the roll was called and the following Board Members voted:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

Whereupon, the Chair of the Board of Supervisors declared said Resolution duly passed and adopted this _____ day of _____, 2020.

Lance Granzow, Chairman
Board of Supervisors

ATTEST:

Jessica Lara
Hardin County Auditor

RESOLUTION

WHEREUPON Board Member _____ moved that the following Resolution be adopted:

RESOLUTION NO. 2020 - _____

APPROPRIATIONS RESOLUTION
2020/2021 FISCAL YEAR

WHEREAS, it is desired to make appropriations for each of the different offices and departments for the fiscal year beginning July 1, 2020, in accordance with Section 331.434, Subsection 6, Code of Iowa,

NOW, THEREFORE, be it resolved by the Board of Supervisors of Hardin County, Iowa, as follows:

Section 1. The amounts itemized by fund and by department or office on the attached schedule are hereby appropriated from the resources of each fund so itemized, to the department or office listed in the first column on the same line of the attached schedule.

Section 2. Subject to the provisions of other county procedures and regulations and applicable state law, the appropriations authorized under Section 1 shall constitute authorization for the department or officer listed to make expenditures or incur obligations from the itemized fund effective July 1, 2020.

Section 3. In accordance with Section 331.437, Code of Iowa, no department or officer shall expend or contract to expend any money or incur any liability, or enter into any contract which by its terms involves the expenditures of money for any purpose in excess of the amounts appropriated pursuant to this resolution.

Section 4. If at any time during the 2020/2021 budget year the Auditor shall ascertain that the available resources of a fund for that year will be less than said fund's total appropriations, she shall immediately so inform the Board and recommend appropriate corrective action.

Section 5. The Auditor shall establish separate accounts for the appropriations authorized in Section 1, each of which account shall indicate the amount of the appropriation, the amounts charged thereto, and the unencumbered balance. The Auditor shall report the status of such accounts to applicable departments and officers monthly during the 2020/2021 budget year.

Section 6. All appropriations authorized pursuant to this resolution lapse at the close of business June 30, 2021.

The appropriations schedule is as follows:

**OFFICE OR
DEPARTMENT**

**100%
APPROPRIATION
AMOUNT**

Board of Supervisors	\$594,634
Auditor	\$469,118
Treasurer	\$576,414
Attorney	\$455,329
Sheriff	\$4,874,219
Recorder	\$230,438
Information Technology/GIS	\$525,888
Economic Development	\$162,396
County Engineer	\$7,192,088
Veterans' Affairs	\$78,463
Conservation Board	\$851,855
Health Board	\$387,159
IRVM	\$248,633
General Assistance	\$61,332
Clerk of Court	\$65,350
Pioneer Cemetery	\$25,500
General Services – Courthouse	\$335,700
General Services – Misc.	\$79,000
General Services – Co. Office Bldg.	\$29,200
DHS	\$8,525
Mental Health Admin.	\$943,917
Chemical Dependency	\$4,475
Insurance	\$492,392
Non-departmental 89	\$924,982
Debt Service	\$1,629,910
Inter-fund Operating Transfers	\$2,122,717
Non-Departmental 99	\$289,984
SUBTOTAL	\$23,659,618

Non-County Funds/Commissions

**Assessor	\$358,395
**E911	\$677,250
**Emergency Management	\$146,033
TOTAL	\$24,841,296

The motion was seconded by Board Member _____ and after due Consideration thereof, the roll was called and the following Board Members voted:

AYES: _____
NAYS: _____
ABSENT: _____

ABSTAIN: _____

Whereupon, the Chair of the Board of Supervisors declared said Resolution duly passed
And adopted this _____ day of _____, 2020.

Lance Granzow, Chairman
Hardin County Board of Supervisors

ATTEST:

Jessica Lara
Hardin County Auditor

RESOLUTION

WHEREUPON Board Member _____ moved that the following Resolution be adopted:

RESOLUTION No. 2020 - _____

RESOLUTION FOR INTER-FUND OPERATING TRANSFERS

WHEREAS, it is desired to authorize the Auditor to periodically transfer sums from the General Basic Fund to the Capital Projects Fund and Secondary Road Fund; and from the Rural Services Basic Fund to the Secondary Road Fund during the 2020/2021 fiscal budget year, and

WHEREAS, said transfers must be in accordance with Section 331.432, Code of Iowa,

NOW, THEREFORE, be it resolved by the Board of Supervisors of Hardin County, Iowa, as follows:

Section 1. The total maximum transfers from the General Basic Fund to Secondary Road Fund shall not exceed \$172,095; and the total maximum transfer from Rural Services Basic Fund to the Secondary Road Fund shall not exceed the sum of \$1,950,622; for fiscal year beginning July 1, 2020.

Section 2. When notified of the apportionment of current property taxes, state replacements against levied property taxes, mobile home taxes, military service tax credit replacements, or livestock credit replacements to the General Basic or Rural Services Basic funds, the Auditor shall order a transfer from said fund to the Secondary Road Fund.

Section 3. The amount of the transfer required by Section 2 shall be equal to the apportionment made under Section 2 to the General Basic or Rural Basic Fund, respectively, multiplied by the ratio of said fund's total maximum transfer to the Secondary Road Fund, to the sum of said fund's total current property tax levy, total mobile home taxes, total military service tax credit replacements, and total livestock credit replacements.

Section 4. Notwithstanding the provisions of Section 2 and 3 of this resolution, total transfers to the above mentioned funds shall not exceed the amount specified in Section 1.

Section 5. Notwithstanding the provisions of Sections 2 and 3, the amount of any transfer shall not exceed available fund balances in the transferring fund.

Section 6. The Auditor is directed to correct her books when said operating transfers are made and to notify the Treasurer and County Engineer of the amounts of said transfers.

The motion was seconded by Board Member _____ and after due consideration thereof, the roll was called and the following Board Members voted:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

Whereupon, the Chair of the Board of Supervisors declared said Resolution duly passed and adopted this _____ day of _____, 2020.

Lance Granzow, Chairman
Board of Supervisors

ATTEST:

Jessica Lara
Hardin County Auditor

RESOLUTION

WHEREUPON Board Member _____ moved that the following Resolution be adopted:

RESOLUTION NO. 2020 - _____

ADVANCE ISSUANCE OF PAYMENTS RESOLUTION
2020/2021 FISCAL YEAR

WHEREAS, The Board of Supervisors, pursuant to Section 331.506(3)(a and b), Code of Iowa, may authorize the County Auditor to issue payment when said Board is not in session for the following purposes:

1. Fixed charges including but not limited to, freight, express, postage, water, light, and telephone service or contracted services, after a bill is filed with the auditor.
2. Salaries and payrolls if the compensation has been fixed or approved by the Board. The salary or payroll shall be certified by the officer or supervisor under whose direction or supervision the compensation is earned.

NOW, THEREFORE, be it resolved by the Board of Supervisors of Hardin County, Iowa, the County Auditor is authorized to issue payments for the aforementioned when said Board is not in session during Fiscal Year 2020/2021.

BE IT FURTHER RESOLVED, all bills paid under provisions of Section 331.506 (3)(a and b), Code of Iowa, shall be submitted to the board for review and approval at its next meeting following the payment. The action of the board shall be recorded in the minutes of the board.

The motion was seconded by Board Member _____ and after due Consideration thereof, the roll was called and the following Board Members voted:

AYES: _____
 NAYS: _____
 ABSENT: _____
 ABSTAIN: _____

Whereupon, the Chair of the Board of Supervisors declared said Resolution duly passed And adopted this _____ day of _____, 2020.

Lance Granzow, Chairman
Hardin County Board of Supervisors

ATTEST:

Jessica Lara
Hardin County Auditor

RESOLUTION

WHEREUPON Board Member _____ moved that the following Resolution be adopted:

RESOLUTION No. 2020 - _____

RESOLUTION FOR BUDGET APPROPRIATION ADJUSTMENTS
WITHIN THE SAME SERVICE AREA

BE IT HEREBY RESOLVED by the Hardin County Board of Supervisors that the Hardin County Auditor is authorized to make the necessary budget appropriations within the ten service areas and the various organizations for the 2020/2021 fiscal year.

The motion was seconded by Board Member _____, and after due consideration thereof, the roll was called and the following Board Members voted:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

Whereupon, the Chair of the Board of Supervisors declared said Resolution duly passed and adopted this _____ day of _____, 2020.

Lance Granzow, Chairman
Board of Supervisors

ATTEST:

Jessica Lara
Hardin County Auditor

RESOLUTION

WHEREUPON Board Member _____ moved that the following Resolution be adopted:

RESOLUTION No. 2020 - _____

Hardin County Board of Supervisors

June 24, 2020

APPROVAL OF WAIVER OF HARDIN COUNTY'S RIGHT TO APPEAL ISSUANCE OF FINAL CONSTRUCTION PERMIT FOR THE CONSTRUCTION OF CONFINED ANIMAL FEEDING OPERATION BY THE IOWA DEPARTMENT OF NATURAL RESOURCES.

BE IT RESOLVED by the Hardin County Board of Supervisors as follows:

Section 1 The Hardin County Board of Supervisors has received notice from the Iowa Department of Natural Resources (DNR) that Brock Ferris on behalf of Ferris Pork, LLC has been issued a draft permit for the construction of a confined animal feeding operation building(s) at 18400 JJ Ave., Iowa Falls, IA 50126 in unincorporated Hardin County.

Section 2 The Hardin County Board of Supervisors reviewed the construction permit application and the manure management plan and determined that both appeared to be in compliance with the requirements of the Master Matrix, Iowa Code Section 459 and Iowa DNR rules and recommended approval of said application on June 10, 2020.

Section 3 The Hardin County Board of Supervisors hereby waives its right to appeal the issuance of the final permit within the fourteen (14) day limit from the time of receipt of notice of the issuance of the draft permit.

Section 4 The Hardin County Board of Supervisors encourages the Iowa DNR to issue the Final Permit immediately upon notification of this waiver.

Section 5 The Hardin County Board of Supervisors authorizes the Board Chairman to notify the Iowa DNR of this waiver.

Section 6 This resolution shall take effect immediately.

The motion was seconded by Board Member _____ and after due consideration thereof, the roll was called and the following Board Members voted:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Whereupon, the Chair of the Board of Supervisors declared said Resolution duly passed and adopted this _____ day of _____, 2020.

Lance Granzow, Chairman
Board of Supervisors

ATTEST:

Jessica Lara
Hardin County Auditor



Form Center

By signing in or creating an account, some fields will auto-populate with your information and your submitted forms will be saved and accessible to you.

Fireworks Permit Application

Applicant Name*

ROBERT GEHRKE

Address*

19747 205th Street

City

Iowa Falls

State

IA

Zip Code

50126

Phone Number*

Email Address*

Name of organization applying for permit to explode fireworks:*

GEHRKE'S LAKE AND CAMPGROUND

Name of person or organization that shall be the operator or operators of exploding the fireworks:*

LANCE BELOW

List previous experience of the operator or operators in exploding the fireworks:*

HAS DONE THIS AT LEAST 10 YEARS NOW FOR US.

Has the operator or operators had any training in exploding fireworks?*

Yes No

If so, what has this consisted of?

Date(s) on which the fireworks display shall take place:*

JULY 4, 2020

Location at which the fireworks shall be exploded:*

WEST SIDE OF LAKE, AWAY FROM PEOPLE

City	State	Zip Code
Iowa Falls	IA	50126

Will any emergency medical treatment be available at the location of where the fireworks will be displayed?*

Yes No

If so, what will this consist of?

NURSES WHO ARE CAMPING HERE

Will any fire protection be available at the location of the fireworks display?*

Yes No

If so, what will this consist of?

WATER TRUCK AND 4 WHEELERS

Will you notify your local fire department regarding the date, time, and location of the fireworks display?*

Yes No

Will any search be conducted after the fireworks display for unexploded fireworks?*

Yes No

Will people be restricted from the area until the search is completed?*

Yes No

Will the location where the fireworks display is conducted be wetted down after the fireworks display?*

Yes No

Will the operator and the permittee be covered by insurance for their fireworks display?*

Yes No

Iowa Code Section

Iowa Code Section 331.304(9) and Section 727.2, allow fireworks permits but (1) only upon an application made in writing; (2) only to municipalities, fair associations, amusement parks, and other organizations or groups of individuals approved by the County Board of Supervisors; (3) and only when the fireworks display will be handled by a competent operator.

These two statutes do not allow a County Board of Supervisors to issue a permit to an individual person.

If your area is under burn ban on the planned date of your fireworks display, this permit is void.

Applicant Signature*

ROBERT GEHRKE

Robert Gehrke

Date*

06/22/2020

Submit Completed Application

Submit applications by United States Postal Service to:
Hardin County Board of Supervisors
1215 Edgington Avenue, Suite 1
Eldora, IA 50627

Submit completed application by fax to:
Fax: 641-939-8223

Submit completed application by email to:
Angela Silvey, asilvey@hardincountyia.gov

**APPROVED BY HARDIN COUNTY
BOARD OF SUPERVISORS**

Chairman

Date

Receive an email copy of this form.

Email address

This field is not part of the form submission.

* indicates a required field

Applicant License Application (LC0029404)

Name of Applicant:	<u>Pine Lake Country Club</u>				
Name of Business (DBA):	<u>Pine Lake Country Club</u>				
Address of Premises:	<u>22502 Co. Hwy S 56</u>				
City	<u>Eldora</u>	County:	<u>Hardin</u>	Zip:	<u>5062700</u>
Business	<u>(641) 858-3031</u>				
Mailing	<u>22502 Co. Hwy S 56 P.O. Box 428</u>				
City	<u>Eldora</u>	State	<u>IA</u>	Zip:	<u>506270000</u>

Contact Person

Name	<u>Diana Dickenson</u>				
Phone:	<u>(224) 275-4414</u>	Email	<u>plcc@heartofiowa.net</u>		

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 07/17/2020

Expiration Date: 07/16/2021

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

BusinessType:	<u>Privately Held Corporation</u>				
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>		

Ownership

KEVIN ENGELKING

First Name: KEVIN **Last Name:** ENGELKING
City: ELDORA **State:** Iowa **Zip:** 50627
Position: BOARD PRESIDENT
% of Ownership: 0.00% **U.S. Citizen:** Yes

KEN BROWNLEE

First Name: KEN **Last Name:** BROWNLEE
City: ELDORA **State:** Iowa **Zip:** 50627
Position: TREASURER
% of Ownership: 0.00% **U.S. Citizen:** Yes

MARSHA PETTIGREW

First Name: MARSHA **Last Name:** PETTIGREW
City: ELDORA **State:** Iowa **Zip:** 50627

Position: SECRETARY BOARD OF
DIRECTORS

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>Wadena Insurance Company</u>	
Policy Effective Date: <u>07/17/2020</u>	Policy Expiration <u>07/16/2021</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective Date:	Temp Transfer Expiration Date:

***Plan Document and
Summary Plan Description for the
Hardin County
Major Medical Plan***

EFFECTIVE DATE: July 1, 2020

Introduction

Hardin County (the “Employer” or “Company”) is pleased to offer you this benefit plan. It is a valuable and important part of your overall compensation package.

This booklet provides information about your major medical insurance. It serves as the Plan document and the Summary Plan Description (“SPD”) for the Hardin County Major Medical Plan (“the Plan”). The information supplements the benefits certificate, benefit summaries, schedule of benefits, Certificate of Coverage and other descriptive documents relating to the Plan. Unless otherwise noted, if there are any conflicts between the terms of this Plan document/SPD and the terms of any benefits certificates or summaries distributed by the insurer of the Plan, the information distributed by the insurer shall control.

We encourage you to read this booklet and become familiar with your benefits. You may also wish to share this information with your enrolled family members.

This SPD and Plan document replace all prior SPDs and Plan documents you may have in your files. Be sure to keep this booklet in a safe and convenient place for future reference.

Table of Contents

Introduction	ii
Table of Contents	iii
Plan Overview	1
Your Eligibility	1
Eligible Dependents.....	1
When Coverage Begins.....	1
Look-back Measurement Method for Determining Full-time Employee Status	1
Proof of Dependent Eligibility.....	2
Your Contribution for Coverage.....	2
Enrolling for Coverage	3
New Hire Enrollment.....	3
Annual Open Enrollment Period	3
Qualifying Change in Status.....	3
When Coverage Ends.....	4
Cancellation of Coverage.....	4
Coverage While Not at Work.....	4
If You Take a Leave of Absence (FMLA)	5
Benefits	6
How to File a Claim.....	6
Benefit Payment	6
Timely Filing.....	6
When Participation Ends.....	6
Your participation in the Plan ends when you terminate employment or fail to pay any required premium contribution.	6
Health Care Flexible Spending Account and PSF	6
Plan Sponsor and Administrator.....	7
Plan Year	8
Type of Plan.....	8
Identification Numbers	8
Insurers/Claims Administrators	8
Insurer:	9
Wellmark 1331 Grand Avenue	9
PO Box 9232 Des Moines, IA 50306 www.wellmark.com	9
Agent for Service of Legal Process	9
No Obligation to Continue Employment	9
Non-Alienation of Benefits	9
Severability	9
Payment of Benefits to Others	9
Expenses.....	9
Fraud	9
Indemnity	10
Future of the Plan	10
Your HIPAA/COBRA Rights	11
Health Insurance Portability and Accountability Act (HIPAA)	11
Continuing Health Care Coverage through COBRA.....	12
COBRA Qualifying Events and Length of Coverage.....	13
COBRA Notifications.....	14
Cost of COBRA Coverage	14

COBRA Continuation Coverage Payments	15
How Benefit Extensions Impact COBRA.....	15
When COBRA Coverage Ends	15
Adoption of the Plan	17
EXHIBIT A	18

Plan Overview

The Plan provides major medical coverage to eligible employees and their dependents through a combination of insurance provided by the insurer selected by the Company (“Insurer”) and partial self-funding.

Your Eligibility

You are eligible for major medical coverage if you are a full-time active employee normally scheduled to work 30 hours per week, or an eligible retired employee.

Unless otherwise communicated to you by the Company, the following individuals are not eligible for benefits: employees of a temporary or staffing firm, payroll agency, or leasing organization, contract employees, part-time employees, persons hired on a seasonal or temporary basis, and other individuals who are not on the Employer payroll, as determined by the Employer, without regard to any court or agency decision determining common-law employment status.

Eligible Dependents

The definition of eligible dependents and other provisions, such as whether you may enroll your eligible dependents in the Plan, are defined in the insurance certificates. Those provisions, and the definition of a dependent, are incorporated by reference herein.

When Coverage Begins

To be eligible for major medical coverage, you must satisfy the eligibility requirements described in the applicable insurance certificates and other materials provided. Unless otherwise stated in those materials your coverage begins the first of the month following your date of hire. Coverage for your eligible dependents begins on the same day as your initial eligibility provided you enroll your dependents within 31 days of eligibility. Certain benefits, such as disability or life insurance, may require you to be actively at work in order to be initially eligible for a Benefit Program and for any change in coverage to take effect. See the materials provided by your Insurer to determine when this applies to you.

Look-back Measurement Method for Determining Full-time Employee Status

The Company uses the look-back measurement method to determine who is a full-time employee for purposes of the Plan’s health care benefits. The look-back measurement method is based on Internal Revenue Service (IRS) final regulations.

The look-back measurement method applies to:

- All employees;

The look-back measurement method involves three different periods:

- A measurement period;
- The stability period; and
- An administrative period.

The measurement period is a period for counting your hours of service. Different measurement periods apply to ongoing employees, new employees who are variable hour, seasonal or part-time, and new non-seasonal employees who are expected to work full time.

If you are an ongoing employee, this measurement period is called the “standard measurement period.” Your hours of service during the standard measurement period will determine your eligibility for the Plan’s health care benefits for the stability period that follows the standard measurement period and any administrative period.

If you are a new employee who is variable hour, seasonal or part-time, this measurement period is called the “initial measurement period.” Your hours of service during the initial measurement period will determine your eligibility for the Plan’s health care benefits for the stability period that follows the initial measurement period and any administrative period.

If you are a new non-seasonal employee who is expected to work full time, the Company will determine your status as a full-time employee who is eligible for the Plan’s health care benefits based on your hours of service for each calendar month. Once you have been employed for a certain length of time, the measurement rules for ongoing employees will apply to you.

The stability period is a period that follows a measurement period. Your hours of service during the measurement period will determine whether you are considered a full-time employee who is eligible for health care benefits during the stability period. As a general rule, your status as a full-time employee or a non-full-time employee is “locked in” for the stability period, regardless of how many hours you work during the stability period, as long as you remain an employee of the Company. There are exceptions to this general rule for employees who experience certain changes in employment status.

An administrative period is a short period between the measurement period and the stability period when the Company performs administrative tasks, such as determining eligibility for coverage and facilitating Plan enrollment. The administrative period may last up to 90 days. However, the initial measurement period for new employees and the administrative period combined cannot extend beyond the last day of the first calendar month beginning on or after the one-year anniversary of the employee’s start date (totaling, at most, 13 months and a fraction of a month).

Special rules may apply in certain circumstances, such as when employees are rehired by the Company or return from unpaid leave.

The rules for the look-back measurement method are very complex. Keep in mind that this information is a summary of how the rules work. More complex rules may apply to your situation. The Company intends to follow applicable IRS guidance when administering the look-back measurement method. If you have any questions about this measurement method and how it applies to you, please contact the Plan Administrator.

Proof of Dependent Eligibility

The Employer reserves the right to verify that your dependent is eligible or continues to be eligible for coverage under the Plan. If you are asked to verify a dependent’s eligibility for coverage, you will receive a notice describing the documents that you need to submit. To ensure that coverage for an eligible dependent continues without interruption, you must submit the required proof within the designated time period. If you fail to do so, coverage for your dependent may be canceled retroactively.

Your Contribution for Coverage

Each year, the Employer will evaluate all costs and may adjust the cost of coverage during the next annual enrollment. Any required contribution amount will be provided to you by the

Employer in your enrollment materials. You may also request a copy of any required contribution amounts from the Plan Administrator.

For most benefits you pay the employee cost of Plan premiums through pre-tax payroll deductions each pay period; however, some Benefit Programs may require premiums to be paid with after-tax dollars.

Enrolling for Coverage

New Hire Enrollment

As a newly eligible employee, you will receive an Election Form and enrollment information when you first become eligible for benefits. You will need to make your coverage elections by the deadline shown in your enrollment materials. When you enroll in the Plan, you authorize the Employer to deduct any required premiums from your pay through salary reduction.

The elections you make will remain in effect until the next open enrollment, unless you have a qualifying change in status. After your initial enrollment, you will enroll during the designated annual open enrollment period. If you do not enroll for coverage when initially eligible, you will be deemed to have elected no coverage or the default coverage designated by the Employer.

Annual Open Enrollment Period

Each year during a designated open enrollment period, you will be given an opportunity to make your elections for the upcoming year. Your enrollment materials and Election Form will provide the options available to you and your share of the premium cost, as well as any default coverage you will be deemed to have elected if you do not make an election by the specified deadline. The elections you make will take effect on July 1 and stay in effect through June 30, the Plan Year, unless you have a qualifying change in status. The Plan Year may differ from the policy year of an insured benefit, with deductible and out-of-pocket expenses based on the policy year. You should refer to the insurance certificate and other materials provided by the Insurer to determine if a different policy year applies.

Qualifying Change in Status

If you experience a change in certain family or employment circumstances that results in you or a covered dependent gaining or losing eligibility under a health plan, you can change your coverage to fit your new situation without waiting for the next annual open enrollment period.

As defined by Internal Revenue Code Section 125, or the regulations thereunder, the following events may be considered a change in status:

- your marriage;
- the birth, adoption, or placement for adoption of a child;
- your death or the death of your spouse or other eligible dependent;
- your divorce, annulment, or legal separation;
- a change in a dependent child's eligibility;
- a change in employment status for you or your spouse that affects benefits (including termination or commencement of employment, strike or lockout, or commencement of or return from an unpaid leave of absence);
- a change in your Employer work location or home address that changes your overall benefit options and/or prices;

-
- employee's spouse's open enrollment period differs and employee needs to make changes to account for other coverage;
 - a significant change in coverage or the cost of coverage;
 - a reduction or loss of your or a dependent's coverage under this or another plan; or
 - a court order, such as a QMCSO or NMSN, that mandates coverage for an eligible dependent child;
 - change in employment status to less than 30 hours of service per week on average even if reduction does not result in loss of Plan eligibility;
 - eligibility for a Special Enrollment Period to enroll in a Qualified Health Plan through a Marketplace or seeking to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period;

If you experience a change in certain family or employment circumstances, you can change your coverage. Changes in your election must be consistent with your change in status event. For example, if you get married, you may change your coverage level from you only to you and your spouse. If you move, and your current coverage is no longer available in the new area, you may change your coverage option.

You should report a status change to the Plan Administrator as soon as possible, but no later than 31 days after the event occurs.

Keep in mind that certain mid-year election change events do not apply to health Flexible Spending Accounts (FSAs), such as cost or coverage changes. Contact the Plan Administrator if you have questions about when you can change your elections.

When Coverage Ends

Except as otherwise provided in the insurance certificate, your coverage under this Plan ends on the last day of the month in which your employment terminates. Coverage may be extended under certain circumstances, such as when you take an approved leave of absence.

Coverage for your covered dependents ends on the date your coverage ends, or, if earlier, on the last day of the month in which your dependent is no longer eligible for coverage under the Plan.

Coverage will also end for you and your covered dependents as of the date the Employer terminates this Plan or, if earlier, the effective date you request coverage to be terminated for you and/or your covered dependent.

Cancellation of Coverage

If you fail to pay any required premium for coverage under the Plan, coverage for you and your covered dependents will be canceled for that Plan and no claims incurred after the effective date of cancellation will be paid.

Coverage While Not at Work

In certain situations, coverage may continue for you and your dependents when you are not at work, so long as you continue to pay your share of the cost. If you take an unpaid leave of absence, you will need to make payment arrangements prior to the start of your leave. Your payments will be made on an after-tax basis, unless you are on paid leave, in which case your premium payments will continue to be deducted on a pre-tax basis. You should discuss with

Human Resources or your supervisor what options are available for paying your share of costs while you are absent from work.

If You Take a Leave of Absence (FMLA)

If you take an approved FMLA leave of absence, your coverage will continue for the duration of your leave, as long as you continue to pay your share of the cost as required under the Employer's FMLA Policy.

Benefits

The Plan provides major medical benefits as outlined in the insurance certificates and summaries distributed by the Insurer. The Plan is fully-insured and benefits are paid for by the Insurer. For the current Plan Year the Company has decided to partially self-fund the Plan and to supplement the benefits provided by the Insurer as outlined in Exhibit A (“Partially Self Funded Benefits”).

How to File a Claim

Claims for benefits under the Plan should be filed as outlined in the insurance certificates and summaries distributed by the Insurer. For Partially Self Funded Benefits, when you (or your medical provider) submit eligible medical expenses incurred during a coverage period to the Insurer, claims will automatically be made to the Company’s Claims Administrator for determination of coverage and payment, if applicable. Claims will be handled in accordance with the claims procedures outlined in the insurance certificate and summaries provided by the Insurer. To the extent a claim is denied, you may appeal the denial in accordance with the procedures outlined in the insurance certificate and summaries provided by the Insurer. If the Claim pertains solely to Partial Self-Funding Benefits than the appeal should be directed to the Claims Administrator.

Benefit Payment

When you file a claim, payment will be made directly to the provider or to the member as directed by the group administrator.

Timely Filing

To be eligible for reimbursement under the Plan, a claim must be submitted within the time frame established by the Primary Carrier Plan. If that plan is silent, the claim must be submitted within 12 months of the date of service.

When Participation Ends

Your participation in the Plan ends when you terminate employment or fail to pay any required premium contribution.

Health Care Flexible Spending Account and PSF

The PSF is different from a Health Care Flexible Spending Account even though both may reimburse similar expenses. If you participate in both a Health Care Flexible Spending Account and a PSF, eligible expenses will be first reimbursed through the PSF.

Administrative Information

The following sections contain legal and administrative information you may need to contact the right person for information or help. Although you may not use this information often, it can be helpful if you want to know:

- how to contact the Plan Administrator;
- how to contact the Insurer or Claims Administrators;
- what to do if a benefit claim is denied; and
- your rights under Federal laws such as COBRA.

IMPORTANT: This Summary Plan Description may not include language or certain mandated coverage required by state insurance laws. State mandated coverage may be addressed separately in the insurance certificates provided by the Insurer.

Plan Sponsor and Administrator

Hardin County is the Plan Sponsor and the Plan Administrator for this Plan. You may contact the Plan Administrator at the following address and telephone number:

Plan Administrator

Hardin County

1215 Edgington Ave., Suite 1

Eldora, IA 50627

641-939-8113

The Plan Administrator will administer this Plan and will be the “Named Fiduciary” for the Plan. The Plan Administrator will have control of the day-to-day administration of this Plan and will serve without additional remuneration if such individual is an employee of the Employer. The Plan Administrator will have the following duties and authority with respect to the Plan:

- To prepare and file with governmental agencies all reports, returns, and all documents and information required under applicable law;
- To prepare and furnish appropriate information to eligible employees and Plan participants;
- To prescribe uniform procedures to be followed by eligible employees and participants in making elections, filing claims, and other administrative functions in order to properly administer the Plan;
- To receive such information or representations from the Employer, eligible employees, and participants necessary for the proper administration of the Plan and to rely on such information or representations unless the Plan Administrator has actual knowledge that the information or representations are false;
- To properly administer the Plan in accordance with all applicable laws governing fiduciary standards; and
- To maintain and preserve appropriate Plan records.

In addition, the Plan Administrator has the discretionary authority to determine eligibility under all provisions of the Plan; correct defects, supply omissions, and reconcile inconsistencies in the Plan; ensure that all benefits are paid according to the Plan; interpret Plan provisions for all participants and beneficiaries; and decide issues of credibility necessary to carry out and operate the Plan.

For fully insured benefits, unless otherwise expressly provided in the insurance policy or contract, the Insurer shall be the Named Fiduciary only with respect to the benefits provided through the insurance policy or contract. The Insurer shall be responsible for determining eligibility for and the amount of benefits payable under the Benefit Program, and for prescribing claims procedures to be followed by Participants. The Insurer shall also be responsible for paying claims.

Plan Year

The Plan Year is July 1 through June 30.

Type of Plan

This Plan is called a “welfare plan”, which includes group health plans; they help protect you against financial loss in case of sickness or injury.

Identification Numbers

The Employer Identification Number is:

EIN: 42-6004624

Plan Funding and Type of Administration

Funding and administration of the Plan is as follows.

Type of Administration	The Plan is administered by the Employer through an arrangement with Insurers and third-party (claims) administrators. Insured benefits will be payable solely by the Insurer.
Funding	The Employer and employees both contribute to the Plan. Premiums are paid to the Insurers for fully insured Benefit Programs and benefits will be paid by the Insurer in accordance with the applicable insurance contract/policy. The Partial Self Funding benefits is paid for from the Company's general assets.

Insurers/Claims Administrators

The Insurer is responsible for administering benefits and paying claims, except for those claims covered by the Partial Self Funding Benefits. The Company has contracted with a separate Claims Administrator to process Partial Self Funding Benefits. You may contact the Insurer or Claims Administrator directly, using the information listed below.

While these service providers make every attempt to provide accurate information, mistakes can occur. It is important to understand that Federal law requires that the Plan Documents always control, even if their terms conflict with information given to you by an Insurer or other service provider.

Claims Administrator for Partial Self Funding Benefits:

Employee Benefit Systems
214 North Main Street
PO Box 1053
Burlington, IA 52601

800-373-1327
www.ebs-tpa.com

Insurer:

Wellmark
1331 Grand Avenue
PO Box 9232
Des Moines, IA 50306
www.wellmark.com

Agent for Service of Legal Process

Service of Legal Process may be served upon:

Board Chair

Hardin County
1215 Edgington Ave., Suite 1
Eldora, IA 50627
641-939-8113

Service of Legal Process may also be served on the Plan Administrator.

No Obligation to Continue Employment

The Plan does not create an obligation for the Employer to continue your employment or interfere with the Employer's right to terminate your employment, with or without cause.

Non-Alienation of Benefits

With the exception of a Qualified Medical Child Support Order, your right to any benefit under this Plan cannot be sold, assigned, transferred, pledged or garnished. The Plan Administrator or, where applicable, the Insurer, has procedures for determining whether an order qualifies as a QMCSO; participants or beneficiaries may obtain a copy without charge by contacting the Plan Administrator or Insurer.

Severability

If any provision of this Plan is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue to be fully effective.

Payment of Benefits to Others

The Insurer or Claims Administrator, as applicable, in its discretion, may authorize any payments due to be paid to the parent or legal guardian of any individual who is either a minor or legally incompetent and unable to handle his or her own affairs.

Expenses

All expenses incurred in connection with the administration of the Plan, are Plan expenses and will be paid from the general assets of the Company.

Fraud

No payments under the Plan will be made if you or a provider of services attempts to perpetrate a fraud upon the Plan with respect to any such claim. The Insurer or Claims Administrator will

have the right to make the final determination of whether a fraud has been attempted or committed upon the Plan or if a misrepresentation of fact has been made. The Plan will have the right to recover any amounts, with interest, improperly paid by the Plan by reason of fraud. If you or a covered dependent attempts or commits fraud upon the Plan, your coverage may be terminated and you may be subject to disciplinary action by the Employer, up to and including termination of employment.

Indemnity

To the full extent permitted by law, the Company will indemnify the Plan Administrator and each other employee who acts in the capacity of an agent, delegate, or representative ("Plan Administration Employee") of the Plan Administrator against any and all losses, liabilities, costs and expenses incurred by the Plan Administration Employee in connection with or arising out of any pending, threatened, or anticipated action, suit or other proceeding in which the Employee may be involved by having been a Plan Administration Employee.

Future of the Plan

The Company has the sole right to amend, modify, suspend, or terminate all or part of the Plan at any time.

The Company may also change the level of benefits provided under the Plan at any time. If a change is made, benefits for claims incurred after the date the change takes effect will be paid according to the revised Plan provisions. In other words, once a change is made, there are no rights to benefits based on earlier Plan provisions.

Your HIPAA/COBRA Rights

Health Insurance Portability and Accountability Act (HIPAA)

Title II of the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations at 45 CFR Parts 160 through 164 (HIPAA) contain provisions governing the use and disclosure of Protected Health Information (PHI) by group health plans, and provide privacy rights to participants in those plans. These rules are called the HIPAA Privacy Rules.

You will receive a “Notice of Privacy Practices” from the Administrator(s) and/or Insurer(s) that contains information about how your individually identifiable health information is protected under the HIPAA Privacy Rules and who you should contact with questions or concerns.

The HIPAA Privacy Rules apply to group health plans. These plans are commonly referred to as “HIPAA Plans” and are administered to comply with the applicable provisions of HIPAA. PHI is individually identifiable information created or received by HIPAA Plans that relates to an individual’s physical or mental health or condition, the provision of health care to an individual, or payment for the provision of health care to an individual. Typically, the information identifies the individual, the diagnosis, and the treatment or supplies used in the course of treatment. It includes information held or transmitted in any form or media, whether electronic, paper or oral. When PHI is in electronic form it is called “ePHI.”

The HIPAA Plans may disclose PHI to the Plan Sponsor only as permitted under the terms of the Plan, or as otherwise required or permitted by HIPAA. The Plan Sponsor agrees to use and disclose PHI only as permitted or required by the HIPAA Privacy Rules and the terms of the Plan.

The HIPAA Plans (or an Insurer with respect to the HIPAA Plans) may disclose enrollment and disenrollment information to the Plan Sponsor. Also, the HIPAA Plans (or an Insurer with respect to the HIPAA Plans) may disclose Summary Health Information to the Plan Sponsor if the Plan Sponsor requests the information for the purposes of (1) obtaining premium bids from health plans for providing health insurance coverage under the Plan; or (2) modifying, amending or terminating the Plan. “Summary Health Information” means information that summarizes the claims history, claims expenses or types of claims experienced by individuals covered under the HIPAA Plans and has almost all individually identifying information removed. The HIPAA Plans may also disclose PHI to the Plan Sponsor pursuant to a signed authorization that meets the requirements of the HIPAA Privacy Rules.

In addition, the HIPAA Plans (or an Insurer with respect to the HIPAA Plans) may disclose PHI to the Plan Sponsor for plan administration purposes. Plan administration purposes means administration functions performed by the Plan Sponsor on behalf of the HIPAA Plans, such as claims processing, coordination of benefits, quality assurance, auditing and monitoring. Plan administration purposes do not include functions performed by the Plan Sponsor in connection with any other benefit or benefit plan of the Plan Sponsor or any employment-related actions or decisions.

The Plan Sponsor agrees that with respect to any PHI (other than enrollment/disenrollment information, Summary Health Information and information disclosed pursuant to a valid HIPAA authorization) disclosed to it by the HIPAA Plans (or an Insurer with respect to the HIPAA Plans), the Plan Sponsor will:

- Not use or further disclose the information other than as permitted or required by the Plan or as required by law;

- Ensure that any agents, including subcontractors, to whom it provides PHI received from the HIPAA Plans agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to PHI;
- Not use or disclose the information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor;
- Report to the HIPAA Plans any use or disclosure of PHI of which it becomes aware that is inconsistent with the permissible uses or disclosures;
- Make PHI available in accordance with the individual rights of access under the HIPAA Privacy Rules;
- Make an individual's PHI available for amendment, and incorporate any amendments, as required by the HIPAA Privacy Rules;
- Make available the information required to provide an accounting of disclosures to individuals, as required by the HIPAA Privacy Rules;
- Make its internal practices, books and records relating to the use and disclosure of PHI received from the HIPAA Plans available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with HIPAA's requirements;
- If feasible, return or destroy all PHI received from the HIPAA Plans that the Plan Sponsor still maintains in any form and retain no copies of this information when no longer needed for the purpose for which disclosure was made, except that, if this return or destruction is not feasible, limit further uses or disclosures to those purposes that make the return or destruction of the information infeasible; and
- Ensure adequate separation between the HIPAA Plans and the Plan Sponsor is established.

In addition, the Plan Sponsor will reasonably and appropriately safeguard ePHI (other than enrollment/disenrollment information, Summary Health Information and information disclosed pursuant to a valid HIPAA authorization) that is created, received, maintained or transmitted to or by the Plan Sponsor on behalf of the HIPAA Plans. The Plan Sponsor will:

- Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains or transmits on behalf of the HIPAA Plans;
- Ensure that adequate separation between the HIPAA Plans and the Plan Sponsor is supported by reasonable and appropriate security measures;
- Ensure that any agent, including a subcontractor, to whom it provides ePHI agrees to implement reasonable and appropriate security measures to protect the information; and
- Report to the HIPAA Plans any security incident of which it becomes aware.

Continuing Health Care Coverage through COBRA

In special situations, you or your covered dependent(s) may continue health care coverage at your or your dependent's expense when it otherwise would end. The Consolidated Omnibus Budget Reconciliation Act (COBRA) allows a continuation of health care coverage to qualified beneficiaries for a specific length of time. This section provides an overview of COBRA continuation coverage. The coverage described may change as permitted or required by applicable law. When you first enroll in coverage, you will receive from the Plan

Administrator/COBRA Administrator your initial COBRA notice. This notice and subsequent notices you receive will contain current requirements applicable for you to continue coverage.

The length of COBRA continuation coverage (COBRA coverage) depends on the reason that coverage ends, called the “qualifying event.” These events and the applicable COBRA continuation period are described below.

If you and/or your eligible dependent(s) choose COBRA coverage, the Company is required to offer the same medical and prescription drug coverage that is offered to similarly situated employees. Proof of insurability is not required to elect COBRA coverage. In other words, you and your covered dependents may continue the same health care coverage you had under the Plan before the COBRA qualifying event.

If you have a new child during the COBRA continuation period by birth, adoption, or placement for adoption, your new child is considered a qualified beneficiary. Your new child is entitled to receive coverage upon his or her date of birth, adoption, or placement for adoption, provided you enroll the child within 30 days of the child’s birth/adoption/placement for adoption. If you do not enroll the child under your coverage within 30 days, you will have to wait until the next open enrollment period to enroll your child.

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse’s plan), even if that plan generally doesn’t accept late enrollees.

For more information about the Marketplace, visit www.HealthCare.gov.

COBRA Qualifying Events and Length of Coverage

Each person enrolled in benefits will have the right to elect to continue health benefits upon the occurrence of a qualifying event that would otherwise result in such person losing health benefits. Qualifying events and the length of COBRA continuation are as follows:

18-Month Continuation

Health care coverage for you and your eligible dependent(s) may continue for 18 months after the date of the qualifying event if your:

- employment ends for any reason other than gross misconduct; or
- hours of employment are reduced.

18-Month Continuation Plus 11-Month Extension

If you or your eligible dependent is disabled at the time your employment ends or your hours are reduced, the disabled person may receive an extra 11 months of coverage in addition to the 18-month continuation period (for a total of 29 months of coverage). If the individual entitled to the disability extension has non-disabled family members who have COBRA coverage due to the same qualifying event, those non-disabled family members will also be entitled to the 11-month extension, including any child born or placed for adoption within the first 60 days of COBRA coverage.

The 11-month extension is available to any COBRA participant who meets all of the following requirements:

- he or she becomes disabled before or within the first 60 days of the initial 18-month coverage period; and
- he or she provides a copy of the Social Security Administration determination letter to the Plan Administrator (or its designated COBRA Administrator); and
- he or she notifies the Plan Administrator (or its designated COBRA Administrator) before the initial 18-month COBRA coverage period ends.

You must also notify the Plan Administrator (or its designated COBRA Administrator) within 30 days of the date Social Security Administration determines that you or your dependent is no longer disabled.

36-Month Continuation

Coverage for your eligible dependent(s) may continue for up to 36 months if coverage is lost due to your:

- death;
- divorce or legal separation;
- eligibility for Medicare coverage; or
- dependent child's loss of eligible dependent status under this Plan

Note: If any of these events (other than Medicare entitlement) occur while your dependents are covered under COBRA (because of an 18-month or 18-month plus extension qualifying event), coverage for the second qualifying event may continue for up to a total of 36 months from the date of the first COBRA qualifying event. In no case, however, will COBRA coverage be continued for more than 36 months in total.

If you become eligible for Medicare before a reduction in hours or your employment terminates, coverage for your dependents may be continued for up to 18 months from the date of your reduction in hours or termination of employment, or for up to 36 months from the date you became covered by Medicare, whichever is longer.

COBRA Notifications

If you or your covered dependents lose coverage under the Plan because your employment status changes, you become entitled to Medicare, or you die, the Plan Administrator (or its designated COBRA administrator) will automatically provide you or your dependents with additional information about COBRA continuation coverage, including what actions you must take by specific deadlines.

If your covered dependent loses coverage as a result of your divorce, legal separation or a dependent child's loss of eligibility under the Plan, you or your dependent must notify the Company within 60 days of the qualifying event. The Plan Administrator (or its designated COBRA administrator) will automatically send you or your dependent, as applicable, COBRA enrollment information. If you or your dependent fails to provide notification of the event within 60 days, you or your dependent forfeits all continuation of coverage rights under COBRA. To continue COBRA coverage, you and/or your eligible dependents must elect and pay the required cost for COBRA coverage.

Cost of COBRA Coverage

You or your eligible dependent pays the full cost for health care coverage under COBRA, plus an administrative fee of two percent, or 102 percent of the full premium cost, except in the case

of an 11-month disability extension where you must pay 150 percent of the full premium cost for coverage.

COBRA Continuation Coverage Payments

Each qualified beneficiary may make an independent coverage election. You must elect COBRA coverage by completing and returning your COBRA enrollment form as instructed in your enrollment materials within 60 days of the date you receive information about your COBRA rights or, if later, the date of your qualifying event.

The first COBRA premium payment is due no later than 45 days from the date COBRA coverage is elected. Although COBRA coverage is retroactive to the date of the initial qualifying event, no benefits will be paid until the full premium payment is received. Each month's premium is due prior to the first day of the month of coverage. You or your dependent is responsible for making timely payments.

If you or your dependent fails to make the first payment within 45 days of the COBRA election, or subsequent payments within 30 days of the due date (the grace period), COBRA coverage will be canceled permanently, retroactive to the last date for which premiums were paid. COBRA coverage cannot be reinstated once it is terminated. Other important information you need to know about the required COBRA coverage payments follows.

COBRA premium payments that are returned by the bank for insufficient funds will result in termination of your COBRA coverage if a replacement payment in the form of a cashier's check, certified check, or money order is not made within the grace period.

COBRA premium payments must be mailed to the address indicated on your premium notice. Even if you do not receive your premium notice, it is your responsibility to contact the COBRA administrator. Your COBRA coverage will end if payment is not made by the due date on your notice. It is your responsibility to ensure that your current address is on file.

You may be eligible for state or local assistance to pay the COBRA premium. For more information, contact your local Medicaid office or the office of your state insurance commissioner.

How Benefit Extensions Impact COBRA

If you have a qualifying event that could cause you to lose your coverage, the length of any benefit extension period is generally considered part of your COBRA continuation coverage period and runs concurrently with your COBRA coverage. (Also see "Coverage While You Are Not at Work" in the Plan Overview for additional information.)

If you take a leave under the Family and Medical Leave Act (FMLA), COBRA begins;

- at the end of the leave if you do not return after the leave; or
- on the date of termination if you decide to terminate your employment during the leave.

When COBRA Coverage Ends

COBRA coverage for a covered individual will end when any of the following occur:

- The premium for COBRA coverage is not paid on a timely basis (monthly payments must be postmarked within the 30-day grace period, your initial payment must be postmarked within 45 days of your initial election).
- The maximum period of COBRA coverage, as it applies to the qualifying event, expires.

-
- The individual becomes covered under any other group medical plan, even though the subsequent plan has a pre-existing condition exclusion, so long as the individual has enough creditable coverage to satisfy the subsequent plan's pre-existing condition exclusion. If the individual does not have enough creditable coverage to meet the new plan's requirement, he or she may continue to purchase COBRA coverage until the earlier of the day he or she is eligible for the new coverage, or 36 months.
 - The individual becomes entitled to Medicare.
 - The Company terminates its group health plan coverage for all employees.
 - Social Security determines that an individual is no longer disabled during the 11-month extension period.

Adoption of the Plan

The Hardin County Major Medical Plan, effective 07/01/2020, as amended and restated herein, is hereby adopted as of 07/01/2020. This document constitutes the basis for administration of the Plan.

IN WITNESS WHEREOF, the parties have caused this document to be executed on this _____ day of _____, 2020 .

BY: _____

TITLE: _____

EXHIBIT A
HARDIN COUNTY
PARTIAL SELF-FUNDING BENEFITS
07/01/2020

The Partial Self Funding Benefits will pay the difference between the deductible and out-of-pocket maximums provided by the major medical plan so that the participant realizes the following:

Plan \$750 deductible	In-Network	Out-of-Network
Calendar Year Deductible		
Per Person	\$ 750	\$ 750
Per Family	\$1,500	\$1,500
Out-of-Pocket Maximum		
Per Person	\$1,500	\$1,500
Per Family	\$3,000	\$3,000
Coinsurance you pay	10%	10%

The Partial Self Funding Benefits cover only those items and services determined by the Insurer to be covered services under the Plan.



HARDIN COUNTY

Courthouse

HARDIN COUNTY COURTHOUSE
1215 EDGINGTON AVE.
ELDORA, IA 50627

HARDIN COUNTY Employee Change of Status Report

Please enter the following change(s) as of 6/30/20
Date

Name: Parker Manning

Department: Comm Serv-#62

Address: _____

Position: Fr Club Assistant-PRN

Iowa Falls IA 50126
City State Zip Code

Salary/Hourly Rate: _____

Fund: 0001 62 4611 000 10100

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

Reason of Change:

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

Other: FIA Friendship Club becomes a stand alone 501c3 entity 7/1/20 so the staff will be directly employed by them and not county employees.

Dates of Employment: 5/2/18 to 6/30/20 Last Day of Work 6/30/20
From To (if applicable)

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

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

6/22/20
Date

Authorized by: _____
Board of Supervisors

Date



HARDIN COUNTY

Courthouse

HARDIN COUNTY COURTHOUSE
1215 EDGINGTON AVE.
ELDORA, IA 50627

HARDIN COUNTY Employee Change of Status Report

Please enter the following change(s) as of 6/30/20
Date

Name: Mary Nelson

Department: Comm Serv-#62

Address: _____

Position: Fr Club Coordinator

Iowa Falls IA 50126
City State Zip Code

Salary/Hourly Rate: _____

Fund: 0001 62 4611 000 10100

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

Reason of Change:

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

Other: FIA Friendship Club becomes a stand alone 501c3 entity 7/1/20 so the staff will be directly employed by them and not county employees.

Dates of Employment: 7/14/14 to 6/30/20
From To

Last Day of Work 6/30/20
(if applicable)

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

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

6/22/20
Date

Authorized by: _____
Board of Supervisors

Date



HARDIN COUNTY

Courthouse

HARDIN COUNTY COURTHOUSE
1215 EDGINGTON AVE.
ELDORA, IA 50627

HARDIN COUNTY Employee Change of Status Report

Please enter the following change(s) as of 6/30/20
Date

Name: Kathy Vitasek

Department: Comm Serv-#62

Address: _____

Position: Fr Club Assistant

Iowa Falls IA 50126
City State Zip Code

Salary/Hourly Rate: _____

Fund: 0001 62 4611 000 10100

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

Reason of Change:

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

Other: FIA Friendship Club becomes a stand alone 501c3 entity 7/1/20 so the staff will be directly employed by them and not county employees.

Dates of Employment: 11/27/17 to 6/30/20
From To

Last Day of Work has been on leave
(if applicable)

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

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

6/22/20
Date

Authorized by: _____
Board of Supervisors

Date



HARDIN COUNTY

Courthouse

HARDIN COUNTY COURTHOUSE
1215 EDGINGTON AVE.
ELDORA, IA 50627

HARDIN COUNTY Employee Change of Status Report

Please enter the following change(s) as of 06-24-2020
Date

Name: George Haefner
Address: _____
Iowa Falls Iowa 50126
City State Zip Code

Department: Conservation
Position: Park Aide Intern
Salary/Hourly Rate: \$10/Hr

Fund: 0001-22-6110-000-10108

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

Reason of Change:

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

Other: End of seasonal work, George was done last fall just need to get him off the books.

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: Wesley Wiese 06-18-2020
Elected Official or Department Head Date

Authorized by: _____ _____
Board of Supervisors Date



HARDIN COUNTY

Courthouse

HARDIN COUNTY COURTHOUSE
1215 EDGINGTON AVE.
ELDORA, IA 50627

HARDIN COUNTY Employee Change of Status Report

Please enter the following change(s) as of 6/15/2020
Date

Name: Amy Robb

Department: Sheriff's Office

Address: _____

Position: Dispatch

City _____ State _____ Zip Code _____

Salary/Hourly Rate: \$17.30

Fund: _____

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

Reason of Change:

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

Other: _____

Dates of Employment: 08/06/2019 From 06/14/2020 To Last Day of Work 6/04/2020
(if applicable)

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

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

11 June 2020
Date

Authorized by: _____
Board of Supervisors

Date

HARDIN COUNTY
Employee Change of Status Report

Please enter the following change(s) as of: 06-16-2020

Name: Sweet, Jacob

Address: Cedar Falls , IA

Department: Sheriff's Office

Position: Correctional Officer

Fund _____

Gross _____

Salary or Hourly Rate: \$15.00/hr

STATUS () Full-time () Permanent Part-time () Temporary/Seasonal
Part-time

Reason for change:

- | | |
|--------------------------------|-----------------|
| () Hired | () Resignation |
| () Promotion | () Retirement |
| () Demotion | () Layoff |
| () Pay Increase | () Discharge |
| () Leave of absence to: _____ | |

(date)

() Other: No Show for Training


Dates of Employment: From: 05-20-2020 To 06-16-2020

Last day of work will be:

Beyond the last day of work, the employee was (or will be) paid for: None

Vacation:

Comp:

Authorized by:  Date: 06-16-2020
Elected Official or Department Head

Approved by: _____ Date: _____
Appropriate Board (If Applicable)

HARDIN COUNTY
Employee Change of Status Report

Please enter the following change(s) as of: 06-16-2020

Name: Evans, Matthew

Address: Bridgewater, IA

Department: Sheriff's Office

Position: Correctional Officer

Fund _____

Gross _____

Salary or Hourly Rate: \$15.00/hr

STATUS () Full-time () Permanent Part-time () Temporary/Seasonal
Part-time

Reason for change:

- | | |
|--------------------------------|---|
| () Hired | (<input checked="" type="checkbox"/>) Resignation |
| () Promotion | () Retirement |
| () Demotion | () Layoff |
| () Pay Increase | () Discharge |
| () Leave of absence to: _____ | |

(date)

() Other:

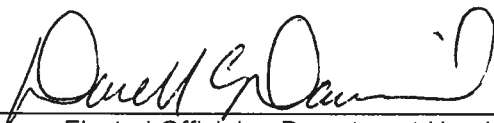
Dates of Employment: From: 09-13-2017 To 06-16-2020

Last day of work will be:

Beyond the last day of work, the employee was (or will be) paid for: None

Vacation:

Comp:

Authorized by:  Date: 06-16-2020
Elected Official or Department Head

Approved by: _____ Date: _____
Appropriate Board (If Applicable)

RESOLUTION

WHEREUPON Board Member _____ moved that the following Resolution be adopted:

RESOLUTION No. 2020 - _____

Hardin County Board of Supervisors

June 24, 2020

APPROVAL OF WAIVER OF HARDIN COUNTY'S RIGHT TO APPEAL ISSUANCE OF FINAL CONSTRUCTION PERMIT FOR THE CONSTRUCTION OF CONFINED ANIMAL FEEDING OPERATION BY THE IOWA DEPARTMENT OF NATURAL RESOURCES.

BE IT RESOLVED by the Hardin County Board of Supervisors as follows:

Section 1 The Hardin County Board of Supervisors has received notice from the Iowa Department of Natural Resources (DNR) that Tri-B Farms, LLC has been issued a draft permit for the construction of a confined animal feeding operation building(s) at NE1/4, NE1/4, Section 8, Ellis Township in unincorporated Hardin County.

Section 2 The Hardin County Board of Supervisors reviewed the construction permit application and the manure management plan and determined that both appeared to be in compliance with the requirements of the Master Matrix, Iowa Code Section 459 and Iowa DNR rules and recommended approval of said application on June 10, 2020.

Section 3 The Hardin County Board of Supervisors hereby waives its right to appeal the issuance of the final permit within the fourteen (14) day limit from the time of receipt of notice of the issuance of the draft permit.

Section 4 The Hardin County Board of Supervisors encourages the Iowa DNR to issue the Final Permit immediately upon notification of this waiver.

Section 5 The Hardin County Board of Supervisors authorizes the Board Chairman to notify the Iowa DNR of this waiver.

Section 6 This resolution shall take effect immediately.

The motion was seconded by Board Member _____ and after due consideration thereof, the roll was called and the following Board Members voted:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Whereupon, the Chair of the Board of Supervisors declared said Resolution duly passed and adopted this _____ day of _____, 2020.

Lance Granzow, Chairman
Board of Supervisors

ATTEST:

Jessica Lara
Hardin County Auditor