



**HARDIN COUNTY**  
Board of Supervisors

**Wednesday, March 25, 2020**

**NOTICE: County buildings are closed to the public 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 contact 641-939-8108 for information.**

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

Documents:

[03-18-2020 MINUTES.PDF](#)

5. Approval Of Claims For Payment

Documents:

[VENDOR PUBLICATION REPORT 3-25-20.PDF](#)

6. Utility Permits & Secondary Roads Department

Documents:

[HEART OF IOWA PERMIT UT-20-010.PDF](#)

7. 9:02 A.M. Public Hearing – FY 2020/2021 County Budget
8. Adoption Of FY 2020/2021 County Budget
9. Approval Of Employee Health Care Plan
10. Resolution To Adopt Amended Joint Venture Agreement Re: Greenbelt Home Care

Documents:

[RESOLUTION TO ADOPT GHC AGREEMENT AND ATTACHED AGREEMENT.PDF](#)

11. Approval Of Signage Grant

Documents:

[HC BETTERMENT GRANT APPLICATION.PDF](#)

12. Appointment Of Sherman Township Clerk
13. Application For Liquor License – Meadows Hills Golf Course

Documents:

[MEADOW HILLS LIQUOR LICENSE APPLICATION.PDF](#)

14. Application For Liquor License – Radcliffe Friendly Fairways

Documents:

[RADCLIFFE FRIENDLY FAIRWAYS LIQUOR LICENSE APPLICATION.PDF](#)

15. Change Of Status - Sheriff's Office

Documents:

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

16. COVID-19 Update
17. Public Comments
18. Other Business
19. Adjournment/Recess
20. 9:20 A.M. Resolution To Adopt Emergency Health Leave Policy  
Courthouse Large Conference Room

Documents:

[RESOLUTION TO ADOPT EMERGENCY HEALTH LEAVE POLICY.PDF](#)

21. 9:30 A.M. Drainage  
Courthouse Large Conference Room
22. 10:45 A.M. Drainage District 9 Bid Letting  
[VIEW DD 9 BID LETTING AGENDA](#)  
Courthouse Large Conference Room\*
23. Drainage District 143 Hearing  
Courthouse Large Conference Room

\* Physical location subject to change.

HARDIN COUNTY BOARD OF SUPERVISORS  
MINUTES – MARCH 18, 2020  
WEDNESDAY - 9:00 A.M.  
EMERGENCY OPERATIONS CENTER

Chair Lance Granzow called the meeting to order. The meeting location was changed in response to the COVID-19 outbreak. Also present were Supervisor Reneé McClellan; and Jessica Sheridan, Dave McDaniel, Matt Jones, Darrell Meyer, Angela De La Riva, Machel Eichmeier, Don Knoell, Jody Mesch, Lori Kadner, Carey Callaway, Jessica Lara, Pauline Lloyd, Linn Adams, Justin Ites, and Angela Silvey. Supervisor BJ Hoffman was absent.

The Pledge of Allegiance was recited.

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

McClellan moved, Granzow seconded to approve the minutes of March 11, 2020; March 13, 2020; and March 16, 2020. Motion carried.

McClellan moved, Granzow seconded to approve the March 18, 2020 claims for payment. Motion carried.

McClellan moved, Granzow seconded to table the addition of Rural Iowa Waste Management Association to the County's Avesis eyecare plan. Motion carried.

McClellan moved, Granzow seconded to approve the Workforce Development merger with Region 6 and Region 10. The merger will become effective once all member counties and the State approve and a 28E agreement is executed. Motion carried.

McClellan moved, Granzow seconded to approve the application for use of Courthouse grounds submitted by Iowa's Ride Eldora for July 14, 2020 from 11:00 a.m. to 6:30 p.m. Motion carried.

McClellan moved, Granzow seconded to approve the Commercial Tax Abatement Policy. Questions were received from Machel Eichmeier and Don Knoell. Roll Call Vote: "Ayes" McClellan and Granzow. "Nays" None. Absent: Hoffman. Motion carried.

McClellan moved, Granzow seconded to table the Community Betterment Match (Signage) Grant. Motion carried.

Granzow explained that due to a new 28E agreement with Greenbelt Home Care, a new Supervisor representative needed to be appointed, as the same Supervisor should not serve on the Board of Health and GHC Board. Granzow moved, McClellan seconded to remove Hoffman from the Board of Health, appoint McClellan in his place, and appoint Granzow as alternate. Motion carried.

Granzow moved, McClellan seconded to appoint McClellan as the County Public Information Officer for contact during the COVID-19 emergency. Motion carried.

Thomas Craighton, Emergency Management Coordinator, provided a COVID-19 update. Craighton spoke about the Governor's gathering size restriction, consequences for non-compliance, and electronic meetings becoming the norm. Craighton encouraged social distancing and requested residents call 211 or Hansen Family Hospital's hotline if in need of testing.

Discussion was held on closing County offices to the public to prevent coronavirus spread and maintaining continuity of services. Following input from Carey Callaway, Quaker Security; and department heads in attendance, McClellan moved, Granzow seconded to close the County courthouse and offices to the public, subject to any exceptions adopted by County departments, effective March 18, 2020 at noon. Roll Call Vote: "Ayes" McClellan and Granzow. "Nays" None. Absent: Hoffman. Motion carried.

McClellan moved, Granzow seconded to approve the resignation of Kattrina Wilcox, Dispatch Supervisor, effective 03/27/2020. Motion carried.

Public Comments: None.

Other Business:

Granzow reminded attendees of the FY 2020/2021 county budget hearing to be held next week. Since physical attendance will be restricted, the public should submit any comments in writing or can attend remotely via Zoom.

Jody Mesch, Property Manager, had questions on signage.

McClellan moved, Granzow seconded to adjourn. Motion carried.

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Lance Granzow, Chair  
Board of Supervisors

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Jessica Lara  
Hardin County Auditor

Claims Payable - March 25, 2020

Alliant Energy	\$9,568.36
Angela De La Riva	\$121.50
Arnold Motor Supply	\$56.50
Barco Municipal Products	\$181.11
Barnhart Electric Inc	\$339.47
Black Hills Energy	\$193.17
Bruce A Dieken	\$7.80
Builders FirstSource	\$15.99
Cam Spray	\$8.67
Campbell Supply Co	\$161.90
Capital City Equipment Company	\$10.99
Casey's General Store	\$28.00
Casey's General Store	\$26.40
Central Iowa Distr Inc	\$645.60
Central Lock & Key, Inc	\$505.00
CenturyLink	\$16.71
CenturyLink	\$369.28
Christopher L Barber	\$120.00
Cintas Corporation	\$113.86
City of Iowa Falls	\$31.43
Connie J Mesch	\$50.00
Cooley Pumping LLC	\$95.00
Corporate Translation Services Inc dba Language Link	\$15.25
Crosser Electric Inc.	\$81.25
Dennis Kramer, Landlord	\$150.00
Don's Truck Sales Inc	\$712.00
Elaine Frerichs	\$15.00
Fast Lane Motor Parts LLC	\$223.20
Frank Dunn	\$1,598.00
Franklin Rural Elec Co-Op	\$25.13
Fredregill Funeral Home	\$1,300.00
Galls Incorporated	\$17.65
GECRB/AMAZON	\$1,643.04
Hansen Family Hospital	\$80.00
Hy-Vee	\$131.16
Ia Weed Commissioner Assn	\$140.00
Interstate Batteries	\$63.35
Jerico Services Inc	\$14,280.00
Jody L Mesch	\$40.00
John Deere Financial	\$395.43
John L McCarter	\$607.95
Jolene Balvanz	\$152.63
Joseph R Donald	\$12.36
Ken's Repair	\$58.50
King Const. & Overhead Door Inc	\$1,855.00
Kit Paper	\$40.00
Martin Marietta Aggregate	\$799.00
Mid American Energy	\$35.96
Mid-America Publishing Corp	\$25.25
Midland Power Cooperative	\$1,928.30
Midwest Wheel Companies	\$429.32
Perma-Chink Systems Inc	\$267.43
Pinecrest Mobile Home Park	\$295.00
Polk County Treasurer	\$184.77
Quaker Security LLC	\$1,275.00
R Comm Wireless	\$75.00
Racom Corporation	\$126.00
Reliable1	\$858.67
Renee L McClellan	\$488.72
South Hardin Signal Review Inc	\$28.00
Speck Electric	\$5,889.64
Steven G Recker	\$90.00
Storey Kenworthy	\$152.85
Summit Food Service LLC	\$4,009.46
Thomson Reuters - West	\$54.56
Times Citizen	\$616.32
Van Wall Equipment	\$56.63
Vanguard Appraisals, Inc	\$2,725.00
Wesley Wiese	\$40.00
William J Hoffman	\$282.68

**Grand Total**

**\$57,037.20**

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**Lance Granzow, Chair  
Board of Supervisors**

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**Jessica Lara  
Hardin County Auditor**

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

**FOR DEPARTMENT USE ONLY**

Permit Number <b>UT-20-010</b>	Highway Number <b>20</b>	County <b>Hardin</b>
DOT Project Number		Expiration/Completion Date

**APPLICANT (INDIVIDUAL OR COMPANY)**

First Name <b>Jay</b>	Middle Initial	Last Name <b>Duncan</b>	Phone Number <b>(641) 486-2211</b>	Ext.
Company Name <b>Heart of Iowa Communications</b>			Phone Number <b>(641) 486-2205</b>	Ext.
Street Address <b>502 Main Street, P.O. Box 130</b>		City/Town <b>Union</b>	State <b>IA</b>	ZIP Code <b>50258-0130</b>
e-Mail Address <b>jduncan@heartofiowa.coop</b>		Secondary e-Mail Address <b>l.haken@FinleyUSA.com Linda Haken, Permit Specialist</b>		

**INSTALLATION TO BE ACCOMMODATED**

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

**The installation shall consist of:**  
Buried fiber communications cable and equipment along/across state highway R/W. Trenching, boring, direct buried, placing peds at R/W lines, 17 voltage, 48-72 fibers, .5" O. D., 1.25" HDPE Duct, 1.66" O. D., 42"-48" depth.

Eldora WO #2020-02 Eldora CO

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

**WORK SITE LOCATION**

The proposed work as described above is located in Section 15,22,13,24, 17,18,2 , Twp. 88N , Range 19,20W on Highway No. 20 generally located 2-10.5 (miles) east (direction) from the Town of Owasa (city, county line, or other landmark). Work proposed is more specifically located as being from 174.64 (Milepost #) and 260+60.24 (Highway Station) to 182.17 (Milepost #) and 381+95.24 (Highway Station) on the crossings S to N side of highway.

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

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

**A. General**

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

## **B. Construction and Maintenance**

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

## **C. Liability**

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

## **D. Notification**

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

## **E. Buy America**

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


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



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

**Applicant Signature and Agreement**

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

Name of Agent (Print or Type) Jay Duncan	Agent/Owner (Signature) 	Title Plant Manager
Name of Owner (Print or Type) Heart of Iowa Communications	Date 3/17/2020	
e-Mail Address jduncan@heartofiowa.coop		

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

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

Recommend Approval       Do Not Recommend Approval       None Required

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

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

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

Recommend Approval       Do Not Recommend Approval       None Required

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

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

Recommend Approval       Do Not Recommend Approval       None Required

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

Application Approved       Application Denied      Permit Number:

Authorized Highway District Representative	Signature	Date
e-Mail Address		

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

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

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

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

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

#### Attachments

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

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

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION TO ADOPT AMENDED JOINT VENTURE AGREEMENT RE: GREENBELT HOME CARE**

**WHEREAS**, Hardin County previously approved by motion the entry of an amended agreement for the joint venture regarding Greenbelt Home Care; and

**WHEREAS**, Hardin County and the other parties have now executed an amended joint venture agreement; and

**WHEREAS**, the joint venture agreement as amended should be formally adopted by resolution under Iowa Code Section 28E.4, and filed with the Secretary of State pursuant to Iowa Code Section 28E.8;

**NOW THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Hardin County, Iowa, that the Hardin County Board of Supervisors adopts the attached Third Amended and Reinstate Articles of Amendment of Joint Venture Agreement For the Creation of Greenbelt Home Care, and further directs the County Auditor to make the appropriate filings with Secretary of State to give effect to this resolution.

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: none

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

\_\_\_\_\_  
Lance Granzow, Chair  
Board of Supervisors

Attest:

\_\_\_\_\_  
Hardin County Auditor

**THIRD AMENDED AND REINSTATED ARTICLES OF  
AMENDMENT OF JOINT VENTURE AGREEMENT FOR THE  
CREATION OF GREENBELT HOME CARE**

This Third Amended and Reinstated Articles of Amendment of the Joint Venture Agreement (the "Agreement") for the creation of Greenbelt Home Care (original joint venture agreement dated August 5, 1998, recorded August 12, 1998, Inst. No 2956 in the Year 1998, Office of the Hardin County Recorder and amended the 31, day of March, 2005, and filed with the Secretary of State, April 13, 2005) dated this 18<sup>th</sup> day of ~~December, 2019~~, by and between the following parties, to-wit: February 2020

1. Hardin County, Hardin County Board of Health
2. City of Eldora
3. Greenbelt Home Care

for the purpose of continuing the Joint Venture Agreement for the Creation of Greenbelt Home Care entered into and restating and amending the same, the parties make the following recitations:

WHEREAS, certain Parties entered into an amendment of the Joint Venture Agreement for the Creation of Greenbelt Home Care as of the 31, day in March 2005; and

WHEREAS, the City of Eldora had given written notice of its intention to withdraw as a member of the Joint Venture Agreement and resign all offices held in Greenbelt Home Care, an Iowa non-profit corporation ("GHC") pursuant to the terms and provisions of the original Joint Venture Agreement as amended which membership interest has been reallocated among the remaining voting members of GHC as described herein; and

WHEREAS, the City of Eldora has agreed to withdraw its written notice of intention to withdraw as a member and remain a member of the Joint Venture Agreement as modified herein; and

WHEREAS, the Parties hereto desire to amend the Joint Venture Agreement as amended and restate the Articles of Amendment of the Joint Venture Agreement to accurately reflect the membership and structure of GHC as the same will exist herein; and

WHEREAS the Parties to these Third Amended and Reinstated Articles of Amendment must take steps to elect to continue the operation of GHC prior to the effective withdrawal of the City of Eldora, and have executed this Agreement to presently bind the members of the reconstituted membership and structure of GHC which would otherwise occur as of July 1, 2020.

NOW THEREFORE, in consideration of the mutual promises and other valuable considerations contained herein, the Parties hereto agree as follows:

1. Amendment and Agreement. The Parties hereto agree that these Third Amended and Reinstated Articles of Amendment of the Joint Venture for the Creation of Greenbelt Home Care shall modify and supersede the amendment of Joint Venture Agreement of the Creation of Greenbelt Home Care entered as of the 31<sup>st</sup> day of March, 2005, and shall be effective as to all parties hereto upon execution and shall establish the relationship among and between Hardin County, the City of Eldora and Greenbelt Home Care. All provisions of the Joint Venture Agreement dated March 31, 2005, not herein amended shall remain effective to all Parties hereto. The Joint Venture Agreement for the Creation of Greenbelt Home Care is hereby amended as follows:

- A. Section I (a) of the Joint Venture Agreement as amended is hereby deleted and the following is substituted.

- a) Organization. GHC shall have voting members who shall be Hardin County, Iowa, Hardin County Board of Health and the City of Eldora, Iowa. The members shall have those rights and powers accorded voting members under Iowa Code Chapter 504A and as provided in the Articles of Incorporation and Bylaws of GHC.

- B. Section I (b) of the agreement is hereby deleted and the following is substituted:

- b) Capitalization. Each member shall contribute to the capitalization of GHC in the following percentages (the contribution percentage):

Hardin County, Iowa	99%
City of Eldora	1%

To the extent that GHC requires capital in addition to the initial or subsequent capital contribution, the Parties agree that GHC may obtain, consistent with any applicable member debt, covenants and the terms of its Articles and Bylaws, debt financing for such working capital in such amounts and on such terms as shall be necessary to carry out undertakings of GHC under this Agreement, including receiving loans from members.

- C. Section I (C) of the Agreement is hereby deleted and the following is substituted:

- c) Loans: No further repayment of notes shall be required as a part of the restructuring of the membership interest, provided, however, that in the event GHC shall elect to require additional funds for operation, Hardin County and the City of Eldora shall first lend additional amounts to GHC in proportion to their respective membership percentages until total amount loaned by all Parties

shall again equal \$54,286.00. The Parties further agree that in the event that any party shall fail to lend GHC the amount determined under this paragraph as required shall have its membership contribution reduced by the amount failed to be loaned by said party to GHC and that the resulting directorship of the said party shall be reduced proportionally. Any payments made available by GHC to pay off loans shall be paid to the Parties with respect to the amount loaned by that party proportionally rather than based upon the membership interest of such party.

D. Section 6 of the Joint Venture Agreement as amended is hereby deleted and the following is substituted:

6. Dissolution: GHC may be dissolved in accordance with the laws of the State of Iowa. In the event of dissolution, all assets, real and personal, shall be distributed in accordance with Iowa Code Section 504A.48. After the distribution of assets pursuant to Iowa Code Section 504A.48(1), 504A.48(2) and 504A.48(3), any remaining assets of the corporation shall be transferred to the then existing members which have made capital contributions to GHC in pro rata shares based upon their respective contribution percentages (as defined in the Joint Venture Agreement and amended) if such organizations are qualified as tax exempt under Section 501(C)(3) of the Internal Revenue Code or such organizations then qualify as a governmental unit under section 170(c) of the Internal Revenue Code, or corresponding provisions of future United States Internal Revenue law, provided, that if any member is not so existing and qualified, such asset shall be distributed to the legal successor of each such member if such legal successor is so qualified. In the event that the members or their respective legal successors are not existing and so qualified, the remaining assets if any shall be disposed of by transfer to one or more corporations, associations, institutions, trust or foundations organized and operated for 1 or more of the purposes of this corporation, and described in section 501(C)(3) of the Internal Revenue Code of 1986, or the State of Iowa of any political subdivision thereof for exclusively public purposes, in such proportions as the members of the corporation shall determine. Notwithstanding any provisions herein to the contrary, nothing herein shall be construed to affect the disposition of property and assets held by this corporation upon trust or other condition, or subject to an executory or special limitation, and such property, upon dissolution of the corporation shall be transferred in accordance with the trust, condition, or limitation with respect to it.

- E. Section 10 of the Joint Venture Agreement of August 5, 1998 is hereby amended by deleting the notice information for Amicare Management Services, North Iowa Mercy Health Center, Eldora Regional Medical Center and Ellsworth Municipal Hospital d/b/a Hansen Family Hospital. The designation of a representative for Hardin County in the notice provision is hereby modified to provide that notice to Hardin County and the City of Eldora shall be addressed as follows:

Hardin County Board of Supervisors	City of Eldora
c/o Hardin County Auditor	1442 Washington
Hardin County Court House	Eldora, IA 50627
Eldora, IA 50627	

- F. Section 14 of the Joint Venture Agreement is hereby deleted and the following is substituted in lieu thereof:

Third Party beneficiary: This Agreement is not a third party beneficiary contract and shall not in any respect whatsoever increase the rights of any third-party or create any rights or remedies on behalf of any third-party with respect to GHC, Hardin County, Hardin County Board of Health, or the City of Eldora.

- G. Required filings of Amendment: Effective date of Amendment. The Parties hereto acknowledge that GHC is responsible for filing this Amendment with the Hardin County Recorder's Office and with the Iowa Secretary of State. Pursuant to Chapter 28E of the Iowa Code, this Amendment shall not be effective until all filings required are completed.

- H. Paragraph Three (3) of the Joint Venture Agreement of August 5, 1998 is hereby deleted in its entirety.

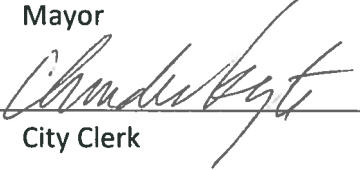
IN WITNESS WHEREOF, the Parties hereto have executed these Third Amended and Restated Articles of Amendment of Joint Venture Agreement for the Creation of Greenbelt Home Care this 18<sup>th</sup> day of ~~December, 2019~~ <sup>February, 2020</sup> and certify that the governing bodies of each member have authorized the execution of the foregoing.

**Hardin County**

BY:   
Hardin County Supervisor

**City of Eldora**

BY:   
Mayor

BY:   
City Clerk

**Hardin County Board of Health**

BY:   
Chairperson

**Greenbelt Home Care**

BY:   
Authorized Officer



**A Running Start on Development  
Community Betterment Match Grant Application**

**A. Introduction**

*Please fill out this application completely and truthfully. The Community Betterment Match Grant is a 50/50 match grant, which means the grant funds are eligible to cover no more than half of your project costs. Each grant award will not exceed \$500.00, and the awards will only be given to commercial or industrial sites for exterior signage projects. (If you have a question as to whether or not your project is eligible for a grant award, please do not hesitate to contact the phone number at the bottom of the application.) Thank you for applying for the Community Betterment Match Grant Fund and for your dedication to improving Hardin County's economic climate.*

**B. Contact Information**

Name \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Email Address \_\_\_\_\_

**C. Business Information**

Name of Business \_\_\_\_\_  
Location of Business \_\_\_\_\_  
Type of Business \_\_\_\_\_ Number of Employees \_\_\_\_\_  
How long have you been in business? \_\_\_\_\_  
What is your approximate annual revenue? \_\_\_\_\_

**D. Project Information**

- **Projects that are NOT eligible: equipment updates, structural work, generic maintenance, etc.**
  
- **Projects that ARE eligible: signage, painting, storefront restoration, etc.**

Project Name \_\_\_\_\_  
Project Description (What will you construct or improve, dimensions, materials used, etc.)  
\_\_\_\_\_  
\_\_\_\_\_

Estimated Total Project Cost \_\_\_\_\_  
Project Start Date \_\_\_\_\_ Project End Date \_\_\_\_\_

Project Location **(Attach a building permit if applicable.)**  
\_\_\_\_\_  
Who will be constructing or executing the improvements?  
\_\_\_\_\_

**E. Economic Development Initiatives**

Will the proposed project create jobs? If so, how many? \_\_\_\_\_

How will the proposed project increase the overall economic activity of your business?

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Will the proposed project lead to further development efforts by your business? If so, Explain.

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**F. Cost Summary**

Total Project Cost	\$ _____
=	
50% of Project Cost (Business owner contribution)	\$ _____
+	
50% of Project Cost (Grant award not to exceed \$500)*	\$ _____

*\*If 50% of the project cost exceeds \$500, the project will still only be eligible to receive a maximum of \$500 in grant funds.*

If you have any questions regarding your project, or the grant application itself, please do not hesitate to contact the Economic Development Director, Angela De La Riva for more details and assistance.

Angela De La Riva  
Hardin County Economic Development Director  
[adelariva@hardincountyia.gov](mailto:adelariva@hardincountyia.gov)  
641-373-0114

**Applicant License Application ( )**

<b>Name of Applicant:</b>	<u>Meadow Hills Golf Course</u>		
<b>Name of Business (DBA):</b>	<u>Meadow Hills Golf Course</u>		
<b>Address of Premises:</b>	<u>24236 Hwy D15</u>		
<b>City</b>	<u>Iowa Falls</u>	<b>County:</b>	<u>Hardin</u> <b>Zip:</b> <u>50126</u>
<b>Business</b>	<u>(641) 648-4421</u>		
<b>Mailing</b>	<u>24236 Hwy D15</u>		
<b>City</b>	<u>Iowa Falls</u>	<b>State</b>	<u>IA</u> <b>Zip:</b> <u>50126</u>

**Contact Person**

<b>Name</b>	<u>Lorri McConnell-Brouer</u>		
<b>Phone:</b>	<u>(641) 648-6668</u>	<b>Email</b>	<u>mhgolf2016@gmail.com</u>

**Classification** Class B Beer (BB) (Includes Wine Coolers)

**Term:** 6 months

**Effective Date:** 04/15/2020

**Expiration Date:** 01/01/1900

**Privileges:**

- Class B Beer (BB) (Includes Wine Coolers)
- Outdoor Service
- Sunday Sales

**Status of Business**

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

**Ownership**

**Lorri McConnell-Brouer**

**First Name:** Lorri **Last Name:** McConnell-Brouer  
**City:** Iowa Falls **State:** Iowa **Zip:** 50126  
**Position:** President  
**% of Ownership:** 0.00% **U.S. Citizen:** Yes

**Insurance Company Information**

<b>Insurance Company:</b>	<u>Wadena Insurance Company</u>		
<b>Policy Effective Date:</b>	<u>04/15/2020</u>	<b>Policy Expiration</b>	<u>10/15/2020</u>
<b>Bond Effective</b>		<b>Dram Cancel Date:</b>	
<b>Outdoor Service Effective</b>		<b>Outdoor Service Expiration</b>	
<b>Temp Transfer Effective Date</b>		<b>Temp Transfer Expiration Date:</b>	

**APPLICANT**

I hereby declare that all information contained in the E-license Application is true and correct. I understand that misrepresentation of material fact in the Application is a serious misdemeanor crime and grounds for denial of the license or permit under Iowa law. Please submit this form to your local authority.

*Lorri McConnell Brouer*

Applicant's Signature

02-20-2020

Date

**NOTARY**

State of Iowa

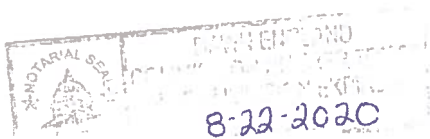
County of Hardin

Signed and sworn to before me on 02-20-2020  
Date

By Lorri McConnell-Brouer  
Print Name of Applicant

Dawn England  
Signature of Notary

2-20-2020  
Date



**Applicant License Application ( )**

<b>Name of Applicant:</b>	<u>Radcliffe Friendly Fairways Golf</u>		
<b>Name of Business (DBA):</b>	<u>Radcliffe Friendly Fairways Golf Course, Inc.</u>		
<b>Address of Premises:</b>	<u>26814 Cty Hwy S-27</u>		
<b>City</b>	<u>Radcliffe</u>	<b>County:</b>	<u>Hardin</u> <b>Zip:</b> <u>50230</u>
<b>Business</b>	<u>(515) 899-7969</u>		
<b>Mailing</b>	<u>PO Box 107</u>		
<b>City</b>	<u>Radcliffe</u>	<b>State</b>	<u>IA</u> <b>Zip:</b> <u>50230</u>

**Contact Person**

<b>Name</b>	<u>Melanie Eide</u>		
<b>Phone:</b>	<u>(515) 291-1757</u>	<b>Email</b>	<u>rffgolf@netins.net</u>

**Classification** Class C Liquor License (LC) (Commercial)

**Term:** 8 months

**Effective Date:** 04/15/2020

**Expiration Date:** 01/01/1900

**Privileges:**

- Class C Liquor License (LC) (Commercial)
- Outdoor Service
- Sunday Sales

**Status of Business**

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

**Ownership**

**Joshua Norem**

**First Name:** Joshua **Last Name:** Norem  
**City:** Radcliffe **State:** Iowa **Zip:** 50230  
**Position:** President  
**% of Ownership:** 0.00% **U.S. Citizen:** Yes

**Insurance Company Information**

<b>Insurance Company:</b>	<u>Nationwide Insurance Company</u>		
<b>Policy Effective Date:</b>	<u>04/15/2020</u>	<b>Policy Expiration</b>	<u>12/15/2020</u>
<b>Bond Effective</b>		<b>Dram Cancel Date:</b>	
<b>Outdoor Service Effective</b>		<b>Outdoor Service Expiration</b>	
<b>Temp Transfer Effective Date</b>		<b>Temp Transfer Expiration Date:</b>	

**HARDIN COUNTY**  
Employee Change of Status Report

Please enter the following change(s) as of: 03-16-2020

Name: Chapman, Michael

Address: Eldora, IA

Department: Sheriff's Office

Position: Correctional Officer

Fund \_\_\_\_\_

Gross \_\_\_\_\_

Salary or Hourly Rate: \$16.76/hr

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

Reason for change:

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

Other: **Part Time to Full Time**

Dates of Employment: From: \_\_\_\_\_ To \_\_\_\_\_

Last day of work will be: \_\_\_\_\_

Beyond the last day of work, the employee was (or will be) paid for:

Vacation:

Comp:

Authorized by:  Date: 03-12-2020  
Elected Official or Department Head

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Appropriate Board (If Applicable)



# HARDIN COUNTY

## Courthouse

HARDIN COUNTY COURTHOUSE  
1215 EDGINGTON AVE.  
ELDORA, IA 50627

**FILED**

MAR 18 2020

HARDIN COUNTY AUDITOR

### HARDIN COUNTY Employee Change of Status Report

Please enter the following change(s) as of 03/18/2020  
Date

Name: Hannah Metz

Department: Communications

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

Position: Dispatcher

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

Salary/Hourly Rate: \$15.00

Fund: 0001-05-1040-000-10112

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: \_\_\_\_\_ to \_\_\_\_\_  
From To

Last Day of Work \_\_\_\_\_  
(if applicable)

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

Authorized by:   
Elected Official or Department Head

18 MAR 2020  
Date

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

\_\_\_\_\_  
Date



# HARDIN COUNTY

## Courthouse

HARDIN COUNTY COURTHOUSE  
1215 EDGINGTON AVE.  
ELDORA, IA 50627

**FILED**

MAR 18 2020

HARDIN COUNTY AUDITOR

### HARDIN COUNTY Employee Change of Status Report

Please enter the following change(s) as of 03/18/2020  
Date

Name: Sarah Robinson

Department: Communications

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

Position: Dispatcher

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

Salary/Hourly Rate: \$15.00

Fund: 0001-05-1040-000-10112

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

Reason of Change:

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

Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

18 MAR 2020  
Date

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

\_\_\_\_\_  
Date



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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION TO ADOPT EMERGENCY HEALTH LEAVE POLICY**

**WHEREAS**, the United States President, the Governor of Iowa and the Hardin County Board of Supervisors have declared a health emergency due to COVID-19; and

**WHEREAS**, Federal and State health officials have prescribed quarantine and isolation recommendations to protect against the spread of COVID-19 while maintaining essential public services; and

**WHEREAS**, compliance with health and safety recommendations for quarantine and isolation in this health emergency requires adoption of special Hardin County employment policies;

**NOW THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Hardin County, Iowa, that the Hardin County Board of Supervisors adopts the attached EMERGENCY HEALTH LEAVE POLICY which shall be effective immediately and prospectively.

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: none

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

\_\_\_\_\_  
Lance Granzow, Chair  
Board of Supervisors

Attest:

\_\_\_\_\_  
Hardin County Auditor

## **EMERGENCY HEALTH LEAVE POLICY**

This emergency health leave policy shall automatically be invoked when the Board of Supervisors has declared a county-wide health emergency in Hardin County, and shall remain in effect until the declared emergency is lifted or the Board of Supervisors otherwise waives the application of this policy.

This emergency health leave policy applies to any Hardin County employee that meets any of the following criteria:

1. Travels outside of Iowa for any reason;
2. Travels to any city in Iowa that has a confirmed case of COVID-19;
3. Resides with anyone returning from travel outside of Iowa for any reason;
4. Resides with anyone returning from travel to any city in Iowa that has a confirmed case of COVID-19;
5. Tests positive for, or resides with someone who tests positive for COVID-19;
6. Provides care for someone with symptoms of COVID-19 or someone who tests positive for COVID-19, without using proper PPE

Any employee of Hardin County who elects to engage in the above activities shall be placed on a 14-day emergency leave from work from date of last possible exposure. For payroll purposes, the mandatory leave shall be accounted for in the following order:

1. Comp-time deduction;
2. Vacation time deduction;
3. Advance on future vacation time;

This policy is intended to discourage behaviors that increase the risk of spreading COVID-19. Nothing in this policy prevents a person from claiming sick leave or any other applicable employment benefit or right under law before, during or after being placed on the 14-day emergency leave under this policy.

Any employee that repeats the above-listed behavior shall be placed on unpaid, uncompensated leave.