



HARDIN COUNTY
Board of Supervisors

Wednesday, December 8, 2021

NOTICE: Public meetings will be held electronically and in-person. To access and participate in meetings remotely, please call 641-939-8108 for Zoom meeting 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:

[10-20-2021 MINUTES.PDF](#)
[10-20-2021 CHAT LOG.PDF](#)
[11-10-2021 MINUTES.PDF](#)
[11-10-2021 DEPARTMENT HEAD MINUTES.PDF](#)
[12-01-2021 MINUTES.PDF](#)
[12-01-2021 CHAT LOG.PDF](#)

5. Approval Of Claims For Payment

Documents:

[VENDOR PUBLICATION REPORT 12.8.21.PDF](#)

6. Utility Permits & Secondary Roads Department
7. Resolution – Set Date And Time For Public Hearing On Road Vacation – G Avenue

Documents:

[G AVE RESOLUTION TO SET PUBLIC HEARING.PDF](#)

8. Resolution – Set Date And Time For Public Hearing On Road Vacation – 230th Street

Documents:

[230TH ST. RESOLUTION TO SET PUBLIC HEARING.PDF](#)

9. Approval Of Farm Leases

Documents:

[FARM LEASE - COURTNEY NEDERHOFF.PDF](#)
[FARM LEASE - MITCHELL MOSCH.PDF](#)

10. Approve Application For Bird Friendly County Designation

Documents:

[BIRD FRIENDLY COUNTY INSTRUCTIONS.PDF](#)

11. 28E Agreement For Central Iowa Community Services

Documents:

[CICS 28E APPROVED 20211028.PDF](#)

12. Resolution To Correct Resolution No. 2021-36

Documents:

[RESOLUTION TO CORRECT RESOLUTION NO. 2021-36.PDF](#)

13. Auditor's Monthly Report

Documents:

[AUDITORS MONTHLY REPORT.PDF](#)

14. Recorder's Monthly Report

Documents:

[RECORDERS MONTHLY REPORT.PDF](#)

15. Sheriff's Monthly Report

Documents:

[SHERIFFS MONTHLY REPORT.PDF](#)

16. Other Business

17. Adjournment/Recess

18. 9:30 A.M. Drainage
Courthouse Large Conference Room

19. 10:30 A.M. Drainage District 56 Landowners' Meeting
Emergency Operations Center, 1031 Edgington Ave., Eldora

20. 1:00 P.M. Closed Session Pursuant To Iowa Code 21.5(1)(A) And (C) To Discuss
Confidential Information And Litigation
Courthouse Large Conference Room

21. Organizational Meeting Planning Session (To Follow)
Courthouse Large Conference Room

HARDIN COUNTY BOARD OF SUPERVISORS
MINUTES – OCTOBER 20, 2021
WEDNESDAY - 9:00 A.M.
COURTHOUSE LARGE CONFERENCE ROOM

Chair BJ Hoffman called the meeting to order. Also present were Supervisors Reneé McClellan and Lance Granzow; and Taylor Roll, Angela De La Riva, Darrell Meyer, Thomas Craighton, Michael Pearce, Jolene Pieters, Machel Eichmeier, and Angela Silvey. Attending via Zoom: Rocky Reents, Wes Wiese, Matt Rezab, Lori Kadner, Julie Duhn, Elaine Loring, Lisa Lawler, and Donna Juber.

The Pledge of Allegiance was recited.

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

Granzow moved, McClellan seconded to approve the October 14, 2021 and October 20, 2021 claims for payment. Motion carried.

Utility Permits: None.

Secondary Roads:

Engineer Taylor Roll provided an update on Iowa River's Edge Trail and bridge projects.

Bids were opened for the lease of 8.5 acres of county agricultural land. The following two bids were received:

Pete Emerson:	\$12.12/acre
Mitchell Mosch:	\$100/acre

Bids were opened for the lease of 151.5 acres of county agricultural land. The following three bids were received:

Courtney Nederhoff:	\$330/acre
Todd Kjormoe:	\$295.05/acre
Faris Custom LLC:	\$305/acre

All five bidders will be contacted by Hoffman with the top bid amount and given the opportunity to raise their bids at a meeting scheduled at noon.

Following a request for funds from Economic Development Director Angela De La Riva, McClellan moved, Granzow seconded to approve a transfer of \$25,000 from LOST funds to a separate line item for engineering/legal fees associated with Project Tom. Motion carried.

Granzow moved, McClellan seconded to approve the appointments of Jeremiah Andrews and Robert Harms to the Compensation Board as Supervisors' representatives. These are four-year terms commencing July 1, 2021. Motion carried.

Granzow moved, McClellan seconded to approve the appointments of Dave Sweeney and Justin Weber to the Compensation Board as Auditor's and Sheriff's representatives, respectively. These are four-year terms commencing July 1, 2021. Motion carried.

McClellan moved, Granzow seconded to approve the hiring of Alissa Aronson, full-time Dispatcher, at a rate of \$19.90/hour, effective 11/02/2021. Motion carried.

McClellan moved, Granzow seconded to approve the hiring of Tyler Swenson, Deputy Sheriff, at a rate of \$26.51/hour, effective 10/21/2021. Swenson must obtain residence in Hardin County within six months of date of hire. Motion carried.

McClellan moved, Granzow seconded to approve the hiring of Emma Inks, part-time Dispatcher, at a rate of \$18.78/hour, effective 10/17/2021. Motion carried.

Other Business: None.

Granzow moved, McClellan seconded to adjourn. Motion carried.

At 10:30 a.m. the Board met for the employee performance review of Jody Mesch, Property Manager. Present: Supervisors Hoffman, McClellan, and Granzow; and Mesch and Lori Kadner.

At the request of Mesch, McClellan moved, Granzow 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. The Board entered closed session at 10:30 a.m.

Following discussion, Hoffman moved, McClellan seconded to return to open session. Motion carried. Closed session ended at 10:50 a.m. and the meeting was recessed.

At 12:00 p.m. the meeting reconvened for the purpose of county agricultural land bidding. Present: Supervisors Hoffman, McClellan, and Granzow; and Wes Wiese, Thomas Craighton, Mitchell Mosch, Wes Faris, Courtney Nederhoff, and Todd Kjormoe.

By default Mitchell Mosch won the bid for the 8.25-acre parcel of hay ground with a bid of \$100/acre.

Courtney Nederhoff, Todd Kjormoe, and Wes Faris were given the opportunity to raise their initial bids. Nederhoff won the bid for the 151.5 acres of farm ground with a bid of \$390/acre.

Hoffman will provide the winning bidders’ contact information to County Attorney Darrell Meyer for preparation of the leases.

Granzow moved, McClellan seconded to adjourn. Motion carried.

At 12:25 p.m. the Board met for the employee performance review of Angela De La Riva, Economic Development Director. Present: Supervisors Hoffman, McClellan, and Granzow; and De La Riva and Lori Kadner.

At the request of De La Riva, McClellan moved, Granzow 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. The Board entered closed session at 12:25 p.m.

Following discussion, Granzow moved, McClellan seconded to exit closed session. Motion carried. Closed session ended at 1:15 p.m.

McClellan moved, Granzow seconded to recess. Motion carried.

At 1:33 p.m. the Board met for the employee performance review of Matt Jones, IT Director. Present: Supervisors Hoffman, McClellan, and Granzow; and Jones and Lori Kadner.

At the request of Jones, McClellan moved, Granzow seconded to go into closed session pursuant to Iowa Code 21.5(1)(i). Roll Call Vote: “Ayes” Granzow, McClellan, and Hoffman. “Nays” None. Motion carried. The Board entered closed session at 1:33 p.m.

Following discussion, McClellan moved, Granzow seconded to exit closed session. Motion carried. Closed session ended at 2:09 p.m.

Granzow moved, Hoffman seconded to adjourn. Motion carried.

BJ Hoffman, Chair
Board of Supervisors

Jolene Pieters
Hardin County Auditor

Chat Log from 10/20/2021

- 09:07:59 From Lisa Lawler to Everyone:
What is Project Tom?
- 09:08:34 From Lisa Lawler to Everyone:
are there proposals from engineering firms for the fee request?
- 09:09:21 From Julie Duhn to Everyone:
um, no. She can tell everyone.
- 09:09:22 From Lisa Lawler to Everyone:
email is good - lisalawler2010@yahoo.com
- 09:09:24 From Lisa Lawler to Everyone:
thank you!
- 09:10:11 From Julie Duhn to Everyone:
BJ's way of withholding knowledge from citizens.
- 09:12:26 From Julie Duhn to Everyone:
Public comment needs to come back.
- 09:12:54 From Julie Duhn to Everyone:
Sorry, not disappointed, not surprised.
- 09:13:20 From Julie Duhn to Everyone:
Expected excuse.

HARDIN COUNTY BOARD OF SUPERVISORS
MINUTES – NOVEMBER 10, 2021
WEDNESDAY - 9:00 A.M.
COURTHOUSE LARGE CONFERENCE ROOM

Chair BJ Hoffman called the meeting to order. Also present were Supervisors René McClellan and Lance Granzow; and Taylor Roll, Lori Kadner, Thomas Craighton, Michael Pearce, Darrell Meyer, Jolene Pieters, Dave McDaniel, Robert Nazario, and Angela Silvey. Attending via Zoom: Alison Campbell, Connie Mesch, Matt Rezab, Pauline Lloyd, Megan Harrell, Carey Callaway Morton, Curt Groen, Kristi Swalve, Rocky Reents, Elaine Loring, Cheryl Lawrence, JD Holmes, Allison Munro, Donna Juber, Mark Buschkamp, and Julie Duhn.

The Pledge of Allegiance was recited.

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

Granzow moved, McClellan seconded to approve the November 5, 2021 and November 10, 2021 claims for payment. Motion carried.

Utility Permits: None.

Secondary Roads: No update.

Granzow moved, McClellan seconded to approve four City of Eldora permits: a demolition permit application, driveway permit application, and curb cut application for the property located at 1309 11th Avenue, and one driveway permit application for the property located 1116 14th Avenue. Motion carried.

McClellan moved, Granzow seconded to approve the Emergency Operations Center parking lot construction plan as presented. Motion carried.

McClellan moved, Granzow seconded to approve an engagement letter from CGA to represent the County in connection with the Heartland Greenway System Pipeline. Motion carried.

Granzow moved, McClellan seconded to approve a letter of consent instructing County Attorney to provide information to Bowman and Miller, P.C. for the annual audit. Motion carried.

Whereupon Board Member McClellan moved that the following resolution be adopted:

RESOLUTION NO. 2021-46

**RESOLUTION APPROVING 28E AGREEMENT AMENDMENT WITH THE
ELECTRONIC SERVICES SYSTEM, A/K/A IOWA LAND RECORDS**

WHEREAS, public agencies may enter into an agreement with other public agencies for joint and cooperative action pursuant to Chapter 28E of the Iowa Code; and

WHEREAS, in 2005 the Iowa General Assembly required every county in the State of Iowa to enter into a 28E agreement for the implementation of a county land record information system; and

WHEREAS, on August 31, 2005, Hardin County executed a County Electronic Services System 28E Agreement (“the Agreement”), which was subsequently filed with the Iowa Secretary of State on December 21, 2005; and

WHEREAS, the Iowa General Assembly has recently authorized the Board of Supervisors of the counties participating in the Agreement to amend the Agreement “to provide for the ongoing implementation of the county land record information system” [Iowa Code Section 331.604(3)(f)]; and

WHEREAS, it has been recommended by the Iowa County Recorders Association and Hardin County Recorder that certain amendments be made to the Agreement to further the implementation of the county land record information system;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS FOR HARDIN COUNTY, IOWA: That the attached Amended and Substituted County Electronic Services System 28E Agreement, as approved by the Iowa County Recorders Association Executive Board and by the ESS Coordinating Committee on October 4, 2021, and as executed by Deb Kupka, Tama County Recorder and Chair of the ESS Coordinating Committee on October 11, 2021, be hereby adopted by Hardin County.

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

Ayes: McClellan, Granzow, and Hoffman

Nays: None

Absent: None

Abstain: none

Whereupon, the Chair of the Board of Supervisors declared said Resolution duly passed and adopted this 10th day of November, 2021.

/s/ BJ Hoffman

BJ Hoffman, Chair

Hardin County Board of Supervisors

Attest:

/s/ Jolene Pieters

Jolene Pieters

Hardin County Auditor

AMENDED AND SUBSTITUTED COUNTY ELECTRONIC SERVICES SYSTEM 28E AGREEMENT

WHEREAS, the Iowa County Recorders Association (hereinafter referred to as “Association”) and the following Counties to wit: Adair, Adams, Allamakee, Appanoose, Audubon, Benton, Black Hawk, Boone, Bremer, Buchanan, Buena Vista, Butler, Calhoun, Carroll, Cass, Cedar, Cerro Gordo, Cherokee, Chickasaw, Clarke, Clay, Clayton, Clinton, Crawford, Dallas, Davis, Decatur, Delaware, Des Moines, Dickinson, Dubuque, Emmet, Fayette, Floyd, Franklin, Fremont, Greene, Grundy, Guthrie, Hancock, Hardin, Harrison, Henry, Howard, Humboldt, Ida, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Kossuth, Lee, Linn, Louisa, Lucas, Lyon, Madison, Mahaska, Marion, Marshall, Mills, Mitchell, Monona, Monroe, Montgomery, Muscatine, O'Brien, Osceola, Page, Palo Alto, Plymouth, Pocahontas, Polk, Pottawattamie, Poweshiek, Ringgold, Sac, Scott, Shelby, Sioux, Story, Tama, Taylor, Union, Van Buren, Wapello, Warren, Washington, Wayne, Webster, Winnebago, Winneshiek, Woodbury, Worth, Wright [See Also Attachment A] entered into the above described County Electronic Services System 28E Agreement; and

WHEREAS, the Electronic Services System was created in 2005 and has implemented electronic recording and electronic transactions in each county and has developed a model statewide land record information system and website to provide electronic access to records and information in the State; and

WHEREAS, the Iowa County Recorders Association and each participating county have been instrumental in creating and expanding the public’s access to public records while at the same

time assuring the creation and development of a system that redacts and protects personally identifiable information efficiently and accurately; and

WHEREAS, the Electronic Services System has efficiently and successfully performed the duties specified in Section 331.604 of the Code of Iowa; and

WHEREAS, the Electronic Services System has successfully fulfilled its fiduciary responsibilities to Iowa citizens and counties by transmitting fees paid by customers to Iowa counties for the public services rendered by the System and by conducting an annual financial audit assuring the integrity and efficiency of the Electronic Services System created and developed by the participating Counties and the Iowa County Recorders Association; and

WHEREAS, 2005 Iowa Acts, chapter 179, section 101 has been amended by the Iowa General Assembly (House File 527, 2021 Iowa Acts) to allow the Electronic Services System to amend the agreement to provide for the ongoing implementation of the county land record information; and

WHEREAS, in accordance with the recent amendments by the Iowa legislature, the parties seek to amend and Substitute the County Electronic Services System 28E Agreement and in the process allow the system to contract directly for services thereby eliminating the financial liability of the Iowa County Recorders Association for the direct contractual actions of the Electronic Services System while at the same time allowing for a representative governance system assuring continued leadership by elected County Recorders across the State; and

NOW THEREFORE, the undersigned counties and the Iowa County Recorders Association hereby Amend and Substitute the aforementioned County Electronic Services System 28E Agreement entirely with this **AMENDED AND SUBSTITUTED COUNTY ELECTRONIC SERVICES SYSTEM 28E AGREEMENT** as follows:

1. **PURPOSE.** This Agreement is an Amended and Substituted Intergovernmental Agreement creating and continuing the Electronic Services System administering the county land records information system, a/k/a Iowa Land Records, and other services. The purpose of the Electronic Services System was to establish a system and the necessary associated infrastructure to enable the recordation of various land records by interested parties in all areas of the State, and to provide reasonable public access to the public to land record information, while assuring that personally identifiable information was redacted in accordance with Iowa Law prior to public access to such records through the system.
2. **STATUS AS LEGAL ENTITY.** The Electronic Services System shall hereafter be constituted as a separate and distinct legal entity formed and established pursuant to chapter 28E of the Iowa Code (2021) governed by the governing board as set forth herein. As so constituted, it shall have the following powers:
 - a. To receive and disburse electronically into bank accounts designated by the Electronic Services System and each County Recorder authorized fees for electronic recording and other services.
 - b. To provide Iowa counties with an Electronic Services System for other services provided through the Office of the County Recorder;
 - c. To provide an Electronic Services System for other public agencies or private organizations.
 - d. To contract with any public or private entity to provide all necessary services.
 - e. To rent, lease or purchase any tangible personal property, real estate or services reasonably necessary to fulfill the purposes of this Agreement;
 - f. To establish a system of accounting and budgeting, and a system for receiving payments;
 - g. To retain legal counsel, accountants and other professional individuals needed in order to fulfill the purposes of this Agreement; and
 - h. To exercise any other power or do any other legal act necessary to discharge its obligations and fulfill the purposes of this Agreement.

- i. Take other routine or ministerial action as needed to provide for the successful operation of the Electronic Services System and/or the county land record information system.
 - j. Establish Policies and Procedures to provide for the governance and operation of the Electronic Services System and a governing board or committee.
 - k. Establish committees and subcommittees as needed to carry out the duties and responsibilities established by the ESS Coordinating Committee (“Committee”).
 - l. To sue, or be sued, acquire and own real or personal property necessary for its corporate purpose.
 - m. Adopt a corporate seal and alter the seal at its pleasure.
 - n. To issue debt as it deems necessary to fulfill its purposes.
 - o. Execute all powers conferred in chapter 28E of the Iowa Code (2021) and as subsequently amended from time to time.
3. **DURATION.** This Agreement shall become effective at such time as the undersigned counties have executed this Agreement in the manner hereinafter provided, and this Agreement is filed and recorded as required by Iowa Code section 28E.8 (2021). Copies of the filed and recorded Agreement shall be provided to the member counties. The operations of ESS shall be perpetual unless terminated in accordance with this Agreement.
4. **GOVERNING BOARD.** The Electronic Services System shall be governed by the committee known as the ESS Coordinating Committee (“Committee”).
- a. **Composition of ESS Coordinating Committee.** Initially the Committee shall consist of 10 members, and the number of members may be adjusted in the manner provided pursuant to paragraph 4(d). The members of the Committee shall be appointed by the Iowa County Recorders Association Executive Board.
 - b. Members of the ESS Coordinating Committee shall consist of eight County Recorders who shall be representative of the Electronic Services System membership as follows:
 - i. One County Recorder shall be appointed from each of the six geographic districts established by the Iowa County Recorders Association.
 - ii. One County Recorder shall be appointed from one of five counties with the highest population based on the most recent official U.S. census.
 - iii. One County Recorder who is a member of the Iowa County Recorders Association Executive Board. To the extent practicable, the County Recorders should be representative of the various indexing and imaging systems utilized throughout Iowa. Deputy Recorders shall be eligible to serve on the ESS Coordinating Committee.
 - c. Members of the Committee may also include representatives of stakeholders and professionals who develop, originate or process official real estate documents. Stakeholder representatives shall comprise no more than six positions on the Committee. These members shall be qualified from one of the following groups:
 - i. A person who is a representative of Iowa financial institutions including banks, credit unions or mortgage companies.
 - ii. A person who is a representative of professionals active in the practice of real estate law.
 - iii. A person who is a representative of professionals in abstracting and land title management.
 - iv. A person who is a representative of information technology professionals who serve Iowa counties.
 - v. A person who is representative of professional realtors or brokers.
 - vi. A person who is representative of professional and licensed land surveyors.
 - vii. Any person who is representative of another profession engaged in the Iowa real estate industry.

A stakeholder representative must actively support and contribute to the success of the Electronic Services System.

- d. Adjustments may be made to the composition of the Committee by resolution approved by at least 75% of the Committee and effective upon ratification by the Iowa County Recordors Association Executive Board. In the event the Iowa County Recordors Association Executive Board does not ratify the change in composition of the Committee within 90 days of adoption of the resolution by the Committee, any such change shall be considered defeated.
- e. **Vacancy.** In the event that a vacancy occurs on the Committee as a result of a resignation or for any other reason, the Iowa County Recordors Association Executive Board shall appoint a replacement from the applicable group described in paragraphs 4(b) and 4(c).

5. VOTING

- a. In the conduct of the Committee's business, each member of the Committee will have one vote, and the majority vote of those members present and voting shall decide such matters, unless a different voting threshold is set forth herein.
- b. Committee members may participate and vote via electronic means including teleconference, web conference, or other electronic mediums, subject to the requirements of Chapter 21 of the Iowa Code.
- c. The Chair, or in the Chair's absence, the Vice Chair of the Committee, may vote and participate in discussion, but shall not make or second a motion.

6. OFFICERS

- a. The officers of the Committee shall be the Chair, the Vice Chair and the Secretary/Treasurer, each of whom shall be elected by vote of the Committee at the annual meeting of the Committee.
- b. The Chair shall preside at all meetings of the Committee. The Chair or the Vice Chair in the absence of the Chair shall sign any instruments which the Committee has authorized to be executed, except in cases where the signing of instruments shall be required by law or protocol to be otherwise signed or executed, or where the resolution of the Committee authorizes the signing of such instrument by another person.
- c. In the absence of the Chair, or in the event of the death, inability to act or refusal to act by the Chair, the Vice Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon that office.
- d. The Secretary shall have responsibility for (i) the taking and preservation of minutes of the proceedings of the Committee, (ii) the giving of all notices in accordance with this Agreement or any Policies and Procedures, or as otherwise directed by the Committee or required by law, (iii) acting as custodian of the records of the ESS and (iv) keeping a current registry of the names and addresses of the members of the governing body of each Participating Community, and of each Participating Community's principal officers and of the Committee representatives and alternates.
- e. The officers of the Committee shall be elected annually by and from the

members of the Committee present at the annual meeting of the Committee. Nominations shall also be accepted from the representatives present at the annual meeting. All nominees, including those offered by a nominating committee, must receive a second in order to be considered a candidate and voted on for office.

- f. Each officer shall hold office until his or her successor has been duly elected. Alternates shall not be eligible to serve as officers. Each of the officers shall be from different participating counties. A vacancy in the office of Chair, Vice-Chair or Secretary shall be filled by the Committee for the unexpired portion of the term.

7. MEETINGS.

- a. Regular meetings shall be held at least quarterly at the place, day and hour set forth in a schedule of regular meetings for the following year that is approved by the Committee by no later than the last meeting in last quarter of each calendar year. A copy of the agenda and all materials to be considered at the meeting shall be mailed or delivered to the members of the Committee, at least two (2) business days prior to the meeting, or as may otherwise be set forth in the Policies and Procedures.
- b. Special meetings of the Committee, for any purpose or purposes not inconsistent with this Agreement, may be called by the Chair, or shall be called by the Chair at the request of any six participating counties. The notice requirements of subsection (a) shall apply to all special meetings.
- c. All meetings of the Committee shall be conducted in compliance with Chapter 21 of the Code or any successor laws, as the same may be amended or supplemented in the future, and in general accordance with Robert's Rules of Order.
- d. The members present at any properly announced meeting shall constitute a quorum. A quorum is required to be present to convene a meeting of the Committee and for the conduct of its business. The Chair shall determine whether a quorum exists, shall cause the names of all members present to be entered into the meeting minutes, and shall call the meeting to order if a quorum exists.

8. **POLICIES AND PROCEDURES.** The Committee may adopt Policies and Procedures relating to the notice and conduct of its meetings and those of any committees or subcommittees it shall establish. Such Policies and Procedures may be adopted, and may be amended or repealed, by a majority vote of the members of the Committee present and voting taken at any regularly scheduled or specially called meeting as described in Section 7, hereof, provided that notice of the impending vote thereon is contained in the meeting notice and agenda of the meeting at which such vote is to be taken.

9. **DUTIES.** The Electronic Services System shall have the following duties.

- a. To execute contracts necessary for implementation of the county land record information system as required by law.
- b. To adopt Policies and Procedures for the county land record information system and other public services.
- c. To maintain the county land record information system and website(s)

- d. To integrate land record information managed by county recorders with land record information from other sources, as practicable
- e. To implement and maintain processes for redacting personally identifiable information contained in electronic documents ~~which~~ that are displayed for public access or transferred to another person
- f. To establish standards for recording, processing and archiving electronic documents and records

10. BUDGET AND ANNUAL REPORT. The ESS Coordinating Committee shall, prior to January 1 of each year, prepare and adopt a budget for the operation of ESS for the next calendar year. The ESS Coordinating Committee shall make a copy of the ESS budget available to each member county. The ESS Coordinating Committee may amend the ESS budget during the fiscal year.

The accounts of ESS shall be audited and verified by a certified public accountant within two hundred seventy (270) days of each calendar year and a copy thereof provided to the Board of Supervisors and County Recorder of each member of the Agreement, the Auditor of the State of Iowa and, upon request, to any other elected official in a county that is a party to this Agreement.

Not later than July 1 of each year, an annual report concerning the operations of ESS and related county activities shall be provided to the Board of Supervisors of each member of the Agreement.

11. FUNDING. ESS shall provide the services referred to in this Agreement to each member county. Funding for the operation of ESS shall be provided through any electronic recording service fee established for these purposes as specified or authorized in the Iowa Code, any payment surcharge or service fee, any service or user fees for other services, and other sources deemed appropriate by the Electronic Services System and its members to be charged for other services or data.

12. ADDITIONAL MEMBERSHIP. Any Iowa county may become party to this Agreement and gain membership in ESS by adoption of this Agreement, as it may have been amended, by motion of its board of supervisors. Membership shall be effective upon filing and recording of the Agreement as required by Iowa Code section 28E.8 (2021), with a copy of the filed and recorded Agreement to be provided to Electronic Services System ESS Coordinating Committee and the new member county.

13. WITHDRAWAL. Any county, by motion of its board of supervisors, if specifically authorized by a session law, signed by the governor, may withdraw from ESS by giving written notice to the ESS Coordinating Committee no later than June 15 preceding the calendar year of withdrawal. Any such withdrawal will become effective no earlier than January 1 following the date notice is given, or the date specified in the notice, whichever is later. Services of ESS shall continue to be provided to the withdrawing county until the date of withdrawal.

14. STANDARDS. Members shall comply with all standards, policies and requirements for the delivery of electronic services adopted by the ESS Coordinating Committee.

15. AMENDMENTS. This Agreement may be amended by motion of the ESS Coordinating Committee which must be approved by at least 75% of the Committee. The passed amendment shall then be submitted to the individual member counties. A separate explanation of the reasons for the amendment shall be included in the transmission of the proposed amendment to the individual member counties. Each county desiring to vote upon the amendment shall do so by motion and return to ESS Coordinating Committee a certified copy of the motion indicating the county's vote on any such amendment within sixty (60) days of the date that the county receives a copy of the proposed amendment. Any county not voting upon the amendment within this time shall be considered to have

approved the amendment. If the amendment receives a majority of the votes of all County members, it shall become effective ten (10) days following the date the vote is tabulated. Amendments shall be filed and recorded as required by Iowa Code section 28E.8 (2021).

- 16. NON-LIABILITY.** ESS is a public agency. The ESS Coordinating Committee and individual counties shall not be liable for any acts, deeds, resolutions or other actions of ESS. Each individual county, and its assets and taxing authority may not be reached, attached or executed upon by any creditor or claimant of ESS. The ESS Coordinating Committee and its assets may not be reached, attached or executed upon by any creditor or claimant of ESS.
- 17. THIRD PARTY BENEFIT.** Neither the provisions of this Agreement nor the provisions of any agreement that ESS may have with any public or private agency shall inure to the benefit of any other third party or any individual resident or taxpayer of any county and neither this Agreement nor any agreement that ESS may have with any public or private agency may be the basis of a claim or cause of action on behalf of any other third party or any individual resident or taxpayer of any county.
- 18. TERMINATION.** If specifically authorized by a session law, signed by the governor, this Agreement may be terminated by motion of the ESS Coordinating Committee which must be approved by at least 75% of the Committee which shall then be submitted for consideration by the individual member counties. A separate explanation of the reasons for the termination shall be included in the transmission of the proposal to the individual member counties. Each county desiring to vote upon the termination shall do so by motion and return to ESS Coordinating Committee a certified copy of the motion indicating the county's vote on any such amendment within sixty (60) days of the date that the county receives a copy of the proposed termination. Any county not voting upon the termination within this time shall be considered to have approved the termination. If the termination receives a majority of the votes of all County members, it shall become effective one hundred and eighty (180) days following the date the vote is tabulated. The termination shall be filed and recorded as required by Iowa Code Chapter 28E (2021).
- 19. DISPOSITION OF ASSETS.** The assets of ESS have been supported by annual payments made by each county for the maintenance of integrations with individual county land records management systems. In the event this Agreement is terminated and ESS is abolished, all property of ESS shall be liquidated and distributed equally among the participating counties, or as otherwise directed by applicable Iowa Law, after payment of all just debts, obligations and liabilities of ESS.
- 20. SEVERABILITY.** If any portion of this Agreement or the application of this Agreement to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications, and to this end, the provisions of this Agreement are declared to be severable.

Attachment A – ESS Membership

County	Date	Book	Page	Reference No.
Adair	9/15/05	535	14	2005-1670
Adams	8/30/05	101	704	2005 658
Allamakee	9/7/05	2005	2290	2290
Appanoose	10/3/05	2005	2258	2005 2258
Audubon	9/6/05			05-1112
Benton	1/20/06	6	348	06-0348
Black Hawk	9/1/05			200600005959
Boone	9/6/05	2005	5309	055039
Bremer	8/31/05	2005	4097	20054097
Buchanan	12/5/05			2005R004417
Buena Vista	9/7/05	05	3001	53001
Butler	10/20/05	2005	4484	2005-4484
Calhoun	9/7/05	2005	1545	2005-1545
Carroll	10/7/05	2005	3416	3416
Cass	8/31/05	2005	1987	2005 1987
Cedar	8/29/05	749	64	3601
Cerro Gordo	9/7/05	2005	8138	2005_8138
Cherokee	9/7/05	2005	1803	2005 1803
Chickasaw	9/16/05			2005-2036
Clarke	12/21/05	96	442	052320
Clay	9/30/05	2005	3349	3349
Clayton	8/31/05	1	256	2005R03087
Clinton	9/12/05			2005-07742
Crawford	9/6/05			2005-2368
Dallas	9/15/05	2005	15390	15390
Davis	9/12/05	124	46	2005-1246
Decatur	8/30/05	2005	1475	2005-1475
Delaware	9/7/05	2005	3194	3194
Des Moines	9/8/05	2005	005449	2005-005449
Dickinson	9/21/05	24	341	05-06610
Dubuque	9/14/05			2005-00014977
Emmet	9/6/05	2005	1770	2005-01770
Fayette	9/6/05	2005	2904	2904
Floyd	10/11/05	2005	2623	2623
Franklin	9/12/05			20052181
Fremont	8/30/05	2005	1544	20051544
Greene	9/12/05	25	903	2005-1816
Grundy	9/8/05	2005	2461	2005-2461
Guthrie	9/14/05	2005	2761	2005-2761
Hancock	9/7/05			05-1942
Hardin	8/31/05	2005	3056	3056
Harrison	9/8/05	2005	2970	2970
Henry	9/1/05	2005	2514	2514
Howard	9/6/05	23	173	407
Humboldt	8/30/05	05	1923	51923
Ida	9/1/05	5A	85	05 1167
Iowa	9/23/05	755	91	1145
Jackson	9/7/05	2005	3622	05-3622
Jasper	9/22/05	5	7860	200500007860
Jefferson	9/6/05	2005	2195	2005-2195
Johnson	9/15/05	3940	316	

Jones	8/30/05			2005 3077
Keokuk	8/30/05			2005 1650
Kossuth	9/23/05	2005	3426	3426
Lee	9/6/05	05N	2658	2658
Linn	9/29/05	6133	379	
Louisa	9/13/05	644	175	0459
Lucas	9/14/05	A14	965	050443
Lyon	9/16/05	2005	2354	2354
Madison	1/4/06	2006	54	54
Mahaska	9/14/05	2005	3533	3533
Marion	10/3/05	2005	6122	05-6122
Marshall	9/6/05			200500006378
Mills	9/7/05	353	569	3431
Mitchell	9/6/05	2005	1665	1665
Monona	8/30/05	41	200	05-1558
Monroe	9/8/05	2005	1491	1491
Montgomery	9/29/05	288	676	649
Muscatine	8/31/05	2005	06612	2005-06612
O'Brien	9/12/05			2005-2266
Osceola	9/15/05	2005	1382	20051382
Page	9/6/05	2005	2264	20052264
Palo Alto	8/30/05	2005	1784	1784
Plymouth	9/13/05	2005	4417	4417
Pocahontas	8/30/05	159	173	1173
Polk	4/5/06	11595	65	200600093755
Pottawattamie	9/21/05	106	5949	
Poweshiek	10/3/05	0761	0426	3628
Ringgold	8/30/05	310	443	1204
Sac	9/13/05			052048
Scott	9/9/05			200500030241
Shelby	9/6/05			2413-05
Sioux	8/30/05	2005	4913	2005-04913
Story	9/8/05			11251
Tama	9/6/05	41	60	2005-0871
Taylor	10/6/05	97	621	450
Union	9/28/05	831	39	2487
Van Buren	10/3/05	38	837	1300
Wapello	9/16/05	2005	5163	5163
Warren	9/7/05	2005	9880	2005-9880
Washington	8/31/05	2005	3808	2005-3808
Wayne	9/8/05	26	262	05-1802
Webster	8/30/05	2005	5280	5280
Winnebago	8/30/05	2005	1598	05-1598
Winneshiek	9/29/05	2005	4058	4058
Woodbury	10/20/05	679	7101	6637
Worth	8/29/05	2005	2060	20052060
Wright	9/13/05	T	2563	2348

THE EXECUTION OF THIS AGREEMENT BY EACH UNDERSIGNED COUNTY SHALL CONSTITUTE ADOPTION OF THIS AGREEMENT. FOR EACH UNDERSIGNED COUNTY, SUCH EXECUTION SHALL BE PURSUANT TO AUTHORITY GRANTED BY MOTION OF THE BOARD OF SUPERVISORS.

28E AGREEMENT
ELECTRONIC SERVICES SYSTEM

/s/ Deborah Kupka
Deb Kupka
Chair, Electronic Services System

Date October 11, 2021

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Deb Kupka, being first duly sworn on oath depose and state that I am the Chair of the ESS Coordinating Committee, and that I executed the foregoing instrument as the Chair of the ESS Coordinating Committee and that the statements contained therein are true.

/s/ Deborah Kupka
Deb Kupka, Chair, ESS Coordinating Committee

Subscribed and sworn to before me this 11th day of October, 2021.

/s/ Angie Princehouse
Notary Public in the State of Iowa
Name of Notary Angie Princehouse

(SEAL)

28E AGREEMENT
ELECTRONIC SERVICES SYSTEM

Hardin County, Iowa

By: BJ Hoffman

Date November 10, 2021

Hardin
Chairperson /s/ BJ Hoffman County Board of Supervisors

(SEAL)

ATTEST:

/s/ Jolene Pieters
County Auditor

STATE OF IOWA)
) ss
COUNTY OF HARDIN)

On this 10th day of November, 2021, before me, the undersigned, a Notary Public in and for said County and State, personally appeared BJ Hoffman and Jolene Pieters, to me personally known, who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and Auditor, respectively, of Hardin County, Iowa; that this instrument was signed and sealed on behalf of said county by authority of its Board of Supervisors; and that the said BJ Hoffman and Jolene Pieters as such officers acknowledged the execution of the said instrument to be the voluntary act and deed of Hardin County by it and by them voluntarily executed.

/s/ Angela J. Silvey
Notary Public in and for the State of Iowa
Name of Notary Angela J. Silvey

(SEAL)

* * * * *

Granzow moved, McClellan seconded to approve Applications for Family Farm Tax Credit from Marcia J. Enslin, James D. and Patricia A. Hill, Marie K. Rameyer, and Joshua D.H. Tucker. A Family Farm Tax Credit for Lois Tidman was disallowed. Motion carried.

McClellan moved, Granzow seconded to approve the hiring of Josh Benson, Motor Grader Operator, at a rate of \$21.50/hour, effective 11/22/2021. Benson is eligible for a \$0.25/hour raise after a six-month probationary period. Motion carried.

Other Business: None.

McClellan moved, Granzow seconded to adjourn. Motion carried.

BJ Hoffman, Chair
Board of Supervisors

Jolene Pieters
Hardin County Auditor

HARDIN COUNTY BOARD OF SUPERVISORS
MINUTES – NOVEMBER 10, 2021
WEDNESDAY - 12:00 P.M.
EMERGENCY OPERATIONS CENTER

The Board met for a department head meeting. Present: Supervisors BJ Hoffman, Reneé McClellan, and Lance Granzow; and Michael Pearce, Matt Jones, Jessica Sheridan, Wes Wiese, Dave McDaniel, Taylor Roll, Jody Mesch, Connie Mesch, Lori Kadner, Thomas Craighton, and Jolene Pieters.

Hoffman provided an update on legalities regarding the employer COVID-19 vaccine mandate. County employees will be granted exemption from the mandate due to religious or medical reasons and should submit a statement for their personnel file. [Statements placed in the personnel file will not be checked or verified by County staff, in accordance with HIPAA.*]

Hoffman noted that the City of Eldora will instruct employees where to park this winter to facilitate snow removal from around the Courthouse square.

According to Hoffman, the County will be using its American Rescue Plan Act funds to cover pandemic-related lost revenue as well as to provide bonuses for frontline workers. [After consulting with attorney Mike Galloway, it was determined funds will not be used for bonuses.*]

Discussion was held on the status of a budget amendment for Economic Development. Amendments for other departments should be submitted to Auditor Jolene Pieters as soon as possible. Timeline for remaining appropriations for FY 2021/2022 was also discussed.

Budget planning workshops for FY 2022/2023 will begin after December 1, 2021. Hoffman acknowledged November's COLA number, expected at 5 to 6%, will play a role in determining salary increases. As for health insurance, finalized rates will not be available until January 2022, but IGHCP is estimating a 5% increase.

Hoffman recommended that security be informed if any Courthouse employee carries a firearm. Discussion was held on a policy which prohibits employees from carrying guns in County vehicles.

Other Business:

Michael Pearce and Matt Jones advised computer security awareness training will be returning.

Discussion circled back to vaccine mandates and requesting exemptions.

An employee breakfast was scheduled for December 7, 2021, at 7:30 a.m., with a department head meeting to follow.

The meeting adjourned at 12:33 p.m.

BJ Hoffman, Chair
Board of Supervisors

Jolene Pieters
Hardin County Auditor

* Clarifications to minutes requested 12/01/2021 by Board Chair.

HARDIN COUNTY BOARD OF SUPERVISORS
MINUTES – DECEMBER 1, 2021
WEDNESDAY - 9:00 A.M.
COURTHOUSE LARGE CONFERENCE ROOM

Chair BJ Hoffman called the meeting to order. Also present were Supervisors René McClellan and Lance Granzow; and Michael Pearce, Jolene Pieters, Taylor Roll, Dave McDaniel, Machel Eichmeier, and Angela Silvey. Attending via Zoom: Pauline Lloyd, Curt Groen, Julie Duhn, Kristi Swalve, Matt Rezab, Elaine Loring, Tifani Eisentrager, Lisa Lawler, and Mark Buschkamp.

The Pledge of Allegiance was recited.

McClellan moved, Granzow seconded to approve the minutes of October 12, 2021; October 13, 2021; and November 24, 2021. The minutes of November 10, 2021 will require a clarification. Motion carried.

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

McClellan moved, Granzow seconded to approve the December 1, 2021 claims for payment. Motion carried.

Utility Permits: None.

Secondary Roads:

County Engineer Taylor Roll reported on a motor grader purchase and federal infrastructure dollars coming to counties for bridges.

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

RESOLUTION NO. 2021-49

APPROPRIATIONS RESOLUTION
2021/2022 FISCAL YEAR

WHEREAS, it is desired to make appropriations for each of the different offices and departments for the fiscal year beginning July 1, 2021, 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 December 1, 2021.

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 2021/2022 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 2021/2022 budget year.

Section 6. All appropriations authorized pursuant to this resolution lapse at the close of business June 30, 2022.

The appropriations schedule is as follows:

OFFICE OR DEPARTMENT	PREVIOUS APPROPRIATION AMOUNT	TO DATE APPROPRIATION AMOUNT
Board of Supervisors	\$ 984,268.50	\$ 1,312,358.00
Auditor	\$ 355,153.50	\$ 473,538.00
Treasurer	\$ 390,553.50	\$ 520,738.00
Attorney	\$ 318,231.00	\$ 424,308.00
Sheriff	\$ 3,591,456.75	\$ 4,788,609.00
Recorder	\$ 162,323.25	\$ 216,431.00
Information Technology/GIS	\$ 454,387.50	\$ 605,850.00
Economic Development	\$ 109,557.00	\$ 146,076.00
County Engineer	\$ 5,918,250.00	\$ 7,891,000.00
Veterans' Affairs	\$ 59,023.50	\$ 78,698.00
Conservation Board	\$ 608,894.25	\$ 811,859.00
IRVM	\$ 240,000.00	\$ 320,000.00
SUBTOTAL	\$13,132,098.75	\$17,589,465.00
Non-County Funds/Commissions		
**Assessor	\$ 576,176.00	\$ 576,176.00
**E911	\$ 451,750.00	\$ 451,750.00
**Emergency Management	\$ 193,834.00	\$ 193,834.00
TOTAL	\$ 1,221,760.00	\$ 1,221,760.00

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

AYES: Granzow, McClellan, and Hoffman

NAYS: None

ABSENT: None

ABSTAIN: None

Whereupon, the Chair of the Board of Supervisors declared said Resolution duly passed And adopted this 1st day of December, 2021.

/s/ BJ Hoffman

BJ Hoffman, Chairman

Hardin County Board of Supervisors

ATTEST:

/s/ Jolene Pieters

Jolene Pieters

Hardin County Auditor

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

RESOLUTION NO. 2021-50

RESOLUTION FOR CERTIFYING UTILITY, GAS AND ELECTRIC
2022/2023 FISCAL YEAR

BE IT RESOLVED BY THE BOARD OF SUPERVISORS of Hardin County, in accordance with Iowa Code §433.9, §434.22, §437.10 and §438.15 that is hereby ordered that the lengths of the mileage of the several railroads, telephone, telegraph, electric and gas companies in Hardin County and the assessed value and taxable value thereof, be fixed according to the following schedule and the County Auditor is hereby ordered to spread the same upon the tax books of said County for the year 2021, payable in the fiscal year 2022/2023.

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

AYES: McClellan, Granzow, and Hoffman
 NAYS: None
 ABSENT: None
 ABSTAIN: None

Whereupon, the Chair of the Board of Supervisors declared said Resolution duly passed And adopted this 1st day of December, 2021.

/s/ BJ Hoffman
 BJ Hoffman, Chairman
 Hardin County Board of Supervisors

ATTEST:

/s/ Jolene Pieters
 Jolene Pieters
 Hardin County Auditor



Hardin County

Utilities Edit
 Tax Year 2021

Parcel Number	Name	Property Class	Sub Class	Miles	Assessed	Taxable	Taxes
01000 - ETNA TWP AGWSR SCH							
1093	MCI/Verizon	UT - Utility		4.1220	9,409	16,433	0
1117	QWEST Corporation	UT - Utility		61.3100	276,714	447,201	0
1185	Aureon	PHN - PHONE		3.3500	37,871	37,871	0
1257	Zayo Group	PHN - PHONE		4.1200	12,082	12,082	0
2031	Chicago Central & Pacific	RR - Railroad		4.1600	948,432	948,432	0
2050	Iowa River Railroad	RR - Railroad		6.5000	458,545	458,545	0
8007	Nustar Ammonia Pipeline	UT - Utility		0.0000	157,971	157,971	0
8015	Northern Natural Gas Company	UT - Utility		0.0000	208,675	208,675	0
8020	Northern Border Pipeline Co	UT - Utility		0.0000	4,090,876	4,090,876	0
01000 Total: (Rate 0.000000)				83.5620	6,200,575	6,378,086	0
02000 - ETNA TWP I.F. SCH							
1117	QWEST Corporation	UT - Utility		13.8500	62,510	62,510	0
1251	MCC Telephony of Iowa-...	UT - Utility		7.9600	0	3,934	0
8007	Nustar Ammonia Pipeline	UT - Utility		0.0000	31,132	31,132	0
8015	Northern Natural Gas Company	UT - Utility		0.0000	48,210	48,210	0
02000 Total: (Rate 0.000000)				21.8100	141,852	145,786	0
05000 - HARDIN TWP I.F. SCH							
1004	AT&T Communications	UT - Utility		6.0400	25,771	44,908	0
1074	Hubbard Coop Telephone...	UT - Utility		3.5000	1,325	3,507	0
1093	MCI/Verizon	UT - Utility		6.5410	14,930	14,930	0
1117	QWEST Corporation	UT - Utility		101.7200	459,099	459,099	0
1185	Aureon	PHN - PHONE		7.2200	81,620	81,620	0
1195	McLeod Network Services, Inc	UT - Utility		9.0600	17,011	12,741	0
1209	Centurylink Communications, LLC	UT - Utility		8.0500	20,047	35,802	0
1210	Level 3 Communications	UT - Utility		12.5800	28,835	42,617	0
1251	MCC Telephony of Iowa-...	UT - Utility		30.0200	0	0	0
1257	Zayo Group	PHN - PHONE		7.0700	20,732	20,732	0
2016	Union Pacific Railroad Co	RR - Railroad		5.7300	6,892,188	6,892,188	0
2031	Chicago Central & Pacific	RR - Railroad		7.8400	1,787,429	1,787,429	0
8007	Nustar Ammonia Pipeline	UT - Utility		0.0000	13,172	13,172	0
8015	Northern Natural Gas Company	UT - Utility		0.0000	345,734	345,734	0
05000 Total: (Rate 0.000000)				205.3710	9,707,893	9,754,479	0
06000 - HARDIN TWP AGWSR SCH							
1093	MCI/Verizon	UT - Utility		0.5570	1,271	1,271	0
1117	QWEST Corporation	UT - Utility		2.0000	9,027	9,027	0
1257	Zayo Group	PHN - PHONE		0.0200	59	59	0
8007	Nustar Ammonia Pipeline	UT - Utility		0.0000	18,919	18,919	0
06000 Total: (Rate 0.000000)				2.5770	29,276	29,276	0

09000 - ALDEN TWP ALDEN SCH							
Parcel Number	Name	Property Class	Sub Class	Miles	Assessed	Taxable	Taxes
1059	Windstream Iowa...	UT - Utility		90.6200	0	280,256	0
1093	MCI/Verizon	UT - Utility		15.5950	35,602	35,602	0
1117	QWEST Corporation	UT - Utility		28.5900	129,037	129,037	0
1195	McLeod Network Services, Inc	UT - Utility		3.2100	6,026	6,026	0
1209	Centurylink Communications, LLC	UT - Utility		1.2000	2,989	2,989	0
1210	Level 3 Communications	UT - Utility		8.5900	19,690	19,690	0
1257	Zayo Group	PHN - PHONE		8.6000	25,218	25,218	0
2016	Union Pacific Railroad Co	RR - Railroad		3.3400	4,017,436	4,017,436	0
2031	Chicago Central & Pacific	RR - Railroad		8.6000	1,960,701	1,960,701	0
8015	Northern Natural Gas Company	UT - Utility		0.0000	246,524	246,524	0

Parcel Number	Name	Property Class	Sub Class	Miles	Assessed	Taxable	Taxes
09000 - ALDEN TWP ALDEN SCH Continued							
8017	Magellan Pipeline Company, LP	UT - Utility		0.0000	393,112	393,112	0
8018	Koch Pipeline Company, LP	UT - Utility		0.0000	252,927	252,927	0
				09000 Total: (Rate 0.000000)	168.3450	7,089,262	7,369,518

12000 - BUCKEYE TWP ALDEN SCH							
Parcel Number	Name	Property Class	Sub Class	Miles	Assessed	Taxable	Taxes
1059	Windstream Iowa...	UT - Utility		10.9000	0	0	0
1093	MCI/Verizon	UT - Utility		1.6730	3,819	3,819	0
1117	QWEST Corporation	UT - Utility		10.7000	48,293	48,293	0
1185	Aureon	PHN - PHONE		9.2600	104,683	104,683	0
1209	Centurylink Communications, LLC	UT - Utility		2.6300	6,550	6,550	0
1210	Level 3 Communications	UT - Utility		7.1500	16,389	16,389	0
2016	Union Pacific Railroad Co	RR - Railroad		2.7000	3,247,628	3,247,628	0
8017	Magellan Pipeline Company, LP	UT - Utility		0.0000	105,805	105,805	0
8018	Koch Pipeline Company, LP	UT - Utility		0.0000	70,118	70,118	0
				12000 Total: (Rate 0.000000)	45.0130	3,603,285	3,603,285

13000 - BUCKEYE TWP HUB RAD SCH							
Parcel Number	Name	Property Class	Sub Class	Miles	Assessed	Taxable	Taxes
1059	Windstream Iowa...	UT - Utility		1.0800	0	0	0
1093	MCI/Verizon	UT - Utility		0.3900	890	890	0
1117	QWEST Corporation	UT - Utility		4.2000	18,956	18,956	0
1132	Radcliffe Telephone Co, Inc	UT - Utility		11.5000	6,705	11,666	0
1209	Centurylink Communications, LLC	UT - Utility		2.2500	5,604	5,604	0
1210	Level 3 Communications	UT - Utility		4.7500	10,888	10,888	0
2016	Union Pacific Railroad Co	RR - Railroad		2.0000	2,405,650	2,405,650	0
8017	Magellan Pipeline Company, LP	UT - Utility		0.0000	23,932	23,932	0
8018	Koch Pipeline Company, LP	UT - Utility		0.0000	15,860	15,860	0
				13000 Total: (Rate 0.000000)	26.1700	2,488,485	2,493,446

16000 - ELLIS TWP I.F. SCH I.F. FIRE							
Parcel Number	Name	Property Class	Sub Class	Miles	Assessed	Taxable	Taxes
1004	AT&T Communications	UT - Utility		3.0100	12,843	12,843	0
1070	Heart of Iowa Communications...	UT - Utility		1.6100	0	3,615	0
1117	QWEST Corporation	UT - Utility		17.1600	77,449	77,449	0
1185	Aureon	PHN - PHONE		2.4100	27,244	27,244	0
1195	McLeod Network Services, Inc	UT - Utility		2.5500	4,787	4,787	0
1210	Level 3 Communications	UT - Utility		0.9700	2,223	2,223	0
8015	Northern Natural Gas Company	UT - Utility		0.0000	113,540	113,540	0
				16000 Total: (Rate 0.000000)	27.7100	238,086	241,701

16100 - ELLIS TWP I.F. SCH BUCKEYE FIRE							
Parcel Number	Name	Property Class	Sub Class	Miles	Assessed	Taxable	Taxes
1059	Windstream Iowa...	UT - Utility		9.2400	0	0	0
1074	Hubbard Coop Telephone...	UT - Utility		4.0000	1,514	1,514	0
1117	QWEST Corporation	UT - Utility		10.7700	48,609	48,609	0
1209	Centurylink Communications, LLC	UT - Utility		1.1500	2,864	2,864	0
1210	Level 3 Communications	UT - Utility		1.2200	2,796	2,796	0
2016	Union Pacific Railroad Co	RR - Railroad		0.9600	1,154,712	1,154,712	0
				16100 Total: (Rate 1202825.174800)	27.3400	1,210,495	1,210,495

17000 - ELLIS TWP ENP SCH BUCKEYE FIRE							
Parcel Number	Name	Property Class	Sub Class	Miles	Assessed	Taxable	Taxes
1070	Heart of Iowa Communications...	UT - Utility		5.1500	0	0	0
				17000 Total: (Rate 0.000000)	5.1500	0	0

18000 - ELLIS TWP HUB RAD SCH BUCKEYE FIRE							
Parcel Number	Name	Property Class	Sub Class	Miles	Assessed	Taxable	Taxes
1004	AT&T Communications	UT - Utility		2.4400	10,411	10,411	0
1059	Windstream Iowa...	UT - Utility		4.4000	0	0	0
1070	Heart of Iowa Communications...	UT - Utility		1.5200	0	0	0
1074	Hubbard Coop Telephone...	UT - Utility		4.4000	1,665	1,665	0
1117	QWEST Corporation	UT - Utility		2.9500	13,314	13,314	0
				18000 Total: (Rate 4513.355800)	15.7100	25,390	25,390

18200 - ELLIS TWP HUB RAD SCH I.F. FIRE							
Parcel Number	Name	Property Class	Sub Class	Miles	Assessed	Taxable	Taxes
1070	Heart of Iowa Communications...	UT - Utility		0.0000	0	0	0
				18200 Total: (Rate 0.000000)	0.0000	0	0

Parcel Number	Name	Property Class	Sub Class	Miles	Assessed	Taxable	Taxes
19000 - JACKSON TWP I.F. SCH I.F. FIRE							
1004	AT&T Communications	UT - Utility		2.8010	11,951	11,951	0
1070	Heart of Iowa Communications...	UT - Utility		2.5700	0	0	0
1117	QWEST Corporation	UT - Utility		2.4400	11,013	11,013	0
1195	McLeod Network Services, Inc	UT - Utility		2.7400	5,144	5,144	0
8015	Northern Natural Gas Company	UT - Utility		0.0000	208,991	208,991	0
				19000 Total: (Rate 0.000000)	10.5510	237,099	237,099

20000 - JACKSON TWP AGWSR SCH S.R. FIRE							
Parcel Number	Name	Property Class	Sub Class	Miles	Assessed	Taxable	Taxes
1070	Heart of Iowa Communications...	UT - Utility		13.7900	0	0	0
1117	QWEST Corporation	UT - Utility		2.9100	13,134	13,134	0
1256	IMON Communications	UT - Utility		2.3700	2,546	3,212	0
				20000 Total: (Rate 1074.300800)	19.0700	15,680	16,346

20100 - JACKSON TWP AGWSR SCH ELDORA FIRE							
Parcel Number	Name	Property Class	Sub Class	Miles	Assessed	Taxable	Taxes
1070	Heart of Iowa Communications...	UT - Utility		0.0000	0	0	0
				20100 Total: (Rate 0.000000)	0.0000	0	0

21000 - JACKSON TWP ENP SCH ELDORA FIRE								
1070	Heart of Iowa Communications...	UT - Utility		15.9400	0	0	0	
1195	McLeod Network Services, Inc	UT - Utility		7.4400	13,968	13,968	0	
1256	IMON Communications	UT - Utility		2.7100	2,911	2,911	0	
8015	Northern Natural Gas Company	UT - Utility		0.0000	142,398	142,398	0	
				21000 Total: (Rate 0.000000)	26.0900	159,277	159,277	0
21100 - JACKSON TWP ENP SCH I.F. FIRE								
1070	Heart of Iowa Communications...	UT - Utility		5.0000	0	0	0	
1117	QWEST Corporation	UT - Utility		10.5600	47,661	47,661	0	
1195	McLeod Network Services, Inc	UT - Utility		0.0000	0	0	0	
				21100 Total: (Rate 1877.402100)	15.5600	47,661	47,661	0
21200 - JACKSON TWP ENP SCH S.R. FIRE								
1070	Heart of Iowa Communications...	UT - Utility		13.2000	0	0	0	
1117	QWEST Corporation	UT - Utility		2.2000	9,929	9,929	0	
				21200 Total: (Rate 4513.355800)	15.4000	9,929	9,929	0
24000 - CLAY TWP AGWSR SCH								
1059	Windstream Iowa...	UT - Utility		13.8800	0	0	0	
1070	Heart of Iowa Communications...	UT - Utility		67.9200	0	0	0	
1117	QWEST Corporation	UT - Utility		10.6200	47,932	47,932	0	
1256	IMON Communications	UT - Utility		7.0000	7,520	7,520	0	
1259	Heart of Iowa Ventures, LLC	PHN - PHONE		0.0400	75	75	0	
2050	Iowa River Railroad	RR - Railroad		4.5000	317,455	317,455	0	
8007	Nustar Ammonia Pipeline	UT - Utility		0.0000	159,491	159,491	0	
8020	Northern Border Pipeline Co	UT - Utility		0.0000	1,084,564	1,084,564	0	
				24000 Total: (Rate 0.000000)	103.9600	1,617,037	1,617,037	0
25000 - CLAY TWP ENP SCH								
1059	Windstream Iowa...	UT - Utility		1.9300	0	0	0	
1070	Heart of Iowa Communications...	UT - Utility		5.2500	0	0	0	
1256	IMON Communications	UT - Utility		0.6400	688	688	0	
				25000 Total: (Rate 1074.300800)	7.8200	688	688	0
30000 - ELDORA TWP ENP SCH								
1059	Windstream Iowa...	UT - Utility		6.0100	0	0	0	
1070	Heart of Iowa Communications...	UT - Utility		48.3100	0	0	0	
1117	QWEST Corporation	UT - Utility		3.9200	17,692	17,692	0	
1195	McLeod Network Services, Inc	UT - Utility		6.2800	11,790	11,790	0	
1251	MCC Telephony of Iowa...	UT - Utility		14.6800	0	0	0	
1256	IMON Communications	UT - Utility		0.8500	913	913	0	
8007	Nustar Ammonia Pipeline	UT - Utility		0.0000	274,395	274,395	0	
8015	Northern Natural Gas Company	UT - Utility		0.0000	1,888,732	1,888,732	0	
				30000 Total: (Rate 0.000000)	80.0500	2,193,522	2,193,522	0
31000 - ELDORA TWP AGWSR SCH								
1070	Heart of Iowa Communications...	UT - Utility		2.8600	0	0	0	
Parcel Number Name Property Class Sub Class Miles Assessed Taxable Taxes								
31000 - ELDORA TWP AGWSR SCH Continued								
1195	McLeod Network Services, Inc	UT - Utility		3.0500	5,726	5,726	0	
8007	Nustar Ammonia Pipeline	UT - Utility		0.0000	26,582	26,582	0	
				31000 Total: (Rate 0.000000)	5.9100	32,308	32,308	0
32000 - ELDORA TWP BCLUW SCH								
1070	Heart of Iowa Communications...	UT - Utility		4.9300	0	0	0	
				32000 Total: (Rate 0.000000)	4.9300	0	0	0
33000 - PLEASANT TWP ENP SCH ELDORA FD								
1070	Heart of Iowa Communications...	UT - Utility		70.1400	0	0	0	
1074	Hubbard Coop Telephone...	UT - Utility		0.3000	114	114	0	
1117	QWEST Corporation	UT - Utility		3.1400	14,172	14,172	0	
1195	McLeod Network Services, Inc	UT - Utility		1.5300	2,872	2,872	0	
1256	IMON Communications	UT - Utility		6.5100	6,994	6,994	0	
8015	Northern Natural Gas Company	UT - Utility		0.0000	4,030,049	4,030,049	0	
				33000 Total: (Rate 0.000000)	81.6200	4,054,201	4,054,201	0
33500 - PLEASANT TWP ENP SCH NP FD								
1070	Heart of Iowa Communications...	UT - Utility		0.2900	0	0	0	
				33500 Total: (Rate 0.000000)	0.2900	0	0	0
34000 - PLEASANT TWP HR SCH ELDORA FD								
1070	Heart of Iowa Communications...	UT - Utility		0.5800	0	0	0	
1117	QWEST Corporation	UT - Utility		0.4200	1,896	1,896	0	
8015	Northern Natural Gas Company	UT - Utility		0.0000	137,329	137,329	0	
				34000 Total: (Rate 0.000000)	1.0000	139,225	139,225	0
35000 - TIPTON TWP HUB RAD SCH								
1004	AT&T Communications	UT - Utility		5.3780	22,946	22,946	0	
1070	Heart of Iowa Communications...	UT - Utility		9.5700	0	0	0	
1074	Hubbard Coop Telephone...	UT - Utility		44.9000	16,993	16,993	0	
1117	QWEST Corporation	UT - Utility		4.4800	20,220	20,220	0	
1132	Radcliffe Telephone Co, Inc	UT - Utility		3.0000	1,749	1,749	0	
1256	IMON Communications	UT - Utility		8.5400	9,174	9,174	0	
8015	Northern Natural Gas Company	UT - Utility		0.0000	552,115	552,115	0	
				35000 Total: (Rate 0.000000)	75.8680	623,197	623,197	0

Parcel Number	Name	Property Class	Sub Class	Miles	Assessed	Taxable	Taxes	
39000 - SHERMAN TWP HUB RAD SCH								
1004	AT&T Communications	UT - Utility		2.2000	9,387	9,387	0	
1059	Windstream Iowa...	UT - Utility		0.8700	0	0	0	
1070	Heart of Iowa Communications...	UT - Utility		4.0600	0	0	0	
1074	Hubbard Coop Telephone...	UT - Utility		10.4000	3,936	3,936	0	
1117	QWEST Corporation	UT - Utility		19.4000	87,559	87,559	0	
1132	Radcliffe Telephone Co, Inc	UT - Utility		42.8800	25,002	25,002	0	
1209	Centurylink Communications, LLC	UT - Utility		6.0100	14,968	14,968	0	
1210	Level 3 Communications	UT - Utility		12.6500	28,996	28,996	0	
1256	IMON Communications	UT - Utility		5.9200	6,360	6,360	0	
2016	Union Pacific Railroad Co	RR - Railroad		6.3100	7,589,827	7,589,827	0	
8015	Northern Natural Gas Company	UT - Utility		0.0000	112,189	112,189	0	
				39000 Total: (Rate 0.000000)	110.7000	7,878,224	7,878,224	0
42000 - CONCORD TWP HUB RAD SCH								
1004	AT&T Communications	UT - Utility		7.5600	32,254	32,254	0	
1044	Ellsworth Coop Tele Assn	UT - Utility		32.0500	27,085	41,869	0	
1059	Windstream Iowa...	UT - Utility		0.3900	0	0	0	
1074	Hubbard Coop Telephone...	UT - Utility		4.9000	1,854	1,854	0	
1117	QWEST Corporation	UT - Utility		14.0000	63,187	63,187	0	
1132	Radcliffe Telephone Co, Inc	UT - Utility		20.5000	11,953	11,953	0	
1209	Centurylink Communications, LLC	UT - Utility		6.0100	14,968	14,968	0	
1210	Level 3 Communications	UT - Utility		11.8100	27,071	27,071	0	
2016	Union Pacific Railroad Co	RR - Railroad		5.4800	6,591,482	6,591,482	0	
8015	Northern Natural Gas Company	UT - Utility		0.0000	1,757,062	1,757,062	0	
				42000 Total: (Rate 0.000000)	102.7000	8,526,916	8,541,700	0
44000 - CONCORD TWP ROLAND SCH								
1044	Ellsworth Coop Tele Assn	UT - Utility		0.4800	406	406	0	
1059	Windstream Iowa...	UT - Utility		0.1200	0	0	0	
8015	Northern Natural Gas Company	UT - Utility		0.0000	135,363	135,363	0	
				44000 Total: (Rate 0.000000)	0.6000	135,769	135,769	0
45000 - CONCORD TWP NESCO SCH								
1044	Ellsworth Coop Tele Assn	UT - Utility		1.9800	1,673	1,673	0	
1059	Windstream Iowa...	UT - Utility		0.3100	0	0	0	
1210	Level 3 Communications	UT - Utility		0.5400	1,238	1,238	0	
2016	Union Pacific Railroad Co	RR - Railroad		0.5000	601,413	601,413	0	
				45000 Total: (Rate 1202825.174800)	3.3300	604,324	604,324	0
46000 - GRANT TWP HUB RAD SCH								
1070	Heart of Iowa Communications...	UT - Utility		2.0900	0	0	0	
1074	Hubbard Coop Telephone...	UT - Utility		34.1000	12,906	12,906	0	
1104	Minerva Valley Tele Co	UT - Utility		8.4800	5,094	3,939	0	
8015	Northern Natural Gas Company	UT - Utility		0.0000	11,028,460	11,028,460	0	
				46000 Total: (Rate 0.000000)	44.6700	11,046,460	11,045,305	0
49000 - GRANT TWP NESCO SCH								
1044	Ellsworth Coop Tele Assn	UT - Utility		0.2900	245	245	0	
1074	Hubbard Coop Telephone...	UT - Utility		0.5000	189	189	0	
1104	Minerva Valley Tele Co	UT - Utility		9.3100	5,592	5,592	0	
				49000 Total: (Rate 600.675600)	10.1000	6,026	6,026	0
50000 - PROVIDENCE TWP ENP SCH								
1070	Heart of Iowa Communications...	UT - Utility		57.4200	0	0	0	
1074	Hubbard Coop Telephone...	UT - Utility		0.9000	341	341	0	
8015	Northern Natural Gas Company	UT - Utility		0.0000	120,096	120,096	0	
				50000 Total: (Rate 0.000000)	58.3200	120,437	120,437	0
51000 - PROVIDENCE TWP BCLUW SCH								
1070	Heart of Iowa Communications...	UT - Utility		1.5000	0	0	0	
				51000 Total: (Rate 0.000000)	1.5000	0	0	0
54000 - UNION TWP ENP SCH UNION FD								
1070	Heart of Iowa Communications...	UT - Utility		9.8600	0	0	0	
1117	QWEST Corporation	UT - Utility		2.8400	12,818	12,818	0	
				54000 Total: (Rate 4513.355800)	12.7000	12,818	12,818	0
55000 - UNION TWP BCLUW SCH WHITTEN FD								
1070	Heart of Iowa Communications...	UT - Utility		1.3600	0	0	0	
				55000 Total: (Rate 0.000000)	1.3600	0	0	0
56000 - UNION TWP BCLUW UNION FD								
1070	Heart of Iowa Communications...	UT - Utility		76.3600	0	0	0	
1117	QWEST Corporation	UT - Utility		0.3800	1,715	1,715	0	
8015	Northern Natural Gas Company	UT - Utility		0.0000	146,109	146,109	0	
				56000 Total: (Rate 0.000000)	76.7400	147,824	147,824	0
57000 - ACKLEY CITY								
1093	MCI/Verizon	UT - Utility		1.5050	3,435	3,435	0	
1117	QWEST Corporation	UT - Utility		16.3400	73,748	73,748	0	
1251	MCC Telephony of Iowa...	UT - Utility		7.9600	0	0	0	
1257	Zayo Group	PHN - PHONE		1.0300	3,020	3,020	0	
2031	Chicago Central & Pacific	RR - Railroad		1.0000	227,988	227,988	0	
				57000 Total: (Rate 227988.433100)	27.8350	308,191	308,191	0
59000 - IOWA FALLS CITY								
1074	Hubbard Coop Telephone...	UT - Utility		2.0000	757	757	0	
1093	MCI/Verizon	UT - Utility		2.3080	5,268	5,268	0	
1117	QWEST Corporation	UT - Utility		45.5900	205,764	205,764	0	
1195	McLeod Network Services, Inc	UT - Utility		0.0000	0	0	0	
1210	Level 3 Communications	UT - Utility		2.9500	6,762	6,762	0	
1251	MCC Telephony of Iowa...	UT - Utility		37.9300	0	0	0	
1257	Zayo Group	PHN - PHONE		2.3300	6,833	6,833	0	

Parcel Number	Name	Property Class	Sub Class	Miles	Assessed	Taxable	Taxes	
59000 - IOWA FALLS CITY Continued								
2016	Union Pacific Railroad Co	RR - Railroad		5.0500	6,074,267	6,074,267	0	
2031	Chicago Central & Pacific	RR - Railroad		1.5600	355,662	355,662	0	
8015	Northern Natural Gas Company	UT - Utility		0.0000	552,242	552,242	0	
				59000 Total: (Rate 0.000000)	99.7180	7,207,555	7,207,555	0
61000 - ALDEN CITY								
1059	Windstream Iowa...	UT - Utility		13.5200	0	0	0	
1093	MCI/Verizon	UT - Utility		0.5470	1,249	1,249	0	
1117	QWEST Corporation	UT - Utility		1.2300	5,551	5,551	0	
1195	McLeod Network Services, Inc	UT - Utility		0.0000	0	0	0	
1257	Zayo Group	PHN - PHONE		0.5400	1,584	1,584	0	
2016	Union Pacific Railroad Co	RR - Railroad		0.4300	517,215	517,215	0	
2031	Chicago Central & Pacific	RR - Railroad		0.5800	132,233	132,233	0	
				61000 Total: (Rate 227988.433100)	16.8470	657,832	657,832	0
63000 - BUCKEYE CITY								
1059	Windstream Iowa...	UT - Utility		4.0300	0	0	0	
1117	QWEST Corporation	UT - Utility		1.9700	8,891	8,891	0	
1210	Level 3 Communications	UT - Utility		1.0000	2,292	2,292	0	
2016	Union Pacific Railroad Co	RR - Railroad		0.9900	1,190,797	1,190,797	0	
				63000 Total: (Rate 1202825.174800)	7.9900	1,201,980	1,201,980	0
65000 - OWASA CITY								
1070	Heart of Iowa Communications...	UT - Utility		1.6400	0	0	0	
1117	QWEST Corporation	UT - Utility		0.3500	1,580	1,580	0	
1195	McLeod Network Services, Inc	UT - Utility		0.0000	0	0	0	
				65000 Total: (Rate 1877.402100)	1.9900	1,580	1,580	0
67000 - STEAMBOAT ROCK CITY								
1059	Windstream Iowa...	UT - Utility		1.2000	0	0	0	
1070	Heart of Iowa Communications...	UT - Utility		14.3200	0	0	0	
1117	QWEST Corporation	UT - Utility		1.9800	8,936	8,936	0	
				67000 Total: (Rate 4513.355800)	17.5000	8,936	8,936	0
69000 - ELDORA CITY								
1059	Windstream Iowa...	UT - Utility		3.4200	0	0	0	
1070	Heart of Iowa Communications...	UT - Utility		74.1200	0	0	0	
1117	QWEST Corporation	UT - Utility		2.3300	10,516	10,516	0	
1195	McLeod Network Services, Inc	UT - Utility		0.0000	0	0	0	
1251	MCC Telephony of Iowa...	UT - Utility		14.6800	0	0	0	
1256	IMON Communications	UT - Utility		2.2200	2,385	2,385	0	
				69000 Total: (Rate 1074.300800)	96.7700	12,901	12,901	0
71000 - HUBBARD CITY								
1074	Hubbard Coop Telephone...	UT - Utility		9.0000	3,406	3,406	0	
1256	IMON Communications	UT - Utility		1.0500	1,128	1,128	0	
				71000 Total: (Rate 1074.300800)	10.0500	4,534	4,534	0
73000 - RADCLIFFE CITY								
1117	QWEST Corporation	UT - Utility		0.2900	1,309	1,309	0	
1132	Radcliffe Telephone Co, Inc	UT - Utility		7.8200	4,559	4,559	0	
				73000 Total: (Rate 583.053600)	8.1100	5,868	5,868	0
75000 - NEW PROVIDENCE CITY								
1070	Heart of Iowa Communications...	UT - Utility		11.8200	0	0	0	
				75000 Total: (Rate 0.000000)	11.8200	0	0	0
77000 - UNION CITY								
1070	Heart of Iowa Communications...	UT - Utility		15.4600	0	0	0	
				77000 Total: (Rate 0.000000)	15.4600	0	0	0
79000 - WHITTEN CITY								
1070	Heart of Iowa Communications...	UT - Utility		4.4700	0	0	0	
				79000 Total: (Rate 0.000000)	4.4700	0	0	0
				Grand Total:	1,818.1570	77,752,598	78,283,756	0



Hardin County

Utilities Edit Sub Class Summary

Tax Year 2021

Sub Class	Record Count	Miles	Assessed	Taxable	Taxes
No Sub Class	229	1,818.1570	77,752,598	78,283,756	0
Sub Class Summary Totals:	229	1,818.1570	77,752,598	78,283,756	0

Other Business: None.

Granzow moved, McClellan seconded to adjourn. Motion carried.

BJ Hoffman, Chair
Board of Supervisors

Jolene Pieters
Hardin County Auditor

Chat Log from 12/1/2021

09:01:41 From Julie Duhn to Everyone:

When will the supervisors put public comment back on the Agenda?

09:03:33 From Julie Duhn to Everyone:

When will the supervisors put public comment back on the Agenda?



Vendor Name	Vendor Number	Payable Description	Total Payments
Airgas North Central	633V	welding tank rental	427.51
Alliant Energy	4253V	Alliant Acct 5332943904	55.02
Angela De La Riva	100411	Legislative Forum/SCIWA/Advtag 365/St	891.50
Brown Supply Co Inc	686V	tow ropes, chains, anchor shackles, rings,	3,298.00
Business Radio Sales & Service Inc	100366	FCC license call sign KFT619	105.00
Campbell Supply Co	620V	grease gun	521.37
CenturyLink 2956	4569V	Account Paid in full 641-648-5056	2,431.87
Cintas Corporation-Cincinnati	1545V	Eldora Shed first aid	253.72
Cintas-Chicago	2475V	shop towels and uniforms	194.62
City of Eldora	510V	Utilities	2,021.05
City of Hubbard	61554V	Hubbard utilities	52.51
City of New Providence	515V	New Providence utilities	28.43
City of Radcliffe	517V	Radcliffe utilities	65.80
Coban Technologies, Inc	100468	Equipment	725.00
ConvergeOne, Inc	2818V	Firewall- Law Enforcement	1,972.88
Culligan-Minneapolis	857V	Custodial Supplies	226.45
Eldora City Ambulance	62606V	BLS Renewal	480.00
Eldora Hardware	2647V	Supplies	30.95
Eric Eugenio	100207	number decals	100.00
GATR Truck Center	100679	#158 Level Sensor	623.89
Greenbelt Home Care	61807V	Pre-employment Drug Screen	35.00
Iowa Falls Glass Inc	4609V	Building Repair and Maint	50.00
Iowa Floodplain & Stormwater Manage	100282	Membership	40.00
Iowa Regional Utilities Assoc.-Newton	62036V	Buckeye utilities	49.96
Jamie Geisler	100727	HIRP December Meeting	52.00
John Deere Financial	1394V	Feed/Cabin Supplies/Custodial/Maintenan	1,949.15
Knight Sanitation	993V	Sanitation- Tower Rock/Pine Ridge	118.00
Lester Refrigeration	62526V	Building Repair and Maint	311.12
Machel R Eichmeier	288E	Mileage-Emmetsburg Fall Conference	9.00
Marla Kay Williams	2268V	ME-Cruth 11.28.21	299.00
Martin Marietta Aggregate	4141V	Modified S-Base	158,950.00
Martin's Flag Company	1787V	Flags- Courthouse	1,016.10
Mary J Swartz	302E	MH Advocate Mileage November 2021	222.88
Mend Correctional Care PLLC	2724V	Medical Service	10,838.39
Mid-America Publishing Corp	62056V	FY22 Renewal- Board of Supervisors	165.00
Midland Power Cooperative	5999V	Security Light Repair	50.00
Mitchell P Mosch	100326	Work Boot reimbursement	150.00
Orkin, 538-Waterloo	100827	Building Repair and Maint	60.00
Pitney Bowes Global Financial-Lease	63770V	Lease Payment	2,193.57
Quaker Security LLC	100507	Courthouse Security	2,040.00
RC Systems- Waterloo Office	2077V	Headset Connection for Zetron setup	1,161.67
Safety X-treme, LLC	2426V	safety coats	236.55
Snap-On-Tools / Link Enterprises LLC	62194V	sockets	109.75
Star Equipment Ltd.	4437V	concrete saw	311.59
Storey Kenworthy	61798V	Printing of Ballots- City/School Nov 21	3,478.03
Summit Food Service LLC	2332V	Food Service	4,455.95
Times Citizen	538V	Annual Financial Report FY21	396.10
U.S. Cellular	62000V	Secondary Roads cell phones	479.64
USAT LLC	100973	Sheriff Office-ALMS Agreement	450.00
Van Wall Equipment, Inc.	2924V	2015 John Deere x738 repair	520.93
Verizon Connect	100836	GPS tracking	418.80
Verlyn Mensing	100703	VA Driver-Prescott Appt 12.1.21	80.00
VISA	150V	Supplies/Food/Office Supplies/Feed/Custo	6,106.46
Walmart Community/Capital One	62446V	Building Repair and Maint	47.09
Windstream	84V	Phones-Acct-91136364	212.89

Vendor Publication Report

Payment Date Range: 12/08/2021 - 12/08/2021

Vendor Name

Vendor Number

Payable Description

Total Payments

Grand Total: 211,570.19

RESOLUTION FOR ROAD VACATION PUBLIC HEARING
Hardin County
Resolution No. 2021-_____

WHEREAS, The Hardin County Engineer is asking that action be taken to vacate a section of Hardin County Secondary Road, described as follows:

That portion of the "Gilbert Consent Highway" now known as G Avenue, originally established on July 2, 1906. (See Road Record Book 3, page 269) all lying in section 11 and 12, T88N, R 22W of Hardin County, Iowa.

The intention of this road closure is to vacate the entire segment of public road right-of-way from the south right-of-way line of State Highway 20; thence in a southerly direction along the centerline of G Avenue to a point located approximately 27 feet south of the south edge of the county bridge (Federal Bridge No. 176390) over the South Fork of the Iowa River. Said point can be further described as follows: Commencing at the southeast corner of Section 12, T88N, R22W; thence 1544.08 feet north along said section line; thence east 176.29 feet to a point located in the approximant center travel-way of G Ave.

NOW, THEREFORE BE IT RESOLVED that a hearing on the proposed vacation will be held in the Large Conference Room, Hardin County Courthouse, Eldora, Iowa, 50627 at _____ am on _____, 2021 in accordance with Iowa Code Chapter 306.

BJ Hoffman, Chairperson
County Board of Supervisors

ATTEST: _____
Jolene Pieters
Hardin County Auditor

Date

RESOLUTION FOR ROAD VACATION PUBLIC HEARING
Hardin County
Resolution No. 2021-_____

WHEREAS, The Hardin County Engineer is asking that action be taken to vacate a section of Hardin County Secondary Road, described as follows:

That portion of the "Tipton School Road No. 2" now known as 230th Street, originally established on September 11th, 1891. (See Road Record Book 2, page 378, 379) all lying in section 2,3,10 and 11, T87N, R 21W of Hardin County, Iowa.

The intention of this road closure is to vacate the entire segment of public road right-of-way of 230th Street lying between the west right-of-way line of State Highway 65 and the east right-of-way line of KK Avenue.

NOW, THEREFORE BE IT RESOLVED that a hearing on the proposed vacation will be held in the Large Conference Room, Hardin County Courthouse, Eldora, Iowa, 50627 at _____ am on _____, 2021 in accordance with Iowa Code Chapter 306.

BJ Hoffman, Chairperson
County Board of Supervisors

ATTEST: _____
Jolene Pieters
Hardin County Auditor

Date

FARM LEASE - CASH RENT

THIS LEASE ("Lease") is made between Hardin County, Iowa ("Landlord"), whose address for the purpose of this Lease is Hardin County Auditor, Hardin County Courthouse, 1215 Edgington Ave., Eldora, Iowa 50627 and Courtney Nøderhoff ("Tenant"), whose address for the purpose of this Lease is 223 Butler Street, Ackley, IA 50601.

THE PARTIES AGREE AS FOLLOWS:

1. PREMISES AND TERM. Landlord leases to Tenant the following real estate situated in Hardin County, Iowa (the "Real Estate"):

All of the E ½ of the SW ¼ of Section 26, Township 88, Range 20 South of the Railroad; All of the W ½ of the SE ¼ of Section 26, Township 88, Range 20 South of the Railroad, except Parcel A located in the SE ¼ of the SW ¼ and the SW ¼ of the SE ¼ as found in survey recorded as year 2000, document 1300 in the office of the Hardin County Recorder. The garden tract, the cemetery, the building site, the wildlife area enclosed by multiflora hedge, communications tower, wetland area and the seepage bed are excluded.

And

The NW ¼ of the NW ¼ of Section 29, Township 88 North, Range 19 West of the 5th P.M., Hardin County, Iowa.

and containing 151.5 acres, more or less, in two tracts, with possession by Tenant for a term of two (2) years to commence on March 1, 2022, and end on February 29, 2024. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing

2. RENT. Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):

Cash rent totaling \$118,170.00 over the two-year term of this lease at the rate of \$390.00 per acre, payable, unless otherwise agreed, as follows:

\$29,542.50 on May 1, 2022 with a check in the amount of \$21,742.50 payable to the Hardin County Auditor; and a check in the amount of \$7,800.00 payable to the Hardin County Conservation Board.

\$29,542.50 on December 1, 2022 with a check in the amount of \$21,742.50 payable to the Hardin County Auditor; and a check in the amount of \$7,800.00 payable to the Hardin County Conservation Board.

\$29,542.50 on May 1, 2023 with a check in the amount of \$21,742.50 payable to the Hardin County Auditor; and a check in the amount of \$7,800.00 payable to the Hardin County Conservation Board.

\$29,542.50 on December 1, 2023 with a check in the amount of \$21,742.50 payable to the Hardin County Auditor; and a check in the amount of \$7,800.00 payable to the Hardin County Conservation Board.

direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent. Payments from participation in these programs shall be divided ____% Landlord 100% Tenant. Governmental cost-sharing payments for permanent soil conservation structures shall be divided 100% Landlord ____% Tenant. Crop disaster payments shall be divided ____% Landlord 100% Tenant.

3. LANDLORD'S LIEN AND SECURITY INTEREST. As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution. Tenant shall sign and deliver to Landlord a UCC-1 financing statement showing the existence of this security interest. Tenant shall also sign any additional forms required to validate the security interest in government program payments.

4. INPUT COSTS AND EXPENSES. Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be directed by Tenant. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant. The following materials, in the amounts required by good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

	% Landlord	%Tenant
(1) Commercial Fertilizer	_____	100
(2) Line and Trace Minerals	_____	100
(3) Herbicides	_____	100
(4) Insecticides	_____	100
(5) Seed	_____	100
(6) Seed cleaning	_____	100
(7) Harvesting and/or Shelling Expense	_____	100
(8) Grain Drying Expense	_____	100
(9) Grain Storage Expense	_____	100
(10) Other	_____	100

The application of phosphate, potash, lime and trace minerals shall not be allocated in the absence of a specific written agreement to provide for allocation. Tenant agrees to furnish, without cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals.

5. PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS. Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of

which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation or livestock.

6. ENVIRONMENTAL.

a. Landlord. To the best of Landlord's knowledge to date:

- i) Neither Landlord nor, Landlord's former or present tenants, are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.
- ii) Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations.
- iii) No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.
- iv) The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant shall be liable for removal of solid waste disposal sites to the extent that the Tenant created or contributed to the solid waste disposal site at any time.

Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which is not a result of actions of the Tenant or which arises after date of execution but which is not a result of actions of the Tenant.

Landlord shall disclose in writing to Tenant the existence of any known wells, underground storage tanks, hazardous waste sites, and solid waste disposal sites. Disclosure may be provided by a properly completed groundwater hazard statement to be supplemented if changes occur.

b. Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises for more than one year. Farm chemicals for use on other properties may not be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul end spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. If disposal of solid waste or burial of dead animals is permitted as stated in the previous two sentences, the disposal or burial shall be in compliance with all applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

7. TERMINATION OF LEASE. This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.

8. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$ _____ per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

9. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.

10. VIOLATION OF TERMS OF LEASE. If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

11. REPAIRS. Tenant shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord.

12. NEW IMPROVEMENTS. All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.

13. WELL, WINDMILL, WATER AND SEPTIC SYSTEMS. Tenant shall maintain all well, windmill, water and septic systems on the Real Estate in good repair at Tenant's expense except damage caused by windstorm or weather. Tenant shall not be responsible for replacement or installation of well, windmill, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the premises.

14. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD. No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

15. NO AGENCY. Tenant is not an agent of the Landlord.

16. ATTORNEY FEES AND COURT COSTS. If either party files suit to enforce any of the terms

of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

17. CHANGE IN LEASE TERMS. The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

18. CONSTRUCTION. Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

19. NOTICES. The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 7, which shall be governed by the Code of Iowa.

20. ASSIGNMENT. Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

21. OTHER PROVISIONS.

Dated: _____

Dated: _____

Courtney Nederhoff, Tenant

Hardin County, Iowa, Landlord

By: _____
Courtney Nederhoff, Tenant

By: _____
BJ Hoffman, Chairperson of Hardin
County Board of Supervisors

By: _____

STATE OF IOWA
COUNTY OF HARDIN

This instrument was acknowledged before me on _____, 2021 by
Courtney Nederhoff Tenant.

Notary Public in and for the State of Iowa

STATE OF IOWA
COUNTY OF HARDIN

This instrument was acknowledged before me on _____, 2021 by
BJ Hoffman, as Chairperson of the Hardin County Board of Supervisors.

Notary Public in and for the State of Iowa

FARM LEASE - CASH RENT

THIS LEASE ("Lease") is made between Hardin County, Iowa ("Landlord"), whose address for the purpose of this Lease is Hardin County Auditor, Hardin County Courthouse, 1215 Edgington Ave., Eldora, Iowa 50627 and Mitchell Mosch ("Tenant"), whose address for the purpose of this Lease is 21897 KK Avenue, Hubbard, IA 50122.

THE PARTIES AGREE AS FOLLOWS:

1. PREMISES AND TERM. Landlord leases to Tenant the following real estate situated in Hardin County, Iowa (the "Real Estate"):

The SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, except the north 225 feet, the west 830 feet, and the south 250 feet, of Section 17, Township 89 North, Range 20 West of the 5th P.M., Hardin County, Iowa.

and containing 8.25 acres, more or less, with possession by Tenant for a term of four (4) years to commence on March 1, 2022, and end on February 28, 2026. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing

2. RENT. Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):

Cash rent totaling \$3,300.00 over the four-year term of this lease at the rate of \$100.00 per acre, payable, unless otherwise agreed, as follows:

\$825.00 on April 1, 2022

\$825.00 on April 1, 2023

\$825.00 on April 1, 2024

\$825.00 on April 1, 2025

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may

direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent. Payments from participation in these programs shall be divided ____% Landlord 100% Tenant. Governmental cost-sharing payments for permanent soil conservation structures shall be divided 100% Landlord ____% Tenant. Crop disaster payments shall be divided ____% Landlord 100% Tenant.

3. LANDLORD'S LIEN AND SECURITY INTEREST. As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution. Tenant shall sign and deliver to Landlord a UCC-1 financing statement showing the existence of this security interest. Tenant shall also sign any additional forms required to validate the security interest in government program payments.

4. INPUT COSTS AND EXPENSES. Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be directed by Tenant. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant. The following materials, in the amounts required by good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

	% Landlord	% Tenant
(1) Commercial Fertilizer	_____	100
(2) Line and Trace Minerals	_____	100
(3) Herbicides	_____	100
(4) Insecticides	_____	100
(5) Seed	_____	100
(6) Seed cleaning	_____	100
(7) Harvesting and/or Shelling Expense	_____	100
(8) Grain Drying Expense	_____	100
(9) Grain Storage Expense	_____	100
(10) Other	_____	100

The application of phosphate, potash, lime and trace minerals shall not be allocated in the absence of a specific written agreement to provide for allocation. Tenant agrees to furnish, without cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals.

5. PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS. Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of

which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation or livestock.

6. ENVIRONMENTAL.

a. Landlord. To the best of Landlord's knowledge to date:

- i) Neither Landlord nor, Landlord's former or present tenants, are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.
- ii) Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations.
- iii) No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.
- iv) The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant shall be liable for removal of solid waste disposal sites to the extent that the Tenant created or contributed to the solid waste disposal site at any time.

Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which is not a result of actions of the Tenant or which arises after date of execution but which is not a result of actions of the Tenant.

Landlord shall disclose in writing to Tenant the existence of any known wells, underground storage tanks, hazardous waste sites, and solid waste disposal sites. Disclosure may be provided by a properly completed groundwater hazard statement to be supplemented if changes occur.

b. Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises for more than one year. Farm chemicals for use on other properties may not be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul end spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. If disposal of solid waste or burial of dead animals is permitted as stated in the previous two sentences, the disposal or burial shall be in compliance with all applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

7. TERMINATION OF LEASE. This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.

8. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$ _____ per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

9. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.

10. VIOLATION OF TERMS OF LEASE. If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

11. REPAIRS. Tenant shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord.

12. NEW IMPROVEMENTS. All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.

13. WELL, WINDMILL, WATER AND SEPTIC SYSTEMS. Tenant shall maintain all well, windmill, water and septic systems on the Real Estate in good repair at Tenant's expense except damage caused by windstorm or weather. Tenant shall not be responsible for replacement or installation of well, windmill, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the premises.

14. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD. No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

15. NO AGENCY. Tenant is not an agent of the Landlord.

16. ATTORNEY FEES AND COURT COSTS. If either party files suit to enforce any of the terms

of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

17. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

18. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

19. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 7, which shall be governed by the Code of Iowa.

20. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

21. **OTHER PROVISIONS.**

Dated: _____

Dated: _____

Mitchell Mosch, Tenant

Hardin County, Iowa, Landlord

By: _____
Mitchell Mosch, Tenant

By: _____
BJ Hoffman, Chairperson of Hardin
County Board of Supervisors

By: _____

STATE OF IOWA
COUNTY OF HARDIN

This instrument was acknowledged before me on _____, 2021 by Mitchell Mosch, Tenant.

Notary Public in and for the State of Iowa

STATE OF IOWA
COUNTY OF HARDIN

This instrument was acknowledged before me on _____, 2021 by BJ Hoffman, as Chairperson of the Hardin County Board of Supervisors.

Notary Public in and for the State of Iowa



BIRD FRIENDLY IOWA

County Designation Program

Bird Friendly County, a community education and action program of Bird Friendly Iowa, mobilizes citizens and public officials who already know that birds are more than beautiful - they are an important part of a healthy ecosystem and critical to our quality of life.

Counties can apply for designation and, if selected, would receive outreach materials and support to celebrate recognition as a Bird Friendly County.

Steps to Becoming A Bird Friendly County



Review the criteria at birdfriendlyiowa.org

Inventory what the county is currently doing and what could be implemented. Consider initiatives led by county departments, cities, or private groups. Explore opportunities to offer new bird-related programming.

Counties must be able to document how they meet criteria in three categories.

- Protect, restore, & enhance bird habitat
- Reduce threats to birds
- Educate & engage people in birding and conservation



Approach your Conservation Board and County Board of Supervisors

Gauge interest in the designation. Explain the significance and why this education and action program would benefit the environment, economy, and quality of life in your county.



Complete the application & narrative online

Applications are made through the County Board of Supervisors, but may be prepared by the Conservation Board/Department. Consider other entities who could support or contribute (County Extension, Audubon/Birding groups, etc.). The narrative format allows you to articulate all the unique ways in which your county is bird friendly.

The application must be submitted by 4:00 p.m. on the second Friday of December. Designations will be made in February. A limited number of applications will receive designation each year (designations will recognize counties with populations above and below 20,000). If chosen, the county agrees to pay a \$100 enrollment fee to Bird Friendly Iowa. Annual recertification is a simple process.

When getting started, reach out to: Dan Cohen (DCohen@co.buchanan.ia.us), Ned Parker (NParker@co.franklin.ia.us), Wes Wiese (hardinccb@gmail.com), Erica Place (eplace@storycountyiowa.gov), Kent Rector (Kent.Rector@linncounty.org), or Kaitlyn Andersen (PACCB@ruthventel.com).



CICS

Supporting Individuals. Strengthening Communities.

28E Agreement for Central Iowa Community Services

This 28E Agreement (“Agreement”) is made and entered into by, between and among the undersigned counties, each having adopted this Agreement by resolution of its board of supervisors, and hereby join together to voluntarily form a public body corporate and politic and separate legal entity under Iowa Code Chapter 28E, and amendments thereto, known as Central Iowa Community Services (the “Region”).

SECTION 1: IDENTITY OF THE PARTIES

The undersigned counties are political subdivisions and constitute “public agencies” as defined in Iowa Code section 28E.2. The member counties are: Boone County, Cerro Gordo County, Franklin County, Greene County, Hamilton County, Hancock County, Hardin County, Jasper County, Madison County, Marshall County, Poweshiek County, Story County, Warren County, Webster County, and Wright County. County membership may, however, change from time to time as provided in this Agreement and the current member counties shall be referred to as the “member counties” or the “undersigned counties” in this Agreement.

SECTION 2: PURPOSE, GOALS AND OBJECTIVES

The member counties entered into this 28E Agreement to create a mental health and disability service region to provide local access to mental health and disability services as defined in the regional management plan and to engage in any other related activity in which an Iowa 28E organization may lawfully be engaged.

SECTION 3: TERM AND TERMINATION

- 3.1 This Agreement shall be effective when the undersigned initial member counties, as listed in Section 1 execute this Agreement and this Agreement is filed with the Iowa Secretary of State as required by Iowa Code Section 28E.8 (the “Effective Date”).
- 3.2 The term of this Agreement shall be perpetual unless terminated by an affirmative vote consisting of 2/3 of the Governing Board. Assets of the Region as defined by the governing board shall be divided proportionately as determined by the Governing Board of Directors.

SECTION 4: GOVERNANCE

- 4.1 **Governing Board Directors:**
The Governing Board of Directors (the “Governing Board”) shall contain the following Directors:

- (a) Each member county shall appoint one of its supervisors from the County Board of Supervisors and alternates from the County Board of Supervisors to serve as a Director on the Governing Board. The Board of Supervisors of each member county shall select its Director and he or she shall serve indefinitely at the pleasure of the county appointing the Director, until a successor is appointed, or until the earlier death, resignation, or the end of such person's service as a county supervisor. Any Director appointed under this Section 4.1(a) may be removed for any reason by the county appointing the Director, upon written notice to the Region's Board of Directors, which notice shall designate a successor Director to fill the vacancy. In the event the Director cannot participate, an alternate will fill in for the Director.
- (b) One individual who utilizes mental health and disability services, or is an actively involved relative of such an individual. This Director shall be appointed by the Adult Advisory committee as described in Section 4.6 of this Agreement. This Director shall serve an initial term of one year, with appointments thereafter to be for two-year terms.
- (c) One individual representing adult service providers in the Region. This Director shall be appointed by the Adult Advisory committee described below. This Director shall serve as an ex-officio, non-voting Director. This Director shall be appointed to two-year terms.
- (d) One individual representing children's behavioral health service providers in the Region. This Director shall be appointed by the Children's Advisory committee as described in Section 4.6 of this Agreement. This Director shall serve as ex-officio, non-voting Director. This Director shall be appointed to two-year terms.
- (e) One individual representing the education system in the region. This Director shall be appointed by the Children's Advisory committee as described in Section 4.6 of this agreement. This Director shall be appointed to two-year terms.
- (f) One individual who is a parent of a child who utilizes children's behavioral health services or an actively involved relative of such children. This Director shall be appointed by the Children's Advisory committee as described in Section 4.6 of this agreement. This Director shall be appointed to two-year terms.
- (g) The Governing Board shall not include employees of DHS or non-elected employees of the County.

4.2 Director Vacancies

- (a) County-Appointed Directors. If a vacancy occurs during the term of a county-appointed Director, due to death, resignation, or end of service as a county supervisor of such Director, an alternate shall assume the duties of the Director until the county Board of Supervisors appoints a new Director and alternates.
- (b) Committee-Appointed Directors. If a vacancy occurs during the term of a committee-appointed Director, due to death or resignation of such Director, the vacancy shall be filled within thirty (30) days of its occurrence by the committee having the right of appointment. Such appointment to fill a vacancy shall become effective upon the approval of the Governing Board.

4.3 Voting Procedures for the Governing Board

A quorum must be present in order for the Governing Board to take action. A quorum shall consist of a majority of the voting Directors. The Governing Board shall take action by approval from the majority of the Directors present, except where specific voting thresholds are referenced in this Agreement. Voting shall be done by voice or roll call vote. Proxy voting will not be allowed.



4.4 Board Officers

The Governing Board shall organize itself and elect a Chair and Vice-Chair from the County Appointed Directors. The Governing Board Chair and Vice-Chair shall serve a two (2) year term. After the two-year term of the Governing Board Chair has expired, the Vice-Chair shall assume the Chair position.

- (a) The Chair shall preside at the Region's meetings.
- (b) The Vice-Chair shall assist the Chair. During the temporary absence or disability of the Chair, the Vice-Chair shall discharge the duties of the Chair. Should the Chair be permanently absent or disabled, the Vice-Chair shall succeed to the office of the Chair. In the event that the alternate appears on behalf of the Chair, the Vice-Chair shall discharge the duties of the Chair, in lieu of the Chair alternate.
- (c) The Chair shall designate a recording secretary. The recording secretary shall be responsible for meeting minutes.

4.5 Powers of the Governing Board

The Region shall be under the direction and control of the Governing Board. The Governing Board shall have each and all of the following powers:

- (a) To contract with any public or private entity to provide all necessary services;
- (b) To rent, lease or purchase any tangible personal property, real estate or services reasonably necessary to fulfill the purposes of this Agreement;
- (c) To establish a system of accounting and budgeting, and a system for receiving payments;
- (d) To retain legal counsel, accountants and other professional individuals needed in order to fulfill the purposes of this Agreement;
- (e) To sue and be sued;
- (f) To make and enforce bylaws or rules and regulations for the management and operation of the Region's business and affairs;
- (g) To do and perform any acts authorized by the Code of Iowa, under, through or by means of its officers, agents and employees, or by contracts with any person or entity;
- (h) To consult with representatives of Federal, State and local agencies and departments, and their officers and employees, and to contract with such agencies and departments;
- (i) To receive funds from each member county as set forth in this Agreement;
- (j) To accept grants, contributions or loans from Federal, State or local agencies;
- (k) To establish the times and places for business meetings and educational conferences, and set agendas for those meetings and conferences; and
- (l) To exercise any other power or do any other legal act necessary to discharge its obligations and fulfill the purposes of this Agreement.

4.6 Appointment of Committees

Appointments to any committee of the region shall be made by action of the Governing Board.

The Region shall have an Adult Advisory committee consisting of: individuals who utilize services or are actively involved relatives of such individuals; service providers; and regional governing board members. Other stakeholders shall not be included as an option as an adult MHDS Advisory Committee member.

The Region shall have a regional Children's Advisory committee consisting of parents of



children who utilize services or actively involved relatives of such children, a member of the education system, an early childhood advocate, a child welfare advocate, a children's behavioral health service provider, a member of the juvenile court, a pediatrician, a child care provider, a local law enforcement representative, and regional governing board members.

Other committees may be created through action of the Governing Board.

4.7 Methods for Dispute Resolution

If a person or entity is denied funding for services from the Region, they may seek review of the funding decision as set forth in the regional management plan. Any aggrieved party may seek judicial review pursuant to Iowa Code Section 17A.

4.8 Mediation

Mediation conducted pursuant to Iowa Code Chapter 679C. If after which the dispute remains unresolved, arbitration will be conducted pursuant to Iowa Code Chapter 679A. The cost of mediation shall be equally paid by the Region and the member county seeking mediation.

SECTION 5: MEMBERS

5.1 Specification, Requirements, Obligations, Expectations of Member Counties The member Counties agree to the following:

- (a) To respond to reasonable requests to make local records available as allowed under federal, state and local laws to the Region for the purposes of this Agreement;
- (b) To abide by decisions of the Governing Board;
- (c) To cooperate with local, state and federal agencies as appropriate;
- (d) To provide sufficient office space for the performance of Regional duties. (Any rent amount shall include all occupancy costs based on a market analysis of rental rates which include utilities and other agreed upon building expenses in a single monthly amount.);
- (e) To support the effective collaboration of other county functions as deemed appropriate;
- (f) To provide county staff as agreed between the member county and the Governing Board; and
- (g) To contribute the member county's maximum maintenance of effort established by state law unless otherwise specified by the Governing Board.

5.2 Decisions that Require a Member Vote

The following situations require that each member county have approval from their county Board of Supervisors before the Region may take any action:

- (a) Additional funds contributed to region in situations of budget shortfall within the region.
- (b) The approval of the Region's original by-laws. (This does not include subsequent amendments to the original by-laws.)
- (c) The approval of the Region's original management plan. (This does not include subsequent amendments to the original management plan.)
- (d) Decisions regarding the Region incurring debt.
- (e) Decisions to add additional counties to the Region unless the addition is required by the State.
- (f) Any other decisions as determined by the Governing Board.



5.3 Member Voting Procedure

Any question related to the issues listed in Section 5.2 above may be presented to the member Counties by resolution of the Governing Board by first adopting a recommendation on the issue and then submitting it to the individual member counties. A separate explanation of the reasons for the recommendation shall be included. Each member county desiring to vote upon the amendment shall do so by resolution of its Board of Supervisors and return of the same to Region's Governing Board Chair a certified copy of the resolution stating the County's vote within thirty (30) days of the date that the County received a copy of the proposal. If the amendment receives approval by majority of the votes, it shall become effective ten (10) days following the date the vote is tabulated.

5.4 Additional Member Counties

If a county wishes to become a member county of the Region after the Effective Date, the county must make a written request to the Governing Board. Such request will then be addressed through the Governing Board Voting Procedure set forth in Section 4.3. If a new county's request is approved through such procedure, such new membership will not become effective until the county provides a signature page to this Agreement and a resolution from its Board of Supervisors that it agrees to abide by the terms of this Agreement as set out herein and possess legal power and authority to do so.

5.5 Member County Withdrawal/Removal

(a) Member County Withdrawal

Any member county, by resolution of its Board of Supervisors, may withdraw from the Region by giving written notice to the Governing Board of the Region no later than July 1 prior to the end of the fiscal year the withdrawal will be effective. Withdrawal shall not relieve the withdrawing member county of the obligation to pay its share of the expenses of the Region incurred during the fiscal year in which the withdrawal occurs. Services of the Region shall continue to be provided to the withdrawing member county until the date of withdrawal, so long as such member county remains in good standing as provided in Section 5.6 below.

(b) Member County Removal

In order to remove a member county from the region, a 2/3 vote of the Governing Board must vote to expel the member county from the region. Such vote shall take into consideration the best interests of the Region.

(c) Allocating Cash

If a member county leaves the region, the region's fund balance shall be divided by the percentage of each county's population according to the region's population indicated in the region's annual service and budget plan. An amount of the fund balance shall be allocated to the county according to its percentage of the region's population.

5.6 Suspension of Voting Rights and Services

During any period of delinquency by a county in the payment to the Region of any obligation, such county shall not be entitled to vote on matters coming before the Governing Board or the member counties unless such delinquency shall be waived for voting purposes by a 2/3 vote of the remaining members of the Governing Board.

For purposes of this section "delinquency" is defined as the member county's failure to contribute to the Region the maximum levy allowed by law and state equalization dollars.



During any period of delinquency, the clients of such member county will not suffer as a result.

SECTION 6: STAFF

- 6.1 Selection process for Regional Administrative Team and CEO
One Team member shall perform functions as the Chief Executive Officer (CEO) and other Team members shall perform the functions of the CICS Officers.

The CEO shall be recruited, selected, appointed, or removed by the Governing Board. The CEO shall report to the Region's Governing Board.

The CEO is the single point of accountability in the Region. The CEO shall assign the Regional functions and responsibilities to ensure that each of the required functions are performed.

- 6.2 Performance Evaluation
Performance Evaluation of the CEO shall be conducted by the Governing Board annually.

- 6.3 General functions and responsibilities of staff
Staff shall include one or more coordinators of adult disability services and one or more coordinators of children's behavioral health services. Coordinators must have a bachelor's or higher degree in human services related or administrative related field. In lieu of a degree in administration, a coordinator may provide documentation of relevant management experience.

- 6.4 Employment of staff
- (a) All staff members performing services for the Region, including, but not limited to, the CEO, Administrative Team members, coordinators of adult disability services, coordinators of children's behavioral health services, service coordinators, office support, planners, etc., may remain employees of his or her respective county. If so, there will be a statement of understanding between the Governing Board and the individual county Boards of Supervisors that will identify the individual employee, the position to be filled, and the portion of the employee's wages and benefits that will be the responsibility of the Region.
- (b) The Governing Board may, by action, cause all employees performing services for the Region to be employed by a single employer of record in lieu of remaining employees of their respective counties. The single employer of record may be a member county, a separate entity, or the Governing Board may create its own employing entity. If such action is taken by the Governing Board, member counties will work with the region to transition staff who will continue to perform services for the Region to a single employer of record.
- If the Governing Board takes action to cause all employees performing services for the Region to be employed by a single employer of record, the CEO shall work with the member counties to determine the locations of the office space that best meets the needs of the Region.
- The preference for location of office space shall be in county-controlled buildings. If the member county identifies the requested space is not available, or the CEO



determines an alternative location will better serve the Region and its clients, other space will be secured which shall be paid by the Region. When office space is provided in county-controlled buildings, the member county shall provide access to the internet and telephones as requested. The costs of access to the internet and telephones shall be included in the occupancy costs identified in Section 5.1(d).

The Region intends to staff for functions and responsibilities such as the following, which shall include but not be limited to:

- (a) Communications;
- (b) Strategic Plan Development;
- (c) Budget Planning and Financial Reports;
- (d) Operations – personnel, benefits, space, training, etc.;
- (e) Risk Management;
- (f) Compliance and Reporting;
- (g) Service Processing, Authorization and Access;
- (h) Provider Network- development, contracting, quality and performance;
- (i) Payment of Claims;
- (j) Quality Assurance;
- (k) Appeals and Grievances;
- (l) Information Technology;
- (m) Service Authorization;
- (n) Eligibility Determination;
- (o) Provider Payment;
- (p) Contracting; and
- (q) HIPAA oversight.

The Governing Board reserves the right to amend this list on its own motion without member approval as a non-substantive amendment as provided for in Section 8.1.

SECTION 7: REGION FINANCES

7.1 Methods for Management & Expenditure of Funding

Methods for management and expenditure of funding shall be governed by the fiscal policies adopted by the Governing Board.

(a) General

1. All funds received by the member counties for purposes related to the Region from any source are considered Regional funds whether in the Regional Pooled funds account or a member County's MHDS fund balance. A member county's MHDS fund balance includes all funds contained in a member County's Fund 10. Member Counties shall contribute all remaining MHDS Fund Balance to the Regional Account no later than June 30, 2022. Regional funds shall be used to pay all costs of the Region. Said funds shall be managed by the CEO, or staff designated by the Region, in compliance with the law, direction from the Governing Board and documented in the fiscal policies. Pooled regional funds shall be administered by the fiscal agent subject to the provisions of the fiscal policies.
2. The fiscal agent of the Region shall be a member county designated by the Governing Board. The Governing Board shall enter into a fiscal agent contract with said County which shall list the terms and conditions for the Fiscal Agent.

(b) Administrative Funding and Resources



Administrative duties performed by Regional Administrative staff shall be covered by the County employing said staff utilizing fund 10 dollars or whichever fund is allowable under state law. Any other regional costs shall be paid from the Regional Account by the Fiscal Agent subject to the conditions laid out in the Fiscal Policies.

(c) Use of Savings for Reinvestment

The Region shall comply with Chapters 12B and 12C of the Iowa Code for deposit and investment of Region funds. Through the Region's budgeting process, it shall strive to use surplus funds for the development of additional services.

7.2 Process for New Member County Initial Funding

If an additional county becomes a member of the Region, such county shall transfer the required amount of its MHDS fund balance to the Region.

7.3 Process for Annual Independent Audit

Accounts of the Region shall be audited annually by the certified public accountant certified in the state of Iowa that is retained by the county serving as fiscal agent of the Region. The Region shall submit the audit to the Department of Human Services upon receipt.

7.4 Methods of Acquiring and Disposing of Real Property

- a) Property that is proposed for acquisition or disposal must be identified and approved prior to taking any action. Only the Governing Board has the authority, whether by gift or purchase, to acquire and dispose of real property.
- b) Prior to any action to acquire real property, the property and all structures, if any, shall be inspected and tested for the identification of any contaminants, including asbestos, PCBs, underground storage tanks, hazardous wastes and other environmental concerns. If any contaminants are identified, a plan for their disposal or neutralization shall be included with the request to acquire subject property, including estimated costs and identification of responsibility for abatement.
- c) All required renovations and/or alterations to make the property functionally usable in accordance with all applicable codes and current standards of use shall be evaluated with estimated cost to complete and source of funds identified prior to any action to acquire.
- d) Property that is acquired shall be titled in the name of "Central Iowa Community Services Mental Health and Disability Services Region" for the use and benefit of CICS.
- e) If the Governing Board decides by a majority vote to dispose of real property that is no longer necessary to meet the needs of the Region, the receipts from the sale or conveyance of real property shall be deposited in the CICS Regional fund.

SECTION 8: SCOPE & AMENDMENTS

8.1 Amendments

If the Governing Board feels it is in the best interests of the Region for an amendment to be made to this 28E Agreement, the Governing Board shall have authority to amend this agreement by a 2/3 vote of all eligible voting Directors. This shall be done at a regularly scheduled meeting or a special meeting called for that purpose with notice of changes sent to all members at least 14 days prior to the meeting at which an amendment vote is scheduled.



Entire Agreement

This Agreement and attachments hereto, any bylaws later enacted, and the regional management plan, represent the entire organizational documents of the Region. This Agreement supersedes, and hereby renders null and void, all previous or contemporaneous oral or written proposals, negotiations, arrangements, understandings, agreements, guidelines, representations, warranties, terms, conditions, covenants and any other communication between the parties relating to the subject matter of this Agreement.

8.2 Invalidity

If any one or more provisions of this Agreement is declared unconstitutional or contrary to law, the validity of the remainder hereof shall not be affected.

8.3 No Waiver

The waiver by any party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.



SIGNATURE PAGE

IN WITNESS WHEREOF, _____ COUNTY, EXECUTES THE INTERGOVERNMENTAL AGREEMENT WITH THE CENTRAL IOWA COMMUNITY SERVICES MENTAL HEALTH AND DISABILITY SERVICES REGION.

By: _____
(Print name)

Board of Supervisors Chairperson

ATTEST: _____
(Print name)

County Auditor

ACKNOWLEDGMENT BY NOTARY

State of Iowa)
)ss

_____ COUNTY)

On this ____ day of _____, 2021, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, to me personally known, who, being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of _____ County, Iowa respectively; that the seal affixed hereto is the seal of said _____ County, Iowa, by the authority of its Board of Supervisors and that said _____ and _____ as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said _____ County, it and by them voluntarily executed.

Notary Public In and for Said County
And State of Iowa

RESOLUTION NO. _____

RESOLUTION TO CORRECT RESOLUTION NO. 2021-36

Whereas on 9/1/2021, the Hardin County Board of Supervisors previously adopted Resolution No. 2021-36, “A Resolution To Approve The Region 6 Housing Trust Fund Hardin County Cash Contribution”, and

Whereas Resolution No. 2021-36 provides that “Hardin County will provide \$11,843 of cash assistance in FY 2021/2022”, and

Whereas the reference to “FY 2021/2022” should have read “FY 2022/2023”,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HARDIN COUNTY:

Section 1 of Resolution No. 2021-36 is corrected to read:

Section 1: Hardin County will provide \$11,843 of cash assistance in FY 2022/2023.

Approved this 8th day of December, 2021.

BJ Hoffman, Chair
Board of Supervisors

Attest:

Jolene Pieters
Hardin County Auditor

County Auditor's Report of Fees Collected


State of IOWA) SS:
County of) Hardin County

To the Board of Supervisors of HARDIN COUNTY:

I, Jolene Pieters, Auditor of the above named County and State, do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the period of 11.1.2021 through 11.30.2021 and the same has been paid to the County Treasurer:

	No. Doc.	Fees collected
4150 Passport fees	15	\$525.00
4150 Photo fees	16	\$240.00
4150 Passport Postage	2	\$16.30
	Total	\$781.30

All of which is respectfully submitted.



Jolene Pieters
Hardin County Auditor

11.30.2021

Date

Chairperson, Board of Supervisors

Date

Recorder's Monthly Report to the Treasurer

11/01/2021 to 11/30/2021

Liability

Account Number	Description	Net
0001-1-07-8000-400000-2	Use Tax-DOR	(\$972.00)
0001-1-07-8000-400000-3	State Sales Tax-DOR	(\$343.80)
0001-1-07-8000-400000-4	Local Option Tax-DOR	(\$57.30)
0001-1-07-8000-401000-1	Snowmobile Registration Fees-State	(\$157.00)
0001-1-07-8000-401001	Snowmobile Titles - State	(\$32.50)
0001-1-07-8000-402000	RVVRS Boat Registration Fees - State	(\$52.15)
0001-1-07-8000-402001-1	RVVRS Boat Titles - State	(\$3.00)
0001-1-07-8000-402001-2	RVVRS Boat Titles - DOR	(\$10.00)
0001-1-07-8000-403000-1	Hunting & Fishing Fees-State	(\$385.50)
0001-1-07-8000-404000-2	Real Estate Transfer Tax-State	(\$11,632.03)
0001-1-07-8000-406000-1	Vitals Certified Copies-State	(\$847.00)
0001-1-07-8000-407000-1	ATV Registration Fees-State	(\$416.50)
0001-1-07-8000-407000-2	ATV Titles-State	(\$84.50)
0001-1-07-8000-407000-3	ATV Liens-State	(\$13.00)
0001-1-07-8000-413001-1	Marriage License-State	(\$124.00)
Total		(\$15,130.28)

Revenue

Account Number	Description	Net
0001-1-07-8000-400000	Recording of Instruments	(\$6,660.00)
0001-1-07-8000-400000-1	Over Payment	(\$15.00)
0001-1-07-8000-401000	Snowmobile Writing Fees (\$5.00)-County	(\$25.00)
0001-1-07-8000-402001	RVVRS Boat Titles - County	(\$10.00)
0001-1-07-8000-403000	Hunting & Fishing Fees-County	(\$25.25)
0001-1-07-8000-404000	Real Estate Transfer Tax-County	(\$2,424.77)
0001-1-07-8000-406000	Vitals Certified Copies-County	(\$308.00)
0001-1-07-8000-407000	ATV Writing Fees(\$5.00)-County	(\$5.00)
0001-1-07-8000-408000	RVVRS Writing Fees - County	(\$42.50)
0001-1-07-8000-410000	Auditor's Transfer Fees - \$5.00	(\$625.00)
0001-1-07-8000-413001	Marriage License-County	(\$16.00)
0001-1-07-8000-550000	Photocopy/Fax Fees	(\$235.00)
0024-1-07-0000-414000	Document Management Fees	(\$316.00)
5410-1-07-0000-416000	Electronic Transaction Fees	(\$316.00)
Total		\$11,083.52
Grand Total		\$26,213.80

Recorder's Monthly Report to the Treasurer

11/01/2021 to 11/30/2021

Range Summary

Range	Account	Net
Department of Revenue		
	0001-1-07-8000-400000-4 Local Option Tax-DOR	(\$57.30)
	0001-1-07-8000-400000-3 State Sales Tax-DOR	(\$343.80)
	0001-1-07-8000-400000-2 Use Tax-DOR	(\$972.00)
	0001-1-07-8000-402001-2 RVVRS Boat Titles - DOR	(\$10.00)
	0001-1-07-8000-404000-2 Real Estate Transfer Tax-State	(\$11,632.03)
Department of Revenue		(\$13,015.13)
Hunting and Fishing		
	0001-1-07-8000-403000 Hunting & Fishing Fees-County	(\$25.25)
	0001-1-07-8000-403000-1 Hunting & Fishing Fees-State	(\$385.50)
Hunting and Fishing		(\$410.75)
Marriage Application		
	0001-1-07-8000-413001-1 Marriage License-State	(\$124.00)
	0001-1-07-8000-413001 Marriage License-County	(\$16.00)
Marriage Application		(\$140.00)
RVVRS County		
	0001-1-07-8000-408000 RVVRS Writing Fees - County	(\$42.50)
	0001-1-07-8000-401000 Snowmobile Writing Fees (\$5.00)-County	(\$25.00)
	0001-1-07-8000-402001 RVVRS Boat Titles - County	(\$10.00)
	0001-1-07-8000-407000 ATV Writing Fees(\$5.00)-County	(\$5.00)
RVVRS County		\$142.50
RVVRS State		
	0001-1-07-8000-401001 Snowmobile Titles - State	(\$32.50)
	0001-1-07-8000-402000 RVVRS Boat Registration Fees - State	(\$52.15)
	0001-1-07-8000-402001-1 RVVRS Boat Titles - State	(\$3.00)
	0001-1-07-8000-407000-2 ATV Titles-State	(\$84.50)
	0001-1-07-8000-407000-1 ATV Registration Fees-State	(\$416.50)
	0001-1-07-8000-401000-1 Snowmobile Registration Fees-State	(\$157.00)
	0001-1-07-8000-407000-3 ATV Liens-State	(\$13.00)
RVVRS State		(\$758.65)
Transfer Tax		
	0001-1-07-8000-404000 Real Estate Transfer Tax-County	(\$2,424.77)
	0001-1-07-8000-404000-2 Real Estate Transfer Tax-State	(\$11,632.03)
Transfer Tax		(\$14,056.80)
Vitals Certified Copies		
	0001-1-07-8000-406000-1 Vitals Certified Copies-State	(\$847.00)
	0001-1-07-8000-406000 Vitals Certified Copies-County	(\$308.00)
Vitals Certified Copies		(\$1,155.00)

HARDIN CO. SHERIFF'S OFFICE



A New Century of Service

avid L. McDaniel
16 14th Avenue
dora, Iowa 50627
41-939-8189
800-568-4373
ix 641-939-8249

21-22 Fiscal Year

0001-1-05-1000-440003
0001-1-05-1000-440004
0001-4-05-9100-847000

November fees

Civil Fees \$ 2,246.29
Civil Mileage \$ 841.72
Prescriptions/MH
\$ **3,088.01**

21-22 Fiscal Year

0001-1-05-1000-250100
0001-1-05-1000-250200
0001-1-05-9000-440002
0001-1-05-1000-440006
0001-1-05-1000-441000
0001-1-05-1000-443000
0001-1-05-1000-445000
0001-1-05-1000-550001
0001-1-05-1000-850100
0001-1-05-1000-440007
0001-1-05-1000-589010

November fees

Contract Law \$ 19,263.65
Care Prisoners/Accommodatio \$ 48,828.62
Driving Records \$ -
Purchase Permits \$ -
Weapon Permits \$ 800.00
Work Release \$ -
Sex Offender Reg. \$ 75.00
Copy Reports \$ 37.25
CO ENF Surcharge \$ 15.00
Fingerprint fees \$ 30.00
Restitution \$ 44.00
Total: \$ 69,093.52

Total fees \$ 72,181.53

Funds paid to Treasurer

FY 21/22