

Wednesday, March 17, 2021

NOTICE: Public attendance at public meetings is restricted due to COVID-19 concerns. To access and participate in meetings remotely, please call 641-939-8108 for meeting information.

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

Documents:

02-23-2021 MINUTES.PDF 02-24-2021 MINUTES.PDF 02-24-2021 CHAT LOG.PDF

5. Approval Of Claims For Payment

Documents:

VENDOR PUBLICATION REPORT 3.17.21.PDF

- 6. Emergency Management Update
- 7. Public Health Update
- 8. Utility Permits & Secondary Roads Department

Documents:

UTILITY PERMIT APPLICATION UT-21-002.PDF

- 9. Public Comments
- Approve Iowa DOT Agreement 1-21-HBP-SWAP-005
 Project BRS-SWAP-C042(108)--FF-42
 Bridge 15163, Co Hwy S57 over Honey Creek

Documents:

FUNDING AGREEMENT 15163.PDF

11. Approve Supplemental Agreement For Final Design Project BHS-SWAP-0077(601)--FC-42 Bridge 3267, Main Street Alden over Iowa River

Documents:

DESIGN SUPPLEMENT AGREEMENT.PDF

12. Resolution Approving Distribution Of Preliminary Official Statement

Documents:

RESOLUTION APPROVING DISTRIBUTION OF POS.PDF

13. Change Of Status - Sheriff's Office

Documents:

CHANGE OF STATUS - SHERIFFS OFFICE.PDF

- 14. Other Business
- 15. Adjournment/Recess
- 16. 9:30 A.M. Drainage
 Courthouse Large Conference Room

HARDIN COUNTY BOARD OF SUPERVISORS MINUTES – FEBRUARY 23, 2021 TUESDAY - 2:03 P.M. COURTHOUSE LARGE CONFERENCE ROOM

At 2:03 p.m. the Board met for a budget work session with County Auditor Jolene Pieters. The meeting was held electronically due to COVID-19 public health risks. In attendance: Supervisors Reneé McClellan and Lance Granzow; and Pieters and Angela Silvey. Attending via Zoom: Supervisor BJ Hoffman.

The purpose of the meeting was to select a maximum levy rate to publish in advance of the maximum levy public hearing. It was decided the County would publish and vote on a high max levy rate, but would whittle down the actual budget prior to the FY 2022 budget hearing.

At 3:02 p.m. Granzow moved, McClellan seconded to adjourn. Motion carried.				
BJ Hoffman, Chair	Jolene Pieters			
Board of Supervisors	Hardin County Auditor			

HARDIN COUNTY BOARD OF SUPERVISORS MINUTES – FEBRUARY 24, 2021 WEDNESDAY - 9:00 A.M. COURTHOUSE LARGE CONFERENCE ROOM

Chair BJ Hoffman called the meeting to order. The meeting was held electronically due to COVID-19 public health risks. Also present were Supervisors Reneé McClellan and Lance Granzow; and Michael Pearce, Taylor Roll, Thomas Craighton, Jolene Pieters, and Angela Silvey. Attending via Zoom: Justin Ites, Tifani Eisentrager, Pauline Lloyd, Mark Buschkamp, JD Holmes, Abby Flatness, Angela De La Riva, Julie Duhn, Donna Juber, Shane Glinski, Dave McDaniel, Laura Cunningham, Machel Eichmeier, Darrell Meyer, Jessica Sheridan, Cheryl Lawrence, Elaine Loring, Megan Harrell, and Lori Kadner.

The Pledge of Allegiance was recited.

McClellan moved, Granzow seconded to approve the agenda with the following items stricken: Headwaters of the South Skunk River WMA 28E Agreement and Application for Liquor License – Crazy Acres Old Goat Barn Bar & Grill. Motion carried.

Granzow moved, McClellan seconded to approve the minutes of February 9, 2021; February 12, 2021; and February 17, 2021. Motion carried.

McClellan moved, Granzow seconded to approve the February 24, 2021 claims for payment. Motion carried.

Emergency Management Update:

Thomas Craighton, Emergency Management Coordinator, reported a busy week, including fires and a gas leak. Craighton is also planning for potential spring flooding and ice jams in Iowa Falls.

Public Health Update:

Craighton reported on COVID-19 vaccine administration.

Utility Permits: None.

Secondary Roads:

County Engineer Taylor Roll advised Union Pacific Railroad will be repairing the bridge over Highway 175 that was hit last year. Repair time frame is to be announced.

Public Comments:

Donna Juber posed questions to Angela Silvey, Election Deputy, about the absentee ballot request forms sent from and receipted by the Auditor's Office during the 2020 General Election. Juber then challenged the Supervisors, County Attorney, and Auditor to issue a statement defending County employees against accusations of voter fraud made by State Sen. Annette Sweeney.

Julie Duhn and Pauline Lloyd also commented on Sweeney's accusations.

In addition, Duhn requested an update on legal proceedings against Julie Towne.

Granzow moved, McClellan seconded to amend the motion setting the public hearing on the FY 2022 maximum property tax levy, changing the date from March 3, 2021 to March 10, 2021, and time to 9:02 a.m., in the Large Conference Room and via Zoom. Motion carried.

McClellan moved, Granzow seconded to approve the contribution of \$5,000 for snow guard at the EOC Building. They money will come from Property Manager Jody Mesch's budget. Motion carried.

McClellan moved, Granzow seconded to approve the hiring of Jensyn Hall, part-time Correctional Officer, at a rate of \$16.48/hour, effective 02/16/2021. Motion carried.

Other Business:

Hoffman encouraged voters to vote in the Iowa Fa	alls school bond election on March 2, 2021.
Granzow moved, McClellan seconded to adjourn.	Motion carried.
BJ Hoffman, Chair	Jolene Pieters
Board of Supervisors	Hardin County Auditor

Chat Log from 2/24/2021

09:13:57 From dmeyer to Everyone : I am here. Investigation is moving forward.

09:16:27 From Julie Duhn to Everyone: Mr. Meyer, will there be charges in that

case and when can we expect something?

09:17:17 From Dave McDaniel to Everyone : 3 minutes

09:17:57 From Julie Duhn to Everyone : Has not been 3 minutes yet.



Hardin County

Vendor Publication Report

Payment Date Range: 03/17/2021 - 03/17/2021

Vendor Name	Vendor Number	Total Payments
2 Angels Properties, LLC	100843	200.00
AgVantage FS	690V	56,055.59
Alliant Energy	4253V	1,560.25
Amy Stephenson	100462	135.90
Beaver Creek Detailing and Glass	100581	125.00
Black Hills Energy	4450V	229.72
Bowman and Miller-P.C.	61337V	250.00
Brandi Hartwig	100742	72.90
Builders FirstSource	677V	63.42
Calhoun Burns and Associates Inc	5244V	299.22
Campbell Supply Co	620V	48.21
Carol Gilbert	100842	164.60
Carol J. Dellinger	100851	320.00
Contech Engineered Solutions	2398V	16,204.80
ConvergeOne, Inc	2818V	16,273.00
Corporate Translation Services Inc dba Language Link	100375	40.87
Culligan	857V	174.70
Dale Howard	855V	38.28
DataSpec Inc	383V	449.00
Drivers License Guide Company	100845	31.95
Eldora Hardware	2647V	147.50
England Contracting Inc	100028	1,947.47
Eric Oppen	100750	130.73
Fareway Food Stores-Eldora	4728V	120.00
Fareway Stores-Ia. Falls	717V	190.00
GATR Truck Center	100679	28.93
Greenbelt Home Care	61807V	667.32
Hardin Co Tire & Service Inc	4240V	369.47
Hawkeye West Pest Control	2637V	60.00
Hearing Associates, PC	100846	53.00
Heart of Iowa	6335V	3,133.56
HOLIDAY INN AIRPORT	4412V	732.48
Innovative Ag Services	868V	1,505.82
lowa Outdoors	2802V	15.00
lowa Prison Industries	809V	30.00
ISAA-Central District	5474V	140.00
Jennifer Johnson	100738	72.90
Julia Hall	2763V	175.50
Linn Adams	9245E	40.00
Lori Mulford	100841	190.90
Marcia M. Clark Marti Brooks	100706	13.00 50.00
	100705	403.55
Martin Marietta Aggregate McDowell & Sons Contractors, Inc.	4141V 62529V	230.00
McDowell & Sons Contractors, Inc. Mend Correctional Care PLLC	2724V	10,625.87
MPH Industries Inc.	1583V	447.46
Murphy Tractor & Equipment Co., Inc	2286V	477.48
NAPA Auto Parts	4290V	37.67
Omnicare Inc	100277	637.48
On Track Overhead Doors	100277	2,277.00
Orkin, 538-Waterloo	100844	64.20
Public Employee Health Fund	1782V	755.95
Quaker Security LLC	100507	2,565.00
Racom Corporation	61030V	2,565.00 59.92
Schroeder Racing Products	100534	32.00
		32.00

3/12/2021 4:25:04 PM Page 1 of 2

Vendor	Publication	Report
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Payment Date Range: 03/17/2021 - 03/17/2021

Vendor Name	Vendor Number	Total Payments
Schumacher Elevator Co.	2130V	5,444.92
Secretary of State	2116V	30.00
Shield Pest Control LLC	63086V	180.00
South Hardin Signal Review Inc	537V	88.00
Storey Kenworthy	61798V	98.76
Summit Food Service LLC	2332V	8,949.02
Theisens	6220V	206.17
Theresa A. Ritland	61919V	66.50
Thomas Craighton	100361	550.00
Times Citizen	538V	415.73
Tina M Schlemme	285E	135.00
US Bank Equipment Finance	954V	1,409.70
Veridian Credit Union	63561V	922.16
Verizon Wireless	63648V	7.02
Vista Inspection Partners LLC	100853	650.00
Wesley Wiese	522E	40.00
Wilcox Equipment	61738V	80.51
Windstream	84V	327.50
	Grand Total: 140,760.56	

3/12/2021 4:25:04 PM Page 2 of 2

HARDIN COUNTY UTILITY PERMIT APPLICATION



Permit No: <u>UT-21-0</u>	002		CONDARY ROY		
	d	☒ Permanent Installation☐ Temporary Installation			
This is a Utility Permit Application for telecommunications, electric, gas, water and sewer utilities. The applicant agrees to comply with the following permit requirements. Compliance shall be determined by the sole discretion of the County Engineer as deemed necessary to promote public health, safety, and general welfare. These requirements shall apply unless waived in writing by the County Engineer prior to installation.					
APPLICANT NAME:	Alliant Energy		WR4210705		
STREET ADDRESS:	410 Lawler Avenue				
CITY: lowa Falls		STATE: IA	ZIP: 50126		
PHONE: 641-422-17	54 FAX:	CONTACT PERSON:	Rich Menges		
d s	Replacing aging overhead electric irectional boring. Beginning 1/4 r ide of road then west on 160th o	mi north of Hwy 20 and follow	B Ave north to 160th St, on west		
	a completed location plan as an a location of the proposed line on				

2. WRITTEN NOTICE

At least five (5) working days prior to the proposed installation, an applicant shall file with the County Engineer a written notice stating the time, date, location, and nature of the proposed installation.

3 INSPECTION

The County Engineer may provide a full-time inspector during the installation of all lines to ensure compliance with this Utility Permit. The inspector shall have the right, during reasonable hours and after showing proper identification, to enter any installation site in the discharge of the inspector's official duties, and to make any inspection or test that is reasonably necessary to protect the public health, safety, and welfare.

4. INSPECTION FEES

The applicant shall pay actual costs directly attributable to the installation inspection conducted by the County Engineer. Within thirty (30) days after completion of the installation, the County Engineer shall submit a statement for inspection services rendered. The applicant agrees to reimburse the county within thirty (30) days of billing.

5. REQUIREMENTS

The installation inspector shall assure that the following requirements have been met:

- A. Construction signing shall comply with the Manual on Uniform Traffic Control Devices
- B. Depth (Add additional depth if ditch has silted to the thickness of the deposited silt.) The minimum depth of cover shall be as follows:

- C. Minimum roadway overhead clearance for utility lines shall be 20 feet.
- D. The applicant shall use reference markers in the right-of-way (ROW) boundary to locate line and changes in alignment as required by the County Engineer. A permanent warning tape shall be placed one (1) foot above all underground utility lines.
- E. All tile line locations shall be marked with references located in the ROW line.
- F. No underground utility lines shall cross over a crossroad drainage structure without approval from the County Engineer.
- G. Residents along the utility route shall have uninterrupted access to the public roads. An all weather access shall be maintained for residents adjacent to the project.
- H. After construction, granular surfacing shall be added to the road by the applicant to restore the road to its original condition. After surfacing has been applied, the road surface shall be reviewed by the County Engineer once the road has been saturated, to determine if additional surfacing on the roadway by the applicant is necessary.
- All damaged areas within the ROW shall be repaired and restored to at least their former condition by the
 applicant or the cost of any repair work caused to be performed by the county will be assessed against
 the applicant.
- J. Areas disturbed during construction which present an erosion problem shall be solved by the applicant in a manner approved by the County Engineer.
- K. All trenches, excavations, and utilities that are knifed shall be properly tamped.
- L. All utilities shall be located between the bottom of the backslope and the bottom of the foreslope, unless otherwise approved in writing by the County Engineer prior to installation.
- M. Road crossing shall be bored. The depth below the road surface shall match the minimum depth of cover for the respective utility.

6. NON-CONFORMING WORK

The County Engineer may halt the installation at any time if the applicant's work does not meet the requirements set forth in this Utility Permit Application.

7. COUNTY INFRACTION

Violation of this permit is a county infraction under Iowa Code Section 331.307, punishable by a civil penalty of \$100 for each violation. Each day that a violation occurs or is permitted to exist by the applicant constitutes a separate offense.

8. HOLD HARMLESS

The utility company shall save this county harmless of any damages resulting from the applicant's operations. A copy of a certificate of insurance naming this county as an additional insured for the permit work shall be filed in the County Engineer's Office prior to installation. The minimum limits of liability under the insurance policy shall be \$1,000,000.

9. PERMIT REQUIRED

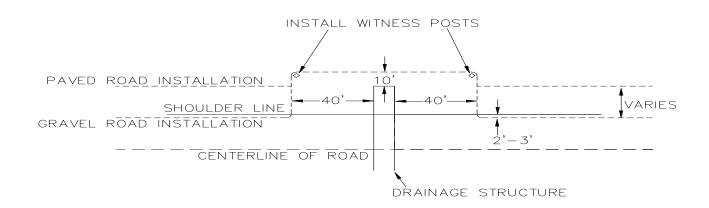
No applicant shall install any lines unless such applicant has obtained a Utility Permit from the County Engineer and has agreed in writing that said installation will comply with all ordinances and requirements of the county for such work. Applicants agree to hold the county free from liability for all damage to applicant's property which occurs proximately as a result of the applicant's failure to comply with said ordinances or requirements.

10. RELOCATION

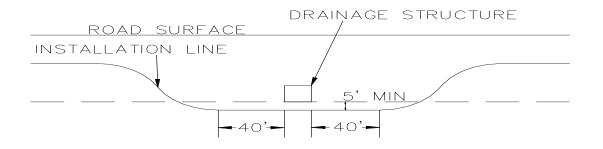
The applicant shall, at any time subsequent to installation of utility lines, at the applicant's own expense, relocate or remove such lines as may become necessary to conform to new grades, alignment or widening of ROW resulting from maintenance or construction operations for highway improvements.

DATE: <u>3/12/21</u>	COMPANY: Alliant Energy		
SIGNATURE:			
RECOMMENDED FOR APPROVAL	L .		
DATE:			
	COUNTY ENGINEER		
APPROVAL:			
DATE:			
	CHAIRMAN BOARD OF SUPERVISORS		

NON-BORED INSTALLATION DETAIL

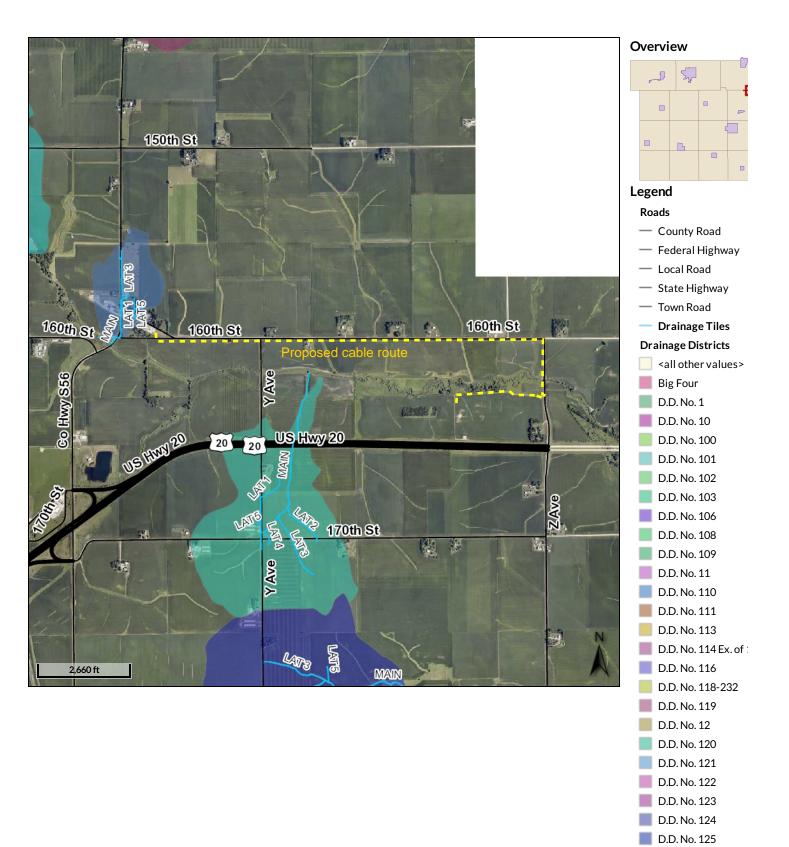


BORED INSTALLATION DETAIL

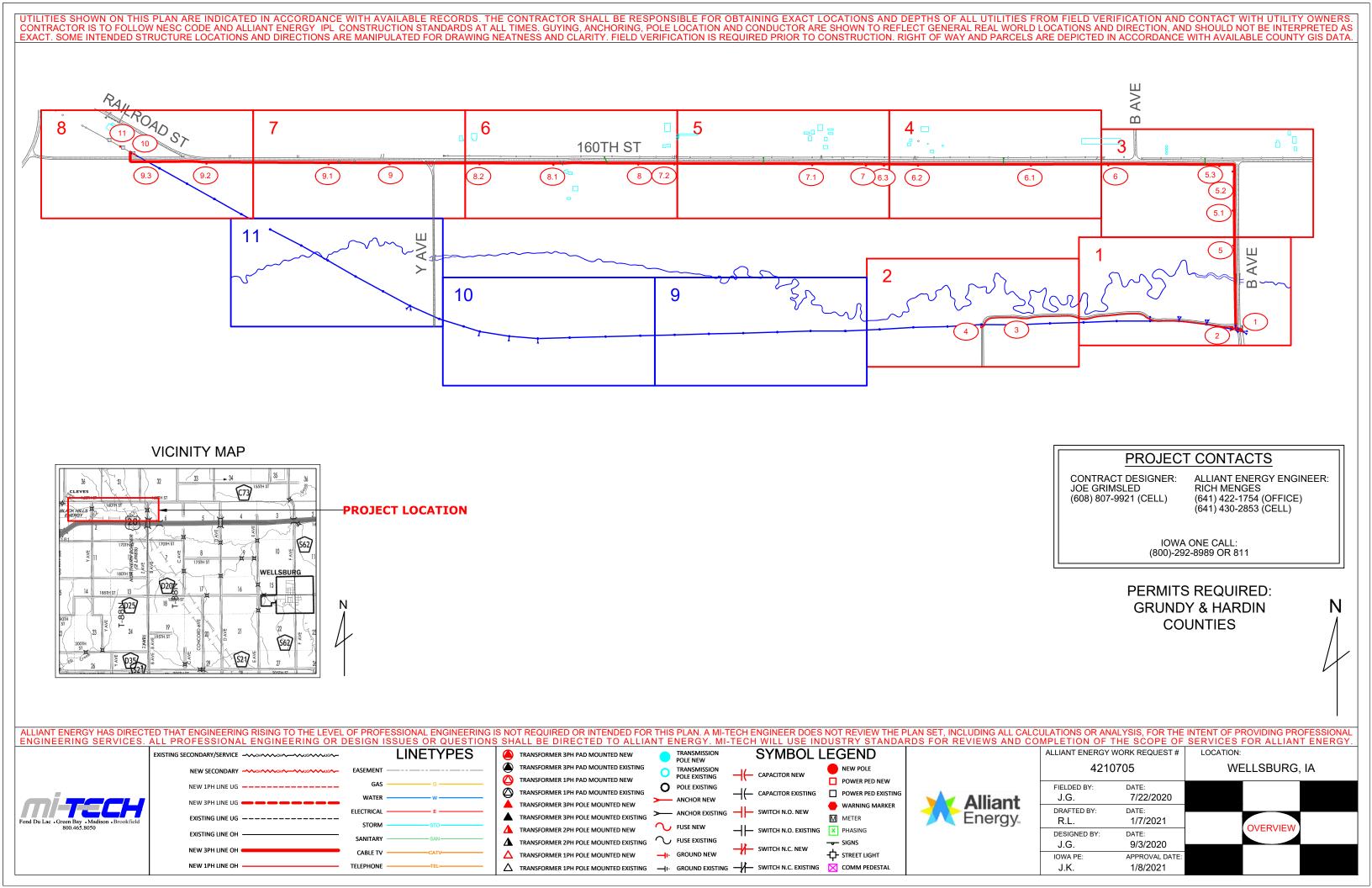


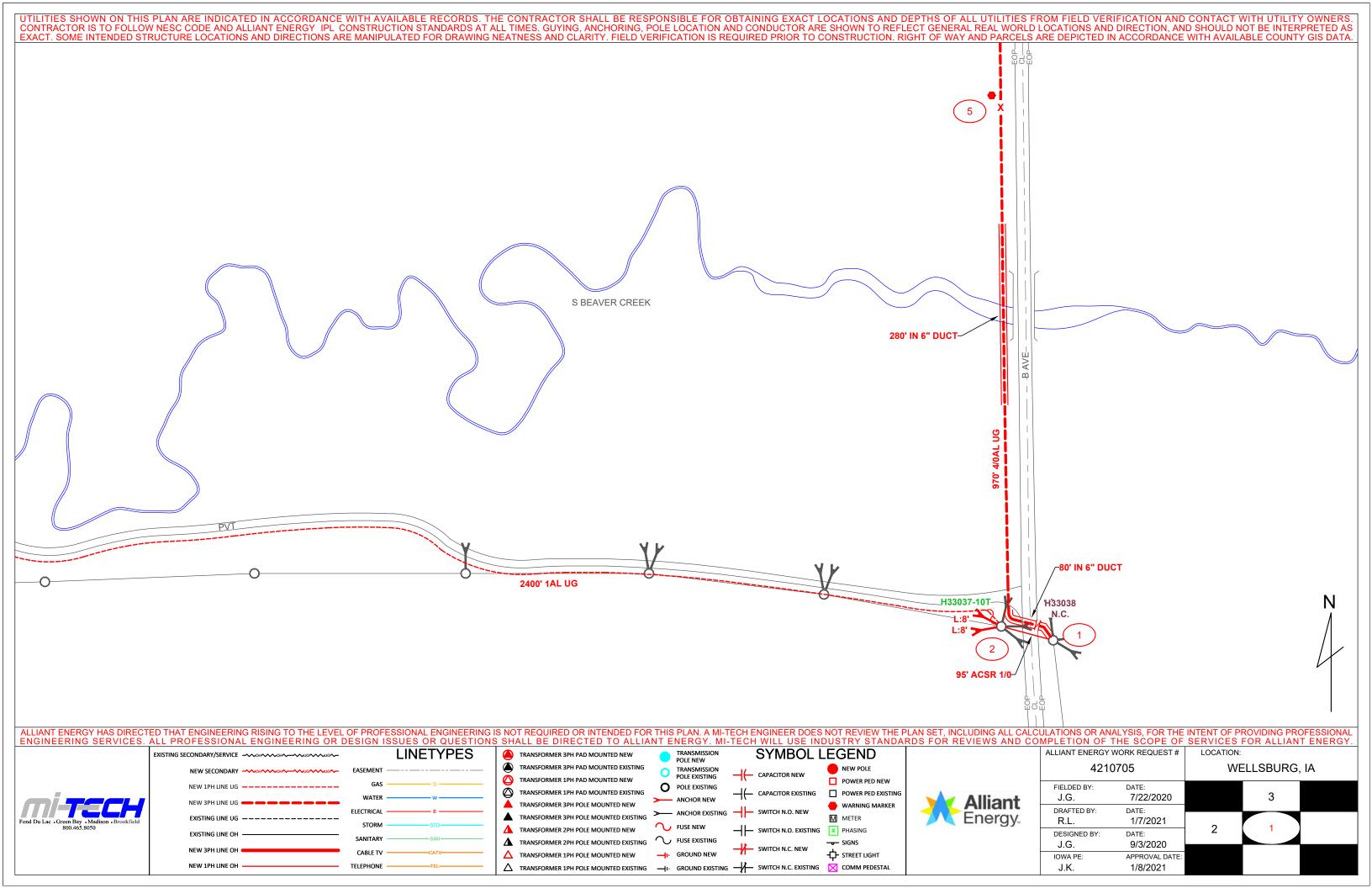
January 2012

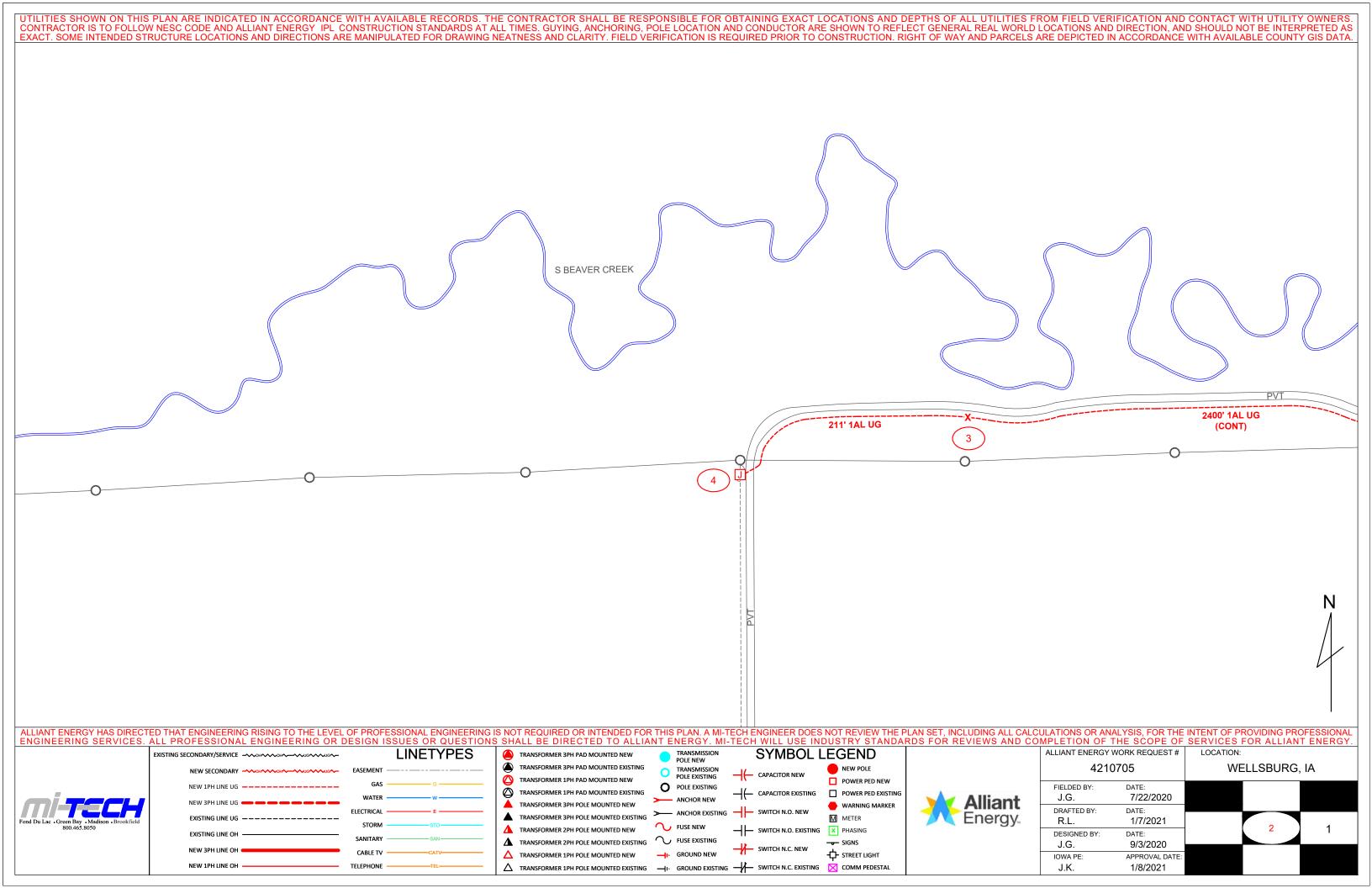
Beacon[™] Hardin County, IA

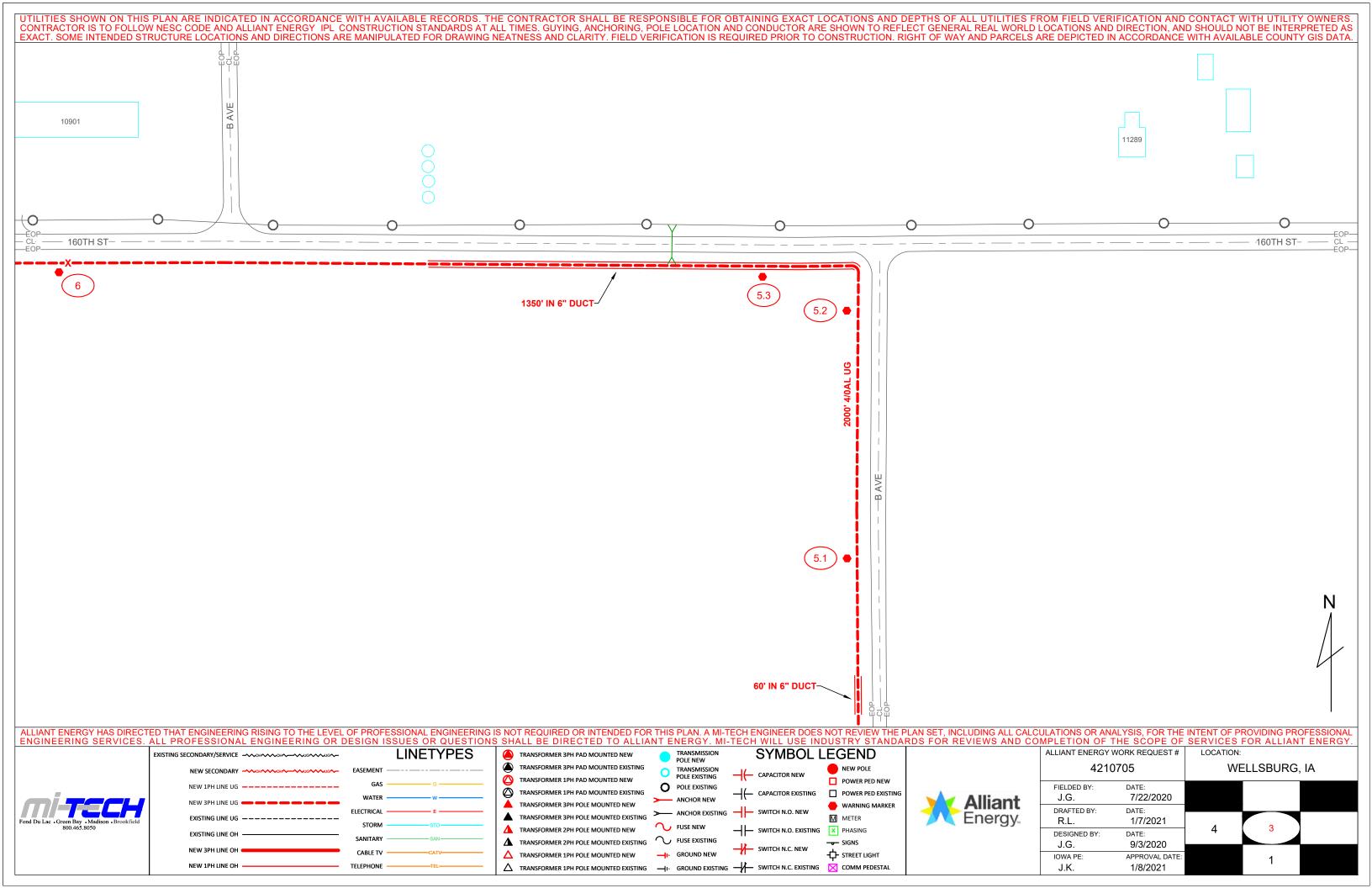


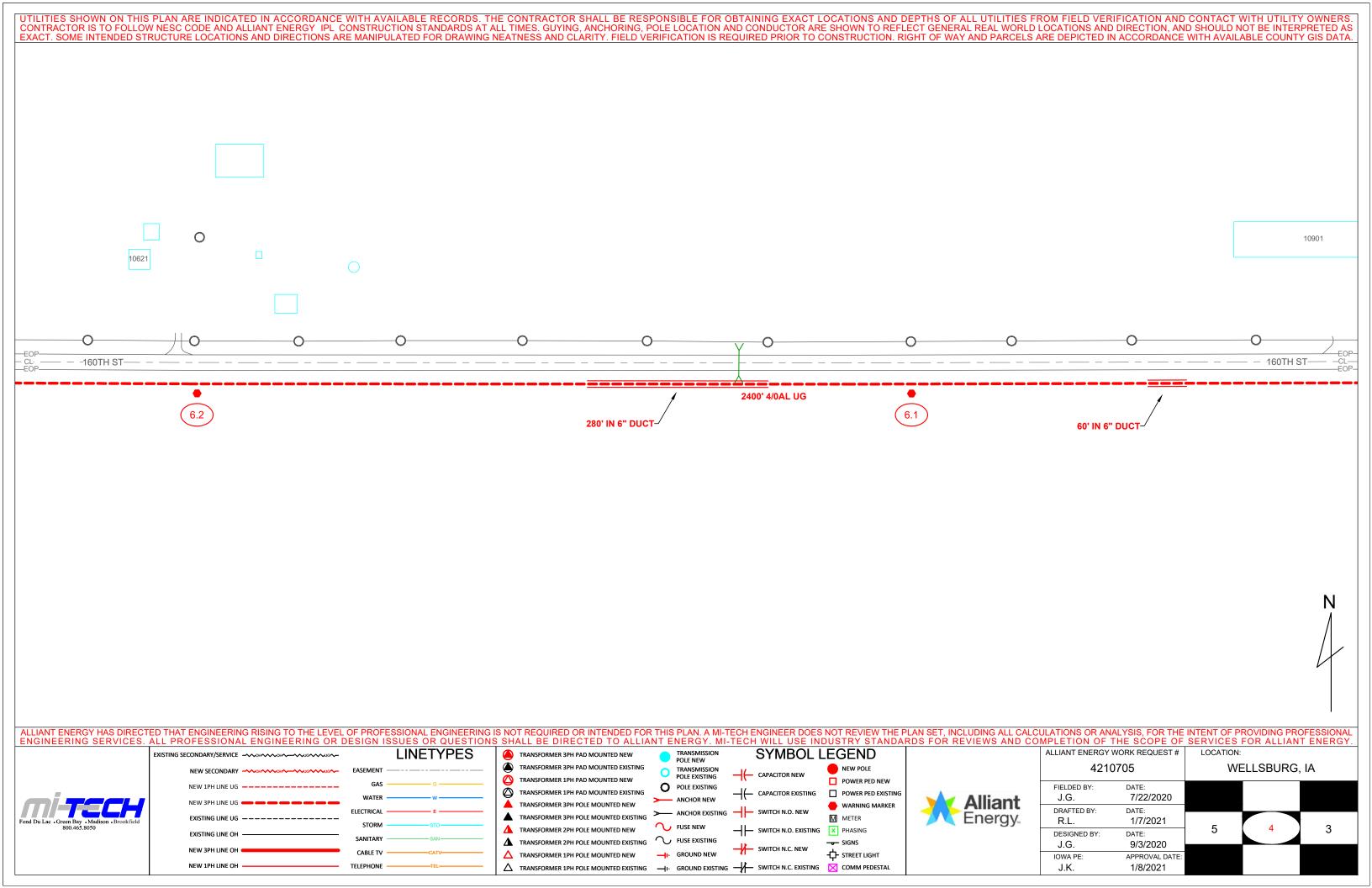
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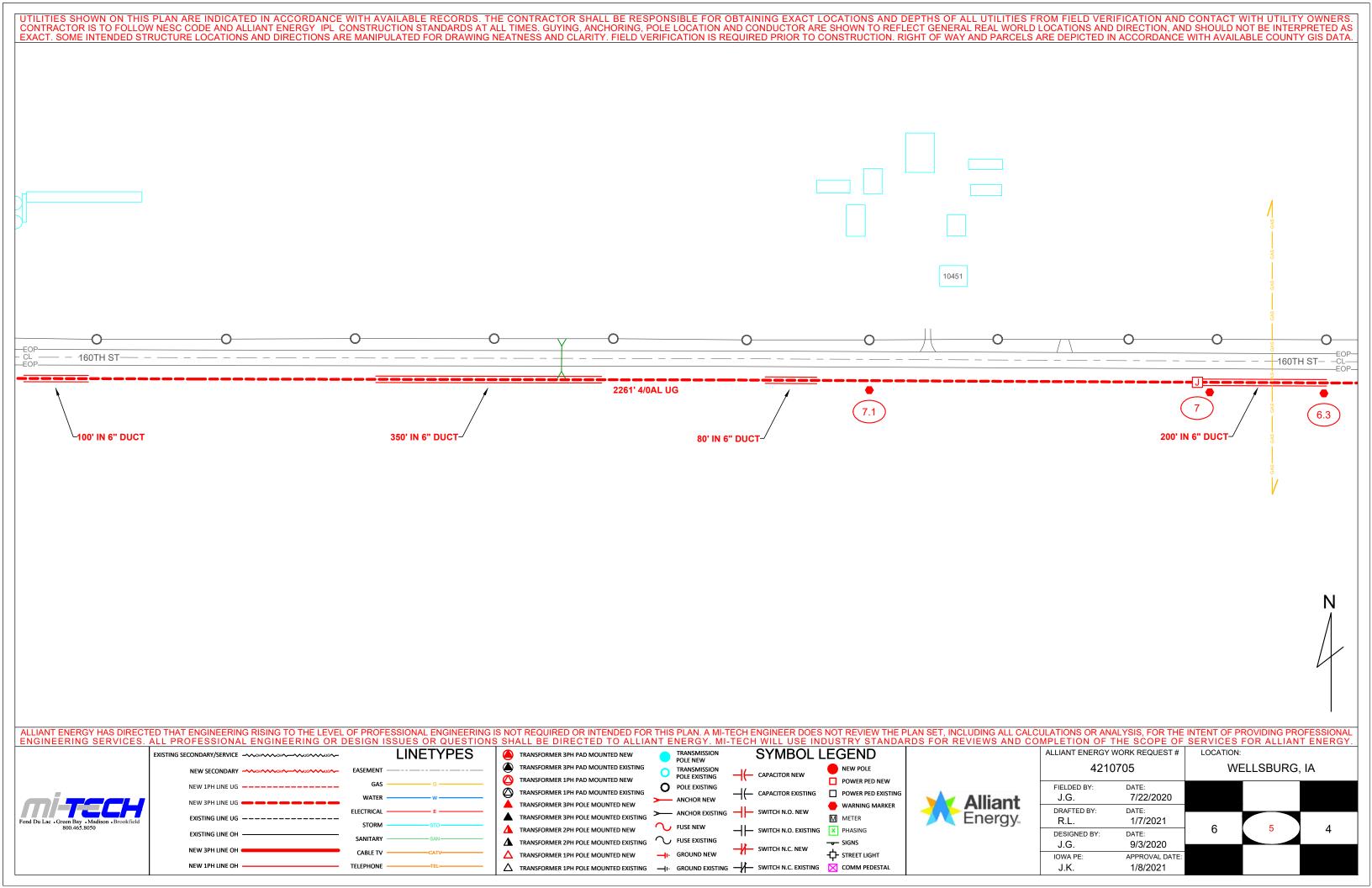


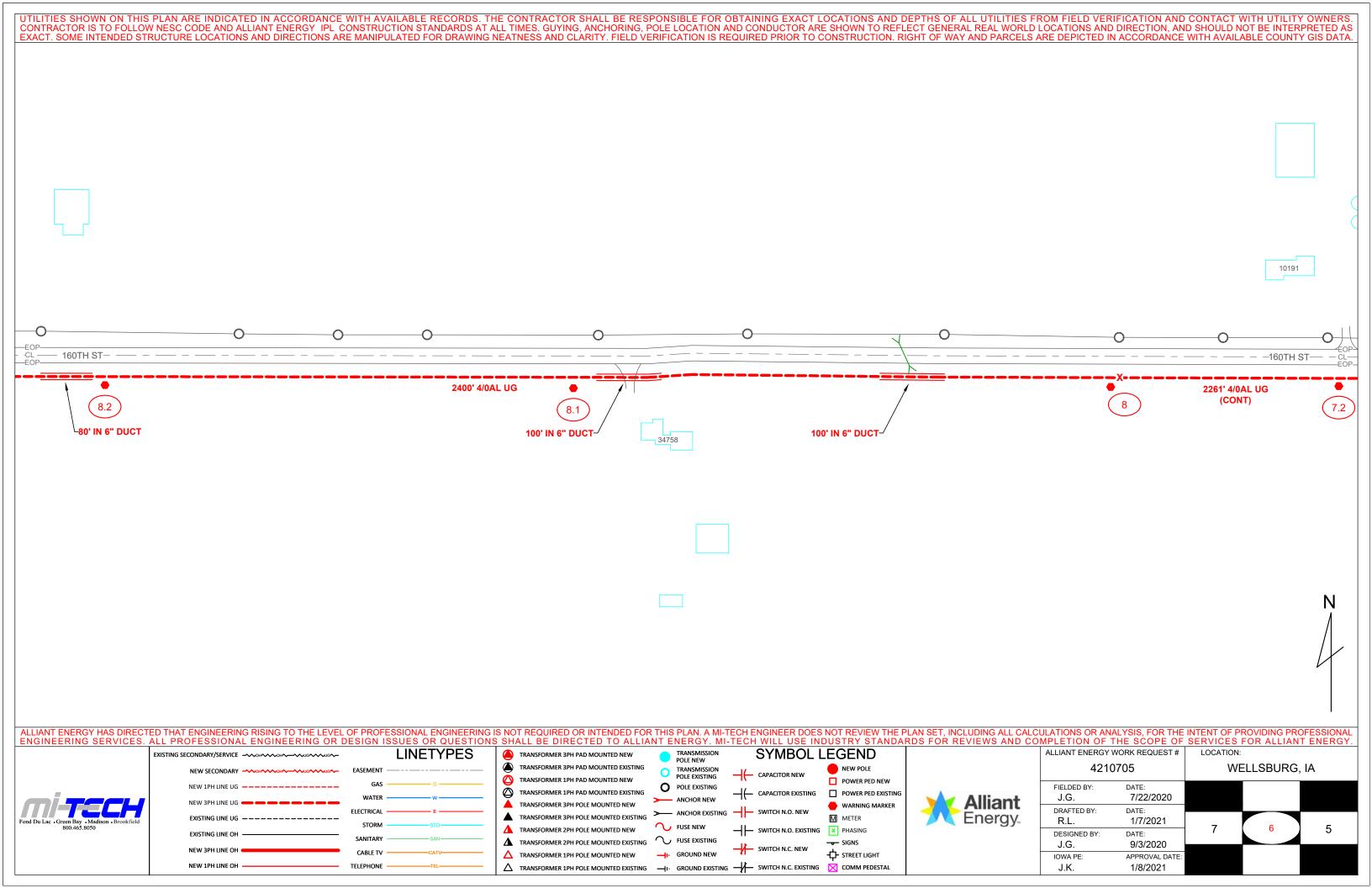


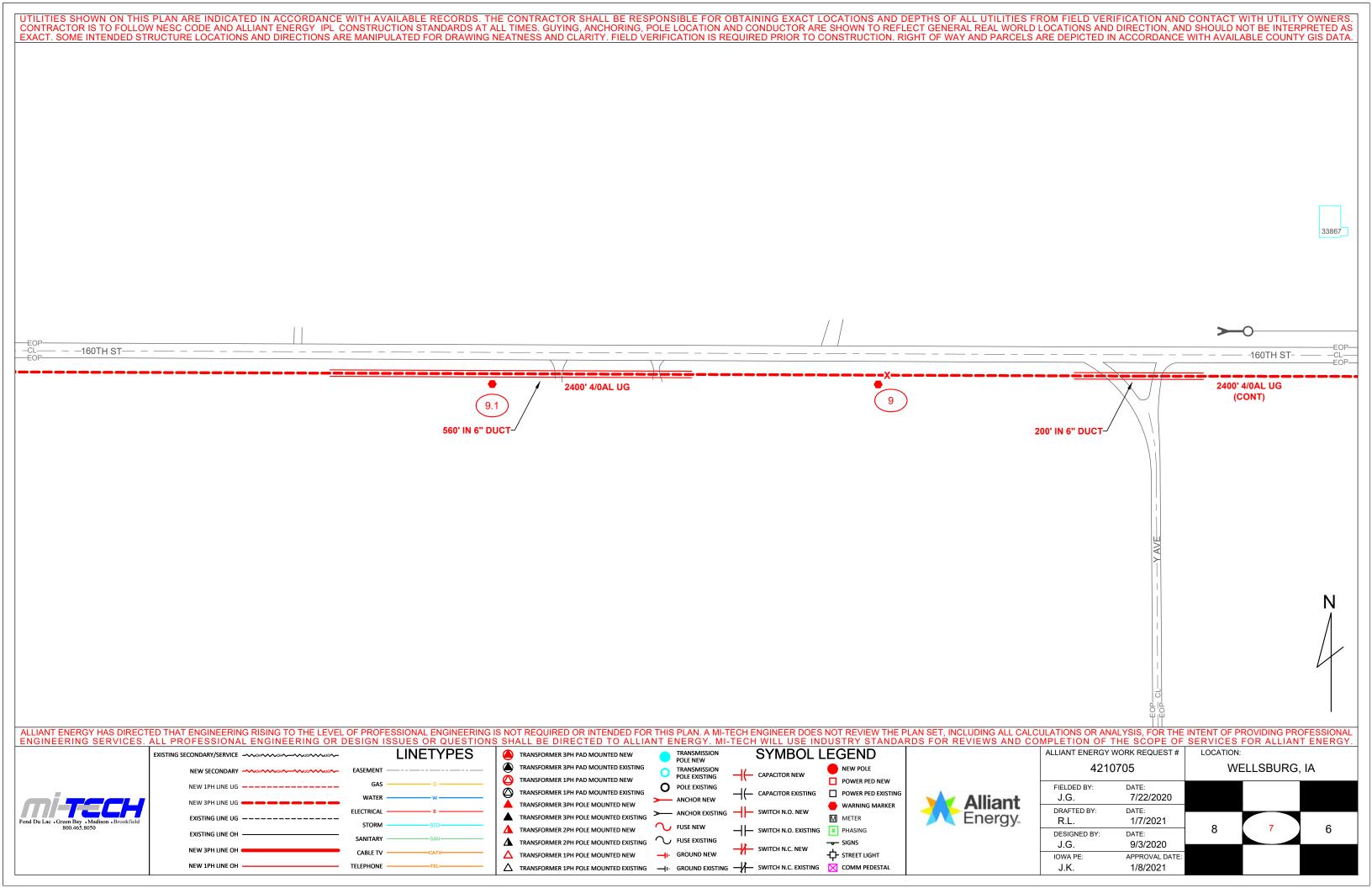


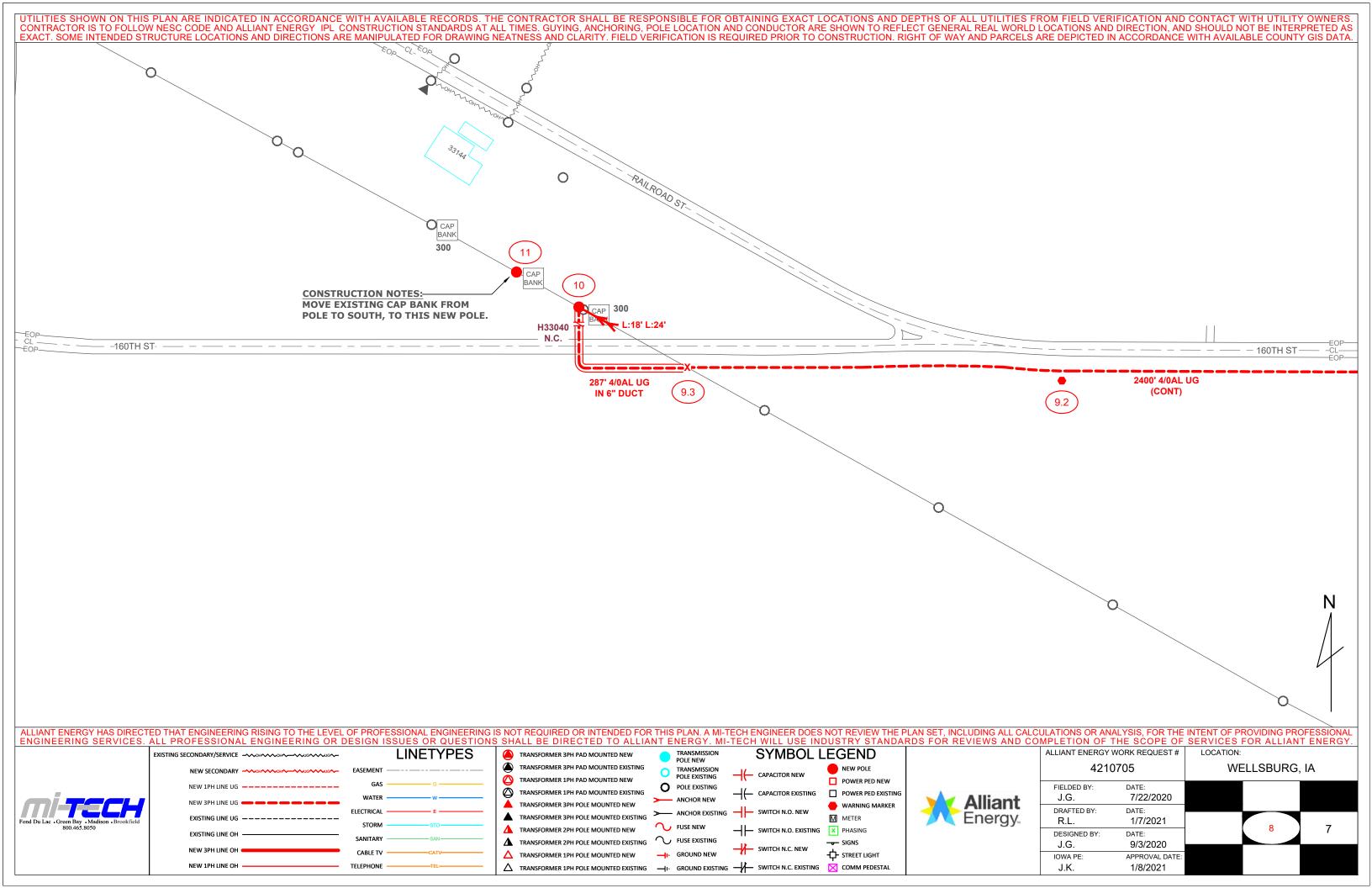


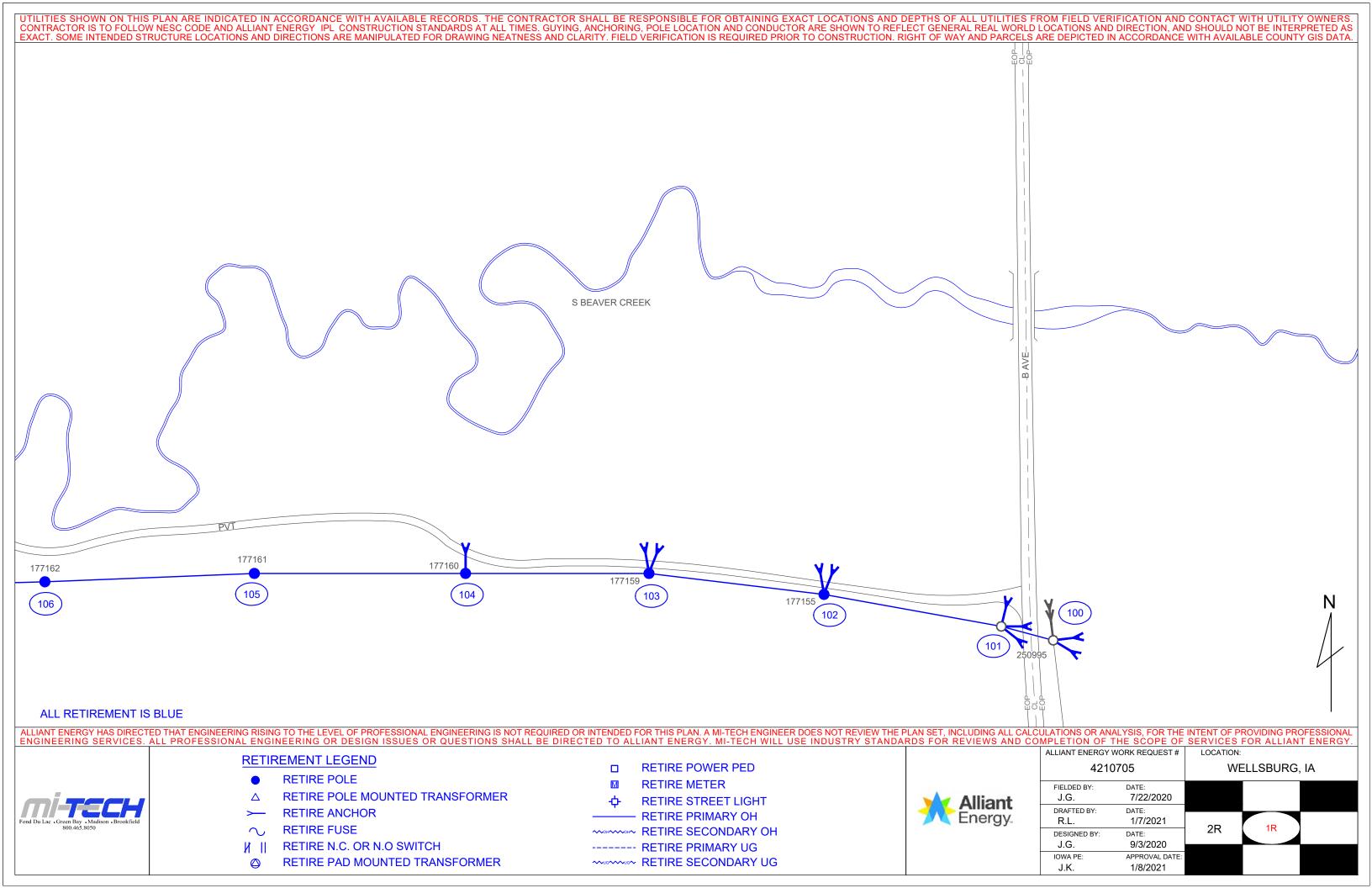


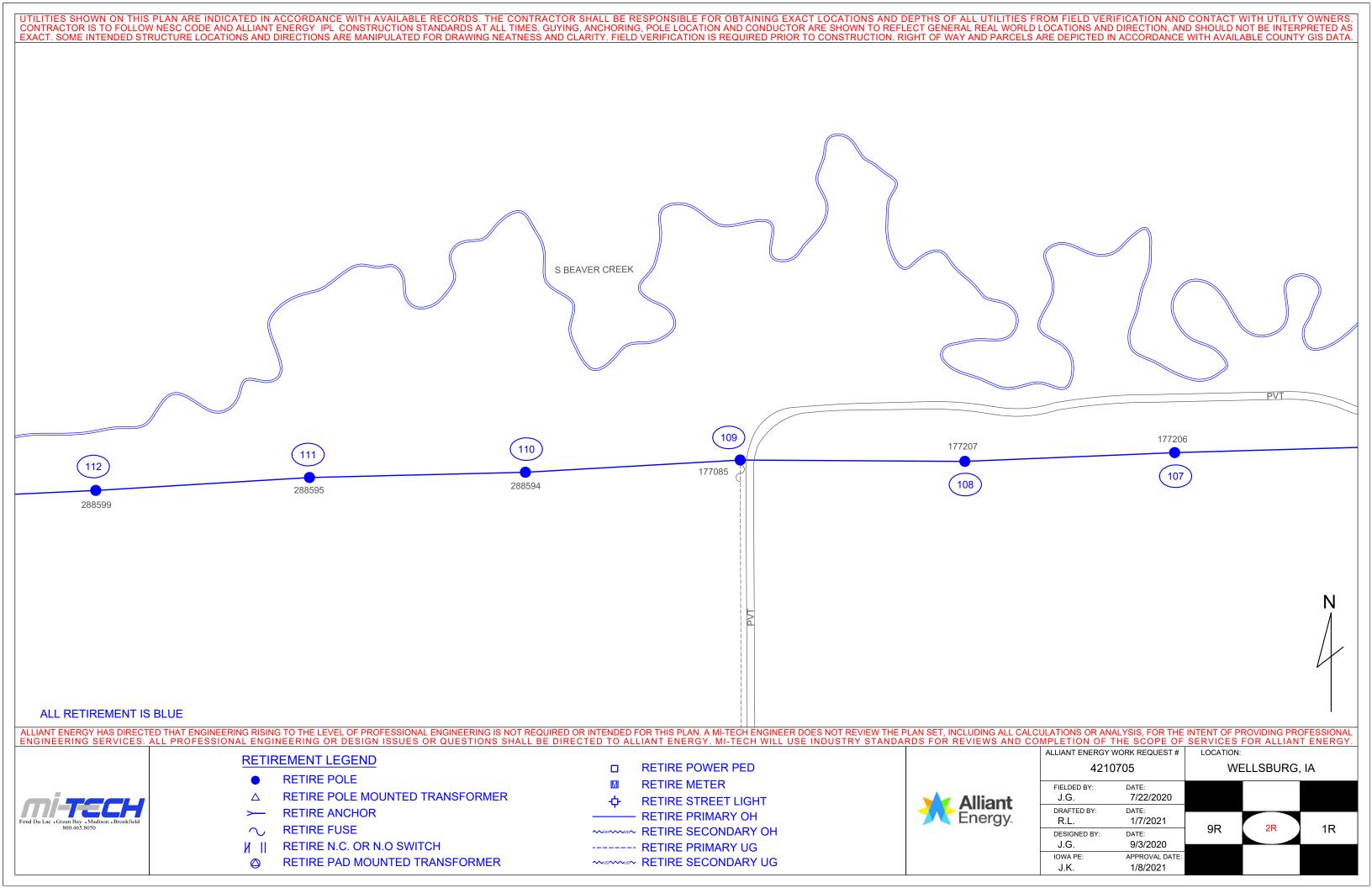


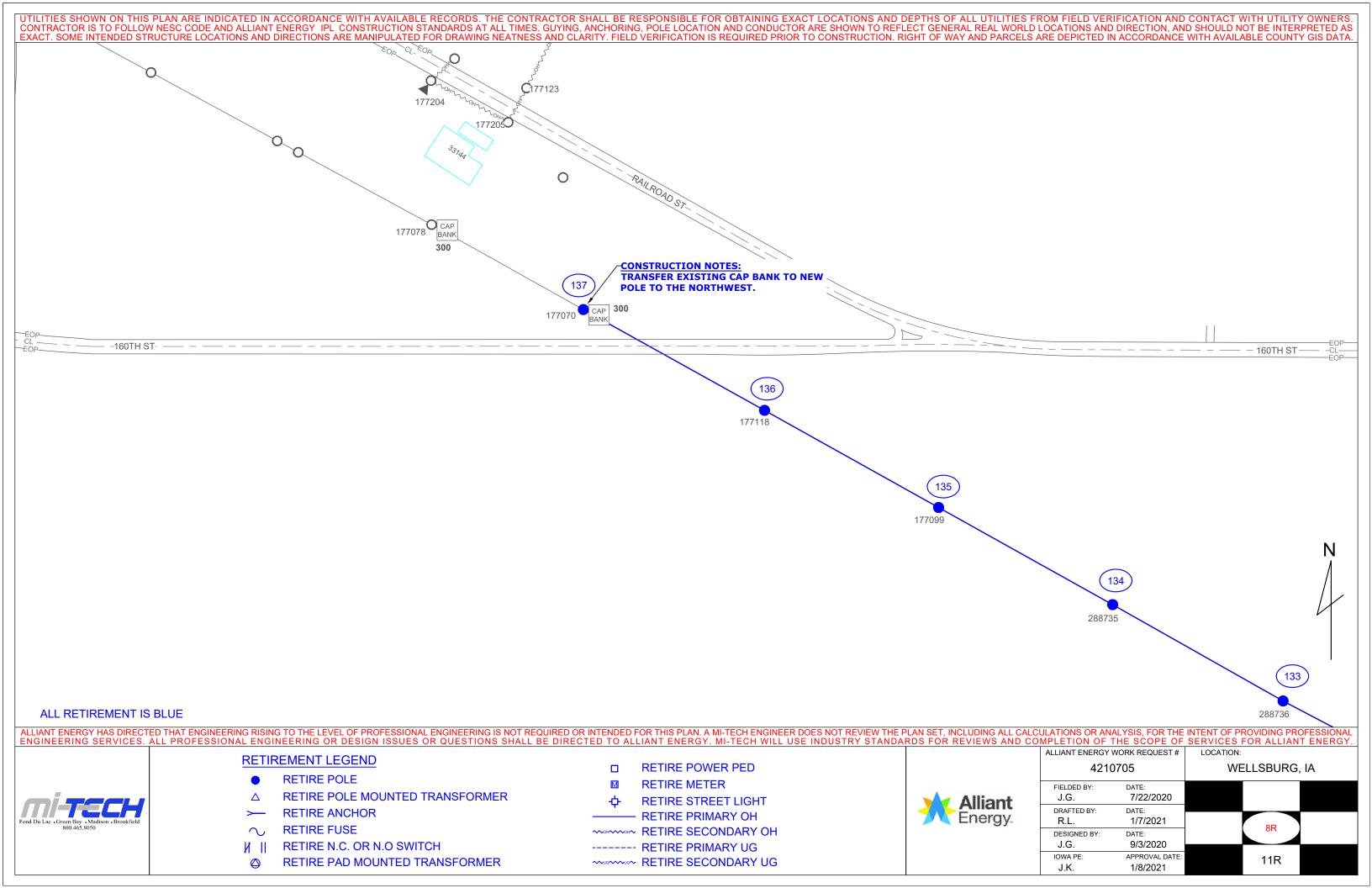


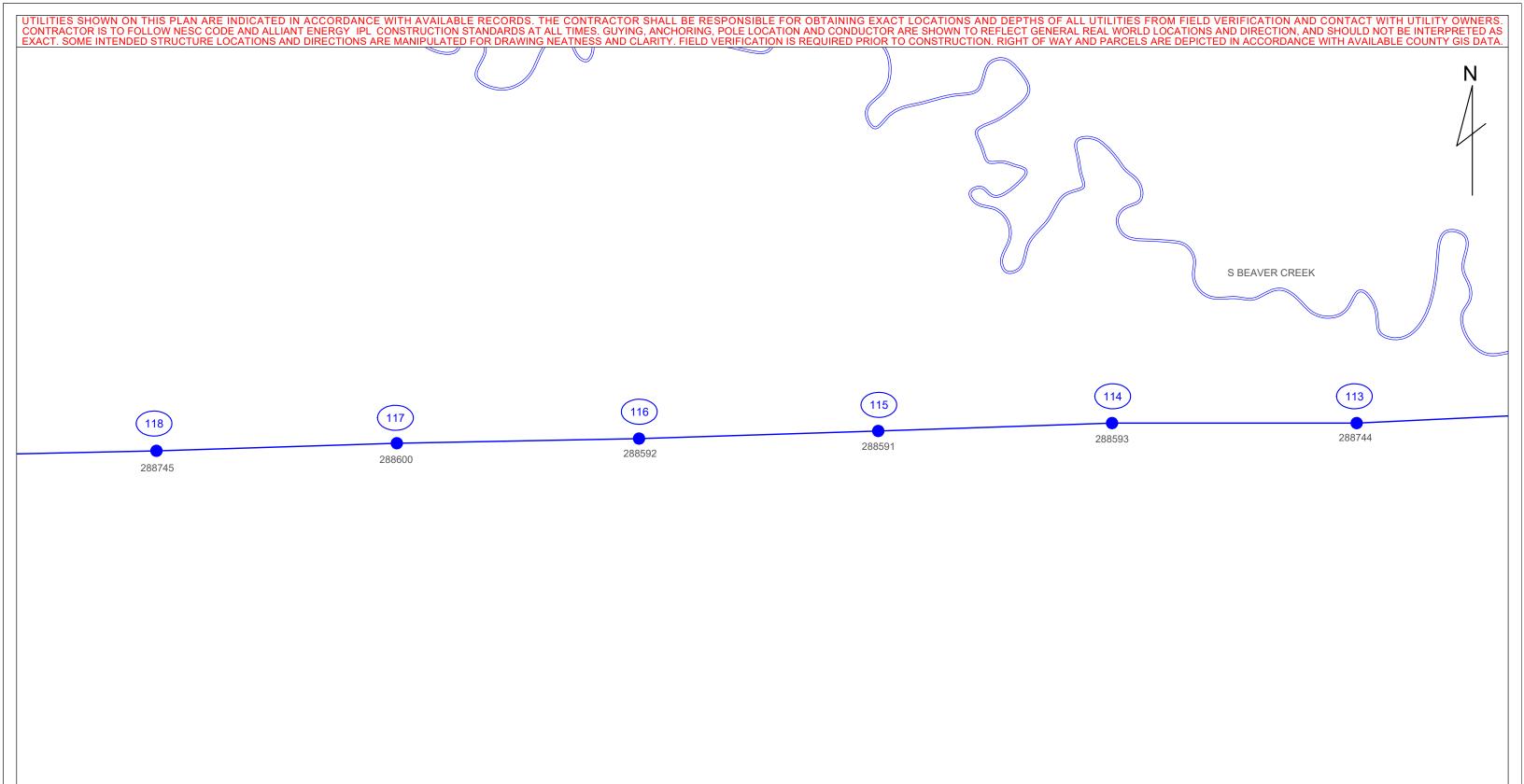












ALL RETIREMENT IS BLUE

ALLIANT ENERGY HAS DIRECTED THAT ENGINEERING RISING TO THE LEVEL OF PROFESSIONAL ENGINEERING IS NOT REQUIRED OR INTENDED FOR THIS PLAN. A MI-TECH ENGINEER DOES NOT REVIEW THE PLAN SET, INCLUDING ALL CALCULATIONS OR ANALYSIS, FOR THE INTENT OF PROVIDING PROFESSIONAL ENGINEERING OR DESIGN ISSUES OR QUESTIONS SHALL BE DIRECTED TO ALLIANT ENERGY. MI-TECH WILL USE INDUSTRY STANDARDS FOR REVIEWS AND COMPLETION OF THE SCOPE OF SERVICES FOR ALLIANT ENERGY.



RETIREMENT LEGEND

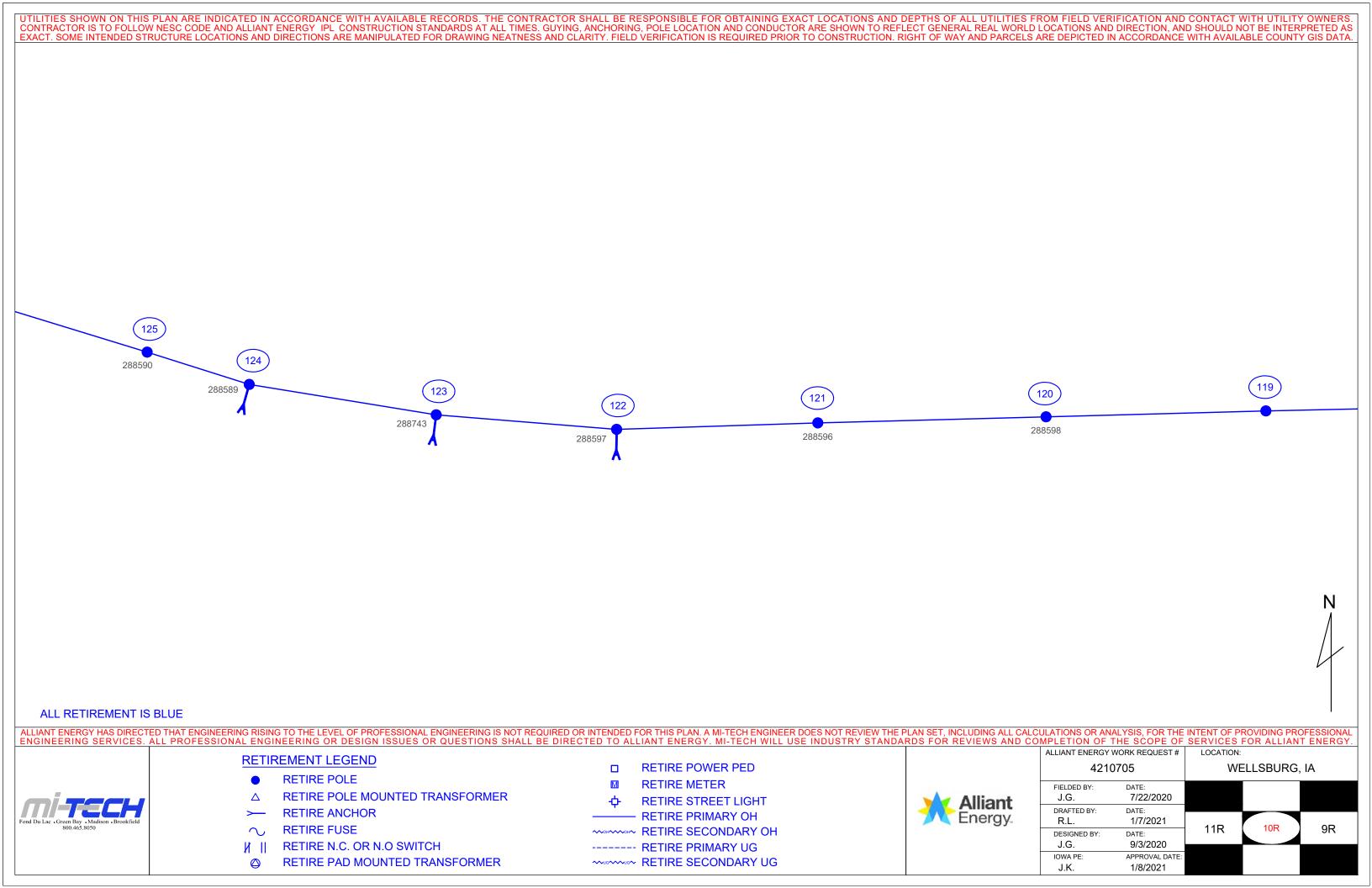
- RETIRE POLE
- △ RETIRE POLE MOUNTED TRANSFORMER
- > RETIRE ANCHOR
- | | RETIRE N.C. OR N.O SWITCH
- RETIRE PAD MOUNTED TRANSFORMER

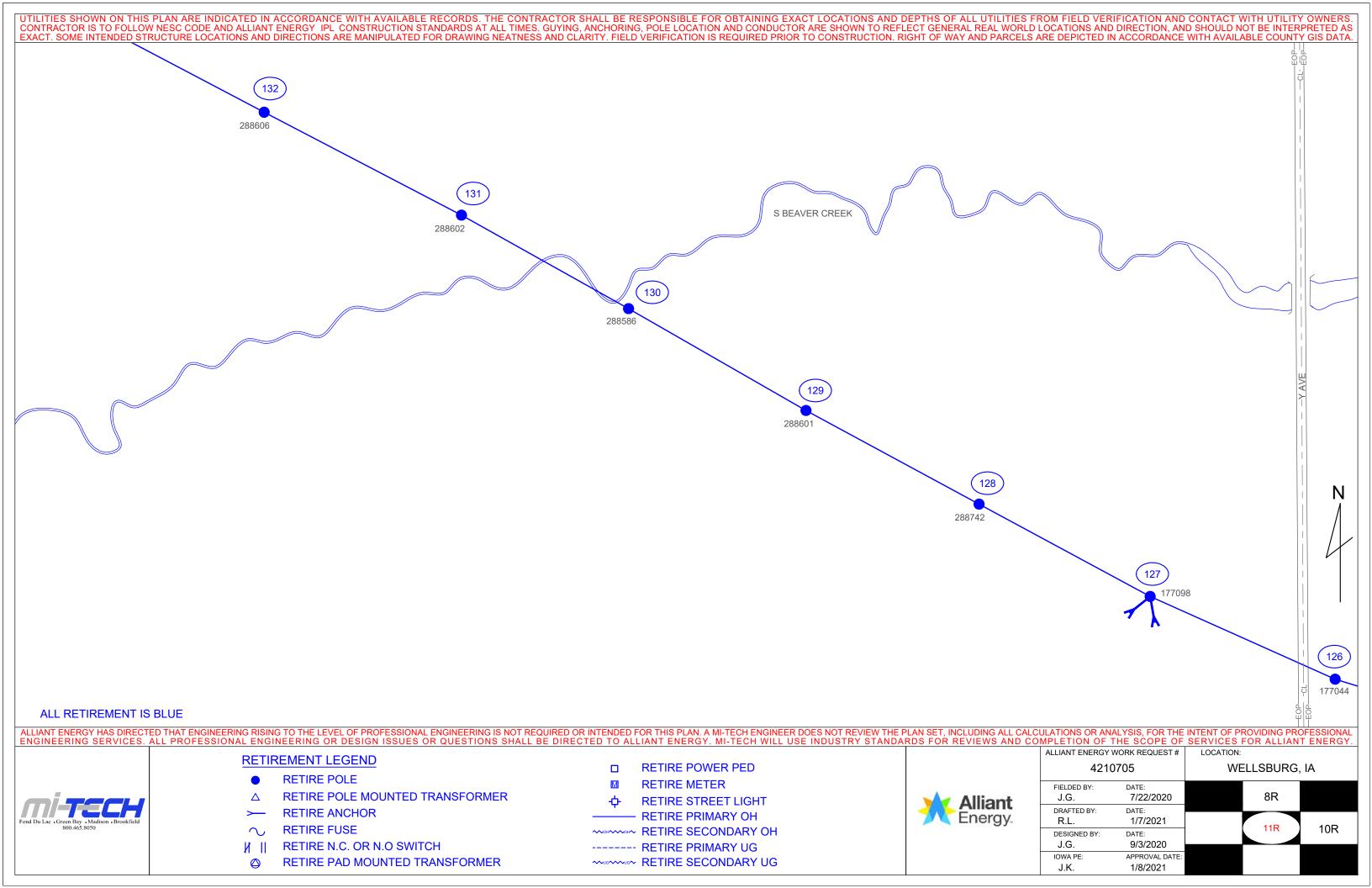
- □ RETIRE POWER PED
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******* RETIRE SECONDARY UG



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	ALLIANT ENERGY WORK REQUEST #		LOCATION:		
	4210705		WE	ELLSBURG	, IA
	FIELDED BY: J.G.	DATE: 7/22/2020			
	DRAFTED BY: R.L.	DATE: 1/7/2021	400	9R	O.D.
	DESIGNED BY: J.G.	DATE: 9/3/2020	10R	9R	2R
	IOWA PE: J.K.	APPROVAL DATE: 1/8/2021			





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

COUNTY: Hardin

PROJECT NO.: BRS-SWAP-C042(108)—FF-42

AGREEMENT NO.: 1-21-HBP-SWAP-005

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

The parties agree as follows:

- 1. The Recipient shall be the lead local governmental agency for carrying out this agreement.
- 2. All notices required under this agreement shall be in writing to the Department and the Recipient's contact person. The Department's contact persons shall be the Local Systems Project Development Engineer, Christy VanBuskirk, and Central Region Local Systems Field Engineer, Brian J. Catus. The Recipient's contact person shall be the County Engineer.
- 3. The Recipient shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 174770
 - B. Location: On S57 over Honey Creek
 - C. Preliminary Estimated Total Eligible Costs: \$600,000
- 4. The eligible project construction limits shall include the bridge plus grading and paving to reach a "touchdown point" determined by the Department. Eligible project costs include only costs associated with construction within the eligible project construction limits.
- 5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environment or permit requirements, and fees or interest associated with bonds or loans are not eligible.
- 6. 100% of the eligible construction project costs incurred after the effective date of this agreement shall be paid from Federal-aid Swap County HBP funds. The Recipient shall pay 100% of the non-eligible project costs. Reimbursed costs will be limited to Federal-aid Swap County HBP funds that are made available to counties through the HBP Funds outlined in 761 lowa Administrative Code, Chapter 161 and Local Systems Instructional Memorandum (I.M.) 1.100.
- 7. The Recipient shall conduct project development and implementation in compliance with applicable laws, ordinances, and administrative rules. For projects which also include Farm-to-Market funds, the Recipient shall follow all administrative and contracting procedures required for Farm-to-Market projects.
- 8. The project shall be let to contract within 3 years of the date this agreement is approved by the Department. If not, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the Recipient at least 30 days prior to the 3-year deadline.
- 9. The Recipient shall pay for all project costs not reimbursed with Federal-aid Swap County HBP funds.
- 10. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
- 11. This agreement is not assignable without the prior written consent of the Department.

County	Bridge	Program	Swap	Agreeme	nt
Page 2					

Central Region

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

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

County Signature Block				
This agreement was approved by official act	tion of the Hardin County Board of Supervisors in official session on			
theday of	, 20			
County Auditor	Chair, County Board of Supervisors			
IOWA DEPARTMENT OF TRANSPORTAT Highway Administration	ION			
ByBrian J. Catus, P.E. Local Systems Field Engineer	Date, 20			

EXHIBIT 1

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

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

1. General Requirements.

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

2 Programming

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

3. Design and Consultant Services

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

4. Environmental Requirements and other Agreements or Permits.

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

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

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

6. Contract Procurement.

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

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

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

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

7. Construction.

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

8. Reimbursements.

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

9. Project Close-out.

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

March 3, 2021

Taylor Roll, P.E. Hardin County Engineer 708 16th Street Eldora, IA 50627-0534

RE:

SUPPLEMENTAL AGREEMENT NO. 2 - FINAL DESIGN

BRIDGE NO. ALDEN 3267 / FHWA NO. 000110 PROJECT NO. BHS-SWAP-0077(601)--FC-42

CB&A PROJECT NO. 2018210.00

Dear Mr. Roll:

This Supplemental Agreement No. 2 is submitted in accordance with our current Consulting Engineering Contract dated July 9, 2018 for bridge engineering services to perform final bridge design of the Main St. Bridge over the Iowa River in the City of Alden. This project is the subject of our preliminary design work recently submitted (Attachment A).

Now that the actual type, size, and location of the replacement bridge has been determined, the identified replacement structure is a 167'-0 x 28'-0 continuous concrete slab bridge at a 0° skew. This includes a 5'-0 sidewalk on the upstream side with lighting and a decorative steel fence to replicate the existing fence. In addition, there are about two (2) stations of roadway work to connect the bridge to the road system.

We propose to perform the final design work for the following additional fees:

V.B. ROAD PLANS

Final Design: Lump Sum = \$ 4,100.00

Final Detailing: Lump Sum = \$ 3,400.00

Final Drafting: Lump Sum = \$ 3,900.00

V.C. BRIDGE PLANS

Final Design: Lump Sum = \$39,900.00

Final Detailing: Lump Sum = \$32,500.00

Final Drafting: Lump Sum = \$37,800.00

Taylor Roll, P.E. March 3, 2021 Page 2

Submittals, Administration, Coordination, Meetings, etc.:

Hourly Rates at about \$ 5,000.00

Review Shop Drawings, Review Falsework,

Consultation During Construction, etc.:

Hourly Rates at about \$10,000.00

V.D. CULTURAL, HISTORICAL, ARCHAEOLOGICAL INVESTIGATIONS - EOR IOWA, LLC.

Photographic Documentation of the existing bridge elements per MOA:

Lump Sum = \$ 2,500.00

V.H. SUBSURFACE INVESTIGATIONS – Allender Butzke Engineers

Pre-construction Vibration Monitoring of adjacent two Water St. buildings:

Lump Sum = \$15,500.00

All provisions of the Contract and Supplemental Agreement No. 1 remain in place except as modified by this Supplemental Agreement No.2

Enclosed are two copies of Supplemental Agreement No. 2. Please review this submittal and, if acceptable, obtain the required County signatures and return one executed copy to me. Also, email an executed copy to Brian Catus, P.E., Local Systems Field Engineer—Central Region, at the Iowa DOT to start the process of payment from your Farm-To-Market road fund. His signature is no longer required.

Calhoun-Burns and associates is prepared to proceed with the final design work on this project upon your notice to proceed. We will continue to do a good job for you and Hardin County.

Sincerely,	APPROVED FOR HARDIN COUNTY:			
100010 11	APPROVED FOR HARDIN COUNTY.			
Whole B. Valutat				
MICHAEL A. VANDER WERT, P.E. PRESIDENT	BOARD OF SUPERVISORS – CHAIR			
	ATTESTED BY:			
	Taylor Polit DE			
	Taylor Roll, P.E. Hardin County Engineer			
	DATE:			

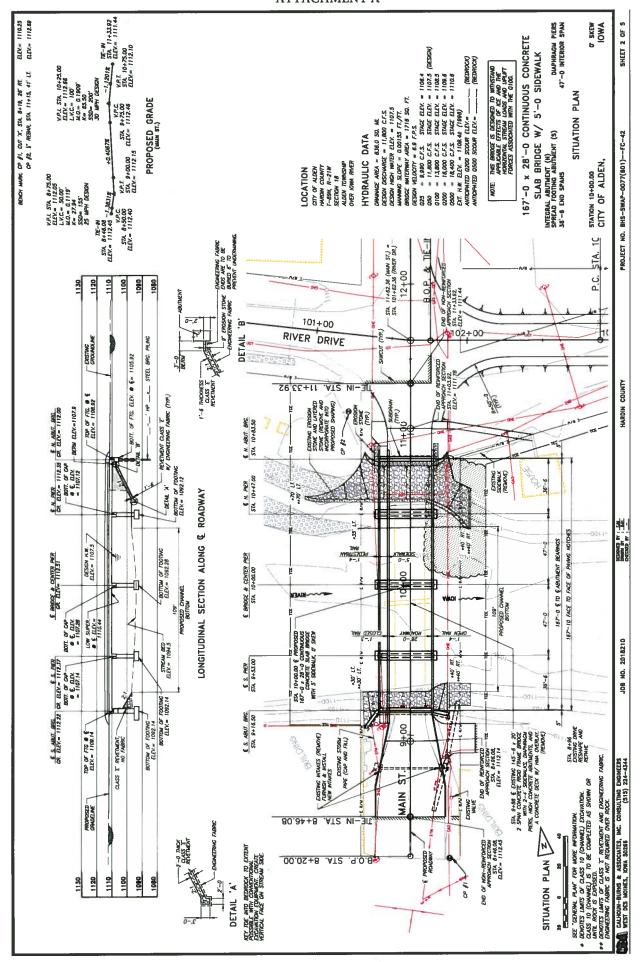
HOURLY BILLING RATES (EFFECTIVE JULY, 2020)

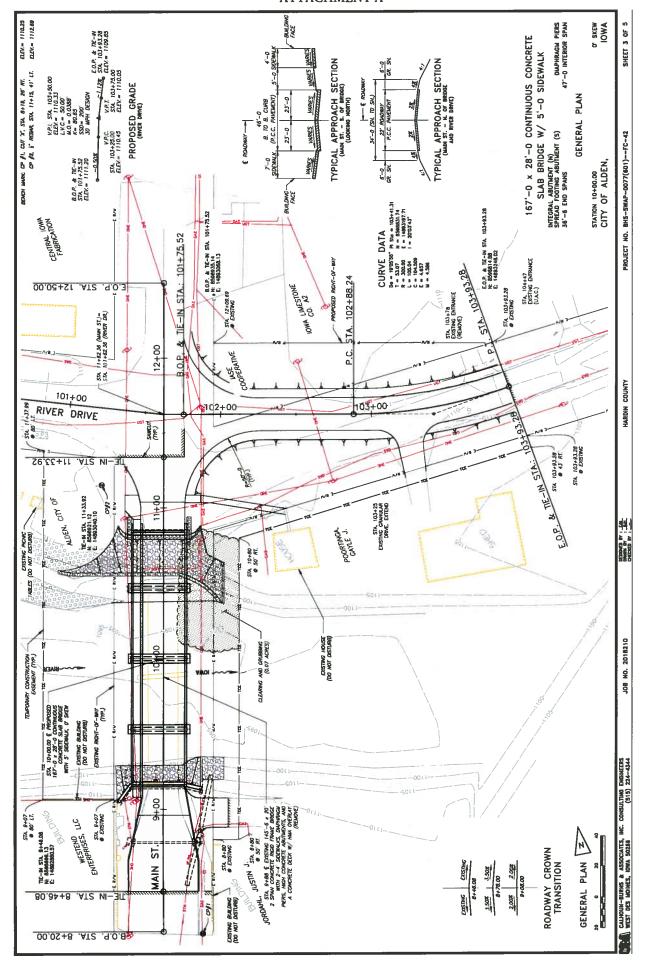
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PRINCIPAL OF FIRM IV PRINCIPAL OF FIRM III PRINCIPAL OF FIRM I PRINCIPAL OF FIRM I	\$ \$ \$	212.00 204.00 196.00 187.00	/ HOUR / HOUR / HOUR / HOUR	
SENIOR PROJECT MANAGER IV SENIOR PROJECT MANAGER III SENIOR PROJECT MANAGER II SENIOR PROJECT MANAGER I	\$ \$ \$	172.00 168.00 164.00 160.00	/ HOUR / HOUR / HOUR / HOUR	
PROJECT MANAGER IV PROJECT MANAGER II PROJECT MANAGER II PROJECT MANAGER I	\$ \$ \$	162.00 158.00 154.00 149.00	/ HOUR / HOUR / HOUR / HOUR	
SENIOR PROJECT ENGINEER IV SENIOR PROJECT ENGINEER III SENIOR PROJECT ENGINEER II SENIOR PROJECT ENGINEER I	\$ \$ \$	148.00 140.00 131.00 122.00	/ HOUR / HOUR / HOUR / HOUR	
PROJECT ENGINEER IV PROJECT ENGINEER III PROJECT ENGINEER II PROJECT ENGINEER I	\$ \$ \$	137.00 127.00 117.00 107.00	/ HOUR / HOUR / HOUR / HOUR	
SENIOR DESIGN ENGINEER IV SENIOR DESIGN ENGINEER III SENIOR DESIGN ENGINEER I SENIOR DESIGN ENGINEER I	\$ \$ \$	124.00 114.00 104.00 94.00	/ HOUR / HOUR / HOUR / HOUR	
DESIGN ENGINEER IV DESIGN ENGINEER III DESIGN ENGINEER II DESIGN ENGINEER I	\$ \$ \$	114.00 108.00 102.00 96.00	/ HOUR / HOUR / HOUR / HOUR	
Engineer Intern	\$	81.00	/ HOUR	
SENIOR TECHNICIAN IV SENIOR TECHNICIAN III SENIOR TECHNICIAN II SENIOR TECHNICIAN I	\$ \$ \$	123.00 118.00 113.00 108.00	/ HOUR / HOUR / HOUR / HOUR	
TECHNICIAN IV TECHNICIAN III TECHNICIAN II TECHNICIAN I	\$ \$ \$	109.00 105.00 100.00 97.00	/ HOUR / HOUR / HOUR / HOUR	
OFFICE MANAGER	\$	137.00	/ HOUR	
ADMINISTRATIVE ASSISTANT IV ADMINISTRATIVE ASSISTANT III ADMINISTRATIVE ASSISTANT II ADMINISTRATIVE ASSISTANT I	\$ \$ \$	93.00 89.00 85.00 81.00	/ HOUR / HOUR / HOUR / HOUR	
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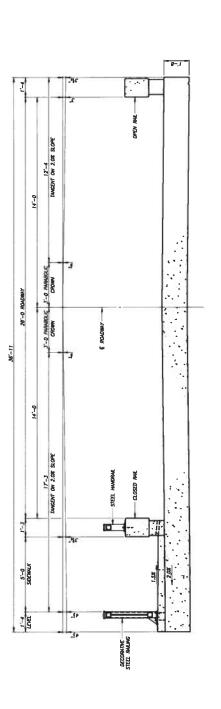
MILEAGE: CURRENT IRS STANDARD RATE EXPENSES: ACTUAL COST

HOURLY RATES SHALL BE ADJUSTED ANNUALLY IN ACCORDANCE WITH CONSULTING ENGINEERS' NORMAL BUSINESS PRACTICE.

TOTAL SHEETS SHEET 1 OF 5 In the second of the several control of the s PROJECT NO. BHS-SWAP-0077(601)--FC-42 FHWA NO. 000110 COUNTY BR. NO. 3267 BOARD OF SUPERVISORS TITLE SHEET
STUATION PLAN
GENERAL PLAN
SUPERSTRUCTURE DETAILS
END POST DETAILS INDEX OF SHEETS PROJECT NO. BHS-SWAP-0077(601)--FC-42 1-800-292-8989 HIS PROJECT IS COUPERD BY THE TOWA, DEPARTMENT OF MATURAL RESOURCES WIDES GENERAL PERMIT NO. 2. THE CONTRACTOR SHALL CARRY OUT THE TERMS NON CORONIDIONS OF GENERAL PERMIT NO. 2. AND THE STRAW MATER POLLUTION PREVENTION PLAN WHICH IS A PART OF HESE CONTRACT GOOCHMENTS, REFER TO SECTION 2602 OF THE STANDARD SPECIFICATIONS FOR ADDITIONAL INFORMATION. ON MAIN ST. ALDEN, OVER 10WA RIVER, S18 T89 R21 REFER TO THE PROPOSAL FORM FOR LIST OF APPLICABLE SPECIFICATIONS. 2017, TRAFFIC COUNT = 1660 V.P.D. - MAIN STREET BRIDGE REPLACEMENT - CCS 0.0814 0.0412 0.1226 2017, TRAFFIC COUNT = 790 V.P.D. - RIVER DRIVE UN.FT. MILES PROJECT NO. BHS-SWAP-0077(601)--FC-42 PLANS OF PROPOSED IMPROVEMENT ON THE FARM TO MARKET SYSTEM 430.00 217.76 647.76 HARDIN COUNTY Highway Division RIVER DR. STA. 101+75.52 TO STA. 103+83.28 MILEAGE SUMMARY UTILITY CONTACTS MAIN ST. STA. 8+20.00 TO STA. 12+50.00 HARDIN (ADDRESS: 1900 JUNI STREET ON ACCION TO THE TOTAL WASTE, 1919 JUNI TOTAL LENGTH COMPANY E.O.P. STA. 12+50.00 NO. 2018210 CONSTRUCT THIS PROJECT ACCORDING TO THE REQUIREMENTS OF U.S. ARMY CORPS OF ENGINEERS MATROWNIDE PERMIT 14, PERMIT MO. 2019—1131. A CORP OF THIS FIRM THE IOWN DOT WEESTE (HTD./, Permy martin. Land. ALM. CORPS OF CHOINERS RESERVES THE RIGHT TO VISIT THE SITE WITHOUT PRIOR NOTICE. 80 167'-0 x 26'-0 CONTINUOUS CONCRETE SLAB BRIDGE WITH 5' SIDEWALK, O' SKEW STANDARD ROAD PLANS ARE LISTED ON SHEET ⋖⋾ SECTION 404 PERMIT AND CONDITIONS B.O.P. STA. 8+20.00 E.O.P. STA. 12+50.00 FHWA NO. 000110 STATION 10+00.00 PROPOSED 167'-0 x 28 STANDARD ROAD PLANS CALHOUN-BUINNS & ASSOCIATES, INC. CONSULTING ENGINEERS WEST DES MOINES, 10WA 50266 (515) 224-4344 R-21W PROJECT LOCATION (NOT TO SCALE) N69-LETTING DATE: AUGUST 17, 2021 PROJECT NO. BHS-SWAP-0077(601)--FC-42 НАКВІИ СОЛИТУ BRIDGE REPLACEMENT - CCS







SECTION NEAR MID SPAN

DIAPHRAGM PIERS 47'-0 INTERIOR SPAN 167'-0 x 28'-0 CONTINUOUS CONCRETE SLAB BRIDGE W/ 5'-0 SIDEWALK INTERAL ABUTHERT (8) DIAPHRADA PIEL SPREAD FORMS SUFFLAD FORMS SPANS (47-0 INTERIOR SPANS)

SUPERSTRUCTURE DETAILS

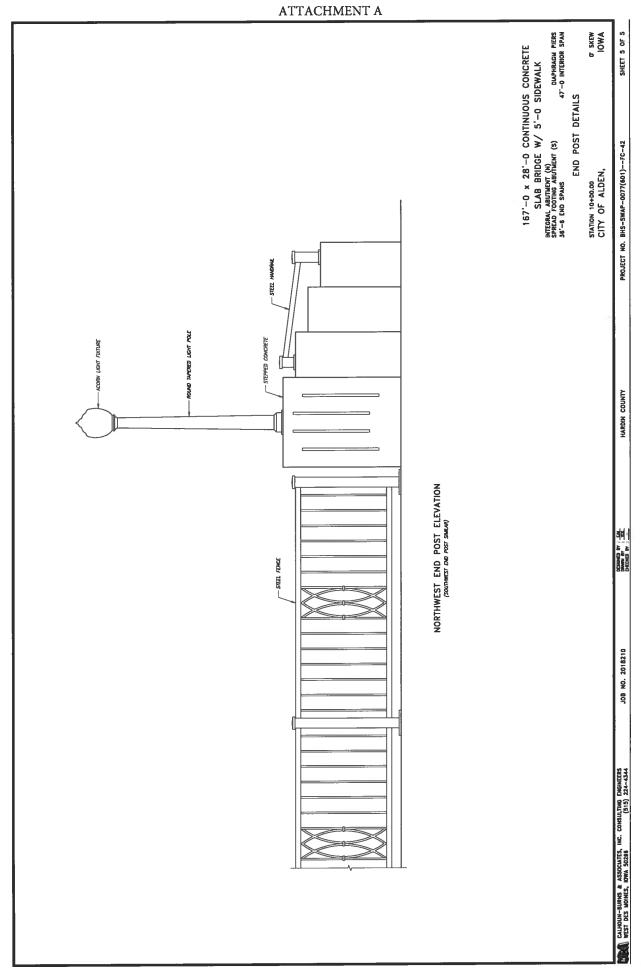
STATION 10+00.00 CITY OF ALDEN,

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SHEET 4 OF 5

PROJECT NO. BHS-SWAP-0077(601)--FC-42

JOB NO. 2018210



RESOLUTION NO	
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RESOLUTION APPROVING DISTRIBUTION OF PRELIMINARY OFFICIAL STATEMENT

WHEREAS, in conjunction with its Financial Advisor, Piper Sandler & Co., and Disclosure Counsel, the County has caused an Official Statement to be prepared outlining the details of the proposed sale of the Notes; and

WHEREAS, the Board deems it in the best interests of the County and the residents thereof to approve the distribution of the Preliminary Official Statement in connection with the offering of the Notes.

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

Section 1. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Chairperson and Auditor, upon the advice of Bond Counsel, Disclosure Counsel, and the County's Financial Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Notes for sale.

PASSED AND APPROVED this 17th day of March, 2021.

	Chairperson	
ATTEST:		
County Auditor		





HARDIN COUNTY Employee Change of Status Report

change(s) as of _	03/09/2021	-			
	Date				
	Department: Sheriff				
Name: Daniel Wegg Address:			Position: P/T Deputy		
		_ Salary/Hourly R	ate: \$20.60		
State	Zip Code				
		-			
✓ Permaner	nt Part-time	Temporary/Season	al Part-time		
■ Resignation					
Retirement					
Layoff					
Discharge					
		_			
02/03/2016 to _	03/09/2021 To	Last Day of We	ork		
ork, the following	vacation time w	as (or will be paid):	From To		
mo D Home Elected Official of	r Department Head		03-17- 2021 Date		
	State Permaner Resignation Retirement Layoff Discharge Dates g the county Description Discharge Dates D	State Zip Code Permanent Part-time	Department: Solary/Hourly R State Zip Code Salary/Hourly R State Zip Code Salary/Hourly R Resignation Temporary/Seasons		

HTTP://www.HARDINCOUNTYIA.GOV