



HARDIN COUNTY
Board of Supervisors

March 17, 2023

NOTICE: Public meetings will be held in-person. The meetings will also be livestreamed for viewing only, as possible. To view meetings remotely, please use the Zoom information listed below.

1. 9:00 A.M. Call To Order, Courthouse Large Conference Room

Online: [HTTPS://US02WEB.ZOOM.US/J/88530378243](https://us02web.zoom.us/j/88530378243)

By Phone: 1-312-626-6799

Meeting ID: 885 3037 8243

2. Pledge Of Allegiance
3. Approval Of Agenda
4. Approval Of Minutes – 03/13/23

Documents:

[3-13-23 MINUTES.PDF](#)

5. Approval Of Claims For Payment – 03/20/23

Documents:

[VENDOR PUBLICATION REPORT 3-20-23.PDF](#)

6. Consideration To Approve Final Plans For FM-C042(112)—55-42 170th Street Paving, Pine Lake Corn Processors

Documents:

[FM-CO42-112.PDF](#)

7. Consideration To Approve Deb Crosser Resignation From The Hardin County Zoning Adjustment Board
8. Consideration To Approve Appointment To Hardin County Zoning Adjustment Board
9. Consideration To Approve Radcliffe Friendly Fairways Golf Course, Inc. Liquor License Application

Documents:

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

10. Set Time And Date For FY 2023/2024 Budget Max Levy Hearing
11. Motion Authorizing County Attorney To Sign The Opioid Settlement Participation Form On Behalf Of The County

Documents:

[ACTION_REQUIRED_TEVA_ALLERGAN_CVS_WALGREE.PDF](#)

12. Change Of Status

Documents:

[CHANGE OF STATUS-COUNTY ATTORNEY.PDF](#)

13. Other Business
14. Public Comments
15. Adjournment/Recess

16. 9:30 A.M. Drainage, Courthouse Large Conference Room

Online: [HTTPS://US02WEB.ZOOM.US/J/82075672007](https://us02web.zoom.us/j/82075672007)

By Phone: 1-312-626-6799

Meeting ID: 820 7567 2007

17. 9:45 A.M. Closed Session: Iowa Code Sections 21.5(1)(A) And 22.7(8), Courthouse Large Conference Room

HARDIN COUNTY BOARD OF SUPERVISORS
MINUTES – MARCH 13, 2023
MONDAY – 9:00 A.M.
EOC TRAINING ROOM

The Hardin County Board of Supervisors held their regular meeting at 9:00 AM on March 13, 2023, at the EOC Training Room in Eldora, Iowa.

Board members in attendance were Lance Granzow and Renee McClellan. BJ Hoffman was absent.

McClellan moved and Granzow seconded to approve the agenda. Motion passed.

McClellan moved and Granzow seconded to approve the minutes of March 6, 2023. Motion passed.

McClellan moved and Granzow seconded the motion to approve the claims for payment for March 13, 2023. Motion passed.

McClellan moved and Granzow seconded the motion to approve McCleod USA Telecommunication Services Utility Permit UT-23-006. Motion passed.

McClellan moved, Granzow seconded that Resolution No. 2023-09, Resolution to Vacate a County Road. Roll Call Vote: “Ayes” Granzow, McClellan. “Nays” None. Absent: Hoffman. Motion carried. Resolution No. 2023-09 is hereby adopted as follows:

RESOLUTION TO VACATE A COUNTY ROAD
Hardin County
Resolution No. 2023-09

WHEREAS, A public hearing was conducted on March 6th, 2023 following a publication and service of notice as required by law on the proposed vacation and closure of a section of Hardin County Secondary Road, described as follows:

A The unnamed road established by Hardin County Supervisors on March 6th, 2002, by resolution #2002-08 and more particularly described as follows:

75.00 feet north of and 55.00 south of the following described centerline:
Commencing at the South One-quarter Corner of Section Three (3), Township Eighty-eight (88) North, Range Nineteen (19) West of the 5th P.M. Hardin County, Iowa; thence North 1492.00 feet along the east line of the SW ¼ of said Section Three (3) to the Point of Beginning; thence West 1100.00 feet; except the existing Road Right-of-Way of County Hwy S-56 and 170th Street.

The intention of this road closure is to vacate the entire segment of public road right-of-way of the unnamed road lying west of the right-of-way line of County Highway S56.

Easement access rights shall be granted to all existing utilities on said described road vacation to allow access to their current facilities, now and in the future, for maintenance, repair, patrol, operation, and reconstruction to said facilities.

WHEREAS, No objections have been received, either in writing or by persons present.

NOW, THEREFORE BE IT RESOLVED by the Hardin County Board of Supervisors that the subject section be ordered vacated and closed.

Passed and adopted this 13th day of March, 2023.

/s/ Lance Granzow
Lance Granzow Chairperson
County Board of Supervisors

ATTEST: /s/ Jolene Pieters
Jolene Pieters
Hardin County Auditor

March 13, 2023
Date

McClellan moved and Granzow seconded the motion to approve the Quit Claim Deed for Unnamed County Road. Motion passed.

McClellan moved and Granzow seconded the motion to approve contract for FM-C042(111)—55-42 County Highway D65 from Zublin Avenue to US Highway 65. Motion passed.

McClellan moved, Granzow seconded that Resolution No. 2023-10, Resolution to Vacate a County Road. Roll Call Vote: “Ayes” Granzow, McClellan. “Nays” None. Absent: Hoffman. Motion carried. Resolution No. 2023-10 is hereby adopted as follows:

RESOLUTION 2023-10

WHEREAS, the Board of Supervisors, hereafter referred to as “the Board”, believes the project FM-C042(111)—55-42, hereafter referred to as “the project” is in the best interest of Hardin County, Iowa, and the residents thereof. The project is defined as County Highway D65 from Hamilton County Line to US Hwy 65: and

WHEREAS, the Board has sought appropriate professional guidance for the concept and planning for the project and followed the steps as required by the Code of Iowa for notifications, hearings, and bidding/letting; and

WHEREAS, the Board finds this resolution appropriate and necessary to protect, preserve, and improve the rights, privileges, property, peace, safety, health, welfare, comfort, and convenience of Hardin County and its citizens, all as provided for in and permitted by section 331.301 of the Code of Iowa; and

IT IS THEREFORE RESOLVED by Board to accept the bid from Mathy Construction Co. in the amount of \$2,927,565.93 and awards the associated contract(s) to the same;

BE IT FURTHER RESOLVED that all other resolutions or parts of resolutions in conflict with this resolution are hereby repealed. If any part of this resolution is adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution or action of The Board as a whole or any part

thereof not adjudged invalid or unconstitutional. This resolution shall be in full force and effect from and after the date of its approval as provided by law; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Hardin County, Iowa, that after receiving the necessary contract documents, including but not limited to, the contractor's bond and certificate of insurance, Taylor Roll, the Engineer for Hardin County, Iowa, be and is hereby designated, authorized, and empowered on behalf of the Board of Supervisors of said County to execute the contract in connection with the afore awarded construction project let through the DOT for this county.

Dated Eldora, Hardin County, Iowa, this 13th day of March, 2023.

Board of Supervisors of Hardin County, Iowa

/s/Lance Granzow

/s/ Renee McClellan

ATTEST:

By /s/ Jolene Pieters
County Auditor

McClellan moved and Granzow seconded the motion to approve the Amendment to the 28E Agreement for sharing the Mental Health Advocate costs. Motion passed.

McClellan moved and Granzow seconded the motion to approve up to \$1,200 for Veteran Affairs Outreach Events. Motion passed.

McClellan moved and Granzow seconded the motion to approve Heartland Risk Insurance amounts for FY2023/2024. Motion passed.

McClellan moved and Granzow seconded the motion to approve the bid from People Savings Bank for 4.95% for the Hardin County Public Employees Health Plan Trust. Motion passed.

McClellan moved and Granzow seconded the motion to approve open enrollment for AFLAC and Transamerica Life Insurances. Motion passed.

McClellan moved and Granzow seconded the motion to approve the letter of support for Iowa Rivers Edge Trail. Motion passed.

McClellan moved and Granzow seconded the motion to approve the Sheriff Department's change of status for the pay increase for Melinda Gehrke. Motion passed.

McClellan moved and Granzow seconded the motion to approve the Secondary Roads change of status for the hiring of Damion Homeister. Motion passed.

McClellan moved and Granzow seconded the motion to adjourn. Motion passed. Meeting was adjourned at 9:18 a.m.



Hardin County

Vendor Publication Report

Payment Date Range: 03/20/2023 - 03/20/2023

Vendor Name	Vendor Number	Total Payments
AgVantage FS	690V	39,629.41
Alliant Energy	4253V	10,159.67
Amazon Business	101043	493.96
Baker Group	62600V	7,476.00
Bev Pieters	2913V	88.00
Black Hills Energy	4450V	412.23
Campbell Supply Co	620V	93.11
Central Iowa Distributing Inc	3043V	1,400.50
CenturyLink 2956	4569V	33.95
Cintas Corporation-Cincinnati	1545V	210.05
Cintas-Chicago	2475V	195.91
City of Iowa Falls	509V	31.43
David Corcoran	101231	135.00
David Kuechenberg	101078	104.50
Diamond Mowers Inc	2693V	9,714.99
Dominic Sparrgrove, Landlord	100133	200.00
Eric Eugenio	100207	305.00
Forgy Electric LLC	100435	14,799.00
Frank Dunn Co.	2106V	1,600.00
Franklin Rural Elec Co-Op	1128V	26.99
GATR Truck Center	100679	1,146.82
Greenbelt Home Care	61807V	1,127.93
Hardin County Solid Waste & Recycling	4322V	15.00
Harli L Schutt	641E	46.00
Heart of Iowa	6335V	523.04
IFADC	62574V	14,000.00
Innovative Ag Services Hubbard	868V	1,969.33
International Association of Emergency Managers	101303	919.00
Iowa Fire Control	62624V	600.00
Janetta L. Miller-Buck	101053	112.50
Jasper County Sheriff	1210V	30.00
Johnson County Medical Examiner Dept.	100921	295.46
Ken Brownlee	1595V	30.75
Lori S Kadner	583E	110.75
Mail Services LLC	63827V	635.29
Mainstay Systems of Iowa LLC	101024	432.50
Marion Police Department	2651V	35.00
Martin Marietta Aggregate	4141V	31,678.32
McKesson Medical Surgical	2735V	102.32
Melissa Johanson	100935	90.25
Mid-America Publishing Corp	62056V	542.56
Monica Ridout	100607	108.63
Monique McCoy	101200	185.75
Nancy Callaway	63396V	30.75
Northern Iowa Construction Products	100418	14,781.00
O'Halloran International Inc.	1708V	280.47
O'Reilly Auto Parts Inc	62373V	95.37
Pam Warren	101068	72.38
Quaker Security LLC	100507	2,655.00
Raymond Guard	100030	40.00
RCSytems	101178	318.75
Renee L McClellan	350E	489.12
Robert Alpers	101215	115.38
Sadler Power Train Inc	5067V	171.63
Safety-Kleen Corporation	2103V	761.74

Vendor Publication Report**Payment Date Range: 03/20/2023 - 03/20/2023**

Vendor Name	Vendor Number	Total Payments
Scenic Living Communities Inc. / Scenic Manor	100941	200.00
Schumacher Elevator Co.	2130V	553.78
Sharmon Norris	101306	98.63
Shield Pest Control LLC	63086V	275.00
Shirley Alpers	101204	115.38
Storey Kenworthy	61798V	102.36
Summit Food Service LLC	2332V	4,837.46
Susie Reece	100959	98.50
Times Citizen	538V	1,163.62
UnityPoint Health	100283	242.00
Veridian Credit Union	63561V	904.71
Verizon Connect	100836	18.19
Verizon Connect Nwf, Inc-Dallas	100620	1,720.03
Verizon Wireless	63648V	48.35
Wayne Riskedahl	100313	35.25
Wesley Wiese	522E	40.00
Windstream Communications / CABS	62349V	327.50
Ziegler Incorporated	1463V	1,178.17
Grand Total:	173,617.42	

FM-CO42(112)--55-42

LETTING DATE June 20, 2023

LETTING DATE June 20, 2023

HARDIN COUNTY
PCC PAVEMENT - NEW

UTILITY CONTACTS		
UTILITY	CONTACT	PHONE #
FIBER OPTIC	HEART OF IOWA COMMUNICATIONS - JAY DUNCAN	641-486-2211
OVERHEAD ELECTRIC	MIDLAND POWER COOP - BRUCE KEENEY	515-386-4111
TELEPHONE	CENTURY LINK - SADIE HULL	918-547-0147
WATER	IOWA REGIONAL UTILITY - SANDY SPANGENBURG	319-824-5920

AN IOWA DNR FLOODPLAIN CONSTRUCTION PERMIT IS NOT REQUIRED FOR THIS PROJECT.

IOWA DEPARTMENT OF TRANSPORTATION HIGHWAY DIVISION

PLANS OF PROPOSED IMPROVEMENT ON THE
**FARM TO MARKET SYSTEM
HARDIN COUNTY**
PCC PAVEMENT - NEW
On 170th St., from End of Paving West 350 Ft.,
S3 T88 R19

REFER TO THE PROPOSAL FORM FOR LIST OF APPLICABLE SPECIFICATIONS.

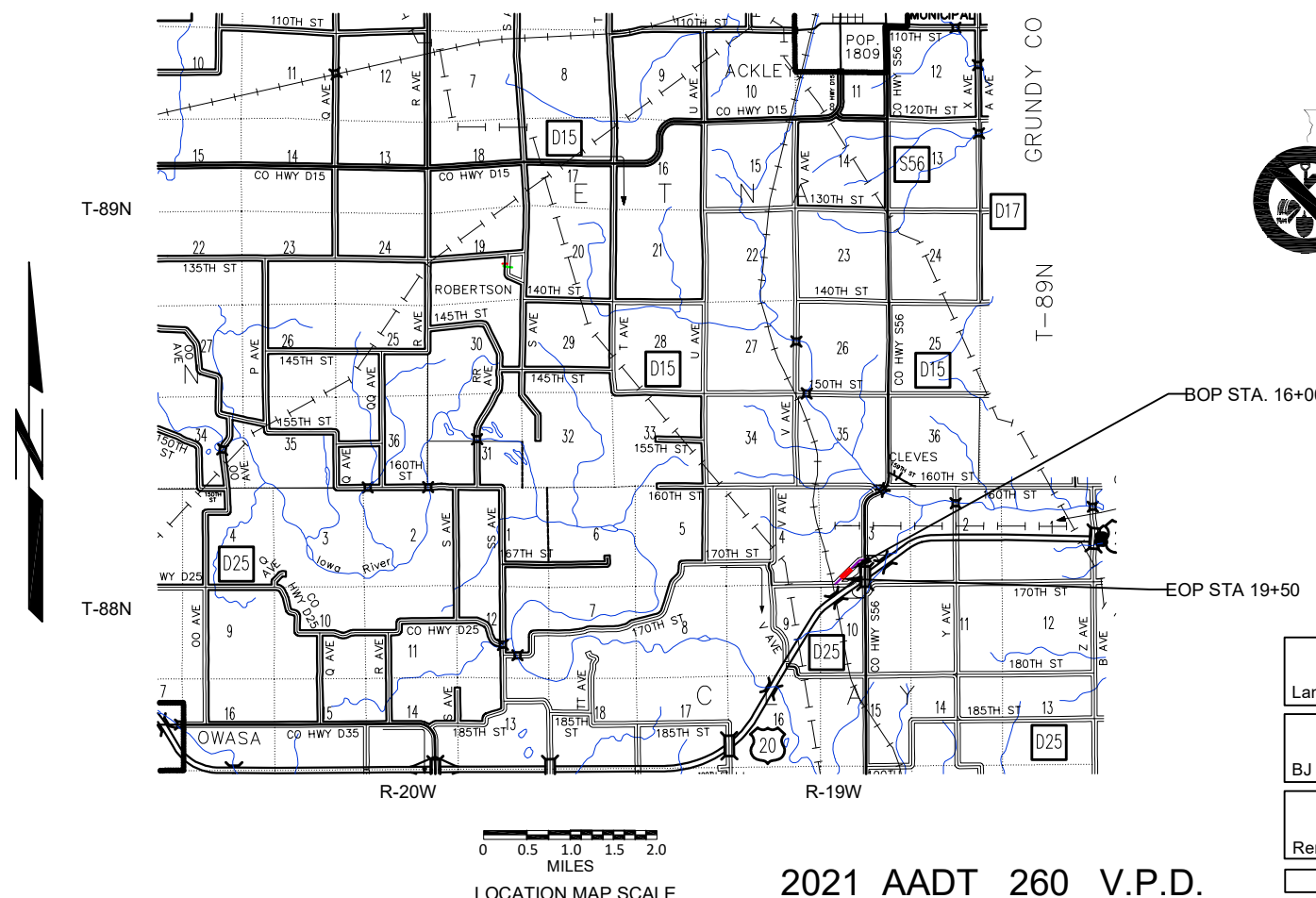
PROJECT TRAFFIC CONTROL PLAN

THIS ROAD WILL BE CLOSED TO THROUGH TRAFFIC DURING CONSTRUCTION. LOCAL TRAFFIC TO ADJACENT PROPERTIES WILL BE MAINTAINED. ALL BARICADES, SIGNS, AND SAFETY CLOSURES SHALL BE FURNISHED, PLACED, AND MAINTAINED BY THE CONTRACTOR. TRAFFIC WILL BE MAINTAINED ON A DETOUR ROUTE. HARDIN COUNTY WILL PROVIDE, MAINTAIN, AND REMOVE DETOUR ROUTE. TRAFFIC CONTROL DEVICES, PROCEDURES, LAYOUTS, AND SIGNING INSTALLED WITHIN THE LIMITS OF THIS PROJECT SHALL CONFORM TO THE "MANUAL ON UNIFORM TAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" AS ADOPTED BY THE DEPARTMENT PER 761 OF THE IOWA ADMINISTRATIVE CODE (IAC) CHAPTER 130.

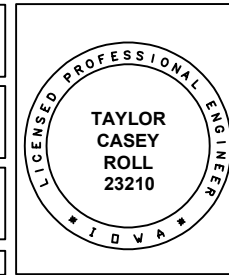
INDEX OF SHEETS	
NO.	DESCRIPTION
1	TITLE SHEET
2	ESTIMATE OF QUANTITIES AND REFERENCE NOTES
3	TYPICALS AND TABULATIONS
4	JOINTING DETAILS

MILEAGE SUMMARY			
DIV.	LOCATION	LIN.FT.	MILES
	STA 16+00 - 19+50	350.0	0.066
TOTAL PROJECT			0.066

STANDARD ROAD PLANS					
THE FOLLOWING STANDARD PLANS SHALL BE CONSIDERED APPLICABLE TO CONSTRUCTION WORK ON THIS PROJECT.					
IDENTIFICATION	DATE	IDENTIFICATION	DATE	IDENTIFICATION	DATE
EC-204	10-19-21	PV-101	04-19-22	TC-252	04-21-20



Lance Granzow	Chairperson
BJ Hoffman	
Renee McClellan	
Approved Board of Supervisors	



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

Signature: _____ Date: _____
TAYLOR CASEY ROLL
 Printed or Typed Name

My license renewal date is: December 31, 2023
 Pages or sheets covered by this seal: ALL

2021 AADT 260 V.P.D.

ESTIMATED QUANTITIES

ITEM NO.	ITEM CODE	ITEM	UNIT	TOTAL	AS BUILT
1	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	549.6	
2	2102-2710090	EXCAVATION, CLASS 10, WASTE	CY	208.5	
3	2115-0100000	MODIFIED SUBBASE	CY	219.6	
4	2121-7425020	GRANULAR SHOULDERS, TYPE B	TON	171.8	
5	2123-7450000	SHOULDER CONSTRUCTION, EARTH	STA	7.1	
6	2213-7100400	RELOCATION OF MAILBOX	EACH	1	
7	2301-1033090	STANDARD OR SLIP FORM PCC PAVEMENT, CLASS C, CLASS 3 DURABILITY, 9 IN.	SY	1032.4	
8	2312-8260051	GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	TON	150.0	
9	2528-2518000	SAFETY CLOSURE	EACH	4	
10	2528-8445110	TRAFFIC CONTROL	LS	1.00	
11	2533-4980005	MOBILIZATION	LS	1.00	

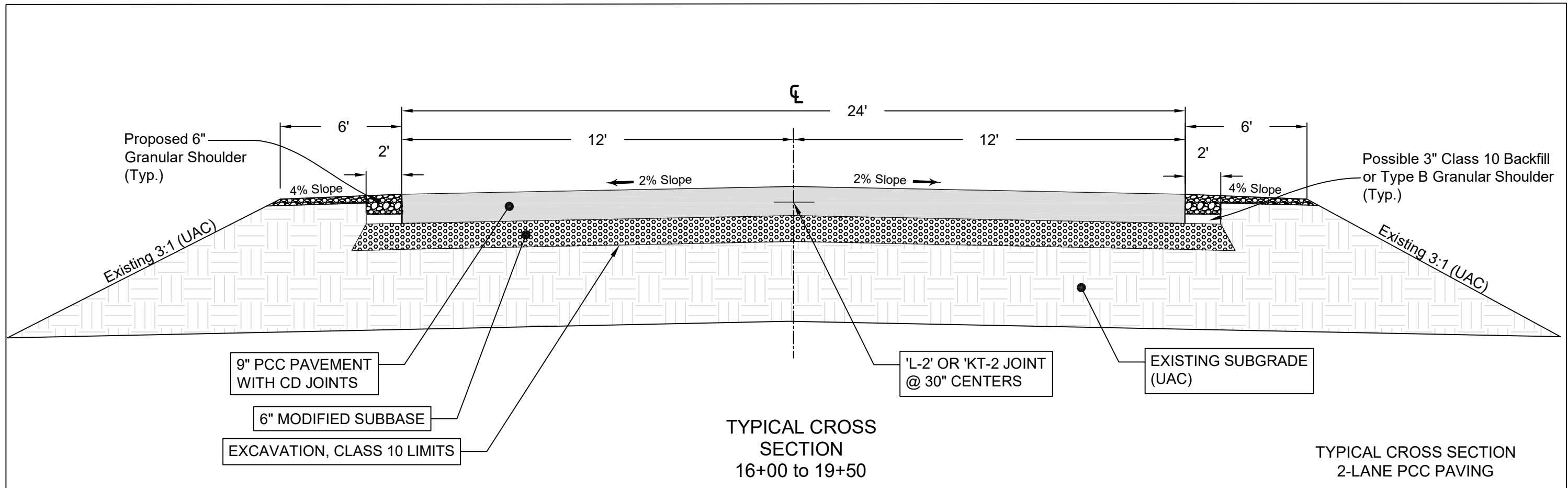
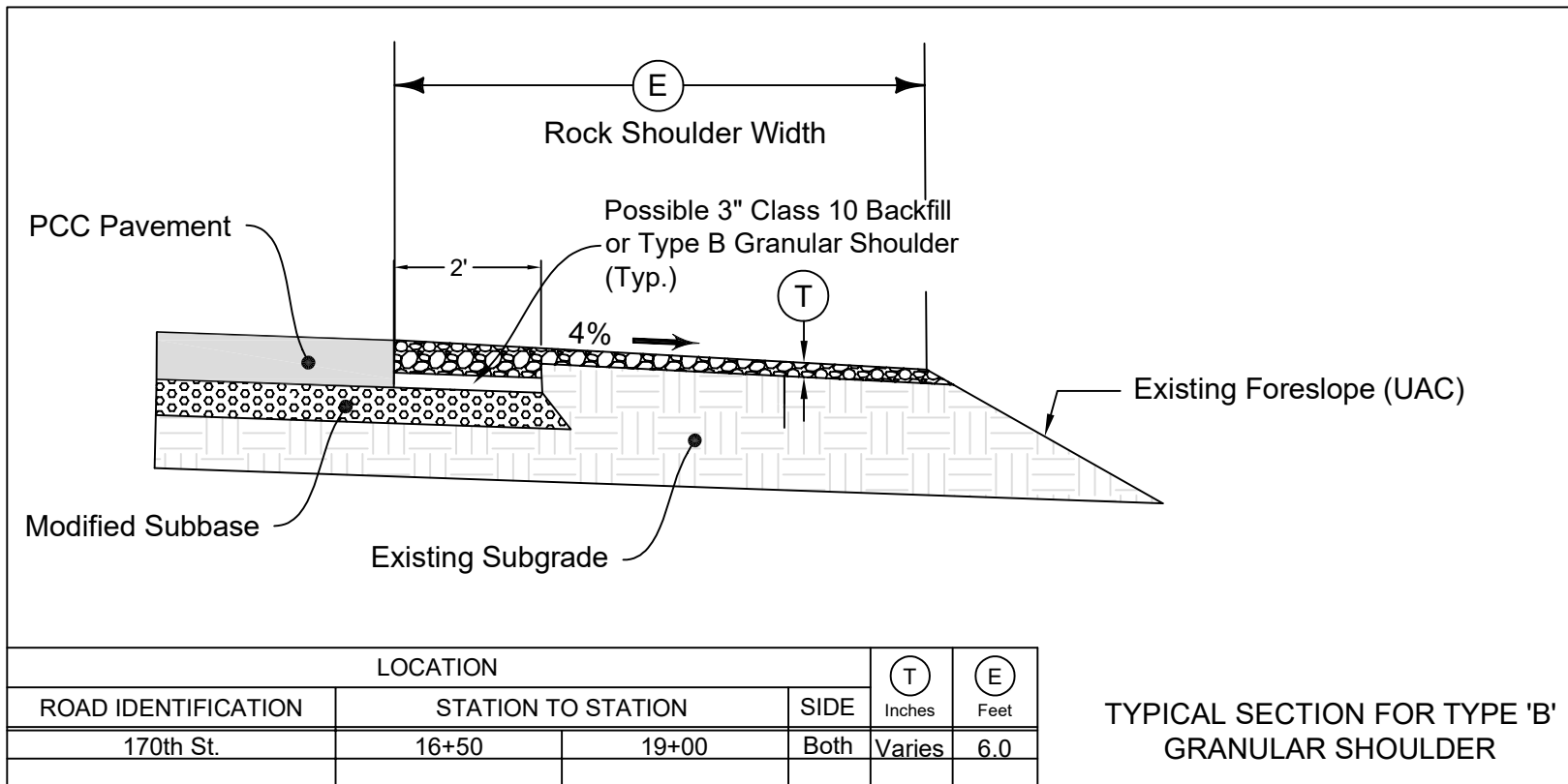
ESTIMATE REFERENCE INFORMATION

- 1 EXCAVATION ESTIMATED AT A DEPTH OF 15 INCHES UNDER ALL PAVEMENT. QUANTITY IS FROM THE EXISTING GRANULAR SURFACE.
- 2 ALL WASTE MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE. THE QUANTITY OF THIS BID ITEM IS BASED ON THE TOTAL CUT OF 549.6 CY MINUS THE TOTAL ADJUSTED FILL OF 341.1 CY (W 1.3 SHRINKAGE FACTOR) TO EQUAL 208.5 CY WASTE. NO PAYMENT FOR OVERHAUL WILL BE ALLOWED.
- 3 MODIFIED SUBBASE TO BE PLACE AT A DEPTH OF 6 INCHES AND A WIDTH OF 28 FEET AS SHOWN ON TYPICAL SECTION ON SHEET 3. QUANTITY INCLUDES MATERIAL FOR INTERSECTION RADII. MATERIAL SHALL HAVE SUFFICIENT MOISTURE TO PROVIDE PROPER COMPACTION.
- 4 GRANULAR SHOULDER MATERIAL SHALL BE PLACED AT A THICKNESS OF 6 INCHES. A DENSITY OF 140 LBS/CF WAS USED TO DETERMINE QUANTITY.
- 5 INCLUDES ALL WORK NECESSARY TO CONSTRUCT AND SHAPE SHOULDER AREAS INCLUDING RADII. SUITABLE CLASS 10 EXCAVATION MAY BE USED TO BRING UP THE SHOULDERS TO WITHIN 6 INCHES OF FINISHED SHOULDER GRADE. IT IS ANTICIPATED THAT NO MATERIAL WILL NEED TO BE FURNISHED BY THE CONTRACTOR.
- 6 BID ITEM INCLUDES MAILBOX REMOVAL AND TO TEMPORARILY OR PERMANENTLY RELOCATE. MAILBOX DAMAGED BY THE CONTRACTOR WILL BE REPLACED AT NO COST TO THE CONTRACTING AUTHORITY. METHOD OF MEASUREMENT AND BASIS OF PAYMENT: PAYMENT WILL BE MADE FOR MAILBOX REMOVED AND TEMPORARILY OR PERMANENTLY RELOCATED. MAILBOX IS ESTIMATED TO BE RELOCATED TWICE DURING CONSTRUCTION WITH FINAL LOCATION TO BE SPECIFIED BY THE ENGINEER.
- 7 BID ITEM INCLUDES TRANSVERSE 'CD' BASKETS AT SPACING SHOWN ON SHEET 4. LONGITUDINAL JOINTS SHALL BE EITHER L-2 OR KT-2. L-2 AND TRANSVERSE JOINTS SHALL BE FILLED WITH APPROVED JOINT SEALANT MATERIAL AS SHOWN ON STANDARD ROAD PLAN PV-101. CONCRETE FINISH WILL BE BROOM DRAG. PAVEMENT SMOOTHNESS DOES NOT APPLY TO THIS PROJECT. CERTIFIED PLANT INSPECTION IS REQUIRED.
- 8 GRANULAR SURFACING SHALL BE FURNISHED, HAULED, AND PLACED BY HARDIN COUNTY. THE CONTRACTOR SHALL THEN GRADE THE GRANULAR SURFACING TO TIE IN WITH EXISTING GRAVEL ROAD AT EOP. A DENSITY OF 140 LBS/CF WAS USED TO DETERMINE QUANTITY.
- 9 SEE TABULATION ON SHEET 3 AND STANDARD ROAD PLAN TC-252.
- 10 THE ROAD WILL BE CLOSED TO TRAFFIC. SEE SHEET 1 FOR TRAFFIC CONTROL PLAN. LOCAL TRAFFIC TO PINE LAKE ETHANOL PLANTS EAST ENTRANCE SHALL BE MAINTAINED AT ALL TIMES.

PROJECT DESCRIPTION AND GENERAL NOTES

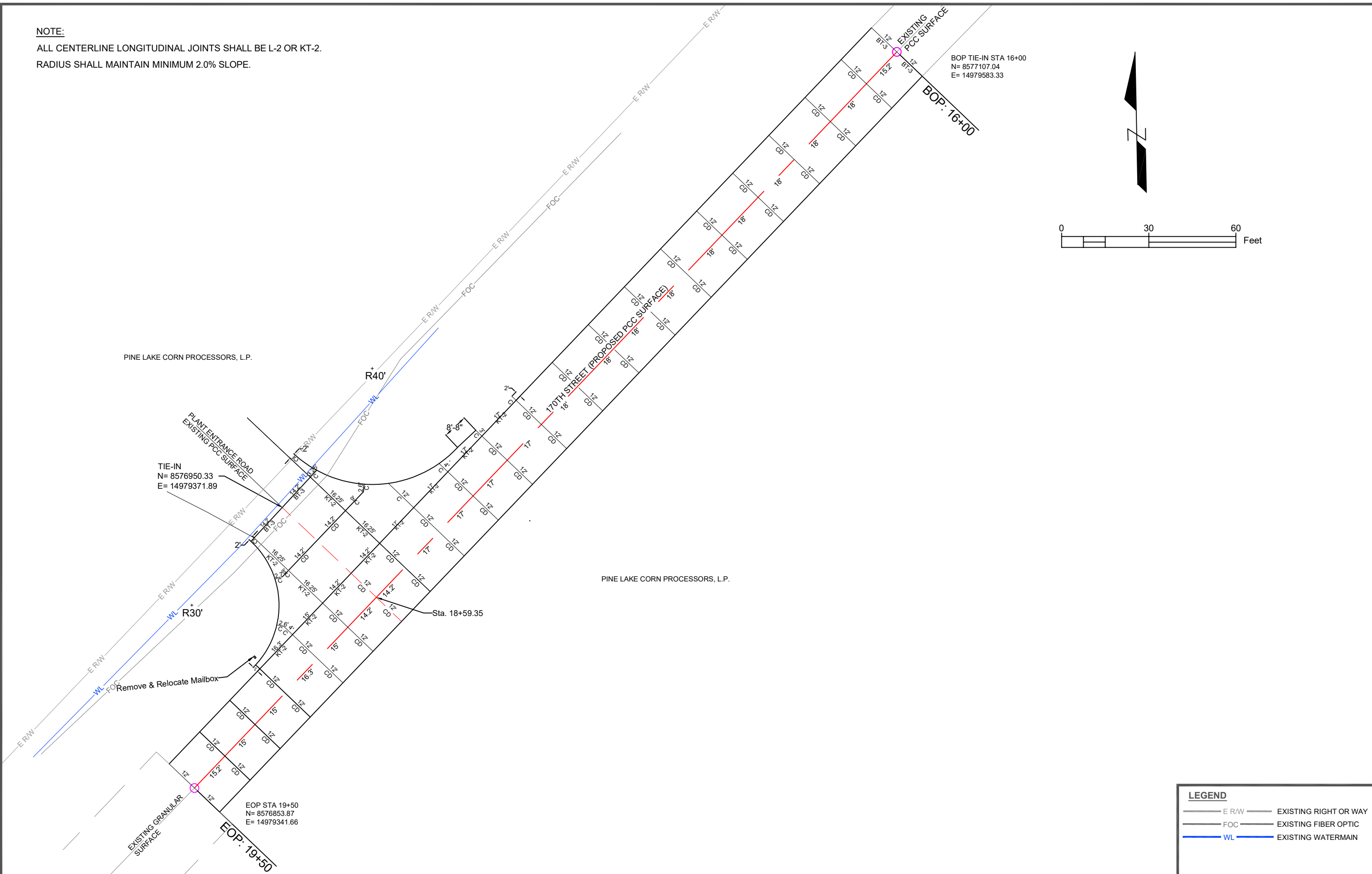
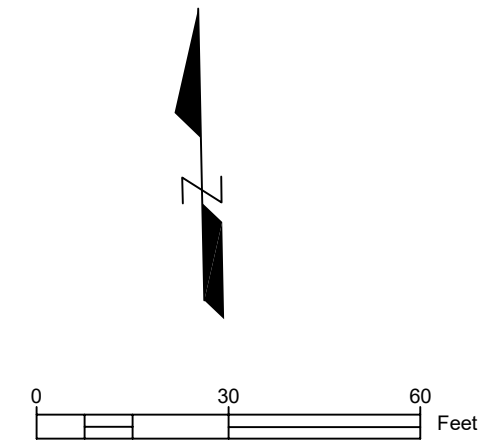
CONTRACTOR TO PROVIDE CONSTRUCTION SCHEDULE AND PAVING PLAN AT PRE-CONSTRUCTION MEETING
 THIS PROJECT INVOLVES 15" CLASS 10 EXCAVATION, 9" PCC PAVEMENT, AND GRANULAR SHOULDERS.
 THE EXISTING EAST ACCESS SHALL BE MAINTAINED TO PINE LAKE CORN PROCESSORS ETHANOL PLANT DURING CONSTRUCTION. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
 THE CONTRACTOR SHALL VISIT THE SITE TO ENSURE THEY ARE FAMILIAR WITH EXISTING SITE CONDITIONS. THE ENGINEER SHALL BE RESPONSIBLE FOR THE CONSTRUCTION SURVEY. THE CONTRACTOR IS RESPONSIBLE FOR CONDUCTING AN INDEPENDENT CHECK OF ALL CONSTRUCTION STAKES PLACED FOR THE PROJECT. THIS INDEPENDENT CHECK SHALL BE SUFFICIENT TO UNDERSTAND THE PLACEMENT AND INTENT OF THE STAKES.
 EROSION CONTROL, RURAL GRASS SEEDING, AND FERTILIZING AND MULCHING SHALL BE DONE BY HARDIN COUNTY IRVM DEPARTMENT.
 PAVEMENT MARKINGS SHALL BE DONE BY HARDIN COUNTY.

SAFETY CLOSURES			
Refer to Section 2518 of the Standard Specifications			
This Data Entry Sheet fills Tab 108-13A effective 08-01-08			
Station	Closure Type		Remarks
	Road Qty.	Hazard Qty.	
15+25.00	1	-	Near BOP
20+50.00	1	-	Near EOP
S56 & 170th	1	-	Intersection
V Ave. & 170th	1	-	Intersection
	4	-	TOTALS



NOTE:
 ALL CENTERLINE LONGITUDINAL JOINTS SHALL BE L-2 OR KT-2.
 RADIUS SHALL MAINTAIN MINIMUM 2.0% SLOPE.

BOP TIE-IN STA 16+00
 N= 8577107.04
 E= 14979583.33



PINE LAKE CORN PROCESSORS, L.P.

TIE-IN
 N= 8576950.33
 E= 14979371.89

PINE LAKE CORN PROCESSORS, L.P.

EOP STA 19+50
 N= 8576853.87
 E= 14979341.66

LEGEND	
	E.R.W. — EXISTING RIGHT OR WAY
	FOC — EXISTING FIBER OPTIC
	WL — EXISTING WATERMAIN



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
RADCLIFFE FRIENDLY FAIRWAYS GOLF COURSE INC.	Radcliffe Friendly Fairways Golf Course Inc	(515) 899-7969		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
26814 County Highway S27		Radcliffe	Hardin	50230
MAILING ADDRESS	CITY	STATE	ZIP	
26814 Cty Hwy S27	Radcliffe	Iowa	50230	

Contact Person

NAME	PHONE	EMAIL
Melanie Eide	(515) 291-1757	rffgolf@netins.net

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class C Retail Alcohol License	8 Month	Submitted to Local Authority
TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS	
Apr 15, 2023	Dec 15, 2023		
SUB-PERMITS			
Class C Retail Alcohol License			



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Dana Maakestad	Radcliffe	Iowa	50230	Vice President	0.00	Yes

Insurance Company Information

INSURANCE COMPANY

Nationwide Insurance Company

POLICY EFFECTIVE DATE

Apr 15, 2023

POLICY EXPIRATION DATE

Apr 15, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

X _____

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Hardin County, IA
Reference Number: CL-384041

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: April 18, 2023

Five new proposed national opioid settlements (“*New National Opioid Settlements*”) have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** (“Settling Defendants”). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district (“subdivision”).

You are receiving this *Participation Package* because Iowa is participating in the following settlements:

- **Teva**
- **Allergan**
- **CVS**
- **Walgreens**
- **Walmart**

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.

The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioid settlements with McKesson, Cardinal, Amerisource, and J&J/Janssen, but states may choose to treat these settlements differently.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on April 18, 2023.

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Amy Licht at the Iowa Attorney General's Office at amy.licht@ag.iowa.gov.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

Yes No

Governmental Entity: Hardin County	State: IA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Hardin County	State: IA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

Yes No

Governmental Entity: Hardin County	State: IA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

Yes No

Governmental Entity: Hardin County	State: IA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

Yes No

Governmental Entity: Hardin County	State: IA
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____





HARDIN COUNTY

Courthouse

HARDIN COUNTY COURTHOUSE
1215 EDGINGTON AVE.
ELDORA, IA 50627

HARDIN COUNTY Employee Change of Status Report

Please enter the following change(s) as of 03/20/2023
Date

Name: Carol Fletcher

Department: 04- County Attorney

Address: _____

Position: Administrative Assistant

Salary/Hourly Rate: \$44,816.80

Fund: 0001-04-1100-000-10003

Weekly Scheduled Hours: 37.5/hour

This position is: Exempt Non-Exempt

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

Reason of Change:

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

Other: _____

Dates of Employment: 08/10/2016 to 04/07/2023
From To

Last Day of Work 02/24/2023
(if applicable)

Beyond the last day of work, the following vacation time was (or will be paid): 03/13/2023 to 04/07/2023
From To

Authorized by: [Signature]
Elected Official or Department Head

3-15-23
Date

Authorized by: _____
Board of Supervisors

Date



HARDIN COUNTY

Courthouse

HARDIN COUNTY COURTHOUSE
1215 EDGINGTON AVE.
ELDORA, IA 50627

HARDIN COUNTY Employee Change of Status Report

Please enter the following change(s) as of 03/20/2023
Date

Name: Renee Springston

Department: 04 - County Attorney

Address: _____

Position: Clerk

Salary/Hourly Rate: 16.50

Fund: 0001-04-1100-000-1003

Weekly Scheduled Hours: 37.5

This position is: Exempt Non-Exempt

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

Reason of Change:

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

Dates

Other: Going from part-time to full-time.

Dates of Employment: _____ to _____
From To

Last Day of Work _____
(if applicable)

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

Authorized by: [Signature]
Elected Official or Department Head

3-16-23
Date

Authorized by: _____
Board of Supervisors

_____ Date



HARDIN COUNTY

Courthouse

HARDIN COUNTY COURTHOUSE
1215 EDGINGTON AVE.
ELDORA, IA 50627

HARDIN COUNTY Employee Change of Status Report

Please enter the following change(s) as of 03/20/2023
Date

Name: Cliff Cory

Department: 04 - County Attorney

Address: _____

Position: Paralegal / Clerk

Salary/Hourly Rate: 30.49 / hr.

Fund: 0001-04-1100-000-10056

Weekly Scheduled Hours: 37.50

This position is: Exempt Non-Exempt

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

Reason of Change:

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

Other: Assuming all duties of office manager in addition to current paralegal/victim witness coordinator duties.

Dates of Employment: _____ to _____
From To

Last Day of Work _____
(if applicable)

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

Authorized by: [Signature]
Elected Official or Department Head

3-16-23
Date

Authorized by: _____
Board of Supervisors

Date