



**HARDIN COUNTY**  
**Board of Supervisors**

**Wednesday, June 26, 2019**

1. 9:00 A.M. Employee Job Performance Review  
Courthouse Large Conference Room
2. 10:00 A.M. Call To Order  
Courthouse Large Conference Room
3. Pledge Of Allegiance
4. Approval Of Agenda
5. HVAC Project Update
6. Approval Of Minutes

Documents:

[06-19-2019 MINUTES.PDF](#)  
[06-20-2019 DH MEETING MINUTES.PDF](#)

7. Approval Of Claims For Payment

Documents:

[VENDOR PUBLICATION REPORT 6-26-2019.PDF](#)

8. Utility Permits & Secondary Roads Department
9. Chris Wieting  
RE: Trail Update and Grant Application
10. Change Of Status: Environmental Health/Zoning

Documents:

[ENVIRONMENTAL HEALTH CHANGE OF STATUS FORM.PDF](#)

11. Change Of Status: Property Management

Documents:

[PROPERTY MANAGEMENT CHANGE OF STATUS FORM.PDF](#)

12. Change Of Status: County Attorney's Office

Documents:

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

13. Authorization For Direct Weekly/Monthly Withdrawals For Payment Of Claims And Fees - Wellmark  
Documents:  
[AUTHORIZATION FOR ACH DEBIT.PDF](#)
14. Application For Liquor License: Pine Lake Country Club  
Documents:  
[PINE LAKE COUNTRY CLUB LIQUOR LICENSE APPLICATION.PDF](#)
15. Appointment Of Deputies - Treasurer's Office
16. Abatement Of 2018 Taxes, Payable 2019/2020  
Documents:  
[ELLSWORTH ESTATES ADD ABATE SUSPEND FORM.PDF](#)
17. FY 2020 Mental Health Advocate Agreement With CICS  
Documents:  
[FY 2020 MENTAL HEALTH ADVOCATE AGREEMENT.PDF](#)
18. Application For Fireworks Permits  
Documents:  
[FIREWORKS PERMIT APPLICATION - GEHRKE.PDF](#)
19. Public Comments  
Documents:  
[HARDIN COUNTY POLICY FOR PUBLIC COMMENT.PDF](#)
20. Other Business
21. Closed Session Pursuant To Iowa Code 21.5(1)(C) - Litigation  
[VIEW IOWA CODE 21.5\(1\)\(C\) \(PDF\)](#)
22. Adjournment
23. 11:00 A.M. Employee Job Performance Review  
Courthouse Large Conference Room
24. 1:00 P.M. Drainage  
[VIEW REGULAR DRAINAGE MEETING AGENDA](#)  
Courthouse Large Conference Room

HARDIN COUNTY BOARD OF SUPERVISORS  
MINUTES – JUNE 19, 2019  
WEDNESDAY - 10:00 A.M.  
COURTHOUSE LARGE CONFERENCE ROOM

Chair Reneé McClellan called the meeting to order. Also present were Supervisors Lance Granzow and BJ Hoffman; and Justin Ites, Jess Sheridan, Machel Eichmeier, Julie Duhn, Jean Groen, Curt Groen, Lydia Reichenbacher, Darrell Meyer, Linn Adams, Lori Kadner, Mark Buschkamp, Jessica Lara, and Nancy Lauver.

The Pledge of Allegiance was recited.

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

HVAC Project Update:

The Board provided an update on the progress of the HVAC project.

Hoffman moved, Granzow seconded to approve the minutes of June 12, 2019, June 5, 2019, and April 9, 2019. Motion carried.

Granzow moved, Hoffman seconded to approve the June 19, 2019 claims for payment. Motion carried.

Utility Permits: None.

Secondary Roads Department: None.

Hoffman moved, Granzow seconded to approve the change of status for Cheryl Lawrence, Deputy, Recorder's Office, to \$49,122.00 effective July 1, 2019. Motion carried.

Hoffman moved, Granzow seconded to approve the pay increase for Nicholas Whitmore, Jail Administrator, Sheriff's Office, to \$72,176.22 effective 7/1/2019. Motion carried.

Hoffman moved, Granzow seconded to approve the pay increase for Ryan Buseman, Jail Lt., Sheriff's Office, to \$25.29/hour effective 7/1/2019. Motion carried.

Hoffman moved, Granzow seconded to approve the pay increase for Jason Fults, Jail Sgt., Sheriff's Office, to \$21.74/hour effective 7/1/2019. Motion carried.

Hoffman moved, Granzow seconded to approve the pay increase for Drew Strom, Jail Sgt., Sheriff's Office, to \$21.74/hour effective 7/1/2019. Motion carried.

Hoffman moved, Granzow seconded to approve the pay increase for Melinda Gehrke, Administrative Assistant, Sheriff's Office, to \$16.61/hour effective 7/1/2019. Motion carried.

Hoffman moved, Granzow seconded to approve the pay increase for Karla Gear, Collections & Finance, Sheriff's Office, to \$20.48/hour effective 7/1/2019. Motion carried.

Hoffman moved, Granzow seconded to approve the promotion of Brittany Small, to full-time Correctional Officer, Sheriff's Office, effective 6/26/2019 at \$16.80/hour. Motion carried.

Hoffman moved, Granzow seconded to approve the promotion of Matthew Evans, to full-time, Correctional Officer, Sheriff's Office, effective 6/26/2019 at \$16.80/hour. Motion carried.

Hoffman moved, Granzow seconded to approve the resignation of Hannah Metz, Sheriff's Office, effective 6/20/2019. Motion carried.

Hoffman moved, Granzow seconded to approve the hiring of Sarah Henle, Dispatcher, Sheriff's Office, permanent part-time, effective 6/17/2019 at \$13.83/hour, then \$15.00/hour after 7/1/2019. Motion carried.

Granzow moved, Hoffman seconded to table the change of status for the Property Manager until next week. Motion carried.

Granzow moved, Hoffman seconded to approve the promotion of Jessica Wright to Tax Deputy, Treasurer's Office, effective 7/1/2019 at \$39,271.00. Motion carried.

Granzow moved, Hoffman seconded to approve the promotion of Sherry Simons to Driver's License Deputy, Treasurer's Office, effective 7/1/2019 at \$39,271.00. Motion carried.

Granzow moved, Hoffman seconded to approve the pay increase for Deanna Vaux, Motor Vehicle Deputy, Treasurer's Office, effective 7/1/2019 at \$51,306.00. Motion carried.

Granzow moved, Hoffman seconded to approve the pay increase for Kristi Hofmeister, Motor Vehicle/Driver's License Clerk, Treasurer's Office, effective 7/1/2019 at \$17.31/hour. Motion carried.

Granzow moved, Hoffman seconded to approve the pay increase for Michelle Harken, Motor Vehicle/Driver's License Clerk, Treasurer's Office, effective 7/1/2019 at \$16.24/hour. Motion carried.

Granzow moved, Hoffman seconded to approve the pay increase for Samantha Cook, Motor Vehicle/Driver's License Clerk, Treasurer's Office, effective 7/1/2019 at \$16.24/hour. Motion carried.

Hoffman moved, Granzow seconded to approve the FY 2020 Community Services Statement of Understanding with Central Iowa Community Services Region for Linn Adams, Carol Haywood, and Jodi Hamilton. Motion carried.

Hoffman moved, Granzow seconded to approve the fireworks permit application submitted by Jensen Family 4<sup>th</sup> of July Celebration for July 6, 2019, rain date of July 7, 2019, at 13929 OO Ave., Iowa Falls. Motion carried.

Hoffman moved, Granzow seconded to approve the fireworks permit application submitted by Summit Agricultural Group for July 27, 2019 at 22051 230<sup>th</sup> Street, Hubbard. Motion carried.

Public Comments: None.

Other Business: None.

Hoffman moved, Granzow seconded to adjourn. Motion carried.

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Reneé McClellan, Chair  
Board of Supervisors

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Jessica Lara  
Hardin County Auditor

HARDIN COUNTY BOARD OF SUPERVISORS  
MINUTES  
THURSDAY, JUNE 20, 2019  
10:00 A.M.  
COURTHOUSE LARGE CONFERENCE ROOM

At 10:00 a.m. the Board met for the job performance review of County Engineer, Taylor Roll. Present: Supervisors Reneé McClellan, Lance Granzow, and BJ Hoffman; and Taylor Roll, Mike Galloway, and Nancy Lauver.

The following points were discussed:

1. Job Knowledge
2. Decision Making/Judgement
3. Personal/Personnel Development
4. Interpersonal Skills
5. Communication
6. Problem Solving
7. Teamwork
8. Work Environment/Safety
9. Attendance/Punctuality

At 11:20 a.m. the Board met for the job performance review of Property Manager Jody Mesch. Present: Supervisors Reneé McClellan, Lance Granzow, and BJ Hoffman; and Jody Mesch, Mike Galloway, and Nancy Lauver.

The following points were discussed:

1. Job Knowledge
2. Decision Making/Judgement
3. Personal/Personnel Development
4. Interpersonal Skills
5. Communication
6. Problem Solving
7. Teamwork
8. Work Environment/Safety
9. Attendance/Punctuality

At 12:00 Noon the Board met with Department Heads/Elected Officials. Present: Supervisors Reneé McClellan, Lance Granzow, and BJ Hoffman; and Mike Galloway, Lori Kadner, Machel Eichmeier, Taylor Roll, Darrell Meyer, Don Knoell, Megan DiCesare, Bernie Koehrsen, Wes Wiese, Jody Mesch, Dave McDaniel, Jess Sheridan, Jessica Lara, Thomas Craighton, Julie Duhn, and Nancy Lauver.

Employee events were discussed and will be looked into further.

The HVAC project was reviewed by Property Manager Jody Mesch.

Updates were provided on the status of Greenbelt Home Care and hiring a full-time Economic Development Director.

Discussion was held with HR Attorney Mike Galloway on exempt or non-exempt/hourly employees and Deputies, plus clothing, uniforms and personal protective equipment.

Wellness and incentives to participate in wellness programs was discussed.

At 1:50 p.m. the Board met for the job performance review of Megan DiCesare, IRVM Manager. Present: Supervisors Reneé McClellan, and Lance Granzow; and Megan Dicesare, Mike Galloway, Julie Duhn, and Nancy Lauver. Supervisor BJ Hoffman was absent.

Job performance evaluation forms will be completed by all parties, compiled, and discussed at a meeting in July.

Granzow moved, McClellan seconded to adjourn at 2:00 p.m. Motion carried.

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Reneé McClellan, Chair  
Board of Supervisors

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Jessica Lara  
Hardin County Auditor

Claims Paid - June 26, 2019

Ackley Painting Company	\$66,429.00
Alliant Energy	\$7,186.66
Altec Industries, Inc.	\$2,651.18
Amy L Lampman	\$126.00
Black Hills Energy	\$19.91
Bremer County Sheriff	\$31.00
Casey's General Store	\$40.00
CenturyLink	\$16.19
CenturyLink	\$634.93
Christopher Klein	\$150.30
City of Eldora	\$115.92
City of Iowa Falls	\$994.89
Clifford D Cory	\$77.40
Conference Technologies, Inc	\$1,937.62
Connie J Mesch	\$50.00
Corporate Translation Services Inc dba Language Link	\$4.22
Cottage Cemetery Society	\$84.00
Creps & Abels Funeral Home Inc	\$1,000.65
Diamond Vogel	\$30.59
Diane E Rash	\$13.00
Four Oaks Family & Childrens Services	\$1,446.15
Franklin County Emergency Mgmt	\$495.00
Galls Incorporated	\$824.34
GECRB/AMAZON	\$4,274.56
GovConnection, Inc	\$2,387.27
Grundy Co. Memorial Hospital	\$82.00
Hardin Co Tire & Service Inc	\$1,092.41
Hardin County Office Supplies	\$282.94
Hardin County Sheriff	\$47.29
Heart of Iowa	\$501.06
IACCS	\$1,000.00
Innovative Ag Services	\$1,494.42
Iowa Falls Auto Body	\$150.00
Iowa Law Enforcement Academy	\$1,000.00
Jeffrey J Folkerts	\$100.91
Jessica A Lara	\$509.25
Jody L Mesch	\$40.00
John Deere Financial	\$958.29
Karl Chevrolet Inc	\$4,359.75
Lawson Products Inc	\$1,270.92
Leonard D Baker	\$129.99
Lexipol LLC	\$7,576.00
Magic Mufflers Brakes	\$719.80
Martin Marietta Aggregate	\$21,761.27
Michelle L Ryan	\$99.40
Midland Power Cooperative	\$234.04
Omnicare Inc	\$328.09
Quality Automotive Inc	\$73.00
R Comm Wireless	\$2,606.00
Radcliffe Telephone Co	\$313.57
Randall E Kramer	\$29.00
RC Systems- Waterloo Office	\$36,641.24
Schneider Corporation	\$2,175.00
Siemens Industry Inc	\$14,487.00
Stivers Ford Lincoln	\$31,445.00
Storey Kenworthy	\$308.72
Storey Kenworthy	\$4,115.79
Thomas Craighton	\$61.99
Tim Rogers	\$93.60
Times Citizen	\$185.18
Titan Machinery	\$174.00
U.S. Post Office	\$220.00
Van Wall Equipment	\$759.04
Van Wall Equipment Inc	\$11,500.00
VISA	\$735.03
Walmart Community	\$525.28
William J Hoffman	\$195.75
Windstream Communications	\$1,816.86
Grand Total	\$243,219.66

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Renee McClellan, Chair  
Board of Supervisors

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Jessica Lara  
Hardin County Auditor



# HARDIN COUNTY

## Courthouse

HARDIN COUNTY COURTHOUSE  
1215 EDGINGTON AVE.  
ELDORA, IA 50627

**FILED**

JUN 12 2019

### HARDIN COUNTY Employee Change of Status Report

HARDIN COUNTY AUDITOR

Please enter the following change(s) as of 07/01/2019  
Date

Name: Jessica Sheridan

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

Fund: 0001-23-3020-000-10000

Department: Environmental Health/Zoning

Position: Environmental Health Specialist

Salary/Hourly Rate: \$18.48

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

Other: Increase in pay to get salary to recommended level. Jessica has also taken on zoning responsibilities in the last year.

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: Micah E. Cutler  
Elected Official or Department Head

05/22/2019  
Date

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

\_\_\_\_\_  
Date





# HARDIN COUNTY

## Courthouse

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ELDORA, IA 50627

### HARDIN COUNTY Employee Change of Status Report

Please enter the following change(s) as of 6/18/2019  
Date

Name: Jody L. Mesch

Department: Property Management

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

Position: Property Manager

City State Zip Code

Salary/Hourly Rate: \$33.02/hr

Fund: \_\_\_\_\_

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: 5% instead of 2.15% increase of 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: \_\_\_\_\_  
Elected Official or Department Head

\_\_\_\_\_ Date

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

\_\_\_\_\_ Date



# HARDIN COUNTY

## Courthouse

HARDIN COUNTY COURTHOUSE  
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ELDORA, IA 50627

### HARDIN COUNTY Employee Change of Status Report

Please enter the following change(s) as of 6/18/2019  
Date

Name: Jody L. Mesch

Department: Property Management

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

Position: Property Manager

City State Zip Code

Salary/Hourly Rate: \$70,000

Fund: \_\_\_\_\_

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

Reason of Change:

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

Other: Salary instead of hourly. Increase in pay due to increase of 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: \_\_\_\_\_  
Elected Official or Department Head

\_\_\_\_\_ Date

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

\_\_\_\_\_ Date



# HARDIN COUNTY

## Courthouse

HARDIN COUNTY COURTHOUSE  
1215 EDGINGTON AVE.  
ELDORA, IA 50627

### HARDIN COUNTY Employee Change of Status Report

**FILED**

JUN 19 2019

HARDIN COUNTY AUDITOR

Please enter the following change(s) as of 7-1-2019  
Date

Name: Cliff Cory

Department: County Attorney

Address: \_\_\_\_\_  
Eldora, IA

Position: Paralegal / Victim Witness Coord.

Salary/Hourly Rate: 43,332.00

Fund: \_\_\_\_\_

Weekly Scheduled Hours: 40.375

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: Quality of Work. Expansion of skills/duties has enabled  
the office to perform effectively with less overall payroll  
required. This request is approx. \$778/yr. over std. increase.

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

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

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

Authorized by: \_\_\_\_\_  
Elected Official or Department Head

6-19-19  
Date

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

\_\_\_\_\_  
Date



# HARDIN COUNTY

## Courthouse

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1215 EDGINGTON AVE.  
ELDORA, IA 50627

### HARDIN COUNTY Employee Change of Status Report

**FILED**

JUN 19 2019

HARDIN COUNTY AUDITOR

Please enter the following change(s) as of 7-1-2019  
Date

Name: Carol Fletcher  
Address: \_\_\_\_\_  
Eldora, IA  
Fund: \_\_\_\_\_

Department: County Attorney  
Position: Office Mgr.  
Salary/Hourly Rate: \$39,540.00  
Weekly Scheduled Hours: 40 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

Other: Quality of Work. Expansion of skills - Has enabled the office  
to perform effectively with less overall payroll required.  
This request is approximately \$710/yr. over std. increase.

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

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

Authorized by: [Signature] 6-19-19  
Elected Official or Department Head Date

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



# HARDIN COUNTY

## Courthouse

HARDIN COUNTY COURTHOUSE  
1215 EDGINGTON AVE.  
ELDORA, IA 50627

**FILED**

JUN 19 2019

HARDIN COUNTY AUDITOR

### HARDIN COUNTY Employee Change of Status Report

Please enter the following change(s) as of 7-1-2019  
Date

Name: Christopher Klein

Department: County Attorney

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

Position: Asst. Co. Atty

Iowa Falls, IA

Salary/Hourly Rate: \$ 70,000

Fund: \_\_\_\_\_

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

Other: Quality of work, Desire for retention - align salary with comparable counties. 50 counties have FT Asst. - of those 10 are below \$70K, 40 are above. Workload - office went from 2 FT Asst. to a single FT Asst.

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

6-19-19  
Date

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

\_\_\_\_\_  
Date



Authorization for Direct Weekly/Monthly Withdrawals
For Payment of Claims and Fees
(ACH Debit)

Account Legal Name: Hardin County

Account's Wellmark Group Number: 36373

The undersigned hereby authorizes Wellmark Blue Cross and Blue Shield of Iowa, hereinafter called Wellmark, to initiate debit entries to the (select one):

- Checking Account
Savings Account

indicated below at the financial institution named below for the payment of claims, administrative fees, network access fees, and other amounts billed by Wellmark to Account (collectively, the "Debit Amount"). The debit transaction for weekly withdrawals of the Debit Amount shall occur on the fifth business day of each week (Friday) in the amount of \$45,500.00. The undersigned Group Account acknowledges and agrees that the Debit Amount for the Monthly Settlement is variable but that such monthly settlement of the Debit Amount from the same account shall not exceed N/A.

FINANCIAL INSTITUTION

Please complete the information below.

Bank Name: Hardin County Savings Bank

Branch Name: Eldora

City/State/ZIP Code: Eldora, IA 50627

ABA Routing Number: 073904117

Bank Account Number: 205281

This Authorization supersedes and replaces any previous authorizations with respect to this Group Account for automatic withdrawal of the Debit Amount from the above-described Account. This authorization is to remain in full force and in effect until Wellmark has received written notification from an authorized representative of Account of the termination of this Authorization in such time and in such manner as to afford Wellmark and the financial institution thirty (30) days advance notice. In the event the administrative services agreement between Account and Wellmark terminates, the authorization will terminate as of the effective date of the final debit to the specified financial institution account subsequent to termination of the agreement.

ACCOUNT

By: \_\_\_\_\_

Title: Board of Supervisors, Chairman

Date: June 26, 2019

Blue Cross®, Blue Shield®, and the Cross® and Shield® symbols are registered marks of the Blue Cross and Blue Shield Association, an Association of Independent Blue Cross and Blue Shield Plans. Wellmark® is a registered mark of the Wellmark, Inc.

# Required Federal Accessibility and Nondiscrimination Notice



## Discrimination is against the law

Wellmark complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex. Wellmark does not exclude people or treat them differently because of their race, color, national origin, age, disability or sex.

## Wellmark provides:

- Free aids and services to people with disabilities so they may communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, call 800-524-9242.

If you believe that Wellmark has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance with: Wellmark Civil Rights Coordinator, 1331 Grand Avenue, Station 5W189, Des Moines, IA 50309-2901, 515-376-4500, TTY 888-781-4262, Fax 515-376-9073, Email [CRC@Wellmark.com](mailto:CRC@Wellmark.com). You can file a grievance in person, by mail, fax or email. If you need help filing a grievance, the Wellmark Civil Rights Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail, phone or fax at: U.S. Department of Health and Human Services, 200 Independence Avenue S.W., Room 509F, HHH Building, Washington DC 20201, 800-368-1019, 800-537-7697 (TDD).

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

ATENCIÓN: Si habla español, los servicios de asistencia de idiomas se encuentran disponibles gratuitamente para usted. Comuníquese al 800-524-9242 o al (TTY: 888-781-4262).

注意：如果您说普通话，我们可免费为您提供语言协助服务。请拨打 800-524-9242 或（听障专线：888-781-4262）。

CHÚ Ý: Nếu quý vị nói tiếng Việt, các dịch vụ hỗ trợ ngôn ngữ miễn phí có sẵn cho quý vị. Xin hãy liên hệ 800-524-9242 hoặc (TTY: 888-781-4262).

NAPOMENA: Ako govorite hrvatski, dostupna Vam je besplatna podrška na Vašem jeziku. Kontaktirajte 800-524-9242 ili (tekstualni telefon za osobe oštećena sluha: 888-781-4262).

ACHTUNG: Wenn Sie deutsch sprechen, stehen Ihnen kostenlose sprachliche Assistenzdienste zur Verfügung. Rufnummer: 800-524-9242 oder (TTY: 888-781-4262).

تنبيه: إذا كنت تتحدث اللغة العربية، فإننا نوفر لك خدمات المساعدة اللغوية، المجانية. اتصل بالرقم 800-524-9242 أو (خدمة الهاتف النصي: 888-781-4262).

ສິ່ງຄວນເອົາໃຈໃສ່: ພາສາລາວ ຖ້າທ່ານເວົ້າ: ພວກເຮົາມີບໍລິການຄວາມຊ່ວຍເຫຼືອດ້ານພາສາ ໃຫ້ທ່ານໂດຍບໍ່ເສຍຄ່າ ຫຼື 800-524-9242 ຕິດຕໍ່ທີ. (TTY: 888-781-4262).

주의: 한국어 를 사용하시는 경우, 무료 언어 지원 서비스를 이용하실 수 있습니다. 800-524-9242번 또는 (TTY: 888-781-4262)번으로 연락해 주십시오.

ध्यान रखें: अगर आपकी भाषा हिन्दी है, तो आपके लिए भाषा सहायता सेवाएँ, नि:शुल्क उपलब्ध हैं। 800-524-9242 पर संपर्क करें या (TTY: 888-781-4262)।

ATTENTION : si vous parlez français, des services d'assistance dans votre langue sont à votre disposition gratuitement. Appelez le 800 524 9242 (ou la ligne ATS au 888 781 4262).

Geb Acht: Wann du Deutsch schwetze duscht, kansch du Hilf in dei eegni Schprooch koschdefrei griege. Ruf 800-524-9242 odder (TTY: 888-781-4262) uff.

โปรดทราบ: หากคุณพูด ไทย เรามีบริการช่วยเหลือด้านภาษาสำหรับคุณโดยไม่คิด ค่าใช้จ่าย ติดต่อ 800-524-9242 หรือ (TTY: 888-781-4262)

PAG-UKULAN NG PANSIN: Kung Tagalog ang wikang ginagamit mo, may makukuha kang mga serbisyong tulong sa wika na walang bayad. Makipag-ugnayan sa 800-524-9242 o (TTY: 888-781-4262).

တောင်းဆိုသူ-နယ်စပ်ဒေသများရှိ ကျွန်ုပ်တို့၏ ဝန်ဆောင်မှုများကို လိုက်လံဆောင်ရွက်ပေးရန်အတွက် ဝန်ဆောင်မှုများကို (TTY: 888-781-4262) ဝန်ဆောင်ပေးပါမည်။

ВНИМАНИЕ! Если ваш родной язык русский, вам могут быть предоставлены бесплатные переводческие услуги. Обращайтесь 800-524-9242 (телетайп: 888-781-4262).

सावधान: यदि तपाईं नेपाली बोल्नुहुन्छ भने, तपाईंका लागि नि:शुल्क रूपमा भाषा सहायता सेवाहरू उपलब्ध गराइन्छ। 800-524-9242 वा (TTY: 888-781-4262) मा सम्पर्क गर्नुहोस्।

ማሳሰቢያ: ከግርግር የሚናገሩ ከሆኑ፣ የቋንቋ አገዛ አገልግሎቶች፣ ከክፍያ ነፃ፣ ያገኛሉ። በ 800-524-9242 ወይም (በTTY: 888-781-4262) ደውሎ ያነጋግሩ።

HEETINA To a wolwa Fulfulde laabi walliinde dow wolde, naa e njobdi, ene ngoodi ngam maada. Hebir 800-524-9242 malla (TTY: 888-781-4262).

FUULEFFANNAA: Yo isin Oromiffaa, kan dubbattan taatan, tajaajiloonni gargaarsa afaanii, kaffaltii malee, isiniif ni jiru. 800-524-9242 yookin (TTY: 888-781-4262) quunnaamaa.

УВАГА! Якщо ви розмовляєте українською мовою, для вас доступні безкоштовні послуги мовної підтримки. Зателефонуйте за номером 800-524-9242 або (телетайп: 888-781-4262).

Ge': Diné k'ehjí yánítí'go níká bizaad bee áká' adoowoł, t'áá jiiik'é, náhóló. Kojí' hólné' 800-524-9242 doodaii' (TTY: 888-781-4262)

Wellmark Blue Cross and Blue Shield of Iowa, Wellmark Health Plan of Iowa, Inc., Wellmark Synergy Health, Inc., Wellmark Value Health Plan, Inc and Wellmark Blue Cross and Blue Shield of South Dakota are independent licensees of the Blue Cross and Blue Shield Association

Applicant License Application ( LC0029404 )

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

Contact Person

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

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 07/17/2019

Expiration Date: 07/16/2020

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

**APPROVED BY HARDIN COUNTY  
BOARD OF SUPERVISORS**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

Status of Business

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

Ownership

**KEVIN ENGELKING**

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

**KEN BROWNLEE**

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

**MARSHA PETTIGREW**

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





# HARDIN COUNTY

## Auditor's Office

Order # 5881

Date: 6/21/2019

To the Treasurer of Hardin County Iowa:

You are hereby authorized to: Abate the taxes of:  
(Add/Abate/Suspend)

Ellsworth Neighborhood Investment Group LLC 590 Iowa Falls City  
Owner's Name Tax District

Several (See Below) ELLSWORTH ESTATES 1ST ADD-LOT 1 (SEVERAL UNITS)  
Parcel Number Property Description

Reason for Change: The Board of Review approved to adjust the values as the units were not completed in 2018, but owners failed to notify the Assessor's Office.

Value Year	Payable Year	Parcel #	Unit #	Orig Dwelling Value	New Dwelling Value	Difference
2018	2019/2020	89-20-18-159-101	101	\$234,710.00	\$140,820.00	-\$93,890.00
2018	2019/2020	89-20-18-159-102	102	\$243,830.00	\$149,280.00	-\$94,550.00
2018	2019/2020	89-20-18-159-105	105	\$187,730.00	\$114,940.00	-\$72,790.00
2018	2019/2020	89-20-18-159-106	106	\$190,740.00	\$116,780.00	-\$73,960.00
2018	2019/2020	89-20-18-159-108	108	\$219,030.00	\$89,400.00	-\$129,630.00
2018	2019/2020	89-20-18-159-109	109	\$220,790.00	\$90,120.00	-\$130,670.00
2018	2019/2020	89-20-18-159-201	201	\$151,490.00	\$103,060.00	-\$48,430.00
2018	2019/2020	89-20-18-159-202	202	\$192,580.00	\$117,900.00	-\$74,680.00
2018	2019/2020	89-20-18-159-203	203	\$200,550.00	\$122,790.00	-\$77,760.00
2018	2019/2020	89-20-18-159-204	204	\$154,890.00	\$105,370.00	-\$49,520.00
2018	2019/2020	89-20-18-159-205	205	\$154,890.00	\$70,250.00	-\$84,640.00
2018	2019/2020	89-20-18-159-206	206	\$153,190.00	\$69,480.00	-\$83,710.00
2018	2019/2020	89-20-18-159-207	207	\$233,490.00	\$95,300.00	-\$138,190.00
2018	2019/2020	89-20-18-159-208	208	\$220,790.00	\$90,120.00	-\$130,670.00
2018	2019/2020	89-20-18-159-302	302	\$158,270.00	\$71,780.00	-\$86,490.00

\_\_\_\_\_  
Jessica Lara, Auditor

\_\_\_\_\_  
Renee McClellan, Chairperson

## Central Iowa Community Services Advocate Services Agreement

**THIS ADVOCATE SERVICES AGREEMENT** (the “**Agreement**”), entered into this First day of July, 2019, is by and between Central Iowa Community Services (“**CICS**”) and Hardin County (“**County**”).

### RECITALS:

A. CICS is a governmental entity organized under Chapter 28E of the Code of Iowa, governed by its Governing Board and has contracted with the State of Iowa to provide advocacy services in the Mental Health and Disability Region assigned to CICS.

B. County employs one or more advocates (“**Advocate(s)**”) qualified under the laws of the State of Iowa to provide Advocate Services and County desires to contract with CICS to provide Advocate Services for the benefit of CICS Individuals.

In consideration of the premises and promises contained herein, it is mutually agreed by and between CICS and County as follows:

### **SECTION 1** **Definitions**

**Advocate Services:** Services enumerated in this Agreement, Iowa Code section 229.19 and 441 Iowa Administrative Code 25.19, and this Agreement.

**CICS Governing Board:** The board of CICS responsible for governing CICS.

**HIPAA:** Collectively, the Health Information Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and all implementing regulations.

**Individual:** The respondent who is receiving mental health Advocate Services under Iowa Code chapter 229.

**Individual Authorization:** An Individual Authorization is a standard form, signed by an individual, to allow disclosure of the individual’s Protected Health Information. The form must comply with HIPAA and all other applicable federal and state laws. The individual may revoke the Individual Authorization at any time in accordance with its terms.

**Mental Health and Disability Services Region:** The same as defined in Iowa Code section 331.389.

**Protected Health Information:** Individually identifiable health information that is transmitted by or maintained in electronic media, or transmitted by or maintained in any other form or medium.

**SECTION 2**  
**Duties of Advocate**

**Section 2.1 Qualifications.**

- (a) Each Advocate shall meet the following qualifications:
  - (i) Possess a bachelor's degree with 30 semester hours or equivalent quarter hours in a human services field (including, but not limited to, psychology, social work, mental health counseling, marriage and family therapy, nursing, education, occupational therapy, and recreational therapy) and at least one year of experience in the delivery of services to persons with mental illness; or
  - (ii) Hold an Iowa license to practice as a registered nurse and have at least three years of experience in delivery of services to persons with mental illness.
- (b) Pass criminal background, sex offender registry, and child and dependent adult abuse registry checks before hire.

**Section 2.2 Advocate Assignment.** Each Advocate shall be assigned by the committing court in accordance with 441 Iowa Administrative Code 25.103.

**Section 2.3 Advocate Responsibilities** The minimum duties of each Advocate is described in Iowa Code section 229.19. Without limiting the foregoing:

- (a) Each Advocate shall be readily accessible to communication from the Individual and shall initiate contact within 5 days of the Individual's commitment. Advocate shall inform the Individual regarding the role of Advocate.
- (b) Each Advocate shall meet the Individual in person within 15 days of the Individual's commitment. Advocate shall present the county grievance procedure process, in writing, to the Individual. The presentation shall include the county grievance procedure and contact information and the contact information for the citizens' aide/ombudsman. Advocate shall inform the Individual about the mental health crisis services that are available.
- (c) Each Advocate shall review each report submitted to the court and communicate with the Individual's medical and treatment team. Advocate shall abide by all federal, state, and local confidentiality laws.
- (d) Each Advocate shall file with the court Iowa Ct. R. 12.36—Form 30, quarterly reports for each Individual assigned to the Advocate. The report shall state the actions taken with the Individual and amount of time spent on behalf of the Individual.
- (e) Each Advocate shall maintain an organized confidential and secure file for each Individual served. The file shall contain but not be limited to:

- i. Copies of quarterly reports submitted to the court.
  - ii. Copies of correspondence sent to and received from the Individual, family members, providers and others.
  - iii. Releases of information.
  - iv. Case notes describing the date, time and type of contact with the Individuals or others and a brief narrative summary of the content or outcome of the contact.
  - v. Documents filed with the court electronically shall be considered as part of the Individual's file.
- (f) Each Advocate shall register as provided in Iowa Ct. R. 16.305(1) to participate in the court's electronic document management system and shall submit all documents to be filed with the court electronically. The documents will be stored as electronic records that are retrievable and readable through the electronic document management system.
- (g) Each Advocate shall comply with all county policies and procedures, including but not limited to hiring, supervision, grievance procedures, and training.

**Section 2.4 Advocate Records.** All Advocate records are the property of County, which is responsible for the provision of confidential storage, transfer, and destruction of client files, including those maintained on electronic and digital devices, with access limited according to the county's policy on confidentiality as described in subrule 25.105(6).

**Section 2.5 Attendance at Hospitalization Hearing.** Advocate may attend the hospitalization hearing of an Individual represented by an attorney; however, payment for Advocate's attendance is at the discretion of the county of employment.

**Section 2.6 Access to Books and Records.** Unless otherwise required by applicable statutes or regulation, County and each Advocate shall allow CICS access to books, records, or cost reports as needed to establish rates for CICS administration of program, or for financial audits, during the term of this Agreement and seven (7) years following its termination. County and each Advocate shall obtain any necessary Individual Authorization to allow CICS to exercise its rights under this Agreement.

**Section 2.7 Licenses.** At all times, each Advocate shall have all necessary licenses and certifications to perform the Advocate Services.

### **SECTION 3** **Payment**

**Section 3.1 Compensation to Advocate.** County and each Advocate agree that County's acceptance of payment from CICS for Advocate Services provided to Individuals under this Agreement is payment in full. County or any Advocate shall not negotiate and/or accept lower rates or more favorable terms than those provided for in this Agreement from any other Region or county. Rates of compensation for Advocate Services are set forth in Attachment A, Service Definitions and Rates.

**SECTION 4**  
**Relationship Between the Parties**

**Section 4.1 Relationship Between CICS and Advocate.** The relationship between CICS, on the one hand, and County and each Advocate, on the other hand, is solely that of independent contractors and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency, or joint venture. County shall maintain social security, workers' compensation and all other employee benefits covering each Advocate as required by law.

**SECTION 5**  
**Liability Insurance**

**Section 5.1 Advocate Liability Insurance.** County agrees to carry professional liability and comprehensive general liability insurance (claims-made with appropriate tail coverage or occurrence-based), at its own expense, each in an amount of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate, covering any claims with respect to Advocate Services that may arise out of an incident occurring during the term of this Agreement. Such insurance shall include coverage for claims in connection with the performance of County's responsibilities under this Agreement. County shall furnish to CICS, from time to time, as requested by CICS, proof of such insurance, which proof will include the name of the carrier, effective dates of coverage and coverage amounts.

**SECTION 6**  
**Laws and Regulations**

**Section 6.1 Laws and Regulations.** County represents, covenants, and warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal and state laws.

**Section 6.2 Compliance with Civil Rights Laws.** County agrees not to discriminate or differentiate in the treatment of any individual based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability. County agrees to ensure mental health and disability services are rendered to CICS Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from County or any Advocate.

**Section 6.3 Equal Opportunity Employer.** CICS counties are equal employment opportunity employers. CICS supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, sex, creed, color, sexual orientation, gender identity, national origin, religion, or disability, or any other classification protected by law or ordinance. County and each Advocate agree that it is in full compliance with this policy.

**Section 6.4 Confidentiality of Records.** CICS and County agree to maintain the confidentiality of all information regarding Advocate Services provided to CICS Individuals under this Agreement in accordance with any applicable laws and regulations, including, without limitation, HIPAA. County acknowledges that in receiving, storing, processing, or otherwise dealing with information from CICS about CICS Individuals, it is fully bound by federal and state laws and regulations, including, without limitation, HIPAA, governing the confidentiality of medical records, mental health and disability services records, and Protected Health Information.

## **SECTION 7** **Term and Termination**

**Section 7.1 Term.** The term of this Agreement shall be for a period of one (1) year commencing on the date first above written, or until the end of the current fiscal year, whichever occurs first.

**Section 7.2 Termination Without Cause.** Either party may terminate this Agreement without cause upon sixty (60) days prior written notice of termination to the other party.

**Section 7.3 Termination With Cause by CICS.** CICS shall have the right to terminate this Agreement immediately by giving written notice to County upon the occurrence of any of the following events: (a) restriction, suspension or revocation of County's license, certification or accreditation or the license of any Advocate employed by or contracted with County to perform services under this Agreement; (b) County's loss of any liability insurance required under this Agreement; or (c) bankruptcy filing by the County.

**Section 7.4 Termination by County.** County may terminate this Agreement pursuant to Section 8.2; provided that County notifies CICS within thirty (30) days of the effective date of such amendment of its disagreement with such amendment.

**Section 7.5 Termination for Breach.** Either party shall have the right to terminate this Agreement for material breach of this Agreement by the other party that is not cured within thirty (30) days after written notice to the other party is provided.

**Section 7.6 Information to CICS Individuals.** County acknowledges the right of CICS to inform CICS Individuals of County's termination of this Agreement and agrees to cooperate with CICS in deciding on the form of such notification.

**Section 7.7 Notices to CICS.** Any notice, request, demand, waiver, consent, approval or other communication to CICS which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

CICS Operations Officer  
126 S. Kellogg Ave., Ste. 001  
Ames, IA 50010

**Section 7.8 Notices to County.** Any notice, request, demand, waiver, consent, approval or other communication to County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Hardin County  
Attention: Linn Adams  
1201 14<sup>th</sup> Ave.  
Eldora, Ia. 50627

## **SECTION 8** **Amendments**

**Section 8.1 Amendment.** Subject to Sections 8.1, this Agreement may be amended at any time only by the mutual written agreement of the parties.

**Section 8.2 Regulatory Amendment.** CICS may amend this Agreement to comply with applicable statutes and regulations and shall give written notice to County of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice. If County does not agree with the amendment, County may terminate this Agreement as provided in Section 7.4.

## **SECTION 9** **Other Terms and Conditions**

**Section 9.1 Non-Exclusivity.** This Agreement does not confer upon County any exclusive right to provide services to CICS Individuals in County's geographical area. CICS reserves the right to contract with other parties for similar services. The parties agree that County and each Advocate may continue to contract with other organizations.

**Section 9.2 Assignment.** County may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of CICS. Any assignment not in accordance with this Section 9.2 shall be null and void.

**Section 9.3 Subcontracting.** County may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to CICS. Mutual agreement must be obtained between County, CICS, and any subcontractor.

**Section 9.4 Entire Agreement and Amendments.** This Agreement and its attachments constitute the entire agreement between CICS and County, and supersedes or replaces any prior agreements between CICS and County relating to its subject matter. This Agreement may be amended only pursuant to a written document executed by both parties.

**Section 9.5 Rights of County and CICS.** County agrees that CICS may use County's and each Advocate's name, address, telephone number, description of County, Advocate, and Advocate's services in any promotional activities. Otherwise, no party shall use each other's name, symbol or service mark without prior written approval of the other party.

**Section 9.6 Invalidity.** If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way affect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

**Section 9.7 No Waiver.** The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

**Section 9.8 Execution.** This Agreement has been executed by the parties hereto, through their duly authorized officials.

**Section 9.9 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (but without regard to provisions thereof relating to conflicts of laws).

**Section 9.10 No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein made confer, upon any person other than the parties to this Agreement and their respective successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.

**Section 9.11 Survival.** Sections 2.3, 2.4, 5.1, 7.6, 7.7, 7.8, and Section 9 shall survive any termination of this Agreement.

**Section 9.12 Waiver of Jury Trial. EACH PARTY HEREBY UNCONDITIONALLY WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO AND IN ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, DEMAND OR OTHER MATTER WHATSOEVER ARISING OUT OF THIS AGREEMENT.**

**Central Iowa Community Services:**

**Hardin County:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: Chair, CICS Governing Board

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**ATTACHMENT A  
SERVICE DEFINITIONS AND RATES**

<b>Chart of Account</b>	<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
75XXX	Mental Health Advocate	Monthly	See Other Terms

**OTHER TERMS:**

**Mental Health Advocate funding is approved via the local Community Services Mental Health Expenditure Budget.**

**Central Iowa Community Services:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: Chair, CICS Governing Board

Date: \_\_\_\_\_

**Hardin County:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Fireworks Permit Application

Applicant Name                      ROBERT GEHRKE

---

Address                                      19747 205 STREET

---

City    Iowa Falls

---

State    IA

---

Zip Code                                      50126

---

Phone Number

---

Email Address

---

Name of organization applying for permit to explode fireworks:                      GEHRKE LAKE AND CAMPGROUND

---

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

---

List previous experience of the operator or operators in exploding the fireworks:                      LANCE HAS EXPLODED OUR FIREWORKS FOR MANY YEARS IN A SAFE METHOD FOR HIS HELPERS AND THE PUBLIC.

---

Has the operator or operators had any training in exploding fireworks?                      No

---

If so, what has this consisted of?                      *Field not completed.*

---

Date(s) on which the fireworks display shall take place:	JULY 6, 2019
Location at which the fireworks shall be exploded:	WEST SIDE OF GEHRKE'S LAKE
City	Iowa Falls
State	IA
Zip Code	50126
Will any emergency medical treatment be available at the location of where the fireworks will be displayed?	Yes
If so, what will this consist of?	NURSES, FIREFIGHTERS WITH TRAINING
Will any fire protection be available at the location of the fireworks display?	Yes
If so, what will this consist of?	WATER TRUCK
Will you notify your local fire department regarding the date, time, and location of the fireworks display?	Yes
Will any search be conducted after the fireworks display for unexploded fireworks?	Yes
Will people be restricted from the area until the search is completed?	Yes
Will the location where the fireworks display is conducted be wetted down after the fireworks display?	Yes

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

---

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

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

---

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

---

Applicant Signature                      ROBERT GEHRKE

---

Date    6/24/2019

---

(Section Break)

---

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

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

*Submit completed application by email to:  
Nancy Lauver, [nlauver@hardincountyia.gov](mailto:nlauver@hardincountyia.gov)*

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## HARDIN COUNTY'S POLICY

### FOR PUBLIC COMMENT


1. The "Public Comments" section of the agenda is your opportunity to address items not on the agenda. A speaker may speak to one (1) issue per meeting for a maximum of three (3) minutes. Official action cannot be taken by the Board at that time, but may be placed on a future agenda or referred to the appropriate department. Keep items germane and refrain from personal or slanderous remarks.
2. The public may address any item on the agenda after recognition by the Chair. State your name, address, and group affiliation (if appropriate). You may speak one (1) time for a maximum of three (3) minutes.

Adopted this 1st day of July, 2009.

HARDIN COUNTY BOARD OF SUPERVISORS

  
Jim Johnson, Chair

  
Erv Miller, Member

  
Ed Bear, Member