



HARDIN COUNTY
Board of Supervisors

Wednesday, November 10, 2021

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

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

Documents:

[VENDOR PUBLICATION REPORT DIRECT PAYABLES 11.5.2021.PDF](#)
[VENDOR PUBLICATION REPORT 11.10.2021.PDF](#)

5. Utility Permits & Secondary Roads Department
6. Approve Permits For The City Of Eldora

Documents:

[2021 EOC PARKING - ALL APPLICATIONS.PDF](#)

7. Approve Emergency Operations Center Parking Lot Construction

Documents:

[EOC BLANK MAP.PDF](#)
[EOC DRAINAGE.PDF](#)
[EOC PARKING.PDF](#)

8. Engagement Letter From CGA For Heartland Greenway System Pipeline

Documents:

[HEARTLAND CARBON LINE - HARDIN COUNTY - CGA SIGNED.PDF](#)
[CGA ATTACHMENT B - 2021 RATE SCHEDULE.PDF](#)

9. Letter Of Consent To County Attorney To Provide Information For Yearly Audit

Documents:

[LETTER OF CONSENT TO DARRELL MEYER.PDF](#)

10. Resolution Approving Amendment To Electronic Services System 28E Agreement

Documents:

[RESOLUTION APPROVING 28E AGREEMENT AMENDMENT WITH ESS.PDF](#)
[AMENDMENT TO ELECTRONIC SERVICES SYSTEM 28E AGREEMENT.PDF](#)

11. Applications For Family Farm Tax Credit

Documents:

[APPLICATIONS FOR FAMILY FARM CREDIT.PDF](#)

12. Change Of Status – Secondary Roads

Documents:

[CHANGE OF STATUS - SECONDARY ROADS.PDF](#)

13. Other Business

14. Adjournment/Recess

15. 9:30 A.M. Drainage
Courthouse Large Conference Room

16. 12:00 P.M. Department Head Meeting
Emergency Operations Center, 1031 Edgington Ave., Eldora



Hardin County

Vendor Publication Report

Payment Date Range: 11/05/2021 - 11/05/2021

Vendor Name	Vendor Number	Total Payments
City of Ackley	3015V	106.27
City of Radcliffe	517V	65.80
Grand Total:	172.07	



Hardin County

Vendor Publication Report

Payment Date Range: 11/10/2021 - 11/10/2021

Vendor Name	Vendor Number	Total Payments
AgsSource Cooperative Serv	2607V	151.00
AgSource Laboratories	6022V	33.00
Ahlers & Cooney-P.C.	61244V	17,473.10
Alliant Energy	4253V	417.76
Amy Stephenson	100462	181.00
Angela De La Riva	100411	301.00
Becca Junker	100351	25.50
Bowman and Miller-P.C.	61337V	8,800.00
Brooke Lauritson	100731	86.00
C.J. Cooper & Assoc Inc.	62770V	70.00
Campbell Supply Co	620V	342.31
Carol E Strait	16E	162.75
Carol Gilbert	100842	164.50
Carol Van Hove	100963	50.50
Carolyn Tysdahl	2758V	127.00
CenturyLink 2956	4569V	618.00
Chris Carroll	100746	108.00
Christine Axiotis	100739	146.00
Cintas-Chicago	2475V	194.62
City of Alden	512V	31.42
City of Eldora	510V	3,371.45
Colleen Eagan	2912V	104.00
Cooley Pumping LLC	61963V	320.00
Cornelia Throssel	188V	92.00
Corporate Translation Services Inc dba Language Link	100375	51.93
Culligan-Minneapolis	857V	333.70
Dawn Parker	2764V	102.00
Deb Schult	100605	60.50
Debra A. Leimbacher	63583V	211.00
Denise Smith	100457	50.60
Diana Dickenson	2886V	166.00
Donald C Orgel	116E	92.00
Eichmeier Motor Co	100382	281.89
Elaine Bahr	340V	205.25
Eldora Hardware	2647V	245.80
GECRB/AMAZON	2403V	457.43
Gehrke Quarries, Inc.	145V	12,600.28
Greenbelt Home Care	61807V	6,045.44
Hardin Co Tire & Service Inc	4240V	1,403.05
Hardin County Solid Waste & Recycling	4322V	30.00
Heart of Iowa	6335V	2,870.96
Iowa Law Enforcement Academy	1810V	50.00
Iowa Regional Utilities Assoc.-Newton	62036V	287.99
James D Johnson	9237E	39.50
Jamie Geisler	100727	13.00
JDJ Law Firm, PLLC	100964	719.40
Jennifer Johnson	100738	112.50
Judy Finnegan	100961	86.50
Julia Hall	2763V	190.00
June Balvanz	63248V	116.00
Karen Tufte	100747	194.50
Kathryn Blome	100218	94.00
Kathy Fryslie	100962	60.00
Kay Davison	100112	96.50
Ken Brownlee	1595V	35.00

Vendor Publication Report

Payment Date Range: 11/10/2021 - 11/10/2021

Vendor Name	Vendor Number	Total Payments
Kerryn Oliver	100957	105.50
Kris Thompson	100214	70.00
Linn Adams	9245E	20.00
Lisa Lawler	100744	195.25
Lisa Nelson	100743	90.00
Marcia Brownlee	4510V	164.00
Marian J Kuper	100211	128.00
Mary J Swartz	302E	377.44
Mend Correctional Care PLLC	2724V	10,838.39
Michelle Kuechenberg	100956	14.00
Michelle M Harken	4027E	6.35
Mid-America Publishing Corp	62056V	446.39
Murphy Tractor & Equipment Co., Inc	2286V	152.26
NAPA Auto Parts Eldora	617V	3,389.18
Norene Johnson	2418V	113.00
Orkin, 538-Waterloo	100827	60.00
Patricia Friend	63813V	160.00
Petroblend Corp.	1219V	1,900.38
Quaker Security LLC	100507	1,305.00
Rachel J. Wagner, CSR, RPR	100955	98.00
Radcliffe Telephone Co	4207V	313.57
Rapids Reproductions Inc	699V	167.86
RC Systems- Waterloo Office	2077V	5,540.47
Rita Schoeneman	100958	178.25
Robert Thomas CPA, LLC	100954	2,500.00
Roderick R Ryan	900E	150.00
Roger Sutton	100756	90.00
Sandy Scallon	100755	99.00
Scott Swartz	100735	84.50
Shelly Silvey	100960	158.50
Society of Land Surveyors IA	2433V	15.00
South Hardin Signal Review Inc	537V	784.58
Storey Kenworthy	61798V	483.20
Summit Food Service LLC	2332V	4,456.17
Susie Reece	100959	86.00
Theisens	6220V	89.07
Theresa Jones	100745	112.00
U.S. Cellular	62000V	483.82
Verizon Connect	100836	469.70
Verizon Wireless	63648V	7.02
Verlyn Mensing	100703	240.00
VISA	150V	6,591.46
Walmart Community/Capital One	62446V	290.46
Wayne Riskedahl	100313	164.00
Westhenry loerger	100965	123.00
William J Hoffman	596E	115.65
Youth & Shelter Services Inc	1896V	1,399.50
Ziegler Incorporated	1463V	289.58
Grand Total:	105,789.13	

APPLICATION FOR A DEMOLITION PERMIT

City of Eldora, Iowa

Application for a demolition permit must be approved prior to demolition.

The undersigned owner of the property described herein requests permission to demolish property at the location and in the manner as set forth in detail below. The owner agrees that the work will be in accordance with the Ordinances of the City of Eldora and the laws of the State of Iowa.

The owner subscribes to the statements herein as a basis for the issuance of the demolition permit.

Property Owner: Hardin County Date 10-18-2021
(please print)

Applicant: Taylor Roll

Address: 1215 Edgington Avenue
Eldora, IA 50627

Telephone No. 641-858-5058

Address of Property to be demolished: 1309 11th Street

Date of demolition: 11-15-21 Date of completion: 11-19-21

Method of demolition (If you plan to burn property, a burn permit and liability release are also required.) Dumpster, then Haul Away

What permitted site, if demolished, are you taking the rubbish to? County Landfill

What is your contractor's name: Hardin County

Safeguards shall include, but are not limited to, barricades, if the demolition shall take more than one day to complete.

The conditions, requirements, and provisions of this Chapter shall be complied with (Chapter 155).

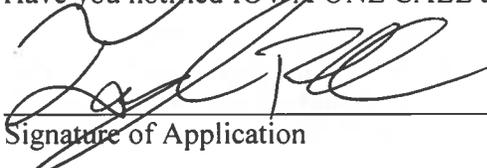
Property fronts of 11th Street (street or avenue)

Does the structure have water or sewer connections? Yes

Have you notified the Water & Sewer Department about disconnections? Yes

Have you notified the Electric & Gas Company about disconnections? Yes

Have you notified IOWA ONE CALL at 1-800-292-8989 of your intentions? Yes



Signature of Application

Signature of Owner

Application approved/refused _____, 20____ *

By: _____
Administrative Official

By: _____
Utility Superintendent

Charge \$25.00

* This permit shall expire one month from the date of approval

APPLICATION FOR DRIVEWAY PERMIT

City of Eldora, Iowa

An application for a driveway permit must be approved prior to starting construction.

The undersigned owner of the property described herein requests permission to install a driveway in the location and manner as set forth in detail below. The owner agrees that the driveway will be in accordance with the Ordinances of the City of Eldora and the laws of the State of Iowa which apply.

1. All driveways shall be of paving of a depth of not less than five and one-half inches (5 1/2") of concrete or three and one-half (3 1/2") of asphalt and shall be at least ten feet (10') in width.
2. The driveway may be placed directly on compact and well drained soil. Where soil is not well drained, a six inch (6") sub-base of compact, clean, coarse gravel or sand shall be laid.
3. The maximum driveway width at the curb line shall be fifty five feet (55') including three foot (3') radius. The longitudinal grade from property line shall be at a slope of one-quarter inch (1/4") per foot to the top of the curb, and shall be not less than two inch (2") grade from property line to top of the curb. A three-quarter inch (3/4") expansion joint shall be placed at the outside edge of the sidewalk. If existing curb and gutter are separated from the paving, it shall be removed and reconstructed as a part of the approach.

The owner subscribes to the statements herein as a basis for the issuance of a driveway permit.

Property owner Hardin County Date 10-18-2021
(please print)

Application completed by Taylor Roll

Property owner's address 1215 Edgington Avenue

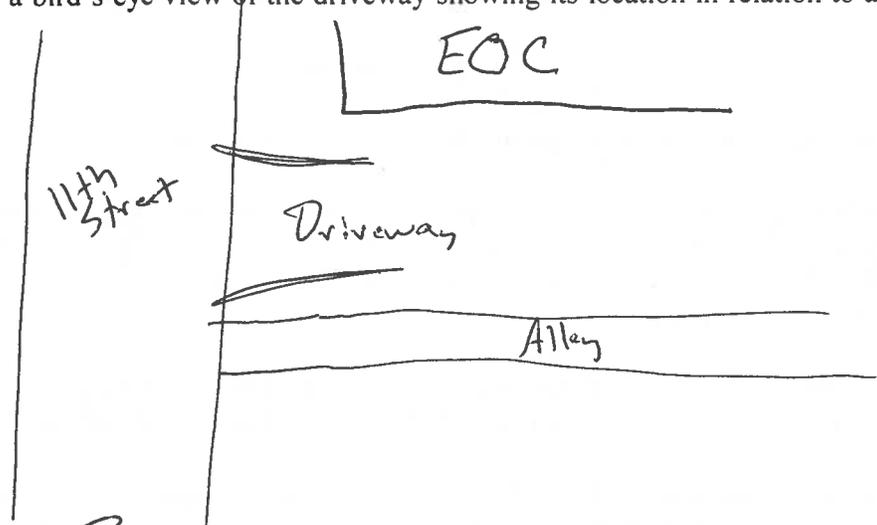
Telephone No. 641-858-5058 Contractor Hardin County

Location of driveway: Lot 4 Block 11 Addition _____

Street address 1309 11th Street

Construction: Depth 4 inches Width 50 feet Surface type Gravel

Sketch: Please draw a bird's eye view of the driveway showing its location in relation to all lot lines and buildings.



[Handwritten Signature]
Applicant's Signature

Property Owner's Signature

Application approved/denied _____
Street Department

Water Department City Hall

Inspected on _____, 20____ by _____

Administrative Official _____

Approved _____

Not Approved _____

Corrections needed: _____

(If City needs to finish or correct the work, the City shall assess the costs to the property owner. Such assessment shall be collected with the general property taxes.)

Cost: \$25.00

APPLICATION FOR DRIVEWAY PERMIT

City of Eldora, Iowa

An application for a driveway permit must be approved prior to starting construction.

The undersigned owner of the property described herein requests permission to install a driveway in the location and manner as set forth in detail below. The owner agrees that the driveway will be in accordance with the Ordinances of the City of Eldora and the laws of the State of Iowa which apply.

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The owner subscribes to the statements herein as a basis for the issuance of a driveway permit.

Property owner Hardin County Date 10-18-2021
(please print)

Application completed by Taylor Roll

Property owner's address 1215 Edgington Avenue

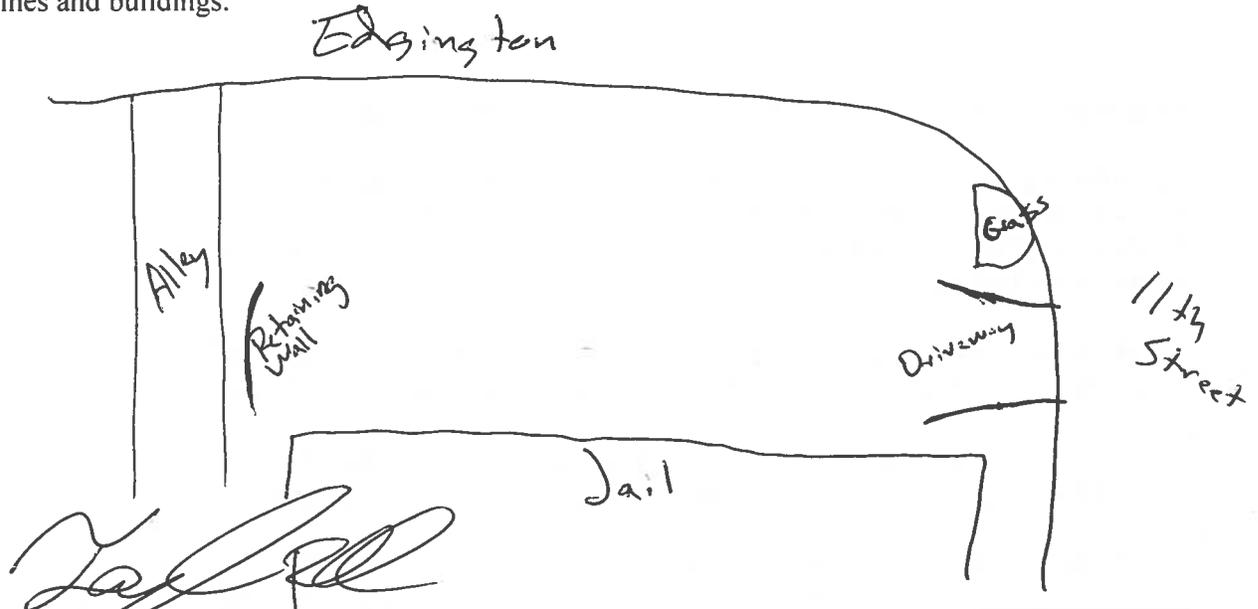
Telephone No. 641-858-5058 Contractor Hardin County

Location of driveway: Lot 1 Block 12 Addition _____

Street address 1116 14th Avenue

Construction: Depth 4 inches Width 35 feet Surface type Gravel

Sketch: Please draw a bird's eye view of the driveway showing its location in relation to all lot lines and buildings.



[Handwritten Signature]
Applicant's Signature

Property Owner's Signature

Application approved/denied _____
Street Department

Water Department City Hall

Inspected on _____, 20____ by _____

Administrative Official _____

Approved _____

Not Approved _____

Corrections needed: _____

(If City needs to finish or correct the work, the City shall assess the costs to the property owner. Such assessment shall be collected with the general property taxes.)

Cost: \$25.00

CURB CUT APPLICATION
CITY OF ELDORA, IOWA

Date 10-18-2021

An application for a curb cut permit must be approved prior to starting construction. All regulations are referenced to the City Code of Eldora, Iowa. Street and Sidewalk Section, Chapter 140, Ordinance No. 317.

The undersigned owner of the property described herein requests permission to cut the curb in the location and manner as set forth in detail below. The owner agrees that the curb cut will be in accordance with the Ordinances of the City of Eldora and the laws of the State of Iowa which apply. The owner subscribes to the statements herein as a basis for the issuance of a curb cut permit.

Property Owner Hardin County
(please print)

Application completed by Taylor Roll

Property Owner's Address 1215 Edgington Avenue

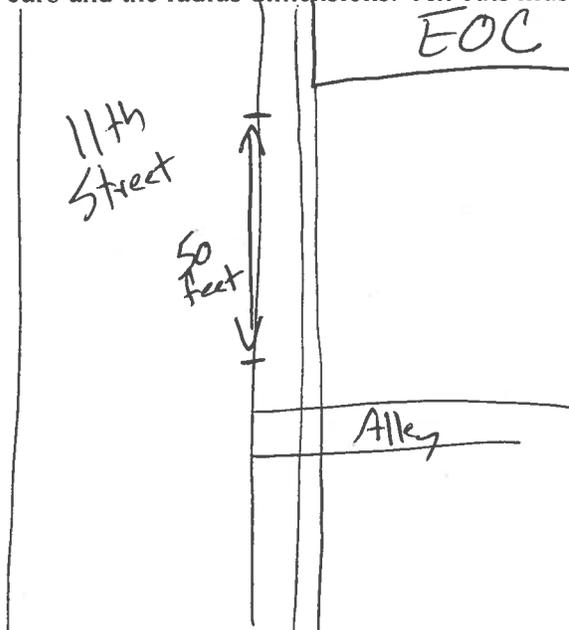
Telephone No. 641-858-5058 Contractor Hardin County

Plans By Hardin County

Location of Project: Lot 4 Block 11 Addition _____

Street Address 1309 11th Street

Sketch: Please draw a bird's eye sketch of the curb cut project locating the project by footage on the curb and the radius dimensions. All cuts must be saw cuts.



Taylor Roll
Applicant's Signature

Property Owner's Signature

Plans on approved construction methods are available at City Hall. Cost \$25.00

Inspection by City

Approved construction _____

Non-approved construction _____ Corrections to be

taken:

CURB CUT APPLICATION
CITY OF ELDORA, IOWA

Date 10-18-2021

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Property Owner Hardin County
(please print)

Application completed by Taylor Roll

Property Owner's Address 1215 Edgington Avenue

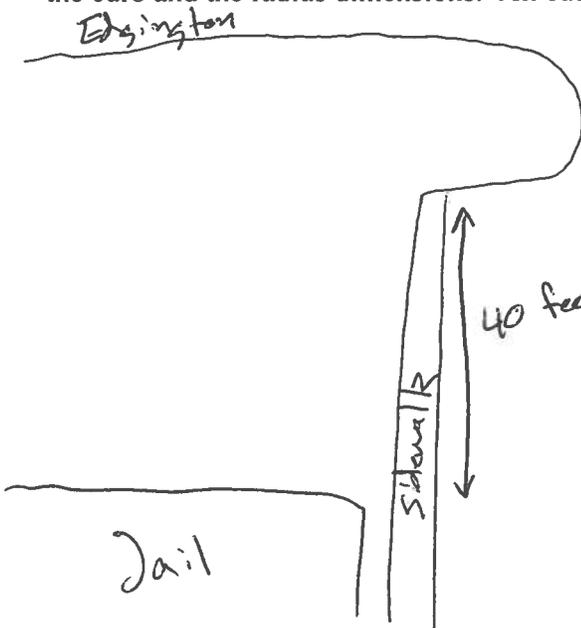
Telephone No. 641-858-5058 Contractor Hardin County

Plans By Hardin County

Location of Project: Lot 1 Block 12 Addition _____

Street Address 1116 14th Avenue

Sketch: Please draw a bird's eye sketch of the curb cut project locating the project by footage on the curb and the radius dimensions. All cuts must be saw cuts.



Taylor Roll
Applicant's Signature

Property Owner's Signature

Plans on approved construction methods are available at City Hall. Cost \$25.00

Inspection by City

Approved construction _____

Non-approved construction _____ Corrections to be

taken:



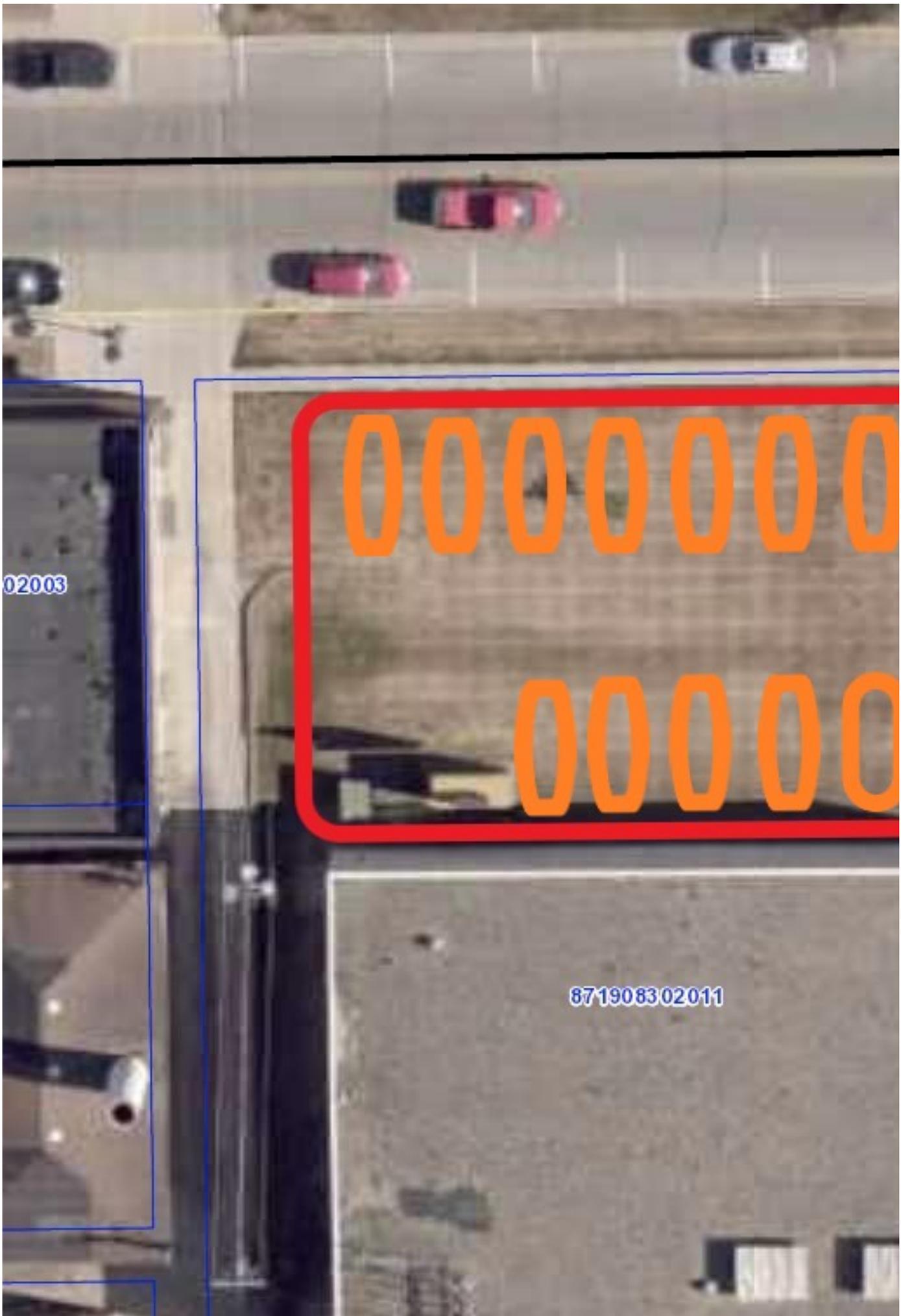
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November 4, 2021

Hardin County Board of Supervisors
1215 Edgington Ave – Suite 1
Eldora, Iowa 50627

RE: Heartland Greenway System Pipeline
Hardin County, Iowa

Dear Supervisors:

I am sending this letter to you to express our interest in representing Hardin County for construction inspection services per Iowa Code 479B for the above mentioned project. Clapsaddle-Garber Associates (CGA) and its predecessors have a long history of working with Hardin County as a local business that provides quality engineering and surveying services. As you are aware, we are uniquely geographically located to provide unmatched response times to this project when compared to all other engineering firms. In addition, we have experience with pipeline projects and a great depth of drainage work experience. Although we are not sure when construction is planned to commence, we would like the Supervisors to formally acknowledge their intent to contract with CGA to perform construction inspection services related to the above mentioned project. From our understanding, all of our fees on this project would be invoiced to Hardin County who would seek reimbursement from the pipeline owners/developers. Obviously, if the above mentioned project does not become a reality for whatever reason, your intended use of our firm would be nullified.

If you are in agreement with the formally acknowledging your intent to contract with us, please sign this document and after doing so return a copy to me. If you have any questions, please contact me at 641-847-3273.

Sincerely,
CLAPSADDLE-GARBER ASSOCIATES, INC.



Lee O. Gallentine, P.E.
Vice President

Authorized By: _____

Signature & Title *Date:* _____

Attachment B



Hourly Rate Schedule
Clapsaddle-Garber Associates, Inc.

The following hourly rates shall be effective through December 31, 2021.

Sr. Project Manager	\$146.00	Sr. Professional Land Surveyor	\$120.00
Project Manager	\$126.00	Professional Land Surveyor	\$105.00
Associate Project Manager	\$116.00	Sr. Lead Surveyor	\$101.00
Sr. Project Engineer	\$111.00	Lead Surveyor	\$79.00
Project Engineer	\$106.00	Survey Tech	\$59.00
Sr. Design Engineer	\$96.00	Summer Intern	\$48.00
Design Engineer II	\$91.00		
Design Engineer I	\$84.00	Survey Crew (One Person)	\$89.00
		Survey Crew (Two Person)	\$135.00
Sr. Design Tech	\$84.50		
Design Tech	\$77.00		
Sr. CADD Tech	\$70.00	Construction Project Manager	\$92.00
CADD Tech	\$61.00	Sr. Construction Tech	\$72.00
		Construction Tech	\$61.00
GIS Director	\$118.00	Lab Manager	\$76.00
Planner, Project Manager	\$113.00		
Aviation Specialist	\$92.00	Sr. Administrative Assistant	\$68.00
ROW Agent	\$85.50	Administrative Assistant	\$58.00
GIS Technician	\$73.00		
Partner	\$202.00		
Principal	\$161.00		

Expenses: In addition to the above hourly labor rates, expenses shall be reimbursed in accordance with the following. Vehicle mileage shall be reimbursed at \$0.65 per mile for automobiles/light trucks and \$1.00 per mile for survey equipment vehicles. ATV's shall be reimbursed at \$55.00 per day. Total Station/GPS survey equipment shall be reimbursed at \$25.00 per hour. All other expenses incurred in connection with the services provided shall be reimbursed at the rate of the actual costs incurred.

**HARDIN COUNTY
1215 EDGINGTON AVENUE
ELDORA, IA 50624**

November 15, 2021

Darrell Meyer
Hardin County Attorney
1201 14th Avenue
Eldora, IA 50627

Our auditors, Bowman and Miller, P.C., are conducting an audit of our financial statements at June 30, 2021 and for the year then ended. This letter will serve as our consent for you to furnish to our auditors all the information requested herein. Accordingly, please provide to them the information requested below involving matters with respect to which you have been engaged and to which you have devoted substantive attention on behalf of Hardin County in the form of legal consultation or representation.

Pending or Threatened Litigation, Claims, and Assessments (excluding unasserted claims and assessments)

Please prepare a description of all material pending or threatened litigation, claims, and assessments (excluding unasserted claims and assessments). Materiality for purposes of this letter includes items involving amounts exceeding \$10,000.00 individually or in the aggregate. The description of each matter should include:

- 1) the nature of the litigation;
- 2) the progress of the matter to date;
- 3) how management of Hardin County is responding or intends to respond to the litigation; e.g., to contest the case vigorously or to seek an out-of-court settlement; and
- 4) an evaluation of the likelihood of an unfavorable outcome and an estimate, if one can be made, of the amount or range of potential loss.

Also, please identify any pending or threatened litigation, claims, and assessments with respect to which you have been engaged but as to which you have not devoted substantive attention.

Unasserted Claims and Assessments

We have represented to our auditors that there are no unasserted possible claims or assessments that you have advised us are probable of assertion and must be disclosed in accordance with FASB ASC 450, Contingencies .

We understand that, whenever, in the course of performing legal services for us with respect to a matter recognized to involve an unasserted possible claim or assessment that may call for financial statement disclosure, if you have formed a professional conclusion that we should disclose or consider disclosure concerning such possible claim or assessment, as a matter of professional responsibility to us, you will so advise us and will consult with us concerning the question of such disclosure and the applicable requirements of FASB ASC 450, Contingencies (excerpts of which can be found in the ABA's *Auditor's Letter Handbook*). Please specifically confirm to our auditors that our understanding is correct.

Response

Your response should include matters that existed as of June 30, 2021, and during the period from that date to the effective date of your response. Please specify the date of your response if it is other than the date of reply.

Please specifically identify the nature of, and reasons for, any limitations on your response.

Our auditors expect to have the audit completed by about December 15, 2021. They would appreciate receiving your reply by that date with a specified effective date no earlier than December 1, 2021 . You may also be requested to provide updates to your written response at a later date. We authorize you to respond to a request for updates made directly from our auditors in connection with the audit of our financial statements as of June 30, 2021 and for the year then ended. We appreciate your timely response to such requests.

Other Matters

Please also indicate the amount we were indebted to you for services and expenses (billed or unbilled) on June 30, 2021.

Very truly yours,

Board of Supervisors

Hardin County

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

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

Ayes:

Nays:

Absent:

Abstain: none

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

BJ Hoffman, Chair
Hardin County Board of Supervisors

Attest:

Jolene Pieters
Hardin County Auditor



October 18, 2021

To: Iowa County Boards of Supervisors

From: Sheri Jones, President, Iowa County Recorders Association & Jones County Recorder

Re: Electronic Services System 28E Agreement Amendment

I am writing to ask for your action to approve an amendment to the 28E agreement for the Electronic Service System (ESS) – the 28E agreement which governs the county land record information system – better known as “Iowa Land Records”. Iowa Land Records provides public access to more than 21.5 million land records for all 99 counties, and it also provides a statewide electronic filing system. Last year more than half of all recorded documents were processed through Iowa Land Records!

ESS was established in 2005 at the direction of the Iowa Legislature. The legislation required contracts for the system to be administered by the Iowa County Recorders Association. At the time this was fine, because the system was new, financial reporting was simple, and there were not that many contracts. Over time ESS has grown. Operations have become more complex and there are many more contracts in place to manage the services which are provided. Discussions with the State Auditor and our own legal counsel suggested that a small but important modification be made in the 28E agreement. Essentially, the change allows all contracts to be managed through the 28E organization itself instead of through our Association.

In the 2021 legislative session we sought permission from the General Assembly to make this change, and this change was approved in the form of HF 527. The legislation was approved unanimously, and it was signed by the Governor on May 20, 2021.

During this past year we have reviewed this action with the entire membership of the County Recorders Association, and we have also reviewed it with the ISAC staff including Bill Peterson, Lucas Beenken, and Kristi Harshbarger. Additionally, Barry Anderson, Clay County Supervisor and affiliate President has been engaged in the planning process. We believe that we have consensus on the amendment, and it is ready for your action.

An informational webinar on the ESS 28E amendment has been scheduled for Thursday, October 21, 2021 at 1:00 PM Central Time. RSVP for this event at <https://iowalandrecords.org/event/28e-amendment-informational-webinar/>, or send an email to support@clris.com.

Action Requested. Review and adopt a resolution to approve the proposed amendment to the Electronic Services System 28E Agreement at a meeting of your Board. Execute and notarize page 13 of the amendment. Please complete action not later than November 19, 2021. Provide a copy of page 13 and your Board Resolution to your County Recorder, and also send a copy to ESS at 8711 Windsor Parkway, Suite 2, Johnston, IA 50131 (or email a PDF to support@clris.com).

Thank you for your assistance! Please contact us if you have any questions.

A handwritten signature in black ink that reads "Sheri Jones". The signature is written in a cursive, flowing style.

Sheri Jones

President, Iowa County Recorders Association & Jones County Recorder

sheri.jones@jonescountyiowa.gov

319-462-2477

Attachments: HF527 Enrolled and Amendment to the 28E Agreement – Electronic Services System



KIM REYNOLDS
GOVERNOR

OFFICE OF THE GOVERNOR

ADAM GREGG
LT GOVERNOR

May 20, 2021

The Honorable Paul Pate
Secretary of State of Iowa
State Capitol
Des Moines, Iowa 50319

Dear Mr. Secretary,

I hereby transmit:

House File 527, an Act relating to the authority of county boards of supervisors to amend an agreement between the counties to implement the county land record information system.

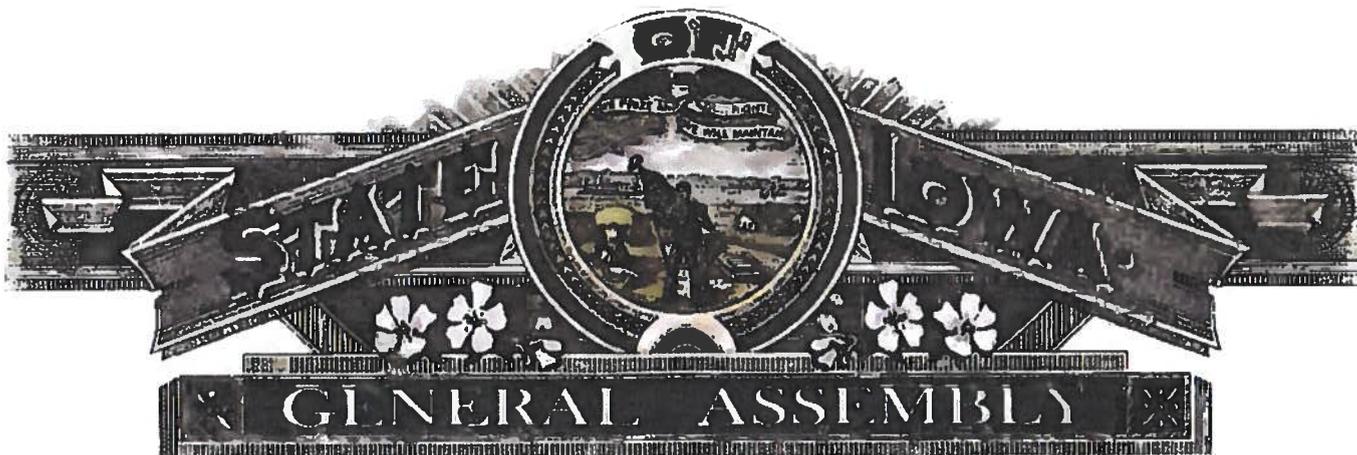
The above House File is hereby approved on this date.

Sincerely,

A handwritten signature in black ink, appearing to read "Kim Reynolds".

Kim Reynolds
Governor of Iowa

cc: Secretary of the Senate
Clerk of the House



House File 527

AN ACT

RELATING TO THE AUTHORITY OF COUNTY BOARDS OF SUPERVISORS TO
AMEND AN AGREEMENT BETWEEN THE COUNTIES TO IMPLEMENT THE
COUNTY LAND RECORD INFORMATION SYSTEM.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

Section 1. Section 331.604, subsection 3, Code 2021, is amended by adding the following new paragraph:

NEW PARAGRAPH. *f.* The county land record information system agreement may be amended by a vote of the boards of supervisors on behalf of the respective county recorders, pursuant to the terms of the agreement, to provide for the ongoing implementation of the county land record information system. As used in this paragraph, "county land record information system agreement" means the agreement entered under chapter 28E between the counties as required by 2005 Iowa Acts, ch. 179, §101, as amended by this Act.

Sec. 2. 2005 Iowa Acts, chapter 179, section 101, subsection 1, is amended to read as follows:

1. The board of supervisors of each county, on behalf of each county recorder, shall execute a chapter 28E agreement with the ~~Iowa county recorders association~~ other counties for the implementation of the county land record information system. ~~Such agreement shall require the Iowa county recorders association to execute contracts necessary for implementation of the county land record information system. The Iowa county recorders association shall submit to the general assembly on~~

~~or before November 1, 2005, a long range business plan for implementing and maintaining the county land record information system, including a plan for integrating the system with electronic government and internet applications of other governmental entities.~~



PAT GRASSLEY
Speaker of the House



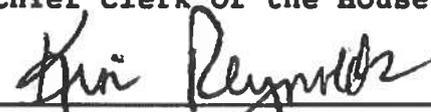
JAKE CHAPMAN
President of the Senate

I hereby certify that this bill originated in the House and is known as House File 527, Eighty-ninth General Assembly.



MEGHAN NELSON
Chief Clerk of the House

Approved May 20th, 2021



KIM REYNOLDS
Governor

AMENDED AND SUBSTITUTED COUNTY ELECTRONIC SERVICES SYSTEM 28E AGREEMENT

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

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

WHEREAS, the Iowa County Recorders Association and each participating county have been instrumental in creating and expanding the public’s access to public records while at the same time assuring the creation and development of a system that redacts and protects personally identifiable information efficiently and accurately; and

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

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

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

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

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

1. **PURPOSE.** This Agreement is an Amended and Substituted Intergovernmental Agreement creating and continuing the Electronic Services System administering the county land record information system, a/k/a Iowa Land Records, and other services. The purpose of the Electronic Services System was to establish a system and the necessary associated infrastructure to enable the recordation of various land records by interested parties in all areas of the State, and to provide reasonable public access to the public to land record information, while assuring that personally identifiable information was redacted in accordance with Iowa Law prior to public access to such records through the system.

2. **STATUS AS LEGAL ENTITY.** The Electronic Services System shall hereafter be constituted as a separate and distinct legal entity formed and established pursuant to chapter 28E of the Iowa Code (2021) governed by the governing board as set forth herein. As so constituted, it shall have the following powers:
 - a. To receive and disburse electronically into bank accounts designated by the Electronic Services System and each County Recorder authorized fees for electronic recording and other services.
 - b. To provide Iowa counties with an Electronic Services System for other services provided through the Office of the County Recorder;
 - c. To provide an Electronic Services System for other public agencies or private organizations.
 - d. To contract with any public or private entity to provide all necessary services.
 - e. To rent, lease or purchase any tangible personal property, real estate or services reasonably necessary to fulfill the purposes of this Agreement;
 - f. To establish a system of accounting and budgeting, and a system for receiving payments;
 - g. To retain legal counsel, accountants and other professional individuals needed in order to fulfill the purposes of this Agreement; and
 - h. To exercise any other power or do any other legal act necessary to discharge its obligations and fulfill the purposes of this Agreement.
 - i. Take other routine or ministerial action as needed to provide for the successful operation of the Electronic Services System and/or the county land record information system.
 - j. Establish Policies and Procedures to provide for the governance and operation of the Electronic Services System and a governing board or committee.
 - k. Establish committees and subcommittees as needed to carry out the duties and responsibilities established by the ESS Coordinating Committee ("Committee").

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

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

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

5. VOTING

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

6. OFFICERS

- a. The officers of the Committee shall be the Chair, the Vice Chair and the Secretary/Treasurer, each of whom shall be elected by vote of the Committee at the annual meeting of the Committee.
- b. The Chair shall preside at all meetings of the Committee. The Chair or the Vice Chair in the absence of the Chair shall sign any instruments which the Committee has authorized to be executed, except in cases where the signing of instruments shall be required by law or protocol to be otherwise signed or executed, or where the resolution of the Committee authorizes the signing of such instrument by another person.
- c. In the absence of the Chair, or in the event of the death, inability to act or refusal to act by the Chair, the Vice Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon that office.
- d. The Secretary shall have responsibility for (i) the taking and preservation of minutes of the proceedings of the Committee, (ii) the giving of all notices in accordance with this Agreement or any Policies and Procedures, or as otherwise

directed by the Committee or required by law, (iii) acting as custodian of the records of the ESS and (iv) keeping a current registry of the names and addresses of the members of the governing body of each Participating Community, and of each Participating Community's principal officers and of the Committee representatives and alternates.

- e. The officers of the Committee shall be elected annually by and from the members of the Committee present at the annual meeting of the Committee. Nominations shall also be accepted from the representatives present at the annual meeting. All nominees, including those offered by a nominating committee, must receive a second in order to be considered a candidate and voted on for office.
- f. Each officer shall hold office until his or her successor has been duly elected. Alternates shall not be eligible to serve as officers. Each of the officers shall be from different participating counties. A vacancy in the office of Chair, Vice-Chair or Secretary shall be filled by the Committee for the unexpired portion of the term.

7. MEETINGS.

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

8. **POLICIES AND PROCEDURES.** The Committee may adopt Policies and Procedures relating to the notice and conduct of its meetings and those of any committees or subcommittees it shall establish. Such Policies and Procedures may be adopted, and may be amended or repealed, by a

majority vote of the members of the Committee present and voting taken at any regularly scheduled or specially called meeting as described in Section 7, hereof, provided that notice of the impending vote thereon is contained in the meeting notice and agenda of the meeting at which such vote is to be taken.

9. **DUTIES.** The Electronic Services System shall have the following duties.
- a. To execute contracts necessary for implementation of the county land record information system as required by law.
 - b. To adopt Policies and Procedures for the county land record information system and other public services.
 - c. To maintain the county land record information system and website(s)
 - d. To integrate land record information managed by county recorders with land record information from other sources, as practicable
 - e. To implement and maintain processes for redacting personally identifiable information contained in electronic documents ~~which~~ that are displayed for public access or transferred to another person
 - f. To establish standards for recording, processing and archiving electronic documents and records

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

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

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

11. **FUNDING.** ESS shall provide the services referred to in this Agreement to each member county. Funding for the operation of ESS shall be provided through any electronic recording service fee established for these purposes as specified or authorized in the Iowa Code, any payment surcharge or service fee, any service or user fees for other services, and other sources deemed appropriate by the Electronic Services System and its members to be charged for other services or data.
12. **ADDITIONAL MEMBERSHIP.** Any Iowa county may become party to this Agreement and gain membership in ESS by adoption of this Agreement, as it may have been amended, by motion of its board of supervisors. Membership shall be effective upon filing and recording of the Agreement as required by Iowa Code section 28E.8 (2021), with a copy of the filed and recorded Agreement to be provided to Electronic Services System ESS Coordinating Committee and the new member county.

13. **WITHDRAWAL.** Any county, by motion of its board of supervisors, if specifically authorized by a session law, signed by the governor, may withdraw from ESS by giving written notice to the ESS Coordinating Committee no later than June 15 preceding the calendar year of withdrawal. Any such withdrawal will become effective no earlier than January 1 following the date notice is given, or the date specified in the notice, whichever is later. Services of ESS shall continue to be provided to the withdrawing county until the date of withdrawal.
14. **STANDARDS.** Members shall comply with all standards, policies and requirements for the delivery of electronic services adopted by the ESS Coordinating Committee.
15. **AMENDMENTS.** This Agreement may be amended by motion of the ESS Coordinating Committee which must be approved by at least 75% of the Committee. The passed amendment shall then be submitted to the individual member counties. A separate explanation of the reasons for the amendment shall be included in the transmission of the proposed amendment to the individual member counties. Each county desiring to vote upon the amendment shall do so by motion and return to ESS Coordinating Committee a certified copy of the motion indicating the county's vote on any such amendment within sixty (60) days of the date that the county receives a copy of the proposed amendment. Any county not voting upon the amendment within this time shall be considered to have approved the amendment. If the amendment receives a majority of the votes of all County members, it shall become effective ten (10) days following the date the vote is tabulated. Amendments shall be filed and recorded as required by Iowa Code section 28E.8 (2021).
16. **NON-LIABILITY.** ESS is a public agency. The ESS Coordinating Committee and individual counties shall not be liable for any acts, deeds, resolutions or other actions of ESS. Each individual county, and its assets and taxing authority may not be reached, attached or executed upon by any creditor or claimant of ESS. The ESS Coordinating Committee and its assets may not be reached, attached or executed upon by any creditor or claimant of ESS.
17. **THIRD PARTY BENEFIT.** Neither the provisions of this Agreement nor the provisions of any agreement that ESS may have with any public or private agency shall inure to the benefit of any other third party or any individual resident or taxpayer of any county and neither this Agreement nor any agreement that ESS may have with any public or private agency may be the basis of a claim or cause of action on behalf of any other third party or any individual resident or taxpayer of any county.
18. **TERMINATION.** If specifically authorized by a session law, signed by the governor, this Agreement may be terminated by motion of the ESS Coordinating Committee which must be approved by at least 75% of the Committee which shall then be submitted for consideration by the individual member counties. A separate explanation of the reasons for the termination shall be included in the transmission of the proposal to the individual member counties. Each county desiring to vote upon the termination shall do so by motion and return to ESS Coordinating Committee a certified copy of the motion indicating the county's vote on any such amendment within sixty (60) days of the date that the county receives a copy of the proposed termination. Any county not voting upon the termination within this time shall be considered to have approved the termination. If the termination receives a majority of the votes of all County members, it shall become effective one hundred and eighty (180) days following the date the vote is tabulated. The termination shall be filed and recorded as required by Iowa Code Chapter 28E (2021).

19. **DISPOSITION OF ASSETS**. The assets of ESS have been supported by annual payments made by each county for the maintenance of integrations with individual county land records management systems. In the event this Agreement is terminated and ESS is abolished, all property of ESS shall be liquidated and distributed equally among the participating counties, or as otherwise directed by applicable Iowa Law, after payment of all just debts, obligations and liabilities of ESS.
20. **SEVERABILITY**. If any portion of this Agreement or the application of this Agreement to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications, and to this end, the provisions of this Agreement are declared to be severable.

Attachment A – ESS Membership

County	Date	Book	Page	Reference No.
Adair	9/15/05	535	14	2005-1670
Adams	8/30/05	101	704	2005 658
Allamakee	9/7/05	2005	2290	2290
Appanoose	10/3/05	2005	2258	2005 2258
Audubon	9/6/05			05-1112
Benton	1/20/06	6	348	06-0348
Black Hawk	9/1/05			200600005959
Boone	9/6/05	2005	5309	055039
Bremer	8/31/05	2005	4097	20054097
Buchanan	12/5/05			2005R004417
Buena Vista	9/7/05	05	3001	53001
Butler	10/20/05	2005	4484	2005-4484
Calhoun	9/7/05	2005	1545	2005-1545
Carroll	10/7/05	2005	3416	3416
Cass	8/31/05	2005	1987	2005 1987
Cedar	8/29/05	749	64	3601
Cerro Gordo	9/7/05	2005	8138	2005_8138
Cherokee	9/7/05	2005	1803	2005 1803
Chickasaw	9/16/05			2005-2036
Clarke	12/21/05	96	442	052320
Clay	9/30/05	2005	3349	3349
Clayton	8/31/05	1	256	2005R03087
Clinton	9/12/05			2005-07742
Crawford	9/6/05			2005-2368
Dallas	9/15/05	2005	15390	15390
Davis	9/12/05	124	46	2005-1246
Decatur	8/30/05	2005	1475	2005-1475
Delaware	9/7/05	2005	3194	3194
Des Moines	9/8/05	2005	005449	2005-005449
Dickinson	9/21/05	24	341	05-06610
Dubuque	9/14/05			2005-00014977
Emmet	9/6/05	2005	1770	2005-01770
Fayette	9/6/05	2005	2904	2904
Floyd	10/11/05	2005	2623	2623
Franklin	9/12/05			20052181
Fremont	8/30/05	2005	1544	20051544
Greene	9/12/05	25	903	2005-1816

Grundy	9/8/05	2005	2461	2005-2461
Guthrie	9/14/05	2005	2761	2005-2761
Hancock	9/7/05			05-1942
Hardin	8/31/05	2005	3056	3056
Harrison	9/8/05	2005	2970	2970
Henry	9/1/05	2005	2514	2514
Howard	9/6/05	23	173	407
Humboldt	8/30/05	05	1923	51923
Ida	9/1/05	5A	85	05 1167
Iowa	9/23/05	755	91	1145
Jackson	9/7/05	2005	3622	05-3622
Jasper	9/22/05	5	7860	200500007860
Jefferson	9/6/05	2005	2195	2005-2195
Johnson	9/15/05	3940	316	
Jones	8/30/05			2005 3077
Keokuk	8/30/05			2005 1650
Kossuth	9/23/05	2005	3426	3426
Lee	9/6/05	05N	2658	2658
Linn	9/29/05	6133	379	
Louisa	9/13/05	644	175	0459
Lucas	9/14/05	A14	965	050443
Lyon	9/16/05	2005	2354	2354
Madison	1/4/06	2006	54	54
Mahaska	9/14/05	2005	3533	3533
Marion	10/3/05	2005	6122	05-6122
Marshall	9/6/05			200500006378
Mills	9/7/05	353	569	3431
Mitchell	9/6/05	2005	1665	1665
Monona	8/30/05	41	200	05-1558
Monroe	9/8/05	2005	1491	1491
Montgomery	9/29/05	288	676	649
Muscatine	8/31/05	2005	06612	2005-06612
O'Brien	9/12/05			2005-2266
Osceola	9/15/05	2005	1382	20051382
Page	9/6/05	2005	2264	20052264
Palo Alto	8/30/05	2005	1784	1784
Plymouth	9/13/05	2005	4417	4417
Pocahontas	8/30/05	159	173	1173
Polk	4/5/06	11595	65	200600093755
Pottawattamie	9/21/05	106	5949	
Poweshiek	10/3/05	0761	0426	3628

Ringgold	8/30/05	310	443	1204
Sac	9/13/05			052048
Scott	9/9/05			200500030241
Shelby	9/6/05			2413-05
Sioux	8/30/05	2005	4913	2005-04913
Story	9/8/05			11251
Tama	9/6/05	41	60	2005-0871
Taylor	10/6/05	97	621	450
Union	9/28/05	831	39	2487
Van Buren	10/3/05	38	837	1300
Wapello	9/16/05	2005	5163	5163
Warren	9/7/05	2005	9880	2005-9880
Washington	8/31/05	2005	3808	2005-3808
Wayne	9/8/05	26	262	05-1802
Webster	8/30/05	2005	5280	5280
Winnebago	8/30/05	2005	1598	05-1598
Winneshiek	9/29/05	2005	4058	4058
Woodbury	10/20/05	679	7101	6637
Worth	8/29/05	2005	2060	20052060
Wright	9/13/05	T	2563	2348

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

28E AGREEMENT

ELECTRONIC SERVICES SYSTEM

Deb Kupka

Deb Kupka
Chair, Electronic Services System

Date October 11, 2021

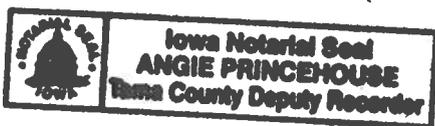
STATE OF IOWA)
) ss
COUNTY OF POLK)

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

Deb Kupka
Deb Kupka, Chair, ESS Coordinating Committee

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

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



(SEAL)

28E AGREEMENT
ELECTRONIC SERVICES SYSTEM

_____ County, Iowa

By: _____

Date _____

Chairperson _____ County Board of Supervisors

(SEAL)

ATTEST:

County Auditor

STATE OF IOWA)
) ss
COUNTY OF _____)

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

Notary Public in and for the State of Iowa
Name of Notary _____

(SEAL)



Application For Family Farm Tax Credit

Iowa Code Chapter 425A

This application must be filed or mailed to your city or county assessor by November 1. An application filed or postmarked after November 1 will be considered as an application for the following year. Iowa assessors' addresses can be found at the Iowa State Association of Assessors Web site.

RECEIVED

SEP 27 2021

ASSESSORS OFFICE
HARDIN COUNTY

Applicant Contact Information
PLEASE PRINT

Name: Marcia J Enslin

Phone Number: 5156890437 eMail: p_enslin@yahoo.com

Claimant: Marie K. Rameyer Revocable Trust, Randy M. Rameyer, Marcia J Enslin, Kathryn J. Rewerts, Patricia K. Knipfel, Robert Rameyer

Form of Ownership: Sole Proprietorship Authorized Farm Corporation
 Partnership Family Farm Limited Liability Company
 Family Farm Corporation Authorized Limited Liability Company

Property Owners	Ownership Share	Relationship of Owners
Marie K Rameyer, Randy M Rameyer, Marcia J Enslin, Kathryn J Rewerts	1/2	Siblings and cousins
Patricia K. Knipfel, Robert Rameyer	1/2	siblings and cousins

(The designated person must be personally involved in the production of crops or livestock on the eligible tracts on a regular, continuous and substantial basis.)

Designated Person actively engaged in farming: Ross M. Enslin

Relationship of designated person to owner of property: Son, nephew and cousin

Is the tract leased or rented under a cash or crop share agreement? Yes No

If leased, what is the relationship of the lessee to the owner of the tract? son, nephew and cousin

Parcel #	Legal	Acres
<u>891907400002</u>	<u>NE SE Sec 7-T89N-R19W</u>	<u>38.260</u>
<u>891907400004</u>	<u>SE SE Sec7-T89N-R19W</u>	<u>38.980</u>
Parcel # _____	Legal _____	Acres _____
Parcel # _____	Legal _____	Acres _____
Parcel # _____	Legal _____	Acres _____
Parcel # _____	Legal _____	Acres _____

When filing a valid claim, the claim will be allowed on that tract for successive years without additional filing, as long as the property is legally or equitably owned by that person or that person's spouse on July 1 of each of those successive years, and the designated person who is actively engaged in farming remains the same during these years. When the property is sold or transferred, the buyer or transferee who wishes to qualify will file for the credit. However, when the property is transferred as part of a distribution made according to chapter 598, the transferee who is the spouse retaining ownership of the property is not required to file for the credit. In the case where the owner remains the same but the person who is actively engaged in farming changes, the owner will refile for the credit. The owner must provide written notice if the person actively engaged in farming changes.

A person who fails to notify the assessor of a change in the person who is actively engaged in farming the tract for which the credit under section 425A.3 is allowed will be liable for the amount of the credit plus a penalty equal to five percent of the amount of the credit. The amounts will be collected by the county treasurer in the same manner as other property taxes along with any penalty, and paid to the Iowa Department of Revenue.

I declare that, to the best of my knowledge and belief, the information provided on this claim is true, correct and complete.

Signed: Marcia J. Enslin 9/23/21
Claimant Date

Acknowledge: Courney Musch 9-27-21
Date

TO BE FILLED IN BY BOARD OF SUPERVISORS

[] APPROVED
[] DENIED

Assessed Value: _____ Chair _____ Date _____
School Levy: _____ Amount of Credit: _____



Property Tax

Family Farm Tax Credit

Iowa Code Chapter 425A

This application must be filed or postmarked to your city or county assessor by November 1. An application filed or postmarked after November 1 will be considered as an application for the following year. Contact information for all assessors can be found at the Iowa State Association of Assessors website: (www.iowa-assessors.org.)

Applicant Information - Please Print

Name: Hill, James D & Patricia A

Applicant mailing address: 3139 - 300th St

City: Ellsworth State: IA ZIP: 50075

Phone: _____ Email: _____

Relationship to owner: Self

Select form of ownership: Partnership: Sole Proprietorship:

Family Farm Limited Liability Company: Family Farm Corporation:

Authorized Limited Liability Company: Authorized Farm Corporation:

Property Owner:

Name James & Patricia Hill Ownership Share: 100 %

Property owner mailing address: 3139 - 300th St

City: Ellsworth State: IA ZIP: 50075

Relationship of owners: Self

Name: Adam Hill/self/son Ownership Share: 0 %

Property owner mailing address: _____

City: _____ State: _____ ZIP: _____

Relationship of owners: Ryan Hill/self/son

Name: Ryan Hill Ownership Share: 0 %

Property owner mailing address: _____

City: _____ State: _____ ZIP: _____

Relationship of owners: _____

Designated Person actively engaged in farming: The designated person must be personally involved in the production of crops or livestock on the eligible tracts on a regular, continuous and substantial basis: James & Patricia Hill

Relationship of designated person to owner of property: Self

54-023a (12/19/19)

RECEIVED

OCT 29 2021

ASSESSORS OFFICE
HARDIN COUNTY

Is the tract leased or rented under a cash or crop share agreement Yes No

If leased, what is the relationship of the lessee to the owner of the tract'

Parcel number 872231100003 Acres 38.930

Legal: W1/2 E1/2 NW SEC31-T87N-R22W

I, the undersigned, declare under penalties of perjury or false certificate, that I have examined this claim, and, to the best of my knowledge and belief, it is true, correct, and complete.

Applicant signature: X James D. Hill Date: X 10-26-21

ASSESSOR USE ONLY

Received by: _____ Date: _____

Allowed: Disallowed:

Board of Supervisor Chairperson: _____ Date: _____

Assessed Value: _____ School Levy: _____ Amount of Credit: _____



HARDIN COUNTY

Assessor's Office

1215 EDGINGTON AVE., SUITE 2
ELDORA, IA 50627
(641) 939-8100

Notice of Eligibility of Family Farm Credit

I Luis Sidman state that
Zach Knutson no longer farms said property
(see attached). I am/am not eligible for the family farm tax credit. I
have rented out my farm to: Chad Zaske
relationship to owner: No relation
if the new renter is not a family member, I understand I am no longer
eligible for the family farm tax credit.

Disallow
for
11/1/21

Luis Sidman
Sign Name

3-3-2021
Date Signed

Acknowledged: Connie Mesch 3/8/21
Assessor/Deputy/Clerk

Return to: Hardin County Assessor's Office
1215 Edgington Ave, STE 2
Eldora, IA 50627

RECEIVED
MAR 08 2021
ASSESSORS OFFICE
HARDIN COUNTY

RECEIVED

OCT 04 2021

Application For Family Farm Tax Credit



ASSESSORS OFFICE HARRIS COUNTY

Iowa Code Chapter 425A

This application must be filed or mailed to your city or county assessor by November 1. An application filed or postmarked after November 1 will be considered as an application for the following year. Iowa assessors' addresses can be found at the Iowa State Association of Assessors Web site.

Applicant Contact Information PLEASE PRINT Name: Marie K. Rameyer Phone Number: 641-373-1045 eMail: mrameyer@yahoo.com

Claimant: Marie K. Rameyer Revocable Trust

- Form of Ownership: [X] Sole Proprietorship [] Authorized Farm Corporation [] Partnership [] Family Farm Limited Liability Company [] Family Farm Corporation [] Authorized Limited Liability Company

Table with 3 columns: Property Owners, Ownership Share, Relationship of Owners. Row 1: Marie K. Rameyer, 100%, self

Designated Person actively engaged in farming: Ross Enslin Relationship of designated person to owner of property: nephew

(The designated person must be personally involved in the production of crops or livestock on the eligible tracts on a regular, continuous and substantial basis.)

Is the tract leased or rented under a cash or crop share agreement? [X] Yes [] No If leased, what is the relationship of the lessee to the owner of the tract? nephew

Table with 3 columns: Parcel #, Legal, Acres. Row 1: 891918100004, SE NW Sec 18-T89N-R19W, 38.480

When filing a valid claim, the claim will be allowed on that tract for successive years without additional filing, as long as the property is legally or equitably owned by that person or that person's spouse on July 1 of each of those successive years...

A person who fails to notify the assessor of a change in the person who is actively engaged in farming the tract for which the credit under section 425A.3 is allowed will be liable for the amount of the credit plus a penalty equal to five percent of the amount of the credit.

I declare that, to the best of my knowledge and belief, the information provided on this claim is true, correct and complete.

Signed: Marie K. Rameyer (Claimant) Date: Sept 29, 2021

Acknowledge: Corinne Busch Date: 10-4-21

TO BE FILLED IN BY BOARD OF SUPERVISORS

- [] APPROVED [] DENIED

Assessed Value: School Levy: Amount of Credit: Chair: Date:



Application for Family Farm Tax Credit

Iowa Code Section 425A

This application must be filed or mailed to your city or county assessor by November 1. An application filed or postmarked after November 1 will be considered as an application for the following year. Contact information for all assessors can be found at the Iowa State Association of Assessors website: www.iowa-Assessors.org.

Applicant Contact Information – Please Print

Name: _____

Phone: (____) _____ Email: _____

Claimant: Joshua D H Tucker

Select form of ownership: Sole Proprietorship Authorized Farm Corporation Family Farm Corporation
Partnership Family Farm Limited Liability Company Authorized Limited Liability Company

Property Owners:

Name: Joshua Tucker Ownership Share: 100% Relationship of Owners: Self

Name: _____ Ownership Share: _____ Relationship of Owners: _____

Name: _____ Ownership Share: _____ Relationship of Owners: _____

Designated Person actively engaged in farming: The designated person must be personally involved in the production of crops or livestock on the eligible tracts on a regular, continuous, and substantial basis: Josh Tucker

Relationship of designated person to owner of property: Self

Is the tract leased or rented under a cash or crop share agreement? Yes No

If leased, what is the relationship of the lessee to the owner of the tract? _____

Parcel # 050# 892005 100005 Legal _____ Acres _____

Parcel # _____ Legal _____ Acres _____

When filing a valid claim, the claim will be allowed on that tract for successive years without additional filing, as long as the property is legally or equitably owned by that person or that person's spouse on July 1 of each of those successive years, and the designated person who is actively engaged in farming remains the same during these years. When the property is sold or transferred, the buyer or transferee who wishes to qualify will file for the credit. However, when the property is transferred as part of a distribution made according to chapter 598, the transferee who is the spouse retaining ownership of the property is not required to file for the credit. In the case where the owner remains the same but the person who is actively engaged in farming changes, the owner will refile for the credit. The owner must provide written notice if the person actively engaged in farming changes.

A person who fails to notify the assessor of a change in the person who is actively engaged in farming the tract for which the credit under section 425A.3 is allowed will be liable for the amount of the credit plus a penalty equal to five percent of the amount of the credit. The amounts will be collected by the county treasurer in the same manner as other property taxes along with any penalty, and paid to the Iowa Department of Revenue.

I declare that, to the best of my knowledge and belief, the information provided on this claim is true, correct and complete.

Claimant Signature: [Signature] Date: 3-3-21

Received by: Cournee Mesch Date: 3-3-21

Approved Denied _____ Board of Supervisor Chairperson: _____ Date _____

Assessed Value: _____ School Levy: _____ Amount of Credit: _____



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 _____
Date

Name: _____

Department: _____

Address: _____

Position: _____

City State Zip Code

Salary/Hourly Rate: _____

Fund: _____

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

Reason of Change:

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

Other: _____

Dates of Employment: _____ to _____
From To

Last Day of Work _____
(if applicable)

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

Authorized by: _____
Elected Official or Department Head

Date

Authorized by: _____
Board of Supervisors

Date