

HARDIN COUNTY BOARD OF SUPERVISORS
MINUTES – MARCH 7, 2018
WEDNESDAY – 10:00 A.M.

Chair BJ Hoffman called the meeting to order. Also present were Supervisors René McClellan and Lance Granzow; and Justin Ites, Taylor Roll, Cindy Litwiller, Dave McDaniel, Wes Wiese, Micah Cutler, Donna Juber, Robert Juber, Rob Maharry, Julie Duhn, Jessica Sheridan, Lori Kadner, and Nancy Lauver.

The Pledge of Allegiance was recited.

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

Discussion was held on the use of County-funded facilities. No action was taken at this time; discussion only.

Utility Permits: None.

Secondary Roads Department:

Granzow moved, McClellan seconded that the following Resolution No. 2018-10, Easement for Public Highway, be adopted. Roll Call Vote: “Ayes” Granzow, McClellan and Hoffman. “Nays” None. Resolution No. 2018-10 is hereby adopted as follows:

**RESOLUTION 2018-10
EASEMENT FOR PUBLIC HIGHWAY**

KNOW ALL MEN BY THESE PRESENTS:

That Dick N. and Myra L. Porter, as co-trustees of the Porter Living Trust Established October 5, 1995, hereinafter called the **LANDOWNERS**, in consideration of the sum of **one thousand five hundred forty dollars and zero cents** for permanent easement, **one hundred twelve dollars and zero cents** for temporary easement; in hand paid by **HARDIN COUNTY, IOWA**, to provide a reasonable area to construct a new road crossing, as well as provide future maintenance to said crossing; agree to provide **HARDIN COUNTY, IOWA** for road purposes and for use as a Public Highway, the following described premises, situated in the County of Hardin, State of Iowa, to-wit:

PARCEL #1 PERMANENT EASEMENT

Parcel 1 located in the Northwest Quarter (NW ¼) of Section Twenty-nine (29), Township Eighty-six (86) North, Range Twenty-two (22) West of the 5th P.M., Hardin County, Iowa, more particularly described as follows:

Commencing at the Northwest Corner of said Section 29; thence North 89°49’58” East, 2308.84 feet along the centerline of County Highway D65 to the Northwest Corner of an existing tract as surveyed in County Recorder’s Yr. 1987 NO. 4127; thence South 01°12’17” East, 55.01 feet along the west line of said existing tract to a point on the existing south right of way line of said County Highway D65 (said point also being the point of beginning); thence South 01°12’17” East, 45.01 feet along said west line; thence South 89°49’58” West, 202.33 feet; thence North 18°17’45” West, 47.35 feet to a point on said existing south right of way line; thence North 89°49’58” East, 216.25 feet along said existing south right of way line to the point of beginning, containing 0.22 acres total. Subject to easements.

Note: For the purposes of this survey, the centerline of County Highway D65 was determined to bear North 89°49’58” East using GPS.

PARCEL #1A TEMPORARY EASEMENT

Parcel 1A located in the Northwest Quarter (NW ¼) of Section Twenty-nine (29), Township Eighty-six (86) North, Range Twenty-two (22) West of the 5th P.M., Hardin County, Iowa, more particularly described as follows:

Commencing at the Northwest Corner of said Section 29; thence North 89°49'58" East, 1946.00 feet along the centerline of County Highway D65; thence South 00°10'02" East, 55.00 feet to a point on the existing south right of way line of said County Highway D65 (said point also being the point of beginning); thence North 89°49'58" East, 147.59 feet along said existing south right of way line; thence South 18°17'45" East, 47.35 feet; thence South 89°49'58" West, 162.33 feet; thence North 00°10'02" West, 45.00 feet to the point of beginning, containing 0.16 acres total. Subject to easements.

Note: For the purposes of this survey, the centerline of County Highway D65 was determined to bear North 89°49'58" East using GPS.

1. Fencing

The current fence may remain in its place within the county right-of-way as the responsibility of the LANDOWNERS. The LANDOWNER shall be responsible for erection and maintenance of said fence and all vegetation within said fence. If removal of the fencing is required by the COUNTY to conduct maintenance, the LANDOWNER shall be given 7 days to place a temporary fence at the new right-of-way line to confine livestock temporarily at the LANDOWNER'S expense. All posts and materials used as fence material shall be of a type and size that will break away under the force of an errant vehicle and shall be approved by the County Engineer.

2. Emergency Maintenance

In the event that maintenance must take place before 7 days of notice, the COUNTY shall erect and maintain a temporary fence at the COUNTY'S EXPENSE.

3. Culvert Opening

It shall be the responsibility of the LANDOWNER to prevent livestock from traveling under the roadway through the road crossing. The COUNTY is not liable for any lost, injured, or deceased livestock. The COUNTY is not liable for any damages or injuries caused by livestock.

4. Use of County Property

The LANDOWNER shall pay a non-recurring lump sum payment of **four hundred sixty-two dollars and zero cents**, to be paid as a credit towards the payment made by the COUNTY to the LANDOWNER, for the land usage for the duration of this agreement. This payment shall be non-refundable and shall supplement all payment for use of the land for the duration of this agreement.

5. Termination of Agreement

This agreement shall terminate at such time as when the COUNTY needs to replace the structure or it is no longer used by the LANDOWNERS for livestock grazing.

Upon termination of this agreement, the LANDOWNERS shall remove and dispose of any fence within the COUNTY right-of-way at no cost to the COUNTY.

6. Agreement Runs with the Land

This agreement shall run with the land and shall be binding on the COUNTY and LANDOWNERS and the LANDOWNER'S successors and assigns.

7. Modification of Agreement

This agreement may be modified in whole or in part only with the written consent of all parties.

And the grantors do hereby covenant with the said Hardin County, Iowa, that said grantors are lawfully seized of said premises; that they have good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and

encumbrances whatsoever; and said grantors covenant to warrant and defend the title to said premises against the lawful claims of all persons whomsoever, and each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the above described premises.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number and as masculine or feminine gender according to the context.

Signed this 7th day of March, 2018.

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

/s/ Dick N. Porter
Dick N. Porter, Porter Living Trust

/s/ Jessica Lara
Attest: Jessica Lara, County Auditor

/s/ Myra L. Porter
Myra L. Porter, Porter Living Trust

McClellan moved, Granzow seconded that the following Resolution No. 2018-11, Resolution Establishing 28E Agreement Between the City of Alden, Iowa and Hardin County, Iowa for the Purpose of Replacing Bridge Over the Iowa River on Main Street (County Highway S27 Extension), be adopted. Roll Call Vote: "Ayes" McClellan, Granzow, and Hoffman. "Nays" None. Resolution No. 2018-11 is hereby adopted as follows:

**RESOLUTION ESTABLISHING 28E AGREEMENT BETWEEN
THE CITY OF ALDEN, IOWA AND HARDIN COUNTY, IOWA
FOR THE PURPOSE OF REPLACING BRIDGE OVER THE IOWA RIVER
ON MAIN STREET (COUNTY HIGHWAY S27 EXTENSION)**

RESOLUTION NO. 2018-11

THIS RESOLUTION confirms and adopts the 28E Agreement from this Resolution between the City of Alden, Iowa and Hardin County, Iowa, for the purpose of defining the shared cost of replacing the Bridge (FHWA #110) over the Iowa River on Main Street (S27 Extension) in the City of Alden; and

WHEREAS, S27 and its extension into the City of Alden are important and vital to citizens of Alden and Hardin County and to economic benefit of both parties; and

WHEREAS, both the County of Hardin and the City of Alden are adopting like kind Resolutions for approval of this 28E Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Hardin County Board of Supervisors that subject 28E Agreement between the City of Alden and Hardin County, is hereby approved and adopted, effective upon passage. Resolution authorizes Chair to sign said 28E Agreement.

ALSO BE IT RESOLVED, that the Hardin County Board of Supervisors designates the Hardin County Engineer as the Project Engineer and authorizes commencement of engineering and administrative services on said project.

PASSED AND APPROVED this 7th day of March, 2018.

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

Attest: /s/ Jessica Lara
Jessica Lara, Auditor

Granzow moved, McClellan seconded to approve the Joint Public Service Agreement, Providing for the Division of Fees for Engineering and Construction Costs for Bridge Replacement Project BHS-SWAP-0077(601)-FC-42 Over the Iowa River on Main Street (County Highway S27 Extension) in the City of Alden, Iowa. Roll Call Vote: “Ayes” Granzow, McClellan, and Hoffman. “Nays” None. Motion carried.

McClellan moved, Granzow seconded to approve the expression of intent to implement the Apta Health Program, letter of intent. Motion carried.

Public Comments:

Julie Duhn commented on time allotted for public comments on the agenda.

McClellan moved, Granzow seconded to approve the minutes of February 21, 2018. Motion carried.

McClellan moved, Granzow seconded to approve the minutes of the March 5, 2018 canvass. Motion carried.

Granzow moved, McClellan seconded to approve the March 7, 2018 claims for payment, with the exception of claim #148. Motion carried.

McClellan moved, Granzow seconded to table awarding of contract for County auditing services at this time. Motion carried.

McClellan moved, Granzow seconded to approve the Auditor’s Monthly Report for February 2018. Motion carried.

McClellan moved, Granzow seconded to approve the re-appointment of Jessica Lara to the County Conservation Board. Motion carried.

Granzow moved, McClellan seconded to reconvene at 2:45 p.m. today for acknowledging receipt of the DNR’s determination on the 125th St. Site. Motion carried.

Granzow moved, McClellan seconded to table the Human Resource Agreement with Ahlers & Cooney. Motion carried.

McClellan moved, Granzow seconded to approve the Recorder’s monthly report for February 2018. Motion carried.

McClellan moved, Granzow seconded to approve the Sheriff’s monthly report for February 2018. Motion carried.

Other Business: None.

The meeting was recessed until 2:45 p.m.

At 3:36 p.m. the meeting was reconvened. Present: Chair BJ Hoffman and Supervisors Reneé McClellan and Lance Granzow; and Jessica Sheridan, Lee Gallentine, and Nancy Lauver.

Jessica Sheridan, Environmental Health, recapped the 125th St. Site and revisions made to the design, maintenance, and operation statement on the composting issue, and the following action was taken:

McClellan moved, Granzow seconded to acknowledge receipt of the DNR’s determination on the 125th St. Site. Motion carried.

McClellan moved, Granzow seconded to adjourn. Motion carried.

BJ Hoffman, Chairman
Board of Supervisors

Jessica Lara
Hardin County Auditor