



HARDIN COUNTY
Board of Supervisors

July 26, 2022

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

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

2. Pledge Of Allegiance

3. Approval Of Agenda

4. Approval Of Minutes – 07/20/22

Documents:

[07-20-22 MINUTES.PDF](#)

5. Approval Of Claims For Payment – 07/27/22

Documents:

[VENDOR PUBLICATION REPORT 7-27-22.PDF](#)

6. Consideration To Approve Resolution 2022-32 – Resolution For Participation In SS4A Grant Application

Documents:

[2022-32 RESOLUTION FOR PARTICIPATION IN SS4A GRANT APPLICATION.PDF](#)

7. Consideration To Approve Iowa DOT 42-C042-110 Funding Agreement For County Bridge 153301, T Ave Over Honey Creek

Documents:

[42-C042-110 FUNDING AGREEMENT.PDF](#)

8. Consideration To Approve Iowa DOT 42-5832-601 Funding Agreement For County Bridge 7209, County Highway D35 Over Beaver Creek

Documents:

[42-5832-601 FUNDING AGREEMENT.PDF](#)

9. Consideration To Approve Certificate Of Appointment Of Deputy-Auditor's Office

Documents:

[AUDITOR-CERTIFICATE OF APPOINTMENT.PDF](#)

10. Change Of Status – Auditor's Office

Documents:

[AUDITOR-CHANGE OF STATUS.PDF](#)

11. Other Business

12. Adjournment/Recess

13. 9:30 A.M. Drainage
Courthouse Large Conference Room

HARDIN COUNTY BOARD OF SUPERVISORS
MINUTES – JULY 20, 2022
WEDNESDAY – 9:08 A.M.
COURTHOUSE LARGE CONFERENCE ROOM

Board Chair BJ Hoffman called the meeting to order. Supervisors Lance Granzow and Renee McClellan were also present. Also attending: Thomas Craighton, Bruce Dieken, Michael Pearce, Machel Eichmeier, Darrell Meyer, Lori Kadner, Rick Patrie, Mary Frieden, and Jolene Pieters. Attending via Zoom: Cheryl Lawrence, Connie Mesch, JD Holmes, City of Radcliffe, Matt Rezab, Elaine Loring, Chris Newhouse, Donna Juber, Curt Groen, Lisa Lawler, Pauline Lloyd, and Julie Duhn.

The Pledge of Allegiance was recited.

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

Granzow moved, McClellan seconded to approve the minutes from July 13, 2022. Motion carried.

McClellan moved, Granzow seconded to approve Utility Permit for UT-22-015 for Iowa Regional Utilities Association and UT-22-016 for Interstate Power and Light. Motion carried.

Granzow moved, McClellan seconded to approve Utility Permit UT-22-017 for Sergio Marin. Motion carried.

Granzow moved, McClellan seconded to approve the claims for payment for July 20, 2022. Motion carried.

Granzow moved, McClellan seconded to approve Resolution 2022-31 – Resolution to Convey Interest in Real Property (Reumpers Trail). Roll Call Vote: “Ayes” Granzow, McClellan, Hoffman. “Nays” none. Absent: None. Motion carried. Resolution No. 2022-31 is hereby adopted as follows:

Where upon Board Member Granzow moved that the following resolution be adopted:

RESOLUTION NO. 2022-31
TO CONVEY INTEREST IN REAL PROPERTY
(Reumpers Trail)

WHEREAS, the Reumpers Trial property is owned by Hardin County, Iowa, but administered by Hardin County Conservation Board, and the Conservation Board desires that the Hardin County Supervisors convey the property to the City of Radcliffe, and

WHEREAS, Hardin County held a public hearing regarding the conveyance of the following property (known as Reumpers Trail) to the City of Radcliffe, Iowa:

The Northwest One-quarter (NW¹/₄) of the Southwest One-quarter (SW¹/₄) and the North 212.0 feet of the Northeast One-quarter (NE¹/₄) of the Southwest One-quarter (SW¹/₄) all in Section Fifteen (15), Township Eighty-Eight (88) North, Range Nineteen (19) West of the Fifth (5th) Principal Meridian (P.M.), Hardin County, Iowa and the South One-quarter (S¹/₄) of the Northeast One-quarter (NE¹/₄) of the Southeast One-quarter (SE¹/₄) of Section Sixteen (16), Township Eighty-Eight (88) North, Range Nineteen (19) West of the Fifth (5th) Principal Meridian (P.M.), Hardin County, Iowa.

That former right-of-way once granted in favor of the Chicago and Northwestern Railroad as successor to the Toledo and Northwestern Railway which adjoins and is located north of the following described real estate: The East 485 feet of the Southwest Quarter (SW¹/₄) of the Southeast Quarter (SE¹/₄) of Section Twenty-nine (29), Township Eighty-seven (87) North, Range Twenty-two (22) West of the 5th P.M., Hardin County, Iowa.

That former right-of-way once granted in favor of the Chicago and Northwestern Railroad as successor to the Toledo and Northwester Railway which adjoins and is located south of the following described real estate: The South 130 feet of the East 485 feet of the Northeast Quarter (NE¹/₄) of the Southwest Quarter (SW¹/₄) of the Southeast Quarter (SE¹/₄) and the South 365 feet of the West 300 feet of the Northwest Quarter (NW¹/₄) of the Southeast Quarter (SE¹/₄) of the Southeast Quarter (SE¹/₄) of Section Twenty-nine (29), Township Eighty-seven (87) North, Range Twenty-two (22), West of the 5th P.M., Hardin County, Iowa.

That former right-of-way once grated in favor of the Chicago and Northwestern Railroad as successor to the Toledo and Northwestern Railway which adjoins and is located south of the following described real estate: That part of the East Half (E¹/₂) of the Southeast Quarter (SE¹/₄) of Section Twenty-nine (29), Township Eighty-seven (87) North, Range Twenty-two (22), West of the 5th P.M. lying in the plat known as Paasch's Third Addition to the City of Radcliffe, the property in question being dedicated by such plat for street purposes and identified as Railroad Drive, Hardin County, Iowa.

WHEREAS, no objections were heard at the public hearing;

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of Hardin County, Iowa, that the above property shall be conveyed by Quit Claim Deed to the City of Radcliffe, Iowa, and further that the Chair of the Board of Supervisor shall execute said deed.

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

Ayes: Granzow, McClellan, Hoffman

Nays: None

Absent: None

Abstain: None

Whereupon, the Chair of the Board of Supervisors declared said Resolution duly passed and adopted this 19th day of July 2022.

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

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

McClellan moved, Granzow seconded to approve the Agreement for Compromise and Assignment of Hardin County Sales Certificates. Motion carried.

Granzow moved, McClellan seconded to approve the fireworks permit for the Union Betterment Association with Dan Hauser as operator for Tar Hill Days. Motion carries.

Granzow moved, McClellan seconded to set the date and time to August 31, 2022, at 9:02 a.m. in the Large Conference Room of the Hardin County Courthouse to auction the Round Barn Property, with publication. Motion carried.

McClellan moved, Granzow seconded to approve the Sheriff's Office change of status for the promotion of Drake Baade. Motion carried.

Granzow moved, McClellan seconded to approve the Sheriff's Office change of status for the promotion of Michael Krienert. Motion carried.

McClellan moved, Granzow seconded to approve the Sheriff's Office change of status for the promotion of Harli Schutt. Motion carried.

In other business: Engineer Dieken stated that work on the highway S75 & the road is closed. Attorney Meyer stated that the part-time County Attorney from Butler County is temporarily helping for a few months. Supervisor Granzow stated that the City of Eldora had asked him regarding their request on taxes and Treasurer Eichmeier stated that she is waiting to hear from the City's Attorney. Supervisor Hoffman gave an update on the CICS project Ember in Story County for children with mental health issues.

McClellan moved, Granzow seconded to adjourn the meeting. Motion carried.

Meeting adjourned at 9:27 a.m.



Hardin County

Vendor Publication Report

Payment Date Range: 07/27/2022 - 07/27/2022

Vendor Name	Vendor Number	Total Payments
AgSource Cooperative Services	6022V	37.75
AgVantage FS	690V	52,917.46
Alliant Energy	4253V	17,115.22
Amazon Business	101043	1,277.95
Angela De La Riva	100411	331.28
Barnhart Electric Inc	1528V	160.78
Black Hawk County Treasurer	61719V	70.00
Black Hills Energy	4450V	35.61
Builders FirstSource	677V	471.70
Caterpillar Financial Services	2434V	3,093.26
Central Lock & Key, Inc	2316V	445.00
CenturyLink 2956	4569V	495.68
Cintas-Chicago	2475V	192.47
City of Steamboat Rock	518V	20.00
CNA Surety	416V	842.50
Cooley Pumping LLC	61963V	680.00
Craig W Boomgarden	532E	120.00
Culligan - IA Falls	100455	278.20
Dale Howard	855V	1,354.41
David A Kuehner	101116	800.00
Devere Company Inc	2570V	149.00
Eldora Hardware	2647V	1.92
Frank Dunn Co.	2106V	1,798.00
GATR Truck Center	100679	212.25
Grass Masters Lawn & Landscaping Service	100587	2,040.00
Hansen Family Hospital	542V	140.00
Hardin County Recorder	1246V	26.97
Hy-Vee	589V	72.05
Interstate Batteries	880V	140.95
Iowa Conservation & Improvement Club	100930	11,581.00
Iowa Prison Industries	809V	471.80
Jody L Mesch	58E	40.00
Keltek Inc	1663V	472.50
Knight Sanitation	993V	172.00
Martin Marietta Aggregate	4141V	1,966.97
Mary Jaspers / Pinecrest Mobile Home Park	61190V	350.00
McKesson Medical Surgical	2735V	87.91
Mid-America Publishing Corp	62056V	666.09
Midland Power Cooperative	5999V	2,181.75
Mindy Kreimeyer	100951	180.00
Moler Sanitation	100385	60.78
New Providence Hardware	640V	69.99
Paula Schutt	101109	80.00
Pitney Bowes Inc-Non-Leasing Supplies	101059	230.97
Quaker Security LLC	100507	1,275.00
Quality Automotive Inc	61237V	209.95
Ray O'Herron Co. Inc.	100539	60.84
Reliable1	1102V	3,950.00
Schneider Geospatial LLC	100763	2,361.00
SHI International Corp	101105	11,539.00
South Hardin Signal Review	17D	35.00
Storey Kenworthy	61798V	72.23
Summit Food Service LLC	2332V	4,870.56
Times Citizen	538V	807.91
Truck Center Companies East LLC	100823	1,339.93

Vendor Publication Report**Payment Date Range: 07/27/2022 - 07/27/2022**

Vendor Name	Vendor Number	Total Payments
US Bank Equipment Finance	954V	1,260.84
Van Wall Equipment, Inc.	2924V	334.13
Vanguard Appraisals, Inc	5433V	14,880.00
Verlyn Mensing	100703	840.00
Wilson Restaurant Supply Inc	63439V	350.46
Windstream Communications / CABS	62349V	946.04
Xerox Financial Services	100896	1,920.03
Z & Z Glass	62420V	150.00
Ziegler Incorporated	1463V	21.72
Grand Total:	151,156.81	

RESOLUTION FOR PARTICIPATION IN SS4A GRANT APPLICATION

Hardin County Resolution No. 2022-32

WHEREAS, as part of the new Federal Transportation Bill, Infrastructure Investment and Jobs Act (IIJA), there is over \$1B of roadway safety funding available in the form of Safe Streets and Roads for All (SS4A) grants. To be an eligible applicant for this new safety funding, a county MUST have an eligible Action Plan in place; and

WHEREAS, the Iowa County Engineers Association (ICEA) plans to apply for a SS4A grant to develop and supply all 99 counties in Iowa with an eligible Action Plan at no cost to the counties. ICEA encourages all 99 counties to participate in this grant application; and

WHEREAS, the Hardin County Board of Supervisors will commit to achieve significant declines in roadway fatalities and serious injuries in Hardin County; and

WHEREAS, the Hardin County Board of Supervisors recognizes the Action Plan and will assist the County Engineer's department in achieving the goal of a dramatic decrease in roadway fatalities and serious injuries and zero roadway fatalities and serious injuries by the years 2030 and 2050, respectively; and

WHEREAS, the Hardin County Board of Supervisors, after consulting with the Hardin County Engineer, desires to participate in a joint SS4A grant to develop and receive an eligible Action Plan for Hardin County.

THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HARDIN COUNTY that this County does hereby request to be included in the statewide SS4A grant to develop Actions Plans for all 99 counties in Iowa.

Resolution adopted this 27th day of July, 2022.

Hardin County Board of Supervisors

BJ Hoffman, Chair or Vice-Chair
Board of Supervisors

ATTEST:

Jolene Pieters
Hardin County Auditor

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

COUNTY: Hardin

PROJECT NO.: BROS-SWAP-C042(110)—FE-42

AGREEMENT NO.: 1-22-HBP-SWAP-025

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

The parties agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out this agreement.
2. All notices required under this agreement shall be in writing to the Department and the Recipient's contact person. The Department's contact persons shall be the Local Systems Project Development Engineer, Christy VanBuskirk, and Central Region Local Systems Field Engineer, Brian J. Catus. The Recipient's contact person shall be the County Engineer.
3. The Recipient shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 174670
 - B. Location: On T Avenue over Honey Creek
 - C. Preliminary Estimated Total Eligible Costs: \$600,000
4. The eligible project construction limits shall include the bridge plus grading and paving to reach a "touchdown point" determined by the Department. Eligible project costs include only costs associated with construction within the eligible project construction limits.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environment or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. 100% of the eligible construction project costs incurred after the effective date of this agreement shall be paid from Federal-aid Swap County HBP funds. The Recipient shall pay 100% of the non-eligible project costs. Reimbursed costs will be limited to Federal-aid Swap County HBP funds that are made available to counties through the HBP Funds outlined in 761 Iowa Administrative Code, Chapter 161 and Local Systems Instructional Memorandum (I.M.) 1.100.
7. The Recipient shall conduct project development and implementation in compliance with applicable laws, ordinances, and administrative rules. For projects which also include Farm-to-Market funds, the Recipient shall follow all administrative and contracting procedures required for Farm-to-Market projects.
8. The project shall be let to contract within 3 years of the date this agreement is approved by the Department. If not, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the Recipient at least 30 days prior to the 3-year deadline.
9. The Recipient shall pay for all project costs not reimbursed with Federal-aid Swap County HBP funds.
10. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
11. This agreement is not assignable without the prior written consent of the Department.

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

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

County Signature Block

This agreement was approved by official action of the Hardin County Board of Supervisors in official session on the ____ day of _____, 20____.

County Auditor

Chair, County Board of Supervisors

**IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration**

By _____ Date _____, 20____

Brian J. Catus, P.E.
Local Systems Field Engineer
Central Region

EXHIBIT 1

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

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

1. General Requirements.

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

2. Programming

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

3. Design and Consultant Services

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

4. Environmental Requirements and other Agreements or Permits.

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

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

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

6. Contract Procurement.

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

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

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

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

7. Construction.

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

8. Reimbursements.

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

9. Project Close-out.

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

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
for a City Highway Bridge Program Project**

RECIPIENT: City of Owasa

Project No: BRS-5832(601)--60-42

Iowa DOT Agreement No: 1-22-HBP-010

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the City of Owasa, Iowa (hereinafter referred to as the CITY) and Hardin County, Iowa (hereinafter referred to as the COUNTY) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). The CITY and COUNTY shall collectively be referred to as the RECIPIENT). Iowa Code Sections 306A.7 and 307.44 provide for the RECIPIENT and the DEPARTMENT to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds.

The Bridge Formula Program (BFP) and the Surface Transportation Block Grant (STBG) Program make Federal funds available for replacement or rehabilitation of highway bridges on public roads on and off the Federal-aid System. A portion of BFP or STBG funds have been set aside for this purpose and designated as the City Bridge Program. In the event Highway Infrastructure Program (HIP) funding is available, it may be included for this same purpose.

Pursuant to the terms of this agreement, applicable statutes, and 761 Iowa Administrative Code (IAC) Chapter 161, the DEPARTMENT agrees to provide City Bridge Program funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

The RECIPIENT and the DEPARTMENT currently and previously entered into the following agreement(s) for the following funding sources related to the above referenced project:

Funding Source	Agreement No.	Project No.	Full Execution Date
City HBP	This agreement	BRS-5832(601)--60-42	This agreement
Hardin Co Farm-to-Market	N/A	N/A	N/A

Under this agreement, the parties further agree as follows:

1. The COUNTY shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Christy VanBuskirk, and the Central Region Local Systems Field Engineer, Brian J. Catus. The RECIPIENT's contact person shall be the Taylor Roll, Hardin County Engineer.
3. The COUNTY shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 503775
 - B. Location: Co Highway D35 over Beaver Creek
 - C. Preliminary Estimated Total Eligible Construction Costs: \$850,000
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the DEPARTMENT. Eligible project costs include only costs associated with actual construction costs within the eligible project construction limits.

5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses, are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. The COUNTY shall receive reimbursement for costs of authorized and approved eligible construction project activities from City Bridge Program funds. The portion of the eligible construction project costs reimbursed by City Bridge Program funds shall be limited to a maximum of 100% of eligible costs or \$1,000,000, whichever is less. Reimbursed costs will be limited to funding made available for cities through the City Bridge Program outlined in 761 Iowa Administrative Code, Chapter 161 and Local Systems [Instructional Memorandum \(I.M.\) 1.100](#) in place at the time of this agreement being fully executed.
7. The COUNTY shall conduct project development and implementation in compliance with applicable laws, ordinances, and administrative rules. For projects which also include Farm-to-Market funds, the RECIPIENT shall follow all administrative and contracting procedures required for Farm-to-Market projects.
8. The COUNTY and / or CITY shall pay for all project costs not reimbursed with City Bridge Program funds in a manner as mutually agreed upon. The COUNTY and CITY shall also provide the DEPARTMENT with a copy of their cost sharing agreement.
9. The COUNTY shall let the project for bids through the DEPARTMENT.
10. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
11. It is the intent of both (all) parties that no third-party beneficiaries be created by this agreement.
12. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the DEPARTMENT.
13. The project shall be let to contract within 3 years of the date this agreement is signed by the DEPARTMENT. If not, the RECIPIENT may be in default, for which the DEPARTMENT may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the RECIPIENT at least 30 days prior to the 3-year deadline.
14. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

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

RECIPIENT: City of Owasa

By _____ Date _____, _____

Title _____

I, _____, certify that I am the Clerk of the City, and that _____,

who signed said Agreement for and on behalf of the City was duly authorized to execute the same by virtue of a

formal Resolution duly passed and adopted by the City, on the _____ day of _____, _____.

Signed _____ Date _____, _____

City Clerk of Owasa, Iowa

RECIPIENT: Hardin County

This agreement was approved by official action of the Hardin County Board of Supervisors in official session on the

_____ day of _____, _____.

County Auditor

Chair, Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration

By _____

Date _____, _____

Jenifer J. Bates, P.E.
Urban Engineer
Local Systems Bureau

EXHIBIT 1

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

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

1. General Requirements.

- a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The RECIPIENT shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the RECIPIENT shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The RECIPIENT agrees to comply with the requirements outlined in [I.M. 1.070](#), Title VI and Nondiscrimination Requirements.
- c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in [I.M. 1.080](#), ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504.
- d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the RECIPIENT will pay initial project costs and request reimbursement from the DEPARTMENT, the RECIPIENT shall report this project on its SEFA. If the DEPARTMENT will pay initial project costs and then credit those accounts from which initial costs were paid, the DEPARTMENT will report this project on its SEFA. In this case, the RECIPIENT shall not report this project on its SEFA.
- f. The RECIPIENT shall supply the DEPARTMENT with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The RECIPIENT shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
 - ii. The RECIPIENT shall comply with the requirements of [I.M. 5.010](#), DBE Guidelines.
 - iii. The DEPARTMENT's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this

agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

2. Programming.

- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.

4. Design and Consultant Services

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

5. Environmental Requirements and other Agreements or Permits.

- a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in [I.M. 3.020](#), Concept Statement Instructions, , [4.020](#), NEPA Process, and [4.120](#), Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. [4.170](#), Farmland Protection Policy Act.
- c. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa DEPARTMENT of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the procedures in I.M. [4.130](#), 404 Permit Process, [4.140](#), Storm Water Permits, [4.190](#), Highway Improvements in the Vicinity of Airports or Heliports, and [4.160](#), Asbestos Inspection, Removal, and Notification Requirements.
- d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed \$100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

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

- a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in [I.M. 3.600](#), Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau Local Public Agency Manual. The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even though no Federal funds are used for right-of-way activities. If Federal-aid will not be used in the cost of acquiring right-of-way, acquisition activities may begin prior to FHWA Environmental Concurrence. However, such acquisitions cannot affect the National Environmental Policy Act (NEPA) decision making process.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in [I.M. 3.670](#), Work on Railroad Right-of-Way, and [I.M. 3.680](#), Federal-aid Projects Involving Railroads.
- c. The RECIPIENT shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT's Policy for Accommodating Utilities on Primary Road System. The RECIPIENT should also use the procedures outlined in [I.M. 3.640](#), Utility Accommodation and Coordination, as a guide to coordinating with utilities.

7. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the DEPARTMENT, the RECIPIENT shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and approval in accordance with [I.M. 3.700](#), Check and Final Plans and [I.M. 3.500](#), Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.
 - iii. Follow the procedures in [I.M. 5.030](#), Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, and execute the contract documents in Doc Express.
- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in [I.M. 5.120](#), Local Letting Process- Federal-aid.
- d. The RECIPIENT shall forward a completed Project Development Certification (Form 730002) to the DEPARTMENT in accordance with [I.M. 5.050](#), Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.
- e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract award.

8. Construction.

- a. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the DEPARTMENT, the project shall be constructed under the DEPARTMENT'S Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT'S Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the RECIPIENT shall provide materials testing and certifications as required by the approved specifications.
- e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per [Materials I.M. 103](#).
- f. The RECIPIENT shall follow the procedures in [I.M. 6.000](#), Construction Inspection, and the DEPARTMENT'S Construction Manual, as applicable, for conducting construction inspection activities.

9. Reimbursements.

- a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.
- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:
 - i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or

- ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

10. Project Close-out.

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final audit, in accordance with the procedures in [I.M. 6.110](#), Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal funds, reimbursed funds shall be returned, and a possible suspension may be placed on the RECIPIENT from receiving federal funds on future projects until the RECIPIENT has demonstrated responsible management of federal funds on roadway projects.
- b. For construction projects, the RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the DEPARTMENT accepts the project as complete.
- d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make these materials available at all reasonable times for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the RECIPIENT if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the DEPARTMENT will notify the RECIPIENT of the record retention date.
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT and the FHWA.

CERTIFICATE OF APPOINTMENT OF DEPUTY OR ASSISTANT

STATE OF IOWA, HARDIN COUNTY



I, Jolene Pieters, County Auditor of Hardin County, Iowa, do hereby constitute and appoint Michelle Kuechenberg as 2nd Deputy for a period of 2.33 years, from August 1, 2022 to August 1, 2026 and do hereby authorize and empower him/her to do and perform in my name as such County Auditor all acts and things that may lawfully be done by him/her as such 2nd Deputy Auditor.

This commission expires August 1, 2026, unless sooner revoked, or when said Deputy/Assistant ceases to perform above named duties.

Given under my hand this 27 day of July, A.D. 2022.


County Auditor of Hardin County

STATE OF IOWA, HARDIN COUNTY, ss.

I, Michelle Kuechenberg, Jolene Pieters, County Auditor, having been appointed a 2nd Deputy Auditor of Hardin County, under Constitution of the United States and the Constitution of the State of Iowa, do solemnly swear that I will support the according to the best of my ability, so help me, God.

Subscribed and sworn to before me, this 27 day of July, A.D. 2022.

Above appointment approved by the Board of Supervisors of Hardin County, this _____ day of _____, _____ by Resolution, Minute Book _____, Board Chairman



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 07/18/2022
Date

Name: Michelle Kuechenberg

Department: Auditor

Address: _____

Position: 2nd Deputy Auditor

Fund: 001-02-9010-000-10003

Salary/Hourly Rate: 38,512.50

Weekly Scheduled Hours: 37.5

This position is: Exempt Non-Exempt

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

Reason of Change:

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

Other: _____

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: *Robene Peters*
Elected Official or Department Head

07/25/22
Date

Authorized by: _____
Board of Supervisors

_____ Date



HARDIN COUNTY

Courthouse

HARDIN COUNTY COURTHOUSE
1215 EDINGTON AVE.
ELDORA, IA 50627

HARDIN COUNTY Employee Change of Status Report

Please enter the following change(s) as of 07/25/2022
Date

Name: Ashley Klaffke
Address: _____
Fund: _____

Department: Auditor
Position: Accounts Payable Clerk
Salary/Hourly Rate: 18.50/hr
Weekly Scheduled Hours: 37.5

This position is: Exempt Non-Exempt

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

Reason of Change:

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

Other: _____

Dates of Employment: 07/25/2022 From to _____ To
Last Day of Work _____ (if applicable)

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

Authorized by: Elected Official or Department Head 07/25/22 Date

Authorized by: _____ Board of Supervisors _____ Date