



HARDIN COUNTY
Board of Supervisors

October 4, 2022

NOTICE: Public meetings will be held in-person and also livestreamed for viewing only, as possible. Due to Courthouse Renovations and the EOC Building being used for training, no Zoom meeting will be held for this meeting.

1. 9:00 A.M. Call To Order, Engineers Office, 708 16th Street, Eldora
Due to Courthouse Renovations and the EOC Building
Being used for training, no Zoom meeting will be held

2. Pledge Of Allegiance

3. Approval Of Agenda

4. Approval Of Minutes – 09/28/22

Documents:

[09-28-22 MINUTES.PDF](#)

5. Approval Of Claims For Payment – 10/05/22

Documents:

[VENDOR PUBLICATION REPORT 10.05.2022.PDF](#)

6. Consideration To Approve 28E Agreement – Iowa Department Of Transportation

Documents:

[2022_DL_COUNTY_28E_AGREEMENT.PDF](#)

7. Consideration To Approve Resolution 2022-38, Resolution For Road Vacation Public Hearing

Documents:

[TT AVE RESOLUTION TO SET PUBLIC HEARING.PDF](#)

8. Consideration To Approve Sheriff Department Monthly Report – September

Documents:

SHERIFF DEPARTMENT MONTHLY REPORT - SEPTEMBER.PDF

9. Consideration To Approve Auditor's Monthly Report - September

Documents:

[AUDITOR REPORT-SEPTEMBER.PDF](#)

10. Change Of Status – Sheriff Department

Documents:

[CHANGE OF STATUS-SHERIFF DEPARTMENT.PDF](#)

11. Change Of Status – Secondary Roads

Documents:

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

12. Change Of Status – Economic Development

Documents:

[CHANGE OF STATUS-ECONOMIC DEVELOPMENT.PDF](#)

13. Other Business

14. Adjournment/Recess

15. 9:30 A.M. Drainage District 56 Completion Hearing, Engineer's Office
Due to Courthouse Renovations and the EOC Building
Being used for training, no Zoom meeting will be held

16. 10:30 A.M. Drainage, Engineer's Office
Due to Courthouse Renovations and the EOC Building
Being used for training, no Zoom meeting will be held

HARDIN COUNTY BOARD OF SUPERVISORS
MINUTES – SEPTEMBER 28, 2022
WEDNESDAY – 9:00 A.M.
EOC TRAINING ROOM

Board Vice-Chair Lance Granzow called the meeting to order. Supervisors Renee McClellan was in attendance and BJ Hoffman attended via Zoom. Also in attendance: Taylor Roll, Machel Eichmeier, Darrel Meyer, JD Holmes, Thomas Craighton, Michael Pearce, and Jolene Pieters. Attending via Zoom: Cheryl Lawrence, Jessica Sheridan, Lori Kadner, Allison Munro, Curt Groen, Mark Buschkamp, Elaine Loring, Donna Juber, and Julie Duhn.

The Pledge of Allegiance was recited.

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

Hoffman moved, McClellan seconded to approve the minutes from September 21, 2022. Motion carried.

McClellan moved, Hoffman seconded to approve the claims for payment for September 28, 2022. Motion carried.

McClellan moved, Hoffman seconded to acknowledge the receipt of the animal feeding operation construction permit for the Mallard Bay Site, Section 16, Buckeye Township. Motion carried.

McClellan moved, Hoffman seconded to set October 12, 2022 at 9:02 a.m. at the EOC Training Room for the public hearing for the Mallard Bay Site, Section 16, Buckeye Township. Motion carried.

Hoffman moved, McClellan seconded to acknowledge the receipt of the animal feeding operation construction permit for the Hardin Buckeye 25 Site, Section 25, Buckeye Township. Motion carried.

Hoffman moved, McClellan seconded to set October 12, 2022 at 9:03 a.m. at the EOC Training Room for the public hearing for the Hardin Buckeye 25 Site, Section 25, Buckeye Township. Motion carried.

McClellan moved, Hoffman seconded to approve the abatement orders from the Assessor. Motion carried.

McClellan moved, Hoffman seconded to approve the use of the courthouse grounds October 10-14, 2022 by the Crisis Intervention Service for an Awareness Silent Display for Domestic Abuse Awareness Month. Motion carried.

Hoffman moved, McClellan seconded to approve the Wageworks renewal. Motion carried.

McClellan moved, Hoffman seconded to approve the Facilities change of status for the retirement of Jody Mesch. Motion carried.

No other business.

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

Meeting adjourned at 9:08 a.m.



Hardin County

Vendor Publication Report

Payment Date Range: 10/05/2022 - 10/05/2022

Vendor Name	Vendor Number	Total Payments
Ackley Public Library	648V	776.73
Airgas North Central	633V	1,487.18
Alden Public Library	649V	1,555.70
Alliant Energy	4253V	701.24
Amazon Business	101043	279.89
Angela De La Riva	100411	338.13
Barco Municipal Products	1046V	1,431.80
Bauer Built Tire, Inc	1609V	7,379.80
Below Farm & Auto Restoration	2880V	500.00
Benton County Sheriff	101173	35.50
Bonnie Wiederkehr	2485V	172.50
Builders FirstSource	677V	3.79
C.J. Cooper & Assoc Inc.	62770V	330.00
Calhoun Burns and Associates Inc	5244V	4,991.20
Casey's General Store-Eldora	62974V	40.00
Cedar Falls Police Department	101174	96.11
Cintas Corporation-Cincinnati	1545V	627.66
Cintas-Chicago	2475V	192.47
City of Ackley	3015V	111.65
City of Eldora	510V	1,555.70
City of Hubbard	61554V	55.83
City of Iowa Falls	509V	1,555.70
City of New Providence	515V	28.43
Colson Rentals	101176	400.00
ConvergeOne, Inc	2818V	253.55
Copy System Inc	101169	2,086.02
Crosser Electric Inc.	5060V	114.43
Donald C Orgel	116E	105.00
Drake Baade	101019	80.00
ElectionSource	2425V	750.00
Fair Manufacturing Inc	101177	18,275.00
Fareway Food Stores-Eldora	4728V	312.82
Galls Incorporated	1389V	187.04
GEGRB/AMAZON	2403V	594.93
Greenbelt Home Care	61807V	8,416.66
Grundy Co. Memorial Hospital	62473V	18.00
Hardin County Agriculture Society	545V	2,500.00
Hardin County Extension	1718V	35.00
Hardin County Office Supplies	119V	199.72
Hardin County Sheriff	1452V	9,166.66
Harli L Schutt	641E	80.00
Henderson Products Inc	2780V	325.31
HOLIDAY INN AIRPORT	4412V	1,545.60
Hubbard Public Library	651V	1,555.70
IFADC	62574V	14,000.00
Iowa Regional Utilities Assoc.-Newton	62036V	50.96
ISCTA	5942V	70.00
Jack's OK Tire Service	101175	8,916.00
Janetta L. Miller-Buck	101053	136.25
John Deere Financial	1394V	121.89
Kit Paper	100328	40.00
Machel R Eichmeier	288E	84.24
Mail Services LLC	63827V	613.48
Marla Kay Williams	2268V	317.50
Martin Marietta Aggregate	4141V	148.30

Vendor Publication Report

Payment Date Range: 10/05/2022 - 10/05/2022

Vendor Name	Vendor Number	Total Payments
McDowell & Sons Contractors, Inc.	62529V	330.00
Murphy Tractor & Equipment Co., Inc	2286V	8,677.86
Quaker Security LLC	100507	1,275.00
Radcliffe Public Library	653V	1,555.70
Ray O'Herron Co. Inc.	100539	53.19
Ross Excavating & Drainage	2495V	9,663.63
Russ Reynolds	101172	500.00
Sadler Power Train Inc	5067V	178.28
Sherry L Simons	552E	13.75
Stanard & Associates Inc.	61501V	102.00
Steamboat Rock Library	654V	1,555.70
Stetson Building Products, LLC.	100649	1,559.55
Steven G Recker	219E	180.00
Storey Kenworthy	61798V	2,306.82
Summit Food Service LLC	2332V	4,778.47
Thomson Reuters West Publishing Corporation	610V	67.47
Times Citizen	538V	1,022.40
Union Public Library	655V	1,555.70
Verlyn Mensing	100703	160.00
VISA	150V	4,323.41
Walmart Community/Capital One	62446V	554.34
Windstream Communications / CABS	62349V	212.89
Winters Septic Service	396V	300.00
Xerox Financial Services	100896	1,920.03
Grand Total:		<u>138,593.26</u>

**MEMORANDUM OF AGREEMENT BETWEEN
THE IOWA DEPARTMENT OF TRANSPORTATION AND _____ COUNTY, IOWA**

This Agreement is made and entered into this ___ day of _____, 2022, by and between _____ County, Iowa, ("the county") and the Iowa Department of Transportation ("the department").

RECITATIONS

WHEREAS, the county is authorized to issue driver's licenses, non-operator's identification cards, and persons with disabilities devices ("county issuance") on a permanent basis under section 321M.3 of the Iowa Code, and;

WHEREAS, the county wishes to exercise its authority to participate in county issuance, and;

WHEREAS, section 321M.5 of the Iowa Code requires the department and a county participating in county issuance to execute an agreement pursuant to Chapter 28E of the Iowa Code that details the relative responsibilities and liabilities of each party to the agreement;

NOW, THEREFORE, the county and department enter into the following agreement to facilitate county issuance by the county.

TERMS AND CONDITIONS

I. AUTHORITY

This agreement is entered into pursuant to the provisions of Iowa Code Chapters 28E and 321M.

II. DURATION

This agreement shall become effective upon filing with the Secretary of State of Iowa in accordance with Iowa Code § 28E.8 and shall remain valid until terminated as set forth herein.

III. PURPOSE

The purpose of this agreement is to establish the terms and conditions whereby the county shall participate in county issuance under Chapter 321M of the Iowa Code.

IV. COUNTY TREASURER AS PROGRAM ADMINISTRATOR

The county's treasurer shall administer the county's issuance program and shall be responsible for performance of county issuance functions under this agreement.

V. SUPERVISORY AUTHORITY AND AGENCY RELATIONSHIP

Pursuant to Iowa Code § 321M.10, the department shall retain all supervisory authority over the county's issuance program. The county treasurer and the county treasurer's employees shall be considered agents of the department when performing county issuance functions pursuant to this agreement.

VI. AUTHORIZATION OF COUNTY TREASURER EMPLOYEES

- A. **County as employer.** The county treasurer shall employ at the county's expense and designate such employees as are necessary for performance of the county's issuance program, including the county treasurer if the county treasurer elects to perform such functions. Persons employed and designated for such purposes remain employees of the county and the department shall have no responsibility for their wages, taxes, benefits, or other employment rights or obligations. The county shall defend, indemnify, and hold harmless the department from any and all claims related to or arising out of any person's employment with the county, including any termination or discharge from employment. The county shall not use or allow any person not employed within the county treasurer's office to perform county issuance functions, except an employee of another county designated by that county to perform county issuance functions and shared between the counties under an agreement between the counties.
- B. **Department approval.** The department shall have the right to approve the county employees that may perform county issuance functions, and the county treasurer shall not use or allow any county employee that has not been approved by the department to perform county issuance functions. The department's exercise of the right to approve county employees is not an exercise of employment rights or an employment decision but an exercise of program governance and control; all employment rights and decisions relative to any person employed or to be employed by the county remain the county's. When determining whether to approve a county employee to perform county issuance functions, the department shall adhere to the following procedures and standards:
1. **Background checks.** The county shall not use or allow any person to perform county issuance functions, and the department shall not approve any person to perform county issuance functions, unless the person has been subjected to and successfully passes the background check requirements of 6 C.F.R. § 37.45 and 49 C.F.R. § 384.228. The county shall inform any employee or prospective employee subject to a background check that he or she is subject to the background check and the contents of the background check. The content of the required background checks is set forth in subparagraphs 2 and 3 below.
 2. **Verification of prior employment and employment eligibility.** The county shall conduct at its expense that part of the background check required by 6 C.F.R. § 37.45 that consists of verification of references from prior employment and employment eligibility verification and shall provide proof of completion of such checks to the department before the department grants or denies approval for any county employee or prospective county employee.

3. Criminal history records check.

- i. The department shall conduct at its expense that portion of the background check that consists of a criminal history records check that meets the requirements of 6 C.F.R. § 37.45 and 49 C.F.R § 384.228.
- ii. The county shall not use or allow to perform county issuance functions, and the department shall not approve to perform county issuance functions, any employee or person that has a disqualifying offense, crime, or conviction under 6 C.F.R. § 37.45 or 49 C.F.R § 384.228.
- iii. The department shall impose the same criteria for determining a disqualifying offense, crime, or conviction that the department imposes for persons employed by the department that are subject to the background checks. In the event the county employee or prospective county employee is determined to have a disqualifying offense, crime, or conviction, the department shall notify the county treasurer, who shall notify the county employee or prospective county employee.
- iv. In the event the county treasurer has been designated to perform county issuance functions and is determined to have a disqualifying offense, crime, or conviction, the department shall notify the county treasurer and the chair of the county's board of supervisors.
- v. The county treasurer shall immediately notify the department if a county employee that has successfully passed the required background checks has committed or is determined to have committed or incurred a disqualifying offense, crime, or conviction, and the department shall revoke the county employee's approval to perform county issuance functions and terminate the county employee's access to the department's issuance system. The department shall also revoke a county employee's approval to perform county issuance functions and terminate the county employee's access to the department's issuance system if the department independently learns or otherwise determines that the county employee has committed or is determined to have committed a disqualifying offense, crime or conviction.

- C. **Change of employment status or function.** In the event a county employee designated by the county treasurer for any reason ceases to be employed by the county or is otherwise assigned to another position or functions and responsibilities and will no longer perform county issuance functions, the county treasurer shall immediately notify the department that the county employee is no longer employed and/or designated to perform county issuance functions, and the department shall withdraw the county employee's approval and terminate the county employee's access to the department's issuance system.

VII. FACILITIES, FURNISHINGS, AND GENERAL OFFICE EQUIPMENT

- A. **County to provide.** The county shall provide at the county's expense all facilities and furnishings necessary for performance of the county's issuance program. The department shall have no responsibility to provide facilities, furnishings, or office equipment of a general nature to the county and shall have no responsibility for any expense, cost, or liability related to or arising out of the county's facilities or furnishings, including but not limited to rent or utilities. In addition to any equipment covered by 321M.9, subsection 3, paragraph (b), the county shall provide wired or wireless internet connectivity when required for the functionality of department-provided equipment under section VIII of this agreement. The county shall defend, indemnify, and hold harmless the department from any and all claims related to or arising out of operation, maintenance, or provision of the county's facilities, furnishings, or office equipment of a general nature.
- B. **Access by department.** The county shall grant department employees, vendors, and contractors reasonable access to the county's facilities during the county's regular business hours for the purpose of guiding and auditing the county's issuance program and providing, installing, maintaining, replacing, inspecting, or otherwise servicing the issuance equipment, hardware, software, systems, data or networks lines, and materials provided by the department to the county for performance of the county's issuance program, and at all other times agreed upon by the county and department or as reasonably necessary to protect said items in the event of any breach in or damage to the county's facilities or security safeguards.

VIII. ISSUANCE EQUIPMENT, HARDWARE, SOFTWARE, SYSTEMS AND MATERIALS

- A. **Duty to provide.** The department shall provide from funds allocated to the department for the purpose of supporting county issuance all equipment required to be provided by the department under section 321M.9, subsections 2 and 3 of the Iowa Code, including all issuance and testing equipment, hardware, software, data line communications, forms, supplies, and materials determined by the department as necessary for conduct of the county's issuance program. The department shall not provide and shall not be responsible for other equipment specifically excepted under section 321M.9, subsection 3. The parties acknowledge that permanent driver's licenses, non-operator's identification cards, and other cards that may be issued as part of the county's issuance program are produced at a secure third-party facility, and that the department is solely responsible for the production and mailing of permanent cards through the department's card production vendor and through funds allocated to the department for that purpose.
- B. **Property rights.** All equipment, hardware, software, forms, supplies, data line communications, forms, supplies, materials, and other property placed and provided by the department at the county's facilities under this agreement shall remain department property. The department may assign and reassign or replace property as it deems appropriate. In the event this agreement is terminated, property placed and provided by the department shall be returned to the department unless the

parties otherwise mutually agree. The department shall bear the cost of removing said property but shall not be responsible for returning the county's facilities to any prior condition.

IX. TRAINING, EDUCATION AND RESOURCES

- A. **Department to provide.** The department shall provide all training, continuing education, and resource materials (manuals, technical guidance, policies, memos, and other resources intended to guide activities covered by this agreement, whether in written or electronic format) determined by the department as necessary for the proper implementation and performance of the county's issuance program, at times and places determined by the department. Training, continuing education, and resource materials shall be entirely consistent with and integrated wherever possible with the training, continuing education, and resource materials provided for department employees.
- B. **Costs and expenses covered by the department.** The department shall provide all resource materials at the department's cost and shall cover the travel expenses for county employees that are required to travel to attend training, continuing education, or conferences required by the department from funds allocated to the department for the purpose of supporting county issuance. As used in this paragraph, travel expenses shall include reasonable mileage, meals, and lodging expenses, all of which shall be subject to and paid at the rates and according to the conditions and limitations set forth in the department's policy for department employees, "Personal Expense Reimbursement and Travel," department policy no 120.02, as published and updated by the department on the department's intranet site. All such training, continuing education, or conferences shall be within the state of Iowa; the department shall neither require nor be responsible for out-of-state travel or associated costs or expenses for county employees.
- C. **County adherence to training and continuing education.** The county shall require all county employees designated to perform issuance functions to complete all training and continuing education required by the department, and where such training or continuing education is required as a condition to perform or to continue to perform a task or activity within the issuance program, shall not permit a county employee to perform or to continue to perform that task or activity until the employee has successfully completed the required training or continuing education. The department may withdraw the county employee's approval to participate in the county's issuance program and terminate the county employee's access to the department's issuance system if the employee fails to successfully complete required training and continuing education.
- D. **Training and continuing education content.** Training and continuing education subject to this division shall encompass all topics and content determined by the department to be reasonable and necessary for the proper, effective and well-governed administration of the state and county issuance programs, as well as all training or education currently required or to be required by state or federal law or regulations, including but not limited to the federal REAL ID regulations established at 6 C.F.R. part 37 and the federal commercial driver's license regulations established at 49 C.F.R. parts 383 and 384.

E. **Certification of examiners.** For purposes of this division, an examiner is a county employee designated by the county to administer or initiate commercial driver's license knowledge tests or to perform commercial, noncommercial, or motorcycle skills (driving or operation) tests. A county employee designated for such purposes shall not perform such tasks unless the employee has and properly maintains the proper certification to do so, as set forth in the following:

1. **Commercial driver's license knowledge test examiner.** The county employee must successfully complete all training, refresher training, and examination required for certification as a knowledge test examiner under 49 C.F.R. § 384.228.
2. **Commercial driver's license skills test examiner.** The county employee must successfully complete all training, refresher training, and examination required for certification as a skills test examiner under 49 C.F.R. § 384.228. The county employee must have and maintain a valid, unexpired driver's license other than a temporary restricted license or instruction permit.
3. **Non-commercial driver's license skills test examiner.** The county employee must successfully complete all training, refresher training, and examination required for certification as a driver examiner under the International Driver Examiner Certification program established by the American Association of Motor Vehicle Administrators. The county employee must have and maintain a valid, unexpired driver's license other than a temporary restricted license or instruction permit.
4. **Motorcycle skills test examiner.** The county employee must successfully complete all training, refresher training, and examination required for certification as a motorcycle examiner in accordance with the standards of the Motorcycle Safety Foundation as adopted by the department. The county employee must have and maintain a valid, unexpired driver's license other than a temporary restricted license or instruction permit.
5. **Supplemental examiner training.** If required by the department, the county employee must complete any additional training or refresher training necessary to implement changes to testing and scoring procedures for the applicable tests administered by the examiner.

All county employees designated as participants in the county issuance program are considered commercial driver's license knowledge test examiners and must attain and maintain such certification. The county may determine which employees it may designate as commercial or non-commercial driver's license skills test examiners or motorcycle skills test examiners. All county commercial driver's license knowledge or skills test examiners as agents of the department are considered state examiners and not third-party examiners for purposes of 49 C.F.R. §§ 383.75, 384.228, and 384.229, and are subject to the requirements set forth therein for state examiners, including but not limited to the auditing and monitoring requirements of 49 C.F.R. § 384.229.

Nothing in this agreement requires the county to offer commercial driver's license skills test exams or motorcycle skills test exams or to designate county employees to perform such services.

- F. **Notification to department of examiner sharing and vacancies.** The county must notify the department in writing when a commercial driver's license examiner employed by the county intends to temporarily provide examiner services for any other county, driver's license location, or third-party skills tester. The county must also notify the department in writing when a county does not have a minimum of one non-commercial driver's license skills test examiner designated to perform such services. Unless prior arrangements have been made with the department, the county shall, within 60 days of the vacancy of the non-commercial driver's license skills test examiner, assign an employee properly certified under paragraph E, subparagraph 3 to administer non-commercial driver's license skills tests.

X. PROTECTION OF PERSONAL INFORMATION

- A. **Duty to protect personal information.** The county and its employees shall only access and use personal information regarding a driver's license or non-operator's identification card holder or applicant or otherwise contained in a department data-base or record in the course of the county's official functions and shall not access or use such information for any other reason or purpose, personal or otherwise. Any release, disclosure or re-disclosure of such personal information must comply with the requirements Iowa Code § 321.11 and the federal Driver's Privacy Protection Act, 18 U.S.C. § 2721 et seq ("the DPPA"). Personal information as used in this agreement means as defined in Iowa Code § 321.11(2) and/or 18 U.S.C. § 2725(3) and (4).
- B. **Duty to report.** The county shall immediately report to the department any actual or suspected access, use, release, disclosure, or re-disclosure of personal information that is not permitted under Iowa Code § 321.11 or the DPPA, whether intentional or unintentional.
- C. **Duty to cooperate.** The county shall fully cooperate with the department to investigate and mitigate any actual or suspected access, use, release, disclosure, or re-disclosure of personal information that is not permitted under Iowa Code § 321.11 or the DPPA, and shall grant the department all access to the county's facilities and employees reasonably necessary to complete the investigation and fully mitigate the incident, including but not limited to securing personal information, recovering personal information, and protecting against further access, use, release, disclosure, or re-disclosure of personal information that is not permitted under Iowa Code § 321.11 or the DPPA.
- D. **Termination of authority and denial of approval or access.** The department reserves the right to:
 - 1. Terminate authorization of the county's issuance program should the county fail to protect personal information as required by this division;

2. Withdraw approval to participate in the county's issuance program and terminate access to the department's issuance system for any county employee that engages in or permits access, use, release, disclosure, or re-disclosure of personal information that is not permitted under Iowa Code § 321.11 or the DPPA.

XI. SECURITY

- A. **County safeguards.** The county shall establish, provide, and maintain reasonable administrative, technical, and physical safeguards to protect the security of the county's facilities dedicated to performance of the county's issuance program and to protect the security, confidentiality, and integrity of the issuance equipment, hardware, software, systems, data or network lines, and materials housed, stored, or accessed in or at the county's facilities and any personal information collected, stored, accessed, or maintained in the course of performance of the county's issuance program, and agrees to comply with any security policies or protocols established by the department and made known to the county. The county's safeguards shall, at a minimum, be sufficient to comply with the department's security plan established under the federal REAL ID regulations, 6 C.F.R. § 37.41.
- B. **Protection against unauthorized access.** In no event shall the county allow any person not authorized by the department to access or use the issuance equipment, hardware, software, systems, data or network lines, and materials housed, stored, or accessed in or at the county's facilities or any personal information collected, stored, accessed, or maintained in the course of performance of the county's issuance program, nor shall the county allow or require county employees to share, disclose, or otherwise disseminate the individual user names and passwords provided by the department to the county employee for the county employee's access to the department's systems, records and data.
- C. **Duty to report.** The county shall immediately report to the department:
 1. Any actual or suspected breach in or damage to its facilities or the security safeguards employed by the county that would threaten the security, confidentiality or integrity of the issuance equipment, hardware, software, systems, data or network lines, and materials housed, stored, or accessed in or at the county's facilities or any personal information collected, stored, accessed, or maintained in the course of performance of the county's issuance program.
 2. Any actual or suspected unauthorized access to or use of the issuance equipment, hardware, software, systems, data or network lines, and materials housed, stored, or accessed in or at the county's facilities or any personal information collected, stored, accessed, or maintained in the course of performance of the county's issuance program.
 3. Any actual or suspected misappropriation or theft of the issuance equipment, hardware, software, systems, data or network lines, and materials housed, stored, or accessed in or at

the county's facilities or any personal information collected, stored, accessed, or maintained in the course of performance of the county's issuance program.

4. Any other act or occurrence that would reasonably be suspected to impair the security, confidentiality or integrity of the issuance equipment, hardware, software, systems, data or network lines, and materials housed, stored, or accessed in or at the county's facilities or any personal information collected, stored, accessed, or maintained in the course of performance of the county's issuance program.

D. **Duty to cooperate.** The county shall fully cooperate with the department to investigate and mitigate any actual or suspected breach, unauthorized access or use, or theft or misappropriation and shall grant the department all access to the county's facilities and employees reasonably necessary to complete the investigation and fully mitigate the incident, including but not limited to securing, recovering, and protecting against further breach, unauthorized access or use, or theft or misappropriation of the issuance equipment, hardware, software, systems, data or network lines, and materials housed, stored, or accessed in or at the county's facilities or any personal information collected, stored, accessed, or maintained in the course of performance of the county's issuance program. This includes any acts necessary to protect and recover such items in the event of damage to the county's facilities, whether intentional or unintentional and whether natural or man-made.

E. **Termination of authorization and denial of approval or access.** The department reserves the right to:

1. Refuse and prohibit the conduct of issuance activities at any county facility that is not reasonably secured as required in this division;
2. Terminate authorization of the county's issuance program should the county fail to establish, provide, and maintain reasonable safeguards as required by this division;
3. Withdraw approval to participate in the county's issuance program and terminate access to the department's issuance system for any county employee that engages in or permits a breach, unauthorized access or use, or theft or misappropriation of the issuance equipment, hardware, software, systems, data or network lines, and materials housed, stored, or accessed in or at the county's facilities or any personal information collected, stored, accessed, or maintained in the course of performance of the county's issuance program.

XII. PERFORMANCE OF SERVICES

A. **General.** The county shall perform all services within the county issuance program consistently with and according to the requirements of all state and federal laws and regulations, including the regulations of the department and all policies and procedures established by the department and made known to the county.

- B. **Service not limited to county residents.** The county shall serve all Iowa residents that present for services, without regard to whether the person is a resident of the county.
- C. **Commercial driver's license issuance.** The county is certified to issue commercial driver's licenses. The county's issuance of commercial driver's licenses shall be subject to the requirements of sections 321M.6.
- D. **Commercial driver's license testing.** The department shall certify the county's offering of commercial driver's license knowledge or skills testing by notating in the department's records whether the county is authorized to offer commercial driver's license knowledge or skills tests. The county shall comply with all applicable federal and state laws and regulations and departmental policies and procedures in administering commercial driver's license knowledge or skills tests, including, but not limited to, verifying whether an applicant has complied with the applicable entry-level driver training requirements under 49 C.F.R. part 380, subpart F, or 49 C.F.R. part 383, subpart E, and if the applicant is otherwise qualified to take the skills test or hazardous materials endorsement knowledge test, prior to administering the skills test or hazardous materials endorsement knowledge test. Nothing in this paragraph or this agreement shall require the county to offer commercial driver's license skills tests.
- E. **Acknowledgment of general obligations under anti-discrimination laws.** The county acknowledges that the county's issuance program is subject to Title VI of the federal Civil Right Acts of 1964, 42 U.S.C. 2000d – 2000d-7 (Title VI), and to Iowa Code § 216.7. These laws create the following obligations:
1. **Title VI.** Under Title VI, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the county's issuance program.
 2. **Iowa Code § 216.7.** Under Iowa Code § 216.7, it is an unfair or discriminatory practice for a public accommodation to:
 - i. Refuse or deny to any person because of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability the accommodations, advantages, facilities, services, or privileges thereof, or otherwise to discriminate against any person because of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability in the furnishing of such accommodations, advantages, facilities, services, or privileges.
 - ii. Directly or indirectly advertise or in any other manner indicate or publicize that the patronage of persons of any particular race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability is unwelcome, objectionable, not acceptable, or not solicited.

The county agrees that it shall operate and offer access to its facilities and performs its issuance program in conformance with these obligations.

- F. **Acknowledgment of specific obligations under anti-discrimination laws.** The county further acknowledges that its obligations under the anti-discrimination laws set forth in the preceding paragraph "C" specifically include but are not limited to the following obligations, and agrees to operate and offer access to its facilities and perform its issuance program in conformance with these specific obligations:
1. **Service to foreign nationals.** The county shall not deny or refuse to perform services to a person on the basis that the person is a temporary or permanent foreign national, and shall not refuse to issue credentials intended for such persons. As used herein a foreign national is a person who is not a U.S. citizen but can properly demonstrate lawful presence in the U.S.
 2. **Service to persons of limited English proficiency.** The county shall not deny or refuse to perform services on the basis that the person is of limited English proficiency, and in conjunction with the department shall provide reasonable translation and interpretation services as needed to facilitate services to persons of limited English proficiency.

XII. FEES

- A. **Consideration.** The county's sole consideration for services performed under this agreement shall be retention of fees as set forth in Iowa Code § 321M.9(1).
- B. **Daily remittance of fees and penalties collected.** The county shall remit daily to the state treasurer all fees and civil penalties collected in the performance of the county's issuance program under chapter 321M.
- C. **Monthly reconciliation of fees retained.** The fees retained by the county under Iowa Code § 321M.9(1) shall be deducted from the moneys collected under chapter 321 and otherwise transferred to the state treasurer on the 10th of each month, pursuant to Iowa Code §§ 321.152 and 321.153, and shall be reported to the department in conjunction with other fees retained by the county, as provided in Iowa Code § 321.152.
- D. **Daily and monthly reporting and reconciliation procedures.** The department shall provide procedures for daily and monthly reporting and reconciliation of fees and penalties transferred and retained to assure accurate accounting of all penalties and fees collected, transferred, and retained.
- E. **Commercial driver's license skills test fees.** Nothing in this section shall prevent a county treasurer certified by the department to administer CDL skills tests from collecting and retaining fees for performing those tests in conformance with Iowa Code § 321M.6A, 761 Iowa Administrative Code (IAC) 607 and department policy. However, a county treasurer certified by the department to

administer CDL skills tests shall provide 30 days' notice to the department prior to beginning or ending the collection of authorized CDL skills test fees, and shall use only the fee collection system designated by the department for this purpose.

XIII. TERMINATION

- A. **Termination by the county.** The county may terminate this agreement with 30 days' notice to the department.
- B. **Termination by mutual agreement.** The county and department may terminate this agreement upon mutual written agreement at any time, with or without notice.
- C. **Termination for cause.** Pursuant to Iowa Code § 321M.4, the department may terminate the county's authorization to conduct the county issuance program if the county fails to meet the department's standards for issuance. Termination for cause may occur under any of the following circumstances:
 - a. The county fails to comply with or satisfy any of the provisions of this agreement.
 - b. The county fails to comply with the department's policies and procedures for performance of the county's issuance program.
 - c. The county fails to comply with any state or federal law or regulation that applies to performance of the county's issuance program.
 - d. The county commits an act or omission that compromises the integrity of the state's issuance program or threatens the integrity or security of the state's systems, hardware, software, networks, or databases.
 - e. The county commits an act or omission that warrants termination of the county's authorization under the specific terms of any other division of this agreement, including but not limited to those duties set forth above in Section X "Protection of Personal Information."
 - f. The county falsifies any record or information provided or used in the performance of the county's issuance program or fraudulently approves a credential, benefit, permission or privilege for which a person is not legally entitled or due.
 - g. The county misappropriates or otherwise fails to properly account for fees collected under this agreement and chapter 321M, or fraudulently assesses any person a fee or penalty that is not legally due.

As used in this paragraph, “county” includes the county, its officers, agents, and employees. In lieu of terminating the county’s authorization, the department in its discretion may withdraw approval to participate in the county’s issuance program and terminate access to the department’s issuance system for any county officer, agent, or employee that commits an act or omission that would warrant termination of the county’s authorization.

- D. **Notice for termination with cause.** The department will exercise good faith efforts to resolve performance issues and issues of noncompliance informally and without the need for termination of authorization for cause and formal notice. However, where the performance issues are serious or ongoing and have not been resolved informally or are not amenable to being resolved informally, the department will give the county formal written notice of intent to terminate authorization that details the performance or compliance deficiencies that have been found and the measures the county must take to remedy the deficiencies. The written notice shall give the county a reasonable period of time to remedy the deficiencies before termination of authorization becomes effective, which shall be at least thirty days. Anything in this paragraph notwithstanding, however, the department reserves the right to immediately terminate authorization where the deficiency poses an imminent threat to the integrity or security of the state’s systems, hardware, software, networks, or databases or will or may result in the unauthorized release, disclosure, or exposure of personal information contained in the department’s records or databases.
- E. **Duty upon termination.** Upon termination the county shall not conduct any activity within the county issuance program until the department reauthorizes the department to do so. However, the county shall retain and protect all program records and records and property of the department and shall grant the department, its employees, vendors, and contractors reasonable access to protect and recover said records and property.
- F. **Reauthorization.** Upon correction of any deficiencies the county may apply in writing for reauthorization of the county’s issuance program. The department will not grant reauthorization until the deficiencies have been corrected to the department’s satisfaction. The department shall not unreasonably withhold reauthorization.

XIV. LEGAL ENTITY

No new legal or administrative entity is created by this agreement.

XV. ASSIGNABILITY

The rights and interests of the parties to this agreement are not assignable.

XVI. PRIOR AGREEMENTS

This agreement replaces and supersedes all prior agreements between the county and the department under chapter 321M.

IN WITNESS WHEREOF, the department and the county have caused this agreement to be executed in two counterparts, each of which shall be considered an original.

IOWA DEPARTMENT OF TRANSPORTATION

_____ **COUNTY, IOWA**

By: _____
Melissa Gillett, Director
Motor Vehicle Division

By: _____
_____, Chair
_____ County Board of Supervisors

Date: _____

Date: _____

RESOLUTION FOR ROAD VACATION PUBLIC HEARING
Hardin County
Resolution No. 2022-38

WHEREAS, The Hardin County Engineer is asking that action be taken to vacate a section of Hardin County Secondary Road, described as follows:

That portion of road now known as TT Avenue, originally established on April 7, 1933. (See Supervisor's Minutes Book I, page 250) all lying in Section 7, T88N, R19W of Hardin County, Iowa.

The intention of this road closure is to vacate the entire segment of TT Avenue public road right-of-way lying in Section 7, T88, R19W, except the south 200.00 feet.

NOW, THEREFORE BE IT RESOLVED that a hearing on the proposed vacation will be held at the Hardin County Emergency Management Building, Eldora, Iowa, 50627 at _____ am on _____, 2022 in accordance with Iowa Code Chapter 306.

BJ Hoffman, Chairperson
County Board of Supervisors

ATTEST: _____
Jolene Pieters
Hardin County Auditor

Date

HARDIN CO. SHERIFF'S OFFICE

A New Century of Service

David L. McDaniel

1116 14th Avenue

Eldora, Iowa 50627

641-939-8189

1-800-568-4373

Fax 641-939-8249

2022-2023 Civil fees September

0001-1-05-1000-440003	Civil Fees	\$	1,868.18
0001-1-05-1000-440004	Civil Mileage	\$	547.20
0001-4-05-9100-847000	Prescription/MH		
	Total:	\$	2,415.38

2022-2023 Misc fees September

0001-1-05-1000-250100	Contract Law	\$	18,763.65
0001-1-05-1000-250200	Care Prisoners	\$	130,525.69
0001-1-05-9000-440002	Driving Records	\$	-
0001-1-05-1000-440006	Purchase Permits	\$	-
0001-1-05-1000-441000	Weapon Permits	\$	580.00
0001-1-05-1000-443000	Work Release	\$	-
0001-1-05-1000-445000	Sex Offender Reg.	\$	50.00
0001-1-05-1000-550001	Copy Reports	\$	35.00
0001-1-05-1000-850100	CO ENF Surcharge	\$	7.50
0001-1-05-1000-589010	Restitution	\$	241.87
0001-1-05-1000-550005	Fingerprint fees	\$	50.00
	Total:	\$	150,253.71

	Total fees	\$	152,669.09
31-Aug-22	Funds paid to Treasurer		FY 22/23

County Auditor's Report of Fees Collected

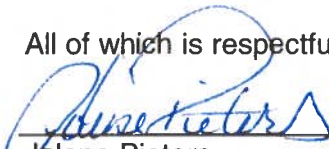
State of IOWA) SS:
County of) Hardin County

To the Board of Supervisors of HARDIN COUNTY:

I, Jolene Pieters, Auditor of the above named County and State, do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the period of 09.01.2022 through 09.30.2022 and the same has been paid to the County Treasurer:

	No. Doc.	Fees collected
4150 Passport fees	20	\$700.00
4150 Photo fees	29	\$435.00
Total		\$1,135.00

All of which is respectfully submitted.



Jolene Pieters
Hardin County Auditor

10.04.2022
Date

Chairperson, Board of Supervisors

Date

HARDIN COUNTY
Employee Change of Status Report

Please enter the following change(s) as of: October 6, 2022

Name: Neely, Cheyanne L

Address: Iowa Falls, IA

Department: Sheriff's Office

Position: Correctional Officer

Fund _____

Gross _____

Salary or Hourly Rate: \$20.35/hr

STATUS () Full-time () Permanent Part-time () Temporary/Seasonal
Part-time

Reason for change:

- | | |
|---|-----------------|
| (<input checked="" type="checkbox"/>) Hired | () Resignation |
| () Promotion | () Retirement |
| () Demotion | () Layoff |
| () Pay Increase | () Discharge |
| () Leave of absence to: _____ | |
| (date) | |

() Other:


Dates of Employment: From: To

Last day of work will be:

Beyond the last day of work, the employee was (or will be) paid for:

Vacation:

Comp:

Authorized by:  Date: 09-29-2022
Elected Official or Department Head

Approved by: _____ Date: _____
Appropriate Board (If Applicable)



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



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 10/14/2022
Date

Name: Angela De La Riva
Address: _____
Fund: _____

Department: Economic Development
Position: Economic Development Director
Salary/Hourly Rate: _____
Weekly Scheduled Hours: _____

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: 07/29/2019 From to 10/14/2022 To
Last Day of Work 10/14/2022
(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 10/05/2022
Date

Authorized by: _____
Board of Supervisors 10/05/2022
Date