



**HARDIN COUNTY**  
Board of Supervisors

December 31, 2021

**NOTICE: Public attendance at public meetings is restricted due to COVID-19 concerns. To access and participate in meetings remotely, please use the information listed below.**

1. 9:00 A.M. Call To Order  
Courthouse Large Conference Room
2. Pledge Of Allegiance
3. Appoint 2022 Board Chair
4. Appoint 2022 Board Vice-Chair
5. Approval Of Agenda

Documents:

[2022 ORGANIZATIONAL MEETING AGENDA.PDF](#)

6. Approval Of Claims For Payment – 01/05/22

Documents:

[VENDOR PUBLICATION REPORT 12.29.21.PDF](#)

7. Utility Permits & Secondary Roads Department - None
8. Second Reading-Ordinance Regarding Ditch Mowing In Rights-Of-Way

Documents:

[HARDIN COUNTY ORDINANCE DITCH MOWING IN RIGHT OF WAY.PDF](#)

9. Second Reading-Ordinance Regarding Livestock At Large

Documents:

[HARDIN COUNTY ORDINANCE REGULATING LIVESTOCK AT LARGE.PDF](#)

10. Title VI Non-Discrimination Agreement 2022

Documents:

[TITLE VI NON-DICRIMINATION AGREEMENT 2022 UNSIGNED.PDF](#)

11. Appoint Board Members For County Representation	
Emergency Management	E-911 Board
Representative	
Emergency Management Alternate	E-911 Board Alternate
Hardin Co. Solid Waste Commission	Board of Health
Hardin Co. Solid Waste Commission Alternate	Board of Health
Alternate	
Hardin County EMS Council	Decategorization
Board	
Hardin County EMS Council Alternate	Decategorization Board
Alternate	
Iowa Workforce Board	Senior Issues
Mid-Iowa Community Action	Senior Issues Alternate
Mid-Iowa Community Action Alternate	Greenbelt Home Care
Region Six Planning Commission	Greenbelt Home Care
Alternate	
Region Six Planning Commission Alternate	Central Iowa Comm.
Services Board	
Second Judicial District Bd. of Directors	Central Iowa Comm. Svcs.
Board Alternate	
Second Judicial District Alternate	Iowa River Trail -
Hardin Commission	
Heartland Insurance Risk Pool Board	Iowa River Trail - Hardin
Comm. Alternate	
Heartland Insurance Risk Pool Alternate	
Juvenile Detention Center Commission	
Juvenile Detention Center Alternate	
Northeast Iowa Response Group Board	
Northeast Iowa Response Group Bd. Alternate	
Hardin County Firemen's Association	-
Hardin Co. Firemen's Assoc. Alternate	

12. 2022 Attendance At Iowa State Association Of Counties Meetings

13. 2022 Holidays

Martin Luther King Jr. Day

January 17, 2022

Memorial Day	May 30, 2022
Independence Day	July 4, 2022
Labor Day	September 5, 2022
Veterans Day	November 11, 2022
Thanksgiving	November 24 & 25, 2022
Christmas	December 26 & 27, 2022
New Year's Day	January 2, 2023

14. 2022 Legal Newspapers

15. 2022 Appointments

County Conservation Board  
County Board of Health  
MH/DS Advisory Board  
Zoning Adjustment Board  
Board of Condemnation  
Pioneer Cemetery Commission  
Weed Commissioner  
Prairie Rivers of Iowa Resource Conservation  
& Development Board  
Township Trustee

16. Set Date And Time For 2022 Regular Board Meetings

17. Medical Examiner Investigator Services Agreements

Documents:

[MED EXAMINER INVESTIGATOR AGREEMENT 2022 CRAIGHTON.PDF](#)  
[MED EXAMINER INVESTIGATOR AGREEMENT 2022 EUGENIO.PDF](#)  
[MED EXAMINER INVESTIGATOR AGREEMENT 2022 WILLIAMS.PDF](#)

18. Resolution Naming Depositories

Documents:

[RESOLUTION NAMING DEPOSITORIES 2022-01.PDF](#)

19. Investment Policy

Documents:

[2022 INVESTMENT POLICY.PDF](#)

20. Hardin County Embargo Resolution

Documents:

[HARDIN COUNTY EMBARGO 2022-02.PDF](#)

21. Resolution For Temporary Road Closures

Documents:

RESOLUTION FOR TEMPORARY ROAD CLOSURES 2022-03.PDF

22. Change Of Status – Sheriff's Office

Documents:

CHANGE OF STATUS-SHERIFF DEPT.PDF

23. Other Business

24. Adjournment/Recess



# HARDIN COUNTY

## Board of Supervisors

1215 EDGINGTON AVE., SUITE 1  
ELDORA, IA 50627  
(641) 939-8219  
SUPERVISORS@HARDINCOUNTYIA.GOV

December 31, 2021

**NOTICE: Public attendance at public meetings is restricted due to COVID-19 concerns. To access and participate in meetings remotely, please use the information listed below.**

### AGENDA

#### MONDAY, JANUARY 3, 2022

9:00 A.M. Organizational Meeting, Courthouse Large Conference Room

Online: <https://us02web.zoom.us/j/88530378243>

By Phone: 1-312-626-6799

Meeting ID: 885 3037 8243

Call to Order

Pledge of Allegiance

Appoint 2022 Board Chair

Appoint 2022 Board Vice-Chair

Approval of Agenda

Approval of Claims for Payment – 01/05/22

Utility Permits & Secondary Roads Department - None

Second Reading-Ordinance regarding ditch mowing in rights-of-way

Second Reading-Ordinance regarding livestock at large

Title VI Non-Discrimination Agreement 2022

Appoint Board Members for County Representation on:

Emergency Management

Emergency Management Alternate

Hardin Co. Solid Waste Commission

Hardin Co. Solid Waste Commission Alternate

Hardin County EMS Council

Hardin County EMS Council Alternate

Iowa Workforce Board

Mid-Iowa Community Action

E-911 Board Representative

E-911 Board Alternate

Board of Health

Board of Health Alternate

Decategorization Board

Decategorization Board Alternate

Senior Issues

Senior Issues Alternate

Mid-Iowa Community Action Alternate

Region Six Planning Commission

Region Six Planning Commission Alternate

Second Judicial District Bd. of Directors

Second Judicial District Alternate

Heartland Insurance Risk Pool Board

Heartland Insurance Risk Pool Alternate

Juvenile Detention Center Commission

Juvenile Detention Center Alternate

Northeast Iowa Response Group Board

Greenbelt Home Care

Greenbelt Home Care Alternate

Central Iowa Comm. Services Board

Central Iowa Comm. Svcs. Board Alternate

Iowa River Trail - Hardin Commission

Iowa River Trail - Hardin Comm. Alternate

[HTTP://WWW.HARDINCOUNTYIA.GOV](http://www.hardincountyia.gov)

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# HARDIN COUNTY

## Board of Supervisors

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Northeast Iowa Response Group Bd. Alternate  
Hardin County Firemen's Association  
Hardin Co. Firemen's Assoc. Alternate

Hardin County Board of Supervisors  
Agenda - January 3, 2022  
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2022 Attendance at Iowa State Association of Counties Meetings  
2022 Holidays  
2022 Legal Newspapers  
2022 Appointments: County Conservation Board  
County Board of Health  
MH/DS Advisory Board  
Zoning Adjustment Board  
Board of Condemnation  
Pioneer Cemetery Commission  
Weed Commissioner  
Prairie Rivers of Iowa Resource Conservation  
& Development Board  
Township Trustee

Set Date and Time for 2022 Regular Board Meetings  
Medical Examiner Investigator Services Agreements  
Resolution Naming Depositories  
Investment Policy  
Hardin County Embargo Resolution  
Resolution for Temporary Road Closures  
Change of Status – Sheriff's Office  
Other Business  
Adjournment/Recess

/s/ Jolene Pieters



<b>Vendor Name</b>	<b>Vendor Number</b>	<b>Total Payments</b>
Alliant Energy	4253V	484.17
Amy L Lampman	2376V	80.50
Andrew Jeske	100991	150.00
Angela De La Riva	100411	194.00
Black Hills Energy	4450V	259.47
Brown Supply Co Inc	686V	3,298.21
Bruce A Dieken	87E	20.00
C.J. Cooper & Assoc Inc.	62770V	350.00
Campbell Supply Co	620V	453.96
Carstens Plumbing & Heating Co Inc	4814V	90.00
Caterpillar Financial Services	2434V	3,093.26
Central Iowa Towing and Recovery, Inc.	100975	595.00
Central Lock & Key, Inc	2316V	305.00
CenturyLink 2956	4569V	559.11
Cintas Corporation-Cincinnati	1545V	844.47
Cintas-Chicago	2475V	432.46
City of Ackley	3015V	106.74
City of Hubbard	61554V	52.66
City of New Providence	515V	28.43
Culligan - IA Falls	100455	42.60
Des Moines Stamp Mfg Co	892V	139.00
Eldora Tire & Alignment	62947V	80.00
Gehrke Inc.	6131V	1,383.68
Gehrke Quarries, Inc.	145V	559.75
Grass Masters Lawn & Landscaping Service	100587	210.00
Greenbelt Home Care	61807V	5,092.65
IFADC	62574V	7,000.00
Innovative Ag Services Hubbard	868V	155.00
Intab Inc.	63662V	96.48
Iowa Regional Utilities Assoc.-Newton	62036V	49.96
Iowa Water Well Association	63695V	90.00
IOWWA	100106	260.00
Jody L Mesch	58E	40.00
John Deere Financial	1394V	731.57
Ken's Repair	4583V	382.77
Knight Sanitation	993V	209.00
Lawson Products Inc	5826V	1,641.41
Mail Services LLC	63827V	553.13
Marla Kay Williams	2268V	299.00
Martin Marietta Aggregate	4141V	177,650.00
Mary Jaspers / Pinecrest Mobile Home Park	61190V	200.00
Matthews Repair LLC	100762	121.74
Midland Power Cooperative	5999V	1,366.94
Murphy Tractor & Equipment Co., Inc	2286V	1,037.83
NACCTFO	2534V	100.00
NAPA Auto Parts	4290V	96.26
Police Legal Sciences, Inc.	2358V	1,440.00
RC Systems- Waterloo Office	2077V	130.00
Schneider Geospatial LLC	100763	2,325.00
Shield Pest Control LLC	63086V	45.00
SS&R Properties LLC	100984	400.00
State Medical Examiners Office	63559V	2,306.00
Summit Food Service LLC	2332V	4,560.03
Times Citizen	538V	73.92
Van Wall Equipment, Inc.	2924V	97,081.76

**Vendor Publication Report****Payment Date Range: 12/29/2021 - 12/29/2021**

<b>Vendor Name</b>	<b>Vendor Number</b>	<b>Total Payments</b>
Verlyn Mensing	100703	80.00
VISA	150V	1,767.06
Windstream Communications / CABS	62349V	942.73
Xerox Financial Services	100896	1,920.03
Ziegler Incorporated	1463V	7,089.69
<b>Grand Total:</b>	<u>331,147.43</u>	



Hardin County Ordinance # \_\_\_\_\_

An ordinance relating to the mowing of ditched on Hardin County rights-of-way.

**Section 1. Purpose.** To provide enforcement of and consequences for mowing of ditches in violation of Iowa Code section 314.17 (2021), as it relates to Hardin County rights-of-way.

**Section 2. Prohibited Activities.**

- a. Mowing roadside vegetation on the Hardin County rights-of-way or medians on any county highway or secondary road without an annual permit issued by the Hardin County Engineer is prohibited. A valid permit is one that is issued by the Hardin County Engineer upon application and payment of a permit fee. The application form, permit form and any fee shall be established by resolution of the Board of Supervisors.
- b. Mowing roadside vegetation on the Hardin County rights-of-way or medians on any county highway or secondary road prior to July 15 in any year is prohibited, except as follows:
  1. Within two hundred yards of an inhabited dwelling.
  2. On rights-of-way within one mile of the corporate limits of a city.
  3. To promote native species of vegetation or other long-lived and adaptable vegetation.
  4. To establish control of damaging insect populations, noxious weeds, and invasive plant species.
  5. For visibility and safety reasons.
  6. Within rest areas, weigh stations, and wayside parks.
  7. Within fifty feet of a drainage tile or tile intake.
  8. For access to a mailbox or for other accessibility purposes.
  9. On rights-of-way adjacent to agricultural demonstration or research plots.

**Section 3. Penalty** Any violation of section 2 shall be a county infraction which is punishable by a civil penalty of not more than \$100.00 for each violation, or if the infraction is a repeat offense, a civil penalty not exceeding \$200.00 for each repeat offense. For purposes of the civil penalty, “each violation” shall mean each ¼ mile of ditch mowed, or fraction thereof; “repeat offense” means a notice of violation sent to the same violator for a subsequent infraction.

**Section 4. Enforcement**

- a. Enforcement of this ordinance shall be initiated only upon a written complaint, sworn under oath, on a complaint form developed by the Hardin County Engineer. The complainant shall provide details on the form such as, but not limited to: contact information of the reporting party, date and specific location of the violation, the name of the person violating the ordinance, the name of the

landowner, and description of the area mowed. A party making a written complaint must be the landowner, adjacent landowner, tenant, or a party with a vested contractual interest in the commodity or right-of-way.

- b. If, in the opinion of the Hardin County Engineer, or designee, it is determined that the complainant has standing and the complaint is valid and that provided information establishes that a violation has occurred, notice of the violation, including a copy of the complaint, shall be given to the violating party and landowner, tenant or other interested party. The notice shall demand the violator cease and desist and pay the civil infraction within 30 days of the date of the notice or it will be assessed to the property taxes of the property adjacent to the right-of-way, with additional fees and interest. This notice shall be given by ordinary mail within 7 business days of receiving a valid complaint.
- c. The violator shall have the right to demand a hearing on the complaint. Demand for hearing shall be made in writing and received by the Hardin County Auditor within 14 days from the date of the notice of violation. Said hearing shall be before the Board of Supervisors and shall be scheduled at the convenience of the Board, but no later than 60 days after the demand is received. Failure to timely demand hearing shall be deemed as waiver and admission of violation. The Board of Supervisors shall notify the violator in writing of its decision within 10 days of the hearing by mailing the decision to the violator. Failure to pay within 30 days of the date of decision any amount due shall be assessed as property taxes on the property adjacent to the rights-of-way.
- d. The enforcement provided herein is not an exclusive remedy, and all other civil and criminal remedies, public and private remain inviolate.

**Section 5.** Repeal. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 6.** Severability Clause. Any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**Section 7.** Effective Date. This ordinance shall be effective upon adoption and publication as provided by law.

**HARDIN COUNTY**  
**ORDINANCE 2022-**  
**AN ORDINANCE REGULATING LIVESTOCK AT LARGE**

**Purpose** A regulation relating to livestock running at large, establishing consequences for livestock and owner, and providing reasonable rights of notice and hearing before the imposition of penalties.

The Hardin County Board of Supervisors hereby adopts the following ordinance to wit:

**1.1 Definitions**

1.1 (01) “Livestock” means an animal belonging to the bovine, caprine, equine, ovine, or porcine species; ostriches, rheas, or emus; farm deer or poultry.

1.1 (02) “At Large” means off the premises of the owner and not under the control of a competent person, restrained within a trailer, or housed in a veterinary hospital or kennel.

1.1 (03) “Owner” means the person who holds title to livestock or who is primarily responsible for the care and feeding of the livestock as provided by the titleholder.

**2.1 Violations**

2.1 (01) At Large Prohibited. It is unlawful for livestock to run at large within Hardin County.

2.1 (02) Damage or Interference. It is unlawful for livestock to unlawfully pass upon the premises of another thereby causing damage to, or interference with the premises, property or livestock of another.

**3.1 Penalties**

3.1 (01) After receiving two prior warnings of violations of this Ordinance from any law enforcement official, any owner violating this Ordinance or any amendment or supplement thereto, may be found guilty of a simple misdemeanor which is punishable by a fine of not more than six hundred twenty-five dollars (\$625) or by imprisonment of not more than thirty (30) days.

3.1 (02) After receiving two prior warnings of violations of this Ordinance from any law enforcement official, the owner may, in the alternative, be found guilty of a county infraction punishable by a civil penalty of not more than seven hundred and fifty dollars (\$750), of if there has been a prior conviction for a violation of this Ordinance, then by a civil penalty not to exceed one thousand dollars (\$1,000).

3.1 (03) Nothing in this Ordinance shall be construed to prevent a landowner or local authority from taking custody of livestock as provided by Chapter 169C of the Iowa Code.

**4.1 Applicability**

4.1 (01) Provisions contained herein are applicable to all unincorporated areas of Hardin County.

**5.1 Severability of Provisions**

5.1 (01) If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

**6.1 Regulation Effective Upon Publication**

6.1 (01) This ordinance being deemed essential and imperative for the preservation of the public health, shall be in force and effect from and after its passage and publication as provided by law.

1<sup>st</sup> reading \_\_\_\_\_

2<sup>nd</sup> reading \_\_\_\_\_

3<sup>rd</sup> reading \_\_\_\_\_

**Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**HARDIN COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
BJ Hoffman, Chair

Attest: \_\_\_\_\_  
Jolene Pieters, Auditor

\_\_\_\_\_  
Renee McClellan

\_\_\_\_\_  
Lance Granzow

**Title VI Non-Discrimination Agreement  
Iowa Department of Transportation  
and  
HARDIN COUNTY, IOWA**

**Agency Information**

Name and title of administrative head:

Name: BJ Hoffman Title: Chairperson, Hardin County, IA

Address: 11215 Edgington Avenue, Suite 1

City: Eldora State: IA ZIP Code: 50627 County: Hardin

Phone/FAX: 641-939-8220/939-8223 Email: bhoffman@hardincountyia.gov

Name and title of designated Title VI coordinator:

Name: Joe Donald Title: Title VI Coordinator / Engineering Technician

Address: 708 16th Street

City: Eldora State: IA ZIP Code: 50627 County: Hardin

Phone/FAX: 641-858-5058/858-3182 Email: jdonald@hardincountyia.gov

\*If the Title VI coordinator changes, please contact the Iowa DOT Title VI specialist.

**Title VI Program**

**I. Organization and staffing**

Pursuant to 23 C.F.R. § 200, Hardin County (Name of City/County) has appointed a Title VI coordinator identified above, who is responsible for implementing and monitoring the local public agency's (LPA's) Title VI program per this agreement, and is the representative for issues and actions pertaining to this agreement. The LPA will provide the Iowa Department of Transportation with a copy of the LPA's organizational chart that illustrates the level and placement of the Title VI coordinator.

The LPA will notify the Iowa DOT in writing of any changes to the LPA's organization chart, Title VI coordinator or Title VI coordinator contact information.

**II. Assurances required**

Pursuant to 49 C.F.R. § 21.7, every application for federal financial assistance or continuing federal financial assistance must provide a statement of assurance and give reasonable guarantee that the program is (or, in the case of a new program, will be) conducted in compliance with all requirements imposed by or pursuant to 49 C.F.R. § 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964). Fully executed standard DOT Assurances (including Appendices A, B and C) are attached to this agreement.

### III. Implementation procedures

This agreement shall serve as the LPA's Title VI plan pursuant to 23 C.F.R. § 200 and 49 C.F.R. § 21. For the purpose of this agreement, "federal assistance" shall include all of the following.

- Grants and loans of federal funds.
- The grant or donation of federal property and/or interest in property.
- The detail of federal personnel.
- The sale and lease of, and permission to use (on other than a casual or transient basis), federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the LPA, or in recognition of the public interest to be served by such sale or lease to the LPA.
- Any federal agreement, arrangement or other contract that has as one of its purposes the provision of assistance.

The LPA shall:

1. Issue a policy statement, signed by the head of the LPA, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the LPA's organization and to the public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by the Iowa DOT, Federal Highway Administration or U.S. Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, to implement Title VI compliance in accordance with this agreement. The head of the LPA shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI coordinator who has a responsible position in the organization and easy access to the head of the LPA. The coordinator shall be responsible for implementing and monitoring Title VI activities and preparing required reports.
4. Develop and implement a public involvement plan that includes low-income and minority community outreach and ensures those persons who are limited-English proficient (LEP) can access services.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigations. Identify each complainant by race, color, national origin or gender, the nature of the complaint, date the complaint was filed, date the investigation was completed, disposition, date of disposition, and other pertinent information. A copy of the complaint, together with a copy of the LPA's report of investigation, shall be forwarded to the Iowa DOT's civil rights coordinator within 60 days of the date the complaint was received by the LPA.
6. Collect statistical data (race, color, national origin, age, gender, disability, LEP and income of populations in service area) of participants in, and beneficiaries of, the programs and activities conducted by the LPA.
7. Conduct Title VI self-assessment of the LPA's program areas and activities, and of second-tier sub-recipients, contractor/consultant program areas and activities. Where applicable, revise policies, procedures and directives to include Title VI requirements. Ensure that programs, policies, and other activities do not have disproportionate adverse effects on minority and low-income populations.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments and changes to the program covering the prior year, and identify goals and objectives for the coming year.
  - o **Annual work plan:** Outline Title VI monitoring and review activities planned for the coming year; and indicate a target date for completion.
  - o **Accomplishment report:** List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special internal and external reviews conducted by the Title VI coordinator. List any major problem(s) identified and corrective action(s) taken. Include a summary and status report on any Title VI complaints filed with the LPA. Include a listing of complaints received against second-tier sub-recipients, if any, as well as a summary of complaints and actions taken.
10. Include Title VI compliant language in all contracts to second-tier sub-recipients.



**IV. Discrimination complaint procedures – allegations of discrimination in federally assisted programs or activities**

The LPA adopts the following discrimination complaint procedures for complaints relating to federally assisted transportation-related programs or activities.

1. **Filing a discrimination complaint:** Any person who believes that he or she, or any class of individuals, or in connection with any disadvantaged business enterprise, has been or is being subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq.; and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, has the right to file a complaint.

Any individual wishing to file a discrimination complaint must be given the option to file the complaint with the LPA, or directly with the Iowa DOT, FHWA, USDOT and U.S. Department of Justice . Complaints may be filed with all agencies simultaneously.

No individual or agency shall refuse service, discharge or retaliate in any manner against any persons because that individual has filed a discrimination complaint, instituted any proceeding related to a discrimination complaint, testified, or is about to testify, in any proceeding or investigation related to a discrimination complaint, or has provided information or assisted in an investigation.

2. **Complaint filing time-frame:** A discrimination complaint must be filed within 180 calendar days of one of the following.
- (a) The alleged act of discrimination.
  - (b) Date when the person(s) became aware of the alleged discrimination
  - (c) Date on which the conduct was discontinued, if there has been a continuing course of conduct.

The LPA or their designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. **Contents of a complaint:** A discrimination complaint must be written. The document must contain the following information.
- a) The complainant's name and address, or other means by which the complainant may be contacted.
  - b) Identification of individual(s) or organization(s) responsible for the alleged discrimination.
  - c) A description of the complainant's allegations, which must include enough detail to determine if the LPA has jurisdiction over the complaint and if the complaint was filed timely.
  - d) Specific prohibited bases of alleged discrimination (i.e., race, color, gender, etc.)
  - e) Apparent merit of the complaint.
  - f) The complainant's signature or signature of his/her authorized representative.

In the event that a person makes a verbal complaint of discrimination to an officer or employee of the LPA, the complainant shall be interviewed by the LPA's Title VI coordinator. If necessary, the Title VI coordinator will assist the complainant in reducing the complaint to writing and then submit the written version of the complaint to the person for signature.

4. **Complaints against the LPA:** Any complaints received against the LPA should immediately be forwarded to the Iowa DOT for investigation. The LPA shall not investigate any complaint in which it has been named in the complaint. The contact information for the Iowa DOT's Title VI program is:

Iowa Department of Transportation  
Civil Rights Bureau  
800 Lincoln Way  
Ames, Iowa 50010  
515-233-7970  
515-232-6739 (FAX)  
[civil.rights@iowadot.us](mailto:civil.rights@iowadot.us)

5. **Notice of Receipt:** All complaints shall be referred to the LPA's Title VI coordinator for review and action. Within 10 days of receipt of the discrimination complaint, the coordinator shall issue an initial written Notice of Receipt that:
  - a) Acknowledges receipt of the discrimination complaint.
  - b) Advises the complainant of his/her right to seek representation by an attorney or other individual of his or her choice in the discrimination complaint process.
  - c) Contains a list of each issue raised in the discrimination complaint.
  - d) Advises the complainant of the timeframes for processing the discrimination complaint and providing a determination.
  - e) Advises the complainant of other avenues of redress of their complaint, including the Iowa DOT, FHWA, USDOT and USDOJ.
  
6. **Notification of the Iowa DOT of a complaint:** The LPA shall advise the Iowa DOT within 10 business days of receipt of the complaint. Generally, the following information will be included in every notification to the Iowa DOT.
  - a) Name, address and phone number of the complainant.
  - b) Name(s) and address(es) of alleged discriminating official(s).
  - c) Basis of complaint (i.e., race, color, national origin, gender).
  - d) Date of alleged discriminatory act(s).
  - e) Date of complaint received by the LPA.
  - f) A statement of the complaint.
  - g) Other agencies (state, local or federal) where the complaint has been filed.
  - h) An explanation of the actions the LPA has taken or proposed to resolve the issue identified in the complaint.
  
7. **Processing a complaint and time-frame:** The total time allowed for processing the discrimination complaint is 90 calendar days from the date the complaint was filed. There is no extension available at this level. This time-frame includes 60 calendar days at the LPA level and 30 days for review at the state level, if needed.

If the complainant elects to file a complaint with both the LPA and Iowa DOT, the complainant shall be informed that the LPA has 90 calendar days to process the discrimination complaint and the Iowa DOT shall not investigate the complaint until the 90 calendar-day period has expired.

Immediately after issuance of the Notice of Receipt to the complainant (step four), the LPA's Title VI coordinator shall either begin the fact-finding or investigation of the discrimination complaint, or arrange to have an investigation conducted.

Based on the information obtained during that investigation, the coordinator shall render a recommendation for action in a Report of Findings to the head of the LPA.

8. **Alternative dispute resolution/mediation process:** The complainant must be given an invitation to participate in mediation to resolve the complaint by informal means. The LPA's Title VI coordinator shall include an invitation to mediation with the Notice of Receipt, offering the opportunity to use the alternative dispute resolution/mediation process.

If the complaint selects mediation, it allows disputes to be resolved in a less adversarial manner. With mediation, a neutral party assists two opposing parties in a dispute come to an agreement to resolve their issue. The mediator does not function as a judge or arbiter, but simply helps the parties resolve the dispute themselves.

Upon receiving a request to mediate, the LPA's Title VI coordinator shall identify or designate a mediator who must be a neutral and impartial third party. The mediator must be a person acceptable to all parties and who will assist the parties in resolving their disputes.

If the complainant chooses to participate in mediation, she or he or the designee must respond in writing within 10 calendar days of the date of the invitation. This written acceptance must be dated and signed by the complainant and must also include the relief sought.



After mediation is arranged, a written confirmation identifying the date, time and location of the mediation conference shall be sent to both parties. If possible, the mediation process should be completed within 30 calendar days of receipt of the discrimination complaint. This will assist in keeping within the 90 calendar-day time-frame of the written Notice of Final Action if the mediation is not successful.

If resolution is reached under mediation, the agreement shall be in writing. A copy of the signed agreement shall be sent to the Iowa DOT's Title VI program coordinator. If an agreement is reached, but a party to it believes his/her agreement has been breached, the non-breaching party may file another complaint. If the parties do not reach resolution under mediation, the LPA's Title VI coordinator shall continue with the investigation.

9. **Notice of Final Action:** A written Notice of Final Action shall be provided to the complainant within 60 days of the date the discrimination complaint was filed. It shall contain:
- a) A statement regarding the disposition of each issue identified in the discrimination complaint and reason for the determination.
  - b) A copy of the mediation agreement, if the discrimination complaint was resolved by mediation.
  - c) A notice that the complainant has the right to file a complaint with the Iowa DOT, FHWA, USDOT or USDOJ within 30 calendar days after the Notice of Final Action, if she or he is dissatisfied with the final action on the discrimination complaint.

The LPA's Title VI coordinator shall provide the Iowa DOT's Title VI program coordinator with a copy of this decision, as well as a summary of findings upon completion of the investigation. Should deficiencies be noted in the implementation of these discrimination complaint procedures by the LPA, the Iowa DOT's Title VI program coordinator will work in conjunction with the LPA's Title VI coordinator to review the information and/or provide technical assistance in the discrimination complaint process, mediation process, and/or investigation.

10. **Corrective action:** If discrimination is found through the process of a complaint investigation, the respondent shall be requested to voluntarily comply with corrective action(s) or a conciliation agreement to correct the discrimination.
11. **Confidentiality:** LPA and Iowa DOT Title VI program coordinators are required to keep the following information confidential to the maximum extent possible, consistent with applicable law and fair determination of the discrimination complaint.
- a) The fact that the discrimination complaint has been filed.
  - b) The identity of the complainant(s).
  - c) The identity of individual respondents to the allegations.
  - d) The identity of any person(s) who furnished information relative to, or assisting in, a complaint investigation.
12. **Record keeping:** The LPA's Title VI coordinator shall maintain a log of complaints filed that alleged discrimination. The log must include:
- a) The name and address of the complainant.
  - b) Basis of discrimination complaint.
  - c) Description of complaint.
  - d) Date filed.
  - e) Disposition and date.
  - f) Any other pertinent information.

All records regarding discrimination complaints and actions taken on discrimination complaints must be maintained for a period of not less than three years from the final date of resolution of the complaint.

**V. Sanctions**

In the event the LPA fails or refuses to comply with the terms of this agreement, the Iowa DOT may take any or all of the following actions.

- a) Cancel, terminate or suspend this agreement in whole or in part.
- b) Refrain from extending any further assistance to the LPA under the program from which the failure or refusal occurred, until satisfactory assurance of future compliance has been received from the LPA.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the LPA.
- d) Refer the case to the USDOJ for appropriate legal proceedings.

**IOWA DEPARTMENT OF TRANSPORTATION**

Hardin County

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

BJ Hoffman, Chairperson  
\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Title VI Non-discrimination Policy Statement

The (Name of City/County) Hardin County, hereinafter referred to as the LPA, hereby assures that no person shall on the grounds of race, color, national origin, gender, age or disability, as provided by Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. The LPA further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, regardless of whether those programs and activities are federally funded.

It is the policy of the LPA to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e; Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655; 1973 Federal Aid Highway Act, 23 U.S.C. § 324; Title IX of the Education Amendments of 1972, Pub. L. No. 92-318, 86 Stat. 235; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq*; Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*; Title VIII of the Civil Rights Act 1968, 42 U.S.C. §§ 3601-3631; Exec. Order No. 12898, 59 Fed. Reg. 7629 (1994) (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations); and Exec. Order No. 13166, 65 Fed. Reg. 50121 (2000) (Improving Access to Services for Persons with Limited English Proficiency).

The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of federal-aid recipients, subrecipients and contractors/consultants, regardless of whether such programs and activities are federally assisted.

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, 87 Stat. 355, the LPA hereby gives assurance that no qualified disabled person shall, solely by reason of disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

The LPA also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. In addition, the LPA will take reasonable steps to provide meaningful access to services for persons with LEP. The LPA will, where necessary and appropriate, revise, update and incorporate nondiscrimination requirements into appropriate manuals, directives and regulations.

In the event the LPA distributes federal-aid funds to a second-tier subrecipient, the LPA will include Title VI language in all written agreements.

Joe Donald / Engineering Tech / Title VI Coordinator

The LPA's (Name of Person/Department), is responsible for initiating and monitoring Title VI activities, preparing reports and performing other responsibilities, as required by 23 C.F.R. § 200 and 49 C.F.R. § 21.

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Signature

BJ Hoffman, Chairperson, Hardin County

---

Printed Name and Title

---

Date

**MEDICAL EXAMINER INVESTIGATOR SERVICES AGREEMENT**

Hardin County, Iowa, (County) and, Thomas Craighton, (Medical Examiner Investigator) agree as follows:

1. County requires services of a licensed physician, having the qualifications enumerated in Section 331.801 of the Code of Iowa, to act as Medical Examiner.
2. County wishes to appoint Medical Examiner Investigators to assist the County Medical Examiner in meeting the requirements of the Iowa Code.
3. Thomas Craighton accepts a term of appointment as Medical Examiner Investigator through January 1, 2023.
4. County shall compensate Thomas Craighton \$275.00 per case for services as Medical Examiner Investigator. The Medical Examiner Investigator will submit billings to Hardin County Auditor for payment.
5. Expenses will be reimbursed for certain items based on approval of the Board of Supervisors, not to exceed \$50.00 per investigation, unless further authorized by the Board.
6. Medical Examiner Investigator shall assist the County Medical Examiner in determining cause and manner of death, completing written reports of findings, and submitting report to the State Medical Examiner and County Attorney for all deaths affecting the public interest.
7. The appointed Medical Examiner shall determine when the public interest requires an autopsy or other special investigation as provided by Section 331.802 of the Code of Iowa. The Medical Examiner Investigator shall furnish information to assist the Medical Examiner in making a determination.
8. Medical Examiner Investigators shall perform all duties in compliance with directives from the State Medical Examiner and County Medical Examiner.
9. Continuing Education: County shall pay the registration costs of continuing education courses. If the Medical Examiner Investigator terminates employment within one year after completion of the training, he/she will reimburse the County for 100% the registration fee of any such courses up to six months, and 50% of the registration fee from month 7 - 12.
10. County and Thomas Craighton agree that either party may terminate this agreement for cause by written notice, setting forth the basis for termination, delivered, or mailed, sixty days prior to the effective date of termination.

Dated this 3rd day of January, 2022.

Dated this \_\_\_day of \_\_\_\_\_, 2022.

**BOARD OF SUPERVISORS**

\_\_\_\_\_, Chair

\_\_\_\_\_  
Medical Examiner Investigator

\_\_\_\_\_, Member

\_\_\_\_\_, Member

**MEDICAL EXAMINER INVESTIGATOR SERVICES AGREEMENT**

Hardin County, Iowa, (County) and, Eric Eugenio, (Medical Examiner Investigator) agree as follows:

1. County requires services of a licensed physician, having the qualifications enumerated in Section 331.801 of the Code of Iowa, to act as Medical Examiner.

2. County wishes to appoint Medical Examiner Investigators to assist the County Medical Examiner in meeting the requirements of the Iowa Code.

3. Eric Eugenio accepts a term of appointment as Medical Examiner Investigator through January 1, 2023.

4. County shall compensate Eric Eugenio \$275.00 per case for services as Medical Examiner Investigator. The Medical Examiner Investigator will submit billings to Hardin County Auditor for payment.

5. Expenses will be reimbursed for certain items based on approval of the Board of Supervisors, not to exceed \$50.00 per investigation, unless further authorized by the Board.

6. Medical Examiner Investigator shall assist the County Medical Examiner in determining cause and manner of death, completing written reports of findings, and submitting report to the State Medical Examiner and County Attorney for all deaths affecting the public interest.

7. The appointed Medical Examiner shall determine when the public interest requires an autopsy or other special investigation as provided by Section 331.802 of the Code of Iowa. The Medical Examiner Investigator shall furnish information to assist the Medical Examiner in making a determination.

8. Medical Examiner Investigators shall perform all duties in compliance with directives from the State Medical Examiner and County Medical Examiner.

9. Continuing Education: County shall pay the registration costs of continuing education courses. If the Medical Examiner Investigator terminates employment within one year after completion of the training, he/she will reimburse the County for 100% the registration fee of any such courses up to six months, and 50% of the registration fee from month 7 - 12.

10. County and Eric Eugenio agree that either party may terminate this agreement for cause by written notice, setting forth the basis for termination, delivered, or mailed, sixty days prior to the effective date of termination.

Dated this 3rd day of January, 2022.

Dated this \_\_\_day of \_\_\_\_\_, 2022.

**BOARD OF SUPERVISORS**

\_\_\_\_\_, Chair

\_\_\_\_\_  
Medical Examiner Investigator

\_\_\_\_\_, Member

\_\_\_\_\_, Member



**MEDICAL EXAMINER INVESTIGATOR SERVICES AGREEMENT**

Hardin County, Iowa, (County) and, Marla Williams, (Medical Examiner Investigator) agree as follows:

1. County requires services of a licensed physician, having the qualifications enumerated in Section 331.801 of the Code of Iowa, to act as Medical Examiner.

2. County wishes to appoint Medical Examiner Investigators to assist the County Medical Examiner in meeting the requirements of the Iowa Code.

3. Marla Williams accepts a term of appointment as Medical Examiner Investigator through January 1, 2023.

4. County shall compensate Marla Williams \$275.00 per case for services as Medical Examiner Investigator. The Medical Examiner Investigator will submit billings to Hardin County Auditor for payment.

5. Expenses will be reimbursed for certain items based on approval of the Board of Supervisors, not to exceed \$50.00 per investigation, unless further authorized by the Board.

6. Medical Examiner Investigator shall assist the County Medical Examiner in determining cause and manner of death, completing written reports of findings, and submitting report to the State Medical Examiner and County Attorney for all deaths affecting the public interest.

7. The appointed Medical Examiner shall determine when the public interest requires an autopsy or other special investigation as provided by Section 331.802 of the Code of Iowa. The Medical Examiner Investigator shall furnish information to assist the Medical Examiner in making a determination.

8. Medical Examiner Investigators shall perform all duties in compliance with directives from the State Medical Examiner and County Medical Examiner.

9. Continuing Education: County shall pay the registration costs of continuing education courses. If the Medical Examiner Investigator terminates employment within one year after completion of the training, he/she will reimburse the County for 100% the registration fee of any such courses up to six months, and 50% of the registration fee from month 7 - 12.

10. County and Marla Williams agree that either party may terminate this agreement for cause by written notice, setting forth the basis for termination, delivered, or mailed, sixty days prior to the effective date of termination.

Dated this 3rd day of January, 2022.

Dated this \_\_\_day of \_\_\_\_\_, 2022.

**BOARD OF SUPERVISORS**

\_\_\_\_\_, Chair

\_\_\_\_\_  
Medical Examiner Investigator

\_\_\_\_\_, Member

\_\_\_\_\_, Member

RESOLUTION NO. 2022-01  
RESOLUTION NAMING DEPOSITORIES AS PER IOWA CODE SECTION 12C

BE IT RESOLVED, that the BOARD OF SUPERVISORS of HARDIN COUNTY, IOWA, approves the following list of financial institutions to be depositories of the HARDIN COUNTY funds in conformance with all applicable provisions of Iowa Code Chapter 12C.

The HARDIN COUNTY OFFICERS are hereby authorized to deposit the Hardin County funds in amounts not to exceed the maximum approved for each respective financial institution as set out below.

Depository Name	Location of Home Office	Maximum Balance in effect under prior Resolution	Maximum Balance in effect under this Resolution
<b>Treasurer</b>			
Hardin County Savings Bank	Eldora	20,000,000	20,000,000
Great Western Bank – Eldora	Marshalltown	15,000,000	15,000,000
Green Belt Bank & Trust	Iowa Falls	15,000,000	15,000,000
Iowa Falls State Bank	Iowa Falls	10,000,000	10,000,000
GNB Bank - Ackley	Grundy Center	10,000,000	10,000,000
Security State Bank	Hubbard	5,000,000	5,000,000
United Bank & Trust – Alden	Sheffield	5,000,000	5,000,000
Security State Bank	Radcliffe	5,000,000	5,000,000
GNB – Iowa Falls	Grundy Center	5,000,000	5,000,000
Green Belt Bank & Trust – Eldora	Iowa Falls	15,000,000	15,000,000
Wells Fargo Bank – (IPAIT)	Des Moines	15,000,000	15,000,000
Peoples Savings Bank - Cleves	Wellsburg	500,000	500,000
<b>Recorder</b>			
Hardin County Savings Bank	Eldora	500,000	500,000
<b>Sheriff</b>			
Great Western Bank – Eldora	Marshalltown	500,000	500,000
Hardin County Savings Bank – Commissary	Eldora	100,000	100,000
Inmate Commissary		100,000	100,000
Hardin County Savings Bank – Forfeiture	Eldora	100,000	100,000
Federal Forfeiture		100,000	100,000
Security State Bank - DARE	Hubbard	2,000	2,000
<b>Hardin County Public Employees Health Plan Trust</b>			
Hardin County Savings Bank	Eldora	500,000	1,000,000
Green Belt Bank & Trust	Iowa Falls	500,000	500,000
<b>Hardin County Flexible Benefits</b>			
Hardin County Savings Bank	Eldora	50,000	50,000

## Hardin County Investment Policy

### 1. Scope of Investment Policy

This investment policy applies to the operating funds, bond proceeds and other funds accounted for in the financial statements of Hardin County. Each investment made pursuant to this investment policy must be authorized by applicable law and this written investment policy.

This investment policy is intended to comply with Iowa Code chapters 12B and 12C.

Upon passage and upon future amendment, if any, copies of this investment policy shall be delivered to all the following:

1. The Hardin County Board of Supervisors, County Auditor, and County Attorney.
2. All depository institutions or fiduciaries for the public funds for Hardin County.
3. The auditor engaged to audit any fund of Hardin County.

### 2. Delegation of Authority

In accordance with section 12C.11, the responsibility for conducting investment transactions resides with the treasurer of Hardin County, except for those accounts held by the county auditor, county recorder, and county sheriff.

All contracts or agreements with outside persons investing public funds, advising on the investment of public funds, directing the deposit or investment of public funds or acting in a fiduciary capacity for Hardin County shall require the outside person to notify in writing the county treasurer within thirty days of receipt of all communication from the auditor of the outside person of any regulatory authority of the existence of a material weakness in internal control structure of the outside person or regulatory orders or sanctions regarding the type of services being provided to the county by the outside person.

The records of investment transactions made by or on behalf of Hardin County are public records and are the property of Hardin County, whether in the custody of the treasurer or in the custody of a fiduciary or other third party.

The treasurer shall establish procedures for the operation of the investment program, consistent with this investment policy.



### 3. Objectives of Investment Policy

The primary objectives, in the order of priority, of all investment activities involving the financial assets of Hardin County shall be the following:

1. Safety: safety and preservation of principal in the overall portfolio is the foremost investment objective.
2. Liquidity: maintaining the necessary liquidity to match expected liabilities is the second investment objective.
3. Return: obtaining a reasonable return is the third investment objective

### 4. Prudence

The Hardin County treasurer, when investing or depositing public funds, shall exercise the care, skill, prudence, and diligence under the circumstances then prevailing that a person acting in a like capacity and familiar with such matters would use to attain the investment objectives. This standard requires that when making investment decisions, the treasurer shall consider the role that the investment or deposit plays within the portfolio of assets of Hardin County and the investment objectives of this policy.

### 5. Instruments Eligible for Investment

Assets of Hardin County may be invested in the following:

1. Interest bearing savings accounts, interest bearing money market accounts and interest-bearing checking accounts at any bank, savings & loan association, or credit union within the county or in an adjoining county within the state. Each financial institution shall be properly declared as a depository by the governing body of Hardin County. Deposits in any financial institution shall not exceed the authorized balances approved by the governing body of Hardin County.
2. Obligations of the United States government, its agencies and Instrumentalities.
3. Certificates of deposit and other evidence of deposit at federally insured Iowa depository institutions approved and secured pursuant to Iowa Code chapter 12C.
4. Iowa Public Agency Investment Trust (IPAIT).

5. Warrants or improvement certificates of a levee or drainage district.

6. Prohibited Investments and Investment Practices

Assets of Hardin County shall not be invested in the following:

1. Reverse repurchase agreements.
2. Futures and options contracts.

Hardin County assets shall not be invested pursuant to the following investment practices.

1. Trading of securities for speculation or the realization of short-term trading gains.
2. Pursuant to a contract providing for the compensation of an agent or fiduciary based upon the performance of the invested assets.
3. If a fiduciary or other third party with custody of public investment transaction records of Hardin County fail to produce records when requested by the county within a reasonable time, the county shall make no new investment with or through the fiduciary or third party.

7. Investment Maturity Limitations (IA Code 12B.10A)

Operating funds must be identified and distinguished from all other funds available for investment. Operating funds are defined as those funds which are reasonably expected to be expended during a current budget year, or within fifteen months of receipt. Operating funds may only be invested in instruments authorized in section 5 of this investment policy that mature within three hundred ninety-seven (397) days. Maturities may be less than this to be consistent with the needs and use of Hardin County.

The treasurer may invest funds that are not operating funds in investments having maturities longer than three hundred and ninety-seven days as stated above.

8. Diversification

When possible, it is the policy of the county treasurer to diversify the investment portfolio. Assets shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of securities. In establishing specific diversification strategies, the following general policies and constraints shall apply.

1. Portfolio maturities shall be staggered in a way that avoids undue concentration of assets in a specific maturity sector. Maturities shall be selected which provide stability of income

and reasonable liquidity.

2. Liquidity practices to ensure that disbursement dates and payroll dates are covered through maturing investments of cash on hand.

9. Safekeeping and Custody

All invested assets of Hardin County involving the use of a public funds custodial agreement, as defined in section 12B.10C, shall comply with all rules adopted pursuant to Chapter 12B and 12C. All custodial agreements shall be in writing and shall contain a provision that all custodial services be provided in accordance with the laws of the state of Iowa.

All assets of Hardin County shall be secured through the use of a third-party custodial institution, held in safe keeping with the banking institution or held in the county treasurer's vault.

All purchases and sales of investments shall be on a delivery-versus-payment basis.

10. Investment Policy Review and Amendment

This investment policy shall be reviewed by the Board of Supervisors annually each fiscal year in January. Amendments may be made at any time with approval of the Board of Supervisors and the county treasurer. Notice of amendments to the investment policy shall be promptly given to all parties named in Section 1.

Adopted this 3rd day of January 2022.

\_\_\_\_\_  
\_\_\_\_\_, Chairman  
Hardin County Board of Supervisors

\_\_\_\_\_  
Machel Eichmeier,  
Hardin County Treasurer

\_\_\_\_\_  
\_\_\_\_\_  
Hardin County Board of Supervisor

\_\_\_\_\_  
\_\_\_\_\_  
Hardin County Board of Supervisor



**RESOLUTION #2022-02**  
**Hardin County Embargo Resolution**

WHEREAS: The Board of Supervisors is empowered under authority of Section 321.236(8), 321.255 and 321.471 to 321.473 of the Code of Iowa to prohibit the operation of vehicles upon Secondary Roads or to impose restrictions as to weight of vehicles to be operated upon said secondary roads, except farm tractors as defined in Section 321.1, Subsection 7, for a total period not to exceed ninety days in any one calendar year, whenever any said highway by reason of deterioration, rain, snow or other climatic conditions will be seriously damaged or destroyed unless the use of vehicles thereon is prohibited or the permissible weights thereof reduced, and

WHEREAS: Severe weather conditions have caused certain secondary roads to be incapable of bearing the customary traffic thereon without undue damages,

NOW, THEREFORE, BE IT RESOLVED by the Hardin County Board of Supervisors that the County Engineer be authorized to order any of the Secondary Roads closed to vehicles in excess of five (5) tons per axle, wherever he deems it necessary and for the period of time deemed expedient (not to exceed 90 days), by erecting signs in accordance with Section 321.472.

BE IT FURTHER RESOLVED that the County Engineer may grant permits of exemption upon a showing that there is a need to move to market farm produce of a type subject to rapid spoilage or loss of value or to move any farm feeds or fuel for home heating purposes.

**RESOLUTION FOR TEMPORARY ROAD CLOSURES**  
***Hardin County Resolution No. 2022-03***

**WHEREAS**, Section 306.41 of the Code of Iowa provides that:

“The agency having jurisdiction and control over any highway in the state, or the chief engineer of said agency when delegated by such agency, may temporarily close sections of a highway by formal resolution entered upon the minutes of such agency when reasonably necessary because of construction, reconstruction, maintenance or natural disaster and shall cause to be erected “road closed” signs and partial or total barricades in the roadway at each end of the closed highway section and on the closed highway where that highway is intersected by other highways if such intersection remains open. Any numbered road closed for over forty-eight hours shall have a designated detour route. The agency having jurisdiction over a section of highway closed in accordance with the provisions of this section, or the persons or contractors employed to carry out the construction, reconstruction, or maintenance of the closed section of highway, shall not be liable for any damages to any vehicle that enters the closed section of highway or the contents of such vehicle or for any injuries to any person that enters the closed section of highway, unless the damages are caused by gross negligence of the agency or contractor.

Nothing herein shall be construed to prohibit or deny any person from gaining lawful access to the person’s property or residence, nor shall it change or limit liability to such persons.”

**NOW, THEREFORE BE IT RESOLVED** by the Hardin County Board of Supervisors that the County Engineer is hereby authorized through December 31, 2022, to temporarily close Hardin County Secondary Roads as necessary and allowed by law with the actual dates of closure to be determined by the County Engineer as follows:

1. For Construction and Reconstruction: Any project as described in the approved County Secondary Road Construction Program and any approved supplements thereto.
2. For Emergency Closure for Maintenance and Natural Disaster Purposes: Any route deemed necessary by the County Engineer.



# 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 12/28/2021  
Date

Name: Gillian Gear  
Address: 29657 Co Hwy S-62  
Union \_\_\_\_\_ Iowa \_\_\_\_\_ 50258 \_\_\_\_\_  
City State Zip Code

Department: Sheriff  
Position: Communications Operator  
Salary/Hourly Rate: \$18.78

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: 10/11/2021 to 12/28/2021 Last Day of Work 12/26/2021  
From To (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