



**HARDIN COUNTY**  
**Board of Supervisors**

January 6, 2023

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

1. 9:00 A.M. Call To Order, EOC Training Room

Online: [HTTPS://US02WEB.ZOOM.US/J/88530378243](https://us02web.zoom.us/j/88530378243)

By Phone: 1-312-626-6799

Meeting ID: 885 3037 8243

2. Pledge Of Allegiance
3. Approval Of Agenda
4. Approval Of Minutes – 01/03/23

Documents:

[ORGANIZATIONAL MEETING MINUTES.PDF](#)

5. Approval Of Claims For Payment – 01/09/23

Documents:

[VENDOR PUBLICATION REPORT - 01.09.2023.PDF](#)

6. Midland Power Cooperative-Economic Development Project
7. Amendment Of The 2023 Holidays

Documents:

[AMENDMENT OF 2023 HOLIDAYS.PDF](#)

8. Consideration To Approve Iowa DOT Federal-Aid Agreement 1-22-HBP-037—City Bridge Funding With City Of Iowa Falls South Avenue Over The Iowa River

Documents:

[IOWA DOT 1-22-HBP-037 FED-AID AGREEMENT.PDF](#)

9. Consideration To Approve IT Department Credit Card Limit Increase
10. Consideration To Approve Treasurer's Deputy Appointments

Documents:

[DEPUTY APPOINTMENTS-TREASURER.PDF](#)

11. Consideration To Approve Recorder's Deputy Appointment

Documents:

[DEPUTY APPOINTMENT-RECORDER.PDF](#)

12. Change Of Status

Documents:

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

13. Consideration To Approve Auditor's Monthly Report-December

Documents:

[AUDITOR MONTHLY REPORT-DECEMBER.PDF](#)

14. Consideration To Approve Recorder's Monthly Report-December

Documents:

[RECORDER REPORT-DECEMBER.PDF](#)

15. Other Business

16. Public Comment

17. Adjournment/Recess

18. 9:30 A.M. Drainage, EOC Training Room

Online: [HTTPS://US02WEB.ZOOM.US/J/82075672007](https://us02web.zoom.us/j/82075672007)

By Phone: 1-312-626-6799

Meeting ID: 820 7567 2007

HARDIN COUNTY BOARD OF SUPERVISORS  
ORGANIZATIONAL MEETING  
MONDAY, JANUARY 3, 2023 - 9:00 A.M.  
EOC TRAINING ROOM

The 2023 Organizational Meeting of the Hardin County Board of Supervisors was called to order by County Auditor Jolene Pieters. Present: Supervisors BJ Hoffman, Lance Granzow, and Renee McClellan; and Thomas Craighton, Dave McDaniel, Taylor Roll, Dave Corcoran.

Attending via Zoom: Connie Mesch, Lori Kadner, JD Holmes, Machel Eichmeier, Deb Crosser, Cheryl Lawrence, Tifani Eisentrager, Wes Weise, Mark Buschkamp, Elaine Loring, and Julie Duhn.

The Pledge of Allegiance was recited.

The floor was opened for nominations for Chair of the Board for the calendar year 2023. It was moved by McClellan, seconded by Hoffman appointing Lance Granzow as the 2023 Chair, and that nomination cease. "Ayes" Granzow, McClellan, and Hoffman. "Nays" None. Motion carried.

It was then moved by Hoffman, seconded by Granzow appointing Renee McClellan as the 2023 Vice-Chair. "Ayes" Granzow, McClellan, and Hoffman. "Nays" None. Motion carried.

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

Hoffman moved, McClellan seconded to approve the minutes of December 28, 2022, as presented. Motion carried.

McClellan moved, Hoffman seconded to approve the claims for payment for January 3, 2023. Motion carried.

Hoffman moved, McClellan seconded that each member of the Board represent Hardin County on the following boards during 2023. Motion carried.

Emergency Management	McClellan
Emergency Management Alternate	Granzow
Hardin Co. Solid Waste Commission	Granzow
Hardin Co. Solid Waste Commission Alternate	Hoffman
Hardin County EMS Council	Hoffman
Hardin County EMS Council Alternate	McClellan
Iowa Workforce Board	Granzow
Mid-Iowa Community Action	McClellan
Mid-Iowa Community Action Alternate	Hoffman
Region Six Planning Commission	Granzow
Region Six Planning Commission Alternate	Hoffman
Second Judicial District Bd. of Directors	McClellan
Second Judicial District Alternate	Hoffman
Heartland Insurance Risk Pool Board	Granzow
Heartland Insurance Risk Pool Alternate	Jolene Pieters
Juvenile Detention Center Commission	Granzow
Juvenile Detention Center Alternate	McClellan
Northeast Iowa Response Group Board	Thomas Craighton
Northeast Iowa Response Group Bd. Alternate	BJ Hoffman & Lyle Jeske
Hardin County Firemen's Association	Hoffman
Hardin Co. Firemen's Assoc. Alternate	Granzow
E-911 Board Representative	McClellan
E-911 Board Alternate	Granzow
Board of Health	McClellan
Board of Health Alternate	Granzow
Decategorization Board	McClellan
Decategorization Board Alternate	Granzow
Senior Issues	Hoffman

Senior Issues Alternate	McClellan
Greenbelt Home Care	Hoffman
Greenbelt Home Care Alternate	Granzow
Central Iowa Community Services Board	Hoffman
Central Iowa Comm. Services Board Alternate	Granzow
Iowa River Trail - Hardin Commission	McClellan
Iowa River Trail - Hardin Commission Alternate	Granzow

McClellan moved, Hoffman seconded authorizing attendance by County employees to meetings set up by the Iowa State Association of Counties (ISAC) for the year 2023, and that expenses of those attending be paid by the County. The Courthouse shall remain open on the day(s) of the meetings. Motion carried.

Hoffman moved, McClellan seconded to close the Courthouse on the following days in 2023 for holidays. Motion carried.

Martin Luther King Jr. Day	Monday, January 16, 2023
Memorial Day	Monday, May 29, 2023
Independence Day	Tuesday, July 4, 2023
Labor Day	Monday, September 4, 2023
Veterans Day	Friday, November 10, 2023
Thanksgiving	Thurs. & Friday, November 23 & 24, 2023
Christmas	Fri. & Mon., December 22 & 25, 2023
New Year's Day	Tuesday, January 2, 2024

McClellan moved, Hoffman seconded to name the following newspapers as legal newspapers for Hardin County for 2023: Times-Citizen, Ackley World Journal, and Eldora Herald Ledger. Motion carried.

Hoffman moved, McClellan seconded to approve the appointment of Julie Jeske to the County Conservation Board. This is a five-year term commencing January 1, 2023.

McClellan moved, Hoffman seconded to approve the appointments of Kristin Hodges, Renee McClellan, and Amanda Winters to the County Board of Health. These are three-year terms commencing January 1, 2023. Motion carried.

Hoffman moved, McClellan seconded to approve the appointments of Breon Gardner, Kathy Hanzek, and Ruth Norem to the MH/DD Advisory Board. These are three-year terms commencing January 1, 2023. Motion carried.

McClellan moved, Hoffman seconded to approve the appointment of Katie Reifschneider and Stan Granzow to the Zoning Commission. This is a five-year term commencing January 1, 2023. Motion carried.

Hoffman moved, McClellan seconded to approve the appointment of Caleb Knutson to the Zoning Adjustment Board. Motion carried.

Hoffman moved, McClellan seconded to appoint the following individuals as members of the Hardin County Board of Condemnation for a term of one year commencing on January 1, 2023. Motion carried.

FARMERS

Everett Harms  
Steve Perry  
John Kix

\_\_\_\_\_  
\_\_\_\_\_

REAL ESTATE

Ed Bear  
Brad Fjelland  
Keta Reynolds  
Leon Herndon

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROPERTY OWNERS

Steve Mannerter  
Scott Earl Williams  
Chris Renihan  
Jeremiah Andrews

\_\_\_\_\_

BUSINESSPEOPLE

John Zoske  
Rosanne Primus  
Greg Salvo  
Brent Perry  
Russ Reynolds

\_\_\_\_\_  
\_\_\_\_\_

Hoffman stated that he had sent out a letter explaining all the rules and regulations that was currently appointed to the Condemnation Board with the upcoming potential pipeline projects for the public's interest if eminent domain is utilized in Hardin County. The Condemnation Board would be critical. He stated there are areas not filled and if someone is interested, please let the Auditor's Office know.

McClellan moved, Hoffman seconded to approve the appointments of Christine Birks and Edna Lyman to the Pioneer Cemetery Commission. These are three-year terms commencing January 1, 2023. Motion carried.

Hoffman moved, McClellan to approve the appointment of Paul Martin as Weed Commissioner. Motion carried.

McClellan moved, Hoffman seconded to approve the appointment of Chris Barber to the Prairie Rivers of Iowa Resource Conservation and Development Board. Motion carried.

McClellan moved, Hoffman seconded to approve the following the appointments of Barbara Jass, Clerk and Andy Jass, Township Trustee for Alden Township for a four-year term beginning January 2, 2023. Motion carried.

McClellan moved, Hoffman seconded to approve the appointments of Randy Kramer, Clerk and Darrell Freese, Township Trustee for Clay Township for a four-year term beginning January 2, 2023. Motion carried.

McClellan moved, Hoffman seconded to approve the appointments of Lisa Karns, Clerk and Dennis Neubauer, Township Trustee and Dillon Luhman to fill a vacancy as Township Trustee for Concord Township for a four-year term beginning January 2, 2023. Motion carried.

McClellan moved, Hoffman seconded to approve the appointments of Harris Haywood, Clerk and Steve Balvanz, Township Trustee for Eldora Township for a four-year term beginning January 2, 2023. Motion carried.

McClellan moved, Hoffman seconded to approve the appointments of Mike Broer, Clerk and Lynn Lee, Township Trustee for Ellis Township for a four-year term beginning January 2, 2023. Motion carried.

McClellan moved, Hoffman seconded to approve the appointments of Delbert Kreimeyer, Clerk and Barb Kreimeyer, Township Trustee for Etna Township for a four-year term beginning January 2, 2023. Motion carried.

McClellan moved, Hoffman seconded to approve the appointments of Marie Neubauer, Clerk and Steve Martin, Township Trustee for Grant Township for a four-year term beginning January 2, 2023. Motion carried.

McClellan moved, Hoffman seconded to approve the appointments of Vickie Swart, Clerk and Brandon Pieper, Township Trustee for Hardin Township for a four-year term beginning January 2, 2023. Motion carried.

McClellan moved, Hoffman seconded to approve the appointments of Katie Reifschneider, Clerk and Steve Carr, Township Trustee for Jackson Township for a four-year term beginning January 2, 2023. Motion carried.

McClellan moved, Hoffman seconded to approve the appointments of Amy Faris, Clerk and Roger Ziesman, Township Trustee and Austin Faris, Township Trustee to fill an unexpired term for Pleasant Township for a four-year term beginning January 2, 2023. Motion carried.

McClellan moved, Hoffman seconded to approve the appointments of Ali Steiner, Clerk and Steven Perry, Township Trustee for Providence Township for a four-year term beginning January 2, 2023. Motion carried.

McClellan moved, Hoffman seconded to approve the appointments of Rose Topp, Clerk and Jeff Drake, Township Trustee for Sherman Township for a four-year term beginning January 2, 2023. Motion carried.

McClellan moved, Hoffman seconded to approve the appointments of Donylle Houston, Clerk and Jeff Cook, Township Trustee for Tipton Township for a four-year term beginning January 2, 2023. Motion carried.

McClellan moved, Hoffman seconded to approve the appointments of Janet Johnson, Clerk and John E. Johnson, Township Trustee for Union Township for a four-year term beginning January 2, 2023. Motion carried.

Hoffman moved, McClellan seconded setting Mondays at 9:00 a.m. for the 2023 Board of Supervisors regular meetings and any Board of Supervisors meeting that falls on a holiday will be cancelled for that week. Motion carried.

Hoffman moved, McClellan seconded to approve the Medical Examiner Agreement with Dr. Curtis O’Loughlin effective January 1, 2023 through December 31, 2023. Motion carried.

Hoffman moved, McClellan seconded to approve the Medical Examiner Investigator Services Agreements with Marla Williams, Eric Eugenio, and Thomas Craighton effective January 1, 2023 through January 1, 2024, at \$325.00/case. Motion carried.

McClellan moved, Hoffman seconded to approve the 2023 Investment Policy. Motion carried.

Treasurer Eichmeier stated that there was a correction made on Resolution No. 2023-01 to the maximum balance in effect for the Hardin County Public Employees Health Plan Trust since the packet was published on the website for the agenda.

Hoffman moved, McClellan seconded that Resolution No. 2023-01, Resolution Naming Depositories as Per Iowa Code Section 12C, be adopted. Roll Call Vote: “Ayes” Granzow, McClellan, and Hoffman. “Nays” None. Motion carried. Resolution No. 2023-01 is hereby adopted as follows:

**RESOLUTION NO. 2023-01  
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.

<b>Depository Name</b>	<b>Location of Home Office</b>	<b>Maximum Balance in effect under prior Resolution</b>	<b>Maximum Balance in effect under this Resolution</b>
<b>Treasurer</b>			
Hardin County Savings Bank	Eldora	20,000,000	20,000,000
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
US Bank – (IPAIT)	Des Moines	15,000,000	15,000,000
Peoples Savings Bank - Cleves	Wellsburg	500,000	5,000,000
<b>Recorder</b>			
Hardin County Savings Bank	Eldora	500,000	500,000
<b>Sheriff</b>			
Hardin County Savings Bank	Eldora	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	1,000,000	3,000,000
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

Whereupon the Chair of the Board of Supervisors declared said Resolution duly passed and adopted this 3rd day of January 2023.

/s/ Lance Granzow

Chair, Hardin County Board of Supervisors

CERTIFICATION. I hereby certify that the foregoing is a true and correct copy of a resolution of the HARDIN COUNTY BOARD OF SUPERVISORS adopted at a meeting of said public body, duly called and held on the 3rd day of January 2023, a quorum being present, as said resolution remains of record in the minutes of said meeting, and it is now in full force and effect.

Dated this 3rd day of January 2023.

/s/ Jolene Pieters

Jolene Pieters

Hardin County Auditor

McClellan moved, Hoffman seconded to approve the Investment Policy. Motion carries.

Hoffman moved, McClellan seconded that the following Resolution No. 2023-02, Embargo Resolution be adopted. Roll Call Vote: “Ayes” Granzow, McClellan, and Hoffman. “Nays” None. Resolution No. 2023-02 is hereby adopted as follows:

#### **RESOLUTION 2023-02**

#### **Hardin County Embargo Resolution**

WHEREAS, the Hardin County 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 (90) 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 the engineer deems it necessary and for the period of time deemed expedient (not to exceed ninety (90) days), by erecting signs in accordance with Section 321.472 of the Code of Iowa.

BE IT FURTHER RESOLVED that the County Engineer may grant permits of exemption upon a showing that there is a need to move 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.

Signed this 3<sup>rd</sup> day of January 2023.

/s/ Lance Granzow

Chair, Hardin County Board of Supervisors

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

McClellan moved, Hoffman seconded that the following Resolution No. 2023-03, Resolution for Temporary Road Closures, be adopted. Roll Call Vote: “Ayes” Granzow, McClellan, and Hoffman. “Nays” None. Resolution No. 2023-03 is hereby adopted as follows:

**RESOLUTION 2023-03**

**Temporary Road Closures in Hardin County**

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 (48) 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, 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, 2023 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 projected as described in the approved Hardin 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.

Signed this 3<sup>rd</sup> day of January, 2023.

/s/ Lance Granzow  
Chair, Hardin County Board of Supervisors

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



Hoffman moved, McClellan seconded that the following Resolution No. 2023-04, Construction Evaluation Resolution, be adopted. Roll Call Vote: “Ayes” Granzow, McClellan, and Hoffman. “Nays” None. Resolution No. 2023-04 is hereby adopted as follows:

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

RESOLUTION #2023-04

CONSTRUCTION EVALUATION RESOLUTION

WHEREAS, Iowa Code section 459.304(3) sets out the procedure if a board of supervisors wishes to adopt or re-adopt a “construction evaluation resolution” relating to the construction of a confinement feeding operation structure; and

WHEREAS, only counties that have adopted or re-adopted a construction evaluation resolution can submit to the Department of Natural Resources (DNR) an adopted recommendation to approve or disapprove a construction permit application regarding a proposed confinement feeding operation structure; and

WHEREAS, only counties that have adopted or re-adopted a construction evaluation resolution and submitted an adopted recommendation may contest the DNR’s decision regarding a specific application; and

WHEREAS, by adopting or re-adopting a construction evaluation resolution the board of supervisors agrees to evaluate every construction permit application for a proposed confinement feeding operation structure received by the board of supervisors between January 3, 2023 and January 02, 2024 and submit an adopted recommendation regarding that application to the DNR; and

WHEREAS, the board of supervisors must conduct an evaluation of every construction permit application using the master matrix created in Iowa Code section 459.305, but the board’s recommendation to the DNR may be based on the final score on the master matrix or may be based on reasons other than the final score on the master matrix as provided by law;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HARDIN COUNTY that the Board of Supervisors hereby adopts this construction evaluation resolution pursuant to Iowa Code section 459.304(3). The Hardin County Auditor shall before January 31, 2023, provide a copy of this resolution to the Iowa Department of Natural Resources, Wallace State Office Bldg, 502 East 9th Street, 4th Floor, Des Moines, Iowa 50319-0034.

/s/ Lance Granzow  
Chair, Board of Supervisors  
Date: 01/03/23

ATTEST: /s/ Jolene Pieters  
Jolene Pieters  
Hardin County Auditor  
Date: 01/03/23

McClellan moved, Hoffman seconded to approve the Title VI Non-Discrimination Agreement 2023. Motion carried.

Hoffman moved, McClellan seconded to approve the change of rates for Township Trustees and Clerks to \$25.00/meeting for the Trustees and \$25.00/hr. for the clerk. Motion carried.

Hoffman moved, McClellan seconded to approve the Change of Status for Secondary Roads for the hiring of Blake Forgy as Motor Grader Operator. Granzow abstained. Motion carried.

McClellan moved, Hoffman seconded to approve the Sheriff Department Report for December. Motion carried.

Other Business: None

Granzow asked if there was any public comment and opened public comment up to anyone in the room. Granzow stated that he would probably continue to do that throughout the year.

No public comments.

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

Meeting was adjourned at 9:27 a.m.



Hardin County

# Vendor Publication Report

Payment Date Range: 01/09/2023 - 01/09/2023

Vendor Name	Vendor Number	Total Payments
Ackley Public Library	648V	776.73
Airgas North Central	633V	559.65
Alden Public Library	649V	1,555.70
Alliant Energy	4253V	1,406.52
Beth Shanks	2649V	175.00
Campbell Supply Co	620V	1,002.40
Casey's General Store-IFalls	100007	200.00
Center Associates	883V	115.00
City of Alden	512V	40.34
City of Eldora	510V	4,312.47
City of Iowa Falls	509V	1,555.70
City of Radcliffe	517V	65.80
Counsel	63896V	20.40
Culligan - IA Falls	100455	479.95
Eric Eugenio	100207	326.25
Galls Incorporated	1389V	17.16
GATR Truck Center	100679	3,908.41
GEGRB/AMAZON	2403V	71.97
Government Forms and Supplies	2378V	728.50
Greenbelt Home Care	61807V	8,416.66
Hansen Family Hospital	542V	30.00
Hardin County Agriculture Society	545V	2,500.00
Hardin County Sheriff	1452V	9,191.65
Hubbard Public Library	651V	1,555.70
Interstate Batteries	880V	554.80
Iowa Department of Transportation	1007V	50.00
ISAC	920V	420.00
Janetta L. Miller-Buck	101053	65.63
Kit Paper	100328	174.99
Knight Sanitation	993V	37.00
Mail Services LLC	63827V	612.22
McDowell & Sons Contractors, Inc.	62529V	330.00
McKesson Medical Surgical	2735V	732.28
Midwest Liquid System Inc	4357V	1,214.09
Mitchell P Mosch	100326	150.00
Murphy Tractor & Equipment Co., Inc	2286V	190.50
NAPA Auto Parts	4290V	506.39
Northeast Iowa Response Group	6224V	2,281.50
O'Reilly Auto Parts Inc	62373V	16.99
Phoenix Supply	101227	79.34
R Comm LLC	63277V	2,853.25
Radcliffe Public Library	653V	1,555.70
Radcliffe Telephone Co	4207V	313.57
Reliable1	1102V	221.06
Schneider Geospatial LLC	100763	1,080.00
Steamboat Rock Library	654V	1,555.70
Storey Kenworthy	61798V	31.47
Truck Center Companies East LLC	100823	187.97
U.S. Cellular	62000V	523.79
Union Auto Inc.	1523V	439.91
Union Public Library	655V	1,555.70
Verizon Wireless	63648V	2,663.30
Verlyn Mensing	100703	480.00
VISA	150V	3,655.63
Windstream Communications / CABS	62349V	212.89

## Vendor Publication Report

Payment Date Range: 01/09/2023 - 01/09/2023

Vendor Name	Vendor Number	Total Payments
Yulisa Garibay	100887	220.00

Grand Total: 63,977.63

Martin Luther King Jr. Day	Monday, January 16, 2023
Memorial Day	Monday, May 29, 2023
Independence Day	Tuesday, July 4, 2023
Labor Day	Monday, September 4, 2023
Veterans Day	Friday, November 10, 2023
Thanksgiving	Thurs. & Friday, November 23 & 24, 2023
Christmas	Fri. & Mon., December 22 & 25, 2023
New Year's Day	Mon, January 1, 2024

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

RECIPIENT: City of

Project No: BRS-3720(616)--60-42

Iowa DOT Agreement No: 1-22-HBP-037

CFDA No. and Title: 20.205 Highway Planning and Construction

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

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

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

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

<b>Funding Source</b>	<b>Agreement No.</b>	<b>Project No.</b>	<b>Full Execution Date</b>
City Bridge HBP	This agreement	BRS-3720(616)--60-42	This agreement
County HBP	This agreement	BRS-3720(616)--60-42	This agreement

Under this agreement, the parties further agree as follows:

1. The COUNTY shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Christy VanBuskirk, and the Central Region Local Systems Field Engineer, Brian J. Catus. The RECIPIENT's contact person shall be the City Manager, Jody Anderson and Hardin County Engineer, Taylor Roll.
3. The COUNTY shall be responsible for the development and completion of the following bridge project:
  - A. FHWA Structure Number: 176590
  - B. Location: South Avenue over Iowa River
  - C. Preliminary Estimated Total Eligible Construction Costs: \$1,800,000
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the DEPARTMENT. Eligible project costs include only costs associated with actual construction costs within the eligible project construction limits.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses, are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.

6. The COUNTY shall receive reimbursement for costs of authorized and approved eligible construction project activities from City Bridge Program funds. The portion of the eligible construction project costs reimbursed by City Bridge Program funds shall be limited to a maximum of 100% of eligible costs or \$1,500,000, whichever is less. Reimbursed costs will be limited to funding made available for cities through the City Bridge Program outlined in 761 Iowa Administrative Code, Chapter 161 and Local Systems Instructional Memorandum ([I.M.](#)) [1.100](#) in place at the time of this agreement being fully executed.
7. The COUNTY shall conduct project development and implementation in compliance with applicable laws, ordinances, and administrative rules. For projects which also include Farm-to-Market funds, the RECIPIENT shall follow all administrative and contracting procedures required for Farm-to-Market projects.
8. The COUNTY and/or CITY shall pay for all project costs not reimbursed with City Bridge Program funds in a manner as mutually agreed upon. The COUNTY and CITY shall also provide the DEPARTMENT with a copy of their cost sharing agreement.
9. The COUNTY and/or CITY shall pay for all project costs not reimbursed with City Bridge Program funds as follows: County will administer this project from their Farm-to-Market account and the City will reimburse them.
10. The COUNTY shall let the project for bids through the DEPARTMENT.
11. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
12. It is the intent of both (all) parties that no third-party beneficiaries be created by this agreement.
13. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the DEPARTMENT.
14. The project shall be let to contract within 3 years of the date this agreement is signed by the DEPARTMENT. If not, the RECIPIENT may be in default, for which the DEPARTMENT may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the RECIPIENT at least 30 days prior to the 3-year deadline.
15. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

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

RECIPIENT: City of Iowa Falls

By \_\_\_\_\_ Date \_\_\_\_\_, \_\_\_\_\_

Title \_\_\_\_\_

I, \_\_\_\_\_, certify that I am the Clerk of the City, and that \_\_\_\_\_,

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_, \_\_\_\_\_

City Clerk of Iowa Falls, Iowa

RECIPIENT: Hardin County

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

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
County Auditor

\_\_\_\_\_  
Chair, Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION  
Highway Administration

By \_\_\_\_\_

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

Date \_\_\_\_\_, \_\_\_\_\_



## EXHIBIT 1

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

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

#### 1. General Requirements.

- a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: [https://www.iowadot.gov/local\\_systems/publications/im/lpa\\_ims.htm](https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm). The RECIPIENT shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the RECIPIENT shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The RECIPIENT agrees to comply with the requirements outlined in [I.M. 1.070](#), Title VI and Nondiscrimination Requirements, which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.
- c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in [I.M. 1.080](#), ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the Iowa DOT Design Manual.
- d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the RECIPIENT will pay initial project costs and request reimbursement from the DEPARTMENT, the RECIPIENT shall report this project on its SEFA. If the DEPARTMENT will pay initial project costs and then credit those accounts from which initial costs were paid, the DEPARTMENT will report this project on its SEFA. In this case, the RECIPIENT shall not report this project on its SEFA.
- f. The RECIPIENT shall supply the DEPARTMENT with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The RECIPIENT shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
  - i. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
  - ii. The RECIPIENT shall comply with the requirements of [I.M. 5.010](#), DBE Guidelines.

- iii. The DEPARTMENT's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

## **2. Programming.**

- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at [usaspending.gov](http://usaspending.gov).
- c. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in I.M. 1.200, Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

## **3. Design and Consultant Services**

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

## **4. Environmental Requirements and other Agreements or Permits.**

- a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in [I.M. 3.020](#), Concept Statement Instructions; [4.020](#), NEPA Process; [4.110](#) Threatened and Endangered Species; and [4.120](#), Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. [4.170](#), Farmland Protection Policy Act.

- c. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa DEPARTMENT of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the procedures in I.M. [4.130](#), 404 Permit Process; [4.140](#), Storm Water Permits; [4.150](#) Iowa DNR Floodplain Permits and Regulations; [4.190](#), Highway Improvements in the Vicinity of Airports or Heliports; and [4.160](#), Asbestos Inspection, Removal, and Notification Requirements.
- d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed \$100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

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

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

## 6. Contract Procurement.

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

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the DEPARTMENT, the RECIPIENT shall be responsible for the following:
  - i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and approval in accordance with [I.M. 3.700](#), Check and Final Plans and [I.M. 3.500](#), Bridge or Culvert Plans, as applicable.
  - ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.
  - iii. Follow the procedures in [I.M. 5.030](#), Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, and execute the contract documents in Doc Express.

- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in [I.M. 5.120](#), Local Letting Process- Federal-aid.
- d. The RECIPIENT shall forward a completed Project Development Certification (Form 730002) to the DEPARTMENT in accordance with [I.M. 5.050](#), Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.
- e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract award.

## 7. Construction.

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

## 8. Reimbursements.

- a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. Reimbursement claims shall be submitted on forms identified by the Department along with all required supporting documentation. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been

overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.

- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:
  - i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
  - ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

## 9. Project Close-out.

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



# CERTIFICATE OF APPOINTMENT OF DEPUTY OR ASSISTANT

STATE OF IOWA, HARDIN COUNTY

I, Machel Eichmeier, Treasurer of Hardin County, Iowa, do hereby constitute and appoint Deanna Vaux as Deputy for a period of four years, from January 1, 2023 to December 31, 2026 and do hereby authorize and empower him/her to do and perform in my name as such County Deputy all acts and things that may lawfully be done by him/her as such Deputy Treasurer.

This commission expires December 31, 2026, unless sooner revoked, or when said Deputy/Assistant ceases to perform above named duties.

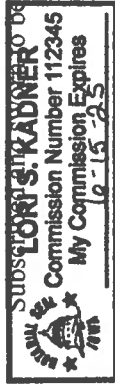
Given under my hand this 3rd day of January, A.D. 2023. Machel Eichmeier Treasurer of Hardin County

STATE OF IOWA, HARDIN COUNTY, ss.

I, Deanna Vaux, having been appointed a Deputy of Hardin County, under Machel Eichmeier, County Treasurer of said County, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully discharge the duties of Deputy Treasurer according to the best of my ability, so help me, God.

Deanna Vaux

Subscribed to before me, this 3 day of January, A.D. 2023. Lori S. Kadner My Commission Expires 10-15-25



Above appointment approved by the Board of Supervisors of Hardin County, this \_\_\_\_\_ day of \_\_\_\_\_, by Resolution, Minute

Book \_\_\_\_\_, Board Chairman

# REVOCATION OF APPOINTMENT

STATE OF IOWA, HARDIN COUNTY, ss.

I, \_\_\_\_\_, County \_\_\_\_\_ of above named County, who made the  
within appointment of \_\_\_\_\_, as \_\_\_\_\_, hereby revoke and cancel said appointment  
\_\_\_\_\_ . This revocation shall be effective on and after \_\_\_\_\_ .

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ .

\_\_\_\_\_  
\_\_\_\_\_

## 331.903 Appointment of deputies, assistants and clerks.

1. The auditor, treasurer, recorder, sheriff, and county attorney may each appoint, with approval of the board, one or more deputies, assistants, or clerks for whose acts the principal officer is responsible. The number of deputies, assistants, and clerks for each office shall be determined by the board and the number and approval of each appointment shall be adopted by a resolution recorded in the minutes of the board.
2. When an appointment has been approved by the board, the principal officer making the appointment shall issue a written certificate of appointment which shall be filed and kept in the office of the auditor. A certificate of appointment may be revoked in writing by the principal officer making the appointment, which revocation shall also be filed and kept in the office of the auditor.

# CERTIFICATE OF APPOINTMENT OF DEPUTY OR ASSISTANT



STATE OF IOWA, HARDIN COUNTY

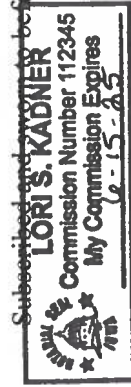
I, Machel Eichmeier, Treasurer of Hardin County, Iowa, do hereby constitute and appoint  
Jessica Ann Wright as Deputy for a period of 4 years, from January 1, 2023  
to December 31, 2026 and do hereby authorize and empower him/her to do and perform in my name as such County Deputy  
all acts and things that may lawfully be done by him/her as such Tax Deputy.

This commission expires December 31, 2026, unless sooner revoked, or when said Deputy/Assistant ceases to perform above named duties.

Given under my hand this 3rd day of January, A.D. 2023.  
Machel Eichmeier  
Treasurer of Hardin County

STATE OF IOWA, HARDIN COUNTY, ss.

I, Jessica Ann Wright, having been appointed a Deputy of Hardin County, under  
Machel Eichmeier, County Treasurer of said County, do solemnly swear that I will support the  
Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully discharge the duties of Tax Deputy  
according to the best of my ability, so help me, God.



Subscribed and sworn to before me, this 3 day of January, A.D. 2023.  
Jessica Ann Wright  
Above appointment approved by the Board of Supervisors of Hardin County, this        day of       ,        by Resolution, Minute  
Book       

      , Board Chairman



# REVOCACTION OF APPOINTMENT

STATE OF IOWA, HARDIN COUNTY, ss.

I, \_\_\_\_\_, County \_\_\_\_\_ of above named County, who made the  
within appointment of \_\_\_\_\_, as \_\_\_\_\_, hereby revoke and cancel said appointment  
\_\_\_\_\_ This revocation shall be effective on and after \_\_\_\_\_.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_

331.903 Appointment of deputies, assistants and clerks.

1. The auditor, treasurer, recorder, sheriff, and county attorney may each appoint, with approval of the board, one or more deputies, assistants, or clerks for whose acts the principal officer is responsible. The number of deputies, assistants, and clerks for each office shall be determined by the board and the number and approval of each appointment shall be adopted by a resolution recorded in the minutes of the board.
2. When an appointment has been approved by the board, the principal officer making the appointment shall issue a written certificate of appointment which shall be filed and kept in the office of the auditor. A certificate of appointment may be revoked in writing by the principal officer making the appointment, which revocation shall also be filed and kept in the office of the auditor.

# CERTIFICATE OF APPOINTMENT OF DEPUTY OR ASSISTANT

STATE OF IOWA, HARDIN COUNTY



I, Machel Eichmeier, Treasurer of Hardin County, Iowa, do hereby constitute and appoint Sherry Lee Simons as Deputy for a period of 4 years, from January 1, 2023 to December 31, 2026 and do hereby authorize and empower him/her to do and perform in my name as such County Deputy all acts and things that may lawfully be done by him/her as such Driver's License Deputy.

This commission expires December 31, 2026, unless sooner revoked, or when said Deputy/Assistant ceases to perform above named duties.

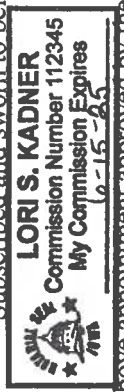
Given under my hand this 3rd day of January, A.D. 2023.  
Machel Eichmeier  
Treasurer of Hardin County

STATE OF IOWA, HARDIN COUNTY, ss.

I, Sherry Lee Simons, having been appointed a Deputy of Hardin County, under Machel Eichmeier, County Treasurer of said County, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully discharge the duties of Driver's License Deputy according to the best of my ability, so help me, God.

Sherry Simons

Subscribed and sworn to before me, this 3 day of January, A.D. 2023.  
Lori S. Kadner  
Above appointment approved by the Board of Supervisors of Hardin County, this          day of         ,          by Resolution, Minute Book         .



        , Board Chairman

# REVOCACTION OF APPOINTMENT

STATE OF IOWA, HARDIN COUNTY, ss.

I, \_\_\_\_\_, County \_\_\_\_\_ of above named County, who made the  
within appointment of \_\_\_\_\_, as \_\_\_\_\_, hereby revoke and cancel said appointment  
\_\_\_\_\_ . This revocation shall be effective on and after \_\_\_\_\_.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

331.903 Appointment of deputies, assistants and clerks.

1. The auditor, treasurer, recorder, sheriff, and county attorney may each appoint, with approval of the board, one or more deputies, assistants, or clerks for whose acts the principal officer is responsible. The number of deputies, assistants, and clerks for each office shall be determined by the board and the number and approval of each appointment shall be adopted by a resolution recorded in the minutes of the board.
2. When an appointment has been approved by the board, the principal officer making the appointment shall issue a written certificate of appointment which shall be filed and kept in the office of the auditor. A certificate of appointment may be revoked in writing by the principal officer making the appointment, which revocation shall also be filed and kept in the office of the auditor.



# CERTIFICATE OF APPOINTMENT OF DEPUTY OR ASSISTANT

STATE OF IOWA, HARDIN COUNTY

I, Lori S Kadner, Recorder of Hardin County, Iowa, do hereby constitute and appoint Cheryl Lawrence as Deputy Recorder for a period of 4 years, from January 1, 2023 to December 31, 2026 and do hereby authorize and empower him/her to do and perform in my name as such County Recorder all acts and things that may lawfully be done by him/her as such Deputy Recorder.

This commission expires December 31, 2026, unless sooner revoked, or when said Deputy/Assistant ceases to perform above named duties.

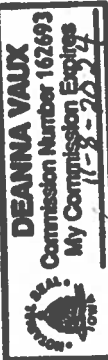
Given under my hand this 3rd day of January, A.D. 2023  
Lori S Kadner  
Recorder of Hardin County

STATE OF IOWA, HARDIN COUNTY, ss.

I, Cheryl Lawrence, having been appointed a Deputy Recorder of Hardin County, under Lori S Kadner, County Recorder of said County, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully discharge the duties of Deputy Recorder according to the best of my ability, so help me, God.

Cheryl A Lawrence

Subscribed and sworn to before me, this 3rd day of January, A.D. 2023  
Deanna Vaux



Above appointment approved by the Board of Supervisors of Hardin County, this 3 day of January, 2023 by Resolution, Minute

Book \_\_\_\_\_, Board Chairman \_\_\_\_\_

## REVOCACTION OF APPOINTMENT

STATE OF IOWA, HARDIN COUNTY, ss.

I, \_\_\_\_\_, County \_\_\_\_\_ of above named County, who made the  
within appointment of \_\_\_\_\_, hereby revoke and cancel said appointment  
\_\_\_\_\_ This revocation shall be effective on and after \_\_\_\_\_.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_

### 331.903 Appointment of deputies, assistants and clerks.

1. The auditor, treasurer, recorder, sheriff, and county attorney may each appoint, with approval of the board, one or more deputies, assistants, or clerks for whose acts the principal officer is responsible. The number of deputies, assistants, and clerks for each office shall be determined by the board and the number and approval of each appointment shall be adopted by a resolution recorded in the minutes of the board.
2. When an appointment has been approved by the board, the principal officer making the appointment shall issue a written certificate of appointment which shall be filed and kept in the office of the auditor. A certificate of appointment may be revoked in writing by the principal officer making the appointment, which revocation shall also be filed and kept in the office of the auditor.



# 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 1-09-2023  
Date

Name: Laura Carr

Department: Conservation

Address: 329 Jason Ave.

Position: Office Assistant

Iowa Falls                      Iowa                      50126  
City                                      State                                      Zip Code

Salary/Hourly Rate: \$15/Hr

Fund: 0001-22-6100-000-10100

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

Reason of Change:

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

Other: Laura has taken on more responsibility in the office and that is my justification for the .50 pay increase.

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: Wesley Wiese  
Elected Official or Department Head

1-9-2023  
Date

Authorized by: \_\_\_\_\_  
Board of Supervisors

\_\_\_\_\_  
Date

## 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 12.01.2022 through 12.31.2022 and the same has been paid to the County Treasurer:

	No. Doc.	Fees collected
4150 Passport fees	19	\$665.00
4150 Photo fees	25	\$375.00
	Total	\$1,040.00

All of which is respectfully submitted.

  
\_\_\_\_\_  
Jolene Pieters  
Hardin County Auditor

01.03.2023  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairperson, Board of Supervisors

\_\_\_\_\_  
Date





# Recorder's Monthly Report to the Treasurer

12/01/2022 to 12/31/2022

## Liability

Account Number	Description	Net
0001-1-07-8000-400000-2	Use Tax-DOR	(\$1,707.24)
0001-1-07-8000-400000-3	State Sales Tax-DOR	(\$3,000.00)
0001-1-07-8000-400000-4	Local Option Tax-DOR	(\$160.00)
0001-1-07-8000-401000-1	Snowmobile Registration Fees-State	(\$1,292.00)
0001-1-07-8000-401001	Snowmobile Titles - State	(\$123.50)
0001-1-07-8000-401002	Snowmobile Liens - State	(\$13.00)
0001-1-07-8000-402000	RVVRS Boat Registration Fees - State	(\$136.10)
0001-1-07-8000-402001-1	RVVRS Boat Titles - State	(\$1.50)
0001-1-07-8000-402001-2	RVVRS Boat Titles - DOR	(\$5.00)
0001-1-07-8000-403000-1	Hunting & Fishing Fees-State	(\$2,574.00)
0001-1-07-8000-404000-2	Real Estate Transfer Tax-State	(\$9,561.96)
0001-1-07-8000-406000-1	Vitals Certified Copies-State	(\$715.00)
0001-1-07-8000-407000-1	ATV Registration Fees-State	(\$1,275.00)
0001-1-07-8000-407000-2	ATV Titles-State	(\$117.00)
0001-1-07-8000-407000-3	ATV Liens-State	(\$32.50)
0001-1-07-8000-413001-1	Marriage License-State	(\$93.00)
<b>Total</b>		<b>(\$20,806.80)</b>

## Revenue

Account Number	Description	Net
0001-1-07-8000-400000	Recording of Instruments	(\$4,450.00)
0001-1-07-8000-400000-1	Over Payment	(\$1.25)
0001-1-07-8000-401000	Snowmobile Writing Fees (\$5.00)-County	(\$105.00)
0001-1-07-8000-402001	RVVRS Boat Titles - County	(\$5.00)
0001-1-07-8000-403000	Hunting & Fishing Fees-County	(\$109.25)
0001-1-07-8000-404000	Real Estate Transfer Tax-County	(\$1,993.24)
0001-1-07-8000-406000	Vitals Certified Copies-County	(\$260.00)
0001-1-07-8000-407000	ATV Writing Fees(\$5.00)-County	(\$115.00)
0001-1-07-8000-408000	RVVRS Writing Fees - County	(\$178.75)
0001-1-07-8000-410000	Auditor's Transfer Fees - \$5.00	(\$400.00)
0001-1-07-8000-413001	Marriage License-County	(\$12.00)
0001-1-07-8000-550000	Photocopy/Fax Fees	(\$121.75)
0024-1-07-0000-414000	Document Management Fees	(\$205.00)
5410-1-07-0000-416000	Electronic Transaction Fees	(\$205.00)
<b>Total</b>		<b>(\$8,161.24)</b>
<b>Grand Total</b>		<b>(\$28,968.04)</b>

# Recorder's Monthly Report to the Treasurer

12/01/2022 to 12/31/2022

## Range Summary

Range	Account	Net
<b>Department of Revenue</b>		
	0001-1-07-8000-400000-4 Local Option Tax-DOR	(\$160.00)
	0001-1-07-8000-400000-3 State Sales Tax-DOR	(\$3,000.00)
	0001-1-07-8000-400000-2 Use Tax-DOR	(\$1,707.24)
	0001-1-07-8000-402001-2 RVVRS Boat Titles - DOR	(\$5.00)
	0001-1-07-8000-404000-2 Real Estate Transfer Tax-State	(\$9,561.96)
<b>Department of Revenue</b>		<b>(\$14,434.20)</b>
<b>Hunting and Fishing</b>		
	0001-1-07-8000-403000 Hunting & Fishing Fees-County	(\$109.25)
	0001-1-07-8000-403000-1 Hunting & Fishing Fees-State	(\$2,574.00)
<b>Hunting and Fishing</b>		<b>(\$2,683.25)</b>
<b>Marriage Application</b>		
	0001-1-07-8000-413001-1 Marriage License-State	(\$93.00)
	0001-1-07-8000-413001 Marriage License-County	(\$12.00)
<b>Marriage Application</b>		<b>(\$105.00)</b>
<b>RVVRS County</b>		
	0001-1-07-8000-408000 RVVRS Writing Fees - County	(\$178.75)
	0001-1-07-8000-401000 Snowmobile Writing Fees (\$5.00)-County	(\$105.00)
	0001-1-07-8000-402001 RVVRS Boat Titles - County	(\$5.00)
	0001-1-07-8000-407000 ATV Writing Fees(\$5.00)-County	(\$115.00)
<b>RVVRS County</b>		<b>(\$403.75)</b>
<b>RVVRS State</b>		
	0001-1-07-8000-401002 Snowmobile Liens - State	(\$13.00)
	0001-1-07-8000-401001 Snowmobile Titles - State	(\$123.50)
	0001-1-07-8000-402000 RVVRS Boat Registration Fees - State	(\$136.10)
	0001-1-07-8000-402001-1 RVVRS Boat Titles - State	(\$1.50)
	0001-1-07-8000-407000-2 ATV Titles-State	(\$117.00)
	0001-1-07-8000-407000-1 ATV Registration Fees-State	(\$1,275.00)
	0001-1-07-8000-401000-1 Snowmobile Registration Fees-State	(\$1,292.00)
	0001-1-07-8000-407000-3 ATV Liens-State	(\$32.50)
<b>RVVRS State</b>		<b>(\$2,990.60)</b>
<b>Transfer Tax</b>		
	0001-1-07-8000-404000 Real Estate Transfer Tax-County	(\$1,993.24)
	0001-1-07-8000-404000-2 Real Estate Transfer Tax-State	(\$9,561.96)
<b>Transfer Tax</b>		<b>(\$11,555.20)</b>
<b>Vitals Certified Copies</b>		
	0001-1-07-8000-406000-1 Vitals Certified Copies-State	(\$715.00)
	0001-1-07-8000-406000 Vitals Certified Copies-County	(\$260.00)
<b>Vitals Certified Copies</b>		<b>(\$975.00)</b>