

## CHANGE ORDER

No. 2

PROJECT: Drainage District No. 1, Main Tile Repair, Cerro Gordo County, Iowa

DATE OF ISSUANCE: 12/17/2024

EFFECTIVE DATE: 01/06/2025

OWNER: Trustees of Drainage District No. 1, Cerro Gordo County, Iowa

ENGINEER'S Project No.: OT7.131386

CONTRACTOR: Wunsch Construction, Inc.

ENGINEER: Bolton & Menk, Inc.

You are directed to make the following changes in the Contract Documents.

**Description:**

Time extension for substantial project completion.

**Reason for Change Order:**

Delay in repaving the road crossing due to the cold weather.

**Attachments: (List documents supporting change)**

Attachment A: Itemized Additional Items & Quantities

| CHANGE IN CONTRACT PRICE:                              | CHANGE IN CONTRACT TIMES:   |
|--|---|
| Original Contract Price                                | Original Contract Times   |
| <u>\$276,146.00</u>                                    | Substantial Completion : April 15, 2025<br>Ready for final payment : April 15, 2025 |
| Net changes from previous Change Orders No. 0 to No. 1 | Net changes from previous Change Orders No. 0 to No. 1                              |
| <u>\$54,000.00</u>                                     | <u>0</u> days   |
| Contract Price Prior to this Change Order              | Contract Times prior to this Change Order   |
| <u>\$330,146.00</u>                                    | Substantial Completion : April 15, 2025<br>Ready for final payment : April 15, 2025 |
| Net Increase/Decrease of this Change Order             | Net Increase of this Change Order   |
| <u>\$0.00</u>  | <u>31</u> days  |
| Contract Price with all approved Change Orders         | Contract Times with all approved Change Orders                                      |
| <u>\$330,146.00</u>                                    | Substantial Completion : May 15, 2025<br>Ready for final payment : May 15, 2025     |

RECOMMENDED: Bolton & Menk, Inc.

APPROVED: Board of Supervisors, acting as  
Trustees of Drainage District No. 1

ACCEPTED: Wunsch Construction, Inc.

By:   
Engineer (Authorized Signature)

By: \_\_\_\_\_  
Owner (Authorized Signature)

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: 12/17/24

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Cc: Cerro Gordo County – Owner  
Wunsch Construction, Inc. - Contractor  
Bolton & Menk, Inc. – Engineer

## **CERRO GORDO COUNTY – RODNEY MCKINNEY AGREEMENT**

This Agreement is made and entered into this 2nd day of January 2025, by and between Cerro Gordo County, Iowa by its Board of Supervisors acting for and on behalf of the drainage districts under its jurisdiction pursuant to Iowa Code Chapter 468 and Rodney McKinney ("McKinney").

### **BACKGROUND**

1. The Board of Supervisors of County has a duty to maintain and repair drainage improvements located in drainage districts within its jurisdiction under Iowa Code Chapter 468.
2. McKinney has satisfactory expertise and experience in drainage.
3. County desires to obtain the services of McKinney to fulfill its duties under Iowa Code Chapter 468 on a standby basis and to render certain drainage services in accordance with this Agreement.

### **AGREEMENT**

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. McKinney shall investigate drainage problems referred to him by County and shall report in writing the results of his investigation to the Board of Supervisors. The report shall include the estimated cost of repair and shall specify whether the proposed repair is located within a drainage district subject to the jurisdiction of the Board of Supervisors under Iowa Code Chapter 468.
2. McKinney will supervise the repair work and will submit the written report to the Board of Supervisors certifying that the work has been completed to his satisfaction and the cost of the work.
3. If the estimated cost of the repair is in excess of \$20,000.00, the Board of Supervisors will proceed in accordance with Iowa Code §468.126, and McKinney will provide such other services relative to the work as specifically directed by the Board of Supervisors at that time.
4. McKinney shall keep an accurate record of the kind of work done by him; the place where done including the specific drainage district where the drainage problem is located; the time engaged in the work by hour and date; and shall file an itemized statement thereof with the Auditor each month. County shall pay McKinney \$21.00 per hour for his services rendered in accordance with the procedure established in Paragraph 6 below.
5. County shall pay McKinney for the following expenses incurred by him in providing services under this Agreement in accordance with the procedure established in Paragraph 6 below:
  - (a) Usage of McKinney's personal vehicle at the rate of \$21.00 per hour (to and from the County Courthouse; to and from the job site; and on the job site); and,
  - (b) Telephone expenses

McKinney shall keep an accurate record of usage of his personal vehicle and telephone expenses incurred including the hours of vehicle usage and the specific drainage district for which the expenses were incurred. County shall not be liable to pay McKinney's mileage for the use of his vehicle since the hourly fee is in lieu of mileage. The County Auditor's staff will type McKinney's official correspondence and provide postage. McKinney shall file an itemized statement of his expenses with the Auditor on a regular basis.

6. County shall review McKinney's claims for services and expenses and, if acceptable to County, will pay those claims from the funds of the drainage district responsible if the Board of Supervisors have jurisdiction of that drainage district under Iowa Code Chapter 468. If the drainage district does not have sufficient funds to pay the claims at the time, County will pay the claims on behalf of the specific drainage district and take the necessary steps to obtain reimbursement from the drainage district. County will have no responsibility to pay McKinney for services furnished and expenses incurred for trustee districts or private landowners.
7. McKinney is an independent contractor under this Agreement and not an agent, employee or representative of County. County acknowledges and agrees that McKinney may engage directly or indirectly in providing drainage services to other persons and entities and shall not be required to perform any services under this Agreement when the rendering of such services would unduly interfere with McKinney.
8. This Agreement will automatically renew on the 1<sup>st</sup> of each month until either party provides written notice to terminate said agreement. No cause need be given for the termination by either party.
9. This Agreement is binding upon the parties and their successors in interest.
10. This Agreement shall be governed by and construed under the laws of the State of Iowa.

CERRO GORDO COUNTY

\_\_\_\_\_  
\_\_\_\_\_, Chairman  
Board of Supervisors

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Adam Wedmore  
Auditor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rodney McKinney  
Drainage Supervisor

\_\_\_\_\_  
Date

## **RESOLUTION**

2025-

WHEREAS, Iowa Code section 459.304(3) sets out the procedure if a Board of Supervisors wishes to adopt a "construction evaluation resolution" relating to the construction of a confinement feeding operation structure; and

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

WHEREAS, by 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 February 1, 2025 and January 31, 2026 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;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CERRO GORDO COUNTY that the Board of Supervisors hereby adopts this construction evaluation resolution pursuant to Iowa Code section 459.304(3), subject to the following procedures:

1. All applications to be reviewed under this resolution shall be filed with the Executive Assistant to the Board of Supervisors.
2. All applications shall be reviewed by CG Public Health and the Planning and Zoning Department prior to consideration by the Board of Supervisors. CG Public Health and the Planning and Zoning Department shall file written reports with the Board of Supervisors prior to the meeting at which the application will be considered.
3. The Board of Supervisors shall hold a public hearing on the application prior to consideration of an application.
4. Notice of said hearing shall be mailed to the owner of record of each dwelling located within a two (2) mile radius of the proposed confinement feeding operation structure.

Motion was made by Supervisor and seconded by Supervisor to adopt the foregoing resolution. Vote taken thereon resulted as follows:

Ayes:

Nays: None

Absent/Not Voting: None

Passed and approved this 2nd day of January 2025.

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Chris Watts, Chairman  
Board of Supervisors



# PUBLIC HEALTH

healthier together

**DATE:** December 20, 2024

**TO:** Cerro Gordo County Board of Supervisors

**CC:** Michelle Rush, Assistant Zoning Administrator, Cerro Gordo County

**FROM:** Daniel Ries, Cerro Gordo County Department of Public Health

**SUBJECT:** Manure Management Plan for Amarcon (Red Barn)

This report is to make you aware of concerns regarding a short form Manure Management Plan Update received by this office from **Amarcon (Red Barn)** swine operation. This report is being submitted according to **Resolution 2003-123 A Resolution Adopting Policy for the Receipt, Review and Comment on Manure Management Plans Received by the Cerro Gordo County Board of Supervisors**. Within seven (7) days of receipt of the manure management plan the Environmental Service Manager shall review the Manure Management Plan and prepare a report to the Board of Supervisors detailing the issues to forward to the Iowa Department of Natural Resources.

The Amarcon (Red Barn) operation is an existing facility located at **23702 130<sup>th</sup> Street in Section 14 of Dougherty Township**. The operation houses 2,490 finishing hogs. The operation will produce 676,900 gallons of manure annually which will be stored in below-building pits. Manure from this facility will be applied to a total of 270.2 acres in Dougherty Township: 69.5 and 35.1 acres in Section 12; 97.0 acres in Section 23; 68.6 acres in Section 26. **The number of acres on which manure will be applied is unchanged from the previous year.** The main concerns that should be forwarded to the Iowa DNR include the following:

- The city of Dougherty is about ¼ mile from the manure application area.
- The un-incorporated village of Cartersville is about 2¼ miles from the manure application area.
- A waterway which is a tributary of Coldwater Creek and its floodplain cuts across the field in Section 26.
- Beemis Creek and its flood plain dissect the two fields in Section 12.

If you have any questions, feel free to contact me at (641) 421-9338 [dries@cghealth.com](mailto:dries@cghealth.com).