

Cerro Gordo County

To The Honorable Board of Supervisors  
Recapitulation

Fees, Mileage & Miscellaneous Fees Collected in Civil Cases for Month of January 2025:

<u>Mileage</u>	<u>Fees</u>	<u>Miscellaneous*</u>
\$338.81	\$4,565.10	\$7,439.99

Total Civil & Miscellaneous Fees earned for January 2025-----\$9,791.18

Miscellaneous\*

Credit Account No.

Purchasing Permit	140.00	001 4415 051 1060 1
Weapon Permit	1,080.00	001 4410 051 1060 1
Ins./Pub Record/Golf Cart	50.00	001 5040 051 1060 1
D. L. Printouts	0.00	001 5030 051 1060 1
Fingerprints & Dyn.	240.00	001 4420 051 1060 1
Offender Reg	125.00	001 4450 051 1060 1
Fees & Mileage	4,903.91	001 4400 051 1060 1
Room and Board	<u>5,804.99</u>	001 4440 053 1050 1
	\$12,343.90	

January 31, 2025 – Issued Check #8908 in the amount of \$12,343.90 to Cerro Gordo County Treasurer.

David Hepperly, Sheriff  
Cerro Gordo County



Adam Wedmore, Auditor  
Cerro Gordo County



**RESOLUTION**  
**2025-**

**A RESOLUTION ADOPTING THE 2025 CERRO GORDO COUNTY DOCK  
ASSIGNMENT POLICY**

WHEREAS, Cerro Gordo County manages docks that extend from shoreline property owned by the County; and

WHEREAS, the Iowa Department of Natural Resources authorizes the County to manage such docks pursuant to a Class II permit; and

WHEREAS, the Natural Resource Commission has adopted administrative rules for the management of public docks under Chapter 571—16, Iowa Administrative Code; and

WHEREAS, a Dock Assignment Policy is necessary for the purpose of effectively and efficiently managing public docks accessed from right-of-way belonging to the County; and

WHEREAS, the Board of Supervisors recognizes Clear Lake as a valuable recreational resource for which public access should be assured.

NOW, THEREFORE, BE IT RESOLVED by the Cerro Gordo County Board of Supervisors to adopt the attached Cerro Gordo County, Iowa, 2025 Dock Assignment Policy.

BE IT FURTHER RESOLVED that the Board of Supervisors authorizes its Planning and Zoning Department to administer the provisions of the 2025 Dock Assignment Policy, in conjunction with and subject to the rules of the Iowa Department of Natural Resources and hire contractors to administer all or parts of said policy.

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

Ayes:

Nays:

Absent/Not Voting:

PASSED AND APPROVED THIS 10TH DAY OF FEBRUARY 2025.

\_\_\_\_\_  
Chris Watts, Chairman  
Board of Supervisors  
Cerro Gordo County

ATTEST:

\_\_\_\_\_  
Bob Peshak, Deputy Auditor  
Cerro Gordo County, Iowa

## **Cerro Gordo County, Iowa 2025 Dock Assignment Policy**

### **I. PURPOSE**

Cerro Gordo County manages docks that extend from shoreline property owned by the County pursuant to a Class II permit granted by the Iowa Department of Natural Resources. The Cerro Gordo County Board of Supervisors has adopted this policy for the purpose of effectively and efficiently managing public docks accessed from right-of-way belonging to Cerro Gordo County and adjacent to shoreline in the unincorporated area of the county, not including that owned and maintained by the Iowa Department of Natural Resources or right-of-way that is privately owned. The Board of Supervisors recognizes Clear Lake as a valuable recreational resource and has therefore adopted this policy to provide and ensure public access to the lake. Where possible, this policy incorporates administrative rules adopted by the Natural Resource Commission under Chapter 571—16, Iowa Administrative Code (IAC).

### **II. ADMINISTRATION**

The Cerro Gordo County Board of Supervisors authorizes its Planning and Zoning Department to administer the provisions of this policy in conjunction with and subject to the rules of the Iowa Department of Natural Resources. The Department is authorized to hire one or more contractors to administer all or part of this policy.

### **III. DEFINITIONS**

**Administrative Officer (also referred to as “Administrator”):** Planning and Zoning Administrator for the Cerro Gordo County Planning and Zoning Department, or designee.

**Assignment:** The hoist or slip location as designated or allocated to a residence by the Administrative Officer.

**Board of Supervisors:** Board of Supervisors of Cerro Gordo County, Iowa

**Boat hoist (also referred to as a “lift”):** A structure placed in the water or below the ordinary high water mark for boat storage, including platforms for storage of personal watercrafts. For the purposes of this policy, a boat hoist that is designed to store multiple small vessels such as personal watercraft or one-person sailboats shall be treated as a single boat hoist. (IAC 571—16.1)

**Catwalk:** A platform that is a minimum of two (2) feet wide and no more than four (4) feet wide installed to provide access from a dock to a moored boat or boat hoist. (IAC 571—16.1)

**County:** Cerro Gordo County, Iowa.

**Department:** Cerro Gordo County Planning and Zoning Department.

**Dock:** A platform-type structure extending from shoreline property over a public water body. (IAC 571—16.1)

**IDNR:** Iowa Department of Natural Resources.

**Immediate family:** Father, mother, brother, sister, son, daughter, grandfather, grandmother, grandchildren—related by blood, marriage, or adoption

**Public dock:** A dock constructed and maintained to provide public access from public land to a water body. A public dock includes docks constructed and maintained by a group of private persons accessed from public land. (IAC 571—16.1)

**Public land (also referred to as a “public approach”):** Land that is owned by the State of Iowa or Cerro Gordo County that has been dedicated for public access to a public water body and includes land dedicated or used as a public street or right-of-way. (IAC 571—16.1)

**Public water body (also referred to as “Clear Lake”):** A water body to which the public has a right of access. (IAC 571—16.1)

**Shoreline property:** A parcel of property adjoining (littoral to) a public water body. (IAC 571—16.1)

**Slip:** A mooring space, usually adjacent to a dock, sometimes accessed by a catwalk. (IAC 571—16.1)

**User (also referred to as “Permittee” and “Assignee”):** A person or persons associated with a residence allocated an assignment to a hoist or slip location on a public dock

#### **IV. PROTECTION OF RECREATIONAL RESOURCES**

- A. Adverse impacts on aquatic ecosystem.** All docks, hoists and related structures shall be located, sized, configured, constructed and installed to limit their adverse impacts on the aquatic ecosystem. In areas of sensitive aquatic habitat, docks and hoists shall be located, configured, constructed and installed to minimize harm to aquatic habitat. Other restrictions may be placed on docks that are in a state protected waters area as necessary to protect the natural features of the designated area. (IAC 571—16.3(1))
- B. Adverse impacts on access for public recreational use.** A dock shall not be configured to enclose an area of a public water body and create a private water area or otherwise adversely affect public recreational use of the water body. Where walking or wading parallel to the shore below the ordinary high-water mark would be physically practical except for the obstruction created by a dock, the dock owner shall not prevent a person from stepping on or over the dock to bypass the obstruction. (IAC 571—16.3(2))
- C. Flow of water.** All docks shall be constructed and placed in a manner that allows the free flow of water beneath them. (IAC 571—16.3(9))
- D. Excavation, fill and aquatic vegetation removal prohibited.** No bed material may be excavated, fill placed, or aquatic vegetation may be removed below the ordinary high-water mark of Clear Lake in association with construction of a dock unless excavation, placement of fill, or aquatic vegetation removal is specifically authorized by a construction permit issued under 571—Chapter 16. (IAC 571—16.3(10))

#### **V. STANDARD REQUIREMENTS FOR ALL DOCKS**

- A. Minimum Requirements for Construction of a Public Dock**
1. **Width** of the dock shall be a minimum of four (4) feet.
  2. **Supports** shall be 4x4 dimension lumber, or 5 inch posts, or at least 1½-inch outside dimension pipe.
  3. **Decking** shall be a minimum of 2x12 planks or commercially manufactured dock approved by the county.
  4. **Supporting members** shall be placed every eight (8) feet with planking staggered.
  5. **Cross Support Members** shall be constructed of 2.6 dimension lumber.
  6. **Fastening** shall be by bolts or heavy spikes.
- B. Location and Offsets**
1. To the extent practical, a dock and boat hoists shall be placed near the center of the public approach frontage and installed perpendicular to the shoreline to maximize offsets from neighboring properties.
  2. Each dock, hoist, moored vessel and other permitted structure shall be offset a minimum of 5 feet from an adjoining private property line and 5 feet from the projection of a line perpendicular from the shoreline at the common boundary with adjoining shoreline property.
  3. A minimum gap of 10 feet must be maintained between adjoining docks (including “L” or “T” or catwalk segments), hoists, or moored boats. Where projection of a line perpendicular from the shoreline is impractical it is the intent of this rule that a 10-foot gap be maintained in a manner that is equitable to the public dock permittees and each private adjoining shoreline owner. (IAC 571—16.3(3))



**C. Shape of docks: T's or L's**

1. A dock shall have no more than one "L" or "T" segment.
2. The total length of the "L" or "T" segment facing opposite from shore shall not be greater than 20 feet including the width of the dock. The total area of the "L" or "T" shall not exceed 200 square feet.
3. That part of the main dock forming the center of a "T" segment or an extension of an "L" segment shall be included in measuring the area of the "T" or "L" segment. "T" or "L" segments shall comply with the requirements of Section V(B).
4. A smaller platform size limit may be required at locations specified by the IDNR because of limited available space. (IAC 571—16.27(4)(a))
5. Catwalks shall be at least 2 feet wide and considered as part of the dock. Each catwalk shall be limited in length pursuant to the limitation stated above and shall not extend beyond the width of the hoist. (IAC 571—16.27(4)(b))
6. A hoist or other boat storage structure shall not be placed adjacent to any "L" or "T" segment of a dock adjacent to any other part of a dock that is more than six feet wide. The hoist shall not exceed 10 feet in width at locations specified by the IDNR as having limited available space. (IAC 571—16.27(4)(c))

**D. Length of Dock**

1. A dock shall not extend farther from the water's edge than the distance necessary for reasonable access to Clear Lake in relation to characteristics of the lake in the vicinity of the dock site and the impacts on Clear Lake and other users. Access to maintain one or more boats in water with a minimum depth of 3 feet shall be considered sufficient access. (IAC 571—16.3(4))
2. A public dock may extend the greater of 100 feet from the water's edge or far enough so that the outer 80 feet of the dock is in three feet of water up to a maximum of 300 feet. These lengths shall be measured from the water's edge when the dock is installed.
3. The Department shall be responsible for enforcing the standard requirements and length limit.
4. The IDNR reserves authority to determine whether the requirements and the length limit are met upon complaint of a person who claims that a public or private right is adversely affected by a permitted dock. If the IDNR determines that a dock or hoist must be moved or removed from the lake because of an adverse effect, the IDNR shall issue an administrative order to the county and to the person who is maintaining or using the dock. Issuance of the administrative order shall trigger a right of the county and the affected person to a contested case.
5. If shoreline property is public land but there is uncertainty concerning the relative authority of the county and the IDNR, permits for docks extending from the public land shall include a recital concerning the relative authorities of the IDNR and the county. (IAC 571—16.6)

**E. Limit on Number of Hoists**

The maximum number of hoists or slips authorized by a permit is one (1) for every ten (10) feet of shoreline, except on docks where the number of hoists or slips has exceeded this maximum prior to the adoption date of this policy.

**F. Display of Dock Number**

Approved users shall place a sign on the water end of a public dock displaying the following information as specified. The DNR permit number shall be displayed on the first line. "00" followed by the name of the public street extension used to access the public dock shall be displayed on the second line. The third line shall give the City (Ventura for those in Ventura Heights; Clear Lake for all others). The information shall be displayed in block letters and numbers at least 1 inch high in a color contrasting to the background, on the water end of the dock, facing away from shore and shall be plainly visible. (IAC 571—16.3(5))

**G. Display of Public Dock Sign**

Users shall maintain posted on the shore end of the dock a sign which reads, "PUBLIC DOCK, PRIVATELY CONSTRUCTED AND MAINTAINED. USE AS A GUEST." Replacement signs may be obtained from the Department at the current charge.

**H. Materials and Floatation Specifications**

New floating structures authorized by this policy shall use floatation methods and devices of a type constructed of low density, closed cell, rigid plastic foam; high impact polyethylene fiberglass material; wood products treated with a product approved by the United States Environmental Protection Agency for aquatic use; or other inert materials to provide floatation. Synthetic (such as plastic or fiberglass) or metal containers not originally manufactured as floatation devices may be used as dock floatation devices if they have been cleaned of any product residue; sealed and watertight; and filled with a closed cell rigid plastic foam. (IAC 571—16.3(8))

**I. No Enclosure of Public Docks**

Public docks shall not be enclosed by roofs or sides. Hoists may be enclosed by roofs and sides constructed of soft-sided natural fiber or synthetic fiber materials for the purpose of protecting watercraft. (IAC 571—16.3(7))

**J. Service Appurtenances on Docks**

1. **Storage, use, and dispensing of fuel.** The storage, use, or dispensing of any fuel on a public dock is prohibited. (IAC 571—16.3(11))
2. **Electrical service.** Any electrical service on or leading to any dock must comply with the National Electric Code, latest revision. All electrical service leading to docks shall include ground fault circuit interrupter protection. (IAC 571—16.3(12))

**K. Access for Inspection**

A dock or boat hoist, raft, platform, mooring buoy, or any other structure accessed by a public approach may be physically inspected at any time by a representative of the Department and/or IDNR as needed to determine whether it was placed and maintained in a manner consistent with the requirements of this policy or a permit issued under this policy. (IAC 571—16.3(14))

**VI. INSTALLATION, MAINTENANCE, AND REMOVAL OF DOCKS**

- A. Construction and Installation of Public Docks.** Approved users to whom a permit is assigned shall be responsible for the construction and maintenance of the public dock and all costs thereof.
- B. Maintenance.** Approved users to whom a permit is assigned shall be responsible for the safe condition of the dock at all times and shall hold harmless and indemnify the county and their officers and employees for any damages arising out of bodily injury or property damage caused by an occurrence on or about a public dock.
- C. Winter removal.** Each dock must be removed from public waters before December 15<sup>th</sup> of each year and not reinstalled until after a permit is issued the following spring. (IAC 571—16.3(6))
- D. Winter storage of docks, catwalks and hoists on public property.** Winter storage of docks, catwalks, and hoists shall not be allowed on a public approach. (IAC 571—16.28(7))
- E. Equitable sharing of dock costs.** Approved users to whom a permit is assigned shall agree on the equitable sharing of the cost of construction, installation, maintenance, and removal of the dock and any other components to the dock. (IAC 571—16.28(2))

## VII. ASSIGNMENTS AND LIMITATIONS ON DOCK PRIVILEGES

- A. **Establishment of an assignment.** The Administrator shall select and allocate a residence and associated users an assignment to an available boat or slip location on a public dock from a waitlist as provided for in Section X of this policy. Only one dock assignment may be allocated to a residence or any specific user (IAC 571—16.28(3))
- B. **Maximum number of users per assignment.** Up to four (4) users shall be designated or allocated to a specific assignment by the Administrator; however, this limitation shall not be construed to be a use restriction regarding the watercraft stored at an assigned hoist or slip location. Said users shall be immediate family members or share in the ownership of the residence allocated an assignment by the Administrator. All designated users shall be at least eighteen (18) years of age or older. Once designated by the Administrator, the approved users for an assignment shall remain unchanged.

The names of designated users shall be identified at the time of a residence being allocated an assignment by the Administrator. All designated users associated with an existing assignment prior to the adoption of this policy shall be identified by the Administrator prior to the issuance of a permit.

- C. **Length of assignment.** Once allocated by the Administrator, an assignment shall be held by a residence and its associated designated users until one of the following occurs:
1. Removal or cancellation of an assignment under the procedures as provided for under Section VIII of this policy.
  2. Violation of the requirements of this policy.
  2. Nonuse as provided for in this policy.
  3. Voluntary removal in writing by an assignee.
  4. Removal under the authority of the Iowa DNR.
  5. Other means for cancellation as provided for in this policy.

Cancellation of an assignment shall be made in writing by the Administrator or respective users, as may be applicable.

- D. **Non-transferability of dock permits and privileges.** Dock permits and hoist or slip assignments shall not be transferred, assigned, or conveyed by the permittee to any other person. (IAC 571—16.28(5))
- E. **No Real Estate Interest Created.** The permit creates no interests, personal or real, in the real estate below the ordinary high water line nor does it relieve the requirement to obtain federal or local authorization when required by law for such activity. The permit does not authorize the permittee to prevent the public from using areas of the lake adjacent to the permitted structure. (IAC 571—16.19(1))
- F. **Permit Validity.** A permit is valid only while the permittee has the necessary permissions to use the adjoining shoreline parcel from which the dock projects. (IAC 571—16.19(2))
- G. **Fee for use prohibited.** The permittee shall not charge a fee for use of the dock or associated structure unless: the permit is for a commercial dock; the fee is expressly authorized by the permit; or the permittee is a homeowners' association and the fee is for recovery of expenses incurred in providing the access to the association's members. (IAC 571—16.19(3))
- H. **Number of hoists allowed.** Each permittee may be limited to one hoist and/or slip on the dock to which they have been assigned. The number of hoists and vessels for each permittee should be limited, especially where there is a waiting list including people in the first or second priority categories established under Section X of this policy. (IAC 571—16.28(4))

- I. **Land use restrictions.** Nothing shall be constructed or placed on a public approach adjacent to any dock except as provided for in Section XI of this policy. (IAC 571—16.28(8))
- J. **Cancellation for nonuse.** A dock site permit or hoist/slip assignment may be cancelled for non-use in order to provide space for people on a waiting list (IAC 571—16.28(10)). If no hoist, slip, and watercraft is in use by a permittee on the assigned dock by May 30<sup>th</sup> or for a period of time greater than fourteen (14) consecutive days during the permitted timeframe for a public dock, then they will be removed from the permit as provided for in Section VIII of this policy.

Exceptions. A permittee may request an exception to this provision in writing, which states the reason and timeframe an exception is needed, to the Administrator prior to May 30<sup>th</sup> or an extended period of time during the permitted timeframe for a public dock. An exception may be granted in writing at the Administrator's discretion and shall state the timeframe in which the exception is granted. Any exception granted shall be based on a legitimate reason that prevents the use of an assignment by the required deadline, including, but not limited to, medical reasons, necessary maintenance to a watercraft, or other extenuating circumstances. Additionally, at the Administrator's discretion, an exception may be granted in writing to a permittee in the event there are extenuating circumstances caused by the DNR, the county, or the Department or other reasons that prevent the use of an assignment by the required deadline.

- K. **Property Line Location.** An applicant for a permit, a permittee, and an owner of shoreline property adjoining property of an applicant or permittee are responsible for determining the accurate location of common boundaries of their respective properties. (IAC 571—16.17(4))

## VIII. ENFORCEMENT AND APPEALS

- A. **Suspension, Modification, or Revocation of Permits and Assignments.** A dock permit or assignment may be modified, suspended, or revoked, in whole or in part, by written notice if the Department or the IDNR determines that the dock or hoist or slip is a hazard to other users of the lake, that a violation of any terms or conditions of the permit or this policy has occurred, or that continuation of the permit or assignment is contrary to the public interest. Such modification, suspension, or revocation shall become effective upon a date specified in the notice. The notice shall state the extent of the modification, suspension, or revocation, the reasons for the action, and any corrective or preventative measures to be taken by the permittee to bring the dock, structure, or activity into compliance. An order suspending modifying, or revoking a permit may be appealed pursuant to the provisions contained in Section VIII(B) of this policy. (IAC 571—16.17(2))

### B. Appeals from Decision.

1. Notices of revocation, suspension, or modification issued by the IDNR may be appealed under the rules and procedures of the IDNR and will not be considered by Cerro Gordo County.
2. For a notice of decision or of a revocation or modification, or during the course of a suspension issued by the county, the permittee may request a hearing, in writing, within 30 days from the date of issuance in order to present information demonstrating that the alleged violation did not occur, that required corrective and preventative measures have been taken, or any other information relevant to a decision as to whether the permit should be reinstated, modified, or revoked. The hearing shall be conducted before the Board of Supervisors. After completion of the hearing, a final decision shall be made concerning the status of the permit or assignment. In the event that no hearing is requested, notices of decisions of modification or revocation shall remain in effect and suspended permits or assignments shall be reinstated, modified, or revoked.

- C. Complaint Investigation and Appeals.** Any person adversely affected by a permitted dock or associated boat hoist may request, in writing, an investigation into where it is alleged a violation of this policy has occurred. The Administrator shall investigate the complaint and issue a decision, in writing, regarding whether a violation occurred within a reasonable timeframe. The Administrator shall take necessary steps in accordance with this policy to have any violation corrected that is determined to have occurred.

A complainant may appeal a decision made by the Administrator by requesting a hearing, in writing, within 30 days from the date of issuance of said decision if it is believed it was made in error. Requests for hearing shall specify adverse effects on the complainant resulting from the permitted dock or associated boat hoist and where an error in the Administrator's decision occurred. The hearing shall be conducted before the Board of Supervisors. After completion of the hearing, a final decision shall be made concerning the decision in question. In the event that no hearing is requested, notices of decision shall remain in effect.

## **IX. EXCEPTION TO LOCATION AND OFFSET REQUIREMENTS**

An exception to the offset requirements in Section V(B) of this policy shall be granted upon satisfying all of the following:

- A.** The lack of offset on one side of the property is compensated for by a larger offset on the other side of the property;
- B.** The applicant provides the county with a copy of the written consent of each affected adjoining property owner or an affidavit attesting that the affected property owner named in the affidavit has verbally given the applicant consent for the requested exception, provides adequate documentation that the adjoining shoreline parcel is burdened by restrictive covenants, easements, or other valid use restrictions which impose on the owner of the parcel an obligation to tolerate docks and hoists that would otherwise violate offset or gap requirements in Section IV(B) of this policy;
- C.** The applicant demonstrates that no other dock or hoist configuration is physically practical. (IAC 571—16.9)

## **X. WAITLISTS AND PRIORITY OF ASSIGNMENT**

- A.** Hoist or slip assignments shall be available to all members of the public through a selection process using an assignment waitlist for each public dock administered by Cerro Gordo County. Any member of the public may request to be on any assignment waitlist at no cost.
- B.** A waiting list shall be established for each public dock administered by Cerro Gordo County. Selection of an assignment from a waiting list shall be based on the following order of priority:
  - 1. First priority:**  
Owners of residences not adjoining the public land/approach but are within the subdivision said public land/approach is associated with and owners of a residence located within an unincorporated subdivision within one (1) mile of the southern shoreline of Clear Lake;
  - 2. Second priority:**  
Owners of residences within Cerro Gordo County;
  - 3. Third priority:**  
Other Iowa residents;
  - 4. Fourth priority:**  
Non-Iowa residents.

Assignment to a boat or hoist location on a public dock shall be based on the priorities listed above on a first-come, first served basis.

- C.** For purposes of this policy, "residence" means a single residential living unit.



- D. Notwithstanding these priorities, if property in the first priority category is redeveloped with higher density residential living units, there is no assurance that dock, hoist or slip space will be available to accommodate such increased density before other property included in the first or second priority categories. (IAC 571—16.26)
- E. Persons already owning private property abutting Clear Lake will not be assigned to a dock until those owning property off the lake have been assigned a dock.
- F. In the event a person on a waitlist is offered an open assignment to a public dock and declines to accept the assignment, that person will be placed at the bottom of the specific waitlist in the applicable priority level, or otherwise will be removed from the waitlist until such time as a new request for a public dock assignment is received by the Department.
- G. In the event a person or persons are forced to be removed from an existing assignment, in which said removal is not the result of foregoing said assignment voluntarily, for non-use of the assignment, and not as a result of a violation of this dock policy and are left with no assignment, said person or persons shall be placed at the top of the selection priority level in which they are applicable.

## **XI. MAINTENANCE OF PUBLIC APPROACHES**

- A. **Safety and Responsibility.** The assigned users to a public dock shall at all times be solely responsible for the safe condition of the public approach, including but not limited to steps, walkways, and any structures or landings of any type of construction material attached or adjacent to said dock. The assigned users shall specifically agree to hold harmless and indemnify the county and its officers and employees for any damages arising out of bodily injury or property damage caused by an occurrence on or about a public approach.
- B. **Structures on Public Approaches.** Should users find it necessary or desirable to construct any type of approach to the dock over public land such as steps or walkways, said approach shall be sturdily constructed of materials equal in strength to materials approved for the dock, and the approach so constructed shall be subject to these conditions including particularly the provisions of Section V(A). Any construction over public land shall comply with the following:
  - 1. **Zoning Permit Required.** Any person proposing to construct a deck or walkway over public land shall first apply for a permit for construction on forms provided by the Department. Steps to docks shall not require a permit.
  - 2. **Zoning Ordinance Compliance Required.** All construction of walkways or decks shall comply with the requirements of this policy and the requirements of the Cerro Gordo County Zoning Ordinance for the district in which said construction is proposed.
  - 3. **Enclosures Prohibited.** All walkways and decks shall be open and unobstructed to the sky. No enclosures of any kind shall be permitted (including but not limited to sheds, storage boxes, portable toilets, changing or dressing rooms, or the like).
  - 4. **Placement of Structure.** No walkway or deck shall be constructed closer to the shoreline than any structure on adjacent public property.
  - 5. **Attachment to Dock.** All walkways and decks shall be connected to or abut the dock for which the deck or walkway provides access.
  - 6. **Zoning Permit Fees.** Zoning Permit fees for such structures shall be based on construction costs and on the fee schedule as provided for in the Cerro Gordo County Zoning Ordinance.
  - 7. **Appeals and Variances.** The Board of Supervisors shall hear appeals of interpretation and applications for variance from the requirements of this section. The Board of Supervisors shall hold a public hearing on the appeal/application request and issue a decision.

- (a) **Forms.** Applications for variances shall be made on forms used by the Cerro Gordo County Board of Adjustment.
- (b) **Application Fee.** An application fee of \$200.00 shall accompany the application for variance or appeal of interpretation.
- (c) **Hearing Notification.** All property owners abutting the public approach shall be notified of the date, time and place of the public hearing.
- (d) **Evaluation Criteria.** The Board of Supervisors shall use the criteria in Section 24.4(A)(3) of the Cerro Gordo County Zoning Ordinance to evaluate whether a variance is warranted.

8. **Condition of Structure.** If at any time a structure built in the approach to the dock is declared to be unsafe by the County Engineer and/or Zoning Administrator, the users of the dock shall be required to repair or remove the structure at their expense. Failure to remove or repair as directed by the County Engineer and/or Zoning Administrator may result in removal by the county.

C. **Vegetation in the public approach.** The assigned users to a public dock shall not remove, damage, cause damage, or use any sort of weed killers, hazardous chemicals, or burning to vegetation within the public approach. However, assigned users may trim vegetation or overgrowth that present a safety hazard along steps or structures within the public approach. If significant vegetation or overgrowth presents a safety hazard, the users shall contact the department and/or County Engineer's Office and may trim such vegetation and overgrowth with written approval from the Department. Violation of this section may result in the assessment of costs for installation of replacement vegetation or result in the loss of assignment to the respective public dock.

## XII. DOCK PERMITS

A. **Permit Required.** A dock site permit shall be obtained annually prior to the installation of any dock at a public approach. A dock site permit authorizes a person or group of persons to install and maintain a public dock from a public approach. Each permit shall identify the number of hoists or slips to be included for storage of boats at the dock. A permit shall only be issued to approved users whose associated residence has been formally allocated an assignment by the Administrator.

B. **Application.** An application shall be filed with the Administrator by designated users assigned to a boat or hoist location on a public dock prior to the installation of said dock. The application shall be made on the form(s) provided by the Department and include the names of all approved users who will participate in the using of the dock at the assigned location. The application form shall be accompanied by certificate(s) of insurance, copy(ies) of vessel registration(s), signed policy acknowledgement forms from all assignees, and the required fee (check made payable to Cerro Gordo County). The required certificate(s) of insurance and vessel registration(s) accompanying the application shall be in the name of at least one (1) of the designated users allocated to each applicable assignment. Said application shall be filed no later than May 1<sup>st</sup> of each year. The application and required attachments may be mailed or filed in person at:

Cerro Gordo County Planning & Zoning  
220 N. Washington Avenue  
Mason City, IA 50401

Applications will be reviewed for compliance with the requirements of this policy and rules promulgated by the IDNR prior to being submitted to the Board of Supervisors for consideration. If the applicant is a group of persons, an agent or contact person for the users shall be designated with whom the Department shall communicate. Any written communication to such agent or contact person shall constitute a communication to all participating users.



- C. **Insurance.** Prior to constructing or installing a public dock or placing hoists, each dock site permittee shall provide a Certificate of Liability Insurance for the dock location in the amount of \$1,000,000. Said Certificate shall state the dock location, dock number, and list the Cerro Gordo County Planning & Zoning Department (220 North Washington Avenue, Mason City, IA 50401) as Certificate Holder. (IAC 571—16.28(6))
- D. **Fees.** Payment of the annual dock site permit fee shall be made upon application. Failure to pay the annual fee may result in revocation or cancellation of the permit or assignment. The annual dock fee is **\$275.00** per assignment. **Failure to pay equitable share of expenses for dock costs and maintaining the safe condition of the public approach may result in revocation or cancellation of the permit or assignment.**
- E. **Consideration by Board of Supervisors.** Dock permit applications will be reviewed at a regular meeting of the Board of Supervisors following review by the Department. The applicant (or if a group of applicants, the contact person) will be notified by mail when the permit is approved. The dock and hoists may be placed following approval. Failure to comply may result in denial of the application or revocation of the permit.
- F. **Effective Dates.** A dock permit shall be effective upon approval by the Board of Supervisors. Permits shall expire annually on December 15.
- G. **Transferability of Permits.** This issuance of a dock assignment and permit is a privilege and is not a property right. A dock assignment is not transferable from one party to another. If it is found that a user has transferred or conveyed their assignment to another party, the assignment shall be considered null and void.
- H. **Use of dock for mooring.** Only the persons assigned to a public dock and named as permittees shall have use of the dock for mooring. All vessels must be registered to the permittees as assigned and listed on the dock permit.

### **XIII. PUBLIC DOCKS WITH NO ASSIGNMENTS**

- A. **Petition.** In the event the county holds a Class II Government permit at a public approach granted by the IDNR where boat hoists are not permitted to be located, a person or group of persons may make petition for a public dock at that public approach. The provisions for priority of assignment in Section X of this policy shall not be applicable to this section. Said petition shall include the signatures of all persons taking part in the proposed operation of a public dock. Said person or group of persons shall own a residence within the subdivision in which the public approach is located.  
  
Said petition shall be reviewed at a regular meeting of the Board of Supervisors. The person (or if a group of persons, the contact person) will be notified by mail with the results of the decision. If approved, the person or group of persons shall be bound by the requirements of this policy, as applicable, or as otherwise specified in this section. The Department shall maintain the Class II Government permit held as may be permitted by the IDNR.
- B. **Application.** Any person or group of persons with an approved petition for a public dock granted by the Board of Supervisors shall make annual application for a dock permit as specified in Section XII of this policy, as applicable, or as otherwise specified in this section. The fee for said application shall be \$275 and be made upon application.

- C. Insurance.** Prior to constructing or installing a public dock, the person or groups of persons shall provide a Certificate of Liability Insurance for the dock location in the amount of \$1,000,000 minimum. Said Certificate shall state the dock location, dock number, and list Cerro Gordo County Planning & Zoning Department (220 North Washington Avenue, Mason City, IA 50401) as Certificate Holder (IAC 571—16.28(6)). Any person or group of persons to whom a permit is assigned shall be responsible for the safe condition of the dock at all times and shall hold harmless and indemnify the county and their officers and employees for any damages arising out of bodily injury or property damage caused by an occurrence on or about a public dock.
- D. Use of dock for mooring.** No boat hoist, slip, or vessel shall be permitted to be located or moored at a public dock as applicable to this section, except as may be temporarily allowed by the IDNR.
- E. Suspension, Modification, or Revocation of Permits.** A dock permit may be modified, suspended, or revoked, in whole or in part, by written notice if the Department or the IDNR determines that the dock is a hazard to other users of the lake, that a violation of any terms or conditions of the permit has occurred, or that continuation of the permit is contrary to the public interest. Such modification, suspension, or revocation shall become effective upon a date specified in the notice. The notice shall state the extent of the modification, suspension, or revocation, the reasons for the action, and any corrective or preventative measures to be taken by the permittee to bring the dock, structure, or activity into compliance. An order suspending modifying, or revoking a permit may be appealed pursuant to the provisions contained in Section VIII of this policy. (IAC 571—16.17(2)).



# PUBLIC HEALTH

healthier together

**DATE:** January 29, 2025

**TO:** Cerro Gordo County Supervisors

**CC:** Michelle Rush, Assistant Zoning Administrator

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

**SUBJECT:** Manure Management Plan for Capstone Finisher #3

This report is to make you aware of concerns regarding a Manure Management Plan update received by this office from **Capstone Finisher #3** 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 hog confinement facility is located at **15804 170<sup>th</sup> Street in Section 28 of Bath Township**. It is an existing facility that is not expanding. The operation consists of 2,400 wean-finish hogs. The facility produces 613,200 gallons of manure annually which is stored in below building pits. There are six fields in the plan totaling 659.5 acres. **The fields on which manure will be applied is unchanged from the previous year.** The fields are located in Sections 21, 27, 28, and 34 of Bath Township. None of the fields are designated as HEL (highly erodible land). The operator indicates changes to crop rotation or optimal yields. My concerns are listed below:

- The city of Rockwell is less than one-eighth mile from the manure application area.
- Linn Grove Park, Rockwell Aquatic Center, Zeidler Park, and Linn Grove Golf Course are all roughly one mile from the manure application area.
- East Branch Beaver Dam Creek, its tributaries and their flood plain are adjacent and/or encroach into the manure application areas in the fields in Sections 21, 27, 28, and 34 of Bath Township.
- Blazing Star Prairie is about ¼ mile from the manure application area.

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



# PUBLIC HEALTH

healthier together

**DATE:** January 29, 2025

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

**CC:** Michelle Rush, Assistant Zoning Administrator

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

**SUBJECT:** Manure Management Plan for B & S Farm Corporation (Site 2)

This report is to make you aware of concerns regarding a Manure Management Plan update received by this office from **B & S Farm Corporation (Site 2)** 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 concerns to forward onto the Iowa Department of Natural Resources.

The confinement unit is located at **655 220<sup>th</sup> Street, Alexander in Section 25 of Wisner Township in Franklin County**. This location is four miles south of the Cerro Gordo-Franklin County line. This swine finishing operation consists of the following:

Number of hogs	Animal unit capacity	Gallons of manure produced annually
2,490	996	636,195

Manure will be applied on a total of 740.5 acres. There are three fields listed in the report for Cerro Gordo County; all are in Section 34 of Grimes Township. The Cerro Gordo County fields total 148.5 acres. The remaining fields are in Franklin County. None of the fields are listed as HEL (highly erodible land). **The acres on which manure will be applied are unchanged from the previous plan.** The operator indicates changes to crop rotation or optimal yields. The concerns are listed below:

- The manure application area is about 1½ miles from the city of Meservey.
- The manure application area is about 1¾ miles from the city of Thornton.
- The manure application area is about 1½ miles from the Ring-Neck Wildlife Area.
- The manure application area is about 2½ miles from the Bailey Creek Waterfowl Production Area.
- The manure application area is about 2¾ miles from Ingebretson Park and Pleasant Valley Golf Course.
- The three fields are dissected by a small creek and its corresponding flood plain.

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



# PUBLIC HEALTH

healthier together

**DATE:** February 6, 2025

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

**CC:** Michelle Rush, Assistant Zoning Administrator

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

**SUBJECT:** Manure Management Plan for Tom Weaver Gestation and Farrowing

This report is to make you aware of concerns regarding a Manure Management Plan received by this office from the **Tom Weaver Gestation and Farrowing** 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 concerns to forward to the Iowa Department of Natural Resources.

This operation is located at **21692 140<sup>th</sup> Street in Section 9 of Dougherty Township**. This is an existing operation that **expanded in 2019**. Manure will be applied to 725.85 acres on fields in Sections 9, 10, and 16 of Dougherty Township. **The fields on which manure will be applied is unchanged from the previous year.**

The following chart demonstrates the expansion:

	Before Expansion	After 2019 Expansion
Total Head	2,200	4,500
AUC (Animal Unit Capacity)	880	1,800
Annual Manure Production	1,959,000 gallons	5,748,750 gallons
AWC (Animal Weight Capacity)	740,100 pounds	1,527,300 pounds
Type of Operation	Gestation, farrowing, and gilts	Gestation, farrowing, and gilts

The plan declares that no changes have been made to the manure management plan. My concerns are listed below:

- The unincorporated village of Cartersville is about one mile from the field in Section 9 of Dougherty Township.
- Waterways cut across the fields in Section 9 in Dougherty Township.

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





# PUBLIC HEALTH

healthier together

**DATE:** February 6, 2025

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

**CC:** Michelle Rush, Assistant Zoning Administrator

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

**SUBJECT:** Manure Management Plan for Mike Kuhlemeier (East Site)

This report is to make you aware of concerns regarding a Manure Management Plan update received by this office from **Mike Kuhlemeier (East Site)** 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 confinement unit is located at **5121 Olive Avenue in Section 9 of Geneseo Township**. The swine operation is an existing operation that is not expanding. The operation consists of 5,000 hogs which will produce about 1,193,900 gallons of manure annually. The manure will be stored in below building pits. **The fields on which manure will be applied is unchanged from the previous year.** The manure application area consists of fourteen (14) fields totaling 1,307.42 acres. The application area includes fields in Sections 8, 9, 16, 17, 18, and 24 of Geneseo Township and Sections 28 and 34 of Bath Township. No changes have been made to the plan. The concerns with this plan are listed below:

- Rockwell city limits are adjacent to the manure application area in Section 9 and immediately diagonal to the application area in Section 16 of Geneseo Township.
- Linn Grove Campground, Linn Grove Golf Course, Rockwell Aquatic Center, West Fork School, Rockwell Chamber Acres, Linn Grove Cemetery and Sacred Heart Catholic Cemetery are within ¾ mile or less of the manure application area.
- Zeidler Park is about 1½ miles from the manure application area.
- East Branch Beaverdam Creek and its respective flood plain winds through the manure application area in Sections 9 and encroaches into the field in Section 16 of Geneseo Township.
- Beaverdam Creek and its corresponding flood plain are adjacent or encroach into the fields in Section 17 of Geneseo Township.
- There is a small waterway that abuts the north side of the field in Section 24 of Geneseo Township.
- Blazingstar Prairie is about ¾ mile from the two manure application areas in Bath Township.

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



# PUBLIC HEALTH

healthier together

**DATE:** February 7, 2025

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

**CC:** Michelle Rush, Assistant Zoning Administrator

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

**SUBJECT:** Manure Management Plan for Yale Sow/litter

This report is to make you aware of concerns regarding a Manure Management Plan update received by this office from **Yale Sow-litter** 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 concerns to forward to the Iowa Department of Natural Resources.

This operation is located at **1530 Yale Avenue, Klemme in Hancock County**.

	<b>Swine Operation</b>
Total Head	7,498
AUC (Animal Unit Capacity)	2,999.20
Type of Operation	Swine
Annual manure production	7,444,014 gallons

This is an existing operation that is not expanding. Manure will be applied to twenty-two (22) fields totaling 1,883.1 acres; the previous plan consisted of six (6) fields totaling 825.9 acres primarily in Hancock County. The "Year by Year" tables show that all the manure will be applied in Hancock County, however the field maps show one field in Cerro Gordo County. It is the same 326.2-acre field in Section 31 of Union Township that was on the previous plan.

My concerns are listed below:

- Union Hills Waterfowl Protection Area is about 1¾ miles east of the manure application area.
- There is a conflict in the plan between the field maps and the tables, so there is uncertainty on the accuracy of the plan.

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



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## Cerro Gordo County Board of Supervisors

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### Memorandum – 2025-02-10 IT Board Agenda items

To: Chris Watts, Casey Callanan and Carl Ginapp

From: Ken Bahls

CC: Tom Meyer, Michelle Rush

Please add the following item to the Board Agenda:

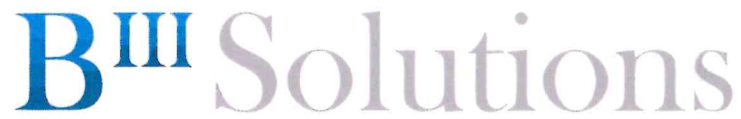
- Authorize the IT Director to sign the Statement of Work for the Finance rework from B Three Solutions for \$50,000
- Authorize the IT Director to accept the quote for our three year renewal of our end point security software (Sophos) for \$27,874.

#### **Rationale**

The B Three SOW continues the work B Three is providing to modernize the Finance application.

By renewing our Sophos early (May 2025) we save 12% or \$3,815. This is a required security expenditure.

Both are planned and budgeted expenses.



Business: Improvement, Integration, Intelligence

## **Statement of Work**

for

**Cerro Gordo County**

## **FY2025 Software Development Phase IV**

B-Three Solutions, Inc.  
555 Davidson Road, Suite 4  
Pittsburgh, PA 15239  
412.712.1000

January 31, 2025

## Overview

### Client

Cerro Gordo County

### Date

01-29-2025

### Team

Cerro Gordo County:

Ken Bahls

B-Three Solutions:

Jamie Schultz, TBD

### Description

This SOW covers Phase IV of the Claims Project application for Cerro Gordo County which aims to enhance and extend existing system functionalities. This phase includes the development and implementation of new modules, user interface improvements, and deployment activities.

## Executive Overview

Cerro Gordo County has identified a need to update their custom-built real estate software platform from the current PowerBuilder system to a modern .NET C# toolset that can be maintained with in-house developers. The county would like to improve the overall user experience with a modern UX design.

This SOW describes the effort to design and implement a "Finance Project Phase IV" for Cerro Gordo County.

Phase IV modules to be implemented:

- Payroll - Uncancel Payroll Warrants
- Payroll - Cancel Payroll Warrants
- Payroll - Auto Cancel Direct Deposit Pay Warrants
- Payroll - Warrant Reports - Payroll Warrant Inquiry
- Payroll - Warrant Reports - Undetailed Payroll Warrant Cancellation Report
- Payroll - Warrant Reports - Detailed Payroll Warrant Cancellation Report
- Finance - Warrants - Warrant Register
- Finance - Warrants - Uncancel Warrants
- Finance - Warrants - Cancel Warrants
- Finance - Warrant Reports - Pub. Listing
- Finance - Warrant Reports - Single Warr.
- Finance - Warrant Reports - Stamp Before/After
- Finance - Warrant Reports - Can. Stamped
- Finance - Warrant Reports - O/S Stamped
- Finance - Warrant Reports - All Stamped
- Finance - Warrant Reports - Voided
- Finance - Warrant Reports - Canceled
- Finance - Warrant Reports - O/S Det. - Dept
- Finance - Warrant Reports - O/S Det. - Fund

- Finance - Warrant Reports - Outstanding
- Finance - Warrant Reports - All Warrants
- Finance - Miscellaneous Cash Receipts Reports - Ext Aud Misc Cash Receipts - Fund
- Finance - Miscellaneous Cash Receipts Reports - External Auditor Misc Cash Receipts
- Finance - Miscellaneous Cash Receipts Reports - Accrual Misc Cash Receipts
- Finance - Miscellaneous Cash Receipts Reports - Misc Cash Receipts - By Date Range
- Finance - Miscellaneous Cash Receipts Reports - Misc Cash Receipts - Vendor
- Finance - Miscellaneous Cash Receipts - Void Miscellaneous Cash Receipts
- Finance - Miscellaneous Cash Receipts - Post Miscellaneous Cash Receipts
- Onboarding of Lawrence to support application development and contribute to the project's implementation
  - Setup Development Environment
    - Ensure Lawrence has access to the Git server and can successfully check out the repository.
    - Verify his ability to build and run the application locally.
  - System Overview & Documentation
    - Provide an overview of the system architecture, including key components and workflows.
    - Save relevant documentation to Confluence for future reference.
  - Gradual Task Assignment & Mentorship
    - Allow Lawrence time to gain insight into the application and development process.
    - Assign an initial task and provide support as needed.
  - Integration into Agile Workflow
    - Add Lawrence to the JIRA board for task tracking and collaboration.
    - Include him in SCRUM meetings and Sprints to ensure alignment with the team's workflow.

Phase IV Deliverables include:

Completion of Phase IV modules:

- Generation of database change scripts
- New database system that keeps PowerBuilder and New system intact
- Deployment plan and execution for stakeholders
- QA: Test Cases development and execution
- Iterative implementation based on stakeholder feedback
- Knowledge transfer sessions
- Ongoing design and development collaboration with IT Team

## Methodology

B-Three's development methodology is based on Agile principles, particularly Scrum, with a focus on collaboration and project management. Here's how each element fits into the methodology:

### Collaboration and Project Management Tools:

- **Jira:** Jira is a widely-used project management tool that allows teams to plan, track, and manage Agile projects. It's particularly well-suited for Scrum as it enables teams to create user stories, track sprint progress, and manage backlogs.
- **Confluence:** Confluence is a collaboration tool that allows teams to create, share, and collaborate on documents, plans, and ideas. It's often used alongside Jira to provide a centralized location for project documentation, meeting notes, and other important information.

### Procedures:

- **Planning Meetings:** These are meetings held at the beginning of each sprint where the team plans the work to be done. This includes selecting user stories from the backlog and breaking them down into tasks, estimating effort, and setting goals for the sprint.
- **Daily Scrums:** Also known as daily stand-ups, these are short meetings held every day to provide updates on progress, discuss any obstacles or challenges, and coordinate tasks for the day.
- **Periodic Stakeholder Scrums:** These are meetings held at regular intervals (e.g., at the end of each sprint) where stakeholders are invited to provide feedback, review progress, and discuss priorities for upcoming work.
- **Retrospectives:** At the end of each sprint, the team holds a retrospective meeting to reflect on what went well, what could be improved, and any actions that need to be taken to enhance the team's performance in the next sprint.

By following these procedures and utilizing collaboration and project management tools - like Jira and Confluence - the B-Three team can effectively plan, execute, and manage Agile projects, ensuring alignment with stakeholder expectations and continuous improvement in project delivery.

## Pricing

B-Three will work on an hourly rate for all support. The rates vary depending on the resource applied, but we typically utilize senior resources to manage and spec projects, after which the development is then passed on to intermediate resources.

Senior Resource:	\$125 / hour
Intermediate Resource:	\$110 / hour
Technical Resource:	\$105 / hour
QA Resource:	\$90 / hour

Project cost estimate: \$50,000.00

If this engagement requires additional effort beyond the cap maximum, B-Three will seek the proper authorization from Cerro Gordo County.

B-Three will invoice twice a month: Once on the 1<sup>st</sup> and then again on the 16<sup>th</sup>. The invoices will contain billable time for the prior 15 days and will be due net 30.



## **Terms and Conditions**

### **1. Representations and Warranties; Disclaimers and Exclusions**

- 1.1. For each party, entering into this Agreement does not violate the terms and conditions of any other contractual or legal obligations of that party.
- 1.2. The information which may be disclosed by one party to the other party throughout the course of the relationship between the parties, and the use of such information as contemplated by this Agreement, will not violate any trade secret right, trademark, service mark, patent, copyright or any other proprietary right of any third party protected by United States law.
- 1.3. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY TO THE OTHER PARTY REGARDING THE SUBJECT MATTER OF THIS AGREEMENT OR ANY MATERIALS PROVIDED OR DISCLOSED TO THE OTHER PARTY IN CONNECTION HERewith, EITHER EXPRESS, IMPLIED OR STATUTORY, OR ARISING BY COURSE OF CONDUCT OR PERFORMANCE, CUSTOM OR USAGE IN THE TRADE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
- 1.4. Except in connection with any breach by either party of its obligations under the pricing section of this agreement, neither party (nor its licensors) shall have any liability to the other party or any third party for any loss of business, loss of profits, loss of data, or computer malfunction, or any indirect, incidental, special, consequential or punitive damages, even if such party has been apprised of the possibility thereof.

### **2. Confidentiality**

- 2.1. Each party (the "receiving party") acknowledges that, during the term of this Agreement, it may receive proprietary information from the other party (the "disclosing party"). The receiving party shall not disclose, provide, or otherwise make available to any third party (including customers or potential customers) any proprietary information of the disclosing party without the disclosing party's prior written consent. The receiving party shall utilize such proprietary information solely for its internal business purposes on a need-to-know basis, to the limited extent necessary to effect the provisions and purposes of, and as expressly contemplated by, this Agreement, and for no other purpose. Each party will protect the proprietary information of the disclosing party with the same degree of care with which it protects its own confidential or proprietary information and, in any event, with a reasonable degree of care.
- 2.2. Notwithstanding the foregoing, each party understands that it may become familiar with the other party's services and/or products. Without limiting the obligations set forth above, each party shall not share or disclose any proprietary information or any other information learned about the other party with or to any individual or organization other than in accordance with the terms and conditions of this Agreement.



**3. Travel**

If travel outside the Pittsburgh area becomes necessary to the provision of services under this agreement, then all travel and lodging expenses will be billed in addition to the contracted price for services, using IRS-accepted rates.

**4. General Provisions**

**4.1. Entire Agreement.** This Agreement sets forth the entire understanding and agreement between B-Three Solutions and Cerro Gordo County. with respect to the subject matter hereof, and supersedes any prior understandings or agreements with respect to such subject matter whether written or oral. This Agreement may not be modified or amended except in writing signed by both parties, and no term may be waived except in writing signed by the party against whom the waiver is to be enforced. Any Addendum entered into by the parties referencing this Agreement shall be deemed, if and to the extent provided therein, to be an integral part of this Agreement.

**4.2. Non-solicitation.** The parties agree, during the term of this Agreement and for a period of 12 months following the expiration or termination of this Agreement, not to solicit for employment any current employee of the other party, without the other party's prior written consent.

B-Three Solutions seeks out individuals who combine technical expertise with people skills, and carry out their work responsibly. B-Three values its employees, and invests in them.

B-Three Solutions recognizes that there may be occasions when a B-Three Solutions employee fits so effectively into a client's work environment that the client considers offering that individual a position. In such a situation, B-Three Solutions must be compensated. The amount of the compensation will be 50% of the individual's first-year salary and bonus ("Compensation"). The first year shall be measured from the day the individual first begins his or her employment with Cerro Gordo County. and shall end on the one-year anniversary thereof. Compensation paid after that date, but for services rendered during the first year, shall be included in Compensation.

**4.3. Ownership.** B-Three Solutions will execute this project on a work-for-hire basis. Cerro Gordo County. will own the source code developed during the project, and Cerro Gordo County. will control all decisions about subsequent software updates.

**4.4. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, and it shall be enforced under the laws applied by the courts in such jurisdiction. Venue shall be in Cerro Gordo County. In the case of any litigation between the parties pertaining to this Agreement, the prevailing party's attorney's fees, and all associated costs, shall be paid by the other party.

**4.5. Non-assignment.** Neither party may assign or transfer any of its rights or obligations hereunder without the other party's prior written consent; provided, however, that assignment may be made in connection with any sale, merger or other change of control of such party. Notwithstanding the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties, their permitted successors and assigns.

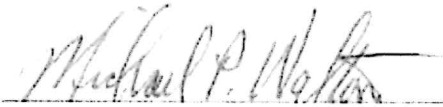
**4.6. Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart will be deemed to be an original instrument, but all such counterparts together will

constitute one agreement. To expedite the process of entering into this Agreement, the parties acknowledge that executed copies of this Agreement sent by facsimile will be equivalent to original documents until such time as original documents are completed, executed, and delivered.

- 4.7. **Non-waiver.** No failure of a party to enforce its rights under this Agreement will operate as a waiver of those rights. If any provision of this Agreement will be held invalid, illegal or unenforceable, such provision will be enforced to the maximum extent permitted by law and the parties' fundamental intentions hereunder, and the remaining provisions will not be affected or impaired.

**5. Exclusions**

B-Three Solutions is only providing those services and deliverables that are specified in this Agreement. All modifications or changes to any hardware and/or software required for the services and/or deliverables to perform as specified shall be at the sole cost and expense of the party requesting the services and/or deliverables. B-Three Solutions shall bear no cost or expense pertaining to any such modifications or changes necessary to make the work to be performed by B-Three Solutions operational. Only the items specified in this Agreement will be provided by B-Three Solutions. If additional work is required to make hardware or software items operational, all costs and expenses associated therewith shall be paid by the party contracting with B-Three Solutions. If any service, deliverable and/or specification is not expressly set forth in this Agreement, then the party contracting with B-Three Solutions shall execute a change order issued by B-Three Solutions on which such service, deliverable and/or specification is set forth. Should additional functionality for a deliverable be requested, then a change order issued by B-Three Solutions shall be executed by the parties setting forth such functionality. The parties acknowledge that any change order shall result in additional compensation to B-Three Solutions and that the change order shall include the additional amounts to be paid to B-Three Solutions for the items set forth on the change order.



\_\_\_\_\_  
Michael P. Walton  
President  
B-Three Solutions, Inc.

Jan 31, 2025

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ken Bahls  
Director of IT  
Cerro Gordo County

\_\_\_\_\_  
Date



Pricing Proposal  
Quotation #: 25700642  
Created On: 1/8/2025  
Valid Until: 3/31/2025

## IA-County of Cerro Gordo

### Ken Bahls

220 North Washington Ave  
Mason City, IA 50401  
United States  
Phone:  
Fax:  
Email: kbahls@cgcounty.org

## Inside Account Executive

### Joseph Ratner

290 Davidson Ave  
Somerset, NJ 08873  
Phone: 732-564-8504  
Fax:  
Email: joey\_ratner@shi.com

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All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Sophos Central Intercept X Advanced - 200-499 users - 36 Months - Renewal - Government Sophos - Part#: CIXA0U36AFRGAA Contract Name: OMNIA Partners - IT Solutions Contract #: 2018011-02 Serial #: L0004152729 Coverage Term: 6/1/2025 – 5/31/2028 Note: ESD	210	\$55.20	\$11,592.00
2 Sophos Central Intercept X Advanced for Server - 50-99 servers - 36 Months - Renewal - Government Sophos - Part#: CIXA0S36BDRGAA Contract Name: OMNIA Partners - IT Solutions Contract #: 2018011-02 Serial #: L0008283826 Coverage Term: 6/1/2025 – 5/31/2028 Note: ESD	65	\$128.40	\$8,346.00
3 Sophos Central Device Encryption - 50-99 clients - 36 Months - Renewal - GOV Sophos - Part#: CDEAAU36ADRGAA Contract Name: OMNIA Partners - IT Solutions Contract #: 2018011-02 Serial #: L0008123159 Coverage Term: 6/1/2025 – 5/31/2028 Note: ESD	50	\$25.60	\$1,280.00
4 Sophos Central Mobile Advanced - 50-99 users - 36 Months - Renewal - Government Sophos - Part#: CMOBAU36ADRGAA Contract Name: OMNIA Partners - IT Solutions Contract #: 2018011-02 Serial #: L0008123159 Coverage Term: 6/1/2025 – 5/31/2028 Note: ESD	80	\$83.20	\$6,656.00

Subtotal	\$27,874.00
Shipping	\$0.00
Total	\$27,874.00

#### Additional Comments

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Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*