

**Contractor's Application for Payment**

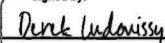
Joint Drainage District No. 1-31-86, Cerro Gordo,		Owner's Project No.:
Owner:	Hancock & Franklin Counties, Iowa	Engineer's Project No.: 0T7.134032
Engineer:	Bolton & Menk, Inc.	Agency's Project No.:
Contractor:	Ludovissy Enterprises	
Project:	Main Open Ditch Tree Removal	
Contract:		
Application No.:	1	Application Date: 03/04/25
Application Period:	From 01/08/25 to 03/03/25	

1. Original Contract Price	\$	160,200.00
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	160,200.00
4. Total Work completed and materials stored to date (Sum of Column H Unit Price Total and Column M Stored Materials)	\$	75,480.00
5. Retainage		
a. 10% X \$ 75,480.00 Work Completed	\$	7,548.00
b. X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	7,548.00
6. Amount eligible to date (Line 4 - Line 5.c)	\$	67,932.00
7. Less previous payments	\$	-
8. Amount due this application	\$	67,932.00

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Ludovissy Enterprises	
Signed by:	
Signature: 	Date: March 6, 2025
Name: Derek Ludovissy	Title: proprietor

<p><b>Recommended by Engineer</b></p> <p>By: </p> <p>Name: Tyler A. Conley, P.E.</p> <p>Title: Project Manager</p> <p>Date: March 6, 2025</p>	<p><b>Approved by Owner</b></p> <p>By: _____</p> <p>Name: Chris Watts</p> <p>Title: Board Chair</p> <p>Date: _____</p>
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Progress Estimate - Unit Price Work

Owner:	Joint Drainage District No. 1-31-86, Cerro Gordo, Hancock & Franklin Counties, Iowa	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	017.134032
Contractor:	Ludovissy Enterprises	Contractor's Project No.:	
Project:	Main Open Ditch Tree Removal	Agency's Project No.:	
Contract:			

Contractor's Application for Payment

Application No.:		1		Application Period:		From		01/08/25		to		03/03/25		Application Date:		03/04/25	
A	B	C	D	E	F	F1	F2	G	H	K	L						
		Contract Information															
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)						
Original Contract																	
101	Clearing and Grubbing	1.00	LS	100,800.00	100,800.00	-	-	0.60	60,480.00		40,320.00						
102	Seeding and Fertilizing, Open Ditch	84.00	STA	350.00	29,400.00	-	-	-	-		29,400.00						
103	Mobilization	1.00	LS	30,000.00	30,000.00	-	-	0.50	15,000.00		15,000.00						
Original Contract Totals					\$	160,200.00	\$	-	\$	75,480.00	\$	84,720.00					

Cerro Gordo County

To The Honorable Board of Supervisors  
Recapitulation

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

<u>Mileage</u>	<u>Fees</u>	<u>Miscellaneous*</u>
\$319.89	\$4,251.90	\$5,028.83

Total Civil & Miscellaneous Fees earned for February 2025-----\$9,600.62

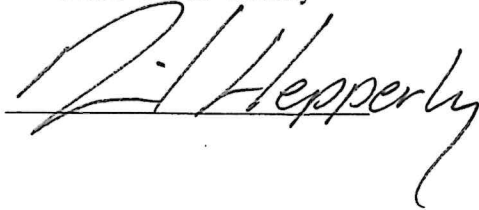
Miscellaneous\*

Credit Account No.

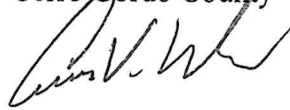
Purchasing Permit	50.00	001 4415 051 1060 1
Weapon Permit	1,460.00	001 4410 051 1060 1
Ins./Pub Record/Golf Cart	131.92	001 5040 051 1060 1
D. L. Printouts	0.00	001 5030 051 1060 1
Fingerprints & Dyn.	300.00	001 4420 051 1060 1
Offender Reg	160.00	001 4450 051 1060 1
Fees & Mileage	4,571.79	001 4400 051 1060 1
Room and Board	<u>2,926.91</u>	001 4440 053 1050 1
	\$9,600.62	

February 28, 2025 – Issued Check #8919 in the amount of \$9,600.62 to Cerro Gordo County Treasurer.

David Hepperly, Sheriff  
Cerro Gordo County



Adam Wedmore, Auditor  
Cerro Gordo County



**28E Agreement for Cerro Gordo County and Hancock County  
Collection of Delinquent Court Obligations**

WHEREAS Cerro Gordo County and Hancock County have elected to participate in the collection of delinquent court obligations on the county level, including collections under the County Attorney payment plan for driver's license reinstatement, under Iowa Code § 321.210B; and

WHEREAS each county has filed with the Clerk of Court for their respective county the required notice of full commitment to collect delinquent court debt for all cases assigned to that county for collection by the court, in accordance with Iowa Code § 602.8107(4); and

WHEREAS according to the 2020 Census, the population of Cerro Gordo County is 43,127 and the population of Hancock County is 10,795; and

WHEREAS, pursuant to Iowa Code § 602.8107(4)(c)(2)(d) and § 602.8107(4)(e)(2), an annual delinquent debt collection threshold of \$100,000.00 will apply to Cerro Gordo County and Hancock County under this 28E Agreement; and

WHEREAS Cerro Gordo County and Hancock County will each devote the appropriate administrative resources to comply with their obligations to collect delinquent court debt pursuant to Iowa Code § 602.8107 and Chapter 28E; and

WHEREAS the Board of Supervisors for each County has passed a Resolution approving this Agreement and authorizing their respective Chairpersons to execute this Agreement.

IT IS THEREFORE AGREED by and between Cerro Gordo County and Hancock County as follows:

- 1) Cerro Gordo County and Hancock County shall share and consolidate their delinquent court debt obligation collections, pursuant to Iowa Code § 602.8107(4)(e) and Iowa Code Chapter 28E.
- 2) Cerro Gordo County shall devote the necessary time of their County Attorney and the County Attorney's staff to collect delinquent court debt obligations for both Cerro Gordo County and Hancock County, pursuant to Iowa Code § 602.8107(4). This includes the use of Cerro Gordo

County License Reinstatement staff for preparation of documents and filings. The Hancock County Attorney's Office shall make any necessary court appearances in Hancock County.

- 3) Cerro Gordo County shall remain responsible for its entire collection participation for monies owed in Cerro Gordo County and will retain one hundred percent (100%) of income received in conjunction with money collected in Cerro Gordo County, Hancock County, and other counties.
- 4) Cerro Gordo County shall provide the necessary resources, including, but not limited to, computer equipment, computer software, postage, paper, envelopes, and other office supplies to collect delinquent court obligation.
- 5) For the fiscal year beginning July 1, 2025, the monies distributed to Hancock County pursuant to Iowa Code § 602.8107 shall be distributed ninety percent (90%) to Cerro Gordo County and ten percent (10%) to Hancock County. This distribution percentage shall remain the same for each and every year this agreement is in effect and can only be modified as described herein.
- 6) The County Attorneys and their respective staff members shall share information and resources which will facilitate the collection of delinquent financial obligations in the counties.
- 7) This Agreement shall become effective upon all parties hereto signing and shall be effective through June 30, 2030.
- 8) After that date, this Agreement shall automatically renew annually under the same terms and conditions, unless either county gives the other county written notice of termination of this Agreement no later than May 1 of the respective fiscal year.
- 9) If either county elects to terminate this Agreement pursuant to paragraph 8, then said county shall provide the other county and that county's County Attorney with written notice of said election to terminate this Agreement. Written notices shall be sent by certified mail.
- 10) If any terms or provisions of this Agreement shall be held to be invalid or unenforceable for any reason, then the remaining terms and provisions shall continue to remain in full force and effect. If a court finds that any term or provision of this Agreement is invalid or unenforceable, but that such term or provision could be limited and thereby considered valid and enforceable, then such term or provision shall be deemed to be written, construed, and enforced in accordance with said limitation.
- 11) This Agreement is the complete agreement between the parties. Any amendments to this agreement must be made in writing and must be approved by the Board of Supervisors for each County before going into effect. Any amendment shall also require the approval of the County Attorney for each County.

Entered into on this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

STATE OF IOWA, COUNTY OF CERRO GORDO, SS:

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a notary public in and for Cerro Gordo County, Iowa, personally appeared, \_\_\_\_\_, Chairman of the Board of Supervisors of Cerro Gordo County, Iowa, to me known to be the person named in and who executed the foregoing instrument and acknowledge that they executed the same as their voluntary act and deed and on behalf of Cerro Gordo County, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

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

STATE OF IOWA, COUNTY OF HANCOCK, SS:

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a notary public in and for Hancock County, Iowa, personally appeared, \_\_\_\_\_, Chairman of the Board of Supervisors of Hancock County, Iowa, to me known to be the person named in and who executed the foregoing instrument and acknowledge that they executed the same as their voluntary act and deed and on behalf of Hancock County, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa



# PUBLIC HEALTH

healthier together

**DATE:** March 3, 2025

**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 Gene Baker

This report is to make you aware of concerns regarding a Manure Management Plan Update received by this office from the **Gene Baker** 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 issues to forward to the Iowa Department of Natural Resources.

**The site is located at 7506 300<sup>th</sup> Street, Clear Lake in Section 19 of Lincoln Township.** The facility houses 2,450 hogs, equivalent to 980 AU (animal units). The confinement building is 101 feet by 201 feet. The operation will produce about 590,000 gallons of manure annually which will be stored in below building pits.

**The former plan included three fields totaling 363.8 acres for manure application. The new plan includes seven fields totaling 846 acres.** The fields are located in Sections 19 and 30 of Lincoln Township and Section 24 of Grant Township. My main concerns with the manure management plan are listed below:

- Donna Walker Nature Area is about ¾ mile from the manure application area.
- The city of Clear Lake is about two miles south of the manure application area.
- Oakridge 1<sup>st</sup> Addition and Oak Hills Country Estates subdivisions are about two miles south of the manure application area.
- Clear Lake Rearing Ponds Wildlife Management Area is about two miles south of the manure management area.
- Kingfisher Hollow is about 2½ miles east of the manure management area.
- Teal Basins Wildlife Management Area is about two miles west of the manure management area.

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