



Board of Supervisors Cerro Gordo County Courthouse

220 North Washington Avenue
Mason City, IA 50401-3254
<https://cerrogordo.gov/supervisors/>

Chris Watts
Casey M. Callanan
Carl M. Ginapp

CERRO GORDO COUNTY BOARD OF SUPERVISORS REGULAR SESSION

**MONDAY, MARCH 24, 2025
10:00 A.M. – BOARDROOM**

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- A. March 17, 2025 Board Staff Discussion
- B. March 17, 2025 Regular Session

PUBLIC COMMENT – Agenda Items Only

NEW BUSINESS

1. County Auditor - Claims
2. County Auditor – Payroll
3. County Auditor – Drainage
 - a. Consider agreement with Bolton & Menk to provide drainage district watchman services
 - b. Consider appointing a drainage engineer and attorney to review right-of-way easement application from Summit Carbon Solutions
4. County Auditor – Set Public Hearing for FY26 Proposed Property Tax Levy (March 31, 2025 at 10:15 a.m.)
5. County Auditor – Set Public Hearing for FY26 Proposed Budget (April 21, 2025 at 10:05 a.m.)
6. 10:10 a.m. Public Hearing – Change of Zone for Heitland
 - a. Resolution to Approve or Deny Change of Zone for Heitland
7. Consider Resolution Implementing Security Protocols in the Cerro Gordo County Courthouse
8. County Engineer –
9. Consider Reports from the Environmental Health Service Manager concerning the Manure Management Plan Update for Christensen Farms & Feedlots F117 #65151 and order that the report be forwarded to the Department of Natural Resources

CORRESPONDENCE & COMMUNICATION

ANNOUNCEMENTS

ADJOURNMENT

Next Resolution 2025-25

Posted: 03/21/25 at 10:00 a.m.

All times listed on the agenda, except the starting time, are tentative.

Cerro Gordo County strives to ensure that its programs and activities do not discriminate on the basis of race, color, national origin, sex, age, or disability. Persons requiring assistance, auxiliary aids or services, or accommodation because of a disability may contact the county's ADA coordinator at (641) 421-3075. If you are hearing impaired, call Relay Iowa TTY at 1-800-735-2942.

AGREEMENT FOR PROFESSIONAL WATCHPERSON SERVICES

2025 GENERAL ENGINEERING SERVICES

CERRO GORDO COUNTY, IOWA and BOLTON & MENK, INC.

This Agreement, made this 10th day of February, 2025, by and between CERRO GORDO COUNTY, IOWA, 220 N WASHINGTON AVE, MASON CITY, IA 50401, ("CLIENT"), and BOLTON & MENK, INC., 1609 US HWY 18 E, ALGONA, IOWA 50511, ("CONSULTANT").

WITNESS, whereas the CLIENT requires professional services in conjunction with 1) drainage district watchperson services and 2) various other project specific assignments or tasks; ("Project") and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

A. DISTRICT WATCHPERSON SERVICES

1. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit A.

B. PROJECT SPECIFIC SERVICES

1. Engineering and other professional services requested for specific project related studies, surveys, design, plan and specification preparation and construction administration may be authorized as Project Specific Services by separate Task Order or Addendum for each assignment and in connection with each proposed project (referred to as "Project" or "project") associated with that Task Order or Addendum. A sample Task Order form is attached at the end of this agreement.
2. Scope, schedule, and compensation for each Project Specific Services assignment shall be documented by a separate Task Order or Addendum and invoiced under a separate project or task number for each assignment. Upon acceptance of the Task Order or Addendum, the CONSULTANT agrees to preform the required services for the assignment.
3. Project Specific Services shall be compensated in accordance with Section III.A. and as expressly set forth in the applicable Task Order or Addendum for such Services.

C. ADDITIONAL SERVICES

1. Upon mutual agreement of the parties, professional services in addition to the Basic Services (the "Additional Services") may be authorized as described in Section IV.B, and when so authorized, shall be included with the Services to be provided under this Agreement.

SECTION II - THE CLIENT'S RESPONSIBILITIES

A. The CLIENT shall promptly compensate the CONSULTANT for the Services in accordance with Section III of this Agreement.

B. The CLIENT shall place any and all previously acquired information related to the Project in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but is not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.

- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.
- F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide any such services as may be required for completion of the Project described in this Agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit A.
- H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT at the rate of **\$95.00 per hour for the first 20 hours** of drainage district watchperson services performed each month.
2. The CLIENT will compensate the CONSULTANT in accordance with the Schedule of Fees for the time spent by CONSULTANT'S personnel in performance of the Services beyond 20 hours each month or as otherwise explicitly described in the Task Order or Addendum for the specific assignment.
3. The preceding Schedule of Fees shall apply for services provided through December 31, 2025. Hourly rates may be adjusted by CONSULTANT, in consultation with CLIENT, on an annual basis thereafter to reflect reasonable changes in its operating costs and other market factors. Adjusted rates will become effective on January 1st of each subsequent year, upon written acceptance by CLIENT.
4. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
5. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
6. Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.
7. Expenses required to complete the agreed scope of services or identified in this paragraph will be invoiced separately, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic

control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work.

B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for Services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for Services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend Services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for Services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred and the Services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to this Contract for a period of six years.

SECTION IV - GENERAL

A. STANDARD OF CARE

1. Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

1. In the event the CLIENT changes or is required to change the scope or duration of the project from that described in Exhibit A, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and Agreement will be revised in writing.

C. LIMITATION OF LIABILITY

1. Liability of CONSULTANT. CONSULTANT shall indemnify CLIENT from losses, damages, and judgments arising from third-party claims or actions relating to the Project only to the extent caused by the negligent acts, errors or omissions (whether in the performance of professional services or otherwise) of CONSULTANT or CONSULTANT'S officers, employees, or subconsultants occurring during the scope of CONSULTANT's work on the Project and provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property. CONSULTANT's obligation to indemnify the CLIENT and CLIENT's officers and employees harmless does not include a duty to defend. This indemnification shall not apply to third-party claims or

actions for consequential damages, lost revenues, increased expense, or lost profits, nor to any claim for punitive or exemplary damages.

1. Liability of CONSULTANT. For liability that does not arise out of professional acts, errors, or omissions, CONSULTANT shall indemnify and defend CLIENT from losses, damages, and judgments arising from third-party claims or actions relating to the Project only to the extent caused by the negligent acts of CONSULTANT or CONSULTANT'S officers, employees, or subconsultants occurring during the scope of CONSULTANT'S work on the Project and provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property. With respect to professional acts, errors and omissions in CONSULTANT'S professional services, CONSULTANT shall indemnify CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by a negligent act, error or omission of CONSULTANT or CONSULTANT'S officers, employees, or subconsultants, and in proportion to CONSULTANT'S actual fault as determined by a court of competent jurisdiction in a final non-appealable order or by the parties to this Agreement in a mutually agreed upon settlement agreement.
2. Liability of CLIENT. To the fullest extent permitted by law, CLIENT shall indemnify CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants. This indemnification shall not apply to third-party claims or actions for consequential damages, lost revenues, increased expense or lost profits, nor to any claim for punitive or exemplary damages.
3. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes. CLIENT waives all claims against individuals involved in the services provided under this Agreement and agrees to limit all claims to the CONSULTANT'S corporate entity.
4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability

coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.

3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium.

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST. Where provided by the CONSULTANT as part of Exhibit A or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES. It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any Contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that

use of such information may require substantial modification and independent verification by the CLIENT (or its designees).

2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third party use and adaptation or distribution is explicitly authorized by this Agreement.

H. REUSE OF DOCUMENTS

1. Drawings and specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including reports, plans, and specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.
2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY. CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT. This Agreement will remain in effect until December 31, 2025; or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

K. TERMINATION. This Agreement may be terminated:

1. For cause, by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by CONSULTANT, cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT'S services for more than 120 days for reasons beyond CONSULTANT'S cause or control; or,
2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. Notwithstanding, the foregoing, this Agreement will not terminate under paragraph IV.K if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.

4. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement. CONSULTANT shall deliver and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph IV. H.
5. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Paragraph IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination.

L. INDEPENDENT CONTRACTOR. Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

M. CONTINGENT FEE. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.**

O. ASSIGNMENT. Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

P. SURVIVAL. All obligations, representations and provisions made in or given in Section IV and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

Q. SEVERABILITY. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

R. CONTROLLING LAW. This Agreement is to be governed by the law of the State of Iowa and venued in courts of Iowa; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

S. DISPUTE RESOLUTION. CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or

exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

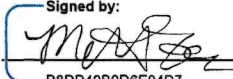
CLIENT

CERRO GORDO COUNTY, IOWA

By: _____
Name: _____
Title: _____
Date: _____

CONSULTANT

BOLTON & MENK, INC.

By:  _____
Name: Matt Ferrier, P.E.
Title: Principal Engineer
Date: February 13, 2025

ATTACHMENTS: Exhibit A – District Watchperson Services
Exhibit B – Sample Task Order Form
Schedule 1 – Schedule Of Fees

EXHIBIT A – DISTRICT WATCHPERSON SERVICES

2025 DRAINAGE DISTRICT ENGINEERING SERVICES

CERRO GORDO COUNTY, IOWA

I.A. BASIC SERVICES

For purposes of Section I.A of this Agreement, Basic Services to be provided by the CONSULTANT are as follows:

1. CONSULTANT shall make staff available to CLIENT for on-site drainage district review requests. When requested, unmanned aerial vehicle (UAV) imagery will be obtained to aid in documentation and evaluation of the existing conditions.
2. CONSULTANT shall review the existing conditions, historical records, plans, profiles, and other relevant documents.
3. CONSULTANT shall submit a written report to the CLIENT identifying our findings and recommended course of action if any. As requested by CLIENT, CONSULTANT shall attend Board of Supervisor meetings, and other meetings to present and discuss the findings of the report.
4. CONSULTANT shall advise and provide engineering services to CLIENT staff and Board Members acting as Drainage District Trustees for drainage district engineering matters in which the County and/or Auditor's Office becomes involved.
5. Upon request by CLIENT staff, CONSULTANT shall review on-site drainage district issues, historical records, plans, profiles, and other documents for conformance with Iowa Drainage Law.
6. Other specific assigned duties of CONSULTANT under this Agreement.

**EXHIBIT B – SAMPLE TASK ORDER FORM
CERRO GORDO COUNTY, IOWA AND BOLTON & MENK, INC.
TASK ORDER TO AGREEMENT FOR DISTRICT WATCHPERSON SERVICES**

TASK ORDER NO: Sample Number

CLIENT: Cerro Gordo County Drainage District No. XX

CONSULTANT: Bolton & Menk, Inc.

DATE OF THIS TASK ORDER: Sample Date

DATE OF MASTER AGREEMENT FOR PROFESSIONAL SERVICES: February 10, 2025

Whereas, CLIENT and CONSULTANT entered into a Master Agreement for Professional Services ("Master Agreement") as dated above; and CONSULTANT agrees to perform and complete the following Services for CLIENT in accordance with this Task Order and the terms and conditions of the Master Agreement. CLIENT and CONSULTANT agree as follows:

1.0 Scope of Services:

CONSULTANT shall perform the Services listed below or in the attached Exhibit A. All terms and conditions of the Master Agreement are incorporated by reference in this Task Order, except as explicitly modified in writing herein.

2.0 Fees:

CLIENT shall pay CONSULTANT in accordance with Section III of the Master Agreement and as follows:
Sample Fee Arrangement Description

3.0 Schedule:

Schedule for performance of Services will be as follows or as set forth in attached Exhibit A, such that all services will be completed by Sample Date.

4.0 Deliverables

Deliverables will be as follows or as set forth in the attached Exhibit A.

5.0 Term

In the event that the Schedule for this Task Order extends beyond the term of the Master Agreement, either intentionally or unintentionally by Task Order Scope or by Task Order extension, then this Task Order shall operate to extend the Master Agreement through the completion of CONSULTANT'S obligations under this Task Order or until a new Master Agreement is executed incorporating this Task Order.

6.0 Other Matters

Sample Other Matters Description

7.0 Project Managers

Project managers and contact information for the CLIENT and CONSULTANT for this Task Order, if different than the Master Agreement, are as follows:

CLIENT:

Client Project Manager Name

220 N Washington Avenue

Mason City, Iowa 50401

Office Phone: 641-421-3034

Email: *Client Project Manager Email*

BOLTON & MENK, INC.

Tyler A. Conley, P.E.

1609 US Highway 18

Algona, Iowa 50511

Office Phone: 515-395-3140

Email: tyler.conley@bolton-menk.com

CLIENT: CERRO GORDO COUNTY, IOWA

CONSULTANT: BOLTON & MENK, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: Tyler A. Conley, P.E.

Title: _____

Title: Project Manager

ATTACHMENTS TO THIS TASK ORDER: *Sample Attachment*

2025 SCHEDULE OF FEES

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2025. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. For projects with typical expenses and unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond typical project expenses, non-routine expenses, and expenses beyond the agreed scope of services, such as out of town travel expenses, long travel distances, large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	2025 Hourly Billing
Graduate Engineer	\$125-185
Design Engineer	\$125-196
Project Engineer	\$145-215
Senior Project Engineer	\$160-215
Project Manager	\$135-240
Senior Project Manager	\$188-273
Architect	\$186-267
Planner	\$125-168
Senior Planner	\$170-228
Landscape Designer	\$98-196
Landscape Architect	\$148-176
Senior Landscape Architect	\$160-268
Survey Technician ¹	\$90-196
Graduate Surveyor	\$122-190
Licensed Project Surveyor	\$180-225
Technician	\$75-182
Senior Technician	\$125-212
Administrative/Corporate Specialists	\$68-175
Specialist*	\$100-230
Practice Expert**	\$145-363
Principal**	\$175-316
Senior Principal**	\$218-333
GPS/Robotic Survey Equipment ¹	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for survey technicians.

*Specialized role not classified above otherwise.

**Highly specialized and industry expertise unique to the market or area of discipline.

EXHIBIT A – DISTRICT WATCHPERSON SERVICES

2025 DRAINAGE DISTRICT ENGINEERING SERVICES

CERRO GORDO COUNTY, IOWA

I.A. BASIC SERVICES

For purposes of Section I.A of this Agreement, Basic Services to be provided by the CONSULTANT are as follows:

1. CONSULTANT shall make staff available to CLIENT for on-site drainage district review requests. When requested, unmanned aerial vehicle (UAV) imagery will be obtained to aid in documentation and evaluation of the existing conditions.
2. CONSULTANT shall review the existing conditions, historical records, plans, profiles, and other relevant documents.
3. CONSULTANT shall submit a written report to the CLIENT identifying our findings and recommended course of action if any. As requested by CLIENT, CONSULTANT shall attend Board of Supervisor meetings, and other meetings to present and discuss the findings of the report.
4. CONSULTANT shall advise and provide engineering services to CLIENT staff and Board Members acting as Drainage District Trustees for drainage district engineering matters in which the County and/or Auditor's Office becomes involved.
5. Upon request by CLIENT staff, CONSULTANT shall review on-site drainage district issues, historical records, plans, profiles, and other documents for conformance with Iowa Drainage Law.
6. Other specific assigned duties of CONSULTANT under this Agreement.

**EXHIBIT B – SAMPLE TASK ORDER FORM
CERRO GORDO COUNTY, IOWA AND BOLTON & MENK, INC.
TASK ORDER TO AGREEMENT FOR DISTRICT WATCHPERSON SERVICES**

TASK ORDER NO: Sample Number

CLIENT: Cerro Gordo County Drainage District No. XX

CONSULTANT: Bolton & Menk, Inc.

DATE OF THIS TASK ORDER: Sample Date

DATE OF MASTER AGREEMENT FOR PROFESSIONAL SERVICES: February 10, 2025

Whereas, CLIENT and CONSULTANT entered into a Master Agreement for Professional Services ("Master Agreement") as dated above; and CONSULTANT agrees to perform and complete the following Services for CLIENT in accordance with this Task Order and the terms and conditions of the Master Agreement. CLIENT and CONSULTANT agree as follows:

1.0 Scope of Services:

CONSULTANT shall perform the Services listed below or in the attached Exhibit A. All terms and conditions of the Master Agreement are incorporated by reference in this Task Order, except as explicitly modified in writing herein.

2.0 Fees:

CLIENT shall pay CONSULTANT in accordance with Section III of the Master Agreement and as follows:
Sample Fee Arrangement Description

3.0 Schedule:

Schedule for performance of Services will be as follows or as set forth in attached Exhibit A, such that all services will be completed by Sample Date.

4.0 Deliverables

Deliverables will be as follows or as set forth in the attached Exhibit A.

5.0 Term

In the event that the Schedule for this Task Order extends beyond the term of the Master Agreement, either intentionally or unintentionally by Task Order Scope or by Task Order extension, then this Task Order shall operate to extend the Master Agreement through the completion of CONSULTANT'S obligations under this Task Order or until a new Master Agreement is executed incorporating this Task Order.

6.0 Other Matters

Sample Other Matters Description

7.0 Project Managers

Project managers and contact information for the CLIENT and CONSULTANT for this Task Order, if different than the Master Agreement, are as follows:

CLIENT:

Client Project Manager Name
220 N Washington Avenue
Mason City, Iowa 50401
Office Phone: 641-421-3034
Email: *Client Project Manager Email*

BOLTON & MENK, INC.

Tyler A. Conley, P.E.
1609 US Highway 18
Algona, Iowa 50511
Office Phone: 515-395-3140
Email: tyler.conley@bolton-menk.com

CLIENT: CERRO GORDO COUNTY, IOWA

CONSULTANT: BOLTON & MENK, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: Tyler A. Conley, P.E.

Title: _____

Title: Project Manager

ATTACHMENTS TO THIS TASK ORDER: *Sample Attachment*

2025 SCHEDULE OF FEES

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2025. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. For projects with typical expenses and unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond typical project expenses, non-routine expenses, and expenses beyond the agreed scope of services, such as out of town travel expenses, long travel distances, large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

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Architect	\$186-267
Planner	\$125-168
Senior Planner	\$170-228
Landscape Designer	\$98-196
Landscape Architect	\$148-176
Senior Landscape Architect	\$160-268
Survey Technician [†]	\$90-196
Graduate Surveyor	\$122-190
Licensed Project Surveyor	\$180-225
Technician	\$75-182
Senior Technician	\$125-212
Administrative/Corporate Specialists	\$68-175
Specialist*	\$100-230
Practice Expert**	\$145-363
Principal**	\$175-316
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Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

[†] No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for survey technicians.

*Specialized role not classified above otherwise.

**Highly specialized and industry expertise unique to the market or area of discipline.

February 1, 2023

Ms. Lori Ginapp, Drainage Clerk
Cerro Gordo County
17724 Lark Avenue
Mason City, IA 50401

RE: APPLICATION FOR EASEMENT THROUGH DRAINAGE DISTRICT RIGHT-OF-WAY

ID: NEP-DRA-TKL-0001-0-IACE_etal_Drainage District Application 20230201

Dear Ms. Ginapp:

TurnKey Logistics, LLC (TurnKey) has been authorized by SCS Carbon Transport LLC (Summit) to act on its behalf to acquire permits, approvals, and agreements for the Summit Carbon Solutions Pipeline Project. TurnKey is pleased to submit the following documents relating to the Pipeline Project.

- Cerro Gordo County Drainage District Carbon Capture Pipeline Route Crossing Map
- Fourteen (14) Cerro Gordo County Applications for Easement Through Drainage ROW for the following districts:
 - 107, 30, 6, 97, 21, 19, 23, 129, 22, 120, 63, 62, 68, 71
- Power of Attorney Authorization for TurnKey to act on behalf of Summit.

Summit is proposing to install a steel pipeline that will convey carbon dioxide, a non- flammable material, through several county drainage districts, as listed in the attached Drainage District Carbon Capture Pipeline Route crossing map.

We appreciate your efforts to process these applications and execute the Easement Applications. I will be your point of contact with respect to permitting, approvals and agreements. Please do not hesitate to contact me at 570-493-0100 or doug.bergold@tkl360.com with any questions or if you require additional information. All permits, agreements and documentation related to this request may be emailed to me or mailed to 6340 N. Eldridge Parkway, Suite N #441, Houston, TX 77041.

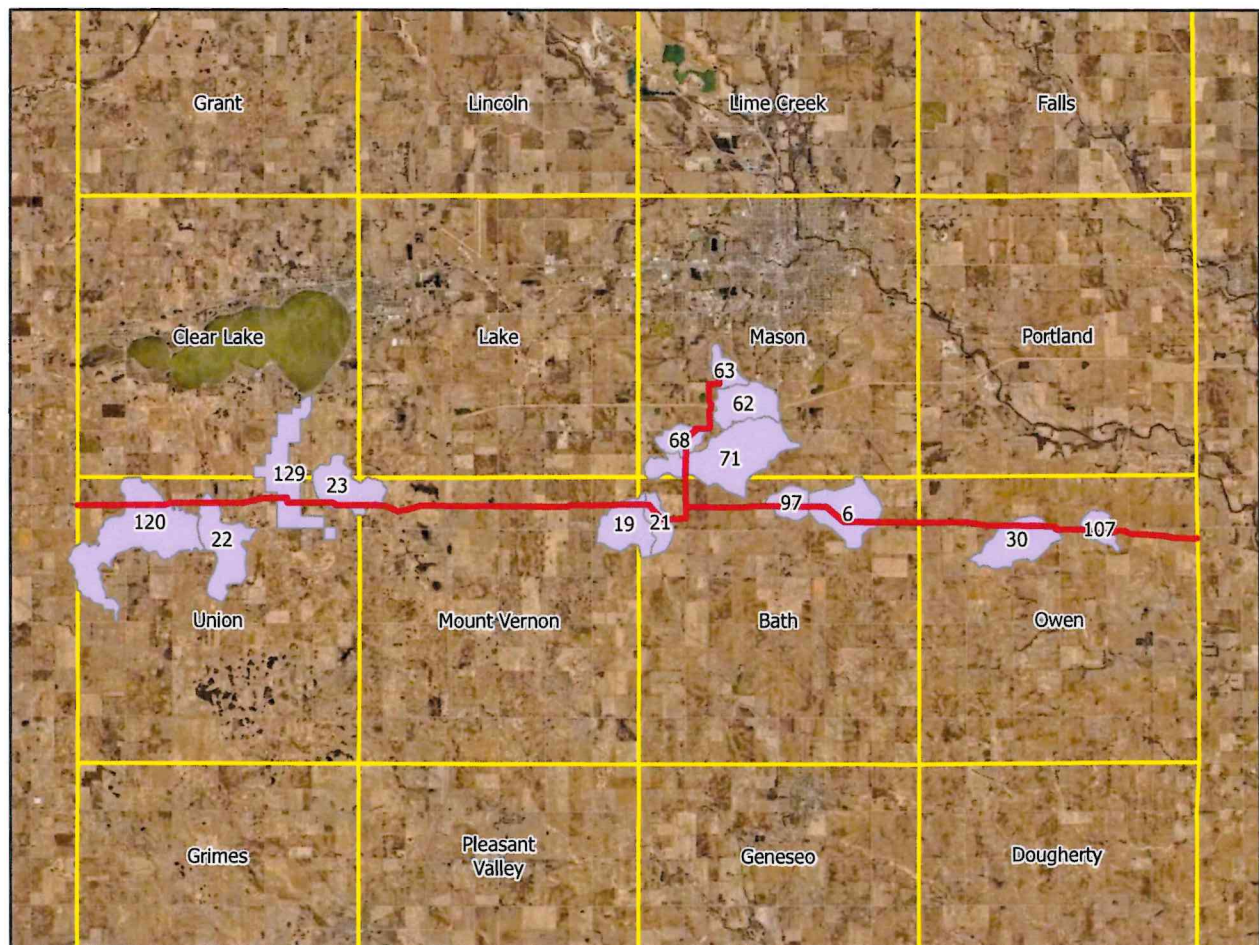
Thank you for your time and consideration.

Respectfully Submitted:



Douglas B. Bergold
Relationship Manager
TurnKey Logistics, LLC
Cell: 570-493-0100
Email: doug.bergold@tkl360.com
Web: TurnKeyLogistics.net

Carbon Capture Pipeline Route



This map created in the GIS Office of
the Cerro Gordo County (Iowa) Auditor.
Last updated on: January 7, 2023

0 2.25 4.5 9 Miles



Cerro Gordo County,
Iowa

Application for Easement Through Drainage District Right-of-Way

Pursuant to Iowa Code §468.186, the following "Applicant" hereby submits this Application to the Cerro Gordo County, Iowa Board of Supervisors (as drainage district Trustees) for permission and easement rights to construct, improve or maintain a Project (as described below) on, over, across, or beneath the right-of-way of certain drainage districts in Cerro Gordo County.

I. Applicant Information

Full Legal Name: SCS Carbon Transport LLC
State of Incorporation: Delaware
Federal I.D. No. /SSN: 85-3626168
Address: 2321 North Loop Drive, Suite #221
Ames, IA 50010

Contact Person: Doug Bergold
Title: Owner's Agent, TurnKey Logistics
Address: 6340 N. Eldridge Parkway, Suite N #441
Houston, Texas 77041

Phone: 570-493-0100
Email: doug.bergold@tkl360.com

II. Project Information

Check one: ☒ pipeline ☐ electric transmission line ☐ underground utility ☐ other

Describe the proposed "Project" (Applicant is to submit detailed maps):

Installation of a carbon dioxide pipeline.

Drainage District Facilities to be crossed:

Drainage tiles

Proposed Commencement Date: August 2023
Estimated Construction Period: August 2024
Affected Drainage District (s): 107

In submitting this Application, Applicant acknowledges its receipt of the attached Procedures and Conditions for Construction in Cerro Gordo County Drainage Districts Right-of-Way (the "Procedures"), which Procedures shall be incorporated into any Easement granted to Applicant.

Dated this 1st day of February, 2023.

Applicant



By Doug Bergold, TurnKey Logistics, Owner's Agent
(Print Name and Title)

For County Use Only

<u>Action</u>	<u>Date Completed</u>
<input type="checkbox"/> Application reviewed by Drainage Engineer	_____
<input type="checkbox"/> Confirmation of affected Drainage Districts	_____
<input type="checkbox"/> Drainage District Maps provided to Applicant	_____
<input type="checkbox"/> Final project plans submitted	_____
<input type="checkbox"/> Drainage Engineer approval	_____
<input type="checkbox"/> Board of Supervisors approval	_____
<input type="checkbox"/> Easement through Drainage District Issued	_____

Cerro Gordo County,
Iowa

Application for Easement Through Drainage District Right-of-Way

Pursuant to Iowa Code §468.186, the following "Applicant" hereby submits this Application to the Cerro Gordo County, Iowa Board of Supervisors (as drainage district Trustees) for permission and easement rights to construct, improve or maintain a Project (as described below) on, over, across, or beneath the right-of-way of certain drainage districts in Cerro Gordo County.

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Title: Owner's Agent, TurnKey Logistics
Address: 6340 N. Eldridge Parkway, Suite N #441
Houston, Texas 77041
Phone: 570-493-0100
Email: doug.bergold@tkl360.com

II. Project Information

Check one: ☒ pipeline ☐ electric transmission line ☐ underground utility ☐ other

Describe the proposed "Project" (Applicant is to submit detailed maps):

Installation of a carbon dioxide pipeline.

Drainage District Facilities to be crossed:

Drainage tiles

Proposed Commencement Date: August 2023
Estimated Construction Period: August 2024
Affected Drainage District (s): 30

In submitting this Application, Applicant acknowledges its receipt of the attached Procedures and Conditions for Construction in Cerro Gordo County Drainage Districts Right-of-Way (the "Procedures"), which Procedures shall be incorporated into any Easement granted to Applicant.

Dated this 1st day of February, 2023.

Applicant



By Doug Bergold, TurnKey Logistics, Owner's Agent
(Print Name and Title)

For County Use Only

<u>Action</u>	<u>Date Completed</u>
<input type="checkbox"/> Application reviewed by Drainage Engineer	_____
<input type="checkbox"/> Confirmation of affected Drainage Districts	_____
<input type="checkbox"/> Drainage District Maps provided to Applicant	_____
<input type="checkbox"/> Final project plans submitted	_____
<input type="checkbox"/> Drainage Engineer approval	_____
<input type="checkbox"/> Board of Supervisors approval	_____
<input type="checkbox"/> Easement through Drainage District Issued	_____

Cerro Gordo County,
Iowa

Application for Easement Through Drainage District Right-of-Way

Pursuant to Iowa Code §468.186, the following "Applicant" hereby submits this Application to the Cerro Gordo County, Iowa Board of Supervisors (as drainage district Trustees) for permission and easement rights to construct, improve or maintain a Project (as described below) on, over, across, or beneath the right-of-way of certain drainage districts in Cerro Gordo County.

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Title: Owner's Agent, TurnKey Logistics
Address: 6340 N. Eldridge Parkway, Suite N #441
Houston, Texas 77041

Phone: 570-493-0100
Email: doug.bergold@tkl360.com

II. Project Information

Check one: ☒ pipeline ☐ electric transmission line ☐ underground utility ☐ other

Describe the proposed "Project" (Applicant is to submit detailed maps):

Installation of a carbon dioxide pipeline.

Drainage District Facilities to be crossed:

Drainage tiles

Proposed Commencement Date: August 2023
Estimated Construction Period: August 2024
Affected Drainage District (s): 6

In submitting this Application, Applicant acknowledges its receipt of the attached Procedures and Conditions for Construction in Cerro Gordo County Drainage Districts Right-of-Way (the "Procedures"), which Procedures shall be incorporated into any Easement granted to Applicant.

Dated this 1st day of February, 2023.

Applicant



By Doug Bergold, TurnKey Logistics, Owner's Agent
(Print Name and Title)

For County Use Only

<u>Action</u>	<u>Date Completed</u>
<input type="checkbox"/> Application reviewed by Drainage Engineer	_____
<input type="checkbox"/> Confirmation of affected Drainage Districts	_____
<input type="checkbox"/> Drainage District Maps provided to Applicant	_____
<input type="checkbox"/> Final project plans submitted	_____
<input type="checkbox"/> Drainage Engineer approval	_____
<input type="checkbox"/> Board of Supervisors approval	_____
<input type="checkbox"/> Easement through Drainage District Issued	_____

Cerro Gordo County,
Iowa

Application for Easement Through Drainage District Right-of-Way

Pursuant to Iowa Code §468.186, the following "*Applicant*" hereby submits this Application to the Cerro Gordo County, Iowa Board of Supervisors (as drainage district Trustees) for permission and easement rights to construct, improve or maintain a Project (as described below) on, over, across, or beneath the right-of-way of certain drainage districts in Cerro Gordo County.

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Title: Owner's Agent, TurnKey Logistics
Address: 6340 N. Eldridge Parkway, Suite N #441
Houston, Texas 77041
Phone: 570-493-0100
Email: doug.bergold@tkl360.com

II. Project Information

Check one: ☒ pipeline ☐ electric transmission line ☐ underground utility ☐ other

Describe the proposed "*Project*" (Applicant is to submit detailed maps):

Installation of a carbon dioxide pipeline.

Drainage District Facilities to be crossed:

Drainage tiles

Proposed Commencement Date: August 2023
Estimated Construction Period: August 2024
Affected Drainage District (s): 97

In submitting this Application, Applicant acknowledges its receipt of the attached Procedures and Conditions for Construction in Cerro Gordo County Drainage Districts Right-of-Way (the "Procedures"), which Procedures shall be incorporated into any Easement granted to Applicant.

Dated this 1st day of February, 2023.

Applicant



By Doug Bergold, TurnKey Logistics, Owner's Agent
(Print Name and Title)

For County Use Only

<u>Action</u>	<u>Date Completed</u>
<input type="checkbox"/> Application reviewed by Drainage Engineer	_____
<input type="checkbox"/> Confirmation of affected Drainage Districts	_____
<input type="checkbox"/> Drainage District Maps provided to Applicant	_____
<input type="checkbox"/> Final project plans submitted	_____
<input type="checkbox"/> Drainage Engineer approval	_____
<input type="checkbox"/> Board of Supervisors approval	_____
<input type="checkbox"/> Easement through Drainage District Issued	_____

Cerro Gordo County,
Iowa

Application for Easement Through Drainage District Right-of-Way

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Address: 6340 N. Eldridge Parkway, Suite N #441
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Phone: 570-493-0100
Email: doug.bergold@tkl360.com

II. Project Information

Check one: ☒ pipeline ☐ electric transmission line ☐ underground utility ☐ other

Describe the proposed "Project" (Applicant is to submit detailed maps):

Installation of a carbon dioxide pipeline.

Drainage District Facilities to be crossed:

Drainage tiles

Proposed Commencement Date: August 2023
Estimated Construction Period: August 2024
Affected Drainage District (s): 21

In submitting this Application, Applicant acknowledges its receipt of the attached Procedures and Conditions for Construction in Cerro Gordo County Drainage Districts Right-of-Way (the "Procedures"), which Procedures shall be incorporated into any Easement granted to Applicant.

Dated this 1st day of February, 2023.

Applicant



By Doug Bergold, TurnKey Logistics, Owner's Agent
(Print Name and Title)

For County Use Only

<u>Action</u>	<u>Date Completed</u>
<input type="checkbox"/> Application reviewed by Drainage Engineer	_____
<input type="checkbox"/> Confirmation of affected Drainage Districts	_____
<input type="checkbox"/> Drainage District Maps provided to Applicant	_____
<input type="checkbox"/> Final project plans submitted	_____
<input type="checkbox"/> Drainage Engineer approval	_____
<input type="checkbox"/> Board of Supervisors approval	_____
<input type="checkbox"/> Easement through Drainage District Issued	_____

Cerro Gordo County,
Iowa

Application for Easement Through Drainage District Right-of-Way

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Title: Owner's Agent, TurnKey Logistics
Address: 6340 N. Eldridge Parkway, Suite N #441
Houston, Texas 77041

Phone: 570-493-0100
Email: doug.bergold@tkl360.com

II. Project Information

Check one: ☒ pipeline ☐ electric transmission line ☐ underground utility ☐ other

Describe the proposed "Project" (Applicant is to submit detailed maps):

Installation of a carbon dioxide pipeline.

Drainage District Facilities to be crossed:

Drainage tiles

Proposed Commencement Date: August 2023
Estimated Construction Period: August 2024
Affected Drainage District (s): 19

In submitting this Application, Applicant acknowledges its receipt of the attached Procedures and Conditions for Construction in Cerro Gordo County Drainage Districts Right-of-Way (the "Procedures"), which Procedures shall be incorporated into any Easement granted to Applicant.

Dated this 1st day of February, 2023.

Applicant



By Doug Bergold, TurnKey Logistics, Owner's Agent
(Print Name and Title)

For County Use Only

<u>Action</u>	<u>Date Completed</u>
<input type="checkbox"/> Application reviewed by Drainage Engineer	_____
<input type="checkbox"/> Confirmation of affected Drainage Districts	_____
<input type="checkbox"/> Drainage District Maps provided to Applicant	_____
<input type="checkbox"/> Final project plans submitted	_____
<input type="checkbox"/> Drainage Engineer approval	_____
<input type="checkbox"/> Board of Supervisors approval	_____
<input type="checkbox"/> Easement through Drainage District Issued	_____

Cerro Gordo County,
Iowa

Application for Easement Through Drainage District Right-of-Way

Pursuant to Iowa Code §468.186, the following "Applicant" hereby submits this Application to the Cerro Gordo County, Iowa Board of Supervisors (as drainage district Trustees) for permission and easement rights to construct, improve or maintain a Project (as described below) on, over, across, or beneath the right-of-way of certain drainage districts in Cerro Gordo County.

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Email: doug.bergold@tkl360.com

II. Project Information

Check one: ☒ pipeline ☐ electric transmission line ☐ underground utility ☐ other

Describe the proposed "Project" (Applicant is to submit detailed maps):

Installation of a carbon dioxide pipeline.

Drainage District Facilities to be crossed:

Drainage tiles

Proposed Commencement Date: August 2023
Estimated Construction Period: August 2024
Affected Drainage District (s): 23

In submitting this Application, Applicant acknowledges its receipt of the attached Procedures and Conditions for Construction in Cerro Gordo County Drainage Districts Right-of-Way (the "Procedures"), which Procedures shall be incorporated into any Easement granted to Applicant.

Dated this 1st day of February, 2023.

Applicant



By Doug Bergold, TurnKey Logistics, Owner's Agent
(Print Name and Title)

For County Use Only

<u>Action</u>	<u>Date Completed</u>
<input type="checkbox"/> Application reviewed by Drainage Engineer	_____
<input type="checkbox"/> Confirmation of affected Drainage Districts	_____
<input type="checkbox"/> Drainage District Maps provided to Applicant	_____
<input type="checkbox"/> Final project plans submitted	_____
<input type="checkbox"/> Drainage Engineer approval	_____
<input type="checkbox"/> Board of Supervisors approval	_____
<input type="checkbox"/> Easement through Drainage District Issued	_____

Cerro Gordo County,
Iowa

Application for Easement Through Drainage District Right-of-Way

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Title: Owner's Agent, TurnKey Logistics
Address: 6340 N. Eldridge Parkway, Suite N #441
Houston, Texas 77041
Phone: 570-493-0100
Email: doug.bergold@tkl360.com

II. Project Information

Check one: ☒ pipeline ☐ electric transmission line ☐ underground utility ☐ other

Describe the proposed "Project" (Applicant is to submit detailed maps):

Installation of a carbon dioxide pipeline.

Drainage District Facilities to be crossed:

Drainage tiles

Proposed Commencement Date: August 2023
Estimated Construction Period: August 2024
Affected Drainage District (s): 129

In submitting this Application, Applicant acknowledges its receipt of the attached Procedures and Conditions for Construction in Cerro Gordo County Drainage Districts Right-of-Way (the "Procedures"), which Procedures shall be incorporated into any Easement granted to Applicant.

Dated this 1st day of February, 2023.

Applicant



By Doug Bergold, TurnKey Logistics, Owner's Agent
(Print Name and Title)

For County Use Only

<u>Action</u>	<u>Date Completed</u>
<input type="checkbox"/> Application reviewed by Drainage Engineer	_____
<input type="checkbox"/> Confirmation of affected Drainage Districts	_____
<input type="checkbox"/> Drainage District Maps provided to Applicant	_____
<input type="checkbox"/> Final project plans submitted	_____
<input type="checkbox"/> Drainage Engineer approval	_____
<input type="checkbox"/> Board of Supervisors approval	_____
<input type="checkbox"/> Easement through Drainage District Issued	_____

Cerro Gordo County,
Iowa

Application for Easement Through Drainage District Right-of-Way

Pursuant to Iowa Code §468.186, the following "Applicant" hereby submits this Application to the Cerro Gordo County, Iowa Board of Supervisors (as drainage district Trustees) for permission and easement rights to construct, improve or maintain a Project (as described below) on, over, across, or beneath the right-of-way of certain drainage districts in Cerro Gordo County.

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II. Project Information

Check one: ☒ pipeline ☐ electric transmission line ☐ underground utility ☐ other

Describe the proposed "Project" (Applicant is to submit detailed maps):

Installation of a carbon dioxide pipeline.

Drainage District Facilities to be crossed:

Drainage tiles

Proposed Commencement Date: August 2023
Estimated Construction Period: August 2024
Affected Drainage District (s): 22

In submitting this Application, Applicant acknowledges its receipt of the attached Procedures and Conditions for Construction in Cerro Gordo County Drainage Districts Right-of-Way (the "Procedures"), which Procedures shall be incorporated into any Easement granted to Applicant.

Dated this 1st day of February, 2023.

Applicant



By Doug Bergold, TurnKey Logistics, Owner's Agent
(Print Name and Title)

For County Use Only

<u>Action</u>	<u>Date Completed</u>
<input type="checkbox"/> Application reviewed by Drainage Engineer	_____
<input type="checkbox"/> Confirmation of affected Drainage Districts	_____
<input type="checkbox"/> Drainage District Maps provided to Applicant	_____
<input type="checkbox"/> Final project plans submitted	_____
<input type="checkbox"/> Drainage Engineer approval	_____
<input type="checkbox"/> Board of Supervisors approval	_____
<input type="checkbox"/> Easement through Drainage District Issued	_____

Cerro Gordo County,
Iowa

Application for Easement Through Drainage District Right-of-Way

Pursuant to Iowa Code §468.186, the following "Applicant" hereby submits this Application to the Cerro Gordo County, Iowa Board of Supervisors (as drainage district Trustees) for permission and easement rights to construct, improve or maintain a Project (as described below) on, over, across, or beneath the right-of-way of certain drainage districts in Cerro Gordo County.

I. Applicant Information

Full Legal Name: SCS Carbon Transport LLC
State of Incorporation: Delaware
Federal I.D. No. /SSN: 85-3626168
Address: 2321 North Loop Drive, Suite #221
Ames, IA 50010

Contact Person: Doug Bergold
Title: Owner's Agent, TurnKey Logistics
Address: 6340 N. Eldridge Parkway, Suite N #441
Houston, Texas 77041
Phone: 570-493-0100
Email: doug.bergold@tkl360.com

II. Project Information

Check one: ☒ pipeline ☐ electric transmission line ☐ underground utility ☐ other

Describe the proposed "Project" (Applicant is to submit detailed maps):

Installation of a carbon dioxide pipeline.

Drainage District Facilities to be crossed:

Drainage tiles

Proposed Commencement Date: August 2023
Estimated Construction Period: August 2024
Affected Drainage District (s): 120

In submitting this Application, Applicant acknowledges its receipt of the attached Procedures and Conditions for Construction in Cerro Gordo County Drainage Districts Right-of-Way (the "Procedures"), which Procedures shall be incorporated into any Easement granted to Applicant.

Dated this 1st day of February, 2023.

Applicant



By Doug Bergold, TurnKey Logistics, Owner's Agent
(Print Name and Title)

For County Use Only

<u>Action</u>	<u>Date Completed</u>
<input type="checkbox"/> Application reviewed by Drainage Engineer	_____
<input type="checkbox"/> Confirmation of affected Drainage Districts	_____
<input type="checkbox"/> Drainage District Maps provided to Applicant	_____
<input type="checkbox"/> Final project plans submitted	_____
<input type="checkbox"/> Drainage Engineer approval	_____
<input type="checkbox"/> Board of Supervisors approval	_____
<input type="checkbox"/> Easement through Drainage District Issued	_____

Cerro Gordo County,
Iowa

Application for Easement Through Drainage District Right-of-Way

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II. Project Information

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Describe the proposed "Project" (Applicant is to submit detailed maps):

Installation of a carbon dioxide pipeline.

Drainage District Facilities to be crossed:

Drainage tiles

Proposed Commencement Date: August 2023
Estimated Construction Period: August 2024
Affected Drainage District (s): 63

In submitting this Application, Applicant acknowledges its receipt of the attached Procedures and Conditions for Construction in Cerro Gordo County Drainage Districts Right-of-Way (the "Procedures"), which Procedures shall be incorporated into any Easement granted to Applicant.

Dated this 1st day of February, 2023.

Applicant



By Doug Bergold, TurnKey Logistics, Owner's Agent
(Print Name and Title)

For County Use Only

<u>Action</u>	<u>Date Completed</u>
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<input type="checkbox"/> Drainage District Maps provided to Applicant	_____
<input type="checkbox"/> Final project plans submitted	_____
<input type="checkbox"/> Drainage Engineer approval	_____
<input type="checkbox"/> Board of Supervisors approval	_____
<input type="checkbox"/> Easement through Drainage District Issued	_____

Cerro Gordo County,
Iowa

Application for Easement Through Drainage District Right-of-Way

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II. Project Information

Check one: ☒ pipeline ☐ electric transmission line ☐ underground utility ☐ other

Describe the proposed "Project" (Applicant is to submit detailed maps):

Installation of a carbon dioxide pipeline.

Drainage District Facilities to be crossed:

Drainage tiles

Proposed Commencement Date: August 2023
Estimated Construction Period: August 2024
Affected Drainage District (s): 62

In submitting this Application, Applicant acknowledges its receipt of the attached Procedures and Conditions for Construction in Cerro Gordo County Drainage Districts Right-of-Way (the "Procedures"), which Procedures shall be incorporated into any Easement granted to Applicant.

Dated this 1st day of February, 2023.

Applicant



By Doug Bergold, TurnKey Logistics, Owner's Agent
(Print Name and Title)

For County Use Only

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<input type="checkbox"/> Drainage District Maps provided to Applicant	_____
<input type="checkbox"/> Final project plans submitted	_____
<input type="checkbox"/> Drainage Engineer approval	_____
<input type="checkbox"/> Board of Supervisors approval	_____
<input type="checkbox"/> Easement through Drainage District Issued	_____

Cerro Gordo County,
Iowa

Application for Easement Through Drainage District Right-of-Way

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Describe the proposed "Project" (Applicant is to submit detailed maps):

Installation of a carbon dioxide pipeline.

Drainage District Facilities to be crossed:

Drainage tiles

Proposed Commencement Date: August 2023
Estimated Construction Period: August 2024
Affected Drainage District (s): 68

In submitting this Application, Applicant acknowledges its receipt of the attached Procedures and Conditions for Construction in Cerro Gordo County Drainage Districts Right-of-Way (the "Procedures"), which Procedures shall be incorporated into any Easement granted to Applicant.

Dated this 1st day of February, 2023.

Applicant



By Doug Bergold, TurnKey Logistics, Owner's Agent
(Print Name and Title)

For County Use Only

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Cerro Gordo County,
Iowa

Application for Easement Through Drainage District Right-of-Way

Pursuant to Iowa Code §468.186, the following "Applicant" hereby submits this Application to the Cerro Gordo County, Iowa Board of Supervisors (as drainage district Trustees) for permission and easement rights to construct, improve or maintain a Project (as described below) on, over, across, or beneath the right-of-way of certain drainage districts in Cerro Gordo County.

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Describe the proposed "Project" (Applicant is to submit detailed maps):

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Drainage District Facilities to be crossed:

Drainage tiles

Proposed Commencement Date: August 2023

Estimated Construction Period: August 2024

Affected Drainage District (s): 71

In submitting this Application, Applicant acknowledges its receipt of the attached Procedures and Conditions for Construction in Cerro Gordo County Drainage Districts Right-of-Way (the "Procedures"), which Procedures shall be incorporated into any Easement granted to Applicant.

Dated this 1st day of February, 2023.

Applicant



By Doug Bergold, TurnKey Logistics, Owner's Agent
(Print Name and Title)

For County Use Only

<u>Action</u>	<u>Date Completed</u>
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<input type="checkbox"/> Board of Supervisors approval	_____
<input type="checkbox"/> Easement through Drainage District Issued	_____




POWER OF ATTORNEY

The undersigned, James Powell, Chief Operating Officer of each of (i) Summit Carbon Solutions, LLC, (ii) SCS Carbon Removal LLC, and (iii) SCS Carbon Transport LLC (collectively, "SCS"), does hereby make, constitute, and appoint TurnKey Logistics, LLC ("**Agent**"), SCS's true and lawful agent, with full right, power, and authority to act for SCS and in SCS's name, place and stead with respect to submitting, executing, and processing permit applications on behalf of SCS.

Giving and granting unto said Agent the full power and authority to do and perform each and every act, deed, matter, and thing whatsoever required and necessary to be done in and about the foregoing, as fully as SCS might or could do if present and acting.

Dated: June 21, 2022

Summit Carbon Solutions, LLC

DocuSigned by:

FBDF5E4B03C74A2
James Powell, Chief Operating Officer

SCS Carbon Removal LLC

DocuSigned by:

FBDF5E4B03C74A2
James Powell, Chief Operating Officer

SCS Carbon Transport LLC

DocuSigned by:

FBDF5E4B03C74A2
James Powell, Chief Operating Officer

Prepared by Michelle Rush, 220 North Washington Ave., Mason City, IA 50401, (641)421-3075
Return to Michelle Rush, 220 North Washington Ave., Mason City, IA 50401, (641)421-3075

RESOLUTION #2025-
AMENDMENT NO. 456 TO ORDINANCE NO. 15, ARTICLE 5.2

WHEREAS, the Cerro Gordo County Planning & Zoning Commission, after study, has recommended that the change of zoning classification of a certain area hereinafter described, upon the application of Julie Heitland, Executor of the Alice Heitland Estate, be made, and

WHEREAS, the final public hearing has been held with notice as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Cerro Gordo County Board of Supervisors that Ordinance No. 15, Article 5.2, of the Zoning Ordinance of Cerro Gordo County, Iowa, is hereby amended by changing the district boundaries thereof so as to change the classification of the following described property from the A-1 Agricultural District to the A-2 Agricultural Residence District on the following described real estate, to-wit:

A Parcel of land designated as Parcel 'A' containing 6.07 acres being part of the East One-half (E½) of the Southwest Quarter (SW¼) of Section 29, Township 94 North, Range 21 West of the 5th P.M., Cerro Gordo County, Iowa as described in the Plat of Survey dated January 15, 2025 and recorded on February 11, 2025 with the Cerro Gordo County Recorder's Office as Document No. 2025-678.

Motion was made by Supervisor and seconded by Supervisor that the foregoing Resolution be adopted.

Ayes – Callanan, Watts, Ginapp
Nays – None
Absent – None

Resolution adopted this 24th day of March, 2025.

Chris Watts, Chairperson, Board of Supervisors
Cerro Gordo County, Iowa

I hereby certify that the foregoing is a full, true and complete copy of Resolution as full, true and complete as the same remains on file and of Record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Auditor's Office in Mason City, Iowa, this 24th day of March, 2025.

Bob Peshak, Deputy Auditor, Cerro Gordo County, Iowa



PLANNING AND ZONING

Cerro Gordo County Courthouse

220 N Washington Ave, Mason City, IA 50401

Tom Meyer, Zoning Administrator

Michelle Rush, Assistant Zoning Administrator

(641) 421-3075

plz@cerrogordo.gov

February 21, 2025

TO: Cerro Gordo County Planning and Zoning Commission

SUBJECT: Next Meeting – **March 6, 2025; 4:00 p.m.; Boardroom**

Ladies and Gentlemen:

The next meeting of the Cerro Gordo County Planning and Zoning Commission is scheduled for **March 6, 2025 at 4:00 p.m., in the Boardroom at the Courthouse.** You will be considering one rezoning request.

1. Alice Heitland Estate 8356 110th St, Thornton, IA 50479

This 6.07-acre parcel is located in the SW¼ of Section 29, Pleasant Valley Township. The applicant proposes to separate the building site (See Exhibit A) from the farmland (See Exhibit B). The building site and the cropland will be sold separately. The building site is less than 10 acres in size, so a rezoning from the A-1 Agricultural District to the A-2 Agricultural Residence District is being requested.

The parcel is an existing farmstead with a dwelling and many farm structures. No non-conformities will be created as a result of the request.

The parcel is adjacent to fields in agricultural production. The applicant owns the farmland surround the building site and also the landlocked 29.2-acre parcel to the north in the NE¼ of the SW¼. The owner currently accesses the farmland on the north side of the building site (See Figure 7). The farmland surrounding the building site along the west and north could be accessed from 110th Street if a new driveway was installed and permitted by the County Engineer's Office. If/when the farmland is sold in the future, access for farming equipment will need to be addressed. Future access easements may be necessary but are not at this time.

The rezoning request is in general compliance with the comprehensive plan. This is an existing building site, and no land will be taken out of production. The access issue to the farmland will need to be addressed upon the sale of the parcel. **The Planning & Zoning Department recommends the request be forwarded to the Board of Supervisors for approval.**

Exhibit A

142930000400

110TH ST

143210000200

79

142910000300

Exhibit B

142920000300

142940000900

142930000100

142930000200

142940000800

Heitland
29.2 Acres
NE SW

Heitland
SE SW

142930000300

142930000400

PARA

142940000600

142940000700

110TH ST

110TH ST

143210000800

143210000200

143210000200

143220000100

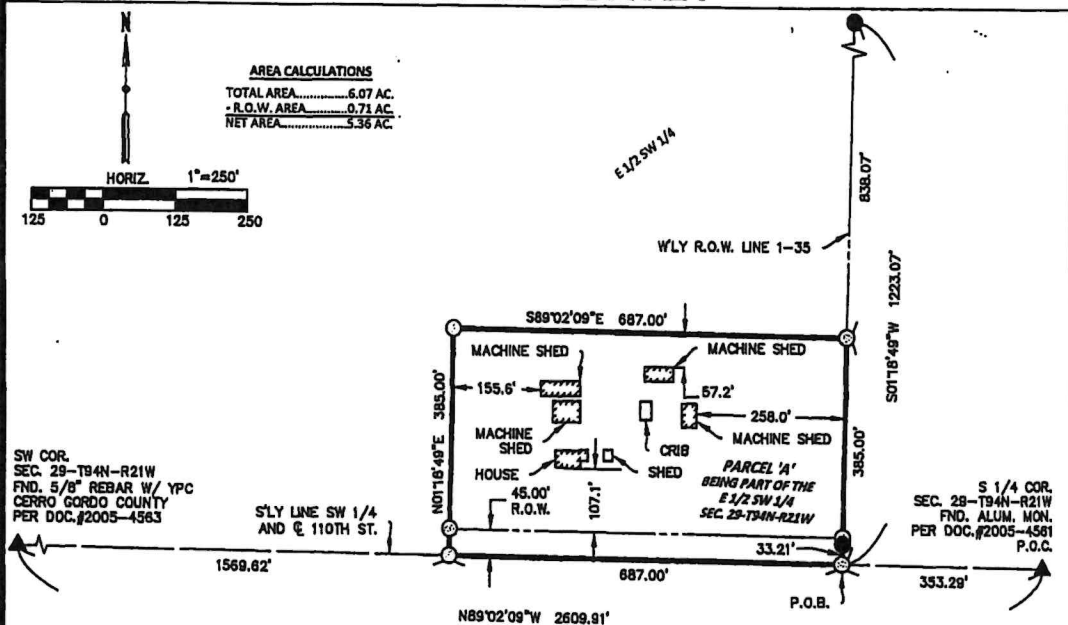
143210000700

INDEX LEGEND	
LOCATION PARCEL 'A' BEING PART OF THE E 1/2 SW 1/4 SEC. 29-T94N-R21W OF THE 5TH P.M., CERRO GORDO COUNTY, IOWA	
PROPRIETOR ALICE E. HEITLAND	
SURVEY REQUESTED BY ALICE HEITLAND	
SURVEYOR COMPANY STARK SURVEYING INC. 1622 S. TAFT AVE. MASON CITY, IOWA, 50401 PHONE: 641-423-7847	
RETURN TO: BENJAMIN STARK 1622 S. TAFT AVE. MASON CITY, IOWA, 50401	

Instrument #: 2025-678
02/11/2025 11:55:35 AM Total Pages: 1
ISUR SURVEY
Recording Fee: \$ 7.00
AnnMarie Legier, Recorder, Cerro Gordo County IA



PLAT OF SURVEY



DESCRIPTION

A PARCEL OF LAND DESIGNATED AS PARCEL 'A' BEING PART OF THE EAST ONE-HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 29-T94N-R21W OF THE 5TH P.M., CERRO GORDO COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (P.O.C.) AT THE SOUTH QUARTER CORNER (S 1/4 COR.) OF SAID SECTION TWENTY-NINE (29);

THENCE ON AN IOWA ZONE TWO (2) REGIONAL COORDINATE SYSTEM BEARING OF N89°02'09"W 353.29 FEET ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION TWENTY-NINE (29) TO THE WESTERLY RIGHT OF WAY (R.O.W.) LINE OF INTERSTATE THIRTY-FIVE (I-35) THAT IS THE POINT OF BEGINNING (P.O.B.) OF THIS DESCRIPTION;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE N89°02'09"W 687.00 FEET;

THENCE N01°18'49"E 385.00 FEET PARALLEL WITH SAID WESTERLY RIGHT OF WAY (R.O.W.) LINE OF INTERSTATE THIRTY-FIVE (I-35);

THENCE S89°02'09"E 687.00 FEET PARALLEL WITH SAID SOUTHERLY LINE TO SAID WESTERLY RIGHT OF WAY (R.O.W.) LINE OF INTERSTATE THIRTY-FIVE (I-35);

THENCE S01°18'49"W 385.00 FEET ALONG SAID WESTERLY RIGHT OF WAY (R.O.W.) LINE OF INTERSTATE THIRTY-FIVE (I-35) TO THE POINT OF BEGINNING (P.O.B.).

SAID PARCEL 'A' CONTAINS 6.07 ACRES INCLUDING 0.71 ACRES IN PUBLIC ROAD RIGHT OF WAY (R.O.W.), AND IS SUBJECT TO ANY EASEMENTS WRITTEN OR OTHERWISE.

LEGEND

- △ SET SECTION CORNER AS NOTED (P.O.C.) POINT OF COMMENCEMENT
- ⊙ SET 1/2" REBAR 24" LONG YPC 23709 (P.O.B.) POINT OF BEGINNING
- FOUND L.D.O.T. RIGHT-OF-WAY RAIL MONUMENT UNLESS NOTED
- ▲ FOUND SECTION CORNER AS NOTED (65) LOT NUMBER
- ✕ CUT 'X' (0.00') RECORD MEASUREMENT

SURVEYOR'S NOTES:

- 1) IARCS ZONE 2 IS THE BASIS OF BEARING FOR THE PURPOSE OF THIS SURVEY.

DOCUMENTS USED FOR THIS SURVEY:
CERTS: DOC. #2005-4561,
DOC. #2005-4563
DEED: DOC. #2012-4118

DATE SURVEYED	1-10-25
SCALE	AS SHOWN
PROJECT NO.	25204
DRAWN BY:	BVS
CHECKED BY:	BVS
SHEET	1 of 1



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Benjamin Stark
Benjamin Stark

1-15-25
Date

License number 23709

Sheets covered by this seal: 1

My license renewal date is December 31, 2025

STARK
SURVEYING
INC.

RESOLUTION 2025-

**RESOLUTION IMPLEMENTING SECURITY PROTOCOLS IN THE CERRO GORDO
COUNTY COURTHOUSE**

WHEREAS, the Cerro Gordo County Board of Supervisors seeks to implement enhanced security protocols for the Cerro Gordo County Courthouse, in accordance with the authority granted by Iowa Code §724.28(4).

WHEREAS, for the protection of the public, employees of Cerro Gordo County and employees of the State of Iowa who work in the Courthouse, the Cerro Gordo County Supervisors shall implement the following security protocols to be carried out by the Cerro Gordo County Sheriff:

1. All visitors to the Cerro Gordo County Courthouse shall be screened for firearms and other dangerous weapons upon entry to the building; and
2. The possession of firearms and/or other dangerous weapons by visitors to the Cerro Gordo County Courthouse shall be prohibited; and
3. The Cerro Gordo County Sheriff shall provide security in the form of at least one-armed security personnel in the Courthouse at all times during regular business hours and at any other time when the restriction on firearms and/or dangerous weapons is in effect.

NOW THEREFORE BE IT RESOLVED, by the Cerro Gordo County Board of Supervisors, having this date met in lawful session, does hereby implement the above security protocols for the Cerro Gordo County Courthouse, effective immediately.

PASSED AND ADOPTED THIS 24TH DAY OF MARCH 2025

Roll Call Vote:

Ayes: Watts, Ginapp, Callanan

Nays: None

Absent/Not Voting: None

CERRO GORDO COUNTY BOARD OF SUPERVISORS

Chris Watts, Chairperson

Attest: _____
Adam Wedmore, Auditor

Carl M. Ginapp

Casey M. Callanan



PUBLIC HEALTH

healthier together

DATE: March 17, 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 Christensen Farms Midwest F117 (Union Township Site)

This report is to make you aware of concerns regarding a Manure Management Plan Annual Update received by this office from **Christensen Farms Midwest LLC F117 (Union Township 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 operation is located at 5422 160th Street in Section 35 of Union Township. The facility houses 6,240 finishing hogs or 2,496 AU (animal units). The site consists of two buildings 332 feet by 71 feet. The 1,965,600 gallons of manure produced annually at this facility will be stored in below building pits. Manure from this facility will be applied to eight fields totaling 821.88 acres in Sections 35 and 36 of Union Township and Sections 10, 13, and 14 of Grimes Township. **The fields on which manure will be applied is unchanged from the previous year.** The concerns with the plan are listed below.

- The city of Thornton is ½ mile south-southeast of the fields in Sections 13 and 14 of Grimes Township.
- The Union Hills Waterfowl Production Area and the Beaverdam Waterfowl Production Area are adjacent to the manure application area.
- Bailey Creek Waterfowl Production Area is about ½ mile from the manure application area.
- Ring-Neck Wildlife Area is one mile from the manure application area.
- Pleasant View Cemetery is a little less than ½ mile from the manure application area; Pleasant Valley Golf Course is about ¾ mile from the manure application area; and Ingebretson Park is about 1¼ miles from the manure application area.
- A waterway dissects Section 35 of Union Township and the floodplain of the same waterway which is a tributary of West Branch Beaverdam Creek borders the manure application area in Sections 36 of Union Township.
- Drainage Ditch 70 is adjacent to the field in Section 10 and dissects the fields in Sections 13 and 14 of Grimes Township.

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