

**CERRO GORDO COUNTY
DRAINAGE WORK ORDER**

Work Order No.: 2025-04-15-01

Date Filed: 4/15/2025

To: Cerro Gordo County Board of Supervisor's
It is hereby requested that changes be made on:

Drainage District: 33

Lateral: Main Line

Assessable District: _____

Diameter of Tile: _____

Tile Material: _____

Section, Township, Range: 05-94-20 (GENESEO)

Qtr - Qtr: NW SE

Requested by: Travis Steenhard

☐ Owner ☒ Tenant ☐ Other

Address: 14670 190th St, Mason City, IA 50401

Phone No.: 641-425-0301

Landowner Name: Joyce Hart
(if different from requestor)

Contractor Assigned: _____

Engineer Appointed: _____

Date Engineer Appointed: _____

Attorney Appointed: _____

Date Attorney Appointed: _____

Coordinates:

Latitude _____

Longitude _____

Vendor Paid: _____

Total Amount Paid: _____

Date Paid: _____

Date Completed: _____

Chairman's Signature: _____

Problem: Blown out tile & sink hole along the Main line

33
Lat 3A2
THOMAS
RICHARD H
150410000300
Lat 3A
6
155TH ST

33 33
Lat 3 Lat 3A

JBML LLC
150430000100
33
Lat 3A1

JBML LLC
150430000400
33
Lat 1A1

33
Lat 1A2

THOMAS
JURLAINE J
150520000600

Lat 3A
7

33
Main
Tile

Lat 3A1
7

Lat 3A
9

HART JOYCE F
150540000200
33

Main Open

Lat 3
10

Main Line
15

Main Line
15

Lat 2
7

33
Lat 2

33 33
Lat Lat 1
1A

HART JOYCE F
150540000400

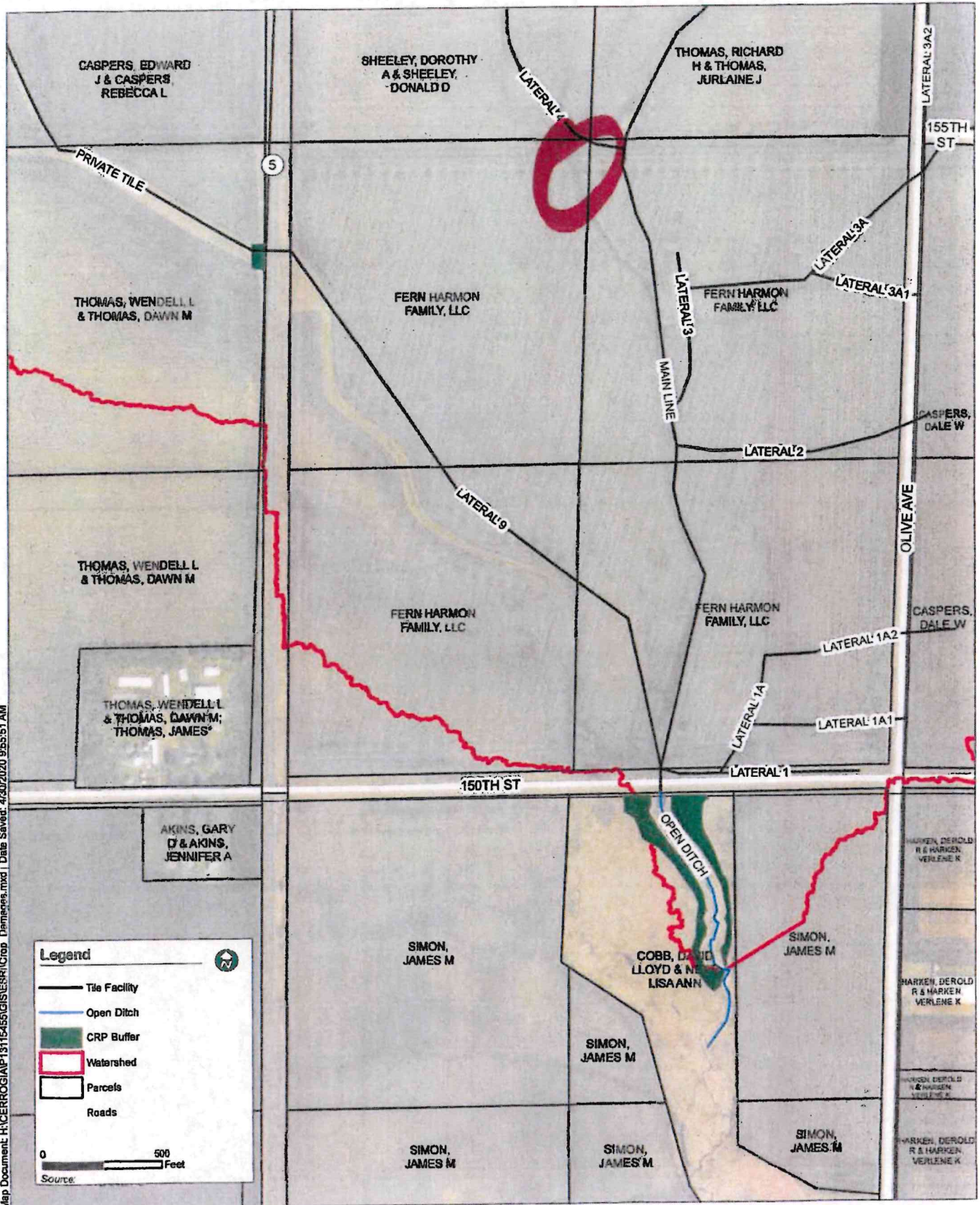
Main Line
15

33
Lat 4
SHEELEY DOROTHY A
& SHEELEY DONALD D
150520000500
Lat 4
8

HART JOYCE F
150540000100

Lat 9
33
Lat 9
4

HART JOYCE F
150540000300



RESOLUTION No. 2025-

**A RESOLUTION APPROVING THE SALARY RECOMMENDATIONS OF THE
CERRO GORDO BOARD OF SUPERVISORS FOR THE FISCAL YEAR BEGINNING
JULY 1, 2025.**

WHEREAS the Cerro Gordo County Board of Supervisors recommend a compensation schedule for elected officials for the fiscal year immediately following, in accordance with Iowa Code Chapters 331.905 and 331.907.

NOW, THEREFORE, BE IT RESOLVED that the Cerro Gordo County Board of Supervisors shall increase the salaries for the Attorney, Auditor, Recorder, Sheriff, Board of Supervisors, and Treasurer for the fiscal year beginning July 1, 2025, as allowed under Iowa Code Section 331.907(1&2) as follows.

DEPARTMENT	JOB CLASSIFICATION	FYE2025 SALARY		SALARY
		7/1/2024	% INC.	7/1/2025
Attorney	Elected Official	\$151,966.00	2.75%	\$156,145.00
Auditor	Elected Official	\$93,642.00	2.75%	\$96,217.00
Recorder	Elected Official	\$93,642.00	2.75%	\$96,217.00
Sheriff	Elected Official	\$148,244.00	5.00%	\$155,656.00
Supervisor	Elected Official	\$52,460.00	2.75%	\$53,903.00
Treasurer	Elected Official	\$93,642.00	2.75%	\$96,217.00

Vote taken thereon was as follows:

Ayes:

Nays:

Abstain/Not-Voting/Absent:

Approved this 21st day of April, 2025.

SIGNED:

Chris Watts, Chairperson
Board of Supervisors

ATTEST:

Bob Peshak, Deputy Auditor

RESOLUTION
2025-

WHEREAS, on this 21st day of April, 2025, the Board of Supervisors of Cerro Gordo County, Iowa, held a public hearing at 10:05 a.m. to consider the fiscal year 2025/2026 budget; and,

WHEREAS, there was present a quorum as required by law; and,

WHEREAS, after hearing all taxpayers to be heard, the Board of Supervisors took up the budget for final consideration and determined that said budget be approved.

THEREFORE BE IT RESOLVED, that the Board of Supervisors of Cerro Gordo County does hereby approve the fiscal year 2025/2026 budget.

The above and foregoing resolution was adopted by the Board of Supervisors of Cerro Gordo County, Iowa on the 21st day of April, 2025. The vote thereon being as follows:

AYES: Ginapp, Watts, Callanan

NAYS: None

ABSENT-NOT VOTING: None

Chris Watts, Chairperson
Board of Supervisors

ATTEST:

Bob Peshak
Deputy Auditor

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. 457 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 Levi J Sheriff and Lucinda T Sheriff, 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 9.78 acres being part of Plat of Survey that is recorded in Book one-hundred fifty-eight (158) Page two-hundred thirty-one (231) that is on file at the Cerro Gordo County Recorder's Office that is part of the South one-half (S½) of Section 35, Township 94 North, Range 21 West of the 5th P.M., Cerro Gordo County, Iowa as described in the Plat of Survey dated June 14, 2024 and recorded on July 11, 2024 with the Cerro Gordo County Recorder's Office as Document No. 2024-3104.

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 21st day of April, 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 21st day of April, 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

March 18, 2025

TO: Cerro Gordo County Planning and Zoning Commission

SUBJECT: Next Meeting – April 3, 2025; 4:00 p.m.; Boardroom

Ladies and Gentlemen:

The next meeting of the Cerro Gordo County Planning and Zoning Commission is scheduled for **April 3, 2025 at 4:00 p.m., in the Boardroom at the Courthouse**. You will be considering two rezoning requests.

1. **Levi & Lucinda Sheriff:** Land on west side of Lark Avenue and north side of 100th Street, lying south of Bailey Creek, Sheffield, IA

This 9.78-acre parcel is located in the SE¼ of the SE¼ of Section 35, Pleasant Valley Township. The applicant is purchasing the acres from his parents to construct a farm shop and future dwelling. The parents reside immediately to the west at 11492 100th Street. The applicant is actively engaged in the family farm operation. Since the parcel is less than 10 acres in size, a rezoning from the A-1 Agricultural District to the A-2 Agricultural Residence District is being requested.

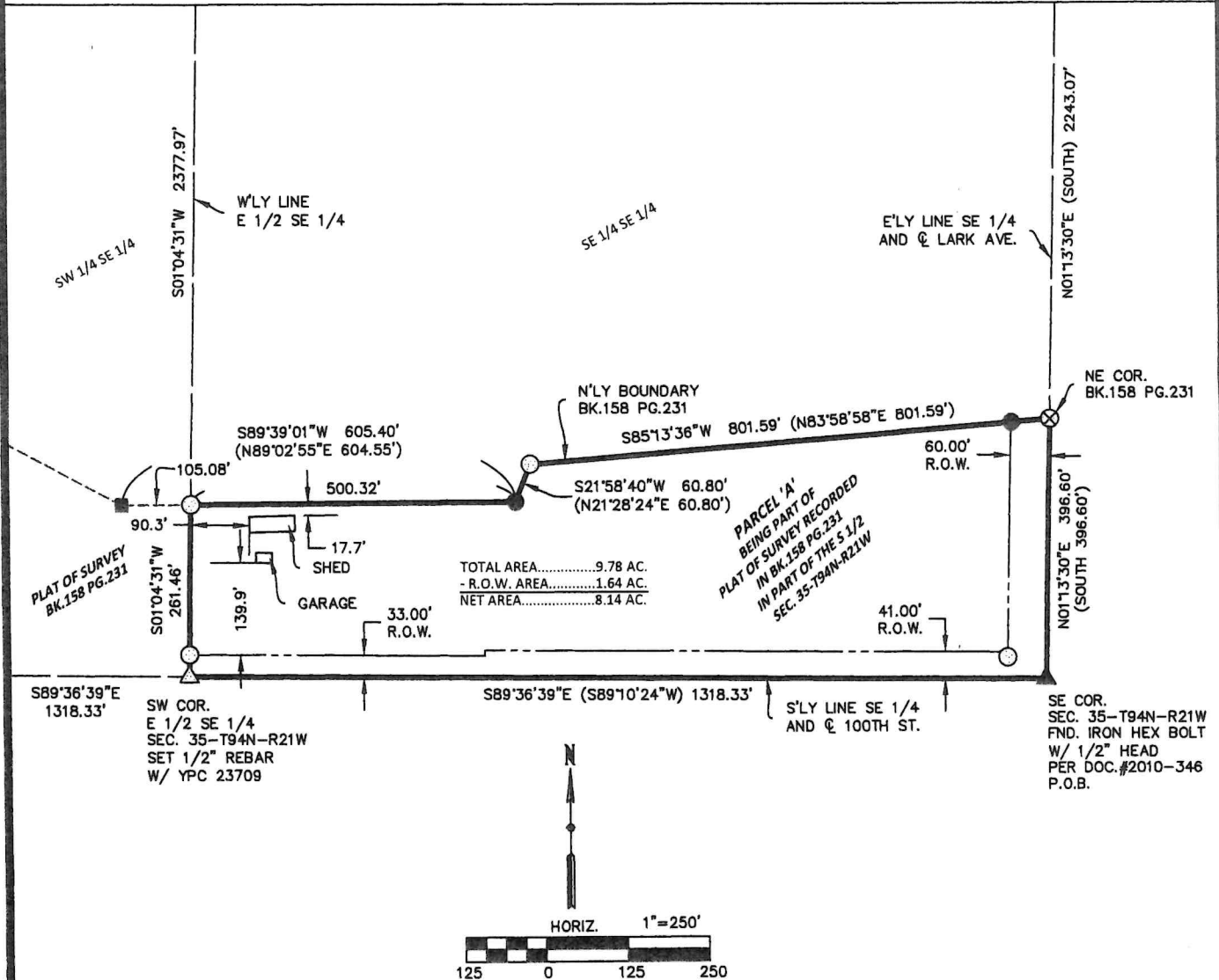
The property contains a shed and a garage on the westerly portion of the parcel and a smaller farm field on the easterly portion of the parcel that will continue to be farmed. No new conformities are being created as a result of the request.

The parcel is surrounded by fields in agricultural production. The fields can be accessed from 110th Street or Lark Avenue. There is an entrance into the 5-acre field from 110th Street that will also be utilized as the drive to their future dwelling.

The rezoning request is in general compliance with the comprehensive plan. No agricultural land will be taken out of production, and there are no access issues. **The Planning & Zoning Department recommends the request be forwarded to the Board of Supervisors for approval.**



PLAT OF SURVEY



DESCRIPTION

A PARCEL OF LAND DESIGNATED AS PARCEL 'A' BEING PART OF PLAT OF SURVEY THAT IS RECORDED IN BOOK ONE-HUNDRED FIFTY-EIGHT (158) PAGE TWO-HUNDRED THIRTY-ONE (231) THAT IS ON FILE AT THE CERRO GORDO COUNTY RECORDER'S OFFICE THAT IS PART OF THE SOUTH ONE-HALF (S 1/2) OF SECTION 35-T94N-R21W OF THE 5TH P.M. CERRO GORDO COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING (P.O.B.) AT THE SOUTHEAST CORNER (SE COR.) OF SAID SECTION THIRTY-FIVE (35);

THENCE ON AN IOWA ZONE TWO (2) REGIONAL COORDINATE SYSTEM BEARING OF N01°13'30"E 396.60 FEET (SOUTH 396.60 FEET) ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION THIRTY-FIVE (35) TO THE NORTHEAST CORNER (NE COR.) AS DESCRIBED AND DEPICTED IN SAID BOOK ONE-HUNDRED FIFTY-EIGHT (158) PAGE TWO-HUNDRED THIRTY-ONE (231);

THENCE S85°13'36"W 801.59 FEET (N83°58'58"E 801.59 FEET) ALONG THE NORTHERLY BOUNDARY OF SAID BOOK ONE-HUNDRED FIFTY-EIGHT (158) PAGE TWO-HUNDRED THIRTY-ONE (231);

THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY S21°58'40"W 60.80 FEET (N21°28'24"E 60.80 FEET);

THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY S89°39'01"W (N89°02'55"E) 500.32 FEET TO THE WESTERLY LINE OF THE EAST ONE-HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION THIRTY-FIVE (35);

THENCE S01°04'31"W 261.46 FEET ALONG SAID WESTERLY LINE TO THE SOUTHWEST CORNER (SW COR.) OF THE EAST ONE-HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION THIRTY-FIVE (35);

THENCE S89°36'39"E (S89°10'24"W) 1318.33 FEET ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION THIRTY-FIVE (35) TO THE POINT OF BEGINNING (P.O.B.).

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. 458 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 Maulsby Marine Properties LLC, 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 R-2 Single Family Residential District to the R-4 Multi-Family Residential District on the following described real estate, to-wit:

A tract of land in Lot Three (3) in the Subdivision of Government Lot Two (2) in Section Twenty-two (22), Township Ninety-six (96) North, Range Twenty-two (22) West of the 5th P.M., described as follows: Beginning at a point 120 feet West of the Northeast Corner of Lot 3, thence South in a line parallel with the East line of said Lot 3 to the South line of said Lot 3, thence West along the South line of said Lot 3, 260 feet, thence North in a line parallel with the East line of said Lot 3 to the North line of said Lot 3, thence East along the North line of said Lot 3 to the place of beginning subject to highways and except the West 130 feet thereof.

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 21st day of April, 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 21st day of April, 2025.

Bob Peshak, Deputy Auditor, Cerro Gordo County, Iowa

Return to: Cerro Gordo County, Iowa, 220 N. Washington Avenue, Mason City, Iowa 50401

A TRACT OF LAND IN LOT THREE (3) IN THE SUBDIVISION OF GOVERNMENT LOT TWO (2) IN SECTION TWENTY-TWO (22), TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY-TWO (22) WEST OF THE 5TH P.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 120 FEET WEST OF THE NORTHEAST CORNER OF LOT 3, THENCE SOUTH IN A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 3 TO THE SOUTH LINE OF SAID LOT 3, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 3, 260 FEET, THENCE NORTH IN A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 3 TO THE NORTH LINE OF SAID LOT 3, THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE PLACE OF BEGINNING SUBJECT TO HIGHWAYS AND EXCEPT THE WEST 130 FEET THEREOF (Parcel No. 05-22-451-006-00)

- i. All principal uses permitted in the R-1 district.
 - ii. Two-family dwellings with a minimum lot area of five thousand (5,000) square feet per dwelling unit.
- C. The Property shall be developed with no more than four (4) dwelling units.
 - D. All construction must be in compliance with the Drainage Study dated January 31, 2025 by WHKS & Co., a copy of which is on file in the Cerro Gordo County Planning and Zoning Office.
 - E. Any rental agreement for the dwelling units located on the Property shall be for a period in no less than thirty (30) days. Nightly and weekly rentals are prohibited.

4. **OTHER ORDINANCE REQUIREMENTS NOT AFFECTED.** Nothing in this Agreement shall be construed to supersede or overrule any requirement in the Zoning and Subdivision Ordinances of the County, including but not limited to setbacks, zoning permits, and entrance permits. This Agreement shall not be used or construed to grant any variance to the requirements of the County Zoning and Subdivision Ordinances.

5. **BINDING EFFECT.** The requirements and terms of this Agreement shall be binding upon Owner and all subsequent owners, successors and assigns with respect to the property described herein.

"Owner"

Maulsby Marine Properties LLC

By: [Signature] Date: 2/5/25
Scott Maulsby, President/Manager

"County"

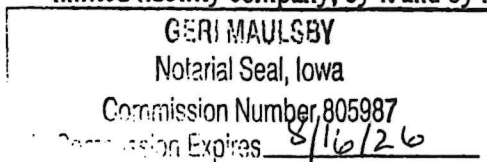
Cerro Gordo County, Iowa

By: _____ Date: _____
Chris Watts, Chairperson

By: _____ Date: _____
Bob Peshak, Deputy County Auditor

STATE OF IOWA, COUNTY OF CERRO GORDO, ss:

On this 15 day of February, 2025, before me the undersigned, a Notary Public in and for said State, personally appeared Scott Maulsby, to me personally known, who being by me duly sworn, did say that he is the President and a Manager of Maulsby Marine Properties LLC, executing the within and foregoing instrument; that said instrument was signed on behalf of Maulsby Marine Properties LLC, by authority of its Managers and Members; and that Scott Maulsby as President and a Manager acknowledged execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by him voluntarily executed.



[Signature]
 Notary Public in and for said State

STATE OF IOWA, CERRO GORDO COUNTY, ss:

On this _____ day of _____, 2025, before me the undersigned, a Notary Public in and for said State, personally appeared **Chris Watts, Chairperson and Bob Peshak, Deputy County Auditor**, to me personally known, who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and Deputy County Auditor, respectively, of the County of Cerro Gordo, Iowa, an Iowa county organized under Iowa Code chapter 331; that the seal affixed to the foregoing instrument is the corporate seal of the county, and that the instrument was signed and sealed on behalf of the County, by authority of its Board of Supervisors, as contained in the Motion by passed by the Board of Supervisors on the ____ day of _____, 2025; and **Chris Watts and Bob Peshak** acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the county, by it voluntarily executed.

Notary Public in and for said State

R:\Arthur\realestate\zoning\zone\maulsby.zoneagr.2-3-25.docx



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

March 18, 2025

TO: Cerro Gordo County Planning and Zoning Commission

SUBJECT: Next Meeting – April 3, 2025; 4:00 p.m.; Boardroom

Ladies and Gentlemen:

The next meeting of the Cerro Gordo County Planning and Zoning Commission is scheduled for **April 3, 2025 at 4:00 p.m., in the Boardroom at the Courthouse.** You will be considering two rezoning requests.

1. **Levi & Lucinda Sheriff:** Land on west side of Lark Avenue and north side of 100th Street, lying south of Bailey Creek, Sheffield, IA

This 9.78-acre parcel is located in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 35, Pleasant Valley Township. The applicant is purchasing the acres from his parents to construct a farm shop and future dwelling. The parents reside immediately to the west at 11492 100th Street. The applicant is actively engaged in the family farm operation. Since the parcel is less than 10 acres in size, a rezoning from the A-1 Agricultural District to the A-2 Agricultural Residence District is being requested.

The property contains a shed and a garage on the westerly portion of the parcel and a smaller farm field on the easterly portion of the parcel that will continue to be farmed. No new conformities are being created as a result of the request.

The parcel is surrounded by fields in agricultural production. The fields can be accessed from 110th Street or Lark Avenue. There is an entrance into the 5-acre field from 110th Street that will also be utilized as the drive to their future dwelling.

The rezoning request is in general compliance with the comprehensive plan. No agricultural land will be taken out of production, and there are no access issues. **The Planning & Zoning Department recommends the request be forwarded to the Board of Supervisors for approval.**

2. **Maulsby Marine Properties LLC:** Vacant lot between 4693 & 4737A-F Southshore Dr, Clear Lake, IA

This request is a proposal to rezone the subject property from the R-2 Single Family Residential District to R-4 Multi-Family Residential District. (See **Figure 1**). The intention is for the development of two, two-residential buildings for a total of four residential units. This is not a permitted use in the R-2 District and would require the change of zone to be done.

This lot is in excess of 36,000 square feet (See Figures 2 & 3). The R-4 District requires a *minimum* area of 3,500 square feet per dwelling. This would be met with the proposed four condominium units. This also meets the stated purpose of the R-4 District to maintain 5,000 square feet per dwelling unit.

The applicant states that the proposed rezoning and development is in keeping with the overall development of the area, is in keeping with the County's Comprehensive Plan goals, is harmonious with the area's residential uses and will enhance the existing residential area.

There are two, three-unit condominium buildings (Lake Ridge) on the adjacent parcel to the east of this lot at 4737A-F Southshore Drive (See Figure 4). A zone change from the R-2 District to the R-4 District was recommended by the Planning & Zoning Commission on June 3, 2021 and was approved by the Board of Supervisors on July 27, 2021.

The Clear Lake Boats parcels to the east are zoned M-1 Light Industrial. Clear Lake Methodist Camp (Bell Harbor) is located to the north of this property (R-3 Single Family Residential and the PM Park neighborhood is located to the east of the property (R-3 Single Family Residential). There are single-family homes located to the south and west of the property (R-2 Single Family Residential). Besides the adjacent parcel to the east, the closest R-4 District are the condominiums on the north side of Clear Lake Methodist Camp along the lake. (See zoning district map in packet)

A driveway is proposed along the east lot line from Southshore Drive that will serve the north condo building. The garage doors on the north condo building will face east. The south condo building will be served by a private driveway (See Figure 5) that runs south along the west lot line of the Clear Lake Boats property at 4749D Southshore Drive and by the private driveway to the south behind the property owned by Carol Hanson at 4749B Southshore Drive. The garage doors on the south condo building will face south. A driveway agreement is in place for access to the south condo building.

The County Engineer has no issue with the location of the proposed driveway. The County requires a 24-foot-wide driveway. An approved driveway permit is required from the County Engineers Office prior to construction and any work within the public ROW will also require authorization from the County Engineers Office. Any increase in traffic will be minimal and not significantly affect vehicular traffic on Southshore Drive.

The property is served by the Clear Lake Sanitary District. The Clear Lake Sanitary District has been provided the opportunity to comment regarding the request. Any comments received will be shared with the Commission at the hearing. Where the property is going to be served by sewer needs to be addressed.

There are no public water services available to the site. CG Public Health stated their main concern from the standpoint of the Environmental Health & Preparedness Division is the potential well construction for the site. They noted two LUST (leaking underground storage tank) sites within roughly 1,000' depending on the exact location of the well on the parcel. (See LUST site map in packet). Based on the proposed location of the well, one LUST site is about 950' and the other is about 1,125' from the proposed well. CG Public Health will make a formal request for a DNR review to comply with the policy set forth by their office to review proposed wells within 1,000' of LUST sites. Any new well will need to be drilled meeting the local ordinance. This area has had a history of naturally occurring arsenic contaminating wells. The well must be cased and grouted through the Lime Creek Formation and at least 10' into the Cedar Valley Group to reduce risk of elevated arsenic.

Based on CG Public Health records there is a non-conforming (older) private well at 4693 Southshore Drive located immediately east of the house. Every attempt will need to be made to keep a 100' distance from that well. The proposed new well location is approximately 130-140' from the private well. The new well will also need to be at least 4' from the property line. All other separation distances laid out in Iowa Code Chapter 49 Private Wells and the local county ordinance will apply.

Our office is in receipt of a drainage study (**See packet**) conducted by WHKS submitted by the applicant. The study is based on the proposed improvements, including two, two-unit condominiums, and approximately 7,000 square feet of new paved surfacing.

According to the study, this parcel is one part of two sub-tributary areas to the overall watershed served by a 12" diameter drainage tile coming from the southwest. The two sub-tributary areas are listed as "West" and "East" drainage areas. The Malsby property site is located within the "East" drainage area. The "East" drainage area has a natural detention pond lying within the project site and adjacent properties. Storm water runoff within the East drainage area collects in this natural detention pond until the 12" drainage tile can drain the area.

Exhibit A – Pre-Existing Conditions shows two 24" existing intakes; one along the west property line of the Malsby property and one in the center of the Malsby property. It also shows the location of the existing 12" drainage tile coming from the southwest, running thru the center of the Malsby property, across the condo property to the east, then runs north under Southshore Drive.

Exhibit B – Post Development Conditions shows both intakes will remain. However, the existing 24" intake in the center of the Malsby property will be changed to an 18" intake. This will restrict the release rate into the 12" intake tile.

Grading will take place between the two proposed buildings on the Malsby property. The pond slope between the buildings will be 3.5:1. Digging out on the Malsby property will make up for the additional storm water runoff volume from the two proposed buildings.

The blue shaded area on Exhibit B shows the approximate 100-yr flood/ponding boundary after the Lake Ridge condos were constructed at an elevation of 1242.4. That is if a storm event occurred today. After the proposed project completion, the 100-yr flood/ponding boundary elevation will be 1241.9, lowering the water level by ½".

The drainage study states that although the post-development conditions of the project will increase runoff rates, the proposed detention pond and restricted release rate of the detention pond outlet will ultimately result in the flow into the 12" drainage tile being slightly less than pre-development conditions. The calculated high-water elevations within the proposed detention pond are less than for pre-development conditions. Thus, there is a net increase of zero runoff from the post-developed project site.

Our office is in receipt of a Drainage and Storm Water Easement Agreement (**See packet**) between the Lake Ridge condos to the east and Malsby's proposed condos. This agreement allows the Malsby property (Tract 2) to drain into the storm water detention cell (SWDC) located in the rear (south) portion of the Lake Ridge condos (Tract 1) to the east (**See Figures 6 & 7**). To properly drain the Malsby condos and the Lake Ridge condos, the storm water detention cell needs to be enlarged, and intakes, underground pipes and other appurtenances need to be installed to provide drainage from the tracts through the SWDC. All expenses to expand the SWDC shall be the

responsibility of Maulsby. The SWDC shall have its deepest point toward the west side of Tract 1.

The applicant anticipates the dwellings will be owner occupied. The dwellings would be submitted to the condominium form of ownership to allow for separate ownership. The applicant is willing to prohibit short-term rentals. The applicant has provided a Conditional Zoning Agreement (See packet) which states:

- A. The property shall be rezoned to R-4 Multi Family Residential District
- B. Only the following principal permitted uses shall be permitted on the property
 - a. All principal uses permitted in the R-1 District
 - b. Two-family dwellings with a minimum lot area of 5,000 square feet per dwelling
- C. The property shall be developed with no more than 4 dwelling units
- D. All construction must be in compliance with the Drainage Study dated January 31, 2025 by WHKS & Co
- E. Any rental agreement for the dwelling units located on the property shall be for a period of no less than 30 days. Nightly and weekly rentals are prohibited.

Additional conditions could be added to the Conditional Zoning Agreement if appropriate to mitigate any other potential impacts/concerns the Board finds.

The Commission is guided by the Comprehensive Plan, which was approved by the Board of Supervisors on April 15, 2024. This parcel is located within the Rural Estate area of the Plan (See **Comp Plan Map in packet**).

The Cerro Gordo Comprehensive Plan ("Plan") was recommended by the Planning & Zoning Commission and approved by the Board of Supervisors. The Plan developed a future land use map for the county and specifically the development of the South Shore Drive area.

The approval of the Lake Ridge Condominium site zoning change to R-4 multi-family was approved based on the previous comprehensive plan on July 27, 2021. The zoning change for the Lake Ridge site was presented as, "a transition from single family residential and the commercial property to the east (Clear Lake Boats)."

The year long process that resulted in the Plan adopted on April 15, 2025, involved considerable discussion related to the development of the unincorporated area around South Shore Drive. The Future Land Use map has designated the Maulsby lot as Rural Estate. The Plan describes Rural Estate as "Extremely low residential densities that maintain rural character even if using conventional subdivision techniques."

The Land Use Compatibility Guides summarize the type of land use for Rural Estate as Agriculture and Rural Residential. County actions include preserving community character and quality of life (p. 157 & 161 - Plan).

The Plan is a guide and is not considered set in stone. However, the Commission should not ignore the hours of deliberation and public input sessions held over the last two years in the drafting and development of the approved Plan.

Based on guidance from the Comprehensive Plan, staff believes the biggest consideration in making the Commission's recommendation revolves around whether this project is appropriate in the Rural Estate area. This type of development would seem to be more fitting to the Low Intensity or Medium Intensity areas. If approved, a precedent will be set for the immediate vicinity, and

future multi-residential development becomes more likely on nearby lots within the Rural Estate designated areas.

The Commission's recommendation should be consistent with its findings during the public hearing. Due to the likely availability for multi-family residential development elsewhere, ongoing concerns for drainage, the Comprehensive Plan's future land use map, and the implication for future development, the path appears to tilt towards making a recommendation to the Board of Supervisors for denial of this request.

Alternatively, if the Commission makes findings that would cause a recommendation of approval, the conditional zoning agreement that has been provided by the applicant would be an appropriate method to mitigate potential impacts and any additions the Planning & Zoning Commission believes should be added based on the Commission's review and public comment.

Zoning staff has an alternative path the Commission could consider. If multi-family (condominiums & town homes) developments that fit more appropriately within the Low Intensity and Medium Intensity land use designations are desired in the Rural Estate, then a review and recommendation could be made by the Commission to amend the future land use map reflecting Low or Medium Intensity development where it is now Rural Estate.

1412 6th Street SW, P.O. Box 1467
Mason City, IA 50402-1467
Phone: 641.423.8271
Fax: 641.423.8450
Email: masoncity@whks.com
Website: www.whks.com



January 31, 2025

Mr. Frank Hanig
H & H Development
7042 Second St.
Rockwell, Iowa 50469

RE: Hanig Drainage Study
S. Shore Drive Parcel – Cerro Gordo County Parcel #052245100600
Storm Water Runoff Associated with Development

Dear Mr. Hanig:

Upon your request, WHKS & Co. performed an analysis of proposed site improvements to the property located along South Shore Drive on the south side of Clear Lake and identified as Cerro Gordo County Parcel #052245100600.

As part of the analysis, limited field investigation was performed of the subject property and immediate adjacent properties. In addition, LiDAR contour maps were utilized to determine watershed boundaries that this property was included within. It was determined that this 0.84 acre site is one part of two sub-tributary areas to the overall watershed served by a 12" diameter drainage tile. The two sub-tributary areas will be referred to as the "West" and "East" drainage areas. The main focus will be on the East drainage area as this is the drainage area that the subject project site is completely within. See attached Exhibit A showing the pre-existing conditions.

The East drainage area has a natural "detention pond" lying within the project site and adjacent properties. Storm water runoff within the East drainage area will collect in this natural detention pond until the 12" drainage tile can drain the area. If the 12" drainage tile were not installed or for whatever reason not working, storm water from the East drainage area would collect to approximately an elevation of 1242.4 at which point it would spill over into the West drainage area. There is no defined overland route for water to flow, however, when water reaches an elevation of 1245.1, water would overtop South Shore Drive approximately 130' to the NE of the project site. See attached Exhibit A showing existing conditions.

The proposed improvements include two (2) new condominium units, 5,000 square feet each, and approximately 7,000 square feet of new paved surfacing. See attached Exhibit B showing proposed improvements.

SUDAS design manual was used to evaluate the hydrology and hydraulics for this drainage area. Furthermore, storm water software by Autodesk, using SCS and TR-55 methodologies, was utilized in determining time of concentrations, runoff rates, weighted curve numbers, and detention pond design.

The following tables summarize pre-development and post-development (with detention) runoff rates as well as the inflow into the 12" tile line for the east drainage area.

PRE-Development Conditions

		Runoff Rates from various Storm Events					
		Drainage Area	T of C	Weighted Curve Number	Q-2	Q-10	Q-100
		(acres)	(minutes)	(CN)	(cfs)	(cfs)	(cfs)
EAST DRAINAGE AREA	On-Site	0.84	13	75	1	2.13	4.58
	Off-Site (South)	3.06	20	85	5.13	9.17	17.16
	Flow entering 12" Drainage Tile (From 2 Intakes)				2.38	2.45	2.51
	Water Elevation in natural "detention pond" (feet)				1241.4	1241.8	1242.4

POST-Development Conditions

		Runoff Rates from various storm events					
		Drainage Area	T of C	Weighted Curve			
		(acres)	(minutes)	Number (CN)	Q-2 (cfs)	Q-10 (cfs)	Q-100 (cfs)
EAST DRAINAGE AREA	On-Site	0.84	5	84	1.77	3.15	5.9
	Off-Site (South)	3.06	20	85	5.13	9.17	17.16
	Flow entering 12" Drainage Tile (From 2 Intakes)				2.34	2.44	2.45
	Water Elevation in Proposed detention pond (feet)				1240	1240.9	1241.9

Percent Change of flow into 12" Drainage Tile from Pre-Development Conditions	-1.7%	-0.4%	-2.4%
---	-------	-------	-------

As can be ascertained from the above table, although the post-development conditions of this project will increase runoff rates, the proposed detention pond and restricted release rate of the detention pond outlet will ultimately result in the flow into the 12" drainage tile being slightly less than pre-development conditions. In addition, the calculated high-water elevations within the proposed detention pond are less than for pre-development conditions. Thus, there is a net increase of zero runoff from the post-developed project site.

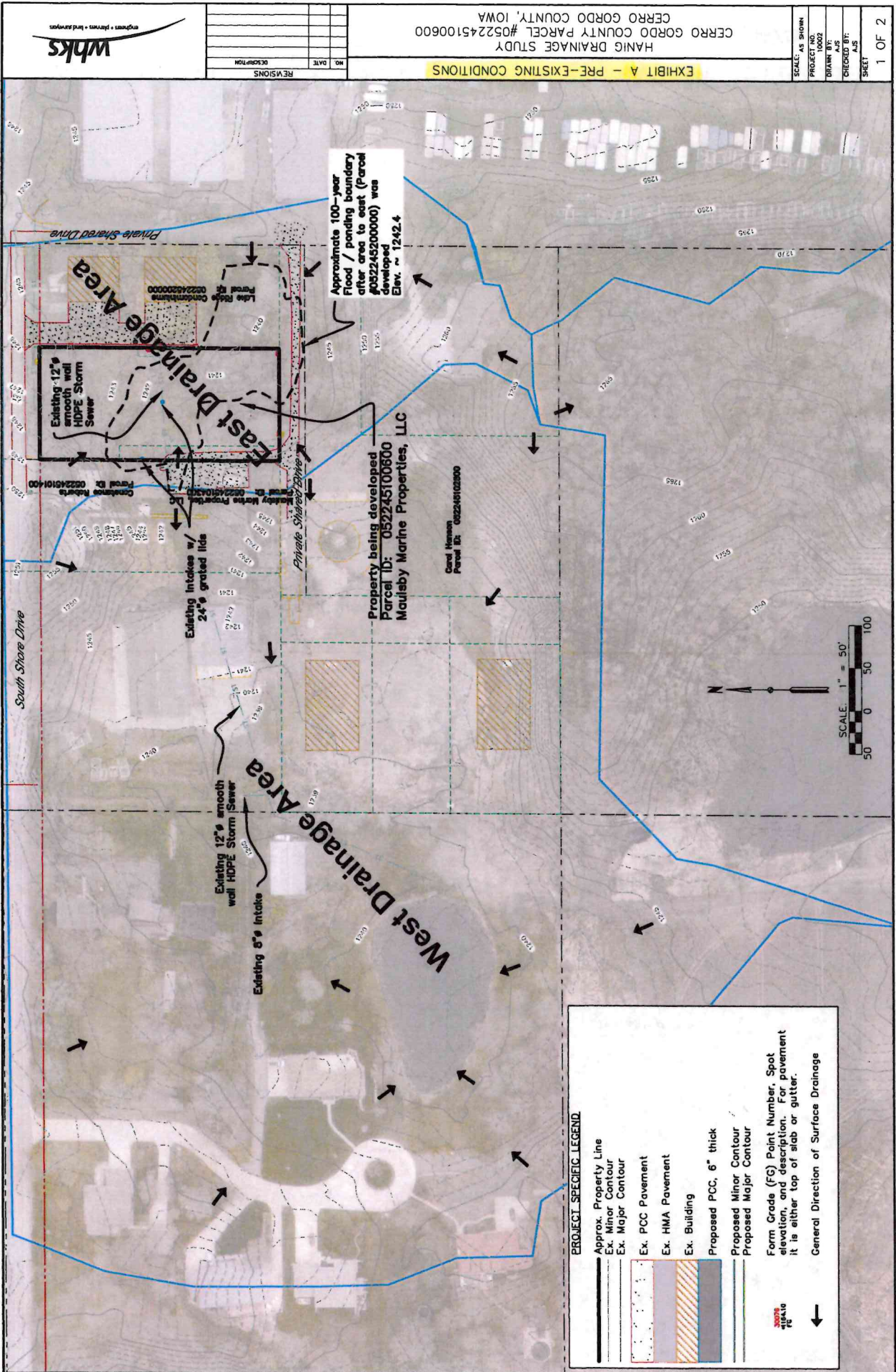
Sincerely,

WHKS & CO.



Andrew J. Smith, P.E. & P.L.S.
Project Engineer & Surveyor

AJS/ajs



PROJECT SPECIFIC LEGEND

- Approx. Property Line
- Ex. Minor Contour
- Ex. Major Contour
- Ex. PCC Pavement
- Ex. HMA Pavement
- Ex. Building
- Proposed PCC, 6" thick
- Proposed Minor Contour
- Proposed Major Contour

Form Grade (FG) Point Number, Spot elevation, and description. For pavement it is either top of slab or gutter.

General Direction of Surface Drainage



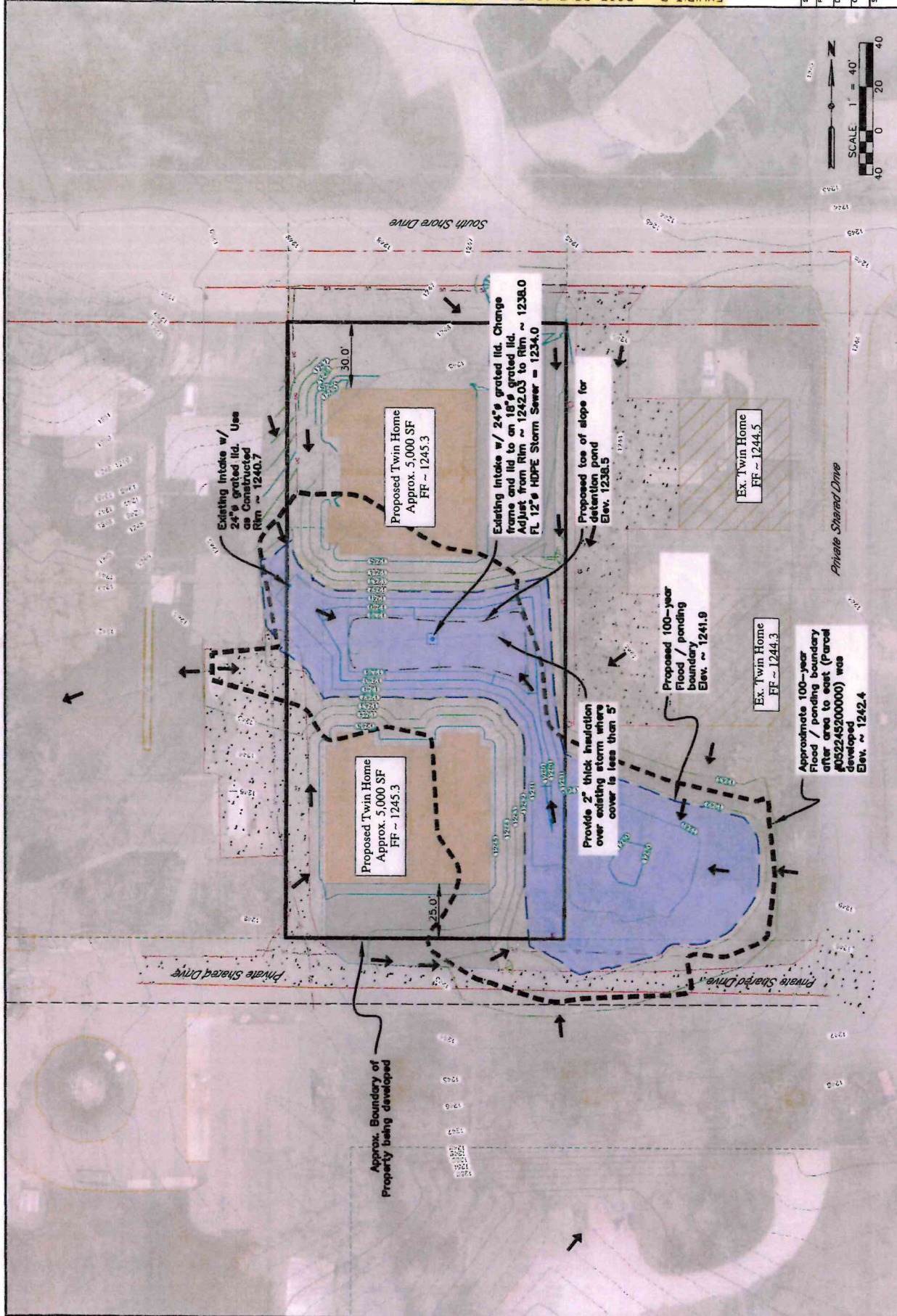
HANIG DRAINAGE STUDY
CERRO GORDO COUNTY PARCEL #052245100600
CERRO GORDO COUNTY, IOWA

EXHIBIT A - PRE-EXISTING CONDITIONS

NO.	DATE	DESCRIPTION

SCALE: AS SHOWN
PROJECT NO. 10002
DRAWN BY: AUS
CHECKED BY: AUS
SHEET 1 OF 2





Prepared by

and Return to: Jacquelyn K. Arthur, Laird Law Firm, PLC, 11 4th Street N.E., P.O. Box 1567, Mason City, IA 50402-1567, Telephone 641/423-5154, Email jarthur@lairdlawfirm.com

DRAINAGE AND STORM WATER EASEMENT AGREEMENT REGARDING

TRACT 1: THE EAST 120 FEET OF LOT THREE (3) IN THE SUBDIVISION OF GOVERNMENT LOT TWO (2) IN SECTION TWENTY-TWO (22) IN TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY-TWO (22) WEST OF THE 5TH P.M., EXCEPT THAT PART CONVEYED TO THE STATE OF IOWA BY DEED RECORDED IN BOOK 85 PAGE 189 OF THE RECORDS OF CERRO GORDO COUNTY, AND EXCEPT PUBLIC HIGHWAY.

TRACT 2: A TRACT OF LAND IN LOT THREE (3) IN THE SUBDIVISION OF GOVERNMENT LOT TWO (2) IN SECTION TWENTY-TWO (22), TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY-TWO (22) WEST OF THE 5TH P.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 120 FEET WEST OF THE NORTHEAST CORNER OF LOT 3, THENCE SOUTH IN A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 3 TO THE SOUTH LINE OF SAID LOT 3, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 3, 260 FEET, THENCE NORTH IN A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 3 TO THE NORTH LINE OF SAID LOT 3, THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE PLACE OF BEGINNING SUBJECT TO HIGHWAYS AND EXCEPT THE WEST 130 FEET THEREOF (Parcel No. 05-22-451-006-00)

1. **PARTIES IDENTIFIED.** This Agreement is among:

"Lake Ridge"

Lake Ridge Condominiums Owners Association, an Iowa non-profit corporation; and

"Maulsby"

Maulsby Marine Properties, LLC, an Iowa limited liability company.

2. **CONSIDERATION.** This Agreement is executed for good and valuable consideration, the receipt and sufficiency of which are acknowledged.

3. **PROPERTIES IDENTIFIED.** Tract 1 has been submitted to the condominium form of ownership pursuant to the Declaration of Submission of Property to Horizontal Property Regime dated February 11, 2022 and filed April 6, 2022 as Document No. 2022-1870 in the office of the Cerro Gordo County Recorder. Lake Ridge is the council of co-owners for Lake Ridge Condominiums.

Maulsby owns Tract 2.

4. **BACKGROUND.**

- A. Tract 1 lays directly east of Tract 2.
- B. Located on Tract 1 is a storm water detention cell and appurtenances which collect and disburse storm water from Tract 1 (the "SWDC").
- C. Maulsby intends to construct up to four residential units on Tract 2.
- D. The parties desire to drain both Tracts through the SWDC.
- E. To properly drain both Tracts, the storm water detention cell needs to be enlarged and intake(s), underground pipe(s) and other appurtenances need to be installed to provide drainage from the Tracts through the SWDC.
- F. The parties desire to maintain the SWDC for drainage purposes for the benefit of both Tracts.

5. **EASEMENTS GRANTED.** Easements are granted subject to following terms and conditions:

- A. Lake Ridge grants Maulsby an easement to expand, install, connect to, inspect, maintain, repair, replace and use the SWDC within the following described portion of Tract 1 for the benefit of Tract 2:

THE SOUTH 50 FEET OF THE EAST 120 FEET OF LOT THREE (3) IN THE SUBDIVISION OF GOVERNMENT LOT TWO (2) IN SECTION TWENTY-TWO (22) IN TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY-TWO (22) WEST OF THE 5TH P.M., EXCEPT THAT PART CONVEYED TO THE STATE OF IOWA BY DEED RECORDED IN BOOK 85 PAGE 189 OF THE RECORDS OF CERRO GORDO COUNTY, AND EXCEPT PUBLIC HIGHWAY.

- B. Maulsby grants Lake Ridge an easement to install, connect to, inspect, maintain, repair, replace and use the SWDC within the following described portion of Tract 2 for the benefit of Tract 1:

THE SOUTH 50 FEET OF THE EAST 15 FEET OF A TRACT OF LAND IN LOT THREE (3) IN THE SUBDIVISION OF GOVERNMENT LOT TWO (2) IN SECTION TWENTY-TWO (22), TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY-TWO (22) WEST OF THE 5TH P.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 120 FEET WEST OF THE NORTHEAST CORNER OF LOT 3, THENCE SOUTH IN A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 3 TO THE SOUTH LINE OF SAID LOT 3, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 3, 260 FEET, THENCE NORTH IN A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 3 TO THE NORTH

LINE OF SAID LOT 3, THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE PLACE OF BEGINNING SUBJECT TO HIGHWAYS AND EXCEPT THE WEST 130 FEET THEREOF

C. After entry to any Tract, the Tract shall be restored to the condition which existed prior to such entry.

D. All expenses to expand the SWDC to serve both Tracts, including installation of intake(s), underground pipe(s) and any appurtenances to connect both Tracts to the expanded SWDC shall be the sole responsibility of Maulsby.

The SWDC shall have its deepest point towards the west side of Tract 1

Upon completion of the construction of the improvements on Tract 2, Maulsby shall plant at Maulsby's expense conifers on Tract 2 to provide shade and screening between the Tracts at a cost not to exceed \$2,000.00.

E. The expenses of maintenance, inspection, repair and replacement of the SWDC and its appurtenances serving both Tracts shall be divided on the basis of square footage of the two Tracts. Tract 1 is approximately 33,820 square feet and Tract 2 is approximately 36,416 square feet for a total of 70,236 square feet. The residential units on Tract 1 shall be responsible for 48.2% of the expenses of maintenance, inspection, repair and replacement of the SWDC and its appurtenances serving both Tracts. The residential units on Tract 2 shall be responsible for 51.8% of the expenses of maintenance, inspection, repair and replacement of the SWDC and its appurtenances serving both Tracts.

By way of illustration, assume Tract 1 is improved with six (6) residential units and Tract 2 is improved with four (4) residential units for a total of ten (10) residential units. The residential units on Tract 1 would each be responsible for one-sixth of 48.2% of the expenses of maintenance, inspection, repair and replacement of the SWDC and its appurtenances serving both Tracts. The residential units on Tract 2 would each be responsible for one-fourth of 51.8% of the expenses of maintenance, inspection, repair and replacement of the SWDC and its appurtenances serving both Tracts.

F. The expenses of maintenance, inspection, repair and replacement of the intake(s) and underground pipe(s) serving only Tract 1 shall be divided equally between the residential units on Tract 1.

G. The expenses of maintenance, inspection, repair and replacement of the intake(s) and underground pipe(s) serving only Tract 2 shall be divided equally between the residential units on Tract 2.

H. No other property shall be permitted to connect to the drainage system referred to in this Agreement without the consent of Lake Ridge, its members and the owners Tract 2.

6. NATURE OF THE EASEMENTS. The easements are permanent and perpetual and are covenants running with the land.

7. BINDING EFFECT. The easements are binding upon and inure to the benefit of successors and assigns of the owners of the Tracts described in this Agreement.

8. **DUTIES TO ACT FAIRLY.** The parties agree they have duties to cooperate, to act fairly, and to act in good faith in connection with all matters regarding this Agreement.

9. **CONSENT.** The owners of the units in Lake Ridge Condominiums execute this Agreement to reflect their consent to the easements granted in this Agreement.

10. **GOVERNING LAW.** This agreement shall be governed by the laws of Iowa.

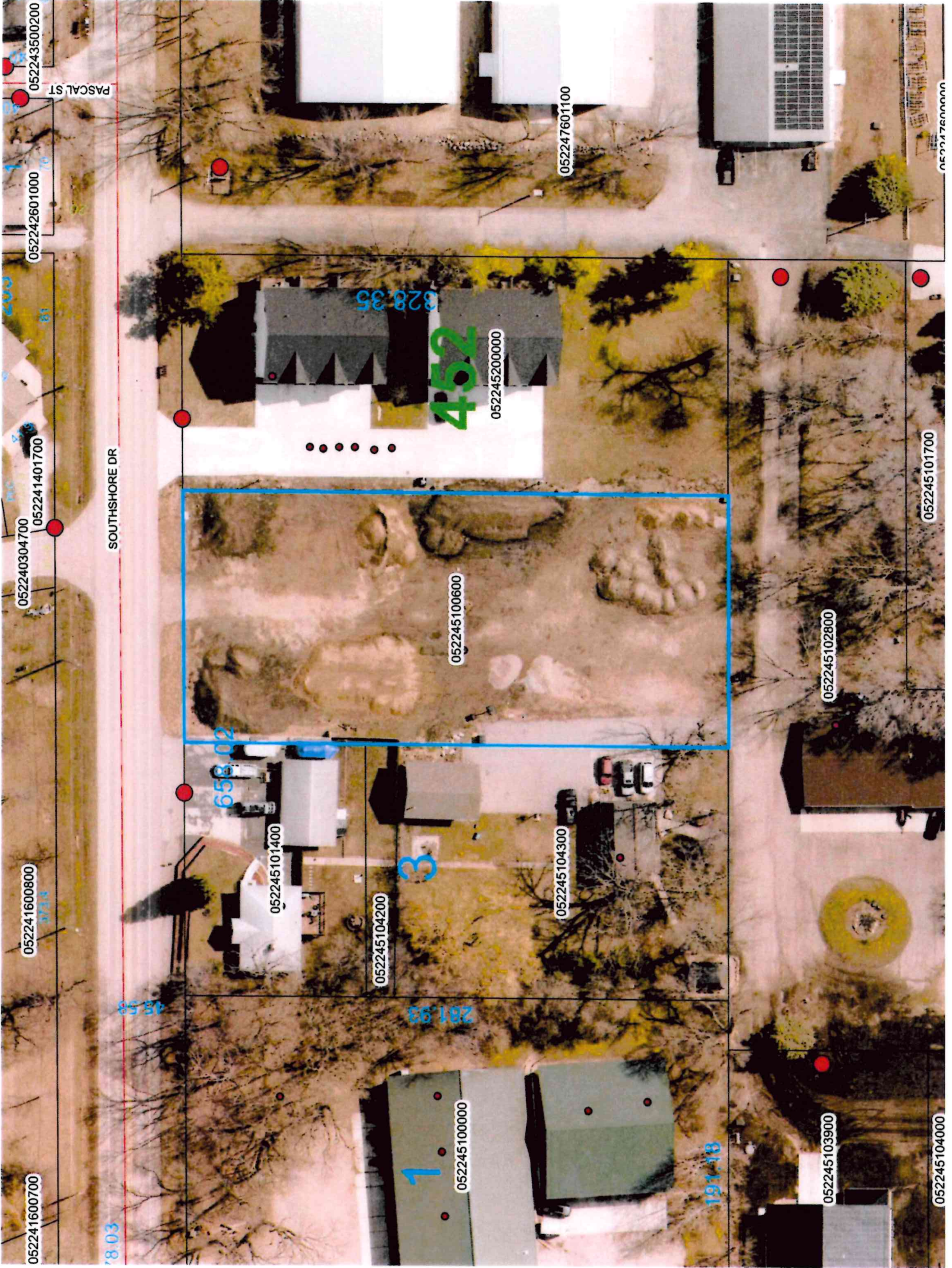
11. **CAPTIONS.** Captions are for convenience and shall not effect interpretation.

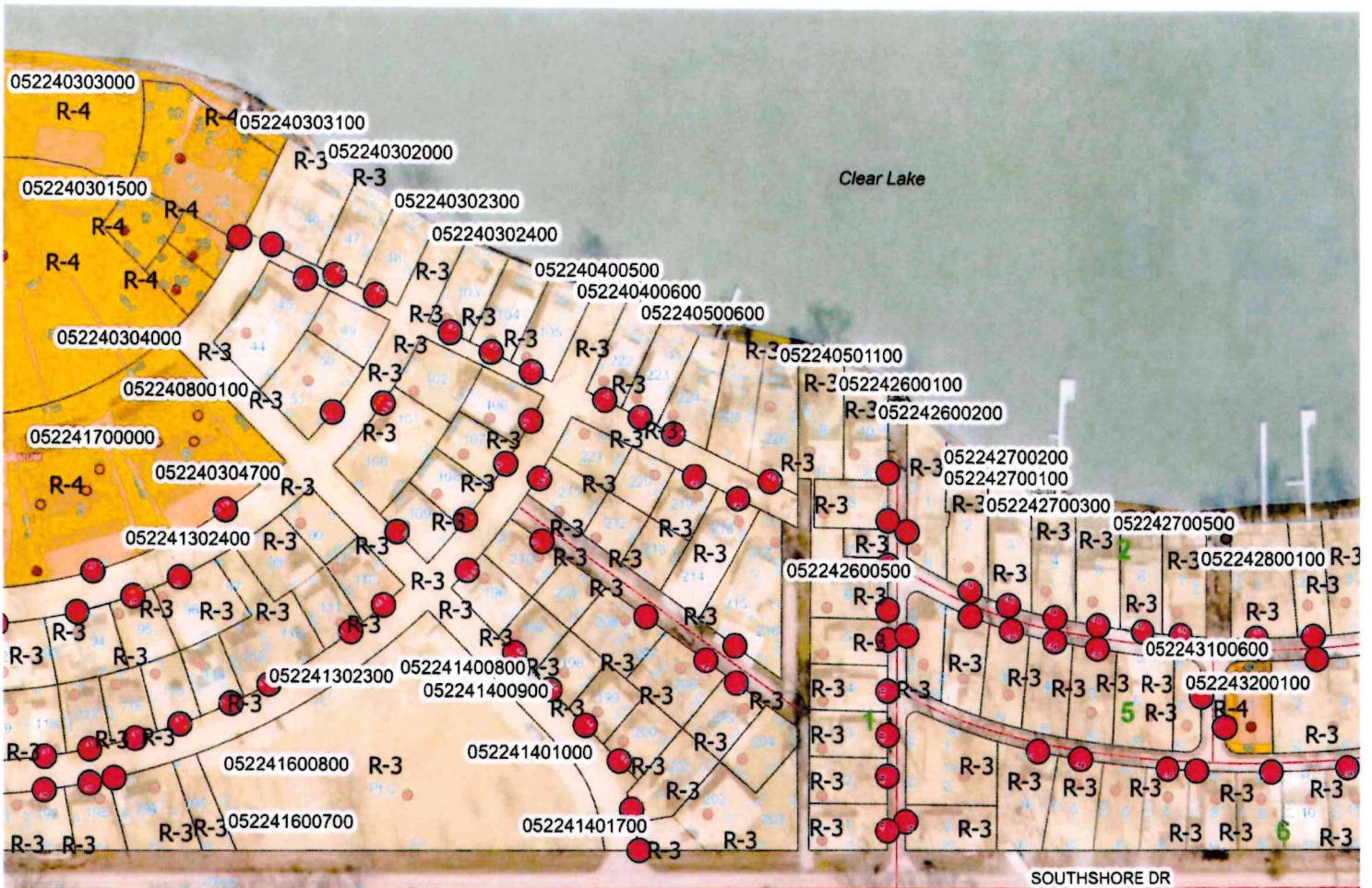
12. **WAIVER.** No waiver of any breach of this Agreement shall be considered to be a waiver of any other or subsequent breach.

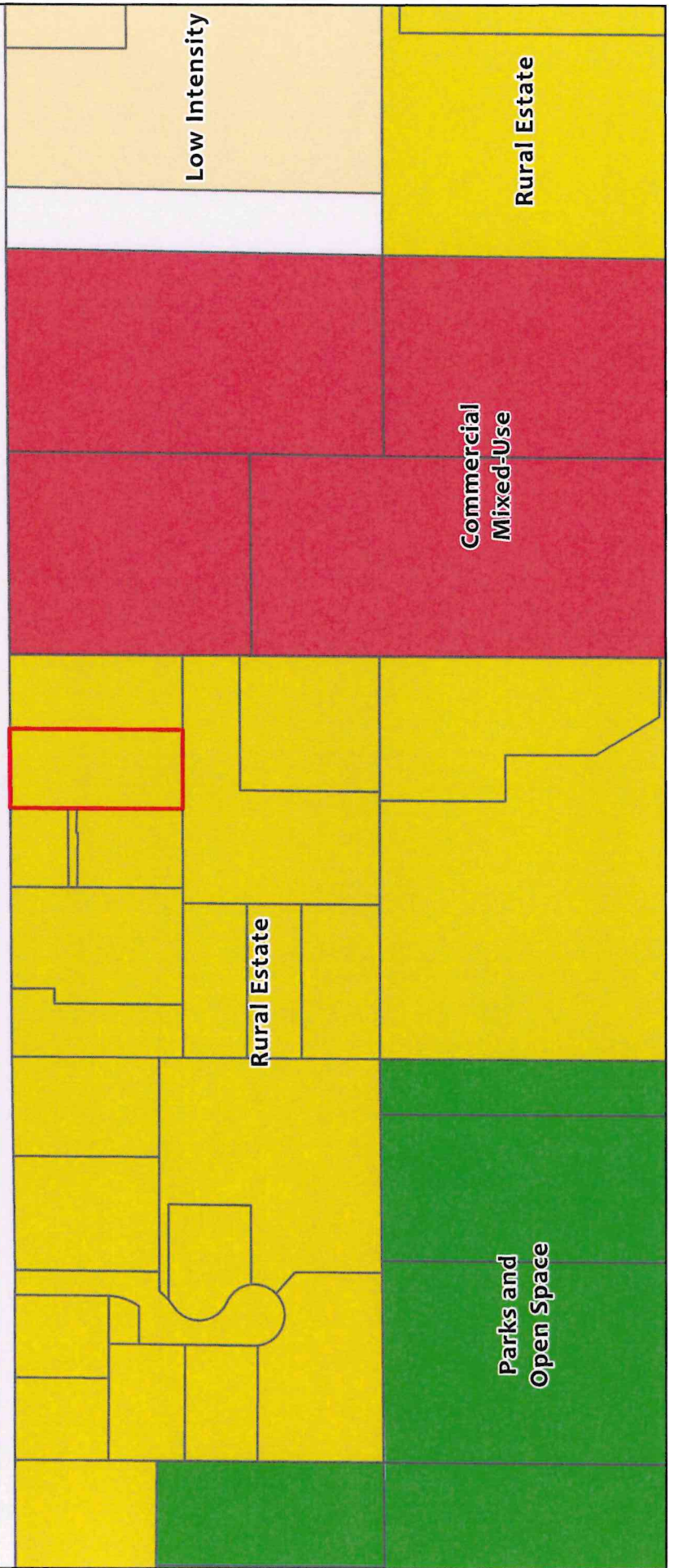
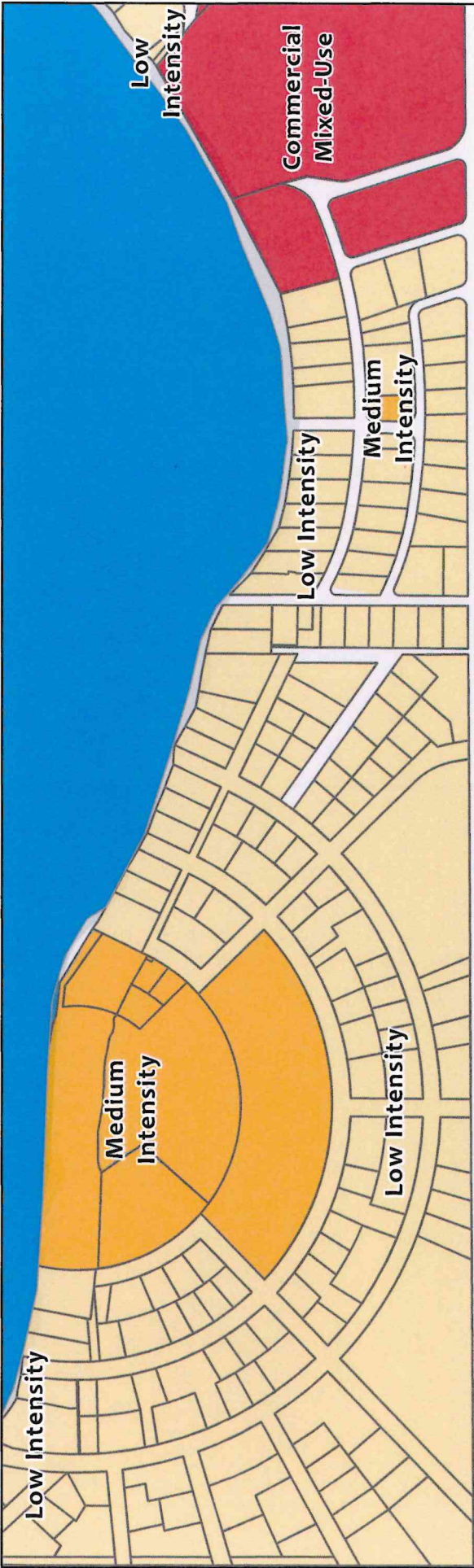
13. **SIGNATURE PAGES.** This Agreement is executed on separate signature pages and becomes effective when all parties have signed, whether on the same or separate copies of this Agreement.

The balance of this page is intentionally left blank.

R:\Arthur\realestate\seasement\drainage.lakeridge.maulsby.10-21-24.doc







Administrative Policy - Cerro Gordo County

April 21, 2025

Effective April 21, 2025, in working to continue good stewardship of taxpayer dollars and the trust the taxpayers of Cerro Gordo County have placed in the Cerro Gordo County Board of Supervisors, we adopt the following policy.

A. We will request all County departments exercise a thorough review of all vacancies that occur due to attrition before hiring new personnel. This review should analyze the following points:

1. Is the position necessary.
2. May the duties be absorbed by other employees within the department.
3. May some duties be absorbed by other departments.
4. May the duties be absorbed with a reasonable amount of overtime by existing department staff.
5. Can the duties be absorbed by a part-time employee.
6. Is there an opportunity for an employee sharing arrangement between departments.
7. What are the potential negative implications of not filling the position, including impact related to workload, safety and customer service to both citizens and internal staff.

B. The review may start upon notice the employee is leaving employment with Cerro Gordo County. The process for this review should involve the following individuals as part of the committee:

1. The Director/elected official of the department.
2. Any input from department supervisors the Director deems are necessary for the position review.
3. The Chief Administrative Officer (Director of Human Resources).
4. The Finance Director.

A written summary shall be presented to the Board of Supervisors and any applicable Board/Commission that appoints the Director of the department. If there are contradictory recommendations among the committee, there may be two separate recommendations presented that go through the analysis in section A.

The Board of Supervisors under Iowa Code Section 331.323(2)(g) may establish the number of deputies, assistants, and clerks for the office of auditor, treasurer, recorder, sheriff, and county attorney. We would encourage all county boards and commissions involved in county operations to adopt the policy. All departments that fall under the Iowa Code section above or report under the Board of Supervisors shall follow this review upon a vacancy in the department before the position is advertised.

This practice has been done informally at times. The policy will ensure that we, as stewards of taxpayer money, are performing our due diligence.

Adopted April 21, 2025

Chris Watts

Chairperson

Cerro Gordo County Board of Supervisors

APPLICATION FOR PERMIT TO PAVE ACCESS ON SECONDARY ROADS

CERRO GORDO COUNTY ENGINEER

17274 LARK AV.

MASON CITY, IA 50401

641-424-9037

cgcengineer@cgcounty.org

Applicant: Nick Fitch Date: 4-3-2025

Mailing Address: 2607 Northridge Parkway

Access Address: 5146 Clark St Clear Lake Ia

Phone No.: 515-2902498 Email Address: NickFitch@Furmanrealty.com

Contractor's name: Stenberg Concrete Construction

Contractor's Contact information: Furman Corporation

Urban areas:

Lot 14-19 Block 3 Subdivision 1st addition to Crane&Hills at Oakwood Park

Rural areas:

Quarter _____ Section _____ Township _____ Range _____

Existing road surface type: ☐ gravel ☐ asphalt ☐ portland cement concrete ☐ seal coated

Proposed access surface type: ☐ asphalt ☒ portland cement concrete

Thickness: 5" Width: 16' (not counting radius at road)

Comments: 12' driveway , 24x 30 parking in front of house with another access onto bayside ,
2' flares on driveway for total of 16' where meets road

Pursuant to Chapter 318, Code of Iowa, applicant requests permit to construct a paved surface on existing access to a secondary road. And agree to the general terms of the permit on following page. If completing and filing electronically, I acknowledge the text in signature block of applicant constitutes my true signature as if signed by ink.

Applicant signature Nick Fitch

*****County Action*****

Comments: Denied because we only allow 1 entrance
per site.
The Board of Supervisors can approve.

County Engineer _____ Date _____

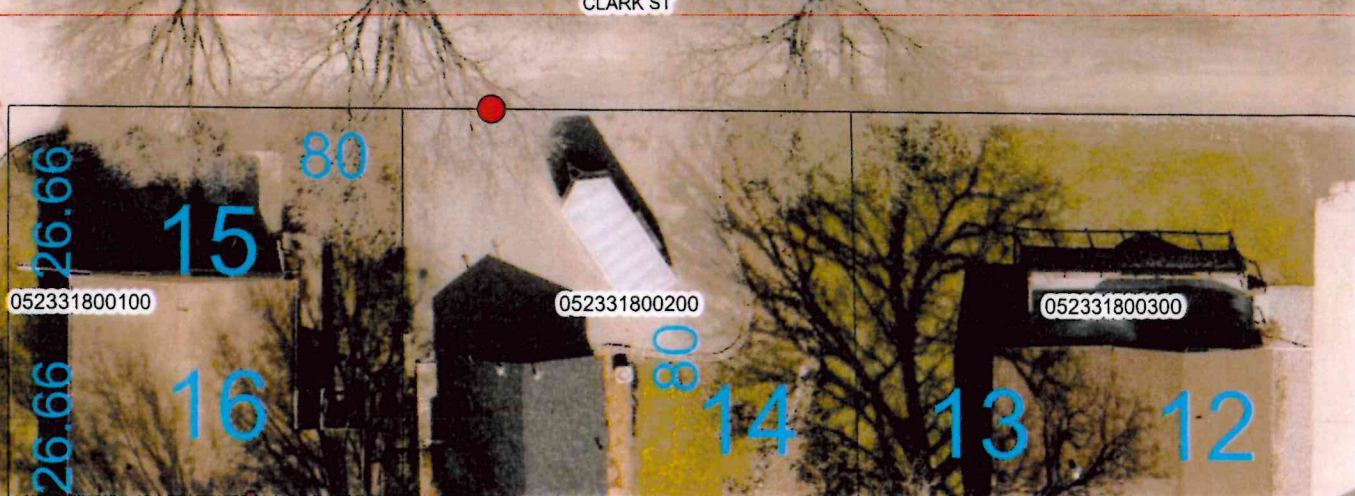


NEW

BAYSIDE AVE



CLARK ST





Cerro Gordo County Engineer

17274 Lark Ave., Mason City, Iowa 50401

(641) 424-9037
Fax (641) 424-9058

Brandon Billings, P.E.
Assistants: Andy Swinton and Spencer Nelson
Administrative Assistant: Michele Eicklenborg

April 7, 2025

Lance Lohse
Northern Natural Gas Co.
8101 Birchwood Ct. Suite F
Johnston, IA 50131

Dear Mr. Lohse:

This letter is written notification that your request to build a pair of entrances on the west side of Balsam Avenue north of 270th Street has been denied. The minimum clear spacing for entrances on industrial zoned properties is 600'. You may apply for a variance with the Cerro Gordo County Board of Supervisors. Should they approve your variance, this entrance will be subject to all specifications and construction requirements of the Cerro Gordo County Engineer. The north 20' entrance will require a minimum of 40' of new 15" diameter pipe. This pipe is to facilitate a safety slope. This pipe must be made of either corrugated metal, dual wall plastic or reinforced concrete and the pipe segments must be connected using factory banding. The south 40' entrance will not require a pipe. Due to these entrances being on a primary paved roadway a safety slope is required for both. Due to this requirement the spacing will need to be larger than the proposed 27.75'. The maximum top width of your entrances is 40'. Your finished entrances must be surfaced with a minimum of 2 inches of $\frac{3}{4}$ " crushed stone.

Please note that you will need a licensed contractor to build your entrances or if you would like to build them yourself, proof of insurance will be required as follows:

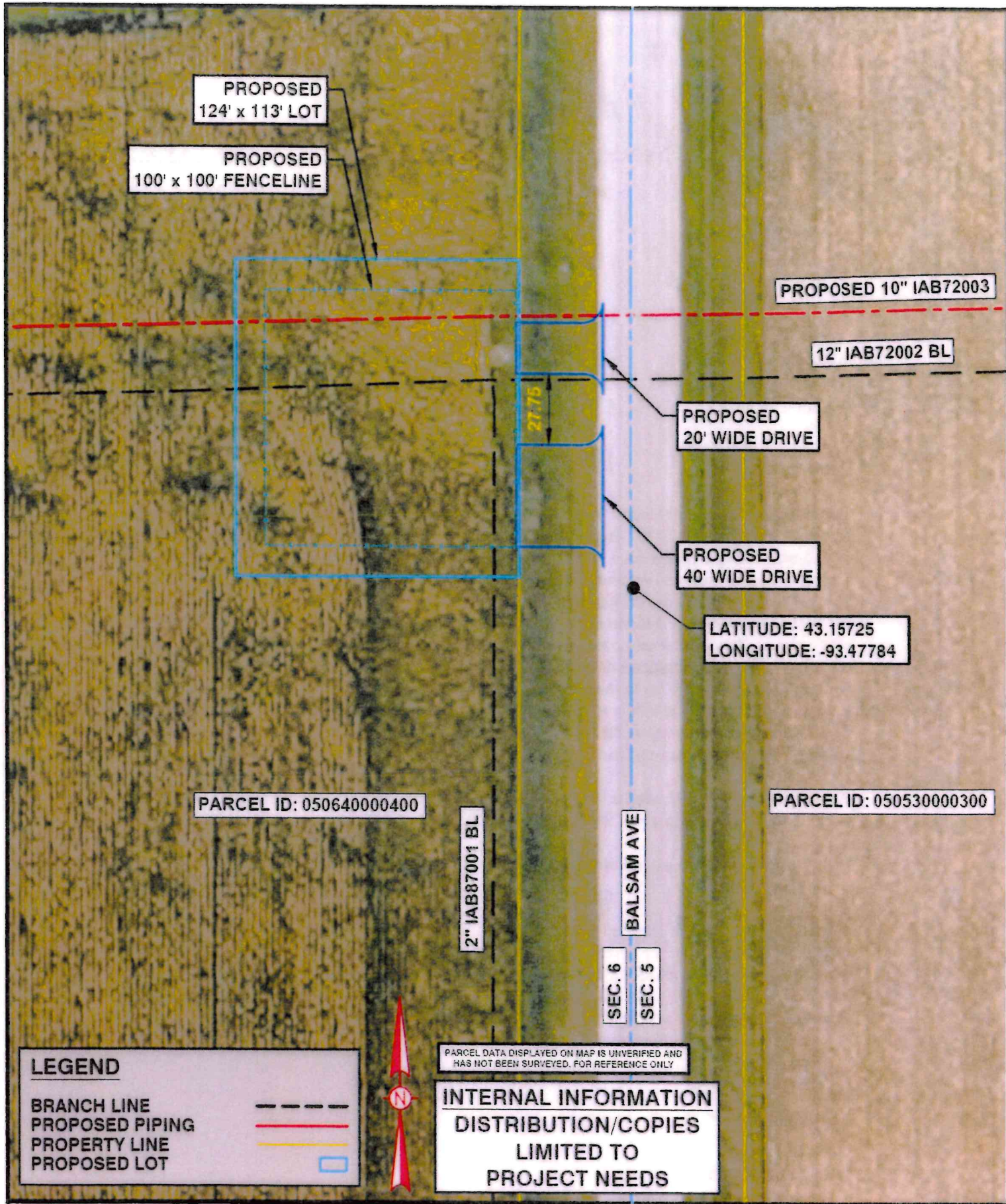
Public Liability Insurance, Each Occurrence	\$ 500,000
Umbrella	\$ 1,000,000

If you choose to have a licensed contractor build your entrances, please have them contact our office and we will issue the permit. If you choose to build the entrances yourself, we will need proof of insurance and a \$25 fee before the permit will be issued. After you receive your permit, you may proceed with your entrance construction. Please contact the Cerro Gordo County Engineers Office after the completion of your project so we can mark it as complete.

Sincerely,

A handwritten signature in black ink, appearing to read "Andy Swinton".

Andy Swinton
Assist. to the County Engineer



LEGEND

BRANCH LINE	---
PROPOSED PIPING	---
PROPERTY LINE	---
PROPOSED LOT	---

PARCEL DATA DISPLAYED ON MAP IS UNVERIFIED AND HAS NOT BEEN SURVEYED. FOR REFERENCE ONLY

INTERNAL INFORMATION

DISTRIBUTION/COPIES
LIMITED TO
PROJECT NEEDS

LAND USE TYPE: AGRICULTURE



IAB72001 - Mason City Vintage Pipe Replacement

01129368

Project Location Aerial Overview

Sec. 5, 6, T96N, R22W

Cerro Gordo County, Iowa

Review Issue
Sheet AR-01
Date: xx/xx/xx
Scale: 1:100

050640000200

050530000600

CH S14 BALSAM AVE

050640000400

050530000300

270TH ST

050720000200

050810000100

Cerro Gordo County Board of Supervisors

Memorandum – 2025-04-21 IT Board Agenda items

To: Chris Watts, Casey Callanan and Carl Ginapp

From: Ken Bahls

CC: Tom Meyer, Michelle Rush

Please add the following item to the Board Agenda:

- Authorize the IT Director to sign the Quote from Fortra for a Document Management system for \$22,283

Rationale

Looking for a more stable and feature rich document management system we selected WebDocs from Fortra.

We negotiated limiting increases to 4% for the first 3 years. Last year's cost for our current document management system was \$14,468.

This is a planned and budgeted expense.



Dear Valued Customer,

We're happy to announce that we've rebranded and implemented a corporate name change! Meet Fortra, the new face of HelpSystems.

How This Impacts You

Please note that this name change does not impact your contract or service delivery in any manner. Other than certain invoicing and payment adjustments as provided below, contacts and communications with us concerning your services will remain the same.

We are also changing our bank accounts for payment. To help your accounts payable team with this transition, we have included the relevant details below regarding the new payment process and contact points.

New Payment Details

The account for payment has changed to the following:

ACH or WIRE: ACH Routing #: 124001545 (UT) Wire Routing #: 021000021 Account #: 895537857 SWIFT ID: CHASUS33 Bank: J.P.Morgan City & State: New York, New York Email Remittances: FortraLLC.eremit@jpmchase.com and accountsreceivable@fortra.com	SEND CHECKS TO: Domestic (US) Checks Only: Fortra, LLC P.O. Box 735324 Chicago, IL 60673-5324
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Updated W-9:

<https://community.fortra.com/forms/W9.pdf>

Supplier Setup

If you need us to complete a supplier setup form as part of this change, please send the form to collections@fortra.com. The team will return the completed form to you as soon as possible.

Remittance Advice

Going forward, you can send all remittance advices to accountsreceivable@fortra.com.

Contact for Questions

If you have questions about invoice details, payments, or processes, please direct them to our Customer Operations Team at collections@fortra.com.

Thank you,

The Fortra Finance Team

About Fortra

Fortra is a cybersecurity company like no other. We're creating a simpler, stronger future for our customers. Our trusted experts and portfolio of integrated, scalable solutions bring balance and control to organizations around the world. We're the positive changemakers and your relentless ally to provide peace of mind through every step of your cybersecurity journey.



-DO NOT PAY - QUOTE

Fortra, LLC
11095 Viking Drive, Suite 100
Eden Prairie, MN 55344
United States

Tax ID: 30-0290533
Phone: +1 952-933-0609
www.fortra.com

Date: 25-Mar-25	Account: Cerro Gordo County (00100989)	Quote #: Q-0000448289	Net Terms: 30 Days	Expiration Date: 16-May-25
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Shipping Info

Name: Ken Bahls
Company: Cerro Gordo County
Address: 220 N Washington Ave.
Mason City, Iowa
United States
Phone: 641-421-3087
Email: kfield@cerrogordo.gov

Billing Info

Name: Ken Bahls
Company: Cerro Gordo County
Address: 220 N Washinton Ave.
Mason City, Iowa
United States
Phone: 641-421-3087
Email: kfield@cerrogordo.gov

Description			Amount
Hardware ID: System Type: Production			
Subscriptions			
<u>Product</u>	<u>Qty</u>	<u>Duration</u>	
Imaging Barcode/OCR	1	12 months	0.00
Scan Workstation - Single License	1	12 months	0.00
Imaging Barcode/OCR	1	12 months	0.00
Scan Workstation - Single License	1	12 months	0.00
Imaging Barcode/OCR	1	12 months	347.00
Scan Workstation - Single License	1	12 months	636.00
Webdocs Document Management for Windows - 75 User Pack	1	12 months	16,500.00
DeliverNow Windows Monitor	1	12 months	0.00
Services			
<u>Product</u>	<u>Qty</u>		
Getting Started Services for Basic Document Management	1		4,800.00
Subtotal			22,283.00
Tax			Calculation pending
Total			22,283.00
			Currency: USD

This Quote is subject to the terms and conditions set forth in the Fortra Master Solutions Agreement and applicable Solution Specific Schedule(s) located at www.fortra.com/legal

This quote, including all related pricing, EXPIRES on 16-May-25

Contact: Mike Long	Phone: +1 (952) 563-1615	Email: Mike.Long@fortra.com
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-DO NOT PAY - QUOTE

Fortra, LLC
11095 Viking Drive, Suite 100
Eden Prairie, MN 55344
United States

Tax ID: 30-0290533
Phone: +1 952-933-0609
www.fortra.com

Date: 25-Mar-25	Account: Cerro Gordo County (00100989)	Quote #:Q-0000448289	Net Terms:30	Expiration Date: 16-May-25
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Total Initial Service Fee – this is the total service fee for the initial service term which includes the full-term cost and any implementation of set up fees. For this order form, this amount is \$59,374.93

Total Initial Service Fee – this is the total service fee for the initial service term which includes the full-term cost and any implementation of set up fees.	\$ 59,374.39.
Annual Service Fee – this term represents both (1) the annual installment payment for the initial service term (exclusive of the set-up fees) for multi-year deals and (2) subsequent annual payments if the Quote is auto-renewed on a year-to-year service term basis thereafter	
First Year Service Fee – <u><i>Includes year 1 software subscription and Getting Started Services Pack</i></u>	First Year Service Fee \$ 22,283.00
Second Year Service Fee	Year 2 \$ 18,182.32
Third Year Service Fee	Year 3 \$ 18,909.61
After the initial Service term, this Quote will automatically renew for additional, successive one-year terms unless either party gives the other party written notice of the non-renewal at least sixty (60) days prior to the expiration of the then-current service term.	
Invoicing: All Service fees and payment are exclusive of any applicable sales, use, excise, or VAT taxes. Cerro Gordo County will be invoiced for the non-refundable First Year Service Fees upon Cerro Gordo County's execution of this Quote unless otherwise provided herein. The Annual Service Fee will increase annually by 4% after the initial Service term for subsequent Service terms unless this Quote is terminated or not renewed per the above terms.	
For a multi-year Service term, Cerro Gordo County will be invoiced the non-refundable Total Initial Service Fee in annual installments as follows: Cerro Gordo County will first be invoiced the First Year Service Fees as provided above, and thereafter, Client will be invoiced the remaining balance of the Total Initial Service Fee in annual installments equal to the respective year as listed above.	

Services terms below include:

Services will be invoiced upon order execution. Services payment is required upfront within Net Terms. Pre-paid services are not dependent on delivery or completion. Services expire 12 months from the date of purchase. All fees are nonrefundable.

For onsite services, consultant(s) expenses are invoiced following the visit. Customer is responsible for any costs associated with changes in travel arrangements made at the customer's request.

Completion Criteria: Services will end when one of the following first occurs: 1) We complete the project, or 2) We complete the number of hours, or Services expire, or 3) Either of us terminates the project stated with written notice to the other party.

If further assistance is required for services outside of these terms, Fortra will provide another contract for said services.

Scheduled remote working sessions must be scheduled in continuous blocks of time with a minimum of 1-hour blocks for on-demand service requests and 2-hour blocks for implementation and migration services.

The Services shall be performed in accordance with a mutually agreeable schedule. Fortra shall perform the Services during Fortra's normal business hours 8:30am and 5:00pm Monday through Friday at the location of the consultant, excluding holidays, unless otherwise agreed in writing.

If, during the engagement, by mutual agreement the description of the Services and/or the cost estimate changes, a written change order must be prepared and signed by you and Fortra.

If the Services include Fortra installing or updating software on Customers systems, Customer acknowledges that Fortra will not be responsible for any damage to, or disruption of Customers systems or other software. The cumulative liability of Fortra for all claims relating to or from Services will not



-DO NOT PAY - QUOTE

Fortra, LLC
11095 Viking Drive, Suite 100
Eden Prairie, MN 55344
United States

Tax ID: 30-0290533
Phone: +1 952-933-0609
www.fortra.com

exceed the total fees paid to Fortra by you.

Any modifications to Fortra products and/or any custom software developed by Fortra for (the "Customized Code") are delivered on an "AS IS" basis without warranty or representation of any kind. Customized Code is not supported by Fortra and is not subject to any maintenance or support plan covering the underlying Fortra products.

The deliverables are delivered to you on an "AS IS" basis without warranty or representation of any kind. Fortra hereby disclaims all representations and warranties, express or implied, oral, or written, in fact, arising by operation of law or otherwise, except as expressly stated in this quote and designated as representations or warranties, including without limitation all warranties of merchantability or fitness for a particular purpose.

The entire right, title, and interest in and to the Work and the Other Intellectual Property, including without limitation, all copyrights, patent rights, trade secrets and all other worldwide intellectual property rights therein, shall be and remain with Fortra. Any Services work created or developed by Fortra for this engagement are licensed to Customer as part of the underlying Fortra software and are subject to the terms and conditions of the existing license between Fortra and you.

We do our best to accommodate schedule changes, however we require a minimum of 2 business days' notice for scheduled remote working sessions that are less than 8 hours, 5 business days' notice for full-day engagements and 10 business days' notice for changes to scheduled onsite visits. If a cancellation is made within these windows or in the event of a no-show, we reserve the right to charge for the scheduled session/visit.

Services may be terminated by you or Fortra with thirty (30) days written notice if the other party breaches the Services terms unless the breaching party cures the breach within the thirty-day period. Fortra may stop work and terminate Services immediately upon written notice if you fail to make any payment when due to Fortra.

Customer will not solicit or offer employment to any Fortra employee who performs Services under this engagement during the term of this engagement and for a period of six (6) months thereafter. If Customer employs or engages as a consultant an individual who has been assigned by Fortra as a resource for a Services engagement, then Customer shall pay to Fortra a fee of \$150,000, as liquidated damages and not as a penalty.

The Quote is subject to the terms and conditions of any previously existing written agreement between the parties.

This quote, including all related pricing, EXPIRES on 16-May-25

Contact: Mike Long

Phone: +1 (952) 563-1615

Email: Mike.Long@fortra.com



-DO NOT PAY - QUOTE

Fortra, LLC
11095 Viking Drive, Suite 100
Eden Prairie, MN 55344
United States

Tax ID: 30-0290533
Phone: +1 952-933-0609
www.fortra.com

Date: 25-Mar-25	Account: Cerro Gordo County (00100989)	Quote #: Q-0000448289	Net Terms: 30	Expiration Date: 16-May-25
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By signing below, I confirm acceptance of the attached quote from Fortra. This authorizes Fortra to send an invoice for the software and services listed on the attached quote, as well as provide temporary license keys for the quoted software.

For perpetual licenses I understand that permanent keys will be provided upon receipt of payment for the invoice and delivery to Fortra of any hardware information necessary to create permanent keys. For subscriptions I understand that keys for the term of the subscription will be provided upon receipt of payment for the invoice and delivery to Fortra of any hardware information necessary to create those keys.

Signature

Print Name

Title

Date

This quote, including all related pricing, EXPIRES on 16-May-25

Contact: Mike Long	Phone: +1 (952) 563-1615	Email: Mike.Long@fortra.com
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