

CERRO GORDO COUNTY DRAINAGE WORK ORDER

Work Order No.: 2025-05-29-01

Date Filed: 5/29/25

To: Cerro Gordo County Board of Supervisor's

It is hereby requested that changes be made on:

Drainage District: 31

Lateral: 14B

Assessable District: Lat 14

Diameter of Tile: _____

Tile Material: _____

Section, Township, Range: 18-94-22 (Grimes

Qtr - Qtr: NE1/4Requested by: Bruce Schlichting

☐ Owner ☐ Tenant ☒ Other

Address: _____

Phone No.: 641-420-5009

Landowner Name: Arlys Joy Thompson
(if different from requestor)

Contractor Assigned: _____

Engineer Appointed: _____

Date Engineer Appointed: _____

Attorney Appointed: _____

Date Attorney Appointed: _____

Coordinates:
Latitude _____

Latitude _____

Longitude _____

Vendor Paid: _____

Total Amount Paid: _____

Date Paid: _____

Date Completed: _____

Chairman's Signature: _____

Problem: Bruce called Corey who then called the auditors office about a sunk hole.

From what Corey described I believe it is on Lateral 14B.

19

31/1/86
Main Tile

THADA FARMS LLC
131810000200

THADA FARMS LLC
131810000500

THADA FARMS LLC
131820000100

THOMPSON
ARLYS JOY
131820000200

THOMPSON
ARLYS JOY
131820000300

BUCKNELL
ROGER L
131820000400

31/1/86
Lat 14

13

Lat 14B

Lat 14B

Lat 14B1a

Lat 14B2
12"

THOMPSON
ARLYS JOY
131840000100

THOMPSON
ARLYS JOY
131840000200

PETERS DAVID A
131830000500

THOMPSON
ARLYS JOY
131830000400

PETERS LAVONNE C
131840000300

PETERS DAVID A
131840000500

CH S14 BALSAM AVE

Lat 14B
22"

GROESBECK
LINDA KAE
131710000100

GROESBECK
LINDA KAE
131710000200

31/1/86
Main Open

GROESBECK
LINDA KAE
131710000600

GROESBECK
LINDA KAE
131710000400

17

HAMPTON
NICOLAS A
131710000500

SPRAU JENEE
131730000700

MYERS CYNEVA ZOE
131730000800

MYERS CYNEVA ZOE
131730000400

MYERS CYNEVA ZOE
131730000500



**BOLTON
& MENK**

Real People. Real Solutions.

1609 US Hwy 18 East
Algona, IA 50511

Phone: (515) 395-3140
Bolton-Menk.com

May 22, 2025

Larson Contracting Central LLC
508 West Main Street
Lake Mills, Iowa 50450

RE: Change Order No. 2 and Pay Request No. 3 – Semi Final
Drainage District No. 57
Cerro Gordo County, Iowa
Project No.: OP1.126016

Dear Larson Contracting Central LLC:

Enclosed are three (3) copies of Change Order No. 2 and three (3) copies of Pay Request No. 3 – Semi Final for payment on the above-referenced project in Cerro Gordo County Drainage District No. 57.

Please review the attached Change Order and Pay Request. **If acceptable, please sign all copies and send all copies to the Cerro Gordo County Auditor's Office.**

If you have any questions, please feel free to call.

Sincerely,

Bolton & Menk, Inc.

Tyler A. Conley, P.E.
Project Manager

TAC/pnt

Encl.

Cc: Adam Wedmore, Cerro Gordo County Auditor (via email)
Sandy Shonka, Cerro Gordo County Real Estate Deputy (via email)
Hannah Schmitz, Cerro Gordo County Real Estate Assistant (via email)

CHANGE ORDER

No. 2

PROJECT: Drainage District No. 57, Open Channel Cleanout, Cerro Gordo County, Iowa

DATE OF ISSUANCE: 5/22/2025

EFFECTIVE DATE: 5/22/2025

OWNER: Trustees of Drainage District No. 57, Cerro Gordo County, Iowa

ENGINEER'S Project No.: OP1.126016

CONTRACTOR: Larson Contracting Central, LLC

ENGINEER: Bolton & Menk, Inc.

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

Description:

Rectify actual quantities with contract quantities.

Reason for Change Order:

Rectification of quantities.

Attachments: (List documents supporting change)

Attachment A: Itemized Additional Items & Quantities

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
<u>\$32,157.71</u>	Substantial Completion : September 30, 2024 Ready for final payment : September 30, 2024
Net changes from previous Change Orders No. 0 to No. 1	Net changes from previous Change Orders No. 0 to No. 1
<u>\$0.00</u>	<u>62</u> days
Contract Price Prior to this Change Order	Contract Times prior to this Change Order
<u>\$32,157.70</u>	Substantial Completion : December 1, 2024 Ready for final payment : December 1, 2024
Net Decrease of this Change Order	Net Increase of this Change Order
<u>\$ - 1,965.23</u>	<u>0</u> days
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
<u>\$30,192.48</u>	Substantial Completion : December 1, 2024 Ready for final payment : December 1, 2024

RECOMMENDED: Bolton & Menk, Inc.

APPROVED: Board of Supervisors, acting as
Trustees of Drainage District No. 57

ACCEPTED: Larson Contracting Central, LLC

By:

Engineer (Authorized Signature)

By:

Owner (Authorized Signature)

By:

Contractor (Authorized Signature)

Date:

5/23/25

Date:

Date:

Cc: Cerro Gordo County – Owner
Larson Contracting Central, LLC - Contractor
Bolton & Menk, Inc. – Engineer

Contractor's Application for Payment

Owner:	Cerro Gordo County Drainage District No. 57	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	OP1.126016
Contractor:	Larson Contracting Central LLC	Agency's Project No.:	
Project:	Open Channel Cleanout		
Contract:			
Application No.:	3 - Semi Final	Application Date:	5/22/2025
Application Period:	From 11/27/25	to	05/21/25

1. Original Contract Price	\$	32,157.71
2. Net change by Change Orders	\$	(1,965.23)
3. Current Contract Price (Line 1 + Line 2)	\$	30,192.48
4. Total Work completed and materials stored to date (Sum of Column H Unit Price Total and Column M Stored Materials)	\$	30,192.48
5. Retainage		
a. 10% X \$ 30,192.48 Work Completed	\$	3,019.25
b. X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	3,019.25
6. Amount eligible to date (Line 4 - Line 5.c)	\$	27,173.23
7. Less previous payments	\$	22,550.01
8. Amount due this application	\$	4,623.22

Contractor's Certification

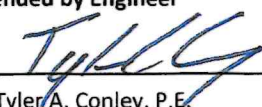
The undersigned Contractor certifies, to the best of its knowledge, the following:

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

Contractor: Larson Contracting Central LLC

Signature: _____ **Date:** _____
Name: _____ **Title:** _____

Recommended by Engineer

By: 
Name: Tyler A. Conley, P.E.
Title: Project Manager
Date: 5/23/25

Approved by Owner

By: _____
Name: Lori Meacham Ginapp
Title: Chair, Cerro Gordo County Board of Supervisors
Date: _____

Attachment A

[illegible]

Progress Estimate - Unit Price Work

Owner:	Cerro Gordo County Drainage District No. 57	Owner's Project No.:	091.126016
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	091.126016
Contractor:	Larson Contracting Central LLC	Contractor's Project No.:	
Project:	Open Channel Cleanout	Agency's Project No.:	
Contract:			

Contractor's Application for Payment

Application No.: 3 - Semi Final			Application		From	11/27/25	to	05/21/25	Application Date: 05/22/25				
A	B	C	D	E	F	F1	F2	G	H	K	L		
Bid Item No.	Description	Contract Information			Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - I) (\$)		
		Item Quantity	Units	Unit Price (\$)									
		Original Contract											
1	Open Ditch Excavation	21.50	STA	378.58	8,139.47	21.50	8,139.47	21.50	8,139.47	100%	-		
2	Spoil Bank Leveling (Two Sides)	17.00	STA	209.37	3,559.29	8.50	1,779.65	17.00	3,559.29	100%	-		
3	Spoil Bank Leveling (One Side)	3.25	STA	182.34	592.61	1.63	296.30	3.25	592.61	100%	-		
4	Open Ditch Seeding and Fertilizing	21.50	STA	142.37	3,060.96	-	-	21.50	3,060.96	100%	-		
5	CMP Surface Drain, 24" Dia.	20.00	LF	70.58	1,411.60	20.00	1,411.60	20.00	1,411.60	100%	-		
6	CMP Surface Drain Apron, 24" Dia.	-	EA	432.46	-	-	-	-	-	-	-		
7	CMP Tile Extension, 12" Dia.	-	LF	47.13	-	-	-	-	-	-	-		
8	Animal Guards, 12" Dia.	1.00	EA	93.73	93.73	1.00	93.73	1.00	93.73	100%	-		
9	Geotextile Fabric	-	SY	7.12	-	-	-	-	-	-	-		
10	Clearing and Grubbing	1.00	LS	7,712.00	7,712.00	1.00	7,712.00	1.00	7,712.00	100%	-		
11	Riprap, IDOT Class E	46.60	TN	46.27	2,156.18	46.60	2,156.18	46.60	2,156.18	100%	-		
12	Fence Cuts	1.00	EA	118.64	118.64	1.00	118.64	1.00	118.64	100%	-		
13	Removal of Fence, Field	100.00	LF	4.75	475.00	100.00	475.00	100.00	475.00	100%	-		
14	Mobilization	1.00	LS	2,873.00	2,873.00	1.00	2,873.00	1.00	2,873.00	100%	-		
Original Contract Totals w/ Approved Change Orders					\$ 30,192.48		\$ 25,055.57		\$ 30,192.48	100%	\$		



**County Auditor
Cerro Gordo County Courthouse**

220 N Washington Ave
Mason City, IA 50401
www.cerrogordo.gov

Adam Wedmore, Auditor
641-421-3034
awedmore@cerrogordo.gov

Date: May 27, 2025

To: Drainage District Trustees

Re: Request for Easement Through Drainage District ROW- JDD113/123

An application for easement through a drainage district right-of-way was filed by Sara Smith, engineer with IDALS, on behalf of T&J Boehnke Farms. The request is to modify Joint Drainage District 113/123 facilities to create a wetland pool within the drainage district.

The applicant has been informed that their application and associated documents may be referred to a drainage engineer and any expenses related to reviewing the application would be the responsibility of the applicant.

Based on the scope of the project I would recommend an engineer with drainage district expertise be assigned to review the plans and make a recommendation to the Trustees. Tyler Conley with Bolton & Menk is aware of this proposed project and has agreed to serve as the drainage engineer for this review, if appointed. I recommend the Trustees of Joint Drainage District 113/123 assign this application to Tyler Conley to review and provide a recommendation back to the Trustees.

Thanks,

A handwritten signature in blue ink, appearing to read "Adam Wedmore".

Adam Wedmore
Cerro Gordo County Auditor

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:

T+J Bochnke Farms, LLC

State of Incorporation:

Iowa

Federal I.D. No. /SSN:

92-3185482

Address:

2445 260th St

Ventura IA 50482

Contact Person:

Title:

Sara Smith, PE (Iowa Department of Land Stewardship-IDALS)

Address:

502 E 9th St

Des Moines IA 50319

Phone:

515-422-7335

Email:

sara.smith@iowaagriculture.gov

II. Project Information

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

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

Proposing a nutrient reduction constructed wetland, as part of the Iowa Water Quality Initiative. The existing Drainage District tiles would be intercepted, and the tile water will be treated at the wetland, to remove the nitrates via denitrification.

Drainage District Facilities to be crossed:

DD#16. Laterals 2 & 3 will be diverted to the wetland pool, and will remain in service. Lateral 4 will be relaid around the wetland and will reconnect to the wetland outlet pipe. Lateral 5 and main SW of wetland will outlet to wetland pool, 1 ft above the pool elevation.

Existing drainage capacity of the DD to be intercepted will be maintained.

Proposed Commencement Date:

09-01-2025

Estimated Construction Period:

Early fall 2025, otherwise Spring 2026

Affected Drainage District (s):

DD #16

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 21st day of May, 2025.

Applicant

T + J Boehnke Farms LLC

By Tom Boehnke - President
(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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I. Applicant Information

Full Legal Name:

David P Bochnke

State of Incorporation:

I

Federal I.D. No. /SSN:

483-04-3035

Address:

2430 Union Ave
Garner, IA 50438

Contact Person:

Title:

Sara Smith, PE (Iowa Department of Land Stewardship-IDALS)

Address:

502 E 9th St

Des Moines IA 50319

Phone:

515-422-7335

Email:

sara.smith@iowaagriculture.gov

II. Project Information

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

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

Proposing a nutrient reduction constructed wetland, as part of the Iowa Water Quality Initiative. The existing Drainage District tiles would be intercepted, and the tile water will be treated at the wetland, to remove the nitrates via denitrification.

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Dated this 20th day of May, 2025.

Applicant

David Boehnke

By

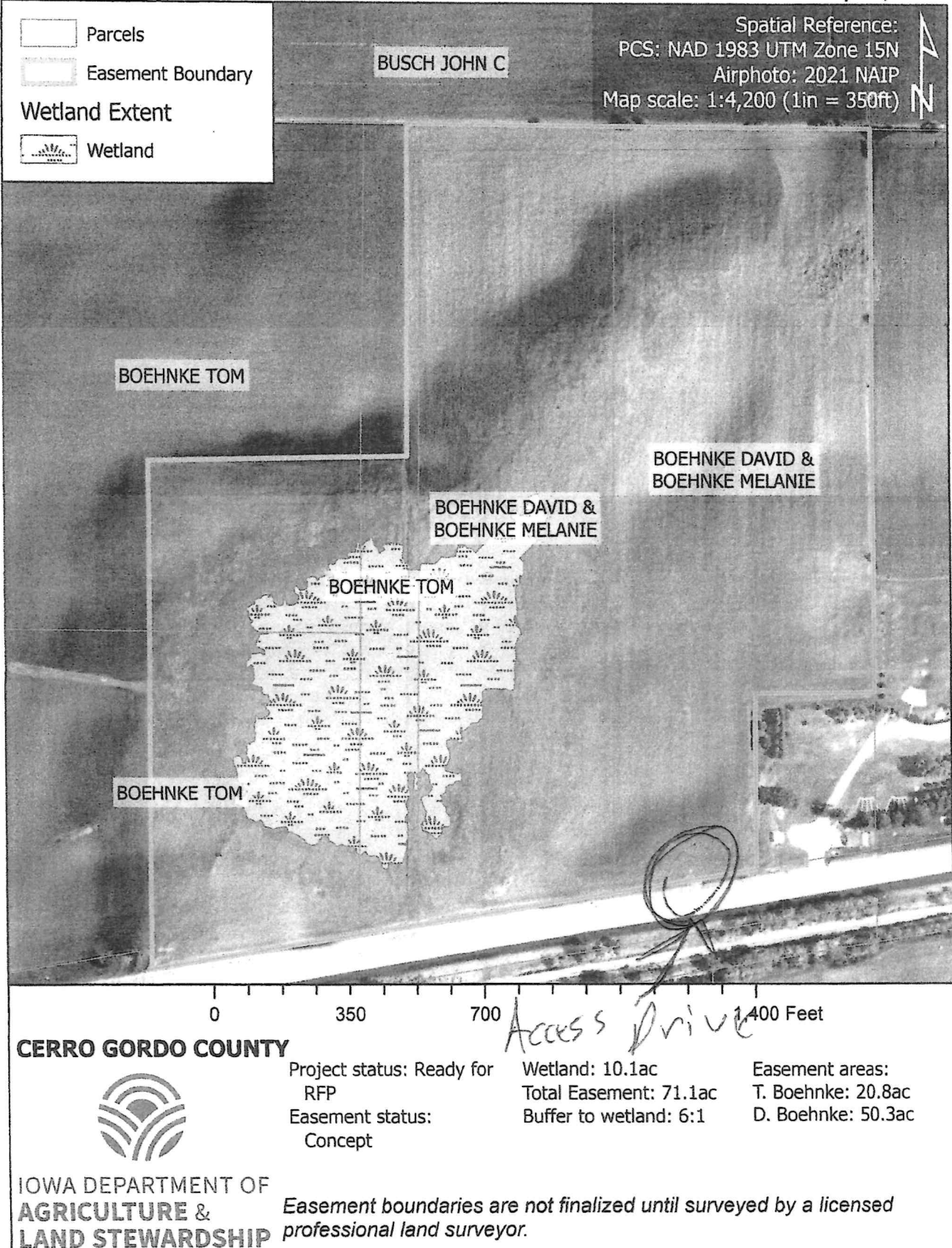
David Boehnke
(Print Name and Title)

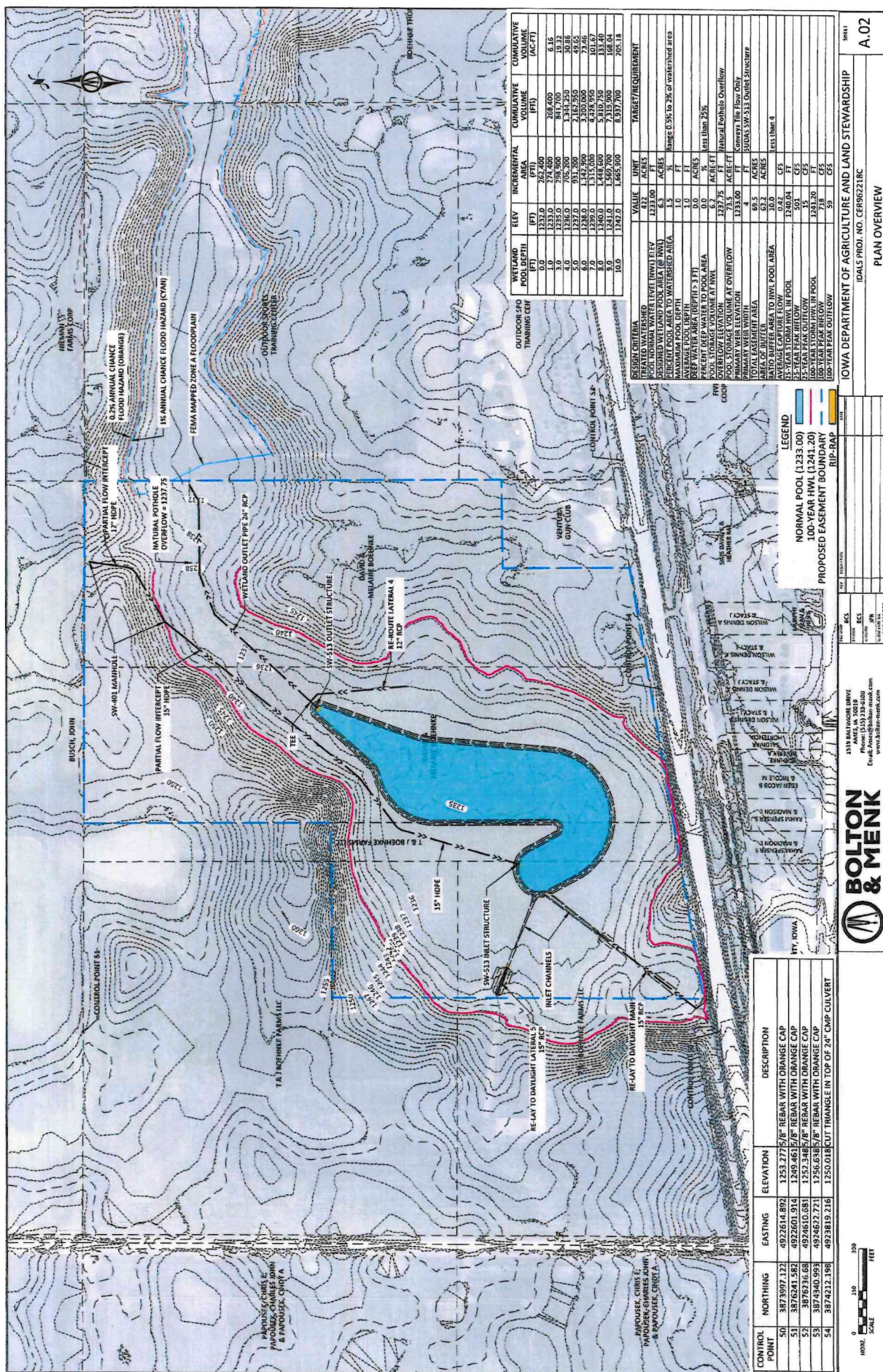
For County Use Only

<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	_____

Wetland Project: CER962218C

July 26, 2023





FISCAL AGENT AGREEMENT

This agreement, made this 2 day of May, 2024 is between the North Iowa Children's Alliance Board of Directors, hereafter referred to as **LOCAL BOARD**, and Cerro Gordo County, hereafter referred to as the **Fiscal Agent**.

I. Purpose of Agreement

The LOCAL BOARD has been designated an Early Childhood Iowa area within the geographical area it serves and has received a grant of State allocated funds of \$ 538,206.55 (hereinafter referred to as EARLY CHILDHOOD IOWA funds) for state fiscal year 2026.

Pursuant to Iowa Code Chapter 256I the LOCAL BOARD is required to designate a public entity as a fiscal agent to administer grant funds. Cerro Gordo County has been designated as the fiscal agent for the Board.

II. Duration of Agreement

This agreement shall become effective on July 1, 2025 until June 30, 2026, or until earlier terminated according to the provisions herein. This agreement may be renewed or extended by the mutual written agreement of the parties in the form of an amendment specifying the new agreement period and the amount of funds available to the LOCAL BOARD for the new agreement period. All other terms of the agreement shall remain in effect unless otherwise specifically amended.

III. Responsibilities of Fiscal Agent

The Fiscal Agent shall provide the following services for funds for which it is acting as fiscal agent:

- A. Deposit EARLY CHILDHOOD IOWA funds into accounts in accordance with Iowa Code Chapter 12C and the Cash Management Improvement Act, 31 U.S.C. §6501 et seq.
- B. Issue payments from the Early Childhood Iowa grant account as directed by authorized LOCAL BOARD personnel. Payments shall be issued to the individual, vendor, business, or other entity identified by the LOCAL BOARD, in the amount specified, and to the address provided by the LOCAL BOARD. Payments shall be issued as directed, within 30 work days from the date the Fiscal Agent receives written notification from authorized LOCAL BOARD personnel.
- C. Be responsible for any costs charged by the financial institution for maintaining the Early Childhood Iowa grant account or accounts containing EARLY CHILDHOOD IOWA grant funds. The Fiscal Agent shall ensure that any such costs are reduced or offset to the extent possible through earnings credits offered by the financial institution.

- D. Be responsible for completing and submitting any 1099 reports as required by federal or state law or regulation.
- E. Maintain accounting records for state allocated funds that at a minimum include the following:
 - 1. For each grant payment and for each payment made as directed by the LOCAL BOARD:
 - a. The date written notification/authorization was received from the Local Board.
 - b. The name of the authorized LOCAL BOARD staff authorizing the payment.
 - c. The name and mailing address of the payee.
 - d. The amount of the payment.
 - e. The check number or other unique identification of the payment.
 - f. The date the payment was mailed or hand-delivered to the payee.
 - g. The date the payment is cleared or paid out of the EARLY CHILDHOOD IOWA grant account or account containing EARLY CHILDHOOD IOWA grant funds.
 - h. The date of any stop payment requested by the Fiscal Agent and the reason.
 - 2. Running balances for each fund which include:
 - a. The cumulative amount of payments authorized by the LOCAL BOARD.
 - b. The cumulative amount of payments issued.
 - c. Available Early Childhood Iowa grant funds that are not encumbered or otherwise allocated for payments made but not yet cashed.
- F. Provide for, account for and deposit the amount of any monthly bank costs for maintaining the Early Childhood Iowa fund account or proportion of such costs attributable to that portion of an account constituting Early Childhood Iowa grant funds, and the amount of any monthly interest earned for the Early Childhood Iowa fund account or proportion of such earnings attributable to that portion of an account constituting Early Childhood Iowa grant funds into the appropriate ECI fund account.
- G. Submit monthly expenditure reports within 30 workdays from the end of the prior month to the LOCAL BOARD. Reports shall be submitted in a format agreed to by the LOCAL BOARD and the Fiscal Agent and shall include as much of the information as the Fiscal Agent is required to maintain as described in this section as the LOCAL BOARD may request, and as is necessary to reconcile the records of the LOCAL BOARD with the records of the Fiscal Agent.
- H. Submit a report within 30 workdays from the end of the agreement period, or such earlier date as the agreement may be terminated, to the LOCAL BOARD. The report shall be submitted in a format agreed to by the LOCAL BOARD and the Fiscal Agent and shall include as much of the information as the Fiscal Agent is required to maintain as described in this section and as the LOCAL BOARD may request, and as is necessary to reconcile the records of the LOCAL BOARD with the records of the Fiscal Agent.
- I. Iowa Administrative Code Chapter 541.9 requires an audit, conducted by an independent agency, of the early childhood Iowa funds managed by area boards. "Audit" means a financial review by area boards of early childhood Iowa funds. Area boards that receive

over \$500,000 in federal funds from all funding sources shall complete a full audit of the funds. Area boards that do not receive over \$500,000 in federal funds from all funding sources, may complete a full audit or coordinate with the fiscal agent's financial review to conduct the state board approved agreed-upon procedures. Requirements are found in the ECI on-line toolkit, [Tool UU](#).

- J.** Provide services in section III at no cost to the Fiscal Agent.
- K.** Return unexpended Early Childhood Iowa grant funds, and accrued interest as may be required by law, to the LOCAL BOARD if this agreement is terminated or if Early Childhood Iowa grant funds remain in an account held by the Fiscal Agent at the end of the agreement period, unless the agreement is renewed or extended as provided for herein.
- L.** If this agreement is renewed or extended any unexpended Early Childhood Iowa grant funds remaining in an account held by the Fiscal Agent at the end of the current agreement period shall be retained by the Fiscal Agent for use in the next agreement period.

IV. Responsibilities of LOCAL BOARD

The LOCAL BOARD shall have the following responsibilities:

- A.** Advise the Fiscal Agent in writing of the identity of LOCAL BOARD personnel authorized to approve and submit payment requests for Early Childhood Iowa grant funds to the Fiscal Agent and to receive and review expenditure and other reports from the Fiscal Agent as required herein.
- B.** Determine the amount and payee for any payment to be made from Early Childhood Iowa grant funds.
- C.** Authorized staff shall submit a dated written authorization to the Fiscal Agent to make payments for Early Childhood Iowa grant funds approved by the LOCAL BOARD.
- D.** Maintain accounting records for payment authorized to be paid by the Fiscal Agent that at a minimum include the following:
 - 1. The date written notification/authorization was submitted to the Fiscal Agent.
 - 2. The name of the authorized LOCAL BOARD staff authorizing the payment.
 - 3. The name and mailing address of the payee.
 - 4. The amount of the payment.
- E.** Review on a monthly basis the monthly expenditure report submitted by the Fiscal Agent and reconcile with the records maintained by the LOCAL BOARD. The LOCAL BOARD and Fiscal Agent shall work together to resolve any discrepancies and take any necessary corrective action.

- F. Review the report submitted by the Fiscal Agent at the end of the agreement period or other termination of the agreement and reconcile with the records maintained by the LOCAL BOARD. The LOCAL BOARD and Fiscal Agent shall work together to resolve any discrepancies and take any necessary corrective action.
- G. Any Early Childhood Iowa grant funds allocated to the LOCAL BOARD remaining unexpended at the end of the state fiscal year shall be retained for use in the next state fiscal year and shall be treated as an advance of the Early Childhood Iowa grant funds allocated to the DISTRICT BOARD for the next state fiscal year.

V. General Provisions

- A. Agreement Amendment - The agreement shall be amended only upon written agreement of both parties.
- B. Renegotiation Clause. In the event there is a revision of Federal regulations, state laws, or administrative rules and this agreement no longer conforms to those regulations, laws, or rules, all parties will review the agreement and renegotiate those items necessary to conform with the new regulations, laws, or rules.

C. Termination of Agreement

- 1. For Cause. Causes for termination during the period of the agreement are:
 - a. Failure of the Fiscal Agent to complete or submit required report.
 - b. Failure of the Fiscal Agent to make financial and statistical records available for review by the Board or other authorized party.
 - c. Failure of the Fiscal Agent to abide by the terms of this agreement.

If one of the above occurs, the LOCAL BOARD shall provide written notice to the Fiscal Agent requesting that the noncompliance be remedied immediately. In the event that the noncompliance continues fifteen (15) days beyond the date of the written notice, the LOCAL BOARD may either immediately terminate the agreement without additional notice or enforce the terms and conditions of the agreement and seek any legal or equitable remedies.

- 2. Across the board reductions. Any across the board reductions in State appropriations shall apply to this agreement. Should the LOCAL BOARD determine that the across-the-board reduction will affect this agreement, any funds allocated to the project and deposited with the Fiscal Agent will be adjusted pursuant to the reduction. The LOCAL BOARD shall provide the Fiscal Agent with reasonable written notice before any across the board reduction is put in place. During the notice period, the parties will meet and attempt in good faith to agree upon changes to this agreement to address such a reduction.
- 3. State reorganization plan. The LOCAL BOARD shall have the right to terminate this agreement, by giving the Fiscal Agent reasonable written notice, in the event the LOCAL BOARD is altered by legislative mandate or by direction of the State of Iowa or federal government.

4. Legislative reorganization. The Fiscal Agent expressly acknowledges that the program delivered pursuant to this agreement is subject to Legislative change by either the federal or state governments. Should either legislative body enact measures which alter the program, the Fiscal Agent shall not hold the LOCAL BOARD liable in any manner for the resulting changes. The LOCAL BOARD shall provide reasonable written notice to the Fiscal Agent of any such legislative change. The parties will meet and attempt in good faith to agree upon changes to this agreement to address such a reorganization.
 5. Upon notice. Either party may terminate this agreement by providing 30 days' written notice to the other party.
- D. Confidentiality** - The Fiscal Agent shall comply with all applicable federal and state laws and regulations on confidentiality.
- E. Statement Regarding Meeting All Federal and State Requirements** - The Fiscal Agent shall be in compliance with all applicable federal and state laws, rules, and regulations.
- F. Records Retention** - The Fiscal Agent shall maintain records that document the validity of reports submitted to the LOCAL BOARD. The Fiscal Agent shall retain all books, records, or other documents relevant to this agreement for a period of five (5) years after this agreement is no longer in effect after final payment, or until final audit findings have been resolved, whichever is later.
- G. Review of Contract Related Documentation** - Upon request, the Fiscal Agent shall allow authorized representatives of the LOCAL BOARD or state or federal agencies to have access to the records as is necessary to confirm compliance with the specifications of this agreement. Reviews may include off-site or on-site visits to the Fiscal Agent, the Fiscal Agent's central accounting office, the offices of the Fiscal Agent's agents, a combination of these, or by mutual decision, to other locations.
- H. Federal Lobbying Requirements** - In accordance with the requirements under 34 CFR 82, "New Restrictions on Lobbying," the Fiscal Agent shall comply with the restrictions on lobbying requirements. The Fiscal Agent certifies, to the best of his or her knowledge and belief, that:
- No federal appropriated funds have been paid or will be paid on behalf of the sub-grantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, an officer or employee of the Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, the applicant shall

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

I. Certification Regarding Drug Free Workplace

Requirements for contractors who are not individuals. If Contractor is not an individual, by signing below Contractor agrees to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph 1;
4. Notifying the employee in the statement required by subparagraph 1, that as a condition of employment on such contract, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
5. Notifying the contracting agency within 10 days after receiving notice under subparagraph 4b from an employee or otherwise receiving actual notice of such conviction;
6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs 1, 2, 3, 4, 5, and 6.

Requirement for individuals. If Contractor is an individual, by signing below Contractor agrees to not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Notification Requirement. Contractor shall, within 30 days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii):

1. Take appropriate personnel action against such employee up to and including termination; or
 2. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- J. Debarment, Suspension, And Other Responsibility Matter Requirements** - In accordance with the requirements under 34 CFR 85, "Government-wide Debarment and Suspension (Nonprocurement)," the Fiscal Agent shall comply with the debarment and suspension requirements. The Fiscal Agent agrees, to the best of its knowledge and belief, that it and its subcontractors:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

- K. Environmental Tobacco Smoke Requirements** - The Contractor shall comply with the requirements of Public Law 103-227, Part C. Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). The Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through States, local governments, by Federal grant, contract, loan, or loan guarantee. The Contractors will require that the language of this certification be included in any Contracts which contain provisions for children's services and that all sub-contractors shall certify accordingly.



PUBLIC HEALTH

healthier together

DATE: May 27, 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

RE: Manure management plan for the SunRay Pork Site 2

This report is to make you aware of concerns regarding an updated Manure Management Plan received by this office from **SunRay Pork Site 2** swine operation. This report is being submitted according to Resolution 2003-123 A **Resolution Adopting Policy for the Receipt, Review and Comment on Manure Management Plans Received by the Cerro Gordo County Board of Supervisors**. Within seven (7) days of receipt of the manure management plan the Environmental Service Manager shall review the Manure Management Plan and prepare a report to the Board of Supervisors detailing the issues to forward to the Iowa Department of Natural Resources.

The confinement unit is located in Hancock County about a half mile from the Hancock-Cerro Gordo County line at **2440 140th Street, Meservey, in Section 13 of Avery Township**. It is an existing operation that is not expanding. The capacity of the facility is 6,540 head of finishing hogs with two production cycles per year. Below building pits will be used to store the 1,753,338 gallons of manure produced each year. The plan consists of nine fields totaling 1,116.6 acres. The six fields in Hancock County comprise 834.5 acres; and three fields in Cerro Gordo County encompass 282.1 acres. The fields in Cerro Gordo County are in Sections 4 and 18 of Grimes Township. **The fields on which manure application will take place are unchanged.** The operator identifies changes to crop rotation or optimum yields and the use of manure analysis. Potential concerns with the operation that are relevant to Cerro Gordo County are listed below:

- Bailey Creek Waterfowl Protection Area is about 1½ miles from the manure application area.
- Union Hills Wildlife Area is about one mile from the manure application area.
- Beaver Dam Waterfowl Production area is about 2¾ miles from the manure application area.
- Meservey is about 2¼ miles from the manure application area.
- Thornton is about 2¾ miles from the manure application area.
- Rural residents may be affected by the odor from the operation and during times of manure application.

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



PUBLIC HEALTH

healthier together

DATE: May 27, 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

RE: Manure management plan for the SunRay Pork Site 6

This report is to make you aware of concerns regarding a Manure Management Plan Short Form Annual Update received by this office from **SunRay Pork Site 6** 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.

This operation is located at **3390 150th Street, Thornton, in Section 4 of Grimes Township**. The facility houses 6,540 finishing hogs. This is an existing operation that is not expanding. The site consists of two buildings 332 feet by 71 feet. The 1,602,761 gallons of manure produced annually are stored in below building pits. The manure application area consists of nine (9) fields totaling 698.5 acres in Sections 3, 4, and 10 of Grimes Township and Section 7 of Pleasant Valley Township. **The acres used for manure application is unchanged from the previous plan.** The operator identifies changes to crop rotation or optimum yields and the use of manure analysis. The concerns with the manure management plan are listed below:

- The city of Thornton is 1½ miles from the manure application area.
- Pleasant Valley Golf Course is about 1¾ miles and Ingebretson Park is about 2¼ miles from the manure application area.
- Ring-Neck Wildlife Area is about 1¾ mile from the manure application area.
- The Union Hills Waterfowl Production Area is ½ miles from the manure application area.
- Bailey Creek Waterfowl Production Area is about ½ mile from the manure application area.
- Beaverdam Wildlife Area is about one mile from the manure application area.
- Pleasant View Cemetery is about 1¾ miles from the manure application area.
- Drainage Ditch # 70 dissects the fields in Section 3 and one of the fields in Section 10 of Grimes Township.
- There is a flood plain of a small waterway running through the field in south part of another field in Section 10 of Grimes Township.

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



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 Nielsen
Administrative Assistant: Michele Eicklenborg

ATTN: Board of Supervisors

I need to be on the agenda for getting permission to grant the use of Linden st. between Lakeview and south shore. John B. Johnson is requesting the use of this section of roadway for a block party on the date of July 19th, 2025 The roadway would be closed from 4:30pm that day until 11:00pm the party will be from 5:30pm to 10:00pm.

-Brandon

**PERMIT APPLICATION
WORK WITHIN THE COUNTY RIGHT-OF-WAY CERRO
GORDO COUNTY, IOWA**

Application is hereby made for a permit for construction within the public right-of-way.

Applicant: John B Johnson

Email address: Johnson Cabin 5331 g

Mailing address: 235-190th St

Telephone Number: 319 250 2041 gmail.com

City: Britt IA

Zip code: 50423

I am: Contractor ☐ Owner ☒

Agent _____

Work permission requested:

Tile outlet or hook into tile

Tile crossing (complete tile crossing permit)

Filling of ditch/backslope

Mowing/Harvesting grasses (review terms and conditions)

Road cut for services (\$100 fee)

Rock flume (DOT EC-301)

Curb cut or curb grinding

Other Block Party

Work will be done by: Myself ☒ Licensed Contractor _____
(must be current with fee, insurance, bonding)

Site of work to be done (address and description or legal)

Linden St between Lakeview & South shore

_____ feet _____ of the intersection of _____ on road _____ on
(N. S. W. E) (road name) (road name)

side of the road being in the _____ 1/4 of Section ____ Township ____
(N. S. W. E) (NE,NW,SW,SE)

1. The applicant agrees to give the County Engineer 48 hours notice of intention to start construction on the highway right-of-way.
2. The applicant shall take all reasonable precautions during the construction operation or maintenance of said works to protect and safeguard the lives and property of the traveling public and adjacent property owners. This includes not interfering with or interrupting traffic on said highways; returning the entire roadway to its undisturbed condition and saving the County harmless of any damage or losses that may be sustained by the traveling public or adjacent property owners on account of such operations.
3. The County assumes no responsibility for damages to the applicant's property occasioned by any construction or maintenance operations on said highways, including new or additional right-of-way acquired in connection therewith, subsequent to the building of said work.
4. The applicant will at any time subsequent to construction of the works, and at his own expense, relay, remove, reconstruct or encase his lines as may become necessary to conform to new grades, alignment or widening right-of-way resulting from maintenance, improvement, or construction operations irrespective of whether or not additional right-of-way is acquired in connection with such highway improvement. However, the County will endeavor to give the applicant sufficient notice of any proposed construction or maintenance work, on either existing or newly acquired right-of-way that is likely to expose, cover up, or disturb any work belonging to the applicant, in order that the applicant may arrange to protect his lines. The County will inform contractors and others working on the job of location of the lines so that reasonable care may be taken to avoid damaging the lines. However, the County assumes no responsibility or liability for damage to applicant's property because of failure to give such notice.
5. Applicant agrees to comply with all above provisions promptly and at no expense to the County. If the applicant is unable to comply promptly, the County may cause the above provisions to be enforced, and the

applicant will pay the cost thereof upon receipt of statement. Further, applicant shall reimburse the County for any expenditure that the County may have to make on said highway on account of said applicants works having been constructed thereon.

6. This permit is subject to any laws now in effect or any laws which may be hereafter enacted.
7. All work shall be done in a workmanlike manner and ground left in a neat condition, satisfactory to the County Engineer.
8. Applicant shall complete the table below if tile crossing is proposed showing all applicable information requested.
9. Applicant has reviewed all terms and conditions for work to be completed (mowing/harvest on extra sheet)

Material Type/Size	Trench or Bored	Road Surface	Compaction Proposed	Depth at Centerline	Depth in Ditch S/E	Depth in Ditch N/W

Applicant's Signature: *John B. Johnson*

Date: 5-24-2025

All work shall be constructed in accordance with specifications of the County, to wit:

Payment for installing said work across the right-of-way, provided it is accomplished in the manner recommended above, shall be by: Applicant County Other, to-wit: _____

I, Brandon Billings, P.E., County Engineer, this _____ day of _____, _____
 approve disapprove approve subject to the following:

*****FOR OFFICE USE ONLY*****

_____ Route _____ Road Segment _____ Station

