#### RESOLUTION 2025 -

Whereas, the State of Iowa has estimated funds for property tax credits for Assessment Year 2024, taxes payable 2025 / 2026.

And, whereas Iowa Code Section 25B.7 requires local governments to extend to the taxpayers only those portions of the property tax credits that are estimated by the Iowa Department of Revenue and Finance to be funded by the state appropriation,

And, whereas the lowa Department of Revenue and Finance has estimated the percentages of funding for the affected property tax credits as follows: Disabled Veteran's Homestead Credit 100% and Low-income, Elderly, Disabled Credit 100%.

And, whereas the lowa Department of Revenue and Finance has estimated the prorated percentages of funding for the property tax credits as follows: Agland Credit 21.60741415% and Family Farm Credit 15.39824664%,

Now, therefore, be it resolved pursuant to lowa Code Section 25B.7 that the property tax credits in Cerro Gordo County for fiscal year July 1, 2025 through June 30, 2026 shall be funded as follows:

100%

Low-Income, Elderly, Disabled Credit	100%
Agland Credit	21.60741415%
Family Farm Credit	15.39824664%
Resolution adopted this day of June, 202	25 with the vote thereon being as follows:
AYES: NAYS: None ABSENT/NOT VOTING: None	
Chairman Chris Watts	
Board of Supervisors	
ATTEST:	
Pah Dachak	
Bob Peshak Deputy Auditor	
Dopaty Additor	

Disabled Veteran's Homestead Credit

#### Cerro Gordo County

#### To The Honorable Board of Supervisors Recapitulation

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

<u>Mileage</u>	<u>Fees</u>	Miscellaneous*
\$342.50	\$7,117.28	\$6,730.71
Total Civil & Miscellane	ous Fees earned for May 2	2025\$14,190.49
Miscellaneous*		Credit Account No.
Purchasing Permit Weapon Permit Ins./Pub Record/Golf Ca D. L. Printouts Fingerprints & Dyn. Offender Reg	0.00 300.00 25.00	001 4415 051 1060 1 001 4410 051 1060 1 001 5040 051 1060 1 001 5030 051 1060 1 001 4420 051 1060 1 001 4450 051 1060 1
Fees & Mileage	7,459.78	001 4400 051 1060 1

5,622.71

\$14,190.49

May 30, 2025 – Issued Check #8999 in the amount of \$14,190.49 to Cerro Gordo County Treasurer.

001 4440 053 1050 1

David Hepperly, Sheriff

Room and Board

Adam Wedmore, Auditor Cerro Gordo County Cerro Gordo County



## **BOARD OF SUPERVISORS Cerro Gordo County Courthouse**

220 N Washington Ave Mason City, IA 50401-3254 (641) 421-3021 or Fax (641) 421-3088

Casey M. Callanan Chris Watts Tim Latham

#### **APPLICATION FOR PERMIT TO DISPLAY FIREWORKS**

CONTACT INFORMATION					
Applicant Name: <u>Sandra K Pauls</u>	en			Phone: <u>64/</u>	424-5308
Applicant Address: <u>/ 48/9 230 <sup>が</sup> ら</u> た。/	Ma501	City I	A 50401	E-Mail: qui /	tingle 70 yahoo.com
DISPLAY INFORMATION		·		0	J /
Location/Address of Display: 14819 23	soth st.	Maso	n City IA 3	0401	
Property Owner Name: <u>Sandra K Pa</u>	rulsen				
Purpose of Display and Description of Event (a	ittach broc	hure, invita	ation, advertisement, et	c. if any):	
Date of Display(s): <u>'7/3/ - ブ/4/20</u> 2ミ	5		Rain Date(s)	1/5/2025	-
SAFETY INFORMATION					
Display Operator Name: Sandra K Pauls	sen45or	steph	en Paulsen Yea	rs of Experience: _	16 V15.
Type/Description of Experience: 16 455	operati	ng fire	works with s	an	,
	<u> </u>				
Describe precautions that will be taken to pre 2 garden hoses. I Deputy, Inurs controlled firing.	vent person	nal injury a Vojunte	nd/or property damage (firefightes: Az	(ults anly de	ates tank and sing
Will bleachers or platforms be used?	☐ Yes	⊠ No	☐ Permanent	☐ Portable	☐ Not applicable
Does the applicant have liability insurance?	✓ Yes	☐ No	Name of insurance co	mpany: <u>State</u>	Farm
Does the operator have liability insurance?	🛚 Yes	□ No	Name of insurance co	mpany: <u>State</u>	Farm

(Minimum liability insurance: \$1 Million per occurrence/\$2,000,000 in aggregate)

## ATTACH CERTIFICATES OF INSURANCE FOR APPLICANT AND OPERATOR (IF DIFFERENT FROM APPLICANT)

## "CERRO GORDO COUNTY" SHALL BE INCLUDED AS AN ADDITIONAL INSURED

**Notification of Municipal Regulations and Hold Harmless Statement** 

# CERRO GORDO COUNTY Public Approach and Assistance Policy

Effective: June 9, 2025

### Assistance for the repair of public dock approach and steps

The Cerro Gordo County Dock Assignment policy states the following:

Safety and Responsibility. The assigned users to a public dock shall at all times be solely responsible for the safe condition of the public approach, including but not limited to steps, walkways, and any structures or landings of any type of construction material attached or adjacent to said dock. The assigned users shall specifically agree to hold harmless and indemnify the county and its officers and employees for any damages arising out of bodily injury or property damage caused by an occurrence on or about a public approach.

The assigned users are responsible for the repairs and maintenance of the walkways and steps (Approach). The repairs or replacement of the approach can be costly for the dock assignees. The docks in the county ROW are open to the public.

The following policy is to provide assistance to assigned dock users in keeping the public approaches to the assigned dock in satisfactory condition.

The dock users may request that Cerro Gordo County cost share in the repair or replacement of the approach to a designated public dock in the ROW of Cerro Gordo County. The following criteria will determine the Board of Supervisor's consideration of the request:

- 1. The cost of the scope of work is over \$4,000 or \$1,000 multiplied by each dock user, whichever is larger. (Ex. 6 dock users would be \$6,000)
- 2. The approach is reviewed by the County Engineer and County Zoning Administrator, and they make a finding the approach must be repaired or replaced.
- 3. The dock users secure a quote from a contractor, or the dock users bring a quote for materials if they are capable of doing it without a contractor.
- 4. The replacement plans for the approach are reviewed and approved by the County Engineer.

If the 4 criteria are satisfied in the opinion of the Board of Supervisors the following formula will be considered:

The amount of the cost over \$4,000 or \$1,000 multiplied by the number of dock users (whichever is larger) will be considered the "Initial Cost." The cost share may be considered by the County as a ratio of 70/30 for the difference between the total cost minus the Initial Cost, up to a maximum of \$5,000. (For example, a dock with 5 users acquires a quote for \$12,000 to replace the approach. The total cost of \$12,000 minus the Initial Cost of \$5,000 = \$7,000. 70% of \$7,000 is \$4,900. This means the County may agree to contribute \$4,900 to the project.)

Any amount agreed to by the County would be paid upon completion of the project and the verification of the amount paid by the dock users.

This policy may be terminated without notice and Cerro Gordo County reserves the right to deviate from this policy as deemed appropriate by the Cerro Gordo County Board of Supervisors, which means the County may increase the cost share or decline to participate in a cost share.

#### Memorandum of Understanding (MOU)

Between
Cerro Gordo County
and
City of Rockwell Police

This MOU sets forth the terms and understanding between the City of Rockwell (Rockwell) and Cerro Gordo County.

#### **Background**

To fulfill the requirements for IT security for CJIS, the police officer for the City of Rockwell (Rockwell) uses Cerro Gordo County IT systems and infrastructure to operate law enforcement applications for the City of Rockwell.

#### **Purpose**

This MOU will:

- 1. Allow the Rockwell Law Enforcement Officer (LEO) access to County IT services
- 2. Provide security and protection of those services by the Cerro Gordo County IT staff and infrastructure.

County IT staff under the supervision of the IT Director will perform all necessary IT functions for one computer for the City of Rockwell LEO.

#### Cerro Gordo County IT staff will:

- Provide one Office 365 license
- Provide one Endpoint Security license
- Provide one Security Awareness Training license
- Test City of Rockwell LEO on phishing and other security awareness measures
- Provide IT support to the Rockwell LEO

#### The City of Rockwell LEO will:

- Follow IT Policies
- Participate in all Security Awareness Training and tests in a timely manner
- Submit help tickets if/as needed for any IT issues

#### Indemnification

Rockwell does hereby for itself, and its heirs, executors, administrators, officers, employees, subcontractors, successors, and assigns, agree and covenant to indemnify and save and hold harmless Cerro Gordo County and its heirs, executors, elected officials, administrators, agents, employees, successors and assigns from any and all claims, demands, actions, causes of action, suits at law or in equity, damages, costs, expenses, and losses of any kind or nature whatsoever, whether now known or

unknown which may not exist or which may hereafter arise out of or from any personal injuries or damage to property related to the actions in this MOU.

#### **Funding**

City of Rockwell will pay Cerro Gordo County \$500 per year for these services to offset licensing and support costs. Payment will be due July 31 of every year this agreement is in effect.

The City of Rockwell will be responsible for purchasing a system for the LEO at least every five years from the original purchase date of the system. Licensing costs will be the responsibility of Cerro Gordo County.

#### **Duration**

This MOU is at will and may be modified by mutual consent of authorized officials from either partner identified. This MOU shall become effective upon signature by the authorized officials from Cerro Gordo County (Board of Supervisor Chair, County IT Director, and the Mayor of Rockwell) and will remain in effect indefinitely or until modified or terminated by either party or by mutual consent.

#### **Termination of Agreement**

Agreement may be terminated by either party upon thirty (30) day written notice to the other party. The Cerro Gordo County IT Director reserves the right to suspend service upon any reasonable security threat to the IT system or failure for Rockwell to abide by CGIT practices.

Contact Information & Signatures:	
Chris Watts, Chairperson	Signature:
Cerro Gordo Board of Supervisors	
220 N. Washington Ave., Mason City, IA 50401	Date:
641-421-3022	
Ken Bahls, IT Director	-Signature:
Cerro Gordo County	
220 N. Washington Ave., Mason City, IA 50401	Date:
641-421-3068	
Larry Wentz, Mayor of the City of Rockwell	Signature:
2 Walnut Ct	7
Rockwell, IA 50469	Date: 5/7/0/
641-903-6554	



#### **Arctic Wolf**

Ship To:

Cerro Gordo County

220 N. Washington Mason City, IA 50401 Ken Bahls (641) 421-3068 kbahls@cerrogordo.gov Bill To:

Cerro Gordo County

220 N. Washington Mason City, IA 50401 Accounts Payable (641) 421-3068 itbilling@cgcounty.org Carrier Access IT:

Quote #: 018321-1

Account Executive: Jeremy Baumann jbaumann@carrieraccessinc.com Account Specialist: Seth Ramaeker sramaeker@carrieraccessinc.com

Expiration Date: 06/06/2025

#### **Arctic Wolf Terms and Conditions**

The purchase of the items in this Quote (the "Arctic Wolf Licensing Items") are governed by the terms and conditions on the Internet at <a href="http://docs.carrieraccessit.com/sptc.pdf">http://docs.carrieraccessit.com/sptc.pdf</a>. Additionally, Client's purchase of Arctic Wolf Licensing Items are governed by the terms and conditions on the Internet at <a href="https://arcticwolf.com/terms/MSA">https://arcticwolf.com/terms/MSA</a> and the following terms provided by Arctic Wolf (collectively, the "Arctic Wolf Licensing Terms"):

• The Net Total price for each item in the table above will increase by 0.0% on (i) the annual anniversary of the Subscription Start Date or (ii) the end of any prepaid, in full multi-year Committed Term (the "Increase"). Thereafter, pricing for any subsequent renewals is as set forth in the Agreement. Arctic Wolf's delivery of the products, services, and Solutions described herein are governed by the applicable Agreement located at https://arcticwolf.com/terms(or such other agreement executed by Arctic Wolf and the end user). The terms of this Order Form are Confidential Information and may not be disclosed except as otherwise provided in the applicable Agreement. The Subscription Term under this Order Form is for a thirty-six (36) month period (the "Committed Term") as set forth above, beginning on the Subscription Start Date set forth in the table above (the "Table"). The Subscription set forth herein reflects the Fees payable during the first twelve (12) months of the Committed Term. Fees for the remaining two (2) years of the Committed Term are subject to the Increase and payable in accordance with the terms set forth herein. In the event a purchase order reflecting a one-year Subscription Term is issued, a subsequent Order Form may be issued upon request and for administrative purposes only, for the remaining two annual periods of the Committed Term. Acceptance of this Order Form is a legal obligation for a three (3) year Committed Term. Invoice Schedule. All payments below are due and payable in accordance with the Payment Terms listed above. Invoice 1 includes the entirety of the Subtotal Subscription Fees and Subtotal One-Time Fees listed above and shall be invoiced on the Order Form Effective Date. Invoice 2 includes the entirety of the Subtotal Subscription Fees set forth in the Table, plus the Increase, and shall be invoiced thirty (30) days prior to the first anniversary of the Subscription Start Date. Invoice 3 includes the entirety of the Subtotal Subscription Fees payable on Invoice 2, plus the Increase, and shall be invoiced thirty (30) days prior to the second anniversary of the Subscription Start Date. Promotional Terms To the extent Customer renews the Subscription (excluding any one-time no cost promotional offers) at the end of the Committed Term (the "Renewal"), the Subscription Fees shall increase by 5 percent (5%), plus any mid-subscription increase in usage. The fees for any further renewals after the Renewal shall be as set forth in the Agreement or as otherwise agreed.

Client's acceptance of this Quote shall be deemed as Client's acceptance of the Arctic Wolf Licensing Terms.



#### Arctic Wolf Licensing - Year 1

#	Description	Price	Qty	Ext. Price
Term	07/14/2025 - 07/13/2026			
1	Arctic Wolf MDR Data Explorer	\$12.35	280	\$3,458.00
2	Arctic Wolf MDR Office 365 user license	\$7.59	230	\$1,745.70
3	Arctic Wolf Core User License - Silver (MDR)	\$62.46	220	\$13,741.20
4	Arctic Wolf Core Server License - Silver (MDR)	\$69.40	60	\$4,164.00
5	Arctic Wolf 200 Series Sensor	\$1,084.34	2	\$2,168.68
6	Arctic Wolf Aurora Platform	\$903.61	1	\$903.61
		S	ubtotal:	\$26,181.19

#### Estimated Arctic Wolf Licensing - Year 2

#	Description	Price	Qty	Ext. Price
Term	: 07/14/2026 - 07/13/2027			
7	Arctic Wolf Licensing - Year 2 Estimate	\$26,181.19	1	\$26,181.19
	The state of the s	Su	btotal:	\$26,181.19

#### Estimated Arctic Wolf Licensing - Year 3

#	Description	Price	Qty	Ext. Price
Term	n: 07/14/2027 - 07/13/2028			
8	Arctic Wolf Licensing - Year 2 Estimate	\$26,181.19	1	\$26,181.19
	S. Section	Su	btotal	\$26,181.19

#### **Arctic Wolf One-time**

#	Description	Price	Qty	Ext. Price
Instal	lation & On-Boarding	A for the control of		
9	Arctic Wolf Onboarding	\$0.00	1	\$0.00

Quote # 018321 v 1



#	Description	Price	Qty	Ext. Price
10	Arctic Wolf Sensor/Scanner Shipping	\$150.00	2	\$300.00
		S	ubtotal:	\$300.00

#### **Financial Summary**

Description	Amount
Arctic Wolf Licensing - Year 1	\$26,181.19
Estimated Arctic Wolf Licensing - Year 2	\$26,181.19
Estimated Arctic Wolf Licensing - Year 3	\$26,181.19
Arctic Wolf One-time	\$300.00
Total:	\$78,843.57

Any pricing included herein is valid until the expiration date provided above and is exclusive of taxes, shipping and labor, unless specifically detailed above. Any tax information provided herein is an estimate and provided only for Client's convenience. Since this estimate is unique to your business and environment, CAIT would request this estimate be kept strictly confidential. Client acknowledges this quote is subject to the terms and conditions of the first of the following which applies: (i) a separate agreement between either CAIT and Client or Carrier Access, Inc. and Client related to the subject matter hereof; (ii) a Master Client Agreement executed between the Parties on or after January 1, 2018; (iii) a Master Services Agreement executed between Carrier Access, Inc. and Client on or before December 31, 2017, which was assigned to CAIT; or (iv) the web-based terms and conditions on the Internet at http://docs.carrieraccessit.com/webterms.pdf. Unless otherwise stated in this Quote, the Hardware & Software will be invoiced upon shipment and will be due NET 30 days plus shipping and applicable taxes and CAIT reserves the right to invoice for partial shipments; Project Services will be invoiced upon completion of Project; and Managed Services will be invoiced as outlined in the applicable terms and conditions. CAIT reserves the right to require a downpayment prior to procurement of Products and/or Services.

3



#### **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 and temporary closure of (275<sup>th</sup> Street) September  $4^{th}$  through  $7^{th}$ , during daylight hours. This is a dead end road leading to the airport on its west side.

-Brandon



#### ROAD ACCESS POLICY CERRO GORDO COUNTY, IOWA

THE FOLLOWING ACCESS POLICY IS HEREBY ADOPTED BY THE BOARD OF SUPERVISORS FOR CERRO GORDO COUNTY SECONDARY ROADS THIS 9TH DAY OF JANUARY 2023, AND ALL PREVIOUSLY ADOPTED ACCESS POLICIES ARE HEREBY REPEALED.

A policy prescribing the minimum requirements and procedures for the construction, improvement, and relocation of accesses from private property onto Cerro Gordo County Secondary Roads.

BE IT RESOLVED by the Board of Supervisors of Cerro Gordo County, Iowa, that the following policy relating to and prescribing procedures for private landowners to gain ingress and egress to Cerro Gordo County Secondary Roads be adopted as follows:

#### **ARTICLE I**

**Section I - Authority.** Any person wishing to construct, improve, or relocate an access from a Cerro Gordo County Secondary Road shall first obtain a permit from the Cerro Gordo County Engineer.

#### **ARTICLE II**

**Section I - Permit Application.** Permit applications may be obtained at the office of the County Engineer. Application must be completed by the applicant and submitted to the Engineer's office not less than seven days prior to the desired application approval date.

#### **ARTICLE III**

#### Section I - Construction Standards.

- 1.01 Culvert Size. The minimum standard culvert size shall be 15 inches in diameter. The minimum size and length of a culvert shall be determined by the County Engineer.
- 1.02 Culvert Material. Only new material may be used. Concrete or corrugated metal pipe shall be as specified in the Iowa Department of Transportation's <u>Standard Specifications</u> for <u>Highway and Bridge Construction</u> with the exception that plastic pipe will no longer be permitted. Pipe shall be joined using manufacturer approved joining methods.
- 1.03 Width. Access width shall be no less than 24 feet and no more than 40 feet. The access width shall be 8 feet wider at the public roadway tapering to the specified width at a point 8 feet from the road.

- 1.04 Unpaved Surface Access Standards. All unpaved accesses shall be surfaced with a minimum of 2 inches of ¾-inch gradation size of crushed rock. Accesses shall be surfaced from the roadway to the property line at the applicant's expense. Granular surface may not be higher than the edge of the roadway surface. All paved accesses shall meet the requirements and guidelines specified on a paved entrance permit.
- 1.05 Paved Surface Access Standards. The access surface profile shall slope downward away from the edge of the existing road surface at a minimum rate of 1/4" per foot for a distance of at least ten (10) feet from edge of surface for all accesses that currently slope downward away from the road surface. For accesses currently sloping upward away from the edge of the existing road surface, the access surface profile shall slope away from the edge of the existing road surface at a minimum rate of 1/8" per foot for a distance of at least ten (10) feet from the edge of surface. The applicant shall pay a separate fee in the amount the County Engineer deems necessary for the permit if a road cut is requested.
- 1.05 Side Slopes. Side slopes shall be constructed with a slope of 2 horizontal to 1 vertical on gravel secondary roads. On paved secondary roads, side slopes shall be constructed with a slope of 6 horizontal to 1 vertical.
- 1.06 Fill Material. Fill material shall consist of earth capable of supporting vegetation. Rubble such as broken concrete and field stone shall not be used. Fill material may be provided, if available, at the discretion of the County Engineer.
- 1.07 Access Widening. In addition to the above requirements, the following shall govern when widening existing accesses:
  - 1.07.1 When required, new culvert pipe diameter shall match existing pipe diameter. Proper jointing of existing and new culvert shall be required. Only manufacturer recommended jointing methods shall be allowed. Dual walled plastic pipe extensions will be allowed when the existing pipe is of same material and in good condition.
- 1.08 Access Removal. When existing accesses are removed, the immediate area shall be left in a condition that blends into the surrounding area. Drainage shall be maintained to current conditions.

#### Section II - Location.

- 2.01 Safety. Safety shall be the primary criteria for locating accesses. Site distance shall not be less than that specified in the latest edition of <u>A Policy on Geometric Design of Highways and Streets</u>, American Association of State Highway and Transportation Officials.
- 2.02 Number and Spacing. No field accesses shall be placed at intervals of less than 1000

feet for property under one ownership except when that property is divided by barriers such as rivers or rail lines. No accesses shall be placed at intervals of less than 100 feet on property under one ownership that contains a building site, including agricultural, residential, commercial, or industrial properties. Exceptions may be granted at the discretion of the County Engineer if such exceptions meet the safety standards as specified by the American Association of Highway and Transportation Officials.

2.03 Property Lines. Unless it is a joint access, no access can extend across an adjoining property line or the extension of same property line.

#### ARTICLE IV

#### Installation

**Section I - Contractor.** All work shall be done by a contractor licensed and meeting all requirements specified by the Cerro Gordo County Engineer's Office. However, a property owner may complete the work themselves, provided that a Certificate of Liability Insurance in the amount of \$1 million is submitted with the application. Said certificate shall cover the access location and list Cerro Gordo County as the certificate holder. Failure to comply with the requirements of this policy shall be considered sufficient cause to suspend work or revocation of license.

**Section II - Signing.** Proper signing shall be supplied and installed by the contractor in accordance with the current version of the <u>Manual on Uniform Traffic Control Devices</u> during installation of the access.

#### ARTICLE V

#### General

**Section I - Costs.** The applicant shall be responsible for all costs associated with the installation, improvement, moving, surface maintenance or removal of any access from a Cerro Gordo County Secondary Road.

**Section II - Pre-Construction Inspection.** The County Engineer or his authorized representative shall inspect the site prior to issuance of the permit to ensure the requirements of this policy and the permit are met.

**Section III - Post-Construction Inspection.** The applicant shall notify the office of the County Engineer when the work is complete. The Engineer shall inspect the work for compliance with this policy and permit.

**Section IV - Maintenance.** The applicant shall be responsible for all maintenance of the access after completion of the work and after an inspection by the County Engineer certifying that the work is completed under the requirements of this policy and the permit. Maintenance does not include widening or relocating. Culverts are the exception. If the engineer's office determines a

culvert to be in need of repair/replacement, it will be done by the county.

**Section V – Temporary Accesses.** The County Engineer may grant permit for a temporary access upon request from the applicant for a period not to exceed 30 days. If granted, the temporary access must meet all requirements and guidelines of a permanent entrance. If requested by the applicant, the County Engineer may grant an extension of the permitted period at the County Engineer's discretion. Said temporary access shall be removed upon completion of the permitted period.

**Section VI – Existing Accesses.** Accesses in existence at the time of adoption of this policy may remain as they are and shall be maintained by the respective landowner even if said access may not conform to current regulations. Any application made prior to the adoption of this policy shall be constructed according to the regulations in effect at the time of application.

**Section VII - Non-Compliance.** Upon inspection, if the County Engineer deems work to not be in compliance with this policy or by the guidelines and conditions found on the official permit, the applicant shall be given written notice of such non-compliance. The applicant shall have 30 days from the date of notice to bring the work into compliance. After that date, if said work is still deemed incompliant, the County shall have the work brought into compliance using the performance bond required for the contractor or by claim against the property owner's liability insurance to cover any costs thereof.

**Section VIII - Appeal.** The County Engineer or his designated representative is hereby named the permit officer to administer the terms of this policy. Administrative decisions of pipe size and length, sight distance, and other safety factors shall be final. Appeals of administrative decisions may be made to the Cerro Gordo County Board of Supervisors in writing within 30 days from the date of said decision. Any appeals received shall be considered at a regularly scheduled Board meeting. Board decisions shall be entered in its official proceedings.

**Section IX – Equitable Remedies.** Cerro Gordo County assumes ownership of all accesses within the right-of-way. The County, at its discretion, may move or remove any access for the sake of safety, maintenance concerns, or for projects that interfere with the access.

**Section X – Hold Harmless.** Any person or group of persons to whom a permit is granted shall be responsible for the safe condition of the access at all times and shall hold harmless and indemnify the county and their officers and employees for any damages arising out of bodily injury or property damage caused by an occurrence on or about said access.

**Section XI - Repealer.** All ordinances, resolutions, or parts of ordinances and resolutions in conflict with the provision of this policy are hereby repealed.

**Section XII - Severability.** If any section, provision, or part of this policy shall be adjudged to be unconstitutional or otherwise invalid, such adjudication shall not affect the validity of the ordinance as a whole or any section thereof.

NOW, THEREFORE, BE IT RESOLVED by the Cerro Gordo County Board of Supervisors that this Road Access Policy is adopted, and that this policy shall be in full force and effect from and after its passage.

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

xxx - Carl Ginapp, Watts, Callanan

xxx - None

xxx - None

Resolution adopted this x th day of June, 2025.

Chris Watts, Chairman, 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 xxxth day of June, 2025.

Adam V. Wedmore, Auditor Cerro Gordo County, Iowa DATE:

June 3, 2025

TO:

Cerro Gordo County Board of Supervisors

CC:

Michelle Rush, Assistant Zoning Administrator, Cerro Gordo County

FROM:

Daniel Ries, Cerro Gordo County Department of Public Health

SUBJECT:

Manure management plan for Elite Farms

This report is to make you aware of concerns regarding a Manure Management Plan Annual Update received by this office from Elite Farms 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.

Elite Farms site is located at **5823 Olive Avenue in Section 9 of Geneseo Township**. The facility houses 2,490 finishing hogs, 996 AU (animal units). The site consists of one building 200 feet by 101 feet with below building manure storage.

The facility will house animals in the wean/finish stage and will produce 876,420 gallons of manure annually. Manure from this operation is applied on two fields totaling 219.1 acres. One field of 180.6 acres in Section 9 and one field of 38.5 acres in Section 3 both in Geneseo Township. The operator indicates changes to crop rotation or optimum yields The acres in which manure will be applied is unchanged from last year's plan. The concerns with the manure management plan are listed below:

- The manure application area lies within and abuts Rockwell city limits.
- Linn Grove County Park and Linn Grove Golf Club are adjacent to the manure application area.
- The Rockwell Aquatic Center and various West Fork School facilities are less than a ¼ mile from the manure application area.
- A tributary of East Branch Beaverdam Creek (and its flood plain) abuts the manure application area.

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