

**RESOLUTION**  
**2025-**

**WHEREAS**, it is desired to transfer monies from the General Supplemental Fund to the General Fund; and,

**WHEREAS**, said operating transfers are in accordance with Section 331.432, Code of Iowa; and,

**NOW THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Cerro Gordo County, Iowa, as follows:

The sum of Three million and 00/100 (\$3,000,000) dollars is ordered to be transferred from the General Supplemental Fund to the General Fund, effective June 30, 2025. (Transfer #1440)

The Auditor is directed to correct his books accordingly and to notify the Treasurer of this operating transfer.

The above and foregoing resolution was approved by the Board of Supervisors of Cerro Gordo County, Iowa on the 30th day of June, 2025. The vote thereon being as follows:

AYES: Watts, Callanan, Ginapp

NAYS: None

ABSENT: None

---

Chris Watts, Chairman  
Board of Supervisors

ATTEST:

---

Bob Peshak  
Deputy Auditor

Please return to, 17274 Lark Avenue, Mason City, IA 50401, 641-424-9037

**ROAD MAINTENANCE AGREEMENT  
CERRO GORDO COUNTY AND CLEAR LAKE, IOWA**

**STATEMENT OF UNDERSTANDING:**

Pursuant to Section 306 of the Iowa Code, all roads and streets within the boundaries of municipalities are under the jurisdiction and control of the city except that concurrent jurisdiction with the Iowa Department of Transportation exists on the primary highway systems.

It is readily understood by the parties hereto that Cerro Gordo County has no jurisdiction, control, responsibility, or obligation under the laws of the state for any part of the municipal street system as defined in the Code.

It is further understood that pursuant to rules adopted for the functional classification of highways by the Iowa Department of Transportation, all roads, or streets other than primary highways that are located on corporate lines are included in the municipal street system. It is agreed that this designation is binding as a part of this agreement.

It is further understood that other roads or streets covered by this agreement are under the jurisdiction and control of Cerro Gordo County.

**PURPOSE OF AGREEMENT:**

Define the road maintenance responsibilities of the County and the City.

**SCOPE OF THE AGREEMENT:**

Segments of roadway, as broken down into work type below, shall be designated the responsibilities of either or both entities. These segments and designations are detailed on the attached maps (Exhibit A) (Exhibit B).

**ROUTINE BLADING:**

Routine blading of granular surfaced roadways shall include surface blading and dragging, spot patching of granular surfaced roads and entrances. The entity without jurisdiction shall pay 50% of the cost of granular material used when presented with an invoice.

**ROUTINE MAINTENANCE:**

Routine maintenance shall include tile line repair, mowing, cutting of trees and brush, weed eradication, minor repairs of culverts, minor pavement repair, ditch cleaning and shaping, shoulder and pavement edge rut repair, guardrail repair, pavement marking, and other maintenance usually performed. The entity with jurisdiction shall be responsible for routine maintenance without reimbursement.

**MAJOR MAINTENANCE/CONSTRUCTION:**

Major maintenance/construction shall include regrading, resurfacing, repaving, shouldering, pavement patching, culvert replacement, guardrail replacement in which material costs exceed \$10,000, and new tile line crossings. The entity with jurisdiction shall be responsible for major maintenance decisions and performance and shall be reimbursed upon proper itemized billing and signed agreement executed prior to the work by the entity with jurisdiction for a percentage of the entire project costs excluding planning, surveying, engineering, contracting and inspection costs. Applicable costs include, but are not limited to, materials, equipment rental, labor, and third-party contracts.

**SNOW AND ICE REMOVAL**

The entity with jurisdiction shall be responsible for decisions on time and condition to respond to winter conditions. Their official policy shall be in effect for that segment. This includes the use of plowing, scraping, winging, sand, salt and chloride use. The other entity may, at their option, jointly plow.

**BRIDGE INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT**

As the official population of Clear Lake is under 8,000 people, the two entities shall share responsibility. Currently there are two bridges on the county/city line: F-6-C-13 (106310) on 275<sup>th</sup> Street, east of Grouse and F-15-B-46 (106361) on Jonquil Avenue (S. 56<sup>th</sup> St.), north of 255<sup>th</sup> Street (4<sup>th</sup> Avenue N.).

**Bridge inspections.** Cerro Gordo County shall contract to have the inspections completed on F-6-C-13; Clear Lake shall contract to have the inspection completed on F-15-B-46. Reports shall be shared between the entities.

**Maintenance and repair.** Cerro Gordo shall be responsible for F-6-C-13 and the City of Clear Lake shall be responsible for F-15-B-46.

**Bridge Replacement.** Cerro Gordo shall be responsible for F-6-C-13 and the City of Clear Lake shall be responsible for F-15-B-46. If conditions require the replacement of either bridge, whether due to inspection recommendations or excessive damage, the entity with jurisdiction shall be responsible for decisions and performance.

The other party shall be informed before work is contracted and provided a cost estimate for budgeting. A signed agreement shall be executed prior to the work by the entity with jurisdiction for a percent of the entire project costs excluding planning, surveying, engineering, contracting and inspection costs. Applicable costs include, but are not limited to, materials, equipment rental, labor, and third-party contracts.

The jurisdiction shall be reimbursed upon proper itemized billing.

**SPECIAL MAINTENANCE:**

In the event the responsible jurisdiction, as defined herein, does not adequately perform its duties under this agreement, the aggrieved jurisdiction may advise, by regular mail or email, of deficiency and if after a reasonable waiting period, not to exceed ten days, remedial action has not been taken, take appropriate action and charge the costs thereof to the delinquent party. This pertains to blading and maintenance as well as snow and ice removal.

**TRAFFIC CONTROL AND SIGNS:**

Traffic control and signs shall include intersection lighting placement and maintenance costs. The City of Clear Lake shall be responsible for all signing on all streets and roads lying wholly within the corporate limits and on the portion of the corporate line roads that lie within the corporate limits. Cerro Gordo County shall be responsible for all signing on all streets and roads lying wholly within the county and on the portion of the corporate line roads that lie within the county limits.

**DUST CONTROL PERMITTING:**

The permitting of dust control shall be the responsibility of the entity with jurisdiction under routine blading.

**DRIVEWAY PERMITTING:**

The policies and permitting of all driveways shall fall under the jurisdiction of where they lie, regardless of the responsible entity.

**WORK IN THE R/W PERMITTING:**

The policies and permissions for such work shall be the responsibility of the entity in charge of routine maintenance.

**ADDRESSING:**

The policies covering 911 signing/addressing shall fall under the jurisdiction of where they lie, the regardless of responsible entity.

**INDEMNIFICATION:**

Each party to this agreement shall be considered an employee or agent of the other when performing work for the other party. The employing party therefore shall accept the underlying responsibility for proper performance and shall indemnify and defend the remaining party from any claims or suits involving compensatory or punitive damages that may be brought against it for work done while engaged as an employee or agent.

**ADMINISTRATION OF AGREEMENT:**

The County Engineer and the City Engineer shall administer this agreement and, in so doing, may consult their respective governing bodies regarding questions of interpretation.

**SEPARABILITY AND SAVINGS CLAUSE:**

If any section or parts of this contract or any rider thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with our enforcement of any section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate negotiations to mutually replace such section during the period of invalidity or restraint.

It is further agreed by the COUNTY and by the CITY that all road and street agreements under a prior date are hereby repealed and/or revoked.

**DURATION OF AGREEMENT:**

This agreement shall be perpetual in nature except that either jurisdiction may request, on thirty days written notice, revisions of the contract. If agreement is not reached through negotiations, this agreement shall be terminated by official action of the governing jurisdiction and the parties shall assume all duties and responsibilities for roads or streets under their respective jurisdiction as heretofore agreed.

If the population of Clear Lake exceeds 8,000, as counted by the US Census, this agreement must be revisited as per Iowa Code Chapter 331.429.2.

If at any time the City of Clear Lake annexes land or a major improvement (paving or city utility placement) or land use change (subdivision development) occurs, this agreement must be revised.

This Agreement, and attached Exhibit A and Exhibit B, constitutes the entire agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.



# PUBLIC HEALTH

healthier together

**DATE:** June 26, 2025

**TO:** Cerro Gordo County 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 Mike Kuhlemeier (West Site)

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

The site is located at **14382 140<sup>th</sup> Street in Section 8 of Geneseo Township**. The facility houses animals in the wean/finishing stage. The current capacity is 4,800 hogs or 1,920 AUC. The 1,226,400 gallons of manure produced annually are stored in below-building pits. Manure from this operation will be applied on fourteen (14) fields totaling 1,307.42 acres in Sections 8, 9, 16, 17, 18, and 24 in Geneseo Township and Sections 28 and 34 of Bath Township. **The fields on which manure application will occur is unchanged.** The operator indicates no changes to the manure management plan. The concerns are listed below:

- The manure application area is directly west and southwest of the Rockwell city limits and ¾ mile north of the Rockwell city limits.
- Linn Grove County Park is about one-eighth mile from the manure application area.
- Rockwell Aquatics Center and Linn Grove Golf Club are about ½ mile from the manure application area.
- Blazing Star Prairie is about ¾ mile from the manure application area.
- Sacred Heart Cemetery and Linn Grove Cemetery are both about ½ mile of the manure application area.
- Zeidler Park is about 1½ miles from the manure application area.
- East Branch Beaverdam Creek and one of its tributaries and corresponding flood plains are adjacent to the fields in Sections 9 and 16 of Geneseo Township.
- Beaver Dam Creek its tributaries and respective flood plain are adjacent to the fields in Section 17 and 18 of Geneseo Township.
- A waterway skirts the northern edge of the field in Section 24 of Geneseo Township.

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



# PUBLIC HEALTH

healthier together

**DATE:** June 26, 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 Gary Payton Farm

This report is to make you aware of concerns regarding a Manure Management Plan Short Form Annual Update received by this office from the **Gary Payton Farm** 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 at **8320 140<sup>th</sup> Street in Section 8 of Pleasant Valley Township**. The facility house 2,400 hogs in the wean-finish phase of production. The hogs produce 788,400 gallons of manure which is stored in "deep pits". This is an existing operation that is not expanding. Six fields totaling 612.45 acres will be used for manure application; none of the fields contain HEL (highly erodible land). The fields are in Sections 8, 17, and 18 in Pleasant Valley Township, Section 11 of Grimes Township, and Section 31 of Mount Vernon Township. **There have been fields added from the previous year's plan.** My concerns are listed below:

- Thornton is about ¼ mile from the manure application area.
- Swaledale is about 1½ miles from the manure application area.
- The following public use areas are near the manure application area: Ingebretson Park ¾ mile; Pleasant Valley Golf Club ¼ mile; Bailey Creek Waterfowl Production Area 1½ miles; Union Hills Waterfowl Production Area two miles; Beaverdam Creek Waterfowl Production Area ½ miles; Stille Wildlife Area 1½ miles; and Ring-Neck Wildlife Area 1½ miles.
- Drainage Ditch 70 and its flood plain borders the field in Section 11 of Grimes.
- A tributary to Bailey Creek intersects the fields in Section 18 of Pleasant Valley.
- A tributary of West Branch Beaverdam Creek cuts through the southwest corner of the field in Section 31 of Mount Vernon Township.
- Traveler along the heavily traveled I-35 may be put-off by the odor. The application area abuts the interstate.

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