



Board of Supervisors Cerro Gordo County Courthouse

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

Chris Watts
Casey M. Callanan
Carl M. Ginapp

CERRO GORDO COUNTY BOARD OF SUPERVISORS REGULAR SESSION

**MONDAY, JULY 21, 2025
10:00 A.M. – BOARDROOM**

APPROVAL OF AGENDA

APPROVAL OF MINUTES

A. July 14, 2025 Regular Session

PUBLIC COMMENT – Agenda Items Only

NEW BUSINESS

1. County Auditor - Claims
2. County Auditor – Payroll
3. County Auditor – Drainage
4. County Auditor – Motion to Approve Clerk’s Monthly Report of Fees
5. County Auditor – Motion to Approve Contract with RBM for Election Equipment Maintenance & Authorize Vice Chairman to Sign the Contract
6. County Auditor – Motion to Approve form 720 Federal Excise Tax Return for the PCORI fee
7. Consider Approval of Design Partnership Agreement with Bergland + Cram for Rockwell Secondary Roads Building
8. IT Director –
 - a. Motion to authorize the IT Director to execute the Statement of Work for the rework of the finance application from B Three Solutions (Project is budgeted)
 - b. Motion to authorize IT Director to execute the quote from Carrier Access to renew the Cisco Umbrella services for a three-year period (Project is budgeted)
9. County Engineer –
10. County Engineer – Motion to Approve Iowa DOT Preconstruction Agreement for Primary Road Project BRF-065-8(79)—38-17 & Authorize Vice Chairman to Sign
11. Consider Reports from the Environmental Health Service Manager concerning the Manure Management Plan Update for Andrew Muff (Ham Site) #64800 and order that the report be forwarded to the Department of Natural Resources
12. Consider Reports from the Environmental Health Service Manager concerning the Manure Management Plan Update for Engels North #61341 and order that the report be forwarded to the Department of Natural Resources

Next Resolution 2025-50

Posted: 07/18/25 at 10:00 a.m.

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

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

13. Consider Reports from the Environmental Health Service Manager concerning the Manure Management Plan Update for Neal Hog Farm #69472 and order that the report be forwarded to the Department of Natural Resources
14. Consider Reports from the Environmental Health Service Manager concerning the Manure Management Plan Update for DHP Poultry #69077 and order that the report be forwarded to the Department of Natural Resources

CORRESPONDENCE & COMMUNICATION

ANNOUNCEMENTS

ADJOURNMENT

Next Resolution 2025-50

Posted: 07/18/25 at 10:00 a.m.

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

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

RESOLUTION
2025-50

WHEREAS, the following payroll change requests were submitted to the Board of Supervisors for review; and,

WHEREAS, the Board of Supervisors of Cerro Gordo County, has reviewed and considered the change requests as follows:

<u>Department</u>	<u>Name</u>	<u>Pay Change</u>	<u>Effective Date</u>
Secondary Roads	Drake Ott	\$25.43/hr.	07/16/2025

THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Cerro Gordo County does hereby approve the requests as shown above and directs the Auditor to make the necessary adjustments to the payroll.

Resolution declared adopted this 21st day of July, 2025

AYES: Callanan, Ginapp, Watts

NAYS: None

ABSENT/NOT VOTING: None

Casey M. Callanan, Vice Chairperson
Board of Supervisors

ATTEST:

Bob Peshak
Deputy Auditor

CERRO GORDO COUNTY DRAINAGE WORK ORDER

Work Order No.: 2025-07-16-01
Date Filed: 7/16/2025

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

Drainage District: 31

Lateral: _____

Assessable District: _____

Diameter of Tile: _____

Tile Material: _____

Section, Township, Range: 16-94-22 (Grimes)

Qtr - Qtr: SW SW

Requested by: Bud Halder - CG Engineer Rd Dept

☐ Owner ☐ Tenant ☒ Other

Address: _____

Phone No.: Ryan Pals - 641-430-0654

Landowner Name: Vernon & Sharon K Schmale
(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: Bud Halder from CG County Engineer's office stopped in on behalf on Kevin and Ryan Pals.

The highlighted area in the map attached has an outlet that has fallen down.

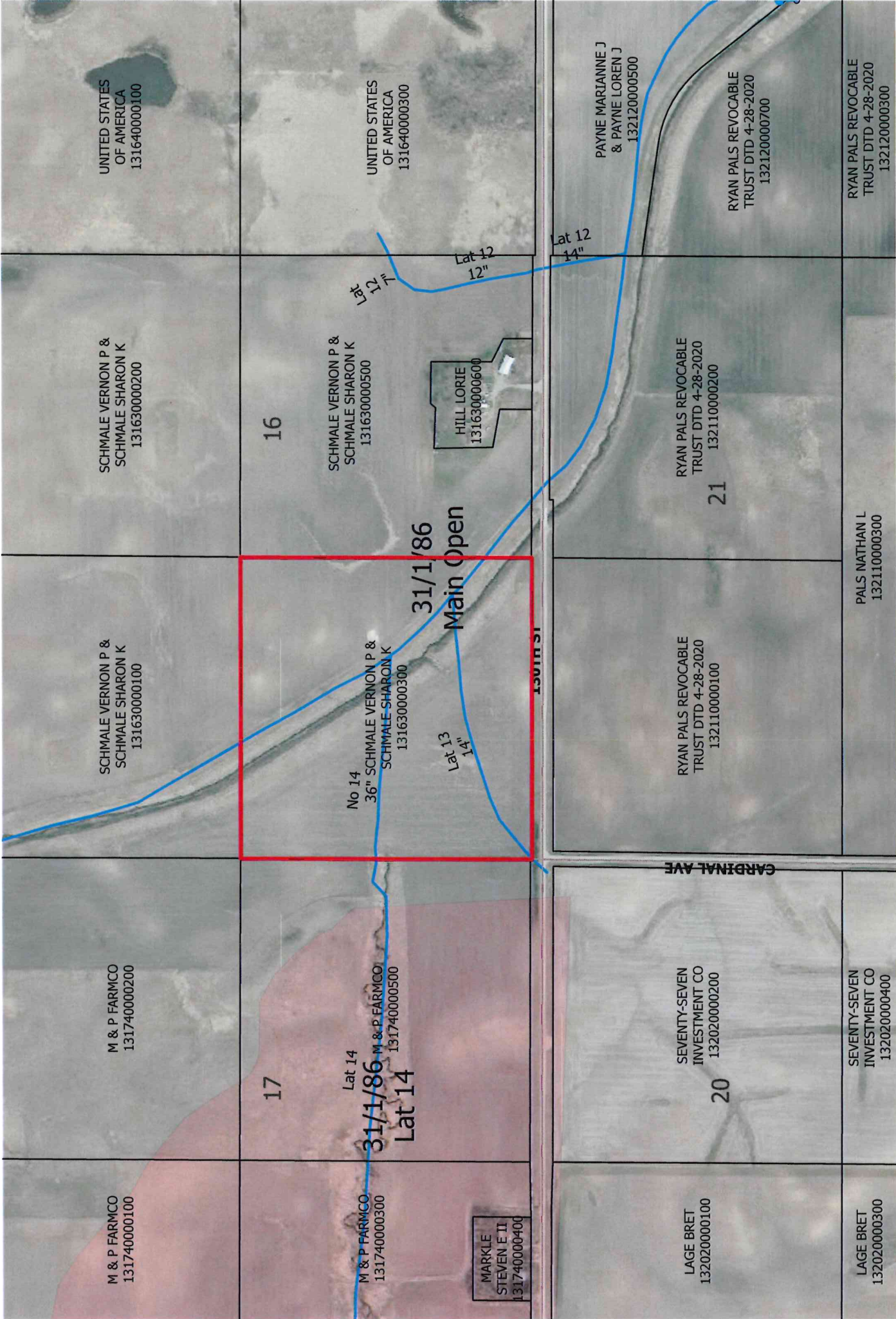
Right now it says the land is owned by Vernon & Sharon Schmale, but Bud says he believes the Pals' have purchased this and ownership just has not changed hands yet.

**CERRO GORDO COUNTY
DRAINAGE WORK ORDER**

Work Performed: _____

Bolton & Menk Field Review: _____

Notes: _____



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Clerk's Monthly Report of Fees Collected

State of Iowa

Vendor 919

Cerro Gordo County

TO THE BOARD OF SUPERVISORS OF CERRO GORDO COUNTY:

I, Stacey Oleson, Clerk of the District Court of the above named County and State, do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the month ending June 30, 2025.

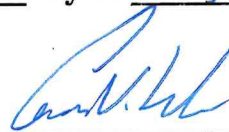
Co Attorney Collections	001-8502-041-1100-000000	24135.39	Type 1
Co Attorney-12%	067-8502-041-1100-000000	3659.34	1
Surcharge	002-2030-295-1530-040300	0.00	1
Sheriff's Fees	001-8470-051-1060-040300	2576.91	4
Attorney Fees	002-8470-291-1620-040300	0.00	1
County 9% Surcharge	001-8501-054-1000000000	3.22	Type 1
Collection reimbursement	002-8470-295-1530-040300	59.42	4
Driving-No Proof of Ins	002-8470-295-1530-040300	3313.07	4
Ordinance-Infraction	002-8500-295-1530-040300	7739.75	1
Postage	001-8472-072-9100000000	0.00	Type 4
TOTAL		41487.10	

All of which is respectfully submitted.



Subscribed and sworn to before me by Stacey Oleson

Clerk of the District Court, this 14th day of July, 2025.



Auditor, Cerro Gordo County.



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: July 15, 2025

To: Board of Supervisors

Re: Election Equipment Service Contract with RBM

Our election equipment including voting machines, programming software, and tabulation equipment is maintained and serviced by RMB Consulting. RMB is an established vendor who we have used for several years. Our current contract for services is up for renewal and enclosed.

The proposed contract is a two year contract and the contact costs are included in the current budget.

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

Adam Wedmore
Cerro Gordo County Auditor



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") made July 1, 2025 is entered into between RBM Consulting, LLC ("RBM") and Cerro Gordo County, Iowa ("Client") concerning the provision of services ("Services") by RBM to CLIENT.

WHEREAS, CLIENT wishes to retain RBM to provide services in support of Election Equipment and Processes necessary to conduct Elections.

NOW, THEREFORE, the parties agree as follows:

1. **PERFORMANCE OF SERVICES.** The Services to be provided by RBM shall be set forth in one or more written Statements of Work ("SOWs") as agreed to by the parties (which SOWs shall be included by reference as part of this Agreement using the attached as Exhibit A. The SOW shall specify the Services to be provided, estimated charges based upon the anticipated level and extent of Services to be provided and an approximate time schedule for completion.

2. **COMPENSATION FOR SERVICES.** CLIENT shall provide compensation to RBM for the Services at the billing rates or fixed price agreed to in a SOW. Billing rates set forth in any SOW agreed to by the parties are firm and may not be changed unless agreed to in writing by both parties.

3. **TRAVEL AND OTHER EXPENSES.** Travel Expenses for all pre-approved, reasonable travel, per diem and other expenses incurred by RBM, its officers, employees, agents and contractors in connection with performance of the Services are included in the attached SOWs, unless additional services are requested by CLIENT and agreed to by both Parties.

4. **INVOICE AND PAYMENTS.** RBM shall submit an Invoice to CLIENT in July of each contract year for services, ballots and supply items (unless otherwise specified in an SOW) which shall include all SOWs to be performed during that year.

CLIENT shall pay RBM's invoice within sixty (60) days of CLIENT'S receipt of invoice.

5. **TERM.** This Agreement will commence on the date of execution by both parties of this Agreement and will continue thru June 30, 2027.



6. RELATIONSHIP OF RBM'S EMPLOYEES TO CLIENT. RBM's employees, contractors and agents performing the Services shall remain RBM's employees, contractors or agents and shall not be deemed employees, contractors or agents of CLIENT. RBM shall have the right to control and direct the Services, including the right to discharge or reassign any RBM employee providing Services hereunder.

7. NON-DIVERSION OF EMPLOYEES. The parties hereby agree not to offer to or accept employment of the other party's employees or contractors or agents who provide Services during the term of this Agreement and for a period of one (1) year subsequent to the completion of the Agreement or without obtaining the consent of the other party.

8. LIMITED WARRANTY; MANUFACTURER'S WARRANTY. RBM WARRANTS THAT IT WILL PERFORM THE SERVICES IN A PROFESSIONAL AND WORKMANLIKE MANNER. RBM MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY CONCERNING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. RBM SHALL IN NO EVENT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR GOODWILL, SUFFERED BY CLIENT OR CLIENT'S CUSTOMERS. IN THE EVENT RBM SHALL BE LIABLE TO CLIENT FOR ANY MATTER RELATING TO OR ARISING IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, INTENDED CONDUCT, TORT OR OTHERWISE, THE AMOUNT OF DAMAGES RECOVERABLE AGAINST RBM FOR RBM EVENTS, ACTS OR OMISSIONS SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT ACTUALLY PAID BY CLIENT FOR RBM SERVICES DURING THE IMMEDIATELY PRECEDING SIX (6) MONTHS.

RBM WARRANTS ITS WORKMANSHIP ONLY AND DOES NOT WARRANT ANY OF THE SOFTWARE, HARDWARE OR OTHER INCIDENTALS ASSOCIATED WITH THE SAME. ALL SOFTWARE, HARDWARE AND OTHER ITEMS HAVE INDEPENDENT WARRANTIES, IF ANY, THAT CLIENT WILL RECEIVE OR BE ABLE TO NEGOTIATE WITH SUCH MANUFACTURER. RBM WILL USE ITS BEST EFFORTS TO ASSIST CLIENT IN THIS ENDEAVOR.

9. CLIENT RESPONSIBILITIES. CLIENT will assist in the timely implementation and success of RBM by providing that support specified in the SOW. This shall include, without limitation, the designation of the contact person to whom RBM shall report. For purposes of this Agreement, the designated contact persons shall be Adam Wedmore.

10. CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party acknowledges and agrees that any and all information concerning the specifics of the other party's business operations, and the contents of all Deliverables, as defined in any SOW,



are “Confidential and Proprietary Information”. Each party agrees that it will not permit the use or disclosure of any such Confidential and Proprietary Information to any person (other than its own employees, agents or representatives who must have such information for the performance of its obligations hereunder), unless such duplication, use or disclosure is specifically authorized in writing by the other party. “Confidential and Proprietary Information” is not meant to include any information which, at the time of disclosure, is generally known by the public. RBM may identify CLIENT as a customer, but any media releases related to this Agreement must be approved in advance by both parties.

The parties acknowledge that the release of any confidential and proprietary information without the prior written consent of the other party is an action for which damages cannot be readily assessed. Accordingly, the parties agree that, in the event any confidential or proprietary information is released without prior written authorization, the party whose information has been released without its consent may obtain, among other things, equitable relief prohibiting any further dissemination or use of that confidential and proprietary information. Any such restraining order shall be in addition to all of the rights a party may normally have under this Agreement, or any other statutory or common law rights afforded to it. This section shall survive any termination of this Agreement. No Confidential and Proprietary Information may be released unless agreed to, in writing, by both parties.

11. **INDEMNIFICATION.** Each party will defend, indemnify and hold the other party, its officers, directors, agents and employees, harmless from any claims or liabilities brought against it or its licensors, including attorneys’ fees, costs and expenses at trial, on appeal or on any petition for review, based on any claim that any work or materials delivered to the party pursuant to this Agreement violate or infringe upon the intellectual property rights of any other party or a breach of the delivering party’s contractual obligations hereunder; provided, however, this subsection shall not apply where such injury or damage is caused by the negligence or willful misconduct of the party claiming indemnification, or that party’s agents or employees. Nor shall any indemnification or liability exceed the limits set forth under Section 8 of this Agreement.

12. **TAXES.** CLIENT shall pay all taxes that are applicable to or are measured directly by payments made under this Agreement, including, without limitation, sales, use, excise or value-added tax.

13. **GOVERNING LAW.** This Agreement is governed by and is to be construed and interpreted in accordance with the laws of the State of Iowa, without giving effect to the conflict of law principles thereof. Any proceeding pertaining to this action shall be venued in the Cerro Gordo County Courts.

14. **FORCE MAJEURE.** In the event that either party is unable to perform any of its obligations under the Agreement or to enjoy any of its benefits because of, or if loss of the product is caused by, natural disaster, actions or decrees of governmental bodies or communications line failures not the fault of the affected party (“Force Majeure Event”),



the party who has been so affected immediately shall give notice to the other party and shall do everything possible to resume performance. In the event, the ongoing Force Majeure will adversely affect either party's obligations under this Agreement the other party may terminate this Agreement.

15. **NOTICES.** Any notice required or permitted to be given under this Agreement shall be personally delivered or sent by registered or certified first class U.S. Mail, return receipt requested, or by a recognized overnight courier service, by hand delivery, or by confirmed facsimile transmission and shall be deemed given upon receipt. All such notices shall be delivered to the parties as follows:

If to RBM Consulting, LLC:	If to Client: Cerro Gordo County
Dan McGinnis, President	Adam Wedmore, Auditor
6330 E. 75 th St. Suite 166	220 North Washington Ave
Indianapolis, In. 46250	Mason City, IA 50401

16. **PARTIES BOUND.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

17. **LEGAL CONSTRUCTION.** If any provision hereof shall be declared invalid, such provisions shall be deemed severable from the remaining provisions of the Agreement, which shall remain in full force and effect.

17. **MODIFICATION, SUCCESSORS AND ASSIGNS, ETC.** No amendment hereof shall be effective unless contained in a written instrument signed by the parties hereto.

18. **ASSIGNMENT.** Neither party may assign or transfer its rights or obligations under this Agreement (except to its successor pursuant to a merger, consolidation or sale of all or substantially all of its assets) without obtaining the prior written consent of the other party.

19. **ENTIRE AGREEMENT.** This Agreement, together with any SOWs executed as a result hereof and any other Exhibits attached hereto, constitutes the entire Agreement and understanding between RBM and CLIENT and supersedes all prior oral or written proposals, discussions, representations and negotiations between RBM and CLIENT as they pertain to the Services, except as provided below. This Agreement may not be changed, except by written amendment signed by authorized representatives of both parties.



20. **CONFLICT AND INCORPORATION.** To the extent any conflict exists with respect to the specific subject matter of this Agreement and the Prior Agreement, the terms of this Agreement shall govern.

Client	RBM Consulting, LLC
Cerro Cordo County, Board Chairman 220 North Washington Avenue Mason City, IA 50401 _____ Date: _____	Dan Mc Ginnis, President _____ Date: _____



EXHIBIT A

STATEMENT OF WORK

This Statement of Work (SOW) references and is incorporated within the Professional Services Agreement dated July 1, 2025, and terminating on June 30, 2027 between RBM Consulting, LLC (RBM) and Cerro Gordo County, IA (Client). This agreement will renew annually unless cancelled by County on 60 days notice.

SERVICES TO BE PROVIDED

		7/1/2025 – 6/30/2026		7/1/2026 – 6/30/2027	
	QTY	Rate	Total	Rate	Total
Hardware Maintenance					
FVT Maintenance	29	\$130	\$3,770	\$130	\$3,770
FVS Maintenance	29	\$225	\$6,525	\$225	\$6,525
OVCS Central Tabulator Hardware Maintenance	2	\$3,249	\$5,685.75 (One unit for 9 months)	\$3,249	\$6,498
Software and Firmware					
FVT Firmware	29	\$74	\$2,146	\$77.70	\$2,253.30
FVS Firmware	29	\$104	\$3,016	\$109.20	\$3,166.80
OVCS Central Tabulator Firmware	2	\$332	\$581 (One unit for 9 months)	\$348.60	\$697.20
Software License Agreement	1	\$ 15,698	\$15,698	\$16,482.90	\$16,482.90
Total:			\$37,421.75		\$39,393.20

Note: All election support and training will be billed at a rate of \$1,755. per day.

Payment terms: Net 30 days



1. Signatures

Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party acknowledges it has read this Agreement, understands, and agrees to be bound by it.

CERRO GORDO COUNTY, IOWA COMMISSIONERS

RBM CONSULTING, LLC

Signed

Signed

Dan McGinnis

Printed Name

Printed Name

Dan McGinnis

Title

Title

President

Customer Address:



ELECTION SUPPORT SERVICES

Election Support Services to be provided by RBM, a description of services are described below.

Account Manager: Jay Perbix is assigned as the Account Manager responsible for the overall service of the County. A Project Manager will report directly to Jay Perbix on all day-to-day activities that are taking place or are going to take place. No billing days are assigned to the Account Manager, all billing days are reconciled with the Project Manager.

Project Manager: A Project Manager mutually agreed upon by the County and RBM will be assigned full Election Planning for all Elections from beginning of contract until final expiration date. All day-to-day functions of the Election cycle, Scope of Work and Business Plan, along with the daily communications with the County are the responsibility of the Project Manager. Listed are Election Services to be performed on-site with the direction of the Project Manager.

Software: The County will be responsible for all software modules required to implement a countywide election. RBM's Project Manager will be responsible for coordination, training and support for all service days.

Ballot Layout Manager (BLM)
Election Manager (EM)
Election Server (ES)
Tabulator Client (TC)
Tabulator Reports (TR)
Election Tabulator



County Auditor
Cerro Gordo County Courthouse

220 N Washington Ave
Mason City, IA 50401
Adam Wedmore, Auditor

Ph: 641-421-3028
Fax: 641-421-3139
www.cerrogordo.gov

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Date: July 17, 2025

To: Tom Meyer

From: Heather Mathre

Re: Agenda item for 07/21/2025 – Patient Centered Outcome Research
Institute (PCORI) Excise Tax

Agenda item for the Board of Supervisors meeting on July 21, 2025 is approval of Federal Excise Tax Return Form 720 for the PCORI Excise tax.

The Affordable Care Act PCORI Program is funded through a fee charged to fully insured health insurance plans, self-insured health insurance plans, and health reimbursement arrangements (HRA's). For plan years ending before October 1, 2024, the fee is \$3.22 per member.

Cerro Gordo County's health insurance plan year renewal date begins July 1st. For the tax period July 1, 2023 to June 30, 2024, self-funded groups will have a PCORI tax due of \$3.22 per the average number of members (this includes all spouses and dependents) enrolled in the health plan.

<u>Plan Year</u>	<u>Members</u>	<u>Fee</u>	<u>PCORI Tax</u>
2021-2022	531.75	\$2.78	\$1,483.58
2022-2023	549.75	\$3.00	\$1,649.25
2023-2024	561.25	\$3.22	\$1,807.22

Cerro Gordo County's annual PCORI Excise tax filing due date is on July 31st, 2025.

DESIGN PARTNERSHIP AGREEMENT

07.10.2025

welcome

We're confident you'll find this to be a rewarding experience, starting with clear expectations regarding our services and fees. Please review this proposal and let us know if you have any questions. Really, any questions just reach out! 641.423.6349 / dougf@berglاندandcram.com

project

CERRO GORDO COUNTY SECONDARY ROADS BUILDING

Cerro Gordo County, 609 Washington St E, Rockwell, IA 50469

CLIENT CONTACT

Tom Meyer, Director of Administrative Services / 641.421.3024 / tmeyer@cgcounty.org

TIMELINE

Design Process - July-September 2025

Bidding Process – October/November 2025

Construction Process – TBD

SCOPE

The design process will explore, challenge, and refine ideas for a new secondary roads building to be built in Rockwell. Throughout the process we will discuss and review site strategies, building typologies, insulation tactics, and various budget considerations. The process will consider all code and ADA regulations as well as all input received from staff and insight from past experiences. Once a final design has been determined, full architectural, civil, MEPT, and structural engineering documents will be produced and released for public bidding. B+C will manage the bidding phase to assist the county in selecting a contractor prior to moving forward with the construction process. B+C will assist in monthly progress meetings, pay application reviews, substantial completion walkthrough and one year warranty walkthrough.

proposed fee + payment

We will provide the above services and deliverables for 7% of construction costs. Invoices are sent monthly as design work progresses, due within 30 days. If design work is paused or stopped for any reason, payment for all progress to date is due in full upon invoicing.

the dotted line

By signing this proposal, we agree we are on the same page regarding expected services and fees. As full partners in this endeavor, we will actively communicate to fulfill the project scope and work together toward the end goal within the services agreed upon.

Doug Foreshoe

Doug Foreshoe, AIA / Bergland + Cram

Tom Meyer / Cerro Gordo County



BERGLAND + CRAM
architecture | planning | interiors

Cerro Gordo County Board of Supervisors

Memorandum – 2025-07-21 IT Board Agenda items

To: Chris Watts, Casey Callanan and Carl Ginapp

From: Ken Bahls

CC: Tom Meyer, Michelle Rush

Please add the following items to the Board Agenda:

- Authorize the IT Director to sign the Statement of Work for the Finance rework from B Three Solutions for \$50,000
- Authorize the IT Director to sign the Quote from Carrier Access for \$15,352.09 to renew our Cisco Umbrella services for three more years.

Rationale

The B Three SOW continues the work B Three is providing to modernize the Finance application.

Cisco Umbrella is a security application that provides URL filtering and protection. It is an essential component to our security posture and a requirement for our Cyber Security insurance.

Both of these are planned and budgeted expenses.



Statement of Work
for
Cerro Gordo County

FY2025 Software Development Phase V

B-Three Solutions, Inc.
555 Davidson Road, Suite 4
Pittsburgh, PA 15239
412.712.1000

July 17, 2025

Overview

Client

Cerro Gordo County

Date

07-17-2025

Team

Cerro Gordo County:

Ken Bahls

B-Three Solutions:

Jamie Schultz, TBD

Description

This SOW covers Phase V of the Claims Project application for Cerro Gordo County which aims to enhance and extend existing system functionalities. This phase includes the development and implementation of new modules, user interface improvements, and deployment activities.

Executive Overview

Cerro Gordo County has identified a need to update their custom-built real estate software platform from the current PowerBuilder system to a modern .NET C# toolset that can be maintained with in-house developers. The county would like to improve the overall user experience with a modern UX design.

This SOW describes the effort to design and implement a "Finance Project Phase V" for Cerro Gordo County.

Phase V modules to be implemented:

- Finance > Form 1099 Reports
- Finance > Form 1099s
- Finance > General Reports > Budget/Expenditure Accrual Reports
- Finance > General Reports > Budget/Expenditure Report - Heather
- Finance > General Reports > Budget/Expenditure Reports
- Finance > General Reports > Budget/Revenue Accrual Reports
- Finance > General Reports > Budget/Revenue Reports
- Finance > General Reports > Special Interest Reports > External Auditor Reports
- Finance > General Reports > Special Interest Reports > MBC Report
- Finance > General Reports > Special Interest Reports > Mental Health Report
- Finance > Ledger Reports > Account Listing
- Finance > Ledger Reports > Account Posting/Inquiry
- Finance > Ledger Reports > Corrective Entries
- Finance > Ledger Reports > External Auditor Exports
- Finance > Ledger Reports > Misc. Ledger Reports
- Finance > Ledgers > Audit Trail Documentation
- Finance > Ledgers > Balance Sheet Ledgers
- Finance > Ledgers > Corrective Entries
- Finance > Ledgers > Create New Year Ledgers

- Finance > Ledgers > Expenditure Ledgers
- Finance > Ledgers > Fix ALE Beginning Balances
- Finance > Ledgers > Import Ledger Budgeted Amounts
- Finance > Ledgers > Ledger Appropriations
- Finance > Ledgers > Revenue Ledgers
- Finance > Ledgers > Reverse Audit Trail
- Finance > Ledgers > Tax Imports > Import ACH Transactions
- Finance > Ledgers > Tax Imports > Import Prepayment Applied
- Finance > Ledgers > Tax Imports > Import Tyler Apportionment
- Finance > Ledgers > Tax Imports > Import Tyler Daily
- Finance > Ledgers > Tax Imports > Tax Apportionment Import
- Finance > Ledgers > Tax Imports > Tax Drainage Assessment Import
- Finance > Ledgers > Tax Imports > Tax Import Report
- Finance > Ledgers > Tax Imports > Tax Reimbursement Import
- Finance > Ledgers > Tax Imports > Tax Special Assessments Import
- Finance > Print Form 1099
- Finance > Purchase Requisition Reports
- Finance > Purchase Requisitions > Blank Purchase Requisitions
- Finance > Purchase Requisitions > Purchase Requisitions
- Finance > Purchase Requisitions > Single Purchase Requisition Close
- Finance > Purchase Requisitions > Void Purchase Requisitions
- Finance > Purchase Requisitions > Year End Purchase Requisition Close
- Payroll > Preparation > Accrue CompTime
- Payroll > Preparation > Comprehensive Payroll Employee Listing-Name Order
- Payroll > Preparation > Create New Pay Period-All Employees
- Payroll > Preparation > Create New Pay Period-All Employees-IPERS 3rd
- Payroll > Preparation > Create New Pay Period-One Employee
- Payroll > Preparation > Current Payroll Register
- Payroll > Preparation > Deduction/CPF-Audit Report
- Payroll > Preparation > Delete One Employee Created Pay Period
- Payroll > Preparation > Direct Deposit Listing
- Payroll > Preparation > Prepare Payroll
- Payroll > Preparation > TCP Exceptions Report
- Payroll > Preparation > Warrant Register-Regular Payroll
- Payroll > Warrant Processing > Create Direct Deposit File
- Payroll > Warrant Processing > Create HSA Deposit File
- Payroll > Warrant Processing > Email Payroll Dir Dep
- Payroll > Warrant Processing > Print Employee Payroll Check Range
- Payroll > Warrant Processing > Print Employee Payroll Dir Dep Stub Range
- Payroll > Warrant Processing > Print Single Employee Payroll Check
- Payroll > Warrant Processing > Print Single Employee Payroll Dir Dep Stub
- Payroll > Warrant Processing > Print Vendor Payroll Checks
- Payroll > Warrant Processing > Process IPERS Refund - One Employee
- Payroll > Warrant Processing > Process Payroll - All Employees
- Payroll > Warrant Processing > Process Payroll - One Employee
- Payroll > Warrant Processing > Process Payroll - Vendor Warrants
- Payroll > Warrant Processing > Warrant Register - Deductions

- Payroll > Warrant Processing > Warrant Register - Regular Payroll
- Administration > Posting Codes > Expenditure Posting Codes
- Administration > Posting Codes > Revenue Posting Codes
- Administration > Year End Closing Entries
- Payer/Vendor > Payers
- Onboarding of Lawrence to support application development and contribute to the project's implementation
 - Setup Development Environment
 - Ensure Lawrence has access to the Git server and can successfully check out the repository.
 - Verify his ability to build and run the application locally.
 - System Overview & Documentation
 - Provide an overview of the system architecture, including key components and workflows.
 - Save relevant documentation to Confluence for future reference.
 - Gradual Task Assignment & Mentorship
 - Allow Lawrence time to gain insight into the application and development process.
 - Assign an initial task and provide support as needed.
 - Integration into Agile Workflow
 - Add Lawrence to the JIRA board for task tracking and collaboration.
 - Include him in SCRUM meetings and Sprints to ensure alignment with the team's workflow.

Phase V Deliverables include:

Completion of Phase IV modules:

- Generation of database change scripts
- New database system that keeps PowerBuilder and New system intact
- Deployment plan and execution for stakeholders
- QA: Test Cases development and execution
- Iterative implementation based on stakeholder feedback
- Knowledge transfer sessions
- Ongoing design and development collaboration with IT Team

Methodology

B-Three's development methodology is based on Agile principles, particularly Scrum, with a focus on collaboration and project management. Here's how each element fits into the methodology:

Collaboration and Project Management Tools:

- **Jira:** Jira is a widely-used project management tool that allows teams to plan, track, and manage Agile projects. It's particularly well-suited for Scrum as it enables teams to create user stories, track sprint progress, and manage backlogs.
- **Confluence:** Confluence is a collaboration tool that allows teams to create, share, and collaborate on documents, plans, and ideas. It's often used alongside Jira to provide a centralized location for project documentation, meeting notes, and other important information.

Procedures:

- **Planning Meetings:** These are meetings held at the beginning of each sprint where the team plans the work to be done. This includes selecting user stories from the backlog and breaking them down into tasks, estimating effort, and setting goals for the sprint.
- **Daily Scrums:** Also known as daily stand-ups, these are short meetings held every day to provide updates on progress, discuss any obstacles or challenges, and coordinate tasks for the day.
- **Periodic Stakeholder Scrums:** These are meetings held at regular intervals (e.g., at the end of each sprint) where stakeholders are invited to provide feedback, review progress, and discuss priorities for upcoming work.
- **Retrospectives:** At the end of each sprint, the team holds a retrospective meeting to reflect on what went well, what could be improved, and any actions that need to be taken to enhance the team's performance in the next sprint.

By following these procedures and utilizing collaboration and project management tools - like Jira and Confluence - the B-Three team can effectively plan, execute, and manage Agile projects, ensuring alignment with stakeholder expectations and continuous improvement in project delivery.

Pricing

B-Three will work on an hourly rate for all support. The rates vary depending on the resource applied, but we typically utilize senior resources to manage and spec projects, after which the development is then passed on to intermediate resources.

Senior Resource:	\$125 / hour
Intermediate Resource:	\$110 / hour
Technical Resource:	\$105 / hour
QA Resource:	\$90 / hour

Project cost estimate: \$50,000.00

If this engagement requires additional effort beyond the cap maximum, B-Three will seek the proper authorization from Cerro Gordo County.

B-Three will invoice twice a month: Once on the 1st and then again on the 16th. The invoices will contain billable time for the prior 15 days and will be due net 30.

Terms and Conditions

1. Representations and Warranties; Disclaimers and Exclusions

- 1.1. For each party, entering into this Agreement does not violate the terms and conditions of any other contractual or legal obligations of that party.
- 1.2. The information which may be disclosed by one party to the other party throughout the course of the relationship between the parties, and the use of such information as contemplated by this Agreement, will not violate any trade secret right, trademark, service mark, patent, copyright or any other proprietary right of any third party protected by United States law.
- 1.3. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY TO THE OTHER PARTY REGARDING THE SUBJECT MATTER OF THIS AGREEMENT OR ANY MATERIALS PROVIDED OR DISCLOSED TO THE OTHER PARTY IN CONNECTION HERewith, EITHER EXPRESS, IMPLIED OR STATUTORY, OR ARISING BY COURSE OF CONDUCT OR PERFORMANCE, CUSTOM OR USAGE IN THE TRADE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
- 1.4. Except in connection with any breach by either party of its obligations under the pricing section of this agreement, neither party (nor its licensors) shall have any liability to the other party or any third party for any loss of business, loss of profits, loss of data, or computer malfunction, or any indirect, incidental, special, consequential or punitive damages, even if such party has been apprised of the possibility thereof.

2. Confidentiality

- 2.1. Each party (the "receiving party") acknowledges that, during the term of this Agreement, it may receive proprietary information from the other party (the "disclosing party"). The receiving party shall not disclose, provide, or otherwise make available to any third party (including customers or potential customers) any proprietary information of the disclosing party without the disclosing party's prior written consent. The receiving party shall utilize such proprietary information solely for its internal business purposes on a need-to-know basis, to the limited extent necessary to effect the provisions and purposes of, and as expressly contemplated by, this Agreement, and for no other purpose. Each party will protect the proprietary information of the disclosing party with the same degree of care with which it protects its own confidential or proprietary information and, in any event, with a reasonable degree of care.
- 2.2. Notwithstanding the foregoing, each party understands that it may become familiar with the other party's services and/or products. Without limiting the obligations set forth above, each party shall not share or disclose any proprietary information or any other information learned about the other party with or to any individual or organization other than in accordance with the terms and conditions of this Agreement.

3. Travel

If travel outside the Pittsburgh area becomes necessary to the provision of services under this agreement, then all travel and lodging expenses will be billed in addition to the contracted price for services, using IRS-accepted rates.

4. General Provisions

4.1. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement between B-Three Solutions and Cerro Gordo County, with respect to the subject matter hereof, and supersedes any prior understandings or agreements with respect to such subject matter whether written or oral. This Agreement may not be modified or amended except in writing signed by both parties, and no term may be waived except in writing signed by the party against whom the waiver is to be enforced. Any Addendum entered into by the parties referencing this Agreement shall be deemed, if and to the extent provided therein, to be an integral part of this Agreement.

4.2. **Non-solicitation.** The parties agree, during the term of this Agreement and for a period of 12 months following the expiration or termination of this Agreement, not to solicit for employment any current employee of the other party, without the other party's prior written consent.

B-Three Solutions seeks out individuals who combine technical expertise with people skills, and carry out their work responsibly. B-Three values its employees, and invests in them.

B-Three Solutions recognizes that there may be occasions when a B-Three Solutions employee fits so effectively into a client's work environment that the client considers offering that individual a position. In such a situation, B-Three Solutions must be compensated. The amount of the compensation will be 50% of the individual's first-year salary and bonus ("Compensation"). The first year shall be measured from the day the individual first begins his or her employment with Cerro Gordo County, and shall end on the one-year anniversary thereof. Compensation paid after that date, but for services rendered during the first year, shall be included in Compensation.

4.3. **Ownership.** B-Three Solutions will execute this project on a work-for-hire basis. Cerro Gordo County, will own the source code developed during the project, and Cerro Gordo County, will control all decisions about subsequent software updates.

4.4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, and it shall be enforced under the laws applied by the courts in such jurisdiction. Venue shall be in Cerro Gordo County. In the case of any litigation between the parties pertaining to this Agreement, the prevailing party's attorney's fees, and all associated costs, shall be paid by the other party.

4.5. **Non-assignment.** Neither party may assign or transfer any of its rights or obligations hereunder without the other party's prior written consent; provided, however, that assignment may be made in connection with any sale, merger or other change of control of such party. Notwithstanding the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties, their permitted successors and assigns.

4.6. **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart will be deemed to be an original instrument, but all such counterparts together will

constitute one agreement. To expedite the process of entering into this Agreement, the parties acknowledge that executed copies of this Agreement sent by facsimile will be equivalent to original documents until such time as original documents are completed, executed, and delivered.

- 4.7. **Non-waiver.** No failure of a party to enforce its rights under this Agreement will operate as a waiver of those rights. If any provision of this Agreement will be held invalid, illegal or unenforceable, such provision will be enforced to the maximum extent permitted by law and the parties' fundamental intentions hereunder, and the remaining provisions will not be affected or impaired.

5. Exclusions

B-Three Solutions is only providing those services and deliverables that are specified in this Agreement. All modifications or changes to any hardware and/or software required for the services and/or deliverables to perform as specified shall be at the sole cost and expense of the party requesting the services and/or deliverables. B-Three Solutions shall bear no cost or expense pertaining to any such modifications or changes necessary to make the work to be performed by B-Three Solutions operational. Only the items specified in this Agreement will be provided by B-Three Solutions. If additional work is required to make hardware or software items operational, all costs and expenses associated therewith shall be paid by the party contracting with B-Three Solutions. If any service, deliverable and/or specification is not expressly set forth in this Agreement, then the party contracting with B-Three Solutions shall execute a change order issued by B-Three Solutions on which such service, deliverable and/or specification is set forth. Should additional functionality for a deliverable be requested, then a change order issued by B-Three Solutions shall be executed by the parties setting forth such functionality. The parties acknowledge that any change order shall result in additional compensation to B-Three Solutions and that the change order shall include the additional amounts to be paid to B-Three Solutions for the items set forth on the change order.



Michael P. Walton
President
B-Three Solutions, Inc.

Jul 17, 2025

Date

Ken Bahls
Director of IT
Cerro Gordo County

Date

2025 Umbrella Renewal

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 #: 018942-1

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

Expiration Date: 08/08/2025

Cisco Terms and Conditions

The purchase of the Products in this Quote (the "Cisco Recurring Products") are subject to the terms and conditions on the Internet at <https://docs.carrieraccessit.com/sptc.pdf>. Additionally, Client's purchase and use of the Cisco Recurring Products is governed by the terms and conditions on the Internet at <https://www.cisco.com/go/terms> <https://www.cisco.com/go/servicedescriptions> and the Enterprise Agreement 3.0 Supplemental Terms and applicable Offer Terms detailed at <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html#~buying-programs-supplemental-terms-and-offer-descriptions> (collectively, the "Cisco Terms"). Client's acceptance of this Quote shall be deemed Client's acceptance of the applicable Cisco Terms.

Cisco Recurring

#	Description	Price	Qty	Ext. Price
Cisco Umbrella Renewal Sub960956 Requested Start Date : 9/11/2025 Term: 36 Months - 9/11/2025 to 9/10/2028 Automatically Renews For 12 Months On 9/11/2028 Billing Frequency : Prepaid Billing				
1	Enhanced Support for Umbrella	\$2,002.49	1	\$2,002.49
2	Umbrella DNS Security Essentials	\$60.68	220	\$13,349.60
Subtotal:				\$15,352.09

Financial Summary

Description	Amount
Cisco Recurring	\$15,352.09

Payment Options

Description	Payments	Interval	Amount
Cisco Recurring			
36 Months - Prepaid term	1	One-Time	\$15,352.09

Summary of Selected Payment Options

Description	Amount
Cisco Recurring: 36 Months - Prepaid term	
Total of Payments	\$15,352.09

For the Cisco Recurring Products above, the Initial Term is thirty-six (36) months. Unless Client notifies CAIT in accordance with the Agreement or via email to notices@carrieraccessit.com at least sixty (60) days prior to the expiration of the Initial Term or applicable Renewal Term, the Cisco Recurring Products will auto-renew for an additional twelve (12) month term (each a "Renewal Term").

The Cisco Recurring Products are billed in advance for the Initial Term and each applicable Renewal Term.

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.

Carrier Access IT, L.C.

Cerro Gordo County

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Michelle Rush

From: Brandon Billings
Sent: Tuesday, July 15, 2025 3:51 PM
To: Michelle Rush; Tom Meyer
Subject: Agenda item -- US 65 - West Fork Cedar Bridge Replacement Agreement
Attachments: 2025-C-108_CerroGordoCo_Final.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

The DOT will have to move the intersection of 120th street and US 65 as part of their project. The County will end up with new road ROW at no cost to us. We have to have the board vote and agree to allow the chairman to sign the agreement with the DOT for the Right of Way for that road.

Brandon Billings

Cerro Gordo County Engineer

Address: 17274 Lark Ave, Mason City, IA 50401

Phone: (641) 424-9037

Cell: (641)-425-5878

From: Johnson, Ashton <Ashton.Johnson@iowadot.us>
Sent: Tuesday, July 15, 2025 3:45 PM
To: Brandon Billings <bbillings@cerrogordo.gov>
Subject: US 65 - West Fork Cedar Bridge Replacement Agreement

External Email WARNING: DO NOT open attachments or click links from unknown senders or unexpected emails. Questions? Call 3-HELP.

Brandon,

I have attached an agreement regarding the upcoming US 65 W Fork Cedar River bridge replacement project. The language of the agreement covers the purchasing of easement in the County's name for the 120th Street alignment as well as language to cover closure of both 120th Street intersections to allow the contractor room to work. Exhibits for visuals are provided in the agreement. The detour is being covered under a separate agreement. Please review and let me know if there are any questions or concerns. If no issues, please have agreement signed and returned for processing.

Thanks!

Ashton Johnson, E.I.T.
District Staff Engineer
 Field Operations Division – District 2
 Iowa Department of Transportation
 428 43rd Street SW
 Mason City, IA 50401
 641-422-9464 office
ashton.johnson@iowadot.us

iowadot.gov



**IOWA DEPARTMENT OF TRANSPORTATION
Preconstruction Agreement
For Primary Road Project**

County	<u>Cerro Gordo</u>
Project No.	<u>BRF-065-8(79)--38-17</u>
Iowa DOT	
Agreement No.	<u>2025-C-108</u>
Staff Action No.	<u>N/A</u>

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated "DOT", and Cerro Gordo County, Iowa, a Local Public Agency, hereinafter designated "LPA", in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to U.S. 65 within Cerro Gordo County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

- a. The DOT shall design, let, and inspect construction of the following described project in accordance with the project plans and DOT Standard Specifications:

Pretensioned prestressed concrete beam (PPCB) bridge replacement on U.S. 65 over the West Fork of the Cedar River, located 2.6 miles north of County Road C13. See Exhibit A for project location.

As part of the project, the south junction of 120th Street and U.S. 65 will be relocated further south to accommodate the new bridge's length. A realignment of 120th Street will be necessary to allow for the relocation of the roadway. The existing portion of 120th Street, that will no longer be utilized, will be obliterated as part of the project. See Exhibit B for details of the realigned 120th Street, the obliterated areas of existing 120th Street, and the proposed right-of-way needs to allow for the realignment.

- b. Upon completion of construction, the LPA agrees to retain ownership and jurisdiction of the following referenced improvements as identified below. The LPA shall also assume responsibility for all future maintenance operations associated therewith, all at no additional expense or obligation to the DOT:

- i. 120th Street shall be reconstructed from approximately Station 1371+00 to Station 1380+39. A 24-foot wide roadway, with 3-inches of granular surfacing, 3:1 foreslope and backslope, and 5-foot wide ditch bottom shall be constructed. See Exhibit C for details of the proposed roadway.

2. Project Costs

- a. The DOT shall bear all costs except those allocated to the LPA under other terms of this Agreement.

3. Traffic Control

- a. The DOT shall temporarily close the highway project area by formal action in accordance with Iowa Code section 306.41. U.S. 65 through-traffic shall be detoured off the project. Traffic will be detoured

onto County Roads B60, S56, and C13. The LPA shall authorize the DOT to erect and maintain signs within its jurisdiction, consistent with Part 6 of the "Manual on Uniform Traffic Control Devices," as necessary to direct traffic to and along said detour route during the construction period. The DOT shall also remove said signs when the detour is discontinued. Details shall be shown on the traffic control sheet(s) within the project plans. A separate detour agreement shall be negotiated with the LPA, and the LPA shall be eligible for compensation for the detour in accordance with the DOT Detour Policy.

- b. It shall be necessary to temporarily close LPA side road 120th Street (north and south junctions with U.S. 65) during construction. The DOT shall furnish and install the required barricades and signing for the closure at project cost, and shall remove same upon completion of the project, at no expense or obligation to the LPA. The DOT shall work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours, which may be necessary for project related LPA road closures, shall be the responsibility of the LPA, at no expense or obligation to the DOT.
- c. Since this project causes the temporary closure of a road during construction, the DOT shall meet with the LPA to determine whether said closure is likely to cause increased traffic on other LPA roads. The DOT and the LPA shall determine a plan, and the costs thereof, for the LPA to perform dust control on said LPA roads with increased traffic, should dust control become necessary. In that event, the LPA shall inform the DOT prior to performing said dust control. The DOT shall reimburse the LPA for the cost of said dust control measures following the receipt of a bill for the agreed upon costs (see Iowa Code section 313.4 subsection 1.b.).

4. Right of Way and Permits

- a. The DOT shall be responsible for the coordination of utility facility adjustments for the primary road project.
- b. The LPA shall be responsible for providing, without cost to the DOT, any right of way for the project which involves dedicated streets or alleys, and any other LPA-owned lands which are required for the project, subject to the condition that the DOT shall reimburse the LPA for the value of LPA-owned improvements situated on such LPA-owned lands. The LPA has apprised itself of the value of these lands, and as a condition of their participation in the project, the LPA voluntarily agrees to make such lands available without further compensation. The DOT shall be responsible for acquisition of all other right of way.
- c. In connection with this project, any real estate and rights to real estate necessary for right of way at the connection of any public road and the primary highway project, any access road or frontage road, or any permanent utility easements, which are or which shall be under the jurisdiction of the LPA, may be acquired by the DOT, for and in the name of the LPA. Where acquired by contract, the LPA shall receive title from the contract seller and the LPA shall accept title thereto. Where acquired by condemnation, a single joint condemnation proceeding shall be instituted by the DOT to acquire real estate or rights in real estate, needed by the LPA for the LPA, and to acquire real estate or rights in real estate, needed by the DOT for the DOT.

5. Construction and Maintenance

- a. Upon completion of the project, no changes in the physical features thereof shall be undertaken or permitted without the prior written approval and consent of the DOT.
- b. Future maintenance of the primary highway within the project area shall be carried out in accordance with the terms and conditions contained in Local Systems Instructional Memorandum 7.110.

6. General Provisions

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project, and the FIS is modified, amended, or revised in an area affected by the project after the date of this Agreement, the LPA shall provide notice of the modification, amendment, or revision to the DOT within 14 calendar days of the LPA's receipt of a subsequent FIS or modification. If the LPA does not have a detailed FIS for an area which is affected by the proposed Primary Highway project, and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall provide notice of the FIS to the DOT within 14 calendar days. The LPA agrees to defend, indemnify, and hold harmless the DOT from any and all claims, costs, and damages arising from, or related to, the LPA's failure to timely provide an FIS, and/or FIS modification, to the DOT in accordance with this provision.
- b. The LPA shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Title VI of the Civil Rights Act of 1964 and Iowa Code Chapter 216. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both (all) parties that no third-party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement is found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole, or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s), represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements shall remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed amendment to this document.

[This space intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2025-C-108 as of the date shown opposite its signature below.

BOARD OF SUPERVISORS OF CERRO GORDO COUNTY:

By: _____ Date _____, 20____.
Chairperson

ATTEST:

By: _____
County Auditor

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20____.
Nickolas J Humpal, P.E.
District Engineer
District 2

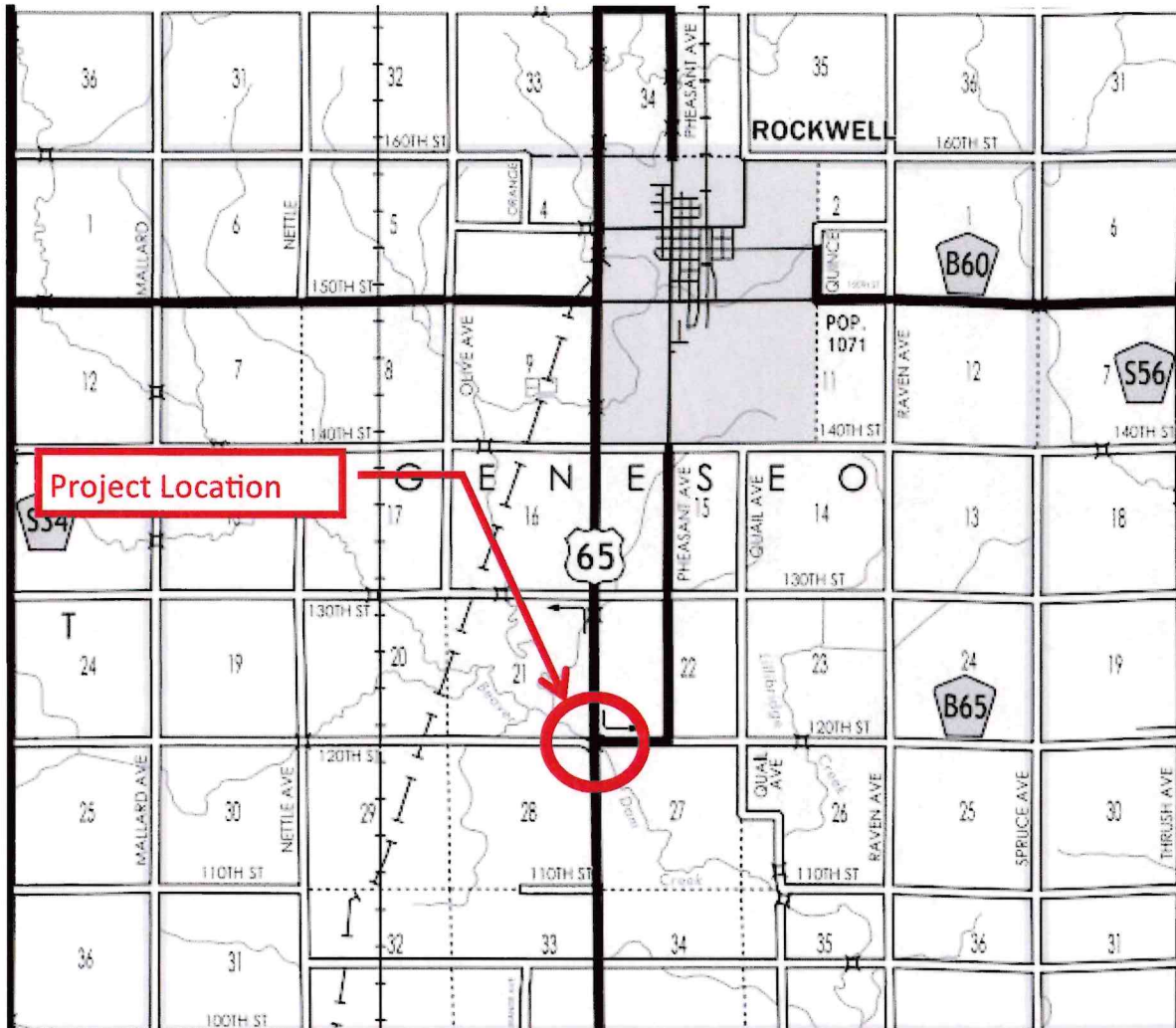
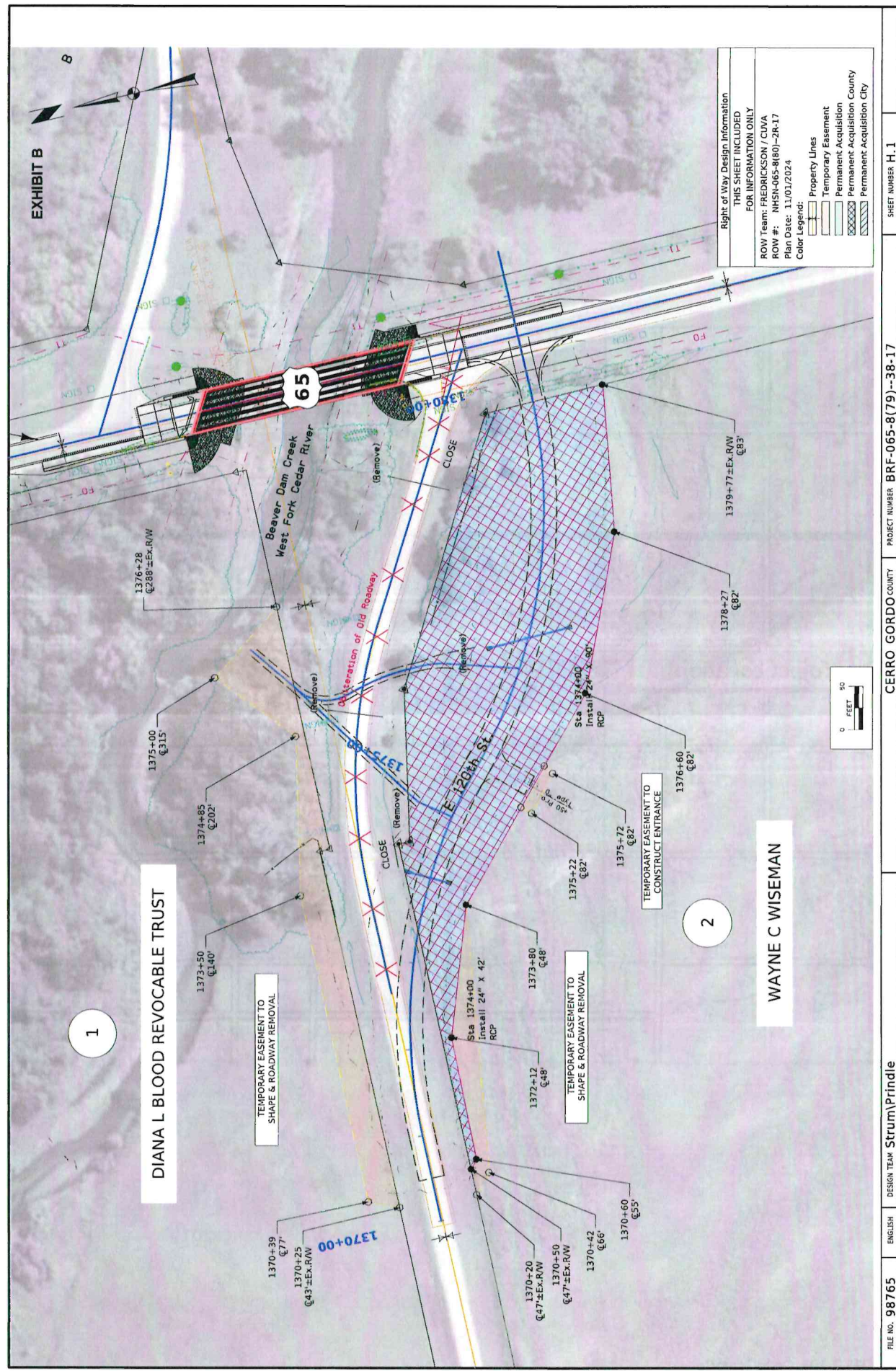


EXHIBIT B



1

DIANA L BLOOD REVOCABLE TRUST

2

WAYNE C WISEMAN

Right of Way Design Information
THIS SHEET INCLUDED
FOR INFORMATION ONLY
ROW Team: FREDRICKSON / CUVA
ROW #: NKS-065-8(80)-2R-17
Plan Date: 11/01/2024
Color Legend:
Property Lines
Temporary Easement
Permanent Acquisition County
Permanent Acquisition City

SHEET NUMBER: H.1

PROJECT NUMBER: BRF-065-8(79)-38-17

DESIGN TEAM: StrumPrindle

FILE NO. 98765
ENGLISH
11/4/2024
2025-C-108_CerroGordoCo



PUBLIC HEALTH

healthier together

DATE: July 14, 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 Ham Farms LLC (Andrew Muff)

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

Ham Farms LLC is an existing operation which is located at **2165 275th St in Section 5 of Clear Lake Township**. This facility consists of two buildings with below building pits. The capacity of the operation is 2,490 finishing hogs. The operation will produce 999,604 gallons of manure annually. Manure will be applied on six fields totaling 595.6 acres. One field of 85.6 acres is in Hancock County; the remaining five fields of 510 acres are in Cerro Gordo County in Sections 4, 5 and 7 of Clear Lake Township, Section 32 of Grant Township and Section 18 of Union Township. **The update indicates an increase and change in the fields for manure application from the previous plan.**

The concerns are listed below:

- The city of Ventura is ½ miles south of the manure application area.
- The city of Clear Lake is about two miles southeast of the manure application area.
- Clear Lake (lake) and Ventura Marsh are about one mile south of the manure application area.
- McIntosh State Park and McIntosh Wildlife Management Areas are about 1¾ miles from the manure application area.
- An Iowa DNR wetlands preserve maintained by Cerro Gordo Conservation (Wild Goose Marsh) is adjacent to the manure application area.
- Kuhn Wildlife Area is about 1½ miles from the manure application area.
- The EROD (Environmental Resource Overlay District) boundary around the Clear Lake watershed is adjacent to the manure application area.
- Willow Creek borders the field in Section 4 of Clear Lake Township.
- Galls Creek and a grassy waterway cut through the field in Section 18 of Union Township.
- There is a 57% increase in the amount of manure production for no apparent reason.

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



PUBLIC HEALTH

healthier together

12

DATE: July 16, 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 Engels North

This report is to make you aware of concerns regarding a Manure Management Plan Annual Update received by this office from the Engels North 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**. The Environmental Service Manager shall review the Manure Management Plan and prepare a report within seven (7) days for the Board of Supervisors detailing issues to forward to the Iowa Department of Natural Resources.

The confinement unit is located at **23626 250th Street in Section 14 of Portland Township**. The facility capacity is 4,000 finishing hogs which will produce approximately 1,022,000 gallons of manure annually and be stored in below-building pits. This is an existing operation that is not expanding. Manure will be applied on forty fields totaling 3,395.2 acres: 2,091.1 acres in Floyd County and 1,304.1 acres in Cerro Gordo County. The Cerro Gordo County application area consists of seventeen fields in Sections 1, 10, 11, 12 and 13 of Owen Township and Sections 14, 15, 23, 26, 27 and 35 of Portland Township. Many of the same fields are also used for Engels South swine operation. **The total amount of acres used has increased, but the Cerro Gordo portion has decreased from the previous plan.** The concerns listed below and are based on the impacts to Cerro Gordo County:

- Clay Banks Forest, Bird Hill Fossil Site, Grover's Meadows, Limestone Prairie Preserve, and Shellrock River Greenbelt are all within 1½ miles of the manure application area.
- Buffalo Run Golf Club is about one mile from the application area in Sections 14 of Portland Township.
- Owens Grove Cemetery is about two miles from the manure application area.
- The city of Nora Springs is about one mile from the manure application area.
- The unincorporated town of Portland is about two miles from the manure application area.
- The city of Mason City is about 1½ miles from the manure application area.
- Little Lime Creek and its flood plain abut the fields in Sections 26 and 27 of Portland Township.
- Little Beaver Creek and its flood plain skirt the manure application area in Sections 10, 11 and 13 of Owen Township.
- Waterways dissect the manure application areas in Sections 14, 15, 26, and 35 of Portland Township and Section 1 of Owen Township.
- Winnebago River runs adjacent to the fields in Sections 27 and 35 of Portland Township.
- Badlands Draw run through the fields in Section 35 of Portland Township.

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



PUBLIC HEALTH

healthier together

13

DATE: July 16, 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 Neal Hog Farms LLC

This report is to make you aware of concerns regarding an **updated** Manure Management Plan received by this office from **Neal Hog 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.

The building site is located at **2499 Ulmus Avenue in Section 28 of Dougherty Township**. The facility houses 2,400 hogs, equivalent to 960 AU (animal units). The confinement building is 102 feet by 193 feet. The operation will produce about 613,200 gallons of manure annually which is stored in below building pits.

The plan includes four fields totaling 596.55 acres for manure application. The fields are in Sections 6 and 28 of Dougherty Township and Sections 12 and 24 of Geneseo Township. **This annual update indicates a slight reduction in the number of acres but that the fields have remained unchanged.** My main concerns with the manure management plan are listed below:

- The city of Dougherty is about 2½ miles SE of the manure application area.
- The city of Rockwell is ½ mile west of the manure application area.
- The unincorporated village of Cartersville is about two miles east of the manure application area.
- Zeidler Park is ¼ mile from the manure application area.
- Linn Grove Park, Linn Grove Golf Course, West Fork Schools, and the Rockwell Aquatic Center are all roughly ½ mile west of the manure application area.
- A waterway and its corresponding floodplain dissect the manure application area in Section 12 of Geneseo Township.
- A waterway divides the manure application area in Section 28 of Dougherty Township.
- Lillibridge Creek and its corresponding floodplain dissect the manure application area in Section 24 of Geneseo Township.

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



PUBLIC HEALTH

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DATE: July 16, 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 DHP Poultry

This report is to make you aware of concerns regarding a Manure Management Plan Short Form Annual Update received by this office from **DHP Poultry** 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 issues to forward to the Iowa Department of Natural Resources.

The site is in Franklin County at 2245 Heather Ave, Latimer, Iowa. The facility houses 90,000 chickens, equivalent to 900 AU (animal units). Annual manure production is 810,000 tons for this facility.

Eight fields totaling 1,582.8 acres will be used over the course of the five-year plan. There are three fields in Cerro Gordo County totaling 991.2 acres, these are in Section 5 of Mount Vernon Township and Sections 28 and 33 of Union Township. The remaining fields are in Franklin County. None of the fields listed contain HEL (highly erodible land). The operator indicated a change to crop rotation or optimum yields. **The fields on which manure will be applied are unchanged from last year.** My main concerns are listed below:

- Union Hills Waterfowl Production Area is adjacent to a sizeable portion of the manure application area.
- Zirbel Slough is about ¾ mile from the manure application area.
- Clear Lake (lake) is slightly less than three miles from the manure application area.
- Bluebill Wildlife Area is about 1¾ miles from the manure application area.
- Beaverdam Waterfowl Production Area is about 2½ miles from the manure application area.
- Waterways crisscross the manure application area in Section 33 of Union Township.
- There may be an error in the plan as it indicates 810,000 tons of manure production and previous year's report indicated 810 tons.

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

