Cerro Gordo County

To The Honorable Board of Supervisors Recapitulation

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

<u>Mileage</u>	<u>Fees</u>	Miscellaneous*
\$359.58	\$9,976.24	\$4,164.88

Total Civil & Miscellaneous Fees earned for November 2025-----\$14,500.70

Miscellaneous*		Credit Account No.
Purchasing Permit	75.00	001 4415 051 1060 1
Weapon Permit	1,620.00	001 4410 051 1060 1
Ins./Pub Record/Golf Cart	82.48	001 5040 051 1060 1
D. L. Printouts	0.00	001 5030 051 1060 1
Fingerprints & Dyn.	120.00	001 4420 051 1060 1
Offender Reg	75.00	001 4450 051 1060 1
Fees & Mileage	10,335.82	001 4400 051 1060 1
Room and Board	2,192.40	001 4440 053 1050 1
	\$14,500.70	f

November 26, 2025 – Issued Check #1264 in the amount of \$14,500.70 to Cerro Gordo County Treasurer.

David Hepperly, Sheriff Cerro Gordo County Adam Wedmore, Auditor Cerro Gordo County

CERRO GORDO COUNTY, IOWA

POSITION DESCRIPTION

Position Title: Election Deputy

Department: Auditor

Immediate Supervisor: County Auditor

Shift: Normally 8:00am to 4:30pm, Monday-Friday; additional evening and weekend

hours required as-needed.

Location: Cerro Gordo County

FLSA: Exempt- Elected Official Appointee Salary: Negotiable

Approved by: County Auditor **Date:** December 3, 2025

General Summary:

The Election Deputy is responsible for the planning, coordination, and administration of all election activities conducted by the Auditor's Office. This position performs administrative and technical work involving voter registration, election management, records maintenance, and support to the Auditor. Responsibilities include developing and implementing election plans, maintaining election and voter registration databases, and ensuring full compliance with applicable state and federal election laws.

Essential Duties and Responsibilities:

Manage all election operations, ensuring timelines, staffing levels, polling place requirements, supplies and equipment needs, and statutory deadlines are met.

Prepare, distribute, receive, and file election paperwork; design and print ballots; draft and submit legal notices; prepare and maintain all required election documents.

Administer voting programs including absentee, satellite, UOCAVA, health care facility, and Safe at Home.

Maintain voter registration and election management databases to ensure accuracy and data integrity; test, program, maintain, secure, and inventory election equipment; process election data, generate reports, and compile results; prepare abstracts and certificates of election.

Recruit, hire, train, and supervise precinct election officials; develop training materials; work closely with city clerks and school secretaries.

Maintain the Auditor's Office website, use online reporting systems and databases, upload documents, and ensure informational security measures are met.

Receive, review, process, and manage tobacco and alcohol permits; monitor office supply inventories; coordinate production and resell of plat books.

Prepare and generate the appropriate IRS 1099 forms for all qualifying vendors; prepare and file Auditor's Office quarterly report.

Provide courteous, knowledgeable, and prompt service to the public and colleagues.

Support overall Auditor's Office operations, assist with special projects, and perform additional duties as assigned.

In the absence of the Auditor, be able to perform all duties of the Auditor as necessary.

Qualification Requirements:

- Positive attitude, professional demeanor, and a genuine interest in serving the public.
- Strong desire to learn and share information related to elections, voter registration, and all areas of the Auditor's Office.
- Excellent communication and listening skills; ability to convey information clearly and accurately.
- Strong organizational skills with the ability to multitask and maintain focus in a fastpaced environment with frequent interruptions.
- Proficiency with computers and database management systems.
- Ability to work collaboratively as part of a team while exercising sound judgment and discretion.
- Ability to utilize a wide variety of reference and descriptive and/or advisory data and
 information such as technical manuals and administrative documentation,
 instructions, policies and procedures, statutes and regulations, legal documents,
 ordinances, telephone and address directories, maps, voter registration records,
 computer reports, spreadsheets, and time records.
- Ability to produce reports with proper format, punctuation, spelling, grammar, and using all parts of speech. Requires the ability to communicate with and before others using correct English.

The requirements and duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Education & Experience:

Associate's degree required, bachelor's degree preferred. Experience in local government, elections, IT, or office management preferred. Equivalent combinations of education and experience will be considered.

Knowledge, Skills, and Abilities:

- Positive attitude and professional demeanor; ability to deal with the public in a tactful and courteous manner.
- Ability to interpret and apply complex election laws.
- Strong organizational skills; able to multitask and work under pressure.
- Excellent written and verbal communication skills.
- Ability to hire, train, supervise, motivate, and evaluate staff.
- Strong analytical skills and attention to detail.
- · Ability to maintain confidentiality and handle sensitive issues.

Certification & Training Requirements:

- Completion of State Election Administrator Training level 1 within six months of hire.
- Completion of State Election Administrator Training levels 2 and 3 within four years of hire.
- Regular attendance of election-related trainings, conferences, and workshops as needed throughout employment.
- Status as a Notary Public or ability to obtain.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

- Work primarily performed in an office setting.
- Frequent lifting of up to 30 lbs., occasional lifting of up to 50 lbs.
- Regular moving, lifting, carrying, setup, and operation of voting equipment.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee may be exposed to physical harm caused by an emotional consumer or the general public.

Tasks are regularly performed without exposure to adverse environmental conditions.

Work is normally performed in an office environment. Headaches, eyestrain, carpal tunnel, and related occupational hazards associated with computer work reflect most common potential for injury.

The noise level in the work environment is usually moderate.

Additional Notes:

Must have a valid Iowa Driver's License and have reliable transportation. Must be insurable for driving under county insurance company policies.

Ability to obtain automobile insurance if personal vehicle is ever used for county business for which mileage reimbursement would be received. To be reimbursed for mileage, must provide proof of auto insurance with the following minimum limits:

\$100,000 bodily injury for each person

\$300,000 bodily injury for each occurrence

\$100,000 property damage

OR

\$300,000 single limit for all liability

Employee will be expected to work more than forty (40) hours per week as necessary.

Applicant will be subject to post offer, pre-employment drug and physical testing, reference checks, and a background check.

Duties may be modified at any time at the discretion of the County Auditor.

Employees must follow all job-related instructions and perform additional duties as assigned.

Cerro Gordo County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages prospective employees and incumbents to discuss potential accommodations with the employer. Cerro Gordo County is subject to and has adopted a policy in compliance with the 2008 Smokefree Air Act.

Agreement (Draft)

Between
Cerro Gordo County, Iowa
and
Black Hawk County, Iowa

This Agreement sets forth the terms and understanding between Black Hawk County (Black Hawk) and Cerro Gordo County (Cerro Gordo) in respect to the sharing of Cerro Gordo's License Reinstatement Client Management STORM software (STORM).

Background

Black Hawk would like to utilize Cerro Gordo's STORM software for their License Reinstatement. This will be used on Black Hawk's premises and infrastructure and will be a separate copy. This Agreement sets forth the terms and conditions of this arrangement.

<u>Purpose</u>

This Agreement will:

- 1. Allow Black Hawk to use one copy of the STORM software
- 2. Define the financial terms of this arrangement
- 3. Define the expectations for support and updates

All data and software will reside on Black Hawk infrastructure and all data will continue to be owned and maintained by Black Hawk IT. Black Hawk shall not share or copy the STORM software to any other entity or person without the express written permission of Cerro Gordo.

Pricing

Black Hawk shall pay a one-time initial fee of \$20,000 to Cerro Gordo County within forty-five (45) days of installation of the STORM software.

Black Hawk shall pay Cerro Gordo the following fees no later than December 15 of each fiscal year this agreement is in effect:

- \$1500 annually due on December 15 of each year starting December 15, 2026
- Support (including installation support) will be on an hourly basis of \$75/hour in 30-minute increments. Cerro Gordo shall provide 30-day notice of any change in hourly rate for support services.

Initial Review Period

Upon receipt of the STORM software, Black Hawk will have 30 days to evaluate the software to ensure fitness for use for Black Hawk. At the end of the 30-day period, if Black Hawk continues the agreement, the one-time purchase fee will be due within 15 days. If Black Hawk County determines it will not continue to use the STORM software, then Black Hawk shall notify Cerro Gordo in writing to the required contact under Notices, and an initial fee of \$5,000 shall be due within 15 days for the initial work and set up of the STORM software on Black Hawk County's system. Black Hawk shall remove the STORM software and destroy any copies.

Maintenance

Cerro Gordo will provide a copy of STORM software to Black Hawk County and subsequent updates to this software as they become available. These updates are on no set schedule but include security updates and enhancements.

Support will be provided to Black Hawk on a time and materials basis as defined under Pricing. Support will be scheduled based on the criticality and severity of the request. Development schedules are usually backlogged but best effort will be made to address requests based on other priorities and severities.

Duration

This MOU shall only be modified by written mutual consent of both parties. This MOU shall become effective upon signature by the authorized officials from Cerro Gordo County (Board of Supervisor Chair, County IT Director, Black Hawk County (Board of Supervisor Chair, County Attorney) and will remain in effect indefinitely or until modified or terminated by either party or by mutual consent.

Indemnification

Black Hawk 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 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 the work, services, labor, and/or materials to be rendered and provided by Cerro Gordo or its subcontractors to or for the benefit of Black Hawk. The indemnification obligation of the parties shall survive termination of the Agreement.

Termination of Agreement

This Agreement may be terminated by either party upon thirty (30) day written notice to the other party. Upon termination Black Hawk shall remove the STORM software and destroy any copies. Data remains owned by Black Hawk.

Upon termination of this Agreement, all rights to use the STORM software are immediately revoked. Any continued use of the STORM software after the termination of this contract shall constitute a breach of contract, and Cerro Gordo shall be entitled to seek injunctive relief, damages, attorney fees, and any other remedies available at law or in equity.

Attorney Fees

If any party to this Contract brings a cause of action for breach of contract against the other party arising from or relating to the agreement, the prevailing party in such proceeding shall be entitled to recover its reasonable attorney fees and court costs.

Notices

Written notices for termination or claims of breach of contract shall be sent to the following by certified mail or email with proof of acceptance by the other party below:

Black Hawk County:

Black Hawk County
Black Hawk County Attorney
316 East 5th Street
Waterloo, Iowa 50703
STORM@blackhawkcounty.iowa.gov

Cerro Gordo County:

Cerro Gordo County
IT Director
220 North Washington Ave
Mason City, Iowa 50401
ITBilling@cerrogordo.gov



DATE:

December 2, 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

RE:

Manure Management Plan Dwayne Christiansen

This report is to make you aware of concerns regarding a Manure Management Plan update received by this office from the **Dwayne Christiansen** 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 concerns to forward to the Iowa Department of Natural Resources.

The confinement unit is located at 3435 Yarrow Avenue, Plymouth, in Worth County. The operation has a capacity of 6,000 finishing hogs and 1,200 nursery pigs. Annual manure production is 1,973,160 gallons which is stored in below building pits. The current plan consists of fourteen (14) fields totaling 1,290 acres. There are two fields totaling 198.3 acres in Sections 1 and 3 of Falls Township in Cerro Gordo County; the remaining acres are in Worth and Mitchell Counties. The fields on which manure will be applied to are unchanged. The primary concerns of this report are Cerro Gordo County focused and are listed below:

- Rock Falls Creek and its flood plain run next to the field located in Section 3 of Fall Township.
- The city of Plymouth is about 1¾ miles from the manure application area.
- Stand Park is about 1¾ miles from the manure application area.
- The city of Rock Falls is about 2¹/₄ miles south of 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.



DATE:

December 3, 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

RE:

Manure Management Plan for Bamrick Finishers

This report is to make you aware of concerns regarding a Manure Management Plan annual update received by this office from the Bamrick Finishers 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 3861 Thrush Avenue in Section 20 of Dougherty Township. The Bamrick hog site is an existing operation that is not expanding. The operation has 5,600 hogs or 2,240 AU. The facility will produce 1,839,600 gallons of manure annually which will be stored in below-building pits.

Manure will be applied on three fields totaling 391.7 acres in Section 18 of Geneseo Township and Sections 19 and 20 of Dougherty Township. The field in Geneseo Township was added and three fields in Doughtery Township were removed, there was a reduction in the total number of acres used from 1,062.1 acres on the previous plan. The concerns are listed below:

- The application area is about 2¼ miles from Rockwell city limits.
- West Branch Beaver Dam Creek and its floodplain border the field in Section 18 of Geneseo Township.
- A grassy waterway borders the field in Section 18 of Geneseo Township.

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