



Board of Supervisors Cerro Gordo County Courthouse

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

Casey M. Callanan
Carl M. Ginapp
Chris Watts

CERRO GORDO COUNTY BOARD OF SUPERVISORS REGULAR SESSION

**MONDAY, OCTOBER 19, 2026
10:00 A.M. – Board of Supervisors Conference Room**

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- A. October 12, 2026, Regular Session
- B. October 13, 2026 Workshop Session

PUBLIC COMMENT – Agenda Items Only

NEW BUSINESS

1. County Auditor – Claims
2. County Auditor – Payroll
3. County Auditor – Drainage
4. Motion to Approve Clerk's Monthly Report of Fees
5. CG Public Health – Authorize chair to sign Iowa DNR Agreement between Iowa Department of Natural Resources and Cerro Gordo County
6. County Engineer –

CORRESPONDENCE & COMMUNICATION

ANNOUNCEMENTS

ADJOURNMENT

Next Resolution 2026-69
Posted: 10/16/26 at 9:00 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.

Clerk's Monthly Report of Fees Collected

State of Iowa

Vendor 919

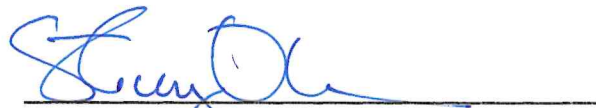
Cerro Gordo County

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 September 30, 2026.

Co Attorney Collections	001-8502-041-1100-000000	24994.45	Type 1
Co Attorney-12%	067-8502-041-1100-000000	4462.99	1
Surcharge	002-2030-295-1530-040300	0.00	1
Sheriff's Fees	001-8470-051-1060-040300	1200.13	4
Attorney Fees	002-8470-291-1620-040300	0.00	1
County 9% Surcharge	001-8501-054-1000000000	0.00	Type 1
Collection reimbursement	002-8470-295-1530-040300	5.99	4
Driving-No Proof of Ins	002-8470-295-1530-040300	2812.92	4
Ordinance-Infraction	002-8500-295-1530-040300	7843.22	1
Postage	001-8472-072-9100000000	0.00	Type 4
TOTAL		41,319.70	

All of which is respectfully submitted.



Subscribed and sworn to before me by Stacey Oleson

Clerk of the District Court, this 14th day of October, 2026.



Auditor, Cerro Gordo County.

**IOWA DNR AGREEMENT ID 26ESDWQBDWATT0001
INTERGOVERNMENTAL (28E) AGREEMENT BETWEEN
THE IOWA DEPARTMENT OF NATURAL RESOURCES
AND
CERRO GORDO COUNTY, IOWA**

THIS INTERGOVERNMENTAL (28E) AGREEMENT (Agreement) is entered into by the Iowa Department of Natural Resources (Department), the Cerro Gordo County Board of Supervisors (County Board), and the designated County private water well permitting entity (Permitting Agency) (jointly referred to as the County.)

- I. Authority: This agreement is entered into pursuant to the authority in Iowa Code Chapter 455B, Subchapter III; 567 Iowa Administrative Code (IAC) sections 49.7; and Iowa Code chapter 28E.
- II. Statement of Purpose: The purpose of this agreement is to establish the terms and conditions for delegation to designated county Permitting Agencies of the Department's permit-issuing authority with respect to private water well construction, reconstruction (hereafter, jointly, "construction"), and abandonment, as provided in Iowa Code Chapter 455B, Subchapter III, and administrative rules in Chapters 567—39 and 567—49 (IAC) applicable to county delegation. The agreement specifies the extent and manner of cooperation between the two agencies in conducting programs for the evaluation and issuance of private water well construction and reconstruction permits. This agreement places emphasis on assuring the County well program meets or exceeds the minimum standards required by the Department.
- III. Entire Agreement: This Agreement, its amendments, and its attachments shall constitute the entire agreement between the Department and the County with respect to delegation of the Department's authority to issue and ensure compliance with private water well construction permits and well abandonment. To the extent that the terms of this Agreement conflict with an act of the Iowa Legislature or with 567 IAC Chapters 39 and 49, (referred to as Chapter 39 and Chapter 49 (IAC)), that act or those Chapters shall control.
- IV. A. Concurrent Jurisdiction: The Department retains concurrent jurisdiction with the County over the permitting for the construction and abandonment of private water wells as provided in Iowa Code Chapter 455B, Subchapter III. Nothing in this Agreement or its attachments shall be construed as limiting the power of the Department to issue or deny private water well construction permits or to take any other action, including taking enforcement action in any manner and against any person, consistent with the provisions of Chapter 567—39 and Chapter 567—49 (IAC), or any other rules established or to be established under Subchapter III of Iowa Code Chapter 455B, which the Department and/or the Environmental Protection Commission deem necessary for the continued proper implementation of Iowa Code Chapter 455B, Subchapter III.

B. No Defense Created: Nothing in this Agreement shall be construed as creating a defense for any person except the County in any action by or against the Department, and no person except the County may use the terms of this Agreement as a defense against the Department in any action by or against the Department.

V. Review for Compliance: This section of this Agreement shall apply in the event that any of the following items are either rescinded, declared invalid or improper by a court of law, a final administrative action, or an act of the Iowa Legislature, or are rendered moot and/or void for any reason: all or part of this Agreement; and/or all or part of the applicable County ordinances, regulations, and/or resolutions referred to in this agreement; and/or all or part of said Chapters 567—39 and 567—49 (IAC). In such an event, the remaining rules, ordinances, and/or resolutions shall remain in full force and effect. Upon notice of such an event, the Department shall promptly review the remaining rules, ordinances, and/or resolutions to determine this Agreement's continuing compliance with Iowa Code Chapter 455B, Subchapter III and any rule enacted under the authority of that subchapter.

VI. Certification of Authority: The County certifies it has lawfully adopted private well construction and reconstruction permitting ordinances and private well abandonment ordinances or enforceable regulations in accordance with Iowa Code Chapter 455B, Subchapter III that satisfy one of the following standards:

- The ordinances or regulations adopt by reference Chapters 567—39 and 567—49 (IAC); or
- The ordinances or regulations adopt Chapters 567—39 and 567—49 (IAC) in their entirety; or
- The ordinances or regulations are consistent with and no less stringent than Chapters 567—39 and 567—49 (IAC); or
- The ordinances and regulations grant express authority to the Permitting Agency to implement Chapters 567—39 and 567—49 (IAC) as provided in Iowa Code Chapter 455B, Subchapter III.

The County further certifies these ordinances and regulations grant the county authority to enforce violations of the above ordinances and regulations, or the authority to enforce violations of Chapter 567—49 (IAC) as provided in Iowa Code Chapter 455B, Subchapter III. The Department may periodically review the county ordinances and regulations to determine that they are consistent with and no less stringent than Chapter 567—49 (IAC), and that the County has adequate authority to enforce their local ordinances or regulations, or has the authority to enforce Chapter 567—49 (IAC) as provided in Iowa Code Chapter 455B, Subchapter III.

VII. Duties:

A. Duties of the County

1. Personnel: The County represents that it either has, or will acquire no later than the date of signing this agreement, all personnel required for the performance of the work specified under this Agreement.

2. Continued Employment: The County shall continue to employ sufficient personnel to perform the services of this Agreement for the duration of the Agreement.
3. Documentation: Prior to or immediately upon the signing of this Agreement, the County shall submit the following information to the Department:
 - i. The name(s), title(s), and all relevant work contact information of the employee(s) and/or the division(s) designated within the Permitting Agency that will be responsible for implementing the provisions of this agreement and the delegation authorities specified in Section VI above.
 - ii. A copy of the County regulations and/or County ordinance(s) and/or adopting resolutions authorizing the County to implement and enforce the water well construction permit, construction, and abandonment rules of Chapters 39 and 49 (IAC) pursuant to the County's certification under Section V of this Agreement.
4. Compliance with Administrative Rules: The County shall comply with all applicable administrative rules in Chapter 567—49 (IAC).
5. Permit Application Review and Permit Issuance:
 - i. The Permitting Agency shall review all private water well construction permit applications for requests to construct private water wells (which shall include all applications to modify, repair, or upgrade existing private wells) on property or portions of property located within the County in accordance with the provisions of County ordinances, regulations, and the provisions of Chapters 567—39 and 567—49 (IAC), except as provided in subrule 567 IAC 49.7(3) and Iowa Code Chapter 455B, Subchapter III.
 - ii. In its review, the Permitting Agency shall determine:
 - 1) If the proposed well location meets the applicable separation distances of listed in rule 567 IAC 49.8.
 - 2) If the proposed well location falls within an area that is regulated by federal, state, or local institutional controls.
 - 3) If the proposed well will withdraw less than 500 gallons per minute and the proposed location is known to be within 1000 feet of a previous or current known contaminated site or leaking underground storage tank (LUST) site as shown on the Department's mapping tool.
 - 4) If the proposed well will withdraw 500 gallons or more per minute and the proposed location is known to be within 2,500 feet of a previous or current known contaminated site or LUST site as shown on the Department's mapping tool.
 - 5) If the water well construction permit is submitted for a project requesting 10 or more boreholes.
 - 6) If the proposed well location falls within an area where the well is also regulated by a local governing body through the use of municipal ordinances or local covenants.
 - 7) If the well will withdraw from the Cambrian-Ordovician (Jordan) aquifer.

When proposed water well construction application meets any of the criteria stated in section VII.A.5.ii.2, VII.A.5.ii.3, VII.A.5.ii.4, VII.A.5.ii.5, VII.A.5.ii.6 or VII.A.5.ii.7 of this Agreement, the

Permitting Agency shall consult with the Department before the issuance of a well construction permit. The Department will perform an environmental review that is expected to last, but is not limited to, 14-28 days, after which the Department will notify the permitting agency of the findings,, and what, if any, additional construction standards will be required.

- iii. If after the review of an application, the Permitting Agency determines that the proposed construction of a private water well complies with all applicable laws, rules, and county ordinances, and is pursuant to the authority granted to the County by this Agreement, the Permitting Agency shall issue a private well construction permit in a timely manner to the applicant.
 - iv. If the review by the Permitting Agency or the Department determines that an application should be denied based on circumstances listed in subrule 567 IAC 49.6(6), the Permitting Agency shall provide a written explanation to the applicant stating the reasons for the denial and shall include notice of the right to appeal the denial.
 - v. If the Permitting Agency fails to contact the DNR for a review as described in this section and the application met the criteria described 5.iv, the department may use its concurrent authority to modify, revoke, or suspend the permit, or other actions deemed necessary to comply with 567 IAC 49.6(6).
6. Water Allocation Permits: The County shall notify the applicant that any well using more than 25,000 gallons of water any single day of the year requires a water use permit to be issued by the department before the well can be used. This language shall also be clearly stated in the well construction permit.
7. Well Construction Permit Copies: The County shall provide the applicant a paper or digital copy of the well construction permit available in IWIS, or a county level permit copy that contains the same details as the IWIS permit language.
8. Compliance, Inspections and Monitoring: The County has the primary responsibility for enforcing its laws and regulations relating to the private water well construction permits, well construction, and well abandonment as long as this delegation agreement is in force.
9. Monitoring for Compliance: It is expected that the County and/or Permitting Agency will monitor compliance with issued well construction permits and well abandonments by initiating full or partial on-site inspection and monitoring of permitted wells or for well abandonments performed by the property owner. The Department shall be allowed access to any reports of such or similar inspections or monitoring activities.
10. Enforcement Action by the Permitting Agency: Should the Permitting Agency take enforcement action against permits issued by the Permitting Agency or well abandonments performed by the property owner, for applicable violations of Chapters 567—39 and 567—49 (IAC), as well as County rules, ordinances, and/or regulations, such enforcement action shall be handled in accordance with the noncompliance provisions of the County ordinances and regulations or any other applicable County ordinance, resolution, rules and/or regulations.
11. Intergovernmental Cooperation: The County shall submit such information as the Department may require to show compliance with the private water well construction rules and the adequate implementation of the permitting authority delegated to the County.

12. Reporting: Pursuant to 567 IAC 49.7(2), the Permitting Agency shall enter all new permit, well construction, and well abandonment information on the internet access program called Iowa Well Information System (IWIS) before the well is constructed. The Permitting Agency shall ensure that well construction log information has also been entered in the IWIS within 90 days after well construction.
13. State Permit Fees: Pursuant to subrule 567 IAC 49.5(2)“b”, the County shall submit to the Department a fee of \$25 for each well permit issued. These fees shall be submitted quarterly by the County in a manner provided by the Department. Non-digital fee payments shall include a copy of the Payment Voucher form generated from IWIS.

B. Duties of the Department

1. Administrator: The Department shall be the administrator of this Agreement for purposes of Iowa Code section 28E.6(1) to ensure its terms are properly carried out.
2. Review of County Program: The Department shall periodically review the rules, policies and procedures of the County and/or Permitting Agency to ensure consistency with Chapters 567—39 and 567—49 (IAC). The Department shall advise the County and Permitting Agency of its findings in writing. Such reviews shall not be more frequent than once a year unless the Department provides prior written notice. The Department shall conduct at least one review within the 12 months prior to the expiration date of this agreement.
3. Technical Assistance: The Department shall provide technical assistance and well program information to the County programs.
4. Areas of Contamination: The Department shall make available the technical resources to help the Permitting Agency determine the boundaries of known sources of contamination so that the Permitting Agency can determine if additional Department consultation and authorization is required by the applicant relating to the potential for groundwater contamination.
5. Water Allocation Permits: If the Department finds that a well construction permit has been issued for a well that is proposed to use 25,000 gallons per day or greater, the Department will contact the applicant or property owner to notify them that the water use permit must be obtained prior to using more than 25,000 gallons any single day.
6. Compliance: The Department states its intention to limit its involvement in compliance activities or enforcement actions related to the Permitting Agency or private well construction permits issued by the Permitting Agency to:
 - i. Audits of the County and/or Permitting Agency’s compliance with this Agreement; and
 - ii. Review and comment on any proposed changes in the County and/or Permitting Agency’s rules, ordinances, policies, and/or procedures related to this Agreement; and
 - iii. Compliance activities or enforcement actions against any person where:
 - 1) The County specifically requests the Department’s involvement and the Department agrees to accept responsibility; or
 - 2) The Department determines that the County program’s enforcement response is inappropriate or untimely, after providing notice to the County and Permitting Agency in writing and allowing the County and/or Permitting Authority a reasonable

opportunity to act prior to initiating any Department compliance activities or enforcement actions; or

- 3) The Department is enforcing the provisions of Iowa Code subsections 455B.172(5) and 567 IAC 49.7(3), and 49.7(7).

7. Intergovernmental Cooperation: In addition to the assistance and cooperation noted regarding specific issues above, the Department will keep the County informed of state and federal developments which may affect the private water well construction program in the County.

- VIII. Amendments: This Agreement may be amended at a later date by mutual agreement of the parties in writing. Additionally, this Agreement expressly includes "Attachment A: Memoranda of Understanding," which shall include all memorandums of understanding between the County and the Department that are entered into before or after the signing of this Agreement that provide for specific procedures to be used by those parties in the implementation of this Agreement.
- IX. Period of Agreement: This Agreement is valid for an initial period of up to five years, beginning upon the filing of the executed Agreement with the Secretary of State, and shall end five years after the date of filing. This Agreement may be renewed by amendment for up to an additional five years. Such an amendment may expressly include a duplication of this section of the Agreement to allow for future extensions. This Agreement may remain in effect up to a period of one month after the expiration date through a memorandum of understanding between the County and the Department if renewal negotiations are in progress and additional time is required.
- X. Legal or Administrative Entity Created: No new legal or administrative entity is created by this agreement.
- XI. Manner of Financing: The functions to be performed by the County, under the provisions of this agreement, are to be financed by the County at no obligation to the Department. The County may use permitting fees charged to all eligible applicants pursuant to 567 IAC 49.5(2). However, the County is not necessarily limited to the funding source referenced above.
- XII. Acquiring, Holding, or Disposing of Real Property: The functions of this Agreement do not require the acquisition, holding, or disposal of real property. In the event that an amendment to this Agreement or a memorandum of understanding included in Attachment A requires the acquisition, holding, or disposal of real property, this Agreement shall be amended to detail a manner of acquiring, holding, or disposing of real property.
- XIII. Termination: The Department or the County may terminate this agreement by providing to the other party a written notice of intent to terminate this agreement at least 60 days prior to the

intended date of termination. The notice shall specify the reasons for termination, and shall be delivered by sending the notice to the person listed below via U.S. Certified Mail.

Casey Callanan
Cerro Gordo County Board of Supervisors
220 N Washington Avenue
Mason City, Iowa 50401

Director
Department of Natural Resources
6200 Park Ave, Suite 200Des Moines IA 50321

Upon termination, the County shall provide to the Department digital copies of all private water well construction permit program records in its possession, including file copies of permits, permittee files, unused application forms, all pending applications and pending fees, and all other documents generated as a result of this program no later than 30 days following the stated termination date.

- XIV. Filing and Recording: The Department shall file a copy of this agreement, any amendments, and/or any terminations electronically with the Iowa Secretary of State in accordance with Iowa Code section 28E.8.

ATTACHMENT A: Memoranda of Understanding

None.

IN WITNESS THEREOF, the Department and the County have executed two copies of this agreement that include, each of which shall be considered an original.

IOWA DEPARTMENT OF NATURAL RESOURCES

Iowa Department of Natural Resources

Date: _____

CERRO GORDO COUNTY IOWA

(Signature)

Date: _____

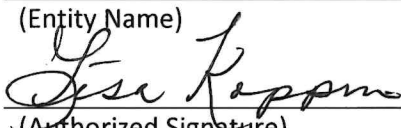
(Type or print name)

Chairperson
County Board of Supervisors

County Authorized Permitting Agency

Cerro Gordo County Board of Health d/b/a Cerro
Gordo County Department of Public Health

(Entity Name)


(Authorized Signature)

Date: 10-8-26

Lisa Koppin
(Type or print name)

Cerro Gordo County Board of Health
(Title)