

Mason City Public Library, 1st Floor, Classroom
Mason City, Iowa

January 21, 2025
6:00 P.M.

AGENDA
SPECIAL MEETING OF THE CITY COUNCIL

ROLL CALL -

ADOPT AGENDA –

CLOSED SESSION - Upon affirmative vote of the City Council, Council may go into closed session pursuant to Chapter 20.17(3), Code of Iowa for negotiating sessions, strategy meetings of public employers or employee organizations, mediation and the deliberative process of arbitrators.

Adjournment

Mason City Room, Mason City Public Library
Mason City, Iowa

January 21, 2025
7:00 P.M.

City Council Meeting Comments: City Council Meeting Comments: To view the Agenda for all meetings, visit www.masoncity.net and click on the Agenda button. The public is invited to provide input on Council items only prior to the meeting *or at the meeting during the public forum.*

Join from PC, Mac, iPad, or Android:

<https://us02web.zoom.us/j/83467247176?pwd=X8YlQ8b7gwBDb7LTwdLIg2CrMePXVz.1>

Passcode:983313; Phone one-tap: +13092053325,,83467247176# US; +13126266799,,83467247176# US (Chicago); Join via audio: +1 309 205 3325 US; +1 312 626 6799 US (Chicago); +1 646 931 3860 US +1 929 205 6099 US (New York); +1 301 715 8592 US (Washington DC); +1 305 224 1968 US; +1 564 217 2000 US; +1 669 444 9171 US; +1 669 900 6833 US (San Jose); +1 689 278 1000 US; +1 719 359 4580 US; +1 253 205 0468 US; +1 253 215 8782 US (Tacoma); +1 346 248 7799 US (Houston); +1 360 209 5623 US; +1 386 347 5053 US; +1 507 473 4847 US; Webinar ID: 834 6724 7176

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AGENDA
REGULAR MEETING OF THE CITY COUNCIL

Our mission is to provide efficient and effective City services and infrastructure with sound fiscal policies that create an enjoyable quality of life in a safe and viable community

ROLL CALL -

ADOPT AGENDA -

NOTICE TO PUBLIC: PUBLIC FORUM: The Mayor and City Council welcome comments from the public only on agenda items during the public forum. You are asked to give your name, address, and the agenda item number or topic you are referring to on the agenda. Please keep your comments concise and limited to five minutes.

1. **CITY ADMINISTRATOR’S MONTHLY REPORT**

CONSENT AGENDA - All items listed under the Consent Agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion.

2. **MINUTES** – Regular Minutes of January 7, 2025
3. **CLAIMS** dated January 9 and 16, 2025
4. **DECEMBER 2024 FINANCIALS**
5. Mayor recommending approval
Reappoint Steven Schurtz to Active Living and Transportation
6. Administrator recommending approval
Appoint/hire Max Heimbuch as Swing Worker at \$29.53 per hour
7. Administrator recommending approval
Reso. establishing a new Fund within the City’s Chart of Accounts
8. Administrator recommending approval
Reso. approving a change order with Henkel Construction Company for construction of the “Mason City Bike Park Building Package 3” (wellhouse exhaust fan)
9. Administrator recommending approval
Reso. approving change orders #008, #009, and #011 with Henkel Construction Company for construction of the “Mason City Bike Park Building Package 3”
10. Administrator recommending approval
Reso. authorizing the Mayor/Mayor Pro Tem to sign a Letter of Support for the Low-Income Housing Tax Credit application by Horizon Development

Group

11. Administrator recommending approval
Reso. certification of population in annexed territory to the Iowa Treasurer of State
12. Administrator recommending approval
Reso. authorizing approval of a forgivable loan to Eric Follmuth/Splash Real Estate, LLC for the rehabilitation of 205 North Federal Avenue in conjunction with the Downtown Revitalization Loan Program
13. Administrator recommending approval
 - a. **Reso.** authorizing lease with A2E3 Properties, LLC for ground located at 14 2nd Street NW
 - b. **Reso.** authorizing purchase of Suzie Q Café Assets from Suzie Qrew LLC
14. Administrator recommending approval
Reso. support for an application for a grant through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Program from the Department of Transportation for improvements to the Highway 122/4th Street SW Corridor

PUBLIC HEARING -

15. Administrator recommending approval
Ord. amending Title 12 of the City Code, it being the Zoning Ordinance of said city, and changing the boundaries of certain districts therein zoned Z6-R Restricted Industry to Z4 Multi-Use District for property generally located at 1300 12th Street NW (1st, 2nd or FINAL)

ACTION ITEMS -

16. Administrator recommending approval
Ord. amending the City Code by repealing Title 1, Chapter 5: Corporate Limits and adopting a new Chapter 5 in lieu thereof (2nd or FINAL)
17. Administrator recommending approval
Ord. granting to SOO Green HVDC Link PROJECTCO, LLC, its successors and assigns, the right and franchise pursuant to Iowa Code Section 364.2(4) to construct, reconstruct, relocate, repair, replace, maintain and operate in the city of Mason City, Cerro Gordo County, Iowa, a

transmission system for the transmission of electric energy and communication facilities and the right to construct, reconstruct, relocate, repair, replace, maintain, operate, the necessary conduits and other appliances or equipment for the transmission of electric current and communication facilities under certain streets, avenues, alleys and public places and in a certain railroad right of way in the city of Mason City, Cerro Gordo County, Iowa within the city as the boundaries are now and may hereafter exist, for the period of twenty-five (25) years ("franchise" or "ordinance") (2nd or FINAL)

Adjournment

Note: City Council members and staff will be available for a period of time after adjournment to visit with citizens, answer questions and address concerns. *In accordance with Title II of the American with Disabilities Act as it pertains to access to Public Meetings, the City Clerk's Office of the City of Mason City, upon 48 hour notice, will make reasonable accommodations for persons with special needs. Please call (641) 424-7102 if you need assistance.* Please note flash photography is not allowed during the meeting.

1

City Administrator's Monthly Activity Report

Aaron Burnett, City Administrator

December 2024

(Issued January 17, 2025)



Monthly report of the City Departments of the City of Mason City

Airport

Reported by David Sims, Airport Manager

Date: December 2024

United Airlines Enplanements/Deplanements	FBO Fuel Flow
From 12/1/2024 – 12/31/2024	
Monthly Enplanements 796 / Deplanements 795 / Total 1,591 Annual Enplanements 6569 / Deplanements 7001 / Total 13570 (+71% December 2023, +17% year 2023) Highest Month since September 2021 / Highest Year since 2021	Monthly 25,278 Gallons Sold Annual 295,374 Gallons Sold (+66% December 2023 +24% year 2023)

Routine Activities for the month – Administration and Operations:

- Received bids for Terminal Demolition Project and awarded contract to McDowell and Sons, Inc.
- Coordinated installation of new Transportation Security Administration equipment and processes.
- Prepared Fiscal Year 2026 Capital Improvement Budgets.
- Repairs to Airport Snow Removal Equipment and Fire Station Generator.

Activities planned for next month and other comments:

- Begin Terminal Demolition Project
- Prepare Fiscal Year 2026 Operating Budgets

Development Services Department

Reported by Steven Van Steenhuyse, AICP, Development Services Director

As Council is aware, the City has been purchasing homes in the 500 block of 4th Street NE, due to the cost of repairing the deteriorating retaining wall along the sidewalk on the south side of the street. This area consists of nine lots, one of which is already City owned. As of December 31, all but one of the properties have been purchased. Closing on the final property will occur in January. Staff has been working with the North Iowa Corridor Housing Development Corporation on developing this property. The house at 537 4th Street NE will be kept in its current location; only the front yard will need to be regraded so that the wall can be removed. The house at 549 4th Street NE will be moved to the vacant lot just west of the 537 house. Staff is working on acquiring an abandoned house on North Carolina Avenue, which could be moved to the westernmost vacant lot on 4th Street NE. These three lots are planned to be deeded to the Housing Development Corporation, who will renovate the houses and sell them as workforce housing. This will leave the majority of the property (after the wall is removed and the property is re-graded) for new development. We intend to work with the Housing Development Corporation to market this property for a quality townhome project.

A new Electrical Inspector was hired in December. Nick Wright will be joining our staff at the beginning of January.

The City was notified in late November that the annexation of 40 acres (including adjacent rights-of-way) at IA 122 and Lark Avenue was acknowledged by the Secretary of State. This finalizes the annexation. The new Tractor Supply store at the corner is under construction.

Planning and Zoning Division: The Planning and Zoning Commission did not meet in December. The Commission held five meetings in 2024.

The Zoning Board of Adjustment met to consider a variance for River City Moto, at 406 South Federal Avenue. Back in 2019, the ZBA approved a variance to allow River City Moto to operate a used car lot on a property that has an area of less than 30,000 square feet. A condition of that variance was that only two passenger vehicles (along with any number of motorcycles) could be displayed in front of the store where it faces southbound US 65. Over the years, the owner has started displaying more than two cars. He requested a variance to increase the allowed amount of displayed cars to ten. The ZBA denied the variance because it did not establish a unique hardship as required by law, and because the Iowa DOT objected due to diminished sight lines and proximity of the cars to the traffic lanes. The ZBA held 10 meetings in 2024.

There were no action items on the Historic Preservation Commission's December 5 meeting. The Commission discussed several projects at that meeting, including ongoing efforts to preserve the

historic St. John's Church. The HPC met 16 times in 2024; ten regular meetings and six special meetings to consider demolition of buildings more than 50 years old.

The Planning and Zoning Division completed 33 zoning reviews, 22 floodplain reviews, and five historic reviews in December. For the year, the Division completed 422 zoning reviews (426 in 2023), 683 floodplain reviews (622 in '23) and 56 historic reviews (34 in '23).

Code Enforcement Division: The Code Enforcement Division is ready for snow season, when some property owners fail to remove snow and ice within 48 hours of the snowfall as required by City Code. The one (relatively) minor snowfall in December resulted in a lower-than-average number of snow complaints.

There were 87 code enforcement case requests opened in December, of which 34 were initiated by staff and 53 initiated via complaint. Of these, 25 cases were requests for code enforcement information, 17 were junk, rubbish and refuse complaints, and 32 were for uncollected garbage.

In total, the Code Enforcement Division worked on 1,361 cases, not including snow and weed complaints (which are handled by a contractor). This exceeds the 1,042 cases reviewed in 2023. In 2024, 633 cases were staff-initiated and 728 were initiated by complaints. In addition, the City received 1,290 snow and week complaints for the year, compared to 1,074 last year.

There are several Iowa Code 657A.10 cases in process. One will go to court in early January. One of the houses on the list was an abandoned house at 539 4th Street NE. This house was in the group of 4th Street houses mentioned above.

Building Inspections Division: Nine major building permits and eight minor building permits were issued in December. Total construction valuation of all permits was \$345,980, leading to \$4,972 in permit fees. For all of 2024, the Building Inspections Division issued 275 major building permits and 268 minor permits. The total valuation of building projects was \$71,008,582, up from \$66,694,507 in 2023. The division collected \$331,303 in permit fees (up from \$273,551 in 2023).

Rental Inspections Program: The Housing Inspector inspected 53 units. A total of 41 Rental Dwelling Certificates were issued. The program collected \$3,880 in Rental Dwelling Certificate fees and fines. For the year, 1,218 inspections were conducted (972 in 2023) and 701 rental dwelling certificates were issued (432 in 2023). The program collected \$50,935 in fees (\$34,925 in 2023).

Transit & Safety Division: There were 11,695 rides on the fixed route system, up slightly from 10,845 in December 2023. Total ridership for 2024 was 144,931, compared to 131,033 in 2023. Training was provided in December for two new employees, and 101 training sessions were conducted. In total, the Safety Division on-boarded 80 new employees and conducted 2,411 training sessions.

Corridor Revitalization Loan (CoRL), Downtown Revitalization Loan (DoRL), and Building Renovation/Life Safety (BuRLS) Programs: The Grant and Forgivable Loan Review Committee did not meet in December. The City Council approved a BURLS grant application from Brick and Tile, LLC for \$100,000 to replace the aging fire escapes on the east side of the 8-story building.

Three DoRL, one CoRL and three BuRLS grants were approved by the City Council in 2024.

Developments: The Development Review Committee met three times in December. The DRC reviewed 67 development plans in 2024 (down from 85 in 2023).

Residential, commercial, and industrial projects that are recently begun or are underway include:

- The Amazon Fulfillment Center, a 50,000 sq. ft. distribution warehouse at the SW corner of 43rd Street SW and South Washington Avenue is complete and has begun operations.
- 43 North Iowa is remodeling the old Globe Gazette Building at 300 North Washington Avenue into a residential center and program headquarters.
- City projects: Mason City Police Station Renovations and the Mason City Fire Station Addition; Prairie Rock Trail Bike Park, including the shelter building.
- Good Shepherd, Inc, renovation of the former nursing home at 222 South Pierce Avenue to an assisted living facility.
- Habitat for Humanity has started building six new homes on 26th Street SW, on the old Madison School site. They intend to construct 13 homes in this area over the next few years.
- Two permits were issued for rooftop solar arrays (one residential, one commercial).
- A groundbreaking for the Evans Preserve Trail was held in October.
- Construction of the Willow Creek Riverwalk is expected to be completed in the spring.
- The foundation has been poured for the Delaware Apartments at the NW corner of 1st Street NW and North Delaware Avenue. This project includes covered parking under the building, as well as parking spaces outside the building. The parking will be leased to the City, who will then provide parking spaces to the public.
- The long-vacant storefront at 1625 North Federal Avenue, which last contained Maria's Kitchen restaurant, has received a permit to convert it into a dwelling unit.
- Briarstone West Offices has begun construction of a 3-unit office/commercial building at 2615 Skyview Lane. A total of four office/commercial buildings are anticipated at this site.
- Tractor Supply, 4985 4th Street SW, is now in the City and is nearing completion. The owners are working for opening in early March.

Elmwood-St. Joseph Cemetery

Reported by Tyler Anderson, Cemetery Manager

December 2024 Staff Update – Elmwood – St. Joseph Cemetery

Tyler

- Extremely busy with assisting families with burials, plot situations
- New columbarium project complete, with new concrete pad
- Winter Flower and Wreath Program – 140 orders
- Storm Sewer Project – 100% complete
- Wreaths Across America – incredible turnout (over 150 volunteers in freezing rain), and incredible support (over 1,300 wreaths donated)

Paula

- Continuing to add information to CIMS, including older obituaries and new additions to the grounds
- Answering several questions about plots, upcoming inurnment burials, and decoration guidelines

Grounds:

- Excited to share we have replaced all of the cemetery section signage in the cemetery, under budget, almost two years ahead of schedule
- Great work helping with various citizen requests
- New columbarium – concrete pad complete, working on placing sculpture
- Beginning to transition equipment from Summer to Winter use
- Spraying grounds with chemical and fertilizer to minimize weeds

Engineering Department

Reported by Mark A. Rahm, P.E., City Engineer

The following is an update on some of the most notable Mason City projects at this given time. They include the IA 122 Mercy Corridor, Prairie Land Trail Connector, Taft Avenue Water Main Loop, Home Grant Downtown West Revitalization Program, Mason City Water Works Plant Upgrades and the 43rd Street Lift Station and Force Main Project.

IA 122 Mercy Corridor – Consultant: WHKS

The Iowa DOT (DOT) will advertise the project and manage the period of public bidding. Due to an influx of projects, the DOT has delayed the project letting date. The project is currently rescheduled for an Iowa DOT February 2025 letting. The project construction plan will span two construction seasons, 2025-26.

The Mason City Engineering Department worked with District 2 Engineering staff to draft a final version of the Preconstruction Agreement. The agreement was approved by the City Council during their meeting on December 17th.

Prairie Land Trail Connector – Consultant: WHKS

The Prairie Land Trail Connector project received one bid for the letting on December 10th. A public hearing on the plans and specifications was held during the December 17th meeting of the City Council. The City Council also approved the award and form of contract and bonds with Heartland Asphalt following the public hearing during the same meeting.

The Project includes all labor, materials, and equipment necessary for clearing and grubbing, excavating or embankment to proper grade, compaction of subbase, and paving the new trail and miscellaneous work such as pavement markings, signage, removals, traffic control, and other incidental items to complete the work as shown in the plans.

Taft Avenue Water Main Loop – Consultant: SEH

With an anticipated start date of April 2025, the City and SEH developed an Agreement for Professional Service that addresses project observation and administration services during the construction phase of the project. The agreement was approved by the City Council during their meeting on December 17th.

Home Grant Downtown West Revitalization Program – City Engineering

The contract and bonds for the Home Grant Downtown West Revitalization Program were approved by the City Council during their meeting on December 3rd. The contract is with Heartland Asphalt, Inc., of Mason City. The work is expected to begin in the spring of 2025 and the project completion date is August 15, 2025.

The scope of work includes new construction of, or the replacement of pedestrian ramps meeting ADA compliance, the removal and reconstruction of alley approaches, removal and reconstruction of curb and gutter, full depth pavement patching, pavement scarification and Hot Mix Asphalt resurfacing, adjustment of manhole castings, adjustment of water valves road boxes and all other incidentals to complete the work as shown in the plans.

Mason City Water Works Plant Upgrades – Consultant: SEH

SEH and city staff continued working with Veolia, the supplier of the major EDR components of the water treatment up-grade equipment. Veolia submitted their updated proposal on December 16th based on the most recent scope of work. The proposal has been reviewed and the costs incorporated into the project estimate. An engineer's opinion of cost was completed and is under review as project plan development continues.

43rd Street Lift Station and Force Main – Consultant: SEH

SEH submitted draft plans for city review as they continued working on the final details of the mechanical and electrical components of the project. The city will begin working on property acquisition for the lift station structure and equipment.

Other Notable Items by the City Engineer during the Month of December Include:

Prepared and submitted a Department Strategic Plan.

Prepared and submitted the CIP Budget for FY 2026-2030.

Attended the service awards luncheon sponsored by the city and presented several service awards of recognition to several employees within the Engineering Department and Water Supply Division.

Assisted in the preparation of a work plan for the EPA, for the Taft Avenue Water Main Loop project.

Prepared several drafts of a franchise agreement, working with the city's attorney and an attorney with the SOO Energy HVDC Link Project Co, LLC. A Public Hearing date was set by the City Council for the final draft of the agreement during their meeting on December 17, 2024.

Continued working with the Developer, Engineer and Contractor with the LG Properties project. Utility installation is being delayed by IDNR plan review and issuance of permits.

Met with WHKS regarding the configuration and access options for the proposed Legacy Apartments development.

Participated in a lunch webinar sponsored by the Iowa Concrete Paving Association regarding concrete paving for Local Agencies.

Finance Department

Reported by Brent Hinson, Finance Director

Utility Billing

- Working toward accepting credit cards in person at the Utility Counter in the coming months; waiting for new equipment
- Mailed 9,733 utility bills and 370 disconnection notices, completed 394 utility service orders

Finance

- Attended 3 Development Review Committee meetings.
- Committee work and coordination on 500-600 Block 4th NE redevelopment.
- Attended meeting with and prepared information for consultant on automated collection process for Sanitation.
- Bidding of CD Investments- 2 CDs were bid and awarded, both to First Citizens: 1) \$5M for 91 days at 4.60%; and 2) \$2M for 182 days at 4.55%.
- Worked with Abdo to submit FY24 audit. Audit was submitted on time and with no auditor comments.
- Worked with insurance agent on 2025 renewal for general insurance. We were up this year less than the previous couple of years.
- Coordination with Southbridge Mall operations
- Printed 1065 payroll checks/stubs, 500 payable checks
- Reconcile credit card bank deposits for Aquatic Center, Golf Course, Campground, Arena, Police Department, Cemetery, & Inspections
- Scanned 1142 invoices for payment processing
- Wrap up of the annual ACRF audit
- HOME rehab Block Grant work-final contracts
- Brownfields meetings
- EPA Watermain Loop Grant work
- Equitable Sharing Trainings
- Monthly Reports: Byrne Justice Assistance Grant (JAG); Brownfields

GIS

- Create new green areas map for metal detecting permits.
- Change backup tapes daily and monitor elevators while IT coordinator is out of office.
- Add bike & trail signs to Traffic Sign Editor.

IT

- Download and program council meeting to government channel.
- Have Central Lock look at security system.
- Get quote for new GIS server.

Fire Department

Reported by Erik Bullinger, Fire Chief

EMS OPERATIONS

Received new equipment that now provides high-definition video laryngoscopy, including auto-recording.

FIRE OPERATIONS

New recruit firefighter entrance exams conducted. Civil Service list of qualified candidates created.

HAZMAT

Performed annual Level A hazmat suit testing.

TRAINING

Firefighting

Hands-on trench rescue training provided by Professional Rescue Innovations

Two vehicles donated for airbag, strut and extrication training

Live burn trailer in Rockwell, 8 MCFD staff attended

New recruit academy training completed

EMS

Completed AHA renewals for providers and instructors

COMMUNITY INVOLVEMENT

Two new MCPD officers' orientation for fire department operations

Two MCFD staff read books during "Home For The Holidays Event"

MCFD participated in NIACC Discover Day presenting to approximately 800 8th grade students

RENOVATIONS UPDATE:

Men's restroom finished

Women's locker room now under demolition

MEP near completion in most of the building

Drywall installed in office areas

OTHER

Challenge coin presentation to 4 MCFD staff from Iowa Donor Network

COMMITTEES

Truck Committee meeting - members continued the process of building new truck specifications.

Human Resources Department

Reported by Perry Buffington, Human Resources Director

Department	Full-time	Part-time	Grand Total
Airport	5	2	7
Cemetery	3	1	4
City Administration	3	1	4
Development Services	10	19	29
Engineering	17		17
Finance	10		10
Fire	46	1	47
Human Resources	3		3
Library	14	3	17
Mall	1	7	8
Museum	6	1	7
Operations & Maint	66		66
Police	46		46
Recreation	7		7
Youth Task Force	2		2
Grand Total	239	35	274

Plus 122 Seasonal employees

Staffing

Currently we have 9 recruitments underway, with a total of 20 vacancies that were in various stages of the recruitment process. Hired 3 seasonal employees during December. We experienced 1 full-time resignation during the month. We have 1 more retirement occurring in January.

Hiring Activity:	- Police Officer-10 openings (Police): Continuing recruitment, 1 hired subject to council approval in January. Next testing date is scheduled for 1/18/25.
	- Heavy Equip Operator Water Reclamation - 1 opening (O&M): Recruitment beginning in January.
	- Swing Worker - 1 openings (O&M): Posted internally in late December.
	- Firefighter/Paramedic - 2 opening (Fire): Created a new civil service hiring list, interviews scheduled for January.
	- Accounting & Reporting Analyst - 1 opening (Finance): Created an internal civil service hiring list, conducted interview, and made offer to internal candidate subject to Council approval in January.

- Programming Assoc part-time - 1 opening (Museum): Job reopened, will begin a new recruitment in late January.
- Electrical Inspector - 1 opening (Dev Services): Candidate was approved and will start work on 1/2/25.
- Admin Asst-Housing/Safety - 1 opening (Dev Services): Internal recruitment underway.
- Transit Driver - 2 driver opening (Dev Services): Continuing recruitment.

Labor Relations/Legal

No significant labor issues to report. Next contract negotiations will begin with the Teamsters in January.

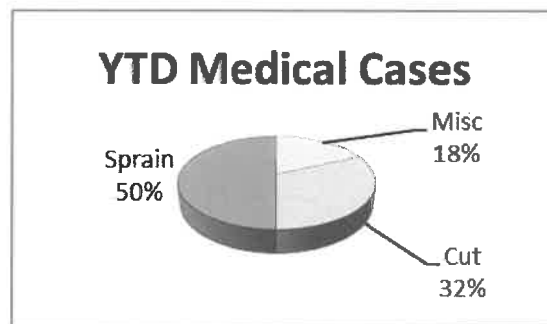
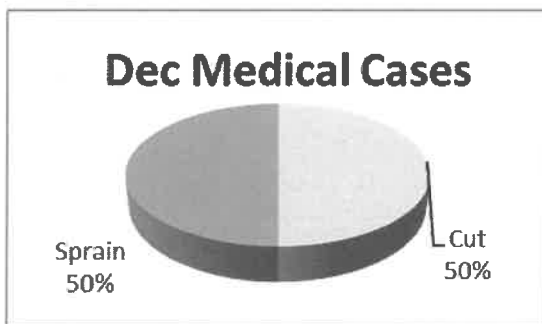
Major Projects

- Going forward a large focus of our department will be on staffing, with Police Officer recruitments at the top. To improve overall efficiency and enhance future police recruitments we are implementing a plan to install a additional recruitment software module and utilize a different marketing firm. Work is underway to implement both in February.

- We are mid-stage on the implementation process of a new HR software in conjunction with changes to the timekeeping system. In January the HR/Records Specialist will begin taking a lead role in the implementation of the City Hall electronic data records transition project as part of normal duties. Continued preparations for upcoming Teamster labor negotiations continue.

SAFETY STATISTICS

The City has experienced 22 injuries requiring medical attention in 2024 compared to 25 injuries during the same period the prior year. Our workers compensation experience rating continues to show strong improvement over the past several years.



MacNider Art Museum

Reported by Edie Blanchard, Museum Director

- The Museum held its annual Holiday Open House which drew a huge crowd the Museum. There were many weather related cancelations that day but the Museum pressed on and had solid attendance of 319, partially due to families who were unable to go out of town.
- The Mayor read T was the Night Before Christmas at Holiday Open House. In addition, the Clarinet Society played, children visited with Santa, and many families did activities related to the holidays.
- The Museum had a great turn out at MacNider: Off the Clock. This event is always a great event with music by jazz pianist Sam Crosser who plays many great Christmas Carols for the public to sing.
- The newly hired Programing Associate resigned due to personal reasons. The Museum will use contract employees, other staff, and volunteers to fill in for classes until the Museum restarts its search in the spring.
- The Museum held several adult and youth classes.
- The Museum hosted rentals and used the Salsbury room for a variety of events.
- Very little weather related up-keep was necessary with most temperatures warmer than normal.
- Museum performed outreach at several locations it partners with: IOOF Care Center, Manly Care Center, Good Sheppard Care Center, and Salvation Army Adult Daycare.
- The Spring Schedule was printed into a flyer and was distributed in the city water bill.
- .Classes were Santa's helpers and winter break fun day.
- Outreach and tours were: Lifelong Learning, Church Retreat Rental, Relators rental, Bridal Shower,.
- Total Museum attendance was 1124

Operations & Maintenance/Parks Department

Reported by Jim Collins, Public Works Director

Utility Division:

5 main breaks
Salt and sand with Street
Turned 70 plus valves
Hauled rock
Sump Pump Reroute project

Water Reclamation Division:

- Took care of all general plant operations
- Tracy Young transferred to the Street Department
- Sold old 15th Street generator
- Removed #4 pump in pump station #1 for repair
- All plant employees attended Employee recognition luncheon
- Repaired large check valve in P.S. #1
- Investigated sump issue at old YWCA and found an alternative to the problem
- Did start-up on new generator for 15th Street Lift station
- A lot of vacation was taken by employees due to the holiday and end of the year

Sanitation Division:

The Sanitation Department had a pretty good 2024, garbage recycling and yard waste weights were all close to last year. We will do the Christmas tree pickup on January 8, 2025. For next year's tree collection, we may do garbage first then trees during the regular collection day. I will discuss this with Jim and my crew to see if we can make it work out.

Trash talk!!!

Plastic waste. There could be 150 million tons of plastic waste in the world's oceans, which is the same weight as 25 million elephants. Now that is a lot of junk in the trunk.

Street & Parks Division:

Ash tree removal
Ice and snow control
Hung holiday lights

Police Department

Reported by Jeff Brinkley, Police Chief

Highlights

- Patrol
 - Mental health can be a challenge for some during the holiday season. Officers responded to a suicidal male with a firearm on Christmas Eve and were able to intervene in time and get him to MercyOne. They also covered a firearms suicide on the east side of Mason City that occurred on December 21.
 - Officers used thermal imagers mounted on patrol cars to locate a suspect in a harassment case on December 10.
 - On December 18, a patrol officer stopped a vehicle for a traffic violation. Afterward, he backtracked to the location where he first saw the vehicle and discovered an attempted burglary. The suspects have also been active in our region in other burglary cases.
- Criminal Investigations
 - Notable case work for December included filing charges for 1st degree harassment, a no-contact order violation for an ongoing stalking issue, two counts of 3rd degree sex abuse, and a death investigation.
 - MCPD's long-term evidence room contents have been moved to their new location as part of our remodeling project. We've been able to update most items with new barcoding from our RMS that will make tracking and audits easier and more efficient.
- Support Services
 - MCPD issued 2,135 parking tickets in 2024, without ever implementing Alternate Side Parking. In 2024, the courthouse collected \$11,820 in overdue parking tickets
 - We took 622 cats and dogs to the Stray Animal Shelter in 2024. This is up 9% over numbers from 2023.

Public Library

Reported by Mary Markwalter, Library Director

December was a busy month at the library with book clubs for all ages, movie nights, craft events, cookbook book club and live music during Christmas week. It was fun!

Recreation Department/Highland Park Golf Course/Mason City Arena

Reported by Brian Pauly, Recreation Superintendent

One of the biggest issues throughout Iowa and especially in North Central Iowa is childcare space. Mason City Recreation Before and After School Care has continued to grow this year and we closed out this year with the highest numbers pre and post COVID. We are up 28% since last year, up 53% since 2021 and even up 13% since 2019. I have stated this before in previous reports, but it is worth stating again. I have been told by several parents that our Before and After School Program is affordable and flexibility is crucial to our families.

The Recreation Department finished up our late fall programming – Youth Volleyball, Youth Dodgeball, Adult Volleyball, and Adult Pickleball.

One of our longest-term volunteers, Tracy Wynn, was recognized as the Shining Star Volunteer Award at the City Volunteer Luncheon in December. Ms. Wynn has volunteered for 9 years coaching 25 youth teams and 256 youth in our community. She has been an integral part of our community, investing countless hours inspiring, teaching, and guiding our young athletes both on and off the field. Their commitment goes beyond wins and losses; it's about instilling values, building character, and fostering a love for the game of soccer and softball.

We held one of the staff's favorite events, Lunch with Santa in December. Nick and staff decorated the clubhouse and served food for the kids of our community while Santa went around and had one on one conversations with the kids and took pictures with the families!

I met with Christian Hermanson, the newly elected Iowa State Representative, about the importance of Parks and Recreation in our community while giving him a breakdown of funding source for both departments. Also, I informed him of the great opportunities the City of Mason City was awarded with multiple state grant funded projects such as Mason City Arena, Principal Pavilion, Willow Creek Walk Park, the numerous bike trail additions on the Prairie Rock plan, and the Prairie Rock Bike Park. It was great to have one on one time with Representative Hermanson before he started in Des Moines.

The Mason City Arena has been very busy over the past month with hockey. The arena hosted 5 North Iowa Bulls games, 1 Mason City Toros game, 6 Mason City High School Hockey Club games, and 9 other different level hockey games. Mason City Youth Hockey also hosted a 16-team tournament with 4 states represented. In addition, the arena hosted Skate with Santa. Ethan McHenry continued the in-house improvement plan to fix minor concerns throughout the arena.

Volunteer Program

Reported by Mary Litterer, Volunteer Program Coordinator

Activities for the Month of December 2024:

The Mason City Volunteer Program is involved in numerous projects, Earth Day can continue by adopting an area to pick up over the winter, when out for a walk or walking your dog take bag along and pick up trash. 457 Cannonball was decorated for Christmas. The Volunteer Program has had two new volunteers join again this month bringing the new volunteers to 30 in the last 8 months, thank you for joining in our different City projects. There were a total of 422.0 hours the month of December.

- Worked again this month with vendors for Beautification program, communicated payment and garden information. Bills are still being submitted to be paid to vendors.
- Continued to supply Earth Day Groups with bags, and gloves for cleanup areas on going.
- Worked with several new volunteers on project currently active and upcoming projects.
- Volunteer Appreciation was held on December 5th was well attended.
- Finished progression pictures of flower gardens for reports, totaled hours and volunteers that participated in the Beautification project.
- Continue to work on end of year reports for Beautification and other grants.
- There were numerous activities that volunteers helped with for the Holiday Season.
- Cemetery placed wreaths of graves of Veterans with the help of approximately 150 volunteers.
- Museum had Holiday activities throughout the month.

Youth Task Force

Reported by Youth Task Force Director

Grant/Budget Updates:

- All reports and claims for November were submitted.
- Grant tracking/expense reporting
- 12/3-Sent letter for Cerro Gordo County funding

One on One Mentoring

- Monthly check in with community based mentors.
 - 12/5-Parent and agency mentoring information to Turning Leaf Counseling
 - 12/6-Dropped off Newman holiday activities
 - 12/9-Check in with new mentoring placements
 - 12/19-Check in with 2 new mentors waiting for matches
 - 12/20-Set up meeting about collaborating with the Girl Scouts
 - 12/29-Sent out Winter Mentor Memo

Peer Mentoring:

- Weekly meetings and check-ins, blankets donated to House of Hope/Northern Lights and CIS
- Mentor Recruitment/Mentee application

Child Care Works

- Weekly meeting with the Chamber
- Provided ongoing support for the Child Care Works impact group and wage supplement program.
 - On going wage supplement program administration and weekly check-ins
 - State funding projections

Executive Board Meeting- Meeting took place on 12/19. Kevin Pals retired on 12/31/24 as the YTF Chair. Janna Wutke is the new YTF Chair, with Shauna Krush becoming Vice Chair.

Other:

12/4 CMWS Part 1: Cultivating Wellness and Resilience: The Power of Hope

12/5-P4C meeting

12/11 CMWS Part 2: Mentoring LGBTQ+ Youth: Personal Actions

12/18 CMWS Part 3: Inclusive and Affirming Programming for LGBTQ+ Youth: Policies and Practices that Make a Difference

12/19-Collaborative Webinar Series- Conversations with youth

Weekly check-ins for CCW and ongoing wage supplement program support

Weekly peer mentoring sessions and activity planning

Facebook posts

Ongoing: POs, grant reporting, time tracking

Mason City Room, Mason City Public Library
Mason City, Iowa

January 7, 2025
7:00 P.M.

MINUTES
REGULAR MEETING OF THE CITY COUNCIL

The City Council of the City of Mason City, Iowa, met in regular session pursuant to law and rules of said Council, in the Mason City Room of the Mason City Public Library, at 7:00 P.M., on January 7, 2025. The meeting was called to order by the Mayor and on roll being called there were present, Bill Schickel, Mayor in the Chair, and the following Council Members: Jaszewski, Masson, Latham, Lee, Symonds, Adams. Absent: None.

MAYOR’S STATE OF THE CITY

- 1. Mayor Schickel provided his State of the City Report.

The Council recessed at 7:20 p.m.

The Council reconvened at 7:35 p.m.

ADOPT AGENDA

It was moved by Masson and seconded by Jaszewski that the agenda be adopted.

On roll call, the vote was as follows:

Yea: Masson, Jaszewski, Symonds, Lee, Adams, Latham
(Motion was declared carried.)

PUBLIC FORUM

The Mayor asked if there were any comments.

There being no comments the Public Forum was declared closed.

CONSENT ITEMS

Prior to adopting the Consent Agenda, Item #8 was removed to be acted upon separately.

The following Consent Agenda Items were Approved/Adopted:

- 2. **Minutes:** Regular Minutes of December 17, 2024, were presented.
- 3. **Claims:** Dated December 18, 26, and 27, 2024 and January 2, 2025 in the amount of \$1,155,101.24
- 4. **Permits:**

City Administrator:

The Police Department and Fire Department have reviewed the applications listed below. The following permits/renewals are submitted for approval.

The Quarry
10 South Federal Avenue

Class C Liquor, Outdoor Service

5. November 2024 Financials:

Finance Director:

Attached are reports for the City's financial condition and budgetary performance, updated through November 30, 2024. As of the end of November, we are at 49.50% of general revenues and 42.13% of general expenditures with 41.67% of the year completed. In FY24 at this point, we were at 53.38% of general revenues and 38.88% of general expenditures. We will continue to monitor general revenues and will hopefully catch up with last year's pace with some large bank interest payments coming in the next few months. In the General Fund, we are \$1,207,699 above in revenue pace, which will slightly decline over the next few months until the large 2nd half property tax payments, but is a good pace given this time of year. Our November payment of Local Option Sales and Service Tax (LOSST) was \$491,082.84 (we need an average of \$550,000 per month to keep to our budgeted pace), but we are still above pace for the year, with \$2,846,568.32 received versus a budget requirement of \$2,750,000 at this point. In other funds, highlights include us being strong on water and sewer revenues. We are slightly behind in storm sewer revenues, primarily because we delayed the start of the new rate structure for commercial and industrial. Those changes have been put in place for all billings after January 1 and we forecast to be slightly better in overall revenues than what was forecast when the rate ordinance was adopted. On the general expenditure side, we are above budget by \$70,864, with timing issues making up the majority of the issues. We are a bit higher than budget pace on salaries in many departments due to the payroll calendar- we had 3 pay periods in November. We will also have a positive impact from Budget Amendment #1, approved by the Council in December, that will show up in next month's financials. With that said, we are tighter on budget than last year and will continue to monitor and recommend adjustments as needed. Fund 070 Cemetery is ahead of budget on the expenditure side, but well ahead on the revenue side. This is the effect of headstone purchases and sales, which were not included in the original budget. Fund 020 Recreation and Fund 650 Golf are above budget due to seasonality. We are ahead of budget in 670 Arena solely due to contractual agreement/event payments. We ended the month close to level versus the prior month. In an overall sense, we have \$56,120,386.96 in the City treasury at November 30, as compared to \$69,133,816.66 one year ago at this time. This spenddown of funds is proceeding as planned and relates to items such as the Destination Iowa projects, Fire Station, and ARPA projects. We are still awaiting our first reimbursements from the State of Iowa for Destination Iowa and the HOME grant program. We have put in very significant staff efforts, but the State's contracted firm has been very difficult to work with on those reimbursement requests. Most but not all of the City's required expenditures have been made. The State's expected reimbursement totals \$5.5M for those two initiatives.

6. Temporary Closing Public Ways - 2025:

City Administrator:

I respectfully request City Council appoint the City Administrator as the Council's designee in authorizing the conforming uses of public right-of-way. The City Administrator may permit the use of public right-of-way for the installation, repair and maintenance of public utilities and streets. This authority is normally granted by the City Council annually as specified in the State Code. Further, the Council has authorized the temporary closings of public right-of-way for other uses than for construction purposes. Those uses include block parties, church services, or other public service activities. As a routine matter the Council has delegated the City Administrator as designee in approving the closure and use of public right-of-way. I respectfully request City Council appoint the City Administrator as the Council's designee in authorizing the conforming uses of public right-of-way.

Reso. 25-1:

Resolution No. 25-1, permit the temporary closure of public ways for block parties and other temporary events in 2025, was presented.

7. Policy Agenda Work Plan:

Finance Director:

From time to time, we need to clear the books of outstanding service charges and certify the same to the County Treasurer in order to collect the unpaid charges. These charges go against the property and are collected with ordinary property taxes. I recommend adoption of the attached resolution and respectfully request City Council approval.

Reso. 25-2:

Resolution No. 25-2, adopting the City Council final Policy Agenda Work Plan for calendar years 2025 and 2026, was presented.

9. Final Pay – 12th Street NE Bridge Over Ideal Creek:

City Engineer:

The recommendation is: that the City Council accepts the project and approves the final payment to Boulder Contracting, LLC of Grundy Center, Iowa for the 12th Street NE Bridge Over Ideal Creek Replacement Project. The work on the 12th Street NE Bridge Over Ideal Creek Replacement Project was completed in November of 2023 and the project close-out process with the Iowa DOT (IDOT) began the following June after an acceptable level of vegetative growth was established. The IDOT has now completed their audit of the project, and the City Council's acceptance of the project and approval of final payment is now recommended to complete the close out process. The contractor was compensated in January of 2024 as a semi-final payment for all costs associated with the project, with the exception of the allowable retained amount of \$30,000.00. Through the audit process and project quantity adjustments, the retained amount due to the contractor was reduced to \$13,904.50, which is the amount of the project final payment. The general extent of the work involved the demolition and removal of the existing bridge, the construction of a 90'-0" X 30'-0" Continuous Concrete Slab Bridge and construction of bridge approach sections and street paving. The repairs component of the complete project involved maintenance and repairs on the 12th Street NW and 19th Street SW overpass bridges within the City of Mason City. The project in total is budgeted in the amount of \$1,460,000. The funding sources are Road Use Tax (RUT) and a Surface Transportation

Block Grant in the amount of \$880,000. The original contract amount was \$1,436,401.60. The project, as completed is \$1,514,263.73 which is 5.4% over the contract and 3.7% over the project budget. The amount over the budget was rectified through an approved budget amendment. I respectfully request that City Council accept the project and approve the final payment for Boulder Contracting, LLC of Grundy Center, Iowa in the amount of \$13,904.50.

Reso. 25-4:

Resolution No. 24-4, accepting work and ordering payment for construction of the 12th Street NE Bridge Replacement and 12th Street NW and 19th Street SW Bridge Rehabilitation Projects, was presented.

9a. Appoint/Hire Police Officer:

Police Chief:

Approve Ethan Blanchard for hire as Police Officer at starting wage of \$32.07/hour. The Mason City Police Department currently has Police Officer vacancies. Ethan Blanchard has completed all testing and has accepted a conditional offer of employment. Blanchard will start employment with the Mason City Police Department on or about January 8, 2025. Salary and benefits for this position is provided for in the Teamsters Collective Bargaining Agreement and is included in the annual operations budget. Approve Ethan Blanchard for hire as Police Officer at starting wage of \$32.07/hour.

9b. Appoint/Hire Accounting & Reporting Analyst:

Finance Director:

Approve the hire of Kiera Quinn Jordan to the position of Accounting & Reporting Analyst in the Finance Department at the January 7, 2025 City Council meeting. The Finance Department recently had its Accounting & Reporting Analyst leave City employment. This is a critical position with primary responsibility for management of the annual audit and the biweekly payroll process, among other important duties. An internal posting was made, and we had one candidate apply and pass the Civil Service examination, Kiera Quinn Jordan. A panel including HR Analyst Tiffany Hammond, Deputy Clerk Diana Black, and Assistant Finance Director Krystal Garl interviewed Kiera. She is currently the Intermediate Accounting Clerk in the department, and previously worked as a Cashier. She meets all the necessary qualifications for the position and we feel she will be an excellent fit. The position is currently budgeted. It is recommended that the selected candidate be hired at Pay Grade I, Step 1 (\$27.17/hr). Approve hire of Kiera Quinn Jordan for the position of Accounting & Reporting Analyst at Pay Grade I, Step 1 at \$27.17/hour.

It was moved by Jaszewski and seconded by Latham that all items in the Consent Agenda be approved and Resolutions adopted.

Yea: Jaszewski, Latham, Symonds, Masson, Adams, Lee
(Motion was declared carried.)

8. Fire Department Remodel Change Orders:

Fire Chief:

The recommendation is: that the City Council approve a Preconstruction Agreement with the Iowa Department of Transportation for joint participation in the Iowa 122 Reconstruction Project. The City of Mason City along with our consultant WHKS, have prepared plans for major improvements to a segment of Iowa 122 within the “Mercy Corridor”. The project involves reconstruction, grading and Portland Cement Concrete (PCC) paving from just west of Pierce Avenue to Monroe Avenue. The project also includes minor improvements to side road intersections and accesses, updates to sidewalks and pedestrian curb ramps to comply with the Americans with Disabilities Act (ADA), and updates to and traffic signals. The project will also include storm sewer reconstruction, watermain replacement, sanitary sewer replacement, street lighting, and signs. The DOT will administer all payments to the contractor through-out the project period. The city will in return, reimburse the DOT for its share of the project costs which are estimated at \$5,203,890.21, as shown in Exhibit B. The DOT will bill the city upon completion of the constructed project as determined by the DOT based on the actual quantities in place and the accepted bid at the contract letting. A copy of the agreement has been provided for reference purposes. The project is budgeted. It is being funded with Local Option Sales and Service Tax, TIF backed G.O. Bonds, Road Use Tax, and Water and Sewer Enterprise Funds. I respectfully request the City Council’s approval of a Preconstruction Agreement with the Iowa Department of Transportation for joint participation in the Iowa 122 Reconstruction Project.

It was moved by Adams and seconded by Jaszewski that Resolution No. 25-3, be adopted.

Council Member Adams stated there were nine change orders with a lot of them being relatively small, however the largest was \$168,000 and asked why that wasn’t part of the base bid with Fire Chief Bullinger explaining what the system would do, the reason for the upgrade and why it wasn’t initially included.

Council Member Lee pointed out this was the third or fourth change order and wondered where the City stood as far as overages versus what was originally approved with Finance Director Hinson stating there was Capital money set aside for the address system and money left over from a fire truck so essentially, the overage overall was approximately \$30,000.

Council Member Lee questioned the cost of the project with Hinson stating it was a \$6 million project.

The Mayor called the question, and the following Resolution was introduced.

Reso. 25-3(ADOPTED):

Resolution No. 25-3, approving change orders #25 through #34 with Henkel Construction Company for the construction of the “Mason City Fire Department – Dormitory Addition and Remodel Project”, was presented.

On roll call, the vote was as follows:

Yea: Adams, Jaszewski, Symonds, Lee, Latham, Masson
(Motion was declared carried.)

PUBLIC HEARING

10. **Change of Zone 1300 12th Street NW Z6-R to Z4:**

Planning & Zoning Administrator:

The Planning and Zoning Commission held a public hearing on September 10, 2024, to consider rezoning property generally located in the 1300 block of 12th St. NW from Z6-R Restricted Industry Zoning District to Z4 Multi-Use Zoning District. The Commission voted unanimously to recommend that the City Council approve the rezoning. Staff concurs with the Commission's recommendation, and requests that the City Council hold a public hearing on the rezoning. The rezoning can be approved on first, second or final reading. After the hearing, The Commission recommends that the rezoning be approved on first consideration. The staff report and draft minutes of the meeting are attached. The Council will note that the proposed rezoning was originally scheduled for public hearing on October 1, 2024. However, staff in the City Engineers office was working on conceptual designs for improvement of the 12th NW and N. Pierce Avenue intersection. Because these improvements had the potential to change the boundaries of the area needed to accommodate the development proposed for the property, staff and the applicant postponed the public hearing and removed the application from the agenda. The City Engineer has indicated they are done with the concept for the intersection improvements and the applicant believes they can develop the property proposed for development without any changes to the boundaries of the rezoning. The subject property, owned by Indianhead Farms, is in northwest Mason City and is bounded on the south by 12th St. NW. The property is part of the original Indianhead Farms and is currently used as a pasture. The property is located directly north of the Casey's convenience store located on the southwest corner of the intersection of N. Pierce Avenue and 12th St. NE. The Development Review Committee has reviewed a concept plan for a medium box retail development. The project is contingent on multiple approvals; the first is the successful rezoning of the property. In addition, this development will also require the Council's approval of a minor subdivision plat and approval of a special exception and a variance by the Zoning Board of Adjustment. Those approvals cannot be granted until the rezoning is complete. The area abutting the subject property on the north side of 12th St. NW is zoned Z6-R Restricted Industry and is either developed or used for agricultural purposes while being held in reserve for future development. The area to the southwest is zoned Z1 Agriculture and is cultivated. The area directly to the south is zoned Z4 Multi-Use district and is home to a Casey's convenience store. The area to the southwest is zoned Z2 Sub-Urban District and is developed with freestanding homes. The purpose of the Z6 Industrial District is to promote the management and preservation of existing industrial facilities within Mason City, as well as the development and management of new ecologically responsible, sustainable employment centers. Restricted industry development consists of facilities whose manufacturing, assembly, storage, and distribution activities do not create appreciable nuisances or hazards, or that require a pleasant, hazard- and nuisance-free environment. Building forms and functions within the Z6 District require varying degrees of separation from residential and commercial/service districts due to their potential im-

pacts. It is intended that the permitted functions be compatible and not detrimental to adjacent properties. The purpose of the Z4 Multi-Use District is to provide space for a mixture of retail, personal and business service, office, lodging, automotive service, civic, and medium to high density residential uses necessary to support the overall community. Development is typically planned in a walkable arrangement with parks, interconnected and landscaped sidewalks, streets, and parking facilities.

Comprehensive Plan Analysis: Iowa law requires that any rezoning be in conformance with the jurisdiction's Comprehensive Plan. The 2024 North Iowa Corridor Joint Comprehensive Plan includes six broad plan elements, a vision for these elements, and goals for each element. A summary of each plan element, and a brief analysis in the context of this request follows:

Land Use: Land use is the basis of planning for the future of the community in the context of the entire Joint Comprehensive Plan. The future land use map shows the vision for growth and development and considered economic trends, environmental conditions and public input. There are three important points for anyone using the Future Land Use Plan:

1. The future land use plan sometimes depicts new land uses for privately owned properties. The transition of these properties from their current use to the depicted use is expected to occur over time in response to market demands as property owners voluntarily sell, develop, or change the use of their land.
2. The plan is a generalized map. The future land use map should be interpreted generally and is not intended to provide the specificity or the rigidity of a zoning map or engineering document. The map should guide the zoning map with the Plan elements through an informed prediction and planning process.
3. The plan is a basis for land use decisions. The future land use plan, with the plan elements, is the basis for decisions by the Planning and Zoning Commission and the City Council. The plan is a critical part of the approval process for development proposals and zoning decisions.

The Future Land Use Plan identifies the area of the rezoning as "Agriculture." Agriculture includes areas with existing farms and crop cultivation. In the unincorporated areas of the county, these areas are not proposed for change within the planning horizon of the Comprehensive Plan. However, the goal of this area within city limits is to allow agriculture as an interim use. The designation acts as a holding zone until urban development is feasible. We are now at that point with the subject property. The area on the south side of 12th St. NW is shown as "Mixed Business." Mixed business is an area that supports a broad range of larger footprint commercial and light industrial areas. Development in this area should have access to arterial streets with the capacity for truck traffic. The Future Land Use section of the Plan also includes a discussion of policy area directions. The general area of the subject property is identified as a transitional area focused on production and enterprise. These areas serve as a center of employment and are vital to the local economy. A high degree of design is necessary to create inviting places.

Exceptional Places: The subject property is not in an area that has been identified as an exceptional place in the plan. However, the plan elements can be used to inspire a higher level of development in the general area of this rezoning, including adaption of

the highway redevelopment prototypes found on page 96 of the plan.

Mobility: The vision for the North Iowa Corridor is a mobility system that provides an efficient, safe, and comfortable experience for users to reach their intended destinations. It does not appear that the proposed rezoning will move forward the mobility goals and objectives identified on page 100 of the plan. A trail segment is planned for the 12th St. NW corridor; the proposed rezoning should not interfere with the extension of this trail.

Parks, Recreation, and Natural Resources: Parks, recreation, and natural resources are fundamental to attracting and retaining residents. The vision for the North Iowa Corridor's parks, recreation, and natural resource system is to develop as a premier amenity in Iowa and the region that builds on accessibility to unique natural and built features. The proposed rezoning will not specifically move forward the parks, recreation, and natural resources goals and objectives of the plan identified on page 124. The proposed rezoning will neither create or limit recreational enhancements and opportunities.

Housing and Neighborhoods: The vision for development within the North Iowa Corridor is to incorporate a variety of housing types for a range of housing choices. The proposed rezoning does move forward Goal 6 (page 142) of the housing plan element. This goal calls for connecting all neighborhoods with mobility options, public spaces, parks and commercial services. Commercial opportunities in the area are currently limited to the Casey's convenience store. The rezoning will support additional retail opportunities to the area.

Infrastructure and Public Facilities: The vision for the North Iowa Corridor is a place that has state of the art facilities that maximize level of service for a high quality of life and supportive business environments. The subject property has access to public utilities including water, sewer, gas, and electricity. The abutting street has the capacity to accommodate additional traffic expected because of the rezoning. 12th St. NW is a minor arterial street. The proposed rezoning will move forward Goal 3 (page 156) of the infrastructure and public facilities plan element by creating private sector investment through strong public facilities and infrastructure.

Spot Zoning: Spot zoning is the rezoning of a particular piece of land when the rezoning is at odds with the Comprehensive Plan and existing development; it is generally only done in the interest of a small area or a limited number of property owners. Spot zoning may arise when a property is rezoned to a different zoning classification than the surrounding property. Spot zoning, by itself, is not illegal. Some would contend that all rezoning is spot zoning. However, not all spot zoning will survive a court challenge. The strongest case can be made when the rezoning can be supported by the Comprehensive Plan and is in the best interests of the community. Staff believes that the proximity of the property to other areas of Z4 Multi-Use District zoning justifies the rezoning; the rezoning would likely survive any spot zoning challenge. The proposed rezoning is supported by the Comprehensive Plan and does not constitute spot zoning.

Public Comments: Staff has received comments from two persons regarding this application. The first came from Will Symonds prior to the Planning and Zoning Commission

meeting. Mr. Symonds and his wife own a house within 350 feet of the property proposed for rezoning and had received the courtesy notice of the public hearing. Mr. Symonds stated his concerns about the lack of pedestrian connections to the proposed development and how traffic at the intersection of 12th St. NW and N. Pierce Avenue might be impacted. Staff provided information about the development review process and stressed that a rezoning should be judged by the appropriateness of the property for all uses allowed in the proposed zoning district. Staff also discussed the review process for the proposed development and the various entities that would be required to review and approve the development. Fred Greder appeared at the Commission's public hearing and questioned the impact the proposed rezoning would have on his property. Mr. Greder owns property to the northeast of the subject property. He questioned the possibility of the access drive abutting the east side of the subject property being upgraded to a city street; Mr. Greder has an access easement over this drive to provide access to his property. Mr. Greder also stated that he would not object to a traffic signal at the intersection of 12th St. NW and N. Pierce Avenue. Chapter 414.5, Code of Iowa, outlines the process to protest a rezoning. If a written protest against a change of zone is filed with the City Clerk and signed by the owners of twenty percent or more of the owners of the properties within the area considered for the proposed change, or twenty percent or more of the owners within 200 feet of the exterior boundaries of the property for which the rezoning is proposed, the rezoning must be approved by a favorable vote of at least three-fourths of all the members of the City Council. The protest must be filed before or at the public hearing. As of the date of this memo, staff have not received any written protests to the proposed rezoning.

Budget Impact: There should be no impact to the City's budget from this rezoning.

Staff requests that the City Council conduct a public hearing on the proposed rezoning. After public hearing, staff recommends that the Council approve the rezoning on first consideration (1st, 2nd, or FINAL).

The Public Hearing was held as per published notice.

Mayor Schickel asked if there were any written comments or objections.

There being no comments the Public Hearing was declared closed.

It was moved by Latham and seconded by Jaszewski that the Ordinance be received and placed on file for First Consideration.

Council Member Latham stated he had some reservations, pointing out 12th Street was a busy corner and wanted to make sure there was a plan with Administrator Burnett stating that intersection was a priority and the reason it was originally delayed was to consider improvements and staff (Engineering) had been working with WHKS on a plan that would make it safer and also accommodate the increased traffic flow.

Council Member Jaszewski asked how much was farmland with City Planner Sandahl stating it was 5 acres of pasture and a wet spot.

Council Member Lee asked what was the cost to the City for the street, sewer and curb and

where the money was coming from with Finance Director Hinson stating staff had identified funding in the proposed CIP and would be providing that to the Council by the end of this week, adding design would be this fiscal year with construction in 2027 and City Engineer Rahm stating staff was in the very early stages and looking at different options for intersection improvements including a roundabout which would keep traffic moving. He also mentioned he had submitted a sheet for the Capital program and later this month would be meeting with a group at NIACOG. In addition, he stated there would be some minor City utility adjustments and some major Alliant work, adding staff has started conversations with Alliant to give them a heads-up.

Council Member Lee stated he was concerned about the cost and asked if there was a development deal with Burnett stating there was no deal attached. They would construct but there were no incentives from the City.

Council Member Adams asked if he was understanding correctly that the City was going to bear the full cost of the road and utility improvements with Burnett stating that was correct, advising that intersection had been a source of a lot of conversation over the last four years and explained the traffic coming from the direction of Curries was coming at a high rate of speed and did not slow down. He also stated at times it was very busy and there was a residential neighborhood immediately adjacent to that so from a traffic standpoint, the project was warranted regardless of the development.

City Engineer Rahm stressed this development was not driving this project. This was something staff had been looking at for many years.

Council Member Adams asked if the City had a site plan with Development Services Director Van Steenhuyse stating originally, not knowing that this intersection improvement was coming, it had an exit right onto 12th Street, however the site plan staff was working with now would come off of an extension of North Pierce north of 12th Street.

Council Member Jaszewski questioned if sidewalks were part of the plan with Rahm concurring, pointing out that area was part of the overall trail system plan (the bridge built further to the west already accommodates a protected pedestrian crossing for that bridge). He stated the plan was to run a trail along 12th Street and down Taft and make all those connections with existing, so along with the Capital Program that was coming forward there would also be a trails project in there that would begin that process to take that trail west to at least pick up Curries and then the City would phase that trails project and hopefully complete it in the next few years.

Council Member Latham stated he would hope that project would be incorporated before they were built and opened for business with Rahm stating that was one of the obstacles staff was up against, adding he and City Planner Sandahl were meeting with them tomorrow on timing.

The Mayor called the question and the following Ordinance was introduced.

Ord. (1st Consideration):

An Ordinance amending Title 12 of the City Code, it being the Zoning Ordinance of said city, and changing the boundaries of certain districts therein zoned Z6-R Restricted Industry to Z4 Multi-Use District for property generally located at 1300 12th Street NW, was presented.

On roll call, the vote was as follows:

Yea: Latham, Jaszewski, Symonds, Lee, Masson, Adams
(Motion was declared carried.)

11. Amending Corporate Limits:

Development Services Director:

Staff recommends approval of the amendment to Title 1 Chapter 5, Section 1-5-1, Corporate Limits, to amend the legal description of the City limits to include recently annexed territory (1st, 2nd, or FINAL). On November 5, 2024, the City Council held a public hearing and approved a resolution annexing approximately 40 acres located at the southeast corner of Iowa Highway 122 and Lark Avenue. This annexation included the land currently being developed for the new Tractor Supply store. The remainder of the annexed land is owned by Cerro Gordo County. This annexation was 100 percent voluntary. Such annexations only require approval of a resolution of annexation after the City Council holds a public hearing. The resolution was forwarded to the Secretary of State and became complete upon acknowledgement of receipt by the Secretary of State. The City received this acknowledgement in writing on November 15, 2024. Therefore, the legal description of the City limits in Title 1, Chapter 5 of the City Code must be amended to include the newly annexed property. The attached legal description changes the description of the City limits to incorporate the annexation. The changes to accommodate the annexation are redlined and begin in Page 7 of the attached. There is no impact to the operating budget resulting from this action. Staff recommends approval of the amendment to Title 1 Chapter 5, Section 1-5-1, Corporate Limits; to amend the legal description of the City limits to include recently annexed territory (1st, 2nd, or FINAL).

The Public Hearing was held as per published notice.

Mayor Schickel asked if there were any written comments or objections.

There being no comments the Public Hearing was declared closed.

It was moved by Lee and seconded by Adams that the Ordinance be received and placed on file for First Consideration.

Clarification was made that this was on First Reading.

The Mayor called the question and the following Ordinance was introduced.

Ord. (1st Consideration):

An Ordinance amending the City Code by repealing Title 1, Chapter 5: Corporate Limits and adopting a new Chapter 5 in lieu thereof was presented.

On roll call, the vote was as follows:

Yea: Lee, Adams, Masson, Jaszewski, Latham, Symonds
(Motion was declared carried.)

12. SOO Green HVDC Link Franchise:

City Engineer:

The recommendation is: that the City Council approves the Electrical Franchise between SOO Green HVDC Link ProjectCo, LCC and the City of Mason City. SOO Green HVDC Link ProjectCo, LCC has developed, designed and permitted for an underground bipolar high voltage direct current (HVDC) transmission system in partnership with the Canadian Pacific Kansas City (CPKC) Railroad. The utility will primarily occupy CPKC right of way. The project was first introduced to the City of Mason City in January of 2020, and later in the spring of 2020 to the public through a series of Public Information Meetings which were held in each of the eight counties where the link will be installed. The SOO Green HVDC Link is a 350-mile 2,100 MW, 525KV underground high-voltage direct current (HVDC) transmission line running along existing rail corridors from Iowa to Illinois. The SOO Green HVDC Link will utilize modern grid technology to build the first link of a national HVDC clean energy power grid. The link will connect the nation's two largest power markets – MISO in the Midwest, and PJM in the east – the SOO Green HVDC Link is intended to help meet America's growing demand for affordable, zero-carbon electricity. When completed, the project will transfer wind turbine and solar electrical power generated in the Midwest from a facility location west of Mason City to Yorkville, Illinois. The approximate 350-mile route will utilize CPKC Railroad and Iowa Department of Transportation rights of ways. The proposed 6.4-mile route through the City of Mason City is all within CPKC Railroad right of way, crossing eight city streets. SOO Green filed its application for its proposed underground electric transmission line on September 24, 2020, in Docket No. E-22436. The franchise petition process was paused at SOO Green's request in February 2021 and resumed in September 2022. The City of Mason City received a letter dated March 30, 2023, stating, SOO Green in accordance with Iowa Administrative Code 199-Chapter 11 is hereby notifying you that a revised petition to construct an electric transmission line in Cerro Gordo County, Iowa is being submitted to the Iowa Utilities Board. The Iowa Utilities Board (IUB) issued an order approving a petition for a franchise to construct, maintain, and operate a new electric transmission line in Iowa by SOO Green HVDC Link Project Co, LLC (SOO Green). SOO Green is also required to secure franchise agreements with each of the municipalities its utility passes through. The petition referred to as the SOO Green transmission line project in Docket No. E-22436, proposes to build approximately 174 miles of 525 kV underground high voltage direct current (HVDC) electric transmission line in Allamakee, Cerro Gordo, Chickasaw, Clayton, Dubuque, Floyd, Jackson, and Winneshiek counties in Iowa, and continue into Illinois. The order finds that the proposed line is necessary to serve a public use and represents a reasonable relationship to an overall plan of transmitting electricity in the interest of the public. The order also states that the franchise granted by the IUB is subject to a condition that the electric transmission line operates as a merchant line under Iowa Code 478.6A, and SOO Green must both provide prior notice and receive IUB approval before changing the business model of operation of the franchise. Failure to comply will result in the automatic termination of the granted franchise. The IUB retains jurisdiction in this docket under Iowa Code chapter 478 and may at any time during the franchise period make such further orders as necessary, including but not limited to modification of the franchise line to something other than a merchant line or review of requests for additional eminent domain authority. The Electric Franchise shall be effective for twenty-five (25) years from the effective date, which is the approval and passage of the ordinance in accordance with Iowa law, written acceptance by SOO

Green, publication, and notice by SOO Green. The Electric Franchise provides permissions for SOO Green to construct, reconstruct, repair, replace, maintain and operate in the City of Mason City the necessary conduits and other appliances or equipment for the transmission of electric current and communication facilities and the right to construct, reconstruct, relocate, repair, replace, maintain and operate the facilities under the streets, avenues, alleys and public places and in certain railroad right of way in the City of Mason City. The Electric Franchise provides terms that protect the City of Mason City against claims of liability, demands, losses, damage, cost and expenses that may occur due to the negligent acts or omissions by SOO Green in the use or occupancy of the streets, avenues, alleys and public places in the city. The City of Mason City (City) has also negotiated terms with SOO Green that involves and includes the City's direct input regarding positioning of their utility crossing the City's streets and location and separation from city utilities, prior to commencing any construction. All coordination of construction will require the prior approval of the City Engineer. In addition to terms involving existing utilities, the City has also negotiated for the installation of a buried blank conduit along the project route that can at any time in the future be utilized by the City for fiber communication purposes. See Exhibit B for the proposed fiber conduit route and limits. From west to east, the conduit terminus are near the Hoover Booster Station located in the Central Heights area and near the Mason City Reclamation Facility located on Birch Drive. The ordinance is presented for your review and approval. A public hearing on this item is scheduled to be held at the regular meeting of the City Council on January 7, 2025. The ordinance requires three readings for passage. The scheduled meetings for the council's consideration on the ordinance are January 7, 2025, January 21, 2025, and January 28, 2025. There is no impact on the operating budget resulting from this action. I respectfully request the City Council's action to approve an Electrical Franchise by ordinance, between SOO Green HVDC Link ProjectCo, LCC and the City of Mason City. Approve on 1st Consideration.

The Public Hearing was held as per published notice.

Mayor Schickel asked if there were any written comments or objections.

City Engineer Rahm introduced Raj Rajan, Vice President of Project Development with SOO Green Project who was providing a short presentation.

Raj Rajan provided an overview of the project.

There being no further comments the Public Hearing was declared closed.

It was moved by Jaszewski and seconded by Latham that the Ordinance be received and placed on file for First Consideration.

Council Jaszewski asked where all the electricity was being generated with Rajan stating it was mostly to the west, but it was connected to the grid, so who can make the economics work would inject the power into the grid.

Council Member Latham asked if they were going along the railroad tracks through Mason City with Rajan concurring.

Council Member Latham questioned if they had all the easements with Rajan stating they had a power line agreement with Canadian Pacific Railroad for the entire railroad right-of-way, advising Federal law only allowed the railroad to determine what activity could take place within the railroad right-of-way.

Council Member Masson stated this was an ambitious project and thought the logistics was pretty incredible and was glad it appeared to be pretty well thought out. He also stated he had done some research and the technology was very safe and concluded his comments by stating this was a very interesting project to come through town.

Council Member Adams referenced the presentation where Rajan had mentioned 12,000 jobs at construction and 75 jobs when the line was operational for maintenance and operation and asked how many of those 75 jobs were permanent in the County and Mason City with Rajan stating the 75 jobs would primarily be split between the two converter stations, one in Mason City and the other in Plano and in between, possibly Dubuque, there would be a team to dispatch if there was any emergency maintenance work that needed to be done but because they were in a secure railroad corridor where nobody could just put a shovel in or a backhoe without first getting permission from the railroad (which took a long time) they did not expect to have that mid-point office open for too long, so most of the permanent jobs would be split 50/50 between Mason City and Plano. He also stated there would be a dedicated fiber cable that had vibration and noise detection that would be installed within the shield of the power lines which would be along the entire length so if there was any type of disturbance they would know exactly where it was and pinpoint the location and be able to reach out to the right people in that local community before any damage occurred.

Council Member Adams requested confirmation that every inch of the line through the City of Mason City, even in railroad property was City property with Rahm stating that was correct.

Council Member Adams asked if the tax revenue that he talked about during the presentation was the only revenue generated to the City as part of the agreement with Rajan concurring, stating they also made a commitment to the City to install a bundle of fiber conduit and they did the same thing for the City of Dubuque.

Council Member Latham pointed out railroads did not pay taxes on their land and requested clarification with Finance Director Hinson stating he thought it was very similar to what he described for the taxation of utilities and believed it was a per-mile tax that the State then allocated out.

The Mayor called the question and the following Ordinance was introduced.

Ord. (1st Consideration):

An Ordinance granting to SOO Green HVDC Link PROJECTCO, LLC, its successors and assigns, the right and franchise pursuant to Iowa Code Section 364.2(4) to construct, reconstruct, relocate, repair, replace, maintain and operate in the city of Mason City, Cerro Gordo County, Iowa, a transmission system for the transmission of electric energy and communication facilities and the right to construct, reconstruct, relocate, repair, replace, maintain, operate, the necessary conduits and other appliances or equipment for the transmission of electric current and communication facilities under certain streets, avenues, alleys and public places and in a certain railroad right of way in the city of Mason

City, Cerro Gordo County, Iowa within the city as the boundaries are now and may hereafter exist, for the period of twenty-five (25) years ("franchise" or "ordinance"), was presented.

On roll call, the vote was as follows:

Yea: Jaszewski, Latham, Lee, Masson, Symonds, Adams
(Motion was declared carried.)

ADJOURN

The Mayor adjourned the meeting at 8:12 p.m.

Bill Schickel, Mayor

ATTEST:

Aaron Burnett, City Clerk

Report Criteria:
Report type: GL detail

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
ABDO LLP							
01/09/2025	97142	PROGRESS BILILNG FY 2	499844	010.6900.2760	AUDIT	14,000.00	14,000.00
Total ABDO LLP:							14,000.00
ABSOLUTE WASTE REMOVAL							
01/09/2025	97143	TRASH SERVICE	1905243	110.2301.2190	REPAIRS AND MAINTENANCE	377.64	377.64
01/09/2025	97143	TRASH SERVICE JAN. 20	1906719	010.1502.2150	BUILDING REPAIRS AND	94.88	94.88
01/09/2025	97143	DECEMBER RECYCLING	1907391	640.8301.2585	RECYCLING CENTER	3,732.30	3,732.30
Total ABSOLUTE WASTE REMOVAL:							4,204.82
AITCHISON,STEVE							
01/09/2025	97144	4TH QTR ARTIST PAY	4TH QTR 20	040.4218.5700	PAID TO ARTIST	110.40	110.40
Total AITCHISON,STEVE:							110.40
ALLIANT ENERGY							
01/09/2025	97145	DECEMBER UTILITES	7991501000	040.4203.2160	GAS & ELECTRICITY	1,783.32	1,783.32
Total ALLIANT ENERGY:							1,783.32
AMA INSURANCE							
01/09/2025	97146	REFUND	MCFD20240	660.1507.5510	REFUND	.58	.58
Total AMA INSURANCE:							.58
ARNOLD MOTOR SUPPLY							
01/09/2025	97147	HIGHLAND MOTOR SUPP	05CR015851	650.8908.3044	M/E SUPPLIES	11.76	11.76
01/09/2025	97147	HIGHLAND MOTOR SUPP	05NV137533	650.8908.3044	M/E SUPPLIES	81.62	81.62
01/09/2025	97147	RTV	05NV137612	020.4308.3044	M/E SUPPLIES	10.57	10.57
01/09/2025	97147	SWITCH	05NV137966	600.8012.2140	M/E REPAIRS	11.64	11.64
Total ARNOLD MOTOR SUPPLY:							92.07
AT&T MOBILITY							
01/09/2025	97148	CAR PHONES	2873198701	010.1101.2040	PHONE EXPENSE	590.07	590.07
Total AT&T MOBILITY:							590.07
ATLANTIC COCA-COLA BOTTLING CO							
01/09/2025	97149	ARENA CONCESSIONS	4930380	670.8923.3135	CONCESSION SUPPLI	595.40	595.40
Total ATLANTIC COCA-COLA BOTTLING CO:							595.40
B & F FASTENER SUPPLY CO							
01/09/2025	97150	SHEET METAL SCREWS	31054070-00	820.9601.3260	SHOP SUPPLIES	25.87	25.87
01/09/2025	97150	BOLTS	31054101-00	820.9601.3260	SHOP SUPPLIES	25.47	25.47
Total B & F FASTENER SUPPLY CO:							51.34
BENISH,TOM							
01/09/2025	97151	4TH QTR ARTIST PAY	4TH QTR 20	040.4218.5700	PAID TO ARTIST	21.00	21.00

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
Total BENISH,TOM:							21.00
BERGLAND & CRAM ARCHITECTS							
01/09/2025	97152	WILLOW CREEK DOWNT	40285	325.2101.4925	DESTINATION IOWA	8,913.75	8,913.75
01/09/2025	97152	CONST. ADMINSTRATION	40286	015.1502.4510	BUILDING IMPROVEM	6,965.89	6,965.89
Total BERGLAND & CRAM ARCHITECTS:							15,879.64
BLANCHARD,EDITH							
01/09/2025	97153	BOUGHS	12022024	040.4211.3990	MISCELLANEOUS EXP	40.00	40.00
01/09/2025	97153	TABLECLOTHS	12132024	040.4215.3140	OTHER SPECIAL EVEN	12.50	12.50
Total BLANCHARD,EDITH:							52.50
BLAZEK ELECTRIC							
01/09/2025	97154	BUCKET TRUCK RENTAL	2472	010.6501.2190	REPAIRS AND MAINTEN	201.40	201.40
01/09/2025	97154	3RD FLOOR SHOWERE R	2481 CREDI	010.6501.2190	REPAIRS AND MAINTEN	291.99-	291.99-
01/09/2025	97154	CITY HALL - ROOFTOP U	2525	010.6501.2190	REPAIRS AND MAINTEN	1,377.21	1,377.21
01/09/2025	97154	ARENA DUCT DETECTOR	2682	670.8923.1130	BUILDING MAINTENAN	542.38	542.38
Total BLAZEK ELECTRIC:							1,829.00
BLUE SKY SOLAR CO MASON CITY LLC							
01/09/2025	97155	SOLAR ENERGY	INV161	010.1103.2160	GAS & ELECTRICITY	192.59	192.59
01/09/2025	97155	ARENA ENERGY	INV162	670.8923.2160	GAS & ELECTRICITY	876.99	876.99
01/09/2025	97155	SOLAR ENERGY	INV163	600.8001.2160	GAS & ELECTRICITY	2,052.93	2,052.93
01/09/2025	97155	SOLAR ENERGY	INV164	610.8121.2160	GAS & ELECTRICITY	1,084.31	1,084.31
Total BLUE SKY SOLAR CO MASON CITY LLC:							4,206.82
BOULDER CONTRACTING LLC							
01/09/2025	97156	12TH STREET NE BRIDG	FINAL PAY 1	320.2101.4550	BRIDGE IMPROVEMEN	13,904.50	13,904.50
Total BOULDER CONTRACTING LLC:							13,904.50
BOUND TREE MEDICAL LLC							
01/09/2025	97157	EMS SUPPLIES	85608225	660.1509.3070	MEDICAL SUPPLIES	170.00	170.00
01/09/2025	97157	EMS SUPPLIES	85608226	660.1509.3070	MEDICAL SUPPLIES	1,655.10	1,655.10
Total BOUND TREE MEDICAL LLC:							1,825.10
BRADS AUTO REPAIR							
01/09/2025	97158	TIRE REPAIR	I015595	010.1102.2140	M/E REPAIRS	28.79	28.79
01/09/2025	97158	TIRE REPAIR	I016352	010.1102.2140	M/E REPAIRS	33.79	33.79
01/09/2025	97158	TIRE REPAIR	I016425	010.1102.2140	M/E REPAIRS	33.79	33.79
01/09/2025	97158	TIRE REPAIR	I017133	010.1102.2140	M/E REPAIRS	33.79	33.79
01/09/2025	97158	TRIE REPAIR	I017382	010.1102.2140	M/E REPAIRS	33.79	33.79
Total BRADS AUTO REPAIR:							163.95
BROTHERS MARKET INC							
01/09/2025	97159	LAB SUPPLIES	124111	610.8121.3070	LABORATORY SUPPLI	2.99	2.99
01/09/2025	97159	LAB SUPPLIES	124113	610.8121.3070	LABORATORY SUPPLI	3.29	3.29
01/09/2025	97159	UPS	124124	600.8001.3990	MISCELLANEOUS EXP	14.25	14.25
01/09/2025	97159	BOLTS	124138	610.8121.2190	REPAIRS AND MAINTEN	7.99	7.99

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
Total BROTHERS MARKET INC:							28.52
CAMPBELL SUPPLY CO							
01/09/2025	97160	HAMMERS, SHOVELS	INV-0059440	600.8042.3590	MATERIAL	103.33	103.33
Total CAMPBELL SUPPLY CO:							103.33
CARE INITIATIVES, EOE,AA							
01/09/2025	97161	REFUND	MCFD20240	660.1507.5510	REFUND	285.00	285.00
01/09/2025	97161	REFUNDS	MCFD20240	660.1507.5510	REFUND	290.00	290.00
Total CARE INITIATIVES, EOE,AA:							575.00
CATRON CREATIONS							
01/09/2025	97162	4TH QTR ARTIST PAY	4TH QTR 20	040.4218.5700	PAID TO ARTIST	87.00	87.00
Total CATRON CREATIONS:							87.00
CDW GOVERNMENT INC							
01/09/2025	97163	STARTECH USB-C 10 GB	ABBV67Q	010.6202.3019	OFFICE SUPPLIES	51.94	51.94
Total CDW GOVERNMENT INC:							51.94
CEILLEY SLAVEN,COLLETTE							
01/09/2025	97164	4TH QTR ARTIST PAY	4TH QTR 20	040.4218.5700	PAID TO ARTIST	2.25	2.25
Total CEILLEY SLAVEN,COLLETTE:							2.25
CENTRAL IOWA DISTRIBUTORS							
01/09/2025	97165	PAPER TOWELS,BRUSH,	1016406	600.8042.3590	MATERIAL	570.00	570.00
01/09/2025	97165	GLASS CLEANER,URINA	1016602	600.8042.3590	MATERIAL	188.00	188.00
Total CENTRAL IOWA DISTRIBUTORS:							758.00
CENTRAL LOCK & KEY							
01/09/2025	97166	DOOR LOCKS & SECURI	120295	015.4203.4510	BUILDING IMPROVEM	16.00	16.00
01/09/2025	97166	CRC ALARM MONITORIN	E10710	015.6900.4060	OFFICE EQUIPMENT	365.00	365.00
01/09/2025	97166	DOOR LOCKS & SECURI	E10832	015.4203.4510	BUILDING IMPROVEM	24,545.00	24,545.00
Total CENTRAL LOCK & KEY:							24,926.00
CHAMBER OF COMMERCE							
01/09/2025	97167	LEADERSHIP NI	231230	010.6201.2060	TRAVEL AND CONFER	495.00	495.00
01/09/2025	97168	RECREATION TRAINING	231236	020.4401.3990	MISCELLANEOUS EXP	495.00	495.00
Total CHAMBER OF COMMERCE:							990.00
CHOSEN VALLEY TESTING							
01/09/2025	97169	FIRE REMODEL 24-005	52678	015.1502.4510	BUILDING IMPROVEM	387.50	387.50
01/09/2025	97169	WILLOW CREEK RIVERW	52679	325.2101.4925	DESTINATION IOWA	2,092.50	2,092.50
Total CHOSEN VALLEY TESTING:							2,480.00
CICOTTI, ART							
01/09/2025	97170	4TH QTR ARTIST PAY	4TH QTR 20	040.4218.5700	PAID TO ARTIST	63.00	63.00

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
Total CICOTTI, ART:							63.00
CITY OF MASON CITY							
01/09/2025	97171	POLICE	01/10/25 FIC	112.1101.1040	FICA	3,660.39	3,660.39
01/09/2025	97171	FIRE	01/10/25 FIC	112.1501.1040	FICA	1,807.22	1,807.22
01/09/2025	97171	BUILDING INSPECTOR	01/10/25 FIC	112.1701.1040	FICA	153.05	153.05
01/09/2025	97171	ANIMAL CONTROL	01/10/25 FIC	112.1901.1040	FICA	207.70	207.70
01/09/2025	97171	ELECTRICAL INSPECTO	01/10/25 FIC	112.1904.1040	FICA	138.91	138.91
01/09/2025	97171	PLUMBING INSPECTOR	01/10/25 FIC	112.1907.1040	FICA	234.35	234.35
01/09/2025	97171	NEIGHBORHOOD SERVI	01/10/25 FIC	112.1911.1040	FICA	411.33	411.33
01/09/2025	97171	TRAFFIC CONTROL	01/10/25 FIC	112.2404.1040	FICA	199.65	199.65
01/09/2025	97171	ENGINEERING	01/10/25 FIC	112.2601.1040	FICA	970.36	970.36
01/09/2025	97171	HEALTH DEPARTMENT	01/10/25 FIC	112.3401.1040	FICA	173.35	173.35
01/09/2025	97171	YOUTH TASK FORCE	01/10/25 FIC	010.3900.1040	FICA	310.44	310.44
01/09/2025	97171	PLANNING & ZONING	01/10/25 FIC	112.5401.1040	FICA	992.19	992.19
01/09/2025	97171	TRANSIT	01/10/25 FIC	080.5801.1040	FICA	147.57	147.57
01/09/2025	97171	CITY TRANSIT	01/10/25 FIC	080.5802.1040	FICA	785.58	785.58
01/09/2025	97171	MAYOR & COUNCIL	01/10/25 FIC	112.6101.1040	FICA	52.07	52.07
01/09/2025	97171	CITY ADMINISTRATOR	01/10/25 FIC	112.6105.1040	FICA	860.11	860.11
01/09/2025	97171	FINANCE	01/10/25 FIC	112.6201.1040	FICA	1,165.44	1,165.44
01/09/2025	97171	INFORMATION TECH	01/10/25 FIC	112.6202.1040	FICA	209.51	209.51
01/09/2025	97171	GIS TECHNOLOGY	01/10/25 FIC	112.6203.1040	FICA	181.56	181.56
01/09/2025	97171	CITY CLERK	01/10/25 FIC	112.6204.1040	FICA	236.36	236.36
01/09/2025	97171	HUMAN RESOURCES	01/10/25 FIC	112.6401.1040	FICA	584.12	584.12
01/09/2025	97171	PARKS	01/10/25 FIC	112.4301.1040	FICA	1,076.38	1,076.38
01/09/2025	97171	RECREATION	01/10/25 FIC	112.4401.1040	FICA	934.32	934.32
01/09/2025	97171	SWIMMING POOL	01/10/25 FIC	112.4401.1040	FICA	6.73	6.73
01/09/2025	97171	LIBRARY	01/10/25 FIC	030.4101.1040	FICA	2,259.61	2,259.61
01/09/2025	97171	MUSEUM	01/10/25 FIC	040.4202.1040	FICA	790.27	790.27
01/09/2025	97171	MUSEUM GRANTS	01/10/25 FIC	040.4222.1040	FICA	127.78	127.78
01/09/2025	97171	AIRPORT	01/10/25 FIC	050.2801.1040	FICA	1,058.00	1,058.00
01/09/2025	97171	CEMETERY	01/10/25 FIC	070.4501.1040	FICA	677.58	677.58
01/09/2025	97171	STREET	01/10/25 FIC	110.2105.1040	FICA	4,399.75	4,399.75
01/09/2025	97171	CDBG-OOREHAB	01/10/25 FIC	147.5917.1040	FICA	25.84	25.84
01/09/2025	97171	CITY ADMINISTERED GR	01/10/25 FIC	142.5910.1040	FICA	15.79	15.79
01/09/2025	97171	R C RENAISSANCE	01/10/25 FIC	310.7537.1040	FICA	332.99	332.99
01/09/2025	97171	WATER	01/10/25 FIC	600.8012.1040	FICA	4,130.62	4,130.62
01/09/2025	97171	WATER-MR	01/10/25 FIC	600.8012.1040	FICA	213.72	213.72
01/09/2025	97171	WATER-SO	01/10/25 FIC	600.8012.1040	FICA	159.56	159.56
01/09/2025	97171	SEWER-SO	01/10/25 FIC	610.8121.1040	FICA	159.56	159.56
01/09/2025	97171	SEWER	01/10/25 FIC	610.8121.1040	FICA	3,104.73	3,104.73
01/09/2025	97171	SANITARY SEWER MAIN	01/10/25 FIC	610.8123.1040	FICA	136.64	136.64
01/09/2025	97171	PARKING	01/10/25 FIC	630.8203.1040	FICA	120.85	120.85
01/09/2025	97171	SANITATION	01/10/25 FIC	640.8305.1040	FICA	2,069.55	2,069.55
01/09/2025	97171	GOLF COURSE	01/10/25 FIC	650.8901.1040	FICA	383.54	383.54
01/09/2025	97171	FIRE-AMBULANCE	01/10/25 FIC	660.1507.1040	FICA	455.47	455.47
01/09/2025	97171	REC ARENA	01/10/25 FIC	670.8921.1040	FICA	232.77	232.77
01/09/2025	97171	INTERNAL SERV	01/10/25 FIC	820.9601.1040	FICA	568.47	568.47
Total CITY OF MASON CITY:							36,921.78
CITY OF MASON CITY IPERS							
01/09/2025	97172	POLICE	01/10/2025 I	112.1101.1050	IPERS	1,175.17	1,175.17
01/09/2025	97172	FIRE	01/10/2025 I	112.1501.1050	IPERS	139.50	139.50
01/09/2025	97172	BUILDING INSPECTOR	01/10/2025 I	112.1701.1050	IPERS	209.87	209.87
01/09/2025	97172	ANIMAL CONTROL	01/10/2025 I	112.1901.1050	IPERS	288.41	288.41

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01/09/2025	97172	ELECTRICAL INSPECTO	01/10/2025 I	112.1904.1050	IPERS	50.08	50.08
01/09/2025	97172	PLUMBING INSPECTOR	01/10/2025 I	112.1907.1050	IPERS	307.44	307.44
01/09/2025	97172	NEIGHBORHOOD SERVI	01/10/2025 I	112.1911.1050	IPERS	534.07	534.07
01/09/2025	97172	TRAFFIC CONTROL	01/10/2025 I	112.2404.1050	IPERS	234.56	234.56
01/09/2025	97172	ENGINEERING	01/10/2025 I	112.2601.1050	IPERS	1,237.29	1,237.29
01/09/2025	97172	HEALTH DEPARTMENT	01/10/2025 I	112.3401.1050	IPERS	234.56	234.56
01/09/2025	97172	YOUTH TASK FORCE	01/10/2025 I	010.3900.1050	IPERS	438.47	438.47
01/09/2025	97172	PLANNING & ZONING	01/10/2025 I	112.5401.1050	IPERS	1,342.00	1,342.00
01/09/2025	97172	TRANSIT	01/10/2025 I	080.5801.1050	IPERS	191.37	191.37
01/09/2025	97172	CITY TRANSIT	01/10/2025 I	080.5802.1050	IPERS	969.44	969.44
01/09/2025	97172	MAYOR & COUNCIL	01/10/2025 I	112.6101.1050	IPERS	339.05	339.05
01/09/2025	97172	CITY ADMINISTRATOR	01/10/2025 I	112.6105.1050	IPERS	1,139.08	1,139.08
01/09/2025	97172	FINANCE	01/10/2025 I	112.6201.1050	IPERS	1,538.82	1,538.82
01/09/2025	97172	INFORMATION TECH	01/10/2025 I	112.6202.1050	IPERS	281.91	281.91
01/09/2025	97172	GIS TECH	01/10/2025 I	112.6203.1050	IPERS	237.13	237.13
01/09/2025	97172	CITY CLERK	01/10/2025 I	112.6204.1050	IPERS	312.96	312.96
01/09/2025	97172	HUMAN RESOURCES	01/10/2025 I	112.6401.1050	IPERS	827.56	827.56
01/09/2025	97172	PARKS	01/10/2025 I	112.4301.1050	IPERS	1,363.39	1,363.39
01/09/2025	97172	RECREATION	01/10/2025 I	112.4401.1050	IPERS	1,186.64	1,186.64
01/09/2025	97172	LIBRARY	01/10/2025 I	030.4101.1050	IPERS	3,072.05	3,072.05
01/09/2025	97172	MUSEUM	01/10/2025 I	040.4202.1050	IPERS	1,095.42	1,095.42
01/09/2025	97172	MUSEUM GRANTS	01/10/2025 I	040.4222.1050	IPERS	181.33	181.33
01/09/2025	97172	AIRPORT	01/10/2025 I	050.2801.1050	IPERS	1,377.66	1,377.66
01/09/2025	97172	CEMETERY	01/10/2025 I	070.4501.1050	IPERS	870.24	870.24
01/09/2025	97172	STREET	01/10/2025 I	110.2105.1050	IPERS	5,111.89	5,111.89
01/09/2025	97172	R C RENAISSANCE	01/10/2025 I	310.7537.1050	IPERS	363.79	363.79
01/09/2025	97172	CITY ADMINISTERED GR	01/10/2025 I	142.5910.1050	IPERS	22.48	22.48
01/09/2025	97172	LHAP	01/10/2025 I	147.5917.1050	IPERS	36.78	36.78
01/09/2025	97172	WATER	01/10/2025 I	600.8012.1050	IPERS	5,283.90	5,283.90
01/09/2025	97172	WATER-MR	01/10/2025 I	600.8012.1050	IPERS	257.82	257.82
01/09/2025	97172	WATER-SO	01/10/2025 I	600.8012.1050	IPERS	205.04	205.04
01/09/2025	97172	SEWER-SO	01/10/2025 I	610.8121.1050	IPERS	205.04	205.04
01/09/2025	97172	SEWER	01/10/2025 I	610.8121.1050	IPERS	3,928.63	3,928.63
01/09/2025	97172	SANITARY SEWER MAIN	01/10/2025 I	610.8123.1050	IPERS	172.37	172.37
01/09/2025	97172	PARKING	01/10/2025 I	630.8203.1050	IPERS	165.24	165.24
01/09/2025	97172	SANITATION	01/10/2025 I	640.8305.1050	IPERS	2,586.88	2,586.88
01/09/2025	97172	GOLF COURSE	01/10/2025 I	650.8901.1050	IPERS	509.84	509.84
01/09/2025	97172	AMBULANCE	01/10/2025 I	660.1507.1050	IPERS	104.16	104.16
01/09/2025	97172	RCR ARENA	01/10/2025 I	670.8921.1050	IPERS	249.45	249.45
01/09/2025	97172	INTERNAL SERVICE	01/10/2025 I	820.9601.1050	IPERS	718.26	718.26
Total CITY OF MASON CITY IPERS:							41,097.04
CKBE PROPERTIES LLC							
01/09/2025	97173	STORAGE BLDG. FEBRU	2049	660.1507.3990	MISCELLANEOUS EXP	1,000.00	1,000.00
Total CKBE PROPERTIES LLC:							1,000.00
CONSOLIDATED ELECTRICAL DIST							
01/09/2025	97174	SB MALL-LAMPS	1179647	310.7537.3990	MISCELLANEOUS EXP	198.00	198.00
01/09/2025	97174	LIGHTS	1181161	610.8121.2190	REPAIRS AND MAINT	330.36	330.36
Total CONSOLIDATED ELECTRICAL DIST:							528.36
CONTINENTAL CLAY CO							
01/09/2025	97175	CLAY CHEMICALS	INV0002018	040.4215.3019	OFFICE SUPPLIES	425.62	425.62

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Total CONTINENTAL CLAY CO:							425.62
CONTROL PRINT							
01/09/2025	97176	WINTER/SPRING NEWSL	21958	040.4212.2442	NEWS LETTER & ANN	82.25	82.25
Total CONTROL PRINT:							82.25
CORPORATE TRANSLATION SERVICES INC							
01/09/2025	97177	TRANSLATION	289224	010.1101.3990	MISCELLANEOUS EXP	22.92	22.92
Total CORPORATE TRANSLATION SERVICES INC:							22.92
CORPORON, NANCY							
01/09/2025	97178	4TH QTR ARTIST PAY	4TH QTR 20	040.4218.5700	PAID TO ARTIST	4.20	4.20
Total CORPORON, NANCY:							4.20
COWELL, SUE							
01/09/2025	97179	4TH QTR ARTIST PAY	4TH QTR 20	040.4218.5700	PAID TO ARTIST	28.75	28.75
Total COWELL, SUE:							28.75
CROELL REDI-MIX INC							
01/09/2025	97180	CEMENT	933989	600.8002.3470	MAINS - REPAIR MATE	761.00	761.00
01/09/2025	97180	CONCRETE CREDIT	CM1523746	620.8125.4610	STORM SEWERS	100.00-	100.00-
Total CROELL REDI-MIX INC:							661.00
CULLIGAN MASON CITY							
01/09/2025	97181	COOLER RENTAL	394-0542100	610.8121.3060	SUPPLIES & LAUNDRY	55.00	55.00
01/09/2025	97181	COOLER RENTAL	394-0542100	610.8121.3060	SUPPLIES & LAUNDRY	55.00	55.00
01/09/2025	97181	WATER COOLER RENTAL	394-0971942	660.1508.3035	OTHER SUPPLIES	38.80	38.80
01/09/2025	97181	WATER COOLER RENTAL	394X045571	110.2109.2190	REPAIRS AND MAINT	38.30	38.30
01/09/2025	97181	WATER	394X045859	010.1101.3990	MISCELLANEOUS EXP	48.00-	48.00-
Total CULLIGAN MASON CITY:							139.10
D & D SALES							
01/09/2025	97182	HIGHLAND CLUBHOUSE	3014T	650.8906.2150	BUILDING REPAIRS AN	30.00	30.00
Total D & D SALES:							30.00
D.I.A.L / ELEVATOR SAFETY BUREAU							
01/09/2025	97183	ELEVATOR FEE	318700	010.1103.2150	BUILDING REPAIRS AN	75.00	75.00
Total D.I.A.L / ELEVATOR SAFETY BUREAU:							75.00
DIAMOND VOGEL INC							
01/09/2025	97184	PAINT ROLLER	270345358	110.2115.3310	TOOLS AND SUPPLIES	4.68	4.68
Total DIAMOND VOGEL INC:							4.68
DORNBUŞCH, KRISTINE							
01/09/2025	97185	4TH QTR ARTIST PAY	4TH QTR 20	040.4218.5700	PAID TO ARTIST	3.60	3.60

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Total DORNBUSCH, KRISTINE:							3.60
EDDY, GLENDA							
01/09/2025	97186	REFUND	MCFD20230	660.1507.5510	REFUND	879.74	879.74
Total EDDY, GLENDA:							879.74
EMSLRC							
01/09/2025	97187	PROVIDER CARDS -ACL	48959	660.1507.2080	EDUCATION AND TRAI	300.00	300.00
01/09/2025	97187	INSTRUCTOR CARDS - B	49030	660.1507.2080	EDUCATION AND TRAI	275.00	275.00
01/09/2025	97187	INSTRUCTOR CARDS - P	49377	660.1507.2080	EDUCATION AND TRAI	75.00	75.00
Total EMSLRC:							650.00
FASTENAL COMPANY							
01/09/2025	97188	FASTENERS	333084	110.2107.3044	M/E SUPPLIES	3.36	3.36
01/09/2025	97188	GLOVES	333108	110.2115.3310	TOOLS AND SUPPLIES	63.09	63.09
01/09/2025	97188	SCREWS	333112	010.2990.3044	M/E SUPPLIES	65.65	65.65
Total FASTENAL COMPANY:							132.10
FEDEX							
01/09/2025	97189	POSTAGE	8-722-63777	010.1101.3990	MISCELLANEOUS EXP	15.89	15.89
Total FEDEX:							15.89
FIRE SERVICE TRAINING BUREAU							
01/09/2025	97190	B THOMSEN FF2 CERT F	251059	010.1501.2080	EDUCATION AND TRAI	50.00	50.00
Total FIRE SERVICE TRAINING BUREAU:							50.00
FLOYD & LEONARD AUTO ELECTRIC							
01/09/2025	97191	RECOIL ASSEMBLY	177578	110.2115.3310	TOOLS AND SUPPLIES	29.26	29.26
01/09/2025	97191	CAMPGROUND FIREWO	177636	020.4410.3130	CAMPGROUND SUPPL	61.18	61.18
01/09/2025	97191	OIL FILTER, BLADE FLOW	177716	070.4504.3310	TOOLS AND SUPPLIES	394.08	394.08
01/09/2025	97191	V-BELT	177807	610.8121.3110	MAINTENANCE MATER	15.28	15.28
Total FLOYD & LEONARD AUTO ELECTRIC:							499.80
FORD PRO							
01/09/2025	97192	TELEMATICS	INV3097520	010.1102.2140	M/E REPAIRS	185.47	185.47
Total FORD PRO:							185.47
FREDERIKSEN, NANCY							
01/09/2025	97193	4TH QTR ARTIST PAY	4TH QTR 20	040.4218.5700	PAID TO ARTIST	31.80	31.80
Total FREDERIKSEN, NANCY:							31.80
GALLS							
01/09/2025	97194	UNIFORMS	029913750	010.1101.3990	MISCELLANEOUS EXP	68.26	68.26
01/09/2025	97194	UNIFORMS	030010882	010.1101.3990	MISCELLANEOUS EXP	34.13	34.13
Total GALLS:							102.39

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GANNETT-SANCHEZ,KRIS							
01/09/2025	97195	4TH QTR ARTIST PAY	4TH QTR 20	040.4218.5700	PAID TO ARTIST	32.40	32.40
Total GANNETT-SANCHEZ,KRIS:							32.40
GLOBE GAZETTE/NORTH IOWA MEDIA GROUP							
01/09/2025	97196	HOH ADVERTISING	61836	040.4211.2020	ADVERTISING (GENER	499.02	499.02
Total GLOBE GAZETTE/NORTH IOWA MEDIA GROUP:							499.02
GRAINGER							
01/09/2025	97197	GLOVES	9357035972	600.8042.3590	MATERIAL	130.00	130.00
01/09/2025	97197	GLOVES	9358086511	110.2107.3260	SHOP SUPPLIES	110.00	110.00
01/09/2025	97197	AED ELECTRODE PADS	9358617653	600.8001.2150	BUILDING REPAIRS AN	324.15	324.15
01/09/2025	97197	AED LITHUM BATTERY	9358617661	600.8001.2150	BUILDING REPAIRS AN	87.50	87.50
Total GRAINGER:							651.65
GREATAMERICA FINANCIAL SVCS							
01/09/2025	97198	COPIER	38096752	110.2109.2190	REPAIRS AND MAINTEN	51.25	51.25
Total GREATAMERICA FINANCIAL SVCS:							51.25
HACH CHEMICAL COMPANY							
01/09/2025	97199	REAGENTS	14311164	600.8001.3170	CHEMICALS	263.67	263.67
Total HACH CHEMICAL COMPANY:							263.67
HEARTLAND TIRE							
01/09/2025	97200	TIRE MOUNTING GRADE	270030165	110.2107.2140	M/E REPAIRS	142.11	142.11
Total HEARTLAND TIRE:							142.11
HEIKES,MARYBETH							
01/09/2025	97201	4TH QTR ARTIST PAY	4TH QTR 20	040.4218.5700	PAID TO ARTIST	7.20	7.20
Total HEIKES,MARYBETH:							7.20
HELPS DRAIN CLEANING							
01/09/2025	97202	BLDG RRPS. CAMERA LI	11967	660.1508.2150	BUILDING REPAIRS AN	200.00	200.00
Total HELPS DRAIN CLEANING:							200.00
HENKEL CONSTRUCTION COMPANY							
01/09/2025	97203	FIRE STATION PROJECT	PAY 10 1231	015.1502.4510	BUILDING IMPROVEM	319,737.90	319,737.90
01/09/2025	97204	WILLOW CREEK RIVERW	PAY 8 12312	325.2101.4925	DESTINATION IOWA	227,135.50	227,135.50
Total HENKEL CONSTRUCTION COMPANY:							546,873.40
HIWAY TRUCK & EQUIPMENT							
01/09/2025	97205	#71 BOX	H25738	320.2107.4040	MOTOR EQUIPMENT	76,325.00	76,325.00
01/09/2025	97205	71 BELT LABOR	H25786	110.2107.2140	M/E REPAIRS	408.35	408.35
Total HIWAY TRUCK & EQUIPMENT:							76,733.35
HOBBY LOBBY							
01/09/2025	97206	CLASSROOM SUPPLIES	136634916	040.4215.3019	OFFICE SUPPLIES	29.05	29.05

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01/09/2025	97206	HOH SUPPLIES	136634916	040.4215.3140	OTHER SPECIAL EVEN	3.96	3.96
Total HOBBY LOBBY:							33.01
HOME LUMBER & BUILDERS							
01/09/2025	97207	2X10S	484837	020.4304.3110	MAINTENANCE MATER	117.00	117.00
01/09/2025	97207	LUMBER	485094	020.4306.2150	BUILDING REPAIRS AN	72.80	72.80
Total HOME LUMBER & BUILDERS:							189.80
HUBER SUPPLY COMPANY							
01/09/2025	97208	TANK LEASE	3194664	600.8002.3310	TOOLS AND SUPPLIES	130.20	130.20
01/09/2025	97208	CYLINDER RENTAL	3194665	110.2107.3044	M/E SUPPLIES	69.75	69.75
01/09/2025	97208	CYLINDER RENTAL	3194666	610.8121.3110	MAINTENANCE MATER	111.60	111.60
01/09/2025	97208	CYLINDER RENTAL	3194667	110.2107.3260	SHOP SUPPLIES	55.80	55.80
01/09/2025	97208	TANK LEASE	3194668	600.8002.3310	TOOLS AND SUPPLIES	27.90	27.90
01/09/2025	97208	CYLINDER RENTAL	3194669	600.8001.3990	MISCELLANEOUS EXP	40.30	40.30
01/09/2025	97208	MEDICAL OXYGEN DELIV	3195063	660.1509.3070	MEDICAL SUPPLIES	151.11	151.11
Total HUBER SUPPLY COMPANY:							586.66
HUMANA HEALTH CARE PLANS							
01/09/2025	97209	REFUND	MCFD20230	660.1507.5510	REFUND	127.99	127.99
Total HUMANA HEALTH CARE PLANS:							127.99
HUNT ELECTRIC, JIM							
01/09/2025	97210	TRAFFIC SIGNAL REPAIR	14966	110.2103.2360	TRAFFIC SIGNAL REP	2,113.22	2,113.22
Total HUNT ELECTRIC, JIM:							2,113.22
HUNTINGTON NATIONAL BANK, THE							
01/09/2025	97211	003-0694524-101 VIN #58	1420634	015.6900.3990	MISCELLANEOUS EXP	763.25	763.25
Total HUNTINGTON NATIONAL BANK, THE:							763.25
ICC INC							
01/09/2025	97212	ICC 2025 RENEWAL	Q15.0000270	010.1701.2030	DUES & PUBLICATION	170.00	170.00
Total ICC INC:							170.00
IDI							
01/09/2025	97213	USAGE	IN812092	010.1101.2100	INVESTIGATION FUND	76.00	76.00
Total IDI:							76.00
IOWA LOT STRIPING LLC							
01/09/2025	97214	SOUTHBRIDGE PARKING	6229	110.2101.4600	TRAFFIC SIGNALS	1,442.00	1,442.00
Total IOWA LOT STRIPING LLC:							1,442.00
KIBBLE EQUIPMENT LLC							
01/09/2025	97215	TRACTOR REPAIR	12302024	610.8121.2140	M/E REPAIRS	1,812.46	1,812.46
Total KIBBLE EQUIPMENT LLC:							1,812.46

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KIM, JULIE							
01/09/2025	97216	4TH QTR ARTIST PAY	4TH QTR 20	040.4218.5700	PAID TO ARTIST	21.00	21.00
Total KIM, JULIE:							21.00
KLINE, MARGIE							
01/09/2025	97217	4TH QTR ARTIST PAY	4TH QTR 20	040.4218.5700	PAID TO ARTIST	49.20	49.20
Total KLINE, MARGIE:							49.20
KREITZER, SCOTT							
01/09/2025	97218	PM RECERT APP FEE	1032025	660.1507.2080	EDUCATION AND TRAI	25.00	25.00
Total KREITZER, SCOTT:							25.00
LABCONCO CORPORATION							
01/09/2025	97219	LAB DISHWASHER PAR	K000000194	610.8121.3070	LABORATORY SUPPLI	513.93	513.93
Total LABCONCO CORPORATION:							513.93
LANDFILL OF NORTH IOWA							
01/09/2025	97220	LANDFILL CHARGES	37324	610.8121.2190	REPAIRS AND MAINTEN	638.25	638.25
Total LANDFILL OF NORTH IOWA:							638.25
LARSEN, JOHN							
01/09/2025	97221	4TH QTR ARTIST PAY	4TH QTR 20	040.4218.5700	PAID TO ARTIST	60.00	60.00
Total LARSEN, JOHN:							60.00
LEDOUX SIGNS							
01/09/2025	97222	BRONZE PLAQUE FOR S	20241335	070.4501.3990	MISCELLANEOUS EXP	571.00	571.00
Total LEDOUX SIGNS:							571.00
LEET, RICHARD							
01/09/2025	97223	4TH QTR ARTIST PAY	4TH QTR 20	040.4218.5700	PAID TO ARTIST	6.00	6.00
Total LEET, RICHARD:							6.00
LICKTEIG, RUTH							
01/09/2025	97224	4TH QTR ARTIST PAY	4TH QTR 20	040.4218.5700	PAID TO ARTIST	141.00	141.00
Total LICKTEIG, RUTH:							141.00
LIFE-ASSIST INC							
01/09/2025	97225	EMS SUPPLIES	1540791	660.1509.3070	MEDICAL SUPPLIES	211.63	211.63
01/09/2025	97225	EMS SUPPLIES	1541568	660.1509.3070	MEDICAL SUPPLIES	438.20	438.20
Total LIFE-ASSIST INC:							649.83
MACQUEEN EQUIPMENT INC							
01/09/2025	97226	NAME PATCH	P41251	010.1501.3035	OTHER SUPPLIES	104.63	104.63
Total MACQUEEN EQUIPMENT INC:							104.63

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MASON CITY FORD LINCOLN MERCURY							
01/09/2025	97227	CAR 4	6060489/1	010.1102.2140	M/E REPAIRS	2,051.69	2,051.69
01/09/2025	97227	CAR 12	6060872/1	010.1102.2140	M/E REPAIRS	1,984.67	1,984.67
Total MASON CITY FORD LINCOLN MERCURY:							4,036.36
MCKERVEY,CATHY							
01/09/2025	97228	4TH QTR ARTIST PAY	4TH QTR 20	040.4218.5700	PAID TO ARTIST	485.40	485.40
Total MCKERVEY,CATHY:							485.40
MCKINESS EXCAVATING							
01/09/2025	97229	BIKE PARK VALVE EXTEN	9076	600.8021.2050	CONTRACT LABOR	2,650.00	2,650.00
Total MCKINESS EXCAVATING:							2,650.00
MEDIACOM							
01/09/2025	97230	HDTV 8383960010027204	8383960010	650.8901.3035	OTHER SUPPLIES	15.72	15.72
Total MEDIACOM:							15.72
MENARDS							
01/09/2025	97231	FITTINGS TUBING	22659	600.8001.2190	REPAIRS AND MAINTENANCE	29.95	29.95
01/09/2025	97231	TUBING FITTINGS	22907	600.8001.2190	REPAIRS AND MAINTENANCE	3.06	3.06
01/09/2025	97231	FRONT DESK HEATER	22949	040.4203.2190	REPAIRS AND MAINTENANCE	59.99	59.99
01/09/2025	97231	NYLON FLAG SET	23269	070.4501.3019	OFFICE SUPPLIES	54.99	54.99
01/09/2025	97231	2316 ME SUPPLIES	23368	010.1503.3044	M/E SUPPLIES	43.93	43.93
01/09/2025	97231	BLDG. SUPPLIES	23368	010.1502.3035	OTHER SUPPLIES	14.97	14.97
01/09/2025	97231	CAMPGROUND	23603	020.4410.3130	CAMPGROUND SUPPL	41.58	41.58
01/09/2025	97231	SB MALL SUPPLIES	23909 01062	310.7537.3990	MISCELLANEOUS EXP	19.54	19.54
01/09/2025	97231	HIGHLAND MOTOR UPLLI	23947 01072	650.8908.3044	M/E SUPPLIES	368.77	368.77
01/09/2025	97231	SB MALL SUPPLIES	23959	310.7537.3990	MISCELLANEOUS EXP	2.51	2.51
01/09/2025	97231	SURGE PROTECTOR/TA	23964	600.8001.2190	REPAIRS AND MAINTENANCE	11.86	11.86
01/09/2025	97231	RACKING	23977	010.1103.2150	BUILDING REPAIRS AN	119.92	119.92
Total MENARDS:							771.07
MERCYONE MASON CITY							
01/09/2025	97232	REFUND	MAS-200426	660.1507.5510	REFUND	497.85	497.85
Total MERCYONE MASON CITY:							497.85
MERRITT COMPUTER SERVICE							
01/09/2025	97233	PLANT GEN.COMP. REPA	26368	610.8121.2190	REPAIRS AND MAINTENANCE	205.00	205.00
Total MERRITT COMPUTER SERVICE:							205.00
MICROBAC LABORATORIES INC							
01/09/2025	97234	LAB TESTING	NT2412868	610.8121.3070	LABORATORY SUPPLI	2,648.73	2,648.73
Total MICROBAC LABORATORIES INC:							2,648.73
MILLER, JAMES							
01/09/2025	97235	4TH QTR ARTIST PAY	4TH QTR 20	040.4218.5700	PAID TO ARTIST	61.80	61.80
Total MILLER, JAMES:							61.80

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
MIRACLE RECREATION EQUIP CO							
01/09/2025	97236	PLAYGROUND EQUIPME	884299	020.4304.4130	PLAYGROUND EQUIP	572.82	572.82
Total MIRACLE RECREATION EQUIP CO:							572.82
MULKEY, ALEXIS							
01/09/2025	97237	4TH QTR ARTIST PAY	4TH QTR 20	040.4218.5700	PAID TO ARTIST	61.80	61.80
Total MULKEY, ALEXIS:							61.80
MUNICIPAL FIRE AND POLICE							
01/09/2025	97238	CITY SHARE 1/10/25	01/10/2025	114.1101.5661	PAYMENT TO MFPRSI	34,246.40	34,246.40
01/09/2025	97238	CITY SHARE 1/10/25	01/10/2025	116.1501.5661	PAYMENT TO MFPRSI	23,118.99	23,118.99
01/09/2025	97238	CITY SHARE 1/10/25	01/10/2025	660.1507.5661	PAYMENT TO MFPRSI	7,141.77	7,141.77
Total MUNICIPAL FIRE AND POLICE:							64,507.16
NALCO CHEMICAL CO							
01/09/2025	97239	POLYMER	6603141021	610.8121.3170	CHEMICALS	12,381.93	12,381.93
Total NALCO CHEMICAL CO:							12,381.93
NAPA AUTO PARTS							
01/09/2025	97240	WASHER FLUID	433287	010.1102.2140	M/E REPAIRS	21.93	21.93
01/09/2025	97240	HIGHLAND MOTOR SUPP	433373	650.8908.3044	M/E SUPPLIES	36.24	36.24
Total NAPA AUTO PARTS:							58.17
NASSCO INC							
01/09/2025	97241	FLOOR STRIPPER	6505802	600.8001.2150	BUILDING REPAIRS AN	114.91	114.91
Total NASSCO INC:							114.91
NIACOG							
01/09/2025	97242	MONTHLY ADA PARATRA	41863	080.5801.2673	TRANSIT SUBSIDY	26,452.28	26,452.28
Total NIACOG:							26,452.28
NORTH CENTRAL INTERNATIONAL							
01/09/2025	97243	LABOR	R223003393:	110.2107.2140	M/E REPAIRS	185.90	185.90
01/09/2025	97243	PROGRAMMING	R223003396:	110.2107.2140	M/E REPAIRS	185.90	185.90
01/09/2025	97243	AXLE SEAL	X223018075:	110.2107.3044	M/E SUPPLIES	53.47	53.47
Total NORTH CENTRAL INTERNATIONAL:							425.27
NORTH IOWA BROADCASTING INC							
01/09/2025	97244	HOH ADVERTISING	24120749	040.4211.2020	ADVERTISING (GENER	64.00	64.00
01/09/2025	97244	HOH ADVERTISING	24120750	040.4211.2020	ADVERTISING (GENER	64.00	64.00
01/09/2025	97244	HOH ADVERTISING	24120751	040.4211.2020	ADVERTISING (GENER	64.00	64.00
01/09/2025	97244	OTC ADVERTISING	24120752	040.4211.2020	ADVERTISING (GENER	64.00	64.00
Total NORTH IOWA BROADCASTING INC:							256.00
ONE SOURCE							
01/09/2025	97245	BACKGRND CHECKS	2022166261	010.6401.2740	PROFESSIONAL SERV	184.00	184.00

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
Total ONE SOURCE:							184.00
OVERHEAD DOOR CO OF MASON CITY							
01/09/2025	97246	AMB OVERHEAD DOORS	167249-000	660.1508.2150	BUILDING REPAIRS AN	108.00	108.00
01/09/2025	97246	FIRE OVERHEAD DOOR	167249-000	010.1502.2150	BUILDING REPAIRS AN	105.60	105.60
Total OVERHEAD DOOR CO OF MASON CITY:							213.60
PACE, GAIL ANN							
01/09/2025	97247	4TH QTR ARTIST PAY	4TH QTR 20	040.4218.5700	PAID TO ARTIST	8.40	8.40
Total PACE, GAIL ANN:							8.40
PACKARD ELECTRIC							
01/09/2025	97248	15TH ST GENERATOR IN	45376	610.8121.2190	REPAIRS AND MAINTENANCE	5,472.95	5,472.95
Total PACKARD ELECTRIC:							5,472.95
PETERSON, CANDACE							
01/09/2025	97249	4TH QTR ARTIST PAY	4TH QTR 20	040.4218.5700	PAID TO ARTIST	30.00	30.00
Total PETERSON, CANDACE:							30.00
PETREE, TRAVIS							
01/09/2025	97250	REFUND	MCFD20240	660.1507.5510	REFUND	1,135.16	1,135.16
Total PETREE, TRAVIS:							1,135.16
PETRO BLEND CORP							
01/09/2025	97251	DEF	199450	820.9601.3260	SHOP SUPPLIES	719.24	719.24
Total PETRO BLEND CORP:							719.24
PETTY CASH-MUSEUM							
01/09/2025	97252	LAUNDRY DETERGENT	12172024	040.4203.2190	REPAIRS AND MAINTENANCE	13.35	13.35
Total PETTY CASH-MUSEUM:							13.35
PLUNKETTS PEST CONTROL INC							
01/09/2025	97253	SB MALL PEST CONTROL	8942427	310.7537.3990	MISCELLANEOUS EXP	113.50	113.50
Total PLUNKETTS PEST CONTROL INC:							113.50
PMI PROS INC							
01/09/2025	97254	SB MALL WEBSITE 02/3-	16889	310.7537.3990	MISCELLANEOUS EXP	59.00	59.00
Total PMI PROS INC:							59.00
PREMIER CLEANERS							
01/09/2025	97255	DRY CLEANING	12-020115	040.4216.3019	OFFICE SUPPLIES	18.50	18.50
01/09/2025	97255	DRY CLEANING	12-020141	040.4216.3019	OFFICE SUPPLIES	27.00	27.00
Total PREMIER CLEANERS:							45.50
QUILL CORPORATION							
01/09/2025	97256	CARD FILE	42069871	600.8042.3590	MATERIAL	65.98	65.98

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01/09/2025	97256	CHAIR	42115308	110.2105.3019	OFFICE SUPPLIES	142.74	142.74
01/09/2025	97256	PENS	42115551	010.1101.3019	OFFICE SUPPLIES	34.79	34.79
01/09/2025	97256	POST NOTES,NOTEBOO	42116023	600.8042.3590	MATERIAL	33.58	33.58
01/09/2025	97256	CARD FILE	42127827	110.2105.3019	OFFICE SUPPLIES	41.99	41.99
01/09/2025	97256	CARD FILE	42127827	600.8002.3019	OFFICE SUPPLIES	41.99	41.99
Total QUILL CORPORATION:							361.07
RELIANT FIRE APPARATUS INC							
01/09/2025	97257	2311 RPRS.	INV-IA-277	010.1503.2140	M/E REPAIRS	1,863.39	1,863.39
01/09/2025	97257	2341 RPRS.	INV-IA-278	010.1503.2140	M/E REPAIRS	151.13	151.13
Total RELIANT FIRE APPARATUS INC:							2,014.52
RINK-TEC INTERNATIONAL INC							
01/09/2025	97258	ARENA REPAIRS AND MA	5989	670.8923.2150	BUILDING REPAIRS AN	4,998.00	4,998.00
01/09/2025	97258	ARENA REPAIRS AND MA	5994	670.8923.2150	BUILDING REPAIRS AN	7,758.33	7,758.33
01/09/2025	97258	ARENA REPAIRS AND MA	5996	670.8923.2150	BUILDING REPAIRS AN	12,953.05	12,953.05
Total RINK-TEC INTERNATIONAL INC:							25,709.38
ROTARY CLUB OF MASON CITY, IA							
01/09/2025	97259	QUARTERLY DUES	3RD QTR DU	040.4211.3990	MISCELLANEOUS EXP	205.00	205.00
Total ROTARY CLUB OF MASON CITY, IA:							205.00
ROUTER12 NETWORKS LLC							
01/09/2025	97260	QUARTERLY WEBHOSTI	100093	040.4211.3990	MISCELLANEOUS EXP	45.00	45.00
Total ROUTER12 NETWORKS LLC:							45.00
RYDER TRANSPORTATION SERVICES							
01/09/2025	97261	FUEL CHARGES	JX0131	610.8121.3160	FUEL	12.03	12.03
Total RYDER TRANSPORTATION SERVICES:							12.03
SAMPSON, JIM							
01/09/2025	97262	4TH QTR ARTIST PAY	4TH QTR 20	040.4218.5700	PAID TO ARTIST	3.60	3.60
Total SAMPSON, JIM:							3.60
SBERAL, MATTHEW							
01/09/2025	97263	LODGING	01/14-01/16/	600.8002.2060	TRAVEL AND CONFER	366.40	366.40
01/09/2025	97263	REG: AGC STATE CONV	01/14-01/16/	600.8002.2060	TRAVEL AND CONFER	365.00	365.00
Total SBERAL, MATTHEW:							731.40
SEVERSON, LINDSEY							
01/09/2025	97264	4TH QTR ARTIST PAY	4TH QTR 20	040.4218.5700	PAID TO ARTIST	109.20	109.20
Total SEVERSON, LINDSEY:							109.20
STAR TRIBUNE							
01/09/2025	97265	PERIODICALS & SUBSCR	10743329 11.	030.4101.2260	PERIODICALS AND SU	59.83	59.83
Total STAR TRIBUNE:							59.83

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STEPLETON, JAMES							
01/09/2025	97266	SALT	121824	040.4203.2190	REPAIRS AND MAINTENANCE	7.49	7.49
Total STEPLETON, JAMES:							7.49
TELEFLEX LLC							
01/09/2025	97267	EMS SUPPLIES	9509395058	660.1509.3070	MEDICAL SUPPLIES	665.00	665.00
Total TELEFLEX LLC:							665.00
TOWNER, HELEN							
01/09/2025	97268	4TH QTR ARTIST PAY	4TH QTR 20	040.4218.5700	PAID TO ARTIST	14.40	14.40
Total TOWNER, HELEN:							14.40
TRUCK CENTER COMPANIES							
01/09/2025	97269	2321 RADIATOR RPRS.	RA30003080	010.1503.2140	M/E REPAIRS	2,782.24	2,782.24
Total TRUCK CENTER COMPANIES:							2,782.24
UNITED HEALTHCARE							
01/09/2025	97270	REFUND	MCFD20240	660.1507.5510	REFUND	162.77	162.77
Total UNITED HEALTHCARE:							162.77
UNITED RENTALS (NORTH AMERICA) INC							
01/09/2025	97271	ARENA EQUIPMENT REN	242529907-0	670.8923.2723	CONTRACTUAL AGREEMENT	626.42	626.42
Total UNITED RENTALS (NORTH AMERICA) INC:							626.42
USA BLUEBOOK							
01/09/2025	97272	LAB SUPPLIES	INV0057069	610.8121.3070	LABORATORY SUPPLIES	19.05	19.05
Total USA BLUEBOOK:							19.05
VANWALL EQUIPMENT							
01/09/2025	97273	OIL	6452815	610.8121.3044	M/E SUPPLIES	177.47	177.47
Total VANWALL EQUIPMENT:							177.47
VASKE, BARBARA							
01/09/2025	97274	4TH QTR ARTIST PAY	4TH QTR 20	040.4218.5700	PAID TO ARTIST	12.00	12.00
Total VASKE, BARBARA:							12.00
VESTIS							
01/09/2025	97275	RUGS	6340367315	110.2105.3060	SUPPLIES & LAUNDRY	292.59	292.59
01/09/2025	97275	UNIFORMS	6340367316	110.2105.3060	SUPPLIES & LAUNDRY	133.16	133.16
01/09/2025	97275	UNIFORMS	6340367317	600.8012.2410	UNIFORM RENTAL	102.98	102.98
01/09/2025	97275	UNIFORMS & MATS	6340367783	600.8001.3060	SUPPLIES & LAUNDRY	236.51	236.51
01/09/2025	97275	UNIFORMS & MATS	6340367795	610.8121.3060	SUPPLIES & LAUNDRY	200.14	200.14
01/09/2025	97275	RUGS	6340368474	010.6501.3060	SUPPLIES & LAUNDRY	33.10	33.10
Total VESTIS:							998.48
WALLACE HOLLAND KASTLER							
01/09/2025	97276	PROFESSIONAL SERVICE	53129	320.2101.4582	STREET DOT PROJECT	22,547.84	22,547.84

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01/09/2025	97276	PROFESSIONAL SERVIC	53216	325.2101.4925	DESTINATION IOWA	19,382.29	19,382.29
Total WALLACE HOLLAND KASTLER:							41,930.13
WASTE MANAGEMENT							
01/09/2025	97277	DUMPSTER RENTAL	6742265-051	020.4306.2740	PROFESSIONAL SERV	91.55	91.55
01/09/2025	97277	DUMPSTER RENTAL	6742336-051	600.8001.3175	FILTERS	155.54	155.54
Total WASTE MANAGEMENT:							247.09
WEBB WIRELESS LLC							
01/09/2025	97278	NEW RADIO FOR CEMET	1398	015.6900.4060	OFFICE EQUIPMENT	8,022.75	8,022.75
01/09/2025	97278	NEW RADIO FOR LIFT ST	1398	610.8123.2650	LIFT STATION R & M	8,022.74	8,022.74
Total WEBB WIRELESS LLC:							16,045.49
WEITZEL,PENNY							
01/09/2025	97279	4TH QTR ARTIST PAY	4TH QTR 20	040.4218.5700	PAID TO ARTIST	24.00	24.00
Total WEITZEL,PENNY:							24.00
WESTPHAL-MURPHY, KELLY							
01/09/2025	97280	4TH QTR ARTIST PAY	4TH QTR 20	040.4218.5700	PAID TO ARTIST	39.00	39.00
Total WESTPHAL-MURPHY, KELLY:							39.00
WHITE, CHRIS							
01/09/2025	97281	4TH QTR ARTIST PAY	4TH QTR 20	040.4218.5700	PAID TO ARTIST	51.00	51.00
Total WHITE, CHRIS:							51.00
WICKWIRE,SCOTT							
01/09/2025	97282	PM RECERT APP FEE	230913	660.1507.2080	EDUCATION AND TRAI	25.00	25.00
Total WICKWIRE,SCOTT:							25.00
Grand Totals:							1,025,770.35

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

Dated: _____

Approved by: _____

Report Criteria:

Report type: GL detail
 [Report] Invoice Number = {<>} "1478"

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
ALL STAR PRO GOLF							
01/16/2025	97309	HIGHLAND GOLF BAG TA	INV40105	650.8906.3035	OTHER SUPPLIES	912.23	912.23
Total ALL STAR PRO GOLF:							912.23
ALLIANT UTILITIES-IPC							
01/16/2025	97310	Fred Hanford Ball Diamond	0007941000	020.4304.2160	GAS & ELECTRICITY	50.76	50.76
01/16/2025	97310	Mason City Mult-Purpose	0187681292	670.8923.2160	GAS & ELECTRICITY	10,792.20	10,792.20
01/16/2025	97310	E State Shelter #1	0411441000	020.4304.2160	GAS & ELECTRICITY	26.21	26.21
01/16/2025	97310	Gazebo	0750901000	020.4304.2160	GAS & ELECTRICITY	28.24	28.24
01/16/2025	97310	1280 4TH ST SW SIGNAL	0812531530	010.2404.2180	ELECTRICITY	84.92	84.92
01/16/2025	97310	Campground mtr 2	0832811000	020.4304.2160	GAS & ELECTRICITY	27.51	27.51
01/16/2025	97310	601 5th/S Carolina Metere	0848398761	010.2404.2180	ELECTRICITY	70.08	70.08
01/16/2025	97310	1187 N ILLINOIS AVE	1035004743	010.1101.2160	SMART CITY/SAFE CIT	24.95	24.95
01/16/2025	97310	400 15th St NE A3 Well	1148990000	600.8001.2160	GAS & ELECTRICITY	664.50	664.50
01/16/2025	97310	1241 Moonstone Ct St Lite	1457522782	110.2301.2180	ELECTRICITY	67.93	67.93
01/16/2025	97310	Dam Motor	1541680000	110.2100.2160	GAS & ELECTRICITY	71.54	71.54
01/16/2025	97310	Back 9	1670821000	650.8906.2160	GAS & ELECTRICITY	506.34	506.34
01/16/2025	97310	1500 Elm Drive-Bike Park	1716547915	020.4304.2160	GAS & ELECTRICITY	1,348.21	1,348.21
01/16/2025	97310	Traffic Lights	1785215807	010.2404.2160	GAS & ELECTRICITY	274.02	274.02
01/16/2025	97310	221 S WASHINGTON AVE	1801882341	010.1101.2160	SMART CITY/SAFE CIT	24.20	24.20
01/16/2025	97310	River Heights Dr Foot Brid	1809443057	110.2301.2180	ELECTRICITY	43.90	43.90
01/16/2025	97310	Campground mtr 1	2101501000	020.4304.2160	GAS & ELECTRICITY	74.87	74.87
01/16/2025	97310	N Tenn Ball Diamonds	2160880000	020.4304.2160	GAS & ELECTRICITY	153.05	153.05
01/16/2025	97310	265th St. Welcome Sign	2427731000	110.2100.2160	GAS & ELECTRICITY	28.66	28.66
01/16/2025	97310	1082 15th St SW RR Park	2497721000	020.4304.2160	GAS & ELECTRICITY	87.28	87.28
01/16/2025	97310	23rd St BB	2777790000	020.4304.2160	GAS & ELECTRICITY	95.14	95.14
01/16/2025	97310	549 4TH ST NE	2813135935	320.2101.4580	STREET REHAB PROG	92.68	92.68
01/16/2025	97310	100 S Federal #117 Younk	3096803889	670.8923.2160	GAS & ELECTRICITY	2,609.97	2,609.97
01/16/2025	97310	17th Street NE Pump	3303251000	650.8906.2160	GAS & ELECTRICITY	25.71	25.71
01/16/2025	97310	Campground mtr 4	3412031000	020.4304.2160	GAS & ELECTRICITY	27.51	27.51
01/16/2025	97310	Well 14 Outside Building	4033721000	600.8001.2160	GAS & ELECTRICITY	5,129.38	5,129.38
01/16/2025	97310	RRC ICE ARENA (JC PEN	4127584598	670.8923.2160	GAS & ELECTRICITY	4,040.80	4,040.80
01/16/2025	97310	1090 15th SW Skate Park	4539931000	020.4304.2160	GAS & ELECTRICITY	133.35	133.35
01/16/2025	97310	Street Lights	4565151000	110.2301.2180	ELECTRICITY	19,481.27	19,481.27
01/16/2025	97310	G Hanford	4664980000	020.4304.2160	GAS & ELECTRICITY	51.91	51.91
01/16/2025	97310	Campground mtr 5	5209041000	020.4304.2160	GAS & ELECTRICITY	41.03	41.03
01/16/2025	97310	2300 S Massachusetts	5240190000	600.8001.2160	GAS & ELECTRICITY	4,709.35	4,709.35
01/16/2025	97310	221 5TH ST SW BLD B	5322490729	010.1103.2160	GAS & ELECTRICITY	113.27	113.27
01/16/2025	97310	221 5TH ST SW BLD B	5322490729	660.1508.2160	GAS & ELECTRICITY	28.32	28.32
01/16/2025	97310	Pits Lift Station 15th Street	5633890000	610.8123.2630	LIFT STATION ELECTR	885.22	885.22
01/16/2025	97310	Various Siren Location	5695241000	010.1301.2180	ELECTRICITY	41.54	41.54
01/16/2025	97310	Fire 80	5700551000	010.1502.2160	GAS & ELECTRICITY	3,438.38	3,438.38
01/16/2025	97310	Ambulance 20	5700551000	660.1508.2160	GAS & ELECTRICITY	859.59	859.59
01/16/2025	97310	Lot N	5815101000	630.8202.2180	ELECTRICITY	25.71	25.71
01/16/2025	97310	SB MALL 100 S FEDERAL	6050719410	310.7537.2160	GAS & ELECTRICITY	16,915.04	16,915.04
01/16/2025	97310	Well 14 S Kentucky	6423311000	600.8001.2160	GAS & ELECTRICITY	84.21	84.21
01/16/2025	97310	217 S Delaware Ave	6470035423	110.2301.2180	ELECTRICITY	213.85	213.85
01/16/2025	97310	Various Traffic Signals	6487651000	010.2404.2180	ELECTRICITY	1,118.67	1,118.67
01/16/2025	97310	Well 12	6648921000	600.8001.2160	GAS & ELECTRICITY	294.40	294.40
01/16/2025	97310	State Street Concession St	7018231000	020.4304.2160	GAS & ELECTRICITY	25.94	25.94
01/16/2025	97310	5 2nd Street NE Streetscap	7071831000	110.2301.2180	ELECTRICITY	521.10	521.10
01/16/2025	97310	115 N ILLINOIS STREET L	7307916411	110.2301.2180	ELECTRICITY	25.24	25.24

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01/16/2025	97310	Campground Bath Hse	7378011000	020.4304.2160	GAS & ELECTRICITY	1,957.92	1,957.92
01/16/2025	97310	Traffic Building	7576151000	010.2404.2160	GAS & ELECTRICITY	101.84	101.84
01/16/2025	97310	Street Lights	7696711000	110.2301.2180	ELECTRICITY	2,155.70	2,155.70
01/16/2025	97310	544 43rd Street Monroe Lig	7807269687	110.2301.2180	ELECTRICITY	84.92	84.92
01/16/2025	97310	Milligan Park	8083411000	020.4304.2160	GAS & ELECTRICITY	37.77	37.77
01/16/2025	97310	Swim Pool	8189911000	020.4490.2160	GAS & ELECTRICITY	683.25	683.25
01/16/2025	97310	5TH SW & N FEDERAL N	8309731608	010.2404.2180	ELECTRICITY	764.49	764.49
01/16/2025	97310	360 5th St SW	8509772075	110.2301.2180	ELECTRICITY	38.96	38.96
01/16/2025	97310	14251 Partridge Welcome	8876090000	110.2100.2160	GAS & ELECTRICITY	32.31	32.31
01/16/2025	97310	Campground Campstore	8961111000	020.4304.2160	GAS & ELECTRICITY	365.56	365.56
01/16/2025	97310	100 E State TR Mtr	8963551000	010.2404.2180	ELECTRICITY	75.52	75.52
01/16/2025	97310	221 5th SW Share Building	9046690000	010.1103.2160	GAS & ELECTRICITY	140.73	140.73
01/16/2025	97310	318 S DELAWARE AVE	9250303677	010.2404.2180	ELECTRICITY	179.47	179.47
01/16/2025	97310	543 43rd Street Wtr Tower	9264790000	600.8012.2160	GAS & ELECTRICITY	470.90	470.90
01/16/2025	97310	12 5th St NE St Lite MT	9347921000	110.2301.2180	ELECTRICITY	88.48	88.48
01/16/2025	97310	Campground mtr 3	9543590000	020.4304.2160	GAS & ELECTRICITY	27.51	27.51
01/16/2025	97310	1150 19th SW Bridge Lites	9564780000	110.2301.2180	ELECTRICITY	234.70	234.70
01/16/2025	97310	Main Lot	9624251000	630.8201.2180	ELECTRICITY	356.15	356.15
01/16/2025	97310	E Park Tennis	9676090000	020.4304.2160	GAS & ELECTRICITY	119.39	119.39
01/16/2025	97310	Highland Golf Course	9941701000	650.8906.2160	GAS & ELECTRICITY	606.31	606.31
Total ALLIANT UTILITIES-IPC:							83,999.83
ALL-STAR TALENT INC							
01/16/2025	97312	ADVERTISING	1569	010.6401.2022	ADVERTISING - CIVIL	250.00	250.00
Total ALL-STAR TALENT INC:							250.00
ANDERSON, JON H							
01/16/2025	97313	PARA RECERT APP FEE	IOWDPH015	660.1507.2080	EDUCATION AND TRAI	25.00	25.00
Total ANDERSON, JON H:							25.00
ARNOLD MOTOR SUPPLY							
01/16/2025	97314	BULBS	05NV137897	820.9601.3260	SHOP SUPPLIES	68.33	68.33
01/16/2025	97314	HIGHLAND MOTOR SUPP	05NV138127	650.8908.3044	M/E SUPPLIES	152.68	152.68
Total ARNOLD MOTOR SUPPLY:							221.01
ATLANTIC COCA-COLA BOTTLING CO							
01/16/2025	97315	ARENA CONCESSIONS	4949656	670.8923.3135	CONCESSION SUPPLI	227.70	227.70
Total ATLANTIC COCA-COLA BOTTLING CO:							227.70
BAUER BUILT TIRE CENTER							
01/16/2025	97316	TIRES	820088043	640.8305.3044	M/E SUPPLIES	2,727.02	2,727.02
Total BAUER BUILT TIRE CENTER:							2,727.02
BMC AGGREGATES L.C.							
01/16/2025	97317	SAND	219472	110.2115.3290	CINDERING AND SAN	5,208.04	5,208.04
Total BMC AGGREGATES L.C.:							5,208.04
BOILER & PRESSURE VESSEL INSPECTION							
01/16/2025	97318	BOILER INSPECTION	301467	010.1103.2150	BUILDING REPAIRS AN	80.00	80.00

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Total BOILER & PRESSURE VESSEL INSPECTION:							80.00
BOUND TREE MEDICAL LLC							
01/16/2025	97319	EMS SUPPLIES	85611622	660.1509.3070	MEDICAL SUPPLIES	443.93	443.93
01/16/2025	97319	EMS SUPPLIES	85622135	660.1509.3070	MEDICAL SUPPLIES	150.54	150.54
Total BOUND TREE MEDICAL LLC:							594.47
BROTHERS MARKET INC							
01/16/2025	97320	LAB SUPPLIES	124140	610.8121.3070	LABORATORY SUPPLI	13.18	13.18
01/16/2025	97320	LIGHTER	124192	610.8121.2190	REPAIRS AND MAINT	7.59	7.59
01/16/2025	97320	TRAINING	124204	010.1101.2080	EDUCATION AND TRAI	26.00	26.00
01/16/2025	97320	RECREATION YOUTH BB	124211	020.4408.3035	OTHER SUPPLIES	20.97	20.97
Total BROTHERS MARKET INC:							67.74
BRYANT TREE SERVICE							
01/16/2025	97321	TREE REMOVAL -DEMO	2172	010.1702.2550	DEMOLITIONS	6,750.00	6,750.00
Total BRYANT TREE SERVICE:							6,750.00
CDW GOVERNMENT INC							
01/16/2025	97322	ACER TRAVELMATE P4 L	AC24R7N	110.2105.2730	TECHNOLOGY EXPEN	1,104.92	1,104.92
Total CDW GOVERNMENT INC:							1,104.92
CENTRAL LOCK & KEY							
01/16/2025	97323	SB MALL DUP KEYS	120495	310.7537.3990	MISCELLANEOUS EXP	39.78	39.78
01/16/2025	97323	KEY	120501	600.8041.3060	SUPPLIES & LAUNDRY	4.00	4.00
Total CENTRAL LOCK & KEY:							43.78
CENTRALSQUARE TECHNOLOGIES LLC							
01/16/2025	97324	ZUERCHER FIELD OPS A	429265	010.1101.2110	COMPUTER EXPENSE	14,039.84	14,039.84
Total CENTRALSQUARE TECHNOLOGIES LLC:							14,039.84
CENTURYLINK							
01/16/2025	97325	PHONE	333515345 0	610.8121.2040	PHONE EXPENSE	132.00	132.00
01/16/2025	97325	PHONE	334019079 0	610.8121.2040	PHONE EXPENSE	76.00	76.00
01/16/2025	97325	PHONE	334111197 0	020.4490.2040	PHONE EXPENSE	70.03	70.03
Total CENTURYLINK:							278.03
CERRO GORDO COUNTY							
01/16/2025	97326	DISPATCH 28E AGREEM	JAN, FEB, M	010.1101.1995	DISPATCH 28E	219,101.70	219,101.70
Total CERRO GORDO COUNTY:							219,101.70
CHAMBER OF COMMERCE							
01/16/2025	97327	STATE OF NI	7061344327	010.1101.2080	EDUCATION AND TRAI	25.00	25.00
Total CHAMBER OF COMMERCE:							25.00
COLUMN SOFTWARE PBC							
01/16/2025	97328	GLOBE	1ACBCB4B-	010.6900.2790	LEGAL PUBLICATIONS	42.48	42.48

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01/16/2025	97328	GLOBE	1ACBCB4B-	010.6900.2790	LEGAL PUBLICATIONS	66.08	66.08
01/16/2025	97328	GLOBE	1ACBCB4B-	010.6900.2790	LEGAL PUBLICATIONS	103.04	103.04
01/16/2025	97328	GLOBE	1ACBCB4B-	010.6900.2790	LEGAL PUBLICATIONS	264.29	264.29
01/16/2025	97328	GLOBE	1ACBCB4B-	010.6900.2790	LEGAL PUBLICATIONS	151.03	151.03
Total COLUMN SOFTWARE PBC:							626.92
CONNECTIONS INC EAP							
01/16/2025	97329	EAP FEES JANUARY 202	39051	010.6401.3990	MISCELLANEOUS EXP	728.64	728.64
Total CONNECTIONS INC EAP:							728.64
CONTROL PRINT							
01/16/2025	97330	BUSINESS CARDS - KYL	21584	010.1701.3560	PRINTED SUPPLIES	30.00	30.00
Total CONTROL PRINT:							30.00
COOKE CO,JP							
01/16/2025	97331	2025 ANIMAL TAGS	866312	010.6101.3035	OTHER SUPPLIES	112.31	112.31
Total COOKE CO,JP:							112.31
COTTINGHAM & BULTER							
01/16/2025	97332	PROFESSIONAL SERVIC	389272	010.6401.2740	PROFESSIONAL SERV	5,250.00	5,250.00
Total COTTINGHAM & BULTER:							5,250.00
D & D SALES							
01/16/2025	97333	ADULT SOFTBALL PLAQU	2745T	530.4401.3035	OTHER SUPPLIES	224.00	224.00
Total D & D SALES:							224.00
DAHLEY,JUDITH KAY							
01/16/2025	97334	PROF SRVC - TRANSCRI	01072025	010.6204.2740	PROFESSIONAL SERV	78.30	78.30
Total DAHLEY,JUDITH KAY:							78.30
DECKER SPORTING GOODS							
01/16/2025	97335	RECREATION YOUTH SHI	AAN032557-	020.4408.3035	OTHER SUPPLIES	3,144.00	3,144.00
01/16/2025	97335	RECREATION YOUTH SHI	AAN032627-	020.4408.3035	OTHER SUPPLIES	114.00	114.00
01/16/2025	97335	RECREATION YOUTH SHI	AAN032628-	020.4408.3035	OTHER SUPPLIES	132.00	132.00
01/16/2025	97335	RECREATION YOUTH SHI	AAN032631-	020.4408.3035	OTHER SUPPLIES	80.00	80.00
01/16/2025	97335	RECREATION YOUTH SHI	AAN032707-	020.4408.3035	OTHER SUPPLIES	110.00	110.00
Total DECKER SPORTING GOODS:							3,580.00
DUET RESOURCE GROUP							
01/16/2025	97336	STATION FURNITURE-20	13481	015.1502.4510	BUILDING IMPROVEM	81,828.63	81,828.63
Total DUET RESOURCE GROUP:							81,828.63
ECHO GROUP INC							
01/16/2025	97337	SB MALL-LIGHTS	S010928561	310.7537.3990	MISCELLANEOUS EXP	188.25	188.25
Total ECHO GROUP INC:							188.25

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EMSLRC							
01/16/2025	97338	CPR CARDS	49460	010.1101.2080	EDUCATION AND TRAI	51.00	51.00
Total EMSLRC:							51.00
ENTERPRISE FM TRUST							
01/16/2025	97339	11 LEASED VEHICLES-DE	FBN5237841	015.6900.3990	MISCELLANEOUS EXP	12,080.89	12,080.89
Total ENTERPRISE FM TRUST:							12,080.89
EOCENE ENVIRONMENTAL GROUP INC							
01/16/2025	97340	BROWNFIELD ASSESSM	13-36180	142.5910.2740	PROFESSIONAL SERV	5,028.01	5,028.01
01/16/2025	97340	BROWNFIELD ASSESSM	35173	142.5910.2740	PROFESSIONAL SERV	19,787.73	19,787.73
Total EOCENE ENVIRONMENTAL GROUP INC:							24,815.74
FASTENAL COMPANY							
01/16/2025	97341	EYE WASH	333351	110.2105.3770	SAFETY EXPENSE	17.93	17.93
Total FASTENAL COMPANY:							17.93
FEDERAL FIRE EQUIPMENT COMPANY							
01/16/2025	97342	ANNUAL FIRE EXTINGUI	20332	610.8121.2190	REPAIRS AND MAINT	750.00	750.00
Total FEDERAL FIRE EQUIPMENT COMPANY:							750.00
FEDEX							
01/16/2025	97343	EVIDENCE POSTAGE	8-735-09767	010.1101.3990	MISCELLANEOUS EXP	15.89	15.89
Total FEDEX:							15.89
FIRST CITIZENS NATIONAL BANK							
01/16/2025	97344	HSA MAINT FEE	1016 JANUA	800.9401.5265	HEALTH CARE CLAIMS	500.76	500.76
Total FIRST CITIZENS NATIONAL BANK:							500.76
GODFATHERS PIZZA							
01/16/2025	97345	PIZZA: MENTORING	332	010.3900.3990	MISCELLANEOUS EXP	78.99	78.99
01/16/2025	97345	SERVICE AWARDS	333 010625	010.6401.3880	EMPLOYEE RECOGNI	619.31	619.31
Total GODFATHERS PIZZA:							698.30
GUARDIAN ALLIANCE TECHNOLOGY INC							
01/16/2025	97346	SOCIAL MEDIA SCREENI	24038	010.1101.2110	COMPUTER EXPENSE	190.00	190.00
01/16/2025	97346	SOCIAL MEDIA SCREENI	25200	010.1101.2110	COMPUTER EXPENSE	40.00	40.00
Total GUARDIAN ALLIANCE TECHNOLOGY INC:							230.00
HEARTLAND TIRE							
01/16/2025	97347	OIL CHANGE - TRUCK 23	270030216	010.1907.2140	M/E REPAIRS	95.49	95.49
Total HEARTLAND TIRE:							95.49
HERMEL, A H							
01/16/2025	97348	ARENA CONCESSIONS	4093:483882	670.8923.3135	CONCESSION SUPPLI	263.40	263.40

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Total HERMEL, A H:							263.40
HEWETT WHOLESALE INC							
01/16/2025	97349	ARENA CONCESSIONS	218094	670.8923.3135	CONCESSION SUPPLI	292.12	292.12
Total HEWETT WHOLESALE INC:							292.12
HUBER SUPPLY COMPANY							
01/16/2025	97350	HIGHLAND SHOP SUPPLI	3194460	650.8908.3044	M/E SUPPLIES	20.15	20.15
01/16/2025	97350	MEDICAL OXYGEN DELIV	3195743	660.1509.3070	MEDICAL SUPPLIES	98.43	98.43
01/16/2025	97350	SAW BLADES	3196431	010.1502.3035	OTHER SUPPLIES	68.17	68.17
Total HUBER SUPPLY COMPANY:							186.75
HY-VEE 1413							
01/16/2025	97351	GIFT CARDS	4881942094	010.6105.3120	VOLUNTEER COORDI	390.00	390.00
01/16/2025	97351	EMPLOYEE REC	4882073432	010.6401.3880	EMPLOYEE RECOGNI	85.95	85.95
01/16/2025	97351	VOL LUNCHEON	4882132172	010.6105.3120	VOLUNTEER COORDI	70.00	70.00
Total HY-VEE 1413:							545.95
HY-VEE WEST 1410							
01/16/2025	97352	WELLNESS	5800012826	010.6401.1260	WELLNESS PROGRAM	27.83	27.83
Total HY-VEE WEST 1410:							27.83
I & S GROUP INC							
01/16/2025	97353	DESTINATION IOWA	113636	325.2101.4925	DESTINATION IOWA	4,012.50	4,012.50
Total I & S GROUP INC:							4,012.50
INTERSTATE ALL BATTERY CENTER							
01/16/2025	97354	UPS BATTERIES	1926001013	600.8001.2190	REPAIRS AND MAINT	52.60	52.60
Total INTERSTATE ALL BATTERY CENTER:							52.60
IOWA PRISON INDUSTRIES							
01/16/2025	97355	ACADEMY UNIFORMS	384412	010.1101.3990	MISCELLANEOUS EXP	230.00	230.00
01/16/2025	97355	ACADEMY UNIFORMS	384413	010.1101.3990	MISCELLANEOUS EXP	230.00	230.00
01/16/2025	97355	ACADEMY UNIFORMS	384420	010.1101.3990	MISCELLANEOUS EXP	230.00	230.00
Total IOWA PRISON INDUSTRIES:							690.00
J & J MACHINING WELDING							
01/16/2025	97356	STEEL	85208	610.8121.3110	MAINTENANCE MATER	24.00	24.00
Total J & J MACHINING WELDING:							24.00
JACK'S UNIFORMS & EQUIPMENT							
01/16/2025	97357	UNIFORMS	116977C	010.1101.3990	MISCELLANEOUS EXP	66.89	66.89
Total JACK'S UNIFORMS & EQUIPMENT:							66.89
KLIPPING, MERLE							
01/16/2025	97358	MEAL REIMBURSEMENT	269877	600.8002.2060	TRAVEL AND CONFER	6.43	6.43
01/16/2025	97358	MEAL REIMBURSEMENT	269880	600.8002.2060	TRAVEL AND CONFER	2.67	2.67

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Total KLIPPING, MERLE:							9.10
LANDFILL OF NORTH IOWA							
01/16/2025	97359	DECEMBER LANDFILL	37314	640.8301.2570	LANDFILL USE CHARG	17,538.76	17,538.76
01/16/2025	97359	TIRES	37320	640.8301.2570	LANDFILL USE CHARG	95.04	95.04
01/16/2025	97359	TIRES	37325	640.8301.2570	LANDFILL USE CHARG	202.00	202.00
Total LANDFILL OF NORTH IOWA:							17,835.80
LESSIN SURPLY CO							
01/16/2025	97360	BEARINGS	1-6386	610.8121.3110	MAINTENANCE MATER	52.58	52.58
Total LESSIN SUPPLY CO:							52.58
LIFE-ASSIST INC							
01/16/2025	97361	EMS SUPPLIES (EVALUA	1531794	660.1509.3070	MEDICAL SUPPLIES	403.95	403.95
01/16/2025	97361	EMS SUPPLIES	1542492	660.1509.3070	MEDICAL SUPPLIES	208.15	208.15
01/16/2025	97361	EMS SUPPLIES (EVALUA	1543175	660.1509.3070	MEDICAL SUPPLIES	403.95-	403.95-
Total LIFE-ASSIST INC:							208.15
M C COMMUNITY SCHOOL DIST							
01/16/2025	97362	GYM RENTAL	2450-25	020.4408.2470	CUSTODIAN EXPENSE	75.00	75.00
Total M C COMMUNITY SCHOOL DIST:							75.00
MAC NIDER MUSEUM							
01/16/2025	97363	DECEMBER CC FEES	DECEMBER	040.4211.2448	CREDIT CARD SERVIC	106.47	106.47
01/16/2025	97363	DECEMBER ONLINE CC	DECEMBER	040.4211.2448	CREDIT CARD SERVIC	102.71	102.71
Total MAC NIDER MUSEUM:							209.18
MACQUEEN EQUIPMENT INC							
01/16/2025	97364	HYDRO CYL	P24327	640.8305.3044	M/E SUPPLIES	1,567.93	1,567.93
Total MACQUEEN EQUIPMENT INC:							1,567.93
MAKI, ERIC							
01/16/2025	97365	PARA RECERT APP FEE	IOWDPH015	660.1507.2080	EDUCATION AND TRAI	25.00	25.00
Total MAKI, ERIC:							25.00
MARCO INC							
01/16/2025	97366	RECREATION COPIER C	INV1297984	020.4401.3035	OTHER SUPPLIES	92.38	92.38
01/16/2025	97366	COPIES	INV1335917	600.8001.3990	MISCELLANEOUS EXP	101.38	101.38
Total MARCO INC:							193.76
MASON CITY PUBLIC UTILITIES							
01/16/2025	97367	SB MALL UTILITIES	280-0490-03	310.7537.2162	WATER/SEWER UTILIT	268.54	268.54
01/16/2025	97367	SB MALL UTILITIES	280-0550-03	310.7537.2162	WATER/SEWER UTILIT	518.16	518.16
01/16/2025	97367	SB MALL UTILITIES	280-0600-03	310.7537.2162	WATER/SEWER UTILIT	268.54	268.54
01/16/2025	97367	SB MALL UTILITIES	280-0650-03	310.7537.2162	WATER/SEWER UTILIT	367.97	367.97
01/16/2025	97367	ARENA UTILITIES	280-0660-01	670.8923.2160	GAS & ELECTRICITY	1,506.46	1,506.46

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Total MASON CITY PUBLIC UTILITIES:							2,929.67
MICROBAC LABORATORIES INC							
01/16/2025	97368	WATER SAMPLES	NT2411074	600.8001.3990	MISCELLANEOUS EXP	175.00	175.00
01/16/2025	97368	WATER SAMPLES	NT2500244	600.8001.3990	MISCELLANEOUS EXP	87.50	87.50
01/16/2025	97368	WATER SAMPLES	NT2500247	600.8001.3990	MISCELLANEOUS EXP	87.50	87.50
Total MICROBAC LABORATORIES INC:							350.00
MID-STATES ORGANIZED CRIME INF							
01/16/2025	97369	MOCIC MEMBERSHIP	0250968-IN	010.1101.2030	DUES & PUBLICATION	200.00	200.00
Total MID-STATES ORGANIZED CRIME INF:							200.00
MILLER & SONS GOLF							
01/16/2025	97370	HIGHLAND CART REPAIR	M34820	650.8908.2140	M/E REPAIRS	83.65	83.65
Total MILLER & SONS GOLF:							83.65
MTI DISTRIBUTING INC							
01/16/2025	97371	HIGHLAND MOTOR EQUI	1458929-00	650.8908.2140	M/E REPAIRS	29.92	29.92
01/16/2025	97371	HIGHLAND MOTOR EQUI	1459832-00	650.8908.2140	M/E REPAIRS	34.56	34.56
Total MTI DISTRIBUTING INC:							64.48
NAPA AUTO PARTS							
01/16/2025	97372	OIL FILTER	430647	010.1102.2140	M/E REPAIRS	62.68	62.68
01/16/2025	97372	ABRASIVES	433559	820.9601.3310	TOOLS AND SUPPLIES	10.23	10.23
01/16/2025	97372	HIGHLAND MOTOR SUPP	433669	650.8908.3044	M/E SUPPLIES	5.22	5.22
Total NAPA AUTO PARTS:							78.13
NASSCO INC							
01/16/2025	97373	BATH TISSUE, TOWELS,	6508224	600.8042.3590	MATERIAL	314.60	314.60
01/16/2025	97373	TRASH BAGS	6508676	600.8042.3590	MATERIAL	116.38	116.38
Total NASSCO INC:							430.98
NELSON SEPTIC SERVICES LLC							
01/16/2025	97374	PORTABLE RESTROOM	10714	020.4304.2740	PROFESSIONAL SERV	615.00	615.00
Total NELSON SEPTIC SERVICES LLC:							615.00
NIACOG							
01/16/2025	97375	ADA BOOKLETS	41870	080.5801.2674	ADA BOOKLETS	70.00	70.00
01/16/2025	97375	BUS MAINTENANCE (DE	41877	080.5802.2140	M/E REPAIRS	8,538.93	8,538.93
Total NIACOG:							8,608.93
NORTH CENTRAL INTERNATIONAL							
01/16/2025	97376	EGR VALVE REPLACEME	R223003493:	110.2107.2140	M/E REPAIRS	1,595.74	1,595.74
01/16/2025	97376	BRAKE PARTS 51	X223018186:	110.2107.3044	M/E SUPPLIES	194.59	194.59
Total NORTH CENTRAL INTERNATIONAL:							1,790.33

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NORTH IOWA COOPERATIVE							
01/16/2025	97377	PEST CONTROL	0110707	610.8121.3170	CHEMICALS	87.12	87.12
Total NORTH IOWA COOPERATIVE:							87.12
O'HERRON CO INC, RAY							
01/16/2025	97378	HAMMARSTEDT VEST	2363650	015.1103.4090	EQUIPMENT	1,046.99	1,046.99
01/16/2025	97378	UNIFORMS	2387356	010.1101.3990	MISCELLANEOUS EXP	284.38	284.38
01/16/2025	97378	UNIFORMS	2387581	010.1101.3990	MISCELLANEOUS EXP	1,046.99	1,046.99
01/16/2025	97378	UNIFORMS	2387611	010.1101.3990	MISCELLANEOUS EXP	38.15	38.15
Total O'HERRON CO INC, RAY:							2,416.51
O'REILLY AUTO PARTS							
01/16/2025	97379	FLOOR MATS	146341	640.8305.3770	SAFETY EXPENSE	29.39	29.39
01/16/2025	97379	TGAL. ANTIFREEZE	295919	610.8121.3110	MAINTENANCE MATER	79.73	79.73
Total O'REILLY AUTO PARTS:							109.12
OVERHEAD DOOR CO OF MASON CITY							
01/16/2025	97380	GARAGE DOOR	167297-000	010.1103.2150	BUILDING REPAIRS AN	1,264.00	1,264.00
01/16/2025	97380	AMB OVERHEAD DOOR	167377-000	660.1508.2150	BUILDING REPAIRS AN	2,815.80	2,815.80
Total OVERHEAD DOOR CO OF MASON CITY:							4,079.80
PACKARD ELECTRIC							
01/16/2025	97381	15TH ST LIFT STATION G	45377	613.8125.4199	EQUIPMENT	43,700.00	43,700.00
Total PACKARD ELECTRIC:							43,700.00
PERFORMANCE FOODSERVICE							
01/16/2025	97382	CHILDCARE SUPPLIES	867482	020.4408.3035	OTHER SUPPLIES	701.86	701.86
Total PERFORMANCE FOODSERVICE:							701.86
PETRO BLEND CORP							
01/16/2025	97383	INJECTOR CLEANER	199485	110.2107.3044	M/E SUPPLIES	23.54	23.54
Total PETRO BLEND CORP:							23.54
PISCHEL, MIKELA							
01/16/2025	97384	DAMAGE DEPOSIT	35574	040.4202.5510	REFUND	150.00	150.00
Total PISCHEL, MIKELA:							150.00
PLUMB SUPPLY							
01/16/2025	97385	TOOLS	S100695821.	610.8121.3310	TOOLS AND SUPPLIES	24.99	24.99
01/16/2025	97385	PIPE CEMENT	S100814231.	610.8121.3110	MAINTENANCE MATER	62.79	62.79
Total PLUMB SUPPLY:							87.78
PLUNKETTS PEST CONTROL INC							
01/16/2025	97386	HIGHLAND PEST CONTR	8967210	650.8906.3035	OTHER SUPPLIES	22.72	22.72
01/16/2025	97386	HIGHLAND PEST CONTR	8968024	650.8906.3035	OTHER SUPPLIES	69.00	69.00
Total PLUNKETTS PEST CONTROL INC:							91.72

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PRESTIGE FLAG							
01/16/2025	97387	HIGHLAND MAINTENANC	748565	650.8904.3110	MAINTENANCE MATER	1,015.22	1,015.22
Total PRESTIGE FLAG:							1,015.22
PRINTING SERVICES INC.							
01/16/2025	97388	WINTER FLIER	4454 BALAN	040.4215.2020	ADVERTISING (GENER	753.14	753.14
01/16/2025	97388	TRAVEL REQUEST FORM	4487	010.6401.3019	OFFICE SUPPLIES	142.00	142.00
Total PRINTING SERVICES INC.:							895.14
QUILL CORPORATION							
01/16/2025	97389	BATTERY BACKUP	42108332	600.8042.3590	MATERIAL	104.42	104.42
01/16/2025	97389	PAPER PLATES	42121753	010.6206.3019	OFFICE SUPPLIES	100.99	100.99
Total QUILL CORPORATION:							205.41
RATZLAFF, DAVID							
01/16/2025	97390	REFUND-PRF 7	MCFD20230	660.1507.5510	REFUND	290.00	290.00
Total RATZLAFF, DAVID:							290.00
RELIANT FIRE APPARATUS INC							
01/16/2025	97391	2321 LADDER REPAIRS	INV-IA-306	010.1503.2140	M/E REPAIRS	5,362.55	5,362.55
Total RELIANT FIRE APPARATUS INC:							5,362.55
RIVER CITY AUTO SUPPLY							
01/16/2025	97392	2306 BATTERY	920631	010.1503.2140	M/E REPAIRS	209.60	209.60
Total RIVER CITY AUTO SUPPLY:							209.60
RIVER CITY COMMUNICATIONS							
01/16/2025	97393	RECREATION OFFICE EQ	105612	020.4401.2720	OFFICE EQUIPMENT M	54.00	54.00
01/16/2025	97393	NORRIS SECURITY MONI	105615	535.4401.2740	PROFESSIONAL SERV	32.00	32.00
01/16/2025	97393	NORRIS SECURITY MONI	105616	535.4401.2740	PROFESSIONAL SERV	12.00	12.00
Total RIVER CITY COMMUNICATIONS:							98.00
RSM US LLP							
01/16/2025	97394	MCI-MITS MONTHLY FEE F	CI-10812293	015.6900.4060	OFFICE EQUIPMENT	3,166.00	3,166.00
01/16/2025	97394	MCI-MITS T&M/OOS SER	CI-10817186	015.6900.4060	OFFICE EQUIPMENT	1,296.75	1,296.75
01/16/2025	97394	GIS SSL LICENSE TROUB	CI-10817281	015.6900.4060	OFFICE EQUIPMENT	1,860.00	1,860.00
01/16/2025	97394	TROUBLESHOOT ZUERC	CI-10820877	015.6900.4060	OFFICE EQUIPMENT	3,740.63	3,740.63
Total RSM US LLP:							10,063.38
RUEHLOW, MARK							
01/16/2025	97395	MEAL REIMBURSEMENT	269875	600.8002.2060	TRAVEL AND CONFER	9.65	9.65
Total RUEHLOW, MARK:							9.65
SAFEBUILT LLC							
01/16/2025	97396	SAFEBUILT - REMOTE SI	1129527	010.1701.2740	PROFESSIONAL SERV	800.00	800.00
Total SAFEBUILT LLC:							800.00

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SALVATION ARMY							
01/16/2025	97397	GYM RENTAL	NOVEMBER	020.4408.2470	CUSTODIAN EXPENSE	1,190.00	1,190.00
Total \$SALVATION ARMY:							1,190.00
SBERAL, MATTHEW							
01/16/2025	97398	MEAL REIMBURSEMENT	269878	600.8002.2060	TRAVEL AND CONFER	10.72	10.72
01/16/2025	97398	FUEL	759973	600.8002.3750	FUEL	175.00	175.00
Total \$SBERAL, MATTHEW:							185.72
SCHOLL, MARK							
01/16/2025	97399	REFUND-PRF 7	MCFD20240	660.1507.5510	REFUND	275.85	275.85
Total \$SCHOLL, MARK:							275.85
SCHUMACHER ELEVATOR CO							
01/16/2025	97400	ELEVATOR MAINTENANC	90636044	040.4203.2201	ELAVATOR MAINTENA	2,050.00	2,050.00
01/16/2025	97400	ELEVATOR MAINTENANC	90636044	040.4223.2201	ELAVATOR MAINTENA	673.88	673.88
Total \$SCHUMACHER ELEVATOR CO:							2,723.88
SPECTRUM GROUP, THE							
01/16/2025	97401	GARBAGE STICKERS	19449	640.8305.3990	MISCELLANEOUS EXP	5,475.00	5,475.00
Total \$SPECTRUM GROUP, THE:							5,475.00
STRYKER SALES CORP							
01/16/2025	97402	LUCAS EMS SUPPLIES	9208113424	660.1509.3070	MEDICAL SUPPLIES	463.06	463.06
01/16/2025	97402	COT REPAIR PARTS	9208123647	660.1509.3044	M/E SUPPLIES	29.00	29.00
Total \$STRYKER SALES CORP:							492.06
TELL CONSTRUCTION							
01/16/2025	97403	PAY 3 515 N MADISON AV	PAY 3 515 N	315.5917.2911	GRANT PAYMENTS-HO	43,050.00	43,050.00
Total \$TELL CONSTRUCTION:							43,050.00
THATCHER POOLS & SPAS							
01/16/2025	97404	SAUNA PROJECT - CIP 2	011425	015.1502.4510	BUILDING IMPROVEM	34,152.00	34,152.00
Total \$THATCHER POOLS & SPAS:							34,152.00
TICKETSEARCH NORTH AMERICA LLC							
01/16/2025	97405	ARENA TICKET SALES	2176	670.8923.2723	CONTRACTUAL AGRE	100.00	100.00
Total \$TICKETSEARCH NORTH AMERICA LLC:							100.00
TOTAL FILTRATION SERVICES INC							
01/16/2025	97406	FILTERS	2757758-00	600.8001.3175	FILTERS	13,355.25	13,355.25
TOTAL FILTRATION SERVICES INC:							13,355.25
TREASURER STATE OF IOWA							
01/16/2025	97407	SALES TAX	1-17-008980	040.4220.2540	SALES TAX	1,425.19	1,425.19

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Total TREASURER STATE OF IOWA:							1,425.19
TRUCK CENTER COMPANIES							
01/16/2025	97408	2341 COOLANT RPR	RA30003164	010.1503.2140	M/E REPAIRS	1,627.43	1,627.43
Total TRUCK CENTER COMPANIES:							1,627.43
UNITED RENTALS (NORTH AMERICA) INC							
01/16/2025	97409	LIFT PARTS	242872601-0	110.2107.3044	M/E SUPPLIES	196.41	196.41
Total UNITED RENTALS (NORTH AMERICA) INC:							196.41
VANWALL EQUIPMENT							
01/16/2025	97410	HIGHLAND MOTOR SUPP	6454088	650.8908.3044	M/E SUPPLIES	526.01	526.01
Total VANWALL EQUIPMENT:							526.01
VESTIS							
01/16/2025	97411	HIGHLAND CLUBHOUSE	6340329900	650.8906.3035	OTHER SUPPLIES	135.38	135.38
01/16/2025	97411	UNIFORMS & MATS	6340356600	610.8121.3060	SUPPLIES & LAUNDRY	203.14	203.14
01/16/2025	97411	UNIFORMS	6340367318	640.8305.2410	UNIFORM RENTAL	116.58	116.58
01/16/2025	97411	UNIFORMS & MATS	6340370598	600.8001.3060	SUPPLIES & LAUNDRY	146.78	146.78
Total VESTIS:							601.88
VIKING COMPUTER PARTS INC							
01/16/2025	97412	ADDITIONAL MEMORY	154443	010.6202.3019	OFFICE SUPPLIES	107.00	107.00
Total VIKING COMPUTER PARTS INC:							107.00
VISA							
01/16/2025	97413	AUTHORIZE.NET	012625 3702	670.8921.3990	MISCELLANEOUS EXP	30.00	30.00
01/16/2025	97413	CARDS	012625 3702	020.4408.3035	OTHER SUPPLIES	29.38	29.38
01/16/2025	97413	CLEANER	012625 3702	650.8906.3135	CONCESSION SUPPLI	29.69	29.69
01/16/2025	97413	FUNNEL	012625 3702	650.8908.3044	M/E SUPPLIES	42.09	42.09
01/16/2025	97413	FILTERS	012625 3702	650.8906.3135	CONCESSION SUPPLI	95.95	95.95
01/16/2025	97413	ZOOM	012625 3702	020.5680.3990	MISCELLANEOUS EXP	63.99	63.99
01/16/2025	97413	CHRISTMAS CANDY	012625 3702	020.4408.3035	OTHER SUPPLIES	160.20	160.20
01/16/2025	97413	SALES TAX CREDIT	012625 3702	670.8921.2740	PROFESSIONAL SERV	34.30	34.30
01/16/2025	97414	OFFICE SUPPLIES	012625 3710	010.6204.3019	OFFICE SUPPLIES	35.28	35.28
01/16/2025	97414	ZOOM	012625 3710	010.5680.3990	MISCELLANEOUS EXP	144.97	144.97
01/16/2025	97415	PE LICENSE: RAHM	012625 3728	010.2601.2030	DUES & PUBLICATION	100.00	100.00
01/16/2025	97416	TIRE MAINT	012625 3736	010.1503.2140	M/E REPAIRS	30.02	30.02
01/16/2025	97416	BATTERIES	012625 3736	660.1508.2150	BUILDING REPAIRS AN	94.98	94.98
01/16/2025	97416	SHOP TOWELS	012625 3736	010.1502.2150	BUILDING REPAIRS AN	24.99	24.99
01/16/2025	97416	POST IT NOTES	012625 3736	010.1501.3019	OFFICE SUPPLIES	15.19	15.19
01/16/2025	97416	KEY CHAINS	012625 3736	660.1509.3044	M/E SUPPLIES	18.94	18.94
01/16/2025	97416	PHONE HANDSET CORD	012625 3736	010.1501.3019	OFFICE SUPPLIES	34.52	34.52
01/16/2025	97416	LABEL MAKER TAPE	012625 3736	660.1507.3019	OFFICE SUPPLIES	30.88	30.88
01/16/2025	97416	CHARGE CORD	012625 3736	660.1509.3044	M/E SUPPLIES	8.99	8.99
01/16/2025	97416	TIRE MAINT	012625 3736	010.1503.2140	M/E REPAIRS	70.99	70.99
01/16/2025	97416	USB CABLE	012625 3736	660.1509.3044	M/E SUPPLIES	13.71	13.71
01/16/2025	97416	COPY PAPER	012625 3736	660.1507.3019	OFFICE SUPPLIES	43.99	43.99
01/16/2025	97416	LODGING: TRENCH RES	012625 3736	010.1501.2080	EDUCATION AND TRAI	92.65	92.65
01/16/2025	97417	CDL TRAINING	012625 3744	610.8121.2080	EDUCATION AND TRAI	895.00	895.00
01/16/2025	97417	FACEBOOK	012625 3744	010.6401.2022	ADVERTISING - CIVIL	300.77	300.77

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01/16/2025	97417	INTERVIEW LUNCH	012625 3744	110.2109.3035	OTHER SUPPLIES	68.95	68.95
01/16/2025	97417	WELLNESS COOKIES	012625 3744	010.6401.1260	WELLNESS PROGRAM	107.25	107.25
01/16/2025	97417	INTERVIEW EXP	012625 3744	010.6401.2064	INTERVIEW EXPENSE	1.25	1.25
01/16/2025	97418	STREAMLIGHT	012625 4775	600.8002.3310	TOOLS AND SUPPLIES	105.66	105.66
01/16/2025	97419	PO BOX FEE	012625 5475	070.4501.3019	OFFICE SUPPLIES	342.00	342.00
01/16/2025	97419	GLOBE OBITS	012625 5475	070.4501.2030	DUES & PUBLICATION	19.99	19.99
01/16/2025	97420	PRINTER INK	012625 5731	310.7537.3990	MISCELLANEOUS EXP	105.78	105.78
01/16/2025	97420	FILE JACKETS	012625 5731	010.6201.3019	OFFICE SUPPLIES	51.89	51.89
01/16/2025	97420	LODGING: TASK FORCE	012625 5731	542.1111.2080	EDUCATION & TRAINI	135.52	135.52
01/16/2025	97420	WEBCAM	012625 5731	010.6401.2720	OFFICE EQUIPMENT M	99.98	99.98
01/16/2025	97420	BINDER, FILE, CALEND	012625 5731	010.6201.3019	OFFICE SUPPLIES	.95	.95
01/16/2025	97420	STAPLER, BINDER	012625 5731	010.6201.3019	OFFICE SUPPLIES	42.08	42.08
01/16/2025	97420	DESK MAT	012625 5731	010.6201.3019	OFFICE SUPPLIES	56.98	56.98
01/16/2025	97420	MONARCH USA FEE/SIG	012625 5731	020.4304.4922	PARK IMPROVEMENT	1,400.00	1,400.00
01/16/2025	97420	CERT OF ACHIEVEMENT	012625 5731	010.6900.2760	AUDIT	530.00	530.00
01/16/2025	97421	GOOGLE SUITE	012625 5772	030.4101.3058	DIGITAL INFORMATION	144.00	144.00
01/16/2025	97421	A/V	012625 5772	030.4101.4021	AUDIO/VISUAL	59.00	59.00
01/16/2025	97421	A/V	012625 5772	030.4101.4021	AUDIO/VISUAL	89.18	89.18
01/16/2025	97421	BOOKS	012625 5772	030.4101.4021	AUDIO/VISUAL	16.98	16.98
01/16/2025	97421	TOASTER OVEN	012625 5772	510.4101.3990	MISCELLANEOUS EXP	142.49	142.49
01/16/2025	97421	A/V	012625 5772	030.4101.4021	AUDIO/VISUAL	181.41	181.41
01/16/2025	97421	YOUTH TRUST GRANTS	012625 5772	510.4101.2910	GRANT PAYMENTS	603.70	603.70
01/16/2025	97421	ADULT TRUST	012625 5772	510.4101.3990	MISCELLANEOUS EXP	13.99	13.99
01/16/2025	97421	YOUTH TRUST GRANTS	012625 5772	510.4101.2910	GRANT PAYMENTS	12.99	12.99
01/16/2025	97421	A/V	012625 5772	030.4101.4021	AUDIO/VISUAL	105.96	105.96
01/16/2025	97421	MISC FEES	012625 5772	010.6501.3990	MISCELLANEOUS EXP	100.70	100.70
01/16/2025	97421	PAPER CLIPS	012625 5772	030.4101.3019	OFFICE SUPPLIES	22.99	22.99
01/16/2025	97421	PAPERCLIPS, BOXES	012625 5772	510.4101.2910	GRANT PAYMENTS	58.71	58.71
01/16/2025	97421	ADULT TRUST	012625 5772	510.4101.2910	GRANT PAYMENTS	16.98	16.98
01/16/2025	97421	CORD CLIPS	012625 5772	510.4101.2910	GRANT PAYMENTS	19.98	19.98
01/16/2025	97421	SCISSORS, GLUE	012625 5772	510.4101.2910	GRANT PAYMENTS	59.98	59.98
01/16/2025	97421	ADULT TRUST	012625 5772	510.4101.2910	GRANT PAYMENTS	103.59	103.59
01/16/2025	97421	HP INK	012625 5772	510.4101.3019	OFFICE SUPPLIES	13.99	13.99
01/16/2025	97421	MICROSOFT	012625 5772	030.4101.3058	DIGITAL INFORMATION	2.30	2.30
01/16/2025	97422	SUPPLIES	012625 7182	040.4203.2190	REPAIRS AND MAINT	104.00	104.00
01/16/2025	97422	SUPPLIES	012625 7182	040.4215.3140	OTHER SPECIAL EVEN	10.19	10.19
01/16/2025	97422	AUTHORIZE.NET	012625 7182	040.4211.2448	CREDIT CARD SERVIC	33.20	33.20
01/16/2025	97422	PLATES, SANTA SUIT	012625 7182	040.4215.3140	OTHER SPECIAL EVEN	132.77	132.77
01/16/2025	97422	CLASS SUPPLIES	012625 7182	040.4215.3019	OFFICE SUPPLIES	66.37	66.37
01/16/2025	97422	FACEBOOK	012625 7182	040.4211.2020	ADVERTISING (GENER	72.30	72.30
01/16/2025	97422	MISC FEES	012625 7182	010.6501.3990	MISCELLANEOUS EXP	48.30	48.30
01/16/2025	97423	BATTERY, FLOOR MAT, B	012625 7844	050.2801.3019	OFFICE SUPPLIES	323.40	323.40
01/16/2025	97423	FLOOR MATS	012625 7844	050.2814.3110	MAINTENANCE MATER	193.69	193.69
01/16/2025	97424	WINTER BREAK CAMP	012625 8263	020.4408.3035	OTHER SUPPLIES	90.00	90.00
01/16/2025	97424	WINTER BREAK CAMP	012625 8263	020.4408.3035	OTHER SUPPLIES	24.72	24.72
01/16/2025	97425	YOUTH GRANT SUPPLIE	122624 5772	510.4101.2910	GRANT PAYMENTS	222.76	222.76
01/16/2025	97425	HP INK	122624 5772	510.4101.3019	OFFICE SUPPLIES	13.99	13.99
01/16/2025	97425	MICROSOFT	122624 5772	030.4101.3058	DIGITAL INFORMATION	22.00	22.00
01/16/2025	97425	BOOKS	122624 5772	030.4101.4020	BOOKS	37.22	37.22
01/16/2025	97425	TAPE	122624 5772	030.4101.3019	OFFICE SUPPLIES	16.98	16.98
01/16/2025	97425	HEATERS	122624 5772	030.4101.3090	BUILDING SUPPLIES	163.97	163.97
01/16/2025	97425	OFFICE SUPPLIES	122624 5772	030.4101.3019	OFFICE SUPPLIES	51.80	51.80
01/16/2025	97425	BUILDING SUPPLIES	122624 5772	030.4101.3058	DIGITAL INFORMATION	879.12	879.12
01/16/2025	97425	GOOGLE SUITE	122624 5772	030.4101.3058	DIGITAL INFORMATION	141.90	141.90
01/16/2025	97425	BOOKS	122624 5772	030.4101.4020	BOOKS	22.09	22.09
01/16/2025	97425	VACUUM	122624 5772	030.4101.3090	BUILDING SUPPLIES	79.99	79.99
01/16/2025	97425	OFFICE SUPPLIES	122624 5772	030.4101.3019	OFFICE SUPPLIES	150.59	150.59

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01/16/2025	97425	YOUTH GRANT SUPPLIE	122624 5772	510.4101.2910	GRANT PAYMENTS	197.02	197.02
01/16/2025	97425	BOOKS	122624 5772	030.4101.4020	BOOKS	22.32	22.32
01/16/2025	97425	CORD COVER	122624 5772	030.4101.3057	COMPUTER MAINTEN	36.97	36.97
01/16/2025	97425	GRANT SUPPLIES	122624 5772	510.4101.2910	GRANT PAYMENTS	69.46	69.46
01/16/2025	97426	AUTHORIZE.NET	122624 7182	040.4211.2448	CREDIT CARD SERVIC	35.50	35.50
01/16/2025	97426	TABLECLOTH RETURNS	122624 7182	040.4217.2446	FEE PROGRAMS	26.99-	26.99-
01/16/2025	97426	WOO COMMERCE	122624 7182	040.4211.2448	CREDIT CARD SERVIC	84.53	84.53
01/16/2025	97426	FACEBOOK	122624 7182	040.4211.2020	ADVERTISING (GENER	42.79	42.79
Total VISA:							10,573.02
WALLACE HOLLAND KASTLER							
01/16/2025	97427	WRF DESIGN PHASE CIP	53287	613.8125.4690	NUTRIENT REDUCTIO	75,000.00	75,000.00
Total WALLACE HOLLAND KASTLER:							75,000.00
WALMART COMMUNITY/CAPITAL ONE							
01/16/2025	97428	SUPPLIES	0643377650	040.4215.3019	OFFICE SUPPLIES	12.56	12.56
01/16/2025	97428	SUPPLIES	0643377650	040.4215.3140	OTHER SPECIAL EVEN	95.51	95.51
01/16/2025	97428	WELLNESS	1043407249	010.6401.1260	WELLNESS PROGRAM	90.49	90.49
01/16/2025	97428	EMPLOYEE REC	4443407276	010.6401.3880	EMPLOYEE RECOGNI	78.77	78.77
01/16/2025	97428	TELEVISION	4943477348	600.8002.3019	OFFICE SUPPLIES	406.00	406.00
01/16/2025	97428	SANTA SUPPLIES	5343536250	020.4408.3035	OTHER SUPPLIES	29.24	29.24
01/16/2025	97428	SOAP	9943256393	010.6501.3060	SUPPLIES & LAUNDRY	59.70	59.70
01/16/2025	97428	SUPPLIES	9943256425	010.3900.3990	MISCELLANEOUS EXP	161.84	161.84
01/16/2025	97428	COFFEE	9943306935	010.1911.3990	MISCELLANEOUS EXP	57.12	57.12
01/16/2025	97428	SUPPLIES	9943466601	040.4215.3140	OTHER SPECIAL EVEN	23.34	23.34
01/16/2025	97428	SUPPLIES	9943466601	040.4216.3019	OFFICE SUPPLIES	223.67	223.67
Total WALMART COMMUNITY/CAPITAL ONE:							1,238.24
WOODMAN							
01/16/2025	97429	WOODMAN ANNUAL TEC	4292	010.6501.2190	REPAIRS AND MAINT	4,351.08	4,351.08
Total WOODMAN:							4,351.08
WORKING FIRE FURNITURE & MATTRESS CO INC							
01/16/2025	97430	STATION RECLINERS-RE	7769	015.1502.4510	BUILDING IMPROVEM	13,743.94	13,743.94
Total WORKING FIRE FURNITURE & MATTRESS CO INC:							13,743.94
ZIEGLER							
01/16/2025	97431	INJECTOR CUPS 87	IN001764658	110.2107.3044	M/E SUPPLIES	1,606.65	1,606.65
Total ZIEGLER:							1,606.65
Grand Totals:							791,442.08

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

Dated: _____

Approved by: _____

City of Mason City
Finance Department

Memorandum

To: Aaron Burnett, City Administrator
From: Brent Hinson, Finance Director
Date: January 14, 2025
RE: December 2024 Financial Report

Attached are reports for the City’s financial condition and budgetary performance, updated through December 31, 2024. As of the end of December, we are at 54.69% of general revenues and 48.46% of general expenditures with 50% of the year completed. In FY24 at this point, we were at 56.37% of general revenues and 47.01% of general expenditures. While we are running behind last year, we are still where we should be from a general operating standpoint at the halfway point of the year- slightly higher than budget on revenues and slightly lower than budget on expenditures.

In the General Fund, we are \$723,399 above in revenue pace, which is respectable at this point in the year. Our December payment of Local Option Sales and Service Tax (LOSST) was \$503,577.39 (we need an average of \$550,000 per month to keep to our budgeted pace), and we are now just slightly above pace for the year, with \$3,350,145.71 received versus a budget requirement of \$3,300,000 at this point. In other funds, highlights include us being strong on water and sewer revenues. We are slightly behind in storm sewer revenues, primarily because we delayed the start of the new rate structure for commercial and industrial. Those changes have been put in place for all billings after January 1 and we forecast to be slightly better in overall revenues than what was forecast when the rate ordinance was adopted. We expect to end the year with close to \$600K in revenues. We had assumed \$696K at budget, but also don’t have underlying expenses needing covered by the increased revenue at this point- we are just building fund balance in anticipation of major future projects, including the North Central Storm Sewer Study recommendations.

On the general expenditure side, we are running behind budget by \$236,753. A good deal of this underspending is related to open police officer positions, so we are pretty much running at budget if that variable were removed.

Fund 070 Cemetery is ahead of budget on the expenditure side, but well ahead on the revenue side. This is the effect of headstone purchases and sales, which were not included in the original budget. Fund 020 Recreation and Fund 650 Golf are above budget due to seasonality. We are ahead of budget in 670 Arena solely due to contractual agreement/event payments.

We had a slight decline in overall fund balance from November, which is typical this time of year. In an overall sense, we have \$54,131,793.49 in the City treasury at December 31, as compared to \$66,402,595.81 one year ago at this time. This spenddown of funds is proceeding as planned and relates to items such as the Destination Iowa projects, Fire Station, and ARPA projects. We continue to wait for reimbursement from the State of Iowa on the Destination Iowa and HOME Pilot Grant initiatives.

Attachments:

Month-to-Date/Year-to-Date Treasurer's Report

Revenues- Operational Summary

Expenditures- Operational Summary

FY25 CIP Spending- Year to Date



Brent Hinson, Finance Director



Reviewed and Recommend Approval

**CITY OF MASON CITY, IOWA
YEAR TO DATE TREASURER'S REPORT
DECEMBER 31, 2024**

FUND	7/1/2024 BEGINNING CASH BALANCE	Y-T-D REVENUES	Y-T-D EXPENDITURES	12/31/2024 ENDING CASH BALANCE
010-GENERAL FUND	6,500,000.00	8,433,883.06	7,468,841.51	7,465,041.55
015- GENERAL- CAPITAL IMPROVMNT	5,301,726.70	623,136.11	2,594,478.77	3,330,384.04
020- RECREATION	493,481.75	945,756.83	967,268.34	471,970.24
030- LIBRARY	160,063.27	743,989.72	731,794.65	172,258.34
040- MUSEUM	56,583.60	280,824.11	319,324.71	18,083.00
050- AIRPORT	784,997.74	486,902.13	503,941.02	767,958.85
070- CEMETERY	62,284.36	274,060.14	248,119.80	88,224.70
080-CITY TRANSIT	-	784,428.38	555,357.77	229,070.61
090- TORT LIABILITY	442,243.97	297,083.78	631,528.20	107,799.55
110- ROAD USE TAX	2,269,090.40	2,082,124.65	1,860,735.81	2,490,479.24
112- EMPLOYEE RETIREMENT	21,565.95	411,511.80	373,374.11	59,703.64
114- POLICE RETIREMENT	2,109,795.05	218,046.73	400,128.85	1,927,712.93
116- FIRE RETIREMENT	1,865,530.31	144,811.87	322,050.16	1,688,292.02
117- 411 MEDICAL COST	685,596.55	56,242.19	50,618.99	691,219.75
119- EMERGENCY LEVY	-	2,502.34	-	2,502.34
120- HOTEL/MOTEL TAX	208,576.71	491,352.18	434,878.81	265,050.08
121- LOCAL OPTION SALES & SRVC	100,000.00	3,350,145.71	3,194,768.86	255,376.85
127- FOREST PARK TIF	4,438.80	70,680.94	77,056.84	(1,937.10)
130- UNIFIED TIF	305,335.58	618,506.45	100,281.68	823,560.35
131- DOWNTOWN REINVESTMENT TIF	21,074.38	341,270.81	317,682.50	44,662.69
132- SOUTHSIDE GATEWAY TIF	-	145,564.34	-	145,564.34
142- CITY ADMINISTERED GRANTS	22,652.08	54,629.42	51,696.74	25,584.76
147- HOUSING FUND	124,221.86	3,453.78	42,181.23	85,494.41
152- 22ND STREET BUYOUT	1,846.04	-	-	1,846.04
154-CORRIDOR REVITE PROGRAM	2,656.14	76.89	-	2,733.03
155-DOWNTOWN REVITE PROGRAM	412,947.52	92,275.13	60,000.00	445,222.65
156-BUILDING RENOV-LIFE SAFETY	469,547.60	26,845.21	61,290.60	435,102.21
210- DEBT SERVICE	417,592.53	4,223,937.75	1,040,304.46	3,601,225.82
310- RIVER CITY RENAISSANCE	4,185,105.82	337,988.37	708,133.24	3,814,960.95
315- ARPA CAPITAL PROJ	885,402.30	99,950.50	1,054,054.11	(68,701.31)
320- G.O. CAPITAL PROJECTS	4,619,307.95	4,815,014.97	6,071,276.03	3,363,046.89
325- LOSST CAPITAL PROJECTS	7,027,195.59	586,158.84	5,632,620.48	1,980,733.95
500- CEMETERY PERPETUAL CARE	546,508.34	3,817.00	-	550,325.34
510- LIBRARY TRUST	383,457.05	35,539.22	34,851.83	384,144.44
520- MUSEUM TRUST	1,160,292.48	87,895.49	-	1,248,187.97
530- SOFTBALL TRUST	4,264.93	12,795.37	8,036.01	9,024.29
535- YOUTH SOFTBALL COMPLEX	127,877.16	15,826.50	13,718.05	129,985.61
540- POLICE FORFEITURES	68,574.35	3,935.85	306.20	72,204.00
541- PENDING FORFEITURE	45,439.33	2,977.42	1,945.06	46,471.69
542- POLICE TASK FORCE	13,059.56	55,959.38	28,848.42	40,170.52
543- POLICE TASK FORCE EQUIP	40,734.09	2,517.26	-	43,251.35
600- WATER	1,868,427.40	4,046,603.42	3,279,033.60	2,635,997.22
601- WATER DEPOSITS	81,119.81	6,739.85	12,389.37	75,470.29
603-WATER CAPITAL PROJECTS	5,232,501.79	3,074,758.20	296,137.49	8,011,122.50
605- WATER DEBT SINKING	-	-	-	-
610- SEWER	577,384.40	3,352,516.73	3,315,432.46	614,468.67
613-SEWER CAPITAL PROJECTS	277,677.15	1,267,841.86	1,662,237.78	(116,718.77)
615- SEWER SINKING	-	421,659.96	35,577.50	386,082.46
620- STORM SEWER	195,242.22	248,478.99	208,381.79	235,339.42
630- PARKING	41,935.35	44,956.32	44,181.14	42,710.53
640- SANITATION	462,585.57	998,409.23	854,894.55	606,100.25
650- GOLF COURSE IMPROV TRUST	19,509.23	272,564.67	364,484.58	(72,410.68)
660- FIRE-AMBULANCE SERVICES	736,472.80	1,263,545.02	1,128,980.47	871,037.35
670- RC RENAISSANCE ARENA	-	287,365.62	502,906.84	(215,541.22)
800- EMPLOYEE HEALTH CARE TRUST	3,034,344.09	3,098,465.20	2,419,944.22	3,712,865.07

**CITY OF MASON CITY, IOWA
YEAR TO DATE TREASURER'S REPORT
DECEMBER 31, 2024**

FUND	7/1/2024			12/31/2024
	BEGINNING CASH BALANCE	Y-T-D REVENUES	Y-T-D EXPENDITURES	ENDING CASH BALANCE
820- INTERNAL SERVICE	53,670.30	102,120.26	156,406.91	(616.35)
840- UNEMPLOYMENT SELF-INS	89,792.32	2,587.81	486.00	91,894.13
TOTAL BALANCE	54,621,730.27	49,753,031.76	50,242,968.54	54,131,793.49

Location of Funds			Interest Rate	
First Citizens - Operating Account	(1)	2,528,074.49	3.36%	31-Dec
First Citizens Payroll Account	(2)	150,105.11	3.36%	31-Dec
First Citizens Arena Account x6157		466.85		31-Dec
First Citizens Police CC Acct x6257		4,962.04		31-Dec
First Citizens Inspection Acct x3801		3,318.81		31-Dec
First Citizens Ambulance Acct x6024		167,438.03	3.37%	31-Dec
First Citizens Golf Account x8421		9,777.76		31-Dec
First Citizens Savings- Mus *2233				31-Dec
First Citizens Checking- Mus Cr *5203				31-Dec
Cash on Hand		7,450.00		
Investment in IPAIT		3,633,225.19	4.230%	31-Dec
First Citizens- CD 3/6/24 (364 days)		2,000,000.00	5.070%	
First Citizens- CD 4/3/24 (364 days)		2,000,000.00	5.190%	
IPAIT- CD 5/9/24 (365 days)		3,000,000.00	5.105%	
Farmers SB- CD 5/23/24 (365 days)		75,000.00	4.850%	
First Citizens- CD 6/7/24 (548 days)		250,000.00	5.150%	
First Citizens- CD 7/3/24 (189 days)		2,000,000.00	5.460%	
NSB- CD 8/8/24 (181 days)		2,000,000.00	5.070%	
First Citizens- CD 9/4/24 (182 days)		3,000,000.00	5.000%	
CLBT- CD 10/4/24 (96 days)		5,000,000.00	4.827%	
First Citizens- CD 10/3/24 (181 days)		5,000,000.00	4.630%	
CLBT- CD 10/4/24 (369 days)		5,000,000.00	4.086%	
First Citizens- CD 11/7/24 (363 days)		2,000,000.00	4.310%	
First Citizens- CD 11/8/24 (89 days)		5,000,000.00	4.710%	
First Citizens- CD 11/8/24 (180 days)		4,000,000.00	4.570%	
First Citizens- CD 11/20/24 (730 days)		101,975.21	4.150%	520
First Citizens- CD 11/23/24 (546 days)		100,000.00	4.200%	520
First Citizens- CD 11/28/24 (730 days)		100,000.00	4.150%	520
First Citizens- CD 12/4/24 (91 days)		5,000,000.00	4.600%	
First Citizens- CD 12/4/24 (182 days)		2,000,000.00	4.550%	
TOTAL CASH IN BANK		54,131,793.49		Balance
(1) First Citizens General Account		3,132,112.42		-
Outstanding Deposits & Checks/Wages payable		(604,037.93)		
		2,528,074.49		
(2) First Citizens Payroll Account		352,020.90		
Outstanding Deposits & Checks/Wages payable		(201,915.79)		
		150,105.11		

CITY OF MASON CITY, IOWA
MONTH TO DATE TREASURER'S REPORT
DECEMBER 31, 2024

FUND	12/1/2024	M-T-D	M-T-D	12/31/2024
	BEGINNING CASH BALANCE			REVENUES
010-GENERAL FUND	7,641,724.78	799,965.29	976,648.52	7,465,041.55
015- GENERAL- CAPITAL IMPROVMNT	3,798,794.83	58,604.77	527,015.56	3,330,384.04
020- RECREATION	469,227.32	84,915.94	82,173.02	471,970.24
030- LIBRARY	228,868.98	56,327.91	112,938.55	172,258.34
040- MUSEUM	44,906.66	16,631.75	43,455.41	18,083.00
050- AIRPORT	876,315.88	47,065.11	155,422.14	767,958.85
070- CEMETERY	103,564.55	19,572.79	34,912.64	88,224.70
080-CITY TRANSIT	294,428.48	13,635.96	78,993.83	229,070.61
090- TORT LIABILITY	683,247.20	12,822.16	588,269.81	107,799.55
110- ROAD USE TAX	2,437,122.44	337,303.87	283,947.07	2,490,479.24
112- EMPLOYEE RETIREMENT	95,104.08	17,909.67	53,310.11	59,703.64
114- POLICE RETIREMENT	1,980,017.37	9,449.14	61,753.58	1,927,712.93
116- FIRE RETIREMENT	1,728,419.22	6,275.36	46,402.56	1,688,292.02
117- 411 MEDICAL COST	689,449.58	2,506.92	736.75	691,219.75
119- EMERGENCY LEVY	2,502.34	-	-	2,502.34
120- HOTEL/MOTEL TAX	287,278.63	94,854.78	117,083.33	265,050.08
121- LOCAL OPTION SALES & SRVC	232,658.63	503,577.39	480,859.17	255,376.85
127- FOREST PARK TIF	74,952.74	167.00	77,056.84	(1,937.10)
130- UNIFIED TIF	818,322.10	13,019.93	7,781.68	823,560.35
131- DOWNTOWN REINVESTMENT TIF	347,951.28	14,393.91	317,682.50	44,662.69
132- SOUTHSIDE GATEWAY TIF	145,305.56	258.78	-	145,564.34
142- CITY ADMINISTERED GRANTS	35,065.12	91.34	9,571.70	25,584.76
147- HOUSING FUND	86,169.30	229.27	904.16	85,494.41
152- 22ND STREET BUYOUT	1,846.04	-	-	1,846.04
154-CORRIDOR REVITE PROGRAM	2,725.93	7.10	-	2,733.03
155-DOWNTOWN REVITE PROGRAM	430,767.21	14,455.44	-	445,222.65
156-BUILDING RENOV-LIFE SAFETY	420,257.47	14,844.74	-	435,102.21
210- DEBT SERVICE	2,812,048.47	789,177.35	-	3,601,225.82
310- RIVER CITY RENAISSANCE	3,812,385.82	37,157.76	34,582.63	3,814,960.95
315- ARPA CAPITAL PROJ	(75,743.31)	33,014.00	25,972.00	(68,701.31)
320- G.O. CAPITAL PROJECTS	3,476,421.99	67,497.78	180,872.88	3,363,046.89
325- LOSST CAPITAL PROJECTS	2,916,000.63	46,757.31	982,023.99	1,980,733.95
500- CEMETERY PERPETUAL CARE	550,235.34	90.00	-	550,325.34
510- LIBRARY TRUST	383,222.58	7,078.26	6,156.40	384,144.44
520- MUSEUM TRUST	1,218,342.50	29,845.47	-	1,248,187.97
530- SOFTBALL TRUST	6,912.29	112.00	(2,000.00)	9,024.29
535- YOUTH SOFTBALL COMPLEX	130,461.57	669.00	1,144.96	129,985.61
540- POLICE FORFEITURES	72,016.40	187.60	-	72,204.00
541- PENDING FORFEITURE	46,350.95	120.74	-	46,471.69
542- POLICE TASK FORCE	40,714.06	106.06	649.60	40,170.52
543- POLICE TASK FORCE EQUIP	42,809.83	441.52	-	43,251.35
600- WATER	2,583,977.73	701,854.87	649,835.38	2,635,997.22
601- WATER DEPOSITS	76,600.29	500.00	1,630.00	75,470.29
603-WATER CAPITAL PROJECTS	8,120,593.25	21,153.46	130,624.21	8,011,122.50
605- WATER DEBT SINKING	-	-	-	-
610- SEWER	520,214.90	569,390.23	475,136.46	614,468.67
613-SEWER CAPITAL PROJECTS	13,747.82	35.81	130,502.40	(116,718.77)
615- SEWER SINKING	351,383.30	70,276.66	35,577.50	386,082.46
620- STORM SEWER	210,517.69	44,723.82	19,902.09	235,339.42
630- PARKING	41,475.11	6,596.05	5,360.63	42,710.53
640- SANITATION	548,997.62	178,432.58	121,329.95	606,100.25
650- GOLF COURSE IMPROV TRUST	(47,713.03)	1,421.50	26,119.15	(72,410.68)
660- FIRE-AMBULANCE SERVICES	825,940.76	202,597.10	157,500.51	871,037.35
670- RC RENAISSANCE ARENA	(213,547.17)	36,624.68	38,618.73	(215,541.22)
800- EMPLOYEE HEALTH CARE TRUST	3,612,091.19	451,623.06	350,849.18	3,712,865.07

**CITY OF MASON CITY, IOWA
MONTH TO DATE TREASURER'S REPORT
DECEMBER 31, 2024**

FUND	12/1/2024 BEGINNING CASH BALANCE	M-T-D REVENUES	M-T-D EXPENDITURES	12/31/2024 ENDING CASH BALANCE
820- INTERNAL SERVICE	(4,720.72)	29,619.63	25,515.26	(616.35)
840- UNEMPLOYMENT SELF-INS	91,655.38	238.75	-	91,894.13
TOTAL BALANCE	56,120,386.96	5,466,229.37	7,454,822.84	54,131,793.49

Location of Funds			Interest Rate	
First Citizens - Operating Account	(1)	2,528,074.49	3.36%	31-Dec
First Citizens Payroll Account	(2)	150,105.11	3.36%	31-Dec
First Citizens Arena Account x6157		466.85		31-Dec
First Citizens Police CC Acct x6257		4,962.04		31-Dec
First Citizens Inspection Acct x3801		3,318.81		31-Dec
First Citizens Ambulance Acct x6024		167,438.03	3.37%	31-Dec
First Citizens Golf Account x8421		9,777.76		31-Dec
First Citizens Savings- Mus *2233				31-Dec
First Citizens Checking- Mus Cr *5203				31-Dec
Cash on Hand		7,450.00		
Investment in IPAIT		3,633,225.19	4.230%	31-Dec
First Citizens- CD 3/6/24 (364 days)		2,000,000.00	5.070%	
First Citizens- CD 4/3/24 (364 days)		2,000,000.00	5.190%	
IPAIT- CD 5/9/24 (365 days)		3,000,000.00	5.105%	
Farmers SB- CD 5/23/24 (365 days)		75,000.00	4.850%	
First Citizens- CD 6/7/24 (548 days)		250,000.00	5.150%	
First Citizens- CD 7/3/24 (189 days)		2,000,000.00	5.460%	
NSB- CD 8/8/24 (181 days)		2,000,000.00	5.070%	
First Citizens- CD 9/4/24 (182 days)		3,000,000.00	5.000%	
CLBT- CD 10/4/24 (96 days)		5,000,000.00	4.827%	
First Citizens- CD 10/3/24 (181 days)		5,000,000.00	4.630%	
CLBT- CD 10/4/24 (369 days)		5,000,000.00	4.086%	
First Citizens- CD 11/7/24 (363 days)		2,000,000.00	4.310%	
First Citizens- CD 11/8/24 (89 days)		5,000,000.00	4.710%	
First Citizens- CD 11/8/24 (180 days)		4,000,000.00	4.570%	
First Citizens- CD 11/20/24 (730 days)		101,975.21	4.150%	520
First Citizens- CD 11/23/24 (546 days)		100,000.00	4.200%	520
First Citizens- CD 11/28/24 (730 days)		100,000.00	4.150%	520
First Citizens- CD 12/4/24 (91 days)		5,000,000.00	4.600%	
First Citizens- CD 12/4/24 (182 days)		2,000,000.00	4.550%	
TOTAL CASH IN BANK		54,131,793.49		Balance
(1) First Citizens General Account		3,132,112.42		
Outstanding Deposits & Checks/Wages payable		(604,037.93)		
		2,528,074.49		
(2) First Citizens Payroll Account		352,020.90		
Outstanding Deposits & Checks/Wages payable		(201,915.79)		
		150,105.11		

GENERAL FUND

50.00% >>> % of Budget Year

** Ahead of budget is Good! (AB)

UB - Under Budget!

Category	Fund No	Rev Code	Amended Budget	6 Month Budg	6 Month Actual	% of Budg Rec'd YTD	Ahead/ (Under) Budget	Explanation for YTD performance
Property Taxes	010	0100	7,448,710	3,724,355	4,054,058	54.43%	329,703	Prop Tax AB \$318.4K
Non-Property Taxes	010	0200	170,818	85,409	129,664	75.91%	44,255	Util Repl AB \$44.2K
Licenses & Permits	010	0300	631,025	315,513	324,788	51.47%	9,276	Building AB \$27.9K, Mechanical AB \$6K, Cable TV UB \$23.8K
Grants & Contributions	010	0410	843,600	421,800	517,730	61.37%	95,930	Pol Gr AB \$113K, Pol Sp Grnt UB \$22.5K, YTF Grant UB \$16.2K, Backfill 22 AB \$14.9K
Charges for Estl Service	010	0500	116,000	58,000	82,688	71.28%	24,688	Fire Svc AB \$9.8K, Sidewalk Rep AB \$9.9K, Hazmat AB \$3.9K
Charges for Opt Service	010	0550	66,900	33,450	44,236	66.12%	10,786	Hazmat Resp AB \$3.7K, Weeds- Cert AB \$5.8K
Fines & Forfeitures	010	0600	23,000	11,500	9,261	40.26%	(2,239)	Pol Fines UB \$1.7K
Use of Money & Prop	010	0700	389,001	194,500	352,679	90.66%	158,178	Interest AB \$158.2K
Misc Revenues	010	0800	37,900	18,950	32,032	84.52%	13,082	Sale Prop AB \$2K, Gift- Trees UB \$5.5K, YTF Don. AB \$13.4K
Non-Rev Receipts	010	0900	5,684,235	2,842,118	2,881,858	50.70%	39,740	Misc Ref AB \$4.7K, TRF In-SR AB \$32.9K (LOSST)
TTL General Fund			15,411,189	7,705,594	8,428,993	54.69%	723,399	Prop Tax AB, LOSST AB, Bank Int AB
			Fiscal Year 24 Dec			56.37%		
Other Property Tax-Supported Services								
Recreation	020		1,797,444	898,722	945,757	52.62%	47,035	Prop Tax AB \$46.1K, Pool RV AB \$18.3K, Program RV UB \$29.8K, Cmpg RV UB \$19.6K
Library	030		1,406,689	703,345	743,990	52.89%	40,645	Prop Tax AB \$51.8, Grants & Cont AB \$2.9K, TRF UB \$22.5 (timing)
Museum	040		660,583	330,291	280,824	42.51%	(49,467)	Prop Tax AB \$18.4K, Grants & Cont UB \$56.7K, Ch Svc AB \$10.5K, Misc RV AB \$2.9K
Airport	050		896,857	448,429	486,902	54.29%	38,474	Prop Tax AB \$15.5K, Grants UB \$23.3K, Use of Money & Prop AB \$18.4K
Cemetery	070		444,250	222,125	274,060	61.69%	51,935	Prop Tax AB \$8.6K, Bank Int AB \$7K, Vases & Dec AB \$28.9K, Gifts AB \$8K
Transit	080		1,289,041	644,521	784,428	60.85%	139,908	Prop Tax AB \$14K, Grants AB \$120.2K, Trans RV AB \$8.6K
ROAD USE	110		3,830,440	1,915,220	2,082,125	54.36%	166,905	RUT AB \$105.6K, Bank Int AB \$31.1K, Refunds AB \$30K
ENTERPRISE/UTILITY FUNDS								
Water	600		7,904,571	3,952,285	4,046,603	51.19%	94,318	Ch Svc AB \$79.8K, Accts Cert AB \$17K, Bank Int AB \$16.1K
Sewer	610		6,179,300	3,089,650	3,352,517	54.25%	262,867	Ch Svc AB \$262.4K, Bank Int UB \$4.7K, Sales Tax RV AB \$10.3K
Storm Sewer	620		703,550	351,775	248,479	35.32%	(103,296)	Charges UB \$105.8K, Bank Int AB \$3.1K
Sanitation	640		1,938,169	969,084	998,409	51.51%	29,325	Garb Fees AB \$25.2K, Garb Surch UB \$5.6K, Bank Int AB \$8.7K
Golf	650		565,105	282,553	272,565	48.23%	(9,988)	Membrs UB \$69.5K, Grn Fee AB \$38K, Carts AB \$30.1K, Conc AB \$24.3K
Ambulance	660		2,584,750	1,292,375	1,263,545	48.88%	(28,830)	Fed Grant AB \$9.5K, Ch Svc UB \$72.3K, Bank Int AB \$14.5K, Sale of Prop AB \$11K
RCR Arena	670		694,872	347,436	287,366	41.36%	(60,070)	Concess UB \$66.9K, Rent AB \$18.3K, Oth Misc AB \$15.7K

50.00% >>> of Budget Year

UB = Under-budget is good!!
AB = ahead of budget

GENERAL FUND

Department	Fund No.	Dept No.	Amended Budget	6 Month Budg	6 Month Act	% of Budg Spent YTD	Ahead/ (Under) Budget	Explanation for YTD performance
Police, Anim Cont	010	1101	7,175,011	3,587,505	3,356,521	46.78%	(230,985)	Sals UB \$200K, Residency UB \$28K, Dispatch UB \$92.6K, Sp Grant XP AB \$107.5K
Fire, Civil Defense	010	1501	3,878,587	1,939,293	1,888,550	48.69%	(50,743)	Civil Def AB \$32.7K (timing), Sals UB \$51.1K, Health UB \$29.2K, Oth Supp AB \$19.1K
Development Services & Safety	010	Var.	1,093,336	546,668	567,362	51.89%	20,694	Demo UB \$14.3K, Neigh Srv Rep AB \$6.3K, Dvpt Sv Sals AB \$8.2K, Tech XP AB \$8.3K
Engineering	010	2601	564,069	282,034	261,449	46.35%	(20,585)	Health UB \$12.9K, Various UB
Deputy Clerk & Human Rghts	010	6204	108,855	54,428	50,796	46.66%	(3,632)	Office Ep Maint UB \$4.5K, Annual Ord Supp AB \$2.7K, Various UB
Youth Task Force	010	3990	187,851	93,926	82,444	43.89%	(11,482)	Prof Srv UB \$4.3K, Misc XP UB \$4.5K, Various UB
General Admin & City Admin	010	6101	1,525,434	762,717	831,287	54.50%	68,570	Legal XP AB \$34K, Audit AB \$16.3K, Various UB
Finance & IT	010	6201	491,695	245,847	260,578	53.00%	14,730	Travel & Conf AB \$2K, Prof Srv AB \$16.7K, Various UB
Human Resources	010	6401	349,201	174,601	162,951	46.66%	(11,650)	Sals UB \$8.9K, Adv- Civil Srv UB \$7.5K, Negotiations AB \$3.4K
Misc	010	Var.	37,150	18,575	6,905	18.59%	(11,670)	Trees UB \$8K, Band Sals UB \$7.3K, Band Misc AB \$3.7K
TTL General Fund			15,411,189	7,705,594	7,468,842	48.46%	(236,753)	Overall fine; issues addressed in Budget Amendment #1 (not yet reflected)
								Fiscal Year 24 Dec 47.01%
Other Property Tax-Supported Services								
Recreation	020	Var	1,857,066	928,533	967,268	52.09%	38,736	Park Ground Sals AB \$21.4K, Pool AB \$31.1K, Campground AB \$12.8K (all timing)
Library	030	4101	1,479,206	739,603	731,795	49.47%	(7,808)	Health Ins UB \$5.7K, Digital Info AB \$12.6K, Books UB \$12K
Museum	040	4202	660,450	330,225	319,325	48.35%	(10,900)	Admin Misc XP AB \$10.2K, Prof Srv AB \$3.3K, Fee Prog AB \$3K, Various UB
Airport	050	2801	2,348,758	1,174,379	503,941	21.46%	(670,438)	TRF UB \$724.3K, Bldg Ins AB \$59.4K, Gasoline UB \$9.2K, Electric AB \$17.2K
Cemetery	070	4501	443,758	221,879	248,120	55.91%	26,241	Markers & Benches AB \$9.8K, Maint Mat AB \$3.7K, Cem Eq AB \$7.8K
Transit	080	5801/2	1,289,041	644,521	555,358	43.08%	(89,163)	Sals UB \$19.5K, Prof Srv UB \$30.8K, Gasoline UB \$16.7K, Insurance AB \$6.9K
ROAD USE	110		4,506,141	2,253,071	1,860,736	41.29%	(392,335)	2101 Projects UB \$208.6K, Work Comp AB \$50.3K, Snow Rem UB \$76.6K (timing)
ENTERPRISE/UTILITY FUNDS								
Water	600		8,132,082	4,066,041	3,279,034	40.32%	(787,008)	Chem UB \$48.2K, Gas & Elec UB \$57.9K, SalSrv Cont Lbr UB \$40K, TRF UB \$590K
Sewer	610		6,653,896	3,326,948	3,315,432	49.83%	(11,516)	Bldg Ins AB \$79.8K, Maint Mat UB \$28K, TRF Out AB \$94.2K, Various UB
Storm Sewer	620		359,156	179,578	208,382	58.02%	28,804	Prof Srv AB \$9K, O&M Proj AB \$8.1K, Eng Proj AB \$28.6K, Labor-SS UB \$11.9K
Sanitation	640		2,092,548	1,046,274	854,895	40.85%	(191,380)	Landfill UB \$24.9K, Recyc Ch UB \$30K, Work Comp AB \$26.3K, Prof Srv UB \$79.2K
Golf	650		565,105	282,553	364,485	64.50%	81,932	Sals AB \$42K (timing), Sales Tax AB \$7.3K, Various UB
Ambulance	660		2,902,165	1,451,082	1,128,980	38.90%	(322,102)	Sals AB \$30.5K, Cap Outlay UB \$87.6K, Motor Eq UB \$140K
RCR Arena	670		693,272	346,636	502,907	72.54%	156,271	Gas & Elec UB \$42K, Contract Agr AB \$231.8K, Concess Supp UB \$23K

**City of Mason City, FY25
Capital Improvements Plan Spending to Date**

Dept	Dept Code	Line	Project	Budget	2025- Proj #	Total XP for Year	Amt Remaining	Nov	Dec
Police	1102	015.1103.4010	In-Car Computer Replacement	37,292.00	001	5,223.70	32,068.30		
Police	1102	015.1103.4010	Taser Replacement	30,676.00	002	31,131.95	(455.95)		31,131.95
Police	1102	015.1103.4090	Vehicle Replacement	216,000.00	003	72,062.91	143,937.09		
Police	1103	015.1103.4510	Building Renovation	350,000.00	004	64,472.97	285,527.03	22,047.40	42,425.57
Police	1109	015.1103.4090	Ballistic Vest Replacement	10,000.00	005	-	10,000.00		
			Police	643,968.00					
Fire	1502	015.1502.4510	Training Tower Maintenance	12,000.00	006	-	12,000.00		
			Fire	12,000.00					
Ambulance	1508	660.1509.4010	Furniture Replacement	8,750.00	007	-	8,750.00		
Ambulance	1509	660.1509.4040	Ambulance Replacement	252,943.33	008	-	252,943.33		
Ambulance	1509	660.1509.4010	Power Cots	34,500.00	009	-	34,500.00		
Ambulance	1509	660.4509.4010	LUCAS Chest Compression Syst.	21,400.00	010	-	21,400.00		
Ambulance	1509	660.1509.4010	Command Vehicles Repl.	54,000.00	011	-	54,000.00		
Ambulance	1509	660.1509.4010	Stair Chair Repl.	15,250.00	012	-	15,250.00		
Ambulance	1509	660.1509.4010	Cardiac Monitors	41,200.00	013	-	41,200.00		
			Ambulance	428,043.33					
Engineering	2101	325.2101.4925	Bike North Iowa/Destination IA	5,306,443.00	014	2,675,001.15	2,631,441.85	865,461.29	982,023.99
Engineering	2101	320.2101.4580	4th Street NE Retaining Wall	700,000.00	015	628,214.45	71,785.55	326,299.60	93,927.80
			Engineering- Other	6,006,443.00					
Eng-Street	2101	320.2101.4582	Highway 122 Mercy Reconstruction	1,000,000.00	016	241,670.33	758,329.67	56,110.85	33,766.74
Eng-Street	2101	320.2101.4550	Pierce Bridge Railings & RR Xing	163,256.75	082	28,295.46	134,961.29		
Eng-Street	2101	320.2101.4582	Highway 122 West Planning	424,006.74	083	56,299.17	367,707.57		14,004.60
Eng-Street	2101	320.2101.4582	US 65 Reconstruction- City Share	1,580,000.00	017	(749.02)	1,580,749.02	279.95	573.68
Eng-Street	2101	110.2101.4600	Traffic Operations Mgmt System	10,500.00	018	-	10,500.00		
Eng-Street	2101	325.2101.4644	Pavement Marking Program	210,000.00	019	177,965.43	32,034.57		
Eng-Street	2101	110.2101.4577	Sidewalk & Ped Ramp Program	20,000.00	020	-	20,000.00		
Eng-Street	2101	110.2101.4670	Street Light Program	30,000.00	021	12,197.00	17,803.00	1,152.63	187.57
Eng-Street	2101	110.2101.4575	Downtown Ped Ramp Compliance	100,000.00	022	101,052.78	(1,052.78)	18,297.79	4,967.69
O&M- Street	2101	320.2101.4660	Street Patching Program	150,000.00	023	117,180.15	32,819.85		
O&M- Street	2101	320.2101.4660	Curb Replacement Program	150,000.00	024	54,149.92	95,850.08		
O&M- Street	2101	110.2101.4860	City Dead Tree Removal	120,000.00	025	60,215.15	59,784.85	11,050.00	
O&M- Street	2101	110.2101.4577	City Sidewalk Replacement	50,000.00	026	11,791.31	38,208.69		11,791.31
O&M- Street	2101	110.2101.4860	Citywide Reforestation	55,000.00	027	78.89	54,921.11		78.89
Eng-Street	2103	110.2101.4600	Traffic Signal Upgrades	125,000.00	028	18,542.76	106,457.24		11,322.50
Eng-Street	2103	110.2101.4650	UPRR Quiet Zone Maintenance	9,520.00	029	9,520.00	-		
Eng-Street	2105	110.2101.4590	Traffic & Street Sign Compliance	25,000.00	030	14,463.49	10,536.51		4,808.33
O&M- Street	2107	320.2107.4040	Vehicle Replacement	350,000.00	031	102,907.97	247,092.03	102,907.97	
			Street	4,572,283.49					
Airport	2816	320.2816.4510	Terminal Building Capstones	1,315,450.00	032	83,437.85	1,232,012.15	49,263.40	17,985.26
Airport	2816	320.2816.4010	Firefighting Gear	55,000.00	033	52,565.85	2,434.15		
			Airport	1,370,450.00					
Library	4101	015.4101.4510	Woodman Controls Replacement	45,000.00	034	-	45,000.00		
			Library	45,000.00					
Museum	4203	015.4203.4510	Security Cameras	18,000.00	035	17,306.00	694.00		8,653.00
Museum	4203	015.4203.4510	Off-Site Storage Building	300,000.00	036	-	300,000.00		
Museum	4203	015.4203.4010	Door Security Update	49,810.00	037	24,545.00	25,265.00		
Museum	4203	015.4203.4090	Phone System	7,380.30	085	9,260.30	(1,880.00)		
			Museum	375,190.30					
O&M- Park	4350	325.4350.4040	Trail Maint. Equipment	30,000.00	038	27,476.19	2,523.81		
O&M- Park	4350	325.4350.4040	Zero Turn Mower	18,500.00	039	17,176.54	1,323.46		
O&M- Park	4350	325.2101.4644	Trail Maintenance Program	70,500.00	040	43,160.65	27,339.35		
Rec- Pool	4350	325.4350.4644	Pool Heating System	281,000.00	041	140,063.34	140,936.66		
			Park & Rec	400,000.00					
Cemetery	4504	015.4504.4090	Mower Replacement	9,800.00	042	5,680.79	4,119.21		
Cemetery	4504	620.8125.4620	Storm Sewer Improvements	40,000.00	043	29,619.45	10,380.55	29,619.45	
			Cemetery	49,800.00					
Dev Services	5401	154.7518.2910	CoRL Program	95,000.00	044	-	95,000.00		
Dev Services	5401	155.7518.2910	DoRL Program	160,000.00	045	-	160,000.00		
Dev Services	5401	015.5401.4010	Nat'l Register Surveys & Noms.	10,000.00	046	-	10,000.00		
Dev Services	5801	015.5401.4010	Permitting Software Upgrade	45,000.00	047	-	45,000.00		
			Development Services	310,000.00					
Finance	6201	210.7112	2019 CIP Debt Repay- Non-Levy	722,560.00	048	-	722,560.00		
Finance	6201	210.7116	2020 CIP Debt Repay- Non-Levy	631,800.00	049	-	631,800.00		
Finance	6201	210.7105	2020 (19A) RCR Debt- Non-Levy	497,426.00	050	-	497,426.00		
Finance	6201	210.7113	2020 (19D) RCR Debt- Non-Levy	199,207.00	051	-	199,207.00		

**City of Mason City, FY25
Capital Improvements Plan Spending to Date**

Dept	Dept Code	Line	Project	Budget	2025- Prol.#	Total XP for Year	Amt Remaining	Nov	Dec
Airport	2816	320.2816.4510	Construct Equipment Storage Bldg	18,455.99	24-035	15,975.85	2,480.14		
Library	4101	015.4101.4510	Woodman Controls Network Mgr	19,650.00	24-037	-	19,650.00		
O&M- Park	4350	325.2101.4644	Trail Maintenance Program	6,724.35	24-042	6,724.35	-		
O&M- Park	4350	325.2101.4922	Central Park Lights	8,000.00	24-044	-	8,000.00		
O&M- Park	4350	325.2101.4922	Pickleball Court Improvements	25,525.81	24-045	25,525.81	-		
Recreation	4350	325.4350.4644	Kayak & Bike Trail Improvements	100,000.00	24-046	-	100,000.00		
Recreation	4350	325.4350.4010	Aquatic Center Basin Painting	50,000.00	24-048	-	50,000.00		
Recreation	4350	325.4350.4010	Campground Bathhouse Repairs	33,473.00	24-049	1,746.22	31,726.78		
Recreation	4350	325.4350.4644	Arena Light Upgrades	130,000.00	24-050	12,978.63	117,021.37		
Recreation	4350	325.4350.4644	Pavilion Stage (Donation Project)	8,189.56	24-102	8,189.56	-	8,189.56	
Cemetery	4504	015.4504.4510	Facility Improvements	21,549.28	24-052	23,643.57	(2,094.29)	2,194.90	3,620.00
Cemetery	4504	015.4504.4010	Columbariums	(26,127.62)	24-053	19,315.00	(45,442.62)		18,650.00
Dev Services	5401	154.7518.2910	CoRL Program	118,631.01	24-054	-	118,631.01		
Dev Services	5401	155.7518.2910	DoRL Program	428,854.64	24-055	-	428,854.64		
Dev Services	5401	015.5401.4010	Nat'l Register Surveys & Nomin.	20,000.00	24-056	-	20,000.00		
Finance	6900	015.6900.4510	City Hall Overhang Heating	-	24-068	-	-		
Finance	6900	015.6900.2732	Electronic Records Conversion	33,997.96	24-073	11,333.90	22,664.06		
Eng- Water	8001	600.8011.3199	Radio Read Meters	83,385.97	24-074	31,136.06	52,249.91		
Eng- Water	8061	603.8061.4625	Water Distribution Model Calib.	(825.00)	24-075	2,675.00	(3,500.00)		
Eng- Water	8061	603.8061.4560	Well Siting Study	125,000.00	24-076	-	125,000.00		
Eng- Water	8061	603.8061.4622	Water Tower Maintenance	13,647.15	24-077	2,780.00	10,867.15		2,780.00
Eng- Water	8061	603.8061.4510	EDR, Raw Feed, Process Valve Repl.	251,828.76	24-079	-	251,828.76		
Eng- Water	8061	603.8061.4560	Drill & Develop New Well	3,600,000.00	24-080	-	3,600,000.00		
Eng- Water	8061	603.8061.4510	EDR Treatment Upgrades	100,000.00	24-081	12,194.88	87,805.12	11,895.32	
Eng- Water	8061	603.8061.4625	Taft Avenue Water Main Loop	203,128.18	24-082	24,045.18	179,083.00	2,129.10	
O&M- Water	8061	603.8061.4630	Water Main Repl.	488,016.97	24-085	6,615.65	481,401.32		
O&M- Water	8061	603.8061.4630	Valve Replacement	70,362.70	24-086	33,442.57	36,920.13	413.97	
O&M- Sewer	8125	613.8125.4530	Collection System Maintenance	80,498.33	24-087	80,498.33	-		
O&M- Sewer	8125	613.8125.4530	Closed Circuit Televising	86,009.21	24-088	80,952.33	5,056.88		
O&M- Sewer	8125	613.8125.4690	Water Reclamation Nutrient Redct.	845,593.85	24-089	466,892.56	378,701.29	30,000.00	95,000.00
O&M- Sewer	8125	613.8125.4199	Water Rec Lab Equipment Repl	15,575.76	24-090	-	15,575.76		
Eng- Storm	8125	620.8125.4620	Subdrain Installation	56,662.50	24-092	-	56,662.50		
Eng- Storm	8125	620.8125.4620	Intake Repl Project	50,000.00	24-093	-	50,000.00		
Grant- Storm	8125	620.8125.4615	FEMA Adv Assistance Study	225,000.00	24-100	-	225,000.00		
O&M- Storm	8125	620.8125.4610	Storm Intake Maintenance	52,378.64	24-094	30,893.18	21,485.46	7,426.89	2,295.82
Police	1102	015.1103.4010	Smart City/Safe City	702,137.50	23-108	-	702,137.50		
Police	1102	015.1103.4090	Patrol Equipment Repl.	21,184.76	23-002	-	21,184.76		
Police	1109	015.1103.4090	Ballistic Vest Replacement	10,931.91	23-004	-	10,931.91		
Fire	1501	015.1502.4010	Code Enforcement Publications	7,400.00	23-005	-	7,400.00		
Fire	1502	015.1502.4010	Station Alert System	35,000.00	23-011	-	35,000.00		
Fire	1503	015.1502.4090	Engine 2317	37,197.41	23-012	-	37,197.41		
Ambulance	1509	660.1509.4010	Dash Cams	27,177.10	23-018	-	27,177.10		
Ambulance	1509	660.1509.4010	Mobile Data Units	29,434.66	23-019	-	29,434.66		
Ambulance	1509	660.1509.4010	Stair Chair Repl.	3,627.59	23-021	-	3,627.59		
Engineering	2101	Various	Public Works Digital Radio Upgrade	83,844.63	23-024	-	83,844.63		
Eng- Street	2101	320.2101.4550	12th St NE Ideal Creek Bridge Repl.	123,469.89	23-028	4,903.02	118,566.83		3,233.37
Eng- Street	2101	320.2101.4600	Traffic Operations Mgmt System	66,038.92	23-032	-	66,038.92		
Airport	2816	320.2816.4900	Terminal Apron Expansion	42,395.96	23-052	-	42,395.96		
Airport	2816	320.2816.4510	Terminal Building	3,025,511.08	23-053	2,150,691.37	874,819.71	24,780.20	17,381.43
Airport	2816	320.2816.4644	Terminal Parking Lot	985,447.00	23-054	-	985,447.00		
Recreation	4350	325.4350.4644	MacNider Campground Cabins/Trail	136,155.00	23-061	-	136,155.00		
Eng- Storm	8125	620.8125.4620	North-Central Storm Sewer Study	47,598.99	23-103	20,206.44	27,392.55	1,242.33	
Ambulance	1509	660.1509.4010	Security System Upgrade	10,989.19	22-07	-	10,989.19		
Eng-Street	2101	320.2101.4650	UP Grade Crossing Reconstr.	171,000.00	19-60	-	171,000.00		
Eng- Street	2101	320.2101.4680	DOT Central Highway 122 Reconstr	2,487,543.65	20-53	1,152,785.42	1,334,758.23		
O&M- Parks	2101	325.2101.4922	Prairie Playground- YIELD Donation	5,075.92	21-103	-	5,075.92		
Alrport	2816	320.2816.4900	10-Unit T-Hangar	211,889.82	22-47	82,858.70	129,031.12		
Park & Rec	4350	Various	Unspent Balance	62,674.64	##	5,283.75	57,390.89		
O&M- Parks	4350	325.4350.4040	Pickup with Plow & Sander	50,000.00	22-30	-	50,000.00		
City Admin	6501	015.6900.4010	Mason City Room Broadcast Equip	50,000.00	21-23	-	50,000.00		
Dvpt Services	7537	310.7537.2740	RCR Arena/Mall	703,939.22		405,184.49	298,754.73	33,691.41	32,351.38
Dvpt Services	7538	310.7538.3990	RCR Pavilion	684,606.78	22-16	236,959.00	447,647.78		236,959.00
Engineering	7539	310.7539.2740	RCR Hotel & Skywalk**	3,134,548.19	22-57	300,717.50	2,833,830.69		
Eng- Water	8061	603.8061.4170	Isolation Valve Replacement	50,000.00	21-82	-	50,000.00		
Eng- Water	8061	603.8061.4680	PLC Replacement	31,343.03	22-79	57,014.00	(25,670.97)		
			Carryover XP (Budget Amend #1)	-					
			Carryover XP (Budget Amend #2)	-		11,901,001.38	17,799,140.59	870,223.39	825,696.09
			Amendments	-				11,075,305.29	
			Total XP			18,343,216.83		2,405,734.04	2,255,801.53
			Ledger Balance					2,405,734.04	2,255,801.53
			Discrepancy from Ledger					-	-
			Included in Budget Amendment #1	685,643.79					
			Included in Budget Amendment #2	-					
# of Projects	173								



Memorandum

From: Bill Schickel, Mayor
Date: January 21, 2025
RE: Appointments/Reappointments to Boards and Commissions

The council is asked to confirm the following individuals to the appropriate boards and commissions. Applications are on file in the Clerks office.

<u>Name</u>	<u>Board or Commission</u>	<u>Reappt./New</u>	<u>Term</u>
Steven Schurtz	Active Living & Transportation	Reappt.	2028

/s/Bill Schickel

Reviewed and Recommend Approval

Diana L. Black

From: FormBuilder@MunicipalNotices.com
Sent: Monday, January 6, 2025 12:45 PM
To: Diana L. Black; Pamela Stecker
Subject: Application for Appointment

Form Information:

Form URL:

<https://www.masoncity.net/forms.aspx?fid=517&catid=482>

Form Name:

Application for Appointment

Form Text:

Fill out the following online form in order to apply for a Mason City Board or Commission position.

You may also [download a printable PDF application](#) and drop it off or mail it to City Hall, 10 1st Street NW, Mason City, IA 50401.

User Submitted Content:

Name (First, Middle, Last):

Steven Harold Schurtz

Address:

318 Meadow Lane

Home Phone:

641-430-1745

Business Phone:

Email Address:

sschurtz3@gmail.com

Occupation:

retired

Education:

BS Iowa 1972, MD Iowa 1975, R Iowa 1981

Why do you want to serve on a Mason City Board or Commission?

current commission chair

List organizations you have participated. Include offices and position

Iowa Bicycle Coalition, board member Iowa Bicycling Action Fund, chair MC Chamber of Commerce, board member First Presbyterian Church, Session member Mason City Earth Day Committee, board member

Please place a check next to the Mason City boards and commissions on which you would be willing to

Active Living and Transportation Commission |

Sent from IP Address: 216.82.47.207

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

City of Mason City
Department Name

Memorandum

To: Aaron Burnett, City Administrator
From: City Department Manager Name
Date: January 14, 2025
RE: Recommendation to Hire Swing Worker

Recommendation:

Staff respectfully requests City Council approval to hire Max Heimbuch for the position of swing worker – sanitation at the January 21, 2025, Council Meeting.

Review:

The position of Swing Worker – Sanitation was vacated with the transfer of Steven Diaz to a Street Maintenance position. Current employees were allowed to apply for the vacancy, none applied. External applicants were interviewed and Max Heimbuch was offered and accepted the position.

Budget Impact:

None. The position is included in the Operating Budget.

Council Action Requested:

Approve Max Heimbuch as the successful applicant for the position of Swing Worker at the January 21, 2024, Council Meeting at the rate of \$29.53 per hour.

Jim Collins

Jim Collins, Public Works Director



Reviewed and Recommend Approval

City of Mason City
Finance Department

Memorandum

To: Aaron Burnett, City Administrator
From: Brent Hinson, Finance Director
Date: January 14, 2025
RE: Creation of New Fund

Recommendation:

Authorize the creation of a new Fund 680- Southbridge Mall Operations in the City's chart of accounts.

Review:

With the direction from Council regarding longer-term City stewardship of the Southbridge Mall property, it is appropriate to move the mall operations out of Fund 310, River City Renaissance capital projects, and into its own operations fund. We plan to reflect it this way in the proposed FY26 operating budget and would like Council's advance approval.

Budget Impact:

The proposed resolution will not have a direct impact on the City's budget.

Council Action Requested:

Consider approval of the establishment of the proposed fund.

Attachments:

Proposed Resolution.



Brent Hinson, Finance Director



Reviewed and Recommend Approval

RESOLUTION NO. 25 -

A RESOLUTION ESTABLISHING A NEW FUND
WITHIN THE CITY'S CHART OF ACCOUNTS

WHEREAS, with direction from the City Council regarding longer-term City stewardship of the Southbridge Mall property it is appropriate to move the mall operations into a different fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MASON CITY, IOWA:

Section 1. The City Council directs the Finance Director to create the following new fund, for the purpose designated below:

Fund 680 – Southbridge Mall Operations.

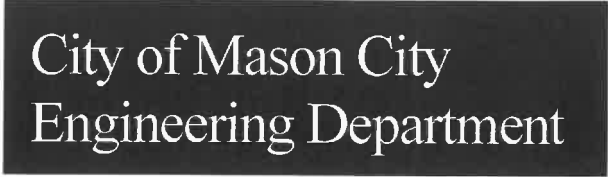
Section 2. The Council hereby authorizes the transfer of Southbridge Mall Operations out of Fund 310, River City Renaissance Capital Projects into Fund 680 – Southbridge Mall Operations.

PASSED AND APPROVED this 21st day of January, 2025.

Paul Adams, Mayor Pro Tem

ATTEST:

Aaron Burnett, City Clerk



Memorandum

To: Aaron Burnett, City Administrator
From: Mark A. Rahm, P.E., City Engineer
Date: January 15, 2025
RE: Bike Park and Trails Bid Package 3 – Alternate D

Recommendation:

The recommendation is: that the City Council approves a prime contract change order for the addition of a ventilation fan and louver air exchange system for Well A3 wellhouse.

Review:

The replacement of the wellhouse for Well A3 was bid as an alternate to the Bike Park and Trails Bid Package 3 project. Alternate D included the demolition and rebuilding of a new structure for Well A3 located adjacent to the newly constructed bike park.

The original building design did not include a ventilation system necessary to meet the long-term needs of the building and internal well equipment and controls. The city directed ISG to design and prepare a plan sheet with specifications to meet the needs of the new building and the operational parameters of the well motor and equipment.

The proposed HVAC system by change order, includes two louvered inserts with bird screen and motorized backdraft dampers. One of the two louvered units is equipped with a fan for air exchange as needed, to maintain a desired preset controlled atmosphere. A dampening mechanism is controlled through a temperature sensor. The exhaust fan is activated, and the motorized dampers are opened, when the building temperature exceeds a predetermined setting. The HVAC system will prolong the longevity of the internal well motor, equipment, and controls used for the operation of pumping water.

The attached change order provides detailed items totaling \$14,327.50.

Budget Impact:

The project is budgeted and being funded with Water Revenues.

Council Action Requested:

I respectfully request City Council's approval of Prime Contract Change Order #010 with Henkel Construction Co. for Bike Park and Trails Bid Package 3 – Alternate D, wellhouse exhaust fan.

Attachments:

Prime Contract Change Order #010.



Mark A. Rahm, P.E., City Engineer



Reviewed and Recommend Approval



PCCO #010

Henkel Construction Company
 208 East State Street
 Mason City, Iowa 50401-3406
 Phone: (641) 423-5674
 Fax: (641) 423-9244

Project: 2407M - Mason City Bike Park - BP #3
 1500 Elm Drive
 Mason City, Iowa 50401

Prime Contract Change Order #010: PR #3 Well house exhaust fan

TO:	City of Mason City 10 1st St NW Mason City, Iowa 50401	FROM:	Henkel Construction Company 208 East State St Mason City, Iowa 50401
DATE CREATED:	12/23/2024	CREATED BY:	Cheryl Hubbard (Henkel Construction Company)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	1:	TOTAL AMOUNT:	\$14,327.50

DESCRIPTION:

CE #018 - PR #3 Well house exhaust fan

Per PR #3 - add exhaust fan and louver at well house. Includes modifications to existing framing, siding and painting. Excludes any electrical or controls work, understood that that scope will be completed by others directly with the owner. Louver color to be selected from standard colors and will not be field painted.

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
010	PR #3 Well house exhaust fan		\$14,327.50
Total:			\$14,327.50

CHANGE ORDER LINE ITEMS:

PCO # 010: PR #3 Well house exhaust fan

#	Budget Code	Description	Amount
1	1-101.L Supervision.Labor	Admin	\$150.00
2	6-103.L Rough Carpentry.Labor	Framing	\$400.00
3	6-103.M Rough Carpentry.Material	Framing	\$375.00
4	7-620.L Hardie Siding.Labor	Well house siding	\$375.00
5	7-621.M Nichiha Siding.Material	Well house siding	\$300.00
6	9-900.S Painting.Subcontract	Well house siding	\$550.00
7	15-200.S Mechanical.Subcontract	Exhaust fan and louver	\$10,875.00
8	16-001.S Electrical.Subcontract	By owner	\$0.00
Subtotal:			\$13,025.00
Fee (10.00% Applies to Labor, Subcontract, and Material.):			\$1,302.50
Grand Total:			\$14,327.50

The original (Contract Sum)	\$3,203,000.00
Net change by previously authorized Change Orders	\$131,362.56
The contract sum prior to this Change Order was	\$3,334,362.56
The contract sum would be changed by this Change Order in the amount of	\$14,327.50
The new contract sum including this Change Order will be	\$3,348,690.06
The contract time will not be changed by this Change Order.	

Kyle Renneke (ISG Inc.)
115 East Hickory Street Suite 300
Mankato, Minnesota 56001

City of Mason City
10 1st St NW
Mason City, Iowa 50401

Henkel Construction Company
208 East State St
Mason City, Iowa 50401

SIGNATURE

DATE

SIGNATURE

DATE

Cheryl Hubbard 12/23/2024

SIGNATURE DATE



RESIDENTIAL - COMMERCIAL - INDUSTRIAL

DATE

Monday, November 25, 2024

SUBMITTED TO

General Contractor
Attn: Estimating Department

JOB NAME

Bike Park
Mason City, IA

PROJECT SPECIFICATIONS

Division 22 & Division 23

Plumbing & HVAC Per Spec and Design

PR3 - Well House add Fan and two louvers per plan

Materials \$	8,775.00
Labor \$	1,600.00
Balancing \$	500.00
Total:	\$10,875.00

EXCLUDES

Electrical/Controls And Wiring

PREPARED BY:

Jeremy Linn

RESOLUTION NO. 25 –

A RESOLUTION APPROVING A CHANGE ORDER WITH HENKEL CONSTRUCTION COMPANY OF MASON CITY, IOWA FOR CONSTRUCTION OF THE “MASON CITY BIKE PARK BUILDING PACKAGE 3” (WELLHOUSE EXHAUST FAN)

WHEREAS, the City Council of the City of Mason City, Iowa did adopt Resolution No. 23-242 on the 20th day of February, 2024, awarding a contract to Henkel Construction Company of Mason City, Iowa for the “Mason City Bike Park Building Package 3” Project, and

WHEREAS, a change order is necessary (Wellhouse Exhaust Fan).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mason City, Iowa:

Section 1: That the change order in the total amount of \$14,327.50 for said project be and are hereby accepted and approved.

Section 2: That the Mayor is authorized and the Clerk hereby directed to execute the necessary documents.

PASSED AND APPROVED this 21st day of January, 2025.

Paul Adams, Mayor Pro tem

ATTEST:

Aaron Burnett, City Clerk



Memorandum

To: Aaron Burnett, City Administrator
From: Mark A. Rahm, P.E., City Engineer
Date: January 15, 2025
RE: Bike Park and Trails Bid Package 3

Recommendation:

The recommendation is: that the City Council approves multiple change orders associated with the Bike Park and Trails Bid Package 3 project.

Review:

As site work, restoration and finishing components were being completed at the close of the construction season, the project encountered unknown conditions requiring change orders. The item accounting for the majority in the contract increase was topsoil that was used for finished grading and shaping of an area south of the bike park parking lot. Similar to other areas within the park construction zone was unknown, buried materials or abandoned building foundations, etc. from past years that created unsuitable conditions for promoting vegetative growth or in the locations of new utilities and/or amenities.

One change order is for additional materials and labor related to the development of the bike park located at 1500 Elm Drive. It includes topsoil for covering and dressing of an area containing undesirable subsoils. A second change order is for the removal of unforeseen concrete at one of the parking lot light locations.

A third change order associated with the project, within the bouldering area, results in a decrease in the contract. The change order is for the deletion of a concrete slab on which the bouldering equipment was to be installed. The construction of the concrete slab will be completed at a time when the sizing of the bouldering equipment is known.

The three change orders combined resulted in a contract increase of \$14,910.25.

Budget Impact:

The original contract with Henkel Construction Company was in the amount of \$3,203,000.00. Prior and current change orders reflect a new contract amount of \$3,349,272.81. Change orders have resulted in a contract increase of 4.6%. The project is budgeted and is being funded with Local Option Sales and Service Tax Funds and a State Grant.

Council Action Requested:

I respectfully request City Council action approving Prime Contract Change Orders #008, #009, and #011 for materials and labor associated with the Bike Park and Trails Bid Package 3 project.

Attachments:

Prime Contract Change Orders #008, #009, and #011



Mark A. Rahm, P.E., City Engineer



Reviewed and Recommend Approval



PCCO #008

Henkel Construction Company
 208 East State Street
 Mason City, Iowa 50401-3406
 Phone: (641) 423-5674
 Fax: (641) 423-9244

Project: 2407M - Mason City Bike Park - BP #3
 1500 Elm Drive
 Mason City , Iowa 50401

Prime Contract Change Order #008: Added Top Soil

TO:	City of Mason City 10 1st St NW Mason City, Iowa 50401	FROM:	Henkel Construction Company 208 East State St Mason City, Iowa 50401
DATE CREATED:	10/16/2024	CREATED BY:	Cheryl Hubbard (Henkel Construction Company)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	1:	TOTAL AMOUNT:	\$14,256.00

DESCRIPTION:
CE #015 - Added Top Soil
 Additional topsoil to complete the work areas.

ATTACHMENTS:
[MEx Additional Topsoil Change Order Backup.pdf](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
008	Added Top Soil		\$14,256.00
Total:			\$14,256.00

CHANGE ORDER LINE ITEMS:

PCO # 008: Added Top Soil

#	Budget Code	Description	Amount
1	1-101.L Supervision.Labor	Admin	\$150.00
2	2-111.S Earthwork.Subcontract	Added top soil	\$12,810.00
Subtotal:			\$12,960.00
Fee (10.00% Applies to Labor, Subcontract, and Material.):			\$1,296.00
Grand Total:			\$14,256.00

The original (Contract Sum)	\$3,203,000.00
Net change by previously authorized Change Orders	\$69,541.46
The contract sum prior to this Change Order was	\$3,272,541.46
The contract sum would be changed by this Change Order in the amount of	\$14,256.00
The new contract sum including this Change Order will be	\$3,286,797.46
The contract time will not be changed by this Change Order.	

Kyle Renneke (ISG Inc.)
115 East Hickory Street Suite 300
Mankato, Minnesota 56001

City of Mason City
10 1st St NW
Mason City, Iowa 50401

Henkel Construction Company
208 East State St
Mason City, Iowa 50401


10/16/2024

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE



PCCO #009

Henkel Construction Company
 208 East State Street
 Mason City, Iowa 50401-3406
 Phone: (641) 423-5674
 Fax: (641) 423-9244

Project: 2407M - Mason City Bike Park - BP #3
 1500 Elm Drive
 Mason City , Iowa 50401

Prime Contract Change Order #009: Boulder slab credit

TO:	City of Mason City 10 1st St NW Mason City, Iowa 50401	FROM:	Henkel Construction Company 208 East State St Mason City, Iowa 50401
DATE CREATED:	12/20/2024	CREATED BY:	Cheryl Hubbard (Henkel Construction Company)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	1:	TOTAL AMOUNT:	(\$1,950.00)

DESCRIPTION:

CE #017 - Boulder slab credit

Owner has not yet sourced owner provided climbing boulders. Without specific information of boulder size and configuration we can't pour slabs. Credit to eliminate concrete with add for replacement with subbase material.

***Does NOT include additional Engineered Playground surfacing.

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
009	Boulder slab credit		(\$1,950.00)
Total:			(\$1,950.00)

CHANGE ORDER LINE ITEMS:

PCO # 009: Boulder slab credit

#	Budget Code	Description	Amount
1	1-101.L Supervision.Labor	Admin	\$150.00
2	2-111.S Earthwork.Subcontract	base material	\$1,900.00
3	3-021.S Concrete Subcontractor.Subcontract	Credit slabs	\$(4,000.00)
Grand Total:			\$(1,950.00)

The original (Contract Sum)	\$3,203,000.00
Net change by previously authorized Change Orders	\$131,362.56
The contract sum prior to this Change Order was	\$3,334,362.56
The contract sum would be changed by this Change Order in the amount of	(\$1,950.00)
The new contract sum including this Change Order will be	\$3,332,412.56
The contract time will not be changed by this Change Order.	



PCCO #009

Kyle Renneke (ISG Inc.)
115 East Hickory Street Suite 300
Mankato, Minnesota 56001

City of Mason City
10 1st St NW
Mason City, Iowa 50401

Henkel Construction Company
208 East State St
Mason City, Iowa 50401

Cheryl Hubbard 12/20/2024
SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE



PCCO #011

Henkel Construction Company
 208 East State Street
 Mason City, Iowa 50401-3406
 Phone: (641) 423-5674
 Fax: (641) 423-9244

Project: 2407M - Mason City Bike Park - BP #3
 1500 Elm Drive
 Mason City, Iowa 50401

Prime Contract Change Order #011: Existing Concrete removal at lights

TO:	City of Mason City 10 1st St NW Mason City, Iowa 50401	FROM:	Henkel Construction Company 208 East State St Mason City, Iowa 50401
DATE CREATED:	12/23/2024	CREATED BY:	Cheryl Hubbard (Henkel Construction Company)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	1:	TOTAL AMOUNT:	\$2,604.25

DESCRIPTION:
 CE #019 - Existing Concrete removal at lights
 Additional unforeseen concrete removal at parking lot light pole bases.

ATTACHMENTS:
 MEx removals at light poles.pdf

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
011	Existing Concrete removal at lights		\$2,604.25
Total:			\$2,604.25

CHANGE ORDER LINE ITEMS:

PCO # 011: Existing Concrete removal at lights

#	Budget Code	Description	Amount
1	1-101.L Supervision.Labor	Admin	\$150.00
2	2-111.S Earthwork.Subcontract	Concrete removal	\$2,217.50
Subtotal:			\$2,367.50
Fee (10.00% Applies to Labor, Subcontract, and Material.):			\$236.75
Grand Total:			\$2,604.25

The original (Contract Sum)	\$3,203,000.00
Net change by previously authorized Change Orders	\$131,362.56
The contract sum prior to this Change Order was	\$3,334,362.56
The contract sum would be changed by this Change Order in the amount of	\$2,604.25
The new contract sum including this Change Order will be	\$3,336,966.81
The contract time will not be changed by this Change Order.	



PCCO #011

Kyle Renneke (ISG Inc.)
115 East Hickory Street Suite 300
Mankato, Minnesota 56001

City of Mason City
10 1st St NW
Mason City, Iowa 50401

Henkel Construction Company
208 East State St
Mason City, Iowa 50401

SIGNATURE DATE

SIGNATURE DATE

Cheryl Hubbard 12/23/2024

SIGNATURE DATE

RESOLUTION NO. 25 –

A RESOLUTION APPROVING CHANGE ORDERS #008, #009, AND #011 WITH HENKEL CONSTRUCTION COMPANY OF MASON CITY, IOWA FOR CONSTRUCTION OF THE “MASON CITY BIKE PARK BUILDING PACKAGE 3”

WHEREAS, the City Council of the City of Mason City, Iowa did adopt Resolution No. 23-242 on the 20th day of February, 2024, awarding a contract to Henkel Construction Company of Mason City, Iowa for the “Mason City Bike Park Building Package 3” Project, and

WHEREAS, multiple change orders are necessary.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mason City, Iowa:

Section 1: That the change orders (#008, #009, and #011) in the total amount of \$14,910.25 for said project be and are hereby accepted and approved.

Section 2: That the Mayor is authorized and the Clerk hereby directed to execute the necessary documents.

PASSED AND APPROVED this 21st day of January, 2025.

Paul Adams, Mayor Pro tem

ATTEST:

Aaron Burnett, City Clerk

City of Mason City
Development Services Department

Memorandum

To: Aaron Burnett, City Administrator
From: Steven J. Van Steenhuyse, Director of Development Services
Date: January 15, 2025
RE: Letter of Support for Horizon Development Group Tax Credit Application

Recommendation:

Staff requests approval of the resolution authorizing the Mayor to sign a letter of support for the Low-Income Housing Tax Credit application by Horizon Development Group.

Review:

In September of 2024, Staff issued a Request for Proposals to develop the 1.8 acres site on the west side of North Delaware Avenue, across Northbound US 65 from the Fareway store. The City received four proposals and recommended approval of the proposal from the Horizon Development Group for a low-income senior citizen development with 45 units. On November 19, 2024, the City Council approved Horizon’s proposal and authorized Staff to negotiate a purchase and sale agreement with them. Staff has been working with Horizon on this agreement and expect to have it on the February 4 Council agenda.

The developer intends to apply for Low-Income Housing Tax Credits (LIHTC) to help finance the project. This is a Federal program that is administered at the state level by the Iowa Finance Authority and is highly competitive. Horizon will receive additional application points due to the City’s designation as an Iowa Thriving Community. Horizon has asked for a Letter of Support from the City. This support is needed to gain additional scoring points.

The Letter of Support acknowledges Horizon’s LIHTC application and states the City’s support for the project. It notes that Horizon will be applying for other funding programs, and states the City’s support for all of its application efforts.

Budget Impact:

There is no impact to the operating budget resulting from this action.

Council Action Requested:

Staff requests approval of the resolution authorizing the Mayor to sign a letter of support for the Low-Income Housing Tax Credit application by Horizon Development Group.

Attachments:

1. Letter of Support



Steven J. Van Steenhuyse, AICP
Director of Development Services



Reviewed and Recommend Approval



CITY OF MASON CITY, IOWA
10 First Street Northwest
Mason City, Iowa 50401
641.421.3600
www.masoncity.net

Date

Debi Durham, Director
Iowa Finance Authority
1963 Bell Avenue, Suite 200
Des Moines, IA 50315

RE: Letter of Support
Harmony Park, Mason City, IA 50401

Dear Director Durham,

The City of Mason City is aware of Horizon Development Group's application this February for Low Income Housing Tax Credits for a 45-unit, new construction affordable housing project (Harmony Park), to be located at 508 North Delaware Avenue in Mason City. The site location was awarded to Horizon Development Group through a competitive RFP process held by the City in October of 2024. The City strongly supports the proposed Harmony Park project and Horizon's application for Low Income Housing Tax Credits.

The City understands that the project is applying for HOME and National Housing Trust Fund (NHTF) program assistance. We support the application efforts in all the above and are excited about this project. If I can provide any other information or perspective, please feel free to contact me.

Sincerely,

Bill Schickel
Mayor

RESOLUTION NO. 25 –

A RESOLUTION AUTHORIZING THE MAYOR/MAYOR
PRO TEM TO SIGN A LETTER OF SUPPORT FOR THE
LOW-INCOME HOUSING TAX CREDIT APPLICATION
BY HORIZON DEVELOPMENT GROUP

WHEREAS, City staff issued a Request for Proposals to develop the 1.8 acres site on the west side of North Delaware Avenue, across Northbound US 65 from the Fareway Store, and

WHEREAS, on November 19, 2024, the City Council approved the proposal from Horizon Development Group for a low-income senior citizen development with 45 units, and

WHEREAS, the developer intends to apply for Low-Income Housing Tax Credits to help finance the project and has requested a Letter of Support from the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mason City, Iowa:

Section 1: That the City of Mason City, Iowa does hereby indicate its support of the application for Low-Income Housing Tax Credits and authorizes the submission of a Letter of Support for the Horizon Development Group.

Section 2: That the Mayor/Mayor Pro tem is hereby authorized and directed to submit the necessary documents.

PASSED AND APPROVED this 21st day of January, 2025.

Paul Adams, Mayor Pro tem

ATTEST:

Aaron Burnett, City Clerk

City of Mason City
Development Services Department

Memorandum

To: Aaron Burnett, City Administrator
From: Steven J. Van Steenhuyse, Director of Development Services
Date: January 14, 2025
RE: Resolution Certifying the Population of Annexed Territory

Recommendation:

Staff recommends approval of the Resolution certifying the population of recently annexed territory to the State Treasurer.

Review:

On November 5, 2024, the City Council held a public hearing and approved a resolution annexing approximately 45 acres, located at the southeast corner of Iowa Highway 122 and Lark Avenue. This annexation became official on November 15, 2024, when it was acknowledged in writing by the Iowa Secretary of State.

Iowa Code 312.3(4) requires the Mayor and City Council to certify the population of any annexed territory, as determined by the last certified federal census, to the Treasurer of State in order for apportionment of street construction funds to be adjusted.

The 2020 Census shows that the property in question is within Tract 9502.01, Block Group 1, Block 2025 and Tract 9502.02, Block Group 2, Block 2005. According to the Census, there is no one living within the annexed territory. The land consists of the Tractor Supply store under construction, a portion of the IA 122 right-of-way, a portion of the Lark Avenue right-of-way, and the remainder farm land.

The attached certifies to the Treasurer of State that there are no persons residing in the annexed area.

Budget Impact:


There is no impact to the operating budget resulting from this action.

Council Action Requested:

Staff recommends approval of the Resolution certifying the population of recently annexed territory to the State Treasurer.

Attachments:

1. Resolution: Certification to the Treasurer of State



Steven J. Van Steenhuyse, AICP
Director of Development Services



Reviewed and Recommend Approval

RESOLUTION NO. 25 -

CERTIFICATION OF POPULATION IN ANNEXED TERRITORY
TO THE IOWA TREASURER OF STATE

WHEREAS, the City of Mason City, after holding a public hearing, approved Resolution No. 24-226, to annex approximately 40 acres, including adjacent road right-of-way to Mason City on November 5, 2024, which resolution was subsequently submitted to the Iowa Secretary of State in accordance with Iowa Code; and

WHEREAS, said annexation was acknowledged by the Iowa Secretary of State on November 15, 2024; and

WHEREAS, Iowa Code 312.3(4) requires the Mayor and City Council to certify the population of any annexed territory, as determined by the last certified federal census, to the Treasurer of State in order for apportionment of street construction funds to be adjusted.; and

WHEREAS, according to the United States Census of 2020, the population of the annexed area is as follows:

Census Geography	Population
Cerro Gordo County, Tract 9502.01, Block Group 1, Block 2025	0
Cerro Gordo County, Tract 9502.02, Block Group 2, Block 2005	0

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the hereby determines that the population of area annexed via Resolution No. 24-226 is 0 (zero), and certifies the same to the Treasurer of State, in accordance with Iowa Code 312.3(4).

PASSED AND APPROVED this 21st day of January, 2025

Paul Adams, Mayor Pro tem

ATTEST:

Aaron Burnett, City Clerk

City of Mason City
Development Services Department

Memorandum

To: Aaron Burnett, City Administrator
From: Steven J. Van Steenhuyse, Director of Development Services
Date: January 14, 2025
RE: Downtown Revitalization Loan: Splash Multi-Sport, 205 North Federal Avenue

Recommendation:

Staff respectfully requests approval of a forgivable Downtown Revitalization Loan (DoRL) in the amount of \$30,000 for renovations at 205 North Federal Avenue (Splash Multi-Sport). The Forgivable Loan and Grant Review Committee recommends approval of the request.

Review:

The owner of Splash Multi-Sport, Eric Follmuth, has applied for a DoRL loan for \$30,000 to renovate the façade of his building at 205 North Federal Avenue. The total cost of this project is estimated at \$100,331. The owner has provided a letter from Farmers State Bank pledging to meet the match requirement.

The first floor of the building has an historically inappropriate treatment with light colored bricks and very narrow windows. In late November 2024, a vehicle left the roadway and struck the front of the building. The owner decided to replace the damaged façade with a design that is similar to the original storefront. He seeks a \$30,000 forgivable loan to fund this project.

The Forgivable Loan and Grant Review Committee met on January 13 to consider this application. The Committee scored the application according to the Scoring Matrix used for DoRL and CoRL requests. Scores ranged from 35 to 48, with an average score of 42.9. A minimum score of 28 is required for consideration. The Committee recommends approval of the request. Staff concurs with this recommendation.

Budget Impact:

There is no impact to the operating budget resulting from this action. The City Assessor determined that the project will increase the value of the building by \$15,790, a seven percent increase.

Council Action Requested:

Staff respectfully requests approval of a forgivable Downtown Revitalization Loan (DoRL) in the amount of \$30,000 for renovations at 205 North Federal Avenue (Splash Multi-Sport).

Attachments:

1. DoRL application, copy of Farmers State Bank letter, estimates, and renderings
2. Minutes of the Forgivable Loan and Grant Review Committee, 1/13/25.



Steven J. Van Steenhuyse, AICP
Director of Development Services



Reviewed and Recommend Approval

Downtown Revitalization Loan (DoRL) Program Application

City of Mason City, Iowa

All fields must be completed, and all required attachments must be submitted with this application form. Incomplete applications may be rejected. **Please obtain a copy of the Application Instructions and Program Requirements, and read it carefully before completing the application.** If you have questions about completing the application, call Development Services at (641) 421-3626.

A. Building Information

Building Name:	Splash Printing Co./Markley Youngblood		
Site Address:	205 N Federal Ave		
Tax Property ID No.	071010400700		
Legal Description: (attach separately if necessary)	N 22' L 7 & S 22' L 6 BLK 8 PAUL FELTS PLAT		

B. Applicant Information

Building Owner:	Splash Real Estate, LLC		
FEIN (if applicable):		Owner Type (Check One)	
Contact Name:	Eric Follmuth	<input type="checkbox"/> Individual(s)	
Owner/Contact Address:	205 N Federal Ave	<input type="checkbox"/> Proprietorship	
City/State/Zip:	Mason City, IA 50401	<input type="checkbox"/> Partnership	
Phone:	641-425-5357	<input checked="" type="checkbox"/> LLC	
Email:	eric@splashmulti.com	<input type="checkbox"/> Corporation	

C. Proposed Project

Describe in detail the proposed project. This narrative should describe the same project summarized in Section D. (Attach additional sheets if necessary.)

See Additional Sheet

Project Start Date:	3/1/2025	Project Completion Date:	6/1/2025
---------------------	----------	--------------------------	----------

Explain why Downtown Revitalization Loan funds are required to complete the project. Would improvements be completed without assistance or would improvements be made to a lesser degree?

See Additional Sheet

Total amount of DoRL funds requested:	\$30,000	Total estimated project cost:	\$97,831
---------------------------------------	-----------------	-------------------------------	-----------------

Note: Maximum loan request (matched at least dollar for dollar from other sources): \$30,000

D. Summary of Project Costs (attach additional sheets if necessary)

Proposed Work: all work listed must include contractor's estimates	Contractor/ Subcontractor	Estimated Completion Date	Estimated Cost
<i>Exterior Improvements. Focus on Improvements that affect real property assessed value</i>			
Additional Sheet is provided from Bergland+Cram	Henkel	6/1/2025	\$ 97,831
Total Exterior			\$ 97,831
<i>Interior Improvements. Value of Improvements that do not affect real property value may be considered towards meeting match requirements</i>			
OFFICE DOOR / DRYWALL	Eric Follmuth	6/1/2025	\$ 1000
NEW RETAIL SPACE FLOORING	Eric Follmuth	6/1/25	1500
Total Interior			\$ 2500
Total Project Cost			\$ 100,331

E. Current Occupancy/Tenancy

Occupant/Tenant Name	Occupancy/Tenant Type (retail, office, residential, etc.)
Splash Printing Co	Retail/light manufacturing

If the building is a mixed use (commercial/residential), duplex or multi-residential structure, how many dwelling units are in the building? N/A

If the project property is vacant, how long has it been vacant? N/A

Number of jobs (if any) the proposed project will create or retain: N/A

Jobs created/retained paying 90% or higher of area laborshed wages (see <https://www.iowaeda.com/wage-requirements/>), if applicable N/A

F. Proposed Financing

Source	Amount
Sources of Matching Funds (include documentation confirming availability of matching funds) :	
Owner Cash (must provide proof such as bank statement or similar):	\$
Bank or other Loan: (Bank Name): FSB	\$ 40,000
Other (Describe): Insurance Claim	\$ 32,000
Other: From Auto Accident	\$
Other:	\$
Total	\$ 72,000

G. Application Attachments

Check if Submitted. All applicable items are required. Incomplete applications may be rejected.

- Written Bids/Quotes for eligible work to be completed
- Design Plan or detailed description of work to be completed, including renderings
- Building Photographs showing pre-project condition
- Letters of Commitment or other proof of available matching funds
- Affidavit Certifying Jobs Created/Retained at 90% or greater of laborshed wages (if applicable).

H. Applicant Signature

By signing and submitting this application, the applicant hereby certifies that:

1. I (we) certify that all information contained in this application and any attachments or exhibits is true and correct to the best of my (our) knowledge and are submitted to the City of Mason City so the City can decide whether to grant a loan as a part of the Downtown Revitalization Loan program.
2. I (we) understand that additional data may be required if requested by the Loan Review Committee.
3. I (we) have read and understand the project requirements, application requirements, and scoring criteria for this program.
4. I (we) have read and understand the conditions of the Downtown Revitalization Loan Program and agree to abide by its conditions and guidelines. I (we) understand that a written Loan Agreement is required for approved projects.

By signing and submitting this application, the applicant hereby agrees to the following:

1. I (we) authorize the City of Mason City to research the proposed project and obtain credit reports (if necessary) for the reasonable evaluation of this application. I (we) will provide necessary information needed by the City of Mason City to perform the research or to obtain a credit report. Personal information will be kept confidential.
2. Expenditures incurred prior to approval of the application and execution of the Forgivable Loan Agreement, except architectural or design services, are not eligible for payment under this program and may not be used toward the required match for the forgivable loan.
3. I (we) agree that the acceptance of this application does not commit the City to enter into any agreement, to pay any costs incurred in its preparation, to participate in subsequent negotiations, or to contract for the project. The City expressly reserves the right to reject any or all applications.
4. I (we) also agree that architectural or design services will be considered an eligible project cost only if a facade design or architectural site and floor plans have been professionally completed and are included with this application, and bids or quotes for all proposed work were obtained and are included with this application.

Should assistance be provided, applicant/borrower agrees:

1. If the loan is approved by the City Council, the applicant/borrower agrees to enter into a Forgivable Loan Agreement with the City that specifies the conditions of disbursement of the forgivable loan.
2. To keep such records and receipts as may be required by the City in connection with the work to be assisted and to make the records and receipts available to the City.
3. To notify the City of Mason City of any change in ownership of the benefitted property.
4. To provide proof of insurance covering the building in which the improvements are constructed, if requested by the City.

In addition, the applicant is aware of the following:

1. Assistance through the Downtown Revitalization Loan Program is given in the form of a forgivable loan. If the building is sold prior to the end of the term of the loan, or if the City determines that the application contains false or misleading information, the City may require all or part of the loan to be repaid.
2. The applicant will be obligated to maintain the building improvements for a period equal to the length of loan repayment.
3. The maximum participation per property in the Downtown Revitalization Loan Program is limited to \$30,000. Any one individual or entity may not be responsible for repayment of more than two (2) Corridor Revitalization forgivable loans, two (2) Downtown Revitalization forgivable loans, or two (2) such loans in combination.
4. Financial assistance will not be provided if property taxes or special assessments are in arrears or if the applicant has outstanding, delinquent debt with the City.
5. Only those loans meeting minimum scoring requirements as determined by the Loan Review Committee will be forwarded to the City Council for final disposition.
6. Forgivable loans will be secured with a mortgage on the benefitted property. Loan funds will not be disbursed until all work has been completed and inspected, costs documented, a promissory note executed, and the mortgage recorded with the Cerro Gordo County Recorder.
7. The applicant understands that the increased taxes resulting from the improvements covered by this loan are not eligible for tax abatement under the City of Mason City Urban Revitalization Program.



Authorized Signature (all persons listed on the deed must sign)

12/20/2025

Date

Eric Follmuth, Member

Title (owner, agent, etc.)

Authorized Signature

Date

Title (owner, agent, etc.)

Office Use Only:

Date/Time Received:

12-30-24

Received by:

L. Sheimo

Splash Printing Co Additional Information

C. Proposed Project.

The lower - not original - brick facade will be removed. New aluminum framing and windows will be installed. The entry door to the south side of the building will be changed, and the doorway to the second story will be replaced. We intend to get as close to the original facade as possible, while creating an ADA compliant entry.

We would not be making this renovation to the facade if the DoRL loan was not available. The auto accident that damaged our building generated some unexpected funds that we hope to leverage with the DoRL loan. The insurance claim and DoRL funds will get us two-thirds of the way to the total estimate of the project. We have secured a loan from Farmers State Bank to cover the rest. If this DoRL loan application is denied, we will be forced to repair the damage from the accident, and no further improvements/renovations will be made.

**205 N Federal Ave - Mason City, IA
 Splash Printing Co.**

12.10.24

PRELIMINARY ESTIMATE OF PROBABLE COSTS

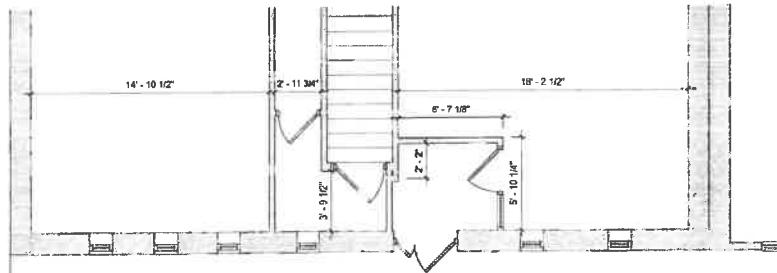
#24029

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Cost Per</u>	<u>Extension</u>
EXTERIOR IMPROVEMENTS				
Brick repair - major	42	NSF	\$85	\$3,570
Paint (High detail)	166	NSF	\$30	\$4,980
Window replacement storefront	300	NSF	\$50	\$15,000
Door alum and glass replacement	1	Door	\$3,000	\$3,000
Densglass soffit	66	NSF	\$25	\$1,650
Build knee wall	30	NSF	\$60	\$1,800
Wood paneling	30	NSF	\$15	\$450
Concrete foundations for columns	2	PER	\$8,000	\$16,000
Columns	2	Per	\$850	\$1,700
Restore beam	44	LF	\$50	\$2,200
Stone cleaning and sealing	15	NSF	\$20	\$300
Awning with 6' projection and sides	0	Per 22'	\$7,500	\$0
Exterior lighting	2	Per 22'	\$2,750	\$5,500
Sign 2D	0	NSF	\$25	\$0
Build temporary wall and demolish after	2	Wall	\$2,500	\$5,000
Demolition of Existing Façade	2	Wall	\$5,000	\$10,000
New sign panel	2	Per	\$6,000	\$12,000
Cut in thermal break at exterior recess	19	NLF	\$30	\$570
Flatwork	66	NSF	\$20	\$1,320
Subtotal				\$71,150
SOFT COSTS				
General Contractor Markup			10%	\$7,115
General contractor General Conditions			15%	\$10,673
Contingency			10%	\$8,894
TOTAL				\$97,831



BERGLAND + CRAM
 115 South Delaware Ave
 Mason City, Iowa 50201
 T 564-423-9349
 F 564-423-7214
 www.berglandcram.com

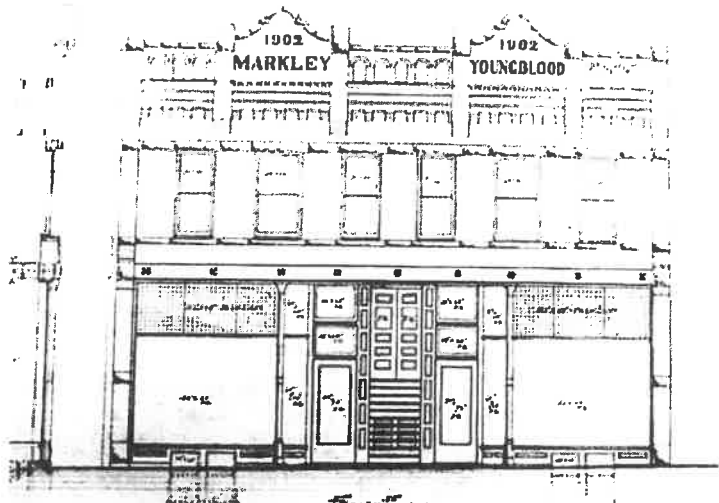
SPLASH PRINTING CO.
SPLASH PRINTING CO.
FACADE RENOVATION
 203 N FEDERAL
 MASON CITY, IOWA



1 EXISTING CONDITION
 3/16" = 1'-0"

PRELIMINARY
 NOT FOR
 CONSTRUCTION
 12.16.24

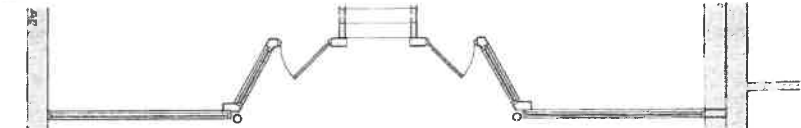
COPYRIGHT 2019	
DRAWN BY:	Author
REVISIONS	
PROJECT #	24029
FLOOR PLAN	
	P1
	1 OF 3



*J.L. Mieseler to J.D. Youngblood
Mason City, Iowa*

*Transferring
to the 4th floor*

*See 117
Mason City, Iowa*



2 HISTORIC PLAN
3/16" = 1'-0"

BERGLAND + CRAM
113 South Delaware Ave
Mason City, Iowa 50401
1 641 653 0319
1 641 425 7311
www.berglandcram.com
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SPLASH PRINTING CO.
SPLASH PRINTING CO.
FACADE RENOVATION
JCS, N. FEDERAL
MASON CITY, IOWA

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CONSTRUCTION
12.16.24

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REVISIONS
PROJECT # 24029
EXTERIOR ELEVATION HISTORIC
P2
2 of 3

NOTES:

STRUCTURE OF EXISTING FACADE WALL TO BE REVIEWED BY STRUCTURAL ENGINEER.

IF HISTORIC COLUMNS REMAIN AND ARE IN GOOD CONDITION, THEY WILL BE MAINTAINED AND REFINISHED AND EXPOSED IN THE NEW DESIGN.

IF HISTORIC COLUMNS HAVE BEEN REMOVED AND NEW COLUMNS ARE REQUIRED, NEW COLUMNS WILL BE PLACED PER ENGINEERS SPECS. COLUMNS WILL BE BURIED IN NEW WALL CONSTRUCTION.

STEEL LINTEL TO BE CLEANED/PRIMED/PAINTED.

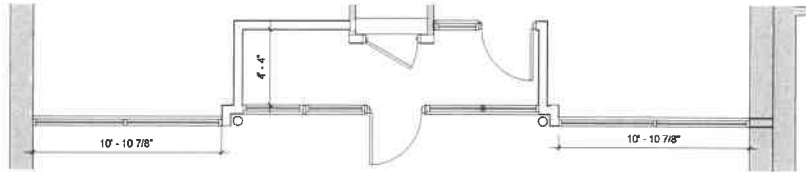
PAINTED WOOD ELEMENTS (KNEE WALL, COLUMN CONDITIONS) WILL BE MARINE GRADE MATERIALS.

ALUMINUM STOREFRONT WILL BE PAINTED. GLAZING WITHIN THE STOREFRONT WILL BE LOW E INSULATED GLASS, CLEAR OR TINTED WITHIN ALLOWANCE.



1 WEST ELEVATION

3/16" = 1'-0"



2 PROPOSED PLAN

3/16" = 1'-0"

BERGLAND + CRAM
 architects + planners + interior
 115 South Delaware Ave
 Mason City, Iowa 50401
 t. 1.841.428.8349
 f. 1.841.428.7514
 e. info@berglandcram.com
 www.berglandcram.com

**SPLASH PRINTING CO. FACADE
 RENOVATION**
 205 N FEDERAL
 MASON CITY, IOWA

PRELIMINARY
 NOT FOR
 CONSTRUCTION
 1.9.25

COPYRIGHT 2025	
DRAWN BY:	Author
REVISIONS	
PROJECT #	24029
EXTERIOR ELEVATION PROPOSED	
P3	
3 of 3	



FARMERS STATE BANK

www.fsbanks.com

P.O. BOX 6
GRAFTON, IOWA 50440
(641) 748-2222
FAX: (641) 748-2224

P.O. BOX 125
JOICE, IOWA 50446
(641) 588-3121
FAX: (641) 588-3621

P.O. BOX 198
VENTURA, IOWA 50482
(641) 829-3986
FAX: (641) 829-3978

P.O. BOX 105
NORTHWOOD, IOWA 50459
(641) 324-2273
FAX: (641) 324-2304

517 FEDERAL AVE. S.
MASON CITY, IOWA 50401
(641) 424-1949
FAX: (641) 424-2750

P.O. BOX 248
ST. ANSGAR, IOWA 50472
(641) 713-2425
FAX: (641) 713-2317

2501 4th STREET S.W.
MASON CITY, IOWA 50401
(641) 424-3053
FAX: (641) 424-3252

2101st AVENUE N.
CLEAR LAKE, IOWA 50428
(641) 357-6174
FAX: (641) 357-6178

December 18, 2024

City of Mason City Corridor Revitalization Program:

Please be advised that Splash Multisport LLC has funds available for property improvements at 205 N. Federal Ave. Mason City, IA. Farmers State Bank has committed to the amount of \$30,000(+). If you have any questions, please contact me at the number listed below.

Sincerely,

Jake Heimer
Vice President
641-424-3053

FDIC



RESOLUTION NO. 25 –

A RESOLUTION AUTHORIZING APPROVAL OF A FORGIVABLE
LOAN TO ERIC FOLLMUTH/SPLASH REAL ESTATE LLC FOR THE
REHABILITATION OF 205 NORTH FEDERAL AVENUE IN CON-
JUNCTION WITH THE DOWNTOWN REVITALIZATION LOAN
PROGRAM

WHEREAS, the City Council of the City of Mason City, Iowa had approved the
Downtown Revitalization Loan (DoRL) program for the revitalization of buildings within the
Downtown area, and

WHEREAS, the program provides for a forgivable loan of up to \$30,000.00
(funded with TIF funds) for improvements to property that result in one or more of the follow-
ing: aesthetic improvements to the exterior, an increase in property value, making dilapidate or
outdated buildings leasable or saleable, or creating downtown dwelling units. Improvements
must respect the historic nature of the building being revitalized, and

WHEREAS, Eric Follmuth/Splash Real Estate LLC has applied for a forgivable
loan in the amount of \$30,000 for the rehabilitation of the 205 North Federal Avenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ma-
son City, Iowa:

Section 1: That request for a forgivable loan in the amount of \$30,000 for the re-
habilitation of 205 North Federal Avenue, be and the same is hereby approved.

Section 2: That the Mayor is authorized and Clerk hereby directed to execute the
necessary documents.

PASSED AND APPROVED this 21st day of January, 2025

Paul Adams, Mayor Pro tem

ATTEST:

Aaron Burnett, City Clerk

City of Mason City
Development Services Dept.

Memorandum

To: Aaron Burnett, City Administrator
From: Tricia Sandahl, Planning and Zoning Manager (on behalf of the Mason City Historic Preservation Commission)
Through: Steven J. Van Steenhuyse, Development Services Director *SV*
Date: August 29, 2024, for the City Council meeting of January 21, 2025
RE: Approval of a Lease Agreement and Asset Purchase Agreement for the Suzie Q Restaurant.

Recommendation:

The Historic Preservation Commission respectfully recommends that the City Council approve the attached Lease Agreement and Asset Purchase Agreement related to the acquisition of the Suzie Q Restaurant, 14 2nd St. NW. Staff concurs with this recommendation. The agreements are attached.

Review:

The Suzie Q Restaurant, located at 14 2nd St. NW, has been a presence in downtown Mason City since 1949. The building is a Valentine Diner that houses a small kitchen area and 9 customer seats. The Suzie Q is a contributing structure to the Downtown Mason City Historic District and is one of the distinctive places that makes downtown Mason City a one-of-a-kind place.

The Suzie Q has been closed since April 24, 2023, when fire destroyed The Kirk Apartments. The Suzie Q sits on a portion of the same lot where The Kirk once stood; the site was leased from the owner of the Kirk. The restaurant's water service was extended from The Kirk and when the building was demolished, the water service was removed. It appears the Suzie Q has an independent sanitary sewer connection and that the sanitary sewer did not flow back to The Kirk. The property has been marketed by the owner since shortly after the fire. A group of local business owners and historians have attempted to find a new owner for the business who

would keep the iconic diner in the downtown, but these efforts have been unsuccessful.

The Historic Preservation Commission has met with the owner of the Suzie Q who has reiterated his desire to see the Suzie Q stay in the downtown as well. He also stated that he would like the Historic Preservation Commission to take ownership of the Suzie Q. While the Commission is empowered to accept real property, they cannot financially obligate the City; acquisition of the Suzie Q and its assets will need to be approved by the City Council and the assets will be held in the name of the City of Mason City.

While the long-term use of the Suzie Q has not been determined, it is the intent of the Historic Preservation Commission to reestablish utilities to the building and develop a Request for Proposals for the reuse of the restaurant. The other assets acquired would be made available to a future occupant or sold. Any revenue would be used to offset the cost to acquire the assets and re-establish the utilities. It is not the intent of the Commission to entertain proposals that would remove the Suzie Q from the downtown. The Commission will also identify and apply for, where appropriate, grants to benefit the diner. To accomplish this, there are two agreements we request the Council to approve.

The first agreement is a lease for the land under the Suzie Q. The Suzie Q has always been located on a leased parcel that is part of the larger parcel that The Kirk Apartments occupied. The Kirk property was recently sold to A2E3 Properties, LLC. The lease includes these provisions, along with additional provisions as outlined in the lease:

- An initial 1-year term with four annual 1-year renewals through 2030.
- The City has the right to maintain and operate the café and shed on the premises.
- The lease agreement grants the landlord the right to buy any improvements installed by the tenant with the purchase price being the amount paid by the City for the Suzie Q and the cost to the City to reestablish public utilities to the building.
- The landlord will have the right of first refusal if the City receives a bona fide offer from a third property.
- Rental payments are due the landlord beginning at \$250 per month. The rent rate will escalate in each subsequent year reaching a maximum of \$400 per month in the final year.
- Reconnection of the utilities is the responsibility of the City.

The lease agreement has been reviewed by the owner and has been approved. It will become effective upon the approval of the Council and execution by the Mayor and City Clerk.

The second attached agreement is an Asset Purchase Agreement. This agreement lays out the terms for the City to acquire the assets of Suzie Qrew, LLC, the holding company for the Suzie Q. These assets generally include:

- Property, including the Suzie Q restaurant and the storage shed currently north of the Suzie Q.
- Tangible property including the contents of the restaurant, shed and a storage unit currently rented by Suzie Qrew, LLC.
- Intangible property including all rights, title and interest in and to all recipes, trade names such as Suzie Q Café, Suzie Qrew, LLC, or any variations of these names, any copyrights, patents, trademarks and other intellectual property as identified in the agreement. This includes the recipe for the Spic ‘n’ Span tenderloin.
- The seller’s rights under any contracts, equipment leases, agreements, arrangement, and understandings.
- Any prepaid expenses, deposits, and credits existing at the time of closing.
- All of the seller’s business documents and records.
- Any accounts receivable.

Excluded from the contract are specific assets of the business as identified in the agreement. The City will not assume any of the Seller’s liabilities in this transaction.

Budget Impact:

The purchase price for the assets is \$50,000. The on-going lease payments will be \$250 per month for the first year, \$275 per month for the second year; \$300 per month for the third year; \$350 per month for the fourth year; and \$400 per month for the fifth year. Utilities for the Suzie Q will also need to be re-established. This includes a new water service and verification that the sanitary sewer connection was independent of the Kirk. It also includes the cost to reenergize the shed which houses several of the restaurants freezers. The cost of this work is undetermined currently. Finally, the shed will need to be moved back to the location where it was at the time of the fire. During firefighting efforts, the shed was moved to the west to protect it. The current location lies outside the lease area; relocating it back to its prior location will put it in the lease area. The cost to move the shed will be minimal. These costs

will be advanced from the DoRL Fund with later repayment from tenant lease payments resulting from the RFP and/or Hotel-Motel tax funds.

Council Action Requested:

The Historic Preservation Commission respectfully requests that the Council approve both the Lease Agreement and the Asset Purchase Agreement. Staff concurs with this request.

Attachments:

- Lease Agreement
- Aerial image of lease area
- Asset Purchase Agreement

Tricia Sandahl

Tricia Sandahl, Planning and Zoning Mgr.



Reviewed and Recommend Approval

LEASE AGREEMENT

THIS lease ("Lease"), made and entered into by and between **A2E3 PROPERTIES LLC** ("Landlord"), an Iowa limited liability company, whose address for the purpose of this lease is 2115 Springview Drive, Mason City, IA 50401, and the **CITY OF MASON CITY, IOWA** ("Tenant"), an Iowa municipal corporation, whose address for the purpose of this lease is 10 1st Street NW, Mason City, Iowa 50401.

RECITALS

WHEREAS, Landlord owns that real property locally known as 206 N Federal Avenue, Mason City, Iowa (Mason City Parcel ID 070923101100) legally described as: LOT EIGHT (8) AND THE SOUTH THIRTY-SEVEN (37) FEET OF LOT FIVE (5) IN BLOCK SEVEN (7) IN PAUL FELT'S PLAT OF MASON CITY, IOWA; and

WHEREAS, Tenant is under contract to acquire the Suzie Q Café ("Café"), a restaurant/café located upon the Premises as hereinafter defined; and

WHEREAS, Landlord and Tenant desire to enter into a new lease providing for the continued location and operation of the Café upon the Premises.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained therein, the Parties hereto agree as follows:

1. PREMISES AND TERM. Landlord leases to Tenant the following described real property ("Premises"), locally known as 14 2nd Street NW (Mason City Parcel ID 070923101100) situated on the northeast corner of N. Enterprise Avenue and 2nd Street NW in Mason City, Cerro Gordo County, Iowa:

THE WEST 43 FEET OF THE SOUTH 23 FEET OF LOT EIGHT
(8) IN BLOCK SEVEN (7) IN PAUL FELT'S PLAT OF MASON
CITY, IOWA

for an initial term of ten (1) year beginning on _____, 2025 and ending on _____, 2026, upon the condition that Tenant performs as provided in this Lease. This initial term shall automatically renew for successive one (1) year terms for a period of four (4) years, with the last renewal to expire _____, 2030, absent written notice of termination from one party to the other within one hundred eighty (180) days prior to the end of the then current term. Tenant must not be in default in order for the lease to automatically renew.

2. TENANT IMPROVEMENTS. Tenant shall have the right to maintain the Café at its present location; to relocate and maintain the approximately ___' x ___' shed upon the Premises; and to add and maintain an outdoor dining area and related improvements upon the Premises subject to approval by Landlord, which approval shall not be unreasonably withheld. The Café, the shed, and all other improvements to the Premises shall remain the sole property of Tenant and shall not attach to the Premises or be construed as fixtures. Landlord reserves the option to buy any improvements installed by Tenant during the term of the Lease, with the

purchase price to be the amount paid by the Tenant for said improvements along with installation expenses incurred by Tenant.

3. RIGHT OF FIRST REFUSAL. If at any time during the term of this Lease Tenant receives a bona fide offer from a third-party to purchase the Café, without contingencies, or with contingencies that have been waived, and Tenant accepts said offer, said acceptance shall be contingent upon Landlord's Right of First Refusal. Landlord shall have the right to purchase the Café, under the same terms and conditions as proposed to Tenant by any third-party purchaser and shall exercise said right by giving Tenant written notice of its intent to exercise the same, with no contingencies, within thirty (30) days of receiving formal notice of an accepted offer from Tenant.

4. RENT. Tenant agrees to pay Landlord as rent \$250.00 per month for the first twelve (12) month period of the Lease; \$275.00 per month for the second twelve (12) month period of the Lease; \$300.00 per month for the third twelve (12) month period of the Lease; \$350.00 per month for the fourth twelve (12) month period of the Lease; and \$400.00 per month for the fifth twelve (12) month period of the Lease, in advance commencing on _____, and on the 1st day of each month thereafter, during the term of this Lease. Rent for any partial month shall be prorated as additional rent. All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing.

5. POSSESSION. Tenant shall be entitled to possession on the first day of the lease term and shall yield possession to Landlord at the termination of this Lease.

6. USE. Tenant shall utilize the Premises only for operation of a café restaurant and related outdoor dining. Tenant will make no unlawful use of the Premises and agrees to comply with all valid city, state, and federal regulations, ordinances, and laws concerning Tenant's use of the Premises.

7. CARE AND MAINTENANCE. Tenant shall maintain the Premises, including any improvements made the Premises, in a reasonable safe, serviceable, clean, and presentable condition, and shall make all repairs, replacements and improvements to the Premises agreed to by Landlord, including any changes, alterations, or additions ordered by any lawfully constituted government authority directly related to Tenant's use of the Premises. Tenant shall perform and maintain all lawn care of the Premises. Tenant shall further remove snow and ice from public sidewalks adjacent to the Premises but shall not be responsible for physical repairs to the public sidewalk. Any assessments due to Tenant's failure to perform maintenance of the Premises, i.e. lawn care and snow and ice removal, shall be the sole responsibility of the Tenant.

8. UTILITIES AND SERVICES. Prior to re-opening the Café to the public, Tenant shall install and connect dedicated water and sanitary sewer services to the Café, at Tenant's sole expense, subject to Landlord's consent as to the location of said water and sanitary sewer lines, and shall thereafter pay for all related fees and charge for such service, along with all fees and charges for other utilities provided to the Café. Landlord shall cooperate with Tenant's efforts to install water and sanitary sewer service, including but not limited to consenting to necessary government approvals, and granting such easements over the Premises, and to the extent required Property, as may be required provided the same do not unduly interfere with Landlord's use or development of the Property.

9. SURRENDER. Upon the termination of this Lease, Tenant shall, at its cost, remove all improvements and surrender the Premises to Landlord in good and clean condition,

except for ordinary wear and tear or damage without fault or liability of Tenant. For purposes of this section the term "improvement" shall mean the Café, the shed, the dedicated water and sanitary sewer service serving the Café, and any outdoor dining area and related improvements. Continued possession, beyond the term of this lease and the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease.

10. ASSIGNMENT AND SUBLETTING. No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not be unreasonable withheld.

11. INSURANCE.

A. PROPERTY INSURANCE. Tenant shall insure real and personal property for the Premises for the full insurable value. Tenant's insurance policies and proof of Tenant's insurance shall be provided to Landlord.

B. LIABILITY INSURANCE. Tenant shall provide general liability coverage for Premises and shall provide proof of same to Landlord. This policy shall be endorsed to include the Landlord as an additional insured.

12. LIABILITY FOR DAMAGE. Each party shall be liable to the other for all damage to the property of the other negligently, recklessly, or intentionally caused by that party (or their agents, employees, representatives, licensees, or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

13. REAL ESTATE TAXES. Tenant shall be responsible for all real estate taxes and assessments attributable to the Premises billed to Landlord for the duration of this Lease and shall promptly reimburse Landlord for the same.

14. INDEMNITY. Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage, and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the Premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

15. DAMAGE. In the event of damage to the Premises or the Café, such that Tenant is unable to use the Premises, this Lease may be terminated at the option of either party. Such termination shall be effected by notice of one party to the other within thirty (30) days after such notice; and both Parties shall thereafter be released from all future obligations hereunder.

16. MECHANICS' LIENS. Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the Premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service, or labor for any improvement on the Premises.

17. DEFAULT, NOTICE OF DEFAULT, AND REMEDIES.

A. EVENTS OF DEFAULT. Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the

terms of the lease; (3) abandonment of the premises. "Abandonment" means the Tenant has failed to use the premises for more than fifteen (15) consecutive business days; (4) institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankrupt; assignment for the benefit of creditors of the interest of Tenant under this Lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

B. NOTICE OF DEFAULT. Landlord shall give Tenant a written notice specifying the default and giving the Tenant thirty (30) days in which to correct the default. If Tenant cannot cure a default within thirty (30) days of receipt of written notice, Landlord shall have the right to terminate this Lease.

C. REMEDIES. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this Lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this Lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

18. NOTICES AND DEMANDS. All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

19. PROVISIONS BINDING. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors, and assigns of the Parties hereto.

20. CERTIFICATION. Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

21. ADDITIONAL PROVISIONS. This Lease shall be expressly contingent upon approval by the City Council for Mason City, Iowa.

IN TESTIMONY WHEREOF we have hereunto affixed our hand this ____ day of _____, 2025.

LANDLORD:
A2E3 Properties LLC,
an Iowa limited liability company

By: _____
Sara J. Carlsson as Manager

STATE OF IOWA,
CERRO GORDO COUNTY, ss:

On this ____ day of _____ 2025 before me, the undersigned, personally appeared **Sara J. Carlsson** who being duly sworn, executed the foregoing instrument and affirmed such execution to be her voluntary act and deed on behalf of **A2E3 Properties LLC**, on behalf of said company.

Notary Public in and for the State of Iowa

TENANT:

CITY OF MASON CITY, IOWA,
an Iowa municipal corporation

By: _____
Bill Schickel, Mayor

Attest:

Aaron Burnett, City Administrator/Clerk

STATE OF IOWA, CERRO GORDO COUNTY, ss:

On this _____ day of _____ 2024 before me, the undersigned, personally appeared **Bill Schickel**, as Mayor, and **Aaron Burnett**, as City Administrator/Clerk, for the City of Mason City, an Iowa municipal corporation, who being duly sworn, executed the foregoing instrument and affirmed such execution to be their voluntary acts and deeds on behalf of said municipal corporation, as authorized by the City Council.

Notary Public in and for the State of Iowa



Suzie Q Lease Area



ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (“Agreement”) is made and entered into as of January 14, 2025 by and among the **CITY OF MASON CITY, IOWA** (“Buyer”), an Iowa municipal corporation, and **SUZIE QREW, LLC** (“Seller”), an Iowa limited liability company.

WHEREAS, Buyer desires to purchase certain assets of Seller relating to its Business, a restaurant known as “Suzie Q Café” (hereinafter referred to as the “Café” and an adjoining shed, each located at 14 2nd Street NW, Mason City, IA, together with related items stored in a storage unit at Hawki Storage, Mason City Storage, 638 8th Street SE, Mason City, IA 50401 (collectively, the “Property”);

WHEREAS, Seller desires to sell these assets to Buyer; and

WHEREAS, Buyer and Seller desire to enter into this Agreement to set forth the terms and conditions upon which the assets will be sold by Seller to Buyer (“Transaction”).

NOW, THEREFORE, in consideration of the mutual covenants and promises contained therein, the Parties hereto agree as follows:

1. PURCHASE AND SALE OF ASSETS.

A. **Purchased Assets.** At Closing, as hereinafter defined, Buyer shall purchase from Seller and Seller shall convey, transfer, sell, and assign to Buyer the following assets of Seller (“Assets”), as the same exist at Closing:

i. *Real Estate Lease.* The real property located at 14 2nd Street NW, Mason City, Iowa, upon which the Café sits, is not owned by the Seller. Seller’s assets shall include any rights Seller has pursuant to any lease concerning that real property, written or otherwise, but not title to the real property itself.

ii. *Tangible Property.* Seller’s assets, including but not limited to all items listed on Exhibit A except for the personal property listed on Exhibit B, and other tangible items utilized or intended to be utilized by Seller in its operation of the Café and currently stored on the Property or at Seller’s storage unit located at Hawki Storage, Mason City Storage, 638 8th St SE, Mason City, IA 50401.

iii. *Intangible Property.* All of Seller’s right, title, and interest in and to all recipes (including the recipe for the “Spic n’ Span” tenderloin Seller acquired when it purchased the Café); trade names, including Seller’s rights in and to the names “Suzie Q Café,” “Suzie Qrew, LLC,” or any variations of such names, which rights shall belong exclusively to Buyer; trademarks; patents; copyrights; and other intellectual property,

including all registrations or applications for registration thereof and goodwill associated therewith; all trade secrets, licenses and permits, any other documents relating to Seller's products; sales, advertising, and marketing materials; technical information; all Seller's interests in and to telephone numbers, domain names, email addresses, and Facebook pages associated with the Café, and all registrations, applications, and passwords with respect to the same; customer lists, general intangibles, and all other goodwill of Seller utilized in the Business, if any.

iii. *Contracts*. All of Seller's rights under the contracts, equipment leases, agreements, arrangements, and understandings, whether oral or written, which Buyer has agreed to assume as set forth on Exhibit C attached hereto, if any.

iv. *Prepays*. All prepaid expenses, deposits, and credits existing at the time of Closing.

v. *Documents and Records*. All of Seller's business documents and records, including but not limited to all Seller's licenses, lists of names and locations of suppliers, and all records, documents, and other information in Seller's possession as may be reasonably necessary to enable Buyer to see to the efficient and proper conduct and administration of the Business and the Assets.

vi. *Accounts Receivable*. This sale shall include any accounts receivable on the books of Seller, evidenced on a list provided by Seller to Buyer, for any services rendered and billed but not collected which are due and owing at Closing or other debts due to Seller with respect to Business.

vii. *Excluded Assets*. Notwithstanding anything to the contrary contained in Paragraph 1A or elsewhere in this Agreement, none of the Seller's assets other than the Purchased Assets including, without limitation, cash, cash equivalents, pension or employee benefit plans, insurance policies, tax refunds, litigation claims, company minute books, tax records, letters of credit or books of account relating to the Business and those items of personal property listed on Exhibit B, (collectively, "Excluded Assets") are a part of the sale and purchase contemplated hereunder, and the Excluded Assets shall remain the property of Seller after the Effective Date.

B. **Liabilities**. Buyer shall not assume or agree to pay, perform or discharge any debts, liabilities, or obligations of Seller and Seller shall remain solely responsible for satisfying, discharging, and performing all Buyer's liabilities.

2. **PURCHASE PRICE**. Buyer shall pay to Seller the sum of \$50,000.00 in cash or

immediately available funds at Closing.

3. **CLOSING.** Unless otherwise agreed by the Parties in writing, this Agreement shall close on or before the ____ day of _____, 2025 (“Closing”), at a mutually agreed upon time and location, or earlier pursuant to agreement of the Parties.

4. **WARRANTIES OF SELLER.** Seller represents and warrants:

A. **Corporate.** Suzie Qrew, LLC, has all requisite corporate power and authority to own and operate its Business, to carry on the Business as and where such is now being conducted, to enter into this Agreement and the other documents and instruments to be executed and delivered by Seller pursuant hereto, and to carry out the transactions contemplated hereby and thereby.

B. **Title.** Seller has good and merchantable title to all assets sold hereunder, whether tangible or intangible, free and clear of any and all liabilities of any nature (accrued, absolute, contingent, or otherwise), liens, encumbrances, or security interests on any of the property to be sold to Buyer, and warrants that the title conveyed to Buyer will be free and clear.

C. **Condition.** Seller makes no representations or warranties concerning personal property and equipment of the Business.

D. **Intellectual Property.** Seller owns, is licensed or otherwise has the right to use all Intellectual Property (as described herein), if any, necessary to permit Seller to carry on Business as presently conducted. Seller does not pay royalties to any person or entity for use of the Intellectual Property or otherwise. For purposes of this Agreement, “Intellectual Property” means all licenses and other rights relating thereto, and all customer lists, supplier lists, trade secrets, know-how, recipes, processes and techniques pertaining to the operation of Business.

E. **Litigation.** There are no pending actions, suits, or proceedings by or before any court of law, governmental entity, or arbitration panel relating to Seller’s ownership of the Assets. Seller is not in default under any judgment, order, writ, injunction or decree of any governmental entity specifically applicable to Seller, the Assets or the Business, and there is no such judgment, order, writ, injunction or decree of any kind in effect enjoining or restraining Seller from operating the Business or selling the Assets to Buyer.

F. **Compliance: Laws, Licenses and Taxes.**

i. **Laws.** Seller has complied in all material respects with federal, state, and local laws, regulations, ordinances, judgments, decrees, injunctions, writs, and orders applicable to the Business and no charges or investigations have been made

alleging failure to comply therewith.

ii. *Licenses.* Seller has obtained all material licenses and permits required by any governmental entity in order to conduct the operations of the Business. All such licenses and permits are in full force and effect, no material violations are or have been recorded in respect of any thereof, and no proceeding is pending or threatened to revoke or limit any thereof.

iii. *Taxes.* All taxes, including, without limitation, any federal, state, local or foreign income, gross receipts, license, payroll, employment, franchise, profits, sales, use or tax of any kind whatsoever, including any interest, penalty or addition thereto (collectively, "Taxes"), have been paid or will be timely paid, and all tax returns required to be filed in connection therewith have been or will be accurately prepared and timely filed.

G. **Suppliers and Customers.** Seller has no knowledge of any fact or information concerning suppliers or customers that would or might adversely affect the Business.

H. **Disclosure.** In all other respects, this Sale is "as-is" without any other warranties or representations. Buyer has inspected the Property and the Café. Neither this Agreement nor any ancillary agreements contain any untrue statement of any material facts or omits to state any material fact necessary in order to make the statements and information contained herein and therein not misleading at the time when made and in light of the circumstances in which made.

5. **COVENANTS OF SELLER.** Seller covenants that following the Execution Date and until Closing Date:

A. **Consents and Releases of Liens.** Seller shall use its commercially reasonable effort to obtain, as soon as practicable following the Execution Date, but in any event prior to the Closing Date, the consent in writing of all persons and entities to: (1) the assignment of contracts to the extent that such consent may be required for such assignment, and (ii) to the Transaction contemplated by this Agreement as may be required to consummate the purchase of the assets as completed herein, if any. The consents and approvals referred to in this Section shall be referred to herein as the "Third-Party Consents." Prior to or at Closing, Seller shall obtain a termination or release of all liens on any of the purchased assets as disclosed in this Agreement.

B. **Exclusive Dealing Agreement.** Following execution of this Agreement and until Closing, Seller will not, directly or indirectly, through any shareholder, officer, director,

employee, agent, member, or otherwise: (i) authorize, accept, solicit, initiate, or encourage, in any manner, inquiries, proposals, or offers from any potential buyer (other than Buyer) relating to the disposition, assignment, or transfer of all or any portion of assets, any business combination or merger of Seller, the sale of the outstanding shares of stock of seller, the issuance of additional shares of stock of Seller, or the issuance of options to acquire shares of stock or securities convertible into shares of stock of Seller; or (ii) participate in any discussions with, or furnish or cause to be furnished any information with respect to the foregoing to any person other than Buyer.

Seller will promptly inform Buyer of any such inquiries or proposals. In the event the agreements of this Section are violated by Seller or its managers, officers, employees, agents, or members, Buyer shall be entitled to receive from Seller all out-of-pocket expenses (including attorney and accountant fees) which Buyer has incurred in connection with this proposed transaction in addition to any other available remedies. Seller acknowledges that Buyer's willingness to expend the time and funds necessary to conduct its due diligence regarding the transaction described in this Agreement is strictly contingent upon the understanding set forth in this Section.

C. Written Notice of Change. Seller shall give Buyer prompt written notice of any change in the information contained in the representations and warranties made in Section 4 and the covenants made in this Section 5 or elsewhere in this Agreement or the Exhibits referred to herein which occurs prior to the Closing.

6. ACCESS TO BOOKS, RECORDS, ETC. Until Closing, Seller agrees to permit the Buyer reasonable access to Seller's books, records, and facilities in order to permit the Buyer to conduct its due diligence review of the Business.

7. CONFIDENTIALITY. Seller and Buyer agree not to disclose this Agreement, nor discussions regarding it, to any other person without the consent of the other party, and that all information obtained in the course of negotiations and due diligence relative to the other parties will be held confidential and will not be disclosed to any other person, or utilized for purposes other than the evaluation of the proposed transaction, without the disclosing party's prior written consent, provided, however, that the foregoing restrictions shall not apply to: (i) information that is already in the public domain without violation of this Section, (ii) information that is required to be disclosed by law, (iii) disclosures deemed reasonably necessary by either party in order to accomplish this transaction, and (iv) disclosures to managers, officers, attorneys, accountants, and financial consultants of the Parties.

8. CUSTOMER ACCOUNTS. The Seller agrees to exchange all existing files of the

Customers of Seller ("Customer Files"), to Buyer including contact information and all other information the Seller stored that would assist the Buyer in operating the Business.

9. OTHER CONDITIONS.

A. **Employee Matters.** Seller shall be solely responsible for any compensation or other amounts payable to or on behalf of any current or former employees of Seller including but not limited to, wages, benefits, bonuses, vacations, severance, and other similar form of compensation owing to or accrued by such employees prior to Closing. Buyer shall not be obligated to Seller or any other party for any labor-related obligations or liabilities arising out of any person's employment with the Seller, and Seller agrees to satisfy said obligations and/or liabilities to the extent Seller is obligated to do so.

B. **Expenses.** Except as stated herein, each of the Parties shall bear its own expenses and the expenses of its counsel and other agents in connection with the Transactions contemplated hereby, except as discussed herein.

10. CONDITIONS PRECEDENT TO CLOSING. Each and every obligation of Buyer to be performed at Closing shall be subject to the satisfaction of each of the following conditions at or prior to Closing:

A. **Conditions Precedent to Buyer's Obligations.** Each and every obligation of Buyer to be performed at Closing shall be subject to the satisfaction of each of the following conditions at or prior to Closing:

i. **Representations and Warranties.** All representations and warranties made by Seller in this Agreement shall be true and correct in all material respects as of the Closing Date.

ii. **Covenants.** All covenants and obligations required by the terms of this Agreement to be performed by Seller at or before Closing shall have been duly and properly performed in all material respects.

iii. **Consents.** Seller shall have obtained all Third-Party Consents and terminations of all liens against the Assets, in a form acceptable to Buyer's counsel.

iv. **Ancillary Documents.** All ancillary documents required to be delivered to Buyer at or prior to Closing shall have been delivered or tendered.

B. **Conditions Precedent to Seller's Obligations.** Each and every obligation of Seller to be performed at Closing shall be subject to the satisfaction of each of the following conditions at or prior to closing:

- i. *Purchase Price.* The Purchase Price shall have been delivered to Seller.
- ii. *Ancillary Documents.* All ancillary documents required to be delivered to Seller at or prior to the Closing, shall have been so delivered or tendered.

11. TERMINATION AND ABANDONMENT.

A. **Termination Events.** This Agreement may be terminated at any time prior to Closing, as follows:

- i. By mutual agreement of Seller and Buyer.
- ii. By Buyer upon any of the following events:
 - a. if there has been a material violation or breach by Seller of any of the agreements, representations, covenants, or warranties contained in this Agreement which has not been waived in writing, or if there had been a failure of satisfaction of a condition to the obligation by Buyer which has not been waived in writing; or
 - b. any of the items discussed in Section 10(A) are unable to be completed.
- iii. By Seller upon any of the following events:
 - a. if there has been a material violation or breach by Buyer of any of the agreements, representations, covenants or warranties contained in this Agreement which has not been waived in writing or if there has been a material failure of satisfaction of a condition to the obligations of Seller hereunder which has not been waived in writing; or
 - b. in the event that any of the items discussed in Section 10(B) are unable to be completed.

B. **Effect of Termination.** The Parties agree that all documents and materials provided by the other party shall be returned, and neither party will use or disclose the information contained in said documents and materials. Notwithstanding the foregoing, termination of this Agreement pursuant to this Section shall not in any way limit or restrict the rights and remedies of any party hereto against any other party hereto which has violated or breached any of the representations, warranties, agreements, or other provisions of this

Agreement prior to termination hereof.

12. INDEMNITY.

A. By Seller. Seller hereby agrees to indemnify, defend, and hold Buyer harmless from, for, and against all demands, claims, actions, causes of action, assessments, losses, damages, liabilities, costs and expenses, including, without limitation, interest, penalties and attorneys' fees and expenses, asserted against, resulting to, imposed upon or incurred by Buyer, directly or indirectly, by reason of or resulting from: (a) the falsity or breach of any representation, warranty, or covenant of Seller, contained herein or made pursuant to this Agreement; (b) any debts, liabilities or obligations of Seller, not specifically assumed by Buyer pursuant hereto; and (c) any claim made relating to Business or services of Seller rendered, whether made in tort, breach of contract, or otherwise prior to Closing.

B. By Buyer. Buyer hereby agrees to indemnify, defend, and hold Seller harmless from, for, and against all demands, claims, actions, causes of action, assessments, losses, damages, liabilities, costs and expenses, including, without limitation, interest, penalties and attorneys' fees and expenses, asserted against, resulting to, imposed upon or incurred by Seller, directly or indirectly, by reason of or resulting from: (a) the falsity or breach of any representation, warranty, or covenant of Buyer contained herein or made pursuant to this Agreement; (b) any debts, liabilities or obligations of Seller specifically assumed by Buyer pursuant hereto; and (c) any claim made relating to Business or services of Buyer rendered, whether made in tort, breach of contract, or otherwise after Closing.

C. Notice of Claim, Assumption of Defense and Settlement of Claim by Parties. With respect to any third-party claims against either Buyer or Seller arising subsequent to the Closing Date, the following procedures shall be observed:

i. The party asserting the indemnity ("Indemnitee") shall promptly give notice to the other party ("Indemnitor") after Indemnitee has knowledge of any claim as to which recovery may be sought against Indemnitor because of the indemnity provisions set forth in Sections 12(A) or 12(B) hereof, or of the commencement of any legal proceedings against Indemnitee with respect to such claim after Indemnitee has knowledge of such proceedings, whichever shall occur first, and shall permit Indemnitor to assume the defense of any such claim or any litigation resulting from such claim with counsel reasonably satisfactory to Indemnitee. Failure of Indemnitor to notify Indemnitee of the election of Indemnitor to defend any such action within a reasonable time shall be deemed a waiver by Indemnitor of its right to defend such action. If Indemnitor assumes the defense of any such claim or litigation resulting therefrom, its obligations hereunder as to such claim shall be limited to taking all steps necessary in the defense or settlement of such claim or litigation resulting therefrom and to holding Indemnitee harmless from and

against any and all losses, damages, and liabilities caused by or arising out of any settlement approved by Indemnitor or any judgment in connection with such claim or litigation resulting therefrom. Indemnitor shall not in defense of such claim or any litigation resulting therefrom, consent to entry of any judgment except with the written consent of Indemnitor, or enter into any settlement except with the written consent of Indemnitor; and

ii. If Indemnitor does not assume the defense of any third-party claim or litigation resulting therefrom, Indemnitor may defend against such claim or litigation in such manner as it may deem appropriate. Unless Indemnitor shall deposit with Indemnitor a sum equivalent to the total amount demanded in such claim or litigation on such terms it may deem appropriate, Indemnitor shall promptly reimburse Indemnitor for the amount of such settlement and all expenses, legal or otherwise incurred by Indemnitor in connection with the defense against or settlement of such claim or litigation, as and when the same shall be incurred by Indemnitor. If no settlement of such claim or litigation is made, Indemnitor shall promptly reimburse Indemnitor for the amount of any judgment rendered with respect to such claim or in such litigation and of all expenses, legal or otherwise incurred by Indemnitor in the defense against such claim or litigation.

D. **Limitation.** Notwithstanding the foregoing in Section 12, in no event shall Seller have any obligation to indemnify Buyer for losses until the aggregate of such Losses exceeds five thousand dollars (after which point recovery shall not be "first dollar"), and in all events, the maximum combined liability of a Seller for losses under Section 11 shall not the purchase price. The representations and warranties made by the parties herein shall survive the Closing for six (6) months.

13. GENERAL PROVISIONS.

A. **Severability.** If any term or provision of this Agreement or the application thereof to any circumstance shall, in any jurisdiction and to any extent, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable such term or provision in any other jurisdiction, the remaining terms and provisions of this Agreement, or the application of such terms and provisions to circumstances other than those as to which it is held invalid or unenforceable.

B. **Further Actions.** The Parties agree to hereinafter execute and deliver any and all such further documents and to take such further actions as shall be reasonably necessary to carry out the transactions contemplated by this Agreement.

C. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of Buyer and Seller and their respective successors, heirs and assigns; provided, however, that Seller and Buyer shall not directly or indirectly transfer or assign any of their respective rights hereunder in whole or in part without the prior written consent of the other party or parties, and any such transfer or assignment without such consent shall be void, ab initio. Subject to the immediately preceding sentence, this Agreement is not intended to benefit and shall not run to the benefit of or be enforceable by any other person or entity other than the Parties hereto and their permitted successors and assigns. The Parties further agree that said written consent shall not be unreasonably withheld.

D. **Entire Agreement.** In entering into and closing this Agreement, no party has relied or shall rely upon any promises, representations, or warranties not expressed herein, and this Agreement expresses their entire agreement on the subject matter.

E. **Amendment and Waiver.** Neither this Agreement nor any provision or provisions herein may be amended or waived except by a written amendment or new agreement executed by the Parties.

F. **Governing Law.** The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of Iowa. Each of the Parties consents to the jurisdiction of the Cerro Gordo County District Court in all matters relating to this Agreement. The prevailing party in any action to enforce this Agreement shall be entitled to reasonable attorney fees and costs.

G. **Notices.** Any notice under this Agreement after Closing shall be in writing and shall be delivered in person or by overnight air courier service, with an optional courtesy copy by email to:

If to Seller, to: Eric Michels, Member Manager
Suzie Qrew, LLC
418 7th Ave. #4
Brooklyn, NY 11215
Phone: 347-834-3045
Email: erico595@gmail.com

If to Buyer, to: Aaron Burnett, City Administrator/Clerk
10 1st Street NW
Mason City, IA 50401
Phone: (641) 421-3600

Delivery of notice shall be deemed to occur: (i) on the date of delivery when delivered in person, or (ii) 1 business day following deposit for overnight delivery to an overnight air courier service which guarantees next day delivery. All Parties shall give the other prompt notice of any change in address, and until such notice any party may rely on the most recent addresses furnished. Neither party shall designate more than two addresses to receive notices.

B. **Announcements.** Any and all announcements to the public concerning the transactions provided for in this Agreement by either Seller or Buyer shall be subject to the approval of the other party hereto in all essential respects.

C. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same Agreement.

D. **Exhibits.** The exhibits to this Agreement are incorporated herein and, by this reference, made a part hereof as if fully set forth at length herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

SELLER:
Suzie Qrew, LLC,
an Iowa limited liability company

BUYER:
City of Mason City, Iowa,
an Iowa municipal corporation

By: 
Eric Michels Jan 14 2025 21:17 EST
Eric Michels, Member Manager

By: _____
Bill Schickel, Mayor

By: _____
Aaron Burnett, City Administrator/Clerk

EXHIBIT A: FURNITURE, FURNISHINGS AND EQUIPMENT

ASSET TYPE	ITEM DESCRIPTION
INVENTORY LIST	ALL RECIPES
EQUIPMENT/APPLIANCES	1 LARGE UPRIGHT REFRIGERATOR
EQUIPMENT/APPLIANCES	1 MINI FRIDGE
EQUIPMENT/APPLIANCES	1 COCA COLA SODA COOLER
EQUIPMENT/APPLIANCES	3 PART SINK
EQUIPMENT/APPLIANCES	1 FRYER
EQUIPMENT/APPLIANCES	1 MICROWAVE
EQUIPMENT/APPLIANCES	1 TOASTER
EQUIPMENT/APPLIANCES	1 COFFEE MACHINE
EQUIPMENT/APPLIANCES	1 BLENDER
EQUIPMENT/APPLIANCES	1 GRILL
EQUIPMENT/APPLIANCES	1 HOT WATER HEATER
EQUIPMENT/APPLIANCES	1 CASH REGISTER
EQUIPMENT/APPLIANCES	2 AIR CONDITIONERS
EQUIPMENT/APPLIANCES	1 TV AND SATELLITE
EQUIPMENT/APPLIANCES	8 CAMERAS
EQUIPMENT/APPLIANCES	1 SECURITY MONITOR
EQUIPMENT/APPLIANCES	SECURITY SYSTEM
EQUIPMENT/APPLIANCES	HAND MIXER
EQUIPMENT/APPLIANCES	CURLY-FRY POTATO CUTTER/SPIRALIZER
EQUIPMENT/APPLIANCES	HAMBURGER/MEAT PRESS
FURNITURE/INFRASTRUCTURE	SUZIE Q BUILDING
FURNITURE/INFRASTRUCTURE	RED WOODEN PICNIC TABLE
FURNITURE/INFRASTRUCTURE	CIRCULAR CEMENT PICNIC TABLE
FURNITURE/INFRASTRUCTURE	TOILET
FURNITURE/INFRASTRUCTURE	HANDWASHING SINK
FURNITURE/INFRASTRUCTURE	SHELVES/CABINETS/COUNTERTOPS
FURNITURE/INFRASTRUCTURE	SMALL PLASTIC STORAGE DRAWER
FURNITURE/INFRASTRUCTURE	2 WALL MOUNTED COAT RACKS
SMALLWARES/PLATEWARE/DISPENSERS	COFFEE MUGS
SMALLWARES/PLATEWARE/DISPENSERS	CUPS

EXHIBIT A: FURNITURE, FURNISHINGS AND EQUIPMENT

SMALLWARES/PLATEWARE/DISPENSERS	KNIFES
SMALLWARES/PLATEWARE/DISPENSERS	MINI & FULL SIZE FRY BASKETS
SMALLWARES/PLATEWARE/DISPENSERS	HOT DOG CONDIMENT DISPLAY
SMALLWARES/PLATEWARE/DISPENSERS	RED PLASTIC FOOD BASKETS
SMALLWARES/PLATEWARE/DISPENSERS	PLATES
SMALLWARES/PLATEWARE/DISPENSERS	FRYING PAN
SMALLWARES/PLATEWARE/DISPENSERS	STRAINER
SMALLWARES/PLATEWARE/DISPENSERS	CONDIMENT RECEPTACLES
SMALLWARES/PLATEWARE/DISPENSERS	TICKET STABBER
SMALLWARES/PLATEWARE/DISPENSERS	CONDIMENT BOTTLES
SMALLWARES/PLATEWARE/DISPENSERS	TAKE OUT CONTAINERS
SMALLWARES/PLATEWARE/DISPENSERS	WEIGHTS AND LIDS FOR GRILL
SMALLWARES/PLATEWARE/DISPENSERS	SILVERWARE
SMALLWARES/PLATEWARE/DISPENSERS	TONGS
SMALLWARES/PLATEWARE/DISPENSERS	WONTON SPOON
SMALLWARES/PLATEWARE/DISPENSERS	WHISK
SMALLWARES/PLATEWARE/DISPENSERS	PITCHERS
SMALLWARES/PLATEWARE/DISPENSERS	SUGAR & JAM CONTAINERS
SMALLWARES/PLATEWARE/DISPENSERS	NAPKIN DISPENSERS
SMALLWARES/PLATEWARE/DISPENSERS	METAL SAUCE CUPS
SMALLWARES/PLATEWARE/DISPENSERS	MIXING BOWL
SMALLWARES/PLATEWARE/DISPENSERS	SPATULAS
SMALLWARES/PLATEWARE/DISPENSERS	PLASTIC TAKEOUT CONDIMENT CUPS
DÉCOR	MARTIN LUTHER KING PICTURE & FRAME

EXHIBIT A: FURNITURE, FURNISHINGS AND EQUIPMENT

DÉCOR	RED TRAILER SCENTSY
DÉCOR	ALL SIGNAGE INCLUDING NEON SIGNS, PLASTIC/CARDBOARD/PAPER, PAINTED ON, ETC.
DÉCOR	BROCHURE DISPLAY
CLEANING SUPPLIES/MISC	BROOM & DUST PAN
CLEANING SUPPLIES/MISC	FLOOR MATS
CLEANING SUPPLIES/MISC	DISH RAGS
CLEANING SUPPLIES/MISC	TRASH RECEPTACLES
CLEANING SUPPLIES/MISC	STEP LADDER
CLEANING SUPPLIES/MISC	FIRE EXTINGUISHERS
CLEANING SUPPLIES/MISC	CLEANING SOLUTIONS
RECORDS	RECEIPTS
RECORDS	ACCOUNTING
RECORDS	CONTRACTS
RECORDS	RENTAL AGREEMENTS

EXHIBIT B: EXCLUDED PROPERTY

Speakers

Paintings

EXHIBIT C: ASSIGNED CONTRACTS

None.






Asset Purchase Agreement (FINAL 1.12.25)

Final Audit Report

2025-01-15

Created:	2025-01-14
By:	Jamie Sharar (jsharar@lynchdallas.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMHrjgAVRQ9ZFSi3SEV8-jh0UXV5gbl

"Asset Purchase Agreement (FINAL 1.12.25)" History

-  Document created by Jamie Sharar (jsharar@lynchdallas.com)
2025-01-14 - 8:46:48 PM GMT
-  Document emailed to Eric Michels (erico595@gmail.com) for signature
2025-01-14 - 8:47:00 PM GMT
-  Email viewed by Eric Michels (erico595@gmail.com)
2025-01-15 - 2:00:01 AM GMT
-  Document e-signed by Eric Michels (erico595@gmail.com)
Signature Date: 2025-01-15 - 2:17:56 AM GMT - Time Source: server
-  Agreement completed.
2025-01-15 - 2:17:56 AM GMT

RESOLUTION NO. 25 -

RESOLUTION AUTHORIZING LEASE WITH A2E3 PROPERTIES,
LLC FOR GROUND LOCATED AT 14 2ND STREET NW

WHEREAS, the City Council of the City of Mason City, Iowa, deems it necessary or desirable to enter into a lease with A2E3 Properties, LLC, with respect to that real property ("Premises") occupied by the Suzie Q Café, situated on the northeast corner of N. Enterprise Avenue and 2nd Street NW, locally known as 14 2nd Street NW, Mason City, Iowa 50401 (Mason City Parcel ID 070923101100), and legally described as following.

THE WEST 46 FEET OF THE SOUTH 34 FEET OF LOT EIGHT
(8) IN BLOCK SEVEN (7) IN PAUL FELT'S PLAT OF MASON
CITY, CERRO GORDO COUNTY, IOWA; and

WHEREAS, A2E3 Properties, LLC, has agreed to lease the Premises to the City of Mason City upon the terms set forth in the Lease Agreement attached hereto as Exhibit A; and

WHEREAS, this Lease will ensure that the Suzie Crew Café, a local landmark of historic significance to residents of Mason City, can remain in operation at its current location, and is in the best interest of the City and its residents.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Mason City, Iowa, that the attached Lease between the City of Mason City and A2E3 Properties, LLC, is hereby authorized and approved; and

BE IT FURTHER RESOLVED, that the Mayor and City Clerk of the City of Mason City, Iowa, are hereby authorized and directed to execute the attached Lease Agreement with A2E3 Properties, LLC, and to execute such further documentation as may be necessary to complete the above-described transaction; and

BE IT FURTHER RESOLVED, the City Clerk is hereby authorized and directed to issue warrants for amounts set forth in the Lease Agreement, and such other reasonable amounts as may be necessary to complete the above-described transaction.

PASSED AND APPROVED this 21st day of January, 2025.

Paul Adams, Mayor Pro tem

ATTEST:

Aaron Burnett, City Clerk

RESOLUTION NO. 25 -

RESOLUTION AUTHORIZING PURCHASE OF SUZIE Q
CAFÉ ASSETS FROM SUZIE QREW, LLC

WHEREAS, the Suzie Q Café (“Suzie Q”), located on leased land at 14 2nd Street NW, Mason City, has been in operation since 1947 and is a local landmark of historic significance to residents of Mason City; and

WHEREAS, the City Council of the City of Mason City, Iowa, for the purpose of ensuring the Suzie Q remains in downtown Mason City, deems it necessary or desirable to acquire the assets of Suzie Qrew, LLC, including but not limited to the buildings, fixtures, and equipment that comprise the Suzie Q; and

WHEREAS, Suzie Qrew, LLC (“Seller”), has agreed to the terms of sale stated in the attached Asset Purchase Agreement including a purchase price of Fifty Thousand and 00/100 Dollars (\$50,000.00); and

WHEREAS, the Council finds acquisition of the Suzie Q Café to be in the best interests of the City and its residents.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Mason City, Iowa, that the City’s purchase of the Suzie Q Café is hereby authorized and approved; and

BE IT FURTHER RESOLVED, that the Mayor and City Clerk of the City of Mason City, Iowa, are hereby authorized and directed to execute the attached Asset Purchase Agreement for purposes of acquiring the assets of the Suzie Q Café from its current owner, and to execute such further documentation as may be necessary to complete the above-described transaction; and

BE IT FURTHER RESOLVED, the City Clerk is hereby authorized and directed to issue warrants for amounts set forth in the Asset Purchase Agreement, and such other reasonable amounts as may be necessary to complete the above-described transaction.

PASSED AND APPROVED this 21st day of January, 2025.

CITY OF MASON CITY, IOWA

Paul Adams, Mayor Pro tem

ATTEST:

Aaron Burnett, City Clerk

City of Mason City
City Administrator

Memorandum

To: Mason City Mayor and City Council
From: Aaron Burnett, City Administrator
Date: January 17, 2025
RE: Recommendation to Approve Resolution to Support the City’s Application for a Grant Through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Program From the Department of Transportation (DOT) for Improvements to the Highway 122/4th Street SW Corridor

Recommendation:

Approve the resolution supporting the city’s application for Highway 122 grant funding through the DOT.

Review:

The City has completed several studies and provided updates to the Iowa DOT about the need for improvements in the Highway 122 west corridor. These studies have provided a recommended path for improvements in the corridor and have been well received by the IDOT. As a result, the proposed project encompasses complete reconstruction of Highway 122 from Winnebago Way to Indianhead Drive. The federal DOT currently has several grant opportunities available for highway improvements and, in talks with the IDOT and DOT, it appears that the RAISE program would be a great fit for an application at this early timeframe. The project is loosely estimated to start construction in 6 years and the city staff believes the project has a strong chance of being funded in the IDOT’s next 5-year plan. The IDOT is supporting this grant application as a potential of bringing federal funding into the project and a first step to committing funding.

Budget Impact:

The project is currently included in the 5-year CIP, but is not scheduled for work for several years. Only preliminary studies and engineering are being expended in the current budget.

Council Action Requested:

I respectfully request the approval of the resolution of support for the grant application.

A handwritten signature in black ink, appearing to read "Aaron Burnett", written over a horizontal line.

Aaron Burnett, City Administrator

RESOLUTION NO. 25 -

A RESOLUTION OF SUPPORT FOR AN APPLICATION FOR A GRANT THROUGH THE REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) PROGRAM FROM THE DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO THE HIGHWAY 122/4TH STREET SW CORRIDOR IN THE CITY OF MASON CITY, IOWA

WHEREAS, an application for grant funding to the Department of Transportation for much needed improvements to the Highway 122/4th Street SW corridor in the City of Mason City for the purpose of safe and efficient travel, is hereby presented, and

WHEREAS, the City has prepared a Feasibility Report that provides proposed improvements to reduce accidents and provide a safe route for walkers and bicyclers; and

WHEREAS, this project demonstrates a comprehensive approach to making this corridor safer for all users; and

WHEREAS, the improved roadway will foster growth and will be a benefit to our community as a whole by prioritizing the well-being of its citizens and visitors; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mason City, Iowa:

Section 1: that the City of Mason City hereby agrees to support the application of grant funding through the THE Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Program from the Department of Transportation for improvements to the Highway 122/4th Street SW Corridor in the City of Mason City, Iowa.

Section 2: That the Mayor is authorized and Clerk hereby directed to execute a the necessary documents.

PASSED AND APPROVED this 21st day of January, 2025

Paul Adams, Mayor Pro tem

ATTEST:

Aaron Burnett, City Clerk

City of Mason City
Development Services Dept.

Memorandum

To: Aaron Burnett, City Administrator
From: Tricia Sandahl, Planning and Zoning Mgr.
Through: Steven J. Van Steenhuyse, Development Services Director *SV*
Date: January 14, 2025, for the Council meeting of January 21, 2025
RE: A public hearing and consideration of an ordinance changing the zoning of property generally located at 1300 12th St. NW from Z6-R Restricted Industry to Z4 Multi-Use District (1st, 2nd, or FINAL)

Recommendation:

The Planning and Zoning Commission held a public hearing on September 10, 2024, to consider rezoning property generally located in the 1300 block of 12th St. NW from Z6-R Restricted Industry Zoning District to Z4 Multi-Use Zoning District. The Commission voted unanimously to recommend that the City Council approve the rezoning. The Commission requests that the City Council conduct a public hearing on the request and then approve the attached ordinance. Council can approve the rezoning on 1st, 2nd or FINAL consideration. Staff concurs with this recommendation. For reasons explained below, staff is recommending that the Council waive 1st reading and approve on 2nd reading. The staff report and minutes of the meeting are attached.

Prior Council Action:

The Council held a public hearing and approved the rezoning on first consideration at their regular meeting of January 7, 2025. Staff realized after the meeting that the legal description on the rezoning was incorrect; the first line of the legal description had inadvertently not been included in the public notice and the ordinance that was approved by the Council. After discussions with our attorney, who advised that the process be restarted, notice of a public hearing on January 21, 2025 has been redistributed within the statutory publication window. Staff is requesting that the Council hold another public hearing on the matter. In order to keep this rezoning on

track, staff is requesting that the Council waive the 1st reading of the ordinance and approve the rezoning on 2nd reading.

Supplemental Information:

The proposed rezoning is the first step in a more involved process to approve a specific development on the site. This process includes these steps:

- A minor subdivision is required to create a development parcel that coincides with the area being rezoned. The plat must comply with the underlying zoning; it cannot be approved until the rezoning is complete. It is the developer's goal to have this subdivision on the Council's February 4 agenda for consideration after final action on the rezoning request. Questions about the intersection improvements may delay the subdivision plat.
- The proposed development does not comply with several aspects of the proposed Z4 Multi-Use Zoning. The developer will need to submit applications to the Zoning Board of Adjustment for both a variance to the maximum width of the parking lot drive aisles, and a special exception for the front set back to accommodate the on-site detention and the additional parking lot drive aisle width. These applications cannot be accepted and considered by the Zoning Board of Adjustment until the rezoning is complete.
- The developer must obtain approval of a site plan for the proposed development. The Development Review Committee cannot approve the site plan until the rezoning is complete and the Zoning Board of Adjustment has approved any applications related to the development.

Review:

The subject property, owned by Indianhead Farms, is in northwest Mason City and is bounded on the south by 12th St. NW. The property is part of the original Indianhead Farms and is currently used as a pasture. The property is located directly north of the Casey's convenience store located on the southwest corner of the intersection of N. Pierce Avenue and 12th St. NE. The Development Review Committee has reviewed a concept plan for a medium box retail development. The project is contingent on multiple approvals; the first is the successful rezoning of the property. In addition, this development will also require the Council's approval of a minor subdivision plat and approval of a special exception and a variance by the Zoning Board of Adjustment. Those approvals cannot be granted until the rezoning is complete.

The area abutting the subject property on the north side of 12th St. NW is zoned Z6-R Restricted Industry and is either developed or used for agricultural purposes while being held in reserve for future development. The area to the southwest is zoned Z1

Agriculture and is cultivated. The area directly to the south is zoned Z4 Multi-Use district and is home to a Casey's convenience store. The area to the southwest is zoned Z2 Sub-Urban District and is developed with freestanding homes.

The purpose of the Z6 Industrial District is to promote the management and preservation of existing industrial facilities within Mason City, as well as the development and management of new ecologically responsible, sustainable employment centers. Restricted industry development consists of facilities whose manufacturing, assembly, storage, and distribution activities do not create appreciable nuisances or hazards, or that require a pleasant, hazard- and nuisance-free environment. Building forms and functions within the Z6 District require varying degrees of separation from residential and commercial/service districts due to their potential impacts. It is intended that the permitted functions be compatible and not detrimental to adjacent properties.

The purpose of the Z4 Multi-Use District is to provide space for a mixture of retail, personal and business service, office, lodging, automotive service, civic, and medium to high density residential uses necessary to support the overall community. Development is typically planned in a walkable arrangement with parks, interconnected and landscaped sidewalks, streets, and parking facilities.

Comprehensive Plan Analysis:

Iowa law requires that any rezoning be in accordance with the jurisdiction's Comprehensive Plan. The 2024 North Iowa Corridor Joint Comprehensive Plan includes six broad plan elements, a vision for these elements, and goals for each element. A summary of each plan element, and a brief analysis in the context of this request follows:

Land Use: Land use is the basis of planning for the future of the community in the context of the entire Joint Comprehensive Plan. The future land use map shows the vision for growth and development and considered economic trends, environmental conditions and public input. There are three important points for anyone using the Future Land Use Plan:

1. The future land use plan sometimes depicts new land uses for privately owned properties. The transition of these properties from their current use to the depicted use is expected to occur over time in response to market demands as property owners voluntarily sell, develop, or change the use of their land.
2. The plan is a generalized map. The future land use map should be interpreted generally and is not intended to provide the specificity or the rigidity of a

- zoning map or engineering document. The map should guide the zoning map with the Plan elements through an informed prediction and planning process.
3. The plan is a basis for land use decisions. The future land use plan, with the plan elements, is the basis for decisions by the Planning and Zoning Commission and the City Council. The plan is a critical part of the approval process for development proposals and zoning decisions.

The Future Land Use Plan identifies the area of the rezoning as “Agriculture.” Agriculture includes areas with existing farms and crop cultivation. In the unincorporated areas of the county, these areas are not proposed for change within the planning horizon of the Comprehensive Plan. However, the goal of this area within city limits is to allow agriculture as an interim use. The designation acts as a holding zone until urban development is feasible. We are now at that point with the subject property. The area on the south side of 12th St. NW is shown as “Mixed Business.” Mixed business is an area that supports a broad range of larger footprint commercial and light industrial areas. Development in this area should have access to arterial streets with the capacity for truck traffic. The Future Land Use section of the Plan also includes a discussion of policy area directions. The general area of the subject property is identified as a transitional area focused on production and enterprise. These areas serve as a center of employment and are vital to the local economy. A high degree of design is necessary to create inviting places.

Exceptional Places: The subject property is not in an area that has been identified as an exceptional place in the plan. However, the plan elements can be used to inspire a higher level of development in the general area of this rezoning, including adaptation of the highway redevelopment prototypes found on page 96 of the plan.

Mobility: The vision for the North Iowa Corridor is a mobility system that provides an efficient, safe, and comfortable experience for users to reach their intended destinations. It does not appear that the proposed rezoning will move forward the mobility goals and objectives identified on page 100 of the plan. A trail segment is planned for the 12th St. NW corridor; the proposed rezoning should not interfere with the extension of this trail.

Parks, Recreation, and Natural Resources: Parks, recreation, and natural resources are fundamental to attracting and retaining residents. The vision for the North Iowa Corridor’s parks, recreation, and natural resource system is to develop as a premier amenity in Iowa and the region that builds on accessibility to unique natural and built features. The proposed rezoning will not specifically move forward the parks, recreation, and natural resources goals and objectives of the plan

identified on page 124. The proposed rezoning will neither create or limit recreational enhancements and opportunities.

Housing and Neighborhoods: The vision for development within the North Iowa Corridor is to incorporate a variety of housing types for a range of housing choices. The proposed rezoning does move forward Goal 6 (page 142) of the housing plan element. This goal calls for connecting all neighborhoods with mobility options, public spaces, parks and commercial services. Commercial opportunities in the area are currently limited to the Casey's convenience store. The rezoning will support additional retail opportunities to the area.

Infrastructure and Public Facilities: The vision for the North Iowa Corridor is a place that has state of the art facilities that maximize level of service for a high quality of life and supportive business environments. The subject property has access to public utilities including water, sewer, gas, and electricity. The abutting street has the capacity to accommodate additional traffic expected because of the rezoning. 12th St. NW is a minor arterial street. The proposed rezoning will move forward Goal 3 (page 156) of the infrastructure and public facilities plan element by creating private sector investment through strong public facilities and infrastructure.

Spot Zoning:

Spot zoning is the rezoning of a particular piece of land when the rezoning is at odds with the Comprehensive Plan and existing development; it is generally only done in the interest of a small area or a limited number of property owners. Spot zoning may arise when a property is rezoned to a different zoning classification than the surrounding property. Spot zoning, by itself, is not illegal. Some would contend that all rezoning is spot zoning. However, not all spot zoning will survive a court challenge. The strongest case can be made when the rezoning can be supported by the Comprehensive Plan and is in the best interests of the community. Staff believes that the proximity of the property to other areas of Z4 Multi-Use District zoning justifies the rezoning; the rezoning would likely survive any spot zoning challenge. The proposed rezoning is supported by the Comprehensive Plan and does not constitute spot zoning.

Public Comments:

Staff has received comments from two persons regarding this application. The first came from Will Symonds prior to the Planning and Zoning Commission meeting. Mr. Symonds and his wife own a house within 350 feet of the property proposed for rezoning and had received the courtesy notice of the public hearing. Mr. Symonds

stated his concerns about the lack of pedestrian connections to the proposed development and how traffic at the intersection of 12th St. NW and N. Pierce Avenue might be impacted. Staff provided information about the development review process and stressed that a rezoning should be judged by the appropriateness of the property for all uses allowed in the proposed zoning district. Staff also discussed the review process for the proposed development and the various entities that would be required to review and approve the development.

Fred Greder appeared at the Commission's public hearing and questioned the impact the proposed rezoning would have on his property. Mr. Greder owns property to the northeast of the subject property. He questioned the possibility of the access drive abutting the east side of the subject property being upgraded to a city street; Mr. Greder has an access easement over this drive to provide access to his property. Mr. Greder also stated that he would not object to a traffic signal at the intersection of 12th St. NW and N. Pierce Avenue.

Chapter 414.5, Code of Iowa, outlines the process to protest a rezoning. If a written protest against a change of zone is filed with the City Clerk and signed by the owners of twenty percent or more of the owners of the properties within the area considered for the proposed change, or twenty percent or more of the owners within 200 feet of the exterior boundaries of the property for which the rezoning is proposed, the rezoning must be approved by a favorable vote of at least three-fourths of all the members of the City Council. The protest must be filed before or at the public hearing. No written protests were submitted for this request prior to the January 7 public hearing. Consequently, the rezoning can be approved on a simple majority vote.

Budget Impact:

There should be no impact to the City's budget from this rezoning.

Council Action Requested:

Staff requests that the City Council conduct a public hearing on the proposed rezoning. Staff recommends that the Council waive the first reading of the ordinance with the corrected legal description and approve the rezoning on second consideration (1st, 2nd, or FINAL).

Attachments:

- Planning and Zoning Commission Staff Report
- Draft minutes of the September 10, 2024, Planning and Zoning Commission meeting.

Tricia Sandahl

Tricia Sandahl, Planning and Zoning Mgr.

A handwritten signature in black ink, appearing to read "Alan B. Smith", written over a horizontal line.

Reviewed and Recommend Approval

Mason City Planning & Zoning Commission Staff Report

Date: August 30, 2024

File: RZ2024-02

Applicant: Indianhead Farms, Inc.

Request: A request to rezone property generally located in the 1300 block of 12th St. NW from Z6-R Restricted Industry to Z4 Multi-Use Zoning District.

Request: Staff respectfully requests that the Planning and Zoning Commission hold a public hearing regarding an application from Indianhead Farms, Inc. to rezone the property generally located at 1300 12th St. NW from Z6-R Restricted Industry District to Z4 Multi-Use District. After the public hearing, staff respectfully requests that the Commission make a recommendation to the City Council on the application. A location map of the proposed rezoning is attached.

Background: The subject property, owned by Indianhead Farms, Inc., is located in northwest Mason City. It is currently a pasture and is part of the original Indianhead Farms site. The applicant proposes selling the property for the development of a medium box commercial form with accessory parking and onsite storm water detention. A medium box is not allowed in the Z6-R Restricted Industry Zoning District, so a change of zone is required.

The area proposed for rezoning comprises approximately two acres and includes the development site and the abutting 12th St. NW right-of-way. If approved, this rezoning will extend the boundaries of a small Z4 Zoning District on the south side of 12th St. NW that is developed with a Casey's convenience store. The Development Review Committee has reviewed a concept plan for a medium box form on the site. The project is contingent on the successful rezoning of the property, the approval of a minor subdivision plat by the City Council, and the granting of a special exception and variance by the Zoning Board of Adjustment. The Commission is reminded that a request for rezoning should not be viewed as an approval of one specific use. Instead, the Commission should determine if the site is appropriate for any permitted use in the Z4 Zoning District.

Neighboring development and zoning: The abutting area on the north side of 12th St. NW is zoned Z6-R Restricted Industry and has developed with industrial uses and agricultural land being held in reserve for future development. Agricultural uses found in the area include grazing, row crops, and conservation areas. Kraft Foods and the Curries ASSA ABLOY plants, two of the county's largest employers, are in this corridor. 12th St. NW, a minor arterial street, is also a primary connection from the north half of Mason City to commercial businesses on the west side of the community. The land to the southeast is zoned Z2 Sub-Urban District and is developed with freestanding house forms. The land directly south of the subject site is zoned Z4 Multi-Use District and is developed with a Casey's convenience store. The proposed rezoning would be an extension of this Z4 District. The area to the southwest is zoned Z1 Agriculture District and is currently cultivated in row crops. The area is in reserve for future development.

Analysis: The purpose of the Z4 Multi-Use District is to provide space for a mixture of retail, personal and business service, office, lodging, automotive service, civic, and medium to high density residential uses necessary to support the needs of the overall community. Development is typically planned in a walkable arrangement with parks, interconnected and landscaped sidewalks, streets, and parking facilities. (Section 12-12-1).

The purpose of the Z6 Industrial District is to promote the management and preservation of existing industrial facilities within Mason City as well as the development and management of new ecologically responsible, sustainable employment centers. Building forms and functions within the Z6 District require varying degrees of separation from residential and commercial/service districts due to their potential for noise, bright lighting, traffic from heavy trucks and other large vehicles, rail traffic and round-the-clock activities associated with research and development, manufacturing, warehousing, freight terminals and agribusiness (Section 12-14-1). Restricted industry development consists of facilities whose manufacturing, assembly, storage, and distribution activities do not create appreciable nuisances or hazards, or that require a pleasant, hazard-and nuisance-free environment. It is intended that the permitted functions be compatible and not detrimental to adjacent properties. (Section 12-14-8.A)

Comprehensive Plan: Iowa law requires that any rezoning be in conformance with the jurisdiction's Comprehensive Plan. The 2024 North Iowa Corridor Joint Comprehensive Plan includes six broad plan elements, a vision for these elements, and goals for each element. A summary of each plan element, and a brief analysis in the context of this request follows:

- **Land Use.** Land use is the basis of planning for the future of the community in the context of the entire Joint Comprehensive Plan. The future land use map shows the vision for growth and development and considered economic trends, environmental conditions and public input. There are three important points for anyone using the Future Land Use Plan:
 1. The future land use plan sometimes depicts new land uses for privately owned properties. The transition of these properties from their current use to the depicted use is expected to occur over time in response to market demands as property owner voluntarily sell, develop, or change the use of their land.
 2. The plan is a generalized map. The future land use map should be interpreted generally and is not intended to provide the specificity of the rigidity of a zoning map or engineering document. The map should guide the zoning map with the Plan elements through an informed prediction and planning process.
 3. The plan is a basis for land use decisions. The future land use plan, with the plan elements, is the basis for decisions by the Planning and Zoning Commission and the City Council. The plan is a critical part of the approval process for development proposals and zoning decisions.

The Future Land Use Plan identifies the area of the rezoning as "Agriculture." Agriculture includes areas with existing farms and crop cultivation. In the unincorporated areas of the county, these areas are not proposed for change within the planning horizon of the Comprehensive Plan. However, the goal of this area within city limits is to allow agriculture as an interim use. The designation acts as a holding zone until urban development is feasible. We are now at that point with the subject property. The area on the south side of 12th St. NW is shown as "Mixed Business." Mixed business is an area that supports a broad range of larger footprint commercial and light

industrial areas. Development in this area should have access to arterial streets with the capacity for truck traffic. The Future Land Use section of the Plan also includes a discussion of policy area directions. The general area of the subject property is identified as a transitional area focused on production and enterprise. These areas serve as a center of employment and are vital to the local economy. A high degree of design is necessary to create inviting places.

- **Exceptional Places.** Creating exceptional places means elevating strategic areas as premier environments for living, leisure, and business development. The North Iowa Corridor will have unique places that improve quality of life, attract and retain people, and promote economic development. The subject property is not in an area that has been identified as an exceptional place in the plan. However, the plan elements can be used to inspire a higher level of development in the general area of this rezoning including adaption of the highway redevelopment prototypes found on page 96 of the plan.
- **Mobility.** Mobility means any method for a person or material to travel from one place to another, including cars, freight vehicles, railroads, transit vehicles, bicycles, electric devices and walking. The vision for the North Iowa Corridor is a mobility system that provides an efficient, safe, and comfortable experience for users to reach their intended destinations. It does not appear that the proposed rezoning will move forward the mobility goals and objections identified on page 100 of the plan. A trail segment is planned for the 12th St. NW corridor; the proposed rezoning should not interfere with the extension of this trail.
- **Parks, Recreation, and Natural Resources.** Parks, recreation, and natural resources are fundamental to attracting and retaining residents. The vision for the North Iowa Corridor's parks, recreation, and natural resource system is to develop as a premier amenity in Iowa and the region that builds on accessibility to unique natural and built features. The proposed rezoning will not specifically move forward the parks, recreation, and natural resources goals and objectives of the plan identified on page 124. The proposed rezoning will neither create or limit recreational enhancements and opportunities.
- **Housing and Neighborhoods.** The plan acknowledges that a home is much more than a place to live. It is a place to feel safe, build social connections, and make your own. Home is a neighborhood that welcomes and provides stability. The vision for development within the North Iowa Corridor is to incorporate a variety of housing types for a range of housing choices. The proposed rezoning does move forward Goal 6 (page 142) of the housing plan element. This goal calls for connecting all neighborhoods with mobility options, public spaces, parks and commercial services. Commercial opportunities in the area are currently limited to the Casey's convenience store. The rezoning will support additional retail opportunities to the area.
- **Infrastructure and Public Facilities.** Infrastructure and public facilities provide the foundation that supports everyday life. The provision of these services in a cost-efficient manner is a chief public responsibility. The vision for the North Iowa Corridor is a place that has state of the art facilities that maximize level of service for a high quality of life and supportive business environments. The subject property has access to public utilities including water, sewer, gas, and electricity. The abutting street has the capacity to accommodate additional traffic expected because of the rezoning. 12th St. NW is a minor arterial street. The proposed rezoning will move forward Goal 3 (page 156) of the infrastructure and public facilities plan element by creating private sector investment through strong public facilities and infrastructure.

Spot Zoning: Spot zoning is the rezoning of a particular piece of land when the rezoning is at odds with the Comprehensive Plan and existing development; it is generally only done in the interest of a small area or a limited number of property owners. Spot zoning may arise when a property is rezoned to a different zoning classification than the surrounding property. Spot zoning, by itself, is not illegal. Some

would contend that all rezoning is spot zoning. However, not all spot zoning will survive a court challenge. The strongest case can be made when the rezoning can be supported by the Comprehensive Plan and is in the best interests of the community. Staff believes that the proximity of the property to other areas of Z4 Multi-Use District zoning justifies the rezoning; the rezoning would likely survive any spot zoning challenge. The proposed rezoning is supported by the Comprehensive Plan and does not constitute spot zoning.

Public Comment: Notice of the application was sent to the owners of all properties within 350 feet of the boundaries of the subject property. Notice of the application and public hearing was published in the Globe-Gazette. A public notice sign was posted on the property. To date, staff has not received any comments either for or against the proposed rezoning.

Requested Action: Staff respectfully requests that the Commission hold a public hearing on the requested rezoning. After considering the comments made during the hearing, we ask that the Commission make a recommendation to be forwarded to the City Council.

Attachments:

- Location Map
- Area Zoning Map
- Form and Function Table
- Change of Zone Checklist



Indianhead Farms Rezoning Request, general area
to be rezoned from Z6-R Restricted Industry
District to Z4 Multi-Use District



12-8-3 Zoning Form and Function Table

Table 2: Zoning Form and Function Table

	AGRICULTURE	SUB-URBAN	GENERAL URBAN	MULTI-USE	CENTRAL BUSINESS	INDUSTRIAL	SPECIFIC USE
	Z1	Z2	Z3	Z4	Z5	Z6	Z7*
A. Residential/mixed use							
Accessory dwelling	P	P	P				
Duplex/two flat		P	P	P			
Farm dwelling	P	P		P		P	
Family home	P	P	P	P			
Freestanding house	P	P	P				
Group dwelling			P1	P	P1		
Live/work building			P	P	P	C*	
Mansion apartment			P	P	P1		
Mixed use block building				P	P		
Multiple flats			P1	P	P		
Sideyard/zero lot line house		P	P	P			
SRO			C		P1		
Town house		P	P	P	P		
B. Lodging							
Bed & breakfast	P	P	P	P	P		
Dormitory				P1	P1		
Hotel				P	P		
Inn	C		C	P	P		
Residence lodging	P	P	P	P			
C. Office/Misc.							
Corner office		P1	P	P	P		
Personal hobby building				P		P	
Office building				P	P	P	
D. Commercial/retail service							
Adult use				C		P	
Box, large				P			
Box, medium				P	P1		
Box, small			P1	P		P	
Corner store	P	P1	P	P	P	P	
Multiple principal bldg. development				P1		P1	
Open air market				P	P		
Restaurant	P1	C	C	P	P	P	
Roadside stand	P						
Self storage				C		P	
Shopping strip				P1			
Shopping mall				P1	P2		
Taverns or similar				P	P		
E. Civic							
Auditorium				P1	P1		
Convention center				P2	P2		
Golf course	P	P1				P	
Indoor recreation				P	P	P	
Library		P2	P2	P2	P2		
Movie theater				P	P		
Museum	C	C	P1	P1	P		
Outdoor recreation	C	C	C	P1		P1	
Public parks and related facilities	P	P	P	P	P	P	
Religious assembly, large		C		P1		C	
Religious assembly, medium		C	C	P	P1	C	
Religious assembly, small	C	P1	P	P	P		

NOTES TO TABLE 2:

*Z7 Specific Use District: See section 12-15-6, Table 1A of this title for permitted and conditional forms and functions in the Z7 Specific Use districts

P = Permitted; P* = Open Industry functions are permitted only in the Z6-O District.

P1 = Permitted subject to Planning and Zoning Commission site plan approval, with notification to neighbors.

P** and P1** = in the Z4 South Federal Gateway Overlay District, allowed only as a Conditional Use. See section 12-12-7 B

P2 = Permitted subject to Planning and Zoning and City Council site plan approval with notification to neighbors.

C = Conditional subject to Zoning Board of Adjustment approval.

C* = Z6-R districts only

C** = Conditional use only in the Z4 South Federal Gateway Overlay District; see section 12-12-7 B. Not permitted in the remainder of the Z4 District.

	AGRICULTURE	SUB-URBAN	GENERAL URBAN	MULTI-USE	CENTRAL BUSINESS	INDUSTRIAL	SPECIFIC USE
	Z1	Z2	Z3	Z4	Z5	Z6	Z7*
F. Civic support							
Cemetery	P	P					
Clinic			P1	P	P		
Crematorium	P			P	C	P	
Fairgrounds	P						
Funeral home		C	P1	P	P		
Hospital				P1	P1		
Parking structure				P2	P2		
Public safety facility	P2	P2	P2	P2	P2	P2	
Public works garage	P2			P2		P2	
G. Education							
9-12/High school		C	C	P1	P1		
College	C			P1	P1		
Daycare	P	P	P	P	P	P	
K-8		P1	P1	P	P		
Preschool		P1	P	P	P		
Trade school			P1	P	P	P	
H. Automotive							
Gas/convenience	C		P1	P	P1	P	
Vehicle repair	C		C	P	P1	P	
Vehicle Sales/ rental	C			P		P	
I. Agriculture							
Community garden	P	P	P	P	P	P	
Grain storage	P					P	
Greenhouse	P	C		P		P	
kennel	P			P1		P	
Livestock	P					P	
Farm	P	P		P		P	
Small farm		C					
Stable	P						
J. Industrial							
Agribusiness	P1					P	
Artisan/craftsman shop				P	P	P	
Contractor shops	P1			P		P	
Cross docking facility				C**		P	
Industry, open						P*	
Industry, restricted						P	
Office-showroom				P		P	
Warehousing						P	
Waste transfer						C	
Wastewater treatment	P2					P2	
Water treatment	P2					P2	
K. Accessory uses							
Active solar equipment	P	P	P	P	P	P	
Agribourism	C						
Drive-through			P1	P	P1	P	
Home occupations	P	P	P	P	P		
Outdoor storage	P			P1**		P	
Outdoor customer dining area	P1	P1	P1	P	P	P	
Accessory parking structure				P1	P1		
Seasonal sales/display	P			P**	P	P	
Small wind equipment	P	P	P	P	P	P	
Dispersed wind equipment	C	C	C	C	C	C	
Accessory surface parking (off site)			C	C	C	P	

CHANGE OF ZONING CHECKLIST

This list is intended to provide guidance when a request for a change of zone is made. This list is not all-inclusive, nor will it be pertinent for all requests. It is intended to be used as a guide and not a scorecard. Each request for a change of zone requires a careful analysis, as each parcel is unique.

BROADER COMPREHENSIVE PLANNING EFFORTS

1. Does the requested rezoning conform to the City's comprehensive plan and future land use map?
2. Does the requested rezoning conform to any sub-area plans?

LAND USE NEEDS AND BALANCE

3. Does the requested rezoning encourage a land use balance within the City and its perimeter area that promotes the efficient provision of services, generates revenues which cover the costs of those services, and provides a mix of employment and housing opportunities consistent with the neighborhood area concept?
4. Does the requested rezoning provide adequate residential land uses to achieve diversity in location and type throughout the City?
5. Does the requested rezoning provide for commercial and industrial area to service neighborhood, regional and business needs?
6. Is there a public need for additional land to be rezoned to the class requested?
7. If there is a need for additional land to be rezoned as requested, should the rezoning be done in the areas requested or would the public interest be better served if the rezoning were done in other areas of the city?
8. Is there an alternative site for the suggested use that would eliminate the necessity for rezoning?

LEGAL ISSUES

9. Would granting the rezoning request raise any legal questions such as spot zoning, violations of precedents, or the rule of "unreasonableness"?

PRACTICAL QUESTIONS OF DEVELOPMENT OF SITE

10. Does the requested rezoning lessen congestion in the street; secure safety from fire, flood, panic and other dangers; promote health and general welfare; provide adequate light and air; prevent overcrowding of land; avoid undue concentration of population; facilitate the adequate provision of transportation, water, sewer services, schools, parks and other

public requirements; preserve the character of area or neighborhood; conserve the value of buildings; or encourage the most appropriate use of land throughout Mason City?

11. Would granting the rezoning request create or worsen traffic problems?
12. Would the permitted uses in the proposed district be compatible with surrounding land uses?
13. Would granting the rezoning request adversely affect property values of adjacent landowners to an unreasonable degree?
14. Would granting the rezoning request impose undue hardship on adjacent owners, such as noise, light and glare, odor, vibration or other nuisances?
15. Would granting the rezoning request result in problems due to topography, drainage, soil or other natural systems and features?
16. Does the size and shape of the parcel allow for development that meets the bulk regulations and parking requirements in the proposed zone?
17. Are the necessary utilities in place to support the permitted uses in the proposed district?

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MINUTES

MASON CITY PLANNING & ZONING COMMISSION

In Person Meeting

Tuesday, September 10, 2024, 7:00 pm

Item 1: Call to Order and Roll Call

Coffey called the meeting to order at 7:00 p.m.

Commissioners present: Timothy Coffey, Amanda Ragan, Dan Worden, Reed Wessman, and Colleen Niedermayer

Commissioners absent: Josh Congello and John Fallis

Staff present: Director of Development Services Steven Van Steenhuyse, Planning and Zoning Manager Tricia Sandahl, Administrative Assistant and Secretary to the Commission Regina Card

Coffey asked for a roll call.

Roll was called:

Coffey	Yes	Wessman	Yes
Congello	Absent	Ragan	Yes
Worden	Yes	Fallis	Absent
Niedermayer	Yes		

Item 2: Approval of Agenda

As there were no changes, the agenda was adopted as submitted.

Item 3: Approval of Minutes

Minutes of the meeting of Tuesday, June 11, 2024

As there were no changes, the minutes were adopted as submitted.

Item 4: Change of Zone

4.1 RZ2024-02- Indianhead Farms, Inc.:

Sandahl gave the staff report.

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Request: Staff respectfully requests that the Planning and Zoning Commission hold a public hearing regarding an application from Indianhead Farms, Inc. to rezone the property generally located at 1300 12th St. NW from Z6-R Restricted Industry District to Z4 Multi-Use District. After the public hearing, staff respectfully requests that the Commission make a recommendation to the City Council on the application.

Background: The subject property, owned by Indianhead Farms, Inc., is located in northwest Mason City. It is currently a pasture and is part of the original Indianhead Farms site. The applicant proposes selling the property for the development of a medium box commercial form with accessory parking and onsite storm water detention. A medium box is not allowed in the Z6-R Restricted Industry Zoning District, so a change of zone is required.

The area proposed for rezoning comprises approximately two acres and includes the development site and the abutting 12th St. NW right-of-way. If approved, this rezoning will extend the boundaries of a small Z4 Zoning District on the south side of 12th St. NW that is developed with a Casey's convenience store. The Development Review Committee has reviewed a concept plan for a medium box form on the site. The project is contingent on the successful rezoning of the property, the approval of a minor subdivision plat by the City Council, and the granting of a special exception and variance by the Zoning Board of Adjustment. The Commission is reminded that a request for rezoning should not be viewed as an approval of one specific use. Instead, the Commission should determine if the site is appropriate for any permitted use in the Z4 Zoning District.

Neighboring development and zoning: The abutting area on the north side of 12th St. NW is zoned Z6-R Restricted Industry and has developed with industrial uses and agricultural land being held in reserve for future development. Agricultural uses found in the area include grazing, row crops, and conservation areas. Kraft Foods and the Curries ASSA ABLOY plants, two of the county's largest employers, are in this corridor. 12th St. NW, a minor arterial street, is also a primary connection from the north half of Mason City to commercial businesses on the west side of the community. The land to the southeast is zoned Z2 Sub-Urban District and is developed with freestanding house forms. The land directly south of the subject site is zoned Z4 Multi-Use District and is developed with a Casey's convenience store. The proposed rezoning would be an extension of this Z4 District. The area to the southwest is zoned Z1 Agriculture District and is currently cultivated in row crops. The area is in reserve for future development.

Analysis: The purpose of the Z4 Multi-Use District is to provide space for a mixture of retail, personal and business service, office, lodging, automotive service, civic, and medium to high density residential uses necessary to support the needs of the overall community. Development is typically planned in a walkable arrangement with parks, interconnected and landscaped sidewalks, streets, and parking facilities. (Section 12-12-1).

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Public Comment: Notice of the application was sent to the owners of all properties within 350 feet of the boundaries of the subject property. Notice of the application and public hearing was published in the Globe-Gazette. A public notice sign was posted on the property. After distribution of the staff memo, staff was contacted by Councilman Will Symonds. Mr. Symonds and his wife own a house within 350 feet of the property proposed for rezoning. Mr. Symonds stated his concerns about the lack of pedestrian connections to the proposed development and how traffic at the intersection of 12th NW and N. Pierce Avenue might be impacted. Staff discussed the development review process and stressed that a rezoning should be judged by the appropriateness of the property for all uses allowed in the proposed zoning district. Staff also discussed the review process for the proposed Dollar General store and the various groups that would be required to review and approve the development.

Requested Action: Staff respectfully requests that the Commission hold a public hearing on the requested rezoning. After considering the comments made during the hearing, we ask that the Commission make a recommendation to be forwarded to the City Council.

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Coffey asked if the property is in the floodplain. Sandahl stated it's not.

Worden asked if there are concerns about speed transitions then Niedermayer asked if City Staff have concerns with cross walks, etc. Sandahl explained that those issues were discussed as part of the concept plan review with the Development Review Committee, and they will be addressed more concretely later on in the development review process.

Public hearing opened at 7:13 PM.

Steve Thompson- Jones Haugh & Smith, Inc out of Albert Lea- stated that he was simply asked by Overland Engineering LLC, the consulting engineer for the prospective buyer of the property to come and take notes.

Fred Greder- 362 Lakeview Dr., Mason City, IA 50401- asked if it's too soon to see a site plan. Van Steenhuyse explained that City Staff have only seen a concept plan at this stage and that an official plan has yet to be submitted. He went on to explain what the concept plan entailed. Sandahl added information about the planned retention pond. Mr. Greder stated that he's heard speculation about the use of the road next to Kraft for access to the site. Van Steenhuyse stated that a traffic study may be required but that it's a little too soon to say for certain what will happen with the North Pierce/12th Street NW intersection. Mr. Greder stated that he wouldn't object to a street light at the intersection as he has an access easement on the Kraft property and uses it to access his farm land to the north. Mr. Greder stated that lighting is an issue at that intersection. Mr. Thompson stated that, if the developer were to eventually want an easement on that road, they would have to get permission from Kraft and Mr. Greder. Sandahl explained that Mr. MacNider doesn't plan to demolish the shed near the west property line and that that's the reason for the irregularity in the west boundary of the property to be rezoned. Mr. Greder asked if the rezoning could possibly affect his property. Van Steenhuyse explained that there's always been a possibility of an industrial development at this site, even prior to this proposed change of zone. Sandahl stated that they've had a lot of discussions about the use of this site, including discussions regarding utility services. Van Steenhuyse clarified that Holcim still owns property to the north and that they would be allowed to redevelop that site as well. Mr. Greder asked if this site's development would drive the need for widening Kraft's private road. Van Steenhuyse stated that City Staff have had continued conversations about access to the site and that that's unlikely. He went on to explain that it's possible Pierce Ave. could be extended to the north on its existing alignment and that another possibility is a putting in a roundabout.

Worden asked if delivery trucks could potentially have a negative effect on traffic.

Sandahl explained that Dollar General would be requesting a Variance for a drive aisle wider than the maximum allowed in the parking in front of the store. They will not be backing on to the site from 12th St. NW. Instead, trucks will pull in on the west side of the store and then back into the parking area in front of the store. Trucks existing the site will drive out on to 12th St. NW as well

DRAFT

Public hearing closed at 7:26 PM.

Coffey moved to recommend approval to the City Council for the Change of Zone.
Niedermayer seconded.

Roll was called:

Coffey	Yes	Wessman	Yes
Ragan	Yes		
Worden	Yes		
Niedermayer	Yes		

Item 5: Text Amendment

5.1 24-T-02 - Z5 Central Business Zoning District:

Van Steenhuyse gave the staff report.

Request: Staff respectfully requests that the Planning and Zoning Commission convene a public hearing to review a proposed amendment to Section 12-13-1, Central Business District: Purpose. Upon closing the hearing, Staff requests that the Commission forward the proposed amendment to the City Council with a recommendation of approval.

Background: The Z5 Central Business District is focused on Downtown Mason City. It is a compact and single contiguous district that is located only downtown. As such, it plays an important role in land use regulation in Mason City. This is a mixed-use district that allows all manner of retail, office, service, entertainment, lodging, and governmental functions. It also allows multiple flats, live-work buildings, and townhouses, including upper story dwellings in commercial buildings. The unique and historic character of Downtown Mason requires a level of regulation not applicable to other zoning districts. Due to its unique character and function as the heart of Mason City, the Z5 regulations include building materials and building design requirements. This is the only zoning district that has these requirements. The Z5 chapter includes requirements for exterior building materials (natural materials such as brick, stone, wood, etc.) and also includes prohibited materials (metal and aluminum siding, vinyl siding, etc.) Exceptions are made for artistic and architectural treatments using non-natural materials, but use of such materials is limited to 10 percent of the façade area.

These requirements apply to both new and existing buildings. Changes to historic and significant buildings (properties listed on the National Register of Historic Places, contributing buildings in the Downtown National Register Historic District, and buildings with frontage on Federal between the Mall/Pavilion and 4th Street NE/NW) are subject to review and approval by the Historic Preservation Commission. During the 2024

DRAFT

Legislative Session, House File 2388, "An Act Relating to the Regulation of Styles and Materials Used For Residential Building Exteriors" was passed and signed into law. HF 2388 preempts a local government from passing or administering an ordinance that would prohibit or limit the use of a specific cladding or finish materials on facade restrictions that are more stringent than the State Building Code. This applies to single family homes and any residential building that contains up to and including 12 units. The new law does allow that cities may regulate building materials in historic districts, on buildings that are designated as an historic landmark, in Common Interest Communities, or through local government "special purpose" or overlay districts. With passage of this law, it is no longer legal for the City to regulate building materials on any residential building up to 12 units in any district, including the Z5 District. Should a developer propose a downtown multi-family building of 12 units or less, the City could not impose the building materials restrictions that still apply to commercial construction. While the City has no intention of requiring specific building materials in the other residential or mixed-use districts, the Z5 District's unique character could be impacted if residential buildings are built that do not conform to the Z5 design requirements.

Proposed Amendment: One of the exceptions in the new law exempts a building "located on a property that is governed by a policy of regulation of an overlay or special purpose zoning district that is adopted pursuant to applicable law." Staff and the City's attorneys have researched State code and judicial opinions and cannot find a specific definition for the term "special purpose district." Under home rule and common law, therefore, the City can make its own interpretation. The solution to the problem imposed by HF 2388 is to declare the Z5 District to be a "special purpose" district. Because of its unique nature, we believe that designating the Z5 District in this manner is defensible if every challenged in court. Therefore, Staff proposes that Section 12-13-1, the paragraph that describes the purpose of the Z5 District, have a sentence added, as follows (added language underlined):

Chapter 12-13: Z5 CENTRAL BUSINESS DISTRICT- 12-13-1 Purpose

The purpose of the Z5 Central Business District is to provide for higher density, multistory mixed-use buildings that accommodate a variety of retail, entertainment, business and personal service, office, lodging, residential and civic functions supported by public squares, plazas and miniparks within a walkable, interconnected grid of landscaped streets with sidewalks. Because of its unique nature, environment, and purpose, the Z5 Central Business District is hereby designated as a special purpose zoning district.

With adoption of this additional language, the City will be able to regulate building materials of all buildings within the Z5 District, including residential buildings with 12 units or less.

Conclusion

Staff respectfully requests that the Planning and Zoning Commission convene a public hearing to review the proposed amendments to Section 12-13-1, Central Business District. Upon closing the hearing, Staff requests that the Commission forward the proposed amendment to the City Council with a recommendation of approval.

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Coffey asked for clarification on whether or not the Bergo buildings on the plaza are affected by the new State law. Mr. Van Steenhuyse explained that it only applies to residential development; since the Bergo buildings include dwelling units, it is possible that any redevelopment would be affected. He also explained that exterior changes to buildings on the plaza are subject to a Certificate of Appropriateness from the Historic Preservation Commission.

Worden asked if City Staff are confident that this would pass a court challenge. Van Steenhuyse explained that it's been run past legal counsel and that they do feel it would pass if it was ever challenged in court. Ragan stated that the legislation in the last few years has pushed for certain things that affect local control and that she feels that the proposed amendment is a good response. Coffey asked if a building in the Z5 district was sold and the new owner wants to do something to the exterior, will this apply? Van Steenhuyse explained that the new legislation only affects residential properties, not commercial. As long as the law remains as it was amended, the requirements would impact any residential building, regardless of it transferring to a new owner.

Public hearing opened at 7:30 PM. Public hearing closed at 7:38 PM.

Ragan moved to recommend approval of the text amendment to City Council. Worden seconded.

Roll was called:

Coffey	Yes	Wessman	Yes
Ragain	Yes		
Worden	Yes		
Niedermayer	Yes		

Item 6: Staff Update

Van Steenhuyse explained that he would like to have continuous discussions with the Commission about the Comprehensive Plan.

Item 7: Adjourn

The meeting adjourned at 7:41 pm.

Timothy Coffey, Vice Chair

ATTEST:

Regina Card, Secretary

ORDINANCE NO. 24 –

AN ORDINANCE AMENDING TITLE 12 OF THE CITY CODE OF THE CITY OF MASON CITY, IOWA, IT BEING THE ZONING ORDINANCE OF SAID CITY, AND CHANGING THE BOUNDARIES OF CERTAIN DISTRICTS THEREIN ZONED Z6-R RESTRICTED INDUSTRY TO Z4 MULTI-USE DISTRICT FOR PROPERTY GENERALLY LOCATED AT 1300 12TH STREET NW

WHEREAS, the Planning and Zoning Commission of the City of Mason City, Iowa, after a public hearing held on September 10, 2024, recommended approval of a change of zone classification of a certain area hereinafter described, and

WHEREAS, the City Council of the City of Mason City, Iowa, did hold a public hearing on the 7th day of January, 2025 and the 21st day of January, 2025 to correct a legal description.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mason City, Iowa:

Section 1: That Title 12 of the City Code of the City of Mason City, Iowa and the Zoning Map of the City of Mason City, Iowa, by this reference made a part hereof, be and the same is hereby amended by changing the district boundaries thereof so as to change the classification of property generally located at 1300 12th Street NW from Z6-R Restricted Industry to Z4 Multi-Use District and legally described as follows:

Legal Description:

All that part of the SE1/4 NE1/4 Section 5-T96N-R20W, Cerro Gordo County, Iowa; described as follows: Commencing at the southeast corner of said the NE1/4 of said Section 5; thence North 00°34'37" East a distance of 33.00 feet on an assumed bearing on the east line of said NE1/4, to the north right-of-way line of 12th Street NW which is the point of beginning; thence South 89°58'52" West a distance of 224.00 feet on said right-of-way line; thence North 00°34'37" East a distance of 163.99 feet; thence North 89°32'59" East a distance of 21.42 feet; thence North 00°27'01" West a distance of 66.54 feet; thence South 89°32'59" West a distance of 14.16 feet; thence North 00°34'37" East a distance of 18.33 feet; thence North 13°14'49" East a distance of 118.24 feet; thence North 89°58'52" East a distance of 192.00 feet, parallel with said south line, to said east line; thence South 00°34'37" West a distance of 364.00 feet on said east line, to the point of beginning.

Section 2: That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 3: If any section, provision, or part of this Ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole, or any section thereof, or part thereof, not adjudged invalid or unconstitutional.

Section 4: This Ordinance shall be in full force and effect upon its final passage, approval and publication as required by law.

PASSED AND APPROVED this day of , 2025.

Bill Schickel, Mayor

ATTEST:

Aaron Burnett, City Clerk

1st Consideration: January 21, 2025

2nd Consideration:

3rd Consideration:

City of Mason City
Development Services Department

Memorandum

To: Aaron Burnett, City Administrator
From: Steven J. Van Steenhuyse, Director of Development Services
Date: January 14, 2025
RE: Ordinance Amending the City Code: Chapter 5, Corporate Limits (2nd or FINAL)

Recommendation:

Staff recommends approval of the amendment to Title 1 Chapter 5, Section 1-5-1, Corporate Limits, to amend the legal description of the City limits to include recently annexed territory (2nd or FINAL).

Review:

The City Council approved this resolution on first consideration on January 7, 2025. On November 5, 2024, the City Council held a public hearing and approved a resolution annexing approximately 45 acres located at the southeast corner of Iowa Highway 122 and Lark Avenue. This annexation included the land currently being developed for the new Tractor Supply store. The remainder of the annexed land is owned by Cerro Gordo County.

This annexation was 100 percent voluntary. Such annexations only require approval of a resolution of annexation after the City Council holds a public hearing. The resolution was forwarded to the Iowa Secretary of State and became complete upon acknowledgement of receipt by the Secretary of State. The City received this acknowledgement in writing on November 15, 2024.

Therefore, the legal description of the City limits in Title 1, Chapter 5 of the City Code must be amended to include the newly annexed property. The attached legal description changes the description of the City limits to incorporate the annexation. The changes to accommodate the annexation are redlined and begin in Page 7 of the attached.

Budget Impact:

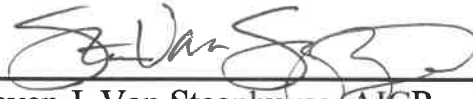
There is no impact to the operating budget resulting from this action.

Council Action Requested:

Staff recommends approval of the amendment to Title 1 Chapter 5, Section 1-5-1, Corporate Limits; to amend the legal description of the City limits to include recently annexed territory (2nd or FINAL).

Attachments:

1. Amended Legal Description
2. Letter of Acknowledgement from the Secretary of State



Steven J. Van Steenhuyse, AICP
Director of Development Services



Reviewed and Recommend Approval

CHAPTER 5
CORPORATE LIMITS

1-5-1 CORPORATE LIMITS:

The corporate limits of the City of Mason City, Iowa, are hereby declared to be as they have been legally established according to law, and shall embrace the territory lying within the boundary of the following described perimeter:

Beginning at the Northwest corner of Section Thirty-two (32) in Township Ninety-seven (97) North, Range Twenty (20), West of the Fifth Principal Meridian;

Thence running Easterly along the North line of said Section Thirty-two (32), and Sections Thirty-three (33), Thirty-four (34) and Thirty-five (35), all in Township Ninety-seven (97) North, Range Twenty (20) West of the Fifth Principal Meridian, a distance of approximately Three and one-fourth ($3\frac{1}{4}$) miles to the Northeast corner of the Northwest Quarter ($NW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of said Section Thirty-five (35);

Thence Southerly a distance of approximately three-eighths ($\frac{3}{8}$) of a mile,

Thence easterly approximately one-quarter ($\frac{1}{4}$) mile to centerline of Section Thirty-five (35), in Township Ninety-seven (97) North, Range Twenty (20), West of the Fifth Principal Meridian;

Thence Southerly approximately one-sixth ($\frac{1}{6}$) of a mile on centerline of Section Thirty-five (35), in Township Ninety- seven (97) North, Range Twenty (20), West of the Fifth Principal Meridian;

Thence Westerly approximately one-tenth ($\frac{1}{10}$) of a mile;

Thence southerly four feet (4'),

Thence westerly approximately one-sixth ($\frac{1}{6}$) of a mile to the West line of the West one-half ($W\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$),

Thence southerly to the north line of Section Two (2), in Township Ninety-six (96) North, Range Twenty (20), West of the Fifth Principal Meridian;

Thence Easterly along the North line of said Section Two (2) a distance of approximately Three-fourths ($\frac{3}{4}$) mile to the Northeast corner of said Section Two (2);

Thence Southerly along the East line of said Section Two (2) to the Southwest corner of the Northwest Quarter ($NW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section One (1) in Township Ninety-six (96) North, Range Twenty (20), West of the Fifth Principal Meridian;

Thence Easterly on the South line of the North one-quarter ($N\frac{1}{4}$) of said Section One (1) and Section Six (6) and Section Five (5), in Township Ninety-six (96) North, Range Nineteen (19), West of the Fifth Principal Meridian, a distance of approximately Two and one-half ($2\frac{1}{2}$) miles to the North and South Quarter line of said Section Five (5);

Thence Southerly along the North and South Quarter lines of said Section Five (5) and Section Eight (8) and Section Seventeen (17), in Township Ninety-six (96) North, Range Nineteen (19) West of the Fifth Principal Meridian, a distance of approximately two and one-quarter ($2\frac{1}{4}$) miles to the center of said Section Seventeen (17);

Thence Westerly along the East-West quarter line of said Section Seventeen (17) and Section Eighteen (18) in Township Ninety-six (96) North, Range Nineteen (19), West of the Fifth Principal Meridian, and Section Thirteen (13) in Township Ninety-six (96) North, Range Twenty (20), West of the Fifth Principal Meridian, a distance of approximately two and one-half ($2\frac{1}{2}$) miles to the East Quarter corner of Section Fourteen (14), in Township Ninety-six (96) North, Range Twenty (20), West of the Fifth Principal Meridian;

Thence Southerly along the East line of said Section Fourteen (14), a distance of approximately one-half ($\frac{1}{2}$) mile to the Southeast corner of said Section Fourteen (14);

Thence Westerly along the South lines of said Section Fourteen (14) and Section Fifteen (15) in Township Ninety-six (96) North, Range Twenty (20) West of the Fifth Principal Meridian, to a point on the Southwesterly right of way line of the Union Pacific Railroad, said Southwesterly right of way line being approximately 1186.3 feet East of the Southwest Corner of said Section 15;

Thence Southeasterly along said Southwesterly right of way line to a point on the Easterly line of the Northwest Quarter of the Northwest Quarter of Section 22, Township 96 North, Range 20 West of the 5th P.M.;

Thence Southerly along said Easterly line to the Southeast Corner of said Northwest Quarter of the Northwest Quarter;

Thence Westerly along the Southerly line of said Northwest Quarter of the Northwest Quarter and along the Northerly line of Robinson's Addition to Cerro Gordo County, Iowa to the Northwest Corner of said Robinson's Addition;

Thence Southerly along the Westerly line of said Robinson's Addition to the Southwest Corner of said Robinson's Addition, said point also being on the Northerly line of Sondergaard's Addition to Cerro Gordo County, Iowa;

Thence Westerly along said Northerly line to a point on the Westerly right of way line of South Delaware Avenue;

Thence Southerly along said Westerly right of way line to a point on the Northerly right of way line of County Road 245th Street;

Thence Westerly along said Northerly right of way line to a point on the Northerly extension of a line 225.00 feet Easterly, measured at a right angle, from the Westerly line of the Southwest Quarter of said Section 22;

Thence Southerly along said Northerly extension and along said line to a point on the Northerly line of that tract of land described in Warranty Deed filed August 1, 2001 in Book 2001 Page 6726 in the Office of the Cerro Gordo County Recorder;

Thence Easterly, 125.4 feet along said Northerly line to the Northeast Corner of said tract of land;

Thence Southerly, 150.00 feet along the Easterly line of said tract of land to a point on the Southerly line of the North 483.62 feet of the Northwest Quarter of said Southwest Quarter;

Thence Easterly, 71.00 feet along said Southerly line to the Northeast Corner of that tract of land described in Warranty Deed filed October 28, 1993 in Book 93 Page 9184 in the Office of the Cerro Gordo County Recorder;

Thence Southerly, 735.37 feet along the Easterly line of said tract and along the Easterly line of that tract of land described in Warranty Deed filed April 23, 1987 in Book 87 Page 2329 in the Office of the Cerro Gordo County Recorder to the Southeast Corner of said tract of land, said point also being on

the Northerly line of that tract of land described in Report of Change of Title filed February 29, 1984 in Book 248 Page 200 in the Office of the Cerro Gordo County Recorder;

Thence Easterly, 138.62 feet along said Northerly line to the Northeast Corner of said tract of land;

Thence Southerly along the Easterly line of said tract of land and along the Southerly extension of said Easterly line to a point on the Southerly line of said Southwest Quarter;

Thence Easterly along said Southerly line to the Southeast Corner of said Southwest Quarter;

Thence Easterly along the Southerly line of the Southeast Quarter of said Section 22 to a point on the Westerly right of way line of the Union Pacific Railroad;

Thence Southerly along said Westerly right of way line to a point on the Northerly right of way line of U.S. Highway No. 18, said point designated as centerline metric Station 203+20± PL, 77 meters left of centerline, as shown on Iowa Department of Transportation Plans for Project Number NHS-18-5(80)—9-17;

Thence Southwesterly along said Northerly right of way line of U.S. Highway No. 18 to centerline metric Station 201+02± PL, 59 meters left of centerline;

Thence Southwesterly along said Northerly right of way line of U.S. Highway No. 18 to centerline metric Station 199+00, 51 meters left of centerline;

Thence Westerly along said Northerly right of way line of U.S. Highway No. 18 to Ramp A metric Station 1597+00.270, 26 meters left of Ramp baseline;

Thence Northwesterly along said Northerly right of way line of U.S. Highway No. 18 to Ramp A metric Station 1595+50, 28 meters left of Ramp baseline;

Thence Northwesterly along said Northerly right of way line of U.S. Highway No. 18 to Side Road Station 2259+50, 60 meters right of centerline Side Road U.S. Highway 65;

Thence Westerly across U.S. Highway 65 to Side Road Station 2259+40.000, 64.000 meters left of centerline Side Road U.S. Highway 65 as shown on Exhibit A attached to Warranty Deed filed February 29, 1996 in Book 96 Page 1413 in the Office of the Cerro Gordo County Recorder;

Thence Southwesterly, 589.52 feet along said Northerly right of way line of U.S. Highway No. 18;

Thence Southwesterly, 598.43 feet along said Northerly right of way line of U.S. Highway No. 18 to a point on the Southerly line of the Northeast Quarter of Section 28, Township 96 North, Range 20 West of the 5th P.M.;

Thence Westerly along said Northerly right of way line of U.S. Highway No. 18 and along said Southerly line to the Southwest Corner of said Northeast Quarter of said Section 28;

Thence Westerly along the Southerly line of the Northwest Quarter of said Section 28 and along said Northerly right of way line of U.S. Highway No. 18 to the most Easterly point of that tract of land described in Warranty Deed and shown in Acquisition Plat 2 of 2, both filed February 29, 1996 in Book 96 Page 1412 in the Office of the Cerro Gordo County Recorder;

Thence Northwesterly, 999.32 feet along said Northerly right of way line of U.S. Highway No. 18;

Thence Northwesterly, 1020.66 feet along said Northerly right of way line of U.S. Highway No. 18;

Thence Northwesterly, 525.68 feet along said Northerly right of way line of U.S. Highway No. 18 to a point on the Easterly right of way line of the Union Pacific Railroad;

Thence West across the Union Pacific Railroad to the Westerly right-of-way line of said Union Pacific Railroad;

Thence Northwesterly along said Northerly right-of-way line of U.S. Highway No. 18 to the East line of the Southwest Quarter of the Northwest Quarter in Section 29, Township 96 North, Range 20 West of the 5th P.M.;

Thence Southwesterly along said North right-of-way line of U.S. Highway No. 18 approximately 471 feet;

Thence Westerly along said North right-of-way line of U.S. Highway No. 18 to the Southeast corner of Parcel No. 073020000400, as depicted on a Plat of Survey recorded as Document No. 2013-423 in the Office of the Cerro Gordo County Recorder;

Thence North along the Easternmost line of said Parcel No. 073020000400 484.11 feet, to a point which also lies on the East right-of-way line of Nettle Avenue, which road is named South Taft Avenue when in the City of Mason City;

Thence West across said Nettle Avenue right-of-way to the West right-of-way line of Nettle Avenue;

Thence North along said West right-of-way line of Nettle Avenue to its intersection with the center line of 240th Street, which road is named 43rd Street SW when in the City of Mason City;

Thence West along said center line of 240th Street approximately 14.5 feet to a point of intersection with a line extended south from the Northwest corner of the intersection of Nettle Avenue and 240th Street;

Thence North to the Northwest corner of the intersection of Nettle Avenue and 240th Street;

Thence East across the Nettle Avenue right-of-way to the Northeast corner of the intersection of Nettle Avenue and 240th Street, which point is also on the North right-of-way line of 240th Street;

Thence East along said North right-of-way line of 240th Street to the Southwest corner of Parcel 072030000700, which, along with Parcel No. 072030000600, is described in Document No. 9710065 recorded in the Office of the Cerro Gordo County Recorder;

Thence North along the West line of said Parcel No. 072030000700 to the Northwest corner of said Parcel No. 072030000700, which point is also the Southwest corner of Parcel No. 072030000600, which, as noted above, is described along with Parcel No. 072030000700 in Document No. 9710065 recorded in the Office of the Cerro Gordo County Recorder;

Thence North along the West line of said Parcel No. 072030000600 to the Northwest corner of said parcel;

Thence East along the North line of said Parcel No. 072030000600 to the Westerly right-of-way line of the Union Pacific Railroad;

Thence East across said right-of-way to the Easterly right-of-way line of the Union Pacific Railroad

Thence Northerly along said Easterly right of way line to the Northwest Corner of Lot 1 Golden Grain Energy First Subdivision Cerro Gordo County, Iowa;

Thence continuing Northerly along said Easterly right-of-way line a distance of Six hundred sixty-two and forty-five hundredths (662.45) feet,

Thence continuing Northeasterly along said right-of-way a distance of Two hundred forty-eight and seventy-six hundredths (248.76) feet on a nontangential curve concave to the Southeast having a central angle of 07°30'47", a radius of Eighteen hundred fifty-nine and eighty-eight hundredths (1859.88) feet and a chord azimuth of 184°08'36",

Thence continuing Northeasterly along said right-of-way Eleven hundred fifty-five and fifty-three hundredths (1155.53) feet on a nontangential curve concave to the Southeast having a central angle of 35°35'48", a radius of Eighteen hundred fifty-nine and eighty-eight hundredths (1859.88) feet and a chord azimuth of 25°46'23",

Thence Northeasterly tangent to said curve 43°34'17", azimuth along said Southeasterly right-of-way line, Six hundred sixty-four and sixty-one hundredths feet (664.61) to the North line of the Northeast Quarter (NE¹/₄) of Section 20, Township 96 North, Range 20 West of the 5th P.M.; Thence Westerly along the North line of said Northeast Quarter (NE¹/₄) to the Northwest corner of said Northeast Quarter (NE¹/₄);

Thence Westerly along the South lines of Sections Seventeen (17) and Eighteen (18) in Township Ninety-six (96) North, Range Twenty (20), West of the Fifth Principal Meridian, and Section Thirteen (13) in Township Ninety-six (96) North, Range Twenty-one (21) West of the Fifth Principal Meridian, a distance of approximately Two and one-half (2¹/₂) miles to the South Quarter corner of said Section Thirteen (13);

Thence Northerly along the North and South Quarter lines of Sections 13 and 12 in Township 96 North, Range 21 West of the Fifth Principal Meridian approximately One and one-half miles (1¹/₂ mi.) to the center of said Section 12;

Thence ~~Northerly 182.34 feet~~ North along said North and South Quarter lines of Sections 13 and 12 to the north right-of-way line of IA 122;

Thence Westerly along said right-of-way line ~~approximately 2578.39 feet~~ to the east line of the Northwest quarter (NW ¼) of the Southwest quarter (SW¼) of Section Twelve (12), Township 96 North, Range 21 West of the Fifth Principal Meridian;

Thence south along said East line to the Southeast corner of the Northwest quarter (NW ¼) of the Southwest quarter (SW¼) of Section Twelve (12), Township 96 North, Range 21 West of the Fifth Principal Meridian;

Thence West along the south line of the Northwest quarter (NW ¼) of the Southwest quarter (SW¼) of Section Twelve (12), Township 96 North, Range 21 West of the Fifth Principal Meridian, to the Southwest corner of said quarter-quarter section, which point is also on the center line of Lark Avenue;

Thence north along said center line of Lark Avenue to its intersection with a line extended across Lark Avenue joining the South lines of the IA 122 right-of-way on each side of Lark Avenue;

Thence East to the intersection with a line extended north from the East right-of-way line of Lark Avenue, approximately 60 feet;

Thence North from said intersection to the North right-of-way line of IA Highway 122;

Thence West along said North right-of-way line of IA Highway 122 approximately 11 feet;

Thence Northwesterly 23.78' to the easterly right-of-way line of Lark Avenue;

Thence North $00^{\circ}11'14''$ West Two thousand four hundred thirty-nine and ninety-eight hundredths feet (2,439.98') along said right-of-way line to the north line of the Northwest Quarter ($NW^{1/4}$) of said Section 12;

Thence North $89^{\circ}55'49''$ East Two thousand six hundred five and thirty-eight hundredths feet (2,605.38') along said north line to the South Quarter ($S^{1/4}$) corner of Section 1 in Township 96 North, Range 21 West of the Fifth Principal Meridian;

Thence Northerly along the North and South quarter line of said Section 1 approximately One (1) mile to the North Quarter ($N^{1/4}$) corner of said Section 1;

Thence Easterly along the North lines of said Section One (1) and Section Six (6) in Township Ninety-six (96) North, Range Twenty (20), West of the Fifth Principal Meridian, a distance of approximately One and one-half ($1\frac{1}{2}$) miles to the Southwest corner of Section Thirty-two (32) in Township Ninety-seven (97) North, Range Twenty (20), West of the Fifth Principal Meridian;

Thence along the West line of said Section Thirty-two (32), a distance of approximately One (1) mile to the place of beginning.

PAUL D. PATE
SECRETARY OF STATE



LUCAS BUILDING
DES MOINES, IOWA 50319

OFFICE OF THE IOWA SECRETARY OF STATE

November 15, 2024

Aaron Burnett
Mason City City Clerk
10 First St NW
Mason City, IA 50401

Re: Resolution No. 24-226

Dear City of Mason City:

You are hereby notified that the resolution, plat map, and legal description pertaining to the voluntary annexation of territory to the City of Mason City, which was approved by the city on November 5, 2024, have been received and filed by this office as required by Iowa Code section § 368.7. You may consider the annexation filed.

In accordance with § 368.1(15) and § 368.7A the territory extends to the center line of all secondary roads adjacent to the above described properties.

Iowa Code 312.3(4) requires the mayor and city council to certify the population of any annexed territory, as determined by the last certified federal census, to the treasurer of state in order for apportionment of street construction funds to be adjusted.

Please review your city's precinct ordinance (if any) and confer with your county auditor to ensure this territory is assigned to the correct election precinct and/or ward (if any).

If you have questions or concerns about this communication, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Michael Graber".

Michaele Graber
Iowa Secretary of State's Office
321 E. 12th St.
Des Moines, IA 50319
michaele.graber@sos.iowa.gov

Cc: Annexations, Iowa Department of Transportation
Matt Rasmussen, City Development Board Administrator

ORDINANCE NO. 25 -

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF MASON CITY, IOWA, BY REPEALING TITLE 1, CHAPTER 5: CORPORATE LIMITS AND ADOPTING A NEW CHAPTER 5 IN LIEU THEREOF

BE IT ORDAINED by the City Council of the City of Mason City, Iowa:

Section 1: That the City Code of the City of Mason City, Iowa, should be and the same is hereby amended by repealing Title 1, Chapter 5: Corporate Limits and adopting a new Chapter 5 in lieu thereof as follows:

"TITLE 1
CHAPTER 5
CORPORATE LIMITS

1-5-1 CORPORATE LIMITS:

The corporate limits of the City of Mason City, Iowa, are hereby declared to be as they have been legally established according to law, and shall embrace the territory lying within the boundary of the following described perimeter:

Beginning at the Northwest corner of Section Thirty-two (32) in Township Ninety-seven (97) North, Range Twenty (20), West of the Fifth Principal Meridian;

Thence running Easterly along the North line of said Section Thirty-two (32), and Sections Thirty-three (33), Thirty-four (34) and Thirty-five (35), all in Township Ninety-seven (97) North, Range Twenty (20) West of the Fifth Principal Meridian, a distance of approximately Three and one-fourth ($3\frac{1}{4}$) miles to the Northeast corner of the Northwest Quarter ($NW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of said Section Thirty-five (35);

Thence Southerly a distance of approximately three-eighths ($\frac{3}{8}$) of a mile,

Thence easterly approximately one-quarter ($\frac{1}{4}$) mile to centerline of Section Thirty-five (35), in Township Ninety-seven (97) North, Range Twenty (20), West of the Fifth Principal Meridian;

Thence Southerly approximately one-sixth ($\frac{1}{6}$) of a mile on centerline of Section Thirty-five (35), in Township Ninety- seven (97) North, Range Twenty (20), West of the Fifth Principal Meridian;

Thence Westerly approximately one-tenth ($\frac{1}{10}$) of a mile;

Thence southerly four feet (4'),

Thence westerly approximately one-sixth ($\frac{1}{6}$) of a mile to the West line of the West one-half ($W\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$),

Thence southerly to the north line of Section Two (2), in Township Ninety-six (96) North, Range Twenty (20), West of the Fifth Principal Meridian;

Thence Easterly along the North line of said Section Two (2) a distance of approximately Three-fourths ($\frac{3}{4}$) mile to the Northeast corner of said Section Two (2);

Thence Southerly along the East line of said Section Two (2) to the Southwest corner of the Northwest Quarter ($NW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section One (1) in Township Ninety-six (96) North, Range Twenty (20), West of the Fifth Principal Meridian;

Thence Easterly on the South line of the North one-quarter ($N\frac{1}{4}$) of said Section One (1) and Section Six (6) and Section Five (5), in Township Ninety-six (96) North, Range Nineteen (19), West of the Fifth Principal Meridian, a distance of approximately Two and one-half ($2\frac{1}{2}$) miles to the North and South Quarter line of said Section Five (5);

Thence Southerly along the North and South Quarter lines of said Section Five (5) and Section Eight (8) and Section Seventeen (17), in Township Ninety-six (96) North, Range Nineteen (19) West of the Fifth Principal Meridian, a distance of approximately two and one-quarter ($2\frac{1}{4}$) miles to the center of said Section Seventeen (17);

Thence Westerly along the East-West quarter line of said Section Seventeen (17) and Section Eighteen (18) in Township Ninety-six (96) North, Range Nineteen (19), West of the Fifth Principal Meridian, and Section Thirteen (13) in Township Ninety-six (96) North, Range Twenty (20), West of the Fifth Principal Meridian, a distance of approximately two and one-half ($2\frac{1}{2}$) miles to the East Quarter

corner of Section Fourteen (14), in Township Ninety-six (96) North, Range Twenty (20), West of the Fifth Principal Meridian;

Thence Southerly along the East line of said Section Fourteen (14), a distance of approximately one-half ($1/2$) mile to the Southeast corner of said Section Fourteen (14);

Thence Westerly along the South lines of said Section Fourteen (14) and Section Fifteen (15) in Township Ninety- six (96) North, Range Twenty (20) West of the Fifth Principal Meridian, to a point on the Southwesterly right of way line of the Union Pacific Railroad, said Southwesterly right of way line being approximately 1186.3 feet East of the Southwest Corner of said Section 15;

Thence Southeasterly along said Southwesterly right of way line to a point on the Easterly line of the Northwest Quarter of the Northwest Quarter of Section 22, Township 96 North, Range 20 West of the 5th P.M.;

Thence Southerly along said Easterly line to the Southeast Corner of said Northwest Quarter of the Northwest Quarter;

Thence Westerly along the Southerly line of said Northwest Quarter of the Northwest Quarter and along the Northerly line of Robinson's Addition to Cerro Gordo County, Iowa to the Northwest Corner of said Robinson's Addition;

Thence Southerly along the Westerly line of said Robinson's Addition to the Southwest Corner of said Robinson's Addition, said point also being on the Northerly line of Sondergaard's Addition to Cerro Gordo County, Iowa;

Thence Westerly along said Northerly line to a point on the Westerly right of way line of South Delaware Avenue;

Thence Southerly along said Westerly right of way line to a point on the Northerly right of way line of County Road 245th Street;

Thence Westerly along said Northerly right of way line to a point on the Northerly extension of a line 225.00 feet Easterly, measured at a right angle, from the Westerly line of the Southwest Quarter of said Section 22;

Thence Southerly along said Northerly extension and along said line to a point on the Northerly line of that tract of land described in Warranty Deed filed August 1, 2001 in Book 2001 Page 6726 in the Office of the Cerro Gordo County Recorder;

Thence Easterly, 125.4 feet along said Northerly line to the Northeast Corner of said tract of land;

Thence Southerly, 150.00 feet along the Easterly line of said tract of land to a point on the Southerly line of the North 483.62 feet of the Northwest Quarter of said Southwest Quarter;

Thence Easterly, 71.00 feet along said Southerly line to the Northeast Corner of that tract of land described in Warranty Deed filed October 28, 1993 in Book 93 Page 9184 in the Office of the Cerro Gordo County Recorder;

Thence Southerly, 735.37 feet along the Easterly line of said tract and along the Easterly line of that tract of land described in Warranty Deed filed April 23, 1987 in Book 87 Page 2329 in the Office of the Cerro Gordo County Recorder to the Southeast Corner of said tract of land, said point also being on the Northerly line of that tract of land described in Report of Change of Title filed February 29, 1984 in Book 248 Page 200 in the Office of the Cerro Gordo County Recorder;

Thence Easterly, 138.62 feet along said Northerly line to the Northeast Corner of said tract of land;

Thence Southerly along the Easterly line of said tract of land and along the Southerly extension of said Easterly line to a point on the Southerly line of said Southwest Quarter;

Thence Easterly along said Southerly line to the Southeast Corner of said Southwest Quarter;

Thence Easterly along the Southerly line of the Southeast Quarter of said Section 22 to a point on the Westerly right of way line of the Union Pacific Railroad;

Thence Southerly along said Westerly right of way line to a point on the Northerly right of way line of U.S. Highway No. 18, said point designated as centerline metric Station 203+20± PL, 77 meters left of centerline, as shown on Iowa Department of Transportation Plans for Project Number NHS-18-5(80)—9-17;

Thence Southwesterly along said Northerly right of way line of U.S. Highway No. 18 to centerline metric Station 201+02± PL, 59 meters left of centerline;

Thence Southwesterly along said Northerly right of way line of U.S. Highway No. 18 to centerline metric Station 199+00, 51 meters left of centerline;

Thence Westerly along said Northerly right of way line of U.S. Highway No. 18 to Ramp A metric Station 1597+00.270, 26 meters left of Ramp baseline;

Thence Northwesterly along said Northerly right of way line of U.S. Highway No. 18 to Ramp A metric Station 1595+50, 28 meters left of Ramp baseline;

Thence Northwesterly along said Northerly right of way line of U.S. Highway No. 18 to Side Road Station 2259+50, 60 meters right of centerline Side Road U.S. Highway 65;

Thence Westerly across U.S. Highway 65 to Side Road Station 2259+40.000, 64.000 meters left of centerline Side Road U.S. Highway 65 as shown on Exhibit A attached to Warranty Deed filed February 29, 1996 in Book 96 Page 1413 in the Office of the Cerro Gordo County Recorder;

Thence Southwesterly, 589.52 feet along said Northerly right of way line of U.S. Highway No. 18;

Thence Southwesterly, 598.43 feet along said Northerly right of way line of U.S. Highway No. 18 to a point on the Southerly line of the Northeast Quarter of Section 28, Township 96 North, Range 20 West of the 5th P.M.;

Thence Westerly along said Northerly right of way line of U.S. Highway No. 18 and along said Southerly line to the Southwest Corner of said Northeast Quarter of said Section 28;

Thence Westerly along the Southerly line of the Northwest Quarter of said Section 28 and along said Northerly right of way line of U.S. Highway No. 18 to the most Easterly point of that tract of land described in Warranty Deed and shown in Acquisition Plat 2 of 2, both filed February 29, 1996 in Book 96 Page 1412 in the Office of the Cerro Gordo County Recorder;

Thence Northwesterly, 999.32 feet along said Northerly right of way line of U.S. Highway No. 18;

Thence Northwesterly, 1020.66 feet along said Northerly right of way line of U.S. Highway No. 18;

Thence Northwesterly, 525.68 feet along said Northerly right of way line of U.S. Highway No. 18 to a point on the Easterly right of way line of the Union Pacific Railroad;

Thence West across the Union Pacific Railroad to the Westerly right-of-way line of said Union Pacific Railroad;

Thence Northwesterly along said Northerly right-of-way line of U.S. Highway No. 18 to the East line of the Southwest Quarter of the Northwest Quarter in Section 29, Township 96 North, Range 20 West of the 5th P.M.;

Thence Southwesterly along said North right-of-way line of U.S. Highway No. 18 approximately 471 feet;

Thence Westerly along said North right-of-way line of U.S. Highway No. 18 to the Southeast corner of Parcel No. 073020000400, as depicted on a Plat of Survey recorded as Document No. 2013-423 in the Office of the Cerro Gordo County Recorder;

Thence North along the Easternmost line of said Parcel No. 073020000400 484.11 feet, to a point which also lies on the East right-of-way line of Nettle Avenue, which road is named South Taft Avenue when in the City of Mason City;

Thence West across said Nettle Avenue right-of-way to the West right-of-way line of Nettle Avenue;

Thence North along said West right-of-way line of Nettle Avenue to its intersection with the center line of 240th Street, which road is named 43rd Street SW when in the City of Mason City;

Thence West along said center line of 240th Street approximately 14.5 feet to a point of intersection with a line extended south from the Northwest corner of the intersection of Nettle Avenue and 240th Street;

Thence North to the Northwest corner of the intersection of Nettle Avenue and 240th Street;

Thence East across the Nettle Avenue right-of-way to the Northeast corner of the intersection of Nettle Avenue and 240th Street, which point is also on the North right-of-way line of 240th Street;

Thence East along said North right-of-way line of 240th Street to the Southwest corner of Parcel 072030000700, which, along with Parcel No. 072030000600, is described in Document No. 9710065 recorded in the Office of the Cerro Gordo County Recorder;

Thence North along the West line of said Parcel No. 072030000700 to the Northwest corner of said Parcel No. 072030000700, which point is also the Southwest corner of Parcel No. 072030000600, which, as noted above, is described along with Parcel No. 072030000700 in Document No. 9710065 recorded in the Office of the Cerro Gordo County Recorder;

Thence North along the West line of said Parcel No. 072030000600 to the Northwest corner of said parcel;

Thence East along the North line of said Parcel No. 072030000600 to the Westerly right-of-way line of the Union Pacific Railroad;

Thence East across said right-of-way to the Easterly right-of-way line of the Union Pacific Railroad

Thence Northerly along said Easterly right of way line to the Northwest Corner of Lot 1 Golden Grain Energy First Subdivision Cerro Gordo County, Iowa;

Thence continuing Northerly along said Easterly right-of-way line a distance of Six hundred sixty-two and forty-five hundredths (662.45) feet,

Thence continuing Northeasterly along said right-of-way a distance of Two hundred forty-eight and seventy-six hundredths (248.76) feet on a nontangential curve concave to the Southeast having a central angle of 07°30'47", a radius of Eighteen hundred fifty-nine and eighty-eight hundredths (1859.88) feet and a chord azimuth of 184°08'36",

Thence continuing Northeasterly along said right-of-way Eleven hundred fifty-five and fifty-three hundredths (1155.53) feet on a nontangential curve concave to the Southeast having a central angle of 35°35'48", a radius of Eighteen hundred fifty-nine and eighty-eight hundredths (1859.88) feet and a chord azimuth of 25°46'23",

Thence Northeasterly tangent to said curve 43°34'17", azimuth along said Southeasterly right-of-way line, Six hundred sixty-four and sixty-one hundredths feet (664.61) to the North line of the Northeast Quarter (NE¹/₄) of Section 20, Township 96 North, Range 20 West of the 5th P.M.; Thence Westerly along the North line of said Northeast Quarter (NE¹/₄) to the Northwest corner of said Northeast Quarter (NE¹/₄);

Thence Westerly along the South lines of Sections Seventeen (17) and Eighteen (18) in Township Ninety-six (96) North, Range Twenty (20), West of the Fifth Principal Meridian, and Section Thirteen (13) in Township Ninety-six (96) North, Range Twenty-one (21) West of the Fifth Principal Meridian, a distance of approximately Two and one-half (2¹/₂) miles to the South Quarter corner of said Section Thirteen (13);

Thence Northerly along the North and South Quarter lines of Sections 13 and 12 in Township 96 North, Range 21 West of the Fifth Principal Meridian approximately One and one-half miles (1¹/₂ mi.) to the center of said Section 12;

Thence ~~Northerly 182.34 feet~~ **North along said North and South Quarter lines of Sections 13 and 12 to the north right-of-way line of IA 122;**

Thence Westerly along said right-of-way line approximately 2578.39 feet to the east line of the Northwest quarter (NW ¼) of the Southwest quarter (SW¼) of Section Twelve (12), Township 96 North, Range 21 West of the Fifth Principal Meridian;

Thence south along said East line to the Southeast corner of the Northwest quarter (NW ¼) of the Southwest quarter (SW¼) of Section Twelve (12), Township 96 North, Range 21 West of the Fifth Principal Meridian;

Thence West along the south line of the Northwest quarter (NW ¼) of the Southwest quarter (SW¼) of Section Twelve (12), Township 96 North, Range 21 West of the Fifth Principal Meridian, to the Southwest corner of said quarter-quarter section, which point is also on the center line of Lark Avenue;

Thence north along said center line of Lark Avenue to its intersection with a line extended across Lark Avenue joining the South lines of the IA 122 right-of-way on each side of Lark Avenue;

Thence East to the intersection with a line extended north from the East right-of-way line of Lark Avenue, approximately 60 feet;

Thence North from said intersection to the North right-of-way line of IA Highway 122;

Thence West along said North right-of-way line of IA Highway 122 approximately 11 feet;

Thence Northwesterly 23.78' to the easterly right-of-way line of Lark Avenue;

Thence North 00°11'14" West Two thousand four hundred thirty-nine and ninety-eight hundredths feet (2,439.98') along said right-of-way line to the north line of the Northwest Quarter (NW¹/₄) of said Section 12;

Thence North 89°55'49" East Two thousand six hundred five and thirty-eight hundredths feet (2,605.38') along said north line to the South Quarter (S¹/₄) corner of Section 1 in Township 96 North, Range 21 West of the Fifth Principal Meridian;

Thence Northerly along the North and South quarter line of said Section 1 approximately One (1) mile to the North Quarter (N¹/₄) corner of said Section 1;

Thence Easterly along the North lines of said Section One (1) and Section Six (6) in Township Ninety-six (96) North, Range Twenty (20), West of the Fifth Principal Meridian, a distance of approximately One and one-half (1¹/₂) miles to the Southwest corner of Section Thirty-two (32) in Township Ninety-seven (97) North, Range Twenty (20), West of the Fifth Principal Meridian;

Thence along the West line of said Section Thirty-two (32), a distance of approximately One (1) mile to the place of beginning.

Section 2: That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3: If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section thereof, or part thereof, not adjudged invalid or unconstitutional.

Section 4: This ordinance shall be in full force and effect upon its final passage, approval and publication as required by law.

PASSED AND APPROVED this day of , 2025.

Bill Schickel, Mayor

ATTEST:

Aaron Burnett, City Clerk

1st consideration: January 7, 2025
2nd consideration: January 21, 2025
3rd consideration:

City of Mason City
Engineering Department

Memorandum

To: Aaron Burnett, City Administrator
From: Mark A. Rahm, P.E., City Engineer
Date: January 14, 2025
RE: SOO Green Electric Franchise

Recommendation:

The recommendation is: that the City Council approves the Electrical Franchise between SOO Green HVDC Link ProjectCo, LCC and the City of Mason City.

Review:

SOO Green HVDC Link ProjectCo, LCC has developed, designed and permitted for an underground bipolar high voltage direct current (HVDC) transmission system in partnership with the Canadian Pacific Kansas City (CPKC) Railroad. The utility will primarily occupy CPKC right of way. The project was first introduced to the City of Mason City in January of 2020, and later in the spring of 2020 to the public through a series of Public Information Meetings which were held in each of the eight counties where the link will be installed. The SOO Green HVDC Link is a 350-mile 2,100 MW, 525KV underground high-voltage direct current (HVDC) transmission line running along existing rail corridors from Iowa to Illinois.

The SOO Green HVDC Link will utilize modern grid technology to build the first link of a national HVDC clean energy power grid. The link will connect the nation's two largest power markets – MISO in the Midwest, and PJM in the east – the SOO Green HVDC Link is intended to help meet America's growing demand for affordable, zero-carbon electricity.

When completed, the project will transfer wind turbine and solar electrical power generated in the Midwest from a facility location west of Mason City to Yorkville, Illinois. The approximate 350-mile route will utilize CPKC Railroad and Iowa Department of Transportation rights of ways. The proposed 6.4-mile route through the City of Mason City is all within CPKC Railroad right of way, crossing eight city streets.

SOO Green filed its application for its proposed underground electric transmission line on September 24, 2020, in Docket No. E-22436. The franchise petition process was paused at SOO Green's request in February 2021 and resumed in September 2022.

The City of Mason City received a letter dated March 30, 2023, stating, SOO Green in accordance with Iowa Administrative Code 199-Chapter 11 is hereby notifying you that a revised petition to construct an electric transmission line in Cerro Gordo County, Iowa is being submitted to the Iowa Utilities Board.

The Iowa Utilities Board (IUB) issued an order approving a petition for a franchise to construct, maintain, and operate a new electric transmission line in Iowa by SOO Green HVDC Link Project Co, LLC (SOO Green). SOO Green is also required to secure franchise agreements with each of the municipalities its utility passes through.

The petition referred to as the SOO Green transmission line project in Docket No. E-22436, proposes to build approximately 174 miles of 525 kV underground high voltage direct current (HVDC) electric transmission line in Allamakee, Cerro Gordo, Chickasaw, Clayton, Dubuque, Floyd, Jackson, and Winneshiek counties in Iowa, and continue into Illinois.

The order finds that the proposed line is necessary to serve a public use and represents a reasonable relationship to an overall plan of transmitting electricity in the interest of the public. The order also states that the franchise granted by the IUB is subject to a condition that the electric transmission line operates as a merchant line under Iowa Code 478.6A, and SOO Green must both provide prior notice and receive IUB approval before changing the business model of operation of the franchise. Failure to comply will result in the automatic termination of the granted franchise.

The IUB retains jurisdiction in this docket under Iowa Code chapter 478 and may at any time during the franchise period make such further orders as necessary, including but not limited to modification of the franchise line to something other than a merchant line or review of requests for additional eminent domain authority.

The Electric Franchise shall be effective for twenty-five (25) years from the effective date, which is the approval and passage of the ordinance in accordance with Iowa law, written acceptance by SOO Green, publication, and notice by SOO Green. The Electric Franchise provides permissions for SOO Green to construct, reconstruct, repair, replace, maintain and operate in the City of Mason City the necessary conduits and other appliances or equipment for the transmission of electric current and communication facilities and the right to construct, reconstruct, relocate, repair, replace, maintain and operate the facilities under the streets, avenues, alleys and public places and in certain railroad right of way in the City of Mason City.

The Electric Franchise provides terms that protect the City of Mason City against claims of liability, demands, losses, damage, cost and expenses that may occur due to the negligent acts or omissions by SOO Green in the use or occupancy of the streets, avenues, alleys and public places in the city.

The City of Mason City (City) has also negotiated terms with SOO Green that involves and includes the City's direct input regarding positioning of their utility crossing the City's streets and location and separation from city utilities, prior to commencing any

construction. All coordination of construction will require the prior approval of the City Engineer. In addition to terms involving existing utilities, the City has also negotiated for the installation of a buried blank conduit along the project route that can at any time in the future be utilized by the City for fiber communication purposes. See Exhibit B for the proposed fiber conduit route and limits. From west to east, the conduit terminus are near the Hoover Booster Station located in the Central Heights area and near the Mason City Reclamation Facility located on Birch Drive.

The ordinance was presented to the City Council for their January 7, 2025, meeting. The ordinance was approved on 1st Consideration leaving two remaining approvals or further action to meet the required three readings for passage. The remaining meetings for the council's consideration on the ordinance are January 21, 2025, and January 28, 2025.

Budget Impact:

There is no impact on the operating budget resulting from this action.

Council Action Requested:

I respectfully request the City Council's action to approve an Electrical Franchise by ordinance, between SOO Green HVDC Link ProjectCo, LCC and the City of Mason City. Approve on 2nd Consideration.



Mark A. Rahm, P.E., City Engineer



Reviewed and Recommend Approval

ORDINANCE NO. 25 -

ELECTRIC FRANCHISE
(TRANSMISSION SYSTEM)
SOO GREEN 10.31.24 Application

ORDINANCE GRANTING TO SOO GREEN HVDC LINK PROJECTCO, LLC, ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND FRANCHISE PURSUANT TO IOWA CODE SECTION 364.2(4) TO CONSTRUCT, RECONSTRUCT, RELOCATE, REPAIR, REPLACE, MAINTAIN AND OPERATE IN THE CITY OF MASON CITY, CERRO GORDO COUNTY, IOWA, A TRANSMISSION SYSTEM FOR THE TRANSMISSION OF ELECTRIC ENERGY AND COMMUNICATION FACILITIES AND THE RIGHT TO CONSTRUCT, RECONSTRUCT, RELOCATE, REPAIR, REPLACE, MAINTAIN, OPERATE, THE NECESSARY CONDUITS AND OTHER APPLIANCES OR EQUIPMENT FOR THE TRANSMISSION OF ELECTRIC CURRENT AND COMMUNICATION FACILITIES UNDER CERTAIN STREETS, AVENUES, ALLEYS AND PUBLIC PLACES AND IN A CERTAIN RAILROAD RIGHT OF WAY IN THE CITY OF MASON CITY, CERRO GORDO COUNTY, IOWA WITHIN THE CITY AS THE BOUNDARIES ARE NOW AND MAY HEREAFTER EXIST, FOR THE PERIOD OF TWENTY-FIVE (25) YEARS ("Franchise" or "Ordinance").

BE IT ENACTED by the City Council of the City of Mason City, Iowa:

Section 1. Introduction. There is hereby granted to SOO GREEN HVDC LINK PROJECTCO, LLC, hereinafter referred to as "SOO Green" or the "Company," its successors and assigns, the right and franchise to construct, reconstruct, repair, replace, maintain and operate in the City of Mason City, Cerro Gordo County, Iowa, the necessary conduits, and other appliances or equipment for the transmission of electric current and communication facilities (collectively, the "Facilities") and the right to construct, reconstruct, relocate, repair, replace, maintain and operate the Facilities under the streets, avenues, alleys and public places and in certain railroad right of way in the City of Mason City, Cerro Gordo County, Iowa, as the boundaries are now and may hereafter exist in the preliminary route as shown on Exhibit A (the "Route"), the final route to be subject to the written approval of the City Administrator before any mobilization, staging, or construction of the Facilities within the City limits. This Franchise shall be effective for a twenty-five (25) year period from and after the effective date defined in Section 19 herein ("Effective Date"). SOO Green is also granted the right of eminent domain as provided in Iowa Code Section 364.2(4) as reasonably necessary to carry out the purposes of this Franchise.

Section 2. Management Fee.

2.1 The Company shall pay the City upon receipt of annual statements a management fee for the City's management costs which are the reasonable, direct, and fully documented costs the City actually incurs to manage the Company's use of the public rights-of-way as provided by Iowa Code Section 480A.2(2). In lieu of an annual

statement and at the City's option, the City and the Company may agree to use an estimated fee.

2.2 The Company shall install, at its cost, fiber conduit and associated vaults within the area shown on Exhibit B, to be owned, operated and managed exclusively by the City, along the Canadian Pacific Kansas City (CPKC) right-of-way segments of the project corridor within municipal limits. The Company shall be responsible for any fiber related fees charged by CPKC. Upon reasonable notice to the Company, the City shall have access to the conduit and vaults to repair, replace, maintain and operate the conduit and vaults. The Company shall notify the City of any construction, reconstruction, relocation, repair, replacement, or maintenance of the Facilities that would affect the City's conduit to permit the City to take such action as it deems necessary to protect its conduit. The City's exercise of its right to repair/replace co-located fiber may not interfere with rail operations or with operations of the SOO Green Facilities.

2.3 Payments to City. All invoice payments required by this Ordinance shall be made payable to "The City of Mason City, Iowa" and delivered to the City of Mason City Finance Department, City Hall. Any payments due not paid in full by the due date shall be subject to the lesser of the maximum interest provided by law or 1% per month.

Section 3. Utilities.

3.1 Water Utilities. Prior to the commencement of any construction, the Company shall work with the City Engineer and the Water Department to maintain adequate separation from existing facilities to avoid interference and to minimize the risk of relocation of the Facilities. The Company will seek to maintain a vertical depth of not less than six (6) feet separation and a horizontal separation of not less than ten (10) feet from any City water main. These distances can be reduced only if approved by the City Engineer. When crossing or running parallel to a City water main, the water main shall be potholed by the Company for field verification before installation of the Company conduit.

3.2 Other Utilities. Prior to the commencement of any construction, the Company shall coordinate on all construction of the Facilities to the satisfaction of the City Engineer to minimize the impact on all other public and City utilities.

3.3 Damage to City Utilities. The Company shall reimburse the City for all costs and damage to City utilities caused by SOO Green's construction, reconstruction, relocation, repair, replacement, operation or maintenance of the Facilities promptly upon receipt of a statement of such costs and damages from the City. The Company shall not be responsible for any costs and damage to the City caused by the City's negligence or willful misconduct.

Section 4. Indemnification.

4.1 The Company shall indemnify, defend and hold City, its officers and employees, harmless from and against any and all claims, demands, losses, damages, cost and expenses (including, but not limited to, court costs, fines, penalties and reasonable attorneys' fees, but excluding consequential or indirect damages), judgments, liabilities and causes of action of any nature whatsoever resulting from or relating to its negligent acts or omissions in the use or occupancy of the streets, avenues, alleys and public places in the City, a material breach of this Franchise, or arising in any manner out of the negligent acts or omissions of its agents, employees, or contractors in connection with same, or with respect to the violation of any laws, including without limitation, any environmental laws. The Company shall indemnify and defend the City for, from and against any and all mechanics' liens and other liens and encumbrances filed by any person claiming by, through or under the Company and against all costs, expenses, losses and liabilities (including reasonable attorneys' fees) incurred by the City in connection with any such lien or encumbrance or any action or proceeding brought thereon. For avoidance of doubt regarding the scope of this indemnification, the Company shall not be responsible for any costs and damage to the City caused solely by the City's negligence or willful misconduct.

4.2 The Company shall maintain commercial general liability insurance coverage, or its equivalent, upon commencement of construction in the City and continuing throughout the term of this Franchise as described in Exhibit C, as such schedule may reasonably be amended from time to time by the City, provided however that any new requirements will not exceed the requirements imposed on any other utility operating within the City, are commercially available, and reasonably obtainable. The Company's failure to meet the insurance requirements shall not relieve the Company of its responsibilities under this Franchise. Upon proof of financial responsibility to the reasonable satisfaction of the City, the Company may be allowed to self-insure the coverages required. The Company shall provide the City with certificates of insurance or letter of self-insurance, subject to the approval of the City in its sole discretion, upon request.

4.3 The requirements of indemnification shall not be a waiver of any right that the City would have to assert defenses on its own behalf under state or federal law. The Company's indemnification obligations under this Franchise shall survive the expiration, cancellation, or termination of this Franchise in accordance with applicable statutes of limitation in force within the state of Iowa.

Section 5. Relocation.

5.1 The Company shall, at its cost and expense, locate and relocate its Facilities in, on, over or under any public street or alley or other public place in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement of, or public improvement, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement ("City Project") The Company shall not be required to relocate, at its cost and expense, Company

facilities in the public right-of-way that have been relocated at company expense at the direction of the City in the previous three (3) years.

5.2 The City and the Company desire to minimize, to the fullest extent possible, the risk that any of the Facilities would require relocation for the purposes of a future City Project. The City has reviewed Exhibit A and used its best available information to identify any areas where a City Project may occur during the term of this Franchise and could potentially result in a Facilities relocation. The City and the Company will work together to revise the location of the Facilities prior to construction to reduce the risk of any conflict. For future City Projects, the following will apply:

- a. In developing a City Project, the City shall consider reasonable alternatives so as not arbitrarily to cause the Company unreasonable additional expense.
- b. If there is a potential conflict between a City Project and the Facilities, the City and the Company will work together to identify alternatives that would avoid relocation of Facilities. When such alternative is available, SOO Green will have the option to pay the incremental cost, if any, associated with the alternative to avoid relocation and the City will implement that alternative if SOO Green so elects.
- c. If a relocation of Facilities cannot be avoided, the City will provide a reasonable alternative location for the Company's facilities within City right-of-way. The Company shall be solely responsible for any additional cost to the City as determined by the City Engineer in the City Engineer's sole discretion for providing such alternative location. If the alternative location the City can provide within the City right-of-way is not acceptable to the Company, the Company is granted the power of eminent domain to acquire the land rights necessary to relocate the Facilities to a suitable location. The Company will not be required to deactivate and relocate existing Facilities until the relocated Facilities are operational.

5.3 If the City orders or requests the Company to relocate its Facilities for the primary benefit of a commercial or private project, or as the result of the initial request of a commercial or private developer or other non-public entity, the City shall require advance payment to the Company for all construction and transactions costs and the provision of an alternative location for the Facilities of such relocation from such developer or other non-public entity as a precondition to relocating the Facilities. If such pre-payment is made, the Company will not be required to deactivate and relocate existing Facilities until the relocated Facilities are operational. No payment of any kind shall be required, however, by City or commercial or private developer or other non-public entity, if the relocation is necessitated because of the construction and/or installation of infrastructure that will be dedicated to the City by a commercial or private developer or other non-public entity upon construction, or which will be constructed and/or installed by the City for public use, even though said infrastructure was or may have been installed as a result of and/or for purposes of serving a commercial or private project, where the City Council finds that said additional public infrastructure is appropriate and necessary in advance of the construction and/or installation of said

infrastructure. In this case, where no payment is required, the Company will not be required to deactivate and relocate existing Facilities until the relocated Facilities are operational. In this case, the City agrees that the construction and/or installation of said infrastructure shall be treated as a City Project, whether installed by developer or City, and that the provisions of Section 5.2(a) through (c) shall apply.

5.4 The City shall give the Company reasonable advance written notice to vacate a public right-of-way. Vacating a public right-of-way shall not deprive the Company of its right to operate and maintain existing Facilities within the vacated right-of-way and the City shall grant the Company a utility easement in the vacated public right-of-way until the City orders or requests the Company to relocate its Facilities. If such relocation is for the primary benefit of a commercial or private project, or as the result of the initial request of a commercial or private developer or other non-public entity Section 5.3 of this Franchise, including the exception language included in Section 5.3 related to the construction and/or installation of public infrastructure, shall control. If the relocation is for a City Project, Section 5.2 shall control.

Section 6. System Plans And Maps.

6.1 The Company shall apply to the City Engineering Department for a permit for work performed in the City's right-of-way in accordance with the City's regulations. Mapping information will be used solely and exclusively by the City in administering the use and occupancy of the public right-of-way within the City and shall not be provided to or relied on by any person for any other purpose. At the request of the City, mapping information will be reviewed with the City staff. The City recognizes that Company claims the information may constitute a trade secret or is otherwise protected from public disclosure by State or Federal law on other grounds and agrees to protect the information to the extent allowed by State or Federal law. Furthermore, the City agrees that no documents, maps or information provided to the City by the Company shall be made available to the public or other entities if the Company certifies that such documents or information are exempt from disclosure under the provisions of the Freedom of Information Act, the Federal Energy Regulatory Commission Critical Energy Infrastructure requirements pursuant to 18 C.F.R. § 388.112 and § 388.113, or chapter 22 of the Code of Iowa, as such statutes and regulations may be amended from time to time. In the event any action at law, in equity or administrative is brought against the City regarding disclosure of any document which the Company has designated as a trade secret or as otherwise protected from disclosure the City shall promptly notify the Company. The Company shall at the City's option assume the defense of said action or agree to reimburse the City any and all costs, including attorney fees and penalties, to the extent allowed by law which may result from any said action. Prior to any excavating in the rights-of-way, both parties shall follow the procedures set forth in Iowa Code Chapter 480 or an entity with a similar function utilized by both the City and the Company, currently the Iowa One Call System.

6.2 For emergencies, the Company may proceed with the work without first applying for a permit, provided, however, that the Company shall apply for and obtain a permit as

soon as practicable after commencing such work.

6.3 The Company shall replace the surface, restoring the condition as existed prior to the company's excavation, but shall not be required to improve or modify the public right-of-way unless said improvement is necessary to meet a SUDAS (Statewide Urban Design and Specifications) standard, a requirement of the Americans With Disabilities Act, or any other standard mandated by State or Federal law, provided however, if any improvement is requested or required for aesthetic, cosmetic or similar purposes not mandated by State or Federal law the City shall reimburse the company the incremental cost of such improvements. The company shall complete all repairs in a timely and prompt manner. Company agrees any replacement of road surface shall conform to current City ordinances regarding its depth and composition.

Section 7. Annual Planning Meeting. The Company operations staff will, at the request of the City, attend an annual meeting with the City Engineering Department and other interested city personnel to discuss utility reliability standards, including comparisons to regional and national reliability statistics, annual and long-term construction coordination planning for the Company and City and other related items. This will not replace any periodic meetings needed on specific projects and issues.

Section 8. Reliability. The Company will maintain compliance with applicable National Electric Safety Code, Iowa Utilities Board regulatory standards and North American Electric Reliability Corporation Standards.

Section 9. Non-Exclusivity. The franchise granted by this Ordinance shall not be exclusive. The City shall not, however, grant a subsequent franchise that would impair, obstruct, or diminish the franchise rights of the Company under this Ordinance.

Section 10. Emergency Training, Participation And Communication. The Company will maintain a twenty-four (24) hour contact with City of Mason City Police Dispatch or other emergency management contact for emergency communications. The Company shall provide training on safety matters related to the Facilities upon the request of the Fire Chief.

Section 11. Corporate Philanthropy. On an annual basis, the Company will provide notice to the City Administrator of whether the Company has any grants or other corporate giving opportunities for which the City of Mason City or businesses located in may be eligible

Section 12. Publication Expenses. The expense of the publication of this Ordinance shall be paid by the Company.

Section 13. Repeal Of Conflicting Ordinances. All ordinances, or parts of ordinances, insofar as they are in direct conflict herewith, are hereby repealed.

Section 14. Compliance With City Ordinances. The Company shall, to the extent not inconsistent with the terms of this Franchise, at all times during the term of this Franchise ordinance conform with, submit to, and carry out the provisions of any and all valid ordinances existing or as hereafter lawfully enacted relating the City's exercise of its police powers.

Section 15. Dispute Resolution. The City and the Company agree to attempt to resolve any dispute or disagreement which is not a material breach arising under or in connection with this Ordinance in good faith through discussion between their authorized representatives. If they are unable to resolve any such dispute within thirty (30) calendar days from the date on which either the City or the Company delivers to the other written notice of such dispute, then senior management designees for the City and the Company shall discuss the matter in an attempt to resolve the dispute or disagreement. In the event the senior management designees are unable to resolve any such dispute within thirty (30) calendar days, the City and Company agree to try in good faith to settle the dispute by mediation prior to, and as a precondition to, commencing any litigation. The City and Company will bear their own attorneys' fees, expert witnesses' fees, costs and expenses in the mediation. The mediation shall be in Mason City, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Section 16. Material Breach. Either the City or the Company may terminate this Franchise if the other party shall be materially in breach of its provisions. Upon the occurrence of a material breach, the nonbreaching party shall provide the breaching party with notification by certified mail specifying the alleged breach. The breaching party shall have sixty (60) days to cure the breach, unless it notifies the nonbreaching party, and the parties agree upon a longer period for cure. If the breach is not cured within the cure period, the nonbreaching party may terminate this Franchise. A party shall not be considered to be in breach of this Franchise if it has operated in compliance with state or federal law. A party shall not be considered to have breached this Franchise if the alleged breach is the result of the actions of a third party or the other party.

Section 17. Closing. This Franchise ordinance sets forth and constitutes the entire agreement between the Company and the City of Mason City with respect to the rights contained herein, and may not be superseded, modified or otherwise amended without the approval and acceptance of the Company.

Section 18. Severability. If any of the provisions of this Franchise are for any reason declared to be illegal or void, the lawful provisions of this Franchise, which are severable from said unlawful provisions, shall be and remain in full force and effect, the same as if the Franchise contained no illegal or void provisions.

Section 19. Effective and Binding. This Ordinance and the rights and privileges herein

granted shall become effective and binding upon its approval, passage in accordance with Iowa law, the written acceptance by the Company, publication, and notice by the Company as provided below. The City shall provide the Company with an original signed and sealed copy of this Ordinance within ten (10) days of its final passage. The Company shall, within sixty (60) days after the City Council approval of this Ordinance, file in the office of the clerk of the city, its acceptance in writing of all the terms and provisions of this Ordinance. Following City Council approval and Company acceptance, this Ordinance shall be published in accordance with the Code of Iowa. The Effective Date of this Ordinance shall be the earlier of (a) the date the Company provides written notice to the City Administrator that any mobilization, staging, or construction of the Facilities will commence within the City limits or (b) December 31, 2026.

Section 20. Vegetation Management. The City agrees not to plant any trees directly above the Facilities. The Company is authorized and empowered to prune or remove at Company expense, any tree extending into any street, avenue, right-of-way, alley, public place or public ground that the company determines, in its sole discretion, that will interfere with the construction or safe operation of the Facilities. For every tree that SOO Green removes that is more than 6 inches in diameter, the Company shall pay the City upon invoice the sum of three hundred fifty dollars (\$350.00) per tree, which amount shall be adjusted annually commencing on the first anniversary of the adoption of this Franchise, and each anniversary thereafter by the change in percentage in the United States Bureau of Labor Statistics Consumer Price Index ("CPI") as of the applicable anniversary of this Franchise compared to the CPI as of the same date of the previous year. The Company shall have no other liability to the City. The "CPI Adjustment" shall be a fraction expressed as a decimal, the numerator of which shall be the Current CPI minus the Prior CPI and the denominator of which is the Prior CPI, or 3% whichever amount is less. The "Current CPI" is the latest CPI published prior to the anniversary date of the Effective Date. The "Prior CPI" is the CPI published in the immediately preceding calendar year for the same month as the Current CPI. The term "CPI" shall mean the "Consumer Price Index for All Urban Consumers (CPI-U)" published by the Bureau of Labor Statistics of the U.S. Department of Labor, All Items (1982-84=100), U.S. City Average, or any successor index thereto, appropriately adjusted. If the CPI ceases to be published and there is no successor thereto, such other government or nonpartisan index or computation shall be used which would obtain a substantially similar result as if the CPI had not been discontinued.

Section 21. Public Places: "Public places" means any property owned by the City.

Section 22. Assignment: No sale, assignment or lease of this Franchise shall be effective until it is approved by the city council and after the Company has filed in the office of the city clerk written notice of the proposed sale, transfer, disposition or assignment, such notice to clearly summarize the proposed procedure and the terms and conditions thereof. Such approval by the city council shall not be unreasonably withheld. The proposed vendor, assignee or lessee shall similarly file an instrument, duly executed, reciting such proposal, accepting the terms of this Franchise and

agreeing to perform all the conditions thereof. This provision shall not apply, however, to collateral assignments in connection with a project financing of the project.

Section 23. Notices: Any written notice required by this Franchise shall be sent by first class mail to the persons and addresses below.

For SOO Green

Raj Rajan
Vice President -- Project Development
SOO Green HVDC Link ProjectCo, LLC
1600 Utica Ave S, 9th Floor
St. Louis Park, Minnesota 55416

For the City of Mason City

Aaron Burnett, City Administrator
10 First Street NW
Mason City, Iowa 50401

Section 24. Renewal: The City and the Company will meet at least 12 months prior to the expiration of this Franchise to discuss renewal of the Franchise.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF MASON CITY, IOWA

By: _____
Bill Schickel, Mayor

ATTEST:

Aaron Burnett, City Administrator

First Consideration: 1-7-25
Second Consideration: 1-21-25
Third Consideration:

I, Aaron Burnett, City Administrator of the City of Mason City, Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. - _____, passed by the City Council of said City at a meeting held _____, 2025, and signed by the mayor on the ____ day of _____, 2025, and published as provided by law on _____, 2025.

City Clerk

(OFFICIAL SEAL)

EXHIBIT A
PRELIMINARY ROUTE
ENCLOSED HERewith
(ATTACHED)

EXHIBIT B
FIBER CONDUIT REQUESTED BY CITY
ENCLOSED HEREWITH
(ATTACHED)

EXHIBIT C
INSURANCE
ENCLOSED HEREWITH
(ATTACHED)

ACCEPTANCE

SOO Green HVDC Link ProjectCo, LLC hereby accepts for itself, its lessees, successors and assigns, all of the terms, conditions and provision of Ordinance No. _____25, passed by the City Council of the City of Mason City, Iowa on the _____ day of _____, 2025, granting a franchise to SOO Green HVDC Link ProjectCo, LLC .

Dated this _____ day of _____, 2025.

SOO GREEN HVDC LINK PROJECTCO, LLC

By: _____

Title: