

Mason City City Hall 2<sup>nd</sup> Floor Conference Room  
Mason City, Iowa

January 28, 2025  
6:00 P.M.

**AGENDA**  
**SPECIAL 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 -

1. 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") (FINAL)

Adjournment

**NOTICE COUNCIL WORKSESSION**  
**2<sup>nd</sup> Floor Conference Room City Hall 10 First Street N.W.**  
**Tuesday, January 28, 2025 at 6:00 p.m.**

AGENDA –

1. Presentation of Proposed FY 2026 Budget
2. Final Discussion of FY 2026 - FY 2030 CIP

Adjournment

City of Mason City  
Engineering Department

# Memorandum

To: Aaron Burnett, City Administrator  
From: Mark A. Rahm, P.E., City Engineer  
Date: January 22, 2025  
RE: SOO Green Electric Franchise

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**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 first presented to the City Council on January 7, 2025. The City Council has since approved the passage of the ordinance on 1st and 2nd consideration.

**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 3<sup>rd</sup> (Final) Consideration.



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



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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 28<sup>th</sup> day of January, 2025.

CITY OF MASON CITY, IOWA

By: \_\_\_\_\_  
Paul Adams, Mayor Pro tem

ATTEST:

\_\_\_\_\_  
Aaron Burnett, City Administrator

First Consideration: 1-7-25  
Second Consideration: 1-21-25  
Third Consideration: 1-28-25

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: